

CCJWRD Prep Meeting Agenda: Thursday January 23rd, 2025

Location: Virtual Meeting via MS Teams

Time: 8:30am

Metro Flood Diversion Project

- a. Property Owner Negotiation / Discussion
- b. Project Updates & General Topics
 1. Litigation Actions Update (Chris/Rob) **pg. 2-5**
 2. Lands Status Report (Eric) **pg. 6-13**
 3. OIN 2185 Prospective Buyer's Work Plan (Eric) **pg. 14-29**
 4. OIN 224X & 226X Sauvageau TCE Released (Dean) **pg. 30-34**
- c. Appraisal Reviews/Approval
 1. Christine and Sheyenne Benching Appraisal Reviews (Doug) **pg. 35-136**
- d. Acquisition Review / Approval
 1. OIN 1195X and 1196X Field Access (Dean) **pg. 137-141**
 2. OIN 8773 Olthoff Negotiation Summary (Ken) **pg. 142**
 3. OIN 1891 Mathison Amended Motion Language (Luke) **pg. 143**
 4. Executive Session Items (Jodi, Chris, Rob) **pg. 144-145**
- e. Relocation and RHDP Reimbursement Review / Approval
 1. OIN 2016 Nipstad RHDP Payment (Ken) **pg. 146-151**
 2. OIN 8386 (OIN 822Y1) Relocation Claim (Wade) **pg. 152-153**
 3. OIN 9993 9994 Vega Reimbursement (Katie) **pg. 154-162**
 4. OIN 840 Fredrickson Reimbursement (Katie) **pg. 163-172**
 5. OIN 1912 Duval Relocation Claim (Katie) **pg. 173-192**
- f. Land Management (Madeline)
 1. Lease Termination Letters **pg. 193-195**
 2. OIN 1899 Lacher Haying Agreement **pg. 196-205**
 3. 2025 Farmland Lease **pg. 206-207**
- g. Contracting Actions (Jessica)
 1. Contracting Actions for the CCJWRD **pg. 208-210**

ND Litigation Actions Summary Sheet

1/13/2025

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
1	9235	UMA	Richland	In Eminent Domain	Settlement has been reached	KENNETH & KAREN SPETEN	Lies, Bullis, and Hatting Law Office	Drew Nicklay (Ulteig)	Larkin Hoffman Rob Stefanowicz
2	2022	UMA	Cass	In Eminent Domain	Settlement has been reached	CHARLIE CHRISTIANSON (CASS CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
3	1891	UMA	Cass	In Eminent Domain	Settlement has been reached	RODNEY & CHERIE MATHISON	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
4	1478	UMA	Richland	In Eminent Domain	Settlement has been reached	CHAD PATRICK	Lies, Bullis, and Hatting Law Office	Oly Olafson (HDR)	Larkin Hoffman Rob Stefanowicz
5	1895 1991	UMA	Cass	In Eminent Domain	4/22/2025	RUTH EVERT (Deceased) CHARLES EVERT	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
6	842	UMA	Cass	In Eminent Domain	4/28/2025	TIMOTHY J. HANSON, ET AL	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
7	872 873 874 875	UMA	Cass	In Eminent Domain	5/20/2025	ALLEN M. RICKER DIANE M. RICKER	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
8	1997	UMA	Cass	In Eminent Domain	6/24/2025	MRKM TRUST, ET AL.	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane
9	1938 1977 1978	UMA	Cass	In Eminent Domain	7/8/2025	BRAKKE FAMILY	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
10	2025	UMA	Cass	In Eminent Domain	7/22/2025	JEFF ERICKSON JAYE ERICKSON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
11	1946	UMA	Cass	In Eminent Domain	8/5/2025	LAWRENCE WAYNE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
12	2051	UMA	Cass	In Eminent Domain	8/19/2025	PATRICIA N. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
13	8920	UMA	Cass	In Eminent Domain	9/15/2025	MICHAEL HANSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
14	1964	UMA	Cass	In Eminent Domain	9/23/2025	MICHAEL D. BRAKKE, ET AL.	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
15	1974 1976	UMA	Cass	In Eminent Domain	9/23/2025	PAUL E. BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
16	2361	UMA	Cass	In Eminent Domain	10/7/2025	DONALD ROBERT COSSETTE	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
17	1896 2052	UMA	Cass	In Eminent Domain	10/21/2025	STANLEY D. ANDERSON TERRI RAE ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
18	1950 1963 1966	UMA	Cass	In Eminent Domain	12/2/2025	ROBERT R. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane

ND Litigation Actions Summary Sheet

1/13/2025

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
19	1947 1948	UMA	Cass	In Eminent Domain	TBD	MARJORIE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
20	845	UMA	Cass	In Eminent Domain	TBD	MICHAEL BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
21	2042	UMA	Cass	In Eminent Domain	TBD	HERTSGAARD FAMILY LLLP	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane
22	5032	UMA	Cass	In Eminent Domain	TBD	RILEY O. BRAATEN	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Ohnstad Twichell Chris McShane
23	8782	UMA	Richland	In Eminent Domain	TBD	MELVIN & RICK ALM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
24	1594	UMA	Richland	In Eminent Domain	TBD	CHARLIE CHRISTIANSON (RICHLAND CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefonowicz
25	9115 9116	UMA	Richland	In Eminent Domain	TBD	ISRAELSON LAND PARTNERSHIP	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
26	9112	UMA	Richland	In Eminent Domain	TBD	MATTHEW & STEPHANIE KALINOWSKI	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
27	8476	UMA	Richland	In Eminent Domain	TBD	JEFF & CHAR NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
28	1584 1585	UMA	Richland	In Eminent Domain	TBD	NESS FAMILY FARM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
29	7110	UMA	Richland	In Eminent Domain	TBD	LEIF & DANELLE OLSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
30	8783	UMA	Richland	In Eminent Domain	TBD	GARY & NANCY ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
31	5059 8779 8784 8788	UMA	Richland	In Eminent Domain	TBD	RYAN SKOOG	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
32	1335 1338 1351 1355 1360 1363 1512	UMA	Richland	In Eminent Domain	TBD	CURTIS & ELLEN NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
33	1339 1481	UMA	Richland	In Eminent Domain	TBD	DALLAS ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
34	1471 1496 1475 1479	UMA	Richland	In Eminent Domain	TBD	LARRY & JANE JOHNSON	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
35	1330	UMA	Richland	In Eminent Domain	TBD	PATRICK & LORI ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz

ND Litigation Actions Summary Sheet

1/13/2025

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
36	8786	UMA	Richland	In Eminent Domain	TBD	BECCA SAUNDERS	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
37	1542 1544 1586	UMA	Richland	In Eminent Domain	TBD	GARY NELSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
38	1543 1600 7221	UMA	Richland	In Eminent Domain	TBD	KENNETH & MELANIE KNUDSEN	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz
39	176	UMA	Richland	In Eminent Domain	TBD	HIGH PLAINS PROPERTIES, LLC	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefonowicz
40	1349 7226	UMA	Richland	In Eminent Domain	TBD	JOSHUA KINNEBERG	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
41	1342 1583	UMA	Richland	In Eminent Domain	TBD	JAMES & CAROLINE THORESON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
42	1548	UMA	Richland	In Eminent Domain	TBD	ALLAN & MARY SWENSON	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Larkin Hoffman Rob Stefonowicz
43	1953	UMA	Cass	In Eminent Domain	TBD	GERALD & GAIL MOE	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
44	2002	UMA	Cass	In Eminent Domain	TBD	GARY & PATRICIA REDLIN	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
45	1967 1968	UMA	Cass	In Eminent Domain	TBD	STUART & PAT BOYER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
46	2039 2041	UMA	Cass	In Eminent Domain	TBD	NANCY & JUSTIN JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
47	1329 1336 1337 1348 1356 1362 1366 1370 1599 8467 8468 8780	UMA	Richland	In Eminent Domain	TBD	JOSHUA & SUZANNE GRANHOLT	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefonowicz

ND Litigation Actions Summary Sheet

1/13/2025

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
48	5028	UMA	Cass	In Eminent Domain	TBD	SCOTT & VICKI TURNER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
49	5020 5021 5022	UMA	Richland	In Eminent Domain	TBD	DORA HALLINGBY HAYES	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
50	8466	UMA	Richland	In Eminent Domain	TBD	TIMOTHY & SHARON SCHULZ	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefonowicz
51	1545	UMA	Richland	In Eminent Domain	TBD	MICHELE JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefonowicz
52	866 867 2031 2032 2033 2035 8360	UMA	Cass	In Eminent Domain	TBD	SCOTT & SHERRY COLEHOUR	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
53	1451 1452 1453 1466 1494	UMA	Richland	In Eminent Domain	TBD	DAN YSTEBO	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Larkin Hoffman Rob Stefonowicz
54	1402 1477	UMA	Richland	In Eminent Domain	TBD	DENNIS PATRICK	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefonowicz
55	1903 1905 1907 1908 1910 1913 1957 1960	UMA	Cass	In Eminent Domain	TBD	GEORGE & SHARON RICHARD / LEO & SHIRLEY RICHARD	N/A	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
									Total OINs = 98
									Total Actions = 55

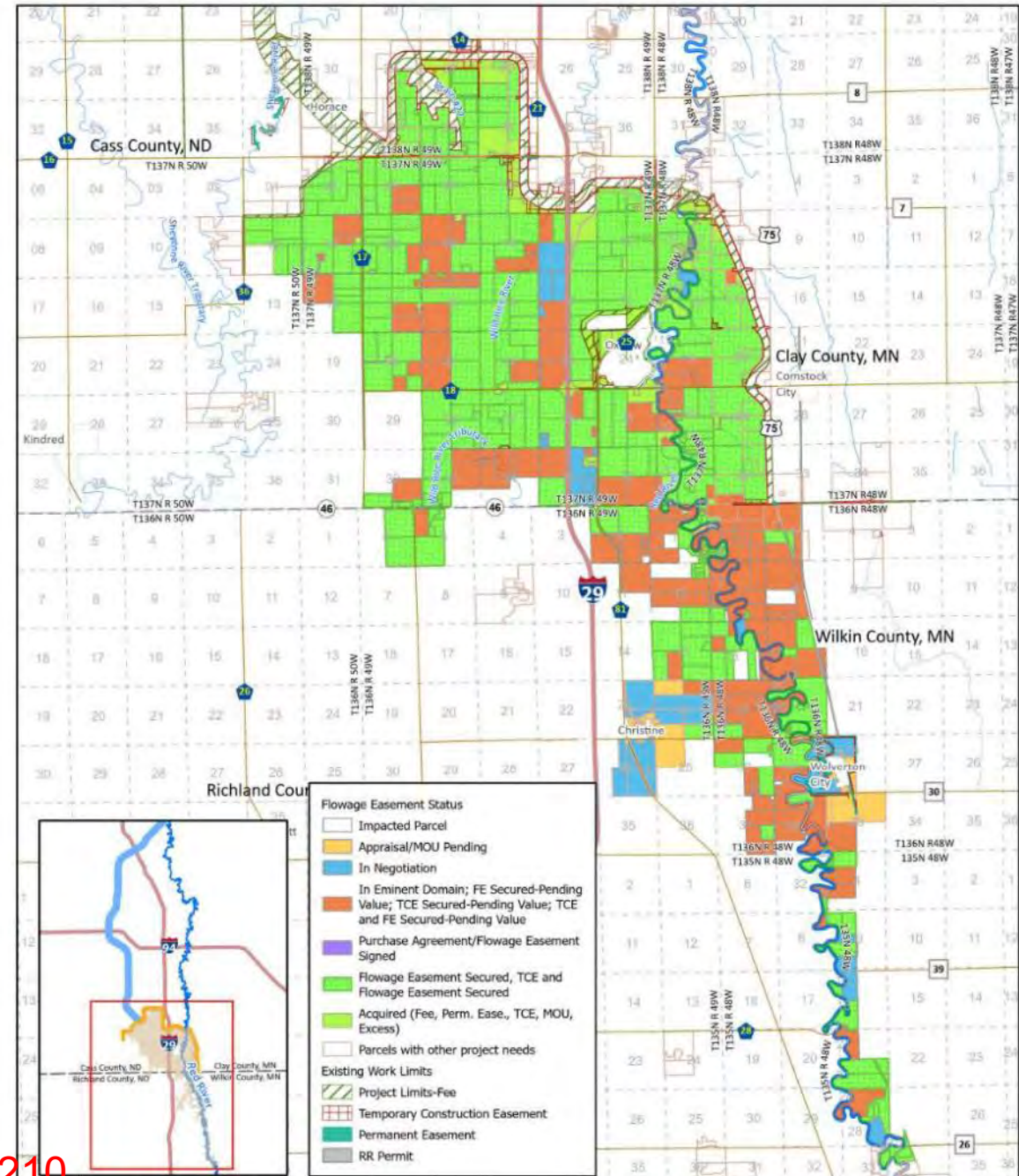
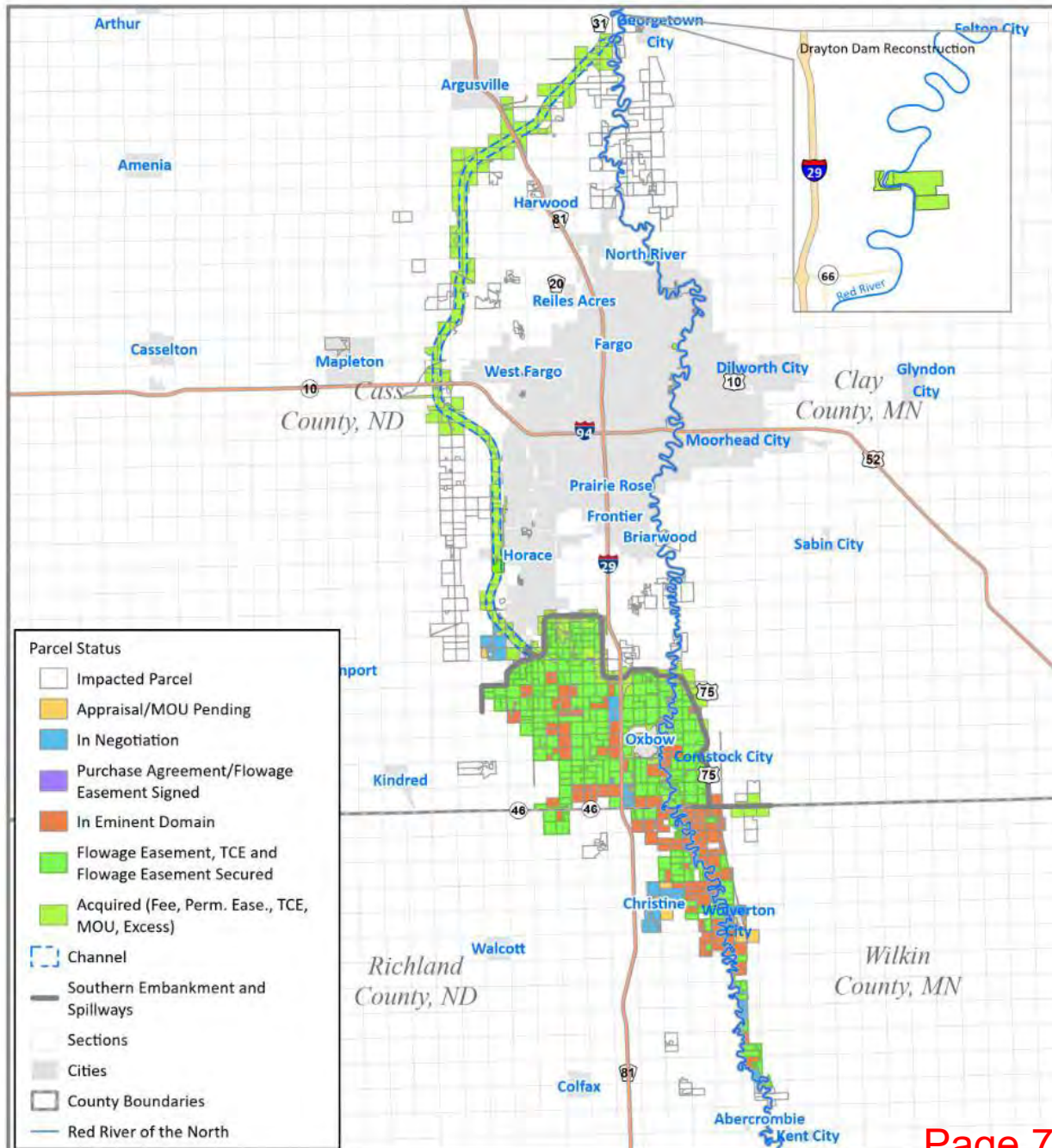


METRO
FLOOD
DIVERSION
AUTHORITY

Lands Status Report

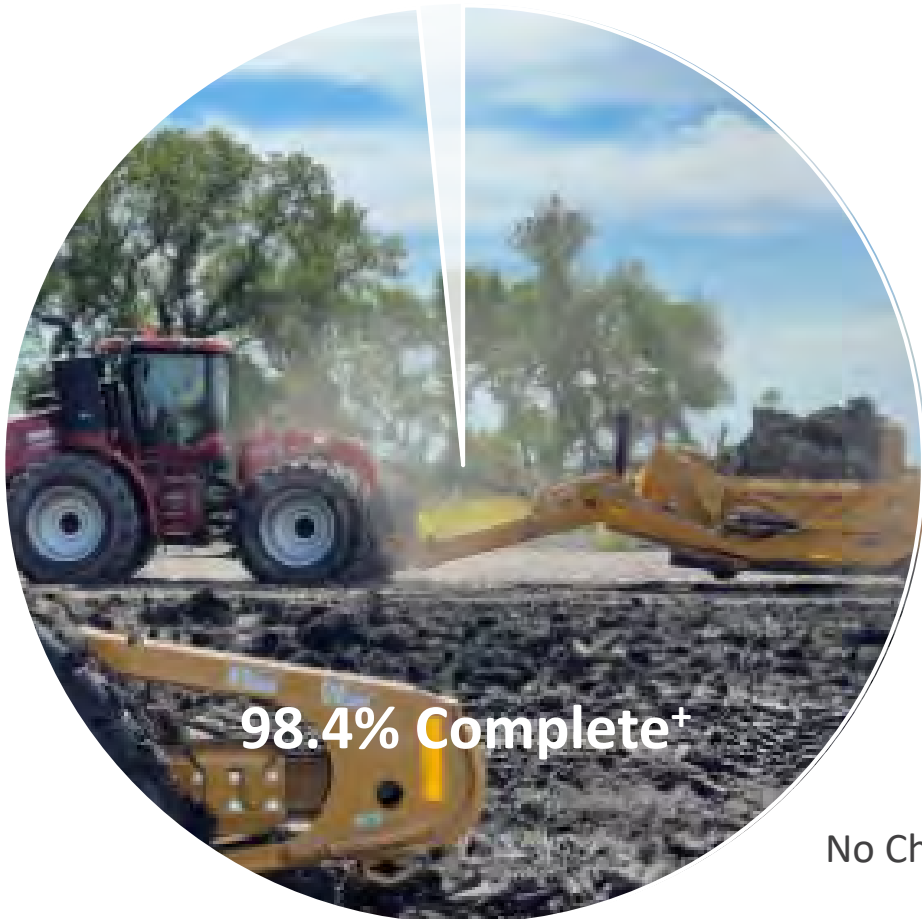
January 2025





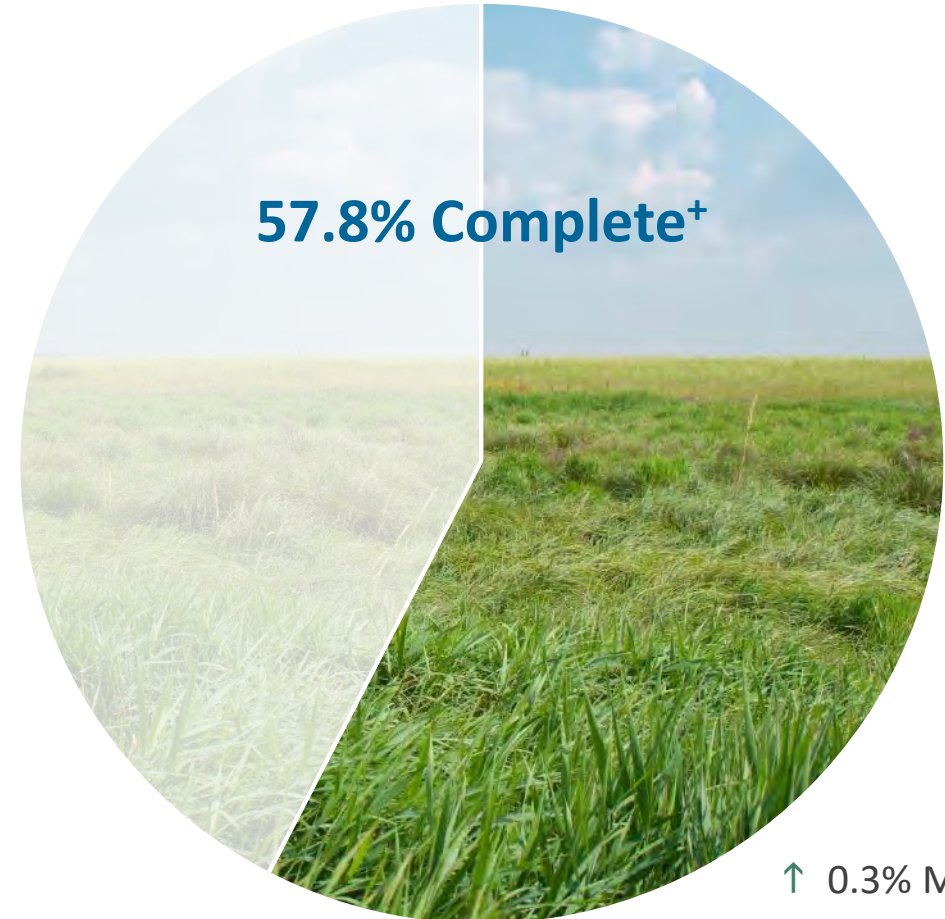
Property Acquisition Progress

Construction Footprint*



No Change

UMA Footprint**

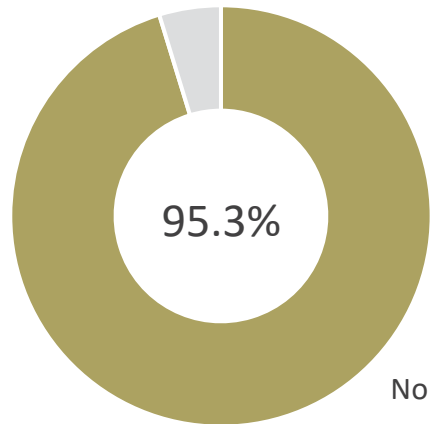


↑ 0.3% MoM

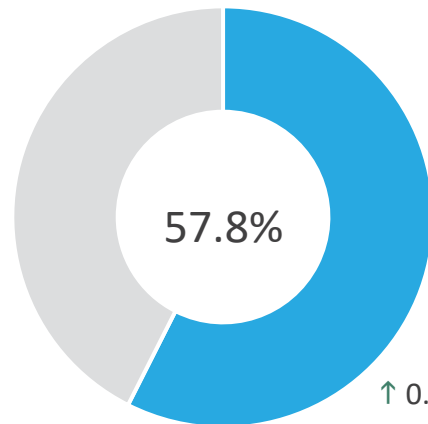
* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

** Includes parcels for Christine and Wolverton
As of January 13, 2024

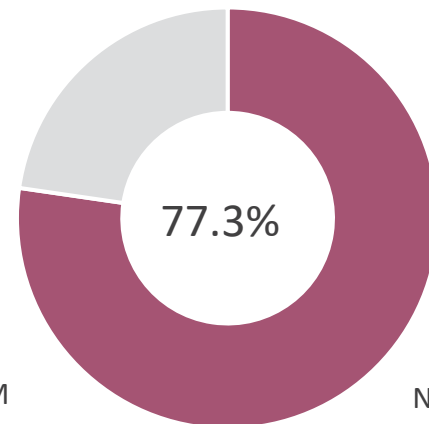
Property Acquisition Progress by Location



Southern Embankment & Associated Infrastructure



Upstream Mitigation Area



Environmental Monitoring Easements

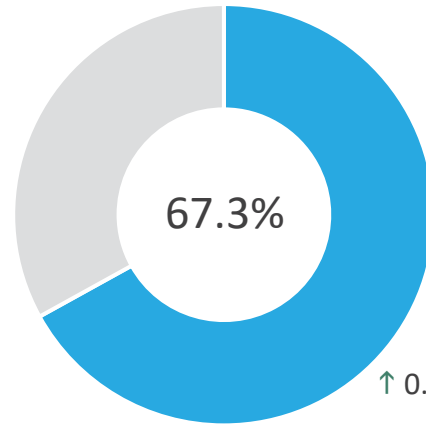


Property Acquisition Progress by CCJWRD



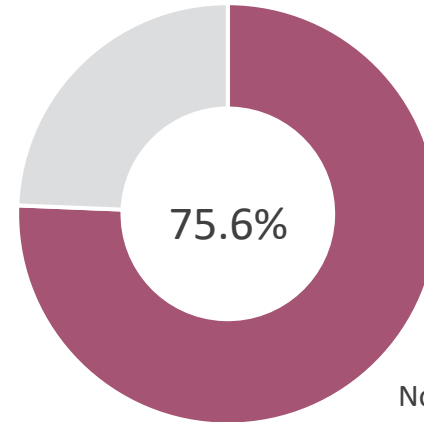
79.1% Complete

↑ 0.1% MoM



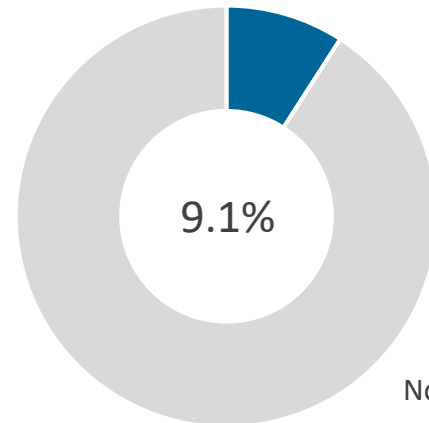
↑ 0.5% MoM

Upstream
Mitigation Area



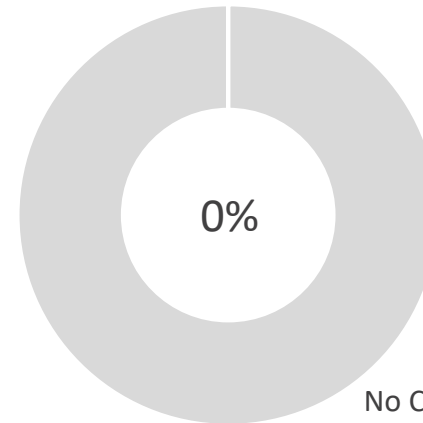
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Environmental
Monitoring Easements



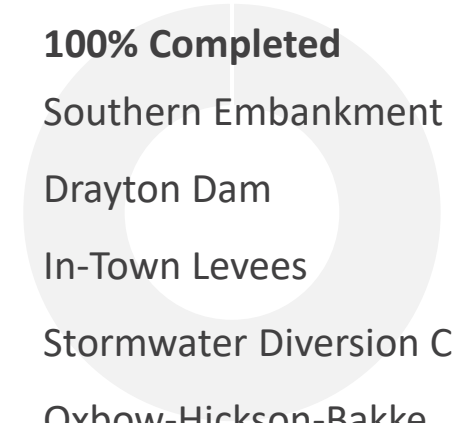
No Change

Sheyenne Benching



No Change

UMA-Christine



100% Completed

Southern Embankment

Drayton Dam

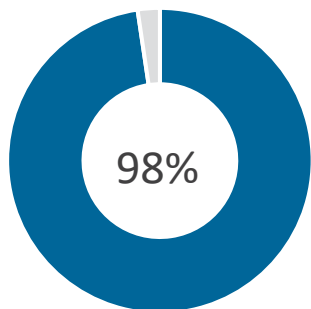
In-Town Levees

Stormwater Diversion Channel

Oxbow-Hickson-Bakke

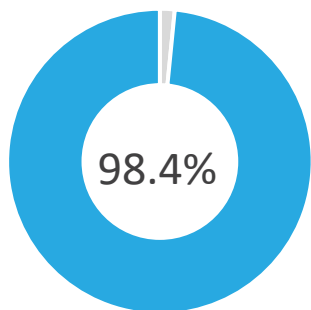
Landowner Overview

Construction Footprint*



298 Owner Groups
264 in ND & 35 in MN⁺
292 settlements achieved
0 ongoing negotiations
7 in litigation

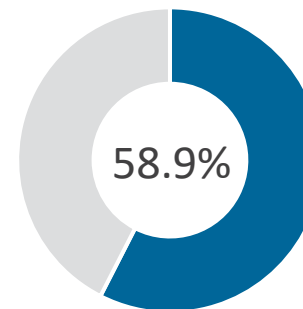
98% of owner groups have settled



576 Parcels
567 settlements achieved
0 ongoing negotiations
9 in litigation

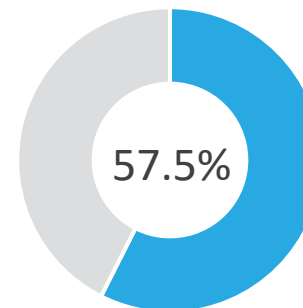
98.4% of parcels have been acquired

UMA Footprint**



292 Owner Groups
223 in ND & 71 in MN⁺
172 settlements achieved
52 ongoing negotiations
75 in litigation

58.9% of owner groups have settled



651 Parcels
376 settlements achieved
101 ongoing negotiations
174 in litigation

57.5% of parcels have been acquired

* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

⁺ Some owner groups have property in both states

** Includes Christine and Wolverton parcels

- **Continued negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 2 parcels / 2 owners in the UMA**
- **Completing appraisal reports for Christine area flowage easements and Sheyenne River Benching Project**
- **Continuing the process of disposing of Excess Lands**
 - 39 parcels / 682.83 acres have been approved as Excess Lands
 - 17 parcels / 546.36 acres are moving through the Policy
 - 22 parcels / 136.47 acres have been sold or pending closing
- **Continued work on farmland leases for 2025**
- **Reminder: The vacate dates for occupied Minnesota properties**
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

CCJWRD

- Providing relocation advisory and claim preparation services for people that are moving
- Assisting with mediations and settlement negotiations
- Processing RIMP reimbursement requests
- Making offers for Sheyenne River Benching Project
- Making offers and starting negotiations in Christine
- Working on cemetery related acquisition items

MCCJPA

- Providing relocation advisory and claim preparation services to people that are moving
- Assisting with mediations and settlement negotiations
- Working on flowage easement acquisitions in Wolverton
- Processing RIMP reimbursement requests

Cass County Joint Water Resource District



Date: 01/23/2025

Agenda Item number: b.3

Subject: OIN 2185 Prospective Buyer's Work Plan

Recommended Action/Motion:

Approve the Work Plan prepared by the prospective buyer of OIN 2185.

