



Horace Planning & Zoning Commission Meeting Agenda

Tuesday, June 14, 2022 – 6:00 pm

**Due to Elections, the Planning and Zoning Commission Meeting will be held
at Horace City Hall – 215 Park Dr, Horace, North Dakota**

1. Declare Quorum
2. Regular Agenda
3. Approve the May 24, 2022, Planning & Zoning Commission Meeting Minutes
4. Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development |
Jace Hellman, Community Development Director
 - a. Plat
 - i. Public Hearing
 - ii. Discussion & Action
 - b. Rezone
 - i. Public Hearing
 - ii. Discussion & Action
 - c. Planned Unit Development
 - i. Public Hearing
 - ii. Discussion & Action
5. Adjournment



HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

May 24, 2022 | 6 p.m.

Horace Fire Hall Event Center | 413 Main Street, Horace ND 58047

Present: Russell Sahr, Amy Beaton, Julie Hochhalter, Doug Wendel, Jace Hellman

Chair Sahr called the meeting to order at 6:00 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

Commissioner Beaton motioned to approve. Seconded by Commissioner Hochhalter. All in favor, none opposed. Motion carried.

Agenda Item 3: Approve the May 10, 2022 Planning and Zoning Commission Meeting Minutes

Commissioner Wendel motioned to approve the minutes from May 10, 2022. Seconded by Commissioner Beaton. All in favor, none opposed. Motion carried.

Agenda Item 4: 1080 7th St E Design Review | Jace Hellman, Community Development Director

The Planning and Zoning Commission reviewed rooftop styles and building material samples.

Commissioner Hochhalter motioned to approve. Seconded by Commissioner Beaton. All in favor, none opposed. Motion carried.

Agenda Item 5: Southdale Farms 6th Addition | Jace Hellman, Community Development Director

The Planning and Zoning Commission discussed the Plat and Rezone for Southdale Farms 6th Addition.

Commissioner Sahr motioned to table the item. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried.

Agenda Item 5: Adjournment at 6:13 p.m.

The next Planning and Zoning Commission meeting is scheduled for June 14, 2022 at 6 p.m.



**CITY OF HORACE:
PLANNING COMMISSION
STAFF REPORT**

City of Horace Commission Staff Report

Entitlements Requested:	Subdivision	Zone Change	Design Review	Conditional Use	Variance	Lot Spilt	Other
Title:	Lakeview Heights Fifth Addition/Lakeview Heights Apartments Planned Unit Development		Application Number:		PZ-2022-06		
Date:	06/14/2022		Staff Contact:		Jace Hellman		
Owner(s)/Applicant:	New Horizon Homes LLC		Applicant Contact:		CM@Drteam.com		

Purpose

New Horizon Homes LLC requests to subdivide and rezone approximately 28.14 acres into 5 lots With Zoning District classifications of C-2 (Town Center Commercial) for lots 2, 3, 4 and 5 of Block one, and R-5 (Multiple family Residential) for Lot 1 Block 1. Additionally, the applicant requests to establish a Planned Unit Development (PUD) District for Lot 1, Block 1 to develop a high density, multi-family project consisting of five (5), thirty-six (36) unit apartment structures.

Statement of Fact

Parcel Number(s):	15037900010000 15038100010000 15036000010010 15036000020000 and 15036000030000
Future Land Use Map Classification:	The property is currently designated as Community Focus
Existing Land Use:	Platted undeveloped property
Current Zoning:	C-1 (Neighborhood Commercial) & C-2 (Town Center Commercial)
Proposed Zoning:	C-2 (Town Center Commercial), R-5 (Multi-family Residential) and PUD (Planned Unit Development)
Development Area:	28.14 acres
Adjacent Zoning Districts:	North: S-R (Suburban Residential); East: PF (Public Facilities); South: C-1 (Neighborhood Commercial); West: S-R (Suburban Residential)
Adjacent Street(s):	North: 76 th Avenue South; East: Lakeview Drive; South: Lakeview Drive; West: County Road 17
Internal Street(s):	Proposed and Existing Private Streets and Drives
Adjacent Bike/Pedestrian Facilities:	Multi-use pathways along 76 th Avenue and Lakeview Drive.
Adjacent Parks:	None
Land Dedication Requirements:	During the platting process of Lakeview Heights Third Addition, the Developer contributed Two Hundred Eight Thousand Eight Hundred Eighty-Six Dollars (\$208,886) as payment in-lieu-of land dedication for public parks, which satisfies the park dedication requirement for the Development.

Consistency with Comprehensive Plan and Future Land Use Map

The proposed application is consistent with the Comprehensive Plan. The future land use map designates the area as Community Focus areas, which are expected to include a combination of higher density residential and commercial uses. The applicants request of C-2 and R-5 accompanied by a PUD district are considered consistent with the future land use map.

Discussion and Observation

The applicant has filed complete applications for Rezone, Plat and Planned Unit Development. The plat is a replat of Lots 1, 2, and 3, Block 1 of Lakeview Heights; Lot 1, Block 1 of Lakeview Heights Third Addition; and Lot 1, Block 1 of Lakeview Heights Fourth Addition. The replat consists of five lots. Four of the proposed lots are proposed to remain commercial. The fifth (lot one, block one) is proposed to develop as a high density, multi-family project consisting of five (5), thirty-six (36) unit apartment structures. A Planned Unit Development District has been proposed for Lot 1, Block 1 in order to build their proposed apartment product.

As required by Horace City Code, the applicant presented the conceptual plans for Lakeview Apartments PUD (Lot 1 Block 1) to the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission generally accepted the concept of the PUD and permitted the applicant to proceed to work with staff in the development of the PUD district agreement. During the Commissions review however, they did request that the applicant add elevators to each of the five (5) proposed multi-family structures. The PUD district agreement, specifically section 4, subsection K requires the installation of elevators as requested by the Commission, however the floor plans identified in Exhibit A (Lakeview Heights Apartments PUD Development Plan) does not identify the location of said elevators. Staff would recommend that a condition of approval be included stating that the applicant will be required to provide staff updated floor plans identifying the location of the requested elevators to be incorporated into the PUD district agreement prior to recordation of said PUD district agreement.

Recommendation

To accept the findings and recommendations of the staff report and recommend approval of the Rezone and Plat for Lakeview Heights 5th addition and the Planned Unit Development for Lakeview Heights Apartments to the City Council subject to the following condition(s) of approval:

1. The applicant shall provide City staff updated floor plans identifying the location of elevators as required within the PUD District Agreement prior to the recording of the PUD District Agreement.

Attachments

1. Lakeview Heights 5th Addition Rezone Application
2. Lakeview Heights 5th Addition Plat Application
3. Lakeview Heights Apartments PUD Letter
4. Lakeview Heights 5th Addition Plat w Zoning
5. Lakeview Heights 5th Addition Plat
6. Lakeview Heights Apartments Site Plan
7. Lakeview Heights Apartments Elevations and Floor Plan
8. Financial Security Documents
9. Title Opinion

10. Lakeview Heights Apartments Landscaping Plan
11. CR17 Preliminary Access Permit
12. Lakeview Heights Apartments Planned Unit Development District Agreement



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

ZONE CHANGE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): New Horizon Homes LLC.

ADDRESS: 4265 45th st south

PRIMARY PHONE: 701-280-9500

ALTERNATIVE PHONE:

EMAIL: Kfreier@paces-lodging.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Chris Mack

ADDRESS: 4265 45th st south

PRIMARY PHONE: 701-499-3877

ALTERNATIVE PHONE: 701-740-8263

EMAIL: cmack@paces-lodging.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: A REPLAT OF LOTS 1 & 2, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

ADDRESS: 7902 JACKS WAY, 7702 JACKS WAY, 1199 12 AVE N, 1149 COUNTY RD 17 S, 1099 COUNTY RD 17 S

CURRENT ZONING: C-2

PROPOSED ZONING: R5 PUD, C5

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Block 1
Lot 1 R5-PUD

Block 1
Lot 2 C-2
Lot 3 C-2
Lot 4 C-2
Lot 5 C-2

8 SIGNATURE


OWNER SIGNATURE

5-4-22

DATE


REPRESENTATIVE SIGNATURE

5-4-22

DATE

ZONING CHANGE FEE SCHEDULE

ZONING CHANGE FEE—\$325.00

PUD Fee- \$1000.00

DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED AND APPROPRIATE COPIES ARE READY FOR RECORDING.



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): New Horizon Homes LLC.

ADDRESS: 4265 45th st south

PRIMARY PHONE: 701-280-9500

ALTERNATIVE PHONE:

EMAIL: Kfreier@paces-lodging.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Chris Mack

ADDRESS: 4009 33rd ave south Fargo, ND

PRIMARY PHONE: 701-499-3877

ALTERNATIVE PHONE: 701-740-8263

EMAIL: cm@drgteam.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: Lakeview Heights 5th Addition

SECTION, TOWNSHIP, RANGE: Sec. 1, Township 138N, Range 49W

TOTAL ACRES: 28.14

NUMBER OF LOTS: 5

PROPOSED LAND USE AND ZONING: R5 with PUD

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

This plat is to rezone and the existing C2 lot to a PUD with R5 as the base zoning. The land dedication has already been completed with the Lake View Heights 3rd subdivision plat. The storm water will connect to an existing storm sewer stub at the intersection of 79th ave Lakeview Drive. It will flow into the existing pond west of the school lots that was designed to handle this storm water discharge.

5 EXISTING OR PROPOSED INFRASTRUCTURE TYPE

ROADS:	<input checked="" type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> PRIVATE	<input type="checkbox"/> PAVED	<input type="checkbox"/> GRAVEL
WATER SUPPLY:	<input checked="" type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> PRIVATE	<input type="checkbox"/> RURAL WATER	<input type="checkbox"/> SHARED WELLS
WASTE WATER TREATMENT	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> ON-SITE SEPTIC		
STORM SEWER:	<input type="checkbox"/> DITCHES	<input checked="" type="checkbox"/> STORM SEWER SYSTEM		
OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SUBDIVISION:			<input type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> PRIVATE

6 HIGHWAY ACCESS PERMITTING

DOES PROPOSED SUBDIVISION ACCESS COUNTY HIGHWAY? ☒ YES ☐ NO

IF YES, PLEASE SECURE HIGHWAY ACCESS PERMIT WITH CASS COUNTY ENGINEER BEFORE YOU SUBMIT SUBDIVISION APPLICATION. FOR MORE INFORMATION, PLEASE CONTACT THE CASS COUNTY ENGINEER OFFICE AT 701-298-2378 OR BUSTAB@CASSCOUNTYND.GOV.

CASS COUNTY ENGINEER TECHNICIAN

DATE

7 SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

☒ TITLE OPINION DOCUMENT

☒ VERIFICATION OF TAXES PAID (<https://proptax.casscountynd.gov/#Search>)

N/A
— PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)

N/A
— MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES

☒ DRAFT PLAT DOCUMENT

☒ DRAINAGE PLAN

8 SIGNATURE



OWNER SIGNATURE

5-4-22

DATE



REPRESENTATIVE SIGNATURE

5-4-22

DATE

SUBDIVISION FEE SCHEDULE

☐ SUBDIVISION (1-4 LOTS): \$350.00 BASE FEE + \$20 PER LOT

☒ SUBDIVISION (5 OR MORE): \$600.00 BASE FEE + \$20 PER LOT
\$700

DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED

Christianson Companies
Land development | Construction Management

New Horizon Homes is proposing a 9.32 acre multi-family development. It will consist of 5-36 plex 3 story apartment buildings with lofts on the 3rd story 3 bed room units.

The developer is asking to apply for a PUD for this project. The reason for PUD is the current R5 zoning only allows 14 units per acre with the proposed project we will need to revise it to allow 20 units per acre. We are also asking to change the current 45ft height limit to 54'. We are also asking to encroach into the 30' minimum front setback along 81st ave. The reason for the encroachment is to provide access to the building with a ladder truck. The future city ordinance will have a 10' maximum front setback in is zoning district. The current lot coverage allowed is 50% impervious. The future ordinance will allow up to 90% lot coverage. With this PUD we are proposed 80.7% lot coverage. We will be adding additional landscaping above the current requirements to help offset the increased lot coverage.

The current proposal fits the 17/76 core area design standards from the current comprehensive plan as Multi-Family. With the approval of this apartment project it will help promote additional retail and commercial development in the Lakeview Heights area. This PUD development will also fit within the current future land use map and the future ordinance that will be approved later this year.

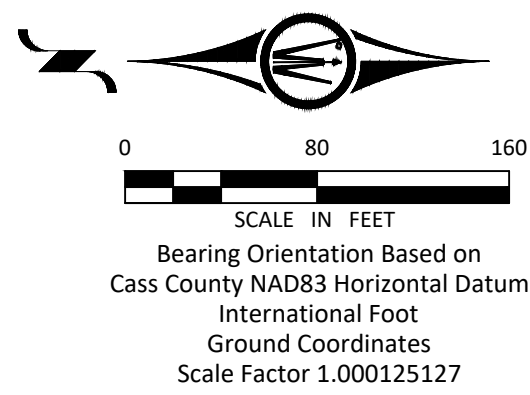
We plan on submitting for the permit early to mid-May with the construction starting early July 2022 and completing all 5 building November 2023.

The 10 year economic impact will be approximately 21,000,000 million with the 180 units proposed.

The current infrastructure along 81st avenue and Lakeview Drive will support this proposed development.

LAKEVIEW HEIGHTS FIFTH ADDITION

A REPLAT OF LOTS 1 & 2, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION AND LOTS 1, 2 & 3, BLOCK 1, LAKEVIEW HEIGHTS ADDITION TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

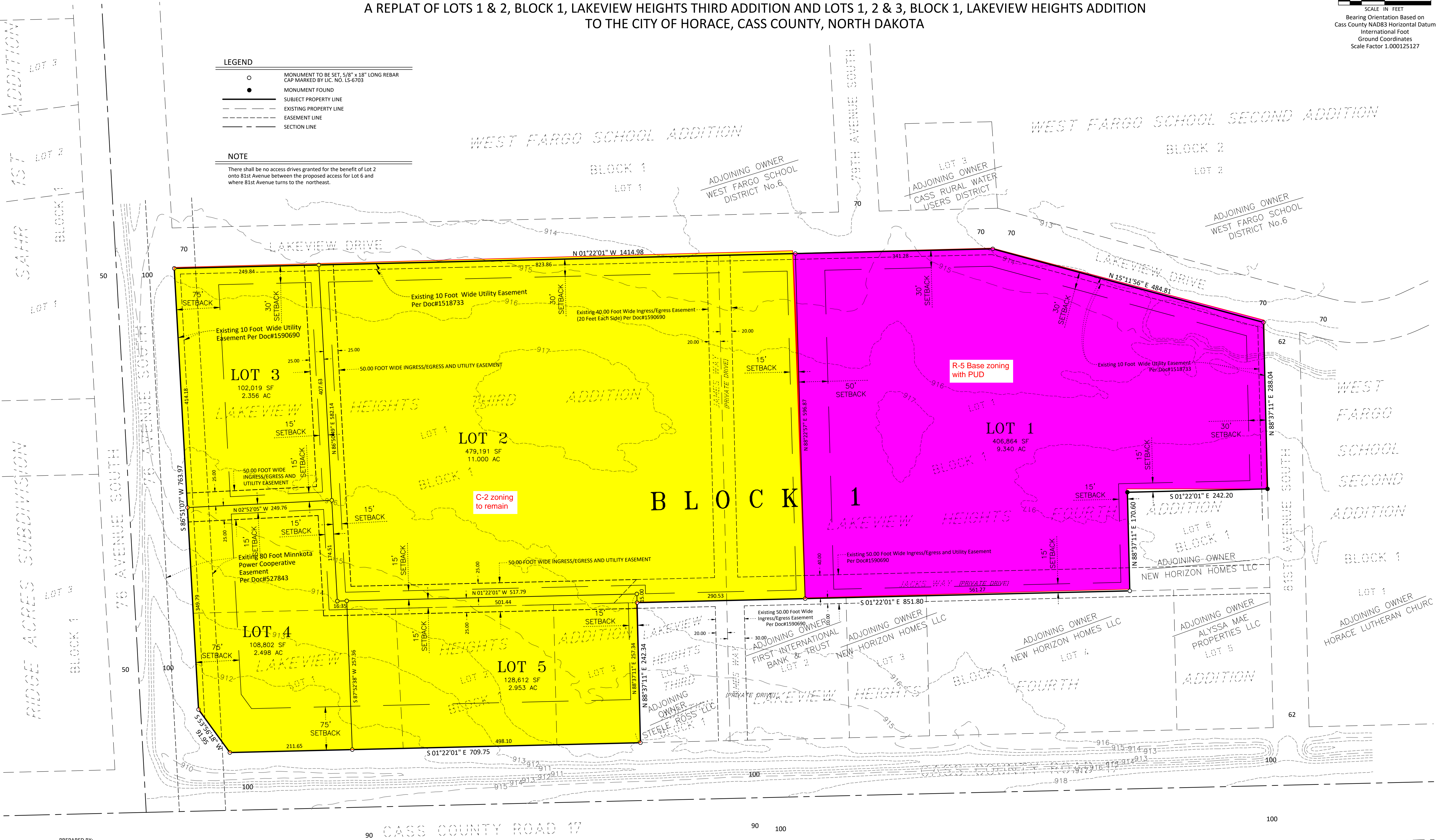


LEGEND

- MONUMENT TO BE SET, 5/8" x 18" LONG REBAR CAP MARKED BY LIC. NO. LS-6703
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- - - SECTION LINE

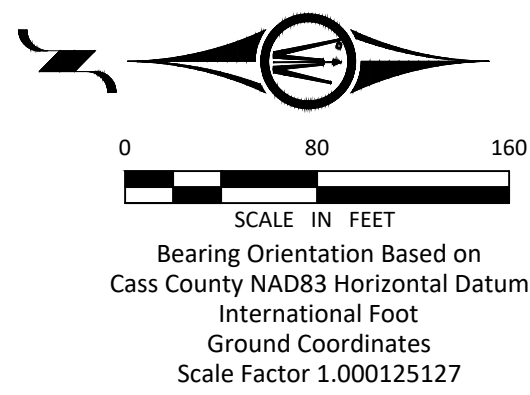
NOTE

There shall be no access drives granted for the benefit of Lot 2 onto 81st Avenue between the proposed access for Lot 6 and where 81st Avenue turns to the northeast.



LAKEVIEW HEIGHTS FIFTH ADDITION

A REPLAT OF LOT 1, BLOCK 1, LAKEVIEW HEIGHTS FOURTH ADDITION AND LOT 1, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION AND LOTS 1, 2 & 3, BLOCK 1, LAKEVIEW HEIGHTS TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

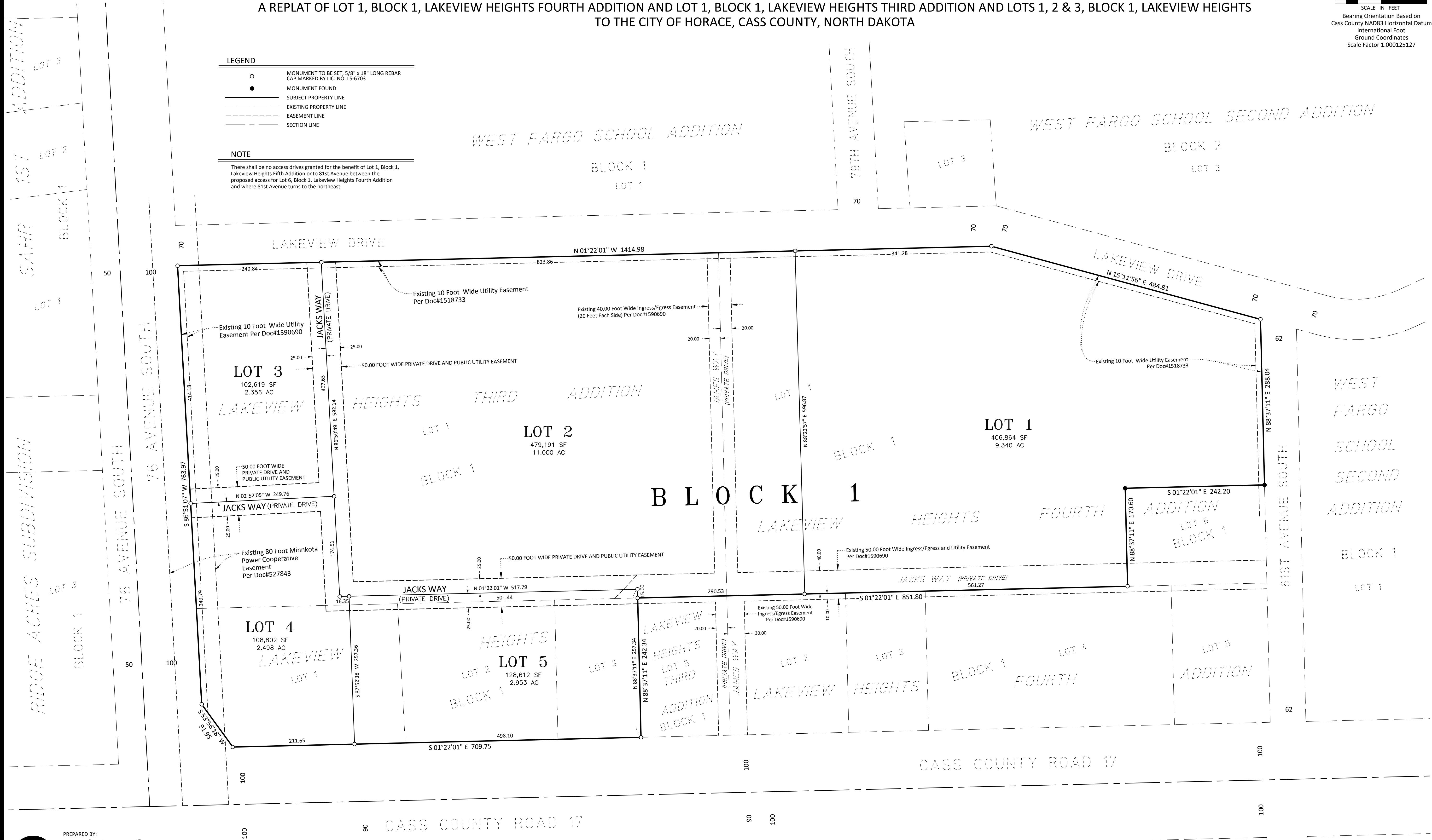


LEGEND

- MONUMENT TO BE SET, 5/8" x 18" LONG REBAR CAP MARKED BY LIC. NO. LS-6703
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- SECTION LINE

NOTE

There shall be no access drives granted for the benefit of Lot 1, Block 1, Lakeview Heights Fifth Addition onto 81st Avenue between the proposed access for Lot 6, Block 1, Lakeview Heights Fourth Addition and where 81st Avenue turns to the northeast.



LAKEVIEW HEIGHTS FIFTH ADDITION

A REPLAT OF LOT 1, BLOCK 1, LAKEVIEW HEIGHTS FOURTH ADDITION AND LOT 1, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION AND LOTS 1, 2 & 3, BLOCK 1, LAKEVIEW HEIGHTS TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Gregg Stroeing, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "LAKEVIEW HEIGHTS FIFTH ADDITION" to the City of Horace, a replat of Lot 1, Block 1, LAKEVIEW HEIGHTS FOURTH ADDITION and Lot 1, Block 1, LAKEVIEW HEIGHTS THIRD ADDITION and Lots 1, 2 and 3, Block 1, LAKEVIEW HEIGHTS to the City of Horace, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed in the ground as indicated for the guidance of future surveys, and that the outside boundary lines of said Addition are described as follows, to-wit:

Lot 1, Block 1, LAKEVIEW HEIGHTS FOURTH ADDITION to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

AND

Lot 1, Block 1, LAKEVIEW HEIGHTS THIRD ADDITION to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

AND

Lots 1, 2 and 3, Block 1, LAKEVIEW HEIGHTS to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Said parcel contains 28.147 acres of land, more or less, and is subject to all easements, restrictions, reservations, and rights of way of record, if any.

Gregg Stroeing, Registered Professional Land Surveyor
North Dakota License Number LS-6703

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

CITY ENGINEER'S APPROVAL

Approved by the Horace City Engineer this _____ day of _____, 2022.

Jim Dahlman, City Engineer

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Jim Dahlman, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

Notary Public

DEDICATION

We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "LAKEVIEW HEIGHTS FIFTH ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into 5 Lots and 1 Block as shown by said plat and Certificate of Gregg Stroeing, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate Jacks Way, a private drive, to the property owners of the land described as Lakeview Heights Fifth Addition, providing ingress/egress, and utility easements to the public.

OWNER: ALL LOTS AND BLOCKS
NEW HORIZON HOMES, LLC

By: Kevin Christianson, President

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.

Notary Public

MORTGAGE HOLDER:
FIRST INTERNATIONAL BANK & TRUST

By: _____

Print Name Print Title

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally

appeared _____, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that _____ executed the same on behalf of First International Bank & Trust.

Notary Public

CITY ATTORNEY'S APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this _____ day of _____, 2022.

Lukas W. Croaker, City Attorney

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.

Notary Public

HORACE PLANNING AND ZONING COMMISSION APPROVAL

This plat in the City of Horace is hereby approved this _____ day of _____, 2022.

