

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Conveyance of Subdivided Properties

Location: Parkview South Eighth Addition

Date of Hearing: 7/27/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/17/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Shawn Bullinger</u>

The Committee reviewed the accompanying correspondence from Land Acquisition Specialist, Shawn Bullinger, regarding the conveyance of subdivided properties to adjacent westerly landowners to be purchased and combined with the purchaser's existing parcel.

The subdivision was completed as Parkview South Eighth Addition and was approved by the City Commission on November 5, 2018. Staff is requesting authorization to move forward with the conveyance of the subdivided properties. The proposed process includes:

- Preparing purchase agreements for Lots 3-18 for the conveyance of the subdivided parcels to the adjacent property owners located immediately west of the property.
- Conveying the property for a nominal fee; conveyance will begin from the middle (Lot 9 or 10) and work outwards.
- Require each purchaser to complete a Land Boundary (Split/Combine) Request Form at the time the purchase agreement is executed.

Staff has coordinated with the City Attorney's Office to prepare the necessary purchase agreements and a resolution authorizing the sale of City-owned property.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of the conveyance of the subdivided properties with a nominal fee of \$1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the conveyance of the subdivided properties to the adjacent westerly landowners for a nominal fee, subject to the execution of purchase agreements requiring each parcel to be combined with the purchaser's existing parcel, and authorize the signing of a resolution approving and authorizing the sale and conveyance of the properties.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Joshua Boschee, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Shawn G. Bullinger, Land Acquisition Specialist
Date: July 23, 2026
Re: Convey City-owned land to adjacent property owners – Lots 3-18 Parkview South Eighth Addition

Background:

In October 2017, a memorandum was presented to the Public Works Project Evaluation Committee requesting authorization to plat Lot 2, Block 32, Parkview South Second Addition. The property had originally been intended to serve as private park amenities, located behind residential lots. However, ownership of the property was ultimately acquired by the City through tax deed proceedings following the nonpayment of property taxes.

The October memorandum recommended that the property be subdivided with the intent of conveying the resulting parcels to the adjacent westerly property owners for a nominal fee. The Committee authorized staff to proceed with the platting process.

The subdivision was subsequently completed as Parkview South Eighth Addition, Lots 1-18, Block 1, and was approved by the City Commission on November 5, 2018. While the platting process has been completed, the conveyance of the newly created lots to the adjacent westerly property owners has not yet occurred.

Discussion:

Staff is requesting authorization to move forward with the original intent outlined in the 2017 memorandum.

The proposed process includes:

- Preparing purchase agreements for Lots 3-18 for the conveyance of the subdivided parcels to the adjacent property owners located immediately west of the property.
- Conveying the property for a nominal fee; conveyance will begin from the middle (Lot 9 or 10) and work outwards.
- Requiring each purchaser to complete a Land Boundary (Split / Combine) Request Form at the time the purchase agreement is executed.

Staff has coordinated with the City Attorney's Office to prepare the necessary purchase agreements and a resolution authorizing the sale of City-owned property. Upon execution of the purchase agreements and completion of the required land boundary combination process, the purchase agreements will be presented to the City Commission for final approval of the conveyances.

This approach fulfills the original intent established in 2017 while transferring ownership and maintenance responsibility to the adjoining westerly property owners and eliminating the City's ongoing ownership of the property.

Recommended Motion:

Authorize staff to move forward with the conveyance of the subdivided properties to the adjacent westerly landowners for a nominal fee, subject to the execution of the purchase agreements requiring each parcel to be combined with the purchaser's existing parcel, and to prepare the necessary documents for City Commission approval.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Plat Creation

Location: Lot 2, Block 32 Parkview South 2nd Addition

Date of Hearing: 10/16/2017

Routing

Date

City Commission
PWPEC File
Project File

X
Ben Dow
Maegin Elshaug

The Committee reviewed the attached memo regarding the history of the linear lots within the Parkview South development that were intended to be parks and subsequently ownership came to the City due to nonpayment of taxes. Staff has been working diligently with the adjacent homeowners to allow them to take over ownership of the lot, as the City does not have interest in owning these parcels.

Staff is seeking authorization to seek a plat to subdivide Lot 2, Block 32, Parkview South 2nd Addition.

On a motion by Tim Mahoney, seconded by Jim Gilmour, the Committee voted to authorize seeking a plat to subdivide Lot 2, Block 32, Parkview 2nd Addition.

RECOMMENDED MOTION

No Commission Action.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

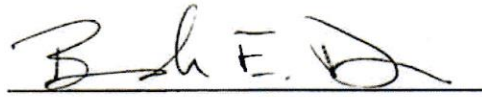
Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Brenda Derrig
☒	☒	☐	

ATTEST:


Brenda E. Derrig, P.E.
Division Engineer



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,
Streets & Sewers,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

MEMORANDUM

October 11, 2017

To: Members of PWPEC

From: Maegin Elshaug, Planner
Ben Dow, Director of Operations

Re: Plat creation in order to subdivide and convey City-owned land to adjacent property owners – Lot 2, Block 32, Parkview South 2nd Addition

The City owns and maintains several lots throughout the Parkview development (southeast of the I29 and I94 interchange), which have come to the City for nonpayment of taxes over the years. Staff intends to create a process to subdivide and convey the land to adjacent property owners.

