



Planning Committee Meeting
Wednesday, April 15, 2026; 8:15 a.m.
Fargo Park District Board Room
6100 38th Street S, Fargo

AGENDA

1. Recognition of Audience/Public Comments
2. Special Assessment Committee (SAC) Presentation; Broc Lietz and Dominic Fischer, presenters
3. Consideration of Anderson Complex Fence Improvement Project Bids, Tony Schmitt, presenter
4. Consideration of Brunsdale Park Dugout Replacement Project Bids, Tony Schmitt, presenter
5. Fare Increase Proposal for Metro Senior Rides Service; Cindy Girdner, presenter
6. Review and Discuss Easement Agreements for Parking; Susan Faus, presenter
7. Other

Next Governance Committee Meeting: April 22, 2026; 8:15 a.m.
Next Park Board Meeting: May 12, 2026; 5:30 p.m.
Next Planning Committee Meeting: May 20, 2026; 8:15 a.m.

Susan Faus, Executive Director
Park Commissioners – Zoe Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk -Jeff Gunkelman

Our Core Values: * Be Authentic * Be Bold * Be Collaborative



MEMORANDUM

DATE: April 15, 2026

TO: Fargo Park Board Committee Members

FROM: Broc Lietz, Finance Director and Dominic Fischer

RE: Agenda Item No. 2 – Special Assessment Committee (SAC) Presentation

The Fargo Park District collaborates closely with developers to provide neighborhood parks in developments throughout the City of Fargo. As such, the park district has the authority to form a special assessment district to fund those developments.

In creating a special assessment district, the Park District must demonstrate that the benefit to the development, and each individual lot, is greater than costs of construction and the tax assessment being imposed on the property owner to pay for construction of the park amenities. Previously, the City of Fargo Special Assessment Committee (SAC) would determine the value of the park amenities, the tax assessment for the developer, and the property owners.

In the past year, The City of Fargo proposed transferring park development duties from its SAC to the Park District, with our authority to develop a Special Assessment Committee (SAC) under the Fargo Park Board. Administration worked with legal counsel to assure compliance with North Dakota Century Code (NDCC) in the establishment of the Park District SAC. In an effort to demonstrate consistency for the local property owner, we also modeled the committee make-up and compensation structure after the City of Fargo SAC, and worked closely with city staff to understand the process of establishing both the committee and the assessment districts.

At the November 4, 2025, commission meeting, administration presented you with recommendations for the Park District SAC comprised of independent parties from a diverse set of backgrounds representing financial, development, and design components. You approved the following individuals to serve in this capacity:

- 1) John Gunkelman, President of JG Services, LLC
- 2) Rusty Papachek, Director of Business Development, KodaBank
- 3) Dominic Fischer, Professor/Department Chair, NDSU Landscape Architecture

The committee's first task was to establish a broad set of benefits provided by park amenities that can be applied universally to current and future developments. The committee will be presenting their work regarding benefit determination for both tangible and intangible benefits to be applied.

Following this review, we will be asking the park board to approve the metric for benefit determination and ask the committee to apply their work to two existing developer's agreements for determination of significant benefit to establish special assessment districts for Madelyn's Meadows and Selkirk 4th Addition.

If you have any questions, do not hesitate to contact me prior to the meeting. Thank you.

Susan Faus, Executive Director
Park Commissioners – Zoe Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk -Jeff Gunkelman

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Fargo Park District Special Assessment Committee

Benefit Determination

The Fargo Park District Benefit Determination was developed by a newly appointed Special Assessment Committee. Benefit amounts, expressed in U.S. dollars and cents, for various park improvements are determined by evaluating both tangible and intangible benefits. Each park improvement type (e.g., trails, playgrounds, trees, park proximity, structures) was independently analyzed to determine a reasonable and equitable basis for benefit allocation.

This methodology is grounded in nationally recognized research frameworks, including the Trust for Public Land's Conservation Economics program, the U.S. Department of Transportation's Value of a Statistical Life (VSL) guidance, and peer-reviewed literature on park proximity premiums from the National Recreation and Park Association (NRPA) and Texas A&M University's Department of Recreation, Park, and Tourism Sciences.

Tangible Benefits

Tangible benefits were based on the direct physical improvements delivered to each property or the surrounding area. These were quantified using construction cost estimates and calculations reflecting the expense a property owner or municipality would incur if they had to independently establish similar park infrastructure.

