

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of December 15, 2022:

- Village Business Institute—contract renewal for 2023 Employee Assistance Program (EAP)
- Integrity Excavating, LLC—contract for the asbestos abatement, demotion, and cleanup of the Argusville School Property
- Dr. Naveed Haider—renewal of service agreement for the Jail's independent contract psychiatrist
- Flood lot lease renewals for 2023



M E M O

**County
Administrator**

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

TO: County Commissioners
FROM: Tracy Peters, HR Director
DATE: December 9, 2022
SUBJECT: The Village – EAP Renewal

This is a request to renew our contract with The Village Business Institute to provide our Employee Assistance Program (EAP) in 2023. These contracts are the same as 2022 except the number of FTEs increased from 477 to 483 and the amount of the contract went from \$14,310 in 2022 to \$14,490 in 2023. The cost of this service is the \$30 for every FTE.

I have also included our usage data from 2022. Here are a few data points to give you some idea of our usage:

Utilization History

2022-to-Date—9.02%
2021 Annualized—9.85%
2020 Annualized—9.6%
2019 Annualized—8.96%

The Village has indicated the average use of their EAP is around 7% so Cass County is ahead of the average.

Our representative from the Village will be giving a 45-minute presentation to Department Heads at their January 2023 meeting. I am also working with our representative to connect with the trainers at the NAACo Mental Wellbeing Services program to find ways in which we can work together to provide services to our employees.

SUGGESTED MOTION:

Authorize the Chair to review and sign both the EAP Service Contract & Agreement for Services with The Village for 2023.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: HR/Administration DATE OF REQUEST: 12-14-22

COMPANY REQUESTING CONTRACT: Village Business Institute

BRIEF PROJECT DESCRIPTION: Renewal of contract for EAP services

 NEW CONTRACT OR X CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Mathin Nauman*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

AGREEMENT FOR SERVICES

This proposal is our, the Provider's, offer to provide services to Cass County Government, the client. If Cass County accepts this offer by signing, the RFP requirements, this offer and the proposal shall constitute the consulting services agreement.

In addition, the Provider, and Cass County Government agree to the following:

- 1) **SCOPE OF SERVICES:** We mutually agree the accepted services as specified in the proposal and the RFP constitute the complete scope of services. The terms and conditions of the RFP are hereby incorporated as part of the contract.
- 2) **TERM:** This agreement shall commence on January 1, 2023, and end on December 31, 2023.
- 3) **FEES:** Cass County Government shall only pay pursuant to the terms in the proposal and RFP.
- 4) **BILLINGS:** The Provider shall bill Cass County Government on a monthly basis based on the annualized average number of monthly employees. Payments shall be made at the end of the month of service. For this contract, the average monthly FTE's shall be established at 483.5. This number will be reviewed annually.
- 5) **TERMINATION:** Either party may terminate this agreement with respect to tasks yet to be performed with thirty (30) days written notice mailed to the other party.
- 6) **EMPLOYMENT STATUS:** The Provider acknowledges that any services performed in connection with the Provider's duties and obligations, as created and provided for in this agreement, are performed in the capacity of an independent vendor. At no time during the performing of services as required by this contract will the Provider be considered an employee of Cass County Government.
- 7) **SUBCONTRACTS:** Sub-vendors to the Provider shall be considered agents of the Provider and agree to all accepted services as specified in the proposal and RFP.
- 8) **ACCESS TO RECORDS:** Cass County Government agrees that all participation by its members and their dependents in programs hereunder is confidential. The Provider shall not disclose any individual employee or dependent information to the covered agency or its representatives without the prior written consent of the employee or family member. The Provider will have exclusive control over the direction and guidance of the professionals rendering services under this agreement. The Provider agrees to keep confidential all Cass County Government information obtained in the course of delivering services, unless otherwise required by law.
- 9) **OWNERSHIP OF WORK PRODUCT:** All work products of the Provider, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to Cass County Government under this agreement are the exclusive property of Cass County Government.

- 10) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Cass County, North Dakota.
- 11) **MERGER AND MODIFICATION:** This document, the provider proposal, and the RFP constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First—the terms of this contract, as may be amended; and Second—the county’s request for proposal. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.
- 12) **INDEMNITY:** Provider shall comply with all applicable federal, state and local laws, rules and ordinances at all times in the performance of this agreement, and conduct its activities so as not to endanger any person or property. Provider agrees to indemnify and save and hold harmless Cass County Government, its officers and employees from any and all claims of any nature, including claims of employees or agents of Provider, resulting from or arising out of the activities of the Provider or its agents, officers or employees under this agreement.
- 13) **INSURANCE:** Provider shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, appropriate professional liability insurance, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate for each employee conducting counseling services for Cass County employees. Provider shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as provider. Any deductible or self-insured retention amount or other similar obligation under the policies must be the sole responsibility of the provider. Provider shall furnish a certificate of insurance to Cass County Government prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling Cass County to terminate this agreement immediately.
- 14) **SEVERABILITY:** If any term in this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

CASS COUNTY GOVERNMENT

PROVIDER

By: _____
Cass County Commission

By: _____
Village Business Institute



EAP Full-Service Contract for Services
Employee Assistance Program

The following is a contract between CASS COUNTY and THE VILLAGE BUSINESS INSTITUTE, a division of the The Village Family Service Center (“The Village”).

WHEREAS, The Village Business Institute is engaged in offering personal assistance to employees of business, industry and agencies and their families, and CASS COUNTY desires to participate in this program:

THEREFORE, The Village Business Institute and CASS COUNTY to the following:

1. The Village Business Institute agrees to provide the following:
 - a. A Household Aggregate Model Employee Assistance Program (EAP). The Village Business Institute shall make available to each covered current full time, part time or prn employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, and individual not related but living in the home. We do provide coverage in some unique cases where an individual is outside of the home, but still maintains the same permanent address as the individual primarily covered by The Village Business Institute’s EAP. These sessions include access to the full range of short-term counseling and programs available at The Village Business Institute EAP. If referred outside of The Village Business Institute EAP for medical reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance.) Sessions may be applied towards face-to-face mental health counseling (web-based, HIPAA-protected) telehealth sessions, or in-person sessions if an affiliate provider is available), financial counseling, legal counseling, wellness/education, 24/7 crisis counseling, and Chemical Dependency Assessments/education.
 - b. Formal referral process is available for:
 - 1) Job performance issues
 - 2) Violation of Companies' Drug Free Workplace policy
 - 3) For employees falling under DOT (Department of Transportation) regulations, The Village Business Institute will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
 - c. 8 hours of tailored on-site or web-based employee or management training and /or crisis management services to meet the needs of CASS COUNTY.

- d. Training hours available in the CASS COUNTY contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs to provide a linked, comprehensive delivery of services. The Village Business Institute EAP professionals, upon request, will attend in person, via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work production of The Village Business Institute and are not to be a product of any other agency.
 - e. The Village Business Institute's consulting services are at a reduced rate to CASS COUNTY.
 - f. Orientation sessions for management/supervisory staff in how to deal with troubled employees and how to use The Village Business Institute's EAP.
 - g. Orientation sessions for employees to explain The Village Business Institute's EAP program, how it is used, and the services it offers. Sessions are scheduled to encourage 100% participation.
 - h. Travel expenses for covered training within ND, SD, and MN are the sole responsibility of The Village Business Institute. Travel expenses for covered trainings outside of ND, SD, and MN shall be shared by the parties as follows: lodging and food will be the responsibility of The Village Business Institute; transportation costs shall be paid by CASS COUNTY.
 - i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by EAP counseling and management specialists.
 - j. Monthly employee newsletters focused on work-related issues, personal wellness, and family dynamics.
 - k. Quarterly newsletters focused on helping supervisors lead, teach and guide employees.
 - l. Semi-annual statistical reports on program utilization.
 - m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY.
 - n. Promotional materials or other appropriate information to encourage use of the program.
2. CASS COUNTY agrees to provide the following:
- a. Endorse The Village Business Institute EAP program and incorporate it into existing personnel policies and procedures.
 - b. Provide space in the workplace for brochures, posters or other appropriate information supplied by The Village Business Institute to encourage program use.
 - c. Ensure employees receive monthly newsletters, quarterly supervisor newsletters and EAP program updates.

