



**Robert W. Wilson**  
**County Administrator**

Telephone: 701-241-5770  
wilsonro@casscountynd.gov

**MEMO**

TO: Cass County Commissioners

FROM: Robert W. Wilson

Date: April 16, 2025

Subject: County Flood Lot Parcels – Leases Requests

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Cass County owns dozens of parcels that were acquired through FEMA-funded buyouts of homes and properties in flood-prone areas. Any structures previously on the properties were removed and federal law places significant restrictions on acceptable current and future property uses. The intended uses are limited to parks, recreation areas, wetland management or other similar uses. Structures are generally limited to restrooms and picnic areas that are open on all sides.

Cass County leases many of flood lots to individuals. Leases are governed by the Cass County Flood Lot Lease Policy. Lessees may lease a property for one year at a time at a rate of \$10/year. Current lessees have the first option to renew their leases. Lessees agree to insure the property and provide mowing, maintenance and weed control.

The Commission updated the County's Flood Lot Lease Policy in 2017. One of the updates specifies Cass County will enter into leases with other governmental agencies or adjacent property owners. This was specified in the policy because some prior leases to non-adjacent owners resulted in a variety of public nuisance complaints including 'mudding,' partying and high volumes of traffic and activity in areas not equipped to accommodate large numbers of people. The result was the County Sheriff's Office and Highway Department responded to a significant number of calls, complaints and service needs.

There are a few remaining leaseholders who are non-adjacent landowners but were grandfathered into the current policy. The current policy allows non-adjacent landowners who wish to lease Cass County flood properties to request an exemption. The policy reads, *"requests for an exemption to this policy will be submitted to the County Administrator and reviewed by the Administrator, County Planner, Weed Control Officer and the Portfolio Commissioner for Weed Control, with final approval by the County Commission."*

Two individuals have requested an exemption to this policy – and the ability to lease county flood lots. Mr. Kevin Dahl requests the opportunity to lease Parcel [#64000002250000](#). He indicates he lives in Horace and found the property through reviewing the county's website. He says he'd use it for bow hunting and he intends to keep the property well maintained.

Mr. Eric Hegg is interested in one of two parcels to potentially locate a market garden. He has identified Parcel [#64030003430000](#) or Parcel [#64030003431000](#) as potential locations. He indicates he will focus on culturally significant vegetable crops for local immigrant and refugee communities.

I have attached the policy and comments from both applicants further describing their reasons for requesting consideration for a lease.

Commissioner Breitling, County Engineer Kyle Litchy, Taylor Kaushagen and I met on Thursday, April 10<sup>th</sup> and reviewed both requests. Weed Control Officer Kyle Aasand was unavailable. Collectively, we identified several concerns with both requests. With respect to the request to lease for hunting purposes there was a concern that the location was too close to residences located to the northeast of the County parcel. Some points are less than 450 ft. from residential property.

Regarding the request for a potential location of a market garden, there were several concerns including the amount of traffic such a utilization would bring to the cul-de-sac, the suggestion of staking the area around garden and potential use of the property for a commercial venture. The recommendation of the group was to deny both lease requests.

**SUGGESTED MOTION:**

**Deny request for lease of Cass County Flood Lot Parcel # 6400002250000 for Kevin Dahl and deny request for lease of Cass County Flood Lor Parcel # 64030003430000 and 64030003431000 for Eric Hegg.**

**OR**

**ALTERNATIVE MOTION:**

**Authorize a 2025 lease of Cass County Flood Lot Parcel # \_\_\_\_\_ to (individual) as requested by the applicant.**

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SUBJECT: CASS COUNTY FLOOD LOT LEASE POLICY

ADOPTED DATE: DECEMBER 4, 2017

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### CASS COUNTY FLOOD LOT LEASE POLICY

#### Cass County & Leaseholder Rights & Responsibilities:

Existing leaseholders have the option and priority to renew an existing lease. Leaseholders have the ability to restrict access or require permission to enter leased property. Hunting activities are allowed on leased property, but must comply with all applicable laws and local ordinances.

