EXHIBIT #1

ZONING - LAND USE PLANNING

ARTICLE 1 - Zoning Ordinance and Planning and Zoning Commission

1.01 Title

This Ordinance and the Zoning District Map shall be known as the "**Zoning Ordinance for the City of Center, North Dakota".**

1.02 Purpose and Intent

The zoning regulations and districts, as herein set forth, are designed to promote the health, safety and general welfare of the people of the City of Center and are established for the purpose of promoting the sound and desirable use of land. It is the intent of the Ordinance to provide regulations for the City's development designed to:

1. Lessen congestion in streets;
2. Secure safety from fire, panic, and other dangers or damage;
3. Promote heath and the general welfare of the residents of the City;
4. Provide adequate light and clean air;
5. Prevent overcrowding of land;
6. Avoid undue concentration of population; and
7. Facilitate adequate provisions for transportation, water, sewage, schools, parks and other public requirements.

1.03 Authority

The authority for the within Zoning Ordinance is derived from Chapter 40-47 and Section 40-05-02(13) of the North Dakota Century Code.

1.04 Jurisdiction

This Ordinance and the City of Center District Zoning Map shall apply to the area within the corporate limits of the City of Center and shall extend to unincorporated territory within one-half mile of the corporate limits.

1.05 Interpretation and Application

In interpreting and applying the provisions of this Ordinance, they shall be held to the minimum for the promotion of the public health, safety, and general welfare of the residents of the City. The requirements contained herein are declared to be the minimum requirements necessary to carry out the proposes of this Ordinance. The provisions of this Ordinance shall not be deemed to interfere with, abrogate, or annul rules or permits previously adopted according to law relating to the use of buildings or premises, nor is it intended to interfere with, abrogate, annul, or otherwise affect in any manner whatsoever

EXHIBIT #2

33-2026-CV-00021

Outlook

FW: Deeds

From City Auditor <cityofcenter@westriv.com>
Date Wed 8/19/2026 10:28 AM
To Patrick Waters <patrick@701justice.com>

2 attachments (340 KB)
8. 2026-06 Jim Amundson Purchase Agreement (rev).pdf; 8. 2026-06 Jim Amundson Warranty Deed (rev).pdf;

This is the email that was sent to James Amundson....

From: City Auditor <cityofcenter@westriv.com>
Sent: Friday, June 26, 2026 8:37 AM
To: 'darby.amundson@live.com' <darby.amundson@live.com>
Subject: Deeds

Good morning!

Your corrected documents are attached.

Have a great day!

Cassie Smith
City Auditor, City of Center
P.O. Box 76
312 Lincoln Ave N
Center, ND 58530
Ph: 701-794-3502

CENTER
NORTH DAKOTA

"The Rest Of The World Is Okay, But It's Better In Center"

EXHIBIT #3

33-2026-CV-00021

Center Hazel Minor Addition
Transfer Agreement and
Declaration of Restrictive Covenants

THIS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS made and entered this 1st day of ~~June~~ July 2026, by and between the **City of Center**, a Municipal Corporation, hereinafter referred to as "City" and **James Amundson and Darby Amundson**, hereinafter referred to as "Buyers",

WHEREAS, the City holds fee title to the following real property located in the City of Center, County of Oliver:

Lot Eight (8), Block Five (5), Hazel Miner Addition to the City of Center (hereinafter referred to as the "Property")

WHEREAS, Buyers desires to purchase the Property from the City; and

WHEREAS, the City hereby covenants that the Property is free and clear of all encumbrances; the City and Buyers declare that they have good right and lawful authority to make this Agreement and Declaration; and the City and Buyers agree that they will fully warrant and defend this Agreement and Declaration against the claims of all persons whomsoever; and

WHEREAS, Buyers acknowledge that the Property is in a newly developed plat of land requiring access to the City of Center's water and sewer system which the City has constructed at considerable cost; and

NOW THEREFORE, for good and valuable consideration, the City and Buyers agree as follows:

1. The parties declare that the Property shall be held, maintained, transferred, and owned subject to the following designations and restrictive covenants:

   a. The purchase price for the Property shall be $5,999.00, to be paid in full at the time of the execution and delivery of the Deed.