The land in Parkview South 2nd Addition was platted in 1991 and is part of the larger Parkview development. The development included several linear lots that were intended to be park amenities, located behind residential lots. In 1995, Lot 2, Block 32, Parkview South 2nd Addition, which is located at 3210 26 Ave S, became under the ownership of Cass County for nonpayment of taxes. In the same year, the city acquired the lot from the county.

In 2008 and 2013, efforts were made by the City to address the lots. Meetings with adjacent property owners were held, where owners were asked to choose one of three options: 1) The city would subdivide the property and convey lots to abutting owners for a nominal fee; 2) the city would continue to own; and 3) the city would convey ownership to an HOA, who would then be responsible for maintenance (the fourth option in 2013 was to do nothing). The result was no consensus by the adjacent property owners, and no further steps were taken.

Today, there are a group of owners on the west side of Lot 2, Block 32, Parkview South 2nd Addition that seek ownership of the land east of their individual property. One property owner has been a contact over the last several years, and has confirmed that adjacent owners seek ownership, even through property owner changes. To staff's knowledge, all current owners are aware of the situation and are in agreement. It is staff's understanding that there is one property owner to the north that does not want to own, however, the City can still access this property from the right-of-way, as indicated on the attachment.

Staff has identified a process to address this lot, similar to the first option from 2008. Staff intends to subdivide the property and sell to the adjacent property owner for a nominal fee. The City Attorney's office will draft documents to convey ownership and to tie each property owner's lots with their new lot. In order to avoid land-locked parcels if some property owners choose to not take the land, either all or no properties will be conveyed, or conveyance will begin towards the middle and work out.

There are several other city-owned lots similar to this indicated on the attachment. This process is intended to be used as a template to address the other lots. The request before you is to allow Public Works to seek a subdivision plat for Lot 2, Block 32, Parkview South 2nd Addition through an existing MSA.

SUGGESTED MOTION:

Authorize the Public Works Department to seek a plat to subdivide Lot 2, Block 32, Parkview South 2nd Addition.

Parkview Development



Legend

- City-owned Lots
- Lot 2, Block 32, Parkview South 2nd Addition
- Property to be conveyed
- Property to remain owned by City

1 inch = 417 feet

The following information was researched by the undersigned, on request, as a public service. The undersigned certifies that the information contained in this letter is accurate based on or relating to the information supplied; however, neither the undersigned nor the City assumes liability for errors and omissions. All information was obtained from public records which may be inspected during regular business hours.

(20)

City of Fargo Staff Report			
Title:	Parkview South Eighth Addition	Date:	6/27/2018
		Update:	10/31/2018
Location:	3210 26 th Avenue South	Staff Contact:	Maegin Elshaug
Legal Description:	Lot 32, Block 2, Parkview South Second Addition		
Owner(s)/Applicant:	City of Fargo	Engineer:	KLJ
Entitlements Requested:	Minor Subdivision (Replat of Lot 32, Block 2, Parkview South Second Addition and Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat)		
Status:	City Commission Public Hearing: November 5, 2018		

Existing	Proposed
Land Use: Vacant	Land Use: Household Living
Zoning: SR-2, Single-Dwelling Residential	Zoning: No change
Uses Allowed: SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No change
Maximum Density Allowed (Residential): 5.4 units per acre	Maximum Density Allowed (Residential): No change
Maximum Lot Coverage Allowed: 35% of lot	Maximum Lot Coverage Allowed: No change

Proposal:

The applicant, the City of Fargo, is requesting a minor subdivision, entitled **Parkview South Eighth Addition**, which is a replat of Lot 32, Block 2, Parkview South Second Addition, and a Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat. Lots 1, and 3-16 do not meet the minimum lot size for the SR-2, Single-Dwelling zoning district. The subject property is located at 3210 26th Avenue South and is comprised of approximately 2.06 acres.

The Parkview Development was developed to use this and other similar lots as amenities. However, the city acquired the property from Cass County from non-payment of taxes. The City of Fargo is preparing the properties to allow adjacent property owners in the original Parkview Development or other adjacent development to have the opportunity to acquire the property in the future. This process is yet to be determined and may serve as a template for other lots similar to this in the Parkview Development.

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.

Surrounding Land Uses and Zoning Districts:

- North: Across 26th Avenue South, SR-2, Single-Dwelling Residential, with detached homes.
- East: SR-2, Single-Dwelling Residential, with detached homes.
- South: SR-4, Single-Dwelling Residential, with attached homes.
- West: SR-2, Single-Dwelling Residential, with detached homes.

Area Plans:

No area plans apply.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Ed Clapp Elementary, Carl Ben Middle, and South High Schools.

Neighborhood: The subject property is located in the Bluemont Lakes neighborhood.

Parks: There is Woodbury Park (3501 23rd Avenue South) and Bluemont Park (2751 32nd Avenue South) located within .5 mile from the subject property. Together they offer playground amenities, a basketball court, gazebos, and open space.

Pedestrian / Bicycle: There are off-road bike facilities located along 23rd Avenue South, 25th Street South, and 32nd Avenue South. All facilities are components of the metro area bikeways system.