- d. Designate one or more contact persons to serve as liaison with The Village Business Institute and to assist in implementing the program.
 - e. Provide an opportunity for all management, supervisory personnel, and employees to participate in training programs.
3. The terms of the contract shall be from January 01, 2023, to December 31, 2023, at a cost of \$30.00 per year per full-time equivalent employee (FTE) for 483 FTE employees. Total contract cost is \$14,490.00 to be paid at the beginning of the contract. Remaining contract years will be paid annually at the beginning of the contract year or as determined. FTE's will be confirmed annually.
 4. This contract automatically renews annually after the dates listed in #3 or until a new contract is executed, except that either party may terminate this agreement upon thirty (30) days written notice to the other party.
 5. Both The Village Business Institute and CASS COUNTY shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY household members using the program shall not be given out by The Village Business Institute under any circumstances unless the client signs an agreement authorizing The Village Business Institute permission to disclose such information, except in instances of risk/safety concerns. The Village Business Institute will use and disclose only the minimum necessary protected client information to accomplish the purpose for which the information is being used or disclosed. The Village Business Institute will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both The Village Business Institute and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

6. CASS COUNTY understands that The Village Business Institute does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village Business Institute contracts with licensed and insured affiliate providers "Affiliates" located in states and countries outside of North Dakota and Minnesota. CASS COUNTY hereby consents to Affiliates providing counseling services to its employees and agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to CASS COUNTY or its employees by an Affiliate.
7. CASS COUNTY represents that it has been apprised of all states and countries in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While The Village Business Institute strives to provide services where CASS COUNTY employees are located, The Village Business Institute does not represent, warrant, or guarantee that it will provide in all states or countries when CASS COUNTY are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to CASS COUNTY and The Village Business Institute is under no obligation to expand to states or countries outside its current service areas.
8. CASS COUNTY agrees to indemnify and hold harmless The Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including

without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of CASS COUNTY or the Affiliate.

THE VILLAGE BUSINESS INSTITUTE

PO Box 9859
1201 25th St. S.
Fargo, ND 58106-9859

CASS COUNTY

PO Box 2806
Fargo, ND 58108

BY: _____

Title:

Date:

BY: _____

Title:

Date:

EAP Utilization Report

Date Range: 1/1/2022 - 10/7/2022

Payers: EAP - Cass County, EAP - Cass County - Annex, EAP - Cass County - Courthouse, EAP - Cass County - Jail, EAP - Cass County - Road Dept, EAP - Cass County - Social Service, EAP - Cass County - Veterans Services

Brand New Users of Service	24
Total Clients Served	26
Number of New Concerns Addressed	33

Annualized Utilization Rate: 9.02%
 Annualized Utilization Rate Based on Population of 477 employees and 280 days in this period
 People Trained: 0

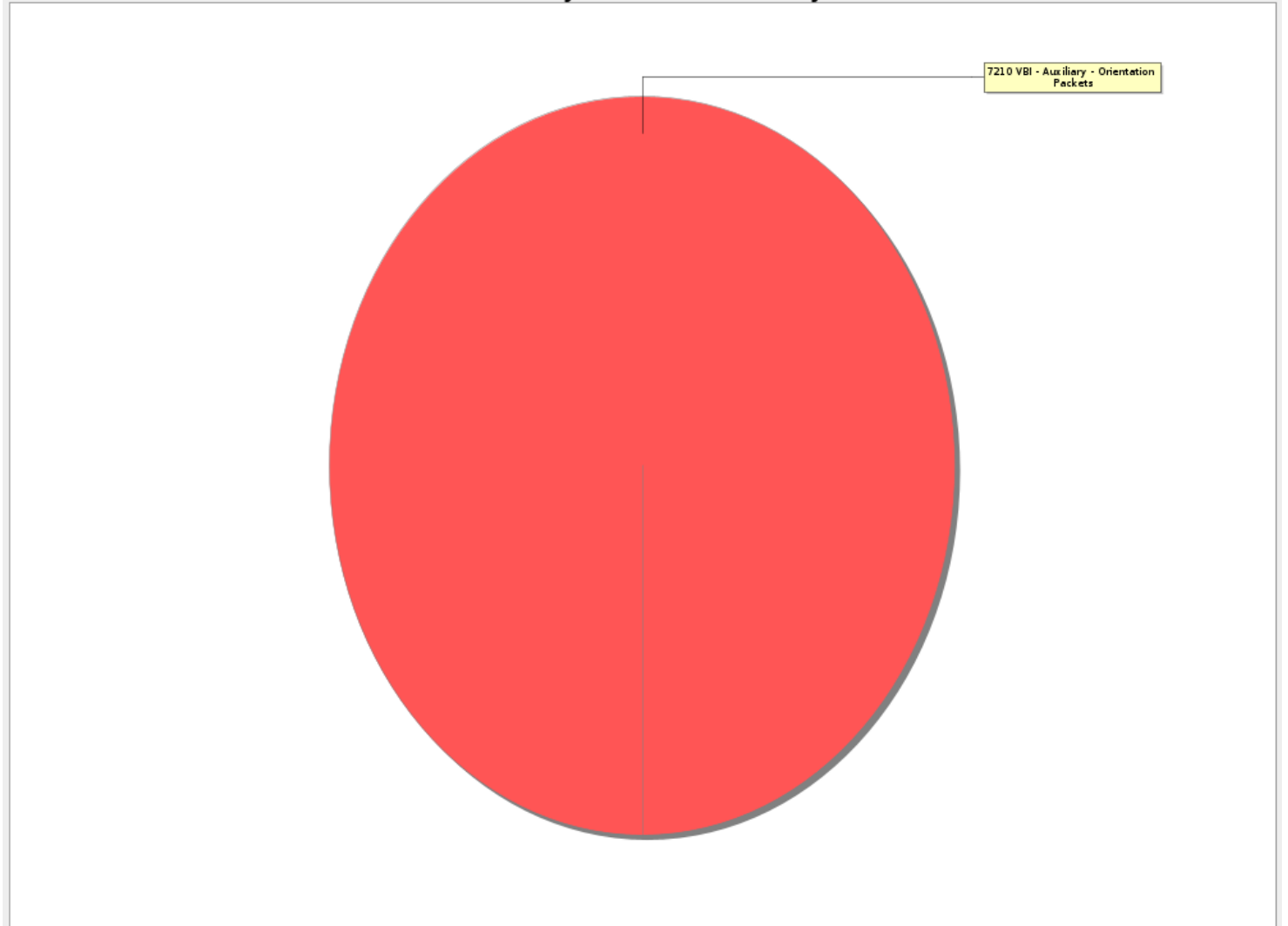
Client Contact Summary

Total Number of Contacts With Client	93
Average Number of Contacts Per Client Case	3.58

