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CASS COUNTY COMMISSION

JUL 5 2016

July 1, 2016

Board of County Commissioners  
Cass County Government  
211 9<sup>th</sup> St. S  
Fargo, ND 58103

## Auditor

Michael Montplaisir, CPA  
701-241-5601

## Treasurer

Charlotte Sandvik  
701-241-5611

## Director of Equalization

Frank Klein  
701-241-5616

Re: FEMA Lot transfers to the Fargo Park District

Dear Commissioners:

We have been working for the last few years to transfer some of the lots the county acquired as a result of FEMA financed home and lot purchases to the Fargo Park District for use as nature parks. We have recently received approval from FEMA and the State Department of Emergency Services to transfer the lots in Orchard Glenn, Forest River, and Heritage Hills from the 1997 HMAP and 2009 FMA Grants to the Fargo Park District. The Fargo Park District will have to comply with same requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act") as the county has had to comply with since obtaining the land.

The attached deeds are for the lots in the three above mentioned subdivisions within the defined area on the map, Attachment A, basically the peninsulas of Orchard Glenn, Forest River, and Heritage Hills. The county will still own some lots in the Heritage Hills and Orchard Glenn Subdivisions from the 2009 HMGP Grant, which has not been officially closed. The county would need to retake ownership of the deeded lots if the Fargo Park District is not able to comply with all of the federal requirements pertaining to these properties.

Sincerely,

Michael Montplaisir, CPA  
Cass County Auditor

### SUGGESTED MOTION:

Move to authorize the Chairperson of the Cass County Commission to sign deeds for the listed properties on Attachment B in the Orchard Glenn, Forest River, and Heritage Hills Subdivisions granting ownership to the Fargo Park District for use as nature parks in accordance with the authorization from FEMA and the North Dakota Department of Emergency Management.

Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58103

Fax 701-241-5728

[www.casscountynd.gov](http://www.casscountynd.gov)



**FEMA**

R8-MT

June 29, 2016

Greg Wilz, Director  
Division of Homeland Security  
North Dakota Department of Emergency Services  
Fraire Barracks Road, Building 35  
Bismarck, North Dakota 58502-5511

Attention: Justin Messner, State Hazard Mitigation Officer

Re: Transfer of Cass County Hazard Mitigation Assistance (HMA) Acquired Properties -  
Compatibility with Open Space Requirements

Dear Mr. Wilz:


The Federal Emergency Management Agency (FEMA) received your request dated May 16, 2016; for approval to transfer ownership of HMA acquired properties in Cass County to the Fargo Park District, for the purpose of creating a nature park. The request is granted with the assurance that land use remains compatible with open space requirements on deed restricted land acquired through the Hazard Mitigation Grant Program (HMGP), as listed in 44 CFR § 80.19.

For the purpose of the nature park, alterations shall be limited to boulders and gates establishing park boundaries and gravel parking areas. Per the request, any river access points and associated components installed by the District shall be located on non-deed restricted properties to prevent compliance issues with the environmental and regulatory requirements of HMA-acquired properties.

The District will be responsible for obtaining all appropriate federal, state, and local permits and clearances necessary for the above mentioned actions. If the District cannot comply with all of the federal requirements pertaining to these properties, or the department ceases to exist, all properties shall be reverted back to the ownership of Cass County and brought back into compliance with the original HMA deed restrictions.

If you have any questions regarding this transfer of ownership approval, please contact Mike Hillenburg, HMA Branch Chief, at (303) 235-4875 or email [mike.hillenburg@fema.dhs.gov](mailto:mike.hillenburg@fema.dhs.gov).

