

OFFICE OF REGISTER OF DEEDS  
 STATE OF SOUTH DAKOTA  
 County of Jerault  
 Filed for record this 12th day of  
April A.D. 2001 at  
11:00AM Recorded in Book 18  
 page 118 of Miscellaneous  
Lila Teeslink  
 Register of Deeds  
 By \_\_\_\_\_ Deputy  
 Fee \$10.00

PREPARED BY:  
**MID-DAKOTA RURAL WATER SYSTEM, INC.**  
 608 WEST 14TH STREET • P.O. BOX 318, MILLER, SD 57362-0318  
 Phone: (605) 853-3159  
**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS-  
 In consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Mid-Dakota Rural Water System, Inc., hereafter referred to as  
 GRANTEE, to  
Robert E. Bult

08-033

hereinafter referred to as GRANTOR, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTOR, for GRANTOR's heirs, successors and assigns does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE and its successors and assigns a perpetual easement over, across, and through the land of the GRANTOR, situated in Jerault County, South Dakota, with the right to erect, construct, install and lay, and thereafter perpetually use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system, said land being described as follows:

N½NW¼ of Sec. 16 in T107N R65W

W½NW¼ of Sec. 5 in T106N R65W

together with right of ingress and egress over adjacent land of the GRANTOR, his heirs, successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on each side of the center line of the pipeline as constructed and insofar as possible, the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTOR.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his heirs, successors, and assigns by reason of the installation, operation, and maintenance of the structures or improvements referred to herein including, but not limited to loss of income. 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 heirs, successors and assigns.

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

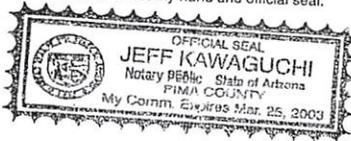
IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 4th day of April, 2001.

\_\_\_\_\_  
 Robert E. Bult  
Robert E. Bult

STATE OF SOUTH DAKOTA ~~ARIZONA~~  
 )ss  
 COUNTY OF Maricopa )

On this the 4th day of April, 2001, before me, the undersigned officer, personally appeared the above signed \_\_\_\_\_, known to me or satisfactorily proven to be the person \_\_\_\_\_ whose name ~~(X) (X) (X)~~ is Robert E. Bult

subscribed to the within instrument and acknowledge that X he \_\_\_\_\_ executed the same for the purpose therein contained.  
 In witness whereof I hereunto set my hand and official seal.



\_\_\_\_\_  
 Notary Public  
JEFF KAWAGUCHI  
 (Print Notary's Name)  
 My commission expires: MARCH 25 2003