

July 29, 2026

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

Re: Sanitary Sewer Easement - Improvement District #BR-23-A

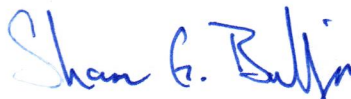
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent sanitary sewer easement in association with Improvement District #BR-23-A. 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 purchase of a permanent sanitary sewer easement from **David Phillips Jr. and Nadine Phillips** in association with Improvement District #BR-23-A 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: Jason Leonard



Engineering Department
225 4th Street North
Fargo, ND 58102

Phone 701.241.1545
Fax 701.241.8101
feng@FargoND.gov

MEMORANDUM OF OFFER TO LANDOWNER

Project BR-23-A	County Cass	Parcel(s) 01-3508-00650-000
Landowner David Jr & Nadine Phillips		
Mailing Address 1917 Main Ave Fargo, ND 58103		

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

See attached Exhibit A.

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of \$ 4,052.00 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	\$	4,052.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer		\$ 4,052.00

*Description of Damages to Remainder are as follows:

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

David Phillips Jr.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Nadine Phillips

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

Joshua Boschchee
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that **DAVID PHILLIPS JR. AND NADINE PHILLIPS**, 1917 Main Avenue, Fargo, ND 58103, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them 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", a 99 year easement over, upon and in the land hereinafter described for the purpose of operating, maintaining, restoring, and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows (and depicted on Exhibit A attached hereto):

A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by trustee's deed document 1345727 on file and of record at the Recorder's Office for said County, shown as "Parcel B" herein and described as follows:

That portion of the Southwest Quarter Section One, and the Northwest Quarter of Section Twelve, all in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, described as follows: Commencing at the Southwest corner of said Section One, also being the northwest corner of said Section Twelve; thence North 87°20'35" East (assumed bearing) along the Southerly line of said Section One a distance of 872.40 feet; thence North 02°24'49"

East a distance of 0.36 feet to a point lying 194.00 feet normally distant Southerly from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) Westbound Main Tract centerline, as now located and constructed; thence South 87°35'11" East, parallel with and 194.00 feet normally distance Southerly from said Westbound Main Track centerline, a distance of 987.75 feet; thence North 88°05'30" East a distance of 102.54 feet to the true point of beginning; thence North 02°24'49" East, 110.00 feet; thence North 88°05'30" East, 105.00 feet; thence South 01°54'30" East, 109.69 feet; thence South 88°05'30" West, 113.29 feet to the true point of beginning.

Said strip contains 2,251 square feet, more or less.

Grantor, 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 tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, their successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said sanitary sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind, except for the existing parking lot, shall be placed or located upon the tract so as to interfere in any manner with the operation, maintenance, restoration, or repair of said sanitary sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of maintaining, restoring, or repairing of said sanitary sewer and customary appurtenances was begun.

It is agreed by and between the parties that Grantee will be responsible for the repair or replacement of any portion of the parking lot which may be damaged or destroyed as a result of Grantee constructing, repairing, and maintaining the sanitary sewer and customary appurtenances.

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 29 day of July, 2026.

GRANTOR:

David Phillips Jr.

Nadine Phillips

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this 29th day of July, 2026, before me, a notary public in and for said county and state, personally appeared David Phillips Jr. and Nadine Phillips, to me known to be the persons described therein and who executed the within and foregoing instrument, and acknowledged to me that they severally executed the same.

RAEGAN L GAMRADT
(SEAL) Notary Public
State of North Dakota
My Commission Expires June 25, 2028

Notary Public

My Commission Expires: 6/25/2028

GRANTEE

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IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2026.

GRANTEE

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

Joshua Boschee, 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 Joshua Boschee 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 they executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

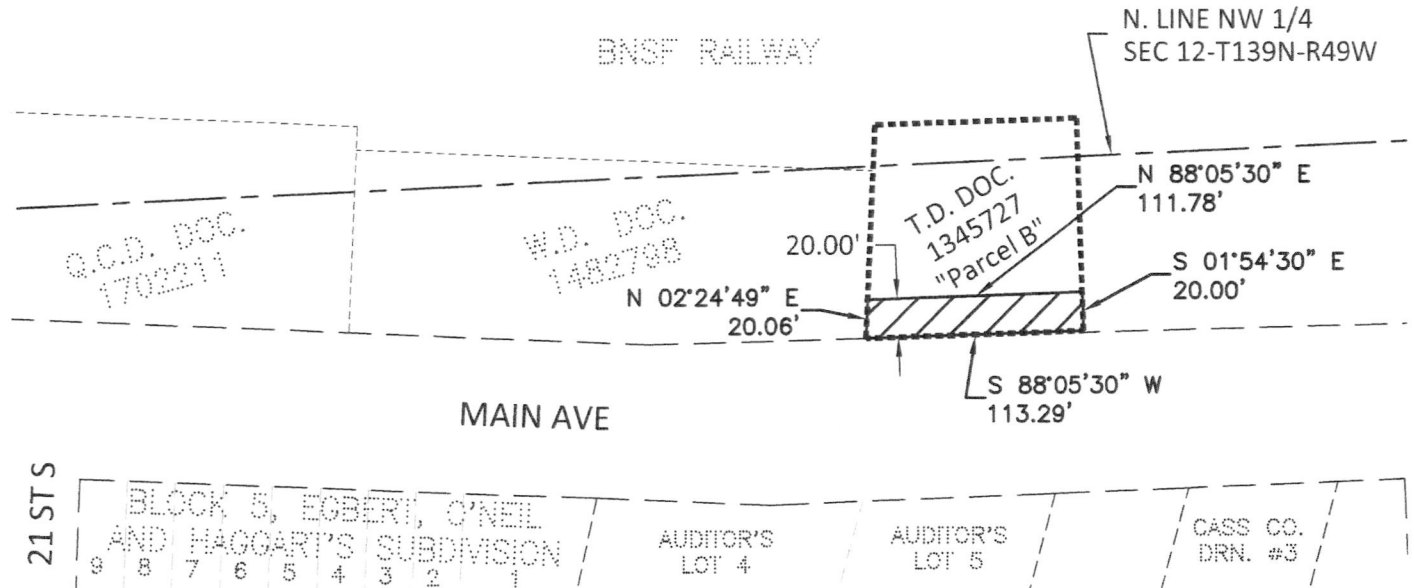
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo
225 4th St N
Fargo ND 58102

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

EXHIBIT A

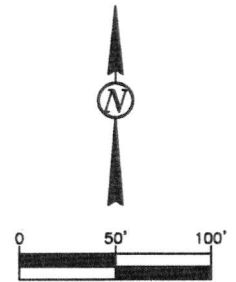


Description:

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BEARINGS BASED ON:
City of Fargo Ground Coordinate System,
December 1992

LEGEND

- NEW EASEMENT AREA
- "Parcel B" BOUNDARY
- PARCEL BOUNDARY



PERMANENT EASEMENT

NORTHWEST QUARTER OF SECTION 12, T. 139 N., R. 49 W., FIFTH P.M.,
CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: BWW

APPROVED BY: BWW

DATE: JUNE 15, 2026

SHEET 1 OF 1