

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

STEPHANIE L. FANOS, ESQ.  
P. O. BOX 3727  
TELLURIDE, COLORADO 81435

SPACE ABOVE THIS LINE RESERVED FOR USE BY RECORDER

**EASEMENT AGREEMENT  
FOR POWER LINES AND RELATED FACILITIES**

This EASEMENT AGREEMENT FOR POWER LINES AND RELATED FACILITIES ("Agreement"), dated this 28<sup>th</sup> day of January, 2000, is made by and between GRAY HEAD DEVELOPMENT CORP., a Colorado corporation ("Grantor"), whose address is P. O. Box 697, Telluride, Colorado 81435, and SAN MIGUEL POWER ASSOCIATION, INC., a Colorado corporation ("Grantee"), whose address is P. O. Box 817, Nucla, Colorado 81424.

WHEREAS, Grantor is the owner of the real estate located in San Miguel County, Colorado, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Grantee is an electric cooperative that owns, maintains and operates certain electric power transmission and distribution lines and systems in San Miguel County, Colorado; and

WHEREAS, the parties desire to grant an easement to Grantee over a portion of the Property for an underground power line and related facilities on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby make the following grants, agreements, and covenants:

1. Grantor hereby grants and conveys unto Grantee a non-exclusive easement upon, over and across the Property in the location more particularly described in Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by this reference ("Easement Area"), for purposes of installing, constructing, repairing, replacing, removing, upgrading, maintaining, operating and using an underground electrical distribution line and related facilities, subject to the terms, conditions and provisions hereinafter set forth.

2. The term of this easement shall be perpetual.

3. Grantee shall have the right of access to and from the Easement Area over and across the adjoining land of Grantor by means of existing roads, if any, or otherwise by such routes as will cause the least damage and inconvenience to Grantor; provided, however, that Grantee shall provide Grantor at least twenty-four (24) hours notice of intent to utilize such access, except in the case of emergencies.

4. All cable, conduit, or other electrical facilities installed within the Easement Area are and shall remain the property of Grantee and shall be replaceable at the option of Grantee.

5. Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent with Grantee's enjoyment of the rights granted herein, provided that the Grantor shall not erect or construct, without Grantee's written consent, any building or other structure, or drill or operate any well within the Easement Area.

6. Grantor shall have the right to grant easements or licenses to any utility company or governmental agency to use the Easement Area for the purpose of installing, constructing, replacing, removing, maintaining, upgrading and accessing utility lines and related facilities; provided, that the existing utility facilities are not impaired.

7. Grantee shall make all reasonable efforts to repair any damage, which Grantee may cause to Grantor's property.

8. This Agreement shall be recorded with the Clerk and Recorder in San Miguel County, Colorado, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

9. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

10. The parties warrant and represent that the individuals signing this Agreement on behalf of each respective entity are duly authorized to do so.

11. The parties agree to give such further assurances including the execution of such additional documents as are necessary to effectuate the purposes and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

**GRAY HEAD DEVELOPMENT CORP.**, a Colorado corporation

By:   
Steven L. Catsman, President

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

The foregoing instrument was acknowledged before me by Steven L. Catsman, President, Gray Head Development Corp., a Colorado corporation on the 28<sup>th</sup> day of January, 2000.

My commission expires: 8/19/2002  
Witness my hand and official seal.

Constance A. Phyllis  
Notary Public

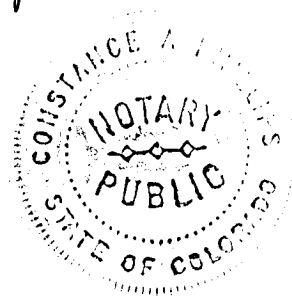






Exhibit A

Legal Description of Property

Lots 1, 3, 4, 6, 7, 8, 9, 10 and 11, Gray Head at Telluride, according to the Common Interest Community Map thereof recorded May 11, 1999, in Plat Book 1 at Page 2562, and the Declaration of Covenants, Conditions, Restrictions and Easements for Gray Head at Telluride recorded May 11, 1999, at reception No. 326339, as amended or supplemented, in the records of the San Miguel County Clerk and Recorder,

San Miguel County,  
State of Colorado;

and

Parcels C, D & E, according to the Parcel Map for Gray Head at Telluride recorded in Plat Book 1, at pages 2546 and 2547; in the records of the San Miguel County Clerk and Recorder,

County of San Miguel,  
State of Colorado.

