



Engineering Department

DATE: April 9, 2024

FROM: Gabe Schell, City Engineer

ITEM: Development Agreement and Sale of City Property

REQUEST:

Consider approval of development agreement and purchase agreement relating to 2712 Hamilton St

BACKGROUND INFORMATION:

The City is the owner of Lot 3, Block 1 Fairview Cemetery Addition adjacent to Century Avenue and Hamilton Street in north Bismarck addressed as 2712 Hamilton St. The City originally purchased the right of way for Hamilton Street to realign the roadway as part of the 2007 East Century Avenue reconstruction project and purchased the unplatted property in what is now Lot 3, Block 1 Fairview Cemetery Addition in 2011 to secure a stormwater channel across the property. The property was platted as Lot 1, Block 1 Revolutionary Addition in 2013 and subsequently replatted as Lot 3, Block 1 Fairview Cemetery Addition in 2022. All previous platting actions encumbered this property with the necessary stormwater and drainage easements and the City placed this property on the [available properties for sale list](#) on April 25, 2023.

The City has received an offer from the adjacent owner of Lot 2, Block 1 Fairview Cemetery Addition to purchase the property. The adjacent owner is Fairview Cemetery Association Inc. and they intend to lease a portion of Lot 2 for the development of a funeral home site. The funeral home site would include a driveway across Lot 3 to gain access to Hamilton Street. The parcel does not have an improved street, a watermain running along the length of the property, or a sewer within Hamilton Street. We would require these municipal improvements to be constructed prior to the development of the site. The lack of these facilities negatively affects the sale price of the property.

Also included in this action is a development agreement that would allow only a portion of Hamilton Street to be constructed initially (approximately 150') with the remainder constructed at such time as a neighbor to the southwest, south, or southeast of the subject property requests access and an improved roadway. Fairview Cemetery Association, Inc. would agree to participate in the special assessed costs of future water main extension and street improvements. The development agreement and purchase agreement are conditioned on the partial release of a non-access line granting access from Hamilton Street, through Lot 3 and to Lot 2, site plan and construction plan approval to the funeral home site.

The enclosed development agreement and purchase agreement are recommended for approval. There may be additional modifications to the agreements made prior to Commission action on April 9, 2024. If any are proposed, they will be shared with the Commission and discussed during the regular agenda item prior to any Board action. Following this agenda item is an executive session in the event the Commission wishes to table the purchase agreement to discuss negotiating strategy. In the event the purchase agreement is approved, the executive session would not be necessary.

RECOMMENDED CITY COMMISSION ACTION:

Approve the development agreement and purchase agreement relating to 2712 Hamilton St, Lot 3 Block 1 Fairview Cemetery Addition.

STAFF CONTACT INFORMATION:

Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:

1. Purchase Agreement
2. Development Agreement
3. Fairview Cemetery Addition Plat
4. Hamilton Stormwater Exhibit
5. 2712 Hamilton St Exhibit

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into on April _____, 2024 (the "Effective Date") by and between Fairview Cemetery Association, Inc., a non-profit North Dakota corporation or assignee hereinafter called "Buyer", Eastgate Funeral Services LLC, a North Dakota limited liability company, hereinafter called "Eastgate", and City of Bismarck hereinafter called "Seller". Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property, thereunto belonging, owned by Seller and located in the City of Bismarck, Burleigh County, State of North Dakota, to-wit with the legal description is:

Street Address: 2712 Hamilton St Bismarck ND

Legal Description: Lot 3, Block 1, Fairview Cemetery Addition

PID#: 2168-001-100 approximately 69,353 sf

together with all mineral, oil, gas, development rights, air rights, and water rights owned by Seller relating to the real property, and any improvements owned by Seller on the real property, and any appurtenance, or the operation, use or enjoyment of any of the foregoing, all rights of Seller in and to the sidewalks, alleys, driveways, parking areas, and areas adjacent thereto or used in connection therewith; any and all buildings, fixtures, structures, landscaping and other improvements located on the real property, if any. The real property, improvements, and personal property described herein are collectively referred to herein as the "Property". Any City right of ways, streets and utility easements and improvements are expressly exempted from the Property.

Seller, Buyer, and Eastgate all agree that Buyer is purchasing the Property with an aim toward leasing the Property to Eastgate in a triple net lease so that Eastgate can construct and operate a funeral home on adjacent real estate (part of Lot 2, Block 1, Fairview Cemetery Addition, hereinafter the "Funeral Home Site") with a convenient, reasonable, practical and cost-effective access over the Property to its funeral home. Accordingly, Eastgate is a party in interest that will work with Seller and Buyer to bring this Agreement to a successful Closing. Eastgate agrees to provide the Purchase Price (including Earnest Money), pay for all costs and fees, and take all action that this Agreement assigns to Buyer. In addition, Eastgate agrees to be responsible for and pay for all fees and costs set forth in the hereafter referenced development agreement between Seller and Eastgate and specifically Eastgate agrees to indemnify and hold harmless Buyer with respect to said fees and costs and all other rights, obligations or responsibilities set forth in said development agreement.

- 1. PURCHASE PRICE:** Buyer hereby agrees to purchase the above-described Property for **\$0.14 psf based on 69,353 sf for a sum of ten thousand dollars (\$10,000.00) Dollars** (the "Purchase Price"), subject to the Buyer's right to terminate this Purchase Agreement by the Contingency Date as set forth in Section 10 of this Purchase Agreement. The Purchase Price will be paid in US Dollars to Seller at Closing.
- 2. EARNEST MONEY:** The sum of **Two Thousand Five Hundred (\$2,500.00) Dollars** from Buyer as earnest money (the "Earnest Money") will be deposited with a mutually agreeable title company (the "Title Company") within five (5) business days after the Effective Date to the

Seller. The Earnest Money is part payment for the purchase of the Property. If the Buyer determines before the Contingency Date, it will not move forward with the purchase of the Property, Buyer shall receive a full refund of the Earnest Money and this Purchase Agreement shall be null & void.

- 3. GOVERNING LAW:** This Purchase Agreement shall be governed by, construed and interpreted in accordance with the laws of and under the jurisdiction of the State of North Dakota and any actions shall be venued in the state district court for Burleigh County, North Dakota. If any case, suit or proceeding shall be brought by one party to this Purchase Agreement against the other, the prevailing party shall be entitled to recover all reasonable, out-of-pocket costs actually incurred by the prevailing party related thereto, including reasonable attorney's fees and the costs of appeal.
- 4. PRORATIONS.** Real estate taxes and installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing, based on the most current certified tax information available, shall be paid by Buyer as Seller is exempt from taxation as of date of closing. All prior year's real estate taxes and installments of special assessments shall be paid by the Seller. Real estate taxes and special assessments payable in the years subsequent to closing shall be paid by Buyer. No representations have been made concerning the amount of subsequent real estate taxes and special assessments. Rents from the property, if any, shall be prorated to the date of the closing. Any operating expenses or vendor contracts assumed by the Buyer and prepaid by the Seller shall be prorated to the date of closing.
- 5. CLOSING AND POSSESSION:** The closing of the transaction contemplated by this Purchase Agreement (the "Closing") shall be on June 27, 2024, or such earlier date as the parties may agree (the "Closing Date"). Seller shall deliver possession of Property at the time of Closing. At the time of Closing, Buyer and Seller agree Closing shall take place at or through the Title Company, either in person or by mail and electronic closing. As stated in Section 10 in this Agreement, the Closing may be postponed in the even certain contingencies have not yet been fulfilled.

