



April 3, 2025

City of Dickinson  
c/o Kris Keller  
38 1<sup>st</sup> St West  
Dickinson, ND 58601

SUBJECT: OFFER TO ACQUIRE  
EAST BROADWAY DAM MODIFICATION PROJECT  
PARCEL No.: LOT 17, BLOCK 1 AND TRACT 3, BLOCK 1, RIVERFRONT ESTATES  
TRACT 1, BLOCK 1, RIVERFRONT ESTATES

Dear Kris:

Enclosed for your approval and recording are the acquisition documents for the above-referenced project and parcels from Riverfront North Dakota, LLC. The documents executed include the following:

- Memorandum of offer to Landowner: City needs to sign this
- Notification and appraisal waiver
- Warranty Deed: This will need to be recorded.

Sincerely,

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

Katie Laidley  
SRF Consulting Group, Inc.  
Right of Way Specialist Lead  
701-893-7411  
KLaidley@srfconsulting.com

Enclosed

[www.srfconsulting.com](http://www.srfconsulting.com)

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010 Fax: 1.866.440.6364  
*Equal Employment Opportunity / Affirmative Action Employer*

## MEMORANDUM OF OFFER TO LANDOWNER

Project	East Broadway Dam Modification Project
County	Stark
Parcel(s)	Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Landowner(s) Riverfront North Dakota, LLC			
Landowner Address 300 S. Riverside Plaza, Suite 1250	City Chicago	State IL	ZIP Code 60606

Valuation Type <input checked="" type="checkbox"/> Appraisal <input type="checkbox"/> Waiver Valuation	Approved Compensation 0.00
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On behalf of the City of Dickinson, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes   Taxes will be prorated at the day of closing

### ROW AGENT

Name (Type or Print) Katie Laidley	
Agency/Firm SRF Consulting Group, Inc.	
Signature 	Date 7.21.25

### CITY OF DICKINSON APPROVAL

Name (Type or Print)	
Signature	Date

## NOTIFICATION AND APPRAISAL WAIVER

Project	East Broadway Dam Modification Project
County	Stark
Parcel(s)	Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Landowner(s) Riverfront North Dakota, LLC			
Landowner(s) Address 300 S. Riverside Plaza, Suite 1250	City Chicago	State IL	ZIP Code 60606

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the LPA's approved value. The City of Dickinson will provide you with a written summary of the value established as just compensation in your offer.

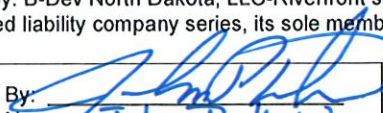
I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the ROW Agent to construct the above-named highway project.

<b>Check One of the Following:</b>	
<input checked="" type="checkbox"/>	I/we do not wish to receive just compensation, but agree to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
<input type="checkbox"/>	I/we acknowledge payment is based on waiver valuation. (City of Dickinson minimum _____ for temporary acquisition or payment policy is \$\$ _____ for permanent acquisition)
<input type="checkbox"/>	The acquisition was valued over \$10,000 but under \$25,000. I/we agree to receive the payment based on waiver valuation.
<input type="checkbox"/>	The acquisition was valued over \$10,000 but under \$25,000. I/we wish to have my property interest appraised. (Please note that if an Appraisal is requested, the appraised value will replace the value based on waiver valuation.) -In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property. I/we do not wish to accompany the appraiser during the inspection of the property.
<input type="checkbox"/>	I/we acknowledge payment is based on the Appraisal and the opportunity was given to accompany the appraiser during the property inspection. (Appraisals are required if the acquisition is complicated or estimated to be over \$25,000.)


