

Finance Office

April 13, 2020

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

Board of Commissioners
Cass County North Dakota
211 9th St. S
Fargo ND 58103

Re: Environmental Monitoring Easement

Dear Commissioners:

The county is being asked to grant Environmental Monitoring Easements for some of the lots acquired through FEMA buyouts. Enclosed is a Biotic and Geomorphic Monitoring Informational Sheet that explains what will happen on the properties subject to the easement.

The type of study being done on the property will not violate any of the conditions of the Stafford Act we agreed to when we accepted the grant funds to purchase the property. We have already forwarded on the request to FEMA so they are aware of the testing being done.

These easements are along the Red and Wild Rice Rivers. Two of the lots are in the City of Briarwood that FEMA is reviewing and Briarwood will be asked to also approve the easement for those lots.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Montplaisir".

Michael Montplaisir CPA
Cass County Finance Director

SUGGETED MOTION:

Move to approve an Environmental Monitoring Easement for the lots listed in Attachment A of the attached Environment Monitoring Easement.

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

www.casscountynd.gov



Informational Sheet

Biotic and Geomorphic Monitoring

What is Biotic and Geomorphic Monitoring?

Biotic is another word for biological. In this sense it means the study of fish and other species like clams and bugs found in various locations. Monitoring these different species helps determine if the Project has any impacts on the health of different ecological systems.

Geomorphic simply means the physical environment. Scientists will be looking at rivers and streams to document their width, depth, velocity and how much water is discharging from the stream or river. Monuments (location pins) will be placed on each side of the river or tributary so that the Corps can ensure we are monitoring the same area on all surveys.

Why are the studies necessary?

The U.S. Army Corps of Engineers is leading the biotic and geomorphic data gathering process. They completed at least one round of these studies in 2012, 2017 and 2018 on a majority of the affected parcels.

This is very important information that helps ensure the Project does not impact the health of various organisms and environments.

What is happening now?

The Corps and Diversion Authority are working to secure property easements so studies can resume in 2020. The easements will be needed so the sites can be accessed as needed for respective studies. This makes the study data complete and provides enough consistent, historical data to inform decisions.

How many properties does this affect?

There are close to 425 parcels where easements are needed to perform the required monitoring.



Preparing to conduct surveys in 2017



Placing a monument



Traveling to various sample sites on the Maple River in 2017



Preparing to gather biotic, or biological, samples including fish



Fast Facts

Biotic and Geomorphic Monitoring

TIMELINE

2012
2017

- **Easements Secured**
- **Samples Gathered**
- **Data Collected**

Work began in 2017 with easements at 425 sites along various rivers including the Red, Maple, Rush, Lower Rush and Sheyenne.

2019

- **Easements Requested**

To continue the monitoring work, easements will be again required to access various monitoring sites.

- **Monitoring Teams Assembled**

Typically teams consist of private contractors, geologists and biologists from the U.S. Army Corps of Engineers

- **Samples Gathered**

Some samples, like live fish and geomorphologic observations, can be observed and recorded on site. Other samples, like invertebrates, must be sent to a laboratory for evaluation before their data can be collected.

- **Data Evaluated**

Some samples, like live fish and geomorphologic observations, can be observed and recorded on site. Other samples, like invertebrates, must be sent to a laboratory for evaluation before their data can be collected.

2020
and
beyond

- **Data Used in Decision Making**
- **Sampling, Evaluation & Monitoring Continues**

FACTS



Fish collected for samples are released back into the river.

Electrofishing techniques will be used to stun fish, collect them, observe them and return them to the river.



Invertebrates like bugs and clams are collected from the bottom of the river.

These species must be sent to a laboratory for analysis.



Biological samples can be taken as early as May. Geomorphic surveys are in the fall, after harvest.

This depends on the weather and access capabilities at various sites.



Crews have two or more people.

Work will be done by a crew of two to three people in the water with some watching from shore.



Geomorphic surveys may need regular sampling.

The expected timing for regular geomorphic sampling is every other year, or three times within a five year cycle. This happens before and after the project is built to help see if there are impacts from the project.

Surveys may occur if there is a high water event to find out if there have been any other geomorphic changes, but the Final Feasibility Study and Environmental Impact Statement outline why no significant adverse impacts from the project are expected.

ENVIRONMENTAL MONITORING EASEMENT

THIS EASEMENT is made this _____ day of _____, 2020, by **CASS COUNTY NORTH DAKOTA**, a North Dakota political subdivision, whose post office address is 211 – 9th Street South, Fargo, North Dakota 58103 (“Grantor”); and the **Cass County Joint Water Resource District**, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (“Grantee”).

RECITALS

A. The United States Army Corps of Engineers (the “Corps”) previously completed the Fargo-Moorhead Metropolitan Feasibility Study (the “Study”); as a result of the Study, the Corps concluded a diversion project located in North Dakota with appurtenant staging and storage areas is the most viable permanent flood control and project option to reduce flood damages and risks in the region; the parties refer to the project as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”).

B. Grantee is authorized to acquire the real property rights necessary for purposes of constructing, operating and maintaining the Project.

C. Grantee and the Corps are required to conduct biotic and geomorphological testing of the Red River of the North and its tributaries in the vicinity of the Project to monitor the impact of the Project on those waterways.

D. Grantor owns certain real property necessary for the periodic testing necessary to monitor the impacts of the Project.

E. Grantor agrees to grant and convey an Environmental Monitoring Easement to Grantee in, on, upon, under, over, across and through the property described below for purposes of conducting the biotic and geomorphologic monitoring necessary for the Project, all subject to the terms and conditions contained in this Environmental Monitoring Easement.

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

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee an easement from this date until December 31, 2070, including the easement rights described in this Environmental Monitoring Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

See Exhibit A.

The property described above is the “Easement Property.”

2. **Use of the Easement Property.** Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the following access rights related to the Project regarding the Easement Property for the above described term: ingress and egress in, on, over, across, and through the Easement Property for the purpose of conducting observations, surveys, reviews, and data collection for environmental assessments; conducting topographic field and parcel surveys; collecting soil samples for particle size and organic content analysis; conducting water level, erosion, water quality, habitat, biotic, and geomorphic monitoring; performing any other testing, surveys, and analysis; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding damages to property below. In conjunction with the Grantee’s use of the Easement Property, survey monuments may be placed on the Easement Property. Access will take place as necessary to conduct the surveys and observations required by the adaptive management plan for the Project. The adaptive management plan for the Project is attached to the Final Supplemental Environmental Assessment #2 completed by the Corps in February of 2019. The adaptive management plan, and any revisions to the adaptive management plan, will be available by contacting the Grantee. Prior to any access contemplated by this Environmental Monitoring Easement, written notice will be sent to the address on file with the County for real estate tax purposes. Such notice shall indicate the type of work to be completed and provide contact information for the person in charge of the work being completed. Grantor will not be liable for any damages that occur as a result of access pursuant to this Easement.

3. **Consideration.** Subject to the provisions of Section 4 below, Grantor specifically acknowledges the consideration paid represents full and final consideration to Grantor as compensation or damages regarding the Easement Property, any of Grantor’s remaining property, or the Project, and that Grantor is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority related to this Environmental Monitoring Easement.

