



## **Horace Planning & Zoning Commission Meeting Agenda**

Tuesday, August 9, 2022 – 6:00 pm

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

1. Declare Quorum
2. Regular Agenda
3. Approve the July 26, 2022, Planning & Zoning Commission Meeting Minutes
4. Southdale Farms 7<sup>th</sup> Addition | Jace Hellman, Community Development Director
  - a. Plat
    - i. Public Hearing
    - ii. Discussion & Action
  - b. Rezone
    - i. Public Hearing
    - ii. Discussion & Action
5. Adjournment



## **HORACE PLANNING and ZONING COMMISSION MEETING MINUTES**

July 26, 2022 | 6 p.m.

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

**Present:** Russell Sahr, Amy Beaton, Julie Hochhalter, Doug Wendel, Jace Hellman, Naomi Burkland (City Council) and Sarah Veit (City Council)

Chair Sahr called the meeting to order at 6:00 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 June 28, 2022, Planning and Zoning Commission Meeting Minutes**

Commissioner Wendel motioned to approve the minutes from June 28, 2022. Seconded by Commissioner Hochhalter. All in favor, none opposed. Motion carried.

### **Agenda Item 4: Dairy Queen – Sign Variance | Jace Hellman, Community Development Director**

Mr. Hellman presented the proposed plan set for Dairy Queen's signage. Mr. Hellman explained that Horace City Code allows two feet of sign area for every one foot of building frontage along public right-of-way, which is why the application was in front of the commission. Mr. Hellman explained Current City Code would only allow approximately 49 square feet for total area signage as the building only has 24.5 feet of frontage along public right-of-way. The applicant's proposal is for approximately 248 square feet of total sign area.

Chairman Sahr opened the public hearing at 6:08, no testimony was received.

Commissioner Beaton motioned to recommend approval of the Sign Variance for Dairy Queen. Seconded by Commissioner Hochhalter. All in favor, none opposed. Motion carried.

### **Agenda Item 5: Wangler Addition – Plat | Jace Hellman, Community Development Director.**

Mr. Hellman presented the application to the Commission. Mr. Hellman explained that the Wangler Addition is a one lot subdivision in order to fix a lot that was originally created as an auditor lot. The property's zoning will remain Ag. Mr. Hellman explained that this lot will be used as the applicant's primary residence, and that any further development will be subject to City review.

Chairman Sahr opened the public hearing 6:13. Several neighbors were present and were generally curious about what the application entailed; none were opposed to the Plat.

Commissioner Hochhalter motioned to recommend approval of the Wangler Addition Plat. Seconded by Commissioner Wendel. All in favor, none opposed. Motion carried.

### **Agenda Item 5: Adjournment at 6:21 p.m.**

**The next Planning and Zoning Commission meeting is scheduled for August 9, 2022 at 6 p.m.**



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

## City of Horace Commission Staff Report

<b>Entitlements Requested:</b>	<b>Subdivision</b>	<b>Zone Change</b>	Design Review	Conditional Use	Variance	Lot Spilt	Other
<b>Title:</b>	Southdale Farms 7 <sup>th</sup> Addition		<b>Application Number:</b>		CD-2022-19		
<b>Date:</b>	08/09/2022		<b>Staff Contact:</b>		Jace Hellman		
<b>Owner(s)/Applicant:</b>	New Horizon Homes LLC		<b>Applicant Contact:</b>		CM@drgteam.com		

### Purpose

New Horizon Homes LLC requests to subdivide approximately 10.95 acres into two (2) lots. Additionally, the applicant requests to rezone the approximately 10.95-acre development from its current zoning district classification of A (Agriculture) to C-2 (Town Center Commercial).

### Statement of Fact

<b>Parcel Number(s):</b>	A portion of 15020010001107
<b>Future Land Use Map Classification:</b>	The property is currently designated as Mixed Use
<b>Existing Land Use:</b>	Undeveloped agricultural land
<b>Current Zoning:</b>	A (Agriculture)
<b>Proposed Zoning:</b>	C-2 (Town Center Commercial)
<b>Development Area:</b>	10.95 acre
<b>Adjacent Zoning Districts:</b>	<b>North:</b> A (Agriculture); <b>East:</b> A (Agriculture); <b>South:</b> C-2 (Town Center Commercial); <b>West:</b> PF (Public Facility) and R-E (Residential Estates)
<b>Adjacent Street(s):</b>	<b>North:</b> 65 <sup>th</sup> Avenue South (Future Extension); <b>East:</b> County Road 17; <b>South:</b> Christianson Blvd; <b>West:</b> 68 <sup>th</sup> Street South (Proposed with Southdale 4 <sup>th</sup> Addition)
<b>Internal Street(s):</b>	No internal streets are proposed at this time.
<b>Adjacent Bike/Pedestrian Facilities:</b>	A series of multi-use pathways have been proposed within Southdale 4 <sup>th</sup> Addition directly east of this development.
<b>Adjacent Parks:</b>	<b>East:</b> Approximately 1408 feet away (Lot 2 BLK 1 Southdale Farms 2nd Addition); <b>Southeast:</b> Approximately 851 feet away (Lot 31 BLK 5 Southdale Farms 3rd Addition)
<b>Land Dedication Requirements:</b>	Per the Park District Recommendation Letter, the plat requires 0.55 acres of land dedication, however due to prior dedications the developer has a land dedication credit of 4.14 acres from prior dedications. The Park District is recommended that no dedication be required and the credit be reduced to 3.59 acres.

### **Consistency with Comprehensive Plan and Future Land Use Map**

The proposed application is consistent with the Comprehensive Plan. A Future Land Use Map Amendment for this area was approved in November of 2021. The proposed amendment changed the designation of this area from Urban to Mixed Use. The applicants request of C-2 is considered consistent with the Future Land Use Map.

### **Discussion and Observation**

The Comprehensive Plan's Existing and Proposed Bicycle and Pedestrian Facility Plan indicates the proposed shared use path along CR-17. Staff would recommend that a shared use path be required to be installed along the proposed site's frontage on CR-17 in conjunction with the development of the proposed plat.

Staff does have concern regarding the potential strain on the Christianson Boulevard and County Road 17 Intersection that may result from the number of additional vehicle trips that may be produced by this commercial development in addition to the previously approved residential developments to the south and east. A traffic Impact Study has not been provided with this application as it is not practical until future conceptual site layouts and users have been identified. Traffic Impact Studies should be required for any proposed development within the boundary of this plat.

### **Recommendation**

To accept the findings and recommendations of the staff report and recommend approval of the Rezone and Plat for Southdale Farms 7<sup>th</sup> Addition to the City Council subject to the following condition(s) of approval:

1. A Shared Use Pathway shall be constructed along CR-17 in conjunction with the development of the proposed plat.
2. Traffic Impact Studies shall be required for future development within the boundary of this plat.

### **Attachments**

1. Rezone Application
2. Plat Application
3. Southdale Farms 7<sup>th</sup> Plat
4. Park District Recommendation
5. Title Opinion
6. Future Land Use Map Amendment 11.15.2022



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

**APPLICATION DATE**

(mo/day/year)

## ZONE CHANGE APPLICATION

### 1 PROPERTY OWNER INFORMATION

**NAME (PRINTED):** New Horizon Homes LLC  
**ADDRESS:** 4609 33rd Ave S Ste 400 Fargo ND  
**PRIMARY PHONE:** 701-281-9500  
**ALTERNATIVE PHONE:**  
**EMAIL:** KyleF@christiansoncompanies.com

### 2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

**NAME (PRINTED):** Chris Mack  
**ADDRESS:** 4609 33rd Ave S Ste 400 Fargo ND  
**PRIMARY PHONE:** 701-499-3877  
**ALTERNATIVE PHONE:** 701-740-8263  
**EMAIL:** cm@drgteam.com

### 3 PROPERTY DETAILS

**LEGAL DESCRIPTION:** Sec. 8, Township 138N, Range 49W  
**ADDRESS:** N/A  
**CURRENT ZONING:** AG  
**PROPOSED ZONING:** C-2



4

## BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION

The developer is proposing a 10.95 acre development.

8

## SIGNATURE



OWNER SIGNATURE

06-20-22

DATE



06-20-22

REPRESENTATIVE SIGNATURE

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)

## SUBDIVISION APPLICATION

### 1 PROPERTY OWNER INFORMATION

**NAME (PRINTED):** New Horizon Homes LLC.

**ADDRESS:** 4609 33rd South-Ste 400 Fargo, ND

**PRIMARY PHONE:** 701-281-9500

**ALTERNATIVE PHONE:**

**EMAIL:** KyleF@christiansoncompanies.com

### 2 REPRESENTATIVE INFORMATION (DEVELOPER, SURVEYOR, ENGINEER)

**NAME (PRINTED):** Chris Mack

**ADDRESS:** 4609 33rd South-Ste 400 Fargo, ND

**PRIMARY PHONE:** 701-499-3877

**ALTERNATIVE PHONE:** 701-740-8263

**EMAIL:** cm@drgteam.com

### 3 PROPOSED SUBDIVISION DETAILS

**SUBDIVISION:** Southdale 7th Addition

**SECTION, TOWNSHIP, RANGE:** Sec. 8, Township 138N, Range 49W

**TOTAL ACRES:** 10.95

**NUMBER OF LOTS:** 2

**PROPOSED LAND USE AND ZONING:** C-2



4

**BRIEF NARRATIVE DESCRIPTION OF REASON(S) FOR APPLICATION**

The developer is proposing a 10.95 acre commercial subdivision with 2 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



7

## SUPPLEMENTAL DOCUMENTS TO BE SUBMITTED

- ☒ TITLE OPINION DOCUMENT
- ☒ VERIFICATION OF TAXES PAID (<https://proptax.casscountyny.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

06-20-22

DATE

REPRESENTATIVE SIGNATURE

06-20-22

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

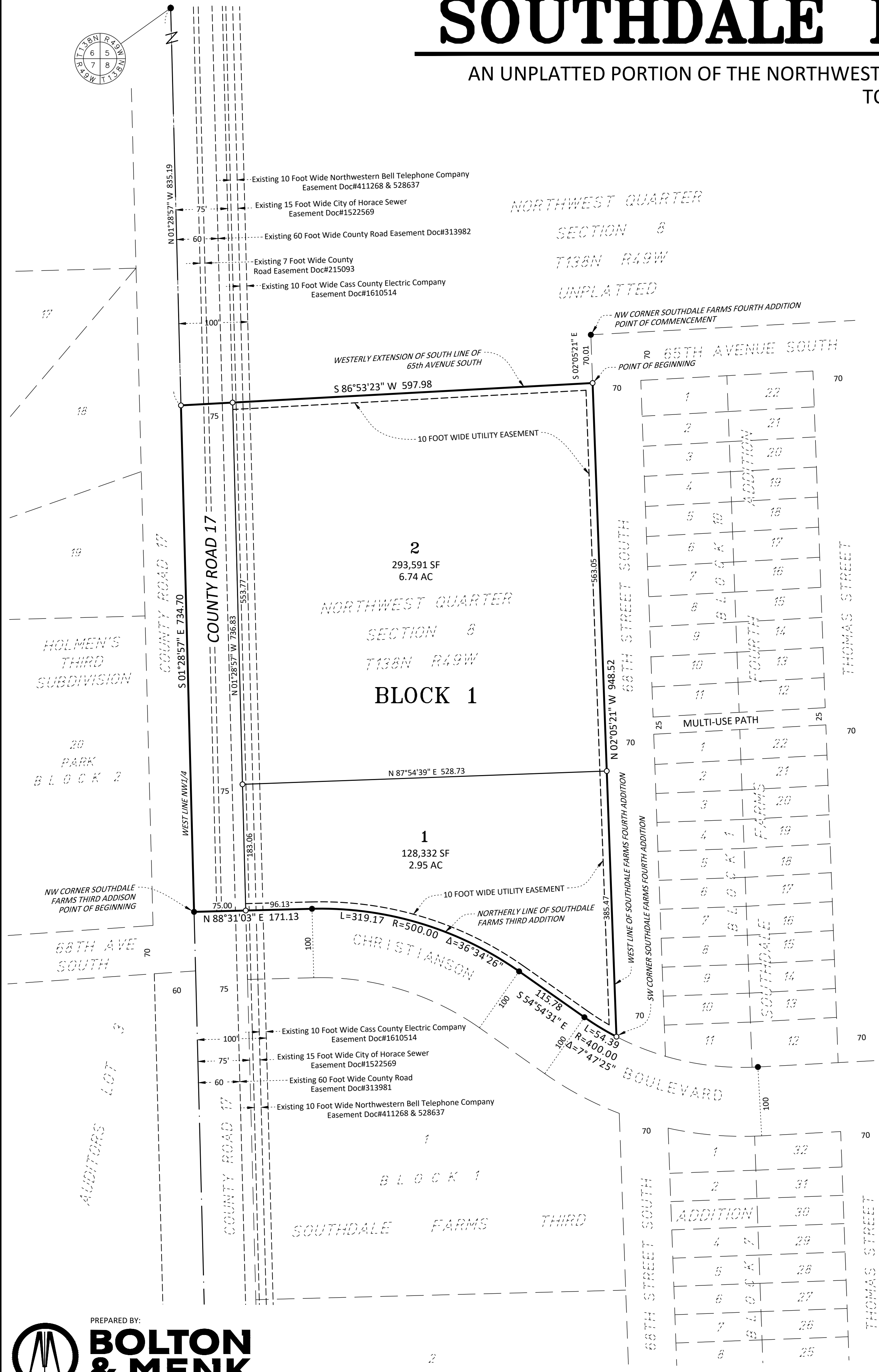
DATE FEE PAID:

**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

# SOUTHDALE FARMS SEVENTH ADDITION

AN UNPLATTED PORTION OF THE NORTHWEST QUARTER, 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 AND ACKNOWLEDGEMENT

Shawn M. Thomasson, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "SOUTHDALE FARMS SEVENTH ADDITION" to the City of Horace, those portions of the Northwest Quarter of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed or will be placed in the ground as indicated for the guidance of future surveys, and that said Addition is described as follows, to-wit:

That part of the Northwest Quarter of Section 8, Township 138 North, Range 49 West, Cass County, North Dakota described as follows:

Commencing at the northwest corner of SOUTHDALE FARMS FOURTH ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 02 degrees 05 minutes 21 seconds East, plat bearing, along the westerly line of said SOUTHDALE FARMS FOURTH ADDITION, 70.01 feet to the point of beginning; thence South 86 degrees 53 minutes 23 seconds West, along the westerly extension of the south line of said Northwest Quarter; thence South 01 degree 28 minutes 57 seconds East, along said west line, 734.70 feet to the northwest corner of SOUTHDALE FARMS THIRD ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence North 88 degrees 31 minutes 03 seconds East, along the northerly line of said SOUTHDALE FARMS THIRD ADDITION, 171.13 feet; thence southeasterly along the northerly line of said SOUTHDALE FARMS THIRD ADDITION and along a tangential curve concave to the south having a radius of 500.00 feet and a central angle of 36 degrees 34 minutes 26 seconds a distance of 319.17 feet; thence South 54 degrees 54 minutes 31 seconds East, along the northerly line of said SOUTHDALE FARMS THIRD ADDITION, 115.78 feet; thence southeasterly along the northerly line of said SOUTHDALE FARMS THIRD ADDITION and along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 7 degrees 47 minutes 25 seconds a distance of 54.39 feet to the southwest corner of said SOUTHDALE FARMS FOURTH ADDITION; thence North 02 degrees 05 minutes 21 seconds West, along the west line of said SOUTHDALE FARMS FOURTH ADDITION, 948.52 feet to the point of beginning.

