

**Appeal of Assessment for Year: 2022 & 2021**

Name of Applicant: Jon Sierman

<b>Assessed Value(s)</b>	2022	285,900	
	2021	257,200	
<b>Applicants Requested Value(s)</b>	2022	125,900	-55.96%
	2021	97,000	-62.2%

**General Property Information**

Property Type		Residential
Year Built		1974
Building Area (Total Above Grade)	1,805 sf	158.39 / sf
Land Area	13,535 sf	6.76 / sf

Last Sale: 10/09/2020 262,600



**Summary**

The owner appealed the value during the Board of Equalization process in March, citing structural issues with the house, which were discovered after the 2020 purchase. Upon review of the property, the appraiser found that the garage was sinking and pushing against the house foundation walls, causing instability, and allowing snow to come into the basement. The owner provided a bid for foundation repair of \$110,000. The appraiser also noted that there was significant structural pressure on some windows due to the shifting foundation, water leaks from windows and doors, and potential drywall damage from moisture issues. The property was also reviewed in 2018, and the condition was changed from average to fair, however the foundation issues were either not known, or not disclosed to us at that time.

The cost approach was used to revalue this house and adjustments were made, accounting for all the deferred maintenance and repairs that would be necessary. This, along with an updated review of the condition of the entire house, led to a reduction in value for the 2023 assessment, which was approved at the 2023 Board of Equalization. The owner is seeking a reduction in value for the two prior years' certified values, since the issue was present at the time of sale.

Based on the information presented by the owner and the information of our onsite review of the property, we agree that the condition of the house was likely present at the time of sale and has a negative effect on the value, and that a reduction is warranted.

**Recommended Action(s):**

- Reduce the value to \$151,000 for the 2022 tax year
- Reduce the value to \$125,300 for the 2021 tax year

Fargo  
 1330 41st Street N  
 Fargo, ND 58102  
 (701) 352-6605



**CONTRACT**

Licensed Contractor 42457	Date 11/27/2023
Customer Jonathan Sierman	Phone (Work or Home) Home: (708) 541-2498
Project Location 1201 Elm Street North Fargo, ND 58102	E-mail jonsier1@gmail.com

PROPOSED PRODUCTS	QTY
Permit Package A	1.0
Engineering A	1.0
Utilities Protection	1.0
SettleStop Push Pier	27.0
Pier Pipe – Depth Clause	27.0
SettleStop Helical Pier	4.0
Pier Pipe – Depth Clause	4.0
Custom Concrete Demo	64.0
<b>Additional Products Quantity (see page 2 for details)</b>	<b>1720.0</b>

<b>Fuel Surcharge</b>	<b>\$99.00</b>
<b>Contract Price</b>	<b>\$184,097.46</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Minnesota, LLC (the "Contractor").

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Customer is responsible for removing all personal items from the work area.       | <input checked="" type="checkbox"/> A full perimeter drainage system with sump pump was recommended.        |
| <input checked="" type="checkbox"/> Customer assumes responsibility for damages to hidden or unmarked utility lines.  | <input checked="" type="checkbox"/> Customer is aware of warranty and all addenda.                          |
| <input checked="" type="checkbox"/> Stabilization is warranted. Contractor can attempt to lift at Customer's request. | <input checked="" type="checkbox"/> Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within

one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

<b>Customer</b>	<b>Contractor</b>
X _____	X _____
X _____	
Date <u>11/27/2023</u>	Date <u>11/27/2023</u>

<b>PROPOSED PRODUCTS CONTINUED</b>	<b>QTY</b>
Concrete Replacement	64.0
5 Year Annual Service Plan	1.0
Steel Tubing	3.0
Lift Procedure	8.0
AquaStop Air System - Basement	1.0
AquaStop Basement Triple	1.0
Exterior Membrane	819.0
Dumpster	3.0
Site Work/Obstruction	20.0
Site Work/Obstruction	5.0
Exterior Drain Tile	117.0
SettleStop Wall Anchor	19.0
SettleStop IntelliBrace	3.0
Wall Straightening Procedure	22.0
Excavation 5-9' - Equipment Access	58.0
SettleStop PolyRenewal - Garage/Indoor	576.0

**Product Specifications**

**Permit Package A**

Permit package includes all administration duties and permit fees associated with project.

**Engineering A**

Engineering package includes all administration duties, engineering documentation and fees associated with project.

**Utilities Protection**

Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

**SettleStop Push Pier**

Install Foundation Push Pier(s) - Dig hole to expose the footing. Prep the footing for the Push Pier bracket. Install Push Pier bracket. Install collar to reduce skin friction. Install the reinforcement sleeve to support the steel just below the bracket to protect the integrity of the steel from the bending forces. Drive Galvanized steel piers to the necessary depths based on pressure readings. Contractor can attempt lift at the customer's request. Lift is not guaranteed, but stabilization is. Final location of the piers subject to change. Push piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.

**SettleStop Helical Pier**

Install Foundation Helical Pier(s) to stabilize and protect foundation from further vertical settlement. Customer understands contractor guarantees permanent stabilization of the treated area, however contractor does not guarantee lift, exact levelness, or crack closure due to unforeseen environmental or structural factors that may prevent it. Contractor can attempt Lift at the customers request. Lift is not guaranteed, but stabilization is. Final locations subject to change or adjustment depending on job site conditions. Final location of the piers subject to change. Helical Piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.

**Custom Concrete Demo**

Remove and dispose of concrete in work area.

**Concrete Replacement**

Replace concrete in the work area. New concrete will not match existing concrete. Concrete will be left with a broom finish unless otherwise specified in this contract.

**5 Year Annual Service Plan**

Five years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

**Steel Tubing**

Install steel tubing as per job drawing.

**Lift Procedure**

Attempt to lift. Stabilization is guaranteed. With any lift, cosmetic damages may occur. Repair of any cosmetic damage is customer responsibility.

**AquaStop Air System - Basement**

Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.

**AquaStop Basement Triple**

Install Triple pump system with twin liner, (2) 1/3 hp cast iron primary AC pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of dedicated electrical outlets at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, buried discharge will be an additional cost.

**Exterior Membrane**

Excavate the treated area to expose the foundation wall. The foundation wall will then be prepared and the exterior membrane will be adhered to the wall. This comes with a one (1) year workmanship warranty. There is no guarantee against water seepage. A full perimeter drainage system on the interior is the only way to guarantee against water seepage into the basement/crawlspace and is highly recommended. Customer declines at this time. Customer responsible for removing all obstructions including but not limited to HVAC equipment, plants, decks, etc. The exact amount of linear feet of work area is specified on the product and price section of this contract.

**Dumpster**

Provide dumpster onsite for construction debris.

**Site Work/Obstruction**

Site work and/or obstructions on project.

**SettleStop Wall Anchor**

Install Wall Anchors to stabilize bowing walls. Contractor can attempt to straighten the walls over time, but is not guaranteed. Final location of the Wall Anchors is subject to change. Customer understands that a trench will be dug in their yard and an excavator may be used. Any additional soil or seed required will be the responsibility of the Customer. Contractor is not responsible for damage to landscaping.

**SettleStop IntelliBrace**

Install IntelliBrace(s) to stabilize bowing or leaning wall(s). Final location subject to change.

**Wall Straightening Procedure**

Excavate work area and attempt to straighten wall at time of installation. Stabilization is guaranteed.

**Excavation 5-9' - Equipment Access**

Excavate the work area to expose the foundation wall.

**SettleStop PolyRenewal - Garage/Indoor**

PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.

**Contractor Agrees to**

- o Innovative Basement Authority (IBA) will install Helical Piers on the west end of the garage, Push Piers on the south and east walls of the garage, with the north 3 from the basement on the adjoining wall, the southwest corner of the north wing of the house from the interior, and the south & east walls of the east wing of the house from the exterior. IBA will install Wall Anchors in combination with 3 IntelliBraces on the south, east, & north walls of the east wing and the east wall of the north wing, and will dig out and perform the Wall Straightening Procedure on said walls, and will install exterior drain tile and an exterior membrane on those same walls along with wrapping the NE corner 3 feet. IBA will install a new Basement Triple sump in the location of the existing sump and a Basement Air System. IBA will attempt to lift the SW corner of the garage and will install PolyRenewal under the garage floor.

