

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 January 12, 2016:

- Department of Justice and Department of Treasury—equitable sharing agreement and certification of participation in federal equitable sharing program to allow the county to receive any shared cash, property or proceeds through joint operation with federal law enforcement agencies;
- North Dakota Department of Transportation—amendment to traffic safety contract correcting one set of enforcement dates for the Click It or Ticket campaign;
- Flood lot lease renewals for 2016.



Office of the Sheriff

Paul D. Laney, Sheriff

January 7, 2016

RECEIVED
CASS COUNTY COMMISSION

JAN 7 2016

Chad Peterson, Portfolio
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Equitable Sharing Funds Certification

Consent Agenda, Action requested

Mary Scherling, Cass County Commission Chair

Each year, our office is required to submit an existing participant Equitable Sharing Agreement and Certification electronically signed by the Sheriff, and the commission chair. This is a prerequisite to receiving any equitably shared cash, property or proceeds through a joint operation of our office and federal law enforcement agencies.

Equitable sharing refers to a government program in which the proceeds of liquidated seized assets from asset forfeiture are shared between state and federal law enforcement authorities. A 1984 law set up the arrangement in which state and local police can *share* the seizures with federal agents.

Motion: Move to authorize Captain Michele Harmon, Cass County Sheriff's Office to electronically submit the Equitable Sharing and Certification Agreement between the Cass County Sheriff's Office, the Department of Justice and the Department of the Treasury.

Respectfully,



Captain Michele D. Harmon
Administration/Court Services Division
Cass County Sheriff's Office

Cc. Paul D. Laney, Sheriff

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety, and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang, and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
Total:		\$0.00	\$0.00

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
<input style="width: 550px; height: 30px;" type="text"/>	<input style="width: 100px; height: 30px;" type="text"/>

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input style="width: 450px; height: 25px;" type="text"/>		
NCIC/ORI/Tracking Number: <input style="width: 250px; height: 25px;" type="text"/>		

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
<input style="width: 540px; height: 30px;" type="text"/>		

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer	<input type="text"/>	<input type="text"/>

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="text"/>	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	<input type="text"/>

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.



Office of the Sheriff

Paul D. Laney, Sheriff

October 6, 2015

RECEIVED
CASS COUNTY COMMISSION

JAN 11 2016

Chad Peterson, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Amendment to ND DOT Contract Number 12152022, Click it or Ticket (CIOT)

Consent Agenda, Action Requested

Mary Scherling, Chairperson:

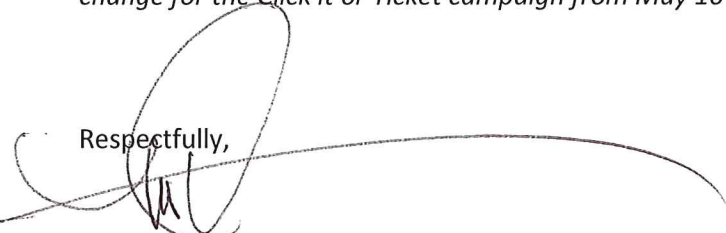
The Cass County Sheriff's office has been notified that one of the enforcement dates on the original grant for the Click it or Ticket campaign are incorrect, and this amendment will rectify that error.

A copy of the proposed amendment has been provided to the Cass County State's Attorney Office for his review.

For your convenience I have attached a copy of the original grant agreement indicating the original dates, and the proposed change listed on the amendment.

Move to authorize the Cass County Commission chair to sign the amendment that requests a date change for the Click it or Ticket campaign from May 16-30, 2016 to May 23-June5, 2016.

Respectfully,


Captain Michele D. Harmon
Administration/Court Services Division

Cc. Paul D. Laney, Sheriff

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

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Phone: 701-241-5845
Fax: 701-241-5936



North Dakota Department of Transportation Safety Division

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

January 6, 2016

Cass County Sheriff's Department
Attention: Sgt. Dean Haaland
Post Office Box 488
Fargo, ND 58107-0488

TRAFFIC SAFETY CONTRACT NO. 12152022

The amendment to the above contract is enclosed. (**Note:** the amendment shows the contract number as 12152022A. This is not an error – our electronic contract management system adds a letter after the contract number for each amendment.)

1. The amendment must be signed by a person with contracting authority.
2. A witness must sign to the left of the contractor's signature.
3. Return the signed amendment.
4. A complete and fully-executed copy will be returned to you.

If you have any questions, please call me at 328-2402.

LORY HARSCHÉ – CONTRACT MANAGER

12/lah
Enclosure

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 12152022
Project No. NOT APPLICABLE

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Cass County Sheriff's Department, hereinafter known as the Contractor, whose address is Post Office Box 488, North Dakota 58107-0488.

WHEREAS, the parties entered into a contract on October 1, 2015; and

WHEREAS, Appendix A and Attachment 1 of the contract contain errors relative to the dates for the third enforcement period for occupant protection; and

WHEREAS, the dates for the third enforcement period have been corrected, and revised pages are attached hereto and made a part of this amendment; and

WHEREAS, the revised pages shall supersede the corresponding pages in Appendix A and Attachment 1 of the original contract; and

NOW THEREFORE, the Contractor and NDDOT agree that Appendix A and Attachment 1 of the contract contain errors relative to the dates for the third enforcement period for occupant protection, and the revised pages supersede the corresponding pages in the original contract.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Michael Montplaisir
NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

Cass County Government
COMPANY NAME
Chad Peterson
OFFICER'S NAME (TYPE OR PRINT)

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

Vice Chair, Cass County Commission
SIGNATURE
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:
Karin Mongeon
DIVISION DIRECTOR (TYPE OR PRINT)
Karin Mongeon
SIGNATURE
1-5-18
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSPOP1605-05-26

SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the following scheduled CIOT enforcement periods. Contractor may not work outside the scheduled efforts.

<u>Enforcement Dates</u>	<u>Log Sheet Due Dates</u>	<u>Voucher Due Date</u>
November 1 – 30, 2015	December 2, 2015	December 31, 2015
January 1 – 31, 2016	February 3, 2016	February 28, 2016
May 23 – June 5, 2016	June 8, 2016	June 30, 2016
July 1 – 31, 2016	August 3, 2016	August 31, 2016

During each enforcement period, the Contractor must:

- Conduct high visibility enforcement within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have received the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must be able to provide verification of completed training upon request for each officer who is conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (e.g., ensuring that each overtime shift log sheet statistics are timely submitted based on log sheet due date schedule from the enforcement period for a post-enforcement news release, etc.).