Sincerely,

  
Nancy J. Dragani  
Acting Regional Administrator





Lots being Transferred to the Fargo Park District

Chrisan Glen

OLD PARCEL	CURRENT PARCEL	PURCHASE DATE	PROPERTY ADDRESS	GRANT	TWP	LEGAL	SUBDIVISION	RECORDER DOCUMENT #
	64-0450-00220-000	3/17/2010	610 ORCHARD PARK DR	FMA-PJ-2009-002	STANLEY	CHRISAN GLEN SUBDIVISION LOT 22 BLOCK 1	CHRISAN GLEN	1289995
	64-0450-00230-000	3/17/2010	610 ORCHARD PARK DR	FMA-PJ-2009-002	STANLEY	CHRISAN GLEN SUBDIVISION LOT 23 BLOCK 1	CHRISAN GLEN	1289995
	64-0450-00260-020	3/19/2010	802 ORCHARD PARK DR	FMA-PJ-2009-002	STANLEY	CHRISAN GLEN SUBDIVISION W LY 30' LOT 26 BLOCK 1	CHRISAN GLEN	1290182
64-0450-00100-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 10 BLOCK 1	CHRISAN GLEN	979780
64-0450-00110-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 11 BLOCK 1	CHRISAN GLEN	979780
64-0450-00120-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 12 BLOCK 1	CHRISAN GLEN	979780
64-0450-00130-000	64-0450-00080-010	10/13/1999	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 13 BLOCK 1	CHRISAN GLEN	1000768
64-0450-00140-000	64-0450-00080-010	6/5/1998	634 ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 14 BLOCK 1	CHRISAN GLEN	902125
64-0450-00150-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 15 BLOCK 1	CHRISAN GLEN	979780
64-0450-00160-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 16 BLOCK 1	CHRISAN GLEN	979780
64-0450-00170-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 17 BLOCK 1	CHRISAN GLEN	979780
64-0450-00180-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 18 BLOCK 1	CHRISAN GLEN	979780
64-0450-00190-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 19 BLOCK 1	CHRISAN GLEN	979780
64-0450-00200-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 20 BLOCK 1	CHRISAN GLEN	979780
64-0450-00210-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 21 BLOCK 1	CHRISAN GLEN	979780
64-0450-00240-000	64-0450-00080-010	4/27/2001	RURAL ADDRESS	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 24 BLOCK 1 LESS PT LOT 24 WITHIN 75' MEAS PERP TO LOT LN LOTS 24 & 25	CHRISAN GLEN	979784
64-0450-00250-010	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION EAST 60' LOT 25 BLOCK 1, PT LOT 24 WITHIN 75' MEAS PERP TO LOT LN LOTS 24 & 25	CHRISAN GLEN	979780
64-0450-00250-080	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 25 BLOCK 1 LESS THE EAST 60" LOT 26 LESS WEST LYING 30'	CHRISAN GLEN	979780
64-0450-00070-020	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION THAT PT OF LT 7 W/IN 62.5' OF, MEAS PERP TO, THE LT LN COMMON TO LTS 7 & 8, BLK 1	CHRISAN GLEN	979780
64-0450-00080-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN LOT 8 BLK 1 EXC THAT PT LOT 8 WITHIN 62.5' OF MEAS PERP TO LOT LN LOTS 8 & 9	CHRISAN GLEN	979780
64-0450-00090-000	64-0450-00080-010	4/27/2001	ORCHARD PARK DR	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOTS 9 & THAT PT OF LOT 8 WITHIN 62.5' OF LIN MEAS PERP TO LOT LN LOTS 8 & 9 BLOCK 1	CHRISAN GLEN	979781
64-0450-00350-000	64-0450-00080-010	4/27/2001	CHRISAN COMMON AREA	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 1 BLOCK 3	CHRISAN GLEN	979787
	64-0450-00290-000	4/27/2001	CHRISAN COMMON AREA	HMAP 1997	STANLEY	CHRISAN GLEN SUBDIVISION LOT 29 BLOCK 1	CHRISAN GLEN	979787
	64-0450-00270-000	3/19/2010	802 ORCHARD PARK DR	FMA-PJ-2009-002	STANLEY	CHRISAN GLEN SUBDIVISION LOT 27 BLK 1 LESS FOLL: BEG NW COR LOT 27 THN N 53DG22'30" E FOR 79.20' THN S 43DG23'59" E FOR 195' TO PT ON W BNK RED RVR THN SWLY ALG BNK TO SW COR LOT 27 FOR 205' TO NW COR LOT 27 TO PT OF BEG	CHRISAN GLEN	1290182

