DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT
AND JJT PROPERTIES, LLC, FOR THE
LOT 3, CENEX FIFTH ADDITION DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this 6th day of December, 2021, by and between the City of Minot, a municipal corporation, hereinafter the “City,” and JJT Properties, LLC, 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 Lot 3, Cenex Fifth Addition, owned by Developer, and located within the City of Minot, whose legal description is Lot 3, Cenex Fifth Addition to the City of Minot, Ward County, North Dakota (hereinafter the “Property”); and

WHEREAS, the purpose of this Agreement is to memorialize specific restrictions that apply to the Property; and

WHEREAS, the Property was originally platted as part of Cenex Fifth Addition and recorded with the Ward County Recorder on March 14, 2018 and assigned instrument number 3016979; and

WHEREAS, the area for which this property is located is comprised of various light industrial and downtown-related business; and

WHEREAS, the 2012 Comprehensive Plan of the City of Minot designates this property as Industrial on the Future Land Use Map; and

WHEREAS, to ensure continued harmony and compatibility of land uses between property owners in the area and to fulfill the 2012 Comprehensive Plan, this Agreement is necessary; and

WHEREAS, the City Council authorized the following action:

a) The City Council approved the zoning map amendment on December 6, 2021 per recommendations from the Planning Commission, which included the establishment of this Development Agreement and

b) City Council authorized the Mayor to sign this Development Agreement with the Developer on December 6, 2021.

WHEREAS, the Developer must adhere to the following requirements as conditioned within the approval of the request for zoning map amendment.
NOW, THEREFORE, the Parties hereto agree and stipulate as follows:

1. The Property is restricted to the following uses as provided in Table 2.2. Table of Uses of the Land Development Ordinance of the City of Minot:
   a. Small Animal Veterinary Clinic
   b. Religious/Public Assembly
   c. Administration Offices
   d. Postal Facilities
   e. Public Safety and Emergency Response Services
   f. Vocational School
   g. Business Incubator
   h. Indoor Commercial Recreation
   i. Brew Pub, Cocktail Lounge, Bar, Winery
   j. Corporate Offices, Financial Offices, General Offices, and Medical Offices
   k. Non-commercial Off-street Parking
   l. Laundry Services
   m. Furniture Stores and Showrooms
   n. Accessory Storage or Garage (primary use required)
   o. Rooftop Solar Installation
   p. Construction Yard

2. The Developer shall install a site obscuring fence by the end of May, 2022, with that portion of the fence along 3rd St SE being of wood or vinyl material. The remainder may be comprised of wood, vinyl, or chain link with slats.

3. The Developer shall install Street trees within a 10’ landscape buffer along 3rd St SE at a rate of 1 street tree per 50 lineal feet. This requirement shall be included with the landscape plan at the time of site plan review and effected as part of the site improvement.

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: ___________________________________
       Anna Schraeder, Interim City Clerk
J JT Properties, LLC

By: ________________________________

Jay P. Hight, Registered Agent for
J JT Properties, LLC, owner

STATE OF NORTH DAKOTA  )
COUNTY OF _____________ ) ss

On this ___ day of __________, 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: __________