Staff Analysis:**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 subdivision is intended to subdivide Lot 32, Block 2, Parkview South Second Addition into eighteen lots and one block. Lots 1, and 3-16 are included in the subdivision waiver and are below the minimum lot size of 8,000 square feet in the SR-2 zoning district, as required by Section 20-0501 Residential District Standards. It is intended these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. 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 approximately 10 inquiries on the property, with questions regarding the future of the lots; however, there was no noted concern for the subdivision 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)**

Subdivision Waiver

The LDC stipulates that the following criteria are met before a subdivision waiver can be approved:

1. **Section 20-0907.D.3.a of the LDC stipulates that a Subdivision Waiver must not be detrimental to the public safety, health, or welfare, or injurious to other property or improvements in the area in which the property is located.**

The subdivision waiver is to allow Lots 1, and 3-16 to be smaller than the minimum lot size of 8,000 square feet in the SR-2 zoning district. Lots range in size from 2,949 square feet to 4,866 square feet. It is intended

these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. All adjacent properties are zoned SR-2 and meet minimum lot size standards. Staff finds that the application will not be detrimental to the public safety, health or welfare, or injurious to other property or improvements in the area. **(Criteria Satisfied)**

2. **Section 20-0901.D.3.b of the LDC stipulates that a Subdivision Waiver must represent the least deviation from this Land Development Code that will mitigate the hardship or practical difficulty that exists on the subject property.**

Lots 1, and 3-16, Block 1, of the subdivision do not meet minimum requirements for lot size in the SR-2, single-dwelling, zoning district. This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. The property may be acquired by an adjacent property owner in the future, which currently are zoned SR-2 and meet minimum lot sizes. **(Criteria Satisfied)**

3. **Section 20-0907.D.3.c of the LDC stipulates that a Subdivision Waiver shall not have the effect of waiving any provisions of this development code other than the Subdivision Design and Improvement Standards of Article 20-06.**

This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. **(Criteria Satisfied)**

Update from 7/3/18 Planning Commission meeting: Property owners spoke at the meeting and stated concerns of the amount of time and money invested in the property, maintaining the original intent of the greenspace, questions of potential increase in fees due to specials and property taxes, and the division of land. Some people that provided testimony had questions about the application or future process, but were all generally in support of the application.

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: July 3, 2018

On July 3, 2018, with a 8-0 vote with two members absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

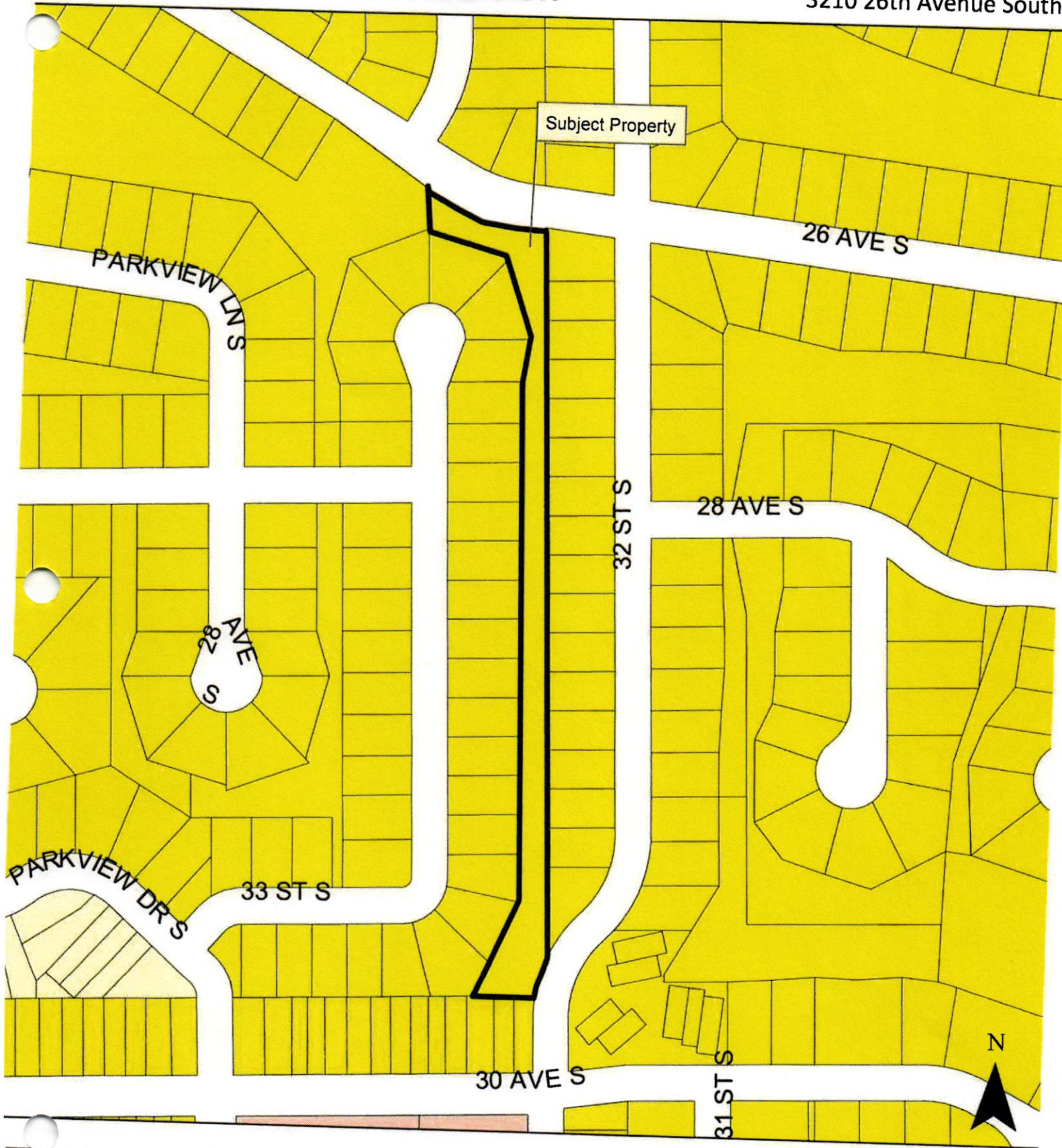
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Public Comments

