

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – Q
DATE: April 2-3, 2025

SUBJECT

West River/Lyman-Jones Rural Water Systems, Inc. Easement Resolution (SDSU)

CONTROLLING STATUTE, RULE, OR POLICY

SDCL § [5-2-10](#) and [5-2-11](#)

BACKGROUND / DISCUSSION

West River/Lyman-Jones Rural Water Systems, Inc. is seeking a right-of-way easement for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of a potable water transmission or distribution pipeline. This easement and right-of-way will be constructed across real property owned by SDBOR/SDSU in order to provide water services to the SDSU Cottonwood Field Station. The land in question is located in Jackson County. The easement does not interfere with SDSU’s use of the land.

IMPACT AND RECOMMENDATION

South Dakota State University (SDSU) requests that the Board of Regents adopt the Resolution set forth in Attachment I requesting the grant of an easement to West River/Lyman-Jones Rural Water Systems, Inc. to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate a potable water transmission or distribution pipeline. The foregoing will allow West River/Lyman-Jones Rural Water Systems, Inc. to move forward with providing water services to SDSU at its Cottonwood Field Station.

ATTACHMENTS

- Attachment I – Resolution Requesting the Grant of an Easement to West River/Lyman-Jones Rural Water Systems, Inc.
- Attachment I, Exhibit I – Draft Easement to West River/Lyman-Jones Rural Water Systems, Inc.

DRAFT MOTION 20250402_5-Q:

I move to approve and adopt the Resolution set forth in Attachment I, requesting the Commissioner of School and Public Lands to proceed with the easement as stated therein.

RESOLUTION

Resolution requesting the grant of an easement through, under, in, on and across portions of land occupied by South Dakota State University for the use and benefit of West River/Lyman-Jones Rural Water Systems, Inc.

The South Dakota Board of Regents (hereinafter referred to as “Grantor”), on behalf of South Dakota State University, in consideration of one dollar (\$1) and other good and valuable consideration, and pursuant to the authority vested in Grantor under SDCL § 5-2-11, hereby requests the Commissioner of School and Public Lands to draw up all necessary documents and to forward them to the Governor to request their execution in order to grant to West River/Lyman-Jones Rural Water Systems, Inc. of Philip, South Dakota, an easement to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate a potable water transmission or distribution pipeline, and all necessary and appurtenant of structures, fixtures and controls for the operation and maintenance of water services through, under, in, on and across the following legally described real estate within Jackson County:

The Northwest (NW) Quarter (1/4) of Section 16, Township 1 South, Range 19 EBHM, Jackson County, South Dakota, as further shown in Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein.

Grantor requests that any grant of easement be consistent with, or responsive to, the issues identified in the draft grant of easement prepared by West River/Lyman-Jones Rural Water Systems, Inc. and attached hereto as Exhibit I, without restricting the ability of the parties to further revise and finalize the details of the final document(s) before executing and filing the same.

Grantor requests that any grant of easement provides that Grantor shall not be liable for any personal injury, property damage, or other liability to Grantee, its agents, employees, invitees, or to any other party caused by or related to Grantee’s use of the premises, irrespective of how such injury or damage may be caused, whether by action of the elements or acts of negligence of Grantee or any other party, and that Grantee further agree to reimburse Grantor for any judgment against it arising from Grantee’s use of the property.

Dated this ____ day of April, 2025

SOUTH DAKOTA BOARD OF REGENTS

By _____

President, SDBOR

Certification:

I have compared the foregoing with an action taken by the Board of Regents at a regular meeting of the Board in Sioux Falls, South Dakota, on the ____ day of April, 2025, and I hereby certify that the same is a true, correct, and complete copy thereof and that the same has not been rescinded.

Dated this _____ day of April, 2025.

SOUTH DAKOTA BOARD OF REGENTS

By _____

Secretary, SDBOR

**This document prepared by:
Office of School and Public Lands
(605)773-3303
500 East Capitol Avenue
Pierre, South Dakota 57501-5070**

**STATE OF SOUTH DAKOTA
PERMANENT EASEMENT**

THIS EASEMENT is made and entered by and between the State of South Dakota acting through its Governor and Commissioner of School and Public Lands on behalf of the South Dakota Board of Regents, 500 East Capitol, Pierre, South Dakota, 57501 [the "State"] and between West River/Lyman-Jones Rual Water Systems, Inc., P.O. Box 144, Philip, South Dakota, 57567 ["West River/Lyman-Jones"].