4. **Damages to Property.** Grantee will reimburse Grantor, or its successors, for reasonable damages to the Grantor’s property resulting from Grantee’s entrance upon the Easement Property pursuant to this Environmental Monitoring Easement. If crops are damaged, Grantee will calculate “reasonable crop damages” based on the area disturbed, actual production history, Grantor’s yields the year of the damages, and current crop prices at the time of the crop damages. Damages to non-crop land will be repaired by Grantee as best as practical.

Environmental Monitoring Easement – Cass County Flood Property

OID No. 563, 810, 811, 1060, 1224, 2004, 5244, 8608, 9080, 9381, 9384, 9385, 9386, 9388, 9396, 9397, 9428, 9429, 9430, 9996, 9997

5. **Easement Runs With the Easement Property.** This Environmental Monitoring Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Environmental Monitoring Easement will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns during the term of the Easement.

6. **Structures and Personal Property.** Unless otherwise agreed by the parties, no structures on the Easement Properties will be entered or disturbed.

7. **Grantor's Covenants.** Grantor warrants that Grantor is the fee simple owner of the Easement Property; and that Grantor has the right to execute this Environmental Monitoring Easement and to make the promises, covenants, and representations contained in this Environmental Monitoring Easement.

8. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property at any time.

9. **Grantor's Use of the Easement Property.** Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Easement Property in any manner that disrupts or interferes with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project. Grantor may plant or farm on the Easement Property at Grantor's sole risk (subject to the provisions of Section 4 above), but only to the extent Grantor's use does not disrupt or interfere with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project. Grantor shall not remove or destroy any survey markers placed in accordance with this Environmental Monitoring Easement. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project, when directed by Grantee, at Grantor's sole cost.

10. **Maintenance.** Grantee will not be responsible for mowing, haying, or otherwise maintaining any portion of the Easement Property.

11. **Encumbrances.** Grantor may rent or lease the Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent; and Grantor may mortgage the Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as any such mortgage is subordinate to this Easement. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including any violations by any lessee.

12. **Waiver of Warranties.** The parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the

Environmental Monitoring Easement – Cass County Flood Property

OID No. 563, 810, 811, 1060, 1224, 2004, 5244, 8608, 9080, 9381, 9384, 9385, 9386, 9388, 9396, 9397, 9428, 9429, 9430, 9996, 9997

Project; Grantor's ability to use the Easement Property following construction of the Project; or Grantor's ability to enroll the Easement Property in any federal program.

13. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

14. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Easement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

15. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

16. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

17. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

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

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

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Grantee executed this Easement on the date written above.

**CASS COUNTY JOINT
WATER RESOURCE DISTRICT:**

By: _____
Dan Jacobson, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

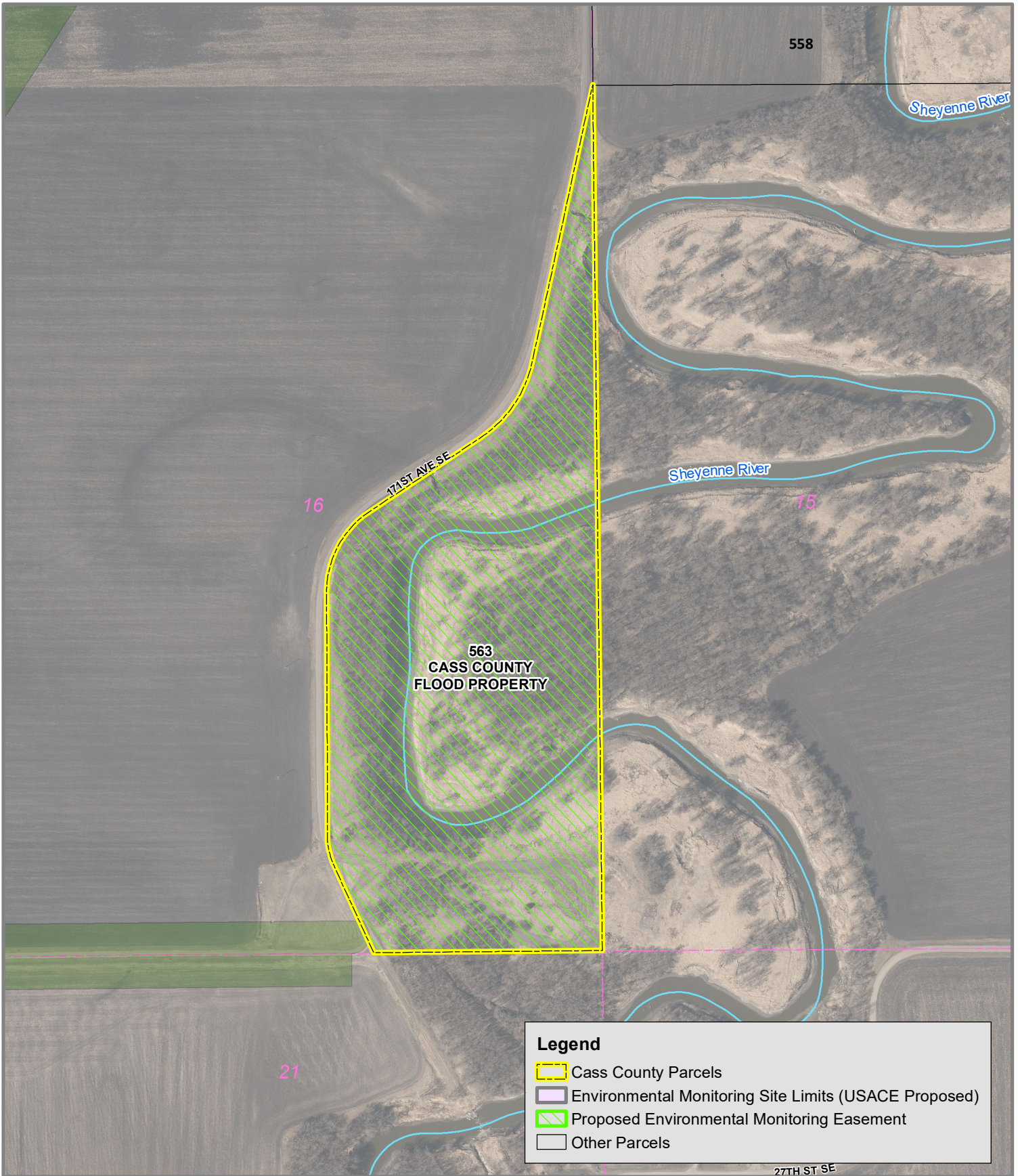
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2020, before me, a Notary Public, in and for said County and State, personally appeared Dan Jacobson and Carol Harbeke Lewis, known to me respectively to be the Chair and Secretary-Treasurer of the and Cass County Joint Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Cass County Joint Water Resource District.