 - a. DEED/MARKETABLE TITLE:** Upon performance by Buyer of all requirements under this Purchase Agreement, Seller shall deliver a Warranty Deed, conveying marketable title, subject only to: (A) building and zoning laws, ordinances, state and federal regulations; (B) restrictions of record relating to use or improvement of the Property; (C) installments of special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection; (D) prior reservation of any mineral rights; and (E) utility and drainage easements and all other matters of record.
 - b. TITLE AND EXAMINATION:** Seller shall promptly arrange for and shall promptly provide Buyer with a title commitment to the Property issued by the Title Company. Seller shall use commercially reasonable efforts to deliver such title commitment to Buyer no **later 30 days after the Effective Date** or such other time period as agreed to by Buyer, in writing. **Seller shall pay the entire cost of an underlying abstract update, if required by the Title Company, and obtaining a title commitment and title policy.** If Buyer's lender requires a lender's title insurance policy, Buyer shall be solely responsible for the incremental cost thereof. If Seller(s)'s title is not insurable, marketable and free of defect, other than the permitted encumbrances set forth in Section 5(a) or such exceptions to title Buyer waives pursuant to this Section 5(b), and cannot be made so by the Closing Date, or, if after examination of the title commitment, Buyer

determines that easements, restrictions, encumbrances or any other defects of title interfere with the Buyer's intended use of the property, Buyer, at Buyer's option, shall be authorized to terminate this Purchase Agreement and all Earnest Money shall be refunded to Buyer. Buyer shall notify Seller of Buyer's objection to the title within fourteen (14) days following the date Seller delivers a title commitment to Buyer. Buyer may waive defects and proceed to Closing, at Buyer's sole discretion. If Buyer does not object to the title defects in a writing delivered to Seller within the time period described herein, Buyer shall be deemed to have waived its right to so object. Seller shall have until the Closing Date to eliminate any title objections identified in writing by the Buyer to the satisfaction of the Buyer in such a manner as to delete title defects from the final standard owner's policy of title insurance, it being agreed that the Seller is not obligated or required to undertake any cure of any title objections identified by the Buyer; however, if Seller determines not to attempt to cure any title defects, Seller shall so advise Buyer within seven (7) days of the date Seller receives Buyer's written notice of the title defects. If Seller shall in fact eliminate any and all title objections identified in writing by the Buyer, the Closing shall take place on the Closing Date, subject to the Buyer's right to terminate as provided for in Section 9 of this Purchase Agreement. If Seller does not eliminate title objections identified by the Buyer, or Seller notifies Buyer that it will not attempt to eliminate any such objections, the Buyer may elect (as its sole remedy) to terminate this Purchase Agreement and have the Earnest Money returned within five (5) days of Buyer's written notice of termination of this Purchase Agreement to the Seller, which Buyer shall deliver within five (5) days of receipt of Seller's notice that Seller shall not attempt to eliminate such objections or, alternatively, the Buyer may waive the title objections and may elect to Close the purchase of the Property and accept the conveyance of the Property subject to all title objections which were identified by the Buyer, in which event the Closing shall take place on the Closing Date with no reduction to the Purchase Price. If by giving written notice to the Seller within the time allowed under the provisions of this Purchase Agreement, the Buyer elects to terminate this Purchase Agreement because the existence of uncured title objections identified by the Buyer, then Buyer shall have its sole remedy the return of the Earnest Money and upon the disbursement of the Earnest Money to the Buyer, this Purchase Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void, subject to the survival of any provisions of this Purchase Agreement as set forth herein.

6. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the Closing Date for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing Date, this Purchase Agreement shall become null and void and the Earnest Money shall be refunded to Buyer.
7. **SQUARE FOOTAGE AND/OR ACREAGE:** Buyer is aware that any reference to the square footage and/or acreage of the Property, both the real property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material matter to the Buyer(s), it must be verified by the Buyer prior to closing.
8. **CONDITION OF PROPERTY:** Seller and Buyer agree that the Property, and all, fixtures, equipment, and other personal property located upon the Property and used in connection with the operation of the Property and conveyed hereby, shall be conveyed, on the Closing Date, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction of the Purchase Price, and that, except for the warranty of title to be given in the Warranty Deed, shall be without representation or warranty of any kind or nature whatsoever by the Seller, whether

express, implied, statutory, or otherwise, including without limitation, warranty of income potential, operating expenses, uses, merchantability, or fitness for a particular purpose, and Seller does hereby disclaim and renounce any and all such representations or warranty. By entering into this Purchase Agreement, Buyer represents and warrants that as of the Contingency Date, Buyer shall have satisfied itself as to the condition of the Property and its suitability for the purposes intended by the Buyer. The Property and personal property are sold in "AS IS" condition, including without limitation, as to any hazardous materials. In purchasing the Property and personal property, Buyer is relying solely upon Buyer's own inspection and investigation of the Property and personal property, including without limitation, as to hazardous materials contamination and geological conditions and not upon any representation, warranty, statement, study, report, description, guideline, or other information or materials made or furnished by Seller or any of Seller's agents or representatives, whether written or oral, express or implied, of any nature whatsoever. Buyer acknowledges that neither the Seller nor any agent or representative of the Seller has made any representation, warranty, or agreement as to any matters concerning the Property or the personal property. Any statement not expressly contained in this Purchase Agreement shall not bind the Seller, and Buyer expressly waives any right of rescission and/or claim for damages against the Seller or the Seller's agents or representatives by reason of any statement, representation, warranty, and/or promise not contained in this Purchase Agreement. Buyer's agreement to purchase the Property in its "AS IS" condition is a material inducement to the Seller to agree to sell the Property at the purchase price provided for herein.

9. DEFAULT: If all contingencies have been met and Buyer, contrary to this Purchase Agreement, fails, neglects or refuses to complete the purchase of the Property on the Closing Date set forth in Section 5, then, as Seller's sole remedy, the Earnest Money shall be forfeited to Seller as liquidated damages, and this Purchase Agreement shall be of no further force or effect, subject to the survival of any provisions of this Purchase Agreement as set forth herein. The parties agree the calculation of damages to Seller would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller, if the Buyer fails, neglects, or refuses to perform, contrary to this Purchase Agreement. If the Seller, contrary to this Purchase Agreement, fails, neglects or refuses to perform as agreed, Buyer may terminate this Purchase Agreement and receive a full refund of the Earnest Money or demand and pursue specific performance of this Purchase Agreement. Any claim by Buyer for specific performance, or any demand by Seller for payment to Seller of the Earnest Money as liquidated damages, shall be commenced or made within three (3) months after scheduled Closing Date set forth in Section 6; further, unless the Seller delivers copies of documents evidencing the Seller's demand for payment to Seller of the Earnest Money within such 3- month period, the Earnest Money shall be returned to the Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies permitted in this Purchase Agreement.

