



BURLEIGH COUNTY WATER RESOURCE DISTRICT AGENDA

Tuesday, June 11, 2013 – 8:00 a.m.

Tom Baker Meeting Room

8:00 a.m. - Call to Order

- 1. Roll Call (Fleck, Royse, Backstrand, Weixel, Jones)
- 2. **Approval of Minutes of (5-14-13)..... 1-12**
- 3. Financial Reports
 - End of May Financial Data – hand out
- 4. **Approval of Bills Totaling \$13,156.16 (actual bills start on page 111) 13**
- 5. McDowell Dam Recreation Area Updates
 - McDowell Dam Expenses (Forrest/Greg)
 - Update on Building Project (Forrest)
 - Letters to bidders.....14-15
 - Water Permit Applications (Cary)
 - NRCS Dam Watch® monitoring.....16-18
 - Land Lease Renewal – Advertisement (to be sent to the Finder in July)..... 19
- 6. Drainage Complaints
 - Eldin Spier/UTTC – City of Bismarck Letter (Update)
 - **Emery/Koppang (Cary)20**
 - Mark Swenson – U Mary jurisdictional issue (Cary)
 - Country Creek Third Addition – Runnel Road (Previous Problem Area)
 - 5600 Prairie Wood Drive – Thomas Murphy, Lincoln (see email submittal).....21
 - 8736 Mirage Place (New Site)
- 7. Missouri River Flood Hazard Mitigation Studies (Michael)
 - Missouri River Correctional Center FHMP #23 – Next Steps
 - Sibley Area FHMP #26, #27 & #30 – Status
 - Sandy River Drive – Public Informational Meeting May 29th (WRD/County)22-26
- 8. Comments and Discussion from Public
- 9. Break
- 10. Fox Island Flood Control Project (FM #19 & #21) (Michael)
 - Riverside Residents – Draft Easement Provided
 - Alignment levee survey – Floodway Staking
 - Township Roadway Cost Share Option – Alternative Impacts and Costs (Marcus – June)
- 11. Hogue Island Flood Control Project (FM #39)
 - Hogue Island Site Visit.....27
 - Letter from ND SWC re: purchasing the three homes.....28
 - Email correspondence with SWC re: payment process29
 - Property Acquisition Status – Purchase Agreements and Closing dates (Dave)
 - Purchase Agreement (Bolls).....30-39
 - HUD Settlement Statement (Bolls).....40-42
 - Coles Law Firm letter re: Purchase Agreement (Magnus)43-45
 - Coles Law Firm letter re: Purchase Agreement (Bernard) & Title Insurance.....46-57
 - Coles Law Firm letter re: Purchase Agreement (Rodgers) & Title Insurance58-70
 - Demolition Plans – Site cleanup, structure removal and bank stabilization (Michael)
 - Project Development (on hold)

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|------------------------------------------------------------------------------------------------------------------|---------|
| 12. Burnt Creek Flood Control Repair Project (FM #7) – Update | |
| • Email re: Federal funds available | 71 |
| • SWC Cost Share Request letter Submitted..... | 72-83 |
| • Site meeting June – Select a Date | |
| • Bismarck Park District Easements – Meeting Requested | |
| • Cattail Spraying (Craig) | |
| • Sediment removal option with restoration project (?) | |
| 13. Hay Creek Greenway and Sediment & Geomorphic Assessment Update (Craig) | |
| • Phase I Report provided to NDDH – email (did not get presented at last meeting)..... | 84-98 |
| 14. Sunny View Flood Control Project (Michael) | |
| • Richter Meeting – June 26 th (?) | |
| 15. Apple Valley Cooperative Lagoon Project (Travis) - Update | |
| 16. Missouri River Snagging and Clearing (Michael – Larry Kramka) | |
| • Update – NDGF Coordination Meeting..... | 99-102 |
| • Field review scheduled for the week of June 10-14 | |
| 17. Other Old Business | |
| • FEMA Meeting at Bismarck Public Library | |
| • FEMA Community Rating System – Training Seminar (City/County/WRD) – 2014 | |
| • County Commission Report – update (Cary)..... | 103-105 |
| • NFIP Meeting update..... | 106 |
| • Houston Engineering – EJCDC Contract (Ken/Dave/Gordon) | |
| • Records Retention Policy update – (Pending - Records Review) | |
| • Financial Accounting - Status Update | |
| • Apple Creek Industrial Park – Flood Control Levee (Update) | |
| • Apple Creek USGS Gage | 107 |
| 18. New Business | |
| • South 12 th Street Watershed – Stormwater Removal Alternatives (Michael) – tabled from last meeting | |
| • Bruce Livingston request to put road across creek (phone call - no info provided at this time) | |
| • Paperless Initiative – tablets (tabled from last meeting) | |
| 19. Correspondence or Document Information | |
| • Letter re: State Street to Divide and I-94 project..... | 108-110 |
| • Temporary Water Permit 2013-14734 Knife River | 111 |
| • Temporary Water Permit 2013-14751 Burleigh County Highway Department | 112-113 |
| • Temporary Water Permit 2013-14752 Northern Improvement Company..... | 114-115 |
| • Temporary Water Permit 2013-14756 Burleigh County Highway Department | 106-107 |
| • 2013 Annual Briefing Meeting and Executive Briefing for Water Managers | 108-110 |
| • City Recorded Final Plats – emailed | |
| ○ Sunrise Town Centre Addition | |
| • City Minor Subdivision Plats – emailed | |
| ○ Liberty Addition | |
| ○ Hay Creek Meadows 2 nd Addition Replat | |
| ○ Cottonwood Lake 6 th Addition | |
| • City Final Plats – emailed | |
| ○ Kamrose Addition | |
| ○ Hay Creek Commercial Addition | |
| ○ South Meadows | |
| • City Preliminary Plats – emailed | |
| ○ Country Ridge 2 nd Subdivision | |
| ○ Meadowlark Commercial 7 th Addition | |
| ○ Koosman Addition – Version 1 | |

- Koosman Addition – Version 2
- Trillium 4th Addition
- Alexander Subdivision
- Annexations – emailed
 - Section 16, Hay Creek Township
 - KMK Estates 2nd Subdivision
 - Koosman
 - Meadowlark Commercial 7th Addition
- Storm Water Management Plans- Preliminary, Revised & Final– emailed
 - Country Ridge 1st Subdivision
 - Alexander Subdivision
 - Country Ridge 2nd Subdivision

20. List of Bills..... 111

21. Next Meeting: July 9th, 2013

22. Adjourn

Note: Bold Items Require Board Action



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Present: Chairman Terry Fleck, Kathleen Jones, Gordon Weixel, Ken Royse, Cary Backstrand, Commissioner Doug Schonert, Burleigh County Commissioner; Dave Bliss, Bliss & Stebbins Law Firm; Michael Gunsch, Houston Engineering, Inc.; and Mona Livdahl, Personalized Management Services, Inc.

Chairman Fleck called the meeting to order at 8:03 a.m. roll call was taken noting a quorum was present.

Minutes 4-9-13: Gordon moved to approve the minutes as presented, Kathleen seconded. Motion carried.

Financial Reports: End of March financial data was reviewed – no action taken.

Bills: Cary moved to approve the bills in the amount of \$21,566.62, Ken seconded. Motion carried.

McDowell Dam:

McDowell Dam Expenses: Reviewed, no action taken.

Update on Building Project: Forrest noted they received the bids on the project. They originally estimated the cost would be around \$8,500 but the bids came in \$1,500 higher than what was expected. Cary moved to proceed with the increase as quoted in the bid price, Gordon seconded. Motion carried.

Water Permit Application: Cary reviewed the status noting not a lot has changed since we last visited this issue. This application has been on hold since 2008 which was the first permit. We also needed to apply for the flashboards before they would deal with the Apple Creek diversion permit. The flashboard permit was applied for in 2011. Cary noted that the State Water groundwater division has an interim director and Cary will sit down with him and visit about this issue this week.

Land Lease Renewal and advertising: Discussed advertising for bids now as the lease expires in November, 2013. Gordon moved to start the advertising process for written bids, Cary seconded. Motion carried.

Certificate of Liability Insurance Aero Club: Gordon noted everything seems to be in place and this is informational only.

Comments from the Public:

Apple Creek Industrial Park Flood Control Levee Discussion: Michael noted the memorandum on the levee is in the book and reviewed the background on that project. In 1975 or 1977 the owner constructed and platted a dike in the floodplain. Under the new FEMA standards, this levee does not meet design standards, and with the new mapping a larger area goes back into the floodplain. There are also properties that get placed back in the floodway, which when the



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maps are published no development can occur in the floodway. To accredit this levee requires a public entity to maintain it and not a private entity. The WRD can create a project and assess it but it would then be the District's to maintain and operate. Michael noted that the BCWRD could entertain a petition from the landowners and accept a bond to pay for the engineering costs to evaluate what it would take to accredit this levee. After the analysis is completed the petitioners could decide if it is feasible or economical to proceed. The levee recertification requires an internal drainage plan. The levee is on a single lot, Lot 20 Block 4, which is owned by Mr. Art Mariner. Mr. Mariner noted he has an issue with the fact that it was approved years ago and now they are coming back to them saying it is not approved. Michael noted federal regulations govern this and it was recognized as flood protection, never approved. On a 100 year event you need 3 feet of freeboard, which this levee does not have. Mr. Mariner asked about a grandfather clause, it was noted the Federal criteria do provide for this. Cary noted the main difference is that they would have to have flood insurance. The larger concern is that development is restricted in this area. Ken noted the bigger problem is the moving of the floodway versus the floodplain. Michael noted the floodway will be relocated with the levee accreditation. Ken asked if there is an appeal process - noted yes, but it is a difficult process. Ken noted there were five structures in a floodway and asked if they are required to be moved. They will not need to be moved, their flood insurance will cost more. Noted the appeals process won't resolve the situation for the residents. The next step to this is the Board is in the position to entertain a petition to determine the ability to reaccredit that levee. Discussed setting a bond to the engineer's evaluation cost to determine if we want to proceed or leave it as is, in which case the board can recover costs, should the project not proceed. Commissioner Schonert asked if they chose to do nothing, if that was an option – it was noted they could and it would be cheaper, other than those in the floodway. You can't build in a floodway - but those already there can remain. If the levee is reaccredited the insurance requirement would be removed. If the dike is certified, the rest of the lots could then be developed as well. Michael noted nothing would happen until a petition is filed and the Board elected to proceed. Mr. Mariner noted they would need a cost before they go to the landowners to obtain signatures. Michael noted that with consensus he would work with Mr. Mariner and Marcus Hall to get this going by the July meeting. Michael noted the geotechnical is generally an expensive component. It was the consensus of the board to approve Michael working with Marcus Hall and Mr. Art Mariner.

Drainage Complaints:

Eldin Spier/UTTC: Cary updated noting the new wrinkle in this is the hotel coming in on this property. Michael noted that the hotel is going in on the North side of property and should not create problems. Mel Bullinger was present and noted he has not heard back from United Tribes yet, however he had given them until the end of this week to reply.



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Patrick Smith: Informational only - letter regarding withdrawing complaint.

Emery / Koppang: Cary updated noting that we had provided the Emery's a suggested plan as the watercourse was plugged by their building of the home, and they have come back with another plan which at this time is insufficient because it does not adequately address the issues related to the complaint. Cary noted he hasn't seen any surveying, depth or anything else other than the letter from H&H Landscaping & Irrigation. Michael noted the determination by the Board, then noted going through the approach route has to have township approval. In order to evaluate this Marcus as well as the BCWRD would need to have the engineering specifications and design criteria reviewed. Mr. Emery was present and stated that it has been 2-1/2 years and he would like assistance from the Board to get this issue done. Mr. Emery stated that they do not have an engineer and surveyor yet as they would like to get our approval first as to whether they go with the H&H plan or the BCWRD'S plan. Cary noted that he has not received any plans back yet to fully evaluate if this will take care of the problem. Cary noted we have an order issued and it has not been resolved. Mr. Emery felt he is not receiving any assistance from the Water Resource District. Cary questioned what assistance he wants. Noted he wants Michael to come out, Cary noted we have done that and have provided him with a plan and noted that we have a standing order out there that has not been complied with. Trish Emery asked if the order can be changed. Chairman Fleck noted the concern is that we have not seen their plan we received the letter from H&H stating they have a plan but we haven't seen it. Mrs. Emery felt that they did not want to hire a surveyor and engineer if we did not approve the plan.

Michael noted that the plan presented by H&H Landscaping is not adequate for this Board based on the complaint filed and stated that the issue is the violation of the statute. Michael noted that from the very beginning Chairman Narum was out to the Emery & Koppang homes and suggested a solution, the County was out as well and suggested a solution as well as everyone else and the solution and cost is always been in the Emery's hands. Mr. Emery asked if they have permission to go on Mr. Koppang's land to get this fixed. Michael noted that if we are talking about the original plan we no longer may have permission from the other landowner, at one point in time we had concurrence from Mr. Koppang but he is not certain as of today because of the changes and actions of both parties. Michael also reiterated that it is not this Board's obligation to resolve this issue. Mr. Emery asked if they could use the county's consultant engineer to look at the plan as well as Marcus Hall. Cary noted that we have already surveyed it and spent county funds to survey and develop a plan which they are not using and now they want to go another direction and felt he could not in good conscience spend any more of the county's money to do this. Mr. Emery noted he is asking them to come out to see if it is feasible to see if it should be surveyed. Discussed the H&H plan noting the Board has not seen anything other than a letter. Mrs. Emery noted they are not going to get it surveyed and spend their money on something we will not approve. Cary noted we did not look at the route they are talking about as it looked higher, but we won't know without a survey. Chairman Fleck



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reiterated that the Water Resource District has done everything they can to help resolve this. Mr. Emery felt they aren't and stated he is done with us and walked out of the meeting. Mrs. Emery stayed asked about the permits they received from the County noting the guy that issued the permits did not know where the waterway was, so how should they know. Mrs. Emery also questioned why they needed permits if they don't hold up. Mrs. Emery noted they obstructed the waterway and said she has talked to different people and water boards and it is ok to flow around their home. Michael Gunsch noted the determination that it is a watercourse was determined by the State Engineer and the obstruction that was created is the issue that has to be resolved. There were multiple conversations in advance of this meeting as far as resolving this including constructing something on Mr. Koppang's land, which he was willing to do, noting he is equally as frustrated with this, and some of the other neighbors are as well. As for the plan they have submitted it is viable, however there are multiple things that need to be done and were noted to the Emery's in an email but Mr. Emery was not happy with them and he did not agree. Michael stated that as far as the new plan is concerned, permits are required from the township. Mrs. Emery stated that they did not want to spend money on something that won't help them. Mrs. Emery again complained about the sump pump of Mr. Koppang's noting that it would be dry if he did not use his sump pump. Mrs. Emery asked if anyone else from the Board has been out there, it was noted they haven't been out there but have seen the pictures. Cary noted that originally everyone was in agreement and Mr. Koppang signed to allow the ditch to be partly on his land, as a volunteer thing, but they ended up not doing this as the Emery's refused to sign the agreement and the Board ended up issuing an order as the watercourse is obstructed and that has to be resolved. Cary noted the route we gave required far less earthwork, and seemed to be the easier way of doing this and resolving the issue. Mrs. Emery asked why they needed an easement. Michael noted that the reason for the easement is because relocating the watercourse on the neighbor's property is due to the fact if the current owner sells and the new owner doesn't like the watercourse, the Board suggested developing an easement so there is a formal agreement on record. Dale Hoff was present and noted he helped to build the house and asked again how a bobcat trench became a natural waterway. Mr. Hoff noted that prior to the trench, the water flowed naturally. Michael noted an analysis was done and a determination was made by the State Engineer that this was a natural watercourse. Michael noted if you look at the historic information that is where the determination was made that this is a natural watercourse. Mr. Hoff noted that the water always flowed this way and if it didn't the county would not have put the culvert in straight across. Michael noted that the culverts are sometimes put in at an angle, but most are straight across based on costs. The bottom line is that a determination was made that this is a natural watercourse and it has been obstructed.

Dave Bliss covered the legal issues noting that there was a filing done more than a month late by the Emery's of an appeal. Cary noted that we will continue to proceed with the legal process as it is already been started. The other issue is H&H's plan which we will look at but we need to



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see the plan and are willing to look at it but they need to provide us with the specifics on that plan. Mr. Hoff noted that they have asked to go from Point A to Point B from the culvert to the back of Emery's land. Michael noted that if they had Mr. Koppang's permission to do this it would be ok. Mr. Hoff asked why they can't give the plan to us and we dictate that he has to follow this. Chairman Fleck asked if he felt Mr. Koppang would accept this proposal. Mr. Hoff indicated he wasn't sure, but he did in the past. Mr. Hoff stated that they spoke to Mr. Koppang's wife one night, and the next thing they heard was that Mr. Koppang told us they threatened his wife. Cary refuted this account stating the BCWRD had no knowledge of this happening. Cary asked if this is the same plan as was submitted by H&H. Mr. Hoff noted it is not. Michael reviewed the concept plan noting that Mr. Koppang still needs to agree to this plan. Mr. Hoff again asked for this Board's help in talking to Mr. Koppang. Michael noted those conversations were had and we had Mr. Koppang's permission, however the Emery's did not sign. Ken asked that we designate Michael and Cary to revisit with Mr. Koppang to make one more effort. Michael noted we have three proposals on the table, one is Point A to Point B; the second is the original plan the board suggested, and the third is the H&H plan. The first and second plan needs Mr. Koppang's approval. Michael noted whichever plan they can get to work, we need to move forward. Mr. Hoff noted that they are asking our help in getting Mr. Koppang's approval again. **Ken moved to allow Michael and Cary, as our delegation, to revisit the issue with Mr. Koppang based on the discussion today to see if the options proposed today can be approved. Kathleen seconded.** Chairman Fleck noted that based on his schedule, he will also attend if possible. Cary questioned the legal procedure going on now. Mr. Hoff noted that if we resolve this with the Koppangs, they will withdraw the court issue. Dave Bliss noted that we still have to file the record on appeal and noted that we have been telling them this for two years on how to resolve this and we can't approve without the engineering specifications. Chairman Fleck noted that he wants the understanding to be that we will try to talk to Mr. Koppang, but the onus is on the Emery's to get this done. A roll call vote was taken:

Gordon: Aye

Cary: Abstained

Ken: Aye

Kathleen: Aye

Chairman Fleck: Aye

Motion carried.

Break at 9:45 - reconvened at 10:00 a.m.

Mark Swenson University of Mary drain: Cary noted he looked at the issue and the crux being that the University of Mary is developing apartments, the issue is that the developers have not looked at drainage down to the river but rather only through the highway ditch. Mark Swenson was present and provided the background: In early April this year the property owners in the



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rural residential subdivisions north of the University of Mary discovered that the University had started construction on two 12-unit apartments within the Rockstad Subdivision. The University is now requesting to replat and rezone the rural residential subdivision. The University has requested to change the zoning to P Public of the south portion of Rockstad Addition and other agricultural zoned lands surrounding the University. Large public buildings and associated parking lots are allowed on P Public zoning and generally not allowed on rural residential properties. The University plans to house 97 students as part of this development of the Rockstad Addition.

The stormwater flows from the University development and the north end of the University property ultimately travel through our private rural residential subdivisions. The storm water from the University development is directed into the west right of way ditch of Highway 1804 or directly onto my neighbor's property. The stormwater permit was approved by the City without detention. The stormwater travels part way down the Highway 1804 right of way ditch, the storm waters are captured by two highway culverts and directed through our subdivisions. Our private infrastructure (ditches, culverts, and swales) were re-sized a few years ago to attempt to handle additional water currently being directed through our properties from the highway improvements. The University's planned improvements (parking lots, buildings, etc.) will further aggravate this situation. Additional buildings and parking lots are planned for the future.

The landowners have notified the University of their concerns. They stated they were not aware that their flows ultimately travel through rural residential private properties and would have their engineer investigate. According to my last phone call with the University, there is no plan to investigate. The City has asserted that they do not have responsibility once the flows reach the highway ditch.

After construction of the Highway 1804 improvements in 2009/2010 the landowners noticed additional flows into the subdivision which resulted in overflows over the gravel private access road and erosion in the ravine where the water is directed. I have spent over \$5000 elevating a portion of the road and adding an additional culvert. Norman Lien, my neighbor, deepened the ditch through his property. The ability to deepen or widen the private ditch is limited due to site features (power poles, utility boxes, bushes, etc.). A University of Mary fiber optic cable prevents further deepening of the ditch in certain areas. We are concerned about the ability of our facilities to continue to receive additional flows especially since the City waived the requirement for detention from the University of Mary. Mr. Swenson is requesting a review of the City of Bismarck's Stormwater Permit approval and offer commentary or directives for dealing with the urbanization of rural residential properties.

Cary noted he did look at it and does not know where our jurisdiction lies as we are within the two mile jurisdiction of the City. Cary noted that Mr. Swenson hasn't filed a complaint and noted the potential for runoff is there, so does not know where our jurisdiction is. Cary



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suggested that all the entities should get together to see where they are at. Michael asked if the run off effects the property or the access. Mr. Swenson noted that it affects the roadway. Mel Bullinger, City Engineer was present and stated that the City of Bismarck did get a site plan for that development from Swenson and Hagen. The stormwater report is dated 2-3-13 and shows no increase in proposed runoff from this facility into the highway ditch and the report is signed. Mr. Bullinger noted they checked with the DOT (Department of Transportation) and their policy is not to deal with individual developers, but rather the City to permit work in the right of way. Mr. Bullinger also stated that they did speak to the DOT and they are comfortable with this project. Michael noted that the only minor change is the change in volume vs the flows. Michael noted that this is not a jurisdictional issue before the Board. Mr. Swenson noted he was given the permit and not the plan noting that it is different. Mr. Bullinger noted that at this time it is a permit not a plan and covers the same detail that they would get for any other site application. Mr. Swenson noted he was given the permit and no analysis was done. Michael noted that for Board consensus that from a site analysis standpoint there is no need to look downstream, but perhaps Cary and Michael can do an analysis of the documents to see if there is a jurisdictional question. **Kathleen moved to approve having Michael and Cary do an analysis of the documents to see if there is a jurisdiction question. Cary seconded.** Dave Bliss noted he does not see jurisdiction relevance at this point and asked that Mr. Swenson seek legal help. Mr. Swenson noted he did not feel they followed the ordinance and if they did not do this, asked if the only recourse is to do a civil case or if this Board could review. Chairman Fleck called the question. **Motion Carried.** Chairman Fleck noted we will do this in steps and step one is to take a look at it first.

Hogue Island Flood Control Project:

Property Acquisition Status – Purchase Agreements and Closing Dates: Dave noted Rod and Laurie Boll have title work done and just need to work on the checks for payment including the 75/25 distribution.

Letter to Todd Sando 5-3-13 re: acquisitions: Michael reviewed noting that the WRD sent a letter to Todd Sando regarding the acquisitions noting three of the homeowners are ready, however they are awaiting a determination from FEMA. John Paczkowski noted as long as we get a signed letter either from Dr. Bernard or FEMA, they can proceed. Dave noted we have not received a written response from the SWC regarding this position. Michael stated that they won't send this until they get Dr. Bernard's letter. Dave felt that by the end of this week we should either have FEMA's decision or Dr. Bernard's letter, so at the end of this week we should be able to execute the purchase agreement.

Scope of Work and Specific Authorization for Demolition Plans: Michael handed out the Engineering Services Agreement Special Authorization No. 21 which produces the final design and bid documents and to provide engineering services during the bid period and through the



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construction for the site restoration, including the removal or demolition of four residential homes and bank stabilization along the proposed Hogue Island flood control levee site. In talking Kevin Pfeifer, Auctioneer, his recommendation was to get sealed bids and provide the time and place to open the bids, at that time, the bidder could up their bids.

Kathleen asked that when selling, if there is damage if that the responsibility of the landowner. Michael noted no seeding of the site will be done until after the removal, though there will be temporary measures on the site. Noted if they don't move it within the time frames, they can either ask for an extension or the Board can demolish the structure if no action is taken. Dr. Bernard asked just to get this done and noted he is willing to sign a paper if that helps. **Kathleen moved to accept Special Authorization No. 21, Cary seconded. Motion carried.**

Karen Hogue was present and noted that she represents Peter Hogue and noted her concern is when they take out the house out of the river if stabilization of the bank is going to reflect all this work. Michael noted that the bank stabilization that was done by the Corps of Engineers has provided the bank stabilization for three of the homes, this authorization and work does include the stabilization in front of the Magnus' property. Mrs. Hogue noted she also would like to get this done before the freeze.

Missouri River Flood Hazard Mitigation:

Missouri River Correctional Center: Michael will visit with Dave Krabenoft about the funding now that the legislative session has ended.

Sibley Island Area: Michael reviewed noting they have had additional meetings and took a cursory review of the alternatives through the park area. This project is ongoing.

Sandy River Drive: The Public Informational Meeting will be held May 29th in the Tom Baker Meeting room. Two separate meetings will be held for the residents North and South of Burnt Creek Loop.

Fox Island Flood Control Project:

Action of City Commission to Table: Discussed the Bismarck City Commission's vote to table Riverwood Drive and Mills Avenue Project due to landowners concerns on the cost and the breakdown of the assessments. It was noted that this project should be approved at the next Bismarck City Commission meeting.

Letter to Mayor Warford on Riverwood Drive and Mills Avenue project: No further discussion, noted this was a letter from the district showing their support for the project.

Riverside Residents requests from meeting: Michael reviewed noting the meeting went well. A few requests were noted, one which was the draft easement document.. Michael noted that



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with the Board's concurrence, they will share a draft easement with the residents, the other request was that they would like the floodway staked so they can see where the levee will be placed. **Cary moved that we accept both these requests, Kathleen seconded.** Michael noted they will have this completed by the next meeting. **Motion carried.**

Township Roadway Cost Share Option: Noted in the meeting, discussion was held on the roadway Marcus might construct if the levee project was not completed. Michael noted that a number of alternatives were discussed, but since Marcus has not been available we were unable to review these alternatives with him. Michael will get back to the Board in June regarding this.

Burnt Creek Flood Control Repair Project:

SWC Cost Share Request: Michael did not feel the NRCS will be able to cost share and recommended that the BCWRD send the draft letter to Todd Sando at the State Water Commission to see if this project is eligible for cost share. State money is at 60/40 for flood control versus 75/25 for the federal cost share. Terry asked if there would be a mechanism that if the feds get the money if we could go back. Michael noted that until such time as you advertise for bids, if Federal monies became available you can proceed with federal funds vs. state. Consensus to proceed with the request for cost share.

Site meeting: Michael noted he is still working on setting up a site meeting for the Board later in May or June to see the Project and the damage that had occurred.

Bismarck Park and Rec District Easements: It was noted that BCWRD owns the levee but not the land that the repairs will be completed on, we need the Bismarck Parks and Recreation District's approval as we will be working on their property.

Cattail spraying: It was noted the channel needs to be sprayed for cattails, a notice was sent out to see if the contractor is available.

Hay Creek Greenway and Sediment & Geomorphic Assessment Update: Michael reported that the Final Phase I report has been completed and provided to the Health Department.

Sunny View Flood Control Project

Landowner Letters: Copies of letters to landowners were provided. Additional information was provided to the landowners and they seem to be on Board with the exception of the Richter's at this time.

Richter's Meeting: The Richter meeting has been scheduled for May 16th, however due to health issues with their attorney the meeting needed to be rescheduled for June.



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Apple Valley Cooperative Lagoon Project: Cell No 2 is still draining. Load restrictions are now off. They will start work in the next week or so. Once cell 2 is restored, they need to drain Cell 1 into cell 2 and continue the rehabilitation work.

Missouri River Snagging and Clearing: Michael reviewed noting a meeting was held on May 4th no specific scope of services was developed, however we are moving forward. Michael has had conversations with Ralph Gabrysh with Lake Oahe to hopefully get on the waters before June to review the situation. Discussion was to take out the Game and Fish, Corp of Engineers and all entities to get consensus on which trees will be removed, etc. as well as any WRD members that would like to attend. Consensus to let the professionals go as priority. Michael noted one complication is the State Water Commission is meeting in June and typically they ask for 30 days in advance on cost share and Micheal noted he has no idea on the cost at this time. Two key issues will be getting the cost share in on time, and second participation from the entities involved, Morton County, Burleigh and Lower Heart. Another issue is that if it is over a certain amount there is the possible need for a benefit cost ratio determination. Terry felt that we should provide consensus to Michael to work with Todd Sando on this project. Consensus of the BCWRD is to move forward on this project.

Old Business:

FEMA Community Rating System: Michael noted he has not heard anything back on this.

County Commission Report: It was noted that Terry won't be around on the 20th of May which is the next Burleigh County Commissioner's meeting, and the next meeting is June 3rd. Cary noted that he would be able to attend on the 20th.

Letters to engineering firms: Informational only, these are copies of the letters sent to the firms who responded to the BCWRD's request for proposals for engineering and technical assistance for water resource and water management projects.

Records Retention: Noted that this is on hold until the summer when things slow down somewhat. Chairman Fleck noted that he attended a conference whereas the speaker had a city disseminated by a tornado and felt that the record retention was an issue. Discussed the importance on record retention practices.

Financial Accounting: Mona updated noting that the bank account was set up and May 10th was the cutoff for Kevin and Clyde doing the books. A few details need to be ironed out, but it is moving forward.



BURLEIGH COUNTY WATER RESOURCE DISTRICT MINUTES

Tuesday, May 14, 2013

Tom Baker Meeting Room – City/County Building

New Business:

Apple Creek USGS Gage: The USGS has noted this gage will be continued.

Storm Water Reviews: Michael noted this is an update and he commented on The Ranch and Apple Creek Ridge as per Marcus' request.

South 12th Street Watershed: Deferred until next month

Country Creek Addition Keith Fleck Runnel Road Drainage concern: Country Creek 3rd continues to have issues - Dan Shreiock and Marcus Hall, County Engineer will get together with Michael to see what can be done.

Paperless Initiative: - Tabled.

Correspondence on Document Information:

SOV 1841 & 1843: Michael noted that these letters were submitted as per the comment period for Solicitation of Views on the Tschider applications for a boat dock and intake residential irrigation system.

With no further business the meeting adjourned at 11:50 a.m.

A handwritten signature in cursive script that reads "Mona Livdahl".

Mona Livdahl,
BCWRD Secretary

BCWRD Invoices

6-11-13

| Name | Project | Invoice | Amount | Code |
|------------------------------|-------------------------------------------|---------------|--------------------|------|
| Bismarck Parks and Rec | April | | | 904 |
| Bliss & Stebbins Law Firm | Legal | 13542 | \$5,807.63 | 312 |
| City of Bismarck | Rent - May | May | \$95.33 | 335 |
| Houston Engineering | Hay Creek Greenway | 15478 | \$3,482.00 | 953 |
| ND Guaranty & Title | 9750 Island Road (Owners policy & Search) | B110479-1 | \$1,331.00 | 910 |
| ND Guaranty & Title | 9700 Island Road (owners policy & Search) | B110879-1 | \$1,053.00 | 910 |
| Personalized Management Svs. | May Secretarial services | 5178 | \$831.25 | 112 |
| Personalized Management Svs. | Emery file and transcription | 5178 | \$232.50 | 112 |
| Personalized Management Svs. | May Treasurer services | 5178 | \$93.75 | 112 |
| Personalized Management Svs. | suplies | 5178 | \$229.70 | 411 |
| | | TOTAL: | \$13,156.16 | |

B

To: Menards
Attn: Evan Pasicznyk
3300 State Street
Bismarck, ND 58503

Date: May 16th, 2013

Re: Acceptance of Quote

Please consider this as Bismarck Parks and Recreation District's acceptance of Menards quote for the building material list for McDowell Dam.

The price quote summary is provided for your information.

Menards: \$ 10,000.00

ProBuild: \$ 10,518.03

Work on the project will begin as soon as we can get the material. Please contact myself at 701-222-6464 or Forrest Ecklund at 701-400-5483 when the material is ready.

Sincerely,

Rod Knutson
Foreman

CC:
Greg Smith, Operations Director
Augie Ternes, Finance Director
Forrest Ecklund, Caretaker McDowell Dam

To: ProBuild
Attn: Tim Fjeldahl
PO Box 39
Mandan, ND 58554

Date: May 16th, 2013

Re: Acceptance of Quote

The Bismarck Parks and Recreation District has accepted the lowest quote for the building material list as provided by Menards.

The price quote summary is provided for your information.

Menards: \$ 10,000.00

ProBuild: \$ 10,518.03

We thank you for your time and effort in submitting a quote for this project. If there are any questions on this project please contact me at 701-222-6464.

Sincerely,

Rod Knutson
Foreman

CC:
Greg Smith, Operations Director
Augie Ternes, Finance Director
Forrest Ecklund, Caretaker McDowell Dam

5.15.13 to
Emailed to
Terry & Michael



Natural Resources Conservation Service
PO Box 1458
Bismarck, ND 58502-1458

May 8, 2013

Terry Fleck, Chairman
Burleigh County Water Resource Board
1811 E Thayer Ave.
Bismarck, ND 58501

Dear Chairman:

The Natural Resources Conservation Service (NRCS) is currently overseeing the implementation of a web-based dam monitoring tool called DamWatch[®] for all NRCS-assisted project dams. This tool will enable NRCS staff, project sponsors, and other selected users, to efficiently manage and access data and other pertinent information associated with all of the local watershed project sponsor dams. DamWatch[®] will provide real-time monitoring of potential threats to dam safety, including rainfall events and seismic activity. A fact sheet that provides an overview of the DamWatch[®] system is attached.

Our records show that following dam(s) is/are located in your county, or are under your jurisdiction:

- McDowell Dam

We have been asked to designate field-level NRCS and sponsor staff who will be users in the DamWatch[®] system by June 1, 2013. For each user, the following information is needed:

- First and Last name
- Entity represented
- Email address
- Fax number (if alerts are desired to be received by Fax)
- Cell phone number (if alerts are desired to be received by cell phone text)
- Cell phone service carrier (example: AT&T, Verizon, etc.)

This information will only be used with the DamWatch[®] system and will not be shared with anyone else.

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Terry Fleck, Chairman
Page 2

Please send the above defined designated user(s) information for your agency to:

Scott Davis, NRCS
P.O. Box 1458
Bismarck, ND 58502-1458

If you prefer to e-mail this information or if you have further questions, contact scott.davis2@nd.usda.gov, or (701) 530-2087.



DENNIS REEP
State Conservation Engineer

Enc.

cc:
Mary Podoll, State Conservationist, NRCS, Bismarck, ND
Jay Fuhrer, DC, NRCS, Bismarck, ND
Stuart Blotter, ASTC (FO), NRCS, Jamestown, ND

New Dam Monitoring Tool will soon be Available to Watershed Project Sponsors

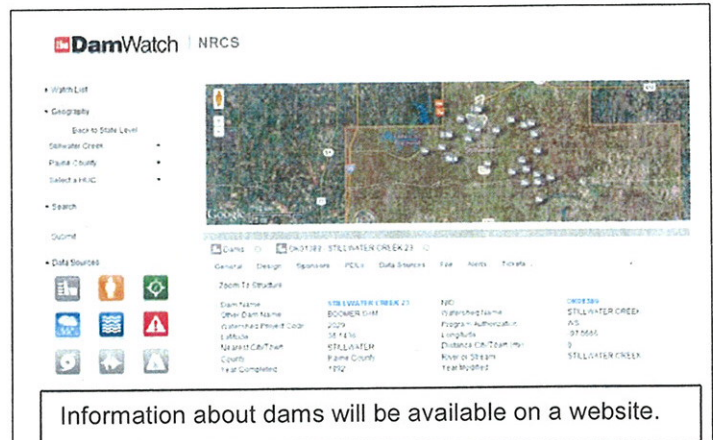


DamWatch® is a new dam monitoring tool that will soon be available for watershed project sponsors and the Natural Resources Conservation Service (NRCS) to monitor NRCS-assisted flood control dams.

Local watershed project sponsors have constructed 11,800 flood control dams across the Nation with NRCS assistance.

As these dams age and homes, businesses, and highways are constructed downstream, it becomes increasingly important to use all possible means to monitor and manage the dams to ensure they function as they were designed and that they remain safe.

To assist project sponsors in this monitoring effort NRCS has entered into an agreement with USEngineering Solutions Corporation (USES) to provide a web-based monitoring tool named *DamWatch* for NRCS-assisted project dams. This tool will provide real-time monitoring of potential threats to dam safety including rainfall events and seismic activity.



Information about dams will be available on a website.

DamWatch alerts essential personnel via electronic medium such as email, text message, or pager when dams are experiencing a high rainfall or earthquake event. This allows for resources to be allocated at the right time and place.

DamWatch also provides a “one-stop” source for critical documents, databases, and geospatial information through an interactive Web interface. This will allow NRCS and watershed project sponsors to more efficiently manage and access important project dam information such as as-built plans, operation and maintenance agreements, emergency action plans, inspection reports, photos, videos, assessment reports, etc. on a *DamWatch* Web site.

NRCS is currently loading information about dams into the *DamWatch* system. Project sponsors may be asked to assist in providing information such as as-built plans, operation and maintenance agreements, and emergency action plans. NRCS plans to have this part of the project completed by March 2013.

DamWatch can be an effective and important tool for project sponsors to utilize in managing their watershed projects. Watershed project sponsors can contact NRCS to learn more about *DamWatch*, how they can become involved in the project, and how they can utilize *DamWatch* to better monitor and manage their dams.

Although NRCS personnel may elect to receive alerts this does not change the roles and responsibilities of the sponsors or NRCS. The sponsor is still the responsible party for monitoring the dams and notifying authorities during an emergency situation. NRCS may be available to provide assistance upon request from the sponsor.



This fact sheet was developed for the USDA Natural Resources Conservation Service by the National Watershed Coalition. USDA is an equal opportunity provider and employer. December 2012



WRITTEN BIDS will be accepted by the Burleigh County Water Resource District (District) for the cultivation and cropping of approximately 76 acres at McDowell Dam in Section 27-T139-R79 until 5 pm, August 9, 2013. The lease will be for three years and will expire on November 1, 2016. Bidders shall visit the site to determine the suitability of the land and any need for site preparation prior to the seeding. The successful bidder shall use the land for cropping purposes and shall not be subleased without approval of the District. The successful bidder will receive any Freedom to Farm Act payments and will be expected to practice farming methods that control weeds and maintain field smoothness. The bid submitted should be for a total of three years, taking into consideration the cost of possible breaking up the ground prior to seeding. One-third of the total bid price will be due no later than June 1st of each year the lease is in effect. The District reserves the right to reject any and all bids. Bids should be submitted to the Burleigh County Water Resource District, 1811 E. Thayer Avenue, Bismarck, ND 58501. Phone: 701-222-3499.

Please print the above ad in the Finder July 19 and July 26th in the agricultural section. The bill can be sent to:

Burleigh County Water Resource District
1811 E. Thayer Avenue
Bismarck, ND 58501

David R. Bliss
Attorney at Law

Jackie M. Stebbins
Attorney at Law

Michael A. Mulloy
Attorney at Law



Catherine A. Bliss, CLA
Certified Legal Assistant

Erica L. Pullen
Legal Assistant

May 30, 2013

Mr. Dan Emery
7245 Russell Road
Bismarck, ND 58501

RE: NOTICE OF DECISION AND ORDER
Complaint of Obstruction of Natural Watercourse
Lot 7B Block 2, T-J Ranch Estates, Gibbs Township, Burleigh County
Status of Appeal/Notice of Estimated Cost of Record Preparation

Dear Mr. Emery:

On April 17, 2013, I sent you a letter by which I informed you that the May 1, 2013 deadline in the above-mentioned matter remained in force, and that you had failed to follow the procedures required under North Dakota law for an appeal of the District's decision. Since that time, I discovered that you did, in fact, file an appeal with the District Court Clerk long after the allowable period for such an appeal. You did not serve notice upon the District as required by law nor did you file and serve specifications of error upon the District, also required by law.

Nonetheless, now that the District has notice of your filing, I wish to inform you that the estimated cost of preparation and filing of the entire record of the proceedings before the District is in the amount of \$450. Please make arrangements for payment of this amount to the Burleigh County Water Resource District. Upon the District's receipt of this payment, the District will then prepare and file an original or certified copy of the proceedings with the district court clerk.

I understand that you do not now have legal counsel to represent you in this matter. Should you retain counsel, please let me know immediately and I will thereafter communicate only with your attorney.

Sincerely,



DAVID R. BLISS

DRB:

BCWRD Legal Counsel

cc: Terry Fleck, Chairman BCWRD (by electronic mail only)
Chris Koppang
Houston Engineering, Inc. (by electronic mail only)

Mona Livdahl

From: tjmurphy@nd.gov
Sent: Wednesday, May 29, 2013 12:03 PM
To: mona@midco.net
Subject: BCWRD Contact Us Form

First Name Thomas
Last Name Murphy
Address 5600 Prairiewood dr.
City Bismarck
State North Dakota
Zip Code 58504
Email tjmurphy@nd.gov

Hello,

I am contacting you in regards to a recurring drainage issue in the prariewood development south of Lincoln, ND. Approximately 8 - 2 acre lots flood every spring due to lack of retention and improper drainage grades. I am the owner of 5600 prairiewood dr. and have suffered basement damage from this lack of proper drainage twice in three years and have contacted the developer (Chad Wachter) and have received no corrective action. I also have talked with the other lot owners and everyone is on board with getting some form of corrective action.

Upon researching and looking into old aerial photos all of these lots appear to be built over some form of previously existing slough with no form of mitigation or proper retention-drainage system installed to hold the run off.

I am frustrated and confused on how this development was constructed-approved with such little over site of drainage grades and wetland mitigation. That being said the past is the past and now our community has to deal with this. I merely am looking for any form of governmental agency's insight and help to address this issue.

Again this is not merely a problem of a heavy winter or excessive moisture both could adequately be addressed with the addition of retention and drainage improvements. These retention and drainage improvements should have been in place in the stamped design plans that were approved prior to construction if they were not I cannot understand how this development was approved.

It appears the land to the north is unused- undeveloped and I believe it is owned by our developer and would be an Ideal location for water retention. It could possibly serve as habitat for waterfowl and other wildlife.

If you doubt my testimony I encourage you to take a field trip out to Pariewood dr. and see it in person.

I look forward to hearing from you and will be happy to provide you with more information or pictures.

Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Thursday, May 30, 2013 4:59 PM
To: Cary Backstrand; Craig Odenbach; David Bliss; Gordon Weixel (gweixel@nd.gov); Kathleen Jones (kjathome@midco.net); Ken Royse; Mona; Terry Fleck
Cc: Papaspumpkins@aol.com; Marcus Hall (mahall@nd.gov); DOUG SCHONERT (dschoner@century21morrison.com); Doug Schonert (dpschonert@msn.com)
Subject: Public Informational Meetings
Attachments: Burnt Creek Loop - Sandy River Drive Comment Form.pdf; Burnt Creek Loop - Sandy River Drive Power Point 5-30-2013.pdf; Flood Insurance Reform Action of 2012.pdf; Burnt Creek Loop - Sandy River Drive PIM Sign in Sheet.pdf

Mona:

Please post the attached three documents on the BCWRD Web Site.

1. Comment sheet - for those who want to print and mail comments
2. Power Point – meeting presentation, updated for clarification and typos
3. Flood Insurance Reform Act 2012

Also attached is the sign-in sheet for those who want to see who attended.

This is not to be published on the web site or placed in the briefing book.

Just FYI for the records and to keep things together.

Meeting summary is rather simple so instead of a formal write up we provide the following “*limited outline*” for the briefing book:

Burnt Creek Loop Grade Raise

- ✓ Grade raise project is under construction
- ✓ Olive Tree closures
 - not yet completed
 - others proposed to the west – public comment
- ✓ Temporary closure points discussed and noted – no construction planned
- ✓ Misty Waters area protected from flow and sedimentation with extension of the grade raise to the bridge
- ✓ Questions on impacts of roadway on water levels, etc...
- ✓ Improved access vs. grade raise
- ✓ Inquiry on assessments – none will occur (County and Twp costs)
- ✓ A number of questions asked and answered – generally a favorable crowd

Sandy River Drive – Emergency Response Plan Alternative

- ✓ Questioned value of Wilderness Cove Grade Raise and levee vs. Burnt Creek Loop and Sandy River Drive grade raises
- ✓ Question regarding the cost or options of a full levee system
 - Noted as undetermined at this time
- ✓ Value of gating existing roadway culverts downstream
- ✓ Questioned the value or cost of alternative protection levels 16, 17, 18, and 19
- ✓ A number of questions asked and answered – generally a favorable crowd
- ✓ Some questioned the need to reconstruct Sandy River Drive
- ✓ This is a Township determination – meeting next Tuesday

Conclusions:

Based on the information provided via comments and questions we are proceeding with the development of the various alternative closures. Principally locally constructed options and noting areas where a greater effort might be required.

There were no formal comment sheets returned.

Will be available for comments and questions at the Board meeting on June 11th.

Thanks,

Michael H. Gunsch, PE

Principal / Senior Project Manager

O 701.323.0200 | F 701.323.0300 | C 701.527.2134



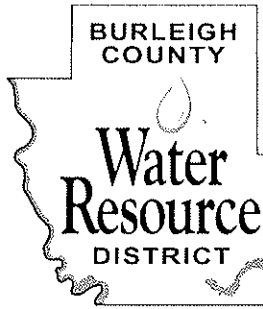
3712 Lockport St. • Bismarck, ND • 58503

mgunsch@houstoneng.com

www.houstoneng.com

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Burnt Creek Loop – 5:30 pm
Sandy River Drive – 7:00 pm
Flood Hazard Mitigation
Public Informational Meetings
May 29, 2013

Tom Baker Meeting Room – City/County Building

AGENDA

- ✓ **Introductions**
 - Burleigh County Water Resource District
 - Burleigh County

- ✓ **Burleigh County 20 foot Protection Plan**

- ✓ **North of Burnt Creek Loop - Discussion**
 - Protection Measures Considered
 - Burnt Creek Loop - Grade Raise
 - Other upstream closures

- ✓ **Intermission**

- ✓ **South of Burnt Creek Loop – Sandy River Drive Discussion**
 - Protection Measures Considered
 - Emergency Response Plan

Please take an Evaluation as well as a Question and Comment form.

You can leave these forms with us as you leave or mail them.



Burnt Creek Loop – Sandy River Drive Flood Hazard Mitigation Public Informational Meetings Evaluation Form

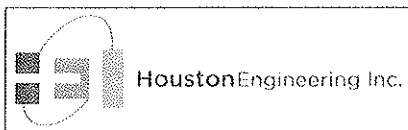
Please fill out this form and return it at the end of the meeting.

PLEASE RATE THE FOLLOWING STATEMENTS USING THE SCALE BELOW

SA = Strongly Agree A = Agree U = Undecided D = Disagree SD = Strongly Disagree

1. I understood the goals and objective of this public informational meeting.
 SA A U D SD
2. The presentation was helpful in understanding the project history and background.
 SA A U D SD
3. I was comfortable sharing my thoughts and ideas regarding the project.
 SA A U D SD
4. I had an opportunity to learn about the project's purpose, benefits and impacts.
 SA A U D SD
5. Everyone had an opportunity to speak, ask questions and participate in the discussion.
 SA A U D SD
6. Do you support the development of a flood control project?
 Yes No
7. Your Residence Location
 North of Burnt Creek Loop South of Burnt Creek Loop Other
8. What did you like least about the meeting?

9. What did you like most about the meeting?



3712 Lockport Street
Bismarck, ND 58503-5535
Phone: 701-323-0200
Fax: 701-322-0300

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Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Wednesday, May 15, 2013 9:48 PM
To: Cary Backstrand; Craig Odenbach; David Bliss; Gordon Weixel (gweixel@nd.gov); Kathleen Jones (kjathome@midco.net); Ken Royse; Mona; Terry Fleck
Subject: Hogue Island Visit

Good Evening All.

Dave Bliss and I are going to make a site visit to the Hogue Island residences tomorrow. We are leaving our office at 1:30 pm.

If you wish to tag along either meet at our office or on site.
Will be walking the site from south to north, likely take 30 minutes or so.

Mona – just in case we have a number of board members show up, I am requesting you post the meeting on the web site.

Title: Hogue Island Site Visit

Thanks,

Michael H. Gunsch, PE

Principal / Senior Project Manager

O 701.323.0200 | F 701.323.0300 | C 701.527.2134



3712 Lockport St. • Bismarck, ND • 58503

mgunsch@houstoneng.com

www.houstoneng.com

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North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TTY 800-366-6888 • FAX 701-328-3696 • INTERNET: <http://swc.nd.gov>

*Mailed
5/31/13*

May 20, 2013

Terry Fleck, Chairman
Burleigh County Water Resource District
221 North 5th Street
Bismarck, ND 58501-4028

Dear Chairman Fleck:

The State Water Commission received your letter dated May 3, 2013 regarding the Burleigh County Water Resource District's Hogue Island Property Acquisition Project.

It has been determined that the District can proceed with purchasing the three homes as long as the State Water Commission receives documentation stating that the fourth home (Dr. Bernard's) will be purchased along with the other three homes. If the home is not purchased, the District will need to modify their plan and justify that a project is still feasible.

If you have any questions, please contact Melissa Behm at 701-328-4862.

Sincerely,

Todd Sando, PE
State Engineer

TS:MB/1992-05

Mona Livdahl

From: Paczkowski, John A. [jpaczkowski@nd.gov]
Sent: Monday, May 20, 2013 9:36 AM
To: David Bliss; Terry Fleck; Michael Gunsch
Cc: Mona Livdahl; dmoser@thetitleteam.com
Subject: Re: B108611 Closing Date to set up

Dave,

The option where the District pays the Bolls and then asks for reimbursement is how this should be handled.

As far as concerns go, the Bernard situation was our only concern but given the phone conversations I had with Mr. Bernard both on Friday and again this morning, I think the county can proceed with this purchase as Mr. Bernard stated he would be signing the letter and faxing it in to me today.

John Paczkowski
Chief, Regulatory Section
ND State Water Commission
900 E Boulevard Ave.
Bismarck, ND 58505-0850

Phone: (701) 328-3446
Fax: (701) 328-3696

From: David Bliss <dbliss@blisslaw.com>
Date: Sunday, May 19, 2013 2:35 PM
To: Terry Fleck <tfleck@attitudedr.com>, John Paczkowski <jpaczkowski@nd.gov>, Michael Gunsch <mgunsch@houstoneng.com>
Cc: Mona Livdahl <mona@midco.net>, "dmoser@thetitleteam.com" <dmoser@thetitleteam.com>
Subject: FW: B108611 Closing Date to set up

John,

Is the SWC comfortable with the District cutting the check to the Bolls for the total amount, and the District getting the 75% reimbursed? Or should there be a 25% check from the District, 75% check from the SWC? Let me know Monday as soon as you can. I've copied Desiree at NDG&T, who is going to handle the closing. We'll need to extend the closing date if we can't iron out who cuts the check before Tuesday. Thanks.

