

## Utility Right-of-Way Easement

W/O No. 70503  
 Township: 56N  
 Range: 84W  
 Sec. No. 15

**KNOW ALL MEN BY THESE PRESENTS**, The Undersigned Grantors, **John E. Rice and Sons, Inc., a Wyoming Corporation** (GRANTOR) for a good and valuable consideration, the receipt thereof is hereby acknowledged, do hereby grant unto **ADVANCED COMMUNICATIONS TECHNOLOGY, INC., (GRANTEE)** whose post office address is 290 N. Brooks St., Sheridan, Wyoming 82801, and to its successors or assigns, the right to enter upon the lands of the undersigned, described as follows, situated in the County of: **Sheridan**, State of: **Wyoming**, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state:

Three tracts of land located in Sections 15 and 16, T.56N, R84W, 6<sup>th</sup> Principal Meridian, Sheridan County, Wyoming; More particularly described as follows:

### Permanent Easement 1

A ten (10) foot wide parcel, five (5) feet on either side of the following described center line situated in the SW ¼ of said Section 15:

Commencing at a point which is on the West line of said Section 15, at the 1/4 corner common to said Sections 15 and 16, thence 1057.58 feet Southerly along the west line of said Section 15 to the **POINT OF BEGINNING OF TRACT 1** a point which lies on the property line common to the Rice property and the Bighorn National Forest land to the West;  
 Thence S82°43'25"E a distance of 451.17 feet;  
 Thence S78°19'57"E a distance of 361.48 feet;  
 Thence S64°56'52"E a distance of 274.04 feet;  
 Thence S41°29'35"E a distance of 167.98 feet;  
 Thence N78°48'23"E a distance of 59.22 feet;  
 Thence S58°43'18"E a distance of 332.46 feet;  
 Thence S79°36'47"E a distance of 317.93 feet, more or less, to a point which lies on the property line common to the Rice property and the Nancy Carol Subdivision Replat of Suburban Homes Company addition to the City of Sheridan, Wyoming, more particularly set forth on "**EXHIBIT A**" attached hereto and by reference made a part hereof.

### Construction Easement 1

The Construction Easement shall be a Ten (10) foot wide parcel lying Northerly of the above described permanent easement.

### Permanent Easement 2

A ten (10) foot wide parcel, five (5) feet on either side of the following described center line situated in the S1/2 of said Section 16:

Commencing at the Southwest corner of Lot 43, Downers Addition to Sheridan, Easterly along the South line of said Lot 43, a distance of 5.00 feet to the **POINT OF BEGINNING OF TRACT 2**, more particularly set forth on "**EXHIBIT B**" AND "**EXHIBIT C**" attached hereto and by reference made a part hereof.

Thence Northerly, parallel to the west line of said Lot 43, a distance of 290 feet;  
 Thence N19°0'34.32"W, a distance of 497.16 feet;  
 Thence N01°44'27.46"W, a distance of 364.29 feet;  
 Thence N05°09'07.68"W, a distance of 602.5 feet;  
 Thence N45°51'00.86"E, a distance of 567.19 feet, more or less, to a point on the line common to the Rice property and that owned by The U.S. Department of Veterans Affairs

### Construction Easement 2

The Construction Easement shall be a twenty (20) foot wide parcel on the east side of the above described center line.

### Permanent Easement 3

A ten (10) foot wide parcel, being the Westerly ten (10) feet of that portion of said Section 15 owned by Grantor, commencing at the North boundary of said Section 15, thence southerly, parallel to the West boundary of said Section 15, to the center of the Burlington Northern Santa Fe tracks.

## Utility Right-of-Way Easement

W/O No. 70503  
Township: 56N  
Range: 84W  
Sec. No. 15

The right-of-way and easement is granted for the purpose of constructing, reconstructing, maintaining, operating, repairing, inspecting, surveying, altering, abandoning, replacing, and/or removing above and below ground, telecommunications facilities and equipment (the facilities). The facilities at all times, until surrendered, remain the property of the Grantee, its successors or assigns, notwithstanding that they may be affixed to the land and may at any time or from time to time be removed in whole or in part by Grantee.

Whenever possible, all cable and of the facilities will be buried a minimum 48" below the surface of the ground. Grantee will bore under existing irrigation ditches and will not dig through them. Grantee will install the facilities in all three of the permanent easements by June of 2008, weather permitting. Grantee will install all facilities at its expense, and Grantor will bear no construction costs. As soon as reasonably practical, and in any event, within eight (8) months, after the disturbance, weather permitting, Grantee will reseed and restore to its original condition, as near as possible, all areas disturbed by Grantee. Grantee will prevent the spread of weeds as a result of its operations. Grantee will power wash all vehicles and equipment before entering on Grantor's lands and require its contractors to do the same. Grantee will provide evidence that the vehicles and equipment were power washed upon Grantor's request.

