



DEED OF EASEMENT

The Department of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 1314 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of one dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto Advanced Communications Technology, hereinafter referred to as the Grantee, its successors and assigns, an easement and right of way for the purpose of installing a telephone communications line easement thereon, hereinafter referred to as "said facilities," to be on, over, under, across or through a portion of the VAMC Sheridan, Wyoming, which the undersigned owns in the County of Sheridan, State of Wyoming, as depicted and described on Exhibit "A," attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
2. That said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the easement area without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.
3. No mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.



4. To the extent permitted by the Wyoming Governmental Claim Act, W.S.-39-101, et.seq. the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted. To the extent permitted by the Federal Tort Claims Act, 28 U.S.C. 1346, 2671-2680, the Government will be liable for the tortious acts of its employees arising within the scope of their employment.

5. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of the grant, (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

6. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinafter described all above-ground structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

7. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

8. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but



also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this 17th Day of December, 2010.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
Department of Veterans Affairs

By 
George L. Szwarcman
Chief, Real Property Service

CITY OF WASHINGTON]
]]
DISTRICT OF COLUMBIA]

ON THIS 17th day of Dec, 2010, before me a Notary Public in and for said District of Columbia, personally appeared to me, George L. Szwarcman, well known and known by me to be Chief, Real Property Service, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.





Notary Public
District of Columbia

My commission expires:

DENNIS W. CALKIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES: FEB 28, 2011



C E R T I F I C A T E

I, AAIZON SOPKO, certify that I am the General Manager
of Advanced Communications Technology named as Grantee herein; that
I have accepted this easement on behalf of the Grantee, and that the said easement
was duly signed for in behalf of Advanced Communications Technology by authority of
its governing body and within the scope of its powers.

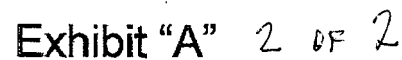
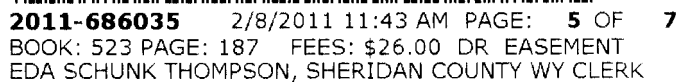
Signature: _____

Printed Name: _____

AAIZON SOPKO



Catherine T Smith 28 Jan 2011

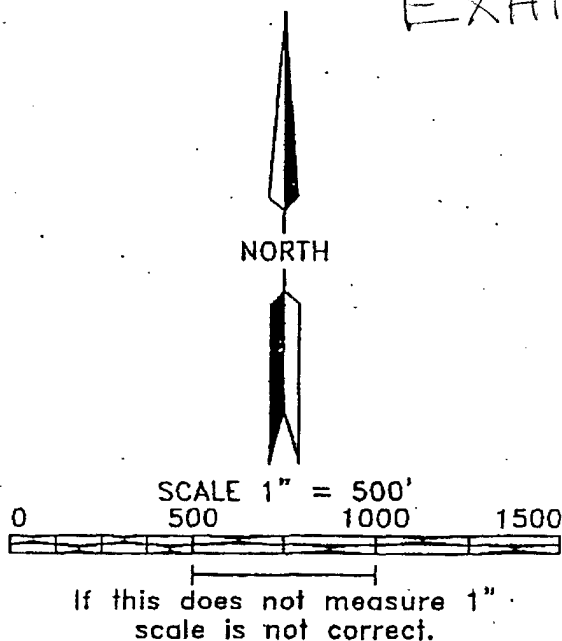




2011-686035 2/8/2011 11:43 AM PAGE: 6 OF 7
BOOK: 523 PAGE: 188 FEES: \$26.00 DR EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY WY CLERK

**TEN (10) FOOT ACT UTILITY EASEMENT
SW1/4NE1/4 AND NW1/4SE1/4
SECTION 16, T 56 N, R 84 W, 6TH P.M.
SHERIDAN COUNTY, WYOMING**

EXHIBIT A 1 of 2

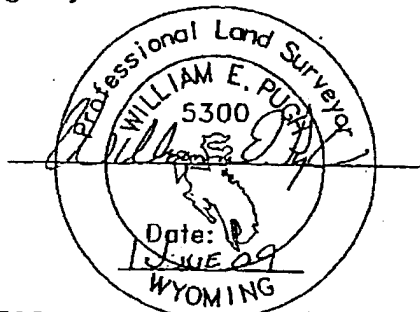


LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED CENTERLINE OF A TEN (10) FOOT ACT UTILITY EASEMENT IS LOCATED IN THE SOUTHWEST1/4 NORTHEAST1/4 AND THE NORTHWEST1/4 SOUTHEAST1/4, SECTION 16, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CERTIFICATE OF SURVEY

I, William E. Pugh, a registered land surveyor in the state of Wyoming do hereby certify that this plat was prepared from notes taken during a survey performed by me or under my supervision during May 2009.



UNLESS SIGNED, SEALED AND DATED
THIS IS A PRELIMINARY PLAT.