Leaseholders will control all weeds, with special attention and control efforts focused on noxious weeds. Leaseholders will remove garbage in a timely manner. Parcels in residential areas that are not otherwise maintained must be mowed by leaseholders a minimum of once every month during the growing season. Where appropriate and consistent with surrounding properties, leaseholders are encouraged to mow portions of leased property adjacent to, or near road right-of-ways and leave riverbank areas in a natural state.

Any type of construction or placement of a permanent structure or change in elevation of the lot is prohibited, with an exception as defined by FEMA in Section 1. b. of Appendix A.

Season extension hoops and structures are acceptable, but must be removed at the end of the season.

Leaseholders are encouraged to plant trees along riverbanks. Leaseholders should consult with the local Soil Conservation District for recommended species. Leaseholders are required to carry liability insurance on the property. In rare circumstances the County may assist leaseholders in controlling weeds, particularly after major floods.

#### Types of Lease Agreements:

Cass County has two types of flood lot lease agreements: 1) leases with other governmental agencies & 2) leases with individuals. All lease agreements shall be for a maximum of one year. Lease agreements with individuals will only be entered into with individuals who own adjacent property. Requests for an exemption to this policy will be submitted to the County Administrator and reviewed by the Administrator, County Planner, Weed Control Officer and the Portfolio Commissioner for Weed Control, with final approval by the County Commission.

All uses shall be consistent with local zoning ordinances. All existing leases will be grandfathered in and subject to annual review.

#### Alternative Uses:

Alternative uses of flood lot properties, such as community gardens, may be considered. Before entering into a lease for an alternative use, the county must understand and approve of the alternative use. Proposals for alternative uses shall be submitted to the County Administrator and reviewed by the Administrator, County Planner, Weed Control Officer and the Portfolio Commissioner for Weed Control, with final approval by the County Commission.

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Disposal of County Flood Lots:

County-owned properties acquired with a FEMA grant for flood protection may only be disposed of by transfer to another governmental agency. If transferred, the receiving agency must agree to abide by the restrictions of the Stafford Act (Exhibit A) and maintain the property as green space. If a governmental entity receives flood protection property and the entity later dissolves, Cass County agrees to re-acquire the property and maintain it for green space. If transfer of a flood property is considered, the Federal Emergency Management Agency (FEMA) must approve the transfer.

**EXHIBIT A  
STAFFORD ACT**

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("The Stafford Act"), identifies the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, "HMGP"), including the acquisition and relocation of structures in the floodplain;

WHEREAS, Section 404 of the Stafford Act provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the County of Cass has made such an application and has entered into a FEMA-state agreement dated January 23, 2014, and herein incorporated by reference;

WHEREAS, the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. Section 206.434), and FEMA-State Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44 C.V.R. 206.434), as they read now and may be amended in the future, and the FEMA-State Agreement, the following conditions and restrictions shall apply in perpetuity to each property described in the attached deed and acquired by the Grantee pursuant to the Stafford Act Section 404 acquisition program:

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- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. Section 206.434, as it reads now and may be amended in the future.
- (b) Structures. No new structures or improvements shall be erected on the property other than:
  - i. a public facility that is open on all sides and functionally related to the open space use;
  - ii. a rest room; or
  - iii. a structure that is compatible with the uses described in Paragraph 1(a). above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be flood-proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- (c) Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- (d) Transfer. The Grantee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Grantee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.
  - i. the Grantee shall convey, in accordance with section (d) above, a conservation easement to someone other than the title holder, or
  - ii. at the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, it's representatives, and assigns, including County of Cass, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.

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3. Monitoring and Reporting. Every two (2) years on July 1, the Grantee, through the County of Cass, shall submit to the FEMA Regional Director, a report certifying that the Grantee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.

4. Enforcement. If the subject property is not maintained according to the terms of the grant, FEMA, its representatives, and the Grantee are responsible for taking measures to bring the property back into compliance.