Background/Key Points:

On February 22, 2024, the MFDA and CCJWRD declared OIN 2185 as "Excess Land". In accordance with the MFDA's Policy on the Disposition and Management of Comprehensive Project Lands (Policy), the parcel was made available for public sale after the Member Entities, Prior Owner, and Adjacent Owners did not express interest in purchasing the parcel. Through the public sale process, a prospective buyer has expressed interest in purchasing the parcel, with intentions to use the property for a garden site. The prospective buyer prepared a Work Plan (see attached) outlining his plans for the property, and he asked for approval of Work Plan to confirm that his plans comply with the flowage easement before signing the purchase agreement.

Review Comments on Work Plan:

- OIN 2185 is located within Federal Mitigation Zone 1 of the Upstream Mitigation Area.
- The CCJWRD has acquired this parcel and must reserve a flowage easement before disposing of the parcel.
- The flowage easement must include the following provisions and restrictions for Zone 1:
 - A. Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the following perpetual right, power, privilege and easement to occasionally overflow, flood, and submerge the Easement Property in connection with the Project as well as actions necessary to enforce compliance with this Easement. Additionally, Grantor hereby grants to Grantee all right, title, and interest in and to the structures and improvements now situated on the Easement Property:
 - i. **excepting fencing**, drain tile, and drain tile related appurtenances;
 - ii. and that **no excavation shall be conducted, and no fill placed on land within Mitigation Zone 1**, as shown on the Survey, and the established FEMA floodway **without approval by Grantee as to the location and method of excavation and/or placement of fill and verification that the fill will not impact Project operation.** [emphasis added]

- B. The easement rights in and to the Easement Property are taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; **reserving, however, to the property owners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the Project** for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution. [emphasis added]
- C. Additionally under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the following rights related to the Project regarding the Easement Property: ingress and egress in, on, over, across, and through the Easement Property; removing flood-related debris deposited on the Easement Property due to operation of the Project upon Grantor's request; removing structures, obstructions, and any other obstacles from the Easement Property; conducting compliance inspections; conducting environmental assessments, including habitat and fish and wildlife studies and surveys as required by the State of North Dakota; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding crop damages in Section 6(B) below. Grantee shall notify Grantor prior to exercising the access provisions associated with this Agreement
- Given the flowage easement provisions:
 - Farming, including vegetable farming is allowed on this parcel
 - Placement of fill and excavation must be approved by the Grantee (ie, CCJWRD). **CCJWRD should seek input from the MFDA and USACE prior to granting approval.**
 - The proposed plan includes placing fill for:
 - Small amount of fill for a field approach into the parcel.
 - 6" of gravel for a parking area, sized 35' x 50'
 - The MFDA Lands team has reviewed the proposal and feels that the small amount of fill is insignificant, and it would be difficult to measure any impact to Project operation
 - Structures are not allowed in Zone 1. This restriction applies to sheds. Trailers on wheels are considered personal property, which is allowed in Zone 1.
 - Growing vegetables, wildflowers, and trees is not restricted by the flowage easement.
 - I do not anticipate that seasonal garden waste and compost piles will be restricted by the flowage easement, however the applicant must understand that these piles shall not become permanent and shall not become obstructions to flow of water on or across the parcel.
 - The proposed rain barrels are considered personal property, which is not restricted by the flowage easement.
 - The proposed fencing is explicitly allowed by the flowage easement.
 - The proposed plan includes small post mounted solar panels, at least 4' above ground. These items would be considered utilities, much like a power pole, which is not restricted by the flowage easement. It is recommended to install the

panels and any electrical connections above the 500-year flood elevation (922 feet), which is approximately 3-feet above the existing site elevation (approx. 919 feet). As such, the proposed elevation seems appropriate.

- Bee boxes would be considered personal property, which is not restricted by the flowage easement.

Attachments:

- Work Plan prepared by prospective buyer of OIN 2185

Proposed Lindeman Vegetable Farm Work Plan

- Property Address: 17031 50th St SE, Horace, ND 58047
- Property Size: 2.44 acres
- Perspective Owner: Corey Lindeman
 - Contact Information
 - 1006 29th Ave W, West Fargo, ND 58078
 - corey.lindeman@gmail.com
 - 701-640-1240 (cell)
- Purpose of Work Plan:

This Work Plan is being provided to the Metro Flood Diversion Authority (MFDA) for review and acceptance. The perspective owner anticipates that any planned excavations or filling of this property, as described in the submitted Work Plan, would have no statistically significant impact to the performance or design of the FM Diversion project. The perspective owner requests written confirmation of the acceptance of this general plan prior to finalizing the Purchase Agreement for the above-mentioned property. Feel free to provide comments as needed.

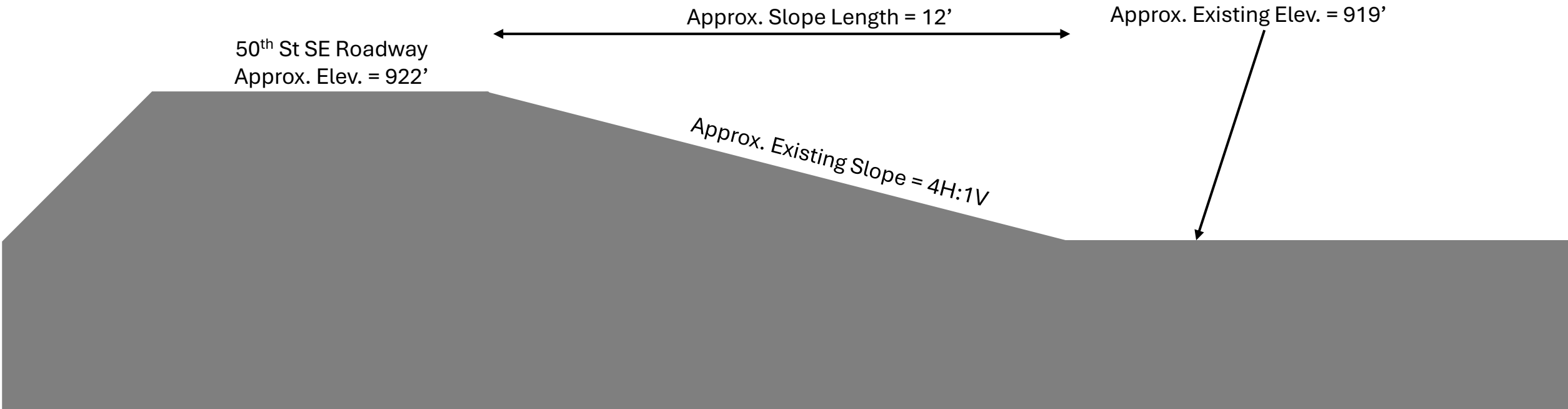
General Property Outline



Proposed Property Access



Proposed Property Access Cross Section



Existing Slope

N.T.S. = Not To Scale

Proposed Property Access Cross Section

50th St SE Roadway
Approx. Elev. = 922'

Approx. Proposed Slope Length = 30'

Approx. Proposed Slope = 10H:1V

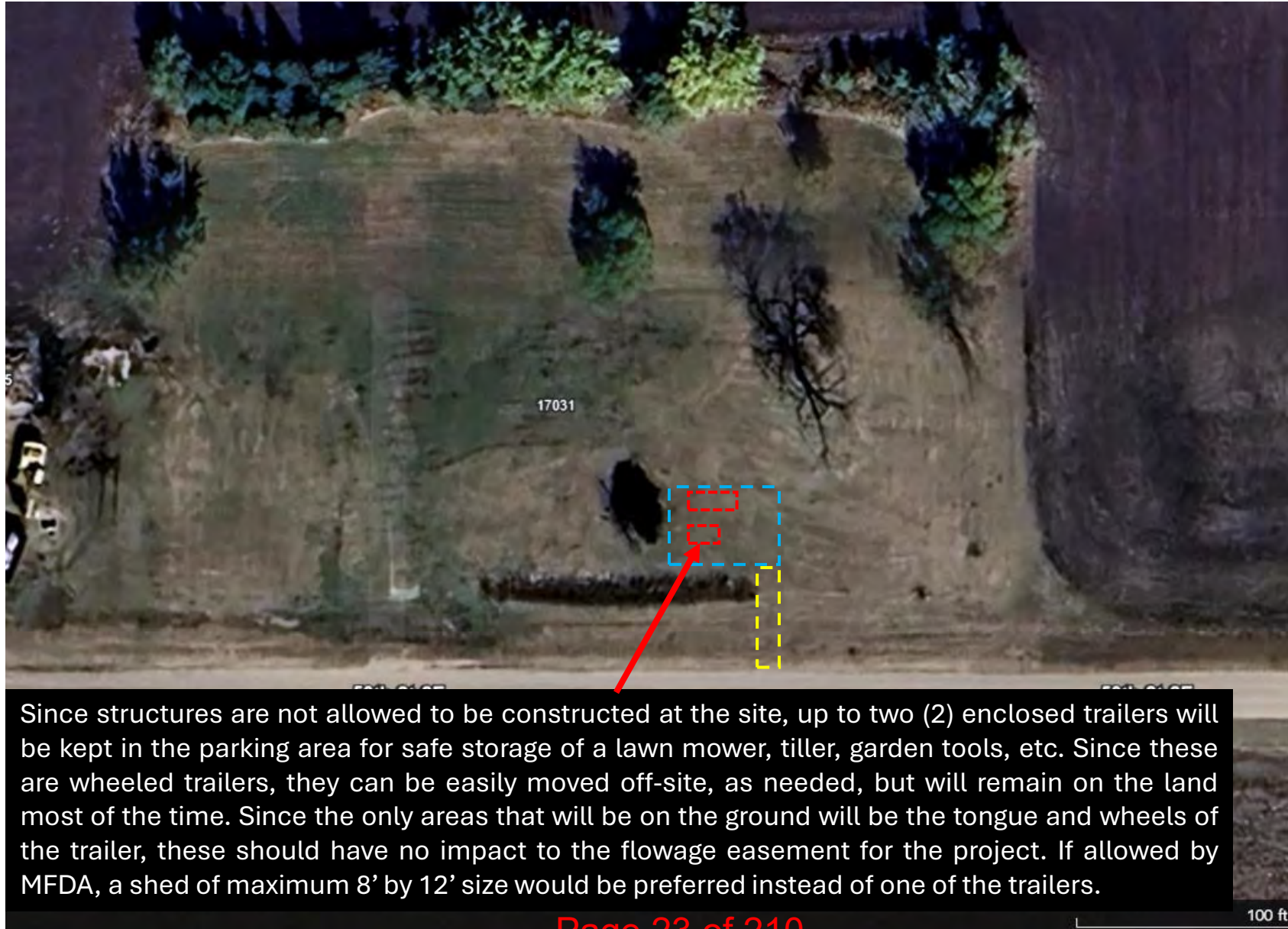
Proposed Slope (pending approval from Cass County and MFDA) ^{1,2}

1. Added fill will consist mainly of fat clay materials overlain by aggregate or wood mulch as described in Slide 6 for the proposed parking area. The proposed slope will be maximized to reduce the amount of fill needing to be brought/added to the site. 10H:1V is conservative.
2. A culvert is not planned currently as there is no ditch, but more of a one-sided slope from the roadway to the property ground surface. If needed, adding a culvert to the design pending discussions with Cass County and MFDA.

Proposed Parking Area



Proposed Trailer Storage



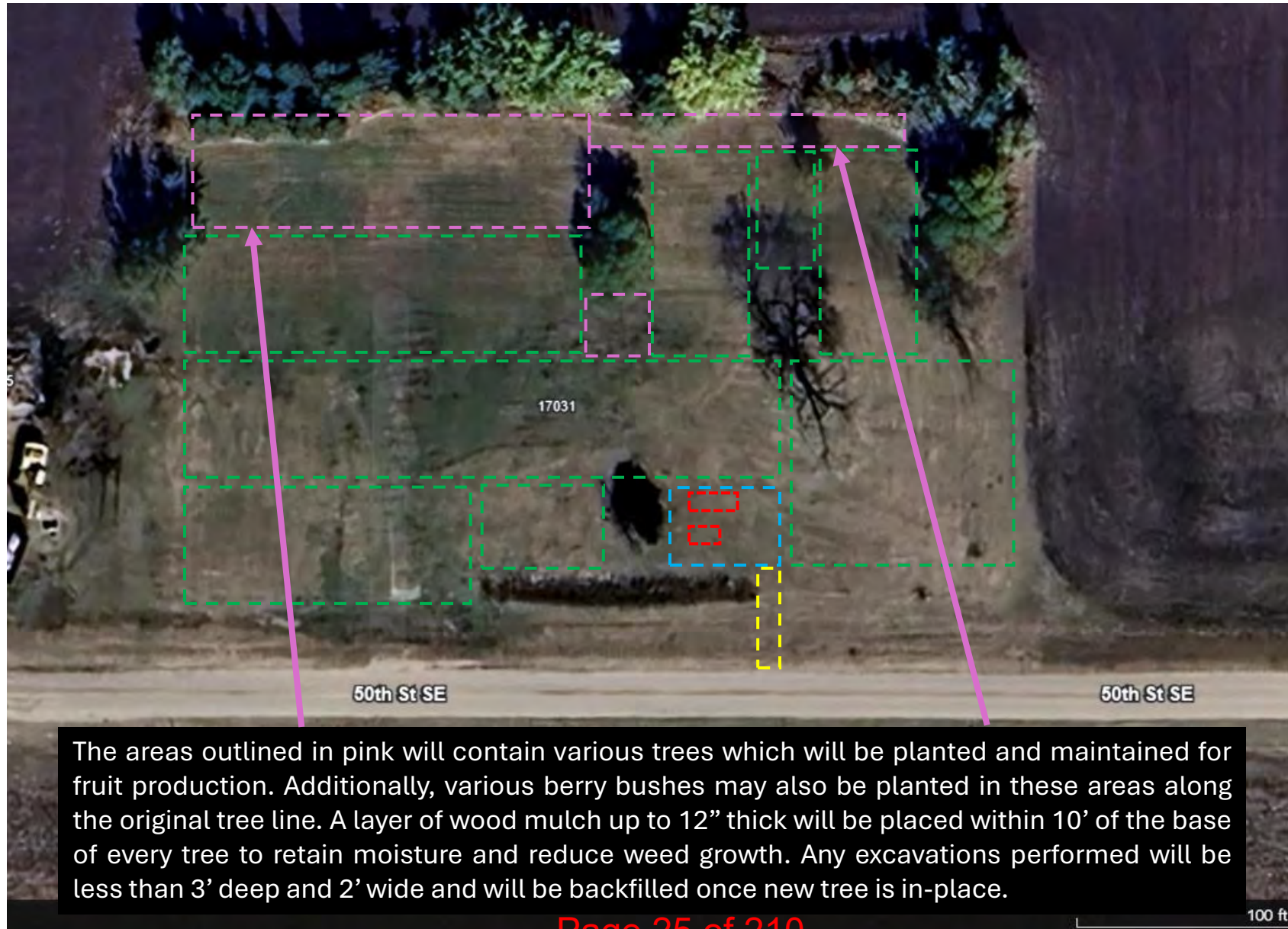
Since structures are not allowed to be constructed at the site, up to two (2) enclosed trailers will be kept in the parking area for safe storage of a lawn mower, tiller, garden tools, etc. Since these are wheeled trailers, they can be easily moved off-site, as needed, but will remain on the land most of the time. Since the only areas that will be on the ground will be the tongue and wheels of the trailer, these should have no impact to the flowage easement for the project. If allowed by MFDA, a shed of maximum 8' by 12' size would be preferred instead of one of the trailers.

Proposed Minor Grade Changes



The areas outlined in green consist of areas which may be tilled/plowed to plant vegetables or wildflowers, or the grass may be stripped away instead of plowing. If grass is stripped, maximum excavation depths will be 4-6" but should be less than 3-4" just to remove the main vegetation and root bed. The stripped sod will be thinly spread out along the north tree row to decompose naturally. No trees plan to be removed from the site. Additionally, some type of wood mulch, grass clippings, or landscaping fabric will be placed in the garden area for walking paths and to minimize weeds.

Proposed Tree and Bush Planting

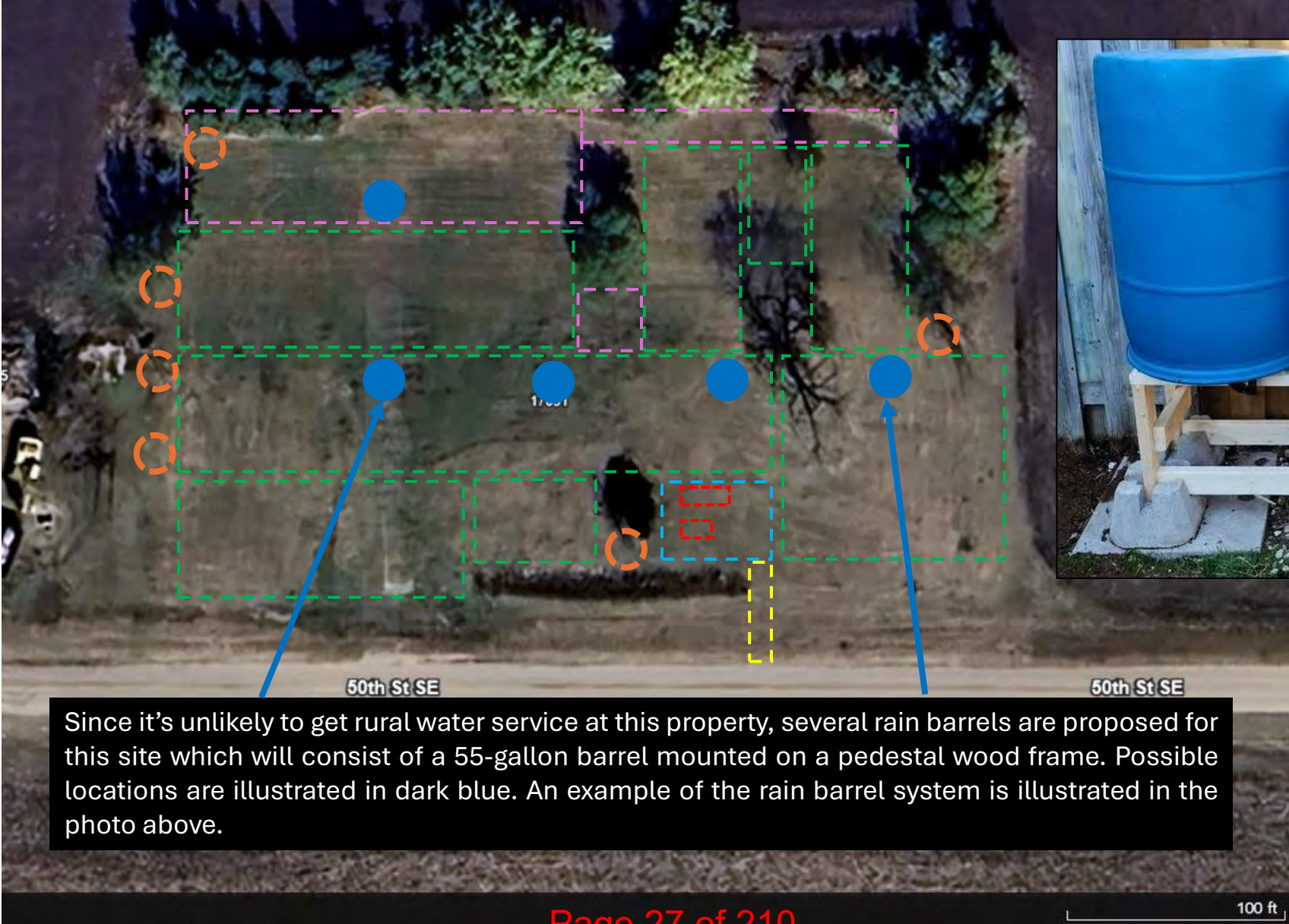


Proposed Compost/Garden Waste Piles



The amount of garden waste materials is unknown and will vary year-to-year, but all garden waste is planned to be turned into compost through piling. These piles are going to be hand-turned, so likely will be less than 3-4' tall at the most and seasonally, will be spread in garden and around trees and bushes for nutrients. Likely places for these potential piles are outlined in orange. These piles may include extra wood mulch used for ground cover in garden areas. The locations shown are approximate and may vary. A couple basic examples are photographed above.

Proposed Rain Barrels



Proposed Fencing/Stakes/Posts/Etc.

- Fencing will be needed at the site to deter wildlife from invading crops. Fencing will likely consist of simple welded wire, chicken wire, or vinyl deer fencing which will be fixed to 5-6' tall driven steel T-posts with occasional concrete-set 4x4 treated wood posts for long-term fence stability (example images below).
- A gate entrance will be constructed using galvanized chain link panels (right image below).
- The exact amount, type, and total areas of fencing will be determined on an “as needed” basis depending on wildlife “damage” year-to-year.
- For security, several posts will be installed to support cameras and/or posted signs in addition to small solar panels. Solar panels will not exceed 5' in width and will be installed at least 4' above ground surface.



Proposed Temporary Bee Boxes

- Although the perspective owner has no immediate plans for supporting bees on the property, in the future, the property may contain bee boxes for assisting in vegetable/fruit pollination.
- These boxes are transported south (off-site) during winter months and placed in late Spring/early summer when temperatures warm. Since these are temporary, the perspective owner anticipates bee boxes will have no impact to the project since they only would be in-place during non-flooding durations of the year.
- Planned extent and location of these boxes are unknown at this time but would likely be placed in the northeast area of the property.



Cass County Joint Water Resource District



DATE: 01/23/2025

Agenda Item number: b.4

Subject: OIN 224X & 226X Sauvageau TCE Released effective May 23, 2025

Recommended Action/Motion:

No action needed by the CCJWRD Board. Information provided for the Board's Awareness.

Background/Key Points:

CCJWRD acquired Temporary Construction Easements (TCEs) on OIN 224X & 226X from Marcellin and Barbara Sauvageau as part of the acquisition of the Fee Title property rights needed for the project on OIN 224N & 226N, which subsequently was consolidated into one parcel known as OIN 224N by Cass County.

These parcels had a TCE start date of May 23, 2019, and a 6-year term, which means the TCE would expire on May 23, 2025. To officially Release the TCEs from these two parcels, the CCJWRD has sent the following letter to the Sauvageau's.

The CCJWRD published the RESOLUTION OF NECESSITY in the Fargo Forum and the Wahpeton Daily News. The CCJWRD's land agents have negotiated with property owners in good faith for several months to acquire flowage easements and, where applicable and necessary, environmental monitoring easements. At this point, the CCJWRD Board must proceed to acquire the requisite property interests in the UMA.

The third batch (Batch 3) includes 61 parcels and 32 property owner groups that have not reached agreement to sell the necessary property rights. The land agents have confirmed that negotiations have stalled with this group of property owners.

The schedule for Batch 3 includes the CCJWRD sending a next steps Letter with agreements on December 28, 2022. This letter informs the property owner when the negotiation started, what they have been presented, and the deadline for their signed agreement.

If the property owners do not sign the agreement by January 25, 2023, legal counsel will file eminent domain actions. This gives the property owner another 30 days to sign their agreement before filing an eminent domain action. If the agreement is not signed and legal files eminent domain, the property owner can still negotiate.

Attachments:

- Letter & Parcel Exhibit



Cass County
Joint Water
Resource
District

Ken Lougheed
Chairman
Gardner, North Dakota

Keith Weston
Manager
Fargo, North Dakota

Gerald Melvin
Manager
Buffalo, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Rick Steen
Manager
Fargo, North Dakota

Melissa Hinkemeyer
Director, Secretary

Leilei Bao
Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrд@casscountynд.gov
casscountynд.gov

January 16, 2025

Marcellin & Barbara Sauvageau LE
4608 124th Avenue South
Horace, ND 58047

RE: FM Area Diversion Project – Release of Temporary Construction Easement (TCE)

Dear Marcellin & Barbara Sauvageau LE:

Thank you for granting the Cass County Joint Water Resource District (CCJWRD) a Temporary Construction Easement (TCE) on some of your land for the construction of the FM Area Diversion project.

Substantial work has been completed on the project in your area, and the CCJWRD will no longer need the TCE on parcel numbers 15-0000-02670-050 and 15-0000-02670-060 (Exhibit A):

OIN 224X

That part of the South Half of the Northeast Quarter (S1/2NE 1/4), Section 31, Township 138 North, Range 49 West, Cass County, North Dakota, further described as follows:

Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of said Section 31; thence North 01 degrees 33 minutes 05 seconds West on the west line of said NE1/4 a distance of 1323.16 feet to the north line of said S1/2NE1/4; thence South 87 degrees 56 minutes 36 seconds West on said north line a distance of 1490.02 feet to the Point of Beginning; thence continuing South 87 degrees 56 minutes 36 seconds West on said north line a distance of 274.55 feet; thence South 45 degrees 17 minutes 57 seconds East a distance of 268.83 feet; thence South 49 degrees 37 minutes 48 seconds East a distance of 968.40 feet; thence North 34 degrees 32 minutes 52 seconds East a distance of 249.28 feet; thence South 58 degrees 14 minutes 15 seconds East a distance of 614.42 feet; thence North 88 degrees 26 minutes 55 seconds East perpendicular to the east line of said NE1/4 a distance of 72.74 feet; thence North 01 degrees 33 minutes 05 seconds West parallel with said east line a distance of 191.52 feet; thence North 58 degrees 14 minutes 15 seconds West a distance of 760.52 feet; thence South 34 degrees 32 minutes 52 seconds West a distance of 218.35 feet; thence North 49 degrees 37 minutes 48 seconds West a distance of 739.41 feet; thence North 45 degrees 17 minutes 57 seconds West a distance of 73.17 feet to the Point of Beginning.

Said tract contains 9.10 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

OIN 226X

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4), Section 31, Township 138 North, Range 49 West, Cass County, North Dakota, further described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE1/4) of said Section 31; thence South 01° 49' 59" East on the west line of said NE1/4 a distance of 77.34 feet to the Point of Beginning; thence South 45° 17' 57" East a distance of 1713.33 feet to the south line of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section 31; thence South 87° 56' 36" West on said south line a distance of 274.55 feet; thence North 45° 17' 57" West a distance of 1314.24 feet to said west line of the NE1/4; thence North 01° 49' 59" West on said west line a distance of 209.73 feet to the Point of Beginning.


Said tract contains 6.95 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

This letter serves as written notice that the TCE on the above properties will be released on May 23, 2025. On this date the properties will again be under your management.

Thank you for your ongoing cooperation and for the use of your property as we work to build permanent, reliable flood protection for our community. If you have any questions or concerns, please contact Madeline Daudt, MFDA Lands Specialist, at 701-850-9642 or daudtm@fmdiversion.gov.

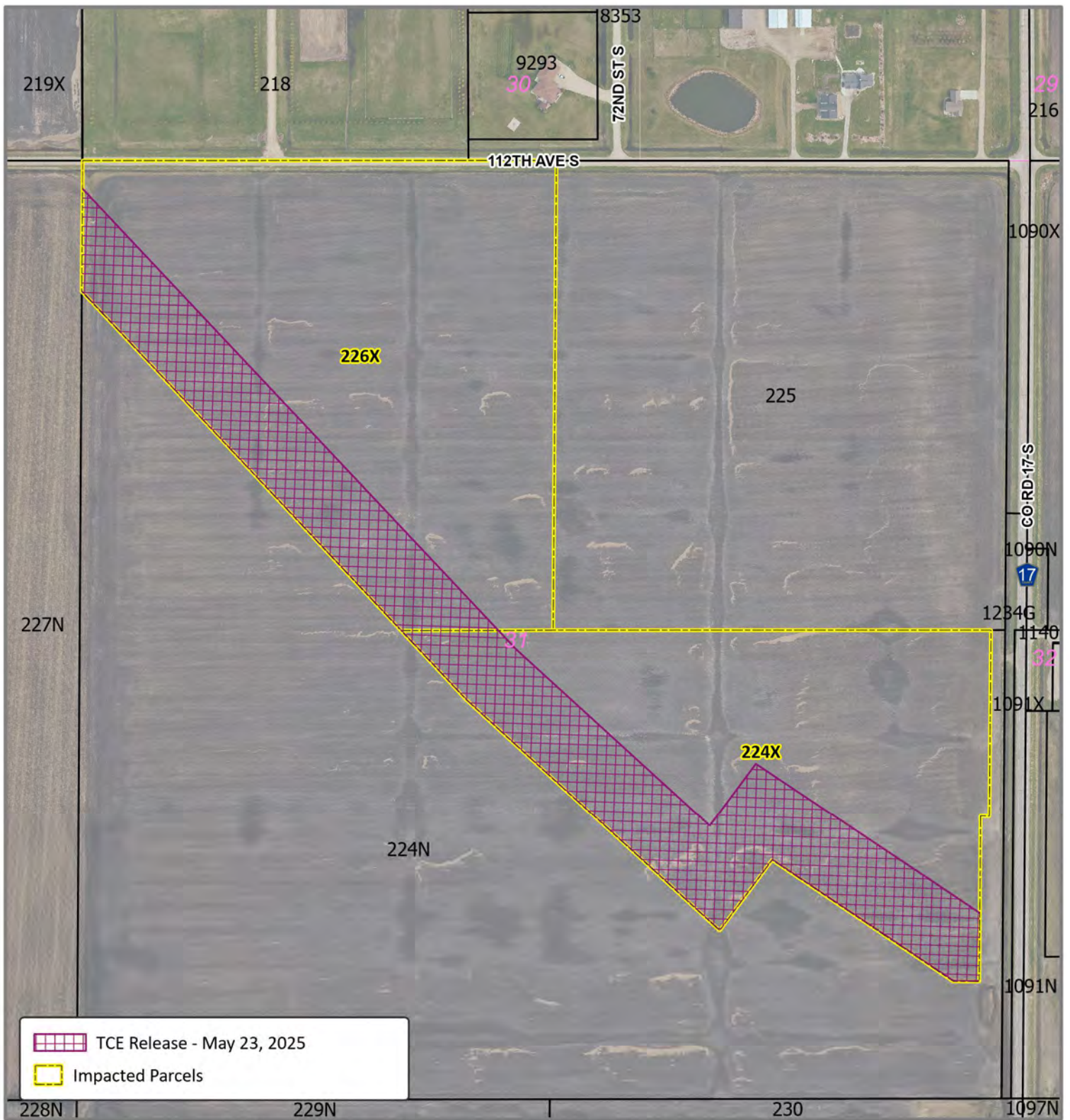
Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT



Melissa Hinkemeyer
Secretary
1201 Main Avenue West
West Fargo, ND 58078
701-298-2381

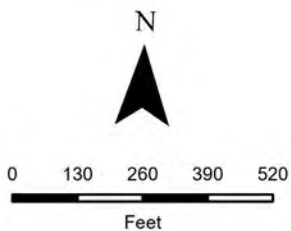
cc: Jodi Smith, MFDA Director of Lands and Compliance
Madeline Daudt, MFDA Lands Specialist
Eric Dodds, AE2S Program Manager
Dean Vetter, AE2S Project Manager



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



OINs: 224X, 226X
 Owner: MARCELLIN & BARBARA SAUVAGEAU
 Parcel IDs: 15-0000-02670-050,
 15-0000-02670-060

Cass County, ND

FM AREA DIVERSION
 Map Date: 1/9/2025



Cass County Joint Water Resource District



Date: 01/23/2025

Agenda Item number: c.1

Subject: Christine and Sheyenne Benching Appraisal Reviews

Recommended Action/Motion:

Approve the appraised values as offers of Just Compensation for the properties noted below.