Notary Public, County of Cass, State of North Dakota
My Commission Expires: _____

(SEAL)

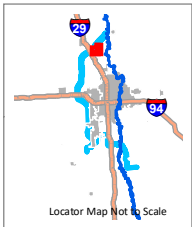
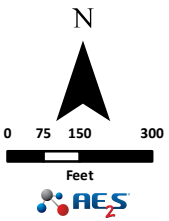
ORIG_ID	ORIGID2	BioGeo Monitoring Site	Cur_Owner	Prop State	Jurisdiction	PIN	Parcel_ID	GIS Acres	Legal Description	CENTROID X (longitude)	CENTROID Y (latitude)
563	563	S1	CASS COUNTY FLOOD PROPERTY	ND	HARWOOD TOWNSHIP	44-0000-00621-000	4400000621000	30.98667566	Auditor's Lot One of the Southeast Quarter of Section Sixteen, in Township One Hundred Forty-one North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.	-96.88108998	47.02318838
9396	9396	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0000-10206-050	57000010206050	1.10453941	That part of Government Lot Seven which is situated in the South Half of the South Half of Section Six, Township One Hundred Thirty-seven North, Range Forty-eight West, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of said Section Six; thence North 88°31'20" East for 1731 feet; thence North 0°25'18" West for 233 feet; thence North 19°52'42" East for 200 feet; thence North 36°9'12" East for 200 feet; thence North 55°10'32" East for 326.45 feet; thence North 1°23'18" West for 382.2 feet; thence North 88°36'42" East for 600 feet to the Southwest corner of this tract, being the true point of beginning of said tract hereinafter described; thence North 66°30'20" East for 415.5 feet; thence North 1°23'18" West for 34 feet to the North line of Government Lot Seven; thence South 88°20'50" West and on said North line for 383 feet; thence South 1°23'18" East for 185.9 feet to the point of the beginning.	-96.78643024	46.70611089
9388	9388	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0000-10206-080	57000010206080	1.11128789	Auditor's Lot Three of the South Half of Section Six, Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the state of North Dakota, together with an easement for ingress and egress described as follows: Said easement lying 60 feet North and abutting the following described line: Commencing at the Northeast corner of Lot Seven of Butch-R-Block Subdivision of a part of the South Half of Section Six, Township One Hundred Thirty-seven North of Range Forty-eight West; thence North 88°36'42" East for 551 feet; thence North 66°30'20" East for 225 feet to point of termination, subject to easements, highways and rights of way record.	-96.78719566	46.70594296
9397	9397	R8	CASS COUNTY FLOOD PROPERTY	ND	NO CITY	57-0000-10206-090	57000010206090	1.79491385	A tract of land in Government Lot Seven, of Section Six, in Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, described as follows, to-wit: Commencing at the Southwest corner of said Section Six; thence North 88°31'20" East for 1731 feet; thence North 0°25'18" West for 233 feet; thence North 19°52'42" East for 200 feet; thence North 01°23'18" West for 322.2 feet; thence North 88°36'42" East for 391 feet to the Northwest corner of Trace 3 being the true point of beginning; thence South 01°23'18" East for plus or minus 374 feet to the West Bank of the Red River of the North; thence meandering Northeasterly along said West Bank for plus or minus 314 feet; thence North 01°23'18" West for plus or minus 215 feet; thence South 66°30'20" West for 50 feet; thence South 88°36'42" West for 220 feet to the point of beginning.	-96.78820427	46.70569822
810	810	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0000-10208-010	57000010208010	5.56625806	Auditor's Lot 1, LESS the East 150 feet thereof of the Northwest quarter (NW1/4) of Section 7, Township 137 North of Range 48 West of the 5th Principal Meridian, situate in the County of Cass and the State of North Dakota.	-96.79055548	46.70197512
811	811	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0000-10208-020	57000010208020	1.04465854	The East One Hundred Fifty feet of Auditor's Lot One, of the Northwest Quarter of Section Seven, in Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal meridian, situate in the County of Cass and the State of North Dakota.	-96.78901755	46.70155326
9997	9997	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0400-00060-000	57040000060000	1.05308199	Lots 2 and 3, in Block 2, of River Shore Subdivision, a part of Government Lots 5, 6 and 7, in Section 7 of Township 137 North of Range 48 West of the 5th P.M., situate in the County of Cass and the State of North Dakota.	-96.78643451	46.69685907
9996	9996	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0400-00070-000	57040000070000	1.25513745	Lots 2 and 3, in Block 2, of River Shore Subdivision, a part of Government Lots 5, 6 and 7, in Section 7 of Township 137 North of Range 48 West of the 5th P.M., situate in the County of Cass and the State of North Dakota.	-96.78639139	46.69652188
9428	9428	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0400-00170-000	57040000170000	2.44074467	Lot Thirteen, in Block Two, of River Shore Subdivision, situate in the County of Cass and the State of North Dakota.	-96.78747538	46.69189621
9429	9429	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0400-00180-000	57040000180000	1.91727783	Lot Fourteen (14), in Block Two (2), of River Shore Subdivision, situate in the County of Cass and the State of North Dakota.	-96.78812433	46.69166588
9430	9430	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0400-00190-000	57040000190000	1.57698324	Lot Fifteen (15), in Block Two (2), of River Shore Subdivision, situate in the County of Cass and the State of North Dakota.	-96.7887742	46.69152973
9381	9381	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0500-00010-000	57050000010000	1.05671151	Lot 1, in Block 1, of Butch-R-Block Subdivision, situate in the County of Cass and the State of North Dakota.	-96.7921629	46.70340438
9384	9384	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0500-00040-000	57050000040000	1.24384423	Lot Four, Butch-R-Block Subdivision, a Subdivision of part of Government Lot Seven, Section Six, Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.	-96.79166529	46.70457824
9385	9385	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0500-00050-000	57050000050000	1.32137596	Lot Five, in Block One, of Butch-R-Block Subdivision, a subdivision of part of Government Lot Seven in Section Six, Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.	-96.79123421	46.70487865
9386	9386	R8	CASS COUNTY FLOOD PROPERTY	ND	PLEASANT TOWNSHIP	57-0500-00060-000	57050000060000	1.34401902	Lot 6, in Block 1, of Butch-R-Block Subdivision, situate in the County of Cass and the State of North Dakota. A tract of land situated in the Northwest Quarter (NE1/4) of Section 24, Township 138 North of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more specifically described as follows: Commencing at a point which is 1042.5 feet East of the Northwest corner of said Northwest Quarter (NE1/4) in said Section 24 and said point being on the North section line of Section 24 and being the True Point of Beginning of the tract hereinafter described; thence with a deflection to the left (South) of 91°2' and on a bearing of South 1°46' West for a distance of plus or minus 613 feet to the center line of the Wild Rice River; thence meandering Easterly and Northerly along said center line to a point where said center line is intersected by a line described as follows: Said line commences at a point which is 1308.5 feet East of the Northwest corner of the Northeast Quarter (NE1/4) in said Section 24; thence on a bearing of South 29°16' East for a distance of plus or minus 229 feet to said center line of the Wild Rice River, thence North 29°16' West for plus or minus 229 feet to the North section line of said Section 24; thence West and along said section line for a distance of 266 feet to the point of beginning. Except the west 50 feet of the above tract of land.	-96.79076871	46.70514868
1060	1060	WR1	CASS COUNTY FLOOD PROPERTY	ND	STANLEY TOWNSHIP	64-0000-02281-010	64000002281010	5.12227485	The Northwest Quarter of the Northwest Quarter of Section Twenty-five, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, EXCEPTING THEREFROM that part thereof lying South and West of the Wild Rice River, and ALSO EXCEPTING THEREFROM the following described tracts: A tract of land located in the Northwest Quarter of the Northwest Quarter of Section Twenty-five, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows: Beginning at the Northwest Corner of said Section Twenty-five, thence on an assumed bearing of North 90°00'00" East along the North line of said Section Twenty-five for a distance of 137.00 feet; thence South 00°20'21" West parallel with the West line of said Section Twenty-five; for a distance of 476 feet more or less to the centerline of the Wild Rice River; thence meandering Westerly along the centerline of said River 140.00 feet more or less to a point on the West line of Section Twenty-five; thence North 00°20'21" East along the West line of said Section Twenty-five for a distance of 476 feet more or less to the point of beginning, subject to all easements of sight or record; AND ALSO EXCEPTING all that part of the Northwest Quarter of the Northwest Quarter in Section Twenty-five, Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter, said point being the point of beginning; thence Westerly along the North line of the Northwest Quarter of the Northwest Quarter to a point which is a centerline of the Wild Rice River; thence Southerly and Westerly along the centerline of the Wild Rice River to a point where the Wild Rice River intersects the West line of the Northwest Quarter of the Northwest Quarter; thence South along the West line of the Northwest Quarter of the Northwest Quarter to a point where the West line again intersects the centerline of the Wild Rice River; thence Easterly and Southerly along the centerline of the Wild Rice River to a point where the Wild Rice River intersects the South line of the Northwest Quarter of the Northwest Quarter to the Southeast Corner of the Northwest Quarter of the Northwest; thence Northerly along the East line of the Northwest Quarter of the Northwest Quarter, to the point of beginning.	-96.80420937	46.75862555
5244	5244	WR2	CASS COUNTY FLOOD PROPERTY	ND	STANLEY TOWNSHIP	64-0000-02370-010	64000002370010	0	Auditor's Lot 2 in the North Half of Section 36, Township 142 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, bear South 00°00'00" West along the West line of said Section 36 a distance of 2,004.52 feet; thence bear North 89°38'49" East a distance of 1,920.00 feet to the West corner Auditor's Lot No. 2 of a part of the North Half of said Section 36; thence bear South 79°00'25" East along a portion of the boundary line of said Auditor's Lot No. 2 a distance of 393.12 feet; thence bear South 83°28'44" East a distance of 320.33 feet; thence bear North 89°38'57" East a distance of 25.00 feet to the point of beginning of the tract of land herein described; Thence South 00°15'51" East a distance of 104.00 feet; thence North 89°38'57" East a distance of 30.00 feet; thence South 00°15'51" East a distance of 60.00 feet; thence North 89°38'57" East a distance of 378 feet more or less, to a point of intersection with the westerly bank (left bank) of the Red River of the North, thence northerly along said westerly (left) river bank to a point of intersection with a line which bears South 89°38'57" West and intersects the point of beginning; thence South 89°38'57" West along the last described intersecting line a distance of 405 feet, more or less, to the point of beginning. Said tract of land contains 1.45 acres, more or less.	-96.81750268	46.74489359
1224	1224	R2	CASS COUNTY FLOOD PROPERTY	ND	WISER TOWNSHIP	70-0000-13646-020	70000013646020	1.48912044	A tract of Land located in the Northwest Quarter of Section Twenty-seven in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota described as follows: commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section Twenty-seven in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal meridian, thence South Four Hundred feet parallel to the West section line; thence East Five Hundred Seventy-three feet parallel to the North Section line; thence North parallel to the West section line to the North section line; thence West along the North section line to the point of beginning.	-96.82565575	47.0717414
2004	2004		CASS COUNTY FLOOD PROPERTY	ND	Pleasant Township	57-0000-10371-010	57000010371010	5.26168		-96.85634	46.658747
9080	9080	R5	CASS COUNTY FLOOD PROPERTY,	ND	CITY OF BRIARWOOD LOTS Briarwood City	72-0100-00180-000	72010000180000	2.60817432	Lot Eighteen, of Briarwood Place Addition to the City of Briarwood, situate in the County of Cass and the State of North Dakota.	-96.79140128	46.78764252
8608	8608	R5	CASS COUNTY FLOOD PROPERTY	ND	Briarwood City	72-0100-00190-000	72010000190000	2.04859115	Lot Nineteen, in Briarwood Place Addition to the City of Briarwood, situate in the County of Cass and the State of North Dakota.	-96.79133094	46.78680756