Auxiliary Services Summary

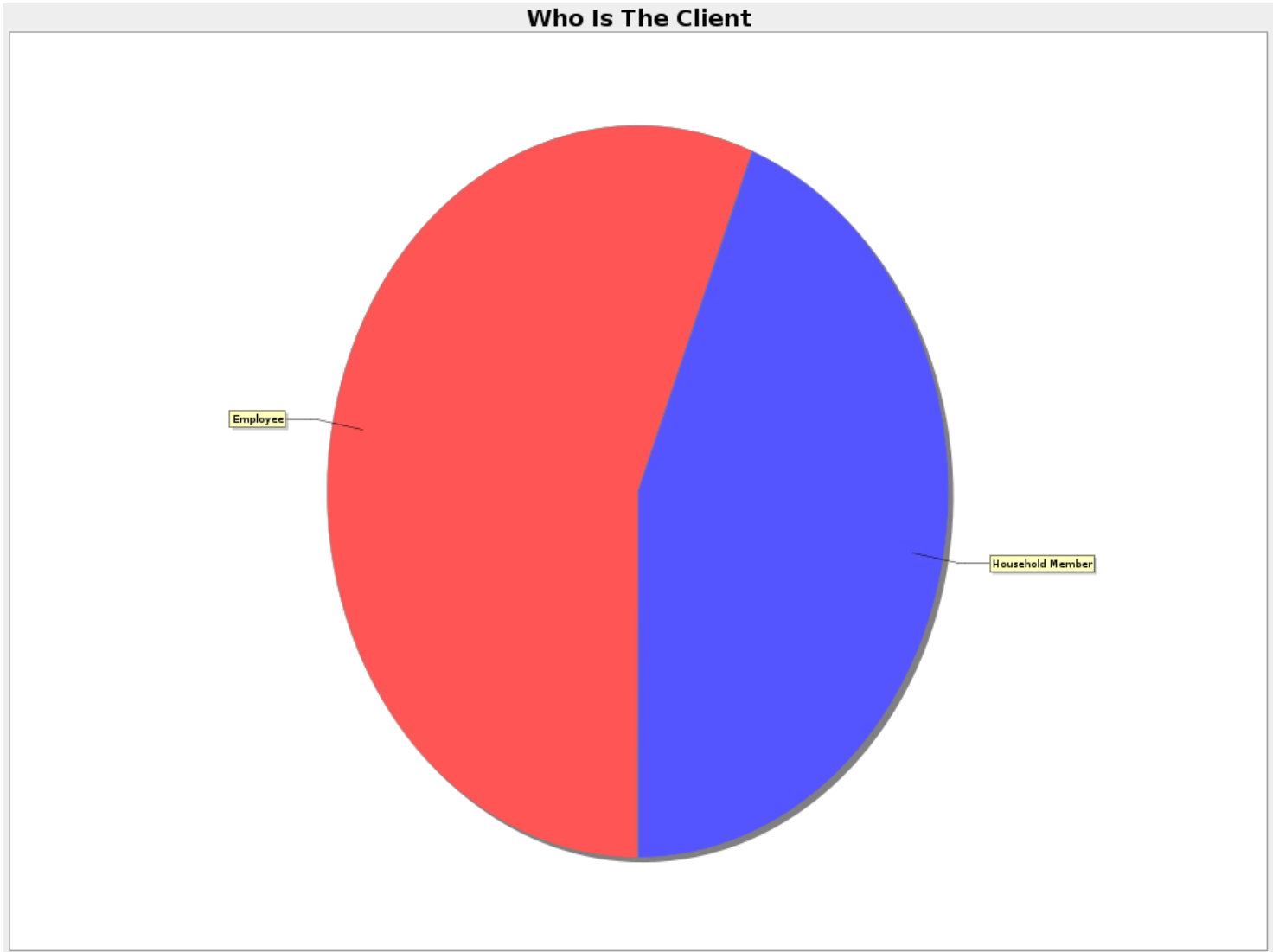
Code	Hours	Percent
(7210) VBI - Auxiliary - Orientation Packets	0.25	100.00%

Auxiliary Services Summary



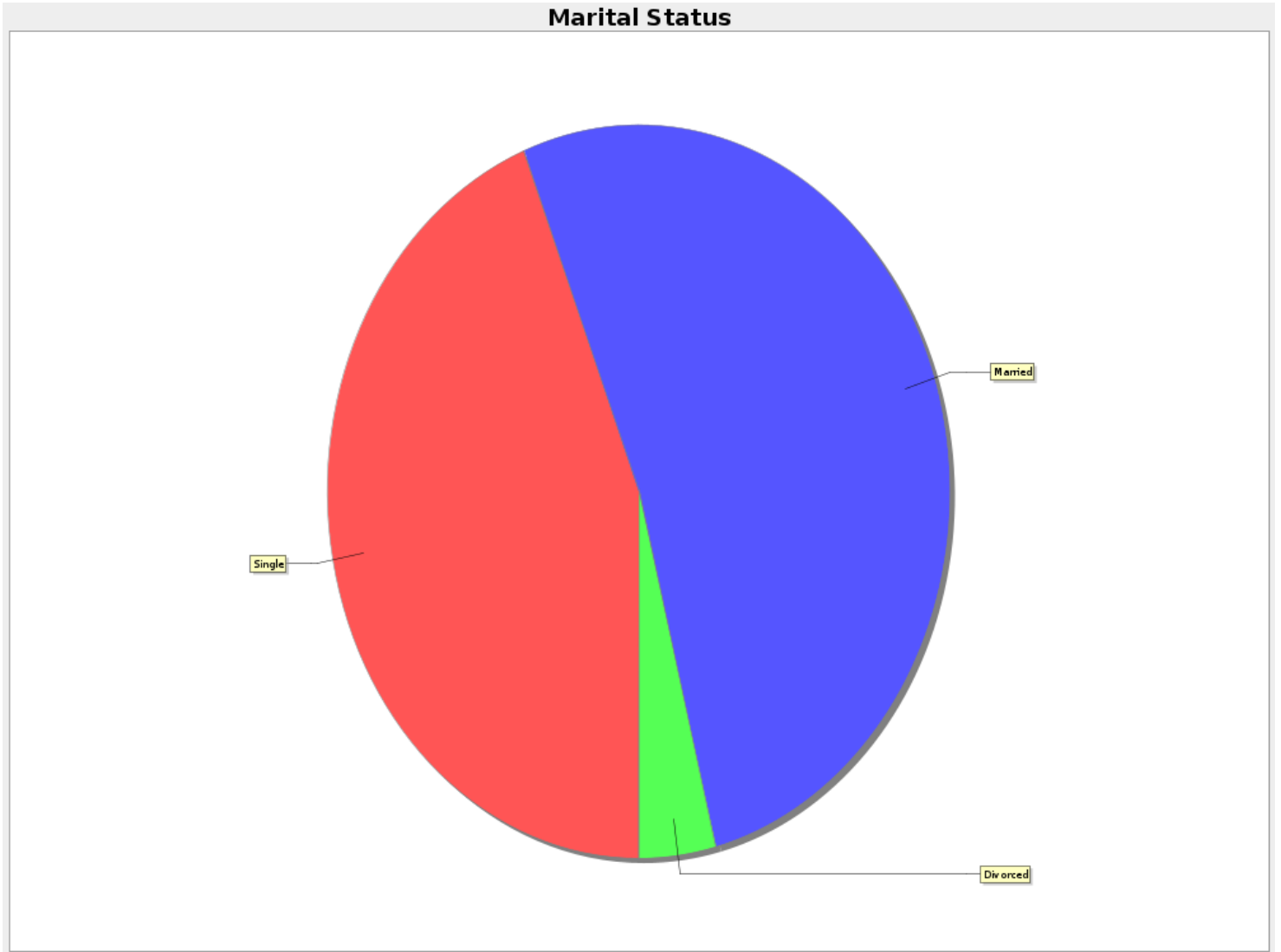
Who is the Client?