Said parcel contains 10.95 acres of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Shawn M. Thomasson, Registered Professional Land Surveyor  
North Dakota License Number LS-5900

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 Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

## CITY ENGINEER'S APPROVAL

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

James Dahliman, 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 Dahliman, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

Notary Public

## CITY ATTORNEY'S APPROVAL

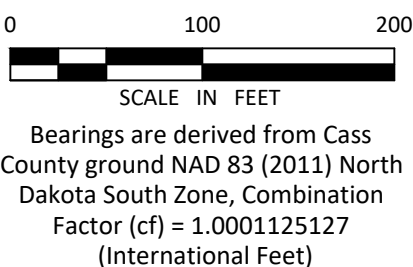
I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this \_\_\_\_ day of \_\_\_\_, 2022.

Lukas W. Croaker, City Attorney

State of North Dakota }  
County of Cass }SS

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

Notary Public



## LEGEND

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

## OWNER'S CERTIFICATE

We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "SOUTHDALE FARMS SEVENTH ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into 2 Lots and 1 Block as shown by said plat and Certificate of Shawn M. Thomasson, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate the streets, and utility easements as shown on said plat to the public for public use.

OWNER: New Horizon Homes, LLC

By: Kevin Christianson, President

State of North Dakota }  
County of Cass }SS

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

Notary Public

MORTGAGEE: First International Bank & Trust

By: \_\_\_\_\_  
State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }SS

On this \_\_\_\_ day of \_\_\_\_, 2022, before me, a notary public within and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he/she executed the same on behalf of First International Bank & Trust.

Notary Public

## HORACE PLANNING AND ZONING COMMISSION APPROVAL

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

Russell Sahr, Chairman

State of North Dakota }  
County of Cass }SS

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

Notary Public

## CITY COUNCIL APPROVAL

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

Kory Peterson, Mayor

Attest: Brenton Holper, City Auditor

State of North Dakota }  
County of Cass }SS

On this \_\_\_\_ day of \_\_\_\_, 2022, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

Notary Public

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, City Auditor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

Notary Public

# PRELIMINARY



PREPARED BY:

**BOLTON & MENK**

**From:** Wade Frank <wade@horaceparks.org>  
**Sent:** Tuesday, July 5, 2022 10:46 AM  
**To:** Brenton Holper; James Dahlman  
**Cc:** Justin Germundson; Justin Germundson; Chris Mack  
**Subject:** Southdale Farms 7th Addition Park Dedication

Brent,

At our June 27th Park Board meeting Chris Mack presented Southdale Farms 7th Addition. The Plat will require 0.55 acres of land dedication. As you know, the developer has land dedication credit from prior dedications and it is currently at 4.14 acres. Therefore, no dedication is required and the credit will be reduced to 3.59 acres.

Please accept this email as concurrence from the Park Board that Southdale Farms 7th Addition has met the requirements related to park land dedication.

Thanks,

Wade Frank  
President  
Horace Park Board



**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

July 7, 2022

City of Horace  
PO Box 99  
Horace, ND 58047

RE: CASS COUNTY ABSTRACT NO. 40456  
PRELIMINARY OPINION

Pursuant to your request, I have examined Abstract of Title No. 40456 which consists of 170 entries and which has been certified to June 24, 2022 at 6:59 a.m., covering the following described real estate:

The Northwest Quarter of Section Eight, 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; AND The West Half of the Northeast Quarter of Section Eight, 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, LESS Lots One and Two, in Block One, of North Ridge Subdivision of a part of the West Half of the Northeast Quarter of said Section Eight; and LESS the East 40 feet of the North 1,165 feet of the West Half of the Northeast Quarter of said Section Eight; EXCEPTING THEREFROM all those portions platted as Southdale Farms Second Addition to the City of Horace, Southdale Farms Third Addition to the City of Horace and Southdale Farms Fourth Addition to the City of Horace, situate in the County of Cass and the State of North Dakota; AND ALSO EXCEPTING THEREFROM the following described tract: That part of the Southeast Quarter of the Northwest Quarter of said Section Eight that lies Southeasterly of the Southeasterly right of way of 66<sup>th</sup> Street South, a duly dedicated street on the plat of Southdale Farms Second Addition to the City of Horace, Cass County, North Dakota.

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

1. I have not examined any court actions involved in this title and to the extent the same exist, their regularity is presumed.

2. This opinion does not cover oil, gas, and other minerals which have been severed from the surface by conveyances to third parties or reserved by prior grantors in the chain of title.
3. Right of Way Easement granted to Northwestern Bell Telephone Company recorded October 17, 1966 at 9:08 a.m. in Book O-4 of Misc., page 635 as document #411268.
4. Right of Way Easement granted to Northwestern Bell Telephone Company recorded November 29, 1977 at 8:13 a.m. in Book Q-7 of Misc., page 369 as document #528637.
5. Permanent Easement (Utility) granted to Cass County Electric Cooperative, Inc. recorded October 29, 2020 at 12:12 p.m. as document #1610514.
6. Easements and other matters as shown on the recorded Plat of Southdale Farms Third Addition recorded April 9, 2021 at 10:38 a.m. as document #1628490.
7. Right of Way Deed granted to Cass County, North Dakota recorded September 24, 1907 at 11:30 a.m. in Book 86 of Deeds, page 41 as document #48604; and Quit Claim Deed granted to Southeast Cass Water Resource District recorded July 16, 2009 at 8:00 a.m. as document #1270299.
8. County Road Easement granted to Cass County, North Dakota recorded July 28, 1938 at 1:08 p.m. in Book N-1 of Misc., page 9 as document #215093.
9. County Road Easement granted to Cass County, North Dakota recorded April 22, 1954 at 11:13 a.m. in Book K-2 of Misc., page 444 as document #313982.
10. Right of Way Easement granted to Northwestern Bell Telephone Company recorded October 17, 1966 at 9:08 a.m. in Book O-4 of Misc., page 635 as document #411268.
11. Right of Way Easement granted to Northwestern Bell Telephone Company recorded October 7, 1970 at 8:08 a.m. in Book K-5 of Misc., page 240 as document #443439.
12. Right of Way Easement granted to Northwestern Bell Telephone Company recorded October 25, 1988 at 2:17 p.m. as document #694296.
13. Permanent Easement granted to the City of Horace recorded September 8, 2017 at 8:00 a.m. as document #1520041.
14. Permanent Easement granted to the City of Horace recorded October 10, 2017 at 8:00 a.m. as document #1522569.

15. Easements and other matters as shown on the recorded Plat of Southdale Farms Second Addition recorded January 28, 2020 at 1:43 p.m. as document #1582383.
16. Telephone Company Right of Way Easement granted to Dickey Rural Telephone Cooperative recorded September 14, 2021 at 8:37 a.m. as document #1645167.
17. Telephone Company Right of Way Easement granted to Dickey Rural Telephone Cooperative recorded September 14, 2021 at 8:37 a.m. as document #1645168.
18. Easements and other matters as shown on the recorded Plat of Southdale Farms Fourth Addition recorded May 31, 2022 at 8:48 a.m. as document #1666490.
19. Mortgage executed by New Horizon Homes LLC, in favor of First International Bank & Trust in the amount of \$6,100,000.00, dated May 26, 2020 and recorded June 9, 2020 at 1:12 p.m. as document #1593351. Mortgage re-recorded July 10, 2020 at 9:28 a.m. as document #1597093.
20. Mortgage executed by New Horizon Homes LLC, in favor of First International Bank & Trust in the amount of \$2,330,500.00, dated May 26, 2020 and recorded July 10, 2020 at 9:28 a.m. as document #1597127.  
  
Modification of Mortgage recorded June 1, 2021 at 8:00 a.m. as document #1634069 and recorded June 8, 2022 at 8:00 a.m. as document #1667425.
21. Mortgage executed by New Horizon Homes LLC, in favor of First International Bank & Trust in the amount of \$4,881,750.00, dated April 21, 2021 and recorded April 23, 2021 at 3:56 p.m. as document #1630168.  
  
Modification of Mortgage recorded June 9, 2022 at 11:33 a.m. as document #1667565.
22. Mortgage executed by New Horizon Homes LLC, in favor of First International Bank & Trust in the amount of \$1,007,000.00, dated June 7, 2022 and recorded June 8, 2022 at 8:00 a.m. as document #1667386.
23. Mortgage executed by New Horizon Homes LLC, in favor of First International Bank & Trust in the amount of \$7,345,000.00, dated June 7, 2022 and recorded June 8, 2022 at 8:00 a.m. as document #1667387.
24. Taxes for the year 2021 are shown as paid.



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.

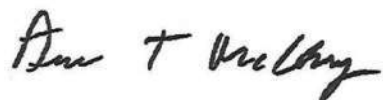
Information relative to zoning restrictions is beyond the scope of this opinion, but may be obtained from the building inspector of the municipality in which the property is located.

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

RIGHT OF WAY EASEMENT

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

NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 7, T-138-N, R-49-W

NW $\frac{1}{4}$  and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 8, T-138-N, R-49-W

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

Approximately 80' south of the east-west center of section line or road and  
approximately 80' east of the northsouth center of section line or road  
bordering Section 7 on the north and Section 8 on the west.

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

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

WITNESS their hands and seal this 6 day of July, 1966.

Witness

Emil R Miller

Signed

Milton H. Holmen

Witness

Signed



STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

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

Notary Public \_\_\_\_\_ County, \_\_\_\_\_ (State)  
 My commission expires \_\_\_\_\_, 19\_\_\_\_

STATE OF North Dakota )  
 ) SS  
 COUNTY OF Cass )

On this 14<sup>th</sup> day of July, 1966, appeared before me  
Emil R. Miller to me personally known to be the person whose  
 name is subscribed to this instrument as a subscribing witness, who being  
 first duly sworn, says that Milton A. Falmer, whose name \_\_\_\_\_ are/is  
 subscribed to the instrument as party \_\_\_\_\_ of the first part are/is the  
 person \_\_\_\_\_ described in it, that such persons executed it in his presence  
 and that the witness subscribed his name thereto as a witness,

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

Ronald J. Paul  
Cass County, ND (State)  
 \_\_\_\_\_ Notary Public

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

For Telephone Company Use Only

Name of Exchange \_\_\_\_\_  
 Job Order # \_\_\_\_\_  
 Project. or Est. # \_\_\_\_\_  
 L. S. # \_\_\_\_\_  
 R/W Secured By \_\_\_\_\_

DOCUMENT NO. 411268

Recording 1.50 chg.  
 Aud. Transfer \_\_\_\_\_  
 FEES

STATE OF NORTH DAKOTA, ss.  
 COUNTY OF CASS.

REGISTER'S OFFICE

I hereby certify that the above instru-  
 ment was filed in this office for record on  
 the 17 day of Oct.

A. D. 1966, at 908 o'clock A.M.,

and was duly recorded in Book 94

of Missal., Page 635

A. Friedman

REGISTER OF DEEDS.

Deputy

N. H. Bell Telephone Co.

1.

590

71793

Form NDE-17  
Rev. Aug. 77

## RIGHT OF WAY EASEMENT

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

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

W $\frac{1}{2}$  NW $\frac{1}{4}$  & NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 8 T138N R49W

along the following route:  
See attached sketch.

NO TERMINALS OR MARKER POSTS TO BE PLACED ON CROP LAND.

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

Signed and sealed this 26 day of OCT, 19 77, at KINDRED N.D.

Witness:

Byron Rossum

Signed:

Allen Christianson

STATE OF NO DAK  
County of CASS SS

On this 26 day of OCT, 19 77,  
before me, a NOTARY PUBLIC within and for said  
County, personally appeared  
ALLEN CHRISTIANSON

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.

Byron Rossum  
Notary Public, RICHLAND COUNTY, N. Dak.  
My Commission expires June 7, 1979.

My commission expires \_\_\_\_\_, 19\_\_\_\_

STATE OF \_\_\_\_\_ SS  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, appeared

before me  
to me personally known to be the person whose name is subscribed to  
this instrument as a subscribing witness, who being first duly sworn, says

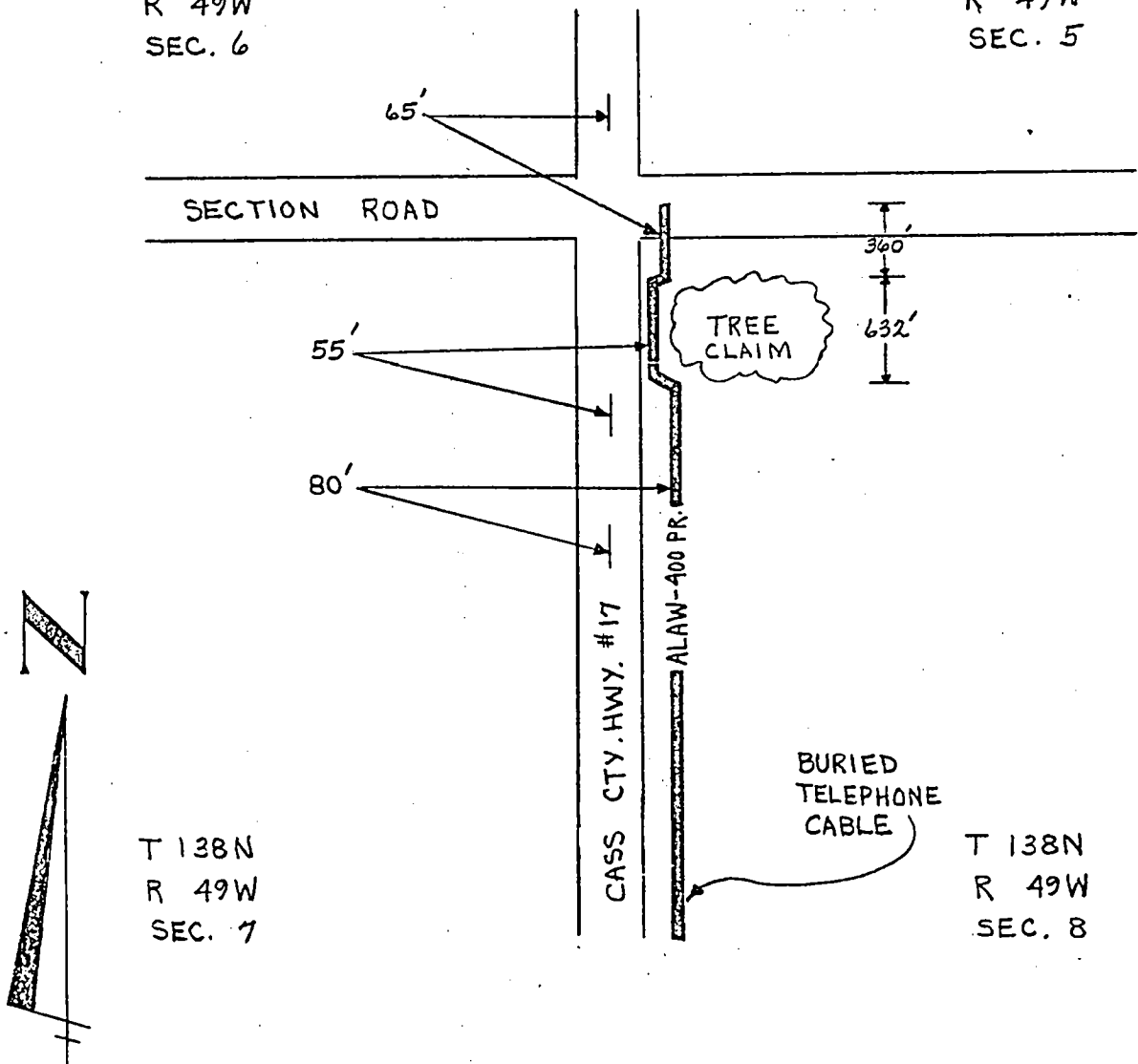
that \_\_\_\_\_, whose  
name \_\_\_\_\_ are/is subscribed to the instrument as party \_\_\_\_\_ of the first  
part are/is the person \_\_\_\_\_ described in it, that such persons executed  
it in his presence and that the witness subscribed his name thereto as a  
witness.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_, 19\_\_\_\_

T 138N  
R 49W  
SEC. 6

T 138N  
R 49W  
SEC. 5



WEST FARGO, NORTH DAKOTA  
CASS COUNTY  
EST. W 9643

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

For Telephone Company Use Only—

Name of Exchange West Fargo  
Job Order # \_\_\_\_\_  
Project or Est. # W 9643  
L.S. # \_\_\_\_\_  
R/W Secured By \_\_\_\_\_

STATE OF NORTH DAKOTA,  
COUNTY OF CASS.