Legend

- Cass County Parcels
- Environmental Monitoring Site Limits (USACE Proposed)
- Proposed Environmental Monitoring Easement
- Other Parcels

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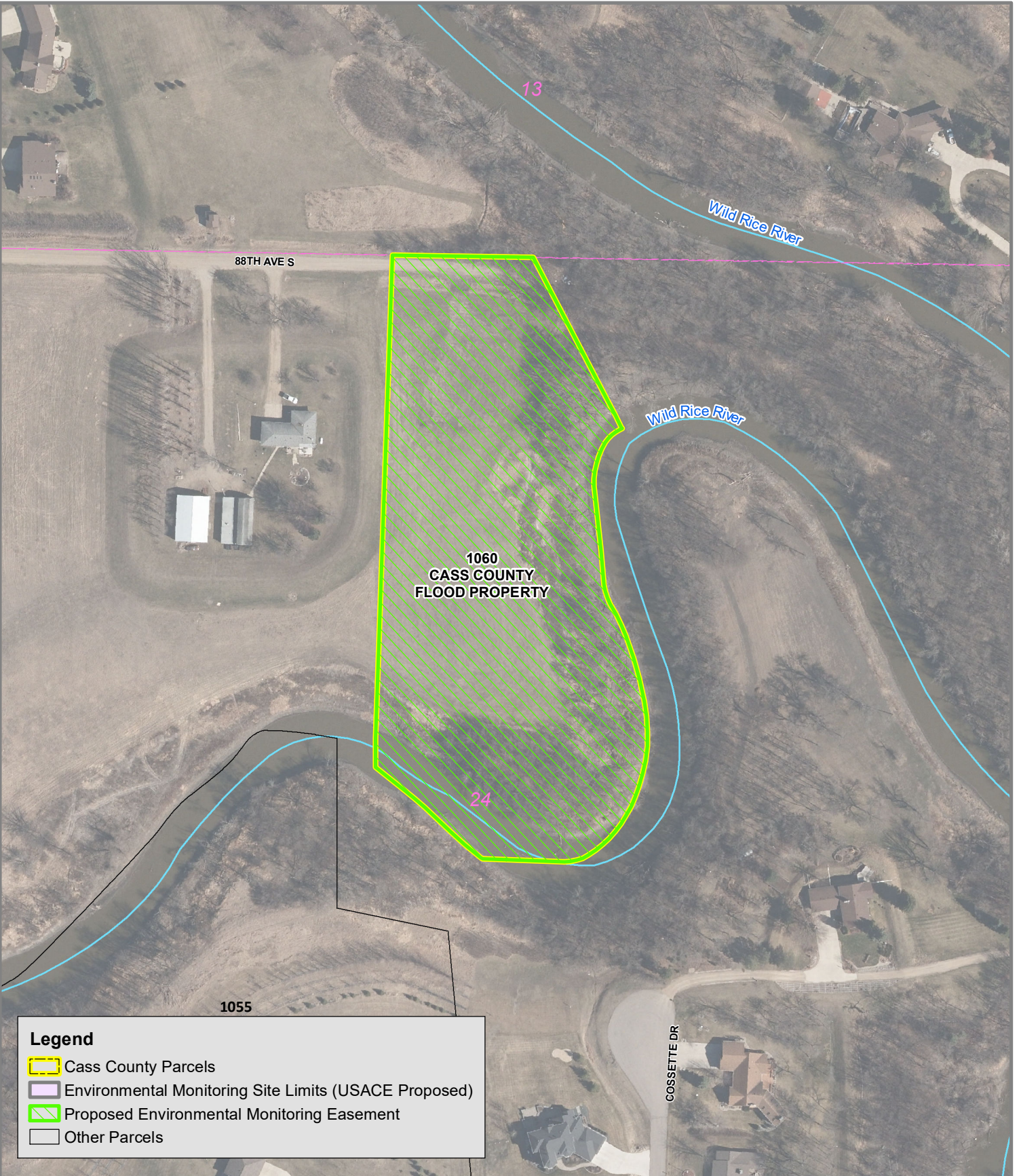


