



DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the ____ day of _____, 2026 (“Effective Date”) between the City of Dickinson, a political subdivision, hereinafter called “the CITY”, and the OWNER as identified herein;

OWNER Name and Address: Peaceful Pioneer Partners, LP
4530 E Thousand Oaks Blvd #100
Westlake Village, CA 91362-3897

For the following described property:

A PARCEL OF LAND BEING PART OF LOT ELEVEN (11) OF BLOCK ONE (1), LOT ONE (1) OF BLOCK TWO (2), AND LOT ONE (1) OF BLOCK THREE (3) OF *DKN-MDN SUBDIVISION* TO THE CITY OF DICKINSON, STARK COUNTY, ND, PLUS THE VACATED NORTH 164.6 FEET OF ENTERPRISE AVENUE OF THE *DKN-MDN SUBDIVISION*.

SAID PARCEL CONTAINS 7.86 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as “**Peaceful Pioneer**”;

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

RECITALS

WHEREAS, OWNER is the fee owner of a portion 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 mill and overlay the asphalt parking spaces along Enterprise Avenue that are located on OWNER's Subject Property, and the portions of the surrounding sidewalk, curb, and gutter 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. Infrastructure Improvements – Special Conditions. Public infrastructure improvements will be required to serve portions of the Subject Property. OWNER and the CITY hereby agree that the following are the only public infrastructure improvements required to be constructed as indicated herein and accepted by the CITY:

- a) The CITY has prepared plans and specifications for the project improvements within the Subject Property in accordance with current City Policies. The cost of preparing these plans have been paid by the CITY.
- b) The CITY shall construct or have constructed the improvements for the associated Enterprise Avenue and connected off-street parking lots as depicted by the plans and specifications approved by the CITY as noted by Section 2. a) of this Agreement during the construction season of 2026. The OWNER shall pay all expenses associated with the improvements on the Subject Property which are noted to be **\$11,551.35** based on the unit prices for the project bid documents, refer to Attachment A. The OWNER and the CITY shall share costs associated with the mill and overlay of pavement within the Enterprise Avenue right-of-way. OWNER shall pay for the portion of the parking spaces outside of the Enterprise Avenue right-of-way. This scope of work connected to the off-street parking is above and beyond the special assessment notification(s) sent to OWNER regarding the properties owned within the project area.
- c) Title to, ownership, and maintenance of Public Improvements after construction and acceptance shall be as defined by Section 8 of this Agreement.

3. Payment After Infrastructure Completion. No security payment will be required in advance of construction. The CITY shall pay all costs of construction. OWNER is responsible for repaying the CITY 100% of the cost of the improvements occurring on the OWNER's property, as outlined in Attachment A of this Development Agreement. If this amount is not repaid to the CITY by October 1, 2027, the costs associated with the project determined to be the responsibility of OWNER shall be specially assessed to the Subject Property and will be included in property taxes and paid back over 10 years at an interest rate of 4.1%.

4. City Engineer Approval Required. No improvements within the Subject Property shall be made unless and until this Agreement is fully executed by OWNER and the CITY.

5. **Establishment of Easement.** No easements shall be required to be established on the Subject Property.

6. **Permits.** It is the responsibility of the CITY to get all permits submitted, reviewed, and approved prior to construction taking place on the Subject Property. OWNER has no permits it is obligated to acquire.

7. **Repairs and Replacements.** The CITY 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 the CITY or CITY's agents. The CITY 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. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer or his designee.