A tangible benefit for property value increases was calculated, consistent with the proximate principle methodology, supported by approximately 30 peer-reviewed studies reviewed by the NRPA and Texas A&M University. Research indicates that properties abutting or fronting a passive park experience a positive value impact of up to 20%, with a 5% baseline premium used in this analysis to conservatively reflect the benefit attributable to park proximity alone. For example:

- Neighborhood park improvements: \$15,000 per lot
- Community park improvements: \$25,000 per lot
- Trail / shared use path construction: \$8,500 per lot
- Playground equipment installation: \$12,000 per unit

Additional considerations:

- Rehabilitation of existing park features: Assigned 25% of the full improvement benefit, as it enhances existing infrastructure rather than creating new service.
- Athletic Fields: Tangible benefit of \$20,000 per lot, reflecting grading, turf, and fencing improvements.
- Courts: Tangible benefit of \$15.00 per square foot, calculated as a distinct improvement type from athletic fields, reflecting surface construction, striping, and net/equipment installation costs. Intangible benefit is calculated using a 0.01% improvement factor applied to the federal VSL (\$11.6 million) and 2 persons per household, yielding \$2,320 per unit.
- Shared use paths and special trails: Tangible benefit based on cost savings from reduced ground maintenance and benefit calculated based on property value increase. Research

from the NRPA indicates that properties proximate to trails experience a 3% to 5% positive premium on single-family homes, with outliers reaching 15% in some contexts.

- Stormwater and green infrastructure: Benefit estimated using the cost savings associated with reduced runoff, detention, and municipal drainage infrastructure, consistent with Trust for Public Land findings that park green infrastructure generates significant avoided stormwater treatment costs.
- Park lighting: Tangible benefit of \$10,200 per unit, based on reduced energy and maintenance costs compared to privately managed lighting solutions.
- Open-Air Pavilions / Shelters: Tangible benefit is \$115 per square foot of structure, reflecting open-air construction costs including roofing, structural supports, and foundation. Total tangible benefit varies by installed area.
- Landscaping beds, shrubs, and grasses: Tangible benefit is \$80 per square foot, based on a calculated property value increase and estimated energy savings from cooling effects. Multifamily properties with views of forested open space have been documented to show a 4.9% increase in value. Total tangible benefit varies by installed area.
- Trees (1"–12" Caliper): Tangible benefit is \$425 per caliper inch, consolidating nursery stock from 1-inch through 12-inch caliper sizes into a single improvement type. This reflects installed cost including purchase, transport, and planting. Intangible benefit is calculated as 3 times the appraised tangible value per tree, consistent with peer-reviewed benefit-to-cost ratio research (average BCR of 3.39 across 34 studies; USDA Forest Service).
- Trees larger than 12 inches in diameter: Tangible benefit is calculated using the cross-sectional area (basal area) of the trunk, adjusted for species, condition, and location, consistent with the Council of Tree and Landscape Appraisers (CTLA) trunk formula method, as described in Purcell, L. (2019), *Tree Appraisal and the Value of Trees*, Purdue Extension Publication FNR-473-W. A minimum floor of \$12,000 per tree is applied. The intangible benefit is calculated as 3 times the appraised tangible value, with a minimum of \$36,000 per tree.
- Enclosed Multi-Use Structures (e.g., warming houses, community meeting rooms): Tangible benefit is \$450 per square foot of enclosed structure, based on the estimated privately funded replacement cost of a comparable facility, including foundation, utility connections, and enclosed square footage. Total tangible benefit varies by structure size.
- Example: A 500 square foot warming house would yield a tangible benefit of \$225,000 (500 sq. ft. x \$450/sq. ft.), an intangible benefit of \$116,000, and a total benefit of \$341,000 per unit.

Intangible Benefits

The benefit determination also accounted for intangible benefits, which include improved public health, community connectivity, mental well-being, environmental quality, and enhanced property value. These benefits were quantified using a value-of-life methodology consistent with federal regulatory practice.

For each park improvement type—such as neighborhood parks, community parks, trails, playgrounds, athletic fields, courts, and green infrastructure—intangible benefits were estimated

by multiplying the federal statistical value of life (\$11.6 million) by the average number of people per household impacted and applying a risk-reduction factor. The federal VSL is established and annually updated by the U.S. Department of Transportation; the current DOT VSL is \$13.7 million (2024 base year), reflecting price and real income changes since 2012. The \$11.6 million figure used in this analysis reflects the value applicable to the base year of this determination.

Example: For neighborhood and community park improvements, assuming 2 persons per household and a 1% improvement factor, the intangible benefit was \$232,000 per lot.

Additional considerations:

- Rehabilitation of existing park features: Assigned 25% of the full park intangible benefit.
- Shared use paths, special trails, and sidewalk connections: Intangible benefit calculated based on public health benefits, including increased physical activity and reduced sedentary behavior. This is consistent with Trust for Public Land research which has documented avoided healthcare costs resulting from park use meeting CDC-recommended weekly physical activity levels.
- Stormwater and green infrastructure: Intangible benefit reflects air and water quality improvements consistent with TPL’s finding that park trees and vegetation reduce ground-level ozone and fine particulate matter, generating measurable avoided health care costs each year.
- Trees (1"–12" Caliper): Intangible benefit is calculated as 3 times the appraised tangible benefit per tree, reflecting the long-term environmental, health, and community value of established tree canopy. This multiplier is consistent with peer-reviewed urban forestry benefit-to-cost research showing an average BCR of 3.39 across 34 published studies (USDA Forest Service; Auckland Council Urban Forest Review, 2023).
- Trees (12"+ Diameter): Intangible benefit is calculated as 3 times the appraised TFM tangible benefit, with a minimum intangible benefit of \$36,000 per tree.
- Enclosed Multi-Use Structures (e.g., warming houses, community meeting rooms): Intangible benefit calculated using the full value-of-life methodology, reflecting the structure’s role in supporting community gathering, social connectivity, year-round recreation access, and public safety during extreme weather events. Assumes 2 persons per household and a 0.5% improvement factor, yielding an intangible benefit of \$116,000 per unit.

