



City of Grand Forks  
Staff Report  
Committee of the Whole April 13, 2026  
City Council - April 20, 2026

**APPROVED & ACCEPTED**  
by City Council

04/20/2026

*Maureen Storstad*  
Maureen Storstad  
City Auditor

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**Agenda Item:** Plans & Specifications for Project #8795 - 70<sup>th</sup> Ave N Improvements (Hwy 81 to ½ mile west of N 55<sup>th</sup> St.)

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**Submitted by:** Engineering Department, Christian Danielson, PE (Assistant City Engineer)

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**Staff Recommended Action:** **Approve Plans & Specifications and Purchase Agreements and direct staff to bid project for City Project #8795 - 70<sup>th</sup> Ave N Improvements (Hwy 81 to ½ mile west of N 55<sup>th</sup> St.)**

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**Committee Recommended Action:** Motion by Berg, second by Weigel to move staff recommendation to City Council with a recommendation to approve. Motion carried unanimously.

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**Council Action:**

Motion by Sande, second by Lunski to approve staff recommendation on consent agenda.  
Motion passed unanimously

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**BACKGROUND:**

This project is anticipated to reconstruct the existing gravel road into a rural concrete section with streetlights and some local storm sewer improvements. The City was awarded approximately \$3.2mil in funding through the Economic Development Administration (EDA) to construct this project. This project was initially brought forward as a supporting project for the proposed Epitome Energy development. While that project has not yet begun, this road project is being moved forward so that it is in place prior to any development (whether that be Epitome or something else in the area).

As part of this project, the right of way along 70<sup>th</sup> Ave N must be acquired and the land annexed in order to build the road and maintain eligibility with the EDA. The project team (AE2S, Bolton & Menk, and City staff) has been cooperatively meeting with the impacted landowners over the past several months to reach prudent and reasonable agreements on acquisition limits and price. There are four landowners associated with the necessary land for this project with one being the City.

There are two property owners that have negotiated reasonable land prices. He basis of negotiation price was based on similar sales and land values in the area. The attached purchase agreements describe the land to be sold to the City as right of way and the agreed upon cost. If approved by Council, staff will coordinate with the City Attorney's office to proceed with the final acquisition and purchase of the land.

## **ANALYSIS AND FINDINGS OF FACT:**

- The construction cost of this project is estimated at approximately \$4,245,800. The cost share of the proposed project for construction costs will be a 80% EDA Funding/20% Local Funding.
- City costs for the project are expected to be funded from the Street/Infrastructure Fund 4815 where this project has been budgeted for. If the costs exceed the budgeted amount, it is anticipated that a budget amendment will be requested at the time of bid.
- There are no anticipated special assessments currently associated with this project.
- Two property owners have agreed to sell land to the City as right of way.
- The property owner at the northwest corner of 70<sup>th</sup> Ave N and N 55<sup>th</sup> St. declined to sell any land for the project. Subsequently, the project was able to be designed around the lack of right of way in that location.
- The total price of all land to be purchased for this project is \$64,701.45.
- The project team has ongoing coordination with Grand Forks County, NDDOT, Falconer Township, and Rye Township to ensure all parties are informed.
- The project is expected to be bid in May of 2026.
- Construction is expected to occur during the 2026 construction season.

## **SUPPORT MATERIALS:**

- Mulligan Purchase Agreement (7 pages)
- Total Transcare Purchase Agreement (7 pages)
- Right of Way Map (4 page)

## PURCHASE AGREEMENT

THIS AGREEMENT is made this 4 day of April, 2026, by and between **JAMES T. & JEANNE M. MULLIGAN**, husband and wife whose address is 4690 70th Ave N, Grand Forks, ND 58203, (hereinafter collectively referred to as “Seller”) and **CITY OF GRAND FORKS, NORTH DAKOTA**, a North Dakota municipal corporation, whose mailing address is PO Box 5200, Grand Forks, North Dakota 58206-5200, (hereinafter referred to as “Buyer”).

1. **Property.** In consideration of the covenants, promises and conditions contained in this Agreement, Seller agrees to sell, grant and convey to the Buyer, and Buyer agrees to purchase, subject to all the terms and conditions set forth herein, the property, attached hereto as Exhibit “A (the “Property”), the real property lying and being in Grand Forks County, North Dakota and more particularly described on the Deed. As used herein, the term “Property” shall refer to the parcel of real property described in the Deed.

2. **Purchase Price.** Buyer, in consideration of the covenants and agreements of Seller, agrees to pay to Seller for the Easement the total sum of Fifty Four Thousand, Six Hundred and Twenty Four Dollars and Fifteen cents (\$54,624.15). The purchase price shall be paid by the Buyer in cash or immediately available funds at Closing.

