

BOARD OF ADJUSTMENT
Tuesday, December 16 | 9:00AM
City Commission Chambers
AGENDA

1. Approve Minutes – September 23, 2025
2. New Business
 - a. Appeal of Administrative Decision - 3900 Great Plains Drive
 - i. Appellant claims staff erred in its determination to not schedule a proceeding for the original Appeal of an Administrative Decision application from Korey Kallstrom with Horizon Holdings LLP, filed November 6, 2025 basing the determination that the appellant is not an authorized party to appeal the permits granted.
3. Other Business
4. Adjourn – Next Meeting: January 27, 2026

Board of Adjustment meetings are broadcast live on cable channel TV Fargo 56 and can be seen live by video stream on www.FargoND.gov/streaming. They are rebroadcast each Tuesday at 9:00 a.m. for one month following the meeting.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Planning Office at 701.241.1474 or TDD at 701.241.8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

BOARD OF ADJUSTMENT MINUTES

Regular Meeting:

Tuesday, September 23, 2025

The Regular Meeting of the Board of Adjustment of the City of Fargo, North Dakota, was held in the Commission Chambers at City Hall at 9:00 a.m., Tuesday, September 23, 2025.

The Members present or absent were as follows:

Present: Deb Wendel-Daub, Matthew Boreen, Michael Love, Michael Orth, Marcia Pulczinski

Chair Love called the meeting to order.

Item 1: Approval of Minutes: Regular Meeting of May 27, 2025

Member Boreen moved the minutes of the May 27, 2025 Board of Adjustment meeting be approved. Second by Member Wendel-Daub. All Members present voted aye and the motion was declared carried.

Item 2: New Business

a. Variance Request – 1122 7th Avenue South

The two requests at 1122 7th Avenue South, if granted, would allow a new, detached accessory structure (garage) to exceed development standards for Accessory Uses as outlined in Section 20-0403 for the SR-3, Single-Dwelling Residential zoning district, specifically:

- 1) 15-foot height restriction for accessory structures, and*
- 2) Accessory structure building coverage not to exceed that of the principal building.*

Planning Coordinator Kim Citrowske presented the staff report and reviewed the criteria used during staff's analysis of the application. She stated staff is recommending denial, as the review criteria (a) and (c) have not been met.

Applicant representative Roy Fick spoke on the application.

Discussion was held on how this project would fit with the upcoming new Land Development Code, setbacks, dimensions of the existing and proposed garage, site design, and breezeway options.

Plan Reviewer Melissa Gaulrapp spoke on behalf of the Inspections Department.

Additional discussion was held on City standards regarding primary and accessory structures, alternate site and design options, and roof slopes.

Member Boreen moved the findings of staff be accepted and the variance be denied as requested. Second by Member Orth. Upon call of the roll Member Orth voted aye. Members Wendel-Daub, Boreen, Pulczynski, and Love voted nay. The motion failed.

Member Wendel-Daub moved to approve the variance to allow a new, detached accessory structure (garage) to exceed two development standards specifically maximum height and maximum area for accessory uses. Second by Member Pulczynski. Upon call of the roll Members Boreen, Pulczynski, Wendel-Daub, and Love voted aye. Member Orth voted nay. The motion was declared carried.

Item 3: Annual Meeting / Election of Officers
- Chairperson

Member Wendel-Daub moved Michael Love be nominated as the Board of Adjustment Chairperson. Second by Member Orth. All Members present voted aye and the motion was declared carried.

- Vice-Chairperson

Member Orth moved Deb Wendel-Daub be nominated as the Board of Adjustment Vice-Chairperson. Second by Member Boreen. All Members present voted aye and the motion was declared carried.

Item 4: Adjournment: Next Meeting – October 28, 2025

Member Boreen moved to adjourn the meeting at 9:17 a.m. Second by Member Wendel-Daub. All Members present voted aye and the motion was declared carried.

CITY OF FARGO
Board of Adjustment
Appeal of an Administrative Decision Staff Report

Item No: 2.a

Date: December 9, 2025

Appellant: Korey Kallstrom, Horizon Holdings LLP

Status: Board of Adjustment – December 16, 2025

Summary of Record

Background:

An Appeal of an Administrative Decision application was submitted on November 6, 2025 by Korey Kallstrom on behalf of Horizon Holdings LLP owner of 3900 Great Plains Drive regarding the Issuance of Building Permits for an addition (2504-0528-ADD) and parking lot (2504-0653-PRKG) at 4550 42nd Street South which is owned by a separate entity.

After review of the submitted application, an email dated November 14, 2025 was sent to the applicant by City Attorney, Nancy Morris, notifying the appellant that it has been determined Horizon Holdings LLP is not an authorized party to appeal a building permit for property in which they are not record owner or authorized agent.

An application for the Appeal of Administrative Decision was filed by the appellant on November 14, 2025, who believes the determination to not schedule a proceeding at Board of Adjustment for consideration of the original application is incorrect. This is the application scheduled for the December 16th Board of Adjustment agenda.

Question Before the Board:

Did staff err in its determination to not schedule a proceeding for the original Appeal of an Administrative Decision application from Korey Kallstrom with Horizon Holdings LLP, filed November 6, 2025 basing the determination that the appellant is not an authorized party to appeal the permits granted.

Exhibits:

The following exhibits are admitted as part of this staff report and are attached:

- Exhibit 1- Zoning map & aerial photo for the property at 3900 Great Plains Dr S
- Exhibit 2- Appeal of Administrative Decision Application, dated November 14th
- Exhibit 3- Appeal of Administrative Decision Application, dated November 6th
- Exhibit 4- City Attorney Email
- Exhibit 5- Current ownership delineation, city created map
- Exhibit 6- Easements of Record
- Exhibit 7- Building and Parking Lot Permits (2504-0528-ADD and 2504-0653-PRKG)

Relevant Facts

Staff believes that the following facts are relevant to the Board's consideration of this appeal:

1. The applicant's property is located at 3900 Great Plains Drive South, Fargo, ND and is zoned GO: General Office.
2. The Application to Appeal an Administrative Decision was submitted November 14, 2025.
3. An email from City Attorney, Nancy J. Morris dated November 14, 2025 outlining the staff decision to not schedule a proceeding.
4. Recorded warranty deed.
5. Recorded easement between the property owners.

6. LDC §20-090.A Authority to File Applications.
7. Permits (2504-0528-ADD and 2504-0653-PRKG) at 4550 42nd Street South were issued in October 2025 to HOK and Gehrtz Construction Services on behalf of Microsoft Corporation, the owner of record.

Relevant Code Provisions

Appeals of Administrative Decisions shall be taken to the Board of Adjustment. The Board of Adjustment shall grant to the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant. In exercising the appeal power, the Board of Adjustment shall have all the powers of the official from whom the appeal is taken, and the Board of Adjustment may reverse or affirm wholly or partly or may modify the decision being appealed. If the Board of Adjustment determines that it is necessary to obtain additional evidence in order to resolve the matter, it shall remand the appeal to the official from whom the appeal is taken, with directions to obtain such evidence and to reconsider the decision in light of such evidence. A concurring vote of four members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of an administrative official. (§20-0916.G)

§20-0901. General

The requirements of this section apply to all applications under this Land Development Code.

A. Authority to File Applications

An application for development review or approval under this Land Development Code must be filed by the person having legal authority to take action in accordance with the approval sought. Unless otherwise expressly stated, that person is presumed to be the record owner, purchaser under a sale from the record owner, or the duly authorized agent of the record owner in the absence of satisfactory proof to the contrary. City officials are authorized to require proof of legal authority to take the action sought. The Board of City Commissioners, Planning Commission, Board of Adjustment and City department heads may initiate any action under this Land Development Code with or without an application from the property owner.

§20-0902. Burden of Proof or Persuasion

The burden of demonstrating that an application complies with applicable review and approval criteria is on the applicant. The burden is not on the City or other parties to show that the criteria have not been met.

Staff Analysis

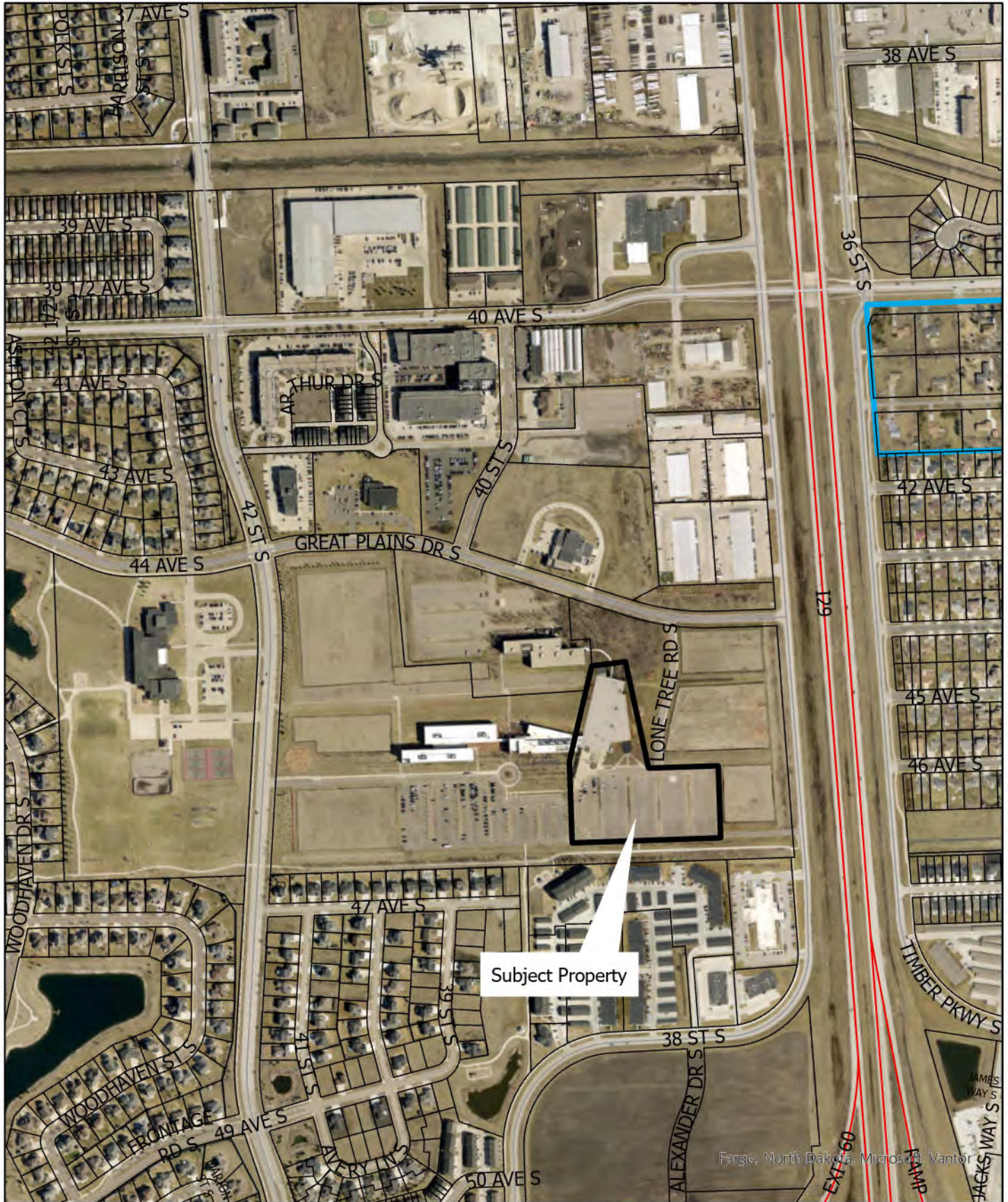
Staff has determined that the Appeal of the Administrative Decision application by representatives of the property at 3900 Great Plains Drive, dated November 6, 2025, is not appropriate to be placed on the Board of Adjustment agenda due to the fact that the appellant is not an authorized party or owner of record at 4550 42nd Avenue South (the location of the permit of question). The appellant does not have legal authority to Appeal an Administrative Decision regarding the issuance of a building permit at a property it does not own as outlined in 20-0901 of Chapter 20 – Land Development Code of the Fargo Municipal Code of Ordinances.

The permits have been reviewed and the permits comply with the Land Development Code during current and historic site plan reviews. The issues outlined by the appellant are a private property matter which the City of Fargo is not a party.

Staff Recommendation

Staff recommends that the Board of Adjustment affirm the staff decision not to schedule a proceeding at Board of Adjustment for consideration of the original application due to the fact that the appellant is not an authorized party under Fargo Municipal Code §20-0901 to appeal the issued permits.

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Legend

 City Limit



0 0.05 0.1 0.2 Miles

3900 Great Plains Drive



Planning & Development
 225 4th Street North
 Fargo, ND 58102
 Office: 701.241.1474 | Fax: 701.241.1526
 Email: Planning@FargoND.gov
www.FargoND.gov

APPEAL OF AN ADMINISTRATIVE DECISION

We, the undersigned, do hereby submit an application to the Board of Adjustment of the City of Fargo, North Dakota, to hear and decide an appeal of a decision made by an administrative official of the City of Fargo.

Property Owner Information

Name (*printed*): Horizon Holdings LLP

Address: PO Box 10541

Fargo, ND 58106-0541

Primary Phone: 701-866-7615

Alternative Phone: _____

Fax: _____

Email: patrick.vesey@goldmark.com

Representation Information (*if applicable*)

Name (*printed*): Korey Kallstrom

Address: 2000 44th St S, Suite 202

Company: _____

Primary Phone: 701-478-9660

Alternative Phone: _____

Fax: _____

Email: korey.kallstrom@axisproperties.com

☐ Same as property owner

Location of property involved in the appealed decision (*if applicable*)

Address: 3900 Great Plains Drive

Legal Description (*attach separate sheet if more space is needed*): _____

See Exhibit B

Item for Appeal (*attach separate sheet if more space is needed*)

Decision by the Zoning Administrator to not place the appeal attached as Exhibit C on the Agenda for the Board of Adjustment.

Reason for Appeal (*attach separate sheet if more space is needed*)

See Attached



Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the forgoing information is true and complete to the best of our knowledge.

Owner (Signature): Pat Vesey Date: 11/14/2025

Representative (Signature): Korey Kallstrom Date: 11/14/2025

Office Use Only

Date Filed: _____ Pre-Application Meeting Date: _____

Application Complete: ☐ Yes ☐ No Reviewed By: _____

Exhibit A

On November 6, 2025, we submitted an Appeal of an Administrative Decision to the Zoning Administrator (the “Original Appeal”) of the City of Fargo related to a building permit that was issued for work to be performed on both our property and the adjacent property. The building permit substantially impairs our rights as explained in the Original Appeal. On November 14, 2025, Nancy Morris, the City Attorney for Fargo, advised us via e-mail that we are not authorized to appeal the issuance of the building permit.

The decision not to place the Original Appeal on the agenda of the Board of Adjustment is an administrative decision. Section 20-0803 of the Fargo Municipal Code provides that

“in all matters where appeal powers have not been specifically assigned to the Planning Commission or the Board of City Commissioners, the Board of Adjustment shall be responsible for hearing appeals of administrative decisions and for taking the final local action to uphold or overturn the administrative official’s decision”

As no other provision of the code deals with an appeal of this nature, the proper form for this appeal is the Board of Adjustment.

For the below reasons, the Board of Adjustment should grant our appeal and direct the Zoning Administrator to place our Original Appeal on the agenda for the next meeting of the Board of Adjustment.

Section 20-0916(A) of the Fargo Municipal Code authorizes the Board of Adjustment to “hear and decide appeals where it alleged there is an error in any order, requirement, decision or determination made by an administrative official of the City in the administration or enforcement of the Land Development Code.” In our Original Appeal, we allege that the Inspections Department improperly made the decision to issue Permit 2504-0528-ADD to Microsoft Corporation.

Section 20-0916(B) of the Fargo Municipal Code grants a right to appeal to “any person aggrieved...by any decision of the administrative officer.” In Treiber v. Citizens State Bank, 1999 ND 130, 598 N.W.2d 96, the Supreme Court of North Dakota defined an aggrieved party as “one who has some legal interest that may be enlarged or diminished by the appealed decision.”.

Horizon Holdings LLP is clearly an “aggrieved party” as the issuance of the permit diminishes its legal right. As discussed in the Original Appeal, Horizon Holdings LLP is negatively impacted by the issuance of the building permit as it results in (1) the violation of the setback requirements under the Land Development code, (2) the Fire Separation Distance for its existing building being reduced without its consent and (3) additional fire risk for its property due to the failure of Microsoft to comply with the International Building Code. These issues impair a legal interest of Horizon Holdings LLP as it reduces its ability to potentially expand its building or change the use of its property.

Exhibit B – Legal Description

3900 Great Plain Drive – Parcel # 01-5010-00201-000

A PART OF LOT 1, BLOCK 2 OF THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 IN THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 117.09 FEET ALONG THE EAST LINE OF SAID LOT 1, THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST 346.61 FEET PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, TO THE POINT OF THE BEGINNING;

THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST 335.00 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST 335.50 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 20 SECONDS WEST 523.73 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 44 SECONDS WEST 163.14 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 08 SECONDS WEST 470.14 FEET; THENCE SOUTH 01 DEGREES 54 MINUTES 39 SECONDS EAST 393.73 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 21 SECONDS EAST 715.00 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST, 12.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 388,495 SF MORE OR LESS.

TOGETHER WITH A NORTH ACCESS EASEMENT, COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 IN THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA; THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 117.09 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST, 346.61 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST, 335.00 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST, 292.25 FEET TO THE POINT OF

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THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST 55.26 FEET; THENCE NORTHEASTERLY ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 736.75 FEET AND AN ARC LENGTH OF 261.20 FEET; THENCE NORTH 18 DEGREES 24 MINUTES 08 SECONDS EAST 13.37 FEET; THENCE NORTHEASTERLY ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 613.25 FEET AND AN ARC LENGTH OF 243.76 FEET; THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 119.16 FEET TO THE SOUTH RIGHT OF WAY OF 44TH AVENUE SOUTHWEST AND THERE ENDING. THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID SOUTH RIGHT OF WAY LINE OF 44TH AVENUE SOUTHWEST.

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SUBJECT TO EASEMENTS OF RECORD.



Planning & Development
225 4th Street North
Fargo, ND 58102
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Email: Planning@FargoND.gov
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APPEAL OF AN ADMINISTRATIVE DECISION

We, the undersigned, do hereby submit an application to the Board of Adjustment of the City of Fargo, North Dakota, to hear and decide an appeal of a decision made by an administrative official of the City of Fargo.

Property Owner Information

Name (*printed*): Horizon Holdings LLP
Address: PO Box 10541
Fargo, ND 58106-0541
Primary Phone: 701-866-7615
Alternative Phone: _____
Fax: _____
Email: patrick.vesey@goldmark.com

Representation Information (*if applicable*)

Name (*printed*): Korey Kallstrom
Address: 2000 44th St S, Suite 202
Company: _____
Primary Phone: 701-478-9660
Alternative Phone: _____
Fax: _____
Email: korey.kallstrom@axisproperties.com
☐ Same as property owner

Location of property involved in the appealed decision (*if applicable*)

Address: 3900 Great Plains Drive & 4550 42nd Ave S
Legal Description (*attach separate sheet if more space is needed*):
See Exhibit A

Item for Appeal (*attach separate sheet if more space is needed*)

Issuance of Building Permits Z4P1XT and DHN6K8 3 2504-0528-Add

Reason for Appeal (*attach separate sheet if more space is needed*)

For the reasons set forth in the memorandum attached as Exhibit B, the Building Permits
have been issued in violation of the Fargo Land Development Code and the International Building
Code.



Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the forgoing information is true and complete to the best of our knowledge.

Owner (Signature): [Signature] Date: 11/6/25
Representative (Signature): [Signature] Date: 11/6/25

Office Use Only

Date Filed: _____ Pre-Application Meeting Date: _____
Application Complete: ☐ Yes ☐ No Reviewed By: _____

Exhibit A – Legal Descriptions

3900 Great Plain Drive – Parcel # 01-5010-00201-000

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SUBJECT TO EASEMENTS OF RECORD.

4550 42nd Ave S

Addition Name: Prairie Tech
Block: 3
Lot:

PT OF 1 LESS THE FOLL: COMM AT SE COR OF 1, BLK 2, GREAT PLAINS SOFTWARE, THEN N 04 DEG 22 MIN 19 SEC W, ASSMD BRG ALG E LN OF 1, A DIST OF 117.09 FT; THEN S 88 DEG 05 MIN 21 SEC W 346.61 FT; THEN N 01 DEG 54 MIN 39 SEC W 335 FT; THEN S 88 DEG 05 MIN 21 SEC W 335.50 FT; THEN N 12 DEG 15 MIN 20 SEC W 523.73 FT; THEN S 82 DEG 54 MIN 44 SEC W 163.14 FT TO PT OF BEG OF TRACT TO BE DESC; THEN S 13 DEG 15 MIN 08 SEC W 470.14 FT; THEN S 88 DEG 19 MIN 33 SEC W 527.70 FT; THEN N 03 DEG 40 MIN 27 SEC W 170.43 FT; THEN S 88 DEG 19 MIN 33 SEC W 335.30 FT; THEN N 05 DEG 15 MIN 10 SEC W 588.78 FT TO S LN OF GREAT PLAINS DR; THEN ELY 233.10 FT ALG S LN OF SD GREAT PLAINS DR & ALG A NON-TANGENTIAL CURVE CONCAVE TO S HAVING A CENTRAL ANGLE OF 15 DEG 31 MIN 47 SEC, A RADIUS OF 880 FT, A CHORD BRG OF S 80 DEG 16 MIN 26 SEC E & A CHORD DIST OF 232.39 FT; THEN S 72 DEG 30 MIN 32 SEC E, TANGENT TO LAST DESC CURVE & ALG S LN OF SD GREAT PLAINS DR, A DIST OF 840.53 FT; THEN S 03 DEG 40 MIN 27 SEC E 205.44 FT; THEN N 88 DEG 19 MIN 33 SEC E 90.80 FT; THEN S 03 DEG 40 MIN 27 SEC E 130.20 FT TO PT OF BEG; AND LT 1 BLK 1 GREAT PLAINS SOFTWARE ADDN, LESS 5010-02010 & THAT PT OF 1 NOW PLATTED TO VISTA ADDN

Exhibit B

The Inspections Department of the City of Fargo has issued to Microsoft Corporation Permit # 2504-0528-ADD (the "Permit") related to certain work to be conducted on the building located at 4550 42nd Street S which includes work on the portion of the building that is located on parcel # 01-5010-00201-000. The City of Fargo Inspections Department is aware of numerous violations of the building code and the land development code related to this project and despite the violations has issued the permit. These violations directly impact Horizon Holdings LLP as the neighboring property owner and owner of the land on which a portion of the work is being performed.

The Board of Adjustment should reverse the decision of the Inspections Department to issue the Permit as such decision is arbitrary and capricious and not permitted by the Land Development Code and the International Building Code.

The Horizon Parcel

Horizon Holdings LLP is the owner of Parcel Number 01-5010-00201-000 (the "Horizon Parcel") which was created via a Warranty Deed dated November 25, 1997, between Great Plains Software, Inc. and IRET Properties and as filed with the Cass County Recorder on November 25, 1997 as Document No. 887200 (the "Deed"). A copy of the Deed is attached as Exhibit A.

Under the memorandum dated October 25, 2025, by Nicole Crutchfield to Shawn Ouradnik re "Terminology and related codes as referencing various lot types" the Horizon Parcel is considered a "Legally Nonconforming Lot" as it was created prior to February 17, 1998. This is consistent with Section 20-1003 of the Fargo Land Development Code.

The Horizon Parcel is also a "parcel" as such term is defined in Section 20-1202 (48) and a "lot" as such term is defined in Section 20-1202 (29) of the Land Development Code. While the Horizon Parcel is not a "Legal Lot" as defined in the code, the term Legal Lot is only used in Section 20-0913 which states that "Building Permits may only be issued **for development on Legal Lots**" (emphasis added) and Section 20-0504 (B)(3) which deals with a specific exemption to lot area standards for Legal Lots in the construction of a detached house.

Further, the Horizon Parcel is a "Lot"¹ as such term is defined under the 2021 IBC Code and Commentary Volumes 1 & 2 (the "2021 IBC") and the boundaries of the Horizon Parcel are "Lot Lines"².

¹ "Lot" is defined under the 2021 IBC as:

LOT. A portion or parcel of land considered as a unit.

◆ A lot is a legally recorded parcel of land, the boundaries of which are described on a deed. Where code requirements are based on some element of a lot (such as yard area or lot line location), it is the physical attributes of the parcel of land that the code is addressing, not issues of ownership. Adjacent lots owned by the same party are treated as if they were owned by different parties because ownership can change at any time. However, a group of platted lots or subdivision lots could be joined together and "considered as a unit" for the purposes of the code. For example, a collection of platted lots could be used as a single building lot for the construction of a covered mall and its associated anchor buildings. Local jurisdictions may require for taxing or other purposes that the lots be legally joined, or merged, as well.

² **LOT LINE.** A line dividing one lot from another, or from a street or any public place.

The Commons Building Noncompliance with the Land Development Code and the Building Code

Land Development Code

Under the Land Development Code as in effect at the time of the construction of the Commons Building, the required minimum interior side setback in property zoned for General Office was 5'. Clearly the Commons Building violated the setback provision and is not in compliance with the Land Development Code as it encroaches over 20' onto the adjacent parcel and such encroachment covers an area of approximately 1,167 square feet. Furthermore, the Commons Building is not a "Nonconforming Structure" as defined in Section 20-1001(A)(2) of the Land Development Code as it was not established in according with all zoning regulations in effect at the time of its establishment.

Section 20-1004 of the Land Development Code provides that "Any expansion of a nonconforming structure shall be prohibited unless such expansion is in compliance with all applicable Land Development Code standards."³ However, as discussed above, since the Commons Building is not a "nonconforming structure" Section 20-1004 is not applicable to the Commons Building. There is no other provision of the Land Development Code that would permit a building permit to be issued to complete an expansion on an unlawful nonconforming structure.

Section 20-0913(B) of the Land Development Code states that "The Building Official shall not issue a building permit unless the plans, specifications and intended use of such building or structures or part thereof conform in all respects to the provisions of this Land Development Code and the building code." The Building Official does not have discretion to issue a building permit in this situation where the setback requirements of the Land Development Code were clearly violated absent a variance from the Board of Adjustment as contemplated by Section 20-0914 of the Land Development Code.