Total Benefit

Total benefit was determined by summing the tangible and intangible components for each park improvement type by lot. * The table below summarizes the benefit calculations:

Park Improvement Type	Tangible Benefit	Intangible Benefit	Total Benefit
Park Improvements (Neighborhood)	\$15,000 per lot	\$232,000 per lot	\$247,000 per lot
Park Improvements (Community)	\$25,000 per lot	\$232,000 per lot	\$257,000 per lot

Park Improvement Type	Tangible Benefit	Intangible Benefit	Total Benefit
Athletic Fields	\$20,000 per lot	\$2,320 per lot	\$22,320 per lot
Courts	\$15.00 per sq. ft.	\$2,320 per lot	Varies by size + \$2,320 per unit
Trail / Shared Use Path	\$8,500 per lot	\$9,000 per lot	\$17,500 per lot
Playground Equipment	\$12,000 per lot	\$2,320 per lot	\$14,320 per lot
Open-Air Pavilions / Shelters	\$115 per sq. ft.	\$2,320 per lot	Varies by size + \$2,320 per unit
Stormwater / Green Infrastructure	\$10,000 per lot	\$116,000 per lot	\$126,000 per lot
Park Lighting	\$10,200 per lot	\$116,000 per lot	\$126,200 per lot
Landscaping Beds / Shrubs / Grasses	\$80 per sq. ft.	\$9,000 per lot	Varies by size + \$9,000 per lot
Trees (1"–12" Caliper)	\$425 per caliper inch (e.g., 2" caliper = \$850)	3x tangible per tree (e.g., 2" caliper = \$2,550)	4x tangible per tree (e.g., 2" caliper = \$3,400)
Trees (12"+ Diameter — Trunk Formula Method)	Appraised per TFM — minimum \$12,000 per tree	3x appraised tangible value (minimum \$36,000 per tree)	4x appraised tangible value (minimum \$48,000 per tree)
Parking / Access Improvements	\$4,000 per stall	\$27,462 per stall	\$31,462 per stall
Enclosed Multi-Use Structure (e.g., Warming House / Community Meeting Room)	\$450 per sq. ft. of enclosed structure	\$116,000 per lot	Varies by size + \$116,000 per unit

*Lot = dwellings per acre per the City of Fargo LDC. SR0-5 = 1 per acre, MR-1 = 16 per acre, MR-2= 20 per acre, MR-3= 24 acre, and Commercial = 22 per acre.

Normalization Across Park Size and Type

To ensure fairness, benefit amounts were normalized using standard park classifications and typical acreage. This approach is consistent with the Trust for Public Land’s methodology of using GIS-based geographic analysis to estimate park benefits on a per-property basis, and with the City of Fargo Special Assessment Commission’s normalization of benefit amounts using standard residential lot sizes. This allowed for the establishment of consistent maximum benefit thresholds, such as:

The per-front-foot and per-square-foot normalized rates were derived by dividing the tangible benefit per lot by the City of Fargo Special Assessment Commission standard lot frontage of 80 front feet. This normalization applies to the tangible benefit only and is calculated as follows:

- Neighborhood park improvements: $\$15,000 \text{ tangible} \div 80 \text{ front feet} = \$187.50 \text{ per front foot}$
- Community park improvements: $\$25,000 \text{ tangible} \div 80 \text{ front feet} = \$312.50 \text{ per front foot}$
- Trail / shared use path improvements: $\$8,500 \text{ tangible} \div 80 \text{ front feet} = \$106.25 \text{ per square foot}$

The intangible benefit is not included in the normalized per-square-foot calculation. The normalization is based solely on the tangible benefit component, consistent with the City of Fargo Special Assessment Commission's standard methodology for establishing maximum assessment thresholds.

- \$187.50 per front foot for neighborhood park improvements
- \$312.50 per front foot for community park improvements
- \$106.25 per square foot for trail and shared use path improvements

Summary

This structured approach allowed the Fargo Park District Special Assessment Committee to allocate park improvement benefits equitably, while ensuring transparency and consistency in the special assessment process. The methodology aligns with established federal regulatory practice and peer-reviewed national research, providing a defensible and equitable basis for benefit determination. It also allows for a measured approach that can be updated periodically as construction costs and values change.