3. **Title Evidence; Conveyance.**

- (a) Prior to the Closing, Buyer shall obtain, at Buyer’s expense, evidence of title for the Property showing marketable title in Seller from a Title Company of the Buyer’s choosing. (the “Title Evidence”).
- (b) Buyer shall have twenty (20) business days after receipt of the Title Evidence to examine such documents and make written objections concerning matters reflected therein. Any objections not made in writing shall be deemed to be waived and shall be “Permitted Encumbrances;” provided, however, Seller shall be required to remove or satisfy any and all monetary liens, judgments and tax liens affecting the Property, except to the extent such liens arise from Buyer’s actions (collectively, “Monetary Liens”). In no event shall Monetary Liens be Permitted Encumbrances. In addition, Permitted Encumbrances, for which Buyer may not object to, are (1) building, use and zoning laws and restrictions (2) ad valorem taxes and assessments for the year in which the Closing occurs and subsequent years but excluding such taxes and assessments that are included within Monetary Liens, and (3) title defects arising after the date of this Agreement which are solely caused by Buyer.
- (c) If objections are so made, Seller shall be allowed twenty (20) days in which to cure such objections and the Closing Date shall be postponed accordingly, except that the Closing Date shall not be extended to remove Monetary Liens. If any of Buyer’s objections are not cured within such twenty (20) day period, Buyer may either (1) elect to declare this Agreement void, in which case neither party shall be liable for damages under this Agreement and this Agreement shall terminate, (2) postpone the Closing until the title defects have been cured; or (3) consummate the transaction in the same manner as if there

had been no title defects, in which case the transaction contemplated under this Agreement shall consummate on the Closing Date and the objections so waived shall become Permitted Encumbrances.

**4. Closing.** Assuming this Agreement has not been terminated in accordance with the terms hereof, the Closing of the transaction contemplated hereunder shall occur on \_\_\_\_\_, at the offices of the Title Team or at such other place, date and time as Seller and Buyer may agree prior to Closing.

- (a) At Closing, Seller shall execute and deliver to Buyer the Deed for the Property in a form that has been approved by Buyer's counsel. Such Deed must be free and clear of encumbrances, except:
  - (1) Permitted Encumbrances;
  - (2) Reservations and exceptions in patents from the United States or the State of North Dakota;
  - (3) All building, use, zoning, sanitary and environmental laws and restrictions; and
  - (4) Taxes and assessments for the year of closing and subsequent years.

**5. Release.** Upon execution of this Agreement, Seller releases and forever discharges the Buyer of and from any and all manner and types of compensation, payment, claims, demands, actions, causes of action, liabilities, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, and judgments whatsoever, whether under state or federal law, and/or in law or equity, and whether the claims or damages are developed or undeveloped, known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, anticipated or unanticipated, permanent or progressive, or from which recovery is uncertain and indefinite, and any and all consequences of any and all such claims, demands, actions, and causes of action, emotional distress, economic damages, non-economic damages, payments and/or distributions under any state or federal statute (including but not limited to under the Fifth Amendment to the United States Constitution, Section 16 of Article I of the Constitution of North Dakota, N.D.C.C. ch. 32-15, N.D.C.C. Title 40), special damages, compensatory damages, punitive damages, costs, disbursements, expert witness fees, and attorneys' fees arising from or in any manner related to the Property.

The release described in this Paragraph 5 does not extend to the Buyer's and Seller's obligations to purchase and sell the Property.

**6. Default.** If either party shall be in default of any of their obligations arising under this Agreement, the non-defaulting party may either (a) demand and pursue specific performance of the terms of this Agreement; (b) pursue monetary damages from the defaulting party and/or (c) pursue any other remedy available at law or in equity.

7. REPRESENTATIONS AND WARRANTIES.

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date of this Agreement as follows:

(1) Seller is the record title holder of the Property and based on Seller's knowledge, has good, marketable and insurable record title to the Property, subject to no liens, easements, restrictions or other encumbrances other than the Permitted Exceptions.

(2) Seller has not entered into any contracts for the sale of any of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.

(3) There has been no labor or materials of any kind furnished to or for the benefit of the Property at the request of Seller for which payment in full has not been made.

(4) No person or entity is entitled to possession of any of the Property, other than Seller and except pursuant to Permitted Exceptions.

(5) Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has Seller agreed or committed to dedicate any of the Property.

(6) There are no leases or possessory rights in favor of any party, service or maintenance contracts, equipment leases or other contracts regarding any of the Property except for the Permitted Exceptions.

(7) Seller has been duly formed under the laws of the State of North Dakota and is in good standing under the laws of North Dakota, is duly qualified to transact business in North Dakota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by all necessary company action on the part of Seller and that such execution, delivery and performance does and will not conflict with or result in a violation of Seller's articles of organization, by-laws, statute or any judgment, order or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject.

(8) Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

(9) Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

If Buyer gains actual knowledge that any of the foregoing representations and warranties are untrue in any material respect prior to Closing, Buyer's sole and exclusive remedy shall be to terminate this Agreement and neither party shall be liable for damages under this Agreement. Except for those representations or warranties that are waived or released by the Buyer, the foregoing representations and warranties (including as remade pursuant to Section 6.2(i)) shall survive the Closing.

(b) Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the date of this Agreement as follows:

(1) Buyer has been duly organized under the laws of the State of North Dakota, is duly qualified to transact business in North Dakota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary corporate action on the part of Buyer and that such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's any judgment, order or decree of any court or arbiter to which Buyer is a party, or any agreement to which Buyer is subject.

(2) Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach

shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties shall survive the Closing.

8. **Assignment.** The Seller shall not assign this Agreement, or any of the rights, obligations or duties hereunder, without the prior written consent of the Buyer.

9. **Continuation of Warranties and Obligations.** All representations, warranties, rights, duties and obligations within this Agreement, shall be binding upon and inure to the benefit of the parties to this Agreement, their respective successors, heirs and assigns, and it is the express intention of the parties that all representations, warranties, rights, duties and obligations shall survive and continue to be effective after Closing.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings. This Agreement shall not be modified, amended or changed in any respect except by a written document signed by all parties hereto.

