

**North Dakota Department of Transportation  
LEASE**

Project Control Number:  
Project:  
Parcel(s): Tract 1 & 2

This lease is entered into 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 \_\_\_\_\_, hereinafter referred to as the Lessee, whose address is \_\_\_\_\_.

In consideration of the payment of the stated rent by Lessee, and the covenants and agreements herein contained, NDDOT does lease and rent to Lessee for the purpose of grazing and crop production that certain property in Richland County, state of North Dakota, and more specifically described as follows, to wit:

Tract 1, being the south 1,564.2 feet of the SW1/4 of Sec. 27, Twp. 130 N., Rge. 50 W., 5th P.M., except the southeasterly 20.085 acres; and

Tract 2, being the SE1/4 of Sec. 28, Twp. 130N., Rge. 50 W., 5th P.M., containing 160 acres. The risk management Appendix/Addendum, attached, is hereby incorporated and made a part of the agreement.

The term of the lease is for One year, commencing February 1, 2025, until January 31, 2026, for a rental of \$ \_\_\_\_\_ per year, payable to NDDOT as follows:

The sum of \$ \_\_\_\_\_ due upon execution of this lease, the receipt whereof is hereby acknowledged. Tenant has the option to renew the lease at the same terms for up to four additional, consecutive one-year terms, with annual rent due on the February 1 starting date of each renewal period. The state has the option to cancel said lease upon 30 days' notice prior to the annual renewal date.

Lessee shall not commit or permit waste upon the property; nor shall the Lessee assign, sublet or alter the property without written consent of NDDOT.

Lessee agrees to maintain any fencing on the property and to control noxious weeds.

At any time during the term of this lease, the Lessor or its assigns shall retain the right to enter the property for the purpose of surveying, prospecting for, and/or removing subsurface sand and gravel.

The Lessee, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

DRAFT

Executed the date last below signed:  
LESSEE

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

STATE OF NORTH DAKOTA )

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ , before me personally appeared

\_\_\_\_\_  
known to me to be the person(s) described in and who executed the within and foregoing instrument, and severally acknowledged to me that \_\_\_\_\_ executed the same.

(Seal or Stamp)

\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

\_\_\_\_\_  
SIGNATURE

My commission expires: \_\_\_\_\_

APPROVED as to substance by:

**NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
ENVIRONMENTAL TRANSPORTATION SERVICES ENGINEER

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

STATE OF NORTH DAKOTA )

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ , before me, a notary public within and for

said county and state, personally appeared \_\_\_\_\_  
known to me to be the Department of Transportation director for the state of North Dakota, and acknowledged to me that he executed the within instrument for and in behalf of the state of North Dakota.

(Seal or Stamp)

\_\_\_\_\_  
PRINT OR TYPE NAME OF NOTARY

\_\_\_\_\_  
SIGNATURE

My commission expires: \_\_\_\_\_