**Customer agrees to**

- o Home Owner is aware during any lift procedure additional cracks could appear. Homeowner is responsible for repairs of these cracks if any result in lifting of the structure. Includes drywall, tile or other interior finishes.
- o Move all personal items at least 10 feet from the work area.
- o Remove and replace landscaping in the work area.
- o Provide dedicated electrical for any sump pumps or dehumidifiers.
- o If asbestos is found on work site it is to be removed by a certified specialist and is the responsibility of the homeowner.
- o Remove and replace any plumbing, electrical or HVAC lines in the work area.
- o Repair any sprinkler systems, grass and/or landscaping that may be damaged during installation. The use of excavators or trenchers may be required..
- o Customer will: 1: Remove enough fence to get a Mini Excavator into the back yard. 2: Remove the deck on the east side of the house. 3: Move all personal items at least 10 feet away from the foundation walls on the inside and 20 feet away from the exterior walls. 4: IBA will need to remove some drywall for the Wall Anchors and the Straightening Procedure and is not responsible for replacement for any removed or damaged drywall. 5: Customer will be responsible for the final grade once complete. IBA will backfill to a rough grade. 6: Remove the pool hardware on the north end of the house. 7: Customer understands that there will be no warranty on Exterior Drain Tile and Exterior Membranes. X \_\_\_\_\_ 8: IBA recommends Basement Gutter & WallSeal on the interior, which would be a warranted solution. X \_\_\_\_\_

The products and/or services listed below have been recommended, however Customer has declined to have these products installed and/or services performed.

<b>RECOMMENDED PRODUCTS DECLINED</b>	<b>QTY</b>
SettleStop Push Pier	3.0
Pier Pipe – Depth Clause	3.0
Custom Concrete Demo	48.0
Concrete Replacement	48.0
Excavation 0-4' - Hand Dig	12.0
AquaStop WallSeal 75+	208.0
AquaStop BasementGutter 75+	208.0
AquaStop Basement Triple	1.0
AquaStop Inspection Port	12.0
AquaStop Window Well Tap	7.0
Dumpster	1.0
SettleStop Flow Through Bracket	2.0

#### **Recommended Specifications**

##### **Excavation 0-4' - Hand Dig**

Excavate the work area to expose the foundation wall.

##### **AquaStop Inspection Port**

Install inspection ports as described in the contract for access to Basement Gutter system.

##### **AquaStop Window Well Tap**

Install window well tap.

##### **SettleStop Flow Through Bracket**

Install flow through bracket as part of waterproofing system and IntelliBeam installation.

## Terms and Conditions

1. **Services.** Groundworks Minnesota, LLC d/b/a Innovative Basement Authority, license no.42457, is licensed by the North Dakota Secretary of State. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 7% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**

Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 7% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
  - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
  - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **NOTICE TO BUYER IN A PERSONAL SOLICITATION SALE.**
  - Do not sign this Contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
  - Customer is entitled to a copy of this Contract at the time Customer signs it.
  - Customer may pay off the full unpaid balance due under this Contract at any time, and in so doing Customer may receive a full rebate of the unearned finance and insurance charges.
  - Customer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. If Customer is sixty-five years of age or older, and the purchase price is of the product is greater than fifty dollars, Customer may cancel the Contract within fifteen business days after the date of this transaction.
  - You acknowledges receiving an oral notification that you may cancel this transaction at any time before midnight of the third business day after the date of this transaction or

fifteen business days if you are sixty-five years of age or older. See the attached notice of cancellation form for an explanation of this right.  
• Contractor cannot enter Customer's premises unlawfully or commit any breach of the peace to repossess goods purchased under this Contract.

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

**Customer**

**Contractor Groundworks Minnesota, LLC**

Name: X \_\_\_\_\_

Name: \_X \_\_\_\_\_

By: Jonathan Sierman

By: Nathan Brand

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



NOTICE OF CANCELLATION

Transaction Date: \_\_\_\_\_

- You may cancel this transaction, without any penalty or obligation, within three business days from the above date.
- If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.
- If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.
- If you do make the goods available to Contractor and Contractor does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.
- You acknowledges receiving an oral notification that you may cancel this transaction at any time before midnight of the third business day after the date of this transaction or fifteen business days if you are sixty-five years of age or older.

Date: \_\_\_\_\_ Customer's signature \_\_\_\_\_

- To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send an electronic mail message (ibafargo@groundworks.com) to:

Groundworks Minnesota, LLC at 1330 41st Street N, Fargo, ND 58102

not later than midnight of X\_\_\_\_\_.

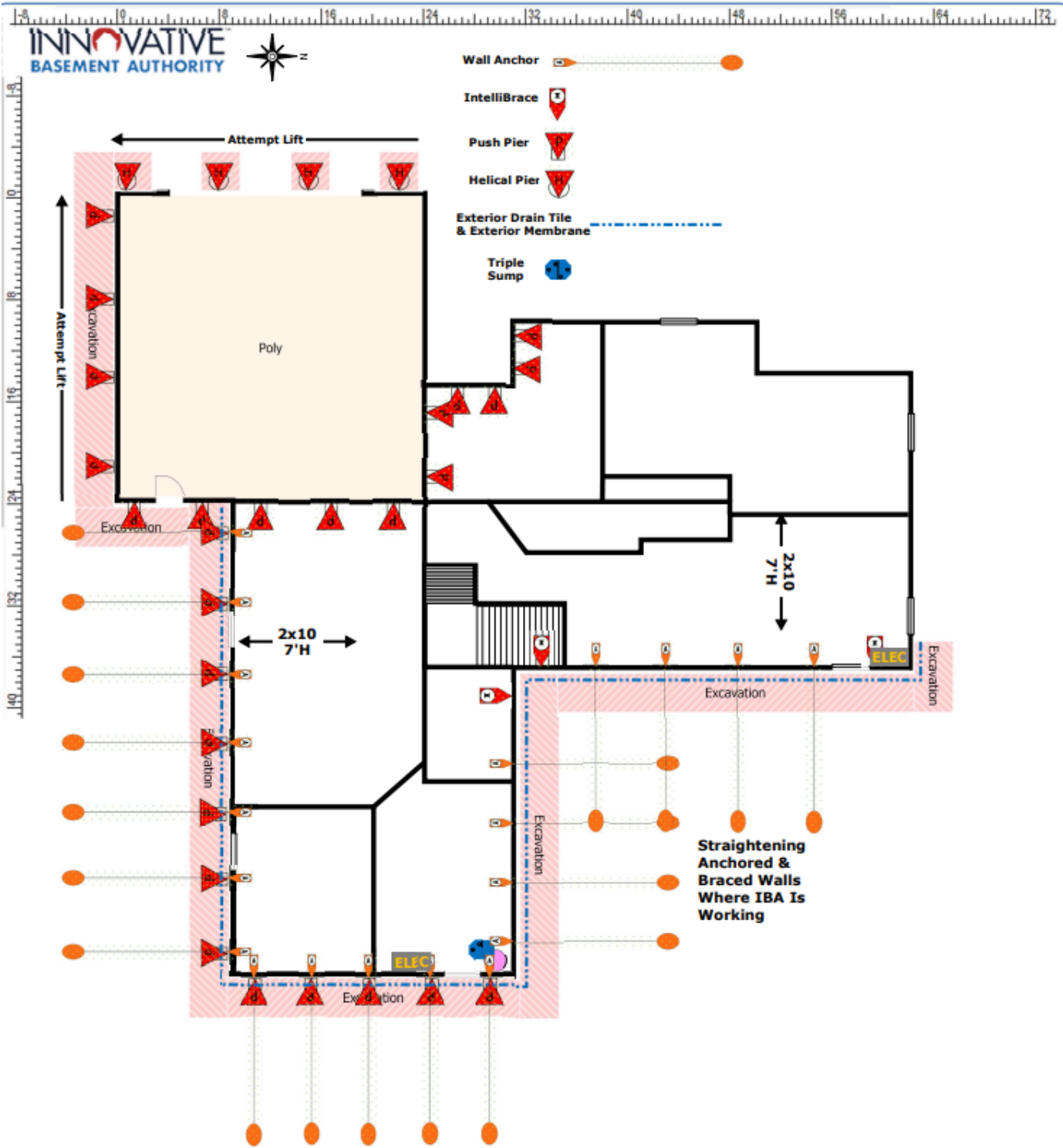
I hereby cancel this transaction.

(Date) \_\_\_\_\_

(Customer's signature) \_\_\_\_\_

If after three business days or after fifteen business days if you are sixty-five years of age or older the transaction has not been canceled, then the deposit will be non-refundable.