ENFORCEMENT OVERTIME CALENDAR FFY 2016

OCCUPANT PROTECTION (OP) / CLICK IT OR TICKET (CIOT) (Specific Dates Only)

<u>Enforcement Dates</u>	<u>Log Sheet Due Dates</u>	<u>Voucher Due Date</u>
November 1 – 30, 2015	December 2, 2015	December 31, 2015
January 1 – 31, 2016	February 3, 2016	February 28, 2016
May 23 – June 5, 2016	June 8, 2016	June 30, 2016
July 1 – 31, 2016	August 3, 2016	August 31, 2016

IMPAIRED DRIVING (ID) / DRIVE SOBER OR GET PULLED OVER (DSOGPO)

<u>Enforcement Dates</u>	<u>Log Sheets Due Date</u>	<u>Voucher Due Date</u>
October 1 – 31, 2015	November 4, 2015	November 30, 2015
March 1 – 31, 2016	April 6, 2016	April 30, 2016
June 1 – 30, 2016	July 6, 2016	July 15, 2016
<u>*National Drive Sober or Get Pulled Over</u>		
August 19 – September 5, 2016	September 7, 2016	September 30, 2016

Additional ID Enforcement Option

December 18 – 31, 2015	January 6, 2016	January 31, 2016
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UNDERAGE DRINKING (UA) (no minimum shift length)

<u>Enforcement Dates</u>	<u>Log Sheet Due Dates</u>	<u>Voucher Due Date</u>
April 1 – 30, 2016	May 4, 2016	June 1, 2016
May 1 – 17, 2016	May 25, 2016	June 19, 2016

Occupant Protection can only be worked during the specified time frames.

*National DSOGPO campaign requires each agency to work a minimum of four shifts that are at least four hours in length.

All other Impaired Driving campaigns require two shifts to be worked. There is no minimum requirement on the number of hours worked per shift.

Please keep in mind that if it is extremely quiet and there is little or no productivity, you can cut the shift short and work the program on another day. Please note the reason for shortening the shift.

Impaired Driving and Underage can be worked outside of the mandatory time frames providing you have adequate funding to fulfill the contracted required time frames.

original Contract Approved on October 19, 2015

NDDOT Contract No. 12152022
Project No. PHSP0P1605-05-26,
PHSPID1610-02-27, & PHSPID1610-12-17

**North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT**

Federal Award Information – to be provided by NDDOT

CFDA No.: 20.616	CFDA Title: National Priority Safety Programs
Award Name: Click It or Ticket and Alcohol Enforcement	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 701-328-2899

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Cass County Sheriff's Department, hereinafter referred to as the Contractor, whose address is Post Office Box 488, Fargo, North Dakota 58107-0488.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin October 1, 2015, and shall end September 30, 2016.



III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$17,900. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

V.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and



transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or



- ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

This agreement constitutes the entire agreement between the parties. 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 instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVIII.

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX.

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



EXECUTED the date last below signed.

WITNESS:

Michael Montplaisir
NAME (TYPE OR PRINT)

Michael Montplaisir
SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Chad Peterson
NAME (TYPE OR PRINT)

Chad Peterson
SIGNATURE

Chairman, Cass County Commission
TITLE

10-19-2015
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)

Sandra Goebel
SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Grant Levi
DIRECTOR (TYPE OR PRINT)

By: *Grant Levi*
SIGNATURE

10/28/15
DATE

APPROVED as to substance by:

Karin Mongean
SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Karin Mongean
SIGNATURE

9-30-15
DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 6-15

APPROVED as to execution this
27th day of October 2015
ATTORNEY GENERAL
By: *Jeff Val*
SPECIAL ASST. ATTORNEY GENERAL



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



original dates

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSP0P1605-05-26

SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may only work during the following scheduled CIOT enforcement periods. Contractor may not work outside the scheduled efforts.

<u>Enforcement Dates</u>	<u>Log Sheet Due Dates</u>	<u>Voucher Due Date</u>
November 1 – 30, 2015	December 2, 2015	December 31, 2015
January 1 – 31, 2016	February 3, 2016	February 28, 2016
* May 16 – May 30, 2016	June 1, 2016	June 30, 2016
July 1 – 31, 2016	August 3, 2016	August 31, 2016

During each enforcement period, the Contractor must:

- Conduct high visibility enforcement within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have received the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must be able to provide verification of completed training upon request for each officer who is conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (e.g., ensuring that each overtime shift log sheet statistics are timely submitted based on log sheet due date schedule from the enforcement period for a post-enforcement news release, etc.).

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Gregory and Eva Lynnes, 2705 Northwood Drive, Fargo ND 58102-6105 (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 1.005 TRACT IN GOV'T LOT 2 DESC AS: COMM AT SE COR OF LOT 5 NORTHWOOD SUB IN GOV'T LOT 2 PT BEING PT OF BEG THN S 43DG20' E FOR 135' THN N45DG40' E FOR 340' +/- TO PT OF INTER WITH W BANK OF RVR; THN NWLY ALG THE W BNK OF SD RIVER TO A PT OF INTERS W/A LN HAVING A BRG OF N 45DG40'E & PASSING THROUGH THE PT OF BEG; THN S 45DG40' W ALG SD LN A DIST OF 365.79', +/- TO THE PT OF BEG. **3-18-10 LEGAL DESC CORRECTION PER DEED OF RECORD (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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 Northwood Drive, Fargo ND 58102-6105

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.

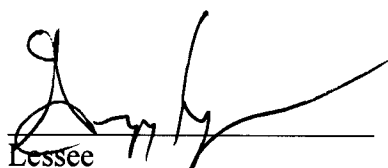
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement 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, 2016, 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.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Gregory and Eva Lynnes, 2705 Northwood Drive, Fargo ND 58102-6105 (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 Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.

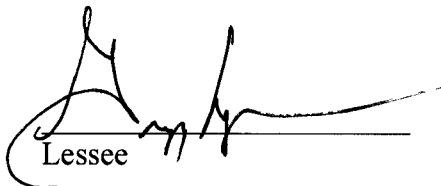
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection 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 Northwood Drive, Fargo ND 58102-6105

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, 2016, 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

*You have the most
current insurance
policy when the new
one comes will forward
it to you*

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 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, 2016, and expire at midnight on December 31, 2016.
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, 2016, 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.

HARTLAND MUTUAL INSURANCE COMPANY
P. O. BOX 1026 - 815 31ST AVE SW
MINOT, ND 58702-1026

DECLARATIONS

Policy #: 20631-2581
Page #: 1 OF 3

(701) 838-3716

Printed: 09/29/2015

INSURED: TERRY GREENLUND
and RITA GREENLUND
7316 ELM COURT
HORACE, ND 58047

RURAL PROPERTY
Policy FROM: 09/18/2015 TO 09/18/2016
Period: 12:01 AM STANDARD TIME
Revision Effective 09/18/2015
AMENDMENT 2015-2016 DEC# 05

AGENT: I07 08016-3309 PH: (701) 492-2228
IHRY INSURANCE AGENCY INC.
1291 13TH AVENUE EAST
WEST FARGO, ND 58078

PH: (701) 281-0114

LIABILITY COVERAGE PROVIDED BY:
GRINNELL MUTUAL REINSURANCE COMPANY - GRINNELL, IOWA
ID: 08-016 LIABILITY POLICY NUMBER: 20631-2581

THIS INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE PERILS WHICH ARE SPECIFICALLY INDICATED. THE LIMITS OF THE COMPANY'S LIABILITY FOR EACH ITEM COVERED SHALL BE THE AMOUNT OF COVERAGE SPECIFICALLY INDICATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE HERETO.