Type	Number	Percent
Employee	14	56.00%
Household Member	11	44.00%



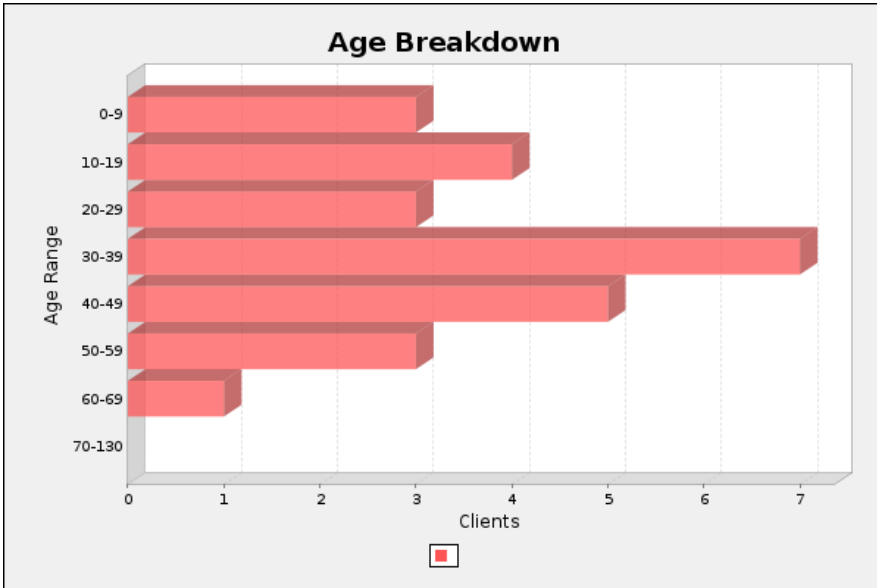
Marital Status of Client

Type	Number	Percent
Single	11	42.31%
Married	13	50.00%
Divorced	1	3.85%



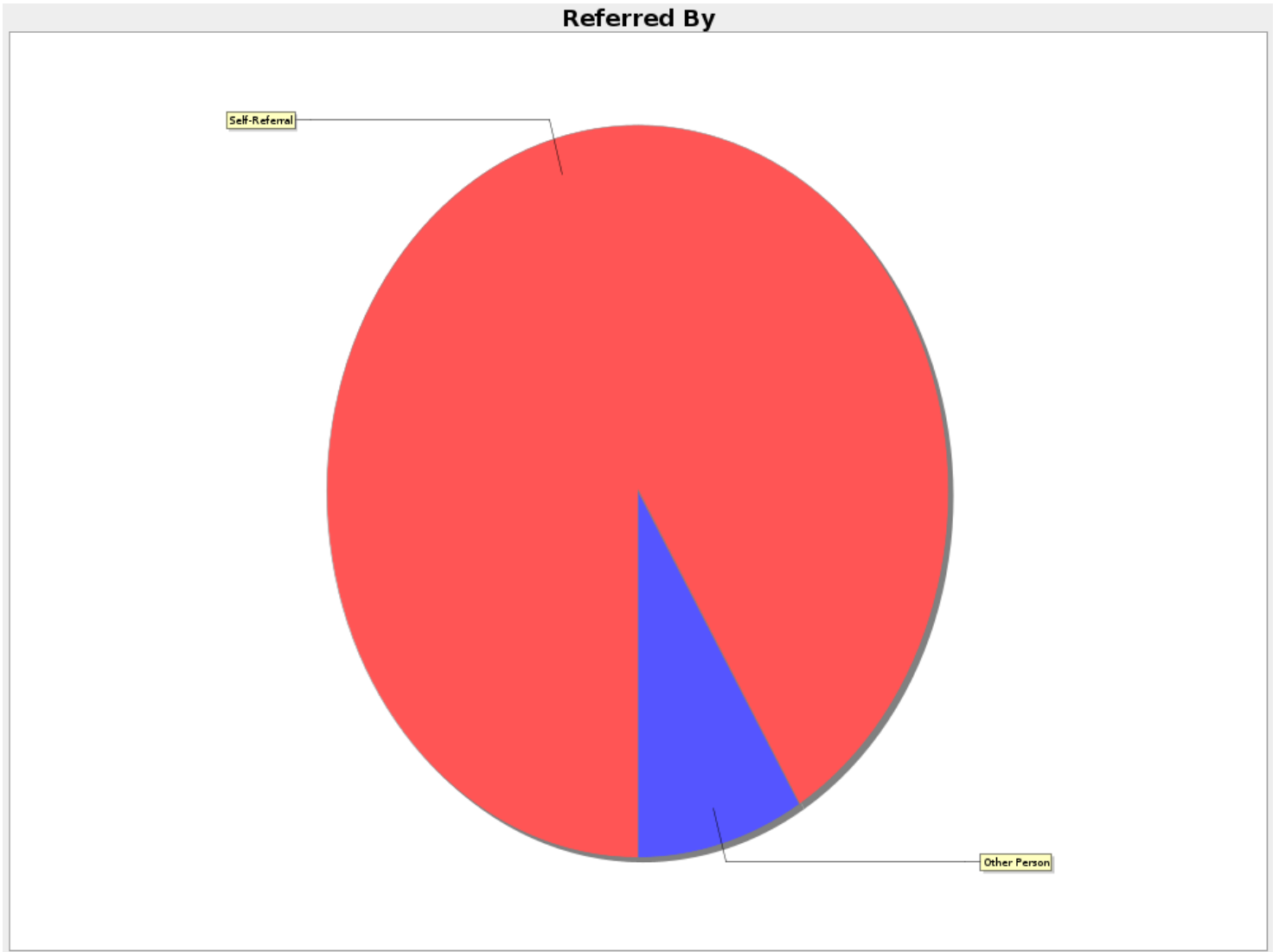
Client Age Breakdown

Type	Number	Percent
From 0 to 9	3	11.54%
From 10 to 19	4	15.38%
From 20 to 29	3	11.54%
From 30 to 39	7	26.92%
From 40 to 49	5	19.23%
From 50 to 59	3	11.54%
From 60 to 69	1	3.85%
From 70 to 130	0	0.00%



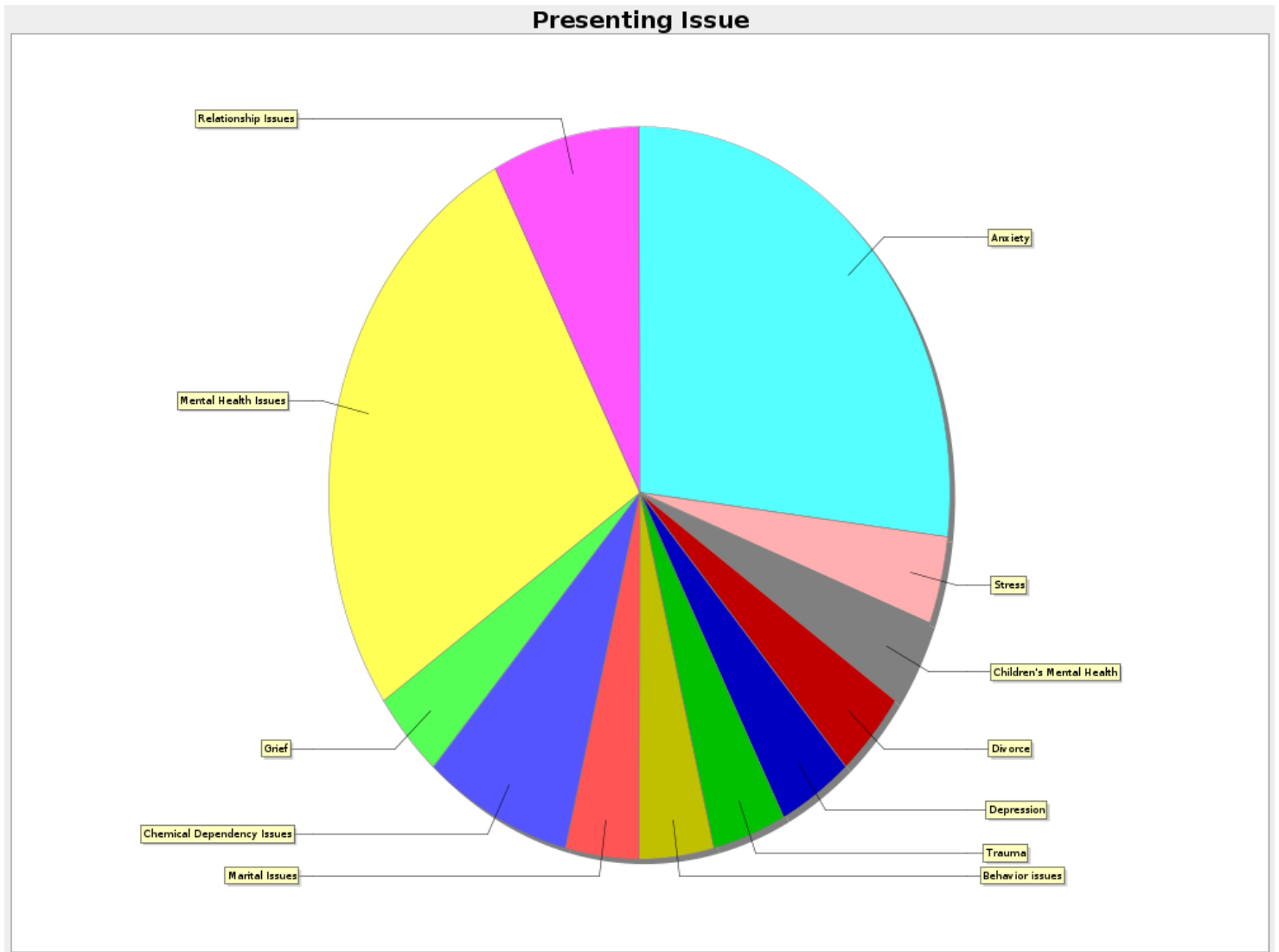
Referred By (includes 6 months prior to selected date range)

