

Corrected Utility Right-of-Way Easement

W/O No.:

Subdivision: Sugarland South Replat

KNOW ALL MEN BY THESE PRESENTS, The Undersigned, **SUGAR LAND DEVELOPMENT COMPANY**, a Partnership, (GRANTOR), whose address is 23 Country Club Lane, Sheridan, WY 82801, for good and valuable consideration, the receipt thereof is hereby acknowledged, do hereby grant unto **ADVANCED COMMUNICATION TECHNOLOGY, INC.**, (GRANTEE) whose address is 290 N Brooks St., Sheridan, Wyoming 82801, (GRANTEE) 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:

This Corrected Utility Right-of-Way Easement is being filed to correct the legal description of a previous Easement recorded on 10/26/2010 in Book 519/Page 0656, number 682360.

A strip of land ten (10) feet in width situated in Block 2, Lot 7 of the Replat of Sugarland South, an Addition to the City of Sheridan, Sheridan County, Wyoming; said ten (10) feet being contiguous to and parallel with the most southerly boundary, extending from the southwesterly corner to the northeasterly corner a distance of 305.5 feet.

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 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.

Grantee, its successors and assigns, shall have the right and benefits necessary or convenient for the full use of the rights herein granted; including, the right of reasonable ingress and egress across the lands of the Grantor to and from the right-of-way.

Grantor has the right to fully use and enjoy the surface of the right-of-way except 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 obstructions 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 part.

In the event of physical damage caused to the Landowners property, including improvements thereon, the damage and any cost thereof will be the sole responsibility of the Grantee. All disturbed surfaces will be corrected or otherwise restored to as near original condition as feasible.

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 law.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 5<sup>th</sup> day of January, 2011, signed, sealed and delivered in the presence of:

Homer Scott Jr.  
Homer Scott, Jr., General Partner Sugar Land Development Company (Grantor)

Homer Scott Jr.  
(Printed Name)

STATE OF Wyoming  
COUNTY OF Sheridan

2011-686953 3/17/2011 10:27 AM PAGE: 1 OF 1  
BOOK: 524 PAGE: 15 FEES: \$8.00 SM CORRECTED EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

The foregoing instrument was acknowledged before me by: Homer Scott Jr.  
this 5<sup>th</sup> Day of January, Year 2011  
Witness my hand and official seal.

(Signed) Carolee Davis  
Notary Public  
(Print or Type name)