The 2006 International Building Code

When originally constructing the Commons Building, Microsoft did not provide an accurate Site Plan as required by Section 106.2 of the 2006 International Building Code and Commentary (the "2006 IBC") an accurate boundary line survey⁴. Had Microsoft done so, the issues we now face would likely have been prevented. Regardless, Section 105.4 of the 2006 IBC makes it clear that "the issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction." The commentary to the code elaborates:

"This section states the fundamental premise that the permit is only a license to proceed with work. It is not a license to violate, cancel or set aside any provision of this code. This is significant because it means that despite any errors or oversights in the approval process, the permit applicant, not the building official, is responsible for code compliance."

❖ Lot lines are legally recorded divisions between two adjacent land parcels or lots. They are the reference point for the location of buildings for exterior separation and other code purposes (see the definition of "Lot" above).

³ See also NDCC 40-47-05 which also requires compliance with state laws and rules.

⁴ The Site Plan submitted is attached as Addendum A.

The 2006 IBC is clear that compliance with the building code is the responsibility of the applicant.⁵

Under the 2006 IBC a "Lot" is defined as "a legally recorded parcel of land, the boundaries of which are described on a deed" and "Lot Lines" are "legally recorded divisions between two adjacent land parcels or lots. They are the reference point for the location of buildings for exterior separation and other code purposes." It is clear that for purposes of the 2006 IBC, the Horizon Parcel is a "Lot" with "Lot Lines".

The 2006 IBC contains no examples of how to handle a situation in which a structure is built across a Lot Line. Silence on the issue does not mean that doing so is acceptable under the 2006 IBC. There is no rationale under the 2006 IBC that allows a party to simply ignore a Lot Line, in fact, the commentary makes clear that even "adjacent lots owned by the same party are treated as if they were owned by different parties."

Looking at the definition of Lot Line and its reference to the Lot Line being the "reference point for the location of buildings for exterior separation and other code purposes" leads to the conclusion that a structure that crosses a Lot Line must be treated as two separate buildings under the 2006 IBC.

In this case, since the Commons Building is built across the Lot Line, Section 705.1.1 requires a party wall to be built on the lot line between the two adjacent buildings. In this case, since each "building" is a group A occupancy, such party wall must be a fire wall with a 3 hour rating. This also aligns with the stated purpose of Chapter 7 of the 2006 IBC which states in part, "Ideally, fire growth and fire spread will be contained in the building and compartment of fire origin. Adjacent buildings also benefit from the provisions for exterior components of fire-resistant construction found in Chapter 7".

In addition to the issues caused by the building of the Commons Building across a Lot Line, we also need to address the Fire Separation Distance between the "building" that is a portion of the Commons Building on the Horizon Parcel and the Horizon Building. Microsoft's position appears to be that Microsoft, and Microsoft alone, can decide where to draw the imaginary lot line. However, the

⁵ Microsoft attempts to brush aside the obvious code noncompliance issues related to the construction of the Commons Building approximately some 20' onto the Horizon Parcel and argues that the City is estopped from enforcing the building code and/or the land development code. Microsoft provides a citation to *Arnegard v Arnegard Township*, 908 N.W. 2d 737 to support this position. While *Arnegard* does state that "equitable estoppel may function to prevent revocation of a validly issued permit if the permittee can show substantial reliance", the plaintiff must also show, on the part of the City:

"(1) Conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than those which the [defendant] subsequently attempts to assert; (2) the intention, or at least the expectation, that such conduct will be acted upon by, or will influence, the [plaintiff]; and (3) knowledge, actual or constructive, of the real facts."

And Microsoft also must show, on its own part:

"(1) [L]ack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance, in good faith, upon the conduct or statements of the [defendant]; and (3) action or inaction based thereon, of such a character as to change the position or status of the [plaintiff], to his injury, detriment, or prejudice."

In other words, Microsoft must show that the City knew the plans submitted for the construction of the Commons Building were in violation of the Land Development Code and the 2006 IBC and Microsoft lacked the means of knowing that the plans submitted for the construction of the Commons Building were in violation of the Land Development Code and the 2006 IBC.

definition of Fire Separation Distance in Section 702 of the 2006 IBC makes it clear that “the location of the line applies to both buildings and cannot be revised.” The provision does not contemplate, nor apply, to a situation where a party builds a structure across a Lot Line and then attempts to impose a required fire separation distance on an existing building without such building owner’s consent. In such a case, the only reasonable result under the code is that the exterior wall has a fire separation distance of 0’.

We do not know what the future use of the Horizon Building will be and want to maintain maximum flexibility with respect to the required fire separation distance between the two buildings. Circumstance could arise that we would want to increase the building footprint and the drawing of the imaginary line outside the boundaries of the easement area would potentially hinder our ability to do so as we would be bound by Microsoft’s unilateral decision. As they have no rights to any portion of the Horizon Parcel outside of the Building Easement, Microsoft has no right to draw an imaginary line that would result in an additional encumbrance on the Horizon Parcel.

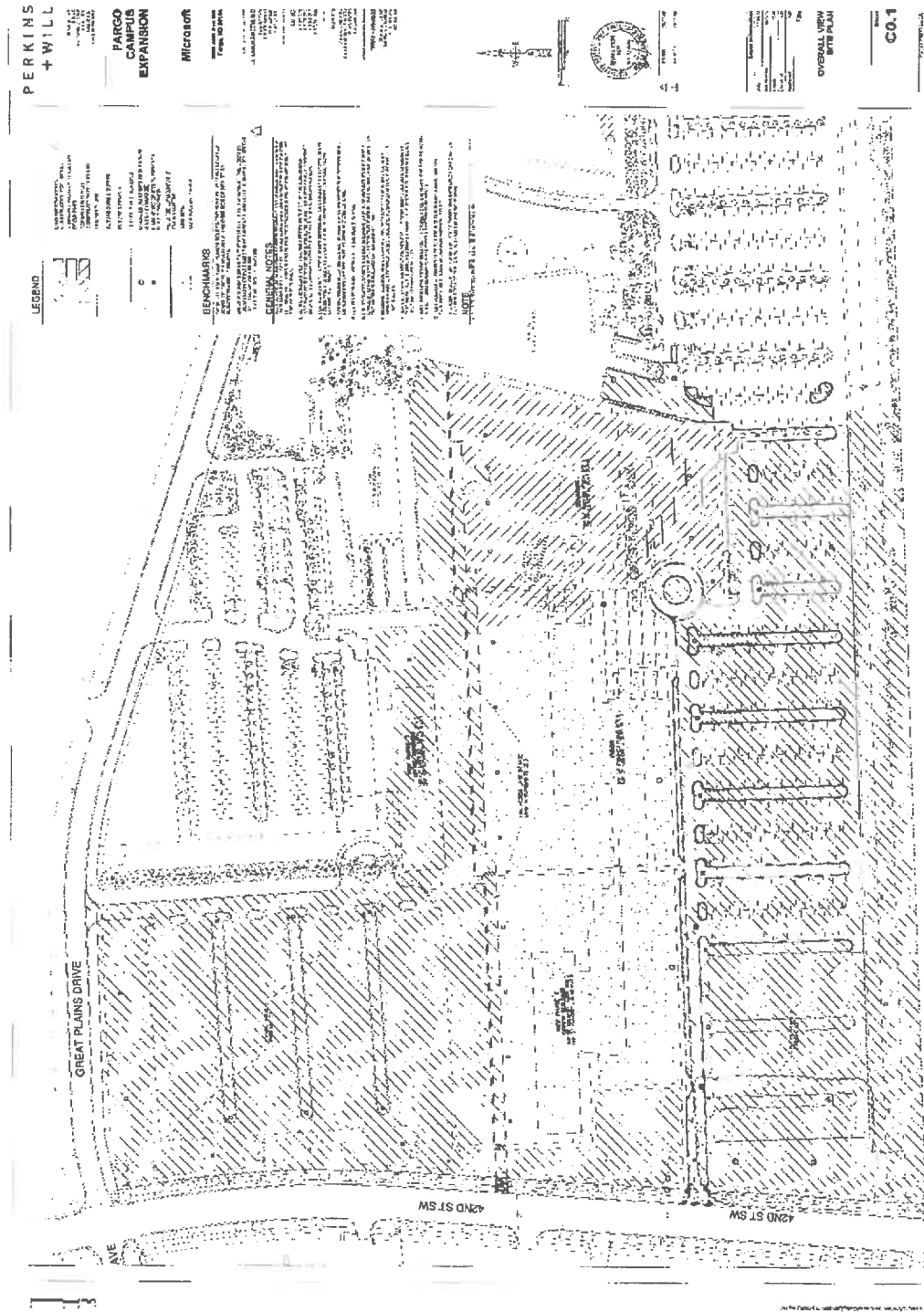
Microsoft has also taken the position that certain sections of the 2021 IBC should not apply with respect to the project as it only applies to “new buildings”. However, Section 102.6 of the 2021 IBC makes it clear that only “the legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change.” The commentary elaborates that:

“The existence of a building prior to the adoption of a new edition of the code does not grant it the status of a legal existence. A building is thought of as being “grandfathered” under prior rules and not needing to be brought up to current requirements where there are records to show that it was constructed to meet the regulations of the jurisdiction in force at the time it was built. The most common way to demonstrate legal compliance with the construction codes of a community is through the public records. Copies of past building permits can be researched at the jurisdictional archives. **On discovery that a building does not have a legal existence, corrective actions will be needed to bring the structure into compliance with the regulations of the jurisdiction at the time the building was built** (emphasis added). If there are no previous code criteria to apply, the building official must apply those provisions that are reasonably applicable to existing buildings.

For the reasons discussed above, the Commons Building neither complied with the 2006 IBC when it was built nor complies with the 2021 IBC today. There is no “grandfather” provision applicable for the Commons Building due to its failure to have a legal occupancy.

Section 105.3.1 of the 2021 IBC requires that “If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing”. Likewise, Section 20-0913 of the Land Development Code prohibits the building official from issuing a building permit “unless the plans, specifications and intended use of such building or structures or part thereof conform in all respects to the provisions of the Land Development Code and the **building code**” (emphasis added).

Addendum A



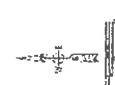
PERKINS + WILL

PARGO CAMPUS EXPANSION

Microsoft

LEGEND

- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING PARKING SPACE
- PROPOSED PARKING SPACE
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING LANDSCAPE
- PROPOSED LANDSCAPE
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT
- PROPOSED LIGHT
- EXISTING TREE
- PROPOSED TREE
- EXISTING GRASS
- PROPOSED GRASS
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING CURB
- PROPOSED CURB
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING BIKEWAY
- PROPOSED BIKEWAY
- EXISTING TRAIL
- PROPOSED TRAIL
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT
- PROPOSED LIGHT
- EXISTING TREE
- PROPOSED TREE
- EXISTING GRASS
- PROPOSED GRASS
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING CURB
- PROPOSED CURB
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING BIKEWAY
- PROPOSED BIKEWAY
- EXISTING TRAIL
- PROPOSED TRAIL



1" = 100'

OVERALL SITE PLAN

C0.1

DATE: 10/1/2010

Exhibit 4

From: [Nancy Morris](#)
To: [Korey Kallstrom](#); [Nicole Crutchfield](#)
Cc: [Patrick Vesey](#); [Shawn Ouradnik](#); [Michael Redlinger](#); [Brenda Derrig](#); [Alissa Farol](#); [Smith, Robert M.](#); [Royce, Charles H.](#)
Subject: RE: Appeal of Administrative Decision - Permit 2504-0528-Add
Date: Friday, November 14, 2025 10:30:11 AM
Attachments: [Letter to City of Fargo demp permit approval both parties.pdf](#)
[Permit \(1\).pdf](#)
[Permit Demo.pdf](#)
[Appeal of Administrative Decision \(November 2025\).pdf](#)
[RE Microsoft Fargo Commons Building Improvements \(Building Permit Nos. Z4P1XT and DHN6k8\) KLG-AMERICAS.FID4327170.msg](#)
[Memo Legal Lots.pdf](#)

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Good morning,

The city of Fargo received your Appeal of an Administrative Decision relating to building permit # 2504-0528-ADD. The building permit identified the parcel owner as Great Plains Software O C Inc. & C/O Ryan LLC (Applicant: HOK) for construction on the Commons Building. While the Horizons Building is mentioned in the permit, the work contemplated on the Horizon Building is the same work as identified on Demolition Permit # 2507-0044-REN. The parties consented to that work being completed. As such, the only work included in the building permit is on the Commons Building owned by the applicant. The building permit application was thoroughly considered by the City and granted. The City has determined that Horizon LLP is not an authorized party to appeal the permit granted. Fargo Municipal Code Ch 20-09. The City is not a party to Horizon's interest in the easement area and will not opine in what appears to be a private property dispute.

Your request for hearing on your appeal on November 25 would not be possible under the required notice requirements of the code. Nevertheless, given that the applicant for the issued building permit was the owner of the property on which the renovations are intended to take place, and Horizon LLP has consented to the work identified in both permits to take place on your client's property, the City asserts that your client's attempt to appeal the issuance of the building permit is not authorized.

I trust this resolves the city of Fargo's involvement in this ongoing property dispute.

Regards,

Nancy J. Morris

Nancy J. Morris

City Attorney- Fargo, ND

SERKLAND LAW FIRM

10 Roberts St. N.

Fargo, ND 58102

Phone: (701) 232-8957

Fax: (701) 237-4049

www.serklandlaw.com

nmorris@serklandlaw.com



From: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>

Sent: Thursday, November 6, 2025 3:07 PM

To: Nicole Crutchfield <ncrutchfield@fargond.gov>

Cc: Patrick Vesey <patrick.vesey@goldmark.com>; Nancy Morris <nmorris@serklandlaw.com>; Shawn Ouradnik <souradnik@fargond.gov>; Michael Redlinger <mredlinger@fargond.gov>; Brenda Derrig <bderrig@fargond.gov>; Alissa Farol <afarol@serklandlaw.com>

Subject: Appeal of Administrative Decision - Permit 2504-0528-Add

Nicole,

Attached is our appeal of the decision to grant Permit 2504-0528-ADD to Microsoft for work conducted on the property located at 4550 42nd Ave S and on the parcel owned by Horizon Holdings LLP. Please confirm receipt and that we will be placed on the agenda for the meeting of the Board of Adjustment on November 25, 2025.

If you have any questions or need any additional information, please let me know.

Regards,
Korey

Korey Kallstrom
General Counsel
Axis Property Management LLC
2000 44th St S, Ste 202, Fargo, ND 58103
Korey.kallstrom@axisproperties.com
Office: 701.478.9660
Cell: 320.493.6822

CAUTION: This email is from an EXTERNAL source! Use caution with links and attachments.

IRS CIRCULAR 230 NOTICE: Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended. **PRIVILEGED AND CONFIDENTIAL:** This message contains confidential information and may be subject to protection by the laws or terms of applicable confidentiality agreements, and is intended only for the message recipient(s). If you are not the intended recipient you are hereby notified that any dissemination, distribution, or copying of this email is strictly prohibited and may be subject to legal restriction or sanction. If you are not the intended recipient indicated in this message (or responsible for delivery of the message to such person), notify sender at Serkland Law Firm immediately and delete this e-mail from your system.

3900 Great Plains Drive South



887200

WARRANTY DEED

THIS INDENTURE, Made this ^{25th} day of November, 1997, between **GREAT PLAINS SOFTWARE, INC.**, a corporation, grantor, whose post office address is 1701 38th Street SW, Fargo, ND 58103 and **IRET PROPERTIES, A NORTH DAKOTA LIMITED PARTNERSHIP**, grantee, whose post office addresses is 12 South Main, Minot, ND 58701.

WITNESSETH, for and in consideration of the sum of one dollar and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the City of Fargo, County of Cass, State of North Dakota, and described as follows, to-wit:

529
A PART OF LOT 1, BLOCK 2 OF THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 IN THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 117.09 FEET ALONG THE EAST LINE OF SAID LOT 1, THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST 346.61 FEET PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, TO THE POINT OF THE BEGINNING;

THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST 335.00 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST 335.50 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 20 SECONDS WEST 523.73 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 44 SECONDS WEST 163.14 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 08 SECONDS WEST 470.14 FEET; THENCE SOUTH 01 DEGREES 54 MINUTES 39 SECONDS EAST 393.73 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 21 SECONDS EAST 715.00 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST, 12.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 388,495 SF MORE OR LESS.

TOGETHER WITH A NORTH ACCESS EASEMENT, COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 IN THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA; THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 117.09 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST, 346.61 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST, 335.00 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST, 292.25 FEET TO THE POINT OF

BEGINNING OF THE FOLLOWING DESCRIBED 26.50 FEET WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

THENCE NORTH 01 DEGREES 54 MINUTES 39 SECONDS WEST 55.26 FEET; THENCE NORTHEASTERLY ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 736.75 FEET AND AN ARC LENGTH OF 261.20 FEET; THENCE NORTH 18 DEGREES 24 MINUTES 08 SECONDS EAST 13.37 FEET; THENCE NORTHEASTERLY ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 613.25 FEET AND AN ARC LENGTH OF 243.76 FEET; THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 119.16 FEET TO THE SOUTH RIGHT OF WAY OF 44TH AVENUE SOUTHWEST AND THERE ENDING. THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID SOUTH RIGHT OF WAY LINE OF 44TH AVENUE SOUTHWEST.

TOGETHER WITH A SOUTH ACCESS EASEMENT, COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 IN THE GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA; THENCE NORTH 04 DEGREES 22 MINUTES 19 SECONDS WEST 117.09 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED 24.00 FEET WIDE STRIP OF LAND; THENCE SOUTH 88 DEGREES 05 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 346.61 FEET AND THERE ENDING.

SUBJECT TO EASEMENTS OF RECORD.

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

WITNESS, The hand of the grantor:

GREAT PLAINS SOFTWARE, INC.

By:

Douglas J. Burgum
President and C.E.O.

State of North Dakota)

) ss

County of Cass)

On this 1 day of November, 1997, before me, a notary public, within and for said county and state, personally appeared DOUGLAS J. BURGUM PRESIDENT AND C.E.O. OF GREAT PLAINS SOFTWARE, INC., known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged that she executed the same.

Sharon A. Hensch

Notary Public
Cass County, North Dakota

My commission expires:

SHARON A. HENSCH
NOTARY PUBLIC - NORTH DAKOTA
My Commission Expires DEC. 15, 1999

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision (h) of subsection 6 of Section 11-18-02.2 of the North Dakota Century Code.

Date:

11/7/97

Signed:

[Signature]
Grantee or Agent

DOCUMENT NO. 887200

RECORDING FEE 13.00 pd.

Filed
Grantor
Grantee
Indexed
Checked

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

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

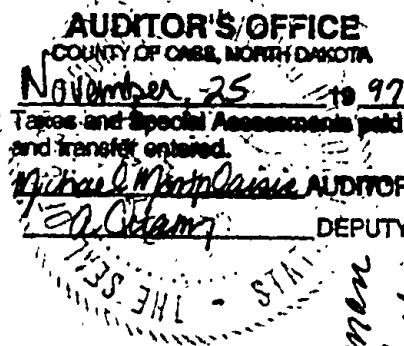
on NOV 25 1997

at 2:11 o'clock P. M and was duly

recorded as Doc. No. 887200

Sharon A. Hensch
REGISTER OF DEEDS

By: Cara Barrington Deput



Att: Doug Herman
Great Plains Software
1701-38th St. SW
Fargo, ND 58103



EASEMENT AGREEMENT

This Easement Agreement is dated as of the 6th day of July, 1999, by and between **Great Plains Software O.C., Inc., a Minnesota corporation** ("Great Plains"), and **IRET Properties, a North Dakota Limited Partnership** ("IRET").

RECITALS

A. Great Plains owns certain real property located in Cass County, North Dakota, and more particularly described on Exhibit A (the "Great Plains Property").

B. IRET owns certain real property located in Cass County, North Dakota, and more particularly described on Exhibit B (the "Benefitted Property").

C. Certain utilities serving the Benefitted Property run over, through, across or under the Great Plains Property, and the parties wish to set forth their entire agreement as to the continued placement and operation of such utilities.

AGREEMENTS

In consideration of the Recitals and the following mutual agreements, the parties agree as follows:

1. Grant of Easement - Sanitary Sewer and Water. Great Plains hereby grants to IRET a non-exclusive, perpetual easement under a portion of the Great Plains Property described on Exhibit C attached hereto (the "Burdened Area - sewer and water") for purposes of constructing, placing, maintaining, repairing and operating underground sanitary sewer and water mains and lines.

2. Grant of Blanket Utility Easement. Great Plains also grants to IRET a non-exclusive, perpetual easement for the construction, placement, maintenance, repair and operation of overhead power lines, underground power lines, underground telephone lines, underground sanitary sewer lines and underground storm sewer lines all as presently located on the Great Plains Property.

3. Amendment for Specific Legal Descriptions. The parties acknowledge that the easements granted under Section 2 above are, and must be, in the form of "blanket" easements, because at the present time no metes-and-bounds legal descriptions are available for the path of such utilities. Either party may at any time hereafter retain a registered land surveyor to locate and create a precise legal description for the path of such utilities. Great Plains and IRET shall share equally the costs of such surveyor. The parties shall, if at any time requested by a party execute and deliver an amendment to this Easement Agreement defining and describing the precise metes-and-bounds legal description for the path of such utilities. Any such legal description shall be a center-line type legal description, creating a 10 foot wide easement, 5 feet either side of such center line description, unless a wider path is necessary to accommodate a particular utility.

4. Easement Relocation. Great Plains reserves the right, at any time in the future, to relocate or reconfigure the path of any easements herein granted, without IRET's consent; provided, however, in exercising any such right, Great Plains shall pay for all costs to physically relocate all equipment, lines or facilities lying within the easement, and the route of the new easement must be of substantially the same quality and utility as the previous route, and otherwise not affect the quality or quantity of service of such utility. An affidavit signed by Great Plains identifying the easement that has been relocated, the path of the former easement, and the path of the new easement shall be deemed conclusive evidence that the Great Plains Property is no longer burdened by the former path and is instead burdened by the new path identified therein.

5. IRET's Exercise of Rights. IRET, in each instance when it exercises its rights hereunder, shall promptly restore any surface or soils affected to substantially the same condition as existed prior to the time of exercising such rights. Further, IRET shall in all instances exercise such rights in a manner so as to cause the least interference with any other business activity carried on within the Great Plains Property as is practicable under the circumstances. IRET shall at all times be responsible for the costs of maintaining and repairing any equipment, lines, facilities or any other component of the utilities servicing its property and lying within the Great Plains Property.

6. Indemnity. IRET shall indemnify, defend and hold Great Plains harmless from and against any claim, suit, loss, cost or expense (including reasonable attorney's fees) involving injury or death to person or damage to property arising out of or in any way related to its use of the easements herein granted or the use by its employees, agents, contractors, guests or invitees.

7. Entire Agreement/Amendments. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and, except as expressly provided above, this Agreement may be amended only by written instrument signed by the parties.

8. Successors and Assigns. The rights and obligations herein provided shall inure to and be binding upon the parties, their successors and assigns and shall run with and be binding upon the Great Plains Parcel and the Benefitted Parcel.

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one original document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

GREAT PLAINS SOFTWARE O.C., INC.

By: Eric J. Zimmerman
Its: Chief Financial Officer and
Executive Vice President



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Page: 2 of 7

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TITLE CO

AGRES 25.00

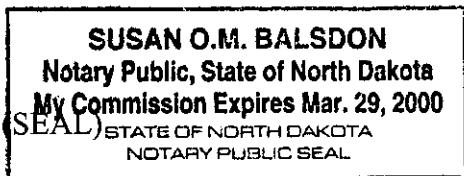
IRET PROPERTIES, A NORTH DAKOTA
LIMITED PARTNERSHIP

BY: IRET, Inc., General Partner

By: _____
Its: _____

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this 2nd day of July, 1999, by Terri F. Zimmerman, the Chief Financial Officer and Executive Vice President of Great Plains Software O.C., Inc., a Minnesota corporation, on behalf of the corporation.



Susan O.M. BalSDon

Notary Public

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of July, 1999, by _____, the _____ of IRET, Inc., a North Dakota corporation, general partner of IRET Properties, a North Dakota Limited Partnership, on behalf of the corporation and the partnership.

Notary Public

(SEAL)



IRET PROPERTIES, A NORTH DAKOTA
LIMITED PARTNERSHIP

BY: IRET, Inc., General Partner

By: Roger R. Oakell
Its: President

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of July, 1999, by Terri F. Zimmerman, the Chief Financial Officer and Executive Vice President of Great Plains Software O.C., Inc., a Minnesota corporation, on behalf of the corporation.

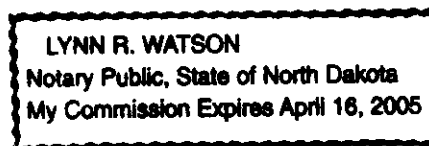
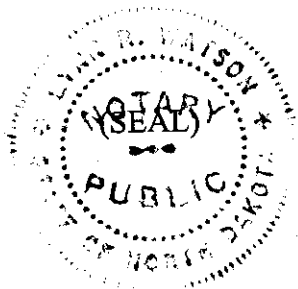
Notary Public

(SEAL)

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 2nd day of July, 1999, by Roger R. Oakell, the President of IRET, Inc., a North Dakota corporation, general partner of IRET Properties, a North Dakota Limited Partnership, on behalf of the corporation and the partnership.

Lynn R. Watson
Notary Public



f:\us\dab\great plains software\easement agreement-2

07/01/99



941651

Page: 4 of 7

09/21/1999 10:25A

EXHIBIT A

Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, except the part thereof described as follows:

Commencing at the Southeast Corner of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1, thence South 88 degrees 05 minutes 21 seconds West 346.61 feet parallel with the South line of said Lot 1, to the point of beginning; thence North 01 degrees 54 minutes 39 seconds West 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 335.50 feet; thence North 12 degrees 15 minutes 20 seconds West 523.73 feet; thence South 82 degrees 54 minutes 44 seconds West 163.14 feet; thence South 13 degrees 15 minutes 08 seconds West 470.14 feet; thence South 01 degrees 54 minutes 39 seconds East 393.73 feet; thence North 88 degrees 05 minutes 21 seconds East 715.00 feet; thence North 01 degrees 54 minutes 39 seconds West 12.01 feet to the point of beginning.



941651

Page: 5 of 7

09/21/1999 10:25A

TITLE CO

AGRES 25.00

EXHIBIT B

A part of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, described as follows:

Commencing at the Southeast Corner of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, Cass County, North Dakota; thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1; thence South 88 degrees 05 minutes 21 seconds West 346.61 feet parallel with the South line of said Lot 1, to the point of beginning; thence North 01 degrees 54 minutes 39 seconds West 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 335.50 feet; thence North 12 degrees 15 minutes 20 seconds West 523.73 feet; thence South 82 degrees 54 minutes 44 seconds West 163.14 feet; thence South 13 degrees 15 minutes 08 seconds West 470.14 feet; thence South 01 degrees 54 minutes 39 seconds East 393.73 feet; thence North 88 degrees 05 minutes 21 seconds East 715.00 feet; thence North 01 degrees 54 minutes 39 seconds West 12.01 feet to the point of beginning.



