

CITY OF
DICKINSON | **DEVELOPMENT AGREEMENT**
North Dakota

THIS AGREEMENT (the Agreement), made on the ____ day of _____, 2024 (“Effective Date”) between the City of Dickinson, a political subdivision, hereinafter called the City, and the Owner as identified herein.

Current Owner Name & Address: I-94 Development, LLC
48 20th Street SW
Dickinson, ND 58601

Legal Description:

A PARCEL OF LAND BEING LOT1B AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3178771, BLOCK TWO (2) OF SOUTHFORK ACRES SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE B (1B) BEING A FOUND REBAR AND CAP; THENCE N 89°55'24" E ALONG THE NORTH LINE OF SAID LOT ONE B (1B), A DISTANCE OF 1276.22 FEET TO A FOUND REBAR AND CAP LS-5466 AT THE NORTHWEST CORNER OF SAID LOT ONE B (1B); THENCE S 00°14'12" E ALONG THE EAST LINE OF SAID LOT ONE B (1B), A DISTANCE OF 1466.59 FEET TO A FOUND REBAR AND CAP LS-5466 ON THE NORTH RIGHT-OF-WAY OF DVORAK DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES TO FOUND REBAR AND CAPS LS-5466: S 87°50'18" W, 648.45 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 270.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°38'30" AN ARC LENGTH OF 248.07 FEET; THENCE S 35°11'48" W, 180.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 390.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°36'14" AN ARC LENGTH OF 262.77 FEET; THENCE S 03°24'26" E, 591.56 FEET TO SAID REBAR AND CAP LS-5466 ON INTERSECTION OF SAID DVORAK DRIVE RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF 20TH STREET SOUTHWEST; THENCE S 89°53'37" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 280.35 FEET TO A FOUND REBAR AND CAP LS-5466; THENCE N 00°02'16" W LEAVING SAID RIGHT-OF-WAY ALONG THE WEST LINE OF SAID LOT ONE (1), A DISTANCE OF 1470.24 FEET TO A FOUND REBAR; THENCE N 00°09'42" W CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1119.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 51.11 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

The proposed plat name for this property is “**Southfork Acres 2nd Subdivision**”.

Also referred to herein as the “**Subject Property**”

RECITALS

WHEREAS, Owner is the fee Owner of the Subject Property, located in Stark County, North Dakota, legally-described as provided above; and

WHEREAS, Owner intends on re-platting the Subject Property; and

WHEREAS, Owner and City agree that the Subject Property will follow the terms of this Agreement, "Southfork Acres 2nd Subdivision" plat, and all applicable City ordinances and regulations;

NOW THEREFORE, in mutual consideration of the promises, covenants and agreements of the parties contained herein, the parties hereby agree as follows:

1. Regulation of Development. If the City determines at any point in the future that it requires public right-of-way for public access and/or utilities through the Subject Property, Owner and all future Owner(s) hereby agree to dedicate the portion of Lots 1-4, Block 1 of the Subject Property encumbered by the 70-foot wide water service and access easement shown by the Southfork Acres 2nd Subdivision Plat as public right-of-way at no cost to the City. The property Owner and all future Owner(s) waive their right to protest said right-of-way dedication.

2. Subdivision of Land. Owner shall otherwise conform to all requirements regarding the subdivision of land enacted by the City of Dickinson, as set forth in Chapter 34 of the City of Dickinson Municipal Code, as may be amended from time to time. The provision of remedies in this Agreement shall be in addition to those otherwise provided by law to the City for other violations of the City of Dickinson Municipal Code.

3. Repairs and Replacements. Owner shall replace, or have replaced, or repair, or have repaired, as the case may be, any and all pipes and monuments within the Subject Property that have been destroyed or damaged by Owner or Owner's agents. Owner shall replace, or have replaced, or repair, or have repaired, as the case may be, the entire cost of such replacement or repair, of any and all property damaged or destroyed by reason of any work done pursuant to this Agreement, whether such property is owned by the United States, or any agency or entity thereof, or the State of North Dakota, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer or their designee.

4. Agreement Runs with the Land. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land and shall be recorded with the Office of the Stark County Recorder against the Subject Property. As Owner sells individual lots within the Subject Property, Owner shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of Owner contained herein shall similarly be binding upon purchasers of lots within the Subject Property, and shall no longer apply to previous Owner upon conveyance of ownership.

5. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

6. **Non-waiver.** Each right, power or remedy conferred upon the City or Owner by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or Owner at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or Owner and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

7. **Governing Law – Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any dispute under this Agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____

Title: _____

Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20_____, before me personally appeared **Scott Decker** and _____ known to me to be, respectively, the President of the Board of City Commissioners and the _____ of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Notary Public
Stark County, North Dakota

