



RECEIVED
CASS COUNTY COMMISSION

MAR - 9 2018

Auditor

Michael Montplaisir, CPA
701-241-5600
montplaisirm@casscountynd.gov

March 9, 2018

Board of County Commissioners
211 9th Street South
Fargo, ND 58103

Re: Transfer of Lots to the Fargo Park District

Dear Commissioners:

This item to transfer lots to the Fargo Park District completes the transfer of lots in the Chrisan Glen (apple orchard), Forest River, Forest River 2nd, and Heritage Hills Subdivisions. Cass County has received permission from the North Dakota Department of Emergency Services and FEMA to transfer a total of 37 lots to the Fargo Park District. The authorization contains some stipulations similar to our previous transfer of lots—namely, that if the Fargo Park District does not maintain the property in accordance with FEMA guidelines or ceases to exist, the ownership reverts back to the county, and the county would be responsible to bring the lots back into compliance with the original deed restrictions.

This has been a long process; we have talked about transferring these areas to preserve them as managed park lands for many years, but had to wait until the grants used to purchase the lots were fully closed out. The cooperation of Cass County, Fargo Park District, North Dakota Department of Emergency Services and FEMA should be commended in their efforts to set aside approximately 160 acres of river corridor for public nature park purposes.

Sincerely,

Michael Montplaisir
County Auditor

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov

SUGGESTED MOTION:

Move to authorize the Chairperson of the Cass County Commission to sign deeds for the listed properties on Attachment A in Chrisan Glen, Forest River, Forest River 2nd, and Heritage Hills Subdivisions of Cass County, 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.



ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: nddes@nd.gov

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: www.nd.gov/des

Ensuring a safe and secure homeland for all North Dakotans

March 8, 2018

Mr. Birch Burdick
Cass County State's Attorney
P.O. Box 2806
211 Ninth Street South
Fargo, ND 58108

RE: Cass County Request – Additional Property Transfers to Fargo Park District

Dear Mr. Burdick,

The ND Department of Emergency Services (NDDDES) has been working with Cass County, ND to receive approval from FEMA Region VIII to transfer ownership of additional Hazard Mitigation Assistance (HMA) acquired properties from Cass County over to the Fargo Park District in order to expand and add to their primitive nature park south of Fargo, ND. These additional property transfers are in conjunction with the transfers that were requested and approved in 2016 for the exact same purpose. On March 1, 2018, NDDDES officially received approval from FEMA Region VIII for these properties to be transferred over to the Fargo Park District.

Attached to this cover letter is the official FEMA approval for the property transfers, which contains specific requirements concerning the management of these properties in the future. Please refer to this letter concerning the proper use of these properties, environmental requirements, and how these properties will revert back to the county if not properly maintained or if the Fargo Park District ceases to exist.

If you have any questions, please contact State Hazard Mitigation Officer Justin Messner at 701-328-8107.

Sincerely,

Cody Schulz,
Director – Division of Homeland Security

Enclousres – FEMA Region VIII Approval letter

CC: Michael Montplaisir – Cass County Auditor

Doug Burgum
Governor

Major General Alan S. Dohrmann
Director – Department of Emergency Services

Cody Schulz
Director - Division of Homeland Security

Mike Lynk
Director - Division of State Radio



FEMA

R8-MT

March 1, 2018

Mr. Cody Schulz, Director
Division of Homeland Security
North Dakota Department of Emergency Services
Fraire Barracks Lane, 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

Dear Mr. Schulz:

The Federal Emergency Management Agency (FEMA) received your request dated January 8, 2018, for approval to transfer ownership of HMA acquired properties in Cass County to the Fargo Park District, for the purpose of expanding the existing primitive 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.

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. Fargo Park District will be responsible for obtaining any appropriate federal, state, and local permits and clearances. If the District cannot comply with all of the federal requirements pertaining to these properties, or the department ceases to exist, all properties shall revert back to the ownership of Cass County and be 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee K. dePalo".

