

Land Lease

1. **Parties:** The parties to this agreement are _____ (name) _____ (address) _____ (phone), herein after known as Lessee, and Burleigh County, North Dakota (221 N 5th St, Bismarck, ND 58501 -phone 701-222-6718) herein after known as the County.

2. **Purpose:** This agreement shall define responsibilities of each party regarding an approximately 19-acre tract of land at the Missouri Valley Complex. That tract of land is one contiguous piece of land contained within Section One (1) of Township One Hundred Thirty-eight (138), Range Eighty (80) West, Burleigh County, North Dakota. The tract does not have its own metes and bounds legal description but is illustrated on the attached and hereby incorporated Exhibit A.

3. **Existing Agreements:** This agreement shall replace all oral agreements, leases and memorandums of agreement and contracts between Lessee and County related to the land described in paragraph 2 at the Missouri Valley Complex.

4. **Use:** Lessee will use the land for haying as outlined in paragraph 7.

5. **Term of Lease:** The term of this lease will be May 6, 2025 through December 31, 2026.

6. **Rent:** The rent for the land is established at \$ _____ for the period specified above. The annual rent of \$ _____ is payable no later than May 15th, each year. Payment will be payable to Burleigh County, ATTN: Auditor/Treasurer, at PO Box 5518, Bismarck, ND 58506. Burleigh County shall be entitled to collection costs and reasonable interest for late payment.

7. **Lessee Responsibilities:** Lessee agrees to hay the acres in a good and husband-like manner, according to the usual course of husbandry. In connection therewith Lessee agrees to keep under control, to the best of Lessee's ability, all noxious weeds. Lessee shall furnish all machinery, labor, equipment, and anything else connected with the haying of said land during the term of this lease, at the entire expense, cost, and liability of Lessee, and free of all expense, cost and liabilities of the County, and shall at all times keep the real property free and clear of any liens of any third parties that might attempt to make a claim through Lessee. Lessee agrees that Lessee will maintain the land during the tenancy in at least as good a condition and repair as it was at the beginning of this lease, and will keep in good repair all open ditches; any grass waterways, if any; will not commit waste or damage to the real estate and will use due care to prevent others from doing so; will not construct any drainage activities or obstruct any natural draining paths without the written consent of the County; will permit the County or its agents to enter at any reasonable time for repairs, improvements, and inspection and such other purposes as the County may desire provided that the County shall not unreasonably interfere with the operations of Lessee; and will hay

the real estate in such a manner as to reasonably preserve the value of the property and reasonably limit the spread or growth of noxious weeds.

- 8. Equipment:** All equipment that is utilized by Lessee shall be removed from the Missouri Valley Complex property no later than November 15th of each year.
- 9. Indemnification and Hold Harmless:** Lessee agrees to fully indemnify and hold harmless the County from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of Lessee's management and operation of the property at the designated location. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold the County harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of Lessee's management and operation of property at the designated location. It is expressly understood that Lessee shall be responsible for full indemnification of the County and will hold the County harmless from any and all such claims.
- 10. Liability Claims:** The County shall be held free from all liabilities and claims for damages and/or suits for, or by reason of, any injury or injuries to any person or persons, or property, of any kind whatsoever (whether the person or property of Lessee, their agents or employees, or third persons), from any cause or causes whatsoever, while in or upon said premises, or any part thereof, during the term of this lease, or on account of any occupancy or use of said premises, or any activity carried on, by Lessee in connection therewith; Lessee hereby covenants and agrees to indemnify and save harmless the County from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, howsoever occurring, or damages growing out of the same.
- 11. Termination of Agreement.** The County or Lessee may unilaterally terminate this agreement upon 30 days' written notice to the other party. In the case that the agreement is terminated, it is understood that the termination of the agreement shall be effective on December 31st of that same year. Each party shall submit final billing statements and checks within 30 days of termination date. Either party may terminate this agreement for cause due to breach of the agreement. Such termination shall be preceded by a fourteen (14) day written notice to the breaching party. If the breaching party fails to remedy the breach within fourteen (14) days of receipt of notice, the non-breaching party shall have the right to terminate the agreement at the end of the fourteen (14) days.
- 12. Subletting:** This lease is not transferrable and in no way may the Lessee sublet, assign, or encumber their interest in the lease without prior written approval and consent of the County.

- 13. Default:** If Lessee fails to pay the rent or any other charge required to be paid by Lessee, or if Lessee breaches any of the terms of this lease, then as to every default or breach, including non-payment of rent, the County may give Lessee fourteen (14) days written notice thereof. If such default has not been cured within such period, then the County may terminate this lease and the County will have the right to reenter and take possession of the land, but Lessee will remain liable as hereinafter provided. If the land becomes vacant or abandoned (not hayed and becomes overgrown), this lease shall expire and terminate and the County may re-enter and may take possession of the land in the manner provided by law but Lessee will remain liable as hereinafter provided. Notwithstanding anything stated herein, Lessee agrees that whether possession is taken, or this lease is cancelled by the County, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Lessee will be responsible for all costs, including attorney's fees incurred by the County in enforcing this and any other provision of this lease. Lessee agrees to pay the County's reasonable attorney's fees and expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in and about recovering possession from Lessee, should the services of an attorney be retained by the County in so doing.
- 14. Successors:** All rights of the parties herein shall inure to the benefit of its successors, and assigns; and all obligations and benefits shall bind its successors, heirs, personal representatives, and assigns.

Lessee

Date

Brian Bitner, Chair
Burleigh County Commission

Date

Exhibit A:

