

Prepared by:  
West River/Lyman-Jones RWS Inc.  
PO Box 144  
Philip, SD 57567  
605-859-2829

### RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ called "Grantor" (whether one or more), and West River/Lyman-Jones Rural Water Systems, Inc. hereinafter called "Grantee";

#### WITNESSETH:

The Grantor, in consideration of One Dollars and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto the Grantee, its successors and assigns, subject to the limitations hereinafter described, the exclusive and perpetual right, privilege, and easement in the following described property:

County	Description	Sec.	Twp.	Rge.
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This Easement is given to allow Grantee to: (1) Enter upon the described property; (2) To erect, construct, reconstruct, replace, operate, maintain, use and repair in, upon, under, over and through said land(s), and/or in, upon over or along all waterways, streets, roads or highways thereunto abutting, in a proper manner, a potable water transmission or distribution pipeline, together with all necessary and appurtenant incidental structures, appliances, and controls together with a right-a-way, on, along and in all of a strip of land being 50 feet wide extending 25 feet on each side of the pipeline as constructed; (3) To enter upon said land(s) at any time for the purpose of inspecting said pipeline lines and facilities and making necessary repairs and alternations thereof; (4) To make such changes, alterations and substitutions in said pipelines, facilities or structures from time to time as the Grantee deems advisable or expedient.

The Grantor agrees that all pipelines, facilities, structures, and related apparatus and appliances installed on the above-described land(s) by the Grantee or its representatives shall be and remain the property of the Grantee, removable or replaceable at its option; and that the Grantor will not construct any structure (other than ordinary fencing) within the right of way except upon the prior agreement thereto by the Grantee in writing. To the degree reasonably possible, all structures will be constructed below the surface with a minimum surface exposure.

The Grantee agrees that in locating and installing its pipeline and facilities it will endeavor to route the line along side of roadways, streets, ditches, fences, hedgerows, etc., so as to cause the least interference to the Grantor and his use of said land(s); and that if, in the construction of said pipeline, facilities or structures, any injury is necessarily done to, structures, fences, bridges or roads, it will repair or replace the same and/or will pay the Grantor for such injury.

The Grantor covenants that he truly owns the above-described land(s) and that the same (is) (are) free and clear of all other easements, right of way agreements, encumbrances or liens, except as follows:

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

The Grantee may license, permit, lease, or assign, or otherwise authorize the utilization of this Easement, either in whole or in part, by any other utility or entity, including the United States of America, so long as there is no substantial increase in the burden of the Easement hereby granted. No assignment shall give the Assignee greater rights in the subject property than are hereby granted to the grantee.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Grantee, its successors and assigns, forever.

IN WITNESS THEREOF, the said Grantor does hereunto set his hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

STATE OF SOUTH DAKOTA :  
: SS  
COUNTY OF :

The undersigned, a Notary Public for the above State and County, does hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notary Seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA :  
: SS  
COUNTY OF :

The undersigned, a Notary Public for the above State and County, does hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notary Seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_