

OFFICIAL MINUTES
SUMMERSET PLANNING AND ZONING COMMISSION
REGULAR MEETING
TUESDAY, MAY 12th, 2026 @ 6:00 P.M.

The meeting was called to order by Chairman Brody Oldfield at 6:00 p.m.

Roll Call: Brody Oldfield, Dustin Hirsch, David Brenneman, Casey Kenrick, and Mike Martin were present. Also present was City Administrator Lisa Schieffer.

Call for Changes: Motion by Kenrick, second by Martin to approve the agenda of the regular meeting for May 12th, 2026. Motion carried.

Consent Calendar:

Motion by Hirsch, second by Kenrick to approve the minutes of the regular meeting held on March 24th, 2026. Motion carried.

Preliminary Plat – Phase 1B Norman Ranch Subdivision

Motion by Martin, second by Kenrick, to open discussion. Motion carried.

City Administrator Lisa Schieffer presented the preliminary plat of Phase 1B of Norman Ranch Subdivision to the Board. Tony Thompson was present to answer any questions. The Board reviewed the comments made by HDR Engineering and discussed the remaining item of the section line being vacated on the North/South side. Thompson explained to the Board that they have the paperwork started on the same.

Motion by Hirsch, second by Martin, to close discussion. Motion carried.

Motion by Martin, second by Hirsch, to recommend approval of the preliminary plat for Phase 1B of Norman Ranch, contingent upon the developer continuing with the vacation of the North/South section line. Motion carried.

Adjournment

Motion by Hirsch, second by Martin to adjourn the meeting at 6:05 p.m. Motion carried.

Lisa Schieffer, City Administrator

Brody Oldfield, Chairman

PLAT OF
 LOTS 1-9 OF BLOCK 1, LOTS 1-10 OF BLOCK 2, LOTS 1A & 1B-13A & 13B OF BLOCK 3,
 LOTS 1-27 OF BLOCK 4, LOTS 1-3 OF BLOCK 5 &
 MACALLAN WAY, MORAY MIST LANE, HIGHLANDS WAY, & NORMAN AVENUE RIGHT-OF-WAYS
 UTILITY EASEMENT AND MAJOR DRAINAGE EASEMENT,
 NORMAN RANCH SUBDIVISION

(formerly a portion of the SW1/4 of SW1/4 of Section 32, T3N, R7E and the N158' of Gov't Lots 3 & 4 of Section 5, T2N, R7E, BHM) LOCATED IN SECTION 32, T3N, R7E AND SECTION 5, T2N, R7E, BHM, CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA

NOVEMBER 25, 2025
 SCALE 1" = 100'

PROFESSIONAL LAND SURVEYOR
 REG. NO. 9213
 ERIC D. HOWARD
 SOUTH DAKOTA

NOTES:
 Eight foot (8') utility and minor drainage easement is hereby granted on the interior of side of the side & rear lot lines. A ten foot (10') utility & minor drainage easement is hereby granted on the interior side of the front lot line. Removal or modification of any obstruction or impediment to such an easement shall be the financial responsibility of the landowner.
 Major drainage easements shall be kept free of all obstructions, including fences, and that the major drainage easement provides the SummerSet Public Works Department, or their designee(s) the rights of entry, construction, and maintenance in order to facilitate drainage through these easements.

- LEGEND**
- ⊙ Denotes set rebar with survey cap marked "Renner - Assoc. 9213".
 - Denotes Found Survey Monument marked as noted.
 - (R) Denotes Recorded in previous plat or description.
 - (M) Denotes Measured in this survey.
- Boas of Bearings: South Dakota State Plane
 Coordinate System North Zone, NAD 83 (2011)

THE SUBJECT PROPERTY FALLS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN) AS SHOWN IN THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 46083C1791F, EFFECTIVE DATE OF SEPTEMBER 16, 2011.



Line Table

| Line # | Length | Direction |
|--------|--------|-------------|
| L1 | 33.00' | N87°38'27"W |
| L2 | 14.14' | N42°59'25"W |
| L3 | 89.25' | N02°00'38"E |
| L4 | 14.14' | S47°00'38"E |
| L5 | 24.99' | S43°03'53"E |
| L6 | 26.78' | S88°03'53"E |
| L7 | 10.00' | S22°00'37"E |
| L8 | 31.30' | S55°13'59"E |
| L9 | 57.39' | S55°14'00"W |
| L10 | 14.55' | N81°54'10"W |
| L11 | 14.42' | S10°59'15"E |
| L12 | 81.75' | N32°36'40"W |
| L13 | 88.68' | N58°13'59"W |
| L14 | 37.16' | S09°04'00"E |
| L15 | 44.06' | S87°59'20"E |
| L17 | 78.89' | N30°48'56"W |

Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|---------|----------|-----------|-----------------|--------------|
| C1 | 54.85' | 174.00' | 17°39'37" | S06°59'11"E | 54.42' |
| C2 | 199.82' | 200.00' | 57°14'37" | N06°36'41"W | 191.81' |
| C3 | 154.71' | 228.00' | 46°49'43" | N21°24'14"W | 179.82' |
| C4 | 119.20' | 174.00' | 39°15'00" | S30°38'29"E | 118.88' |
| C5 | 174.70' | 500.00' | 20°01'07" | N48°13'26"W | 173.81' |
| C6 | 7.66' | 526.00' | 0°50'04" | N54°48'58"W | 7.66' |
| C7 | 65.02' | 526.00' | 7°04'55" | S50°51'28"E | 64.97' |
| C8 | 41.08' | 228.00' | 10°24'54" | N50°01'32"W | 41.03' |
| C9 | 15.81' | 334.51' | 1°54'38" | N54°16'40"W | 15.80' |
| C10 | 55.74' | 474.00' | 8°44'14" | S38°18'47"E | 55.70' |
| C11 | 112.85' | 474.00' | 13°39'28" | N48°30'08"W | 112.58' |
| C12 | 75.09' | 526.00' | 8°10'47" | S43°13'37"E | 75.03' |
| C13 | 16.58' | 58.00' | 16°04'21" | N45°01'05"W | 16.50' |
| C14 | 19.81' | 500.00' | 2°16'12" | N34°04'46"W | 19.81' |
| C15 | 23.70' | 228.00' | 6°00'30" | N57°47'22"E | 23.69' |
| C16 | 63.36' | 174.00' | 29°51'49" | S63°13'02"W | 63.01' |
| C17 | 129.94' | 200.00' | 37°13'30" | S73°23'53"W | 127.87' |
| C18 | 63.94' | 228.00' | 16°12'36" | N66°53'55"E | 63.73' |
| C19 | 59.19' | 228.00' | 15°00'23" | N84°30'26"E | 59.03' |
| C20 | 49.89' | 174.00' | 18°21'42" | S83°49'47"W | 49.52' |
| C21 | 26.71' | 30.00' | 51°00'28" | N86°30'24"E | 26.83' |
| C22 | 14.50' | 58.00' | 14°04'47" | N48°02'33"E | 14.46' |
| C23 | 67.24' | 59.00' | 65°06'17" | N67°38'05"E | 63.49' |
| C24 | 59.60' | 59.00' | 57°52'26" | S30°52'33"E | 57.09' |
| C25 | 36.97' | 59.00' | 57°15'52" | S26°41'36"W | 36.54' |
| C26 | 73.75' | 59.00' | 71°37'13" | N66°51'51"W | 69.04' |
| C27 | 26.71' | 30.00' | 51°00'28" | N62°29'07"W | 25.83' |
| C28 | 109.04' | 9582.70' | 0°39'07" | N00°28'36"E | 109.04' |
| C29 | 160.88' | 9582.70' | 0°57'42" | N00°19'49"W | 160.86' |
| C30 | 187.99' | 9582.70' | 1°00'16" | N01°18'48"W | 187.99' |

PLAT OF
**LOTS 1-9 OF BLOCK 1, LOTS 1-10 OF BLOCK 2, LOTS 1A & 1B-13A & 13B OF BLOCK 3,
 LOTS 1-27 OF BLOCK 4, LOTS 1-3 OF BLOCK 5 &
 MACALLAN WAY, MORAY MIST LANE, HIGHLANDS WAY, & NORMAN AVENUE RIGHT-OF-WAYS
 UTILITY EASEMENT AND MAJOR DRAINAGE EASEMENT,
 NORMAN RANCH SUBDIVISION**
 (formerly a portion of the SW1/4 of SW1/4 of Section 32, T3N, R7E and the N 158' of
 Gov't Lots 3 & 4 of Section 5, T2N, R7E, BHM)
 LOCATED IN SECTION 32, T3N, R7E AND SECTION 5, T2N, R7E, BHM,
 CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA

CERTIFICATE OF OWNERSHIP

I, the undersigned, do hereby certify that I am the owner of the tract of land shown and described herein, that said land is free from any encumbrance, that I did authorize and do hereby approve the survey and within plat of said land for the purposes indicated herein. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Any land shown on the within plat as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

In witness whereof, I have set my hand and seal.

OWNER: NORMAN RANCH SUBDIVISION, LLC.

By: _____

ACKNOWLEDGEMENT OF OWNERSHIP

State of South Dakota S.S.
 County of Meade

On the _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ of Norman Ranch Subdivision, LLC., known to me to be the person described in the foregoing instrument and acknowledged to me that he signed the same.

NOTARY PUBLIC: _____

My commission expires: _____

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown herein is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

Highway or Street Authority _____

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

State of South Dakota S.S.
 County of Meade

The location of the proposed access road to the County or State Highway or City Street as shown hereon, is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

Highway or Street Authority _____

CERTIFICATE OF COUNTY TREASURER

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes, which are liens upon the within described lands are fully paid according to the records in my office.

Dated this _____ day of _____, 20____.

Meade County Treasurer _____

CERTIFICATE OF REGISTER OF DEEDS

State of South Dakota S.S.
 County of Meade

Filed for record this _____ day of _____, 20____, at _____ o'clock _____ M. in Book _____ of Plats, Page _____.

Registrar of Deeds _____ Fee: \$ _____



CERTIFICATE OF SURVEYOR

State of South Dakota S.S.
 County of Pennington

I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the owners listed herein, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private easements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.

Eric D. Howard, Registered Land Surveyor _____ Date: _____

CERTIFICATE OF PLANNING COMMISSION

The City of Summerset Planning and Zoning Commission certifies it has reviewed the final plat and hereby recommends approval to the City Commission of the City of Summerset, South Dakota.

Dated this _____ day of _____, 20____.

Planning Commission Member _____

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plat.

Dated this _____ day of _____, 20____.

Meade County Director of Equalization _____

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Commission of City of Summerset, South Dakota, at a meeting held on the _____ day of _____, 20____.

Finance Officer _____ Date _____

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that all special assessments which are liens upon the within described lands are fully paid according to the records of my office.

Dated this _____ day of _____, 20____.

Finance Officer _____

RESOLUTION OF CITY COMMISSION

Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within plat of the above described lands, and it appears to this Council of Commissioners that:

- a. The system of streets set forth therein conforms to the system of streets of the existing plots of the City;
- b. All provisions of the City subdivision regulations have been complied with;
- c. All taxes and special assessments upon the tract or subdivision have been fully paid; and
- d. Such plat and survey thereof have been executed according to law.

NOW THEREFORE, BE IT RESOLVED that said plat is hereby approved in all respects. Dated at Summerset, South Dakota this _____ day of _____, 20____.