**\$1,000 DEDUCTIBLE APPLIES
UNLESS OTHERWISE NOTED**

ANNUAL PREMIUM: \$1,311.29
AMENDMENT PREMIUM: \$.00

BILLING MODE: MONTHLY, EFT

**DO NOT PAY FROM THIS DECLARATION PAGE, THE PREMIUM NOTICE
CONTAINS THE AMOUNT DUE AND DUE DATE.**

***** C O V E R A G E S *****

ITEM	LIMIT	DESCRIPTION	LOC	PREMIUM
001.	170,100	Custom Dwelling RC Terr. 1 Frm 1975 Rf: Asph 1992 ATTACHED GARAGE Frm 1975 Rf: Asph 1992	001	1,201.69
		HM 70- Custom Dwelling Endorsement		
		Location Adjustment		120.17-
		Home/Auto Discount		120.17-
	500	RC 107 - Replacement Cost Endorsement	001	
	4,000	HM 319 - Water Backup Sewer/Drain Included	001	40.00
		Solid Fuel Burn Surcharge	001	50.00
		HM 307 - Restrictive Roofing Endorsement		
002.	85,100	Custom Hsld Personal Prop RC	001	
	1,000	RC 90 - PP Replcmnt Cost Loss Settlement		
		RC 86 - Refrigerated Products Endorsement	001	11.50
		SUBJECT TO \$0 DEDUCTIBLE APPLIES		
003.	34,000	Custom Add'l Living Expense	001	
004.		-----	001	
005.		***** BASIC RURAL PROPERTY *****	001	
006.	30,000	Garage RR	001	189.00
		30W 36L Frm 2004 Rf: Asph 2004		
		RC 107 - Replacement Cost Endorsement	001	
		HM 445 - Coverage Limitation/Metal Surface	001	
007.	2,400	Shed RR	001	15.12
		10W 12L Frm 1990 Rf: Asph 1990		
		RC 107 - Replacement Cost Endorsement	001	
		HM 445 - Coverage Limitation/Metal Surface	001	
		HM 307 - Restrictive Roofing Endorsement		
008.		***** Claim Free Discount 15 *****		182.54-
009.		-----	001	
010.		***** MISCELLANEOUS COVERAGE *****	001	
011.		HM 4901 - Farm Eq Breakdown General Farm	001	65.00
		DEDUCTIBLES AND COVERAGE AMOUNTS APPLY		
		PER ENDORSEMENT		

HARTLAND MUTUAL INSURANCE COMPANY
P. O. BOX 1026 - 815 31ST AVE SW
MINOT, ND 58702-1026

DECLARATIONS

Policy #: 20631-2581
Page #: 2 OF 3

(701) 838-3716

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012.		HM 4920 - Equipment Brkdwn Cov/Reject-Farm	001	
013.	10,000	HM 460 - Service Line Coverage - Farm	001	28.00
		SUBJECT TO \$500 DEDUCTIBLE APPLIES		
014.		HM 461 - Service Line Coverage/Reject Farm	001	
	321,600	TOTAL PROPERTY INSURANCE		

***** LIABILITY COVERAGES *****
FARM GUARD WITH COUNTRY HOME

500,000	COVERAGE A EACH OCCURRENCE		75.34
	LIAB TO PUBLIC # ACRES:	1	
1,000,000	ANNUAL AGGREGATE FOR A.,		
	ADDITIONAL COVERAGE 1., AND B EACH POLICY YEAR		
1,000	COVERAGE B EACH PERSON		8.66
	MEDICAL PAYMENTS TO PUBLIC		
500	EACH OCCURRENCE - ADDITIONAL COVERAGE 1. DAMAGE		6.50
	TO PROPERTY OF OTHERS		
500,000	COVERAGE C EACH OCCURRENCE		25.48
	LIABILITY TO FARM EMPLOYEES		
	NUMBER OF MAN MONTHS:	1	
1,000,000	ANNUAL AGGREGATE FOR C. AND D.		
	EACH POLICY YEAR		
	C. Liability to Farm Employees		
	COVERAGE D MEDICAL PAYMENT TO FARM EMPLOYEES:		4.88
	MEDICAL LIMIT: 500		
	D. Medical Payments to Farm Employees		
	ADDITIONAL FARM RESIDENCE		13.00
	ADDRESS OF ADDITIONAL RESIDENCE:		
	7320 ELM COURT		
	HORACE ND		

***** F O R M S *****

GMIL 4643	07/15	ACTUAL CASH VALUE DEFINITION
HM 307	01/05	RESTRICTIVE ROOFING ENDORSEMENT
HM 319	01/11	WATER BACKUP SEWER/DRAIN
HM 445	01/14	COV LIMITATION/METAL SURFACING
HM 460	01/14	SERVICE LINE COVERAGE-FARM
HM 461	01/14	SERVICE LINE COVERAGE/REJECT-FARM
HM 4901	01/14	EQUIPMENT BREAKDOWN COVERAGE - FARM
HM 4920	01/14	EQUIP BRKDN COV/REJECT - FARM
HM 660810	07/10	ND AMENDATORY ENDORSMENT
HM 7001	03/01	HARTLAND MUTUAL PRIVACY NOTICE
HM 84	01/10	FARM MACHINERY RENTAL EXPENSE
HM 86	07/13	REFRIGERATED PRODUCT COVERAGE AMENDATORY
HM-10	01/11	BASIC RURAL POLICY
HM-70	07/10	CUSTOM DWELLING COVERAGE
RC 107	01/91	REPLACEMENT COST ENDORSEMENT
RC 353	09/08	LIMITED FUNGI AND BACTERIA PROP COVERAGE
RC 365	01/15	CERTIFIED ACTS OF TERRORISM - \$0.00 PREM
RC 372	ND 04/07	EXCLUSION FOR BIOLOGICAL/CHEMICAL LOSS
RC 399	01/09	NON-DEPRECIATION OF REPAIRS
RC 660820	07/13	SPECIAL PROVISIONS - NORTH DAKOTA
RC 86	01/88	REFRIGERATED PRODUCTS ENDORSEMENT
RC 90	01/10	PERSONAL PROPERTY LIMITED REPL COST
GMIL 4618	07/15	OIL GAS OR INJECTION WELL LIABILITY EXCL
GMIL 4647	07/15	IMPORTANT NOTICE
GMIL 4722	07/09	IDENTITY THEFT EXPENSE COVERAGE
GMIL 4791	10/11	CIVIL UNION ENDORSEMENT
GMRC 1945	07/09	PERSONAL INJURY COVERAGE
GMRC 2210P	07/09	FARM-GUARD POLICY
GMRC 2269	01/15	CERTIFIED ACTS OF TERRORISM - \$0.00 PREM
GMRC 7001	03/01	GRINNELL IMPORTANT PRIVACY NOTICE

***** DESCRIPTION OF PREMISES *****

- | | | |
|----|--|--|
| 1. | 1 ACRES SW-Q S-7 T-138 R-49
7316 ELM COURT
1 TOTAL ACRES | CITY, TOWNSHIP, ZIP, COUNTY NAME, STATE
, --, 58047, CASS, ND |
|----|--|--|

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE

Lynn Frey

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, 2016, and expire at midnight on December 31, 2016.
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, 2016, 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.