11. **Severability.** If any provision hereof shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality, voiding or unenforceability of any such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the North Dakota.

13. **Waiver.** A party shall not be deemed to have made a waiver under this Agreement as to any right, privilege, obligation, condition, default, or breach unless it does so in writing. The failure of a party to take action under this Agreement shall not be considered a waiver and shall not prevent that party from enforcing any provision of this Agreement in the future.

14. **Captions.** The captions of the sections of this Agreement are inserted only for the convenience of the parties and are not to be construed as a part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

15. **Time.** Time shall be deemed to be of the essence as to every term and condition of this Agreement.

16. **Enforceability.** This Agreement shall not be binding on either party unless and until it has been executed and delivered by both Seller and Buyer.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions.

18. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**SELLER:**

James T. Mulligan  
By: James T. Mulligan

Dated: 4-7-26

Jeanne M. Mulligan  
By: Jeanne M. Mulligan

Dated: 4-7-26

**BUYER:**

**CITY OF GRAND FORKS,**  
a North Dakota municipal corporation

By: Brandon Bochenski

Its: Mayor

Dated: \_\_\_\_\_

Attest:

By: Maureen Storstad

Its: City Auditor

Dated: \_\_\_\_\_

By: Allen Grasser

Its: City Engineer

Dated: \_\_\_\_\_

**COMPENSATION & PARCEL BREAKDOWN**



Acquiring Agency: **AE2S**  
 Project: **Grand Forks 70th Ave N Reconstruction**  
 Purpose: **Dedicate to public use**

*Jeanne M. Mulligan*  
*James T. Mulligan*

Landowner Name(s) (Type or Print)	Initial	Date
MULLIGAN, JAMES T & JEANNE M 4690 70th Ave N, Grand Forks, ND 58203	<i>J.T.M.</i> <i>J.M.M.</i>	<i>4-7-26</i> <i>4-7-26</i>

A. Appraised Valuation					
Parcel ID #	Type of Acquisition	Area (acres)	Area (sqft)	Value	Parcel Values
13.0703.001.00	Existing 33' Statutory ROW	1.64	71,286	\$0.00	\$0.00
13.0703.001.00	Additional ROW to be dedicated	1.29	56,231	\$0.45	\$25,303.95
	Total	2.93	127,517		
13.1802.002.01	Existing 33' Statutory ROW	1.80	78,533	\$0.00	\$0.00
13.1802.002.01	Additional ROW to be dedicated	1.50	65,156	\$0.45	\$29,320.20
	Total	3.30	143,689		

<b>Total Compensation Due</b>	<b>\$54,624.15</b>
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B. Notes
1. Permanent utility easements will be paid out at \$0.30 per square foot. 2. Temporary construction easements will be paid out at \$0.23 per square foot.

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made this 8<sup>TH</sup> day of APRIL, 2026, by and between **TOTAL TRASCARE, INC.**, a North Dakota Corporation whose address is 600 Demers Ave, 5th Floor, Grand Forks, ND 58201, (hereinafter collectively referred to as "Seller") and **CITY OF GRAND FORKS, NORTH DAKOTA**, a North Dakota municipal corporation, whose mailing address is PO Box 5200, Grand Forks, North Dakota 58206-5200, (hereinafter referred to as "Buyer").

**1. Property.** In consideration of the covenants, promises and conditions contained in this Agreement, Seller agrees to sell, grant and convey to the Buyer, and Buyer agrees to purchase, subject to all the terms and conditions set forth herein, the property, attached hereto as Exhibit "A (the "Property"), the real property lying and being in Grand Forks County, North Dakota and more particularly described on the Deed. As used herein, the term "Property" shall refer to the parcel of real property described in the Deed.

**2. Purchase Price.** Buyer, in consideration of the covenants and agreements of Seller, agrees to pay to Seller for the Easement the total sum of Ten Thousand Seventy-seven Dollars and thirty cents (\$10,077.30). The purchase price shall be paid by the Buyer in cash or immediately available funds at Closing.

**3. Title Evidence; Conveyance.**

- (a) Prior to the Closing, Buyer shall obtain, at Buyer's expense, evidence of title for the Property showing marketable title in Seller from a Title Company of the Buyer's choosing. (the "Title Evidence").
- (b) Buyer shall have twenty (20) business days after receipt of the Title Evidence to examine such documents and make written objections concerning matters reflected therein. Any objections not made in writing shall be deemed to be waived and shall be "Permitted Encumbrances;" provided, however, Seller shall be required to remove or satisfy any and all monetary liens, judgments and tax liens affecting the Property, except to the extent such liens arise from Buyer's actions (collectively, "Monetary Liens"). In no event shall Monetary Liens be Permitted Encumbrances. In addition, Permitted Encumbrances, for which Buyer may not object to, are (1) building, use and zoning laws and restrictions (2) ad valorem taxes and assessments for the year in which the Closing occurs and subsequent years but excluding such taxes and assessments that are included within Monetary Liens, and (3) title defects arising after the date of this Agreement which are solely caused by Buyer.
- (c) If objections are so made, Seller shall be allowed twenty (20) days in which to cure such objections and the Closing Date shall be postponed accordingly, except that the Closing Date shall not be extended to remove Monetary Liens. If any of Buyer's objections are not cured within such twenty (20) day period, Buyer may either (1) elect to declare this Agreement void, in which case neither party shall be liable for damages under this Agreement and this Agreement shall terminate, (2) postpone the Closing until the title defects have

been cured; or (3) consummate the transaction in the same manner as if there had been no title defects, in which case the transaction contemplated under this Agreement shall consummate on the Closing Date and the objections so waived shall become Permitted Encumbrances.