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Page: 6 of 7

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TITLE CO

AGRES 25.00



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Page: 7 of 7

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TITLE CO

AGRES 25.00

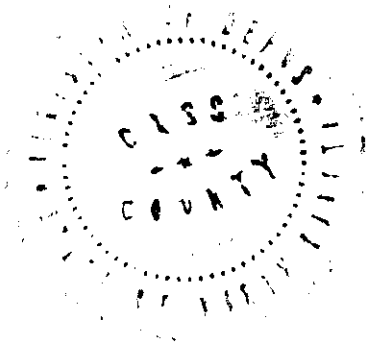
EXHIBIT C

A part of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, described as follows:

commencing at the Southeast Corner of Lot 1, Block 2, in Great Plains Software Addition to the City of Fargo, Cass County, North Dakota; thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1; thence South 88 degrees 05 minutes 21 seconds West 346.61 feet; thence North 01 degrees 54 minutes 39 seconds West, 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 292.25 feet to the point of beginning of the following described 32.50 feet wide strip of land, the centerline of which is described as follows: thence North 01 degrees 54 minutes 39 seconds West 55.26 feet; thence Northeasterly on a circular curve, concave to the Southeast with a radius of 736.75 feet and an arc length of 261.20 feet; thence North 18 degrees 24 minutes 08 seconds East 13.37 feet; thence northeasterly on a circular curve concave to the Northwest with a radius of 613.25 feet and an arc length of 243.76 feet; thence North 04 degrees 22 minutes 19 seconds West 119.16 feet to the South Right of Way of 44th Avenue Southwest and there ending. The side lines of said strip to be shortened or lengthened to terminate at said South Right of Way line of 44th Avenue Southwest.

REGISTER OF DEEDS OFFICE, CASS COUNTY, ND 09/21/1999 10:25AM
I certify that this instrument was filed for record this date.
Deanna Kenserud, Register of Deeds

by Carol Harrington, Deputy 941651



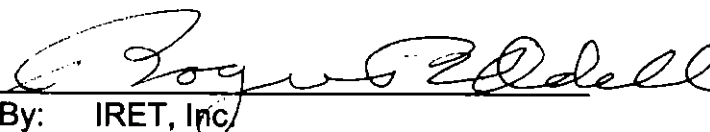


NOTICE PURSUANT TO
NORTH DAKOTA CENTURY CODE § 35-27.07

IRET Properties, a North Dakota Limited Partnership as the owner of the real property legally described as shown on the attached Exhibit A (hereinafter, the "Property")

HEREBY provides notice that the improvements and/or repairs being made upon the Property are not being made at IRET's instance and IRET Properties is not responsible for paying for said improvements and/or repairs.


IRET PROPERTIES, A NORTH DAKOTA
LIMITED PARTNERSHIP



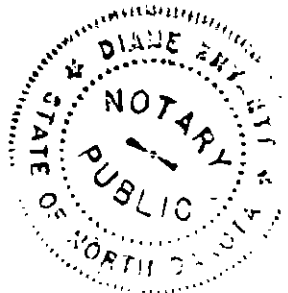
By: IRET, Inc.
Its: General Partner
By: Roger R. Odell, President

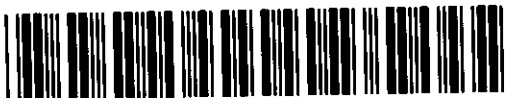
STATE OF NORTH DAKOTA)
)ss.
COUNTY OF WARD)

On this 15th day of September, 1999, before me, a Notary Public in and for said county and state, personally appeared Roger R. Odell, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.


_____, Notary Public
For the State of North Dakota
My Commission Expires: _____

DIANE BRYANT
Notary Public, Ward County, N. Dak.
My Commission Expires 3-21-2001





941650

Page: 2 of 2

09/21/1999 10:25A

TITLE CO

NOTIC 10.00

EXHIBIT A

Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, except the part thereof described as follows:

Commencing at the Southeast Corner of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1, thence South 88 degrees 05 minutes 21 seconds West 346.61 feet parallel with the South line of said Lot 1, to the point of beginning; thence North 01 degrees 54 minutes 39 seconds West 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 335.50 feet; thence North 12 degrees 15 minutes 20 seconds West 523.73 feet; thence South 82 degrees 54 minutes 44 seconds West 163.14 feet; thence South 13 degrees 15 minutes 08 seconds West 470.14 feet; thence South 01 degrees 54 minutes 39 seconds East 393.73 feet; thence North 88 degrees 05 minutes 21 seconds East 715.00 feet; thence North 01 degrees 54 minutes 39 seconds West 12.01 feet to the point of beginning.

REGISTER OF DEEDS OFFICE, CASS COUNTY, ND 09/21/1999 10:25AM

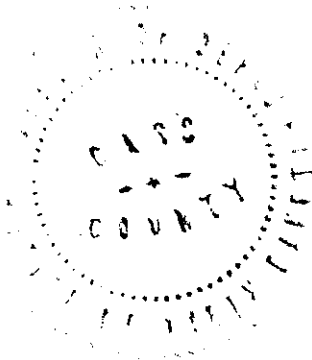
I certify that this instrument was filed for record this date.

Deanna Kenserud, Register of Deeds

by

Carol Harrington, Deputy

941650





City of Fargo
Inspections Department
 225 4th Street N, Fargo, ND 58102
 701.241.1561
www.FargoND.gov

Addition Permit

Permit Type:	Addition	Permit Number:	2504-0528-ADD
Address:	4550 42 St S [Microsoft Remodel]	Establishment:	Microsoft Horizons Building
Parcel Number:	01-5800-02503-000	Date Issued:	10/17/2025
Construction Value:	\$3,000,000.00	Total Area (ft²):	53,178.00
Special Flood Hazard:	Yes	Flood Protection Elevation:	
Occupancy Group:	B Business	Type of Construction:	IIB

Description of Work:

• CONSTRUCTION OF A NEW BRICK VENEER EXTERIOR ENCLOSURE WHERE COMMONS/HORIZON CONNECTING CORRIDOR HAS BEEN REMOVED

- This work will be at the 4550 42 St S, (Commons Building) Building. CONSTRUCTION OF A NEW 1,883 SF ONE-STORY COMMONS BUILDING ADDITION FOR LOADING, SHIPPING/RECEIVING, TRASH/RECYCLING AND ELECTRICAL ROOM TO ACCOMMODATE SEPARATION OF SERVICES
- REDUCTION OF EXISTING COMMONS BUILDING BREAKROOM AND SERVERY SPACE TO ACCOMMODATE NEW STORAGE AND OFFICE SPACE
- REMOVAL OF EXISTING COMMONS BUILDING COMPANY STORE TO ACCOMMODATE NEW STORAGE AND OFFICE SPACE
- RECONFIGURATION OF EXISTING VISION BUILDING PRINT/COPY SPACES TO ACCOMMODATE NEW STORAGE ROOMS

Applicant	HOK
Web Administrator	HOK
Lead Staff Assigned	Bill Yates
Parcel Owner	Great Plains Software O C Inc & C/O Ryan LLC
General Contractor:	Gehrtz Construction Services

Total Permit Fees: 14157.3700

Conditions:

1. For stormwater purposes, the additional pavement will be noted as about 0.2 acres and will be added to stormwater calculations when the next project is in process.

It is the responsibility of the permit holder to verify the existence of any covenants or easements on this property. Special Flood Hazard Permits shall be constructed in accordance to the Flood Proofing Code of the City of Fargo. Issuance of this permit shall not imply approval for any future work not identified on this permit or permit

application. All work to comply with all applicable requirements of the City of Fargo including the 2021 Fargo Building Code.

Approved By: Doug Desotel

***Note: This permit becomes void if construction is not begun, is suspended or abandoned within 180 days at any time after work is commenced.

Building Permit Acknowledgments

1. I understand and certify that issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

2. Through application for and acceptance of this building permit the permit applicant/holder/owner understands and agrees that the City will conduct periodic observations of construction, but that such observation or review of plans and/or construction does not constitute either explicit or implied certification that the plans and/or construction comply with City Codes or any other applicable requirements. The permit applicant/holder/owner at all times remains responsible for ensuring that the construction, plans, and specifications comply with all requirements of all City Codes and other applicable requirements. The City will not provide continuous on-site observation of construction, and disclaims any responsibility for defects in materials or workmanship.

3. The City encourages and recommends the permit applicant/holder/owner hire a private, on-site inspector or other professional as the applicant/holder/owner deems necessary in order to ensure that all aspects of the plans and/or construction comply with applicable codes and all other requirements.

AS PERMIT APPLICANT, I ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF THE ABOVE STATEMENTS AND CONDITIONS

APPLICANT
SIGNATURE:

DATE:

Required Commercial Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

A separate plan review may be required.

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Concrete slab inspection - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when structural components are complete and prior to concealing with insulation or finishes. NOTE: This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.

Energy/Insulation inspection - See table on the back of this form for requirements.

Shear wall - For wood frame, 3 story buildings - Call when shear walls are complete, including required sheathing.

Lath and/or gypsum wallboard inspection - Call when gypsum/wallboard is installed but prior to the application of joint and fastener treatments.

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 241-1564

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 241-1565

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection – Call when all fixtures are installed and the project is complete.

ZONING INSPECTIONS: 241-1561

A separate Land Development Code review may be required.

Site Inspection – Call when all required landscaping has been completed.

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE 402.1.3
BUILDING ENVELOPE REQUIREMENTS – OPAQUE ASSEMBLIES
Climate Zone 6A for Cass County, North Dakota

	All Other	Group R
Roofs		
Insulation entirely above deck	R-35ci	R-30ci
Metal Buildings (with R-5 thermal blocks ^{a, b})	R-30 + R-11 LS	R-30 + R-11 LS
Attic and other	R-49	R-49
Walls, Above Grade		
Mass	R-15.2ci	R-15.2ci
Metal Building ^b	R-13 + R-13ci	R-13 + R-14ci
Metal Framed	R-13 + R-7.5ci	R-13 + R-12.5ci
Wood framed and other	R13 + R7.5ci or R-20+R-3.8ci	R13 + R7.5ci or R-20 + R-3.8ci
Walls, Below Grade		
Below grade wall ^d	R-10ci	R-15ci
Floors		
Mass	R-15ci	R-16.7ci
Joist/Framing (steel/wood)	R30 f	R-38
Slab-on-Grade Floors		
Unheated slabs	R-15 for 24 in. below	R-20 for 24 in. below
Heated slabs	R-20 for 24 in. below	R-20 for 48 in. below

For SI: 1 inch=25.4 mm. ci = continuous insulation. NR = No Requirement, LS = Liner system

- a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A
- b. When using *R*-value compliance method, a thermal spacer block is required, otherwise use the *U*-factor compliance method. [see Tables 502.1.2 and 5402.2(2)]
- c. R-5.7 ci is allowed to be substituted with concrete block walls complying with ASTM C 90, ungrouted or partially grouted at 32 inches or less on center vertically and 48 inches or less on center horizontally, with ungrouted cores filled with material having a maximum thermal conductivity of 0.44 Btu-in./hr · ft² · °F
- d. When heated slabs are placed below grade, below-grade walls must meet the exterior insulation requirements for perimeter insulation according to the heated slab-on-grade construction
- e. “mass floors” shall include floors weighing not less than:
 - 1. 35 pounds per square foot of the floor surface area; or
 - 2. 25 pounds per square foot of floor surface area where the material weight is not more than 120 pounds per cubic foot.

Required Residential Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Waterproofing – Must be called in prior to backfill

Drain Tile – Must be called in prior to backfill, may be done at the same time as the waterproofing inspection.

Floodproofing Inspections –

- **Basement Floor** - Call when forms, vapor barrier, and reinforcing are in place but prior to the placement of any concrete.
- **Floor bracing inspection** – Call when floor truss/joist bracing has been installed but before the wall sheathing around the rim is in place.
- **Concrete slab inspection** - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when framing components are complete and prior to concealing with insulation or finishes.

NOTE: *This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.*

Portal/wall bracing inspection – When any required blocking and fasteners are installed but *before* house wrap is in place.

Insulation inspection - See table on the back of this form for requirements (Climate Zone 7 and 8).

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 476-6702

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 476-6626

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection - Call when all fixtures are installed and the project is complete

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE N1102.1

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION <i>U</i> -FACTOR	SKYLIGHT ^b <i>U</i> -FACTOR	GLAZED FENESTRATION SHGC	CEILING <i>R</i> -VALUE	WOOD FRAME WALL <i>R</i> -VALUE	MASS WALL <i>R</i> -VALUE ^k	FLOOR <i>R</i> -VALUE	BASEMENT ^c WALL <i>R</i> -VALUE	SLAB ^d <i>R</i> -VALUE AND DEPTH	CRAWL SPACE ^c WALL <i>R</i> -VALUE
1	1.2	0.75	0.35 ⁱ	30	13	3/4	13	0	0	0
2	0.65 ⁱ	0.75	0.35 ⁱ	30	13	4/6	13	0	0	0
3	0.50 ⁱ	0.65	0.35 ^{e, j}	30	13	5/8	19	5/13 ^f	0	5ci or 13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10ci, 2 ft.	10ci or 13
5 and Marine 4	0.35	0.60	NR	38	20 or 13 + 5 ^h	13/17	30 ^f	10/13	10ci, 2 ft.	15ci or 19
6	0.32	0.60	NR	49	21 or 13 + 5ci ^h	15/19	30 ^g	10ci or 15	10ci, 4 ft.	10ci or 13
7 and 8	0.30	0.55	NR	60	20+5 c.i.	19/21	38	15ci or 19	10ci, 4 ft.	15ci or 19

a. *R*-values are minimums. *U*-factors and solar heat gain coefficient (SHGC) are maximums. R-19 batts compressed in to nominal 2"x6" framing cavity such that the *R*-value is reduced by R-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. The first *R*-value applies to continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.

d. R-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less, in zones 1 through 3 for heated slabs.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in warm-humid locations as defined by Figure N1101.2 and Table N1101.2.

g. Or insulation sufficient to fill the framing cavity, R-19 minimum.

h. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.

i. For impact-rated fenestration complying with Section R301.2.1.2, the maximum *U*-factor shall be 0.75 in zone 2 and 0.65 in zone 3.

j. For impact-resistant fenestration complying with Section R301.2.1.2 of the *International Residential Code*, the maximum SHGC shall be 0.40.

k. The second *R*-value applies when more than half the insulation is on the interior.



INSPECTIONS DIVISION INSPECTION SIGN-OFF CARD

ADDRESS 4550 42 St S [Microsoft Remodel]

PERMIT 2504-0528-ADD

****NO WORK ON ANY FLOOR MAY BE COVERED UNTIL ALL SIGNATURES FOR THAT FLOOR APPEAR ON THIS CARD.**

****THIS CARD MUST BE POSTED IN THE ELECTRIC PANEL ROOM OF THE LOWEST FLOOR OF EACH BUILDING.**

	Lower Level	1 st Floor	2 nd Floor	3 rd Floor	Final
Plumbing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Electrical	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Mechanical (HVAC)	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed

ABOVE MUST BE SIGNED PRIOR TO FRAMING INSPECTION FOR EACH FLOOR

Framing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Energy	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed



City of Fargo
Inspections Department
225 4th Street N, Fargo, ND 58102
701.241.1561
www.FargoND.gov

Parking Lot Permit

Permit Type:	Parking Lot	Permit Number:	2504-0653-PRKG
Address:	4550 42 St S	Establishment:	
Parcel Number:	01-5800-02503-000	Date Issued:	10/16/2025
Construction Value:	\$400,000.00	Total Area (ft²):	0.00
Special Flood Hazard:	Yes	Flood Protection Elevation:	
Occupancy Group:		Type of Construction:	

Description of Work:

This work will be at the 4550 42 St S Building. Construct concrete parking lot. • CONSTRUCTION OF A NEW DRIVE AISLE, SCREEN WALL AND PARKING LOT RECONFIGURATION. The parking lot must comply with all provisions as stated in the Land Development approval. Provide accessible parking spaces along with required signage. All work to comply with all applicable requirements of the City of Fargo including the 2024 Fargo Building Code.

Applicant	HOK
Lead Staff Assigned	Bill Yates
General Contractor:	Gehrtz Construction Services

Total Permit Fees: 2308.3700

Conditions:

1. For stormwater purposes, the additional pavement will be noted as about 0.2 acres and will be added to stormwater calculations when the next project is in process.

It is the responsibility of the permit holder to verify the existence of any covenants or easements on this property. Special Flood Hazard Permits shall be constructed in accordance to the Flood Proofing Code of the City of Fargo. Issuance of this permit shall not imply approval for any future work not identified on this permit or permit application. All work to comply with all applicable requirements of the City of Fargo including the 2021 Fargo Building Code.

Approved By: Christine Rose

***Note: This permit becomes void if construction is not begun, is suspended or abandoned within 180 days at any time after work is commenced.

Building Permit Acknowledgments

1. I understand and certify that issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

2. Through application for and acceptance of this building permit the permit applicant/holder/owner understands and agrees that the City will conduct periodic observations of construction, but that such observation or review of plans and/or construction does not constitute either explicit or implied certification that the plans and/or construction comply with City Codes or any other applicable requirements. The permit applicant/holder/owner at all times remains responsible for ensuring that the construction, plans, and specifications comply with all requirements of all City Codes and other applicable requirements. The City will not provide continuous on-site observation of construction, and disclaims any responsibility for defects in materials or workmanship.

3. The City encourages and recommends the permit applicant/holder/owner hire a private, on-site inspector or other professional as the applicant/holder/owner deems necessary in order to ensure that all aspects of the plans and/or construction comply with applicable codes and all other requirements.

AS PERMIT APPLICANT, I ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF THE ABOVE STATEMENTS AND CONDITIONS

APPLICANT
SIGNATURE:

DATE:

Required Commercial Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

A separate plan review may be required.

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Concrete slab inspection - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when structural components are complete and prior to concealing with insulation or finishes. NOTE: This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.

Energy/Insulation inspection - See table on the back of this form for requirements.

Shear wall - For wood frame, 3 story buildings - Call when shear walls are complete, including required sheathing.

Lath and/or gypsum wallboard inspection - Call when gypsum/wallboard is installed but prior to the application of joint and fastener treatments.

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 241-1564

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 241-1565

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection – Call when all fixtures are installed and the project is complete.

ZONING INSPECTIONS: 241-1561

A separate Land Development Code review may be required.

Site Inspection – Call when all required landscaping has been completed.

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE 402.1.3
BUILDING ENVELOPE REQUIREMENTS – OPAQUE ASSEMBLIES
Climate Zone 6A for Cass County, North Dakota

	All Other	Group R
Roofs		
Insulation entirely above deck	R-35ci	R-30ci
Metal Buildings (with R-5 thermal blocks ^{a, b})	R-30 + R-11 LS	R-30 + R-11 LS
Attic and other	R-49	R-49
Walls, Above Grade		
Mass	R-15.2ci	R-15.2ci
Metal Building ^b	R-13 + R-13ci	R-13 + R-14ci
Metal Framed	R-13 + R-7.5ci	R-13 + R-12.5ci
Wood framed and other	R13 + R7.5ci or R-20+R-3.8ci	R13 + R7.5ci or R-20 + R-3.8ci
Walls, Below Grade		
Below grade wall ^d	R-10ci	R-15ci
Floors		
Mass	R-15ci	R-16.7ci
Joist/Framing (steel/wood)	R30 f	R-38
Slab-on-Grade Floors		
Unheated slabs	R-15 for 24 in. below	R-20 for 24 in. below
Heated slabs	R-20 for 24 in. below	R-20 for 48 in. below

For SI: 1 inch=25.4 mm. ci = continuous insulation. NR = No Requirement, LS = Liner system

- a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A
- b. When using *R*-value compliance method, a thermal spacer block is required, otherwise use the *U*-factor compliance method. [see Tables 502.1.2 and 5402.2(2)]
- c. R-5.7 ci is allowed to be substituted with concrete block walls complying with ASTM C 90, ungrouted or partially grouted at 32 inches or less on center vertically and 48 inches or less on center horizontally, with ungrouted cores filled with material having a maximum thermal conductivity of 0.44 Btu-in./hr · ft² · °F
- d. When heated slabs are placed below grade, below-grade walls must meet the exterior insulation requirements for perimeter insulation according to the heated slab-on-grade construction
- e. “mass floors” shall include floors weighing not less than:
 - 1. 35 pounds per square foot of the floor surface area; or
 - 2. 25 pounds per square foot of floor surface area where the material weight is not more than 120 pounds per cubic foot.

Required Residential Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Waterproofing – Must be called in prior to backfill

Drain Tile – Must be called in prior to backfill, may be done at the same time as the waterproofing inspection.

Floodproofing Inspections –

- **Basement Floor** - Call when forms, vapor barrier, and reinforcing are in place but prior to the placement of any concrete.
- **Floor bracing inspection** – Call when floor truss/joist bracing has been installed but before the wall sheathing around the rim is in place.
- **Concrete slab inspection** - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when framing components are complete and prior to concealing with insulation or finishes.

NOTE: *This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.*

Portal/wall bracing inspection – When any required blocking and fasteners are installed but *before* house wrap is in place.

Insulation inspection - See table on the back of this form for requirements (Climate Zone 7 and 8).

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 476-6702

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 476-6626

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection - Call when all fixtures are installed and the project is complete

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE N1102.1

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION <i>U</i> -FACTOR	SKYLIGHT ^b <i>U</i> -FACTOR	GLAZED FENESTRATION SHGC	CEILING <i>R</i> -VALUE	WOOD FRAME WALL <i>R</i> -VALUE	MASS WALL <i>R</i> -VALUE ^k	FLOOR <i>R</i> -VALUE	BASEMENT ^c WALL <i>R</i> -VALUE	SLAB ^d <i>R</i> -VALUE AND DEPTH	CRAWL SPACE ^c WALL <i>R</i> -VALUE
1	1.2	0.75	0.35 ⁱ	30	13	3/4	13	0	0	0
2	0.65 ⁱ	0.75	0.35 ⁱ	30	13	4/6	13	0	0	0
3	0.50 ⁱ	0.65	0.35 ^{e, j}	30	13	5/8	19	5/13 ^f	0	5ci or 13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10ci, 2 ft.	10ci or 13
5 and Marine 4	0.35	0.60	NR	38	20 or 13 + 5 ^h	13/17	30 ^f	10/13	10ci, 2 ft.	15ci or 19
6	0.32	0.60	NR	49	21 or 13 + 5ci ^h	15/19	30 ^g	10ci or 15	10ci, 4 ft.	10ci or 13
7 and 8	0.30	0.55	NR	60	20+5 c.i.	19/21	38	15ci or 19	10ci, 4 ft.	15ci or 19

a. *R*-values are minimums. *U*-factors and solar heat gain coefficient (SHGC) are maximums. R-19 batts compressed in to nominal 2"x6" framing cavity such that the *R*-value is reduced by R-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. The first *R*-value applies to continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.

d. R-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less, in zones 1 through 3 for heated slabs.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in warm-humid locations as defined by Figure N1101.2 and Table N1101.2.

g. Or insulation sufficient to fill the framing cavity, R-19 minimum.

h. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.

i. For impact-rated fenestration complying with Section R301.2.1.2, the maximum *U*-factor shall be 0.75 in zone 2 and 0.65 in zone 3.

j. For impact-resistant fenestration complying with Section R301.2.1.2 of the *International Residential Code*, the maximum SHGC shall be 0.40.

k. The second *R*-value applies when more than half the insulation is on the interior.



INSPECTIONS DIVISION

INSPECTION SIGN-OFF CARD

ADDRESS 4550 42 St S PERMIT 2504-0653-PRKG

****NO WORK ON ANY FLOOR MAY BE COVERED UNTIL ALL SIGNATURES FOR THAT FLOOR APPEAR ON THIS CARD.**

****THIS CARD MUST BE POSTED IN THE ELECTRIC PANEL ROOM OF THE LOWEST FLOOR OF EACH BUILDING.**

	Lower Level	1 st Floor	2 nd Floor	3 rd Floor	Final
Plumbing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Electrical	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Mechanical (HVAC)	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed

ABOVE MUST BE SIGNED PRIOR TO FRAMING INSPECTION FOR EACH FLOOR

Framing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Energy	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed

From: [Smith, Robert M.](#)
To: [Nicole Crutchfield](#)
Cc: [Nancy Morris](#); [Shawn Ouradnik](#); [Alissa Farol](#); [Royce, Charles H.](#); [Ryan Fleury](#); [Camilla Titterington \(CELA\)](#); [John Hudson \(REF\)](#); [Stacy Grubbs](#); [Michael Shelton \(GWS\)](#); [Planning E-mails](#)
Subject: RE: Appeal of Microsoft Building Permits Z4P1XT and DHN6K8
Date: Tuesday, December 9, 2025 5:33:00 PM
Attachments: [Response to Administrative Appeal\(1604260210.6\).pdf](#)

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Please see the attached response submitted on behalf of Microsoft Corporation concerning Horizon Holding's appeal of Microsoft's building permits. Please let us know if you have any questions. Microsoft will be present at the upcoming hearing on December 16. Thank you for your consideration.



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December 9, 2025

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City of Fargo
Board of Zoning Adjustment
225 4th Street North
Fargo, ND 58102

Re: Appeal of Microsoft Building Permits Z4P1XT and DHN6K8

Dear Chair Love and Boardmembers:

This letter is written on behalf of Microsoft Corporation (“Microsoft”) responding to the above-referenced appeal filed by Horizon Holdings, LLP (“Horizon”). As further discussed below, Horizon’s appeal is procedurally improper and substantively meritless. Horizon’s appeal is also untimely. City Planning staff correctly determined that Horizon lacks standing to appeal Microsoft’s building permits. Horizon’s claims pertain to an ongoing real estate negotiation between the parties that does not implicate City zoning considerations; the City properly concluded that it is not a party to the real estate dispute and should not opine on such matters. Therefore, the Board should deny Horizon’s appeal.