REGISTER'S OFFICE

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

the 29 day of Nov.

A. D. 19 72, at 813 o'clock A. M.,

and was duly recorded in Book A-7

of March, Page 369

of Leanna Penarid

REGISTER OF DEEDS.

By Samuel Deputy.

N.W. Bell Telephone Co.

DOCUMENT NO. 528627

RECORDING FEES 700.00



1610514

Page: 1 of 5  
10/29/2020 12:12 PM  
EASE \$20.00

PROPERTY RESOURCES GROUP

## PERMANENT EASEMENT (Utility)

KNOW ALL MEN BY THESE PRESENTS that New Horizon Homes, LLC, a North Dakota limited liability company, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, hereby grants unto Cass County Electric Cooperative, Inc., a cooperative corporation, whose address is Fargo, ND (hereinafter referred to as "Grantee") and to its successors and assigns, the right to enter upon the lands of Grantor situated in the County of Cass and State of North Dakota, and more particularly described below:

See attached Exhibit A for legal description.

The Grantor further grants to Grantee the right to construct, operate and maintain on the above-described premises an electrical transmission or distribution line or system along with the right to enter upon the premises for the purpose of maintaining and repairing said transmission or distribution line or system. The Grantee's electrical transmission or distribution line or system shall be constructed, operated and maintained as underground facilities on the above-described premises.

The Grantor agrees that all wires and other facilities including any main service entrance equipment installed on the above-described premises at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee upon termination of service to or on said land.

The Grantor covenants and agrees that no structure or building shall be placed over underground conduits and electric lines.

Grantee, its successors and assigns, agrees that it will not disturb, injure or in any manner interfere with said utility easement and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the



1610514

Page: 2 of 5

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EASE \$20.00

PROPERTY RESOURCES GROUP

above-described premises, provided that Grantee shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of construction or maintenance of said easement and customary appurtenances was begun.

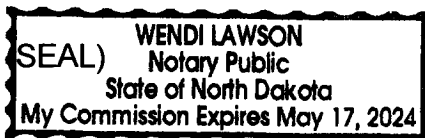
IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 22<sup>nd</sup> day of OCTOBER, 2020.

New Horizon Homes, LLC

By: Kevin Christianson  
Its: President

STATE OF NORTH DAKOTA     )  
   )  
COUNTY OF CASS             )

On this 22nd day of October, 2020, before me, a Notary Public in and for said County and State, appeared Kevin Christianson, known to me to be a President of New Horizon Homes, LLC, a North Dakota limited liability company, and stated that said instrument was signed and acknowledged the execution of said instrument to be his voluntary act and deed on behalf of New Horizon Homes, LLC.

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





1610514

Page: 3 of 5  
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PROPERTY RESOURCES GROUP

EASE \$20.00

Exhibit A

## EASEMENT EXHIBIT

### EASEMENT DESCRIPTION

A utility easement over, under and across the following described property:

The East 10.00 feet of the West 25.00 feet of Lots 1 and 2, Block 1, SOUTHDALE FARMS FIRST ADDITION, according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

And

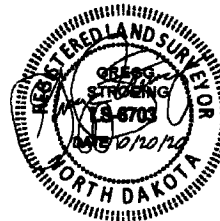
The East 10.00 feet of the West 100.00 feet of the part of the North Half of the Southwest Quarter of Section 8, Township 138 North, Range 49 West, Cass County, North Dakota that lies northerly of the north line of said SOUTHDALE FARMS FIRST ADDITION.

AND

The East 10.00 feet of the West 100.00 feet of the Northwest Quarter of Section 8, Township 138 North, Range 49 West, Cass County, North Dakota.

### SURVEYOR'S CERTIFICATION

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



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SHEET 1 OF 2

### EASEMENT EXHIBIT HORACE, NORTH DAKOTA



**BOLTON  
& MENK**

3168 41ST STREET SOUTH, SUITE 2  
FARGO, NORTH DAKOTA 58104  
(701) 566-5339

PART OF LOTS 1 AND 2, BLOCK 1, SOUTHDALE FARMS  
FIRST ADDITION AND PART OF THE NORTH HALF OF THE  
SOUTHWEST QUARTER AND PART OF THE NORTHWEST  
QUARTER OF SECTION 8, T138N, R49W  
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

FOR: NEW HORIZON HOMES, LLC

DRAWN BY: JSZ

H:\PACESL0D PR\001122844\CAD\C3D\122844 V PROP N1-EASE-CCE.dwg 10/20/2020 7:27 AM

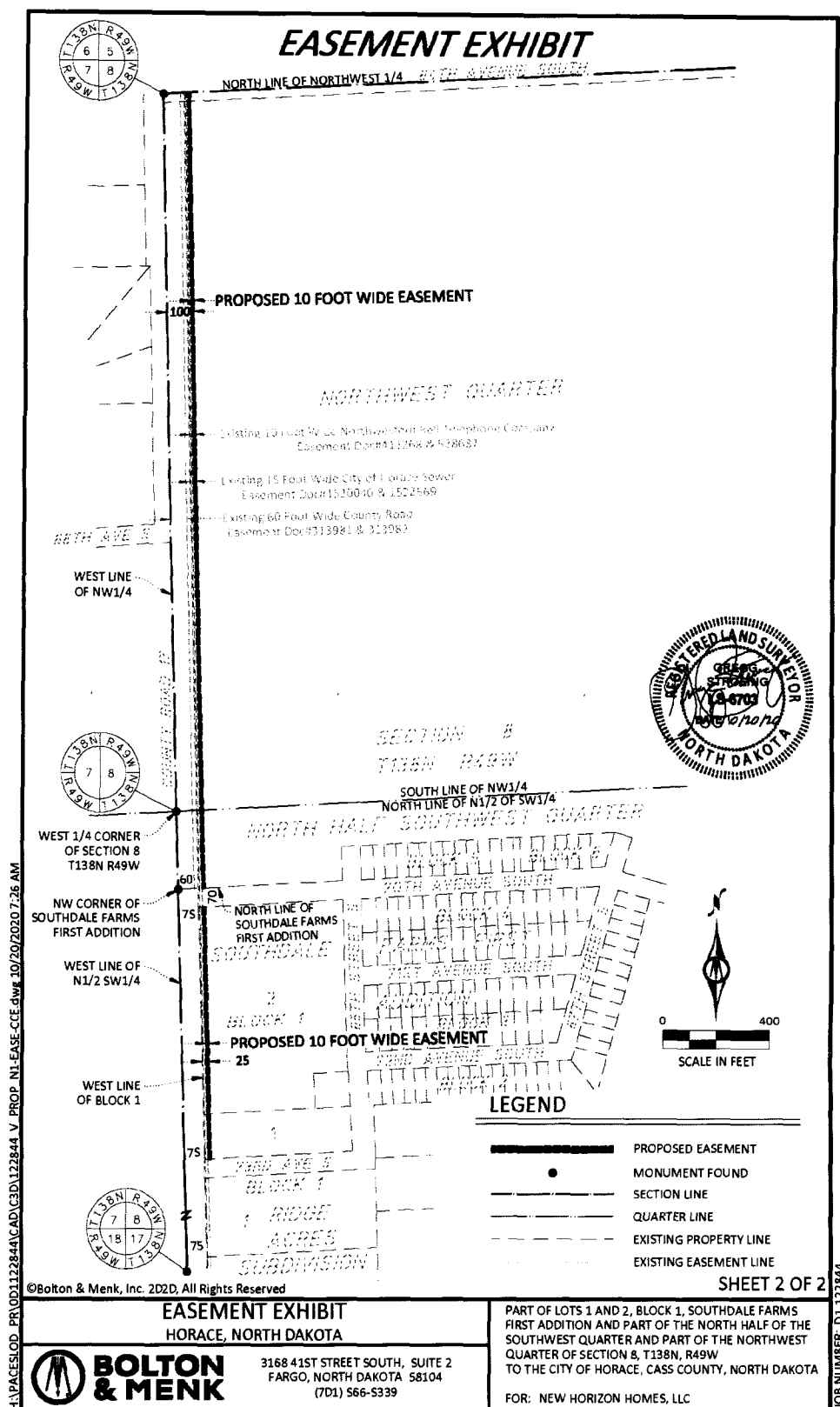
JOB NUMBER: D1-122844



10/29/2020 12:12 PM

EASE	\$20.00
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PROPERTY RESOURCES GROUP





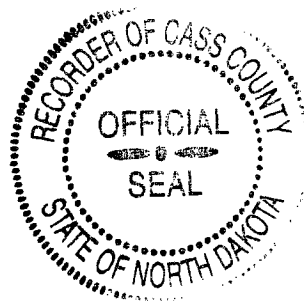
PROPERTY RESOURCES GROUP

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

**1610514**  
Page: 5 of 5  
10/29/2020 12:12 PM  
EASE \$20.00

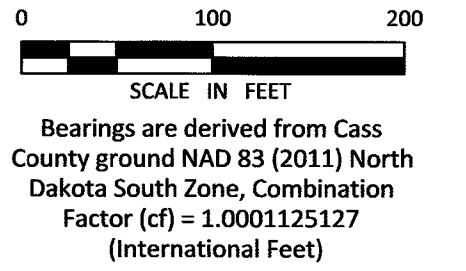
by *Teresa A. Kirby*, Deputy

**1610514**



# SOUTHDALE FARMS THIRD ADDITION

AN UNPLATTED PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND SOUTH HALF OF THE NORTHWEST QUARTER, SECTION 8,  
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN  
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



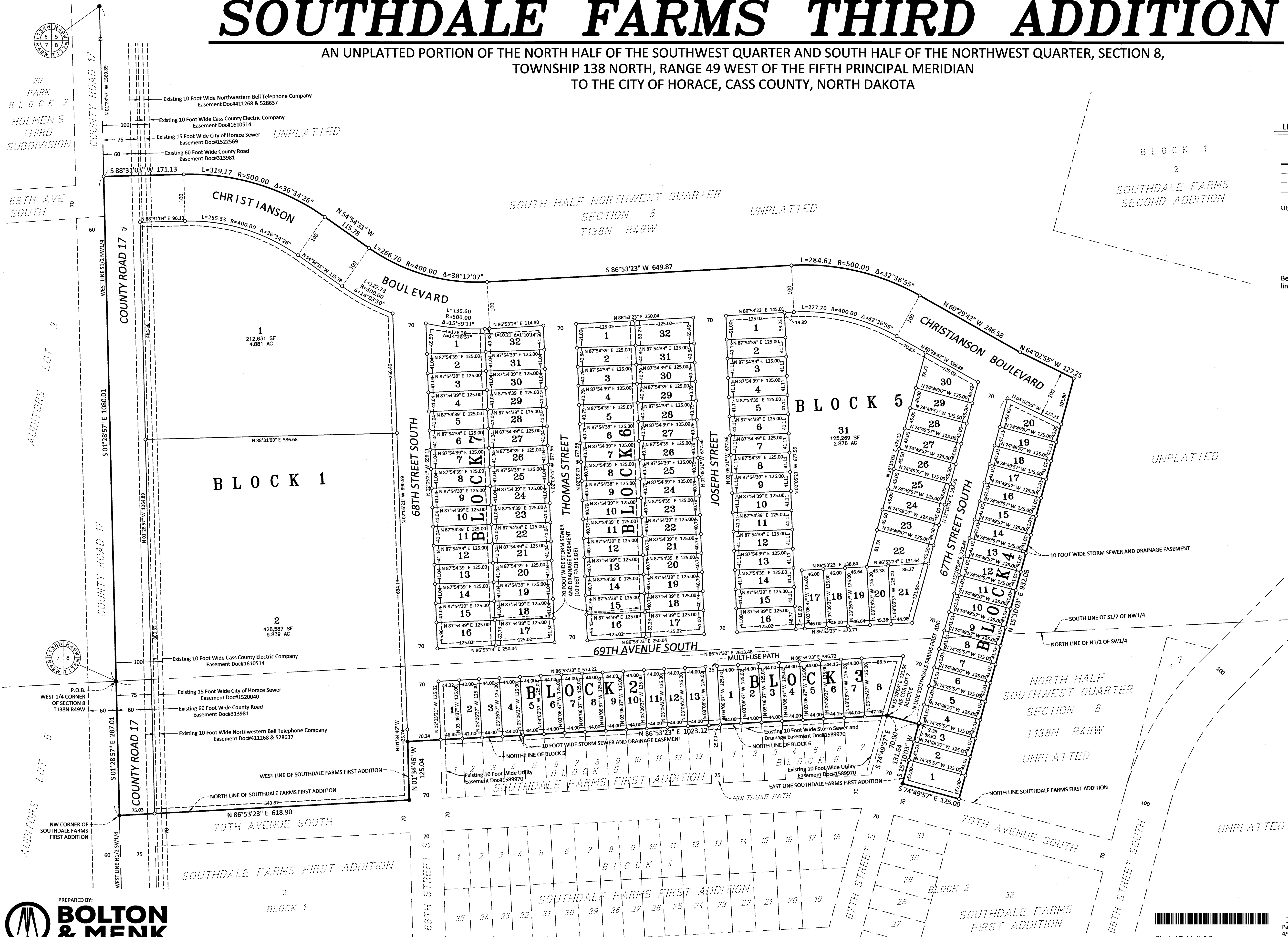
LEGEND	
○	5/8" x 18" LONG REBAR, MONUMENT SET CAP MARKED BY LIC. NO. 15-6703
●	5/8" DIAMETER REBAR FOUND
---	SUBJECT PROPERTY LINE
---	EXISTING PROPERTY LINE
---	EASEMENT LINE
---	SECTION/QUARTER LINE

Utility easements are shown thus:

LOT  
STREET

AVENUE

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.



PREPARED BY:  
**BOLTON & MENK**

1628490  
Page: 1 of 2  
4/9/2021 10:38 AM  
PLAT \$50.00



SHEET 1 OF 2



# SOUTHDALE FARMS THIRD ADDITION

AN UNPLATTED PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND SOUTH HALF OF THE NORTHWEST QUARTER, 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 AND ACKNOWLEDGEMENT

Gregg Stroeing, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "SOUTHDALE FARMS THIRD ADDITION" to the City of Horace, those portions of the North Half of the Southwest Quarter and the South Half of the Northwest Quarter of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed or will be placed in the ground as indicated for the guidance of future surveys, and that said Addition is described as follows, to-wit:

Beginning at the west quarter corner of said Section 8; thence South 01 degree 28 minutes 57 seconds East, along the west line of said North Half of the Southwest Quarter, 287.01 feet to a northwest corner of SOUTHDALE FARMS FIRST ADDITION, according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence North 86 degrees 53 minutes 23 seconds East, along a north line of said SOUTHDALE FARMS FIRST ADDITION, 618.90 feet to a corner of said SOUTHDALE FARMS FIRST ADDITION; Thence North 01 degree 34 minutes 46 seconds West, along a west line of said SOUTHDALE FARMS FIRST ADDITION, 125.04 feet to a corner of said SOUTHDALE FARMS FIRST ADDITION; thence North 86 degrees 53 minutes 23 seconds East, along the north lines of Blocks 5 and 6 of said SOUTHDALE FARMS FIRST ADDITION, 1023.12 feet to the northeast corner of Lot 7 said Block 6; thence South 74 degrees 49 minutes 57 seconds East, along a north line of said SOUTHDALE FARMS FIRST ADDITION, 70.00 feet to an east line of said SOUTHDALE FARMS FIRST ADDITION; thence South 15 degrees 10 minutes 03 seconds West, along said east line, 131.64 feet to the north line of 70th Avenue South as dedicated in said SOUTHDALE FARMS FIRST ADDITION; thence South 74 degrees 49 minutes 57 seconds East, along said north line, 125.00 feet; thence North 15 degrees 10 minutes 03 seconds East 932.08 feet; thence North 64 degrees 02 minutes 55 seconds West 127.25 feet; thence North 60 degrees 29 minutes 42 seconds West 246.58 feet; thence westerly along a tangential curve concave to the south having a radius of 500.00 feet and a central angle of 32 degrees 36 minutes 55 seconds a distance of 284.62 feet; thence South 86 degrees 53 minutes 23 seconds West, tangent to said curve, 649.87 feet; thence northwesterly along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 38 degrees 12 minutes 07 seconds a distance of 266.70 feet; thence North 54 degrees 54 minutes 31 seconds West, tangent to said curve, 115.78 feet; thence westerly along a tangential curve concave to the southwest having a radius of 500.00 feet and a central angle of 36 degrees 34 minutes 26 second a distance of 319.17 feet; thence South 88 degrees 31 minutes 03 seconds West, tangent to said curve, 171.13 feet to the west line of said South Half of the Northwest Quarter; thence South 01 degree 28 minutes 57 seconds East, along said west line, 1080.01 feet to the point of beginning.

