

RECORDED SEPTEMBER 6, 1985 BK 295 PG 613 NO. 939329 MARGARET LEWIS, COUNTY CLERK

Mail to: James S. Staton, Esq.
P.O. Box 29511
Raleigh, NC 27626

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

GRANT OF EASEMENT

THIS AGREEMENT, made this 6th day of September, 1985, by
and between THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a
Wyoming corporation, whose address is 4 N. Brooks, ATT: Robert Tate,
Sheridan, WY 82801, hereinafter referred to as "Mountain Bell,"
A.C.R.T. LAND PARTNERSHIP, A Wyoming general partnership, whose
address is 306 N. Main Street, Sheridan, Wyoming, hereinafter referred
to as "A.C.R.T."

W I T N E S S E T H:

THAT WHEREAS, by a certain easement recorded on August 25, 1978
in Book 233, Page 394 in Sheridan County, Wyoming, Catherine Martin
granted a Right-of-Way Easement to Mountain Bell; and

WHEREAS A.C.R.T. is the owner in fee simple of a real estate
presently encumbered by said Right-of Way Easement; and

WHEREAS, Mountain Bell has agreed to release a portion of
A.C.R.T.'s property from the above-referenced Right-of-Way Easement in
exchange for A.C.R.T.'s granting of a new easement, under and through
a different location of A.C.R.T.'s property; and

WHEREAS, A.C.R.T. in exchange has agreed to the same;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other
good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, A.C.R.T. does hereby grant, sell, bargain and
convey to Mountain Bell, its successors and assigns, an easement for
the purposes of installing, constructing, using, operating, maintain-
ing, repairing, and replacing such underground communication facil-
ities and appurtenances thereto as Mountain Bell may require under and
through only that portion of A.C.R.T.'s property specifically de-

scribed in Exhibit "A", attached, hereinafter referred to as "Easement Area". A.C.R.T. also does hereby grant to Mountain Bell, its successors and assigns such rights of ingress and egress over, across, and upon said Easement Area and A.C.R.T.'s adjacent land as are reasonably necessary to carry out the purposes for which this easement is conveyed;

A.C.R.T. shall have the exclusive use of the surface of the above-described easement provided that the surface use does not interfere with telephone facilities and A.C.R.T. shall have the exclusive right to improve the surface as it may see fit, but shall not erect or maintain any buildings or elevated structures (excluding curbs) thereon.

In further consideration of the rights herein granted, Mountain Bell shall, at its own expense, repair any and all damage to A.C.R.T.'s real or personal property caused by Mountain Bell or by its agents, employees, contractors, subcontractors, franchise or franchisees during the exercise of the rights herein granted and Mountain Bell does covenant, promise and agree to promptly repair the same within a reasonable amount of time after such damage has been done.

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

IN WITNESS WHEREOF, the parties hereto have each caused its corporate name to be hereunto signed by its duly authorized officers the day and year first above written.

A.C.R.T. LAND PARTNERSHIP,
a Wyoming general partnership

By: 
Steven Wm. Ash

By: 
Donald R. Carroll

By: 
Marlon D. Rears

By: 
S. Thomas Throne

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Grant of Easement was acknowledged before me this
6TH day of Sept., 1985, by Steven Wm. Ash.

Witness my hand and official seal.



My commission expires:

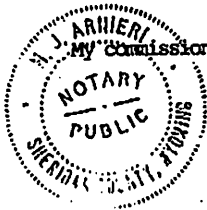
Oct 9, 1988

[Signature]
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Grant of Easement was acknowledged before me this
6TH day of Sept., 1985, by Donald R. Carroll.

Witness my hand and official seal.



My commission expires:

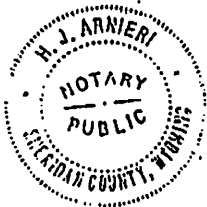
Oct 9, 1988

[Signature]
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing Grant of Easement was acknowledged before me this
6TH day of Sept., 1985, by Marlon P. Rears. mdr

Witness my hand and official seal.



My commission expires:

Oct 9, 1988

[Signature]
Notary Public

STATE OF WYOMING
COUNTY OF SHERIDAN

} ss.
}

The foregoing Grant of Easement was acknowledged before me this
6th day of Sept, 1985, by S. Thomas Throne.

Witness my hand and official seal.

My commission expires: Oct 4, 1988

[Signature]
Notary Public

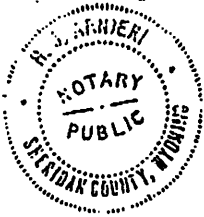


EXHIBIT "A"

To easement from A.C.R.T. to Mountain States
Telephone and Telegraph Company

Eastern 10' along the east line of Lots 1 and 2 of the A.C.R.T.
Subdivision, a subdivision of the City of Sheridan, Sheridan
County, Wyoming.