Dave



DAVID R. BLISS
Bliss & Stebbins Law Firm, LLC
400 E. Broadway Ave., Suite 308
PO Box 4126
Bismarck, ND 58502-4126

Purchase Agreement

THIS AGREEMENT made and entered into this _____ day of December, 2012, by and between Rodney J. Boll and Laura M. Boll, husband and wife, whose post office address is 9828 Island Road, Bismarck, North Dakota 58503, hereinafter called "Seller," and the Burleigh County Water Resource District, a political subdivision organized under the laws of North Dakota, whose post office address is 221 North 5th Street, Bismarck, North Dakota 58501, hereinafter called "the District."

WITNESSETH, that the Seller agrees to sell and the District agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the Burleigh County, State of North Dakota, to-wit:

That Portion Of Lot Eight (8), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Northeast Of The Following Described "Boundary Line": Beginning At The Most Southeasterly Corner Of Said Lot Eight (8); Thence Northeasterly Along The Southeasterly Boundary Of Lot Eight (8), For A Distance Of 60 Feet To The True Point Of Beginning; Thence Northwesterly Along A Line Which Is Parallel To And 60 Feet From The Lot Line Common To Lots Seven (7) And Eight (8), For A Distance Of 325.0 Feet, More Or Less, To The Bank Of The Missouri River

And

Lot Nine (9), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota

And

That Portion Of Lot Ten (10), Block One (1), Riverside Subdivision, Located In Sections Twenty-Seven (27) And Twenty-Eight (28), Township One Hundred Forty (140) North, Range Eighty-One (81) West Of The Fifth Principal Meridian, Burleigh County, North Dakota, Lying Southwest Of The Following Described "Boundary Line": 50% Of The Distance Between The Southwesterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To The Lot Line Common To Lots Nine (9) And Ten (10) And The Northeasterly Lot Ten (10) Boundary Line That Lies Directly Adjacent To Lot Line Common To Lots Ten (10) And Eleven (11).

In further consideration of the covenants and obligations contained herein, the parties agree as follows:

1. PURCHASE PRICE. The gross purchase price for all of the Seller's right, title and interest in the property shall be Three Hundred Ninety Three Thousand Dollars (\$393,000.00). The net purchase price for all of the Seller's right, title and interest in the property shall be Three Hundred Sixty Six Thousand Three Hundred Fifty Eight Dollars (\$366,358.00), payable at closing, which represents a reduction in the gross purchase price of Twenty Six Thousand Six Hundred Forty Two Dollars (\$26,642.00) (\$28,421.00 - \$1,779.00 rental assistance), a sum paid to the Seller by FEMA, such reduction taken as required by the purposes set forth in Paragraph 9A and/or Paragraph 9B of this agreement. Except as otherwise provided herein, the Seller shall receive no other compensation from the District for the Seller's right, title, and interest in the property.

2. ABSTRACT AND TITLE INSURANCE. Prior to closing, the Seller shall provide the District possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the Seller. In the event that the seller is unable to deliver an existing abstract or title insurance policy to the District, the cost of creating a new abstract or acquisition of title insurance policy shall be paid by the Seller. The Seller shall pay all costs required to perfect its title to the property. The Seller agrees to cooperate with the District and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon closing, all abstracts and title insurance policies shall become the property of the District.

If the Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the District, except that the District may waive defects and elect to close the purchase.

3. DEED. The Seller shall, on full compliance by the District with the promises herein, execute and deliver to the District a warranty deed, in recordable form, conveying marketable title free from all encumbrances, except the following:

- A. Conditions, covenants, restrictions, limitations, terms, easements, and declarations of record;
- B. Taxes, general and/or special assessments, not yet certified for collection;
- C. Facts that a survey or personal inspection of the property will disclose;
- D. All zoning regulations and ordinances;

E. Covenants required by federal, state or local authorities as a result of the acquisition of the property.

4. CLOSING DATE. This transaction shall be finally closed and a warranty deed as required herein delivered to the District within forty-five (45) days after the later of either delivery to the District of all necessary documents from the Seller or delivery of a current abstract of title or title insurance commitment demonstrating marketable title to the property in the condition required under purchase agreement and availability of adequate funding for the District.

5. POSSESSION. On and after the closing date, the District shall be entitled to immediate possession of the property and to receipt of all rents and profits from the property due thereafter.

6. INSPECTION OF PROPERTY. The District shall have the right to conduct such investigations, inspections and inventories of the property as it deems reasonable or necessary prior to closing. The Seller hereby grants the District, its officers, agents, employees and independent contractors, the right to enter upon the property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purpose of investigation, inspecting and performing inventories of the property and for other purpose consistent with the District's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Prior to the closing date, the Seller at its own expense shall remove all personal property which Seller wishes to retain. Also, prior to or on the closing date, Seller shall execute and deliver to the District the certificate of removal of personal property attached as Exhibit "A." Any personal property remaining in the structure at the time of closing will become the property of The District.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. The Seller shall ensure that it and all other current occupants vacate the property prior to the closing date.

9. PURCHASE PRICE DEDUCTIONS.

A. Prior to disbursing payment to the Seller, the District may use a portion of the purchase price to satisfy the Seller's obligations under this document, to pay taxes, assessments, mortgages, liens and acquisition of other parties' outstanding interests in the property.

B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA), the U.S. Department of Housing and Urban Development (HUD), and/or the State of North Dakota. In order to prevent the duplication of assistance made to flood disaster victims, FEMA and other federal

agencies require that certain types of assistance received by the Seller for flood-related damage be deducted from the purchase price. All decisions regarding deductions for duplication of benefits shall be made by the appropriate federal and state agency, including but not limited to, FEMA, SBA, HUD and the North Dakota Department of Emergency Services. The following deductions are likely to be directed by the federal and state agencies, but do not represent an exhaustive listing:

- i. All amounts equal to FEMA Individual and Family Grant Program Assistance received by the Seller after May 23, 2011.
- ii. All amounts equal to all flood insurance proceeds received by the Seller after May 23, 2011.
- iii. All amounts of other insurance paid for claims for structural damage after May 23, 2011.
- iv. All amounts equal to outstanding balances on SBA Real Estate Repair and Replacement Disaster Loans received by the Seller after May 23, 2011.
- v. All amounts equal to outstanding balances on Bank of North Dakota Rebuilders Loan received by the Seller.

Other deductions may be required as directed by the appropriate federal or state agency.

- C. Following execution of this purchase agreement, the District shall provide all information regarding this voluntary acquisition to the appropriate federal and/or state agencies for duplication of benefits determinations. Prior to closing, the District shall prepare and deliver to the Seller a document setting forth the deductions directed by appropriate agencies from the purchase price. Such deductions shall occur at time of closing.

10. STATUS QUO MAINTAINED. Except as otherwise authorized by the District, the property shall be preserved in its present condition and the Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of salvaged items will be deducted from the purchase price stated in Paragraph 1. All risk of loss or damage to the property is on the Seller until closing. Prior to closing, the Seller shall promptly give written notice to the District of any salvage, loss or damage to the property. In the event of salvage, loss, damage or destruction of all part of the property, the District shall have the option to terminate this agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the property, the District shall have the option to: (1) take possession of the property

upon completion of the terms and obligations of this purchase agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the purchase price.

11. UTILITIES. The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by the District.

12. TAXES. The Seller shall pay a pro-rata share of taxes on the property through date of closing and all unpaid taxes for prior years.

13. SPECIAL ASSESSMENTS. The Seller shall pay a pro-rata share of special assessments on the property through date of closing and all unpaid special assessments for prior years.

14. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

15. LEASES. The Seller represents and warrants to the District that there are no leases, tenancies or other rights of occupancy for use for any portion of the property. The foregoing representation and warranty shall survive the closing date. The Seller shall hold harmless and indemnify the District from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the property.

16. APPROVAL OF COURT. If the property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of purchase price, unless declared unnecessary by the District. If the court approval is necessary, the appropriate fiduciary shall proceed prompt and diligently to bring the matter on for hearing to enable the issuance of an order approving the sale.

17. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms “hazardous waste” or “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 9601 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance” or similar terms, and which could create liability in the District or the District’s successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under

or pursuant to any of the forgoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the property (hereinafter collectively referred to as "Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons. Seller hereby represents and warrants to the District that:

- (1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites or underground storage tanks located in, on or about the property;
- (2) There is and has been no hazardous waste or hazardous substance stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the property;
- (3) At no time have any federal or state hazardous waste or hazardous substance cleanup funds been expended with respect to any of the property;
- (4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous waste or hazardous substance coming in contact with the property;
- (5) The Seller has not received any directive, citation, notice letter or other communication, whether written or oral, from the Environmental Protection Agency, the North Dakota Department of Health, or any other governmental agency with authority under any environmental laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste or hazardous substance on the property, or any violation of any environmental laws; and
- (6) To the best of the Seller's knowledge, neither the property, nor any real property contiguous to the property, nor any predecessors in title to the property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B shall survive the closing. In addition, the forgoing representations and warranties and the indemnification provisions in this agreement shall not be affected by

any study, investigation, or inspection of the property by the District or any agent of the District.

- B. Environmental indemnification. The Seller agrees to indemnify and hold harmless the District from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees incurred by the District to enforce this provision) asserted against or incurred by the District by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.
- C. Additional Environmental Provisions. The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on or about any portion of the property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the property, the Seller shall immediately notify the District of such fact. In addition, the District or its agents shall have the right to enter upon the property at any time to perform additional environmental studies. If at any time the District in its sole and unrevocable discretion determines that hazardous wastes or hazardous substance are present on any portion of the property, the District may terminate this agreement effective immediately.
- D. Removal of Septic Systems, Drain Field, Wells and Utilities

It shall be the responsibility of the District to remove and reclaim any residential septic systems including the septic tanks and drain fields, and to plug any geothermal or groundwater well systems as well as to disconnect and remove or abandon other utilities located on the subject premises.

- 18. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.
- 19. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgement clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.
- 20. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not to intend to define or limit the scope of any provision of this document.
- 21. NO COMMISSION. Each party hereto represent to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

22. VOLUNTARY ACQUISITION. The Seller acknowledges that the District is acquiring this property pursuant to the District's Voluntary Acquisition of Residences Program and that the Seller's acceptance of this agreement is a voluntary transaction. The Seller is under no duress or coercive action by the District to accept this agreement but rather does so freely and willingly and under no threat of eminent domain. The Seller further acknowledges that if it accepts this agreement, it will be necessary to move permanently from the property. The acknowledgements set forth in this paragraph shall survive the closing.

23. ENTIRE AGREEMENT. This purchase agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this agreement.

24. MODIFICATION. No modification of this agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both parties.

25. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property), Exhibit "B" (Bill of Sale), Exhibit "C" (Affidavit of Sellers), and Exhibit "D" (Certificate of Survey) are attached hereto and by this reference made part hereof.

26. SURVIVAL. The obligations and covenants of this purchase agreement, specifically, but not limited to, Paragraphs 17, 22 and 25, shall survive the closing of the sale and any transfer of title to the property to The District.

The District hereby agrees to purchase the property described in this agreement for the price and on the terms and conditions set forth in this agreement.

Burleigh County Water Resource District, A political
subdivision, State of North Dakota

By: _____
Terry Fleck, Its Chairman

STATE OF NORTH DAKOTA)

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COUNTY OF BURLEIGH)
) ss.

On this _____ day of December, 2012, before me, a notary public within and for said county and state, personally appeared Terry Fleck, Chairman, known to me to be the person described in and who executed the within and foregoing instrument, and severally acknowledged to me that he executed the same on behalf of the Burleigh County Water Resource District.

David R. Bliss, Notary Public
Burleigh County, North Dakota
My commission Expires: 10-16-13

The Seller hereby agrees to sell the above-described property at the price and on the terms and conditions set forth in this agreement.

Rodney J. Boll (Seller)

Social Security No. _____

Laura M. Boll (Seller)

Social Security No. _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this _____ day of December, 2012, before me, a notary public within and for said county and state, personally appeared Rodney J. Boll and Laura M. Boll, husband and wife, known to me to be the Seller described in and who executed the within foregoing instrument.

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David R. Bliss, Notary Public
Burleigh County, North Dakota
My Commission Expires: 10-16-13

C:\Users\Dave\Google Drive\Bliss Files\Burleigh County Water Resource\Hogue Island Project\Boll Purchase Agreement & Exhibits\Homeowner's Purchase Agreement 10-15-12 Boll.docx

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT | | B. TYPE OF LOAN | |
| | | 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. | |
| | | 6. FILE NUMBER: B108611 | 7. LOAN NUMBER: |
| 8. MORTGAGE INS CASE NUMBER: | | | |
| C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> <small>1.0 398 (5108611/18)</small> | | | |
| D. NAME AND ADDRESS OF BORROWER: Burleigh County Water Resource District 221 North 5th Street Bismarck, ND 58501 | E. NAME AND ADDRESS OF SELLER: Rodney J. Boll and Laura M. Boll 9828 Island Road Bismarck, ND 58503 | F. NAME AND ADDRESS OF LENDER: | |
| G. PROPERTY LOCATION: 9828 Island Road Bismarck, ND 58503 Burleigh County, North Dakota Riverside Subdivision, Burleigh County, North Dakota. | H. SETTLEMENT AGENT: North Dakota Guaranty and Title Co. PLACE OF SETTLEMENT: 400 East Broadway Suite 102 Bismarck, ND 58501 | | I. SETTLEMENT DATE: May 21, 2013 |
| J. SUMMARY OF BORROWER'S TRANSACTION | | K. SUMMARY OF SELLER'S TRANSACTION | |
| 100. GROSS AMOUNT DUE FROM BORROWER: | | 400. GROSS AMOUNT DUE TO SELLER: | |
| 101. Contract Sales Price | 366,358.00 | 401. Contract Sales Price | 366,358.00 |
| 102. Personal Property | | 402. Personal Property | |
| 103. Settlement Charges to Borrower (Line 1400) | 629.00 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| <i>Adjustments for items paid by seller in advance</i> | | <i>Adjustments for items paid by seller in advance</i> | |
| 106. City/Town Taxes | | 406. City/Town Taxes | |
| 107. County Taxes | | 407. County Taxes | |
| 108. Assessments | | 408. Assessments | |
| 109. | | 409. | |
| 110. | | 410. | |
| 111. | | 411. | |
| 112. | | 412. | |
| 120. GROSS AMOUNT DUE FROM BORROWER | 366,987.00 | 420. GROSS AMOUNT DUE TO SELLER | 366,358.00 |
| 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: | | 500. REDUCTIONS IN AMOUNT DUE TO SELLER: | |
| 201. Deposit or Earnest Money | | 501. Excess Deposit (see instructions) | |
| 202. Principal Amount of New Loan(s) | | 502. Settlement Charges to Seller (Line 1400) | 1,104.00 |
| 203. Existing Loan(s) Taken Subject to | | 503. Existing Loan(s) Taken Subject to | |
| 204. | | 504. Payoff of First Mortgage Loan to GCB | 224,039.66 |
| 205. | | 505. Payoff of Second Mortgage Loan | |
| 206. | | 506. Pay Remaining 2012 RE Taxes | 303.65 |
| 207. | | 507. | |
| 208. | | 508. | |
| 209. | | 509. | |
| <i>Adjustments for items unpaid by seller</i> | | <i>Adjustments for items unpaid by seller</i> | |
| 210. City/Town Taxes | | 510. City/Town Taxes | |
| 211. County Taxes 01/01/13 to 05/21/13 | 232.94 | 511. County Taxes 01/01/13 to 05/21/13 | 232.94 |
| 212. Assessments | | 512. Assessments | |
| 213. | | 513. | |
| 214. | | 514. | |
| 215. | | 515. | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. TOTAL PAID BY/FOR BORROWER | 232.94 | 520. TOTAL REDUCTION AMOUNT DUE SELLER | 225,680.25 |
| 300. CASH AT SETTLEMENT FROM/TO BORROWER: | | 600. CASH AT SETTLEMENT TO/FROM SELLER: | |
| 301. Gross Amount Due From Borrower (Line 120) | 366,987.00 | 601. Gross Amount Due To Seller (Line 420) | 366,358.00 |
| 302. Less Amount Paid By/For Borrower (Line 220) | (232.94) | 602. Less Reductions Due Seller (Line 520) | (225,680.25) |
| 303. CASH FROM BORROWER | 366,754.06 | 603. CASH TO SELLER | 140,677.75 |

| L. SETTLEMENT CHARGES | | | | | | | |
|-----------------------------------------------------------------------------------|--|--|--|-------------------------------|-------------------------------------|----------|-------------------|
| 700. TOTAL COMMISSION Based on Price | | | | \$ | @ | % | |
| Division of Commission (line 700) as Follows: | | | | | | | |
| 701. to | | | | | | | |
| 702. to | | | | | | | |
| 703. Commission Paid at Settlement | | | | | | | |
| 704. to | | | | | | | |
| 800. ITEMS PAYABLE IN CONNECTION WITH LOAN | | | | | | | |
| 801. Loan Origination Fee | | | | % | to | | |
| 802. Loan Discount | | | | % | to | | |
| 803. Appraisal Fee | | | | | to | | |
| 804. Credit Report | | | | | to | | |
| 805. Lender's Inspection Fee | | | | | to | | |
| 806. Mortgage Insurance Application Fee | | | | | to | | |
| 807. Assumption Fee | | | | | to | | |
| 808. | | | | | to | | |
| 809. | | | | | to | | |
| 810. | | | | | to | | |
| 811. | | | | | to | | |
| 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE | | | | | | | |
| 901. Interest From 05/21/13 to 06/01/13 | | | | @ | \$ | /day | (11 days %) |
| 902. Mortgage Insurance Premium | | | | for | month | to | |
| 903. Hazard Insurance Premium | | | | for | year | to | |
| 904. | | | | for | year | to | |
| 905. | | | | | to | | |
| 1000. RESERVES DEPOSITED WITH LENDER | | | | | | | |
| 1001. Hazard Insurance | | | | @ | \$ | per | |
| 1002. Mortgage Insurance | | | | @ | \$ | per | |
| 1003. City/Town Taxes | | | | @ | \$ | per | |
| 1004. County Taxes | | | | @ | \$ | per | |
| 1005. Assessments | | | | @ | \$ | per | |
| 1006. | | | | @ | \$ | per | |
| 1007. | | | | @ | \$ | per | |
| 1008. | | | | @ | \$ | per | |
| 1100. TITLE CHARGES | | | | | | | |
| 1101. Settlement or Closing Fee | | | | to | North Dakota Guaranty and Title Co. | | 350.00 |
| 1102. Abstract or Title Search | | | | to | North Dakota Guaranty and Title Co. | | 225.00 |
| 1103. Title Examination | | | | to | | | |
| 1104. Title Insurance Binder | | | | to | | | |
| 1105. Document Preparation | | | | to | | | |
| 1106. Notary Fees | | | | to | | | |
| 1107. Attorney's Fees | | | | to | | | |
| | | | | (includes above item numbers: |) | | |
| 1108. Title Insurance | | | | to | North Dakota Guaranty and Title Co. | | 1,086.00 |
| | | | | (includes above item numbers: |) | | |
| 1109. Lender's Coverage | | | | | | | |
| 1110. Owner's Coverage | | | | \$ | 393,000.00 | 1,086.00 | |
| 1111. E-Recording Fee | | | | to | North Dakota Guaranty and Title Co. | | 5.00 |
| 1112. Wire Fee | | | | to | North Dakota Guaranty and Title Co. | | 30.00 |
| 1113. | | | | to | | | |
| 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES | | | | | | | |
| 1201. Recording Fees: Deed | | | | \$ | 19.00; | Mortgage | Releases \$ 13.00 |
| 1202. City/County Tax Stamps: Deed | | | | | | Mortgage | |
| 1203. State Tax/Stamps: Deed | | | | | | Mortgage | |
| 1204. | | | | to | | | |
| 1205. | | | | to | | | |
| 1300. ADDITIONAL SETTLEMENT CHARGES | | | | | | | |
| 1301. Survey | | | | to | | | |
| 1302. Pest Inspection | | | | to | | | |
| 1303. | | | | to | | | |
| 1304. | | | | to | | | |
| 1305. | | | | to | | | |
| 1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K) | | | | | | | 629.00 |
| | | | | | | | 1,104.00 |

HUD-1, Attachment

Borrower: Burleigh County Water Resource
District

Seller: Rodney J. Boli and Laura M. Boli
9828 Island Road
Bismarck, ND 58503

Settlement Agent: North Dakota Guaranty and Title Co.
(701)223-6835

Place of Settlement: 400 East Broadway
Suite 102
Bismarck, ND 58501

Settlement Date: May 21, 2013

Disbursement Date: May 21, 2013

Property Location: 9828 Island Road
Bismarck, ND 58503
Burleigh County, North Dakota
Riverside Subdivision, Burleigh County, North Dakota.

| Payoffs | | | |
|-------------------------------|-------------------|-------------------------------------------------------|------------------------|
| Payee/Description | | Note/Ref. No. | Borrower Seller |
| Gate City Bank | | | 224,039.66 |
| Payoff of First Mortgage Loan | | to GCB | |
| Loan Payoff | 223,898.26 | | |
| Additional Interest | 141.40 | From: 05/24/13 Through: 05/29/13 @ 28.280000 Per Diem | |
| Total Payoff | <u>224,039.66</u> | | |

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.





JAMES J. COLES, J.D.

400 E. Broadway Suite #301
Post Office Box 2162
Bismarck, ND 58502
FAX: 701-222-8112
coleslaw@btinet.net
701-222-8131

June 6, 2013

David Bliss
Attorney at Law
400 E. Broadway Ave., Ste. 302
P.O. Box 4126
Bismarck, ND 58502-4126

Re: Hogue Island/ Magnus Purchase Agreement

Dear David:

As requested I reviewed the purchase agreement for this sale and the proposed title insurance binder. The following are my observations and comments.

Purchase Agreement

For the most part, the purchase agreement appeared to be in standard form for a North Dakota real estate transaction. I did note that the agreement provides for a "gross purchase price" and a "net purchase price", which are described. However, there appear to be other price adjustments or deductions later in the agreement with no indication of whether the adjustments are to the gross or net price. I am not able to tell whether the later described price adjustments are part of the difference between gross and net, or strictly in addition to that initial price adjustment.

As discussed below, despite the commitment to convey the described premises by warranty deed, we know in this particular case that some of the land and the residence were washed into the Missouri River by the 2011 flood. Therefore, it is highly likely that **no title** will be conveyed to any part of the premises that has become submerged by the waters of the Missouri River, a navigable waterway, as such lands will be claimed by the State of North Dakota.

The undersigned has been informed that the wreckage of the residence originally on the premises is still in the river adjacent to the non-submerged portion of the premises. The agreement does not reflect whose responsibility it will be for abatement and removal

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of the wreckage. Such abatement will likely require the use of environmentally sound practices to avoid any adverse environmental impact.

Lastly, the destruction of the residence in this manner raises the interesting legal question of whether or not the house has become severed from the land and therefore now constitutes "personal property". In any event, the Bill of Sale executed by the sellers should address any issues in that regard.

Affidavit of Seller(s)

I note on page two of the affidavit that the sellers attest to (i) the fact of no easements shown in the public records and (ii) they make no mention of the submerged lands. There are, in fact, recorded easements as shown in the insurance binder and the fact of the submerged lands is public knowledge.

Title Insurance Binder

Schedule A. I note that the proposed insured is stated as "Burleigh County Water Resource Group". I assume this should be "District".

Conditions. I note that the policy offered only provides coverage to the named insured, which is normal, but see the note above. Burleigh County Water Resource Group is the named insured. I also note that binding arbitration is the exclusive remedy for any disputes, at the election of the insurer or the insured.

Ownership Issues. The insurance binder does not reflect any direct issues of ownership by Bradford and Heather Magnus of the property described on Schedule A. Therefore, I conclude they have marketable title to the property.

Mortgages. It appears there are existing mortgages to be satisfied at closing.

Requirements. I find nothing in the list of requirements beyond the normal and customary closing requirements for any real estate sale.

Minerals. The insurance basically disclaims any opinion as to the mineral estate. From the information provided, it would appear the Magnuses own little or none of the minerals. This does raise the issue of access by other mineral owners as the mineral estate is the dominant estate, and the surface estate is the servient estate.

Easements. The access and utility easements appear to be usual and customary. Worthy of note would be the easements for bank protection and bank stabilization.

I would also make note of the easement rights granted for Boat Landing and Recreational Area at Item 18, in Schedule B-Section II. This could impact the construction of any flood abatement structures.

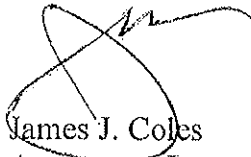
Impact of Navigable Waterway as Boundary and Submerged Lands. The legal description of the premises shows that part of the property boundary is the Missouri River, a navigable waterway. As noted at Exceptions 5, 10, and 13, the policy disclaims all issues regarding boundary changes by accretion and reliction, and all issues of sovereignty of navigable waterways, which would include disclaiming any coverage for submerged lands.

Declaration of Restrictions. Exceptions 22 and 23 show the fact of restrictive covenants having been recorded against the premises. These instruments have not been reviewed in detail by the undersigned, but they do contain wording that could restrict the construction of flood abatement structures. The undersigned has been informed that any flood abatement construction will only take place after approval by the impacted homeowners.

The undersigned would note that unlike the title binder examined for the Boll purchase, this policy does not appear to contain the blanket exception for land "formerly lying in the bed" of the Missouri River. Such exception was of concern because it appears the entire subdivision was arguably part of the river bottom at some point in time.

