

City of Fargo Staff Report			
Title:	Jerstad-Thompson Second Subdivision	Date:	4/1/2026 6/4/2026
Location:	2722 and 2748 44 th Avenue North	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lots 5 & 6, Block 3 of Jerstad-Thompson Subdivision		
Owner(s)/Applicant:	Dean R. Slotten Trust and Prime Investments, LLC	Engineer:	Lowry Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 5 & 6, Block 3 of Jerstad-Thompson Subdivision)		
Status:	City Commission Consent Agenda: June 8, 2026		

Existing	Proposed
Land Use: Industrial uses	Land Use: No Change
Zoning: LI, Limited Industrial	Zoning: No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.	Uses Allowed: No Change
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No Change

Proposal:
The applicant requests one entitlement: 1. Minor Subdivision, entitled <i>Jerstad-Thompson Second Subdivision</i>, a replat of lots 5 & 6, Block 3 Jerstad-Thompson Subdivision. Surrounding Land Uses and Zoning Districts: • North: Limited Industrial with industrial uses; • East: Limited Industrial with industrial uses; • South: Limited Industrial with industrial uses; • West: Limited Industrial with industrial uses.

Area Plans:

The 2024 Fargo Growth Plan depicts the place type designation as “General Industrial and Flex Warehouse.” Primary uses within this place type are light and general industrial and flex warehouse. Secondary uses are commercial uses specifically related to the primary use. The current zoning is consistent with this place type.

Context:

Schools: The subject property is located within the Fargo School District and is served by Washington Elementary, Benjamin Franklin Middle and Fargo North High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: The North Softball Complex is approximately 3 miles northwest of the subject property.

Pedestrian / Bicycle: There are no on-road or off-road bike facilities adjacent to this property.

MATBUS Route: The subject property is not on a MATBUS route at this time.

Staff Analysis:

The applicant is seeking approval for a minor subdivision located at 2722 and 2748th 44 Street North and encompasses 1.45 acres of land. The request is to combine Lots 5 & 6, Block 3 of Jerstad-Thompson Subdivision into a 1 Lot, 1 Block minor subdivision entitled **Jerstad-Thompson Second Subdivision**. Even though this property is within city limits, it is designated as “subdivision” in order to be consistent with the name of the original plat. Both properties are currently zoned LI, Limited Industrial and no zone change is proposed.

AGREEMENT

A proximity agreement for the subdivision has been signed by the property owners. This is a standard agreement between the City of Fargo and owners of property in close proximity to Hector International Airport and the overflow sewage lagoons. With this agreement, the property owners acknowledge the existence of these facilities and the potential for aircraft noise and sewage odor. The City Commission will take final action on this agreement. This agreement is attached. Approval of this agreement is part of the approval motion.

This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The requested minor subdivision combines two existing lots into a single lot for industrial use. The current zoning is LI, Limited Industrial. No zone change is proposed. The 2024 Fargo Growth Plan depicts the place type designation as “General Industrial and Flex Warehouse.” In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out

to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed: 1) **Jerstad-Thompson Second Subdivision** as presented; and 2) the proximity agreement as noted above, as the proposal complies with the adopted 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 7, 2026

At the April 7th, 2026 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed **Jerstad-Thompson Second Subdivision**, as presented, as the proposal complies with the adopted Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code".

