

## QUITCLAIM DEED OF EASEMENT

The City of Mills, Wyoming, grantor, a municipal corporation organized under the laws of the State of Wyoming and situate in Natrona County, State of Wyoming, for and in consideration of ONE DOLLAR, and other good and valuable consideration, QUITCLAIMS TO Mountain West Technologies Corporation, a Wyoming Corporation, grantee, of Natrona County, and State of Wyoming the following described easement for installation, use and maintenance of fiberoptic cables and associated utility and related services over such portion of Parcel A (the "**Easement Area**"), more particularly described by a metes and bounds description and a diagrammatic sketch with a cross hatched portion indicating the Easement Area, on Exhibit A attached hereto and made a part hereof.

Grantor, in making this quitclaim grant of easement, does not warrant or represent that it has, as the time of the granting of this instrument, legal or equitable title in the Easement Area, but rather conveys the interest described herein to the extent that it has the same.

This interest conveyed herein, to the extent that it may be conveyed, is for a perpetual, non-exclusive utility easement in, under, upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Grantee for the purpose of installing, using and maintaining communication services equipment including but not limited to fiberoptic cables and lines, coax cable, conduit, and junction boxes, and other appurtenant equipment which may be installed as necessary from time to time (the "Facilities"), with the right to reconstruct, improve, maintain, inspect, enlarge, change the voltage as well as the size of the Facilities.

Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel A as a result of the Easement or Grantee's activities in the Easement Area, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area.

All right, title, and interest in and to the Easement Area, if any, under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Easement Area; or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring the Easement Area after such installation. Grantor shall have the right to grant additional easement rights in the Easement Area, provided same shall not interfere with, or otherwise adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with, or adversely affect any of Grantee's rights herein.

Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

**GRANTOR:**

City of Mills

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**GRANTEE:**

Mountain West Technologies Corporation, a Wyoming Corporation

By: \_\_\_\_\_

Name: Kyle Ridgeway

Title: President

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me by Kyle Ridgeway, as authorized agent of Mountain West Technologies Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**  
**DESCRIPTION OF EASEMENT AREA**

**[Attached]**