**REQUIRED ENVIRONMENTAL MONITORING EASEMENT
CASS COUNTY FLOOD PROPERTY
SITE S1**





FM AREA DIVERSION

FM AREA
DIVERSION
PROJECT

Map Date: 1/8/2020



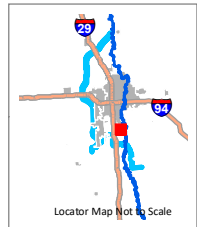
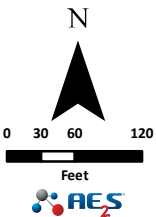
Legend

-  Cass County Parcels
-  Environmental Monitoring Site Limits (USACE Proposed)
-  Proposed Environmental Monitoring Easement
-  Other Parcels

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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: h:records C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Environmental\Biotic & Geomorph Survey\WR1 CCFloodProperty EME Recommendations.mxd

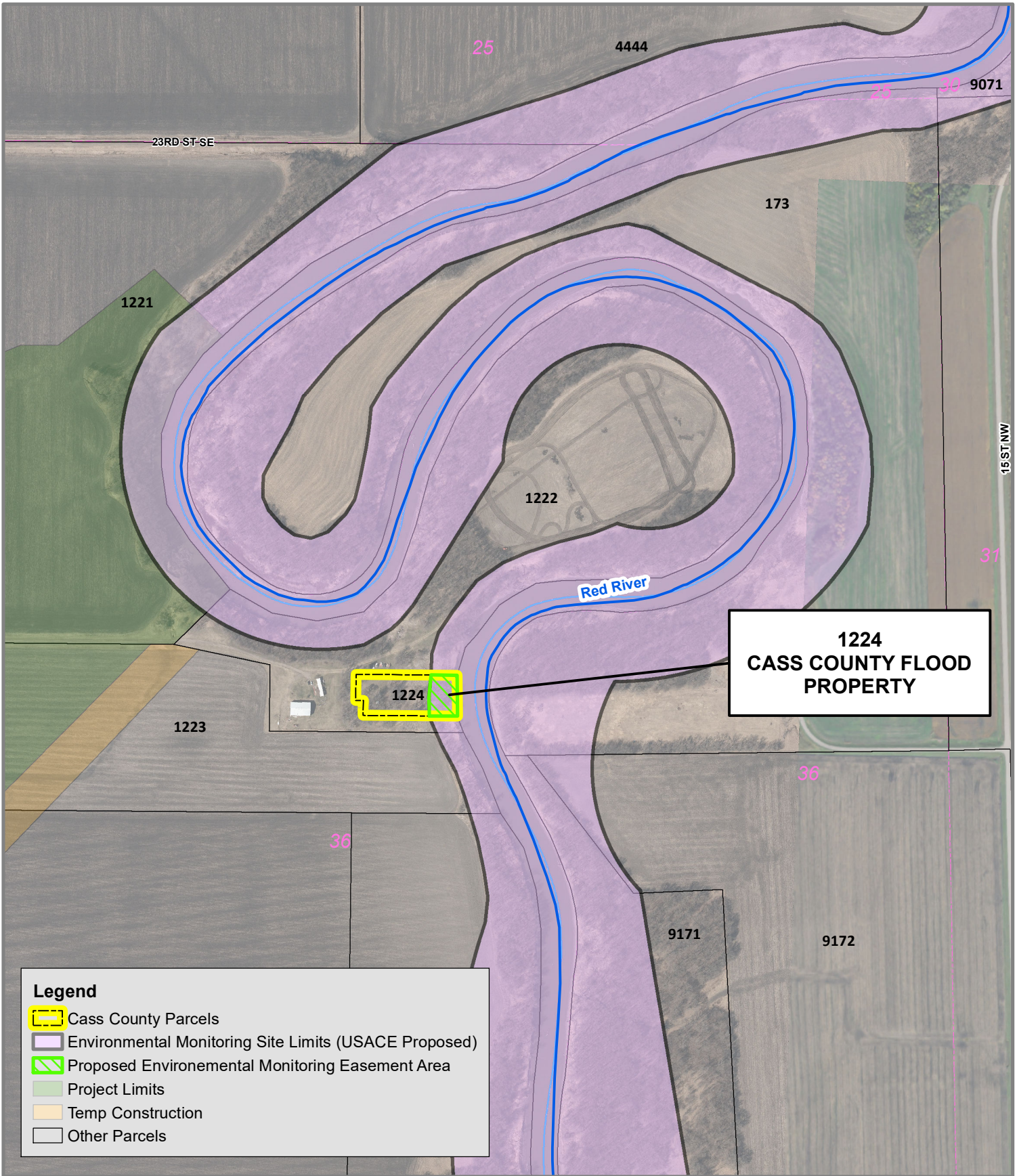


**REQUIRED ENVIRONMENTAL MONITORING EASEMENT
CASS COUNTY FLOOD PROPERTY
SITE WR1**

FM AREA DIVERSION



Map Date: 1/8/2020

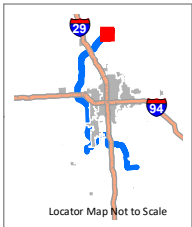
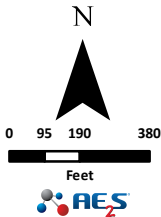


Legend

- Cass County Parcels
- Environmental Monitoring Site Limits (USACE Proposed)
- Proposed Environmental Monitoring Easement Area
- Project Limits
- Temp Construction
- Other Parcels

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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Environmental\Biotic & Geomorph Survey\R2 EME Recommendations CCFlood.mxd