WHEREAS, West River/Lyman-Jones is desirous of acquiring a permanent easement for the purpose of constructing and maintaining a potable water transmission or distribution pipeline and related facilities above and below the surface of the proposed easement area upon land belonging to the State, and the State is desirous of cooperating with West River/Lyman-Jones for said easement.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. For and in consideration of the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged and other valuable consideration set forth in this Easement, the State hereby grants and conveys to West River/Lyman-Jones a permanent easement for the following described purposes: the right to erect, construct, reconstruct, replace, repair, use, maintain, and operate a potable water transmission or distribution pipeline, together with all necessary and appurtenant incidental structures and appliances necessary for the operation and maintenance of such water pipeline through, under, in, on and across the following legally described real estate within the County of Jackson, State of South Dakota, more commonly known as the SDSU Cottonwood Field Station (the "Easement Area"):

NW ¼, Section 16-1S-19E, Jackson County, South Dakota,

Exhibit I

as more fully described in "Exhibit A", a copy of which is attached hereto and incorporated by this reference.

2. West River/Lyman-Jones agrees that any construction will not interfere unnecessarily with the State's use of its adjoining property and will not endanger or injure any improvements thereon. The State reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. The State and/or West River/Lyman-Jones may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

3. West River/Lyman-Jones further agrees, at no cost to the State, to be responsible for the operation, repair, maintenance, replacement, or removal of the water pipeline and other utilities or structures installed by West River/Lyman-Jones and associated with the operation and maintenance of said pipeline.

4. The right of way, utilities, or other infrastructure shall be constructed in a good and workmanlike manner and all disturbed areas shall be restored to a finished grade.

5. This Easement is granted subject to all existing rights of way and easements over and upon the property, including the reservation by the State to continue to use any existing utilities, access, or State infrastructure. Existing utilities, access, or infrastructure may be relocated with State's permission at West River/Lyman-Jones' expense.

6. West River/Lyman-Jones further understands and agrees, that to the extent provided by South Dakota law it shall be liable for all damages caused by the construction, operation, maintenance, enlargement, upgrade, repair, alteration, removal or replacement of the water pipeline and other utilities or structures installed by West River/Lyman-Jones and associated with the operation and maintenance of said pipeline and West River/Lyman-Jones agrees to indemnify, defend, and hold the State harmless for the same. Nothing in this agreement shall be read to waive Grantor's sovereign immunity.

7. West River/Lyman-Jones further understands and agrees that the State has and retains the right to lease, sell or otherwise convey the Easement Area, or any part thereof, provided, however, that this Easement shall remain in full force and effect until the expiration of the term hereof notwithstanding such lease, sale or conveyance. In addition, the above-described easement is subject to a reservation of further easements and rights-of way for irrigation ditches and canals, as provided by South Dakota Codified Laws 5-4-2, so long

as they do not infringe upon the rights granted hereunder. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided South Dakota Constitution Art. VIII, §19, South Dakota Codified Laws 5-7-3 to 5-7-6, inclusive and South Dakota Codified Laws 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

8. In consideration of this Easement, West River/Lyman-Jones will not impose special assessments on the State to pay for connection costs to West River/Lyman-Jones that may be associated with the development of the above described area.

9. The land herein described is to be used for the water pipeline and other utilities or structures associated with the operation and maintenance of said pipeline and no other purpose whatsoever, and that should the above described real property granted by this Easement cease to be used for said purposes for two consecutive years, this Easement reverts to the State or its successor and assigns.

10. West River/Lyman-Jones shall maintain the surface area of the Easement following execution of this Easement. The property which is the subject of this Easement shall be kept free of all obstructions including but not limited to buildings, walls, fences, debris, trees, shrubs, or landscaping if such use is incompatible with the Easement.

11. This agreement and attachments shall constitute the entire agreement between the State and West River/Lyman-Jones. This agreement supersedes any other written or oral agreements between the State and West River/Lyman-Jones pertaining to the Easement Area, or any portion thereof. This agreement can be modified only in writing and signed by the State and West River/Lyman-Jones or their respective heirs, representatives, executors, administrators, successors and assigns.

12. This Easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto, and the failure of West River/Lyman-Jones or any person or entity succeeding to its interest to comply with the conditions stated herein shall cause the Easement to terminate and to revert to the State or any person or entity succeeding to its interest. .

13. This Easement is governed by and shall be construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the parties have executed this Easement on this ____ day of _____, 2025.

STATE OF SOUTH DAKOTA

BY: _____
Larry Rhoden
Governor

ATTEST:

Brock Greenfield
Commissioner of School and Public Lands

WEST RIVER/LYMAN-JONES
RURAL WATER SYSTEMS, INC.

BY: _____
Its: _____

ATTEST:

ACKNOWLEDGMENTS

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF HUGHES)

On this ____ day of _____, 2025, before me the undersigned Notary Public within aforesaid County and State, personally appeared Larry Rhoden, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that she executed the same.