4. **Closing.** Assuming this Agreement has not been terminated in accordance with the terms hereof, the Closing of the transaction contemplated hereunder shall occur on \_\_\_\_\_, at the offices of the Title Team or at such other place, date and time as Seller and Buyer may agree prior to Closing.

- (a) At Closing, Seller shall execute and deliver to Buyer the Deed for the Property in a form that has been approved by Buyer's counsel. Such Deed must be free and clear of encumbrances, except:
- (1) Permitted Encumbrances;
  - (2) Reservations and exceptions in patents from the United States or the State of North Dakota;
  - (3) All building, use, zoning, sanitary and environmental laws and restrictions; and
  - (4) Taxes and assessments for the year of closing and subsequent years.

5. **Release.** Upon execution of this Agreement, Seller releases and forever discharges the Buyer of and from any and all manner and types of compensation, payment, claims, demands, actions, causes of action, liabilities, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, and judgments whatsoever, whether under state or federal law, and/or in law or equity, and whether the claims or damages are developed or undeveloped, known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, anticipated or unanticipated, permanent or progressive, or from which recovery is uncertain and indefinite, and any and all consequences of any and all such claims, demands, actions, and causes of action, emotional distress, economic damages, non-economic damages, payments and/or distributions under any state or federal statute (including but not limited to under the Fifth Amendment to the United States Constitution, Section 16 of Article I of the Constitution of North Dakota, N.D.C.C. ch. 32-15, N.D.C.C. Title 40), special damages, compensatory damages, punitive damages, costs, disbursements, expert witness fees, and attorneys' fees arising from or in any manner related to the Property.

The release described in this Paragraph 5 does not extend to the Buyer's and Seller's obligations to purchase and sell the Property.

6. **Default.** If either party shall be in default of any of their obligations arising under this Agreement, the non-defaulting party may either (a) demand and pursue specific performance of

the terms of this Agreement; (b) pursue monetary damages from the defaulting party and/or (c) pursue any other remedy available at law or in equity.

7. **REPRESENTATIONS AND WARRANTIES.**

(a) **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as of the date of this Agreement as follows:

- (1) Seller is the record title holder of the Property and based on Seller's knowledge, has good, marketable and insurable record title to the Property, subject to no liens, easements, restrictions or other encumbrances other than the Permitted Exceptions.
- (2) Seller has not entered into any contracts for the sale of any of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.
- (3) There has been no labor or materials of any kind furnished to or for the benefit of the Property at the request of Seller for which payment in full has not been made.
- (4) No person or entity is entitled to possession of any of the Property, other than Seller and except pursuant to Permitted Exceptions.
- (5) Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has Seller agreed or committed to dedicate any of the Property.
- (6) There are no leases or possessory rights in favor of any party, service or maintenance contracts, equipment leases or other contracts regarding any of the Property except for the Permitted Exceptions.
- (7) Seller has been duly formed under the laws of the State of North Dakota and is in good standing under the laws of North Dakota, is duly qualified to transact business in North Dakota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by all necessary company action on the part of Seller and that such execution, delivery and performance does and will not conflict with or result in a violation of Seller's articles of organization, by-laws, statute or any judgment, order or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject.

(8) Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

(9) Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

If Buyer gains actual knowledge that any of the foregoing representations and warranties are untrue in any material respect prior to Closing, Buyer's sole and exclusive remedy shall be to terminate this Agreement and neither party shall be liable for damages under this Agreement. Except for those representations or warranties that are waived or released by the Buyer, the foregoing representations and warranties (including as remade pursuant to Section 6.2(i)) shall survive the Closing.

(b) Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the date of this Agreement as follows:

(1) Buyer has been duly organized under the laws of the State of North Dakota, is duly qualified to transact business in North Dakota, and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary corporate action on the part of Buyer and that such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's any judgment, order or decree of any court or arbiter to which Buyer is a party, or any agreement to which Buyer is subject.

(2) Buyer has not (a) made a general assignment for the benefit of creditors, (b) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any

knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties shall survive the Closing.

8. **Assignment.** The Seller shall not assign this Agreement, or any of the rights, obligations or duties hereunder, without the prior written consent of the Buyer.

9. **Continuation of Warranties and Obligations.** All representations, warranties, rights, duties and obligations within this Agreement, shall be binding upon and inure to the benefit of the parties to this Agreement, their respective successors, heirs and assigns, and it is the express intention of the parties that all representations, warranties, rights, duties and obligations shall survive and continue to be effective after Closing.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties, and supersedes any and all prior negotiations and understandings. This Agreement shall not be modified, amended or changed in any respect except by a written document signed by all parties hereto.

11. **Severability.** If any provision hereof shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality, voiding or unenforceability of any such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the North Dakota.

13. **Waiver.** A party shall not be deemed to have made a waiver under this Agreement as to any right, privilege, obligation, condition, default, or breach unless it does so in writing. The failure of a party to take action under this Agreement shall not be considered a waiver and shall not prevent that party from enforcing any provision of this Agreement in the future.