Russell Sahr, Chairman

State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning and Zoning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning and Zoning Commission.

Notary Public

HORACE CITY COUNCIL APPROVAL

This plat in the City of Horace is hereby approved this _____ day of _____, 2022.

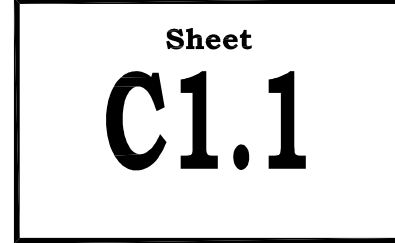
Kory Peterson, Mayor

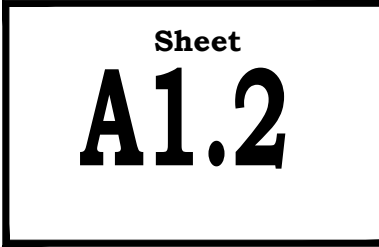
Attest: Brenton Holper, City Auditor

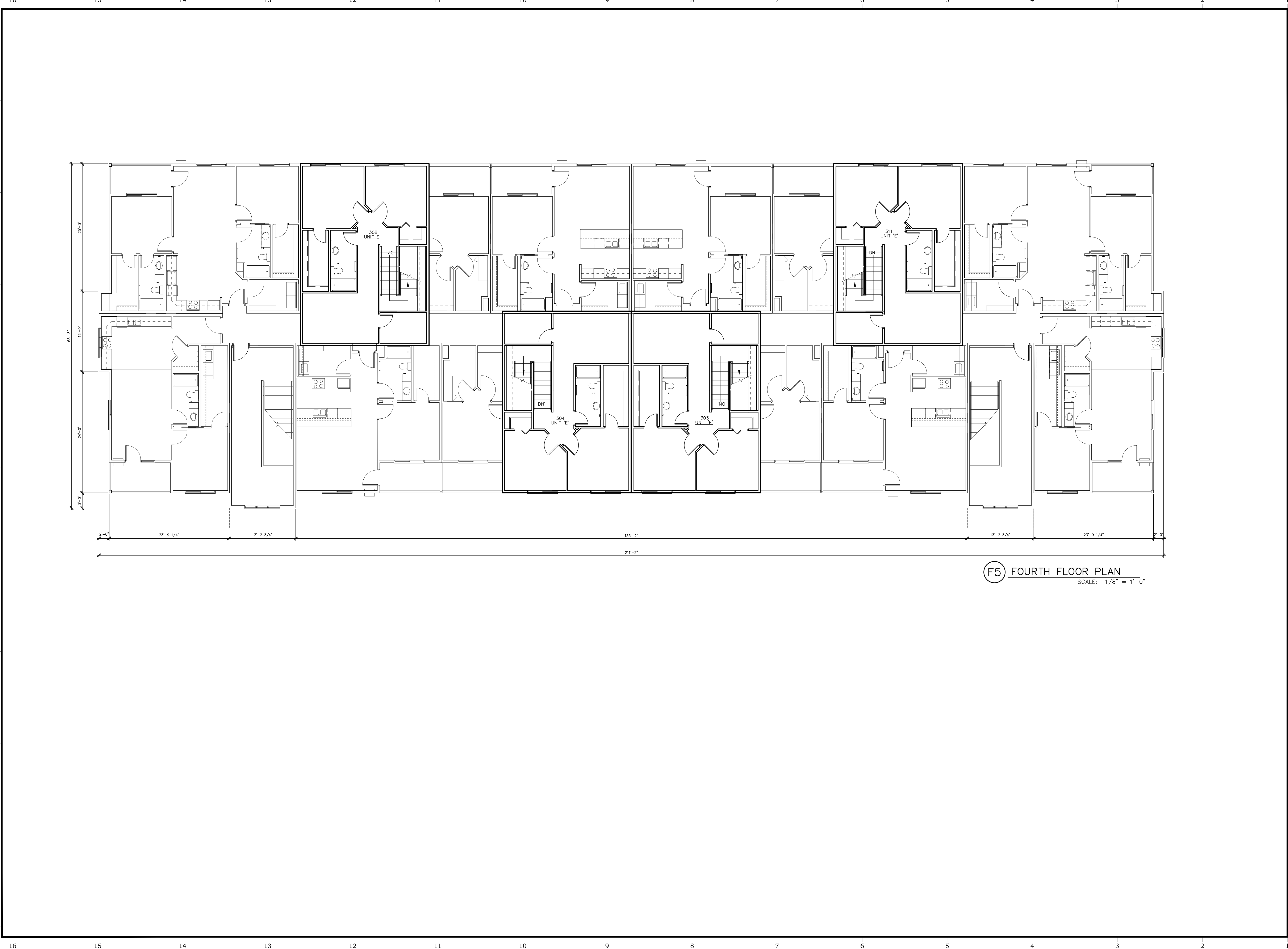
State of North Dakota }
County of Cass }SS

On this _____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, and Brenton Holper, City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Horace.

Notary Public







(F5) FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

DATE:	----
PROJECT NO:	--
DRAWN BY:	--
CHECKED BY:	--
ADDENDUMS:	
REVISIONS:	
COPYRIGHT © DESIGN RESOURCES GROUP	

HORACE APARTMENTS
HORACE, NORTH DAKOTA





PH. (701) 281-9500
FAX (701) 281-9501

4265 45TH ST. SOUTH
SUITE 200
FARGO, ND 58104



DESIGN RESOURCES GROUP
PH. (701) 499-0212
FAX (701) 281-9501

SHEET DESCRIPTION:
FOUTH FLOOR PLAN

Sean Elsner
First International Bank & Trust
800 30th Ave S
Moorhead MN 56560
March 30, 2022



live first

800 30th Ave. S.
Moorhead, MN 56560
218-359-2100
Fax: 218-359-2110
www.firstintbank.com

City of Horace
215 Park Dr.
Horace ND 58047

RE: Bank Reference

Dear the City of Horace:

First International Bank & Trust has worked with Kevin Christianson, Christianson Companies Inc. and his affiliates for longer than 10 years and is willing to provide this bank reference for him on this transaction.

This letter serves as a confirmation that Kevin Christianson, Christianson Companies Inc., and its affiliates, has the financial capacity to complete the project listed in this application.

Should you have any questions, please feel free to contact me at 701-499-7517 or by email at selsner@FIBT.com.

Sincerely,

Sean Elsner
First International Bank & Trust
Branch President

Wheeler McCartney, PC
Attorneys and Counselors at Law

Lisa J. Wheeler
Dane McCartney
dane@thetitlecompany.com
Post Office Box 2194
Fargo, North Dakota 58108-2194
(701)232-2653
Fax (701)232-7340

March 24, 2022

New Horizon Homes, LLC
4609 33rd Ave S, Suite 400
Fargo, ND 58104

RE: CASS COUNTY ABSTRACT NO. 70971, 54372, 54373 AND 54374
PRELIMINARY OPINION

Pursuant to your request, I have examined Abstract of Title Nos. 70971, 54372, 54373 and 54374 which have been certified to March 9, 2022 at 6:59 a.m., covering the following described real estate:

Lots One and Two, in Block One, of Lakeview Heights Third Addition to the City of Horace, situate in the County of Cass and the State of North Dakota;

Lot One, in Block One, of Lakeview Heights Subdivision to the City of Horace, situate in the County of Cass and the State of North Dakota, LESS that part described as follows: Beginning at the Northwest corner of said Lot One; thence North 86°51'08" East (assumed bearing) along the north line of said Lot One, a distance of 242.46 feet to the Northeast corner of said Lot One; thence South 01°21'59" East a distance of 25.01 feet; thence South 86°51'08" West parallel to and 25.00 feet south of the north line of said Lot One a distance of 166.82 feet; thence South 53°56'23" West a distance of 91.95 feet to the West line of said Lot One; thence North 01°21'59" West along said west line a distance of 75.00 feet to the point of beginning;

Lot Two, in Block One, of Lakeview Heights to the City of Horace, situate in the County of Cass and the State of North Dakota;

AND

Lot Three, in Block One, of Lakeview Heights to the City of Horace, situate in the County of Cass and the State of North Dakota.

From my examination, I am of the opinion that record title to said property is in the name of New Horizon Homes, LLC, a North Dakota limited liability company, and subject to the following liens, defects, and exceptions:

1. I have not examined any court actions involved in this title and to the extent the same exist, their regularity is presumed.
2. This opinion does not cover oil, gas, and other minerals which have been severed from the surface by conveyances to third parties or reserved by prior grantors in the chain of title.
3. Right of Way Easement granted to Northwestern Bell Telephone Company recorded October 17, 1966 at 9:17 a.m. in Book O-4 of Misc., page 653 as document #411277.
4. Right of Way Easement granted to Cass Rural Water Users, Inc. recorded April 9, 1976 at 3:06 p.m. in Book X-6 of Misc., page 150 as document #501017.
5. Notice of Transmission Line Easement filed by Minnkota Power Cooperative, Inc. recorded November 8, 1977 at 8:16 a.m. in Book Q-7 of Misc., page 96 as document #527843.
6. Right of Way Easement granted to Northwestern Bell Telephone Company recorded November 29, 1977 at 8:14 a.m. in Book Q-7 of Misc., page 371 as document #528638.
7. Notice of Rural Water Lines and Easements for Rural Water Lines filed by Cass Rural Water Users, Inc. recorded July 13, 1998 at 8:00 a.m. as document #905206.
8. Right of Way Easement granted to Cass Rural Water Users, Inc. recorded October 13, 1998 at 8:00 a.m. as document #913129.
9. Easements and other matters as contained on the recorded Plat of Lakeview Heights recorded October 12, 2005 at 1:41 p.m. in Book V1 of Plats, page 37 as document #1152917.
10. Easement Agreement granted to Qwest Corporation recorded April 24, 2006 at 1:37 p.m. as document #1168936.
11. Easements and other matters as contained on the recorded Plat of Lakeview Heights Second Addition recorded August 23, 2017 at 8:30 a.m. as document #1518733.
12. Easements and other matters as contained on the recorded Plat of Lakeview Heights Third Addition recorded May 18, 2020 at 8:36 a.m. as document #1590690.

13. Developer Agreement Lakeview Heights Third Addition recorded May 19, 2020 at 8:55 a.m. as document #1590964.
14. Easement and Maintenance Agreement recorded July 24, 2020 at 3:48 p.m. as document #1598883.
15. Declaration of Restrictive Covenants recorded February 25, 2021 at 8:10 a.m. as document #1623501.
16. Mortgage executed by New Horizon Homes LLC in favor of First International Bank & Trust in the amount of \$1,162,500.00 dated May 28, 2021 and recorded June 1, 2021 at 1:38 p.m. as document #1634236.
17. Taxes for the year 2021 are shown as paid on all lots.

No search has been made for financing statements filed pursuant to the Uniform Commercial Code.

This opinion is based upon an examination of the abstract only and the court files of any proceedings that may appear, such as foreclosure, quiet title actions, probate proceedings or tax sales have not been examined. As stated, according to the abstract there appear to be none.

You must satisfy yourself by survey or other proper investigation that all buildings or other improvements located upon the above captioned property lie within the boundaries of the real estate described in this abstract.

You are charged with notice of the rights of persons in possession of the premises as well as easements, encroachments and the like which, though not appearing of record, are capable of ascertainment through inspection or survey.

No opinion is rendered as to the presence or absence of asbestos, radon gas or any other environmentally dangerous product or substance. Additionally, no opinion is rendered as to the adequacy or inadequacy of any sewer or septic system which may service the property as to its compliance with any applicable ordinances or regulations.

Information relative to zoning restrictions is beyond the scope of this opinion, but may be obtained from the building inspector of the municipality in which the property is located.

Mechanic's liens must be filed for record within ninety days in North Dakota or one hundred twenty days in Minnesota after improvements or construction on the premises have been accomplished. Therefore, if there have been any recent improvements, the possibility exists that liens for such work may yet be filed although they do not appear in the abstract at this time. In North Dakota, failure to file a mechanic's lien within the ninety day period does not defeat the lien except as against purchasers or encumbrances in good faith and for value whose rights accrue after the ninety days and before any claim for the lien is filed. In Minnesota, the lien must be filed for record within the one hundred twenty day period. In either state, however, you should satisfy yourself that there has been no labor performed or material furnished which would subject the property to mechanic's liens or, if so, that the same have been fully paid.

Special assessments are not usually shown in abstracts until they have been extended in the tax lists by the County Auditor. Consequently, it is possible for property to be subject to special assessments which do not appear in the abstract. If local improvements have recently been made, inquiry should be made as to special assessments of the county or city (municipal) auditor involved.

This opinion is based upon the assumption that any and all requirements of municipal, state and federal laws and regulations have been duly complied with and no independent review of such compliance has been made or undertaken by this examiner.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane T. McCartney". The signature is fluid and cursive, with the first name "Dane" and last name "McCartney" clearly distinguishable.

Dane McCartney
Attorney

Horace Est. 9637

NDE-117

41714
Ca.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of a good and valuable consideration, the receipt whereof is hereby acknowledged, Robert O. Brink and Irene, his wife, for themselves, their heirs and assigns, hereby grant to Northwestern Bell Telephone Company, a corporation, and its successors and assigns, a perpetual easement and right of way to construct, operate, maintain, replace and enlarge buried or underground telephone and communications lines, cables, wires and conduits, manholes, drains and splicing boxes, surface testing terminals, markers and other appurtenances under, through, across and upon the following described property in the County of Cass and State of North Dakota, to wit:

NW $\frac{1}{4}$ of Section 17, T-138-N, R-49-W

consisting of that strip of land one foot wider (6 inches on each side) than that amount of land required by the telephone cable and its associated plant which the Telephone Company shall bury or place underground in or on the real property described above, in, along or near the following route across the property described above:

Approximately 80' east of the north-south center of section line or road bordering Section 17 on the west.

together with the right of ingress and egress for the purpose of exercising the rights herein granted and the right to clear and keep cleared all trees, roots, branches and other obstructions within seven feet of any telephone plant placed in or on this right of way.

The undersigned, for themselves, their heirs and assigns, hereby covenant that they have good and lawful right to grant this easement and right of way and that no structure shall be erected or permitted on or over the telephone plant to be put in or on the property described above.

WITNESS their hands and seal this 6 day of July 1966

Witness: Emil R. Miller

Signed: Robert O. Brink

Witness: _____

Signed: Mrs. Robert Brink

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19____, before me
a _____ within and for said County,
personally appeared _____
to me known to be the person _____ described in, and who executed the
foregoing instrument, and acknowledged that _____ he
executed the same as _____ free act and deed.

Notary Public _____ County, (State)
My commission expires _____, 19____

STATE OF North Dakota }
COUNTY OF Cass } SS

On this 14th day of July, 1966, appeared before me
Frank A. Miller to me personally known to be the person whose
name is subscribed to this instrument as a subscribing witness, who being
first duly sworn, says that Donald J. Paul, whose name is are/is
subscribed to the instrument as party of of the first part are/is the
person is described in it, that such persons executed it in his presence
and that the witness subscribed his name thereto as a witness.

Donald J. Paul
Cass County, ND (State)
Notary Public



DONALD J. PAUL
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires JULY 12, 1968

DOCUMENT NO. 441277

For Telephone Company Use Only
Name of Exchange _____
Job Order # _____
Project, or Est. # _____
L. S. # _____
R/W Secured By _____

STATE OF NORTH DAKOTA
COUNTY OF CASS
REGISTER'S OFFICE
I hereby certify that the above instru-
ment was filed in this office for record on
the 17 day of Oct
A. D. 1966, at 917 o'clock A.
and was duly recorded in Book 184
at 596.00, Page 653
H. Friedman
REGISTER OF DEEDS
By _____ Deputy

27th N.D.P. Telephone Co.

RIGHT OF WAY EASEMENT

INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Robert O. Brink and Irene Brink, husband and wife (hereinafter called Grantor(s)) of the County of Cass, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to us in hand paid by the Cass Rural Water Users, Inc. (hereinafter called Grantee), a corporation whose post office address is Kindred, North Dakota, the receipt of which is hereby acknowledged, do hereby grant unto said corporation, its successors and assigns the right, privilege and authority to construct, maintain and operate its water mains, appliances, fittings and all other appurtenances and fixtures related thereto, in and on the following described real property situated in Cass County, State of North Dakota, described as follows, to-wit:

Northwest quarter (NW $\frac{1}{4}$) of section 17, township 138, range 49.

The easement shall be thirty (30) feet in width, the center line of which is described as follows, to-wit:

At such points on the tract that may be necessary for the installation and maintenance of the water lines and appurtenant facilities.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors, and assigns, by reason of the installation herein. The grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

The Grantor(s) further grants the following:

(a) The right of ingress to and egress from said strip over and across the above described real property by means of routes and lanes thereon if there be such, otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor(s).

(b) The right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on said strip which now or hereafter in the opinion of the Grantee may be a hazard to said water mains and their appurtenances and fixtures.

The Grantor(s) reserves the right to use said strip for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor(s) shall not erect or construct any building or other structure, dig any excavations or diminish or substantially add to the ground cover over said water mains and their appurtenances and fixtures.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this 5 day of March, 1976.

Robert C. Brink
Grace Brink

GRANTOR(S)

CASS RURAL WATER USERS, INC.

BY Donald Brinkley

BY Laurie Mackinnon

GRANTEE

STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this 5 day of March, 1976, before me, a Notary Public, within and for said County, personally appeared Robert O. Brink and Irene Brink, husband and wife known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same.



Victor J. Ertmann
Notary Public
Cass County, North Dakota
My commission expires: Dec 31, 1981

STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

VICTOR J. ERTMANN
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires DEC. 31, 1981

On this 24 day of March, 1976, before me, a Notary Public, within and for said County, personally appeared Robert O. Brink and Irene Brink, known to me to be husband and wife and Samuel respectively of the Cass Rural Water Users, Inc., the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.



Victor J. Ertmann
Notary Public
Cass County, North Dakota
My commission expires: Dec 31, 1981

VICTOR J. ERTMANN
Notary Public, CASS COUNTY, N. DAK.
My Commission Expires DEC. 31, 1981

DOCUMENT NO. 501017

(Recording 2.00 Chg.)
FEES

STATE OF NORTH DAKOTA, ss.
COUNTY OF CASS
REGISTER'S OFFICE
I hereby certify that the above instrument was filed in this office for record on the 9 day of April, A. D. 1976, at 3:06 o'clock P.M., and was duly recorded in Book X-6 of March, Page 150
Deanna Rasmussen
REGISTER OF DEEDS
By _____ Deputy

Page 1 of 1 Brink, et al.

NOTICE OF TRANSMISSION LINE EASEMENT

Minnkota Power Cooperative, Inc., Box 1318, Grand Forks, North Dakota, 58201, does hereby give notice of its claim of an easement for transmission line purposes across the following described lands, situate in Cass County, State of North Dakota, to-wit:

Covering the East Half of the East Half ($E\frac{1}{2} E\frac{1}{2}$) of Section Five (5); the East Half of the East Half ($E\frac{1}{2} E\frac{1}{2}$) of Section Eight (8); the North Half of the North Half ($N\frac{1}{2} N\frac{1}{2}$) of Section Seventeen (17) and the North Half of the North Half ($N\frac{1}{2} N\frac{1}{2}$) of Section Eighteen (18), Township One Hundred Thirty-Eight (138), Range Forty-Nine (49).

This easement is claimed by virtue of the fact that a power transmission line owned by Minnkota Power Cooperative, Inc. is located on said premises, pursuant to written or oral consent given by owners of the lands at the time of construction of such line. The easement claimed consists of a strip of land 80 feet in width, being 40 feet on either side of the centerline of the transmission line as it is presently located upon the said lands, together with additional lands as needed at tangent corners for anchor locations.

Further claimed are rights of ingress and egress to the easement strip for purposes of maintenance; the right to operate, maintain, repair or reconstruct the transmission line or any part thereof; the right to top, trim and in any manner eliminate trees, brush & shrubs within 40 feet of the easement centerline and the right to control the placing of buildings within 40 feet of the easement centerline.

Further information may be had at the Cooperative office.

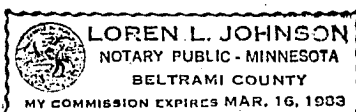
This document drafted by Loren L. Johnson, Attorney at Law, 205 Seventh Street, Bemidji, Minnesota, 56601.

Dated this 6 day of Oct, 1977.

Matthew Edman
for Minnkota Power Cooperative, Inc.

State of Minnesota) ss.
County of Beltrami)

On this 6 day of Oct, 1977 personally appeared Matthew Edman, known to me to be the property supervisor of the Minnkota Power Cooperative, Inc. and to acknowledge to me that he executed the above document on behalf of said Power Cooperative.



Loren L. Johnson
Notary Public

My Commission expires _____

DOCUMENT No. 527843
A. D. 1977, at 8:16 o'clock A.M.

Filed for record on the 8 day of Nov.

Deanna Kersrud
REGISTER OF DEEDS

RIGHT OF WAY EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged,

ROBERT BRINKLYNE BRINK HUSBAND AND WIFE

for THEMSELVES their heirs and assigns, hereby grant and convey unto Northwestern Bell Telephone Company, its successors and assigns, a right of way and easement to construct, operate, maintain, replace, enlarge and remove a communications system consisting of buried cables or wires, surface terminals, repeaters, repeater housings, markers and associated equipment together with the right of access thereto for the purpose of exercising the rights herein granted upon, over, and under a strip of land 10 feet wide across the following described property in the Township of Stanley, County of Cass, State of North Dakota:

W¹2 NW¹4 Section 17 T138N R49W

along the following route:

Parallel to and approximately 80' east of the centerline of the road bordering said Section 17 on the west.

NO TERMINAL OR MARKER POST TO BE PLACED ON EXOP LAND

The west boundary of said strip shall be a line parallel to and 2 feet west of the first cable laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 25 day of OCT, 19 77, at Hovace N.D.

Witness:

Byron RossumByron Rossum

Signed:

Robert BrinkMrs Irene BrinkSTATE OF NORTH DAK.County of Cass SSOn this 25 day of Oct, 19 77before me, a Notary Public within and for said

County, personally appeared

Robert, Irene Brinkto me known to be the person S described in, and who executed theforegoing instrument, and acknowledged that he executedthe same as THEY free act and deed.Byron RossumNotary Public BYRON ROSSUM, Notary Public,My commission expires My Commission expires June 7, 1978.

STATE OF

County of

On this _____ day of _____, 19 _____, appeared

before me _____, whose name is subscribed to the instrument as a subscribing witness, who being first duly sworn, says

that _____, whose name _____ are/is subscribed to the instrument as party _____ of the first part are/is the person _____ described in it, that such persons executed it in his presence and that the witness subscribed his name thereto as a witness.

Notary Public _____ County, _____

My commission expires _____ 19 _____

THIS INSTRUMENT WAS DRAFTED BY
NORTHWESTERN BELL TELEPHONE COMPANY
LOCAL DISTRICT FACILITIES
100 North 5th Street
FARGO, NORTH DAKOTA

DOCUMENT NO. 528638

For Telephone Company Use Only—

Name of Exchange West Fargo

Job Order # _____

Project Est. # W9643

L.S. # _____

RAW Secured By _____

BOOK Q-7 PAGE 371

STATE OF NORTH DAKOTA,

COUNTY OF CASS.

REGISTER'S OFFICE

I hereby certify that the above instrument was filed in this office for record on

the 29 day of Nov.A. D. 19 77 at 8:14 o'clock A.M.and was duly recorded in Book Q-7of Novel at Page 371by Deanna Persson Deputy.M. M. Bell Telephone Co.

905206


NOTICE OF RURAL WATER LINES
AND EASEMENTS FOR RURAL WATER LINES

Take notice that Cass Rural Water Users, Inc., with offices at 131 Maple Street, Kindred, North Dakota 58051, a facility that provides water to rural areas of Cass County in North Dakota, has executed water service agreements requesting landowners to grant easements on lands which they own, and has obtained easements for new water pipelines.

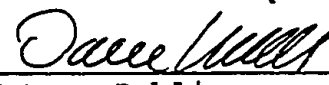
Maps, easements, and water service agreements for these facilities are located at the Cass Rural Water Users, Inc., office and are available for inspection during normal office hours.

Said easements or facilities are located on the lands described on attached Exhibit "A."

Dated this 8 day of July, 1998.


Jerry Blomeke
Manager
Cass Rural Water Users, Inc.

Subscribed and sworn to before me this 8 day of July, 1998.


