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AL BAKER — *Of Counsel*

October 11, 2021

Cass County Commission
211 9th Street South
Fargo, ND 58103
SENT VIA EMAIL TO: albrecht@casscountynd.gov

RE: Cass County Joint Water Resource District
Quick Take of Gene and Branda Sauvageau's Property

Dear Board of Commissioners:

Attorney Al Baker and I represent Gene and Brenda Sauvageau whose property is the subject of the Cass County Joint Water Resource District's (CCJWRD) application for quick take eminent domain authority. CCJWRD is applying for approval from the Cass County Commission, as required by Section 61-16.1-09 of the North Dakota Century Code, to take possession of the property of Gene and Brenda Sauvageau by quick take eminent domain, to remove them from their home and to demolish their buildings. CCJWRD contends the condemnation of the Sauvageau property is necessary to enable the FM Diversion Project to proceed on a timely basis. The Commission should disapprove the application for the following reasons:

1) Gene and Brenda Sauvageau's community.

Gene and Brenda Sauvageau own and reside on a farmstead located approximately 1.5 miles west of St. Benedict. Their residence is unique and includes a 3,340 square foot home with an attached three stall garage, one unattached garage, another building that was used for grain storage, and a 30 by 40 foot barn that Gene renovated inside and out, with steel siding, concrete floor and foundation, hydraulic floor lift and hoist, power, heat and air conditioning. Gene is a machinist and uses his renovated shop/barn to work on his 56 Ford Thunderbird, his other hobbies,

and the equipment he uses to maintain his home and yard. Gene and Brenda chose their rural residence in Gene's historic community as a life choice. Their 7.78 acre yard, maintained like a park with space and privacy necessary to their chosen lifestyle, was an essential part of their decision to purchase the property 37 years ago.

Gene's connection to the St. Benedict community is five generations deep and began in 1871. His great grandfather and his father were French Canadian immigrants that settled the St. Benedict area and established the church and town. Gene grew up on the family farm that was located approximately one mile south of Gene and Brenda's current residence. Gene and his siblings still own farmland in the community and have already surrendered some of their grandfather's land to CCJWRD as result of the Diversion Project. Gene's grandfather and father were educated in the St. Joseph's Catholic School in St. Benedict. Gene attended that same school through the fifth grade, after which he attended and graduated from the Kindred School District. Gene chose his residence because of its location in his family community and within the Kindred School District, where his daughter attended and graduated. Gene and Brenda raised their daughter as members of the St. Benedict Catholic Church, just as Gene, his father and grandfather were. Brenda and Gene purchased their rural residence from the Trottier family in 1984. They chose the Trottier farmstead which is within walking distance of the town his family founded and his family's land, to raise their daughter and live in the community they love. They are surrounded by relatives and friends that share their heritage and ties to the community. Gene is related to many of his neighbors, who are also descendants of the French-Canadian homesteaders who founded the St. Benedict community, and who include the Cossettes, Dubords, Duvals, Richards, Rheaults, and the Trottiers. The CCJWRD Board is familiar with these community names as most of these families will also be displaced or forced to surrender property rights to CCJWRD as a result of the Diversion Project.

2) The Cass County Commission must deny CCJWRD's request for approval to use quick take as the resource district, through its land agent, repeatedly referenced quick take eminent domain during negotiations with Brenda and Gene Sauvageau in violation of Section 61-16.1-09(2)(b)(3) of the North Dakota Century Code.

Section 61-16.1-09(2)(b)(3) of the North Dakota Century Code provides that a water resource district may not use quick take eminent domain against a landowner unless the district first applies and receives authorization from the county commission in which the right of way is located. The statute further provides that the county commission may not even vote on the issue before first receiving verification "that there has been no reference or threat of quick take eminent domain by the district during negotiations." The communications and negotiations occurring between the Sauvageaus and CCJWRD, through the resource district's agent Lisa Kilde of SRF Consulting, contained several threats and references to CCJWRD's published plan to use quick take eminent domain against the Sauvageau's unless they agreed to the terms offered to them by Ms. Kilde for the purchase of their property. CCJWRD opened negotiations with a letter and offer to purchase dated February 1, 2021, from Lisa Kilde on behalf of the CCJWRD. (See attached Exhibit 1). In the letter, Ms. Kilde directed Brenda and Gene to the property acquisition schedule and Cass County Joint Board information on the FM Diversion website. (Exhibit 1). The schedule

contained in the Property Rights Acquisition Manual published on that site, which is of particular interest to anyone whose property was being acquired by CCJWRD/Diversions Authority, informs all landowners, including Brenda and Gene Sauvageau, that unless they agree to sell their property to CCJWRD within 160 days, CCJWRD will seek to take their property by quick take eminent domain. (See attached Exhibit 2 – Acquisition Timeline).

Not only did land agent Lisa Kilde direct the Sauvageau's to the quick take timeline in her letter and offer to purchase of February 1, 2021, she repeated the direction in every email she sent to Gene and Brenda's brother-in-law, Roel Ronken, who was their power of attorney for purposes of negotiating with Ms. Kilde. All of Ms. Kilde's emails contained the following: "*Required Notice: Schedule and Cass County Joint Board Information can be found at: <http://fmdiversions.gov/lands-schedule/>.*" (See attached Exhibit 3).

CCJWRD, through their agent Lisa Kilde of SRF Consulting, repeatedly directed the Sauvageaus to the Diversion Authority website and that informed them that unless they agreed to her offers to purchase their residence, quick take eminent domain would be used against them to take it. For these reasons, the mandatory requirement of the statute that no reference to quick take eminent domain be made during negotiation by the water district cannot be met and CCJWRD's request for authorization to use quick take eminent domain against Gene and Brenda Sauvageau must be declined.

3) Authorizing CCJWRD to use quick take eminent domain to obtain and demolish Brenda and Gene Sauvageau's residence would violate state and federal law.

Section 54-01.1-07 of the North Dakota Century Code provides, in relevant part, as follows:

54-01.1-07. Assurance of availability of housing.

...

2. No person may be required to move from a dwelling on account of any program or project undertaken by the displacing agency unless the displacing agency is satisfied that comparable replacement housing is available to the person.

...

Id.

The United States Code contains a parallel provision: "No person shall be required to move from his dwelling on account of any program or project undertaken by a Federal agency or with Federal financial assistance, unless the head of the displacing agency is satisfied that comparable replacement housing is available to such person." 42 U.S.C 4626. Comparable replacement housing is defined by Section 54-01.1-02(2) of the North Dakota Century Code as follows:

2. "Comparable replacement dwelling" means any dwelling that is:
 - a. Decent, safe, and sanitary;
 - b. Adequate in size to accommodate the occupants;
 - c. Within the financial means of the displaced person;
 - d. **Functionally equivalent**;
 - e. In the area not subject to reasonably adverse environmental conditions;
and
 - f. **In a location generally not less desirable** than the location of the displaced dwelling with respect to public utilities, facilities, services, and the displaced person's place of employment.

Id. (emphasis added).

Cass County Water Resource District has established precedent for determining what constitutes comparable replacement housing. When the Diversion Authority managers determined that approximately 42 residences in the Oxbow/Hickson/Bakke community needed to be acquired in order for the FM Diversion Project to proceed in a timely manner, they evaluated whether there was available replacement housing in that community. (See attached Exhibit 4). In that case, the community was Oxbow/Hickson/Bakke. The Cass County Joint Water Resource District determined that available comparable replacement dwellings were not available in the Oxbow/Hickson/Bakke neighborhood. (See attached Exhibit 5). Because of this lack of comparable replacement housing, CCJWRD acknowledged that federal law required that the displaced persons from Oxbow/Hickson/Bakke had a right to remain in their community and receive replacement housing. CCJWRD formalized these findings in a resolution executed August 14, 2014, that provided as follows:

WHEREAS, the Joint Board will pay landowners just compensation for the property interests being acquired. In addition to paying landowners just compensation, the Joint Board will comply with the Uniform Relocation Act governing relocation assistance for residents of structures being acquired for a project. The Uniform Relocation act is codified as 42 United States Code Chapter 61 ("URA"). The URA prohibits federal participation in a project where the acquiring agency does not comply with the URA, and where there is not comparable replacement dwellings available to displaced persons before the displacement.

WHEREAS, regulations have been created to clarify the process and procedures for compliance with the URA. The regulations are published as 49 Code of Federal Regulations Part 24. The regulations governing compliance with the URA include a procedure for ensuring the displaced persons have replacement housing, and that they are fairly compensated for the relocation. 49 CFR 24.404 recognizes that the standard procedures found within the regulations will not work for all projects. Whenever a project cannot proceed on a timely basis because displaced persons will not be provided replacement

housing in a timely manner under the restrictions of the remaining regulations, additional or alternative relocation assistance **must** be provided to those displaced persons.

(See attached Exhibit 5) (emphasis added).

When the CCJWRD provided replacement housing to the individual displaced persons in the Oxbow/Hickson/Bakke Community, they included the following statement in their agreements:

Owner qualifies as a displaced person under the URA, and the District has found it would be impossible for homeowners such as Owner, and other homeowners similarly situated and currently living in the communities of Oxbow, Hickson, or Bakke to obtain comparable replacement housing within the communities of Oxbow, Hickson, or Bakke. The District has found a Housing of Last Resort situation exists. Therefore, in order to proceed with the Levee Project in a timely and cost effective manner, it is necessary to provide Owner with a comparable newly constructed home within the City of Oxbow.

(See attached Exhibit 6).

The CCJWRD Board seeks to quick take Gene and Brenda's residence and, according to its attorney, demolish their home before next summer. The Sauvageaus are therefore "displaced persons" within the meaning of the federal Uniform Relocation Act and North Dakota Statute. N.D.C.C. Section 54-01.1-02. As displaced persons they are entitled to: 1) just compensation for the value of their residence; and 2) comparable placement housing within their community, and their community is rural St. Benedict. No comparable replacement housing is available in their community and CCJWRD Board, through its agent SRF Consulting, refuse to provide replacement housing as required by state and federal law, even though CCJWRD repeatedly acknowledged and conceded its obligation to provide replacement housing in its earlier resolutions and agreements.

CCJWRD's agents refuse to acknowledge that the state and federal law protects the Sauvageaus in the same manner as it did the members of the Oxbow/Hickson/Bakke community. Instead, CCJWRD has falsely claimed to the Sauvageaus that they must accept urban housing that is available in the City of Fargo. (See attached Exhibit 7 - Benefits Notification from SRF). State and federal laws guarantee that the Sauvageaus cannot be forced to move from their home until a comparable replacement home in their community is available that is the "functional equivalent" of their current residence. Section 54-01.1-02(2) N.D.C.C. A house on a small city lot in Fargo is in no way the "functional equivalent" of their rural residence in the St. Benedict community Gene's forefathers established. Counsel has learned that there is evidence to establish that CCJWRD has made a blanket determination to deny all the residents of rural communities such as Horace, St. Benedict, and Christine replacement housing by asserting that houses in the City of Fargo are "comparable" within the meaning of North Dakota Statute and the Federal Uniform

Relocation Act. By this unlawful blanket determination, the managers of the FM Diversion Project intend to minimize mitigation costs by denying rural residents their rights.

Until the CCJWRD provides the Sauvageaus: 1) just compensation for the value of their residence; and 2) legitimate comparable placement housing within their community, in the same manner it did so for the Oxbow/Hickson/Bakke community, approval of CCJWRD's request for quick take eminent domain authority must be denied.

4) Failure to Negotiate.

North Dakota's eminent domain laws require a condemning authority to "make every reasonable and diligent effort to acquire property by negotiation." N.D.C.C. § 32-15-06.1(1). For the reasons stated in the previous section CCJWRD has wholly failed to negotiate with the Sauvageaus in a reasonable and fair manner. At no point did the District even acknowledge that the Sauvageaus were entitled to remain in their community and receive replacement housing. Consequently, CCJWRD's request for quick take eminent domain authority must be denied.

5) State and Federal laws require that persons displaced by the FM Diversion Project receive relocation protections and assistance in a fair and uniform manner.

Federal law requires that "relocation assistance policies must **provide fair, uniform and equitable treatment of all affected persons.**" 42 USC 4621(a)(2) (emphasis added). North Dakota Statute has a similar requirement which provides as follows:

54-01.1-01. Declaration of policy. The purpose of this chapter is to establish a uniform policy for the **fair and equitable treatment of persons displaced** as a direct result of programs or projects undertaken by a state agency so that displaced persons will not suffer disproportionate injuries as a result of programs and projects designed for the benefit of the public as a whole and to minimize the hardship of displacement by the acquisition of real property by state and local land acquisition programs, by federally assisted building code enforcement programs, or by a program of voluntary rehabilitation of buildings or other improvements conducted pursuant to governmental supervision. The policy must be **uniform** as to:

1. Relocation payment;
2. Advisory assistance;
3. Assurance of availability of standard housing; and
- ...

Id. (emphasis added).

Attached hereto as Exhibit 7 is the February 11, 2021 letter from CCJWRD's agent, Lisa Kilde of SRF Consulting, advising Gene and Brenda Sauvageau that the amount of the relocation assistance that they were entitled to was based upon a determination that they were not entitled to relocate in their community. Ms. Kilde wrote: "We have chosen the listed property at 4241 54th

Ave South, ND to use as your “comparable” home in determining your replacement house benefits...” This is a house located not in their rural community but in Fargo City with a .28 acre lot. Based upon CCJWRD’s calculation, the Sauvageaus would not be provided funds to replace their residence in their community but would only receive a payment of \$54,315 for their total relocation assistance.

The Cass County Commissioners are invited to compare the amount of relocation assistance CCJWRD offered the Sauvageaus with the assistance awarded to Michael Bindas to provide him comparable housing and to remain in his community. (See attached Exhibit 6). Bindas is one of 40 families that were given replacement housing to allow them to remain in their community of Oxbow/Hickson/Bakke. Attached as Exhibit 6 is a representative copy of the two agreements CCJWRD made with the Oxbow families to pay then for 1) for the value of their residence, and 2) to provide benefits for replacement housing. As you can see from the last page, CCJWRD paid Bindas \$692,439.00 in replacement housing assistance *over and above the acquisition price of his home*, so that he could construct comparable housing in his community to replace the residence demolished in order for the Diversion project to proceed. CCJWRD gave Bindas \$692,439.00 for comparable replacement housing benefits to remain in his community. CCJWRD are denying the Sauvageaus the very same benefit, comparable replacement housing in their community, and offering them only \$54,315 in relocation benefits. This is unconscionable, in bad faith and violates state and federal law requiring the “the uniform and equitable treatment of all affected persons.” Until CCJWRD remedies this gross disparate treatment of Cass County citizens, its request for quick take eminent domain must be denied.

Current and Former Cass County Commissioners have already weighed in on this very issue. Speaking at a Land Management Committee meeting on July 9, 2015, and discussing replacement housing for Oxbow/Hickson/Bakke, Commissioner Chad Peterson stated: “... a blessed construction climate exists now where all builders, plumbers, etc. are swelling with work; however the ramification of that are that it costs more to build. To replace a house costs what it costs . . . regardless of its assessed value and the reality is that it is likely no one at this table could rebuild their existing home at its assessed value in today’s market.” Speaking at the same meeting Commissioner Ken Pawluk saw the issue clearly: “the same federal process used in the past will be used for homes, businesses and farmsteads in the staging area. . . the provision of Last Resort Housing is a factor in Oxbow and *those displaced by the project should not be asked to dig into their own pocket for equivalent replacement property.*” (See attached Exhibit 8) (emphasis added).

