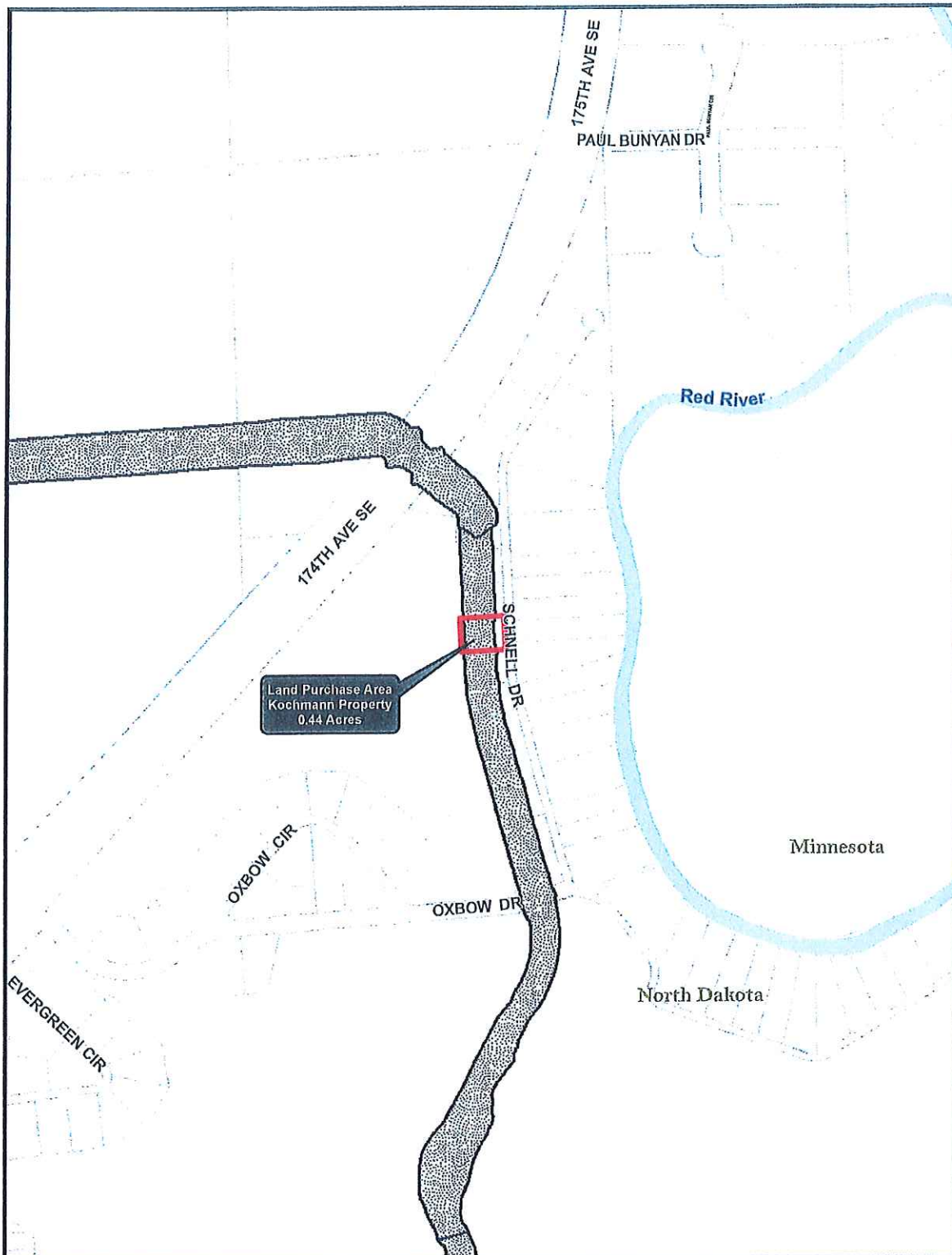


**Requested Details for
Acquisition and Relocation
329 Schnell Drive
Oxbow, ND**

Map of Subject Property

LAND ACQUISITION COST SHARE REQUEST - 8/6/2015

FM Area Diversion Project



LAND



Current Cost Share Request



Levee

Paul F & Nancy J Kochmann Property
329 Schnell Dr, Oxbow, ND
OIN# 9659

FLOOD DIVERSION
AUTHORITY



0 100 200 300
FEET

Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to assure that this data is accurate and reliable, the Division Authority does not guarantee the accuracy of the information, and makes any warranty or guarantee of any kind, express or implied. The data marked in this project is continuously refined and revised, you should not rely on this information for technical purposes or accuracy.

Property Acquisition Summary

FM Area Diversion Project Property Acquisition Summary

Property Owner, Address, and ID:

Single family home of Paul and Nancy Kochmann located at:
329 Schnell Dr, Oxbow ND. OIN#9659

Property Need and Requested Action:

Acquisition of this property is required to accommodate future construction of the OHB Ring Levee project. See attached map. It is requested to authorize execution of a Purchase Agreement and Replacement Housing Agreement (RHA) with the property owner.

Description of Buyout Home:

The buyout home is a single family two story home with 2,808 SQFT finished on the upper levels and 1,134 SQFT of finished space and 380 of unfinished space in the lower level. The home has an attached oversized heated and insulated three car garage, four bedrooms, 2.5 baths, plus a master suite with private bath, walk in closet, Jacuzzi tub and walk in shower. Some upgrades to the home include, hardwood floors, two fireplaces, central vacuum, Bose sound system, solid surface countertops, custom paint, built in appliances, custom cabinets, and upgraded mechanicals, windows, plumbing and light fixtures. The home also has upgraded landscaping with a covered front entry, large deck, irrigation system, and extensive plantings with stone edging.

Description of Replacement Home:

The replacement home is a single family rambler style with 2,285 SQFT finished on the main level and 1,715 SQFT of finished and 570 SQFT of unfinished space on the lower level. This home will have four bedrooms, three bathrooms, plus a master suite with master bath, walk in closet and walk in shower.

The homeowner is choosing to make some Betterments to the new home which are anticipated to total \$24,646.

Compensation Summary:

Compensation amounts proposed are based on an appraisal of the subject property provided by a qualified appraiser following the Yellow Book standards. The appraisal has been reviewed and approved by USACE. The Replacement Housing Agreement benefits are based on a reestablishment payment for replacement housing assistance as required per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646), and contemplated in the Memorandum of Understanding between Oxbow the Diversion Authority and Cass County Joint Water Resource District. In addition, the Replacement Housing Agreement has been developed following the Unit Price approach detailed in the methodology document dated May 7, 2015.

COMPENSATION SUMMARY			
329 Schnell Dr Oxbow, ND			
	Purchase Agreement		
A.	Offer of Just Compensation (Total Purchase Agreement Amount) - Based on Appraisal		\$ 552,500
	Replacement Housing Agreement (RHA)		
B.	Replacement Home Cost		\$ 776,836
C.	House to Home Generally includes: Window Coverings, Interior Paint, Landscaping, Decking, Patio		\$ 102,658
D.	Project Required Costs Generally includes: Driveway Setback, Flood Proof Basement, Buried Propane Tank, Building Permits, Utility Connections, and winter construction costs (if any)		\$ 40,956
E.	Total Replacement Home Cost	B + C + D	\$ 920,450
F.	Total RHA Payment	E - A	\$ 367,950
G.	Contingency	10%	\$ 36,795
H.	Replacement Lot Cost (will be reimbursed to the DA by OJDA)		\$ 130,000
	Total RHA w/ Contingency & Lot	F + G + H	\$ 534,745

Total Bid For Replacement Home w/o lot	\$ 945,096
Total Compensation = Purchase Agreement + RHA w/o lot	\$ 920,450
Betterments	\$ 24,646

Action/Recommendation:

Execution of a Purchase Agreement in the amount of \$552,500, plus execution of a Replacement Housing Agreement with estimated payment of \$534,745 which includes 10% contingency and the cost of the replacement lot.

Tax Assessed Value: \$212,800

Assessing entity is the City of Oxbow

Builder Construction Agreement

Exhibit A: Plans / Drawing

Exhibit B: Specifications

Exhibit C: Cost Estimate

KOCHMANN BROTHERS HOMES, INC.
NEW HOME SALES
AND CONSTRUCTION AGREEMENT

This Agreement made this ___ day of May, 2015, between Kochmann Brothers Homes, Inc., whose office address is 3209 Fiechtner Dr S, Fargo, ND 58103, hereinafter called the "Contractor" and Paul F. and Nancy J. Kochmann whose address is 329 Schnell Dr., Oxbow ND 58047, hereinafter called the "Buyer".

1. SALE OF DWELLING Contractor hereby agrees to sell and the Buyer agrees to purchase on the terms and conditions hereinafter set forth on the following described real property Lot 33, Block 3, Oxbow 2nd Addition. Oxbow North Dakota

2. PURCHASE PRICE The base price shall be \$842,438.00, payable in the following manner: Purchase price is house only

A. Earnest money \$50,000.00 (fifty thousand dollars) to be paid upon execution of this agreement. Payable to Kochmann Brothers Homes Inc.

All earnest money will be applied toward the purchase price at closing

B. Lot shall be deeded to Kochmann Brothers Homes Inc., during the course of construction. Upon full payment by Buyer at closing, Contractor to deed lot to Buyer.

C. Contractor shall provide construction financing for project. Contractor to obtain Lien Waivers from suppliers and sub-contractors on all amounts over \$500.00

D. The balance of the purchase price, plus extras, minus credits, and change orders is due on the date of closing.

E. Buyer shall provide Contractor a Lender pre-approval letter for permanent financing.

3. CONSTRUCTION It is understood that a dwelling will be constructed on the property-described based with a purchase price of \$842,438.00, the dwelling shall consist of a single family home with floor plans and specifications on attached Exhibits A and B. Buyer acknowledges and

understands that the purchase price is based on this floor plan and specifications, and that any changes could result in an increased or decreased price.

5. ALLOWANCES AND SPECIFICATIONS The construction price includes the following allowances:

EXCAVATION	9,500.00
PAPER HOLDERS AND TOWEL BARS	400.00
BATHROOM MIRRORS	750.00
CENTRAL VAC SYSTEM	2,956.00
FRONT DOOR SYSTEM	3,800.00
MISC. ELECTRICAL OUTLETS	600.00
LIGHT FIXTURES	7,600.00

Buyer Acknowledges that the above itemization of allowances provides the maximum amount allowed under this construction price, and that the Buyer is responsible for any amounts in excess of the allowed amounts. Builder will credit buyer for any allowed amounts unused.

EXTERIOR

1. Windows to be Andersen 400 casements, size, location, and operation as shown on plan. Low E4 glass, white exterior/pine interior
2. Sliding Patio door to be Andersen. Satin Nickel hardware. Sliding screen
3. Windows and Patio door to have factory stone hardware
4. 10/12 pitched roof with asphalt Certainteed Landmark 30, 30 year architectural shingles. 30 lb felt, winterguard, valley tin, metal roof edge std. colors. Attic ventilation to be wind turbines
5. Window and door installations to have Tyvek flashing system
6. Cultured Stone veneer on front/side elevations as shown on plan. Cultured Stone front step with all paver top. 1- Address stone

Cultured Stone veneer in family room window well with paver top
7. Rollex, Gentek, or Norandex seamless steel lap and vertical siding. Std. profile and colors

-18" vented aluminum soffit and 8" fascia. Std. colors

-Metal wrap 4 egress windows. Std. colors

-LP Smart Side trim windows, doors, gables and frieze boards as shown on plan. Std. colors

-Aluminum gutters and downspouts. Std. colors

8. 2-16" PermaCast columns to be painted

9. 3'-0" insulated fiberglass front door with sidelights and transom. Clad exterior frame. Note Allowance. Door to be custom stained. Schlage F series handle set with deadbolt

10. 2'-8" garage/house, raised panel fiberglass insulated door with wood exterior frame. Door to be custom painted. Schlage F series keyed lever

11. 3'-0" garage/exterior, raised panel fiberglass insulated door. Clad exterior frame. Door to be custom painted. Schlage F series lever with deadbolt

INTERIOR

12. Areas to be finished:

-Main floor finished complete

-Lower floor (basement) to be finished except the mechanical/storage

13. Flooring

-3/4" Maple Hardwood Flooring – sunroom, kitchen, dining, great room, foyer, and main floor hallways

-Ceramic Tile- Mudroom/laundry, bathrooms, and kitchenette

-Carpet and pad- family room, steps, bedrooms/closets, and exercise room

14. Walls and ceilings to be sheetrocked. All walls and ceilings taped, textured, and painted 1 color with white base. Bullnose corners. Wall and ceiling texture to be light orange peel type

-Drywall cove molding in Sunroom and Master Bedroom

-Roll painting Master Bedroom, sunroom, main living area, and two lower level bedrooms

15. Closet Maid white wire closet shelving with super-slide in the flowing closets: front entry, front bedroom, lower mech. closet, and mech storage

Closest Maid white solid melamine shelving in the following closets: rear main bedroom, two lower bedrooms, master bedroom, and mudroom/laundry

16. Note Allowance for mirrors

17. Tile Work

-Custom Master Bath tile shower, tile walls to ceiling, 2 4" accent bands, Corian shelves, seat, and threshold.