Please let me know if you have any questions on the points raised in this letter.

COLES LAW FIRM, P.C.


James J. Coles
Attorney at Law

06061320.201.doc



JAMES J. COLES, J.D.

400 E. Broadway Suite #301
Post Office Box 2162
Bismarck, ND 58502
FAX: 701-222-8112
coleslaw@btinet.net
701-222-8131

June 6, 2013

David Bliss
Attorney at Law
400 E. Broadway Ave., Ste. 302
P.O. Box 4126
Bismarck, ND 58502-4126

Re: Hogue Island/ Bernard Purchase Agreement

Dear David:

As requested I reviewed the purchase agreement for this sale and the proposed title insurance binder. The following are my observations and comments.

Purchase Agreement

For the most part, the purchase agreement appeared to be in standard form for a North Dakota real estate transaction. I did note that the agreement provides for a "gross purchase price" and a "net purchase price", which are described. However, there appear to be other price adjustments or deductions later in the agreement with no indication of whether the adjustments are to the gross or net price. I am not able to tell whether the later described price adjustments are part of the difference between gross and net, or strictly in addition to that initial price adjustment. Because the application of this clause results in a price reduction, I see no adverse impact on the buyer.

As discussed below, despite the commitment to convey the described premises by warranty deed, it is highly likely that **no title** will be conveyed to any part of the premises that has become submerged by the waters of the Missouri River, a navigable waterway, as such lands will be claimed by the State of North Dakota. In this particular case, the undersigned is not aware what portion, if any, of the premises may have become submerged.

The legal description of the premises seems to match that of the insurance binder, but the binder does refer to the need for an amended purchase agreement to correct the description.

The agreement refers to cabinets and countertops that must be returned or accounted for in the purchase price. It is assumed these items were removed by the seller.

Affidavit of Seller(s)

I note in the affidavit that the seller attests to (i) the fact of no easements shown in the public records and (ii) the make no mention of the of the judgment referred to in the insurance binder. There are, in fact, recorded easements as shown in the insurance binder and the fact of the judgment would be a public record.

Title Insurance Binder

Conditions. I note that the policy offered only provides coverage to the named insured, which is normal. Burleigh County Water Resource District is the named insured. I also note that binding arbitration is the exclusive remedy for any disputes, at the election of the insurer or the insured.

Ownership Issues. The insurance binder does not reflect any direct issues of ownership by the Stephen T. Bernard of the property described on Schedule A. Therefore, I conclude he has marketable title to the property.

Mortgages and Judgments. It appears there are no existing mortgages to be satisfied at closing, but a judgment is noted which must be satisfied or released.

Requirements. I find nothing in the list of requirements beyond the normal and customary closing requirements for any real estate sale.

Minerals. The insurance basically disclaims any opinion as to the mineral estate. From the information provided, it would appear Bernard owns little or none of the minerals. This does raise the issue of access by other mineral owners as the mineral estate is the dominant estate, and the surface estate is the servient estate.

Easements. The access and utility easements appear to be usual and customary. Worthy of note would be the easements for bank protection and bank stabilization.

I would also make note of the easement rights granted for Boat Landing and Recreational Area at Items 14 and 19, in Schedule B-Section II. This could impact the construction of any flood abatement structures.

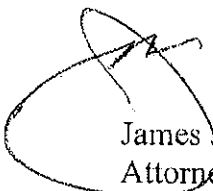
Impact of Navigable Waterway as Boundary. As noted at Exceptions 25, 26, and 28, the policy disclaims all issues regarding boundary changes by accretion and reliction, and issues of sovereignty of navigable waterways, to include the shores and bottoms of navigable waterways, and any artificial accretions or fills.

The undersigned would note that unlike the title binder examined for the Boll purchase, this policy does not appear to contain the blanket exception for land "formerly lying in the bed" of the Missouri River. Such exception was of concern because it appears the entire subdivision was arguably part of the river bottom at some point in time.

Declaration of Restrictions. Exception 17 show the fact of restrictive covenants having been recorded against the premises. These instruments have not been reviewed in detail by the undersigned, but they do contain wording that could restrict the construction of flood abatement structures. The undersigned has been informed that any flood abatement construction will only take place after approval by the impacted homeowners.

Please let me know if you have any questions on the points raised in this letter.

COLES LAW FIRM, P.C.



James J. Coles
Attorney at Law

06061320.202.doc

David R. Bliss
Attorney at Law



Catherine A. Bliss, CLA
Certified Legal Assistant

Jackie M. Stebbins
Attorney at Law

Erica L. Pullen
Legal Assistant

Micheal A. Mulloy
Attorney at Law

PERSONAL DELIVERY

May 20, 2013

James J. Coles
Coles Law Firm
Wells Fargo Bank Bldg.
400 East Broadway Ave., Ste. 301
P.O. Box 2162
Bismarck, North Dakota 58502-2162

**Re: Hogue Island Purchase Agreement/Dr. Steven Bernard
Our File No.: 282-94**

Dear Mr. Coles:

As you know, my law office represents the Burleigh County Water Resource District ("District"), which plans to enter into a purchase agreement with Hogue Island homeowner Dr. Steven Bernard to purchase his flood-impaired residence.

Enclosed please find a copy of a May 3, 2013 ATLA Owners Policy which was drafted on behalf of Dr. Bernard. The District would like you to review the proposed owner's policy on behalf of the District and provide us with your opinion with regard to this proposed commitment.

Please bill the District in care of my law office, and I will forward your bill to the District for payment. Thank you. We look forward to hearing from you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David R. Bliss", is written over a horizontal line. The signature is stylized and somewhat cursive.

DAVID R. BLISS
DRB:
Enclosure

cc: Board members w/o enclosure (by electronic mail only)
Michael Gunsch, District Engineer w/o enclosure (by electronic mail only)

C:\Users\Dave\Google Drive\Bliss Files\Burleigh County Water Resource 22-229\Hogue Island Project\Coles Ltr. DRB 5-19-13.docx

JA



Title Insurance Commitment

ISSUED BY
First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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| CONDITIONS | 2 |
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| 1. Commitment Date | |
| 2. Policies to be Issued, Amounts and Proposed Insureds | |
| 3. Interest in the Land and Owner | |
| 4. Description of the Land | |
| SCHEDULE B-I - REQUIREMENTS | Insert |
| SCHEDULE B-II - EXCEPTIONS | Insert |

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J Gilmore
 President

Timothy Kemp

Timothy Kemp
 Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

SCHEDULE A

Title Officer: Alicia Miller
Escrow Officer:

File No.: B110879

1. Effective Date: May 3, 2013 at 07:59AM

2. Policy or Policies to be issued:

a. Owner's Policy ALTA Owners Policy (06/17/06)

Policy Amount:
\$402,000.00

Proposed Insured:
Burleigh County Water Resource District

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

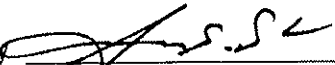
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Stephen T. Bernard

5. The land referred to in the Commitment is described as follows:

Lot 1, Block 1, Riverside Subdivision in all that part of Section 27 and Section 28, Township 140 North, Range 81, West of the Fifth Principal Meridian, Burleigh County, North Dakota

North Dakota Guaranty and Title Company

By 

North Dakota Guaranty and Title Company

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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

Warranty Deed to be executed by Stephen T. Bernard (and spouse if married) to end buyer.
2. IF THE BORROWERS ARE HUSBAND AND WIFE, THE WORDS "HUSBAND AND WIFE" MUST APPEAR IN THE MORTGAGOR NAME OR IN THE NOTARY SECTION IF BORROWERS ARE SINGLE, THE WORDS "A SINGLE PERSON" MUST APPEAR IN THE MORTGAGOR NAME.
3. Effective July 1, 2001 every document to be recorded must contain a 1 inch top, bottom or side margin on each page of the document. If the margin requirement for each page is not met, an additional charge of \$10.00 will be assessed for the total cost of recording the document.
4. Provide an Addendum to the Purchase Agreement that amends the legal description.
5. Obtain a release or satisfaction of the Judgment in favor of the Carrington House Moving and James Lutman vs. Steve Bernard, dated March 4, 2013 at 9:40 AM as Case Number 08-2013-SC-00001 in the amount of \$3,035.00.

NOTE: For information purposes only, we submit the following tax figures: We assume no liability for the correctness of same.

Property Street Address: 9700 Island Road, Bismarck, ND

Taxes for the Year 2012 were \$0.00

Special Assessments for the Year 2012 were \$0.00

Tax Assessment Number: 23-140-81-65-01-010

Taxes for the year 2013 are due and payable on January 1, 2014 and become delinquent on March 1, 2014. There is a 5% discount if paid before February 15, 2014.

The following is the most recent deed or transfer affecting said land: Warranty Deed dated 03/31/2011, filed 04/04/2011, recorded as Doc. No. 743163, executed by Dan C. Riedinger and Jane E. Riedinger, husband and wife, grantor(s) to Stephen T. Bernard, grantee(s).

END OF SCHEDULE B - SECTION I

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No coverage is provided for unpaid utility, water, or sewer services or fees for tree, weeds, grass and snow or garbage removal.
7. Real estate taxes not yet due. Taxes for 2012 and prior years show paid. Real estate taxes for 2013 are not due until January 1, 2014.
8. Special assessments, if any. Note: There are no special assessments
9. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature
10. Right-of-Way Easement to Montana-Dakota Utilities Co., dated July 15, 1976 and filed for record August 5, 1976 as Doc. No. 271629, for the construction, operation and maintenance of an electric transmission or distribution and telephone line. (Blanket easement and location of line cannot be determined).
11. Right-of-Way Easement to Burleigh Water Management District dated September 17, 1976 and recorded September 22, 1976 as Doc. No. 272823, for the purposes of bank stabilization of the left bank of the Missouri River, and fully described in instrument of record. (Blanket easement and location of line cannot be determined.)
12. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated June 29, 1981, filed for record March 4, 1982, as Doc. No. 328039, for the construction, operation and maintenance of a 3 phase electric underground distribution lines, upon the N? (less Eagles Park), Section 27, T140N, R81W. (Blanket easement and location of line cannot be determined.)
13. Declaration of public access easement for a public road filed May 28, 1985 recorded as Doc. No. 359826, for a strip of land 80 feet wide across Section 27 and Section 28, Township 140 North, Range 81 West, as part of the development of Riverside Subdivision, which easement is noted herein due to the apparent benefit conferred on the subject addition and its owners.

14. Terms and conditions as contained in Perpetual Easement Agreement (Boat Landing and Recreational Area) dated August 20, 1985, filed for record September 3, 1985 as Doc. No. 362796, executed by Peter Hogue, a/k/a Pete Hogue and Karen Hogue, husband and wife, and Burleigh County Water Management District, to the Owners their heirs and assigns of the Residential Lots located within the Riverside Subdivision, dated August 20, 1985 and filed for record September 3, 1985 as Doc. No. 362796.
15. Right-of-Way Easement to Burleigh Water Users Cooperative, dated July 14, 1980 and filed for record December 38 1980, as Doc. No. 318438, for the construction, operation and maintenance of a rural water distribution line or system. (Blanket easement and location of line cannot be determined.)
16. Any and all matters that affect the land as shown on the Plat of Riverside Subdivision filed for record June 7, 1985 as Doc. No. 360261.
17. Restrictions and conditions as to the use of the premises as contained in Declaration of Restrictions dated May 28, 1985, filed for record June 7, 1985 as Doc. No. 360265; --and-- as contained in Declaration of Covenants dated (various dates) and filed for record August 30, 1994, as Doc. No. 465644, which contains no forfeiture provision, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
18. Perpetual Easement executed by Pete Hogue, a/k/a Peter Houge, to Burleigh County Water Resource District dated August 22, 1985, filed for record September 3, 1985, as Doc. No. 262794, for the construction, operation and maintenance and operation of bank stabilization and protection devices, structures and facilities upon all that portion of Sections 27 and 28, T140N, R81W, that lies within the plat of "Bourgeois Island" as shown on the plat in Doc. No. 139893, and that lies within 100 feet of the left bank of the Missouri River, as the same is now or may hereby be situated, together with access to and from said lands through an easement area fully described in instrument of record.
19. Perpetual Easement Agreement to owners and their heirs and assigns of the residential lots of Riverside Subdivision, dated August 20, 1985 and filed for record September 3, 1985 as Doc. No. 362796, which contains an area to be used as a boat landing fully described in instrument of record. The easement also contains various covenants and restrictions, which impose upon the easement tract restrictive servitudes, and improvements and maintenance obligations.
20. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated July 1, 1985 filed for record January 6, 1986 as Doc. No. 365867 for an electric transmission or distribution line or system on a strip of land 20 feet wide, 10 feet on either side of the following described line in S27, T140N, R81W; Beginning at a point on the westerly bank of an abandoned channel of the Missouri River, then West a distance of 35 feet North of center line of newly constructed access road to Riverside Subdivision, paralleling said road (35'feet North of centerline), to Riverside Division. (Exact location of line cannot be determined).
21. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated July 1, 1985 and filed for record January 6, 1986 as Doc. No. 365868, for the construction, operation and maintenance of an electric transmission or distribution line or system on S27 and S28, T140N, R81W, Riverside Subdivision. (Blanket easement and location of line cannot be determined).
22. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated May 10, 1990, filed for record December 20, 1990 as Doc. No. 415631, for the construction, operation and maintenance of an electric transmission line. (Blanket easement and location of line cannot be determined.)
23. Right-of-Way Easement to Northwestern Bell Telephone Company and Bismarck-Mandan CATV, dated November 2, 1990 and filed for record November 21, 1990 as Doc. No. 414729, for the construction, operation and maintenance of a buried communication system, 10 feet wide located in the SW? S27, and SE? S28, T140N, R81W. (Blanket easement and location of line cannot be determined.)

24. Right of Way Easement to Burleigh Water Users Cooperative, dated October 20, 1999 filed December 12, 1999 recorded as Doc. No. 536318, for a rural water distribution line or system on a circular area having a 15 foot radial distance with the center being the curbstop valve which is located on or as near as possible to the lot line parallel to the rod right of way on Lot 1, Block 1, Riverside First Subdivision in Section 28, Township 140 North, Range 81 West.
25. Rights of the United States, State of North Dakota, County of Morton and the public to that part of property in question falling in the bed of, eroded by or submerged under the waters of The Missouri River, its sloughs or backwaters as well as to that portion, if any, that may have been formed by accretions, revulsions or relictions
26. The Consequence of any change in location of the Missouri River, or the old Missouri River Channel
27. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Missouri River extending through the subject land, without diminution or pollution
28. No title will be insured to land comprising the shores or bottoms of navigable waters or to artificial accretions or fills
29. Riparian rights are neither guaranteed nor insured.
30. Judgment in favor of the Carrington House Moving and James Lutman vs. Steve Bernard, dated March 4, 2013 at 9:40 AM as Case Number08-2013-SC-00001 in the amount of \$3,035.00.

END OF SCHEDULE B - SECTION II



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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PRIVACY POLICY NOTICE

The North Dakota Guaranty and Title Co., also doing business as:
The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company
The Minot Guaranty and Escrow Company, The Renville County Guaranty and Title Company
and The Dunn County Guaranty and Title Company

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with GLBA we are providing you with this document, which notifies you of the privacy policies and practices of **The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, The Renville County Guaranty and Title Company and The Dunn County Guaranty and Title Company.**

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms;
- Information about your transactions we secure from our files, or from The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, The Renville Guaranty and Title Company, The Dunn County Guaranty and Title Company, or others;
- Information we received from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NO DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

The North Dakota Guaranty and Title Co. - 400 East Broadway Ave – Suite 102, Bismarck, ND 58501
Ph: 701-223-6835 Fax: 701-224-1571
The Mandan Guaranty and Title Company - 201 4th Avenue NW, Mandan, ND 58554 Ph: 701-663-5362 Fax: 701-663-2855
The Dickinson Guaranty and Title Company - 235 Sims, Dickinson, ND 58601 Ph: 701-483-2271 Fax: 701-483-4416
The Minot Guaranty and Escrow Company - 1829 South Broadway - Suite 1, Minot, ND 58701
Ph: 701-838-1907 Fax: 701-838-6167
The Renville County Guaranty and Title Company - 1829 South Broadway - Suite 1, Minot, ND 58701
Ph: 701-838-1907 Fax: 701-838-6167
The Dunn County Guaranty and Title Company – 150 Central Ave N, Killdeer, ND 58640 Ph: 701-764-6660 Fax: 701-663-2855

ACT 113-1



JAMES J. COLES, J.D.
400 E. Broadway Suite #301
Post Office Box 2162
Bismarck, ND 58502
FAX: 701-222-8112
coleslaw@btinet.net
701-222-8131

June 4, 2013

David Bliss
Attorney at Law
400 E. Broadway Ave., Ste. 302
P.O. Box 4126
Bismarck, ND 58502-4126

Re: Hogue Island/ Rodgers Purchase Agreement

Dear David:

As requested I reviewed the purchase agreement for this sale and the proposed title insurance binder. The following are my observations and comments.

Purchase Agreement

For the most part, the purchase agreement appeared to be in standard form for a North Dakota real estate transaction. I did note that the agreement provides for a "gross purchase price" and a "net purchase price", which are described. However, there appear to be other price adjustments or deductions later in the agreement with no indication of whether the adjustments are to the gross or net price. I am not able to tell whether the later described price adjustments are part of the difference between gross and net, or strictly in addition to that initial price adjustment. Because the application of this clause results in a price reduction, I see no adverse impact on the buyer.

According to my calculations, the stated price differential in Paragraph 1 should be \$14,458.00, but is instead written as "Fourteen Thousand Fifty Eight Dollars".

As discussed below, despite the commitment to convey the described premises by warranty deed, it is highly likely that **no title** will be conveyed to any part of the premises that has become submerged by the waters of the Missouri River, a navigable waterway, as such lands will be claimed by the State of North Dakota.

Title Insurance Binder

Conditions. I note that the policy offered only provides coverage to the named insured, which is normal. Burleigh County Water Resource District is the named insured. I also note that binding arbitration is the exclusive remedy for any disputes, at the election of the insurer or the insured.

Ownership Issues. The insurance binder does not reflect any direct issues of ownership by the Jerome Rodgers of the property described on Schedule A. Therefore, I conclude he has marketable title to the property. However, I do note that the apparent last deed shown at the end of Schedule B-Section I reflects a deed from Katherine A. Rodgers to "Katherine A. Rodgers". I would think this is a typographical error as I would assume that Jerome Rodgers was the grantee.

Mortgages. It appears there are existing mortgages to be satisfied at closing.

Requirements. I find nothing in the list of requirements beyond the normal and customary closing requirements for any real estate sale.

Minerals. The insurance basically disclaims any opinion as to the mineral estate. From the information provided, it would appear Rodgers owns little or none of the minerals. This does raise the issue of access by other mineral owners as the mineral estate is the dominant estate, and the surface estate is the servient estate.

Easements. The access and utility easements appear to be usual and customary. Worthy of note would be the easements for bank protection and bank stabilization.

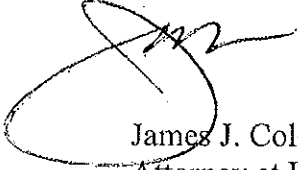
I would also make note of the easement rights granted for Boat Landing and Recreational Area at Item 15, in Schedule B-Section II. This could impact the construction of any flood abatement structures.

Impact of Navigable Waterway as Boundary. As noted at Exceptions 11 and 12, the policy disclaims all issues regarding boundary changes by accretion and reliction, and issues of sovereignty of navigable waterways, to include the shores and bottoms of navigable waterways, and any artificial accretions or fills.

The undersigned would note that unlike the title binder examined for the Boll purchase, this policy does not appear to contain the blanket exception for land "formerly lying in the bed" of the Missouri River. Such exception was of concern because it appears the entire subdivision was arguably part of the river bottom at some point in time.

Please let me know if you have any questions on the points raised in this letter.

COLES LAW FIRM, P.C.

A handwritten signature in black ink, appearing to read 'J. Coles', is written over a large, hand-drawn oval scribble.

James J. Coles
Attorney at Law

Coles Law Firm, P.C.
P.O. Box 2162
Bismarck, ND 58502

Statement

Burleigh County Water
Resource District
c/o David Bliss
Attorney at Law
400 E. Broadway Ave., Ste. 302
P.O. Box 4126
Bismarck, ND 58502-4126

June 6, 2013

| | |
|---------------------------------------------------------------------|-------------------|
| Review of Purchase Agreement and title insurance binder for Rodgers | \$365.00 |
| Review of Purchase Agreement and title insurance binder for Magnus | \$365.00 |
| Review of Purchase Agreement and title insurance binder for Bernard | <u>\$365.00</u> |
| Balance Due for Legal Services | \$1,095.00 |

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David R. Bliss
Attorney at Law

Jackie M. Stebbins
Attorney at Law

Michael A. Mulloy
Attorney at Law



Catherine A. Bliss, CLA
Certified Legal Assistant

Erica L. Pullen
Legal Assistant

PERSONAL DELIVERY

May 20, 2013

James J. Coles
Coles Law Firm
Wells Fargo Bank Bldg.
400 East Broadway Ave., Ste. 301
P.O. Box 2162
Bismarck, North Dakota 58502-2162

**Re: Hogue Island Purchase Agreement/Jerome Rodgers
Our File No.: 282-94**

Dear Mr. Coles:

As you know, my law office represents the Burleigh County Water Resource District ("District"), which has entered into a purchase agreement with Hogue Island homeowner Jerome Rodgers to purchase his flood-impaired residence.

Enclosed please find a copy of an April 25, 2013 ATLA Owners Policy which was drafted on behalf of Mr. Rodgers. The District would like you to review the proposed owner's policy on behalf of the District and provide us with your opinion with regard to this proposed commitment.

Please bill the District in care of my law office, and I will forward your bill to the District for payment. Thank you. We look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read "David R. Bliss", is written over a circular stamp or seal.

DAVID R. BLISS
DRB:
Enclosure

cc: Board members w/o enclosure (by electronic mail only)
Michael Gunsch, District Engineer w/o enclosure (by electronic mail only)

C:\Users\Dave\Google Drive\Bliss Files\Burleigh County Water Resource 22-229\Hogue Island Project\Coles Ltr. DRB - Rodgers 5-19-13.docx





Title Insurance Commitment

ISSUED BY
First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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| AGREEMENT TO ISSUE POLICY | 1 |
| CONDITIONS | 2 |
| SCHEDULE A | Insert |
| 1. Commitment Date | |
| 2. Policies to be Issued, Amounts and Proposed Insureds | |
| 3. Interest in the Land and Owner | |
| 4. Description of the Land | |
| SCHEDULE B-I - REQUIREMENTS | Insert |
| SCHEDULE B-II - EXCEPTIONS | Insert |

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

- Comply with the Requirements shown in Schedule B - Section I
- or
- Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

SCHEDULE A

Title Officer: Alicia Miller
Escrow Officer:

File No.: B110479

1. Effective Date: April 25, 2013 at 07:59AM

2. Policy or Policies to be issued:

a. Owner's Policy ALTA Owners Policy (06/17/06)

Policy Amount:
\$403,000.00

Proposed Insured:
Burleigh County Water Resource District

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

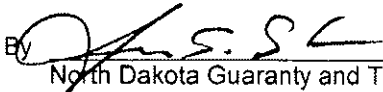
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Jerome Rodgers

5. The land referred to in the Commitment is described as follows:

Lot Six (6) and the North Half (N½) of Lot Five (5), Block One (1), Riverside Subdivision, located in Part of Sections Twenty-seven (27) and Twenty-eight (28), Township One Hundred Forty (140) North, Range Eighty-one (81) West of the Fifth Principal Meridian, Burleigh County, North Dakota

North Dakota Guaranty and Title Company

By 
North Dakota Guaranty and Title Company



**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

Warranty Deed to be executed by Jerome D. Rodgers to end buyer
2. IF THE BORROWERS ARE HUSBAND AND WIFE, THE WORDS "HUSBAND AND WIFE" MUST APPEAR IN THE MORTGAGOR NAME OR IN THE NOTARY SECTION IF BORROWERS ARE SINGLE, THE WORDS "A SINGLE PERSON" MUST APPEAR IN THE MORTGAGOR NAME.
3. Effective July 1, 2001 every document to be recorded must contain a 1 inch top, bottom or side margin on each page of the document. If the margin requirement for each page is not met, an additional charge of \$10.00 will be assessed for the total cost of recording the document.
4. Obtain a release or satisfaction of the mortgage to secure an original indebtedness of \$296,500.00, and any other amounts or obligations secured thereby, recorded dated February 11, 2009, filed February 17, 2009 at 10:46 AM, recorded as Doc. No. 703059; Mortgagor: Jerome D. Rodgers, a single person; Mortgagee/Beneficiary: Gate City Bank
5. Obtain a release or satisfaction of the mortgage to secure an original indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded dated July 6, 2009, filed July 14, 2009 at 9:17 AM, recorded as Doc. No. 711621; Mortgagor: Jerome D. Rodgers, a single person; Mortgagee/Beneficiary: Gate City Bank

NOTE: For information purposes only, we submit the following tax figures: We assume no liability for the correctness of same.

Property Street Address: 9750 Island Rd, Bismarck, ND 58503

Taxes for the Year 2012 were \$1,138.53

Special Assessments for the Year 2012 were \$0.00

Tax Assessment Number: 23-140-81-65-01-060

Taxes for the year 2013 are due and payable on January 1, 2014 and become delinquent on March 1, 2014. There is a 5% discount if paid before February 15, 2014.