10. CONTINGENCIES / DUE DILIGENCE: Buyer has until June 26 at five o'clock PM (the "Contingency Date") to perform any and all due diligence, and inspections to Buyer's sole satisfaction. Such due diligence and inspections may include, but shall not be limited to, review of Seller's disclosure statement, governmental site usage approval, governmental approval of site plans known as civil engineering, financing approval, survey of the property, physical property inspections, title review, and environmental assessments. Upon reasonable prior written notice from Buyer to Seller, and with a representative of Seller at

Seller's sole discretion, Buyer shall be provided with full unrestricted access to the entire Property for purposes of conducting investigations and inspections as deemed appropriate by Buyer, at Buyer's sole cost and risk. Buyer shall make reasonable efforts to not disrupt any ongoing operations at the Property, including the operations of any tenants or other occupants. Additionally, Buyer shall repair any damage to the Property caused by Buyer or its inspectors, agents, or employees. Buyer shall indemnify Seller for any losses or damages that Seller actually suffers as a result of Buyer's or its inspectors', agents', or employees' actions on the Property, which indemnification and repair obligations shall survive the termination of this Purchase Agreement. If Buyer gives written notice to Seller that Buyer is not satisfied with results of Buyer's due diligence/inspections on or before 5pm CDT on the Contingency Date, all Earnest Money shall be promptly returned to Buyer within no later than two (2) days, and this Purchase Agreement will be of no further force or effect. If Buyer fails to deliver timely notice of objection to Seller, then Buyer's due diligence contingency pursuant to this Section 10 shall be deemed waived and the Earnest Money shall be non-refundable to the Buyer, but such earnest money shall be applied to the Purchase Price at closing.

In addition, notwithstanding anything to the contrary in this Agreement, Buyer may terminate this Agreement, Close, or postpone the Closing with respect to the following contingencies:

- A. Seller takes all action that is required to allow an access road over the Property from Hamilton Street to the Funeral Home Site, which road will be located approximately 150 feet south of E. Century Ave. Said action may include, but is not limited to, the release or modification of non-access lines by a separate release or modification document, or modification of the Fairview Cemetery Addition Plat.
- B. Seller and Eastgate have executed a Development Agreement that is mutually acceptable to the parties with respect to Eastgate's construction of its funeral home on the Funeral Home Site.
- C. Eastgate has received assurances, approvals, or permits from Seller that are satisfactory to Eastgate as to Eastgate's site plans and construction plans and the providing of utility services, including, but not limited to sanitary sewer, storm sewer and water to and for the funeral home site.

In the event each of the above events/contingencies have not been completed to the satisfaction of Buyer and Eastgate by the time of Closing, in addition to Buyer's ability to continue with the Closing or terminate the Agreement, Buyer may postpone the Closing for such time as will allow said events/contingencies to be completed.

All termination or postponement notices shall be provided in writing to Seller and the Title Company.

- 11. SPECIAL BUYER AND SELLER CONDITIONS:** Seller shall cooperate with the Buyer in providing access to information reasonably necessary and in Seller's actual possession to complete any portion of due diligence/feasibility review. In that regard, within ten (10) calendar days of the Effective Date, Seller shall provide to Buyer and Eastgate the following documents, if available and in Seller's possession: environmental reports, geologic and soil condition reports.

- 12. COUNTERPARTS / FACSIMILE / ELECTRONIC SIGNATURES:** This Purchase Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Purchase Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.
- 13. ASSIGNMENT:** No less than three (3) days prior to Closing, Buyer may, with simultaneous written notice to Seller but without the need for Seller's consent, assign this Purchase Agreement to any person or entity owned and controlled by Buyer (a "Buyer Affiliate"). Buyer shall not assign this Purchase Agreement to any party other than a Buyer Affiliate without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. In no event shall the original Buyer shall be relieved from any obligations as Buyer under this Purchase Agreement and the assignee shall be bound by any and all such obligations.
- 14. REPRESENTATION OF AUTHORITY OF PARTIES/SIGNATORIES:** Each of Buyer and Seller represents and warrants that he or she is duly authorized and validly existing under the laws of North Dakota and the person signing this Purchase Agreement has legal capacity to execute and deliver this Purchase Agreement. Each party represents and warrants to the other that the execution and delivery of the Purchase Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Purchase Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 15. TAX-FREE EXCHANGE:** Both parties reserve the right to transfer their respective interests in and to this Purchase Agreement to a Qualified Intermediary or other appropriate party pursuant to a 1031 tax-free exchange. Both parties agree to cooperate with the other to fully effectuate a 1031 tax-free exchange provided that such cooperation will not increase the expenses or obligations of the party attempting to facilitate and effectuate an electing party's 1031 tax-free exchange, nor shall such facilitating party be obligated to take title to any other property.
- 16. REAL ESTATE COMMISSIONS:** Sales commissions are not applicable with the sale of the Property described in this Purchase Agreement.
- 17. ADDITIONAL TERMS:** The term "day" or "days" in this Purchase Agreement shall be construed as calendar days.
- 18. TIMING:** Time is of the essence as to all dates and time periods set forth in this Purchase Agreement. With respect to computation of time periods provided in this Purchase Agreement, the day of the act or event on which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, and any time period provided in this Purchase Agreement that ends on a day other than a Business Day shall automatically extend to, and end on, the next Business Day thereafter. "Business Day" means a day other than (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of North Dakota are authorized to remain closed, or (ii) a day on which the New York Stock Exchange is closed. "Acceptance Date" shall mean the last day Buyer or Seller signs this Purchase Agreement, as reflected on the last page of this Purchase Agreement.
- 19. ENTIRE AGREEMENT:** This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between

Seller and Buyer and supersedes any other written or oral agreements between Seller and Buyer. The Purchase Agreement can be modified only in writing signed by Seller and Buyer.

20. CONSTRUCTION: The parties acknowledge they have both had the opportunity to have this Purchase Agreement reviewed by their respective attorneys, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party.

21. ALLOCATION OF CLOSING EXPENSES: The parties shall apportion the closing expenses in the following manner:

- a. Seller's expenses - Seller shall be responsible for:
 - i. The recording fees for any corrective instruments.
 - ii. Its own attorney's fees.
 - iii. Any cost connected with the continuation of any abstracts of title, the cost of the title insurance commitment, title insurance premiums (except relating to lender policy related premiums) or the preparation of any corrective documents.
 - iv. The preparation costs of any documents that Seller is required to deliver to Buyer at or before closing.
 - v. Any brokerage fees connected with any broker hired by Seller.
 - vi. One-half the cost of the closing fee charged by the Title Company.
- b. Buyer's expenses - Buyer shall be responsible for:
 - i. Recording fees for the Deed.
 - ii. Its own attorney's fees, including fees for title opinions.
 - iii. The cost of lender's title insurance premiums.
 - iv. The preparation costs of any documents that Buyer is required to deliver to Seller at or before closing.
 - v. One-half the cost of the closing fee charged by the Title Company.
 - vi. All other costs specifically allocated to Buyer as set forth in this Agreement.
 - vii. Survey costs, UCC Searches, inspection fees, lender fees, appraisals, and environmental site assessments if ordered or required by Buyer.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

(Signature Pages to Follow)

Signature page to Purchase Agreement between the City of Bismarck, the Fairview Cemetery Association, Inc. and Eastgate Funeral Services LLC

BUYER ACCEPTANCE: Fairview Cemetery Association, Inc.

By _____

Title

THIS IS A LEGALLY BINDING CONTRACT. FOR LEGAL, TAX, STRUCTURAL OR ENVIRONMENTAL ADVICE CONSULT AN APPROPRIATE PROFESSIONAL.