Supporting National Frameworks

This benefit determination is supported by the following nationally recognized research and regulatory frameworks:

- U.S. Department of Transportation, Revised Departmental Guidance on Valuation of a Statistical Life in Economic Analysis (updated annually). Establishes the federal VSL used in intangible benefit calculations.
- Trust for Public Land, Conservation Economics Program. Has conducted more than 60 economic analyses quantifying the benefits of parks and conserved lands across the country, including studies in Minnesota, measuring property value, health, stormwater, air quality, tourism, and recreation benefits.
- Trust for Public Land, Measuring the Economic Value of a City Park System (Center for City Park Excellence). Identifies seven measurable economic attributes of park systems and provides a replicable methodology for quantifying park benefits in dollar terms.
- Crompton, J.L. (2001, 2005), Texas A&M University / National Recreation and Park Association. Peer-reviewed research reviewing approximately 30 studies on the proximate principle, establishing that properties abutting passive parks experience up to a 20% property value premium, with a conservative 5% baseline widely used in benefit analyses.
- Purcell, L. (2019). Tree Appraisal and the Value of Trees. Purdue Extension Publication FNR-473-W. Purdue University Department of Forestry and Natural Resources. Available at: <https://www.extension.purdue.edu/extmedia/fnr/fnr-473-w.pdf>. Describes the Trunk Formula Method (TFM) and related appraisal methodologies endorsed by the Council of Tree and Landscape Appraisers (CTLA). Provides the basis for tangible benefit calculations for trees 12 inches or greater in diameter.
- National Recreation and Park Association (NRPA). Research documenting that properties near parks and trails generally experience value premiums of 8% to 20% compared to otherwise comparable properties not proximate to park amenities.
- Song, P., H. Kim, G. Edgington, and S. Pauleit. (2018). Economic Benefits and Costs of Urban Trees: A Systematic Review. Urban Forestry & Urban Greening. Peer-reviewed systematic review of 34 studies documenting that urban tree benefit-to-cost ratios range from 1.35 to 6.69, with an average of 3.39. Provides the basis for the 3x intangible benefit multiplier applied to tree improvement types in this determination.



MEMORANDUM

DATE: April 15, 2026

TO: Fargo Park Board Committee Members

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 3 - Consideration of Anderson Complex
Baseline Fence Replacement Project Bids

Bids for the Anderson Complex Baseline Fence Replacement Project were received and publicly opened on Wednesday, April 1, 2026, at 12:30 p.m., at the North Maintenance Shop. Attached to this memo is the bid tabulation.

We received bids from American Security and Gate Company in the amount of \$51,000, and Dakota Fence in the amount of \$70,957. After reviewing the bid information, staff recommends awarding the bid to American Security and Gate Company in the amount of \$51,000. The bid met all specifications, is the lowest bid, and is within the budgeted amount of \$80,000 for this project.

We are asking the Committee to review and move the consideration for approval to the full board.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Susan Faus, Executive Director
Park Commissioners – Zoë Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman



Fargo Park District

Anderson Complex Baseline Fence Replacement Project

Bid Opening: 12:30 PM, Wednesday, April 01, 2026

North Shop Conference Room

<u>BIDDER</u>	<u>FENCE REMOVAL AND DISPOSAL</u>	<u>FENCE INSTALLATION</u>	<u>TOTAL COST</u>
American Gate and Security Company	-----	\$51,000.00	\$51,000.00
Dakota Fence	\$12,738.00	\$58,219.00	\$70,957.00



MEMORANDUM

DATE: April 15, 2026

TO: Fargo Park Board Committee Members

FROM: Tony Schmitt, Park Director

RE: Agenda Item No. 4 - Consideration of Brunsdale Park
Dugout Replacement Project Bids

Bids for the Brunsdale Park Dugout Replacement Project were received and publicly opened on Wednesday, April 1, 2026, at 1:00 p.m., at the North Maintenance Shop. Attached to this memo is the bid tabulation.

We received bids from American Security and Gate Company in the amount of \$66,500, and Dakota Fence in the amount of \$50,972. After reviewing the bid information, staff recommends awarding the bid to Dakota Fence in the amount of \$50,972. The bid met all specifications, is the lowest bid, and is within the budgeted amount of \$65,000 for this project.

We are asking the Committee to review and move the consideration for approval to the full board.

If you should have any questions, please feel free to contact me prior to the meeting.

Thank you.

Susan Faus, Executive Director
Park Commissioners – Zoë Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman



Fargo Park District

Brunsdale Park Large Field Dugout Replacement Project

Bid Opening: 1:00 PM, Wednesday, April 01, 2026

North Shop Conference Room

<u>BIDDER</u>	<u>TOTAL COST</u>	<u>ESTIMATED INSTALL DATE</u>
American Security and Gate Company	\$66,500.00	August 2026
Dakota Fence	\$50,972.00	September 2026



MEMORANDUM

DATE: April 15th, 2026
TO: Planning Committee Members
FROM: Cindy Girdner, VSS Transit Manager
RE: Agenda Item No. 5 - Fare Increase Proposal for Metro Senior Rides Service

I am asking today for approval for a fare increase for the Metro Senior Ride Service. The last Metro Senior Ride Service fare increase was in 2012; the increase was from \$2.50 to \$3.00. We strive to maintain competitive fare rates in alignment with MAT Paratransit. MAT Paratransit implemented a fare increase as of January 1, 2026. If approved this fare increase would take effect approximately July 1st, 2026, which coincides with the beginning of our new transit contract year.