-Kitchen tile backsplash with accent tile

-Main bath tub tile walls, tile walls to ceiling, 2 Corian shelves

-Upper fireplace tiles

-Lower fireplace tile

18. Millwork/Interior doors

-Alder 2-3/4" and 4-1/4" base

-Alder 2-1/4" and 2-3/4" casing

-Paint grade 3-1/4" casing

-Paint grade 4-1/4" base

-MDF solid core raised panel doors with Alder jamb

-Alder French door system to Exercise Rm., 10 lite clear glass

-Alder, post to post railing system. Alder handrail 6010 or similar, Alder boxed newel posts, Alder Skirt boards, Alder end caps and risers, and metal balusters

-Paint grade coffered ceiling in great room. Beams, tongue and groove and crown molding

-All millwork and doors to be stained, sealed, and varnished.

Note: Some stain colors may require additional labor and or materials for finishing millwork, doors, and cabinets

19. Schlage F series lever door hardware

20. Cabinetry/Countertops. Wood Specialists cabinetry.

Kitchen and Island:

-Ivory cabinets with glazed finish

-Std. lower cabinets

-Upper cabinets to ceiling

-Island cabinet, two level

-Pantry cabinet 108" high

- 10 rollouts
- Spice rack
- Garbage drawer
- Paneled ends and sides
- Granite countertops, Mascarello and Juparana Arandis
- Heated countertop and seating area of island

Dining Room cabinets:

- Alder cabinets
- Base cabinet
- Display cabinet
- Granite countertop, Mascarello and Juparana Arandis

Sunroom columns:

- 9" square paneled columns, ivory with glaze

Great Room:

- Alder cabinets
- 66" tall cabinets
- Open bookcases above cabinets
- Straight ledge mantle

Master Bathroom:

- Alder cabinets
- Vanity base cabinets
- Medicine cabinet
- Linen cabinet 60" high with wood top
- Slide-in linen cabinet
- Burled Beach Corian countertop

Main Bath:

- Alder cabinets
- Vanity base cabinet
- Granite countertop, Mascarello and Juparana Arandis

Lower Baths:

- Alder cabinets
- Vanity base cabinets
- Laminate bevel countertops

Lower Hallway:

- Alder cabinet
- Slide-in linen cabinet

Wet Bar:

- Alder cabinets
- Base cabinets
- 42" upper cabinets
- Laminate bevel countertops

Family Room:

- Alder Cabinets
- Base cabinet with upper cabinet
- Open countertop cabinet with wood top
- 3 sided mantle with fluting

Laundry:

- Alder cabinets
- Lower cabinets with 2 trash drawers
- Upper cabinets and open upper cabinet
- Laminate bevel countertops

Locker Cabinet:

- Painted cabinet with glaze
- Base cabinet
- Countertop cabinet
- Bench with 2 drawers
- Open cubbies and board with 6 hooks
- Bead board panels
- Laminate bevel countertops

Contractor is not responsible for variations in grain, color, mineral streaks, or other common defects found in wood used in millwork, cabinets, or flooring.

APPLIANCES

21. Jenn Air stainless steel Kitchen and kitchenette appliances. To include delivery and installation

INSULATION

22. House Ceiling - R-50 Blown Fiberglass with poly
23. House 2x6 walls - R-19 Fiberglass friction fit insulation with poly
24. 2x4 lower level furring walls R-11 Fiberglass friction fit insulation with poly
25. 3" sprayed polyurethane foam at rim joists and lower level stairway exterior wall
26. Sound insulate great room/bedroom wall and master/sunroom-dining wall

LIGHTING/ELECTRICAL

- 27. See Electrical Specs. Also see Electrical Specs for lighting included. (recessed lights, undercabinet lights ect.) Note Allowance for other light fixtures
- 28. Door chime with button are to be included with lighting allowance
- 29. Audio
 - Lower Level- Sonos sound bar and subwoofer
 - Great Room- Sonos sound bar and subwoofer
 - Kitchen- Sonos play 1
 - Master Bath- Sonos Play 1
 - Install Garage TV

MECHANICAL

- 30. See Mechanical Specs
- 31. Fireplaces
 - Main floor, Kozy Heat TRF fireplace. Remote control, fan kit, and black front
 - Sunroom- Kozy Heat Nicolett. Remote control, fan kit, and black front
 - Lower floor, Kozy Heat TRF fireplace. Remote control, fan kit, and black front. Note allowance for fireplace surround/mantle
- 32. 500 gallon propane tank buried, filled, and hooked up

PLUMBING

- 33. See Plumbing Specs
- 34. Note allowance for Paper holders and Towel Bars
- 35. Magic Water, water softener and reverse osmosis system. Includes pump and RO faucet at kitchen sink

GARAGE

- 36. CHI Recessed Panel 2294 garage doors, 3-10'x8' insulated steel doors, steel both sides. Standard colors
- 37. 3 Liftmaster garage door openers with 3 remotes and 1 keypad
- 38. Ceiling to be insulated R-30 blown fiberglass with chutes, blocks, and poly. Wall to be insulated R-19 with poly

- 39. Garage to be sheetrocked. 5/8" on walls and ceiling. Walls and ceiling to be taped, textured, and painted
- 40. Maint. Free decking to main floor of house with aluminum railing
- 41. Case garage windows and doors, with standard casing
- 42. Garage Shelves, white wire shelving
- 43. Garage cabinetry, frameless London grey melamine cabinets. Stainless steel legs, with post form laminate countertop

SITE

- 44. Strip topsoil, excavation, back-fill, and rough grade. Note Excavating Allowance
- 45. Deck 19'x10' with steps, maint. free deck with bench and planter. 6 mil poly and rock below the deck and step
- 46. Landscaping, seeding, sod, final grading, patio, retaining walls, extra fill or black dirt not included

Buyer is aware that existing lot/soil conditions and elevations beyond the control of the contractor can affect excavation and concrete costs

FOUNDATION/FLAT CONCRETE

- 47. Foundation to be built to Flood Proof specifications. Elevation and Flood Proofing Certificates will be provided to Buyer
- 48. 20"x 10" concrete footings with two courses of #4 rebar around building perimeter. Garage footings to be 18"x 10" with two courses of continuous #4 rebar. Interior bearing footings 18"x10" with two courses of continuous #4 rebar. 4" drain tile on inside and outside of footings
- 49. Poured concrete walls house, 8"x8'. Four courses of #4 rebar horizontally and #4 rebar 18" on center vertically. Poured concrete garage and stoop walls, 8"x6'. Two courses of #4 rebar horizontally and #4 rebar 48" on center vertically
- House concrete foundation wall exteriors to have spray on waterproofing
- 3 Concrete window wells, two small wells to have brick stamp
- Window wells filled with rock
- 2-Metal window well ladders
- 50. 4" deep concrete basement floor, reinforced #4 rebar 2' on center each way. 6 mil poly below floor. 10" pearock below concrete

- 51. Garage to have 4" deep concrete with #4 rebar 2' on center each way
- 52. Front step base slab, 4" deep concrete with #4 rebar 2' on center each way
- 53. Sidewalk from driveway to front steps. Outer edges recessed for pavers
- 54. Driveway 4" deep concrete with #4 rebar 2' on center each way, per Site Plan. Outer edges recessed for pavers
- 55. 8'-6", 6" City Spec Approach with 3' flares
- 56. 4'x16' rear garage slab. 4" deep concrete with #4 rebar 2' on center each way
- 57. Contractor not responsible for stress cracks commonly found in flat concrete work

STRUCTURAL DATA

- 58. Exterior walls to be 2"x 6", 16" on center with 1-7/16" ZIP R6 sheathing. Garage walls to be 2"x4", 16" on center with 7/16" Zip sheathing. All Zip sheathing seams and corners to be taped
- 59. Interior walls to be 2"x 4", 16" on center. Basement bearing walls and furring walls to be 2"x4", 16" on center. LSL stair stringers
- 60. Framing material #2 and better S.P.F.
- 61. Energy roof trusses 24" on center with 7/16" OSB sheathing. 9' and 8' walls on main floor. 10'-0" raised ceiling in Great Room
- 62. Engineered web floor trusses 18" deep @ 19.2" on center
- 63. 3/4" Tongue & groove, plywood floor decking. Screwed or ring shanked and glued
- 64. Drywall. Main Floor -1/2" sheetrock on walls and ceilings to be 5/8" Lower floor 1/2" sheetrock on walls and ceilings

GENERAL

- 65. Disposal of all construction debris. Final and window cleaning
- 66. EPA compliance
- 67. Interior Designer for construction related selections

- 68. Insurance on home until closing
- 69. Utility costs on home until closing
- 70. Portable Toilet for Construction Use
- 71. Building permit fees are not included in the contract

6. ADDITIONS, MODIFICATIONS, DELETIONS AND CHANGES

The Contractor shall be notified by the Buyer of any deletions, changes, or additions to the plans and specifications. The Contractor shall furnish the buyer the added cost or credit resulting from these changes. A Change Order will be executed between the Buyer and Contractor authorizing these changes. Contractor is not bound by any changes for work of subcontractors or suppliers unless the Contractor agrees to the change in writing. Contractor will assess a \$0 administration fee for each Change Order. Contractor reserves the right to add time to the possession date resulting from a change order made by the buyer. Contractor reserves the right to require payment of all change orders upon execution of an agreement. All funds of additions, modifications, deletions, and change orders will be included in the final statement.

7. WARRANTY

Definitions:

- 1.) "Building standards" means the structural, mechanical, electrical, and quality standards of the home building industry for the geographic area in which the dwelling is situated and according to local building codes.
- 2.) "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.
- 3.) "Initial Homeowner" means a person who first contracts to purchase a dwelling from Kochmann Brothers Homes Inc., for the purpose of habitation and not for resale.
- 4.) "Major Construction Defect" means actual damage to the load-bearing portion of the dwelling, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to

vitality affect use of the dwelling for residential purposes. "Major Construction Defect" does not include damage due to movement of the soil caused by flood, earthquake, excessive rains, drought, natural disasters, or normal ground movements within tolerances for the geographic area in which the dwelling is situated.

5.) "Homeowner" or "Buyer" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

6.) "Vendor" or "Contractor" means Kochmann Brothers Homes Inc.

Warranty Date:

"Warranty date" means the date of the initial Homeowner's first occupancy of the dwelling; or, the date on which the initial vendee takes legal or equitable title in the dwelling.

Statutory Warranties:

Kochmann Brothers Homes Inc. shall for the sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, warrant to the Homeowner that:

- 1.) During the one year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards.
- 2.) During the two year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems installed by or at the direction of the vendor.
- 3.) During the ten year period from and after the warranty date, the dwelling shall be free from major construction defects.
- 4.) The above statutory warranties shall survive the passing of legal or equitable title in the dwelling to the Homeowner.

Product Suppliers or Implied Warranties By Others:

It is understood that Kochmann Brothers Homes Inc. warrants to the Homeowner only within the scope of this written warranty and its term and conditions. Any extended warranties by product suppliers or implied warranties by others outside of the scope of this written warranty, shall be the sole responsibility of the Homeowner to pursue with the proponent warrantor for any remedy or remuneration.

Exclusions:

This warranty is limited to the specific items set forth within and does not extend to the following:

A) Loss or damage not reported by the buyer to the contractor in writing within six months after the buyer discovers or should have discovered the loss or damage.

B) Loss or damage caused by defects in design, installation, or material which the buyer supplied, installed, or directed to be installed.

C) Loss or damage from normal wear and tear.

D) Loss or damage from normal shrinkage caused by drying of the dwelling within tolerances of building standards.

E) Loss or damage from negligence, improper maintenance or alteration of the dwelling by parties other than the contractor.

F) Loss or damage from failure to maintain the dwelling in good repair.

G) Accidental loss or damage usually described as acts of God, including but not limited to: fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake, except when the loss or damage is caused by failure to comply with building standards.

H) Loss or damage from soil movement which is compensated by legislation or covered by insurance.

I) Loss or damage from changes in grading of the ground around dwelling by parties other than the contractor.

J) Landscaping or insect loss or damage.

K) Loss or damage in which the Homeowner, has not taken timely action to minimize.

L) Loss or damage which occurs after the dwelling is no longer used as a residence or is not occupied.

M) Loss or damage from dampness and condensation due to insufficient ventilation after occupancy.

N) Secondary loss or damage such as personal injury or property damage.

0) Loss or damage due to soil conditions where construction is done upon land owned by the buyer and obtained by the buyer from a source independent of the contractor.

P) In the case of nail/screw pops on walls or ceilings, contractor does not guarantee that paint will match when pops are repaired and repainted. Contractor will not repaint entire wall or ceiling.

Remedies:

Kochmann Brothers Homes Inc. shall be given a reasonable length of time to remedy any defects or damages covered by this warranty. In the event that the defect or damages covered by this warranty are not corrected the vendee shall be limited to:

A) The amount necessary to remedy the defect or breach; or

B) The difference between the value of the dwelling without the defect and the value of the dwelling with the defect.

Prior to any remedy being done by parties other than Kochmann Brothers Homes Inc., a written estimate must be mailed to the vendor.

ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNDER THE UCC ARE HEREBY DISCLAIMED AND EXCLUDED. IN THAT REGARD, HOMEOWNER HEREBY PURCHASES THE HOUSE "AS IS" AND "WITH ALL FAULTS". THE ONLY WARRANTY PROVIDED SHALL BE AS SET FORTH IN THE CONTRACT BETWEEN THE PARTIES. THIS EXCLUSION OF WARRANTIES PROVISION SHALL ALSO APPLY TO ANY WARRANTY OF FITNESS FOR THE PURPOSE CREATED BY THE NORTH DAKOTA SUPREME COURT IN DOBLER V. MALLOY.