Type	Number	Percent
Self-Referral	21	91.30%
Other Person	2	8.70%



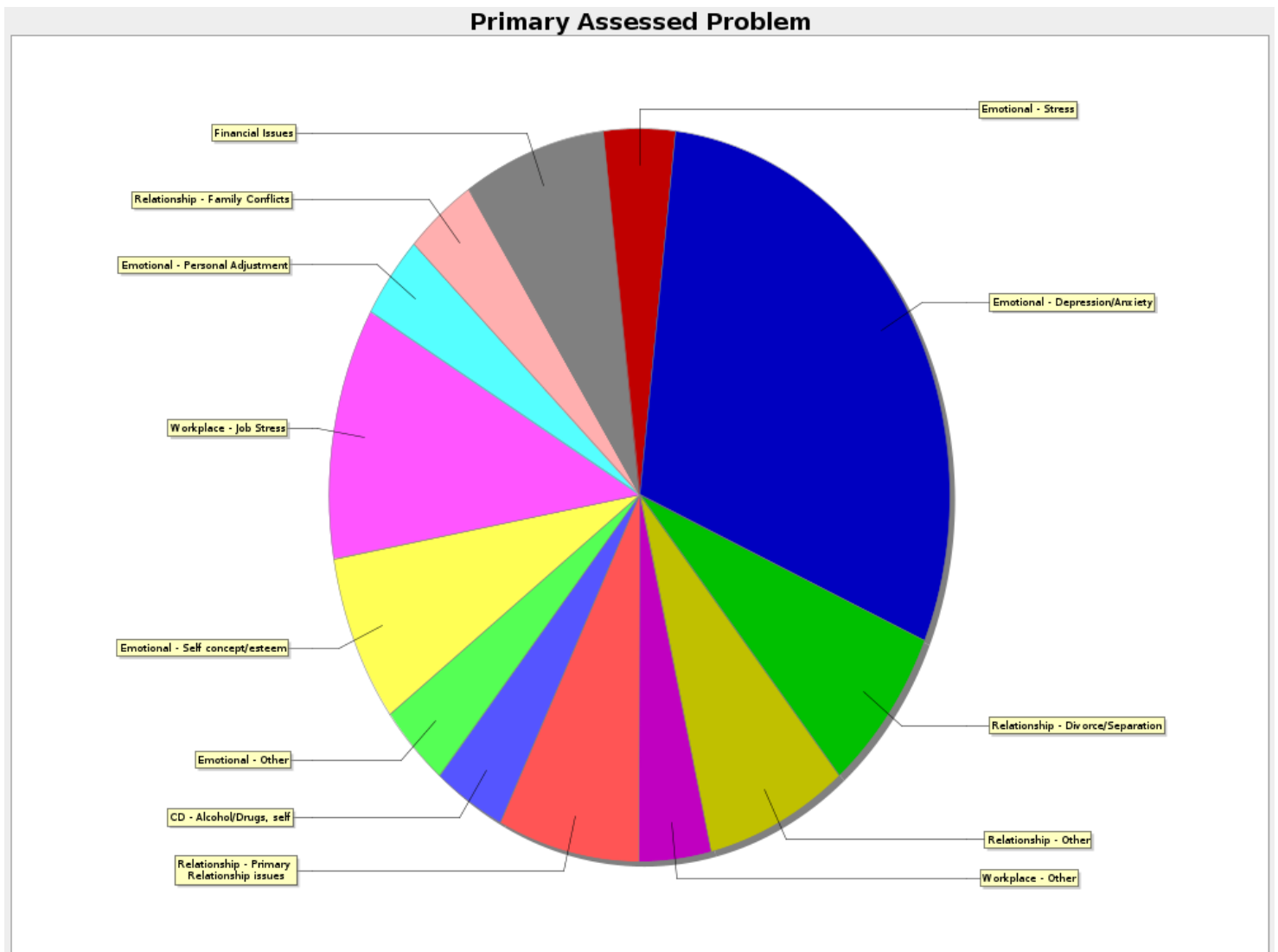
Presenting Issue

Type	Number	Percent
Marital Issues	1	3.85%
Chemical Dependency Issues	2	7.69%
Grief	1	3.85%
Mental Health Issues	7	26.92%
Relationship Issues	2	7.69%
Anxiety	7	26.92%
Stress	1	3.85%
Children's Mental Health	1	3.85%
Divorce	1	3.85%
Depression	1	3.85%
Trauma	1	3.85%
Behavior issues	1	3.85%



Primary Assessed Problem

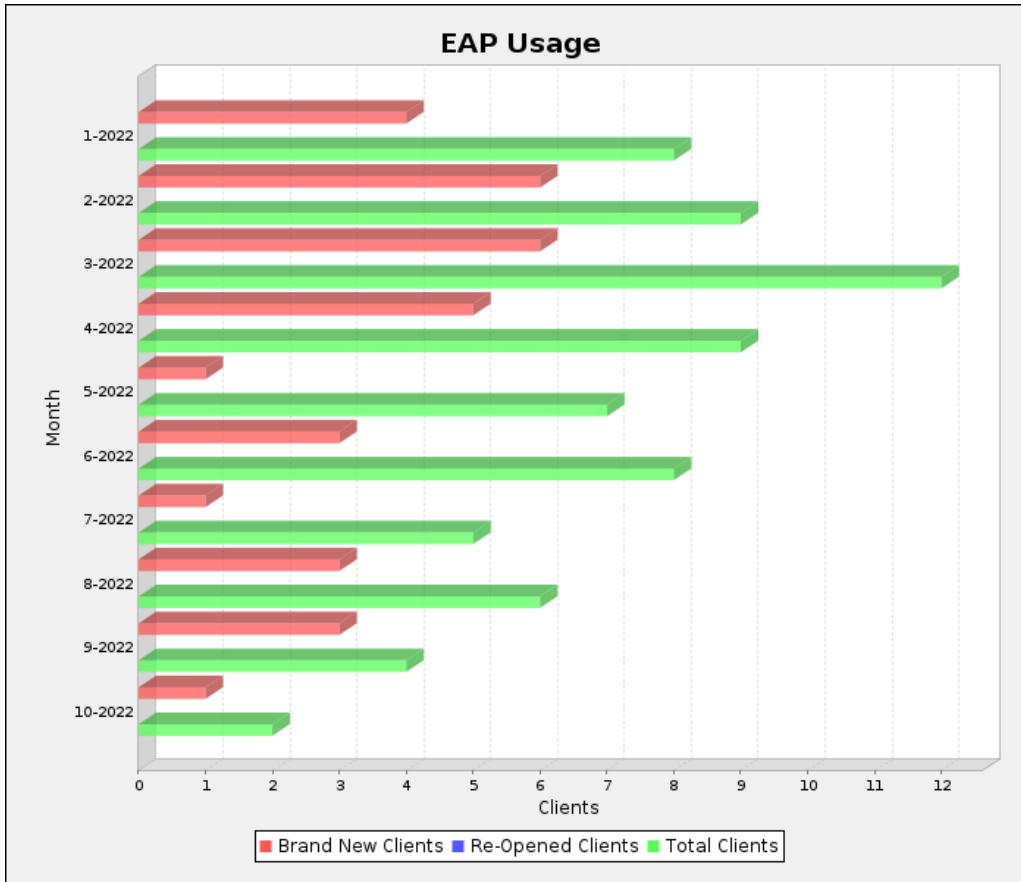
Type	Number	Percent
Relationship - Primary Relationship issues	2	7.41%
CD - Alcohol/Drugs, self	1	3.70%
Emotional - Other	1	3.70%
Emotional - Self concept/esteem	2	7.41%
Workplace - Job Stress	3	11.11%
Emotional - Personal Adjustment	1	3.70%
Relationship - Family Conflicts	1	3.70%
Financial Issues	2	7.41%
Emotional - Stress	1	3.70%
Emotional - Depression/Anxiety	8	29.63%
Relationship - Divorce/Separation	2	7.41%
Relationship - Other	2	7.41%
Workplace - Other	1	3.70%