- (a) The State will notify the Grantee in writing and advise the Grantee that it has 60 days to correct the violation.
- (b) If the Grantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- (c) FEMA may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
  - i Requiring transfer of title in accordance with Paragraph 1(d). The Grantee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
  - ii Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Grantee.

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

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

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**EXHIBIT B**  
**EXAMPLE OF LEASE AGREEMENT**

THIS LEASE is made by and between Cass County, North Dakota (hereinafter "County") and Leaseholder, (address) (hereinafter "Lessee").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Property: The County hereby offers to lease, and the Lessee agrees to lease, the property situated in the Township of XXXX, County of Cass, State of North Dakota, described as: (legal property description) (hereinafter "property").
2. Term: The term of this lease shall commence on January 1, 201X, and expire at midnight on December 31, 201X.
3. Rent: Rent shall be \$10 dollars per year, payable in advance of the commencement day, to the County by and through the Cass County Auditor at the address given in the section herein entitled Notices.
4. Use: The property shall only be used for purposes consistent with those contained in Exhibit 1 (attached). Furthermore, the property shall not be used for, among other purposes, parking vehicles; building any kind of structure without prior written approval of the County; storage of any kind of equipment or personal property; placement of any signs; raising or keeping of animals; or disposal of any kind of materials, whether hazardous or not. The determination of compliance with these limitations on use of the property shall be at the County's sole discretion.
5. Maintenance: The portion of the lot visible to the general public shall be mowed a minimum of once per month during the growing season.
6. Delivery of Possession: Lessee acknowledges that Lessee has inspected the property and accepts it as suitable for the purpose and use described in this Lease and that the property then complies with the use limitations.
7. Insurance: At all times during the term of this Lease, Lessee shall maintain at Lessee's sole expense, public liability and property damage liability insurance in an amount not less than \$500,000. Lessee shall deliver to County a copy of the certificate of insurance prior to the commencement, and renewal if applicable, of this Lease. County makes no representation that the limits of liability specified herein are adequate to protect Lessee.

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8. Indemnification: County shall not be liable for any damage to Lessee, or any other person, or to any property, occurring on the premises or any part thereof, unless such damage is the proximate result of the negligence or an unlawful act of the County. Lessee agrees to hold the County harmless from any claims for damages occurring on the property, no matter how caused, except for injury damages for which County is legally responsible.
9. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of municipal, state and federal authorities.
10. Assignment and Subletting: Lessee shall not assign this Lease or sublet any portion of the property without prior written consent of the County.
11. Entry/Inspection of Property: Lessee shall permit County or County's agents to enter and inspect the property at any reasonable time for the purpose of verifying compliance with the terms of this Lease.
12. Maintenance: Lessee shall, at his/her own expense, and at all times, remove snow from any sidewalks, keep the property clear of rubbish or weeds, regularly mow the grass, irrigate or water the property in a manner sufficient to maintain the property but not in a manner inconsistent with governing statutes, ordinances or rules.
13. Default - Event: Lessee will be in default of this Lease for failure to timely pay any rent, or failure to abide by any material terms or conditions of this Lease including, but not limited to, the limitations on use of the property, and such default continues for ten (10) days after written notice from County.
14. Default - County's Remedies: If any one or more of the default events set forth herein occurs, then the County may, in its sole discretion, do one or more of the following:
  1. Give Lessee written notice of its intention to terminate this Lease on the date of such notice, or on any later date that the County may specify in such notice. On the date so specified in such notice, Lessee's right to use of the property will cease and the Lease will be terminated.
  2. Remove personal property and/or other materials that reflect an inappropriate use of the property, and charge Lessee a reasonable sum for removal, storage or/and disposal of such items.
  3. Collect all reasonable attorney fees, costs and disbursements that may arise as a result of any suit filed as a result of Lessee's default.
  4. Exercise such rights or remedies that may be provided by law.