Mayor _____ Date _____

Memo

Date: Friday, April 03, 2026

Project: Lots 1-9 of Block 1, Lots 1-10 of Block 2, Lots 1A & 1B-13A & 13B of Block 3, Lots 1-27 of Block 4, Lots 1-3 of Block 5 & Macallan Way, Moray Mist Lane, Highlands Way, & Norman Avenue Right-of-Ways Utility Easement and Major Drainage Easement, Norman Ranch Subdivision

To: Lisa Schieffer, City Administrator

From: HDR, Inc

Subject: Phase 1A Final Plat Review

A resubmittal of the Norman Ranch Final Plat Phase 1A documents dated March 2nd, 2026, has been received and reviewed by HDR. The previous submittal review comments are below with updates from the most recent review. Prior comments that have been adequately addressed were retained but text has been struck through to indicate resolution.

Norman Ranch Phase 1A Final Plat (4-2-26)

Preliminary Plat Document Phase 1A Norman Ranch

Review Comments (11-04-25) (See markups on plat)

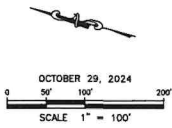
No comments were addressed or commented on from previous review.

1. It's not clear what the dimensions on the east end of Highland are labeling?
2. Update utility easement in lift station area to extend to edge of section line right-of-way so water and sewer to the lift station are located on private property.
3. Is section line right-of-way located in the lots on the south side of Highland being vacated?
4. Is the section line right-of-way located in the lots on the east side of Norman Ave being vacated?
5. What are the found monuments shown in the southwest corner of the plat related to?

1. The dimensions along the east end of Highlands way have been removed.
2. The lift station utility easement has been extended to the section line ROW.
3. The section line ROW along Highlands Way will be vacated after the plat via miscellaneous document.
4. The section line ROW along Norman Avenue will be vacated after the plat via miscellaneous document.
5. These are SDDOT monuments and have been labeled on the plat.

PLAT OF
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(formerly a portion of the SW1/4 of SW1/4 of Section 32, T3N, R7E and the N158' of
 Gov't Lots 3 & 4 of Section 5, T2N, R7E, BHM)
 LOCATED IN SECTION 32, T3N, R7E AND SECTION 5, T2N, R7E, BHM,
 CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA



NOTES:

Eight foot (8') utility and minor drainage easement is hereby granted on the interior side of the side & rear lot lines. A 10' utility & minor drainage easement is hereby granted on the interior side of the front lot line. Removal or modification of any obstruction or impediment to such an easement shall be the financial responsibility of the landowner.

Major drainage easements shall be kept free of all obstructions, including fences, and that the major drainage easement provides the SummerSet Public Works Department, or their designee(s) the rights of entry, construction, and maintenance in order to facilitate drainage through these easements.

LEGEND

- Denotes set rebar with survey cap marked "Renner - Assoc. 9213".
- Denotes Found Survey Monument marked as noted.
- (R) Denotes Recorded in previous plat or description.
- (M) Denotes Measured in this survey.

Base of Bearings: South Dakota State Plane Coordinate System North Zone, NAD 83 (2011)

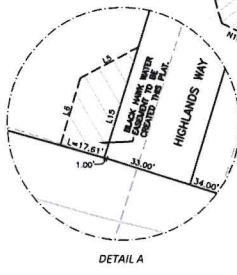
Easement should go to updated section line ROW.

What are these dimensions showing?

Dimensions removed.

Is this portion of Section Line ROW being vacated?

Vacated by misc. document.



| Line # | Length | Direction |
|--------|--------|-------------|
| L1 | 33.00' | N87°59'20"W |
| L2 | 14.14' | N42°29'25"W |
| L3 | 89.25' | N02°00'38"E |
| L4 | 14.14' | S47°00'38"E |
| L5 | 24.99' | S43°03'53"E |
| L6 | 28.78' | S88°03'53"E |
| L7 | 10.00' | S02°00'37"E |
| L8 | 31.30' | S50°13'59"E |
| L9 | 57.39' | N65°14'00"W |
| L10 | 14.55' | N81°54'10"W |
| L11 | 14.42' | S10°55'15"E |
| L12 | 91.75' | N02°58'40"W |
| L13 | 86.68' | N65°13'59"W |
| L14 | 37.16' | S09°04'00"E |
| L15 | 44.08' | S87°59'20"E |
| L17 | 78.89' | N30°48'59"W |

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
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| C3 | 164.71' | 228.00' | 48°49'43" | N21°24'14"W | 179.82' |
| C4 | 119.20' | 174.00' | 39°15'00" | S39°38'29"E | 116.88' |
| C5 | 174.70' | 500.00' | 20°01'07" | N45°13'28"W | 172.81' |
| C6 | 7.86' | 528.00' | 0°50'04" | N54°48'58"W | 7.66' |
| C7 | 65.02' | 528.00' | 7°04'50" | S50°51'28"E | 64.97' |
| C8 | 41.08' | 228.00' | 19°24'54" | N50°01'32"W | 41.03' |
| C9 | 15.81' | 234.51' | 1°54'38" | N54°18'40"W | 15.80' |
| C10 | 55.74' | 474.00' | 8°44'14" | S38°18'47"E | 55.70' |
| C11 | 112.85' | 474.00' | 13°38'28" | N46°30'08"W | 112.58' |
| C12 | 76.09' | 528.00' | 8°10'47" | S43°13'37"E | 76.03' |
| C13 | 16.55' | 59.00' | 16°04'21" | N43°01'05"W | 16.50' |
| C14 | 19.81' | 500.00' | 2°16'12" | N34°04'48"W | 19.81' |
| C15 | 23.70' | 228.00' | 6°00'30" | N57°47'22"E | 23.69' |
| C16 | 83.36' | 174.00' | 20°51'48" | S65°13'02"W | 83.01' |
| C17 | 129.94' | 200.00' | 37°13'30" | S73°23'53"W | 127.87' |
| C18 | 63.84' | 228.00' | 16°12'35" | N68°53'55"E | 63.73' |
| C19 | 36.19' | 228.00' | 15°00'25" | N84°30'26"E | 36.03' |
| C20 | 48.89' | 174.00' | 18°21'42" | S83°49'47"W | 48.52' |
| C21 | 28.71' | 30.00' | 51°00'28" | N66°30'24"E | 28.53' |
| C22 | 14.50' | 59.00' | 14°04'47" | N48°02'33"E | 14.46' |
| C23 | 67.04' | 59.00' | 68°06'17" | N67°38'05"E | 63.49' |
| C24 | 59.60' | 59.00' | 57°52'26" | S30°52'33"E | 57.09' |
| C25 | 58.97' | 59.00' | 57°15'52" | S28°41'36"W | 56.54' |
| C26 | 73.75' | 59.00' | 71°37'13" | N88°01'51"W | 69.04' |
| C27 | 28.71' | 30.00' | 51°00'28" | N62°28'07"W | 28.53' |
| C28 | 109.04' | 9582.70' | 0°39'07" | N00°28'36"E | 109.04' |
| C29 | 162.86' | 9582.70' | 0°57'42" | N00°19'49"W | 160.86' |
| C30 | 167.99' | 9582.70' | 1°00'16" | N01°18'48"W | 167.89' |

