

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

P.O. Drawer A, 5496 North U. S. Highway 85 Sedalia, Colorado 80135 688-3100

GENERAL RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Neal M. Price Construction Co.

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado Corporation (hereinafter called the "Association"), whose address is 5496 North U S Highway 85, Sedalia, Colorado 80135, and to its successors or assigns, a right of way and easement for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of an electric transmission and/or distribution line or system attached to poles or other supports, together with guys and other attachments, underground cables, wires, conduits, manholes, splicing boxes, testing terminals located on the surface or underground, and other attachments and incidental equipment and appurtenances upon, over,

under and across the following premises belonging to the said grantor(s) situated in the County of Douglas and State of Colorado, and more particularly described as follows

Lot 1, Replat of Parker Central Area.

T65, R66W, Sect 22

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut, trim and remove trees, brush, overhanging branches, shrubbery and other obstructions located within EIGHT feet of the centerline of said line or system, or that may interfere with or threaten to endanger the operation, maintenance and repair of said line or system, to place location markers on the surface, on or beyond said right of way and easement for the said underground facilities, to license, permit, or otherwise agree to the joint use or occupancy of the line or system, whether overhead or underground, by any other person, association, or corporation for electrification or communication purposes, and to open and reclose any fences crossing said right of way and easement or, when agreed to by grantor(s), to install gates and stiles in said fences

The undersigned agree that all poles, wires and other facilities, installed upon, over, under or across the above described lands at the Association's expense shall remain the property of the Association, removable at the option of the Association

Grantors for themselves, their heirs, executors, administrators, successors and assigns, while reserving the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Association, hereby covenant that no structures shall be erected, or combustible material or property shall be permitted on said strip and that the said strip shall not be used in any manner which will interfere with or damage the facilities installed pursuant to this grant, or interfere with the maintenance, repair and replacement of said facilities

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except the following

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5th day of February, 19 86

In the presence of

Neal M. Price Const. Co. Inc. Printed Name of Owner

Steve M. Hart V.P. Signature

STATE OF COLORADO ) County of Douglas ) ss

Signature

The foregoing instrument was acknowledged before me this 5th day of February, 19 86, by Steve M Hart

Witness my hand and official seal

My Commission expires 1/17/90

Julie M. Finley Notary Public 18214 E Green Hollow Ct Parker, Co 80134

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