Notary Public
Cass County, ND
My Commission Expires:

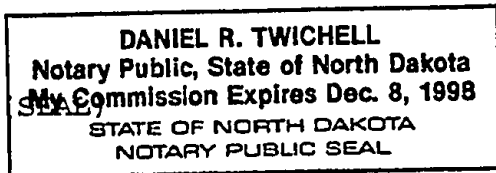


EXHIBIT "A"

EASEMENTS OBTAINED IN CASS COUNTY

Township 139 North, Range 50 West

Sec. 26 E $\frac{1}{2}$

Sec. 25 N $\frac{1}{2}$

Township 139 North, Range 49 West

Sec. 30 N $\frac{1}{2}$ W of Cass Co. Rd. 17, Lot 1 of Block 1 of Twin Meadows Subdivision between Cass Co. Rd. 17 and Sheyenne River in NE $\frac{1}{4}$, 221' x 190' lot E. of Sheyenne on 32nd Ave. S in NE $\frac{1}{4}$

Sec. 29 N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

Sec. 31 SW $\frac{1}{4}$

Township 138 North, Range 49 West

Sec. 6 NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Auditors Lots 1-7 in NW $\frac{1}{4}$

Sec. 7 E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ less 300' x 300' lot commencing at the NE corner of NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 17 NW $\frac{1}{4}$, NE $\frac{1}{4}$

Sec. 16 W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$

Sec. 15 NW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Sec. 22 N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

Sec. 27 NE $\frac{1}{4}$

Sec. 26 W $\frac{1}{2}$ SW $\frac{1}{4}$ W of I-29 R/W

Sec. 14 W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$

Sec. 13 W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 11 SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ up to Southhaven Development

Sec. 24 N $\frac{1}{2}$ NW $\frac{1}{4}$ less 4 acre lot in far NW corner, N 80' of 4 acre lot in far NW corner, W $\frac{1}{2}$ W $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$

Sec. 1 W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ excluding N 46 acres, W 70' of N 46 acres in SW $\frac{1}{4}$

Sec. 2 NE $\frac{1}{4}$

DOCUMENT NO. 905206
RECORDING FEE 13.00 pd

Filmed
Grantor MH
Grantee MH
Indexed JL
Checked _____

STATE OF NORTH DAKOTA } ss
COUNTY OF CASS }
REGISTER'S OFFICE

I hereby certify that the within instru-
ment was filed in this office for record

on JUL 13 1998

at 8⁰⁰ o'clock A. M and was duly

recorded as Doc. No. 905206

Leanna Pensrud

REGISTER OF DEEDS

By Carol Harrington Deputy

Ornstad Twichell
PO Box 458
West Fargo ND 58078

913129

CASS RURAL WATER USERS, INC.

P.O. Box 98
Kindred, ND 58051

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS --

In consideration of One Dollar (\$1.00) and other good and valuable consideration including the benefits to be derived from the Project paid to Defined Benefit Pension Plan C/O Praxis Consulting, Inc hereinafter referred to as GRANTOR (whether one or more), by the Cass Rural Water Users, Inc., a corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement, or the maximum period authorized by law, whichever is less, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, connections, valves and all other appurtenant facilities used in connection with the operation of a rural water system, over, under, above, across and through the land of the GRANTOR, situated in Cass County, State of North Dakota, said land being described as follows:

T138N R49W Sec 17 NW 4

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement.

The easement shall be thirty (30) feet in width, with fifteen (15) feet on each side of the center line of the pipeline as constructed and insofar as possible, the centerline shall be a minimum distance of seventy-six (76) feet from the centerline of a County road and/or section line and a minimum distance of one hundred and one (101) feet from the centerline of a State highway.

The said GRANTOR for GRANTOR, AND GRANTOR'S heirs, executors and administrators, does covenant with the GRANTEE that GRANTOR is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, AND GRANTOR'S successors and assigns, by reason of installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, GRANTOR'S successors and assigns.

The GRANTEE, will reimburse the GRANTOR for crop damage resulting from construction of this project. The real property will be restored to its prior condition to the extent that is reasonable and physically possible and any damages to crops will be compensated and grasslands will be reseeded.

No claim will be made for crop damage if GRANTOR does not notify GRANTEE of the crop damage within thirty (30) days after the work causing the damage, or the date the crop is harvested, whichever is earlier: Crop damages shall be based on the area of crop lost, times the average county wide yield for the crop for the year in question, times the going fair market rate for each type of crop as of the date of damages. If GRANTOR can show a greater than average yield over a period of years, payment will be made based on the established yield.

The GRANTOR reserves the right to use said strip for purposes which will not interfere with GRANTEE'S full enjoyment of the rights hereby granted; provided that GRANTOR shall not erect or construct any building or other structure, plant trees, dig any excavations or diminish or substantially add to the ground cover over said water mains and the appurtenances and fixtures, except as specifically authorized in writing by the GRANTEE.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

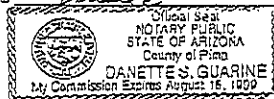
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 22nd day of January, 1998.

(Attach Corporate Seal)

By Thomas W. Sullivan (SEAL)

Its Trustee (SEAL)

ARIZONA
STATE OF NORTH DAKOTA)
(SS
COUNTY OF Cass)
Pink



CORPORATE ACKNOWLEDGMENT

On this the 22nd day of January, 1998, before me DANETTE S. GUANINE, the undersigned officer, personally appeared

THOMAS W. SULLIVAN who acknowledged himself to be the TRUSTEE of DEFINED BENEFIT PENSION MANIFOLD a corporation and that he, as such TRUSTEE being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as TRUSTEE.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires: 8-15-99

Danette S. Guanine
Notary Public, North Dakota

WHITE - COURT HOUSE COPY

YELLOW - LANDOWNER COPY

PINK - C.R.W. COPY

DOCUMENT NO. 913129
RECORDING FEE 10.00 chg

Filed
Grantor W.H.
Grantee W.H.
Indexed W.H.
Checked W.H.

STATE OF NORTH DAKOTA
COUNTY OF CASS)ss
REGISTER'S OFFICE

I hereby certify that the within instrument was filed in this office for record
on OCT 13 1998
at 8 o'clock A M
and was duly recorded as
Doc. No. 913129

Deanna Pensrud

REGISTER OF DEEDS

By Caryl Harrington
Deputy

Cass Rural Water Users

LAKEVIEW HEIGHTS

TO THE CITY OF HORACE, NORTH DAKOTA

AN UNPLATTED PORTION OF THE NORTHWEST QUARTER, SECTION 17, TOWNSHIP 138 NORTH, RANGE 49 WEST,
STANLEY TOWNSHIP, CASS COUNTY, NORTH DAKOTA

CURVE TABLE					
CURVE	LENGTH	RADIUS	ANGLE	CHORD	CHD BEARING
C1	43.15	70.00	35°19'05"	42.47	S71°44'05"E
C2	49.31	70.00	40°21'30"	48.29	S33°53'48"E
C3	50.64	70.00	41°26'49"	49.54	S07°00'21"W
C4	52.09	70.00	42°38'21"	50.90	S49°02'56"W
C5	49.00	70.00	40°06'20"	48.00	N89°34'43"W
C6	45.65	70.00	37°22'06"	44.85	N50°50'30"W
C7	42.38	100.00	24°16'53"	42.06	S44°17'54"E
C8	57.52	100.00	32°57'17"	56.73	S72°54'59"E
C9	7.01	70.00	5°44'10"	7.00	S84°46'26"E
C10	54.09	70.00	44°16'23"	52.75	S59°46'09"E
C11	49.64	70.00	40°37'37"	48.60	S17°19'09"E
C12	49.79	70.00	40°45'13"	48.74	S23°22'10"W
C13	59.39	70.00	48°36'48"	57.63	S68°03'05"W
C14	26.48	92.00	16°29'27"	26.39	S83°00'06"W
C15	31.01	92.00	19°18'55"	30.87	S65°05'54"W
C16	32.90	92.00	20°29'28"	32.73	S45°11'43"W
C17	32.77	92.00	20°24'39"	32.60	S24°44'39"W
C18	21.32	92.00	13°16'42"	21.27	S07°53'59"W
C19	12.24	92.00	7°37'22"	12.23	S02°33'04"E
C20	31.36	92.00	19°31'56"	31.21	S16°07'43"E
C21	31.99	92.00	19°55'20"	31.83	S35°51'21"E
C22	31.01	92.00	19°18'55"	30.87	S55°28'28"E
C23	31.52	92.00	19°37'40"	31.36	S74°56'46"E
C24	6.41	92.00	3°59'35"	6.41	S86°45'24"E
C25	47.13	30.00	90°00'48"	42.43	S43°44'47"E
C26	47.12	30.00	89°59'12"	42.42	S46°15'13"W
C27	71.04	150.00	27°08'04"	70.38	N14°48'51"E
C28	34.58	212.00	9°20'49"	34.55	N05°55'14"E
C29	60.42	212.00	16°19'47"	60.22	N18°45'32"E
C30	5.39	212.00	1°27'28"	5.39	N27°39'09"E
C31	68.80	187.00	21°04'45"	68.41	S17°50'30"W
C32	24.49	92.00	15°14'59"	24.41	S83°37'19"W
C33	33.05	92.00	20°34'50"	32.87	S65°42'25"W
C34	35.98	92.00	22°24'23"	35.75	S44°12'48"W
C35	34.69	92.00	21°36'26"	34.49	S22°12'24"W
C36	16.29	92.00	10°08'33"	16.26	S06°19'54"W
C37	47.12	30.00	89°59'12"	42.42	S46°15'13"W
C38	43.95	30.00	83°56'41"	40.13	N49°16'28"E
C39	45.99	125.00	21°04'45"	45.73	S17°50'30"W
C40	134.79	92.00	83°56'41"	123.05	N49°16'28"E

NOTE:

*THERE IS NO DETAILED ANALYSIS FOR THIS AREA, THEREFORE THERE HAVE NOT BEEN ANY BASE FLOOD ELEVATIONS (BFE) ESTABLISHED.

ACCORDING TO THE LOCAL FLOOD PLAIN ADMINISTRATOR, THERE ARE NO RECORDED HIGH WATER MARKS FROM PREVIOUS FLOODS FOR THIS AREA.

THIS AREA HAD BEEN SUBJECTED TO FLOODING FROM THE SHEYENNE RIVER PRIOR TO THE SHEYENNE DIVERSION PROJECT. PRIOR TO THE PROJECT THE BFE RANGED FROM 914.2 FEET (NGVD 29) AT THE SOUTH END OF THIS PLAT TO 913.4 FEET (NGVD 29) AT THE NORTH END OF SECTION 17. ACCORDING TO LOCAL RESIDENTS THE WATER DURING THE 1997 FLOOD DID NOT GO OVER ANY ROADS AROUND THE PERIMETER OF SECTION 17.

Partial Vacation
Document No. 1518731
Lots 4-54 Block 1
All of Blocks 2-18

PREPARED BY

Ulteigengineers

FARGO - BISMARCK - DETROIT LAKES - MINNEAPOLIS - SIOUX FALLS

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That NEW HORIZON HOMES, LLC, a North Dakota Limited Liability Company, Kevin Christianson, an individual, Bayard Grant, an individual, whose addresses are Fargo, North Dakota, Mark Payne, an individual, whose address is Detroit Lakes, Minnesota as owners and ALERUS FINANCIAL CORPORATION a North Dakota Corporation, whose address is Grand Forks, North Dakota as the mortgagees of a tract of land located in the Northwest Quarter of Section 17, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota and more particularly described as follows:

The Northwest Quarter of Section 17, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota. Less all Railroad right of way.

Containing 156.6 acres more or less and subject to all existing easements and rights of way.

Said owners have caused the above described tract of land to be surveyed and platted as "LAKEVIEW HEIGHTS", to the City of Horace, Cass County, in the State of North Dakota, and do hereby dedicate to the public, all street right of ways and utility easements for public use, as shown on this plat.

OWNER OF: LOTS 4 - 54, BLOCK 1, BLOCKS 2 AND 3, LOTS 2 - 51, BLOCK 4 AND BLOCKS 5 - 18
NEW HORIZON HOMES, LLC

By: *Kevin Christianson*
Kevin Christianson, President

State of North Dakota } SS
County of Cass

On this 29th day of August, in the year of 2005, before me personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public

JODY L. BALLESTAD
Notary Public
State of North Dakota
My Commission Expires May 14, 2009

OWNER OF: LOTS 1-3, BLOCK 1 AND LOT 1, BLOCK 4
KEVIN CHRISTIANSON

By: *Kevin Christianson*
Kevin Christianson, an individual

State of North Dakota } SS
County of Cass

On this 29th day of August, in the year of 2005, before me personally appeared Kevin Christianson, an individual, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public

JODY L. BALLESTAD
Notary Public
State of North Dakota
My Commission Expires May 14, 2009

OWNER OF: LOTS 1-3, BLOCK 1 AND LOT 1, BLOCK 4
BAYARD GRANT

By: *Bayard Grant*
Bayard Grant, an individual

State of North Dakota } SS
County of Cass

On this 29th day of August, in the year of 2005, before me personally appeared Bayard Grant, an individual, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public

JODY L. BALLESTAD
Notary Public
State of North Dakota
My Commission Expires May 14, 2009

OWNER OF: LOTS 1-3, BLOCK 1 AND LOT 1, BLOCK 4
MARK PAYNE

By: *Mark Payne*
Mark Payne, an individual

State of North Dakota } SS
County of Cass

On this 29th day of August, in the year of 2005, before me personally appeared Mark Payne, an individual, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public

JODY L. BALLESTAD
Notary Public
State of North Dakota
My Commission Expires May 14, 2009

MORTGAGEE
ALERUS FINANCIAL CORPORATION

By: *Mark Naumann*
Mark Naumann, Senior Relationship Manager

State of North Dakota } SS
County of Cass

On this 29th day of August, in the year of 2005, before me personally appeared Mark Naumann, Senior Relationship Manager, Alerus Financial Corporation, a North Dakota Corporation, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Notary Public

JEREMY LYKKEN
Notary Public, State of North Dakota
My Commission Expires September 18, 2007
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Douglas W. Kummer, Registered Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that all distances shown on said plat are correct; that the monuments for the guidance of future surveys have been located or placed in the ground as shown on this plat.

Dated this 4th day of October, 2005.

Douglas W. Kummer, Registered Land Surveyor No. 01225-YOR
1225

State of North Dakota } SS
County of Cass

On this 4th day of October, 2005, before me, a notary public with and for said County, personally appeared Douglas W. Kummer, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

JODY L. BALLESTAD
Notary Public
State of North Dakota
My Commission Expires May 14, 2009

COUNTY ENGINEER'S REVIEW

Reviewed by the County Engineer this 27th day of OCTOBER, 2005.

Keith Berndt
Keith Berndt, County Engineer

CITY OF HORACE ENGINEERS APPROVAL

Approved by City Engineer this 20th day of September, 2005.

Roger Hagen
Roger Hagen, City Engineer

State of North Dakota } SS
County of Cass

On this 20th day of September, 2005, before me, a notary public with and for said County, personally appeared Roger Hagen, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

JAYNE OLSON
Notary Public
State of North Dakota
My Commission Expires May 28, 2005

CITY OF HORACE PLANNING COMMISSION APPROVAL

Approved by the City of Horace Planning Commission this 6th day of October, 2005.

Gary Dahlgren
Gary Dahlgren, Chairman
Horace Planning Commission

State of North Dakota } SS
County of Cass

On this 3rd day of OCTOBER, 2005, before me, a notary public with and for said County, personally appeared Gary Dahlgren, Planning Commission Chairman, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

My commission expires 10/1/10

VANCE L. KEMMER
Notary Public
State of North Dakota
My Commission Expires Oct. 1, 2010

HORACE CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this 3rd day of October, 2005.

John Goerger
John Goerger, Mayor

Attest:
Vance Kemmer, City Auditor

State of North Dakota } SS
County of Cass

On this 3rd day of OCTOBER, 2005, before me, a notary public with and for said County, personally appeared John Goerger, Mayor, and Vance Kemmer, City Auditor, to me known to be the persons described in and who executed the same as a free act and deed.

Notary Public

My commission expires 10/1/10

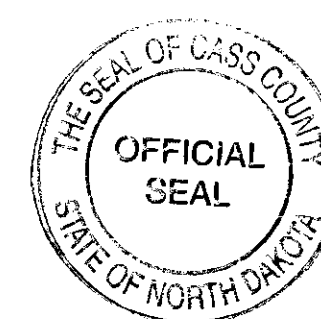
VANCE L. KEMMER
Notary Public
State of North Dakota
My Commission Expires Oct. 1, 2010

JONAHAN I. GAVVAS
Notary Public
State of North Dakota
My Commission Expires Oct. 25, 2009

AUDITOR'S TAX RECORD

Delinquent taxes and special assessments or installments of special assessments paid and transfer entered.

Michael Montplaisir
Michael Montplaisir, Cass County Auditor



1152917
Page: 1 of 3
10/12/2005 01:41P
MONTGOMERY, GOFF & BULLIS, PC PLAT 48-20 B-V1 P-37

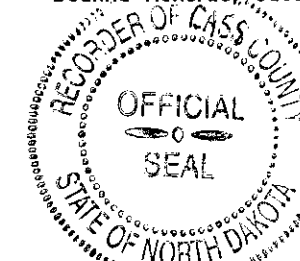
CASS COUNTY RECORDER

Document No. 1152917

State of North Dakota } \$48.20 chg..
County of Cass } SS

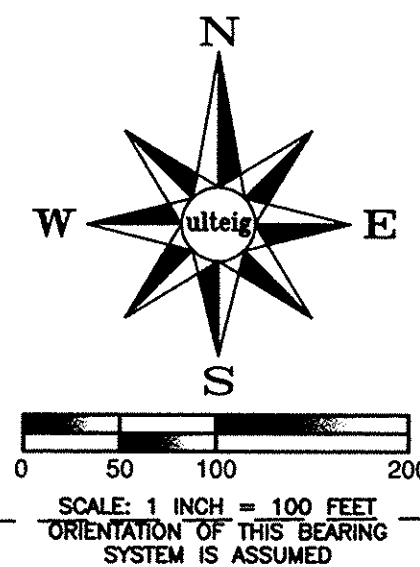
I hereby certify that the above instrument was filed and recorded in this office on the 12th day of Oct, 2005, at 1:11 o'clock P.M. and was duly recorded in book V-1 of Plats, page 37.

Deanna Kersrud
Deanna Kersrud, Cass County Recorder



V-1-37

AUDITOR'S LOT 2



- LEGEND
- PROPERTY PIN FOUND
 - PROPERTY PIN SET CAPPED NO.1225
 - PROPERTY LINE
 - - - EASEMENT LINE

LAKEVIEW HEIGHTS

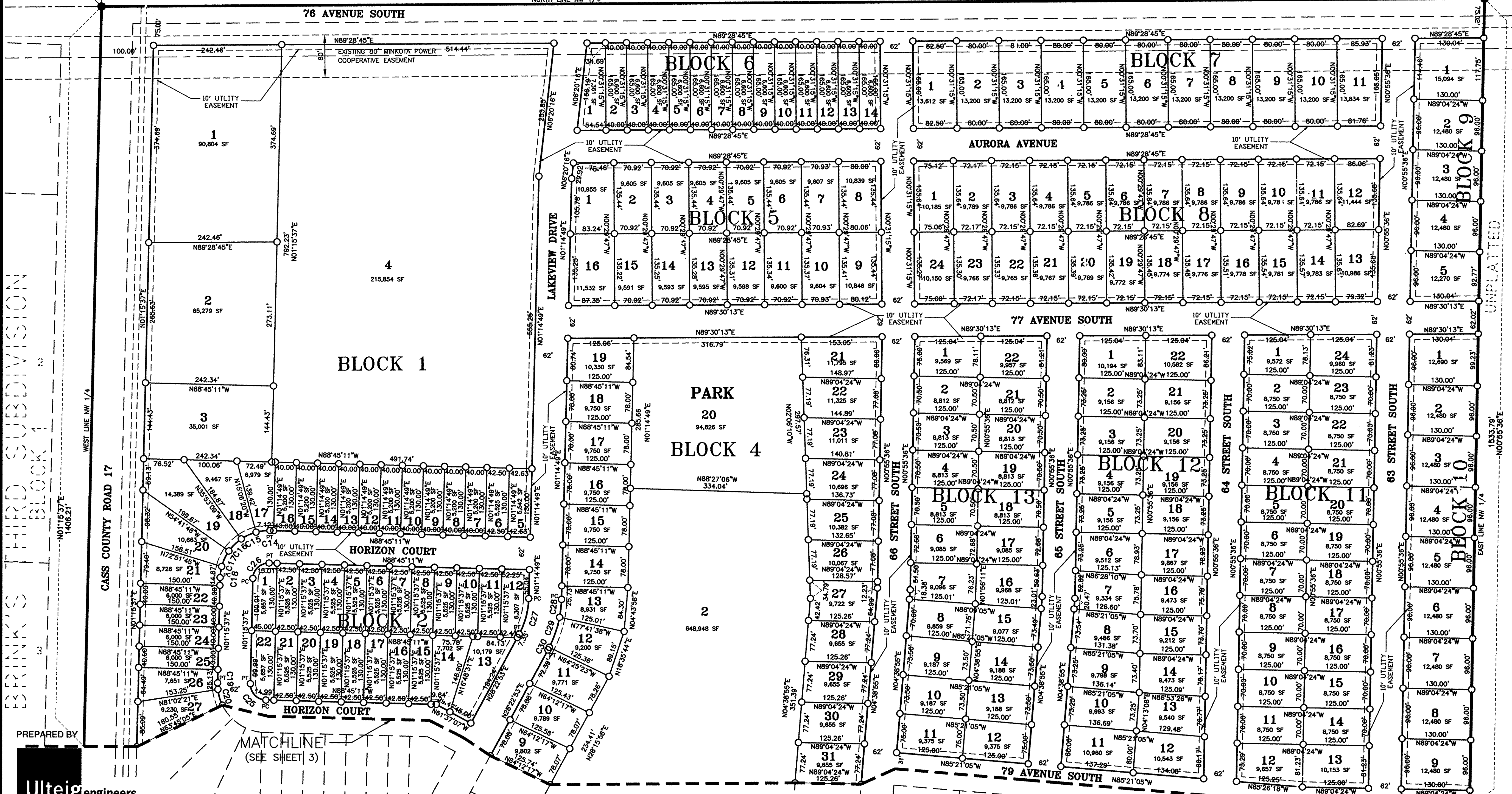
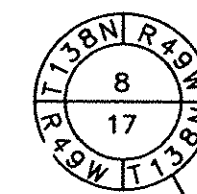
TO THE CITY OF HORACE, NORTH DAKOTA

AN UNPLATTED PORTION OF THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 138 NORTH, RANGE 49 WEST,
STANLEY TOWNSHIP, CASS COUNTY, NORTH DAKOTA

RIDGE ACRES SUBDIVISION
BLOCK 1

UNPLATTED

1152917
Page: 2 of 3
10/12/2005 01:41P
MONTGOMERY, GOFF & BULLIS, PC PLAT 48.28 B-VI P-37



PREPARED BY

Ulteigengineers

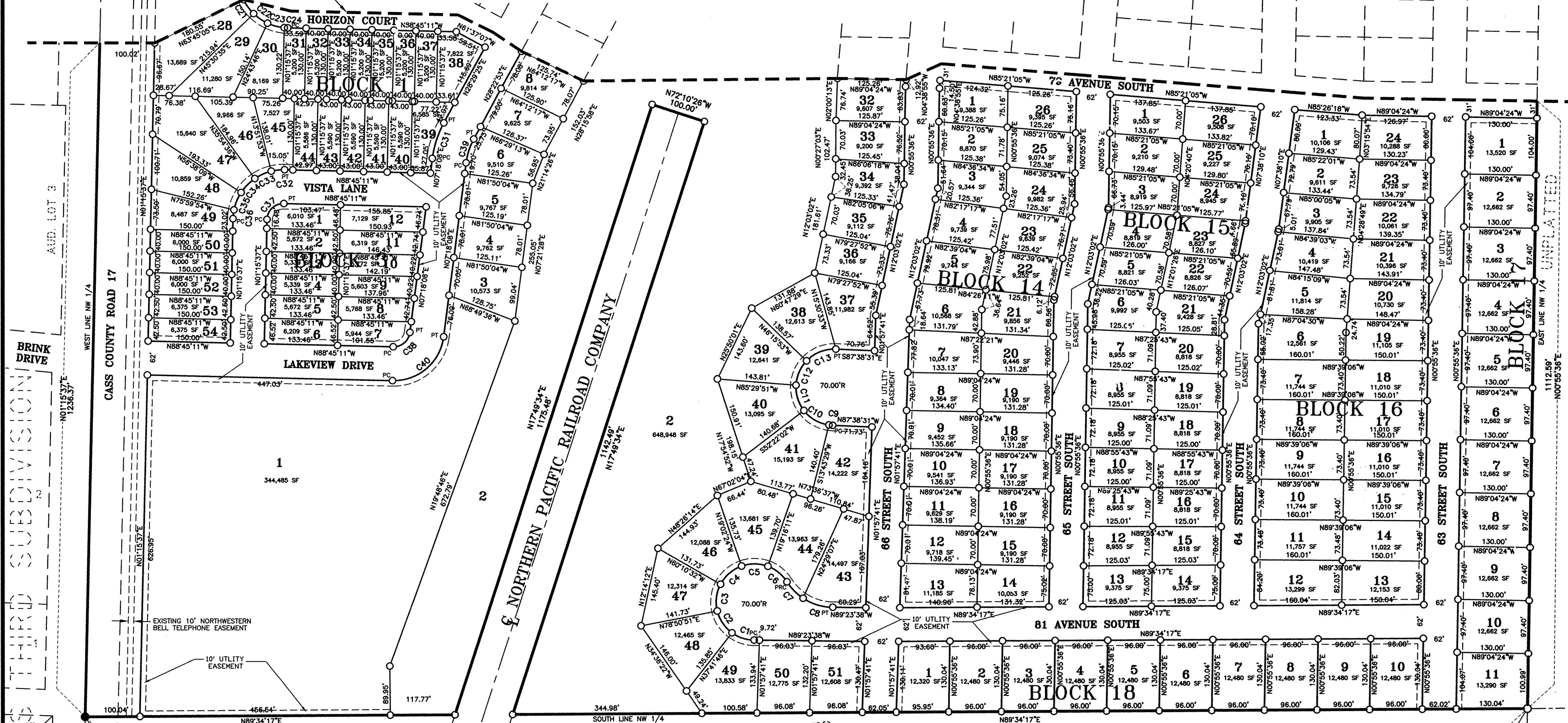
FARGO - BISMARCK - DETROIT LAKES - MINNEAPOLIS - SIOUX FALLS

U-1-37

LAKEVIEW HEIGHTS

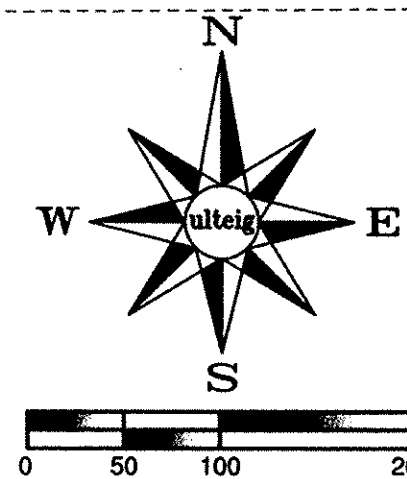
TO THE CITY OF HORACE, NORTH DAKOTA

AN UNPLATTED PORTION OF THE NORTHWEST QUARTER SECTION 17 TOWNSHIP 138 NORTH RANGE 49 WEST
STANLEY TOWNSHIP, CASS COUNTY, NORTH DAKOTA



PREPARED BY
Ulteigengineers

FARGO - BISMARCK - DETROIT LAKES - MINNEAPOLIS - SIOUX FALLS



LEGEND

- PROPERTY PIN FOUND
- PROPERTY PIN SET CAPPED NO.1225
- PROPERTY LINE
- - - EASEMENT LINE

1152917
Page: 3 of 3
10/12/2005 01:41P
MONTGOMERY, GOFF & BULLIS, PC PLAT 48.20 B-V1 P-57

V-1-37

SHEET 3 OF 3

JSZ 021404-P.DWG 8/24/05



1168936
Page: 1 of 3
04/24/2006 01:37P

RECORDER'S OFFICE, CASS COUNTY, ND 04/24/2006 01:37PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEANNA KENSrud, COUNTY RECORDER

BY Teresa A. Kirby, Dep.