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15. Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the Lessee or County at the respective addresses given below, or at such other places as may be designated by the parties in writing from time-to-time, or may be delivered in person.
- County: Cass County Commission, 211 9<sup>th</sup> Street South, P.O. Box 2806, Fargo, ND 58108-2806
- Lessee: (Address)
16. Binding Effect: All the provisions hereof shall extend to and be binding upon, and in favor of or against (as the case may be), the heirs, executors, administrators, guardians, assigns and successors in interest of the parties hereto.
17. Severability: If any provision of this Lease should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.
18. Entire Agreement: This Lease represents the entire agreement between the parties and there are no collateral or oral agreements or understandings and any executory agreement hereafter made shall be made ineffective to change, modify or discharge this lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.
19. Construction: All provisions hereof and words and phrases used herein shall be governed and construed under the laws of the State of North Dakota.
20. Time is of the Essence: Time is of the essence for each term and provision of this lease.
21. Effective Date: The effective date of this lease is January 1, 201X, regardless of the day that the parties may have signed this agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures:

Cass County

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Lessee

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By: Chair, Cass County Commission

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**EXHIBIT 1**

Additional Lease Terms and Conditions

WHEREAS, Cass County North Dakota became the rightful owner of certain real property, more fully described in the attached Lease, through the use of certain disaster relief funds under Section 404 of the Stafford Act; and

WHEREAS, the terms of the Stafford Act, and related regulations and agreements (e.g., FEMA-State Agreement) require that Cass County agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural flood plain values;

NOW, THEREFORE, the attached Lease is made subject to the following additional terms and conditions:

1. Terms. Pursuant to the terms of the Stafford Act, regulations promulgated thereunder (44-C.F.R. 206-434), as they read now and may be amended in the future, and the

FEMA-State Agreement, the following conditions and restrictions shall apply to the leased property:

- (a) Compatible Uses. The land shall be used for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved previous parking lots and other uses described in 44 C.F.R. Section 206-434, as it reads now and may be amended in the future.
- (b) Structures. No new structures shall be erected on the property other than:
  - (1) a public facility that is open on all sides and functionally related to the open space use;
  - (2) a restroom; or
  - (3) a structure that is compatible with the uses described in Paragraph 1(a), above, and approved by Cass County in writing prior to the commencement of the construction of the structure.

2. Inspection. FEMA, its representatives, and assigns, including Cass County, shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the above terms.

3. Enforcement. Any violation of these terms may, at Cass County's sole discretion, be deemed a default with all the rights and remedies available under the attached Lease.

## Wilson, Robert

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**From:** Eric Hegg <  
**Sent:** Monday, March 17, 2025 2:11 PM  
**To:** Wilson, Robert  
**Subject:** Re: Inquiry Regarding Flood Buyout Properties for Lease

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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### CAUTION: EXTERNAL EMAIL

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Hello Robert,

Thank you for sending over the lease agreement. I'm very interested in exploring this opportunity further. The two plots I'm most interested in are:

- **7017 Chrisan Blvd** (Parcel ID: 64030003430000)
- **7102 Chrisan Blvd** (Parcel ID: 64030003431000)

These plots offer good access, adequate sunlight, and no immediately adjacent neighbors. If they are available, I'd love to proceed with a lease agreement.

Regarding fencing for deer control, I'd be willing to remove the mesh fencing at the end of the growing season as it would likely get damaged in the winter winds.. However, I'd like to ask if the commission would allow the t-post fence posts to remain in place, with the understanding that I would remove them if the lease is not renewed. While I can remove them annually, installation and removal require significant effort. If left in place, the dark green posts would be 7 feet tall and clearly visible in the snow, ensuring they wouldn't pose a hazard to anyone snowshoeing, skiing, or snowmobiling through the plot in winter.

Looking forward to your thoughts.

