



DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the ____ day of _____, 20____
("Effective Date") between the City of Dickinson, a political subdivision, hereinafter called "the CITY", and the
OWNER as identified herein;

OWNER Name and Address: John Schneider
PO Box 1987
Dickinson, ND 58601

For the following described property:

A PARCEL OF LAND BEING LOTS 1-10 OF BLOCK 1 OF THE *SOUTHVIEW HOMES 2ND ADDITION SUBDIVISION* AND
LOTS 13 AND 15-22 OF BLOCK 6 OF THE *NETZER'S 1ST SUBDIVISION* TO THE CITY OF DICKINSON, STARK COUNTY,
ND.

SAID PARCEL CONTAINS 3.48 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS,
AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as the "**Subject Property**";

RECITALS

WHEREAS, OWNER is the fee owner of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally described as provided above; and

WHEREAS, OWNER and the CITY agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement 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.** This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to construct the residences located along 4th Avenue SE as outlined in Attachment A. Remedies contained 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.

2. **Permits.** OWNER shall be responsible for submitting any required permits for the proposed development. This includes, but is not limited to, fence permits, right-of-way concrete permits, and building permits. The City shall waive the fees associated with all building-related permits, and water and sewer connection fees associated with any residences constructed in the Subject Property within the timeframe outlined in Section 3 of this Agreement. This Agreement does not govern any tax incentives regarding the Subject Property. OWNER is responsible for submitting the Property Tax Exemption Application for any new residential construction associated with the Subject Property.

3. **Construction Timeline.** OWNER shall submit all building permit applications within three (3) years of the day of the approval of this agreement. Any building permits submitted for the Subject Property after the timeframe listed above must be paid in full based on the City's fee schedule rates at that time. Water and sewer connection fees for residences constructed within the timeframe above shall be waived in full.

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. All obligations, promises and covenants of OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

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: _____

Title: President of the Board of City Commissioners

Signature: _____

ATTEST:

By: _____

Title: City Administrator

Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20____, before me personally
appeared _____ and _____
known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator 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

OWNER – John Schneider

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, the **OWNER** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, the **CONTRACTOR** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.