1168936



RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The Instrument Drafted By:
Qwest Corporation
1801 California St. Suite 5200
Denver, CO 80202

The undersigned (Grantor) for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation (Grantee), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Cass, State of North Dakota, which the Grantor owns or in which Grantor has an interest to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W # ND 04/2006/1168936

Initials KK



1168936
Page: 2 of 3
04/24/2006 01:37P

ULTEIG ENGINEERS INC

EASE 16.00

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is located.

Dated this 20th day of April, 2006.

New Horizon Homes, LLC, A Limited Liability
Company under the laws of the state of North Dakota
(Official name of company or Corporation)

By [Signature]
Kevin Christianson
Its President

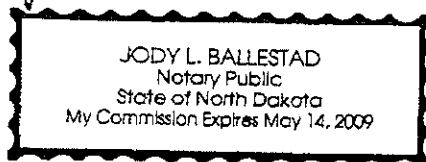
(Corporate Acknowledgment)

STATE OF NORTH DAKOTA }
COUNTY OF CASS } ss

The foregoing instrument was acknowledged
before me this 20th day of
April, 2006 by
Kevin Christianson, President of
New Horizon Homes, LLC, A Limited Liability
Company under the laws of the state of North Dakota
on behalf of the Corporation.

Witness My Hand and Official Seal

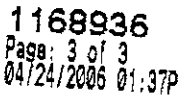
[Signature: Jody L. Ballestad]



R/W # N004/2006/MS1 Job # 61FA852

Exchange West Fargo County Cass

1/4 Section NW Section 17 Township 138N Range 49W



This description prepared by:
 Ulteig Engineers, Inc.
 3350 - 38th Avenue South
 Fargo, ND 58104

Land Description: Lot 20, in Block 4, of Lakeview Heights to the city of Horace, Cass County, in the state of North Dakota as filed and of record in the Office of the County Recorder, Cass County, North Dakota.

Easement Description: A twenty (20) foot by twenty (20) foot parcel of land located across part of said Lot 20 with said parcel being the southerly twenty (20) feet of the Northerly thirty (30) feet of the westerly twenty (20) feet of said Lot 20.

LAKEVIEW HEIGHTS SECOND ADDITION

A REPLAT OF LOTS 4-54, BLOCK 1 AND ALL OF BLOCKS 2-18 LAKEVIEW HEIGHTS
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That NEW HORIZON HOMES, LLC, a North Dakota Limited Liability Company, and Horace Lutheran Church as owners of a parcel of land located in the Northwest Quarter of Section 17, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota and more particularly described as follows:

A replat of Lots 4-54, Block 1, and All of Blocks 2-18 LAKEVIEW HEIGHTS to the City of Horace, Cass County, North Dakota

Containing 6,175,947 square feet or 141.78 acres, more or less.

Said owners have caused the above described tract of land to be surveyed and platted as "LAKEVIEW HEIGHTS SECOND ADDITION", to the City of Horace, Cass County, North Dakota, and do hereby dedicate to the public, for public use, all streets, avenues, and utility easements as shown on this plat.

OWNER: BLOCKS 2 & 3
NEW HORIZON HOMES, LLC

By: [Signature]
Kevin Christianson, President

State of North Dakota }
County of Cass } SS

On this 17th day of July in the year of 2017, before me personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument on behalf of New Horizon Homes, LLC and acknowledged to me that he executed the same.

[Signature]
Wendi Lawson
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

OWNER: BLOCK 1
HORACE LUTHERAN CHURCH

By: [Signature]
Paul Schulz, Council President

State of North Dakota }
County of Cass } SS

On this 25th day of July in the year of 2017, before me personally appeared Paul Schulz, Council President, Horace Lutheran Church known to me to be the person who is described in and who executed the within instrument on behalf of Horace Lutheran Church and acknowledged to me that he executed the same.

[Signature]
Wendi Lawson
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

By: [Signature]
Matt Moxness, Council President Emeritus

State of North Dakota }
County of Cass } SS

On this 25th day of July in the year of 2017, before me personally appeared Matt Moxness, Council President Emeritus, Horace Lutheran Church known to me to be the person who is described in and who executed the within instrument on behalf of Horace Lutheran Church and acknowledged to me that he executed the same.

[Signature]
Wendi Lawson
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

MORTGAGEE
Bremer Bank, National Association

By: [Signature]
Chris Howell, Assistant Vice President

State of North Dakota }
County of Cass } SS

On this 17th day of July in the year of 2017, before me personally appeared Chris Howell, Assistant Vice President, Bremer Bank, National Association, known to me to be the person who is described in and who executed the within instrument on behalf of Bremer Bank, National Association and acknowledged to me that he executed the same.

[Signature]
Wendi Lawson
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

CITY ENGINEERS APPROVAL

Approved by the Horace City Engineer this 26th day of July, 2017.

[Signature]
Damon DeVillers, City Engineer

State of North Dakota }
County of Cass } SS

On this 26th day of July, 2017, before me, a notary public with and for said County, personally appeared Damon DeVillers, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

[Signature]
Notary Public

TIMOTHY R. PEARSON
Notary Public
State of North Dakota
My Commission Expires Sept. 11, 2019



CITY PLANNING COMMISSION APPROVAL

Approved by the Horace Planning Commission this 25 day of July, 2017.

[Signature]
Russell Sahr, Chairman

State of North Dakota }
County of Cass } SS

On this 7 day of August, 2017, before me, a notary public with and for said County, personally appeared Russell Sahr, Chairman, to me known to be the person described in and who executed the same on behalf of the Horace Planning Commission.

[Signature]
Notary Public

LUKAS CROAKER
Notary Public
State of North Dakota
My Commission Expires Nov. 2, 2022

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Christopher Blake Sexton, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a true and correct representation of the survey of said addition; that all distances shown on said plat are correct; and that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

[Signature] 13 JULY 2017
Christopher Blake Sexton, Professional Land Surveyor
North Dakota License No. LS-10497

State of North Dakota }
County of Cass } SS

On this 13th day of July, 2017, before me, a notary public with and for said County, personally appeared Christopher Blake Sexton, to me known to be the person described in and who executed the same as a free act and deed.

[Signature]
Notary Public

LISA BREKKESTRAN
Notary Public
State of North Dakota
My Commission Expires July 21, 2021



CITY COUNCIL APPROVAL

Approved by the Horace City Council this 7 day of August, 2017.

[Signature]
Kory Peterson, Mayor

Attest: [Signature]
Vance Kemmer, City Auditor

State of North Dakota }
County of Cass } SS

On this 7 day of August, 2017, before me, a notary public with and for said County, personally appeared Kory Peterson, Mayor, and Vance Kemmer, City Auditor, to me known to be the persons described in and who executed the same on behalf of the City of Horace.

[Signature]
Notary Public

LUKAS CROAKER
Notary Public
State of North Dakota
My Commission Expires Nov. 2, 2022

PREPARED BY



FARGO - BISMARCK - DETROIT LAKES - ST. PAUL - SIOUX FALLS - DENVER - CEDAR RAPIDS - WILLISTON

PARTIAL VACATION
DOCUMENT NO. 1590688

PARTIAL VACATION
DOCUMENT NO. 1563950

RESOLUTION NAME CHANGE
DOCUMENT NO. 1642864
CORRECTED RESOLUTION NAME CHANGE
DOCUMENT NO. 1644566

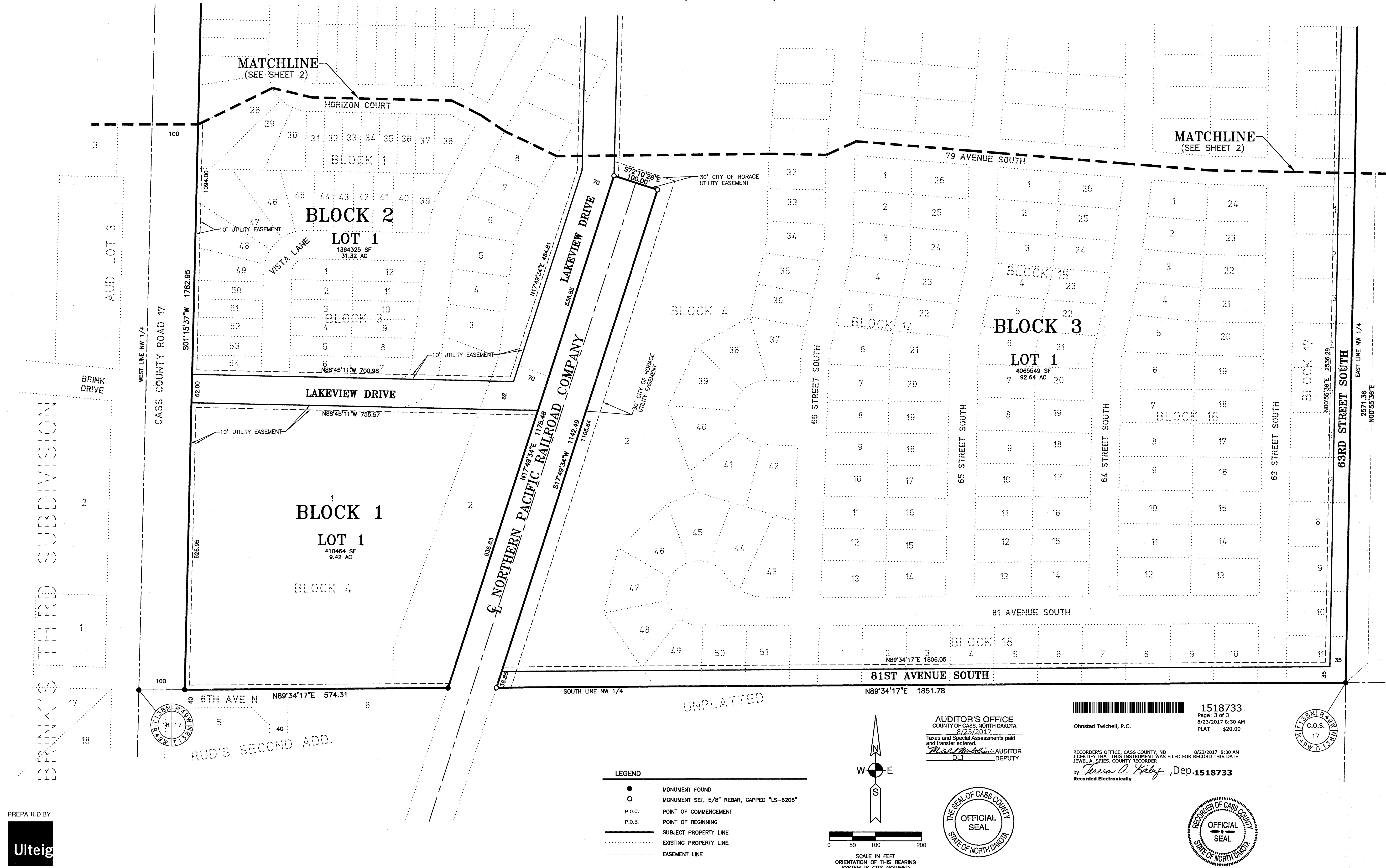


Ohnstad Twichell, P.C.

1518733
Page: 1 of 3
8/23/2017 8:30 AM
PLAT \$20.00

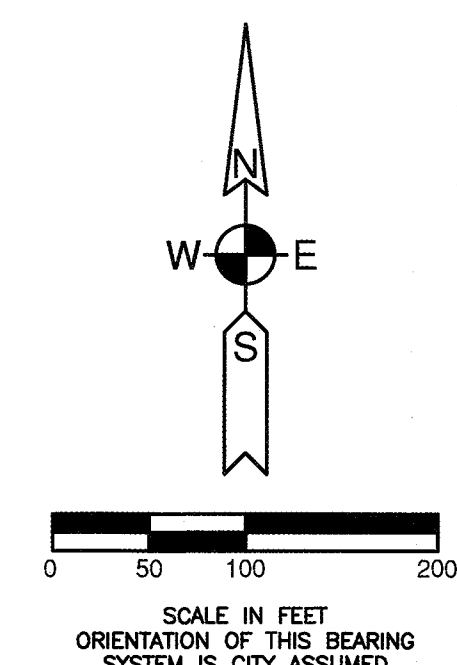
LAKEVIEW HEIGHTS SECOND ADDITION

A REPLAT OF LOTS 4-54, BLOCK 1 AND ALL OF BLOCKS 2-18 LAKEVIEW HEIGHTS
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

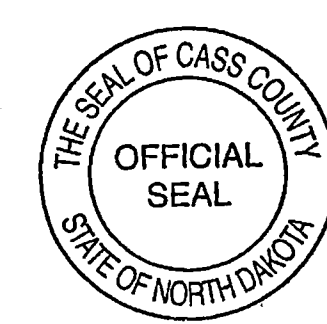


PREPARED BY
Ulteig
FARGO - BISMARCK - DETROIT LAKES - ST. PAUL - SIOUX FALLS - DENVER - CEDAR RAPIDS - WILLISTON

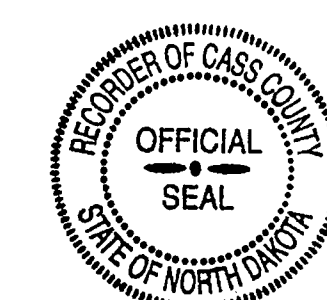
- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET, 5/8" REBAR, CAPPED "LS-6206"
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - SUBJECT PROPERTY LINE
 - EXISTING PROPERTY LINE
 - - - EASEMENT LINE



AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
8/23/2017
Taxes and Special Assessments paid and transfer entered.
Michelle M. Johnson AUDITOR
DLJ DEPUTY



1518733
Page: 3 of 3
8/23/2017 8:30 AM
PLAT \$20.00
Olnstad Twichell, P.C.
RECORDED ELECTRONICALLY
JEWEL A. SPIES, COUNTY RECORDER
by *Teresa A. Kirby*, Dep. 1518733
Recorded Electronically



LAKEVIEW HEIGHTS THIRD ADDITION

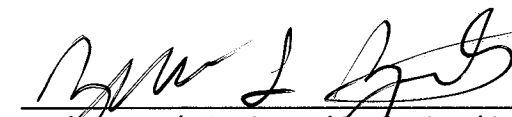
A REPLAT OF LOT 1, BLOCK 2, LAKEVIEW HEIGHTS SECOND ADDITION
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Zachary Zetah, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "LAKEVIEW HEIGHTS THIRD ADDITION" to the City of Horace, a replat of Lot 1, Block 2, LAKEVIEW HEIGHTS SECOND ADDITION to the City of Horace, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed in the ground as indicated for the guidance of future surveys, and that the outside boundary lines of said Addition are described as follows, to-wit:

Lot 1, Block 2 of LAKEVIEW HEIGHTS SECOND ADDITION to the City Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Said parcel contains 31.321 acres of land, more or less, and is subject to all easements, restrictions, reservations, and rights of way of record, if any.

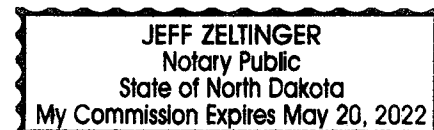

Zachary Zetah, Registered Professional Land Surveyor
North Dakota License Number LS-27913



State of North Dakota }SS
County of Cass

On this 26 day of FEBRUARY, 2020, before me, a notary public within and for said County and State, personally appeared Zachary Zetah, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.


Notary Public



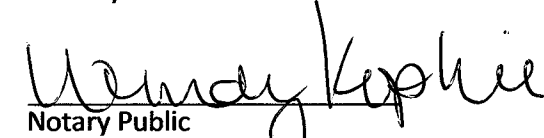
CITY ENGINEER'S APPROVAL

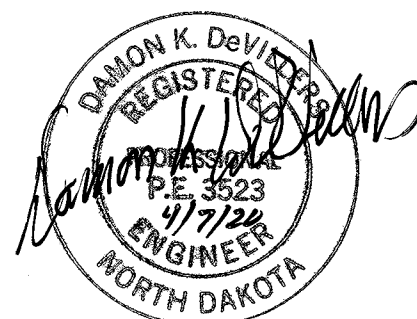
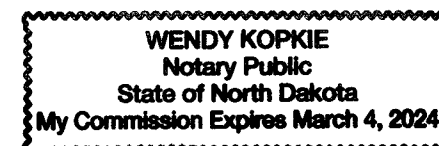
Approved by the Horace City Engineer this 7th day of April, 2020.


Damon K. DeVillers, City Engineer

State of North Dakota }SS
County of Richland

On this 7th day of April, 2020, before me, a notary public within and for said County and State, personally appeared Damon K. DeVillers, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

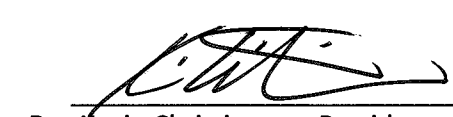

Notary Public



DEDICATION

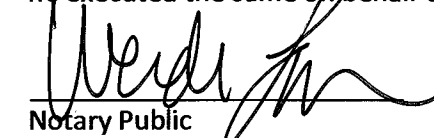
We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "LAKEVIEW HEIGHTS THIRD ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into lots and blocks as shown by said plat and Certificate of Zachary Zetah, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate the utility easements as shown on said plat to the public for public use and do hereby dedicate Jacks Way and James Way (private drives) also shown as ingress/egress easements and as ingress/egress and utility easements on this plat to Lots 1, 2, 3, 4 and 5 as shown on this plat for the purposes so stated, and do hereby dedicate the 10.00 foot wide storm sewer easement in Lot 2 for the use of Lots 1, 3, 4 and 5 as shown on this plat for the purposes so stated, and do hereby dedicate the 15.00 foot wide sanitary sewer easement in Lot 3 for the use of Lots 1, 2, 4 and 5 as shown on this plat for the purposes so stated.

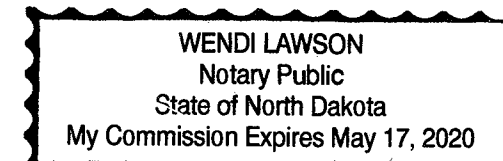
OWNER: New Horizon Homes, LLC


By: Kevin Christianson, President

State of North Dakota }SS
County of Cass

On this 27th day of February, 2020, before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.


Notary Public



CITY ATTORNEY'S APPROVAL

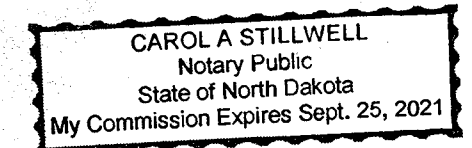
I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this 7th day of May, 2020.


Lukas W. Croaker, City Attorney

State of North Dakota }SS
County of Cass

On this 7th day of May, 2020, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.


Notary Public



CITY PLANNING AND ZONING COMMISSION APPROVAL

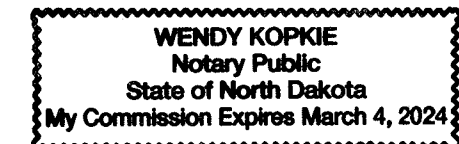
This plat in the City of Horace is hereby approved this 25th day of March, 2020.


Russell Sahr, Chairman

State of North Dakota }SS
County of Cass

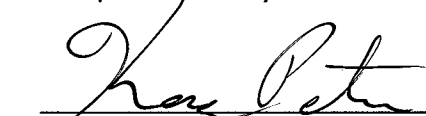
On this 16th day of March, 2020, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning and Zoning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning Commission.


Notary Public



CITY COUNCIL APPROVAL

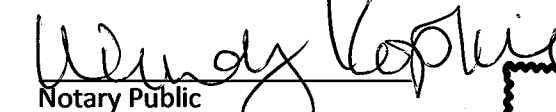
This plat in the City of Horace is hereby approved this 16th day of March, 2020.

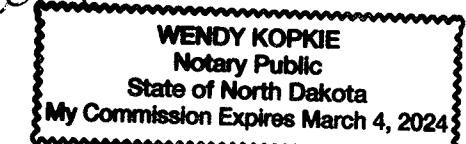

Kory Peterson, Mayor

Attest: 
Brenton Holper, Interim City Auditor

State of North Dakota }SS
County of Cass

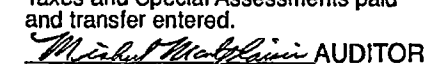
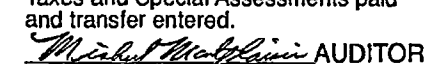
On this 17th day of March, 2020, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, and Brenton Holper, Interim City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Horace.



Notary Public

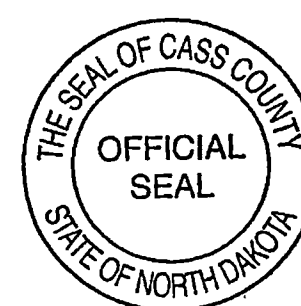


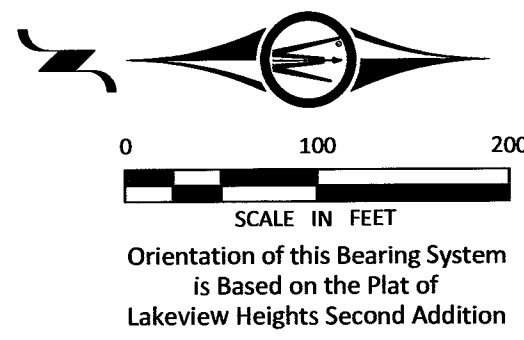
1590690
Page: 1 of 2
5/18/2020 8:36 AM
PLAT \$20.00

Ohnstad Twichell, P.C.

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
5/18/2020
Taxes and Special Assessments paid
and transfer entered.