Lee K. dePalo
Regional Administrator

Attachment A

PROPERTY ADDRESS	VALUATION	PURCHASE PRICE	FUNDING	GRANT	TWP	SUBDIVISION	LOT	BLOCK
801 ORCHARD PARK DR	\$ 299,900.00	\$ 300,915.14	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	CHRISAN GLEN	PT 6 & PT 7	1
803 ORCHARD PARK DR	\$ 6,600.00		FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	CHRISAN GLEN	PT 6	1
803 ORCHARD PARK DR	\$ 270,800.00	\$ 310,000.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	CHRISAN GLEN	PT 5	1
806 ORCHARD PARK DR	\$ 294,939.00	\$ 146,725.27	FEMA	2009 HMGP DR-1829 2-R	STANLEY	CHRISAN GLEN	PT 27	1
810 ORCHARD PARK DR	\$ 291,500.00	\$ 1.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	CHRISAN GLEN	PT 28	1
812 ORCHARD PARK DR	\$ 299,900.00	\$ 381,957.90	FEMA	2009 HMGP DR-1829 2-R	STANLEY	CHRISAN GLEN	PT 28	1
710 HERITAGE CIR	\$ 188,300.00	\$ 231,586.18	FEMA	2009 HMGP DR-1829 2-R	STANLEY	HERITAGE HILLS ESTATES	5	1
606 HILLSIDE DR	\$ 317,200.00	\$ 476,166.09	FEMA	2009 HMGP DR-1829 2-R	STANLEY	HERITAGE HILLS ESTATES	8	1
510 HILLSIDE DR	\$ 201,400.00	\$ 285,000.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	HERITAGE HILLS ESTATES	10	1
7614 FOREST RIVER RD	\$ 125,500.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	4	0
7702 FOREST RIVER RD	\$ 187,600.00	\$ 192,500.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	5	0
7706 FOREST RIVER RD	\$ 187,700.00	\$ 166,123.18	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	6	0
7710 FOREST RIVER RD	\$ 294,400.00	\$ 330,000.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	7	0
7714 FOREST RIVER RD	\$ 104,500.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	8	0
7802 FOREST RIVER RD	\$ 112,900.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	9	0
7806 FOREST RIVER RD	\$ 125,400.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	10	0
7810 FOREST RIVER RD	\$ 353,500.00	\$ 380,496.45	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	11	0
7814 FOREST RIVER RD	\$ 145,400.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	12	0
7902 FOREST RIVER RD	\$ 192,000.00	\$ 197,500.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	13	0
7906 FOREST RIVER RD	\$ 99,000.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	14	0
7914 FOREST RIVER RD	\$ 218,800.00	\$ 261,500.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER	16	0
7918 FOREST RIVER RD	\$ 197,000.00	\$ 309,500.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER	17	0

8002 FOREST RIVER RD	\$ 103,600.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	18	0
8006 FOREST RIVER RD	\$ 185,500.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	19	0
8010 FOREST RIVER RD	\$ 185,800.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	20 & 21	0
405 FOREST RIVER DR	\$ 191,100.00	\$ 199,393.23	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	22	0
401 FOREST RIVER DR	\$ 172,600.00	\$ 148,611.73	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER	23	0
315 FOREST RIVER DR	\$ 123,100.00		FEMA	HMAP 1997	STANLEY	FOREST RIVER	24	0
412 FOREST RIVER DR	\$ 256,066.00	\$ 240,500.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER 2ND	1	1
8206 TROY ST	\$ 188,000.00	\$ 202,500.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	2	1
8212 TROY ST	\$ 208,000.00	\$ 216,000.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER 2ND	3	1
409 RIVER DR S	\$ 212,300.00	\$ 277,500.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	4	1
8205 TROY ST	\$ 192,600.00	\$ 220,000.00	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	1	2
8211 TROY ST	\$ 205,700.00	\$ 311,205.02	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	2	2
408 S RIVER DR	\$ 90,000.00	\$ 107,500.00	FEMA	2009 HMGP DR-1829 2-R	STANLEY	FOREST RIVER 2ND	1	3
404 RIVER DR S	\$ 184,700.00	\$ 75,333.33	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	2	3
308 RIVER DR S	\$ 231,000.00	\$ 240,949.81	FEMA	2011 HMGP FEMA-1981-DR 22R	STANLEY	FOREST RIVER 2ND	5	3

76TH AVENUE S

Red River



NOTE: All lots in Forest River Subdivision are in Block 1.

Blocks 1, 2, 3 of Forest River 2nd Subdivision

- Previously transferred to the Fargo Park District
- Private Ownership
- FEMA funded lots being requested for transfer to the Fargo Park District

2. Forest River/Forest River 2nd Subdivision





- Previously transferred to the Fargo Park District
- Private Ownership
- County lots transferred to the Fargo Park District in 2015
- FEMA funded lots being requested for transfer to the Fargo Park District

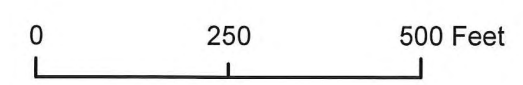
3. Chrisan Glen Subdivision





- County lots transferred to the Fargo Park District in 2017
- Previously transferred to the Fargo Park District
- FEMA funded lots being requested for transfer to the Fargo Park District

1. Heritage Hills Estates



WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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-eight, 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, situate in the County of Cass, State of North Dakota, described as follows: Beginning at the Southwest corner of said Lot Twenty-eight; thence North 18°32'30" East along the West line of said Lot Twenty-eight for a distance of 90.00 feet; thence North 56°13'00" East along the Northwesterly line of said Lot Twenty-eight for a distance of 150.47 feet; thence South 43°23'59" East for a distance of 235.69 feet to a point on the South line of said Lot Twenty-eight; thence North 89°35'30" West along the South line of said Lot Twenty-eight for a distance of 316.00 feet to the point of beginning.