8. **POSSESSION** The Contractor agrees to substantially complete his part of this agreement on or before _____, 2016 except for delay caused by strikes, inclement weather, acts of God, unavailability of materials or other causes beyond the control of the Contractor.

9. **RISKS/INSURANCE** The Contractor agrees during construction to carry public liability, builder's risk, fire, and extended coverage insurance. Buyer agrees to furnish fire and extended coverage insurance satisfactory to the Lender upon completion of construction or Buyer's possession of the house, whichever is earlier.

Flood Insurance, if required by Contractors construction lender will be an additional cost charged to Buyer. Upon completion of project, Flood Insurance policy will be transferred to Buyer.

10. **CONVEYANCE**- At closing

11. HOME OPERATING COSTS Contractor to pay for utility usage during construction. Buyer to switch utilities into their name effective at date of closing or possession. Buyer to have home owners insurance on home effective on the date of closing or possession. Contractor makes no representation as to the future utility costs or insurance costs of the home. Utility costs include but not limited to electricity, gas, propane, water, sewer, septic, tv, telephone, and internet. Buyer is urged to obtain independent information in this regard.

12. TAXES AND SPECIAL ASSESSMENTS Contractor does not pay for any taxes or specials installments.

Contractor makes no representation as to the amount of future real estate taxes and special assessments on the property and the Buyer is urged to obtain independent information in that regard.

12.1 FEES Contractor does not pay park, mailbox, water, association or other fees associated with property.

13. PENALTIES

CLOSING-Buyer will be liable for a \$50.00 per day penalty for each day that the Buyer fails to close after Contractor has substantially completed construction of the dwelling. That penalty shall be added to the purchase price and paid at closing. This is in addition to any carrying costs that Contractor incurs if Buyer delays the closing date.

14. HIRING OF SUBCONTRACTORS AND SUPPLIERS Contractor reserves the exclusive right to hire all subcontractors and suppliers for the construction of this dwelling. Contractor is not bound by any change orders effected between the Buyer and subcontractors or suppliers unless Contractor has agreed to those changes in writing.

15. TERMINATION OF CONTRACT

A. Contractor may terminate contract if any contingencies are not removed within 60 days after the date of this contract

B. Contractor reserves the right to immediately terminate all construction work and leave the project if any of the following shall occur:

1. Buyer refuses to sign written change orders.

2. Buyer fails to cooperate with decisions of the Contractor, or Buyer fails to make decisions regarding construction in a timely manner.

3. Any amounts owed to Contractor under this agreement have not been paid, or if Contractor reasonably believes that Buyer will not have access to funds or financing to meet all payment obligations under this contract.

In the event Contractor terminates this contract and leaves the project, Buyer nevertheless will be liable to Contractor for all work completed up to the time work is stopped and for all losses sustained by Contractor for materials, machinery, equipment, tools, overhead, lost profits, labor, soft costs, and damages.

16. ATTORNEY'S FEES If Contractor is required to retain an attorney to enforce any provisions of this contract, Buyer agrees to pay Contractor's reasonable attorneys fees, costs, and disbursements, in the event Contractor prevails.

17. ARBITRATION Should any dispute arise between the parties under this contract, the dispute shall be settled by binding arbitration. The parties shall agree upon an arbitrator who shall be well versed either in law or in the construction industry. Should the parties not be able to agree upon and arbitrator, then they each shall select an arbitrator and the two arbitrators shall select the third arbitrator. The normal rules of discovery shall apply, except that each party shall complete discovery within 180 days after the arbitrator(s) has been selected. In the event additional time is needed for discovery, both parties shall be bound by any arbitrator decision in regard to the discovery time period. The arbitration shall be conducted in Fargo, North Dakota. The parties shall split the cost and fees of the arbitrator. Any arbitration decision is binding on both parties and either party may confirm arbitration award pursuant to the law of the state where the project is located. Notwithstanding the above, any party filing a mechanic's lien pursuant to monies owed under the contract shall be entitled to proceed under the mechanic's lien laws of the governing state.

18. ENTIRE AGREEMENT There are no oral agreements between the parties. This agreement contains the entire agreement between the parties. No changes to the agreement shall be made unless signed in writing between the parties. This contract may not be assigned by the Buyer without the Contractor's prior written consent.

19. FEDERAL LAW THE BUYER IS ADVISED THAT IF THE PROJECT INVOLVES THE BUYER'S HOMESTEAD, FEDERAL LAW ALLOWS THE BUYER TO TERMINATE THIS CONTRACT FOR ANY REASON WITHIN THREE DAYS AFTER SIGNING IT.

20. NOTICES/ADDENDUMS/EXHIBITS.

- Urea formaldehyde and Mold notice attached.
- Exhibits A and B attached.
- All above notices, addendums, attachments, and exhibits are all part of this contract.

21. THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN IT. CONSULT YOUR ATTORNEY IF YOU HAVE ANY QUESTIONS.

BUYER

DATE ACCEPTED _____

SELLER

Kochmann Brothers Homes Inc.

By _____

Its _____

UREA FORMALDEHYDE NOTICE

IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE EXPOSURE. EYE, NOSE, THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PEOPLE AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.

NOTICE, DISCLOSURE, AND DISCLAIMER

WHAT HOMEOWNERS SHOULD KNOW ABOUT MOLD

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the decomposition of plant and other organic material. It spreads by means of microscopic spores borne in the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in a home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 deg. F and 100 deg. F. Finally mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infection. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problem that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize and possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soils). Furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keeping the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

DISCLAIMER AND WAIVER

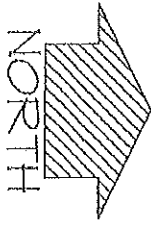
Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. We, the builder will not be responsible for any damages caused by mold, or by some other agent, that may associated with defects in our construction, to include but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health affects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, and implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

This notice, disclosure and disclaimer agreement is hereby appended to and made part of the contract of sale. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction use, the remainder of this agreement shall nonetheless stand in full force and effect.

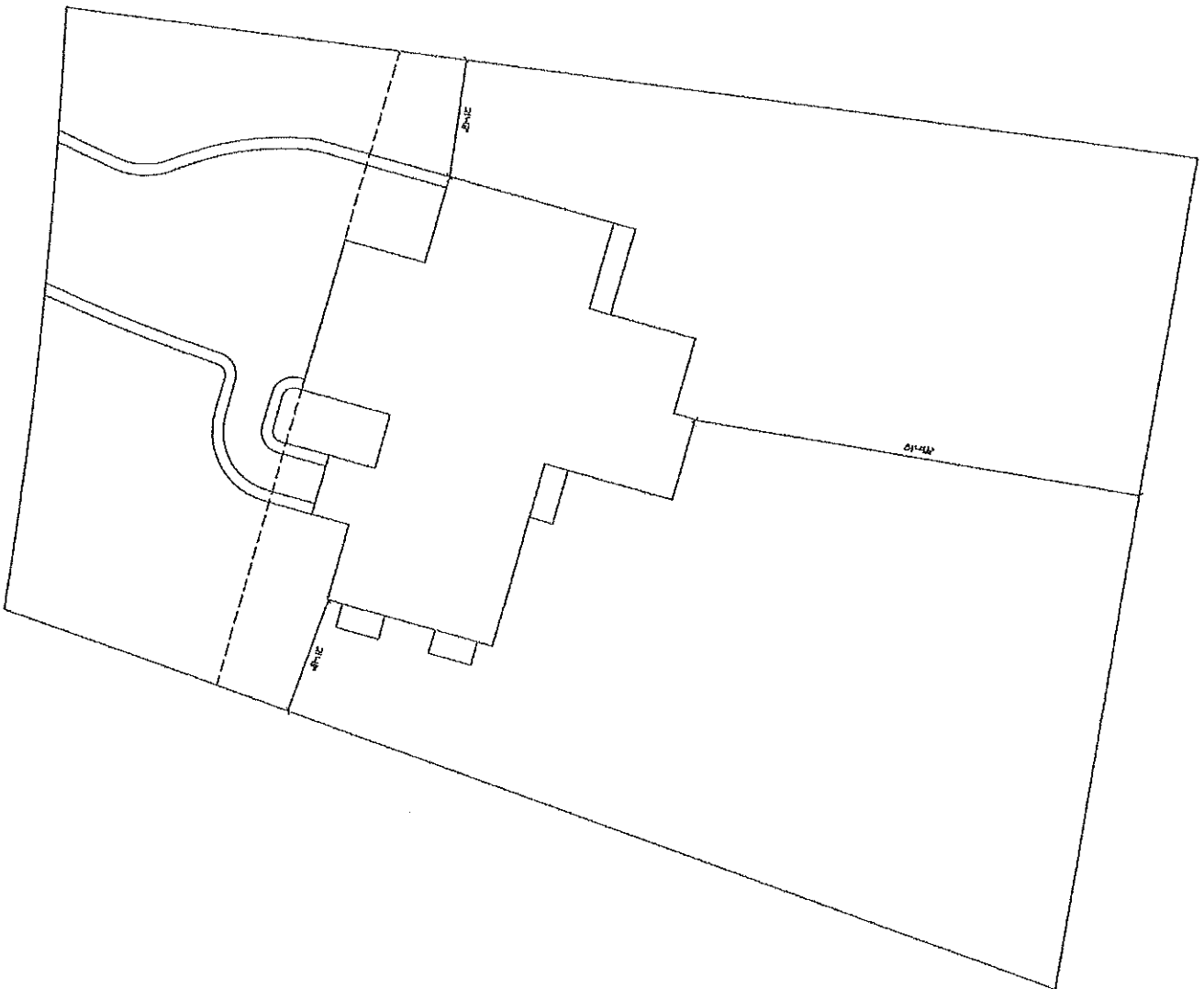
I acknowledge receipt of this notice, disclosure and disclaimer. I have carefully read and reviewed its terms, and agree to its provisions.

EXHIBIT A PLANS

SITE PLAN
ELEVATIONS
FLOOR PLANS

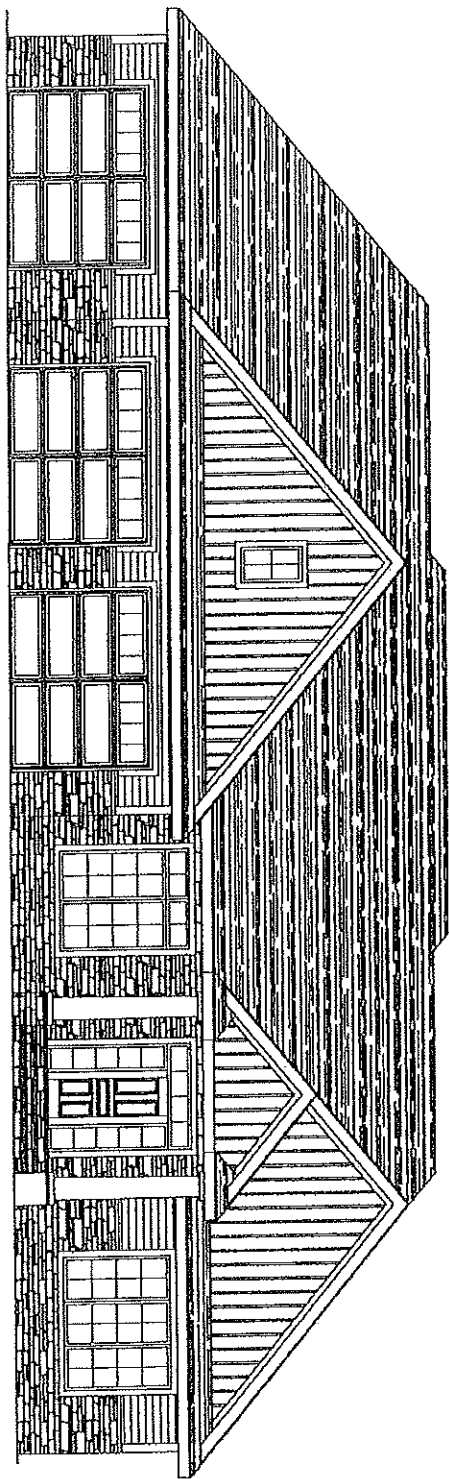


SITE PLAN
SCALE: 1"=10'