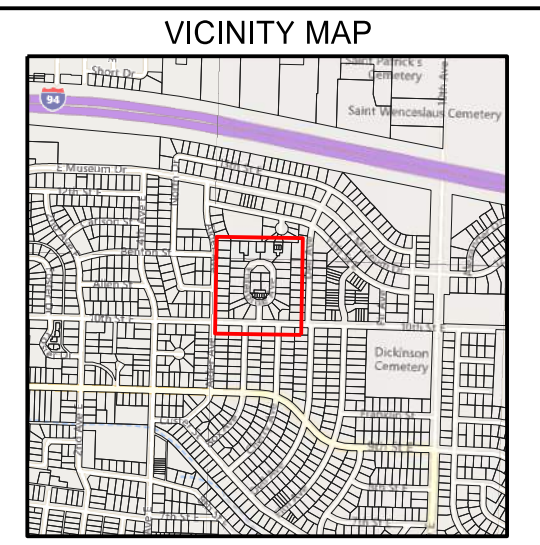
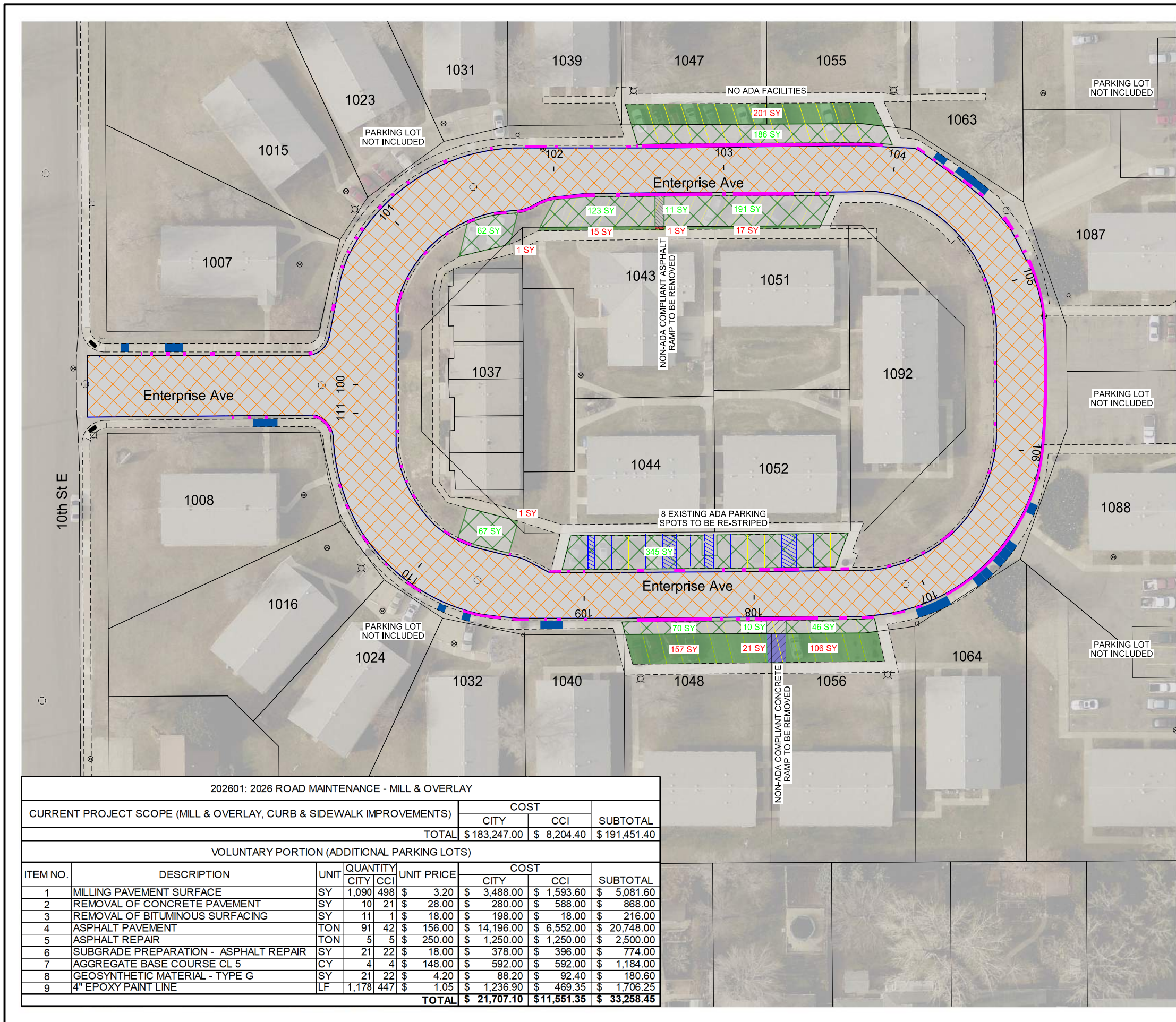
8. **Agreement Runs with the Land.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land and shall be recorded with the Office of the Stark 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.

9. **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.

10. **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.

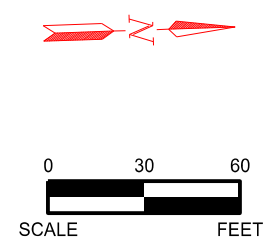
11. **Governing Law – Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, 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.

