



Horace Planning & Zoning Commission Meeting Agenda

Tuesday, June 28, 2022 – 6:00 pm

Fire Hall Event Center – 413 Main Street, Horace, North Dakota

1. Declare Quorum
2. Regular Agenda
3. Approve the June 14, 2022, Planning & Zoning Commission Meeting Minutes
4. St. Benedicts Church – Parish Hall | Jace Hellman, Community Development Director
 - a. Design Review
 - i. Discussion & Action
5. Rivers Edge 2nd Addition | Jace Hellman, Community Development Director
 - a. Plat
 - i. Discussion & Action
 - b. Rezone
 - i. Public Hearing
 - ii. Discussion & Action
6. Southdale Farms 6th Addition
 - a. Plat
 - i. Public Hearing
 - ii. Discussion & Action
 - b. Rezone
 - i. Public Hearing
 - ii. Discussion & Action
7. Adjournment



HORACE PLANNING and ZONING COMMISSION MEETING MINUTES

June 14, 2022 | 6 p.m.

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

Present: Russell Sahr, Amy Beaton, Julie Hochhalter, Doug Wendel, Lukas Croaker, Jace Hellman, Stephen Hayton

Chair Sahr called the meeting to order at 6:01 p.m.

Agenda Item 1: Declare Quorum

Agenda Item 2: Regular Agenda

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

Agenda Item 3: Approve the May 24, 2022, Planning and Zoning Commission Meeting Minutes

Commissioner Beaton motioned to approve the minutes from May 24, 2022. Seconded by Commissioner Hochhalter. All in favor, none opposed. Motion carried.

Agenda Item 4: Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development | Jace Hellman, Community Development Director

Mr. Hellman presented the plat, rezone, and Planned Unit Development (PUD) for the Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development project. A public hearing was held from 6:17 p.m. to 7:08 p.m. Discussion took place regarding work with Cass County on an agreement concerning right-turn-in-only access onto 76th Avenue as well as the plat being expanded to include more commercial property. It was stated that Lots 2-5 are proposed to be Commercial to the C-2 Zoning.

Mr. Croaker presented the PUD specifications. Commissioner Sahr inquired whether electric vehicle charging stations would be placed, to which Mr. Hayton, Interim Fire Chief, explained that there are different amperages to consider when doing so. It was also determined that Mr. Hayton will specify the need for no parking areas in his fire review.

Commissioner Beaton motioned to approve the plat for the Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development project. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried.

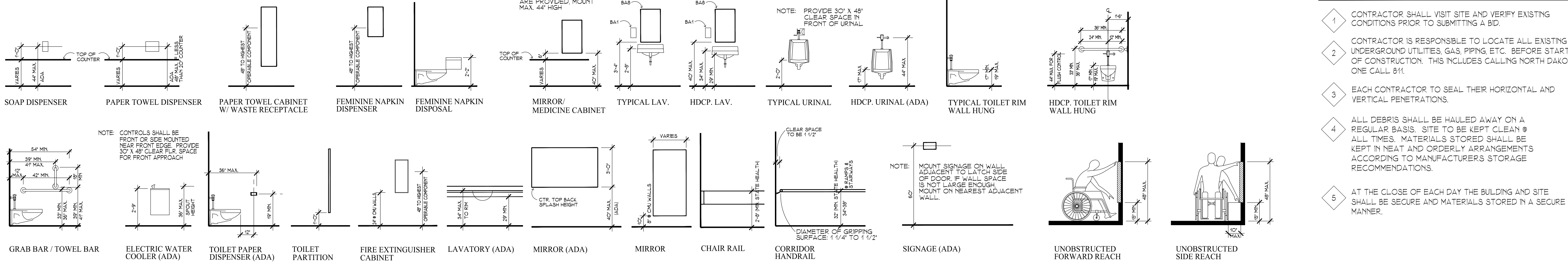
Commissioner Sahr motioned to approve the rezone for the Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development project. Seconded by Commissioner Hochhalter. All in favor, none opposed. Motion carried.

Commissioner Sahr motioned to approve the Planned Unit Development for the Lakeview Heights Fifth Addition & Lakeview Heights Apartments Planned Unit Development project with the elevator provision staying in the agreement. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried.

Agenda Item 5: Adjournment at 7:09 p.m.

The next Planning and Zoning Commission meeting is scheduled for June 28, 2022 at 6 p.m.

STANDARD MOUNTING HEIGHTS / ADA REQUIREMENTS
Based on ICC/ANSI A117.1-2009



ST. BENEDICT CHURCH BID GROUP II MECHANICAL, ELECTRICAL, KITCHEN EQUIPMENT

HORACE, NORTH DAKOTA

INDEX OF DRAWINGS

Architectural - reference only		Mechanical	Food Service Equipment		
A/Cover	-Site / Landscaping Plan	M0.1	-Mechanical Legends, Symbols, Controls, and Schedules	FS100	-Foodservice Equipment Cover Sheet
A/Code	-Code Review	M1.0	-Foundation Plan - Plumbing	FS101	-Foodservice Equipment Plan & Schedule
A3.1	-Floor Plan & Details	M1.1	-First Floor - Plumbing	FS200	-Foodservice Equipment Special Conditions Plan
A3.2	-Roof Plan & Details	M1.2	-Plumbing Riser Diagram		-Foodservice Equipment Equipment Elevations
A4.1	-Exterior Elevations	M2.0	-First Floor - Ventilation	FS300	-Foodservice Equipment Plumbing Rough-In Plan
A4.2	-Building & Wall Sections	M3.0	-First Floor - Hydronic	FS500	-Foodservice Equipment Electrical Rough-In Plan
A6.1	-Reflected Ceiling Plan	M4.0	-First Floor - Fire Sprinkler		
		M5.0	-Mechanical Details		
		M5.1	-Mechanical Details		
Civil - reference only		Electrical			
C1.0	-Existing Condition/Demolition Plan	E0.1	-Symbols Legend, Luminaire Schedule	FS700	-Foodservice Equipment Electrical Rough-In Plan
C2.0	-Erosion Control Plan	E0.2	-Site Plan - Electrical		
C3.0	-Storm Sewer Plan	E1.1	-Floor Plan - Lighting		
C3.1	-Sanitary Sewer & Watermain Plan	E2.1	-Floor Plan - Power		
C4.0	-Grading Plan	E2.2	-Floor Plan - Large Scale Kitchen		
C5.0	-Paving Plan	E3.1	-Floor Plan - Systems		
C5.1	-Paving Dimension Plan	E5.1	-Electrical One Line Diagram		
C6.0	-Details	E5.2	-Electrical Schedules		
		E6.1	-Electrical Details		
		E6.2	-Electrical Details		
		E6.3	-Electrical Details		
Structural - reference only					
S1.1	-Foundation Plan				
S3.1	-Roof Framing Plan				
S4.1	-Sections & Details				
S4.2	-Sections & Details				
S5.1	-Bracing Sections & Details				

BID PACKAGES

- 11C - Food Service Equipment
- 21 - Building Sprinkler
- 22 - Plumbing
- 23 - HVAC - Heating, Ventilation, & Air Conditioning
- 26 - Electrical

SITE LANDSCAPING NOTES:

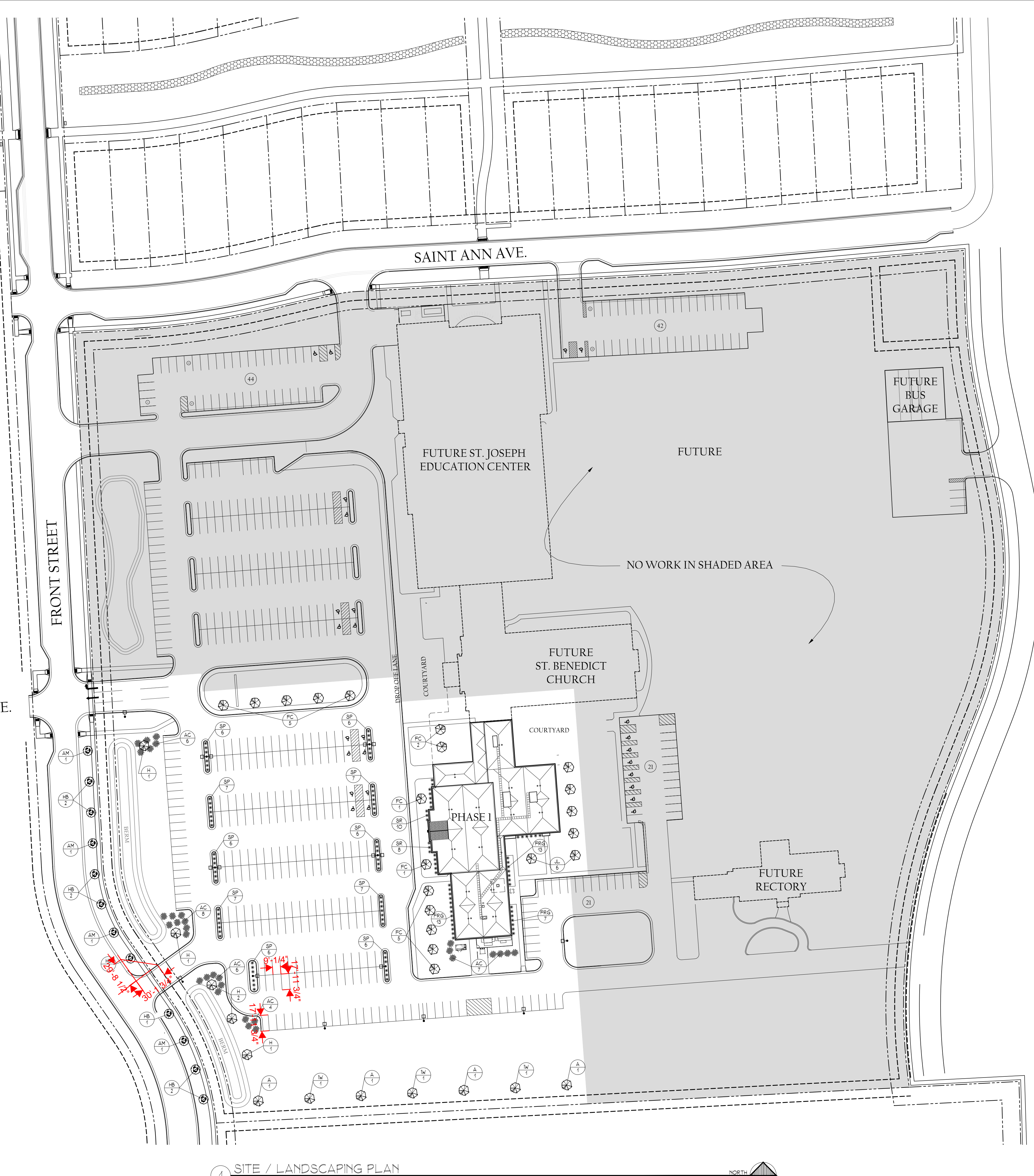
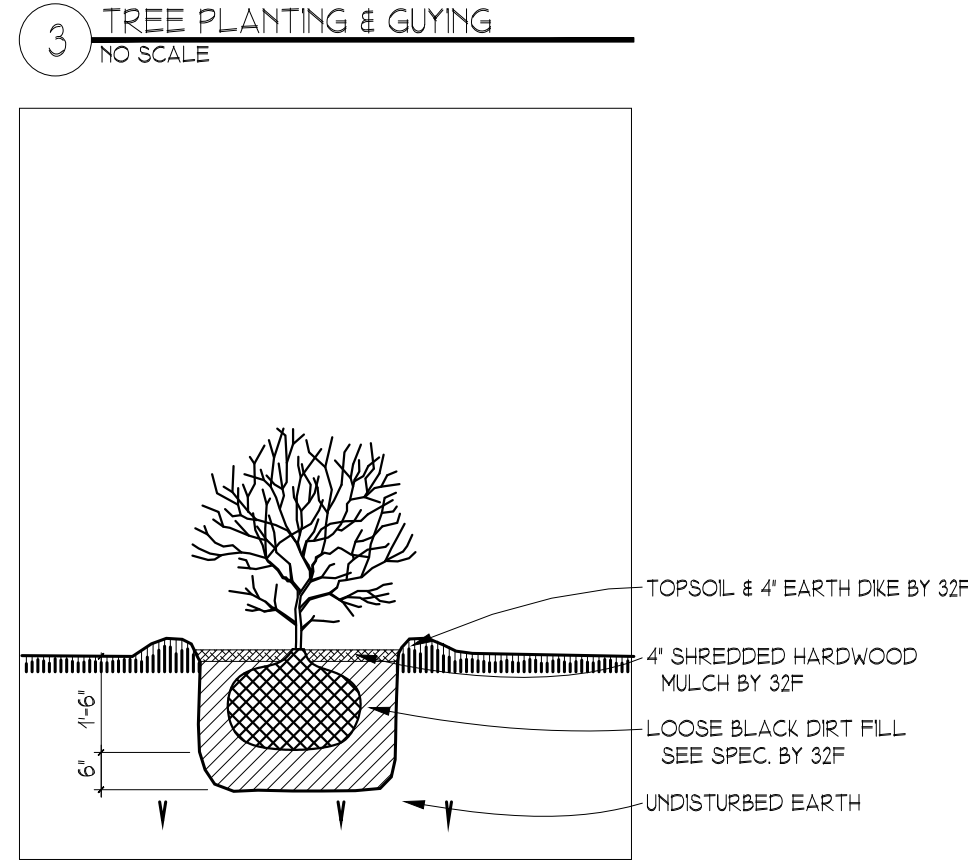
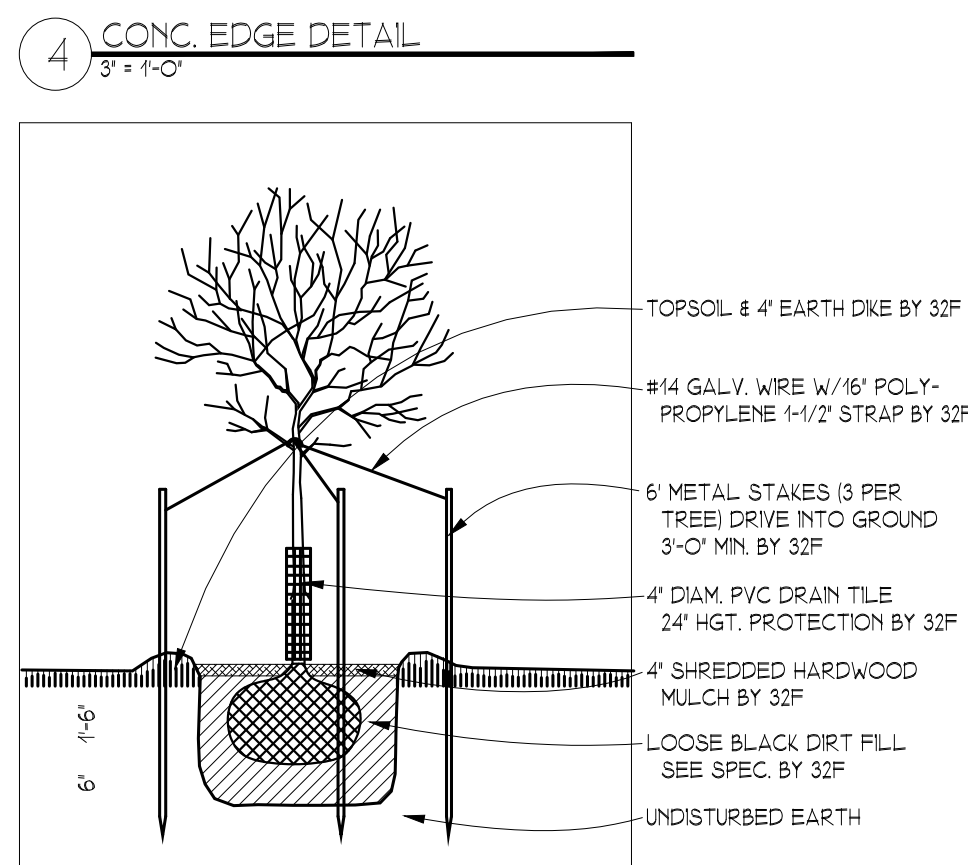
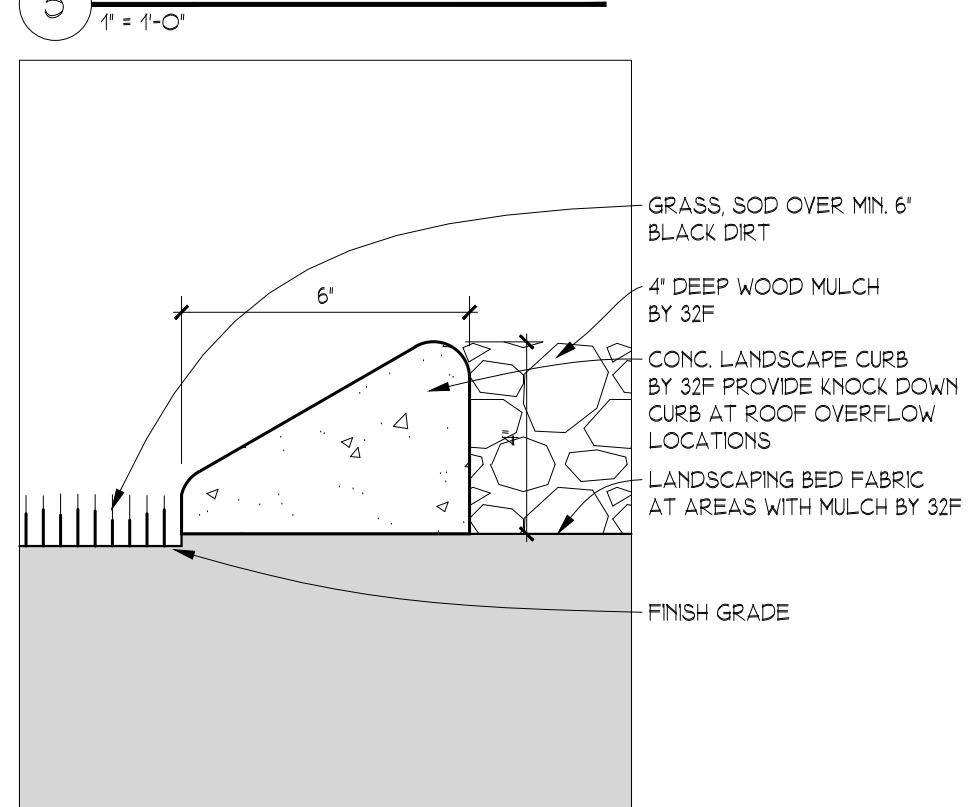
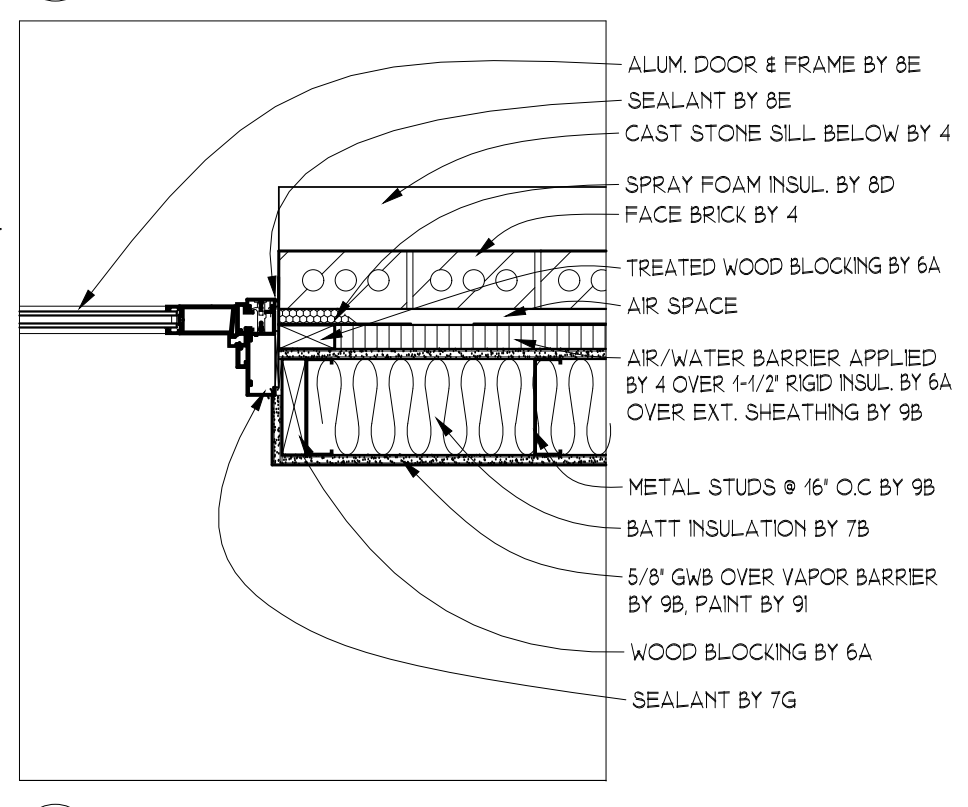
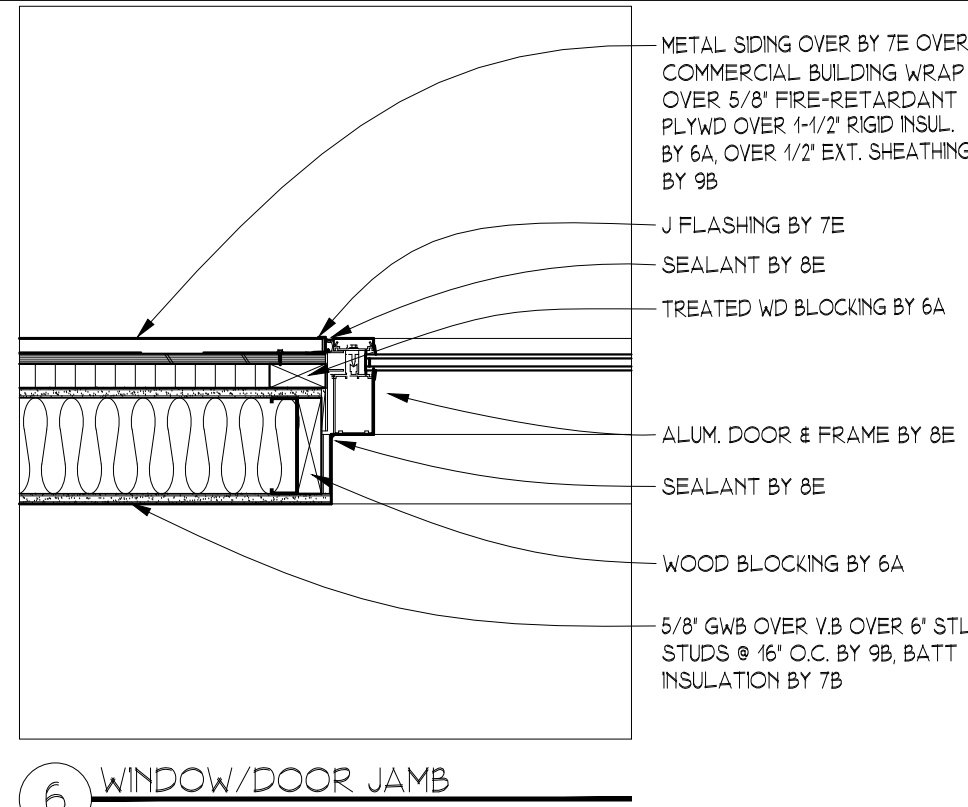
SITE AREA:	244,092 SF	UNITS REQ'D:	975
STREET TREES	ALONG FRONT STREET SPACING IS 1 PER 30' - 1 1/2" CALIPER		
DECIDUOUS TREES (10 UNITS EA)	(10) =	300 UNITS	
EVERGREEN TREES (10 UNITS EA)	(10) =	0 UNITS	
SMALL DECIDUOUS TREES (7 UNITS EA)	(10) =	0 UNITS	
SMALL EVERGREEN TREES (7 UNITS EA)	(10) =	0 UNITS	
SHRUBS OR PERENNIALS (5 UNIT EA)	(150) =	680 UNITS	
TOTAL PLANTING UNITS:		980 UNITS	
PARKING BUFFER	EARTH BERM PROVIDED A LONG FRONT STREET TO CREATE A PARKING BUFFER.		
NOTE:	ALL NON-PAVED OR LANDSCAPED AREAS WILL HAVE GRASS.		

PLANTING SCHEDULE

MARK	COMMON NAME	SIZE	QTY.
FC	FLOWERING CRAB - PRAIRIE	15'	5
FG	FLOWERING CRAB - SPRING SNOW	15'	9
W	WILLOW	15'	3
A	ALDER	15'	4
H	HONEYLOCUST	15'	5
JT	JAPANESE TREE LILAC	15'	4
SHRUBS			
AC	ALPINE CURRANT 'GREEN MOUND'	2 GAL.	21
FRG	FEATHER REED GRASS 'KARL FOERSTER'	2 GAL.	33
SP	SPIRAEA	2 GAL.	64
SR	SHRUB ROSES	2 GAL.	18
STREET TREE			
AM	AMUR MAPLE	15'	4
HB	HACKBERRY	15'	8

PLANTING LEGEND

	STREET TREE
	LARGE DECIDUOUS TREE (10 UNITS)
	LARGE EVERGREEN TREE (10 UNITS)
	SMALL DECIDUOUS TREE (5 UNITS)
	SMALL EVERGREEN TREE (5 UNITS) AND ORNAMENTAL TREES
	MATURE SHRUB (1 UNIT)
	PERENNIAL PLANTS (2 GALLON - 1 UNIT) (1 GALLON - 5 UNIT)
	PARKING BUFFER
	PLANT SYMBOL (SEE SCHEDULE) QUANTITY THIS LOCATION
	WOOD MULCH, SEE SPECS.
	CONC. LANDSCAPE EDGE



SITE LEGEND

Existing	New	Existing	New	Street Light
•	NONE	☆	⊙	2" - 4" Tree
○	NONE	○	⊙	Power Pole w/ Anchor
○	NONE	○	⊙	Curb & Gutter
○	NONE	○	⊙	Sidewalk
○	NONE	○	⊙	Sanitary Sewer
○	NONE	○	⊙	Storm Sewer
○	NONE	○	⊙	Water Main
○	NONE	○	⊙	Underground Power
○	NONE	○	⊙	Underground Television
○	NONE	○	⊙	Underground Telephone
○	NONE	○	⊙	Overhead Power
○	NONE	○	⊙	Fence

DRAWING SYMBOLS

Elevations & Sections: DRAWING NUMBER SHEET DRAWING IS ON	Room: ROOM NAME ROOM NUMBER	Window Type: Wall Type: General Note: Demolition Note:
Detail Reference: DRAWING NUMBER SHEET DRAWING IS ON	Door Type: SIDE LIGHT REFERENCE	

MATERIAL INDEX

TOPSOIL	ASPHALT	COMP. FILL	GRAN. FILL	E.I.F.S.	CONCRETE	C.M.U.	BRICK
WOOD STUD	MTL. STUD	INSULATION	WD. BLK'G	FIN. WD.	PLYWOOD	RIGID INSUL.	STEEL

CONSULTANTS

- Solon & Larson Engineers - STRUCTURAL
- MBN Engineers - Mechanical
- MBN Engineers - ELECTRICAL

OCCUPANCY TYPE / FIRE RATING

- OCCUPANCY GROUP - A-3
- CONSTRUCTION TYPE - TYPE IIB, Sprinkler NFPA 13

M | B | A

MUTCHLER BARTRAM ARCHITECTS, P.C.
505 N. Broadway, Suite 201, Fargo, North Dakota, 58102
Phone: 701-235-5563 | info@mbapc.com | Fax: 701-235-5435

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

Date: 04-29-22 Registration No. 944

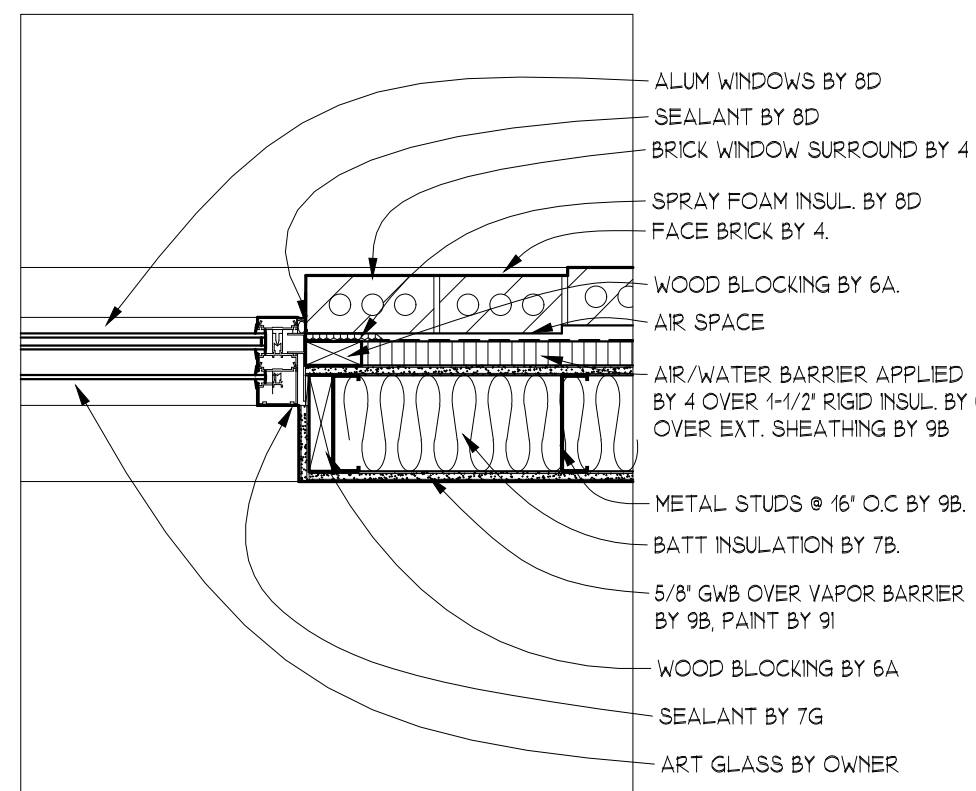
KEVIN J. BARTON
REGISTERED ARCHITECT
NORTH DAKOTA



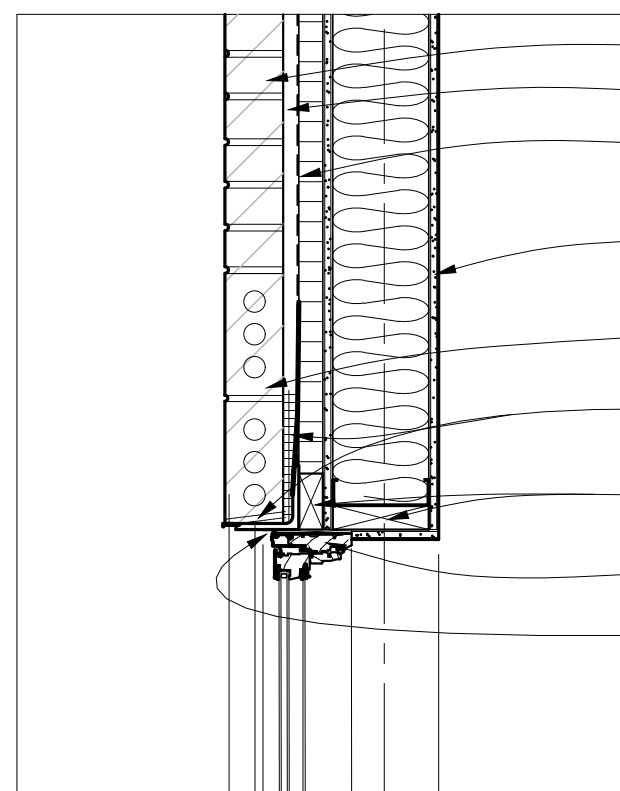




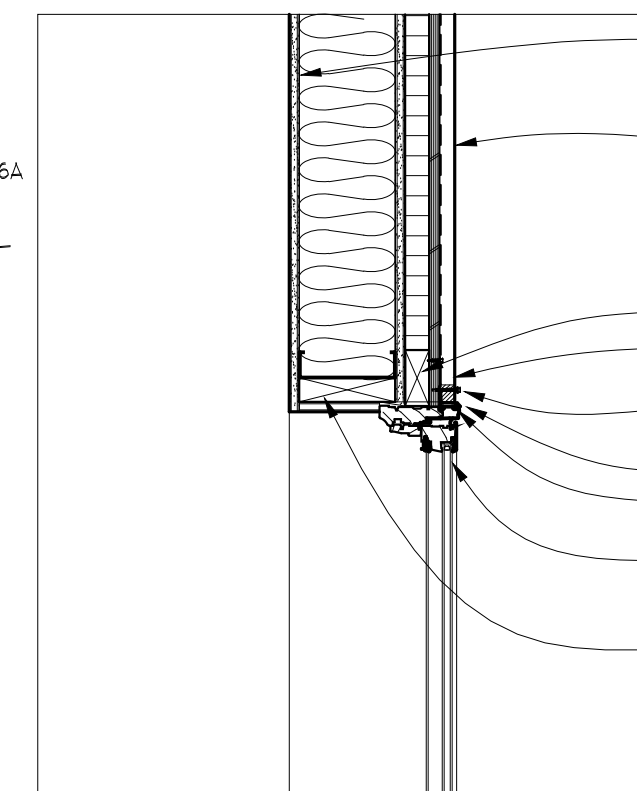




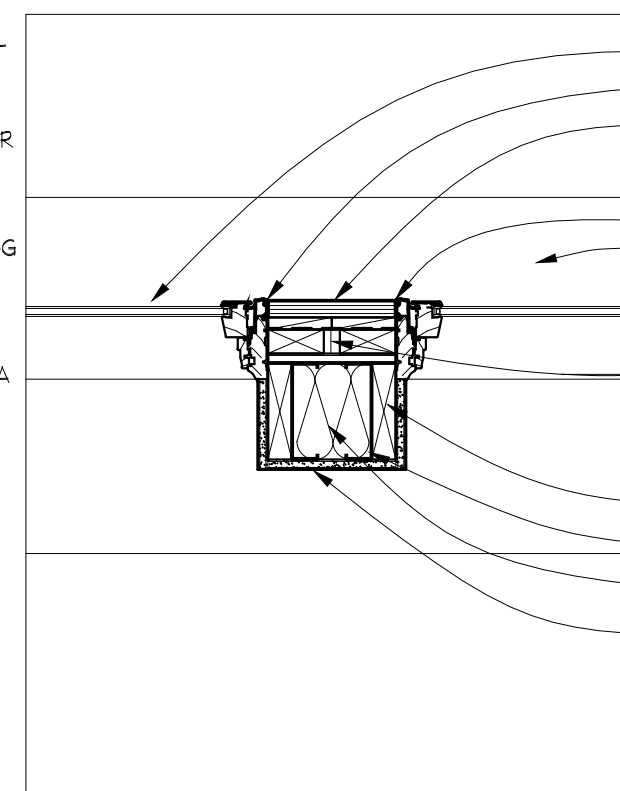
8 WINDOW JAMB
1/8" = 1'-0"



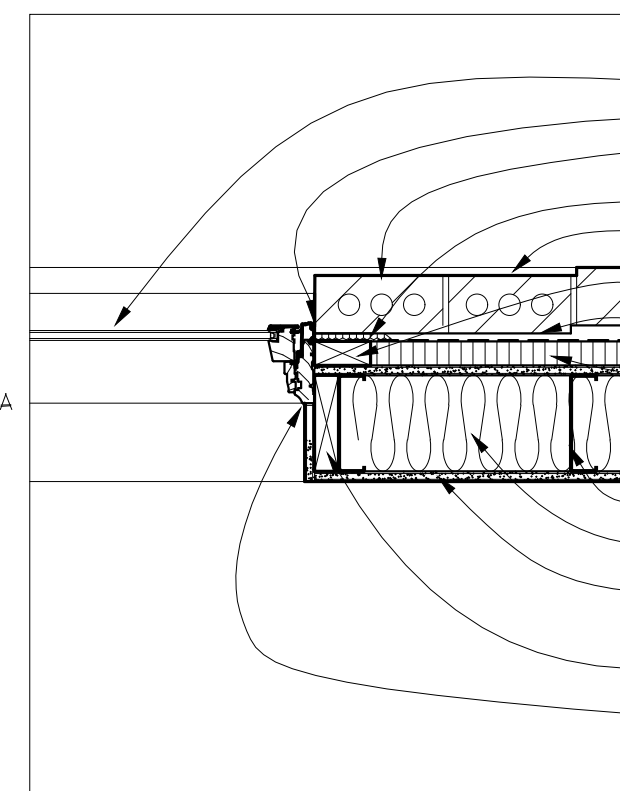
7 WINDOW HEAD DETAIL
1/8" = 1'-0"