   b. The City agrees to convey to the Buyers the Property by Warranty Deed.

   c. The Buyers agree that they is accepting the property "as is" with any defects or issues, and the City is not making any representations or warranties regarding the property's condition.

   d. The Buyers agree that the Property will be used solely for the purpose of constructing a single or multi-family dwelling thereon in compliance with the Zoning Ordinances of the City of Center applicable to the Hazel Miner Addition.

   e. The Buyers shall obtain a building permit for the Property within 2 years of purchase and substantially complete construction of the residential structure within one (1) year thereafter. Upon the failure of the Buyers or

EXHIBIT #4

99796 7/10/2026 11:30 AM Total Pa
BOOK: 47 PAGE: 83 FEES: $20.00 MM WARRA
Mickie McNulty-Elde, OLIVER COUNTY RECORDER
By MMcNulty-Elde

CITY OF CENTER
PO BOX 76

CENTER, ND 58530

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 9th day of July, 2026, between the **City of Center,** North Dakota, a body corporate and politic ("Grantor"), and **James Amundson and Darby Amundson,** whose address is 1828 35th St. Circle S, Moorhead, MN 56560 ("Grantee").

WITNESSETH, for and in consideration of the sum of Five Thousand Nine Hundred Ninety-Nine Dollars ($5,999.00) and other good and valuable consideration, Grantor does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Eight (8), Block Five (5), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantor for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

EXHIBIT #5

99819 7/20/2026 9:46 AM Total Pag
BOOK: 47 PAGE: 112 FEES: $20.00 MM WARR
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By

DOUBLE AGENT PROPERTIES LL
315 LINDEN LANE

BISMARCK, ND 58503

RECORDER OLIVER SEAL COUNTY STATE OF NORTH DAKOTA

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WARRANTY DEED

THIS INDENTURE, made this 14th day of July, 2026, between the **James Amundson and Darby Amundson**, whose address is 1828 35th St. Circle S, Moorhead, MN 56560 ("Grantors"), and **Double Agent Properties LLC**, a North Dakota Limited Liability Company, whose registered address is 315 Linden Lane, Bismarck, ND 58503 ("Grantee").

WITNESSETH, for and in consideration of the sum of Five Thousand Dollars ($5,000.00) and other good and valuable consideration, Grantors does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Eight (8), Block Five (5), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by
Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantors for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

Outlook

FW: Purchase Agreement and Warranty Deed

From City Auditor <cityofcenter@westriv.com>
Date Wed 8/19/2026 10:32 AM
To Patrick Waters <patrick@701justice.com>

2 attachments (339 KB)
Tanner Henke Purchase Agreement (rev).pdf; Tanner Henke Warranty Deed.pdf;

This was sent to Tanner Henke....

From: City Auditor <cityofcenter@westriv.com>
Sent: Tuesday, June 30, 2026 12:59 PM
To: 'stellarfoamllc@gmail.com' <stellarfoamllc@gmail.com>
Subject: Purchase Agreement and Warranty Deed

Hey Tanner,

I have attached your Purchase Agreement and Warranty Deed.

Have a great day!

Cassie Smith
City Auditor, City of Center
P.O. Box 76
312 Lincoln Ave N
Center, ND 58530
Ph: 701-794-3502

CENTER
NORTH DAKOTA

"The Rest Of The World Is Okay, But It's Better In Center"

EXHIBIT #7

33-2026-CV-00021

Center Hazel Minor Addition
Transfer Agreement and
Declaration of Restrictive Covenants

THIS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS made and entered this 1st day of July, 2026, by and between the **City of Center**, a Municipal Corporation, hereinafter referred to as "City" and **Tanner Henke**, hereinafter referred to as "Buyer",

WHEREAS, the City holds fee title to the following real property located in the City of Center, County of Oliver:

Lots Seven (7) and Eight (8), Block Three (3), Hazel Miner Addition to the City of Center (hereinafter referred to as the "Property")

WHEREAS, Buyer desires to purchase the Property from the City; and

WHEREAS, the City hereby covenants that the Property is free and clear of all encumbrances; the City and Buyer declare that they have good right and lawful authority to make this Agreement and Declaration; and the City and Buyer agree that they will fully warrant and defend this Agreement and Declaration against the claims of all persons whomsoever; and

