

PREPARED BY:

Name:

Address:

Telephone #:

**FALL RIVER COUNTY
PIPELINE EASEMENT**

This Pipeline Easement is made and entered into this _____ day of _____, 20____, by and between Fall River County, a political subdivision of the State of South Dakota, Grantor, hereinafter referred to as "County" acting by and through its Board of County Commissioners and _____ and _____, Landowner(s), hereinafter referred to as "Grantee(s)", whose Post Office address is (are): _____ and _____.

I.

County, as Grantor, hereby grants and conveys to the above Landowner(s), as Grantee(s), a permanent, continuing, (15) fifteen foot wide easement for a pipeline, including replacement, maintenance, and repair of the pipeline and its associated values, meter pits and other components as need be, upon the terms and conditions set forth hereinafter, over, upon, under and across Fall River County Highway # _____.

Easement to be in that area adjacent to the _____ Quarter of Section _____ in Township _____, Range _____, and the _____ Quarter of Section _____ in Township _____, Range _____, of the Black Hills Meridian, Fall River County, South Dakota.

And

The pipeline to run from the _____ Quarter of Section _____ in Township _____, Range _____, to the _____ Quarter of Section _____ in Township _____, Range _____, of the Black Hills Meridian, Fall River County, South Dakota.

General location to be marked on attached Fall River County Map. (line through road affected in the general location).

II.

That the terms and conditions upon which the above identified easement is granted and which is subject to and based upon, and upon which it is given, are as follows:

- a. That the Grantee(s) shall for the purpose of inspection, notify Fall River County Water Users District at (605)745-7648 or Fall River County Highway Dept. at (605)745-3137 in

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advance, before pipe is placed or covered.

b. That the Grantee(s) shall be solely responsible for the cost of installation, maintenance, repair and replacement of said pipeline without contribution on the part of the County.

c. That Grantee(s) shall use the pipeline solely for the benefit of the real property identified in the above Paragraph "I". And such other real property belonging to Grantee(s) that is contiguous thereto.

d. That Grantee(s) shall not be entitled to use this easement for any other purpose not provided for herein.

e. That Grantee(s) shall be solely responsible for securing and maintaining any and all permits, licenses or other agreements with the State of South Dakota or any other governmental agency with respect to the construction, maintenance, repair and replacement of said pipeline.

f. That Grantee(s) shall indemnify and hold the County harmless from any and all claims, causes of action or damages which may be alleged or have occurred or been caused result of the Grantee(s)'s use of this easement, the pipeline or the negligence of the Grantee(s), their agents or employees with respect thereto.

g. That Grantee(s) shall maintain, repair, and replace, construct, install and place the pipeline in such a manner so as not to interfere with the use of the real property by the County or its successors and assigns.

h. That Grantee(s) agrees that with any disturbance of the ground during repair, placement, replacement or otherwise that thereafter Grantee(s) shall restore the ground to its natural terrain and in the same condition as the existing roadway at the completion of any such activity.

i. That Grantee(s) agrees to bury the pipeline in the earth at least seven (7) feet deep and shall erect a sign at the location of the roadway marking the location of the pipeline with a steel post and steel sign identifying the existence of the pipeline and that installing the pipeline the parties understand and agree that the easement is for one and a quarter (1 ¼) inch pipeline which shall be sheltered in a two (2) inch casement. Grantee(s) also agree(s) that if the pipeline is to cross a County road that is paved that the above conditions apply except that the Grantee(s) agree(s) to bore under said road to install said pipeline.

j. That Grantee(s) shall have the right of ingress and egress upon County's real estate herein contemplated for purposes of constructing, repairing, maintaining and replacing said pipeline in order to keep it serviceable and in a useable condition. That said

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construction, repair, maintenance and replacement shall be done at Grantee(s)'s cost.

III.

That the consideration for this easement is One Dollar (\$1.00) and other good and valuable Consideration.

IV.

The parties further agree that this easement and all its terms and conditions shall inure to and be for the benefit of the parties to this agreement, as well as for their respective heirs, successors in interest and assigns.

Fall River County, Grantor

By: _____
Chairman
Fall River County Commissioners

ATTEST:

Fall River County Auditor

STATE OF SOUTH DAKOTA)
SS)
COUNTY OF FALL RIVER)

On this _____ day of _____, _____, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be Chairman of the Fall River County Board of Commissioners, and acknowledged to me that he/she executed the same on behalf of Fall River County, a Political Subdivision of the State of South Dakota in his/her capacity as Chairman of the Fall River County Commission, for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

(SEAL)

Notary Public – South Dakota

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Owner as Grantee

By: _____ and _____

STATE OF _____)

SS)

COUNTY OF _____)

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose therein contained.

IN THE WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My commission Expires:

(SEAL)