



Engineering Department

DATE: April 19, 2022
FROM: Gabe Schell, City Engineer
ITEM: Utility Easement on City Parcel

REQUEST:

Request dedication of a utility easement across City owned parcels.

Please place this item on the April 26, 2022, City Commission meeting agenda.

BACKGROUND INFORMATION:

The City of Bismarck was contacted to determine if an easement could be placed across City owned parcels in Section 17, T139N, R80W so that utilities (communications and electrical) could be placed in the proposed easement. The requested 10' wide easement is within a parcel purchased for stormwater conveyance and is adjacent to the existing 75' roadway easement of N. Washington Street. The proposed easement is situated in a location that will be platted as a utility easement with a future platting action.

RECOMMENDED CITY COMMISSION ACTION:

Approve dedication of Utility Easement on Lot 1 of Auditor's Lot H and Parcel 7-2 of Doc# 822886, both of the NE1/4 of Section 17, T139N, R80W, Burleigh County, North Dakota.

STAFF CONTACT INFORMATION:

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

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

THIS EASEMENT, the _____ day of _____ 2022, between SIOUX FALLS CABLE TELEVISION, D/B/A MIDCONTINENT COMMUNICATIONS, a corporation, and CAPITAL ELECTRIC COOPERATIVE, INC., a North Dakota cooperative, hereinafter referred to as "GRANTEES," its successors and assigns, and the following named persons, herein, whether singular or plural, called "GRANTOR," namely:

City of Bismarck, whose address is P.O. Box 5503, Bismarck, ND 58506

WITNESSETH, that for valuable consideration received, GRANTOR does hereby grant unto GRANTEE 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 and electric systems as the GRANTEE 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, and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said communication and electric systems, upon, over, under, and across an EASEMENT PROPERTY across the following-described real estate, situated in the County of Burleigh, State of North Dakota, to wit:

10' Utility Easement part of Lot 1 of Auditors Lot H & Parcel 7-2 of Doc# 822886 of the NE1/4 of Section 17, T139N, R80W, Burleigh County, North Dakota, more particularly described as follows:

A strip of land 10 feet wide, the Westerly and Easterly lines of which are parallel. The Easterly line of said strip being described.

Beginning at the Southeast corner of said Lot 1; Thence North 0 degrees 32 minutes 35 seconds East, on the East line of said Lot 1 & with the Westerly Right-of-Way line of Washington Street, a distance of 284.7 feet, to the North line of said Lot 1, trimming the Westerly line to said North line.

Said description containing 0.1 acres, more or less. See attached Exhibit A.

GRANTOR, its successors and assigns, hereby grants to GRANTEE, 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 GRANTOR, to and from said strip of land for the purpose of exercising the rights herein granted, and to install gates in any fences crossing said strip.

GRANTOR acknowledges that all boxes, wires, and other facilities, including any main service entrance equipment installed on the above-described lands at the GRANTEE's expense, shall remain the property of the GRANTEE, removable at the option of and at such time as determined by the GRANTEE.

GRANTOR, its successors and assigns, agrees not to build, create or construct or permit to be built, created or constructed, any obstruction, building, engineering works or other structures upon, over or under the strip of land herein described or that would interfere with the herein stated uses, or GRANTEE' rights hereunder, without providing 30 days' written notice of such intent to alter or change the existing grade. GRANTEE shall be responsible for necessary modifications to its facilities upon such request.

GRANTEE agrees to use directional boring methods for installation on EASEMENT PROPERTY, and that any future repairs that cannot be performed with minimal disturbance to EASEMENT PROPERTY shall be replaced using directional boring methods. GRANTEE agrees to avoid placing surface structures within wetland areas. GRANTEE also agrees that damages that may result to the crops, fences, buildings, and improvements on said premises caused by the construction and maintenance of said communication and/or electric 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 GRANTOR; these two shall select a third person. The award determined by these three persons shall be final and conclusive.

GRANTOR hereby reserves title to and any interest in any and all archeological and paleontological materials, whether located on or below the surface of said land

GRANTOR covenants to be the owner(s) of the EASEMENT PROPERTY, has good right to grant the easement, and shall warrant and defend the EASEMENT and all rights thereunder to GRANTEE, and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2022.

Signed By: _____

Steve Baaken
President, Board of City Commissioners

Attest By: _____

Keith Hunke
City Administrator

STATE OF North Dakota)
) ss.
County of _____)

On this _____ day of _____, 2022 personally appeared _____ known to me to be the person (or persons) who executed the foregoing instrument and acknowledged to me that he (she or they) executed the same as his (her or their) free act and deed.

Notary Public
State of North Dakota

EXHIBIT A

57TH AVE NW

SECTION LINE

AUDITOR'S LOT H

LOT 1
OF AUDITOR'S
LOT H

10'

75'

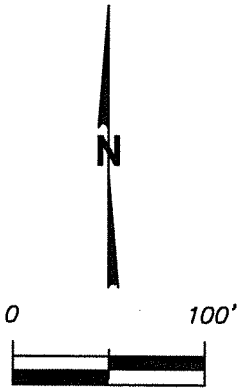
7-2

10' UTILITY
EASEMENT

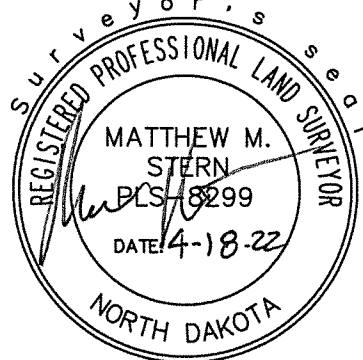
WASHINGTON STREET

SECTION LINE

AUDITOR'S LOT H



SCALE: 1" = 100'
APRIL 18, 2022



SWENSON, HAGEN & COMPANY P.C.

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Civil Engineering
Landscape & Site Design
Construction Management

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