

Prepared By: South Lincoln Rural Water System, Inc.  
28647 472<sup>ND</sup> Ave.  
Beresford SD 57004  
Ph# 605-777-9905

## **RIGHT- OF WAY- EASEMENT**

KNOW ALL MEN BY THESE PRESENT:

That in consideration of goods and valuables paid to \_\_\_\_\_, hereinafter referred to as GRANTOR, by South Lincoln Rural Water System, Inc., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and move the water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, under, across and through the land of GRANTOR, situated in \_\_\_\_\_ County, State of South Dakota, said land being described as follows:

Together with the right of ingress and egress over the adjacent lands of GRANTOR and the successors and assigns for the purposes of this easement.

The easement shall be forty (40) feet in width, the center line of which shall be described as follows: Twenty (20) feet on either side of the center line of the pipeline as constructed.

GRANTORS agree that they will not grant any other easements for other utilities, communication lines or facilities within the easement area, and further agree not to use the easement premises in a manner which will interfere with the GRANTEE'S full enjoyment of the rights hereby granted and GRANTORS further agree to not erect or construct any buildings, roadways, drill or operate any wells, or construct any reservoir or other structures within twenty feet (20') of said pipeline or diminish or substantially add cover to the ground over the easement.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTORS, their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their successors and assigns.

GRANTEE agrees that it will, following any initial excavation for pipeline, return the premises to its prior condition or as is reasonably possible, at no expense to GRANTORS.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the provisions thereof shall be obligatory upon GRANTOR and the heirs, successors and assigns thereof.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH DAKOTA     )  
  : SS  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_ known to me or satisfactorily  
proven to be the person (s) whose names is/are subscribed to the within instrument and  
acknowledged the he/she /they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_