A. Background

Microsoft owns and occupies the majority of the property previously developed by Great Plains Software, generally located between 42nd Street and Interstate 29 and south of Great Plains Drive in the City of Fargo. Horizon owns one of lots on the property, on which is situated the Horizon Building (3900 Great Plains South). Microsoft owns the building immediately to the west of the Horizon Building, known as the Commons Building (4550 42nd Street South). In 1997, Great Plains Software, Inc. (subsequently purchased by Microsoft) entered into a lease with Iret Properties (Horizon’s predecessor-in-interest) to lease a portion of the Horizon Building and constructed both the Commons Building and a connector that connected the Horizon Building to the Commons Building. These improvements were memorialized in a First Amendment to Lease between Iret Properties and Microsoft, dated March 1, 2012 (the “Lease Amendment”). The Commons Building and Commons Connection are shown on Exhibit 1 of the Lease Amendment. See Exhibit 1. Iret Properties and Microsoft subsequently executed an Easement Agreement, which provided Microsoft with a perpetual easement for the existing Commons Building (the

“Commons Building Easement”) and a temporary easement for the Commons Connection, which would terminate upon Microsoft’s vacancy of the Horizon Building (the “Commons Connection Easement”). See Exhibit 2, § 1. There is an ongoing dispute between the parties concerning the amount of area occupied by the Commons Building Easement as compared to the Commons Connection Easement.

Microsoft first notified Horizon of its intention to terminate its lease and vacate the Horizon building on February 25, 2025. That triggered certain requirements under the Lease Amendment, whereby Microsoft was required to remove the Commons Connection and restore the Horizon Building to substantially the same condition that existed prior to the construction of the Connection. See Exhibit 2, § 9. Horizon raised no objections, confirming on April 4, 2025 that “generally that outline provided regarding the scope of work is consistent with the terms of lease.” See Exhibit 3. On August 27, 2025, based upon objections from Horizon, the City issued a stop work order requiring Microsoft to stop work pursuant to previously issued demolition permits. On that same day, Microsoft sent all plans submitted to the City for review by Horizon and did a walkthrough of the site with Horizon representatives. They acknowledged receipt of the plans and said they would review. In September 2025, Horizon requested that Microsoft “buy their building to make the problems go away.” Microsoft declined this offer. On September 19, 2025, Horizon confirmed that they did not have any objection to the work covered in the demolition permits previously issued by the City for work to be performed on Horizon’s property (Permit No. 2507-0044-REN). See Exhibit 4. The City requested a joint letter be executed by the parties as confirmation. That letter was provided to the City on September 30, 2025. As noted therein, “The parties have discussed the work described in the permit and all parties consent to the work described therein. We respectfully request that the City immediately rescind the stop work order so that Microsoft can proceed with completing the work for the benefit of both parties.” See Exhibit 5. The City confirmed that Microsoft could proceed with its work on October 2, 2025. Microsoft has been diligently working pursuant to that confirmation since that time to meet its lease obligations and restore the Horizon Building and other areas on the Horizon property prior to expiration of its lease on December 31, 2025.

On October 17, 2025, the City Inspections Department issued the above-referenced building permits for work to be performed on the Commons Building (the “Permits”). The only work to be performed on Horizon’s property associated with the Permits is the “removal of existing Commons building store to accommodate new storage and office space.” See Exhibit 6. The Permits do not authorize any exterior work on the Commons Building, any expansion or enlargement of the Commons Building or any other improvements onto property owned by Horizon. On October 20, 2025, Horizon raised concerns regarding potential encroachments upon its property. Microsoft has since commissioned a survey of the areas in question and is currently in negotiations with Horizon as to how to address the alleged encroachments. Microsoft denies that any portion of the Commons Building is an unauthorized encroachment. On October 27, 2025, Horizon objected to issuance of the Permits to City staff. City staff declined to reconsider issuance of the permits on November 6, 2025, at which time Horizon filed its appeal to the Board challenging issuance of the above-referenced building permits.

B. Horizon's Appeal Must be Rejected as Untimely

As further discussed below, Microsoft agrees with City staff that Horizon has no standing to appeal the Permits. But even if it did, its appeal must be dismissed as untimely. Appeals must be filed within 10 days of the decision. City of Fargo Municipal Code ("FMC") § 20-0903.B. The City issued the Permits on October 17, 2025. There is no procedural right under the City Municipal Code for reconsideration of said permits. Any appeal to the Permits was required to be filed no later than October 27, 2025. Horizon did not file its appeal to the Board until November 6, 2025, significantly past the deadline. Horizon does not have a legal right to challenge if its appeal is not procedurally valid under the Municipal Code. *Midland Produce Co. v. City of Minot*, 294 N.W. 192, 195 (N.D. 1940). While prejudice is not required to deny the appeal on these grounds, such prejudice is evident here. Microsoft has expended significant resources and funds to improve the Commons Building since the Permits were issued. Construction has commenced and is ongoing. It would represent significant prejudice to Microsoft to even consider Horizon's appeal, thereby creating uncertainty concerning the approved work and potentially delaying Microsoft's completion of the Commons Building improvements, which are necessary so that Microsoft can continue operations without interruption once it vacates the Horizon Building.

C. City Staff Correctly Determined that Horizon Lacked Standing to Appeal Microsoft's Building Permits

The Board shall grant to the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant. FMC § 20-0916.G. An appeal shall be sustained only if the Board finds that the administrative official erred. Horizon does not meet its burden.

On November 6, 2025, City staff reconfirmed that the Permits were validly issued. On November 14, 2025, City Attorney Nancy Morris further explained:

While the Horizons Building is mentioned in the permit, the work contemplated on the Horizon Building is the same work as identified on Demolition Permit # 2507-0044-REN. The parties consented to that work being completed. As such, the only work included in the building permit is on the Commons Building owned by the applicant. The building permit application was thoroughly considered by the City and granted. The City has determined that Horizon LLP is not an authorized party to appeal the permit granted. Fargo Municipal Code Ch 20-09. The City is not a party to Horizon's interest in the easement area and will not opine in what appears to be a private property dispute.

The City's determination regarding Horizon's standing to appeal is correct. An appellant "must have some legal interest that may be enlarged or diminished by the decision to be appealed from. In other words, such party must be injuriously affected by the decision . . . We said a person is factually aggrieved if the decision enlarges or diminishes that person's interest." *Dakota Resource Council v. Stark County Bd. of County Comm's*, 817 N.W.2d 373, 376 (N.D. 2012). "A party lacks standing if he has only "a nominal, formal, or technical interest in the action . . . A party

must be injured in some manner.” *Washburn School Dist. No. 4. of McLean County v. State Bd. of Public School Ed.*, 338 N.W.2d 664, 667 (N.D. 1983)(“the State Board's decision to deny the proposed annexation simply maintained the status quo; that is, Washburn neither gained nor lost anything”). “The party's interest must be immediately, directly, and adversely affected, and an effect that is contingent or indirect, or that results merely in some possible, remote consequence, is insufficient.” *Treiber v. Citizens State Bank*, 598 N.W.2d 96, 98 (1999). An appellant must establish that they are aggrieved in fact to establish standing. *Washburn*, 338 N.W.2d at 667.

Horizon does not establish that it has been injured in any manner based upon the City's issuance of the Permits. Horizon generally argues that “the Building Permits have been issued in violation of the Fargo Land Development Code and the International Building Code.” See Horizon Appeal, 11/6/25. The City's Municipal Code does not provide a third-party right to appeal based upon code violations; any potential appellant must establish that they are an aggrieved party and that he or she is injured in fact by the City's decision.

Horizon raises three arguments as to how it is aggrieved: (1) the Permits violate setback requirements; (2) the Fire Separation Distance for the existing Commons Building; and (3) additional fire risk to the Horizon property. None of these justifications establish standing, much less establish that the City's decision was unreasonable or arbitrary.

1. The Permits Do Not Violate Setback Requirements and Any Such Claim is Time-Barred

The Permits do not authorize any change to the setbacks of any structures near or on the Horizon property or expansion or enlargement of the Commons Building or associated structures. They do not diminish Horizon's interest in its property and, similar to the case in *Washburn*, maintain the status quo. If anything, the demolition permits reduce any alleged setback impact. Even if the existing Commons Building were to be considered a “nonconforming structure,” the Permits do not authorize any expansion of such structure.

Horizon appears to argue that the City's initial approval of building permits for the Commons Building violated the City's Land Development Code when it was built in 2009. Any such claim is barred by both the City's timeframe to challenge a permit (see above) and the applicable statute of limitations. See NDCC §§ 28-34-01 (30 day statute of limitations for appeals from city boards and commissions). Microsoft executed an easement agreement to address such structures in 2013 with Horizon's predecessor-in-interest to cover the portion of the structures that were built over the lot line. Horizon is bound by that agreement.

As noted in our previous October 9, 2025 letter to the City, both Horizon and the City are estopped from arguing that the construction of the Commons Building did not comply with the City building code when constructed. Microsoft constructed the Commons building in 2009. It did so pursuant to a valid building permit issued by the City. Horizon cannot now claim, 16 years later, that such construction was invalid. “Equitable estoppel may function to prevent revocation of a validly issued permit if the permittee can show substantial reliance.” *Arnegard v. Arnegard Township*, 908 N.W. 2d 737, 748 (N.D. 2018); see also *Buegel v. City of Grand Forks*, 475 N.W.

2d 133, 136 (N.D. 1991) (finding city liable for damages when city imposed later-enacted zoning requirements that the court held contravened a previously issued conditional use permit).

Here, there is no question that Microsoft relied upon the City's issuance of the building permit in building its multi-million-dollar facility. Microsoft has operated on its campus for over a decade, which has resulted in a source of gainful and significant employment and tax revenue for the City, with no interference or notice of violation issued by the City, or concern raised by Horizon. Horizon was aware of the construction and operation of the Commons Building for the last decade, received the benefits of the Easement Agreement, and is estopped from arguing that such construction was invalid.¹

2. Horizon Lacks Standing to Challenge Fire Code Compliance

Horizon argues that the City did not properly evaluate the fire separation distance between the Horizon Building and Commons Building when issuing the Permits. As noted in our previous October 28, 2025 letter to the City, that is incorrect. See Exhibit 7. Regardless, Horizon has no standing to mount such a challenge. The restoration of the Commons Building exterior wall is necessitated by the demolition of the Commons Connection and was authorized by the City under the demolition permit, Permit No. 2507-0044-REN. The work authorized therein only closes off the portion of the Commons Building that is currently open and occupied by the Commons Connection. Horizon affirmed that it supported issuance of the demolition permit and waived any right to challenge the work described therein.

Horizon fails to describe any manner in which the restoration work, which will restore the exterior wall vacated by the Commons Connection to be the same as the rest of the Commons Building, creates any additional fire risk to the Horizon property. The International Building Code ("IBC") section cited in its appeal is inapplicable. It describes "Any wall located on a lot line between adjacent buildings, *which is used or adapted for joint service between the two buildings*, shall be constructed as a fire wall in accordance with Section 705." IBC § 705.1.1 (emphasis added). The wall to be restored is not "used or adopted for joint service between the two buildings." It is a wall that will only service the Commons Building. As noted in our October 28, 2025 letter, and as confirmed by the City, the work complies with IBC Section 705.5, which governs when evaluating a structure located on more than one lot.

Building Code Section 705.5 requires drawing an imaginary line in relation to the existing building to determine compliance. Horizon makes no argument that the calculations made by

¹ Horizon's claim is also substantively incorrect. As confirmed by an October 16, 2025 memorandum from City Inspector Shawn Ouradnik, "[d]eed ownership transfers, tax lot lines and the general creation of parcels for any purpose are not elements that are considered in the LDC for the purposes of determining compliance or the ability to build. Those factors are unrelated to the oversight of land development regulations." The City has already confirmed that these elements, raised again in the context of Horizon's email, are not germane to the City's issuance of building permits. The creation of the lot line for the Horizon property for the purposes of a deed ownership transfer is therefore not relevant when establishing setbacks for the property.

Microsoft and the City pursuant to this section are incorrect. While Horizon argues that it does not consent to the use of the imaginary lot line, its consent is immaterial—it is the methodology required to be used by the City’s Building Code. Further, the imaginary lot line is only used to determine compliance with Building Code and Fire Code requirements. It does not move the lot line or otherwise affect Horizon. It is only used to determine compliance with *Microsoft’s* compliance with Building Code requirements on *its* building. Any evaluation of Horizon’s compliance for any proposed future improvements to the Horizon building would be properly evaluated by the City on its own merits at the time of any such building application. Horizon’s concerns about the potential impact of the lot line to future unspecified work on the Horizon Building is purely speculative and does not show “injury in fact” required to establish standing as an “aggrieved party.” Further, as a practical matter, the work authorized by the Permits and demolition permit will increase fire separation between the Commons Building and Horizon Building as compared to existing conditions, allowing greater access for fire protection.²

3. Horizon is Not an Aggrieved Party

Horizon speculates concerning potential future unsubstantiated injuries. These are insufficient to establish that they are an aggrieved party. The only work that the Permits authorize on Horizon’s side of the lot line is the installation of an interior door and some carpentry on the inside of the Commons building to build a storage closet. See Exhibit 8. Horizon has no argument that such work injures Horizon in any way. Its appeal does not describe any work authorized by the Permits that results in injury in fact to Horizon. Therefore, Horizon has failed to establish standing as an aggrieved party and its appeal must be dismissed.

D. The City Should Not Involve Itself in the Ongoing Property Dispute

Horizon’s primary objective appears to be trying to force Microsoft to buy the Horizon building. Microsoft has no desire to do so. There is an existing dispute between the parties as to which structures are covered under Microsoft’s perpetual Commons Building Easement. Horizon’s appeal invites the City to adjudicate this private real estate dispute. City staff correctly declined to do so. The Board should do the same.

² There is also no section of the City Municipal Code that authorizes third-party appeals to the Board of Zoning Administration concerning violations of building code requirements. Procedures listed in FMC Section 20-0901 concern “all applications under this Land Development Code.” Building permits are issued under Chapter 21 (Building Code) not Chapter 20 (Land Development Code). The jurisdiction of the Board and its powers and duties are limited to the Land Development Code. FMC § 20-0803.C. “The appeal does not allege any “error in any order, requirement, decision, or determination made by an administrative official of the City in the administration or enforcement of the Land Development Code.” FMC § 20-0916.A (emphasis added).

Microsoft continues to negotiate with Horizon to address its concerns and is willing to provide fair compensation to Horizon to resolve the matter, even though it does not believe that Horizon is legally entitled to such compensation. However, Microsoft is unwilling to demolish the structures in question, which is a result that would likely not be required by a court if the dispute were to be litigated, or jeopardize its operations by ceasing the authorized work on the Commons property. Any delay in such construction jeopardizes existing Microsoft operations within the Commons Building and would negatively impact Microsoft's overall business within the City, which provides a critical source of taxes and employment for the City of Fargo.

E. Conclusion

For the reasons discussed above, we respectfully request that you uphold the Permit determinations made by City staff, affirm the City Attorney's determination that Horizon Holdings does not have standing to appeal the Permits (and/or affirm that the appeal is time-barred), and deny Horizon Holdings' appeal. Thank you for your time and consideration.

Yours sincerely,



Robert M. Smith
Partner

RMS

EXHIBIT 1

FIRST AMENDMENT TO LEASE

THIS AMENDMENT (the "**Amendment**") is entered into effective as of March 1, 2012 (the "**Effective Date**"), between **IRET PROPERTIES, A NORTH DAKOTA LIMITED PARTNERSHIP** ("**Landlord**"), and **MICROSOFT CORPORATION**, a Washington corporation ("**Tenant**").

- A. Landlord and Tenant (as successor in interest to Great Plains Software, Inc.) are parties to a certain lease agreement dated October 23, 1997 (the "**Original Lease**"). The Original Lease has been previously supplemented by a Construction Addendum dated amended by instruments dated October 23, 1997, and by a Notice of Lease dated August 20, 1999. The Original Lease, as supplemented by the foregoing, shall be referred to herein collectively as the "**Lease**." Pursuant to the Lease, Tenant is leasing 122,040 square feet (as more specifically identified in the Lease, the "**Premises**"), in the building known to Tenant as the "Horizon Building," and located at 3900 South Great Plains Drive, Fargo, North Dakota (the "**Building**").
- B. The current term of the Lease is scheduled to expire on August 31, 2013. Through this Amendment, Landlord and Tenant desire to amend the Lease to extend the term of the Lease for an additional 64 months.

THEREFORE, FOR VALUABLE CONSIDERATION, Landlord and Tenant agree as follows:

1. Extension of Term. The term of the Lease is hereby extended for a period of 64 months, commencing on September 1, 2013, and continuing through December 31, 2018 (hereinafter, the "**Extension Term**"), unless sooner terminated in accordance with the terms of the Lease.
2. Rent for Extension Term. Through February 29, 2012, Tenant shall continue to pay Fixed Rent as provided in the Lease. Commencing on the Effective Date, and continuing on the first day of each and every calendar month after said date during the Extension Term, Tenant shall pay Fixed Rent to Landlord, in advance, without offset or deduction (except only as may be expressly set forth in the Lease), in monthly installments in accordance with the following schedule:

Months	Annualized	Monthly	Rate/sf
3/1/12 through 8/31/2013	\$1,678,050.00	\$139,837.50	\$13.75
9/1/2013 through 12/31/2013	Abated	Abated	n/a
1/1/2014 through 8/31/2014	\$1,745,172.00	\$145,431.00	\$14.30
9/1/2014 through 8/31/2015	\$1,814,978.88	\$151,248.24	\$14.87
9/1/2015 through 8/31/2016	\$1,887,578.04	\$157,298.17	\$15.47
9/1/2016 through 8/31/2017	\$1,963,081.16	\$163,590.10	\$16.09
9/1/2017 through 8/31/2018	\$2,041,604.40	\$170,133.70	\$16.73
9/1/2018 through 12/31/2018	\$2,123,268.58	\$176,939.05	\$17.40

During the Extension Term, Tenant shall continue to pay Additional Rent as provided in the Lease. Tenant will make all rent payments to Landlord, without Landlord's previous demand, invoice or notice for payment, at the rent payment address specified by Landlord or at such other place or in such other manner as Landlord may from time to time designate in writing.

3. Abated Rent. Landlord grants Tenant a full abatement of Fixed Rent (the "**Abated Rent**") for the 4-month period identified in Section 2 above. The parties agree that the total value of the Abated Rent is \$581,724. Notwithstanding the foregoing, if Tenant is in default beyond applicable

notice and cure periods during the 4-month Abated Rent period, then the abatement shall be suspended until the default is cured.

4. Landlord Improvements. Landlord agrees at its cost to repair any building envelope leaks existing as of the Effective Date (the "**Landlord Improvements**"). Upon full execution of this Amendment by both parties, Landlord shall retain a qualified and independent professional engineer or other consultant to identify the existing building envelope leaks, and to develop a remediation plan that is reasonably acceptable to both Landlord and Tenant (which acceptance shall not be unreasonably withheld or conditioned by either party). Landlord shall commence the Landlord Improvements as soon as weather conditions permit in the Spring of 2012, and shall complete the Landlord Improvements with commercially reasonable diligence and speed, subject to delays caused by force majeure or by Tenant. Landlord and Tenant agree to cooperate with each other in order to enable the Landlord Improvements to be completed with as little inconvenience to the operation of Tenant's business as is reasonably possible. However, any delay in the completion of the Landlord Improvements or inconvenience suffered by Tenant during the construction of the Landlord Improvements shall not subject Landlord to any liability for any resulting loss or damage or entitle Tenant to any credit, abatement or adjustment of rent or other sums payable under the Lease, except to the extent directly caused by Landlord's negligence or willful misconduct.

5. Tenant Improvements. Except for the Landlord Improvements identified in Section 4, Landlord shall have no obligation to make any modifications or alterations to the Premises. Landlord acknowledges that Tenant intends to construct certain improvements (the "**Tenant Improvements**") in the Premises after the Effective Date. The Tenant Improvements shall be constructed (i) in accordance with the plans and specifications that have been approved by Landlord in writing, (ii) in a good and workmanlike manner, (iii) in compliance with all applicable provisions in the Lease, and (iv) in compliance with all applicable governmental laws, ordinances, rules and regulations. The costs of the Tenant Improvements shall be paid by Tenant; provided, however, that Landlord shall make available to Tenant an allowance (the "**Allowance**") of up to \$610,200.00. After May 1, 2012, upon receipt of paid receipt invoices, notarized lien waivers, and any other information or documentation reasonably requested by Landlord, Landlord shall reimburse Tenant from the Allowance for Tenant's actual costs relating to the construction of the Tenant Improvements (including all hard and soft cost, such as design, architectural and engineering costs and fees) within 30 days of Landlord's receipt of all of the information and documents required by this Section. The Allowance may not be used to offset Fixed Rent or Additional Rent, to reimburse Tenant for any fixtures, furniture, or equipment, or to reimburse Tenant for any costs or expenses not directly related to the construction of the Tenant Improvements. If the cost of the Tenant Improvements exceeds the Allowance, then Tenant shall have sole responsibility for the payment of such excess cost. If the cost of the Tenant's Improvements is less than the Allowance, then Tenant shall not be entitled to any payment or credit for such excess amount. If any portion of the Allowance has not been requested by Tenant (along with all supporting documentation required by this Section) by December 31, 2015, then the remaining portion of the Allowance as of said date shall be forfeited to Landlord. If and to the extent Landlord does not timely pay all or any portion of the Allowance, then Tenant may, if Landlord does not pay the amount due within 30 days of receipt of written notice from Tenant, reduce the Fixed Rent by the amount due.

6. Option to Extend. Item 7 of the Summary of Basic Lease Provisions of the Original Lease, and Section 2.4 of the Original Lease, are both deleted in their entirety. Except only as provided in this Section, Tenant shall have no right to further extend the term of the Lease. Tenant shall have the right, to be exercised as hereinafter provided, to further extend the term of the Lease

for 2 periods of 5 years each (each such period, a "**Next Extension Term**"), on the following terms and conditions and subject to the limitations hereinafter set forth. Each Next Extension Term shall be upon the same terms, covenants and conditions as in the Lease, except that Fixed Rent shall be 95% of the Fair Market Rent for the Premises on the date such Next Extension Term shall commence. Tenant shall notify Landlord of its desire to extend the term for the Next Extension Term by notifying Landlord in writing (the "**Extension Notification**") at least 12 months prior to the commencement date of the Next Extension Term; if Tenant fails to timely deliver the Extension Notification to Landlord, then Tenant's option to extend the term of the Lease for the Next Extension Term shall automatically terminate. Upon Landlord's receipt of the Extension Notification, Landlord and Tenant shall make a good faith effort to agree upon the Fair Market Rent of the Premises for the Next Extension Term. "**Fair Market Rent**" shall mean that net annual basic rent per rentable square foot of the Premises as of the commencement of the Next Extension Term that a willing credit-worthy tenant would pay and that a willing landlord would accept in an arms-length bona fide negotiation for space comparable to the Premises in condition, quality, size and location, with neither party under a compulsion for the appropriate term. In determining "Fair Market Rent," the parties shall consider rental rates, rent concessions, and other economic terms that a comparable landlord, acting reasonably and in good faith, is then offering or would then offer, to a lessee similar to Tenant for a similar term. In the event that Landlord and Tenant fail to agree upon the Fair Market Rent within 30 days of Landlord's receipt of the Extension Notification (the "**Notice Date**"), then the Fair Market Rent for the Next Extension Term shall be determined by arbitration in the manner set forth in Section 7 ("**Arbitration**"). However, such arbitrators shall be directed to determine the Fair Market Rent for the Premises as above provided and in determining the same said arbitrators shall be instructed to make said determination independently, without consulting with each other. Tenant's option to extend as set forth in this Section shall be contingent upon this Lease being in full force and effect and Tenant not being in default in the performance of any of the terms, covenants and conditions herein contained in respect to a matter as to which notice of default has been given hereunder which has not been remedied within the time set forth in this Lease.

7. Arbitration. In each case where it shall become necessary to resort to arbitration, and the subject of the arbitration is to determine Fair Market Rent, all arbitrators appointed by or on behalf of either party or appointed pursuant to the provisions hereof shall be MAI members of the American Institute of Real Estate Appraisers with not less than 10 years of experience in the appraisal of improved commercial and industrial real estate in the Fargo area and be devoting substantially all of their time to professional appraisal work at the time of appointment and be in all respects impartial and disinterested. If the parties fail to agree on the Fair Market Rent within the 30 day period provided for in Section 6, Tenant shall, within 10 days thereafter, give written notice to Landlord, specifying in such notice the name, address and professional qualifications of the person designated to act as arbitrator on its behalf. Within 10 days after receipt of such notice, Landlord shall give written notice to Tenant specifying the name, address and professional qualifications of the person designated to act as arbitrator on its behalf. The 2 arbitrators so selected shall, within 10 days thereafter, select a third arbitrator. The decision of the arbitrators so chosen shall be given within a period of 15 days after the appointment of such third arbitrator. Each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of such party and the fees and expenses of the third arbitrator shall be borne equally by both parties. If any party fails to appoint its arbitrator within the time above specified, or if the 2 arbitrators so selected cannot agree on the selection of the third arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such arbitrator, by application to any judge in the appropriate state court in the County, upon 7 days prior written notice to the other party of such intent. The arbitrators so selected shall have all rights and powers conferred on them by state law and, and except as otherwise provided for herein, the arbitration

proceedings shall be carried on and governed by the then appertaining rules and procedures of the American Arbitration Association. Upon an established date at an established time, all 3 arbitrators shall simultaneously submit their determinations as to Fair Market Rent. The Fair Market Rent for the Next Extension Term shall be determined by averaging the 2 arbitrators' Fair Market Basic Rent determinations which are closest in amount to each other (or if one appraisal is less than one of the other appraisals and more than the other appraisal by the same amount, all three appraisals shall be averaged).

8. No Purchase Option; Change to Right of First Refusal. Section 22 of the Original Lease is hereby deleted in its entirety. Tenant's Right of First Refusal, as set forth in Section 23 of the Original Lease, is amended as follows: (a) in line one of Section 23.2, "sixty (60) days" is hereby changed to "fifteen (15) business days"; and (b) if Landlord elects to publicly list the Property for sale, then Landlord shall give Tenant notice within five (5) business days of when the Property is formally listed for sale.

