

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into this 5th day of December, 2016, by and among _____ (hereinafter referred to as “Developer”), and the City of Harrisburg, South Dakota, a South Dakota municipal corporation (“City”).

DECLARATIONS:

WHEREAS, Developer has proposed the development of the SE¼ of Section 35, T100N, R50W, 5th P.M., Lincoln County, South Dakota (hereinafter referred to as the “Property”);

WHEREAS, The Property is adjacent to the City’s current municipal limits making any development of the Property subject to review by the City; and

WHEREAS, the Developer and the City desire to see the process of development of the Property proceed in a smooth and coordinated manner;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained in this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby as follows:

- The Developer agrees to submit a signed Petition for Voluntary Annexation of the Property to the City Planning & Zoning Administrator no later than seven days after closing on the purchase of the Property.
- The Developer also agrees to submit a signed Petition for Voluntary Annexation of the SW¼, less the north 40 acres, of Section 25, T100N, R50W, 5th P.M., Lincoln County, South Dakota to the City Planning & Zoning Administrator no later than seven days after closing on the purchase of the Property.
- The City agrees to assign the Residential, Commercial, and Natural Resource Zoning Districts for the property as part of the Resolution Accepting the Voluntary Annexation of the Property as shown on the attached Exhibit A.
- Exhibit A also shows allowable access locations to adjoining streets.
- The City has already resolved (by Resolution 2014-07) to designate the Property as part of its Rural Service District as part of the Resolution Accepting the Voluntary Annexation of the Property. The City further agrees that the Rural Service District designation will remain unchanged until specific portions of the property are subdivided or built upon, when those portions will be re-designated by the City as Urban Service District. The Rural Service District designation is intended to continue the property tax assessment rate at the pre-annexation rate. The City’s annual assessments for street

maintenance and stormwater management are not applied to land designated as Rural Service District.

- The Developer understands that any subdivision and/or development of the Property must be done in compliance with the City's Zoning and Subdivision Regulations and Design Standards unless otherwise first agreed to by the City.
- The City anticipates the future right-of-way width of Cliff Avenue and of Willow Street to be 100 feet. This means that the City will require the dedication of any unplatted land within these future rights-of-way. Acquisition of any right-of-way beyond the anticipated future right-of-way will be subject to negotiation between the City and the Developer.
- The City agrees to allow one or more street crossings of the tributary channel to utilize culverts, similar to the ones used upstream under Tom Sawyer Trail, instead of a bridge. The Developer agrees to include at least one street crossing of the tributary channel in his development plans.
- The City anticipates the installation of a new paved 10' wide bicycle/pedestrian trail adjacent to the Property along the north side of Willow Street within the public right-of-way and the eventual conversion of the existing gravel trail along Cliff Avenue to a paved 10' wide bicycle/pedestrian trail. The City agrees to not assess any of the costs of these trails to adjacent portions of the Property or the Property as a whole.
- The City agrees to not require any stormwater or drainage basin analysis by the Developer for areas beyond the limits of the Property.
- The City needs to install a sanitary sewer main across the Property to serve development beyond the limits of the Property and possibly serve some of the future development of the Property. The Developer agrees that any future lots on the Property that will use this sanitary sewer main will be subject to cost recovery for the main.
- The Developer understands that he may owe a sanitary sewer cost recovery fee if any portion of his development's sanitary sewer system ties into the existing Green Meadows sanitary sewer main.
- The City agrees to support the formation of a Tax Increment District for the Property for applicable items per state statute.
- The Developer intends to include the construction of a motel in his development plans for the Property. The City agrees to support the formation of a Business Improvement District for the Property if the construction of the motel is to be completed within four years of the date of this Agreement.

This Agreement, including the introductory and recital paragraphs contained herein, and any exhibits attached, contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver,

change, modification, extension, or discharge is sought. A waiver of any term or provision shall not be construed as waiver of any other term or provisions or as waiver of subsequent performance of the same provision of this Agreement.

