

WEB WATER DEVELOPMENT ASSOCIATION, INC.

P.O. BOX 1911 ABERDEEN, S.D. 57401

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS—

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Edna Doris Harris

hereinafter referred to as GRANTOR, by the WEB Water Development Association, Inc., 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, replace, and remove water pipes, connections, valves and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Edmunds County,

State of South Dakota, said land being described as follows:

NW 1/4 of Section 31, Township 121, Range 72

N 1/2 SW 1/4 of Section 31, Township 121, Range 72

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his 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 GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of 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 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 GRANTORS have executed this instrument this 2nd day of April 19 85

x Edna Doris Harris (SEAL) Edna Doris Harris (SEAL)

STATE OF SOUTH DAKOTA COUNTY OF Minnehaha

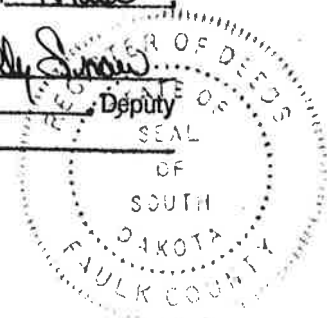
On this the 3rd day of April 19 85 before me Edna Doris Harris, the undersigned officer, personally appeared Donald L. Blankenship

known to me or satisfactorily proven to be the person, whose name Edna Doris Harris subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal. My Commission expires 11/8/87

Donald L. Blankenship Notary Public, South Dakota

Prepared by:
FEM Electric Association, Inc.
PO Box 468
Ipswich, SD 57451
(605) 426-6891

C2817
STATE OF SOUTH DAKOTA } SS
COUNTY OF FAULK }
Filed for record this 27th day of December
A.D. 2010, at 9:00 o'clock A.M. and
recorded in book JJ of Miss
Page 421-402
Register of Deeds Sally Simon
by _____ Deputy
Fee \$ 12.⁰⁰


ELECTRIC LINE --- RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (We) the undersigned Edna D. Harris, Trustee of the Edna D. Harris Declaration of Trust, dated August 26, 1999, being owner of the real estate hereinafter described, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give and grant unto FEM Electric Association, Inc., an electric cooperative of Ipswich, South Dakota, hereinafter called the "Cooperative", its successors, assigns, and associated and allied cooperatives, an easement and the right to enter upon the land of the undersigned situated in the County of Faulk, State of South Dakota, described as follows:

The Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of Section Nine (9),
all in Township One Hundred Twenty (120) North, Range Seventy-two (72), Faulk County, South Dakota;

to construct, operate, maintain, repair, improve and remove an electric transmission and/or distribution line or system, including poles, wires, fixtures, underground electric conduit and transmission, and cable lines upon or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitations, the right to increase or decrease the number of conduits, wires, poles, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of growth or other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system, or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to install gates and stiles in any and all fences crossing said strip of land; and the right of ingress and egress over and upon the lands described hereinbefore for the purposes of exercising all the rights herein granted to said Cooperative.

Cooperative agrees to bury all underground electric lines, cables, and other underground electric facilities necessary thereto, a minimum of three feet below the surface of the ground when at all possible.

The undersigned hereby agrees that property installed in, under and upon the said land, such as poles, wires, etc., including but not limited to any main service entrance equipment, shall remain the sole property of the Cooperative or its designee, and shall only be removable at the election of the Cooperative at any time during the term of this easement or at the expiration thereof, for which the term of this easement shall remain in full force and effect for so long as the Cooperative uses said land hereinbefore described for the purposes mentioned herein.

The Owner hereby reserves for themselves, their heirs, executors, administrators, successors, and assigns the right to enter upon and use the surface of said land hereinbefore described for the purpose of cultivation, farming, grazing livestock, and other lawful purposes, without in any manner interfering with the rights herein granted to the Cooperative, and hereby covenants and agrees that Owner will not construct any buildings nor structures upon said strip of land or within ten feet from either side thereof wherein cooperative is exercising its rights hereto, and will at all times so use and operate the surface on said strip of land so as to maintain not less than three feet of ground above and

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upon any and all underground facilities of the Cooperative should the same be so placed on or upon said property.

Cooperative agrees to pay all damages caused to the Owner's land arising out of the Cooperative's exercise of the rights herein granted, including crops, livestock, fences, and improvements. If the amount of any damage is not mutually agreed upon, it shall be ascertained by three disinterested persons, to be appointed, one by the Owner, one by the Cooperative, and a third by the two persons so appointed, and the award of damage by such three persons shall be final and conclusive, subject to the rights of the Owner and Cooperative to resort to the Courts for adjudication of such damages.

IN WITNESS WHEREOF, the undersigned have set their signature hereto, this 8th day of June, 2010.

Edna D. Harris Declaration of Trust, dated August 26, 1999

By Edna D. Harris
Edna D. Harris, Trustee

STATE OF Oregon :

COUNTY OF Multnomah :

On this 8th day of June, 2010, before the undersigned officer, personally appeared Edna D. Harris, who acknowledged herself to the Trustee of the Edna D. Harris Declaration of Trust, dated August 26, 1999, and that she, as said trustee being authorized so to do, executed the forgoing instrument for the purposes therein contained.

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

(Notary Seal)

Abigail Hofman
Notary Public, _____

My Commission Expires: Jan 25, 2014