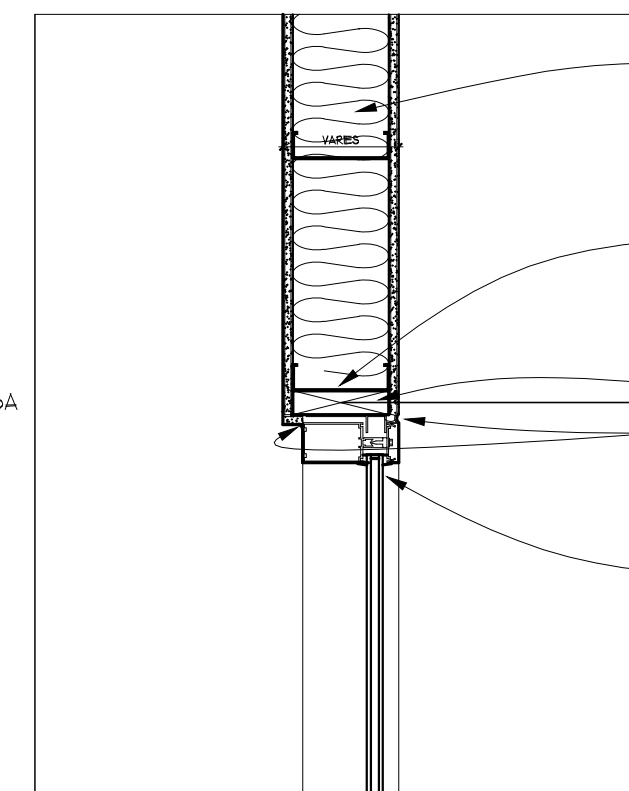
6 WINDOW HEAD / JAMB SIM.
1/8" = 1'-0"



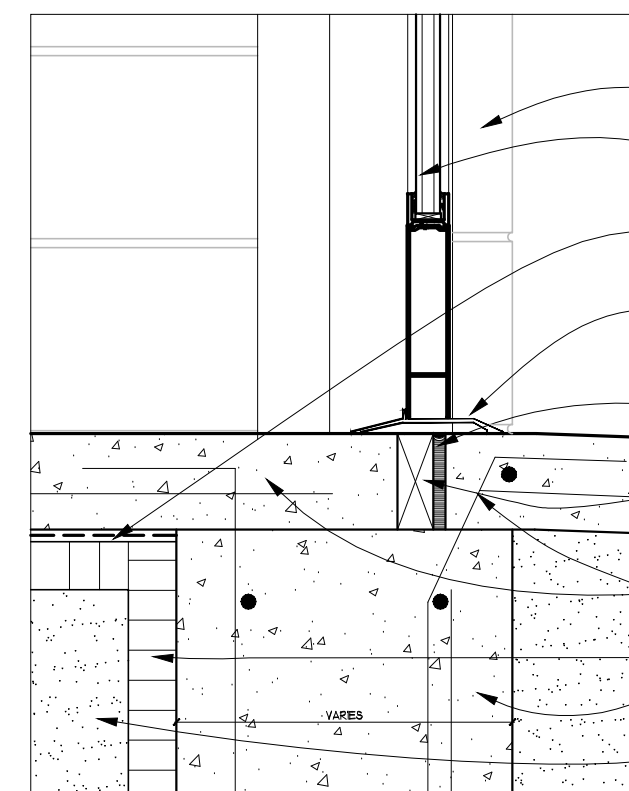
5 WINDOW JAMB
1/8" = 1'-0"



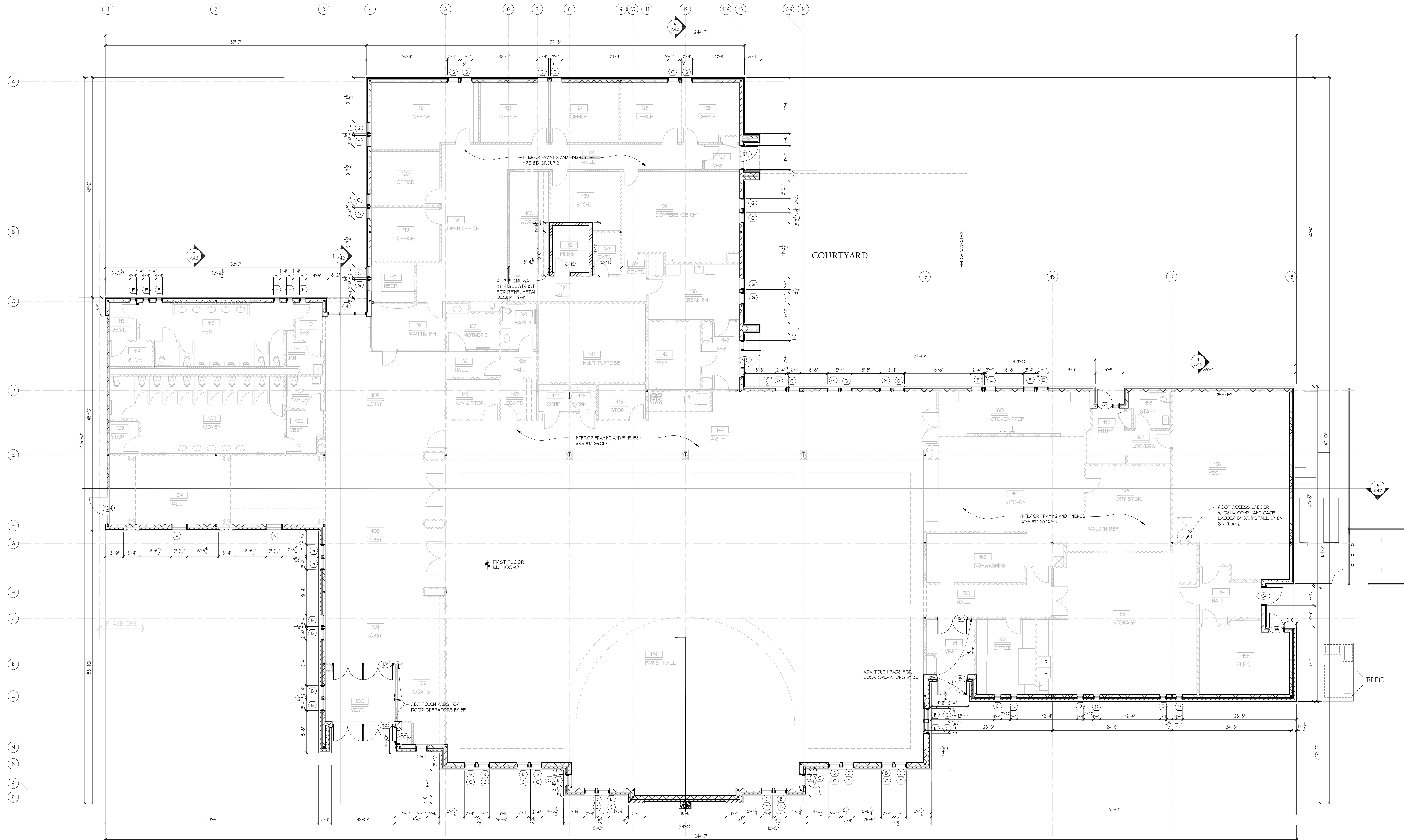
4 WINDOW JAMB
1/8" = 1'-0"



3 INTERIOR DOOR HEAD/JAMB SIM.
3/4" = 1'-0"



2 EXT. ALUM. DOOR SILL.
3/4" = 1'-0"



1 FLOOR PLAN
1/8" = 1'-0"

FINISHED FLOOR '100'-0" = 911.50



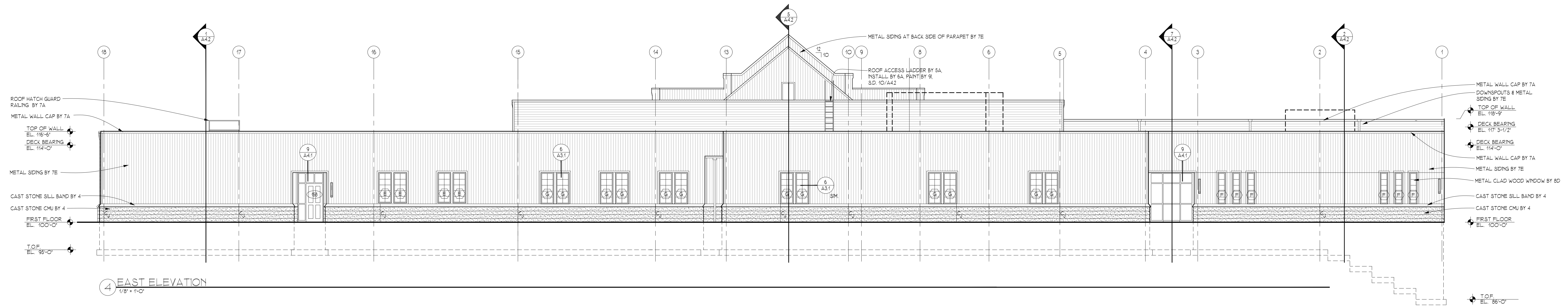
ST. BENEDICT CHURCH BID GROUP I

Horace, North Dakota

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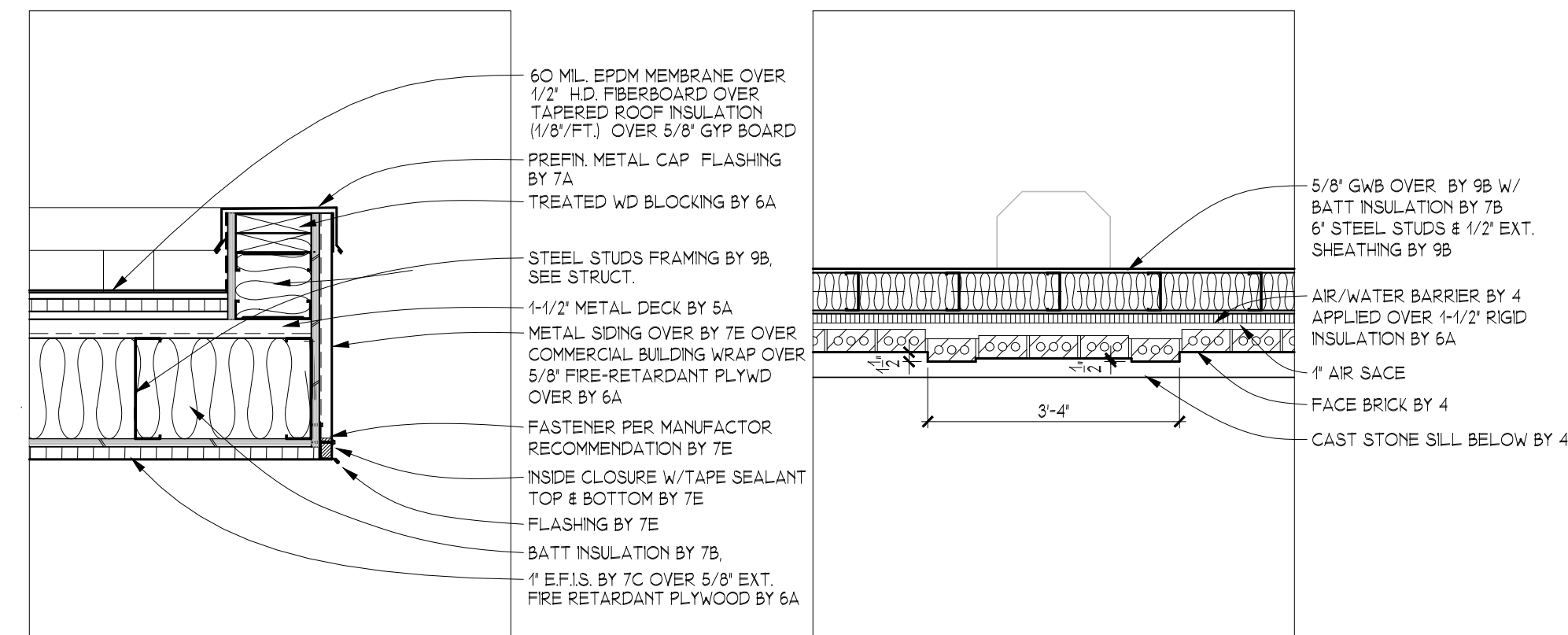
FLOOR PLAN



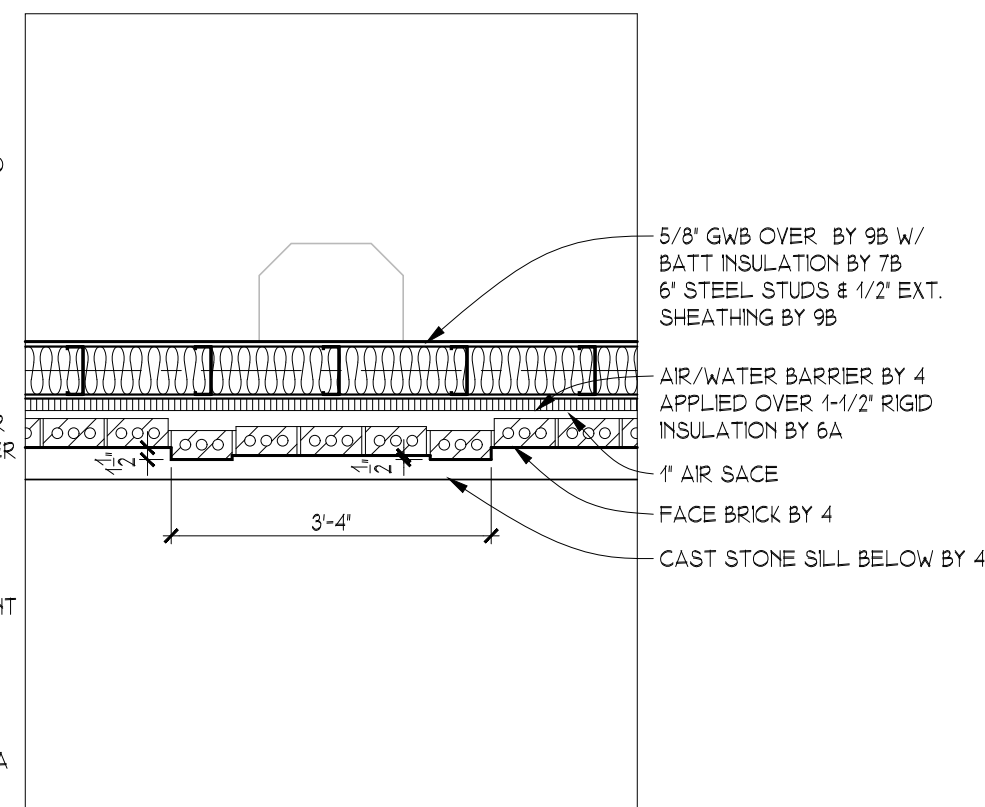
4 EAST ELEVATION
1/8" = 1'-0"



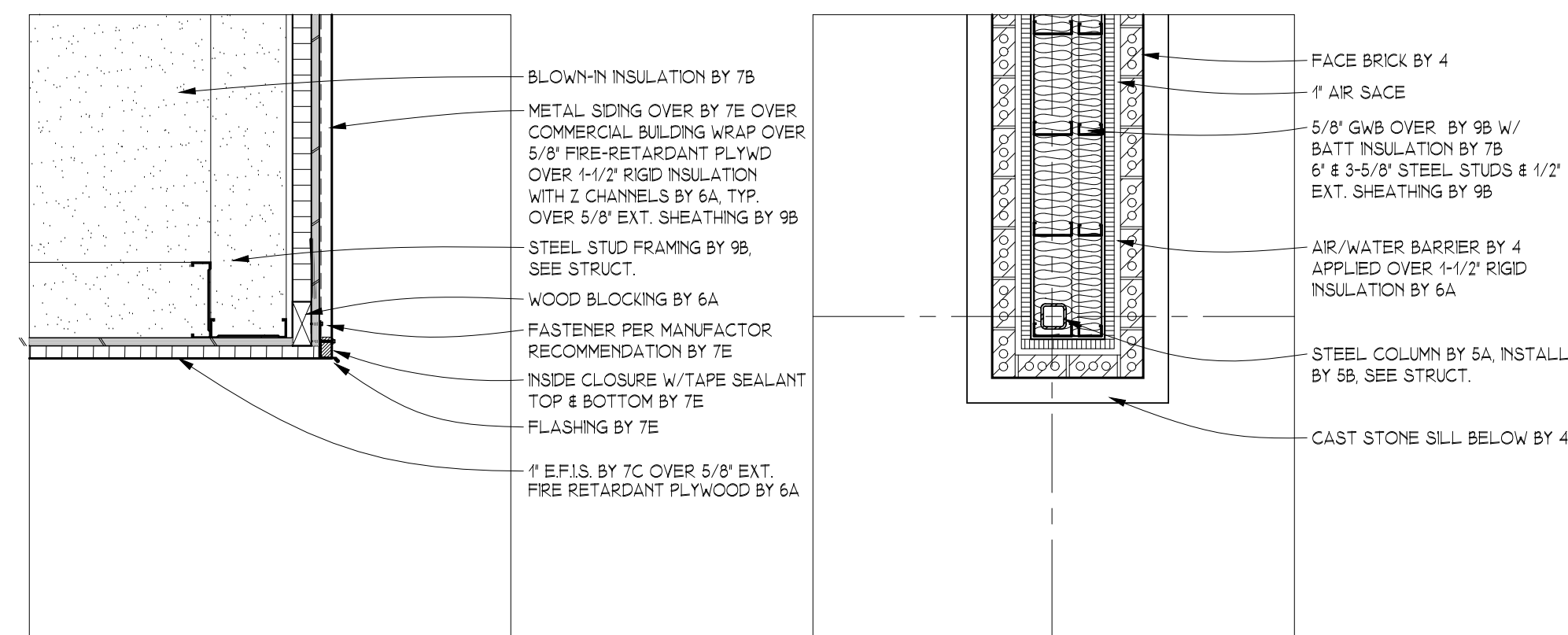
3 WEST ELEVATION
1/8" = 1'-0"



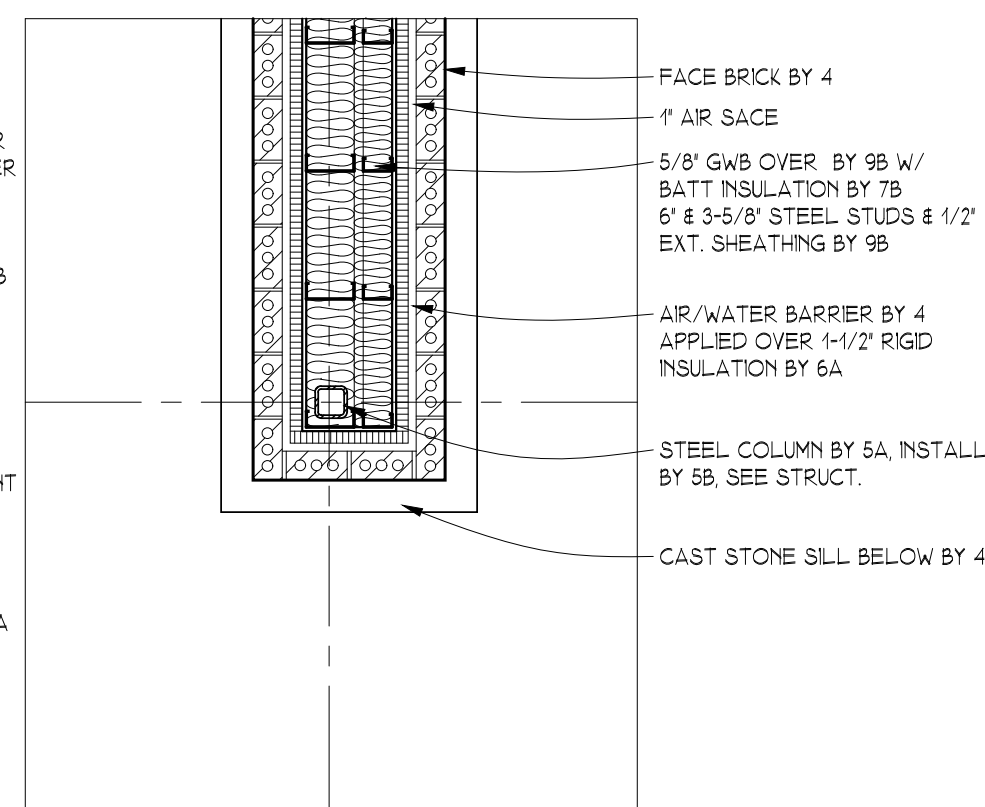
10 ROOF DETAIL
1" = 1'-0"



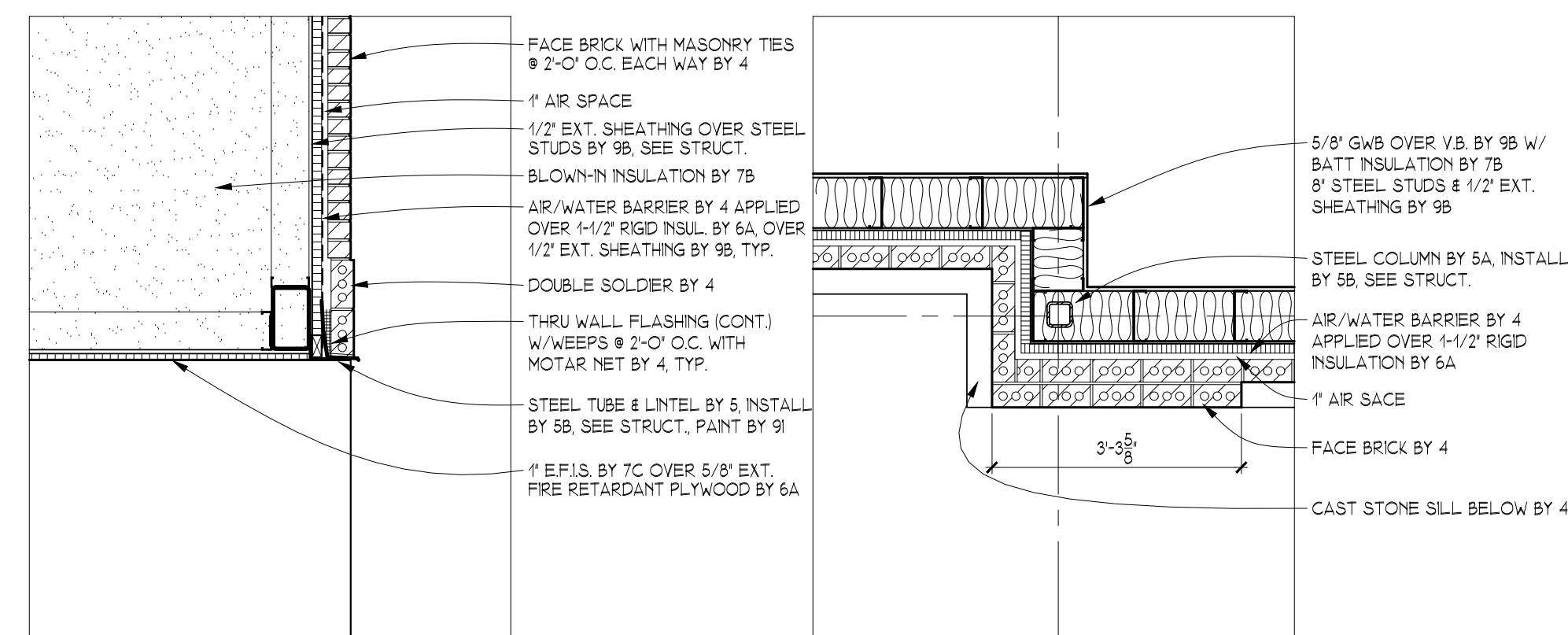
7 WALL DETAIL
1/2" = 1'-0"



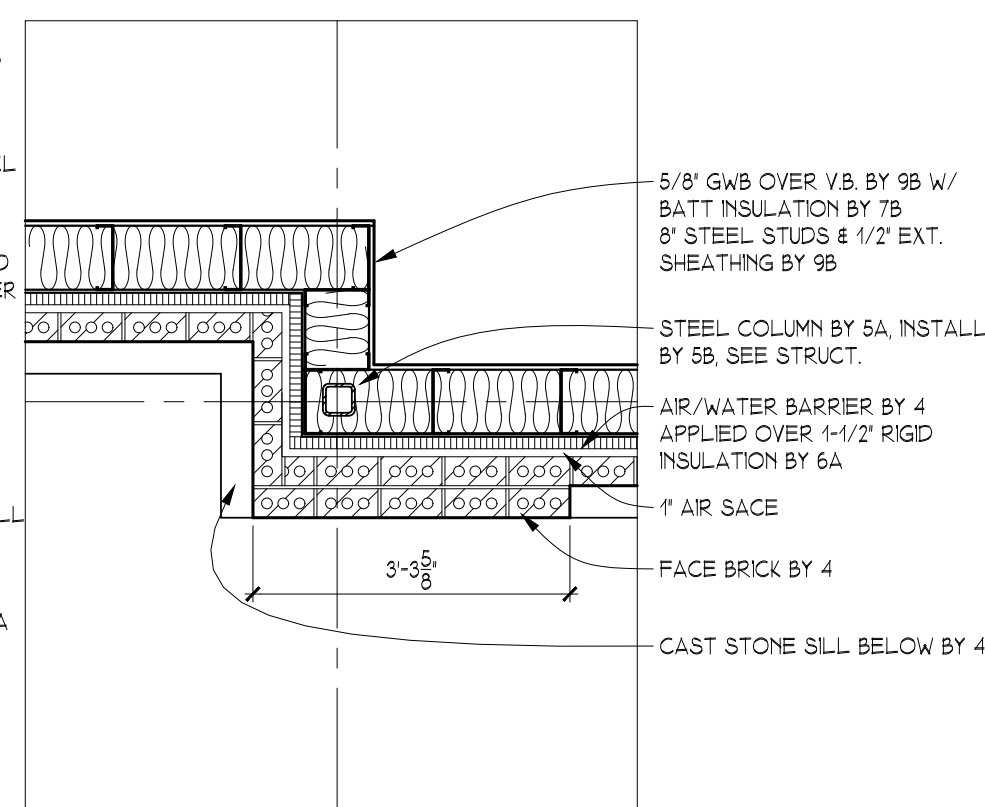
9 SOFFIT DETAIL
1" = 1'-0"



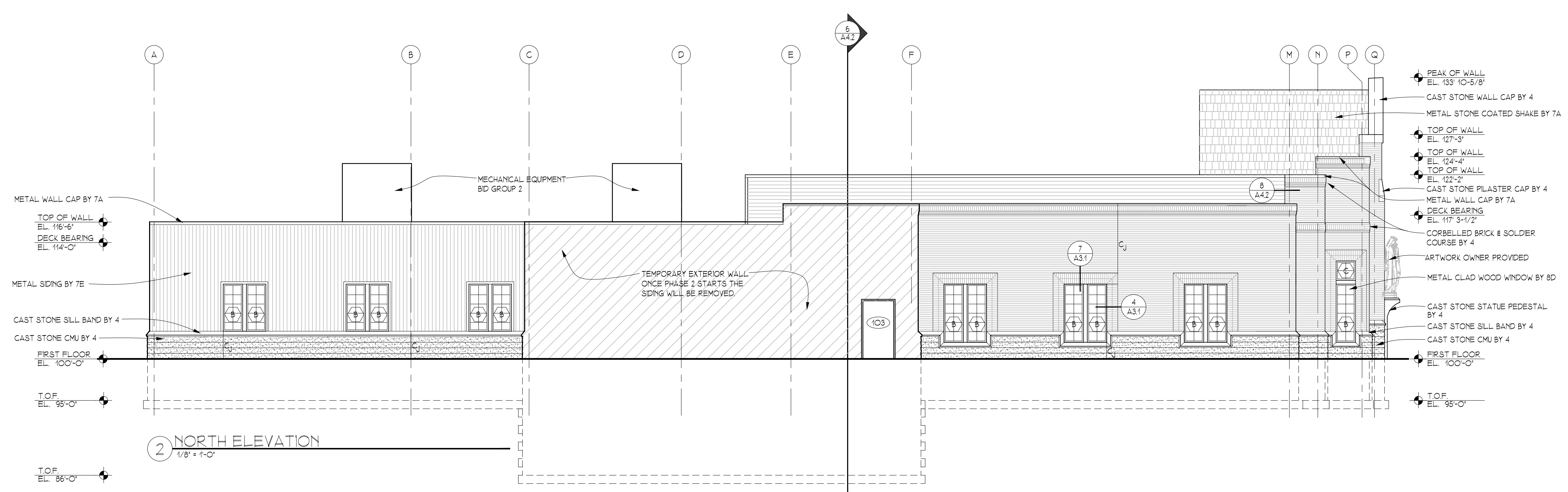
6 WALL DETAIL
1/2" = 1'-0"



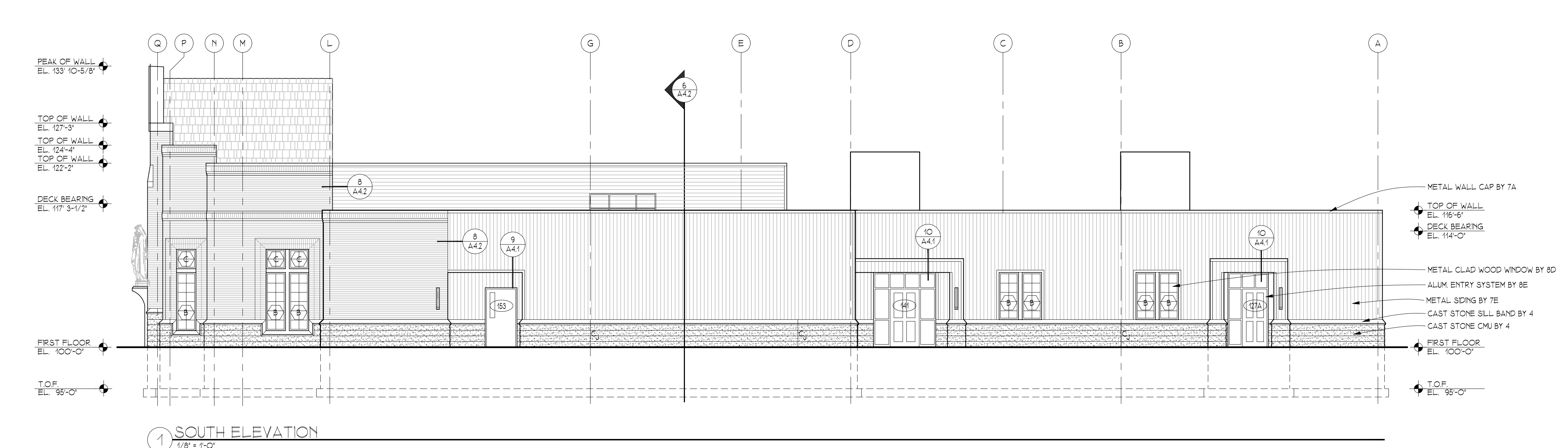
8 SOFFIT DETAIL
1" = 1'-0"



5 PLASTER DETAIL
1/2" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"

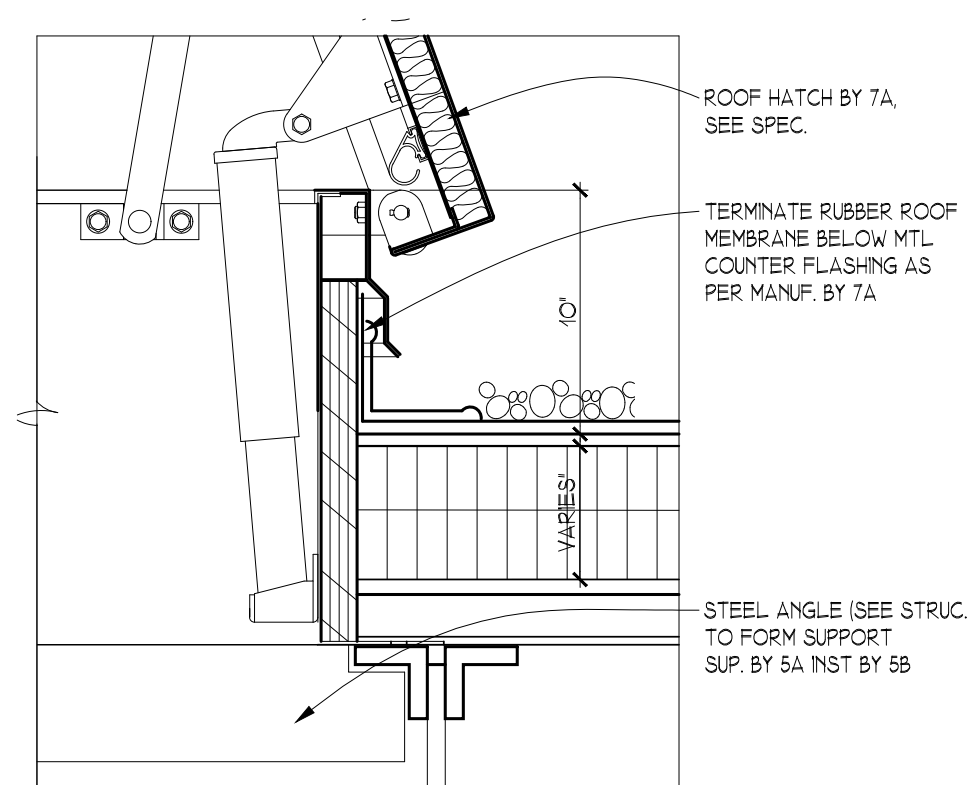


1 SOUTH ELEVATION
1/8" = 1'-0"

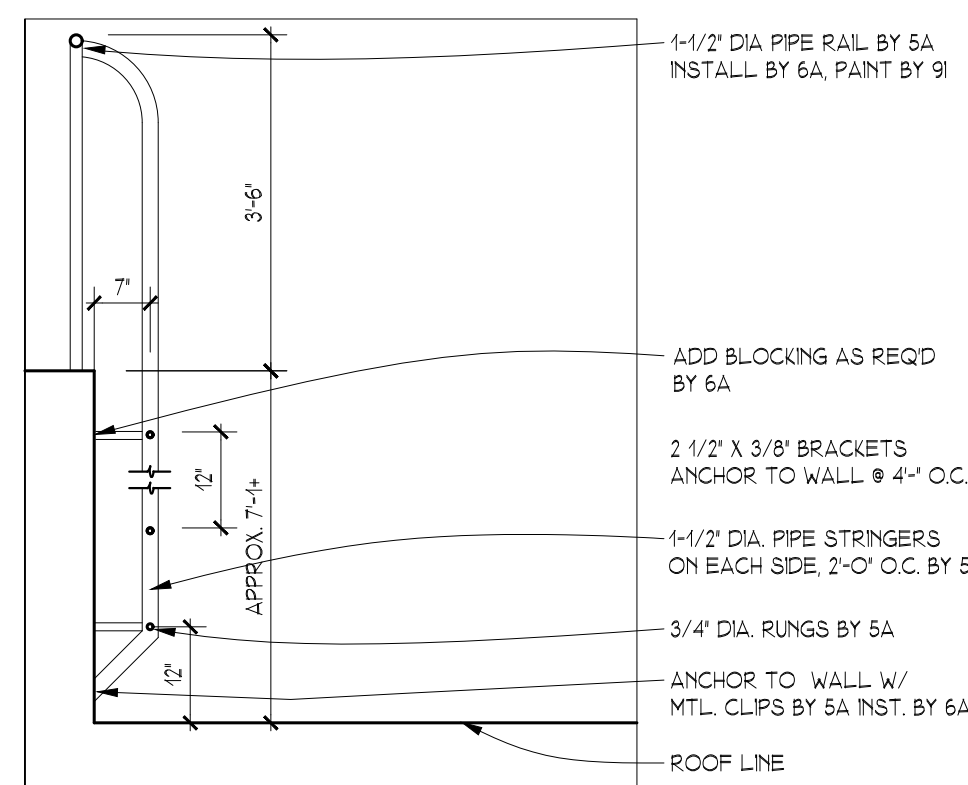
ST. BENEDICT CHURCH BID GROUP I

Horace, North Dakota

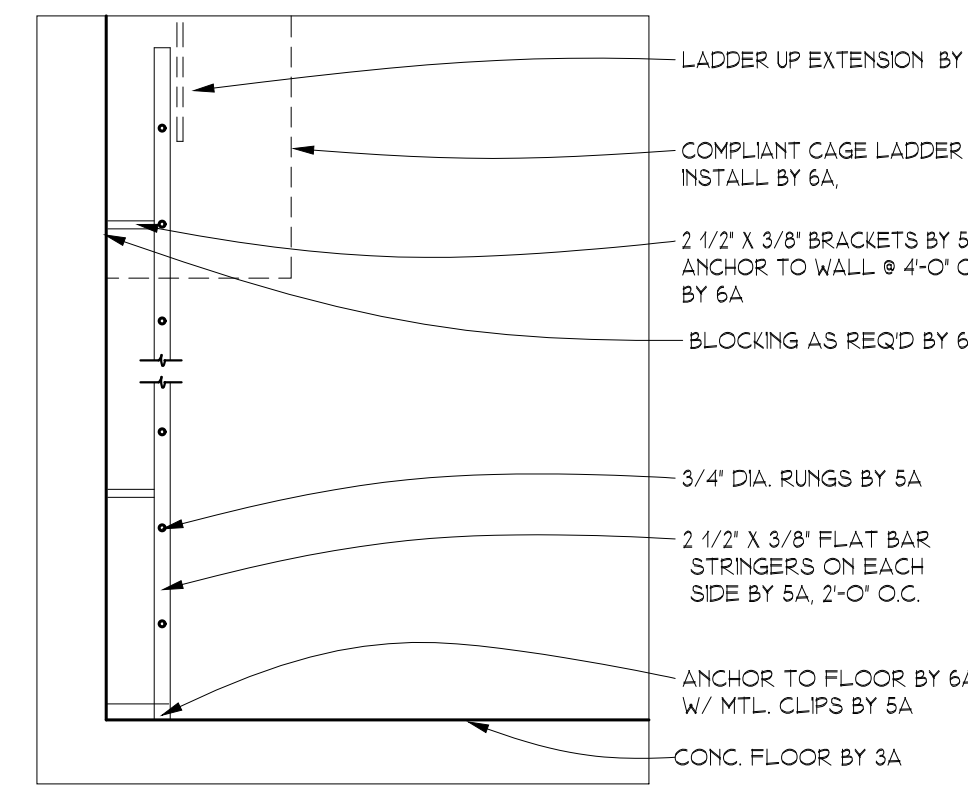
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BUILDING ELEVATIONS



