



Highway Department

Jason Benson, P.E.
County Engineer

Thomas B. Soucy, P.E.
Deputy County Engineer

Blaine Laaveg
Superintendent

MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, County Engineer *JAB*

DATE: February 1, 2022

SUBJECT: Consent Agenda topic for February 7, 2022 Commission Meeting: Purchase Agreement for Deer Creek Property along Cass Highway 17

The Cass County Highway Department will be constructing a new Round About at the intersection of Cass 17 and 64th Ave South in 2023. We are starting the right of way land acquisition for the necessary property to construct the project. Recently there was an application through the City of Horace for a new subdivision, Deer Creek Estates Second Addition, at the northeast corner of this intersection. This application has driven discussion regarding the needed right of way for the Round About.

Last year we sold back some of the unneeded property several hundred feet north of 64th Ave South, to the same landowner of the proposed Deer Creek Estates Second Addition, Matthew Hauff of HS Investments LLC. Mr. Hauff purchased our property at \$3.00 per square foot for 5,241 square feet for a total cost of \$15,723. We now need 12,826 square feet of a triangle shaped parcel at the northeast corner of Cass 17 and 64th Ave South currently owned by HS Investments LLC.

Because Mr. Hauff is open to platting this subdivision with the triangle shaped parcel, he would like to have a signed purchase agreement ahead prior to final approval of this plat. Due to the timing of this new subdivision application, I'm requesting permission to enter into a purchase agreement for this triangle shaped property for 12,826 square feet at \$3.00 per square foot, for a total cost of \$38,478. The cost of this purchase is part of the \$450,000 budgeted for 2022 right of way acquisition.

SUGGESTED MOTION:

Authorize the County Engineer to sign a purchase agreement with HS Investments LLC for 12,826 square feet at \$3.00 per square foot, for a total cost of \$38,478.

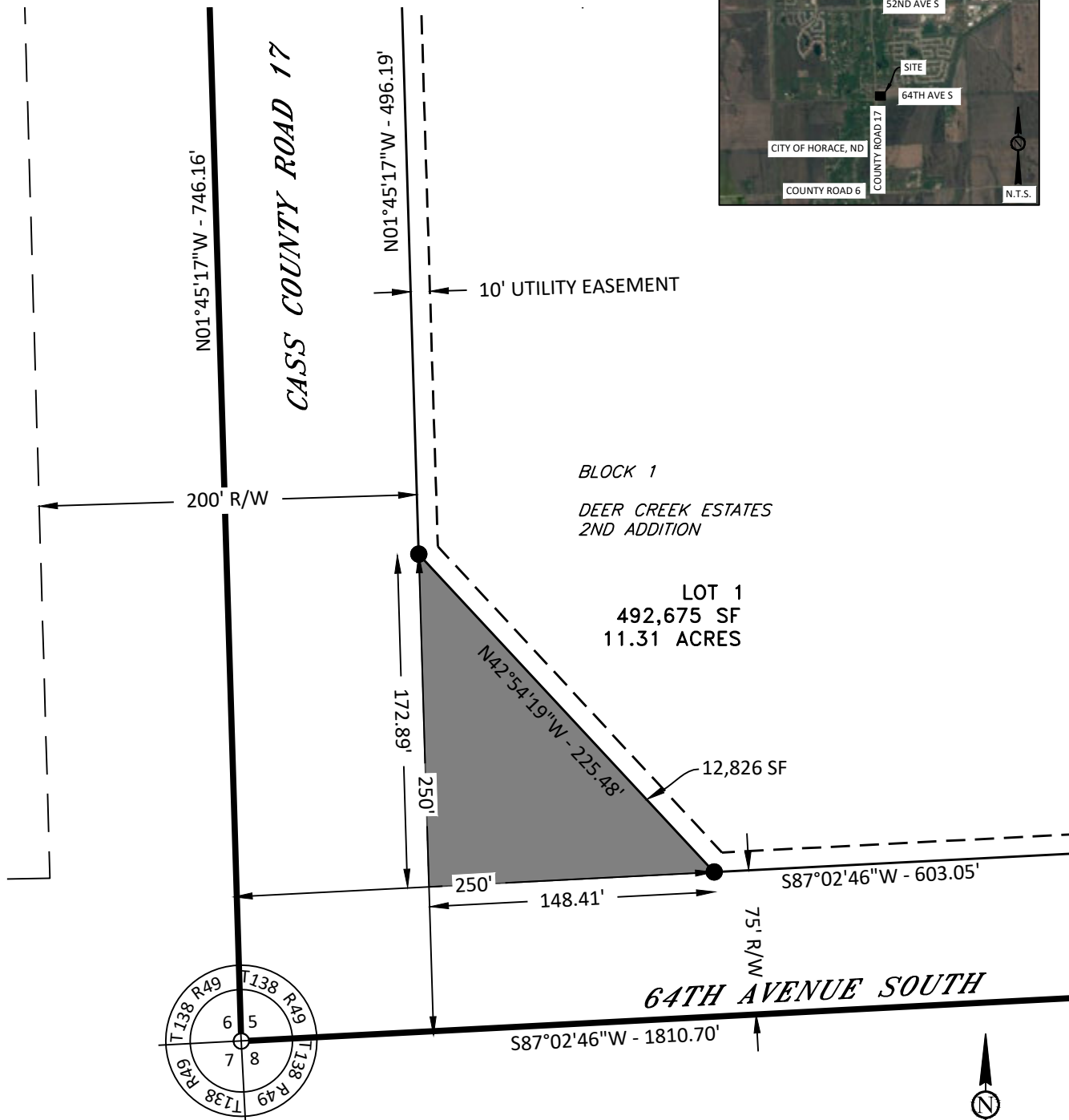
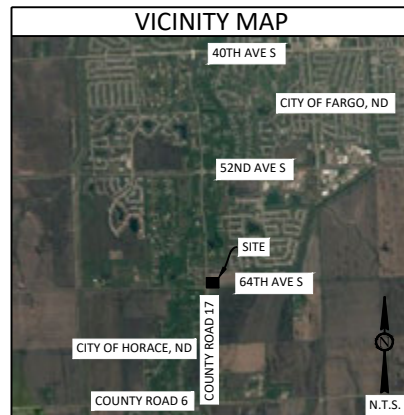
1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