Best,

Eric Hegg  
C: 701.386

On Thu, Mar 13, 2025 at 10:07 AM Wilson, Robert <[WilsonRo@casscountynd.gov](mailto:WilsonRo@casscountynd.gov)> wrote:

Eric,

Good morning. Sounds like you've had an interesting position. Sorry to hear that circumstances beyond your control have changed that.

I'm sending you a copy of Cass County's Flood Lot Lease policy. I'm also going to attempt to answer your questions below as well as I can in blue. Taylor Kaushagen in our office typically handles the flood lot leases, so she will be a much better resource for answering specific questions. She's on leave but will be back the first week of April. My initial reaction is a flood lot property may not be the best fit for what you're describing, but I'm happy to have a follow up conversation if helpful.

Thanks,

Robert

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**From:** Eric Hegg <\_\_\_\_>  
**Sent:** Wednesday, March 12, 2025 9:17 AM  
**To:** Wilson, Robert <[WilsonRo@casscountynd.gov](mailto:WilsonRo@casscountynd.gov)>  
**Subject:** Inquiry Regarding Flood Buyout Properties for Lease

**CAUTION: EXTERNAL EMAIL**

Good morning Robert,

My name is Eric Hegg, and we've been playing phone tag this past week regarding flood properties for lease.

We met a few years ago when I interviewed for the IT Director position. At that time, I was transitioning out of tech sales to pursue work that better served my local community. I found that opportunity with Global Refuge, where I managed the Refugee Agricultural Partnership Program, a grant-funded initiative through the Office of Refugee Resettlement in partnership with the USDA. Unfortunately, due to recent administrative changes, the program lost funding, and my position was recently eliminated.

Rather than returning to a traditional 9-5 job, I am pursuing my goal of starting a market garden focused on culturally significant vegetable crops for local immigrant and refugee communities. My plan includes becoming a SNAP/EBT vendor and utilizing a refrigerated trailer to bring fresh produce to low-income areas in Cass and Clay counties. I hope to address food deserts and transportation barriers that prevent many residents from accessing fresh, affordable, and healthy produce.

My biggest challenge right now is securing land. I am exploring various options and seeking 1.5–3 acres for a market garden. Some flood buyout properties along the river seem well-suited, and I'm also looking into excess land sales from the diversion project, as these appear affordable in the Upstream Mitigation Area.

I have several questions regarding county-owned properties closer to town:

1. Is there a list of available properties I could review? I've identified some lots along Chrisan Blvd in South Fargo that are particularly suited for garden plots.

I don't have a list of properties that are currently not under a lease agreement. Taylor may have such a list.

2. What are the lease terms? Is there a set rate based on size, location, etc?

The cost of the lease is quite reasonable. Please see sample lease agreement.

3. I understand buildings are not allowed—would temporary fencing (e.g., a 7-ft deer fence using t-posts and lightweight mesh) be permitted?

Per the policy, "seasonal hoops and structures are acceptable, but must be removed at the end of the season." My first reaction is fencing may fall within this policy, but would have to come down in the winter.

4. Would I be allowed to place a small, removable shed on the leased property (not on a foundation)?

I don't believe this is allowable under our policy.

5. What are the lease lengths? I'd be very interested in long-term lease opportunities.

All lease agreements are for one year.

6. Once the diversion is completed and flood zones change, will land use restrictions also change?

Not for the flood lot properties. These properties were acquired through FEMA and permissible uses are very specific.

7. What is the lease approval process? Is it reviewed by the planning commission or the full county commission?

Per the policy, for the type of use you're describing, approval by the County Commission would be required.

8. Through my work with the Refugee Agriculture Program and Cass Clay Food Partners, I've seen high demand for community garden space. Yunker Farm's garden plots sell out quickly, and upcoming construction will reduce availability. Would Cass County be open to establishing community garden plots on county-owned land? If so, I'd be happy to develop a proposal with guidelines for administration, ensuring compliance and maintenance. I could lease multiple lots, prepare them, and sublease them to individual gardeners.

