

JAN 26 2015



**North Dakota Parks and Recreation Department
Recreation Division – 701-328-5357 – parkrec@nd.gov**

Recreational Trails Program (RTP) Grant Application

Recreational Trail Program (RTP) grants are available to the State of North Dakota, political subdivisions, and nonprofit organizations in order to assist in the development, maintenance, or rehabilitation of recreational trails. The RTP is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The program is administered by the Recreation Division of the North Dakota Parks and Recreation Department (NDPRD).

Project proposals must be approved at the state and federal levels. A Recreational Trails Program Advisory Committee (RTPAC) made up of private, state, and federal individuals evaluates and ranks the projects. Projects selected at the state level are submitted to the FHWA for final review and approval.

RTP grants reimburse up to 80 percent of the cost for development, maintenance, or rehabilitation of recreational trails. Engineering fees exceeding more than 20% of total project cost are not eligible for reimbursement. Project sponsors cannot be reimbursed for funds that are incurred before an application is approved and a local grant agreement is signed.

The application cycle is open from December 1, 2014 to January 30, 2015 at 1:00 P.M. CST.

Date: 01/21/15

CONTACT INFORMATION

Project Sponsor: Cass County Commission

(Must be political subdivision)

Project Name: County Road 29 Shared Use Path

Primary Contact

Name:	Jason Benson
Title:	Cass County Engineer
Address:	1201 Main Avenue West
City, State, Zip:	West Fargo, ND 58078
E-Mail:	bensonj@casscountynd.gov
Phone:	701-298-2372
County:	Cass

Alternate Contact

Name:	Hali Durand
Title:	Cass County Planner
Address:	1201 Main Avenue West
City, State, Zip:	West Fargo, ND 58078
E-Mail:	durandh@casscountynd.gov
Phone:	701-298-2375
County:	Cass

REIMBURSEMENT CONTACT INFORMATION

Name and address for where reimbursement payments should be sent to.
If same as Primary/Alternate Contact, please state "Same as Primary or Alternate Contact"

Same as primary or alternate If not, please fill out below.

Reimbursement Contact

Name:

Title:

Address:

City, State, Zip:

E-Mail:

Phone:

County:

Estimated Start Date: Estimated Completion Date:
(Grant recipients have 18 months to complete projects)

*All RTP projects must meet accessibility guidelines in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act. For more information refer to the U.S. Access Board at www.access-board.gov. Look for the Reg Neg Committee 1999 Report: Accessibility Guidelines for Outdoor Developed Areas.

Does the proposed project meet requirements of the American with Disabilities Act and Architectural Barriers Act?

Briefly Explain.

The proposed shared use path will not discriminate against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities, nor will the proposed path deny access to the public.

PROJECT LOCATION

Property Name:

Physical Address:

County:

Legal Description:

Township: Range: Section:

Latitude (in decimal degrees): example: 46.785690

Longitude (in decimal degrees): example: -100.622172

Please use **Google Maps** to find your latitude and longitude.

PROJECT INFORMATION

1. Based on the State Comprehensive Outdoor Recreation Plan (SCORP), please identify the following:

["http://www.parkrec.nd.gov/information/department/attachments/scorp-2013-2017.pdf"](http://www.parkrec.nd.gov/information/department/attachments/scorp-2013-2017.pdf)

Region

Primary: Secondary: Tertiary:

2. Is the scope of the project:

- Construction of New Recreation Trails *Number of miles
- Restoration of Existing Trails *Number of miles
- Trail Extension *Number of miles
- Purchase and Lease of Recreational Trail Construction and Maintenance Equipment
- Development and Rehabilitation Trailhead Facilities and Trail Linkages
- Land Acquisition/Easements
- Trail Accessibility Assesment

*Based on the above checked box, the total mileage of your trail is now:

3. Check all uses the project impacts:

- Walking/Hiking
- Cross-Country Skiing
- ATV Riding
- Bicycling
- In-Line Skating
- Off-Road Motorcycling
- Horseback Riding
- Snowmobiling
- Other

4. Classification of Land:

Who holds the title to the project land?

- State
- Federal
- Local
- Private

Red River Valley Fair Association, Cass County Historical Society, Cass County Government

5. Does any of the project fall within a federal highway right-of-way? Yes No

["http://www.parkrec.nd.gov/recreation/grants/rtp/rtpprojectselection.html"](http://www.parkrec.nd.gov/recreation/grants/rtp/rtpprojectselection.html), click on North Dakota National Highway System Map.

6. Does your project take place within the jurisdiction of one of the three Metropolitan Planning Organizations (MPO): Bismarck-Mandan, Fargo, or Grand Forks? If yes, which one?