PURCHASE AREA FOR FUTURE ROUNDABOUT

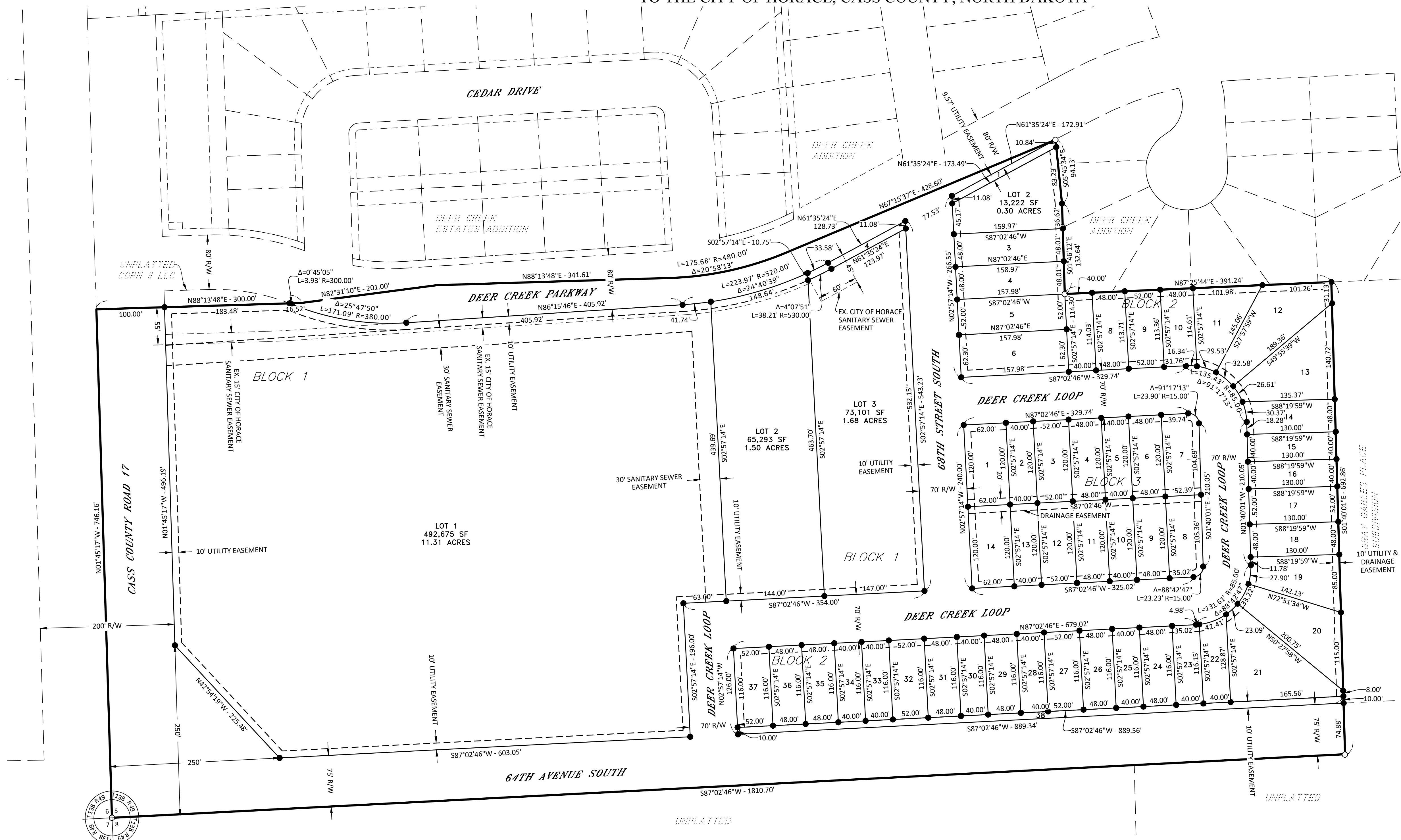
NORTHEAST CORNER OF CASS COUNTY ROAD 17 & 64TH AVENUE SOUTH

HORACE, NORTH DAKOTA



DEER CREEK ESTATES SECOND ADDITION

PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN
TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA



BLOCK 1 LOT AREA TABLE	
LOT #	SQUARE FEET
4	1,623

BLOCK 2 LOT AREA TABLE	
LOT #	SQUARE FEET
1	1,732
2	7,655
3	7,607
4	8,215
5	9,842
6	4,567
7	5,466
8	5,904
9	5,442
10	7,917
11	11,994
12	11,984
13	6,292
14	5,200
15	5,200
16	6,760
17	6,240
18	6,240
19	8,217
20	10,951
21	13,619

BLOCK 2 LOT AREA TABLE	
LOT #	SQUARE FEET
22	4,827
23	4,640
24	5,568
25	4,640
26	5,568
27	6,032
28	4,640
29	5,568
30	4,640
31	5,568
32	6,032
33	4,640
34	4,640
35	5,568
36	5,568
37	6,032
38	8,895

BLOCK 3 LOT AREA TABLE	
LOT #	SQUARE FEET
1	7,440
2	4,800
3	6,240
4	5,760
5	4,800
6	5,760
7	6,397
8	6,079
9	5,760
10	4,800
11	5,760
12	6,240
13	4,800
14	7,440

NOTES

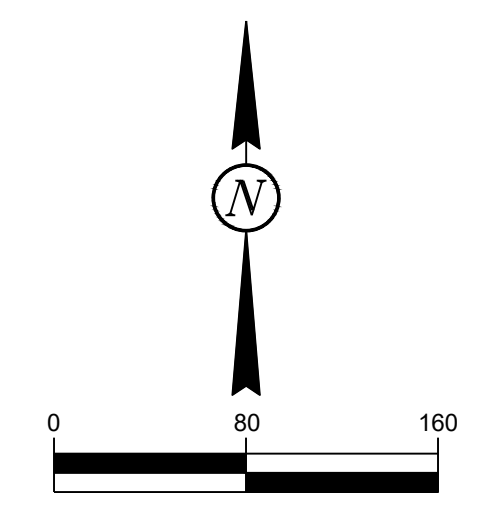
- ALL DISTANCES ARE GROUND DISTANCES.