Plat (Minor) and Subdivision Waiver

Parkview South 8th Addition

3210 26th Avenue South



Legend

AG	DMU	LC	MHP	SR-2
GC	MR-1	MR-2	NO	SR-3
GO	MR-3	UML	City Limits	

300

Feet

Fargo Planning Commission
July 3, 2018

Parkview South 8th Addition

3210 26th Avenue South

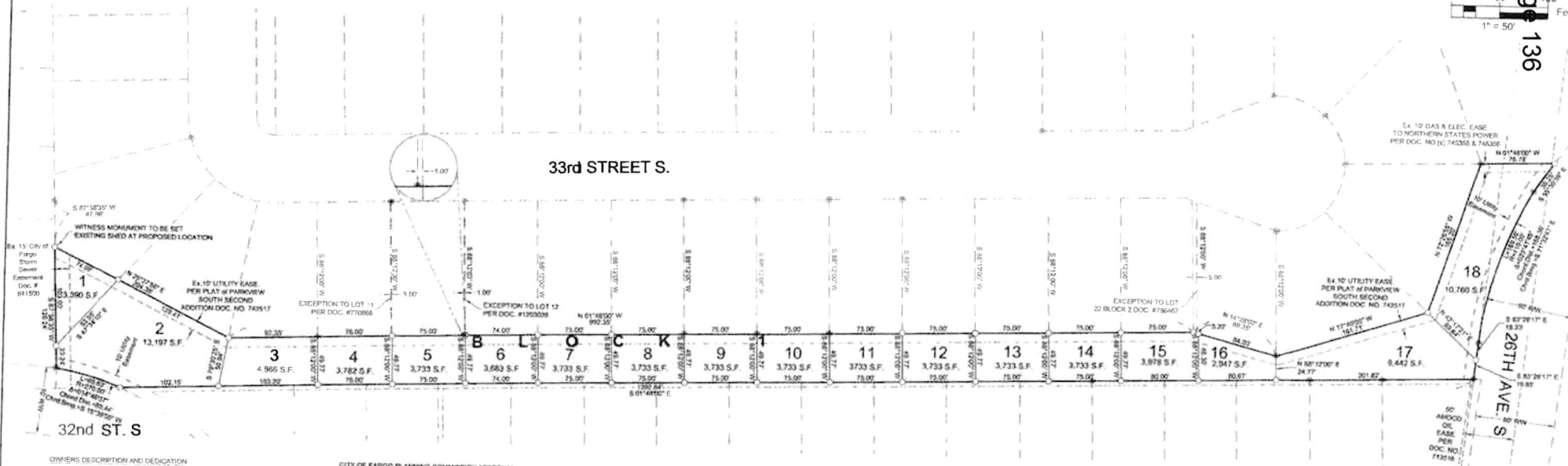


PARKVIEW SOUTH EIGHTH ADDITION

Replat of Lot 32, Block 2, PARKVIEW SOUTH SECOND ADDITION,
to the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

Page 136

0 50 100 Feet
1" = 50'



OWNER'S DESCRIPTION AND DEDICATION

We, the undersigned, do hereby certify that we are the owners of the following land to be described:

Lot 32 of Block 2, PARKVIEW SOUTH SECOND ADDITION to the City of Fargo, North Dakota.

We hereby dedicate the utility easements shown on said plat to the use of the public or to specific grades, if noted.

Said plat contains 2.06 Acres, more or less, and is stuffed in all apartments and rights of way of record.

OWNER

City of Fargo

By Timothy J. Mahoney, Mayor

State of North Dakota

County of Cass

On this _____ day of _____, 2018, before me, a notary public with and for said County and State, personally appeared _____ to me known to be the person described in and who executed the same as a free act and deed.

Steven Sprague, City Auditor

Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission on the _____ day of _____, 2018.

Shawn Fischer, Chair
Fargo Planning Commission

State of North Dakota

County of Cass

On this _____ day of _____, 2018, before me, a notary public with and for said County, personally appeared Shawn Fischer, Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer on the _____ day of _____, 2018.

Shawn Fischer, City Engineer

State of North Dakota

County of Cass

On this _____ day of _____, 2018, before me, a notary public with and for said County, personally appeared Shawn Fischer, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

CITY OF FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and entered Red this _____ day of _____, 2018.

Timothy J. Mahoney, Mayor

ATTEST

Steven Sprague, City Auditor

State of North Dakota

County of Cass

On this _____ day of _____, 2018, before me, a notary public with and for said County, personally appeared Timothy J. Mahoney, Mayor, City of Fargo and Steven Sprague, Auditor, City of Fargo, to me known to be the persons described in and who executed the same as a free act and deed.

Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Chris Ingersoll, Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that the attached plat is a true and accurate representation of the survey of said subdivision and all distances shown on said plat are correct; that the monuments for this guidance of future surveys have been correctly placed in the ground as shown.

Chris Ingersoll, Professional Land Surveyor
North Dakota License #15-8887

State of North Dakota

County of Cass

On this _____ day of _____, 2018, before me, a notary public with and for said County, personally appeared Chris Ingersoll, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

JAMES W. LARSEN
Notary Public
My Commission Expires Feb. 1, 2022

LEGEND

- 5" REBAR W/ CAP L.S. 8887
- MONUMENT FOUND
- ADJACENT PROPERTY LINES
- EXISTING EASEMENT
- PLAT BOUNDARY
- PROPOSED UTILITY EASEMENT

NOTE

Survey is based on Fargo 2007 Coordinate System, Fargo GDS Horizontal Datum, US Survey Feet. Distances shown are Ground distances. Said land of land is subject to any recorded restrictions or encumbrances, either existing or record. Bearings and distances may vary from previous plats due to different methods of measurement.

Maegin Elshaug

From: Todd Kadry <tkadry@gmail.com>
Sent: Sunday, June 17, 2018 8:42 PM
To: Maegin Elshaug
Subject: Parkview South Eighth Addition Subdivision Waiver

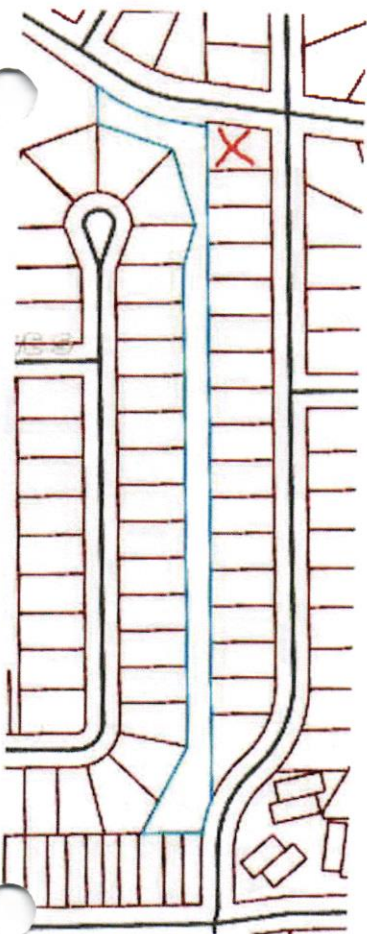
Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Maegin:

My name is Todd Kadry and my family and I live at 2601 32nd Street S in Fargo. I am in receipt of a letter written on June 15, 2018 and addressed to "Property Owner." I am seeking clarification on what is being proposed before the public hearing on July 3rd. Our property is adjacent to the tract of land in question.

Thank you,
Todd Kadry
(701) 955-821



Maegin Elshaug

From: Patti Struchynski <pstruchy@hotmail.com>
Sent: Monday, June 18, 2018 1:03 PM
To: Maegin Elshaug
Subject: Parkview South Eighth Addition

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hello Maegin,

I got the letter in the mail about the Parkview South Eight Addition. The letter is a little vague so I am inquiring for additional information. I am interpreting that the large parkway lot, a portion of which I have been maintaining for approximately 20 years, is being subdivided into 18 smaller lots (smaller than the current Subdivision requirements). Is the subdivision of the lots being requested in a manner that it aligns with the adjacent property to the west of the parkway? Is the intent of doing this to allow the adjacent homeowners a chance to purchase the property? If so, at what anticipated cost? And if purchased, would there be any limitations in regards to what can be done with the property by the new owners? I understand there is a utility easement, would that prevent fencing and permanent structure building? What about other covenants of the lot that are documented in our title/abstract? It seems that there currently is no enforcement of these covenants. Are these null and void?

Thank you for any additional information you can provide me!

Patti Struchynski
2806 33rd Street South, Fargo

Maegin Elshaug

From: Troy DeWitz <TroyDewitz@butlermachinery.com>
Sent: Monday, June 18, 2018 2:11 PM
To: Maegin Elshaug
Subject: Parkview South Eighth Edition

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi, Maegin, I live at 2809 33rd St S, just west (on the other side of the street) of the area discussed in your June 15 letter to property owners. From the looks of it, that is the "parkway" between the two rows of houses to the east and west of the detail. Is that correct? Will this land finally be deeded over to the homeowners?

We have a similar situation in our back yard so I'm just curious to see if that is what this is about.

Thank you. Troy & Shirley DeWitz

Troy DeWitz | Butler Machinery Company | Credit Manager

3401 33rd St SW | Fargo, ND, 58104 | P 701-298-1749 | C 701-799-3418 | F 701-298-1717

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Maegin Elshaug

From: Rod Schauer <rod@completeinvestmentadvisory.com>
Sent: Monday, June 25, 2018 3:29 PM
To: Maegin Elshaug
Subject: Parkview South eight addition

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Maegin,

I am contacting you concerning a letter that is addressed to property owners in the Bluemont lakes area of town. The reason for my inquiry is we are purchasing a home at 2935 32nd St S and are curious about the grassy area to the west and south of the house. My question is are these lots going to be abandoned by the city? Will they homeowners be able to purchase the lots or is there some other outcome that the city is pursuing?