Said parcel contains 48.086 acres of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

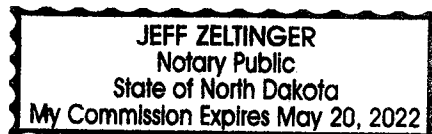
Gregg Stroeing, Registered Professional Land Surveyor  
North Dakota License Number LS-6703



State of North Dakota }SS  
County of Cass

On this 1<sup>st</sup> day of DECEMBER, 2020, before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Jeff Zelinger  
Notary Public



## CITY ENGINEER'S APPROVAL

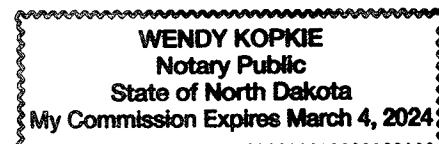
Approved by the Horace City Engineer this 14<sup>th</sup> day of DECEMBER, 2020.

James A. Dahlman  
James Dahlman, City Engineer

State of North Dakota }SS  
County of Cass

On this 14<sup>th</sup> day of DECEMBER, 2020, before me, a notary public within and for said County and State, personally appeared James Dahlman, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

Wendy Kopke  
Notary Public



## OWNER'S CERTIFICATE

We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "SOUTHDALE FARMS THIRD ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into 138 Lots and 7 Blocks as shown by said plat and Certificate of Gregg Stroeing, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate the streets, avenues, multi-use path, storm sewer and drainage easements, and utility easements as shown on said plat to the public for public use.

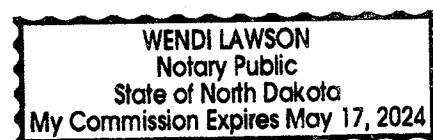
OWNER: New Horizon Homes, LLC

Kevin Christianson, President

State of North Dakota }SS  
County of Cass

On this 2<sup>nd</sup> day of DECEMBER, 2020 before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.

Wendi Lawson  
Notary Public



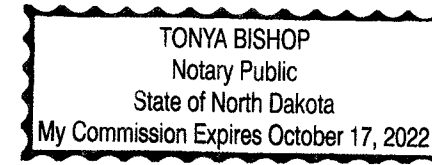
MORTGAGEE: First International Bank & Trust

Brian Hagen, East Market President

State of NO }SS  
County of CASS

On this 1<sup>st</sup> day of DECEMBER, 2020, before me, a notary public within and for said County and State, personally appeared Brian Hagen, East Market President, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of First International Bank & Trust.

TONYA BISHOP  
Notary Public



BLOCK 2	
LOT #	SQUARE FEET
1	5,667
2	5,250
3	5,500
4	5,500
5	5,500
6	5,500
7	5,500
8	5,500
9	5,500
10	5,500
11	5,500
12	5,500
13	5,500

BLOCK 3	
LOT #	SQUARE FEET
1	5,500
2	5,500
3	5,500
4	5,500
5	5,500
6	5,519
7	5,500
8	8,491

BLOCK 4	
LOT #	SQUARE FEET
1	6,500
2	5,126
3	5,126
4	5,126
5	5,126
6	5,126
7	5,126
8	5,126
9	5,126
10	5,126
11	5,126
12	5,126
13	5,126
14	5,126
15	5,126
16	5,126
17	5,126
18	5,126
19	5,139
20	6,488

BLOCK 5	
LOT #	SQUARE FEET
1	6,514
2	5,142
3	5,139
4	5,139
5	5,139
6	5,139
7	5,139
8	5,139
9	5,139
10	5,139
11	5,139
12	5,139
13	5,139
14	5,139
15	5,139
16	6,236
17	5,750
18	5,750
19	5,831
20	5,672
21	8,208
22	7,643
23	5,625
24	5,625
25	5,625
26	5,625
27	5,625
28	5,625
29	5,625
30	7,799

BLOCK 6	
LOT #	SQUARE FEET
1	6,514
2	5,105
3	5,099
4	5,099
5	5,099
6	5,099
7	5,099
8	5,099
9	5,099
10	5,099
11	5,099
12	5,099
13	5,099
14	5,099
15	5,099
16	6,793
17	6,514
18	5,099
19	5,099
20	5,099
21	5,099
22	5,099
23	5,099
24	5,099
25	5,099
26	5,099
27	5,099
28	5,099
29	5,099
30	5,099
31	5,105
32	6,793

BLOCK 7	
LOT #	SQUARE FEET
1	6,850
2	5,130
3	5,130
4	5,130
5	5,130
6	5,130
7	5,130
8	5,130
9	5,130
10	5,130
11	5,130
12	5,130
13	5,130
14	5,130
15	5,130
16	6,855
17	6,577
18	5,130
19	5,130
20	5,130
21	5,130
22	5,130
23	5,130
24	5,130
25	5,130
26	5,130
27	5,130
28	5,130
29	5,130
30	5,130
31	5,130
32	6,299

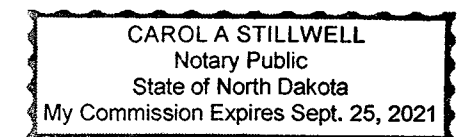
## CITY ATTORNEY'S APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this 6<sup>th</sup> day of January, 2021.

Lukas W. Croaker  
Lukas W. Croaker, City Attorney  
State of North Dakota }SS  
County of Cass

On this 6<sup>th</sup> day of January, 2021, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.

Carol A. Stillwell  
Notary Public



## HORACE PLANNING AND ZONING COMMISSION APPROVAL

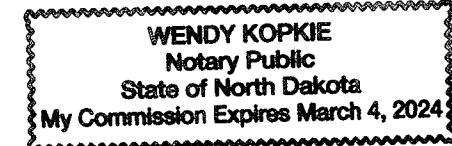
This plat in the City of Horace is hereby approved this 27<sup>th</sup> day of October, 2020.

Russell Sahr, Chairman

State of North Dakota }SS  
County of Cass

On this 9<sup>th</sup> day of December, 2020, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning and Zoning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning and Zoning Commission.

Wendy Kopke  
Notary Public



## CITY COUNCIL APPROVAL

This plat in the City of Horace is hereby approved this 7<sup>th</sup> day of December, 2020.

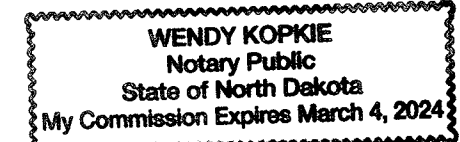
Kory Peterson, Mayor

Attest: Brenton Holper, City Auditor

State of North Dakota }SS  
County of Cass

On this 10<sup>th</sup> day of DECEMBER, 2020, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

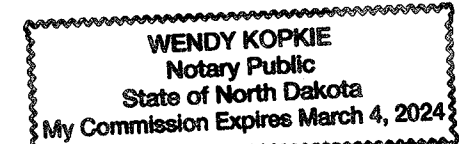
Wendy Kopke  
Notary Public



State of North Dakota }SS  
County of Cass

On this 10<sup>th</sup> day of DECEMBER, 2020, before me, a notary public within and for said County and State, personally appeared Brenton Holper, City Auditor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

Wendy Kopke  
Notary Public



AUDITOR'S OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
4/9/2021  
Taxes and Special Assessments paid and transfer entered.  
Michael J. Peterson, AUDITOR  
DLI DEPUTY



1628490  
Page: 2 of 2  
4/9/2021 10:38 AM  
PLAT \$50.00  
Olnstad Twichell, P.C.  
RECORDER'S OFFICE, CASS COUNTY, ND  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER  
4/9/2021 10:38 AM  
by Shana Garcia, Dep  
Recorded Electronically  
1628490





Document No.

48604

I,

P. S. Golberg

(and

Hannah S. Golberg

my wife,)

owner of the following described lands situated in the County of Cass and State of North Dakota, viz:

The West half of the North East Quarter  
of Section Eight Township one hundred  
and thirty eight (138) Range forty nine (49)

in consideration of the sum of

Thirty <sup>no</sup>/<sub>100</sub> (30<sup>cc</sup>)

Dollars

and other good and valid consideration, the receipt whereof is hereby acknowledged, do hereby grant, sell and convey, and forever re-

lease to the people of the County of Cass, in the State of North Dakota, right of way for the laying out, construction and maintenance

of a public drain, as the same may be located by the Board of Drain Commissioners, through said above described lands, being a strip of

land

One <sup>5</sup>/<sub>10</sub> Acres (150)

One Hundred (100)

feet wide along said drain as the same may be constructed through said described lands. And we hereby release all

claims to damages by reason of the laying out, construction and maintenance thereof through our said lands.

Dated August 21 1907

Signed, Sealed and Delivered in Presence of

Guy L. Wallace

Geo J. Christian

P. S. Golberg

[SEAL]

Hannah S. Golberg

[SEAL]

[SEAL]

STATE OF NORTH DAKOTA,

County of Cass.

ss:

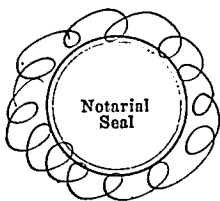
On this 21 day of August in the year 1907, before me person-

ally appeared

P. S. Golberg &amp; Hannah S. Golberg

known to me to be the person who are described in and who executed the within and foregoing instrument,

and acknowledged that he executed the same.



Guy L. Wallace

Notary Public, Cass County, N. Dak.

My Commission expires

July 24 1909

Filed for record this

22<sup>nd</sup>

day of

Sept

A. D. 1907

at

11<sup>30</sup>

o'clock

A. M.

By

Deputy.

B. H. Holte

Register of Deeds.



1270299

Page: 1 of 5  
7/16/2009 8:00 AM  
QCD \$32.00

OHNSTAD TWICHELL

### QUIT CLAIM DEED

THIS INDENTURE, made this 6<sup>th</sup> day of July, 2009, between CASS COUNTY, a North Dakota political subdivision, whose post office address is P.O. Box 2806, Fargo, North Dakota 58108-2806, Grantor, and SOUTHEAST CASS WATER RESOURCE DISTRICT, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301, Grantee.

WHEREAS, Grantor owns certain real property in the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eight (8), Township One Hundred and Thirty-eight (138) North, Range Forty-nine (49) West, Cass County, North Dakota, as more particularly described below, for purposes of drain right-of-way for Cass County Drain No. 27 under that document recorded in the office of the County Recorder in and for Cass County, North Dakota, on September 24, 1907 at 11:30 a.m., in Book 86 of Deeds, Page 41.

WHEREAS, Grantor wishes to convey to Grantee all of Grantor's rights and interests in the property described below created under that document recorded in the office of the County Recorder in and for Cass County, North Dakota, on September 24, 1907 at 11:30 a.m., in Book 86 of Deeds, Page 41.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Grantor quit claims to Grantee all of Grantor's rights and interests under that document recorded in the office of the County Recorder in and for Cass County, North Dakota, on September 24, 1907 at 11:30 a.m., in Book 86



1270299

Page: 2 of 5  
7/16/2009 8:00 AM  
QCD \$32.00

OHNSTAD TWICHELL

of Deeds, Page 41, in the following real property in Cass County, North Dakota, and described as follows:

The West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eight (8), Township One Hundred Thirty-eight (138), Range Forty-nine (49).

A strip of land 100 feet wide containing 1.50 acres more or less.

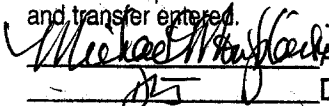
WITNESS, the hand of Grantor:

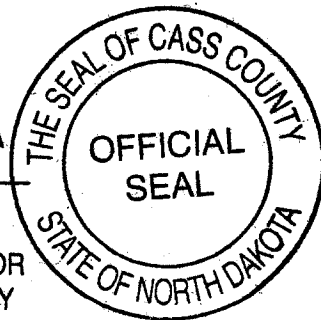
CASS COUNTY

By:   
Robyn Sorum, Chair

ATTEST:

  
Michael Montplaisir, Cass County Auditor

AUDITOR'S OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
16 July 2009  
Taxes and Special Assessments paid  
and transfer entered.  
 AUDITOR  
DEPUTY





Page: 3 of 5  
7/16/2009 8:00 AM  
QCD \$32.00

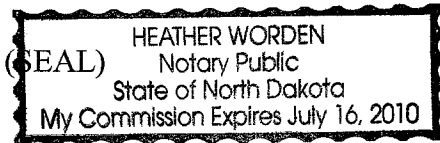
OHNSTAD TWICHELL

[illegible]

On this 10th day of July, 2009, before me, a Notary Public in and for said County and State, personally appeared Robyn Sorum and Michael Montplaisir, known to me to be the Chair of the Cass County Commission and the Cass County Auditor, respectively, of Cass County, a North Dakota political subdivision, who executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of Cass County.

Zeichenwerk

Notary Public, Cass County, ND  
My Commission Expires:



I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision e of subsection 6 of North Dakota Century Code Section 11-18-02.2.

7-6-2009  
Date

Signed: [Signature]  
Grantee or Agent

The legal description contained in this instrument was obtained from a previously recorded instrument.



55975 WALKER Bros. & HARDY, FARGO, N. D.

rent No.  
604  
8604

I, P. S. Golberg  
(and Hannah S Golberg my wife,)

owner of the following described lands situated in the County of Cass and State of North Dakota, viz:

The West half of the North East Quarter  
of Section Eight Township one hundred  
and thirty eight (138) Range forty nine (49)

in consideration of the sum of Thirty <sup>no/100</sup> (30<sup>00</sup>) Dollars

and other good and valid consideration, the receipt whereof is hereby acknowledged, do hereby grant, sell and convey, and forever re-  
lease to the people of the County of Cass, in the State of North Dakota, right of way for the laying out, construction and maintenance  
of a public drain, as the same may be located by the Board of Drain Commissioners, through said above described lands, being a strip of  
land One <sup>50/100</sup> acres (1<sup>50</sup>)

One Hundred (100)

feet wide along said drain as the same may be constructed through said described lands. And we hereby release all  
claims to damages by reason of the laying out, construction and maintenance thereof through our said lands.

