

457-470

Recorded 1/6/69

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RIGHT-OF-WAY EASEMENT
(General - Private Property)

R/W NUMBER 281253

RECEIVED of grantee, The Mountain States Telephone and Telegraph Company, \$ 14,000.00 in consideration of which the undersigned grantor(s) hereby grant, bargain, sell, and convey unto said Company, its associated and allied corporations, its and their respective successors, assigns, lessees and agents, a right of way, easement, and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, repair, and remove such communication line facilities and appurtenances thereto, either above ground or underground, as said grantee may from time to time require upon, over, under and across the following-described strip of land which the undersigned own or in which the undersigned have any interest, to wit: Beginning at a point on the Northerly right-of-way of Colorado State Highway No. 135, Project No. 50119(14), whence the Northwest Corner of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian bears North 26° 47' West 1,242.1 feet, thence South 68° 28' East along said right-of-way 10.04 feet, thence North 26° 21' East 29.58 feet, thence North 63° 39' East 10.0 feet, thence South 26° 21' West 30.42 feet to the point of beginning.

ALSO: Beginning at a point on the Northerly right-of-way of Colorado State Highway No. 135, Project No. 50119(14), whence the Northwest Corner of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian bears North 4° 15' West 1,028.3 feet, thence North 05° 38' East 28.39 feet, thence South 84° 22' East 10.0 feet, thence South 05° 38' West 31.61 feet to said northerly right-of-way line, thence along said right-of-way line following a curve to the right, having a radius of 1332.5 feet, for a distance of 10.48 feet (the chord bears North 66° 26' West 10.48 feet) to the point of beginning.

COUNTY of Gunnison State of Colorado TOGETHER with the following rights: (a) to ingress and agree over and across the lands of the undersigned and from the above-described strip for the purpose of extending the rights herein granted; (b) to place location-markers on or beyond said strip; (c) to clear and keep cleared all trees, roots, brush, and other obstructions from the said strip, without grantee being obligated to do so; (d) to permit other corporations to attach wires and fixtures to the said Company's communication facilities or to use trenches jointly with the said Company; and (e) to open and re-close any fences crossing said strip or, when agreed to by grantor(s), to install gates and stiles in such fences.

UNDERSIGNED landowner(s) for them, self, (we), their heirs, executors, administrators, successors and assigns, reserve(s) the right to occupy, use, and cultivate said strip of land for all purposes not inconsistent with the rights herein granted to said Company; and does (do) hereby covenant that no structures shall be erected or permitted on said strip and that the said strip shall not be used in any manner which will interfere with or damage the communication facilities installed pursuant to this grant, or interfere with the maintenance, repair and replacement of said facilities.

GRANTOR agrees that no underground communication facilities shall be originally placed at less than TWENTY-FIVE (25) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the said strip by the undersigned, and to pay for damages to fences, landscaping, and growing crops arising from the construction and maintenance of the aforesaid facilities.

Signed and sealed this _____ day of _____, A.D. 19____
(Signatures)
Douglas L. Spann (Seal) (Landowner) *[Signature]* (Seal) (Landowner)
[Signature] (Seal) (Landowner) *[Signature]* (Seal) (Landowner)
[Signature] (Seal) (Landowner) *[Signature]* (Seal) (Landowner)
[Signature] (Seal) (Landowner) *[Signature]* (Seal) (Landowner)

NOTARY'S ACKNOWLEDGMENT. (When this document is prepared, insert below the private party acknowledgment form as required by statute of the State in which the said property is located.) (See Appendix I, Sect. 5 of L.M. 178.)

STATE OF COLORADO
County of Gunnison
The foregoing instrument was acknowledged before me on this 16th day of January, 1969, by *[Signature]*
WITNESS my hand and official seal.
By commission *[Signature]* expires May 1, 1971
[Signature]
Notary Public