DRAWINGS



**PAYMENT TERMS**

We propose hereby to complete the services indicated in this Contract for the sum of:

<b>Contract Amount</b>	<b>\$184,097.46</b>
<b>Deposit</b>	<b>\$55,229.24</b>
<b>Due Upon Completion</b>	<b>\$128,868.22</b>

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

X \_\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X \_\_\_\_\_ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

**BUYER'S RIGHT TO CANCEL.**

If this Contract was solicited at a place other than Contractor's place of business, and Customer does not want the goods and services, Customer may cancel a personal solicitation sale until midnight of the third business day on which Customer signs the Contract or within fifteen business day if Customer is sixty-five years of age or older.

The notice must be mailed or delivered to: Groundworks Minnesota, LLC at 1330 41st Street N, Fargo, ND 58102.

If Customer cancels a personal solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Date \_\_\_\_\_ 11/27/2023 \_\_\_\_\_

Date \_\_\_\_\_ 11/27/2023 \_\_\_\_\_



# PRECISION Concrete Cutters Inc.

pccnd.com

Contract # **2022519**

To be delivered and installed at:

Name **Jon Sierman**

Street **1201 Elm St N** City **Fargo**

State **ND** Zip Code **58102**

County **Cass** Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone **708-541-2498**

Nearest intersecting roads **12th Ave S**

Utility Ticket # \_\_\_\_\_

Toll Free	800.391.1174	
Fargo	701.280.7038	pccnd.com
Fax	701.277.7268	estimates@pccnd.com
GF	701.746.1399	
Bismarck	701.255.9024	Contractor License # ND 32176   MN 20311514   Wisc 1075830
Minot	701.837.8010	

## Specifications

Digging  yes  no

Remove Excess Dirt  yes  no

Drain Tile  interior  exterior

Wall Type  concrete  block  
 brick  stone

Material Thickness  8"  12"  other

Basement Status  contractor jamb and case  
 homeowner jamb and case

Ceiling Height \_\_\_\_\_

Outside Trim  yes  no

Area Well  yes  no  
 metal  cedar  stone

Safety Steps  yes  no

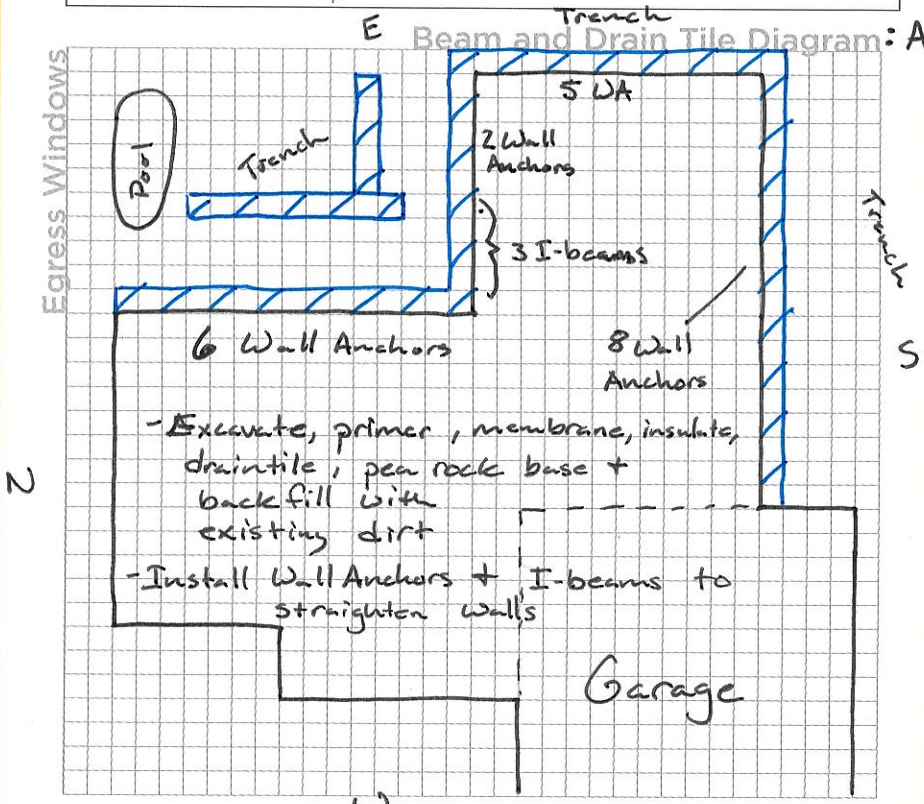
Window Casement \_\_\_\_\_  
Color \_\_\_\_\_  
Hinge:  LHH  RHH  
Brand \_\_\_\_\_  
Size \_\_\_\_\_ Fullscreen \_\_\_\_\_

Permission to use home for advertising purposes  
 yes  no

Total Investment \$ **37,869**

Initial Investment \$ **- 7,869**

Due Upon Completion \$ **30,000**



The contractor's representative has fully explained the merits of the waterproofing system. I fully understand and accept the transferable warranty which covers only the areas of the basement addressed and does not cover water damage. There will be no charge for service calls which are leaks in the system covered under warranty. Partial perimeter systems carry a limited warranty. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Contractor cannot be responsible for frozen discharge lines, condensation, damp spot discoloration, water once pumped from house, window well flooding, or fuel tank lines. Customer shall grant contractor a 30 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls and back. Some dust should be expected from work. Payments to be made in full upon completion.

Plywood down to protect grass

**MATERIAL**  
All surplus material is property of the contractor. The company always sends more material than is required as delays caused by material shortages are costly. All materials and workmanship guaranteed.

**BUYERS RIGHT TO CANCEL**  
You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

**KEEP A COPY OF THIS CONTRACT** to protect your legal rights. Executed by both Buyer and Seller this day of **February 3rd 2022**

Each buyer hereby acknowledges receipt of a fully completed copy of this Retail Installment Contract.

Signature of Buyer  
X \_\_\_\_\_

Signature of Buyer  
X \_\_\_\_\_

Accepted by Seller - Precision Concrete Cutters

By **[Signature]**  
Initials **TL**

The homeowner is responsible for relocating any interior or exterior private or public utilities, including sprinkler lines. The homeowner is also responsible for any landscaping work that may be needed after the project is completed.



**RAMJACK**<sup>®</sup>



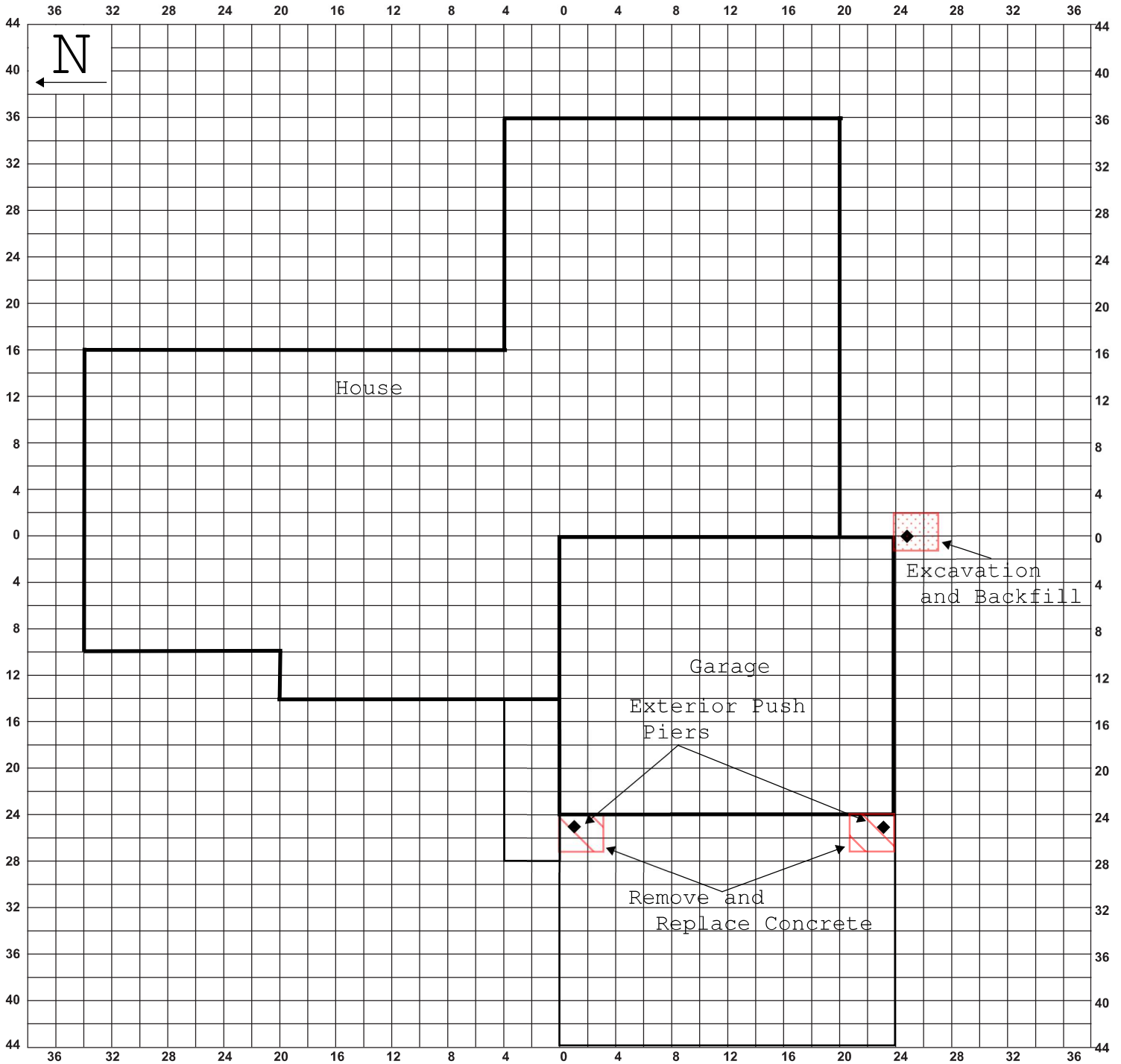
**PRECISION**  
Concrete Cutters Inc.