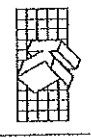
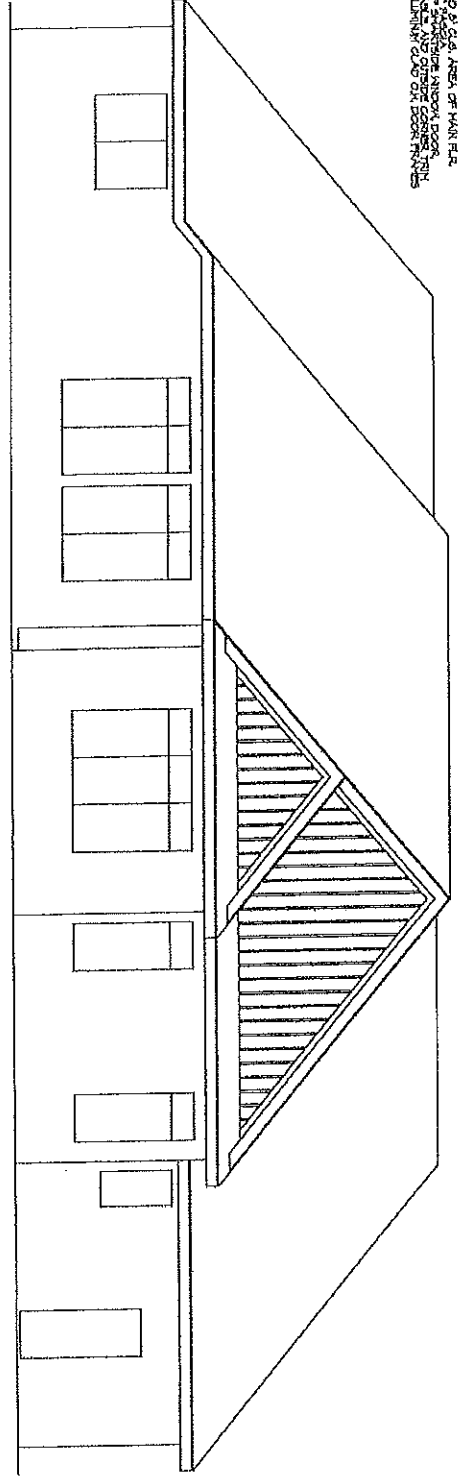
PAUL AND NANCY KOCHMANN, OXBOW ND

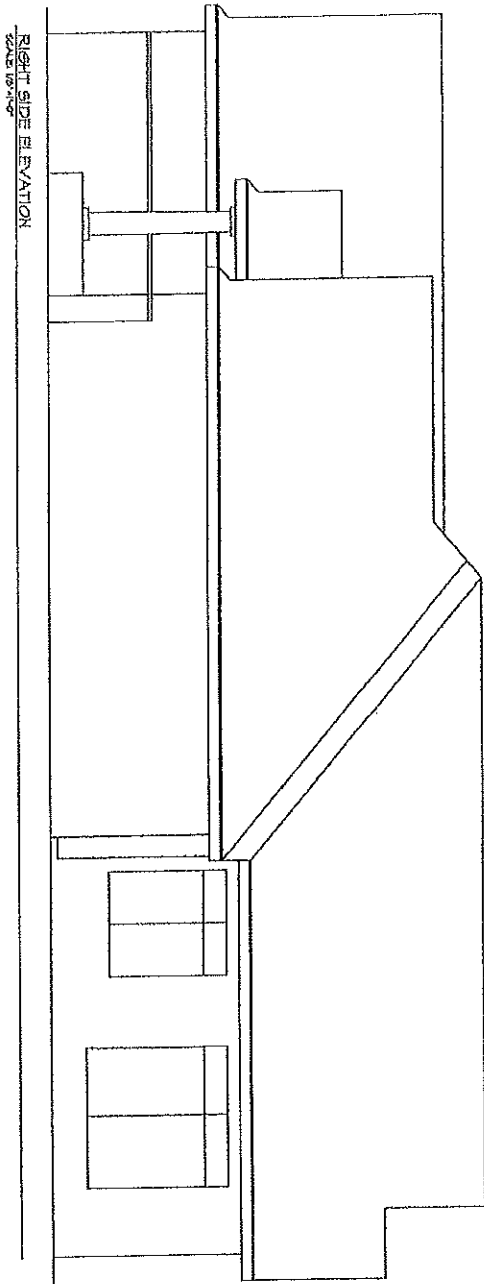
FRONT ELEVATION
SCALE 1/8" = 1'-0"



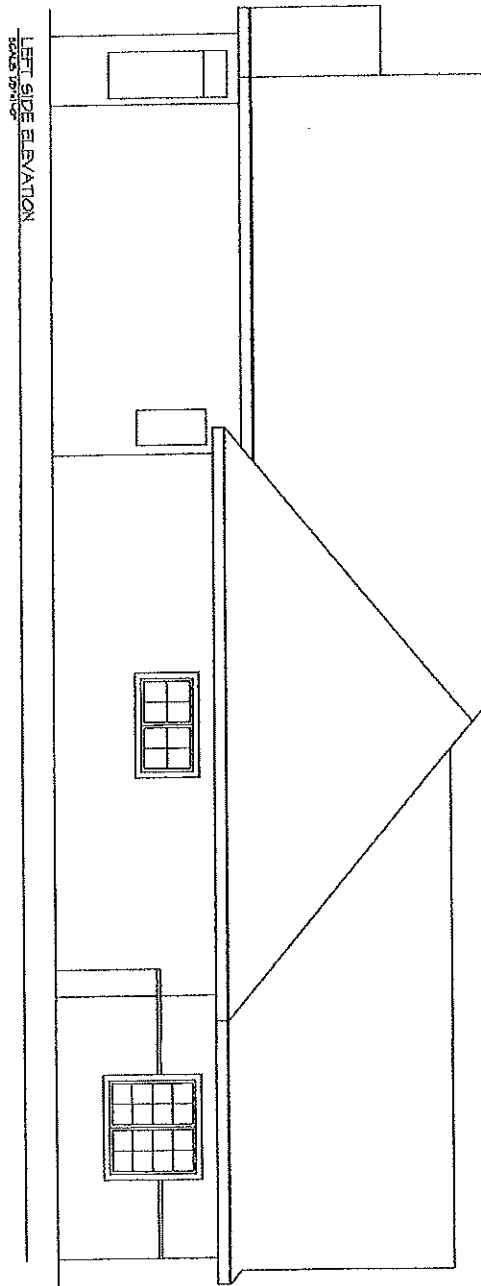
NOT TO BE USED FOR CONSTRUCTION
OR REPRODUCTION OF ANY KIND
WITHOUT THE WRITTEN PERMISSION OF
Kochmann Brothers Homes Inc.
PLANS AND OTHER DOCUMENTS
FURNISHED ARE ON BOOK PLANS

REAR ELEVATION
SCALE 1/8" = 1'-0"





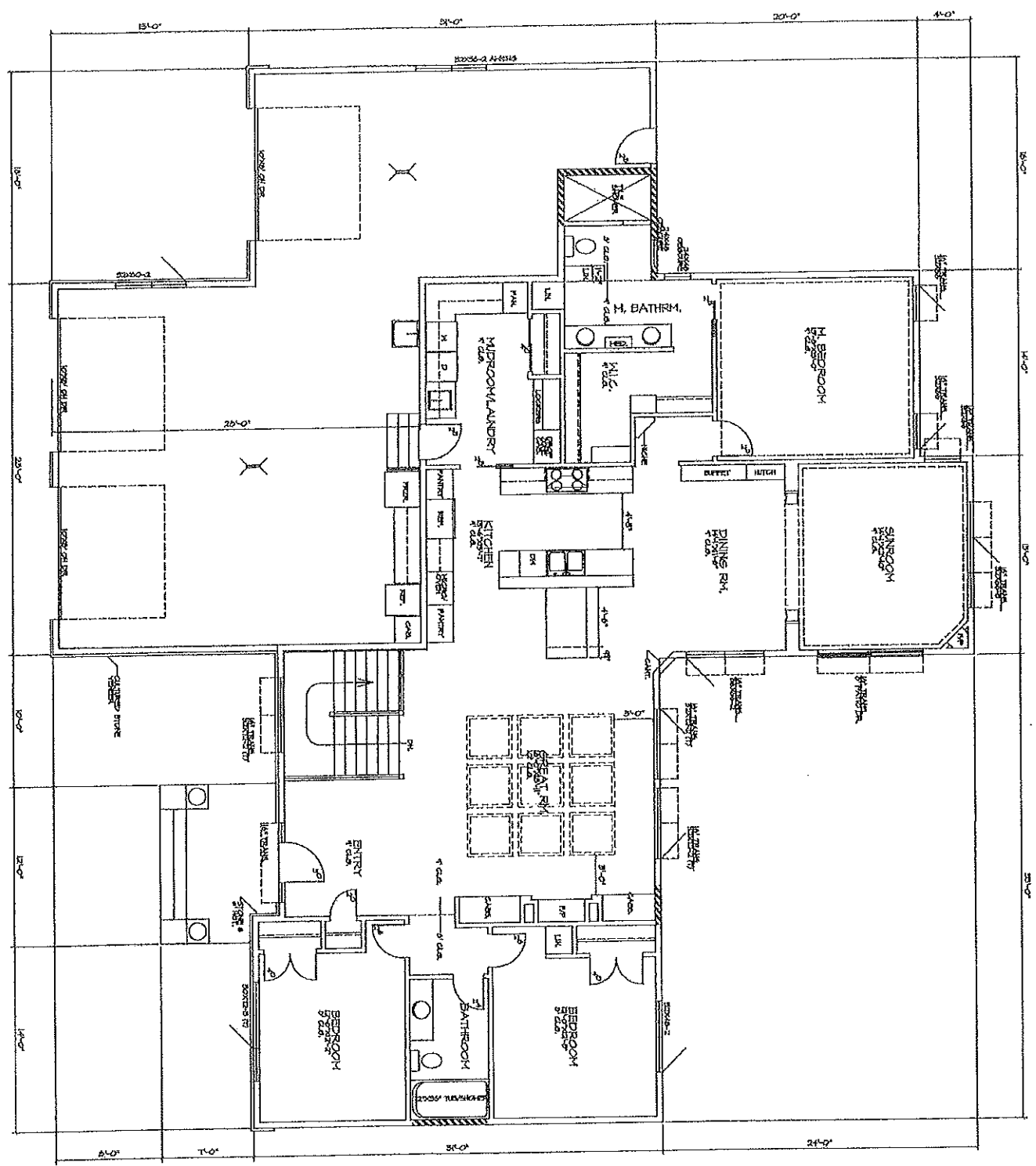
RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"

PAGE OF	<h1>KOCHMANN BROTHERS HOMES INC.</h1>		
	<p>ATTENTION: ANY USE, REPRODUCTION, COPYING, MODIFICATION, OR DERIVATIVE WORK OF THE PLANS FURNISHED BY KOCHMANN BROTHERS HOMES IS A VIOLATION OF THE UNITED STATES FEDERAL COPYRIGHT ACT.</p>	<p>PAUL & NANCY KOCHMANN OXBOW, ND</p>	<p>DRAWN BY: DARRICK G. DATE: 2-9-15</p>

MAIN FLOOR PLAN- 2285 SF
2021 10/10

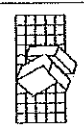


KOCHMANN BROTHERS HOMES INC.

ATTENTION:
ANY USE, REPRODUCTION, COPYING, MODIFICATION,
OR DERIVATIVE WORK OF THE PLANS FURNISHED
BY KOCHMANN BROTHERS HOMES IS A VIOLATION
OF THE UNITED STATES FEDERAL COPYRIGHT ACT.

PAUL & NANCY KOCHMANN
OXBOW, ND

DRAWN BY: DARRICK G.
DATE: 2-9-15



PAGE
OF

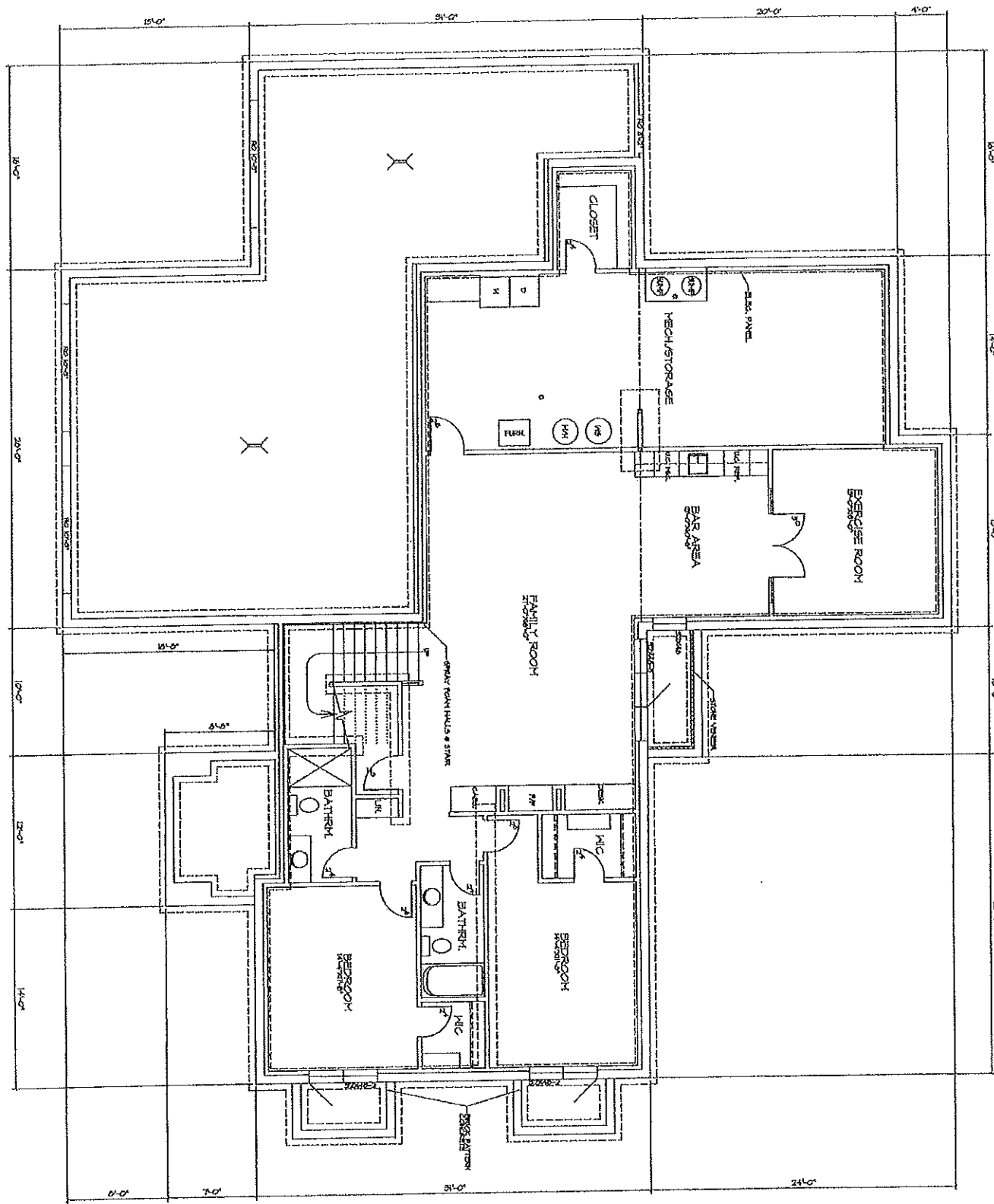


EXHIBIT B SPECIFICATIONS
PLUMBING
MECHANICAL
ELECTRICAL

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To: Kochmann Brothers	Cell phone:	Fax number:	Refer Code
Street 3209 Kiechtner Dr	Job Name Paul Kochmann		
City, State, Zip Code Fargo, ND 58103	Job Location Oxbow, ND		