Conclusion.

The law requires the CCJWRD to provide relocation assistance to persons displaced by the FM Diversion Project in a uniform equitable manner. CCJWRD’s attempt to treat these citizens in a disparate and unconscionable manner should not be condoned. Until CCJWRD agrees to provide relocation and replacement housing to the Sauvageaus in the same manner as was provided to the 40 Oxbow families displaced by the FM Diversion Project, CCJWRD’s request for quick take eminent domain authority must be denied. Requiring the Sauvageaus to be removed from their dwelling under these circumstances would violate state and federal law. The Sauvageaus and

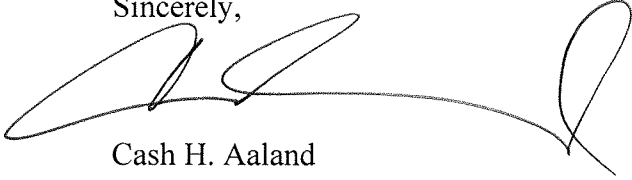
Board of Commissioners

October 11, 2021

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other residents of rural communities displaced by Fargo's diversion project are not looking for excess, but they are entitled to remain in their communities, receive replacement housing, and fair and equitable treatment from CCJWRD as the law requires.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above the name 'Cash H. Aaland'.

Cash H. Aaland

Enclosures

cc: Gene and Brenda Sauvageau



February 1, 2021

SRF No. 13783.00

Gene and Brenda Sauvageau
5302 112th Ave S
Horace, ND 58047

RE: **Offer to Purchase**
Parcel ID: OIN 1107
Project Title: Fargo Moorhead Diversion
PID: 64-0000-02786-000

Dear Mr. and Mrs. Sauvageau,

The Cass County Joint Water Resource District (CCJWRD) and other partners are constructing a flood control improvement project in your area. The CCJWRD has hired SRF Consulting Group Inc. to aid in the acquisition of right-of-way for the project. You are receiving this letter as the owner of property that must be acquired for the project. This letter conveys the CCJWRD's offer to purchase all interests in the real property that are necessary for the project. The interests being purchased (the "Parcel") are listed on Exhibit A (Acquisition Summary), and the amount stated in this letter as the purchase amount is for all of those interests. If the Parcel includes interests that another person or entity may own (for example a mortgage lender or easement holder), the CCJWRD's offer is contingent on all parties with interest agreeing to the amount and allocation of the purchase funds.

To determine market value of the interest being acquired, the CCJWRD retained the services of the independent property appraisal firm, Patchin Messner. The appraiser has determined that the market value of the interests being purchased is **\$460,000**. The CCJWRD has used the market value set forth in the appraisal as the basis for determining Just Compensation for the property interests being acquired from you. A copy of the appraisal is attached to this letter and provided to you. If the purchase amount is based on any conditions or exceptions (such as terms of the transfer of possession or retention of any interest); they will be included in Exhibit A. A summary of the appraisal is provided on Exhibit A (Appraisal Summary).

The Cass County Joint Water Resource District hereby offers to pay you \$460,000 as Just Compensation for the property interests it must acquire from you.

Separate from this agreement are relocation benefits provided as a part of the acquisition of your property.

Once we agree on the basic terms of an agreement for you to sell, and the CCJWRD to buy the property interests described in this letter, a Purchase Agreement will be drafted and presented to you for approval. The Purchase Agreement will contain all of the pertinent terms and conditions of this offer, as well as several standard legal, property acquisition terms. The Purchase Agreement will be between you and the CCJWRD.

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 226 | Fargo, ND 58102-4801 | 701.237.0010 Fax: 1.866.440.6364

Equal Employment Opportunity / Affirmative Action Employer

EXHIBIT 1

Gene and Brenda Sauvageau
Offer to Purchase

OIN 1107

We appreciate your willingness to negotiate with the CCJWRD. We request counteroffers or acceptance of this offer within 30 days from the date of this letter. The CCJWRD has flexibility regarding closing, rent and/or leaseback options. We also support 1031-1033 tax exchanges.

If you have any questions about the acquisition process, please contact me at 701-893-7437 or by email at lkilde@srfconsulting.com. We are here to help you understand the process and to assist in negotiating a fair direct purchase of the Parcel, however, we do not represent you. We are willing to meet with you in person as well as set up a time to discuss questions on the phone.

Upon receipt of this letter, please sign below. Your signature indicates only that you have received this Offer to Purchase, and the following documents:

- Copy of the appraisal for Parcel ID OIN 1107 by Patchin Messner.
- Exhibit A (Acquisition Summary)

Your signature DOES NOT indicate your acceptance or rejection of the offered amount. Nor does it affect your right to continue to negotiate with the CCJWRD.

On behalf of the CCJWRD, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,



Lisa Kilde
Associate
Direct # 701-893-7437
lkilde@srfconsulting.com

I acknowledge that on _____, 20 ____, I received this letter and all documents listed above.

Gene Sauvageau

Brenda Sauvageau

*Required Notice: Schedule and Cass County Joint Board Information can be found at:
<https://fmdiversion.gov/lands-schedule/>*

Enclosures: Appraisal Report, Exhibit A

EXHIBIT A

**ACQUISITION SUMMARY
Fargo Moorhead Diversion**

Offer to Purchase

Parcel ID: OIN 1107

Project Title: Fargo Moorhead Diversion

PID: 64-0000-02786-000

Property Address: 5302 112th Avenue South, Stanley Township, Cass County ND

Recorded Fee Owner: Gene and Brenda Sauvageau

Property Legal Description:

SEE ATTACHED APPRAISAL

Description of Property Interests to be Acquired: Fee Simple

Noted and Waived Exceptions, Reservations or Encumbrances: None

*Unless otherwise noted, any offer to purchase is contingent on the following:

1. Demonstration of marketable title,
2. Conveyance of all interests identified, unless waived in writing by the Cass County Joint Water Resource District,
3. Execution of a purchase agreement signed by the Cass County Joint Water Resource

APPRAISAL SUMMARY

Parcel Value	Area Size/ Description	Per Unit	Indicated Value
Land/Site Taking	7.78 Acres	\$12,854	\$ 100,000
Home			\$ 342,500
Outbuildings			\$ 17,500
TOTAL (rounded)			\$ 460,000

Acquisition Timeline in North Dakota

Quick Take Eminent Domain Process

The Cass County Joint Water Resource District (CCJWRD) has the responsibility for acquiring property rights in North Dakota for the FM Area Diversion Project. The Diversion Authority and CCJWRD have established property acquisition philosophies that include the goal of utilizing eminent domain only as a last resort. This means that a priority will be placed on negotiating a mutually agreeable compensation of property rights with the property owners. However, for situations where a fair, mutually agreeable compensation is not possible, the CCJWRD will follow the quick take eminent domain process as specified by NDCC 61-16.1-09(2)(b).

Timeline / Steps

Step	Timeline (min.)
PRE-OFFER STEPS (DESIGN, SURVEY, APPRAISAL)	
A. The final work limits are defined by the design team to show what property rights are required for each project component	Start of acquisition
B. Parcel maps are prepared based on the final work limits. (assume 5 days)	Day 5
C. CCJWRD sends letter and parcel maps to property owner(s) of the impacted OINs, introducing the Land Agent, providing Land Agent and CCJWRD contact information and identifying the timeline for property acquisition.	Day 10
D. Parcel maps are prepared based on the final work limits. Appraisers begin establishing a value of the taking based on the parcel maps. Surveyors conduct a boundary survey and develop a certificate of survey that will be used to complete the appraisal. (assume 60-days)	Day 70
E. Appraisal reviewed and just compensation amount approved by CCJWRD Board.	Day 80
INFORMAL NEGOTIATIONS	
1. Land Agent provides property owner(s) with a copy of appraisal of property rights and the offer of just compensation. (assume 10 days)	Day 90
2. Informal negotiations between Land Agent and property owner(s).	Day 90-150
FORMAL NEGOTIATIONS (if no agreement, no sooner than 60 days, proceed into formal negotiations)	
3. CCJWRD provides property owner(s) with formal offer of just compensation with a copy of appraisal of property rights. Formal Offer shall be sent by Certified Mail with Return Receipt Requested. (assume 30 days for service)	Day 180 (or upon receipt of formal offer)
If no agreement following receipt of the formal offer letter, no sooner than 15 days after receipt of the formal offer, proceed to Step 4.	+ 15 days (Day 195)
4. CCJWRD sends to property owner(s) an invitation to meet with CCJWRD at an upcoming CCJWRD Board Meeting. Invitation shall be sent by Certified Mail with Return Receipt Requested (assume 10 days for service).	Day 205
5. CCJWRD Board meets with property owner(s) within 30 days of receipt of CCJWRD invite letter.	Day 205-235

Step	Timeline (min.)
If no agreement within 30 days of property owner(s) receiving CCJWRD invite letter, proceed to Step 6.	within 30 days
6. CCJWRD sends to property owner(s) a Notice of Intent to Take Possession of the right of way. Notice shall be sent by Certified Mail with Return Receipt Requested. (assume 10 days for service)	Day 245
7. Land Agent prepares an Affidavit for the CCJWRD, which may include notes from the Land Agent’s negotiation journal and dated negotiation process steps they have completed, ensuring that no reference or threat of quick take eminent domain was used during informal or formal negotiations.	Prepare Affidavit during Days 245-275
8. CCJWRD reviews the Land Agent Affidavit. CCJWRD board chairman signs an Affidavit indicating that no reference or threat of quick take eminent domain was used during negotiations. CCJWRD will provide documentation of the CCJWRD Affidavit to the Cass County Commission.	Prepare Affidavit during Days 245-275
If no agreement regarding compensation within 30 days of property owner(s)’ receipt of Notice of Intent to Take Possession, formal negotiations conclude and proceed to Step 9.	within 30 days
9. CCJWRD passes a motion to move forward with the request to Cass County Commission to proceed with quick take eminent domain. Motion should also conditionally approve the deposit of funds with the County Clerk, pending approval by the Cass County Commission to proceed with quick take eminent domain after the public meeting.	CCJWRD Board Meeting on or before Day 276
10. CCJWRD sends a letter/email to Cass County Commission to request the Commission’s approval to take possession of the right of way by utilizing quick take eminent domain. Request from CCJWRD shall include a copy of the CCJWRD Affidavit verifying that no reference or threat of quick take eminent domain was used during negotiations.	Day 277 (following the next regular CCJWRD Board Meeting)
COUNTY COMMISSION INVOLVEMENT – if no agreement prior to this, proceed to next step.	
11. Cass County Commission places the quick take eminent domain topic on its agenda and sends property owner(s) a notice (invite) of an upcoming Cass County Commission Meeting within no less than 30 days. Invite shall be sent by Certified Mail with Return Receipt Requested (assume 7 days for agenda development and 10 days for service).	Day 294
If no agreement prior to county commission public meeting, proceed to step 12.	Assume 45 days
12. Cass County Commission holds public meeting and votes to approve use of quick take eminent domain by CCJWRD to take possession of right of way.	Day 339 (or the next regular County Commission Meeting)
If County Commission approves request to use quick take eminent domain, then proceed to Step 13.	
FORMAL QUICK TAKE FILING	
13. Legal team files pleadings with the clerk of district court, including updated CCJWRD board chair Affidavit that demonstrates the CCWJRD fulfilled the negotiating steps, and deposits the amount of the written offer with the clerk.	Day 340

Cash

From: Roel Ronken <roeleronken@yahoo.com>
Sent: Friday, October 8, 2021 8:04 AM
To: Cash
Subject: Fw: OIN 1107 - Gene and Brenda Sauvageau

----- Forwarded Message -----

From: Lisa Kilde <lkilde@srfconsulting.com>
To: roeleronken@yahoo.com <roeleronken@yahoo.com>
Sent: Wednesday, April 28, 2021, 03:14:24 PM CDT
Subject: RE: OIN 1107 - Gene and Brenda Sauvageau

Roel,

That should work. I will give you a call at that time. Thank you.

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

[SRF Consulting Group](#)

1 North Second Street, Case Plaza Suite 102, Fargo, ND 58102

Direct: 701-893-7437 | lkilde@srfconsulting.com



srfconsulting.com | [Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient.

EXHIBIT 3

From: Roel Ronken <roelronken@yahoo.com>
Sent: Tuesday, April 27, 2021 3:54 PM
To: Lisa Kilde <lilde@srfconsulting.com>
Subject: RE: OIN 1107 - Gene and Brenda Sauvageau

Hi Lisa - would 3pm on Thursday work for you?

Thanks.

[Sent from Yahoo Mail on Android](#)

On Mon, Apr 26, 2021 at 2:41 PM, Lisa Kilde

<lilde@srfconsulting.com> wrote:

Received. Thank you Roel.

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

[SRF Consulting Group](#)

1 North Second Street, Case Plaza Suite 102, Fargo, ND 58102

Direct: 701-893-7437 | lilde@srfconsulting.com



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From: Roel Ronken <roeleronken@yahoo.com>
Sent: Wednesday, April 21, 2021 3:15 PM
To: Lisa Kilde <kilde@srfconsulting.com>
Subject: Re: OIN 1107 - Gene and Brenda Sauvageau

Hi Lisa,

Thank you for your email.

Please find attached the POAs for both Gene and Brenda. I'll send an additional email shortly including both a narrative and calculations of their counter offer.

Thanks.

On Tuesday, April 20, 2021, 12:53:49 PM CDT, Lisa Kilde <kilde@srfconsulting.com> wrote:

Hi Roel,

Any update on a counteroffer that I can present to the Board?

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

[SRF Consulting Group](#)

1 North Second Street, Case Plaza Suite 102, Fargo, ND 58102

Direct: 701-893-7437 | kilde@srfconsulting.com



srfconsulting.com | [Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

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From: Lisa Kilde
Sent: Thursday, April 1, 2021 2:25 PM
To: Roel Ronken <roeleronken@yahoo.com>
Subject: RE: OIN 1107 - Gene and Brenda Sauvageau

Roel,

The board meets the 2nd and 4th Thursday of every month. Currently we are meeting virtually and landowners and their representative's are invited to call in or join the meeting via Microsoft Teams. When we do present the offer to the Board, I can send over the contact information if you wish.

Schedule for the Drain 27 acquisition would be July 2021. We could always do some leaseback provisions if the Sauvageau's need more time, such as a leaseback until Fall 2021.

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

[SRF Consulting Group](#)

1 North Second Street, Case Plaza Suite 226, Fargo, ND 58102

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From: Roel Ronken <roeleronken@yahoo.com>
Sent: Thursday, April 1, 2021 1:30 PM
To: Lisa Kilde <kilde@srfconsulting.com>
Subject: Re: OIN 1107 - Gene and Brenda Sauvageau

Hi Lisa,

Thanks for your email. We've been working on some numbers but are not prepared to be on the April 8th agenda.

A couple questions:

How often does the board meet?

What is the desired closing date for Gene and Brenda's property?

Thank you.

On Wednesday, March 31, 2021, 05:34:32 PM CDT, Lisa Kilde <kilde@srfconsulting.com> wrote:

Roel,

Has the Comparable Market Analysis been completed yet for the Sauvageau home? Our next Board meeting is April 8th and if a counteroffer is ready we can get it on the agenda. Please let me know.

Thank you.