14. **Captions.** The captions of the sections of this Agreement are inserted only for the convenience of the parties and are not to be construed as a part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

15. **Time.** Time shall be deemed to be of the essence as to every term and condition of this Agreement.

16. **Enforceability.** This Agreement shall not be binding on either party unless and until it has been executed and delivered by both Seller and Buyer.

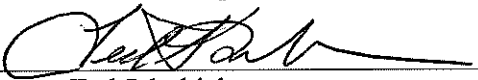
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions.

18. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**SELLER:**

**TOTAL TRASCARE, INC.**  
a North Dakota Corporation

  
By: Ted Jakubiak  
Its: Vice President – Real Estate  
& Industrial Development  
Dated: 4-8-2026

**BUYER:**

**CITY OF GRAND FORKS,**  
a North Dakota municipal corporation

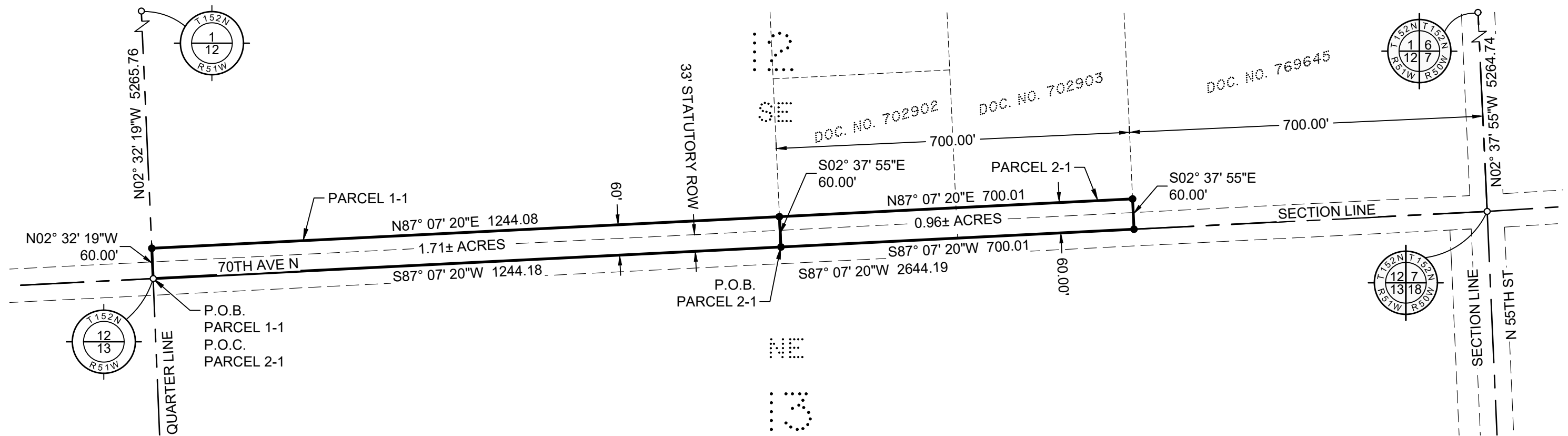
By: Brandon Bochenski  
Its: Mayor  
Dated: \_\_\_\_\_

Attest:

By: Maureen Storstad  
Its: City Auditor  
Dated: \_\_\_\_\_

By: Allen Grasser  
Its: City Engineer  
Dated: \_\_\_\_\_





**PARCEL 1-1**

That part of the South Half of the Southeast Quarter of Section 12, Township 152 North, Range 51 West of the Fifth Principal Meridian, Grand Forks County, North Dakota, described as follows:

Beginning at the southwest corner of the Southeast Quarter of said Section 12; thence North 02 degrees 32 minutes 19 seconds West on the west line of the Southeast Quarter of said Section 12 a distance of 60.00 feet; thence North 87 degrees 07 minutes 20 seconds East parallel with, and 60.00 feet north of, the south line of the Southeast Quarter of said Section 12 a distance of 1244.08 feet to the westerly line described in Doc. No. 702902; thence South 02 degrees 37 minutes 55 seconds East on the westerly line described in Doc. No. 702902 a distance of 60.00 feet to the south line of the Southeast Quarter of said Section 12; thence South 87 degrees 07 minutes 20 seconds West on the south line of the Southeast Quarter of said Section 12 a distance of 1244.18 feet to the Point of Beginning.

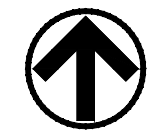
Containing: 1.71 acres more or less.

**PARCEL 2-1**

That part of the parcels recorded as Doc. No.702902 and Doc. No. 702903 in the Southeast Quarter of Section 12, Township 152 North, Range 51 West of the Fifth Principal Meridian, Grand Forks County, North Dakota, described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 12; thence North 87 degrees 07 minutes 20 seconds East on the south line of the Southeast Quarter of said Section 12 a distance of 1244.18 feet to the westerly line described in Doc. No. 702902, being the Point of Beginning; thence North 02 degrees 37 minutes 55 seconds West on the westerly line described in Doc. No. 702902 a distance of 60.00 feet; thence North 87 degrees 07 minutes 20 seconds East parallel with, and 60.00 feet north of, the south line of the Southeast Quarter of said Section 12 a distance of 700.01 feet to the easterly line described in Doc. No. 702903; thence South 02 degrees 37 minutes 55 seconds East on the easterly line described in Doc. No. 702903 a distance of 60.00 feet to the south line of the Southeast Quarter of said Section 12; thence South 87 degrees 07 minutes 20 seconds West on the south line of the Southeast Quarter of said Section 12 a distance of 700.01 feet to the Point of Beginning.