Background/Key Points:

OIN	Property Owner	Project Area	Just Compensation
1514 1570	Lowell Workin	Christine	\$66,487
8710 8711	HOI Bros Investments LLC	Christine	\$6,400
1455	Dallas Trustee Israelson	Christine	\$3,318
1462A	Carson & Amy Laney	Christine	\$464
1468	BEMR, LLP	Christine	\$926
1491	Michele Johnson	Christine	\$8,910
8691 8693	Alyssa & Travis Geller	Christine	\$10,300
8705	Mark Schwan	Christine	\$300
8727	Donald & Jan Brandner	Christine	\$700
1206	Derek Swenson	Sheyenne Benching	\$24,800
7235	Terry & Reney Huffman	Sheyenne Benching	\$16,600

Attachments:

- Appraisal Reviews and Parcel Exhibits

APPRAISAL REVIEW OF OIN 1514 + 1570 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Eagle Township, Richland County, ND		
Property Owner(s):	Lowell Workin		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian Field, ARA, MAI Crown Appraisals, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson of DKJ Appraisal LLC
Effective Date of Appraisal:	October 10, 2024	Date of Review:	January 10, 2025
Date of Appraisal Report:	January 9, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$66,487

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.			
	Date of Inspection & Landowner Accompaniment:	Appraiser inspected subject property on October 10, 2024. Appraiser talked to Lowell Workin by phone on December 3, 2024 and offered him an opportunity to accompany him on another inspection, but Mr. Workin declined.			
	Property Rights & Property Appraised:	Fee Simple Title in both before and after situations Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property is vacant land.			
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural (before) As Improved: Not applicable as subject property is vacant land			
	Acquisition:		Zone 2 FE	Zone 3 FE	Total
		OIN 1514	35.39 acres	4.54 acres	39.93 acres
		OIN 1570	8.77 acres	2.29 acres	11.06 acres
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:		OIN 1514	OIN 1570	
		Before Situation Value of Subject Property	\$587,000	\$603,000	
		After Situation Value of Subject Property	\$536,234	\$587,280	
		Diminution in Value to Subject Property	\$ 50,766	\$ 15,720	
	Allocation of Damages:	<u>OIN 1514:</u>			Amount
23.91 tillable acres Zone 2 @ \$7,653/ac X 9% diminution -dev rights		=		\$ 16,468	
4.49 tillable acres Zone 3 @ \$7,653/ac X 8% diminution -dev rights		=		\$ 2,749	
11.10 CRP acres Zone 2 @ \$6,000/ac X 9% diminution - dev rights		=		\$ 5,994	
0.38 waste acres Zone 2 @ \$0/ac X 9% diminution - dev rights		=		\$ 0	
0.05 waste acres Zone 3 @ \$0/ac X 8% diminution - dev rights		=		\$ 0	
28.40 tillable acres @ \$7,653/acre X 9% diminution – flood risk		=		\$ 19,561	
11.10 CRP acres @ \$6,000/ac X 9% diminution – flood risk		=		\$ 5,994	
0.43 road/waste acres @ \$0 per acre X 9% diminution - flood risk		=		\$ 0	
Total for OIN 1514		=		\$ 50,766	
<u>OIN 1570:</u>					
8.77 tillable acres Zone 2 @ \$9,000/ac X 9% diminution-dev rights		=		\$ 7,104	
2.29 tillable acres Zone 3 @ \$9,000/ac X 8% diminution-dev rights		=		\$ 1,649	
11.06 tillable acres @ \$9,000/ac X 7% diminution – flood risk		=		\$ 6,968	
			<u>\$ 15,721</u>		
			\$ 66,487		

TOTAL COMPENSATION FOR BOTH OIN 1514 AND 1570 = \$ 66,487

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1514 + 1570 – Lowell Workin

PROPERTY APPRAISED	Address/Location:	N½NW¼ and Part of S½SW¼, Section 24 in Eagle Township, Richland County, ND		
	PID or Legal Description:	01-0000-00112.00 and 01-0000-00115.000		
	Size of Subject Property:	OIN 1514 is 80 acres with 68 acres tillable, 11.10 acres CRP, & 0.90 ac road/waste OIN 1570 is 71 acres with 67 acres tillable and 4 acres road/waste		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	OIN 1514 - Greatly irregular fields and gentle OIN 1570 – Rectangular field and gentle terrain	
		Frontage:	Adequate	
		Access:	Adequate	
		Existing Use:	Agriculture	
		Encumbrances:	None known of significance	
	Zoning:	Agriculture		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. UASFLA and the North Dakota Century Code standards do not have this project rule, and thus this appraisal requires a jurisdictional exception to UASFLA and the ND Century Code.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains two non-contiguous tax parcels owned by Lowell Workin and farmed together. These two tax parcels contain the following land types:

OIN Tax Parcel	OIN 1514 01-0000-00112.000	OIN 1570 01-0000-00115-000	Total
Tillable Acres	68.00 acres	67.00 acres	135.00 acres
CRP	11.10 acres	0.00 acres	11.10 acres
Road/Waste	0.90 acres	4.00 acres	4.90 acres
Total	80.00 acres	71.00 acres	151.00 acres

Before Situation Valuation:

The appraisal values each subject tax parcel using 1) the Sales Comparison Approach, and 2) the Income Approach. Since there are no building improvements, the Cost Approach is not relevant to the appraisal problem.

Sales Comparison Approach – the appraiser prepared a sales grid for each subject tax parcel, utilizing 9 comparable ag sales that sold in 2024 from Richland and Cass Counties of North Dakota. The appraiser adjusts for differences between the subject properties and sale properties for land type, market conditions, financing, conditions of sale, size, drainage/productivity, and field shape.

OIN 1514 - the nine sales give an indicated range of subject value between \$6,197 and \$7,687 per acre. The appraiser's conclusion of land value for OIN 1514 is \$7,400 per total acre. Thus the subject OIN 1514 parcel has a total value as follows:

$$80.00 \text{ total acres @ } \$7,400/\text{acre} = \$592,000$$

OIN 1570- the nine sales give an indicated range of subject value between \$7,169 and \$9,116 per acre. The appraiser's conclusion of land value for OIN 1570 is \$8,500 per total acre. Thus the subject OIN 1514 parcel has a total value as follows:

$$71.00 \text{ total acres @ } \$8,500/\text{acre} = \$603,500 \text{ Rounded to } \$604,000$$

Income Approach – the appraiser states that market cash rent is \$240 per acre per year for tillable land with regular field lines (OIN 1570), but is reduced by 15% for OIN 1514 because of its irregular field lines. Thus market rent for OIN 1570 is \$204 per acre per year. The total income, expenses and net operating income are calculated on page 51 resulting in the following net operating incomes:

$$\text{OIN 1514 NOI} = \$12,110$$

$$\text{OIN 1570 NOI} = \$13,020$$

On page 52 of the appraisal the capitalization rates are calculated from the nine sales, resulting in an overall capitalization rate of 2.10% for OIN 1514 and 2.20% for OIN 1570.

Since value = income ÷ rate, the estimated market value of the subject parcels using the Income Approach is as follows:

$$\text{OIN 1514: } \$12,110 \div 0.0210 \text{ Cap Rate} = \$576,667 \text{ rounded to } \$577,000$$

$$\text{OIN 1570: } \$13,020 \div 0.0220 \text{ Cap Rate} = \$591,818 \text{ rounded to } \$592,000$$

Before Situation Valuation:

Reconciliation – the appraiser reconciles estimated market value of the two subject parcels as follows:

OIN 1514:	Sales Comparison Approach Indicated Value	= \$592,000
	Income Approach Indicated Value	= \$577,000
	Reconciled to	= \$587,000

The allocated valuation of OIN 1514 is as follows:

68.00 tillable acres @ \$7,653 per acre	= \$520,404	
11.10 CRP acres @ \$6,000 per acre	= \$ 66,600	
0.90 road/waste acres @ \$0 per acre	= \$ <u>0</u>	
Total	= \$587,004	rounded to \$587,000

OIN 1570:	Sales Comparison Approach Indicated Value	= \$604,000
	Income Approach Indicated Value	= \$592,000
	Reconciled to	= \$603,000

The allocated valuation of OIN 1570 is as follows:

67.00 tillable acres @ \$9,000 per acre	= \$603,000
0.00 CRP acres @ \$6,000 per acre	= \$ 0
4.00 road/waste acres @ \$0 per acre	= \$ <u>0</u>
Total	= \$603,000

Acquisitions:

The flowage easements to be acquired on OIN 1514 and 1570 contain the following land types:

	Zone 2 Flowage Easement	Zone 3 Flowage Easement	Total Flowage Easement
OIN 1514			
Tillable Acres	23.91 acres	4.49 acres	28.40 acres
CRP Acres	11.10 acres	0.00 acres	11.10 acres
Road/Waste	0.38 acres	0.05 acres	0.43 acres
Total	35.39 acres	4.54 acres	39.93 acres
OIN 1570			
Tillable Acres	8.77 acres	2.29 acres	11.06 acres
CRP Acres	0.00 acres	0.00 acres	0.00 acres
Road/Waste Acres	0.00 acres	0.00 acres	0.00 acres
Total	8.77 acres	2.29 acres	11.05 acres

Effects of the flowage easement acquisition on the subject property include:

- The highest and best use is still agriculture
- The flowage easements encumber the subject properties due to lost development rights. The appraiser estimates that there is a 9% diminution in value due to the Zone 2 flowage easement, and an 8% diminution in value due to the Zone 3 flowage easement.
- The flowage easements also encumber the subject properties due to increased flood risk. The appraiser estimates that there is a 9% diminution in value on OIN 1514 due to increased flood risk, and a 7% diminution in value to OIN 1570 due to increased flood risk.

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1514 + 1570 – Lowell Workin

Thus the damage to the subject property is estimated in the appraisal as follows:

OIN 1514:

23.91 tillable acres in Zone 2 @ \$7,653/ac X 9% diminution due to lost development rights	= \$ 16,468
4.49 tillable acres Zone 3 @ \$7,653/ac X 8% diminution due to lost development rights	= \$ 2,749
11.10 CRP acres Zone 2 @ \$6,000/ac X 9% diminution due to lost development rights	= \$ 5,994
0.38 waste acres Zone 2 @ \$0/ac X 9% diminution due to lost development rights	= \$ 0
0.05 waste acres Zone 3 @ \$0/ac X 8% diminution due to lost development rights	= \$ 0
28.40 tillable acres @ \$7,653/acre X 9% diminution due to increased flood risk	= \$ 19,561
11.10 CRP acres @ \$6,000/ac X 9% diminution due to increased flood risk	= \$ 5,994
0.43 road/waste acres @ \$0 per acre X 9% diminution due to increased flood risk	= \$ 0
Total	= \$ 50,766

OIN 1570:

8.77 tillable acres Zone 2 @ \$9,000/ac X 9% diminution due to lost development rights	= \$ 7,104
2.29 tillable acres Zone 3 @ \$9,000/ac X 8% diminution due to lost development rights	= \$ 1,649
11.06 tillable acres @ \$9,000/ac X 7% diminution due to increased flood risk	= \$ 6,968
Total	= \$ 15,721

Total for OIN 1514 & 1570 = \$ 66,487

Thus the after situation value of the subject properties are as follows:

	OIN 1514	OIN 1570
Before Situation Value	= \$ 587,000	\$ 603,000
Less Total Diminution	= \$ - 50,766	\$ - 15,720
After Situation Value	= \$ 536,234*	\$ 587,280

The after value of OIN 1514 can also be calculated as follows:

39.60 unencumbered tillable acres @ \$7,653/acre X 100% of fee value	= \$ 303,059
23.91 tillable acres in Zone 2 FE @ \$7,653/acre X 82% of fee value	= \$ 150,046
4.49 tillable acres in Zone 3 FE @ \$7,653/acre X 83% of fee value	= \$ 28,520
11.10 CRP acres in Zone 2 FE @ \$6,000/acre X 82% of fee value	= \$ 54,612
0.38 waste acres in Zone 2 FE @ \$0/acre X 82% of fee value	= \$ 0
0.05 waste acres in Zone 3 FE @ \$0/acre X 83% of fee value	= \$ 0
0.47 unencumbered waste acres @ \$0/acre X 100% of fee value	= \$ 0
80.00 acres	Total = \$ 536,237*

*** Difference due to rounding**

The after value of OIN 1570 can also be calculated as follows:

55.94 unencumbered tillable acres @ \$9,000/acre X 100% of fee value	= \$ 503,460
8.77 tillable acres in Zone 2 FE @ \$9,000/acre X 84% of fee value	= \$ 66,301
2.29 tillable acres in Zone 3 FE @ \$9,000/acre X 85% of fee value	= \$ 17,519
4.00 unencumbered waste acres @ \$0/acre X 100% of fee value	= \$ 0
71.00 acres	Total = \$ 587,280

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of partial acquisitions.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for these partial acquisitions. The subject properties are valued by both the Income Approach and the Sales Comparison Approach. The Cost Approach was not used since it is irrelevant to the appraisal problem of vacant land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$50,766** estimate of damages for the acquisition on OIN 1514 and the \$15,720 estimate of damages for the acquisition on OIN 1570, stated as totaling \$66,487 in the appraisal, are adequately supported and are the Recommended Compensations. There is a discrepancy in the appraisal of \$1 ($\$50,766 + \$15,720 = \$66,486$ versus the appraisal's damage determination of \$66,487). The appraiser explains this is due to the use of Excel spreadsheet rounding. Not ideal but I will accept this minor discrepancy.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 10, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 10, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
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- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
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1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
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St. Paul, Minnesota

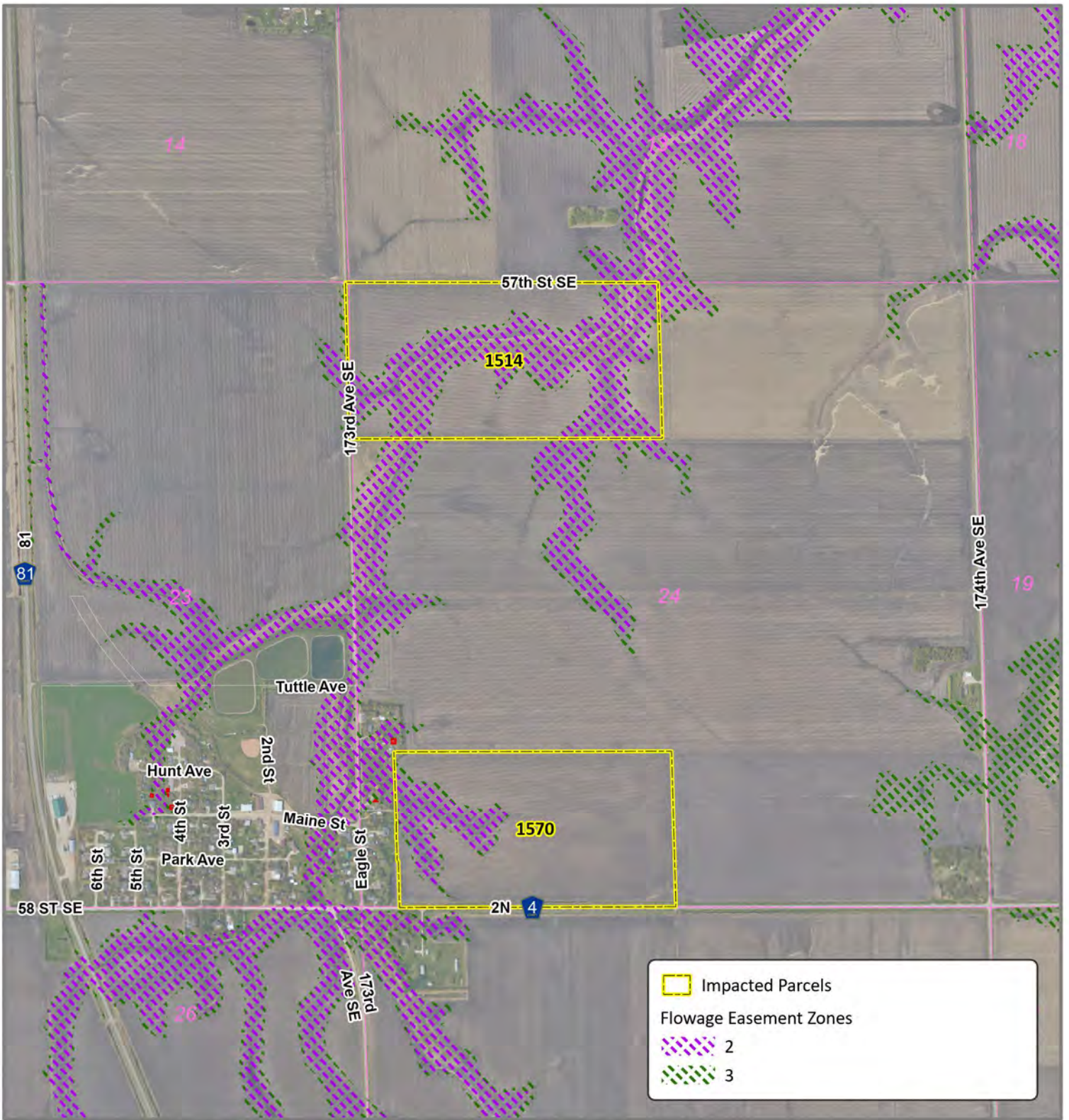
APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

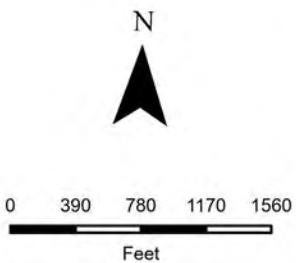
Society of Real Estate Appraisers
Residential Property Valuation



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



OINs: 1514 & 1570
Owner: Lowell Workin
Parcel IDs: 01-0000-00112.000 & 01-0000-00115.000

Richland County, ND

FM AREA DIVERSION
 Map Date: 1/17/2025



APPRAISAL REVIEW OF OIN 8710 + 8711 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	205 2 nd Street, Christine, North Dakota 58015		
Property Owner(s):	Hoi Bros Investment LLC		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	November 18, 2024	Date of Review:	January 10, 2025
Date of Appraisal Report:	January 9, 2025	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report – Draft 2	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES

\$6,400

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.			
	Date of Inspection & Landowner Accompaniment:	The appraiser inspected the exterior of the subject property on November 18, 2024. The property owner was given an opportunity to accompany the appraiser but declined.			
	Property & Rights Appraised:	Fee Simple Title in both before and after situations of Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Commercial Industrial Site	Commercial Industrial Site	
		As Improved	Storage Units	Storage Units	
	Acquisition:	Total Flowage Easement of 10,326 sf or 0.24 acres. OIN 8710 has 0.12 acres of Zone 2. OIN 8711 has 0.07 acres of Zone 2 and 0.05 acres of Zone 3 Flowage Easement.			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$180,800	
		After Situation Value of Subject Property	=	\$174,400	
Diminution in Value to Subject Property (difference)		=	\$ 6,400		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 10,326 sf in flowage easemt @ \$4.10/sf X 15% diminution =\$6,350	=		\$ 6,400	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8710 + 8711 – Hoi Bros Investment LLC

PROPERTY APPRAISED	Address/Location:	Hoi Bros Investment LLC		
	PID or Legal Description:	49-0001-04884.000, 49-0001-04885.000, 49-0500-05032.025, 49-0500-05032.035		
	Size of Subject Property:	44,100 sf		
	Improvements:	22 unit storage building		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Somewhat irregular in shape with gentle terrain	
		Frontage:	Maine Street and 2 nd Street (both gravel)	
		Access:	From both streets	
		Existing Use:	Storage building	
		Encumbrances:	None known of significance	
	Zoning:	Commercial Industrial in City of Christine		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer. 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an "Appraisal Report" or a "Restricted Appraisal Report". (2-2)
✓	The content of the "Appraisal Report" must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of four tax parcels with building improvements on the westerly portion of the property within the City of Christine. The city could not be contacted by the appraiser for confirmation of zoning, but it is zoned commercial industrial.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation (“as is” value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject’s building is not affected and the Income Approach was not utilized since the income stream is not affected.

Sales Comparison Approach - Three vacant commercial industrial lot sales in Horace were utilized in this approach. The three sales varied in size from 50,999 sf to 67,319 sf to 68,007 sf. These sales varied in price from \$180,000 to \$275,000. All three sales included the buyer assuming special assessments. After including special assessments, the per sf sales price ranged from \$4.10 per sf to \$4.81 per sf with a mean value of \$4.39 per sf and a median value of \$4.25 per sf. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the “Sales Discussion” on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$4.10 per sf for a total value as follows:

$$44,100 \text{ sf @ } \$4.10 \text{ per sf} = \$180,810 \text{ rounded to } \$180,800$$

Acquisition:

The acquisition on the subject property consists of a total of 0.24± acres or 10,326± sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

OIN	Zone 2	Zone 3	Total
8710	0.12 acres	0.00 acres	0.12 acres
8711	0.07 acres	0.05 acres	0.12 acres
Total	0.19 acres	0.05 acres	0.24 acres Or 10,326± sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.70% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$4.10 \text{ per sf} \times 85\% = \$3.48 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

33,774 sf of unencumbered land @ \$4.10 per sf	= \$ 138,473
<u>10,326</u> sf within flowage easement @ \$3.48 per sf	= <u>\$ 35,934</u>
44,100 sf	Total = \$ 174,408 Rounded to \$174,400

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$ 180,800
After Situation Value	= <u>\$-174,400</u>
Difference	= \$ 6,400

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$6,400** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 10, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

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Reviewed By: _____ (signature)

Douglas K. Johnson, SR/WA
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Review Date: January 10, 2025

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NAME: Douglas K. Johnson, SRWA

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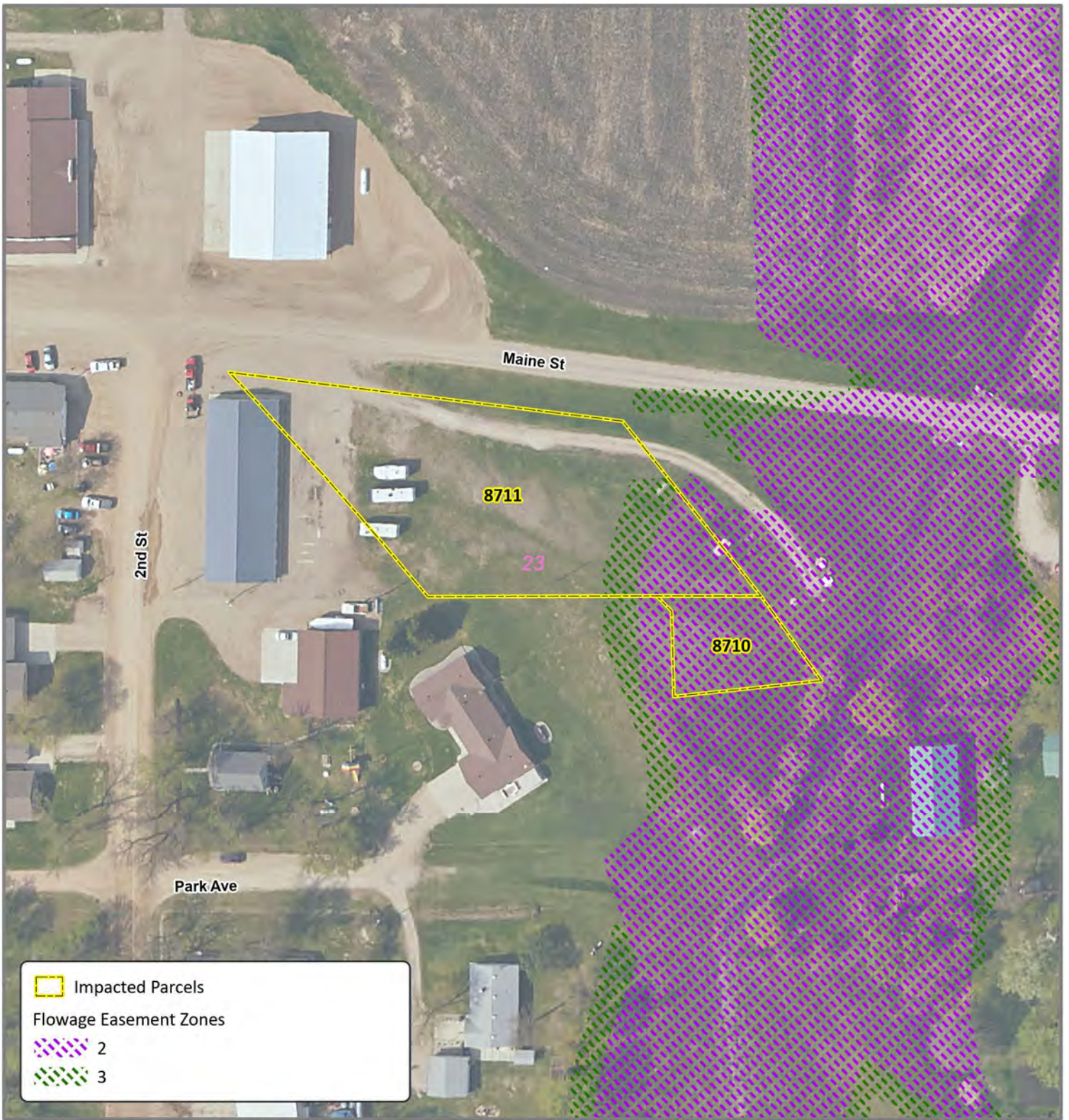
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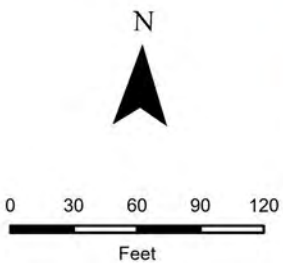
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Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
 All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: hrecords | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



OINs: 8710 & 8711
Owner: HOI BROS INVESTMENTS LLC
Parcel IDs: 49-0500-05032.035
49-0500-05032.025

Richland County, ND

FM AREA DIVERSION
 Map Date: 1/17/2025



APPRAISAL REVIEW OF OIN 1455 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Eagle Township, Richland County, ND		
Property Owner(s):	Dallas Israelson		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian Field, ARA, MAI Crown Appraisals, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson of DKJ Appraisal LLC
Effective Date of Appraisal:	October 10, 2024	Date of Review:	January 17, 2025
Date of Appraisal Report:	January 14, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$3,318

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection & Landowner Accompaniment:	Appraiser attempted to contact landowner's attorney but could not. Therefore landowner did not accompany Mr. Field on his October 10, 2024 inspection.		
	Property Rights & Property Appraised:	Fee Simple Title in both before and after situations Real Property		
	Type of Value Appraised:	Market Value of Before and After Situations		
	Were Building(s) Included in Valuation?	Subject property is vacant land.		
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural (before) As Improved: Not applicable as subject property is vacant land		
	Acquisition:	Zone 2 Flowage Easement on 2.46 acres of subject property, of which 2.43 acres are tillable and 0.03 acres are road/waste.		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - None		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 20,150
		After Situation Value of Subject Property	=	\$ 16,832
		Diminution in Value to Subject Property (difference)	=	\$ 3,318
	Allocation of Damages:	Compensation Item:		Amount
		<u>Reduced Development Rights:</u>		
2.43 tillable acres in Zone 2 @ \$7,381 per acre X 9% diminution		=	\$ 1,614	
0.03 waste acres in Zone 2 @ \$0 per acre X 9% diminution		=	\$ 0	
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>				
2.43 tillable acres in Zone 2 @ \$7,381/acre X 9.5% diminution		=	\$ 1,704	
0.03 waste acres in Zone 2 @ \$0 per acre X 9.5% diminution		=	\$ 0	
Total		=	\$ 1,704	
Rounded to		=	\$ 3,318	
		=		

PROPERTY APPRAISED	Address/Location:	Part of NE¼ of Section 23 in Eagle Township, Richland County, ND		
	PID or Legal Description:	01-0000-00106.000		
	Size of Subject Property:	2.76 acre drainage ditch of which 2.73 acres are tillable and 0.03 acres are road/waste		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	33' x 3,646' irregular shape on gentle terrain	
		Frontage:	Gravel road	
		Access:	Gravel road	
		Existing Use:	Agriculture – drainage ditch	
		Encumbrances:	None known of significance	
	Zoning:	Agriculture		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. UASFLA and the North Dakota Century Code standards do not have this project rule, and thus this appraisal requires a jurisdictional exception to UASFLA and the ND Century Code.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains 2.76 acres total of which 2.73 acres are tillable and 0.03 acres are road/waste. The subject property is a drainage ditch for adjacent farm fields, but is owned by a non-contiguous owner (Mr. Israelson). The appraiser judges that this drainage ditch is a necessity for tillable land and appraises it as tillable land (since it is agricultural). I agree that this is a reasonable assumption.

Before Situation Valuation:

The appraisal values the subject property using 1) the Sales Comparison Approach, and 2) the Income Approach. Since there are no building improvements, the Cost Approach is not relevant to the appraisal problem.

Sales Comparison Approach – the appraiser utilizes 9 comparable ag sales that sold in 2024 from Richland and Cass Counties of North Dakota. After adjustments for land type, market conditions, financing, conditions of sale, size, drainage/productivity, and field shape, the nine sales give an indicated range of subject value between \$6,162 to \$7,836 per total acre, with an average of \$7,054 per acre and a median of \$7,083 per acre. The appraiser's conclusion of land value was \$7,300 per total acre for a total before situation value as follows:

$$2.76 \text{ total acres @ } \$7,300/\text{acre} = \$20,148 \text{ rounded to } \$20,150$$

Income Approach – the appraiser states market cash rent is \$240 per acre per year, but due to the shape of the subject property it is reduced by 18% to \$196.80 per acre per year. Thus the subject's annual gross income for the tillable land is as follows:

$$2.73 \text{ tillable acres @ } \$196.80 \text{ per acre} = \$537$$

After deducting expenses as shown on page 36 for insurance, real estate taxes, maintenance, and management, the net operating income is \$483 per year. On page 37 of the appraisal the capitalization rates are calculated from the nine sales, resulting in an overall capitalization rate of 2.50%

Since value = income ÷ rate, the estimated market value of the subject property using the Income Approach is as follows:

$$\$483 \text{ NOI} \div 0.0250 \text{ Cap Rate} = \$19,320$$

$$\text{Rounded to} = \$19,000$$

Reconciliation – the appraiser reconciles to **\$20,150** since the Sales Comparison Approach is generally the most reliable approach. Using a \$0 per acre value for the waste land, the tillable land has a value of \$7,381 per acre.