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

SRF Consulting Group

1 North Second Street, Case Plaza Suite 226, Fargo, ND 58102

Direct: 701-893-7437 | lkilde@srfconsulting.com



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From: Roel Ronken <roeleronken@yahoo.com>
Sent: Friday, February 26, 2021 5:07 PM
To: Lisa Kilde <lkilde@srfconsulting.com>
Subject: Re: OIN 1107 - Gene and Brenda Sauvageau

Received. Thank you for your call.

[Sent from Yahoo Mail on Android](#)

On Fri, Feb 26, 2021 at 4:53 PM, Lisa Kilde

<lkilde@srfconsulting.com> wrote:

Roel,

Thank you for taking the time to talk with me today regarding Gene and Brenda Sauvageau's property. Below is the link for the schedule of the project for your review. Please let me know if you have any questions. I look forward to hearing from you once the market analysis is complete.

Once you have the signed Power of Attorney, please forward a copy to me as well. Thank you.

Required Notice: Schedule and Cass County Joint Board Information can be found at: <https://fmdiversion.gov/lands-schedule/>

Lisa Kilde

Associate, Real Estate

[SRF Consulting Group](#)

1 North Second Street, Case Plaza Suite 226, Fargo, ND 58102

Direct: 701-893-7437 | lkilde@srfconsulting.com



srfconsulting.com | [Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#) | [Instagram](#)

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Memorandum for Request for Waiver for
Determination of Benefits for displacees of the Oxbow,
Hickson, Bakke ring levee



To: Dirk D. Draper, CH2MHill, Eric Dodds, P.E., AE2S

From: Scott Stenger, ProSource Technologies, LLC

Overall Project

The Cass County Joint Water Resource District (CCJWRD) has sought and has been given approval to construct the Oxbow, Hickson, Bakke ring levee for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These mitigation efforts are to be constructed to reduce the impact on the community of repeated flooding events. Pursuant to federal rules, the acquisition of these properties will require compliance with the Uniform Acquisition and Relocation Act (URA).

Oxbow/Hickson/Bakke Project Phase

As part of the overall mitigation plan, a ring levy has been designed to protect the Oxbow/Hickson/Bakke neighborhood. This neighborhood is a small community of about 110 homes according to 2010 statistics. This neighborhood is located 15 miles south of the City of Fargo and is currently surrounded by rural residential and agricultural properties. Current design of the ring levy and the relocation of utilities will require the acquisition of 42 improved residential lots containing 44 residential units (40 single family structures and two duplexes). These acquisitions will require the displacement of all residents of the impacted properties.

Availability of Suitable Replacement Housing

Given the small size of the Oxbow/Hickson/Bakke neighborhood, replacement housing is extremely limited. As of July 24th, 2014, the Flex MLS shows that only four properties are active on the market. Three of the properties are single family units and the fourth is a duplex. Inquiries with the area residents and City of Oxbow officials has indicated that the neighborhood experiences few sales over the last five year period. The City of Oxbow has purchased and is developing land to make available for displacees. No construction of housing has stated on any of these lots. Inquires with local builders have indicated that the timeline to construct a replacement house on these lots is about six to eight months.

Based on the current construction schedule for this phase of the project we are anticipating that we will not have a sufficient replacement housing stock to meet the needs of the project schedule. We also do not believe the project can proceed on a timely basis because comparable replacement dwellings are not available in the project area.

According to 42 CFR Sec. 4626, the CCJWRD shall provide additional or alternative assistance under the provision of this subpart. Any decision to provide last resort housing assistance must be adequately justified.

Recommendations

To meet the CCJWRD goals of proclaiming all programmed parcels to be eligible for Housing of Last Resort consideration, it may be requested that the U.S. Army Corp of Engineers waive requirements of 42 USC Sec. 4626 (see below caption) for a case-by-case review for good cause.

42 USC Sec. 4626
TITLE 42 - THE PUBLIC HEALTH AND WELFARE
CHAPTER 61 - UNIFORM RELOCATION ASSISTANCE
AND REAL PROPERTY ACQUISITION POLICIES FOR
FEDERAL AND FEDERALLY ASSISTED PROGRAMS
SUBCHAPTER II - UNIFORM RELOCATION ASSISTANCE

-HEAD-

Sec. 4626. Housing replacement by Federal agency as
last resort

-STATUTE-

(a) If a program or project undertaken
by a Federal agency or with Federal
financial assistance cannot proceed on a
timely basis because comparable replacement
dwellings are not available, and the head
of the displacing agency determines that
such dwellings cannot otherwise be made
available, the head of the displacing

(b) agency may take such action as is
necessary or appropriate to provide such

dwellings by use of funds authorized for such project. The head of the displacing agency may use this section to exceed the maximum amounts which may be paid under sections 4623 and 4624 of this title on a case-by-case basis for good cause as determined in accordance with such regulations as the head of the lead agency shall issue.

ProSource Technologies, LLC, as the real estate service consultant for CCJWRD, does recommend that the CCJWRD request this waiver from the USACE for those current residents of the Oxbow/Hickson/Bakke neighborhood to be displaced by the project and that intend to remain in the local community and construct new homes on those available vacant lots currently being development for residential use by the City of Oxbow.

**CASS COUNTY JOINT WATER RESOURCE DISTRICT
RESOLUTION REGARDING RELOCATION OF
OXBOW, HICKSON, and BAKKE RESIDENTS
8-14-2014**

WHEREAS, the Cass County Joint Water Resource District (the “Joint Board”) is a joint North Dakota water resource district and political subdivision under N.D. Cent. Code Chapter 61-16.1, comprised of the four water resource districts in Cass County, North Dakota.

WHEREAS, the Joint Board possesses those powers enumerated in Title 61 of the North Dakota Century Code, including the power to create, construct, operate, and maintain flood control and protection projects.

WHEREAS, the Red River of the North and its tributaries in North Dakota and Minnesota are prone to frequent flooding, and flooding presents significant risks to the Valley’s agricultural economy, communities, residents, property, and infrastructure in Cass and Clay Counties, including the communities of Oxbow, Hickson, and Bakke..

WHEREAS, the Joint Board is in the process of constructing a flood risk reduction project that will encircle the communities of Oxbow, Hickson, and Bakke within a ring levee (the “Project”).

WHEREAS, the Joint Board is responsible for acquiring the property interest necessary to construct and operate the Project. To construct the Project, it will be necessary to acquire 42 residential lots containing 44 residential units (40 single family structures and two duplexes). These acquisitions will require displacement of all residents of the impacted properties.

WHEREAS, the Joint Board will pay landowners just compensation for the property interests being acquired. In addition to paying landowners just compensation, the Joint Board will comply with the Uniform Relocation Act governing relocation assistance for residents of structures being acquired for a project. The Uniform Relocation act is codified as 42 United States Code Chapter 61 (“URA”). The URA prohibits federal participation in a project where the acquiring agency does not comply with the URA, and where there is not comparable replacement dwellings available to displaced persons before the displacement.

WHEREAS, regulations have been created to clarify the process and procedures for compliance with the URA. The regulations are published as 49 Code of Federal Regulations Part 24. The regulations governing compliance with the URA include a procedure for ensuring the displaced persons have replacement housing, and that they are fairly compensated for the relocation. 49 CFR 24.404 recognizes that the standard procedures found within the regulations will not work for all projects. Whenever a project cannot proceed on a timely basis because displaced persons will not be provided replacement housing in a timely manner under the restrictions of the remaining regulations, additional or alternative relocation assistance must be provided to those displaced persons.

WHEREAS, the additional or alternative relocation assistance authorized by 49 CFR 24.404 is called "Housing of Last Resort." Housing of last resort can be applied on a case by case basis for displaced persons, or it may be applied on a broader scale if the acquiring agency determines the following to be true:

- (i) There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
- (ii) A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
- (iii) The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.

WHEREAS, the Joint Board has retained the services of ProSource Technologies, LLC to act as relocation specialists for the Project. The Joint Board has requested that ProSource provide a report on the availability of comparable replacement housing that would be available to displaced persons within the project area. ProSource has reported there will not be comparable replacement housing that will be available to persons displaced from the communities of Oxbow, Hickson, or Bakke.

WHEREAS, the Joint Board has begun the process of negotiating with landowners for the acquisition of the property rights necessary for the Project, and it is necessary to acquire residential structures before the 2015 construction season for the Project to move forward in a timely manner.

WHEREAS, as part of the ongoing negotiations, a plan has been developed to relocate the displaced persons currently living in the communities of Oxbow, Hickson or Bakke to new houses being built on property within the City of Oxbow.

WHEREAS, the Joint Board has retained the services of CH2MHill as the Project Manager for the Project. The Joint Board has requested a report from the Project Manager that the plan to relocate the displaced persons into newly constructed replacement homes is cost effective.

WHEREAS, the Project Manager has provided assurances to the Joint Board that the process in place for constructing the replacement housing will ensure the replacement housing will be provided to the displaced persons in a manner that is cost effective and will allow the Project to move forward in a timely manner.

NOW THEREFORE, BE IT RESOLVED, that it is necessary for the Joint Board to provide replacement housing for persons being displaced by the Project, but there is a lack of comparable replacement housing for the displaced persons to relocate to within the area of the Project.

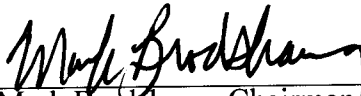
BE IT FURTHER RESOLVED, that it will not be possible to move forward with the Project in a timely manner if the displaced persons are limited to the comparable housing currently available, and likely to be available when acquisitions are necessary to complete the Project.

BE IT FURTHER RESOLVED, that the plan to provide displaced persons with newly constructed replacement housing within the city of Oxbow will allow the Project to move forward in a timely manner.

BE IT FURTHER RESOLVED, that afer considering all elements of the Project, the plan to provide new replacement housing to displaced persons from the communities of Oxbow, Hickson, and Bakke will provide the replacement housing necessary for the Project in a cost effective manner.


(Signatures appear on the following page.)

APPROVED:



Mark Brodshaug, Chairman

ATTEST:



Carol Harbeke Lewis
Secretary-Treasurer

Date Approved: August 14, 2014

F:\Water\CCJT\Basin Project 2009\Right of Way OHB\resolution re housing of last resort 8-14-14.wpderic

REPLACEMENT HOUSING AGREEMENT

THIS AGREEMENT is made this 15th day of May, 2015, by MICHAEL T. BINDAS, whose post office address is 813 Riverbend Road, Oxbow, North Dakota 58047-5013 ("Owner"); 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 (the "District").

RECITALS

A. The District is in the process of constructing a ring levee to protect the communities of Oxbow, Hickson, and Bakke; the parties refer to the ring levee as the Oxbow/Hickson/Bakke Levee (the "Levee Project").

B. The District is authorized to acquire the real property necessary for purposes of constructing, operating, and maintaining the Levee Project.

C. Owner's current home located in the City of Oxbow must be acquired by the District for purposes of the Levee Project.

D. The District and Owner have agreed upon the amount of just compensation for Owner's current home and entered into a Purchase Agreement for the acquisition of Owner's current home by the District.

E. In addition to paying homeowners just compensation, the District is required to provide relocation assistance for residents of structures being acquired for a project under the Uniform Relocation Assistance Act. The Uniform Relocation Assistance Act is codified as 42 United States Code Chapter 61 ("URA") and under Chapter 54-01.1 of the North Dakota Century Code, as amended. Additionally, the District is subject to those regulations created to clarify the process and procedures for compliance with the URA. The pertinent regulations are published as 49 Code of Federal Regulations Part 24. The regulations governing compliance with the URA include a procedure for ensuring displaced persons have replacement housing, and that they are fairly compensated for their relocation. 49 CFR 24.404 recognizes that the standard procedures found within the regulations will not be workable for all projects and in such situations additional or alternative relocation assistance known as "Housing of Last Resort" must be provided to those displaced persons.

F. Owner qualifies as a displaced person under the URA, and the District has found it would be impossible for homeowners such as Owner, and other homeowners similarly situated and currently living in the communities of Oxbow, Hickson, or Bakke to obtain comparable replacement housing within the communities of Oxbow, Hickson, or Bakke. The District has found a Housing of Last Resort situation exists. Therefore, in order to proceed with the Levee Project in a timely and cost effective manner, it is necessary to provide Owner with a comparable newly constructed home within the City of Oxbow.

In consideration of the benefits described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Replacement Home Construction Costs Differential.** The parties agree it is not possible to construct a comparable newly constructed replacement home in the community for a cost that is equal to the value of the Owner's existing house. Therefore, the District agrees to pay Owner an amount equal to the difference between the just compensation being paid to the Owner in accordance with the Purchase Agreement attached hereto as Exhibit "1" and the actual costs to construct a comparable replacement home in the community. Based upon the estimates provided by Owner, and incorporated into the worksheet attached hereto as Exhibit "2," the District agrees to pay the Owner the sum of \$692,439.00, subject to the adjustments set forth in the remainder of this Agreement. This payment will be referred to throughout as the "Comparable Housing Differential."

2. **Change Orders in New Construction.** The parties agree the Comparable Housing Differential described in Paragraph 1 is estimated based on quotes from various contractors. The quotes have been reviewed and approved by the District. It is possible the Owner and the contractors may enter into change orders that modify the house being constructed, and the cost to build the house. All change orders must be submitted for approval by the District. The District or the District's representative will determine if such change is required to construct the house or if it is a betterment. If the change is determined to be required, the Comparable Housing Differential will be adjusted for the change in cost of the house being constructed. If the change is considered a betterment, by the District, Owner will not be compensated for any additional cost resulting from the change order.

3. **Allowances.** The parties agree the estimated Comparable Housing Differential described in Paragraph 1 is estimated based on quotes from various contractors. The quotes have been reviewed and approved by the District. The quotes include allowances for Owner to pick out certain building supplies that will be included in the construction of the house. If the final price of the home is lower than estimated because Owner selects building materials that cost less than the allowances, the Comparable Housing Differential will be reduced to match the actual expense of construction. If the final price of the home is higher than estimated because Owner selects building materials that cost more than the allowances, such increase in cost will be considered a betterment and Owner will not be compensated for any additional cost resulting from exceeding the allowances.

4. **Time of Payment.** The parties agree the Comparable Housing Differential shall be paid to Owner at the time of the closing of the transaction contemplated in the Purchase Agreement between the parties or at such other time as mutually agreed upon by the parties.

5. **Other Relocation Assistance.** The parties agree that the purpose of this Agreement is to compensate Owner for those actual costs in excess of the amount of just compensation paid to Owner for Owner's current home, which are necessary to construct a

comparable replacement home within the City of Oxbow. Owner is eligible for additional relocation assistance under the URA and under Chapter 54-01.1 of the North Dakota Century Code, as amended, including but not limited to certain moving expenses and mortgage interest differential assistance. The parties further agree this Agreement shall not be interpreted as a limitation of Owner's eligibility for such additional relocation assistance.

6. **Forbearance or Waiver.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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.

7. **Assignment.** Neither party will transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

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

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

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

11. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

12. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

13. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

14. **Completion of Project.** The Parties understand Owner would not be relocating absent the Project being constructed. In the unlikely event the Levee Project is not completed, and the Owner's existing house is no longer needed for a flood control project, Owner shall not be responsible for any costs associated with constructing a comparable replacement house. If work is ordered stopped before closing, the Owner shall remain in their existing home and the District shall pay the contractors for any work completed on the replacement house, along with any damages that flow from the stoppage of work.