Declaration Page (continued)

Deductible

	<i>Deductible</i>
Applicable to each covered loss	\$1,500

Discounts Applied to Policy

Discount Type

Auto/Home

Non Smoker

Discount Type

Group - Law Enf Off

New Roof

Liability Coverage Extended to Additional Premises

Address

Lot 1 of the SE Quarter Parcel#44-0000-00621-000
Argusville, ND

Mortgagee / Other Interest

1st Mortgagee

Loan Number

US Bank National Association ISAOA
ATIMA % US Bank Home Mortgage
PO Box 7298
Springfield, OH 45501-7298

6800666176

Mortgagee Deductible Clause

Subject to all of the terms and conditions of the policy, the following provision applies only if a mortgagee is named in the declarations, and the mortgagee has foreclosed on the property prior to the date of loss: the applicable deductible for any interest of any mortgagee will be the smallest of the following amounts:

1. The deductible stated in the declarations; or
2. \$1,000.

This provision does not apply to loss or damage from earthquake, where a separate, increased deductible applies to loss or damage caused by this peril.

Policy and Endorsements

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document: 56-5555 1st ed.; J6254A 2nd ed.; J6898A 1st ed.; ND006A 1st ed.

Other Information

- The attorney-in-fact (AIF) or management fee for your renewed policy will never exceed 20% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4903 Rose Creek Parkway South, Fargo, North Dakota 58104-6846 (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, 2016 and expire at midnight on December 31, 2016.
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.
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 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: 4903 Rose Creek Parkway South, Fargo ND 58104-6846
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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:



 Lessee
 William F. Fercho
 Managing General Partner
 Fercho Family Farms, LLP

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.

**COMMERCIAL LIABILITY DECLARATIONS
RENEWAL CERTIFICATE**

17 YIF

POLICY NUMBER: CG66200
POLICY PERIOD: 1/01/2015 TO 1/01/2016



COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT	\$ 2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$ - 0 -
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$ 100,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 5,000

FORM OF BUSINESS: INDIVIDUAL

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY AND BUSINESS DESCRIPTION:

- LOC. 03 246A SEC 13-137-49, CASS CNTY, HICKSON, ND 58047; FARMLAND
- LOC. 04 128A SEC 25-138-55, CASS CNTY, ALICE, ND 58031; FARMLAND
- LOC. 05 110A SEC 36-138-55, CASS CNTY, ALICE, ND 58031; FARMLAND
- LOC. 08 4A SEC 23-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 09 28A SEC 25-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 10 320A SEC 19-147-49, TRAIL CNTY, HILLSBORO, ND 58045; FARMLAND
- LOC. 11 320A SEC 4-141-49, CASS CNTY, ARGUSVILLE, ND 58005; FARMLAND
- LOC. 14 160A SEC 23-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 15 80A SEC 23-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 16 1A SEC 25-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 17 10A SEC 23-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 18 160A SEC 12-135-53, RANSOM CNTY, ND, SHELDON, ND 58068; FARM LAND
- LOC. 19 90A SEC 24-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND
- LOC. 20 13A SEC 25-143-49, CASS CNTY, GARDNER, ND 58036; FARMLAND

CLASSIFICATION:	CODE NO.	PREMIUM BASE	ADVANCE PR/CO	PREMIUM ALL OTHER
FARM LIAB INCL COMP OPS FARM RESID INCL ACREAGE (501-2000 ACRES)*	75251	1	\$	156.00
EMPLOYERS LIAB 40 DAYS OR LESS	76750	1	\$	35.00

PROCESS DATE: 12/01/2014

Anderson & Fercho, PLLC

Certified Public Accountants

Dwight C. Anderson, CPA
William F. Fercho, MBA, CPA
John G. Ringdahl

3209 Fiechtner Drive S
PO Box 9014
Fargo, ND 58106-9014

701-235-8095
800-472-6107
Fax 701-232-2029
www.andersonfercho.com

December 28, 2015

Heather Worden
Cass County
PO Box 2806
Fargo, ND 58108-2806

Dear Heather:

Enclosed are the lease copies signed by me as the Managing General Partner of Fercho Family Farms, LLLP.

Also, enclosed is a \$20 check for the 2016 Lease Payment.

And, enclosed is proof of insurance. The Lots are Locations 16 & 17 on the North Star Renewal Certificate. We will renew the insurance again for 2016. I haven't received a bill yet for it.

Please let me know if you have any questions or need anything else.

Sincerely,



William F. Fercho, MBA, CPA

E-mail: bill@andersonfercho.com

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Fercho Family Farms, LLLP, 4903 Rose Creek Parkway South, Fargo, North Dakota 58104-6846 (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, 2016 and expire at midnight on December 31, 2016.
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: 4903 Rose Creek Parkway South, Fargo ND 58104-6846
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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County

W F Fercho

Lessee

William F. Fercho
Managing General Partner
Fercho Family Farms, 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 Robert and Maxine Nordick, 4848 County Road 81 South, 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 Auditor's Lot #2 (3.63 acres) (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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: 4848 County Road 81 South, Horace ND 58047-9721

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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County

Robert Nordick 12/28/15
Lessee

By: _____
Chair
Cass County Commission

Margaret Nordick 12/28/15
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.

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, 2016, and expire at midnight December 31, 2016.
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, 2016, 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 Shannen and Kimberlie Martin, 1358 12th Street North, Fargo ND 58102-2618 (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

2. 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 4.93 AC TWO TRACTS IN SW1/4 OF SEC 6 DESC AS: TRACT LOC IN LT 8 DESC AS FOLL: BEG AT NW COR OF SW1/4 N90DG00'E ALG E-W1/4 LN 1912.47' TO PT OF BG, S 404.28', THENCE S 90 DG E FOR A DIST 460' MORE OR LESS TO W BANK OF RIVER THENCE NELY ALNG W BANK TO PT ON E-W 1/4 LN OF SEC 6 THENCE S 90 DG W FOR DIST OF 680' MORE OR LESS TO PT OF BEG; AND ALSO A TRACT DESC AS FOLL: COMM AT NW CORN OF SW 1/4 THEN N 90DEG 00'00" E ALG E-W 1/4 SEC LN FOR 1894.52' THEN S 00DEG00'00" W FOR 404.28 FEET TO THE PT OF BEG. THEN S 90DEG 00'00" E FOR 460' TO THE W BANK OF RED RIVER THEN S'LY ALG SD W BANK OF RED RIVER TO A PT ON LN LYING 48' S OF & PARALLEL TO AFORESAID LN BEARING S 90DEG00'00" E FR THE PT OF BEG, THEN N 90DEG00'00" W ALG SD LN FOR 455' TO A PT ON LN BEARING S 00DEG00'00" W FR THE PT OF BEG. THEN N 00DEG00'00" E ALG SD LN FOR 48' TO THE PT OF BEGINNING. *4-9-12 PETITIONED COMB FROM 57-0000-10201-030 & 57-0000-10204-030 FOR FLOOD BUY OUT. Also known as 4858 County Road 81 South, Horace; Parcel No. 57-0000-10204-040.
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.