The proposed changes would be a \$1.00 per stop increase: \$3.00 per stop to \$4.00 per stop. Senior Center rides will increase from \$1.00 to a \$2.00 per stop. This service operates within the Fargo, West Fargo, Horace in North Dakota and Moorhead and Dilworth on the Minnesota side all within the city limits.

I welcome any questions you may have regarding this fare adjustment.

Thank you

Metro Senior Ride Fare Increase.

Over the past 14 years, the geographic scope of our service area has expanded significantly due to continued growth and development in and around Fargo. This has directly impacted on our travel times and operational efficiency.

Currently, it takes approximately 22 minutes to travel from Fargo Parks Sport Center in South Fargo to North Fargo on a good day. With the recent addition of service into Horace, ND, travel time from Horace city limits to the VA Medical Center is now approximately 30 minutes.

As a result of these longer distances and increased demand, our drivers require more time between pick-up and drop-off locations; this has led to a rise in fuel consumption and overall operational costs.

Metro Senior Ride is funded by State Aid for Public Transit funding, Senior Mill Levy and fare income. Our State Aid funds are depleted 7 months into our contract year; we then rely on Senior Mill Levy money to subsidize the rest of our contract year.

Ridership Statistics:

July 2023-June 2024 Metro Senior Ride provided 26,749 rides in the metro area - 209,049 revenue miles.

July 2024-June 2025 Metro Senior Ride provided 26,822 rides in the metro area - 201,201,083 revenue miles.

*July 2025-February 2026 Metro Senior Ride has provided 17,585 rides in the metro area - 137,361 revenue miles.

Given the current operating environment and cost increases, we are proposing modest fare adjustment:

- **Single ride fare:** Increase from \$3.00 to \$4.00
- **Senior Center ride fare:** Increase from \$1.00 to \$2.00
- **Punch card (10 rides):** Increase from \$30.00 to \$40.00
- **Punch card (20 rides):** Increase from \$60.00 to \$80.00

This fare adjustment reflects both the increased service area and the operational costs associated with longer drive times. It's worth noting that many riders have expressed an expectation that fares would eventually increase after so many years without change. **Our last fare increase was back in January 2012 when our fares increased from \$2.50 to \$3.00 per ride.**

As of January 1st, 2026, MAT Paratransit did increase from \$3.00 to \$4.00. Our shared goal remains ensuring affordability and accessibility for individuals with limited income, while maintaining a sustainable and high-quality transportation service throughout Fargo, West Fargo, Horace, Moorhead, and Dilworth.



MEMORANDUM

DATE: April 15, 2026

TO: Fargo Park Board Committee Members

FROM: Susan Faus, Executive Director

RE: Agenda Item No. 6 – Review and Discuss Easement Agreements for Parking

SCHEELS Arena is requesting that the Fargo Park Board approve two “Easement Agreement (Parking)” items, which would allow arena guests to use additional parking at the two designated parcels. This agreement is intended to help accommodate large-scale events by providing an overflow of parking options.

Urban Plains and SCHEELS Arena have successfully used this cross-easement parking model since 2009, and Urban Plains plans to continue encouraging future tenants to participate in similar agreements.

The first agreement is between GRO III Urban Plains, LLC, the Fargo Park District and Metro Sports Foundation, Inc. and the second is between Brookstone Companies, LLC, Fargo Park District and Metro Sports Foundation, Inc.

We are asking the Committee to review this request and advance it to the full Board for consideration and approval.

If you have any questions, please feel free to contact me prior to the meeting.

Thank you.

Susan Faus, Executive Director
PARK COMMISSIONERS – Zoë Absey * Vicki Dawson * Joe Deutsch * Aaron Hill * Jerry Rostad
Clerk-Jeff Gunkelman

EASEMENT AGREEMENT

(Parking)

THIS EASEMENT AGREEMENT (“**Agreement**”) is made as of April 30, 2026, by and among **GRO III URBAN PLAINS, LLC**, a North Dakota limited liability company (“**GRO**”), **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota (“**Park District**”), and **METRO SPORTS FOUNDATION, INC.**, a North Dakota non-profit corporation (“**MSF**”).

RECITALS

A. GRO is the record owner of real property legally described as follows (hereafter referred to as the “**GRO Property**”):

Lot 1, Block 1, of Urban Plains By Brandt Eighth Addition to the City of Fargo, Cass County, North Dakota.

B. The Park District is the record owner of real property legally described as follows (the “**Arena Lot**”):

Lot 1, Block 1, Urban Plains Recreational Addition to the City of Fargo, Cass County, North Dakota.

C. MSF currently operates the “**Scheels Arena**” upon the Arena Lot, pursuant to a long-term ground lease with the Park District.