Exhibit B

**FOLEY ASSOCIATES, INC.**  
**CIVIL ENGINEERING AND LAND SURVEYING**  
**P. O. BOX 1385**  
**TELLURIDE, CO 81435**  
**970-728-6153**

LEGAL DESCRIPTION

The area included within the 80 foot Last Dollar Road Access Easement, the 80' Wilson Way Access Easement, the 80 foot Whipple Way Access Easement, the 80 foot Canyon Overlook Lane Access Easement and the 80 foot Gray Head Lane Access Easement, all as shown on the Common Interest Community Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at page 2563, County of San Miguel, State of Colorado.

AND

A portion of Parcel C, Parcel Map for Gray Head at Telluride according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at page 2547, located within Section 23, Township 43 North, Range 10 West of the New Mexico Principal Meridian, being an easement 20 feet wide, lying 10 feet on each side of the following described centerline:

Beginning at the southeast corner of Lot 7 of Gray Head at Telluride, according to the Common Interest Community Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at page 2563;

Thence along the east boundary line of said Lot 7, N 13°47'44" W, 60.39 feet to the True Point of Beginning;

Thence N 72°56'59" E, 130.39 feet;

Thence S 74°49'04" E, 233.75 feet;

Thence N 75°04'26" E, 88.55 feet;

Thence N 05°09'57" E, 253.31 feet;

Thence N 37°16'05" E, 189.55 feet;

Thence N 72°21'55" E, 72.33 feet;

Thence N 76°24'52" E, 247.94 feet;

Thence S 39°48'51" E, 569.32 feet to the terminus of this easement,  
County of San Miguel, State of Colorado.

The basis of bearings for this legal description is true north as determined by GPS observations.

The sidelines of this easement are extended or shortened as necessary to form continuous sidelines and to intersect with the east boundary of said Lot 7 at the beginning of this legal description.

LESS AND EXCEPT

Any portion within Lots 2 and 5, as shown on the Common Interest Community Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at page 2563,  
County of San Miguel, State of Colorado.



J. David Foley,

P.L.S. #24954

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Exhibit C

**FOLEY ASSOCIATES, INC.**  
**CIVIL ENGINEERING AND LAND SURVEYING**  
**P. O. BOX 1385**  
**TELLURIDE, CO 81435**  
**970-728-6153**  
**LEGAL DESCRIPTION**

An Easement 80 feet in width along the following described centerline lying within Parcel E, Gray Head at Telluride according to the Parcel Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at pages 2456-2457, located within Sections 22 and 23, Township 43 North, Range 10 West of the New Mexico Principal Meridian further described as follows:

Commencing at the northwest corner of Lot 10, Gray Head at Telluride, according to the Common Interest Community Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at pages 2562-2563;

Thence N 70°08'53" W, 43.40 feet;

Thence 123.14 feet along a tangential curve concave to the south with a radius of 250.00 feet and a delta angle of 28°13'22";

Thence 107.27 feet along a reverse tangential curve concave to the north with a radius of 250.00 feet and a delta angle of 24°35'02";

Thence N 73°47'12" W, 79.98 feet;

Thence 18.36 feet along a tangential curve concave to the south with a radius of 250.00 feet and a delta angle of 04°12'32";

Thence N 77°59'44" W, 277.17 feet;

Thence 219.51 feet along a tangential curve concave to the northeast with a radius of 250.00 feet and a delta angle of 50°18'27";

Thence N 27°41'17" W, 42.68 feet;

Thence 81.98 feet along a tangential curve concave to the south with a radius of 50.00 feet and a delta angle of 93°56'50";

Thence S 58°21'53" W, 16.12 feet;

Thence 198.31 feet along a tangential curve concave to the north with a radius of 270.00 feet and a delta angle of 42°04'57";

Together with an easement being a circle, 50 feet in radius, having the following described center point:

Beginning at the southwest corner of Parcel E, Gray Head at Telluride according to the Parcel Map for Gray Head at Telluride recorded in the office of the Clerk and Recorder in Plat Book 1 at pages 2456-2457;

Thence N 28°10'08" E 1025.77 feet to said center point,

County of San Miguel, State of Colorado.

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