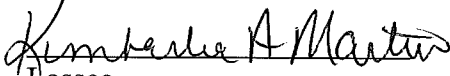
3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
4. Exercise such rights or remedies that may be provided by law.
14. Notices: Any notice which either party may or is required to give, may be given by mailing 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: 1358 12th Street North, Fargo ND 58102-2618
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, 2016, 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

 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.
3. 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.



INSURER: TRUMBULL INSURANCE COMPANY
1 GRIFFIN RD N, WINDSOR, CT 06095-1512

DECLARATIONS
HOME ADVANTAGE

POLICY NO. 55 RBE388073

Named Insured and
RESIDENCE PREMISES

MARTIN, SHANNEN D & KIMBERLIE A
1358 12TH ST N
FARGO ND 58102

Policy Period 12:01 A.M. Standard Time
at the Residence Premises →

FROM 06-18-15 TO 06-18-16 TERM: 1 YEAR

Producer Name:
CUSTOMER SERVICE: 1-800-423-0567

CODE: 578333 0A6
CLAIM SERVICE: 1-877-805-9918

TOTAL POLICY PREMIUM: \$ 1,434.00

COVERAGE IS PROVIDED WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

COVERAGES

LIMIT OF LIABILITY

SECTION I

A. DWELLING	\$ 463,000
B. OTHER STRUCTURES	\$ 46,300
C. PERSONAL PROPERTY	\$ 324,100
D. LOSS OF USE	\$ 92,600

SECTION II

E. PERSONAL LIABILITY: EACH OCCURRENCE	\$ 300,000
F. MEDICAL PAYMENTS TO OTHERS: EACH PERSON	\$ 1,000

DEDUCTIBLE - SECTION I: \$ 500 DEDUCTIBLE EXCEPT FOR A WIND/HAIL DEDUCTIBLE
EQUAL TO 2% OF COVERAGE A.

MORTGAGEE: LOAN NO. 2110194
BELL STATE BANK & TRUST
ISAOA
PO BOX 10937
FARGO ND 58106

COUNTERSIGNED BY

Susan S. Castaneda

AUTHORIZED AGENT

-----CONTINUED ON PAGE 2-----

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Margaret Tysdal, 17579 Pfiffer Drive, Horace ND 58047-9723 (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 A 1.28 COMM AT SW COR OF SEC 6, THENCE N 88 DEG 31 MIN 20 SEC E & ALG S LN OF SEC 6 FOR 1731', THENCE N 0 DEG 25 MIN 18 SEC W FOR 233', THENCE N 19 DEG 52 MIN 42 SEC E FOR 200' THENCE N 36 DEG 9 MIN 12 SEC E FOR 200', THENCE N 55 DEG 10 MIN 32 SEC E FOR 326.45', THENCE N 1 DEG 23 MIN 18 SEC W FOR 382.2', THENCE N 88 DEG 36 MIN 42 SEC E FOR 300' TO SW COR OF TRACT 9 BEING THE TRUE PT OF BEG OF TRACT 9 HERE- INAFTER DESC, THENCE N 88 DEG 36 MIN 42 SEC E FOR 300' THENCE N 1 DEG 23 MIN 18 SEC W FOR 185.9', THENCE S 88 DEG, 20 MIN 50 SEC W & ALG THE N LN OF SD GOV LOT 7 FOR 300', THENCE S 1 DEG 23 MIN 18 SEC E FOR 184.9' TO PT OF BEG, & WHICH IS PART OF GOV LOT 7 & WHICH IS SITUATED IN S 1/2 OF S 1/2 OF SEC 6. Also known as 17575 Pfiffer Drive, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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: 17579 Pfiffer Drive, Horace ND 58047-9723
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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Margaret Lypdal
 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.

Allstate Property and Casualty Insurance Company
PO Box 40047
Roanoke, VA 24022-0047



Cass County Govmmt
PO BOX 2806
FARGO ND 58108-2806

Policy number: 912 700 099
Transaction: Renewal

ADDITIONAL THIRD PARTY



Renewal Homeowners Policy Declarations
 Policy number: **912 700 099**
 Policy effective date: October 31, 2015
 Your Allstate agency is Fred Hage
 (701) 356-3665



Coverage	Limits of Liability	Applicable Deductible(s)
Family Liability Protection	\$500,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Building Codes	\$32,002	
Water Back-Up	\$5,000	• \$1,000 Water Back-Up
Business Property Protection	Not purchased*	
Business Pursuits	Not purchased*	
Electronic Data Processing Equipment	Not purchased*	
Extended Coverage on Cameras	Not purchased*	
Extended Coverage on Jewelry, Watches and Furs	Not purchased*	
Extended Coverage on Musical Instruments	Not purchased*	
Extended Coverage on Sports Equipment	Not purchased*	
Fire Department Charges	Not purchased*	
Golf Cart	Not purchased*	
Home Day Care	Not purchased*	
Identity Theft Expenses	Not purchased*	
Incidental Office, Private School Or Studio	Not purchased*	
Increased Coverage on Money	Not purchased*	
Increased Coverage on Securities	Not purchased*	
Increased Silverware Theft Limit	Not purchased*	
Loss Assessments	Not purchased*	
Satellite Dish Antennas	Not purchased*	

*** 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.**

Scheduled Personal Property Coverage

Your policy includes Scheduled Personal Property Coverage. Please refer to the Scheduled Personal Property Endorsement (form APC201) for terms, conditions and exclusions applicable to your Scheduled Personal Property Coverage.

Scheduled Personal Property Deductible: none

Property class	Total of individual item limits per class
Jewelry	\$10,288



Renewal Homeowners Policy Declarations
 Policy number: **912 700 099**
 Policy effective date: October 31, 2015
 Your Allstate agency is Fred Hage
 (701) 356-3665

Rating Information* (continued)

Interior wall partition:

100% drywall

Heating and cooling:

Average cost heat & central air conditioning, 100%

Additional details:

One picture window Interior wall height - less than 10 ft,
 One sliding glass door 100%

Fire protection details:

Fire department subscription - no 2001 ft. to fire hydrant
 4 miles to fire department

Roof surface material type:

Composition
 • 100% asphalt / fiberglass shingle

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Mortgagee

NORTHWESTERN BANK
 PO Box 10, Dilworth, MN 56529-0010
 Loan number: NONE

Additional Interested Party:

Cass County Govnmnt
 P O Box 2806, Fargo, ND 58108-2806

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$320,022	▪ \$2,000 All peril
Other Structures Protection	\$32,002	▪ \$2,000 All peril
Personal Property Protection - Reimbursement Provision	\$240,017	▪ \$2,000 All peril
Additional Living Expense	Up to 12 months	

(continued)

Renewal Homeowners Policy Declarations
Policy number: **912 700 099**
Policy effective date: October 31, 2015
Your Allstate agency is Fred Hage
(701) 356-3665

Your policy documents

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

- Homeowners Policy - APC220
- Extended Premises Endorsement - APC185
- North Dakota Amendatory Endorsement Homeowners - APC341
- Extended Protection Amendatory Endorsement - APC342
- Standard Fire Policy Provisions - APC370
- Scheduled Personal Property Endorsement - APC201
- Standard Fire Policy Provisions - AP4555

Important payment and coverage information

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

- ▶ Coverage A - Dwelling Protection Limit includes an approximate increase of \$7,404 due to the Property Insurance Adjustment provision. Coverage B - Other Structures Protection and Coverage C - Personal Property Protection adjusted accordingly.
- ▶ Please note: This is not a request for payment. Your bill will be mailed separately.