9. Horizon Renovations, Commons Building, and Connections. Landlord and Tenant acknowledge that Tenant: (a) completed significant improvements to the Horizon Building (the "**Horizon Renovations**"); (b) constructed a new building (the "**Commons Building**") on adjoining property owned by Tenant; (c) constructed improvements connecting the Horizon Building to the Commons Building (the "**Commons Connection**"); and (d) constructed improvements connecting the Horizon Building to the Vista building that is located on adjoining property owned by Tenant (the "**Vista Connection**"). The Commons Connection and the Vista Connection shall be collectively referred to herein as the "**Connections**," and are generally depicted on **Exhibit 1** attached hereto. Subject to the satisfaction of all of the conditions set forth in this Section, Landlord consents to the Horizon Renovations, and to Tenant's construction and use of the Connections. Tenant shall be solely responsible for all costs and expenses associated with the Horizon Renovations and the Connections during the term of the Lease, including without limitation all maintenance, repairs, replacements, insurance, compliance with applicable laws, and utilities. Tenant acknowledges and agrees that the Horizon Renovations shall become the sole property of Landlord upon the expiration or earlier termination of the Lease. Promptly upon full execution of this Amendment, Landlord and Tenant shall negotiate and enter into easement agreements (collectively, the "**Easements**") permitting and governing the use of the Connections during the term of the Lease. The Easements shall be in form and with content reasonably acceptable to both parties. Tenant shall prepare the initial draft of the Easements, and shall pay all expenses for the preparation of all required exhibits to the Easements; provided, however, that Landlord shall pay all costs and expenses associated with Landlord's legal review of the Easements. Tenant shall record the Easements at Tenant's sole cost. Prior to the expiration of the Lease, or promptly after the earlier termination of the Lease, Tenant shall at its sole cost and expense remove the Connections from Landlord's property, shall repair any damage to the Horizon Building and Landlord's property caused by said removal, and shall restore the Horizon Building and property to the condition the Horizon Building and Landlord's property were in prior to the construction of the Connections. Tenant shall release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord and the Premises from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including without limitation reasonable attorneys' fees) to the extent relating to or arising out of Tenant's construction, maintenance, or use of the Horizon Renovations and Connections, unless and to the extent caused by Landlord. Tenant shall provide Landlord with documentation reasonably acceptable to Landlord that confirms that the Commons Building, other than the Commons Connection, does not encroach upon Landlord's property.

10. Brokers. Landlord is not represented by a broker in this transaction. Jones Lang LaSalle

is Tenant's broker. Landlord acknowledges that it is responsible for paying a fee to Tenant's Broker pursuant to a separate written agreement. Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any other realtors, brokers, finders or agents in connection with this Amendment, and each agrees to release, indemnify, defend and hold the other harmless from and against any claim based on the failure or alleged failure to pay any other realtors, brokers, finders or agents and from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers, finders or agents claiming by, through or on behalf of it with respect to this Amendment or the negotiation of this Amendment.

11. Miscellaneous. This Amendment is integrated into and made a part of the Lease. Except as specifically otherwise provided herein, all other terms and conditions of the Lease, as hereby amended, are ratified and confirmed and shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall govern and control. Capitalized terms used herein but not defined herein have the meanings assigned to such terms in the Lease. The Lease, as amended by this Amendment, constitutes the understanding between the parties relating to the subject matter of this Amendment, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are superseded and merged with this Amendment. Both parties have obtained any and all necessary consents and/or approvals prior to executing this Amendment. This Amendment is binding on and inures to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, each party to this Amendment has caused it to be executed as of the date set forth above.

LANDLORD:

IRET PROPERTIES, A NORTH DAKOTA LIMITED PARTNERSHIP

By: IRET, Inc., its general partner

By: 

Print Name: Thomas A. Wentz, Jr.

Print Title: Senior Vice President

By: 

Print Name: Charles A. Greenberg

Print Title: Senior Vice President

TENANT:

MICROSOFT CORPORATION, a Washington corporation

By: 

Print Name:

Print Title:

Chris R. Owens
General Manager
Microsoft RE&F

FEB 24, 2012

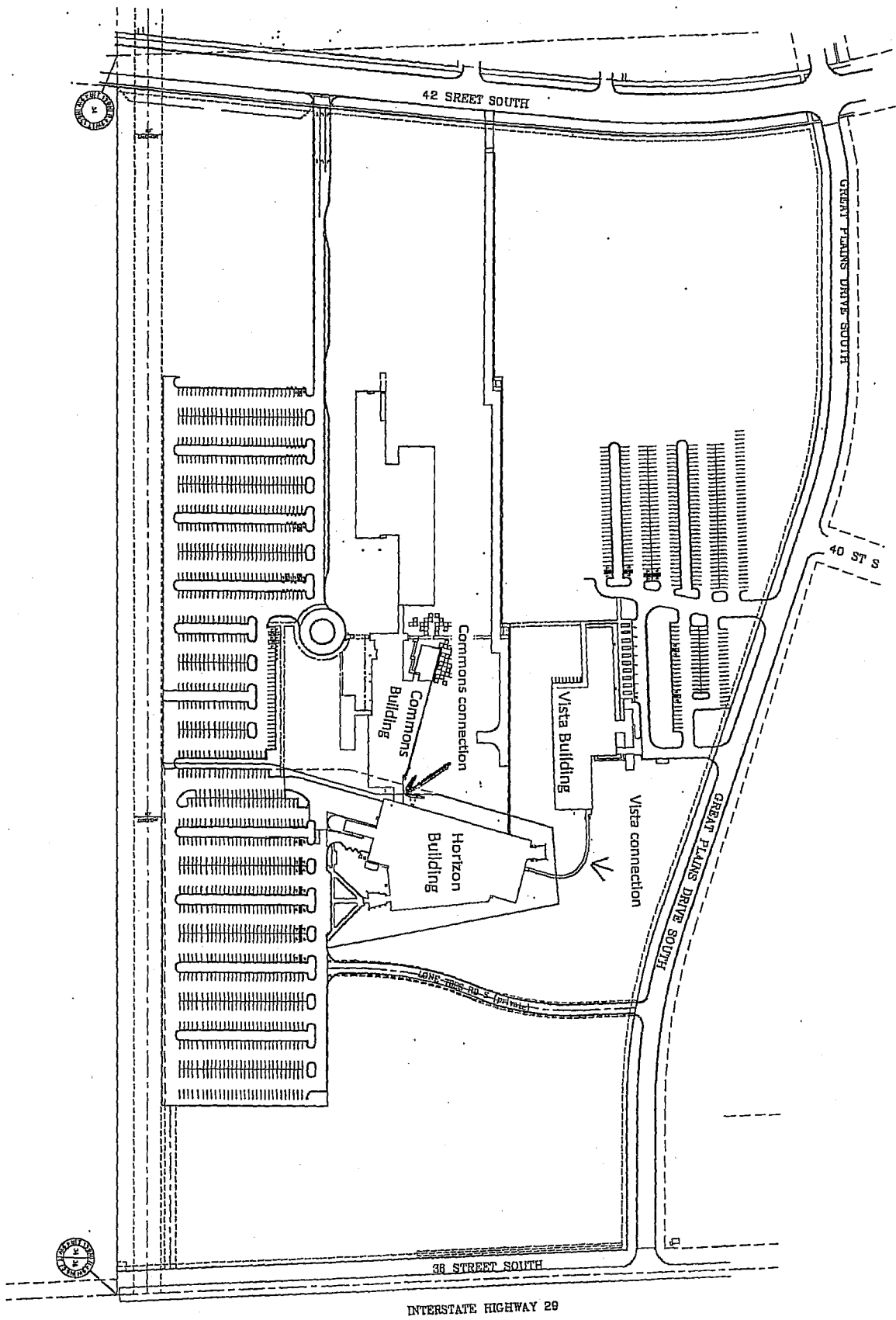


Exhibit 1

EXHIBIT 2

RECORDER'S OFFICE, CASS COUNTY, ND

10/31/2013 11:07 AM

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.

JEWEL A. SPIES, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1403808**
Recorded Electronically960674
\$55.00**EASEMENT AGREEMENT**

IRET PROPERTIES, A NORTH DAKOTA LIMITED PARTNERSHIP ("Grantor") is the owner of the Horizon Building (the "**Horizon Building**") located on the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**") located in Cass County, North Dakota. MICROSOFT CORPORATION, a Washington corporation ("Grantee"), is the owner of the Commons Building (the "**Commons Building**") and the Vista Building (the "**Vista Building**"), which are located on the properties described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "**Grantee Properties**"), and which are located adjacent to the Property. Tenant leases certain Premises in the Horizon Building from Grantor pursuant to a certain Lease dated October 23, 1997 (the "**Original Lease**"). The Original Lease was amended by the First Amendment to Lease dated as of March 1, 2012 (the "**First Amendment**"). The Original Lease and the First Amendment shall be referred to herein collectively as the "**Lease**." Grantee has constructed improvements connecting the Commons Building to the Horizon Building (the "**Commons Connection**"), and has constructed improvements connecting the Vista Building to the Horizon Building (the "**Vista Connection**"). Grantee acknowledges that a portion of the Commons Building in addition to the Commons Connection encroaches onto the Property. The Commons Connection and the Vista Connection are referred to herein collectively as the "**Connections**." The Connections are generally depicted on Exhibit 1 of the First Amendment. Pursuant to Section 9 of the First Amendment, Grantor consented to the construction and use by Grantee of the Connections on certain conditions, including the execution of this Easement.

1. **Grant of Easement.** Grantor grants and conveys to Grantee, for the benefit of the Grantee Properties, for so long as Grantee leases or otherwise occupies all or any portion of the Horizon Building, an easement (the "**Vista Connection Easement**") over, under and across the real property more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "**Vista Connection Easement Area**") for the purposes described in paragraph 2 below. The Vista Connection Easement Area is depicted as "Tract A" on Exhibit D attached hereto and incorporated herein by this reference. Grantor also grants and conveys to Grantee, for the benefit of the Grantee Properties, for so long as Grantee leases or otherwise occupies all or any portion of the Horizon Building, an easement (the "**Commons Connection Easement**") over, under and across the real property more particularly described as "Tract B" on Exhibit E attached hereto and incorporated herein by this reference (the "**Commons Connection Easement Area**") for the purposes described in paragraph 2 below. The Commons Connection Easement Area is depicted as "Tract B" on Exhibit F attached hereto and incorporated herein by this reference. Grantor also grants and conveys to Grantee, for the benefit of the Grantee Properties, in consideration of payment to Grantor of the Commons Building Easement Fee set forth in Section 7

below, a perpetual easement (the "**Commons Building Easement**") over, under and across the real property more particularly described as "Tract C" on Exhibit E attached hereto and incorporated herein by this reference (the "**Commons Building Easement Area**"), for the maintenance, repair, use and occupancy (by Grantee or its lessees or permittees) of the portion of the Commons Building located in the Commons Building Easement Area. The Commons Building Easement Area is depicted as "Tract C" on Exhibit G attached hereto and incorporated herein by this reference. The Commons Building Easement shall automatically terminate if the Commons Building is removed from the Commons Building Easement Area, or if the portion of the Commons Building located on the Commons Building Easement Area is destroyed by fire or other casualty. The Commons Connection Easement Area, the Commons Building Easement Area, and the Vista Connection Easement Area shall be sometimes referred to herein collectively as the "**Easement Areas**." The Vista Connection Easement Area and the Commons Connection Easement Area are sometimes referred to herein together as the "Connections Easement Areas."

2. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, and replace the Connections, including, without limitation, improvements providing for enclosed pedestrian access between the Horizon Building and the Commons Building, and between the Horizon Building and the Vista Building, together with an underground communication system and all necessary or convenient appurtenances to such system which may include but are not limited to underground conduits, cables, communication lines, vaults, manholes, switches and semi-buried or ground mounted facilities, upon and under the Connections Easement Areas, and Grantee and its employees, contractors, agents, and invitees shall have the right to use such facilities for (i) ingress and egress to and from the Horizon Building, and (ii) for communications between the Grantee Properties and the Horizon Building.

3. **Access.** Upon Grantor's prior written approval (which approval shall not be unreasonably withheld, conditioned, or delayed), Grantee shall have the limited right of access over and across the Property, to the extent reasonably necessary to enable Grantee to exercise the rights provided in this Easement Agreement. Grantee shall repair at Grantee's expense, to Grantor's reasonable satisfaction, any damage to the Property caused by Grantee exercising such right of access.

4. **Grantor's Use of Property.** Grantor reserves the right of ownership, use and occupancy of the Easement Areas for any purpose not inconsistent with the rights granted by this Easement Agreement; provided, however, that Grantor shall not construct or maintain any building or other improvements in the Easement Areas, and Grantor shall not dig, tunnel, or conduct other forms of construction activity near the Easement Areas that would disturb the compaction or unearth Grantee's facilities in the Easement Areas or endanger the lateral support of such facilities. Grantor shall have full right and authority to grant other easements or rights to use the Property as will not impair Grantee's rights under this Easement Agreement, provided that Grantor shall not grant any easements over any portion of the Commons Building Easement Area without the prior written consent of Grantee.

5. **Release and Indemnification.** Grantee shall release, indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor and the Property from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including without limitation reasonable attorneys' fees) to the extent relating to or arising out of Grantee's construction, operation, maintenance, repair, or any other use of the (a) Connections, (b) the Easement Areas, or the (c) Horizon Renovations (as defined in the First Amendment), unless and to the extent caused by the negligence or willful misconduct of Landlord.

6. **Termination.** Prior to the expiration of the Lease, or promptly after the earlier termination of the Lease, Grantee shall at Grantee's sole cost and expense remove the Connections to the extent located on the Property, and shall repair any damage to the Horizon Building or Grantor's property

caused by such removal, and shall restore the Horizon Building and Grantor's property to the condition existing prior to the construction of the Connections, provided that Grantee shall not be required to remove any of the "Horizon Renovations" as defined in the Lease nor restore the Horizon Building to the condition existing prior to the construction of the Horizon Renovations, and further provided, for the avoidance of doubt, that Grantee shall not be required to remove any improvements located on the Commons Building Easement Area. Upon the expiration of the Lease, or promptly after the earlier termination of the Lease, Grantee shall promptly record a termination of the Vista Connection Easement and the Horizon Connection Easement to clear Grantor's title to the Property of such easements.

7. **Commons Building Easement Fee.** As consideration for the Commons Building Easement, and as long as said easement remains in existence, Grantee shall pay Grantor an annual fee (the "Commons Building Easement Fee") as set forth in this Section. Grantee shall pay the Commons Building Easement Fee in annual installments to Grantor, in advance, without offset or deduction, commencing on September 1, 2013, and continuing on each anniversary of said date. The initial Commons Building Easement Fee shall be \$700.00 per year. The Commons Building Easement Fee shall automatically increase every 5 years to a sum equal to 110% of the Commons Building Easement Fee for the immediately preceding year (e.g., the Commons Building Easement Fee shall increase to \$770.00 per year on September 1, 2018, to \$847.00 per year on September 1, 2023, etc.). Grantee shall pay the Commons Building Easement Fee to Grantor at the address specified in the Lease, or at such other place or in such other manner as Grantor may from time to time designate in writing, provided that if at any time the Commons Building Easement Area is owned by more than one person or entity, such persons or entities shall designate a single payee and payment address for such payment. Grantee shall pay the Commons Building Easement Fee without Grantor's previous demand, invoice or notice for payment, but Grantor shall provide Grantee with written notice of any default in such payment and a five (5) day period to cure such default. Grantor and Grantee will prorate, on a per diem basis, the Commons Building Easement Fee for any partial year.

8. **As-Is.** The easements are granted subject to all existing easements, encumbrances, covenants and restrictions affecting the Property. Grantee acknowledges, covenants and agrees that it accepts the Easement Areas in an "as is, where is" condition. Grantor makes no representations or warranties of any kind whatsoever with respect to the Easement Areas or the Property, express or implied, specifically including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. **Successors and Assigns.** This Agreement shall run with the land, and the rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

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

11. **Effective Date.** This Agreement is dated effective as of September 1, 2013.

[signature pages to follow]

GRANTOR:

IRET PROPERTIES, A NORTH DAKOTA
LIMITED PARTNERSHIP

By: IRET, Inc., general partner

By

Michael A. Bosh
Name: Michael A. Bosh
Its: Executive Vice President

STATE OF NORTH DAKOTA)

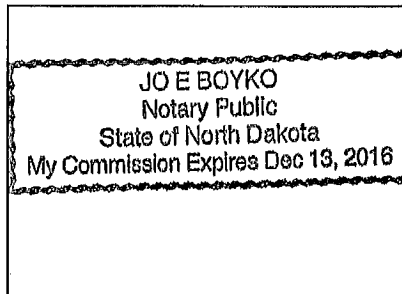
) ss.

COUNTY OF WARD)

I certify that I know or have satisfactory evidence that Michael A. Bosh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice President of IRET, Inc., the general partner of IRET Properties, a North Dakota Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

August 16, 2013



(Use this space for notarial stamp/seal)

Notary Public

Print Name

My commission expires

Joe E. Boyko
12/13/2016

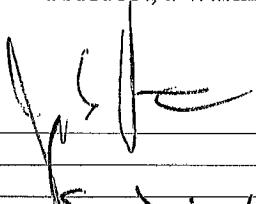
GRANTEE:

MICROSOFT CORPORATION, a Washington
corporation

By

Name:

Its:



Jay Pittenger

Sr. Director, Americas

STATE OF WASHINGTON

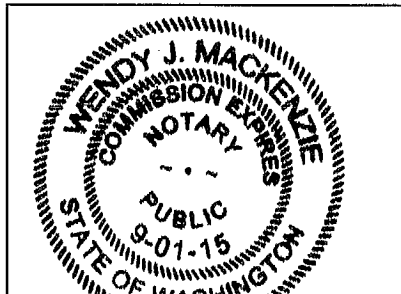
COUNTY OF KING

)
) ss.
)

I certify that I know or have satisfactory evidence that Jay Pittenger is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Sr. Director, Americas of Microsoft Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

8-15-2013



(Use this space for notarial stamp/seal)

Notary Public

Print Name

My commission expires

Wendy J. Mackenzie

Wendy J. Mackenzie

9-1-15

Exhibit A
Legal Description of Grantor's Property

A part of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, described as follows:

Commencing at the Southeast Corner of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, Cass County, North Dakota; thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1; thence South 88 degrees 05 minutes 21 seconds West 346.61 feet parallel with the South line of said Lot 1, to the point of beginning; thence North 01 degrees 54 minutes 39 seconds West 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 335.50 feet; thence North 12 degrees 15 minutes 20 seconds West 523.73 feet; thence South 82 degrees 54 minutes 44 seconds West 163.14 feet; thence South 13 degrees 15 minutes 08 seconds West 470.14 feet; thence South 01 degrees 54 minutes 39 seconds East 393.73 feet; thence North 88 degrees 05 minutes 21 seconds East 715.00 feet; thence North 01 degrees 54 minutes 39 seconds West 12.01 feet to the point of beginning.

Exhibit B
Legal Description of Grantee's Property

LOT 1, BLOCK 1, VISTA ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, AS
RECORDED IN VOLUME S1 OF PLATS, PAGE 18, UNDER DOCUMENT NUMBER 969773;

And

A PORTION OF LOT 1 BLOCK 2, GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF
FARGO, NORTH DAKOTA, AS RECORDED IN VOLUME Q OF PLATS, PAGE 21, UNDER
DOCUMENT NUMBER 882565, AND A PORTION OF LOT 1 BLOCK 3, PRAIRIE TECH
ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, AS RECORDED IN VOLUME R1 OF
PLATS, PAGE 56, UNDER DOCUMENT NUMBER 943383, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE CORNER OF SAID LOT 1 BLOCK 2 GREAT PLAINS SOFTWARE
ADDITION, THEN N 04DEGREES22'19" W ON AN ASSUMED BEARING ALONG THE E LINE OF
SAID LOT 1 A DISTANCE OF 117.09 FEET; THEN S 88DEGREES05'21" W 346.61 FEET; THEN N
01DEGREES54'39" W 335 FEET; THEN S 88 DEGREES05'21" W 335.50 FEET; THEN N
12DEGREES15'20" W 523.73 FEET; THEN S 82DEGREES 54'44" W 163.14 FEET TO THE POINT
OF BEGINNING OF THE TRACT TO BE DESCRIBED; THEN S 13DEGREES15'08" W 121.45
FEET; THEN S 86DG19'33" W 527.70 FEET, THEN N 03DEGREES40'27" W 170.43 FEET; THEN S
86DEGREES19'33" W 335.30 FEET; THEN N 05DEGREES15'10" W 566.76' FEET TO THE SOUTH
LINE OF GREAT PLAINS DRIVE; THEN EASTERLY 233.10 FEET ALONG THE SOUTH LINE OF
SAID GREAT PLAINS DRIVE AND ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE
SOUTH HAVING A CENTRAL ANGLE OF 15DEGREES31'47" A RADIUS OF 860 FEET, A
CHORD BEARING OF S 80DEGREES 16'26" E AND A CHORD DISTANCE OF 232.39 FEET;
THEN S 72DEGREES 30'32" E TANGENT TO THE LAST DESCRIBED CURVE AND ALONG THE
SOUTH LINE OF SAID GREAT PLAINS DRIVE A DISTANCE OF 640.53 FEET; THEN S
03DEGREES40'27" E 205.44 FEET; THEN N 86 DEGREES 19'33" E 90.60 FEET; THEN S
03DEGREES40'27" E 130.20 FEET TO THE POINT OF BEGINNING.

Exhibit C

Legal Description of Vista Connection Easement Area

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A 40.00 foot wide strip of land centered on the following described line:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 66.75 feet to the true point of beginning of the line to be described, said point lying on a non-tangential curve, concave to the west, having a radius of 88.00 feet and a chord bearing of South 12°15'10" East; thence southerly along said curve to the right, for a distance of 11.22 feet, through a central angle of 07°18'10" to a point which will hereafter be referred to as Point A;

together with

A 12.00 foot wide strip centered on the following described line:

Beginning at the above described Point A; thence continue southerly along said curve to the right, for a distance of 33.56 feet, through a central angle of 21°51'10"; thence South 13°15'04" West for a distance of 28.92 feet to a point of intersection with the northerly wall of an existing building, said line there terminating.

The sidelines of said strips shall be lengthened or shortened as necessary to intersect a line which bears South 82°54'44" West passing through the true point of beginning on the north, and to intersect the northerly wall of an existing building on the south.

Exhibit D

Depiction of Vista Connection Easement Area ("Tract A")

[see attached]

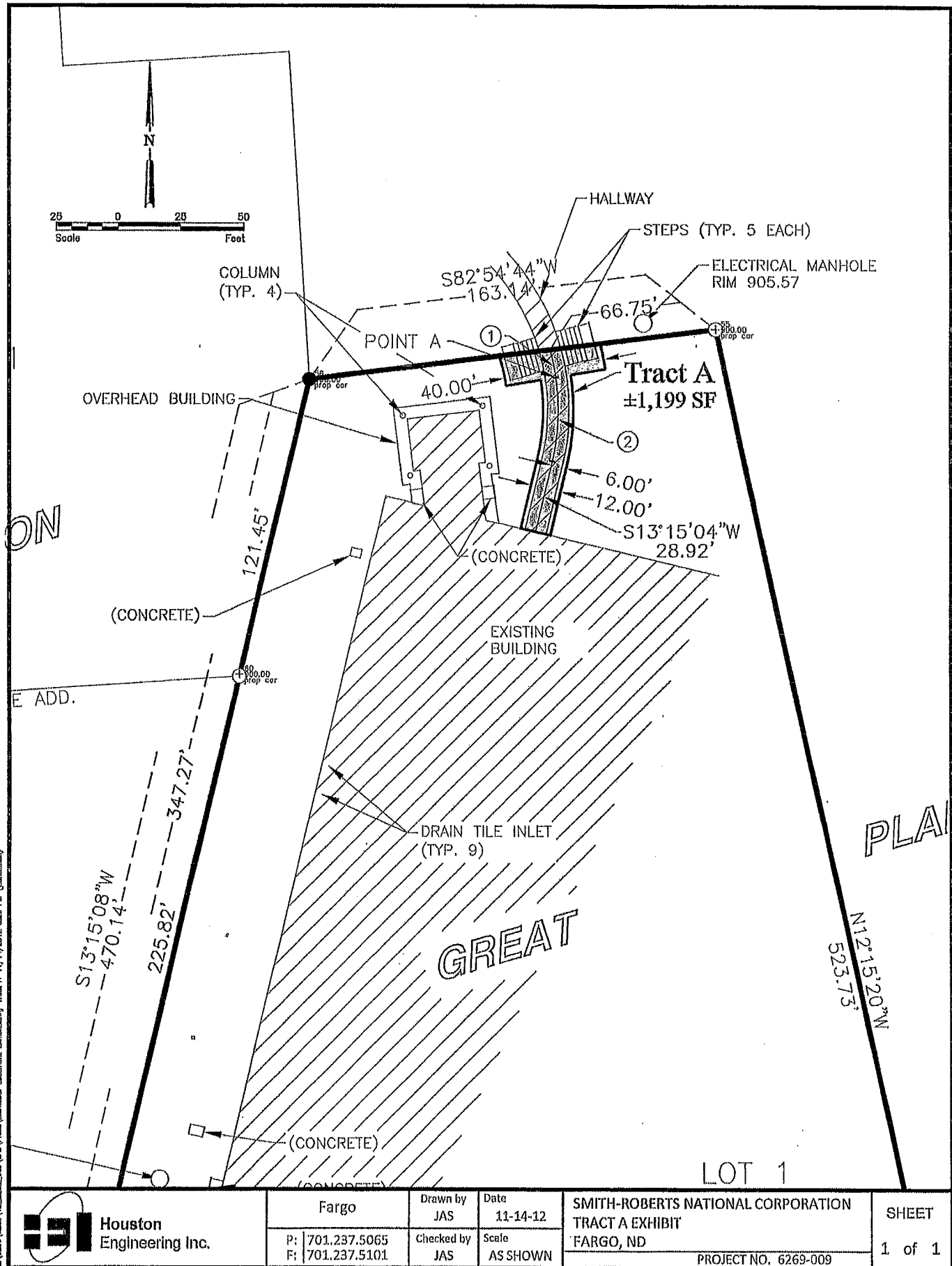


Exhibit E

Legal Descriptions of Commons Connection Easement Area and Commons Building Easement Area

Legal Description – Commons Connection Easement Area - Tract B:

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 163.14 feet to the northwest corner of a tract of land described in said Document No. 887200, said point also being an angle point along the easterly boundary of Lot 1, Block 1, Vista Addition to the City of Fargo; thence South 13°15'08" West, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 347.27 feet to the true point of beginning; thence continue South 13°15'08" West, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 27.04 feet; thence North 88°03'30" East for a distance of 41.40 feet to a point of intersection with the westerly wall of an existing building; thence North 13°17'52" East, along the westerly wall of an existing building, for a distance of 27.03 feet; thence South 88°05'14" West for a distance of 41.42 feet to the true point of beginning.

TOGETHER WITH

Legal Description – Commons Building Easement Area - Tract C:

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 163.14 feet to the northwest corner of a tract of land described in said Document No. 887200, said point also being an angle point along the easterly boundary of Lot 1, Block 1, Vista Addition to the City of Fargo; thence South 13°15'08" West,

along the westerly line of a tract of land described in said Document No. 887200, for a distance of 374.31 feet to the true point of beginning; thence North 88°03'30" East for a distance of 14.32 feet; thence South 01°53'14" East for a distance of 53.96 feet; thence South 88°05'39" West for a distance of 28.93 feet to a point of intersection with the westerly line of a tract of land described in said Document No. 887200; thence North 13°15'08" East, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 55.90 feet to the true point of beginning.