Vacated by misc. document
 Is this Section Line ROW being vacated?
 Detail B added to plat to show measurements
 Provide measurement for this line

What are these found monuments related to?
 SDDOT monuments labeled

PLAT OF
**LOTS 1-9 OF BLOCK 1, LOTS 1-10 OF BLOCK 2, LOTS 1A & 1B-13A & 13B OF BLOCK 3,
 LOTS 1-27 OF BLOCK 4, LOTS 1-3 OF BLOCK 5 &
 MACALLAN WAY, MORAY MIST LANE, HIGHLANDS WAY, & NORMAN AVENUE RIGHT-OF-WAYS
 UTILITY EASEMENT AND MAJOR DRAINAGE EASEMENT,
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(formerly a portion of the SW1/4 of SW1/4 of Section 32, T3N, R7E and the N 158' of
 Gov't Lots 3 & 4 of Section 5, T2N, R7E, BHM)
 LOCATED IN SECTION 32, T3N, R7E AND SECTION 5, T2N, R7E, BHM,
 CITY OF SUMMERSET, MEADE COUNTY, SOUTH DAKOTA

THE SUBJECT PROPERTY FALLS IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS SHOWN IN THE FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 46093C1791F, EFFECTIVE DATE OF SEPTEMBER 16, 2011.

CERTIFICATE OF OWNERSHIP

I, the undersigned, do hereby certify that I am the owner of the tract of land shown and described herein, that said land is free from any encumbrances, that I did authorize and do hereby approve the survey and within plot of said land for the purposes indicated herein. I further certify that the development of this land shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Any land shown on the within plot as dedicated to public right-of-way is hereby dedicated to public use and public utility use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

In witness whereof, I have set my hand and seal.

OWNER: NORMAN RANCH SUBDIVISION, LLC.

BY: _____

ACKNOWLEDGEMENT OF OWNERSHIP

State of South Dakota
 County of Meade S.S.

On the _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ of Norman Ranch Subdivision, LLC, known to me to be the person described in the foregoing instrument and acknowledged to me that he signed the same.

NOTARY PUBLIC: _____

My commission expires: _____

APPROVAL BY HIGHWAY OR STREET AUTHORITY

The location of the proposed access to the Highway or Street as shown herein is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

 Highway or Street Authority

CERTIFICATE OF HIGHWAY OR STREET AUTHORITY

State of South Dakota
 County of Meade S.S.

The location of the proposed access road to the County or State Highway or City Street as shown herein, is hereby approved. Any change in the location of the proposed access shall require additional approval.

Dated this _____ day of _____, 20____.

 Highway or Street Authority

CERTIFICATE OF COUNTY TREASURER

I, Treasurer of Meade County, South Dakota, do hereby certify that all taxes, which are liens upon the within described lands are fully paid according to the records in my office.

Dated this _____ day of _____, 20____.

 Meade County Treasurer

CERTIFICATE OF REGISTER OF DEEDS

State of South Dakota
 County of Meade S.S.

Filed for record this _____ day of _____, 20____, at _____ o'clock _____ M. in Book _____ of Plats, Page _____

Register of Deeds Fee: \$ _____



CERTIFICATE OF SURVEYOR

State of South Dakota
 County of Pennington S.S.

I, Eric D. Howard, Registered Land Surveyor No. 9213 in the State of South Dakota, do hereby certify that at the request of the owners listed hereon, I have surveyed the tract of land shown, and to the best of my knowledge and belief, the within plot is a representation of said survey. Easements or restrictions of miscellaneous record or private easements that are not known to me are not shown hereon.

In witness whereof, I have hereunto set my hand and seal.

Eric D. Howard, Registered Land Surveyor Date: _____

CERTIFICATE OF PLANNING COMMISSION

The City of Summerset Planning and Zoning Commission certifies it has reviewed the final plot and hereby recommends approval to the City Commission of the City of Summerset, South Dakota.

Dated this _____ day of _____, 20____.

 Planning Commission Member

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Meade County, South Dakota, do hereby certify that I have on record in my office a copy of the within described plot.

Dated this _____ day of _____, 20____.

 Meade County Director of Equalization

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Commission of City of Summerset, South Dakota, at a meeting held on the _____ day of _____, 20____.

 Finance Officer Date

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Summerset, South Dakota, do hereby certify that all special assessments which are liens upon the within described lands are fully paid according to the records of my office.

Dated this _____ day of _____, 20____.

 Finance Officer

RESOLUTION OF CITY COMMISSION

Whereas there has been presented to the City Commission of the City of Summerset, South Dakota, the within plot of the above described lands, and it appears to this Council of Commissioners that:

- a. The system of streets set forth therein conforms to the system of streets of the existing plats of the City;
- b. All provisions of the City subdivision regulations have been complied with;
- c. All taxes and special assessments upon the tract or subdivision have been fully paid; and
- d. Such plot and survey thereof have been executed according to law.