Dated August 31 1907

Signed, Sealed and Delivered in Presence of

Guy L Wallace  
Geo J Christian

P. S. Golberg [SEAL]

Hannah S Golberg [SEAL]

[SEAL]

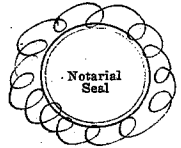
STATE OF NORTH DAKOTA,

County of Cass.

ss: On this 21 day of August in the year 1907, before me person-

ally appeared P. S. Golberg & Hannah S. Golberg

known to me to be the person who are described in and who executed the within and foregoing instrument,  
and acknowledged that they executed the same.



Guy L Wallace

Notary Public, Cass County, N. Dak.

My Commission expires July 14 1909

Filed for record this 24<sup>th</sup> day of Sept A. D. 1907 at 11<sup>30</sup> o'clock A.M.

Ed Holte

Register of Deeds





1270299

Page: 5 of 5  
7/16/2009 8:00 AM  
QCD \$32.00

OHNSTAD TWICHELL

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

7/16/2009 8:00 AM

by Jewel A Spies 1270299



Document No.

215093

COUNTY ROAD EASEMENT

THIS INDENTURE, made and entered into this 21 day of May 1937 by and between Hannah S. Goldberg

part y of the first part and Cass County, ~~North Dakota a municipal corporation~~ party of the second part. WITNESSETH: That the said part y of the first part for and in consideration of the sum of ONE DOLLAR & 00/100 to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged do by these presents grant and convey unto the said party of the second part for their use as a public highway so long as it shall be used for that purpose, that tract or parcel of land lying and being in the County of Cass and State of North Dakota and described as follows, to-wit:

The east seven feet of the west forty feet of the Northwest quarter (NW 1/4) of Section eight (8) and the west seven feet of the east forty feet of the northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of Section seven (7) all in Township one hundred thirty eight (138) Range forty nine.

It is understood that the said land is hereby granted and conveyed for highway purposes to the use of said Cass County to have and to hold the same together with all hereditaments and appurtenances thereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a public highway, and the parties of the first part for their heirs, executors, administrators or assigns do covenant with the said party of the second part, that they are well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid. and the same are free from all incumbrances except as hereinafter mentioned.

And the above granted and conveyed premises in the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole of any part thereof, the said part y of the first part will warrant and defend. That the part y of the first part also agree s to allow the party of the second part to build and maintain all necessary culverts and ditches etc., necessary for the drainage of the above described highway, and the part y of the first part agree s that in case the highway is abandoned to allow the party of the second part a reasonable time to remove the above named culverts, sewers, etc.

IN WITNESS WHEREOF, the said part y of the first part have hereunto set their hand s the day and year first above written.

Hannah S. Goldberg

STATE OF NORTH DAKOTA }  
County of CASS } ss.

On this 21 day of May 1937, personally appeared before me Mrs. Hannah S. Golberg known to me to be the person described in and who executed the within and foregoing instrument and acknowledged that she executed the same.

Christian H. Thue

~~Notary Public~~



My Commission expires Dec. 6 1941

Filed for record on the 28th day of July A. D. 1938, at 1:08 o'clock P. M.

*[Signature]*

Register of Deeds.

By Deputy.

## COUNTY ROAD EASEMENT

THIS INDENTURE, made and entered into this 2nd day of July, 1953  
by and between

William Golberg, Est.  
part Y of the first part and Cass County, North Dakota, a municipal corporation, party of the second part.

WITNESSETH: That the said part Y of the first part for and in consideration of the sum of ONE DOLLAR, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged does by these presents grant and convey unto the said party of the second part for their use as a public highway so long as it shall be used for that purpose, that tract or parcel of land lying and being in the County of Cass and State of North Dakota and described as follows, to-wit:

A piece of land 60.0 feet wide, inclusive of the present road right of way, all lying on the west side of the N.W.  $\frac{1}{4}$  of Sec. 8 Twp. 138N. Rge. 49W., and containing 1.202 acres, more or less, exclusive of the present road right of way.

and

A piece of land 60.0 feet wide, inclusive of the present road right of way, all lying on the East side of the East  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 7 Twp. 138N., Rge. 49W. excepting the north 6 rods, and containing 0.563 acres, more or less, exclusive of the present road right of way.

DOCUMENT No. **313982**

A. D. 1954, at 11<sup>13</sup> o'clock A. M.

Filed for record on the 22 day of April

A. Friedman  
REGISTER OF DEEDS.

It is understood that the said land is hereby granted and conveyed for highway purposes to the use of said Cass County to have and to hold the same together with all hereditaments and appurtenances thereunto belonging, or in anywise appertaining to the said party of the second part, so long as the above described premises are used for a public highway, and the part y of the first part for his heirs, executors, administrators or assigns does covenant with the said party of the second part, that he is well seized in fee of the land and premises and have good right to convey the same in manner and form aforesaid, and the same are free from all incumbrances except as hereinafter mentioned.

And the above granted and conveyed premises in the quiet and peaceable possession of said party of the second part against all persons lawfully claiming or to claim the whole of any part thereof, the said part y of the first part will warrant and defend. That the part y of the first part also agree s to allow the party of the second part to build and maintain all necessary culverts and ditches necessary for the drainage of the above described highway, and the part y of the first part agree s that in case the highway is abandoned to allow the party of the second part a reasonable time to remove the above named culverts.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand the day and year first above written.

S. H. Golberg

STATE OF NORTH DAKOTA,

County of Cass.

} ss.

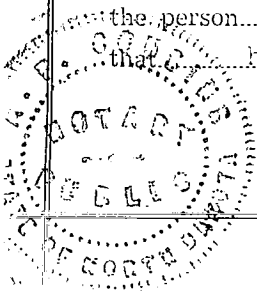
On this 2nd day of July, 1953, personally appeared before me S. H. Golberg, Administrator known to me to be

the person described in and who executed the within and foregoing instruments and acknowledged that he executed the same.

A. J. Cousins

Notary Public, Cass Co., N. Dak.

My Commission expires 19



RIGHT OF WAY EASEMENT

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

NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 7, T-138-N, R-49-W

NW $\frac{1}{4}$  and N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 8, T-138-N, R-49-W

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

Approximately 80' south of the east-west center of section line or road and  
approximately 80' east of the northsouth center of section line or road  
bordering Section 7 on the north and Section 8 on the west.

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

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

WITNESS their hands and seal this 6 day of July, 1966.

Witness

Emil R Miller

Signed

Milton H. Holmen

Witness

Signed

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

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

Notary Public \_\_\_\_\_ County, \_\_\_\_\_ (State)  
 My commission expires \_\_\_\_\_, 19\_\_\_\_

STATE OF North Dakota )  
 ) SS  
 COUNTY OF Cass )

On this 14<sup>th</sup> day of July, 1966, appeared before me  
Emil R. Miller to me personally known to be the person whose  
 name is subscribed to this instrument as a subscribing witness, who being  
 first duly sworn, says that Milton A. Falmen, whose name \_\_\_\_\_ are/is  
 subscribed to the instrument as party \_\_\_\_\_ of the first part are/is the  
 person \_\_\_\_\_ described in it, that such persons executed it in his presence  
 and that the witness subscribed his name thereto as a witness,

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

Ronald J. Paul  
Cass County, ND (State)  
 \_\_\_\_\_ Notary Public

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

For Telephone Company Use Only

Name of Exchange \_\_\_\_\_  
 Job Order # \_\_\_\_\_  
 Project. or Est. # \_\_\_\_\_  
 L. S. # \_\_\_\_\_  
 R/W Secured By \_\_\_\_\_

DOCUMENT NO. 411268

Recording 1.50 chg.  
 Aud. Transfer \_\_\_\_\_  
 FEES

STATE OF NORTH DAKOTA, ss.  
 COUNTY OF CASS.

REGISTER'S OFFICE

I hereby certify that the above instru-  
 ment was filed in this office for record on  
 the 17 day of Oct.

A. D. 1966, at 908 o'clock A.M.,

and was duly recorded in Book 94

of Missal., Page 635

A. Friedman

REGISTER OF DEEDS.

Deputy.

N. H. Bell Telephone Co.

RIGHT OF WAY EASEMENT

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

NW 1/4 and the west 1/2 of the NE 1/4 of sec 8  
T 138 N R 49 W

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

80 FEET SOUTH OF THE NORTH BOUNDARY OF SAID  
PROPERTY BORDERING SEC 5 ON THE NORTH

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

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

WITNESS their hands and seal this 2ND day of OCTOBER, 1970.

Witness

Charles F. Gast

Signed

Allen Christianson

Witness

Signed



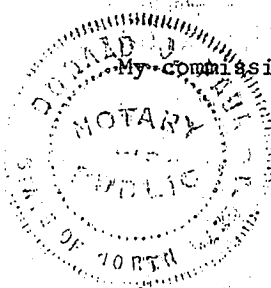
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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

Notary Public \_\_\_\_\_ County, (State)  
My commission expires \_\_\_\_\_, 19\_\_\_\_

STATE OF North Dakota )  
COUNTY OF Cass ) SS

On this 2 day of October, 1972, appeared before me  
Chas. F. Gast to me personally known to be the person whose  
name is subscribed to this instrument as a subscribing witness, who being  
first duly sworn, says that Allen Christensen whose name \_\_\_\_\_ are/is  
subscribed to the instrument as party \_\_\_\_\_ of the first part are/is the  
person \_\_\_\_\_ described in it, that such person executed it in his presence  
and that the witness subscribed his name thereto as a witness.



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

DONALD J. PAUL  
Notary Public, CASS COUNTY, N. DAK.  
My Commission Expires JULY 12, 1974

DONALD J. PAUL  
Notary Public, CASS COUNTY, N. DAK.  
My Commission Expires JULY 12, 1974

For Telephone Company Use Only

Name of Exchange West Fargo

Job Order # 23065

Project. or Est. # \_\_\_\_\_

S. S. # \_\_\_\_\_

/W Secured By Charles F. Gast

STATE OF NORTH DAKOTA, ss.  
COUNTY OF CASS.

REGISTER'S OFFICE  
I hereby certify that the above instru-  
ment was filed in this office for record on

the 7 day of Oct.  
A. D. 1972, at 808 o'clock A.M.,  
and was duly recorded in Book W-5  
of Misc., Page 244  
By A. Friedman Deputy,  
REGISTER OF DEEDS.

BOOK K-5 PAGE 241

DOCUMENT NO. 443439

FEES  
Recording 1.50  
And Transfer \_\_\_\_\_

W. H. Bell Telephone Co.

694296

42 B

RIGHT OF WAY EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Douglas J. Christianson and Charles A. Christianson

for themselves their heirs and assigns, hereby grant and convey unto Northwestern Bell Telephone Company, its successors and assigns, a right of way and easement to construct, operate, maintain, replace, enlarge and remove a communications system consisting of buried cables or wires, surface terminals, repeaters, repeater housings, markers and associated equipment together with the right of access thereto for the purpose of exercising the rights herein granted upon, over, and under a strip of land 16 1/2 feet wide across the following described property in the Township Pleasant of Cass County of Cass State of North Dakota

Land Description: See Attachment 'A'

Land Owner: Douglas J. Christianson and Charles A. Christianson

Reference: P55240 # 42B

along the following route: Parallel with and approximately 90 feet South of the centerline of the road bordering the section on the North.

The North boundary of said strip shall be a line parallel to and 5 feet North of the first cable laid, which shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this

24

day of

June

19

88

at

Kindred

Witness:

Aldon H Bakken

Signed:

Charles A. Christianson  
Douglas Christianson

STATE OF NORTH DAKOTA  
County of CASS SS

On this 24 day of JUNE, 19 88, appeared

before me ALDON H BAKKEN to me personally known to be the person whose name is subscribed to this instrument as a subscribing witness, who being first duly sworn, says

that DOUGLAS J & CHARLES A. CHRISTIANSON, whose name is subscribed to the instrument as party is of the first part are the person s described in it, that such persons executed it in his presence and that the witness subscribed his name thereto as a witness.

Notary Public CASS County, NORTH DAKOTA  
My commission expires DEC 3 19 92

WALTER H. LORAN  
Notary Public, State of North Dakota  
My Commission Expires Dec. 3, 1992  
STATE OF NORTH DAKOTA  
NOTARY PUBLIC SEAL

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

before me, a \_\_\_\_\_ within and for said County, personally appeared \_\_\_\_\_

to me known to be the person \_\_\_\_\_ described in, and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

Form NDE-117A  
Rev Aug 73



DOCUMENT NO. 694296

RECORDING FEE *11.00*

STATE OF NORTH DAKOTA } ss. COUNTY OF CASS } REGISTER'S OFFICE	I hereby certify that the within instrument was filed in this office for record on <u>OCT 25 1988</u> at <u>2:17</u> o'clock <u>P.</u> M and was duly recorded as Doc. No. <u>694296</u>
	<i>Deanne Jensen</i> REGISTER OF DEEDS
	<i>Deanne Jensen</i> Deputy

*7*

Northwestern Bell/US West Communications

Attachment 'A' (#42B)

The following tract of land located in Section Thirty (30), Township One Hundred Thirty-Seven (137), Range Forty-Nine (49), to wit:

The East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and two acres on the East side of the West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), said two acres being 2 $\frac{1}{2}$  rods wide at the South boundary and 1 $\frac{1}{2}$  rods wide on the North boundary of said West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), and the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), less the following described tract of land:

Commencing at the Northwest corner of Section Thirty (30), Township One Hundred Thirty-Seven (137) North, Range Forty-Nine (49), West of the Fifth Principal Meridian, Cass County, North Dakota; thence East along the North line of said section for a distance of 1,503.76 feet to the point of beginning; thence South perpendicular to the North line of said section for a distance of 500 feet; thence East parallel to the North line of said section for a distance of 1,045.44 feet, thence North perpendicular to the North line of said section for a distance of 500 feet; thence West 1,045.44 feet to the point of beginning.

All in section Thirty (30), Township One Hundred Thirty-Seven (137) North of Range Forty-Nine (49), West of the Fifth Principal Meridian, Cass County, North Dakota; and, The West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eight (8), excepting, however, the Railroad right of way as located over and across said land, in Section Eight (8), Township One Hundred Thirty-Eight (138) North of Range Forty-Nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota.

N W B  
R/W PERMIT  
No. 50902



1520041

Page: 1 of 6

9/8/2017 8:00 AM

EASE \$20.00

OHNSTAD TWICHELL

RECORDER'S OFFICE, CASS COUNTY, ND 9/8/2017 8:00 AM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
JEWEL A. SPIES, COUNTY RECORDER

by Shana Garcia, Deputy

1520041



### PERMANENT EASEMENT

THIS INDENTURE, made this 6 day of Aug, 2017, by **New Horizon Homes, LLC**, whose post office address is 4265 45<sup>th</sup> Street South, Suite 200, Fargo, North Dakota 58104-4309, (the "Grantor"), and the **City of Horace**, a municipal corporation of the State of North Dakota, whose post office address is P.O. Box 99, Horace, North Dakota 58047-0099 (the "City").

WHEREAS, the City has created Sanitary Sewer Improvement District No. 2017-2, a sanitary sewer improvement project ("the Project").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantor hereby gives, grants, conveys and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors and invitees, a permanent and perpetual Easement and right-of-way for the purpose of construction, reconstruction, operation, maintenance, inspection, alteration, replacement, repair, removal, and use of a sanitary sewer, forced main, and related improvements and appurtenances in, on, over, under, across, and through the following-described tract or parcel of land located in the County of Cass and the State of North Dakota, and described as follows:



1520041

Page: 2 of 6  
9/8/2017 8:00 AM  
EASE \$20.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - New Horizon Homes LLC  
Sewer System Improvement District No. 2017-2***

All that part of the NW1/4 of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The East 15.00 feet of the West 90.00 feet of the South 872.00 feet.

The above described easement contains 0.30 acres more or less and is subject to easements, restrictions and reservations of sight or record if any.

(The "Easement Area").