Signature page to Purchase Agreement between the City of Bismarck, the Fairview Cemetery Association, Inc. and Eastgate Funeral Services LLC

SELLER ACCEPTANCE: City of Bismarck

By _____

Title

**THIS IS A LEGALLY BINDING CONTRACT. FOR LEGAL, TAX, STRUCTURAL OR ENVIRONMENTAL
ADVICE CONSULT AN APPROPRIATE PROFESSIONAL.**

Signature page to Purchase Agreement between the City of Bismarck, the Fairview Cemetery Association, Inc. and Eastgate Funeral Services LLC

EASTGATE ACCEPTANCE: Eastgate Funeral Services LLC

By _____

Title

**THIS IS A LEGALLY BINDING CONTRACT. FOR LEGAL, TAX, STRUCTURAL OR ENVIRONMENTAL
ADVICE CONSULT AN APPROPRIATE PROFESSIONAL.**

Above this line used for recordation purposes only.

DEVELOPMENT AGREEMENT

The City of Bismarck (“City”) and Fairview Cemetery Association, a North Dakota Nonprofit Corporation (“Developer”) make this Development Agreement (“Agreement”) with regard to the development of parcels (the “Property”) located in Bismarck, North Dakota and described as follows:

Lot 2 and Lot 3, Block 1, Fairview Cemetery Addition, Bismarck, Burleigh County, North Dakota.

The Developer owns Lot 2 and has offered to purchase Lot 3 and develop the Property for commercial use. The Property is located on the southwest corner of East Century Avenue and Hamilton Street. The Property would not be operated as a cemetery and will not be so operated in the future and would be subject to special assessments as long as said improvement especially benefit the Property.

In exchange for the mutual agreements of the parties under this Agreement, the parties agree as follows:

A. MUNICIPAL UTILITIES

The Property is served with sanitary sewer via a gravity sewer line within Revolutionary Addition. Sanitary sewer access is granted to Lot 2 through a sanitary sewer easement across Lot 3. The City will approve a sanitary sewer connection through the Hamilton Street right of way to access the sewer line as part of the site plan approval. As the Developer is the owner of Lot 1, Lot 2 and has offered to purchase Lot 3, sanitary sewer service lines will be allowed outside of the platted easement boundary so long as Lot 2

and Lot 3 are under common ownership. If Lot 2 and Lot 3 are held under separate ownership, the sanitary sewer service line would need to be placed within the platted sanitary sewer easement or through a separate easement recorded prior to site plan approval.

The Developer would be required to extend a 12" watermain within Hamilton Street right of way to a point south of any street improvements. The City will design the improvement and will allow the cost of this extension to be special assessed against the Property. The Developer acknowledges it would be responsible for future special assessed costs for the continuation of the 12" watermain within Hamilton Street right of way to the southern boundary of Fairview Cemetery Addition.

B. STREET IMPROVEMENTS

The City would normally require the improvement of Hamilton Street to an urbanized curb and gutter street section adjacent to the site at the time of the development of the Property. The parties are in agreement that the improvement of all of Hamilton Street adjacent to the Property is not necessary for the further development of the site at this time and improvement of extended Hamilton Street to the south of an agreed access point to the funeral home site approximately 150 feet south of Century Avenue can be delayed until the City receives a petition to improve extended Hamilton Street from property owners of any property located adjacent to proposed extended Hamilton Street south of East Century Avenue or from owners of property south of Lot 1 Block 1 Fairview Cemetery Addition whose access to Hamilton Street is granted via an access easement through Lot 1 and Lot 3, Block 1 Fairview Cemetery Addition. The City will initiate a plat modification request to release a portion of the non-access line along the west side of Hamilton Street to facilitate access to Lot 2, through Lot 3 from the improved section of Hamilton Street.

The plat of Fairview Cemetery Addition includes an access easement traversing the southeast corner of Lot 1, Block 1 to gain access to the unplatted land south of the cemetery. If that entity platted their land with desire to develop, their access to the public road network would be through Lot 1, Block 1 and Lot 3, Block 3 back to Hamilton Street. That action would trigger the improvement of Hamilton Street. Because the land south of the cemetery is not platted, there would be public input and process prior to approval.

The City will approve the site plan and issue building permits in its normal course of business. Prior to such approvals or permits being issued, the Owner will execute and deliver petitions for the improvement of Hamilton Street for that portion adjacent to the Property. The first petition will be for the construction of Hamilton Street from East Century Avenue to an agreed access point to the funeral home site approximately 150

feet south of East Century Avenue. The second petition will be for the construction of Hamilton Street from said agreed access point to the funeral home site approximately 150 feet south of East Century Avenue to a southern limit of Hamilton Street which is located at a point adjacent to the easterly extended south line of Lot 1 within Fairview Cemetery Addition. The second petition will be conditioned that it will be deemed to be submitted upon the receipt of another valid petition for improvement from those property owners identified above as to the extension of any portion of Hamilton Street, south of East Century Avenue to a point adjacent to the easterly extended south line of Lot 1. The City agrees to waive the 40% prepayment typically required for street improvements. By entering into this Agreement, the Developer also agrees to waive their right to protest a special assessment district formed to construct Hamilton Street south of East Century Avenue as described herein. This agreement will be placed of record in the title for the Property, and all successors in interest agree to waive their right to protest said special assessment district under N.D.C.C. Ch 40-22 by accepting delivery of title. The City also agrees that in order to activate the petition, any project for the improvement of Hamilton Street south of East Century Avenue must include the entire width of the roadway. The assignment of benefit will utilize the special assessment policy in force at the time the district is created.

C. GENERAL TERMS

- i. All work shall proceed only after the necessary permits and approvals have been obtained. Unless otherwise modified by this Agreement, all City development policies regarding public improvements must be followed.
- ii. It is the intention of the parties that this Agreement will run with the land as to the parcels within the plat and that the Owner will have the obligation to inform any successor in interest of the terms of this Agreement and the successor's obligation to abide by this Agreement and include compliance with this Agreement as a condition in any written instrument of conveyance of real property for the site.
- iii. The terms of this agreement shall be considered a covenant running with the land and bind all future owners in the same manner as if they had personally entered into this agreement.
- iv. Successors and Assigns. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective transferees, successors, and assigns.

- v. Developer has offered to purchase Lot 3 for \$10,000.00. Said offer will be memorialized in a formal Sale and Purchase Agreement (“SPA”). This Agreement and the SPA must both be executed to make both this Agreement and the SPA effective and enforceable.
- vi. This development agreement is conditioned on the successful release of a portion of the non-access line on Hamilton Street. Failure to release a portion of the non-access line on Hamilton Street will void this agreement.

Dated this _____ day of _____, 20__

 Owner’s Authorized Representative’s Name

Owner’s Title

Owner’s Legal Entity Name

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____ 20__, before me personally appeared _____, known to be to be the person who is described in, and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same.

 Notary Public

Dated this ____ day of _____, 20__

City of Bismarck

Michael T. Schmitz
President, Board of City
Commissioners

Attest: _____
Jason Tomanek
Acting City Administrator

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF BURLEIGH)

On this _____ day of _____, 2024, before me personally appeared _____, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same.

Notary Public
State of North Dakota

(SEAL)

Exhibit "A"
To
Development Agreement

Exhibit "A" – Fairview Cemetery Addition
(incorporated by reference as recorded document 950503)

PETITION FOR WATERMAIN AND PERMANENT STREET IMPROVEMENT

DATE: _____

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have watermain and permanent street improvements completed on:

Hamilton Street from E Century Avenue to 150' South of Century Avenue.

It is agreed that that 100% of the cost of said watermain and permanent street improvements be assessed to, or other funding arrangements made by, the benefitted property according to the Current Development Costs Policy. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefitted petitioned property.

