

Utility Right-of-Way Easement

659052 RIGHT OF WAY EASEMENT
BOOK 512 PAGE 0039
RECORDED 12/31/2009 AT 10:55 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

W/O No.: _____
Township: _____
Range: _____
Sec. No.: _____

KNOW ALL MEN BY THESE PRESENTS, the Undersigned Grantor(s), Mahadev Motel, Inc., (GRANTOR), whose address is 1140 East Brundage Lane, Sheridan, Wyoming 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:

A tract of land being 4 feet wide, located in Tract 4 of Brundage Place, A subdivision in Sheridan County, Wyoming as shown on Exhibit A, which by reference is incorporated herein and made a part hereof. Grantor hereby agrees to allow the substitution of Exhibit A with an as built description and survey of the easement area, which will be referenced as Exhibit A and Exhibit B and shall be incorporated herein and made a part hereof.

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. It is further understood that Grantor has reserved the right to construct a parking area over the easement area being granted and should Grantee need to enter into the easement area, any damages will be reclaimed by Grantee to the satisfaction of the Grantor.

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. Grantee further agrees that should the area in which the cable is located in, will be moved at the Grantee's sole expense should the need arise that an improvement will be constructed over any portion of or all of the easement area being granted.

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. It is also agreed between the parties that the Grantor will grant permission to the Grantee to operate equipment or work outside of but adjacent to the easement area being granted in order to construct, install, maintain or remove the buried cable.

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 ____ day of: _____, 2009, signed sealed and delivered in the presence of:

Mahadev Motel, Inc.

By: Kirti Patel
Representative for Mahadev Motel, Inc.

By: _____
Representative for Mahadev Motel, Inc.

KIRTI PATEL

(Printed Name)

(Printed Name)

~~(Seal of Corporation)~~ 10

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Kurt Lotel this 28

Day of: May 2009.
Witness my hand and official seal.

(Signed) Joel T. Peckham (Seal)
Notary Public



Joel T. Peckham
(Print or Type name)
My Commission Expires: 6-8-13

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____

Day of: _____ 2009.
Witness my hand and official seal.

(Signed) _____ (Seal)
Notary Public

(Print or Type name)
My Commission Expires: _____

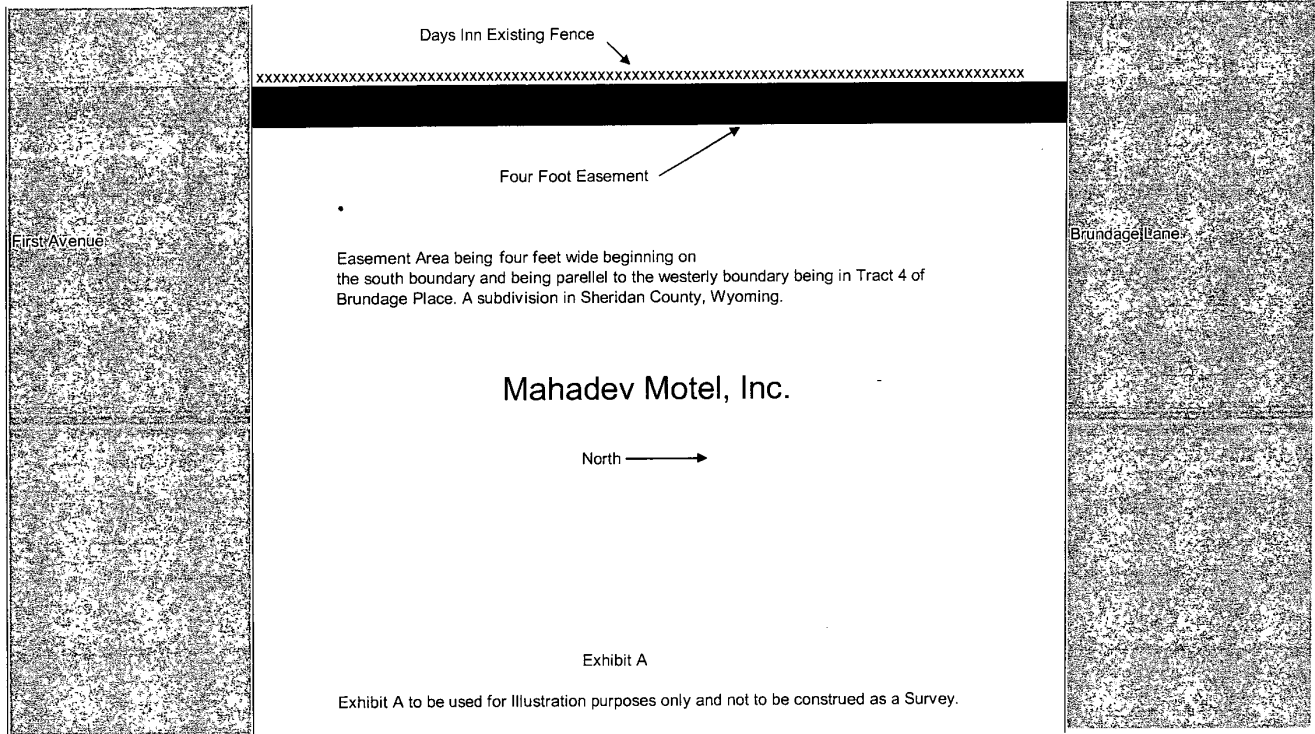
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____

Day of: _____ 2009.
Witness my hand and official seal.

(Signed) _____ (Seal)
Notary Public

(Print or Type name)
My Commission Expires: _____



Easement Area being four feet wide beginning on the south boundary and being parallel to the westerly boundary being in Tract 4 of Brundage Place. A subdivision in Sheridan County, Wyoming.

Mahadev Motel, Inc.

North →

Exhibit A

Exhibit A to be used for Illustration purposes only and not to be construed as a Survey.