

**CITY OF DICKINSON
PASTURE LEASE**

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Landlord and Tenant, as stated herein.

Date: _____

Landlord: City of Dickinson
38 1st St W
Dickinson, ND 58601

Tenant: Brusseau Farms
10790 39 Street SW
Dickinson, ND 58601

Property Legal Description:

A tract of land consisting of the NE Quarter of the SE Quarter (NE¹/₄SE¹/₄) of Section 12, T139, R96W, together with the NW Quarter of the SW Quarter (NW¹/₄SW¹/₄) of Section 7, T139N, R95W Stark County, ND.

Number of Acres: _____ 35 _____

Annual rent: \$30.00 per acre Total Annual Rent: _____ \$1,050.00 _____

Rental Term From: _____ April 15th, 2026 _____ To: _____ April 14th, 2029 _____

1. **Real Property Lease.** For and in consideration of the rents and covenants herein provided kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the “Leased Premises”), for pasture and grazing purposes.

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, unless terminated earlier pursuant to the provisions of this Agreement. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all livestock and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before every April 14th of the Rental Term.

4. **Weed Control.** Tenant shall be responsible for weed control within the site outlined in Exhibit A.

5. **Access to Leased Premises.** Access to the Leased Premises is restricted and difficult. Herding of cattle through Cell 4 lagoons is prohibited.

6. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of grazing, and for no other purpose. Use for an unauthorized purpose shall be considered a material breach of this Lease.

7. **Fencing.** Tenant shall be responsible for any and all fencing on the Leased Premises for the purpose of securing permitted livestock.

8. **Water Supply.** Tenant acknowledges and agrees that Landlord is not responsible for providing, maintaining, or guaranteeing any water supply for the Leased Premises. Tenant shall be solely responsible for securing adequate water for the livestock and any other uses during the term of this Lease.

9. **Government Payments.** All government payments that may be allocated to the Leased Premises during the term of the Lease, whether for participation in any agricultural program or by way of relief from crop failure or disaster, or otherwise, shall go to Tenant.

10. **Inspection.** Landlord shall have the right to enter the Leased Premises for the purpose of inspecting the same or taking samples at any time, so long as the same shall not unreasonably interfere with the use of the Leased Premises by Tenant.

11. **Hold Harmless Provision.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages or expenses resulting from Tenant's occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability, loss, damage, or expense arising from: (a) by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises, or in any way connected with the Leased Premises or personal property in or on the Leased Premises, including any liability or any injury to the person or personal property of Tenant, his agents, officers, or employees; (b) by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the insistence of Tenant, his agents, officers, or employees; (c) by reason of Tenant's failure to perform any provision of this Lease or to comply with any requirement imposed upon Tenant, or imposed upon the Leased Premises, by any duly authorized governmental agency or political subdivision; (d) because of Tenant's failure or inability to pay as such shall become due any obligations incurred by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

12. **Mineral Development.** Landlord reserves all mineral rights it may have upon the Leased Premises, as well as the right of ingress and egress for the purpose of exploring for, mining and removing oil, gas, coal, gravel, or other minerals lying in, on, or under the Leased Premises, or to the lease said rights to any person and grant the right of ingress and egress therein. Landlord shall further have the right to permit the location of such machinery and equipment as may be necessary for mineral exploration or development.

13. **Seismic Damages.** All oil and gas exploration or seismographic payments received with respect to the Leased Premises for crop damages received shall go to Tenant.

14. **Landlord's Lien.** Landlord hereby reserves, and Tenant hereby grants to the Landlord, a lien upon all livestock raised on the Leased Premises in order to secure the timely performance of all covenants and agreements herein contained.

15. **Liens against Tenant.** Tenant shall not permit any lien to attach to the livestock kept on the Leased Premises, the Leased Premises itself, or any improvements thereon.

16. **Assignment and Subletting.** This Lease may not be assigned, nor any portion of the Leased Premises be sublet, without the prior written authorization and consent of Landlord. Landlord may sell or assign the Leased Premises freely, subject only to the terms of this Lease.

17. **Default.** Tenant's failure to fulfill any condition or term of this Lease, or to pay the rent when due, shall be a material default. Upon such material default, Landlord shall be entitled to reenter and take possession of the Leased Premises, without the same working any forfeiture of the rents to be paid hereunder or a waiver of any of the covenants, terms, or conditions of this Lease to be performed by Tenant, nor working any forfeiture of any other remedies available to Landlord under law. In the event of such default, Tenant agrees to peaceably surrender his possession of the Leased Premises immediately and upon demand. A waiver by Landlord of any default or breach hereunder on the part of Tenant shall not be construed to be a continuing waiver of such default or breach, nor a waiver in a manner of a default of breach subsequently occurring.

18. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes. Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph.

19. **Binding Effect.** This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

20. **Governing Law.** This Lease shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

21. **Entire Agreement.** This Lease contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Lease. This Lease may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Lease, but rather this Lease may be amended only by an agreement in writing signed by the parties.

22. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Lease.

(signatures begin on next page)

Exhibit A

Tract 1, 35 Acres