**PROPERTY DESCRIPTION
(PROPERTY OWNER/S)**

Lot 2 and Lot 3, Block 1
Fairview Cemetery Addition
City of Bismarck, Burleigh County, North Dakota

SIGNATURE

Owner's Authorized Reps Name
Owner's Title
Owner's Legal Entity Name

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

Date

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: _____

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street improvements completed on:

Hamilton Street from 150' south of E Century Avenue to approximately 410' south of E Century Avenue and the westerly extension of the south lot line of Lot 1 of Fairview Cemetery Addition

It is agreed that 100% of the paving cost of said permanent street improvements be assessed to, or other funding arrangements made by, the benefitted property according to the Current Development Costs Policy. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefitted petitioned property.

As stated in the Development Agreement between the City and the Undersigned Owners, the City has agreed to waive the 40% prepayment as to this project petition.

**PROPERTY DESCRIPTION
(PROPERTY OWNER/S)**

Lot 2 and Lot 3, Block 1
Fairview Cemetery Addition
City of Bismarck, Burleigh County, North Dakota

SIGNATURE

Owner's Authorized Reps Name
Owner's Title
Owner's Legal Entity Name

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

Date



FAIRVIEW CEMETERY ADDITION

AUDITOR'S LOT A OF THE N 1/2 OF THE NW 1/4 AND PART OF A SOUTHERLY PORTION OF CENTURY AVENUE RIGHT-OF-WAY & LOT 1 BLOCK 1 REVOLUTIONARY ADDITION AND PART OF THE WEST HALF OF HAMILTON STREET RIGHT-OF-WAY OF THE NE 1/4 OF SECTION 26 TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIPTION

AUDITOR'S LOT A OF THE N 1/2 OF THE NW 1/4 AND PART OF A SOUTHERLY PORTION OF CENTURY AVENUE RIGHT-OF-WAY & LOT 1 BLOCK 1 REVOLUTIONARY ADDITION AND PART OF THE WEST HALF OF HAMILTON STREET RIGHT-OF-WAY OF THE NE 1/4 OF SECTION 26 TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID AUDITOR'S LOT A; THENCE NORTH 89 DEGREES 49 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID AUDITOR'S LOT A, A DISTANCE OF 1987.25 TO THE EAST LINE OF THE OP RAILROAD RIGHT-OF-WAY; THENCE NORTH 26 DEGREES 03 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 973.29 FEET; THENCE NORTHWESTERLY AND TO THE RIGHT, CONTINUING ALONG SAID EAST LINE, ON A 5679.65 FOOT RADIUS CURVE THE RADIUS WHICH BEARS NORTH 63 DEGREES 56 MINUTES 10 SECONDS EAST, AN ARC LENGTH OF 462.61 FEET; THENCE NORTH 21 DEGREES 23 MINUTES 50 SECONDS WEST A DISTANCE OF 23.61 FEET TO THE NORTH LINE OF SECTION 26; THENCE SOUTH 89 DEGREES 49 MINUTES 44 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2663.05 FEET TO THE CENTERLINE OF HAMILTON STREET RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 142.05 FEET; THENCE SOUTHEASTERLY AND TO THE LEFT, CONTINUING ALONG SAID CENTERLINE, ON A 200.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 187.59 FEET; THENCE SOUTH 53 DEGREES 07 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 99.82 FEET; THENCE SOUTHERLY AND TO THE RIGHT, CONTINUING ALONG SAID CENTERLINE, ON A 202.96 FOOT RADIUS CURVE THE RADIUS OF WHICH BEARS SOUTH 36 DEGREES 51 MINUTES 40 SECONDS WEST, AN ARC LENGTH OF 188.21 FEET TO THE BOUNDARY OF REVOLUTIONARY ADDITION; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST, ALONG SAID BOUNDARY, A DISTANCE OF 99.91 FEET; THENCE SOUTH 38 DEGREES 10 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 161.84 FEET; THENCE SOUTHWESTERLY AND TO THE LEFT, CONTINUING ALONG SAID BOUNDARY, ON A 229.55 FOOT RADIUS CURVE, AN ARC LENGTH OF 84.11 FEET; THENCE SOUTH 17 DEGREES 02 MINUTES 00 SECONDS WEST, A DISTANCE OF 171.32 FEET TO THE EAST LINE OF SAID AUDITOR'S LOT A; THENCE SOUTH 00 DEGREES 35 MINUTES 18 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 426.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.17 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE APPROVED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON July 13, 2022. THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.



SWENSON, HAGEN & CO. P.C.
 909 BASIN AVENUE
 BISMARCK, NORTH DAKOTA
 58504

Terry Baltzer
 TERRY BALTZER
 PROFESSIONAL LAND SURVEYOR
 N.D. REGISTRATION NO. 3595

WESTERN AREA POWER ADMINISTRATION EASEMENT RESTRICTIONS

THE UNITED STATES GOVERNMENT (WESTERN AREA POWER ADMINISTRATION) HOLDS TWO SEPARATE 125 FOOT WIDE EASEMENTS FOR THE RIGHT TO OPERATE, PATROL, REPAIR, MAINTAIN, USE, CONSTRUCT, AND RECONSTRUCT ELECTRICAL TRANSMISSION LINES.

THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TRANSMISSION LINE EASEMENTS, UNLESS REVIEWED AND APPROVED BY WESTERN AREA POWER ADMINISTRATION (IN WRITING).

1. OWNER SHALL NOT ERECT ANY STRUCTURES. STRUCTURES, BY WAY OF EXAMPLE, NOT BY LIMITATION, SHALL MEANS BUILDINGS, MOBILE HOMES, STORAGE TANKS, SEPTIC SYSTEMS, SWIMMING POOLS, TENNIS COURTS, OR SIMILAR FACILITIES.
2. OWNER SHALL NOT DRILL WELLS OR CONDUCT MINING OPERATIONS.
3. OWNER SHALL NOT GRANT PERMISSION TO THE PUBLIC FOR THE USE OF THE EASEMENT AREA. SUCH PROHIBITED USE SHALL INCLUDE ROADS, PARKING AREAS, STORAGE FACILITIES, AND RECREATION FACILITIES.
4. OWNER SHALL NOT APPRECIABLY CHANGE THE CHARACTER OF EXISTING TOPOGRAPHY. NORMAL GARDENING PRACTICES MAY BE CONDUCTED. HOWEVER, OWNER SHALL NOT PLANT ANY TREES WITHIN THE TRANSMISSION LINE EASEMENTS WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE WESTERN AREA POWER ADMINISTRATION (WAPA) OR ITS ASSIGNS.
5. OWNER SHALL NOT ERECT OR INSTALL FENCES ON OR ACROSS THE EASEMENT AREAS WITHOUT FIRST SUBMITTING THE FENCE PLANS TO WESTERN AND OBTAINING WESTERN'S WRITTEN APPROVAL.
6. OWNERS SHALL NOT PLANT TREES WITHIN THE RIGHT-OF-WAY.
7. REQUESTS FOR PERMISSION TO USE THE TRANSMISSION LINE RIGHT-OF-WAY SHOULD BE SUBMITTED TO:

WESTERN AREA POWER ADMINISTRATION
 NORTH DAKOTA MAINTENANCE OFFICE
 PO BOX 1173
 BISMARCK, ND 58502-1173

PLEASE CONTACT THE MAINTENANCE OFFICE WITH ANY QUESTIONS

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON THE 25th DAY OF AUGUST, 2022, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

Michael J. Schwartz
 MICHAEL J. SCHWARTZ - CHAIRMAN

Ben Ebreth
 ATTEST
 BEN EBRETH - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE APPROVED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE APPROVED PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 26th DAY OF JULY, 2022.

