



Engineering Department

DATE: June 25, 2024

FROM: Gabe Schell, City Engineer

ITEM: Sidewalk Easement - 2912 Peach Tree Drive

REQUEST:

Dedication and acceptance of sidewalk easement at 2912 Peach Tree Drive.

BACKGROUND INFORMATION:

A sidewalk easement is needed on the northwest quadrant of the intersection of Peach Tree Drive and Kamrose Drive in order to avoid an existing fire hydrant. The 2' wide by 10' long easement will allow the sidewalk to be installed around the hydrant and tie back into the ADA ramp.

RECOMMENDED CITY COMMISSION ACTION:

Approve dedication and acceptance of sidewalk easement at 2912 Peach Tree Drive.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. sidewalk easement 2912 Peach Tree Drive

SIDEWALK EASEMENT

This indenture, made this _____ day of _____, 20___, between **Sattler Homes Inc**, whose post office address is 1835 E Calgary Ave, Bismarck, North Dakota 58501, Grantor, and the **City of Bismarck**, a municipal corporation, whose post office address is P.O. Box 5503, Bismarck, North Dakota 58506-5503, Grantee.

1. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive easement to construct, operate, maintain, and repair a public sidewalk (the "Work") under or upon the real property hereinafter described, together with the right to ingress and egress across Grantor's real property adjacent to the Easement Area to the extent reasonably necessary in order to allow Grantor to complete the Work and to maintain and repair the sidewalk located within the Easement Area. Grantor also grants to the public a non-exclusive easement of ingress and egress upon the Easement Area for purposes compatible with use as a public sidewalk. Nothing in this agreement is meant to relieve Grantor of any statutory obligations it may have to maintain or repair public sidewalks located adjacent to Grantor's property.

2. This Easement is, except for right of access, limited to:

A tract of land being a part of Lot 11 Block 6, Southland Second Addition to the City of Bismarck, Burleigh County, North Dakota, being more particularly described as follows:

Beginning at the Southeast corner of Lot 11 Block 6 Southland Second Addition; Thence North along the East boundary line of said Lot 11 Block 6 a distance of 15.00 feet; Thence West perpendicular to said East boundary line a distance of 2.00 feet; Thence South parallel to said East boundary line a distance of 15.00 feet to the South boundary line of Lot 11 Block 6; Thence along said South boundary line a distance of 2.00 feet to the point of beginning.

Said described tract contains 30.00 SQ. Feet, more or less.

See Exhibit No. 1

3. Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not unreasonably interfere with Grantee's rights hereunder, and (b) locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not unreasonably interfere with Grantee's permitted use of the Easement Area.

4. Grantee shall, after completing the above-described Work, or after the exercise of any rights granted by this easement, restore the lands to as near their original condition as reasonably possible and remove all debris, spoils, and equipment resulting from or used in connection with the Work or access to the lands.

5. Grantor agrees to not erect or permit any new structure or obstruction, change the ground elevation, or perform any act that interferes with Grantee's rights under this easement, except with the written consent of Grantee.

6. The easement granted herein is given without any warranty or representation regarding the easement or the Easement Area whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's Property and/or affecting access thereto.

7. The terms and conditions of this instrument shall run with the land and be binding on Grantor and Grantee and their successors and assigns

8. The term of this easement herein reserved is ninety-nine (99) years, beginning upon execution of this easement.

SIGNATURE PAGE TO SIDEWALK EASEMENT

Dated this 4th day of June, 2024.

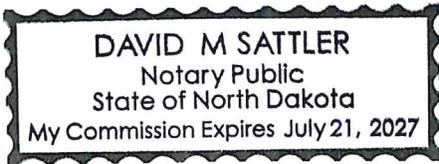
By 
Sattler Homes Inc.

Name: Robb Sattler

Title: owner

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this 4th day of June, 2024, before me personally appeared Robb Sattler, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.




Notary Public

Acceptance of dedicated lands by the **City of Bismarck**:

Michael T Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of _____, 20___, before me personally appeared Michael T Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

Notary Public

SIDEWALK EASEMENT

PART OF LOT 11, BLOCK 6, SOUTHLAND 2ND ADDITION, BISMARCK, NORTH DAKOTA

