This Document Was Prepared By:

Phone #:

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One ($1) Dollar and other good and valuable consideration paid

to:
hereinafter referred to as GRANTOR, and TM RURAL WATER DISTRICT, 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, place, and remove water distribution lines, water pipes, connections, valves, and all other devices used in connection with the operation of a water system, over, under, across and through the land of the 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 the GRANTOR, his successors and assigns for the purpose of this easement.

The easement shall be fifty (50) feet in width, the center line of which is described as follows:

Twenty-five (25) feet on either side of the center line *at* the pipeline as constructed and insofar as possible the center line shall be twenty-five (25) feet inside the property line and not less than fifty-five (55) feet from the centerline of the public right-of-way adjoining the property of the GRANTOR.

GRANTOR acknowledges that in the event the GRANTOR or GRANTOR's successors in interest shall find it necessary to cross the easement granted herein for the purpose of installing drain tile, the drain tile shall be encased in twenty (20) feet of non-perforated PVC pipe supplied by the GRANTEE at the point the drain tile shall cross the GRANTEE's water lines. Drainage Tile running parallel to existing water lines shall be placed a minimum of 15 feet from existing water lines.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors, by reason *at* 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 GRANTOR, his successors and assigns.

The GRANTEE agrees that following an excavation for pipeline it will return any fences disturbed to a condition as least as good as the former condition of the fence before being disturbed, that any sailor material disturbed by the excavation will be leveled as close as reasonable possible to its former contour of the ground.

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 GRANTOR has executed this instrument this _____day of _____, 20___.

_____

_____

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF_____)

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

IN WITNESS WHEREOF I have hereunto set my hand and official seal.
(SEAL)

_____
Notary Public, South Dakota

My Commission expires: _____.