- Bismarck-Mandan
- Fargo
- Grand Forks
- No, this project is not within an MPO

Has your project received approval from the MPO? Yes No

BUDGET INFORMATION

Total project cost: \$366,000.00

Total grant amount requested: \$200,000.00

Would partial funding affect the completion of the grant? Yes No

If yes, briefly explain.

BUDGET INFORMATION WORKSHEET

Total Project Cost	\$366,000.00	
Total Grant Amount Requested	\$200,000.00	
Cost Category	Amount	
Land, structures, rights-of-ways, etc.		
Relocation expenses and payments		
Architectural and engineering fees		
Demolition and removal		
Construction	\$366,000.00	
Equipment		
Materials		
Miscellaneous		
TOTAL	\$366,000.00	
Matching Funds		
Source	Amount	Description
Cash Match	\$60,000.00	
Documentation of Donated Equipment Value, SFN 59169		
Documentation of Donated Labor, SFN 59170		
Documentation of Force Account Labor, SFN 59171		
Documentation of Donated Material, SFN 59172		
TOTAL MATCHING FUNDS	\$60,000.00	

Requirement:

Each application must address each of the following requirements in the order they appear below:

1. A project description sufficient to understand the project. Indicate prominently whether this is primarily construction of new recreation trails; restoration of existing trails; development and rehabilitation of trailside and trailhead facilities and trail linkages; purchase and lease of recreational trail construction and maintenance equipment; land acquisition/easements; or trail accessibility assessment. Please explain if the application is for one or more phases of a multi-phase project.

This project is for the construction of a shared use paved path to be used by pedestrians, bicyclists, etc., along Cass County Highway 28 beginning at Main Avenue, continuing to 13th Avenue West, and continuing East to 10th Street West. This project will extend the existing bicycle and pedestrian network of Fargo and West Fargo. An easement not to exceed 25 feet along the eastern border may be required for this project. The project will be completed in one phase.

2. Clearly defined goals for the project (with a delineation of which user groups would benefit from the project).

To enhance outdoor recreation opportunities to citizens and visitors, secure funding to build and maintain outdoor infrastructure, and to connect to existing trails and paths for public use.

3. Costs associated with the project (with estimates of the following components: material/service purchases including hardware, paint, lumber, sand/gravel concrete, landscape materials, signs, design/engineering services, contractor services, equipment rates, equipment costs, and land lease payments). Please reference budget information worksheet, as necessary.

Please see attached estimates.

4. Evidence of local/area support (council resolutions, minutes of public meetings, letters of support, etc.). Evidence of MPO support must be included if applicable.

Please see attached letters of support.

5. Availability/access to 20% match for eligible elements of the project proposal. Matching funds must not be from other federal sources such as Transportation Enhancement (TE) or Transportation Alternatives Program (TAP) through the Department of Transportation. A resolution from the sponsor of the project regarding the availability of funds will be required prior to any award of a grant.

Matching funds will be provided by an agreement between the Cass County Highway Department and the Red River Valley Fair Association equating to the 20% local matching funds for the project.

6. Evidence of applicant capability to carry out project. For development projects, applicant capability to operate, maintain, and protect trail and facilities when completed).

Maintenance will be provided by an agreement between the Cass County Highway Department and the Red River Valley Fair Association through a Pass Through Agreement.

Evaluation Criterion:

All applications must address the following criteria in the order that they appear.

1. Site and project quality: consideration of the needs of the intended trail user group(s); aesthetic quality of the trail location; appropriateness of the trail for the intended or existing uses; clarity, detail, and quality of project plan/design; quality of existing development (if any) on site or in corridor; attention to safety, accessibility and health considerations.

The project will improve the health and well-being of citizens and visitors, contribute to tourism and camping, create access to resources, and the location provides a safe route between campgrounds and fairgrounds and provides a continuation of existing facilities.

2. Public need for and benefit of project: safety concerns, urgency of action, potential to lose the opportunity, number of people who would benefit from the project when compared to cost. Why should this project be funded? How many people could be expected to use the trail over the course of the year as a result of funding the project?

The project will have potential economic benefits to the Red River Valley Fair Association, Bonanzaville, and the Cass County Historical Society by providing access to their facilities and events. Benefits will also be realized by the campground located adjacent to the proposed project.

3. Attention to the potential environmental impact of the project and efforts to mitigate adverse effects: Possible areas of consideration include but are not limited to: noise, odors, dust, surface erosion, fish and wildlife populations, damage to wetlands, or other ecologically sensitive natural resources or historical/archeological remains. All applications are subject to review by the State Historical Society. If sponsor has a recent cultural review letter or document, please include with the application attachments.