15. **Warranties.** The parties agree the Owner has selected the lot where their new home will be constructed, and has selected all of the contractors who will be completing the work necessary to construct the new home. The District has no control over the contractors constructing the new home. As such, the parties agree the District owes no warranties to Owner, express or implied, related to the construction of the new house.

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

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

18. **Counterparts.** This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

(The balance of this page is intentionally left blank.)

(Signatures appear on the following pages.)

**CASS COUNTY JOINT WATER
RESOURCE DISTRICT**

By: 
Dan Jacobson, Manager

ATTEST:


Carol Harbeke Lewis
Secretary-Treasurer

Owner:

A handwritten signature in black ink, appearing to read "MTB", written over a horizontal line.

Michael T. Bindas

PURCHASE AGREEMENT

THIS AGREEMENT is made this 15th day of May, 2015, by Michael T. Bindas, whose post office address is 813 Riverbend Road, Oxbow, North Dakota 58047-5013 ("Seller"); 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 (the "District").

RECITALS

A. The District is a member of the METRO FLOOD DIVERSION BOARD OF AUTHORITY, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; the Cass County Joint Water Resource District; and the Buffalo-Red River Watershed District (the "Diversion Authority").

B. The United States Army Corps of Engineers (the "Corps") and the Diversion Authority conducted studies to determine what flood protection could be developed to protect the Oxbow, Hickson, and Bakke area and determined a ring levee would reduce the risk of flooding for many of the parcels located within the City of Oxbow, for the community of Hickson, and for the Bakke Subdivision.

C. The Corps, the Diversion Authority, and the Cities of Fargo and Moorhead entered into a Design Agreement in order to design a ring levee to protect the communities of Oxbow, Hickson, and Bakke; the parties refer to the ring levee as the Oxbow/Hickson/Bakke Levee (the "Levee Project").

D. As a member of the Diversion Authority, the District is authorized to acquire the real property necessary for purposes of constructing, operating, and maintaining the Levee Project.

E. Seller owns certain real property necessary for the Levee Project that the District must acquire; Seller agrees to sell the District the property described below, subject to the terms and conditions contained in this Agreement.

In consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Purchase Property.** Seller agrees to sell, and the District agrees to purchase, upon the terms and conditions contained in this Agreement, the following real property in Cass County, North Dakota:

Lot One Hundred Eleven, of Oxbow Country Club and Estates, situate in the city of Oxbow, County of Cass and the State of North Dakota.

The property described above is the "Purchase Property."

2. **Warranty of Title.** Seller warrants that Seller is the fee simple owner of the Purchase Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase Property, or any portion thereof; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property, or any portion thereof; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property, or any portion thereof. Seller will release, hold harmless, defend, and indemnify the District and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Purchase Property. Seller will not grant, sell, convey, or in any way encumber the Purchase Property prior to the parties' closing.

3. **Fixtures, Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Purchase Property on the date of closing will automatically become the District's property, without the need for any bill of sale or any other written instrument or agreement. Furthermore, the parties specifically agree all carpeting, drapes, window hangings, the range, the refrigerator, all other appliances and fixtures (except the washer, dryer, freezer, and garage fridge _____ which are expressly excluded from this transaction) located in the home or residence, and any outbuildings situated on the Purchase Property are included in this transaction and Seller is conveying ownership of those items to the District. Seller shall not remove any property considered a portion of the real estate (fixtures, materials or improvements), nor salvage any materials from the Purchase Property. Any such improper removal of property may change the value of the structure, and in the event of such removal by Seller, the District shall be entitled to unilaterally determine the value of such property for purposes of adjusting the purchase price and/or calculating a repayment.

Notwithstanding the above provisions of this section, Seller shall remove from the Purchase Property, at Seller's own expense and prior to closing, all vehicles, wood, construction materials, household chemicals, unused paint, debris and other personal property.

4. **Purchase Price.** The purchase price for the Purchase Property is \$664,100.00 (the "Purchase Price"). The District will pay Seller the entire purchase price, less any earnest money paid as provided herein, by check at closing.

Seller specifically acknowledges the purchase price paid by the District under this Agreement and the herein described relocation assistance payments, if any, represent full and final payment to Seller as compensation or damages regarding the Purchase Property; any and all severance damages

or other damages to any residual lands of Seller; any buildings, structures, fixtures, personal property, or other items left on the Purchase Property; or the Project. Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.

5. **Earnest Money.** The District has paid the sum of \$228,000.00 as earnest money to be credited on the Purchase Price, the receipt of which is hereby acknowledged by Seller. The parties expressly agree such earnest money shall be used by Seller exclusively for the purchase of a certain vacant real property located within the City of Oxbow and the payment of the deposit required (if any), under any contract approved by the District, for the construction of replacement housing upon such real property.

6. **Relocation Assistance.** As a direct result of the Project, Seller may qualify as a "displaced person," as that term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, *et seq.*), and under Chapter 54-01.1 of the North Dakota Century Code, as amended. Under State and Federal law, Seller may qualify for relocation assistance payments. However, the parties agree the Purchase Price does not contemplate any relocation assistance payments; rather, if Seller qualifies as a "displaced person," and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments, if any, in a separate written agreement between the parties.

7. **Inspections and Environmental.** Following Seller's execution of this Agreement, the District shall be entitled to conduct inspections of the Purchase Property at its own expense. If the District determines a Phase I environmental site assessment is necessary, then the District may conduct such study prior to closing.

The District is not responsible for pre-existing environmental contamination or liabilities. With respect to any property with past or present commercial or industrial use, or which is adjacent to the Purchase Property, or which is suspected of having underground tanks or hazardous contaminants, Seller shall provide by separate writing information identifying what, if any, underground tanks and/or hazardous materials other than incidental demolition or household wastes have been deposited or stored on the Purchase Property. If Seller fails to provide such separate writing, the District shall have no obligation to acquire the Purchase Property under this Agreement. Seller shall remove any such hazardous materials and any containers at Seller's own expense and provide certification from the appropriate agency that the Purchase Property has been cleared of such contaminants prior to closing.

8. **Closing and Possession.** Closing shall occur 30 days from the date an appropriate certificate of occupancy is issued by the City of Oxbow, for Seller's replacement housing constructed within the City of Oxbow, unless extended for purposes of correcting title or unless otherwise agreed by the parties. At closing, Seller will execute and deliver to the District a Warranty Deed conveying

good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing. Seller will deliver possession of the Purchase Property to the District at closing.

9. **Tenants.** Seller will promptly notify any of Seller's Tenants of this Agreement, of the Levee Project, of the District's rights under this Agreement, and of the potential for disruption of any Tenants' rights regarding the Purchase Property prior to closing. Additionally, Seller will promptly provide the District with any Tenants' contact information. The District will not be liable or otherwise responsible to any of Seller's Tenants for interference with any of Tenants' rights regarding the Purchase Property, with the exception of any relocation benefits Tenants may be eligible for under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601, *et seq.*), and under Chapter 54-01.1 of the North Dakota Century Code, as amended. In the event Tenants are eligible for relocation benefits, Tenants and the District shall agree upon any relocation benefits by a separate written agreement.

10. **Title Examination.** Within 10 days of Seller's execution of this Agreement, Seller will furnish the District with a duly certified Abstract of Title to the Purchase Property, and the District will update Seller's Abstract of Title, at the District's sole cost. If the title to the Purchase Property, or any portion thereof, is unmarketable, Seller will cooperate with the District to clear any title defects and to render title marketable.

11. **Taxes.** With regard to the Purchase Property, Seller agrees to pay all taxes and special assessments or assessments for special improvements due, levied, or assessed for the year 2014, which are due and payable in the year 2015, and all prior years. The parties will prorate all real estate taxes and special assessments or assessments for special improvements as of the date of closing of this transaction.

12. **Closing Costs.** The District will be responsible for the costs of updating abstracts regarding the Purchase Property, title examination fees, preparation of the Warranty Deed, preparation of this Agreement, preparation and expenses of any survey, and all costs related to title examination. Seller will be responsible for the costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

13. **Forbearance or Waiver.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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. **Survival.** The terms of this Agreement will survive the closing on the Purchase Property.

15. **Assignment.** Neither party will transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

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

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

18. **Entire Agreement.** This Agreement, together with the relevant closing documents, relocation assistance documents, as well as the Warranty Deed, and including any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

19. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

20. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

21. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

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

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

***Cass County Joint Water Resource District
Purchase Agreement - Michael Bindas
Oxbow, Hickson, Bakke Ring Levee Project
78-0010-01110-000 - ROW Amps ID#KLJ-769***

Page 6

(Signatures appear on the following pages.)

**Cass County Joint Water Resource District
Purchase Agreement - Michael Bindas
Oxbow, Hickson, Bakke Ring Levee Project
78-0010-01110-000 - ROW Amps ID#KLJ-769**

Page 7

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

By:


Dan Jacobson, Manager

ATTEST:



Carol Harbeke Lewis
Secretary-Treasurer

***Cass County Joint Water Resource District
Purchase Agreement - Michael Bindas
Oxbow, Hickson, Bakke Ring Levee Project
78-0010-01110-000 - ROW Amps ID#KLJ-769***

Seller:



Michael T. Bindas

COMPENSATION SUMMARY

Bindas
813 Riverbend Rd
Oxbow, ND 58047

Offer of Just Compensation (Total Purchase Agreement Amount) - Based on Appraisal		\$ 664,100.00
Replacement Home Cost		\$ 958,710.00
House to Home - Generally includes: Window Coverings, Interior Paint, Landscaping		\$ 137,300.00
Project Required Costs Generally includes: Driveway Setback, Flood Proof Basement, Buried Propane Tank, Building Permits, Utility Connections, and winter construction costs (if any)		\$ 34,580.00
Total Replacement Home Cost W/O Lot		\$ 1,130,590
Total Replacement Housing Payment		\$ 466,490.00
Replacement Lot Cost		\$ 163,000.00
Total Replacement Housing Agreement Payment		\$ 629,490.00
Contingency 10%		\$ 62,949.00
Total RHA with Contingency		\$ 692,439.00

Prepared By: <i>TUR</i>	Date: <i>5-11-15</i>
Reviewed By: <i>ECN</i>	Date: <i>5-11-15</i>

Name: <i>Carol Harbecke Lewis</i>	Date: <i>5-14-15</i>
Signature: <i>Carol Harbecke Lewis</i>	



February 11, 2021

SRF No. 13783.0290

Gene and Brenda Sauvageau
5302 112th Ave South
Stanley Township, ND 58047

In reply refer to: FM Diversion Levee Project
Parcel No. OIN 1107
Address: 5302 112th Ave South

Dear Gene and Brenda,

This is a NOTICE OF RELOCATION ELIGIBILITY. You will be entitled to relocation payments and other assistance in accordance with Federal regulations which implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Relocation Act). You are now eligible for relocation assistance.

To assist in covering your costs of moving, you may choose either (1) a payment for your actual reasonable moving and related expenses, limited to a distance of 50 miles, or (2) a fixed payment based on the number of rooms you furnish and occupy.

Also, if you owned and occupied your home for at least 180 days and you buy a decent, safe and sanitary replacement house, you may receive a replacement housing payment to assist in covering the following costs:

1. Differential Amount. If you must pay more to buy a comparable replacement home than you receive for your present home, this amount will cover the difference within certain limits.
2. Incidental Expenses. This amount covers some costs incidental to settlement on your new home, such as recording fees, the title insurance premium, and appraisal fees.
3. Increased Mortgage Interest Costs. This amount will help compensate for some additional interest costs that would be incurred if you have a mortgage on your home and must pay a higher interest rate on a mortgage on your replacement home.

Listed below are properties similar to yours which are currently available for purchase. We have chosen the listed property at 4241 54th Avenue South, Fargo, ND to use as your "comparable" home in determining your replacement housing benefits as described above.

EXHIBIT 7

	Address	Asking Price
1.	4241 54 th Avenue South, Fargo	\$435,000
2.	5084 Woodhaven Drive South, Fargo	\$435,000
3.	5878 Autumn Drive South, Fargo	\$425,000

The “comparable” home listed above has an asking price of \$435,000. Based on the adjusted acquisition price (\$380,685) for your present home and the \$435,000 comparable dwelling price, you are eligible for a replacement housing differential payment up to \$54,315. This is the maximum differential payment which you may receive. If your actual replacement home costs less than \$435,000, the differential payment would be based on your actual replacement home purchase price.

We will explain the basis for the selection of this listing and, if necessary, we will provide you with additional referrals. We will not base your payment on any unit that is not a “comparable replacement home”.

You have been provided with a booklet that describes the relocation benefit program. Please read the booklet carefully. It explains your rights and some things you must do to obtain a payment. (For example, to receive a replacement housing payment you must purchase and move to a decent, safe and sanitary home within one year after you move or receive your final acquisition payment, if later).

We want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, counseling and other services are available to you.

If you have any questions, please call us. We can be reached by calling 701-893-7437. We are sure that we can answer your questions.

This letter is of importance to you and should be carefully filed for safekeeping.

Sincerely,

SRF CONSULTING GROUP, INC.



Lisa Kilde
Associate

PRICE DIFFERENTIAL PAYMENT

ANALYSIS OF COMPARABLE PROPERTIES

Project: FM Area Diversion

County: Cass

OIN: 1107

Owner: Sauvageau

Address: 5302 112th Avenue South

City: Stanley Township

	Subject	Most Comparable	Referral-Comparable Properties	
		\$435,000	\$435,000	\$425,000
Acquired Value	\$460,000			
Adjusted Sales Price	\$380,685*			
Address	5302 112 th Avenue S.	4241 54 th Avenue S.	5084 Woodhaven Drive	5878 Autumn Drive S
City	Stanley Township	Fargo	Fargo	Fargo
Date of Inspection	September 22, 2020			
Style	One Story	One Story	One Story	One Story
Construction	Wood	Wood	Wood	Wood
Actual Age/Eff. Age	1972/2004-renovated	2015	2011	2014
Condition EGF	Good	Good	Good	Good
No. of Units	Single Family	Single Family	Single Family	Single Family
No. of Rooms	7	9	7	10
No. of Bedrooms	4	5	5	5
Bedrooms Required	4	4	4	4
No. of Baths	1 Full Bath 2-3/4 Bath	2 Full Baths 1-3/4 Bath	2 Full Baths 1-3/4 Bath	2 Full Baths 1-3/4 Bath
Total Area (Sq. Ft.)	3,340 TFSF 1,740 FSF-AG	3,113 TFSF 1,568 FSF-AG	3,104 TFSF 1,552 FSF-AG	3,068 TFSF 1,568 FSF-AG
Basement	1,600 FSF-BG	1,330 FSF-BG 215-UFSF	1,552 FSF-BG	1,500 FSF-BG
Bsmt – types of Fin. Rms.	Family Room	Family Room, 2 BR	Family Room, 2BR	Family Room, 2 BR
Heat/Cooling	In floor/EFA/CA	GFA/CA	GFA/CA	GFA/ CA
Fireplaces	unknown	2	1	1
Garage	3 Car Attached heated	3 Car Attached	3 Car Attached heated	3 Car Attached
Lot Size	7.78 acres	.28 acres	.29 acres	.22 acres
Neighborhood E/B	Rural Residential	Residential	Residential	Residential
Schools				
Public Transportation				
Church				
Place of Employment				
Water 1. Type 2. Adequate	Rural Yes	City Yes	City Yes	City Yes
Sewer 1. Type 2. Adequate	Septic Yes	City Yes	City Yes	City Yes
Other Comments	Deck/Patio, Detached garage, shop & granary *See attached Carve-out addendum	Patio, Wet Bar	Deck, Wet Bar	Porch, Wet Bar

Comparable Comments & Conclusions:

SRF Consulting Group, Inc. Recommends that the #1 Comparable listed above meets the definition of a comparable replacement property as defined in 49CFR Section 24.2(6). In order for this property owner to purchase a comparable property as defined in 49CFR, the maximum Replacement Housing Differential Payment (RHDP) would be 54,315.