I would say no option is off the table, except for limitations described above and are written in policy, but in general the intent of this policy is that the vast majority of leases will go to adjacent landowners specifically so the Cass County is not in the position of having to resolve questions/misunderstandings/disputes between users and neighboring property owners. The county's past experience was that managing these properties took an inordinate amount of time when the County was less restrictive about who leased them. I'm not saying a community garden would create more interactions or require more attention than leasing to an adjacent landowner, but it certainly has the potential to.

9. Since County Planning falls under Commissioner Tony Grindberg's portfolio, should I direct these questions to him? I worked with him previously when he was on the Cass Clay Food Commission before Commissioner Flakoll took over. He is also familiar with my previous work at Global Refuge with the Refugee Agricultural Partnership Program.

I think your best bet is to utilize the information I'm providing, and let's follow-up if my answers don't fully answer your questions. If, after we have a chance to talk you're still not getting the information you feel you need, I would recommend we wait until Taylor is back in the office as she has much more immediate information about the current status of the various parcels. Thanks. Please call anytime.

-Robert

I appreciate your time and any guidance you can provide. Looking forward to your response.

Best regards,  
**Eric Hegg**

**Email:** [REDACTED]

**Cell:** [REDACTED]

## Wilson, Robert

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**From:** Kevin Dahl ·  
**Sent:** Thursday, March 20, 2025 6:12 PM  
**To:** Wilson, Robert  
**Subject:** Re: Land Lease

### CAUTION: EXTERNAL EMAIL

Hello Robert, so I learned of this leased parcel through research on county websites and such when looking for small parcels to rent for deer hunting. Bow hunting is what I intend to use this for along with keeping the property up to par for whichever needs to be done with it while leasing. I am a resident of Horace and just looking for something a little closer to do the hobby I enjoy most. I intend to use it most in the later parts of the year for hunting but intend to keep up with maintenance of said property every other week or 2. So as of now I have informed of all of this information to Taylor previously months ago. But thank you for reaching out now. I was hoping I didn't fall into a crack and forgotten about. Thanks!

[Sent from Yahoo Mail for iPhone](#)

On Thursday, March 20, 2025, 5:00 PM, Wilson, Robert <WilsonRo@casscountynd.gov> wrote:

Kevin,

Thanks. Can you fill me in with a little more background on your request to lease this parcel? The policy that governs flood lot leases to individuals specifies that lots will only be leased to adjacent property owners. There is a process to seek an exemption to this policy by the request being reviewed by the County Administrator, County Planner, Weed Control Officer and Portfolio Commissioner for Weed Control. I'm in the process of setting up a meeting of that group to review this request.

In the meantime, if there's any additional information you can provide about this request – if you live near the property, how you learned of it, specific intended uses, anticipated frequency of use/maintenance of the property. Basically, anything you can tell me about how you envision using the property will help me inform this group.

The policy states that following a review by this group any lease approved with a non-adjacent land owner would need to be approved by the Commission. I realize you may have provided some of this information to Taylor already, and if I'm doubling up on questions I apologize. But with this information, I will get this process going and try to have a definitive answer for you within a couple weeks.

And feel free to call me at anytime if you have questions. 701-241-5770.

Thanks,

Robert

**From:** Kevin Dahl  
**Sent:** Wednesday, March 19, 2025 5:03 PM  
**To:** Wilson, Robert <WilsonRo@casscountynd.gov>  
**Subject:** Re: Land Lease

CAUTION: This email contains

Hello Robert, yes I am still interested in this parcel. I was awaiting a council meeting in regards to this and have not received an answer per our emails. Thanks!