2.73 tillable acres @ \$7,381 per acre	=	\$20,150
<u>0.03</u> waste acres @ \$0 per acre	=	<u>\$0</u>
2.76 acres	Total	= \$20,150

Effects of the flowage easement acquisition on the subject property include:

- The highest and best use is still agriculture
- The 2.76 acres of the subject property within the Zone 2 flowage easement theoretically have reduced development rights due to the flowage easement which the appraiser assigns a 9% diminution in value. The appraiser feels that even though this property is not buildable, there are development rights which are encumbered by the acquisition.
- The 2.76 acres of the subject property within the Zone 2 flowage easement have greater flood risk because of the project and easement, and thus the appraiser assigned a 9% diminution due to this greater flood risk.

Thus the damage to the subject property is estimated in the appraisal as follows:

<u>Reduced Development Rights:</u>		
2.43 tillable acres in Zone 2 @ \$7,381 per acre X 9% diminution	=	\$ 1,614
0.03 waste acres in Zone 2 @ \$0 per acre X 9% diminution	=	\$ 0
	=	
<u>Increased Flood Risk:</u>		
2.43 tillable acres in Zone 2 @ \$7,381/acre X 9.5% diminution	=	\$ 1,704
0.03 waste acres in Zone 2 @ \$0 per acre X 9.5% diminution	=	\$ 0
Total	=	\$ 3,318

Thus the after situation value of the subject property is as follows:

	<u>Actual</u>
Before Situation Value	= \$ 20,150
Less Total Diminution	= \$- 3,318
After Situation Value	= \$ 16,832

This after value can also be calculated as follows:

2.43 tillable acres in Zone 2 FE @ \$7,381/acre X 81.5% of fee value	= \$ 14,618
0.03 waste acres in Zone 2 FE @ \$0/acre X 81.5% of fee value	= \$ 0
<u>0.30 tillable acres unencumbered @ \$7,381/acre X 100% of fee value</u>	<u>= \$ 2,214</u>
2.76 acres	Total = \$ 16,832

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by both the Income Approach and the Sales Comparison Approach. The Cost Approach was not used since it is irrelevant to the appraisal problem of vacant land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$3,318** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 17, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 17, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation

APPRAISAL REVIEW OF OIN 1462A APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Eagle Township, Richland County, ND		
Property Owner(s):	Carson and Amy Laney		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian Field, ARA, MAI Crown Appraisals, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson of DKJ Appraisal LLC
Effective Date of Appraisal:	October 10, 2024	Date of Review:	January 17, 2025
Date of Appraisal Report:	January 14, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$464

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection & Landowner Accompaniment:	Appraiser inspected subject property on October 10, 2024 and talked to Mr. Laney by phone on <u>December 18, 2024</u> .		
	Property Rights & Property Appraised:	Fee Simple Title in both before and after situations Real Property		
	Type of Value Appraised:	Market Value of Before and After Situations		
	Were Building(s) Included in Valuation?	Subject property is vacant land.		
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural (before) As Improved: Not applicable as subject property is vacant land		
	Acquisition:	Zone 2 Flowage Easement on 0.38 acres (all wetland/woods/grass) Zone 3 Flowage Easement on 0.18 acres (0.07 acres tillable, 0.11 acres wwg) Total = 0.56 acres		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - None		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 21,800
		After Situation Value of Subject Property	=	\$ 21,336
		Diminution in Value to Subject Property (difference)	=	\$ 464
	Allocation of Damages:	Compensation Item:		Amount
		<u>Reduced Development Rights:</u>		
		0.38 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution	=	\$ 171
0.07 tillable acres in Zone 3 @ \$7,381 per acre X 8% diminution		=	\$ 41	
0.11 wwg acres in Zone 3 @ \$5,000 per acre X 8% diminution		=	\$ 44	
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>				
0.49 wwg acres in Zones 2+3 @ \$5,000/acre X 7% diminution		=	\$ 172	
0.07 tillable acres in Zones 2+3 @ \$7,381/acre X 7% diminution	=	\$ 36		
	Total	=	\$ 464	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1462A – Carson & Amy Laney

PROPERTY APPRAISED	Address/Location:	Lot 1, Block 1 of Milwaukee Road Addition, Section 23, City of Christine, Eagle Township, Richland County, ND		
	PID or Legal Description:	01-0500-05032.001		
	Size of Subject Property:	3.36 acre strip of which 2.10 acres are tillable and 1.26 acres are woods/wetland/grass (wwg)		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	100' wide by x 1,464± feet long, on gentle terrain	
		Frontage:	Gravel road	
		Access:	Gravel road	
		Existing Use:	Agriculture	
Encumbrances:		None known of significance		
Zoning:	Agriculture			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer .
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. UASFLA and the North Dakota Century Code standards do not have this project rule, and thus this appraisal requires a jurisdictional exception to UASFLA and the ND Century Code.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains 3.36 acres total of which 2.10 acres are tillable and 1.26 acres are woods/wetland/grass. The subject property is an old railroad r/w. .

Before Situation Valuation:

The appraisal values the subject property using 1) the Sales Comparison Approach, and 2) the Income Approach. Since there are no building improvements, the Cost Approach is not relevant to the appraisal problem.

Sales Comparison Approach – the appraiser utilizes 9 comparable ag sales that sold in 2024 from Richland and Cass Counties of North Dakota. After adjustments for land type, market conditions, financing, conditions of sale, size, drainage/productivity, and field shape, the nine sales give an indicated range of subject value between \$5,431 to \$6,489 per total acre, with an average of \$5,965 per acre and a median of \$5,925 per acre. The appraiser's conclusion of land value was \$6,500 per total acre for a total before situation value as follows:

$$3.36 \text{ total acres @ } \$6,500/\text{acre} = \$21,840 \text{ rounded to } \$21,800$$

Income Approach – the appraiser states market cash rent is \$240 per acre per year, but due to the shape of the subject property it is reduced by 18% to \$196.80 per acre per year. Thus the subject's annual gross income for the tillable land is as follows:

$$2.10 \text{ tillable acres @ } \$196.80 \text{ per acre} = \$413$$

After deducting expenses as shown on page 39 for insurance, real estate taxes, maintenance, and management, the net operating income is \$268 per year. On page 40 of the appraisal the capitalization rates are calculated from the nine sales, resulting in an overall capitalization rate of 2.00%

Since value = income ÷ rate, the estimated market value of the subject tillable land using the Income Approach is as follows:

$$\$268 \text{ NOI} \div 0.0200 \text{ Cap Rate} = \$13,393 \text{ (actual division is } \$13,400)$$

The appraiser adds in the value of the wwg at \$6,300 (page 34), \$13,393 + \$6,300 = \$19,693 rounded to \$20,000

Reconciliation – the appraiser reconciles to **\$21,800** since the Sales Comparison Approach is generally the most reliable approach. Using a \$5,000 per acre value for the wwg land, the tillable land has a value of \$7,381 per acre.

2.10 tillable acres @ \$7,381 per acre	= \$15,500
1.26 wwg acres @ \$5,000 per acre	= <u>\$ 6,300</u>
2.76 acres	Total = \$21,800

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1462A – Carson & Amy Laney

Effects of the flowage easement acquisition on the subject property include:

- The highest and best use is still agriculture
- The 0.38 acres of the subject property within the Zone 2 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns a 9% diminution in value.
- The 0.18 acres of the subject property within the Zone 3 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns an 8% diminution in value.
- All 0.56 acres of the subject property within the Zones 2 & 3 flowage easements have greater flood risk because of the project and easement, and thus the appraiser assigned a 7% diminution due to this greater flood risk.

Thus the damage to the subject property is estimated in the appraisal as follows:

<u>Reduced Development Rights:</u>		
0.38 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution	=	\$ 171
0.07 acres tillable in Zone 3 @ \$7,381 per acre X 8% diminution	=	\$ 41
0.11 wwg acres in Zone 3 @ \$5,000 per acre X 8% diminution	=	\$ 44
<u>Increased Flood Risk:</u>		
0.49 wwg acres in Zones 2 & 3 @ \$5,000/acre X 7% diminution	=	\$ 172
0.07 tillable acres in Zone 2 @ \$7,381 per acre X 7% diminution	=	\$ 36
Total	=	\$ 464

Thus the after situation value of the subject property is as follows:

Before Situation Value	= \$ 21,800
Less Total Diminution	= <u>\$- 464</u>
After Situation Value	= \$ 21,336

This after value can also be calculated as follows:

2.03 unencumbered tillable acres @ \$7,381/acre X 100% of fee value	= \$ 14,983
0.07 tillable acres in Zone 3 FE @ \$7,381/acre X 85% of fee value	= \$ 439
0.77 unencumbered wwg acres @ \$5,000/acre X 100% of fee value	= \$ 3,850
0.38 wwg acres in Zone 2 FE @ \$5,000/acre X 84% of fee value	= \$ 1,596
<u>0.11 wwg acres in Zone 3 FE @ \$5,000/acre X 85% of fee value</u>	= <u>\$ 468</u>
3.36 acres	Total = \$ 21,336

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by both the Income Approach and the Sales Comparison Approach. The Cost Approach was not used since it is irrelevant to the appraisal problem of vacant land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$464** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 17, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 17, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

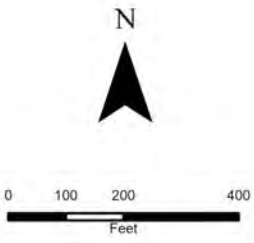
International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 1462A
CARSON & AMY LANEY
Parcel ID: 49-0500-05032.001
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



APPRAISAL REVIEW OF OIN 1468 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Eagle Township, Richland County, ND		
Property Owner(s):	BEMR, LLP		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian Field, ARA, MAI Crown Appraisals, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson of DKJ Appraisal LLC
Effective Date of Appraisal:	October 10, 2024	Date of Review:	January 17, 2025
Date of Appraisal Report:	January 14, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$926

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection & Landowner Accompaniment:	Appraiser inspected subject property on October 10, 2024 and talked to Mr. Randy Lacher by phone on <u>December 23, 2024</u> .		
	Property Rights & Property Appraised:	Fee Simple Title in both before and after situations Real Property		
	Type of Value Appraised:	Market Value of Before and After Situations		
	Were Building(s) Included in Valuation?	Subject property is vacant land.		
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural (before) As Improved: Not applicable as subject property is vacant land		
	Acquisition:	Zone 2 Flowage Easement on 0.28 acres (0.18 acres tillable, 0.10 acres wwg) Zone 3 Flowage Easement on 0.56 acres (0.44 acres tillable, 0.12 acres wwg) Total = 0.84 acres (0.62 acres tillable, 0.22 acres wwg)		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - None		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 135,000
		After Situation Value of Subject Property	=	\$ 134,074
		Diminution in Value to Subject Property (difference)	=	\$ 926
	Allocation of Damages:	Compensation Item:		Amount
		<u>Reduced Development Rights:</u>		
		0.18 tillable acres in Zone 2 @ \$9,032 per acre X 9% diminution	=	\$ 146
0.10 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution		=	\$ 45	
0.44 tillable acres in Zone 3 @ \$9,032 per acre X 8% diminution		=	\$ 318	
0.12 wwg acres in Zone 3 @ \$5,000 per acre X 8% diminution		=	\$ 48	
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>				
0.22 wwg acres in Zones 2+3 @ \$5,000/acre X 5.5% diminution	=	\$ 61		
0.62 tillable acres in Zones 2+3 @ \$9,032/acre X 5.5% diminution	=	<u>\$ 308</u>		
	Total	=	\$ 926	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1468 – BEMR, LLP

PROPERTY APPRAISED	Address/Location:	Part of Blocks 20 & 21, Christine 1 st Addition & Parts of NW¼SE¼ of Section 23, City of Christine, Eagle Township, Richland County, ND		
	PID or Legal Description:	49-1410-05024.001		
	Size of Subject Property:	15.08 acres of which 14.78 acres are tillable and 0.30 acres are woods/wetland/grass (wwg)		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Irregular field shapes and gentle terrain	
		Frontage:	Gravel road	
		Access:	Gravel road	
		Existing Use:	Agriculture	
Encumbrances:		None known of significance		
Zoning:	Agriculture			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an "Appraisal Report" or a "Restricted Appraisal Report". (2-2)
✓	The content of the "Appraisal Report" must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. UASFLA and the North Dakota Century Code standards do not have this project rule, and thus this appraisal requires a jurisdictional exception to UASFLA and the ND Century Code.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains 15.08 acres total of which 14.78 acres are tillable and 0.30 acres are woods/wetland/grass. The subject property is used for agriculture.

Before Situation Valuation:

The appraisal values the subject property using 1) the Sales Comparison Approach, and 2) the Income Approach. Since there are no building improvements, the Cost Approach is not relevant to the appraisal problem.

Sales Comparison Approach – the appraiser utilizes 9 comparable ag sales that sold in 2024 from Richland and Cass Counties of North Dakota. After adjustments for land type, market conditions, financing, conditions of sale, size, drainage/productivity, and field shape, the nine sales give an indicated range of subject value between \$7,546 to \$9,568 per total acre, with an average of \$8,623 per acre and a median of \$8,658 per acre. The appraiser's conclusion of land value was \$9,000 per total acre for a total before situation value as follows:

$$15.08 \text{ acres @ } \$9,000/\text{acre} = \$135,720 \text{ rounded to } \$136,000$$

Income Approach – the appraiser states market cash rent is \$240 per acre per year. Thus the subject's annual gross income for the tillable land is as follows:

$$14.78 \text{ tillable acres @ } \$240.00 \text{ per acre} = \$3,547$$

After deducting expenses as shown on page 37 for insurance, real estate taxes, maintenance, and management, the net operating income is \$2,777 per year. On page 38 of the appraisal the capitalization rates are calculated from the nine sales, resulting in an overall capitalization rate of 2.15%

Since value = income ÷ rate, the estimated market value of the subject tillable land using the Income Approach is as follows:

$$\$2,777 \text{ NOI} \div 0.0215 \text{ Cap Rate} = \$129,141$$

The appraiser adds in the value of the wwg at \$1,500 (page 32), \$129,141 + \$1,500 = \$130,641 rounded to \$131,000

Reconciliation – the appraiser reconciles to **\$135,000** since the Sales Comparison Approach is generally the most reliable approach. Using a \$5,000 per acre value for the wwg land, the tillable land has a value of \$9,032 per acre.

14.78 tillable acres @ \$9,032 per acre	=	\$133,493
<u>0.30 wwg acres @ \$5,000 per acre</u>	=	<u>\$ 1,500</u>
15.08 acres	Total	= \$134,993
	Rounded to	= \$135,000

Effects of the flowage easement acquisition on the subject property include:

- The highest and best use is still agriculture
- The 0.28 acres of the subject property within the Zone 2 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns a 9% diminution in value.
- The 0.56 acres of the subject property within the Zone 3 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns an 8% diminution in value.
- All 0.84 acres of the subject property within the Zones 2 & 3 flowage easements have greater flood risk because of the project and easement, and thus the appraiser assigned a 5.5% diminution due to this greater flood risk.

Thus the damage to the subject property is estimated in the appraisal as follows:

Compensation Item:		Amount
<u>Reduced Development Rights:</u>		
0.18 tillable acres in Zone 2 @ \$9,032 per acre X 9% diminution	=	\$ 146
0.10 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution	=	\$ 45
0.44 tillable acres in Zone 3 @ \$9,032 per acre X 8% diminution	=	\$ 318
0.12 wwg acres in Zone 3 @ \$5,000 per acre X 8% diminution	=	\$ 48
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>		
0.22 wwg acres in Zones 2+3 @ \$5,000/acre X 5.5% diminution	=	\$ 61
0.62 tillable acres in Zones 2+3 @ \$9,032/acre X 5.5% diminution	=	<u>\$ 308</u>
Total	=	\$ 926

Thus the after situation value of the subject property is as follows:

Before Situation Value	= \$ 135,000
Less Total Diminution	= \$- <u>926</u>
After Situation Value	= \$ 134,074*

This after value can also be calculated as follows:

14.16 unencumbered tillable acres @ \$9,032/acre X 100% of fee value	= \$ 127,893
0.18 tillable acres in Zone 2 FE @ \$9,032/acre X 85.5% of fee value	= \$ 1,390
0.44 tillable acres in Zone 3 FE @ \$9,032/acre X 86.5% of fee value	= \$ 3,438
0.08 wwg acres unencumbered @ \$5,000/acre X 100% of fee value	= \$ 400
0.10 wwg acres in Zone 2 FE @ \$5,000/acre X 85.5% of fee value	= \$ 428
<u>0.12 wwg acres in Zone 3 FE @ \$5,000/acre X 86.5% of fee value</u>	<u>= \$ 519</u>
15.08 acres	Total = \$ 134,068*

* Difference due to rounding

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by both the Income Approach and the Sales Comparison Approach. The Cost Approach was not used since it is irrelevant to the appraisal problem of vacant land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$926** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 17, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 17, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
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1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
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EDUCATION: Bachelor of Science Degree – Forest Science (1978)
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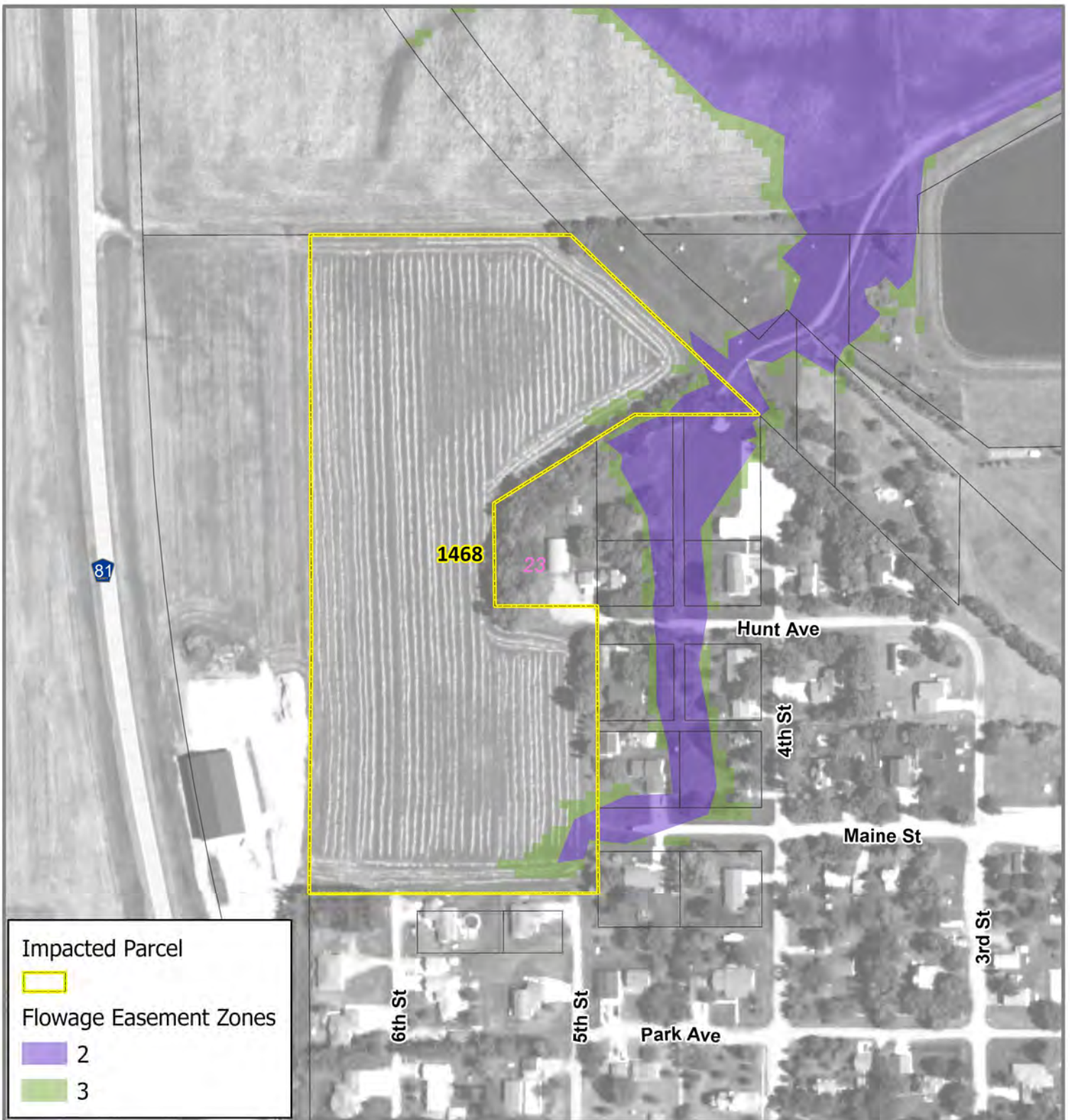
APPRAISAL EDUCATION: (partial list)

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Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

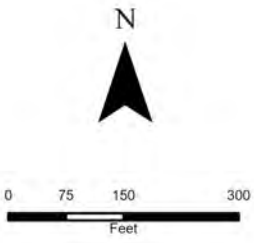
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Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



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 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLIdenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 1468
BEMR, LLP
Parcel ID: 49-1410-05024.001
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



APPRAISAL REVIEW OF OIN 1491 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Eagle Township, Richland County, ND		
Property Owner(s):	Michele Johnson		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian Field, ARA, MAI Crown Appraisals, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson of DKJ Appraisal LLC
Effective Date of Appraisal:	October 10, 2024	Date of Review:	January 17, 2025
Date of Appraisal Report:	January 14, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$8,910

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection & Landowner Accompaniment:	Appraiser inspected subject property on October 10, 2024 and tried to contact landowner's attorney but was unsuccessful.		
	Property Rights & Property Appraised:	Fee Simple Title in both before and after situations Real Property		
	Type of Value Appraised:	Market Value of Before and After Situations		
	Were Building(s) Included in Valuation?	Subject property is vacant land.		
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural (before) As Improved: Not applicable as subject property is vacant land		
	Acquisition:	Zone 2 Flowage Easement on 7.63 acres (2.13 acres tillable, 5.50 acres wwg) Zone 3 Flowage Easement on 0.16 acres (0.16 acres tillable, 0.00 acres wwg) Total = 7.79 acres (2.29 acres tillable, 5.50 acres wwg)		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - None		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 51,500
		After Situation Value of Subject Property	=	\$ 42,590
		Diminution in Value to Subject Property (difference)	=	\$ 8,910
	Allocation of Damages:	Compensation Item:		Amount
<u>Reduced Development Rights:</u>				
2.13 tillable acres in Zone 2 @ \$9,057 per acre X 9% diminution		=	\$ 1,736	
5.50 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution		=	\$ 2,475	
0.16 tillable acres in Zone 3 @ \$9,057 per acre X 8% diminution		=	\$ 116	
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>				
5.50 wwg acres in Zones 2+3 @ \$5,000/acre X 9.5% diminution	=	\$ 2,613		
2.29 tillable acres in Zones 2+3 @ \$9,057/acre X 9.5% diminution	=	\$ 1,970		
Total	=	\$ 8,910		

PROPERTY APPRAISED	Address/Location:	Lot 11 except 6,736 SF & Lots 12-23; Block 14, City of Christine, Richland County, ND		
	PID or Legal Description:	49-0001-04997.005		
	Size of Subject Property:	8.15 acres of which 2.65 acres are tillable and 5.50 acres are woods/wetland/grass (wwg)		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Major irregular and gentle terrain	
		Frontage:	Eagle Street and Maine Street (both gravel)	
		Access:	Eagle Street and Maine Street (both gravel)	
		Existing Use:	Agriculture	
Encumbrances:		None known of significance		
Zoning:	Agriculture			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. UASFLA and the North Dakota Century Code standards do not have this project rule, and thus this appraisal requires a jurisdictional exception to UASFLA and the ND Century Code.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains 8.15 acres total of which 2.29 acres are tillable and 5.50 acres are woods/wetland/grass. The subject property is used for agriculture.

Before Situation Valuation:

The appraisal values the subject property using 1) the Sales Comparison Approach, and 2) the Income Approach. Since there are no building improvements, the Cost Approach is not relevant to the appraisal problem.

Sales Comparison Approach – the appraiser utilizes 9 comparable ag sales that sold in 2024 from Richland and Cass Counties of North Dakota. After adjustments for land type, market conditions, financing, conditions of sale, size, drainage/productivity, and field shape, the nine sales give an indicated range of subject value between \$5,845 to \$6,515 per total acre, with an average of \$6,202 per acre and a median of \$6,214 per acre. The appraiser's conclusion of land value was \$6,400 per total acre for a total before situation value as follows:

$$8.15 \text{ acres @ } \$6,400/\text{acre} = \$52,160 \text{ rounded to } \$52,200$$

Income Approach – the appraiser states market cash rent is \$240 per acre per year. Thus the subject's annual gross income for the tillable land is as follows:

$$2.65 \text{ tillable acres @ } \$240.00 \text{ per acre} = \$ 636.00$$

After deducting expenses as shown on page 39 for insurance, real estate taxes, maintenance, and management, the net operating income is \$355 per year. On page 40 of the appraisal the capitalization rates are calculated from the nine sales, resulting in an overall capitalization rate of 2.00%

Since value = income ÷ rate, the estimated market value of the subject tillable land using the Income Approach is as follows:

$$\$355 \text{ NOI} \div 0.02 \text{ Cap Rate} = \$17,738 \text{ (actual math is } \$17,500)$$

Since the appraiser states that the wwg land is seldom leased in the subject area, there is no income information and thus the appraiser adds the value of the wwg at \$27,500 based on sales information (page 32).

Value of Tillable Land Via Income Approach	= \$17,738
Value of WWG land via Sales	= <u>\$27,500</u>
Total Value	= \$45,238

Reconciliation – the appraiser reconciles to **\$51,500** since the Sales Comparison Approach is generally the most reliable approach. Using a \$5,000 per acre value for the wwg land, the tillable land has a value of \$9,057 per acre.

2.65 tillable acres @ \$9,057 per acre	= \$24,000
<u>5.50 wwg acres @ \$5,000 per acre</u>	= <u>\$27,500</u>
8.15 acres Total	= \$51,500

In the after situation (as encumbered value), the subject property still has a highest and best use as agriculture, but is affected in the following ways:

- The 7.63 acres of the subject property within the Zone 2 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns a 9% diminution in value.
- The 0.16 acres of the subject property within the Zone 3 flowage easement have reduced development rights due to the flowage easement which the appraiser assigns an 8% diminution in value.
- All 7.79 acres of the subject property within the Zones 2 & 3 flowage easements have greater flood risk because of the project and easement, and thus the appraiser assigned a 9.5% diminution due to this greater flood risk.

Thus the damage to the subject property is estimated in the appraisal as follows:

Compensation Item:		Amount
<u>Reduced Development Rights:</u>		
2.13 tillable acres in Zone 2 @ \$9,057 per acre X 9% diminution	=	\$ 1,736
5.50 wwg acres in Zone 2 @ \$5,000 per acre X 9% diminution	=	\$ 2,475
0.16 tillable acres in Zone 3 @ \$9,057 per acre X 8% diminution	=	\$ 116
<u>Increased Flood Risk on Land in Both Zone 2 and Zone 3:</u>		
5.50 wwg acres in Zones 2+3 @ \$5,000/acre X 9.5% diminution	=	\$ 2,613
2.29 tillable acres in Zones 2+3 @ \$9,057/acre X 9.5% diminution	=	<u>\$ 1,970</u>
Total	=	\$ 8,910

Thus the after situation value of the subject property is as follows:

Before Situation Value	=	\$ 51,500
Less Total Diminution	=	<u>\$ -42,590</u>
After Situation Value	=	\$ 8,910*

This after value can also be calculated as follows:

0.36 unencumbered tillable acres @ \$9,057/acre X 100% of fee value	=	\$ 3,261
2.13 tillable acres in Zone 2 FE @ \$9,057/acre X 81.5% of fee value	=	\$ 15,722
0.16 tillable acres in Zone 3 FE @ \$9,057/acre X 82.5% of fee value	=	\$ 1,196
<u>5.50 wwg acres in Zone 2 FE @ \$5,000/acre X 81.5% of fee value</u>	=	<u>\$ 22,413</u>
8.15 acres	Total	= \$ 42,592*

* Difference due to rounding

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by both the Income Approach and the Sales Comparison Approach. The Cost Approach was not used since it is irrelevant to the appraisal problem of vacant land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$8,910** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 17, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
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REVIEWER’S CERTIFICATION
(from 2024 USPAP Standards Rule 4-3)

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- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
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(signature)

Review Date:

January 17, 2025

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NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
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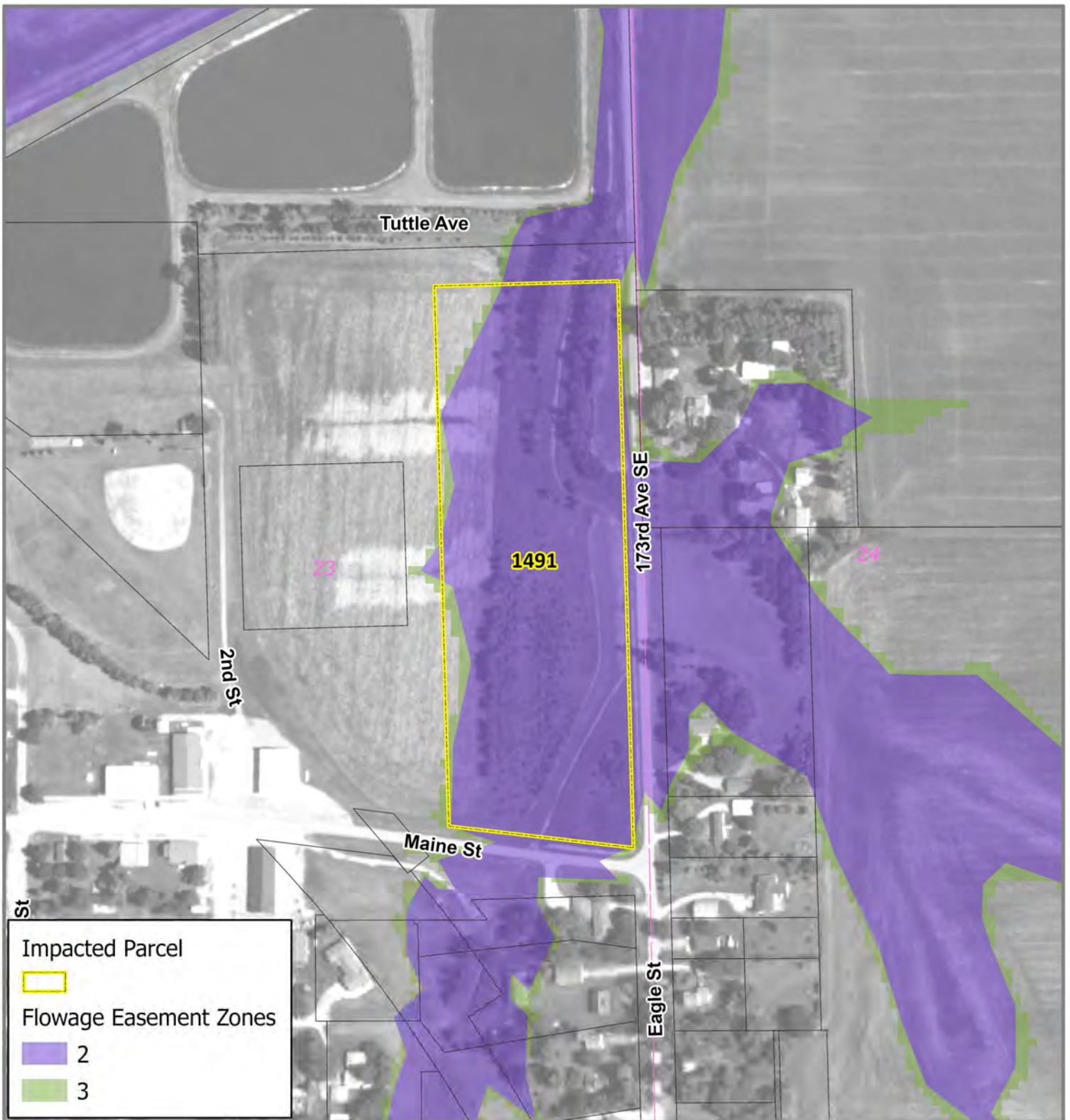
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Intro to Income Approach to Valuation
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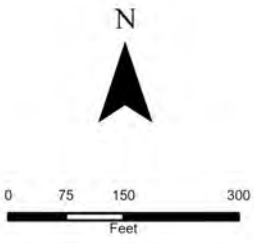


Impacted Parcel

Flowage Easement Zones

- 2
- 3

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OIN: 1491
MICHELE K JOHNSON
 Parcel ID: 49-0001-04997.005
 Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



APPRAISAL REVIEW OF OIN 8691/8693 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	409 Hunt Avenue, Christine, North Dakota 58015		
Property Owner(s):	Alyssa Geller and Travis Geller		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	September 12, 2024	Date of Review:	January 13, 2025
Date of Appraisal Report:	January 13, 2025	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report – Draft 2	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$10,300

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.			
	Date of Inspection & Landowner Accompaniment:	The appraiser inspected the exterior of the subject property on September 12, 2024. Mr. Geller was given an opportunity to accompany the appraiser and was present on the September 12, 2024 inspection.			
	Property & Rights Appraised:	Fee Simple Title in both before and after situations of Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 0.54 acres of the subject property Zone 3 Flowage Easement on 0.18 acres of the subject property Total Flowage Easement = 0.72 acres or 31,360 sf			
	Impacted Improvements:	Propane tank is within the flowage easement.			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – 1) Subject property complies with zoning code, 2) The after value considers the easement to be in place, and 3) Structure Mitigation Matrix used to determine damages to propane tank (relocate) Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 174,100	
		After Situation Value of Subject Property	=	\$ 163,800	
		Diminution in Value to Subject Property (difference)	=	\$ 10,300	
Allocation of Damages:	Compensation Item:		Rounded to		
	Diminution in Land Value due to Flowage Easement: 31,360 sf in flowage easemt X (\$1.85/sf - \$1.57/sf) = \$8,780	=	\$ 8,800		
Cost to Relocate Propane Tank: Engineer's Estimate = \$1,500	=	\$ 1,500			
	Total = \$10,280	=	\$10,300		

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8691/8693 – Geller

PROPERTY APPRAISED	Address/Location:	Alyssa and Travis Gelleer		
	PID or Legal Description:	49-1410-05022.001, 49-0001-04842.000, 49-0001-05004.001		
	Size of Subject Property:	2.16 acres or 94,115 sf		
	Improvements:	House with 2-car detached garage, shed, and quonset		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Somewhat irregular in shape with gentle terrain	
		Frontage:	Hunt Avenue	
		Access:	Hunt Avenue (gravel)	
		Existing Use:	Single family residence	
		Encumbrances:	None known of significance	
	Zoning:	Residential in City of Christine		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer. 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)

Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an "Appraisal Report" or a "Restricted Appraisal Report". (2-2)
✓	The content of the "Appraisal Report" must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements

Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of three tax parcels with building improvements within the City of Christine. The city could not be contacted by the appraiser for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only. One site improvement (propane tank) is within the flowage easement and compensation is made for relocation of the tank.

