

## LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Todd and Charlotte Underdahl, 6419 15<sup>th</sup> Street North, Fargo ND 58102-6020 (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 Reed, County of Cass, State of North Dakota, described as: Lot 56 Block 6 Highland Park Subdivision, Parcel No. 60-1100-01320-000 **also known as 6425 15<sup>th</sup> Street North, Fargo** (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: 6419 15<sup>th</sup> Street North, Fargo ND 58102-6020

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

  
Lessee

## 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.

# Renewal Personal Umbrella Policy Declarations



Your policy effective date is June 11, 2024

## Total Premium for the Premium Period (Your bill will be mailed separately)

Excess Liability	\$456.76
Additional Residence	\$20.85
Miscellaneous Vehicle	\$9.14
Recreational Motor Vehicles	\$18.27
Watercraft	\$54.81
<b>Total</b>	<b>\$559.83</b>

**Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).**

See the **Important Payment and Coverage Information** section for details about installment fees.

Your policy premium has been developed using the following information:

- 7 Vehicles
- 4 Operators in the household
- Supporting Allstate Home and/or Auto Policy(ies)
- 1 Additional Residence
- 2 Recreational Vehicles
- 2 Watercraft
- 1 Miscellaneous Vehicle

## Discount (included in your total premium)

Multiple Policy Discount - Auto and Property	33%
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## Operators in the household\*

- Todd Underdahl
- Charlotte Underdahl
- Andrew Underdahl
- Ellie Underdahl

\*The operators named are currently listed on your auto policy. If there are any other operators in your household or if any of the operators named have left your household, please contact your agent or producer of record to have your policy updated.

## Policy Coverages and Limits of Liability

Coverages	Limits of Liability
Excess Liability-Bodily Injury and Property Damage	\$1,000,000 each occurrence
Excess Liability-Personal Injury	\$500,000 each occurrence
Additional Dwelling Rented To Others	Not purchased*

(continued)

Information as of April 26, 2024

## Summary

Named Insured(s)  
**Todd Underdahl, Charlotte Underdahl**

Mailing address  
**6419 15th St No  
Fargo ND 58102-6020**

Policy number  
**962 152 144**

Your policy provided by  
**Allstate Indemnity Company**

Policy period  
Begins on **June 11, 2024**  
Ends on **June 11, 2025**

Premium period  
Beginning **June 11, 2024** through **June 11, 2025** at 12:01 A.M. standard time

Your Allstate agency is  
**Fred S Hage Agency**  
2619 University Dr S  
Fargo ND 58103  
(701) 356-3665  
FREDRICKHAGE@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

11/20/2024 10:14:00 AM



**Coverages**

**Limits of Liability**

*\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.*

**Required Underlying Insurance Limits**

You must maintain the Required Underlying Insurance, at or above the limits as shown below at all times for each liability exposure any insured person has. Please refer to the "Required Underlying Insurance" provision of the policy.

<b>Coverage</b>	<b>Required Underlying Limit</b>
Personal Liability - Bodily Injury and Property Damage Liability	Combined Single Limit
1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy	\$300,000 per occurrence
2. Incidental Office, Private School or Studio	
One, Two, Three or Four Family Residential Rental Property - Bodily Injury and Property Damage Liability	\$300,000 per occurrence
Automobiles and Motor Homes	Bodily Injury \$250,000 each person \$500,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$500,000 per occurrence
Motorcycles, Motor Scooters, Mopeds and Recreational Vehicles	Bodily Injury \$100,000 each person including Passenger Liability when available \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$300,000 per occurrence Guest Passenger Liability (when available as a separate limit) \$100,000 each person \$300,000 each occurrence or Combined Single Limit \$300,000 per occurrence
Personal Watercraft such as jet skis and wet bikes	Bodily Injury \$100,000 each person \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$100,000 per occurrence

**(continued)**



Coverage		Required Underlying Limit
Watercraft Liability Craft under 26 feet and up to 50 horsepower (U.S. horsepower)	Bodily Injury	\$100,000 each person \$300,000 each occurrence
	Property Damage	\$100,000 each occurrence <b>or</b> Combined Single Limit \$100,000 per occurrence
Watercraft Liability Craft 26 feet and over or greater than 50 horsepower (U.S. horsepower)	Bodily Injury	\$250,000 each person \$500,000 each occurrence
	Property Damage	\$100,000 each occurrence <b>or</b> Combined Single Limit \$250,000 per occurrence
Employers' Liability - if Workers' Compensation or similar coverage for Domestic Workers is required or purchased voluntarily		\$300,000 each occurrence \$300,000 each employee \$500,000 policy aggregate

## Your policy documents

Your Personal Umbrella policy consists of the Policy Declarations and the following documents. Please keep them together.

- Personal Umbrella Policy - AS465
- North Dakota Personal Umbrella Policy Amendatory Endorsement - AS504

## Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Please note: This is not a request for payment. Your bill will be mailed separately.
- ▶ If you decide to pay your premium in installments, there will be a \$4.00 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$48.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.50 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$18.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Allstate Indemnity Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

William Hill  
President

Christine DeBiase  
Secretary