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, March 19, 2025, 3:38 PM, Wilson, Robert <WilsonRo@casscountynd.gov> wrote:

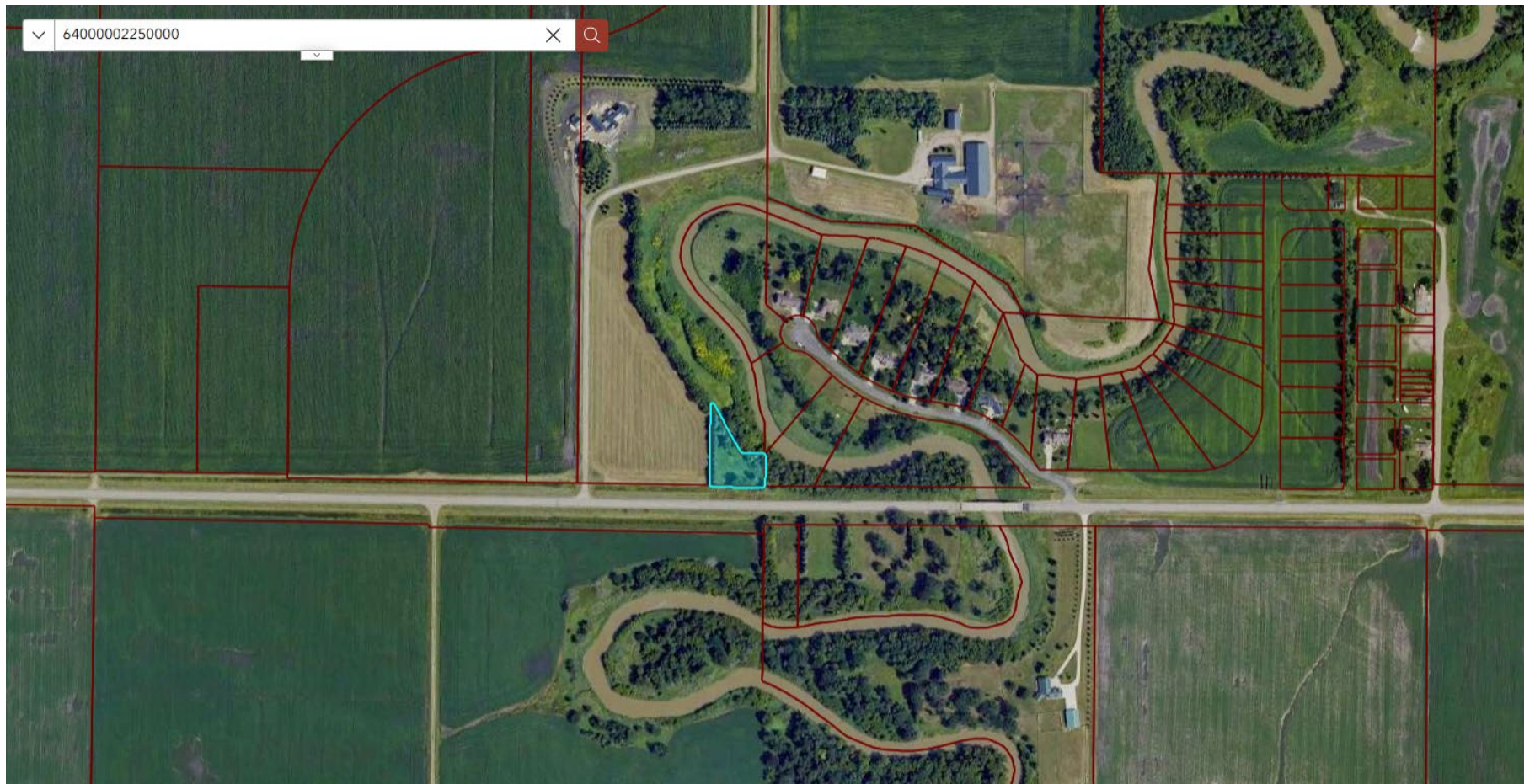
Kevin,

My name is Robert with Cass County Government. Back in November you reached out to Taylor Kaushagen in my office about interest in leasing Parcel# 64000002250000. I apologize for the delay in responding, but is that something you're still interested in? I can't make any promises, but if you're still interested I'd like to provide you some more information.