\$ 435,000
List Price of Prime Comparable

R/W Agent: Tammy Guderian
Date: 02/11/2021

\$435,000 minus \$380,685 = \$54,315
Comparable Adjusted Acquisition Cost Maximum RHDP

CARVE OUT ADDENDUM

DATE: February 11, 2021
TO: Gene and Brenda Sauvageau
FROM: Cass County Joint Water Resource District
SUBJECT: Carve-Out Procedure in Calculating the Replacement Housing Payment

In our search for a property that is comparable to the displacement property, we were unable to find an exact replica. Most properties that we encountered had less land than the displacement dwelling. In such situations, the 'carve out' provision of the Uniform Relocation Act (49 CFR 24.403) (a) (7) is invoked:

If the displacement dwelling was part of a property that contained another dwelling unit and/or space used for nonresidential purposes, and/or is located on a lot larger than typical for residential purposes, only that portion of the acquisition payment which is actually attributable to the displacement dwelling shall be considered the acquisition cost when computing the replacement housing payment.

In this case, we have appraised the value of the displacement dwelling (i.e., the entire 7.78-acre property and two outbuildings) as \$460,000. The comparable property that we identified is listed at \$435,000. However, that comparable property is located on a smaller site (.28 acres) and does not have any outbuildings. The difference between the size of the displacement dwelling and the comparable selected is 7.5 acres (i.e., 7.78 acres – .28 acres).

The appraiser has valued the displacement dwelling's underlying land at \$8,242 per acre. Multiplying this value by the difference in the acreage between the displacement dwelling and the comparable we chose (i.e., \$8,242/acre X 7.5 acres), yields \$61,815. This is the value of the displacement dwelling's excess land. The appraiser has valued the displacement outbuildings contributory value at \$17,500.

Subtracting the value of the 7.5 acres of excess land (\$61,815) and the value of the outbuildings (\$17,500) from the displacement dwelling's overall value (\$460,000) yields \$380,685. This is the 'carve out' value of the displacement dwelling. I.e., this is the value of the house and .28 acres of land. By isolating this value, we are able to make a fair comparison to the comparable we identified.

Again, the comparable we identified is listed at \$435,000, while the value of the 'carve out' is \$380,685. As you can see below, this means you are entitled to a Differential Payment of \$54,315.

The calculation for the property is as follows:

1) Comparable price	\$435,000
2) Adjusted valuation acquisition price of \$460,000 less carve out of \$79,315 (for land & Outbuildings) Equals "Adjusted" offer price	\$380,685
3) Maximum differential payment (#1 minus #2)	\$ 54,315

You may receive a maximum of:

Acquisition Amount	\$460,000
Differential payment	\$ 54,315

The Differential Payment must be actually spent to be received. Please realize that in addition to this differential component, CCJWRD may still consider and reimburse for incidental expenses incurred in purchasing a new home, as well as an interest differential, if applicable. Of course, moving expenses will also be paid.

We hope that this helps to explain the guidelines in the Uniform Relocation Act to which we have to adhere.

4241 54 Avenue S, Fargo, ND 58104

21-88 Residential Active \$435,000

Provided as a courtesy of
Kenneth Helvey - DR
 SRF Consulting Group, Inc
 1 Carlson Pkwy, Ste 150
 Plymouth, MN 55311
 Office - (612) 803-5053
khelvey@srfconsulting.com



Sub Type:	Single Family Residence	Auction:	No	Geo Lat:	46.799874
Geo Lon:	-96.851756	Subdivision:	The Pines at the District	Map Zone:	Zone 2
Map Area:	B10 - South Fargo	County:	Cass	Builder Name:	Designer Homes
Year Built:	2015	Lot Size Dimensions:	95x130	Lot Acres:	0.28
Lot Size SqFt:	12,350	Gen Tax:	5,598.77	Specials Inst:	3,347.94
Specials Unpd:	41,820.40	Drain:	90.79	Sheyenne Inst:	
Sheyenne Unpd:		Pend+Proposed Spec:	0	School District:	
High School:	Fargo Davies	Square Ft. Source:	Blue Prints	Above Grade Finished Area:	1,568
Below Grade Finished Area:	1,330	Above Grade Unfinished Area:	0	Below Grade Unfinished Area:	215
Total SqFt.:	3,113	Style:	1 Story	Master Bedroom Main Flr:	Yes
Total Bedrooms:	5	Max Bdrms - Same Flr:	3	Total Bathrooms:	3
Total Full Baths:	2	Total 3/4 Baths:	1	Total Half Baths:	0
Laundry Location:	Main	Garage Stalls:	3	Garage Type:	Attached
Waterfront:	No	Water Frontage Length:		Lake:	None
Digitally Altered Photos Used:	No	Exclusions:	curtains, basement + master bdrm electric FP's, garage fridge, patio firepit.		

Public Remarks: Beautiful 2015-built Rambler on large 0.28 acre lot backing to green space with no backyard neighbors! Enjoy 5 bedrooms, 3 bathrooms, & 3100+ sqft of living space. Entertain with ease in the open concept kitchen + main living space- complete w/ cozy gas fireplace, kitchen island/breakfast bar, granite countertops, surround sound, 9' ceilings & dining area with patio doors leading out to 16'x16' stamped concrete patio. 3 spacious bedrooms (including master suite w tile shower and large walk-in closet), mudroom/laundry finish off the main floor! Basement boasts an oversized family room with wet bar + fridge, 2 add'l bedrooms, a full bath, and storage utility space. Also features a 3 stall garage, insulated, with floor drain, & roughed in for heater. Schedule your showing today!


Directions:

<p>Miscellaneous: Seller Disclosure; New Construction: No Master Bedroom/Bath: Private Bath; Double Sinks; Walk-in Closet Bedrooms Per Level: Bedrooms - Main: 3; Bedrooms - Upper: 0; Bedrooms - Lower: 0; Bedrooms - Basement: 2 Garage: # Stalls Attached: 3; # Door Openers: 2; Finished; Floor Drain Exterior: Metal Siding; Stone Roof: Architectural Shingle</p>	<p>Foundation: Poured Lot Feat/Fld Plain: Park Interior Amenities: Wet Bar; Kitchen Island; Other, See Remarks Inclusions: Floor Covering; Garage Opener; Wdw Coverings-Some; Dishwasher; Disposal; Electric Range; Microwave; Refrigerator; Dryer; Washer Exterior Amenities: Patio; Sprinkler System Other Amenities: Ceiling/Paddle Fans</p>	<p>Other Rooms: Foyer; Storage; Utility Room; Family Room Fireplace: Gas Heat System: GFA -gas forced air Air Conditioning: Central Water Heater: Gas Utilities: City Water; City Sewer</p>
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Room Name	Level	Length	Width	Remarks	Room Features	Room Name	Level	Length	Width	Remarks	Room Features
Living Room	Main				Recessed Lighting, Wired for Sound, Fireplace, Open Floorplan	Laundry Room	Main			Mudroom w/ built-in storage	
Kitchen	Main				Breakfast Bar, Granite Counters, Kitchen Island, Open Floorplan	Patio/Deck	Main			16x16' stamped concrete patio	
Dining Room	Main			Patio doors out to backyard		Family Room	Basement				Recessed Lighting, Wet Bar, Wired for Sound
Bedroom	Main			Master Bedroom	Ceiling Fan(s), Recessed Lighting, Walk-In Closet(s)	Bedroom	Basement			Bedroom 4	
Bathroom	Main			3/4 master bath; double sinks, tile shower		Bedroom	Basement			Bedroom 5	
Bedroom	Main			Bedroom 2		Bathroom	Basement			Full bath	
Bedroom	Main			Bedroom 3		Utility Room	Basement			Storage/Utilities	
Bathroom	Main			Full bath							

List Price: 435,000

Information is deemed to be reliable, but is not guaranteed. © 2021 [MLS](#) and [FBS](#). Prepared by Kenneth Helvey - DR on Tuesday, January 26, 2021 3:07 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

5084 WOODHAVEN Drive S, Fargo, ND 58104		21-215 Residential Active \$435,000																																																																																																					
Provided as a courtesy of Kenneth Helvey - DR SRF Consulting Group, Inc 1 Carlson Pkwy, Ste 150 Plymouth, MN 55311 Office - (612) 803-5053 khelvey@srfconsulting.com																																																																																																							
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Patio/Deck	Main			Maintenance-free deck in spacious yard																																																																																																			
Bedroom	Main			Tucked away master suite w/walk-in closet																																																																																																			
Bathroom	Main			Private master bath w/double sinks & oversized tub																																																																																																			
Laundry	Main			Nice-sized laundry/mudroom space																																																																																																			
Bedroom	Main			Additional bedroom on main																																																																																																			
Room Name	Level	Length	Width	Remarks	Room Features																																																																																																		
Bathroom	Main			Full bath on main																																																																																																			
Bedroom	Main			Additional bedroom on main																																																																																																			
Family Room	Basement			Gas fireplace w/stone surround & large wet bar																																																																																																			
Bedroom	Basement			Additional bedroom down																																																																																																			
Bathroom	Basement			3/4 bath w/glass shower door																																																																																																			
Bedroom	Basement			Additional bedroom down																																																																																																			
Utility Room	Basement			Storage & mechanicals																																																																																																			
List Price:		435,000																																																																																																					

5878 AUTUMN Drive S, Fargo, ND 58104 21-219 Residential Active **\$425,000**

Provided as a courtesy of
Kenneth Helvey - DR
 SRF Consulting Group, Inc
 1 Carlson Pkwy, Ste 150
 Plymouth, MN 55311
 Office - (612) 803-5053
khelvey@srfconsulting.com



Sub Type: Single Family Residence	Auction: No	Geo Lat: 46.795810
Geo Lon: -96.833449	Subdivision: Maple Valley	Map Zone: Zone 2
Map Area: B7 - South Fargo	County: Cass	Builder Name:

Year Built: 2014	Lot Size Dimensions: 140x70	Lot Acres: 0.23
Lot Size SqFt: 9,800	Gen Tax: 4,243.34	Specials Inst: 2,206.89
Specials Unpd: 23,429.90	Drain: 278.80	Sheyenne Inst:
Sheyenne Unpd:	Pend+Proposed Spec: 3,152.62	School District:
High School: Fargo Davies	Square Ft. Source: Owner	Above Grade Finished Area: 1,568
Below Grade Finished Area: 1,500	Above Grade Unfinished Area: 0	Below Grade Unfinished Area: 0
Total SqFt.: 3,068	Style: 1 Story	Master Bedroom Main Flr: Yes
Total Bedrooms: 5	Max Bdrms - Same Flr: 3	Total Bathrooms: 3
Total Full Baths: 2	Total 3/4 Baths: 1	Total Half Baths: 0
Laundry Location: Main	Garage Stalls: 3	Garage Type: Attached
Waterfront: No	Water Frontage Length:	Lake: None
Digitally Altered Photos Used:	Exclusions:	

Public Remarks: Plenty of space and lovely design throughout this family ready home! This 5 bedroom, 3 bathroom home has ample room for family and guests alike. The family area is bright and open, and the kitchen features light cabinets, a beautiful backsplash, and a sliding door to step right into the backyard. Entertain guests in the basement area featuring a gas fireplace and wet bar. Basement also has two bedrooms and plenty of extra storage or flex space. With so many design details and functional spaces, this home is a must see!

Directions:

<p>Miscellaneous: Seller Disclosure; New Construction; No</p> <p>Master Bedroom/Bath: Private Bath; Walk-in Closet</p> <p>Bedrooms Per Level: Bedrooms - Main: 3; Bedrooms - Upper: 0; Bedrooms - Lower: 0; Bedrooms - Basement: 2</p> <p>Garage: # Stalls Attached: 3; # Door Openers: 2; Finished</p> <p>Exterior: Vinyl Siding; Stone</p> <p>Roof: Shingle</p>	<p>Foundation: Poured</p> <p>Lot Feat/Fld Plain: Lake/Pond</p> <p>Interior Amenities: Pantry; Kitchen Island; Laminate Floors</p> <p>Inclusions: Floor Covering; Garage Opener; Wdw Coverings-Some; Dishwasher; Disposal; Gas Range; Microwave; Refrigerator; Dryer; Washer</p> <p>Exterior Amenities: Patio</p> <p>Other Amenities: Ceiling/Paddle Fans</p>	<p>Other Rooms: Storage; Utility Room; Family Room</p> <p>Fireplace: Gas</p> <p>Heat System: GFA -gas forced air</p> <p>Air Conditioning: Central</p> <p>Water Heater: Electric</p> <p>Utilities: City Water; City Sewer</p>
---	--	--

Room Name	Level	Length	Width	Remarks	Room Features	Room Name	Level	Length	Width	Remarks	Room Features
Other	Main			Mudroom		Bathroom	Main			Full Bathroom	
Living Room	Main					Family Room	Basement			Gas Fireplace, Wet Bar	
Dining Room	Main			Sliding Door to Backyard		Laundry Room	Main				
Kitchen	Main			Tile backsplash		Bedroom	Basement				
Bedroom	Main			Master Bedroom, walk in closet		Bedroom	Basement				
Bedroom	Main					Bathroom	Basement			3/4 bathroom	
Bedroom	Main					Other	Basement			Bonus storage room	
Bedroom	Main					Other	Basement			Bonus room	
Bathroom	Main			3/4 Master bathroom, tiled shower							

List Price: 425,000

**DIVERSION AUTHORITY
Land Management Committee
City Commission Room
Fargo City Hall
Thursday, July 9, 2015
2:00 p.m.**

Committee Members Present: Fargo Mayor Tim Mahoney, Oxbow Mayor Jim Nyhof, Cass County Commission Representative Darrell Vanyo, Cass County Joint Water Resource District Representative Rodger Olson, Clay County Administrator Brian Berg, Fargo Director of Engineering Mark Bittner, Moorhead City Engineer Bob Zimmerman, Fargo City Engineer April Walker, Fargo City Commission Representative Dave Piepkorn.

Others Present: Bruce Spiller - CH2M Hill, Tanaya Reitz and Dustin Dale - AE2S, US Army Corps Project Manager Terry Williams, Lyndon Pease - Moore Engineering, Sean Frederick - Ohnstad Twichell P.C., Cass County Commissioners Ken Pawluk and Chad Peterson.

Agenda Review

The following items were added to the agenda: Update on Oxbow, NDSU Ag Risk Study Update and Rights of Entry Status Report.

Chair Mahoney said Dave Piepkorn has a keen interest in the activities of this committee and joins the Land Management Committee representing the Fargo City Commission replacing Pat Zavoral.

Approve June 11, 2015 Minutes

Brian Berg moved the minutes from the June 11, 2015 meeting be approved. Darrell Vanyo seconded the motion. All the members voted aye and the motion was declared carried.