Clarification would be greatly appreciated.

Please Reply,

Rod Schauer ChFC®

COMPLETE INVESTMENT ADVISORY LLC
3211 Fiechtner Dr. S.
Suite 6
Fargo, ND 58103

701-277-9392 phone
877-351-7640 fax

rod@completeinvestmentadvisory.com

www.completeinvestmentadvisory.com

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Maegin Elshaug

From: Larry Holst <rufusholst@gmail.com>
Sent: Tuesday, July 3, 2018 9:03 AM
To: Maegin Elshaug
Subject: Parkview South Eighth Addition

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

To Fargo Planning Commission,

Our names are Larry and Marinell Holst and we live at 2807 32nd Street South in Fargo. We would like to express our concern for Item 7 on your agenda for the meeting on July 3rd. This item addresses an application requesting a Plat Subdivision Waiver for lot sizes in the Parkview South Addition on Lots 1, and 3-16, Block 1.

We understand the application is requesting the City of Fargo to split this city owned property and attach the lots to the Parkview Addition to the west. Our lot joins the city property from the east side and we have mowed and maintained this space since we moved to this home. We purchased our property in 2008 knowing we had this extra green space attached to our lot. This green space was a real attraction for us when we purchased the property and we have enjoyed having this extra space for our outside enjoyment. Our concern is if we no longer have the city owned green space attached to our lot, our outside space will feel much smaller and we feel the value of our property would decrease.

We would like to leave the city property as it is today or if the City of Fargo would like not to own this green space, please consider splitting the property down the middle (north to south) and attach one-half of each lot to the west and one-half to the east.

Thank you considering our concerns.

Larry and Marinell Holst
2807 32nd St. So.
Fargo, ND 580103

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SALE OF PROPERTY

WHEREAS, the City of Fargo is the owner of the following real property located in Cass County, North Dakota:

1. Lot 3, Block 1, of Parkview South Eighth Addition;
 2. Lot 4 Block 1, of Parkview South Eighth Addition;
 3. Lot 5, Block 1, of Parkview South Eighth Addition;
 4. Lot 6, Block 1, of Parkview South Eighth Addition;
 5. Lot 7, Block 1, of Parkview South Eighth Addition;
 6. Lot 8, Block 1, of Parkview South Eighth Addition;
 7. Lot 9, Block 1, of Parkview South Eighth Addition;
 8. Lot 10, Block 1, of Parkview South Eighth Addition;
 9. Lot 11, Block 1, of Parkview South Eighth Addition;
 10. Lot 12, Block 1, of Parkview South Eighth Addition;
 11. Lot 13, Block 1, of Parkview South Eighth Addition;
 12. Lot 14, Block 1, of Parkview South Eighth Addition;
 13. Lot 15, Block 1, of Parkview South Eighth Addition;
 14. Lot 16, Block 1, of Parkview South Eighth Addition;
 15. Lot 17, Block 1, of Parkview South Eighth Addition;
 16. Lot 18, Block 1, of Parkview South Eighth Addition;
- (collectively, the "Subject Properties"); and

WHEREAS, the City acquired the Subject Properties through tax deed proceedings following nonpayment of property taxes; and

WHEREAS, each Subject Property is adjacent to privately owned property, and the City intends to offer each Subject Property for purchase to the owner of the adjoining westerly parcel; and

WHEREAS, as a condition of any sale, the purchaser will be required to combine the Subject Property with the purchaser's adjacent property so that the Subject Property will no longer exist as a separate parcel for taxation and special assessment purposes; and

WHEREAS, Fargo Municipal Code § 3-0105 provides that if the Board of City Commissioners (the "Board") estimates the value of real property to be \$5,000 or more, the property may only be sold by public sale; and

WHEREAS, the Board estimated value of each of the Subject Properties is below \$5,000; and

WHEREAS, it is the wish and desire of the Board to convey the Subject Properties to the adjoining westerly property owners, returning the Subject Properties to private ownership, placing the Subject Properties back on the tax rolls, eliminating the City's ongoing responsibility for

maintenance and management of the Subject Properties, and promoting productive use of the land;
and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. The City does not have a present or future use for the Subject Properties; and
2. The value of each of the Subject Properties is less than \$5,000; and
3. The City Auditor or its designee is hereby authorized to dispose of the above-described Subject Properties by private sale, in accordance with Fargo Municipal Code § 3-0105.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

Joshua A. Boschee, Mayor

ATTEST:

Angie Bear, Deputy City Auditor,
on behalf of the City Auditor

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), made and entered by and between the CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, ND 58102 (hereinafter "Seller" or "City"), and _____, the identified owner(s) of the property located at _____, Fargo, ND 58103 (hereinafter "Buyer").

RECITALS

1. Seller is the owner of real estate situated in the County of Cass and State of North Dakota, described as follows:

Lot _____, Block _____, of Parkview South 8th Addition to the city of Fargo.

