



## *Engineering Department*

**DATE:** July 15, 2019  
**FROM:** Gabe Schell, City Engineer  
**ITEM:** Development Agreement-Boulder Ridge 7<sup>th</sup> Addition

### **REQUEST**

Approve Development Agreement with Five Guys Investments, LLC (Developer) for Boulder Ridge Seventh Addition.

Please place this item on the 7/23/2019 City Commission meeting agenda.

### **BACKGROUND INFORMATION**

Boulder Ridge Seventh Addition is a continuation of the Boulder Ridge development in north Bismarck on the east side of Washington Street and south of 57th Avenue. The proposed plat includes a mix of single family, multi-family, commercial and storm water lots.

The Developer desires to transfer the ownership of two lots which are fully encumbered by stormwater easements. In exchange of the City's acceptance of these lots, the Developer agrees to seed the disturbed areas to a native grass mix and erect and maintain erosion control devices to protect the stormwater lots from offsite sediment. Upon transfer to the City, the City will be responsible for maintenance on the properties.

### **RECOMMENDED CITY COMMISSION ACTION**

Approve the Development Agreement with Five Guys Investment, LLC contingent upon approval of the Boulder Ridge Seventh Addition.

### **STAFF CONTACT INFORMATION**

Gabe Schell, PE | City Engineer, 355-1505 or [gschell@bismarcknd.gov](mailto:gschell@bismarcknd.gov)

# DEVELOPMENT AGREEMENT

7/12/19

The City of Bismarck (the "**City**"), and Five Guys Investments, LLP their successors and assigns (the "**Developer**"), make the following Agreement ("**Agreement**") with regard to the transfer of ownership of Lot 2 Block 2 and Lot 13 Block 5 (the "**Properties**") of Boulder Ridge Seventh Addition located in Section 16, Hay Creek Township, Burleigh County, North Dakota (T139N-R80W).

The **Developer** desires to deed ownership of the **Properties** to the **City**. In exchange for the mutual performance of the parties under this Agreement, the parties hereby agree to the following items, terms, conditions and obligations:

The **Developer** will perform grading within and adjacent to the **Properties** in conformance with the conditionally approved post construction stormwater management permit.

Upon completion of the grading of the **Properties**, the **Developer** shall stabilize the site with a native grass mix vegetation and erect and maintain erosion control devices to protect the **Properties** from any adjacent property owned by the **Developer** that has been disturbed and not stabilized with vegetation.

Title to the **Properties** will be transferred to the **City** upon inspection by the **City** that the terms of this agreement have been satisfied.

The **City** will be responsible for maintenance of the **Properties** upon transfer of title in a manner consistent with a natural drainage area.

Violation of the terms of this agreement will result in the restriction of issuance of building permits until such time that the terms have been met.

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.

