

## LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of December 2016, by and between the Dickinson Public School District #1 of the City of Dickinson, County of Stark, State of North Dakota, Party of the First part, and the Dickinson Park District of the City of Dickinson, County of Stark, State of North Dakota, Party of the Second Part.

WITNESSETH:

That the first party has, this 12<sup>th</sup> day of December 2016, irrevocably leased to the second party for a term of five (5) years, ending on the 12<sup>th</sup> day of December 2021, the following property owned or controlled by the first party, to-wit:

A tract of land lying in the Senior High School Addition to the City of Dickinson, County of Stark, and State of North Dakota and more particularly described as follows:

Beginning at a point of 101.0 feet north and 43.0 feet east of the southwest corner of said addition; thence east and parallel to the south line of said addition a distance of 560.0 feet; thence north and parallel to the west line of said addition a distance of 560.0 feet; thence west and parallel to the south line of said addition a distance of 560.0 feet; thence south and parallel to the west line of said addition a distance of 560.0 feet to the point of beginning. Said tract contains 7.2 acres, more or less.

the lease to be conditioned as follows:

1. That upon the property covered by this lease, the party of the second part has constructed an improvement, consisting of a combination softball-little league baseball complex, and which improvement will more specifically consist of:
  - 1.1. Four diamonds suitable for both softball and little league baseball with appropriate fencing and backstops.
  - 1.2. A building to include restrooms, equipment storage room, disbursement room and drinking fountain.
  - 1.3. Bleachers for spectators and player benches.
  - 1.4. Parking lot, bike racks, and garbage cans.
2. That the second party has used only so much of the above described property as is necessary and reasonable to build the combination softball-little league baseball complex as aforementioned. This provision incorporates the right of the second party of ingress and egress to build the combination softball-little league baseball complex.
3. That the said party of the first part consented to the second party doing whatever was necessary and required to build the complex aforementioned according to specifications set forth by the Bureau of Outdoor Recreation.
4. That the combination softball-little league baseball complex, was built and completed according to specifications as set forth by the Bureau of Outdoor Recreation shall be considered by the parties hereto as a complete recreation facility; however, it is understood, that before any further construction or additions of improvement be made to the complex in future years, full consent and Board approval shall be given by the party of the first part to the party of the second part.
5. That it is agreed by the parties hereto that the sole purpose of this lease is to maintain a combination softball-little league baseball complex which may be used to afford the general public with recreational enjoyment which will be provided by the use of the complex.
6. That the complex providing recreational enjoyment will be open and available for general public use the year around, and that the general public will not be excluded from using the recreational facility while school programs are in effect and being conducted.
7. That at the expiration of this lease, the second party agrees that the first party shall have the right to enter upon the said land and repossess the same together with all improvements of whatever kind and nature erected thereon

during the life of this lease and any previous leases between the parties, said improvements to become property of the first party in fee simple without process of law.

- 8. It is agreed that both parties of this agreement may terminate the lease upon 30 days written notification to the other party if the need or use of the previously identified land changes.
- 9. It is further understood between the parties of this lease agreement that all general maintenance and upkeep of said combination softball-little league baseball complex, shall during the life and term of this lease, be the sole responsibility of the second party.
  - 9.1. It is further provided, agreed and understood by the parties hereto, that general maintenance of the complex by the second party does include the furnishing of water required by the complex for irrigation, or for human consumption and needs of the general public making use of the recreational complex, and for whatever other water is required by use of the complex; it being expressly understood that the party of the first part will not furnish and provide water resources needed and used by the complex and the general public. The first party, with permission from the second party, may tap into the complex's irrigation source for other irrigation needs. The costs of repair, maintenance or replacement of irrigation pumps, tanks for well equipment will be shared equally by both parties.
  - 9.2. It is also understood and agreed by the parties hereto that the party of the second part may provide electrical power and services as required by the complex and its use by hooking up and onto the existing power lines used by the party of the first part, which power lines are in the vicinity of the complex.
- 10. The second party has completed its consideration to make financial contributions to cover the initial and original construction and installation costs of the combination softball-little league baseball complex, as provided for in the lease between the parties, dated June 26, 1972.

WHEREUPON the parties have hereto set their hands and seals the day and year first written above.

PARTY OF THE FIRST PART:

\_\_\_\_\_  
 President, Dickinson Public School District #1      \_\_\_\_\_  
 Superintendent, Dickinson Public School District #1

On this 9<sup>th</sup> day of January, 2017, before me, a Notary Public, personally appeared the President and Superintendent of the Dickinson Public School District #1, the persons that executed the within and foregoing agreement and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

PARTY OF THE SECOND PART:

\_\_\_\_\_  
 President, Dickinson Park District      \_\_\_\_\_  
 Director, Dickinson Park District

On this 12<sup>th</sup> day of December, 2016, before me, a Notary Public, personally appeared the President and Director of Dickinson Park District, the persons that executed the within and foregoing agreement and acknowledged to me that they executed the same.

\_\_\_\_\_  
 Notary Public

