

Engineering Department

June 8, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, PE 
City Engineer

Re: AGENDA ITEM
100 West Main Limited Partnership Encroachment Easement and Waiver
100 West Main Avenue

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 14, 2016, at 5:15 p.m. in the Tom Baker Room.

100 West Main Limited Partnership has requested permission to install, maintain, repair, and replace one (1) fixed entrance sunshade device and six (6) balconies within the public right-of-way adjacent to and along 100 West Main Avenue.

The attached Encroachment Easement and Waiver has been prepared to permit the installation, maintenance, repair, and replacement of said fixed entrance sunshade device and balconies within the right-of-way of 100 West Main Avenue.

We recommend approval of the attached Encroachment Easement and Waiver for the encroachment on the right-of-way.

MJB/ps
Enc.

Gabriel J. Schell, PE, City Engineer

Phone: 701-355-1505 • TDD: 711 • Fax: 701-222-6593 • 221 N. Fifth St. • PO Box 5503 • Bismarck, ND 58506-5503
Email: bisengd@bismarcknd.gov • www.bismarcknd.gov

Encroachment Easement and Waiver

The City of Bismarck in the State of North Dakota hereby grants 100 West Main Limited Partnership (Grantee), and its successors and assigns, the right to install, maintain, repair and replace (i) one fixed entrance sunshade device projecting into the public right-of-way, with 9 feet clearance below, 6 feet in depth, extending 26 feet in length along North First Street and 30 feet in length along West Main Avenue; and (ii) six (6) balconies, located on second through fourth stories, projecting into the public right-of-way along North First Street, each 1'6" in depth and 7'4" in length, together with the right of ingress and egress over and across the right of way at times and locations approved by the City of construct, install, maintain, repair and replace such encroachments (the "Encroachment Easement"), all affixed to the Grantee's building located on Block 56, Original Plat to the City of Bismarck (the "Property"), subject to the following conditions:

1. The Grantee shall comply with the applicable building codes and other reasonable requirements of the City regarding construction of the encroachments.
2. The term of this Encroachment Easement and the rights granted herein shall remain in full force and effect for the life of the proposed building and related improvements to be constructed on the Property (the "Building"); provided, however, that in the event that the Building located on the Property is destroyed by any means whatsoever then this Encroachment Easement and the rights granted hereunder shall remain in full force and effect if such reconstruction is commenced within one (1) year of the date of such destruction and diligently pursued to completion, and if such reconstruction is not commenced within one (1) year of the date of such destruction, the City may terminate this Encroachment Easement.
3. Upon any cancellation by the City pursuant to paragraph 2, Grantee shall, at its own expense, remove the encroachments and restore the public right-of-way to its original condition. The parties may agree to enter into a new agreement for another fixed term if at the end of the initial term the City has no foreseeable need to clear the right-of-way for utility purposes.
4. The Grantee shall not look to the City to pay for any expense or damage to the encroachments by the City. The Grantee agrees to release the City from and waive any and all claims relating to said installation and maintenance including, but not limited to, damages to the encroachments by the City.
5. The Grantee agrees that it is using the public right-of-way at its own risk. The Grantee agrees that it will hold harmless and indemnify the City from any and all claims arising from the placement of the encroachments.
6. In the event the City is required to perform street maintenance or construction on the right-of-way at the location of the encroachments, the Grantee shall cooperate with the City in temporarily protecting the encroachments and accommodating the City's project, at the Grantee's expense.

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

On this ____ day of _____, 2016, before me personally appeared Gabe Schell known to me to be the City Engineer of the City of Bismarck described in and that executed the within instrument, and acknowledged to me that such entity executed the same.

Notary Public
My commission expires:

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

On this ____ day of _____, 2016, before me personally appeared Keith Hunke known to me to be the City Administrator of the City of Bismarck described in and that executed the within instrument, and acknowledged to me that such entity executed the same.

Notary Public
My commission expires:

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

On this ____ day of _____, 2016, before me personally appeared Mike Seminary known to me to be the Mayor of the City of Bismarck described in and that executed the within instrument, and acknowledged to me that such entity executed the same.

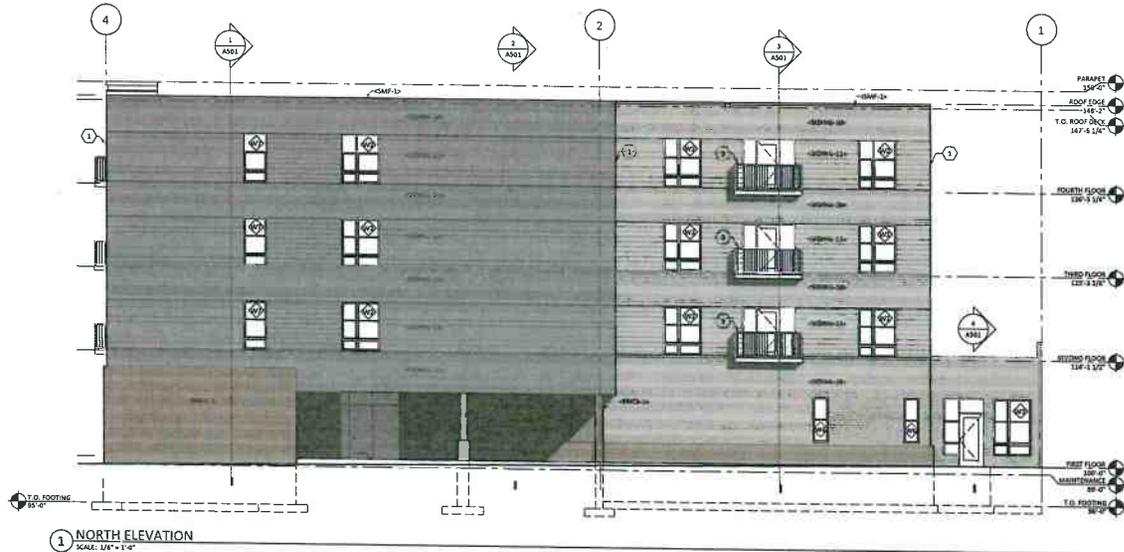
Notary Public
My commission expires:

LEGAL DESCRIPTION:

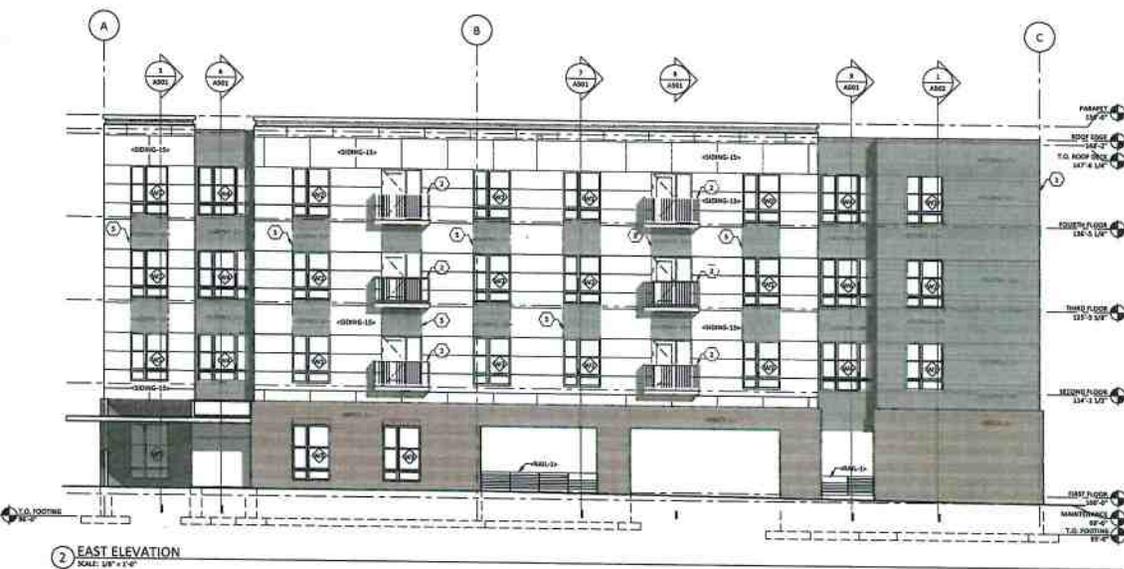
Lots 12, 13, 14, 15, 16, 17 and 18, Block 56, Original Plat to the City of Bismarck, Burleigh County, North Dakota

PREPARED BY:
Robin Wade Forward
Stinson Leonard Street LLP
811 E. Interstate Avenue
Bismarck, ND 58503
701-221-8600





1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

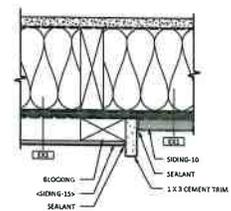


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

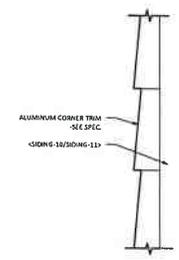
SHEET MATERIAL ID LIST	
MATERIAL ID	SPEC SECTION & DESCRIPTION
BRK-1	04 2000 - FACE BRICK
BRK-2	05 2000 - RAUING
SDNG-10	07 4548 - FIBER CEMENT LAP SIDING 4" EXPOSURE
SDNG-11	07 4548 - FIBER CEMENT LAP SIDING 8" EXPOSURE
SDNG-12	07 4548 - FIBER CEMENT VERTICAL SIDING
BRK-3	07 6200 - PREFINISHED GALVANIZED STEEL FLASHING

JLG
Grand Forks
124 North Third Street
Grand Forks, ND 58203
Phone 701.746.1727
Fax 701.746.1733
www.jlgarch.com
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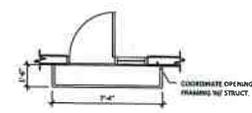
EXTERIOR ELEVATION KEYNOTES	
1	CORNER TRIM - SEE DETAIL 5A/5B
2	BALCONY TYPE 'A'
3	BALCONY TYPE 'B'
4	BALCONY TYPE 'C'
5	1 1/2" X 3" FIBER CEMENT TRIM, ALL SIDES - SEE DETAIL 6A/6B



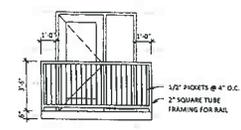
6 SPANDREL DETAIL
SCALE: 3/4" = 1'-0"



5 CORNER DETAIL
SCALE: 3/4" = 1'-0"



4 BALCONY 'A' PLAN
SCALE: 1/4" = 1'-0"



3 BALCONY 'A' FRONT
SCALE: 1/4" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL THE REQUIREMENTS OF THE STATE OF NORTH DAKOTA.
JLG
Jesse J. Gaudin, AIA, LEED AP
REG. NO. 202616
DATE 3/24/16

No.	Description	Date

100 West Main Limited Partnership
100 WEST MAIN
Bismarck, North Dakota

DATE 3/24/16
PROJECT CONSTRUCTION DOCUMENTS
PROJECT JLG 15069
DATE
A301
EXTERIOR ELEVATIONS