D. The parties desire to establish a non-exclusive easement for parking, pedestrian and access purposes over and upon the GRO Property, for the benefit of the Arena Lot, to accommodate overflow event parking for the operation of the Scheels Arena, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Parking and Pedestrian Easements. GRO hereby grants to the Park District and MSF, for their use and the use of their respective guests, patrons, spectators, customers, attendees, agents, employees and invitees, non-exclusive easements for:

- (a) the passage and parking of non-commercial passenger vehicles (the “**Parking Easement**”) over, across and upon the surface of the parking spaces, entrances, drives, driveways and lanes which have been or may be constructed for such use upon the GRO Property (the “**Parking Easement Area**”); and
- (b) the passage and accommodation of pedestrian traffic (the “**Pedestrian Easement**”) over, across and upon the surface of the sidewalks and parking areas which have been or may be constructed for such use upon the GRO Property, to allow for the travel of pedestrians to and from the Scheels Arena and the designated parking areas upon the GRO Property (the “**Pedestrian Easement Area**”).

The foregoing easements and easement areas are for the benefit of the Arena Lot and include a non-exclusive right of ingress and egress for passenger vehicles and pedestrians for the purposes stated above, to accommodate overflow parking requirements of the Park District and MSF in connection with the operation of the Scheels Arena upon the Arena Lot.

2. Restrictions. The Park District and MSF shall not be allowed to use the designated Parking Easement Area and Pedestrian Easement Area upon the GRO Property during the following hours (“**Restricted Period**”):

Monday through Friday: 9:00 a.m. to 5:00 p.m.

The Park District and MSF shall not allow or encourage vehicles to remain parked upon the Parking Easement Area during the Restricted Period. However, the Park District and MSF shall have no affirmative duty or obligation to enforce parking during the Restricted Period. GRO may at its expense enforce parking during the Restricted Period as it deems necessary, including placement of signage and the towing of any vehicles which violate the Restricted Period. GRO shall have no duty or obligation to remove any vehicles used by its employees or guests from the Parking Easement Area during the designated Restricted Period.

The easements granted by this Agreement shall be limited to the surface of the Parking Easement Area and Pedestrian Easement Area only, and nothing contained in this Agreement shall be construed or implied to create an easement or right of access of any kind to the subsurface of the GRO Property. No party shall use such Parking Easement Area or Pedestrian Easement Area for any other use which would unreasonably obstruct the free flow of vehicular or pedestrian traffic thereon. No fence, wall, structure or similar barrier which would unreasonably prevent or obstruct the passage of vehicular or pedestrian travel shall be erected or permitted on the Parking Easement Area or Pedestrian Easement Area. No right of passage shall exist (and if existing, may be suspended) for access or parking, for so long as such area is under construction or repair and is then unused for its intended purpose by the owner of the GRO Property. The owner(s) of the GRO Property may in its sole and absolute discretion and without the consent of any party to this Agreement, or their successors and assigns, relocate the drives, driveways, lanes and parking

spaces upon the GRO Property, provided that such relocation does not reduce the total number of parking spaces available to the Park District and MSF, and does not materially interfere with the orderly passage, parking and access of vehicles upon the GRO Property.

3. Installation. GRO or its successors shall at its sole expense be responsible for the installation and construction of the improvements comprising the Parking Easement Area and Pedestrian Easement Area upon the GRO Property. All installation and construction shall be done in a first class manner consistent with other commercial developments in the region.

4. Maintenance Obligations. The Parking Easement Area and Pedestrian Easement Area shall be maintained by the owner of the GRO Property in good order and repair, in a first class manner consistent with other commercial developments in the region. The maintenance and repair obligations shall include, but not be limited to, the following: (i) maintaining, repairing, replacing and re-striping the Parking Easement Area and Pedestrian Easement Area; (ii) placing, keeping, operating, repairing, replacing or repainting any appropriate lighting, directional signs or markers for Parking Easement Area and Pedestrian Easement Area; (iii) keeping the Parking Easement Area and Pedestrian Easement Area reasonably clear and free of snow, ice, rubbish and obstructions of every nature; and (iv) maintaining, repairing and replacing any landscaping adjacent to the Parking Easement Area and Pedestrian Easement Area.

5. Maintenance Costs. The costs of maintaining, repairing and replacing the Parking Easement Area and Pedestrian Easement Area as required in Section 4 of this Agreement shall be the sole cost and expense of the owner of the GRO Property, without reimbursement from the Park District or MSF.

6. Notice. A party will not be in default under this Agreement unless such party shall have been delivered a written notice specifying the default and shall fail to: (a) cure such default, or (b) deny existence of a default within thirty (30) days after receipt of such notice, or shall fail to commence to cure such default within such period of time if default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to cure the default.

7. Enforcement. The respective owners and lessees of the Arena Lot and the GRO Property, and their respective successors and assigns, shall each have the right to enforce at law or in equity, the provisions of this Agreement. Failure to enforce any covenant shall not be deemed a waiver of the right to do so thereafter. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

8. Duration. The easements created herein shall be effective for the longest period of time allowed by law, and shall run with the land until such time as the easements granted herein may be terminated, extended or amended by the recording of an appropriate document in the office of the County Recorder of Cass County, North Dakota, which document must be executed by the undersigned, or their successors and assigns.

9. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

10. Benefit. This Agreement shall inure to the benefit of and be binding upon the owners of the Arena Lot and GRO Property, their respective successors and assigns, and such easements shall run with the land. The easements granted or created herein, together with all terms, conditions, covenants and agreements herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Waiver. No waiver of any breach of the easement or of any rights, obligations, covenants and/or other provisions herein contained shall be construed as, or constitute, a waiver of any breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other such easement, rights, obligations, covenants and/or other provisions.

12. Indemnification. To the fullest extent permitted by law, Park District and MSF shall defend, indemnify, and hold harmless GRO, and GRO's members, partners, officers, directors, employees, agents, and lenders (collectively, the "**GRO Indemnitees**"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to (a) the use of the Parking Easement Area and Pedestrian Easement Area by Park District, MSF, or Park District's or MSF's tenants, customers, employees, contractors, licensees or other invitees, or (b) any act or omission of Park District, MSF, or Park District's or MSF's invitees in connection with such of the Parking Easement Area and Pedestrian Easement Area, except to the extent caused by the gross negligence or willful misconduct of GRO or GRO Indemnitees.

13. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the County Recorder of Cass County, North Dakota.

14. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

Signatures on following pages.

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

GRO III URBAN PLAINS, LLC

By: _____
Lucas Paper, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Lucas Paper, the President of GRO III Urban Plains, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(STAMP)

Notary Public

THE PARK DISTRICT OF THE CITY OF FARGO

By: _____
Vicki Dawson, President

By: _____
Susan Faus, Executive Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Vicki Dawson, the President of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Susan Faus, the Executive Director of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

METRO SPORTS FOUNDATION, INC.

By: _____
Jon Kram, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Jon Kram, the President of Metro Sports Foundation, Inc., a North Dakota non-profit corporation, on behalf of the non-profit corporation.

(STAMP)

Notary Public

EASEMENT AGREEMENT

(Parking)

THIS EASEMENT AGREEMENT (“**Agreement**”) is made as of April 30, 2026, by and among **BROOKSTONE COMPANIES, LLC**, a North Dakota limited liability company (“**Brookstone**”), **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota (“**Park District**”), and **METRO SPORTS FOUNDATION, INC.**, a North Dakota non-profit corporation (“**MSF**”).

RECITALS

A. Brookstone is the record owner of real property legally described as follows (hereafter referred to as the “**Brookstone Property**”):

Lot 2, Block 1, of Urban Plains By Brandt Eighth Addition to the City of Fargo, Cass County, North Dakota.

B. The Park District is the record owner of real property legally described as follows (the “**Arena Lot**”):

Lot 1, Block 1, Urban Plains Recreational Addition to the City of Fargo, Cass County, North Dakota.

C. MSF currently operates the “**Scheels Arena**” upon the Arena Lot, pursuant to a long-term ground lease with the Park District.

D. The parties desire to establish a non-exclusive easement for parking, pedestrian and access purposes over and upon the Brookstone Property, for the benefit of the Arena Lot, to accommodate overflow event parking for the operation of the Scheels Arena, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Parking and Pedestrian Easements. Brookstone hereby grants to the Park District and MSF, for their use and the use of their respective guests, patrons, spectators, customers, attendees, agents, employees and invitees, non-exclusive easements for:

- (a) the passage and parking of non-commercial passenger vehicles (the “**Parking Easement**”) over, across and upon the surface of the parking spaces, entrances, drives, driveways and lanes which have been or may be constructed for such use upon the Brookstone Property (the “**Parking Easement Area**”); and
- (b) the passage and accommodation of pedestrian traffic (the “**Pedestrian Easement**”) over, across and upon the surface of the sidewalks and parking areas which have been or may be constructed for such use upon the Brookstone Property, to allow for the travel of pedestrians to and from the Scheels Arena and the designated parking areas upon the Brookstone Property (the “**Pedestrian Easement Area**”).

The foregoing easements and easement areas are for the benefit of the Arena Lot and include a non-exclusive right of ingress and egress for passenger vehicles and pedestrians for the purposes stated above, to accommodate overflow parking requirements of the Park District and MSF in connection with the operation of the Scheels Arena upon the Arena Lot.

2. Restrictions. The Park District and MSF shall not be allowed to use the designated Parking Easement Area and Pedestrian Easement Area upon the Brookstone Property during the following hours (“**Restricted Period**”):

Monday through Friday: 9:00 a.m. to 5:00 p.m.

The Park District and MSF shall not allow or encourage vehicles to remain parked upon the Parking Easement Area during the Restricted Period. However, the Park District and MSF shall have no affirmative duty or obligation to enforce parking during the Restricted Period. Brookstone may at its expense enforce parking during the Restricted Period as it deems necessary, including placement of signage and the towing of any vehicles which violate the Restricted Period. Brookstone shall have no duty or obligation to remove any vehicles used by its employees or guests from the Parking Easement Area during the designated Restricted Period.