Attachment B

Forest River

OLD PARCEL	CURRENT PARCEL	PURCHASE DATE	PROPERTY ADDRESS	GRANT	TWP	LEGAL	SUBDIVISION	RECORDER DOCUMENT #
	64-0000-00101-000	11/18/2003	N/A	HMAP 1997	STANLEY	18-138-48 DESC TRACT THAT PRT OF THE UNPLATTED PRT A 10.40 OF GOV LTS 4 & 5 IN E 1/2 OF SEC 18-138-48 BNDED ON E BY THE W BNDRY OF LTS 61, 62, 63, & 64 FOREST RIVER SUB, ON S BY THE N SHORE OF THE RED RIVER, ON N BY S BNDRY OF FOREST RIVER DR 770' W OF NW COR OF LT 64, TO A PT ON RED RIV SHORE 770' W OF SW BNDRY OF LT 61, EXC THAT PRT OF GOV LTS 4 & 5 DESC AS FOLL: A STRIP OF LD 50' WIDE W OF & ADJ TO LTS 62,63, & 64 FOREST RIVER SUB, BNDED ON N BY S BNDRY OF FOREST RIVER DR & BNDED ON S BY THE S LN OF LT 62, FOREST RIV SUB, EXTENDED W'LY 10.4 ACRES	MEETS & BOUNDS	1085441
	64-0000-00110-000	1/31/2001	RURAL	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION DESC TRACT A .09 A PARCEL OF LD 50' IN WIDTH PAR & ADJ TO W LN OF S 1/2 OF LOT 62	FOREST RIVER	973610
64-0600-03760-000	64-0600-03760-010	4/23/2003	217 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 26	FOREST RIVER	1053972
64-0600-03770-000	64-0600-03760-010	10/22/1997	217 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 27	FOREST RIVER	884872
64-0600-03820-000	64-0600-03810-010	5/20/1999	105 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 32	FOREST RIVER	931465
64-0600-03830-000	64-0600-03810-010	5/20/1999	105 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 33	FOREST RIVER	931465
	64-0600-03810-010	12/18/2000	71 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOTS 34	FOREST RIVER	971008
64-0600-03841-000	64-0600-03810-010	4/6/1998	71 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 35	FOREST RIVER	884674
64-0600-03860-000	64-0600-03810-010	10/20/1997	63 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 37	FOREST RIVER	884788
64-0600-03900-000	64-0600-03810-010	12/27/2000	63 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 42	FOREST RIVER	971515
64-0600-03930-000	64-0600-03810-010	10/29/1997	31 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 45	FOREST RIVER	885350
64-0600-03940-000	64-0600-03810-010	9/26/2002	31 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 46	FOREST RIVER	1029031
64-0600-04020-000	64-0600-03810-010	11/18/1997	26 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 57	FOREST RIVER	886699
64-0600-04030-000	64-0600-03810-010	10/22/1997	48 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOTS 58	FOREST RIVER	884870
64-0600-04040-000	64-0600-03810-010	1/12/2001	48 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 59	FOREST RIVER	972562
64-0600-04050-000	64-0600-03810-010	10/16/2001	64 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 60	FOREST RIVER	995750
64-0600-04050-010	64-0600-03810-010	1/31/2001	FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 61	FOREST RIVER	973610
64-0600-04070-000	64-0600-03810-010	4/1/1991	FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 65	FOREST RIVER	973610
64-0600-04080-000	64-0600-03810-010	1/31/2001	FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 66	FOREST RIVER	973610
64-0600-04090-000	64-0600-03810-010	10/22/1997	48 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 67	FOREST RIVER	884870
64-0600-04100-000	64-0600-03810-010	7/23/2001	FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOT 68	FOREST RIVER	987655
64-0600-03851-000	64-0600-03810-010	12/18/2000	67 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION WEST 1/2 LOT 36	FOREST RIVER	971008/884674
64-0600-03850-000	64-0600-03810-010	12/27/2000	63 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION THE EAST 1/2 OF LOT 36	FOREST RIVER	971515
64-0600-03870-000	64-0600-03810-010	2/27/2000	63 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOTS 38 & 39	FOREST RIVER	971515
64-0600-04065-000	64-0600-03810-010	3/18/1998	112 FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOTS 63, 64, & THE NORTH 1/2 OF 62	FOREST RIVER	894744
64-0600-04060-000	64-0600-03810-010	1/31/2001	FOREST RIVER DR	HMAP 1997	STANLEY	FOREST RIVER SUBDIVISION LOTS 65, 66, & THE SOUTH 1/2 OF 62	FOREST RIVER	973610