Containing: 0.96 acres more or less.

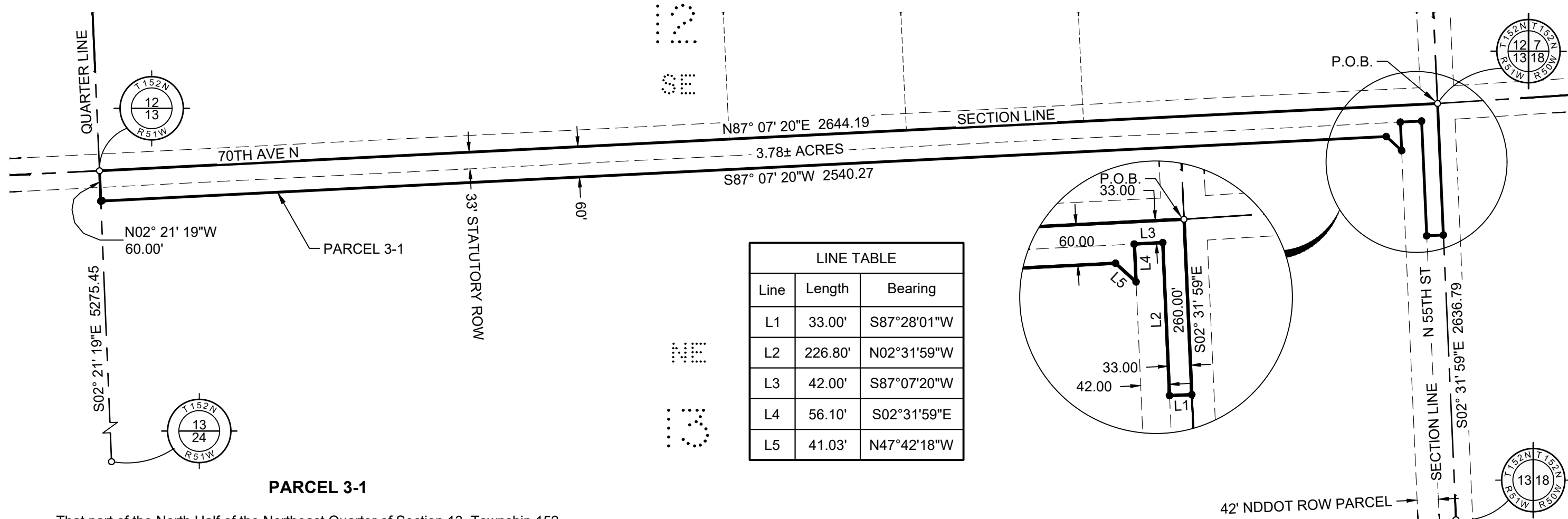


NORTH  
0 200  
Scale in Feet

LEGEND	
●	SET 5/8" DIA. X 18" REBAR WITH CAP MARKED LS 4185
○	FOUND CORNER
---	QUARTER LINE
----	SECTION LINE
- - - -	SIXTEENTH LINE
=====	PROPOSED RIGHT OF WAY
-----	PROPOSED EASEMENT
-----	RIGHT OF WAY
-----	PROPERTY LINE
●	P.O.B. POINT OF BEGINNING
○	P.O.C. POINT OF COMMENCEMENT

Note: All bearings and distances are grid based on the North Dakota State Plane Coordinate System, North Zone, NAD 83.

PROJECT NO: 13230-2025-001	<b>RIGHT OF WAY PLAT</b>	DATE: APRIL 2026
DRAWING TYPE: PLAT	LOCATION: 70TH AVE N, GRAND FORKS, ND	PREPARED BY: BF
	LEGAL DESCRIPTION: SE1/4 SECTION 12 T152N R51W	APPROVED BY: SS
		PAGE: 1 OF 4



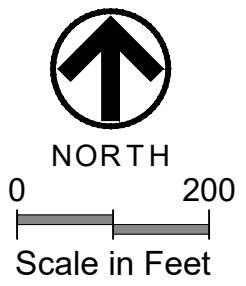
LINE TABLE		
Line	Length	Bearing
L1	33.00'	S87°28'01"W
L2	226.80'	N02°31'59"W
L3	42.00'	S87°07'20"W
L4	56.10'	S02°31'59"E
L5	41.03'	N47°42'18"W

**PARCEL 3-1**

That part of the North Half of the Northeast Quarter of Section 13, Township 152 North, Range 51 West of the Fifth Principal Meridian, Grand Forks County, North Dakota, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 13; thence South 02 degrees 31 minutes 59 seconds East on the east line of the Northeast Quarter of said Section 13 a distance of 260.00 feet; thence South 87 degrees 28 minutes 01 second West a distance of 33.00 feet; thence North 02 degrees 31 minutes 59 seconds West parallel with, and 33.00 feet west of, the east line of the Northeast Quarter of said Section 13 a distance of 226.80 feet; thence South 87 degrees 07 minutes 20 seconds West parallel with, and 33.00 feet south of, the north line of the Northeast Quarter of said Section 13 a distance of 42.00 feet; thence South 02 degrees 31 minutes 59 seconds East parallel with the east line of the Northeast Quarter of said Section 13 a distance of 56.10 feet; thence North 47 degrees 42 minutes 18 seconds West a distance of 41.03 feet; thence South 87 degrees 07 minutes 20 seconds West parallel with, and 60.00 feet south of, the north line of the Northeast Quarter of said Section 13 a distance of 2540.27 feet to the west line of the Northeast Quarter of said Section 13; thence North 02 degrees 21 minutes 19 seconds West on the west line of the Northeast Quarter of said Section 13 a distance of 60.00 feet to the northwest corner of the Northeast Quarter of said Section 13; thence North 87 degrees 07 minutes 20 seconds East on the north line of the Northeast Quarter of said Section 13 a distance of 2644.19 feet to the Point of Beginning.

