

**CITY OF DICKINSON**  
**FARM 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 1<sup>st</sup> Street West  
Dickinson, ND 58601

Tenant: Randy Hondl  
3949 112<sup>th</sup> Avenue SW  
Dickinson, ND 58601

Property Legal Description:

That part of the NW1/4 of Section 16, Township 139 North, Range 96 West of the 5<sup>th</sup> P.M., Stark County, North Dakota,

EXCLUDING that portion of the premises behind used and utilized by the City of Dickinson, Stark County, North Dakota, as depository of rubbish and garbage and that portion of the premises described as Lot 1, Block 1, Fireguard Subdivision and Cemetery Subdivision, and

EXCLUDING that portion of the premises commencing at the northeast corner of the NW1/4 of Section 16, T139N-R96W; thence South 01° 37' 18" west along the east boundary line of said NW1/4 for 40.00 feet to a point on the south Right-of-Way line of 8<sup>th</sup> Street SW, said point also being the northwest corner of Southpark 1<sup>st</sup> Addition of the City of Dickinson, Stark County, North Dakota; thence continuing South 01° 37' 18" West along the west boundary line of said Southpark 1<sup>st</sup> Addition for 597.30 feet to the southwest corner of said Southpark 1<sup>st</sup> Addition of the City of Dickinson, Stark County, North Dakota; thence South 61° 00' 13" West for 176.76 feet; thence North 29° 00' 22" West for 258.60 feet to the P.C. (Point of Curvature) of a curve to the Right having a radius of 475.00 feet; thence along said curve to the Right (the chord of which bears North 13° 52' 04" West, 248.09 feet) an arc length of 251.00 feet to the P.T. (Point of Tangency) of said curve to the Right; thence North 01° 16' 13" East for 225.75 feet to a point on the south Right-of-Way line of 8<sup>th</sup> Street SW; thence South 88° 22' 28" East along said south Right-of-Way line for 351.50 feet to the Point of Beginning. Said tract of land containing 4.58 Acres, more or less, and also known as Southpark Third Addition, City of Dickinson, Stark County, North Dakota.

Said premises under this lease comprises approximately 111 acres.

Number of Acres: 111

Annual rent: \$40.00 per acre

Total Annual Rent: \$4,440

Rental Term From: February 1<sup>st</sup>, 2024

To: January 31<sup>st</sup>, 2027

1. **Real Property Lease.** For and in consideration of the rents and covenants provided for herein, to be paid, kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the "Leased Premises"), for agricultural 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. On or before the end of the Rental Term, the parties hereto shall enter into negotiations for any renewals or extensions of the Lease; provided, however, that neither Landlord nor Tenant shall be bound to renew or extend this Lease. 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 hay 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 January 31<sup>st</sup> of each Lease Year.

4. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of raising crops, and for no other purpose. Tenant hereby agrees to get approval from Landlord for crop selection, prior to planting, and to provide a report of the crop yield to Landlord prior to December 31<sup>st</sup> of each Lease year. Tenant also agrees that no crops will be sold for human consumption.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

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

11. **Liens against Tenant.** Tenant shall not permit any lien to attach to growing crops, the Leased Premises, or any improvement thereon.

12. **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.

13. **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.

14. **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.

Specifically, the parties acknowledge and agree that the City will dedicate and lease a portion of the Leased Premises to another party or parties for the purposes of a pipe lay-down yard and outside storage facility.

Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph. However, there shall be no reimbursement to Tenant

in the event that the location of the proposed lay-down yard does not interfere with the farming operations of Tenant.

15. **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.

16. **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.

17. **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.

18. **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)*

IN WITNESS WHEREOF, the Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

**LANDLORD**

City of Dickinson, a North Dakota municipal corporation

By: \_\_\_\_\_  
Scott Decker, President  
Board of City Commissioners

ATTEST:

By: \_\_\_\_\_  
Dustin Dassinger  
City Administrator

STATE OF NORTH DAKOTA     )  
  )ss  
COUNTY OF STARK            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

\_\_\_\_\_  
Notary Public  
Stark County, North Dakota

**TENANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NORTH DAKOTA    )  
  )ss  
COUNTY OF STARK         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the persons are described herein and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public  
Stark County, North Dakota