



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: Jason Tormaschy
2845 10th Avenue E
Dickinson, ND 58601

For the following described property:

LOT ONE (1) OF BLOCK ONE (1) OF *ZOWIE HEIGHTS ADDITION SUBDIVISION* TO THE CITY OF DICKINSON, STARK
COUNTY, ND.

SAID PARCEL CONTAINS 30.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS,
AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as "**Zowie Heights Addition**";

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. Annexation of Property. The Subject Property shall be annexed into the City of Dickinson at the time of recording of this agreement and associated ordinance. 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. Master Plan – Infrastructure Requirement Acknowledgement. OWNER is responsible for addressing the questions associated with annexation proposals as outlined below prior to the approval of any further permits and/or development applications. Responses to the following questions shall be provided by any future developers or applicants for any further permits:

- 1) Any and all City infrastructure (water, sewer and roads) that will need to be extended to the annexation site.
- 2) Any and all new or enlarged City infrastructure facility that will be needed to extend City services to the annexation site.
- 3) A master plan for the annexation site, including the approximate area of each proposed general land use type, the density of planned residential uses and the intensity of planned non-residential uses.
- 4) The estimated water demand of the planned development of the annexation site.
- 5) The estimated peak hour traffic that will be generated from the planned development of the annexation site.
- 6) An evaluation of City Police and Fire Department's ability to safely provide service to the annexation site.
- 7) When applicable, the cost of providing urban services to existing rural development.
- 8) A cost estimate, prepared by a licensed engineer, of the cost of providing or extending urban services specified in above.

3. City Engineer Approval Required. No improvements within the Subject Property shall be made unless and until necessary plans and specifications therefore have been submitted to and approved by the City Engineer in accordance with the City of Dickinson Municipal Code for the Subject property covered by such plans and specifications to include all State of North Dakota permits from the North Dakota Department of Environmental Quality and/or the North Dakota Department of Transportation.

4. Establishment of Easement. OWNER or any future owners shall indicate if any easements or public right-of-way dedications will be required in a submitted development master plan.

5. **Permits and/or Development Applications.** CITY recommends OWNER schedules a development meeting once a master plan has been initiated. It is the responsibility of the OWNER to get all permits and/or development applications submitted, reviewed, and approved prior to any form of development or construction taking place on the Subject Property.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 – Jason H. Tormaschy and Lisa Tormaschy

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

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.