

EASEMENT

THIS INSTRUMENT, Made this 14th day of July, in the year of our Lord one thousand nine hundred and Sixty Five, between Ollie A. Otten Harold Otten and Ray Otten

grantors of the County of Alamosa and State of Colorado and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantees;

WITNESSETH, That the said grantor a, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations Dollars, to the said grantors in hand paid by the said grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto Public Service Company of Colorado, its successors and assigns forever, an easement for the construction, reconstruction, operation and maintenance of conductors and conduits for the transmission of electricity, together with the necessary poles, towers, crossarms, cables, wires, guys, supports, and other fixtures and devices, used or useful in the operation of electric transmission lines, through, on, over and across the following described lands, to-wit:

A parcel of land in the E₁ of the E₂ of Section 8, Township 37 North, Range 10 East of the New Mexico Principal Meridian, County of Alamosa, State of Colorado, described as follows: An Easement 75 feet wide, 37.5 feet on each side of a centerline beginning at a point 1309.4 feet West and 37.5 feet North of the East & Corner of said Section 8; thence N. 89° 47' E. a distance of 1212.3 feet to a point; thence S. 0° 26' E. a distance of 2177.4 feet.

Together with the right of ingress and egress over said premises and to remove objects or structures therefrom; and, also to survey, construct, reconstruct, maintain, operate, control and use said lines and facilities.

The grantor a reserve the right to cultivate and use said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the grantee's facilities thereon, or the use thereof or of any of the rights herein granted. Such reservation by the grantor a shall not include the right to erect or place any structures or objects, including signs, or drill or operate any wells on, upon, above or over the easement herein granted. In case the permanent abandonment of said easement, all right, privilege and interest herein granted shall end, cease and determine.

The work of installing, maintaining and reconstructing its facilities shall be done with care, and all damage to the premises caused thereby shall be paid for or repaired at the expense of the grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Signed and delivered this 14th day of July, A. D. 1965

In the Presence of

Ollie A. Otten (SEAL)
Harold Otten (SEAL)
Ray Otten (SEAL)

STATE OF COLORADO.

City and COUNTY OF Denver

The foregoing instrument was acknowledged before me this 14th day of July, 1965, by Harold Otten and Ray Otten

Witness my hand and official seal,
My commission expires Dec. 14, 1968

Notary Public

Document No.

73031

TRANSFER TO GUTHRIE

METHOD OF PAYMENT

NAME OF LINE

12
13
61

NAME OF LINE - Alamosa - Denver -