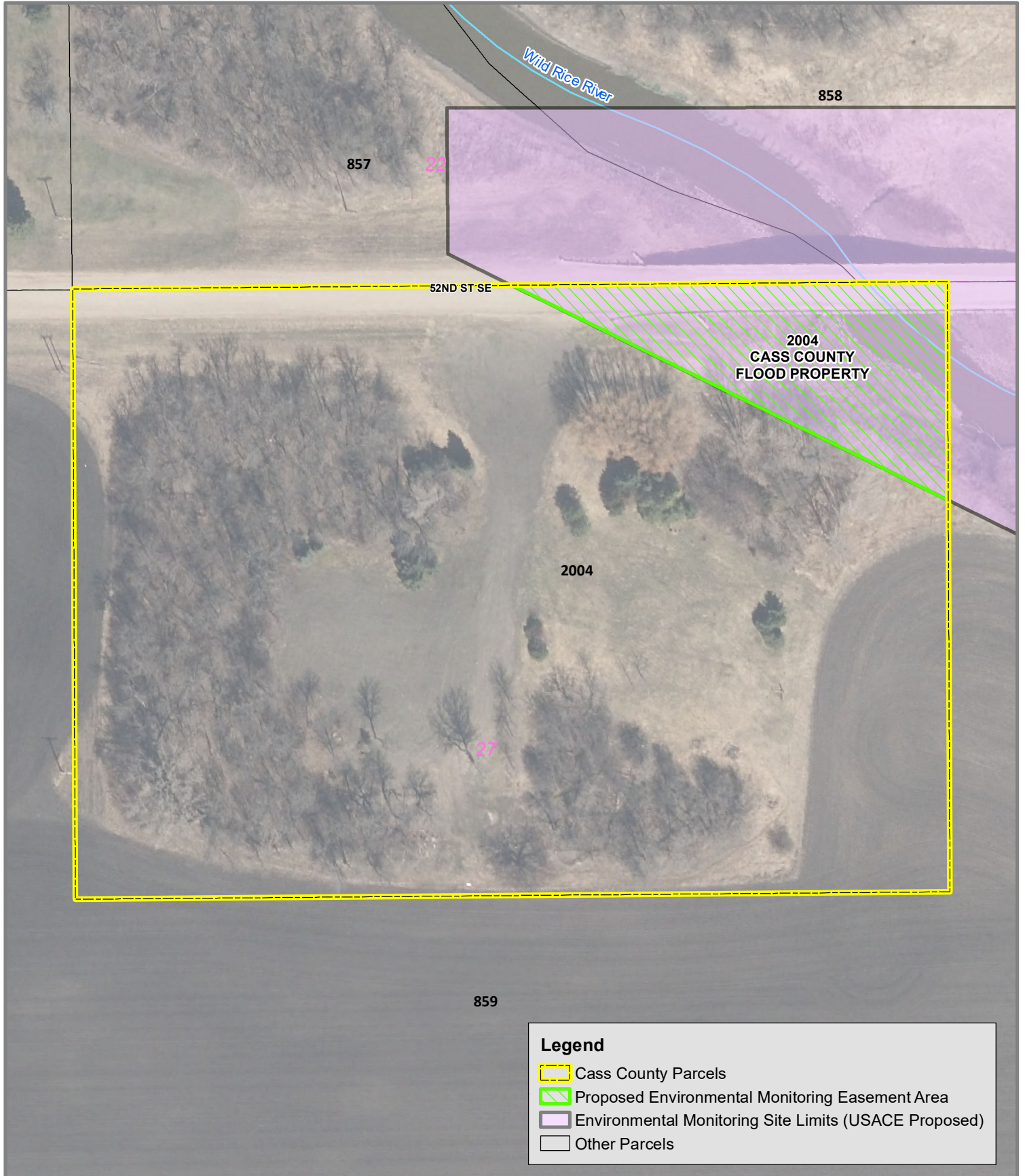


**REQUIRED ENVIRONMENTAL MONITORING EASEMENTS
CASS COUNTY FLOOD PROPERTY
SITE R2**

FM AREA DIVERSION



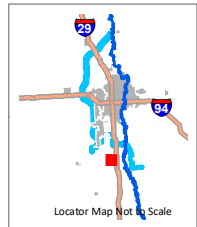
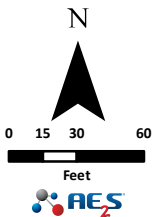
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Legend

- Cass County Parcels
- Proposed Environmental Monitoring Easement Area
- Environmental Monitoring Site Limits (USACE Proposed)
- Other Parcels

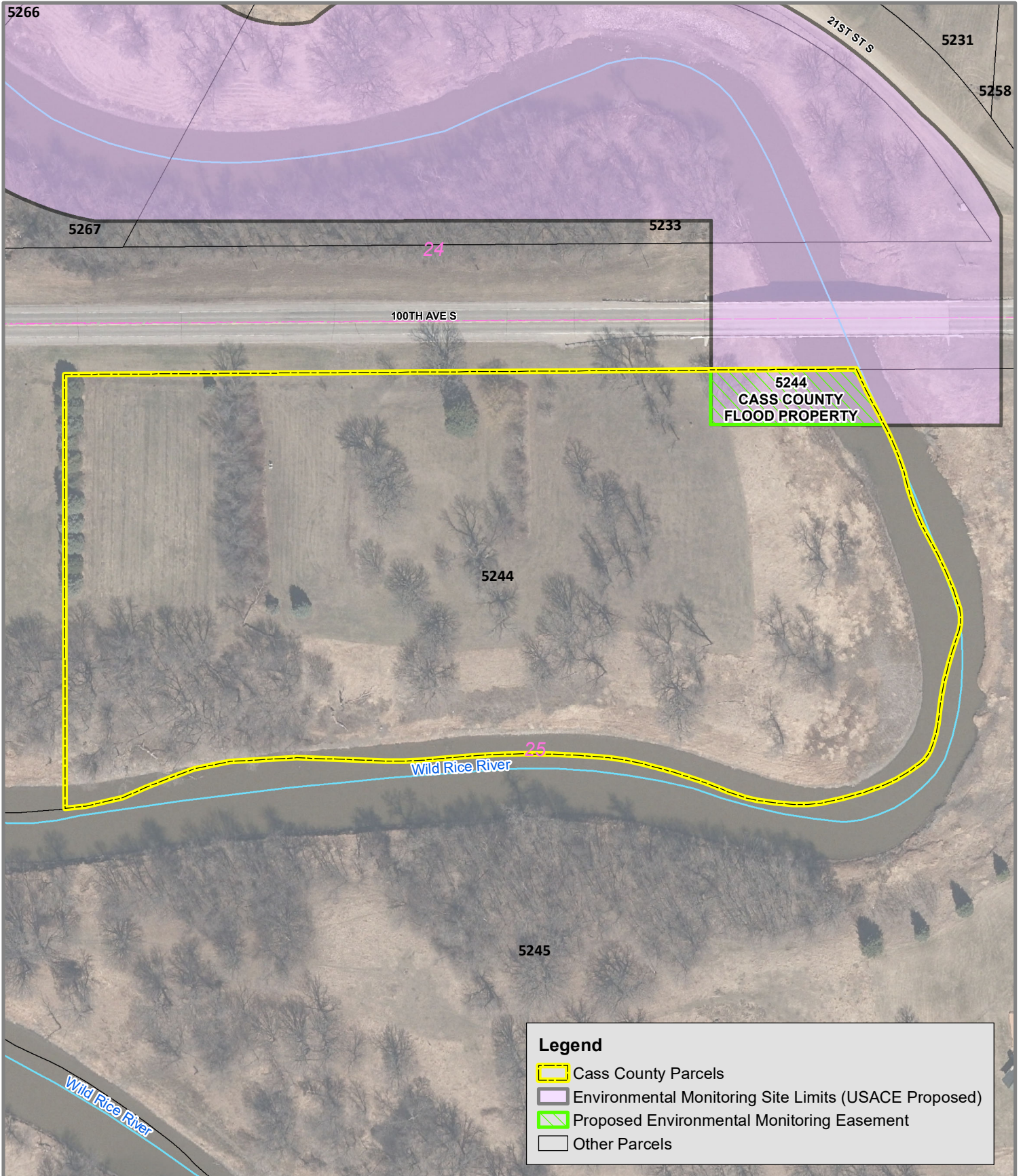
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**REQUIRED ENVIRONMENTAL MONITORING EASEMENT
CASS COUNTY FLOOD PROPERTY
SITE WR5**