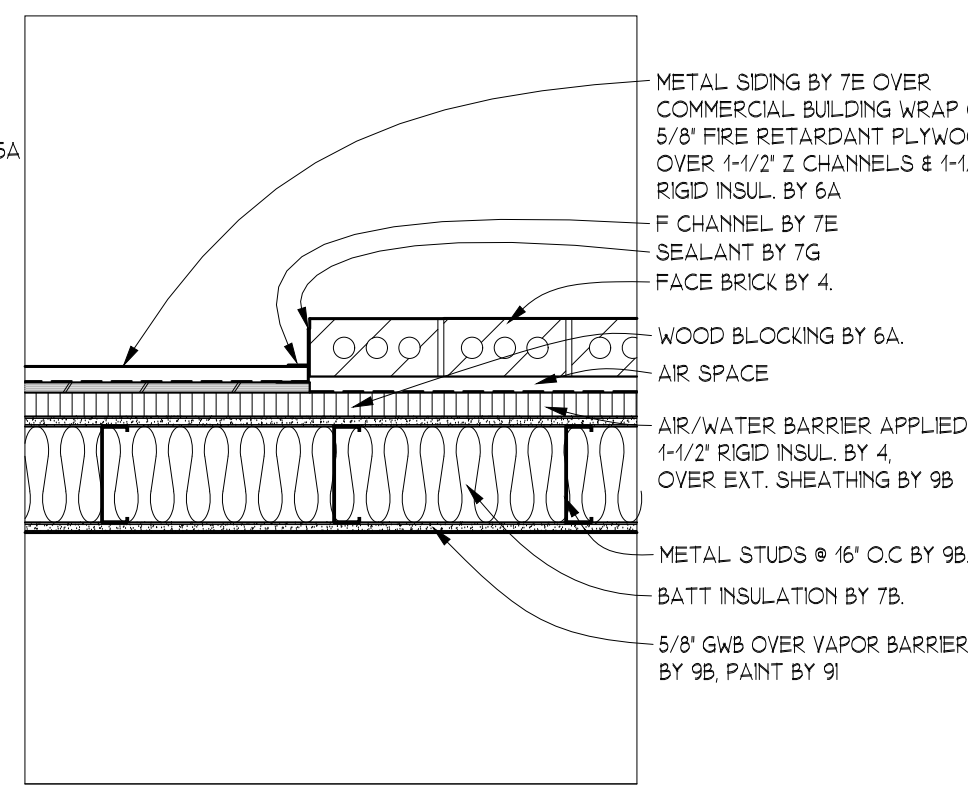
11 ROOF HATCH DETAIL
1-1/2" x 1'-0"



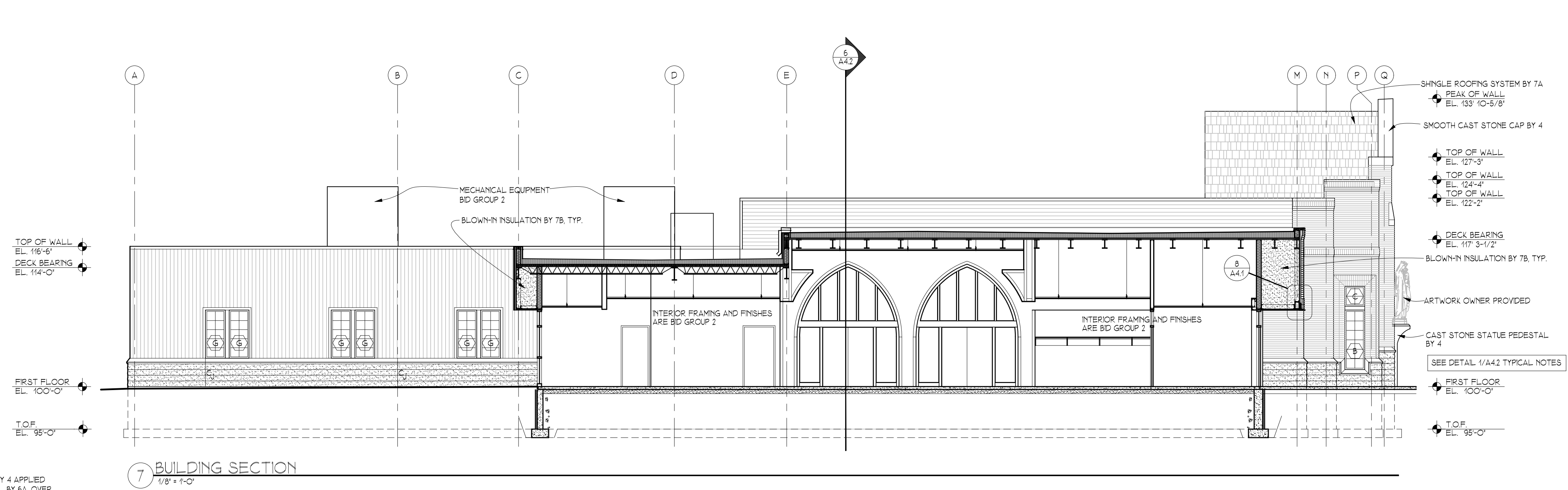
10 LADDER DETAIL
1-1/2" x 1'-0"



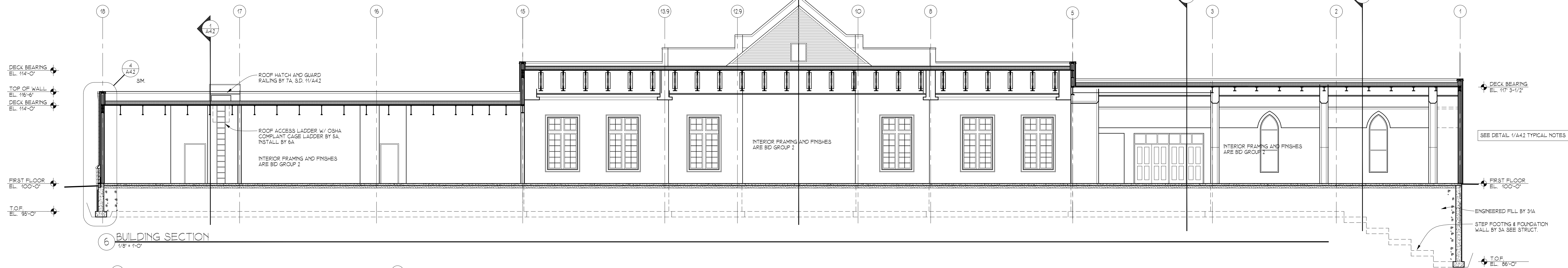
9 ACCESS LADDER
1-1/2" x 1'-0"



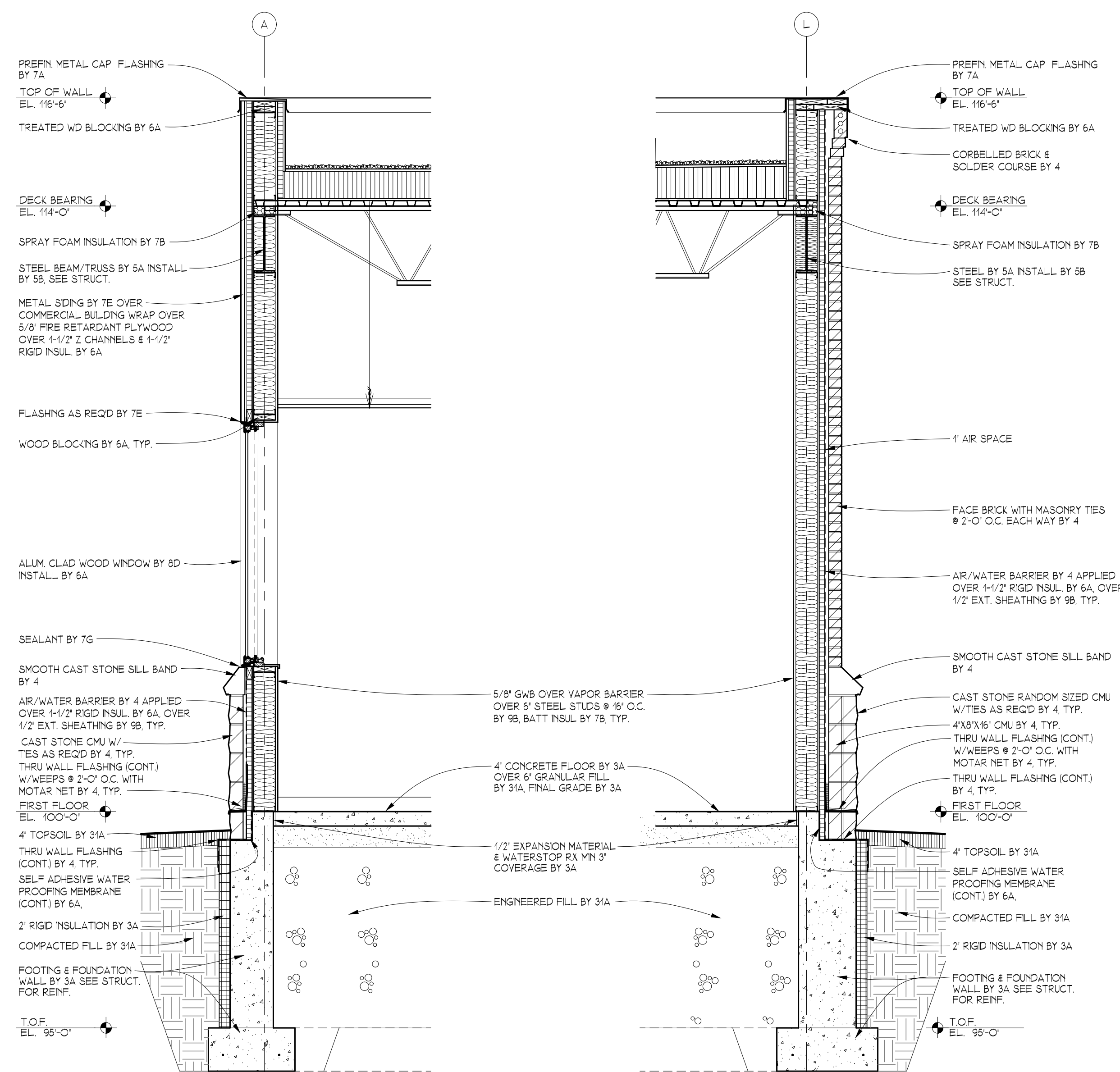
8 BRICK/MTL PANEL INTERFACE
1' x 1'-0"



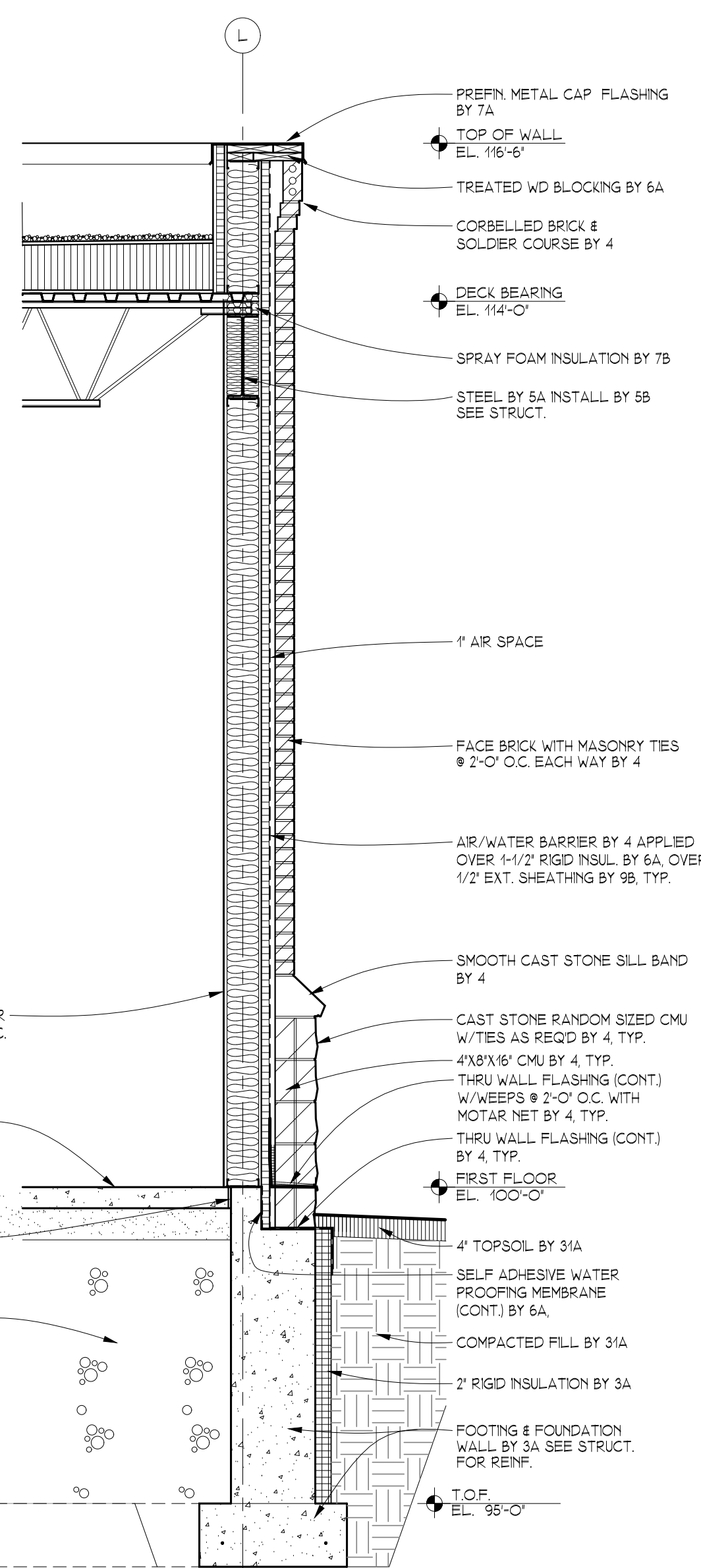
7 BUILDING SECTION
1/8" x 1'-0"



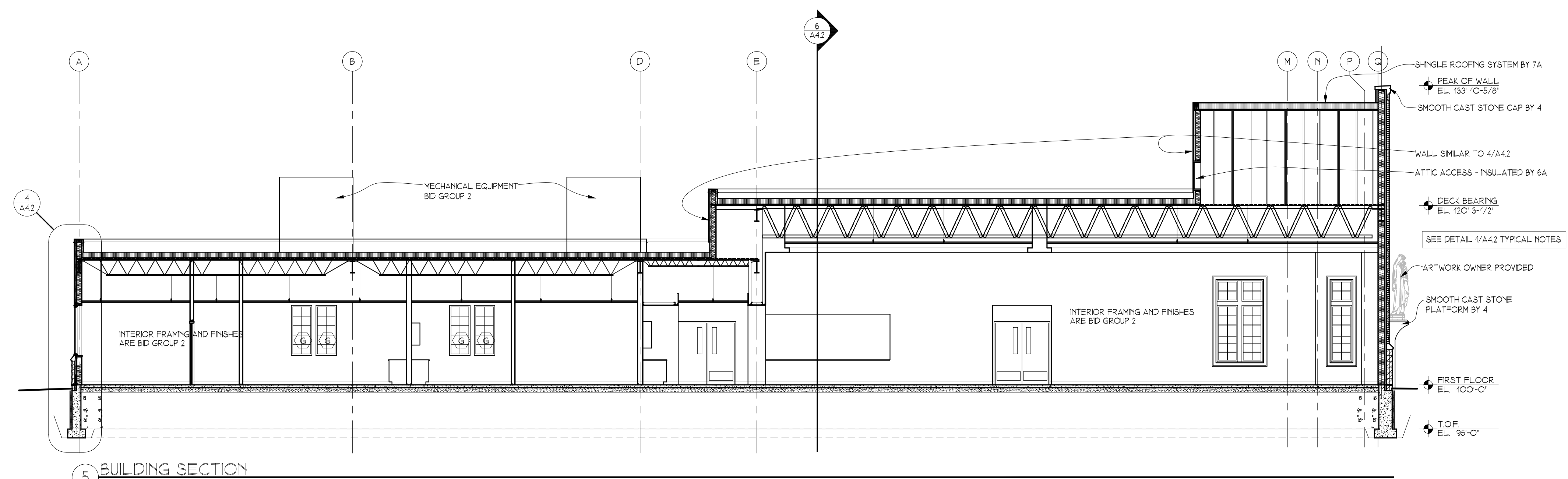
6 BUILDING SECTION
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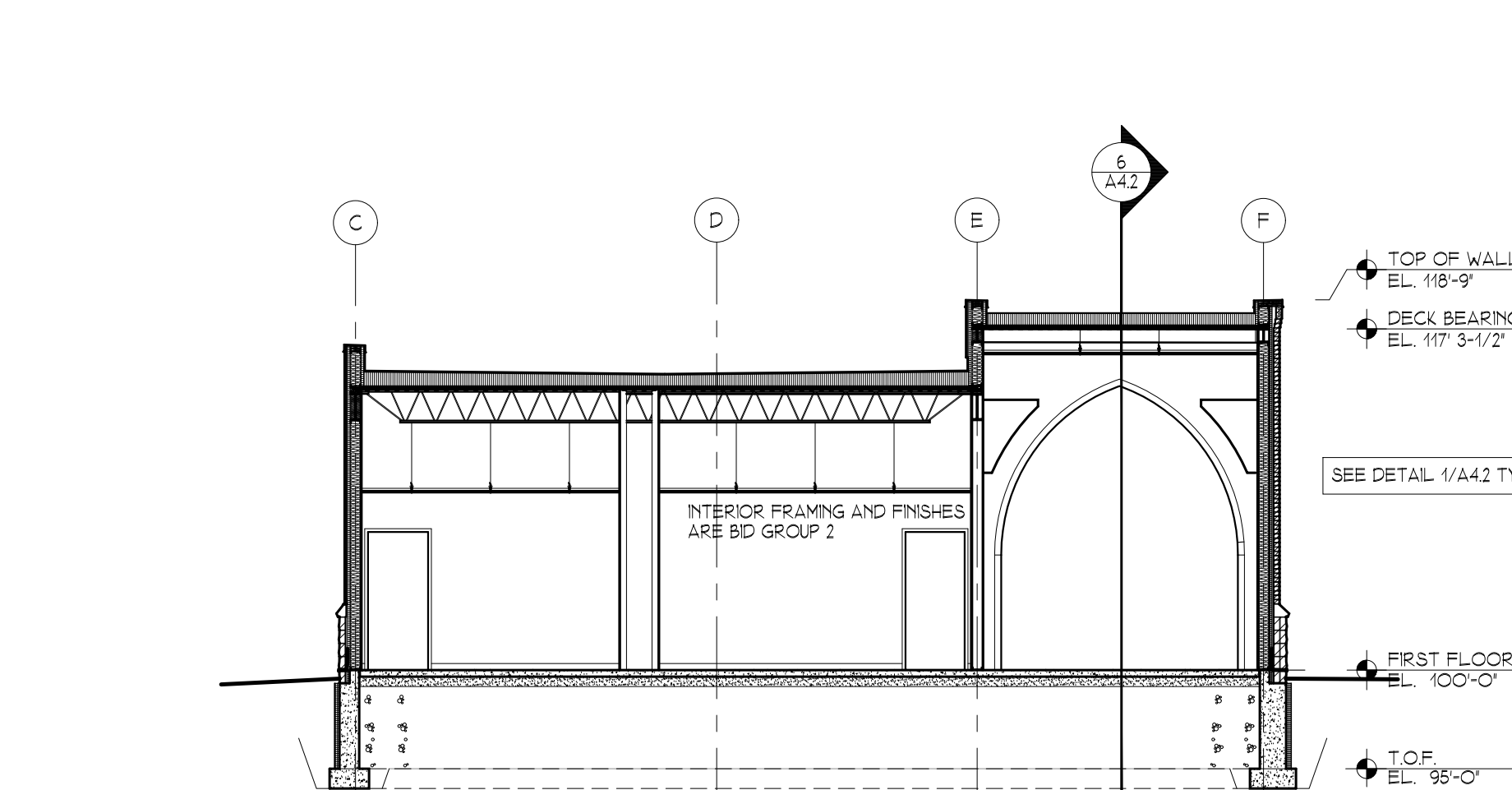
4 WALL SECTION
1/2" x 1'-0"



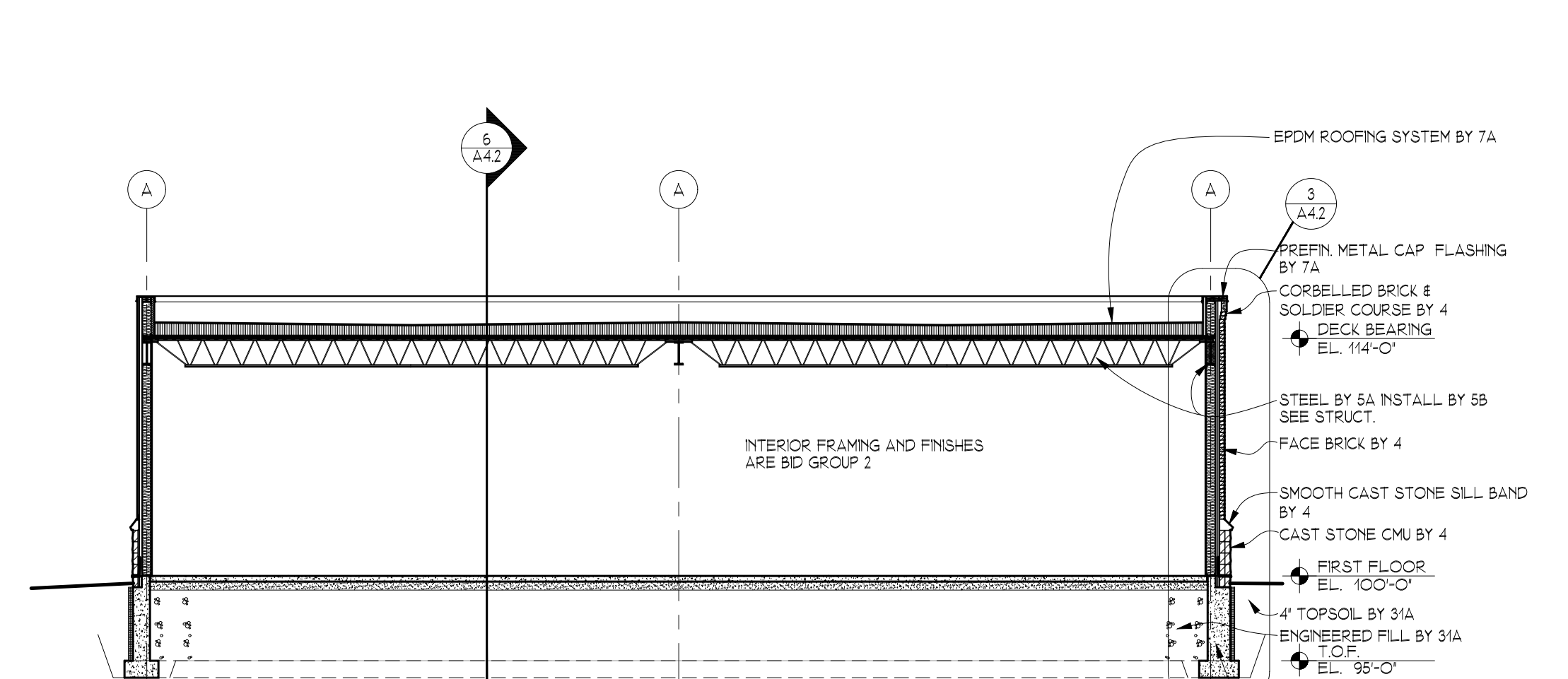
3 WALL SECTION
1/2" x 1'-0"



5 BUILDING SECTION
1/8" x 1'-0"



2 BUILDING SECTION
1/8" x 1'-0"



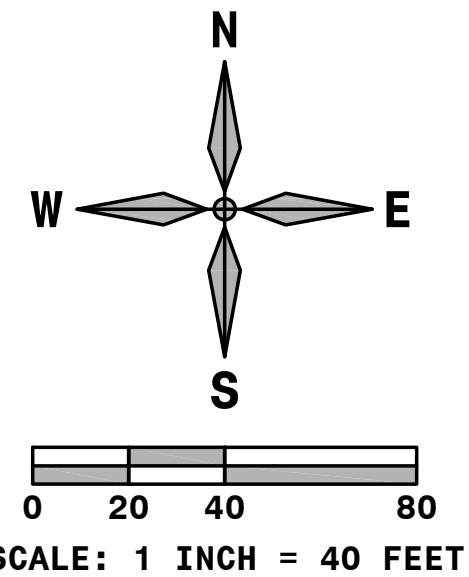
1 BUILDING SECTION
1/8" x 1'-0"

ST. BENEDICT CHURCH BID GROUP 1

Horace, North Dakota

M | B | A
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BUILDING ELEVATIONS

Project Number 15033
Date 4-15-22
A4.2



SYMBOL LEGEND:

---	EXISTING PROPERTY LINE
---	EXISTING EASEMENT LINE
●	EXISTING MANHOLE
■	EXISTING STORM INLET
+	EXISTING GATE VALVE
+	EXISTING FIRE HYDRANT
+	NEW SIGN (BY 32A)
+	NEW GATE VALVE (BY 33)
+	NEW FIRE HYDRANT (BY 33)
+	NEW SANITARY MANHOLE (BY 33)
+	NEW STORM INLET (BY 33)
+	NEW STORM MANHOLE (BY 33)
+	NEW PVC STORM INLET (BY 33)
+	NEW 4" REINFORCED CONCRETE SIDEWALK (BY 32A)
+	NEW 6" REINFORCED CONCRETE PAVEMENT (BY 32A)
+	NEW 6" ASPHALT PAVEMENT (BASE BID) (BY 32A)
+	NEW 6" ASPHALT PAVEMENT (ALTERNATE) (BY 32A)
+	NEW TYPE 1 STANDARD CONCRETE CURB & GUTTER (BY 32A)
+	NEW TYPE 2 STANDARD CONCRETE CURB & GUTTER (BY 32A)

SIGN SCHEDULE:

- R1-1: "STOP" (30"x30")
- ACCESSIBLE SIGN (SEE DETAIL 15/C6.0)
- "DROP-OFF & PICK-UP LANE" (18"x24")
- S1-1: PEDESTRIAN CROSSING (30"x30")

PLAN NOTES:

- ALL WORK SHALL COMPLY WITH THE MOST RECENT CITY OF HORACE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-795-0555
- CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
- IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA STATE HEALTH DEPARTMENT SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
- THE LEVEL OF THE WATER TABLE IN AND AROUND HORACE CAN BE HIGH AND OFTEN FLUCTUATES SEASONALLY. THE CONTRACTOR SHALL TAKE THIS FACT INTO ACCOUNT WHEN PREPARING THEIR BID. ALL DEWATERING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- IF THE CONTRACTOR INTENDS TO DEWATER ANY CONSTRUCTION AREA AND DISCHARGE THAT WATER TO A DRAIN OR STREAM, THEY MUST FIRST OBTAIN COVERAGE UNDER NORTH DAKOTA'S GENERAL PERMIT TO DISCHARGE FROM TEMPORARY DEWATERING ACTIVITIES. TO OBTAIN COVERAGE UNDER THIS PERMIT OR FOR ADDITIONAL INFORMATION, CONTACT THE NORTH DAKOTA DEPARTMENT OF HEALTH, ENVIRONMENTAL HEALTH - WATER QUALITY SECTION AT 701-328-5210. ANY COSTS ASSOCIATED WITH THE PERMIT SHALL BE PAID FOR BY THE CONTRACTOR.
- CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROL UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
- ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" DEPTH), GRADED, SEED, AND HYDRO-MULCHED.

BENCHMARKS:

- THE TOP NUT OF THE HYDRANT LOCATED 375' NORTH OF THE INTERSECTION OF COUNTY ROAD 17 AND 88TH AVE. S. ON THE EAST SIDE OF COUNTY ROAD 17.
ELEV: 917.15 (NAVD 88)
- THE TOP NUT OF THE HYDRANT LOCATED IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF COUNTY ROAD 17 AND 88TH AVE. S.
ELEV: 917.36 (NAVD 88)

ST. BENEDICT CHURCH BID GROUP I

Horace, North Dakota

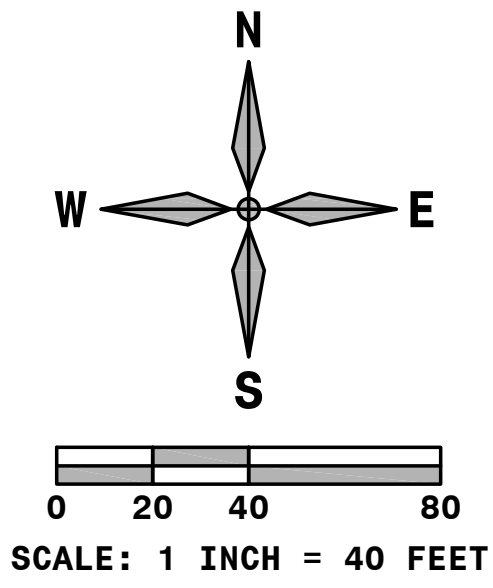
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505 N. Broadway, Suite 201, Fargo, North Dakota, 58102
Phone: 701-235-5563 | info@mbapc.com | Fax: 701-235-5435

PAVING PLAN



Project Number 15033
Date 04-15-22

C5.0



SYMBOL LEGEND:

---	EXISTING PROPERTY LINE
---	EXISTING EASEMENT LINE
●	EXISTING MANHOLE
■	EXISTING STORM INLET
◆	EXISTING GATE VALVE
+	EXISTING FIRE HYDRANT
+	NEW SIGN (BY 32A)
+	NEW GATE VALVE (BY 33)
+	NEW FIRE HYDRANT (BY 33)
+	NEW SANITARY MANHOLE (BY 33)
+	NEW STORM INLET (BY 33)
+	NEW STORM MANHOLE (BY 33)
+	NEW PVC STORM INLET (BY 33)

PLAN NOTES:

- ALL WORK SHALL COMPLY WITH THE MOST RECENT CITY OF HORACE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
- CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-795-0555
- CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
- IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA STATE HEALTH DEPARTMENT SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
- THE LEVEL OF THE WATER TABLE IN AND AROUND HORACE CAN BE HIGH AND OFTEN FLUCTUATES SEASONALLY. THE CONTRACTOR SHALL TAKE THIS FACT INTO ACCOUNT WHEN PREPARING THEIR BID. ALL DEWATERING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- IF THE CONTRACTOR INTENDS TO DEWATER ANY CONSTRUCTION AREA AND DISCHARGE THAT WATER TO A DRAIN OR STREAM, THEY MUST FIRST OBTAIN COVERAGE UNDER NORTH DAKOTA'S GENERAL PERMIT TO DISCHARGE FROM TEMPORARY DEWATERING ACTIVITIES. TO OBTAIN COVERAGE UNDER THIS PERMIT OR FOR ADDITIONAL INFORMATION, CONTACT THE NORTH DAKOTA DEPARTMENT OF HEALTH, ENVIRONMENTAL HEALTH - WATER QUALITY SECTION AT 701-328-5210. ANY COSTS ASSOCIATED WITH THE PERMIT SHALL BE PAID FOR BY THE CONTRACTOR.
- CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROL UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
- ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" DEPTH), GRADED, SEED,ED, AND HYDRO-MULCHED.