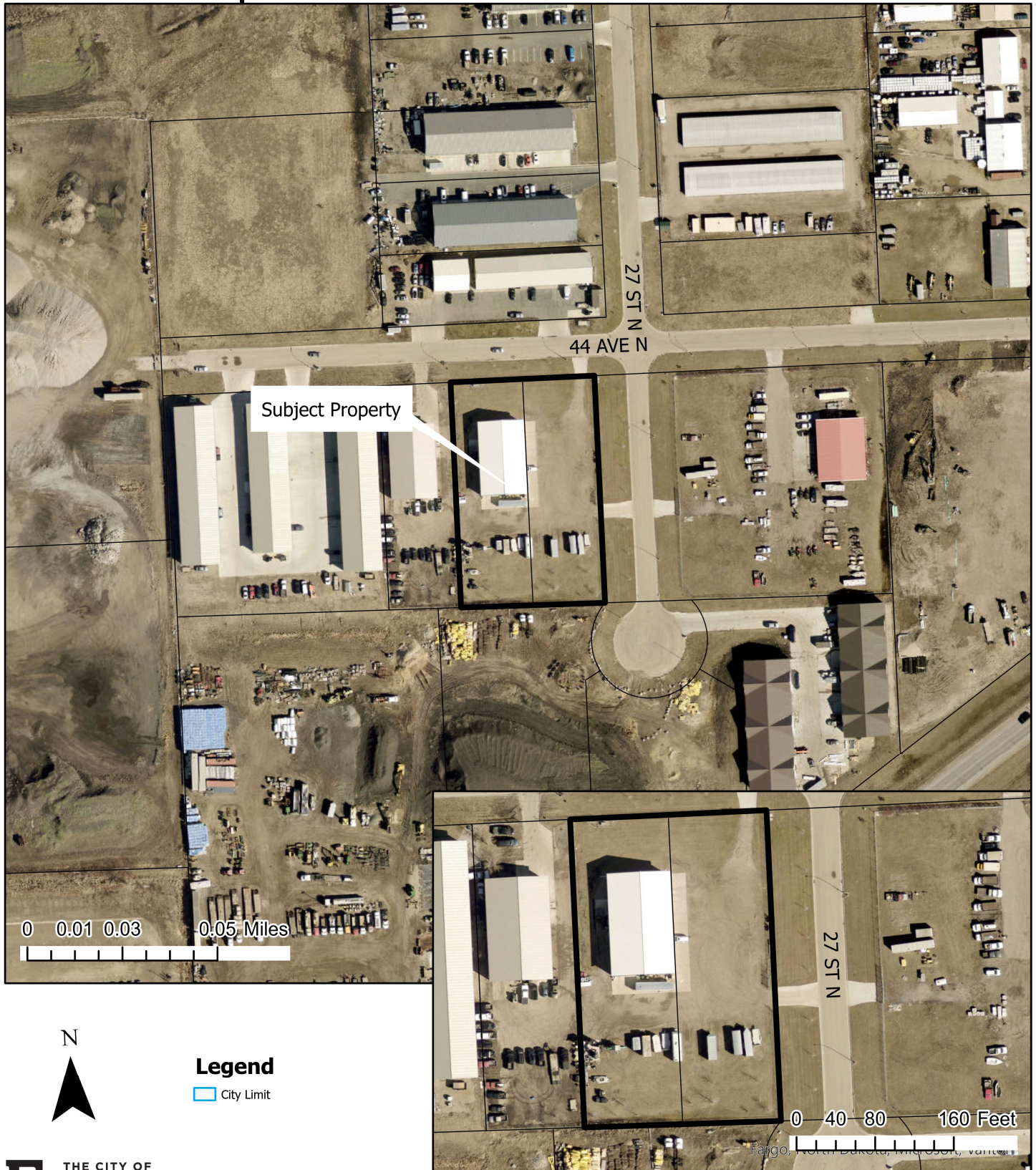
(NOTE: The proximity agreement was not included in the Planning Commission approval motion as that Commission would take no action on this item.)

Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Proximity Agreement

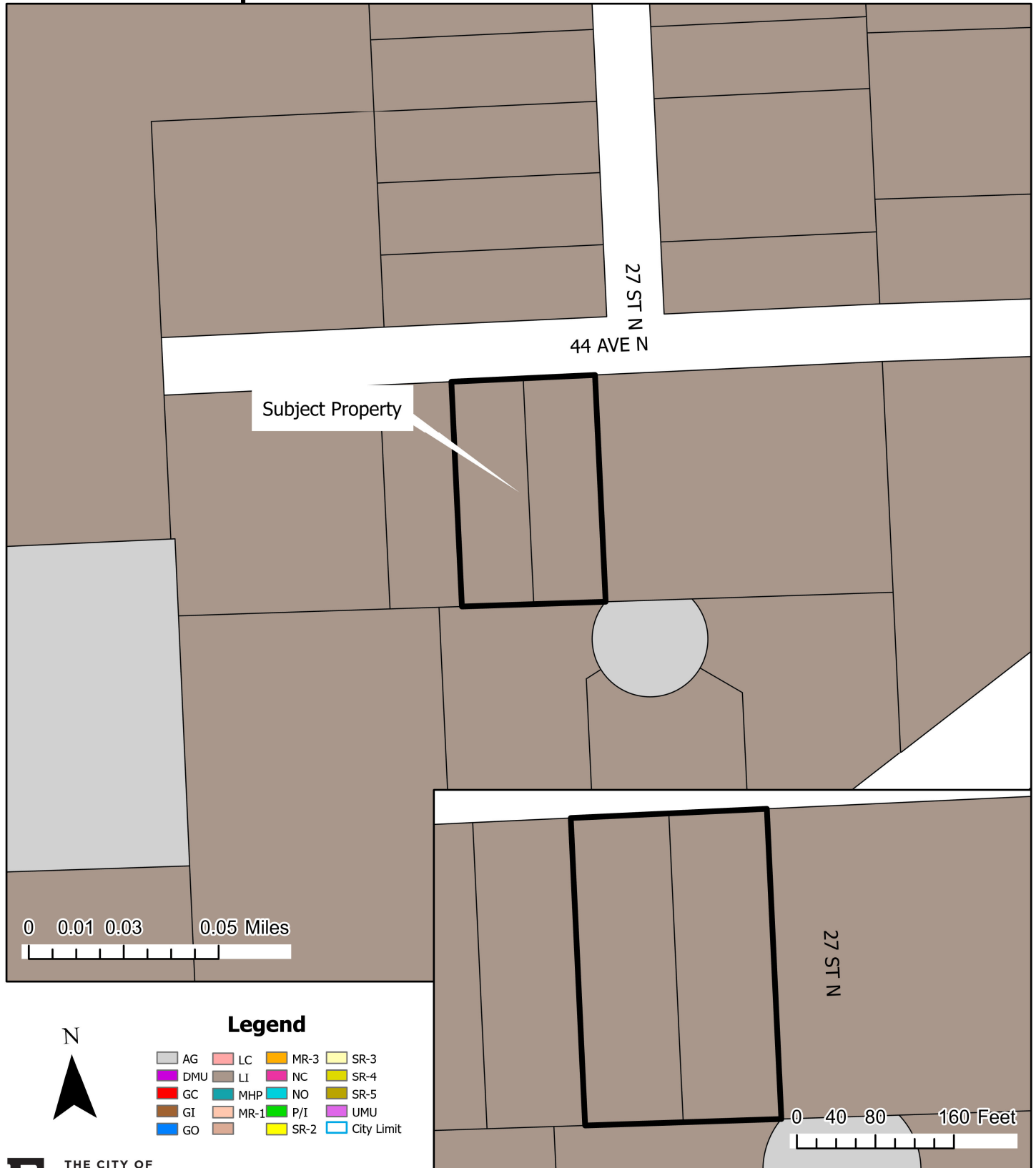
Minor Subdivision

Jerstad Thompson Second Subdivision 2722 and 2748 44th Avenue North



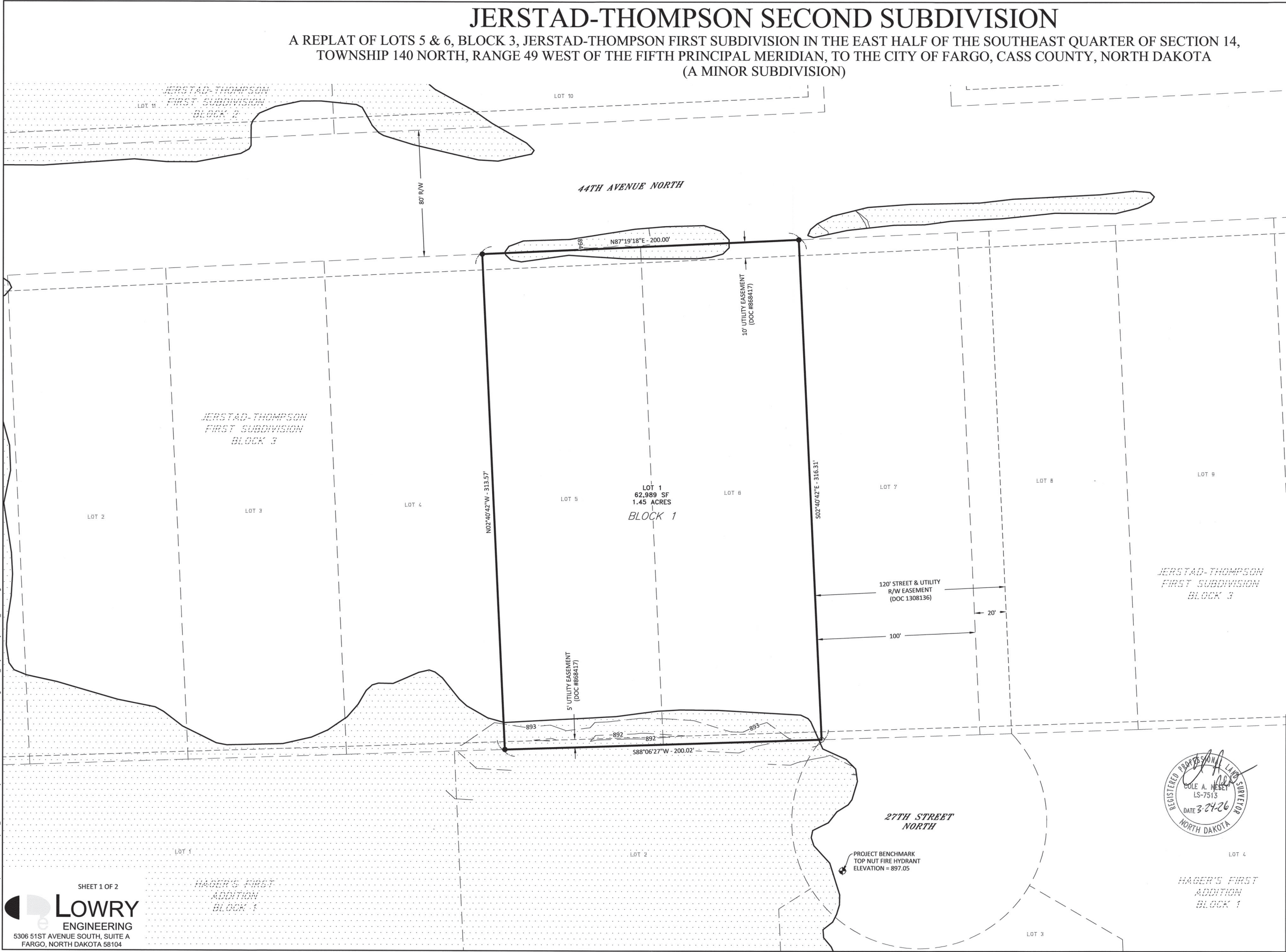
Minor Subdivision

Jerstad Thompson Second Subdivision 2722 and 2748 44th Avenue North



JERSTAD-THOMPSON SECOND SUBDIVISION

A REPLAT OF LOTS 5 & 6, BLOCK 3, JERSTAD-THOMPSON FIRST SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



LEGEND

●	MONUMENT SET
○	MONUMENT FOUND
R/W	RIGHT OF WAY
- - - - -	EX. EASEMENT
- - - - -	EX. PROPERTY LINE
- - - - -	EX. SECTION LINE
- - - - -	PROPERTY LINE
— — — — —	PROPERTY BOUNDARY LINE
- - - - -	NEW EASEMENT LINE
[Pink Shaded Area]	SPECIAL FLOOD HAZARD AREA

SURVEY INFORMATION

DATE OF SURVEY: DECEMBER, 2025
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM,
DECEMBER 1992, US SURVEY FOOT
VERTICAL DATUM: NAVD88

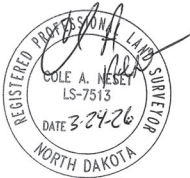
BENCHMARK 1: T-NUT OF HYDRANT IN THE SOUTHWEST
QUADRANT OF THE 27TH STREET NORTH CULDESAC
ELEVATION = 897.05 FEET