Keith J. Hunke
 ATTEST
 KEITH J. HUNKE - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "FAIRVIEW CEMETERY ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE PLAT.

Gabriel J. Schell
 GABRIEL J. SCHELL
 CITY ENGINEER

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT FAIRVIEW CEMETERY ASSOCIATION & THE CITY OF BISMARCK, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "FAIRVIEW CEMETERY ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO RE-DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

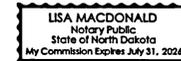
THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

THEY FURTHERMORE DEDICATE UNTO THE CITY OF BISMARCK "STORM WATER AND DRAINAGE EASEMENTS" TO RUN WITH THE LAND FOR THE PURPOSE OF STORM SEWER AND SURFACE WATER DRAINAGE UNDER, OVER, THROUGH AND/OR ACROSS THOSE AREAS DEDICATED HEREON AS "STORM WATER AND DRAINAGE EASEMENTS" FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIR, ENLARGING AND MAINTAINING STORM WATER MANAGEMENT FACILITIES TOGETHER WITH NECESSARY APPURTENANCES THERETO FOR STORM WATER, STORM SEWER AND SURFACE WATER DRAINAGE AND MANAGEMENT OF SAID STORM WATER FLOW IN A MANNER THAT WILL PERMIT THE FREE AND UNOBSTRUCTED FLOW OF WATER UNDER, OVER AND/OR ACROSS THE EASEMENT AREA.

STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)

Joy Wezelman
 JOY WEZELMAN - BOARD OF DIRECTORS
 FAIRVIEW CEMETERY ASSOCIATION
 OWNER, LOTS 1-3 BLOCK 1 FAIRVIEW CEMETERY ADDITION

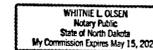
ON THIS 19th DAY OF August, 2022, BEFORE ME PERSONALLY APPEARED JOY WEZELMAN OF THE BOARD OF DIRECTORS OF FAIRVIEW CEMETERY ASSOCIATION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.



STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)

Lisa Macdonald
 LISA MACDONALD
 NOTARY PUBLIC
 BURLEIGH COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES July 31, 2024
Michael T. Schmitz
 MICHAEL T. SCHMITZ, MAYOR
 CITY OF BISMARCK
 221 N. 5TH ST
 BISMARCK, ND 58506
 OWNER, LOT 3 BLOCK 1 FAIRVIEW CEMETERY ADDITION

ON THIS 16th DAY OF September, 2022, BEFORE ME PERSONALLY APPEARED MICHAEL T. SCHMITZ, MAYOR OF THE CITY OF BISMARCK, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

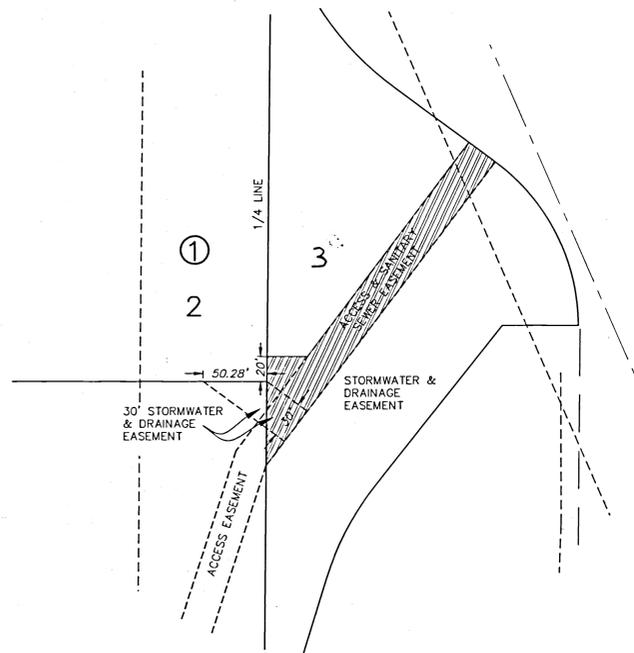


STATE OF NORTH DAKOTA)
 COUNTY OF BURLEIGH)

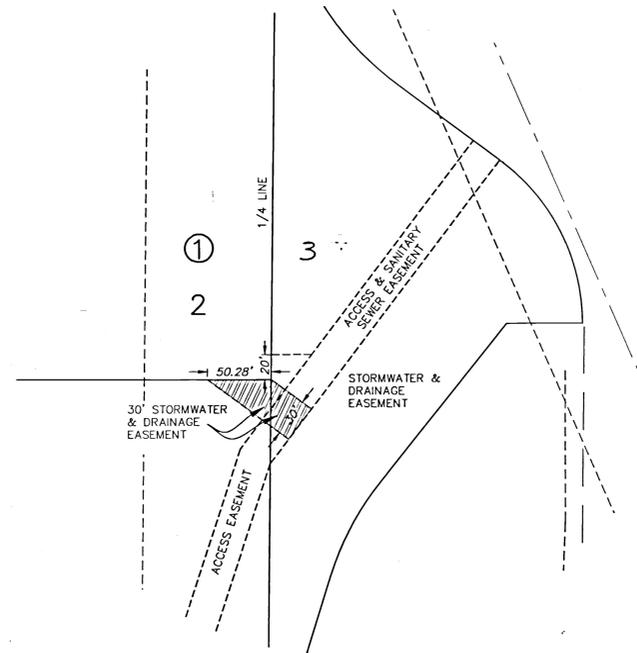
Whitnie L. Olsen
 WHITNIE L. OLSEN
 NOTARY PUBLIC
 BURLEIGH COUNTY, NORTH DAKOTA
 MY COMMISSION EXPIRES 5/15/2023

Taxes and special assessments paid, all liens created under section 57-02-08.3 satisfied, if any, and TRANSFER accepted on 11/30/2022

Erin Buchwitz
 Burleigh County Auditor
 By Erin Buchwitz
 Deputy, Burleigh County Auditor



ACCESS & SANITARY SEWER EASEMENT DETAILS (NOT TO SCALE)



STORMWATER & DRAINAGE DETAILS (NOT TO SCALE)



SWENSON, HAGEN & COMPANY P.C.