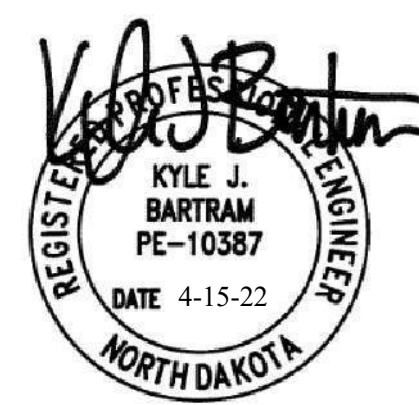
BENCHMARKS:

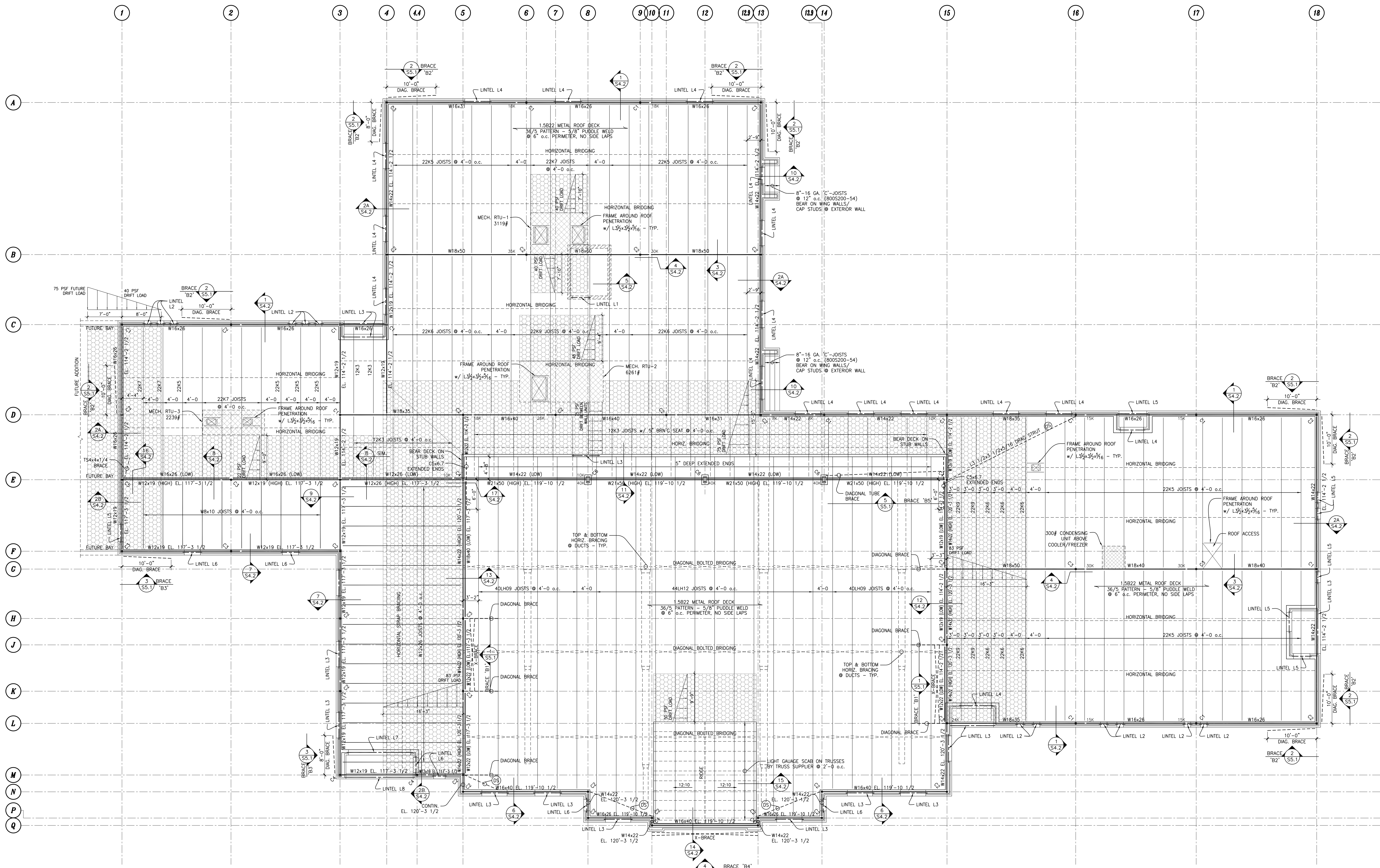
- THE TOP NUT OF THE HYDRANT LOCATED 375' NORTH OF THE INTERSECTION OF COUNTY ROAD 17 AND 88TH AVE. S. ON THE EAST SIDE OF COUNTY ROAD 17.
ELEV: 917.15 (NAVD 88)
- THE TOP NUT OF THE HYDRANT LOCATED IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF COUNTY ROAD 17 AND 88TH AVE. S.
ELEV: 917.36 (NAVD 88)

**ST. BENEDICT CHURCH
BID GROUP I**

Horace, North Dakota

M | B | A
MUTCHLER BARTRAM ARCHITECTS, P.C.
505 N. Broadway, Suite 201, Fargo, North Dakota, 58102
Phone: 701-235-5563 | info@mbapc.com | Fax: 701-235-5435
PAVING DIMENSION
PLAN





A ROOF FRAMING PLAN

1/8" = 1'-0"
NOTE: 1). TOP OF STEEL EL. 114'-0 U.N.O.
2). 1/8" = 1'-0"

ROOF JOIST LOADING:

DEAD LOAD: 30 PSF
SNOW LOAD: 40 PSF + ADDITIONAL DRIFT

COLUMN/BASE PLATE SCHEDULE

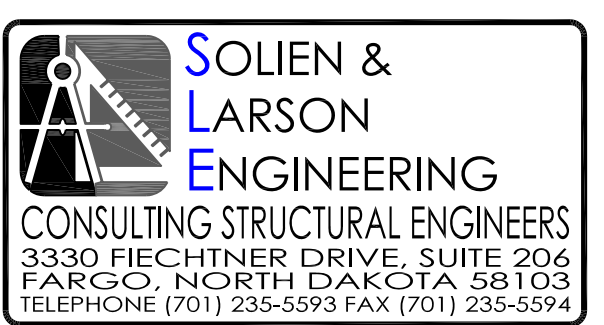
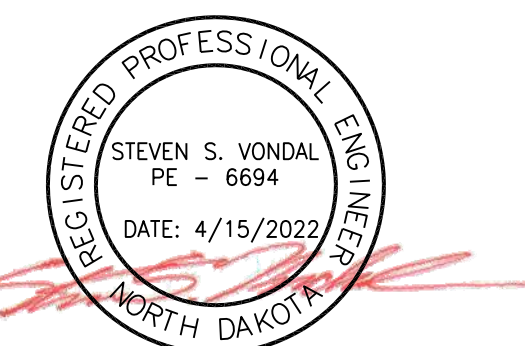
MARK	COLUMN	BASE PLATE	ANCHORS/GAGE
C1	TS4x4x1/4	11"x1"x11"	4 - 1" 8x8" GAGE
C2	TS5x5x1/4	11"x1"x11"	4 - 1" 8x8" GAGE
C3	TS5x5x5/16	11"x1"x11"	4 - 1" 8x8" GAGE
C4	TS6x6x5/16	12"x1"x12"	4 - 1" 9x9" GAGE
C5	TS6x6x5/8	12"x1"x12"	4 - 1" 9x9" GAGE
C6	W10x39	10"x1"x16"	4 - 1" 7x13" GAGE

NOTE: 1). ANCHOR BOLTS SHALL CONFORM TO ASTM F1554-36.
2). PROVIDE WASHER PLATES 3"x1/2"x3" AT EACH ANCHOR BOLT.
3). 9" EMBED TYPICAL UNLESS NOTED OTHERWISE.
4). SEE BRACED FRAME ELEVATIONS/DETAILS FOR ANCHOR REQUIREMENTS.

LINTEL SCHEDULE

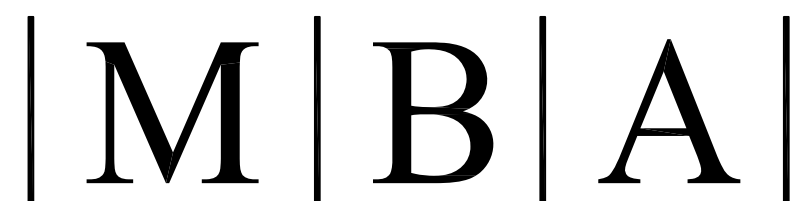
MARK	LINTEL	R.O.	REMARKS
L1	8"x16" BOND BEAM REINF. w/ 2 - #4 TOP & BOTTOM	3'-4	JAMB 1 CORE REINF. w/ 1 - #5 VERT/DWL
L2	6"-16 GA. TRACK w/ L3 1/2x3 1/2x5/16 BRICK ANGLE	1'-4	1 KING POST
L3	2 - 6"-16 GA. BOX LINTEL w/ L6x4x5/16 BRICK ANGLE	5'-2, 10'-3	4 KING POSTS
L4	2 - 6"-16 GA. BOX LINTEL	5'-1, 6'-2	3 KING POSTS
L5	2 - 6"-16 GA. BOX LINTEL w/ L3 1/2x3 1/2x5/16 BRICK ANGLE	3'-0, 4'-8	2 KING POSTS
L6	2 - 6"-16 GA. BOX LINTEL w/ L3 1/2x3 1/2x5/16 BRICK ANGLE	4'-0	3 KING POSTS
L7	2 - 6"-14 GA. BOX LINTEL TOP & BOTTOM TRACK (800S250-68)	12'-6	4 KING POSTS
L7	TS10x6x5/16 w/ L7x4x3/8 BRICK ANGLE	16'-0	TS6x6x5/16 KING POST

NOTE: 1). VERIFY ALL LINTEL OPENING WIDTHS, ELEVATIONS, AND LOCATIONS WITH THE ARCHITECTURAL PLANS.
2). KING POSTS SAME SIZE AS WALL STUDS.
3). VERIFY LOCATIONS OF BRICK VENEER SUPPORT ANGLE WITH ARCH.



ST. BENEDICT CHURCH
BID GROUP I

Horace, North Dakota



ROOF FRAMING PLAN

Project Number 15033.586.22020
Date 04-15-22

S3.1



**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:	Rivers Edge 2 nd Addition		Application Number:		PZ-2022-03		
Date:	06/28/2022		Staff Contact:		Jace Hellman		
Owner(s)/Applicant:	Don Dabbert Jr.		Applicant Contact:		Don@Dabberthomes.com		

Purpose

Don Dabbert Jr. requests to subdivide approximately 82.08 acres into a total of 121 lots. Additionally, the applicant requests to rezone the approximately 13.35 acres from its current zoning district classification of A (Agriculture) to R-4 (Intermediate Density Residential) and PF (Public Facilities).

Statement of Fact

Parcel Number(s):	Portions of 64000001750100, 64000001750110, 64000001750105, 64000001750080, 64000001750070 & 15000001680030
Future Land Use Map Classification:	The property is currently designated as Suburban
Existing Land Use:	Undeveloped agricultural land
Current Zoning:	A (Agriculture)
Proposed Zoning:	R-4 (Intermediate Density Residential) and PF (Public Facilities)
Development Area:	82.08 acre
Adjacent Zoning Districts:	North: RE (Residential Estate); East: R-2 (Single-Family Residential), RE (Residential Estate) and SR (Suburban Residential); South: A (Agriculture); West: A (Agriculture).
Adjacent Street(s):	North: 76 th Avenue S; East: Memory Lane; South: None; West: 81 st Street S
Internal Street(s):	East to West: 81 st Avenue S, 82 nd Avenue S; North to South: 78 th Street S, 76 th Street S, Memory Lane, Rivers Edge Lane. Two private drives to access Lots 18-24, Blk 8 and Lots 2,3 and 5-10, Blk 9.
Adjacent Bike/Pedestrian Facilities:	The comprehensive plan identifies a long project for bike and pedestrian facilities along 76 th Avenue S and 81 st Street S. Internal pathways are proposed throughout the development.
Adjacent Parks:	Lot 18 Blk 9, Lot 11 Blk 8 and Lot 17 Blk 3 are proposed as a public park area. Lot 17, Blk 9 is proposed to be a pond.
Land Dedication Requirements:	See Park District Recommendation Letter with attached email correspondence between the applicant's representative and the Park District.

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 general area as Suburban development. The applicants request of R-4 and PF are considered consistent with the future land use map.

Discussion and Observation

The applicant has filed complete applications for Rezone and Plat. The proposed zoning of the property is consistent with the comprehensive plan and the future land use map. The applicant has proposed to subdivide the approximately 82.08-acre development area in to 121 lots, which consists of 110 residential lots, five HOA lots, four Park District lots and two City lots.

The Comprehensive Plan identifies 78th Street South as a Major collector, which typically requires 100 to 120 feet of Right-of-Way (ROW). The applicant has provided the appropriate amount of ROW south of the 1/16 section line, however due to the proposed roadway alignment and the alignment of the property directly west of the applicant's property to the north of the 1/16 section line, the applicant has proposed to dedicate 70 ft of ROW at this time. The remaining ROW would be collected from the adjacent property at time of future development. Full buildout of 78th Street South to its intended functional classification would occur following the dedication of the remaining ROW. The proposed roadway within the 70 ft of ROW will act as a standard functioning roadway with travel lanes provided for both north and south bound traffic.

The hearing for the River's Edge 2nd Addition Plat was held on March 8th, 2022. The decision on the plat was tabled until the application for zoning was submitted to City Staff.

Recommendation

To accept the findings and recommendations of the staff report and recommend approval of the Rezone and Plat for Rivers Edge 2nd Addition to the City Council.

Attachments

1. Rezone Application
2. Plat Application
3. Rivers Edge 2nd Addition Plat
4. Rivers Edge 2nd Addition Zoning Exhibit
5. Verification of Taxes
6. Title Opinion
7. Park District Letter
8. Rivers Edge Master Plan
 - a. Drainage Plan
 - b. Preliminary Infrastructure Plan
 - c. Conceptual Improvements and Maintenance Plan
9. Fire Truck Turning Movement Analysis



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) 06/09/2024

ZONE CHANGE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): Don Dabbert Jr.

ADDRESS: 5522 36th Street South Fargo, ND 58104

PRIMARY PHONE: (701)-219-1596

ALTERNATIVE PHONE: (701)-205-4979

EMAIL: don@dabberthomes.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Don Dabbert Jr.

ADDRESS: 5522 36th Street South Fargo, ND 58104

PRIMARY PHONE: (701)-219-1596

ALTERNATIVE PHONE: (701)-205-4979

EMAIL: don@dabberthomes.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: River's Edge 2nd Addition

ADDRESS: Section 18 Township 138 North, Range 319 West

CURRENT ZONING: Agricultural

PROPOSED ZONING: R-4 & Public Facilities District (See Below)

4

BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Reason for application is to create residential development with related infrastructure per the City of Horace Comprehensive Plan and to help meet the need of the residential housing market.

Proposed Land Use and Zoning (above):

R-4 Intermediate Density Residential District: Lot 1, Block 1; Lots 1-8, Block 2; Lots 1-16, 18-26, Block 3; Lots 1-3, Block 4; Lots 1-8, Block 5; Lots 1-13, Block 6; Lots 1-16, Block 7; Lots 1-10, 12-28, Block 8; Lots 1-3, 5-6, Block 9; Lots 9-16, Block 9

Public Facilities District: Lot 17, Block 3; Lot 11, Block 8; Lot 4, Block 9; Lot 7, Block 9; Lots 17-18, Block 9

8

SIGNATURE


OWNER SIGNATURE

06/09/2022

DATE



REPRESENTATIVE SIGNATURE

06/09/2022

DATE

ZONING CHANGE FEE SCHEDULE

ZONING CHANGE FEE—\$325.00

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) 06/09/2022

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): Don Dabbert Jr.

ADDRESS: 5522 36th Street South Fargo, ND 58104

PRIMARY PHONE: (701)-219-1596

ALTERNATIVE PHONE: (701)-205-4979

EMAIL: don@dabberthomes.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Don Dabbert Jr.

ADDRESS: 5522 36th Street South Fargo, ND 58104

PRIMARY PHONE: (701)-219-1596

ALTERNATIVE PHONE: (701)-205-4979

EMAIL: don@dabberthomes.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: River's Edge 2nd Addition

SECTION, TOWNSHIP, RANGE: Section 18 Township 138 North, Range 319 West

TOTAL ACRES: 82.08

NUMBER OF LOTS: 121 total (110 residential, 5 HOA, 4 Park, 2 City)

PROPOSED LAND USE AND ZONING: R-4 & Public Facilities District (See Below)

4

BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Reason for application is to create residential development with related infrastructure per the City of Horace Comprehensive Plan and to help meet the need of the residential housing market.

Proposed Land Use and Zoning (above):

R-4 Intermediate Density Residential District: Lot 1, Block 1; Lots 1-8, Block 2; Lots 1-16, 18-26, Block 3; Lots 1-3, Block 4; Lots 1-8, Block 5; Lots 1-13, Block 6; Lots 1-16, Block 7; Lots 1-10, 12-28, Block 8; Lots 1-3, 5-6, Block 9; Lots 9-16, Block 9

Public Facilities District: Lot 17, Block 3; Lot 11, Block 8; Lot 4, Block 9; Lot 7, Block 9; Lots 17-18, Block 9

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 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.casscountynynd.gov/#Search>)
- ☐ PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)
- ☐ MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGUOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES
- ☐ DRAFT PLAT DOCUMENT
- ☐ DRAINAGE PLAN
- ☐ TABLE SHOWING BREAKDOWN OF LAND USE ACREAGE AND LAND DEDICATION PROPOSED TO MEET CITY ORDINANCE LAND DEDICATION REQUIREMENTS OF TITLE IV SECTION 17.8.10 (EXCEL FORMAT PREFERRED)

8

SIGNATURE



OWNER SIGNATURE

06/09/2022

DATE



REPRESENTATIVE SIGNATURE

06/09/2022

DATE

SUBDIVISION FEE SCHEDULE

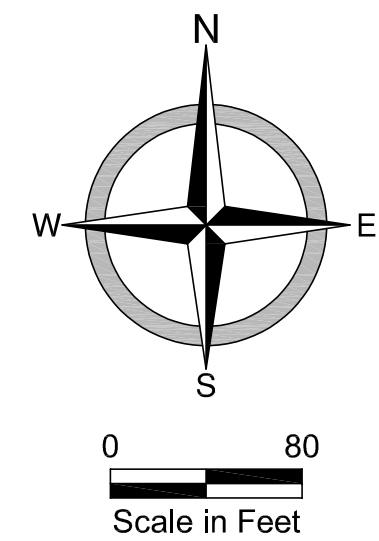
- ☐ SUBDIVISION (1-4 LOTS): \$350.00 BASE FEE + \$20 PER LOT
- ☐ SUBDIVISION (5 OR MORE): \$600.00 BASE FEE + \$20 PER LOT

DATE FEE PAID: 01/18/22

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

RIVER'S EDGE SECOND ADDITION
TO THE CITY OF HORACE, BEING PARTS OF THE NORTHWEST QUARTER, THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER,
ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



BEARINGS ARE BASED ON THE N.D. STATE
PLANE COORDINATE SYSTEM (SOUTH ZONE).
GROUND DISTANCES ARE SHOWN AND ARE IN
TERMS OF INTERNATIONAL FEET.

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6153
- (10,200) LOT AREAS IN SQ. FT.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- L ARC LENGTH
- R RADIUS LENGTH
- Δ CENTRAL ANGLE
- PLAT BOUNDARY LINE
- - - LOT LINE
- - - EXISTING EASEMENT LINE
- EXISTING LOT LINE

NOTES:

- UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHTS-OF-WAY AS SHOWN UNLESS OTHERWISE NOTED.
- STORM SEWER/DRAINAGE EASEMENTS ARE 10' WIDE LYING 5' ON EACH SIDE OF SIDE PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
- PROJECT BENCHMARK: "FMM 09" (ALUMINUM ROD INSIDE SLEEVE) 720± NORTH OF INTERSECTION OF CO. RD 17 AND 76TH AVE. S., ON WEST SIDE OF CO. RD 17. ELEVATION = 908.75 (NAVD 88 DATUM)

OTHER EASEMENTS OF RECORD

- WATER LINE EASEMENT GRANTED TO CASS RURAL WATER USERS, INC. RECORDED AS DOCUMENT NO. 501115 (BOOK X-6, PAGE 284).

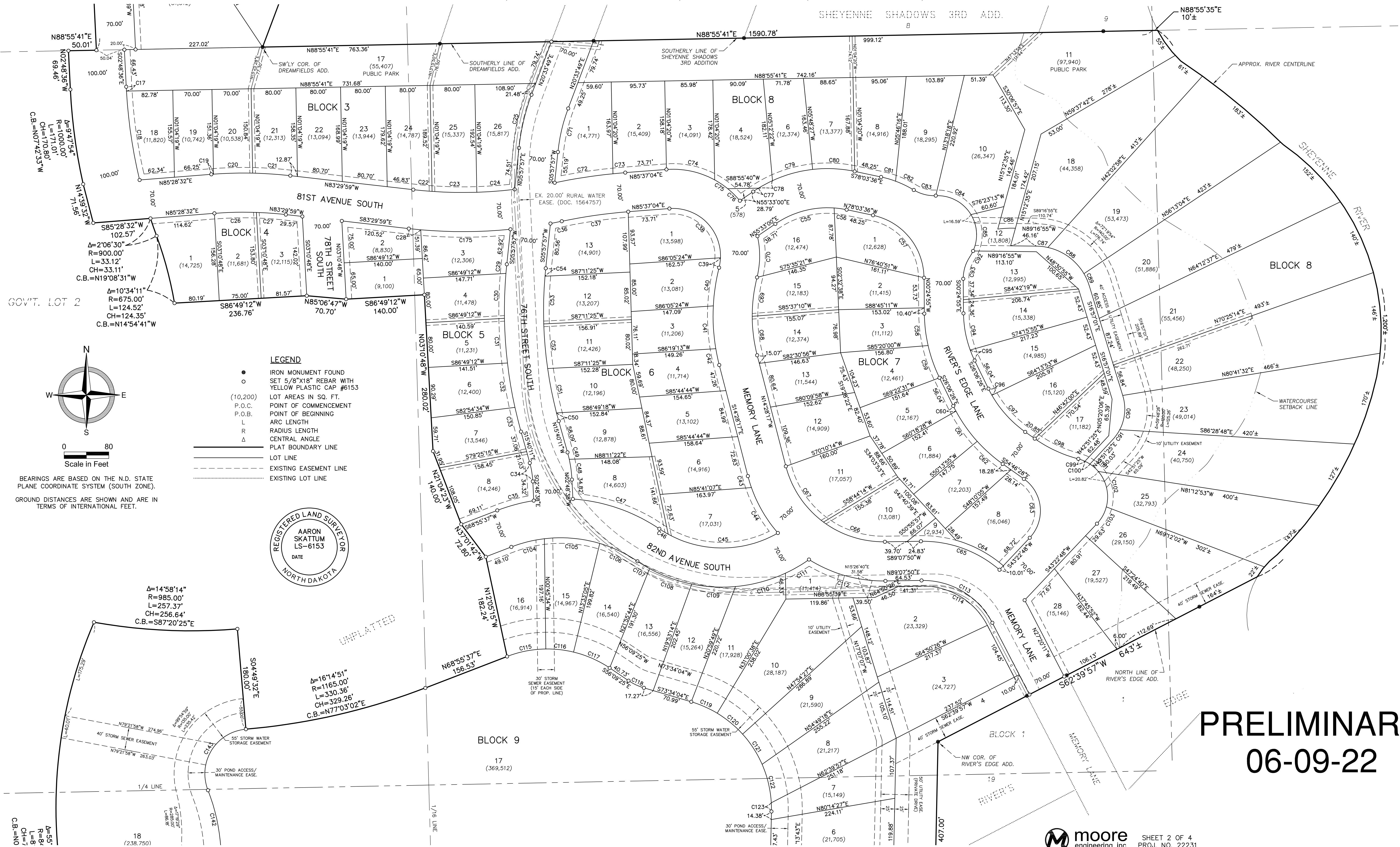


PRELIMINARY
06-09-22

Curve Table				Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	112.10'	500.00'	12°50'43"	C44	94.56'	250.00'	21°40'19"	C87	20.53'	100.00'	11°45'55"
C2	243.37'	500.00'	27°53'17"	C45	204.82'	200.00'	58°40'35"	C88	82.02'	100.00'	46°59'37"
C3	131.27'	500.00'	15°02'34"	C46	18.69'	200.00'	5°21'13"	C89	23.69'	100.00'	13°34'22"
C4	96.40'	430.00'	12°50'43"	C47	165.31'	315.00'	30°04'08"	C90	62.09'	80.00'	44°28'07"
C5	68.94'	95.00'	41°34'38"	C48	36.60'	220.00'	9°31'59"	C91	21.42'	80.00'	15°20'19"
C6	62.14'	95.00'	37°28'36"	C49	12.77'	220.00'	3°19'33"	C92	11.71'	70.00'	9°35'04"
C7	66.43'	95.00'	40°04'03"	C50	15.14'	730.00'	1°11'18"	C93	42.00'	70.00'	34°22'35"
C8	62.62'	95.00'	37°45'54"	C51	80.93'	730.00'	6°21'07"	C94	67.03'	195.00'	19°41'38"
C9	54.99'	95.00'	33°10'01"	C52	80.10'	730.00'	6°17'12"	C95	20.41'	195.00'	5°59'53"
C10	51.98'	25.00'	119°07'17"	C53	85.29'	730.00'	6°41'39"	C96	13.25'	205.00'	3°42'16"
C11	30.95'	25.00'	70°55'55"	C54	14.20'	730.00'	1°06'52"	C97	89.31'	205.00'	24°57'46"
C12	97.17'	430.00'	12°56'53"	C55	111.04'	165.00'	38°33'35"	C98	86.36'	240.00'	20°37'02"
C13	15.72'	430.00'	2°05'41"	C56	22.55'	165.00'	7°49'49"	C99	12.56'	70.00'	10°16'49"
C14	74.43'	570.00'	7°28'54"	C57	155.84'	115.00'	77°38'41"	C100	10.30'	70.00'	8°26'03"
C15	93.62'	570.00'	9°24'39"	C58	57.58'	265.00'	12°26'57"	C101	20.07'	70.00'	16°25'51"
C16	109.39'	570.00'	10°59'45"	C59	61.25'	265.00'	13°14'34"	C102	67.38'	70.00'	55°09'00"
C17	7.73'	900.00'	0°29'30"	C60	10.60'	275.00'	2°12'31"	C103	34.79'	70.00'	28°28'34"
C18	160.86'	900.00'	10°14'26"	C61	65.99'	275.00'	13°44'59"	C104	60.94'	245.00'	14°15'07"
C19	3.88'	735.00'	0°18'08"	C62	61.00'	275.00'	12°42'32"	C105	100.00'	245.00'	23°23'10"
C20	70.03'	735.00'	5°27'32"	C63	119.92'	70.00'	98°09'16"	C106	74.75'	245.00'	17°28'55"
C21	67.52'	735.00'	5°15'48"	C64	96.58'	220.00'	25°09'07"	C107	25.56'	270.00'	5°25'26"
C22	33.79'	782.00'	2°28'32"	C65	152.66'	210.00'	41°39'03"	C108	80.39'	270.00'	17°03'34"
C23	80.09'	782.00'	5°52'06"	C66	117.23'	180.00'	37°18'58"	C109	78.71'	270.00'	16°42'08"
C24	67.76'	782.00'	4°57'52"	C67	122.78'	180.00'	39°04'54"	C110	92.73'	270.00'	19°40'40"
C25	98.09'	385.00'	14°35'52"	C68	70.32'	280.00'	14°23'24"	C111	48.76'	270.00'	10°20'47"
C26	75.08'	665.00'	6°28'08"	C69	70.32'	280.00'	14°23'25"	C112	143.98'	250.00'	32°59'53"
C27	52.88'	665.00'	4°33'21"	C70	74.42'	155.00'	27°30'31"	C113	155.24'	140.00'	63°31'58"
C28	21.46'	802.00'	1°26'34"	C71	80.26'	315.00'	14°35'52"	C114	144.15'	130.00'	63°31'58"
C29	16.54'	800.00'	1°11'04"	C72	105.34'	975.00'	6°11'25"	C115	70.91'	200.00'	20°18'50"
C30	80.35'	800.00'	5°45'17"	C73	22.19'	975.00'	1°18'15"	C116	49.95'	200.00'	14°18'38"
C31	80.04'	800.00'	5°43'56"	C74	89.57'	155.00'	33°06'40"	C117	70.83'	200.00'	20°17'30"
C32	80.54'	800.00'	5°46'05"	C75	28.27'	155.00'	10°26'58"	C118	30.39'	100.00'	17°24'39"
C33	44.62'	800.00'	3°11'46"	C76	30.45'	155.00'	11°15'21"	C119	50.89'	200.00'	14°34'42"
C34	33.66'	150.00'	12°51'33"	C77	11.30'	235.00'	2°45'17"	C120	58.98'	200.00'	16°53'50"
C35	67.58'	315.00'	12°17'31"	C78	28.47'	235.00'	6°56'26"	C121	64.55'	200.00'	18°29'34"
C36	20.68'	852.00'	1°23'27"	C79	74.86'	235.00'	18°15'03"	C122	71.04'	200.00'	20°21'09"
C37	120.16'	905.00'	7°36'27"	C80	75.65'	235.00'	18°26'38"	C123	15.62'	200.00'	4°28'33"
C38	143.35'	85.00'	96°37'32"	C81	26.87'	185.00'	8°19'20"	C124	20.20'	100.00'	11°34'18"
C39	17.90'	85.00'	12°03'57"	C82	36.17'	185.00'	11°12'13"	C125	31.89'	100.00'	18°16'24"
C40	69.24'	350.00'	11°20'03"	C83	41.34'	70.00'	33°50'03"	C141	166.50'	100.00'	95°24'00"
C41	76.81'	350.00'	12°34'25"	C84	74.85'	70.00'	61°15'51"	C142	107.04'	340.00'	18°02'15"
C42	29.77'	350.00'	4°52'22"	C85	67.78'	70.00'	55°28'51"	C143	148.91'	80.00'	106°38'55"
C43	21.46'	250.00'	4°55'06"	C86	31.57'	210.00'	8°36'48"	C175	160.61'	852.00'	10°48'02"

RIVER'S EDGE SECOND ADDITION

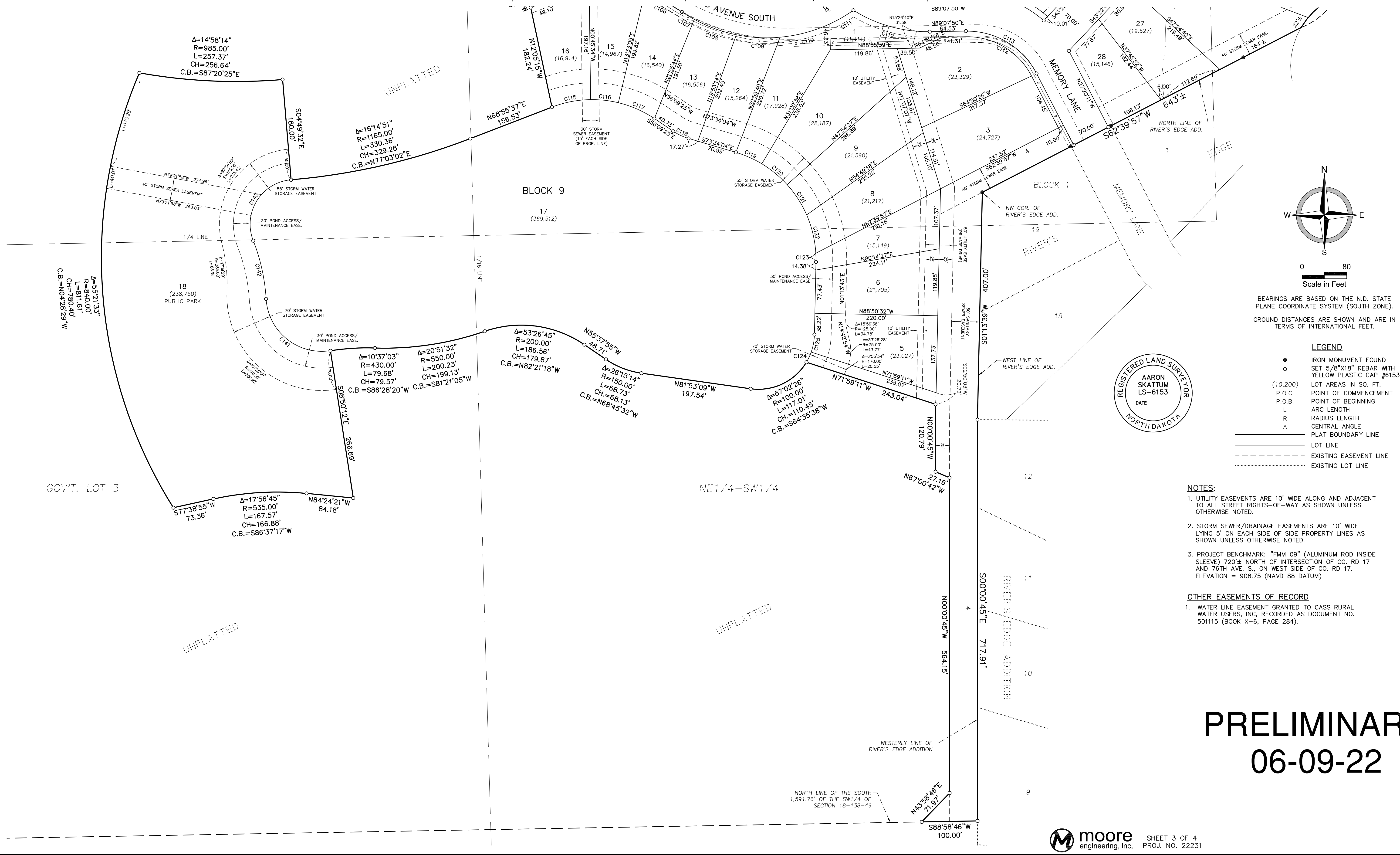
TO THE CITY OF HORACE, BEING PARTS OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



PRELIMINARY
06-09-22

RIVER'S EDGE SECOND ADDITION

TO THE CITY OF HORACE, BEING PARTS OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



RIVER'S EDGE SECOND ADDITION
TO THE CITY OF HORACE, BEING PARTS OF THE NORTHWEST QUARTER, THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER,
ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

AARON SKATTUM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "RIVER'S EDGE SECOND ADDITION" TO THE CITY OF HORACE, BEING PARTS OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 58 MINUTES 27 SECONDS EAST, ON AN ASSIGNED BEARING, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1,188.70 FEET THE NORTHEAST CORNER OF AUDITOR'S LOT 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AUDITOR'S LOT 1, ACCORDING TO THE RECORDED PLATS THEREOF, THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 58 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 862.51 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S LOT 1, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF DREAMFIELDS ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 20 DEGREES 33 MINUTES 38 SECONDS WEST ALONG THE WESTERLY LINE OF SAID DREAMFIELDS ADDITION A DISTANCE OF 1,424.74 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID DREAMFIELDS ADDITION, AND THE SOUTHERLY LINE OF SHEYENNE SHADOWS THIRD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 1,590.78 FEET TO THE NORTHEAST CORNER OF THE SOUTEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 55 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER A DISTANCE OF 10 FEET, MORE OR LESS, TO THE CENTERLINE OF THE SHEYENNE RIVER; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID SHEYENNE RIVER A DISTANCE OF 1,200 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF RIVER'S EDGE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 62 DEGREES 39 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 643 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID RIVER'S EDGE ADDITION; THENCE SOUTH 01 DEGREE 13 MINUTES, 39 SECONDS WEST ALONG THE WESTERLY LINE OF SAID RIVER'S EDGE ADDITION A DISTANCE OF 407.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST CONTINUING ALONG THE WESTERLY LINE OF SAID RIVER'S EDGE ADDITION A DISTANCE OF 717.91 FEET TO THE NORTH LINE OF THE SOUTH 1,591.76 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 88 DEGREES 58 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 100.00 FEET; THENCE NORTH 43 DEGREES 58 MINUTES 46 SECONDS EAST A DISTANCE OF 71.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST A DISTANCE OF 564.15 FEET; THENCE NORTH 67 DEGREES 00 MINUTES 42 SECONDS WEST A DISTANCE OF 27.16 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST A DISTANCE OF 120.79 FEET; THENCE NORTH 71 DEGREES 59 MINUTES 11 SECONDS WEST A DISTANCE OF 243.04 FEET; THENCE SOUTHWESTERLY 117.01 FEET ALONG A NON-TANGENTIAL CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 67 DEGREES 02 MINUTES 26 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 64 DEGREES 35 MINUTES 38 SECONDS WEST WITH A CHORD LENGTH OF 110.45 FEET; THENCE NORTH 81 DEGREES 53 MINUTES 09 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 197.54 FEET; THENCE NORTHWESTERLY 68.73 FEET ALONG A TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 15 MINUTES 14 SECONDS; THENCE NORTH 55 DEGREES 37 MINUTES 55 SECONDS WEST A DISTANCE OF 46.71 FEET; THENCE WESTERLY 186.56 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 53 DEGREES 26 MINUTES 45 SECONDS; THENCE SOUTHWESTERLY 200.23 FEET ALONG A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 20 DEGREES 51 MINUTES 32 SECONDS; THENCE WESTERLY ALONG A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 03 SECONDS; THENCE SOUTH 08 DEGREES 50 MINUTES 12 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 266.69 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 21 SECONDS WEST A DISTANCE OF 84.18 FEET; THENCE WESTERLY 167.57 FEET ALONG A TANGENTIAL CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 56 MINUTES 45 SECONDS; THENCE SOUTH 77 DEGREES 38 MINUTES 55 SECONDS WEST A DISTANCE OF 73.36 FEET; THENCE NORTHERLY 811.61 FEET ALONG A NON-TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 840.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 21 MINUTES 33 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 04 DEGREES 28 MINUTES 29 SECONDS WEST WITH A CHORD LENGTH OF 780.40 FEET; THENCE EASTERLY 257.37 FEET ALONG A NON-TANGENTIAL CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 985.00 FEET AND A CENTRAL ANGLE OF 14 DEGREES 58 MINUTES 14 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 87 DEGREES 20 MINUTES 24 SECONDS EAST WITH A CHORD LENGTH OF 256.64 FEET; THENCE SOUTH 04 DEGREES 49 MINUTES 32 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.00 FEET; THENCE NORTHEASTERLY 330.36 FEET ALONG A NON-TANGENTIAL CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,165.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 14 MINUTES 51 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 77 DEGREES 03 MINUTES 02 SECONDS EAST WITH A CHORD LENGTH OF 329.26 FEET; THENCE NORTH 68 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 156.53 FEET; THENCE NORTH 12 DEGREES 05 MINUTES 15 SECONDS WEST A DISTANCE OF 182.24 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 42 SECONDS WEST A DISTANCE OF 72.80 FEET; THENCE NORTH 21 DEGREES 04 MINUTES 23 SECONDS WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 03 DEGREES 10 MINUTES 48 SECONDS WEST A DISTANCE OF 280.02 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 12 SECONDS WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 47 SECONDS WEST A DISTANCE OF 70.70 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 12 SECONDS WEST A DISTANCE OF 236.76 FEET; THENCE NORTHWESTERLY 124.52 FEET ALONG A NON-TANGENTIAL CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 34 MINUTES 11 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 14 DEGREES 54 MINUTES 41 SECONDS WEST WITH A CHORD LENGTH OF 124.35 FEET; THENCE NORTHWESTERLY 33.12 FEET ALONG A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 02 DEGREES 06 MINUTES 30 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 19 DEGREES 08 MINUTES 31 SECONDS WEST WITH A CHORD LENGTH OF 33.11 FEET; THENCE SOUTH 85 DEGREES 28 MINUTES 32 SECONDS WEST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 102.57 FEET; THENCE NORTH 14 DEGREES 39 MINUTES 32 SECONDS WEST A DISTANCE OF 71.56 FEET; THENCE NORTHERLY 171.01 FEET ALONG A TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 47 MINUTES 54 SECONDS; THENCE NORTH 02 DEGREES 48 MINUTES 36 SECONDS WEST A DISTANCE OF 69.46 FEET TO THE SOUTH LINE OF SAID AUDITOR'S LOT 2; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS EAST ALONG THE SOUTH LINE OF SAID AUDITOR'S LOT 2 A DISTANCE OF 50.01 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S LOT 1; THENCE NORTH 02 DEGREES 48 MINUTES 39 SECONDS WEST ALONG THE WESTERLY LINE OF SAID AUDITOR'S LOT 1 A DISTANCE OF 1,325.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 82.08 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