We propose the following:

-Install plumbing for a 4 bath finished home. Laneys will provide and install the following:

KITCHEN:

1- Blanco B441315 33 x 19 undermount sink

1- Blanco B441332 basket strainer

1- Blanco B441324 disposal flange

1- Badger 5 garbage disposal

1- Brizo D64025LFRB faucet w/ pull down spray

1- Brizo DRP75675RB soap dispenser

1- Ice maker line to fridge

1- Dishwasher installation

MAIN FLOOR LAUNDRY:

1- Washer box rough-in

1- Mustee M11 20 x 17 drop in sink

1- American standard A4175300002 pull out faucet

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

☐ Cash/Check. ☐ Credit Card. ☐ VISA ☐ Master Card ☐ Discover.

Credit Card # _____ Expiration: _____

FINANCING:

☐ Xcel Energy ☐ Cass County Electric ☐ Bryant ☐ Lennox ☐ State Bank ☐ Other

PAYMENT DUE UPON COMPLETION. All payments not made when due will bear interest at eighteen (18) per annum. If payments are not made when due, you will also be responsible for all costs of collection, including reasonable attorney's fees. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Laney's Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

MASTER BATHROOM:

- 1- Custom shower drain
- 1- Kohler K304 shower valve
- 1- Kohler KT13134-4B-CP shower trim
- 2- Kohler K2355-0 archer undermount lavs
- 2- Brizo D65305LFPCLHP baliza chrome widespread lav faucets
- 2- Brizo DHL505 chrome faucet handle kits
- 1- Kohler K4199 elongated comfort height toilet w/ seat

MAIN FLOOR GUEST BATH:

- 1- Kohler K1124-RA-0 72 x 36 whirlpool tub
- 1- Kohler K7272-cp chrome whirlpool slotted tub drain
- 1- Kohler K304 tub/shower valve
- 1- Kohler KT395-4 chrome tub/shower trim
- 1- Kohler K2210-0 caxton undermount sink
- 1- American Standard A7440801002 chrome widespread lav faucet
- 1- Kohler K4198 wellworth elongated toilet w/ seat

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions:

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

- ☐ Cash/Check. ☐ Credit Card. ☐ VISA ☐ Master Card ☐ Discover.

Credit Card # _____ Expiration: _____

FINANCING:

- ☐ Xcel Energy ☐ Cass County Electric ☐ Bryant ☐ Lennox ☐ State Bank ☐ Other

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Laney's Signature _____

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Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

BASEMENT BATH:

- 1- Aquatic 2603sg tub/shower
- 1- Kohler K304 tub/shower valve
- 1- Kohler KT98006-4 chrome tub/shower trim
- 1- Chrome lift and turn tub drain
- 1-Kohler K2196-1-0 pennington lav
- 1- Price pfister PF042JDCC chrome lav faucet
- 1- Kohler K4198 wellworth elongated toilet w/ seat

3/4 LOWER BATH:

- 1- Aquatic 1603sg shower

-CONTINUED ON NEXT PAGE.....

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$

Payment Terms/Conditions:

Work can be scheduled with a \$ down payment. payment due upon completion.

- ☐ Cash/Check. ☐ Credit Card. ☐ VISA ☐ Master Card ☐ Discover.

Credit Card # Expiration:

FINANCING:

- ☐ Xcel Energy ☐ Cass County Electric ☐ Bryant ☐ Lennox ☐ State Bank ☐ Other

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Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above

Laney's Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature Date

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

3/4 LOWER BATH CONTINUED.....

1- Kohler K304 shower valve

1- Kohler KT98008-4 chrome shower trim

1- Shower drain

1- Kohler K2196-1-0 pennington lav

1- Price pfister PF042JDCC chrome lav faucet

1- Kohler K4198 wellworth elongated toilet w/ seat

MECHANICAL / GARAGE:

2- Garage drainss

2- Floor drains

2- Sump pits

1- Zoeller 1/3hp sump pump

1- Pro series PHCC1730 battery backup sump pump

2- Outside wall hydrants

1- Mustee 18f floor mount laundry tub

-CONTINUED ON NEXT PAGE.....

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions:

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

☐ Cash/Check. ☐ Credit Card. ☐ VISA ☐ Master Card ☐ Discover.

Credit Card # _____ Expiration: _____

FINANCING:

☐ Xcel Energy ☐ Cass County Electric ☐ Bryant ☐ Lennox ☐ State Bank ☐ Other

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Laney's Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

MECHANICAL // GARAGE CONTINUED.....

1- Kohler K11935 chrome laundry tub faucet

1- Marathon 105 gallon electric water heater

1- Slice gate

1- Backwater valve

1- Sump by-pass

1- Irrigation line rough-in w/ vacuum breaker

1- 2 gallon expansion tank

1- Radon mitigation system

1- Water softener and RO rough-in

-Sewer and water up to 60' and or 8 hours labor by Laneys. Excavation and backfill of sand by others.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

Twenty seven thousand two hundred sixty and 00/100 dollars \$ 27,260.00

Payment Terms/Conditions

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

☐ Cash/Check. ☐ Credit Card. ☐ VISA ☐ Master Card ☐ Discover.

Credit Card # _____ Expiration: _____

FINANCING:

☐ Xcel Energy ☐ Cass County Electric ☐ Bryant ☐ Lennox ☐ State Bank ☐ Other

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Brian Olson

Laney's Signature _____

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Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation

LANEY'S

Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

ALTERNATE:

BAR:

-Rough-in plumbing for bar sink. Supply and install the following:

1- Thompson traders TKPU1715BRN hammer nickel bar sink

1- Kohler K297-CP simplice pull down faucet

1- Pro flo basket strainer

Add: \$965.00

MECHANICAL:

-Add laing recirculating pump w/ timer

Add: \$695.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

☐ Cash/Check.

☐ Credit Card.

☐ VISA

☐ Master Card

☐ Discover.

Credit Card # _____

Expiration: _____

FINANCING:

☐ Xcel Energy

☐ Cass County Electric

☐ Bryant

☐ Lennox

☐ State Bank

☐ Other

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Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Laney's Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____

Date _____

MECHANICAL SPECS FOR PAUL AND NANCY KOCHMANN RESIDENCE OXBOW, ND

HEATING AND COOLING:

- CARRIER INFINITY 97% EFFICIENT FURNACE, 59MN7A080V21-20
- CARRIER ZONED SYSTEM
- CARRIER INFINITY HEAT PUMP/AIR CONDITIONER, 17.5 SEER, 25VNAO48A003
- INFINITY TOUCH WI-FI THERMOSTAT
- SUPPLIES AND RETURNS FOR MAIN AND LOWER FLOORS
- 1-HIGH EFFICIENCY MEDIA FILTER

OTHER:

- 2-VENTING FOR DRYER
- CARRIER HUMIDIFIER WITH AUTOTRAC
- 4-BROAN BATH FANS QTXE80
- GAS LINE FOR GENERATOR
- GAS LINE FOR GRILL W/ CONNECTOR
- GAS LINE FOR COOKTOP
- VENT RANGE HOOD

**ELECTRICAL SPECS FOR PAUL AND NANCY KOCHMANN
RESIDENCE, OXBOW ND**

1-200 AMP PANEL

-INTERIOR AND EXTERIOR OUTLETS BY CODE

-FURNISH AND INSTALL SMOKE DETECTORS CARBON
MONOXIDE/SMOKE DETECTORS BY CODE

1-WIRE DOOR CHIME

1-10 KW GARAGE HEATER

1-WIRE FURNACE AND AIR CONDITIONER

1-WATER HEATER WIRING

1-HUMIDIFIER WIRING

2-DRYER OUTLET

2-WASHER OUTLET

-WIRE APPLIANCES

-WIRE CENTRAL VAC

23-INTERIOR RECESSED LIGHTS MAIN FLOOR (4 LED)

21-INTERIOR RECESSED LIGHTS IN BASEMENT (2 LED)

2-LED CLOSET DISK LIGHTS

-WIRE KITCHEN AND BAR UNDERCABINET LIGHTS

-WIRE DESK UNDERCABINET LIGHT

4-LED STEP LIGHTS

5-PUCK LIGHTS

-DECORA SWITCHES

6-DIMMERS

-SWITCHES, OUTLETS, AND PLATES TO BE STD. COLORS

-HANG LIGHT FIXTURES

EXHIBIT C
COST ESTIMATE

CONSTRUCTION ESTIMATE/JOB COSTS

KOCHMANN BROTHERS HOMES INC.

PROJECT: BENDER PAUL AND NANCY KOCHMANN
 1011 EGGAN
 ESTIMATOR: DARRICK
 DATE: 5/15/85

TAKE-OFF
 HOUSE SQUARE FOOTAGE: 0
 GARAGE SQUARE FOOTAGE: 0
 VALUE: 0

DESCRIPTION	SUBCONTRACT	ESTIMATE	DRAW 1	DRAW 2	DRAW 3	DRAW 4	VARIANCE
INDIRECT COSTS							
EPA COMPLIANCE	STANTEC/KBH	500					500
DESIGNER FEE	DESIGN DIRECTION	1800					1800
REPRODUCTION FEES	APPLIED ENG	500					500
CONSTRUCTION							
EXCAVATION	RED RIVER	9500					9500
SAND & GRAVEL	AGGREGATE IND.	46700					46700
CONCRETE FOUNDATION/FLAT	CAMRUD-FOSS	56410					56410
GARAGE STEP & RAILING	PREMIUM DECKS	1400					1400
WINDOW WELL LADDERS	TRUE NORTH	200					200
FRAMING LABOR	KLEIN	25600					25600
LUMBER	CRANE JOHNSON	26650					26650
MISC MAT'L/LABOR	MISC	4500					4500
SHINGLES, ROOF EDGE, VENT	CRANE JOHNSON	11615					11615
FLOOR TRUSSES	NTS	6500					6500
ROOF TRUSSES	NTS	16000					16000
WINDOWS-ANDERSEN	CRANE JOHNSON	20000					20000
FRONT DOOR-ALLOWANCE	CRANE JOHNSON	3800					3800
EXT. DOORS	CRANE JOHNSON	785					785
EXTERIOR FINISH							
ROOFING	WAGNER	5538					5538
BRICKWORK	STAR MASONRY	26060					26060
PERMACAST COLUMNS	CRANE JOHNSON	2666					2666
CLAD OH DOOR FRAMES	CRANE JOHNSON	1400					1400
SIDING/GUTTERS ECT.	LEMKE	18493					18493
OH GARAGE DOORS	EZ- CHI 2294 10X8	4833					4833
OH GARAGE DOOR WINDOWS	EZ- MADISON	660					660
GARAGE DOOR OPENER (3)	EZ	948					948