It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

### LANDOWNER(S)

Name (Type or Print) Riverfront North Dakota, LLC an Illinois Limited Liability Company By: B-Dev North Dakota, LLC-Riverfront series, an Illinois limited liability company series, its sole member		Name (Type or Print)	
Signature By:  Name: <u>John Dickow</u> Title: <u>Vice President</u>	Date <u>3/20/25</u>	Signature	Date

ROW AGENT

Name (Type or Print) Katie Laidley	Agency/Firm SRF Consulting Group, Inc.	
Signature 	Date 3.24.25	



# WARRANTY DEED

Project East Broadway Dam Modification Project
Parcel(s) Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Grantor(s) Riverfront North Dakota, LLC			
Grantor(s) Address 300 S. Riverside Plaza, Suite 1250	City Chicago	State IL	ZIP Code 60606

Date 3.20.25	Consideration 0.00	County Stark
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This deed, between Grantor(s) listed above whose address is also listed above and the City of Dickinson, as Grantee, whose post office address is 38 1st St West, Dickinson, ND 58601, for the use and benefit of the City of Dickinson.

WITNESSETH, that the Grantor(s), for and in consideration of the sum listed above, to them in hand paid by the City of Dickinson, the receipt whereof is hereby acknowledged, hereby convey unto the City of Dickinson, as Grantee, its successors and assigns, forever, all the tract(s), or parcel(s) of land lying and being listed above, in above county, the City of Dickinson, and more specifically described as follows, to wit:

LOT 17, BLOCK 1, RIVERFRONT ESTATES

TRACT 3, BLOCK 1, RIVERFRONT ESTATES and TRACT 1, BLOCK 1, RIVERFRONT ESTATES

hereinafter referred to as the Property;

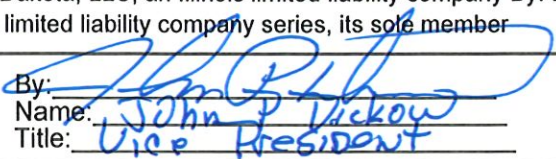
The City of Dickinson is acquiring the right of way described in this deed for use as a public park.

Excepting and reserving to the Grantor(s) herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights, and other fluid minerals that may be within or under the property of land herein described without, however, the right ever to drill, dig, or mine through the surface of said land therefore or otherwise in such manner as to endanger or interfere in any way with the safety or use of a public park that may be constructed on or near the lands hereby conveyed.


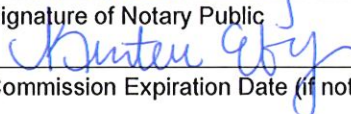
TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances running with or related to the Property, to the City of Dickinson, its successors and assigns, forever; and the Grantor(s), for their heirs, executors, and administrators, do covenant with the City of Dickinson, its successors and assigns, that the Grantor(s), are well seized in fee of the Property that the Grantor(s) have good right to sell and convey the Property in manner and form provided above; that the Property is free from all encumbrances, whatsoever; other than the easements, prior reservations and rights of way previously granted; and that the Grantor(s) shall warrant and defend the City of Dickinson's quiet and peaceable possession and use of the Property against all persons lawfully claiming interest in the whole or any part of the property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**EXECUTED the date last signed below.**

GRANTOR(S):	
Name (Type or Print) Riverfront North Dakota, LLC, an Illinois limited liability company By: B-Dev North Dakota, LLC – Riverfront Series, an Illinois limited liability company series, its sole member	
Signature	Date 3/20/25
By:  Name: <u>John P. Dickow</u> Title: <u>Vice President</u>	

#### ACKNOWLEDGEMENT

Name(s) Personally Appeared Before Me (Print) John Dickow	
State Illinois	County Lake
Executed & Acknowledged Before Me on This Date March 20, 2025	Affix Notary Stamp  
Name of Notary Public (Type or Print) Kristen Eby	
Signature of Notary Public 	
Commission Expiration Date (if not listed on stamp)	

City of Dickinson Use Only  I certify that the full consideration paid for the property described in this deed is \$ _____  _____ As Agent City of Dickinson  Date <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></span>	For Recording Purposes Only
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