NOW THEREFORE, BE IT RESOLVED that said plot is hereby approved in all respects.

Dated at Summerset, South Dakota this _____ day of _____, 20____.

 Mayor Date



§ 151.066 REQUIRED IMPROVEMENTS.

The subdivider is required to install or construct the following improvements, or provide by appropriate surety for their construction or installation, prior to the review of the final plat application by the Board of Commissioners.

(A) (1) All soil erosion and sediment control materials and facilities as described in the approved soil erosion and sediment control plan.

(2) The subdivider is required to maintain these materials and facilities in a workmanlike manner until all grading, filling, and trenching has been completed and sufficient vegetation re-established to prevent further soil erosion or until released from this requirement by the Public Works Official.

(B) All water system mains, lines, and appurtenances described in the approved water distribution plan. The subdivider is required to maintain this system until the community water system accepts the public portions of this system.

(C) All sanitary sewer system mains and appurtenances described in the approved sanitary sewer plan. The subdivider is required to maintain this system until the Board of Commissioners accepts the public portions of this system.

(D) All stormwater management facilities and conveyances described in the approved stormwater management plan. The subdivider is required to maintain these facilities and conveyances until the Board of Commissioners accepts these facilities and conveyances.

(E) All street lights and utility lines and mains described in the approved utility distribution plan. The city shall assume responsibility for the street lights upon approval of the installation by the Public Works Official.

(F) All streets and streetscape features described in the approved street plan. The subdivider is required to maintain the streets and features until the Board of Commissioners accepts these streets and features or approves a street maintenance plan for said streets.

(Ord. #115, passed 2-16-2017)

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR PUBLIC IMPROVEMENTS (the "Agreement") is made and entered into this 7th day of March, 2024 by and between the City of Summerset, a municipal corporation of the State of South Dakota whose address is 7055 Leisure Lane, Summerset, South Dakota 57718 (the "City"), and Norman Ranch Subdivision, LLC, a South Dakota Limited Liability Company, 1624 Concourse Court, Rapid City, South Dakota 57703 (hereinafter, "Developer" or "Owner").

WHEREAS, the Developer owns certain real property within the City's three-mile platting jurisdiction generally located on Norman Avenue, and more specifically described as:

Southwest Quarter (SW1/4) of Section 32 in Township 3 North, Range 7 East. of the Black Hills Meridian (BHM), Meade County, South Dakota

Also known as Norman Ranch Subdivision (the "Property").

WHEREAS, the Developer intends to annex the Property into the City of Summerset and to subdivide and/or develop the Property, the effect of which will directly impact and generate the need for on-site and off-site improvements;

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this agreement are reasonable, necessary, and appropriate; and

WHEREAS, the City has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL 11-6-27; and

WHEREAS, pursuant to its statutorily authorized authority, the City has enacted ordinances which require the Developer to construct and/or install certain Improvements necessitated by subdivision and/or development of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

I. THE REAL PROPERTY

The real property is described as:

Southwest Quarter (SW1/4) of Section 32 in Township 3 North, Range 7 East, of the Black Hills Meridian (BHM), Meade County, South Dakota.

PARCEL 1 -

II. ANNEXATION

The Developer will make application to annex the property into the City of Summerset.

DEVELOPMENT AGREEMENT

III. RESIDENTIAL SUBDIVISION

The Developer will develop the Property as a residential subdivision. The property may be developed in multiple phases over an anticipated six (6) year period and include approximately five hundred (500) residential dwelling units, including single family homes and townhomes as allowed by the zoning code and underlying private covenants. The Developer agrees to follow all applicable State and City rules to annex, zone and subdivide the property.

IV. CONSTRUCTION PLANS

The Developer will provide, at their sole cost, Construction Plans to the City of Summerset and State of South Dakota for review and approval. The plans will be prepared in accordance to the Development Standards and Procedures.

V. WATER

The Developer has contracted with Black Hawk Water User District (BHWUD) to provide potable water for the Property and development. BHWUD will be responsible for approving and reviewing construction plans for compliance with applicable State rules and standards. BHWUD will similarly be responsible for all reviews, testing and inspection as required for the potable water system.

VI. SANITARY SEWER AND LIFT STATION

- A. The City of Summerset will provide sanitary sewer treatment for the Property and subdivision.
- B. The Developer will install a new subdivision lift station and force main to connect to the existing City of Summerset infrastructure. The proposed lift station will be expandable to account for future growth in the sanitary sewer basin. The force main will be tied into the existing City of Summerset Lift Station and Recreation Drive.
- C. The ability of the existing force main to service subsequent phases of development is unclear at this time. Any repairs or upgrades due to malfunctions or blockage will be at the City's expense, while any other upgrades otherwise necessary will be at the expense of the Developer.
- D. The Developer agrees to upgrade the City's existing lift station on Recreational Drive to accommodate additional flow once necessitated by the Property development.

VII. PURPOSE

The purposed of this Agreement is (1) to initiate the annexation and development of the Property by the Developer; (2) to ensure that the Developer is permitted to connect to the City of Summerset Sanitary Sewer infrastructure; (3) to establish a cost recovery plan for Sanitary Sewer infrastructure; and (4) to stimulate and develop the general economic welfare and prosperity of the

DEVELOPMENT AGREEMENT

State.

VIII. DEVELOPER'S RESERVED RIGHTS

The parties acknowledge that the Developer reserves the right to undertake the improvements contained within the Agreement in its sole discretion. Construction of infrastructure will be as needed and permitted by the City for any particular approved phase. Developer reserves the right to adjust timing, scope, and size of phases according to market changes.