SURVEY INFORMATION

DATE OF SURVEY: OCTOBER 2021
BASIS OF BEARING: COORDINATE SYSTEM NAD83 - NORTH
DAKOTA STATE PLANE SOUTH ZONE - CASS COUNTY
GOVERNMENT INTERNATIONAL FOOT PER NDDOT CHAPTER 19
VERTICAL DATUM: NAVD88

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- - - EX. EASEMENT
- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- - - NEW EASEMENT LINE



SHEET 1 OF 2

LOWRY
ENGINEERING
5306 51ST AVE S - SUITE A
FARGO, NORTH DAKOTA 58104

Neset
LAND SURVEYS

01/27/22 11:34:25AM C:\Users\DNIEL~1\OneDrive\OneDrive\Local\Temp\AcPublish_2528808\SR_Plat_21075.dwg

DEER CREEK ESTATES SECOND ADDITION

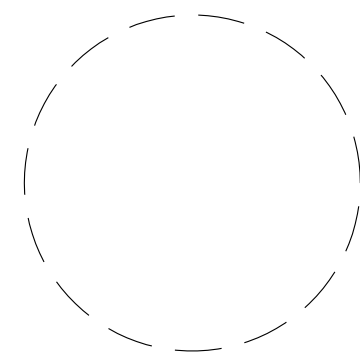
PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY ON THIS _____ DAY OF _____, 2022, THAT THE ATTACHED PLAT OF DEER CREEK ESTATES SECOND ADDITION, BEING A PLAT OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 138 NORTH, RANGE 49 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT IN FEET AND DECIMALS OF A FOOT, AND THAT THE MONUMENTS FOR THE GUIDANCE OF FUTURE SURVEYS HAVE BEEN PLACED IN THE GROUND AS SHOWN, AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON MONUMENT DESIGNATING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01°45'16" WEST ON THE WEST LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 746.16 FEET; THENCE NORTH 88°13'49" EAST 300.00 FEET; THENCE NORTH 82°31'11" EAST 201.00 FEET; THENCE NORTH 88°13'49" EAST 341.61 FEET; THENCE NORTHEASTERLY 175.68 FEET ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 20°58'11"; THENCE NORTH 67°15'38" EAST 428.60 FEET; THENCE SOUTH 05°45'33" EAST 94.13 FEET; THENCE SOUTH 01°46'11" EAST 132.64 FEET; THENCE NORTH 87°25'52" EAST, ALONG THE SOUTHERLY LINE OF BLOCK TWENTY-FOUR, DEER CREEK ADDITION, ACCORDING TO THE PLAT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE, FOR A DISTANCE OF 391.26 FEET TO THE NORTHWEST CORNER OF GRAY GABLES PLACE SUBDIVISION, ACCORDING TO THE PLAT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 01°39'56" EAST, ASSUMED BEARING, ALONG THE WESTERLY LINE OF SAID GRAY GABLES PLACE SUBDIVISION, FOR A DISTANCE OF 692.85 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FIVE; THENCE SOUTH 87°02'46" WEST ON SAID SOUTH LINE FOR A DISTANCE OF 1,810.70 FEET TO THE POINT OF BEGINNING.

SAID DEER CREEK ESTATES SECOND ADDITION, CONSISTS OF 56 LOTS AND 3 BLOCKS, AND CONTAINS 31.60 ACRES, MORE OR LESS, TOGETHER WITH UTILITY, DRAINAGE, SIGNAGE AND LANDSCAPING, AND ACCESS EASEMENTS AND STREET RIGHT OF WAYS OF RECORD.



COLE A. NESET,
REGISTERED LAND SURVEYOR
ND REG. NO. 7513

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

OWNERS' CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "DEER CREEK ESTATES SECOND ADDITION" TO THE CITY OF HORACE, CASS COUNTY, NORTH DAKOTA, AND WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, LOT 2 BLOCK 1, ALL STREET RIGHT OF WAYS, UTILITY, SANITARY SEWER, SIGNAGE AND LANDSCAPE, ACCESS, AND DRAINAGE EASEMENTS SHOWN ON SAID PLAT.

HS INVESTMENTS, LLC
OWNER OF LOTS 1, 3, 4 BLOCK 1 AND ALL OF BLOCK 2 AND 3

HS INVESTMENTS, LLC
BY: MATTHEW HAUFF
ITS AGENT

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MATTHEW HAUFF, TO ME KNOWN TO BE AN AGENT OF HS INVESTMENTS, LLC, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF HS INVESTMENTS, LLC.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

JAMES DAHLMAN
CITY ENGINEER

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JAMES DAHLMAN, TO ME KNOWN TO BE THE CITY ENGINEER DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

CITY COUNCIL APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

KORY PETERSON
MAYOR

BRENTON HOLPER
CITY AUDITOR

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KORY PETERSON, TO ME KNOWN TO BE THE MAYOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENTON HOLPER, TO ME KNOWN TO BE THE CITY AUDITOR OF THE CITY OF HORACE, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF HORACE.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

HORACE PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF HORACE, NORTH DAKOTA, IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

RUSSELL SAHR
CHAIRMAN

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RUSSELL SAHR, TO ME KNOWN TO BE THE CHAIRMAN OF THE HORACE PLANNING AND ZONING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE HORACE PLANNING AND ZONING COMMISSION.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

CITY ATTORNEY'S APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2022.