Precision Concrete Cutters Inc.  
DBA RamJack North  
5002 19th Ave N Ste A  
Fargo, Nd 58102  
701-280-7038  
www.ramjacknorth.com  
www.pccnd.com  
License ND# 32176A MN# 20311514

### Foundation Profile and Service Plan

Confidential information for Ram Jack use only

**Special Instructions:** Stabilize Garage Only



Name Jon Sierman

Site Address 1201 Elm St N

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

City / State Fargo , ND Zip 58102

Date 2/2/22 Ram Jack Representative Gus Nelson

Estimated Job Cost \$ \_\_\_\_\_



**RAMJACK**



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**SERVICE INVESTMENT**

Confidential information for Ram Jack use only. This bid is good for 30 days.

Name Jon Sierman

Number Home \_\_\_\_\_ Work \_\_\_\_\_

Site Address 1201 Elm St N

City / State Fargo , ND Zip 58102

Email Address \_\_\_\_\_

The following items are recommended to enhance the future performance of your foundation. We feel an obligation to inform you of potential problems if these items are not corrected:

**NO REFUND WILL BE ISSUED IF DEPTH IS LOWER THAN EXPECTED**  
Helical or push piers may be swithed out for each other during installation at same cost.

Push Pier depth greater than 85 ft. will be charged extra \$ 125 /Section

Helical Pier depth greater than 85 ft. will be charged extra \$ 135 /Section

(Initial)

	Services Recommended	Services Declined (Initial)	Services Accepted
Steel Piers/Area A: (Proposed <u>3</u> piers)	<u>Exterior Push Piers</u>	_____	_____
Steel Piers/Area B: (Proposed _____ piers)	_____	_____	_____
Concrete Removal & Replace: <u>Exterior Section for piers (garage or Driveway)</u>	_____	_____	_____
Waterproofing : _____	_____	_____	_____
Crawl Space : _____ sq/ft _____	_____	_____	_____
<u>Excavation &amp; Backfill</u>	<u>Leave dirt mounded to settle naturally</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Permit: \_\_\_\_\_ -

Engineering: \_\_\_\_\_ -

TOTAL \$ 12,695

<b>Total Due Ram Jack Services</b>	\$ <u>12,695</u>
<b>Total Other Services</b>	\$ <u>-</u>
<b>Down Payment</b>	\$ <u>2,695</u>
<b>TOTAL DUE UPON COMPLETION*</b>	\$ <u>10,000</u>

**\*PAYMENT DUE UPON COMPLETION OF EACH SERVICE**

**\*If Paid With Credit Card or EZ-Pay 12 month Same as Cash add 3% to Total**

The Costs for Services described above is part of the contract which also includes the Service Plan, Agreement for Work, and Limited Warranty. This estimate on 2 / 10 / 2022

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Ram Jack Representative \_\_\_\_\_ Date \_\_\_\_\_

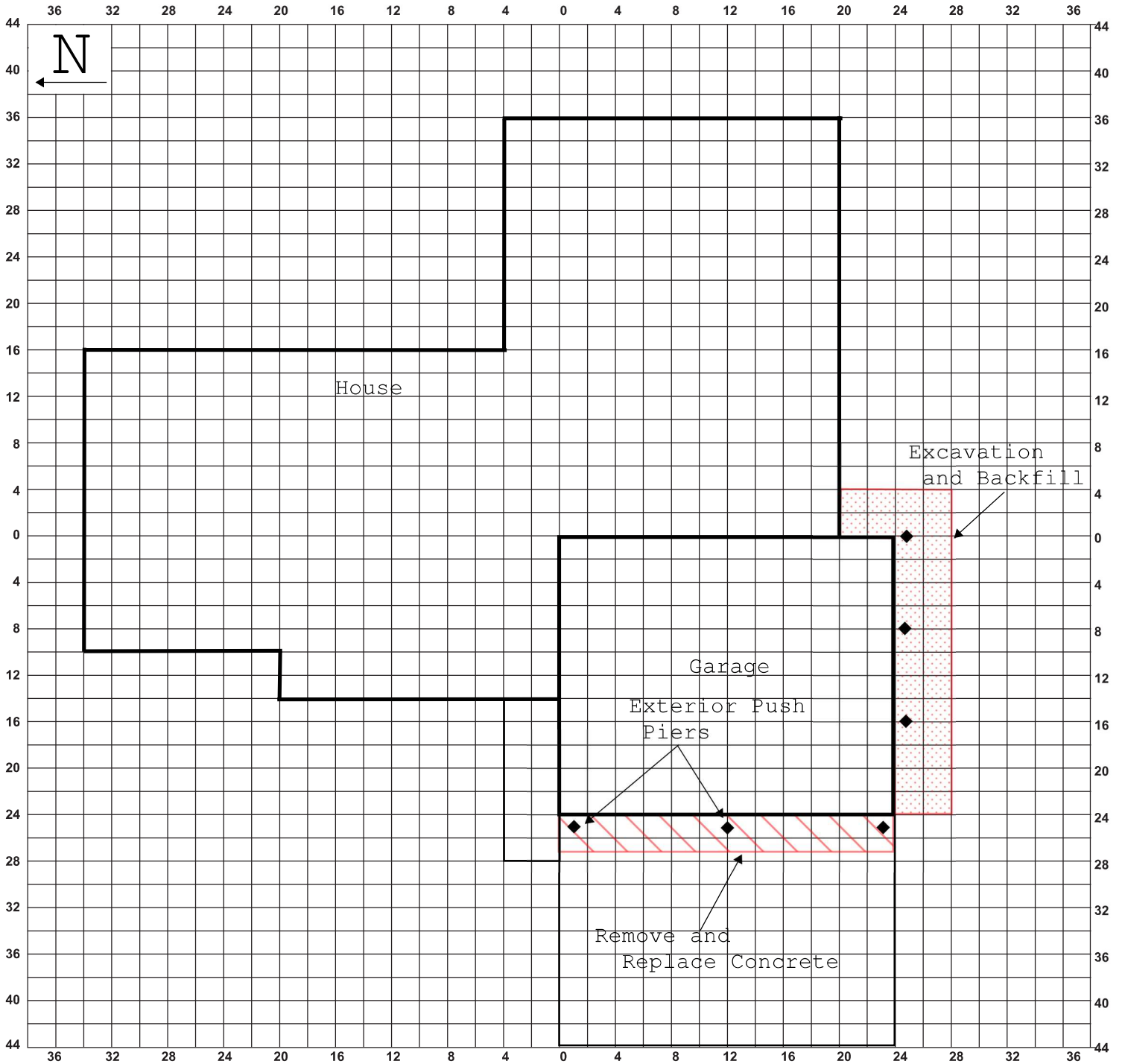


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 License ND# 32176A MN# 20311514

## Foundation Profile and Service Plan

Confidential information for Ram Jack use only

**Special Instructions:** Lift Garage



Name Jon Sierman

Site Address 1201 Elm St N

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

City / State Fargo , ND Zip 58102

Date 2/2/22 Ram Jack Representative Gus Nelson

Estimated Job Cost \$ \_\_\_\_\_



**RAMJACK**



**PRECISION**  
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### SERVICE INVESTMENT

Confidential information for Ram Jack use only. This bid is good for 30 days.