The Grantor warrants that the Grantor is the fee simple owner of the Easement Area; that the Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Area, or any portion of the Easement Area; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Area, or any portion of the Easement Area; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Area, or any portion of the Easement Area; and that the Grantor will warrant and defend title to the Easement Area against all claims.

This Easement includes the right of the City, its contractors, agents, employees, and invitees to enter upon the Easement Area at all times to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project or to the continued operation of the City's improvements within the Easement Area or the City's use of this



1520041

Page: 3 of 6  
9/8/2017 8:00 AM  
EASE \$20.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - New Horizon Homes LLC  
Sewer System Improvement District No. 2017-2***

Easement and the right of ingress and egress over adjacent lands of the Grantor for purposes described in this Easement.

The City will return the Property as nearly as practicable to its original condition. The City will pay Grantor, or Grantor's tenant, a reasonable amount for any damage to growing crops caused by the City's use of this Easement. Reasonable crop damages will be calculated based on the area disturbed, actual production history, the Grantor's or Grantor's tenant's yields the year of damages, and current crop prices at the time of crop damage.

The Grantor, its successors and assigns, further agrees that it will not disturb, injure, or in any manner interfere with said sanitary sewer, forced main, and related improvements and appurtenances, or with material for laying, maintaining, operating, or repairing the same in, on, over, under, across, and through the Easement Area, and the Grantor expressly warrants and states that no buildings, trees, or other obstacles of any kind shall be placed or located upon the Easement Area so as to interfere in any manner with the construction, operation, maintenance, or repair of said sanitary sewer, forced main, and related improvements and appurtenances, provided that the City, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of construction of said sanitary sewer, forced main, and related improvements and appurtenances.

The Grantor, its successors and assigns, is permitted to construct, operate, maintain, and repair parking lots, driveways, or landscaping in, on, over, under, across, and through the Easement Area, however, if the construction, operation, maintenance, or repair of the parking lot,





1520041

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9/8/2017 8:00 AM  
EASE \$20.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - New Horizon Homes LLC  
Sewer System Improvement District No. 2017-2***

driveway, or landscaping disturbs, injures, or in any manner interferes with said sanitary sewer, forced main, or related improvements and appurtenances, or with material for laying, maintaining, operating, or repairing the same in, on, over, under, across, and through the Easement Area, the Grantor expressly warrants, at its own expense, that it will be responsible for costs associated with returning the premises to the condition in existence preceding the disturbance, injury, or interference. If the City is required to move or in any way damage the Grantor's parking lot, driveway, or landscaping to access said sanitary sewer, forced main, or related improvements and appurtenances in, on, over, under, across, and through the Easement Area, the Grantor expressly warrants, at its own expense, that it shall be solely responsible to repair, replace, or reconstruct the damaged parking lot, driveway, or landscaping. The City shall limit, as nearly as practicable, any damage caused to the parking lot, driveway, or landscaping.

To have and to hold this Easement and right of way unto the City for the purposes herein stated.

This Easement, and all covenants, terms, conditions, provisions and undertakings created by this Easement are perpetual and will run with the Easement Area and will be binding upon the Grantor's heirs, successors, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on the day and year first above written.

**(Signatures appear on the following pages).**



1520041

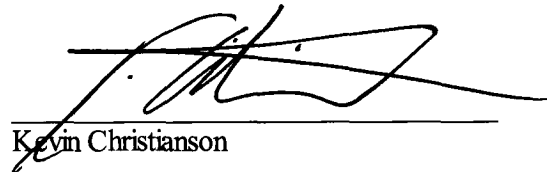
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EASE \$20.00

OHNSTAD TWICHELL

**City of Horace**  
**Permanent Easement - New Horizon Homes LLC**  
**Sewer System Improvement District No. 2017-2**

WITNESS, The hand of the Grantor:

NEW HORIZON HOMES LLC

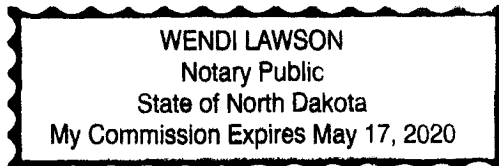
  
Kevin Christianson

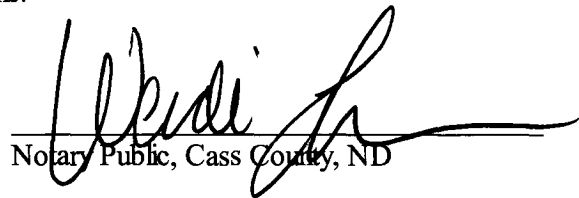
Its: PRESIDENT

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

On this 7<sup>th</sup> day of August, 2017, before me, a Notary Public,  
personally appeared Kevin Christianson, to me known to be the President of  
New Horizon Homes LLC, that is described in, and who executed the within and foregoing  
instrument, and acknowledged that he executed the same.

(SEAL)



  
Notary Public, Cass County, ND



1520041


Page: 6 of 6  
9/8/2017 8:00 AM  
EASE \$20.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - New Horizon Homes LLC  
Sewer System Improvement District No. 2017-2***

GRANTEE:

CITY OF HORACE

  
Kory Peterson, Mayor

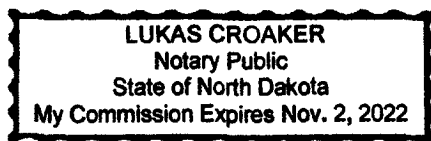
ATTEST:

  
Vance Kemmer, City Auditor

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

On this 21 day of August, 2017, before me, a Notary Public, personally appeared Vance Kemmer and Kory Peterson, to me known to be the City Auditor and Mayor, respectively, of the City of Horace, that are described in, and who executed the within and foregoing instrument, and acknowledged that they executed the same.

(SEAL)



  
Notary Public, Cass County, ND



1522569

Page: 1 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

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

10/10/2017 8:00 AM

by Teresa C. Kyrley, Deputy

1522569



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**PERMANENT EASEMENT**

THIS INDENTURE, made this 14 day of September, 2017, by **Charles A. Christianson**, and **Douglas J. Christianson**, whose post office address is 16934 52<sup>nd</sup> Street SE, Kindred, North Dakota 58051-9613, (the "Grantor"), and the **City of Horace**, a municipal corporation of the State of North Dakota, whose post office address is P.O. Box 99, Horace, North Dakota 58047-0099 (the "City").

WHEREAS, the City has created Sanitary Sewer Improvement District No. 2017-2, a sanitary sewer improvement project ("the Project").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantor hereby gives, grants, conveys and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors and invitees, a permanent and perpetual Easement and right-of-way for the purpose of construction, reconstruction, operation, maintenance, inspection, alteration, replacement, repair, removal, and use of a sanitary sewer, forced main, and related improvements and appurtenances in, on, over, under, across, and through the following-described tract or parcel of land located in



1522569

Page: 2 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - Charles A. Christianson and Douglas J. Christianson  
Sewer System Improvement District No. 2017-2***

the County of Cass and the State of North Dakota, and described as follows:

All that part of the NW1/4 of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The East 15.00 feet of the West 90.00 feet EXCEPT the South 872.00 feet.

The above described easement contains 0.62 acres more or less and is subject to easements, restrictions and reservations of sight or record if any.  
(The "Easement Area").

The Grantor warrants that the Grantor is the fee simple owner of the Easement Area; that the Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Area, or any portion of the Easement Area; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Area, or any portion of the Easement Area; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Area, or any portion of the Easement Area; and that the Grantor will warrant and defend title to the Easement Area against all claims.

This Easement includes the right of the City, its contractors, agents, employees, and invitees to enter upon the Easement Area at all times to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the Project or to the continued operation of the City's improvements within the Easement Area or the City's use of this



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Page: 3 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - Charles A. Christianson and Douglas J. Christianson  
Sewer System Improvement District No. 2017-2***

Easement and the right of ingress and egress over adjacent lands of the Grantor for purposes described in this Easement.

The City will return the Property as nearly as practicable to its original condition. The City will pay Grantor, or Grantor's tenant, a reasonable amount for any damage to growing crops caused by the City's use of this Easement. Reasonable crop damages will be calculated based on the area disturbed, actual production history, the Grantor's or Grantor's tenant's yields the year of damages, and current crop prices at the time of crop damage.

The Grantor, its successors and assigns, further agrees that it will not disturb, injure, or in any manner interfere with said sanitary sewer, forced main, and related improvements and appurtenances, or with material for laying, maintaining, operating, or repairing the same in, on, over, under, across, and through the Easement Area, and the Grantor expressly warrants and states that no buildings, trees, or similar obstacles shall be placed or located upon the Easement Area so as to interfere in any manner with the construction, operation, maintenance, or repair of said sanitary sewer, forced main, and related improvements and appurtenances, provided that the City, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of construction of said sanitary sewer, forced main, and related improvements and appurtenances.

The Grantor, its successors and assigns, is permitted to construct, operate, maintain, and repair parking lots, driveways, or landscaping in, on, over, under, across, and through the Easement Area, however, if the construction, operation, maintenance, or repair of the parking lot,





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Page: 4 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

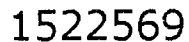
***City of Horace  
Permanent Easement - Charles A. Christianson and Douglas J. Christianson  
Sewer System Improvement District No. 2017-2***

driveway, or landscaping disturbs, injures, or in any manner interferes with said sanitary sewer, forced main, or related improvements and appurtenances, or with material for laying, maintaining, operating, or repairing the same in, on, over, under, across, and through the Easement Area, the Grantor expressly warrants, at its own expense, that it will be responsible for costs associated with returning the premises to the condition in existence preceding the disturbance, injury, or interference. If the City is required to move or in any way damage the Grantor's parking lot, driveway, or landscaping to access said sanitary sewer, forced main, or related improvements and appurtenances in, on, over, under, across, and through the Easement Area, the Grantor expressly warrants, at its own expense, that it shall be solely responsible to repair, replace, or reconstruct the damaged parking lot, driveway, or landscaping. The City shall limit, as nearly as practicable, any damage caused to the parking lot, driveway, or landscaping.

To have and to hold this Easement and right of way unto the City for the purposes herein stated.

This Easement, and all covenants, terms, conditions, provisions and undertakings created by this Easement are perpetual and will run with the Easement Area and will be binding upon the Grantor's heirs, successors, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on the day and year first above written.



Page: 5 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - Charles A. Christianson and Douglas J. Christianson  
Sewer System Improvement District No. 2017-2***

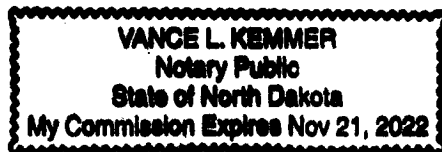
WITNESS, The hand of the Grantor:

Charles A. Christianson  
Charles A. Christianson

[illegible]

On this 14 day of September, 2017, before me, a Notary Public, personally appeared Charles A. Christianson, that is described in, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)



  
\_\_\_\_\_  
Notary Public, Cass County, ND




1522569

Page: 6 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

***City of Horace  
Permanent Easement - Charles A. Christianson and Douglas J. Christianson  
Sewer System Improvement District No. 2017-2***

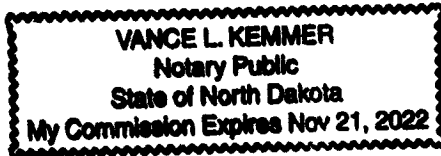
WITNESS, The hand of the Grantor:

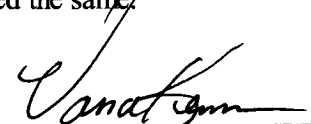
  
Douglas J. Christianson

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

On this 14 day of September, 2017, before me, a Notary Public, personally appeared Douglas J. Christianson, that is described in, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)



  
\_\_\_\_\_  
Notary Public, Cass County, ND



1522569

Page: 7 of 7  
10/10/2017 8:00 AM  
EASE \$65.00

OHNSTAD TWICHELL

**City of Horace**  
**Permanent Easement - Charles A. Christianson and Douglas J. Christianson**  
**Sewer System Improvement District No. 2017-2**

GRANTEE:  
CITY OF HORACE

Kory Peterson, Mayor

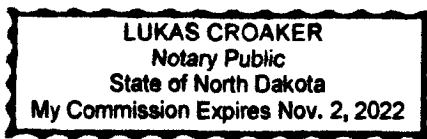
ATTEST?

Vance Kemmer, City Auditor

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

On this 2 day of October, 2017, before me, a Notary Public, personally appeared Vance Kemmer and Kory Peterson, to me known to be the City Auditor and Mayor, respectively, of the City of Horace, that are described in, and who executed the within and foregoing instrument, and acknowledged that they executed the same.

(SEAL)



Notary Public, Cass County, ND

# SOUTHDALE FARMS SECOND ADDITION

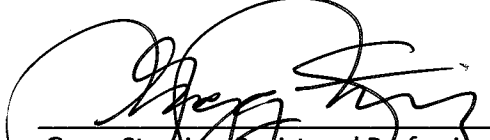
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA  
AN UNPLATTED PORTION OF THE NORTHWEST QUARTER & NORTHEAST QUARTER, SECTION 8, T138N, R49W

## SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Gregg Stroeing, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "SOUTHDALE FARMS SECOND ADDITION" to the City of Horace, a part of the Northwest Quarter and a part of the Northeast Quarter of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed in the ground as indicated for the guidance of future surveys, and that said Addition is described as follows, to-wit:

Commencing at the southeast corner of said Northeast Quarter; thence South 86 degrees 57 minutes 32 seconds West, along the south line of said Northeast Quarter and the south line of said Northwest Quarter, 2677.40 feet to the point of beginning; thence North 45 degrees 00 minutes 00 seconds East 92.24 feet; thence northeasterly along a tangential curve concave to the northwest having a central angle of 16 degrees 16 minutes 28 seconds and a radius of 650.00 feet a distance of 184.63 feet; thence North 28 degrees 43 minutes 32 seconds East, tangent to said curve, 524.62 feet; thence northerly along a tangential curve concave to the west having a central angle of 31 degrees 45 minutes 26 seconds and a radius of 770.00 feet a distance of 426.79 feet; thence North 03 degrees 01 minute 55 seconds West, tangent to said curve, 918.18 feet; thence North 07 degrees 52 minutes 13 seconds West 454.14 feet; thence North 03 degrees 00 minutes 34 seconds West 219.27 feet to the north line of said Northeast Quarter of Section 8; thence South 87 degrees 04 minutes 01 seconds West, along said north line, 100.00 feet; thence South 03 degrees 00 minutes 34 seconds East 223.65 feet; thence South 07 degrees 52 minutes 13 seconds East 454.16 feet; thence South 03 degrees 01 minutes 55 seconds East 156.11 feet; thence South 87 degrees 02 minute 53 seconds West 666.95 feet; thence South 15 degrees 10 minutes 03 seconds West 1005.84 feet; thence South 74 degrees 55 minutes 55 seconds East 855.15 feet; thence South 28 degrees 43 minutes 32 seconds West 395.49 feet; thence southwesterly along a tangential curve concave to the northwest having a central angle of 16 degrees 16 minutes 28 seconds and a radius of 550.00 feet a distance of 156.22 feet; thence South 45 degrees 00 minutes 00 seconds West, tangent to said curve, 203.47 feet to the south line of said Northwest Quarter; thence North 86 degrees 57 minutes 32 seconds East, along said south line, 149.57 feet to the point of beginning.

Said parcel contains 27.478 acres of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

  
Gregg Stroeing, Registered Professional Land Surveyor  
North Dakota License Number 156703



State of North Dakota }  
County of Cass }SS

On this 6<sup>th</sup> day of January, 2019, before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

  
Notary Public

WENDI LAWSON  
Notary Public  
State of North Dakota  
My Commission Expires May 17, 2020

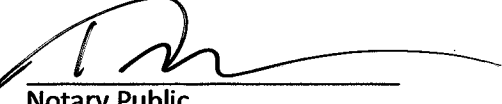
## CITY ENGINEER'S APPROVAL

Approved by the Horace City Engineer this 20<sup>th</sup> day of January, 2020.