The following is the most recent deed or transfer affecting said land: Warranty Deed dated 06/10/2004, filed 06/10/2004, recorded as Doc. No. 620398, executed by Dennis Kemmesat and Charlyne Kemmesat, husband and wife, grantor(s) to Jerome D. Rodgers and Katherine A. Rodgers, grantee(s).

Quit Claim Deed dated 11/15/2007, filed 11/27/2007, recorded as Doc. No. 681932, executed by Katherine A. Rodgers, a single person, grantor(s) to Katherine A. Rodgers, grantee(s).

END OF SCHEDULE B - SECTION I

SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. No coverage is provided for unpaid utility, water, or sewer services or fees for tree, weeds, grass and snow or garbage removal.
7. Real estate taxes not yet due. Taxes for 2012 and prior years show paid. Real estate taxes for 2013 are not due until January 1, 2014.
8. Special assessments, if any. Note: There are no special assessments
9. Unpatented mining claims, reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water, and all rights and claims to any of the oil, gas, coal or any and all minerals of any nature. Note: Final policy will not purport to show present owners of coal, oil, gas and other minerals, and the leases thereof, and no insurance is provided as to ownership of the mineral rights of any kind or nature
10. Riparian rights are neither guaranteed nor insured.
11. Navigation, statutory and regulatory rights and powers vested in the United States of America, the State of North Dakota and the City of Bismarck and for use of the public, over the Missouri River and its shore lands extending to the ordinary high-water line, and the exercise of such rights.
12. Subject to any consequences resulting from any change in the location of the Missouri River, and no title will be insured to any land comprising the shores or bottoms of navigable waters or any artificial accretions or fills.
13. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated June 29, 1981, filed for record March 4, 1982, as Doc. No. 328039, for the construction, operation and maintenance of a 3 phase electric underground distribution lines, upon the N? (less Eagles Park), Section 27, T140N, R81W. (Blanket easement and location of line cannot be determined.)
14. Restrictions and conditions as to the use of the premises as contained in Declaration of Restrictions dated May 28, 1985, filed for record June 7, 1985 as Doc. No. 360265; --and-- as contained in Declaration of Covenants dated (various dates) and filed for record August 30, 1994, as Doc. No. 465644, which contains no forfeiture provision.

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15. Terms and conditions as contained in Perpetual Easement Agreement (Boat Landing and Recreational Area) dated August 20, 1985, filed for record September 3, 1985 as Doc. No. 362796, executed by Peter Hogue, a/k/a Pete Hogue and Karen Hogue, husband and wife, and Burleigh County Water Management District, to the Owners their heirs and assigns of the Residential Lots located within the Riverside Subdivision, dated August 20, 1985 and filed for record September 3, 1985 as Doc. No. 362796.
16. Utility easements 10 feet in width along the front lot line and 10 feet in width over a portion of the rear lot line fully shown on the Plat of Riverside Subdivision filed for record June 7, 1985 as Doc. No. 360261 in the office of the County Recorder, Burleigh County, ND.
17. Perpetual Easement executed by Pete Hogue, a/k/a Peter Hogue, to Burleigh County Water Resource District dated August 22, 1985, filed for record September 3, 1985, as Doc. No. 262794, for the construction, operation and maintenance and operation of bank stabilization and protection devices, structures and facilities upon all that part of Sections 27 and 28, T140N, R81W, that lies within the plat of "Bourgeois Island" as shown on the plat in Doc. No. 139893, and that lies within 100 feet of the left bank of the Missouri River, as the same is now or may hereby be situated, together with access to and from said lands through an easement area fully described in instrument of record.
18. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated July 1, 1985, filed for record January 6, 1986, as Doc. No. 365867, for the construction, operation and maintenance of an electric transmission or distribution line or system on a strip of land 20 feet wide, 10 feet on either side of the following described line in S27, T140N, R81W; Beginning at a point on the westerly bank of an abandoned channel of the Missouri River, then West a distance of 35 feet North of center line of newly constructed access road to Riverside Subdivision, paralleling said road (35' North of centerline), to Riverside Division. (Exact location of line cannot be determined.)
19. Right-of-Way Easement to Capital Electric Cooperative, Inc., dated July 1, 1985, filed for record January 6, 1986, as Doc. No. 365868, for the construction, operation and maintenance of an electric transmission or distribution line or system on Section 27 and 28, T140N, R81W, Riverside Subdivision. (Blanket easement and location of line cannot be determined.)
20. Right-of-Way Easement to Northwestern Bell Telephone Company and Bismarck-Mandan CATV, dated November 2, 1990, filed for record November 21 1990, as Doc. No. 414729, for the construction, operation and maintenance of a communication system upon, over under a strip of land 10 feet wide across SW? S27, SE? S28, T140N, R81W, along the following route: To lay buried communication facilities approximately 135 feet North of East-West road West of dry river channel, thence in a Northerly direction approximately 35 feet East of centerline of Hogue Road, thence Northerly approximately 30 feet West of Centerline of Hogue Road to South boundary of Riverside Subdivision.
21. Right-of-Way Easement to Burleigh Water Users Cooperative, dated April 17, 1996 and filed for record November 6, 1996 as Doc. No. 491333, for the construction, operation and maintenance of a rural water distribution line or system on a circular area having a 15 foot radial distance with the center being the curbstop valve which is located on or as near as possible to the lot line parallel to the road right-of-way on Lot 6, Block 1, Riverside Subdivision.
22. A mortgage to secure an original indebtedness of \$296,500.00, and any other amounts or obligations secured thereby, recorded dated February 11, 2009, filed February 17, 2009 at 10:46 AM, recorded as Doc. No. 703059; Mortgagor: Jerome D. Rodgers, a single person; Mortgagee/Beneficiary: Gate City Bank
23. A mortgage to secure an original indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded dated July 6, 2009, filed July 14, 2009 at 9:17 AM, recorded as Doc. No. 711621; Mortgagor: Jerome D. Rodgers, a single person; Mortgagee/Beneficiary: Gate City Bank

END OF SCHEDULE B - SECTION II



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY POLICY NOTICE

The North Dakota Guaranty and Title Co., also doing business as:
The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company
The Minot Guaranty and Escrow Company, The Renville County Guaranty and Title Company
and The Dunn County Guaranty and Title Company

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with GLBA we are providing you with this document, which notifies you of the privacy policies and practices of **The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, The Renville County Guaranty and Title Company and The Dunn County Guaranty and Title Company.**

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms;
- Information about your transactions we secure from our files, or from The North Dakota Guaranty and Title Co., also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, The Renville County Guaranty and Title Company, The Dunn County Guaranty and Title Company, or others;
- Information we received from a consumer reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NO DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

The North Dakota Guaranty and Title Co. - 400 East Broadway Ave – Suite 102, Bismarck, ND 58501
Ph: 701-223-6835 Fax: 701-224-1571
The Mandan Guaranty and Title Company - 201 4th Avenue NW, Mandan, ND 58554 Ph: 701-663-5362 Fax: 701-663-2855
The Dickinson Guaranty and Title Company - 235 Sims, Dickinson, ND 58601 Ph: 701-483-2271 Fax: 701-483-4416
The Minot Guaranty and Escrow Company - 1829 South Broadway - Suite 1, Minot, ND 58701
Ph: 701-838-1907 Fax: 701-838-6167
The Renville County Guaranty and Title Company - 1829 South Broadway - Suite 1, Minot, ND 58701
Ph: 701-838-1907 Fax: 701-838-6167
The Dunn County Guaranty and Title Company – 150 Central Ave N, Killdeer, ND 58640 Ph: 701-764-6660 Fax: 701-663-2855

ACT 113-1

Mona Livdahl

From: Reep, Dennis - NRCS, Bismarck, ND [dennis.reep@nd.usda.gov]
Sent: Wednesday, May 15, 2013 6:20 AM
To: Michael Gunsch
Cc: kenroyse@bartwest.com; Craig Odenbach; Mona Livdahl
Subject: Re: Burnt Creek Flood Control Rehabilitation Proejct

Mike,

At this time no federal funds are available for the 2011 North Dakota EWP projects. I do not anticipate funds becoming available in the near or distant future.

Thank you for checking. I will apprise you and the Burleigh County WRD should we hear anything different.

Dennis

Sent from my iPhone

Dennis W Reep
701-426-3396
dennis.reep@nd.usda.gov

On May 14, 2013, at 11:51 PM, "Michael Gunsch" <mgunsch@houstoneng.com> wrote:

Dennis:

Any update on the status of the federal funds for the Burnt Creek repairs?

Understanding that the federal funds might continue to be delayed the Burleigh County Water Resource District has authorized a request to the State Water Commission for cost share to complete the necessary repairs. Since the SWC funds are not assured and are 50%/50% opposed to the 75%/25% under the NRCS program they remain hopeful the federal funds will be reinstated this construction season. However, due to the need to complete the repairs the BCWRD desires to move this work forward.

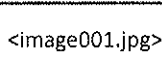
Please advise on status and the outlook for funds.

Thanks,

Michael H. Gunsch, PE

Principal / Senior Project Manager

☎ 701.323.0200 | ☎ 701.323.0300 | ☎ 701.527.2134

 3712 Lockport St. • Bismarck, ND • 58503
mgunsch@houstoneng.com

www.houstoneng.com

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Burleigh County Water Resource District

City/County Office Building - 221 North 5th Street
Bismarck, North Dakota 58501-4028

May 15, 2013

Todd Sando, PE
North Dakota State Engineer
ND State Water Commission
900 East Boulevard
Bismarck, ND 58505

RE: Burnt Creek Floodway Flood Damage Restoration - Cost Share Request

Dear Mr. Sando:

During the 2011 flood event, the Burnt Creek Floodway sustained damages requiring repairs to ensure the project's continued functionality. Houston Engineering has developed a preliminary plan set for the repairs that area required in three locations: An area of erosion damage requiring reshaping and bank stabilization to restore the flood control levee on the old backwater channel north of Ponderosa and protect public lands owned by the Bismarck Parks and Recreation District (Site 1), a washed out culvert and crossing that keeps the 100 year even from entering the north side of the island (Site 2), and general reshaping of the southern floodway levee impacted by settlement and rutting due to traffic during high water conditions (Site 3). Enclosed is a copy of the plan set for your information and review.

Houston Engineering has prepared an Opinion of Probable Cost for these repairs totaling \$146,340, a copy of which is enclosed. The Burleigh County Water Resource District was able to secure funding assistance from the NRCS for development of the preliminary design, but funding for construction is currently unavailable due to federal budget cuts. Subsequently, we are exploring other funding options to complete these important repairs. The Burnt Creek Floodway provides an important flood control benefit to the rural/rural residential area downstream as well as on Houge Island. In our opinion the damages incurred during the extraordinary flood event of 2011 are above and beyond normal routine maintenance and will hopefully be viewed as eligible for cost share assistance from the ND State Water Commission.

Thank you for considering this request. If you have any questions regarding the project, please contact Michael Gunsch, Houston Engineering, at (701) 323-0200.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Fleck".

Terry Fleck, Chairman
Burleigh County Water Resource District

Enclosure

c: Michael Gunsch, HEI

Current Board Members:

Terry Fleck, Vice Chair, Bismarck 223-9768 Cary Backstrand, Vice Chairman, Bismarck 471-9134 Ken Royse, Treasurer, Bismarck 258-1110
Kathleen Jones, Manager, Bismarck 258-1477 Gordon Weixel, Manager, Bismarck 258-5390

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Opinion of Probable Cost - by Restoration Site
 Burnt Creek Flood Control
 2011 Flood Damage Restoration Project
 Burleigh County Water Resources District

Engineer: Houston Engineering, Inc.
 3712 Lockport Street
 Bismarck, ND 58503

Project Total: \$ 146,340.50

| No. | Item | Unit | Quantity | Unit Price | Total | |
|-------------------------------------------------|------------------------------------------------|------|----------|--------------|------------------|---------------------|
| 1 | Contract Bond | LSUM | 1 | \$ 5,000.00 | \$ 5,000.00 | |
| 2 | Mobilization | LSUM | 1 | \$ 10,000.00 | \$ 10,000.00 | |
| Site #1 - Task 6 Bank Erosion | | | | | | |
| 3 | Borrow Excavation | CY | 0 | \$ 6.00 | \$ - | |
| 4 | Waste Excavation | CY | 90 | \$ 6.00 | \$ 540.00 | |
| 5 | Riprap | TON | 785 | \$ 45.00 | \$ 35,325.00 | |
| 6 | Topsolling | CY | 426 | \$ 6.00 | \$ 2,556.00 | |
| 7 | Seeding Class III | ACRE | 0.52 | \$ 2,000.00 | \$ 1,040.00 | |
| 8 | Geotextile Fabric | SY | 693 | \$ 3.50 | \$ 2,425.50 | |
| 9 | Wood Excelsior Fiber Mat | SY | 2368 | \$ 5.00 | \$ 11,840.00 | |
| 10 | Remove and Salvage Culvert - All Types & Sizes | LF | 0 | \$ 25.00 | \$ - | |
| 11 | Pipe Conduit 24 Inch | LF | 0 | \$ 120.00 | \$ - | |
| 12 | Canal Gate 24 Inch | EA | 0 | \$ 2,000.00 | \$ - | |
| | | | | | Subtotal: | \$ 53,726.50 |
| Site #2 - Task 1 Oxbow Channel | | | | | | |
| 3 | Borrow Excavation | CY | 175 | \$ 6.00 | \$ 1,050.00 | |
| 4 | Waste Excavation | CY | 0 | \$ 6.00 | \$ - | |
| 5 | Riprap | TON | 0 | \$ 45.00 | \$ - | |
| 6 | Topsolling | CY | 70 | \$ 6.00 | \$ 420.00 | |
| 7 | Seeding Class III | ACRE | 0.09 | \$ 2,000.00 | \$ 180.00 | |
| 8 | Geotextile Fabric | SY | 0 | \$ 3.50 | \$ - | |
| 9 | Wood Excelsior Fiber Mat | SY | 0 | \$ 5.00 | \$ - | |
| 10 | Remove and Salvage Culvert - All Types & Sizes | LF | 40 | \$ 25.00 | \$ 1,000.00 | |
| 11 | Pipe Conduit 24 Inch | LF | 40 | \$ 120.00 | \$ 4,800.00 | |
| 12 | Canal Gate 24 Inch | EA | 1 | \$ 2,000.00 | \$ 2,000.00 | |
| | | | | | Subtotal: | \$ 9,450.00 |
| Site #3 - Task 4 Dike Restoration | | | | | | |
| 3 | Borrow Excavation | CY | 4068 | \$ 6.00 | \$ 24,408.00 | |
| 4 | Waste Excavation | CY | 0 | \$ 6.00 | \$ - | |
| 5 | Riprap | TON | 0 | \$ 45.00 | \$ - | |
| 6 | Topsolling | CY | 1686 | \$ 6.00 | \$ 10,116.00 | |
| 7 | Seeding Class III | ACRE | 2.09 | \$ 2,000.00 | \$ 4,180.00 | |
| 8 | Geotextile Fabric | SY | 0 | \$ 3.50 | \$ - | |
| 9 | Wood Excelsior Fiber Mat | SY | 5892 | \$ 5.00 | \$ 29,460.00 | |
| 10 | Remove and Salvage Culvert - All Types & Sizes | LF | 0 | \$ 25.00 | \$ - | |
| 11 | Pipe Conduit 24 Inch | LF | 0 | \$ 120.00 | \$ - | |
| 12 | Canal Gate 24 Inch | EA | 0 | \$ 2,000.00 | \$ - | |
| | | | | | Subtotal: | \$ 68,164.00 |
| TOTAL PROJECT COSTS - Items 1 through 12 | | | | | \$ | 146,340.50 |

CONSTRUCTION PLANS FOR BURNT CREEK FLOOD CONTROL 2011 FLOOD DAMAGE RESTORATION PROJECT

BURLEIGH COUNTY WATER RESOURCE DISTRICT
BISMARCK, NORTH DAKOTA
DECEMBER 2012

UTILITY NOTE:
ALL UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEYS AND/OR EXISTING DRAWINGS. THERE IS NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND ALL DAMAGES WHICH MAY RESULT FROM HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

GOVERNING SPECIFICATIONS:
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED BY THE NORTH DAKOTA LEGISLATURE IN 2009. THESE SPECIFICATIONS SHALL APPLY TO ALL STANDARD DRAWINGS SUBMITTED IN EFFECT AND OTHER CONTRACT PROVISIONS SUBMITTED HEREIN.

GOVERNING STANDARDS:
MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION. THIS SPECIFICATION INCLUDES THE SAFETY, CONTROL, AND CONTENTS USED IN ROAD MARKINGS AND SIGNS. ALL CONTRACT DEVICES MUST CONFORM TO THESE STANDARDS.

ENGINEER'S CERTIFICATE:
I, **ROBERT J. HANSEN**, PROFESSIONAL ENGINEER IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR BURNT CREEK FLOOD CONTROL, PROJECT NO. 4241-300, WERE PREPARED UNDER MY CLOSE PERSONAL SUPERVISION AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

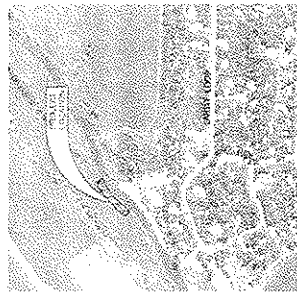
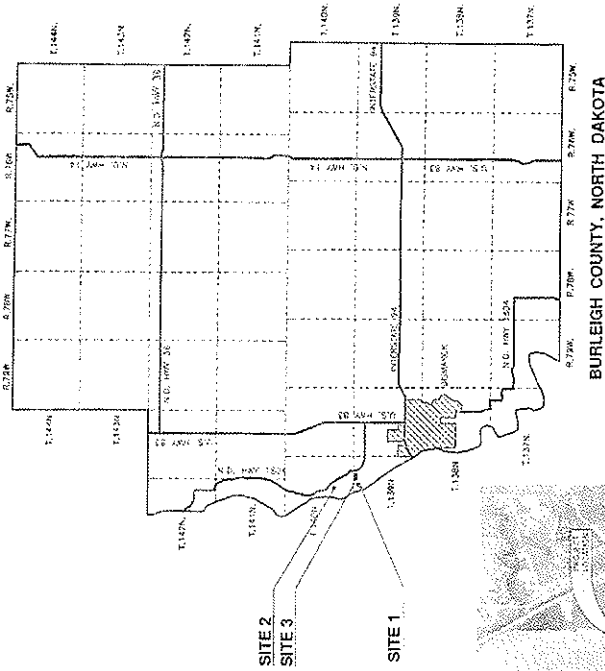
DATE: _____

ROBERT J. HANSEN, P.E.
NORTH DAKOTA REGISTRATION NO. 2002

This document is preliminary and not for construction or implementation purposes.

SHEET INDEX

- 1. COVER SHEET, VERTICAL AND LOCATION MAPS
- 2. ESTIMATED QUANTITIES & CONSTRUCTION NOTES
- 3-5. SITE 1, 2, AND 3 PLAN AND PROFILE
- 7-10. SITE 3 CROSS SECTIONS



Houston Engineering Inc.

LOCATION MAP

HEI PROJECT NO. 4241-300

ESTIMATED QUANTITIES

| Item No. | Description | Unit | Quantity |
|----------|---------------------------------------------|-------|----------|
| 1 | CONTRACT BOND | L.SUM | 1 |
| 2 | IMPROVIZATION | L.SUM | 1 |
| 3 | BORROW EXCAVATION | CY | 4,243 |
| 4 | WASTE EXCAVATION | CY | 90 |
| 5 | RIPRAP | TON | 785 |
| 6 | TOPSOILING | CY | 2,182 |
| 7 | SEEDING CLASS III | ACRE | 2.70 |
| 8 | GEOTEXTILE FABRIC | SY | 683 |
| 9 | WOOD SKELETON FIBER MAT | SY | 8,280 |
| 10 | REMOVE AND SALVAGE CHURCH ALL TYPES & SIZES | LF | 60 |
| 11 | PIPE CONDUIT 24IN | LF | 60 |
| 12 | CANAL GATE 24IN | EA | 1 |

LEGEND

- WATER MAIN
- SANITARY SEWER MAIN
- SANITARY SEWER FORCE MAIN
- STORM SEWER MAIN
- STORM SEWER TIE-IN
- MANHOLE
- CLEAROUT
- FIRE HYDRANT
- GATE VALVE
- CURBSTOP
- UTILITY HOLE
- W / COP WIRE
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEPHONE
- CABLE TV
- GAS MAIN
- CONCRETE TREE
- DECIDUOUS TREE
- HEDGE
- SIGN
- FENCE
- RAILROAD TRACKS
- SPOT FIXATION
- STANDARD CURB & GUTTER
- MOVABLE CURB & GUTTER
- PAVING
- RIGHT OF WAY LINE
- DIRECTION OF DRAINAGE
- IRON MONUMENT FOUND
- CHIEF OF POLICE SET
- PK MAIL
- SOIL BORING

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ESTIMATED QUANTITIES & CONSTRUCTION NOTES PROJECT NO. 4244-300 SHEET 2 OF 10