WHEREAS, Buyer acknowledges that the Property is in a newly developed plat of land requiring access to the City of Center's water and sewer system which the City has constructed at considerable cost; and

NOW THEREFORE, for good and valuable consideration, the City and Buyer agree as follows:

1. The parties declare that the Property shall be held, maintained, transferred, and owned subject to the following designations and restrictive covenants:

a. The purchase price for the Property shall be $11,998.00, to be paid in full at the time of the execution and delivery of the Deed.

b. The City agrees to convey to the Buyer the Property by Warranty Deed.

c. The Buyer agrees that he is accepting the property "as is" with any defects or issues, and the City is not making any representations or warranties regarding the property's condition.

d. The Buyer agrees that the Property will be used solely for the purpose of constructing a single or multi-family dwelling thereon in compliance with the Zoning Ordinances of the City of Center applicable to the Hazel Miner Addition.

e. The Buyer shall obtain a building permit for the Property within 2 years of purchase and substantially complete construction of the residential structure within one (1) year thereafter. Upon the failure of the Buyer or his

EXHIBIT #8

99799 7/15/2026 8:58 AM Total Pag
BOOK: 47 PAGE: 85 FEES: $20.00 MM WARRA
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By MM McNulty - Eide

CITY OF CENTER
PO BOX 76

CENTER, ND 58530

RECORDER OLIVER SEAL COUNTY STATE OF NORTH DAKOTA

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 7th day of July, 2026, between the **City of Center,** North Dakota, a body corporate and politic ("Grantor"), and **Tanner Henke**, whose address is 4320 20th St. SW, Stanton, ND 58571 ("Grantee").

WITNESSETH, for and in consideration of the sum of Eleven Thousand Nine Hundred Ninety-Eight Dollars ($11,998.00) and other good and valuable consideration, Grantor does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lots Seven (7) and Eight (8), Block Three (3), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantor for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

EXHIBIT #9

99805 7/15/2026 9:37 AM Total Pag
BOOK: 47 PAGE: 95 FEES: $20.00 MM WARRA
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By MM McNulty Eide

DOUBLE AGENT PROPERTIES
315 LINDEN LANE

BISMARCK, ND 58503

RECORDER OLIVER COUNTY SEAL STATE OF NORTH DAKOTA

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 15 day of July, 2026, between the **Tanner Henke,** whose address is 4320 20th St. SW Stanton, ND 58571 ("Grantor"), and **Double Agent Properties LLC**, a North Dakota Limited Liability Company, whose registered address is 315 Linden Lane, Bismarck, ND 58503 ("Grantee").

WITNESSETH, for and in consideration of the sum of Eleven Thousand Dollars ($11,000.00) and other good and valuable consideration, Grantor does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lots Seven (7) and Eight (6), Block Three (3), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantor for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

EXHIBIT #10

33-2026-CV-00021

Outlook

FW: Purchase Agreement and Warranty Deed

From City Auditor <cityofcenter@westriv.com>
Date Wed 8/19/2026 10:31 AM
To Patrick Waters <patrick@701justice.com>

2 attachments (342 KB)
Vernon & Zoeann Henke Purchase Agreement (rev).pdf; Vernon & Zoeann Henke Warranty Deed.pdf;

This was sent to Vernon & Zoeann Henke...

From: City Auditor <cityofcenter@westriv.com>
Sent: Monday, June 29, 2026 2:42 PM
To: 'zhenke@westriv.com' <zhenke@westriv.com>
Subject: Purchase Agreement and Warranty Deed

Please see attached documents.