  
Damon K. DeVillers, City Engineer

State of North Dakota }  
County of Richland }SS

On this 20<sup>th</sup> day of JANUARY, 2020, before me, a notary public within and for said County and State, personally appeared Damon K. DeVillers, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

  
Notary Public

TIMOTHY R. PEARSON  
Notary Public  
State of North Dakota  
My Commission Expires Sept. 11, 2023

## DEDICATION

We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "SOUTHDALE FARMS SECOND ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into Lots and Block as shown by said plat and Certificate of Gregg Stroeing, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Land Surveyor is correct. We hereby dedicate Lot 2, Block 1 as a public Park and the Street and Utility Easements as shown on said plat to the public for public use.

OWNER: Lot 1, Block 1  
New Horizon Homes, LLC

  
By: Kevin Christianson, President

State of North Dakota }  
County of Cass }SS

On this 23<sup>rd</sup> day of December, 2019, before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.

  
Notary Public

WENDI LAWSON  
Notary Public  
State of North Dakota  
My Commission Expires May 17, 2020

OWNER: Lot 2, Block 1  
Horace Park District

  
By: Wade Frank, President

State of North Dakota }  
County of Cass }SS

On this 10<sup>th</sup> day of January, 2020 before me, a notary public within and for said County and State, personally appeared Wade Frank, President, Horace Park District, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Horace Park District.

  
Notary Public

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

MORTGAGEE: Starion Bank

  
By: Mike Wickham

State of North Dakota }  
County of Cass }SS

On this 23<sup>rd</sup> day of December, 2019, before me, a notary public within and for said County and State, personally appeared Mike Wickham, SUP, Starion Bank, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Starion Bank.

  
Notary Public

WENDI LAWSON  
Notary Public  
State of North Dakota  
My Commission Expires May 17, 2020

## 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 23<sup>rd</sup> day of January, 2020.

  
Lukas W. Croaker, City Attorney

State of North Dakota }  
County of Cass }SS

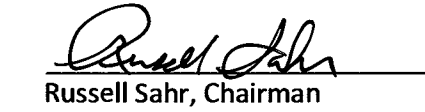
On this 23<sup>rd</sup> day of January, 2020, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.

  
Notary Public

SARAH WEAR  
Notary Public  
State of North Dakota  
My Commission Expires Oct. 12, 2022

## CITY PLANNING COMMISSION APPROVAL

This plat in the City of Horace is hereby approved this 17<sup>th</sup> day of December, 2019

  
Russell Sahr, Chairman

State of North Dakota }  
County of Cass }SS

On this 20<sup>th</sup> day of January, 2020, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning Commission.

  
Notary Public

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

## CITY COUNCIL APPROVAL

This plat in the City of Horace is hereby approved this 6<sup>th</sup> day of January, 2020.

  
Kory Peterson, Mayor

Attest:   
Brenton Holper, Interim City Auditor

County of Cass }  
State of North Dakota }SS

On this 14<sup>th</sup> day of January, 2020, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, and Brenton Holper, Interim City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Horace.

  
Notary Public

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



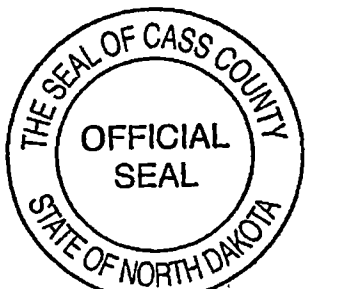
1582383  
Page: 1 of 2  
1/28/2020 1:43 PM  
PLAT \$20.00

Ohnstad Twichell, P.C.

RECORDER'S OFFICE, CASS COUNTY, ND  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER  
by Teresa A. Kirby, Dep. **1582383**  
Recorded Electronically



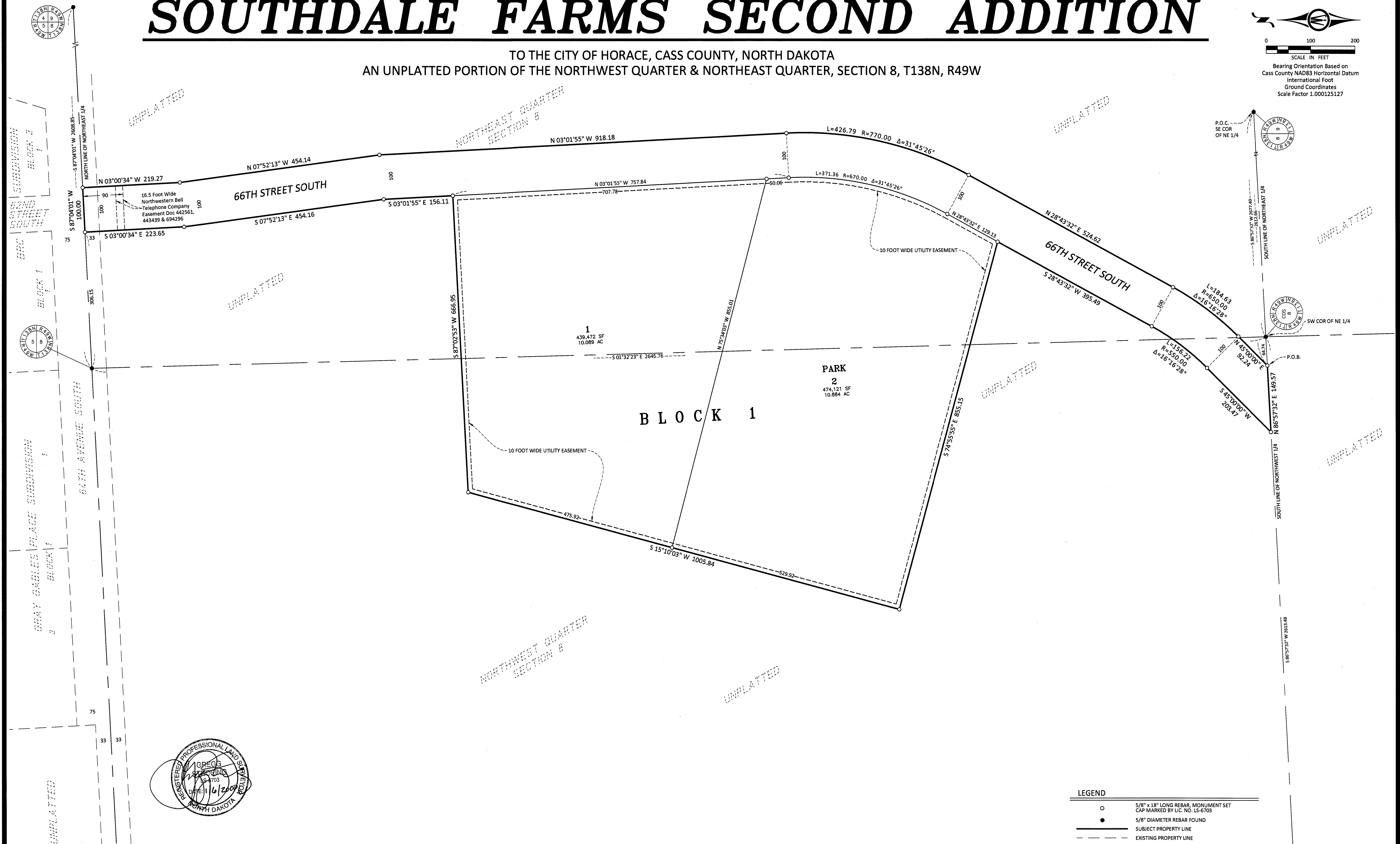
AUDITOR'S OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
1/28/2020  
Taxes and Special Assessments paid  
and transfer entered.  
Wendy Holper AUDITOR  
DLJ DEPUTY



# SOUTHDALE FARMS SECOND ADDITION

TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA  
AN UNPLATTED PORTION OF THE NORTHWEST QUARTER & NORTHEAST QUARTER, SECTION 8, T138N, R49W

0 100 200  
SCALE IN FEET  
Bearing Orientation Based on  
Cass County NAD83 Horizontal Datum  
International Foot  
Ground Coordinates  
Scale Factor 1.000125127



PREPARED BY:  
**BOLTON & MENK**

1582383  
Page: 2 of 2  
1/28/2020 1:43 PM  
PLAT \$20.00  
Ohnstad Twichell, P.C.

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



READITECH ENGINEERING

1645167

Page: 1 of 2  
9/14/2021 8:37 AM  
EASE \$20.00

Horace #01

**TELEPHONE COMPANY RIGHT-OF-WAY EASEMENT**

**KNOW ALL BE THESE PRESENTS**, that We, the undersigned, Owners (whether one or more), **NEW HORIZON HOMES LLC** whose mailing address is 4265 45TH ST S STE 200 Fargo, ND 58104-4309 for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **DICKEY RURAL TELEPHONE COOPERATIVE**, a cooperation corporation (hereafter call the "Cooperative") whose post office address is P.O. Box 69, Ellendale, North Dakota 58436, and to its successors or assigns, the right of ingress and egress to enter upon the lands herein described in Cass County, North Dakota:

**A 75' wide corridor for placement of communication facilities running North-South, parallel to the center line of 170<sup>th</sup> St SE for approximately 1,588 lineal feet, located in the NW1/4 Section 8, T138N, R49W, North of Christianson Boulevard, of the 5<sup>th</sup> Principal Meridian, Cass County, North Dakota, Parcel #1S-0200-10001-107.**


to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a Communications line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use of occupancy of said line or system and to license, permit or otherwise agree to joint use or occupancy of said line or system by any other person, firm or corporation for Communication or electrification purposes.

The Cooperative agrees to compensate the owner or tenant for all crop loss resulting from Cooperative activities upon said land pursuant to this easement.

The undersigned agrees that all poles, wires, and other facilities, including all Communication equipment, installed on the above-described premises at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described property. This Easement shall be for a period of ninety-nine years or such longer period as allowed under State Law.

**IN WITNESS WHEREOF**, the undersigned have set theirs hands and seals this 17th day of May, 2021.

  
\_\_\_\_\_  
New Horizon Homes LLC  
KEVIN CHRISTIANSON  
Printed Name

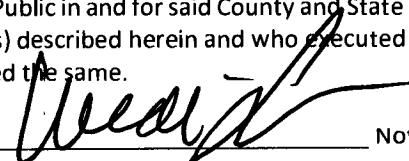
STATE OF North Dakota

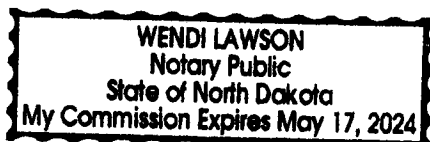
COUNTY OF Cass

: ss.

On this 17th day of May, 2021, before me, a Notary Public in and for said County and State personally appeared New Horizon Homes LLC, known to me to be the person(s) described herein and who executed the above and foregoing instrument and acknowledged to me that he executed the same.

\* Kevin Christianson, President

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



5-17-24 My Commission Expires



1645167

Page: 2 of 2  
9/14/2021 8:37 AM  
EASE \$20.00

READITECH ENGINEERING

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

9/14/2021 8:37 AM

by Teresa C. Kirby, Deputy

1645167







TELEPHONE COMPANY RIGHT-OF-WAY EASEMENT

**KNOW ALL BE THESE PRESENTS**, that We, the undersigned, Owners (whether one or more), **NEW HORIZON HOMES LLC** whose mailing address is 4265 45TH ST S STE 200 Fargo, ND 58104-4309 for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **DICKEY RURAL TELEPHONE COOPERATIVE**, a cooperation corporation (hereafter call the "Cooperative") whose post office address is P.O. Box 69, Ellendale, North Dakota 58436, and to its successors or assigns, the right of ingress and egress to enter upon the lands herein described in Cass County, North Dakota:

**A 75' wide corridor for placement of communication facilities running North-South, parallel to the center line of 170<sup>th</sup> St SE for approximately 1,588 lineal feet, located in the NW1/4 Section 8, T138N, R49W, North of Christianson Boulevard, of the 5<sup>th</sup> Principal Meridian, Cass County, North Dakota, Parcel #15-0200-10001-107.**

to construct, reconstruct, operate and maintain on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands, a Communications line or system, to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system and to license, permit or otherwise agree to the joint use of occupancy of said line or system and to license, permit or otherwise agree to joint use or occupancy of said line or system by any other person, firm or corporation for Communication or electrification purposes.

The Cooperative agrees to compensate the owner or tenant for all crop loss resulting from Cooperative activities upon said land pursuant to this easement.

The undersigned agrees that all poles, wires, and other facilities, including all Communication equipment, installed on the above-described premises at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described property. This Easement shall be for a period of ninety-nine years or such longer period as allowed under State Law.

**IN WITNESS WHEREOF**, the undersigned have set theirs hands and seals this 17th day of May, 2021.

New Horizon Homes LLC

KEVIN CHRISTIANSON

Printed Name

STATE OF North Dakota

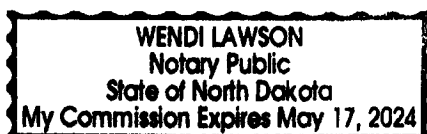
COUNTY OF Cass

: ss.

On this 17th day of May, 2021, before me, a Notary Public in and for said County and State personally appeared New Horizon Homes LLC, known to me to be the person(s) described herein and who executed the above and foregoing instrument and acknowledged to me that he executed the same.