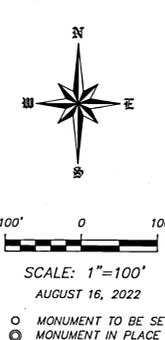
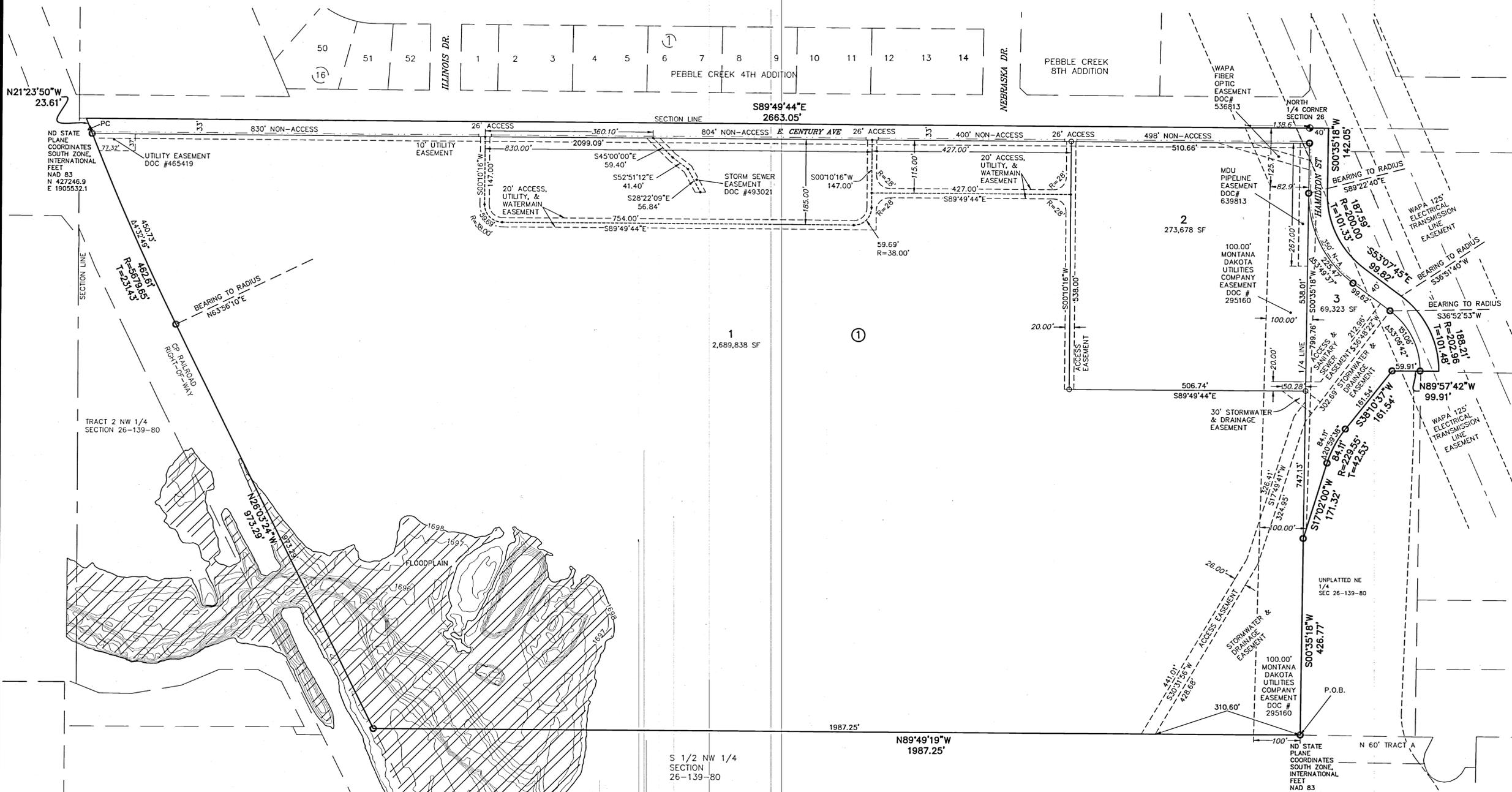
909 Basin Avenue
 Bismarck, North Dakota 58504
 sheng@swensonhagen.com
 Phone (701) 223-2600
 Fax (701) 223-2606

Surveying
 Hydrology
 Land Planning
 Civil Engineering
 Landscape & Site Design
 Construction Management

FAIRVIEW CEMETERY ADDITION

AUDITOR'S LOT A OF THE N 1/2 OF THE NW 1/4 AND PART OF A SOUTHERLY PORTION OF CENTURY AVENUE RIGHT-OF-WAY & LOT 1 BLOCK 1 REVOLUTIONARY ADDITION AND PART OF THE WEST HALF OF HAMILTON STREET RIGHT-OF-WAY OF THE NE 1/4 OF SECTION 26 TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



NOTES

BASIS OF BEARING:
 NORTH DAKOTA STATE PLANE, SOUTH ZONE BY CITY ORDINANCE

COORDINATE DATUM:
 NORTH DAKOTA STATE PLANE COORDINATE SYSTEM
 NAD 83 SOUTH ZONE
 ADJUSTMENT OF 1986
 UNITS ARE INTERNATIONAL FEET

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.

VERTICAL BENCHMARK:
 NE CORNER LOT 2 BLOCK 1 FAIRVIEW CEMETERY ADDITION
 ELEV: 1765.48 (NAVD 88)

AREA DATA

| | | |
|---------|----------------|-------------|
| LOTS | 3,032,843 S.F. | 69.82 ACRES |
| STREETS | 111,038 S.F. | 2.54 ACRES |
| TOTAL | 3,143,881 S.F. | 72.37 ACRES |

AREA DATA

| | | |
|--------|----------------|-------------|
| NE 1/4 | 94,020 S.F. | 2.16 ACRES |
| NW 1/4 | 3,049,861 S.F. | 70.01 ACRES |

FEMA FLOOD INSURANCE RATE MAP
 COMMUNITY PANEL NUMBER 38015C0805D
 100 YR FLOODPLAIN ELEVATION (NAVD 88): 1698.0
 DATED AUGUST 4, 2014

**WESTERN AREA POWER ADMINISTRATION
 EASEMENT RESTRICTIONS**

THE UNITED STATES GOVERNMENT (WESTERN AREA POWER ADMINISTRATION) HOLDS TWO SEPARATE 125 FOOT WIDE EASEMENTS FOR THE RIGHT TO OPERATE, PATROL, REPAIR, MAINTAIN, USE, CONSTRUCT, AND RECONSTRUCT ELECTRICAL TRANSMISSION LINES.