No wetlands will be adversely affected, there are no threatened or endangered species in the project vicinity, and no properties adjacent to the project site are on or are eligible to be on the National Register of Historic Places.

4. Impact on adjoining landowners in the vicinity of the project:

Identify adverse impacts that might be realized as a result of completing the project, and how the project design attempts to mitigate adverse impacts. How might the project improve conditions for adjacent landowners?

No adverse impacts have been identified.

ATTACHMENTS

- * A legible copy of the Warranty Deed (project sponsor must have clear title to the project lands through Warranty Deed).
- * Project location map. NOTE: Map should be an aerial view that allows project site and its location to be easily identified. Include street names, entrance site, marked trail and mile markers (use Google Maps).
- * Site Development Plans.
- * Written assurances/leases that confirm the project will be open for public use.
- * If applicable, recent past cultural review letters or documents.

CASS COUNTY HIGHWAY DEPARTMENT

TRANSPORTATION ALTERNATIVE PROGRAM		DESCRIPTION	ESTIMATED QUANTITIES		ENGINEER'S ESTIMATE	
ITEM	SPEC NO.		UNIT	APPROX. QUANTITY	UNIT COST	TOTAL
1	103	CONTRACT BOND	L SUM	1	\$5,000.00	\$5,000.00
2	203	COMMON EXCAVATION - WASTE	CY	2,933	\$10.00	\$29,330.00
3	203	REMOVE AND SALVAGE TOPSOIL	SY	22,000	\$1.50	\$33,000.00
4	302	CLASS 5	TON	1,528	\$22.00	\$33,616.00
5	550	4IN REINF CONCRETE PAVEMENT CL AE	SY	7,333	\$35.00	\$256,655.00
6	702	MOBILIZATION	L SUM	1	\$5,000.00	\$5,000.00
7	704	TRAFFIC CONTROL	L SUM	1	\$1,500.00	\$1,500.00
8	708	SEEDING - TYPE B - CLASS V	ACRE	3.03	\$500.00	\$1,515.00
9	708	MULCHING	ACRE	3.03	\$500.00	\$1,515.00
10	714	PIPE CORR STEEL	L SUM	1	\$2,500.00	\$2,500.00
						\$365,616.00

Assumptions

- Length = 6,600 FT
- 4" Concrete Path - 10' Wide
- 4" Gravel Base
- No clay fill to grade
- Within Existing Right of Way
- No fabric
- Existing grade cut and wasted
- 5 Small CMIPs
- Construction Costs only



*Red River Valley Fair
Association*

December 15, 2014

Cass County Government
Attention: Mr. Jason Benson
1201 Main Avenue West
West Fargo, ND 58078-1301

Dear Mr. Benson:

On behalf of the Red River Valley Fair Association Board of Directors, please let this serve as a Letter of Support for the County Road 28 Shared Use Path.

The Red River Valley Fair Association believes that the construction of a shared use paved path to be used by pedestrians, bicyclists, etc., along Cass County Highway 28 beginning at Main Avenue, continuing to 13th Avenue West, and continuing East to 10th Street West will only enhance the safety of this road structure. This project will also extend the existing bicycle and pedestrian network of West Fargo allowing citizens a safer option to and from the Red River Valley Fairgrounds.

This project will have a potential positive economic benefit to the Red River Valley Fair Association and to the Cass County Historical Society at Bonanzaville by providing access to these facilities for events. Benefits will also be realized by the Red River Valley Fairgrounds Campground located within walking distance of the Red River Valley Fair Grounds facility and adjacent to the proposed project. This shared use path will provide a safer alternative to gain access to other portions of West Fargo. Currently, visitors staying in the campground need to cross through busy parking lots to gain access to these areas.

The shared use path will have social benefits as well. The project will impact the community and neighborhood positively by providing a safe, efficient, connected bicycle and pedestrian network. Individuals will be able to use the shared use path during Red River Valley Fair and Bonanzaville events and when utilizing the campground.

If you should have any questions concerning this letter, please feel free to contact me either via email bryan@redrivervalleyfair.com or phone 701-282-2200.

Sincerely,

Bryan K. Schulz, CFE
General Manager
Red River Valley Fair Association



Office of the Sheriff

Paul D. Laney, Sheriff

December 11, 2014

RE: CASS COUNTY HIGHWAY 28 SHARED USE PATH

To Whom It May Concern:

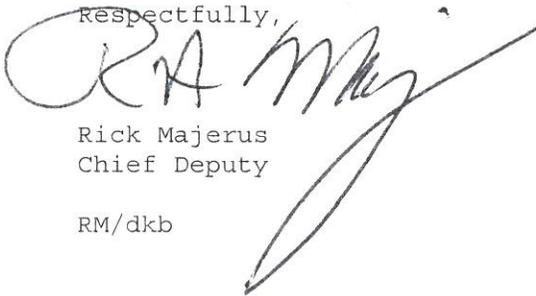
The Cass County Sheriff's Office would like to offer its support of the proposed Cass County Highway 28 Shared Use Path Grant, from Main Avenue to Tenth Street West in West Fargo.