AARON SKATTUM
REGISTERED LAND SURVEYOR
REG. NO. LS-6153



STATE OF MINNESOTA
COUNTY OF BELTRAMI

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AARON SKATTUM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, BELTRAMI COUNTY, MINNESOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF RIVER'S EDGE SECOND ADDITION TO THE CITY OF HORACE, A PART OF THE SECTION 18, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF AARON SKATTUM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE LOT 11, BLOCK 8, LOT 17, BLOCK 3; LOT 4, BLOCK 9; AND LOT 18, BLOCK 9 AS PUBLIC PARKS, AND ALL STREETS, AVENUES, UTILITY, SANITARY SEWER, AND STORM SEWER/DRAINAGE EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: DABBERT CUSTOM HOMES, LLC

MORTGAGEE: BANK FORWARD

DONALD A. DABBERT, JR., PRESIDENT

OWNER: RIVER'S EDGE ESTATES, LLC

MORTGAGEE: BANK FORWARD

DONALD A. DABBERT, JR., PRESIDENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DONALD A. DABBERT, JR., KNOWN TO ME TO BE THE PERSON THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: CITY OF HORACE

KORY PETERSON, MAYOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KORY PETERSON, KNOWN TO ME TO BE THE PERSON THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAMEAS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF HORACE IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

DAMON K. DeVILLERS, CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF RICHLAND

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAMON K. DeVILLERS, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, RICHLAND COUNTY, NORTH DAKOTA

HORACE CITY COUNCIL APPROVAL

THIS PLAT IN THE CITY OF HORACE IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

KORY PETERSON, MAYOR

BRENTON HOLPER, INTERIM CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KORY PETERSON, MAYOR, AND BRENTON HOLPER, INTERIM CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

HORACE PLANNING 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

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RUSSELL SAHR, CHAIRMAN OF THE HORACE PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

HORACE CITY ATTORNEY 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

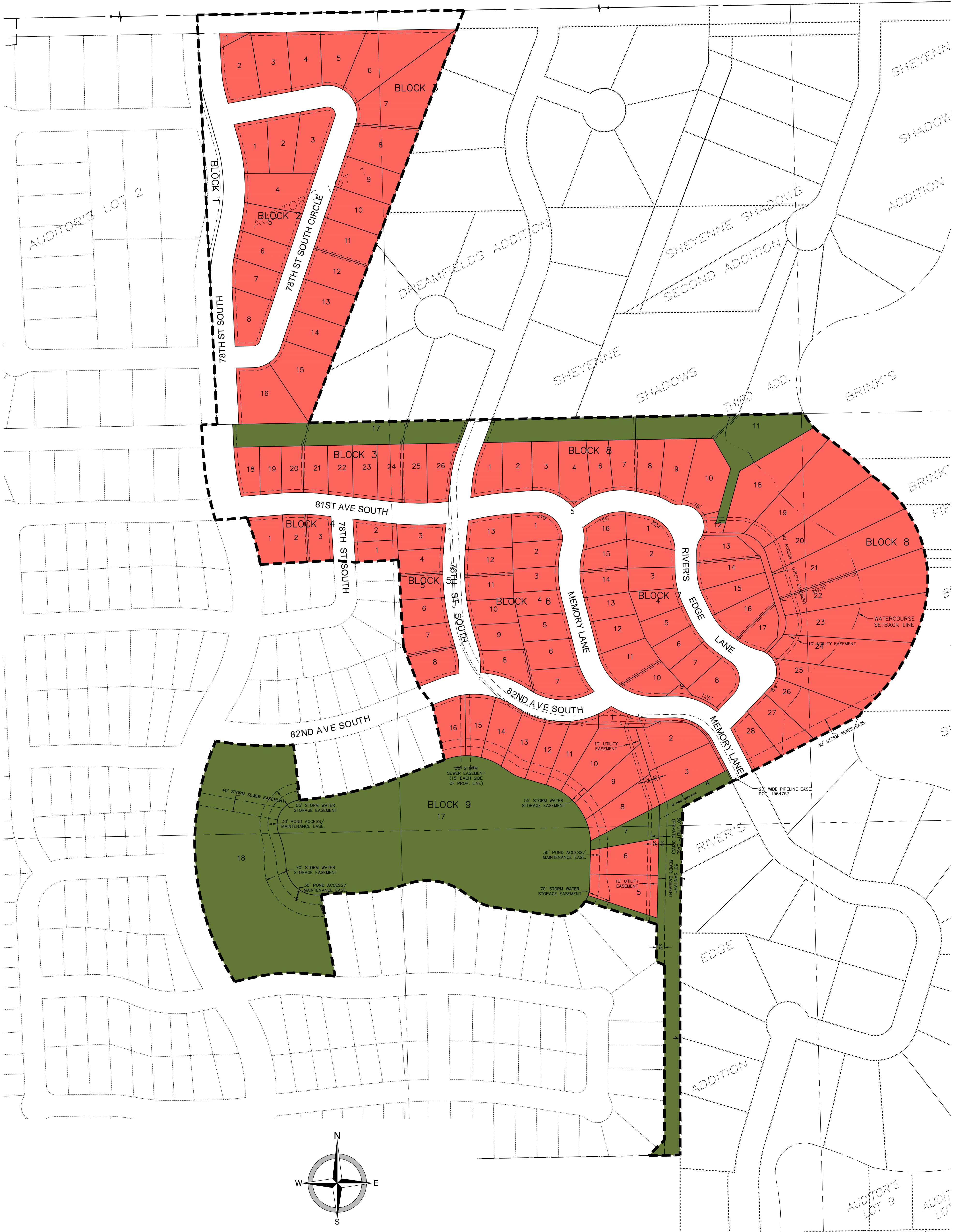
ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LUKAS W. CROAKER, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

PRELIMINARY
06-09-22

RIVER'S EDGE 2ND ADDITION - ZONING DISTRICT EXHIBIT

Horace, ND



2021 Cass County Real Estate Tax Statement

Your cancelled check is your receipt for your payment.
Receipt available upon request.

Parcel Number: 15-0000-01680-030
Statement Number: 210152636-0
Group Number: 10068

DABBERT CUSTOM HOMES LLC
5522 36TH ST S
FARGO, ND 58104-6784

WT
LAND



Total tax due: 998.17
Less 5% discount: 17.41
Amount due by Feb 15, 2022 980.76

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 824.06
Payment 2: Pay by Oct 17, 2022 174.11

Amount applied to this statement

MAKE CHECK PAYABLE TO:
Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806



▼ Detach here and mail with your payment ▼

2021 Cass County Real Estate Tax Statement

Parcel Number: 15-0000-01680-030
Owner: DABBERT CUSTOM HOMES LLC
Legal Description: Lot: 1 Block: 18 Addition: Additional: 18-138-49 17.63 AC AUDITOR'S LOT 1 OF N1/2 NW1/4
**1-4-16 SPL FRM 15-0000-01680-020 PER AUD PLAT DOC#1460935

Jurisdiction: Horace City
Physical Address: N/A
HORACE, ND 58047

	2019	2020	2021
Legislative tax relief	156.50	167.91	164.33
Property Valuation			
True & Full Value	22,700	24,300	24,100
Taxable Value	1,135	1,215	1,205
Total mill levy	285.59	284.72	288.97
Summary of Taxes			
Consolidated Tax	324.15	345.93	348.22
Total Tax	324.15	345.93	348.22
Taxes by District (in dollars)			
County	59.36	62.05	61.21
State Medical	1.14	1.22	1.21
County Soil Conservation	0.43	0.53	0.59
City of Horace	68.96	73.48	72.43
Horace Rural Fire	14.76	14.18	15.67
Horace Park District	19.05	20.27	20.15
West Fargo Public School District #6	155.79	169.43	172.51
Southeast Water Resource District	4.66	4.77	4.45
Total Tax	324.15	345.93	348.22
Net effective tax rate %	1.43	1.42	1.44

Statement Number: 210152636-0

2021 TAX BREAKDOWN

Net consolidated tax 348.22
Plus: Special Assessments 641.13
Plus: Drains 8.82
Total tax due: 998.17
Less 5% discount 17.41
if paid by Feb 15, 2022
Amount due by Feb 15, 2022 980.76

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 824.06
Payment 2: Pay by Oct 17, 2022 174.11

FOR ASSISTANCE, CONTACT:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5600

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Tax payments by e-check or credit card can be made online at www.casscountynynd.gov. There is a convenience fee of 2.65% of the transaction amount with a minimum fee of \$1.00 for all credit card payments.

**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

****PLEASE USE THE DROP BOX IN FRONT OF THE COURTHOUSE, MAIL YOUR CHECK WITH STUB OR PAY ONLINE****

2021 Cass County Real Estate Tax Statement

Your cancelled check is your receipt for your payment.
Receipt available upon request.

Parcel Number: 64-0000-01750-070

Statement Number: 210167967-0

Group Number: 10068

DABBERT CUSTOM HOMES LLC
5522 36TH ST S
FARGO, ND 58104-6784

NT
LAW



Total tax due: 1,017.77
Less 5% discount: 49.29
Amount due by Feb 15, 2022 968.48

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 524.89
Payment 2: Pay by Oct 17, 2022 492.88

Amount applied to this statement

MAKE CHECK PAYABLE TO:
Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806



▼ Detach here and mail with your payment ▼

2021 Cass County Real Estate Tax Statement

Parcel Number:

64-0000-01750-070

Jurisdiction:

Stanley Township

Owner:

DABBERT CUSTOM HOMES LLC

Physical Address:

RURAL ADDRESS
STANLEY TOWNSHIP, ND 99999

Legal Description:

Lot: 0 Block: 18 Addition: Southwest Quarter Additional: 18-138-49 64.00 AC THAT PT OF SEC 18
LYING WLY OF THE SHEYENNE RIVER & MORE PARTICULARLY DESC AS FOLL: COMM
AT THE NW COR OF SEC 18 THN N 88DG58'25" E ON AN ASSM BRG & ALG THE N LN OF SEC

	2019	2020	2021
Legislative tax relief	597.02	612.88	598.66

Property Valuation

True & Full Value	86,600	88,700	87,800
Taxable Value	4,330	4,435	4,390
Total mill levy	222.83	221.54	224.55

Summary of Taxes

Consolidated Tax	964.87	982.54	985.77
Total Tax	964.87	982.54	985.77

Taxes by District (in dollars)

County	226.46	226.50	223.01
State Medical	4.33	4.44	4.39
County Soil Conservation	1.65	1.95	2.15
Horace Rural Fire	56.29	51.76	57.07
West Fargo Public School District #6	594.34	618.46	628.47
Stanley Township	64.00	62.00	54.48
Southeast Water Resource District	17.80	17.43	16.20
Total Tax	964.87	982.54	985.77
Net effective tax rate %	1.11	1.11	1.12

Statement Number: 210167967-0

2021 TAX BREAKDOWN

Net consolidated tax	985.77
Plus: Special Assessments	0.00
Plus: Drains	32.00
Total tax due:	1,017.77
Less 5% discount	
if paid by Feb 15, 2022	49.29
Amount due by Feb 15, 2022	968.48

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 524.89
Payment 2: Pay by Oct 17, 2022 492.88

FOR ASSISTANCE, CONTACT:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5600

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Tax payments by e-check or credit card can be made online at www.casscountyny.gov. There is a convenience fee of 2.65% of the transaction amount with a minimum fee of \$1.00 for all credit card payments.

**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

****PLEASE USE THE DROP BOX IN FRONT OF THE COURTHOUSE, MAIL YOUR CHECK WITH STUB OR PAY ONLINE****

2021 Cass County Real Estate Tax Statement

Your cancelled check is your receipt for your payment.
Receipt available upon request.

Parcel Number: 64-0000-01750-080
Statement Number: 210167968-0
Group Number: 10068

DABBERT CUSTOM HOMES LLC
5522 36TH ST S
FARGO, ND 58104-6784

W/T
Land



Total tax due: 253.88
Less 5% discount: 12.30
Amount due by Feb 15, 2022 241.58

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 130.93
Payment 2: Pay by Oct 17, 2022 122.95

Amount applied to this statement

MAKE CHECK PAYABLE TO:
Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806



▼ Detach here and mail with your payment ▼

2021 Cass County Real Estate Tax Statement

Parcel Number: 64-0000-01750-080
Jurisdiction: Stanley Township
Owner: DABBERT CUSTOM HOMES LLC
Physical Address: RURAL ADDRESS
STANLEY TOWNSHIP, ND 99999

Legal Description:

Lot: 0 Block: 18 Addition: Southwest Quarter Additional: 18-138-49 16.112 AC THAT PT OF NE1/4 OF SW1/4 TOGETHER W/PART OF GOVT LT 3 IN SEC 18 DESC AS FOLL: COMM AT THE SW COR OF DREAMFIELDS ADDN; THN S 02DG48'38" E (ASSM BRG) PARA W/THE WLY LN OF

Statement Number: 210167968-0

2021 TAX BREAKDOWN

Net consolidated tax 245.90
Plus: Special Assessments 0.00
Plus: Drains 7.98
Total tax due: 253.88
Less 5% discount 12.30
if paid by Feb 15, 2022
Amount due by Feb 15, 2022 241.58

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 130.93
Payment 2: Pay by Oct 17, 2022 122.95

FOR ASSISTANCE, CONTACT:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
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**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

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	2019	2020	2021
Legislative tax relief	151.67	152.70	149.33
Property Valuation			
True & Full Value	22,000	22,100	21,900
Taxable Value	1,100	1,105	1,095
Total mill levy	222.83	221.54	224.55
Summary of Taxes			
Consolidated Tax	245.12	244.81	245.90
Total Tax	245.12	244.81	245.90
Taxes by District (in dollars)			
County	57.53	56.43	55.63
State Medical	1.10	1.11	1.10
County Soil Conservation	0.42	0.49	0.54
Horace Rural Fire	14.30	12.90	14.24
West Fargo Public School District #6	150.99	154.09	156.76
Stanley Township	16.26	15.45	13.59
Southeast Water Resource District	4.52	4.34	4.04
Total Tax	245.12	244.81	245.90
Net effective tax rate %	1.11	1.11	1.12

2021 Cass County Real Estate Tax Statement

Your cancelled check is your receipt for your payment.
Receipt available upon request.

Parcel Number: 64-0000-01750-090
Statement Number: 210167969-0
Group Number: 10068

DABBERT CUSTOM HOMES LLC
5522 36TH ST S
FARGO, ND 58104-6784

WT
Land

▼ Detach here and mail with your payment ▼



Total tax due: 882.87
Less 5% discount: 42.61
Amount due by Feb 15, 2022 840.26

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 456.78
Payment 2: Pay by Oct 17, 2022 426.09

Amount applied to this statement

MAKE CHECK PAYABLE TO:
Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806



2021 Cass County Real Estate Tax Statement

Statement Number: 210167969-0

Parcel Number: 64-0000-01750-090
Jurisdiction: Stanley Township
Owner: DABBERT CUSTOM HOMES LLC
Physical Address: RURAL ADDRESS
STANLEY TOWNSHIP, ND 99999

Legal Description:

Lot: 0 Block: 18 Addition: Additional: 18-138-49 61.70 AC THAT PT OF SEC 18 DESC AS FOLL:
COMM AT THE NE COR OF NW1/4 OF SEC 18; THN S 88DG58'27" W (ASSM BRG) ALG THE
NLY LN OF NW1/4 OF SEC 18 FOR A DIST OF 260.61' TO THE NW COR OF SHEYENNE

2021 TAX BREAKDOWN

Net consolidated tax 852.18
Plus: Special Assessments 0.00
Plus: Drains 30.69
Total tax due: 882.87
Less 5% discount 42.61
Amount due by Feb 15, 2022 840.26

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2022 456.78
Payment 2: Pay by Oct 17, 2022 426.09

FOR ASSISTANCE, CONTACT:

Cass County Finance
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5600

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**Notes:

- If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
- Discount is 5% of Net Consolidated Tax.

****PLEASE USE THE DROP BOX IN FRONT OF THE COURTHOUSE, MAIL YOUR CHECK WITH STUB OR PAY ONLINE****

	2019	2020	2021
Legislative tax relief	437.08	529.96	517.53
Property Valuation			
True & Full Value	63,400	76,700	75,900
Taxable Value	3,170	3,835	3,795
Total mill levy	222.83	221.54	224.55
Summary of Taxes			
Consolidated Tax	706.36	849.60	852.18
Total Tax	706.36	849.60	852.18
Taxes by District (in dollars)			
County	165.79	195.85	192.79
State Medical	3.17	3.84	3.80
County Soil Conservation	1.20	1.69	1.86
Horace Rural Fire	41.21	44.75	49.34
West Fargo Public School District #6	435.11	534.79	543.29
Stanley Township	46.85	53.61	47.10
Southeast Water Resource District	13.03	15.07	14.00
Total Tax	706.36	849.60	852.18
Net effective tax rate %	1.11	1.11	1.12

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

February 15, 2022

City of Horace
PO Box 99
Horace, ND 58047

RE: CASS COUNTY ABSTRACT NOs. 67960, 62499, 69019, 65087, and 63815
PRELIMINARY OPINION

Pursuant to your request, I have examined Stub Abstract of Title No. 67960 which consists of 7A entries, Abstract of Title No. 62499 which consists of 100 entries, Stub Abstract of Title No. 69019 which consists of 7A entries, Abstract of Title No. 65087 which consists of 80 entries, and Stub Abstract of Title No. 63815 which consists of 13A entries, all which have been certified to February 10, 2022, at 06:59 AM, covering the following described real estate:

TRACT A:

A tract in a portion of Government Lot Two and a portion of Government Lot Three, in Section Eighteen, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Section Eighteen; thence South 02°57'03" East along the West line thereof, 1321.46 feet; thence North 88°45'48" East, 312.64 feet to a point on the Easterly line of the Southeast Cass Water Resource Sheyenne Diversion Channel, 312.50 feet in width as described in Document No. 719714, said point being common to the Southwest corner of that certain tract of land described as Auditor's Lot No. 2, in Document No. 1460936, the Point of Beginning; thence continuing North 88°45'48" East 1170.46 feet to a point common to the Southwest corner of that certain tract of land described as Dreamfields Addition, in Document No. 1413588, and also being common to that certain tract of land as described in Document No. 1434354; thence South 02°59'59" East, 2388.79 feet to a point common with the Southwest corner of that certain tract of land described in Document No. 1497497, also being a point on the North line of the South 1591.76 feet of the Southwest Quarter of said Section Eighteen of that certain tract of land described in Document No. 1370112; thence South 88°47'23" West along said North line of the South 1591.76 feet of the Southwest Quarter of Section Eighteen, 1172.52 feet to a point on said Easterly line of the Southeast Cass Water Resource Sheyenne Diversion Channel; thence North 02°57'03" West along said Easterly line, said line being parallel to and 312.50 feet distant to said West line of Section Eighteen, 2388.18 feet to the point of beginning;

TRACT B:

That part of Section Eighteen, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section Eighteen; thence South $88^{\circ}58'27''$ West (assumed bearing) along the Northerly line of the Northwest Quarter of said Section Eighteen, for a distance of 260.61 feet to the Northwest corner of Sheyenne Shadows Second Addition, said plat being on file at the Cass County Recorder's Office; thence South $01^{\circ}01'33''$ West, along the Westerly boundary of said Sheyenne Shadows Second Addition, for a distance of 100.06 feet to the Northwest corner of Sheyenne Shadows Third Addition, said plat being on file at said Recorder's Office; thence continue South $01^{\circ}01'33''$ West, along the Westerly boundary of said Sheyenne Shadows Third Addition, for a distance of 84.94 feet to an angle point along the Westerly boundary of said Sheyenne Shadows Third Addition; thence South $20^{\circ}33'38''$ West, along the Westerly boundary of said Sheyenne Shadows Third Addition, for a distance of 1,225.15 feet to a point of intersection with the Northerly line of the South Half of the Northwest Quarter of said Section Eighteen, said point also being the Southwest corner of said Sheyenne Shadows Third Addition and the true point of beginning; thence South $88^{\circ}55'36''$ West, along the Northerly line of the South Half of the Northwest Quarter of said Section Eighteen, for a distance of 860.62 feet; thence South $02^{\circ}48'38''$ East, parallel with the Westerly line of the Northwest Quarter of said Section Eighteen, for a distance of 1,750.00 feet; thence North $88^{\circ}52'44''$ East, parallel with the Northerly line of the Southwest Quarter of said Section Eighteen, for a distance of 1,113.04 feet to a point of intersection with the Westerly boundary of a tract of land described in Document No. 733824, on file at said Recorder's Office; thence North $00^{\circ}00'45''$ West, along the Westerly boundary of a tract of land described in said Document No. 733824, for a distance of 77.33 feet to the Northwest corner of a tract of land described in said Document No. 733824, said point also being an angle point along the Westerly boundary of a tract of land described as Tract 1 in Document No. 711818, on file at said Recorder's Office; thence North $01^{\circ}13'39''$ East, along the Westerly boundary of a tract of land described in said Document No. 711818, for a distance of 407.00 feet to the Northwest corner of a tract of land described in said Document No. 711818; thence North $62^{\circ}39'53''$ East, along the Northerly boundary of a tract of land described in said Document No. 711818, for a distance of 686 feet, more or less, to a point of intersection with the centerline of the Sheyenne River; thence Northerly, along the centerline of the said Sheyenne River, for a distance of 1,177 feet, more or less, to a point of intersection with the Northerly line of the South Half of the Northeast Quarter of said Section Eighteen and the Southeast corner of said Sheyenne Shadows Third Addition; thence South $88^{\circ}55'36''$ West, along the Southerly boundary of said Sheyenne Shadows Third Addition, for a distance of 204 feet, more or less, to the Southwest corner of Lot Nine ,Block One, of said Sheyenne Shadows Third Addition; thence continue South $88^{\circ}55'36''$ West, along the Southerly boundary of said Sheyenne Shadows Third Addition, for a distance of 527.00 feet to the true point of beginning, EXCEPTING THEREFROM the following described tract: That part of the Southeast Quarter of the Northwest Quarter and that part of the Southwest Quarter of the Northeast Quarter in Section 18, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the northwesterly corner of RIVER'S EDGE ADDITION to the City of Horace, said plat is on file and of record in the office of the Recorder in said County, from which the northerly line of said RIVER'S EDGE ADDITION bears North

62 degrees 39 minutes 53 seconds East on a record bearing; thence North 016 degrees 03 minutes 54 seconds West for a distance of 155.40 feet; thence South 88 degrees 55 minutes 40 seconds West for a distance of 350.42 feet; thence North 77 degrees 38 minutes 56 seconds West for a distance of 150.00 feet; thence North 57 degrees 22 minutes 07 seconds West for a distance of 175.00 feet; thence North 41 degrees 44 minutes 11 seconds West for a distance of 132.00 feet; thence North 27 degrees 43 minutes 38 seconds West for a distance of 138.50 feet; thence North 09 degrees 10 minutes 48 seconds West for a distance of 145.00 feet; thence North 02 degrees 48 minutes 35 seconds West for a distance of 335.01 feet; thence North 01 degree 04 minutes 20 seconds West for a distance of 279.95 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence North 88 degrees 55 minutes 38 seconds East along the north line of said Southeast Quarter of the Northwest Quarter for a distance of 1267.76 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 37 seconds East along the north line of said Southwest Quarter of the Northeast Quarter for a distance of 10 feet, more or less, to the centerline of the Sheyenne River; thence southeasterly, southerly and southwesterly along the centerline of said Sheyenne River to the intersection with a line bearing North 62 degrees 39 minutes 53 seconds East from the point of beginning, said line also being the northerly line of said RIVER'S EDGE ADDITION; thence South 62 degrees 39 minutes 53 seconds West along the northerly line of said RIVER'S EDGE ADDITION for a distance of 645 feet, more or less, to the point of beginning.

TRACT C:

Auditor's Lot One, a part of the North Half of the Northwest Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota

TRACT D:

That part of the Southeast Quarter of the Northwest Quarter and that part of the Southwest Quarter of the Northeast Quarter in Section 18, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Beginning at the northwesterly corner of RIVER'S EDGE ADDITION to the City of Horace, said plat is on file and of record in the office of the Recorder in said County, from which the northerly line of said RIVER'S EDGE ADDITION bears North 62 degrees 39 minutes 53 seconds East on a record bearing; thence North 016 degrees 03 minutes 54 seconds West for a distance of 155.40 feet; thence South 88 degrees 55 minutes 40 seconds West for a distance of 350.42 feet; thence North 77 degrees 38 minutes 56 seconds West for a distance of 150.00 feet; thence North 57 degrees 22 minutes 07 seconds West for a distance of 175.00 feet; thence North 41 degrees 44 minutes 11 seconds West for a distance of 132.00 feet; thence North 27 degrees 43 minutes 38 seconds West for a distance of 138.50 feet; thence North 09 degrees 10 minutes 48 seconds West for a distance of 145.00 feet; thence North 02 degrees 48 minutes 35 seconds West for a distance of 335.01 feet; thence North 01 degree 04 minutes 20 seconds West for a distance of 279.95 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence North 88 degrees 55 minutes 38 seconds East along the north line of said Southeast Quarter of the Northwest Quarter for a distance of 1267.76 feet to the northwest

corner of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 37 seconds East along the north line of said Southwest Quarter of the Northeast Quarter for a distance of 10 feet, more or less, to the centerline of the Sheyenne River; thence southeasterly, southerly and southwesterly along the centerline of said Sheyenne River to the intersection with a line bearing North 62 degrees 39 minutes 53 seconds East from the point of beginning, said line also being the northerly line of said RIVER'S EDGE ADDITION; thence South 62 degrees 39 minutes 53 seconds West along the northerly line of said RIVER'S EDGE ADDITION for a distance of 645 feet, more or less, to the point of beginning, EXCEPTING THEREFROM A tract of land situated in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, lying Westerly of the Sheyenne River and more particularly described as follows: Beginning at an iron monument located at the Southeast corner of Lot Eight, Block Two, of Dream Fields Addition to the City of Horace, Cass County, North Dakota; thence South 88°55'36" West (assumed bearing) on the South line of said Lot Eight, for a distance of 268.95 feet to an iron monument designating the Southwest corner of said Lot Eight; thence South 20°33'38" West, 79.74 feet; thence North 88°55'36" East, 742.16 feet; thence South 30°06'57" East, 113.30 feet; thence South 15°12'35" West, 184.01 feet; thence Easterly, on an arc to a non-tangential curve, concave Southerly, having a radius of 210.00 feet, a central angle of 8°36'49", an arc length of 31.57 feet, and a chord bearing of North 87°13'36" East; thence North 15°12'35" East, 174.42 feet; thence North 59°37'38" East, 276 feet, more or less, to the intersection of the centerline of the Sheyenne River; thence Northwesterly, along the said centerline for a distance of 60 feet more or less, to the Southeast corner of Sheyenne Shadows Third Addition to the City of Horace, Cass County, North Dakota; thence South 88°55'36" West, on the South line of said Sheyenne Shadows Third Addition, for a distance of 730.98 feet more or less to the point of beginning

TRACT E:

A tract of land situated in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, lying Westerly of the Sheyenne River and more particularly described as follows: Beginning at an iron monument located at the Southeast corner of Lot Eight, Block Two, of Dream Fields Addition to the City of Horace, Cass County, North Dakota; thence South 88°55'36" West (assumed bearing) on the South line of said Lot Eight, for a distance of 268.95 feet to an iron monument designating the Southwest corner of said Lot Eight; thence South 20°33'38" West, 79.74 feet; thence North 88°55'36" East, 742.16 feet; thence South 30°06'57" East, 113.30 feet; thence South 15°12'35" West, 184.01 feet; thence Easterly, on an arc to a non-tangential curve, concave Southerly, having a radius of 210.00 feet, a central angle of 8°36'49", an arc length of 31.57 feet, and a chord bearing of North 87°13'36" East; thence North 15°12'35" East, 174.42 feet; thence North 59°37'38" East, 276 feet, more or less, to the intersection of the centerline of the Sheyenne River; thence Northwesterly, along the said centerline for a distance of 60 feet more or less, to the Southeast corner of Sheyenne Shadows Third Addition to the City of Horace, Cass County,

North Dakota; thence South 88°55'36" West, on the South line of said Sheyenne Shadows Third Addition, for a distance of 730.98 feet more or less to the point of beginning

AND

TRACT F:

Auditor's Lot No. 2 of the Northwest Quarter of the Northwest Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, 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:

As to Tracts A, B, and C: Dabbert Custom Homes, LLC, a North Dakota limited liability company;

As to Tract D: River's Edge Estates, LLC, a North Dakota limited liability company

As to Tract E: City of Horace; AND

As to Tract F: Bryan J Smith, 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. Easements as may appear in the plat.
4. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 9:18 a.m. in Book R-5 of Misc., page 263 as document #455146.
5. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 3:02 p.m. in Book R-5 of Misc., page 295 as document #455166.
6. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 3:03 p.m. in Book R-5 of Misc., page 297 as document #455167.
7. Right of Way Easement granted to Cass Rural Water Users, Inc. recorded April 13, 1976 at 2:35 p.m. in Book X-6 of Misc., page 287 as document #501116.
8. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded February 7, 1983 at 9:04 a.m. in Book K-9 of Misc., page 633 as document #596148.

9. Easement granted to Southeast Cass Water Resource District recorded May 23, 1990 at 3:13 p.m. as document #719715.
10. Warranty Deed recorded May 23, 1990 between Edna Brink and Southeast Cass Water Resource District as document #719714 granting the following to Southeast Cass Water Resource District: That part of the South Half of the Northwest Quarter of Section Eighteen, Township One Hundred Thirty-eight North, Range Forty-nine West, Cass County, North Dakota, described as follows: Beginning at the Southwest corner of said South Half of the Northwest Quarter thence North 02°48'46" West along the West line of said South Half of the Northwest Quarter for a distance of 1326.76 feet to the Northwest corner of said South Half of the Northwest Quarter; thence North 88°55'23" East along the North line of said South Half of the Northwest Quarter for a distance of 312.64 feet; thence South 02°48'46" East for a distance of 1326.48 feet to the South line of said South Half of the Northwest Quarter; thence South 88°52'29" West along the South line of said South Half of the Northwest Quarter for a distance of 312.64 feet to the point of beginning. Said tract contains 9.52 acres, more or less, AND that part of the Southwest Quarter of Section Eighteen, Township One Hundred Thirty-eight North, Range Forty-nine West, Cass County, North Dakota, described as follows: Beginning at the Southwest corner of said Southwest Quarter; thence North 02°48'46" West along the West line of said Southwest Quarter for a distance of 2653.51 feet to the Northwest corner of said Southwest Quarter; thence North 88°52'29" East along the North line of said Southwest Quarter for a distance of 312.64 feet; thence South 02°48'46" East for a distance of 2541.98 feet; thence South 87°29'12" East for a distance of 436.67 feet; thence South 01°01'45" East for a distance of 85.00 feet to the South line of said Southwest Quarter; thence South 88°58'15" West along the South line of said Southwest Quarter for a distance of 745.00 feet to the point of beginning. Said tract contains 20.02 acres, more or less.
11. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded May 4, 2009 at 3:31 p.m. as document #1262962.
12. County Road Easement granted to Cass County, North Dakota recorded July 1, 1946 at 10:12 a.m. in Book W-1 of Misc., page 59 as document #248217.
13. County Road Easement granted to Cass County, North Dakota recorded May 10, 1966 at 2:03 p.m. in Book M-4 of Misc., page 341 as document #407392.
14. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 9:07 a.m. in Book R-5 of Misc., page 240 as document #455135.
15. Right of Way Easement granted to of Cass Rural Water Users, Inc. recorded April 13, 1976 at 2:34 p.m. in Book X-6 of Misc., page 284 as document #501115.

16. 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.
17. Easement granted to Red River Valley & Western Railroad Company service recorded March 10, 1995 at 8:00 a.m. as document #827971.
18. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded May 4, 2009 at 3:31 p.m. as document #1262962.
19. Easements as contained in the survey performed by Ulteig Engineers dated October 18, 2012 as project #12.01803:
 - 33 foot right of way along south and west section lines
 - Sheyenne Diversion along the west line of surveyed tract
 - 60 foot right of way along North line of Section
20. Pipeline Easement granted to Cass Rural Water Users, Inc. recorded June 20, 2019 at 12:01 p.m. as document #1564757.
21. Any and all matters as shown on the Survey Record Plat of Auditor's Lot 1 recorded October 15, 2015 at 3:26 p.m. as document #1460935.
22. Any and all matters as shown on the Survey Record Plat of Auditor's Lot No. 2 recorded October 15, 2015 at 3:27 p.m. as document #1460936.
23. Sheyenne Diversion - Certificate of Survey recorded December 4, 2018 at 12:25 p.m. as document #1552971.
24. Any adverse claim based upon the assertion that: (a) The land or any part thereof is now, or at any time has been, included within the Sheyenne River; (b) Some portion of the land has been created by artificial means, or has accreted to such portion so created; (c) Some portion of the land has been brought within or removed from the boundaries of thereof by an avulsive movement of the Sheyenne River, or has been formed by accretion to any such portion.
25. Riparian rights incident to the Sheyenne River.
26. Matters, if any, arising as a result of the fact that the boundary of the land along the Sheyenne River is not a fixed line and will move.
27. Mortgage executed by Dabbert Custom Homes, LLC in favor of Bank Forward in the amount of \$2,442,959.71 dated December 5, 2019 and recorded December 5, 2019 at 2:58 p.m. as document #1578729. (Affects Tracts A and B)

28. Mortgage executed by River's Edge Estates, LLC in favor of Bank Forward in the amount of \$658,484.00 dated July 15, 2020 and recorded July 15, 2020 at 2:47 p.m. as document #1597677. (Affects Tract in Deed #1583753)
29. Mortgage executed by Bryan J Smith and Patricia Smith in favor of BlackRidgeBank in the amount of \$725,000.00 dated January 28, 2020 and recorded February 7, 2020 at 2:35 p.m. as document #1583013. Note: Authorization to freeze line of credit must be obtained before requesting payoff.
30. Judgments filed by 1) Midland Funding LLC against Brian Smith, 3610 50th St N, Reiles Acres, ND in the amount of \$2,933.88 dated July 23, 2013 and filed July 23, 2013 at 4:27 p.m. as Case #09-2013-CV-02048 and 2) KT Property Management LLC against Patty Smith, 1007 8th Ave N, Fargo, ND in the amount of \$3,420.00 dated February 13, 2018 and filed February 13, 2018 at 4:32 p.m. as Case #09-2018-CV-00310 (Patricia Smith joined in the Mortgage recorded February 7, 2020 as document #1583013 and is a non-vested spouse.); And tax lien filed ND State Tax Department against Brian J Smith, 760 29th St W, Dickinson, ND in the amount of \$6,303.45 filed March 3, 2020 as Case #20-000689623-6.
31. Taxes for the years 2020 and 2021 are shown as unpaid as to Tracts A, B, C, and D.
32. Taxes for the year 2021 are shown as exempt as to Tract E.
33. Taxes for the year 2021 are shown as paid as to Tract F.