("Subject Property")

2. Seller acquired the Subject Property, as well as an additional seventeen (17) property lots, from Cass County due to non-payment of taxes, and Subject Property abuts Buyer's property ("Adjacent Lot"); and,
3. Seller desires to sell, and Buyer are willing to purchase said Subject Property due to its proximity to Buyer's Adjacent Lot, and such Subject Property and Adjacent Lot will be combined by Buyer into one property for taxation and special assessment purposes; and,
4. The parties wish to memorialize the terms for the purchase of said Subject Property by this written Agreement and the terms contained herein; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Purchase Price.** The purchase price will be One Dollar (\$1.00). Buyer acknowledges that the purchase price is substantially below market value and that the reduced purchase price is being offered solely because the Subject Property is adjacent to Buyer's property and will be consolidated with Buyer's Adjacent Lot pursuant to this Agreement.

2. **Combination of Lots.** Buyer agree that the Subject Property (Lot ____, Block ____, Parkview South 8th Addition) will be combined with the Buyer's existing and Adjacent Lot (Lot ____, Block ____, Parkview South 8th Addition) for purposes of ad valorem taxation and levying special assessments so that the two lots are treated as a single lot for such purposes.
- a. **Lot Consolidation Requirement.** As a material inducement for Seller to convey the Subject Property for the purchase price stated herein, Buyer agrees to take all actions necessary to combine the Subject Property with Buyer's Adjacent Lot into a single taxable parcel. Buyer shall provide a fully executed and completed *Land Boundary (Split/Combo) Request Form*, attached hereto as Attachment A, and any other documents required by the City Assessor's Office at the time of Closing.
- The parties acknowledge and agree that the conveyance contemplated by this Agreement is conditioned upon the Subject Property being combined with Buyer's Adjacent Lot and that the Subject Property is not being conveyed as a separate buildable lot.
- b. **Failure to Complete Lot Consolidation.** If Buyer fails to provide the required *Land Boundary (Split/Combo) Request Form* at the time of Closing, or fails to cooperate in good faith to complete the lot consolidation process, Buyer shall re-convey the Subject Property to Seller by Quit Claim Deed upon written demand by Seller. In such event, Seller shall reimburse Buyer the purchase price paid under this Agreement.
3. **Acknowledgement.** Buyer acknowledges that the Subject Property has a full market value that has been estimated by the City Assessor to be in the amount of \$ _____. Buyer understands, acknowledges, and agrees that when Buyer has obtained title to the Subject Property, the Buyer will become responsible for payment of taxes upon said Subject Property. Buyer understands and acknowledges that to the extent it will become necessary for a loan escrow company or Buyer's mortgage lender to be advised of the change in taxable valuation as a result of said acquisition, that Buyer will contact said loan escrow company and/or mortgage lender of said event and Buyer may be responsible for paying an additional monthly amount to Buyer's loan escrow company and/or mortgage lender to provide sufficient funding to pay taxes and special assessments accordingly.
4. **Taxes and Special Assessments.** Seller will be responsible for payment of all taxes and special assessments that have been certified for collection for the year prior to the year of the Closing, payable in the year of the Closing. Buyer will be responsible for all taxes for the year following the year when the Closing occurs, which taxes are paid the next year hence, and for all unpaid special assessments levied against the Subject Property. As to the taxes and special assessments for the year of the Closing that are payable the year following the Closing, the taxes and special assessments that have been certified for collection for said year shall be pro-rated to the date of Closing.

5. **Schedule of Closing and Contingency for the Benefit of Seller (City).**

- a. The Buyer acknowledges and agrees that this Agreement is one of seventeen (17) similar agreements with sixteen (16) other property owners whose properties are adjacent to the seventeen (17) lots within Parkview South 8th Addition and that this Agreement is part of a Program, the purpose of which is to convey said seventeen (17) Parkview South 8th Addition lots to the adjacent property owners so that, among other things, the City will no longer be responsible for maintenance or improvements of said lots. As a result, the implementation of said Program requires the closing of the seventeen (17) purchase transactions to be scheduled in a sequence that is scheduled so that no City-owned parcel within Parkview South 8th Addition becomes landlocked and the City retains legal access to all remaining City-owned parcels pending completion of the Program.

Therefore, Buyer agrees to cooperate with the scheduling process for closings on the other seventeen (17) said Parkview South 8th Addition lots to accomplish this objective and to the extent that closings that have been scheduled earlier than the closing scheduled for this Purchase Agreement transaction suffer delays or refusals to close, the Buyer agrees to reschedule the Closing on this transaction so that the appropriate sequence in closings can be attained by the City, consistent with the City's Program.

- i. The parties understand and agree that the closings for all the Parkview South 8th Addition lots shall be divided into two groups and that, with each said group, the sequence of the closings shall be as follows:

GROUP ONE

1 st	_____
2 nd	_____
3 rd	_____
4 th	_____
5 th	_____
6 th	_____
7 th	_____
8 th	_____
9 th	_____

GROUP TWO

1st _____

2nd _____

3rd _____

4th _____

5th _____

6th _____

7th _____

8th _____

b. The City's Obligation to close is contingent upon the following:

- i. That the City will have entered into fully-executed Purchase Agreements with the seventeen (17) owners of the adjacent lots so that the City has fully-executed Purchase Agreements to convey all seventeen (17) Parkview South 8th Addition lots.
- ii. That the City will have previously closed on the conveyance and transfer to the owners of those adjacent lots that are ahead of the Buyers in sequence of closings described in the preceding paragraphs.

c. Buyer shall take possession of the Subject Property on the day of closing. The parties agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance.