**NOTE BOLD ITEMS IN DESCRIPTION ARE BETTERMENTS

COSTSHT

GARAGE KEY PAD	EZ	48	48
PAINT EXT DOORS	STEEN & BERG	700	700
DECK	PREMIUM DECKS	9000	9000
INTERIOR FINISH			
INSULATION	CULLEN	8550	8550
DRYWALL PACKAGE +CUSTOM PAINT	RED RIVER	32400	32400
INT. PAINT/STAIN	GENE'S	11530.77	11530.77
MILLWORK	CRANE	18820	18820
TRIM OUT	CRIDER	11800	11800
HVAC/ELEC/PLUMBING			
ELECTRICAL	CITYWIDE	24526	24526
MISC. ELECTRICAL	CITYWIDE	600	600
HEATING/COOLING SYSTEM	COMFORT MAST	19720	19720
GAS GRILL LINE	COMFORT MAST	430	430
HUMIDIFIER	COMFORT MAST	325	325
DRYER VENTING	COMFORT MAST	250	250
VENT COOKTOP	COMFORT MAST	395	395
BATH FANS	COMFORT MAST	1180	1180
GAS COOKTOP LINE	COMFORT MAST	290	290
FIREPLACE UNIT-GREAT RM	COMFORT MAST	2953	2953
FIREPLACE SUNROOM	COMFORT MAST	2464	2464
FIREPLACE LOWER	COMFORT MAST	2715	2715
PAPER HOLDERS AND TOWEL BARS	ALLOWANCE	450	450
PLUMBING	LANEYS	27260	27260
WATER SOFTENER/RO	BERNIES	1975	1975
BAR PLUMBING/FIXTURES	LANEYS	965	965
LAING RECIRC PUMP W/ TIMER	LANEYS	695	695
ALLOWANCES			
CLOSET SHELVING	JL SHELVING	6086	6086
GARAGE SHELVING	JL SHELVING	510	510
CABINETS/COUNTERTOPS/MANTLES	WOOD SPECIALISTS	90325	90325
GARAGE CABS	WOOD SPECIALISTS	3240	3240
BAR CABINETS/COUNTERTOPS	WOOD SPECIALISTS	6445	6445
HEATED COUNTERTOP	WOOD SPECIALISTS	1980	1980
FIREPLACE FACE-UPPER TILE	ALLOW	2009	2009
FIREPLACE FACE-LOWER-TILE	ALLOW	896	896
KIT CERAMIC BACKSPLASH	ALLOW	3553	3553
MASTER SHOWER MAT'L	DESIGN DIRECTION	5621	5621
MASTER SHOWER LABOR	QUALLEY	4514	4514
TUB SURROUND MAT'L	DESIGN DIRECTION	2488	2488
TUB SURROUND LABOR	QUALLEY	1890	1890

COSTSHT

MIRROR ALLOWANCE	ALLOW	750	750
SOUND SYSTEM	ARCTIC	4065	4065
CENTRAL VAC	VALLEY CENTRAL	2956	2956
LIGHTING	VALLEY LIGHTS	8060	8060
BAR LIGHTS	VALLEY LIGHTS	338	338
GARAGE CEILING FANS	VALLEY LIGHTS	286	286
FLOORING CARPET/TILE	DESIGN DIRECTION	27648	27648
HARDWOOD FLOORING	JOHNSON HARDWOOD	11709	11709
HARDWOOD GREAT ROOM	JOHNSON HARDWOOD	3120	3120
APPLIANCES	FERGUSONS	7000	7000
APPLIANCES UPGRADE	FERGUSONS	3220	3220
APPLIANCES BAR	FERGUSONS	2666	2666
MISC. EXPENSES			
LANDFILL	KBH/KENS	700	700
PORTABLE TOILET	\$162/MO.	1216	1216
ELECTRIC SERVICE	CASS COUNTY	1000	1000
ELECTRIC METER FEES	CASS COUNTY	300	300
WATER		50	50
SNOW REMOVAL	MISC	250	250
FINAL CLEAN-UP	SADETA	1550	1550
INSURANCE-BUILDERS RISK	BW INS.	1800	1800
SUB-TOTAL		\$ 684,240.77	\$ 684,240.77

COSTS	\$	684,240.77
PROFIT/OVERHEAD	\$	124,961.32
SALES PRICE	\$	809,202.09

15.50%

PROJECT REQUIREMENTS

FLOOD PROOFING		
REBAR BSMT FLOOR	\$	805.00
WATER PROOFING	\$	1,300.00
WINDOW WELLS	\$	3,175.00
SUB TOTAL	\$	5,280.00
PROFIT/OVERHEAD	\$	968.52

COSTSHT

TOTAL	\$	6,248.52
<u>6' GARAGE WALLS AND FILL SAND</u>		
CONCRETE	\$	1,961.00
FILL SAND	\$	1,909.00
SUB TOTAL	\$	3,870.00
PROFIT/OVERHEAD	\$	709.88
TOTAL	\$	4,579.88
<u>ADDITIONAL DRIVEWAY DUE TO SET BACK (430 SF)</u>		
CONCRETE	\$	1,703.00
PROFIT/OVERHEAD	\$	312.38
TOTAL	\$	2,015.38
<u>PROPANE TANK</u>		
PROPANE TANK 500 FILLED/HOOKED (\$	3,000.00
SUB TOTAL	\$	3,000.00
PROFIT/OVERHEAD	\$	550.30
TOTAL	\$	3,550.30
<u>CONSTRUCTION FINANCING FEES</u>		
INTEREST	\$	11,850.00
ORIGINATION FEE	\$	3,555.00
APPRAISAL	\$	550.00
TITLE OPINION	\$	200.00
ABSTRACT UPDATE	\$	300.00
RECORDING FEES	\$	50.00
FLOOD CERT	\$	11.00
ADMIN FEE	\$	250.00
SUB TOTAL	\$	16,766.00
P/O	\$	3,075.42
TOTAL	\$	19,841.42
TOTAL COST OF PROJECT	\$	842,437.60

Window Coverings Bid



PROPOSAL

3211 Fiechtner Drive
 Fargo, North Dakota 58103
 701.365.4040 office
 sylvia@designdirectionfargo.com
 christina@designdirectionfargo.com

Proposal Submitted To		Project Location	
Name	Paul & Nancy Kochmann	Name	Paul & Nancy Kochmann
Address		Address	
City/St/Zip	Oxbow, ND 58047	City/St/Zip	Oxbow, ND 58047
Telephone	701.367.4789	Date	4.27.15

Scope of Work	
Description	Cost
<p>Silhouette 4" Quartette Window Shades for the following windows: (1) Stairway window, (2) blinds on great room window, (1) dining room windows, (1) blinds on back sunroom window, (1) blind on side sunroom window, (2) blinds on sunroom patio door, and (1) front bedroom. Ultraglides retractable control on all windows. Standard bottom up. Inside mounted. Semi-Opaque. Fabric style and color to be decided. Right controls. (2) Master bedroom windows. Ultraglides control. Top Down Bottom Up. Standard 4" roman fold. Inside mounted. Room dimming. Fabric style and color to be decided. Right controls.</p> <p>Vignette Roman Window Shades for the following windows: (1) Family room windows, and (1) bar window - Ultraglides control. Traditional bottom Up. Standard 4" Roman fold. Inside mounted. Semi-Opaque lining. Fabric style and color to be decided. Right controls.</p> <p>2 1/2" Classic Parkland Wood Blinds for the following windows: (1) Back bedroom on main floor window and (2) basement bedroom windows - Color to be finalized. Inside Mounted. Cord lift and wand tilt.</p> <p>Prices reflect 30% off retail pricing.</p> <p>Allowances only, fabric style and colors not finalized. Measurements taken from floor plan dated, 2.9.15</p> <p>Applicable tax and installation included.</p>	\$17,675.65
We propose to furnish material and labor per above	\$17,675.65
Upon acceptance, payment terms are 50% down with balance due upon completion	

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be allowed and made only upon written agreement and will become an extra charge over and above the estimate. Design Direction is not responsible for delays in work caused by circumstances beyond our control. Owner to carry insurance on all materials.
 Special order merchandise is not returnable.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Finance charge is computed by a periodic rate of 1 1/2% per month which is an annual rate of 18%.

Authorized Signature

Christina Mabel

Date: April 27, 2015

Note: This proposal may be withdrawn by us if not accepted within 30 days

Date of Acceptance _____

Client Signature _____

Client Signature _____

Landscaping Replacement Bid

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Estimate

Paul Kochmann
329 Schnell Drive
Oxbow, ND 58047

Date Estimate #

3/25/2015 1878

Description	Qty	Rate	Total
3 #5 Yew, Taunton	3	109.95	329.85
6 #25 Plum, Crimson	6	399.95	2,399.70
5 #5 Spirea, Tor	5	69.95	349.75
7 #1 Hosta Mixed	7	27.95	195.65
1 2" BB Maple, Northwinds Tree	1	550.00	550.00
3 #2 Viburnum, Cranberry European	3	59.95	179.85
6 #3 Hydrangea Bloomstruck	6	69.95	419.70
3 #3 Hydrangea Annabelle	3	69.95	209.85
3 2" BB Crabapple, Flowering Velvet Pillar	3	550.00	1,650.00
3 #2 Peony Kansas	3	44.95	134.85
2 #3 Peony White Tigeress	2	49.95	99.90
1 #5 Chokecherry, Autumn Magic	1	59.95	59.95
6 #1 Iris Siberian Caesar's Brother	6	27.95	167.70
6 #1 Hemerocallis, Pardon Me Daylily	6	27.95	167.70
1 #5 Dogwood, Arctic Fire	1	69.95	69.95
6 #1 Salvia Sensation Sky Blue	6	27.95	167.70
5 #2 Weigela Tango	5	55.95	279.75
1 #2 Peony Yummi Yellow	1	44.95	44.95
3 #3 Rose Double Knockout Pink	3	59.95	179.85
3 #1 Hosta Paul Glorys	3	27.95	83.85
3 #15 Juniper, Taylor	3	289.95	869.85
3 #3 Hydrangea BoBo	3	69.95	209.85
5 #2 Grass, Little Blue Stem, the blues	5	27.95	139.75
272 Ft. Stone Edging	272	15.00	4,080.00
15 Yds Planting Soil w/Fertilizer Installed	15	95.00	1,425.00
29 Character Boulders - Various Sizes	29	105.00	3,045.00
119 Sq. ft. Stone Wall	119	45.00	5,355.00
57 Sq. Ft. Flagstone Informal Pathway	57	23.00	1,311.00
559 Sq. ft. Flagstone Dimensional Drylaid Patio	559	24.00	13,416.00
2818 Sq. Ft. Pro 5 Weed Barrier (Fabric)	2,818	0.75	2,113.50
32 Yds. Decorative Rock	32	264.99	8,479.68

Subtotal

Sales Tax (7.5%)

Total

Prices reflect installed prices. 1 yr warranty on shrubs and trees and current year on perennials.

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Estimate

Paul Kochmann
329 Schnell Drive
Oxbow, ND 58047

Date Estimate #

3/25/2015 1878

Description	Qty	Rate	Total
320 Sq. Ft. Race Track Pavers on Driveway Border subcontracted thru Opp Construction	320	22.00	7,040.00
Subtotal			55,225.13
Lighting Package			
Install 250 Watt Powerecenter and roll of aquaseal	1	365.95	365.95
371 Ft. Wire 10/2 (lighting)	371	1.25	463.75
12 HK Uplight - Bronze with bulb and stake	12	159.00	1,908.00
10 Path Lights of choice, estimate	10	189.00	1,890.00
22 Hours to Install Lighting	22	65.00	1,430.00
Subtotal			6,057.70
Final Grade and Sod Package			
Final grade and sod package (assumes 2375 yds) subcontracted thru Hylden Landscaping		10,806.00	10,806.00
Subtotal			10,806.00
Irrigation Package			
Irrigation system installation inclusive of completed materials and labor. Primary materials inclusive of:		6,400.00	6,400.00
1 Hunter Pro C Controller			
14 Rainbird DV100 Electric Valves (zones)			
16 Rainbird 1804 Spray Heads			
47 Rainbird 5000's Sprinkler Heads			
Pipe, wiring, fittings, etc..			
* Includes first year winterization			
Subtotal			6,400.00
Additional Planting Bed Area:			
3 B13 Birch, Pinnacle	3	329.95	989.85

Subtotal

Sales Tax (7.5%)

Total

Prices reflect installed prices, 1 yr warranty on shrubs and trees and current year on perennials.

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Paul Kochmann
329 Schnell Drive
Oxbow, ND 58047

Estimate

Date Estimate #

3/25/2015 1878

Description	Qty	Rate	Total
5 Character Boulders - Various Sizes	5	105.00	525.00
88 Ft. Concrete Interlock Edging	88	8.25	726.00
** Can upgrade to stone edging for \$15/ft			
480 Sq. Ft. Pro 5 Weed Barrier (Fabric)	480	0.75	360.00
5 Yds Planting Soil w/Fertilizer Installed	5	95.00	475.00
5 Yds. Decorative Rock	5	264.99	1,324.95
Subtotal			4,400.80

Subtotal \$82,889.63

Sales Tax (7.5%) \$0.00

Total \$82,889.63

Prices reflect installed prices. 1 yr warranty on shrubs and trees and current year on perennials.

Detail Article About the 329 Schnell Property

A Winner for the Whole Family



By Joyce Eisenbraun

Photos by Mike Smith

Built by Kochmann Brothers Homes, Inc.

Design by Vicki Heimbuch, Colour Pointe Design

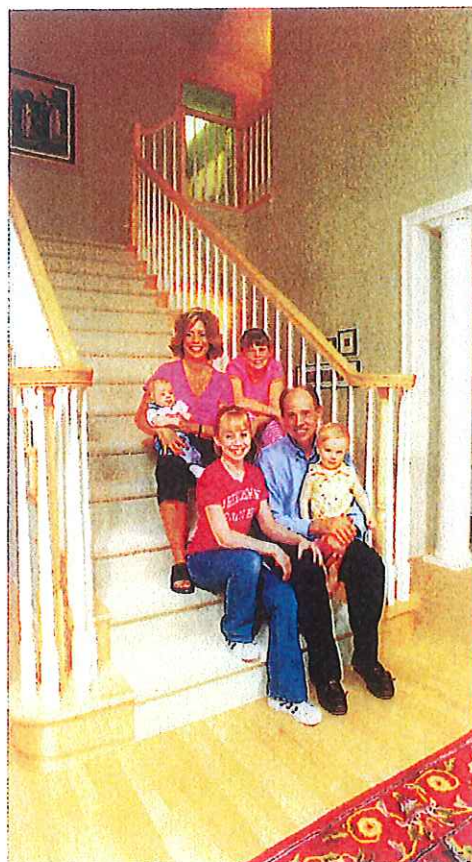


Just off the 10th green at the Oxbow Country Club is another custom home built by Paul Kochmann, half of the Kochmann Brothers Homes construction firm.