Before Situation Valuation:

The subject property is valued in the before situation (“as is” value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included the buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the “Sales Discussion” on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$94,115 \text{ sf @ } \$1.85 \text{ per sf} = \$174,113 \text{ rounded to } \$174,100$$

Acquisition:

The acquisition on the subject property consists of a total of 0.72± acres or 31,360± sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

OIN	Zone 2	Zone 3	Total
8691	0.12 acres	0.05 acres	0.17 acres
8693	0.42 acres	0.13 acres	0.55 acres
Total	0.54 acres	0.18 acres	0.72 acres
			Or 31,360 sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\text{\$1.85 per sf} \times 85\% = \text{\$1.5725 rounded to } \text{\$1.57 per sf}$$

Therefore the value of the subject property (land) in the after situation is as follows:

62,755 sf of unencumbered land @ \\$1.85 per sf	=	\\$ 116,097
<u>31,360 sf within flowage easement @ \\$1.57 per sf</u>	=	<u>\\$ 49,235</u>
94,115 sf	Total	= \\$ 165,332 Rounded to \\$ 165,300

Total Land Damages Due to Acquisition –

The total land damages due to the acquisition are simply the difference between the before situation land value and the after situation land value, as follows:

Before Situation Land Value	=	\\$ 174,100
After Situation Land Value	=	<u>\\$ 165,300</u>
Difference	=	\\$ 8,800

Cost to Cure Affected Site Improvements –

The only site improvement affected is a propane tank that is within the flowage easement. The appraiser used the Structure Mitigation Matrix which estimated the cost to anchor in place at \$12,000 and the cost to relocate at \$1,500. Therefore the compensation for the affected propane tank is the cost to relocate at \$1,500.

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation land value and the after situation land value, as follows:

Before Situation Land Value	=	\\$ 174,100
After Situation Land Value	=	<u>\\$ 165,300</u>
Difference	=	\\$ 8,800
Plus Tank Relocation	=	<u>\\$ 1,500</u>
Total	=	\\$ 10,300

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$10,300** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 13, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 13, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation

APPRAISAL REVIEW OF OIN 8705 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	102 Eagle Street, Christine, North Dakota 58015		
Property Owner(s):	Mark & Jane Schwan		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	January 3, 2025	Date of Review:	January 16, 2025
Date of Appraisal Report:	January 15, 2025	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report – Draft 2	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES

\$300

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.			
	Date of Inspection & Landowner Accompaniment:	The appraiser inspected the exterior of the subject property on January 3, 2025. Mr. and Mrs. Schwan accompanied the appraiser on the exterior inspection.			
	Property & Rights Appraised:	Fee Simple Title in both before and after situations of Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 871 sf or 0.02± acres of the subject property			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 61,500	
		After Situation Value of Subject Property	=	\$ 61,200	
		Diminution in Value to Subject Property (difference)	=	\$ 300	
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 871 sf in flowage easemt @ \$1.85/sf X 15% diminution =\$242	=		\$ 300	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8705 – Schwan

PROPERTY APPRAISED	Address/Location:	102 Eagle Street, Christine, ND		
	PID or Legal Description:	49-0001-04991.000, 49-0500-05032.050, and *49-8000-00104.000 * this parcel is the manufactured home and is treated as personal property		
	Size of Subject Property:	33,219 sf		
	Improvements:	House with 3 sheds		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Irregular in shape with gentle terrain	
		Frontage:	Eagle Street on east side	
		Access:	Via gravel Eagle Street	
		Existing Use:	Single family residence	
		Encumbrances:	None known of significance	
	Zoning:	Residential in City of Christine		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer. 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of two tax parcels of land and one tax parcel of the manufactured home, which the county treats as personal property. The subject property is within the City of Christine. The city could not be contacted by the appraiser for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation (“as is” value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Six vacant lot sales in were utilized in this approach. The six sales were located in Colfax, North Dakota and varied in size from 27,069 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$33,500 to \$108,300. All sales included the buyer assuming special assessments (or paying specials purchase). After including special assessments, the sales price of the sales were \$1.28 to \$2.04 per sf. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the “Sales Discussion” on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$33,219 \text{ sf @ } \$1.85 \text{ per sf} = \$61,455 \text{ rounded to } \$61,500$$

Acquisition:

The acquisition on the subject property consists of a total of 871 sf of Zone 2 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

OIN	Zone 2	Zone 3	Total
8705	781 sf	0 sf	781 sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$1.85 \text{ per sf} \times 85\% = \$1.5725 \text{ rounded to } \$1.57 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

32,348 sf of unencumbered land @ \$1.85 per sf	= \$ 59,844
<u>871 sf within flowage easement @ \$1.57 per sf</u>	= <u>\$ 1,367</u>
33,219 sf	Total = \$ 61,211 Rounded to \$ 61,200

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$ 61,500
After Situation Value	= <u>\$ 61,200</u>
Difference	= \$ 300

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$300** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date January 16, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 16, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

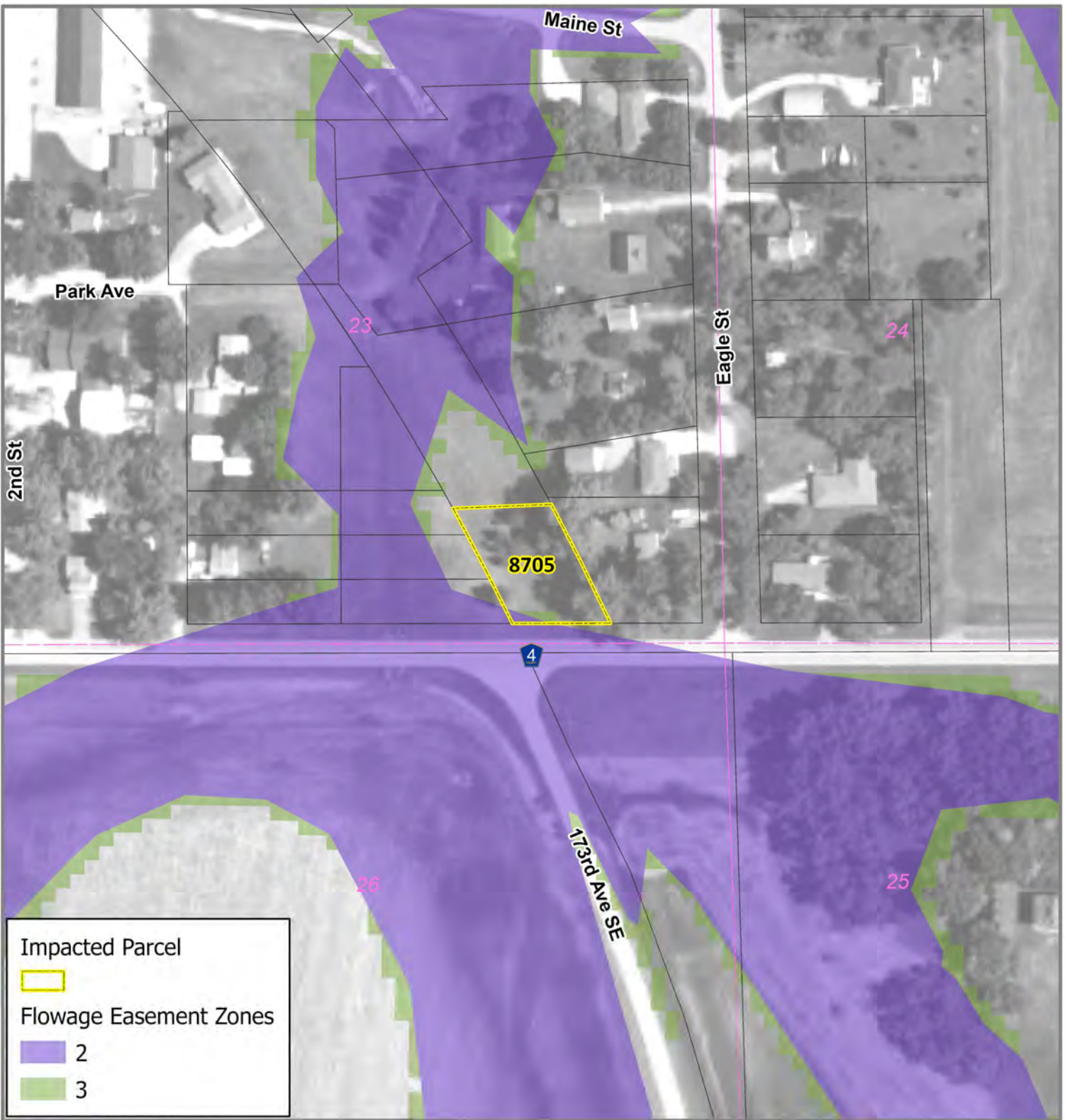
APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

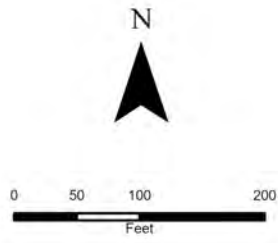
International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 8705
 MARK SCHWAN
 Parcel ID: 49-0500-05032.050
 Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024



APPRAISAL REVIEW OF OIN 8727 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	301 Eagle Street, Christine, North Dakota 58015		
Property Owner(s):	Mark Erickson		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	January 3, 2025	Date of Review:	January 15, 2025
Date of Appraisal Report:	January 15, 2025	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report – Draft 2	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$700

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.			
	Date of Inspection & Landowner Accompaniment:	The appraiser inspected the exterior of the subject property on January 3, 2025. Mr. Erickson accompanied the appraiser on the inspection.			
	Property & Rights Appraised:	Fee Simple Title in both before and after situations of Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 583 sf of the subject property Zone 3 Flowage Easement on 1,724 sf of the subject property Total Flowage Easement on 2,307 sf of the subject property			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 62,900	
		After Situation Value of Subject Property	=	\$ 62,200	
Diminution in Value to Subject Property (difference)		=	\$ 700		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 2,307 sf in flowage easemt @ \$1.85/sf X 15% diminution = \$640	=		\$ 700	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8727 – Erickson

PROPERTY APPRAISED	Address/Location:	301 Eagle Street, Christine, ND		
	PID or Legal Description:	49-1410-05029.300		
	Size of Subject Property:	33,977 sf		
	Improvements:	House with detached garage		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Rectangular in shape with gentle terrain	
		Frontage:	Eagle Street on west side	
		Access:	Via gravel Eagle Street	
		Existing Use:	Single family residence	
Encumbrances:		None known of significance		
Zoning:	Residential in City of Christine			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer.
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of one tax parcel with building improvements within the City of Christine. The city could not be contacted by the appraiser for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation (“as is” value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Six vacant lot sales in were utilized in this approach. The six sales were located in Colfax, North Dakota and varied in size from 27,069 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$33,500 to \$108,300. All sales included the buyer assuming special assessments (or paying specials purchase). After including special assessments, the sales price of the sales were \$1.28 to \$2.04 per sf. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the “Sales Discussion” on page 28.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$33,977 \text{ sf @ } \$1.85 \text{ per sf} = \$62,857 \text{ rounded to } \$62,900$$

Acquisition:

The acquisition on the subject property consists of a total of 2,307 sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

OIN	Zone 2	Zone 3	Total
8727	583 sf	1,724 sf	2,307 sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$1.85 \text{ per sf} \times 85\% = \$1.5725 \text{ rounded to } \$1.57 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

31,670 sf of unencumbered land @ \$1.85 per sf	= \$ 58,590
<u>2,307</u> sf within flowage easement @ \$1.57 per sf	= <u>\$ 3,622</u>
33,977 sf	Total = \$ 62,212 Rounded to \$ 62,200

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$ 62,900
After Situation Value	= <u>\$ 62,200</u>
Difference	= \$ 700

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$700** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date January 15, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 15, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SR/WA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:




- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
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Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

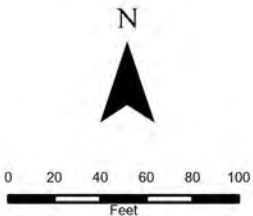
APPRAISAL EDUCATION: (partial list)

<u>Institute of Real Estate Appraisers</u> Appraisal Principles Capitalization Theory/Techniques –1 Capitalization Theory/Techniques –2 Capitalization Theory/Techniques –3	<u>International Right of Way Association</u> Appraisal of Partial Acquisitions Intro to Income Approach to Valuation Easement Valuation (past instructor) Principles of Appraisal (past instructor)
<u>American Society Farm Managers & Rural Appraisers</u> Transitional Use/Scenic Easements Advanced Rural Appraisal	<u>Society of Real Estate Appraisers</u> Residential Property Valuation



Impacted Parcel

Flowage Easement Zones
 2
 3

Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 8727
MARK ERICKSON
Parcel ID: 49-1410-05029.300
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/14/2024



APPRAISAL REVIEW OF OIN 1206 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	No assigned address in Warren Township, Cass County, ND		
Property Owner(s):	Derek J. Swenson		
Appraisal Report		Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brent Pederson, MAI & Jason Messner, MAI, Patchen Messner Valuation Counselors	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	October 17, 2024	Date of Review:	January 14, 2025
Date of Appraisal Report:	January 13, 2025	Date of Field Inspection:	None
Report Format:	Draft 3 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$24,800

APPRAISAL INFORMATION	Draft 3 Appraisal:	This appraisal review report is for a Draft 3 appraisal (acquisition was revised from Draft 2 report). For the Draft 3 appraisal to be approved by the CCJWRD Board, they require that the Draft 3 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 3 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection and Landowner Accompaniment:	Appraisers contacted Mr. Swenson and he accompanied the appraisers on the October 17, 2024 inspection.		
	Property Rights Appraised:	Fee Simple Title of Real Property in both before and after situations		
	Type of Value Appraised:	Market Value of Before and After Situations		
	Were Building(s) Included in Valuation?	Subject property is vacant agricultural land.		
	Highest and Best Use of Property Appraised:	As Vacant: Agricultural with ancillary recreational use (before) As Improved: Not applicable as subject property is vacant land		
	Acquisition:	3.586 acres of Channel Improvement Easement 1.607 acres of Permanent Access Easement 6.338 acres of Temporary Construction Easement for 5 Years		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - before and after values as of effective date of appraisal		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 458,700
		After Situation Value of Subject Property	=	\$ -443,600
		Diminution in Value to Subject Property (difference)	=	\$ 15,100
		Plus Compensation for Temporary Easement	=	\$ 9,700
		Total Damages or Recommended Compensation	=	\$ 24,800
	Allocation of Damages:	Compensation Item:		Amount
Damage Due to Channel Improvement Easement: 3.586 acres @ \$8,600 per acre X 40% of fee value = \$ 12,336		= \$ 12,300		
Damage Due to Permanent Access Easement: 1.607 acres @ \$8,600 per acre X 20% of fee value = \$ 2,764		= \$ 2,800		
Compensation Due to Temporary Construction Easement: 6.338 acres @ \$8,600 per acre X 4% rate of return ÷ 12 mos/yr x 52.99 discount factor at 5% for 5 years = \$ 9,628		= \$ 9,700		
Total		= \$ 24,800		

PROPERTY APPRAISED	Address/Location:	No assigned address but east side of 168 th Avenue SE in Warren Township of Cass County, ND		
	PID or Legal Description:	67-0000-12780-000		
	Size of Subject Property:	53.34 acres total of which 46.30 acres are tillable (86.8%)		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Rectangular and gentle cropland with Sheyenne River in East	
		Frontage:	168 th Avenue SE	
		Access:	Gravel road	
		Existing Use:	Agriculture	
		Encumbrances:	None of significance known	
Zoning:	Agriculture			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer .
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisitions. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains a total of 53.34 acres of land of which 46.30 acres are tillable farmland and 7.04 acres are wooded river frontage.

This draft 3 appraisal was necessary because 1) the permanent access easement acquisition was revised from 1.422 acres to 1.607 acres, and 2) the temporary construction easement was revised from 6.567 acres to 6.338 acres.

Before Situation Valuation:

The appraisal values the subject property using the Sales Comparison Approach only since it is the most accurate approach to valuing vacant agricultural land (as long as there are relevant/pertinent sales). The Income Approach can be utilized in valuing agricultural land, but generally is not as accurate. The Cost Approach is not relevant to the appraisal problem since the subject property is vacant ag land.

Sales Comparison Approach – the appraiser utilizes 5 comparable ag sales that sold from 2019 to 2024 in Cass County of North Dakota. After adjustments for property rights, financing, conditions of sale, other expenditures, market conditions, CPI, percent tillable, location, flood zoning, amenities and shape, the five sales give indicated values as follows:

Similar to Sale 1 at \$8,318 per acre
Similar to Sale 2 at \$8,903 per acre
Similar to Sale 3 at \$7,968 per acre
Inferior to Sale 4 at \$7,120 per acre
Similar to Sale 5 at \$7,355 per acre

The appraisers' conclusion of land value was \$8,600 per total acre for a total before situation value as follows:

53.34 total acres @ \$8,600/acre = \$458,724 Rounded to \$458,700

Acquisitions:

The acquisitions on the subject property consist of the following:

Channel Improvement Easement – This acquisition is 3.586 acres in size and is a permanent easement. It is located on the east side of the subject property along most of the subject's river frontage. 22% of the channel improvement easement is tillable land. It is the appraisers' judgement that the channel improvement easement encumbers the land to such a degree that it has a remaining value of 60% of fee value (diminution of 40% of fee value).

Permanent Access Easement – This acquisition is 1.607 acres in size. It is located along a portion of the north property line and adjacent to and westerly of the channel improvement easement. This easement area is tillable land and the appraiser's judge that the easement area will be available for farming in the after situation. Thus the appraisers' judge that the easement encumbers the land to such a degree that it has a remaining value of 80% of fee value (diminution of 20% of fee value).

Temporary Construction Easement – This easement is 6.338 acres in size and is to last for 5 years from the effective date of the appraisal. This easement is located on tillable land adjacent to and west of the access easement. Compensation for this easement is via a rental basis for 5 years with an annual rate of return of 4% discounted to present value at 5%.

After Situation Valuation:

The appraisal does not utilize an after grid since the appraisers judge that the unencumbered after value has not changed from the before situation. Thus the after situation value is calculated as follows:

48.147 unencumbered acres @ \$8,600 per acre	= \$414,064
3.586 acres in Channel Improvement Easement @ \$8,600/acre X 60% of fee value	= \$ 18,504
<u>1.607 acres in Permanent Access Easement @ \$8,600/acre X 80% of fee value</u>	= <u>\$ 11,056</u>
149.260 acres	Total = \$443,624
	Rounded to = \$443,600

Thus the after situation value of the subject property is as follows:

Before Situation Value	= \$ 458,700
After Situation Value	= <u>\$ -443,600</u>
Damage Due to Permanent Acquisitions	= \$ 15,100

The \$15,100 is the diminution in value due to the two permanent acquisitions. In addition to these permanent acquisitions, compensation is added for the temporary construction easement.

The temporary construction easement is calculated on a rental basis with a size of 6.338 acres, a land value of \$8,600 per acre, and an annual rate of return of 4%. Because the temporary easement is paid up front, and not on a monthly basis, the compensation is discounted at 5% with a present value factor of 52.99. Thus the compensation for the temporary construction easement is as follows:

6.338 acres @ \$8,600 per acre X 4% rate of return ÷ 12 mos/yr = \$181.69 rental per month

\$181.69 per month discounted for up-front payment X 52.99 discount factor = \$9,627.75 **rounded to \$9,700**

The above summary of value conclusions is further allocated per the procedural steps identified in the North Dakota Century Code as follows from page 66 of the appraisal:

Description	Market Value	Value per Acre
Value Before the Acquisition	\$458,700	\$8,600 per Ac
Value of Acquisition (As a Part of the Whole)	\$15,100	\$2,908 per Ac
Remainder Value Before Acquisition	\$443,600	\$8,316 per Ac
Remainder Value After Acquisition	\$443,600	\$8,316 per Ac
Damages to the Remainder	\$0	\$0 per Ac
Special Benefit to the Remainder	\$0	\$0 per Ac
Net Damage to the Remainder	\$0	\$0 per Ac
Value of Part Taken (As Part of the Whole)	\$15,100	\$2,908 per Ac
Total Permanent Damages	\$15,100	
Plus: Temporary Construction Easement	\$9,700	
Total Damages or Recommended Compensation	\$24,800	

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach only since it is considered the most accurate and reliable approach for valuing vacant farmland.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$24,800** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 14, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 14, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

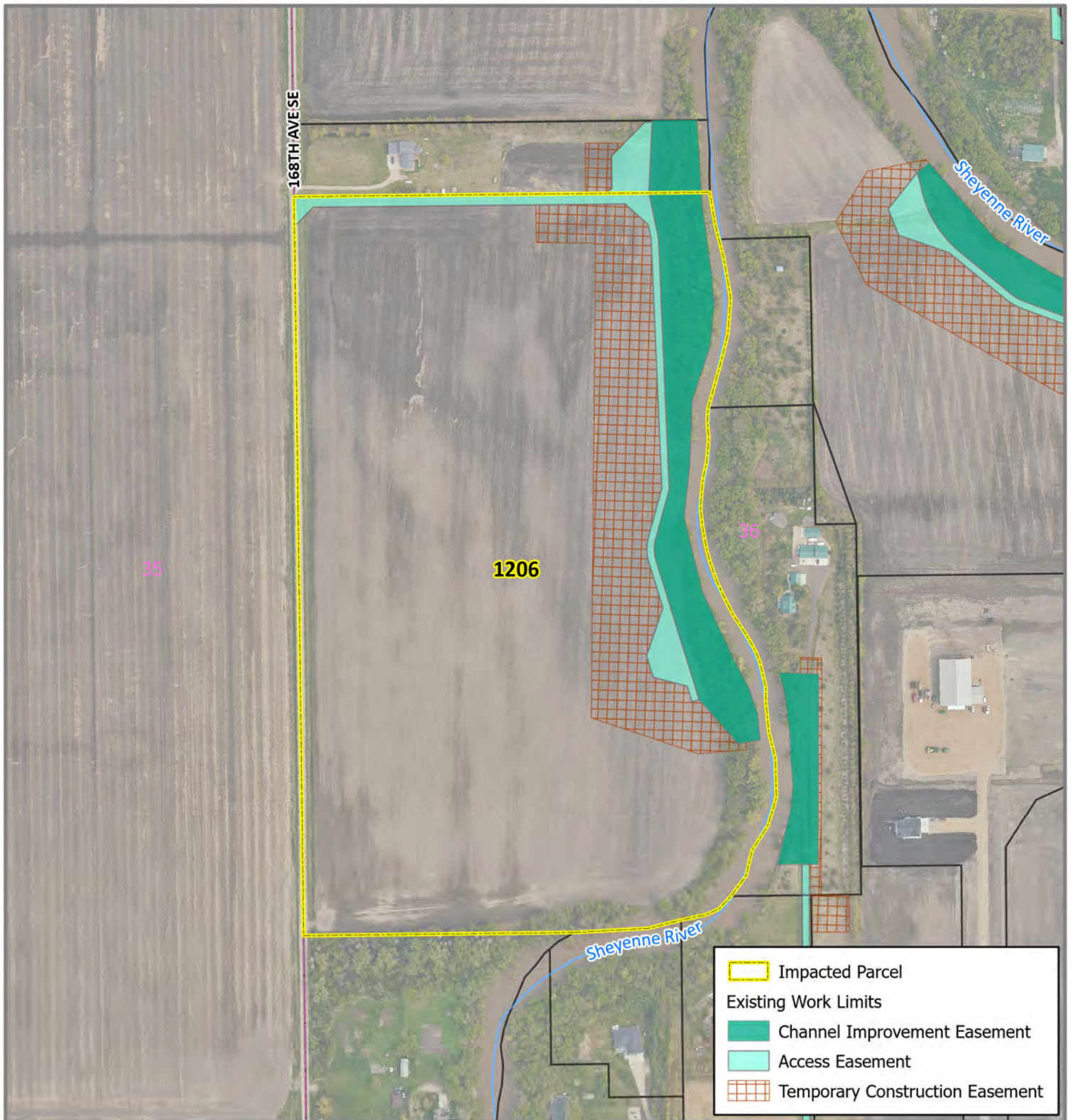
APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

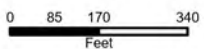
Society of Real Estate Appraisers
Residential Property Valuation



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



**OIN: 1206
DEREK J SWENSON
Parcel ID: 67-0000-12780-000
Cass County, ND**

FM AREA DIVERSION
Map Date: 2/15/2024



APPRAISAL REVIEW OF OIN 7235 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	4748 168 th Avenue SE, Warren Township, Cass County, ND		
Property Owner(s):	Nicole L. Ness-Berglund		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brent Pederson, MAI & Jason Messner, MAI, Patchin Messner Valuation Counselors	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	November 8, 2024	Date of Review:	January 17, 2025
Date of Appraisal Report:	January 17, 2025	Date of Field Inspection:	None
Report Format:	Draft 2 Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES = \$16,600

APPRAISAL INFORMATION	Draft 2 Appraisal:	This appraisal review report is for a Draft 2 appraisal. For the Draft 2 appraisal to be approved by the CCJWRD Board, they require that the Draft 2 appraisal has been reviewed and that an appraisal review report has been completed by the review appraiser. Thus, the appraisal review report for the Draft 2 appraisal is a necessary step to obtain approval by the CCJWRD Board.		
	Date of Inspection & Landowner Accompaniment:	Brent Pederson inspected the subject property on November 8, 2024 and Terry Huffman accompanied him on the inspection.		
	Property Rights Appraised:	Fee Simple Title of Real Property in both before and after situations (land only)		
	Type of Value Appraised:	Market Value of Before and After Situations (land only)		
	Were Building(s) Included in Valuation?	No since acquisition was judged to only affect subject land.		
	Highest and Best Use of Property Appraised:	As Vacant: Rural residential building site As Improved: Rural residential home site		
	Acquisition:	0.587 acres of Channel Improvement Easement 0.368 acres of Permanent Access Easement 0.227 acres of Temporary Construction Easement		
	Impacted Improvements:	None		
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – None Hypothetical Conditions - before and after values as of effective date of appraisal		
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 188,300
		After Situation Value of Subject Property	=	\$ - 174,400
		Diminution in Value to Subject Property (difference)	=	\$ 13,900
		Plus Temporary Construction Easement	=	\$ + 2,700
		Total Damages	=	\$ 16,600
	Allocation of Damages:	Compensation Item:		Rounded
Damage Due to Channel Improvement Easement: 0.587 acres @ \$37,500/acre X 50% diminution = \$11,006.25		=	\$ 11,100	
Damage Due to Permanent Access Easement: 0.368 acres @ \$37,500/acre X 20% diminution = \$2,760.00		=	\$ 2,800	
Damage Due to Temporary Construction Easement: 0.227 acres @ \$37,500/acre X 7% return ÷ 12 X 52.99 = \$2,631		=	\$ 2,700	
Total		=	\$ 16,600	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 7235 – Terry & Reney Huffman

PROPERTY APPRAISED	Address/Location:	4748 168 th Avenue SE in Warren Township of Cass County, ND		
	PID or Legal Description:	67-0100-00010-000		
	Size of Subject Property:	5.02 acres		
	Improvements:	3,368 sf single family home built in 1980		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Rectangular shape, gentle terrain on Sheyenne River	
		Frontage:	168 th Avenue SE (gravel) in west	
		Access:	Via 168 th Avenue SE	
		Existing Use:	Rural residential homesite	
		Encumbrances:	None of significance	
	Zoning:	Suburban Residential 1 (SR-1)		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the Fargo-Moorhead Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that North Dakota Century rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, MLS and County websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer. 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
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✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
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✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property contains 5.02 acres of land which contain a single family house. The appraisers judge that the buildings are not impacted by the acquisition, and therefore only land is valued in this appraisal.