NOTES

1. ALL DISTANCES ARE GROUND DISTANCES, US SURVEY FOOT.
2. ZONE AE: SPECIAL FLOOD HAZARD AREAS SUBJECT TO
INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.
FEMA MAP NUMBER 38017C0579G
EFFECTIVE JANUARY 16, 2015
BASE FLOOD ELEVATION 892.99 (NAVD 88)

FOR RECORDING PURPOSES ONLY

06/19/26 01:59:34PM Z:\Lowry Shared Files\Projects_2025\25136 - Dylan Sletten 44th Ave N Project\Drawings\25136 - Project\Survey\X-File_25136.dwg



HAGER'S FIRST
ADDITION
BLOCK 1

JERSTAD-THOMPSON SECOND SUBDIVISION

A REPLAT OF LOTS 5 & 6, BLOCK 3, JERSTAD-THOMPSON FIRST SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT PRIME INVESTMENTS, LLC AND DEAN R SLOTTEN TRUST, ARE THE OWNERS OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 5 & 6, BLOCK 3, JERSTAD-THOMPSON FIRST SUBDIVISION

SAID OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS JERSTAD-THOMPSON SECOND SUBDIVISION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNERS HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, ALL UTILITY EASEMENTS AS SHOWN ON SAID PLAT. SAID JERSTAD-THOMPSON SECOND SUBDIVISION, CONSISTS OF 1 LOT AND 1 BLOCK, AND CONTAINS 1.45 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

DEAN R. SLOTTEN TRUST

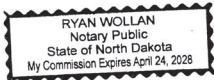
CONTRACT FOR DEED VENDOR
OWNER OF ALL LOTS AND BLOCKS

BY:

DEAN SLOTTEN

STATE OF NORTH DAKOTA)

COUNTY OF CASS) SS



ON THIS 10th DAY OF APRIL, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DEAN SLOTTEN, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

PRIME INVESTMENTS, LLC

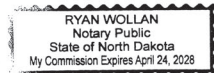
CONTRACT FOR DEED VENDEE
OWNER OF ALL LOTS AND BLOCKS

BY:

DYLAN SLOTTEN
OWNER

STATE OF NORTH DAKOTA)

COUNTY OF CASS) SS



ON THIS 10th DAY OF APRIL, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DYLAN SLOTTEN, OWNER PRIME INVESTMENTS, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS JERSTAD-THOMPSON SECOND SUBDIVISION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.
DATED THIS 24 DAY OF MARCH, 2026.

COLE A. NESET,
REGISTERED LAND SURVEYOR
LS-7513

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 24th DAY OF MARCH, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

TOM KNAKMUHS, P.E.
CITY ENGINEER

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDERED FILED THIS _____ DAY OF _____, 20____.

TIMOTHY J. MAHONEY, MAYOR

ATTEST:
ANGIE BEAR, DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY AND ANGIE BEAR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED ON BEHALF OF THE CITY OF FARGO.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY PLANNING COMMISSION APPROVAL

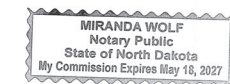
THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 7th DAY OF April, 2026.

MARANDA R. TASA, CHAIR
FARGO PLANNING COMMISSION

STATE OF North Dakota)
COUNTY OF Cass)

ON THIS 22nd DAY OF April, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: Cass STATE: North Dakota



FOR RECORDING PURPOSES ONLY

SHEET 2 OF 2

AGREEMENT

(Proximity of Airport, Noise Attenuation and Sewage Lagoons)

THIS AGREEMENT, Made and entered into this ____ day of _____, 2026, by and between Prime Investments, LLC (Lot 1, Block 1) , hereinafter referred to as "Owner," and CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Owner is the record owner of a tract of land located in Cass County, North Dakota, said tracts being more particularly described hereinafter; and,

WHEREAS, said tract is located within the City of Fargo; and

WHEREAS, Owner has made a development request of the City for a subdivision and,

WHEREAS, the Board of City Commissioners of the City have approved a subdivision to effect such change upon the condition that the Owner and Owners' successors in interest be bound to a covenant acknowledging the proximity of Hector International Airport and the City's sewage lagoons to Owners' property; and,

WHEREAS, Owner is willing to execute and to have recorded an agreement wherein Owner recognizes the proximity of said facilities in regard to all of the property owned or to be owned by the Owner hereinafter described and including all other terms mentioned above; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, IT IS HEREBY AGREED as follows:

1. The subject of this Agreement, and the covenant herein, is the Owners' property, situate in the County of Cass and State of North Dakota, more fully described as:

Lots 1, Block 1, Jerstad-Thompson Second Subdivision to the city of Fargo.