Thanks,  
Robert W. Wilson  
County Administrator  
Cass County Government  
Fargo, ND  
701-241-5770 (Office)  
701-373-9905 (Mobile)  
[WilsonRo@casscountynd.gov](mailto:WilsonRo@casscountynd.gov)

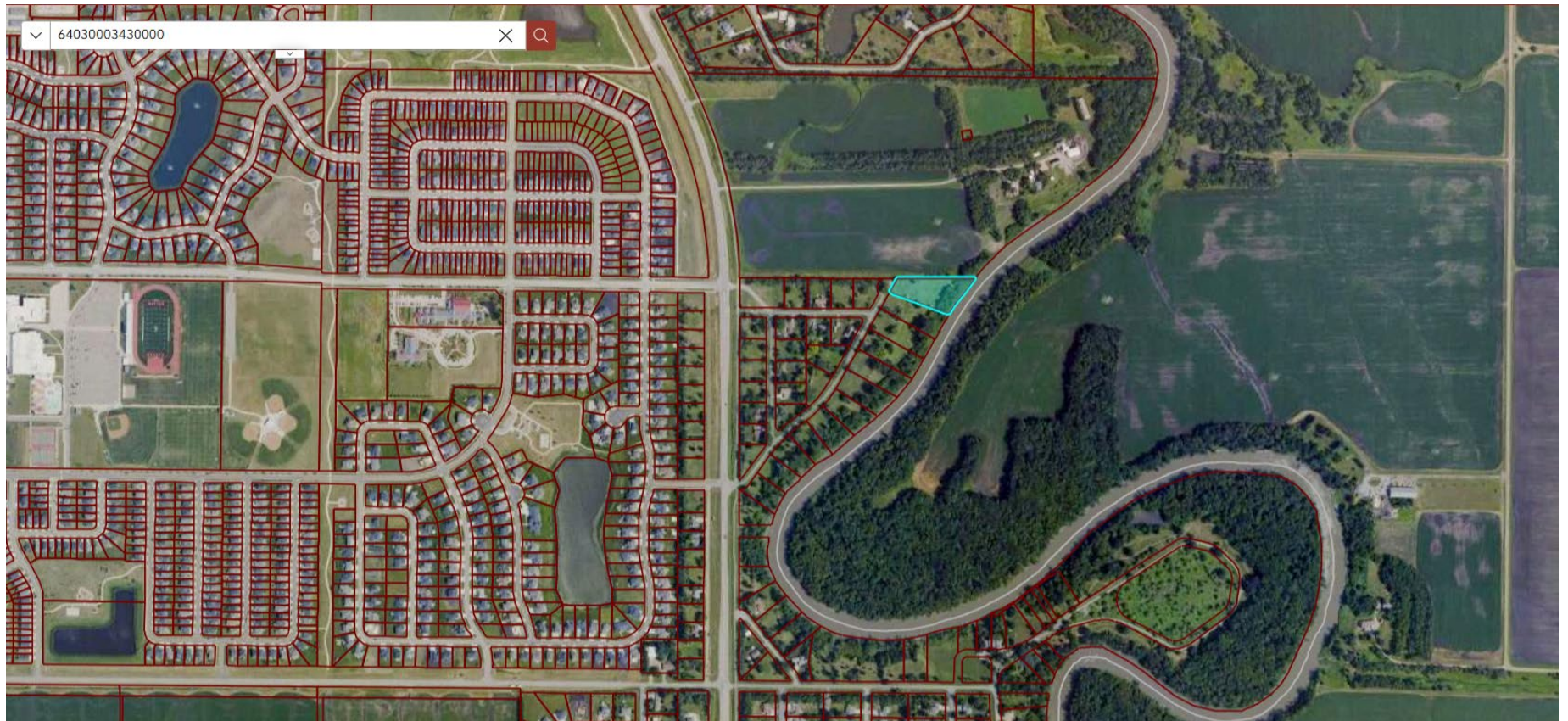


Parcel #64000002250000





Parcel #64030003430000





Parcel #64030003431000