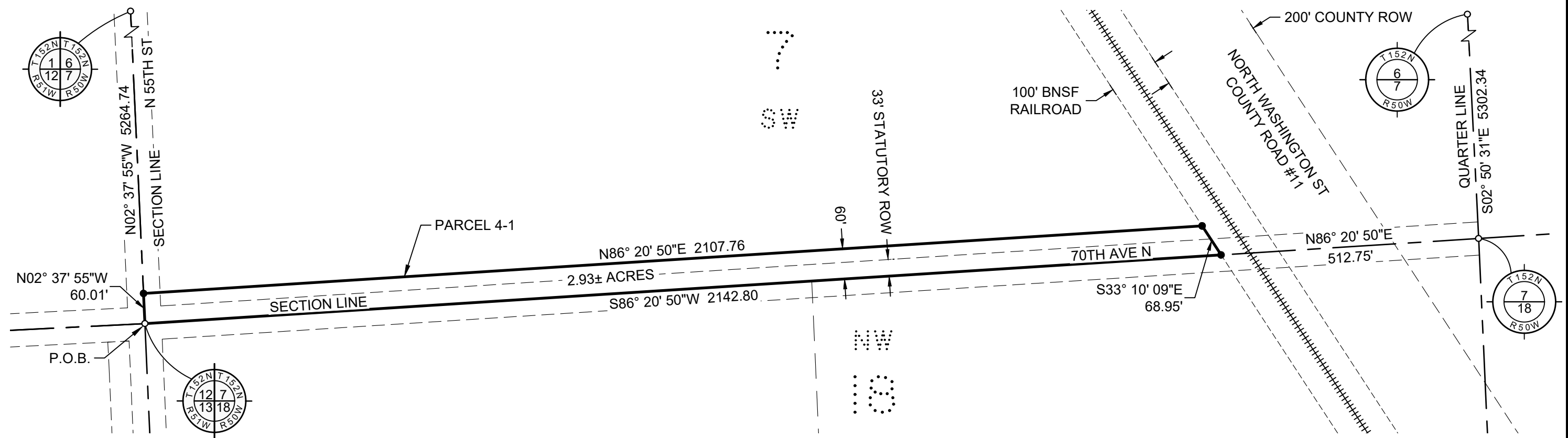
Containing: 3.78 acres more or less.



LEGEND	
●	SET 5/8" DIA. X 18" REBAR WITH CAP MARKED LS 4185
○	FOUND CORNER
---	QUARTER LINE
----	SECTION LINE
-----	SIXTEENTH LINE
=====	PROPOSED RIGHT OF WAY
-----	PROPOSED EASEMENT
-----	RIGHT OF WAY
-----	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

Note: All bearings and distances are grid based on the North Dakota State Plane Coordinate System, North Zone, NAD 83.

PROJECT NO: 13230-2025-001	<b>RIGHT OF WAY PLAT</b>	DATE: APRIL 2026
DRAWING TYPE: PLAT	LOCATION: 70TH AVE N, GRAND FORKS, ND	PREPARED BY: BF
	LEGAL DESCRIPTION: NE1/4 SECTION 13 T152N R51W	APPROVED BY: SS
		PAGE: 2 OF 4



**PARCEL 4-1**

That part of the South Half of the Southwest Quarter of Section 7, Township 152 North, Range 50 West of the Fifth Principal Meridian, Grand Forks County, North Dakota, described as follows:

Beginning at the southwest corner of the Southwest Quarter of said Section 7; thence North 02 degrees 37 minutes 55 seconds West on the west line of the Southwest Quarter of said Section 7 a distance of 60.01 feet; thence North 86 degrees 20 minutes 50 seconds East parallel with, and 60.00 feet north of, the south line of the Southwest Quarter of said Section 7 a distance of 2107.76 feet to the westerly BNSF Railroad right of way; thence South 33 degrees 10 minutes 09 seconds East on the westerly BNSF Railroad right of way a distance of 68.95 feet to the south line of the Southwest Quarter of said Section 7; thence South 86 degrees 20 minutes 50 seconds West on the south line of the Southwest Quarter of said Section 7 a distance of 2142.80 feet to the Point of Beginning.

Containing: 2.93 acres more or less.