BURNIT CREEK FLOODWAY PROJECT RESTORATION
BURLING COUNTY WATER RESOURCE DISTRICT
BISMARCK, NORTH DAKOTA

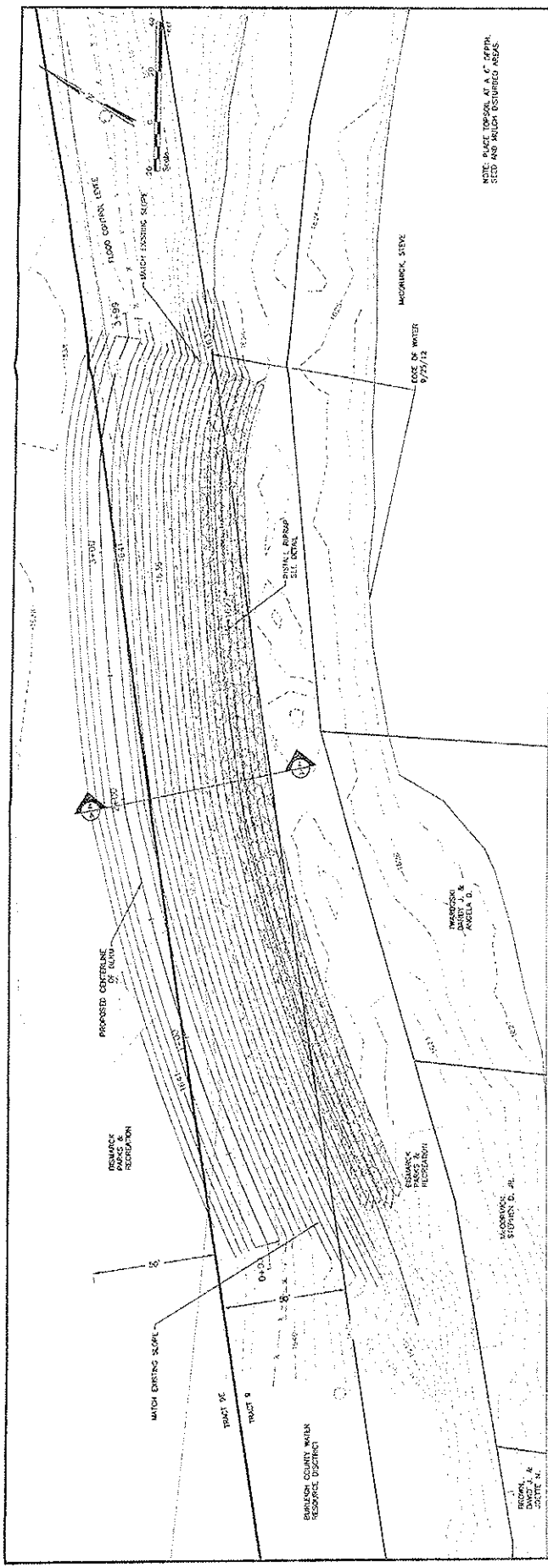
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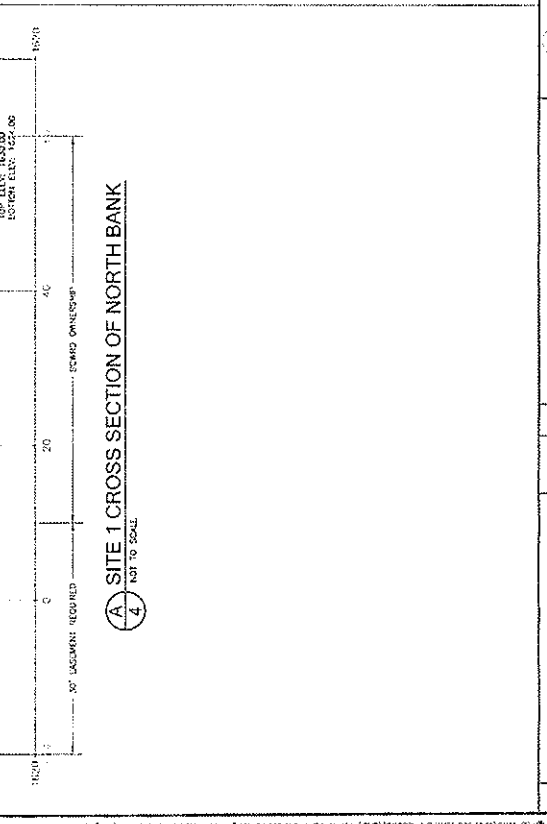
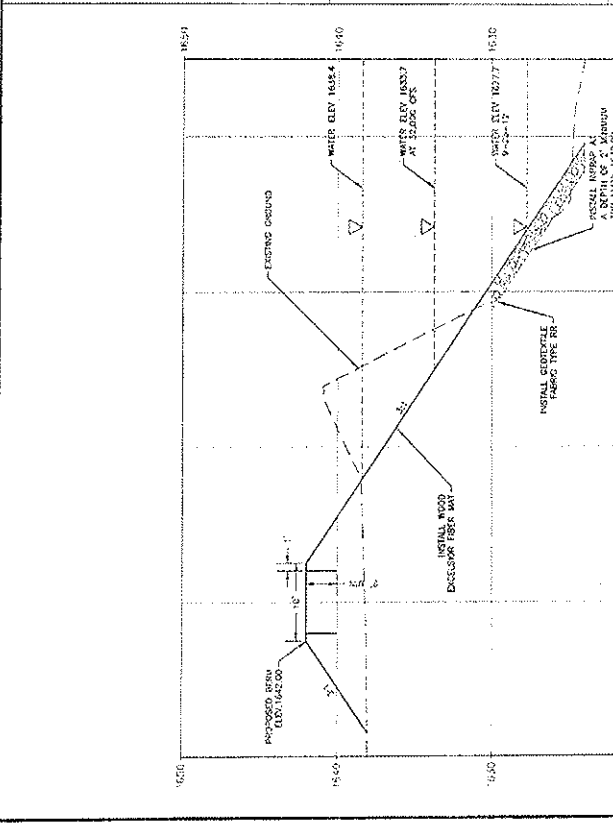
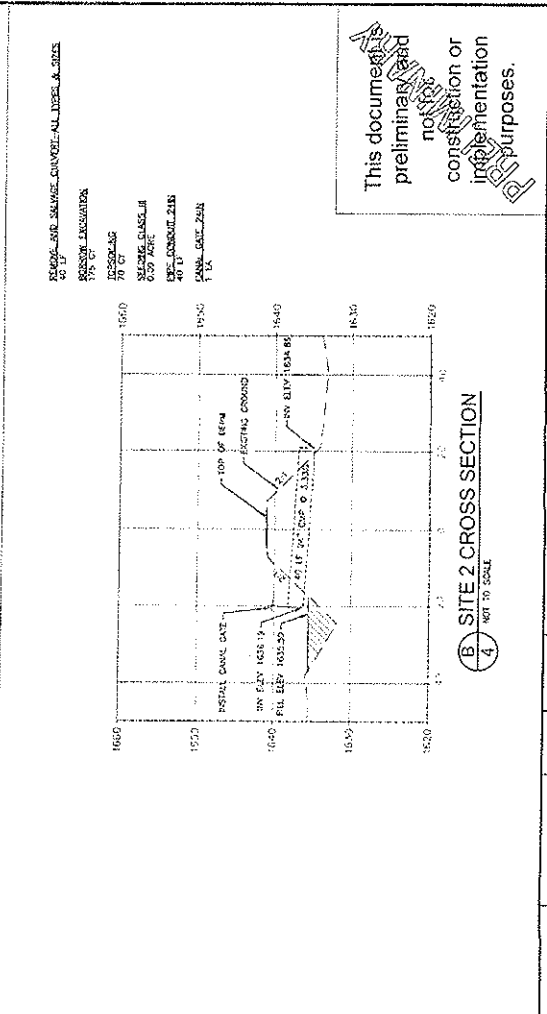
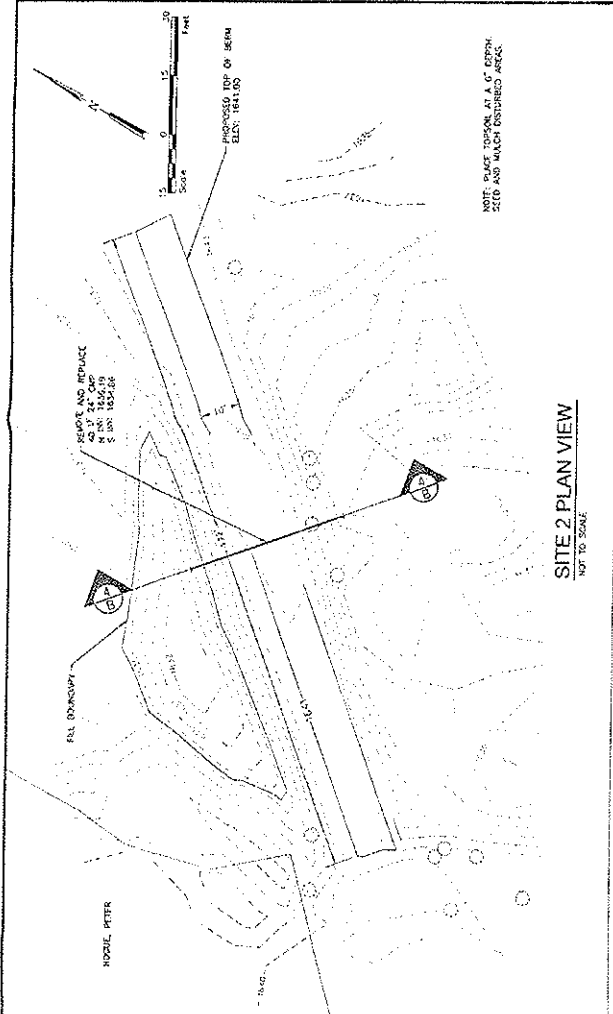


CONSTRUCTION NOTES

1. CONSTRUCTION STAKES WILL BE SUPPLIED BY THE OWNER. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL SURVEY STAKES AND MONUMENTS. STAKES OR MONUMENTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A REGISTERED SURVEYOR. THE CONTRACTOR SHALL NOTIFY SURVEYOR 72 HOURS IN ADVANCE OF CONSTRUCTION START.
2. THIS PROJECT SHALL BE CONDUCTED UNDER A STATE OF NORTH DAKOTA NATIONAL POLLUTION DISCHARGE PERMIT (NDPDES) PERMIT. THE CONTRACTOR SHALL OBTAIN A STATE WATER POLLUTION CONTROL PERMIT (SWPDES) TO THE EXTENT OF THE PROJECT SITE.
3. CONTRACTOR SHALL PLACE EROSION CONTROL AS REQUIRED BY NPDES PERMIT AND AS DIRECTED BY THE ENGINEER.
4. THIS PROJECT SHALL BE CONDUCTED UNDER A STATE OF NORTH DAKOTA NATIONAL POLLUTION DISCHARGE PERMIT (NDPDES) PERMIT. THE CONTRACTOR SHALL OBTAIN A STATE WATER POLLUTION CONTROL PERMIT (SWPDES) TO THE EXTENT OF THE PROJECT SITE.
5. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR ALL PROJECT SITE SAFETY.
6. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING TESTING THE OWNER, COUNTY ENGINEER, AND DESIGNER SHALL BE SUPPLIED WITH COPIES OF ALL TEST REPORTS.
8. ALL PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.
9. WATER FOR CONSTRUCTION SHALL BE OBTAINED FROM AN APPROVED SOURCE AND THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS.
10. TOPSOIL, R-1000, IS BLENDED & PLACED ON A 6" DEPTH AND PLACED IN ALL THE SPECIFIED AREAS.
11. ALL COORDINATES ARE IN NAD83 NORTH DAKOTA STATE PLANE SOUTH ZONE (1982), INTERSECTION 100E.
12. CANAL GATE SHALL BE WATERMAN C-19 OR APPROVED EQUAL.

| No. | Revision | Date | By |
|-----|----------|------|----|
| | | | |

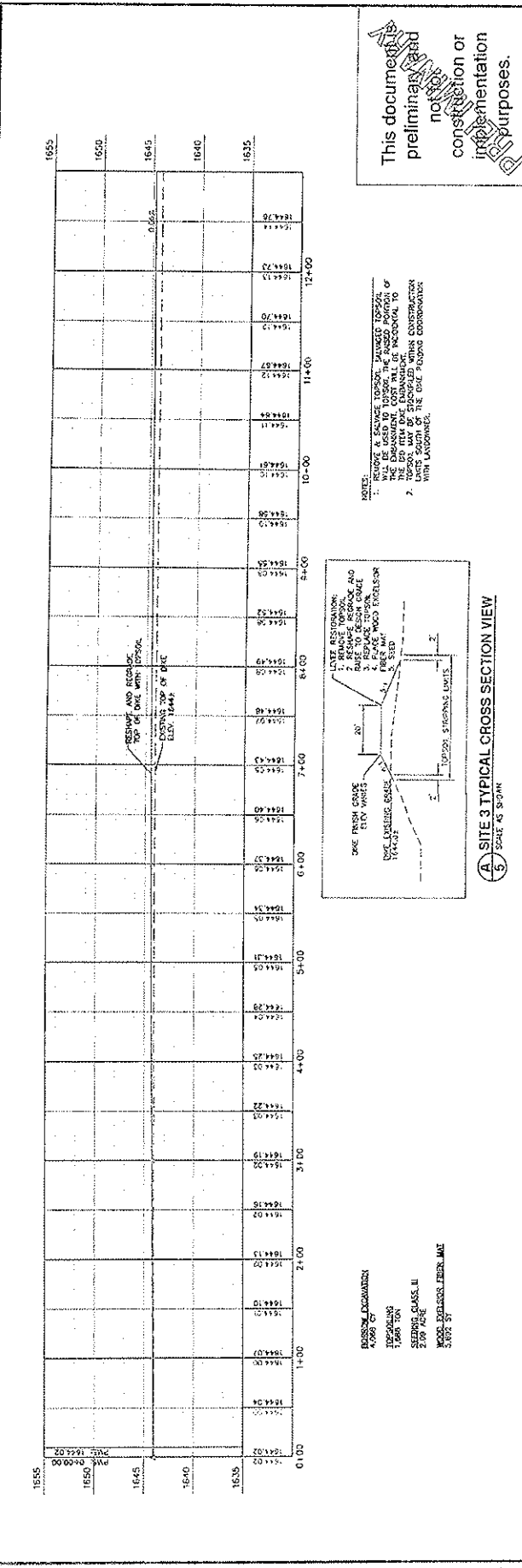
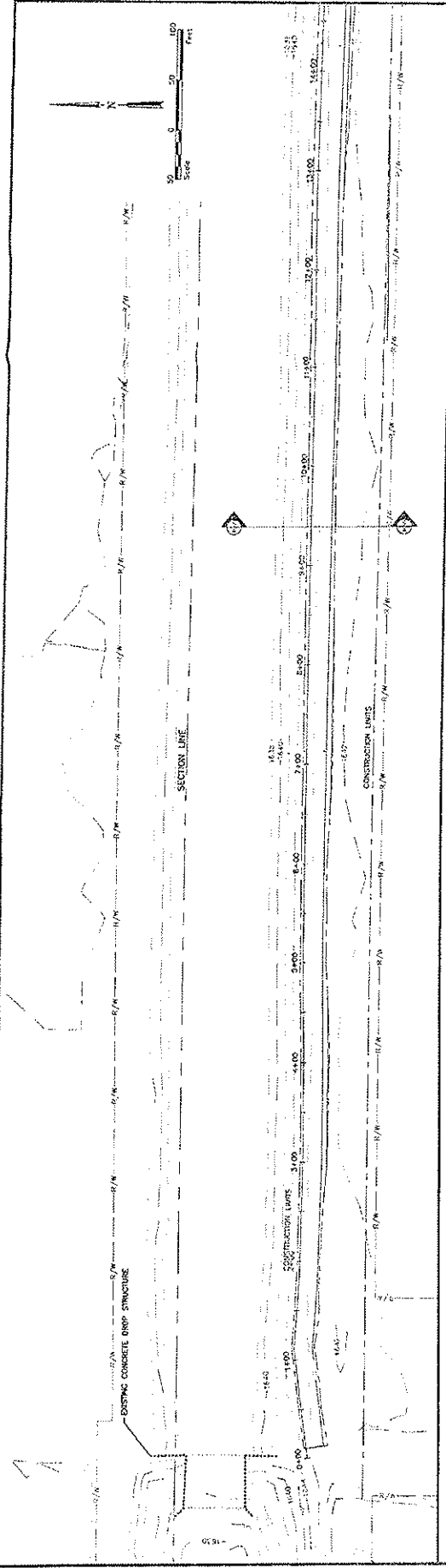




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AS SHOWN AND SHOWN UNLESS OTHERWISE NOTED
 DESIGN ASSUMPTIONS
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| No. | Revision | Date | By | | PROJECT: BURNT CREEK FLOODWAY RESTORATION PROJECT | SHEET 4 OF 10 |
| | | | | | | SITE 1 NORTHERN DIKE SITE 2 OXBOW CHANNEL PROJECT NO. 4224-300 |
| DRAWN BY: UCK/B | CHECKED BY: M/G | DATE: 12-20-12 | SCALE: AS SHOWN | DISTRICT: BURLEIGH COUNTY WATER RESOURCE DISTRICT | COUNTY: BURLEIGH COUNTY, NORTH DAKOTA | SHEET 4 OF 10 |



THIS DOCUMENT IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION OR IMPLEMENTATION PURPOSES.

PROJECT INFORMATION:
 BURNED CREEK FLOODWAY RESTORATION PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BISMARCK, NORTH DAKOTA
 PROJECT NO. 4742-300

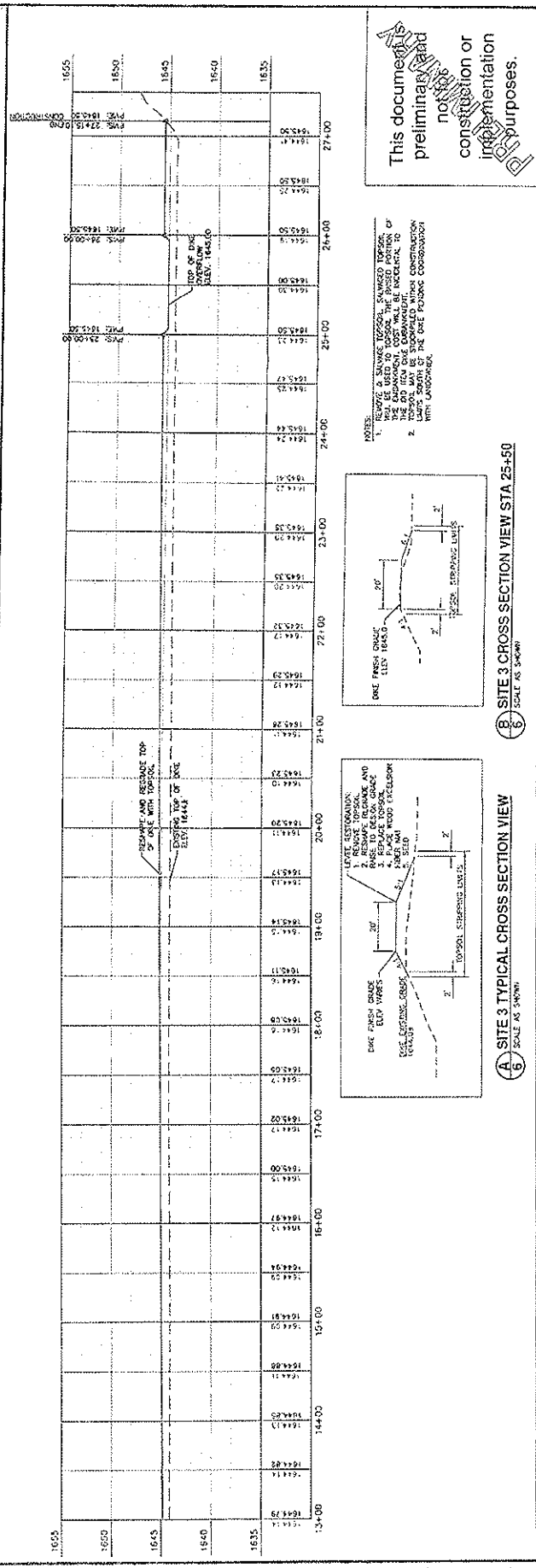
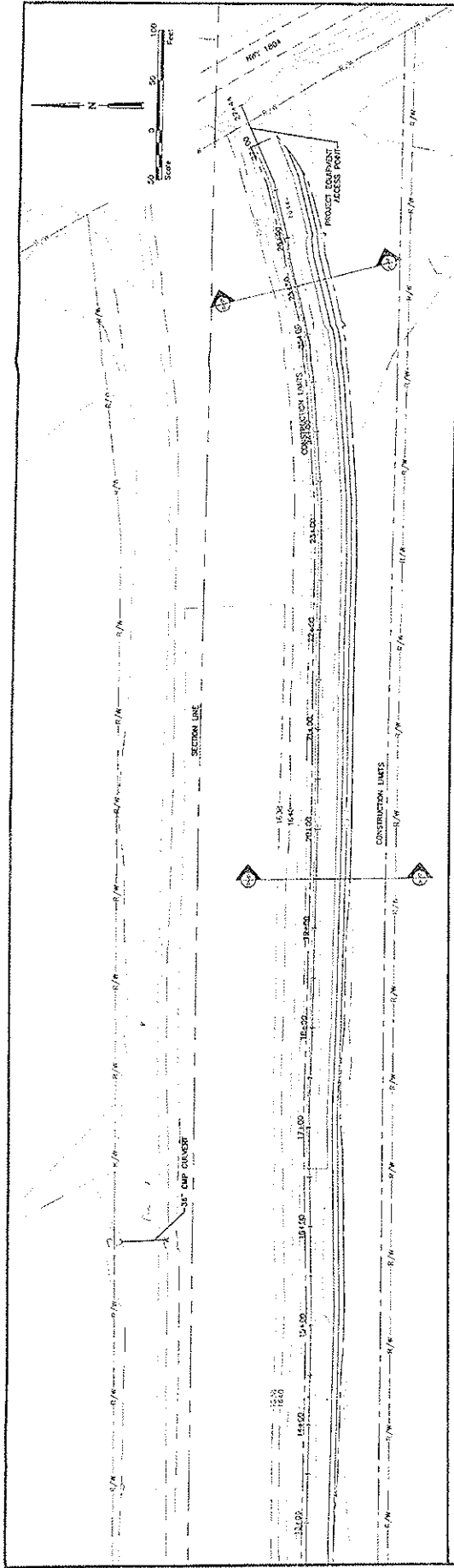
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DESIGNED BY: MGH
CHECKED BY: MGH

DATE: 12-20-12
SCALE: AS SHOWN

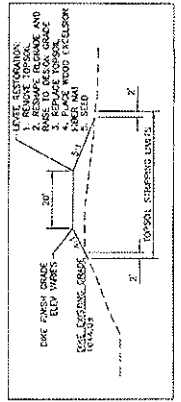
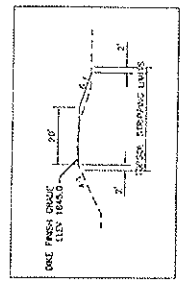
PROJECT NO.: 4742-300

SHEET NO.: 5 of 10



This document is preliminary and not for construction or implementation purposes.

NOTES:
 1. THIS DRAWING IS A PRELIMINARY DESIGN AND SHOULD BE USED TO ESTIMATE THE APPROXIMATE COST OF THE PROJECT. THE APPROXIMATE COST WILL BE INCREASED TO 10% TO 20% TO BE SUBMITTED WITH CONSTRUCTION PERMITS. THE USE OF THIS DRAWING WITH LANDOWNER COOPERATION IS REQUIRED.
 2. THE USE OF THIS DRAWING WITH LANDOWNER COOPERATION IS REQUIRED.



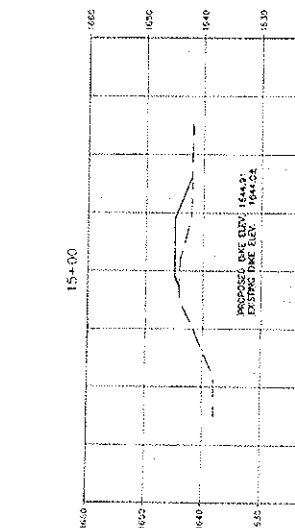
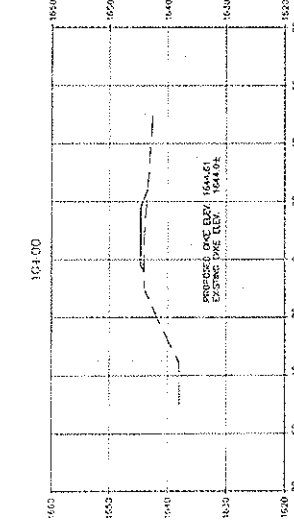
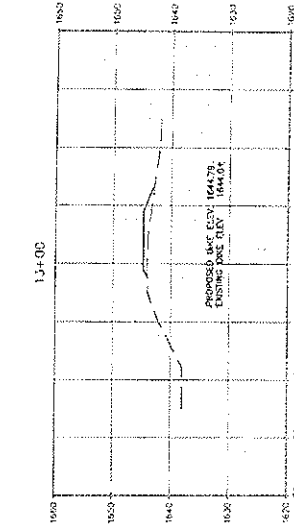
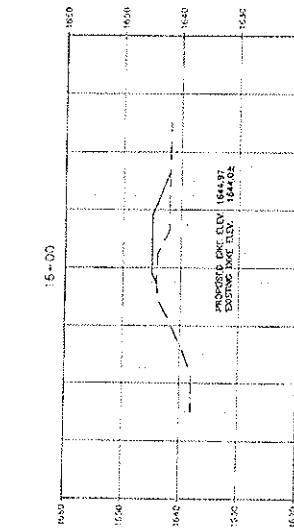
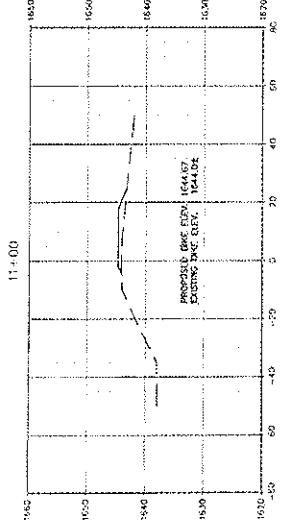
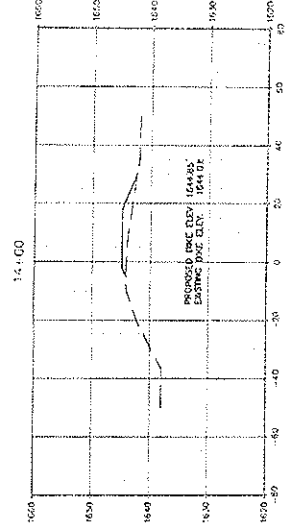
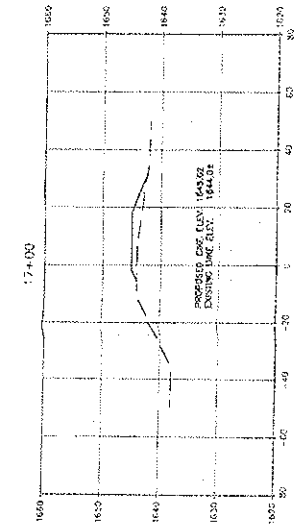
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SCALE AS SHOWN

A SITE 3 TYPICAL CROSS SECTION VIEW
SCALE AS SHOWN

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BURNT CREEK FLOODWAY RESTORATION PROJECT
 BURLEIGH COUNTY WATER RESOURCE DISTRICT
 BISMARCK, NORTH DAKOTA