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 written in a cursive, flowing style.

Dane McCartney
Attorney



LOAN POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

Countersigned by:

Authorized Countersignature

The Title Company
Company Name

35 4th Street North
Suite 102
Fargo, ND 58102
City, State



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

COVERED RISKS - CONTINUED

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either:
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance; and
 - (ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;
 - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured, or
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
 - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
 - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to

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select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
 - (i) the Amount of Insurance,
 - (ii) the Indebtedness,
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.



10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) The Company's Right to Recover.

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Insured's Rights and Limitations.

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

- (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

- (c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM.

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



SCHEDULE A

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 240696A

Policy No.: M-0000-235306442

Loan No.:

Address Reference: Part of the SE1/4NW1/4 & part of the SW1/4NE1/4 of 18-138-49, Cass County, ND

Amount of Insurance: \$658,484.00

Date of Policy: July 15, 2020 at 02:47 PM

1. Name of Insured:

Bank Forward, its successors and/or assigns as their respective interests may appear.

2. The estate or interest in the Land which is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

River's Edge Estates, LLC

4. The Insured Mortgage and its assignments, if any, are described as follows:

Mortgage from River's Edge Estates, LLC to Bank Forward dated July 15, 2020, filed for record on July 15, 2020 as Document No. 1597677, in the principal sum of \$658,484.00.

5. The Land referred to in this policy is described as follows:

That part of the Southeast Quarter of the Northwest Quarter and that part of the Southwest Quarter of the Northeast Quarter in Section 18, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northwesterly corner of RIVER'S EDGE ADDITION to the City of Horace, said plat is on file and of record in the office of the Recorder in said County, from which the northerly line of said RIVER'S EDGE ADDITION bears North 62 degrees 39 minutes 53 seconds East on a record bearing; thence North 016 degrees 03 minutes 54 seconds West for a distance of 155.40 feet; thence South 88 degrees 55 minutes 40 seconds West for a distance of 350.42 feet; thence North 77 degrees 38 minutes 56 seconds West for a distance of 150.00 feet; thence North 57 degrees 22 minutes 07 seconds West for a distance of 175.00 feet; thence North 41 degrees 44 minutes 11 seconds West for a distance of 132.00 feet; thence North 27 degrees 43 minutes 38 seconds West for a distance of 138.50 feet; thence North 09 degrees 10 minutes 48 seconds West for a distance of 145.00 feet; thence North 02 degrees 48 minutes 35 seconds West for a distance of 335.01 feet; thence North 01 degree 04 minutes 20 seconds West for a distance of 279.95 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence North 88 degrees 55 minutes 38 seconds

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240696A



East along the north line of said Southeast Quarter of the Northwest Quarter for a distance of 1267.76 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 37 seconds East along the north line of said Southwest Quarter of the Northeast Quarter for a distance of 10 feet, more or less, to the centerline of the Sheyenne River; thence southeasterly, southerly and southwesterly along the centerline of said Sheyenne River to the intersection with a line bearing North 62 degrees 39 minutes 53 seconds East from the point of beginning, said line also being the northerly line of said RIVER'S EDGE ADDITION; thence South 62 degrees 39 minutes 53 seconds West along the northerly line of said RIVER'S EDGE ADDITION for a distance of 645 feet, more or less, to the point of beginning.

Excepting therefrom:

A tract of land situated in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, lying Westerly of the Sheyenne River and more particularly described as follows: Beginning at an iron monument located at the Southeast corner of Lot Eight, Block Two, of Dream Fields Addition to the City of Horace, Cass County, North Dakota; thence South 88°55'36" West (assumed bearing) on the South line of said Lot Eight, for a distance of 268.95 feet to an iron monument designating the Southwest corner of said Lot Eight; thence South 20°33'38" West, 79.74 feet; thence North 88°55'36" East, 742.16 feet; thence South 30°06'57" East, 113.30 feet; thence South 15°12'35" West, 184.01 feet; thence Easterly, on an arc to a non-tangential curve, concave Southerly, having a radius of 210.00 feet, a central angle of 8°36'49", an arc length of 31.57 feet, and a chord bearing of North 87°13'36" East; thence North 15°12'35" East, 174.42 feet; thence North 59°37'38" East, 276 feet, more or less, to the intersection of the centerline of the Sheyenne River; thence Northwesterly, along the said centerline for a distance of 60 feet more or less, to the Southeast corner of Sheyenne Shadows Third Addition to the City of Horace, Cass County, North Dakota; thence South 88°55'36" West, on the South line of said Sheyenne Shadows Third Addition, for a distance of 730.98 feet more or less to the point of beginning



SCHEDULE B

File No.: 240696A

Policy No.: M-0000-235306442

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

1. Real estate taxes and assessments for the year 2020 and subsequent years.

NOTE: No search has been made of uncertified special assessments as of this date.

2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims, or title to water, whether or not the matters excepted under the same are shown by the Public Records.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 9:18 a.m. in Book R-5 of Misc., page 263 as document #455146.
5. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 3:02 p.m. in Book R-5 of Misc., page 295 as document #455166.
6. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 3:03 p.m. in Book R-5 of Misc., page 297 as document #455167.
7. Right of Way Easement granted to Cass Rural Water Users, Inc. recorded April 13, 1976 at 2:35 p.m. in Book X-6 of Misc., page 287 as document #501116.
8. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded February 7, 1983 at 9:04 a.m. in Book K-9 of Misc., page 633 as document #596148.
9. Easement granted to Southeast Cass Water Resource District recorded May 23, 1990 at 3:13 p.m. as document #719715.
10. Warranty Deed recorded May 23, 1990 between Edna Brink and Southeast Cass Water Resource District as document #719714 granting the following to Southeast Cass Water Resource District: That part of the South Half of the Northwest Quarter of Section Eighteen, Township One Hundred Thirty-eight North,

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240696A

Range Forty-nine West, Cass County, North Dakota, described as follows: Beginning at the Southwest corner of said South Half of the Northwest Quarter thence North 02°48'46" West along the West line of said South Half of the Northwest Quarter for a distance of 1326.76 feet to the Northwest corner of said South Half of the Northwest Quarter; thence North 88°55'23" East along the North line of said South Half of the Northwest Quarter for a distance of 312.64 feet; thence South 02°48'46" East for a distance of 1326.48 feet to the South line of said South Half of the Northwest Quarter; thence South 88°52'29" West along the South line of said South Half of the Northwest Quarter for a distance of 312.64 feet to the point of beginning. Said tract contains 9.52 acres, more or less, AND that part of the Southwest Quarter of Section Eighteen, Township One Hundred Thirty-eight North, Range Forty-nine West, Cass County, North Dakota, described as follows: Beginning at the Southwest corner of said Southwest Quarter; thence North 02°48'46" West along the West line of said Southwest Quarter for a distance of 2653.51 feet to the Northwest corner of said Southwest Quarter; thence North 88°52'29" East along the North line of said Southwest Quarter for a distance of 312.64 feet; thence South 02°48'46" East for a distance of 2541.98 feet; thence South 87°29'12" East for a distance of 436.67 feet; thence South 01°01'45" East for a distance of 85.00 feet to the South line of said Southwest Quarter; thence South 88°58'15" West along the South line of said Southwest Quarter for a distance of 745.00 feet to the point of beginning. Said tract contains 20.02 acres, more or less.

11. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded May 4, 2009 at 3:31 p.m. as document #1262962.
12. County Road Easement granted to Cass County, North Dakota recorded July 1, 1946 at 10:12 a.m. in Book W-1 of Misc., page 59 as document #248217.
13. County Road Easement granted to Cass County, North Dakota recorded May 10, 1966 at 2:03 p.m. in Book M-4 of Misc., page 341 as document #407392.
14. Right of Way Easement granted to Northwestern Bell Telephone Company recorded January 18, 1972 at 9:07 a.m. in Book R-5 of Misc., page 240 as document #455135.
15. Right of Way Easement granted to of Cass Rural Water Users, Inc. recorded April 13, 1976 at 2:34 p.m. in Book X-6 of Misc., page 284 as document #501115.
16. 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.
17. Easement granted to Red River Valley & Western Railroad Company service recorded March 10, 1995 at 8:00 a.m. as document #827971.
18. Right of Way Easement granted to Cass County Electric Cooperative, Inc. recorded May 4, 2009 at 3:31 p.m. as document #1262962.
19. Easements as contained in the survey performed by Ulteig Engineers dated October 18, 2012 as project #12.01803:
 - 33 foot right of way along south and west section lines
 - Sheyenne Diversion along the west line of surveyed tract



-60 foot right of way along North line of Section

20. Pipeline Easement granted to Cass Rural Water Users, Inc. recorded June 20, 2019 at 12:01 p.m. as document #1564757.

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240696A



SCHEDULE B

File No.: 240696A

Policy No.: M-0000-235306442

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

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240696A

PAGE: 1 of 3
Bank Forward-Fargo
Recorded Electronically

QCD

1583753
2/21/2020 9:20 AM
\$20.00

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

2/21/2020 9:20 AM

by Teresa A. Kirby, Dep. **1583753**
Recorded Electronically



240696

QUIT CLAIM DEED

THIS INDENTURE, Made this 15 day of February, 2020 between Dabbert Custom Homes, LLC, a North Dakota limited liability company, Grantor, and River's Edge Estates, LLC, a North Dakota limited liability company, Grantee, whose post office address is 5522 36th St. S., Fargo, ND 58104.

WITNESSETH, That the said Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration does hereby convey and quitclaim to the Grantee, all of the following real property lying and being in the County of Cass and the State of North Dakota:

That part of the Southeast Quarter of the Northwest Quarter and that part of the Southwest Quarter of the Northeast Quarter in Section 18, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northwesterly corner of RIVER'S EDGE ADDITION to the City of Horace, said plat is on file and of record in the office of the Recorder in said County, from which the northerly line of said RIVER'S EDGE ADDITION bears North 62 degrees 39 minutes 53 seconds East on a record bearing; thence North 016 degrees 03 minutes 54 seconds West for a distance of 155.40 feet; thence South 88 degrees 55 minutes 40 seconds West for a distance of 350.42 feet; thence North 77 degrees 38 minutes 56 seconds West for a distance of 150.00 feet; thence North 57 degrees 22 minutes 07 seconds West for a distance of 175.00 feet; thence North 41 degrees 44 minutes 11 seconds West for a distance of 132.00 feet; thence North 27 degrees 43 minutes 38 seconds West for a distance of 138.50 feet; thence North 09 degrees 10 minutes 48 seconds West for a distance of 145.00 feet; thence North 02 degrees 48 minutes 35 seconds West for a distance of 335.01 feet; thence North 01 degree 04 minutes 20 seconds West for a distance of 279.95 feet to the north line of said Southeast Quarter of the Northwest Quarter; thence North 88 degrees 55 minutes 38

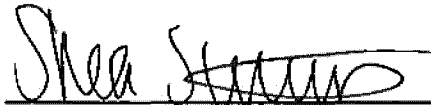
64-0000-01750-090 split, 64-0000-01750-100

seconds East along the north line of said Southeast Quarter of the Northwest Quarter for a distance of 1267.76 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 37 seconds East along the north line of said Southwest Quarter of the Northeast Quarter for a distance of 10 feet, more or less, to the centerline of the Sheyenne River; thence southeasterly, southerly and southwesterly along the centerline of said Sheyenne River to the intersection with a line bearing North 62 degrees 39 minutes 53 seconds East from the point of beginning, said line also being the northerly line of said RIVER'S EDGE ADDITION; thence South 62 degrees 39 minutes 53 seconds West along the northerly line of said RIVER'S EDGE ADDITION for a distance of 645 feet, more or less, to the point of beginning.

The legal description was prepared by Moore Engineering Inc., 925 10th Ave E, West Fargo, ND 58078.

together with all hereditaments and appurtenances belonging thereto.

I certify that the requirement for a report or statement of full consideration does not apply because this deed is for one of the transactions exempted by subdivision h of NDCC 11-18-02.2(6).




Grantee or Agent

2/15/20

Date

IN TESTIMONY WHEREOF, the Grantor has caused these presents to be executed in its name.

Dabbert Custom Homes, LLC

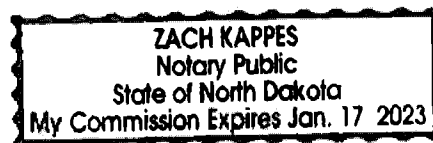

By: Donald A. Dabbert Jr.
Its: President

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this 17 day of February, 2020, before me personally appeared Donald Dabbert Jr., known to me to be the President, of Dabbert Custom Homes, LLC, a North Dakota limited liability company, who is described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same on behalf of said limited liability company.


Notary Public
My Commission expires:

This document was prepared by:
Wheeler McCartney, PC
35 4th St N, Suite 102
Fargo, ND 58102



AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
2/21/2020
Taxes and Special Assessments paid
and transfer entered.
Michael Malphain AUDITOR
DLJ DEPUTY





This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, ***Rivers Edge Estates LLC***, for ***Rivers Edge Second Addition*** to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for the ***Rivers Edge Second Addition*** development.

The Horace Park District has requested ***land dedication*** and ***payment in-lieu-of park land dedication*** for the ***Rivers Edge Second Addition Development***. The proposed ***acreage*** for ***Rivers Edge Second Addition*** is ***7.58 acres and is identified as Lot 2 of Block 9 (4.47 acres), Lot 21 of Block 9 (1.64 acres), Lot 12 of Block 8 (0.05 acres) and Lot 15 of Block 3 (1.42 acres)*** on the preliminary plat of ***Rivers Edge Second Addition***. The proposed ***dollar amount*** for ***Rivers Edge Second Addition*** is ***Fifty-seven Thousand Eight Hundred Ninety-One Dollars and 24/100 (\$57,891.24)***. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: March 9, 2022.

Horace Park District

A handwritten signature in blue ink that reads 'Wade Frank'.

Wade Frank, President of the Horace Park District

**Additional information: The Park District's acceptance of the land dedication described above is contingent upon the City of Horace deeding ownership of Lot 1 of Block 8 to the Horace Park District or otherwise granting use of said lot for park development purposes at no cost to the Park District. This letter supersedes the previous recommendation letter dated April 28, 2020.*

From: Matt Welle <matt.welle@mooreengineeringinc.com>
Sent: Friday, June 10, 2022 9:19 AM
To: Jace Hellman
Cc: Don Dabbert
Subject: FW: River's Edge 2nd Addition - Park District Review

FYI.

Matthew W. Welle, PE
Senior Project Manager
moore engineering, inc.

Phone 701.282.4692 | Direct 701.499.5830
925 10th Ave E, Suite1, West Fargo, ND 58078
matt.welle@mooreengineeringinc.com | www.mooreengineeringinc.com

Founded 1960 · Proudly 100% employee-owned

From: Justin Germundson <justin@wfparks.org>
Sent: Friday, June 10, 2022 7:52 AM
To: Matt Welle <matt.welle@mooreengineeringinc.com>; Wade Frank <wade@horaceparks.org>; Justin Germundson <justin@horaceparks.org>
Cc: Don Dabbert <don@dabberthomes.com>
Subject: RE: River's Edge 2nd Addition - Park District Review

Hey Matt,

I have no questions or comments on the Master Plan. Looks good.

Have a good weekend.

Justin Germundson
Finance Director
West Fargo Parks
Direct: 701-551-7119

From: Matt Welle <matt.welle@mooreengineeringinc.com>
Sent: Wednesday, June 8, 2022 12:32 PM
To: Wade Frank <wade@horaceparks.org>; Justin Germundson <justin@wfparks.org>; Justin Germundson <justin@horaceparks.org>
Cc: Don Dabbert <don@dabberthomes.com>
Subject: RE: River's Edge 2nd Addition - Park District Review

Perhaps we don't need to meet since the Master Plan I shared addressed comments from our last meeting. I assume the Park District is okay with what has been prepared? Do you have any questions or comments on the Master Plan?

Matthew W. Welle, PE
Senior Project Manager
moore engineering, inc.

Phone 701.282.4692 | Direct 701.499.5830
925 10th Ave E, Suite1, West Fargo, ND 58078
matt.welle@mooreengineeringinc.com | www.mooreengineeringinc.com

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From: Wade Frank <wade@horaceparks.org>
Sent: Monday, June 6, 2022 4:08 PM
To: Justin Germundson <justin@wfparks.org>; Matt Welle <matt.welle@mooreengineeringinc.com>; Justin Germundson <justin@horaceparks.org>
Cc: Don Dabbert <don@dabberthomes.com>
Subject: Re: River's Edge 2nd Addition - Park District Review

I'm pretty full this week too until Thursday, Friday is wide open.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Justin Germundson <justin@wfparks.org>
Sent: Monday, June 6, 2022 3:26:47 PM
To: Matt Welle <matt.welle@mooreengineeringinc.com>; Justin Germundson <justin@horaceparks.org>; Wade Frank <wade@horaceparks.org>
Cc: Don Dabbert <don@dabberthomes.com>
Subject: RE: River's Edge 2nd Addition - Park District Review

Hey Matt,

I have a tight schedule this week until Thursday PM so the end of the week works better for me.

Justin Germundson
Finance Director
West Fargo Parks
Direct: 701-551-7119

From: Matt Welle <matt.welle@mooreengineeringinc.com>
Sent: Monday, June 6, 2022 10:28 AM
To: Justin Germundson <justin@horaceparks.org>; Wade Frank <wade@horaceparks.org>
Cc: Don Dabbert <don@dabberthomes.com>
Subject: River's Edge 2nd Addition - Park District Review

Justin and Wade,

I know we met on this a few months ago, but I would like to get your feedback on the latest Master Plan. We have met with the City a few times and plan to submit to them on Wednesday this week. Do you have time to meet prior to that this week? I would guess 0.5 hr would be plenty since not a lot has changed and the intent is the same.

At that meeting, I would also like to show you a proposed preliminary "Maintenance Exhibit" to help convey who is talking care of what infrastructure between the City, Parks and HOA. Your feedback is critical for this as well.

Let me know what your schedule looks like this Mon-Wed this week.

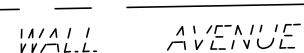
Thank you,

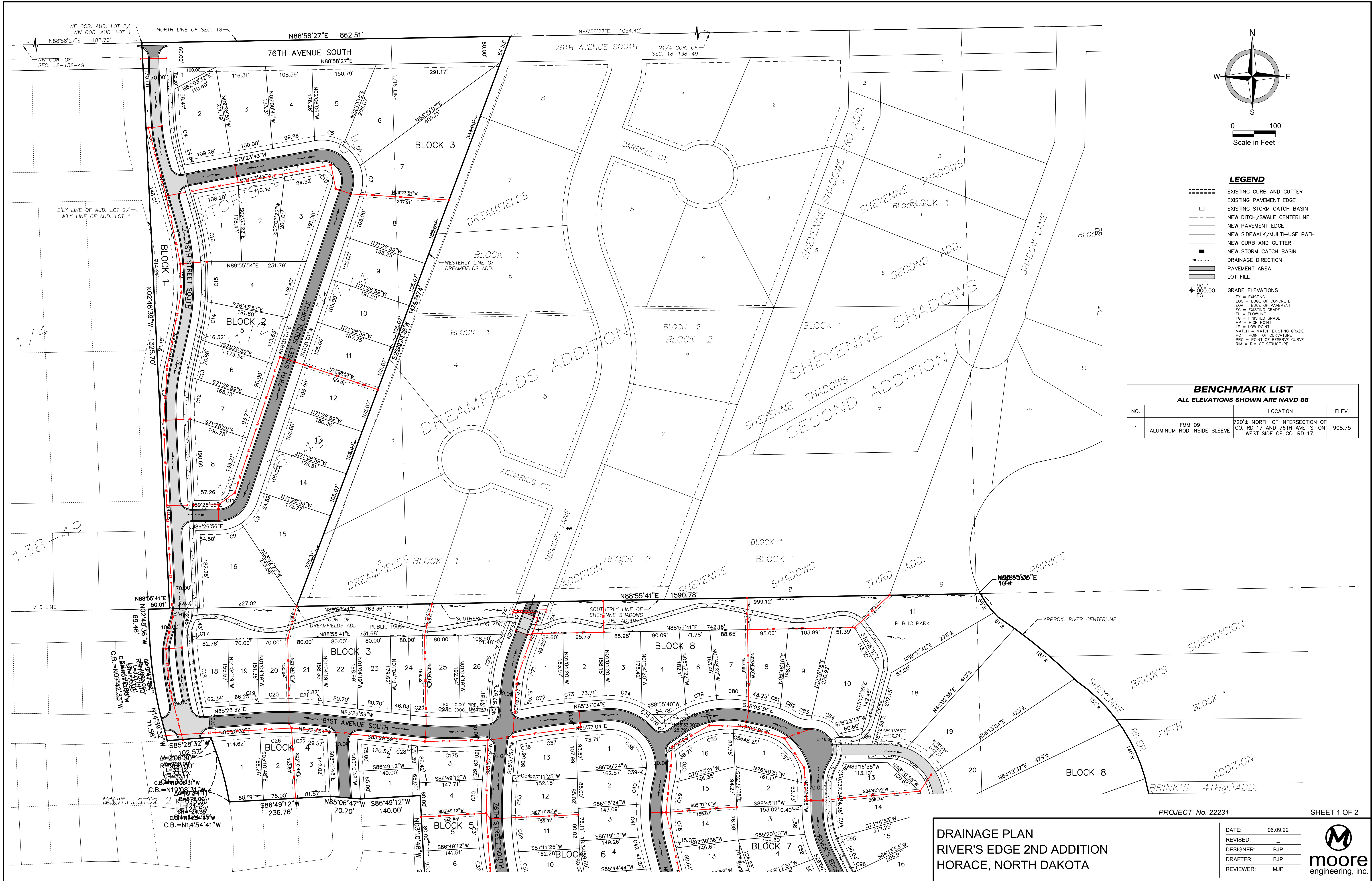
Matthew W. Welle, PE
Senior Project Manager
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matt.welle@mooreengineeringinc.com | www.mooreengineeringinc.com

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Horace, ND





LEGEND

- EXISTING CURB AND GUTTER
- EXISTING PAVEMENT EDGE
- EXISTING STORM CATCH BASIN
- NEW DITCH/SWALE CENTERLINE
- NEW PAVEMENT EDGE
- NEW SIDEWALK/MULTI-USE PATH
- NEW CURB AND GUTTER
- NEW STORM CATCH BASIN
- DRAINAGE DIRECTION
- PAVEMENT AREA
- LOT FILL
- GRADE ELEVATIONS
 - EX = EXISTING
 - EOC = EDGE OF CONCRETE
 - EOP = EDGE OF PAVEMENT
 - EG = EXISTING GRADE
 - FL = FLOWLINE
 - FG = FINISHED GRADE
 - HP = HIGH POINT
 - LP = LOW POINT
 - MATCH = MATCH EXISTING GRADE
 - PC = POINT OF CURVATURE
 - PRC = POINT OF RESERVE CURVE
 - RM = RM OF STRUCTURE

BENCHMARK LIST

ALL ELEVATIONS SHOWN ARE NAVD 88

NO.	LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75

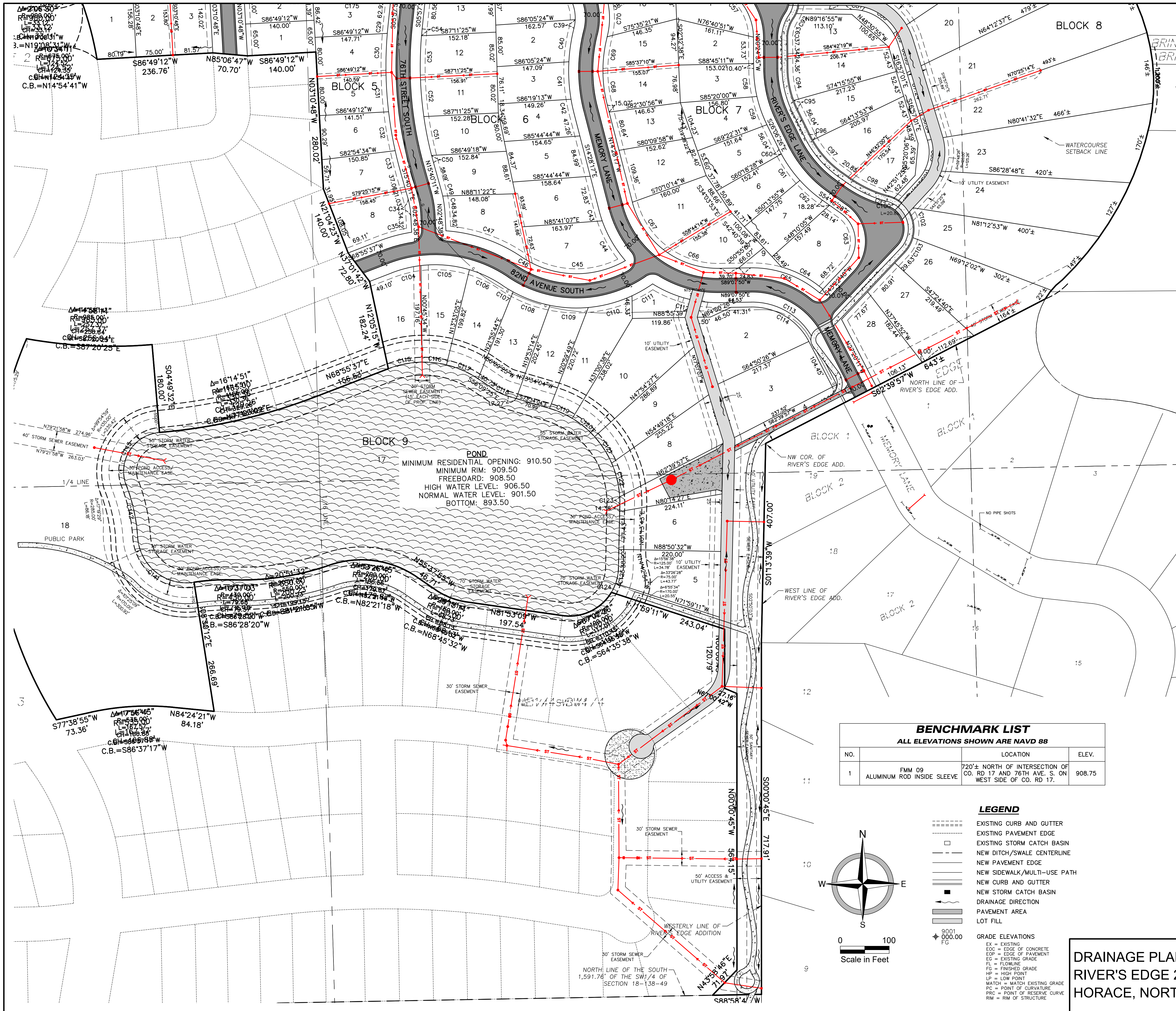
DRAINAGE PLAN
RIVER'S EDGE 2ND ADDITION
HORACE, NORTH DAKOTA

PROJECT No. 22231

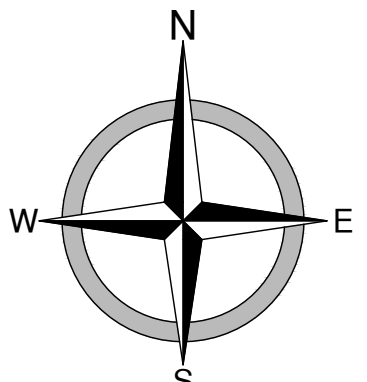
SHEET 1 OF 2

DATE: 06.09.22
REVISED:
DESIGNER: BJP
DRAFTER: BJP
REVIEWER: MJP

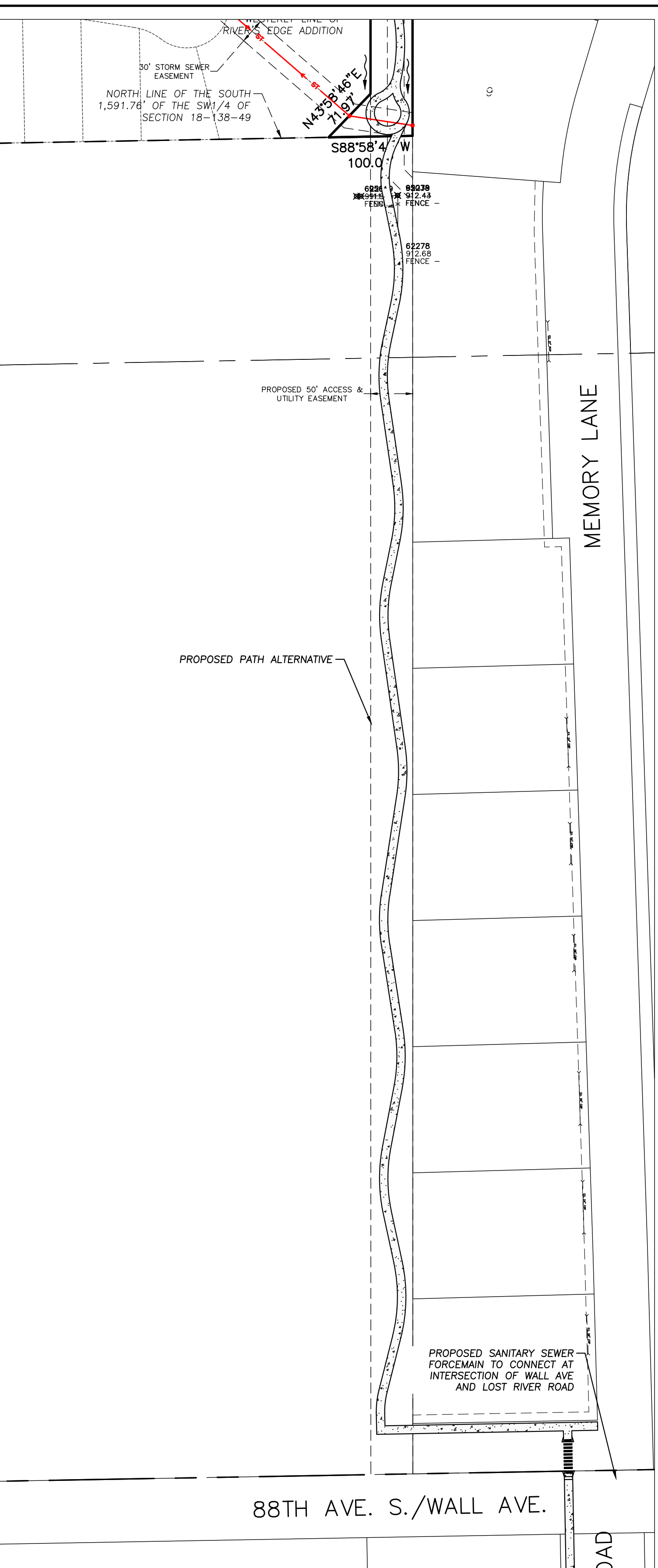




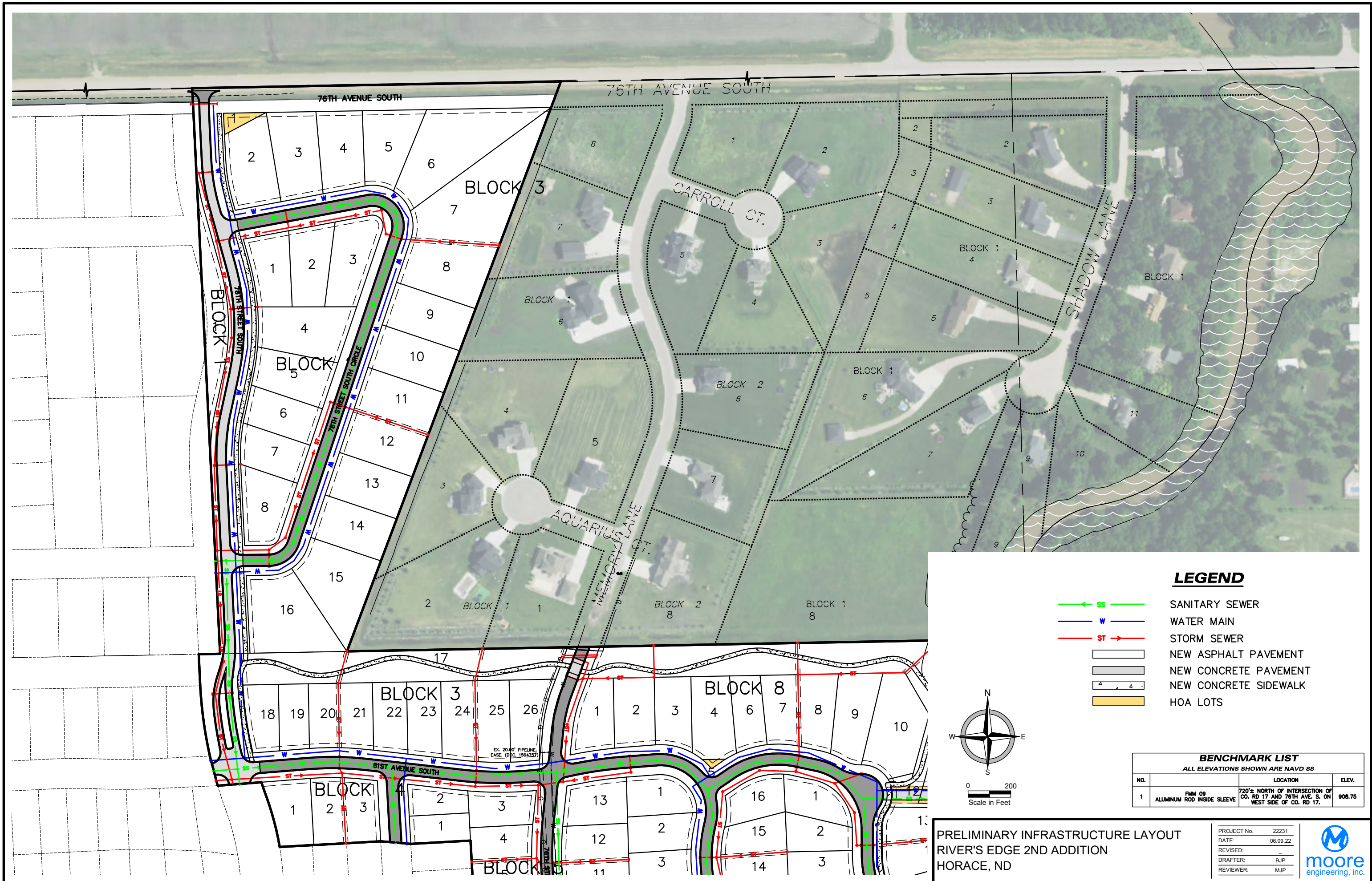
BENCHMARK LIST			
ALL ELEVATIONS SHOWN ARE NAVD 88			
NO.		LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE	720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75



