

Prepared by:
Sully County
PO Box 265
Onida, SD 57564
(605) 258-2541

UTILITY LINE EASEMENT

SULLY COUNTY, having its office and principal of business at the Sully County Courthouse, PO Box 265, Onida, SD 57564, hereinafter referred to as "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration and the agreements contained in this instrument, does hereby grant to _____, of _____, his/her heirs, successors and assigns, hereinafter referred to as "Grantee", the right, except as limited by this instrument, to use for purpose of (check one): _____ water line; _____ sewer line; _____ other (describe) _____; but not for any other purposes.

A _____ foot long line located between the following legal descriptions:

and

- (1) Grantee shall be responsible for all costs associated with the construction and maintenance to the utility line to be placed on the foregoing easement, which shall be done in good and workmanlike manner. Sully County should not be liable for any of the expense of section structure or maintenance.
- (2) The construction and maintenance of the utility line by Grantee shall not interfere with the public's right to use the right-of-way for highway purposes and shall be accomplished in a manner so as to cause the least amount of inconvenience to the public as possible.
- (3) If this area subsequently developed by the County that Grantee shall agree to move the utility line as its own expense.

- (4) Grantee shall indemnify and hold the Grantor harmless from any and all loss and damage that Grantee or Grantee's employees, agents or subcontractors shall cause.
- (5) The Grantee will notify the County Superintendent of Highways in writing at least ten (10) days prior to entering the right-of-way for construction purposes or for the purpose of making necessary repairs. The County reserves the right to judge the necessity of repairs and to require Grantee to make such repairs upon ten (10) days or the County may do so and collect the entire cost thereof from Grantee. The County reserves the right to make emergency repairs without notice and collect the cost therefrom.
- (6) Grantee shall inspect the pipeline at reasonable intervals and immediately repair any leaks found therein or when requested by the County Highway Superintendent.
- (7) A map of the Utility Line placement is attached and incorporated by reference.

In testimony whereof the Grantor has caused this instrument to be executed by its Highway Superintendent and attested by its County Auditor on this _____ day of _____, 20_____.

By: _____
Sully County Highway Superintendent

By: _____
Signature of Grantee

Print Name: _____

Print Name: _____

ATTEST:

By: _____
Susan Lamb, Auditor
Sully County

ACKNOWLEDGEMENT

Grantee referred to in the foregoing instrument, does hereby accept the terms and conditions thereof this _____ day of _____, 20____.

By: _____
Notary Public, South Dakota

Subscribed and sworn to me before this _____ day of _____, 20____.

My Commission Expires: _____

(SEAL)