



Engineering Department

DATE: July 16, 2021
FROM: Gabe Schell, City Engineer
ITEM: Utility Easement on City Parcel

REQUEST:

Request dedication of a utility easement across City owned parcel.

Please place this item on the July 27, 2021 City Commission meeting agenda.

BACKGROUND INFORMATION:

The City of Bismarck was contacted to determine if an easement could be placed across a City owned parcel in Lots D and E of Lot 22, Block 2, Pinehurst 3rd Replat so that utilities (TV, Communication, Electric, Gas, etc.) could be replaced in the proposed easement. The utility easement that they are requesting is the north 7' in Lots D and E of Lot 22, Block 2, Pinehurst 3rd Replat. The existing 7' easement that is just north of the proposed easement is very congested and would allow the utility companies to install new facilities to upgrade their aging facilities.

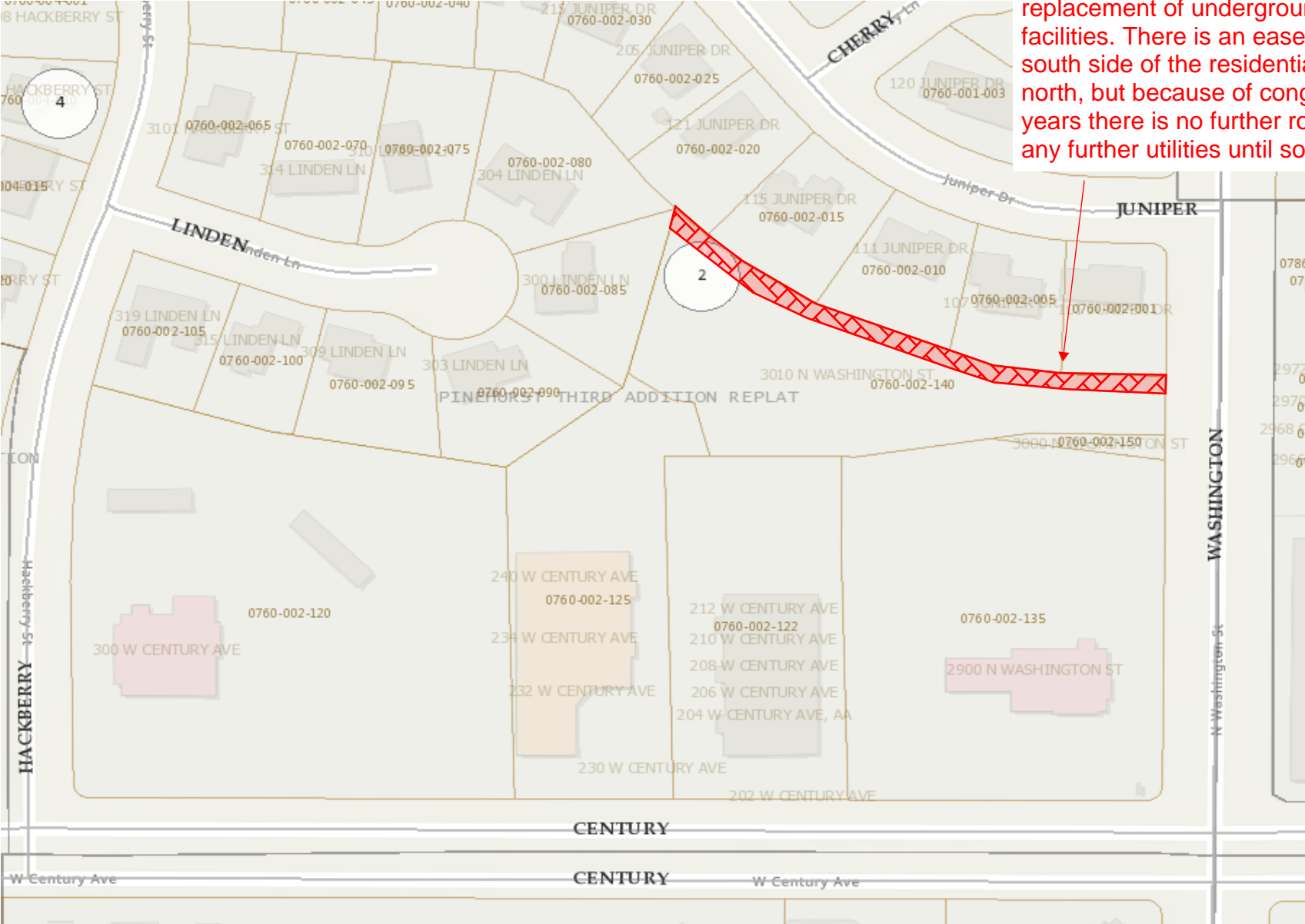
RECOMMENDED CITY COMMISSION ACTION:

Approve dedication and acceptance of Utility Easement on Lots D and E of Lot 22, Block 2, Pinehurst 3rd Replat.

STAFF CONTACT INFORMATION:

Gabe Schell, PE | City Engineer, 355-1505 or gschell@bismarcknd.gov

Proposed utility easement for replacement of underground electric facilities. There is an easement on the south side of the residential lots to the north, but because of congestion over the years there is no further room to install any further utilities until some are retired.



**UNDERGROUND EASEMENT
CABLE TELEVISION, COMMUNICATION, ELECTRIC AND GAS LINES**

THIS EASEMENT, made this _____ day of _____, 2021, between MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, QWEST CORPORATION dba CenturyLink QC. a corporation, and SIOUX FALLS CABLE TELEVISION, D/B/A MIDCONTINENT COMMUNICATIONS, a corporation, hereinafter referred to as 'COMPANIES," and the following named persons, hereinafter, whether singular or plural, referred to as "OWNER," namely: City of Bismarck, whose address is P.O. Box 5503, Bismarck, ND 58506

WITNESSETH, That for valuable consideration received, OWNER does hereby grant unto COMPANIES for 99 years, jointly and severally, its and their respective successors and assigns, an easement to construct thereon, and thereafter reconstruct, increase the capacity of, operate, inspect, protect, maintain, repair, replace and remove such communication, electric and natural gas systems as the COMPANIES may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, surface testing terminals, repeaters, repeater housings, markers, transformers, pedestals, pipelines, and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said communication, electric and natural gas systems, upon, over, under, and across a strip of land 7' feet wide across the following-described real estate, situated in the County of Burleigh, State of North Dakota, to wit:

The North Seven (7') of Lots D and E of Lot Twenty-Two (22) Block Two (2), Pinehurst 3rd Replat, Bismarck, Burleigh County, ND

OWNER, its successors and assigns, hereby grants to COMPANIES , jointly and severally, its and their successors and assigns, the right of ingress and egress at all reasonable times over and across the lands of Owner, to and from said strip of land for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; and to install gates in any fences crossing said strip.

COMPANIES also agrees that if at any time during the period of this easement, OWNER lawfully elects to alter or change the existing grade of the property, the COMPANIES, on written notice, shall remove, relay, and relocate its facilities and related appurtenances at its own expense, if COMPANIES deems such work necessary to protect its facilities or meet the requirements of applicable codes and ordinances. OWNER shall endeavor to provide the COMPANIES with 30 days of written notice of such intent to alter or change the existing grade when feasible.

COMPANIES agree that any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by the construction and maintenance of said communication, electric and/or natural gas systems will be paid for by the responsible Company. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by the responsible Company and one by Owner; these two shall select a third person. The award determined by these three persons shall be final and conclusive.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

Steve Bakken, President
Board of Bismarck City Commissioners

Attest: _____
Keith J. Hunke
City Administrator

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this _____ day of _____, 20 ____, before me personally appeared Steve Bakken, President of the Board of Bismarck City Commissioners and Keith J Hunke, City Administrator, known to me to be the persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same.

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Signature
Notary Public, _____ County,
State of _____
Residing at _____

(SEAL)

My Commission Expires: _____

W.O. 1.0200.1230900 L.R.R NO. _____

FILE NO. _____ TRACT NO. _____