The 2003 Parade of Homes Best of Show has a stunning architectural presence, meticulous attention to detail and innovative interior design. However, this gorgeous two-story, five-bedroom house is also home for Paul, his wife, Nancy, and their four children. After years of building homes for other families, Paul and Nancy created a space that blends a traditional formal elegance with a family-friendly panache.

A grand two-story foyer greets guests, detailed with a large arched window and matching transom above the twin French entrance doors. The foyer's unique, frosted glass and bronzed ironwork chandelier has companion pieces in the formal living and dining rooms. Dominating the foyer is a majestic staircase done in sunlit cream carpet and natural maple wood. Pillars just off each side of the staircase lead to the formal living and dining rooms. The extra-wide 12-inch walls at each entrance enhance the traditional, formal atmosphere of these elegant entertaining areas.

Nancy credits Vicki Heimbuch, owner of Colour Pointe Design and in-house design specialist for Kochmann Brothers, with pulling the many color and style choices together throughout the home. "I really wanted a formal red room," says Nancy, "but I didn't know how to make it work. Vicki suggested a striking rouge color, coordinating it beautifully with the adjoining areas by using fabrics, furniture and artwork."





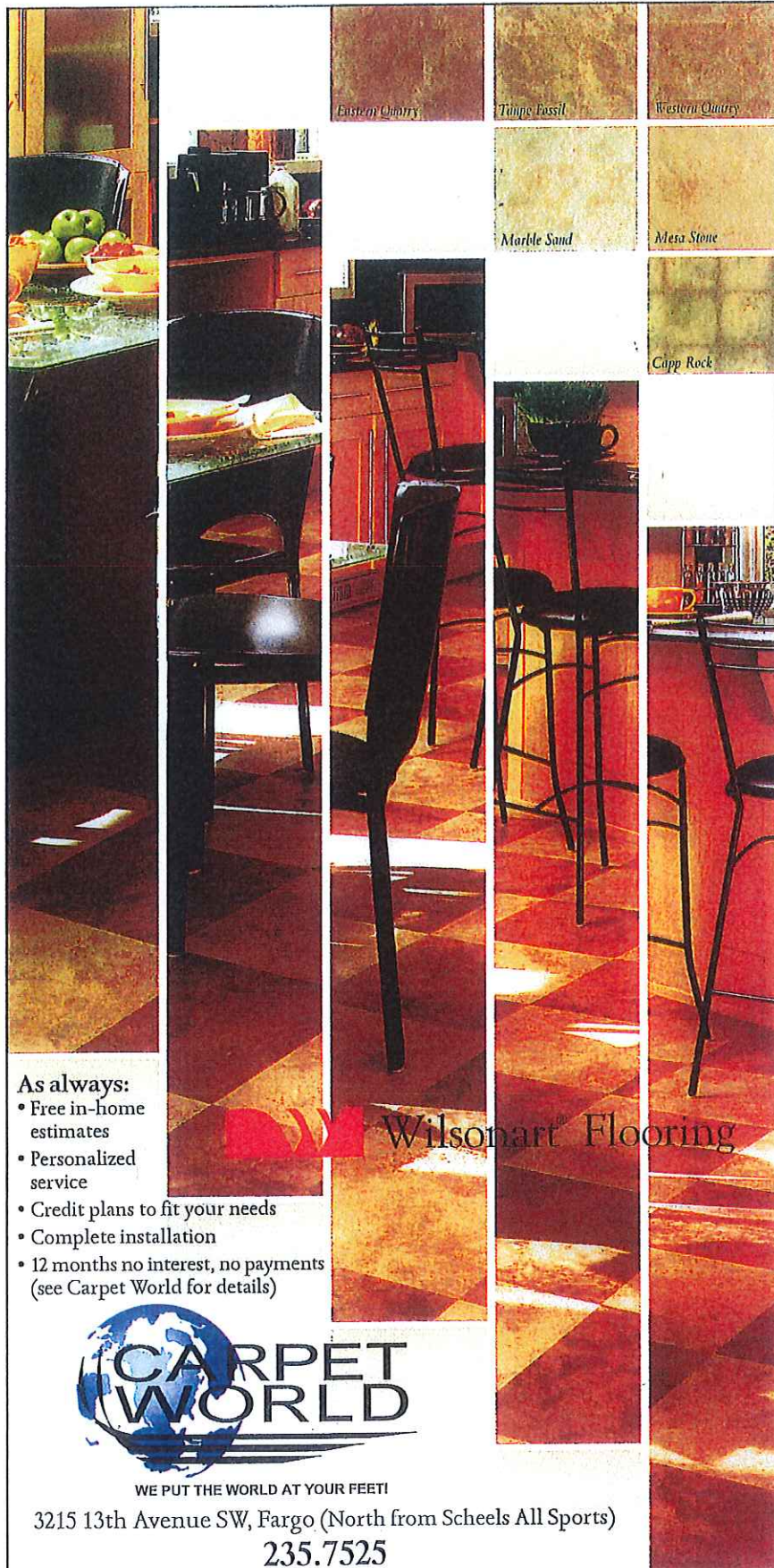
The vivid rouge tones on the living room walls are complemented by floral window treatments in celadon, parchment and rouge. An original floral oil painting by Mario draws the eye to the vibrant colors. A marble inset on the dual-sided fireplace is flanked by mini-pillars on each side of the mantle, a hand-carved accessory from local artist Phil Holtan. The winter-white trim paint used throughout the home is a special color match, blended to Paul's specifications.

In the dining room, an old maple table has been renewed, and the matching chairs recovered in a floral tulip and green dot fabric. A soothing, original painting by Eileen Gunn titled "Parrot Tulips" is nestled neatly within a custom-built maple hutch and china cabinets. Cove molding around both the living and dining room ceilings add to the elegant charm of these two rooms.

Two barrel-arched hallways lead back to the family area of the first floor. On the left side, a charming powder room boasts chic panda wallpaper, another find by Vicki. Gold and chrome Kohler fixtures accent the metal pedestal sink and pewter mirror.

The family room on the right features a taupe leather sofa and Queen Anne chairs gathered around a big screen television and built-in entertainment center. The fireplace has a ceramic surround to complement the driftwood carpet. An oversized bay window overlooking the golf course offers added seating as well as a convenient toy and game storage for the children. The wood window blinds are topped by a fabric valance, which has a fruit and flower motif set against an ebony background. A multitude of crimson, olive and charcoal plaid, checked and floral pillows add to the comfort and color in this kid-friendly space. Black fruit-shaped cabinet hardware, a metallic frog lamp and fanciful artwork contribute to the inviting and uplifting feel of the room.

Between the family room and kitchen is the family dining area. The inspiration for this area resulted from the many Mary Engelbreit gifts Paul has given Nancy. A black and white check on the area rug borders a floral and fruit pattern. Plaid seat covers and a new coat of paint



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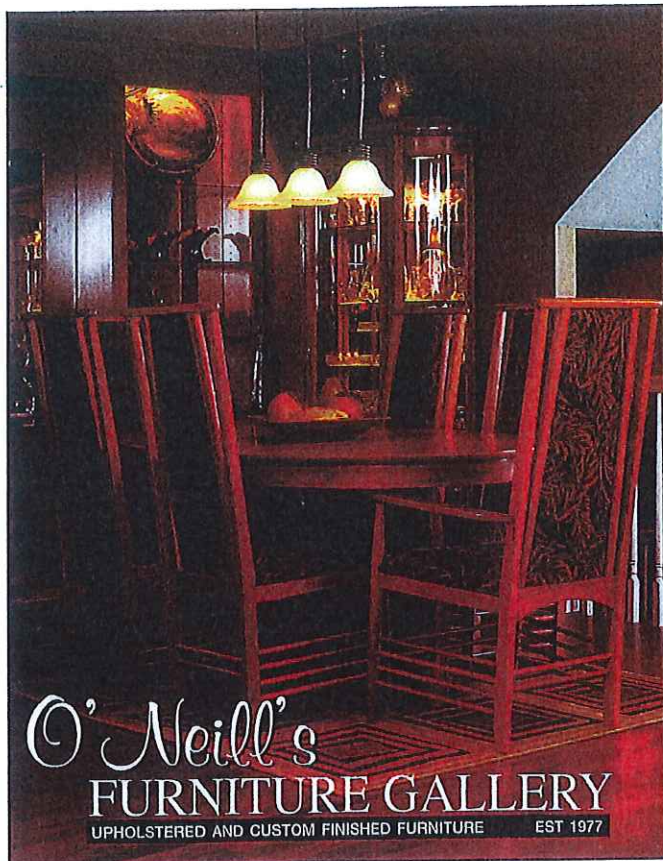
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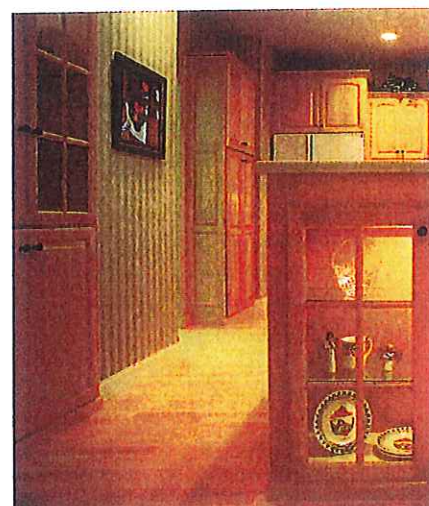
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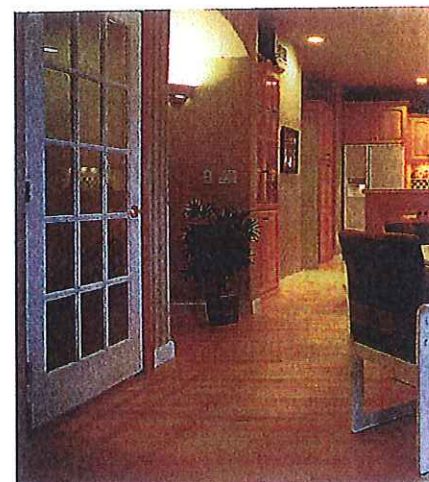
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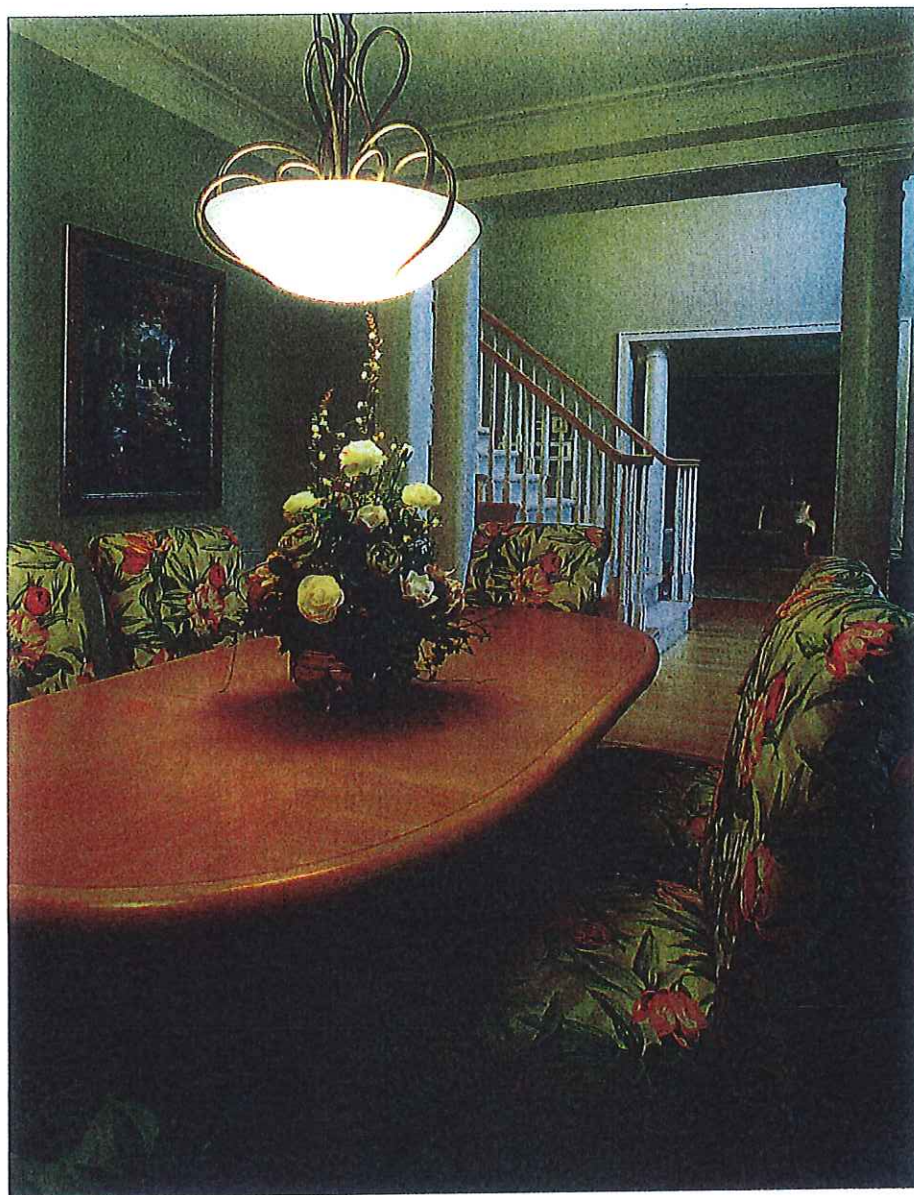
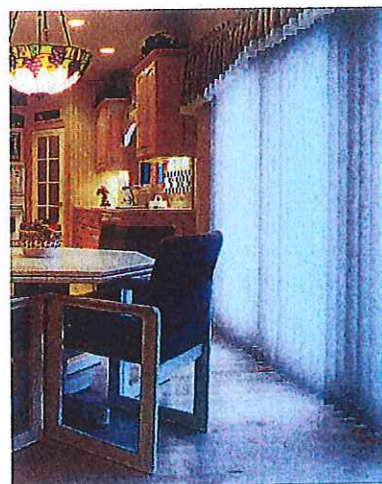
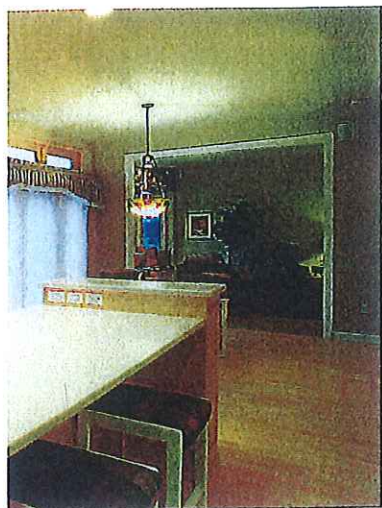
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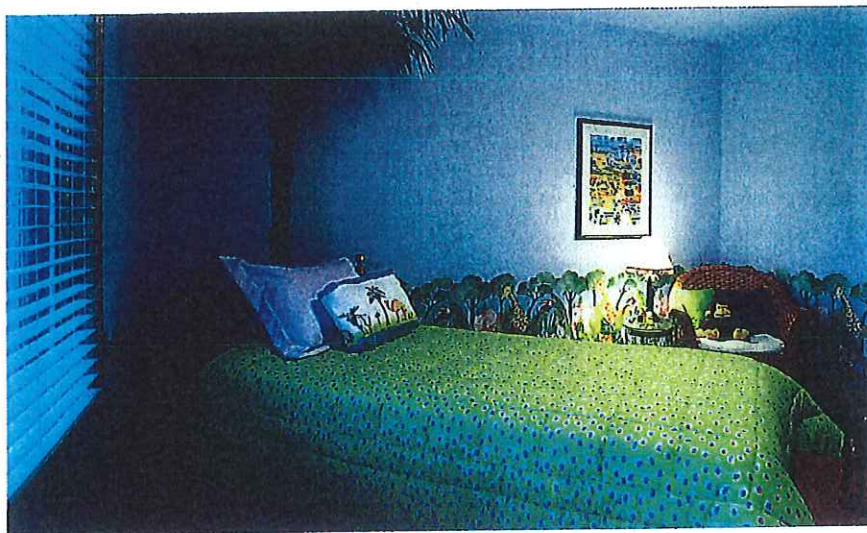