This particular highway is constantly used by a large number of the public attending events adjacent to it. The Cass County Sheriff's Office is tasked with the safety and traffic direction of the public at these events. Injury of the public from a vehicular and pedestrian aspect has been a major concern of the Cass County Sheriff's Office.

As you may or may not be aware, this particular highway has many outlets from parking lots that make it very difficult to facilitate a safe foot and vehicular transgression into traffic. Therefore, any improvement to this road would be very welcomed to the Cass County Sheriff's Office and a betterment to the public.

Thank you in advance for your time and consideration in this matter.

Respectfully,



Rick Majerus
Chief Deputy

RM/dkb

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936



Fargo-Moorhead Metropolitan Council of Governments

701.232.3242 • FAX 701.232.5043 • Case Plaza Suite 232 • One 2nd Street North • Fargo, North Dakota 58102-4807

Email: metrocof@fmmetrocog.org

<http://www.fmmetrocog.org>

December 15, 2014

Hali Durand
1201 Main Ave W
West Fargo, ND 58078-1301

Re: Cass County Hwy 28 Shared Use Path Project

Dear Ms. Durand,

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has reviewed Cass County's proposal to apply for Recreational Trails Program (RTP) funding for a shared use path along Cass County Highway 28 and along a portion of 13th Ave W. Metro COG finds that the proposed project meets the intent of the 2011 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan as it would contribute to providing a safe and continuous bicycle and pedestrian network for all types of groups of users in the Fargo-Moorhead Metropolitan Area.

If you have any questions, feel free to contact Dan Farnsworth at 701-232-3242 ext. 35 or Farnsworth@fmmetrocog.org.

Sincerely,

A handwritten signature in blue ink that reads "Dan Farnsworth".

Dan Farnsworth
Transportation Planner, Metro COG

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05/25/2005 09:40A
13.06
CASS COUNTY AUDITOR

WARRANTY DEED - Corporation to Corporation

THIS INDENTURE, Made this 2nd day of ^{MAY} ~~January~~, 2005, between Cass County, North Dakota, a municipal corporation, grantor, whether one or more, and Red River Valley Fair Association, a North Dakota non-profit corporation, grantee, whether one or more, and whose post office address is P.O. Box 797, West Fargo, North Dakota 58078.

WITNESSETH, For and in consideration of the sum One Dollar (\$1.00) and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

A tract of land situated in the Northwest Quarter (NW¼) of Section 7 in Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more fully described as follows: Commencing at the northwest section corner of said Section 7, thence southerly on the west section line of said Section 7 a distance of 1241 feet to the point of beginning; thence easterly on a 90° deflection to the left a distance of 1100 feet; thence southerly on a 90° deflection to the right a distance of 885 feet; thence westerly on a 90° deflection to the right a distance of 1100 feet to the west section line of said Section 7; thence northerly on the west section line of said Section 7 a distance of 885 feet to the point of beginning. Said tract contains 22.35 acres more or less. Subject to road right-of-way and easements of record.

And the grantor for itself, its successors and assigns, does covenant with the grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, and the above granted lands and premises in the quiet and peaceable possession of the grantee against all persons lawfully claiming or to claim the whole or any part thereof, the grantor will warrant and defend.

IN TESTIMONY WHEREOF, the grantor has caused these presents to be executed in its corporate name by its Chairman of the Board of County Commissioners and its Auditor.

CASS COUNTY, NORTH DAKOTA

By: Darrell Vanuro

Its: Chairman of Board of
County Commissioners

By: Michael Montplaisir

Its: County Auditor

State of North Dakota

County of Cass

On this 2nd day of ^{MAY} ~~January~~, 2005, before me personally appeared Darrell Vanuro and Michael Montplaisir, known to me to be the Chairman of the Board of the Cass County Commissioners and the County Auditor of Cass County, North Dakota, the persons described in, and who executed the within and foregoing instrument, and acknowledged that such municipal corporation executed the same.