Before Situation Valuation:

The appraisal values the subject property using the Sales Comparison Approach only since it is the most accurate approach to valuing rural residential land (as long as there are relevant/pertinent sales). The Income Approach and the Cost Approach were not considered relevant to the appraisal problem and therefore not utilized.

Sales Comparison Approach – the appraiser utilizes 7 rural residential properties in North Dakota (5) and Minnesota (2) that sold from 2019 to 2023 and that varied in size from 3 acres to 16.59 acres. After adjustments for property rights, financing, conditions of sale, other expenditures, market conditions, site size, location, flood zone, amenities, and shape, the eight sales give indicated values as follows:

Sale 1 indicates a value of \$54,608 per acre and is judged superior to the subject

Sale 2 indicates a value of \$30,956 per acre and is judged similar to the subject

Sale 3 indicates a value of \$35,557 per acre and is judged somewhat inferior to the subject

Sale 4 indicates a value of \$44,312 per acre and is judged similar to the subject

Sale 5 indicates a value of \$27,125 per acre and is judged inferior to the subject

Sale 6 indicates a value of \$37,180 per acre and is judged similar to the subject

Sale 7 indicates a value of \$37,043 per acre and is judged somewhat inferior to the subject

The appraisers' conclusion of land value was \$37,500 per acre for a total before situation value as follows:

5.02 acres @ \$37,500 per acre = \$188,250 **Rounded to \$188,300**

Acquisition:

The acquisitions on the subject property consist of the following:

Channel Improvement Easement – This acquisition is 0.587 acres in size and is located on the easterly portion of the subject property on the Sheyenne River. It contains woods on the riverbank but the trees will be removed as part of the project. The appraisers’ judge that the easement encumbers the land to such a degree that it has a remaining value of 50% of fee value (diminution of 50% of fee value).

Permanent Access Easement – This acquisition is 0.368 acres in size and is situated westerly of the channel improvement easement described above. This easement area is mostly tillable land in the before situation and will be tillable land in the after situation. The appraisers’ judge that the easement encumbers the land to such a degree that it has a remaining value of 80% of fee value (diminution of 20% of fee value).

Temporary Construction Easement – This acquisition is 0.227 acres in size and is located west of the permanent access easement described above. This easement is for 5 years duration. This easement area is tillable land which will be tillable in the after situation. Compensation for this easement is via a rental analysis using a 7% annual rate of return for 5 years discounted at 5% since it is an upfront payment.

After Situation Valuation:

The appraisal does not utilize an after grid since the appraisers judge that the unencumbered after situation unit value has not changed from the before situation (still \$37,500 per acre). Thus the after situation value is calculated as follows:

4.065 unencumbered acres @ \$37,500 per acre	= \$152,438
0.587 acres in Channel Improvement Easement @ \$37,500/acre X 50% diminution	= \$ 11,006
0.368 acres in Permanent Access Easement @ \$37,500/acre X 20% diminution	= <u>\$ 11,040</u>
149.260 acres	Total = \$174,484
	Rounded to = \$174,400

Thus the permanent damage to the subject property is as follows:

Before Situation Value	= \$ 188,300
After Situation Value	= <u>\$-174,400</u>
Damage Due to Permanent Acquisitions	= \$ 13,900

The \$13,900 is the diminution in value to the subject property due to the channel improvement easement and the permanent access easement. The compensation for the temporary construction easement is then calculated and added onto this \$13,900 damage amount.

Temporary Construction Easement - The temporary construction easement is calculated on a rental basis with a size of 0.227 acres, a land value of \$37,500 per acre, and an annual rate of return of 7%. Because the temporary easement is paid up front, and not on a monthly basis, the compensation is discounted at 5% with a present value factor of 52.99. Thus the compensation for the temporary construction easement is as follows:

0.227 acres @ \$37,500 per acre X 7% rate of return ÷ 12 mos/yr X 52.99 factor	= \$2,631
	Rounded = \$2,700

Thus the damage to the subject property is as follows:

Before Situation Value	= \$ 188,300
After Situation Value	= \$- 174,400
Damage Due to Permanent Acquisitions	= \$ 13,900
Plus: Temporary Construction Easement	= \$ + 2,700
Total Damages or Recommended Compensation	= \$ 16,600

The above summary of value conclusions is further allocated per the procedural steps identified in the North Dakota Century Code as follows from page 66 of the appraisal:

Description	Land Value	Value per Acre
Value Before the Acquisition	\$188,300	\$37,500 per Ac
Value of Acquisition (As a Part of the Whole)	\$13,900	\$14,555 per Ac
Remainder Value Before Acquisition	\$174,400	\$34,741 per Ac
Remainder Value After Acquisition	\$174,400	\$34,741 per Ac
Damages to the Remainder	\$0	\$0 per Ac
Special Benefit to the Remainder	\$0	\$0 per Ac
Net Damage to the Remainder	\$0	\$0 per Ac
Value of Part Taken (As Part of the Whole)	\$13,900	\$14,555 per Ac
Total Permanent Damages	\$13,900	
Plus: Temporary Construction Easement	\$2,700	
Total Damages or Recommended Compensation	\$16,600	

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach only since it is considered the most accurate and reliable approach for valuing rural residential land.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$16,600** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: January 17, 2025



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on the County GIS website and/or Google Maps. The reviewer assumes that the sales utilized are actually as described in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License No. 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

January 17, 2025

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

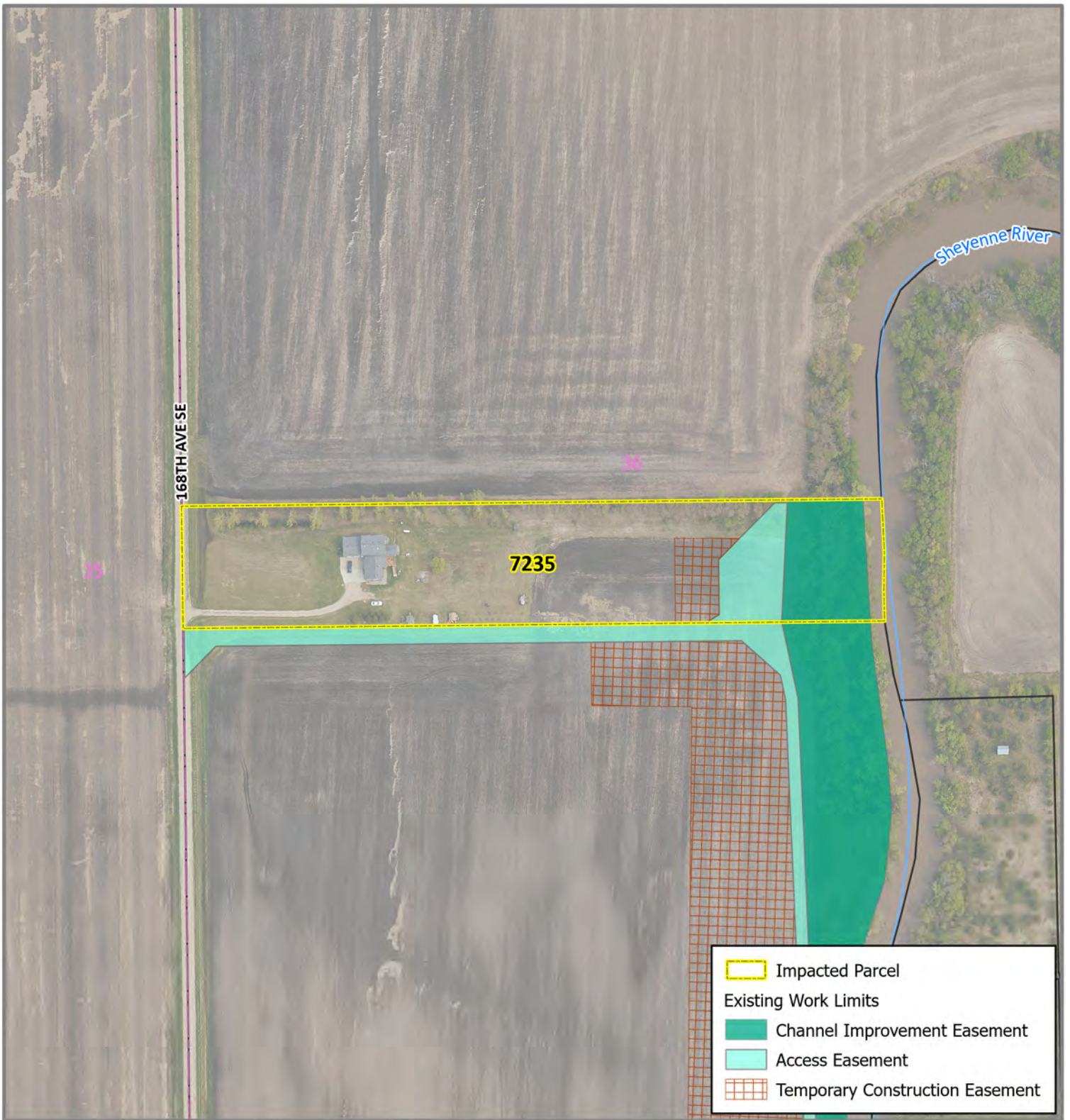
APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

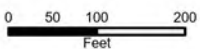
Society of Real Estate Appraisers
Residential Property Valuation



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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 7235
TERRY & RENEY HUFFMAN
Parcel ID: 67-0100-00010-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 2/15/2024



Cass County Joint Water Resource District



DATE: 01/23/2025

Agenda Item number: d.1

Subject: OIN 1195X and 1196X Field Access

Recommendation/Actions Needed:

Recommend the approval of the OIN 1195X/1196X Field Access Agreement

Background/Key Points:

A bid for a field access for OIN 1195X & 1196X came in at (\$6,200). AE2S has used Glacier for other projects not related to the FMAD and we have found them to provide good workmanship on a timely basis at a fair price

OT has provided OIN 1195X Thorson Field Access Construction Agreement

Attachments:

- Amended Access Agreement

AMENDMENT TO FARMING ACCESS AGREEMENT

THIS AMENDMENT to that certain Farming Access Agreement (“Amendment”) is made this 19th day of December, 2024, by Mark Thorson, whose post office address is P.O. Box 458, Fergus Falls, Minnesota 56537-0458 (“Grantee”); and the Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (the “District”).

RECITALS

A. Grantee and the District entered into that certain Farming Access Agreement dated on or about October 24, 2024, a copy of which is attached as Exhibit 1 (the “Agreement”), to install a new field access approach and culvert (the “Approach Project”) on the portion of the Grantee’s property identified as OIN 1195X. The District’s previous acquisition of the property identified as OIN 1195N, located to the east, and adjoining with, Grantee’s property, impacted the access approach previously utilized by Grantee. The Approach Project is intended to provide Grantee with additional access to the tillable acres on OIN 1195X from the road commonly known as 168th Avenue SE.

B. Under the Agreement the District agreed to reimburse Grantee for Grantee’s actual verified cost of the Approach Project, based on true and accurate copies of all receipts and invoices for the Approach Project in an amount not to exceed \$6,200.00. Grantee further agreed to complete the Approach Project and submit all such receipts and invoices no later than December 31, 2024.

C. The parties entered into an escrow agreement wherein the Title Company of Fargo, North Dakota agreed to act as escrow agent and the District agreed to deposit the sum of \$6,200.00 until satisfactory completion of the Approach Project, at which time the funds are to be disbursed to Grantee’s contractor, Glacier Enterprises, LLC.

D. The Grantee and the District desire to amend and modify certain provisions of the Agreement, primarily to extend the time for completion of the Approach Project, as more particularly described and set forth herein.

In consideration of \$1.00, the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree the Recitals set forth above are true and correct in all material respects, and further agree as follows:

AGREEMENT

All defined terms used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

The parties agree to amend certain provisions of the Agreement, specifically revising Section 2, and replacing it with the following:

2. **Compensation.** Within 30 days of verification of Grantee's satisfactory completion of the Approach Project as certified by the District's agent, in such agent's sole discretion, the District agrees to reimburse Grantee for Grantee's actual verified cost of the Approach Project, based on true and accurate copies of all receipts and invoices for the Approach Project in an amount not to exceed \$6,200.00. Grantee agrees to complete the Approach Project and submit all such receipts and invoices no later than May 31, 2025, or prior to spring 2025 planting season, whichever occurs sooner.

The parties agree to execute such further agreements, assignments, addendum, or other instruments deemed reasonable and necessary by the District in order to effectuate the purposes of this Amendment.

The parties agree that the remaining provisions of the Agreement are in all things reaffirmed as stated therein.

**Cass County Joint Water Resource District
Channel Phase I
Amendment to Farming Access Agreement
OIN 1195X – Parcel No. 67-0000-12714-030**

Page 3

GRANTEE



Mark Thorson

(Additional signature page follows).

***Cass County Joint Water Resource District
Channel Phase I
Amendment to Farming Access Agreement
OIN 1195X – Parcel No. 67-0000-12714-030***

Page 4

CASS COUNTY JOINT
WATER RESOURCE DISTRICT

By: _____
Ken Lougheed, Chair

ATTEST:

Melissa Hinkemeyer, Secretary

FM Area Diversion Project

Property Negotiation Summary

January 23, 2025

OIN	8773
Owner	Stephen and Maryann Olthoff
Mailing Address	PO Box 72, Wolverton, ND
Property Location	Christine
Property Type	Tillable
Land Agent	Reed Scherbel
Landowner Representative	N/A
Formal Process	N/A

Property Need

The parcel is located in Christine and is associated with the City of Christine Levee Project. The Diversion Authority is required to obtain a flowage easement on a portion of the parcel for the Project.

Valuation and Negotiation Summary:

Appraisal Value / Date	\$3,735.00 – 10/10/24 – Crown Appraisals 3.42 Tillable acres Flowage Easement Zone 2 &3
Landowners Counteroffer	\$5,000.00 - Appraised value: \$ 3,735.00, Low value incentive: \$1,000.00 Total: \$4,735.00 Rounded to \$5,000

Negotiation Notes

- SRF Land agent, Reed Scherbel, has been in contact with the landowner regarding the offer to purchase multiple times.
- The landowners are willing to sign the Flowage Easement for the \$5,000.00 compensation.

Follow-up Actions

1. SRF recommends the \$5,000.00 counteroffer and if approved, SRF will have the purchase agreement prepared.

Cass County Joint Water Resource District



DATE: 01/23/2024

Agenda Item number: d.3

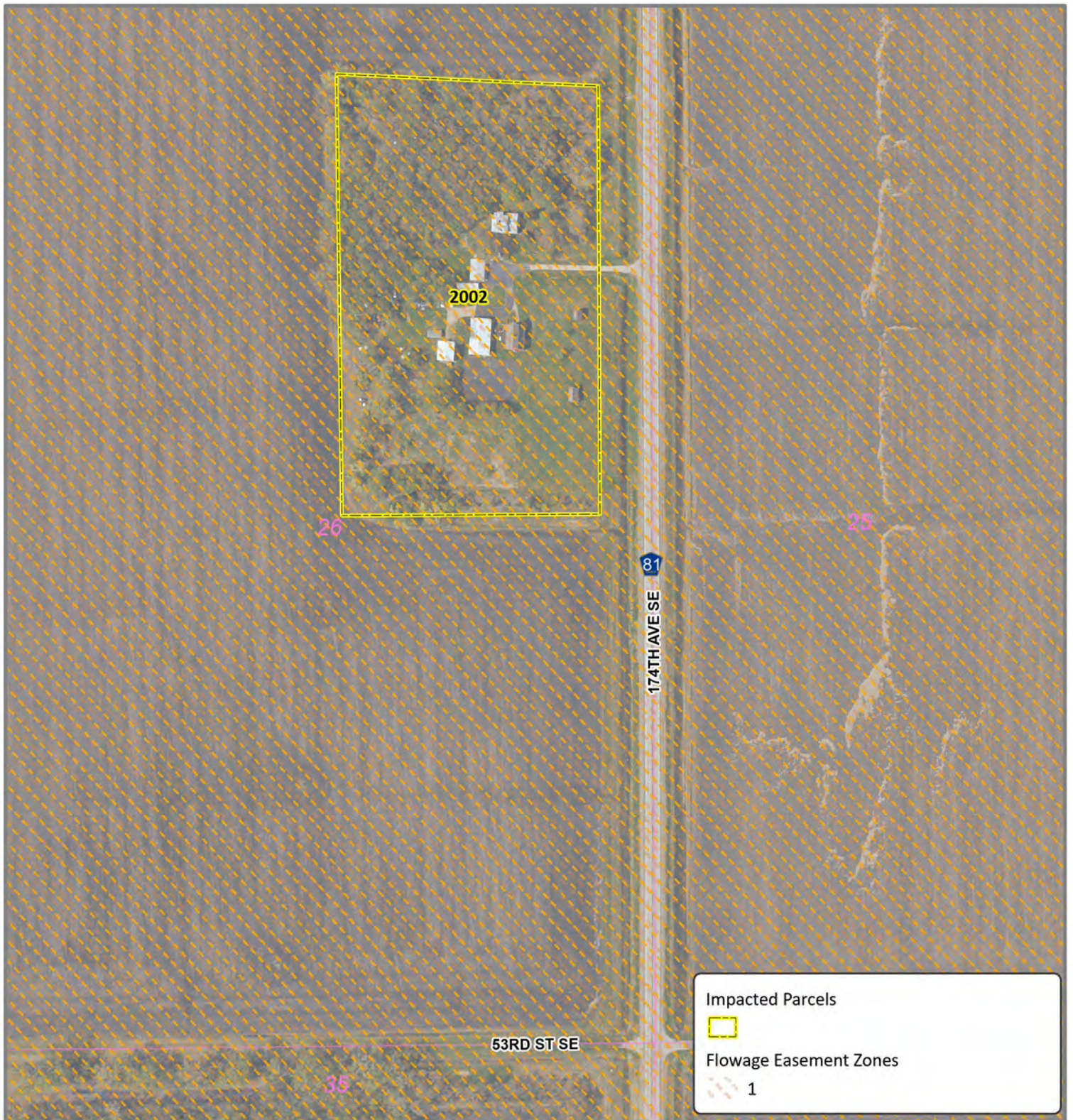
Subject: OIN 1891 Mathison Negotiation Summary

Recommendation/Actions Needed: Recommend the board approve modification of the previously approved settlement with Mathison to provide for a vacate date of no later than August 1, 2025.

Background/Key Points:

The CCJWRD approved the below motion on November 14, 2024:

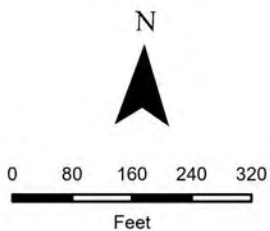
- The Mathisons will convey to the Cass County Joint Water Resource District (the “District”) flowage easements interests over OIN 1891, consisting of approximately 17.45 acres, as defined by survey.
- The District will pay the Mathisons a total of \$755,000 upon closing of the real estate transaction contemplated under the parties’ settlement agreement for OIN 1891, as outlined above, inclusive of the RHDP.
- The District will have the right to enter upon OIN 1891 upon execution of the parties’ settlement agreement and before closing for purposes of conducting cultural surveys.
- The District will reimburse the Mathisons for reasonable and eligible relocation costs and expenses in accordance with the Uniform Relocation Act, which may include residential moving and closing costs.
- Following the closing of the of the real estate transaction contemplated under the parties’ settlement agreement, the parties will execute and file a stipulation to dismiss the eminent domain action, Cass County Joint Cass County Joint Water Resource District v. Rodney Mathison and Cherie Mathison, et al, Civ. No. 09-2024-CV-02120.
- The District will reimburse the Mathisons’ reasonable attorneys’ fees and costs, not to exceed \$40,000.



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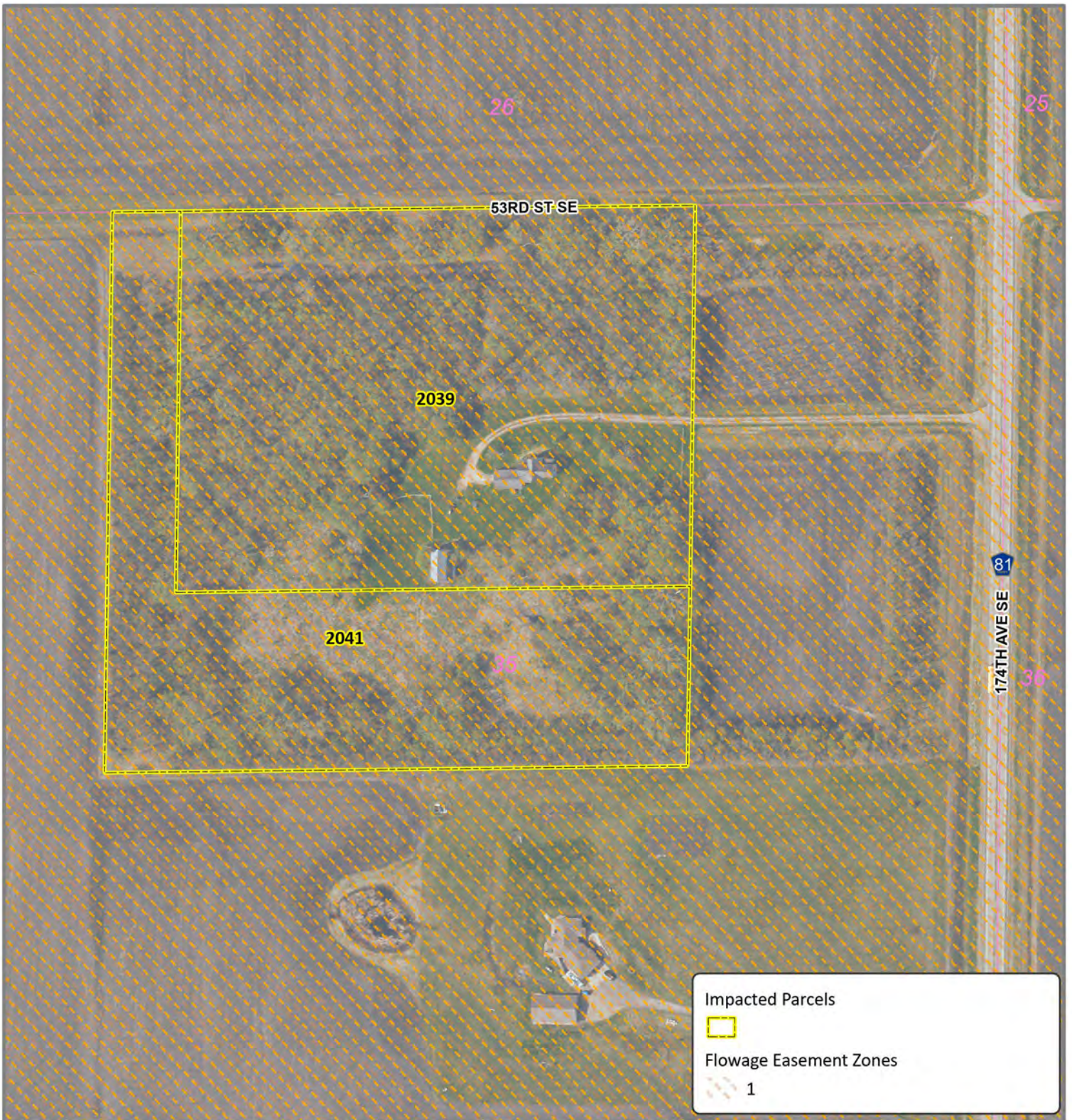
Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



OIN: 2002
Owner: Gary and Patricia Redlin
Parcel ID: 57-0000-10369-010
Cass County, ND



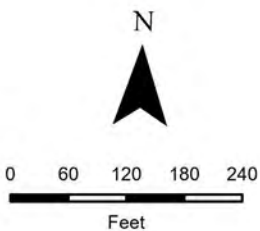
FM AREA DIVERSION
 Map Date: 1/10/2025



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OINs: 2039, 2041
Owner: Nancy Johnson
Parcel IDs: 57-0000-10417-010,
57-0000-10417-050
Cass County, ND



FM AREA DIVERSION
 Map Date: 1/10/2025

Cass County Joint Water Resource District



Date: 1/23/2025

Agenda Item number: e.1

Subject: OIN 2016 Nipstad RHDP Payment

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 2016 in the amount of \$102,578.98

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 2016	Nipstad Farms Inc.	UMA	RHDP	\$102,578.98
*Invoice Receipts will be available upon request				Total Claim	\$102,578.98

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



December 12, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: REQUEST FOR ADVANCE REPLACEMENT HOUSING DIFFERENTIAL PAYMENT
NIPSTAD FARMS, INC.
5281 172nd Avenue Southeast, Horace, ND, 58047
OIN: 2016

Dear Mr. Lougheed:

This letter represents a request from the above-named owner in the above-referenced project site for an "advance" relocation payment in the amount of \$102,578.98 for replacement housing differential payment based on the RHDP spreadsheet and associated invoices. The total RDHP to which they are entitled is \$180,250.00. This advance will be deducted from the total when final claims are prepared.

Nipstad Farms is requesting this replacement housing advance to complete the purchase and build of their replacement property. They will be using this advance for the purchase of the replacement property's land, permits, sand and clay, footings, stubbing sewer and water, windows, doors, trusses, wood framing materials, shingles, flashing, concrete, framing, pvc piping, back splash and miscellaneous other construction related expenses.

Section 24.207(c) of the applicable relocation regulations states: "If a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, the Agency shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished."

Nipstad Farms, Inc. is eligible for certain relocation payments for relocation from the project site. They have requested an "advance" payment so that they will have sufficient monies to build a replacement property.

Please make payments as follows:

NIPSTAD FARMS, INC. \$102,578.98

We believe this request for this advance payment is reasonable and necessary and recommend that the Cass County Joint Water Resource District make payment as requested.

As stated above, this "advance" payment will be deducted from Nipstad Farms, Inc.'s full relocation entitlement when the relocation claims are filed.

If you should have any questions, please do not hesitate to call.

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Ken Helvey', with a stylized flourish at the end.


Ken Helvey
Project Director

PRICE DIFFERENTIAL CLAIM (Replacement Housing)

Advance Claim Partial Claim Final

Claim

FOR OFFICIAL USE ONLY	
Name (Payee)	<u>Nipstad Farms, Inc.</u>
OIN	<u>2016</u> County <u>Cass</u>
Prop. Owner	<u>Nipstad Farms, Inc</u>
Prop. Address	<u>5281 172nd Avenue Southeast</u>
City/State/Zip	<u>Horace, ND, 58047</u>
Type of Acq.	<input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED

FOR OFFICIAL USE ONLY	
Approved Amount	<u>\$102,578.98</u>
Amount Due	<u>\$102,578.98</u>
Approved by	 _____ Relocation Manager
Date Application Approved	<u>12/12/2024</u>
ACH Payment:	
Nipstad Farms, Inc.	

REPLACEMENT HOME	
Address	<u>607 Norman Drive</u>
City/State/Zip	<u>Kindred, ND 58051</u>

FOR OFFICIAL USE ONLY	
VENDOR NUMBER	_____

- Price Differential Payment will be used to purchase a decent, safe and sanitary (D.S.& S.) home.
- Price Differential Payment will be used to upgrade the above home to meet D.S.& S. requirements.

I certify, that the owner-occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.

Date 12/12/24

Signed 

Relocation Advisor

I certify that I have been an owner-occupant of the above parcel for at least 180 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing as described on the reverse side of this application.

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date _____

Name (print) Nipstad Farms, Inc.

Signature _____

Telephone _____

Standards for Decent, Safe and Sanitary Housing

The term “decent, safe, and sanitary dwelling” means a dwelling which meets applicable housing and occupancy codes. However, any of the following standards which are not met by an applicable code shall apply unless waived for good cause by the Federal agency funding the project. The dwelling shall:

- (1) Be structurally sound, weathertight, and in good repair.
- (2) Contain a safe electrical wiring system adequate for lighting and other devices.
- (3) Contain a heating system capable of sustaining a healthful treatment (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.
- (4) Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling there shall be a kitchen area that contains a fully usable sink properly connected to a potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.
- (5) Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
- (6) For a displaced person who is handicapped, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

OIN 2016 Nipstad Farms Expenses

Item	Cost	Invoice Numbers
Kindred Permit	\$ 3,731.25	
Glacier	\$ 22,676.25	
Glacier	\$ 5,000.00	
HDS	\$ 45,009.68	4721 4722 4723 4805
HDS	\$ 18,390.10	4957
HDS	\$ 14,308.33	5188 5201 5234 5271 5272 5283 5287 5327 5336
TNT	\$ 76,971.30	
Bolgrean	\$ 21,200.00	
Gladman Sachs	\$ 227.04	
Menards	\$ 63.63	
Office Depot	\$ 42.47	
Lowe's	\$ 208.93	
	\$ 207,828.98	Construction total
Lot Cost	\$ 99,500.00	
	\$ 307,328.98	Grand total
Acquisition Price	\$ 204,750.00	
Comparable	\$ 385,000.00	
Max RHDP	\$ 180,250.00	
Actual cost new to date	\$ 307,328.98	
Lesser of Actual Cost v Comparable	\$ 307,328.98	To date
Acquisition price	\$ 204,750.00	
First portion of RHDP	\$ 102,578.98	Amount Due
REMAINING BALANCE TO SPEND	\$ 77,671.02	

Cass County Joint Water Resource District



Date: 1/23/2025

Agenda Item number: e.2

Subject: OIN 8386 (OIN 822Y1) Westby Reimbursement Requests

Recommended Action/Motion:

Approve the Reimbursement Requests for OIN 8386 in the amount of \$48,724.78.