Thank you!
Cassie Smith

EXHIBIT #11

33-2026-CV-00021

Center Hazel Minor Addition
Transfer Agreement and
Declaration of Restrictive Covenants

THIS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS made and entered this 1 day of July, 2026, by and between the **City of Center**, a Municipal Corporation, hereinafter referred to as "City" and **Vernon Henke and Zoeann Henke**, hereinafter referred to as "Buyers",

WHEREAS, the City holds fee title to the following real property located in the City of Center, County of Oliver:

Lot Three (3), Block Five (5) and Lot Four (4), Block Six (6), Hazel Miner Addition to the City of Center (hereinafter referred to as the "Property")

WHEREAS, Buyers desire to purchase the Property from the City; and

WHEREAS, the City hereby covenants that the Property is free and clear of all encumbrances; the City and Buyers declare that they have good right and lawful authority to make this Agreement and Declaration; and the city and Buyers agree that they will fully warrant and defend this Agreement and Declaration against the claims of all persons whomsoever; and

WHEREAS, Buyers acknowledge that the Property is in a newly developed plat of land requiring access to the City of Center's water and sewer system which the City has constructed at considerable cost; and

NOW THEREFORE, for good and valuable consideration, the City and Buyers agree as follows:

1. The parties declare that the Property shall be held, maintained, transferred, and owned subject to the following designations and restrictive covenants:

a. The purchase price for the Property shall be $12,998.00, to be paid in full at the time of the execution and delivery of the Deed.

b. The City agrees to convey to the Buyers the Property by Warranty Deed.

c. The Buyers agree that they are accepting the property "as is" with any defects or issues, and the City is not making any representations or warranties regarding the property's condition.

d. The Buyers agree that the Property will be used solely for the purpose of constructing a single or multi-family dwelling thereon in compliance with the Zoning Ordinances of the City of Center applicable to the Hazel Miner Addition.

e. The Buyers shall obtain a building permit for the Property within 2 years of purchase and substantially complete construction of the residential structure within one (1) year thereafter. Upon the failure of the Buyers or

EXHIBIT #12

99801 7/15/2026 9:04 AM Total Pag
BOOK: 47 PAGE: 87 FEES: $20.00 MM WARRA
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By MM McNulty-Eide

CITY OF CENTER
PO BOX 76

CENTER, ND 58530

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 7th day of July, 2026, between the **City of Center,** North Dakota, a body corporate and politic ("Grantor"), and **Vernon Henke and Zoeann Henke**, whose address is 4310 20th St. SW, Stanton, ND 58571 ("Grantees").

WITNESSETH, for and in consideration of the sum of Twelve Thousand Nine Hundred Ninety-Eight Dollars ($12,998.00) and other good and valuable consideration, Grantor does hereby grant to the Grantees, in JOINT TENANCY, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Three (3), Block Five (5) and Lot Four (4), Block Six (6), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantor for itself, its heirs, assigns and personal representatives, does covenant with the Grantees 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 is free from all encumbrances, 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 the Grantees, against all persons lawfully claiming or to claim the

EXHIBIT #13

99802 7/15/2026 9:28 AM Total Pag
BOOK: 47 PAGE: 89 FEES: $20.00 MM WARRA
Mickie McNulty-Elde, OLIVER COUNTY RECORDER
By MMcNulty-Elde

DOUBLE AGENT PROPERTIES LLC
315 LINDEN LANE

BISMARCK, ND 58503

RECORDER OLIVER SEAL COUNTY STATE OF NORTH DAKOTA

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 15 day of July, 2026, between the **Vernon Henke and Zoeann Henke**, whose address is 4310 20th St. SW, Stanton, ND 58571 ("Grantors"), and **Double Agent Properties LLC**, a North Dakota Limited Liability Company, whose registered address is 315 Linden Lane, Bismarck, ND 58503 ("Grantee").

WITNESSETH, for and in consideration of the sum of Twelve Thousand Dollars ($12,000.00) and other good and valuable consideration, Grantors does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Three (3), Block Five (5) and Lot Four (4), Block Six (6), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantors for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

Outlook

FW: Absolutely Correct Documents

From City Auditor <cityofcenter@westriv.com>
Date Wed 8/19/2026 10:30 AM
To Patrick Waters <patrick@701justice.com>

6 attachments (1,020 KB)

William & Cassidy Sherwin Purchase Agreement (rev).pdf; David & Carole Sherwin Purchase Agreement (rev).pdf; Marcella Sherwin Warranty Deed.pdf; Marcella Sherwin Purchase Agreement (rev).pdf; 1. 2026-06 William & Cassidy Sherwin Warranty Deed.pdf; 3. 2026-06 David & Carole Sherwin Warranty Deed.pdf;

This is the one that was sent to William Sherwin...