[hereinafter referred to as the "Subject Property"]

2. As a condition of City's approval of said platting and zoning, Owner does hereby covenant and agree with the City that said Owner will never institute any suit or action at law or otherwise against the City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation against the City for or on account of any damage, loss or injury either to person or property, or both, resulting or which may result by reason of the use of the Subject Property in relation to the location and use of Hector International Airport and specifically for damages caused or allegedly caused by the noise of the take-off or landing of jet-propelled or other aircraft from the present runways or any future runways of the present Hector International Airport or for any other noise incidental to the operation of said airport; also from any vibration generated by said aircraft or from any pollutants or contaminants created from such aircraft usage, unless such actions or causes of actions, claims, demands, liabilities, losses, damages, or expenses are caused directly by commercially unreasonable or unlawful actions. This provision shall include the Municipal Airport Authority of the City of Fargo, as well as any subsequently formed regional airport authority that may be formed to operate the airport facilities. All parties agree that this provision and all of the terms and conditions of this Agreement shall be deemed to be covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable against all parties, and their respective successors, assigns, tenants, lessees, invitees, agents, heirs, executors, administrators, and personal representatives. The parties agree that this provision and Agreement shall be binding upon all future owners, lessees, tenants, and users of the Subject Property.

3. Prime Investments, LLC agrees that they will at all times indemnify City, and hold and save the City harmless from and against any and all actions or causes of actions, claims, demands, liability, loss, damage, or expense of whatsoever kind and nature, including counsel or attorney's fees, which the City shall or may at any time sustain or incur by reason or in consequence of the use of the Subject Property for any lawful purposes and specifically for any damages caused or allegedly caused to the Subject Property by the noise of the take-off or landing

of jet-propelled or other aircraft from the present runway or any future runways of the present Hector International Airport or for any other noise incidental to the operation of said airport, or which the City may sustain or incur in connection with any litigation, investigation or other expenditures incident to such use of the Subject Property, including any suit instituted to enforce the obligations of this agreement of indemnity, and Prime Investments, LLC agree to pay to City all sums of money, with interest, which the City shall or may pay or cause to be paid, or become liable to pay, on account of or in connection with such use of the Subject Property, unless such actions or causes of actions, claims, demands, liabilities, losses, damages, or expenses are caused directly by commercially unreasonable or unlawful actions. This provision shall include the Municipal Airport Authority of the City of Fargo, as well as any subsequently formed regional airport authority that may be formed to operate the airport facilities.

4. Paragraphs two (2) and three (3) above shall also apply in all regards to the sewage lagoons owned by the City of Fargo and specifically concerning any odors emanating from said lagoons.

5. Owner agrees that this agreement shall be recorded on the above-described property and specifically agrees that the following covenants shall apply to the above-described property:

FAIR DISCLOSURE STATEMENT

Sewage Lagoons – The tract of land hereby conveyed and legally described lies within the vicinity of certain sewage lagoons owned and maintained by the City of Fargo and may be impacted by odors emanating from said lagoons. The level of usage of said lagoons may vary, from time to time, so that at times the lagoons are “dry” and at other times the lagoons may contain sewage for treatment purposes and that, as a result, there may be no appreciable odor emanating from the lagoons and at other times there may be an appreciable odor emanating from the lagoons.

Airport -- The tract of land hereby conveyed and legally described lies within the vicinity of Hector International Airport and may be impacted by noise associated with the operations of said airport including noise from the take-off or landing of jet propelled or other aircraft from the present runways or any future runways of the present Hector International Airport or for any other noise incidental to the operation of said airport; or from any vibration generated or from any pollutants or contaminants created from such aircraft usage. The airport normally operates seven days per week throughout the entire year and is open for flight operation at all hours. The present level of operations will continue and expand for the foreseeable future.

