DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT
AND TWO TRACK ACRES, LLC, FOR THE
TRESTLE RIDGE 6TH 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 Two Track Acres, 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 certain lots located in the development known as the Trestle Ridge 6th Addition, owned by Developer, and located within the City of Minot, whose legal description is Lot 1, Trestle Ridge 6th Addition to the City of Minot, 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 Trestle Ridge 5th Addition and recorded with the Ward County Recorder on July 2, 2021 and assigned instrument number 3054150 to accommodate the construction of a residential dwelling; and

WHEREAS, Lot 1, Trestle Ridge 5th Addition obtained its residential access via an access easement, which ties into 61st St. SW; and

WHEREAS, there exists an agricultural access to the Property via County Road No. 17 that cannot presently support a more intense residential use due to the current design of Ward County Road No. 17 and other connecting roadways; and

WHEREAS, without a modification to the current configuration of Ward County Road No. 17 and other connecting roadways, the access to the property from Ward County Road No. 17 must remain for agricultural purposes only; and

WHEREAS, the uses within the “AG” Agricultural District of the Land Development Ordinance of the City of Minot permit non-agricultural uses and therefore must be restricted to align with the limitations of the access via Ward County Road No. 17; and

WHEREAS, the City Council authorized the following action:

a) The City Council approved the plat on November 15, 2021 per recommendations from the Planning Commission, which included the establishment of this Development Agreement and 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 a plat of Trestle Ridge 6th Addition; and

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

The property is restricted to those uses within the Farming and Ranching use category as provided for in Table 2.2. Table of Uses of the Land Development Ordinance of the City of Minot.

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
Two Track Acres, LLC

By: ________________________________
Clint Neshem, Registered Agent for
Two Track Acres, 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: ___________