IX. CITY PARK/SHOP

Developer agrees to reserve a parcel within the proposed subdivision at a mutually agreeable location for a new city park. Developer will plat and deed said park parcel to the City during the development of the parcel. The park parcel will be created and deeded prior to the completion of the last phase of permitted construction. Developer will comply with City ordinances relating to appropriate greenspace pertaining to the residential zoning and to the extent no ordinances apply provide for appropriate greenspace as mutually agreed.

Developer will also donate three (3) acres at a mutually agreeable location for a City Shop to house equipment and items necessary to provide service to the subdivision. As approved by the City, the Developer will include full cost reimbursement at a fair market value for both the park and City Shop parcel through the Tax Increment Financing (TIF) referenced in Section X.

X. TAX INCREMENT FINANCING (TIF)

Developer intends to apply for a Tax Increment Financing (TIF) with the City of Summerset to offset extraordinary initial subdivision costs. This Agreement does not/nor does it imply or constitute approval of TIF or imply that the City will approve such an application.

XI. INFRASTRUCTURE IMPROVEMENTS

A. Upon the annexation of the Property, it will be located within the boundaries of the City. Infrastructure improvements constructed under the Project Plan and this Agreement must conform with (1) plans and specifications approved by the City of Summerset; (2) plans and specifications approved by BHWUD; and (3) all applicable Federal, State and Local laws and regulations.

B. The City is not responsible for the bidding or construction of any improvements identified in the Agreement, aside from that identified in Section VI (C). The Developer must construct the improvements through private contracts.

XII. MECHANIC'S LIEN OR MATERIALMAN'S LIEN

The Developer agrees to immediately satisfy any and all Mechanic's Liens or Materialman's Liens that arise as a result of improvements constructed under this Agreement. This provision will not prevent the Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment; nor will this provision prevent the

DEVELOPMENT AGREEMENT

Developer from defending against an action to foreclose a Mechanic's Lien. If a judgment in a Mechanic's Lien foreclosure action is entered against the Developer, the Developer agrees to (1) satisfy such judgment or (2) post a bond in an amount of the judgment lien during the pendency of any appeal of such judgment by the Developer.

XIII. COST RECOVERY PLAN

The City and Developer will work cooperatively to develop a Cost Recovery Plan associated with the identified costs, per SDCL 9-48-15, that will be implemented at a later date. The City and Developer recognize that the improvements being made by the Developer are significant and beneficial to the overall well-being of the City of Summerset. The Developer recognizes the financial responsibility for the costs associated with the subdivision lift station, City lift station upgrade and force main, and the City recognizes the Developer is 100% responsible for said costs. To assist the Developer in recouping the initial costs of said infrastructure, a Cost Recovery Plan will be developed. The intent of the Cost Recovery Plan will be to ensure that future developments who receive the benefit of the said infrastructure will be required to pay proportionally the cost of said infrastructure, based on the proposed development.

XIV. IMPROVEMENTS REQUIRED

A. The Developer shall provide for the construction/installation of the Improvements or other performance requirements set forth in Exhibit A as follows:

1. Exhibit A, attached hereto and incorporated herein by this reference, contains all required Improvements related to the proposed subdivision covered by this agreement.
2. Exhibit A includes a description of Improvements and a schedule of the estimated costs of the Improvements to be accepted by the City.
3. Exhibit A provides for surety estimates only and shall not be used to establish construction standards or specifications. If there is a conflict between Exhibit A and the construction plans approved by the City, the approved plans shall govern.

B. The Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section XVIII herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section XIX herein ("Final Acceptance").

C. Engineering Construction Plans for public right-of way and/or public improvements must be approved by the City prior to construction, or installation of the Improvements.

D. If the City is required to use the Infrastructure Security or the Infrastructure Warranty to construct any of the Improvements contemplated by this agreement, it is understood by the parties that the surety can be used to cover any additional engineering, surveying, testing, or other professional services costs necessarily incurred in completing the Improvements.

DEVELOPMENT AGREEMENT

XV. CONSTRUCTION PHASING

The Developer may divide the required Improvements contemplated by this agreement into multiple construction phases. Phasing of the Improvements shall be permitted subject to the terms and conditions of this agreement. The Developer, at its discretion, may modify the sequence of the phase of construction if approved administratively by the City Engineer.

XVI. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

A. Prior to filing of a final plat, the Developer shall provide to the City cash-in-lieu of bond, an irrevocable letter of credit, or a performance surety bond payable to the City to secure completion of each phase of Improvements contemplated by this agreement (the "Infrastructure Security"). The Developer shall not be required to post the Infrastructure Security required by this section for any Improvements which have been completed and for which Initial Acceptance by the City has been obtained. Upon completion and Initial Acceptance of any phase, the Developer may provide the City with an updated cost estimate of the remaining improvements and have its surety reduced to reflect the value of the outstanding Improvements. If the Developer is providing cash-in-lieu or an irrevocable letter of credit, the amount of the surety shall be equal to one hundred fifteen percent (115%) of the estimated cost of the Improvements. A bond or letter of credit shall be valid until Initial Acceptance. The Developer shall obtain Initial Acceptance of the improvements contemplated in this agreement at least six (6) months before the expiration of any instrument provided under this section. If the Developer fails to do so, the City may draw on the instrument and complete the improvements or may require that the Developer extend the expiration date of the original surety or provide a new surety to replace the original instrument. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

B. Upon issuance of the letter of Initial Acceptance described in Section XVIII, the City shall release the Infrastructure Security so long as all releases of any mechanic's liens have been filed with respect to the project and an acceptable Warranty Security as provided in Section XVII of this agreement has been executed and delivered to the City.

C. Developer Default.

1. In the event Developer fails to obtain Initial Acceptance within the time frame outlined in this agreement, subject to any timeframe adjustment agreed upon by the City and the Developer, the City may use the Infrastructure Security and apply such funds to completion of the Improvements.

2. In the event of a default, the City will provide the Developer written notice of such default at its last known address by first class mail. The Developer shall have ninety (90) days from the written notice of default to cure such default.