From: City Auditor <cityofcenter@westriv.com>
Sent: Friday, June 26, 2026 3:58 PM
To: 'wrsherwin@gmail.com' <wrsherwin@gmail.com>
Subject: Absolutely Correct Documents

Sorry to blow up your inbox.... These are the ACTUAL correct documents.

Good grief, it must be Friday....

Have a great weekend!
Cassie

EXHIBIT #15

33-2026-CV-00021

Center Hazel Minor Addition
Transfer Agreement and
Declaration of Restrictive Covenants

THIS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS made and entered this 1st day of ~~June~~ July, 2026, by and between the **City of Center**, a Municipal Corporation, hereinafter referred to as "City" and **David Sherwin and Carole Sherwin**, hereinafter referred to as "Buyers",

WHEREAS, the City holds fee title to the following real property located in the City of Center, County of Oliver:

Lot Four (4), Block Three (3) and Lot Seven (7), Block Five (5), Hazel Miner Addition to the City of Center (hereinafter referred to as the "Property")

WHEREAS, Buyers desire to purchase the Property from the City; and

WHEREAS, the City hereby covenants that the Property is free and clear of all encumbrances; the City and Buyers declare that they have good right and lawful authority to make this Agreement and Declaration; and the city and Buyers agree that they will fully warrant and defend this Agreement and Declaration against the claims of all persons whomsoever; and

WHEREAS, Buyers acknowledge that the Property is in a newly developed plat of land requiring access to the City of Center's water and sewer system which the City has constructed at considerable cost; and

NOW THEREFORE, for good and valuable consideration, the City and Buyers agree as follows:

1. The parties declare that the Property shall be held, maintained, transferred, and owned subject to the following designations and restrictive covenants:

   a. The purchase price for the Property shall be $11,998.00, to be paid in full at the time of the execution and delivery of the Deed.

   b. The City agrees to convey to the Buyers the Property by Warranty Deed.

   c. The Buyers agree that they are accepting the property "as is" with any defects or issues, and the City is not making any representations or warranties regarding the property's condition.

   d. The Buyers agree that the Property will be used solely for the purpose of constructing a single or multi-family dwelling thereon in compliance with the Zoning Ordinances of the City of Center applicable to the Hazel Miner Addition.

99792 7/10/2026 11:18 AM Total Pa
BOOK: 47 PAGE: 79 FEES: $20.00 MM WARRA
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By MMcNulty-Eide

CITY OF CENTER
PO BOX 76

CENTER, ND 58530

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this 7th day of July, 2026, between the **City of Center,** North Dakota, a body corporate and politic ("Grantor"), and **David Sherwin and Carole Sherwin,** whose address is 309 Linden Lane, Bismarck, ND 58503 ("Grantees").

WITNESSETH, for and in consideration of the sum of Eleven Thousand Nine Hundred Ninety-Eight Dollars ($11,998.00) and other good and valuable consideration, Grantor does hereby grant to the Grantees, in JOINT TENANCY, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Four (4), Block Three (3) and Lot Seven (7), Block Five (5), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantor for itself, its heirs, assigns and personal representatives, does covenant with the Grantees 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 is free from all encumbrances, 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 the Grantees, against all persons lawfully claiming or to claim the

EXHIBIT #17

33-2026-CV-00021

99803 7/15/2026 9:31 AM Total Pag
BOOK: 47 PAGE: 91 FEES: $20.00 MM WARRA
Mickie McNulty-Eide, OLIVER COUNTY RECORDER
By McNulty-Eide

DOUBLE AGENT PROPERTIES LLC
315 LINDEN LANE

BISMARCK, ND 58503

RECORDER OLIVER SEAL COUNTY STATE OF NORTH DAKOTA

The Space Above This Line Is For Use By Recording Office Only

WARRANTY DEED

THIS INDENTURE, made this ~~15~~ 13th day of July, 2026, between the **David Sherwin and Carole Sherwin**, whose address is 309 Linden Lane, Bismarck, ND 58503 ("Grantors"), and **Double Agent Properties LLC**, a North Dakota Limited Liability Company, whose registered address is 315 Linden Lane, Bismarck, ND 58503 ("Grantee").