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



Steven P. Sorenson
President



Susan L. Lees
Secretary

Renewal Homeowners Policy Declarations

Your policy effective date is October 31, 2015



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

Premium for property insured	\$1,771.54
Premium for Scheduled Personal Property Coverage	112.00
Total	\$1,883.54

If you do not pay in full, you will be charged an installment fee(s). Refer to your bill for installment fee information.

Discounts (included in your total premium)

Claim Free	20%	Home and Auto	20%
Protective Device	1%	Protective Device (SPP)	5%
Age of Home	2%		

Location of property insured

17579 Pfiffer Dr, Horace, ND 58047-9723

Rating Information*

Please review and verify the information regarding your insured property. Please refer to the Estimated Home Replacement Cost Important Notice (X67831-1) for additional coverage information. Contact us if you have any changes.

The dwelling is of frame construction and is occupied by 1 family

Your dwelling is 4 miles to the fire department

Dwelling Style:

Built in 1976; 1 family; 2164 sq. ft.; 1 story

Foundation:

100% Basement (85% finished)

Attached structures:

One 2-car attached garage Wood deck, 200 sq. ft.
One medium screened porch

Detached structure:

One medium concrete swimming pool

Interior details:

One average kitchen Two single fireplaces
Three average full baths

Exterior wall type:

100% aluminum siding

Information as of September 16, 2015

Summary

Named Insured(s)
Byron and Margaret Tysdal

Mailing address
**17579 Pfiffer Dr
Horace ND 58047-9723**

Policy number
912 700 099

Your policy provided by
**Allstate Property and Casualty
Insurance Company**

Policy period
Begins on **October 31, 2015** through
October 31, 2016 at 12:01 A.M. standard
time, with no fixed date of expiration

Premium period
Beginning **October 31, 2015** through
October 31, 2016 at 12:01 A.M. standard
time

Your Allstate agency is
Fred Hage
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.

(continued)



LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Margaret Tysdal, 17579 Pfiffer Drive, Horace ND 58047-9723 (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 AUD LOT 3 of S ½ (1.15 acres). Also known as 17582 Pfiffer Drive, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.

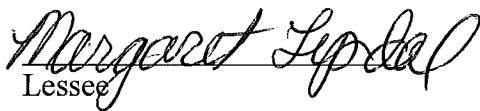
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

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

Lessee: 17579 Pfiffer Drive, Horace ND 58047-9723

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, 2016, 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 Margaret Tysdal, 17579 Pfiffer Drive, Horace ND 58047-9723 (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 Pleasant, County of Cass, State of North Dakota, described as: 6-137-48 DESC TRACT A 1.34 COMM AT THE SW COR OF SD SEC 6, THENCE N 88 DEG 31 MIN 20 SEC E FOR 1731', THENCE N 0 DEG 25 MIN 18 SEC W FOR 233', THENCE N 19 DEG 52 MIN 42 SEC E FOR 200', THENCE N 36 DEG 9 MIN 12 SEC E FOR 200', THENCE N 55 DEG 10 MIN 32 SEC E FOR 326.45', THENCE N 1 DEG 23 MIN 18 SEC W FOR 322.2', THENCE N 88 DEG 36 MIN 42 SEC E FOR 611', THENCE N 66 DEG 30 MIN 20 SEC E FOR 225' TO THE NW COR OF TRACT 5 BEING THE PT OF BEG OF TRACT 5, THENCE N 66 DEG 30 MIN 20 SEC E FOR 175', THENCE S 41 DEG 59 MIN 40 SEC E FOR PLUS OR MINUS 370' TO THE W BANK OF THE RED RIVER, THENCE MEANDERING WLY ALG SD W BK FOR PLUS OR MINUS 310', THENCE N 23 DEG 29 MIN 40 SEC W FOR PLUS OR MINUS 236' TO PT OF BEG, WHICH IS PART OF GOV LOT 7 & WHICH IS SITUATED IN THE S 1/2 OF THE S 1/2 OF SEC 6. LOT 5 LESS THE FOLL: BEG NE COR OF SD TR 5 & BEING THE TRUE PT OF BEG OF THE TR CONVEYED HEREIN THENCE, S 41DEG 59'40"" E FOR PLUS OR MINUS 370' TO THE W BANK OF THE RED RIVER OF THE N; THENCE MEANDERING WESTERLY ON W BANK FOR PLUS OR MINUS 118' THENCE N 25DEG 45'40"" W FOR PLUS OR MINUS 297' TO THE PT OF BEG. SD ABOVE DESC PART OF TR 5 CONT 16,965' PLUS OR MINUS OR .39 ACRES PLUS OR MINUS & SUBJECT TO EASEMENTS OF RECORD. Also known as 17586 Pfiffer Drive, Horace (hereinafter "property").
- Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
- 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.
- 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: 17579 Pfiffer Drive, Horace ND 58047-9723

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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Margaret Lepdal
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 , Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723 (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: Lot 1 Block 1 Butch-R-Block Subdivision, also known as 17552 Pfiffer Drive, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.
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County: 211 9th Street South, P.O. Box 2806, Fargo ND 58108-2806

Lessee: Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723

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.

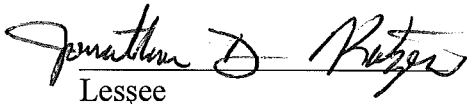
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement 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, 2016, 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

Date

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.



AMENDED DECLARATIONS
HOMEOWNERS POLICY

THIS DECLARATIONS PAGE WITH POLICY FORMS AND ENDORSEMENTS
AMENDS THE POLICY EFFECTIVE 06/15/15.

REASON FOR AMENDMENT INFORMATION CHANGED AT REQUEST OF THE MORTGAGEE

POLICY NUMBER HND 0036695	POLICY PERIOD FROM 06/15/15 TO 06/15/16	COVERAGE IS PROVIDED IN THE FOLLOWING COMPANY MILBANK INSURANCE COMPANY	AGENCY 3573	PROD 01
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NAMED INSURED AND ADDRESS JONATHAN KUTZER 17554 PFIFFER DR HORACE ND 58047	AGENT CARLSON & ASSOCIATES PO BOX 580 BARNESVILLE MN 56514 TELEPHONE 218/354-2151
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THE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS.