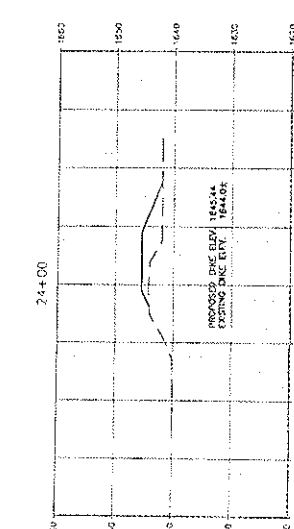
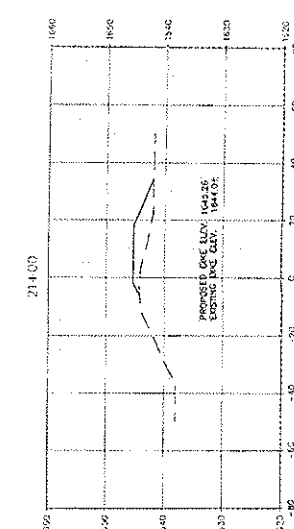
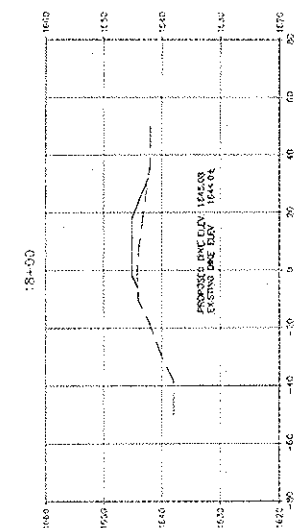
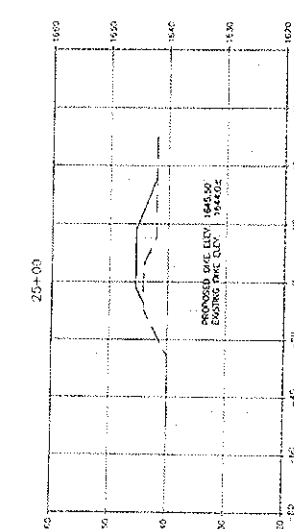
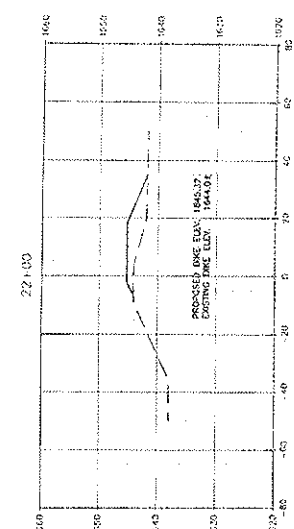
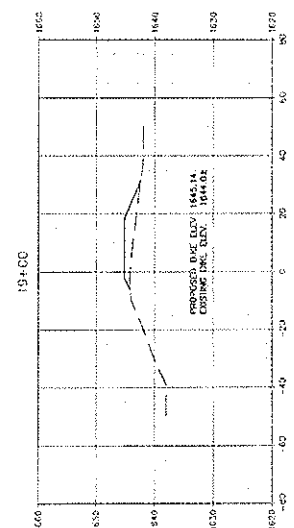
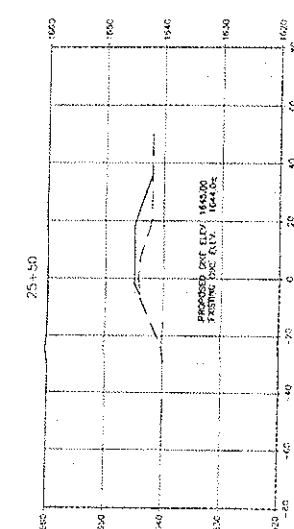
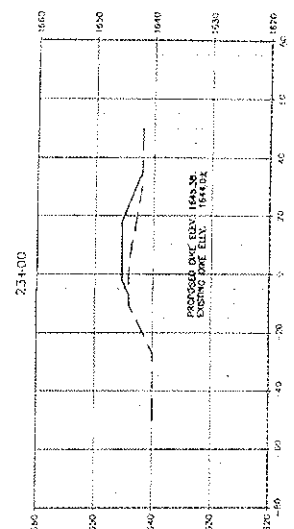
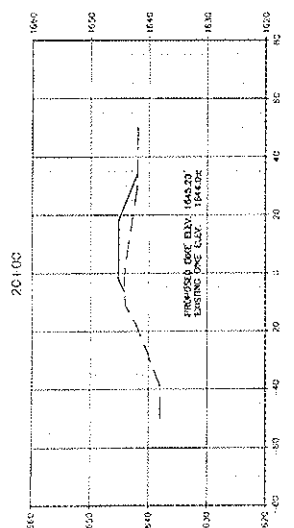
SITE 3 DIKE RESTORATION
 PLAN AND PROFILE
 PROJECT NO. 4241-300
 SHEET 6 OF 10



| No. | Revision | Date | By |
|-----|----------|------|----|
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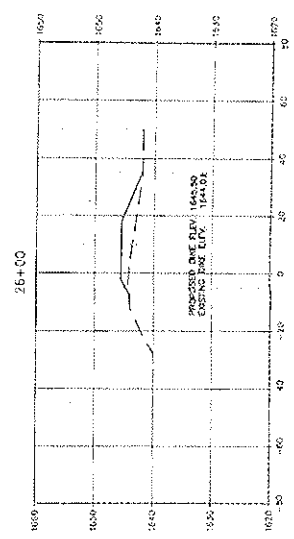
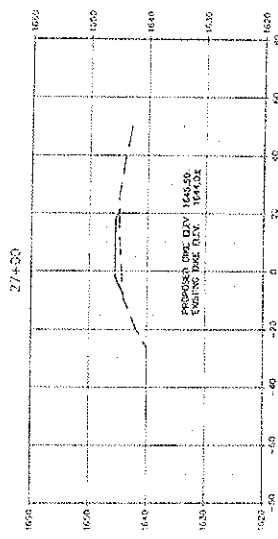
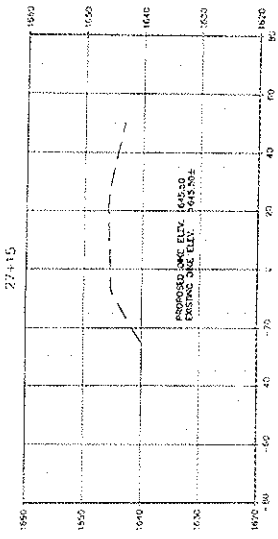
H&B Engineering, Inc.

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 Created by: MHS
 Date: 12-4-12
 Scale: AS SHOWN



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| | Burnt Creek Floodway Restoration Project BURLINGHAM COUNTY WATER RESOURCE DISTRICT BISMARCK, NORTH DAKOTA | SITE 3 DIKE RESTORATION CROSS SECTIONS PROJECT NO. 4341-300 | SHEET 9 of 10 |
| | Design by KJB Created by MNG AS SHOWN | Date 12-4-12 | Scale AS SHOWN |

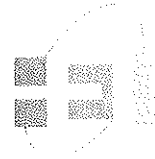
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|-------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------|---------|-------------------------------------------------------------------|----|-------------------|----------|
|  | | Burnt Creek Floodway Restoration Project Burleigh County Water Resource District Bismarck, North Dakota | | SITE 3 DIKE RESTORATION CROSS SECTIONS PROJECT NO. 4241.300 | | SHEET 10 of 10 | |
| Drawn by | MS | Date | 12-4-12 | Checked by | MS | Scale | AS SHOWN |
| Checked by | MHG | Scale | | AS SHOWN | | | |

33

MEMO



HoustonEngineering Inc.

Technical Memorandum

To: Burleigh County
Water Resource District

From: Craig Odenbach, P.E.
Joe Lewis

Date: May 20, 2013

Subject: Hay Creek Sediment &
Geomorphologic Assessment

Introduction

The Burleigh County Water Resource District has partnered with the ND Department of Health for several years in an effort to assess the sediment yield in the Hay Creek Watershed as well as the geomorphic stability of the stream. Sediment data has been collected along Hay Creek for several years, and grant funding was provided to review that data and to revisit the geomorphic sites established nearly a decade ago. This Technical Memorandum summarizes the results of that effort.

Sediment Yield Analysis

The U.S. Geological Survey provided stage, discharge and suspended sediment data collected between May 2010 and September 2011 on Hay Creek at Main Avenue in Bismarck (Gage# 06349600) under a Joint Funding Agreement with the Burleigh County Water Resource District. Stage-discharge and sediment-discharge rating curves were developed by the U.S. Geological Survey as part the agreement and provided to the Burleigh County Water Resource District.

The suspended sediment-discharge rating curve was used to estimate annual sediment yields for the Hay Creek watershed and make a comparison to "reference" sediment yields established by a recent EPA Region 8 study. This memo summarizes the methodology and data used to develop the annual sediment yields and the comparison to reference values.

The sediment-discharge rating curve is based upon the following 11 discrete samples collected in 2010 and 2011 in **Table 1**.

| Date | Instantaneous Discharge, (cfs) | Suspended Sediment Concentration (mg/L) |
|-----------|-----------------------------------|-----------------------------------------------|
| 5/25/2010 | 22 | 14 |
| 6/22/2010 | 196 | 145 |
| 8/1/2010 | 224 | 43 |
| 8/2/2010 | 231 | 508 |
| 8/30/2010 | 11 | 42 |
| 5/9/2011 | 5.5 | 3 |
| 5/10/2011 | 33 | 312 |

| Date | Instantaneous Discharge, (cfs) | Suspended Sediment Concentration (mg/L) |
|-----------|-----------------------------------|-----------------------------------------------|
| 6/13/2011 | 33 | 41 |
| 7/11/2011 | 7 | 6 |
| 7/30/2011 | 159 | 519 |
| 8/16/2011 | 265 | 389 |

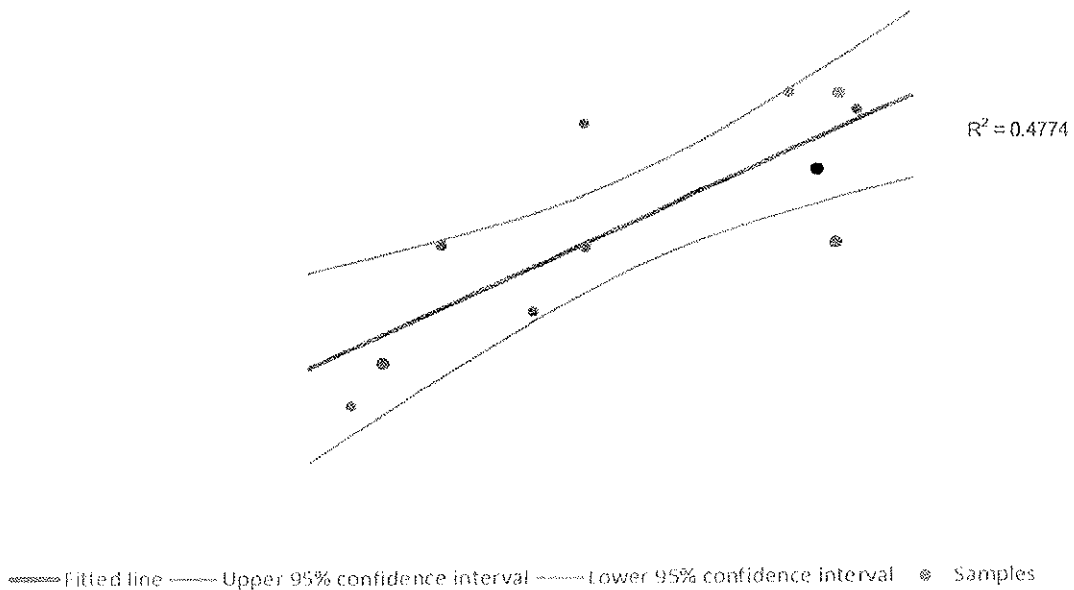
Figure 1 displays the resulting sediment-discharge relationship developed from the discrete samples. The relationship can be described in the following equation:

$$\log(SSC) = 0.8628(\log(Q)) + 0.367$$

Figure 1

Sediment-Discharge Rating Plot (Log Transformed)

06349600 Hay Creek at Main Ave. Bismarck, ND



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Hay Creek Load Estimation

The available mean daily flow values were downloaded from the U.S. Geological Survey for the available period of record between June 1, 2002 and October 2, 2012. A total of 1,758 daily flow values were available during this period and are summarized in **Table 2**. The gage is operated seasonally meaning a continuous discharge throughout the entire year is not available. Monitoring typically begins during the spring thaw and ends approximately September 30th of each year. This seasonal monitoring record is expected to have captured a large percentage of each year's annual volume if not all. The values displayed in the analysis below are therefore identified as "annual" values. In cases where the data had missing mean daily values during the regular seasonal monitoring period, a mean daily value was interpolated from the surrounding daily values. In most instances the period of missing data was 1-3 days.

The suspended sediment-discharge curve was applied to the mean daily flow values to calculate a suspended sediment load. It was assumed that the suspended sediment-discharge curve developed using instantaneous discharge measurements is suitable for estimating annual sediment loads from the mean daily flow values. Additionally, no temporal variation in the suspended sediment-discharge curve was applied to account for any seasonal variation in suspended sediment concentration.

Table 2

Mean Daily Flow Data Summary, Annual Runoff Volume and Sediment Load Estimates

| Year | Begin Date | End Date | Days in Period | Number of Days with Mean Daily Flow Value* | Water Volume acre-ft/ Inches runoff | Sediment Load lbs/year | Sediment Load tons/year |
|------|------------|----------|----------------|--------------------------------------------|----------------------------------------|------------------------|-------------------------|
| 2002 | Aug. 2 | Sept. 30 | 60 | 60 | 339/0.2 | 15,437 | 7.7 |
| 2003 | March 1 | Sept. 30 | 214 | 214 | 1170/0.7 | 24,322 | 12.2 |
| 2004 | March 9 | Sept. 30 | 206 | 197 | 1879/1.1 | 30,857 | 15.4 |
| 2005 | March 29 | Sept. 30 | 186 | 178 | 1757/1.1 | 76,402 | 38.2 |
| 2006 | - | - | - | 0 | - | - | - |
| 2007 | April 24 | Sept. 30 | 160 | 157 | 2234/1.3 | 146,374 | 73.2 |
| 2008 | April 16 | Sept. 30 | 168 | 161 | 1164/0.7 | 30,088 | 15.0 |
| 2009 | March 17 | Sept. 30 | 198 | 190 | 7676/4.6 | 1,080,611 | 540.3 |
| 2010 | March 8 | Sept. 30 | 207 | 188 | 5604/3.4 | 381,746 | 190.9 |
| 2011 | March 15 | Sept. 29 | 199 | 192 | 6236/3.7 | 362,084 | 181.0 |
| 2012 | March 1 | Oct. 2 | 216 | 216 | 2160/1.3 | 56,478 | 28.2 |

*Missing values interpolated

It should be noted that the suspended sediment-discharge rating curve is based upon discharges ranging between 5.5 and 265 cfs. In March and April of 2009, Hay Creek experienced a significant flood event with mean daily discharges as high as 450 cfs. The rating curve was extrapolated to estimate sediment loads for these higher discharges creating some amount of uncertainty in the estimated sediment loads.

Additionally, the watershed runoff volumes for years 2009, 2010 and 2011 of 4.6, 3.4 and 3.7-inches respectively are well above the mean annual runoff depth for the region. The North Dakota Hydrology

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Guide gives a median runoff depth of approximately 1 inch. The Hay Creek watershed is partially developed which contributes to some degree to the higher annual runoff depths.

Sediment Yield Calculation

The gage location has a drainage area of 31.2 square miles (80.8 square kilometers) according to the U.S. Geological Survey. The computed annual yield is shown in **Table 3**.

| Table 3 Annual Sediment Yields | |
|-----------------------------------|---------------------------------------------|
| Year | Sediment Yield tons/year/km ² |
| 2002 | Partial year* |
| 2003 | 0.15 |
| 2004 | 0.19 |
| 2005 | 0.47 |
| 2006 | No data* |
| 2007 | 0.91 |
| 2008 | 0.19 |
| 2009 | 6.69 |
| 2010 | 2.36 |
| 2011 | 2.24 |
| 2012 | 0.35 |

*Not used in annual mean calculation

The result is a mean annual suspended sediment yield of 1.51 tons/year/km² for the Hay Creek watershed.

Comparison to Reference Values

The report titled "Characterization of Suspended-Sediment Transport Conditions for Stable, 'Reference' Streams in Selected Ecoregions of EPA Region 8" provides reference values of mean annual sediment yields for the purpose of relating biological conditions of a stream based on sediment yield. The report categorizes stream gage sites as either stable or unstable based on a rapid geomorphologic assessment and calculates the mean suspended sediment yield for the gaged watersheds. The suspended sediment yields computed for Hay Creek can be compared to the reference values listed in the EPA Report. Hay Creek lies within the Northwest Glaciated Plains Eco-region (42). Table 16 on page 57 of the EPA Report gives mean annual suspended sediment values of 1.03 and 7.83 tons/year/km² for stable and unstable gage sites respectively. This table is shown in **Table 4**. The mean annual suspended sediment yield of the Hay Creek watershed gage site is 1.51 tons/year/km², 0.48 tons/year/km² higher than the stable reference value and significantly lower than the unstable reference value of 7.83 tons/year/km².

Table 4 – Table 16 from "Characterization of Suspended-Sediment Transport Conditions for Stable "Reference" Streams in Selected Ecoregions of EPA Region 8" Report

Table 16 – Mean annual suspended sediment median yield (given in red) and quartile values (in bold) for all, stable and unstable sites.

| ALL SITES | | | | | | |
|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Mean annual suspended sediment yield in T.y./km ² | | | | | | |
| | 15 | 17 | 42 | 43 | 46 | 48 |
| 10th Percentile | 0.787 | 1.47 | 0.469 | 1.09 | 0.0748 | 1.20 |
| 25th Percentile | 1.35 | 3.35 | 1.032 | 2.84 | 0.210 | 1.96 |
| 50th Percentile | 3.95 | 5.92 | 3.37 | 8.95 | 0.579 | 5.23 |
| 75th Percentile | 11.4 | 24.6 | 7.13 | 37.6 | 5.18 | 8.81 |
| 90th Percentile | 14.2 | 39.3 | 44.8 | 167 | 7.56 | 15.0 |
| Number of sites | 14 | 42 | 26 | 124 | 27 | 13 |

| STABLE SITES | | | | | | |
|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Mean annual suspended sediment yield in T.y./km ² | | | | | | |
| | 15 | 17 | 42 | 43 | 46 | 48 |
| 10th Percentile | 0.630 | 1.22 | 0.289 | 0.759 | 0.0708 | 1.20 |
| 25th Percentile | 0.646 | 3.01 | 0.837 | 1.52 | 0.158 | 1.23 |
| 50th Percentile | 2.10 | 4.72 | 1.03 | 3.07 | 0.381 | 1.28 |
| 75th Percentile | 3.72 | 8.15 | 2.43 | 6.51 | 0.579 | 3.38 |
| 90th Percentile | 6.30 | 13.4 | 4.39 | 12.0 | 4.33 | 4.52 |
| Number of sites | 9 | 28 | 12 | 48 | 13 | 3 |

| UNSTABLE SITES | | | | | | |
|--------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Mean annual suspended sediment yield in T.y./km ² | | | | | | |
| | 15 | 17 | 42 | 43 | 46 | 48 |
| 10th Percentile | 8.29 | 16.4 | 2.51 | 5.80 | 0.226 | 3.56 |
| 25th Percentile | 8.37 | 30.3 | 5.96 | 15.1 | 0.788 | 4.75 |
| 50th Percentile | 10.4 | 31.5 | 7.83 | 31.3 | 5.19 | 8.16 |
| 75th Percentile | 12.5 | 39.5 | 41.0 | 96.5 | 7.87 | 11.2 |
| 90th Percentile | 12.7 | 69.7 | 71.3 | 209 | 10.2 | 16.9 |
| Number of sites | 1 | 9 | 12 | 58 | 11 | 9 |

The estimated annual sediment yields for all years with the exception of 2009 are below the 75th Percentile of 2.43 tons/year/km² for stable stream gage sites. The 2009 sediment yield value is above the 90th Percentile value. Conversely, all of the estimated annual sediment yields with the exception of 2009 are below the 10th Percentile of 2.51 tons/year/km² for unstable gage sites. The 2009 estimated sediment yield falls between the 10th and 25th Percentile for unstable gages sites. The estimated sediment yield for 2009 is significantly higher compared to other years because of the large runoff volume and high mean daily flows associated with the flood events that occurred in March and April.

Geomorphology

We used aerial imagery from 2001 and 2012 to visually assess any changes in stream alignment. The thalweg was visually delineated using the two sets of aerial imagery. The two lines were then superimposed over 2012 aerial imagery and are presented in the following three figures. The only location where there is significant change from 2001 to 2012 was in the location of the Century Avenue crossing where the crossing was reconstructed by the City of Bismarck during the intervening period.

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MEMO

The five geomorphologic sites originally identified and surveyed in 2001 were re-surveyed. Although this effort was outside the original scope for the current grant, it was identified as a task to be completed in the next grant funding cycle. However, available grant monies remained unused, so this effort was completed early.

There were some difficulties associated with re-creating the original cross sections. Originally, these sections were surveyed using a hand held GPS unit to establish a bench mark at each site. Cross sections were then taken using a laser level and taped offsets. In the case of 3 of the five, we were able to relocate the identified bench mark and these bench marks were re-surveyed using survey grade GPS. However, the elevations obtained for the bench marks differed, in some cases significantly, from the elevations originally obtained using the hand held GPS. In those cases, we simply adjusted the bench mark elevations accordingly, assuming the results obtained using the survey grade GPS were the more accurate. The auxiliary cross sections located 100 feet upstream and downstream of the primary cross section were even more difficult to duplicate with confidence in the accuracy of the results obtained. The results are illustrated in the five sheets attached to this memorandum.

Next Steps

At the beginning of this current effort, we identified Task 2B as being completed in future years. The task was identified as follows:

The current stream morphology will be assessed and compared to historic conditions using the following two additional approaches:

- *Re-Survey of Cross Sections*

The cross sections from the prior assessment will be re-surveyed and the results used to further characterize geomorphic changes.

- *Field Geomorphology Assessment*

Prior Geomorphic Sites will be re-visited and stream will be re-classified. Comparative photos will be taken at prior photo sites.

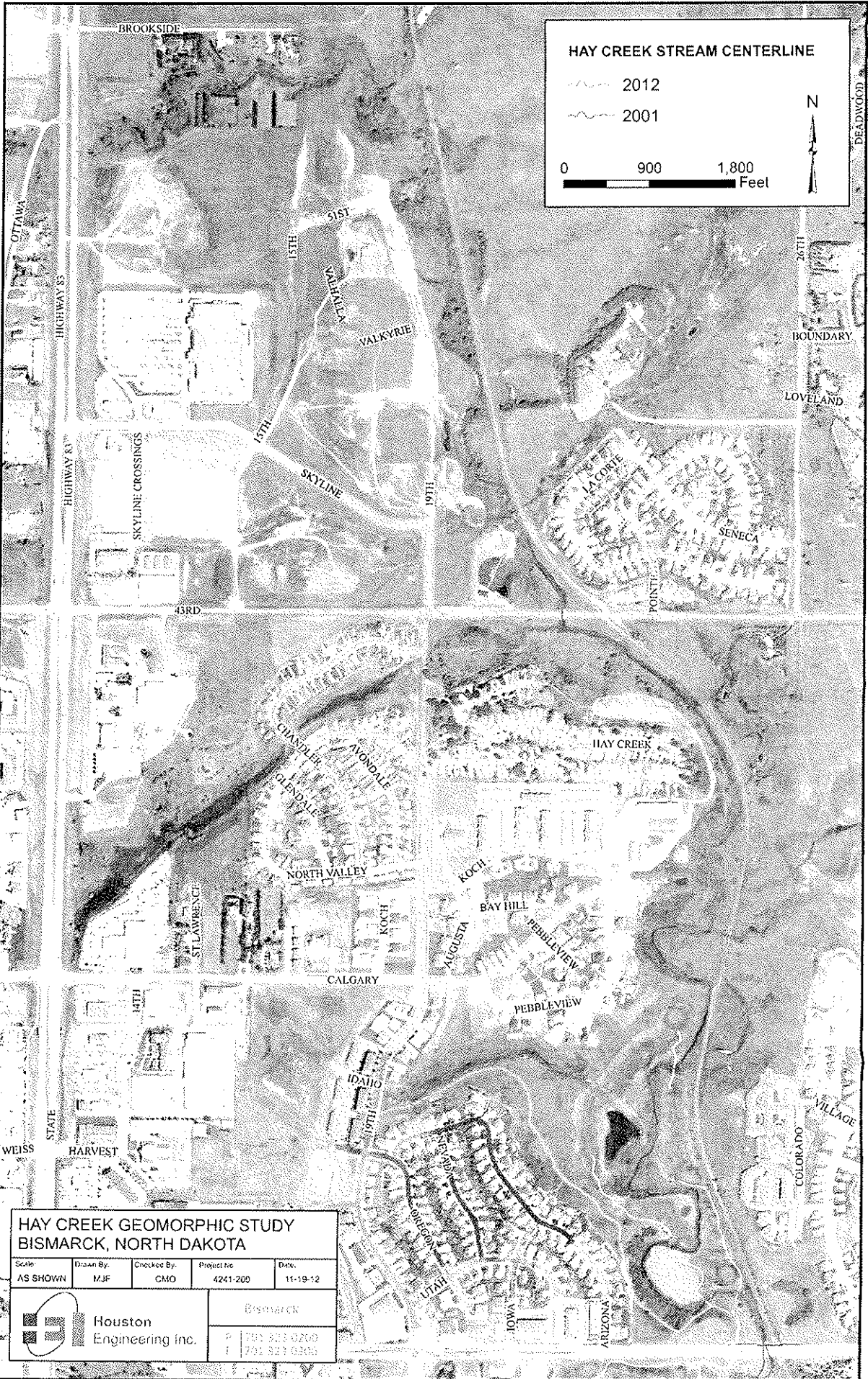
- *Development of a Technical Memorandum summarizing the results of the geomorphic assessment.*

Because the re-survey was already completed, the next step will be to complete the field geomorphology assessment and develop the resulting technical memorandum.

References

1. U.S. Geological Survey Gage on Hay Creek at Main Avenue, Bismarck, ND (06349600)
http://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=06349600
2. "Hydrology Manual for North Dakota", U.S. Department of Agriculture – Soil Conservation Service.
3. "Characterization of Suspended-Sediment Transport Conditions for Stable "Reference" Streams in Selected Ecoregions of EPA Region 8"; Klimetz, Simon and Schwartz; U.S. Department of Agriculture – Agricultural Research Service, National Sedimentation Laboratory Technical Report 61, Watershed Physical Processes Research Unit; April 2009.