Grantee, its successors and assigns, shall have the rights and benefits necessary or convenient for the full use of the rights herein granted; including, the right of ingress and egress across the lands of the Grantor to and from the right-of-way, the right to use roads over and across the land of the Grantor, and the right from time to time to cut trees and undergrowth and remove other obstructions that may injure, endanger, or interfere with the right-of-way or use of the facilities.

Grantor has the right to fully use and enjoy the surface of the right-of-way except as to such use, which might interfere with the full use of the right-of-way by Grantees, their successors and assigns. Grantor shall not place any obstruction across, under, or upon the surface of the right-of-way that interferes with the construction or the normal operation and maintenance of the facilities. Either party may assign its rights to the agreement or delegate its duties as specified herein in whole or in part.

The Right-Of-Way Easement shall be governed by Wyoming law and constitute the entire agreement between the parties relating to the subject matter hereto. If any provision of this Right-of-way Easement shall be held invalid or unenforceable, the remainder of the Easement and the application of such provisions, other than that which has been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by the law.

Grantor makes no warranty of title or otherwise in entering into this easement, and this easement may cross portions of land subject to a restriction in favor of the Department of Veterans Affairs which provides that use of some of the land is restricted to grazing purposes unless written approval is obtained from the Department of Veterans Affairs.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15 day of: November, 2007, signed, sealed and delivered in the presence of:

John E. Rice & Sons, Inc.

by: [Signature]  
(Netje, President)

374

Utility Right-of-Way Easement

W/O No. 70503  
Township: 56N  
Range: 84W  
Sec. No. 15

STATE OF WYOMING }  
                          }ss.  
COUNTY OF SHERIDAN }

The foregoing instrument was acknowledged before me by Neltje, president of John E. Rice & Sons, Inc.

this 15th Day of: November 20 07

Witness my hand and official seal.

(Signed)

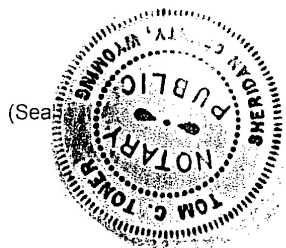
Tom C. Toner

Notary Public

Tom C. Toner

(Print or type name)

My Commission Expires: Nov. 26, 2009



W/O No. 70503  
Township: 56N  
Range: 84W  
Sec. No. 15

Township: 56N

Range: 84W

Sec. No. 15

T56NR84W 6TH P.M.

W1/4 CORNER

SECTION 15

SECTION 16

JOHN E RICE AND SONS, INC.

J2, INC.

US FOREST SERVICE

ABANDONED SETTLING POND

GOOSE CR.