## Heritage Hills

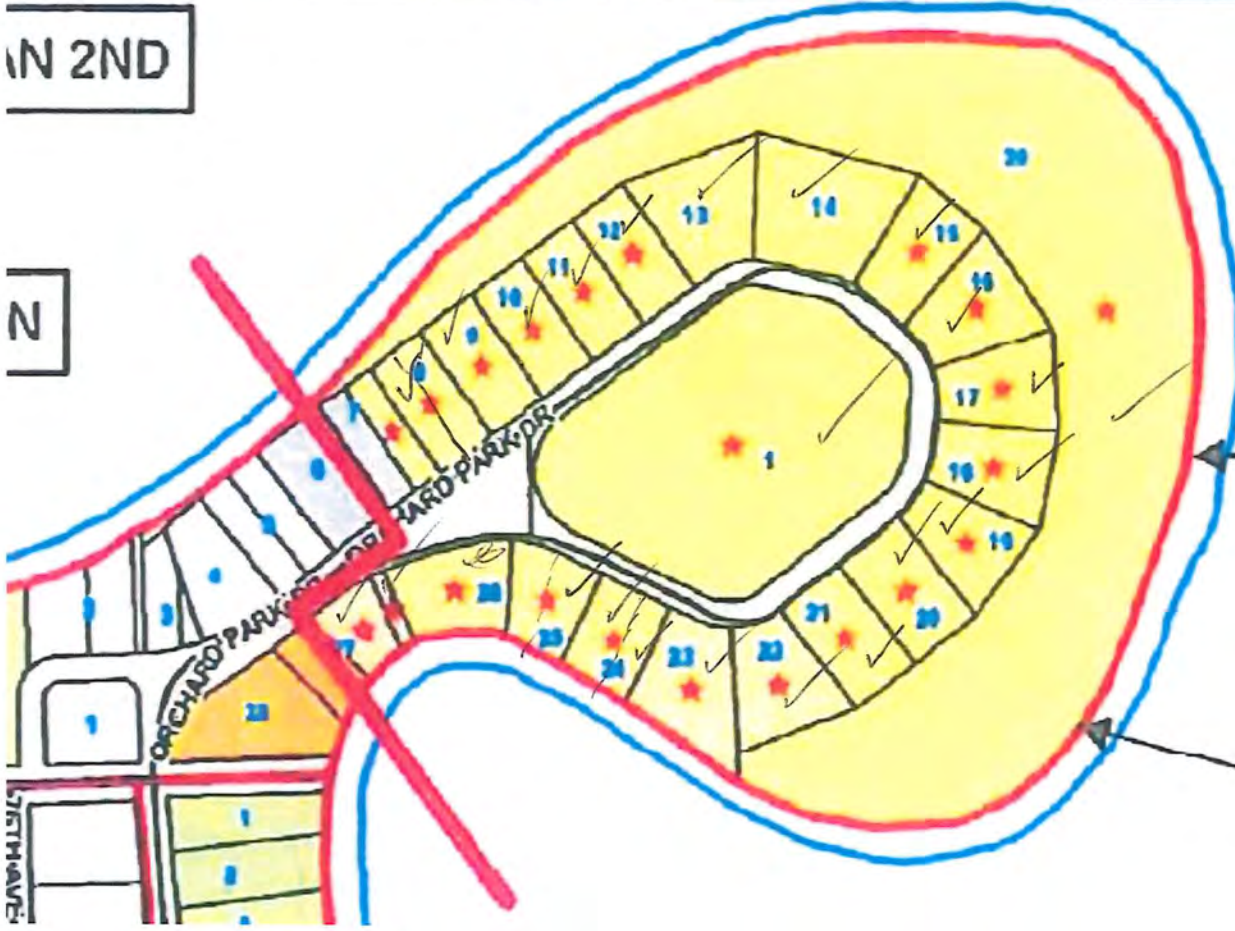
OLD PARCEL	CURRENT PARCEL	PURCHASE DATE	PROPERTY ADDRESS	GRANT	TWP	LEGAL	SUBDIVISION	RECORDER DOCUMENT #
	64-1000-00010-000	6/3/2010	814 HERITAGE CIR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 1 BLOCK 1	HERITAGE HILLS ESTATES	1296171
	64-1000-00030-000	3/17/2010	806 HERITAGE CIR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 3 BLOCK 1	HERITAGE HILLS ESTATES	1289975
	64-1000-00060-000	3/24/2010	706 HERITAGE CIR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 6 BLOCK 1	HERITAGE HILLS ESTATES	1290442
	64-1000-00070-000	3/17/2010	610 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 7 BLOCK 1	HERITAGE HILLS ESTATES	1290000
	64-1000-00110-000	3/17/2010	506 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 11 BLOCK 1	HERITAGE HILLS ESTATES	1290001
	64-1000-00120-000	6/26/2006	502 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 12 BLOCK 1	HERITAGE HILLS ESTATES	1289977
	64-1000-00160-000	5/7/2010	411 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 16 BLOCK 1	HERITAGE HILLS ESTATES	1293766
	64-1000-00170-000	5/7/2010	411 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 17 BLOCK 1	HERITAGE HILLS ESTATES	1293766
	64-1000-00200-000	3/18/2010	601 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 20 BLOCK 1	HERITAGE HILLS ESTATES	1290087
	64-1000-00210-000	5/25/2010	607 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 21 BLOCK 1	HERITAGE HILLS ESTATES	1295279
	64-1000-00220-000	3/17/2010	611 HILLSIDE DR	FMA-PJ-2009-002	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 22 BLOCK 1	HERITAGE HILLS ESTATES	1289992
	64-1000-00020-000	10/21/1997	810 HERITAGE CIR	HMAP 1997	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 2 BLOCK 1	HERITAGE HILLS ESTATES	884877
	64-1000-00140-000	10/29/1997	405 HILLSIDE DR	HMAP 1997	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 15 & PT LOT 14 BLK 1 BEG NW COR LOT 14 THN SWLY ALG WLY LN LOT 14 (CHORD BEAR S 22DG 17'05" W RADIUS = 90') FOR ARC LENGTH 35.51' THN S 56DG24'40" E FOR 490' MORE/LESS TO W BNK RED RVR THN NLY ALG W BNK RED RVR FOR 215' MORE/LESS TO PT INTERS WITH N LN LOT 14 THN N 79DG01' 10" W ALG N LN LOT 14 FOR 420' MORE/LESS TO PT OF BEG TRACT CONTS 1.4 ACS MORE/LESS	HERITAGE HILLS ESTATES	885327
	64-1000-00180-000	11/20/1997	501 HILLSIDE DR	HMAP 1997	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 18 BLOCK 1	HERITAGE HILLS ESTATES	886937 /887774
	64-1000-00190-000	10/17/1997	511 HILLSIDE DR	HMAP 1997	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 19 BLOCK 1	HERITAGE HILLS ESTATES	884578
	64-1000-00230-000	10/29/1997	707 HILLSIDE DR	HMAP 1997	STANLEY	HERITAGE HILLS ESTATES SUBDIVISION LOT 23 BLOCK 1	HERITAGE HILLS ESTATES	885363