Update on Oxbow

Jim Nyhof said he would like to update the Committee on property tax assessments in Oxbow. He shared a list of home sales since 2012, stating the median sales price of the homes on the list are at 82% of the assessed value. In 2012, he said, all assessments were reduced by 20% by the State Board of Equalization. They were later increased by the County in 2014 by 6%, he said, and by the City in 2015 by 5%. Other than the home that sold in 2012, he said, all of those home sales happened after the MOU between Oxbow and the Diversion Authority. He said he has had meetings with County Commissioners since 2010 about the property tax assessments and how to get them back in line to where they should be. Given the limited market and lack of home sales, he said, there is really no market value. He explained that there was no plan for Oxbow initially and he worked closely with then Fargo Mayor Walaker, who supported asking the State of North Dakota for help. Whether Oxbow had been completely bought out or the ring dike worked out, he said, the federal formula had to be followed.

Ken Pawluk said the project has placed the citizens in Oxbow and the entire staging area in limbo. The Cass County Commission objected to the reduction in assessments by the



State, he said, and while there has been talk of returning to 100% of assessed value this year, the current situation does not warrant changing the position.

In response to a question from Tim Mahoney about the discrepancy between the assessed and actual value of property in Oxbow, Cass County Commissioner Chad Peterson said none of the property has been properly assessed for a number of years. He said the agreement in place replaces a house being demolished with a similar, like-size house, which is where the bigger ticket numbers are coming in. He said a blessed construction climate exists now where all the builders, plumbers, etc. are swelling with work; however, the ramifications of that are that it costs more to build. To replace a house costs what it costs, he said, regardless of its assessed value and the reality is that it is likely no one at this table could rebuild their existing home at its assessed value in today's market.

Dave Piepkorn said he intends to have the Fargo City Commission look at each of the house buyouts one by one because Fargo tax funds are being used for the buyouts.

Ken Pawluk said the same federal process used in the past will be used for homes, businesses and farmsteads located in the staging area. He said the provision of Last Resort Housing is a factor in Oxbow and those displaced by the project should not be asked to dig into their own pocket for equivalent replacement property. The rules and the agreement with the US Army Corps of Engineers are being followed, he said, and if one is in support of the project, they generally can accept that the process is fair.

In response to a question from Jim Nyhof about the impact a negative vote from the Fargo City Commission on an appraisal could have on an appraisal, Darrell Vanyo said he appreciates Dave Piepkorn's concerns with regard to Fargo dollars and has no problem with Fargo reviewing situations; however, it is best to go through the channels provided. He said Fargo has three Commissioners sitting on the nine member Diversion Authority Board. The Diversion Authority Board cannot exist if either Clay County, Cass County, Moorhead or Fargo begin to pick and choose what they do not like or how money is being spent, he said. The entities are given an opportunity to approve budgets, he said, and have votes on the Diversion Authority Board. The Diversion Authority cannot be trumped by a City Commission, he said, or it becomes whatever the Fargo City Commission, Moorhead Council or others want to do. He said Cass County could take exception to their dollars going to Fargo Downtown levees, or Moorhead may take exception to something else, etc. Federal guidelines are being followed, he said, and if there were a vote at a Commission meeting by three of Fargo's five Commissioners against a particular amount of money here, the existence of the Diversion Authority Board could be questioned. He said either you are for the diversion or against it.

Tim Mahoney said when the Diversion Authority was set up, the intent was for it to be a group working together to accomplish the project and to give those at the table a voice and opportunity to work together.

Jim Nyhof said the MOU with the City of Oxbow is a rock solid contract. He said it sent the message to the City of Oxbow that they would be treated fairly and that is what earned the cooperation of Oxbow and he hopes that continues.

FM AREA DIVERSION PROJECT

Property Owner Information Packet for Cass County Commission

October 18th, 2021

PROPERTY OWNER: Gene & Brenda Sauvageau

LAND AGENT: Lisa Kilde with SRF

OIN: 1107



FM AREA
DIVERSION
PROJECT

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Written Correspondence Timeline – Gene & Brenda Sauvageau

OIN 1107	Sent	Received
Offer to Purchase	02/01/2021	02/02/2021
Formal Negotiations and Written Offer of Just Compensation	04/14/2021	04/17/2021
Request for Meeting	05/04/2021	05/10/2021
Notice of Intent to Take Possession of Right-of-Way	06/14/2021	06/15/2021
Request for Approval to Take Possession of Necessary Right-of-Way and Temporary Easement	08/05/2021	08/05/2021
Invitation to Attend Public Meeting	09/08/2021	09/09/2021
Commission Meeting Date	10/18/2021	

CASS COUNTY COMMISSION
CHECKLIST — COMPLIANCE WITH N.D. CENT. CODE § 61-16.1-09(2)
FARGO-MOORHEAD AREA DIVERSION PROJECT

A. Subject Property Information:

1. Landowner: Gene and Brenda Sauvageau
2. Land Agent: Lisa Kilde
3. Parcel No.: 64-0000-02786-000
4. OIN No.: 1107

B. Verification:

1. NDCC § 61-16.1-09(2)(b)(1)(a) requires the Cass County Joint Water Resource District (“CCJWRD”) to conduct 60 days of informal negotiations.
 - Did CCJWRD verify at least 60 days of informal negotiations with Landowner:

2. NDCC § 61-16.1-09(2)(b)(1)(b)[1] requires CCJWRD to send the landowner an appraisal and written offer for just compensation by certified mail or commercial delivery requiring a signed receipt or other evidence of constructive notice.
 - Did CCJWRD verify it sent Landowner an appraisal and written offer for just compensation: _____
 - Did CCJWRD verify service of the appraisal and offer by certified mail or commercial delivery, and that Landowner either signed for them or had constructive notice: _____
3. NDCC § 61-16.1-09(2)(b)(1)(b)[2] requires CCJWRD to send Landowner a written request for a meeting by certified mail or commercial delivery requiring a signed receipt [if the parties have not come to an agreement within 15 days of Landowner’s receipt of notice of CCJWRD’s offer].
 - Did CCJWRD verify it sent Landowner a written request for a meeting by certified mail or commercial delivery, and that Landowner either signed for the notice or had constructive notice: _____

4. NDCC § 61-16.1-09(2)(b)(1)(b)[3] requires CCJWRD to send Landowner a written notice of intent to take possession of the right of way easement by certified mail or commercial delivery requiring a signed receipt [if the parties have not come to an agreement within 30 days of Landowner's receipt or notice of CCJWRD's invitation to a meeting].
 - Did CCJWRD verify it sent a written notice of intent to take possession of right away by certified mail or commercial delivery, and that Landowner either signed for the notice or had constructive notice: _____
5. NDCC § 61-16.1-09(2)(b)(2) requires all written communications to Landowner to include contact information for responding to CCJWRD and a description of the required negotiation timeline.
 - Did CCJWRD verify that all written communications to Landowner included contact information for responding to CCJWRD and a description of the required negotiation timeline: _____
6. NDCC § 61-16.1-09(2)(b)(3) prohibits a district from including or utilizing any reference to quick take eminent domain during negotiations.
 - Did CCJWRD verify it did not include or utilize any reference to quick take eminent domain during negotiations: _____

If the Commission answers in the affirmative to the above questions,

RECOMMENDED MOTION:

- I move to authorize the Cass County Joint Water Resource District to utilize quick take eminent domain under Section 61-16.1-09(2) of the North Dakota Century Code to take an easement for a right of way regarding OIN 1107.

FM Area Diversion Project Acquisition Summary

October 18, 2021

OIN	1107
Property Owner	Gene J. & Brenda J. Sauvageau
Mailing Address	5302 112 th Ave S
Property Location	Drain 27
Property Type	Residential
Land Agent	Lisa Kilde – SRF
Landowner Representative	Cash Aaland

Property Need

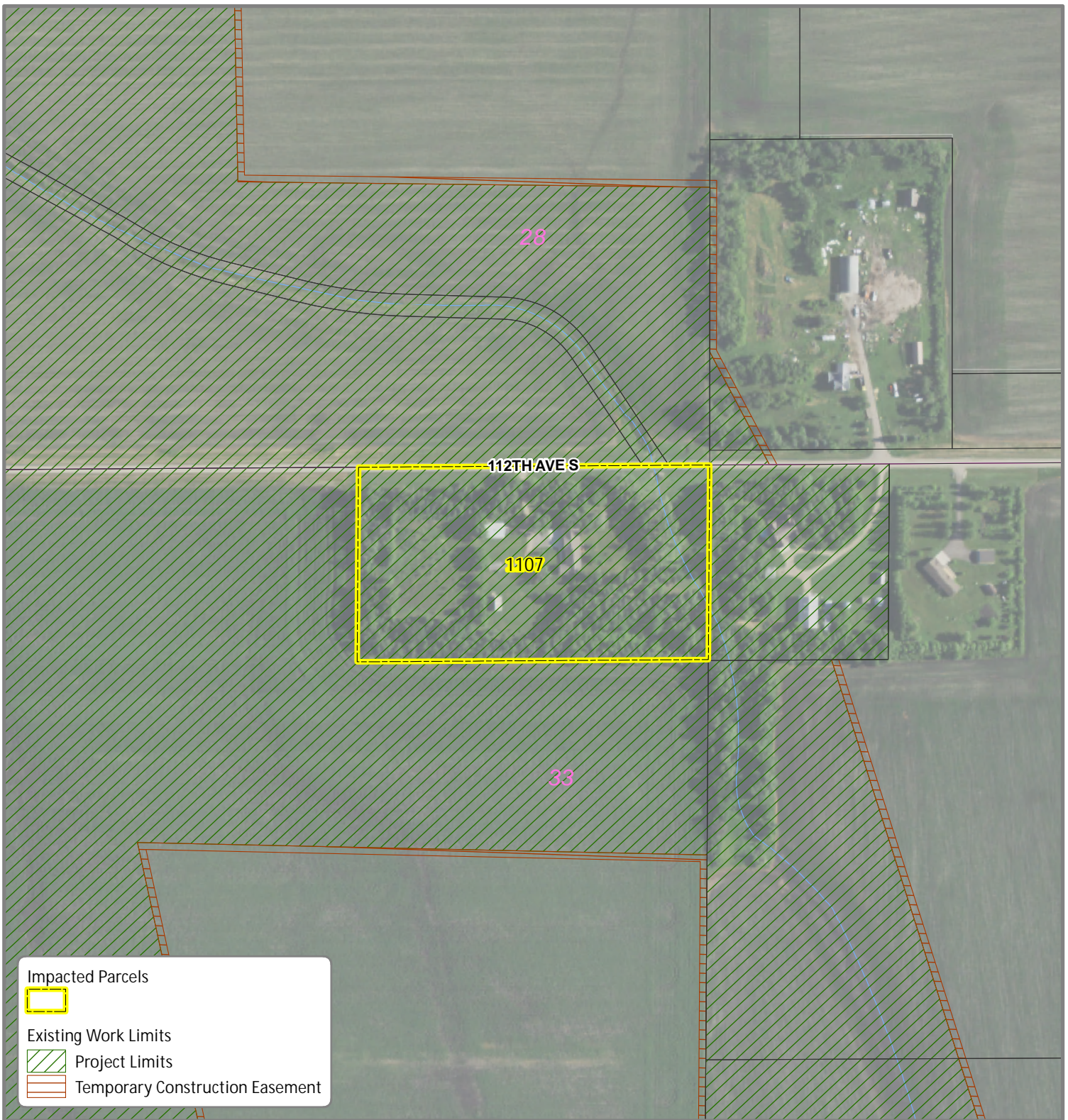
The parcel is within the Drain 27 Southern Embankment area associated with the Project. The Diversion Authority is required to obtain the entire parcel for the Drain 27 Southern Embankment.

Valuation and Negotiation Summary:

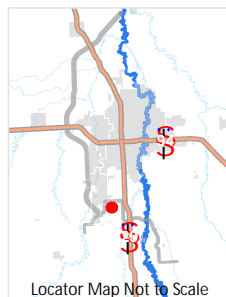
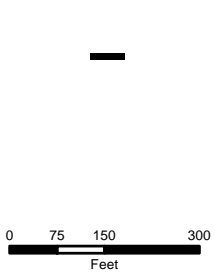
Appraisal Value / Date	\$460,000 – 7.78 Acres and House and Outbuildings
Maximum RHDP	\$54,315

Miscellaneous Provisions

No counteroffer to date. Landowner is obtaining their own appraisal. See Exhibit A of Affidavit for contact notes.



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Produced by: hrecords AE2S, LLC |
 C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Individual Property Maps - General Inquiry\IndividualLayout8x10v105.mxd



OIN: 1107
GENE J & BRENDA J SAUVAGEAU
Parcel ID: 64-0000-02786-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 2/19/2021





February 1, 2021

SRF No. 13783.00

Gene and Brenda Sauvageau
5302 112th Ave S
Horace, ND 58047

RE: **Offer to Purchase**
Parcel ID: OIN 1107
Project Title: Fargo Moorhead Diversion
PID: 64-0000-02786-000

Dear Mr. and Mrs. Sauvageau,

The Cass County Joint Water Resource District (CCJWRD) and other partners are constructing a flood control improvement project in your area. The CCJWRD has hired SRF Consulting Group Inc. to aid in the acquisition of right-of-way for the project. You are receiving this letter as the owner of property that must be acquired for the project. This letter conveys the CCJWRD's offer to purchase all interests in the real property that are necessary for the project. The interests being purchased (the "Parcel") are listed on Exhibit A (Acquisition Summary), and the amount stated in this letter as the purchase amount is for all of those interests. If the Parcel includes interests that another person or entity may own (for example a mortgage lender or easement holder), the CCJWRD's offer is contingent on all parties with interest agreeing to the amount and allocation of the purchase funds.

To determine market value of the interest being acquired, the CCJWRD retained the services of the independent property appraisal firm, Patchin Messner. The appraiser has determined that the market value of the interests being purchased is **\$460,000**. The CCJWRD has used the market value set forth in the appraisal as the basis for determining Just Compensation for the property interests being acquired from you. A copy of the appraisal is attached to this letter and provided to you. If the purchase amount is based on any conditions or exceptions (such as terms of the transfer of possession or retention of any interest); they will be included in Exhibit A. A summary of the appraisal is provided on Exhibit A (Appraisal Summary).

The Cass County Joint Water Resource District hereby offers to pay you \$460,000 as Just Compensation for the property interests it must acquire from you.

Separate from this agreement are relocation benefits provided as a part of the acquisition of your property.

Once we agree on the basic terms of an agreement for you to sell, and the CCJWRD to buy the property interests described in this letter, a Purchase Agreement will be drafted and presented to you for approval. The Purchase Agreement will contain all of the pertinent terms and conditions of this offer, as well as several standard legal, property acquisition terms. The Purchase Agreement will be between you and the CCJWRD.

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 226 | Fargo, ND 58102-4801 | 701.237.0010 Fax: 1.866.440.6364

Equal Employment Opportunity / Affirmative Action Employer

We appreciate your willingness to negotiate with the CCJWRD. We request counteroffers or acceptance of this offer within 30 days from the date of this letter. The CCJWRD has flexibility regarding closing, rent and/or leaseback options. We also support 1031-1033 tax exchanges.

If you have any questions about the acquisition process, please contact me at 701-893-7437 or by email at lkilde@srfconsulting.com. We are here to help you understand the process and to assist in negotiating a fair direct purchase of the Parcel, however, we do not represent you. We are willing to meet with you in person as well as set up a time to discuss questions on the phone.