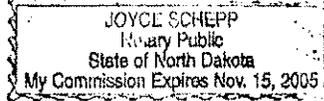


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05/26/2005 09:40A

(SEAL)

Joyce Schepp

Notary Public
Cass County, North Dakota
My commission expires: _____



Grantee certifies that he has filed a report of the full consideration paid for the property conveyed herein with the Secretary of the State Board of Equalization.
Dated this 24th day of MAY, 2005

[Signature]
JONATHAN T. GARMS
AGENT

The legal description was obtained from a previously recorded instrument.



AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
May 25 2005
Taxes and Special Assessments paid
and transfer entered
Michael [Signature] AUDITOR
DEPUTY

RECORDER'S OFFICE, CASS COUNTY, ND 05/26/2005 09:40AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEANNA KENBRUD, COUNTY RECORDER
by Teresa A. Kirby, Dep. 1138215



775755

QUIT CLAIM DEED - Corporation to Corporation

THIS INDENTURE, Made this 11th day of February, 1993, between Red River Valley Fair Association, a non-profit corporation under the laws of the State of North Dakota, grantor, and the Cass County Historical Society, a non-profit corporation under the laws of the State of North Dakota, grantees, whose post office address is Fairgrounds, West Fargo, North Dakota 58078.

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grantor does hereby QUIT CLAIM to the grantee all of the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

That part of the Northeast Quarter of the Northeast Quarter (NE1/4) of Section Twelve (12) in Township One Hundred Thirty-nine (139) North of Range Fifty (50) West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows: Commencing at the Northeast corner of said Section 12; thence South 00°00'00" East along the East Line of said Section 12 for a distance of 145 feet to a point on the South Right of Way Line of U.S. Highways No. 10 and No. 52; thence South 89°59'07" West along said South Right of Way Line of U.S. Highways No. 10 and No. 52 for a distance of 36.50 feet to the point of beginning; thence South 00°02'59" West for a distance of 760.00 feet; thence South 89°54'18" West for a distance of 211.75 feet; thence North 00°12'08" East for a distance of 230.50 feet; thence North 89°53'39" West for a distance of 617.27 feet; thence North 00°01'54" West for a distance of 528.50 feet to a point on said south right-of-way line of U.S. Highway No. 10 and No. 52; thence North 89°59'07" East along said South Right of Way line of U.S. Highways No. 10 and No. 52 for a distance of 829.15 feet to the point of beginning. Said tract contains 11.19 acres, more or less.

IN TESTIMONY WHEREOF, the grantor has caused these presents to be executed in its corporate name by its President and its Secretary-Treasurer and its corporate seal to be hereunto affixed.

Handwritten notes and stamps: "Cass County, ND", "February 11, 1993", "44,292.45", "DEEDS".

Red River Valley Fair Association

By: [Signature]
Rich Spichke, Its President

By: [Signature]
Lois Sullivan
Its: Secretary-Treasurer

State of North Dakota
County of Cass

On this 11th day of February, 1993, before me personally appeared Rich Spichke and Lois Sullivan, known to me to be the President and Secretary-Treasurer of the corporation that is described in, and who executed the within and foregoing instrument, and acknowledged that such corporation executed the same.

Notary Public Seal: "NOTARY PUBLIC", "CASS COUNTY, NORTH DAKOTA", "My Commission Expires Oct 25 1997", "45823".

[Signature], Notary Public
Cass County, North Dakota
My commission expires: _____

Grantee hereby certifies that this deed is exempt from requirements of filing a report of the full consideration paid for the property under North Dakota Century Code Section 11-18-02.2, paragraph 5(1). Dated this 11th day of February, 1993.

jr/fair.wds

[Signature]
President
Cass County Historical Society

DOCUMENT NO. 775755

RECORDING FEE 7.00pd

STATE OF NORTH DAKOTA }
COUNTY OF CASS }
C

STATE OF NORTH DAKOTA } ss.
COUNTY OF CASS }
REGISTER'S OFFICE

I hereby certify that the within instru-
ment was filed in this office for record
on FEB 11 1993

at 11:40 o'clock A.M. and was duly
recorded as Doc. No. 775755

Deanna J. Jensen
REGISTER OF DEEDS

By Arlene Sprunk Deputy

AUDITOR'S OFFICE

STATE OF NORTH DAKOTA, MARCH 9 1993
John H. ...
DEPUTY AUDITOR

Cass County Historical Society
PO Box 719
West Fargo, ND 58078



931507

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06/20/1999 02:01P

CONTRACT FOR DEED

THIS AGREEMENT, Made and entered into this 29th day of April, 1999, by and between Mary Ternquist, a widow, Arvie Ternquist [individually and as surviving joint tenant of Winnifred Ternquist, deceased], and Ordean Rude and Delaine Rude, husband and wife, parties of the first part, and Red River Valley Fair Association, Inc., party of the second part, whose post office address is P.O. Box 797, West Fargo, State of North Dakota 58078.