DEBORAH A. MOELLER, COUNTY RECORDER
by  Dep. 1590690
Recorded Electronically
DLJ DEPUTY

RECORDER'S OFFICE, CASS COUNTY, ND
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER
by  Dep. 1590690
Recorded Electronically

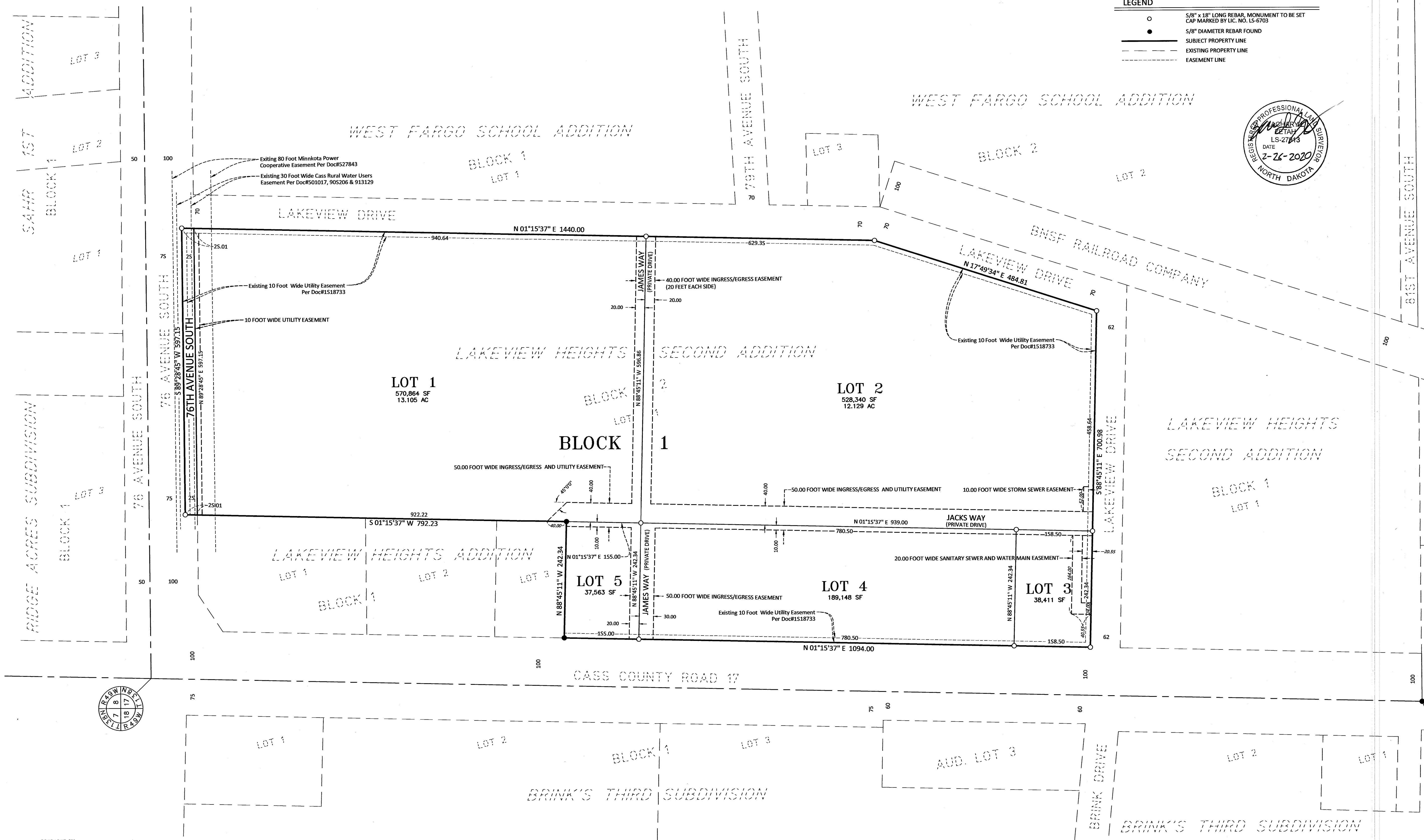




LAKEVIEW HEIGHTS THIRD ADDITION

A REPLAT OF LOT 1, BLOCK 2, LAKEVIEW HEIGHTS SECOND ADDITION
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

LEGEND	
○	5/8" x 18" LONG REBAR, MONUMENT TO BE SET CAP MARKED BY LIC. NO. LS-6703
●	5/8" DIAMETER REBAR FOUND
—	SUBJECT PROPERTY LINE
- - -	EXISTING PROPERTY LINE
- - -	EASEMENT LINE



PREPARED BY:
BOLTON & MENK

1590690
Page: 2 of 2
5/18/2020 8:36 AM
PLAT \$20.00
Ohnstad Twichell, P.C.

PAGE: 1 of 15 AGREE
Ohnstad Twichell, P.C.
Recorded Electronically

1590964
5/19/2020 8:55 AM
\$65.00

**DEVELOPER AGREEMENT
LAKEVIEW HEIGHTS THIRD ADDITION**

THIS AGREEMENT is entered into this 27th day of April, 2020, by New Horizon Homes, LLC, a North Dakota limited liability company, with a post office address of 4265 - 45th Street South, Fargo, North Dakota 58104-4309 (the "Developer"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051 (the "District").

RECITALS

A. The Developer is the record owner of the following real property in Cass County, North Dakota:

See attached **Exhibit A**.

The property described above is the "Developer Property."

B. The Developer plans to develop the Developer Property as a commercial subdivision known as "Lakeview Heights Third Addition," a development that will require water service.

C. The District is a water district under Title 61 of the North Dakota Century Code. The District is federally indebted under 7 U.S.C. § 1926(b), and is indebted to the State of North Dakota under N.D. Cent. Code § 6-09.4-22, both of which preclude any municipalities or other entities from attempting to sell water or to provide water service to any persons or properties within the District's service area. Under federal and state law, the Developer Property is within the District's service area and, therefore, the District has the exclusive right to provide water to the Developer Property and any portions of the Developer Property.

D. The Developer has requested from the District, and the District has agreed to provide, water service to the Developer Property.

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New Horizon Homes, LLC
Developer Agreement
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E. The District and the City of Horace (the "City") previously entered into a WATER SERVICE COOPERATION AGREEMENT, dated October 13, 2016 (the "City Agreement"), under which the District and the City agreed the City would design, install, and construct the water infrastructure improvements necessary for purposes of providing water to new developments in the City, including the water infrastructure necessary for the Developer Property.

F. The Developer, the District, and the City have agreed that, in this case, as opposed to the City designing and constructing the requisite interior water infrastructure improvements for the Developer Property, the Developer should design, install, and construct the interior water infrastructure improvements necessary for purposes of providing a water supply to the Developer Property, all subject to the terms of this Agreement

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Main Line Improvements.** In accordance with the City Agreement, the City will design, install, and construct, and the District will own, the requisite improvements to the District's main distribution lines and related infrastructure necessary to deliver water from the District's water supply system to the boundaries of the Developer Property (the "Exterior Infrastructure"). The District will assess the Developer Property for the costs associated with the Exterior Infrastructure, as described in this Agreement.

2. **Design and Construction of Water Infrastructure.** The Developer, at the Developer's sole cost, will design, install, and construct the interior water infrastructure improvements on the Developer Property necessary for purposes of providing and transporting a water supply to the Developer Property from the Exterior Infrastructure. The necessary interior water infrastructure includes all interior improvements necessary to distribute water from the Exterior Infrastructure to each individual lot or parcel within the Developer Property; interior water service lines within the Developer Property as far as curb stops for each individual lot or parcel (but not including construction of individual service lines to connect individual properties to the system at their respective curb stops); all monitoring equipment for purposes of monitoring and measuring water provided from the Exterior Infrastructure to the Developer Property; and all other works on the Developer Property as necessary to provide water service to the Developer Property (collectively, the "Water Infrastructure"). The Developer will design, install, and construct the Water Infrastructure in accordance with the District's design standards and the City's current ordinances (the "Project"). The District and the City must approve the Developer's design of the Water Infrastructure prior to the Developer's commencement of construction of the Water Infrastructure.

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3. **Approval of the Water Infrastructure.** Following completion of the Water Infrastructure, the Developer will notify the District and the City, and the District and the City will inspect the Water Infrastructure. If the Water Infrastructure does not comply with the plans and specifications approved by the District and the City, the Developer will repair or replace the Water Infrastructure as necessary to comply with the plans and specifications approved by the District and the City, all at the Developer's sole cost. Following acceptable completion of the Water Infrastructure by the Developer in accordance with the plans and specifications approved by the District and the City, as confirmed by inspection by the District and the City, the Developer will own, operate, repair, and maintain the Water Infrastructure, at the Developer's sole cost, in accordance with the District's infrastructure standards and RULES AND REGULATIONS.

4. **Exclusive Jurisdiction.** The Developer Property is within the District's exclusive service area and, therefore, the District has the exclusive right to provide water to the Developer Property in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code § 6-09.4-22. All portions of the Developer Property, and all owners of all parcels within the Developer Property, are subject to the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements in effect as of the date of this Agreement, as may be amended. Neither the Developer, nor any other owners of any portion of the Developer Property, will seek or obtain water service from any other providers regarding any portion of the Developer Property. The parties will record this Agreement with the Cass County Recorder's Office to provide constructive notice to future owners of all lots, parcels, or portions of the Developer Property of the District's exclusive jurisdiction, and of the owners' rights and obligations under this Agreement.

5. **Membership and Water Billing.** The Developer will own the Water Infrastructure; however, all owners and subsequent purchasers of any and all parcels within the Developer Property will become user members of the District, and they must comply with and be bound by the District's BY-LAWS and RULES AND REGULATIONS, as may be amended, including all water service guidelines, rules, regulations, policies, rates, fees, and requirements, including their responsibilities as members to construct and maintain water service lines on their individual lots or parcels to connect to the Water Infrastructure from their respective curb stops, at their own expense. The District will provide metering equipment for each member and parcel, and each member will install the metering equipment in accordance with the District's membership and water service RULES AND REGULATIONS, as may be amended. The District will bill every member and parcel within the Developer Property directly and will collect and retain all billing from members in accordance with the District's standard billing practices and policies.

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6. **Creation of the Assessment District.** The District will establish and create LAKEVIEW HEIGHTS WATER IMPROVEMENT DISTRICT NO. 2020-01, an assessment district for purposes of financing and funding the District's costs associated with the Project (the "ASSESSMENT DISTRICT"). The District will sell bonds to finance the District's costs associated with the Project. The District will then levy special assessments against the Developer Property, including each lot or parcel on the Developer Property, to recover all of the District's costs associated with the Exterior Infrastructure; this Agreement; the creation of the ASSESSMENT DISTRICT; and other costs regarding the Project, including all engineering fees, attorneys' fees, bond counsel fees, right of way acquisition costs, and other costs and fees associated with the Project, all in accordance with Chapter 61-35 of the North Dakota Century Code. The Developer, and the owners of each individual lot or parcel on the Developer Property once sold, will pay all special assessments levied by the District on the Developer Property, through Cass County. Any special assessments levied against the Developer Property or any individual lot or parcel in accordance with this Agreement will create a lien on the assessed property in accordance with North Dakota law, superior to any other lien with the exception of general tax liens.

7. **Procedural Waivers.** In the interest of expeditious completion of the necessary improvements to the Exterior Infrastructure and of the Project, at the request of the Developer, the District has agreed to forego the statutory procedures and prescribed time parameters typically necessary for purposes of creating an assessment district regarding the District's costs associated with the Project. With regard to the District's creation of the ASSESSMENT DISTRICT, and with regard to the Project, the Developer expressly waives the assessment district procedures contained in Chapter 61-35 of the North Dakota Century Code, including the necessity for the District to pass or adopt any resolutions; the creation of any preliminary assessment lists; the creation or adoption of any engineer's report; the necessity for any public hearings regarding the creation of a special assessment district, the Project, assessments on the Developer Property or any individual lot or parcel on the Developer Property, or any other matter; the necessity for any vote or submission of ballots; the necessity for any publication in any newspaper or any mailed notice of any public hearings; the right to appeal any assessment amounts levied; and any other legal requirements, procedural or otherwise, contained in Chapter 61-35 of the North Dakota Century Code or elsewhere regarding the creation of the ASSESSMENT DISTRICT or regarding the Project. Through this Agreement, the Developer expressly consents to the creation of the ASSESSMENT DISTRICT, and the procedures utilized by the District to create the ASSESSMENT DISTRICT.

8. **Special Assessments.** The Developer must make timely payments on all special assessments levied against individual lots or parcels on the Developer Property not developed by the Developer, and must ensure that special assessments on all lots or parcels that are not developed are "current." For purposes of this Agreement, "current" means all special assessments for a given year must be paid by February 15 of the subsequent year. For example,

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the Developer must pay the special assessments certified to the Cass County Auditor in 2020 for collection in 2021 by February 15, 2021. For purposes of this Agreement, "developed" means the Developer, or its successors or assigns if any, has constructed a structure on an individual lot or parcel for which the City has issued a building permit; however, the structure must be of the nature reflecting the intended use of the property as of the date of this Agreement, including a single family home, twin home, apartment building, commercial structure, or other similar structure.

9. **Delinquent Special Assessments.** If the Developer fails to timely and fully pay special assessments, the District will have a cause of action against the Developer for the deficiency. The Developer will pay all costs, including reasonable attorneys' fees, incurred by the District regarding any failure by the Developer to timely and fully pay special assessments or any other default regarding the ASSESSMENT DISTRICT.

10. **Access to the Developer Property.** By virtue of this Agreement, and without the necessity for any additional permission, easement, or access document, the Developer grants the District, the City, and those parties' officers, employees, agents, representatives, and contractors, reasonable access and right of way upon, over, in, under, across, and through the Developer Property, including all unplatted and platted lots or parcels, for purposes of ingress and egress, construction, reconstruction, inspection, operation, maintenance, and improvements of the Exterior Infrastructure; inspection or monitoring the Water Infrastructure; or otherwise as necessary to provide water service to the Developer Property. The District's access rights to the Developer Property will survive any termination of this Agreement. In addition, the Developer will grant the District any written easements that are reasonably necessary to provide water service to the Developer Property. The District will make reasonable efforts to ensure its access rights do not interfere with the intended use of each lot or parcel.

11. **Continuing Duty.** The Developer agrees that if the Project does not proceed due to any action or omission of the Developer, or upon request of the Developer to abandon the Project or any part or portion of the Project, the Developer will be liable for any costs already incurred by the District or the City regarding the Project or regarding the ASSESSMENT DISTRICT, including, but not limited to, engineering, legal, and administrative fees.

12. **Indemnity.** With the exception of damages caused by the City's or the District's sole negligence, the Developer will release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, consultants, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Exterior Infrastructure; the Project; water service to the Developer Property; the manner of the creation of the ASSESSMENT DISTRICT; any act or omission of the Developer, or of any contractor, consultant, subcontractor, supplier, or any other person or entity directly or indirectly employed by the Developer, or anyone for whose act or omission any of

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them may be liable. The Developer's duties to release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, consultants, and contractors, as described above include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the Developer, or the Developer's officers, agents, representatives, employees, consultants, contractors, licensees, or invitees, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to the person or property of any other person or party, whether natural or not, other than the Developer. Further, the Developer will reimburse the District, its officers, employees, agents, representatives, consultants, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of the District, its officers, employees, agents, representatives, consultants, or contractors, or in any way arising out of or regarding the Exterior Infrastructure; the Project; water service to the Developer Property; the manner of the creation of the ASSESSMENT DISTRICT; any act or omission of the Developer, or of any contractor, consultant, subcontractor, supplier, or any other person or entity directly or indirectly employed by the Developer, or anyone for whose act or omission any of them may be liable. The Developer's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.

13. **Compliance with Laws.** The Developer, at the Developer's sole cost, will comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, which may be applicable to the Project. In addition, the Developer will obtain all other necessary and requisite licenses, permits, registrations, and/or approvals from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities.

14. **Insurance.** The Developer, and all of the Developer's consultants and contractors, must provide the following insurance policies and endorsements:

A) Prior to commencing the Project, the Developer, and all of the Developer's consultants and contractors (for purposes of this Section 14, any reference to "the Developer" includes the Developer or any of its consultants or contractors), will secure, and keep in force during the design and construction of the Project, the following insurance coverages for not less than the following amounts:

- i) Commercial General Liability Insurance (including completed operations, contractual, products coverages) with minimum

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- liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- ii) Automobile Liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- iii) Excess or Umbrella Liability Insurance with minimum liability limits of \$500,000 per occurrence, and \$1,000,000 aggregate.
- iv) Workers Compensation Insurance in compliance with all applicable statutory requirements.

B) The insurance coverages listed above must meet the following additional requirements:

- i) Any deductible or self-insured retention amount or other similar obligation under the policies will be the Developer's sole responsibility.
- ii) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.
- iii) All policies will name the Developer as the insured and the District as an additional insured party.
- iv) The Developer's policies will be primary and noncontributory regarding any other insurance available to the District as an additional insured party.
- v) The Developer's policies must each contain a "waiver of subrogation" that waives any right to recovery any of the Developer's insurance companies might have against the District.
- vi) The Developer's policies must each contain a provision that the policies and any endorsements may not be cancelled or modified without 30 days' prior written notice to the District.
- vii) The Developer's policies, either in the policies or in endorsements, must each contain a provision that the Developer's insolvency or bankruptcy will not release the insurer from payment under the policy, even when the Developer's insolvency or bankruptcy prevents the Developer from meeting the retention limit under the policy.
- viii) The Developer's policies, either in the policies or in endorsements, must contain cross liability/severability of interests, to ensure that all additional insured parties are covered as if they were all separately covered.

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Lakeview Heights Third Addition*

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- ix) The Developer's policies, either in the policies or in endorsements, must contain a provision that the legal defense provided to the District must be free of any conflicts of interest, even if retention of separate legal counsel is necessary.

Before commencing the Project or otherwise proceeding under this Agreement, the Developer will deliver to the District copies of the insurance policies and endorsements required under this Agreement, and will otherwise provide all requisite evidence that the insurance required under this Agreement is in full force and effect. The Developer's duties to release, defend, indemnify, protect, and hold harmless the District and the District's officers, employees, agents, representatives, consultants, and contractors include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured. The District's receipt of any certificates, policies, or endorsements required under this Agreement will not in any way limit the Developer's duties and obligations to maintain the insurance required under this Agreement. The Developer will ensure all of the Developer's consultants, contractors, and subcontractors purchase and maintain the same insurance with the same conditions and terms required of the Developer under this Agreement.

15. **Title to the Developer Property.** The Developer warrants that, as of the date of this Agreement, New Horizon Homes, LLC, is the fee simple owner of the Developer Property; the Developer has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; the Developer has the right to promise and perform the obligations contained in this Agreement; no portion of the Developer Property is subject to any ownership interest, including any right of reverter, to any third party; and this Agreement does not violate any mortgage or other interest held by any third party regarding the Developer Property, or any portion of the Developer Property. The Developer will warrant and defend title to the Developer Property. Further, the Developer will release, hold harmless, defend, and indemnify the District, its officers, employees, agents, representatives, consultants, and contractors from and against any and all liability, losses, damages, claims, demands, actions, judgments, and executions regarding the Developer Property; the Developer's representations regarding the Developer's ownership of the Developer Property; and the Developer's promises, covenants, and representations contained in this Agreement.

16. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

*Cass Rural Water Users District
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Page 9

17. **Remedies.** In addition to any other remedies available to the District under this Agreement, if the Developer fails to perform any of the Developer's obligations under this Agreement, the District may perform the Developer's obligations and may recover its costs incurred by assessing the costs against any property owned by the Developer in Cass County, North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. The District's remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law in case of any breach or threatened breach by the Developer of any provision or provisions of this Agreement. The Developer will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

18. **Joint and Several Obligations.** The Developer's obligations, duties, and responsibilities under this Agreement are joint and several, and New Horizon Homes, LLC, and any subsequent owners of any portions of the Developer Property are also individually liable for all of the duties, obligations, and responsibilities of the Developer under this Agreement, but individual property owners' liability will be limited to the property owned by each party. For example, any subsequent purchaser of any individual lot will only be responsible for the Developer's duties, obligations, and responsibilities regarding that specific lot, and not regarding the entirety of the Developer Property.

19. **Assignment.** The parties will record this Agreement with the Cass County Recorder's Office. The Developer will not transfer or assign this Agreement, nor any of the Developer's rights or obligations under this Agreement, without the express written consent of the District. However, without the necessity for any consent or "assignment" under this Agreement, the Developer may convey individual lots and parcels within the Developer Property to individual purchasers, and all future owners of lots within the Developer Property must comply with their obligations to become member users of the District, and all future owners of any lot, parcel, or portion of the Developer Property are otherwise subject to the Developer's obligations under this Agreement, including the District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements, as may be amended.

20. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law (e.g., 7 U.S.C. § 1926(b)); the parties and this Agreement are subject to North Dakota and applicable United States federal law. Any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, with the exception of any litigation regarding, or that may impact in any way, the District's exclusive rights regarding the Developer Property under 7 U.S.C. § 1926(b), which will be venued in U.S. Federal District

*Cass Rural Water Users District
New Horizon Homes, LLC
Developer Agreement
Lakeview Heights Third Addition*

Page 10

Court for the District of North Dakota. The parties have entered into this Agreement voluntarily; the parties waive any objection to personal jurisdiction or venue; and none of the parties can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

21. **No Forbearance.** The failure or delay of the District to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the District to enforce each and every term of this Agreement.

22. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

23. **Time is of the Essence.** Time is of the essence of all of the Developer's obligations under this Agreement.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

25. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement, and must be recorded with the Cass County Recorder.

26. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, assigns, heirs, executors, administrators, and legal representatives, including subsequent owners of the Developer Property, or any lot, parcel, or portion of the Developer Property.

27. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

*Cass Rural Water Users District
New Horizon Homes, LLC
Developer Agreement
Lakeview Heights Third Addition*

Page 11

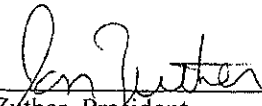
28. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

*Cass Rural Water Users District
New Horizon Homes, LLC
Developer Agreement
Lakeview Heights Third Addition*

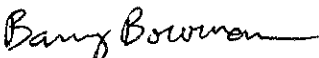
Page 12

CASS RURAL WATER
USERS DISTRICT



Jon Zuther, President

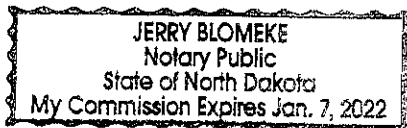
ATTEST:



Barry Bowman, Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 27th day of April, 2020, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.





Notary Public, Cass County, ND

(SEAL)

*Cass Rural Water Users District
New Horizon Homes, LLC
Developer Agreement
Lakeview Heights Third Addition*

Page 13

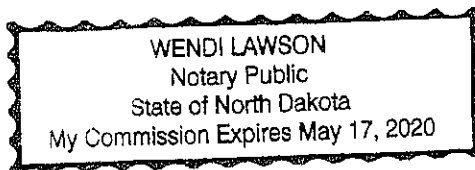
NEW HORIZON HOMES, LLC


By: 

Kevin Christianson, Managing Member

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 27th day of April, 2020, before me, a Notary Public in and for said County and State, personally appeared Kevin Christianson, known to me to be the Managing Member of New Horizon Homes, LLC, a North Dakota limited liability company, who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.





Notary Public, Cass County, ND

(SEAL)

The legal descriptions contained in this document were obtained from previously-recorded documents.

*Cass Rural Water Users District
New Horizon Homes, LLC
Developer Agreement
Lakeview Heights Third Addition*

Page 14

EXHIBIT A

Legal Description of the Developer Property

Lakeview Heights Third Addition to the City of Horace, a Replat of Lot 1,
Block 2, Lakeview Heights Second Addition to the City of Horace, Cass County,
North Dakota, more specifically described as:

Lots 1 through 5, Block 1, Lakeview Heights Third Addition to the
City of Horace, Cass County, North Dakota.

PAGE: 15 of 15 AGREE

1590964

Ohnstad Twichell, P.C.

5/19/2020 8:55 AM

Recorded Electronically

\$65.00

RECORDER'S OFFICE, CASS COUNTY, ND 5/19/2020 8:55 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1590964**
Recorded Electronically



EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made this 22nd day of July, 2020, by New Horizon Homes, LLC, a North Dakota limited liability company, whose address is 4265 45th Street South, Suite 200, Fargo, North Dakota 58104 ("NHH").

WHEREAS, NHH is the owner of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, Block 1, Lakeview Heights Third Addition to the City of Horace, Cass County, North Dakota; and

WHEREAS, it is the desire of NHH to establish a private road easement for access purposes which will provide each of the lots with ingress and egress to their property; and

WHEREAS, it is the desire of NHH to establish an easement for the installation and maintenance of utilities for the lots; and

NOW, THEREFORE, for the purposes above described, NHH hereby agrees as follows:

1. Grant. NHH for their benefit and the benefit of their successors and assigns to the lots described herein (collectively "Owners", individually "Owner"), hereby grants for the Owners' use and the use of the Owners' agents, employees, tenants, guests and invitees, a perpetual, non-exclusive easement over and across the all of the Easement Areas for the purpose of pedestrian traffic, vehicle ingress and egress to and from the property.

NHH for their benefit and the benefit of their successors and assigns to the lots described herein (collectively "Owners") grants a perpetual, non-exclusive easement for the shared use of the private utility mains and private road.

The Easement Area shall be defined as those areas designated as ingress/egress and utility easement areas on the plat of Lakeview Heights Third Addition to the City of Horace, Cass County, North Dakota and any subsequent replats thereof.

2. Easement Area Construction and Maintenance Obligations. The owner of each lot shall provide for the installation and maintenance of the improvements located on their lot including the driveway areas and utilities.

3. Construction and Maintenance Obligations. NHH, as developer, shall provide for the installation of the private utility mains and private roads known as Jacks Way and James Way. The costs for such installation shall be added to the purchase price of each lot in accordance with the percentages indicated in Section 4, unless other arrangements have been made between the Owners and NHH. Furthermore, the private utility mains and private road shall be maintained in good order

and repair by NHH for the benefit of the Owners, their tenants, successors and assigns, until such time as NHH transfers said responsibility to an association comprised of all property Owners.

4. Allocation of Maintenance Costs. Owners declare, on their behalf and on behalf of their respective successors and assigns, the cost of maintaining and repairing the private roads and private utility mains in paragraph 3 above, shall be allocated to and be borne by the Owners in a net prorata share which shall be: a ratio consisting of the net front footage of each Owner's lot as it bears to the net front footage of the Jacks Way which initially is as follows:

<u>Lot</u>	<u>Front Feet</u>	<u>Percentage</u>
Lot 1	155 feet	7%
Lot 2	939 feet	43%
Lot 3	158.5 feet	7%
Lot 4	780.5 feet	36%
Lot 5	155 feet	7%

NHH shall negotiate and retain the services of the vendors who will be responsible to maintain the private utility mains and private roads and to provide the services described in Section 3 above for purposes of this Agreement such expenses will be defined as area maintenance charges ("AMC").