IN 2ND

2

71TH AVE



Cass County GIS - <http://www.casscountymid.gov/coun>

CHRISAN GLEN

AREA 1

Deeds

04-0450-0000-010

**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot 9 and that part of Lot 8 within 62.5 feet of, measured perpendicular to, the lot line common to Lots 8 and 9, all in Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and



peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots 10, 11, 12, 15, 16, 17, 18, 19, 20 and 21, Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

and

That part of Lot 7 within 62.5 feet of, measured perpendicular to, the lot line common to Lots 7 and 8, in Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

and

That part of Lot 8 lying southwesterly of the following described line: commencing at the most northerly corner of said Lot 8; thence southwesterly along the northerly boundary a distance of 62.5 feet to the point of beginning; thence southeasterly and parallel to the line common to Lots 8 and 9 to the southeasterly boundary of said Lot 8 and there terminating; in Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

and

That portion of Lot 24 lying northwesterly of a line which commences on the northerly boundary of Lot 24 at a point 75 feet northwesterly of the northeast corner of said Lot 24 and which line runs southwesterly and parallel to the line common between Lot 24 and 23 to the Red River of the North and there terminating, in Block 1 of Chrisan Glen Subdivision, in the County of Cass and the state of North Dakota;

and

That part of Lot 25 within 60 feet of, measured perpendicular to, the lot line common to Lots 24 and 25, all in Block 1, of Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.



- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot 13, Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the

whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot 14, Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Twenty-two and Twenty-three, Block One, in Chrisan Glen Subdivision, situated in the County of Cass and the State of North Dakota, Tax Parcels 64-0450-00220-000 and 64-0450-00230-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the

whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

All that portion of Lot 24 located southeasterly of the following described line: commencing at the northeast corner of said Lot 24; thence northwesterly along said northerly line a distance of 75 feet to the point of beginning; thence southwesterly parallel to the easterly line of said Lot 24 to the bank of the Red River of the North and there terminating, all in Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances,

except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.



(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot 25, less that part of Lot 25 within 60 feet of, measured perpendicular to, the lot line common to Lots 24 and 25, and Lot 26, less all that part of Lot 26 lying westerly of a line which at a right angle to the west line of Lot 26 is 30 feet east of and runs parallel to the west line of Lot 26, all in Block 1, Chrisan Glen Subdivision, situate in the County of Cass and the state of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

That part of Lot Twenty six lying Westerly of a line which at a right angle to the West line of Lot Twenty-six is Thirty feet East of and runs parallel to the West line of Lot Twenty-six, in Block One, and Lot Twenty-seven, in Block One, of Chrisan Glen Subdivision of a part of the South Half of Section Seven and the Northeast Quarter of Section Eighteen, in Township One Hundred Thirty-eight North of Range forty-eight West of the Fifth Principal Meridian, situated in the County of Cass and the State of North Dakota, except that portion of Lot Twenty-seven, described as follows, to wit: Beginning at the Northwest corner of said Lot Twenty-seven as originally platted; thence North 53°22'30" East along the Northwesterly line of said Lot Twenty-seven for a distance of 79.20 feet; thence South 43°23'59" East for a distance of 195 feet, more or less, to a point on the West bank of the Red River of the North; thence Southwesterly along the West bank of said Red River to the Southwest corner of said Lot Twenty-seven; thence North 36°37'30" West along the Westerly line of said Lot Twenty-seven for a distance of 205 feet, more or less, to the Northwest corner of said Lot Twenty-seven to the Point of Beginning. Tax Parcels 64-0450-00260-020 and 64-0450-00270-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot 29, Block 1, Chrisan Glen Subdivision, situated in the County of Cass and the state of North Dakota,

and

Lot 1, Block 3, Chrisan Glen Subdivision, situated in the County of Cass and the state of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and

convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

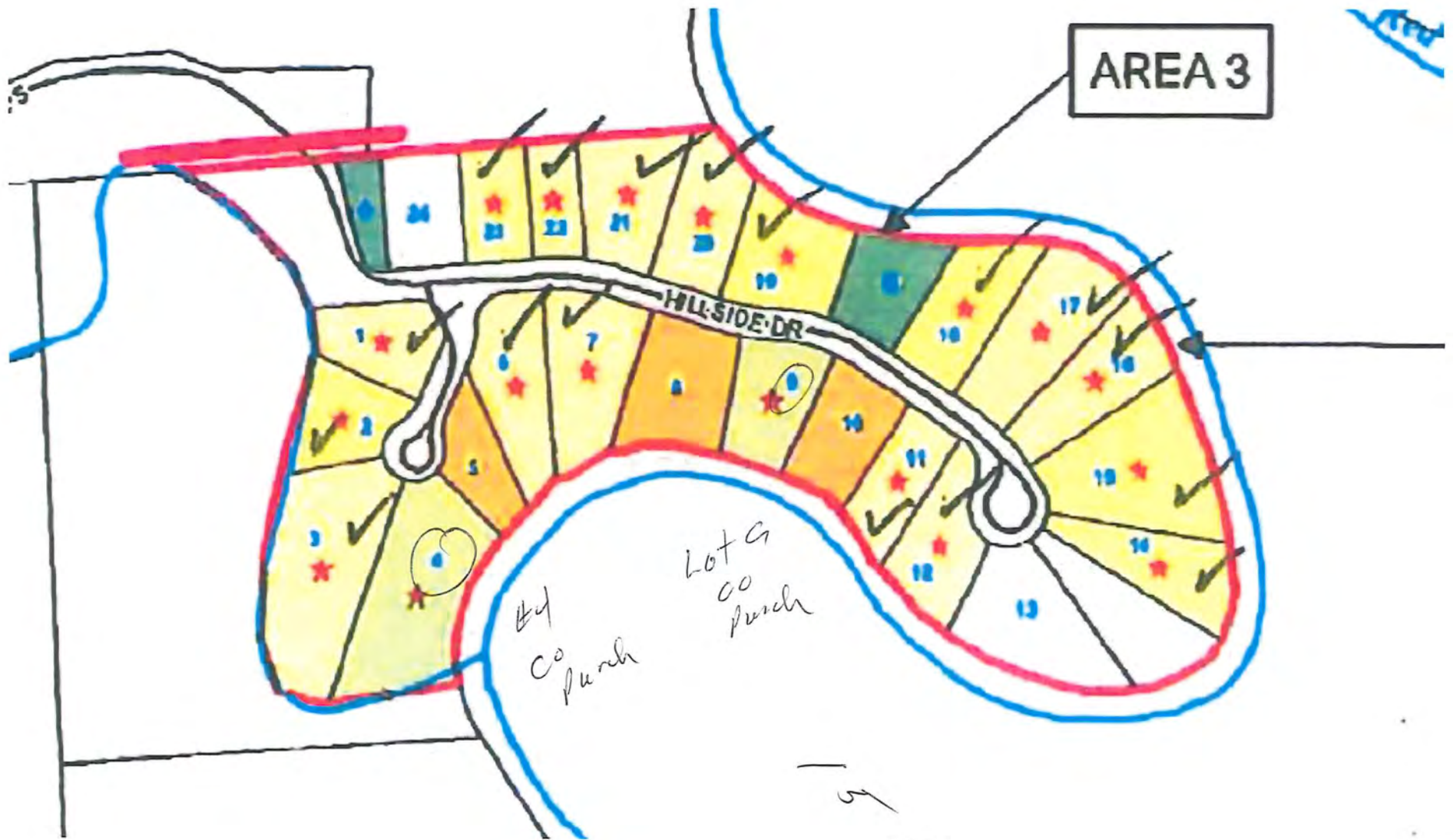
(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.