12. **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.



- LEGEND**
- MILL AND OVERLAY AREA (CURRENT PROJECT SCOPE)
 - SIDEWALK / DRIVEWAY IMPROVEMENTS (CURRENT PROJECT SCOPE ASSESSED BY SID)
 - CURB AND GUTTER IMPROVEMENTS (CURRENT PROJECT SCOPE)

- VOLUNTARY PORTION**
- MILL AND OVERLAY PROJECT COST
 - MILL AND OVERLAY CCI COST
 - REMOVAL OF CONCRETE / ASPHALT REPAIR PROJECT COST
 - REMOVAL OF CONCRETE / ASPHALT REPAIR CCI COST
 - REMOVAL OF BITUMINOUS / ASPHALT REPAIR PROJECT COST
 - REMOVAL OF BITUMINOUS / ASPHALT REPAIR CCI COST



202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY								
CURRENT PROJECT SCOPE (MILL & OVERLAY, CURB & SIDEWALK IMPROVEMENTS)				COST			SUBTOTAL	
				CITY	CCI			
TOTAL				\$ 183,247.00	\$ 8,204.40		\$ 191,451.40	
VOLUNTARY PORTION (ADDITIONAL PARKING LOTS)								
ITEM NO.	DESCRIPTION	UNIT	QUANTITY		COST			SUBTOTAL
			CITY	CCI	CITY	CCI		
1	MILLING PAVEMENT SURFACE	SY	1,090	498	\$ 3.20	\$ 3,488.00	\$ 1,593.60	\$ 5,081.60
2	REMOVAL OF CONCRETE PAVEMENT	SY	10	21	\$ 28.00	\$ 280.00	\$ 588.00	\$ 868.00
3	REMOVAL OF BITUMINOUS SURFACING	SY	11	1	\$ 18.00	\$ 198.00	\$ 18.00	\$ 216.00
4	ASPHALT PAVEMENT	TON	91	42	\$ 156.00	\$ 14,196.00	\$ 6,552.00	\$ 20,748.00
5	ASPHALT REPAIR	TON	5	5	\$ 250.00	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
6	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	21	22	\$ 18.00	\$ 378.00	\$ 396.00	\$ 774.00
7	AGGREGATE BASE COURSE CL 5	CY	4	4	\$ 148.00	\$ 592.00	\$ 592.00	\$ 1,184.00
8	GEOSYNTHETIC MATERIAL - TYPE G	SY	21	22	\$ 4.20	\$ 88.20	\$ 92.40	\$ 180.60
9	4" EPOXY PAINT LINE	LF	1,178	447	\$ 1.05	\$ 1,236.90	\$ 469.35	\$ 1,706.25
TOTAL						\$ 21,707.10	\$ 11,551.35	\$ 33,258.45

This document
is preliminary
and not for
construction or
implementation
purposes.

