

June 16, 2026

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

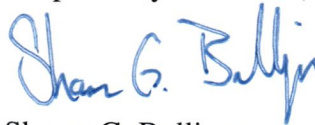
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Alexander J. Herz and Cassie D. Herz** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00661-000
Landowner Alexander J. Herz & Cassie D. Haugjorde ^{Herz}		
Mailing Address 2413 17 AVE S Fargo, ND 58103		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

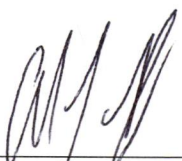
See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

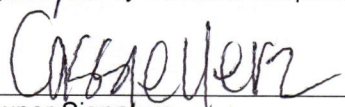
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,020.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

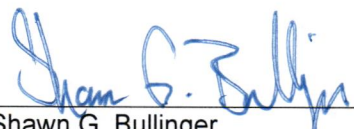
Land	\$	
Easement and Access Control	\$	1,020.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	1,020.00

*Description of Damages to Remainder are as follows:

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 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **ALEXANDER J. HERZ AND CASSIE**
D. HAUGJORDE, whose address is 2413 17th Ave S, Fargo, ND 58103, hereinafter referred to as "Grantors", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 10, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 10, as measured at a right angle to and parallel with the south line of said Lot 10.

AND

The west 25.00 feet of the east 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 10, as measured at right angles to and parallel with the east and south lines of said Lot 10.

Containing a combined 819 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

Grantors, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantors, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantors expressly warrant and state that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

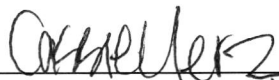
[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 16 day of JUNE, 2026.

GRANTORS:



Alexander J. Herz

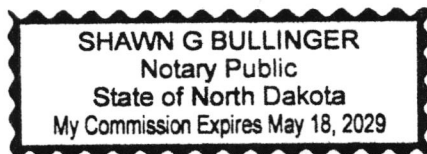


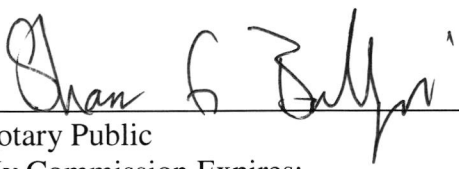
Cassie D. ~~Haugjorde~~ Herz

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 16 day of JUNE, 2026, before me a notary public in and for said county and state, personally appeared Alexander J. Herz and Cassie D. ^{HERZ}~~Haugjorde~~, known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)





Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957