WITNESSETH, for and in consideration of the sum of Eleven Thousand Dollars ($11,000.00) and other good and valuable consideration, Grantors does hereby grant to the Grantee, all its interest in the following real property lying and being in the County of Oliver, State of North Dakota, and described as follows, to-wit:

Lot Four (4), Block Three (3) and Lot Seven (7), Block Five (5), Hazel Miner Addition to the City of Center, Oliver County, North Dakota

Subject to all reservations, easements, and rights of way of record, and subject to a hook-up fee for water and sewer of $7,500.00 per lot, as stated in a Transfer Agreement entered by the Parties in conjunction with this Warranty Deed.

The legal description was obtained from ☒ a previously recorded instrument ☐ or prepared by Donovan & Kaffar, PLLP, PO Box 488, Hazen, ND 58545.

And the Grantors for itself, its heirs, assigns and personal representatives, 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 is free from all encumbrances, 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 the Grantee, against all persons lawfully claiming or to claim the

Outlook

FW: Absolutely Correct Documents

From City Auditor <cityofcenter@westriv.com>
Date Wed 8/19/2026 10:30 AM
To Patrick Waters <patrick@701justice.com>

6 attachments (1,020 KB)

William & Cassidy Sherwin Purchase Agreement (rev).pdf; David & Carole Sherwin Purchase Agreement (rev).pdf; Marcella Sherwin Warranty Deed.pdf; Marcella Sherwin Purchase Agreement (rev).pdf; 1. 2026-06 William & Cassidy Sherwin Warranty Deed.pdf; 3. 2026-06 David & Carole Sherwin Warranty Deed.pdf;

This is the one that was sent to William Sherwin...

From: City Auditor <cityofcenter@westriv.com>
Sent: Friday, June 26, 2026 3:58 PM
To: 'wrsherwin@gmail.com' <wrsherwin@gmail.com>
Subject: Absolutely Correct Documents

Sorry to blow up your inbox.... These are the ACTUAL correct documents.

Good grief, it must be Friday....

Have a great weekend!
Cassie

EXHIBIT #19

33-2026-CV-00021

Center Hazel Minor Addition
Transfer Agreement and
Declaration of Restrictive Covenants

THIS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS made and entered this 1st day of June, 2026, by and between the **City of Center**, a Municipal Corporation, hereinafter referred to as "City" and **Marcella Sherwin**, hereinafter referred to as "Buyer",

WHEREAS, the City holds fee title to the following real property located in the City of Center, County of Oliver:

Lots Five (5) and Six (6), Block Five (5), Hazel Miner Addition to the City of Center (hereinafter referred to as the "Property")

WHEREAS, Buyer desires to purchase the Property from the City; and

WHEREAS, the City hereby covenants that the Property is free and clear of all encumbrances; the City and Buyer declare that they have good right and lawful authority to make this Agreement and Declaration; and the City and Buyer agree that they will fully warrant and defend this Agreement and Declaration against the claims of all persons whomsoever; and

WHEREAS, Buyer acknowledges that the Property is in a newly developed plat of land requiring access to the City of Center's water and sewer system which the City has constructed at considerable cost; and

NOW THEREFORE, for good and valuable consideration, the City and Buyer agree as follows:

1. The parties declare that the Property shall be held, maintained, transferred, and owned subject to the following designations and restrictive covenants:

   a. The purchase price for the Property shall be $11,998.00, to be paid in full at the time of the execution and delivery of the Deed.

   b. The City agrees to convey to the Buyer the Property by Warranty Deed.

   c. The Buyer agrees that she is accepting the property "as is" with any defects or issues, and the City is not making any representations or warranties regarding the property's condition.

   d. The Buyer agrees that the Property will be used solely for the purpose of constructing a single or multi-family dwelling thereon in compliance with the Zoning Ordinances of the City of Center applicable to the Hazel Miner Addition.

   e. The Buyer shall obtain a building permit for the Property within 2 years of purchase and substantially complete construction of the residential structure within one (1) year thereafter. Upon the failure of the Buyer or her