Upon receipt of this letter, please sign below. Your signature indicates only that you have received this Offer to Purchase, and the following documents:

- Copy of the appraisal for Parcel ID OIN 1107 by Patchin Messner.
- Exhibit A (Acquisition Summary)

Your signature DOES NOT indicate your acceptance or rejection of the offered amount. Nor does it affect your right to continue to negotiate with the CCJWRD.

On behalf of the CCJWRD, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,



Lisa Kilde
Associate
Direct # 701-893-7437
lkilde@srfconsulting.com

I acknowledge that on _____, 20 ____, I received this letter and all documents listed above.

Gene Sauvageau

Brenda Sauvageau

*Required Notice: Schedule and Cass County Joint Board Information can be found at:
<https://fmdiversion.gov/lands-schedule/>*

Enclosures: Appraisal Report, Exhibit A

E:\Projects\7715-18\RW_Parcels\1107 - Gene and Brenda Sauvageau\OIN 1107 Sauvageau Informal Offer Letter v2.docx

EXHIBIT A

**ACQUISITION SUMMARY
Fargo Moorhead Diversion**

Offer to Purchase

Parcel ID: OIN 1107

Project Title: Fargo Moorhead Diversion

PID: 64-0000-02786-000

Property Address: 5302 112th Avenue South, Stanley Township, Cass County ND

Recorded Fee Owner: Gene and Brenda Sauvageau

Property Legal Description:

SEE ATTACHED APPRAISAL

Description of Property Interests to be Acquired: Fee Simple

Noted and Waived Exceptions, Reservations or Encumbrances: None

*Unless otherwise noted, any offer to purchase is contingent on the following:

1. Demonstration of marketable title,
2. Conveyance of all interests identified, unless waived in writing by the Cass County Joint Water Resource District,
3. Execution of a purchase agreement signed by the Cass County Joint Water Resource

APPRAISAL SUMMARY

Parcel Value	Area Size/ Description	Per Unit	Indicated Value
Land/Site Taking	7.78 Acres	\$12,854	\$ 100,000
Home			\$ 342,500
Outbuildings			\$ 17,500
		TOTAL (rounded)	\$ 460,000

[Track Another Package +](#)

1107
Savageau

Tracking Number: 9505511429311032032163

[Remove X](#)

Your item was delivered in or at the mailbox at 4:04 pm on February 2, 2021 in HORACE, ND 58047.

USPS Tracking Plus™ Available [v](#)

Feedback

Delivered

February 2, 2021 at 4:04 pm
Delivered, In/At Mailbox
HORACE, ND 58047

Get Updates [v](#)

Text & Email Updates [v](#)

Tracking History [v](#)

USPS Tracking Plus™ [v](#)

Product Information [v](#)

[See Less ^](#)



CERTIFIED MAIL – RETURN RECEIPT REQUESTED

April 14, 2021

Cass County
Joint Water
Resource
District

Gene and Brenda Sauvageau
5302 112th Avenue South
Horace, ND 58047
Certified No. 7020 1290 0001 0393 6184

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

Greetings:

RE: Cass County Joint Water Resource District
Fargo-Moorhead Area Diversion Project
Formal Negotiations and Written Offer of Just Compensation
OIN: 1107
Parcel No.: 64-0000-02786-000

The Cass County Joint Water Resource District (the "District") is in the process of acquiring property interests necessary for the Fargo-Moorhead Area Diversion Project (the "Project"), and the District has been in discussions with you regarding right of way the District must acquire from you to accommodate the Project. The District directed me to provide you this letter as the District's formal offer to purchase a right of way easement from you. More specifically, to accommodate the Project, the District must acquire a right of way easement from you over property located in Cass County and identified as Parcel Identification Number 64-0000-02786-000. The legal description of the property to be acquired is:

OIN 1107

Right of Way Easement:

Auditor's Lot 1, situated in the Northwest Quarter (NW¹/₄) of Section 33, Township 138, Range 49, Cass County, North Dakota.

Enclosed is an appraisal regarding the value of the right of way easement the District must acquire from you, as determined by a licensed North Dakota appraiser. As you can see from the appraisal, the appraiser indicated the value of the right of way easement the District must acquire from you is \$460,000.00. The District approved the appraisal and this letter is the District's offer to you in the amount of \$460,000.00 as just compensation to purchase the right of way easement from you for the Project. If you are willing to accept the District's offer, please sign the enclosed *Purchase Agreement* and return it to the District in the enclosed self-addressed, stamped envelope.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

Gene and Brenda Sauvageau
April 14, 2021
Page 2

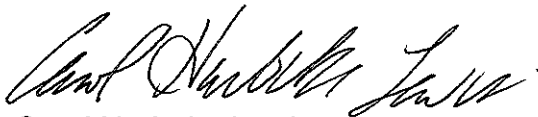
You are encouraged to maintain contact with the land agent assigned to your property. **Lisa Kilde** of SRF Consulting Group, Inc. can be reached at **(701) 893-7437** or **lkilde@srfconsulting.com**. Lisa is your point of contact for getting answers to any questions you have about the Project and acquisition of the right of way easement from you for the Project.

For your information, North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement. If you do not accept the District's offer of just compensation and do not return a signed Purchase Agreement within fifteen (15) days, the District will send you a written request to discuss the Project and required right of way easement to be acquired at an upcoming Cass County Joint Water Resource District meeting. Ultimately, the District must conclude all negotiations and complete all acquisitions by Fall 2021.

We look forward to reaching a mutually acceptable agreement to resolve this matter. Thank you for your consideration.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
Lewisc@casscountynd.gov

Enclosures

cc: Lisa Kilde, Land Agent
Eric Dodds, Program Manager, AE2S
Chris McShane, Ohnstad Twichell, P.C.
Chad Peterson, Cass County Commission Chair
Robert Wilson, Cass County Administrator
Birch Burdick, Cass County State's Attorney
Joel Paulsen, Executive Director, Diversion Authority

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GENE AND BRENDA SAUVAGEAU
 5302 112TH AVENUE SOUTH
 HORACE ND 58047



9590 9402 6380 0303 3972 75

2. Article Number (Transfer from service label)

7020 1290 0001 0393 6184

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *B. Sauvageau*

- Agent
- Addressee

B. Received by (Printed Name)

RW RR#1 CA

C. Date of Delivery

4-17-21

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



CERTIFIED MAIL – RETURN RECEIPT REQUESTED

May 4, 2021

**Cass County
Joint Water
Resource
District**

Gene and Brenda Sauvageau
5302 112th Avenue South
Horace, ND 58047
Certified No. 7020 1290 0001 0393 6009

Greetings:

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

RE: Cass County Joint Water Resource District
Fargo-Moorhead Area Diversion Project
Request for Meeting
OIN: 1107
Parcel No.: 64-0000-02786-000

As you know, the Cass County Joint Water Resource District (the "District") is in the process of developing the Fargo-Moorhead Area Diversion Project (the "Project"). The District previously provided you a letter dated April 14, 2021; a copy of the District's appraisal for the right of way easement; and a Purchase Agreement as the District's offer of just compensation to purchase the right of way easement from you. The District's letter specifically described the right of way easement the District must acquire from you for the Project. We have not received a signed Purchase Agreement from you, and we have not otherwise arrived at mutually acceptable terms regarding the District's purchase of the right of way easement from you to accommodate the Project.

The District would like to discuss the District's offer to purchase the right of way easement from you at an upcoming meeting. The District requests your participation either at its meeting on May 13, 2021, or at its meeting on May 27, 2021; both meetings begin at 8:00 a.m. These will be virtual meetings so you can participate by Microsoft Teams or by telephone. The District is required by law to offer a physical location where the District will have a speakerphone or computer available for members of the public to view or participate in the meeting; with that in mind, if you prefer to utilize the District's speakerphone or computer to participate, you can do so at the District's office at 1201 Main Avenue West in West Fargo.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

The District hopes you will attend one of the above-mentioned meetings either via Microsoft Teams or telephone, or in the physical location provided by the District to discuss the Project and the right of way easement the District must acquire from you to accommodate the Project. If you would like to attend either meeting by Microsoft Teams or telephone, please contact me or Melissa Maertens at (701) 298-2381 at least 24 hours in advance of the meeting so the necessary arrangements can be made and the call-in information provided to you.

Gene and Brenda Sauvageau
OIN 1107
May 4, 2021
Page 2

Please continue to maintain contact and negotiate with the land agent assigned to your property. **Lisa Kilde** of SRF Consulting Group, Inc. is your point of contact for getting answers to any questions you have about the Project. Lisa can be reached at **(701) 893-7437** or **lkilde@srfconsulting.com**.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement. The District must conclude all negotiations and complete the acquisition of right of way necessary for construction of Project components on your property by Fall of 2021.

The District hopes you will attend one of the upcoming District meetings to discuss the Project and the required right of way. The District looks forward to meeting with you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

cc: Lisa Kilde, Land Agent
Eric Dodds, Program Manager, AE2S
Chris McShane, Ohnstad Twichell, P.C.
Chad Peterson, Chair, Cass County Commission
Robert Wilson, Cass County Administrator
Birch Burdick, Cass County State's Attorney
Joel Paulsen, Executive Director, Diversion Authority

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 GENE AND BRENDA SAUVAGEAU
 5302 112TH AVENUE SOUTH
 HORACE ND 58047



9590 9402 6141 0209 1909 97

2. Article Number (Transfer from service label)

7020 1290 0001 0393 6009

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Gene Sauvageau* Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Gene Sauvageau 5-10-21

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	



CERTIFIED MAIL – RETURN RECEIPT REQUESTED

**Cass County
Joint Water
Resource
District**

June 14, 2021

Gene and Brenda Sauvageau
5302 112th Avenue SE
Horace, ND 58047
Certified No. 7020 1290 0001 0393 6504

Dan Jacobson
Chairman
West Fargo, North Dakota

Greetings:

Rodger Olson
Manager
Leonard, North Dakota

RE: Cass County Joint Water Resource District
Fargo-Moorhead Area Diversion Project
NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF WAY
OIN: 1107
Parcel No. 64-0000-02786-000

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

As you know, the Cass County Joint Water Resource District (the "District") is in the process of developing the Fargo-Moorhead Area Diversion Project (the "Project"). On behalf of the District, I previously provided you a letter dated April 14, 2021, a copy of the District's appraisal for your right of way easement, and a Purchase Agreement as the District's offer of just compensation to purchase a right of way easement from you. In addition, I also provided you a letter dated May 4, 2021, to invite you to meet with the District for purposes of discussing the acquisition of a right of way easement in and to your property. The parties have conducted the informal and formal negotiation procedures required by law but, unfortunately, the parties have not yet reached a mutually-acceptable agreement regarding compensation for the District's purchase of the right of way easement from you to accommodate the Project.

This letter is the District's NOTICE OF INTENT TO TAKE POSSESSION OF RIGHT OF WAY. If we do not have an agreement, the District will be requesting approval from the Cass County Commission to take possession of a right of way easement in and to your property. Cass County will provide you with at least 30 days' notice of a public meeting, and will invite you to the meeting to discuss the District's request.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

This NOTICE does not preclude the parties from continuing negotiations. The District still hopes the parties can arrive at a mutually-acceptable agreement.

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
casscountynд.gov

Gene and Brenda Sauvageau
OIN 1107
June 14, 2021
Page 2

You are encouraged to maintain contact with the land agent assigned to your property. **Lisa Kilde** of **SRF Consulting Group, Inc.** can be reached at **(701) 893-7437** or **lkilde@srfconsulting.com**. Lisa is your point of contact for getting answers to any questions you have about the Project and acquisition of the right of way easement from you for the Project.

North Dakota law requires the District to provide you with a description of the District's negotiation timeline regarding your right of way easement. Ultimately, the District must conclude all negotiations and complete all acquisitions by Fall 2021.


Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynd.gov

cc: Lisa Kilde, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Chad Peterson, Chair, Cass County Commission
Robert Wilson, Cass County Administrator
Birch Burdick, Cass County State's Attorney
Eric Dodds, Program Manager, AE2S
Joel Paulsen, Executive Director, Diversion Authority

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent</p> <p>X <i>Brenda J. Sauvageau</i> <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p>GENE AND BRENDA SAUVAGEAU 5302 117TH AVENUE SE NORACE ND 58047</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Brenda J. Sauvageau</i> <i>06-15-21</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>
<div style="text-align: center;">  9590 9402 6380 0303 3970 08 </div>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2 Article Number (Transfer from service label)</p> <p>7020 1290 0001 0393 6504</p>	<p style="text-align: right;">Domestic Return Receipt</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053



SENT VIA EMAIL wilsonro@casscountynd.gov

Cass County
Joint Water
Resource
District

August 5, 2021

Dan Jacobson
Chairman
West Fargo, North Dakota

Robert Wilson
Cass County Administrator
Cass County Commission
211 9th Street S
Fargo, ND 58103

Rodger Olson
Manager
Leonard, North Dakota

Greetings:

Ken Lougheed
Manager
Gardner, North Dakota

RE: Cass County Joint Water Resource District
Fargo-Moorhead Area Diversion Project
Request for Approval to Take Possession of Necessary Right of Way
Easement
OIN: 1107
Parcel No.: 64-0000-02786-000

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

As you know, the Cass County Joint Water Resource District (the "District") is in the process of acquiring the right of way necessary for the Fargo Moorhead Diversion Area Project ("Project"). I previously copied you on the following three letters whereby the District sought to negotiate the acquisition of the right of way from Gene Sauvageau and Brenda Sauvageau (the "Landowner"):

- Letter dated April 14, 2021, enclosing the District's appraisal for the acquisition of the right of way easement from the Landowner and a proposed Purchase Agreement;
- Letter dated May 4, 2021, inviting the Landowner to meet with the District for purposes of negotiating compensation for the right of way easement to be acquired; and
- Letter dated June 14, 2021, notifying the Landowner the District planned to submit a request to the Cass County Commission seeking immediate possession of the right of way easement necessary for the Project.

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrđ@casscountynd.gov
casscountynd.gov

The District has conducted months of negotiations with the Landowner to arrive at a mutually acceptable agreement for the District's purchase. More specifically, the District engaged in both informal and formal negotiations with the Landowner, as required under N.D. Cent. Code § 61-16.1-09(2)(b), in an effort to reach agreement regarding fair compensation to the Landowner for the acquisition of the necessary right of way in, on, over, across, and through certain property owned by the Landowner in Cass County, North Dakota. The legal description of the necessary right of way easement is as follows:

Right of Way Easement:

Auditor's Lot 1, situated in the Northwest Quarter (NW¼) of Section 33, Township 138, Range 49, Cass County, North Dakota.

As you may recall, in 2017, the North Dakota Legislature modified the process for water resource districts to acquire immediate possession of right of way necessary for water projects; the new process is set forth in Section 61-16.1-09(2)(b). The District has followed all of the necessary steps under the statute, but the parties have not reached a mutually acceptable agreement. Under the new acquisition process enumerated in Section 61-16.1-09(2)(b)(3), the District must next seek the County Commission's approval to proceed further, and to ultimately utilize quick take eminent domain to take possession of the right of way above to commence the Project.

More specifically, Section 61-16.1-09(2)(b)(3) requires the County Commission to hold a public meeting and to provide the Landowner no less than thirty days' notice of the meeting. The District will also attend the meeting, along with a representative of the land firm which was the Landowner's main point of contact throughout the negotiation process. Prior to the public meeting, the land firm representative and the District will verify neither the District nor any of its agents referenced or threatened quick take eminent domain during the informal and formal negotiation process.