FM AREA DIVERSION

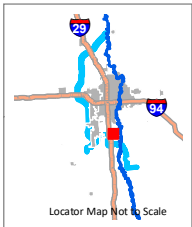
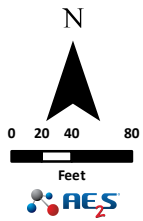
FM AREA DIVERSION PROJECT
Map Date: 1/8/2020



Legend

- Cass County Parcels
- Environmental Monitoring Site Limits (USACE Proposed)
- Proposed Environmental Monitoring Easement
- Other Parcels

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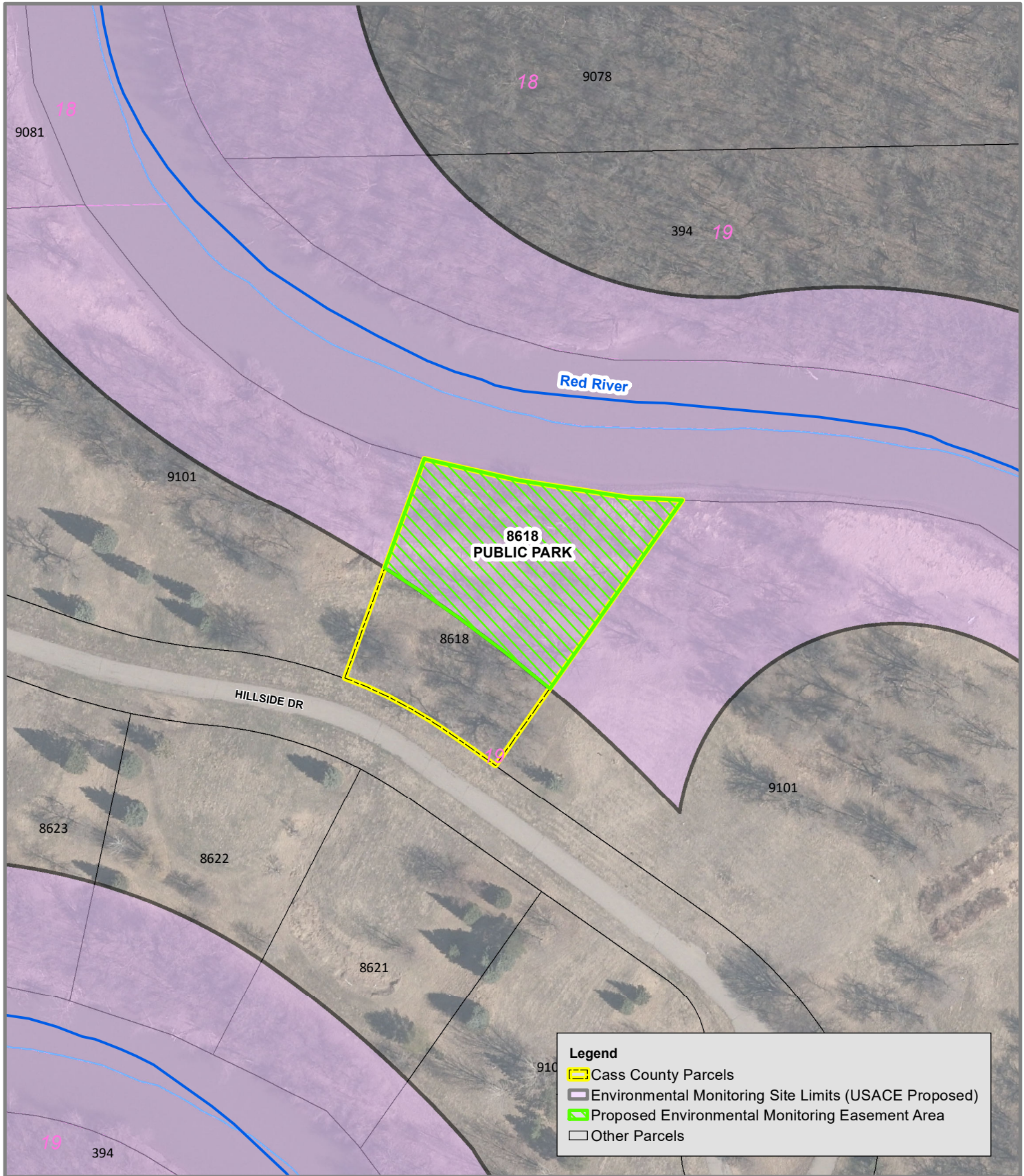


**REQUIRED ENVIRONMENTAL MONITORING EASEMENT
CASS COUNTY FLOOD PROPERTY
SITE WR2**

FM AREA DIVERSION



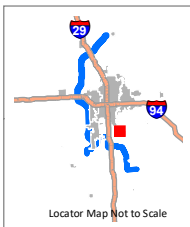
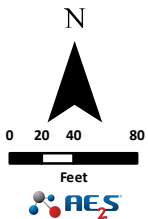
Map Date: 1/8/2020



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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Environment\Biotic & Geomorph Survey\R6 Public Park EME Recommendations.mxd