BEGINNING at a point, which is, located South 89°15'44" West, 2456.53 feet; from the East 1/4 Corner of said Section 16, said point being existing Fort Mackenzie Monument No. 21;

Thence with the centerline of said ten (10) foot ACT Utility Easement, South 01°20'42" East, 738.54 feet;

Thence continuing with said centerline South 23°59'02" West, 147.62 feet to the terminus of said Easement said point of terminus being located on a South line of the Fort Mackenzie Veterans Hospital property said point being located North 05°30'37" East, 1829.68 feet from the South 1/4 Corner of said Section 16 said point being existing Fort Mackenzie Monument No. 23 also being located South 75°08'16" East, 583.77 feet from existing Fort Mackenzie Monument D.

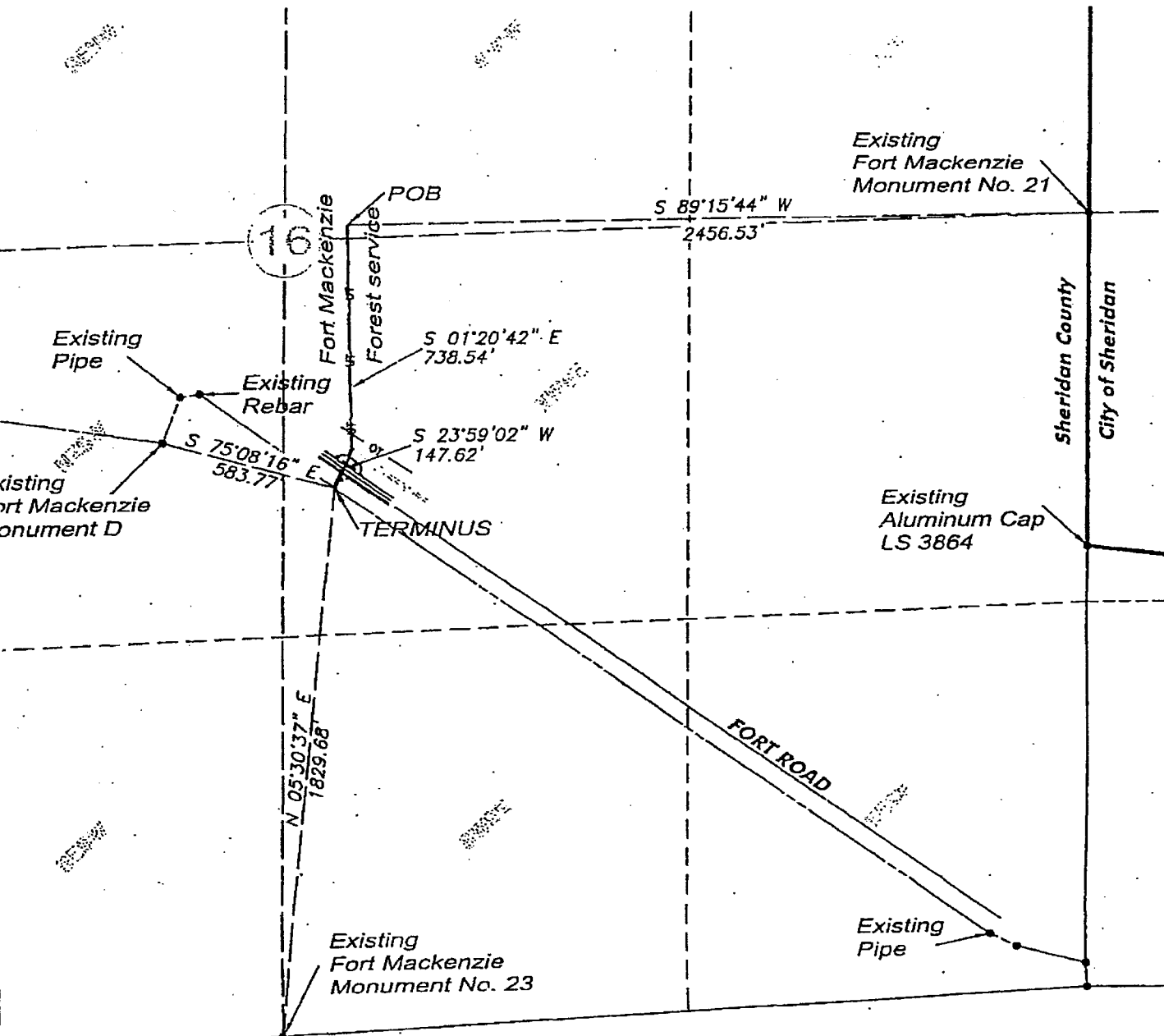
REV.	DESCRIPTION	BY	DATE

**RECORD OF SURVEY
TEN (10) FOOT ACT UTILITY E
VA HOSPITAL PROPERTY
SHERIDAN COUNTY, WYO**

Y:\2009\DRAWINGS\090016 ACT PHONE EASEMENT\090016.dwg, 6/1/2009 9:18:59 AM, 1:1



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY WY CLERK



NO. 2011-686035 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
ADVANCED COMM TECHNOLOGY P O BOX 7039
290 N BROOKS ST SHERIDAN WY 82801

EASEMENT
MING



Architects
Engineers
Surveyors

237 North Main Street
Sheridan, Wyoming 82801
(307) 672-1711 P
307-674-3014 F

DATE: 29 MAY 09
DRAWN BY: wcp

PROJECT NO.
09016

SCALE: 1" = 500'

SHEET NO.

ONE