3. The City shall refund any Infrastructure Security not applied to completion of the Improvements within 60 days of accepting the Improvements constructed with the

DEVELOPMENT AGREEMENT

Infrastructure Security. Any remaining funds will be returned to the bank or surety, or in the case of cash in lieu of a surety, to the Developer.

4. The method and manner in which the City elects to construct or install the Improvements shall be consistent with the plans previously approved by the City; provided, that nothing herein shall obligate the City to install or complete the Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this agreement.

XVII. WARRANTY

A. Developer hereby warrants the Improvements to be constructed pursuant to this agreement will be free from defects, including, but not limited to, defects of materials, workmanship, and design and that the Improvements otherwise fully comply with all applicable City standards and specifications per the approved plans. The warranty period begins to run at Initial Acceptance of the Improvements per Section XVIII of this agreement.

B. Prior to Initial Acceptance of each phase of Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to ten percent (10%) of the total estimated cost of the completed Improvements (the "Infrastructure Warranty"). The City agrees to work with the Developer to either reduce or convert the Infrastructure Security to cover the Warranty Period if the Developer so desires.

C. The Infrastructure Warranty shall be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the letter of Initial Acceptance (the "Warranty Period").

1. Any entity issuing a warranty bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.

2. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

D. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City Engineer may elect to exercise one or more of the options listed below:

1. Extend the Warranty Period of any Improvement(s) which have been repaired or replaced for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty Security.

DEVELOPMENT AGREEMENT

2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements.

XVIII. INITIAL ACCEPTANCE

Initial Acceptance of Improvements.

A. In order to obtain Initial Acceptance of Improvements for a phase or an entire project, Developer shall submit to the City a request for Initial Acceptance of Improvements on a form provided by the City and one (1) copy of "as built" drawings. The developer may divide the required Improvements contemplated by this agreement into three (3) phases. The phases will be identified pursuant to this agreement. The Developer may obtain Initial Acceptance of each phase as it is completed. Upon Initial Acceptance of a phase, the warranty period for the Improvements constructed in that phase will begin to run.

B. Within fifteen (15) business days of receipt of a request for Initial Acceptance, the City shall review the "as built" drawings and shall either approve the drawings or return the drawings to the Developer with comments.

1. In the event the "as built" drawings are returned to Developer with comments, the Developer shall resubmit "as built" drawings to the City incorporating the revisions contained in the comments.

2. Once the "as built" drawings are approved, Developer shall submit to the City "certified as built" drawings and electronic AutoCAD files.

C. Within fifteen (15) business days of receipt of a request for Initial Acceptance of Improvements, the City shall inspect the Improvements.

1. During, or subsequent to, inspection of the Improvements, the City shall generate a written "punch list" of items requiring correction, repair, or replacement in compliance with all applicable ordinances and standards of the City. The City shall generate and return the written "punch list" to the Developers within five (5) business days after the inspection.

2. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Initial Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Infrastructure Security in this agreement and complete the items identified on the punch list.

3. The City Engineer may authorize the Initial Acceptance of the Improvements if they find the Improvements to be substantially complete. This provision is meant to allow

DEVELOPMENT AGREEMENT

for Initial Acceptance to be granted when only a few minor items from the punch list remain to be completed. The remaining Improvements will be completed within a timeframe agreed to by the City Engineer and the Developer. Any remaining Improvements will be covered by the warranty surety and the City may use the warranty surety to complete the improvements if the Developer fails to do so within the timeframes agreed to, or any reasonable extensions thereof.

D. Upon a finding of satisfactory completion of the Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Improvements via certified letter to the Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Improvements as identified in Section XVII.

E. Building permits may be issued prior to Initial Acceptance if Infrastructure Security has been issued and all required fire hydrants, water for fire suppression, and reasonable emergency access to the lots on which building permits are requested are satisfactory as determined by the City.

XIX. FINAL ACCEPTANCE OF IMPROVEMENTS

A. Procedure for Final Acceptance. Not earlier than ninety (90) days or later than sixty (60) days prior to the date of expiration of a Warranty Period for any phase, The City will initiate a final inspection. The City will make reasonable attempts to notify the Developer of the date and time of the final inspection and will allow the Developer, or their representative, to observe the inspection.

1. After the final inspection has been completed, the City shall generate a written "punch list" of items requiring correction, repair, or replacement in compliance with all applicable ordinances and standards of the City. If there are no items in need of correction, repair or replacement, the City shall issue the Letter of Completion and Final Acceptance pursuant to paragraph 4 of this section. The City shall send the Developer the "punch list" or Letter of Completion and Final Acceptance within ten (10) business days of completing the final inspection.

2. In the event repairs are needed and the Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Final Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Warranty Security in Section XVII of this agreement and complete the items identified on the punch list.

3. If the Improvements subject to the inspection request fully conform to this agreement and the City's applicable standards and specifications, and/or all repairs or replacements, if any are needed, have been made to bring the Improvements into conformance, the City shall issue to the Developer via certified letter, a Letter of Completion and Final Acceptance.

DEVELOPMENT AGREEMENT

4. Subject to the provisions of this agreement, the City shall release the Warranty only after Final Acceptance of the Improvements related thereto. The expiration or failure of any surety and or other security provided to secure the Improvements contemplated herein shall not release or excuse the Developer from performing the obligations contained herein.

C. Developer's failure to obtain Final Acceptance of improvements prior to expiration of the Warranty Period related thereto shall constitute a breach of this agreement, and the City may exercise its rights to secure performance as provided in Section XXVI(B) of the agreement.

D. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from Warranty any Improvements that are defective or damaged with the exception of normal wear and tear as identified by the City Engineer.

XX. DEVELOPMENT STANDARDS AND PROCEDURES

A. Engineering Services. Developer shall procure at its sole expense all engineering and landscaping services necessary and appropriate in conjunction with the development of the Property, which services shall fully conform to the City's applicable ordinances, standards, and specifications. Professional services shall be performed by engineers, surveyors, architects, or other professionals duly licensed by the State of South Dakota as may be appropriate.