The noise rating of this tract, due to airport operations at the above-named airport according to the Noise Evaluation and Land Use Compatibility Study (1990-91) is above 65 in the DNL rating system.

The United States Department of Housing and Urban Development (HUD), Circular 1390.2 of 4 August 1971, Subject: Noise Abatement and Control: Departmental Policy, Implementation Responsibilities, and Standards, as well as any subsequent or replacement provisions established the following external noise exposure standards for the new construction of residential and other noise sensitive utilization:

Airport Environs

Land Zone	Site Suitability Classification
Above 75	Clearly unacceptable
65-75	Discretionary: Normally unacceptable
Below 65	Clearly acceptable

These site suitability classifications are further defined by HUD as:

1. Clearly unacceptable: The noise exposure at the site is so severe that construction costs to make the indoor environment acceptable for the performance of activities would be prohibitive. (Residential areas: the outdoor environment would be intolerable for normal residential use.)

2. Normally unacceptable: The noise exposure is significantly more severe so that unusual and costly building constructions are necessary to ensure adequate performance of activities. (Residential areas: barriers must be erected between the site and prominent noise sources to make the outdoor environment tolerable.)

3. Clearly acceptable: The noise exposure is such that the activities associated with the land use may be carried out with essentially no interference from aircraft noise. (Residential areas: both indoor and outdoor noise environments are pleasant.)

Certification

The undersigned purchaser of said tract of land, certifies that (s)he (they) has (have) read the above statement and acknowledge(s) the preexistence of the airport named above and the right of said airport to continue to operate and also recognizes the City of Fargo sewage lagoon existence.



Owner

In the event Owner does not include the foregoing statement in the purchase agreement or deed, it shall, nonetheless, constitute a covenant and restriction running with the land and shall bind any future owner to recognition of the herein referenced facts.

6. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto and shall constitute a covenant running with the property described hereinbefore.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

(Signature pages to follow.)

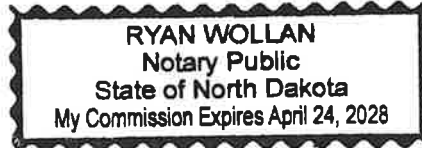
OWNER:

DEAN R. SLOTTEN TRUST

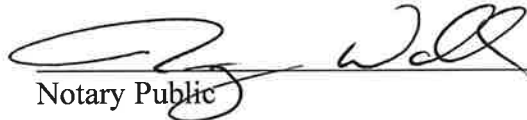


DEAN SLOTTEN, Contract for Deed Vendor
Owner of all Lots and Blocks

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



On this 16TH day of MARCH, 2026, before me, a notary public within and for said county and state, personally appeared **DEAN SLOTTEN, CONTRACT FOR DEED VENDOR**, to me known to be the persons described in and that executed the foregoing instrument, and acknowledged to me that they executed the same.



Notary Public

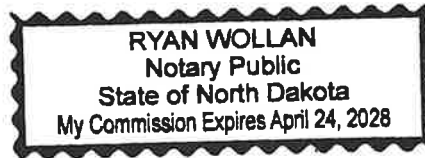
(S E A L)

OWNER:
PRIME INVESTMENTS, LLC



DYLAN SLOTTEN, Contract for Deed Vendee
Owner of all Lots and Blocks

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



On this 10TH day of APRIL, 2026, before me, a notary public within and for said county and state, personally appeared **DYLAN SLOTTEN, CONTRACT FOR DEED VENDEE**, to me known to be the persons described in and that executed the foregoing instrument, and acknowledged to me that they executed the same.



Notary Public

(S E A L)

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
TIMOTHY J. MAHONEY, Mayor

ATTEST:

ANGIE BEAR, Deputy Auditor on Behalf of City Auditor

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

On this _____ day of _____, 20__, before me, a notary public within and for said county and state, personally appeared **TIMOTHY J. MAHONEY** and **ANGIE BEAR**, to me known to be the Mayor and Deputy Auditor on Behalf of City Auditor, respectively, of THE CITY OF FARGO, NORTH DAKOTA, the municipal corporation described in and that executed the foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

Notary Public

(S E A L)