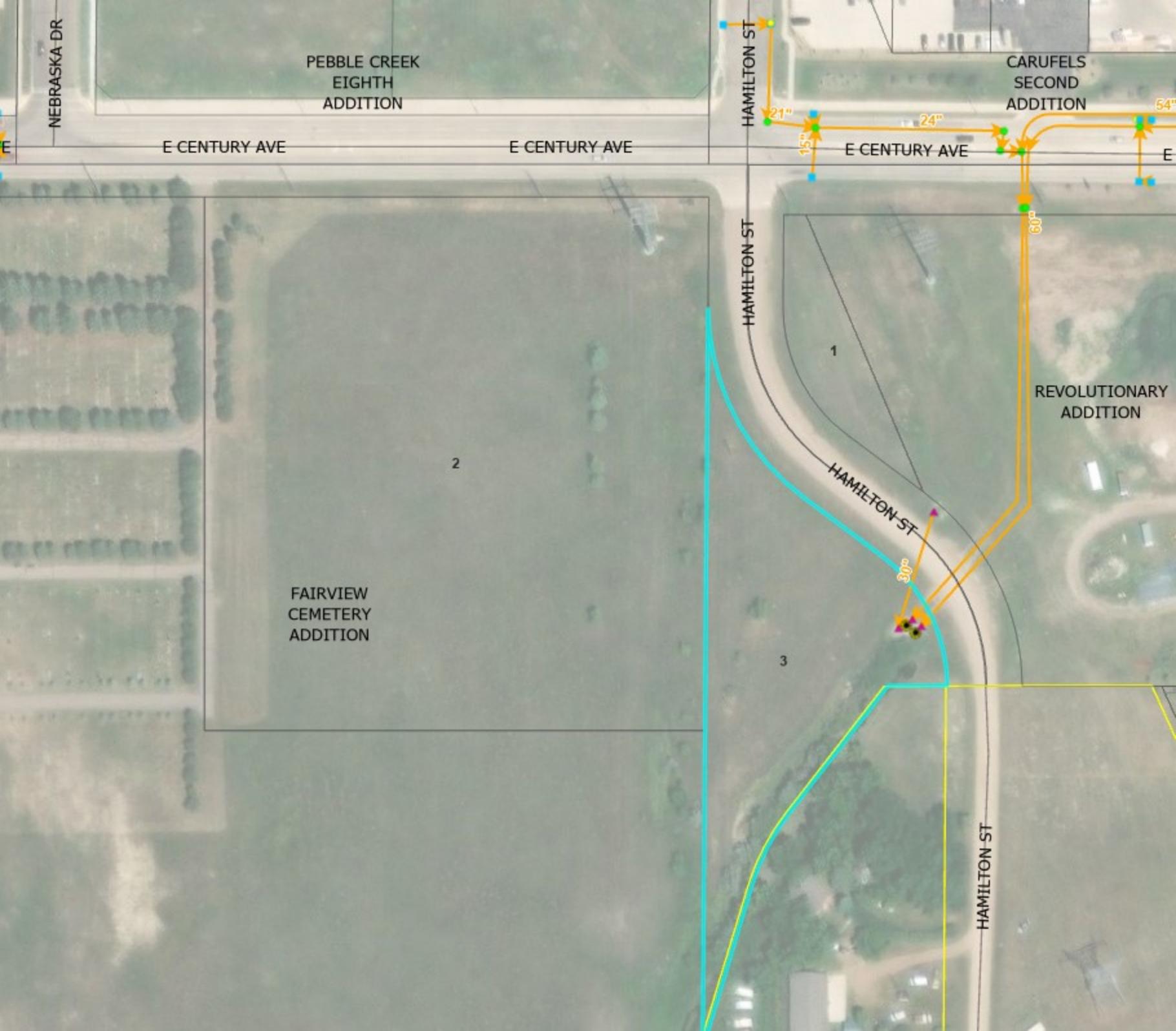
THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TRANSMISSION LINE EASEMENTS, UNLESS REVIEWED AND APPROVED BY WESTERN AREA POWER ADMINISTRATION (IN WRITING).

- OWNER SHALL NOT ERECT ANY STRUCTURES. STRUCTURES, BY WAY OF EXAMPLE, NOT BY LIMITATION, SHALL MEANS BUILDINGS, MOBILE HOMES, STORAGE TANKS, SEPTIC SYSTEMS, SWIMMING POOLS, TENNIS COURTS, OR SIMILAR FACILITIES.
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 WESTERN AREA POWER ADMINISTRATION
 NORTH DAKOTA MAINTENANCE OFFICE
 PO BOX 1173
 BISMARCK, ND 58502-1173
 PLEASE CONTACT THE MAINTENANCE OFFICE WITH ANY QUESTIONS

SWENSON, HAGEN & COMPANY P.C.

909 Basin Avenue
 Bismarck, North Dakota 58504
 sheng@swensonhagen.com
 Phone (701) 223-2600
 Fax (701) 223-2606

SHEET 2 OF 2



NEBRASKA DR

PEBBLE CREEK
EIGHTH
ADDITION

CARUFELS
SECOND
ADDITION

E CENTURY AVE

E CENTURY AVE

E CENTURY AVE

HAMILTON ST

HAMILTON ST

1

2

3

REVOLUTIONARY
ADDITION

FAIRVIEW
CEMETERY
ADDITION

HAMILTON ST

HAMILTON ST

21"

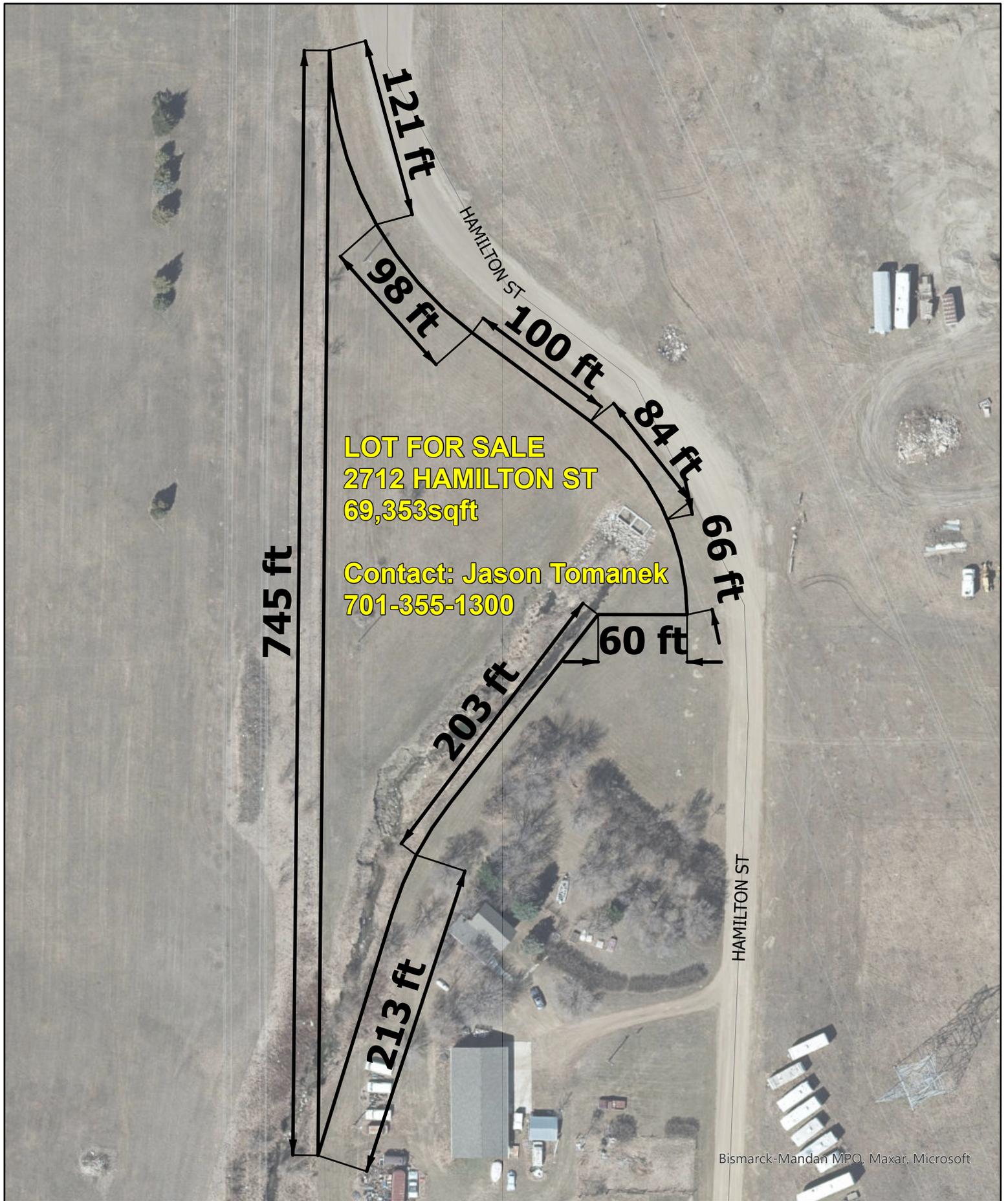
15"

24"

54"

60"

30"



Property For Sale
2712 HAMILTON ST

Contact: Jason Tomanek
701-355-1300



Date Created: 4/25/2023 11:22 AM
 by City of Bismarck GIS Division