Exhibit F

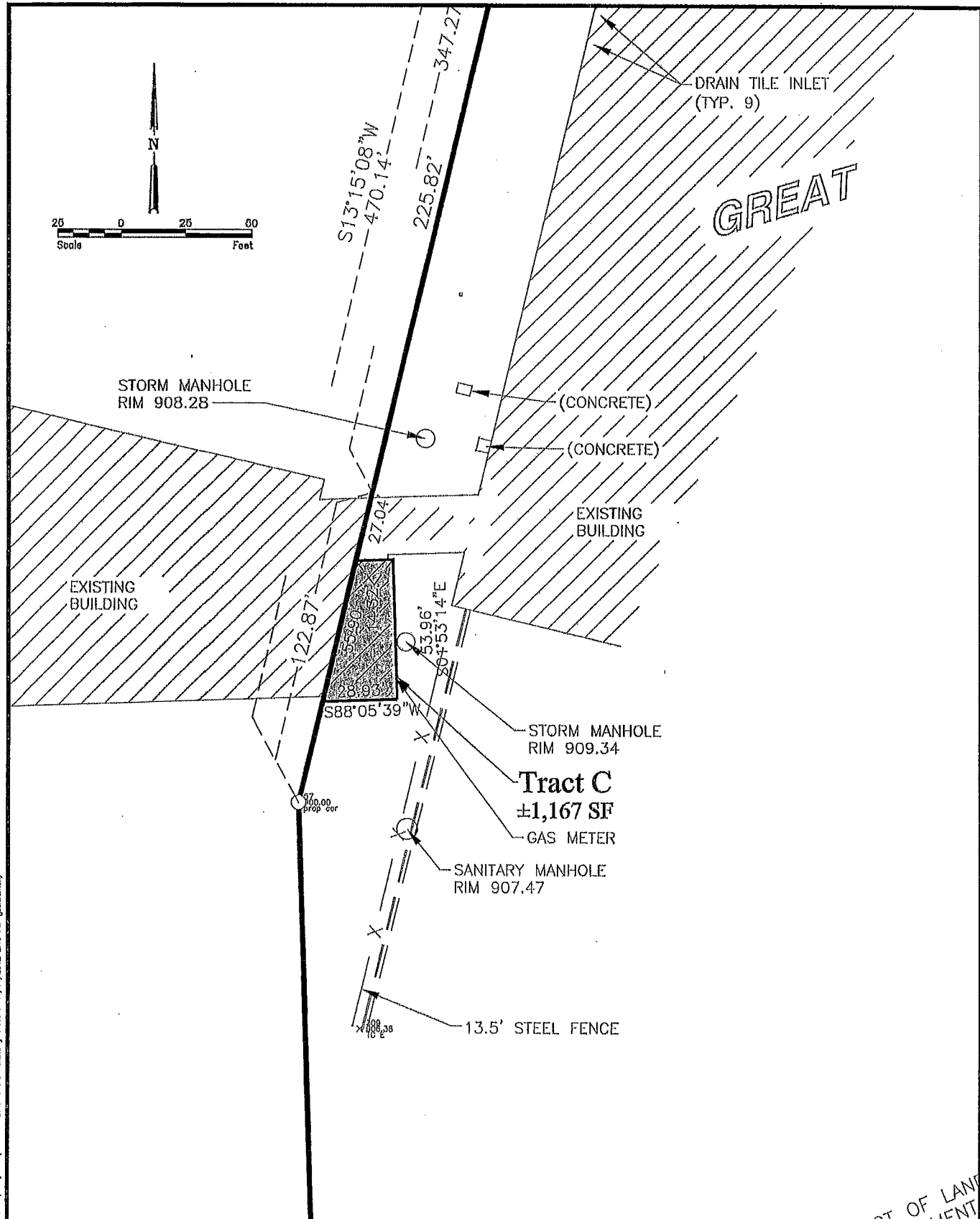
Depiction of Commons Connection Easement Area ("Tract B")

[see attached]



Exhibit G
Depiction of Commons Building Easement Area ("Tract C")

[see attached]



Z:\2012\6269\12_0000_009\DWG\Individual Easement\6269-009-16.dwg - Tract C-11/14/2012 2:40 PM - (Caddman)


 Houston Engineering Inc.	Fargo		Drawn by JAS	Date 11-14-12	SMITH-ROBERTS NATIONAL CORPORATION TRACT C EXHIBIT FARGO, ND	SHEET 1 of 1
	P: 701.237.5065 F: 701.237.5101	Checked by JAS	Scale AS SHOWN			
	PROJECT NO. 6269-009					

EXHIBIT 3

From: [Ginkel, Brian](#)
To: "Patrick Vesey"
Cc: [Carolina Baasch \(JONES LANG LASALLE AMERICAS INC\)](#)
Subject: RE: MSFT - Horizon (Fargo)
Attachments: [image001.png](#)
[Fargo Horizon Decommisioning 2 25 25.docx](#)

Patrick –

Thanks for the note. However, I'm a bit confused on the 'we will review the MOU once provided...'? That is what I sent in the original doc that outlines the scope of work we plan to execute on vacancy (attached).

Let me know if I am missing something or you are expecting something else.

Thanks,

Brian

Brian K. Ginkel, CCIM, MCR
Executive Managing Director|Practice Lead
JLL|Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey
Sent: Friday, April 4, 2025 2:33 PM
To: Ginkel, Brian
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Brian,

Upon review, we feel in generality that outline provided regarding the scope of work is consistent with the terms of lease. We will review the MOU once provided and make edits where deemed necessary.

Sincerely,

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>
Sent: Tuesday, February 25, 2025 5:27 PM
To: Patrick Vesey <Patrick.Vesey@goldmark.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)
Importance: High

EXTERNAL

Please find attached with updated address.

Best,

Brian

Brian K. Ginkel, CCIM, MCR
Executive Managing Director|Practice Lead

JLL | Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey <Patrick.Vesey@goldmark.com>
Sent: Tuesday, February 25, 2025 5:21 PM
To: Ginkel, Brian <Brian.Ginkel@jll.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Correct and resend.

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>
Sent: Tuesday, February 25, 2025 5:21 PM
To: Patrick Vesey <Patrick.Vesey@goldmark.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

EXTERNAL

Ok. Apologies for that. Are you able to edit or do you want me to correct and resend?
BKG

Brian K. Ginkel, CCIM, MCR
Executive Managing Director | Practice Lead
JLL | Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey <Patrick.Vesey@goldmark.com>
Sent: Tuesday, February 25, 2025 5:19 PM
To: Ginkel, Brian <Brian.Ginkel@jll.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Hi Brian,
Received, the address provided within the letter is incorrect.
Horizon Holdings LLP
PO Box 10541
Fargo, ND 58106-0541
Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103

701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>

Sent: Tuesday, February 25, 2025 5:16 PM

To: Patrick Vesey <Patrick.Vesey@goldmark.com>

Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>

Subject: MSFT - Horizon (Fargo)

EXTERNAL

Patrick –

I hope you're well. I was just up in Fargo for the Squirt International tourney last weekend! Good times...

I know you and Steve connected, and unfortunately MSFT has finally decided that they will not be needing Horizon in the future. They are dramatically downsizing (like elsewhere in the US) and will vacate at the end of their lease. Attached, please find the decommissioning/restoration MOU from Microsoft for the Horizon lease. This is our understanding per MSFT's legal review of the lease and inherent knowledge of the premises when taken.

Let me know your thoughts and/or if you have any questions once you review. Happy to discuss.

Best regards,

Brian

Brian K. Ginkel, CCIM, MCR

Executive Managing Director | Practice Lead

JLL | Minneapolis

250 Nicollet Mall | Suite 1000

Minneapolis, MN 55402

O: 612 217 5127 // C: 612 770 0433

brian.ginkel@jll.com

<https://www.linkedin.com/in/brianginkel/>



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Jones Lang LaSalle

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EXHIBIT 4

From: [Korey Kallstrom](#)
To: [Shawn Ouradnik](#); [Jenkins, Don](#); [Patrick Vesey](#); [Smith, Robert M.](#)
Cc: [Nate Vollmuth](#); [Erklouts, Carol](#); [shelley.boyle@jll.com](#); [Ryan Fleury](#)
Subject: RE: MSFT Fargo - Horizon Building Decommissioning
Date: Friday, September 19, 2025 12:33:22 PM
Attachments: [image001.png](#)
[image002.png](#)
[Demo Permit.pdf](#)

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Shawn,

Horizon Holdings consents to the release of the demo permit a copy of which is attached. Please let me know if you need anything else or have any additional questions.

Thanks,
Korey

Korey Kallstrom
General Counsel
Axis Property Management LLC
2000 44th St S, Ste 202, Fargo, ND 58103
Korey.kallstrom@axisproperties.com
Office: 701.478.9660
Cell: 320.493.6822

From: Shawn Ouradnik <SOuradnik@FargoND.gov>
Sent: Wednesday, September 3, 2025 3:14 PM
To: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>; Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Korey,

We did not receive demo plans, we typically do not. The description was straight forward and only included the pedestrian walks connecting the three buildings.

- a. Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista
- b. All conduit work for rerouting the low voltage data lines is complete. We would like to continue with pulling the low voltage single mode and multi-mode lines located in the Commons Building.
- c. Complete the installation of the transformer and temporary power.

- d. Bore in the conduits from the Commons building to the Vision building to facilitate the communication and generator backup.
- e. Upgrade building temperature control system in the Commons building.
- f. Complete the installation of the temporary loading dock work.

We will require an additional permit for these items and will not release the current demo permit until an agreement is reached.

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>

Sent: Wednesday, September 3, 2025 2:43 PM

To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>

Subject: Re: MSFT Fargo - Horizon Building Decommissioning

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Shawn,

Horizon Holdings has consented to the work outlined in the e-mail we forwarded, but that did not include the work related to the Horizons/Commons connections as we need more time to review those plans. I don't think we are on the same page on Item #2 in Don's e-mail which was not referenced in the original e-mail. I'll leave it to you if they need to separate out those permits or the best way to proceed on that end, but we just need some

more time to make sure we are comfortable with the plans we were provided with late last week. It might be helpful if we had a chance to review the plans provided in connection with the "demo permit" as it seems that the permit contemplates a number of items beyond what would be considered "demo".

I also want to reiterate that we have not reached any agreement on the lot line issue.

Thanks,
Korey
Korey Kallstrom

General Counsel

Axis Property Management LLC

2000 44th St S, Ste 202, Fargo, ND 58103

Korey.kallstrom@axisproperties.com

Office: 701.478.9660

Cell: 320.493.6822

From: Shawn Ouradnik <SOuradnik@FargoND.gov>
Sent: Wednesday, September 3, 2025 1:38 PM
To: Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Korey Kallstrom <Korey.Kallstrom@axisproperties.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com <Shelley.Boyle@jll.com>; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Don and Patrick,

If this is acceptable to all I will release the permit but I will need the both of you to confirm it by answering this email.

Shawn Ouradnik
Inspections Director
City of Fargo, Inspections Department
D 701.476.4147
F 701.476.6779
SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Jenkins, Don <Don.Jenkins@colliers.com>
Sent: Wednesday, September 3, 2025 10:23 AM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

Thanks for reaching out. The work that needs to be completed by 12/31/25 is the work to separate the Horizon building from the rest of the campus. That work consists of removal of the link between Horizon and Vista and connections, Removal of the link between Horizon and Commons and connections and misc. site work.

- 1. Removal of work between Horizon and Vista and connections** – this consists of removal of the physical structure and disconnecting and capping of the sprinkler service that fed the link from the Horizon system. This work proceeded with the demolition permit, and we have now taken down the link structure. The remaining work is removal of pier foundations, clean up of the stoop at Horizon and replacement of damaged aluminum panels at the Horizon building. We would like to continue with this work to make sure it is complete on time.
- 2. Removal of link between Horizon and the Commons building and connections** - this consists of removal of a 2-story connecting link and an approximately 300 SF one story brick building connected to the link. On the Horizon building side, it is a straightforward connection as this was a standalone building. We will be repairing doors and replacing aluminum clad panels. On the Commons building side we need to build a foundation to support the work to close the Commons building wall.

The connection portion is more difficult here as the Commons building electrical and communications are fed from Horizon. We need to provide new feeds to allow for demolition of the link. For the communications we are bringing a new circuit from the manhole that sits outside the building. The raceway has been brought in, and we now need pull cable and connect. For power, the original plan was to build the

expansion on the Commons building which includes a new electrical room for the service. Because we have not been able to start the addition, we have talked with Scott County electric, and they are planning to set a temporary transformer to power the building and allow us to demo the link. We will run on temporary power only until we can proceed with the Commons building addition.

3. **Misc. Site Work** – This work consists of landscaping restoration and the separation of the irrigation system. There is a small section of lawn in front of the Horizon building that is Microsoft property but is fed from the Horizon building. We will reconnect those heads into the Vista building system.

In summary, we would like to finish the demolition work for the Vista link, finish installing the new and temporary connections so we can demo the Commons link and close up the Horizon building, and complete the site restoration work.

I realize this is a long explanation, but it is a bit complicated. I am happy to get on a call to explain if you have further questions.

Don

Don Jenkins

Senior Director | Project Management

don.jenkins@colliers.com | Mobile: +1 708 945 1708



From: Shawn Ouradnik <SOuradnik@FargoND.gov>

Sent: Wednesday, September 3, 2025 10:01 AM

To: Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Don and Patrick,

My confusion lies in the list you sent. Specifically the statement "Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista". I want to make sure that if I release the permit to continue work that this statement is accurate. To me it looks like it is inline with the original scope of work that I sent you. Can you please clarify this point.

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Jenkins, Don <Don.Jenkins@colliers.com>
Sent: Tuesday, September 2, 2025 4:22 PM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

I also verified with our contractor that all electrical wiring certs are/were pulled under the permitting already in place with the city.

Don

Don Jenkins
Senior Director | Project Management
don.jenkins@colliers.com | Mobile: +1 708 945 1708



From: Shawn Ouradnik <SOuradnik@FargoND.gov>
Sent: Tuesday, September 2, 2025 4:09 PM
To: Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>; Jenkins, Don <Don.Jenkins@colliers.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Patrick,

The original remodel permit to remove the removal of the pedestrian walkways was submitted as this:

1. Removal of the connection building link between Vista and Horizon and associated connections
2. Removal of the connection building link Commons and Horizons and associated connections
3. All restoration work associated with the enclosure and exterior finishes of the existing building façade of Commons and Horizon.
4. Interior demolition for the new security and facility office area
5. Interior demolition of the existing serving line in the cafeteria.

It appears as if there are some added items through this agreement. Are you agreeing to the original scope of work plus the added items? Also there will need to be additional permits for the electrical work and they will need to contact the State Electrical Board to see if they will need to have a wiring cert for the low voltage. I will also need information on the temporary loading dock, this was not in the original scope of work. Please let me know if this is correct so we can allow the work to continue.

Thank you,

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Patrick Vesey <patrick.vesey@goldmark.com>

Sent: Friday, August 29, 2025 5:43 PM

To: Shawn Ouradnik <SOuradnik@FargoND.gov>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>; Jenkins, Don <Don.Jenkins@colliers.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Shawn,

Don forwarded me the message below outlining what they would like to continue to do while we review the plans that they provided us on 8/27/25. We do not want to hold them up regarding the work that they need to complete on their property so we are making sure you are aware that we do not have any issues with what they want to continue with regarding the items outlined below.

Sincerely,

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Jenkins, Don <Don.Jenkins@colliers.com>
Sent: Friday, August 29, 2025 10:26 AM
To: Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: MSFT Fargo - Horizon Building Decommissioning

EXTERNAL

Patrick,

Thank you for your time yesterday. It was very helpful and a good step forward. Below are some answers that I owe you after our meeting:

1. I have spoken with MSFT and we agree to remove the furniture in the Horizon building.
2. I have also spoken with the contractor and following are the items we would like to resume working on as soon as possible:
 - a. Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista
 - b. All conduit work for rerouting the low voltage data lines is complete. We would like to continue with pulling the low voltage single mode and multi-mode lines located in the Commons Building.
 - c. Complete the installation of the transformer and temporary power.
 - d. Bore in the conduits from the Commons building to the Vision building to

- facilitate the communication and generator backup.
 - e. Upgrade building temperature control system in the Commons building.
 - f. Complete the installation of the temporary loading dock work.
3. I also checked on our engineer because I know they had been in Fargo for a long while. CMTA is the name of the firm that purchased Obermiller Nelson. The engineers are all the same, just a new business card. I worked with Obermiller Nelson about 8 years ago when we did some remodeling of the Vista building and had reasonably good luck.

Please let me know if there are any questions or concerns as you review the drawings and if necessary, I will be glad to connect your team with our architect and engineers. Also, please advise what I need to do to get work started again.

Tim tells me you are headed to Italy soon. It is a beautiful country. Rome, Florence and all the big cities are wonderful but hopefully you have some time to spend in the countryside. My wife and I went and I think I put on 20 pounds.

Thanks again,

Don

Don Jenkins

Senior Director | Project Management

71 S, Wacker Dr, Ste. 3700, Chicago, IL 60606

don.jenkins@colliers.com | Mobile: +1 708 945 1708

[Chicago Project Management Team | Colliers](#)



Exhibit 5



September 30, 2025

Shawn Ouradnik
Inspections Director
City of Fargo
225 4th Avenue N
Fargo, ND 58102

Re: Microsoft Fargo Campus Demolition Permit (2507-0044-REN)

Dear Mr. Ouradnik:

On August 27, 2025, the City issued a stop work order concerning the above-referenced permit and requested confirmation from all parties owning any buildings involved in the permitted work that they consent to the work described in the permit. The parties have discussed the work described in the permit and all parties consent to the work described therein. We respectfully request that the City immediately rescind the stop work order so that Microsoft can proceed with completing the work for the benefit of both parties. Time is of the essence; therefore, please confirm in writing that the work may proceed upon receipt of this confirmation. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Fleury".

Ryan Fleury
Microsoft Corporation

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Vesey".

Patrick Vesey
~~Goldmark Commercial Real Estate, Inc.~~
Horizon Holdings LLP

Cc: Robert Smith, K&L Gates
Korey Kallstrom, Axis Property Management
Nancy Morris, Serkland Law Firm

Exhibit 6



City of Fargo
Inspections Department
225 4th Street N, Fargo, ND 58102
701.241.1561
www.FargoND.gov

Addition Permit

Permit Type:	Addition	Permit Number:	2504-0528-ADD
Address:	3900 Great Plains Dr S	Establishment:	Microsoft Horizons Building
Parcel Number:	01-5010-00201-000	Date Issued:	10/17/2025
Construction Value:	\$3,000,000.00	Total Area (ft²):	53,178.00
Special Flood Hazard:	Yes	Flood Protection Elevation:	
Occupancy Group:	B Business	Type of Construction:	IIB

Description of Work:

• CONSTRUCTION OF A NEW BRICK VENEER EXTERIOR ENCLOSURE WHERE COMMONS/HORIZON CONNECTING CORRIDOR HAS BEEN REMOVED

- This work will be at the 4550 42 St S, (Commons Building) Building. CONSTRUCTION OF A NEW 1,883 SF ONE-STORY COMMONS BUILDING ADDITION FOR LOADING, SHIPPING/RECEIVING, TRASH/RECYCLING AND ELECTRICAL ROOM TO ACCOMMODATE SEPARATION OF SERVICES
- REDUCTION OF EXISTING COMMONS BUILDING BREAKROOM AND SERVERY SPACE TO ACCOMMODATE NEW STORAGE AND OFFICE SPACE
- REMOVAL OF EXISTING COMMONS BUILDING COMPANY STORE TO ACCOMMODATE NEW STORAGE AND OFFICE SPACE
- RECONFIGURATION OF EXISTING VISION BUILDING PRINT/COPY SPACES TO ACCOMMODATE NEW STORAGE ROOMS

Applicant	HOK
Web Administrator	HOK
Parcel Owner	Horizon Holdings LLP
Lead Staff Assigned	Doug Desotel
General Contractor:	Gehrtz Construction Services

Total Permit Fees: 14157.3700

Conditions:

1. For stormwater purposes, the additional pavement will be noted as about 0.2 acres and will be added to stormwater calculations when the next project is in process.

It is the responsibility of the permit holder to verify the existence of any covenants or easements on this property. Special Flood Hazard Permits shall be constructed in accordance to the Flood Proofing Code of the City of Fargo. Issuance of this permit shall not imply approval for any future work not identified on this permit or permit

application. All work to comply with all applicable requirements of the City of Fargo including the 2021 Fargo Building Code.

Approved By: Doug Desotel

***Note: This permit becomes void if construction is not begun, is suspended or abandoned within 180 days at any time after work is commenced.

Building Permit Acknowledgments

1. I understand and certify that issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

2. Through application for and acceptance of this building permit the permit applicant/holder/owner understands and agrees that the City will conduct periodic observations of construction, but that such observation or review of plans and/or construction does not constitute either explicit or implied certification that the plans and/or construction comply with City Codes or any other applicable requirements. The permit applicant/holder/owner at all times remains responsible for ensuring that the construction, plans, and specifications comply with all requirements of all City Codes and other applicable requirements. The City will not provide continuous on-site observation of construction, and disclaims any responsibility for defects in materials or workmanship.

3. The City encourages and recommends the permit applicant/holder/owner hire a private, on-site inspector or other professional as the applicant/holder/owner deems necessary in order to ensure that all aspects of the plans and/or construction comply with applicable codes and all other requirements.

AS PERMIT APPLICANT, I ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF THE ABOVE STATEMENTS AND CONDITIONS

APPLICANT
SIGNATURE:

DATE:

Required Commercial Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

A separate plan review may be required.

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Concrete slab inspection - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when structural components are complete and prior to concealing with insulation or finishes. NOTE: This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.

Energy/Insulation inspection - See table on the back of this form for requirements.

Shear wall - For wood frame, 3 story buildings - Call when shear walls are complete, including required sheathing.

Lath and/or gypsum wallboard inspection - Call when gypsum/wallboard is installed but prior to the application of joint and fastener treatments.

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 241-1564

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 241-1565

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection – Call when all fixtures are installed and the project is complete.

ZONING INSPECTIONS: 241-1561

A separate Land Development Code review may be required.

Site Inspection – Call when all required landscaping has been completed.

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE 402.1.3
BUILDING ENVELOPE REQUIREMENTS – OPAQUE ASSEMBLIES
Climate Zone 6A for Cass County, North Dakota

	All Other	Group R
Roofs		
Insulation entirely above deck	R-35ci	R-30ci
Metal Buildings (with R-5 thermal blocks ^{a, b})	R-30 + R-11 LS	R-30 + R-11 LS
Attic and other	R-49	R-49
Walls, Above Grade		
Mass	R-15.2ci	R-15.2ci
Metal Building ^b	R-13 + R-13ci	R-13 + R-14ci
Metal Framed	R-13 + R-7.5ci	R-13 + R-12.5ci
Wood framed and other	R13 + R7.5ci or R-20+R-3.8ci	R13 + R7.5ci or R-20 + R-3.8ci
Walls, Below Grade		
Below grade wall ^d	R-10ci	R-15ci
Floors		
Mass	R-15ci	R-16.7ci
Joist/Framing (steel/wood)	R30 f	R-38
Slab-on-Grade Floors		
Unheated slabs	R-15 for 24 in. below	R-20 for 24 in. below
Heated slabs	R-20 for 24 in. below	R-20 for 48 in. below

For SI: 1 inch=25.4 mm. ci = continuous insulation. NR = No Requirement, LS = Liner system

- a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A
- b. When using *R*-value compliance method, a thermal spacer block is required, otherwise use the *U*-factor compliance method. [see Tables 502.1.2 and 5402.2(2)]
- c. R-5.7 ci is allowed to be substituted with concrete block walls complying with ASTM C 90, ungrouted or partially grouted at 32 inches or less on center vertically and 48 inches or less on center horizontally, with ungrouted cores filled with material having a maximum thermal conductivity of 0.44 Btu-in./hr · ft² · °F
- d. When heated slabs are placed below grade, below-grade walls must meet the exterior insulation requirements for perimeter insulation according to the heated slab-on-grade construction
- e. “mass floors” shall include floors weighing not less than:
 - 1. 35 pounds per square foot of the floor surface area; or
 - 2. 25 pounds per square foot of floor surface area where the material weight is not more than 120 pounds per cubic foot.

Required Residential Inspections

Request inspections via our on-line portal: permits.fargond.gov

BUILDING INSPECTIONS: 241-1561

Footing inspection - Call when footing forms and reinforcing are in place but prior to the placement of any concrete.

Foundation wall inspection - Call when wall forms are complete and all reinforcing is in place but prior to the placement of any concrete.

Waterproofing – Must be called in prior to backfill

Drain Tile – Must be called in prior to backfill, may be done at the same time as the waterproofing inspection.

Floodproofing Inspections –

- **Basement Floor** - Call when forms, vapor barrier, and reinforcing are in place but prior to the placement of any concrete.
- **Floor bracing inspection** – Call when floor truss/joist bracing has been installed but before the wall sheathing around the rim is in place.
- **Concrete slab inspection** - Call when forms and reinforcing are in place but prior to the placement of any concrete.

Framing (intermediate) inspection - Call when framing components are complete and prior to concealing with insulation or finishes.

NOTE: *This inspection may not be called for until required electrical, plumbing and mechanical inspections have been complete and work approved.*

Portal/wall bracing inspection – When any required blocking and fasteners are installed but *before* house wrap is in place.

Insulation inspection - See table on the back of this form for requirements (Climate Zone 7 and 8).

Final inspection - Call when project is complete but prior to occupying the structure if new construction.

MECHANICAL INSPECTIONS: 476-6702

A separate mechanical permit is required.

Gas line inspection - When gas line air pressure test has been begun and is holding at test pressure.

Final mechanical inspection - When all mechanical equipment including all venting and ductwork has been installed and prior to concealing any venting or ductwork.

ELECTRICAL INSPECTIONS: 476-6626

A separate electrical permit is required.

Temporary service - Call when temporary service and support pole have been installed.

Permanent service - Call when electrical panel is installed.

Rough-in inspection - Call when electrical wiring is completed but prior to covering wiring with either insulation or finishes.

Final Electrical inspection – Call when the electrical portion of the project is complete.

PLUMBING INSPECTIONS: 241-1560

A separate plumbing permit is required.

Sewer inspection - Call when new or replacement sewer is installed.

Ground work inspection - Call when below floor plumbing lines are installed and pressure test is on.

Waste and vent inspection - Call when all plumbing drains and vents have been installed and pressure test is on but prior to concealing any piping with insulation or sheetrock.

Final Plumbing inspection - Call when all fixtures are installed and the project is complete

NOTE: While this list represents the “required” inspections, inspectors will make additional inspections at the request of the permit holder if questions arise which necessitate an on-site visit. Failure by the permit holder to make sure that all required inspections are complete may result in the withholding of the Certificate of Occupancy for the project. This could complicate financing, refinancing, or resale of your property.