\* Kevin Christianson, President

Notary Public



5-17-24 My Commission Expires



**1645168**

Page: 2 of 2  
9/14/2021 8:37 AM  
EASE \$20.00

READITECH ENGINEERING

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

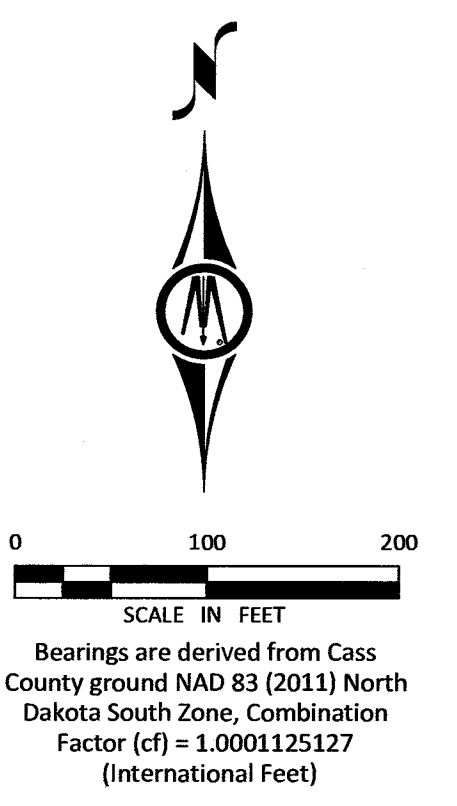
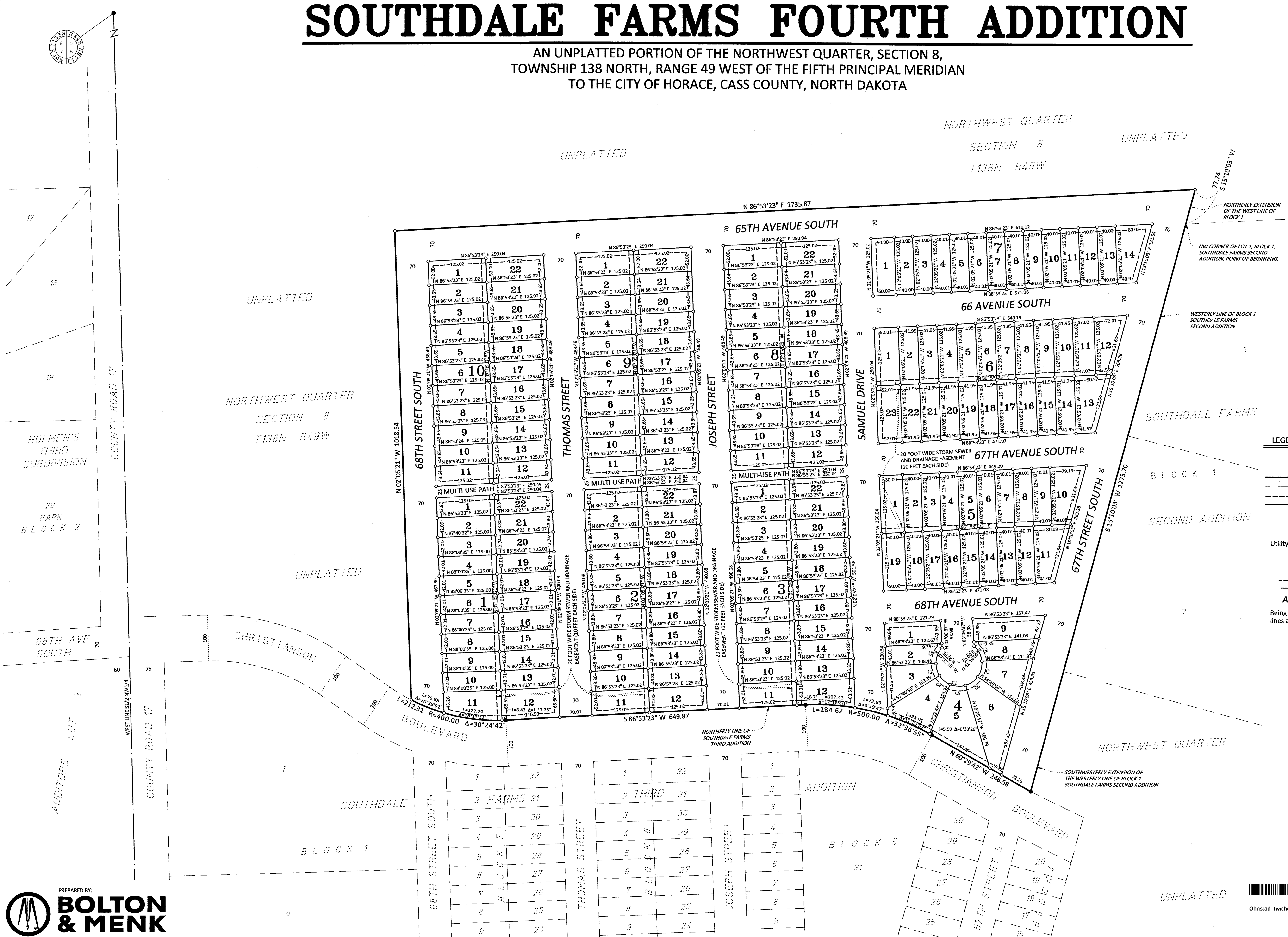
9/14/2021 8:37 AM

by *Teresa C. Kirby*, Deputy **1645168**



# SOUTHDALE FARMS FOURTH ADDITION

AN UNPLATTED PORTION OF THE NORTHWEST QUARTER, SECTION 8,  
TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN  
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



**LEGEND**

○	5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. 15-6703
●	5/8" DIAMETER REBAR FOUND
---	SUBJECT PROPERTY LINE
---	EXISTING PROPERTY LINE
---	EASEMENT LINE
---	SECTION LINE

Utility easements are shown thus:

LOT	STREET
AVENUE	

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

**CURVE TABLE**

CURVE #	LENGTH	DELTA	RADIUS
1	236.62	271°08'46"	50.00
2	37.71	43°12'49"	50.00
3	27.55	31°34'01"	50.00
4	30.66	35°08'13"	50.00
5	34.01	38°58'30"	50.00
6	33.50	38°23'17"	50.00
7	35.48	40°39'07"	50.00
8	37.71	43°12'49"	50.00



PREPARED BY:  
**BOLTON & MENK**

1666490  
Page: 1 of 2  
5/31/2022 8:48 AM  
PLAT \$50.00  
Ohnstad Twichell, P.C.



# SOUTHDALE FARMS FOURTH ADDITION


AN UNPLATTED PORTION OF THE NORTHWEST QUARTER, 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 AND ACKNOWLEDGEMENT

Gregg Stroeing, being duly sworn, deposes and says that he is the Registered Professional Land Surveyor who prepared and made the attached plat of "SOUTHDALE FARMS FOURTH ADDITION" to the City of Horace, those portions of the Northwest Quarter of Section 8, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that said monuments have been placed or will be placed in the ground as indicated for the guidance of future surveys, and that said Addition is described as follows, to-wit:

Beginning at the northwest corner of Lot 1, Block 1, SOUTHDALE FARMS SECOND ADDITION, a duly recorded plat on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence South 15 degrees 10 minutes 03 seconds West, plat bearing, along the westerly line of said Block 1 and its southwesterly extension, 1275.70 feet to the north line of northerly line of SOUTHDALE FARMS THIRD ADDITION, according to the plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota; thence North 60 degrees 29 minutes 42 seconds West, along said northerly line, 246.58 feet; thence northwesterly and westerly continuing along said northerly line and along a tangential curve concave to the south having a radius of 500.00 feet and a central angle of 32 degrees 36 minutes 55 seconds a distance of 284.62 feet; thence South 86 degrees 53 minutes 23 seconds West, continuing along said northerly line, 649.87 feet; thence northwesterly and westerly continuing along said northerly line and along a tangential curve concave to the north having a radius of 400.00 feet and a central angle of 30 degrees 24 minutes 42 seconds a distance of 212.31 feet; thence North 02 degrees 05 minutes 21 seconds West, not tangent to said curve, 1018.54 feet; thence North 86 degrees 53 minutes 23 seconds East 1735.87 feet to the northeasterly extension of the west line of said Block 1; thence South 15 degrees 10 minutes 03 seconds West, along said northeasterly extension, 77.74 feet to the point of beginning.

Said parcel contains 39.579 acres of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

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



State of North Dakota }SS  
County of Cass

On this 4<sup>th</sup> day of MAY, 2022, before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

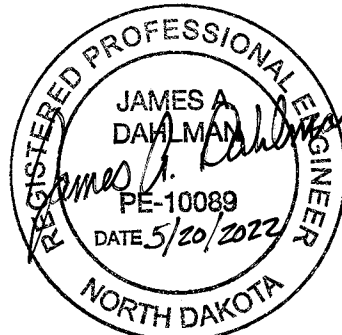
  
Jeff Zeltinger  
Notary Public

JEFF ZELTINGER  
Notary Public  
State of North Dakota  
My Commission Expires May 20, 2022

## CITY ENGINEER'S APPROVAL

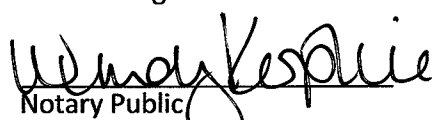
Approved by the Horace City Engineer this 20<sup>th</sup> day of MAY, 2022.

  
James A. Dahlman  
City Engineer



State of North Dakota }SS  
County of Cass

On this 20<sup>th</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared James Dahlman, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Horace.

  
Wendy Kopke  
Notary Public

WENDY KOPKE  
Notary Public  
State of North Dakota  
My Commission Expires March 4, 2024

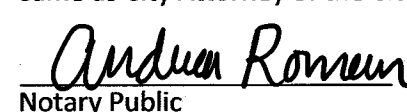
## CITY ATTORNEY'S APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this 26<sup>th</sup> day of May, 2022.

  
Lukas W. Croaker  
City Attorney

State of North Dakota }SS  
County of Cass

On this 26<sup>th</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared Lukas W. Croaker, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Attorney of the City of Horace.

  
Andrea Roman  
Notary Public

ANDREA ROMAN  
Notary Public  
State of North Dakota  
My Commission Expires Mar. 24, 2025



## OWNER'S CERTIFICATE

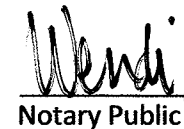
We, the undersigned, do hereby certify that we are the Owners of the land described in the plat of "SOUTHDALE FARMS FOURTH ADDITION" to the City of Horace, Cass County, North Dakota; That we have caused it to be platted into 197 Lots and 10 Blocks as shown by said plat and Certificate of Gregg Stroeing, Registered Professional Land Surveyor, and that the description as shown in the Certificate of the Registered Professional Land Surveyor is correct. We hereby dedicate the streets, avenues, multi-use paths, storm sewer and drainage easements, and utility easements as shown on said plat to the public for public use.

OWNER: New Horizon Homes, LLC

  
By: Kevin Christianson, President

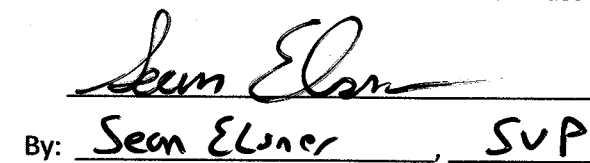
State of North Dakota }SS  
County of Cass

On this 4<sup>th</sup> day of May, 2022 before me, a notary public within and for said County and State, personally appeared Kevin Christianson, President, New Horizon Homes, LLC, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of New Horizon Homes, LLC.

  
Wendy Lawson  
Notary Public

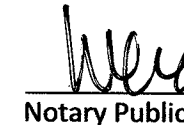
WENDY LAWSON  
Notary Public  
State of North Dakota  
My Commission Expires May 17, 2024

MORTGAGEE: First International Bank & Trust

  
By: Sean Elmer, SVP

State of North Dakota }SS  
County of Cass

On this 4<sup>th</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared Sean Elmer, SVP, First International Bank & Trust, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of First International Bank & Trust.

  
Wendy Lawson  
Notary Public

WENDY LAWSON  
Notary Public  
State of North Dakota  
My Commission Expires May 17, 2024

BLOCK 1	
LOT #	SQUARE FEET
1	5,484
2	5,368
3	5,297
4	5,251
5	5,251
6	5,251
7	5,251
8	5,251
9	5,251
10	5,251
11	7,351
12	8,200
13	5,251
14	5,251
15	5,251
16	5,251
17	5,251
18	5,251
19	5,251
20	5,342
21	5,475
22	5,484

BLOCK 2	
LOT #	SQUARE FEET
1	5,484
2	5,475
3	5,475
4	5,475
5	5,475
6	5,475
7	5,475
8	5,475
9	5,475
10	5,475
11	6,501
12	6,501
13	5,475
14	5,475
15	5,475
16	5,475
17	5,475
18	5,475
19	5,475
20	5,475
21	5,475
22	5,484

BLOCK 3	
LOT #	SQUARE FEET
1	5,484
2	5,475
3	5,475
4	5,475
5	5,475
6	5,475
7	5,475
8	5,475
9	5,475
10	5,475
11	6,501
12	6,909
13	5,475
14	5,475
15	5,475
16	5,475
17	5,475
18	5,475
19	5,475
20	5,475
21	5,475
22	5,484

BLOCK 4	
LOT #	SQUARE FEET
1	6,067
2	4,953
3	6,677
4	8,559
5	11,505
6	13,355
7	7,525
8	5,420
9	7,406

BLOCK 5	
LOT #	SQUARE FEET
1	6,251
2	5,001
3	5,001
4	5,001
5	5,001
6	5,001
7	5,001
8	5,001
9	5,001
10	7,451
11	7,570
12	5,001
13	5,001
14	5,001
15	5,001
16	5,001
17	5,001
18	5,001
19	6,251

BLOCK 6	
LOT #	SQUARE FEET
1	6,501
2	5,244
3	5,244
4	5,244
5	5,244
6	5,244
7	5,244
8	5,244
9	5,244
10	5,244
11	5,877
12	6,635
13	7,630
14	5,244
15	5,244
16	5,244
17	5,244
18	5,244
19	5,244
20	5,244
21	5,244
22	5,244
23	6,501

BLOCK 7	
LOT #	SQUARE FEET
1	6,251
2	5,001
3	5,001
4	5,001
5	5,001
6	5,001
7	5,001
8	5,001
9	5,001
10	5,001
11	5,001
12	5,001
13	5,001
14	7,563

BLOCK 8	
LOT #	SQUARE FEET
1	6,500
2	5,455
3	5,456
4	5,456
5	5,456
6	5,456
7	5,456
8	5,456
9	5,456
10	5,456
11	5,456
12	5,456
13	5,456
14	5,456
15	5,456
16	5,456
17	5,456
18	5,456
19	5,456
20	5,456
21	5,455
22	6,500

BLOCK 9	
LOT #	SQUARE FEET
1	6,500
2	5,455
3	5,456
4	5,456
5	5,456
6	5,456
7	5,456
8	5,456
9	5,456
10	5,456
11	5,456
12	5,456
13	5,456
14	5,456
15	5,456
16	5,456
17	5,456
18	5,456
19	5,456
20	5,456
21	5,455
22	6,500

BLOCK 10	
LOT #	SQUARE FEET
1	6,500
2	5,456
3	5,456
4	5,456
5	5,456
6	5,456
7	5,456
8	5,456
9	5,456
10	5,456
11	5,456
12	5,456
13	5,456
14	5,456
15	5,456
16	5,456
17	5,456
18	5,456
19	5,456
20	5,456
21	5,456
22	6,500

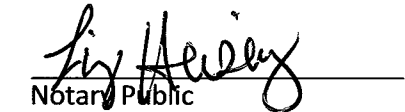
## HORACE PLANNING AND ZONING COMMISSION APPROVAL

This plat in the City of Horace is hereby approved this 11<sup>th</sup> day of January, 2022.

  
Russell Sahr, Chairman

State of North Dakota }SS  
County of Cass

On this 19<sup>th</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared Russell Sahr, Chairman, Horace Planning and Zoning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the Horace Planning and Zoning Commission.

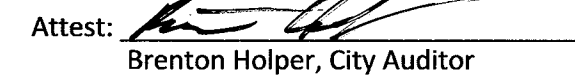
  
Liz Heisey  
Notary Public

LIZ HEISEY  
Notary Public  
State of North Dakota  
My Commission Expires March 2, 2026

## CITY COUNCIL APPROVAL

This plat in the City of Horace is hereby approved this 7<sup>th</sup> day of February, 2022.

  
Kory Peterson, Mayor

Attest:   
Brenton Holper, City Auditor

State of North Dakota }SS  
County of Cass

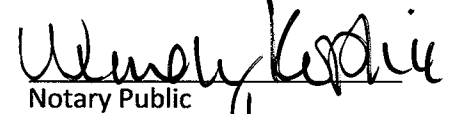
On this 23<sup>rd</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared Kory Peterson, Mayor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

  
Wendy Kopke  
Notary Public

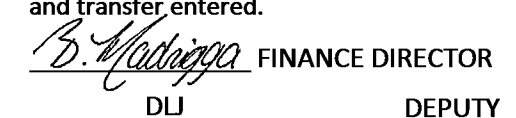
WENDY KOPKE  
Notary Public  
State of North Dakota  
My Commission Expires March 4, 2024

State of North Dakota }SS  
County of Cass

On this 24<sup>th</sup> day of May, 2022, before me, a notary public within and for said County and State, personally appeared Brenton Holper, City Auditor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of Horace.

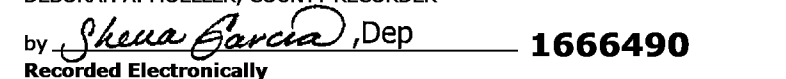
  
Wendy Kopke  
Notary Public

WENDY KOPKE  
Notary Public  
State of North Dakota  
My Commission Expires March 4, 2024

FINANCE OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
5/31/2022  
Taxes and Special Assessments paid  
and transfer entered.  
  
B. Madaga, FINANCE DIRECTOR  
DU DEPUTY



1666490  
Page: 2 of 2  
5/31/2022 8:48 AM  
PLAT \$50.00

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

1666490