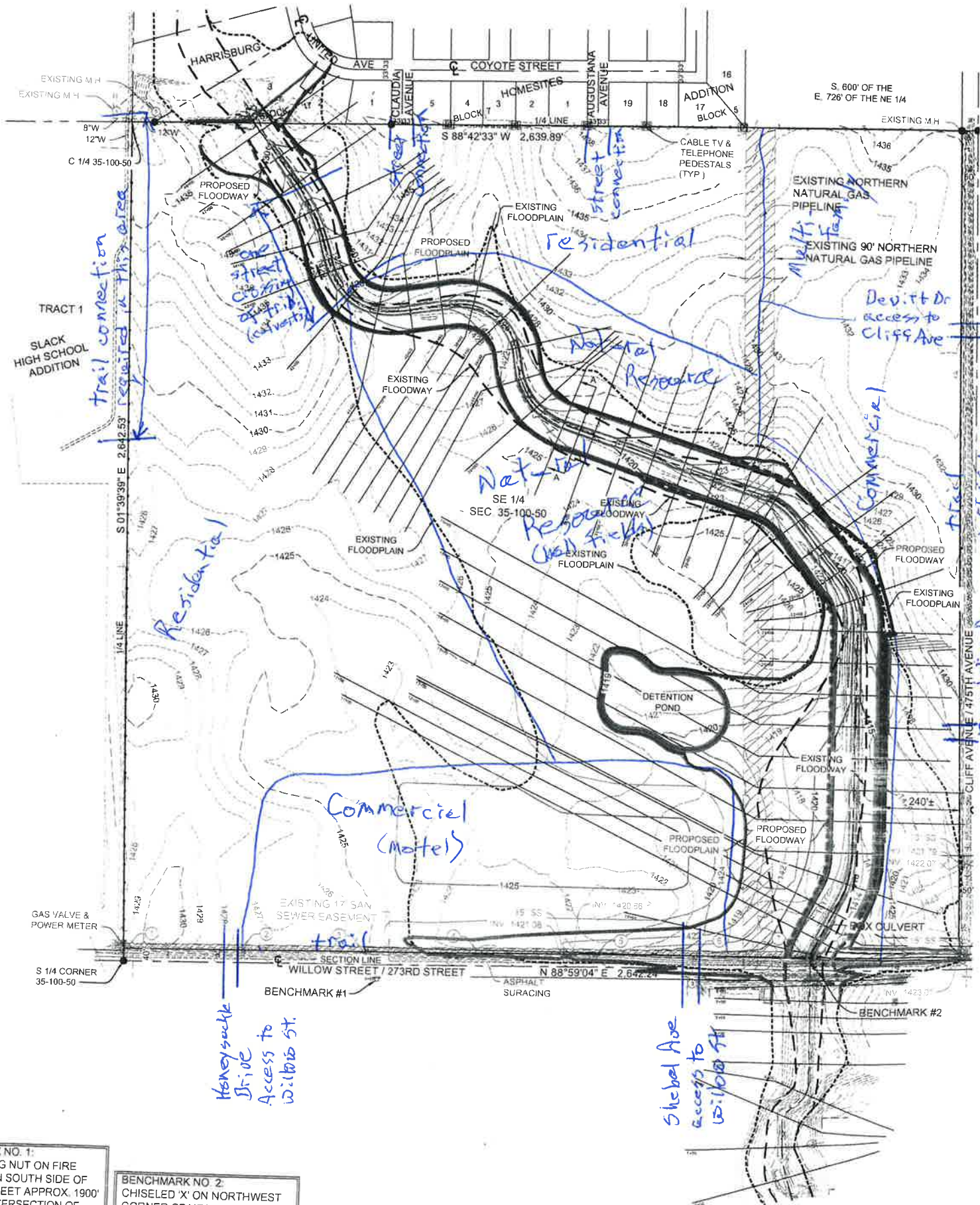
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

City of Harrisburg, South Dakota

Mayor

Developer

Exhibit A



BENCHMARK NO. 1:
 TOP TURNING NUT ON FIRE HYDRANT ON SOUTH SIDE OF WILLOW STREET APPROX. 1900' WEST OF INTERSECTION OF WILLOW STREET & CLIFF AVE. ELEV. = 1428.51 (88 DATUM)

BENCHMARK NO. 2:
 CHISELED 'X' ON NORTHWEST CORNER OF HEADWALL OF BOX CULVERT ELEV. = 1418.49 (88 DATUM)