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RIGHT-OF-WAY EASEMENT
(Over a Private Property)

878 N. 10th St. 201203

RECEIVED of grace, The Missouri State Telephone and Telegraph Company, & 14 in consideration of which the undersigned grantor(s) hereby grant(s), bargain(s), and convey(s) unto said Company, its successors and all its 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 post communication line facilities and appurtenances therein, either above ground or underground, as and where said communication line facilities and appurtenances therein, under and across the following-described strip of land which the undersigned own(s) or in which the undersigned have (has) 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 17, Township 14 South, Range 86 West of the 6th Principal Meridian bears North 24° 11' East 2,263.1 feet, thence South 88° 18' East along said right-of-way 10.04 feet, thence North 76° 21' East 29.58 feet, thence North 60° 18' East 20.0 feet, thence South 24° 21' West 10.42 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 14° 15' East 1,028.1 feet, thence North 05° 38' East 28.19 feet, thence South 84° 22' East 10.0 feet, thence South 05° 38' West 11.61 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 1351.5 feet, for a distance of 33.48 feet, thence bears to the 68° 26' West 1.45 feet to the point of beginning.

City of Gunnison, State of Colorado
TO HAVE AND TO HOLD unto the said Company, its successors and assigns, with the full and entire right(s) of ingress and egress over and across the lands of the undersigned to and from the above-described strip for the purpose of exercising the rights herein granted, (1) to place wooden markers on or beyond said strip; (2) to clear and keep cleared all trees, roots, brush, and other obstructions from the said strip, without grantor(s) being obligated to do so; (3) to permit other corporations to attach wires and fixtures to the said Company's existing utility facilities or to be connected jointly with the said Company; and (4) to open and to close any fence crossing said strip or, when agreed to by grantor(s), to install gates and stiles in such fences.

UNDERTAKING (hereinafter referred to as "UNDERTAKING") shall be the duty of the undersigned grantor(s) to maintain and repair the said strip of land for all purposes as mentioned with the rights herein granted to said Company; and done (do) hereby warrant that no structure shall be erected or permitted on said strip and that the said strip shall not be used in any way or ways which will interfere with or damage the communication facilities installed pursuant to the grant of easement, with the maintenance, repair and replacement of said facilities.

GRANTOR agrees that the underground communication facilities shall be originally placed at least 24 inches deep in order to reduce the possibility of disturbance with the underground and telephone use of the said strip by the undersigned, and to pay for damages to trees, landscaping, and growing crops arising from the construction and maintenance of the aforesaid facilities.

Witness my hand and seal this _____ day of _____, A. D. 1969

(Signature) _____ (Seal)

(Signature) _____ (Seal)

(Signature) _____ (Seal)

(Signature) _____ (Seal)

NOTARIAL ACKNOWLEDGMENT (When this document is prepared, notarize the parties hereunder and acknowledge before a Notary Public in the State in which the said property is located.) (See Appendix 1, Form 1 of L.M. 1963)

STATE OF COLORADO
County of Gunnison
I, the undersigned, being duly sworn, depose and say that the foregoing agreement is the true and correct agreement of the parties hereto, and that the contents of the same are true and correct.
Notary Public
Edward L. Phelps
My Commission Expires _____