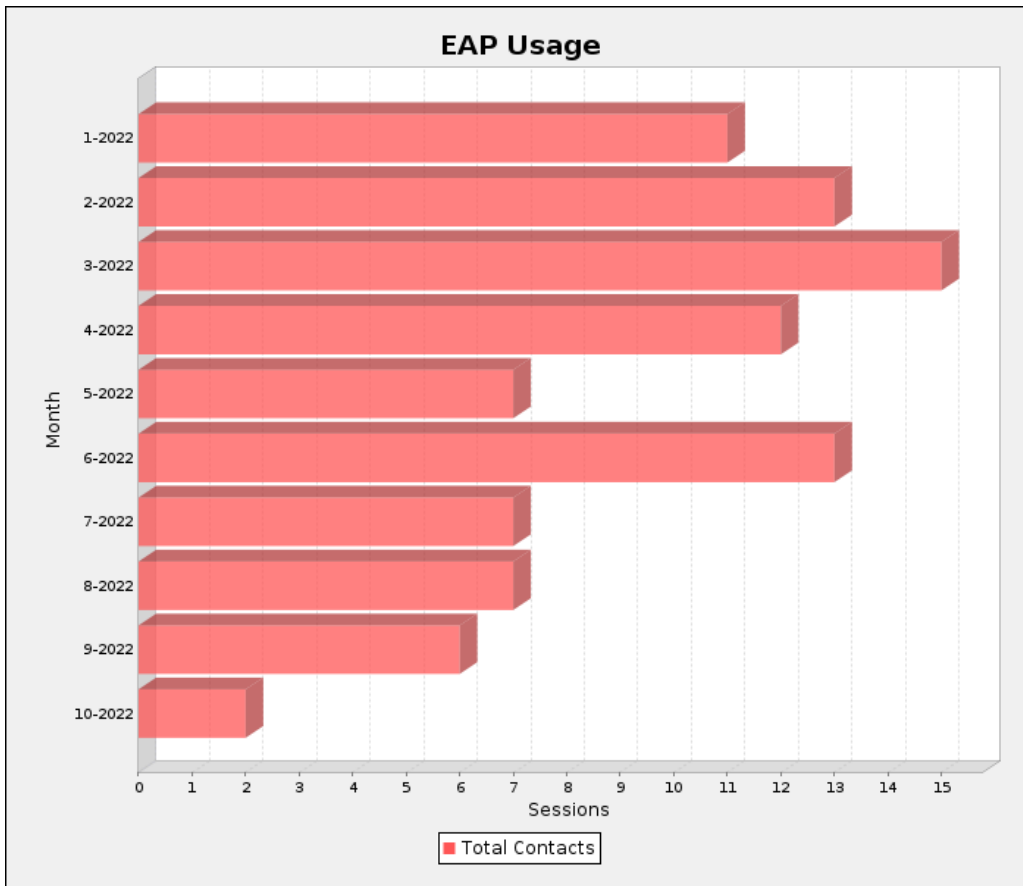


EAP Client Usage By Month

(results can be skewed by partial months in the date range)
 (results are tallied by month. Clients can show up in multiple months)

Month	Brand New Clients	Re-opened	Total Clients	Total Contacts
1-2022	4	0	8	11
2-2022	6	0	9	13
3-2022	6	0	12	15
4-2022	5	0	9	12
5-2022	1	0	7	7
6-2022	3	0	8	13
7-2022	1	0	5	7
8-2022	3	0	6	7
9-2022	3	0	4	6
10-2022	1	0	2	2







M E M O

**County
Administrator**

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

TO: County Commissioners
FROM: Tracy Peters, HR Director / Assistant County Administrator
DATE: December 13, 2022
SUBJECT: Argusville School Building

As you will recall, in October of 2021, Cass County acquired the property known as Lots 7-12 and 13-24, Block 9, Original Townsite to the City of Argusville, also known as tax parcels 09-0100-11882-000 and 09-0100-11883-000, commonly referred to as the Argusville School Property through a tax delinquency forfeiture. At the commission meeting July 18, 2022, the Commission authorized advertisement of an RFP requesting bids for the asbestos abatement, demolition, and cleanup of the school property.

On November 28, 2022, we received 3 bids for this project.

<u>Bidder:</u>	<u>Amount:</u>	<u>Time to complete</u>
Industrial Builders, Inc.	\$716,900	240 days
Excavating Inc.	\$628,937	60 days
Integrity Excavating, LLC	\$424,480	35 days

The lowest bidder, Integrity Excavating, has submitted a proposed contract for this project. The plan moving forward is that demolition will begin in the spring of 2023, as soon as weather allows.

SUGGESTED MOTION:

Accept the bid in the amount of \$424,480 from Integrity Excavating LLC for asbestos abatement, demolition and cleanup of the Argusville School Property and authorize the Commission Chair to sign the proposed contract.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Administration DATE OF REQUEST: 12-14-2022

COMPANY REQUESTING CONTRACT: Integrity Excavating, LLC

BRIEF PROJECT DESCRIPTION: Argusville School Demolition

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Martin Newman*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

December 12, 2022

Ms. Tracy Peters
Cass County Government
211 9th Street South
Fargo, ND 58103

Demolition Contract

- A. Demolition and disposal of the Former Argusville School House 306 Aldrich Ave, Argusville, ND
- B. Filing of the Notification of Demolition with the State Health Department with the assistance of Trio Environmental
- C. Acknowledge Trio Environmental will be the onsite Asbestos representative for Cass County during the project.
- D. Spraying with water during demolition when applicable
- E. Hauling asbestos containing material to approved landfill
- F. All foundations will be removed and lot will be backfilled and leveled when complete
- G. Projected to be completed in approximately 35 to 60 days weather permitting
- H. Will have a bond in place for 5% of the project

Exclusions:

- 1. Any primary electrical disconnection, city water and sewer.

Total: \$424,480.00 – 10% due when project is started, 50% due when project is 75% completed and balance due when project is completed

Integrity Excavating, LLC
3137 32nd Ave South Suite 211
Fargo, N. Dak. 58103

ND Contractor License #000044090

Cass County Government

Date

Integrity Excavating, LLC

Date



www.casscountynd.gov

Office of the Sheriff

Jesse Jahner, Sheriff

December 6, 2022

Mr. Chad Peterson, Chair
Cass County Commission
via email

Dear Chairman Peterson,

I am writing today to request commission consideration at the final meeting of 2022 of a new Service Agreement with Dr. Naveed Haider, who is the jail's independent contracted psychiatrist.

As part of our budget request for 2023, we included funding to restructure the scheduling and compensation of Dr. Haider. This revised agreement accounts for those approved changes and replaces the existing agreement.

This agreement has been reviewed and approved by the Cass County State's Attorney's Office.

Language in this agreement contains identical provisions of the existing agreement, except where modifications were made to accommodate changes to the scheduling and compensation structure, consistent with what was negotiated with Dr. Haider and approved during the budget hearings.

Suggested Motion - "Move to approve the 2023 Service Agreement between Cass County and Dr. Naveed Haider, and authorize the Commission Chair to sign as the County representative."

Sincerely,

Capt. Andrew Frobig
Jail Administrator
Cass County Sheriff's Office

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967

SERVICE AGREEMENT

This agreement is made effective January 1, 2023, between Dr. Naveed Haider (hereafter “Dr. Haider”), and Cass County North Dakota (hereafter “Jail”).