WITNESSETH, That the said parties of the first part, in consideration of the covenants and agreements of said party of the second part, hereinafter contained, hereby sell and agree to convey unto said party of the second part, its successors, or assigns, by a Warranty Deed, accompanied by an abstract evidencing good title in parties of the first part at the date hereof, upon the prompt and full performance by said party of the second part, of its part of this agreement, the tract of land, lying and being in the County of Cass and State of North Dakota, described as follows:

All that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7) in Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying and being West of Osgood Drain #21 as the same is now located and constructed over and across said quarter section. Subject to right-of-way and easements of record.

And said party of the second part, in consideration of the premises; hereby agrees to pay said parties of the first part, at 4002 24th Avenue South, Grand Forks, North Dakota, as and for the purchase price of said premises, the sum of Five Hundred Thousand and no/100 (\$500,000.00) Dollars, in manner and at times following, to-wit:

\$145,000.00 down payment at the time of the execution of this Contract for Deed, receipt of which is hereby acknowledged, and the remaining principal balance of \$355,000.00 shall be payable on January 2, 2000, together with interest thereon commencing May 15, 1999, at the rate of seven percent (7%) per annum.

Party of the second part shall not have prepayment privileges.

Party of the second part shall have immediate possession of the real property and will be entitled to all income generated by the real property for 1999.

Said party of the second part further covenants and agrees as follows: to pay, before penalty attaches thereto, all taxes due and payable in the year 2000, and in subsequent years, and all special assessments heretofore or hereafter levied upon said premises, also that any buildings and improvements now on said land, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the property of the parties of the first part until this contract shall be fully performed by the party of the second part; and at its own expense, to keep the buildings on said premises at all times insured in some reliable insurance company or companies,



to be approved by the parties of the first part, against loss by fire, windstorm and hail for at least the amount of its insurable value, payable to said parties of the first part, their heirs or assigns, and, in case of loss, should there be any surplus over and above the amount then owing said parties of the first part, their heirs, or assigns, the balance shall be paid over to the said party of the second part as its interest shall appear, and to deposit with the parties of the first part policies of said insurance. But should the second party fail to pay any item to be paid by said party under the terms hereof, same may be paid by first parties and shall be forthwith payable, with interest thereon, as an additional amount due first parties under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second party paid, or should it fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second party kept or performed, the said parties of the first part may, at their option, by written notice declare this contract canceled and terminated, and all rights, title and interest acquired thereunder by said second party, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said parties of the first part as liquidated damages for breach of this contract by said second party, said notice to be in accordance with the statute in such case made and provided. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the parties of the first part of their rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said parties to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said party of the second part hereby specifically agrees, upon demand of said parties of the first part, quietly and peaceably to surrender to them possession of said premises, and every part thereof, it being understood that until such default, said party of the second part is to have possession of said premises.

Party of the second part does hereby assign, set over and deliver to parties of the first part all of second party's right, title and interest in and to rents, issues and profits of the premises and does hereby assign and set over all leases, whether oral or written, now existing or hereafter made and empower parties of the first part to collect the rents as they shall become due and to receipt for the same, and direct each of the tenants to pay such rents as may now be due or which may hereafter

become due to parties of the first part during the term of this agreement. Provided, however, this assignment shall not become effective unless default shall be made in the covenants, terms and conditions of this contract on the part of party of the second part.

Party of the second part shall not assign nor sell its interest in this Contract for Deed without the prior written consent of parties of the first part.

IT IS MUTUALLY AGREED, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall extend, run with the land, and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, The parties hereto have set their hands the day and year first above written.

Arvie N. Ternquist
Arvie Ternquist, Individually, and as
Surviving Joint Tenant of Winnifred Ternquist,
deceased

Mary M. Ternquist
Mary Ternquist

Ordean Rude
Ordean Rude

Delaine Rude
Delaine Rude

RED RIVER VALLEY FAIR ASSOCIATION, INC.

Carol Nelson
By: Carol Nelson, President

State of North Dakota
County of Grand Forks

On this 14th day of May, 1999, before me, a Notary Public, within and for said County personally appeared Arvie Ternquist, individually and as surviving joint tenant of Winnifred Ternquist, deceased, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same.