The AMC, allocated as above-described, will be paid by each Owner to NHH within thirty (30) days following the end of each calendar month. NHH shall provide the Owners with a monthly accounting of AMC incurred for the previous month. If an amount is due and owing to NHH, the Owners shall pay their allocated share to NHH within thirty (30) days following receipt of the monthly accounting.

Upon the request of the Owners, NHH agrees to provide each party with supporting documentation and an explanation of the expenses that are included in the AMC for the previous month. Upon reasonable notice, NHH shall send to, or otherwise make available for the Owners, NHH's records relating to the AMC. The parties shall review the AMC in good faith, and if there is a dispute, reconcile those issues. If the result of the review by the Owners evidences an error on the part of NHH in calculating the AMC in excess of ten percent (10%) of any of said items, NHH shall be responsible for the costs of the review and the appropriate adjustment shall be made.

If an Owner fails to make the payment to NHH within the time period above-described, a late payment charge of five percent (5%) of the delinquent payment shall also be due, and if not paid within five (5) business days following written notice of default from NHH, the amount due will accrue interest at the rate of twelve percent (12%) per annum. If NHH needs to resort to collection efforts to collect the amount due, the defaulting party shall also be responsible for any costs and expenses incurred by NHH in collecting those funds, including reasonable attorney's fees.

5. Dispute Resolution. The Owners acknowledge that it is their intention that Lakeview Heights Third Addition to the City of Horace, Cass County, North Dakota, be recognized as a first-class development and commercial center, and that each party intends to maintain their separate lots to meet this first-class standard. If the Owners are dissatisfied with the services being contracted for by NHH as it pertains to those matters described in paragraphs 3 above, they may

give notice to NHH of their dissatisfaction. The notice shall be in writing and specify the deficiencies currently existing with regard to the maintenance and services to be provided. NHH shall have thirty (30) days after notice to cure the deficiencies specified by the Owners. If the deficiencies continue thereafter, without any response or correction by NHH, the Owners may contract for such services and the costs will be allocated in accordance with the provisions of paragraph 4 above. If the deficiency is such that it cannot be remedied within the thirty (30) days and NHH acknowledges the deficiency and is proceeding in a reasonable and expeditious manner to remedy the deficiency, the Owners shall not have authority to contract for such services.

If there is valid dispute between Owners relating to the AMC, the matter will be referred to an arbiter. Each party shall have authority to present their information to the arbiter that is to be done within twenty (20) days following the request of either party that the matter be determined through the arbitration process, and the arbiter shall have an additional twenty (20) days to make a decision. The decision of the arbiter shall be final and binding on each of the parties.

6. Architectural Control. There is hereby established an architectural review committee ("Review Committee") for the development which shall be comprised of only NHH as Developer until the earlier of the date that buildings have been constructed and completed on all properties, or until the time that the Developer decides to divest itself of responsibility for Architectural Control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be elected by the owners of the development. The elected committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists. Whenever there is reference in these documents to "Review Committee", such reference shall include either the Developer or the three Owner Committee.

Two (2) copies of Plans (for which receipt must be acknowledged in writing) will be submitted to the Review Committee. Approval or disapproval of those plans will be made in writing within ten (10) days after the receipt of those plans. In the event the Review Committee fails to approve or disapprove of the plans and related documents within this ten (10) day period, approval will not be required and the related covenants shall be deemed to have been fully met. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, commercial district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

7. Severability. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this Agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This document shall be construed and enforced in accordance with the laws of the State of North Dakota.

Notary Public

PAGE: 5 of 5 EASE
The Title Company-Commercial
Recorded Electronically

1598883
7/24/2020 3:48 PM
\$20.00

RECORDER'S OFFICE, CASS COUNTY, ND 7/24/2020 3:48 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by *Teresa A. Kirby*, Dep. **1598883**
Recorded Electronically



DECLARATION OF RESTRICTIVE COVENANT

New Horizon Homes, LLC (the "Declarant") does hereby covenant and agree that no financial institution or credit union (as such terms are defined in North Dakota Century Code 6-01-02), nor any other entity providing banking or financial services, nor any person or entity selling insurance or providing insurance services shall be allowed to operate within the confines of the land described as follows:

Lot 1, Lot 2 and Lot 4, less the North 206.32 feet of Lot 4, all in Block 1, Lakeview Heights Third Addition to the City of Horace, Cass County, North Dakota.

This Restrictive Covenant is for the exclusive benefit of the North 206.32 feet of Lot 4, Block 1, Lakeview Heights Third Addition to the City of Horace, Cass County, North Dakota and for such reason the owner of such benefitted lot may waive the Restrictive Covenant on one or more occasions or may terminate it completely.

This Declaration may be enforced in equity or in law. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment.

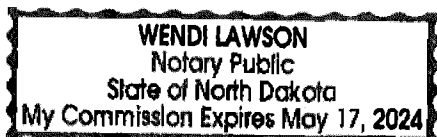
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenant this 19th day of February, 2021.

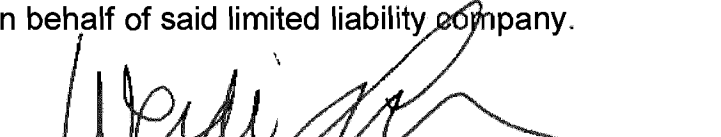
New Horizon Homes, LLC


By: Kevin Christianson
Its: President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The forgoing instrument was acknowledged before me this 19th day of February, 2021, by Kevin Christianson, President of New Horizon Homes, LLC, a North Dakota limited liability company, on behalf of said limited liability company.




Notary Public

PAGE: 2 of 2 REST

1623501

The Title Company-Commercial

2/25/2021 8:10 AM

Recorded Electronically

\$20.00

RECORDER'S OFFICE, CASS COUNTY, ND 2/25/2021 8:10 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Sheva Garcia, Dep _____ **1623501**
Recorded Electronically



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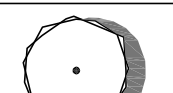




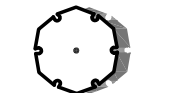
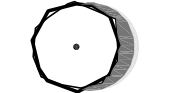



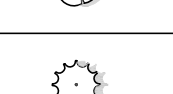

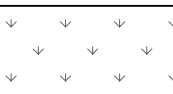


J

K

(S.D. C10 ON SHT. L1,2)

(S.D. C5 ON SHT. L1,2)

(S.D. E7 ON SHT. L1,2)

PLANT SCHEDULE HORACE							
TREES	CODE	BOTANICAL / COMMON NAME	SIZE	METHOD	PLANT UNITS	QTY	LANDSCAPE PLANT UNIT TOTALS:
	*ST-AES	*Aesculus x 'Bergeson' Prairie Torch Hybrid Buckeye	2" Cal.	Container	10 units	5	50
	*ST-GYM	*Gymnocladus dioica 'Espresso' Espresso Kentucky Coffeetree	2" Cal.	Container	10 units	2	30
	ACE SUG	Acer saccharum Sugar Maple	2" Cal.	Container	10 units	5	50
	GLE TTI	Gleditsia triacanthos f. inermis Thornless Honey Locust	1.5" Cal.	Container	10 units	21	210
	PIC CO2	Picea pungens Colorado Spruce	5' Ht.	Container	10 units	6	60
	POP PRG	Populus tremuloides 'NE Arb' TM Prairie Gold Quaking Aspen	1.5" Cal.	Container	10 units	7	70
	PRU VIR	Prunus virginiana 'Schubert' Schubert Chokecherry	1.5" Cal.	Container	10 units	18	180
	TIL BOU	Tilia americana 'Boulevard' Boulevard American Linden	2" Cal.	Container	10 units	9	90
	ULM CAT	Ulmus x 'Cathedral' Cathedral Elm	2" Cal.	Container	10 units	4	40
SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	METHOD	PLANT UNITS	QTY	
	RHU BAL	Rhus typhina 'Baltiger' TM Tiger Eyes Sumac	2 gal.	Container	5 units	73	365
	SPI GO6	Spiraea japonica 'Goldflame' Spiraea	2 gal.	Container	5 units	87	435
	TAX DW2	Taxus cuspidata 'Dwarf Bright Gold' Dwarf Golden Japanese Yew	2 gal.	Container	5 units	12	60
PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	METHOD	PLANT UNITS	QTY	
	MIS AUT	Miscanthus purpurascens 'Autumn Red' Autumn Red Flame Grass	2 gal.	Container	3 units	50	150
GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	METHOD	PLANT UNITS	QTY	
	SOD	Turf Sod	—			70,369 sf	
	ROCK	River Rock	—			8,411 sf	

LANDSCAPING NOTES

- ALL PLANTINGS SHALL HAVE MULCH RING AROUND BASE AS DETAILED.
- THOROUGHLY WATER ALL PLANTING BEDS TWICE IN THE FIRST 48 HOURS.
- THE LANDSCAPE PLAN AND DETAIL SHEET ARE FOR LANDSCAPING INFORMATION ONLY. PLEASE REFER TO THE SITE LAYOUT PLAN, LIGHTING PLAN, GRADING PLAN, AND UTILITIES PLAN FOR ALL OTHER INFORMATION.
- THE LOCATIONS FOR PLANT MATERIAL ARE APPROXIMATE AND ARE SUBJECT TO FIELD ADJUSTMENT DUE TO SLOPE, VEGETATION, AND OTHER SITE FACTORS.
- COORDINATE PLANT MATERIAL LOCATIONS WITH SITE UTILITIES. SEE SITE LAYOUT, GRADING, AND UTILITY PLANS FOR STORM, SANITARY, AND WATER LINES. SEE LIGHTING PLAN FOR ELECTRICAL AND LIGHTING LAYOUT AND DETAILS. UTILITY LOCATIONS ARE APPROXIMATE. EXERCISE CARE WHEN DIGGING IN AREAS OF POTENTIAL CONFLICT WITH UNDERGROUND OR OVERHEAD UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE AND SHALL REPLACE OR REPAIR ANY DAMAGE AT CONTRACTOR'S EXPENSE.
- LANDSCAPE PLANTING BEDS MUST BE FREE DRAINING. PAVEMENT, COMPACTED SUBGRADE, AND ANY ROCK SHALL BE REMOVED FROM WITHIN BEDS TO BE LANDSCAPED TO A DEPTH OF 2' OR TO A GREATER DEPTH IF REQUIRED BY PLANTING DETAILS, SPECIFICATIONS, OR RECOMMENDED BY LANDSCAPE CONTRACTOR. REPLACE SOIL WITHIN ISLANDS WITH MODERATELY COMPACTED LOCAL SOIL FREE FROM STONES AND RUBBISH 1" OR GREATER IN DIAMETER AND ANY OTHER MATERIAL HARMFUL TO PLANT GROWTH AND DEVELOPMENT. PLANTING INSTALLATION WITHIN ISLANDS SHALL BE AS DETAILED AND CONTAIN PLANTING MIX AS SPECIFIED.
- APPLY FERTILIZER, SULPHUR, LIME, ETC. AS RECOMMENDED BY LANDSCAPE CONTRACTOR AND/OR SOIL ANALYSIS.
- TREES AND SHRUBS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED AND HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCATION OF THE PROJECT. THEY SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY, WITH NORMAL HABIT OF GROWTH. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS, OR LARVAE. THEY SHALL HAVE HEALTHY AND WELL-DEVELOPED ROOT SYSTEMS. ALL TREES SHALL HAVE STRAIGHT SINGLE TRUNKS WITH THEIR MAIN LEADER INTACT UNLESS OTHERWISE STATED. THE LANDSCAPE DESIGNER SHALL ONLY PERMIT SUBSTITUTIONS UPON WRITTEN APPROVAL. THEIR SIZES SHALL CONFORM TO THE MEASUREMENT SPECIFIED ON THE DRAWINGS. PLANTS LARGER THAN SPECIFIED ON THE DRAWINGS MAY BE USED IF APPROVED. THE USE OF SUCH PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

LANDSCAPING REQUIREMENTS

TOTAL LOT AREA:	406,918 SF
PLANT UNITS:	
4 PLANT UNITS FOR EVERY 1,000 SF	1,628 PLANT UNITS REQUIRED
7 LARGE TREES (10 UNITS)	
1 SMALL TREE (7 UNITS)	
43 SHRUBS (5 UNITS)	
45 PERENNIALS (3 UNITS)	1,780 PLANT UNITS PROPOSED
STREET TREES:	
1 TREE PER 35'	
1114' / 35' = 32 STREET TREES REQUIRED	32 STREET TREES PROVIDED



KEY NOTES

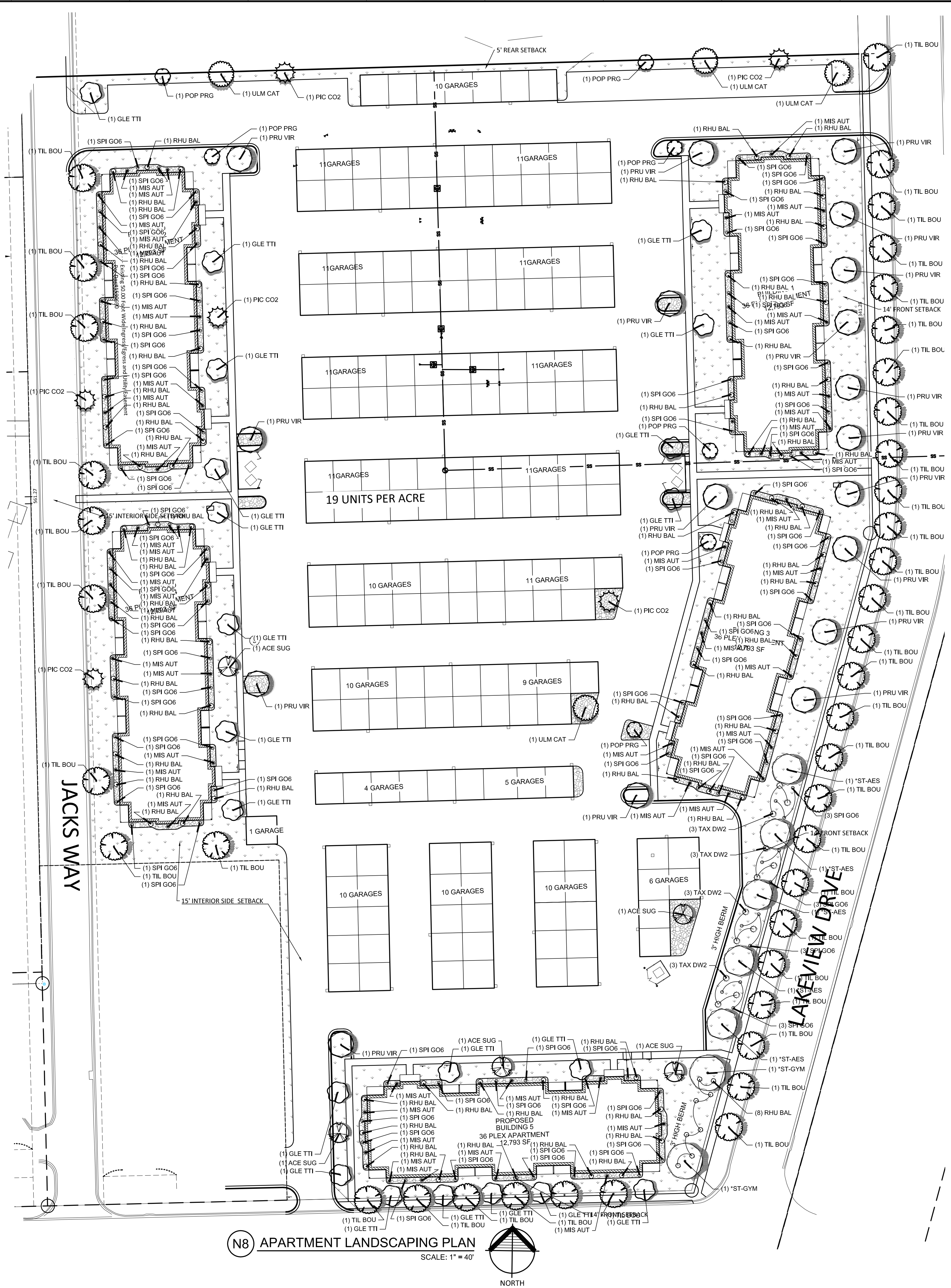
- 2" TO 5" ROCK OVER 2 LAYERS OF MIRAFI 500X OR APPROVED EQUAL FABRIC WEED BARRIER.
- SOD.
- 4" PVC IRRIGATION PIPE SLEEVE COORDINATE W/ PAVING CONTRACTOR.
- NOT USED.
- PROVIDE 1.5" PRESSURE VACUUM BREAKER FOR IRRIGATION SYSTEM.
- GRANULAR FILL AND GEOFABRIC IN PLANTING BEDS REMOVED BY EARTHWORK CONTRACTOR (S.D. E6).

IRRIGATION NOTES

- ALL ROCK PLANTING BEDS SHALL BE PROVIDED WITH DRIP IRRIGATION.
- ALL SOD AREAS SHALL BE PROVIDED WITH WITH A POP-UP IRRIGATION SYSTEM SPACED TO ADEQUATELY WATER ALL TURF AREAS - INCLUDING BOULEVARD.

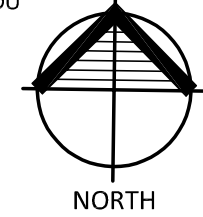
LEGEND

-  PATCH EXISTING TURF AREAS WITH SOD.
-  IRRIGATION SLEEVE.



N8 APARTMENT LANDSCAPING PLAN

SCALE: 1" = 40'



DATE: 4-21-22
PROJECT NO:
DRAWN BY: CM
CHECKED BY:
REVISION/ADDENDUM:

HORACE APARTMENTS
JACKS WAY
HORACE, ND

NOT FOR
CONSTRUCTION

CHRISTIANSON
COMPANIES
PH. (701) 281-9500
FAX (701) 281-9501
4609 33RD AVE S.
SUITE 400
FARGO, ND 58104

DG
DESIGN RESOURCES GROUP
PH. (701) 499-0212
FAX (701) 281-9501

SHEET DESCRIPTION:
LANDSCAPING PLAN

Sheet
L1.1

RECEIVED MAY 11 2022

ACCESS PERMIT APPLICATION

Please
Print or
Type

Instructions: Complete all questions that apply, sign, attach necessary documents, and submit to the Cass County Highway Department, along with a nonrefundable application fee in the amount of \$50 and a \$1000 refundable performance guarantee. Submit an application and fee for each access requested.



Highway Department
1201 Main Avenue West
West Fargo, ND 58078
www.casscountynd.gov
Phone: 701-298-2370
Fax: 701-298-2395

Applicant New Horizon homes LLC.		Applicant's Representative Chris Mack	
Address 4609 33rd Ave. Fargo Suite 400		Address	
City, State Zip Fargo, ND 58104	Phone 701-499-3895	City, State Zip SAME AS APPLICANT	Phone
Email Address cm@drteam.com		Email Address	

Type of Permit Requested				
<input checked="" type="checkbox"/> New Access <input type="checkbox"/> Modify Existing Access <input type="checkbox"/> Remove Existing Access		<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Field Drive		
Address, City, State Zip of Property to be Served by Permit (if applicable)				
Parcel ID 15037900010000	Subdivision Lakeview Heights 5th	Section 8	Township 138N	Range 49W
On what county highway are you requesting the access? 76th Ave South		What side of the highway? <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		
Current land use of property? <input type="checkbox"/> Agricultural <input type="checkbox"/> Residential <input type="checkbox"/> Business <input checked="" type="checkbox"/> Other:				
Will this activity disrupt normal traffic and/or functionality of the roadway? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, describe and submit a traffic safety plan per MUTCD on separate sheet (include timeline).				
Are there other existing or dedicated public streets, roads, highways, or access easements bordering or within the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, list them on the plans and indicate the proposed and existing access points.				
Description of proposed work Right-In access to a commercial development				

By signing below, the Applicant agrees to perform all work in accordance with the Cass County Highway Access Ordinance and this Permit and to indemnify and hold harmless the County, its officers and employees from all liability, judgments, costs, expenses, and claims growing out of damages, or alleged damages, of any nature whatsoever, to any person or property arising out of performance or nonperformance of said work, or the existence of said drives.

Chris Mack

5-6-22

Applicant Signature

Date

Upon approval and issuance of the permit, the Applicant is granted permission to commence the work described herein as per the Installation Start Date. At such time as all work has been done to the complete satisfaction of the Highway Department, the performance guarantee shall be released.

Installation Start Date	Installation Completion Date	Temporary Access Removal Date	Permitted Length of Time of Traffic Disruption
-------------------------	------------------------------	-------------------------------	--

Brian Busto

Authorized Highway Department Signature

5/16/2022

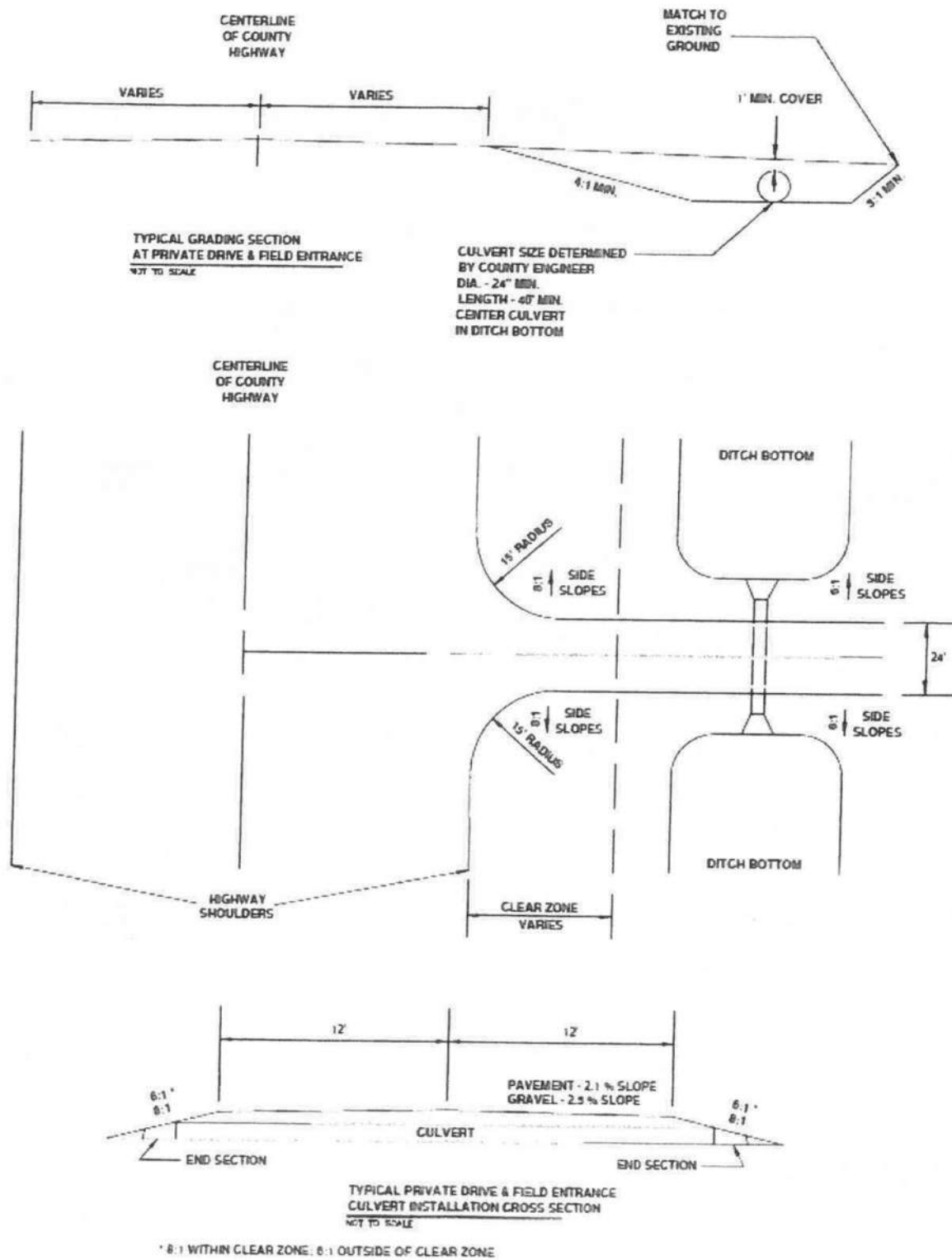
Date

ACCESS PERMIT REQUIREMENTS

1. The applicant shall be solely responsible for paying all costs associated with the design and construction of an access facility and all costs associated with the design and construction of any improvement to a County Highway as required to accommodate the access facility and the traffic using the access facility.
2. No work under this application is to be started until the application is approved and the permit is issued.
3. The total cost of all construction and maintenance of the work specified shall be borne by the Applicant, its grantees, successors, and assigns; except that the County will maintain the shoulder of the roadway.
4. It is understood by the Applicant that the County does not assume any responsibility for the removal or clearance of snow, ice or sleet, or the opening of windrows of such material, upon any portion of the drive even though snow, ice, or sleet is deposited or windrowed on said drive by its authorized representative engaged in normal winter maintenance operations.
5. A drive, as referred to in this Permit, shall be the traveled area between the highway roadway-surface and the adjacent right-of-way line. Said drive shall be used only for the purpose of providing entrance to and exit from the Applicant's property.
6. The granting of this permit does not vest the applicant with the exclusive use of the drive. Cass County Highway Department retains the right to diminish and expand the use of the drive as required in the interest of the safety of highway traffic.
7. Where work on or near the traveled roadway is necessary, proper signs, channelizing devices, warning lights, and barricades must be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods shall conform to the Manual on Uniform Traffic Control devices (MUTCD).
8. It is understood by the Applicant that the location, construction, and maintenance of drives are under the supervision of the County at all times, and that in granting this permit the County waives none of its powers or rights to direct the removal, relocation, and/or proper maintenance in the future of any drives within the right of way of the County Highway.
9. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during the construction or installation of access facilities.
10. Roadside must be cleaned up after work is completed.
11. No improvement constructed on the highway right of way shall be altered or relocated without permission of the County Engineer of the County Highway Department.
12. Right of way widths for County Highways shall be 100 feet from the centerline of the county highway to the right of way line on both sides of the highway, unless the County Engineer determines an increase or decrease in width is appropriate.
13. Driveway side slopes shall be constructed 8:1 and shall be hand finished and seeded.
14. Proper erosion control and sedimentation devices shall be used.
15. Surfacing may be omitted on field entrances if so specified in the application.
16. After construction is completed the applicant shall notify the Cass County Highway Department that the work is completed and is ready for inspection.
17. No construction shall be considered complete until checked and approved by the County Highway Department. The applicant will be notified of any deficiencies. Failure to complete the repairs will cause the applicant to forfeit the performance deposit, and be liable to the County for the cost of the repairs, as outlined in Ordinance #2015-2 and NDCC § 24-05-23.