AREA 3

HILLSIDE DR

Co punch

Lot 6  
Co punch

Deeds

**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot One, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00010-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD

MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND  
HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by  
its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County  
Commissioners and County Auditor, respectively, of Cass County, a North Dakota political  
subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Two, Block One, Heritage Hills Estates, platted out of part of the North Half of Section Nineteen, in Township One Hundred Thirty-eight, North of Range Forty-eight West of the Fifth Meridian, situate in the County of Cass and the State of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Three, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00030-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD

MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND  
HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by  
its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County  
Commissioners and County Auditor, respectively, of Cass County, a North Dakota political  
subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Six, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00060-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD

MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Seven, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00070-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Eleven, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00110-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD

MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.







AREA 2

FOREST RIVER 2ND

*17 Deeds*

**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty-six of Forest River Subdivision, a part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty-seven, of Forest River Subdivision of part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Thirty-two and Thirty-three, of Forest River Subdivision, a part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special

assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Thirty-four and the West Half of Lot Thirty-six, of Forest River Subdivision, a part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special

assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Thirty-five, in Forest River Subdivision of part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.



- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

The East Half of Lot Thirty-six and all of Lots Thrity-eight, Thirty-nine, and Forty-two, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i. Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Thirty-seven in Forest River Subdivision platted out of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Forty-five, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twelve, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00120-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

All of Lot Fifteen, Block One, Heritage Hills Estates, platted out of part of the North Half of Section Nineteen, in Township One Hundred Thirty-eight, North of Range Forty-eight West of the Fifth Meridian, situate in the County of Cass and the State of North Dakota, according to the certified plat thereof;

and

All that part of Lot Fourteen, Block One, Heritage Hills Estates, platted out of part of the North Half of Section Nineteen, in Township One Hundred Thirty-eight, North of Range Forty-eight West of the Fifth Meridian, situate in the County of Cass and the State of North Dakota, according to the certified plat thereof, described as follows, to-wit: Beginning at the Northwest corner of said Lot Fourteen; thence Southwesterly along the Westerly line of said Lot Fourteen, (Chord Bearing South 22°17'55" West, R=90.00') for an arc length distance of 35.51 feet; thence South 56°24'40" East for a distance of 490.00 feet, more or less, to the West bank of the Red River of the North; thence Northerly along the West bank of said Red River of the North for a distance of 215.00 feet, more or less, to the point of intersection with the North line of said Lot 14; thence North 79°01'10" West along the North line of said Lot Fourteen, for a distance of 420.00 feet, more or less, to the Point of Beginning.