B. Review. All applicable plans shall be reviewed by the City for conformance to the City's ordinances, regulations, and design standards. No construction of any Improvements shall occur without prior plan approval.

C. Right-of-Way Permit. Prior to commencing construction of the Improvements, Developers shall obtain all required Right-of-Way permits, pay all fees related thereto and pay any associated City fees as required.

D. Testing. Developer shall employ at their sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

E. Inspection. During construction of the Improvements and until Final Acceptance, Developer shall request and coordinate with the City all inspections thereof. The City will provide to the Developer or their representative a list of the required inspections. The City will have two (2) business days in which to conduct an inspection when requested. Upon completion of the required inspection, the City will provide the Developer or their representative a notification verifying that the inspection was completed. If the Developer does not request a required inspection, the City shall have the right to require the Developer to remove and replace any Improvements which were installed without the required inspection. The Developer shall reasonably cooperate and assist the City to gain access to the areas designated for inspection. The Developer shall also

DEVELOPMENT AGREEMENT

notify the City upon discovery that any Improvements were not installed, or constructed in conformance with the approved plans, or the City's standards and specifications. Inspection and acceptance of work by the City shall not relieve Developer of any responsibility under this agreement.

F. Erosion Control. All work associated with the installation or construction of the Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.

1. Developer shall, at their own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks, and debris at all times during construction.

2. Within twenty-four (24) hours of verbal notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.

3. If Developer fails to respond within 24 hours, the City is unable to contact Developer after reasonable effort or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear the affected streets and rights-of-way and invoice Developer at the City's prevailing rate for which Developer shall be liable for prompt payment.

XXI. CONTRACTORS, SUBS AND SUPPLIERS; PAYMENT, REMOVAL OF LIENS

A. Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed by the City before any work on the Improvements is commenced.

B. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials, or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property. Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

XXII. NON-LIABILITY

Developer acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to, Developer or third parties are assumed by such review approval or immunity waived.

XXIII. INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected

DEVELOPMENT AGREEMENT

with the work to be performed under this agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this Section shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the City.

XXIV. INSURANCE

A. Coverages. The Developer agrees to provide the City with a certificate of insurance showing that the Developer has the following coverages:

1. Workers' Compensation Insurance as required by South Dakota state statute and all other insurance required by any applicable law.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, with respect to each of Developer's owned, hired, or non-owned vehicles assigned to or used in connection with this agreement.

The certificate shall be subject to review and approval by the City prior to commencement of any services under this agreement. The City shall review the Certificate within ten (10) working days of receipt. The certificate shall identify the City as an additional insured pursuant to this agreement. The completed certificate shall be sent to:

City Administration
7055 Leisure Lane
Summerset, SD 57718

B. Self-Insurance. Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City.

C. Requirements. If not self-insured per paragraph XXIV(B). above, Developer shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Failure to Obtain Insurance Constitutes Breach. Developer's failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute

DEVELOPMENT AGREEMENT

a breach of this agreement and, if said breach is not cured within ten (10) business days of written notice by the City to Developer, the City may immediately terminate this agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City.

E. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this agreement.

XXV. FEES AND CHARGES

Fees and charges shall be assessed pursuant to the provisions of the City of Summerset Municipal Code and/or any fee resolutions properly adopted by the City Council at the time this agreement was entered into.

XXVI. MISCELLANEOUS PROVISIONS

A. Governing Law and Venue. This agreement shall be governed by the laws of the State of South Dakota, and venue shall be in the Circuit Court for the Fourth Judicial Circuit, County of Meade, State of South Dakota. The parties hereto agree and acknowledge that this agreement may be enforced at law or in equity.

B. Breach or Default.

1. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof and such non-compliance is not cured and brought into compliance within the time frames specified in this agreement, or within thirty (30) days of written notice of breach to Developer by the City in cases where no time frame is specified, the City may exercise its rights to the Infrastructure or Warranty Security provided for in this agreement to cure the breach. The City Engineer may provide a longer cure period at the request of the Developer.

2. Notice by the City to Developer shall specify the conditions of default. The Developer's cure period shall begin to run upon being notified in writing by the City of the breach and/or default.

3. Nothing hereunder shall be construed to limit the City from pursuing any other remedy at law or in equity that may be appropriate under the City Code, applicable laws and the legal standards of the State of South Dakota or United States before any court of competent jurisdiction. Such remedies shall be cumulative.

C. Governmental Immunity Act. No term or condition of this agreement shall be

DEVELOPMENT AGREEMENT

construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of South Dakota State Statutes.

D. Title and Authority. Developer warrants to the City that it is the record owner of the Property or acting in accordance with a valid and unrevoked power of attorney of the record owner which has been attached hereto. Each individual executing this agreement covenants and warrants that he or she is fully authorized to execute this agreement on behalf of the party he or she represents.

E. No Waiver. The failure of the City to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

F. Binding Effect. This agreement shall be binding on the parties hereto and their respective heirs, successors, and assigns. If the Developer sells, or otherwise transfers ownership of the development contemplated by this agreement to another party, the Developer must inform the City and an assignment of this agreement must be executed by the City, the Developer, and the purchaser. Until a written assignment of this Agreement is executed by the parties, the Developer shall remain responsible for all of the promises and obligations contained in this Agreement. This agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled. The Developer acknowledges that but for the promises made herein, the City would not approve the subdivision contemplated herein. The Developer further acknowledges that the City's approval of the proposed subdivision is good and sufficient consideration for the promises it has made herein.

G. Entire Agreement. This agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

H. Notice. Any notice that may be given under the terms of this agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:
Norman Ranch Subdivision, LLC
1624 Concourse Court
Rapid City, SD 57703

CITY:
City Administrator
City of Summerset
7055 Leisure Lane
Summerset, SD 57718