OFFICE USE ONLY		
Application Fee Received:	Amount \$ 50.00	Date: 5-11-22
Performance Guarantee Received:	Amount \$ 1,000	Date: 5-11-22
Onsite Survey Completed By:		Date:
Requirements: - Will need to capture Ditch Drainage from 76th Ave Into your Site Plan. - All costs Associated w/ moving utilities will be paid by Applicant - Before Finalized, Final Plans shall be sent to Cass County for approval		
Approved Permit Sent to Applicant:	Date: 5/16/22	LS
Written Notification Received From Applicant:	Date:	
Final Inspection Completed By:		Date:
Final Inspection Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Performance Guarantee Released:	Date:	
Comments:		

Figure 11.1



NOT FOR
CONSTRUCTION



CHRISTIANSON
CORPORATION

PH. (701) 281-9500
FAX (701) 281-9501

4609 33RD AVE S.
SUITE 400
FARGO, ND 58104



DRG
DESIGN RESEARCH GROUP
PM (701) 499-0212
FAX (701) 281-9501

SHEET DESCRIPTION:
LANDSCAPE PLAN

about L1.1



SCALE: 1' = 30'

(N8) SITE PLAN

DATE:	10/1/01
PROJECT NO.:	101
DRAWN BY:	W. J. HARRIS
CHECKED BY:	W. J. HARRIS
APPROVED BY:	W. J. HARRIS
DATE:	10/1/01
PROJECT NO.:	101
DRAWN BY:	W. J. HARRIS
CHECKED BY:	W. J. HARRIS
APPROVED BY:	W. J. HARRIS

HORACE HOLIDAY
JACKS WAY
HORACE, ND

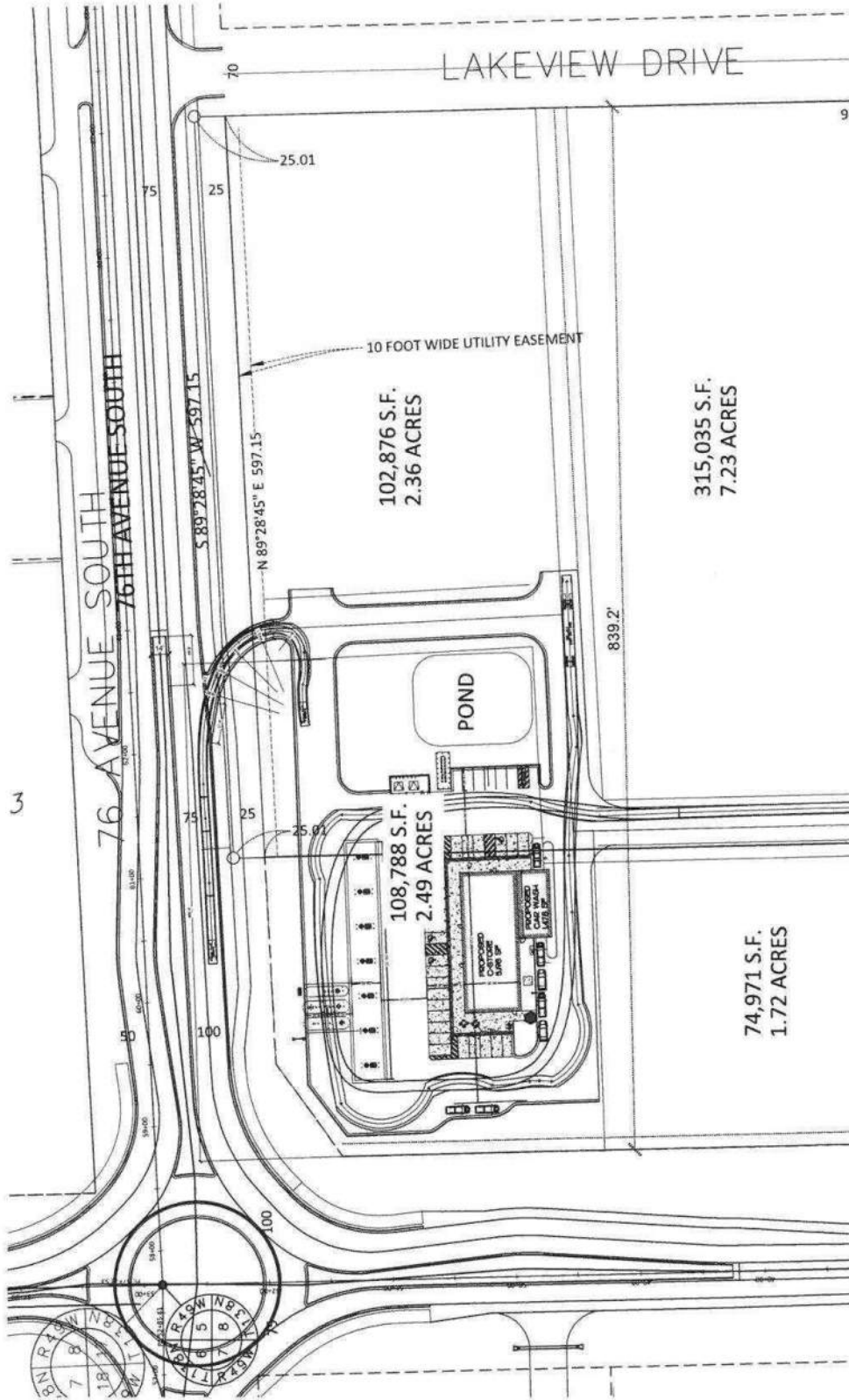
NOT FOR
CONSTRUCTION

CHRISTIANSON
LANDSCAPE ARCHITECTS
P.O. BOX 281
FARMER, ND 58104
PHONE (701) 281-9900
FAX (701) 281-9901
4009 33RD AVE. S.
SUITE 400
FARMER, ND 58104
PHONE (701) 499-0212
FAX (701) 281-9901

DE
LANDSCAPE ARCHITECT
P.O. BOX 281
FARMER, ND 58104
PHONE (701) 281-9900
FAX (701) 281-9901

LIBERTY GRASSCUTTERS
LANDSCAPE PLAN

Sheet
L1.1



1/8" = 1' SCALE
N SITE PLAN
NORTH



COMMUNITY DEVELOPMENT DEPARTMENT
215 PARK DRIVE EAST
HORACE, NORTH DAKOTA 58047
PHONE: 701.492-2972
E-MAIL: bvoigt@cityofhorace.com
www.cityofhorace.com

APPLICATION DATE

(mo/day/year)

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): New Horizon Homes LLC.

ADDRESS: 4265 45th st south

PRIMARY PHONE: 701-280-9500

ALTERNATIVE PHONE:

EMAIL: Kfreier@paces-lodging.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Chris Mack

ADDRESS: 4009 33rd ave south Fargo, ND

PRIMARY PHONE: 701-499-3877

ALTERNATIVE PHONE: 701-740-8263

EMAIL: cm@drgteam.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: Lakeview Heights 5th Addition

SECTION, TOWNSHIP, RANGE: Sec. 1, Township 138N, Range 49W

TOTAL ACRES: 28.14

NUMBER OF LOTS: 5

PROPOSED LAND USE AND ZONING: R5 with PUD

4

BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

This plat is to rezone and the existing C2 lot to a PUD with R5 as the base zoning. The land dedication has already been completed with the Lake View Heights 3rd subdivision plat. The storm water will connect to an existing storm sewer stub at the intersection of 79th ave Lakeview Drive. It will flow into the existing pond west of the school lots that was designed to handle this storm water discharge.

5

EXISTING OR PROPOSED INFRASTRUCTURE TYPE

ROADS:

☒ PUBLIC☒ PRIVATE☐ PAVED☐ GRAVEL

WATER SUPPLY:

☒ PUBLIC☒ PRIVATE☐ RURAL WATER☐ SHARED WELLS

WASTE WATER TREATMENT

☒ PUBLIC☐ ON-SITE SEPTIC

STORM SEWER:

☐ DITCHES☒ STORM SEWER SYSTEM

OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE SUBDIVISION:

☐ PUBLIC☒ PRIVATE

6

HIGHWAY ACCESS PERMITTING

DOES PROPOSED SUBDIVISION ACCESS COUNTY HIGHWAY?

☒ YES☐ NO

IF YES, PLEASE SECURE HIGHWAY ACCESS PERMIT WITH Cass County ROW Agent **BEFORE YOU SUBMIT SUBDIVISION APPLICATION.** FOR MORE INFORMATION, PLEASE CONTACT THE CASS COUNTY ENGINEER OFFICE AT 701-298-2378 OR BUSTAB@CASSCOUNTYND.GOV.

Brian Busta as Cass County ROW Agent 5/16/2022
 CASS COUNTY ENGINEER TECHNICIAN DATE

7

SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

☒ TITLE OPINION DOCUMENT☒ VERIFICATION OF TAXES PAID (<https://proptax.casscountynd.gov/#Search>)

N/A

PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)

N/A

MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGUOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES

☒ DRAFT PLAT DOCUMENT☒ DRAINAGE PLAN

8

SIGNATURE

OWNER SIGNATURE

5-4-22

DATE

REPRESENTATIVE SIGNATURE

5-4-22

DATE

SUBDIVISION FEE SCHEDULE

- ☐ SUBDIVISION (1-4 LOTS): \$350.00 BASE FEE + \$20 PER LOT
- ☒ SUBDIVISION (5 OR MORE): \$600.00 BASE FEE + \$20 PER LOT
- \$700

DATE FEE PAID:

NOTE: A NONREFUNDABLE FILING FEE MUST BE ACCOMPANIED WITH THE APPLICATION AT TIME OF SUBMITTAL MADE PAYABLE TO THE CITY OF HORACE.

ACKNOWLEDGEMENT: WE HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND THAT THE PRIMARY CONTACT NAMED ABOVE WILL BE CONTACTED IF ANY QUESTIONS ARISE AND WHEN THE PLAT HAS BEEN APPROVED

**LAKEVIEW HEIGHTS APARTMENTS
PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS PUD AGREEMENT (this “Agreement”) is made and entered into this _____, 2022 (the “Effective Date”), by and between New Horizon Homes, LLC, a North Dakota limited liability company, whose principal address is 4609 33rd Avenue South, Suite 400, Fargo, ND 58104 (the “Developer”), and the City of Horace, a political subdivision of the State of North Dakota, whose principal address is 215 Park Drive East, Horace, ND 58047 (the “City”).

RECITALS

WHEREAS, the Developer is the fee simple title holder of the property situated in the City of Horace, Cass County, North Dakota, and more particularly described below; and

WHEREAS, it is the desire of the Developer to develop a high density, multi-family, residential Planned Unit Development (“PUD”) to be known as the Lakeview Heights Apartments PUD (the “Development”); and

WHEREAS, a PUD District is distinguished from the traditional process of zoning and land subdivision as it approaches a site holistically and the density, bulk, height, minimum lot size, and use may be altered by agreement between the Developer and the City; and

WHEREAS, the Developer must demonstrate that the proposal is unique to the site, the area, and the City of Horace, and meets the standards set forth under the City’s ordinances and the Horace 2045 Comprehensive Plan; and

WHEREAS, the Developer provided a complete PUD application in accordance with Section 17.5.14(5) of the City’s Land Use Ordinance; and

WHEREAS, the Developer also provided a proposed development plan consisting of the information required under Section 17.5.14(6) of the City’s Land Use Ordinance, specifically, a detailed site plan and building drawings (collectively, the “Development Plan”), attached as **Exhibit A**; and

WHEREAS, in order to construct the Development, the Developer is required to enter into this Agreement with the City; and

WHEREAS, it is necessary to install, operate, maintain, repair, replace, and remove street, water, storm sewer, sanitary sewer, sidewalk, and street light improvements within the Development (the “Improvements”); and

WHEREAS, the installation and costs of the Improvements will be the sole responsibility and expense of the Developer; and

WHEREAS, on _____, 2022, the Planning & Zoning Commission held a public hearing and received comments concerning the Improvements and the Development; and

WHEREAS, on _____, 2022, the Planning & Zoning Commission recommended that the City Council approve the Improvements and the Development; and

WHEREAS, on _____, 2022, the City Council held a public hearing and received comments concerning the Improvements and the Development; and

WHEREAS, on _____, 2022, the City Council determined that rezoning the property to a PUD District satisfies the purpose and intent of Section 17.5.14 of the City’s Land Use Ordinance, and the proposed Development satisfies the requirements set forth in Section 17.5.14 of the Land Use Ordinance; and

WHEREAS, after determining the foregoing at its meeting held on _____, 2022, the City Council concluded that it is in the City’s best interest to permit the Developer to develop the property as a PUD and, as such, approved the plat, Development Plan, and a Landscape Plan subject to the terms and conditions provided under this Agreement, and contemporaneously enacted Ordinance No. 2022-__ to rezone the subject property from C-2 Town Center Commercial District to a PUD District, and authorized the City to execute this Agreement, all of which are incorporated into this Agreement, collectively referred to as the “PUD Final Plan”; and

WHEREAS, the City desires to ensure the property is developed and used in accordance with the approved PUD Final Plan and completed in accordance with applicable laws, ordinances, and regulations; and

WHEREAS, it is the desire of the City to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent, and effective usage of land within the City, and to implement the City’s growth management plans.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to create a PUD ordinance to regulate the zoning and land use of the Development. The Developer must perform all the terms and conditions of this Agreement, as approved by the City Council relative to the Development. It is understood that the Developer may sell portions of the Development and may assign other rights or interests to other parties. All such sales, transfers, conveyances, gifts, or assignments will be subject to the terms of this Agreement, as they may be supplemented or amended; will run with the land; and will be binding upon and inure to the benefit of all future owners, successors, successors in interest, including any person or entity having or claiming to have any interest in any of the Development.
2. **The Property.** The legal description of the real property that is the subject matter of this Agreement will be described as follows:

Lot 1, Block 1, Lakeview Heights Fifth Addition to the City of Horace, Cass
County, North Dakota

(the “PUD Property”).
3. **Title to the PUD Property.** The Developer warrants that it has fee simple ownership of all of the PUD Property.

4. **Development.** Under this Agreement, Lot 1, Block 1, Lakeview Heights Fifth Addition to the City of Horace will consist of five (5) high density, multi-family, residential apartment structures, eleven (11) garages for tenant and guest parking, and any authorized accessory structures as shown on the PUD Site Plan, included in **Exhibit A**. The PUD Property will be developed, if it is developed at all, only in accordance with the PUD Final Plan and consist of the following uses and requirements:

A. Permitted Uses.

- (1) High density multi-family residential apartment structures allowing up to 20 units per acre.
- (2) Accessory structures.

B. Conditional Uses. The following uses are subject to the provisions of Section 17.11.2 of the City's Land Use Code and must be connected to a public water and sewer system, if applicable. All conditional use applications must be accompanied with a site plan as required by Section 17.6.10 of the City's Land Use Code.

- (1) None.

C. Lot Area, Lot Width, and Lot Coverage.

- (1) The lot area is depicted on the PUD Site Plan and may only be altered with an amendment to this Agreement.
- (2) The minimum lot width is 288.04 feet and may only be altered with an amendment to this Agreement.
- (3) Lot coverage is depicted on the PUD Site Plan and may only be altered with an amendment to this Agreement.

D. Yard Requirements.

- (1) Yard requirements, including front yard, side yard, and rear yard measurements or setbacks are depicted on the PUD Site Plan and may only be altered with an amendment to this Agreement.
- (2) The minimum rear yard setback, measured from the rear lot line, is three feet (3').
- (3) The minimum side yard setback, measured from the side lot line, is three feet (3') on each side of the lot.

E. Building Height. Buildings must not be more than four (4) stories and fifty-four (54) feet in height.

F. Parking Requirements.

- (1) Parking must be constructed in accordance with the Development Plan.

- (2) Driveways and parking areas must be constructed of concrete or asphalt in accordance with City standards and the Development Plan.

G. Sign Requirements.

- (1) There may not be more than two (2) identification signs, each not to exceed forty (40) square feet in area. There will be a forty (40) square foot sign along 81st Avenue and a forty (40) square foot sign along Lakeview Drive. The sign may be pedestal, ground, or projecting type but it may not project into the public right-of-way or public property.
- (2) Temporary signs are permitted for a period of thirty (30) days. Signs for rent and signs for sale may be permitted without a time limitation.
- (3) All other sign regulations are subject to the provisions of Section 17.6.9 of the Ordinances.

H. Building Code.

The Developer must adhere to all building codes and ordinances of the City, except as modified under this Agreement. Dimensional variances may be requested by the Developer to vary the requirements of this Agreement, which may be granted if approved by amendment to this Agreement. The City Council, upon recommendation from the Planning Commission, will be the decision making body on variances, special land use, and site plan requests. It is understood that all provisions of this Agreement will supersede zoning ordinances in effect which conflict with the terms and conditions of this Agreement.

I. Permits.

Permits and authorizations granted will be in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

J. Construction Drawings.

All construction drawings for all structures in the Development, along with other site features, must be consistent with the approved PUD Final Plan, as amended, and with the PUD ordinance. The City will enforce construction drawings and site features in strict conformance with the PUD Final Plan.

K. Elevators.

At least one (1) elevator must be installed in each high-density, multi-family, residential structure; designed and installed in accordance with the City's Building Code and the Americans with Disabilities Act.

L. Landscape Materials.

The Development is required to adhere to the plant unit chart standards described in Section 17.8.8 of the City's Land Use Ordinance, as amended. The Developer

submitted a Landscape Plan, attached as **Exhibit B**, which is hereby incorporated into the PUD Final Plan. All properties which require green areas (grassed) or landscaped open space will have landscaping completed in accordance with the Developer's Landscape Plan prior to the issuance of a certificate of occupancy.

M. Electric and Communication Systems.

All on-site electric and communication systems must be buried.

N. Accessory Structures.

The size, height, and location of accessory structures (detached garages) must be built in accordance with the PUD Site Plan. The siding and roofing material of the accessory structure must match the composition and color of the principal structure. The accessory structure may not extend beyond the front of the principal structure.

5. **Plat.** The plat must be approved by the City Council in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval. A copy of the plat is attached as **Exhibit C.**
6. **Vested Rights.** The Developer will have the right to develop the Development in accordance with applicable laws, ordinances, regulations, and the provisions and requirements of the PUD Final Plan.
7. **Utilities and Municipal Improvements.** The Improvements consist of streets, water, storm sewer, sanitary sewer, curb and gutter, sidewalks, and streetlights, along with all necessary appurtenances. The PUD Property will be served by public water, sanitary sewer, and storm sewer facilities.
 - A. The Developer will be solely responsible for any and all costs, responsibilities, and obligations associated with construction, installation, operation, maintenance, repair, replacement, and removal of streets, water, storm sewer, sanitary sewer, curb and gutter, sidewalks, and street lights, along with all necessary appurtenances, located in, on, over, under, across, and through the PUD Property, in compliance with City of Horace standards, regulations, and ordinances, or as otherwise agreed to, in writing, signed between the Developer and the City.
 - B. Each high density, multi-family, residential structure will have an individual water meter, water connection, and sewer connection.
 - C. The City and the Developer agree that all sidewalks must be completed in accordance with City standards prior to the issuance of a certificate of occupancy for any building constructed on the PUD Property.
 - D. The Improvements must be designed by a professional engineer licensed in North Dakota. Prior to commencement of construction, installation, repair, replacement, or removal of the Improvements, the Improvements must be approved by the City Engineer. The Improvements must be constructed, installed, repaired, or replaced by the Developer, or its successors, under the supervision of a professional engineer licensed in North Dakota, inspected by a professional engineer licensed in North

Dakota, and upon completion and inspection, expressly approved in writing by the City Engineer.

- E.** The Developer expressly agrees and acknowledges that the Improvements must be inspected and approved by the City Engineer before construction, installation, repair, or replacement. Said approval will be a condition precedent to the City accepting the Improvements. Any and all reasonable costs associated with these inspections will be the sole responsibility of the Developer.
 - F.** The Developer expressly agrees and acknowledges that it must obtain and provide to the City all permits, inspection reports, and records regarding the Improvements prior to the City accepting the Improvements.
 - G.** In the event that any portion or portions of the Improvements are constructed on private property, the owner of such private property must deliver to the City a recordable easement giving the City perpetual access to that portion or portions of the Improvements constructed on private property.
 - H.** All water, sanitary sewer, and storm sewer improvements must be constructed and properly platted as utility easements to allow service of said infrastructure.
 - I.** The Developer will pay any and all costs relating to construction, installation, repair, replacement, or removal of the Improvements including, but not limited to, construction costs, permit fees, sales tax, inspection fees, and any other fees associated with construction, installation, repair, replacement, or removal of the Improvements.
 - J.** All plans and specifications and other information in any way related to the Improvements must be furnished to the City.
 - K.** The Developer will be responsible for ensuring proper and adequate drainage on the PUD Property.
 - L.** In the event the Improvements have not been completed in accordance with the plans and specifications, or in accordance with City ordinances or state law, the Developer will correct the deficiencies, all at the Developer's sole cost and expense. The Developer will notify the City that the Improvements are completed and request that the City inspect the Improvements to ensure satisfactory construction and installation.
- 8. Private Streets.** Streets located in, on, over, under, across, and through the Development are considered private streets. The Developer is solely responsible for the construction, installation, operation, maintenance, repair, and replacement of these streets, including snow removal and street sweeping. The City is not responsible for the construction, installation, operation, maintenance, repair, replacement, or removal of these streets, including snow removal and street sweeping. Snow within the Development must be stored in the designated areas depicted in the Development Plan.
- 9. Destruction.** In the event that all or a portion of the Development should be destroyed by a storm, fire, or other common disaster, the Developer, its grantees, successors, or assigns, will have the right to rebuild or repair so long as there is strict compliance with the PUD Final Plan and the final plat.

10. **Parks.** During the platting process of Lakeview Heights Third Addition, the Developer contributed Two Hundred Eight Thousand Eight Hundred Eighty-Six Dollars (\$208,886) as payment in-lieu-of land dedication for public parks, which satisfies the park dedication requirement for the Development.
11. **Rezoning.** Upon execution and recording of this Agreement and adoption of Ordinance No. 2022-__, the PUD Property will be deemed rezoned to Planned Unit Development District as that district is described in the City's Land Use Ordinance. This rezoning notwithstanding, the PUD Property is rezoned to Planned Unit Development District only for the purposes of development as set forth in the PUD Final Plan. The PUD Property may not be developed as a Planned Unit Development property without reference to the provisions of this Agreement.
12. **Change or Amendment.** At all times, there must be a strict adherence to the provisions of this Agreement and the PUD Final Plan. Any change or amendment to this Agreement must be made in writing signed by the party or parties to be bound, or a duly authorized representative thereof, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
13. **Conflict.** If any provision of this Agreement conflicts with any provisions of the ordinances, or any amendment thereto, or any resolution, rule, or regulation of the City which are currently in effect or which may be adopted in the future, the provision of this Agreement will control and the provision of the ordinances, or any amendment thereto, or resolution, rule, or regulation will be inapplicable to the extent only of the inconsistency.
14. **Breach of Agreement.**
 - A. The Developer, the Developer's successors and assigns, and the Development must at all times be in compliance with the PUD Final Plan. Failure to comply with the PUD Final Plan may result in the suspension of the PUD Final Plan, the cessation of City processing of all applications for development on the PUD Property, or termination of the PUD Final Plan.
 - B. Any person, including the Horace City Council, or any member of the Horace City Council, may file a complaint with the City Auditor alleging that the PUD Final Plan has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error, or omission, or a material omission that should have been disclosed regarding information required in a development application, has occurred.
 - C. In addition, at such time as the Horace City Council becomes aware of a possible breach of the PUD Final Plan, the Horace City Council may schedule a public hearing on reconsideration of the PUD Final Plan and its possible termination. In the event that the Horace City Council determines a breach of the PUD Final Plan has occurred and voids the PUD Final Plan, the Horace City Council may initiate an amendment to Ordinance No. 2022-__ to cause the PUD Property to revert to its immediately pre-existing land use designation, or to rezone the PUD Property to the most appropriate zoning district. Following the termination of this Agreement, all further City permitting associated with the voided approval will cease.