WHEREAS, Dr. Haider is a psychiatrist licensed and trained to provide health care services in the state of North Dakota;

WHEREAS, Dr. Haider has been providing contracted psychiatry services to inmates at the Jail since 2016;

WHEREAS, Dr. Haider has indicated his availability and desire to increase his availability to the Jail;

WHEREAS, the Jail is in need of additional psychiatric services for the inmate population;

WHEREAS, Dr. Haider has indicated his willingness to amend the payment structure of the existing agreement, and the Jail has received approved funding to accommodate such amendments starting in 2023;

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this agreement under the terms and conditions set forth below;

1. **Agreement.** This agreement shall replace and void any prior agreements in effect between the parties, as of the effective date of this Agreement. Jail hereby contracts with Dr. Haider, and Dr. Haider agrees to provide to Jail, the services of a licensed psychiatrist for providing face-to-face, telephonic, and tele-health (“video”) consultation for evaluations and medication reviews for Jail inmates (the “Services”). Dr. Haider or another qualified designee of Dr. Naveed Haider, to perform the Services under this Agreement. Dr. Haider will provide the services pursuant to a schedule mutually agreeable to the Parties. Other than providing the Services as set forth herein, and as scheduled by mutual agreement of the parties, Dr. Haider will not be obligated to perform any follow-up with inmates after their term of incarceration, transfer, or upon their release from Jail.
2. **Qualifications.** During the entire term of this Agreement, Dr. Haider will maintain his medical licensing to perform psychiatric services in North Dakota. In addition, Dr. Haider shall ensure that each psychiatrist providing services under this agreement: (a) is competently and adequately trained to provide the Services; (b) is qualified and eligible to provide the services to beneficiaries under all federally-funded healthcare programs, including, without limitation, the Medicare and Medicaid programs; and (c) is not and no time has been excluded from participation in any federally-funded health care program including, without limitation, the Medicare or Medicaid programs.
3. **Jail Responsibilities; Medical Records.** During the term of this Agreement, Jail agrees to provide secure exam rooms as appropriate, appropriate office space, reception services and office equipment as shall be mutually agreed to by the parties; and adequate security for the safety of psychiatrist and inmates. Jail will provide access to sufficiently encrypted video software to ensure compliance with federal privacy standards in instances where video assessments are offered.

Jail will provide Dr. Haider with access to all medical records necessary for providing services under this Agreement. At all times during this agreement, and after its termination, Jail will have complete, unrestricted ownership of all images and medical records.

Upon reasonable request by Dr. Haider, Jail will provide training to Dr. Haider and his designated personnel related to Jail's policies, procedures, and systems.

4. **Compensation and Scheduling.** Jail will provide payment to Dr. Haider in the amount of \$866 per calendar day where initial evaluation or mediation review services are provided to inmates. Maximum compensation will not exceed 150 total annual days, or \$130,000, without specific authorization of the Cass County Jail Administrator. Dr. Haider and the Jail agree in principle to the expectation of three compensable service days per calendar week, with two weeks off per annum. Parties agree that actual service days may be reduced based on need, availability, or unforeseen circumstances. Dr. Haider will invoice the jail monthly for total service days provided, and payment will be due within 30 days of invoice.

The Jail will provide designated staff to conduct initial screening and determination of referrals, and both parties agree to jointly coordinate, for the purposes of triaging need and priority, scheduling of any new referrals and any pending medication reviews on a visit-by-visit basis.

The parties agree that the compensation has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties which may be reimbursed under Medicare or any State healthcare program. Neither party will be under any obligation to refer any business or patients to the other party.

5. **Term and Termination.** The Term of this agreement shall commence on January 1, 2023 and renew annually on the commencement date unless written notice is provided 30 days prior to the annual commencement date. Either party may terminate this Agreement, with or without cause, upon 30-days written notice to the other party.
6. **Malpractice Insurance and Indemnification.** Throughout the term of this Agreement, Dr. Haider shall maintain professional liability coverage with minimum limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate. Proof of coverage shall be provided upon request.

Jail will indemnify, defend, and hold Dr. Haider, his trustees, officers, employees, and agents harmless from and against any and all demands, claims, causes of action, damages, costs, expenses (including without limitation reasonable attorney's fees and costs) and other liabilities asserted or claimed by any person, arising out of or related to the negligent performance by the Jail of any term or condition hereof.

Dr. Haider will indemnify, defend, and hold Jail, its trustees, officers, employees, and agents harmless from and against any and all demands, claims, causes of action, damages, costs, expenses (including without limitation reasonable attorney's fees and costs) and other liabilities asserted or claimed by any person, arising out of or related to the negligent performance by Dr. Haider of any terms or condition hereof.

7. **Independent Contractor Status.** This agreement shall not be construed in any manner to make Dr. Haider an employee of the Jail. Jail shall not be responsible for the withholding of any taxes related to the contracting with Dr. Haider, including, but not limited to, State and Federal income tax and social security. Jail shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Jail to its own employees. Dr. Haider is an independent contractor.
8. **Good Faith Agreement to Amend.** It is agreed that the terms and conditions of this Agreement will be changed to reflect any change, and the status of, any state or federal law, rule regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties ability to legally carry out the spirit of the agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this agreement upon written notice of termination which termination shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.
9. **Non-Exclusion.** Dr. Haider certifies as of the execution of the Agreement and continuing through the terms of the Agreement, that neither he, his shareholders, owners, or providers have been excluded from participation in any federal or state Medicare, Medicaid, or any other third party payor program, nor is any such action pending. Dr. Haider shall immediately notify Jail if such action is threatened or proposed. If at any time Dr. Haider, his shareholders, owners, or providers have been excluded as described above, the Jail may immediately terminate this Agreement.
10. **Non-Discrimination.** Neither party shall exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, creed, religion, sex, disability, age, marital status, veteran status, status with regard to public assistance, or sexual orientation in admission to, participation in, or receipt of the services and benefits of any of the parties' programs and activities or in employment therein.
11. **Confidentiality and Access to Information.** Both Dr. Haider and Jail agree that all information regarding patients, as well as all information with respect to the operations and business of the other party gained during negotiations leading up to this Agreement, and from the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements. The provisions of this paragraph shall survive the termination of this agreement.
12. **Government access to books and records.** In accordance with Section 1861 (VXI) of the Social Security Act relating to costs incurred by a provider in connection with matters for which payment may be made under such Act with respect to any services furnished pursuant to a contract between the provider and any of its subcontractors, it is hereby agreed that until the expiration of four (4) years after the furnishing of such services pursuant to this contract, Dr. Haider shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this contract and the books, documents, and records of Dr. Haider which are necessary to certify the nature and extent of such

costs. Furthermore, if Dr. Haider carries out any of the duties of the contract, with the value or costs of \$10,000 or more over a 12 month period, with a related organization, such subcontract shall contain a clause to the same effect requiring the related organization to make such books and records available in the same manner.

13. **Miscellaneous.**

- (a) The captions appearing herein are for convenience only and are not part of this Agreement nor do they limit or amplify any term or provision herein.
- (b) No waiver by either party of any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- (c) If any term or provision of this Agreement is now or hereafter is determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- (d) The terms and provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (e) This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this Agreement.
- (f) This Agreement shall be construed in accordance with the laws of the State of North Dakota.
- (g) This Agreement is not assignable by either party without the prior written consent of the other party.
- (h) This agreement may not be amended or modified orally at any time but only by the written agreement of the parties hereto.

Dr. Naveed Haider

Cass County North Dakota

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Kenneth A Pawluk, 2808 28th Avenue South, Fargo ND 58103 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: LOT 2 BLK 1, BURRIS SUBDIVISION
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.