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Sixteen and Seventeen, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcels 64-1000-00160-000 and 64-1000-00170-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the

whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Eighteen, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Nineteen, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.



- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00200-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty-one, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00210-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty-two, in Block One, of Heritage Hills Estates, situate in the County of Cass and the State of North Dakota, Tax Parcel 64-1000-00220-000.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Twenty-three, in Block One, of Heritage Hills Estates, a part of the North Half of Section Nineteen, in Township One Hundred Thirty-eight, North of Range Forty-eight West of the Fifth Meridian, situate in the County of Cass and the State of North Dakota.

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Forty-six, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Fifty-seven, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Fifty-eight and Sixty-seven, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special

assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Fifty-nine, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.



- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Sixty, of Forest River Subdivision, situate in the County of Cass and the state of North Dakota,

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and

peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

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- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

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- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lots Sixty-one, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota; and

The South Half of Lot Sixty-two, together with a parcel of land fifty feet in width parallel and adjacent to the West line of the South Half of Lot Sixty-two, Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota; and

Lots Sixty-five and Sixty-six, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota; and

**The above legal description was obtained from a previously recorded instrument.**





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

(c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;

(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or

ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or

ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

The North Half of Lot Sixty-two and all of Lots Sixty-three and Sixty-four, together with a parcel of land fifty feet in width parallel and adjacent to the West line of the North Half of Lot Sixty-two, Lot Sixty-three and Lot Sixty-four of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and

convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special assessments for 2015 (payable in 2016) shall be prorated to date of closing; all prior years' taxes shall be paid by Grantor and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all the persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend, SUBJECT TO THE HAZARD MITIGATION GRANT PROGRAM DEED RESTRICTION ATTACHED AS "EXHIBIT A" AND HEREBY INCORPORATED BY REFERENCE TO THIS DEED.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name by its duly authorized officers as of the date set forth above.

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_  
Chair, Board of County Commissioners

By: \_\_\_\_\_  
County Auditor

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Scherling and Michael Montplaisir, the Chair of the Board of County Commissioners and County Auditor, respectively, of Cass County, a North Dakota political subdivision, on behalf of the county.

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

(SEAL)

## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
- i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.





**WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

Lot Sixty-eight, of Forest River Subdivision, part of Government Lots Two, Three, Four and Five, in Section Eighteen, in Township One Hundred Thirty-eight North, of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent

And the Grantor for their, heirs, executors and administrators, do covenant with the Grantee that they well seized in fee of the land and premises aforesaid and their good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection; taxes and installments for special



## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.



## WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between CASS COUNTY, North Dakota, a North Dakota political subdivision, Grantors, and FARGO PARK DISTRICT, North Dakota, a North Dakota political subdivision, Grantee, whose post office address is 701 Main Avenue, Fargo, North Dakota 58103-1806.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY to the Grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

That part of the unplatted portion of Government Lots 4 and 5 in the East Half (E½) of Section 18, Township 138 North of Range 48 West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, that is bounded on the East by the West boundary of Lots 61, 62, 63 and 64, Forest River Subdivision; on the South by the North shore of the Red River; on the North by the South boundary of Forest River Drive and on the West by a line drawn between a point on the South boundary of Forest River Drive, established 770 feet West of the original Northwest corner of Lot 64, Forest River Subdivision, EXCEPT that portion of Government Lots 4 and 5, Section 18, Township 138 North, Range 48 West, described as follows: A strip of land 50 feet wide (from East to West) immediately West of and adjacent to Lots 62, 63 and 64, Forest River Subdivision, bounded on the North by the South boundary of Forest River Drive and bounded on the South by the South line of Lot 62, Forest River Subdivision, extended Westerly;

**The above legal description was obtained from a previously recorded instrument.**

I certify that the requirements for a report or statement of full consideration paid is exempted by NDCC 11-18-02.2(7) (i).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee or Agent





## EXHIBIT A

In reference to the Deed between the County of Cass ("the Grantor") and the Fargo Park District ("the Grantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such application and has entered into a FEMA-State agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the County of Cass acting by and through the Cass County Commission, has entered into a cooperative grant agreement with Cass County dated January 23, 2014 ("Grant Agreement"), [and herein incorporated by reference]

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

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- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

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(d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

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ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

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(a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation

(b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

(c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:

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ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.