Name Jon Sierman

Number Home \_\_\_\_\_ Work \_\_\_\_\_

Site Address 1201 Elm St N

City / State Fargo , ND Zip 58102

Email Address \_\_\_\_\_

The following items are recommended to enhance the future performance of your foundation. We feel an obligation to inform you of potential problems if these items are not corrected:

**NO REFUND WILL BE ISSUED IF DEPTH IS LOWER THAN EXPECTED**  
Helical or push piers may be swithed out for each other during installation at same cost.

Push Pier depth greater than 85 ft. will be charged extra \$ 125 /Section

Helical Pier depth greater than 85 ft. will be charged extra \$ 135 /Section

	Services Recommended	Services Declined (Initial)	Services Accepted
Steel Piers/Area A: (Proposed <u>6</u> piers)	<u>Exterior Push Piers</u>	_____	_____
Steel Piers/Area B: (Proposed _____ piers)	_____	_____	_____
Concrete Removal & Replace: <u>Exterior Section for piers (garage or driveway)</u>	_____	_____	_____
Waterproofing : _____	_____	_____	_____
Crawl Space : _____ sq/ft _____	_____	_____	_____
<u>Excavation &amp; Backfill</u>	<u>Leave dirt mounded to settle naturally</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Permit: \_\_\_\_\_ -

Engineering: \_\_\_\_\_ -

TOTAL \$ 25,345

**Total Due Ram Jack Services** \$ 25,345

**Total Other Services** \$ -

**Down Payment** \$ 5,345

**TOTAL DUE UPON COMPLETION\*** \$ 20,000

**\*PAYMENT DUE UPON COMPLETION OF EACH SERVICE**

**\*If Paid With Credit Card or EZ-Pay 12 month Same as Cash add 3% to Total**

The Costs for Services described above is part of the contract which also includes the Service Plan, Agreement for Work, and Limited Warranty. This estimate on 2 / 10 / 2022

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Ram Jack Representative \_\_\_\_\_ Date \_\_\_\_\_





**RAMJACK**



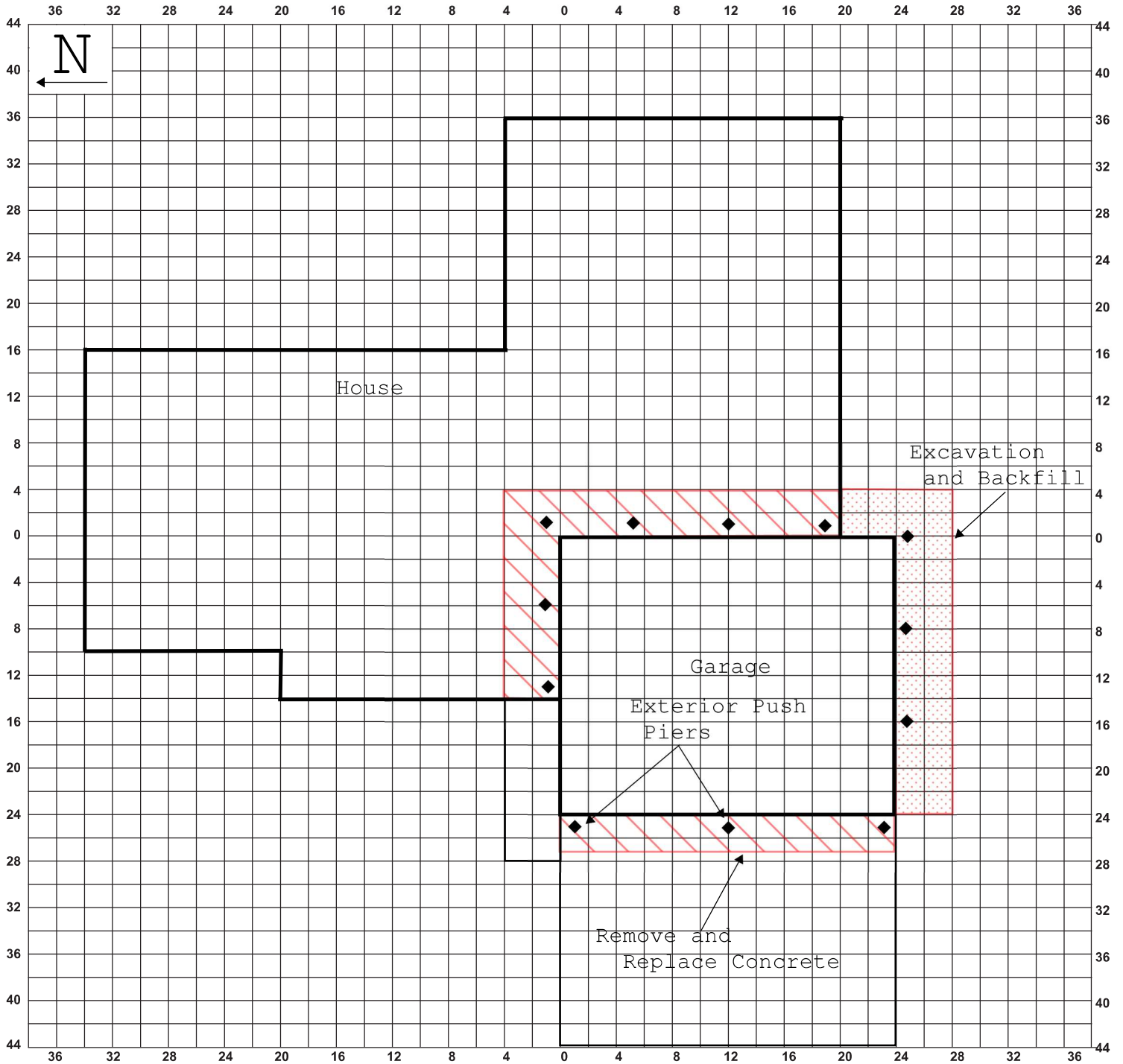
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## Foundation Profile and Service Plan

Confidential information for Ram Jack use only

**Special Instructions:** Lift Garage and Stabilize House



Name Jon Sierman

Site Address 1201 Elm St N

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

City / State Fargo , ND Zip 58102

Date 2/2/22 Ram Jack Representative Gus Nelson

Estimated Job Cost \$ \_\_\_\_\_

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Exhibit B



**RAMJACK**



**PRECISION**  
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**SERVICE INVESTMENT**

Confidential information for Ram Jack use only. This bid is good for 30 days.

Name Jon Sierman

Number Home \_\_\_\_\_ Work \_\_\_\_\_

Site Address 1201 Elm St N

City / State Fargo , ND Zip 58102

Email Address \_\_\_\_\_

The following items are recommended to enhance the future performance of your foundation. We feel an obligation to inform you of potential problems if these items are not corrected:

**NO REFUND WILL BE ISSUED IF DEPTH IS LOWER THAN EXPECTED**  
Helical or push piers may be swithed out for each other during installation at same cost.

Push Pier depth greater than 85 ft. will be charged extra \$ 125 /Section

Helical Pier depth greater than 85 ft. will be charged extra \$ 135 /Section

(Initial)

	Services Recommended	Services Declined (Initial)	Services Accepted
Steel Piers/Area A: (Proposed <u>6</u> piers)	<u>Exterior Push Piers</u>	_____	_____
Steel Piers/Area B: (Proposed <u>6</u> piers)	<u>Interior Push Piers</u>	_____	_____
Concrete Removal & Replace: <u>Interior</u>	<u>Section for piers (garage and basement)</u>	_____	_____
Waterproofing: <u>Exterior</u>	<u>Membrane , Insulate , Drain-Tile</u>	_____	_____
Crawl Space : _____ sq/ft	_____	_____	_____
<u>Excavation &amp; Backfill</u>	<u>Leave dirt mounded to settle naturally</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Permit: -

Engineering: -

TOTAL \$ 49,735

<b>Total Due Ram Jack Services</b>	\$ <u>49,735</u>
<b>Total Other Services</b>	\$ <u>-</u>
<b>Down Payment</b>	\$ <u>9,735</u>
<b>TOTAL DUE UPON COMPLETION*</b>	\$ <u>40,000</u>

**\*PAYMENT DUE UPON COMPLETION OF EACH SERVICE**

**\*If Paid With Credit Card or EZ-Pay 12 month Same as Cash add 3% to Total**

The Costs for Services described above is part of the contract which also includes the Service Plan, Agreement for Work, and Limited Warranty. This estimate on 2 / 10 / 2022

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Ram Jack Representative \_\_\_\_\_ Date \_\_\_\_\_



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License ND# 32176A MN# 20311514

## AGREEMENT FOR WORK

Welcome to Ram Jack — The Foundation Specialists. Engineered and manufactured in the U.S.A., Ram Jack® products are built to last for the life of your structure. This agreement describes the work, its purpose, what may occur during and after the work, and the limited lifetime warranty.

