## **Utility Right-of-Way Easement**

## RECEIVED JUN 2 6 2009

W/O No.<u>8110</u> Township:561 Range: 84V Sec. No. 2

KNOW ALL MEN BY THESE PRESENTS, The Undersigned Grantor SPRECKLES SUGAR COMPANY, INC. (GRANTOR) for a good and valuable consideration, the receipt thereof is hereby acknowledged, does hereby grant and quitclaim unto ADVANCED COMMUNICATIONS TECHNOLOGY, INC.., (GRANTEE) whose post office address is Sheridan, Wyoming 82401, (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 strip of land sixteen (16) feet wide lying entirely within SE1/4, SW1/4, SECTION 21, TOWNSHIP 56N, RANGE 84W, more particularly being THE NORTH SIXTEEN (16) FEET and THE EAST SIXTEEN (16 FEET of that parcel recorded by the Sheridan County, Wyoming Clerk in BOOK 387 PAGE 396. This easement is bordered on the North by property owned by Sheridan County School District Number two and on the East by the Right-of-Way of Long Drive.

The right-of-way and easement is granted for the purpose of constructing, reconstructing, maintaining, operating, repairing, inspecting, surveying, altering, replacing, and/or removing 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. The right-of-way and easement herein granted is non-exclusive, and Granto may continue to use the easement area for any purpose whatsoever not inconsistent with the rights herein granted.

Grantee, its successors and assigns, shall have the rights and benefits necessary or convenient for the full use of the rights herein granted: including reasonable rights of ingress and egress across the lands of the Grantor to and from the nearest right-of-way. Grantee shall pay for all damages to landscaping, roads and driveways, fences, livestock, fields, drain tile, and other property caused by the construction or maintenance of Grantee's fixtures or equipment. Grantee shall not overburden the easement. Grantee shall procure commercially reasonable amounts of liability insurance with respect to the easement area and its use thereof, and shall provide evidence of the same to Grantor upon request. If Grantee abandons the easement for twelve (12) consecutive months, the easement shall be automatically terminated, and Grantee shall have no further right to any fixtures or equipment remaining in the easement area. If Grantee fails to uphold any of its obligations hereunder, and such failure continues for ten (10) days after notice and opportunity to cure, Grantee may terminate this easement, exclude Grantor from the property, and remove all of Grantor's fixtures and equipment therefrom.

Upon termination of this Easement, Grantee shall immediately remove all fixtures or equipment installed on the easement area to a depth of three (3) feet, and shall restore the surface to the condition it existed prior to such removal.

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. Grantor makes no warranty of any kind with respect to the above-described property or the easement herein granted. Either party may assign its rights to the agreement or delegate its duties as specified herein in whole or in part.

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be used, stored, disposed of or released any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute or ordinance. Should any claim or action be brought against a party or in connection with the property with respect to any of the foregoing, such party shall immediately notify the other party and shall indemnify the other party from all costs associated with such claim or action.
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.
In consideration of the rights herein granted, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee shall install fiber optic cable up to the existing improvement on Grantor's property, at a point of connection designated by Grantor. The installation of such fiber optic cable shall be at no cost to Grantor. The parties may enter into a mutually agreeable service agreement within thirty (60) days of the installation and service shall be provided by Grantee at competitive rates.
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24 day of:, 20_09, signed, sealed and delivered in the presence of:
× Mark In x Menletto
Mark Law MICHAGE S FOX
(Printed Name) (Printed Name)
STATE OF WYOMING } 645623 RIGHT OF WAY EASEMENT BOOK 507 PAGE 0399 }ss. RECORDED 07/07/2009 AT 02:29 PM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK
The foregoing instrument was acknowledged before me by: Mark Law + Michael 5 40x this
Day of: June 20 09 MARY WELTER - NOTARY PUBLIC
Witness my hand and official seal.  (Signed)  Notary Public  County of Sheridan  State of Wyoming  My Commission Expires 1/2 2 1/2
Mary Welter My Commission Expires 1/22/12

1