

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Administrator, and Permittee, as stated herein.

Administrator:

City of Dickinson
38 1st Street West
Dickinson, ND 58601

Permittee:

Fisher Industries – Fisher Sand & Gravel
P.O. Box 1034
Dickinson, ND 58602-1034

Agreement Date: December 17, 2024 - City Commission

1. **Permit Term.** The term of this Agreement shall be from the acceptance of said agreement until December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement. On or before the end of the Term, the parties hereto shall enter into negotiations for any renewals of the Permit; provided, however, that neither Administrator nor Permittee shall be bound to renew this Permit.
2. **Fees.** Permittee hereby agrees to pay an annual fee of \$12,000. Such payment shall be due upon execution of this Agreement. Subsequent payments shall be due on or before the end of the month preceding the expiration of the Permit. Permit fees shall be reassessed and renegotiated with the renewal of the Agreement.
3. **Permitted Uses.** The Permit shall be used by Permittee only. Permittee shall not transfer or assign its right or interest in this Agreement to any third party without written consent of Administrator. This Agreement allows oversized loads under 200,000 pounds to travel to and from I-94 exit 64, along the I-94 East Business Loop, and on Energy Drive to and from the Permittee's location on Energy Drive. Trucks and/or equipment must be badged as Fisher Industries, or its affiliate, Fisher Sand & Gravel in order to be covered under this Agreement. If signalization is installed along the route, a height restriction will need to be added to this Agreement once clearances are determined.
4. **Default.** Permittee's failure to fulfill any condition or term of this Agreement, or to pay any Permit fee when due, shall be a material default. Upon such material default, Administrator shall be entitled to cancel the Permit and retain any Permit fees paid hereunder. Administrator shall be entitled to enforce any other remedies available to the Administrator under North Dakota law. In the event of such default, Permittee agrees to peaceably revert back to a per trip permit through the Loadpass system. A waiver by Administrator of any default or breach hereunder on the part of Permittee shall not be construed to be a continuing waiver of such default or breach, nor a waiver in a manner of a default of breach subsequently occurring.
5. **Binding Effect.** This Permit shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.



6. **Governing Law.** This Permit shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.
7. **Entire Agreement.** This Permit 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 Permit. This Permit 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 Permit, but rather this Permit may be amended only by an agreement in writing signed by the parties.
8. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Permit.

(signatures begin on next page)



City of Dickinson, a North Dakota municipal corporation

Scott Decker, President
Board of City Commissioners

Dustin Dassinger
City Administrator

STATE OF NORTH DAKOTA)
COUNTY OF STARK)ss

On this _____ day of _____, 20____, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for 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

PERMITTEE

By: _____

By: _____

STATE OF NORTH DAKOTA)
COUNTY OF STARK)ss

On this _____ day of _____, 20____, before me personally appeared _____ and _____, known to me to be the persons are described herein and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

Notary Public

Stark County, North Dakota