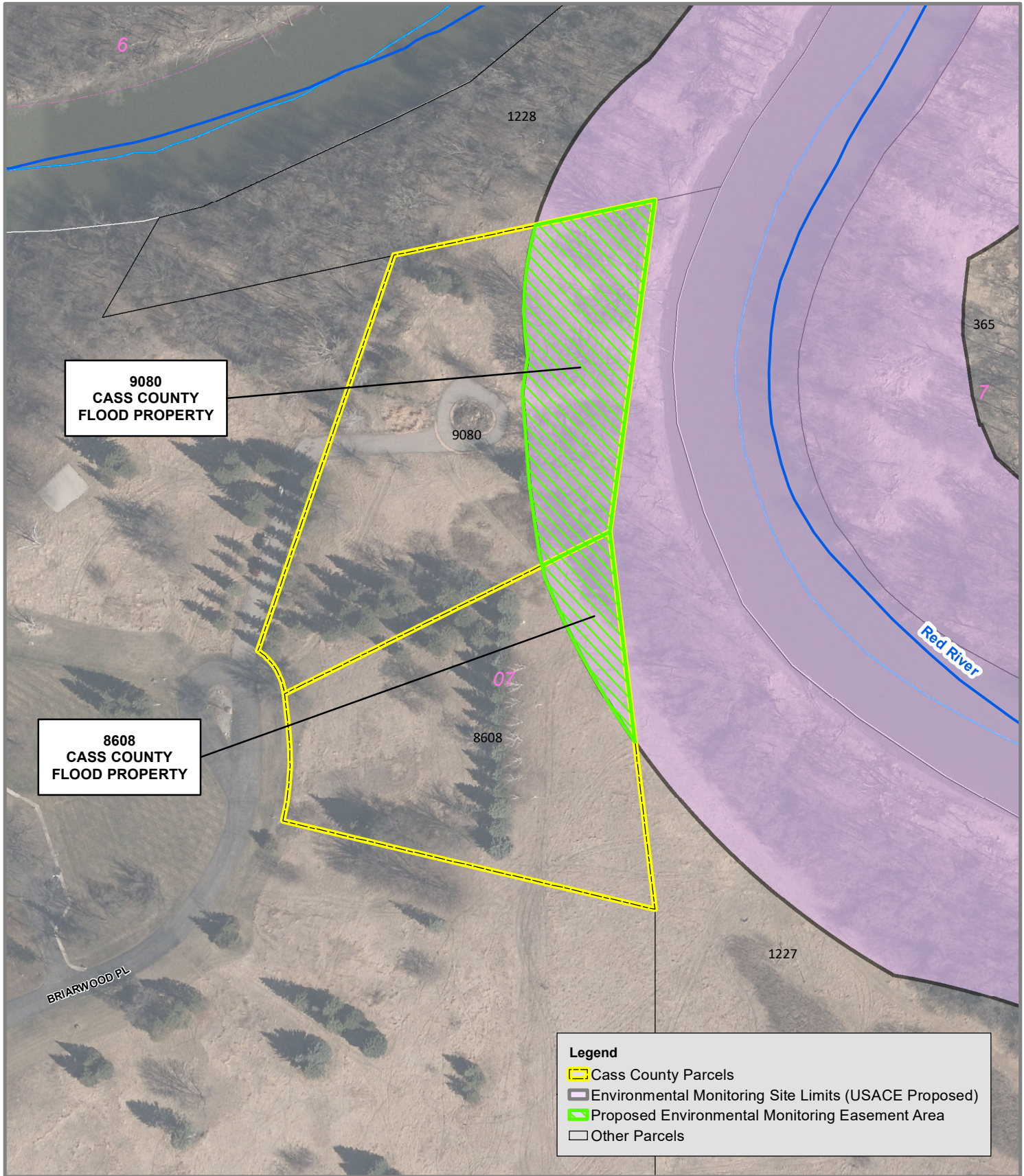


REQUIRED ENVIRONMENTAL MONITORING EASEMENTS PUBLIC PARK SITE R6

FM AREA DIVERSION



Map Date: 12/6/2019



**9080
CASS COUNTY
FLOOD PROPERTY**

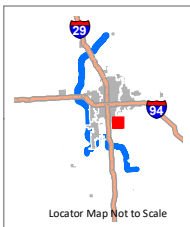
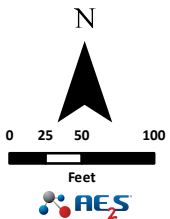
**8608
CASS COUNTY
FLOOD PROPERTY**

Legend

- Cass County Parcels
- Environmental Monitoring Site Limits (USACE Proposed)
- Proposed Environmental Monitoring Easement Area
- Other Parcels

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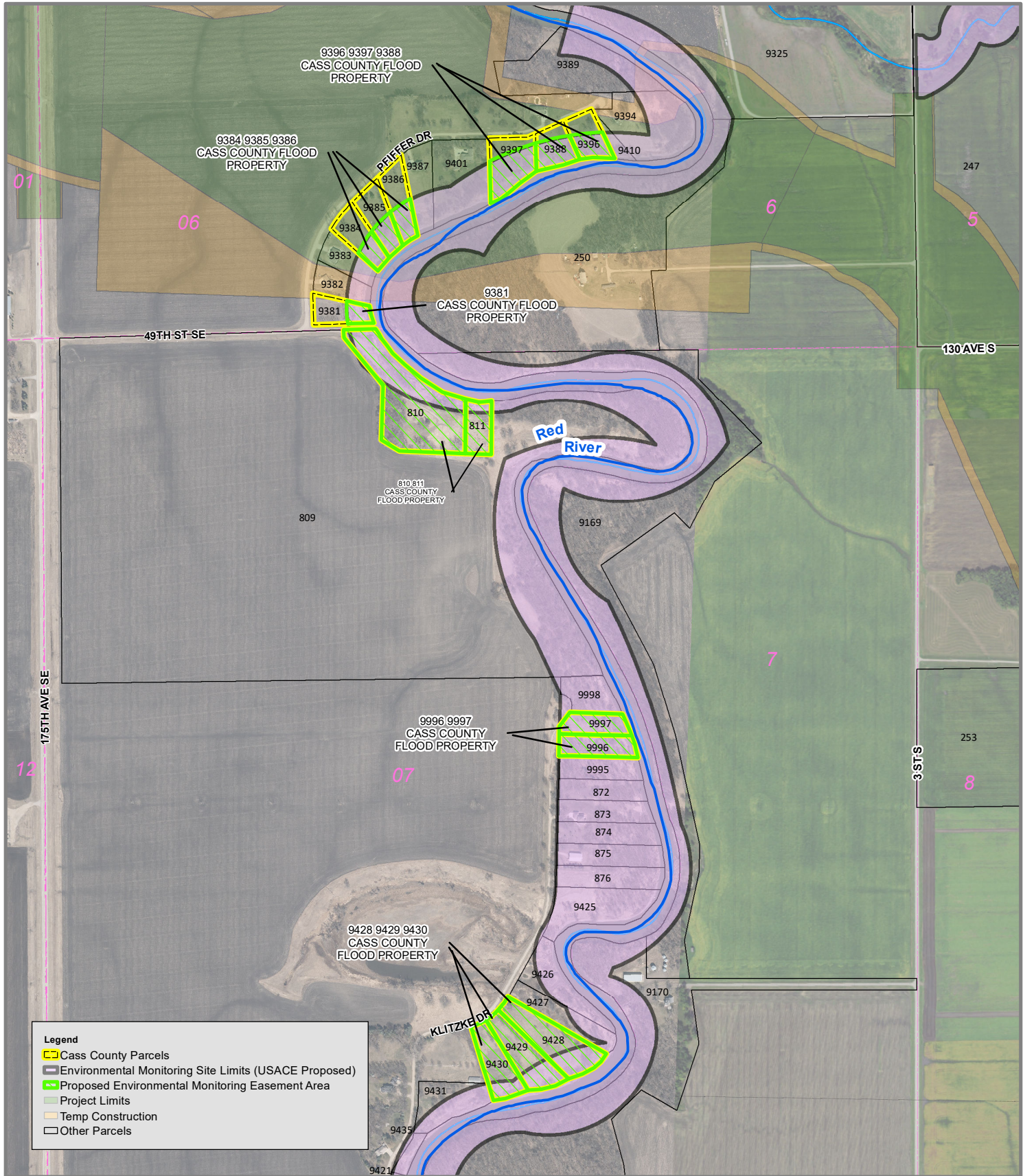


REQUIRED ENVIRONMENTAL MONITORING EASEMENTS CASS COUNTY FLOOD PROPERTY SITE R5

FM AREA DIVERSION



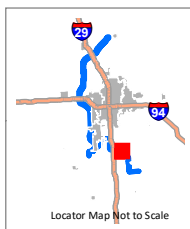
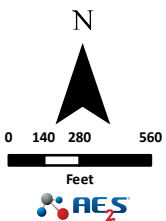
Map Date: 12/6/2019



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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Environmental\Biotic & Geomorph Survey\R8 Cass Co Flood Property EME Recommendations.mxd



REQUIRED ENVIRONMENTAL MONITORING EASEMENTS CASS COUNTY FLOOD PROPERTY SITE R8

FM AREA DIVERSION



Map Date: 12/6/2019