- D. The above provisions will not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event the Developer or its successors in interest fail to abide by the provisions of the PUD Final Plan.
15. **Interpretation.** The Horace City Council will have full power and authority to interpret, construe, and administer the PUD Final Plan and its interpretations, and construction thereof and action thereunder will be binding and conclusive on the parties for all purposes.
16. **Non-Waiver.** Waiver of any breach of this Agreement will not be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement are cumulative and in addition to any other remedy provided by law.
17. **Entire Agreement.** This Agreement, along with the PUD Final Plan, constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the PUD Property. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties in accordance with Section 12.
18. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally; or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:
- | | |
|----------------------|---|
| If to the City: | City of Horace
P.O. Box 99
Horace, ND 58047 |
| If to the Developer: | New Horizon Homes, LLC
4609 33rd Ave. S, Ste. 400
Fargo, ND 58104 |
- Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.
19. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties hereto under and pursuant to this Agreement.
20. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

21. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that provision or part will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or part of this Agreement with an alternative provision or part that is enforceable and bears as close resemblance as possible to any provision or part determined to be invalid, illegal, or unenforceable.
22. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
23. **Voluntary.** It is acknowledged and agreed that the City has not required the proposal and voluntary undertakings and improvements set forth in this Agreement. The proposal has been voluntarily offered by the Developer in order to provide an enhanced use and value to the PUD Property, and to protect the public safety and welfare, and, to induce the City to rezone the PUD Property so as to provide material advantages and development options for the Developer.
24. **Authority.** This Agreement has been duly authorized by all necessary action of the Developer and the City, through the approval of the City Council at a meeting in accordance with the laws of the State of North Dakota and the ordinances of the City. By the execution of this Agreement, the parties warrant they have the authority to execute this Agreement and bind the PUD Property and their respective entities to its terms and conditions.
25. **Binding Effect.** All covenants, agreements, warranties, and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns, and will continue in force and effect and be binding after the completion of the Improvements and after completion of any and all construction in the Development. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
26. **No Partnership.** None of the terms or provisions of this Agreement will be deemed to create a partnership or joint venture between the Developer and the City.
27. **Governing Law.** This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation.
28. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
29. **Counterparts.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.

30. **Recording.** The parties agree that this Agreement will be recorded on the PUD Property at the Cass County Recorder's office and will run with the land and be binding upon any successors or assigns.
31. **Effective Date.** This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below.

CITY:

CITY OF HORACE

Kory Peterson, Mayor

ATTEST:

Brenton Holper, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

This instrument was acknowledged before me this _____ day of _____, 2022, by Kory Peterson and Brenton Holper, the Mayor and City Auditor, respectively, of the City of Horace, a political subdivision of the State of North Dakota.

(SEAL)

Notary Public, Cass County, ND

[Signatures continue on the following page.]

DEVELOPER:

New Horizon Homes, LLC

Kevin Christianson, Managing Member

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

This instrument was acknowledged before me this _____ day of _____, 2022,
by Kevin Christianson, the Managing Member of New Horizon Homes, LLC, a North Dakota limited
liability company.

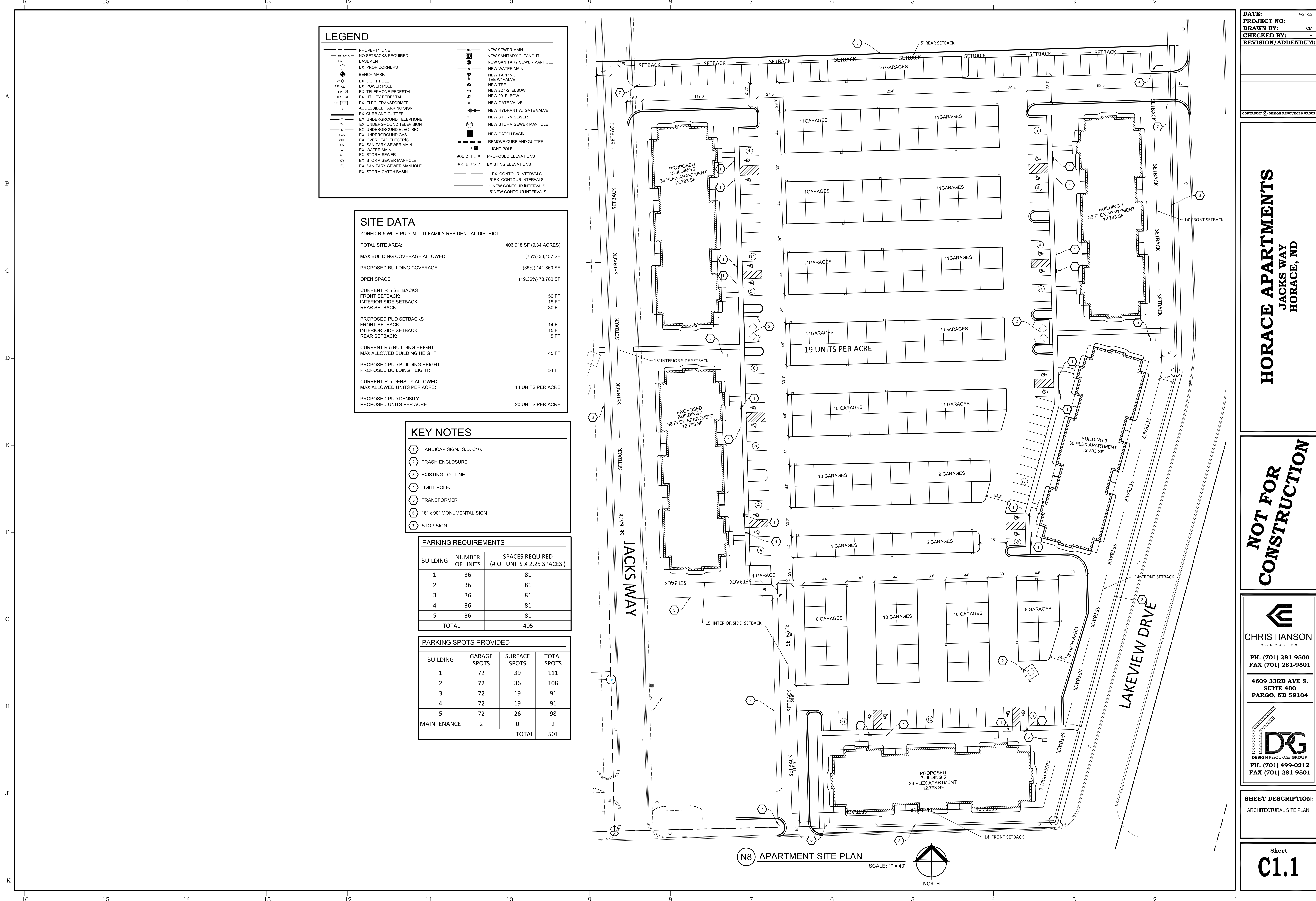
(SEAL)

Notary Public, Cass County, ND

EXHIBIT A

LAKEVIEW HEIGHTS APARTMENTS PUD DEVELOPMENT PLAN

(7 pages attached)



LEGEND

— SETBACK —

— EASE —

○ EX. PROP CORNERS

● BENCH MARK

LP ○ EX. LIGHT POLE

P.P./C.U. EX. POWER POLE

TP, 30 EX. TELEPHONE PEDESTAL

UP, 30 EX. UTILITY PEDESTAL

E.T. EX. ELEC. TRANSFORMER

— ACCESSIBLE PARKING SIGN

— EX. CURB AND GUTTER

— EX. UNDERGROUND TELEPHONE

— EX. UNDERGROUND TELEVISION

— EX. UNDERGROUND ELECTRIC

— EX. UNDERGROUND GAS

— EX. OVERHEAD ELECTRIC

— EX. SANITARY SEWER MAIN

— EX. WATER MAIN

— EX. STORM SEWER

— EX. STORM SEWER MANHOLE

— EX. SANITARY SEWER MANHOLE

— EX. STORM CATCH BASIN

NEW SEWER MAIN

NEW SANITARY SEWER CLEANOUT

NEW SANITARY SEWER MANHOLE

NEW WATER MAIN

NEW TAPPING TEE W/ VALVE

NEW TEE

NEW 22 1/2" ELBOW

NEW 90° ELBOW

NEW GATE VALVE

NEW HYDRANT W/ GATE VALVE

NEW STORM SEWER

NEW STORM SEWER MANHOLE

NEW CATCH BASIN

REMOVE CURB AND GUTTER

LIGHT POLE

906.3 FL

905.6 GS

1 EX. CONTOUR INTERVALS

.5 EX. CONTOUR INTERVALS

1" NEW CONTOUR INTERVALS

.5 NEW CONTOUR INTERVALS

SITE DATA

ZONED R-5 WITH PUD: MULTIFAMILY RESIDENTIAL DISTRICT

TOTAL SITE AREA: 406,918 SF (9.34 ACRES)

MAX BUILDING COVERAGE ALLOWED: (75%) 33,457 SF

PROPOSED BUILDING COVERAGE: (36%) 141,860 SF

OPEN SPACE: (19.36%) 78,780 SF

CURRENT R-5 SETBACKS

FRONT SETBACK: 50 FT

INTERIOR SIDE SETBACK: 15 FT

REAR SETBACK: 30 FT

PROPOSED PUD SETBACKS

FRONT SETBACK: 14 FT

INTERIOR SIDE SETBACK: 15 FT

REAR SETBACK: 5 FT

CURRENT R-5 BUILDING HEIGHT

MAX ALLOWED BUILDING HEIGHT: 45 FT

PROPOSED PUD BUILDING HEIGHT

PROPOSED BUILDING HEIGHT: 54 FT

CURRENT R-5 DENSITY ALLOWED

MAX ALLOWED UNITS PER ACRE: 14 UNITS PER ACRE

PROPOSED PUD DENSITY

PROPOSED UNITS PER ACRE: 20 UNITS PER ACRE

KEY NOTES

1 HANDICAP SIGN. S.D. C16.

2 TRASH ENCLOSURE.

3 EXISTING LOT LINE.

4 LIGHT POLE.

5 TRANSFORMER.

6 18" x 90" MONUMENTAL SIGN

7 STOP SIGN

PARKING REQUIREMENTS		
BUILDING	NUMBER OF UNITS	SPACES REQUIRED (# OF UNITS X 2.25 SPACES)
1	36	81
2	36	81
3	36	81
4	36	81
5	36	81
TOTAL		405

PARKING SPOTS PROVIDED			
BUILDING	GARAGE SPOTS	SURFACE SPOTS	TOTAL SPOTS
1	72	39	111
2	72	36	108
3	72	19	91
4	72	19	91
5	72	26	98
MAINTENANCE	2	0	2
TOTAL			501

DATE: 4-21-22

PROJECT NO:

DRAWN BY: CM

CHECKED BY:

REVISION/ADDENDUM:

1

2

3

4

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14

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16

HORACE APARTMENTS

JACKS WAY

HORACE, ND

1

2

3

4

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12

13

14

15

16

NOT FOR CONSTRUCTION

1

2

3

4

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14

15

16

CHRISTIANSON COMPANIES

PH. (701) 281-9500

FAX (701) 281-9501

4609 33RD AVE S.

SUITE 400

FARGO, ND 58104

DESIGN RESOURCES GROUP

PH. (701) 499-0212

FAX (701) 281-9501

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

SHEET DESCRIPTION:

ARCHITECTURAL SITE PLAN

1

2

3

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12

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14

15

16

Sheet

C1.1

1

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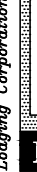
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F3

-K

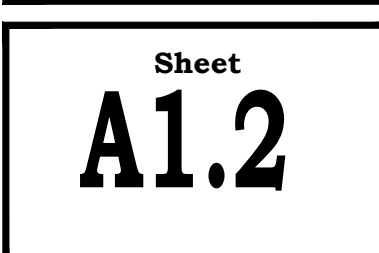
HORACE, NORTH DAKOTA

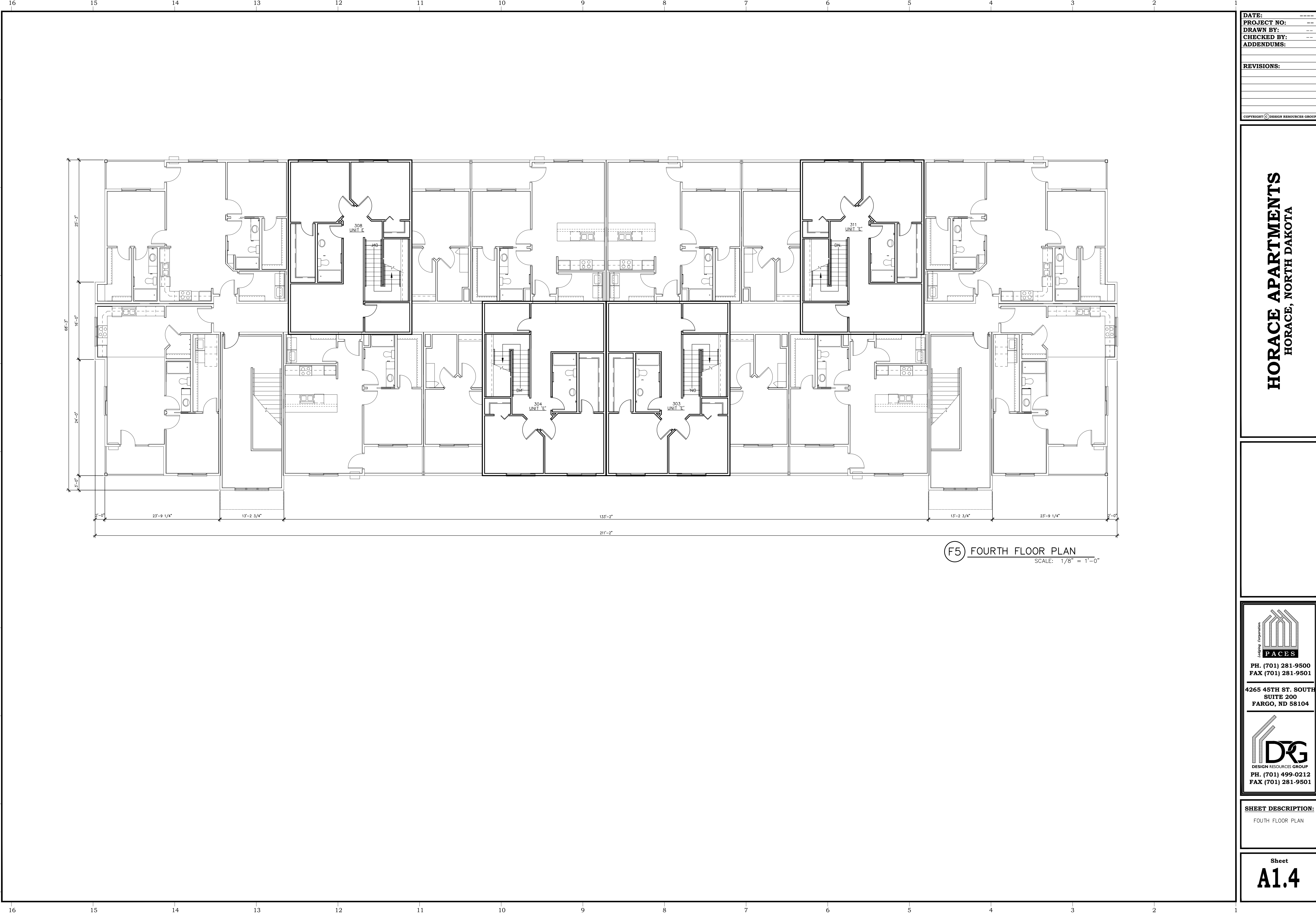


DESIGN RESOURCES GROUP
PH. (701) 499-0212
FAX (701) 281-9501

FIRST FLOOR PLAN

A1.1





DATE:	----
PROJECT NO:	--
DRAWN BY:	--
CHECKED BY:	--
ADDENDUMS:	
REVISIONS:	
COPYRIGHT © DESIGN RESOURCES GROUP	

HORACE APARTMENTS

HORACE, NORTH DAKOTA



Lodging Corporation

PACES

PH. (701) 281-9500

FAX (701) 281-9501

4265 45TH ST. SOUTH

SUITE 200

FARGO, ND 58104

DRG

DESIGN RESOURCES GROUP

PH. (701) 499-0212

FAX (701) 281-9501

SHEET DESCRIPTION:

FOUTH FLOOR PLAN

EXHIBIT B

LANDSCAPE PLAN

(2 pages attached)

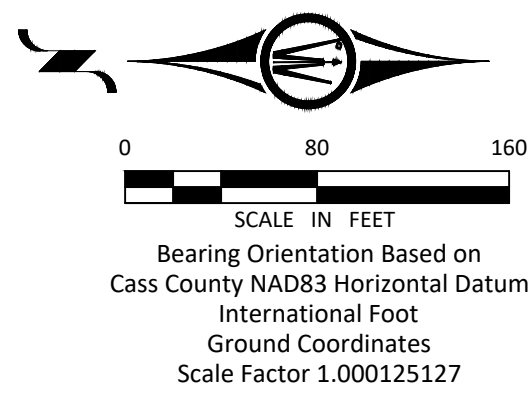
EXHIBIT C

PLAT LAKEVIEW HEIGHTS FIFTH ADDITION

(2 pages attached)

LAKEVIEW HEIGHTS FIFTH ADDITION

A REPLAT OF LOT 1, BLOCK 1, LAKEVIEW HEIGHTS FOURTH ADDITION AND LOT 1, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION AND LOTS 1, 2 & 3, BLOCK 1, LAKEVIEW HEIGHTS TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

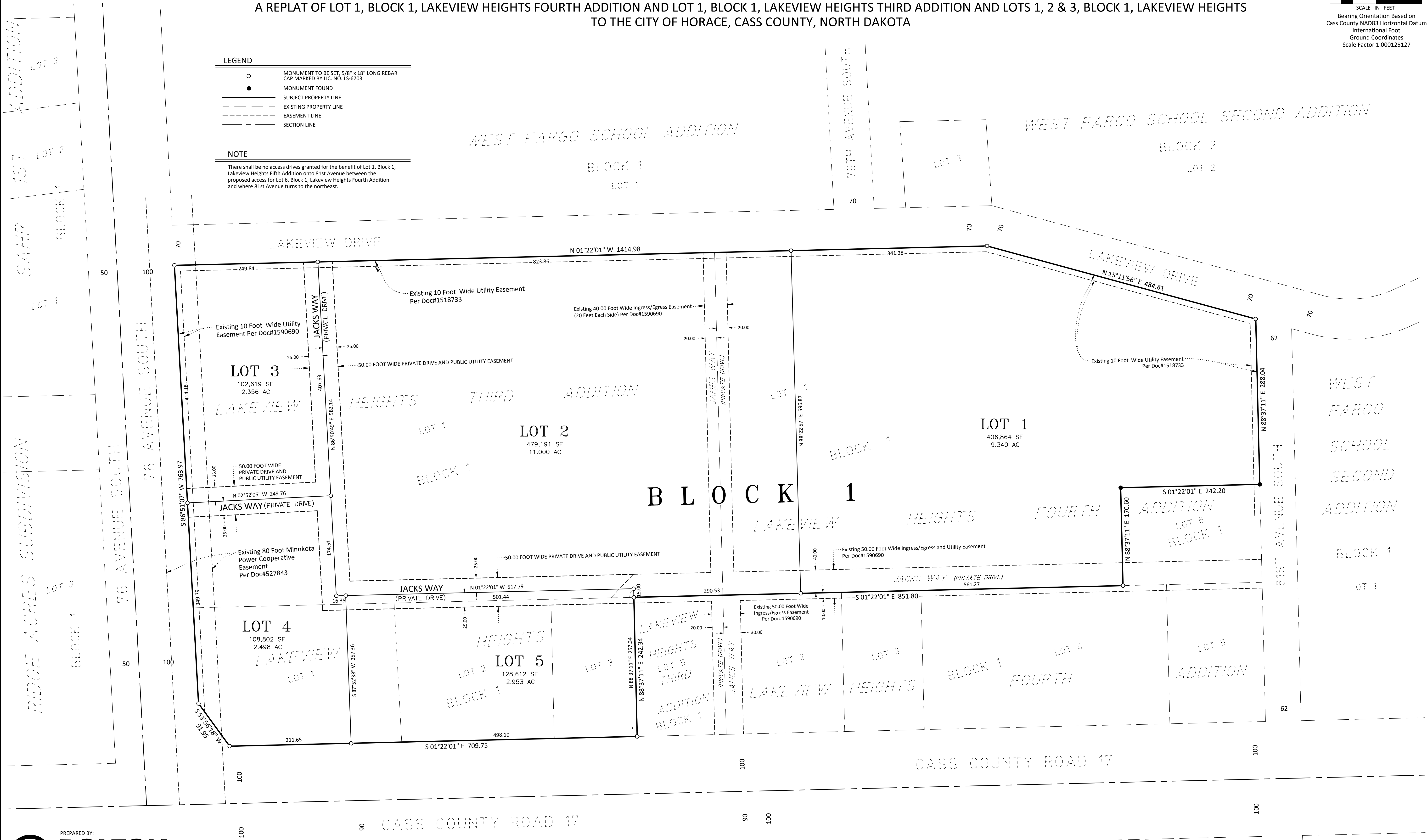


LEGEND

- MONUMENT TO BE SET, 5/8" x 18" LONG REBAR CAP MARKED BY LIC. NO. LS-6703
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- SECTION LINE

NOTE

There shall be no access drives granted for the benefit of Lot 1, Block 1, Lakeview Heights Fifth Addition onto 81st Avenue between the proposed access for Lot 6, Block 1, Lakeview Heights Fourth Addition and where 81st Avenue turns to the northeast.



LAKEVIEW HEIGHTS FIFTH ADDITION

A REPLAT OF LOT 1, BLOCK 1, LAKEVIEW HEIGHTS FOURTH ADDITION AND LOT 1, BLOCK 1, LAKEVIEW HEIGHTS THIRD ADDITION AND LOTS 1, 2 & 3, BLOCK 1, LAKEVIEW HEIGHTS TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Gregg Stroeing, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "LAKEVIEW HEIGHTS FIFTH ADDITION" to the City of Horace, a replat of Lot 1, Block 1, LAKEVIEW HEIGHTS FOURTH ADDITION and Lot 1, Block 1, LAKEVIEW HEIGHTS THIRD ADDITION and Lots 1, 2 and 3, Block 1, LAKEVIEW HEIGHTS to the City of Horace, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed in the ground as indicated for the guidance of future surveys, and that the outside boundary lines of said Addition are described as follows, to-wit:

Lot 1, Block 1, LAKEVIEW HEIGHTS FOURTH ADDITION to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

AND

Lot 1, Block 1, LAKEVIEW HEIGHTS THIRD ADDITION to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

AND

Lots 1, 2 and 3, Block 1, LAKEVIEW HEIGHTS to the City of Horace according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Said parcel contains 28.147 acres of land, more or less, and is subject to all easements, restrictions, reservations, and rights of way of record, if any.

Gregg Stroeing, Registered Professional Land Surveyor
North Dakota License Number LS-6703

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

CITY ENGINEER'S APPROVAL

Approved by the Horace City Engineer this ____ day of _____, 2022.

Jim Dahlman, City Engineer

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Jim Dahlman, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

Notary Public

DEDICATION

We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "LAKEVIEW HEIGHTS FIFTH ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into 5 Lots and 1 Block as shown by said plat and Certificate of Gregg Stroeing, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate Jacks Way, a private drive, to the property owners of the land described as Lakeview Heights Fifth Addition, providing ingress/egress, and utility easements to the public.

OWNER: ALL LOTS AND BLOCKS
NEW HORIZON HOMES, LLC

By: Kevin Christianson, President

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.

Notary Public

MORTGAGE HOLDER:
FIRST INTERNATIONAL BANK & TRUST

By: _____

Print Name Print Title

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally

appeared _____, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that ____e executed the same on behalf of First International Bank & Trust.

Notary Public

CITY ATTORNEY'S APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this ____ day of _____, 2022.

Lukas W. Croaker, City Attorney

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.

Notary Public

HORACE PLANNING AND ZONING COMMISSION APPROVAL

This plat in the City of Horace is hereby approved this ____ day of _____, 2022.

Russell Sahr, Chairman

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning and Zoning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning and Zoning Commission.

Notary Public

HORACE CITY COUNCIL APPROVAL

This plat in the City of Horace is hereby approved this ____ day of _____, 2022.

Kory Peterson, Mayor

Attest: Brenton Holper, City Auditor

State of North Dakota }
County of Cass }SS

On this ____ day of _____, 2022, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, and Brenton Holper, City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Horace.

Notary Public