TABLE N1102.1

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION <i>U</i> -FACTOR	SKYLIGHT ^b <i>U</i> -FACTOR	GLAZED FENESTRATION SHGC	CEILING <i>R</i> -VALUE	WOOD FRAME WALL <i>R</i> -VALUE	MASS WALL <i>R</i> -VALUE ^k	FLOOR <i>R</i> -VALUE	BASEMENT ^c WALL <i>R</i> -VALUE	SLAB ^d <i>R</i> -VALUE AND DEPTH	CRAWL SPACE ^c WALL <i>R</i> -VALUE
1	1.2	0.75	0.35 ⁱ	30	13	3/4	13	0	0	0
2	0.65 ⁱ	0.75	0.35 ⁱ	30	13	4/6	13	0	0	0
3	0.50 ⁱ	0.65	0.35 ^{e, j}	30	13	5/8	19	5/13 ^f	0	5ci or 13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10ci, 2 ft.	10ci or 13
5 and Marine 4	0.35	0.60	NR	38	20 or 13 + 5 ^h	13/17	30 ^f	10/13	10ci, 2 ft.	15ci or 19
6	0.32	0.60	NR	49	21 or 13 + 5ci ^h	15/19	30 ^g	10ci or 15	10ci, 4 ft.	10ci or 13
7 and 8	0.30	0.55	NR	60	20+5 c.i.	19/21	38	15ci or 19	10ci, 4 ft.	15ci or 19

a. *R*-values are minimums. *U*-factors and solar heat gain coefficient (SHGC) are maximums. R-19 batts compressed in to nominal 2"x6" framing cavity such that the *R*-value is reduced by R-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.

b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. The first *R*-value applies to continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.

d. R-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less, in zones 1 through 3 for heated slabs.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in warm-humid locations as defined by Figure N1101.2 and Table N1101.2.

g. Or insulation sufficient to fill the framing cavity, R-19 minimum.

h. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.

i. For impact-rated fenestration complying with Section R301.2.1.2, the maximum *U*-factor shall be 0.75 in zone 2 and 0.65 in zone 3.

j. For impact-resistant fenestration complying with Section R301.2.1.2 of the *International Residential Code*, the maximum SHGC shall be 0.40.

k. The second *R*-value applies when more than half the insulation is on the interior.



INSPECTIONS DIVISION

INSPECTION SIGN-OFF CARD

ADDRESS 3900 Great Plains Dr S

PERMIT 2504-0528-ADD

****NO WORK ON ANY FLOOR MAY BE COVERED UNTIL ALL SIGNATURES FOR THAT FLOOR APPEAR ON THIS CARD.**

****THIS CARD MUST BE POSTED IN THE ELECTRIC PANEL ROOM OF THE LOWEST FLOOR OF EACH BUILDING.**

	Lower Level	1 st Floor	2 nd Floor	3 rd Floor	Final
Plumbing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Electrical	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Mechanical (HVAC)	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed

ABOVE MUST BE SIGNED PRIOR TO FRAMING INSPECTION FOR EACH FLOOR

Framing	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed
Energy	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	Comments: _____ Completed	_____ Completed

Exhibit 7

Robert M. Smith
Partner
Robert.Smith@klgates.com

October 28, 2025

T +1 206 370 5743
F +1 203 370 6271

Nancy Morris
Assistant City Attorney
City of Fargo
10 Roberts Street North
Fargo, ND 58102

Re: Microsoft Fargo Commons Building Improvements

Dear Ms. Morris:

This letter is written on behalf of Microsoft Corporation responding to certain allegations made in an October 27, 2025 email from Korey Kallstrom to your office. As noted below, Mr. Kallstrom's email contains several factual inaccuracies concerning the conversations between Microsoft and the landlord of the neighboring property, Horizon Holdings, LLP. The communication provides no basis for modifying the validly-issued building permits recently issued by the City of Fargo and the City should not take the landlord's invitation to interfere in what is an ongoing real estate negotiation concerning Microsoft's efforts to end its lease and vacate its occupancy in the Horizon building, in which Horizon Holdings, LLP continues to make inappropriate demands not supported by the underlying lease.

Microsoft is currently working to vacate the premises by December 31, 2025 and any interference or stoppage by the City will not only jeopardize Microsoft's work to comply with this deadline but would also frustrate its capability to transfer its operations to its existing Commons building without interruption. Therefore, as further described below, we respectfully request that the City take no action concerning Horizon Holdings' allegations and allow Microsoft and Horizon Holdings to continue to resolve any outstanding real estate and contractual issues between themselves.

A. Microsoft Has Been in Continuous Discussions with Horizon Holdings Concerning its Plans and Horizon Holdings Approved the Plans in Question

Microsoft first notified Horizon Holdings of its intention to terminate its lease and vacate the Horizon building on February 25, 2025, at which time it discussed its specific plans with

Horizon Holdings concerning the demolition of the connector between the two buildings and other work needed to decommission its occupancy of the building consistent with its lease obligations. Horizon Holdings raised no objections, confirming on April 4, 2025 that “generality that outline provided regarding the scope of work is consistent with the terms of lease.” See Attachment A. Microsoft sent all plans submitted to the City for review by Horizon Holdings on August 27, 2025 and did a walkthrough of the site with Horizon Holdings representatives. They acknowledged receipt of the plans and said they would review. In September 2025, Horizon Holdings requested that Microsoft “buy their building to make the problems go away.” Microsoft declined this offer. On September 17, 2025, on a call with Microsoft, Horizon Holdings confirmed that they had reviewed all plans and did not have any remaining issues. Horizon Holdings also did not raise any issues on the following call with the City and Microsoft on September 19, 2025. No issues were raised on the follow-up call between Microsoft and Horizon Holdings on September 23, 2025. As you are aware, Horizon Holdings and Microsoft mutually agreed to a lift of the stop work order concerning the demolition work on September 30, 2025.

On October 15, 2025, Mr. Kallstrom alerted Microsoft that “an electrical transformer and pad has been installed for the Commons building that encroaches onto the Horizon parcel.” Contrary to Mr. Kallstrom’s email, Microsoft immediately responded. As shown in Attachment B, Microsoft responded the next day: “Thank you for your email. We have coordinated with Microsoft’s project team and alerted them that they need to move the transformer. They are working with Cass County to move it and we will provide an update on the timeline for relocation once we get that confirmed with Cass County.” This email receipt was confirmed by Mr. Kallstrom on October 20, 2025. In fact, Microsoft is already engaged in the work needed to relocate the transformer. The plans showing the relocated transformer are attached as Attachment C and the work is anticipated to be completed on October 31, 2025.

On October 20, 2025, Mr. Kallstrom emailed alleging to further encroachments onto Horizon property. On October 24, 2025, Mr. Kallstrom called me inquiring as to a response. I told him that Microsoft was investigating the alleged encroachments but that to do so, Microsoft would need to have a surveyor evaluate the issue, and that Microsoft had engaged a surveyor to take a look this week. As shown in Attachment D, the Commons building is subject to a perpetual easement in favor of Microsoft that covers the portion that extends over the lot line. Microsoft is promptly investigating whether there is any portion of the building that is not covered by this perpetual easement; such an investigation requires that a surveyor delineate the boundaries in relation to the existing building. Mr. Kallstrom raised no objection to the proposed plan.¹ Once the surveyor provides his analysis, we anticipate following up with Horizon Holdings should there be any need to address potential encroachments.

While Horizon Holdings brashly asserts that “Microsoft likely failed to provide proper building plans to the City of Fargo in 2008 when it constructed the Commons Building as even as

¹ Note that there are a number of utilities used by Horizon Holdings that run through Microsoft’s property, as well as an access road maintained by Microsoft. This is a complicated issue that is best discussed between the parties without needlessly involving City staff.

late as 2012, Microsoft was under the impression that the Commons Building did not encroach onto the Horizon Parcel,” it provides absolutely no basis for this assertion and, regardless, any such encroachment was resolved upon execution of the above-referenced easement.

Contrary to Horizon Holdings’ email, it has been involved at every step of Microsoft’s proposed plans and Microsoft has promptly responded to each and every concern raised by Horizon Holdings during this process, going above and beyond that required pursuant to its lease obligations.

B. Microsoft’s Plans Fully Comply with the City Land Development Code and Building Code

As further detailed in our previous letter to the City dated October 9, 2025, Microsoft’s plans comply with all City code requirements. The City generally agreed with this position, issuing the requested permits on October 17, 2025. Horizon Holdings’ email provides no basis for changing that determination. The email makes no claim based upon the City Land Development Code, Building Code, or Fire Code that the City’s issuance of the permits was improper. There is no citation to any code section nor legal argument—just argument that Horizon Holdings does not like the result. In fact, Microsoft made the same argument concerning code compliance advanced by Horizon Holdings—that the lot line was legally established by deed in compliance with City Land Development Code requirements.

Horizon Holdings argues that the proposed improvements do not comply with Building Code requirements. It cites no support in the Building Code for this position. As detailed in our previous letter, the proposed improvements are in full compliance. As noted therein, the requirements previously referenced by the City apply to new buildings, not existing buildings. Microsoft’s proposed work does not involve any structural changes or expansion of the existing Commons building that is covered by the existing easement. To the extent that these regulations are relevant, Building Code Section 705.5 requires drawing an imaginary line in relation to the existing building to determine compliance. Horizon Holdings makes no argument that Microsoft’s calculations made pursuant to this section are incorrect. While Horizon Holdings argues, that “it does not consent to the imaginary lot line to the extent that it extends beyond the easement area,” its consent is immaterial—it is the methodology required to be used by the City’s Building Code (to the extent that the analysis is relevant at all). Further, the imaginary lot line is only used to determine compliance with Building Code and Fire Code requirements. It does not move the lot line or otherwise affect Horizon Holdings. It is only used (if at all) to determine compliance with *Microsoft’s* compliance with Building Code requirements on *its* building. Any evaluation of Horizon Holdings’ compliance for any proposed future improvements to the Horizon building would be properly evaluated by the City on its own merits at the time of any such building application.

Horizon Holdings also argues that “any exterior wall of the Commons Building that encroaches onto the Horizon Parcel should be considered a zero-lot line wall.” This is inconsistent with the City’s own analysis of the proper methodology to evaluate the structure’s consistency with Building Code requirements. The City previously confirmed that the relevant sections were

2021 International Building Code Sections 705 and 706. As discussed in our previous letter, Microsoft's plans comply with Sections 705 and 706. As noted in Mr. Ouradnik's October 16, 2025 memorandum, "[d]eed ownership transfers, tax lot lines and the general creation of parcels for any purpose are not elements that are considered in the LDC for the purposes of determining compliance or the ability to build. Those factors are unrelated to the oversight of land development regulations." The City has already confirmed that these elements, raised again in the context of Horizon Holdings' email, are not germane to the City's issuance of building permits.

Further, any such request from Horizon Holdings is procedurally improper. The building permits were validly issued by the City. The City has no appeal process for third parties to appeal issuance of building permits, which is essentially what Horizon Holdings is seeking through its email. Any such requests should be rejected by the City as both procedurally improper and substantively incorrect.

C. Conclusion

As noted above, Microsoft and Horizon Holdings are engaged in contractual and real estate negotiations concerning the expiration of Microsoft's lease of the Horizon building and vacation of that building. Microsoft has already communicated to Horizon Holdings that it is evaluating the alleged encroachments and, should there be any such encroachment, Microsoft is hopeful that it can work cooperatively with Horizon Holdings to resolve any such issues. The building permits in question do not modify or expand any such encroachment. Therefore, this is a contractual and real estate issue best resolved between the parties without involvement by City staff. We will continue to keep staff apprised of those negotiations to the extent necessary. We are willing to discuss should the City have any further questions. Thank you for your time and consideration.

Yours sincerely,



Robert M. Smith
Partner

RMS

Cc: Shawn Ouradnik, City of Fargo Inspections Director
Alissa Farol, City of Fargo Assistant City Attorney
Korey Kallstrom

Attachment A

From: [Ginkel, Brian](#)
To: "Patrick Vesey"
Cc: [Carolina Baasch \(JONES LANG LASALLE AMERICAS INC\)](#)
Subject: RE: MSFT - Horizon (Fargo)
Attachments: [image001.png](#)
[Fargo Horizon Decommisioning 2 25 25.docx](#)

Patrick –

Thanks for the note. However, I'm a bit confused on the 'we will review the MOU once provided...'? That is what I sent in the original doc that outlines the scope of work we plan to execute on vacancy (attached).

Let me know if I am missing something or you are expecting something else.

Thanks,

Brian

Brian K. Ginkel, CCIM, MCR
Executive Managing Director|Practice Lead
JLL|Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey
Sent: Friday, April 4, 2025 2:33 PM
To: Ginkel, Brian
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Brian,

Upon review, we feel in generality that outline provided regarding the scope of work is consistent with the terms of lease. We will review the MOU once provided and make edits where deemed necessary.

Sincerely,

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>
Sent: Tuesday, February 25, 2025 5:27 PM
To: Patrick Vesey <Patrick.Vesey@goldmark.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)
Importance: High

EXTERNAL

Please find attached with updated address.

Best,

Brian

Brian K. Ginkel, CCIM, MCR
Executive Managing Director|Practice Lead

JLL | Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey <Patrick.Vesey@goldmark.com>
Sent: Tuesday, February 25, 2025 5:21 PM
To: Ginkel, Brian <Brian.Ginkel@jll.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Correct and resend.

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>
Sent: Tuesday, February 25, 2025 5:21 PM
To: Patrick Vesey <Patrick.Vesey@goldmark.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

EXTERNAL

Ok. Apologies for that. Are you able to edit or do you want me to correct and resend?
BKG

Brian K. Ginkel, CCIM, MCR
Executive Managing Director | Practice Lead
JLL | Minneapolis
C: 612-770-0433
brian.ginkel@jll.com

From: Patrick Vesey <Patrick.Vesey@goldmark.com>
Sent: Tuesday, February 25, 2025 5:19 PM
To: Ginkel, Brian <Brian.Ginkel@jll.com>
Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>
Subject: RE: MSFT - Horizon (Fargo)

Caution: Message from external sender

Hi Brian,
Received, the address provided within the letter is incorrect.
Horizon Holdings LLP
PO Box 10541
Fargo, ND 58106-0541
Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103

701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Ginkel, Brian <Brian.Ginkel@jll.com>

Sent: Tuesday, February 25, 2025 5:16 PM

To: Patrick Vesey <Patrick.Vesey@goldmark.com>

Cc: Carolina Baasch (JONES LANG LASALLE AMERICAS INC) <v-cabaas@microsoft.com>

Subject: MSFT - Horizon (Fargo)

EXTERNAL

Patrick –

I hope you're well. I was just up in Fargo for the Squirt International tourney last weekend! Good times...

I know you and Steve connected, and unfortunately MSFT has finally decided that they will not be needing Horizon in the future. They are dramatically downsizing (like elsewhere in the US) and will vacate at the end of their lease. Attached, please find the decommissioning/restoration MOU from Microsoft for the Horizon lease. This is our understanding per MSFT's legal review of the lease and inherent knowledge of the premises when taken.

Let me know your thoughts and/or if you have any questions once you review. Happy to discuss.

Best regards,

Brian

Brian K. Ginkel, CCIM, MCR

Executive Managing Director | Practice Lead

JLL | Minneapolis

250 Nicollet Mall | Suite 1000

Minneapolis, MN 55402

O: 612 217 5127 // C: 612 770 0433

brian.ginkel@jll.com

<https://www.linkedin.com/in/brianginkel/>



[One of the 2024 World's Most Ethical Companies®](#)

Jones Lang LaSalle

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Attachment B

From: [Smith, Robert M.](#)
To: [Korey Kallstrom](#); [Patrick Vesey](#)
Cc: [Ryan Fleury](#); [Royce, Charles H.](#); [Mike Behn](#); [Smith, Robert M.](#)
Subject: RE: MSFT Fargo - Encroaching Transformer
Date: Thursday, October 16, 2025 9:24:02 AM
Attachments: [image001.png](#)
[image002.png](#)

Korey,

Thank you for your email. We have coordinated with Microsoft's project team and alerted them that they need to move the transformer. They are working with Cass County to move it and we will provide an update on the timeline for relocation once we get that confirmed with Cass County.

Robert

From: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>
Sent: Wednesday, October 15, 2025 3:24 PM
To: Smith, Robert M. <Robert.Smith@klgates.com>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Ryan Fleury <ryfleury@microsoft.com>; Royce, Charles H. <charles.royce@klgates.com>; Mike Behn <mike.behn@microsoft.com>
Subject: MSFT Fargo - Encroaching Transformer

This Message Is From an External Sender

This message came from outside your organization.

Robert,

We learned today that an electrical transformer and pad has been installed for the Commons building that encroaches onto the Horizon parcel. It does look like the transformer and pad are shown on the drawing we were provided by Don Jenkins back in September; however, that particular page of the plans did not show the property lines. In any event, our review of the plans was limited to the work to be performed on the Horizon building in order to bring it back to original condition as contemplated by the Lease and Easement and we want to be clear that Horizon Holdings LLP is not consenting to any encroachments that may be shown in the plan set including, but not limited to the transformer and pad. My understanding is that the transformer has not yet been hooked up and so we wanted to reach out to make sure that was caught prior to the contractor doing so as it will need to be moved.

Regards,
Korey

Korey Kallstrom
General Counsel
Axis Property Management LLC
2000 44th St S, Ste 202, Fargo, ND 58103

Korey.kallstrom@axisproperties.com

Office: 701.478.9660

Cell: 320.493.6822

From: Smith, Robert M. <Robert.Smith@klgates.com>

Sent: Tuesday, September 30, 2025 11:53 AM

To: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Ryan Fleury <ryfleury@microsoft.com>; Royce, Charles H. <charles.royce@klgates.com>; Mike Behn <mike.behn@microsoft.com>; Smith, Robert M. <Robert.Smith@klgates.com>

Subject: FW: MSFT Fargo - Horizon Building Decommissioning

Importance: High

Korey and Patrick,

Attached is a letter responding to Shawn's email below, which basically takes Korey's previous email and puts it in letter form. Please include the appropriate letterhead and execute. We would like to get this to the City today to lift the stop work order. As you are aware, time is of the essence to get the order lifted to complete the demolition work so that Microsoft can exit the building on time. Thank you.

Robert

From: Shawn Ouradnik <SOuradnik@FargoND.gov>

Sent: Monday, September 29, 2025 11:22 AM

To: Smith, Robert M. <Robert.Smith@klgates.com>; Nancy Morris <nmorris@serklandlaw.com>

Cc: Ryan Fleury <ryfleury@microsoft.com>; Royce, Charles H. <charles.royce@klgates.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Mr. Smith,

We can lift the stop work order for the demo permit and work can restart now. We would like a signed agreement from both parties so we have more than a email record of the agreement.

Thank you,

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Smith, Robert M. <Robert.Smith@klgates.com>
Sent: Monday, September 29, 2025 11:07 AM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Nancy Morris <nmorris@serklandlaw.com>
Cc: Ryan Fleury <ryfleury@microsoft.com>; Royce, Charles H. <charles.royce@klgates.com>; Smith, Robert M. <Robert.Smith@klgates.com>
Subject: FW: MSFT Fargo - Horizon Building Decommissioning

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Shawn and Nancy,

Based upon our discussion on 9/19, we understood that the City would lift the stop work order concerning the demolition work once it received the below email from the landlord. Microsoft's project team has informed us that has not happened. Please lift the stop work order so that Microsoft can resume the work as soon as possible. Thank you.



Robert M. Smith
Partner
K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, Washington 98104
Phone: (206) 370-5743
Fax: (206) 370-6271
Pronouns: he/him
Robert.Smith@klgates.com
www.klgates.com

From: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>
Sent: Friday, September 19, 2025 12:30 PM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>; Smith, Robert M. <Robert.Smith@klgates.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Shawn,

Horizon Holdings consents to the release of the demo permit a copy of which is attached. Please let me know if you need anything else or have any additional questions.

Thanks,
Korey

Korey Kallstrom
General Counsel
Axis Property Management LLC
2000 44th St S, Ste 202, Fargo, ND 58103
Korey.kallstrom@axisproperties.com
Office: 701.478.9660
Cell: 320.493.6822

From: Shawn Ouradnik <SOuradnik@FargoND.gov>
Sent: Wednesday, September 3, 2025 3:14 PM
To: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>; Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Korey,

We did not receive demo plans, we typically do not. The description was straight forward and only included the pedestrian walks connecting the three buildings.

- a. Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista
- b. All conduit work for rerouting the low voltage data lines is complete. We would like to continue with pulling the low voltage single mode and multi-mode lines located in the Commons Building.
- c. Complete the installation of the transformer and temporary power.
- d. Bore in the conduits from the Commons building to the Vision building to facilitate the communication and generator backup.
- e. Upgrade building temperature control system in the Commons building.
- f. Complete the installation of the temporary loading dock work.

We will require an additional permit for these items and will not release the current demo permit until an agreement is reached.

Shawn Ouradnik

Inspections Director
City of Fargo, Inspections Department
D 701.476.4147
F 701.476.6779
SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Korey Kallstrom <Korey.Kallstrom@axisproperties.com>
Sent: Wednesday, September 3, 2025 2:43 PM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: Re: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

Horizon Holdings has consented to the work outlined in the e-mail we forwarded, but that did not include the work related to the Horizons/Commons connections as we need more time to review those plans. I don't think we are on the same page on Item #2 in Don's e-mail which was not referenced in the original e-mail. I'll leave it to you if they need to separate out those permits or the best way to proceed on that end, but we just need some more time to make sure we are comfortable with the plans we were provided with late last week. It might be helpful if we had a chance to review the plans provided in connection with the "demo permit" as it seems that the permit contemplates a number of items beyond what would be considered "demo".

I also want to reiterate that we have not reached any agreement on the lot line issue.

Thanks,
Korey
Korey Kallstrom

General Counsel

Axis Property Management LLC

2000 44th St S, Ste 202, Fargo, ND 58103

Korey.kallstrom@axisproperties.com

Office: 701.478.9660

Cell: 320.493.6822

From: Shawn Ouradnik <SOuradnik@FargoND.gov>

Sent: Wednesday, September 3, 2025 1:38 PM

To: Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; Korey Kallstrom

<Korey.Kallstrom@axisproperties.com>; Erklouts, Carol <carol.erklouts@jll.com>;

shelley.boyle@jll.com <Shelley.Boyle@jll.com>; Ryan Fleury <ryfleury@microsoft.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Don and Patrick,

If this is acceptable to all I will release the permit but I will need the both of you to confirm it by answering this email.

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Jenkins, Don <Don.Jenkins@colliers.com>

Sent: Wednesday, September 3, 2025 10:23 AM

To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

Thanks for reaching out. The work that needs to be completed by 12/31/25 is the work to separate the Horizon building from the rest of the campus. That work consists of removal of the link between Horizon and Vista and connections, Removal of the link between Horizon and Commons and connections and misc. site work.

1. **Removal of work between Horizon and Vista and connections** – this consists of removal of the physical structure and disconnecting and capping of the sprinkler service that fed the link from the Horizon system. This work proceeded with the demolition permit, and we have now taken down the link structure. The remaining work is removal of pier foundations, clean up of the stoop at Horizon and replacement of damaged aluminum panels at the Horizon building. We would like to continue with this work to make sure it is complete on time.
2. **Removal of link between Horizon and the Commons building and connections** - this consists of removal of a 2-story connecting link and an approximately 300 SF one story brick building connected to the link. On the Horizon building side, it is a straightforward connection as this was a standalone building. We will be repairing doors and replacing aluminum clad panels. On the Commons building side we need to build a foundation to support the work to close the Commons building wall.

The connection portion is more difficult here as the Commons building electrical and communications are fed from Horizon. We need to provide new feeds to allow for demolition of the link. For the communications we are bringing a new circuit from the manhole that sits outside the building. The raceway has been brought in, and we now need pull cable and connect. For power, the original plan was to build the expansion on the Commons building which includes a new electrical room for the service. Because we have not been able to start the addition, we have talked with Scott County electric, and they are planning to set a temporary transformer to power the building and allow us to demo the link. We will run on temporary power only until we can proceed with the Commons building addition.

3. **Misc. Site Work** – This work consists of landscaping restoration and the separation of the irrigation system. There is a small section of lawn in front of the Horizon building that is Microsoft property but is fed from the Horizon building. We will reconnect those heads into the Vista building system.

In summary, we would like to finish the demolition work for the Vista link, finish installing the new and temporary connections so we can demo the Commons link and close up the Horizon building, and complete the site restoration work.

I realize this is a long explanation, but it is a bit complicated. I am happy to get on a call to explain if you have further questions.

Don

Don Jenkins

Senior Director | Project Management

don.jenkins@colliers.com | Mobile: +1 708 945 1708



From: Shawn Ouradnik <SOuradnik@FargoND.gov>

Sent: Wednesday, September 3, 2025 10:01 AM

To: Jenkins, Don <Don.Jenkins@colliers.com>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Don and Patrick,

My confusion lies in the list you sent. Specifically the statement "Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista". I want to make sure that if I release the permit to continue work that this statement is accurate. To me it looks like it is inline with the original scope of work that I sent you. Can you please clarify this point.

Shawn Ouradnik

Inspections Director

City of Fargo, Inspections Department

D 701.476.4147

F 701.476.6779

SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Jenkins, Don <Don.Jenkins@colliers.com>

Sent: Tuesday, September 2, 2025 4:22 PM

To: Shawn Ouradnik <SOuradnik@FargoND.gov>; Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

I also verified with our contractor that all electrical wiring certs are/were pulled under the permitting already in place with the city.

Don

Don Jenkins

Senior Director | Project Management

don.jenkins@colliers.com | Mobile: +1 708 945 1708



From: Shawn Ouradnik <SOuradnik@FargoND.gov>

Sent: Tuesday, September 2, 2025 4:09 PM

To: Patrick Vesey <patrick.vesey@goldmark.com>

Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>;

Jenkins, Don <Don.Jenkins@colliers.com>

Subject: RE: MSFT Fargo - Horizon Building Decommissioning

Patrick,

The original remodel permit to remove the removal of the pedestrian walkways was submitted as this:

1. Removal of the connection building link between Vista and Horizon and associated connections
2. Removal of the connection building link Commons and Horizons and associated connections
3. All restoration work associated with the enclosure and exterior finishes of the existing building façade of Commons and Horizon.

4. Interior demolition for the new security and facility office area
5. Interior demolition of the existing serving line in the cafeteria.

It appears as if there are some added items through this agreement. Are you agreeing to the original scope of work plus the added items? Also there will need to be additional permits for the electrical work and they will need to contact the State Electrical Board to see if they will need to have a wiring cert for the low voltage. I will also need information on the temporary loading dock, this was not in the original scope of work. Please let me know if this is correct so we can allow the work to continue.