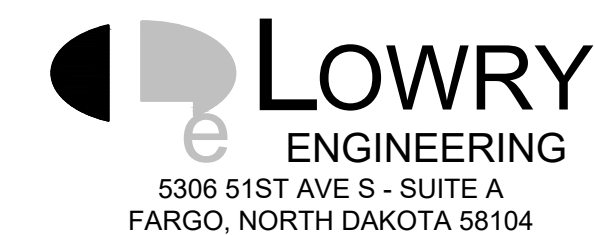
LUKAS W. CROAKER
CITY ATTORNEY

STATE OF NORTH DAKOTA }
COUNTY OF CASS }SS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LUKAS W. CROAKER, CITY ATTORNEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: _____ CASS _____ STATE: NORTH DAKOTA _____

SHEET 2 OF 2



PURCHASE AGREEMENT

- 1) **PARTIES:** This Purchase Agreement is made this _____ day of February 2022, by HS INVESTMENTS LLC, A North Dakota limited liability company, hereinafter “Seller”, and Cass County, a North Dakota political subdivision, hereinafter, “Buyer”.
- 2) **SALE OF PROPERTY:** Seller is the owner of that certain real estate located in the Southwest ¼ of Section 5, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County North Dakota, described as Follows:

Commencing at an iron monument designating the Southwest corner of the Southwest Quarter (SW¼) of said section 5; thence North 01°45'16” West along the West line of said section 5 a distance of 250.00 feet; thence North 87°02'46” East parallel with the South line of said section 5 a distance of 100.00 feet to the point of beginning; thence South 42°54'19” East a distance of 225.48 feet; thence South 87°02'46” West parallel with the South line of said section 5 a distance of 148.41 feet; thence North 01°45'16” West parallel with the West line of said section 5 a distance of 172.89 feet to the point of beginning.

Said tract contains 12,826 SF

*SEE ATTACHED EXHBIT “PURCHASE AREA FOR FUTURE ROUNDABOUT”

- 3) **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase, and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase either by Right of Way Deed or by filed Plat known as “Deer Creek Estates Second Addition”
- 4) **PERSONAL PROPERTY INCLUDED IN SALE:** There are no items of personal property or fixtures owned by Seller and currently located on the Property which are included in this sale.
- 5) **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE:** The total Purchase Price for the **PROPERTY** in this sale is Thirty-eight Thousand Four Hundred Seventy-eight and No/100ths Dollars (\$38,478.00)
 - B. **TERMS:**
 - (1): **BALANCE DUE SELLER:** Upon the filing of either document listed in item 3 above.
 - (2): **DOCUMENTS TO BE DELIVERED BY SELLER.** Executed Right of Way Deed or Filed Plat.
- 6) **CONTINGENCIES:** Buyer’s obligation to buy is contingent upon the following:
 - A. Approval of this Agreement by the County of Cass.

CLOSING DATE: The closing date of the sale of the **“Property”** shall take place on or before February 15th, 2022.

7) REAL ESTATE TAXES:

- A. Seller will pay at, or prior to, closing all real estate taxes due and payable in the year previous to date of closing and prior years on the Property.
- B. Buyer and Seller shall prorate to date of closing the real estate taxes due and payable in the year of closing on the Property.

8) SPECIAL ASSESSMENTS:

- A. Seller shall pay at, or prior to, closing the balance of all special assessments levied prior to closing, including assessments certified for payment with real estate taxes payable in 2021.
- B. Seller shall pay any deferred real estate taxes or special assessments, payment of which is required as a result of the closing of this sale.
- C. Notwithstanding any other provision of this Purchase Agreement, Seller shall at all times be responsible to pay special assessments, if any, for delinquent sewer or water bills, removal of diseased trees prior to the date of this Purchase Agreement, snow removal, or other current services provided to the Property by assessing authority while the Seller is in possession of the Property.

9) CLOSING COSTS AND RELATED ITEMS: Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) the premium for title insurance policy, if any, obtained by the Buyer; (c) any transfer taxes and recording fees required to enable the Buyer to record its deed from Seller under this Agreement.