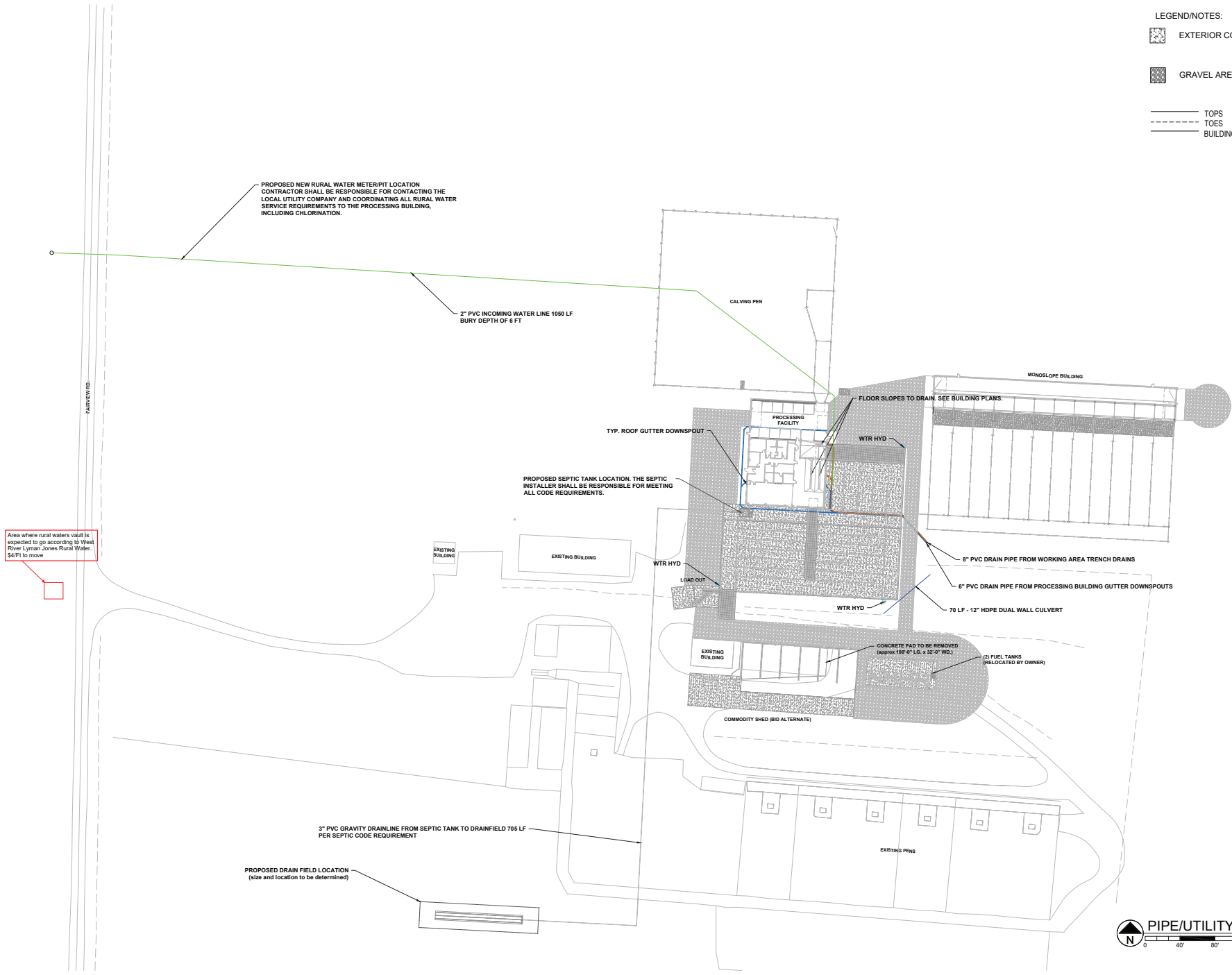


Agri-Services & Engineering, Inc.

SHEET HISTORY:
 ISSUED: 07/10/2024 CONSTRUCTION DOCUMENTS

LEGEND/NOTES:

- EXTERIOR CONCRETE
- GRAVEL AREA
- TOPS
- - - - TOES
- BUILDINGS



Area where rural water's vault is expected to go according to West River Lyman Jones Rural Water. \$4FT to move

ATTACHMENT I, EXHIBIT I 9

SDSU - SCLB 6016, AES COTTONWOOD FIELD STATION RENOVATION AND UPGRADES

23738 Fairview Rd
 Philip, SD 57567

CE No: 683-012-22
 OSE# R0323—11X

July 10, 2024



Pipe/Utility Plan

C4.02