Thank you,

Shawn Ouradnik
Inspections Director
City of Fargo, Inspections Department
D 701.476.4147
F 701.476.6779
SOuradnik@FargoND.gov

City of Fargo
225 4th Street North
Fargo, ND 58102



From: Patrick Vesey <patrick.vesey@goldmark.com>
Sent: Friday, August 29, 2025 5:43 PM
To: Shawn Ouradnik <SOuradnik@FargoND.gov>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>; Jenkins, Don <Don.Jenkins@colliers.com>
Subject: RE: MSFT Fargo - Horizon Building Decommissioning

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Shawn,

Don forwarded me the message below outlining what they would like to continue to do while we review the plans that they provided us on 8/27/25. We do not want to hold them

up regarding the work that they need to complete on their property so we are making sure you are aware that we do not have any issues with what they want to continue with regarding the items outlined below.

Sincerely,

Patrick Vesey | Commercial Realtor
GOLDMARK Commercial Real Estate, Inc.
2000 44th Street South, Ste. 202
Fargo, ND 58103
701.239.5840 (direct) | 701.866.7615 (mobile)
patrick.vesey@goldmark.com | www.goldmark.com/commercial | Find us on Facebook!

From: Jenkins, Don <Don.Jenkins@colliers.com>
Sent: Friday, August 29, 2025 10:26 AM
To: Patrick Vesey <patrick.vesey@goldmark.com>
Cc: Nate Vollmuth <nate.vollmuth@goldmark.com>; korey.kallstrom@axisproperties.com; Erklouts, Carol <carol.erklouts@jll.com>; shelley.boyle@jll.com; Ryan Fleury <ryfleury@microsoft.com>
Subject: MSFT Fargo - Horizon Building Decommissioning

EXTERNAL

Patrick,

Thank you for your time yesterday. It was very helpful and a good step forward. Below are some answers that I owe you after our meeting:

1. I have spoken with MSFT and we agree to remove the furniture in the Horizon building.
2. I have also spoken with the contractor and following are the items we would like to resume working on as soon as possible:
 - a. Complete the removal of the connecting link foundations, restore landscaping, and irrigation systems between Horizon and Vista
 - b. All conduit work for rerouting the low voltage data lines is complete. We would like to continue with pulling the low voltage single mode and multi-mode lines located in the Commons Building.
 - c. Complete the installation of the transformer and temporary power.
 - d. Bore in the conduits from the Commons building to the Vision building to facilitate the communication and generator backup.
 - e. Upgrade building temperature control system in the Commons building.
 - f. Complete the installation of the temporary loading dock work.
3. I also checked on our engineer because I know they had been in Fargo for a long while. CMTA is the name of the firm that purchased Obermiller Nelson. The engineers are all the same, just a new business card. I worked with Obermiller Nelson about 8 years ago when we did some remodeling of the Vista building and had reasonably good luck.

Please let me know if there are any questions or concerns as you review the drawings and

if necessary, I will be glad to connect your team with our architect and engineers. Also, please advise what I need to do to get work started again.

Tim tells me you are headed to Italy soon. It is a beautiful country. Rome, Florence and all the big cities are wonderful but hopefully you have some time to spend in the countryside. My wife and I went and I think I put on 20 pounds.

Thanks again,

Don

Don Jenkins

Senior Director | Project Management

71 S. Wacker Dr, Ste. 3700, Chicago, IL 60606

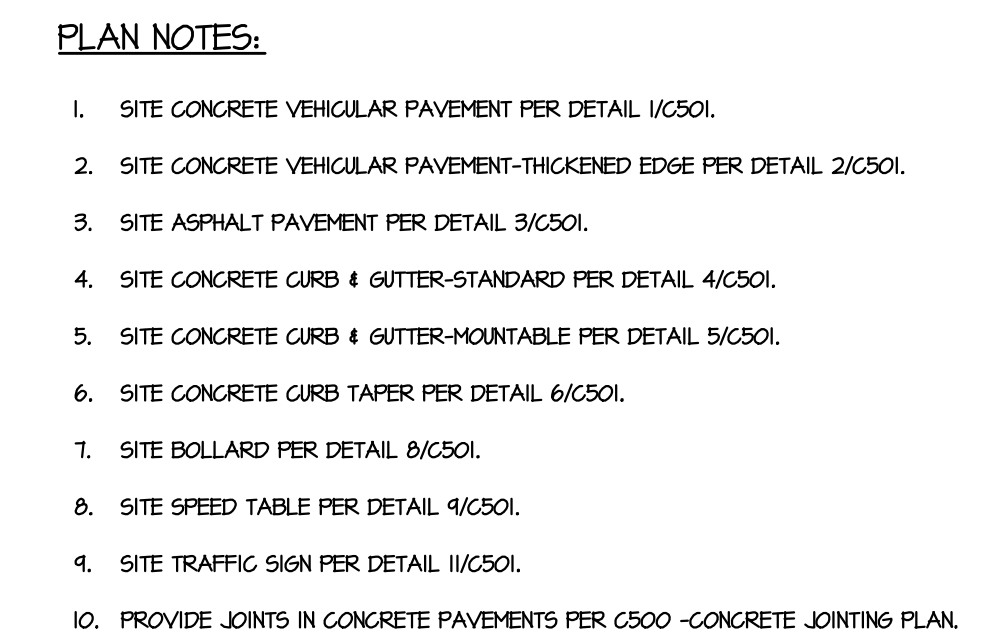
don.jenkins@colliers.com | Mobile: +1 708 945 1708

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Attachment C



Attachment D

RECORDER'S OFFICE, CASS COUNTY, ND

10/31/2013 11:07 AM

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.

JEWEL A. SPIES, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1403808**
Recorded Electronically960674
\$55.00**EASEMENT AGREEMENT**

IRET PROPERTIES, A NORTH DAKOTA LIMITED PARTNERSHIP ("Grantor") is the owner of the Horizon Building (the "**Horizon Building**") located on the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**") located in Cass County, North Dakota. MICROSOFT CORPORATION, a Washington corporation ("Grantee"), is the owner of the Commons Building (the "**Commons Building**") and the Vista Building (the "**Vista Building**"), which are located on the properties described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "**Grantee Properties**"), and which are located adjacent to the Property. Tenant leases certain Premises in the Horizon Building from Grantor pursuant to a certain Lease dated October 23, 1997 (the "**Original Lease**"). The Original Lease was amended by the First Amendment to Lease dated as of March 1, 2012 (the "**First Amendment**"). The Original Lease and the First Amendment shall be referred to herein collectively as the "**Lease**." Grantee has constructed improvements connecting the Commons Building to the Horizon Building (the "**Commons Connection**"), and has constructed improvements connecting the Vista Building to the Horizon Building (the "**Vista Connection**"). Grantee acknowledges that a portion of the Commons Building in addition to the Commons Connection encroaches onto the Property. The Commons Connection and the Vista Connection are referred to herein collectively as the "**Connections**." The Connections are generally depicted on Exhibit 1 of the First Amendment. Pursuant to Section 9 of the First Amendment, Grantor consented to the construction and use by Grantee of the Connections on certain conditions, including the execution of this Easement.

1. **Grant of Easement.** Grantor grants and conveys to Grantee, for the benefit of the Grantee Properties, for so long as Grantee leases or otherwise occupies all or any portion of the Horizon Building, an easement (the "**Vista Connection Easement**") over, under and across the real property more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "**Vista Connection Easement Area**") for the purposes described in paragraph 2 below. The Vista Connection Easement Area is depicted as "Tract A" on Exhibit D attached hereto and incorporated herein by this reference. Grantor also grants and conveys to Grantee, for the benefit of the Grantee Properties, for so long as Grantee leases or otherwise occupies all or any portion of the Horizon Building, an easement (the "**Commons Connection Easement**") over, under and across the real property more particularly described as "Tract B" on Exhibit E attached hereto and incorporated herein by this reference (the "**Commons Connection Easement Area**") for the purposes described in paragraph 2 below. The Commons Connection Easement Area is depicted as "Tract B" on Exhibit F attached hereto and incorporated herein by this reference. Grantor also grants and conveys to Grantee, for the benefit of the Grantee Properties, in consideration of payment to Grantor of the Commons Building Easement Fee set forth in Section 7

below, a perpetual easement (the "**Commons Building Easement**") over, under and across the real property more particularly described as "Tract C" on Exhibit E attached hereto and incorporated herein by this reference (the "**Commons Building Easement Area**"), for the maintenance, repair, use and occupancy (by Grantee or its lessees or permittees) of the portion of the Commons Building located in the Commons Building Easement Area. The Commons Building Easement Area is depicted as "Tract C" on Exhibit G attached hereto and incorporated herein by this reference. The Commons Building Easement shall automatically terminate if the Commons Building is removed from the Commons Building Easement Area, or if the portion of the Commons Building located on the Commons Building Easement Area is destroyed by fire or other casualty. The Commons Connection Easement Area, the Commons Building Easement Area, and the Vista Connection Easement Area shall be sometimes referred to herein collectively as the "**Easement Areas**." The Vista Connection Easement Area and the Commons Connection Easement Area are sometimes referred to herein together as the "Connections Easement Areas."

2. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, and replace the Connections, including, without limitation, improvements providing for enclosed pedestrian access between the Horizon Building and the Commons Building, and between the Horizon Building and the Vista Building, together with an underground communication system and all necessary or convenient appurtenances to such system which may include but are not limited to underground conduits, cables, communication lines, vaults, manholes, switches and semi-buried or ground mounted facilities, upon and under the Connections Easement Areas, and Grantee and its employees, contractors, agents, and invitees shall have the right to use such facilities for (i) ingress and egress to and from the Horizon Building, and (ii) for communications between the Grantee Properties and the Horizon Building.

3. **Access.** Upon Grantor's prior written approval (which approval shall not be unreasonably withheld, conditioned, or delayed), Grantee shall have the limited right of access over and across the Property, to the extent reasonably necessary to enable Grantee to exercise the rights provided in this Easement Agreement. Grantee shall repair at Grantee's expense, to Grantor's reasonable satisfaction, any damage to the Property caused by Grantee exercising such right of access.

4. **Grantor's Use of Property.** Grantor reserves the right of ownership, use and occupancy of the Easement Areas for any purpose not inconsistent with the rights granted by this Easement Agreement; provided, however, that Grantor shall not construct or maintain any building or other improvements in the Easement Areas, and Grantor shall not dig, tunnel, or conduct other forms of construction activity near the Easement Areas that would disturb the compaction or unearth Grantee's facilities in the Easement Areas or endanger the lateral support of such facilities. Grantor shall have full right and authority to grant other easements or rights to use the Property as will not impair Grantee's rights under this Easement Agreement, provided that Grantor shall not grant any easements over any portion of the Commons Building Easement Area without the prior written consent of Grantee.

5. **Release and Indemnification.** Grantee shall release, indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor and the Property from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including without limitation reasonable attorneys' fees) to the extent relating to or arising out of Grantee's construction, operation, maintenance, repair, or any other use of the (a) Connections, (b) the Easement Areas, or the (c) Horizon Renovations (as defined in the First Amendment), unless and to the extent caused by the negligence or willful misconduct of Landlord.

6. **Termination.** Prior to the expiration of the Lease, or promptly after the earlier termination of the Lease, Grantee shall at Grantee's sole cost and expense remove the Connections to the extent located on the Property, and shall repair any damage to the Horizon Building or Grantor's property

caused by such removal, and shall restore the Horizon Building and Grantor's property to the condition existing prior to the construction of the Connections, provided that Grantee shall not be required to remove any of the "Horizon Renovations" as defined in the Lease nor restore the Horizon Building to the condition existing prior to the construction of the Horizon Renovations, and further provided, for the avoidance of doubt, that Grantee shall not be required to remove any improvements located on the Commons Building Easement Area. Upon the expiration of the Lease, or promptly after the earlier termination of the Lease, Grantee shall promptly record a termination of the Vista Connection Easement and the Horizon Connection Easement to clear Grantor's title to the Property of such easements.

7. **Commons Building Easement Fee.** As consideration for the Commons Building Easement, and as long as said easement remains in existence, Grantee shall pay Grantor an annual fee (the "**Commons Building Easement Fee**") as set forth in this Section. Grantee shall pay the Commons Building Easement Fee in annual installments to Grantor, in advance, without offset or deduction, commencing on September 1, 2013, and continuing on each anniversary of said date. The initial Commons Building Easement Fee shall be \$700.00 per year. The Commons Building Easement Fee shall automatically increase every 5 years to a sum equal to 110% of the Commons Building Easement Fee for the immediately preceding year (e.g., the Commons Building Easement Fee shall increase to \$770.00 per year on September 1, 2018, to \$847.00 per year on September 1, 2023, etc.). Grantee shall pay the Commons Building Easement Fee to Grantor at the address specified in the Lease, or at such other place or in such other manner as Grantor may from time to time designate in writing, provided that if at any time the Commons Building Easement Area is owned by more than one person or entity, such persons or entities shall designate a single payee and payment address for such payment. Grantee shall pay the Commons Building Easement Fee without Grantor's previous demand, invoice or notice for payment, but Grantor shall provide Grantee with written notice of any default in such payment and a five (5) day period to cure such default. Grantor and Grantee will prorate, on a per diem basis, the Commons Building Easement Fee for any partial year.

8. **As-Is.** The easements are granted subject to all existing easements, encumbrances, covenants and restrictions affecting the Property. Grantee acknowledges, covenants and agrees that it accepts the Easement Areas in an "as is, where is" condition. Grantor makes no representations or warranties of any kind whatsoever with respect to the Easement Areas or the Property, express or implied, specifically including but not limited to, warranties of merchantability or fitness for a particular purpose.

9. **Successors and Assigns.** This Agreement shall run with the land, and the rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

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

11. **Effective Date.** This Agreement is dated effective as of September 1, 2013.

[signature pages to follow]

GRANTOR:

IRET PROPERTIES, A NORTH DAKOTA
LIMITED PARTNERSHIP

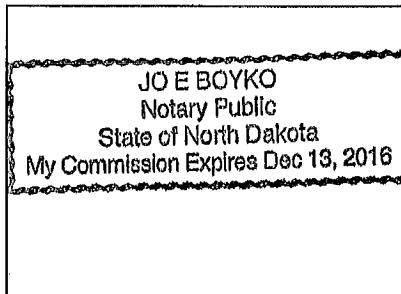
By: IRET, Inc., general partner

By Michael A. Bosh
Name: Michael A. Bosh
Its: Executive Vice President

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

I certify that I know or have satisfactory evidence that Michael A. Bosh is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice President of IRET, Inc., the general partner of IRET Properties, a North Dakota Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 16, 2013



(Use this space for notarial stamp/seal)

Notary Public

Print Name

My commission expires

Joe E. Boyko
12/13/2016

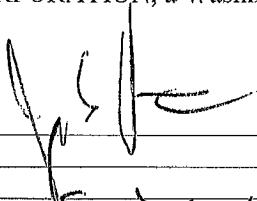
GRANTEE:

MICROSOFT CORPORATION, a Washington corporation

By

Name:

Its:


Jay Pittenger
Sr. Director, Americas

STATE OF WASHINGTON

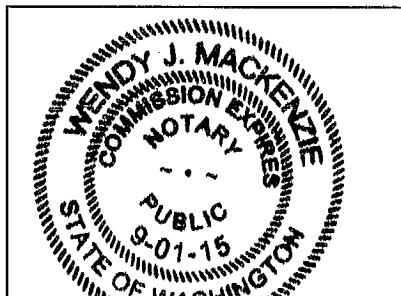
COUNTY OF KING

)
) ss.
)

I certify that I know or have satisfactory evidence that Jay Pittenger is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Sr. Director, Americas of Microsoft Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

8-15-2013



(Use this space for notarial stamp/seal)

Wendy J. Mackenzie
Notary Public

Print Name

My commission expires

Wendy J. Mackenzie
9-1-15

Exhibit A
Legal Description of Grantor's Property

A part of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, described as follows:

Commencing at the Southeast Corner of Lot 1, Block 2, of Great Plains Software Addition to the City of Fargo, Cass County, North Dakota; thence North 04 degrees 22 minutes 19 seconds West 117.09 feet along the East line of said Lot 1; thence South 88 degrees 05 minutes 21 seconds West 346.61 feet parallel with the South line of said Lot 1, to the point of beginning; thence North 01 degrees 54 minutes 39 seconds West 335.00 feet; thence South 88 degrees 05 minutes 21 seconds West 335.50 feet; thence North 12 degrees 15 minutes 20 seconds West 523.73 feet; thence South 82 degrees 54 minutes 44 seconds West 163.14 feet; thence South 13 degrees 15 minutes 08 seconds West 470.14 feet; thence South 01 degrees 54 minutes 39 seconds East 393.73 feet; thence North 88 degrees 05 minutes 21 seconds East 715.00 feet; thence North 01 degrees 54 minutes 39 seconds West 12.01 feet to the point of beginning.

Exhibit B
Legal Description of Grantee's Property

LOT 1, BLOCK 1, VISTA ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, AS
RECORDED IN VOLUME S1 OF PLATS, PAGE 18, UNDER DOCUMENT NUMBER 969773;

And

A PORTION OF LOT 1 BLOCK 2, GREAT PLAINS SOFTWARE ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, AS RECORDED IN VOLUME Q OF PLATS, PAGE 21, UNDER DOCUMENT NUMBER 882565, AND A PORTION OF LOT 1 BLOCK 3, PRAIRIE TECH ADDITION TO THE CITY OF FARGO, NORTH DAKOTA, AS RECORDED IN VOLUME R1 OF PLATS, PAGE 56, UNDER DOCUMENT NUMBER 943383, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 1 BLOCK 2 GREAT PLAINS SOFTWARE ADDITION, THEN N 04DEGREES22'19" W ON AN ASSUMED BEARING ALONG THE E LINE OF SAID LOT 1 A DISTANCE OF 117.09 FEET; THEN S 88DEGREES05'21" W 346.61 FEET; THEN N 01DEGREES54'39" W 335 FEET; THEN S 88 DEGREES05'21" W 335.50 FEET; THEN N 12DEGREES15'20" W 523.73 FEET; THEN S 82DEGREES 54'44" W 163.14 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THEN S 13DEGREES15'08" W 121.45 FEET; THEN S 86DG19'33" W 527.70 FEET, THEN N 03DEGREES40'27" W 170.43 FEET; THEN S 86DEGREES19'33" W 335.30 FEET; THEN N 05DEGREES15'10" W 566.76' FEET TO THE SOUTH LINE OF GREAT PLAINS DRIVE; THEN EASTERLY 233.10 FEET ALONG THE SOUTH LINE OF SAID GREAT PLAINS DRIVE AND ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A CENTRAL ANGLE OF 15DEGREES31'47" A RADIUS OF 860 FEET, A CHORD BEARING OF S 80DEGREES 16'26" E AND A CHORD DISTANCE OF 232.39 FEET; THEN S 72DEGREES 30'32" E TANGENT TO THE LAST DESCRIBED CURVE AND ALONG THE SOUTH LINE OF SAID GREAT PLAINS DRIVE A DISTANCE OF 640.53 FEET; THEN S 03DEGREES40'27" E 205.44 FEET; THEN N 86 DEGREES 19'33" E 90.60 FEET; THEN S 03DEGREES40'27" E 130.20 FEET TO THE POINT OF BEGINNING.

Exhibit C
Legal Description of Vista Connection Easement Area

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A 40.00 foot wide strip of land centered on the following described line:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 66.75 feet to the true point of beginning of the line to be described, said point lying on a non-tangential curve, concave to the west, having a radius of 88.00 feet and a chord bearing of South 12°15'10" East; thence southerly along said curve to the right, for a distance of 11.22 feet, through a central angle of 07°18'10" to a point which will hereafter be referred to as Point A;

together with

A 12.00 foot wide strip centered on the following described line:

Beginning at the above described Point A; thence continue southerly along said curve to the right, for a distance of 33.56 feet, through a central angle of 21°51'10"; thence South 13°15'04" West for a distance of 28.92 feet to a point of intersection with the northerly wall of an existing building, said line there terminating.

The sidelines of said strips shall be lengthened or shortened as necessary to intersect a line which bears South 82°54'44" West passing through the true point of beginning on the north, and to intersect the northerly wall of an existing building on the south.

Exhibit D

Depiction of Vista Connection Easement Area ("Tract A")

[see attached]

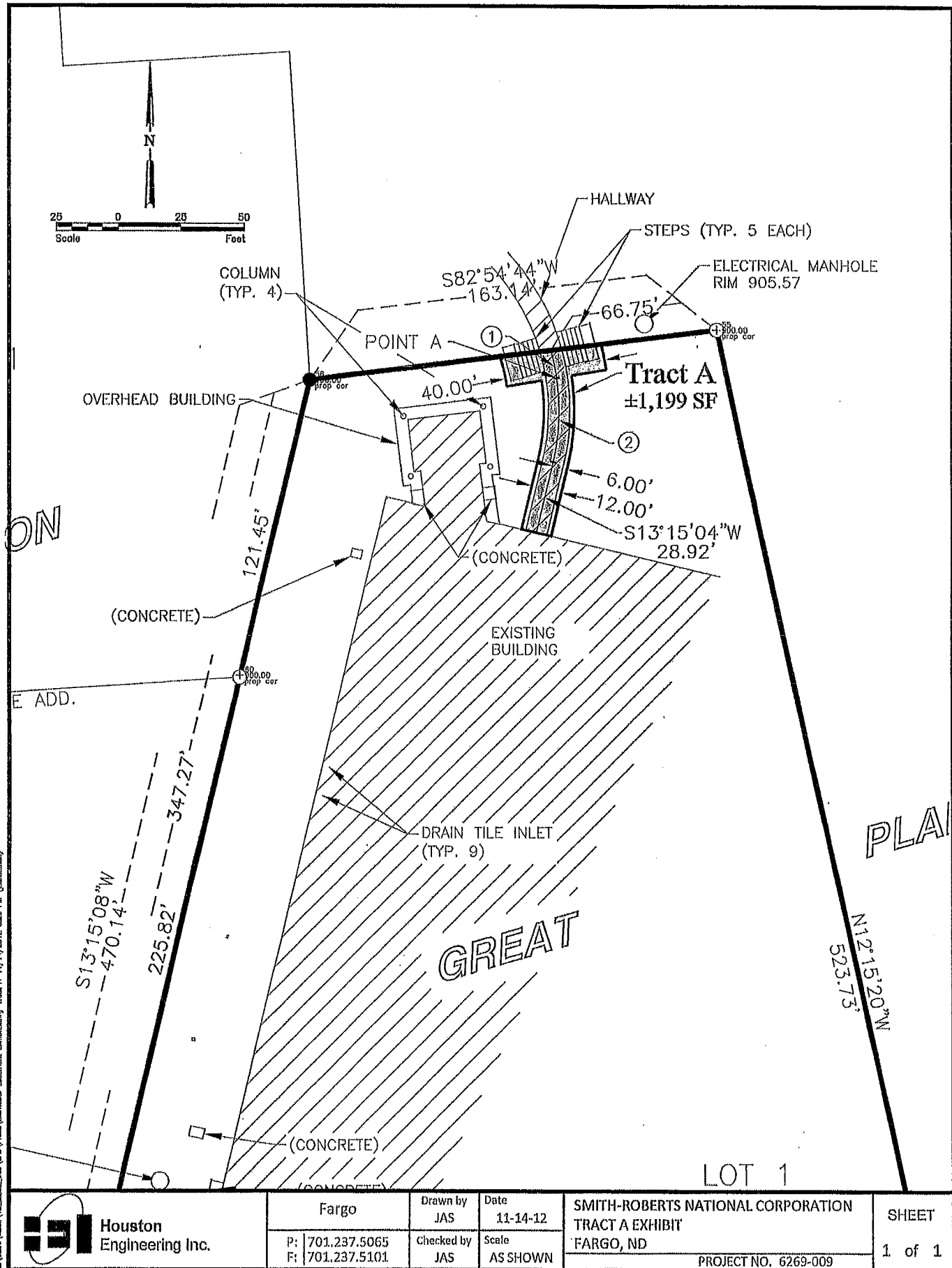


Exhibit E

Legal Descriptions of Commons Connection Easement Area and Commons Building Easement Area

Legal Description – Commons Connection Easement Area - Tract B:

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 163.14 feet to the northwest corner of a tract of land described in said Document No. 887200, said point also being an angle point along the easterly boundary of Lot 1, Block 1, Vista Addition to the City of Fargo; thence South 13°15'08" West, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 347.27 feet to the true point of beginning; thence continue South 13°15'08" West, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 27.04 feet; thence North 88°03'30" East for a distance of 41.40 feet to a point of intersection with the westerly wall of an existing building; thence North 13°17'52" East, along the westerly wall of an existing building, for a distance of 27.03 feet; thence South 88°05'14" West for a distance of 41.42 feet to the true point of beginning.

TOGETHER WITH

Legal Description – Commons Building Easement Area - Tract C:

That part of Lot 1, Block 2, Great Plains Software Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Lot 1; thence North 04°22'19" West, along the easterly line of said Lot 1, for a distance of 117.09 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1, for a distance of 346.61 feet to a point of intersection with the easterly line of a tract of land described in Document No. 887200, filed at the Cass County Recorder's Office; thence North 01°54'39" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.00 feet; thence South 88°05'21" West, parallel with the southerly line of said Lot 1 and along the easterly line of a tract of land described in said Document No. 887200, for a distance of 335.50 feet; thence North 12°15'20" West, along the easterly line of a tract of land described in said Document No. 887200, for a distance of 523.73 feet to the northeast corner of a tract of land described in said Document No. 887200; thence South 82°54'44" West, along the northerly line of a tract of land described in said Document No. 887200, for a distance of 163.14 feet to the northwest corner of a tract of land described in said Document No. 887200, said point also being an angle point along the easterly boundary of Lot 1, Block 1, Vista Addition to the City of Fargo; thence South 13°15'08" West,

along the westerly line of a tract of land described in said Document No. 887200, for a distance of 374.31 feet to the true point of beginning; thence North 88°03'30" East for a distance of 14.32 feet; thence South 01°53'14" East for a distance of 53.96 feet; thence South 88°05'39" West for a distance of 28.93 feet to a point of intersection with the westerly line of a tract of land described in said Document No. 887200; thence North 13°15'08" East, along the westerly line of a tract of land described in said Document No. 887200, for a distance of 55.90 feet to the true point of beginning.

Exhibit F

Depiction of Commons Connection Easement Area ("Tract B")

[see attached]



PROJECT NO. 6269-009

Exhibit G
Depiction of Commons Building Easement Area ("Tract C")

[see attached]

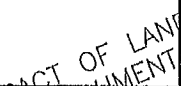


Exhibit 8