- LEGEND**
- EXISTING CURB AND GUTTER
 - EXISTING PAVEMENT EDGE
 - EXISTING STORM CATCH BASIN
 - NEW DITCH/SWALE CENTERLINE
 - NEW PAVEMENT EDGE
 - NEW SIDEWALK/MULTI-USE PATH
 - NEW CURB AND GUTTER
 - NEW STORM CATCH BASIN
 - DRAINAGE DIRECTION
 - PAVEMENT AREA
 - LOT FILL
- GRADE ELEVATIONS**
- EX = EXISTING
 - EC = EDGE OF CONCRETE
 - EP = EDGE OF PAVEMENT
 - EG = EXISTING GRADE
 - FL = FLOWLINE
 - FG = FINISHED GRADE
 - HP = HIGH POINT
 - LP = LOW POINT
 - MP = MATCH EXISTING GRADE
 - PC = POINT OF CURVATURE
 - PRC = POINT OF RESERVE CURVE
 - RL = RIM OF STRUCTURE



DRAINAGE PLAN
RIVER'S EDGE 2ND ADDITION
HORACE, NORTH DAKOTA



LEGEND

- SS SANITARY SEWER
- W WATER MAIN
- ST STORM SEWER
- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT
- NEW CONCRETE SIDEWALK
- HOA LOTS

BENCHMARK LIST

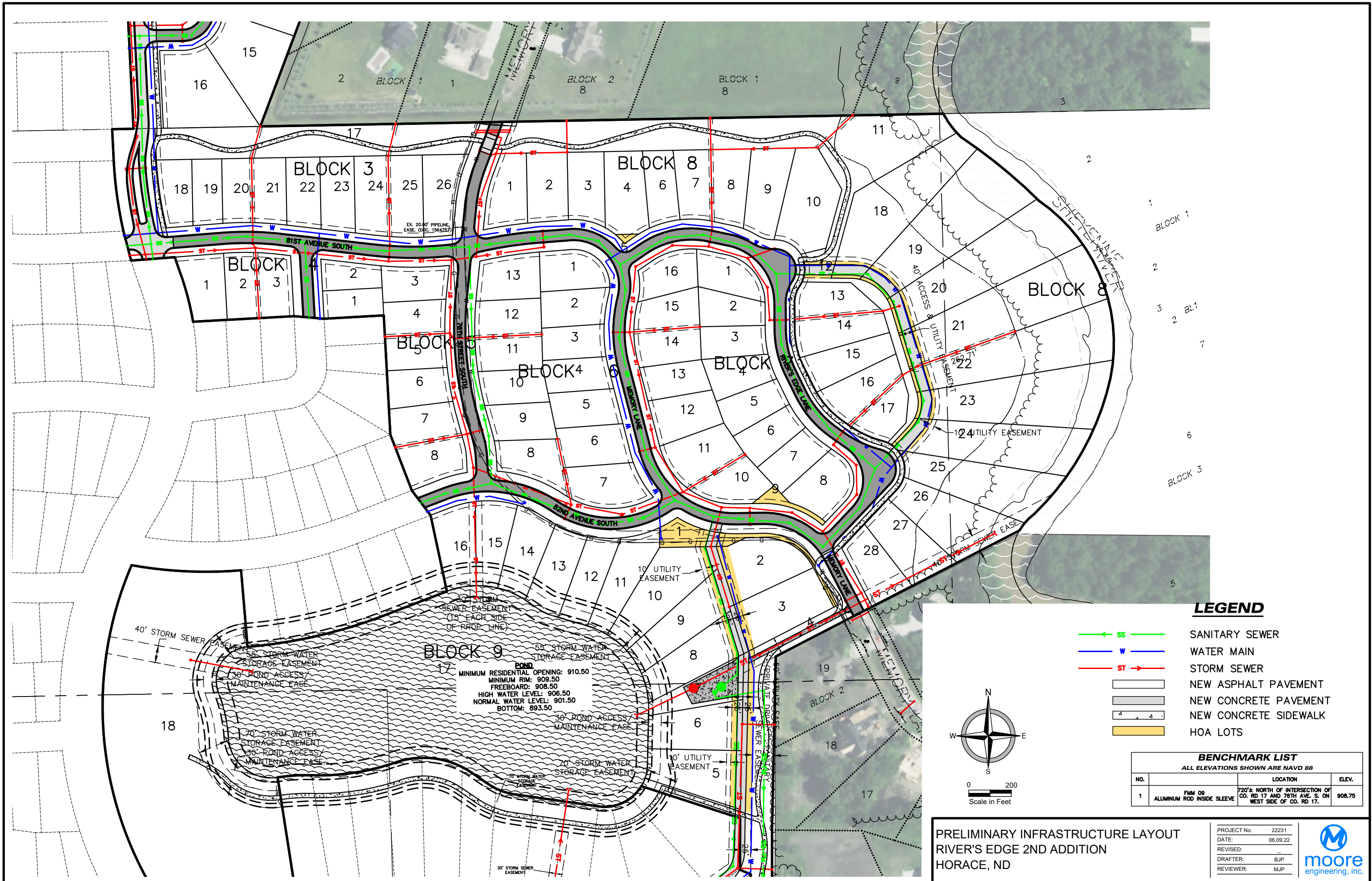
ALL ELEVATIONS SHOWN ARE NAVD 88

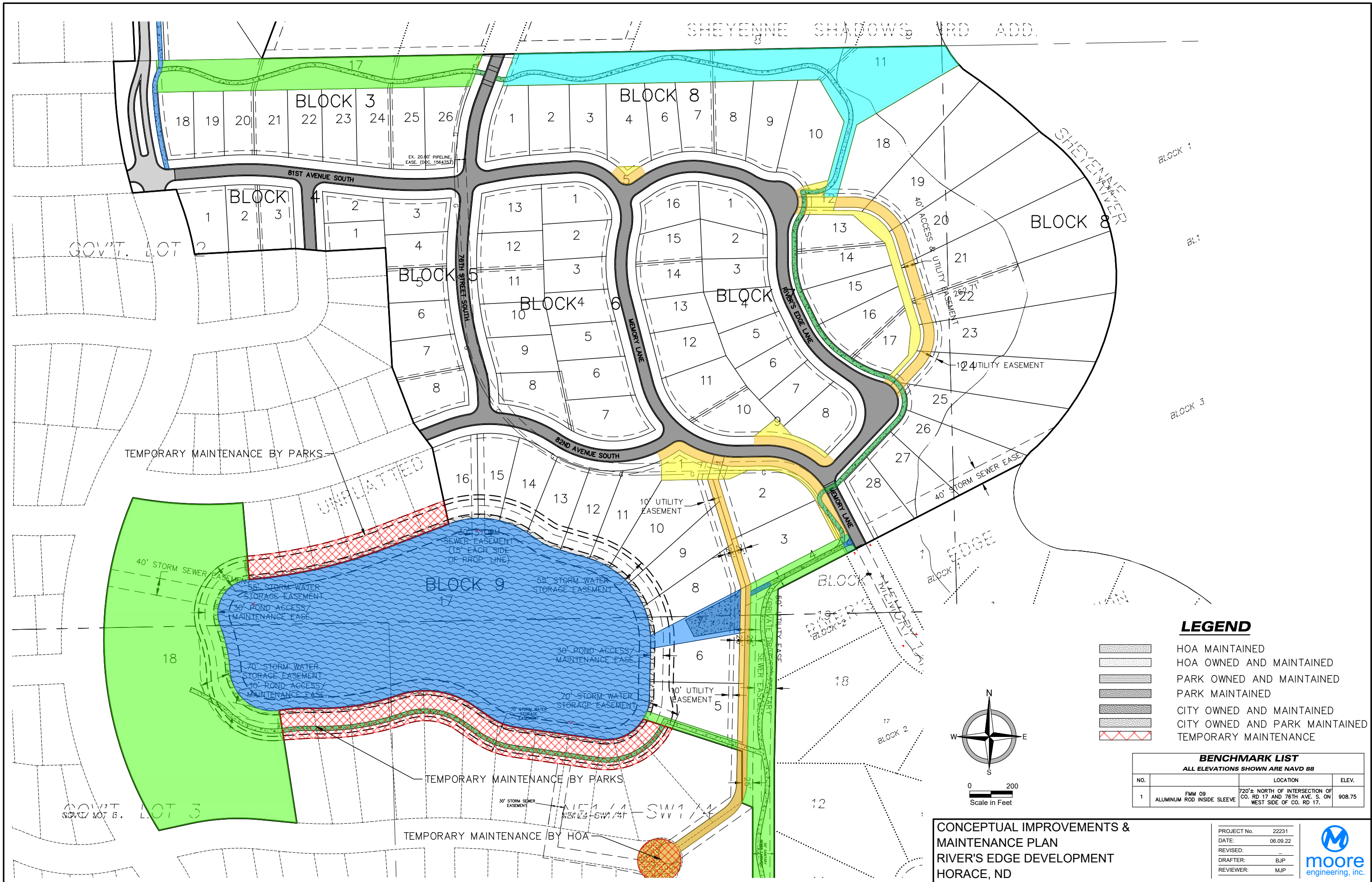
NO.	LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 78TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75

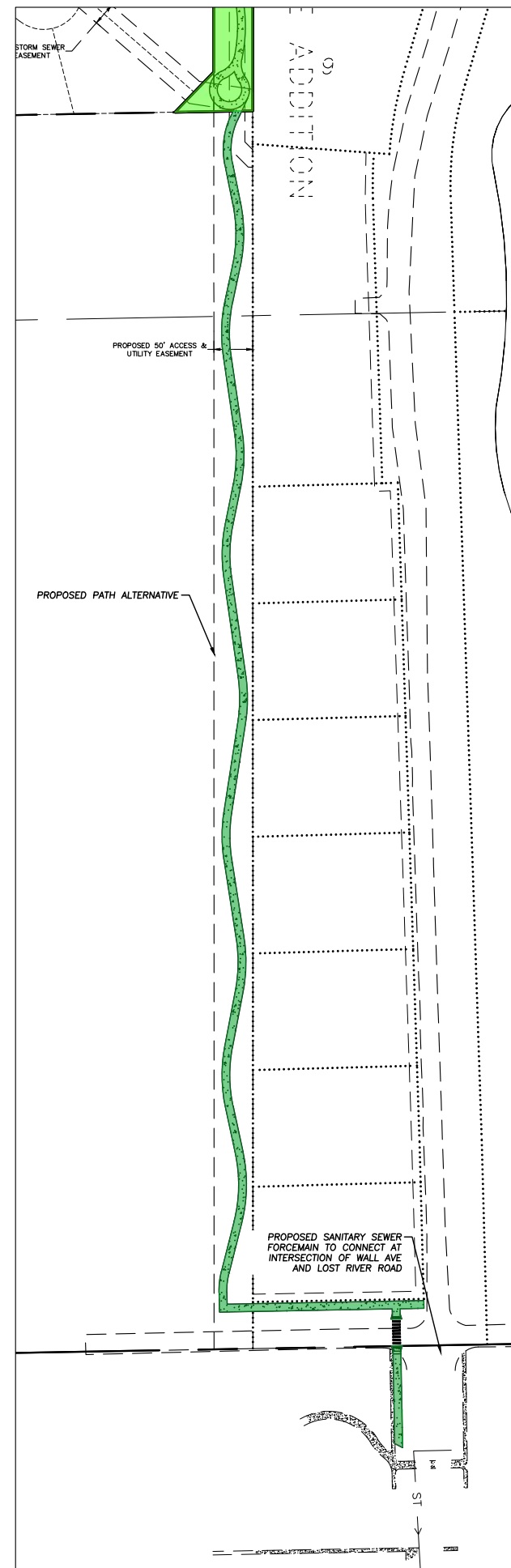
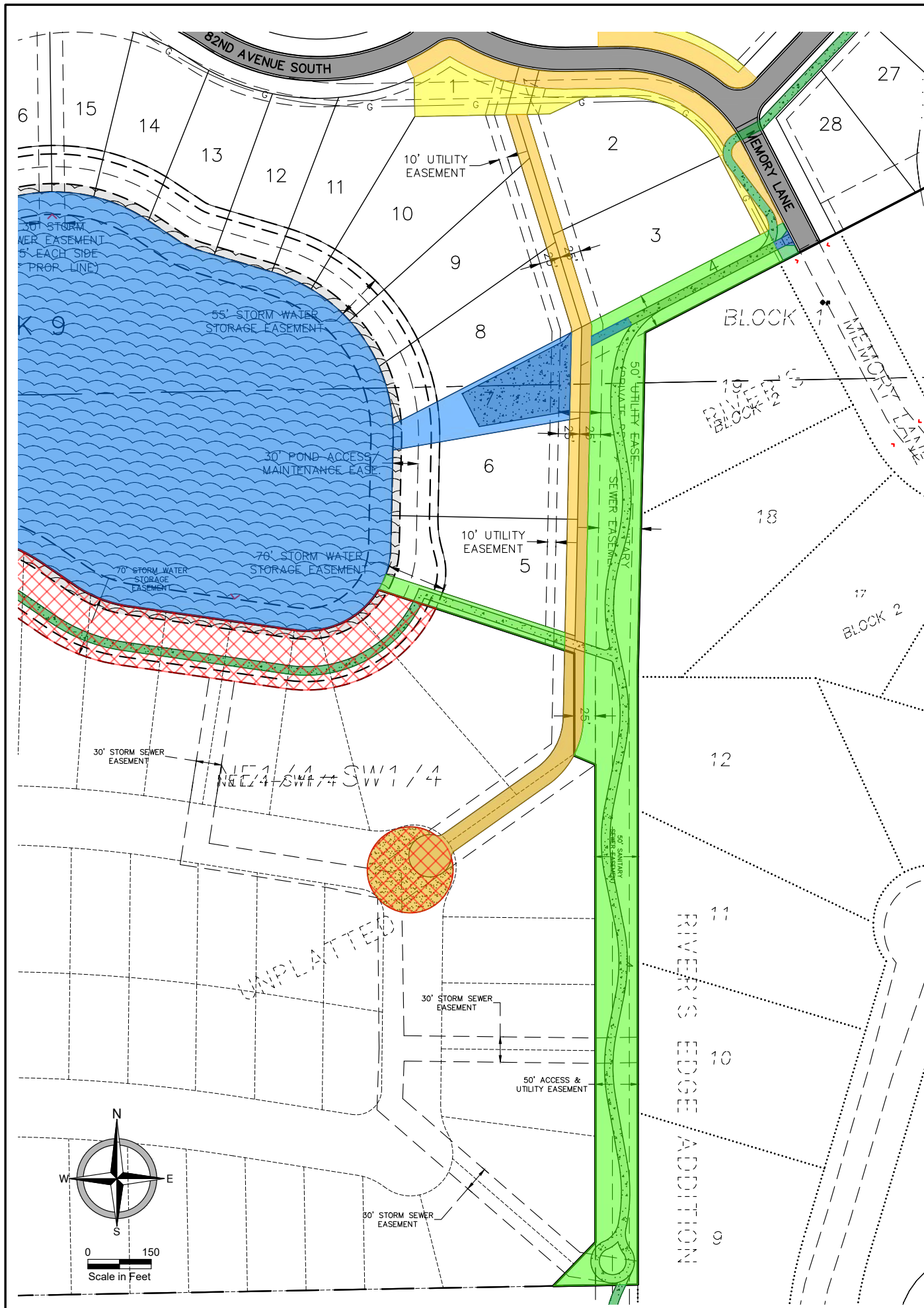
PRELIMINARY INFRASTRUCTURE LAYOUT
RIVER'S EDGE 2ND ADDITION
HORACE, ND

PROJECT No. 22231
DATE: 06.09.22
REVISED:
DRAFTER: BJP
REVIEWER: MJP









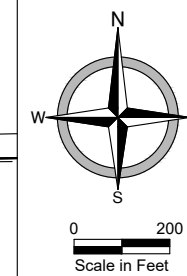
LEGEND

	HOA MAINTAINED
	HOA OWNED AND MAINTAINED
	PARK OWNED AND MAINTAINED
	PARK MAINTAINED
	CITY OWNED AND MAINTAINED
	CITY OWNED AND PARK MAINTAINED
	TEMPORARY MAINTENANCE

BENCHMARK LIST

ALL ELEVATIONS SHOWN ARE NAVD 88

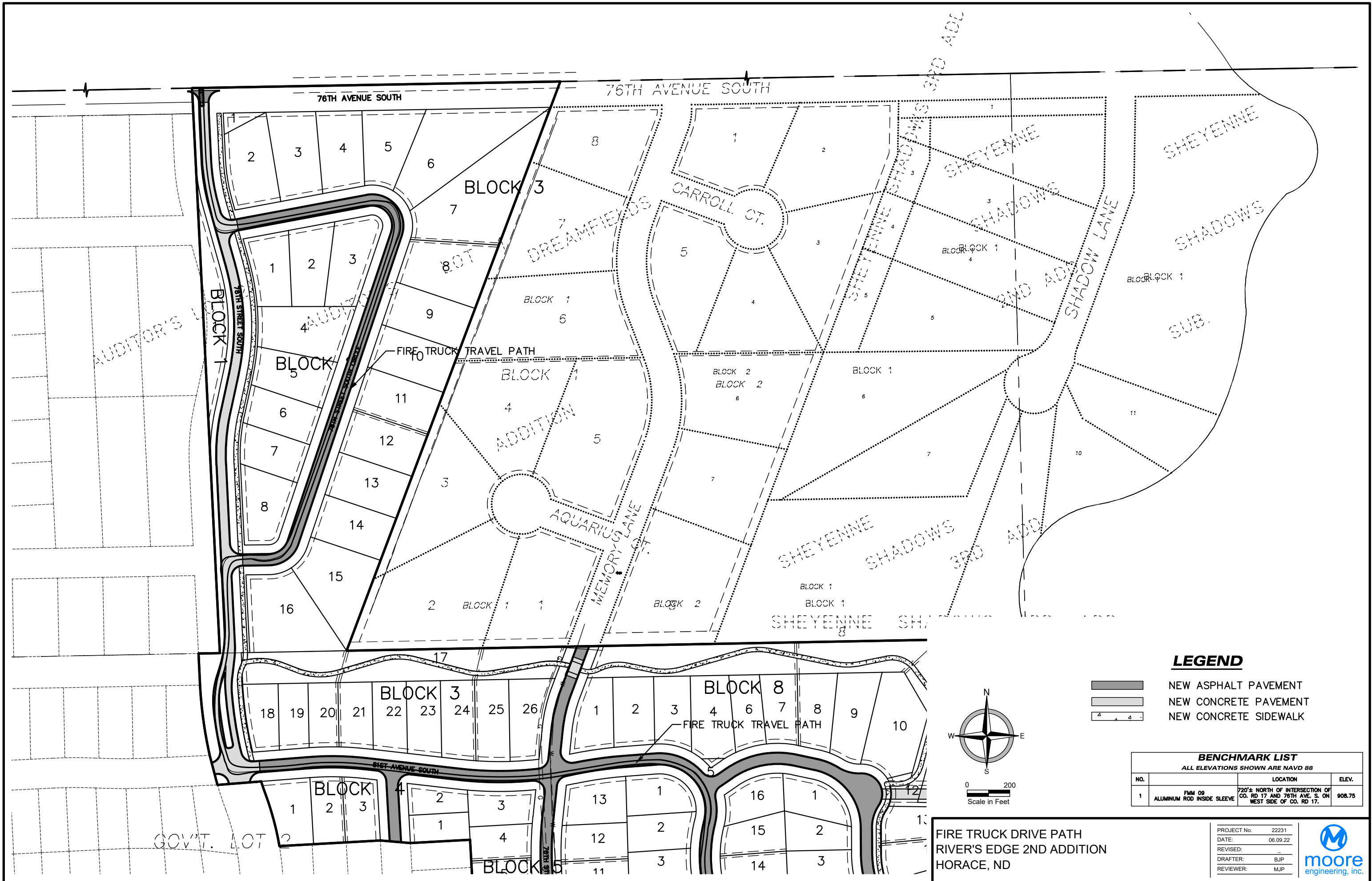
NO.	LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75



CONCEPTUAL IMPROVEMENT &
MAINTENANCE PLAN
RIVER'S EDGE DEVELOPMENT
HORACE, ND

PROJECT No. 22231
DATE: 06.09.22
REVISED:
DRAFTER: BJP
REVIEWER: MJP





LEGEND

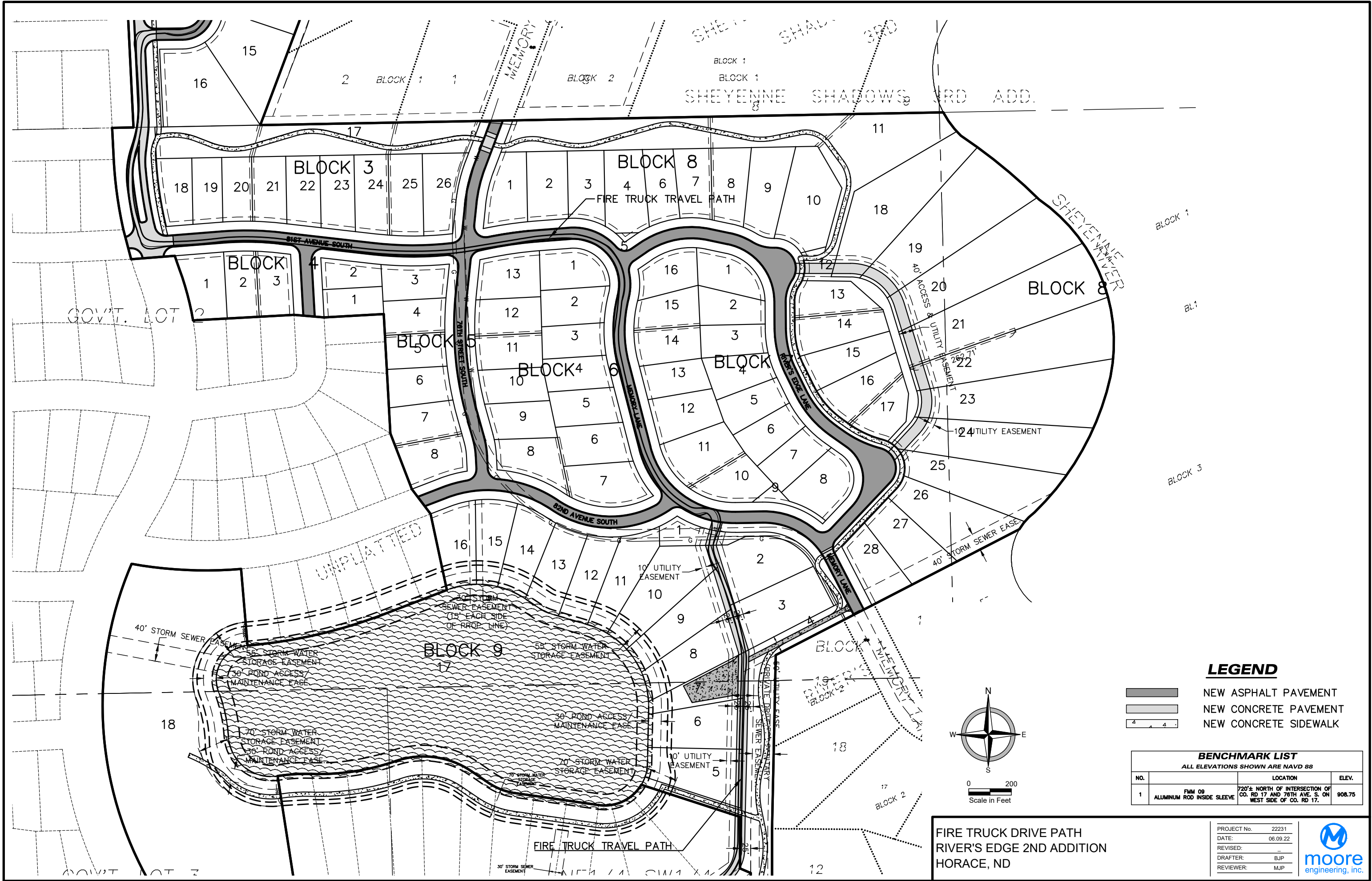
- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT
- NEW CONCRETE SIDEWALK

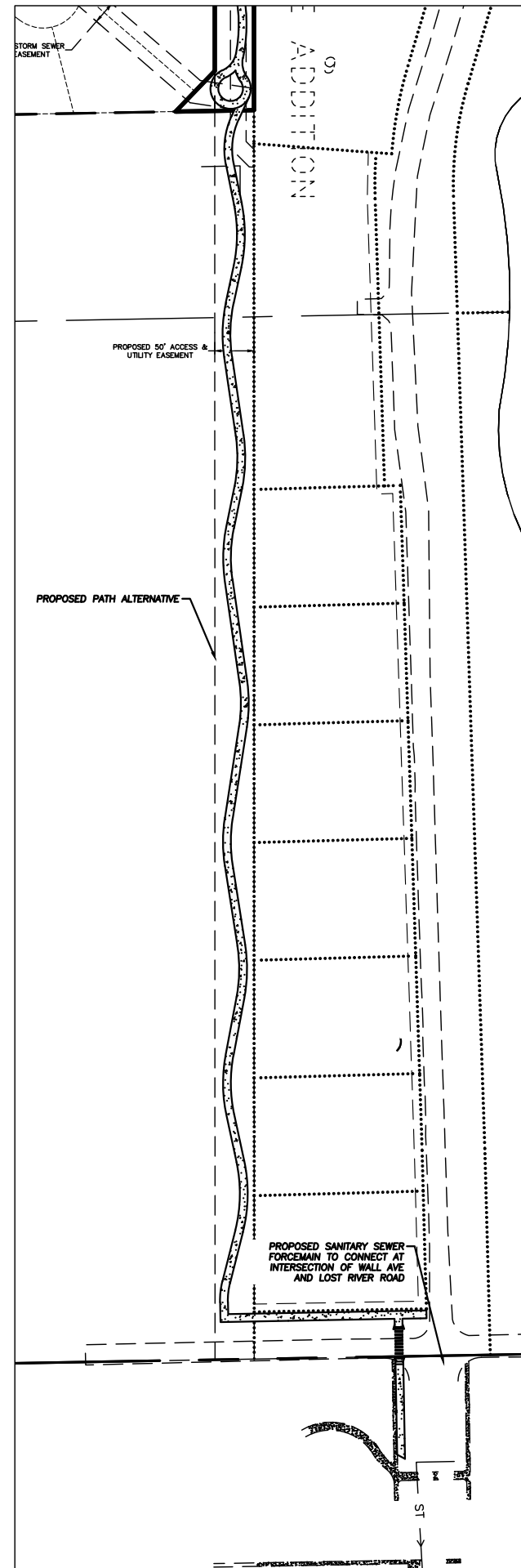
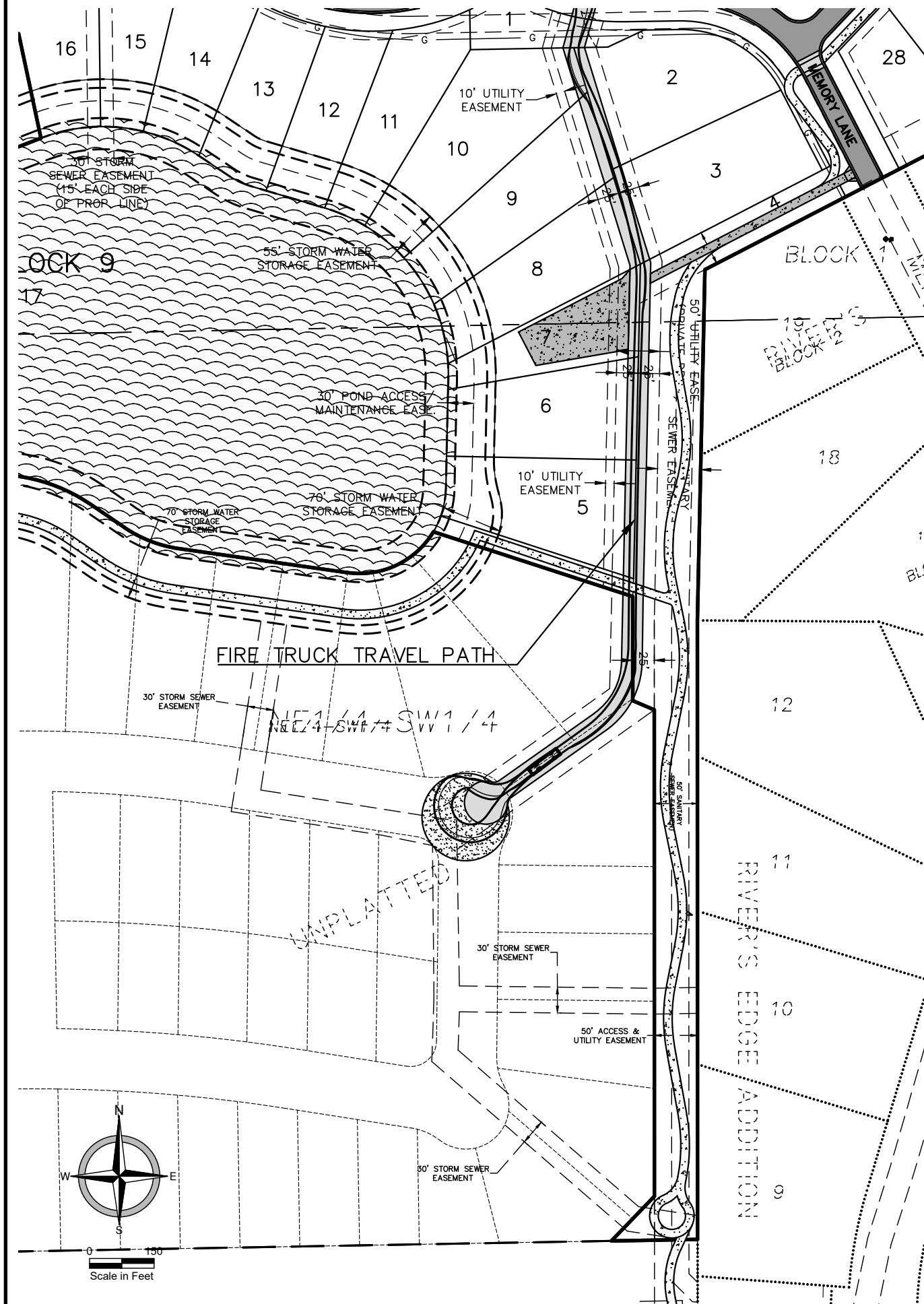
BENCHMARK LIST			
ALL ELEVATIONS SHOWN ARE NAVD 88			
NO.	LOCATION	ELEV.	
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE	720'± NORTH OF INTERSECTION OF CO. RD 17 AND 78TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75

FIRE TRUCK DRIVE PATH
RIVER'S EDGE 2ND ADDITION
HORACE, ND

PROJECT No. 22231
DATE: 06.09.22
REVISED:
DRAFTER: BJP
REVIEWER: MJP







FIRE TRUCK DRIVE PATH
RIVER'S EDGE 2ND ADDITION
HORACE, ND

LEGEND

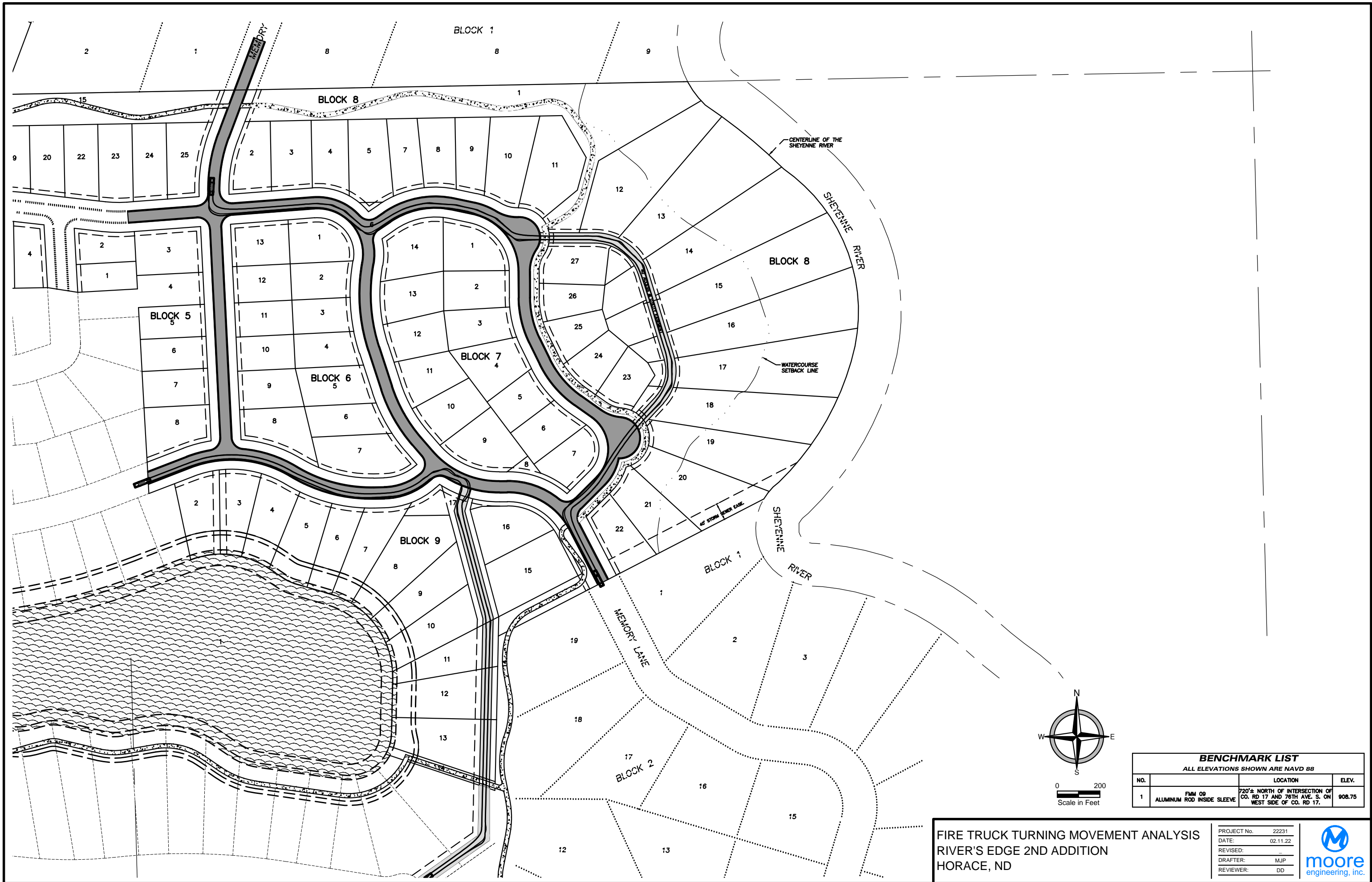
- NEW ASPHALT PAVEMENT
- NEW CONCRETE PAVEMENT
- NEW CONCRETE SIDEWALK

BENCHMARK LIST
ALL ELEVATIONS SHOWN ARE NAVD 88

NO.	LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE	720'± NORTH OF INTERSECTION OF CO. RD 17 AND 78TH AVE. S. ON WEST SIDE OF CO. RD 17. 908.75

PROJECT No. 22231
 DATE: 06.09.22
 REVISED: -
 DRAFTER: BJP
 REVIEWER: MJP

moore
 engineering, inc.