06



HAY CREEK STREAM CENTERLINE

2012

2001

0 900 1,800 Feet

N

| | | | | |
|--------------------------------------------------------------|---------------------|-----------------------|----------------------------------|-------------------|
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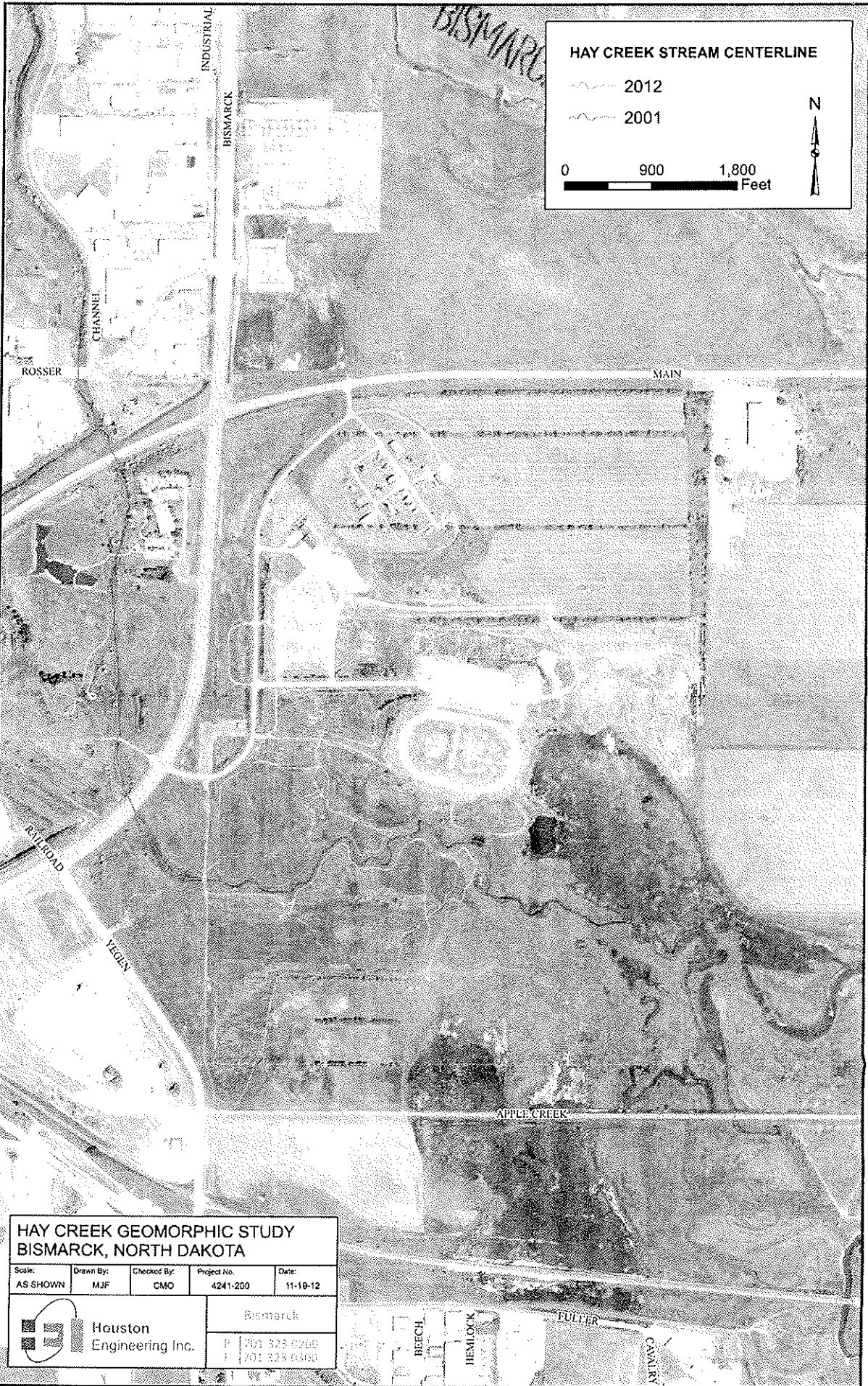
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**HAY CREEK GEOMORPHIC STUDY
BISMARCK, NORTH DAKOTA**

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HAY CREEK STREAM CENTERLINE

 2012
 2001

0 900 1,800
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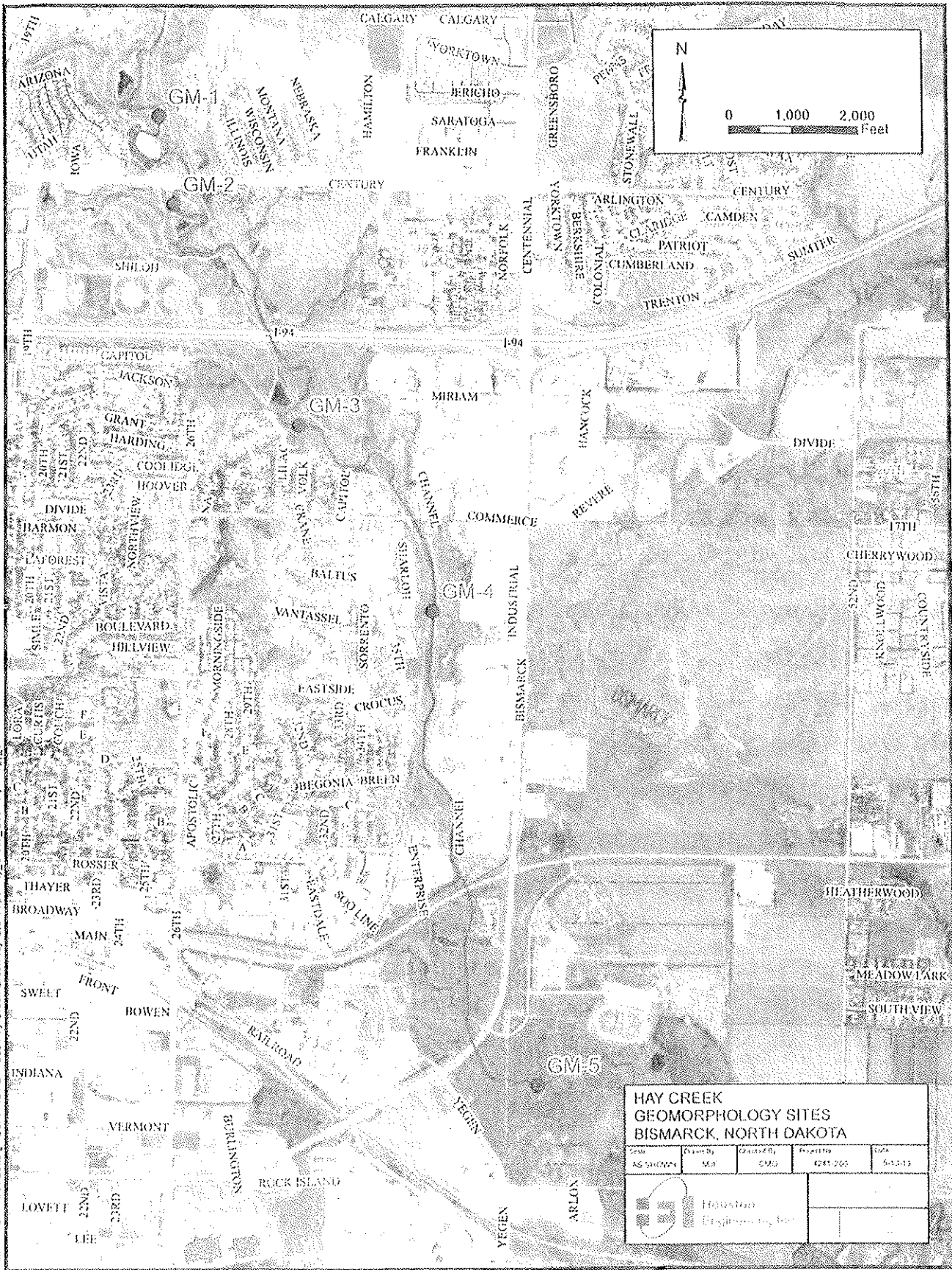
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BISMARCK, NORTH DAKOTA**

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**HAY CREEK
GEOMORPHOLOGY SITES
BISMARCK, NORTH DAKOTA**

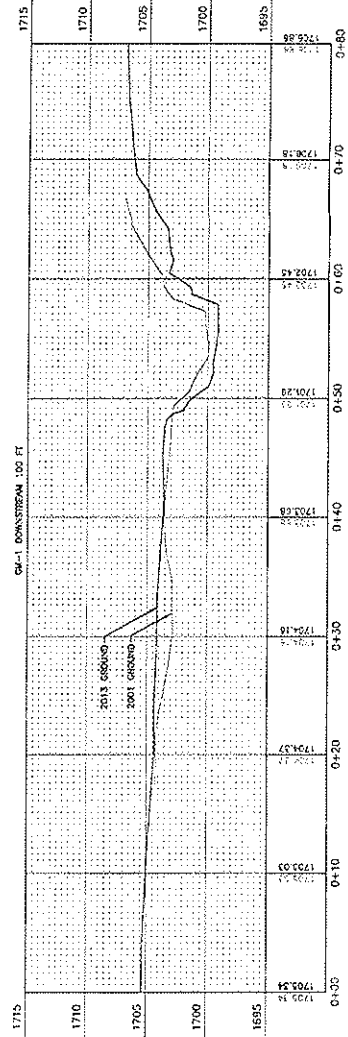
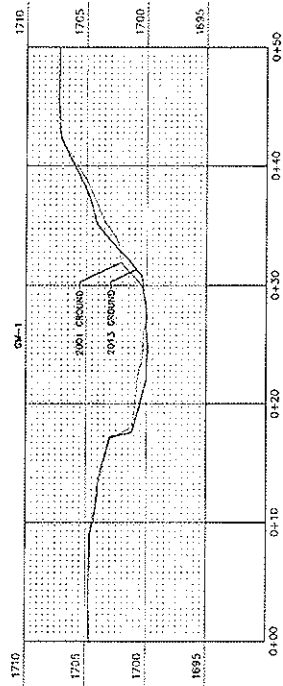
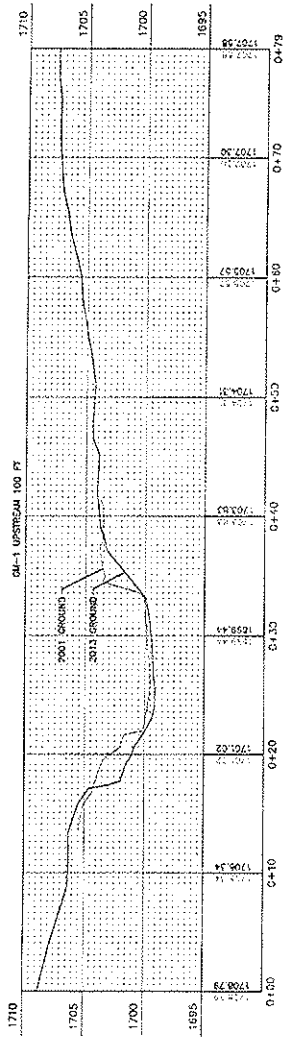
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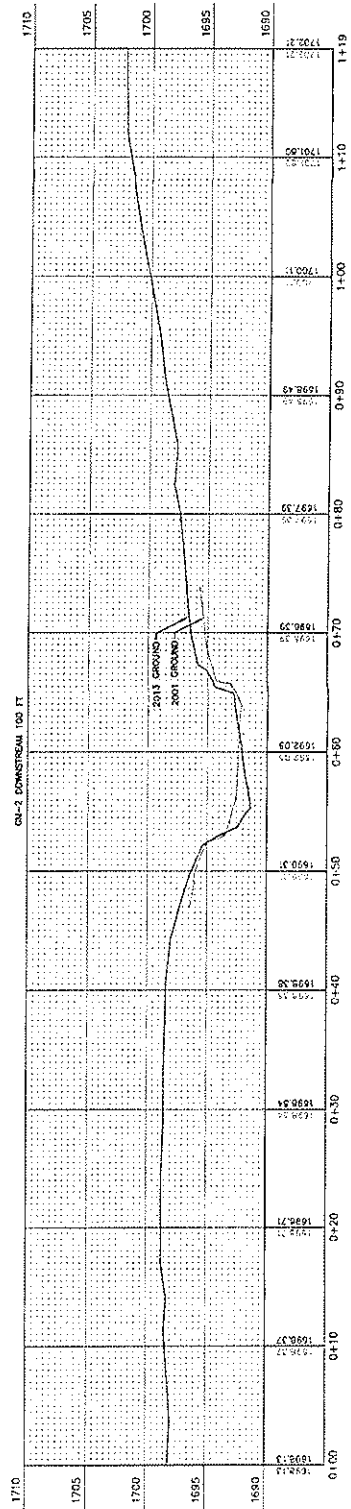
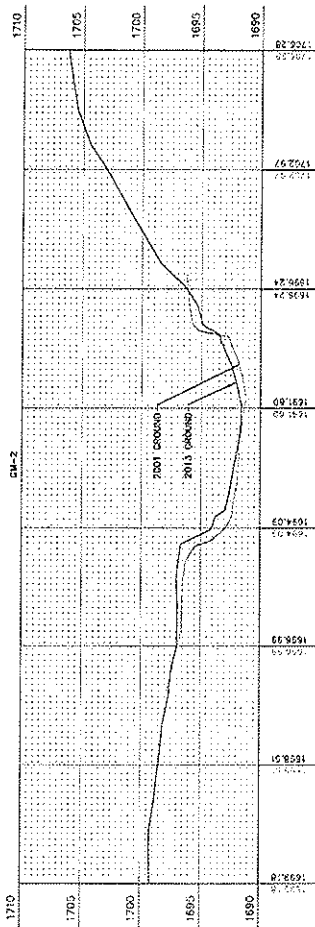
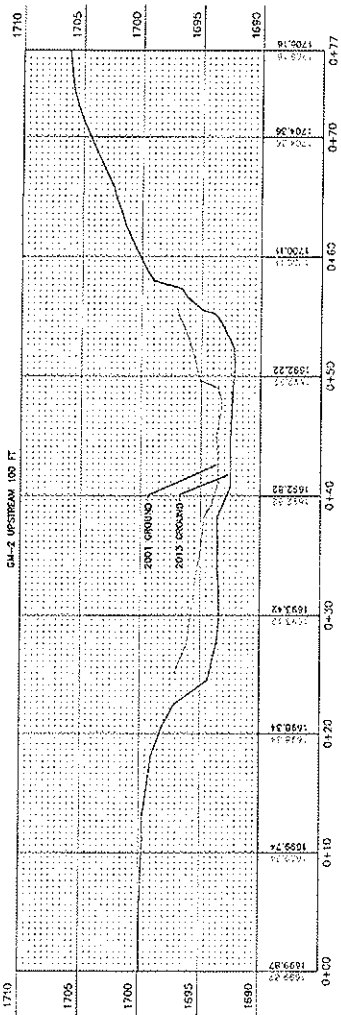
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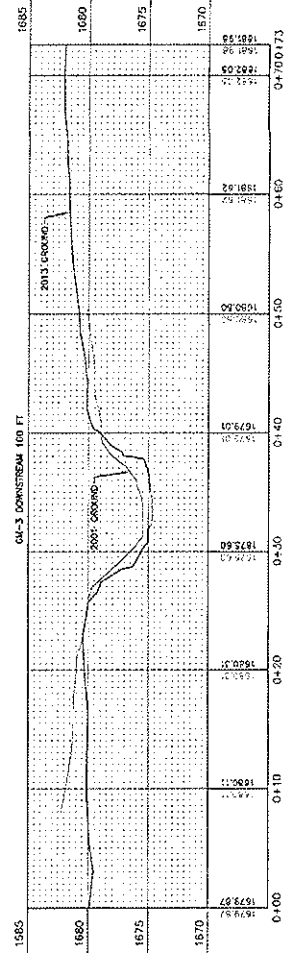
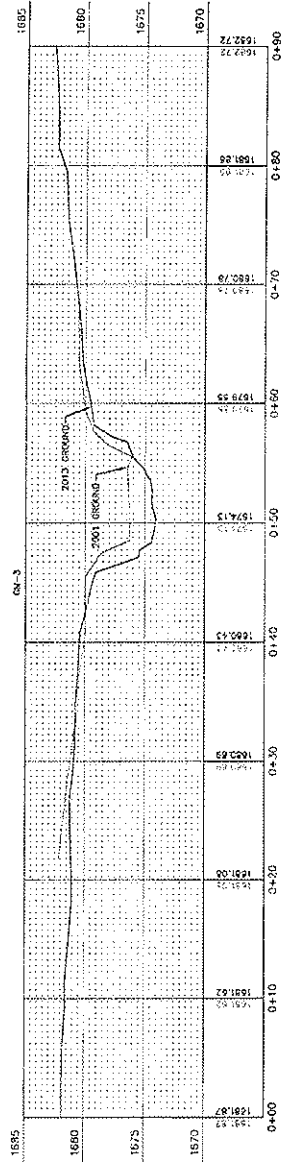
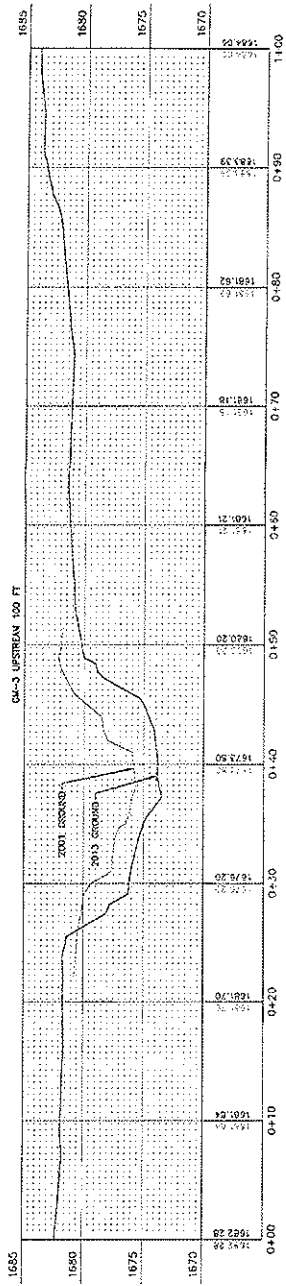
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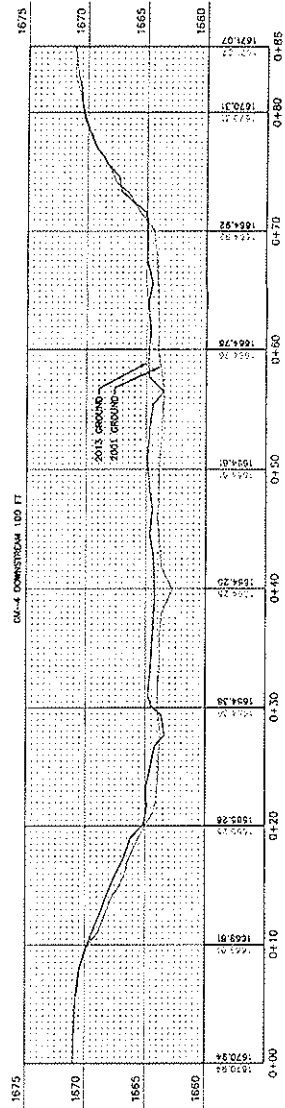
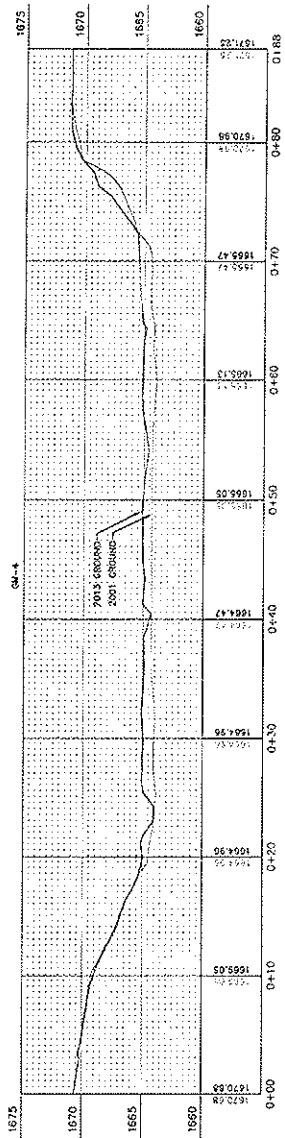
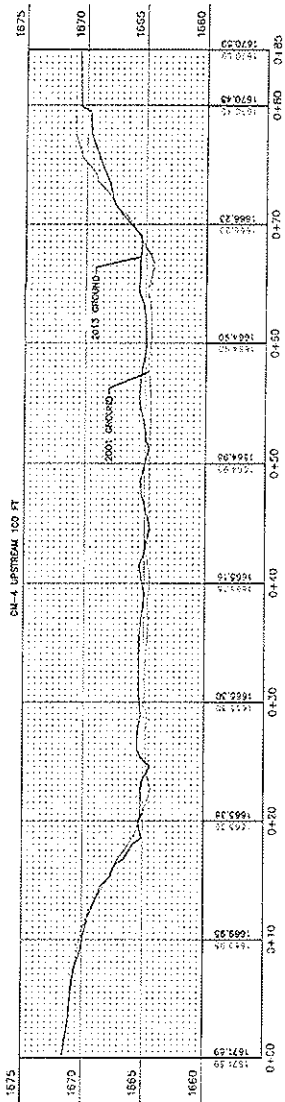
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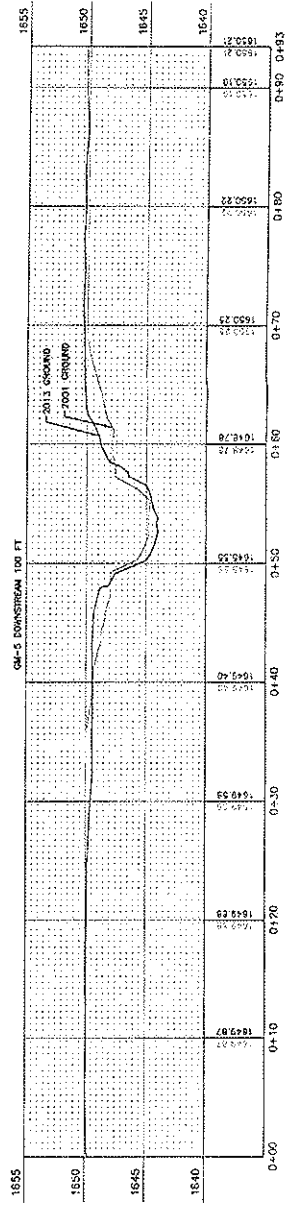
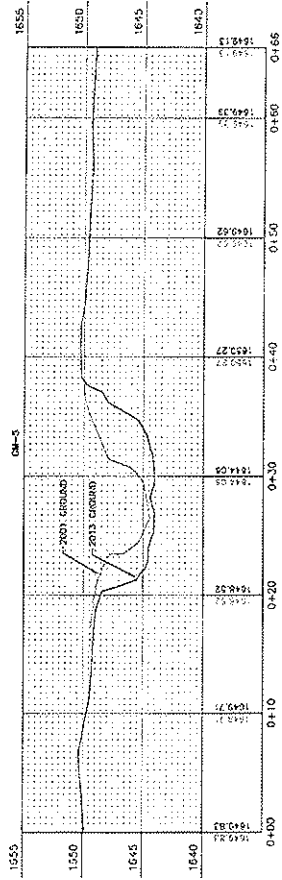
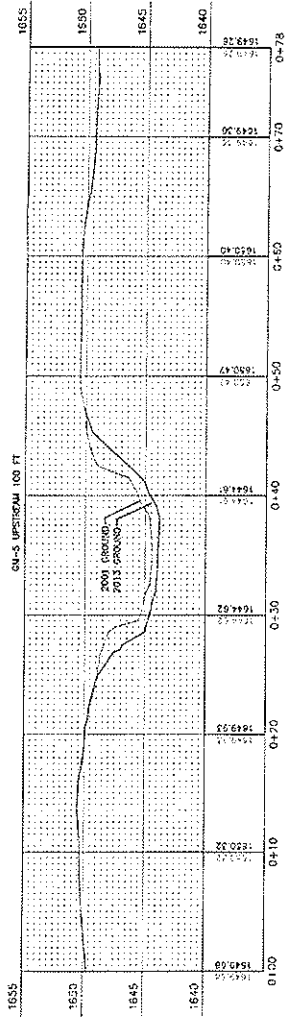
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Mona Livdahl

From: Michael Gunsch [mgunsch@houstoneng.com]
Sent: Saturday, June 01, 2013 12:08 PM
To: 'Mona Livdahl'; 'Wade Bachmeier'; 'Chairman Jerry Woodcox'; 'Ken Royse'; 'Bill Robinson, Chairman Lower Heart WRD'; 'Bill Wocken'; 'Jim Neubauer'; 'Bruce Strinden'; 'Doug Schonert'; 'Commissioner Doug Schonert'; 'Terry Fleck'; 'Craig Odenbach'; 'Ron Manchester'; 'Ronald Sando'; Bruce W. Engelhardt (bengelhardt@nd.gov); Kelly Casteel <kcasteel@nd.gov>; Erhardt, Toni R NWO; (Daniel.E.Cimarosti@usace.army.mil); Sando, Todd S. (tsando@nd.gov); 'Steinwand, Terry R.'; Timian, Robert G.; Link, Greg W.; Larry Kramka
Subject: RE: Missouri River Snagging and Clearing Project
Attachments: Missouri River Snagging and Clearing Kick Off Summary May 2 2013.pdf

Good Saturday morning to all!

Terry Fleck and I met this week with the NDGF regarding scheduling a field trip to evaluate the conditions in the water as they relate to the Missouri River Snagging and Clearing Project.

At this time the process will be that the NDGF will complete a review of site conditions this next week to determine access and the best way to view the site. Then the week of June 10 – June 14th they would schedule the field trip, weather permitting. NDGF will supply the boats and guides.

The number of attendees is limited to ten people, agency representatives are key as they are the ones have to make decisions on what is acceptable. Names have not been determined as yet, but will let you know how this works. I am hoping that once the crew is off the water that a short meeting will be held to summarize the next steps in the permit application process. I contacted Toni with the COE and am waiting for a response on attendance questions.

If you have any questions, please let me know.

Attached is a summary of our kickoff meeting, share as you see necessary as there are critical factors to gain the required support and funding if it is to occur in 2013.

Thanks - appreciate your patience and attention as this process presses forward

Michael H. Gunsch, PE

Principal / Senior Project Manager

O 701.323.0200 | F 701.323.0300 | C 701.527.2134

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