The easements granted by this Agreement shall be limited to the surface of the Parking Easement Area and Pedestrian Easement Area only, and nothing contained in this Agreement shall be construed or implied to create an easement or right of access of any kind to the subsurface of the Brookstone Property. No party shall use such Parking Easement Area or Pedestrian Easement Area for any other use which would unreasonably obstruct the free flow of vehicular or pedestrian traffic thereon. No fence, wall, structure or similar barrier which would unreasonably prevent or obstruct the passage of vehicular or pedestrian travel shall be erected or permitted on the Parking Easement Area or Pedestrian Easement Area. No right of passage shall exist (and if existing, may be suspended) for access or parking, for so long as such area is under construction or repair and is then unused for its intended purpose by the owner of the Brookstone Property. The owner(s) of the Brookstone Property may in its sole and absolute discretion and without the consent of any party to this Agreement, or their successors and assigns, relocate the drives, driveways, lanes and

parking spaces upon the Brookstone Property, provided that such relocation does not reduce the total number of parking spaces available to the Park District and MSF, and does not materially interfere with the orderly passage, parking and access of vehicles upon the Brookstone Property.

3. Installation. Brookstone or its successors shall at its sole expense be responsible for the installation and construction of the improvements comprising the Parking Easement Area and Pedestrian Easement Area upon the Brookstone Property. All installation and construction shall be done in a first class manner consistent with other commercial developments in the region.

4. Maintenance Obligations. The Parking Easement Area and Pedestrian Easement Area shall be maintained by the owner of the Brookstone Property in good order and repair, in a first class manner consistent with other commercial developments in the region. The maintenance and repair obligations shall include, but not be limited to, the following: (i) maintaining, repairing, replacing and re-striping the Parking Easement Area and Pedestrian Easement Area; (ii) placing, keeping, operating, repairing, replacing or repainting any appropriate lighting, directional signs or markers for Parking Easement Area and Pedestrian Easement Area; (iii) keeping the Parking Easement Area and Pedestrian Easement Area reasonably clear and free of snow, ice, rubbish and obstructions of every nature; and (iv) maintaining, repairing and replacing any landscaping adjacent to the Parking Easement Area and Pedestrian Easement Area.

5. Maintenance Costs. The costs of maintaining, repairing and replacing the Parking Easement Area and Pedestrian Easement Area as required in Section 4 of this Agreement shall be the sole cost and expense of the owner of the Brookstone Property, without reimbursement from the Park District or MSF.

6. Notice. A party will not be in default under this Agreement unless such party shall have been delivered a written notice specifying the default and shall fail to: (a) cure such default, or (b) deny existence of a default within thirty (30) days after receipt of such notice, or shall fail to commence to cure such default within such period of time if default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to cure the default.

7. Enforcement. The respective owners and lessees of the Arena Lot and the Brookstone Property, and their respective successors and assigns, shall each have the right to enforce at law or in equity, the provisions of this Agreement. Failure to enforce any covenant shall not be deemed a waiver of the right to do so thereafter. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

8. Duration. The easements created herein shall be effective for the longest period of time allowed by law, and shall run with the land until such time as the easements granted herein may be terminated, extended or amended by the recording of an appropriate document in the office of the County Recorder of Cass County, North Dakota, which document must be executed by the undersigned, or their successors and assigns.

9. Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

10. Benefit. This Agreement shall inure to the benefit of and be binding upon the owners of the Arena Lot and Brookstone Property, their respective successors and assigns, and such easements shall run with the land. The easements granted or created herein, together with all terms, conditions, covenants and agreements herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Waiver. No waiver of any breach of the easement or of any rights, obligations, covenants and/or other provisions herein contained shall be construed as, or constitute, a waiver of any breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other such easement, rights, obligations, covenants and/or other provisions.

12. Indemnification. To the fullest extent permitted by law, Park District and MSF shall defend, indemnify, and hold harmless Brookstone, and Brookstone's members, partners, officers, directors, employees, agents, and lenders (collectively, the "**Brookstone Indemnitees**"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or related to (a) the use of the Parking Easement Area and Pedestrian Easement Area by Park District, MSF, or Park District's or MSF's tenants, customers, employees, contractors, licensees or other invitees, or (b) any act or omission of Park District, MSF, or Park District's or MSF's invitees in connection with such of the Parking Easement Area and Pedestrian Easement Area, except to the extent caused by the gross negligence or willful misconduct of Brookstone or Brookstone Indemnitees.

13. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the County Recorder of Cass County, North Dakota.

14. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms or provisions of this agreement shall not be affected thereby, but such remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

Signatures on following pages.

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

BROOKSTONE COMPANIES, LLC

By: _____
Matthew D. Hauff, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Matthew D. Hauff, the President of Brookstone Companies, LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(STAMP)

Notary Public

THE PARK DISTRICT OF THE CITY OF FARGO

By: _____
Vicki Dawson, President

By: _____
Susan Faus, Executive Director

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Vicki Dawson, the President of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Susan Faus, the Executive Director of The Park District of the City of Fargo, a North Dakota park district, on behalf of the park district.

(STAMP)

Notary Public

METRO SPORTS FOUNDATION, INC.

By: _____
Jon Kram, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing was acknowledged before me this ____ day of April, 2026, by Jon Kram, the President of Metro Sports Foundation, Inc., a North Dakota non-profit corporation, on behalf of the non-profit corporation.

(STAMP)

Notary Public