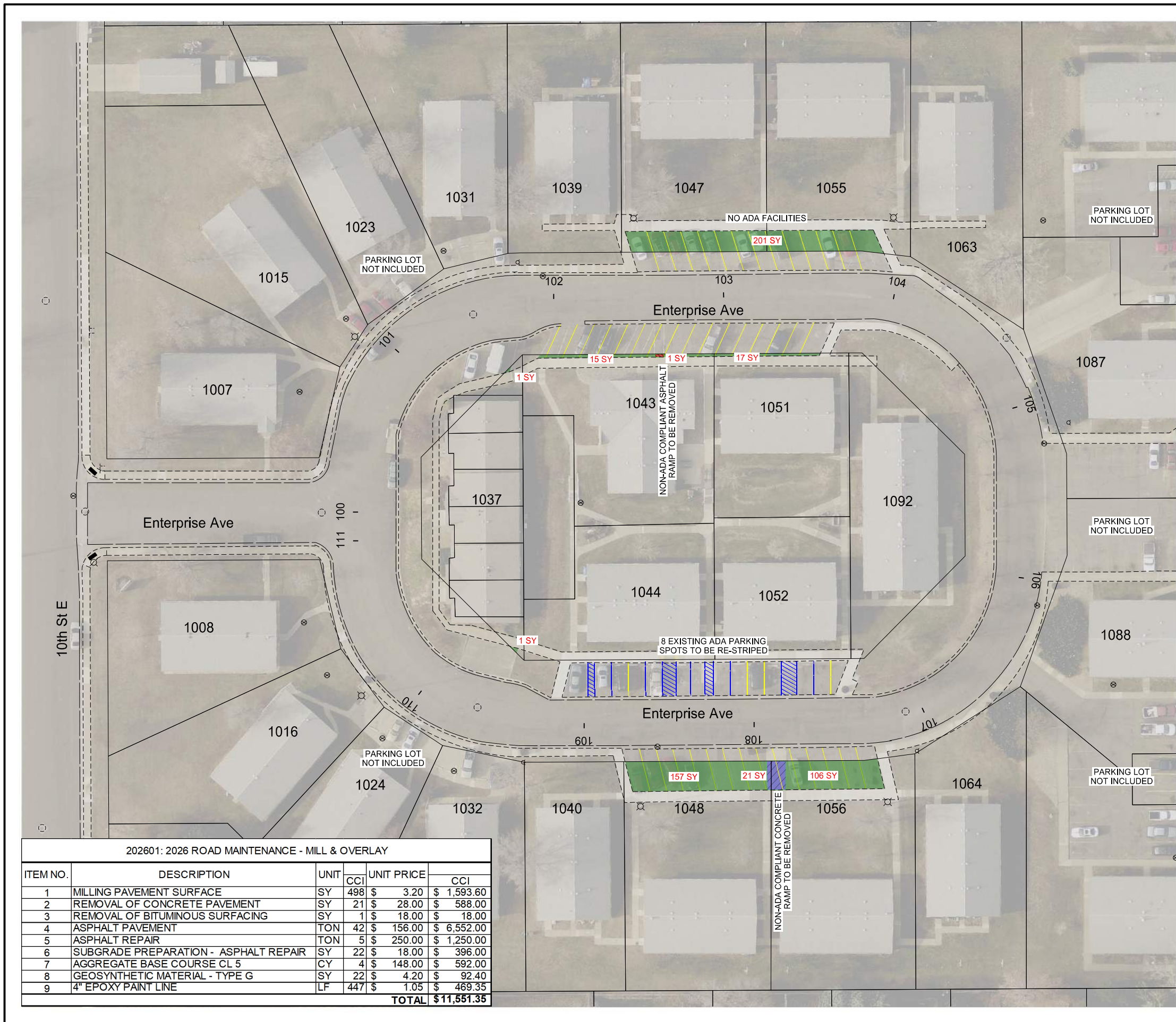
531 West Villard Street, Suite 1
Dickinson, ND 58601
701.774.8200

REVISION NO.	DATE

DRAFTED KJW
REVIEWED JAE
PROJECT NUMBER 202601
ISSUE DATE 2/11/2026

202601 - 2026 ROAD MAINTENANCE - MILL AND OVERLAY
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
ENTERPRISE AVE PARKING LOTS - ASPHALT

SHEET
EXH-1



VICINITY MAP

VOLUNTARY PORTION

- MILL AND OVERLAY
CCI COST
- REMOVAL OF CONCRETE / ASPHALT REPAIR
CCI COST
- REMOVAL OF BITUMINOUS / ASPHALT REPAIR
CCI COST

REVISION

NO.	DATE	REVISION

DRAFTED
KJW

REVIEWED
JAE

PROJECT NUMBER
202601

ISSUE DATE
2/11/2026

SCALE FEET

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202601 - 2026 ROAD MAINTENANCE - MILL AND OVERLAY

CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

ENTERPRISE AVE PARKING LOTS - ASPHALT (CCI PORTION)

SHEET
EXH-2

202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY				
ITEM NO.	DESCRIPTION	UNIT	CCI	
			CCI	CCI
1	MILLING PAVEMENT SURFACE	SY	498	\$ 1,593.60
2	REMOVAL OF CONCRETE PAVEMENT	SY	21	\$ 588.00
3	REMOVAL OF BITUMINOUS SURFACING	SY	1	\$ 18.00
4	ASPHALT PAVEMENT	TON	42	\$ 6,552.00
5	ASPHALT REPAIR	TON	5	\$ 1,250.00
6	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	22	\$ 396.00
7	AGGREGATE BASE COURSE CL 5	CY	4	\$ 592.00
8	GEOSYNTHETIC MATERIAL - TYPE G	SY	22	\$ 92.40
9	4" EPOXY PAINT LINE	LF	447	\$ 469.35
TOTAL			11,551.35	