Background/Key Points:

Please find below a summary of the reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 8386	Kent Westby	UMA	URA Relocation Reimbursement	\$1,730.00
2.	OIN 8386	Kent Westby	UMA	RHDP Reimbursement	\$46,994.78
*Invoice Receipts will be available upon request				Total Claim	\$48,724.78

We recommend that the Cass County Joint Water Resources District approve the reimbursements as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting Documentation

7-Jan-25

OIN 8386 (OIN 822Y1)- Kent & Bernice Westby Residential Payment Request

ECD Review Comments/Notes

Vendor	Description	Amount	Comment
Thoreson Plumbing, Inc.	Plumbing for stools, sinks, drains, etc.	\$12,860.00	Invoice #16574 Check #3160
Quality Heating & Air	Basement ducting, gargage heater install and remaining duct work	\$6,471.00	Invoice #6542 Check #3161
J&L Construction	Framing, materials and finish work	\$8,805.19	Invoice #348928 Check #3154
J&L Construction	Sheetrock	\$1,829.37	Invocie #354975 Check #3165
Thoreson Plumbing, Inc.	Basement bathroom waste/vents/plumbing finish work	\$1,288.50	Invoice #16583 Check #3164
Excel Property Preservation, LLC	Kitchen, laundry & bathroom cabinet install	\$2,073.46	Invoice #116 Check #3162
Excel Property Preservation, LLC	Mother-in-law suite kitchen cabinet install	\$1,181.80	Invoice #115 Check #3163
Fevig Oil & Propane	Tank set & propane line routing and install inside home	\$461.59	Invoice #9974 Check #3152 (less cost of propane fill \$318.00)
Lowe's	Dishwasher for mother-in-law suite	\$433.43	Discover # 0677
Menards	Lighting for home	\$469.99	Discover # 0677
Menards	Trim for main floor	\$1,120.75	Mastercard #4810
Menards	Bathroom shower, gargage drive & door kit, misc hardware	\$1,295.98	Discover #0677
Menards	Trim for basement, tile mortar, sink base	\$833.36	Mastercard #4810
Menards	Interior doors, jam & hardware	\$469.47	Mastercard #4810
Menards	Framing lumber for basement bedrooms	\$259.11	Visa #8540
Menards	Sealant & misc bathroom hardware	\$91.78	Mastercard #4810
Moore Engineering, Inc.	Floodproofing	\$50.00	Invoice #24161 Check #3159
Xtreme Electric, Inc.	Rough in electric service for residence	\$7,000.00	Check #7830
TOTAL		\$46,994.78	

Summary

\$46,994.78 Total Amount Spent this application
 \$186,191.41 Total Amount Spent to date

 \$215,396.00 Contributory Value
 \$280,641.00 RHDP
 \$94,449.59 Remaining RHDP funds after Request 4
 \$139,196.63 Previously Granted Payments
 \$46,994.78 **Amount Due - Reimbursement Request #4**

\$46,994.78 Make payable to Kent Westby

Cass County Joint Water Resource District



Date: 1/23/2025

Agenda Item number: e.3

Subject: OIN 9993 9994 Vega Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 9993 9994 in the amount of \$50,000

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 9993 9994	Jesus & Guadalupe Vega	UMA	RESIDENTIAL RENTAL/DOWNPAYMENT ASSISTANCE	\$50,000.00
*Invoice Receipts will be available upon request				Total Claim	\$50,000.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation

January 23, 2025

SRF No. 13783.0029C

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: RESIDENTIAL RENTAL/DOWNPAYMENT ASSISTANCE
JESUS AND GUADALUPE VEGA
4905 COUNTRY RD 81 S, HORACE, ND 58047
PARCEL # OIN 9994

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the rental/downpayment assistance benefits for the above-referenced owner occupants. We have reviewed the documentation submitted by the claimants and have made recommendations for payment according to applicable relocation regulations.

Please make check payment as follows:

Jesus and Guadalupe Vega & 5P Mobile Home Services \$50,000.00

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,

SRF CONSULTING GROUP, INC.



Katie Laidley
Real Estate Specialist III

Enclosures

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) CLAIM FOR RENTAL/DOWNPAYMENT ASSISTANCE
- 3) NARRATIVE ON RENTAL/DOWNPAYMENT ASSISTANCE, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 4) CERTIFICATION OF CLAIM

SUMMARY

OIN: 9994

Occupant (Claimant) Names: Jesus and Guadalupe Vega

Project Site Address: 4905 County Rd 81 South, Horace, ND 58047

Occupancy Description: 90 Day Tenant

Type of Benefits This Claim: Downpayment assistance payment

Claim Summary:

Downpayment assistance payment	\$85,000.00
Total Amount of This Claim:	\$85,000.00
Amount Previously Paid:	\$35,000.00
Total Due at This Time:	<u>\$50,000.00</u>

Please make payments in the following manner:

Check payment to Jesus and Guadalupe Vega/ 5P Mobile Home Services \$50,000.00

RENT SUPPLEMENT OR DOWN PAYMENT CLAIM

Tenant Owner

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) Jesus and Guadalupe Vega/ 5P Mobile

Home Services

OIN. #9994 County Cass

Prop. Owner Bob Mitchell

Prop. Address 4905 County Rd 81 South

City/State/Zip Horace, ND 58047


Type of Acq. Direct Purchase ED

FOR OFFICIAL USE ONLY

Approved Amount \$85,000.00

Amount Previously Paid \$35,000.00

Amount Due \$50,000.00

Approved by 

Relocation Manager

Date Application Approved 1/23/2026

Check Payment:

Name Jesus and Guadalupe Vega/ 5P Mobile Home Services

Address PO Box 226

City/State/Zip Knippa, TX 78870

REPLACEMENT HOME

Address 335 Duncan St Lot #154

City Carrizo Springs State TX Zip 78834

FOR OFFICIAL USE ONLY


VENDOR NUMBER

Supplemental payment will be used to rent decent, safe and sanitary housing.

Supplemental payment will be used as a down payment for decent, safe and sanitary housing.

I certify, that this site occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.

Date 1/23/2025

Signed 

Relocation Advisor

I certify that I have been an occupant of the above parcel for at least 90 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing.

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

Cass County Joint Water Resource District

Date _____

Name (print) Jesus and Guadalupe Vega

Signature _____

Signature _____

Telephone _____

RENT SUPPLEMENT

A. Base Monthly Rental of Subject dwelling including Utilities (if owner - economic rent) *30% GMI	\$ <u>500.00</u> X 42=\$ <u>21,00.00</u>
B. Base Monthly Rental of Prime Comparable	\$ <u>2,800.00</u> X 42=\$ <u>117,600.00</u>
C. Base Monthly Rental of Replacement Dwelling (\$1,100 + 163.48 utilities) (property actually rented)	\$ _____ X 42=\$ _____
TOTAL RENT SUPPLEMENT PAYMENT (Subtract "A" from lesser of "B" or "C")	\$ <u>96,600.00</u>

(Note: Special limits are used for owner/occupant rental determinations and down payment assistance) See CFR Part 24.

DOWN PAYMENT COMPUTATION

Purchase Price of Replacement Home	\$ <u>122,500.00</u>
A. Maximum allowed under Rent Supplement Determination	\$ <u>96,600.00</u>
B. Ordinary amount necessary to obtain conventional loan financing for replacement dwelling	\$ _____
C. DOWN PAYMENT (Lessor "A" or "B")	\$ <u>96,600.00</u>

Computed by: Katie Laidley Date: 1/23/2025

Replacement Housing Payment for Tenants and Certain
Others in the Form of Rental Assistance

Claimant Name: Jesus and Guadalupe Vega

Project Site Address: 4905 County Rd 81 South, Horace, ND 58047

The Rental Assistance Payment is made available to tenants or homeowners who wish to rent their replacement dwelling. The benefit is a forty-two month housing subsidy. The computation consists of first determining the "base monthly rental" of the site property. This is the actual rental rate plus utilities of the acquired unit or 30% of the household's gross monthly income, whichever is less. An "economic" rent is used in place of actual rent when either a homeowner is choosing to move to a rental property instead of purchasing a replacement unit, or a tenant has been able to either live rent free or at a lower than market rent. The 30% gross monthly income sum is verified by the claimants, per documentation of income, if the claimants choose to apply such consideration.

The upper limit of the monthly payment is determined by using either the rental price of a comparable unit or the actual cost of the replacement, again whichever is less.

A study of similar housing available in the area was undertaken to establish the "comparable unit" rental cost for the payment calculation. The Uniform Relocation and Real Properties Act of 1970 states that, if there are no units available that are functionally equivalent to the site, "better" housing must then be utilized, never "lesser" properties. A few such dwellings were selected for this purpose, and one of these was designated as being most comparable to the site property. The Notice of Relocation Eligibility found at Exhibit 2 in this Claim Booklet lists the housing referrals and comparable dwelling identified for this claimant.

The difference, then, between the base monthly rental for the acquired unit and the lower of the comparable or actual replacement dwelling unit, as explained above, is paid for 42 months. The statutory maximum rental assistance payment is \$7,200.00. Any amount over the statutory maximum benefit automatically triggers the Last Resort Housing Provisions of the Uniform Relocation Act. Last Resort Housing Provisions require that a Displacing Agency assure that comparable replacement housing is available to the displacee (claimant) within his/her "ability to pay." The most common approach to assuring that this requirement is met is by compensating the displacee for the actual total rental cost difference which exceed \$7,200.00.

REPLACEMENT HOUSING PAYMENT FOR TENANTS

Claimant Name: Jesus and Guadalupe Vega

Computation:

1) Rental Price of Comparable (\$2,800 includes estimated utilities)	\$ 2,800.00
2) Actual Housing Costs of Replacement	\$122,500.00
3) Lesser of #1 or #2 above	\$ 2,800.00
4) Base Monthly Rental (\$500.00 includes utilities)	\$ 500.00
5) 30% of Gross Monthly Income	\$ N/A
6) Lesser of #4 or #5 above	\$ 500.00
7) Difference Between #3 and #6	\$ 2,300.00
8) Multiplied by 42 Months (TOTAL RENTAL SUPPLEMENT BENEFIT)	\$ 96,600.00

Given the above, SRF Consulting Group, Inc. recommends that Jesus and Guadalupe Vega receive a portion of the remaining downpayment assistance in the amount of \$50,000.00. Vega's have previously received \$35,000 for the purchase of the land. This was requested and paid in the previous claim They are now requesting an additional \$50,000.00 towards the purchase of the mobile home. The remaining amount (\$11,600.00) may be submitted for at a later date.

SRF Consulting Group, Inc. recommends that Jesus and Guadalupe Vega receive downpayment assistance in the amount of \$50,000.00 to purchase a new mobile home that will be delivered and hooked up 5P Mobile Home Services.

Maximum Rental Assistance Payment:	\$ 7,200.00
Last Resort Housing Portion:	\$ 89,400.00
Total Amount:	\$ 96,600.00

Documentation attached:

5P Mobile Home Services Invoice

CERTIFICATION OF CLAIM

I, the undersigned, do hereby certify the following:

1. That I have personally met with the project occupants(s) and have inspected the residential claim presented herein;
2. That to the best of my knowledge and belief the statements contained in this report and upon which the opinions herein are based, are true and correct;
3. That this claim has been made in conformity with and is subject to the requirements of the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970 as amended and the regulations of the Department of Transportation;
4. That neither myself, the company, nor the employees have a present interest or a contemplated interest in the residence involved or relationship with the occupants therein; and
5. That neither the employment to make the claim nor the compensation for it are contingent upon the amount of eligible relocation compensation estimated herein.
6. That all displacee data was considered and analyzed for completeness and correctness, and that all contacts with displacee have been documented.



Katie Laidley
SRF Consulting Group, Inc.

Date 1/23/25

Cass County Joint Water Resource District



Date: 1/23/2025

Agenda Item number: e.4

Subject: OIN 840 Fredrickson Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 840 in the amount of \$6,166.14

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 840	Flo Fredrickson	UMA	Move Claim	\$6,166.14
*Invoice Receipts will be available upon request				Total Claim	\$6,166.14

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



January 23, 2025

SRF No. 13820.0029

CASS COUNTY JOINT WATER RESOURCE DISTRICT
ATTN: KEN LOUGHEED, CHAIRMAN
1201 MAIN AVENUE WEST
WEST FARGO, NORTH DAKOTA 58078-1301

SUBJECT: RESIDENTIAL FIXED AND ACTUAL MOVE CLAIM
FLORINE FREDRICKSON
17272 49 ST SE, HORACE, ND 58047
PARCEL # OIN 840

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the fixed and actual move cost benefits for the above-referenced occupant. We have reviewed the documentation submitted by the claimant and have made recommendations for payment according to applicable relocation regulations.

Please make payment as follows:

ACH payment to FLORINE FREDRICKSON \$ 6,166.14

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,
SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Katie Laidley", is written over a light blue horizontal line.

Katie Laidley
Real Estate Specialist III

Enclosures

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) CLAIM FORM FOR MOVING COSTS
- 3) NARRATIVE ON FIXED MOVE EXPENSES AND RELATED DOCUMENTATION
- 4) NARRATIVE ON ACTUAL MOVE EXPENSES AND RELATED DOCUMENTATION
- 5) RELEASE OF PROPERTY
- 6) RECEIPT FOR RELOCATION HANDBOOK
- 7) CERTIFICATION OF CLAIM

SUMMARY

OIN: 840
Occupant (Claimant) Names: Florine Fredrickson
Project Site Address: 17272 49th Street SE, Horace, ND 58047
Occupancy Description: 90 Day Tenant
Type of Benefits This Claim: Fixed and Actual Move Payment

Claim Summary:

Actual Move Payment	\$ 5,796.14
Fixed Move Payment	\$ 3,950.00
Rental Assistance Payment	\$65,100.00
Total Amount of This Claim:	\$74,846.14
Amount Previously Paid:	\$68,680.00
Total Due at This Time:	<u>\$ 6,166.14</u>

Please make payments in the following manner:

ACH payment to FLORINE FREDRICKSON \$ 6,166.14

RESIDENTIAL MOVING COSTS CLAIM

****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

Advance Claim
 Partial Claim
 Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee) <u>Florine Fredrickson</u>	
OIN. # <u>840</u> County <u>Cass</u>	
Prop. Owner <u>Orten and Sandra Brodshaug</u>	
Prop. Address <u>17272 49th Street South</u>	
City/State/Zip <u>Horace, ND 58047</u>	
Type of Acq. <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED	

FOR OFFICIAL USE ONLY	
Approved Amount	<u>\$ 9,746.14</u>
Amount Previously Paid	<u>\$ 3,580.00</u>
Amount Due	<u>\$ 6,166.14</u>
Approved by	 Relocation Manager
Date Application <u>1/23/24</u>	
ACH Payment to:	
Name	<u>Florine Fredrickson</u>
Address	<u>3240 36th Avenue South</u>
City/State/Zip	<u>Fargo, ND 58103</u>

FOR OFFICIAL USE ONLY	
<input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Owner	<input type="checkbox"/> Received Bills <input checked="" type="checkbox"/> Room Basis
Type of Unit	If Room Basis
<input type="checkbox"/> Apartment	Total Rooms <u>10</u>
<input checked="" type="checkbox"/> House	Basement <u>4</u>
<input type="checkbox"/> Other	Garage _____
<input type="checkbox"/> Furnished	Misc. <u>4</u>
<input checked="" type="checkbox"/> Unfurnished	Grand Total <u>18</u>

FOR OFFICIAL USE ONLY	
VENDOR NUMBER	

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED	
Address <u>3240 36th Avenue South</u>	
City <u>Fargo</u>	State <u>ND</u>

Name of Mover <u>Two Men and a Truck</u>	Date of Move <u>10/30/24</u>
Address <u>3317 Flechtner Drive South</u>	City <u>Fargo, ND 58103</u>

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any movers' receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date _____

Name (print) Florine Fredrickson

Signature _____

Telephone _____

**Please consult your Relocation Counselor for help in preparing and submitting this claim.
Instructions for submitting your claim for residential moving expenses.**

The State will allow residential moving expenses to a displaced individual or family based on a fixed room schedule or reimbursement for actual costs incurred. As a displacee you will be asked to select the method most suitable to your needs.

Fixed Payments

Payment is computed on the number of rooms contained in your residence exclusive of typical closets, porches, pantries, bathrooms, hallways, entrances or any unfurnished rooms. A basement may be considered as one room unless it has been separated into livable rooms such as: bedrooms or recreation rooms. Outbuildings actually in use for storage purposes may be counted as one room.

Actual Costs

Under this method the State may allow reimbursement for **reasonable** and **necessary** (as determined by the agency) expenses incurred in moving your personal property for a distance not to exceed 50 miles. This is not an adjustment for inconveniences which have occurred or for time lost at your regular occupation. Said moving expenses will be paid upon compliance with the following instructions:

1. When you are moved by a professional moving company, pay the charges and obtain a receipted bill. This statement must contain the rate per hour charged, number of hours worked and number of men and van(s) employed. The receipt must be marked "Paid in Full" and signed by a representative of the company. Consult your relocation advisor for help and assistance prior to moving to ensure reimbursement is allowed.
2. If your personal property is moved by someone other than a professional moving company, you must submit an itemized statement showing the number of people hired, the rates per hour paid, date, and the total number of hours worked for each individual and the equipment used. An affidavit will then be prepared for your signature. Again, please consult your relocation advisor prior to moving by this method.
3. You must complete the bottom portion of the Claim Form in ink, making sure that your signature and current telephone number are included. Attach to the original copy of claim form all required information pertaining to your move and mail to the address shown on the lower left corner.
4. In the event you are financially unable to pay the moving company, special arrangements may be made with the relocation office to allow direct payment or an advance payment claim. This must be done well in advance of the moving date.

The State cannot reimburse you for any alteration which may constitute a home improvement. Overtime charges by moving companies will not be considered except in emergency situations as determined **beforehand** by the State.

I certify that all items of personalty (to the best of my knowledge) have been removed from the subject property, including **all hazardous and environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights, etc.**

Person submitting claim Florine Fredrickson Date _____

Relocation Counselor  Date _____

FIXED MOVING EXPENSE PAYMENT

Name of Claimant(s): Florine Fredrickson

Project Site Address: 17272 49 ST SE, HORACE, ND 58047

According to the Federal relocation regulations, a displacee may choose to move his/her own personal property without any type of documentation for the actual costs incurred. Under these circumstances the claimant is compensated by utilizing a payment schedule set forth by the Department of Transportation. This "fixed" payment schedule is based upon the number of rooms actually furnished and occupied by the person being relocated. A copy of the Residential Moving Expense and Dislocation Allowance Payment Schedule is attached.

The "Lead Agency" assigned to interpret the relocation laws has indicated that the relocation counselors may have some flexibility, on a case-by-case basis, in computing a claimant's fixed move payment/room count. This could include increasing the fixed move payment by allowing for additional "rooms" if the claimant has extraordinary furnishings such as a piano, or if the claimant has storage areas not included in the typical room count.

- | | |
|---|--------------------|
| 1. Number of rooms occupied and furnished by this claimant: | <u>18</u> |
| 2. Number of rooms occupied but not furnished by resident | <u>0</u> |
| 3. Number of rooms <u>18</u> per the payment schedule = | <u>\$ 3,950.00</u> |
| 4. Total fixed moving expense payment = | <u>\$ 3,950.00</u> |

RELEASE OF PROPERTY

This is to notify the Cass County Joint Water Resource District that I, Flo Fredrickson and representing myself have vacated the property at 17272 49th St SE Horace, ND, on 11.13.24, and relinquish all rights to property, real or personal, at that address after our vacate date.

A handwritten signature in blue ink that reads "Flo Fredrickson". The signature is written in a cursive style with a horizontal line underneath the name.

Flo Fredrickson

RECEIPT FOR RELOCATION INFORMATIONAL PAMPHLET

Date: 7/31/2024

Name: Flo Fredrickson

Address: 17272 49th Street South, Horace, ND 58047

I have talked with my Relocation Counselor and understand that I may be required to move because of a government-assisted project. We discussed:

- | | | |
|------------------------|--------------|--------|
| 1. Relocation Services | Yes <u>X</u> | No ___ |
| 2. Financial Benefits | Yes <u>X</u> | No ___ |
| 3. Claim Documentation | Yes <u>X</u> | No ___ |
| 4. Grievance Process | Yes <u>X</u> | No ___ |

I have received a copy of the handout entitled "Relocation Assistance," and have looked it over with my Counselor. I understand that my eligibility for monetary benefits will depend on my cooperation in providing documentation to establish my claim. My signature on this receipt does not obligate me in any way.



Flo Fredrickson

CERTIFICATION OF CLAIM

I, the undersigned, do hereby certify the following:

1. That I have personally met with the project occupants(s) and have inspected the residential claim presented herein;
2. That to the best of my knowledge and belief the statements contained in this report and upon which the opinions herein are based, are true and correct;
3. That this claim has been made in conformity with and is subject to the requirements of the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970 as amended and the regulations of the Department of Transportation;
4. That neither myself, the company, nor the employees have a present interest or a contemplated interest in the residence involved or relationship with the occupants therein; and
5. That neither the employment to make the claim nor the compensation for it are contingent upon the amount of eligible relocation compensation estimated herein.
6. That all displacee data was considered and analyzed for completeness and correctness, and that all contacts with displacee have been documented.



Name

SRF Consulting Group, Inc.

Date _____

Cass County Joint Water Resource District



Date: 1/23/2025

Agenda Item number: e.5

Subject: OIN 1912 Duval Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 1912 in the amount of \$58,408.15

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 1912	Darwin & Sandra Duval	UMA	Non-Residential Actual Move Claim	\$48,606.65
2.	OIN 1912	Darwin & Sandra Duval	UMA	Residential Move Claim	\$9,801.50
*Invoice Receipts will be available upon request				Total Claim	\$58,408.15

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



December 17, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL ACTUAL MOVE PAYMENT CLAIM
SANDRA AND DARWIN DUVAL
6306 124TH AVENUE SOUTH, HORACE, ND 58047
OIN No.: 1912

Dear Mr. Lougheed:

Enclosed, please find an executed copy of the actual move relocation claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with applicable relocation regulations.

SRF recommends payment as follows:

ACH Payment to Sandra and Darwin Duval \$48,606.65

If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Ken Helvey", is written over a light gray rectangular background.

Ken Helvey
Project Director-Real Estate Services

I:\Projects\7715-18\RW_Parcels\1912 - Darwin and Sandra Duval\Relocation\Non Residential Relocation\Cover letter.doc

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. RELOCATION CLAIM FORM- ACTUAL MOVING COSTS AND RELATED EXPENSES FOR BUSINESSES
3. NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
4. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: Sandra and Darwin Duval (Farm Operation – Sole Proprietorship)

Business Representatives: Sandra and Darwin Duval

Project Site Address: 6306 124th Avenue South, Horace, ND 58047

Type of Payment Claimed Herein: Actual Move Expenses

Summary of Costs for Payment:

Actual Move Costs:	\$48,606.65
Total:	\$48,606.65
Total Due at this time:	<u>\$48,606.65</u>

SRF recommends payment as follows:

ACH Payment to Sandra and Darwin Duval	\$48,606.65
---	--------------------

COMMERCIAL MOVING COSTS CLAIM
****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) Sandra and Darwin Duval (Farm Business)

OIN 1912

County Cass

Prop. Owner Sandra and Darwin Duval


Prop. Address 6306 124th Avenue South

City/State/Zip Horace, ND 58047

FOR OFFICIAL USE ONLY

Amount Recommended \$48,606.65

Amount Due \$48,606.65



Approved by _____

Relocation Manager

Date Application Approved 7/19/24

Make Payment to:

ACH payment to Sandra and Darwin Duval

FOR OFFICIAL USE ONLY

Business

Farm

Non-Profit

Sign Removal

Other

FOR OFFICIAL USE ONLY

VENDOR NUMBER

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED

Address 201 Neuman Boulevard

City/State/Zip: Colfax, ND 58018

AMOUNT OF PAYMENT	
Moving Expense	<u>\$48,606.65</u>
Searching Expense for Replacement Site (Max. \$2,500)	<u>\$ 0.00</u>
TOTAL PAYMENT	<u>\$48,606.65</u>

Residency Certification: I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawfully citizens of the United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any mover's receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date _____

Name (print) Sandra and Darwin Duval

Signature _____

Signature _____

Telephone _____

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FOR COMMERCIAL MOVING EXPENSES

Relocation policies allow moving expenses to a displaced business, farm or non-profit organization based on actual costs incurred in moving personal property for a distance not to exceed 50 miles. However, this policy does not allow for inconveniences which have occurred or for business time lost. Reimbursement will be made upon compliance with the following instructions:

1. When a commercial mover is employed, the moving costs are to be paid and a detailed receipted statement obtained.
2. In the event you wish your regular employees to make the move, it is required that you maintain a complete record of date, time worked, and amounts paid to all employees physically participating in the move. Charges for use of equipment owned by the business may be allowed but shall be comparable to those rates charged by local rental agencies.
3. You may elect to accept the lower of two (2) estimates for moving of all personal property as obtained by the relocation advisor. With this method no documentation is necessary. Please contact your advisor for help and assistance in processing this method of payment.
4. Complete the "Claim Form" in ink, making sure that an authorized signature and mailing address are included. Attach to original copy of claim form all information pertaining to the move and mail to the address shown in the lower left corner.


Estimates of moving costs will be obtained by the agency prior to the move. Overtime charges by moving companies will not be considered except in emergency situations as determined by the agency.

Payment may be allowed to the owner of a displaced business or farm operator for the actual reasonable expense in searching for a replacement site, not to exceed \$2,500.00. Such expense may include transportation expense, actual time, and certain miscellaneous expenses actually spent in searching. A certified statement of the date, time spent searching and hourly wage rate(s) must accompany the claim. All expenses claimed except value of time spent to search must be supported by receipted bills.

I certify that the displacee gave advance notice of the start of the move. The displacee provided a reasonable inventory of all items actually moved, and considered in this claim. I further certify that I monitored the move to ensure all items of personal property were moved.*

Person submitting claim _____

Date _____

Relocation Counselor  _____

Date 7/17/24 _____

***All items consider hazardous and/or environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights etc., have been moved.**

ACTUAL MOVING AND RELATED EXPENSES BUSINESSES, FARM OPERATIONS, OR NON PROFIT ORGANIZATIONS

Applicable relocation regulations require Displacing Agencies to pay eligible moving and related expenses incurred by the businesses, farm operations, or non-profit organizations, which are displaced by public projects. Eligible moving and related expenses include those incurred to disconnect and reconnect, to disassemble and reassemble, to pack and unpack, and transportation required to move the displaced claimant's personal/business movable property from the project site to the chosen replacement site, within a fifty-mile radius of the project site. Also eligible for repayment are the costs incurred to insure the move and, at the discretion of the Displacing Agency, the costs to store at a location not owned by the displaced business any personal/business movable property which cannot be immediately reestablished at the replacement site. The relocation rules state that these moving-related expenses, in order to be considered eligible for payment, must be reasonable and necessary. Further, it is up to the Displacing Agency to determine whether these two qualifications have been met.

A displaced business, farm operation, or non profit organization may choose from one of two "documentation" options for payment of actual moving costs. The first option requires that the business keep track of its actual costs and submit documentation to support the amount of the payment requested. The second option is a "non-documented" direct payment to the business, which amount is based on the lower of two move cost estimates provided by commercial moving companies. Further explanation of these two moving benefit options follows:

1. The displaced business may choose to hire a professional moving company to perform all or part of the move, or do all or part of the move themselves under this Actual Move Expense option. Documentation includes actual invoices for services provided by movers or third party contractors such as electricians for reconnection requirements, or for a self-move, a displacee must keep records of employees' time and costs involved with the move via time cards, pre-approved pay rates, materials invoices/receipts, and so on. The business can then be reimbursed directly for the reasonable and necessary documented costs actually incurred.
2. Compensation for a non-documented move under the actual moving payment provisions is determined by securing two independent and competitive bids or estimates from professional moving companies. The estimate should represent the maximum amount the moving company would charge to provide the pack/move/ unpack and related services including insuring the move. The lower cost estimate sets the moving payment, which is made directly to the business, with no documentation of actual costs, incurred being required. The relocation rules permit payment for a "low-cost" self-move (considered as \$2,500.00 or less), to be based on one move cost estimate provided by a professional moving company or qualified staff person.

Sometimes the services of special technicians are also needed to determine the eligible moving, reinstallation, and/or reconnection costs. An example of such costs would be those necessary disconnection/reconnection or installation services required of plumbers and electricians. These "specialty" services are typically related to particular specialized items of movable personal property or equipment used by the relocating business. The reconnection eligible for compensation under the relocation benefits includes all work necessary to connect the relocated piece of equipment from the power source within the replacement building to the particular spot on which the machinery or equipment is placed in the replacement location.

Some items of personal property are so specialized that their entire transfer must be handled by the original supplier of the property or a mover specializing in such transfers. Examples of this type of property include telephone systems, alarm systems, and many types of computer systems. Some technical services required in a relocation can be non-competitive, that is, there is only one entity, which can provide the service, and its charges must simply be paid. While there is certainly abundant competition for telephone, alarm, and computer systems, once a business has chosen the type of system it wishes to use, it generally must be installed by the provider of the system. If a displacee chooses to upgrade a system at the time of its relocation, the reconnection costs must then be prorated so the cost being repaid is reflective of the amount, which would have been incurred, had the upgrade not been made.

To summarize, then, an eligible displaced business may choose to submit documentation and receive reimbursement of its actual eligible reasonable and necessary moving and reconnection costs. Or, a business can be paid to self-move its general personal property without documenting any of the costs it actually incurred to conduct the transfer, based on the lower of two reasonable move cost estimates. The eligible connection benefits are those costs to disconnect and reinstall/reconnect the personal property and movable equipment at the replacement site, as necessary.

The next pages to this claim provide specific detail for the claimant business's move, the payment being recommended to the claimant business for its eligible actual moving expense entitlement, and required documentation of costs.

ACTUAL MOVING AND RELATED EXPENSES

Displaced Business Name: Sandra and Darwin Duval
Project Site Address: 6306 124th Avenue South, Horace, ND 58047

1. Actual Move of Personal Property	\$16,507.50
2. Auction Advertising/Commissions	\$32,099.15
Total:	\$48,606.65
Amount Due:	\$48,606.65

Remarks:

1. Sandra and Darwin Duval submitted a self-move log in the amount of \$16,507.50 for time spent packing and moving their personal property as well as preparing for the auction. This was paid at \$30.00 an hour x 550 hours= \$16,507.50
2. Sandra and Darwin Duval also submitted two invoices/reports from Steffes Auction House in the amounts of \$31,865.15 and \$234.00 totaling \$32,099.15 for advertising and commissions paid for personal property not moved to the replacement property.

SRF Consulting recommends payment of the recommended amount above as these are eligible expenses under the Uniform Relocation Act.

Documentation Attached:

1. Self-Move Log
2. Steffes Invoice/Final Sales Report

CERTIFICATION OF CLAIM

I, the undersigned, do hereby certify the following:

1. That I have personally met with the project occupants(s) and have inspected the business claim presented herein;
2. That to the best of my knowledge and belief the statements contained in this report and upon which the opinions herein are based, are true and correct;
3. That this claim has been made in conformity with and is subject to the requirements of the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970 as amended and the regulations of the Department of Transportation;
4. That neither myself, the company, nor the employees have a present interest or a contemplated interest in the residence involved or relationship with the occupants therein; and
5. That neither the employment to make the claim nor the compensation for it are contingent upon the amount of eligible relocation compensation estimated herein.
6. That all displacee data was considered and analyzed for completeness and correctness, and that all contacts with displacee have been documented.