BNSF RAILROAD

SHT. 4

SHT. 5

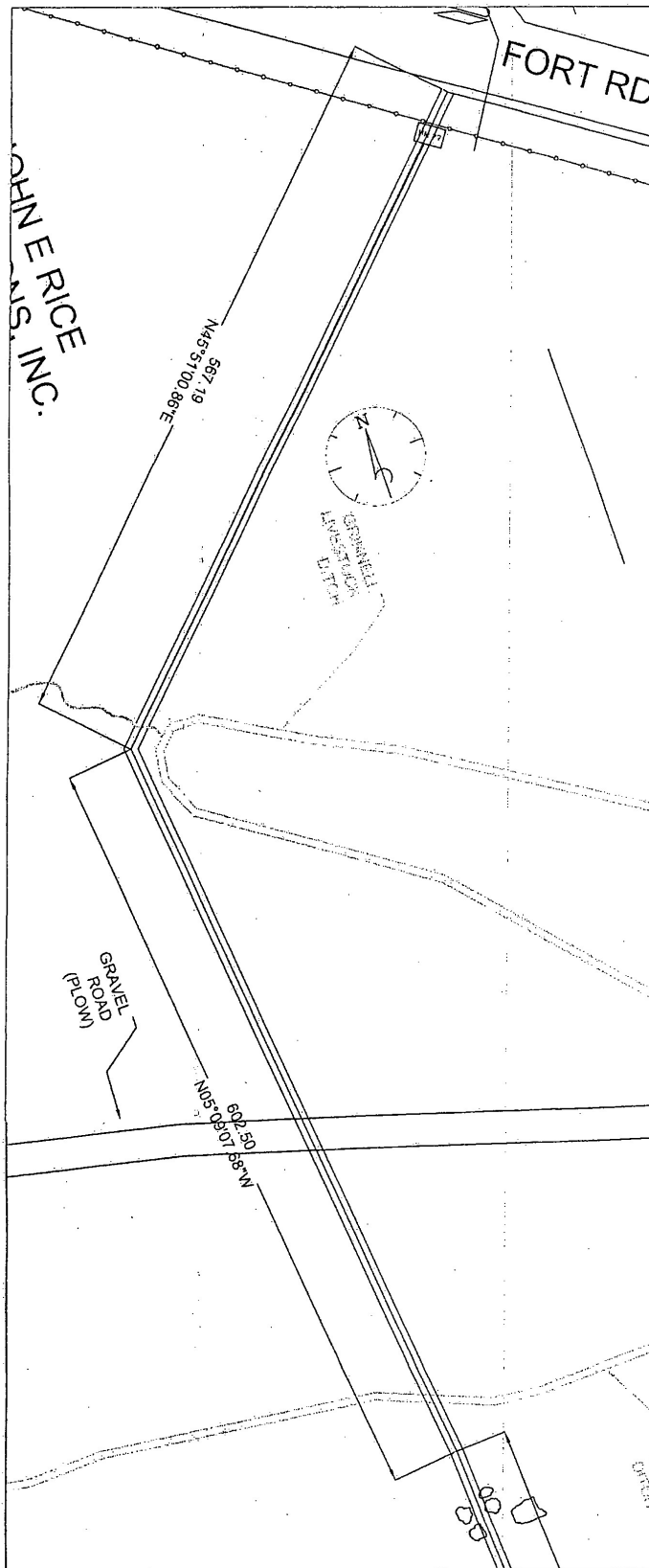
375

376

Utility Right-of-Way Easement

W/O No. 70503  
Township: 56N  
Range: 84W  
Sec. No. 15

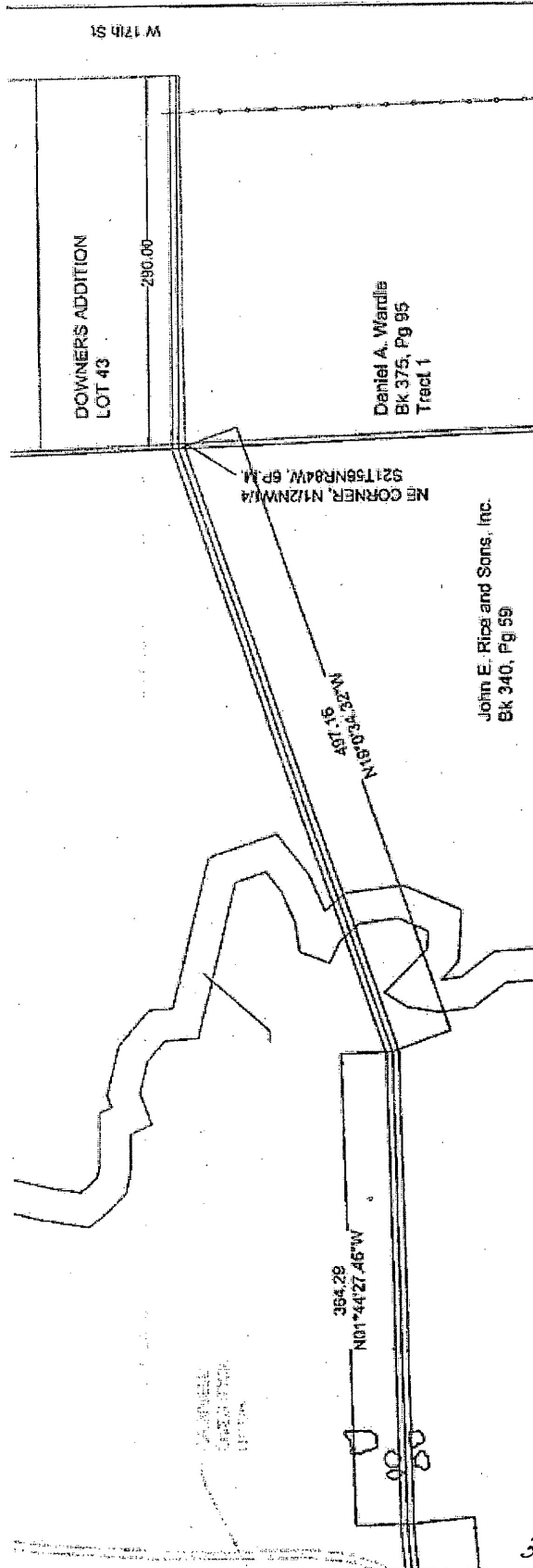
"Exhibit B"



# Utility Right-of-Way Easement

W/O No. 70503  
Township: 56N  
Range: 84W  
Sec. No. 15

"Exhibit C"



377