Richard W. Olson
Richard W. Olson, Notary Public
Grand Forks County, North Dakota
My commission expires: 5-30-99

RICHARD W. OLSON
Notary Public, Grand Forks County, ND
My Commission Expires May 30, 1999

State of North Dakota
County of Williams

On this 17 day of May, 1999, before me, a Notary Public, within and for said County personally appeared Mary Ternquist, a widow, to me known to be the person described in, and who

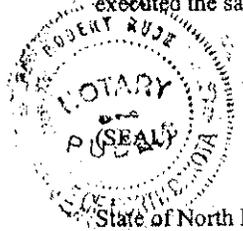


executed the foregoing instrument, and acknowledged that she executed the same.

Robert Rude, Notary Public
Williams County, North Dakota
My commission expires: June 17, 1999

State of North Dakota
County of Williams

On this 17 day of May, 1999, before me, a Notary Public, within and for said County personally appeared Ordean Rude and Delaine Rude, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

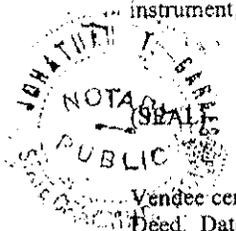


Robert Rude, Notary Public
Williams County, North Dakota
My commission expires: June 17, 1999

State of North Dakota
County of Cass

On this 29th day of April, 1999, before me personally appeared Carol Nelson, known to me to be the President of the Red River Valley Fair Association, Inc., a North Dakota non-profit corporation, and the person who is described in, and who executed the within and foregoing instrument, and acknowledged that she executed the same on behalf of said corporation.

[Signature]
Jonathan T. Garaas, Notary Public
Cass County, North Dakota
My commission expires: 10-25-03



Vendee certifies that he has, or will pay, \$500,000 for the property conveyed in this Contract for Deed. Dated this 24 day of MAY, 1999.

[Signature]
JONATHAN T. GARAAS
AGENT FOR RED RIVER VALLEY FAIR
ASSOCIATION, INC.



AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
May 20 19 99
Taxes and Special Assessments paid
and interest registered.
[Signature] AUDITOR
[Signature] DEPUTY



772632

WARRANTY DEED - Corporation to Corporation

THIS INDENTURE, Made this 6th day of April, 1992, between Cass County, North Dakota, a municipal corporation, grantor, whether one or more, and Red River Valley Fair Association, a North Dakota non-profit corporation, grantees, whether one or more, whose post office address is P.O. Box 797, West Fargo, North Dakota 58078.

WITNESSETH, For and in consideration of the sum One Dollar (\$1.00) and other good and valuable consideration, grantor does hereby GRANT to the grantees, all of the following real property lying and being in the County of Cass, State of North Dakota, and described as follows, to-wit:

All that part of the Northwest Quarter (NW1) of Section Seven (7) in Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, and lying West of the centerline of Drain No. 21, except the following:

From the Northwest Corner of Section 7, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, bear South 89°04'06" East (assumed bearing) along the North Line of said Section 7 for a distance of 1026.21 feet; thence bear South 00°56'05" West for a distance of 120 feet to the Point of Beginning of the tract of land herein described; thence South 00°56'05" West for a distance of 1145.49 feet; thence South 89°11'09" East for a distance of 641.01 feet, more or less, to a point on the West Right of Way Line for Cass County Ditch Number 21; thence northeasterly along said ditch West Right of Way line to a point of intersection with a line that lies parallel with and 120.00 feet south of the North Line of said Section 7; thence North 89°04'08" West along said line for a distance of 952.83 feet, more or less, to the Point of Beginning. Said tract of land contains 22.3 acres, more or less, and is subject to easements of record.

AND

The Northeast Quarter (NE1) of Section Twelve (12) in Township One Hundred Thirty-nine (139) North of Range Fifty (50) West of the Fifth Principal Meridian, Cass County, North Dakota.

And the grantor for itself, its successors and assigns, does covenant with the grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, and the above granted lands and premises in the quiet and peaceable possession of the grantee against all persons lawfully claiming or to claim the whole or any part thereof, the grantor will warrant and defend.

It is further specifically understood and agreed by and between the parties that part of the consideration for this conveyance is that grantor shall be solely responsible for all special assessments heretofore or hereafter levied or assessed against the real property described herein so long as the special assessment improvement project results in the initial certification of the first installment of such special assessment improvement project to the county auditor on or before January 1, 2007. Grantor specifically agrees to pay, before penalty attaches, all installments of any such special assessment improvement project until all installments of such special assessment improvement project are paid in full.

IN TESTIMONY WHEREOF, the grantor has caused these presents to be executed in its corporate name by its Chairman of the Board of County Commissioners and its Auditor.