**Precision Concrete Cutters Inc.** ("Ram Jack") and the Owner of the Improvement Site ("You") make this Agreement for Work on the date below. You want Ram Jack to conduct foundation work, which Ram Jack wants to provide, to support a foundation as agreed. The parties ("we" or "us") hereby agree as follows:

**1. Description of the Work.** As general contractor, Ram Jack will support the foundation of the structure at the address of the improvement site ("site") within the Area(s) of Work for the sole purpose of preventing downward movement of the foundation. ("stabilize").

Your Elevation Profile and Service Plan ("Service Plan") shows one or more Area(s) of Work, each of which consists of a series of Ram Jack driven steel or helical piles that support the foundation directly above each pile and between contiguous Ram Jack piles, but not beyond the last pile(s).

Ram Jack will install Ram Jack® patented steel piles in the Area(s) of Work. The Work is generally described as follows:

- a. At each pile location, concrete is removed and landscaping unearthed as needed, fixtures are moved as you approve, the soil is excavated to obtain an opening, and the area is prepped to install a pile.
- b. Under the foundation beam, a Ram Jack support bracket is positioned and fit at each pile location.
- c. Where the Ram Jack bracket supports a guide sleeve, and where applicable, the Ram Jack extended guide sleeve is inserted through the support bracket.
- d. Each Ram Jack driven steel pile is hydraulically advanced, and the Ram Jack helical pile is advanced by torque, to appropriate capacity and embedment.
- e. In each Area of Work, the foundation beam is lifted and/or stabilized within the practical limitations of the foundation and structure to improve the horizontal alignment of the beam.
- f. After stabilization, each pile is affixed to its paired bracket with the Ram Jack patented securing technique to support the foundation beam and prevent downward movement.
- g. After securing each pile, elevations readings are recorded at each pile location ("Installation").
- h. Replant landscaping, replace concrete, backfill soil in Area(s) of Work, remove Work debris and relocate fixtures ("Cleanup").

**2. Installation Fee.** Subject to any signed change orders, you agree to pay Ram Jack, excluding engineering and permits, a total of \$ \_\_\_\_\_ for the Work upon Installation and before the Supervisor leaves the site. Making payment as described above ("timely payment") is a condition to receiving a Warranty.

Upon signing this agreement, you agree to pay Ram Jack a nonrefundable \$ \_\_\_\_\_ for engineering and permits.

If using Ram Jack EZ Pay, your balance due is the Installation Fee subject to any signed change orders. You agree to pay and take all action for timely payment as described above.

You agree to attend the Installation or arrange your authorized agent to do so with authority to make timely payment. Attendance is required, as you must authorize the extent of any lift.

After Installation, if a required inspection does not occur by the time Ram Jack leaves the site, Ram Jack will clean up as allowed, but must leave excavated soil open for inspection, which may leave a portion of the landscaping unplanted.

Since an inspector's arrival is beyond the control of Ram Jack, you agree that timely payment remains your obligation. After the Work passes any required inspection, Ram Jack will complete Cleanup on a timely basis.

**3. Costs of Collection.** If Ram Jack incurs costs to collect payment, you agree to pay Ram Jack's reasonable attorney's fees and interest, at the highest rate allowable, with interest beginning on the date Ram Jack completes the Work, in addition to any costs Ram Jack incurs.

**4. Cancellation.** You may cancel this agreement no less than three business days before your start date by writing to Ram Jack that you cancel. Ram Jack may invoice, and you agree to pay a fee of \$ \_\_\_\_\_ if you cancel less than three business days before your scheduled start date, and Ram Jack cannot reschedule the production crew ("crew") to work on your start date.

### 5. Preparing for the Work

**a. Inspect for Leaks.** Plumbing leaks can cause foundation issues and may lead to the foundation settling, heaving, or other failure. Since leaks are difficult to detect, Ram Jack requests you arrange an inspection or a hydrostatic plumbing test of all supply and waste systems after the Work.

1. During the Work, separation of fixed pipes and connectors may occur within the plumbing, and leaks are possible, although rare.



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License ND# 32176A MN# 20311514

2. Ram Jack will locate public utilities and attempt to repair minor plumbing issues. Because separation may occur during the Work, you release Ram Jack from liability for all damage to the structure due to leaks from plumbing, buried utilities, including but not limited to septic tanks, pipes, and conduits, pumps or well, sprinkler systems, or installed waterproofing.

**b. Interior Work.** Ram Jack asks you to remove furniture, fixtures, and carpeting before the crew arrives. The Work will produce dust and noise and damage the floor. Ram Jack will make diligent efforts to restrict dust, clean the area, and fix the floor so you can lay new flooring; and you release Ram Jack from liability for such damage. Ram Jack is not responsible for reinstalling or laying any flooring or floor covering.

**c. Safe Premises.** You must inform Ram Jack about any issues related to the property (structural failure, water wells, holes, animals, security, etc.) that may affect the safety of the crew.

**6. Structural Defects Affect the Work.** A structural defect affects the design and execution, and may limit results. You agree to inform Ram Jack about any structural defect or concern in writing before the Work, and provide evidence of its repair; or Ram Jack assumes no responsibility for such defect. You release Ram Jack from damages that unrepaired defects or future structural defects cause. Structural defects include, but are not limited to:

- Structure not built to State and Local Codes
- Brick or rock veneer improperly supported
- Decayed or damaged structural members, including those that a pile must support
- Floating slab not supported by the foundation
- Insufficient or no steel reinforcement in the foundation and/or concrete floor slab, and low quality or weak concrete

**7. Recovery Exclusion.** The Work may result in lifting the foundation, and at times, the floor framing or slab. When a lift occurs, Ram Jack attempts to reduce structural stress by improving the horizontal alignment of the foundation beam within practical limits, with the benefit that cracks may close, and windows and doors may align to open and shut more smoothly, etc., but Ram Jack does not guarantee such results.

Because Ram Jack seeks to maintain the integrity of the structure and foundation, Ram Jack does not represent the Work to "close cracks," "fix" or "level" the foundation, nor does Ram Jack represent the foundation to meet any slope criteria after the Work. Several factors, including structural defects and previous remodeling of the structure, affect the lift.

The Work is not an all-inclusive "fix." The foundation, structure, or both may require additional work. As examples, in areas where Ram Jack does not work, the foundation may require future work; piles installed at the perimeter of a structure will not support the related interior where Ram Jack did not work; and concrete may later develop cracks and require reinforcement.

**8. Lift to Practical Limits.** Ram Jack will cease any lift at what it believes is the practical limits of the structure. If you request additional lifting, Ram Jack will only do so if you agree to sign a document stating that you directed Ram Jack to lift beyond such limits. In all cases, you agree to attend the lift.

**9. Damage Exclusion.** While Ram Jack conducts its work in a good and workmanlike manner, working in a limited space and on a structure that moves may cause damage. You release Ram Jack from liability for the following damages:

**a. Crawlspace Damage.** When Ram Jack works in a crawlspace, the ability to move freely is limited, and Ram Jack may damage HVAC, electrical/utility systems, air ducts, termite treatment, insulation, crawlspace encapsulation, vapor barriers, and other fixtures due to cramped space.

**b. Other Damage.** When Ram Jack conducts the Work, the structure and its components may move. You may see damage such as cracks in concrete, brick, sheetrock, rock, veneer, tile, glass, damage to HVAC, air ducts, electrical/utilities systems, termite treatment, insulation, crawlspace encapsulation, vapor barriers, roof and shingles, flooring, and other rigid materials. It is the nature of the work that damage may occur when a structure moves.

**10. Concrete Replacement.** When the Work includes installation of piles through concrete, and where Ram Jack removed concrete or repaired brick mortar, new concrete or brick mortar will not match existing concrete and brick mortar.