9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2808 28th Avenue South, Fargo ND 58103-5074

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Jody A. and Karla J. Slusher, 4820 Co Rd 81 S, Horace, ND 58047-9721 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **Property:** The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: 6-137-48 DESC TRACT COMMENCING AT SW COR GVNT LT 4, THN S 90 DEG 00 MIN 00 SEC E ALG S BOUNDARY LN 33', THN N 00 DEG 11 MIN 10 SEC E 745.2' TO PT OF BEG, WHICH POINT IS NW COR OF CEMETERY OF LUTHERAN CHURCH, THN N 89 DEG 48 MIN 50 SEC W 33' +/- TO W SECT LN SECT 6, THN N 00 DEG 11 MIN 10 SEC E 150', THN S 89 DEG 48 MIN 50 SEC E 291', THN S 13 DEG 03 MIN 20 SEC W ALG STRAIGHT LN 153.85' +/- TO PNT OF INTERSCTN WITH LINE S 89 DEG 48 MIN 50 SEC E FRM PT OF BEG, THN N 89 DEG 48 MIN 50 SEC W 223.75' TO PNT OF BEG *6/27/95 LEGAL DESC CHANGE PER DOC #715013 & #715014*. (Hereinafter "property").
2. **Term:** The term of this lease shall commence on January 1, 2023, and expire at midnight December 31, 2023.
3. **Rent:** Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. **Use:** The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. **Delivery of Possession:** Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. **Insurance:** At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

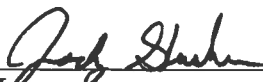
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

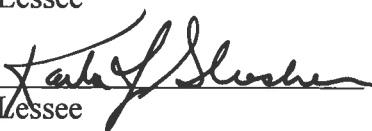
Lessee: 4820 County Road 81 South, Horace ND 58047-9721

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee



Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Brian and Leah Bjorkman, 2525 Northwood Drive, Fargo ND 58102-6101 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lots 1, 2 and 3, Northwood 2nd Addition (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.


9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.


County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2525 Northwood Drive, Fargo ND 58102-6101

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee


Lessee

Cass County

By: _____
Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Brian and Leah Bjorkman, 2525 Northwood Drive, Fargo ND 58102-6101 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot 5 Northwood 2nd Addition (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.



9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 2525 Northwood Drive, Fargo ND 58102-6101

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


 Lessee

 Lessee

Cass County

 By: Chair
 Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Hilary Gietzen, 4600 Highway 52 S Lot 17, Minot ND 58701-2215(hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as:

18-140-49 3.55 ACRES IN NE 1/4 COM AT NW COR OF NE1/4, N 90 DEG 00' E ALG N LN OF SEC 18 FOR 720' TO PT OF BEG, S 0 DEG 00' E FOR 388' MORE OR LESS TO THE CTR LN OF THE SHEY RIV,, NELY ALG CTR LN OF SHEY RIV TO ITS INTERSEC WITH THE N LN OF SEC 18, S 90 DEG 00' W ALG N LN FOR 600' TO PT OF BEG
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806

Lessee: 4600 Highway 52 S Lot 17, Minot ND 58701-2215

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Lessee

Cass County

Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4309 Beach Lane South, Fargo, North Dakota 58104-6099 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 23-143-49 Described Tract S 496.92' of Auditor's Lot 1 of NW 1/4 of NW 1/4, also known as Tract B. Said tract contains 9.79 Acres more or less. (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023 and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

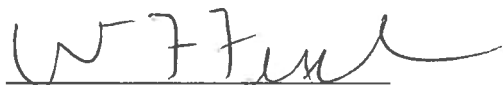
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 4309 Beach Lane South, Fargo ND 58104-6099

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

William F. Feuch
Managing General Partner
Feuch Family Farms, LLC

Cass County

By: Chair

Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4309 Beach Lane South, Fargo, North Dakota 58104-6099 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Noble, County of Cass, State of North Dakota, described as: 25-143-49 Part of Government Lots 1 & 2 Commencing at the NW Corner of Section 25 then N 90Deg00'00" E Along N line of Section 25 for 2232.00' then S 04Deg08'25" E for 249.03' then S 04Degrees 02'07" W for 107.68' then S 41Deg 38'49" W for 62.91' to the point of Beginning. Then S 18Deg07'22" E for 45.24' then S 00Deg00'00" E for 184.29' then N 90Deg00'00" W for 180' then N 00Deg00'00" W for 245.4' then N 90Deg00'00" East for 160' then S 18Deg07'22" E for 19.05' to Point of Beginning. Said tract contains 1.0 acre more or less (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023 and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.

14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo, ND 58108-2806

Lessee: 4309 Beach Lane South, Fargo ND 58104-6099

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs executors, administrators, guardians, assigns and successors in interest of the parties hereto.

16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

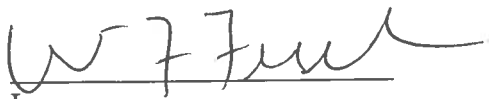
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.

19. Time is of the Essence: Time is of the essence for each term and provision of this lease.

20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County



Lessee

William F. Fevcho
Managing General Partner
Fevcho Family Forum, LLC

By: Chair

Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Chris Denis, 2705 171st Avenue SE, Argusville ND 58005-9789 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

- Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Harwood, County of Cass, State of North Dakota, described as: 16-141-49 Auditor's Lot 1 of SE ¼; Parcel No. 44-0000-00621-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
 3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
 4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
 5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
 6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
 7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
 8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no


- matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
 10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
 11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
 12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
 13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
 14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
 15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 2705 171st Avenue SE, Argusville ND 58005-9789

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Chris Denis, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Thomas Elstad, 2508 County Road 17 North, West Fargo ND 58078 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

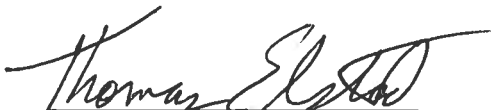
1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Reed, County of Cass, State of North Dakota, described as: Lot: 1 Block: 1 SUNRISE ACRES 2ND SUBD PT OF LOT 1 BLK 1 DESC AS FOLLS: COMM AT SE CORN OF LOT 1 W HICH IS ALSO THE PT OF BEG. THEN N 87DEG52'40"" W ALG THE S LN OF LOT 1 FOR 261' THEN N 00DEG21'00" " W PARAL TO E LN OF LOT 1 FOR 147.16' THEN S 87DE G52'40"" E PARAL TO S LN OF LOT 1 FOR 261' TO A PT OF INTERS W/ E LN OF LOT 1 THEN S 00 DEG21'00"" E ALG E LN OF LOT 1 FOR 147.16 FEET TO THE PT OF BE G. CONTS .88 AC SUBJ TO ROAD EASE OVER N 15' OF S D TRACT **SPL FR 60-0710-00010-000 **11-6-98 LEGAL (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the

commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.

4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.
- County: 211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806
- Lessee: 2508 County Road 17 North, West Fargo, ND 58078
16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Thomas Elstad, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter “County”) and RANDY AND CINDY PRIGELMEIER, 7313 UNIVERSITY DR S, FARGO, ND 58104-7326 (hereinafter “Lessee”).

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of Pleasant, County of Cass, State of North Dakota, described as: CHRISAN 1ST LOT 4 BLK 2 Parcel No. 01-3527-00140-000 (hereinafter “property”).
2. Term: The term of this lease shall commence on January 1, 2023 and expire at midnight on December 31, 2023.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County’s sole discretion.
5. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
6. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee’s sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
7. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence of an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.

9. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
10. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
11. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
12. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
13. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: P.O. Box 2806, 211 9th Street South, Fargo ND 58108-2806

Lessee: 7313 UNIVERSITY DR S, FARGO, ND 58104-7326

15. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
16. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
17. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
18. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
19. Time is of the Essence: Time is of the essence for each term and provision of this lease.
20. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



Lessee

Cass County

By: Chair
Cass County Board of Commissioners

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

21. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Terry L. Greenlund, 7316 Elm CT, Horace ND 58047-9536 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

- Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the City of Horace, County of Cass, State of North Dakota, described as: Holmans Subdivision, Lot 21 Parcel No. 15-0275-00210-000 (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2023, and expire at midnight on December 31, 2023.
 3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
 4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
 5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
 6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
 7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.
 8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.

9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
 1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
 2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
 3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
 4. Exercise such rights or remedies that may be provided by law.
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 7316 Elm CT, Horace ND 58047-9536

16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 2023, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:


Terry L. Greenlund, Lessee

Cass County

By: Chair
Cass County Commission

EXHIBIT 1

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:
 - (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
 - (b) Structures. No new structures shall be erected on the property other than:
 - (1) a public facility that is open on all sides and functionally related to the open space use;
 - (2) a restroom; or
 - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.
2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.
3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.