While the District takes all landowners' rights very seriously, the District also has an obligation, as a member of the Metro Flood Diversion Authority, to acquire the right of way necessary for the Project, and construction of the Project will not be possible without acquiring the right of way easement identified above. As the District will explain and verify for the Commission in more detail through this process, the District provided the Landowner with the District's appraisal as the starting point for negotiations, then attempted to negotiate further with the Landowner over the course of several months. This step is not one the District takes lightly; quick take eminent domain is a serious undertaking, and the District has negotiated in good-faith with the Landowner to avoid this process. Despite the District's efforts to be fair, friendly, and flexible in both the informal and formal negotiations with the Landowner, unfortunately, the parties have not reached a mutually acceptable agreement for the acquisition of the right of way easement.

Robert Wilson
August 5, 2021
Page 3

The District respectfully requests that the Cass County Commission proceed with the public meeting process under Section 61-16.1-09(2)(b)(3) regarding the Landowner and the right of way easement identified in this letter. Further, the District respectfully requests that the Cass County Commission ultimately approve the District's use of quick take eminent domain to take possession of the right of way identified above so the Project may proceed. For your information, while the County conducts the process under Section 61-16.1-09(2)(b)(3), the District still hopes the parties can arrive at a mutually-acceptable agreement.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT



Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078
(701) 298-2381
lewisc@casscountynynd.gov

cc: Lisa Kilde, Land Agent
Chris McShane, Ohnstad Twichell, P.C.
Birch Burdick, Cass County State's Attorney
Joel Paulsen, Executive Director, Diversion Authority
Eric Dodds, AE2S Program Manager
Sharon Oliver, Ohnstad Twichell, P.C.
Taylor Albrecht, Administrative Assistant, Cass County Commission



September 8, 2021

VIA UPS – DELIVERY CONFIRMATION

**Board of County
Commissioners**

Gene Sauvageau
Brenda Sauvageau
5302 112th Avenue South
Horace, ND 58047

Chad M. Peterson
Fargo, North Dakota

Rick Steen
Fargo, North Dakota

Jim Kapitan
Fargo, North Dakota

Duane Breitling
West Fargo, North Dakota

Mary Scherling
Stanley Township, North Dakota

Re: Cass County Commission
Fargo-Moorhead Area Diversion Project
Invitation to Attend Public Meeting
OIN: 1107
Parcel No. 64-0000-02786-000
UPS Tracking No.: 1Z271T7J4300029812

Greetings:

As you know, the METRO FLOOD DIVERSION AUTHORITY (the "Authority") is proceeding with the Fargo Moorhead Area Diversion Project ("Project"); the Cass County Commission (the "Commission") is a member of the Authority. The Cass County Joint Water Resource District (the "District") is also a member of the Authority, and the Authority previously directed the District to obtain the North Dakota right of way easement necessary to accommodate the Project. You have been in negotiations with the District and its agents regarding the right of way easement the District must acquire from you for the Project. The District copied the Commission on the following letters the District sent to you regarding the District's negotiations with you:

- Letter dated April 14, 2021, enclosing the District's appraisal for the acquisition of the right of way easement from you, along with a proposed Purchase Agreement;
- Letter dated May 4, 2021, inviting you to meet with the District for purposes of negotiating compensation for the right of way easement to be acquired; and
- Letter dated June 14, 2021, notifying you the District planned to submit a request to the Commission seeking immediate possession of the right of way easement necessary for the Project.

The District informed the Commission that you and the District have not reached a mutually acceptable agreement, and have not signed a purchase agreement, regarding the right of way easement the District must purchase from you to accommodate the Project.

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58108
701-241-5609
www.casscountynd.gov

Gene Sauvageau
Brenda Sauvageau
OIN 1107
September 8, 2021
Page 2

The District informed the Commission that you and the District have not reached a mutually acceptable agreement, and have not signed a purchase agreement, regarding the right of way easement the District must purchase from you to accommodate the Project. With that in mind, the District recently requested approval from the Commission to utilize quick take eminent domain to take possession of the right of way easement the District must acquire from you. The legal description of the necessary right of way easement is as follows:

Right of Way Easement:

Auditor's Lot 1, situated in the Northwest Quarter (NW¼) of Section 33, Township 138, Range 49, Cass County, North Dakota.

The Commission invites you to attend the Commission's meeting on October 18, 2021 at 3:30 p.m. The District will also participate in the meeting, along with a representative of the land firm which was your primary point of contact throughout the negotiation process. At the meeting, the Commission will ask the District to verify the District's compliance with Section 61-16.1-09(2) of the North Dakota Century Code. The Commission will ultimately vote on whether to approve the District's use of quick take eminent domain to take a right of way easement over your property.

If you wish to participate in the Commission's October 18, 2021 public meeting via conference call or Microsoft Teams, please contact Taylor Albrecht at (701) 241-5609 or albrecht@casscountynd.gov as soon as possible so Ms. Albrecht can assist you with the necessary arrangements.

This Notice does not preclude you from continuing to work with the District regarding the right of way easement necessary for the Project. In fact, the Commission and the District encourage you to maintain contact with **Lisa Kilde** and to continue discussions about the Project. **Lisa Kilde** of **SRF Consulting Group, Inc.** is your point of contact regarding the Project. You can reach **Lisa Kilde** at **(701) 893-7437** or lkilde@srfconsulting.com.

Finally, North Dakota law requires the Commission to provide you with a description of the District's timeline regarding your right of way easement. The District must complete the acquisition of right of way necessary for construction of Project components on your property by Fall of 2021.

Gene Sauvageau
Brenda Sauvageau
OIN 1107
September 8, 2021
Page 3

Sincerely,

CASS COUNTY COMMISSION



Robert Wilson, Cass County Administrator
Cass County Commission
211 Ninth Street South
Fargo, ND 58103
(701) 241-5609

cc: Lisa Kilde, Land Agent
Birch Burdick, Cass County State's Attorney
Joel Paulsen, Executive Director, Diversion Authority
Chris McShane, Ohnstad Twichell, P.C.
Eric Dodds, AE2S Program Manager
Sharon Oliver, Ohnstad Twichell, P.C.
Taylor Albrecht, Administrative Assistant, Cass County Commission

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1Z271T7J4300029812

Weight

1.00 LBS

Service

UPS Ground

Shipped / Billed On

09/08/2021

Delivered On

09/09/2021 9:42 A.M.

Delivered To

5302 112TH AVE S
HORACE, ND, 58047, US

Received By

DRIVER RELEASE

Left At

Front Door

Reference Number(s)

271T7J339HQ

Thank you for giving us this opportunity to serve you. Details are only available for shipments delivered within the last 120 days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 09/10/2021 10:04 A.M. EST

AFFIDAVIT OF LAND AGENT

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

[¶1] I, Lisa Kilde, do hereby state on oath:

[¶2] I am employed by SRF Consulting Group, Inc. as a Land Agent. The Cass County Joint Water Resource District (“the District”) hired SRF Consulting Group, Inc. to negotiate and acquire the necessary right of way for the Fargo-Moorhead Area Diversion Project (the “Project”).

[¶3] The District must acquire certain interests in real property from Gene Sauvageau and Brenda Sauvageau (“Landowner”) for construction, operation, and maintenance of the Project.

[¶4] Landowner’s real property where the District must acquire a Right of Way Easement for the Project located in Cass County, North Dakota, is more fully described as follows:

Right of Way Easement
OIN 1107

Auditor’s Lot 1, situated in the Northwest Quarter (NW¼) of Section 33, Township 138, Range 49, Cass County, North Dakota.

The property described above is the “Necessary Property.”

[¶5] Affiant is familiar with the records maintained by SRF Consulting Group, Inc. with respect to the Necessary Property and has reviewed all such records prior to executing this affidavit.

[¶6] SRF Consulting Group, Inc. has attempted to negotiate with Landowner to acquire the Necessary Property. Attached as **Exhibit A** is a log of all contacts SRF Consulting Group, Inc. has had with Landowner.

[¶7] The District has instructed SRF Consulting Group, Inc. to refrain from referencing, mentioning, or threatening quick take eminent domain during negotiations since August 1, 2017.

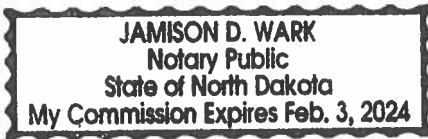
[¶8] I verify to the best of my knowledge, as a Land Agent of SRF Consulting Group, Inc., nobody from SRF Consulting Group, Inc. has referenced, mentioned, or threatened quick take eminent domain to Landowner during negotiations since August 1, 2017.

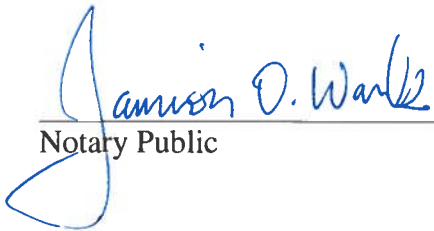
Dated this 6 day of October, 2021.



Lisa Kilde
SRF Consulting Group, Inc.

Subscribed to and sworn to before me this 6 day of October, 2021.





Notary Public

(SEAL)

EXHIBIT A

OIN 1107 Gene and Brenda Sauvageau Contacts (Represented by Cash Aaland)

Date	Contact Notes
10/1/2019	Telephone call with Gene regarding Right of Entry.
10/1/2019	Email with Gene regarding Right of Entry.
10/9/2019	Email with Gene regarding Right of Entry.
10/25/2019	Telephone call with Gene regarding questions on Right of Entry.
10/25/2019	Meeting with Gene regarding Right of Entry and process of acquisition.
9/22/2020	Meeting with Gene and Brenda Sauvageau regarding the appraisal of their home and go over the relocation benefits available to them.
10/13/2020	Telephone call with Gene regarding questions on relocation. Gene was also wondering about the status of the appraisal.
10/14/2020	Telephone call with Gene regarding appraisal deadline and relocation questions.
2/16/2021	Telephone call with Gene Sauvageau, left message.
2/22/2021	Telephone call with Gene Sauvageau, left message.
2/22/2021	Telephone call with Gene Sauvageau. Discussed that Gene was overwhelmed by everything and wanted me to discuss everything with his Power-of-Attorney, Roel Ronkin.
2/26/2021	Telephone call with Roel Ronken regarding process of acquisition and relocation assistance. Roel states he is working with Gene is putting together a counteroffer for the Board to review. We discussed appraisal and landowner's appraisal.
2/26/2021	Emails with Roel Ronken regarding schedule of project and contact information.
4/1/2021	Email with Roel Ronken regarding Comparable Market Analysis and counteroffer.
4/21/2021	Email with Roel Ronken regarding Power-of-Attorney.
4/23/2021	Email with Roel Ronken regarding narrative and calculations of counteroffer.
4/27/2021	Email with Roel Ronken regarding meeting to discuss counteroffer.
4/29/2021	Telephone call with Gene Sauvageau regarding offer package. Gene stated he hasn't opened yet and would call when he had a chance to review.
5/9/2021	Email with Roel Ronken regarding meeting to discuss counteroffer.
5/17/2021	Email with Roel Ronken regarding CCJWRD Board meeting.
5/20/2021	Telephone call with Roel Ronken and Gene Sauvageau. Discussed the offer and comparable property that Roel and Gene have been looking at. Also, discussed that they were going to be getting a tree survey completed to value the trees.
5/20/2021	Email with Roel Ronken regarding Teams meeting with Gene and Roel. Email regarding reimbursement of landowner appraisals.
6/3/2021	Email with Roel Ronken regarding Tree appraisal.
6/21/2021	Email with Roel Ronken regarding counteroffer and appraisal status.
8/6/2021	Telephone call with Roel Ronken, left message.
8/25/2021	Email with Roel regarding an update on the appraisal.
8/31/2021	Email with Roel regarding a conference call with Gene and Roel regarding update.
9/1/2021	Email with Roel regarding conference call.
9/3/2021	Telephone call with Roel and Gene regarding an update on a counteroffer. They had an appraiser go out to the property and do an appraisal, however, the appraisal report was incomplete and missing numbers. They would not share the appraised value. They are having trouble finding a landowner appraiser and will try to get another appraisal completed.
9/10/2021	Email with Roel regarding list of landowner appraisers.

AFFIDAVIT OF DAN JACOBSON FOR CASS COUNTY COMMISSION

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

[¶1] I, Dan Jacobson, do hereby state on oath:

[¶2] I serve as Chair of the Cass County Joint Water Resource District (“the District”).

[¶3] As a member of the Metro Flood Diversion Authority, the District is responsible for acquiring the right of way in North Dakota necessary to accommodate the Fargo-Moorhead Area Diversion Project (the “Project”).

[¶4] The District has concluded acquisition of a Right of Way Easement in and to real property owned by Gene Sauvageau and Brenda Sauvageau (“Landowner”) is necessary for the Project.

[¶5] State and federal funds have been made available for the Project.

[¶6] The real property owned by Landowner where a Right of Way Easement must be acquired by the District for the Project is located in Cass County, North Dakota, more fully described as follows:

Right of Way Easement

OIN 1107

Auditor’s Lot 1, situated in the Northwest Quarter (NW¼) of Section 33, Township 138, Range 49, Cass County, North Dakota.

The property described above is the “Necessary Property.”

[¶7] The District has fulfilled the required negotiation steps in accordance with subsection 2 of section 61-16.1-09 of the North Dakota Century Code.

[¶8] The District sent a written offer of just compensation to Landowner by certified mail, along with an appraisal and purchase agreement, on April 14, 2021. A copy of the offer (without the appraisal that was included) is attached as **Exhibit 1**.

[¶9] On May 4, 2021, the District sent Landowner a written request for a meeting, by certified mail; the District and Landowner have not reached an agreement regarding compensation, and more than fifteen days have passed since Landowner's receipt of the offer. A copy of the written request for a meeting with Landowner is attached as **Exhibit 2**.

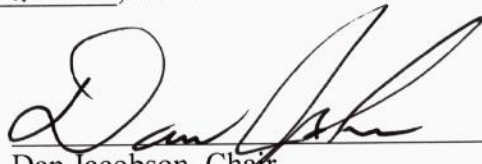
[¶10] The District and Landowner have not reached an agreement regarding compensation, and more than thirty days have passed since Landowner's receipt of the request for a meeting.

[¶11] On June 14, 2021, the District sent Landowner a written notice of intent to take possession of the Right of Way Easement by certified mail. A copy of the notice of intent is attached as **Exhibit 3**.

[¶12] The District has retained land agents who are in direct contact with Landowner. The District instructed our land agents not to reference, mention, or threaten quick take eminent domain during negotiations. The land agents have verified they have not referenced, mentioned, or threatened quick take eminent domain during the course of negotiations with Landowner since August 1, 2017.

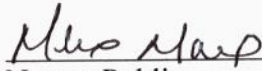
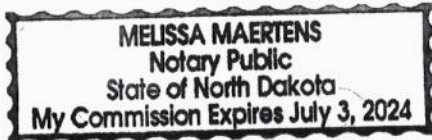
[¶13] I verify there have been no references, mention, or threats of quick take eminent domain by the District during negotiations since August 1, 2017.

Dated this 8th day of October, 2021.



Dan Jacobson, Chair
Cass County Joint Water Resource District

Subscribed to and sworn to before me this 8th day of October, 2021.



Notary Public

(SEAL)