RATING INFORMATION- FORM 3, FRAME, CONSTRUCTED IN 1997, DEFENDER,
PRIMARY RESIDENCE, PROTECTION CLASS 07, TERRITORY 009,
FEET FROM HYDRANT 1000, FIRE STATION 3 MILES,
SEC.-I DEDUCTIBLE \$500 EXCEPT \$1000 FOR WIND/HAIL, 1 FAMILY.

DUE TO REPAIR AND REPLACEMENT COST INCREASES, SECTION I COVERAGES HAVE BEEN
INCREASED BY 5.0%

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF
LIABILITY IS SHOWN OR A PREMIUM IS STATED

SECTION I COVERAGE	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	[REDACTED]	[REDACTED]
B. OTHER STRUCTURES	[REDACTED]	[REDACTED]
C. PERSONAL PROPERTY	[REDACTED]	[REDACTED]
D. LOSS OF USE	[REDACTED]	[REDACTED]

SECTION II COVERAGE		
E. PERSONAL LIABILITY	\$500,000 EACH OCCURRENCE	[REDACTED]
F. MEDICAL PAY. TO OTHERS -	\$2,000 EACH PERSON	[REDACTED]
PRIME OF LIFE PLAN		INCLUDED
TOTAL BASIC PREMIUM - - - - -		[REDACTED]

ADDITIONAL PREMIUMS		
OWNED SNOWMOBILE LIABILITY		[REDACTED]
OWNED SNOWMOBILE LIABILITY		[REDACTED]
OWNED SNOWMOBILE LIABILITY		[REDACTED]
OWNED SNOWMOBILE LIABILITY		[REDACTED]
SNOWMOBILE PHYSICAL DAMAGE ENDORSEMENT		[REDACTED]
SNOWMOBILE PHYSICAL DAMAGE ENDORSEMENT		[REDACTED]
SNOWMOBILE PHYSICAL DAMAGE ENDORSEMENT		[REDACTED]
TOTAL ADDITIONAL PREMIUMS - - - - -		\$ [REDACTED]
TOTAL ANNUAL PREMIUM - - - - -		[REDACTED]

PREMIUM BASED ON FAVORABLE LOSS EXPERIENCE

*** YOUR HOMEOWNERS POLICY HAS BEEN DISCOUNTED AS SHOWN BELOW:

YOU HAVE RECEIVED AN AGE OF DWELLING DISCOUNT OF 5%
YOU HAVE RECEIVED AN AUTO/HOME DISCOUNT OF \$758
PROTECTIVE DEVICE CREDIT 2%

POLICY PERIOD- 12-01 AM STANDARD TIME AT THE RESIDENCE PREMISES.

PREV PREMIUM [REDACTED]	CHANGE \$.00	CHANGE IN PREMIUM \$.00
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LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and , Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723 (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: 7-137-48, Auditor's Lot 1 in NW ¼ less East 150', also known as 17554 49th Street SE, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.

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

Lessee: Jonathan and Kristen Kutzer, 17554 Pfiffer Drive, Horace ND 58047-9723

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.

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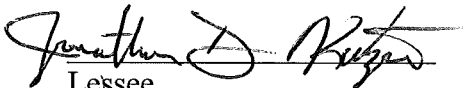
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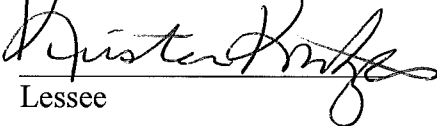
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IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County



Lessee


Lessee

By: Chair
Cass County Commission

Date

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;

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LEASE OF PROPERTY

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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: 7-137-48, East 150' of Auditor's Lot 1 of NW ¼, also known as 17550 49th Street SE, Horace (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.
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IN WITNESS WHEREOF, the parties hereto affix their signatures:


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Cass County

By: Chair
Cass County Commission

Date

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 - (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, 2016, and expire at midnight on December 31, 2016.
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, 2016, 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.

HOMEOWNERS POLICY -- RENEWAL CERTIFICATE

10 YIF

POLICY NUMBER: H279690

**PLEASE RETAIN THIS RENEWAL CERTIFICATE
WITH YOUR ORIGINAL POLICY!!**

INSUREDS COPY

POLICY PERIOD: FROM 11/20/2015 TO 11/20/2016
12:01 AM STANDARD TIME



- DECLARATIONS -

NAMED INSURED AND ADDRESS: 701-838-9624

AGENT AND ADDRESS: (701) 843-7524

**HILARY GIETZEN
4600 US HWY 52 S
MINOT ND 58701**

1178 X SECURITY FIRST AGENCY OF ND
700 ASH AVENUE
P.O. BOX 397
NEW SALEM ND 58563

In consideration of the payment of the premium specified, the policy designated above is renewed for the indicated period. Insurance is provided only with respect to the coverages and limits shown below. The terms and conditions of the policy are stated in the original policy, unless changed by form(s) and/or endorsement(s) listed on this renewal certificate.

CREDIT HISTORY OR CREDIT RATING WAS USED TO DETERMINE THE PREMIUM OF THIS POLICY.

PROPERTY COVERAGES	A RESIDENCE	B RELATED PRIVATE STRUCTURES	C PERSONAL PROPERTY	D ADDITIONAL LIVING EXPENSE
LIMIT	\$168,000	\$16,800	\$100,800	ACTUAL LOSS SUSTAINED IN 12 MTHS
\$5,000 FLAT DEDUCTIBLE				
PERSONAL LIABILITY COVERAGE	L PERSONAL LIABILITY		M MEDICAL PAYMENTS TO OTHERS	
	LIMIT \$ 500,000 (EACH OCCURRENCE)		LIMIT \$5,000 (EACH PERSON)	

PROT CLASS: P; 1 FAMILY FRAME; YOC: 1977 ; ROOF YEAR: 2010

DESCRIBED LOCATION NO. 1 COUNTY OF WARD (1011)
4600 US HWY 52 S MINOT ND 58701

PERSONAL LIABILITY & MEDICAL PAYMENTS EXTEND TO A SEASONAL DWELLING LOCATED AT 7318 52 AVE N HARWOOD ND; VACANT LAND LOCATED: SEC 18-140-49 CASS CO MN W/3.55 ACRES

Your policy is subject to the forms/endorsements listed below. Any new or revised forms/endorsements are attached and now apply. Current policy forms are available on request.

				PREMIUM
NS-3	(09-09)	SPECIAL FORM		586.00
NS-131H	(05-15)	AMENDMENT OF POLICY TERMS - HOMEOWNERS (ND)		
NS-100	(03-02)	INLAND MARINE GENERAL TERMS		INCL.
		INCREASED LIMITS LIABILITY/MEDICAL PAYMENTS		38.00
NS-55	(09-09)	REPLACEMENT COST LOSS SETTLEMENT TERMS - PERS PROP		59.00
NS-175	(05-91)	PERSONAL ARTICLES COVERAGE		44.00
NS-208	(03-11)	BACK UP OF SEWER, DRAIN OR SUMP SYSTEM		62.00
IM-850	(06-84)	FARM MACHINERY SCHEDULED COVERAGE		110.00
HO 3048	(01-06)	RELATED PRIVATE STRUCTURES - DESCRIBED LOCATION		83.00
YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING DISCOUNTS:				
HO 6516	(01-06)	PROTECTIVE DEVICES	2%	INCL.
		HIGHER DEDUCTIBLE DISCOUNT	24%	INCL.
		VALUED CUSTOMER DISCOUNT	6%	INCL.
		INSURANCE SCORE FACTOR DISCOUNT	27%	INCL.
TOTAL ANNUAL PREMIUM				982.00#

PROCESS DATE: 10/19/2015

18

CONTINUED ON REVERSE SIDE

LEASE OF PROPERTY

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Victor and Patricia Pellerano, 2709 Northwood Drive, Fargo ND 58102-6105 (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 LESS W 10' OF N 72.5' FOR 1998 RIGHT OF WAY, NORTHWOOD ADDITION, CONTAINS .02 ACRES (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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.

