



Engineering Department

DATE: June 11, 2024

FROM: Gabe Schell, City Engineer

ITEM: Accept Sidewalk Easements

REQUEST:

Sidewalk easements at the intersection of 19th Street and Calgary Avenue.

BACKGROUND INFORMATION:

The 2024 street maintenance project, Street Improvement District 577, will construct a mini-roundabout at the intersection of 19th Street and Calgary Avenue. As part of the roundabout, the pedestrian crossing locations for both streets will be shifted. To improve pedestrian safety, better align the pedestrian movements with the revised crossing locations, and reduce the amount of concrete needed at the intersection, a 15-foot by 15-foot sidewalk easement was identified on three corners of the intersection and the underlying owners have agreed to grant said easement.

RECOMMENDED CITY COMMISSION ACTION:

Approve dedication and acceptance of three sidewalk easements at the intersection of 19th Street and Calgary Avenue.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Sidewalk Easements

SIDEWALK EASEMENT

This indenture, made this _____ day of _____, 20___, between **Block 2, Edgewood Village First Addition Homeowner's Association of Bismarck, Inc.**, whose post office address is 2015 Bay Hill Loop, Bismarck, North Dakota 58503, 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 1 Block 2, Edgewood Village First Addition to the City of Bismarck, Burleigh County, North Dakota, being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 Block 2 Edgewood Village First Addition, thence N00°33'37"E along said West boundary line a distance of 15.00 feet; Thence S44°29'50"E a distance of 21.19 feet; thence N89°33'17"W along said South boundary line a distance of 15.00 feet to the point of beginning.

Said described tract contains 112.50 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.

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

_____	Attest: _____
Michael T Schmitz	Jason Tomanek
President, Board of City Commissioners	City Administrator

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

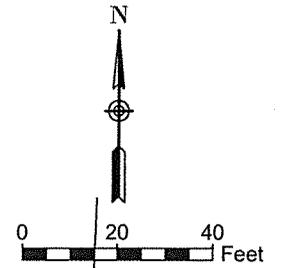
On this _____ day of _____, 20____, before me personally appeared Michael T Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged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

Notary Public

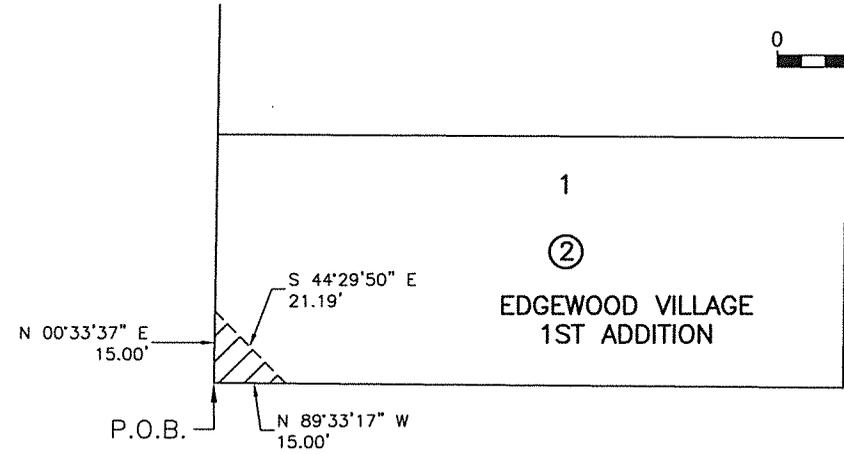
EXHIBIT NO. 1

SIDEWALK EASEMENT EXHIBIT

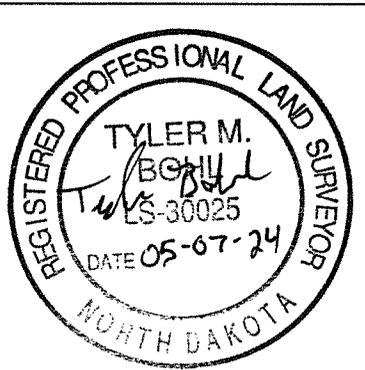
BEING A PART OF LOT 1 BLOCK 2, EDGEWOOD VILLAGE 1ST ADDITION
TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



①
KOCH ADDITION



CALGARY AVE.



1
①
PEBBLE CREEK NINTH ADDITION

19TH STREET

1
②
PEBBLE CREEK NINTH ADDITION



05/07/2024

SIDEWALK EASEMENT

This indenture, made this 25TH day of May, 2024, between **Zigy Condo Association II**, whose post office address is 1909 E Calgary Ave Apt D, Bismarck, North Dakota 58503, Bismarck, North Dakota, 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 1 Block 2, Pebble Creek Ninth Addition to the City of Bismarck, Burleigh County, North Dakota, being more particularly described as follows:

Beginning at the Northwest corner of Lot 1 Block 2 Pebble Creek Ninth Addition, thence S00°48'18"W along said West boundary line a distance of 15.00 feet; Thence N45°36'58"E a distance of 21.28 feet; thence N89°34'20"W along said North boundary line a distance of 15.00 feet to the point of beginning.

Said described tract contains 112.50 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.

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

Michael T Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

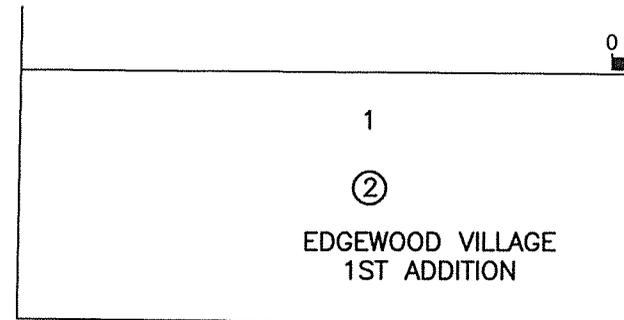
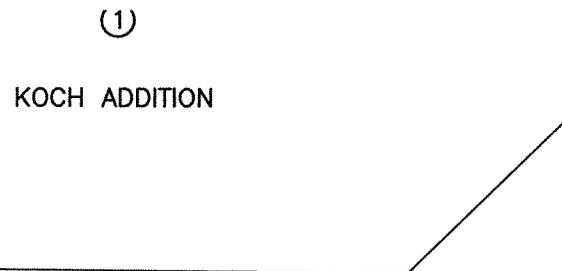
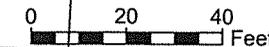
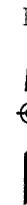
STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

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.

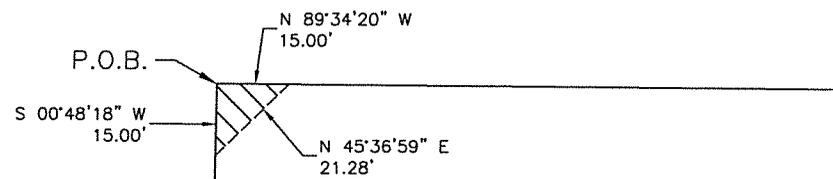
Notary Public

SIDEWALK EASEMENT EXHIBIT

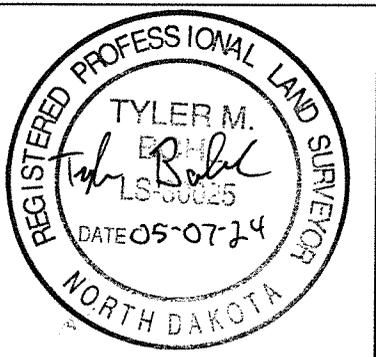
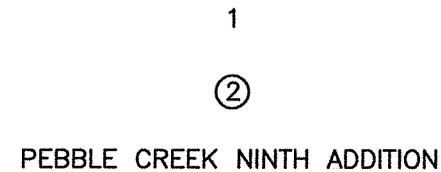
BEING A PART OF LOT 1 BLOCK 2, PEBBLE CREEK NINTH ADDITION
TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



CALGARY AVE.



19TH STREET



05/07/2024

SIDEWALK EASEMENT

This indenture, made this _____ day of _____, 20___, between **East Calgary Condos**, 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 1 Block 1, Pebble Creek Ninth Addition to the City of Bismarck, Burleigh County, North Dakota, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 Block 1 Pebble Creek Ninth Addition, thence N89°37'24"W along said North boundary line a distance of 15.00 feet; Thence S44°13'58"E a distance of 21.07 feet; thence N01°09'27"E along said East boundary line a distance of 15.00 feet to the point of beginning.

Said described tract contains 112.50 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

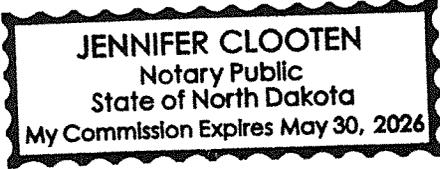
Dated this 20th day of May, 2024

By Donald W. Van Beek
Donald W Van Beek, President
East Calgary Condos

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this 20th day of May, 2024, before me personally appeared Donald W Van Beek, 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.

Jennifer Clooten
Notary Public



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

Michael T Schmitz
President, Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

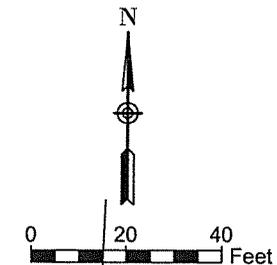
STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

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 EXHIBIT

BEING A PART OF LOT 1 BLOCK 1, PEBBLE CREEK NINTH ADDITION
TO THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



①
KOCH ADDITION

1
②
EDGEWOOD VILLAGE
1ST ADDITION

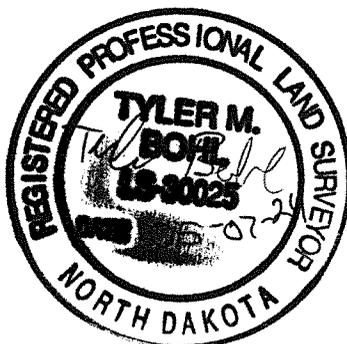
CALGARY AVE.

N 89°37'24" W
15.00'
P.O.B.
S 44°13'58" E
21.07'
N 01°09'27" E
15.00'

19TH STREET

1
①
PEBBLE CREEK NINTH ADDITION

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PEBBLE CREEK NINTH ADDITION



05/07/2024