**11. Plants May Not Survive.** You release Ram Jack from liability for all damage to plants, trees, and bushes ("vegetation"). Ram Jack does not warrant that plants will survive. If you employ a professional to remove and replace vegetation, Ram Jack will assist them. You must care for your plants during the work.

**12. Potential for Future Movement.** Potential always exists for future movement of the foundation. Ram Jack describes your responsibilities for inspecting and caring for your foundation in "Causes of Foundation Failure."

**13. Cosmetic Repairs.** Ram Jack recommends you delay making cosmetic repairs for at least one seasonal moisture cycle (a minimum of 90 days) as wood and other components require time to adjust to foundation support.

**14. Your Satisfaction Is the Goal.** You may discover soil movement in an area where Ram Jack did not work, and may have questions. To answer your questions, you agree to call your Ram Jack representative at **701.280.7038**, who will listen and attempt to answer your questions. When needed, a Specialist will meet with you, listen, review the Agreement, inspect your property, the Work, your foundation issues, and make recommendations as to the Limited Warranty and other foundation related issues on your property.



**RAMJACK**<sup>®</sup>



**PRECISION**  
Concrete Cutters Inc.

Precision Concrete Cutters Inc.  
DBA RamJack North  
5002 19th Ave N Ste A  
Fargo, Nd 58102  
701-280-7038  
www.ramjacknorth.com  
www.pccnd.com  
License ND# 32176A MN# 20311514

**15. Limited Warranty for the Life of Your Structure.** Ram Jack offers a transferable Limited Warranty for the life of the structure. You are eligible to receive the Limited Warranty upon your timely payment of the Ram Jack installation. Otherwise, the Warranty is void, unless Ram Jack in its discretion offers you a Warranty. Ram Jack will send you a signed Warranty upon timely payment.

The Ram Jack warranty is that any driven steel or helical pile, which Ram Jack installs at your property, will not experience downward movement for the life of your structure. Other than the above warranty, Ram Jack makes no others, written, oral, express or implied. A copy of the Limited Warranty is available before you sign this Agreement upon your request.

**16. Catastrophic Events.** Ram Jack piles may fail from catastrophic events, caused by nature or man, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind, fire, explosions, floods, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events. You release Ram Jack from all liability due to such catastrophes.

**17. State Law and Amendment; Rights.** This agreement and proceedings arising from it are governed and defined by the laws of the State of North Dakota with venue in **CASS** County. If any provision of this Agreement is invalid or unenforceable, the remainder is enforceable to its full extent. We may amend this agreement in writing, which we both must sign. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**18. Rely Only On This Agreement.** This agreement is the entire understanding between us concerning its subject matter and takes the place of all other agreements, whether written or oral, between them. **You shall not rely on any statements or media read, seen or heard outside of this written agreement, as they are neither warranties nor part of this agreement.**

**19. WAIVER OF JURY TRIAL. WE AGREE TO RESOLVE ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR THE GOODS OR SERVICES OF RAM JACK THROUGH INFORMAL NEGOTIATIONS. IF WE DO NOT SETTLE ALL DISPUTES IN THIS MANNER, YOU AGREE TO UTILIZE ANY APPLICABLE STATE STATUTE REGARDING NOTICE AND OPPORTUNITY TO CURE AS A CONDITION PRECEDENT TO ANY LITIGATION, WHICH SHALL BE BY WAY OF A TRIAL BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION. YOU AND RAM JACK HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY. BOTH OF US ACKNOWLEDGE AND REPRESENT TO HAVE KNOWINGLY AND VOLUNTARILY WAIVED OUR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.**

**20. NOTICE AND OPPORTUNITY TO CURE. THIS CONTRACT IS SUBJECT TO NORTH DAKOTA CENTURY CODE 43-07-26, WHICH PROVIDES THAT THE PURCHASER OR OWNER SHALL GIVE THE CONTRACTOR NOTICE AND OPPORTUNITY TO CURE BY GIVING WRITTEN NOTICE TO THE CONTRACTOR BY MAIL, WITHIN SIX MONTHS AFTER KNOWLEDGE OF A CONSTRUCTION DEFECT, ADVISING THE CONTRACTOR OF ANY DEFECT AND GIVING THE CONTRACTOR A REASONABLE TIME TO COMPLY WITH THIS SECTION. WITHIN A REASONABLE TIME AFTER RECEIVING THE NOTICE, THE CONTRACTOR SHALL INSPECT THE DEFECT AND PROVIDE A RESPONSE TO THE PURCHASER OR OWNER, AND, IF APPROPRIATE, REMEDY THE DEFECT WITHIN A REASONABLE TIME THEREAFTER.**

The Ram Jack Operations Manager must approve any changes to this agreement in a signed writing.

**I have read this agreement, consisting of three pages, in addition to the Cost for Services and Service Plan, all of which comprise my agreement. I have also had the opportunity to read the Limited Warranty. I have had the time and opportunity to ask questions, all of which Ram Jack answered. I understand this agreement and agree to all of its terms.**

The parties sign this agreement on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner Signature (Indicate if Agent)

\_\_\_\_\_  
Print Owner Name

\_\_\_\_\_  
Owner Signature (Indicate if Agent)

\_\_\_\_\_  
Print Owner Name

\_\_\_\_\_  
**Owner's email(s)**

\_\_\_\_\_  
**Owner's Address if Different from Site**

\_\_\_\_\_  
**Address of the Improvement Site**

**Precision Concrete Cutters Inc. DBA RamJack North**

**By:** \_\_\_\_\_, Foundation Specialist  
Signature

\_\_\_\_\_  
Print Name of Ram Jack Foundation Specialist



**RAMJACK**



**PRECISION**  
Concrete Cutters Inc.

Precision Concrete Cutters Inc.  
DBA RamJack North  
5002 19th Ave N Ste A  
Fargo, Nd 58102  
701-280-7038  
www.ramjacknorth.com  
www.pccnd.com  
License ND# 32176A MN# 20311514

## Limited Lifetime Warranty

Sample

**What Ram Jack Covers For The Life Of Your Structure.** Any Ram Jack driven steel or helical pile, which Precision Concrete Cutters ("Ram Jack") installs at your property, will not experience downward movement.

**Period of Coverage.** Coverage begins upon timely payment of the Ram Jack® installation. If you do not make the timely payment, this warranty is void. Upon timely payment, coverage continues for the life of your structure and terminates upon the first of the following events to occur: (1) you transfer the property but take no action to transfer the Warranty, (2) you attempt to transfer the Warranty but the transfer does not qualify, (3) someone other than Ram Jack alters, works on, disturbs, or adjusts your Ram Jack foundation support system, or (4) the construction of your structure is altered.

**What Ram Jack Will Do.** Ram Jack will inspect its Work, and using its discretion, adjust or replace, free of charge, any Ram Jack driven steel or helical pile should it experience downward movement ("settlement") as shown on your Elevation Profile and Service Plan. Your sole remedy under the Warranty is for Ram Jack to inspect and use its discretion to adjust or replace a pile.

**Exclusive Warranty.** This Warranty is given exclusively, instead of any other warranties whether written, oral, expressed or implied, all of which Ram Jack disclaims.

### What Ram Jack Does Not Cover

1. The Limited Warranty does not cover consequential or incidental damages as a result of (1) downward movement of a pile, and (2) adjustment or replacement of a pile. Consequential damages include, but are not limited to, damage to concrete, brick, mortar, sheetrock, wood, wallpaper, paint, fixtures, rigid materials, furnishings or other components of a structure.

2. The Limited Warranty excludes any settlement of the structure outside each Area of Work. It also excludes any lateral movement of the foundation and any upward movement of the foundation due to soil expansion ("heaving"). An Area of Work consists of a series of Ram Jack driven steel or helical piles that support the foundation directly above each pile and between contiguous Ram Jack piles, but not beyond the last pile(s) as indicated on the Elevation Profile and Service Plan. The Limited Warranty excludes any failure or defects of the structure, including the foundation (the Warranty only covers the piles).

3. The Limited Warranty excludes failure from catastrophic events, caused by man or nature, or a combination of both factors. Such catastrophes may take the form of tornadoes, earthquakes, excessive wind, fire, explosions, floods, tidal waves, rain causing slope failure, failure from natural soil creep, soil collapse, slope failure, heaving, sinkholes, subsidence or similar events.

