

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF MINOT  
AND TRINITY HEALTH, FOR THE  
LOT 2 TRINITY HEALTH 3RD ADDITION DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_day of \_\_\_\_\_, 2020, by and between the City of Minot, a municipal corporation, hereinafter the “City,” and the Trinity Health, a non-profit corporation under the laws of the State of North Dakota, hereinafter the “Developer.” City and Developer are jointly referred to herein as the “Parties.”

WHEREAS, the City may enter into a development agreement with a person having ownership or control of real property within its jurisdiction; and

WHEREAS, this Development Agreement (hereinafter the “Agreement”), relates to the parcel owned by Developer, and located within the City of Minot, whose legal description is Lot 2 Trinity Health 3rd Addition (hereinafter the “Property”); and more particularly described on the attached Exhibit A; and

WHEREAS, the purpose of this Agreement is to memorialize the specific improvements and conditions the Developer must complete before the City will authorize additional permits for the development of the Property; and

WHEREAS, the following Exhibits are attached and incorporated into this Agreement:

- a) Exhibit A – Plat of Trinity Health 3<sup>rd</sup> Addition
- b) Exhibit B - City of Minot Development Policy; and

WHEREAS, the City Council authorized the following action:

- a) By subdivision plat, Lot 1 Trinity Health 2nd Addition was replatted as Lots 1 & 2 Trinity Health 3rd Addition.
- b) The City Council authorized the Mayor to sign this Development Agreement with the Developer; and

WHEREAS, the City is requiring the Developer to complete the following improvements as conditioned within the approval of the Trinity Health 3rd Addition plat; and

NOW, THEREFORE, the Parties hereto agree and stipulate as follows:

Developer shall complete the following specific improvements and conditions before the City will authorize any additional permits for the development of the Property:

1. Public Street and Utility Infrastructure Improvements
  - a. Public sidewalks are required with future right of way dedication.
  - b. Public street and utility design will happen at the time of a future plat and before any permits will be issued for Lot 2, Trinity Health 3<sup>rd</sup> Addition.

2. Storm Water Management
  - a. A Storm Water Management Plan is required and must be approved by the City Engineer for future development.
3. Public Right of Way and Easements
  - a. Crossing Street right of way shall be extended to the east property line.

This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against Developer, its successors and assigns in accordance with its terms.

Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing, signed by both Parties hereto.

If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.

This agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: \_\_\_\_\_  
Shaun Sipma, Mayor

Attest: \_\_\_\_\_  
Kelly Matalka, City Clerk