10) SELLER’S WARRANTIES: Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the closing of this transaction.

11) NO MERGER OF REPRESENTATIONS, WARRANTIES: Notwithstanding any provision of law or court decision to the contrary, representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at Closing, but instead shall survive closing, and the parties shall be bound accordingly.

12) NO BROKER INVOLVED: Seller and Buyer represent and warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission or finder’s fee in connection with negotiations for the sale of the Property.

13) ENTIRE AGREEMENT; AMENDMENTS: This Purchase Agreement constitutes the entire agreement between the parties and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

SELLER: HS Investments, LLC
Matthew Hauff
5302 51st Ave. South
Fargo, North Dakota 58104-5008

BUYER: County of Cass
1201 West Main Avenue
West Fargo, ND 58078

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

SELLERS:

Matthew Hauff, as President of HS
Investments LLC, A North Dakota limited
liability company

BUYER:

CASS COUNTY

Jason Benson, Cass County Engineer

Brian Busta, Cass County Right of Way Agent

MEMORANDUM AGREEMENT

PROJECT NUMBER: CH2302

Parcel No(s): 1

Cass County, ND

On this _____ day of February 2022, HS INVESTMENTS LLC, A North Dakota limited liability company, under the laws of the State of North Dakota, whose post office address is 5302 51st Ave. South, Fargo, ND 58104-5008, did execute a deed, conveying to the County of Cass the above-identified parcel(s) of property in Cass County, consisting of 12,826 Square Feet, more or less, for a total of \$38,478.00 for land and all damages.

This agreement is now made and entered as a memorandum of all terms, and the only terms agreed upon in connection with the above settlement.

1. Cass County assumes ownership of all trees within the right of way. Trees may be removed prior to construction of the highway with the permission of Cass County.
2. The owner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
3. _____

Right of Way Deed	\$ <u>38,478.00</u>
Temporary Construction Easement	\$ _____
*Improvements on Right of Way	\$ _____
Damages to Remainder	\$ _____
TOTAL:	\$ <u>38,478.00</u>

The County Engineer approves all settlements. Payment by Cass County must await approval of title and processing of a voucher and warrant through the offices of the County of Cass. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Matthew Hauff, as President of HS Investments LLC,
a North Dakota Limited Liability Company.

Date

Brian A. Busta, as County Agent

Date

RIGHT OF WAY DEED

THIS INDENTURE, made this ____ day of February 2022, HS INVESTMENTS LLC, A North Dakota limited liability company, under the laws of the State of North Dakota, whose post office address is 5302 51st Ave. South, Fargo, ND 58104-5008, Grantor(s), and the County of Cass, in the State of North Dakota, a municipal corporation, Grantee, whose post office address is P.O. Box 2806, Fargo, North Dakota 58108-2806.

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

That part of the Southwest (SW¼) of Section 5, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County North Dakota, described as Follows:

Commencing at an iron monument designating the Southwest corner of the Southwest Quarter of said section 5; thence North 01°45'16" West along the West line of said section 5 a distance of 250.00 feet; thence North 87°02'46" East parallel with the South line of said section 5 a distance of 100.00 feet to the point of beginning; thence South 42°54'19" East a distance of 225.48 feet; thence South 87°02'46" West parallel with the South line of said section 5 a distance of 148.41 feet; thence North 01°45'16" West parallel with the West line of said section 5 a distance of 172.89 feet to the point of beginning.

Said tract contains 12,826 SF

*Legal description prepared in part by the Cass County Highway Department and previously recorded instrument(s).

And said Grantor(s), for themselves, their successors and assigns, do covenant with the Grantee, that they are well seized in fee of the land and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above granted lands and premises and the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantor(s) will warrant and defend.

WITNESS, The hand of the Grantor(s):

Matthew Hauff, as President of HS Investments LLC,
a North Dakota Limited Liability Company.

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

On this _____ day of February 2022, before me personally appeared Matthew Hauff, to me known to be President of HS Investment LLC, a North Dakota Limited Liability Company, that is described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said limited liability partnership.

Notary Public

(SEAL)

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

Signed: _____
Agent Date

Drafted by:
Brian A. Busta
Cass County Highway Department
1201 West Main Avenue
West Fargo, ND 58078-0698

J:\Admin-Eng\Projects\C-17 64th Ave Round about\Right of Way Deed.doc

PIN 15-0000-00630-070