**Transfer.** You may transfer this Limited Warranty to a new owner of the property if you send (1) the current Owner Transfer Fee, which is \$100 and subject to change without notice, and (2) the new owner's acknowledgement that the transfer is related solely to the Warranty, that the Warranty is limited to the Area(s) of Work, and that the new owner has and will retain possession of the Agreement for Work, Cost for Services, Elevation Profile and Service Plan, and Warranty. The new owner must use the Ram Jack acknowledgement form, which is available upon request. You must send the fee and any forms to the address below or as requested.

**National Warranty Trust.** The Ram Jack National Limited Warranty Trust continues your Period of Coverage if you qualify and Ram Jack is unable to conduct the work. Register your Warranty at [www.ramjackdealersassoc.com](http://www.ramjackdealersassoc.com) to obtain this coverage.

**NOTICE AND OPPORTUNITY TO CURE. THIS WARRANTY IS SUBJECT TO NORTH DAKOTA CENTURY CODE 43-07-26, WHICH PROVIDES THAT THE PURCHASER OR OWNER SHALL GIVE THE CONTRACTOR NOTICE AND OPPORTUNITY TO CURE BY GIVING WRITTEN NOTICE TO THE CONTRACTOR BY MAIL, WITHIN SIX MONTHS AFTER KNOWLEDGE OF A CONSTRUCTION DEFECT, ADVISING THE CONTRACTOR OF ANY DEFECT AND GIVING THE CONTRACTOR A REASONABLE TIME TO COMPLY WITH THIS SECTION. WITHIN A REASONABLE TIME AFTER RECEIVING THE NOTICE, THE CONTRACTOR SHALL INSPECT THE DEFECT AND PROVIDE A RESPONSE TO THE PURCHASER OR OWNER, AND, IF APPROPRIATE, REMEDY THE DEFECT WITHIN A REASONABLE TIME THEREAFTER.**

**State Law.** This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

**Contact Us.** Precision Concrete Cutters offers this Limited Warranty. In the event you require warranty work, contact Ram Jack at:

The Ram Jack Limited Lifetime Warranty  
is effective this \_\_\_\_\_, 20\_\_\_\_  
from an Agreement for Work dated \_\_\_\_/\_\_\_\_/20\_\_\_\_  
By: LEGAL NAME OF ENTITY. \_\_\_\_\_

**Precision Concrete Cutters**  
Attn: Warranty Claims  
5002 19th St N STE A Fargo , ND 58102  
Phone:701-280-7038  
email: [info@ramjacknorth.com](mailto:info@ramjacknorth.com)



**Rush City**  
 1325 South Frandsen Avenue  
 Rush City, MN 55069  
 (320) 204-5299

**Minneapolis**  
 6265 Carmen Avenue  
 Inver Grove Heights, MN 55076  
 (612) 246-3559

**Fargo**  
 1330 41st Street N  
 Fargo, ND 58102  
 (701) 352-6605

**Contract**

LICENSED CONTRACTOR: 42457

Customer: <b>Jonathan Sierman</b>	Date: <b>3/15/2023</b>
Address: <b>1201 Elm Street North Fargo ND 58102</b>	
Project Location: <b>1201 Elm Street North Fargo ND 58102</b>	
Phone (Work or Home) <b>(708) 541-2498</b>	E-Mail: <b>jonsier1@gmail.com</b>

Proposed Products	Quantity
5 Year Annual Service Plan	1.0
AquaStop Basement Triple	1.0
AquaStop BasementGutter	140.0
AquaStop FreezeGuard	2.0
AquaStop Inspection Port	7.0
Site Work/Obstruction	5.0
SettleStop Flow Through Bracket	6.0
<b>Additional Products Quantity (see page 2 for details)</b>	<b>11.0</b>
<b>Subtotal:</b>	<b>\$111,892.27</b>
<b>Discount:</b>	<b>\$1,118.92</b>
<b>Contract Price:</b>	<b>\$110,773.35</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Minnesota, LLC (the "Contractor").

- Customer is responsible for removing all personal items from the work area.
- Customer assumes responsibility for damages to hidden or unmarked utility lines.
- Stabilization is warranted. Contractor can attempt to lift at Customer's request.

- A full perimeter drainage system with sump pump was recommended.
- Customer is aware of warranty and all addenda.
- Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

**Customer**

X \_\_\_\_\_  
 X \_\_\_\_\_

**Contractor**

X \_\_\_\_\_

DocuSigned by:  
  
 252FB6754486465...

Date 3/16/2023

Date 3/16/2023

**Application For Abatement Or Refund Of Taxes**  
North Dakota Century Code § 57-23-04

RECEIVED

CASS COUNTY

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

NOV 21 2016 4:09:45

State of North Dakota Assessment District 1  
 County of Cass Property I.D. No. 017290-00070-000  
 Name Jon / Kimmi Sieman Telephone No. 708-541-2498  
 Address 1701 Elm St N Fargo ND 58102

Legal description of the property involved in this application:

Lot 5 Block 3 Anna L. Hokes

Total true and full value of the property described above for the year ~~2020~~ 2021:

Land \$ unknown  
 Improvements \$ unknown  
 Total \$ 257,000  
(1)

Total true and full value of the property described above for the year 2021 should be:

Land \$ unknown  
 Improvements \$ unknown  
 Total \$ 97,000  
(2)

The difference of \$ 160,000 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) Property incorrectly assessed

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 257,000 Date of purchase: 10-10-2020  
 Terms: Cash  Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? NO Estimated value: \$ \_\_\_\_\_  
yes/no

2. Has the property been offered for sale on the open market? NO If yes, how long? \_\_\_\_\_  
yes/no  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: NO Purpose of appraisal: \_\_\_\_\_  
yes/no  
 Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ 97,000

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): N/A

Applicant asks that Over payment of taxes collected  
Returned

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_ Date 8-14-23



Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of City of Fargo

On September 19, 2023, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Approved for \$125,300

Dated this 21 day of September, 2023

[Signature]  
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of \_\_\_\_\_ County Board of Commissioners.  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ \_\_\_\_\_. The Board accepts \$ \_\_\_\_\_ in full settlement of taxes for the tax year \_\_\_\_\_.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. \_\_\_\_\_

Dated \_\_\_\_\_

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant Jon Kimmi Sieman

County Auditor's File No. 4544

Date Application Was Filed With The County Auditor 8/21/2023

Date County Auditor Mailed Application to Township Clerk or City Auditor 8/23/2023  
(must be within five business days of filing date)

RECEIVED

CASE OF AUDITOR

AUG 21 2023 4:08:45

### Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota

Assessment District 7

County of CASS

Property I.D. No. 01-7290-00070-000

Name Jon/Kimmi Sieman

Telephone No. \_\_\_\_\_

Address 1701 Elm St W, Fargo, ND 58102

Legal description of the property involved in this application:

Lot 5 Block 3 Anna L Holes

Total true and full value of the property described above for the year 2022 is:

Land	\$	<u>Unknown</u>
Improvements	\$	<u>Unknown</u>
Total	\$	<u>285,900</u>

Total true and full value of the property described above for the year 2023 should be:

Land	\$	<u>Unknown</u>
Improvements	\$	<u>Unknown</u>
Total	\$	<u>125,900</u>

The difference of \$ 160,000 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) property incorrectly assessed

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 257,000 Date of purchase: 10-10-2020  
 Terms: Cash  Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? NO Estimated value: \$ \_\_\_\_\_  
yes/no

2. Has the property been offered for sale on the open market? NO If yes, how long? \_\_\_\_\_  
yes/no  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: NO Purpose of appraisal: \_\_\_\_\_  
yes/no Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ 125,900

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): N/A

Applicant asks that

Over payment of property tax refunded

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

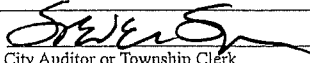
Date

8-14-23

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of City of Fargo

On September 18, 2023, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be Approved for \$151,000

Dated this 21 day of September, 2023.   
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was \_\_\_\_\_ by action of \_\_\_\_\_ County Board of Commissioners.  
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ \_\_\_\_\_. The Board accepts \$ \_\_\_\_\_ in full settlement of taxes for the tax year \_\_\_\_\_.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated \_\_\_\_\_  
County Auditor \_\_\_\_\_ Chairperson \_\_\_\_\_

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Application For Abatement  
Or Refund Of Taxes

Jon i Kimmi Siernsen

Name of Applicant

4545

County Auditor's File No.

8/21/2023

Date Application Was Filed With The County Auditor

8/23/2023

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)