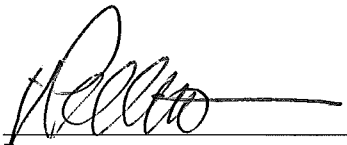
15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.

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

Lessee: 2709 Northwood Drive, Fargo ND 58102-6105

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, 2016, 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.

Protector Plus Homeowners Declaration

Page



Policy Number: 90889-24-59
Effective: 11/1/2015 12:01 AM
Expiration: 11/1/2016 12:01 AM
Named Insured(s): Victor Pellerano & Patti Pellerano
 2709 Northwood Dr
 Fargo, ND 58102-6105
Property Insured: Northwood Ln Lt2
 Fargo, ND 58102
Underwritten By: Fire Insurance Exchange
 6301 Owensmouth Ave.
 Woodland Hills, CA 91367

Premiums

Policy Premium **\$1,617.02**

This is not a bill.

Your bill with the amount due will be mailed separately.

Description of Property

Year of Construction	Construction Type	Roof Type	Number of Units	Occupancy
1971	Frame W/ 0%-33% Masonry Veneer	Asphalt Shingle	1	Owner Occupied (Primary Res.)

Property Coverage

Coverage	Limit
Coverage A - Dwelling	\$212,000
Extended Replacement Cost	\$53,000
Coverage B - Separate Structures	\$21,200
Building Ordinance or Law	10%

Coverage	Limit
Coverage C - Personal Property	\$159,000
Coverage D - Loss of Use	\$106,000

Liability Coverage

Coverage	Limit
Coverage E - Personal Liability	\$500,000
Personal Injury	Covered
Association Loss Assessment	\$1,500

Coverage	Limit
Coverage F - Medical Payments To Others	\$5,000

Additional Coverage

Coverage	Limit
Additional Premises	Covered

Coverage	Limit
Sewer & Drain Damage - Basic Limit	\$5,000

farmers.com

Policy No. 90889-24-59

Questions?

Call your agent Chad S Johnson at (701) 552-7969 or email
 cjohnson1@farmersagent.com

Manage your account:

Go to www.farmers.com to access
 your account any time!



Declaration Page (continued)

Deductible

Deductible

Applicable to each covered loss except Windstorm or Hail Loss	\$500
Windstorm or Hail Loss (1% of Cov. A Limit)	\$2,120

Percent Deductibles adjust with changes to Cov. A Limit

Discounts Applied to Policy

Discount Type

Auto/Home

Non Smoker

Discount Type

50 Plus

Home Security

Liability Coverage Extended to Additional Premises

Address

Lot 1 Northwood Dr Sub Fargo, Nd 58102
Fargo, ND

Mortgagee / Other Interest

1st Mortgagee

Loan Number

Wells Fargo Bank NA #472

9620760

ISAOA

PO Box 100574

Florence, SC 29502-0574

Policy and Endorsements

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document:

56-5274 4th ed.; E4040A 1st ed.; E4207 1st ed.; E6008 2nd ed.; E6018 1st ed.; E6044A 2nd ed.; E6047 2nd ed.; H6104A 2nd ed.; H6106 1st ed.; J6152A 1st ed.; J6180A 1st ed.; J6800A 1st ed.; J6900A 1st ed.; S1506A 2nd ed.

Other Information

- Mortgagee pays premium for this policy.
- The attorney-in-fact (AIF) or management fee for your renewed policy will never exceed 25% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.

farmers.com

Policy No. 90889-24-59

Questions?

Call your agent Chad S Johnson at (701) 552-7969 or email
cjohnson1@farmersagent.com

Manage your account:

Go to www.farmers.com to access your account any time!

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, 2016, and expire at midnight on December 31, 2016.
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

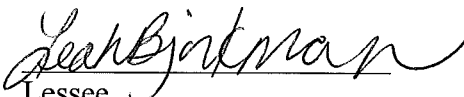
Lessee: 2525 Northwood Drive, Fargo ND 58102-6101

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, 2016, 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, 2016, and expire at midnight on December 31, 2016.
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.

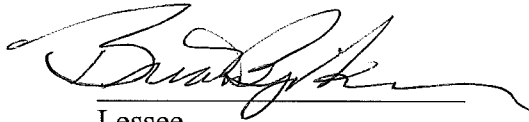
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection 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, 2016, 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 Ken Hagen, 14964 47th Street SE, Leonard ND 58052-9756 (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 Walburg, County of Cass, State of North Dakota, described as: Lot 2 Block 1, Von Hagen Subdivision (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 2016, and expire at midnight on December 31, 2016.
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 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: 14964 47th Street SE, Leonard ND 58052-9756

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, 2016, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Ken Hayer
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.

Farmers Union Mutual Insurance Company

Farm Liability - Attached

Client File

Policy Number:	32-013149-11-001-7-31	Inception Date: 04/09/2015	Expiration Date: 04/09/2016
Insured(s) Name:	KENNETH HAGEN 14964 47TH ST SE LEONARD, ND 58052-9756		
Agent	129 - BOB WASLIEN & SCOTT CRAMER	County: 9 - CASS	
Annual Premium:	430	Written Premium: 430	Bill Dues: No

Coverages

		<u>Premium</u>
Liability Limit	500,000	
Medical Payments Limit	5,000	145
Grazing Acres	1,000	
Other Acres	1,136	0
Livestock	Yes	100
Chargeable Other Interests	0	0

Endorsements

		<u>Premium</u>
EXCLL-1	04/2002 Lead Liability Exclusion	
FL-Y2K	12/1998 Exclusions - Computer Related	
SE-1	01/1997 Signature Endorsement	
FLP-1	04/2005 Farm Liability Policy	
FLP-5	01/2005 Chemical Drift Liability (50,000 Aggregate Limit)	100
FLP-7	01/2005 Additional Residence (1 Farm)	35
FLP-12	01/2005 Employer's Liability (1 Man Month)	50
FLP-16	02/2002 Terrorism Exclusion	
FLP-26	04/2005 Excess Medical Payments	

Total quoted premium : 430

Locations:	<u>Loc. #</u>	<u>Description</u>
	1	SECTION 35-138-53, CASS COUNTY
	2	SECTION 22-153-101, MCKENZIE COUNTY

Other Interests:

NONE

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, 2016, and expire at midnight on December 31, 2016.
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: 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, 2016, 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.