

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and James Van Vleet, 7119 County Road 31 North, Fargo ND 58102-6116 (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: 2-140-49 A 2.7 THAT PART OF GOV LOT 3 IN E 1/2 OF NE 1/4 OF SEC 2 DESC AS FOLL COMM AT NW COR OF E 1/2 OF NE 1/4 OF SEC 2; THEN S ALG W LN OF E 1/2 OF NE 1/4 FOR 1533' TO PT OF BEG; THEN E PARA TO N LN OF SEC 2 FOR 670' MORE OR LESS TO W BK OF RED RIV; THEN SWLY ALG W BK OF RIV TO A LN PARA WITH & 1733' S OF N LN OF SEC 2; THEN W ALG LN PARA WITH N LN OF SEC FOR 510' MORE OR LESS, TO W LN OF E 1/2 OF NE 1/4; THEN N ALG W LN OF E 1/2 OF NE 1/4 FOR 200' TO PT OF BEG. TRACT CONT 2.7 ACRES MORE OR LESS. (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2025, and expire at midnight on December 31, 2025.
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 9<sup>th</sup> Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: 7119 County Road 31 North, Fargo ND 58102-6116

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, 2025, 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.

**Progressive Home, by Homesite**

Issued by HOMESITE INSURANCE COMPANY  
P.O. Box 5300  
Binghamton, NY 13902-9953  
Tel. (866) 960-8609 Fax (877) 273-2984

**Insured Name and Mailing Address:**

JAMES VAN VLEET  
NICOLE VAN VLEET  
7119 CO RD 31  
FARGO, ND 58102-

**Evidence of Insurance For Policy  
Number 37161213**

This policy covers the listed location(s) from:  
12:01 AM June 25, 2024 through  
12:01 AM June 25, 2025 (local time)

**Send payment to:**

PO Box 1409  
NEWARK, NJ 07101-1409

**Insured Location**

7119 CO RD 31 FARGO, ND 58102-  
**Residence:** Primary home

**Deductible:** \$5000

**Wind/Hall Deductible:** \$5000

Coverage	Limit	
<b>Section I - Property</b>		
A. Dwelling	\$463,000	
B. Other Structures	\$46,300	
C. Personal Property	\$231,500	
D. Loss of Use	\$138,900	
<b>Section II - Liability</b>		
E. Personal Liability	\$500,000	
F. Medical Payments to Others	\$5,000	
<b>Total Policy Premium</b>		\$1968.00
<b>Total Amount Due</b>		\$0.00
<b>Total Amount Paid</b>		*\$1968.00

\*Please note that installment fees are not included in these totals and vary by payment plan option.

**Notes:**

H03 - Homeowners

The Coverage A Dwelling amount is based on replacement cost as described in the policy. Certain exceptions apply. Please review your policy for further details.

All information and representations herein are subject to the policy terms and conditions. Coverage is contingent upon receipt of the initial payment of premium prior to the effective date of the policy.

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**Authorized Representative**

**Date January 26, 2025**

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**This evidence of property insurance is issued as a matter of information only and confers no rights upon the certificate holder. This evidence of property insurance does not amend, extend or alter the coverage afforded by the policy above.**

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