Ken Helvey
SRF Consulting Group, Inc.

Date 12/17/24



December 17, 2024

SRF No. 13783.0029C

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: RESIDENTIAL ACTUAL MOVE COST CLAIM
SANDRA AND DARWIN DUVAL
6306 124TH AVENUE SOUTH, HORACE, ND 58047
PARCEL # OIN 1912

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the actual move benefits for the above-referenced owner occupants. We have reviewed the documentation submitted by the claimants and have made recommendations for payment according to applicable relocation regulations.

Please make payment as follows:

ACH Transfer to Sandra and Darwin Duval \$9,801.50

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Ken Helvey". The signature is fluid and stylized, with a prominent loop at the end.

Ken Helvey
Project Director-Real Estate Services

Enclosures

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) CLAIM FOR ACTUAL MOVING COSTS
- 3) NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 4) RELEASE OF PROPERTY
- 5) RECEIPT FOR RELOCATION HANDOUT
- 6) CERTIFICATION OF CLAIM

SUMMARY

OIN: 1912

Occupant (Claimant) Names: Darwin and Sandra Duval

Project Site Address: 6306 124th Avenue South, Horace, ND 58047

Occupancy Description: 180 Day Homeowners

Type of Benefits This Claim: Actual Move Costs Payment

Claim Summary:

Actual Move Costs	\$ 9,801.50
Incidental Closing Costs Payment	\$ 1,035.00
Total Amount of This Claim:	\$10,836.50
Total Due at This Time:	<u>\$ 9,801.50</u>

Please make payments in the following manner:

ACH Transfer to Sandra and Darwin Duval \$ 9,801.50

RESIDENTIAL MOVING COSTS CLAIM

****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

Advance Claim
 Partial Claim
 Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee) <u>Sandra and Darwin Duval</u>	
District _____	OIN <u>1912</u>
C.S. _____	C.ID. _____
Fed. # _____ County <u>Cass</u>	
Prop. Owner <u>Sandra and Darwin Duval</u>	
Prop. Address <u>6306 124th Avenue South</u>	
City/State/Zip <u>Horace, ND 58047</u>	
Type of Acq. <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED	

FOR OFFICIAL USE ONLY	
Approved Amount _____	<u>\$9,801.50</u>
Amount Due _____	<u>\$9,801.50</u>
Approved by _____	Relocation Manager
Date Application Approved <u>12/17/24</u>	
Make Payment to:	
ACH payment to Sandra and Darwin Duval	

FOR OFFICIAL USE ONLY	
<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Receipted Bills <input type="checkbox"/> Room Basis
Type of Unit	If Room Basis
<input type="checkbox"/> Apartment	Total Rooms _____
<input checked="" type="checkbox"/> House	Basement Count _____
<input type="checkbox"/> Other	Garage Count _____
<input type="checkbox"/> Furnished	Misc. Count _____
<input checked="" type="checkbox"/> Unfurnished	Grand Total _____

FOR OFFICIAL USE ONLY	
VENDOR NUMBER _____	

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED	
Address <u>201 Neuman Boulevard</u>	
City <u>Colfax</u>	State <u>ND</u>

Name of Mover <u>Two Men & A Truck</u>	Dates of Move <u>9/17/24</u>
Address <u>3222 4th Avenue South</u>	City <u>Fargo, ND 58103</u>

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any movers' receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: C CJWRD

Date _____

Name (print) Sandra and Darwin Duval

Signature _____

Signature _____

Telephone _____

**Please consult your Relocation Counselor for help in preparing and submitting this claim.
Instructions for submitting your claim for residential moving expenses.**

The State will allow residential moving expenses to a displaced individual or family based on a fixed room schedule or reimbursement for actual costs incurred. As a displacee you will be asked to select the method most suitable to your needs.

Fixed Payments

Payment is computed on the number of rooms contained in your residence exclusive of typical closets, porches, pantries, bathrooms, hallways, entrances or any unfurnished rooms. A basement may be considered as one room unless it has been separated into livable rooms such as: bedrooms or recreation rooms. Outbuildings actually in use for storage purposes may be counted as one room.

Actual Costs


Under this method the State may allow reimbursement for **reasonable** and **necessary** (as determined by the agency) expenses incurred in moving your personal property for a distance not to exceed 50 miles. This is not an adjustment for inconveniences which have occurred or for time lost at your regular occupation. Said moving expenses will be paid upon compliance with the following instructions:

1. When you are moved by a professional moving company, pay the charges and obtain a receipted bill. This statement must contain the rate per hour charged, number of hours worked and number of men and van(s) employed. The receipt must be marked "Paid in Full" and signed by a representative of the company. Consult your relocation advisor for help and assistance prior to moving to ensure reimbursement is allowed.
2. If your personal property is moved by someone other than a professional moving company, you must submit an itemized statement showing the number of people hired, the rates per hour paid, date, and the total number of hours worked for each individual and the equipment used. An affidavit will then be prepared for your signature. Again, please consult your relocation advisor prior to moving by this method.
3. You must complete the bottom portion of the Claim Form in ink, making sure that your signature and current telephone number are included. Attach to the original copy of claim form all required information pertaining to your move and mail to the address shown on the lower left corner.
4. In the event you are financially unable to pay the moving company, special arrangements may be made with the relocation office to allow direct payment or an advance payment claim. This must be done well in advance of the moving date.

The State cannot reimburse you for any alteration which may constitute a home improvement. Overtime charges by moving companies will not be considered except in emergency situations as determined **beforehand** by the State of Minnesota.

I certify that all items of personalty (to the best of my knowledge) have been removed from the subject property, including **all hazardous and environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights, etc.**

Person submitting claim _____ Date _____

Relocation Counselor  _____ Date 12/17/24

ACTUAL MOVING AND RELATED EXPENSES

Applicable relocation regulations require public agencies to pay the moving and related expenses incurred by the people it displaces for public projects. Eligible actual moving and related expenses include those incurred to disconnect and reconnect, to disassemble and reassemble, to pack and unpack, and to cart the household's personal property from the project site to the replacement dwelling chosen by the displaced household. Also eligible for repayment are the costs incurred to insure the move and, at the discretion of the Displacing Agency, to store any personal property which cannot be immediately reestablished at the chosen replacement. The only two limiting conditions on the payment made for these moving-related expenses are that the amounts paid be reasonable and necessary. Further, it is up to the Displacing Agency to determine whether these two qualifications have been met.

Compensation for actual moving expenses is generally determined by securing two bids or estimates of the cost for a professional moving company to conduct the move and allowing the lower amount as payment to the mover. (This assumes that the transfer will take place within a 50-mile radius.) The relocation rules permit payment for an actual move expense of a "low-cost" move (\$2,500 or less) to be based on one move cost proposal estimate provided by a professional moving company or qualified staff person.

The displaced household may also choose to move themselves under this Actual Move Expense provision, keep records of their actual costs via time cards, pre-approved rates, and invoices, and be reimbursed directly for their reasonable and necessary documented costs actually incurred. This option, however, because it requires so much effort to document all of the move costs incurred by the household, is seldom chosen by the displacee.

Under an Actual Move Expense claim, reconnect costs for personal property such as telephone and cable TV are also allowable, so long as the system being installed is the same or similar to the one which was in use at the project site. Actual invoices are submitted for these costs.

To summarize, then, a displaced person can be paid for his/her actual costs to move the personal property. An actual moving and related expense claim requires documentation in the form of actual invoices for services rendered.

The next page to this claim itemizes the invoices of the claimant's professionals hired to handle each aspect of the transfer and totals them to show the amount of payment being recommended to the claimant for an actual moving expense entitlement.

ACTUAL MOVING AND RELATED EXPENSES

OIN: 1912

Occupant Name: Sandra and Darwin Duval

1. Actual Move of General Personal Property:	\$1,791.50
2. Documented Self-Move:	\$8,010.00
Total Amount of Claim:	\$9,801.50
Amount Due:	\$9,801.50

Remarks:

1. Enclosed, please find a paid receipt from Two Men & A Truck in the amount of \$1,791.50 for the move of the heavy general personal property to the replacement location. This was considered a low-cost move and therefore only one mover was contacted.
2. Enclosed please find a self-move log submitted by Duval's totaling \$8,010.00 for their time spent packing, moving and unpacking their personal property. This is reimbursed at \$30.00 an hour. They spent 267 hours x \$30.00 = \$8,010.00.

These are eligible expenses according to the Uniform Relocation Act of 1970, as amended, Section 24.301(a-g). SRF Consulting Group, Inc. considers this cost both reasonable and necessary.

SRF Consulting requests payment to the Duval's for their move based on the documentation submitted.

Please transmit ACH Transfer to Sandra and Darwin Duval \$9,801.50

Documentation Attached:

1. Receipt form Two Men & A Truck
2. Self-move Log

RELEASE OF PROPERTY

This is to notify the Cass County Joint Water Resource District that we, Darwin and Sandra Duval representing ourselves, have vacated the property at 6306 124th Ave S, Horace, ND on 12 .02.24, and relinquish all rights to the structures or personal property, at that address after our vacate date.



Darwin and Sandra Duval

RECEIPT FOR RELOCATION INFORMATIONAL PAMPHLET

Date: _____

Name: Sandra and Darwin Duval

Address: 6306 124th Avenue South, Horace, ND

We have talked with our Relocation Counselor and understand that we may be required to move because of a government-assisted project. We discussed:

- | | | |
|------------------------|--------------|--------|
| 1. Relocation Services | Yes <u>X</u> | No ___ |
| 2. Financial Benefits | Yes <u>X</u> | No ___ |
| 3. Claim Documentation | Yes <u>X</u> | No ___ |
| 4. Grievance Process | Yes <u>X</u> | No ___ |

We have received a copy of the handout entitled " Relocation Assistance," and have looked it over with our Counselor. We understand that our eligibility for monetary benefits will depend on our cooperation in providing documentation to establish our claim. Our signatures on this receipt does not obligate us in any way.

CERTIFICATION OF CLAIM

I, the undersigned, do hereby certify the following:

1. That I have personally met with the project occupants(s) and have inspected the residential claim presented herein;
2. That to the best of my knowledge and belief the statements contained in this report and upon which the opinions herein are based, are true and correct;
3. That this claim has been made in conformity with and is subject to the requirements of the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970 as amended and the regulations of the Department of Transportation;
4. That neither myself, the company, nor the employees have a present interest or a contemplated interest in the residence involved or relationship with the occupants therein; and
5. That neither the employment to make the claim nor the compensation for it are contingent upon the amount of eligible relocation compensation estimated herein.
6. That all displacee data was considered and analyzed for completeness and correctness, and that all contacts with displacee have been documented.



Ken Helvey
SRF Consulting Group, Inc.

Date 12/17/24

Cass County Joint Water Resource District



DATE: 01/23/2025

Agenda Item number: f.1

Subject: Lease Termination Letters

Recommendation/Actions Needed:

Recommend the board approve the lease termination letters to be sent on behalf of CCJWRD

Background/Key Points:

These lease termination letters need to be mailed out by CCJWRD. This lease termination notice is driven by structure removals in 2025. Upon proof of delivery of these letters all tenants will have more than the 30-day requirement to vacate the property. After the properties have been vacated, Jacobs and HMG will move forward with the Demolition and Relocation Package.

Attachments:

- OIN 2016 Lease Termination Letter
- OIN 831 Lease Termination Letter

January 23rd, 2025

Nipstad Farms, Inc.
5423 County Road 1
Kindred ND 58051

Dear Nipstad Farms Inc.,

RE: Lease Agreement Termination on OIN 2016

The lease on the property you are renting from Cass County Joint Water Resource District (CCJWRD), will need to be terminated this summer. A contract is expected to be awarded for the relocation or demolition of the structures on the property, which will enable the contractor access to begin work. To accommodate this work, it is necessary to terminate the *Lease Agreement* between you and CCJWRD on this property.

As you'll recall, the terms of the *Lease Agreement*, state that CCJWRD can terminate the lease, when needed within 30 days' notice. This letter serves as your notice that the *Lease Agreement* will be terminated as of July 1, 2025.

Please continue to work with Madeline Daudt, lands specialist for the Metro Flood Diversion Authority. She will facilitate the lease, do a final walk-through of the property, and transfer of the utilities from you, as the current tenant, to the CCJWRD or the contractor.

Please feel free to contact Madeline at 701-850-9642 if you have any questions or concerns leading up to vacating the property.

Sincerely,

Cass County Joint Water Resource District

January 23rd, 2025

Aaland Law Firm
C/O John Loffelmacher
415 11th St S
Fargo ND 58103

Dear John,

RE: Lease Agreement Termination on OIN 831

The lease on the property you are renting from Cass County Joint Water Resource District (CCJWRD), will need to be terminated this winter. A contract is expected to be awarded for the relocation or demolition of the structures on the property, which will enable the contractor access to begin work. To accommodate this work, it is necessary to terminate the *Lease Agreement* between you and CCJWRD on this property.

As you'll recall, the terms of the *Lease Agreement*, state that CCJWRD can terminate the lease, when needed within 30 days' notice. This letter serves as your notice that the *Lease Agreement* will be terminated as of 05/01/2025.

Please continue to work with Madeline Daudt, lands specialist for the Metro Flood Diversion Authority. She will facilitate the lease, do a final walk-through of the property, and transfer of the utilities from you, as the current tenant, to the CCJWRD or the contractor.

Please feel free to contact Madeline at 701-850-9642 if you have any questions or concerns leading up to vacating the property.

Sincerely,

Cass County Joint Water Resource District

Cass County Joint Water Resource District



Date: 01/23/2025

Agenda Item number: f.2

Subject: OIN 1899 Lacher Haying Agreement

Recommended Action/Motion:

Approve the Spraying & Haying Agreement for OIN 1899

Background/Key Points:

To maintain the property that CCJWRD has acquired we are recommending a haying agreement on this property as shown in the attached exhibit A at no cost to CCJWRD. This will remove the property from our lawn mowing expenses and save an average of \$5,500/year.

This agreement would be set to expire 12/31/2025.

Attachments:

- OIN 1899 Agreement w/ Exhibit

LICENSE AGREEMENT

THIS AGREEMENT is made this 30th day of September 2024, by the Cass County Joint Water Resource District, a North Dakota political subdivision (the "District"), and Randy Lacher, whose post office address is 5695 County Road 81, Christine, ND 58015 ("Licensee").

RECITALS

A. The District owns and maintains that certain property highlighted on the map attached hereto as Exhibit "A", (the "Licensed Premises") for purposes including the Fargo-Moorhead Metropolitan Area Flood Risk Reduction Project ("the Diversion").

B. Licensee approached the District and requested permission to utilize the Licensed Premises for purposes of haying, mowing, or otherwise maintaining grass and noxious weeds on the Licensed Premises in the year 2025, at no cost to the District.

C. The District is willing to permit Licensee to enter upon the Property, subject to the terms and conditions contained in this Agreement.

In consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **License.** The District grants to Licensee a temporary license to enter upon the Licensed Premises, subject to all of the terms and conditions contained in this Agreement. The rights granted to Licensee by the District under this Agreement constitute a license, revocable at will by the District for cause, for protection of the District's facilities, or for any other reason, and the license does not create for or on behalf of Licensee any interest or estate of any kind in the Licensed Premises, either by virtue of this Agreement or by Licensee's entry upon or use of the Licensed Premises. The license granted by the District is limited solely to Licensee; this Agreement does not permit Licensee to permit any other person or party to enter upon the Licensed Premises or to otherwise extend Licensee's license rights under this Agreement to any third party without prior written consent of the District.

2. **Term.** This Agreement will commence upon January 1, 2025, and will automatically expire on December 31, 2025; however, the District may, at any time and for any reason, immediately terminate this Agreement and Licensee's license rights under this Agreement by providing written or verbal notice of termination. Any termination or expiration of this Agreement will be without prejudice to any obligations or liabilities of Licensee already accrued prior to termination or expiration. In addition, Licensee's indemnity obligations in this Agreement will survive any termination or expiration of this Agreement.

3. **Use.** During the term of this Agreement, Licensee may enter upon the Licensed Premises for the purpose of mowing, haying, or weed spraying the Licensed Premises. Licensee's

mowing, haying, and weed spraying rights under this Agreement are subject to the following terms:

- a. Licensee may only mow, hay, or weed spray those portions of the Licensed Premises indicated or designated by a representative of the District.
- b. Licensee acknowledges Licensee will not be entitled to any compensation or any reimbursement from the District for costs or expenses incurred as a result of Licensee's mowing, haying, or weed spraying activities under this Agreement.
- c. Licensee will mow, hay, or weed spray any portion of the Licensed Premises beginning in the Spring and through the summer and fall of each calendar year during the term of this Agreement.
- d. Licensee may use 2,4-D, or other comparable weed control chemicals, for the Spring and Fall weed spraying of noxious weeds as required under this Agreement.
- e. Licensee will not store hay bales on the Licensed Premises for more than five days. Licensee will remove any hay bales on the Licensed Premises before October 31 each calendar year during the term of this Agreement.
- f. Licensee may not remove or disturb any survey or utility monuments, pins, flags or other markers.
- g. Licensee will not use any portion of the Licensed Premises in any manner that disrupts, damages, or interferes with the District's use of the Licensed Premises.
- h. Licensee will mow any areas not hayed with a rotary blade mower or similar mower.
- i. Licensee will not store any property or equipment on the Licensed Premises at any time.
- j. Licensee will not conduct Licensee's mowing, haying, or weed spraying operations in a manner that will interfere with the District's use of the Licensed Premises.
- k. Licensee will conduct all mowing, haying, and weed spraying operations during daylight hours.
- l. Any tractors utilized by Licensee must display operational flashing lights.

- m. Licensee may only access the Licensed Premises from adjacent public roads, utilizing the driveway located on the West side of the property as detailed in Exhibit "A" attached hereto.
 - n. Licensee's entry upon the Licensed Premises, and Licensee's mowing, haying, or weed spraying will not disrupt, damage, or interfere with the Diversion or the District's use of the Licensed Premises, and the District's use will take priority over Licensee's entry or rights under this Agreement.
 - o. Licensee will use and apply 2,4-D or comparable weed control chemicals as directed by EPA approved chemical label instructions. Licensee agrees to weed spraying operations that reduce spray drift by operating weed spraying in low wind velocities, reduced spraying pressures, and by maintaining low operational spraying speeds. Licensee, at Licensee's sole cost is responsible for any damage resulting from Licensee's spray drift to areas outside the Licensed Premises. Licensee is solely responsible for applying any weed control chemical in compliance with applicable State regulations.
 - p. If the Licensee or Licensee's equipment unreasonably damages the property, the District, in its sole discretion, may assess the costs of said damages to any of Licensee's property located in Cass County, North Dakota. Should the Licensee fail to complete its mowing, haying, and weed spraying measures in a workman like manner, acceptable to common industry standards, the District reserves the right to terminate this License and award such work to another contractor; should the District exercise this right, the costs associated with utilizing a different contractor to complete the necessary work may be assessed against any of the Licensee's property located in Cass County, North Dakota.
4. **Assumption of Risk.** Licensee explicitly accepts any and all risk regarding Licensee's entry upon the Licensed Premises or any of the District's other property or facilities under this Agreement. The District will not be liable or responsible for any damages or injuries to Licensee or any of Licensee's equipment or property as a result of Licensee's entry upon or use of the Licensed Premises.
5. **Duty to Repair and Other Remedies.** Licensee, at Licensee's sole cost, will repair any damages to the Diversion, and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, damaged as a result of or arising out of Licensee's entry upon or use of the Licensed Premises. If Licensee fails to promptly and properly repair any damages to the Diversion; if Licensee fails to promptly repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District damaged by Licensee; or if Licensee fails to perform any of Licensee's other obligations under this Agreement, the District may repair the damages or perform Licensee's obligations and recover any and all costs incurred from Licensee. If Licensee refuses to reimburse the District

within a reasonable amount of time, the District may assess all costs and expenses against any real property owned by Licensee in Cass County, including all costs and expenses incurred in enforcing the terms of this Agreement, including reasonable attorneys' fees. The remedies provided in this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law.

6. **Compliance with Laws.** Licensee, at Licensee's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of all federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, which may be applicable to Licensee's entry upon or use of the Licensed Premises, including Licensee's haying, mowing, or weed spraying activities.

7. **Indemnity.** Licensee will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, or Licensees, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against the District, as a result of or arising out of Licensee's use of or entry upon the Licensed Premises; Licensee's mowing, haying, or weed spraying activities; or as a result of Licensee's performance or failure to perform under this Agreement, and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.

8. **Insurance.** During the term of this Agreement, Licensee will secure and maintain Commercial General Liability Insurance and Automobile Liability (any auto) Insurance by insurance companies authorized to do business in North Dakota, with a policy or policies which will include coverage for bodily injury, property damage, personal injury, and advertising injury, with a combined policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The policies will name the District as an additional insured party. ~~The policies must contain a "waiver of subrogation" endorsement waiving any right to recovery an insurance company might have against the District.~~ The policies must contain a provision that the policies and any endorsements may not be cancelled or modified without 30 days' prior written notice to the District and the Authority. Licensee will release, hold harmless, defend, and indemnify the District and the Authority in excess of the minimum insurance requirements in this Agreement.

8. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

9. **Assignment.** Licensee will not transfer or assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the District.

10. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, and the parties waive any objection to venue or personal jurisdiction.

11. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal or unenforceable.

12. **Time is of the Essence.** Time is of the essence of the parties' obligations under this Agreement.

13. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

14. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

16. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

17. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

***Cass County Joint Water Resource District
License Agreement
Diversion Mowing, Haying and Weed Spraying
OIN 1899***

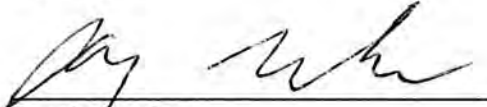
IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

By: _____
Ken Lougheed, Chair

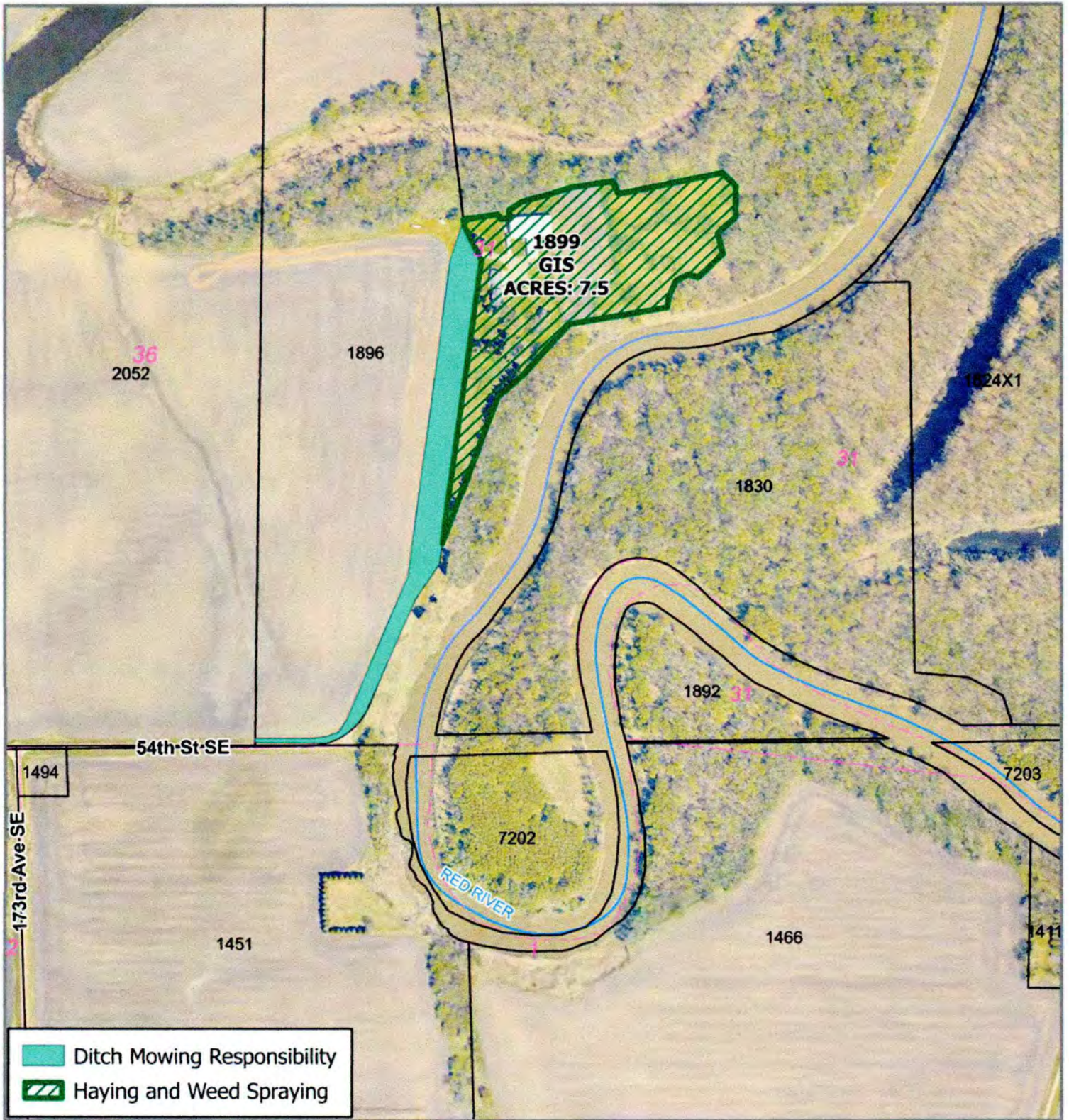
By: _____
Melissa Hinkemeyer, Secretary

LICENSEE

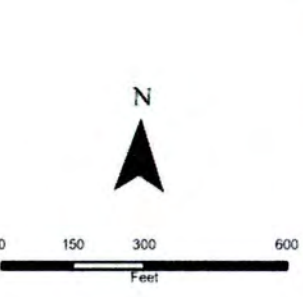


Randy Lacher

Exhibit "A"



Any reliance upon this map is at user's own risk. AEC2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Management\Haying Exhibits.aprx | OIN 1899 CCJWRD



2025 HAYING & WEED SPRAYING
OIN: 1899
TENANT: CASS COUNTY JOINT WATER
RESOURCE DISTRICT

FM AREA DIVERSION
 Map Date: 9/17/2024



Cass County Joint Water Resource District



DATE: 1/23/2025

Agenda Item number: f.3

Subject: 2025 Farmland Leases

Recommendation/Actions Needed:

Recommend the board to approve the attached farmland leases for 2024.

Background/Key Points:

Excess land that CCJWRD owns is leased out each year for farming practices.

Rates approved in November 2024 were used in farmland leases. Anything North of I-94 was leased at \$150/acre. South of I-29 acres were leased at \$165/acre.

Attachments:

- List of current farmland leases

North Dakota Leases

OIN	Tenant	Acres	Term	Notes
1078X 1075Y	Cosette Farms LLC	34.69	1/1/2025-12/31/2025	\$5,723.85

Cass County Joint Water Resource District



Date: 01/23/2025

Agenda Item number: g.1

Subject: Contracting Actions for the CCJWRD

Recommended Action/Motion:

Recommend approval of the following contracting actions listed below.

Background/Key Points:

Task Order Amendment	Reason for Contract Action
Tinjum CCJWRD Task Order 3 - Amendment 0	Task Order 3 adds scope and fee for Tinjum for Eminent Domain Services: <ul style="list-style-type: none">• Appraisal Reports based on "Date of Taking".• Trial preparation and trial appearances.• Deposition preparation and deposition appearances. Estimated 10 Eminent Domain Proceedings

Attachments:

- EDCR Tinjum CCJWRD Task Order 3 Amendment 0

Co-Deputy Executive Director Contracting Recommendation

Date: 12/06/2024

RECOMMENDATION FOR ACTION:

The Co-Deputy Executive Director has reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended February 10, 2021, the Owner's Program Management Consultant (PMC) or the Authority's staff is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Deputy Executive Director for review and action.

The following Contract Action(s) have been prepared:

Tinjum Appraisal Company Inc

Task Order 3 Amendment 0 – Consulting Services

\$200,000.00

- This Task Order compensates Tinjum for ongoing litigation work as it accrues, such as
 - Appraisal Reports based on "Date of Taking".
 - Trial preparation and trial appearances.
 - Deposition preparation and deposition appearances.

BACKGROUND AND DISCUSSION:

The Owner and Contractor entered into an agreement in January 2023, to provide consulting services to the Diversion Authority.

This Task Order includes scope and fee for Eminent Domain Support Services. The scope includes:

- Eminent Domain Support Services for CCJWRD in ongoing litigation cases.

See the table below for a summary of the contracting history for this task order, including this amendment.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget Change	Initial or Revised Budget	Project Start	Project Completion	Comments
Task Order 3 Amendment 0	\$-	\$200,000	24-Jan-2025	31-Dec-2026	Initial authorization of Task Order 3.

The Authority Compliance Specialist prepared this task order, and certifies the information is accurate, complete, and ready for Co-Deputy Executive Director review.

Summary of Budget Allocation – Year 2025

Original Agreement or Amendment	Cost account code	Estimated cost 2025 (\$)	Budget Allocated 2025 (\$)	Allocated Budget Spent 2025 (\$)	Comments
TO3-A0	SW-1170	\$100,000.00	\$100,000.00	\$0.00	

Summary of Budget Allocation – Future Years 2026

Original Agreement or Amendment	Cost account code	Estimated cost 2026 (\$)	Budget Allocated 2026 (\$)	Allocated Budget Spent 2026 (\$)	Comments
TO3-A0	SW-1170	\$100,000.00	\$100,000.00	\$0.00	Budget will be spent in 2026.

Additional Budget Information:

Total remaining unallocated **soft cost** budget for FY2025: [\$5,900,000]

Total remaining **program** wide lands budget contingency: [\$41,600,000]

Is this TO amendment within the total budget for lands: **Yes** No

If the answer to the above question is “no” is the amount coming out of contingency? N/A

If the amount is coming out of the lands budget contingency how much contingency is remaining? N/A

ATTACHMENT(S):

1. DRAFT Tinjum Task Order 3 Amendment 0

Prepared by: Compliance Specialist



 Jessica Warren
 Compliance Specialist, Metro Flood Diversion Authority

12/06/2024

 Date

Submitted by:

Michael Redlinger Co-Deputy Executive Director Diversion Authority
Concur: <input checked="" type="checkbox"/> Non-Concur: <input type="checkbox"/>

Cc: for CCJWRD

- Dan Jacobson, Chair, CCJWRD
- Sean Fredricks, Legal Advisor, CCJWRD
- John Shockley, Legal Advisor, Metro Flood Diversion Authority
- Paul Barthel, Program Manager, Jacobs
- Andy Albertson, Program Controls, Jacobs
- Kris Bakkegard, Director of Engineering, Metro Flood Diversion Authority
- Jodi Smith, Director of Lands and Compliance, Metro Flood Diversion Authority
- Eric Dodds, Lands Program Manager, AE2S