

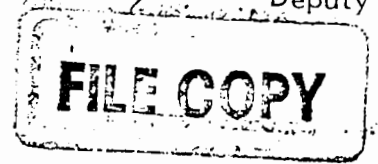
264129

Paid \$15.00

State of Colorado.)
County of San Miguel.)^{ss} Filed for record: March 14, 1990. Time: 11:10 A.M. and
duly recorded in Book 463 Pages 818-820.

by *Gay Cappis-Resorder* Deputy

SAN MIGUEL POWER ASSOCIATION, INC.
Box 817
NUCLA, COLORADO 81424



POWERSYSTEM RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE TELLURIDE COMPANY, for the sum of One Dollar (\$1.00), in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto SAN MIGUEL POWER ASSOCIATION, INC., a cooperative corporation (hereinafter called "San Miguel Power Association, Inc.") whose address is P.O. Box 817, Nucla, Colorado, and to its successors or assigns, the perpetual non-exclusive right to enter upon the lands of the undersigned (Easement Area), situated in the County of San Miguel, State of Colorado, and more particularly described as follows:

As defined hereinbelow Blanket Easement Area and Defined Easement Area shall be construed to mean Easement Area.

Blanket Easement Area shall mean the following real property located in the County of San Miguel, State of Colorado:

MLW Tracts OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, A-1, A-2, A-3, ~~and TTTT~~ Telluride Mountain Village, Filing 1, and as the same have been amended by subsequent replats.

Tracts OS-1A, OS-1B, OS-1C, OS-3A, OS-3B, OS-3C, OS-3D, OS-E, OS-3F, and OS-3G, Replat No. 3, Telluride Mountain Village, Filing 1

Mountain Village Blvd., Upper Yellow Brick Road, Lower Yellow Brick Road, Wall Street, Lost Creek Lane, Sun Dance Lane and County Club Drive, Telluride Mountain Village, Filing 1, and as the same have been amended by subsequent replats.

Subject to the following reservation and condition:

At any time after all electrical installations in the blanket easement area have been completed, the Telluride Company, in its sole discretion, may specify an easement ("Defined Easement Area") ten (10) feet on both sides of a legally described centerline which shall correspond to the location of installed powerlines and record the legal description of the Defined Easement Area in the office of the San Miguel County Clerk and Recorder. Upon recordation of the legal description of the Defined Easement Area all rights, title and interest

that San Miguel Power Association, Inc. possesses in that portion of the Blanket Easement Area which is not included in the Defined Easement Area shall revert to the Telluride Company.

The non-exclusive easement granted to San Miguel Power Association, Inc. by the undersigned, hereunder shall include the right to enter upon the Easement Area; to construct, operate and maintain an underground electric distribution line or system under the Easement Area and under all streets, roads or highways abutting the Easement Area; to inspect and make such repairs, changes, alterations, improvements, removals from and substitutions to the facilities of San Miguel Power Association, Inc. on the Easement Area as San Miguel Power Association, Inc. may deem advisable.

The undersigned agree that all cable, conduit or other facilities, including any main service entrance equipment installed upon or under the Easement Area (which is part of the electrical distribution system) at the cooperative's expense shall remain the property of San Miguel Power Association, Inc., removable at the option of San Miguel Power Association, Inc.

The undersigned warrant that they are the owners and in possession of the above-described lands, and that all parties holding encumbrances or other record interests in the property have joined in this conveyance.

The undersigned expressly reserve the right to use and occupy the Easement Area for any purpose consistent with the rights granted above to San Miguel Power Association, Inc. and which will not unreasonably interfere with or endanger any of San Miguel Power Association, Inc.'s facilities therein or use thereof. In the event the easement granted hereunder shall be permanently abandoned, all right, privilege, and interest herein granted shall terminate.

San Miguel Power Association, Inc. shall cause all construction, repair, operating and maintenance, which it performs, to be performed in a manner which reasonably causes the least amount of disturbance to the Easement Area. San Miguel Power Association, Inc. shall cause any disturbance it causes to the Easement Area to be revegetated and recontoured in a manner that returns the Easement Area as near to its original state as is reasonably possible.

WITNESS the following signature and seal

OK FOR *KE SHISLER, ENGINEER* THE TELLURIDE COMPANY

By: *A. J. Wells*
James F. Laframboise A. J. WELLS
Vice-President

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged by me, Susan Grigg, a Notary Public, by James F. Lufraimboise A.J. as Vice President of The Telluride Company, on this 2nd day of February, 1990.

Witness my hand and official seal.

My commission expires: 12-28-91.

Susan Grigg
Notary Public

P.O. Box 380
Telluride CO 81435