6. **Payment of Purchase Price.** The entire purchase price shall be payable in cash at closing, subject to the contingency set forth hereinafter. It is further agreed that this sale is contingent upon approval by the Fargo City Commission and the Closing on the conveyance and transfer to the other owners of those adjacent lots that are ahead of the Buyer in sequence of closings described in the preceding paragraphs.

7. **Title and Existing Conditions.** Buyer acknowledges and agrees that Seller shall convey the Subject Property by Quit Claim Deed only. Seller makes no representations or warranties regarding title to the Subject Property, except that Seller has not voluntarily created any lien or encumbrance against the Subject Property during its ownership. Buyer accepts title subject to all easements, restrictions, covenants, reservations, rights-of-way, encroachments, special assessments, and other matters of record or discoverable by inspection or survey.

8. **Quit Claim Deed.** Seller shall convey the Subject Property to Buyer by Quit Claim Deed. Buyer acknowledges and agrees that a Quit Claim Deed conveys only whatever interest Seller may have in the Subject Property, if any, and Seller makes no covenant, warranty, or representation, express or implied, regarding title, marketability of title, possession, condition of the property, or fitness for any particular purpose.
9. **Closing Costs.** It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys' fees and all other closing costs (except those listed in this Agreement).
10. **Property Purchased "AS IS".** Buyer acknowledges that they have had the opportunity to inspect and investigate the Subject Property and are relying solely upon their own inspection and investigation. The Subject Property is being conveyed in its present condition, "AS IS." Seller expressly disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including without limitation any warranty of title, marketability, condition, fitness for a particular purpose, habitability, suitability for development, compliance with applicable laws, or absence of environmental conditions. Buyer assumes all risks associated with ownership of the Subject Property.
11. **Assignment.** Buyer may not, without Seller's consent, assign this Agreement, and Buyer's rights, duties and obligations hereunder, to any party, person or entity. Even if consented to, no assignment will relieve Buyer of its obligations under this Agreement.
12. **No Separate Development.** Buyer acknowledges that the Subject Property is being conveyed for consolidation with Buyer's Adjacent Lot and not for separate development, sale, or construction. Buyer shall not seek to maintain the Subject Property as a separate legal parcel except as may be initially required to complete the consolidation process contemplated by this Agreement.
13. **Survival.** All covenants, agreements, representations, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall continue in force and effect and be binding after the Closing and delivery of the deed.
14. **Representations and Warranties.** If, after the Effective Date but prior to Closing, an event occurs or information comes to light that materially and adversely renders any of the above representations or warranties no longer accurate or true (a "Changed Condition"), the party obtaining knowledge thereof shall promptly notify the other party in writing.
15. **Entire Agreement; Modification; Binding Effect.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions

set forth herein, and no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

16. **Construction; Interpretation.** This Agreement has been made and entered into under the laws of the State of North Dakota and said laws shall control its interpretation. The parties have each consulted and reviewed, or had opportunity to consult and review, this Agreement with their respective legal counsel, and no rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party. The headings/captions appearing in this Agreement are for convenience only and are not part of and not to be considered when interpreting this Agreement.
17. **Effective Purchase Agreement; Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.
18. **Effective Date.** The effective date of this Agreement is the date of final signature by the undersigned parties.

[The remainder of this page intentionally left blank – signature pages to follow.]

BUYER:

(Signature)

(Signature)

(Print)

(Print)

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 _____ and
_____, to me known to be the persons described in, and who
executed the foregoing instrument, and acknowledged to me that he/she/they have executed the same.

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

Joshua Boschee, Mayor

ATTEST:

Angie Bear, Deputy City Auditor,
on behalf of the 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 Joshua Boschee and Angie Bear, to me known to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.



LAND BOUNDARY (SPLIT / COMBINE) REQUEST FORM

Assessment Department

RE: Parcel #(s) _____

Please indicate ONE parcel number
above and any additional parcels
numbers in the grid below.

Date: _____

Date of Request

To request a change in land boundaries, please complete and return this form to the City of Fargo Assessment Department at 225 4 St. N Fargo, ND 58102, email to nhamilton@FargoND.gov or fax to (701) 241-1339. The City of Fargo Planning Department should be contacted prior to the completion of this form.

Ownership Contact Information: (As reflected on tax statement.)

First Name

Last Name

Title

Organization

Mailing Address

City

State

Zip

Phone

E-Mail Address

Signature

IMPORTANT: To combine parcels: all parcels must be under the same ownership, in the same taxing district, and the parcels must be adjoining. To split parcels: the owner must provide the Assessor's Office the new legal description or a site survey delineating the parcels that has been recorded with the Cass County Recorder's office. Please contact: Nick Hamilton, Land Management Specialist for more information by phone: (701)-241-1340 or by email: nhamilton@FargoND.gov.

I hereby request that the City of Fargo Assessment Department **COMBINE** ☐ or **SPLIT** ☐ the following parcel number(s):

Parcel ID No

Parcel ID No

Parcel ID No

Provide a Brief Explanation for the Request:

Preference of Main Address Point (if combination):

Parcel Mailing Address:

Planning Department Use Only:

Reviewed By:

Date:

Assessment Department Use Only:

Approved by:

Date:

Split Number: