

**RIGHT-OF-WAY EASEMENT AGREEMENT**

RIGHT-OF-WAY EASEMENT AGREEMENT (“this Agreement”), effective as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, with mailing address \_\_\_\_\_, as grantor (“Grantor”), and Northwest Rural Water District, a political subdivision, whose address is 5091 142nd Ave NW, P.O. Box 1285, Williston, North Dakota 58802-1285, as grantee (“the District”).

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does grant and convey unto the District, its successors and assigns, a permanent right-of-way easement with the right, privilege, and authority of the District to lay, construct, maintain, inspect, test, protect, operate, increase or decrease the capacity of, repair, replace and remove its water mains or pipelines and other appurtenances and fixtures related thereto, including the right to excavate and refill ditches and trenches for the location of such water mains or pipelines and other appurtenances and fixtures related thereto, (“the Easement”) through, over, under and across the following described real property situated in Williams County, State of North Dakota, described as follows, to-wit:

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(“the Property”).

Grantor grants to the District the right of ingress to and egress from the Easement across the Property by means of routes and lanes thereon, if existing, or by such route that provides the least practical damage and inconvenience to Grantor.

Upon completion, the permanent Easement shall be no more than thirty (30) feet in width with the centerline of the Easement being the water distribution line as installed in the Property.

Grantor grants and conveys to District the right to utilize an additional forty-five (45) feet in width of the Property for a total width of seventy-five (75) feet during initial construction, repair, maintenance, removal, and additional work or construction deemed necessary by the District, as determined within the sole discretion of the District.

The District may trim, cut, fell and remove from the Property all trees, underbrush, obstructions, and other vegetation, structure, or obstacles that interfere with the location, construction, operation, inspection, maintenance and repair of the water mains or pipelines and other appurtenances and fixtures related thereto.

After completing the original installation of the water mains or pipelines and other appurtenances and fixtures related thereto, the District shall restore the Property to its original condition to the extent that is reasonable and physically possible.

After completing the original installation of the water mains or pipelines and other appurtenances and fixtures related thereto, including final testing, the District shall reimburse Grantor for any crop damage to the Property resulting from repair, maintenance and replacement necessitated by the operation of the water mains or pipelines and other appurtenances and fixtures related thereto.

The District shall maintain the Easement in good repair so that no unreasonable damage will result from its use to the Property of Grantor, his/her successors and assigns.

Grantor, his/her successors and assigns, reserves all rights to possess, use and enjoy the Property to the fullest possible extent while allowing the exercise by the District of the rights granted in this Agreement as fully as if this conveyance had not been executed, except Grantor shall not erect or construct any building or other structure, plant trees, dig any excavations or diminish or substantially add to the ground cover over said Easement, unless otherwise expressly authorized in writing by the District.

The grant of the Easement by Grantor and other provisions of this Agreement shall constitute a covenant running with the land for the benefit of the District, its successors and assigns, for the longest term available by law.

The District covenants that the District has the power and capacity to hold the Easement under this Agreement. The District takes subject to Grantor's right, title and capacity to grant the Easement under this Agreement.

In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorneys' fees and costs.

This Agreement shall be binding on the heirs, legal representative, successors and assigns of Grantor and the District.

IN WITNESS WHEREOF, Grantor has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective as of the date written above.

**GRANTOR**

\_\_\_\_\_  
Name of Entity (if Grantor is an entity)

\_\_\_\_\_  
Signature of Person Signing

\_\_\_\_\_  
Printed Name of Person Signing

\_\_\_\_\_  
Title of Person Signing (if Grantor is an entity)

**Grantor is an Individual:**

STATE OF \_\_\_\_\_ )  
SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me personally appeared \_\_\_\_\_ (name of individual), known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