NORTH

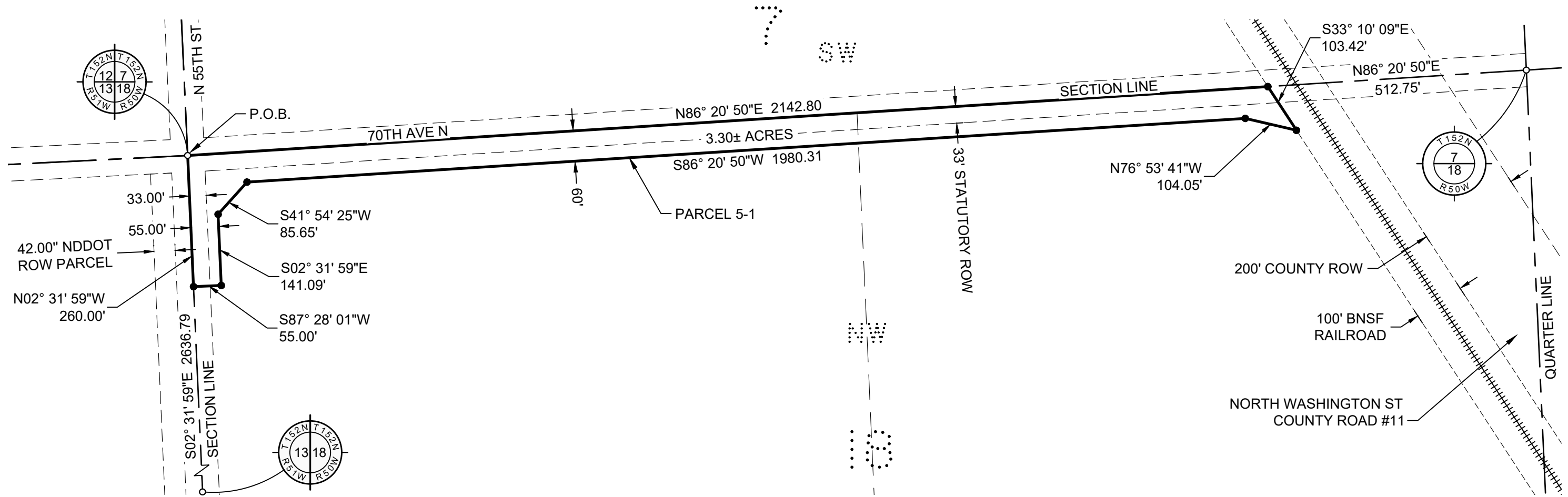
0 200

Scale in Feet

LEGEND	
●	SET 5/8" DIA. X 18" REBAR WITH CAP MARKED LS 4185
○	FOUND CORNER
---	QUARTER LINE
---	SECTION LINE
---	SIXTEENTH LINE
---	PROPOSED RIGHT OF WAY
---	PROPOSED EASEMENT
---	RIGHT OF WAY
---	PROPERTY LINE
+++++	RAILROAD
●	P.O.B.
○	P.O.C.

Note: All bearings and distances are grid based on the North Dakota State Plane Coordinate System, North Zone, NAD 83.

PROJECT NO: 13230-2025-001	<b>RIGHT OF WAY PLAT</b>	DATE: APRIL 2026
DRAWING TYPE: PLAT	LOCATION: 70TH AVE N, GRAND FORKS, ND	PREPARED BY: BF
	LEGAL DESCRIPTION: SW1/4 SECTION 7 T152N R50W	APPROVED BY: SS
		PAGE: 3 OF 4



**PARCEL 5-1**

That part of the North Half of the Northwest Quarter of Section 18, Township 152 North, Range 50 West of the Fifth Principal Meridian, Grand Forks County, North Dakota, described as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 18; thence North 86 degrees 20 minutes 50 seconds East on the north line of the Northwest Quarter of said Section 18 a distance of 2142.80 feet to the westerly BNSF Railroad right of way; thence South 33 degrees 10 minutes 09 seconds East on the westerly BNSF Railroad right of way a distance of 103.42 feet; thence North 76 degrees 53 minutes 41 seconds West a distance of 104.05 feet; thence South 86 degrees 20 minutes 50 seconds West parallel with, and 60.00 feet south of, the north line of the Northwest Quarter of said Section 18 a distance of 1980.31 feet; thence South 41 degrees 54 minutes 25 seconds West a distance of 85.65 feet; thence South 02 degrees 31 minutes 59 seconds East parallel with, and 55.00 feet east of, the west line of the Northwest Quarter of said Section 18 a distance of 141.09 feet; thence South 87 degrees 28 minutes 01 second West a distance of 55.00 feet to the west line of the Northwest Quarter of said Section 18; thence North 02 degrees 31 minutes 59 seconds West on the west line of the Northwest Quarter of said Section 18 a distance of 260.00 feet to the Point of Beginning.

Containing: 3.30 acres more or less.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

Steven E. Swanson, PLS  
ND LS-4185

Date: \_\_\_\_\_



NORTH  
0 200  
Scale in Feet

**LEGEND**

- SET 5/8" DIA. X 18" REBAR WITH CAP MARKED LS 4185
- FOUND CORNER
- QUARTER LINE
- SECTION LINE
- SIXTEENTH LINE
- PROPOSED RIGHT OF WAY
- PROPOSED EASEMENT
- RIGHT OF WAY
- PROPERTY LINE
- ++++ RAILROAD
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

Note: All bearings and distances are grid based on the North Dakota State Plane Coordinate System, North Zone, NAD 83.

PROJECT NO: 13230-2025-001	<b>RIGHT OF WAY PLAT</b>	DATE: APRIL 2026
DRAWING TYPE: PLAT	LOCATION: 70TH AVE N, GRAND FORKS, ND	PREPARED BY: BF
	LEGAL DESCRIPTION: NW1/4 SECTION 18 T152N R50W	APPROVED BY: SS
		PAGE: 4 OF 4