CASS COUNTY, NORTH DAKOTA

By: Alon Wieland
Alon Wieland
Its: Chairman of Board of
County Commissioners

By: Michael Montplaiser
Michael Montplaiser
Its: County Auditor

State of North Dakota

County of Cass

On this 6th day of April, 1992, before me personally appeared Alon Wieland and Michael Montplaiser, known to me to be the Chairman of the Board of the Cass County Commissioners and the County Auditor of Cass County, North Dakota, the persons described in, and who executed the within and foregoing instrument, and acknowledged that such municipal corporation executed the same.

(SEAL)

John R. Rudolph
Notary Public

Cass County, North Dakota
My commission expires: _____
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires SEPT. 4, 1997

Grantee certifies that he has filed a report of the full consideration paid for the property conveyed herein with the Secretary of the State Board of Equalization. Dated this ___ day of _____, 1992.

jcnrfa13.qcs

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the uses sections exempted by subsection 6 of NDCC 11-18-02.2.

Signed: _____
Grantee or Agent
Date: 11-26-92

AUDITOR'S OFFICE
COUNTY OF CASS NORTH DAKOTA
Number of Deeds 18 92
CURRENT TAXES 0.0000
CURRENT EXPENSES 6,897.60
AUDITOR
DEPUTY

DOCUMENT NO. 772632

RECORDING FEE 9.00

NAME _____
COUNTY _____
GRANTOR _____
GRANTEE _____
DATE _____

STATE OF NORTH DAKOTA }
COUNTY OF CASS }
REGISTER'S OFFICE

I hereby certify that the within instrument was filed in this office for record

on DEC 22 1992
at 3:25 o'clock P. M. and was duly recorded as Doc. No. 772632

Thomas Jensen
Register

AUDITOR'S OFFICE
COUNTY OF CASS NORTH DAKOTA
Number of Deeds 18 92
CURRENT TAXES 0.0000
CURRENT EXPENSES 6,897.60
AUDITOR
DEPUTY

Cass Co. Aud.

Memorandum of Agreement
Cass County Government and Red River Valley Fair Association
Multi-Use Path on Cass Highway 28 from Main Ave to 13th Ave

Background:

Cass County Highway 28 is currently owned and maintained by the Cass County Government from Main Avenue to 13th Avenue at Drain 21/West Fargo city limits.

This highway serves as a connection from Main Avenue to 13th Avenue, but it is the primary access for the Red River Valley Fair Grounds and its accompanying parking lots and campground. During larger events at the Fair Grounds, the parking lots on the east side of Cass Highway 28 do not have an effective way to channel pedestrian traffic to the parallel to the highway to a crossing point. This often leads to pedestrians walking on the narrow highway and increases the safety concerns for pedestrian and vehicles. In addition, there is regular pedestrian traffic from the campground that currently has no route other than the highway or walking across the open fields.

Under the existing conditions, there is not an effective connection to tie a new multi-use path into at Main Avenue. In 2015 the NDDOT plans to complete the reconstruction of Main Avenue from Sheyenne Street to Interstate 94. This reconstruction includes removing the existing frontage roads and building a new multi-use path on the south side of Main Avenue. To the south, West Fargo currently has a multi-use path that runs along 13th Avenue from 9th Street East past Elmwood Park and terminating at Drain 21. With the reconstruction of Main Avenue, there is now an effective connection for a multi-use path along Cass Highway 28.

The most suitable location for the multi-use path is on the east side of Cass Highway 28. The adjacent land is owned by the Red River Valley Fair Association and is used for parking, camping, and agricultural crop land. Cass County currently has 65 feet of Right of Way along the east side of Cass Highway 28.

The current Engineer's Estimate for a 10 foot wide, 6,600 foot long multi-use path is \$365,616.

Provisions of Agreement and Funding: Multi-Use Path on Cass Highway 28 from Main Ave to 13th Ave

- 1) Cass County will submit for a Transportation Alternatives Program (TAP) grant. This grant will cover up to 80% or \$200,000, whichever is higher. The local cost share is 20% or the remaining over \$200,000.
- 2) If the TAP grant is approved:
 - a) Cass County would design, bid, and provide construction management for the multi-use path at no cost to the Red River Valley Fair Association.
 - b) The Red River Valley Fair Association provides up to 25 feet of additional easement along the east side of Cass Highway 28 at no cost to Cass County.

- c) The local cost share for this project will be paid by Cass County and the Red River Valley Fair Association at a 50:50 cost share, up to a maximum of \$60,000 from the Red River Valley Fair Association.
- d) Cass County will be responsible for general maintenance, repairs, and snow removal.
- e) The Red River Valley Fair Association will be responsible for mowing along the multi-use path.

Approved by:

Cass County



Chair, Cass County Board of Commissioners

Date:

1.20.15

Red River Valley Fair Association



President, Red River Valley Fair Association Executive Committee

Date:

1/20/15