revitalized an existing dining room set to match the contemporary theme. Natural maple hardwood floors through the dining and kitchen areas were finished by Kensok, ensuring easy cleanup as well as beauty. Linen-look vertical blinds and a bee-adorned taupe and cream checked window treatment top the 9-foot long walkout deck doors.

The kitchen uses natural maple woods throughout with white appliances. Rope trim on the cabinets matches the detailing in the family room. Brushed chrome hardware and faucets accent the oatmeal Corian countertops and an extra-wide, extra-deep sink. The island features a built-in cook-top, a hand-carved pedestal leg, a snack counter and a lighted display cabinet.

Leading from the kitchen to the garage is a handy mudroom, decorated in a sporty baseball theme. A custom-built maple unit allows each child his/her own locker complete with hooks, a shelf, a drawer and a personalized nameplate.

Going upstairs, the grand staircase splits at the top, with a left turn leading to three of the children's bedrooms. Carter's room is a little boy's delight, with a fire truck and Dalmation wallpaper border upon a painted blue cloud background. The custom window



treatment is a tailored valance in fire-engine red with black and white spotted insets.

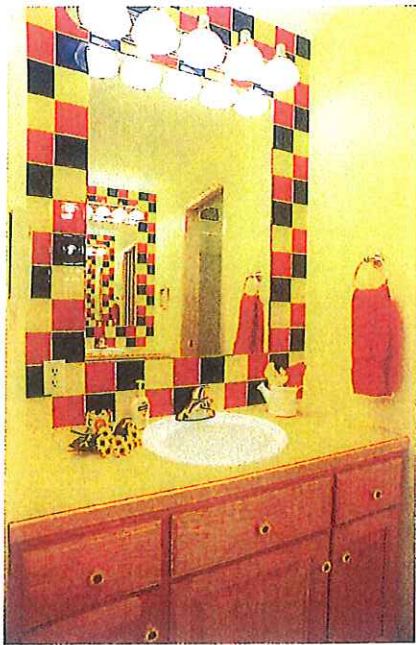
The bath next door is a riot of color in canary yellow, ruby red and royal blue. Pocket doors separate the boys' and girls' sinks from the bathing area. The cabinet on the boys' side features bulldozer knobs, while the girls have sunflower hardware. Yellow laminate countertops, red towel and a colorful shower curtain accent the room. A sun tunnel pours natural light into the interior bath area.

The 10-year-old wanted a full-color jungle look, so elephants, giraffes and zebras greet you from the two-foot floor border that surrounds the room. Dark hunter green carpet adorns the jungle floor, while lilac, apple, violet and emerald custom bed linens and leaf window treatment add punch to the jungle theme. However, the most fun may be in the 8-foot palm tree that sways above the headboard. A wicker chair and animal accents complete the look.

In all the bedrooms, clutter is kept to a minimum with double closets, complete with drawers, lots of shelves for clothes and books, and a two-tier hanging system. "We wanted the kids to have as much space as possible in their rooms, so we designed the closets to hold most of their clothes and toys, so they would have more play space," notes Paul.

The third bedroom reflects the personality of the youngest daughter—flowers. Affectionately known as the "garden room," a 2-foot floor border with flowers and butterflies on a garden fence is used around the room. A child-sized rocking chair sits beneath a little birch tree, while a yellow mated print of a young girl in a garden complements the seed pearl colored walls. Buttercup fabric with a friendly lady bug print was used for the custom bedding and rocker cushion. Ladybug hardware on the white furniture and a yellow floral valance complete the garden touches.

Crossing to the other side of the grand staircase is the home's laundry facility. Granite-look laminate countertops, a deep sink, abundant cabi-



nets and four custom-built clothes basket shelves, along with an under-cabinet TV make this an easy place to get lots of work done.

Next door, the master bedroom is another triumph of color with dusty mulberry walls strikingly set against wide winter white trim and a high trayed ceiling. A sheer ecru bed skirt is gracefully crowned by floral bed linens of mulberry, sage and cream. Rope trimmed shams and floral, striped and velvet throw pillows, give the raised queen-size bed an appealing finish. A unique window treatment, bamboo headboard and dresser, cashew carpet and an ecru ceiling fan that offers indirect lighting, soften the formal look.

The master bath is designed for relaxation as well as busy mornings. Two large under-mount sinks are separated by a frosted glass medicine cabinet. A marbled wallpaper of purple, sage and cream dress the walls, while Corian countertops on white, furniture-style cabinets are complemented by oversized ceramic tiles on the floor. An oval whirlpool tub is set off by a soothing country sunset painting, candles and fragrant dried lavender. The large window above the tub is laced with a sheer decorative swag valance and remote control operated privacy blinds. Stained glass art, created by Darla Rufer to match the bed linens,

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accents the wall between the vanity and water closet.

Behind the bathroom is the couple's walk-in closet. Again, natural light is incorporated into the design, which features custom-designed shelving and tiers of closet space.

The third level of the home is where the oldest daughter has her space. Leading off the kitchen is a French door and an extra-wide staircase to the lower level. A cozy reading room and large family room at the bottom of the stairs is "kid central" according to Nancy. Below the large escape windows, a large sectional, Karaoke machine, computer, television and filled bookshelves make this a favorite hangout for family and friends. Behind a set of French doors is a well-equipped home gym, complete with a wall-mount television.

Just down the hall are the bath and bedroom for the young teen. The bath is finished in "beach plum" for a fun, contemporary look, while the adjoining bedroom has pale watermelon walls with soft blue accents. A watermelon and white striped window treatment liven up the escape window, while the comforter and



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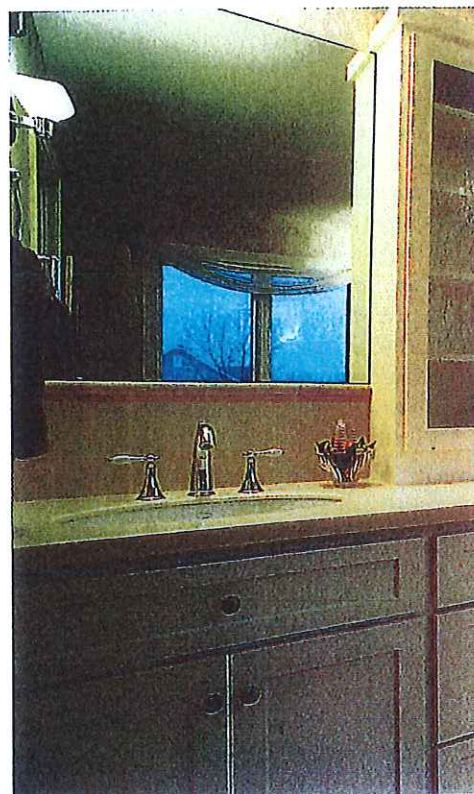
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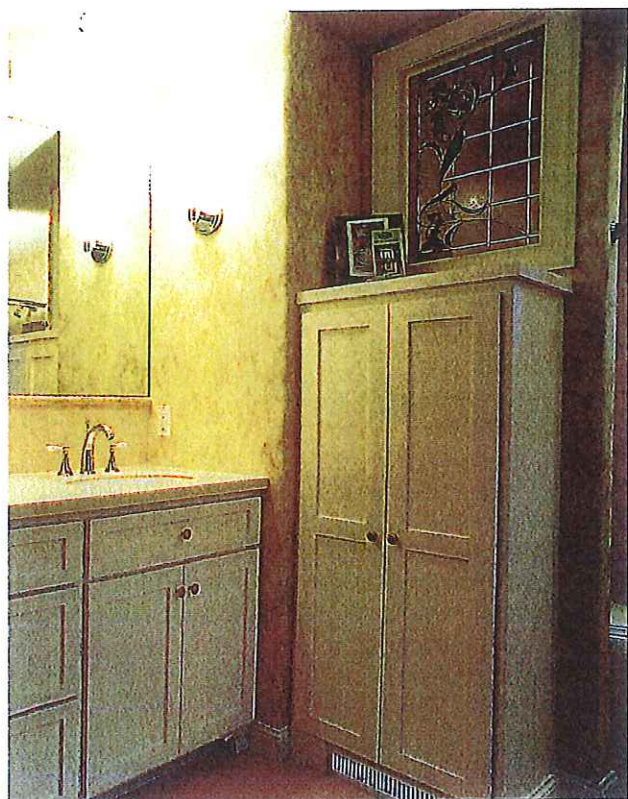
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shams are reversible watermelon and blue dotted Swiss.

From the carefully selected design to the colors and decorating details throughout, it's easy to understand why this home was a winner in the Parade of Homes and has won the hearts of the entire family.

Kochmann Brothers Homes, Inc. is celebrating its 20th anniversary this September. With brothers Paul and Bob at the construction sites overseeing the action, Darrick Guthmiller is the draftsman, estimator and scheduling wizard back at the office.

Paul and Bob have been actively involved in the local, state and national home builder associations. In fact, both are past presidents of the state and local chapters. Their dedication to the industry and yearly attendance at national conventions keep the brothers up on the latest innovations and trends in their field. As custom builders, they work most often with homeowners looking to move up or active adults desiring a home specifically designed around their lifestyles. "It's the largest investment most people will make in their lifetime," Paul says. "Building a custom home should be an enjoyable process for the homeowner. We focus on the building details, so they can concentrate on their jobs and family. It's a great feeling when we match a customer with the perfect plan and they love their new home. Best of all, with Vicki as our in-house designer, we have one-stop shopping for our homeowners, so they can make all their decorating selections right in our office." ★

For more information about Kochmann Brothers Homes, call (701) 235-2525 or visit the website www.kochmannbros.com.