AMENDMENT TO GALUSHA RANCH ADDITION PLAT AGREEMENT

THIS FIRST AMENDMENT TO GALUSHA RANCH ADDITION PLAT AGREEMENT is made and entered into effective as of ___ day of June, 2021 (the "Amendment Effective Date"), by and between The City of Minot, ND, a municipal corporation (the "City") and Ready Builders II, Inc, a North Dakota corporation ("Developer"), (each a "Party" and collectively "the Parties").

Whereas, the Developer owns the property known as the Galusha Ranch 2nd Addition, more specifically described as: Lot 3, Galusha Ranch Addition to the City of Minot, North Dakota and an unplatted portion of the SW1/4 of the NE1/4, Section 6, Township 154N, Range 82W, Ward County, North Dakota, located within the City of Minot extraterritorial limits ("Galusha Ranch 2nd Addition"), for the purposes of the construction of residential lots within Ward County, and

Whereas, the City and Developer entered into the Galusha Ranch Addition Plat Agreement, Ward County Document Number 3018454, (the "Agreement") on May 11, 2018, and

Whereas, the Parties desire to now amend the Agreement in the manner reflected herein, and

Whereas, the City Council of the City of Minot has approved the First Amendment of the Agreement in the manner reflected herein,

Now, therefore, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the First Amendment Effective Date first written above:

1. The following language is hereby added as additional language to Paragraph 1.b of the Agreement:

   ii. Developer shall install, at its sole cost, the street signs, stop signs, and any other permanent traffic control required within the Galusha Ranch Addition.

2. The following language is hereby added as additional language to Paragraph 5 of the Agreement:

   c. Per the Minot Park District determination, Developer shall provide a 15' Utility and Trail Easement on the plat along the western portion of 23rd Street SE, connecting with the cart path easement.

3. All stipulations and required improvements listed in Paragraphs 1-13 and above also apply to Galusha Ranch 2nd Addition.

4. <u>Counterparts.</u> This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

5. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.

Ready Builders II, Inc.

_____

Stacey D. Abel
President

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

On this ____ day of June, 2021, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal) _____

_____
Notary Public, _____ County,
North Dakota.
My Commission Expires: _____

City of Minot

_____

_____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

On this ____ day of June, 2021, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

_____

_____
Notary Public, _____ County,
North Dakota.
My Commission Expires: _____