BENCHMARK LIST			
ALL ELEVATIONS SHOWN ARE NAVD 88			
NO.		LOCATION	ELEV.
1	FMM 09 ALUMINUM ROD INSIDE SLEEVE	720'± NORTH OF INTERSECTION OF CO. RD 17 AND 78TH AVE. S. ON WEST SIDE OF CO. RD 17.	908.75

FIRE TRUCK TURNING MOVEMENT ANALYSIS

RIVER'S EDGE 2ND ADDITION

HORACE, ND


PROJECT No. 22231

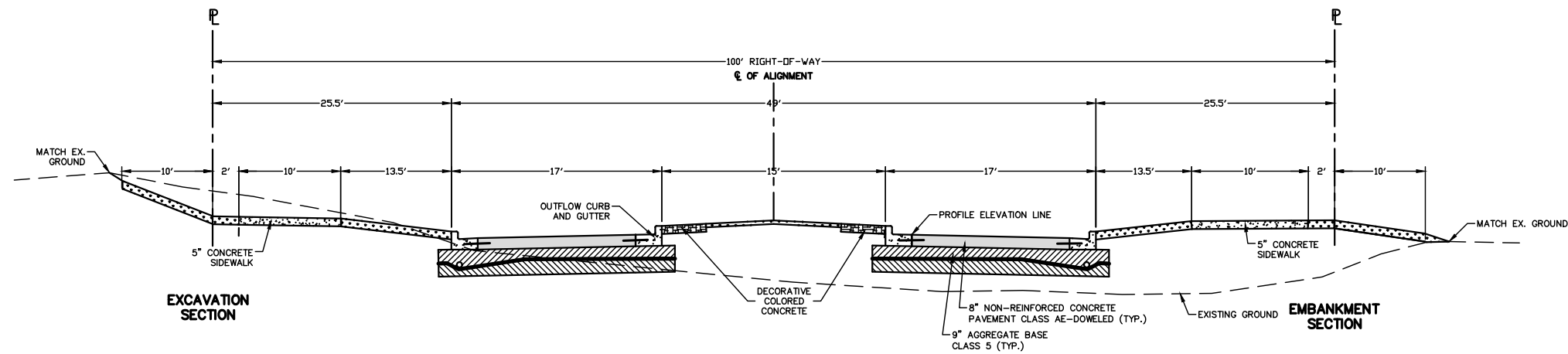
DATE: 02.11.22

REVISED: -

DRAFTER: MJP

REVIEWER: DD

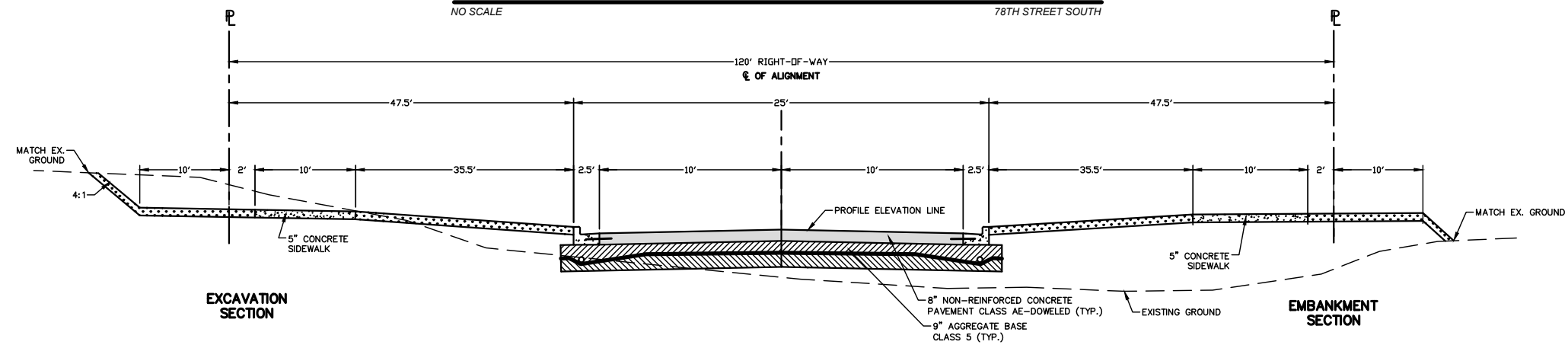




TWO LANE URBAN CONCRETE STREET SECTION - FULL MEDIAN

NO SCALE

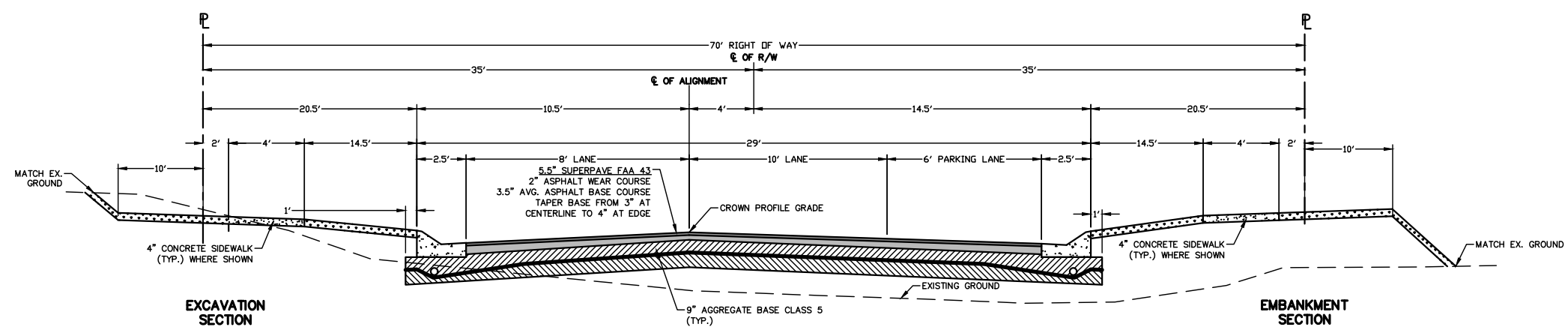
78TH STREET SOUTH



TWO LANE URBAN CONCRETE STREET SECTION - NO MEDIAN

NO SCALE

78TH STREET SOUTH



29' URBAN ASPHALT STREET SECTION

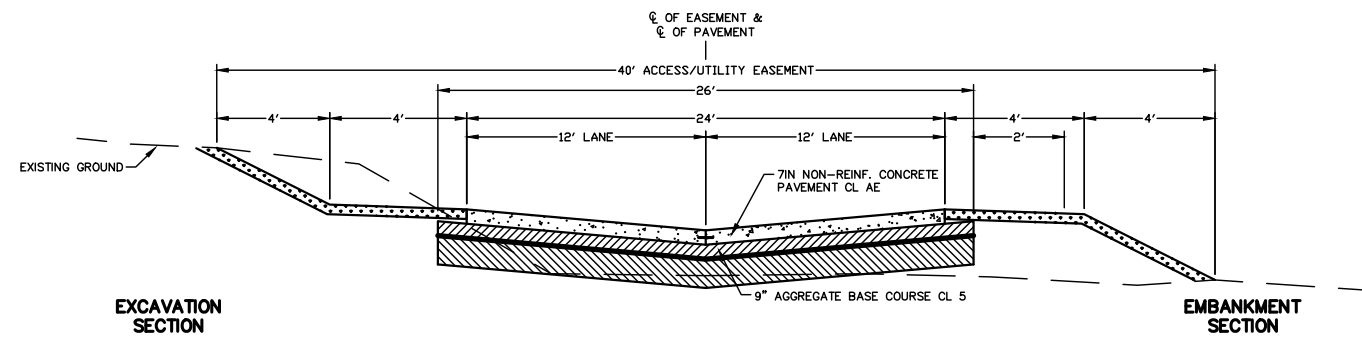
NO SCALE

LOCAL ROADWAYS

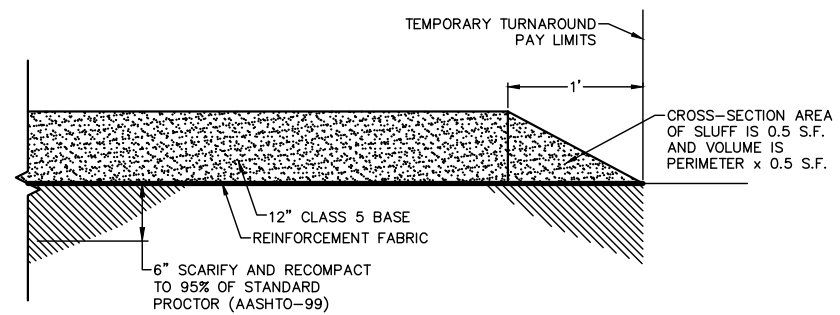
RIVER'S EDGE 2ND ADDITION
HORACE, ND

PROJECT No. 22231
DATE: 06.01.22
REVISED: -
DRAFTER: BJP
REVIEWER: MJP





TYPICAL CONCRETE PAVEMENT SECTION
NO SCALE PRIVATE ROADWAYS



TEMPORARY TURN-AROUND SECTION
NO SCALE PRIVATE ROADWAYS

RIVER'S EDGE 2ND ADDITION
HORACE, ND

PROJECT No.	22231
DATE:	06.01.22
REVISED:	-
DRAFTER:	BJP
REVIEWER:	MJP





**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:	Southdale Farms 6 th Addition		Application Number:		PZ-2022-10		
Date:	06/28/2022		Staff Contact:		Jace Hellman		
Owner(s)/Applicant:	HS Investments LLC		Applicant Contact:		matthew@brookstoneproperty.com		

Purpose

HS Investments LLC requests to subdivide approximately 13.35 acres into 60 lots (56 residential lots and 4 HOA/green space lots). Additionally, the applicant requests to rezone the approximately 13.35 acres from its current zoning district classification of A (Agriculture) to R-4 (Intermediate Density Residential), R-6 (High Density Residential) and PF (Public Facilities).

Statement of Fact

Parcel Number(s):	15020010001020
Future Land Use Map Classification:	The property is currently designated as Compact Development
Existing Land Use:	Undeveloped agricultural land
Current Zoning:	A (Agriculture)
Proposed Zoning:	R-4 (Intermediate Density Residential), R-6 (High Density Residential) and PF (Public Facilities)
Development Area:	13.35 acres
Adjacent Zoning Districts:	North: A (Agriculture); East: A (Agriculture); South: R-E (Residential Estate); West: R-6 (High Density Residential)
Adjacent Street(s):	North: 66 th Street South (approved for design); East: None; South: None; West: 66 th Street South (approved for design)
Internal Street(s):	East to West: 70 th Avenue South, 71 st Avenue South, 72 nd Avenue South; North to South: 65 th Street South
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	North: Approximately 670 feet away (Lot 2 BLK 1 Southdale Farms 2nd Addition); East: None; South: None; West: Approximately 935 feet away (Lot 31 BLK 5 Southdale Farms 3rd Addition)
Land Dedication Requirements:	See Park District Recommendation Letter

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 general area as Compact development. The applicants request of R-6, R-4 and PF are considered consistent with the future land use map.

Discussion and Observation

The applicant has filed complete applications for Rezone and Plat. The proposed zoning of the property is consistent with the comprehensive plan and the future land use map. The applicant proposed a series of lots with rear lot widths ranging from 76.03 feet up to 115.08 feet to provide a transition between the proposed development and the existing development to the south. Overall, there are 60 total lots proposed, 56 of those being buildable. The average lot width proposed is approximately 54 feet and the average lot size throughout the development is approximately 7,343 square feet.

Adequate ingress/egress into the development is proposed via what is proposed to be 70th avenue south, 71st avenue south and 72nd avenue south. However, access to the overall site via 66th Street South presents a challenge, as it is currently only approved for design. It should be noted, the right of way for 66th Street south is currently platted. The development is currently proposed to be constructed utilizing an Improvement District. Staff is comfortable with this project proceeding, as proposed, through the platting and zoning process and would recommend a condition of approval be added that requires language be included in the Improvement District Agreement restricting building within the proposed addition until 66th Street South is complete.

Recommendation

To accept the findings and recommendations of the staff report and recommend approval of the Rezone and Plat for Southdale Farms 6th Addition to the City Council subject to the following condition(s) of approval:

1. Language restricting building within the proposed addition until the completion of 66th Street South shall be included in the Improvement District Agreement.

Attachments

1. Rezone Application
2. Plat Application
3. Southdale Farms 6th Plat
4. Southdale Farms 6th w/ Zoning
5. Southdale Farms 6th Land Use Breakdown
6. Title Opinion
7. Verification of Taxes
8. Park District Letter



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) 02/17/2022

ZONE CHANGE APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): HS Investments, LLC

ADDRESS: 5302 51st Ave S

PRIMARY PHONE: 701-371-3028

ALTERNATIVE PHONE:

EMAIL: matthew@brookstoneproperty.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Lowry Engineering

ADDRESS: 5306 51st Ave S Suite A

PRIMARY PHONE: 701-235-0199

ALTERNATIVE PHONE:

EMAIL: dhouts@lowryeng.com

3 PROPERTY DETAILS

LEGAL DESCRIPTION: Part of the N 1/2 of the SW 1/4 of Section 8, T138N, R49W

ADDRESS: N/A. Parcel # 15-0200-10001-020


CURRENT ZONING: A - Agricultural

PROPOSED ZONING: R-4 Intermediate Density Residential, R-6 High Density Residential, and PF
- Public Facilities

4 BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Rezone from Ag to provide residential housing lots consistent with the future land use map.

8 SIGNATURE


OWNER SIGNATURE

2-16-22
DATE


REPRESENTATIVE SIGNATURE

2-16-22
DATE

ZONING CHANGE FEE SCHEDULE

ZONING CHANGE FEE—\$325.00

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) 02/17/2022

SUBDIVISION APPLICATION

1 PROPERTY OWNER INFORMATION

NAME (PRINTED): HS Investments, LLC

ADDRESS: 5302 51st Ave S

PRIMARY PHONE: 701-371-3028

ALTERNATIVE PHONE:

EMAIL: matthew@brookstoneproperty.com

2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

NAME (PRINTED): Lowry Engineering

ADDRESS: 5306 51st Ave S Suite A

PRIMARY PHONE: 701-235-0199

ALTERNATIVE PHONE:

EMAIL: dhouts@lowryeng.com

3 PROPOSED SUBDIVISION DETAILS

SUBDIVISION: Southdale Farms 6th Addition

SECTION, TOWNSHIP, RANGE: S8, T138N, R49W

TOTAL ACRES: 13.35

NUMBER OF LOTS: 60

PROPOSED LAND USE AND ZONING: R-4 Intermediate Density Residential, R-6 High Density Residential, and PF - Public Facilities

4

BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

Subdivide the existing parcel into 56 residential lots and 4 HOA/green space lots.

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 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

SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

- ☒ TITLE OPINION DOCUMENT
- ☒ VERIFICATION OF TAXES PAID (<https://proptax.casscountynynd.gov/#Search>)
- ☒ PARK BOARD RECOMMENDATION LETTER (PLEASE CONTACT WADE FRANK AT EITHER 218-790-2849 OR WFRANK@CITYOFHORACE.COM)
- ☒ MASTER PLAN DOCUMENT THAT COVERS ENTIRE CONTIGUOUS AREA OWNED OR CONTROLLED BY THE SUBDIVIDER UP TO 80 ACRES
- ☒ DRAFT PLAT DOCUMENT
- ☒ DRAINAGE PLAN **N/A - Area is covered by regional detention pond to the west**
- ☒ TABLE SHOWING BREAKDOWN OF LAND USE ACREAGE AND LAND DEDICATION PROPOSED TO MEET CITY ORDINANCE LAND DEDICATION REQUIREMENTS OF TITLE IV SECTION 17.8.10 (EXCEL FORMAT PREFERRED)

SIGNATURE



OWNER SIGNATURE

2-16-22

DATE



REPRESENTATIVE SIGNATURE

2-14-22

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

$$\$600 + (60 \text{ lots} \times \$20) = \$1,800$$

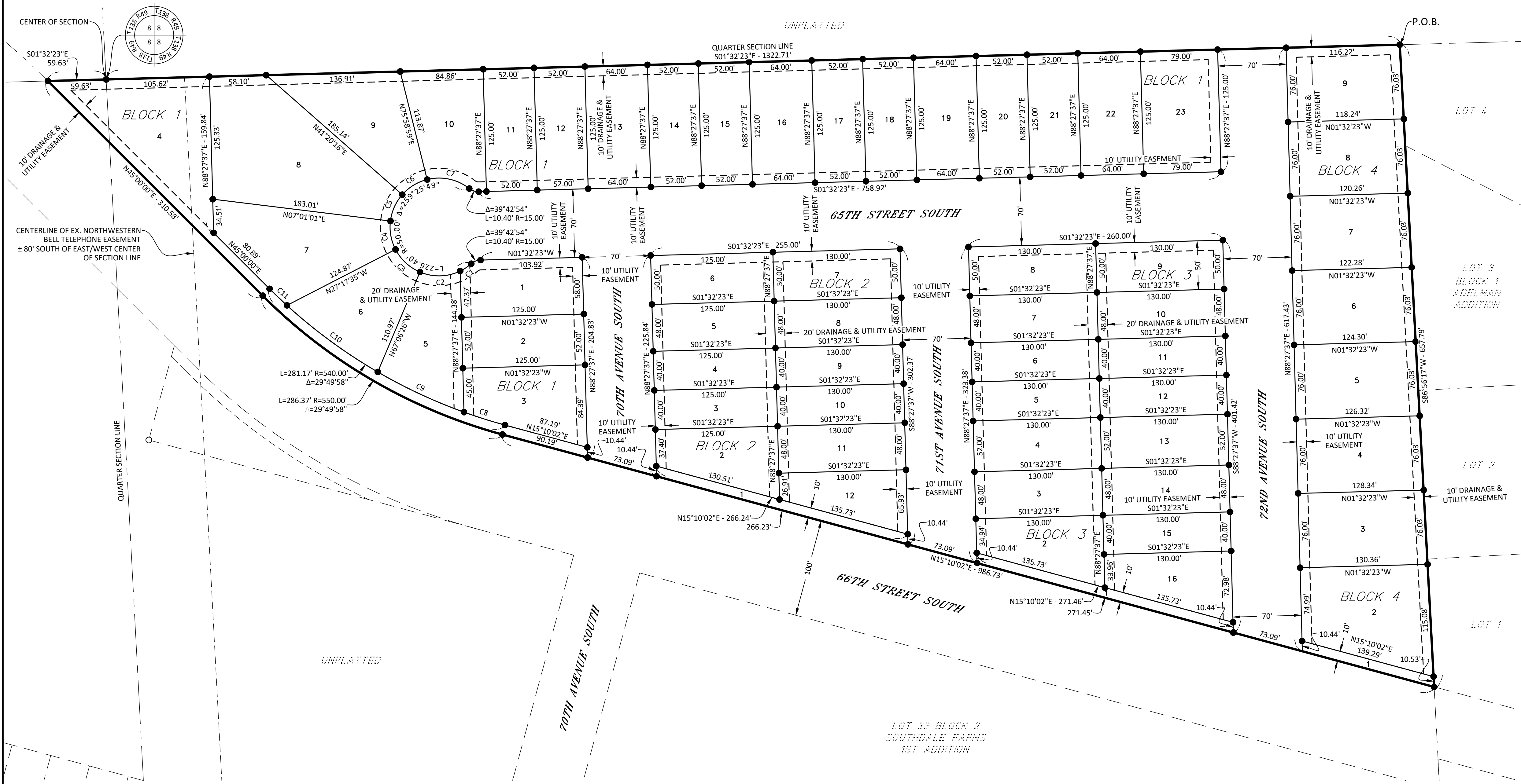
DATE FEE PAID:

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

SOUTHDALE FARMS SIXTH ADDITION

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 138 NORTH,
RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



BLOCK 1 LOT AREA		
LOT #	SQUARE FEET	ACRES
1	7,154	0.16
2	6,500	0.15
3	8,178	0.19
4	18,889	0.43
5	8,383	0.19
6	8,379	0.19
7	12,018	0.28
8	18,338	0.42
9	10,197	0.23
10	8,369	0.19
11	6,500	0.15
12	6,500	0.15
13	8,000	0.18
14	6,500	0.15
15	6,500	0.15
16	8,000	0.18

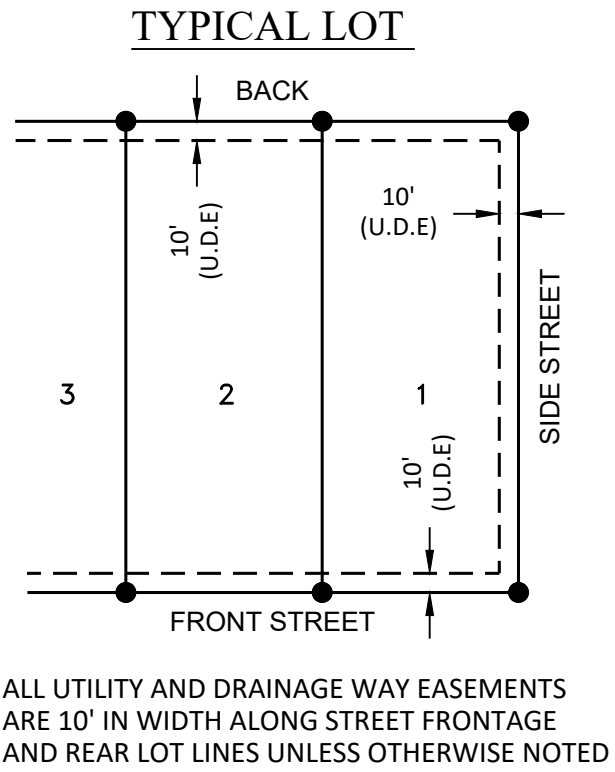
BLOCK 1 LOT AREA		
LOT #	SQUARE FEET	ACRES
17	6,500	0.15
18	6,500	0.15
19	8,000	0.18
20	6,500	0.15
21	6,500	0.15
22	8,000	0.18
23	9,875	0.23

BLOCK 2 LOT AREA		
LOT #	SQUARE FEET	ACRES
1	2,662	0.06
2	7,019	0.16
3	5,000	0.11
4	5,000	0.11
5	6,000	0.14
6	6,250	0.14
7	6,500	0.15
8	6,240	0.14
9	5,200	0.12
10	5,200	0.12
11	6,240	0.14
12	6,035	0.14

BLOCK 3 LOT AREA		
LOT #	SQUARE FEET	ACRES
1	2,715	0.06
2	7,079	0.16
3	6,240	0.14
4	6,760	0.16
5	5,200	0.12
6	5,200	0.12
7	6,240	0.14
8	6,500	0.15
9	6,500	0.15
10	6,240	0.14
11	5,200	0.12
12	5,200	0.12
13	6,760	0.16
14	6,240	0.14
15	5,200	0.12
16	6,951	0.16

BLOCK 4 LOT AREA		
LOT #	SQUARE FEET	ACRES
1	1,394	0.03
2	12,500	0.29
3	9,830	0.23
4	9,677	0.22
5	9,523	0.22
6	9,370	0.22
7	9,216	0.21
8	9,063	0.21
9	8,909	0.20

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	13.59'	50.00'	15°34'12"
C2	42.39'	50.00'	48°34'39"
C3	34.74'	50.00'	39°48'51"
C4	29.94'	50.00'	34°18'36"
C5	29.95'	50.00'	34°19'15"
C6	30.23'	50.00'	34°38'43"
C7	45.55'	50.00'	52°11'33"
C8	43.90'	540.00'	4°39'29"
C9	97.41'	540.00'	10°20'07"
C10	115.31'	540.00'	12°14'06"
C11	24.54'	540.00'	2°36'15"



NOTES

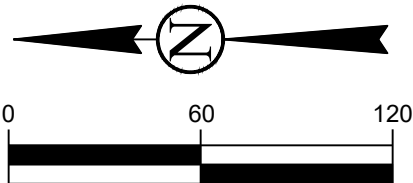
1. ALL DISTANCES ARE GROUND DISTANCES.

SURVEY INFORMATION

DATE OF SURVEY: JANUARY 24, 2022
BASIS OF BEARING: COORDINATE SYSTEM NAD83 - NORTH
DAKOTA STATE PLANE SOUTH ZONE - CASS COUNTY
GOVERNMENT INTERNATIONAL FOOT PER NDDOT CHAPTER 19
VERTICAL DATUM: NAVD88

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- P.O.B. POINT OF BEGINNING
- - - EX. EASEMENT
- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- - - NEW EASEMENT LINE



SHEET 1 OF 2

LOWRY
ENGINEERING

5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

Neset
LAND SURVEYS

SOUTHDALE FARMS SIXTH ADDITION

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

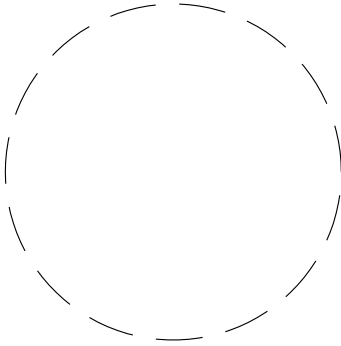
SURVEYOR'S CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS DAY OF , 2022, THAT THE ATTACHED PLAT OF SOUTHDALE FARMS SIXTH ADDITION, BEING A PLAT OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS OF A FOOT, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN, AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 1 OF ADELMAN ADDITION; THENCE S86°56'17"W ALONG THE NORTH LINE OF SAID BLOCK 1 OF ADELMAN ADDITION A DISTANCE OF 657.79 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE N15°10'02"E ALONG THE EAST LINE OF THE 66TH STREET SOUTH RIGHT OF WAY A DISTANCE OF 986.73 FEET; THENCE CONTINUING ALONG SAID 66TH STREET SOUTH RIGHT OF WAY NORTHEASTERLY 286.37 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 29°49'58"; THENCE CONTINUING N45°00'00"E ALONG SAID 66TH STREET SOUTH RIGHT OF WAY A DISTANCE OF 310.58 FEET; THENCE S01°32'23"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 138 NORTH, RANGE 49 WEST A DISTANCE OF 59.63 FEET TO THE CENTER OF SAID SECTION 8; THENCE S01°32'23"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 1322.71 FEET TO THE POINT OF BEGINNING.

SAID SOUTHDALE FARMS SIXTH ADDITION, CONSISTS OF 60 LOTS AND 4 BLOCKS, AND CONTAINS 13.35 ACRES, MORE OR LESS, TOGETHER WITH UTILITY AND DRAINAGE EASEMENTS AND STREET RIGHT OF WAYS OF RECORD.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND REG. LS-7513



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 COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS DAY OF , 2022.

JAMES 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 JAMES DAHLMAN, TO ME KNOWN TO BE THE CITY ENGINEER DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY COUNCIL APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS DAY OF , 2022.

KORY PETERSON
MAYOR

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, TO ME KNOWN TO BE THE MAYOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

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 BRENTON HOLPER, TO ME KNOWN TO BE THE CITY AUDITOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

HORACE PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, 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, TO ME KNOWN TO BE THE CHAIRMAN OF THE HORACE PLANNING AND ZONING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE HORACE PLANNING AND ZONING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

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, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

OWNERS' CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SOUTHDALE FARMS SIXTH ADDITION" TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, AND WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, ALL STREET RIGHT OF WAYS, UTILITY AND DRAINAGE EASEMENTS SHOWN ON SAID PLAT.

HS INVESTMENTS, LLC
OWNER OF ALL LOTS AND BLOCKS

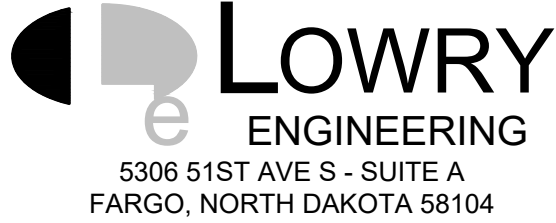
HS INVESTMENTS, LLC
BY: MATTHEW HAUFF
ITS: PRESIDENT

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 MATTHEW HAUFF, TO ME KNOWN TO BE PRESIDENT OF HS INVESTMENTS, LLC, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF HS INVESTMENTS, LLC.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SHEET 2 OF 2



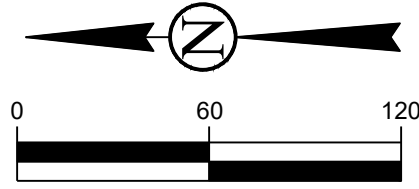
Neset
LAND SURVEYS

SOUTHDALE FARMS SIXTH ADDITION
ZONING MAP

COLOR	ZONING DISTRICT	AREA (SF)	AREA (AC)	%
	R-4 - INTERMEDIATE DENSITY RESIDENTIAL	78,090	1.79	13.4
	R-6 - HIGH DENSITY RESIDENTIAL	337,609	7.75	58.1
	PF - PUBLIC FACILITIES	25,673	0.59	4.4
	RIGHT-OF-WAY DEDICATION	140,129	3.22	24.1
	TOTAL	581,501	13.35	100.0



NOTES:
1. FUTURE LAND USE MAP DENOTES THIS AREA AS "COMPACT DEVELOPMENT".



Southdale Farms 6th Addition
Land Use Breakdown

Zoning	Area (sf)	Area (ac)	%
R-4 - Intermediate Density Residential	73,345	1.68	12.6%
R-6 - High Density Residential	352,583	8.10	60.7%
PF - Public Facilities	25,660	0.59	4.4%
Right-of-Way Dedication	129,913	2.98	22.3%
Total	581,501	13.35	100.0%



4132 30th Avenue South, Suite 100 • P.O. Box 10247 • Fargo, ND 58106-0247
P: 701.235.3300 • www.abstlaw.net

E-mail: dhauff@abstlaw.net

June 15, 2022

HS Investments, LLC
Attn: Matthew Hauff
5302 51st Avenue South
Fargo, ND 58104

RE: Preliminary Title Opinion

Dear Mr. Hauff:

In accordance with your request, we have examined the Abstract of Title No. 70739 to the following described real property, to-wit:

That part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section Eight, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, that lies Southeasterly of the Southeasterly right of way of 66th Street South, a duly dedicated street on the Plats of Southdale Farms First Addition and Southdale Farms Second Addition, according to the plats thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Our examination was made with the aid of an Abstract consisting of 172 Entries, last certified to by the Cass County Abstract Company on the 11th day of May, 2022, at 6:59 a.m. In addition, this examiner has reviewed the Partial Release of Mortgage dated June 1, 2022, and recorded June 1, 2022, as Document No. 1666761.

Assuming said Abstract to be complete and correct, it is our opinion that record title to the real property described above, as of the date and hour above mentioned, was in the name of:

HS Investments, LLC,

by virtue of the Quit Claim Deed as set forth at Entry #172 of the Abstract, dated March 25, 2022, and recorded on March 31, 2022, as Document No. 1661790, subject, however, to the following:

(1) A County Road Easement at Entry #73 of the Abstract granted to Cass County recorded July 28, 1938, as Document No. 215093.

(2) A County Road Easement at Entry #77 of the Abstract granted to Cass County recorded April 22, 1954, as Document No. 313982.

(3) An Easement at Entry #83 of the Abstract in favor of Northwestern Bell Telephone Company, to construct, operate and maintain a communication system recorded October 17, 1966, as Document No. 411268.

(4) An Easement at Entry #99 of the Abstract in favor of Northwestern Bell Telephone Company, to construct, operate and maintain a communication system recorded August 31, 1970, as Document No. 442561.

(5) An Easement at Entry #100 of the Abstract in favor of Northwestern Bell Telephone Company, to construct, operate and maintain a communication system recorded October 7, 1970, as Document No. 443439.

(6) An Easement at Entry #101 of the Abstract in favor of Northwestern Bell Telephone Company, to construct, operate and maintain a communication system recorded November 29, 1977, as Document No. 528637.

(7) An Easement at Entry #104 of the Abstract in favor of Northwestern Bell Telephone Company, to construct, operate and maintain a communication system recorded October 25, 1988, as Document No. 694296.

(8) A Permanent Easement granted to the City of Horace at Entry #153, for purposes of a sanitary sewer, recorded September 8, 2017, as Document No. 1520040.

(9) A Permanent Easement granted to the City of Horace at Entry #154, for purposes of a sanitary sewer, recorded September 8, 2017, as Document No. 1520041.

(10) A Permanent Easement granted to the City of Horace at Entry #156, for purposes of a sanitary sewer, recorded October 10, 2017, as Document No. 1522569.

(11) At Entry #163 of the Abstract there appears a Plat of Southdale Farms First Addition. The Plat was recorded May 11, 2020, as Document No. 1589970, and may affect the subject property and should be consulted for its particulars.

(12) At Entry #164 of the Abstract there appears a Plat of Southdale Farms Second Addition. The Plat was recorded January 28, 2020, as Document No. 1582383, and may affect the subject property and should be consulted for its particulars.

(13) The Abstract indicates that the real estate taxes for the year 2021 and prior years have been paid.

We have retained in our file the recording data for the above instruments mentioned in this Opinion, should further reference be necessary.

This Opinion does not extend to, and you should satisfy yourself as to the following matters which may affect the title to the property although they are not matters of record and thus not included in the Abstract:

(a) Unrecorded liens of persons who have furnished labor or materials in the improvement of the premises. Such liens may be effective although not recorded until 90 days after the last item of labor or material is furnished;

(b) The rights of persons in possession of the premises or any portion thereof;

(c) Any alleyways, easements, rights of way, buried transmission facilities, streets or judicial monuments actually located upon the ground;

(d) Encroachment of buildings or other improvements on the premises and any discrepancies in measurements or distances which an accurate survey would disclose;

(e) Rights which may have accrued since the date of the last continuation of the Abstract;

(f) Federal, state or municipal laws restricting the use of the premises, including the provisions of any applicable subdivision, zoning and building ordinances;

(g) Rights of local municipalities arising from unpaid assessments for local improvements;

(h) Access to the described property by public roadway, easement or other right of ingress or egress; and

(i) Claims of liability arising from the deposit of hazardous waste material in or on the soil or arising from underground storage tanks.

We are retaining the original Abstract for the real property described herein.

Very truly yours,

ABST LAW

David J. Hauff

18924\17 part of SE of NW and NE of SW 8-138-49 pto 6-15-22

Parcel #: 15-0200-10001-020
Owner: NEW HORIZON HOMES LLC
Address: RURAL ADDRESS
 HORACE ND 58047
Jurisdiction: Horace City

Mortgage Company:

[Map View](#) - [Legal Description](#) - [Property details](#)

Mail To: NEW HORIZON HOMES LLC
 4265 45TH ST S STE 200
 FARGO ND 58104-4309

2021**Statement #210152838**

Mill Levy Rate:	288.97
Consolidated:	\$158.94
Specials:	\$25,753.56
Drains:	\$12.69
Other:	\$0.00
Discounts:	\$7.95
Pen/Int:	\$0.00
1st Due:	\$0.00
2nd Due:	\$0.00
Amount Due:	\$0.00
Grand Total Due:	\$0.00

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2021	210152838	Real Estate	\$25,925.19	\$0.00	\$0.00	\$7.95	\$25,917.24	\$0.00	Paid



Assessments

Year	Agricultural Land	Residential Land Building	Commercial Land Building	Total	Taxable Value Before Credits	Credits	Net Taxable Value
2021	\$11,000.00	\$0.00 \$0.00	\$0.00 \$0.00	\$11,000.00	\$550.00	\$0.00	\$550.00

SPECIAL ASSESSMENTS

If any special assessment districts are listed below they are for debt service type districts where improvements are financed and a yearly installment of principal and interest is attached to your tax billing. The "Principal Remaining" is the principal balance of the assessment that has not been billed on the tax statement. The "2022 Installment" is the proposed billing of principal and interest for the next tax year. The "Paid Specials" is a listing of the principal and interest payments made each year.

Specials

Project Code	Project Name	Principle Remaining	2022 Installment	Future (proposed)	Add to Cart
X522	2019-2	\$6,836.56	\$609.51	\$0.00	
X517	City of Horace - Sewer 2017-2	\$20,813.76	\$1,925.27	\$0.00	

X529	Undefined tax item code: X529	\$265,349.60	\$22,681.62	\$0.00
Total		\$292,999.92	\$25,216.40	\$0.00



Payoff Date:

Go

Paid Specials

Year	Total Payment	Principal Amount	Interest Amount
2021	\$1,964.30	\$1,300.86	\$663.44
2021	\$623.09	\$310.75	\$312.34
2021	\$23,166.17	\$11,536.94	\$11,629.23



This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, ***HS Investments LLC***, for ***Southdale Farms 6th Addition*** to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for the ***Southdale Farms 6th Addition***.

The Horace Park District has requested ***payment in-lieu-of park land dedication*** for the ***Southdale Farms 6th Addition***. The proposed ***dollar amount*** for ***Southdale Farms 6th Addition*** is ***Eighty-seven Thousand Two Hundred Twenty-eight Dollars and 90/100 (\$87,228.90)***. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: January 6, 2022.

Horace Park District

A handwritten signature in blue ink that reads 'Wade Frank'. The signature is written in a cursive style.

Wade Frank, President of the Horace Park District

*Additional information: *The payment in lieu will be put towards the cost of park improvements in Southdale Farms.*