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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 5, Block 1 of Chrisan Glen Subdivision, Cass County, North Dakota, lying Northeasterly of a line drawn parallel to and 70 feet Southwesterly of the lot line common to Lots 5 and 6;

AND

That part of Lot 6, Block 1, of Chrisan Glen Subdivision, Cass County, North Dakota, lying Southwesterly of the following described line: Commencing at the Southern most corner of said Lot 6; thence North 53°22'30" East along the Southeasterly line of said Lot 6 for a distance of 33.56 feet to the point of beginning; thence North 33°17'30" West parallel to the Northeasterly line of said Lot 6 for a distance of 248.63 feet to a point on the Northwesterly line of said Lot 6, and there terminating.

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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 6, in Block One, of Chrisan Glen Subdivision, situate in the County of Cass and the State of North Dakota, less that part of thereof lying Southwesterly of the following described line: Commencing at the Southern most corner of said Lot 6; thence North 53°22'30" East along the Southeasterly line of said Lot 6 for a distance of 33.56 feet to the point of beginning; thence North 33°17'30" West parallel to the Northeasterly line of said Lot 6 for a distance of 248.63 feet to a point on the Northwesterly line of said Lot 6 there terminating;

AND

Lot 7, less 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, 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Lots Twenty-seven and Twenty-eight, 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 the Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, described as follows: 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 75 feet, more or less, to a point lying 130.15 feet Southeasterly of the Northwest corner of said Lot Twenty-seven; thence North 43°23'59" West for a distance of 131.85 feet to a point on the Northwesterly line of said Lot Twenty-eight; thence North 56°13'00" East along the Northwesterly line of said Lot Twenty-eight for a distance of 15.57 feet to the point of beginning.

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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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-eight, 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, Range Forty-eight West, Cass County, North Dakota, described as follows: Commencing at the most Northerly corner of said Lot Twenty-eight as originally platted; thence South 56°13'00" West along the Northwesternly line of said Lot Twenty-eight for a distance of 15.57 feet to the point of beginning; thence continue South 56°13'00" West along the Northwesternly line of said Lot Twenty-eight for a distance of 95.34 feet; thence South 43°23'59" East for a distance of 235.69 feet to a point on the South line of said Lot Twenty-eight; thence North 89°35'30" East along the South line of said Lot Twenty-eight for a distance of 14 feet, more or less, to a point on the West bank of the Red River; thence Northerly along the West bank of said Red River to the Southeast corner of said Lot Twenty-eight; thence North 36°37'30" West along the Northeasterly line of said Lot Twenty-eight for a distance of 75.00 feet to a point lying 130.15 feet Southeasterly of the most Northerly corner of said Lot Twenty-eight; thence North 43°23'59" West for a distance of 131.85 feet to the point of beginning.

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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Five, in Block One, of Heritage Hills Estates Addition, 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Eight, in Block One, of Heritage Hills Estates Addition, 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Ten, in Block One, of Heritage Hills Estates Addition, 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Four, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Five, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Eight, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Nine, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Ten, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Thirteen, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Fourteen, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Sixteen, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Seventeen, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, its successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 and Twenty-one, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
 County of Cass (Grantor)

Signed _____ Date _____
 Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

 Notary Public
 Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, of Forest River Subdivision of 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) (e).

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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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-four, of Forest River Subdivision of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Forest River Second Subdivision of a part of Government Lot Four, of 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) (e).

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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, in Block One, of Forest River Second Subdivision of a part of Government Lot Four, of 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) (e).

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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Forest River Second Subdivision of a part of Government Lot Four, of 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) (e).

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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

(a) Any breach or threatened breach of the above conditions may be enjoined upon application by the State of North Dakota. In addition, the State of North Dakota, shall have the option to repurchase the above described premises for the sum of One Dollar (\$1.00), if the Grantee, its successors or assigns shall have failed to remove or correct any violation of the above conditions within thirty (30) days after the mailing of written notice thereof by said State of North Dakota or its successor, to the Grantee, it's successors, or assigns.

Signed _____ Date _____
County of Cass (Grantor)

Signed _____ Date _____
Fargo Park District (Grantee)

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Cass County, North Dakota

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Four, in Block One, of Forest River Second 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 1, in Block 2, of Forest River Second Subdivision of a part of Government Lot 4, in the East Half of Section 18, in Township 138 North of Range 48 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) (e).

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.

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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:

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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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, in Block Two, of Forest River Second Subdivision of a part of Government Lot Four, in the East half of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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 Three, of Forest River Second Subdivision of a part of Government Lot Four, in the East Half of 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) (e).

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.

5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2018, 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, in Block Three, of Forest River Second Subdivision of a part of Government Lot Four of 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) (e).

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 2018) 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 _____, 2018, by Richard Steen 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.

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- 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
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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 5, in Block 3, of Forest River Second Subdivision of a part of Government Lot 4 of Section 18, in Township 138 North of Range 48 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) (e).

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 2018) shall be prorated to date of closing; all prior years'

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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

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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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(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.

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