# SHERIDAN COUNTY AIRPORT AIRPORT BUSINESS PARK LEASE AGREEMENT

The County of Sheridan, State of Wyoming ("County"), and Seven Pillars Resources LLC ("Lessee") enter into this lease agreement ("Agreement"). In consideration of the mutual covenants contained herein, the parties agree as follows:

#### I. LEASED PREMISES.

County leases to Lessee, a tract(s) of land shown on **Exhibit A**, *RECORD OF SURVEY for Lease Areas Sheridan County Airport Business Park Phase 1*, recorded in the Office of the Sheridan County Clerk on February 27, 2006 in Drawer <u>A</u> Plat No. <u>352</u>, attached hereto (the "Premises"), together with the right of ingress and egress.

A tract or tracts of land situated in a portion of the N1/2SW1/4, SE1/4NW1/4, Section 3, Township 55 North, Range 84 West, 6<sup>th</sup> Principal Meridian and more particularly described as follows:

LA-1, Block 1; said leased area contains 0.56 acres of land more or less.

LA-2, Block 1; said leased area contains 0.52 acres of land more of less.

LA-3, Block 1; said leased area contains 0.505 acres of land more or less.

LA-1, Block 2; said leased area contains 0.94 acres of land more or less.

LA-1, Block 3; said leased area contains 0.92 acres of land more or less.

#### II. USE OF PREMISES.

LA-1 and LA-2, Block 1 shall be used for the express purpose of constructing a storage and manufacturing facility for EMIT Water Discharge Technology LLC.

LA-3, Block 1 shall be used for the express purpose of constructing a Corporate Hangar for NST Investments LLC.

LA-1, Block 2 and LA -1, Block 3 shall be used for the express purpose of constructing office complexes in association with NST Investments LLC, EMIT Water Discharge Technology LLC, and EMIT Technologies, Inc.

## A. LESSEEE'S RIGHTS AND OBLIGATIONS.

- 1. Lessee shall, at its sole expense, maintain and repair the Premises and any improvements existing, installed, altered, or constructed in a reasonable appearance and state of repair with normal wear and tear excepted. In the event Lessee fails to so reasonably maintain or repair the Premises or improvements, County may, after providing written notice to Lessee, enter the Premises and perform the maintenance or repair. Lessee shall pay the costs of any such maintenance or repairs in addition to all other rental fees and other charges.
- Lessee shall keep the Premises clean, safe, and orderly at all times and shall provide a proper arrangement for the sanitary handling and disposal of all rubbish, grass clippings, and other waste products.
- Lessee shall maintain all landscaped areas and keep parking lots and access roads on the Premises reasonably clear of snow.

### B. COUNTY'S RIGHTS AND OBLIGATIONS.

1. County shall indicate to Lessee in writing its approval of any proposed leasehold improvements based on submitted plans and specifications.

- 2. County, its employees, agents, and representatives shall have the right to enter upon the Premises to inspect the Premises at any reasonable hour with reasonable notification. This Agreement does not authorize County to inspect confidential records, files, or documents.
- 3. County reserves a right of flight for the passage of aircraft in the airspace above the surface of the Premises and for the noise and fumes inherent in the operation of aircraft including landing, taking off, and operating aircrafts now known or hereafter used for flight or navigation.
- 4. County shall be responsible for street maintenance and snow removal on Aviation Drive, Aero Loop, and Hangar Avenue.

#### III. LEASEHOLD IMPROVEMENTS.

#### A. GENERAL CONDITIONS

- 1. Lessee shall, at its sole expense, pay all costs and expenses associated with the construction of all building(s) and improvements on the Premises.
- 2. Lessee shall submit to Airport Management for approval a complete set of plans and specifications of all proposed construction to include but not limited to:

**Building plan** – showing the type of building construction desired, type of building foundations proposed, type of exterior coverings facade and colors, roof materials etc., exterior building elevations, and floor plan including all dimensions. The building plan shall include an architectural streetscape view of all four sides of the building.

Site plan- a graphic representation of the proposed development showing the boundary of the site, all building locations, landscaped areas, site access, parking, drive and loading areas. The site plan shall be drawn to an appropriate scale (1"=30', 1"= 40', etc.) and shall include the dimension of all lots, and include a complete land development summary which includes gross site area, floor area, landscape area, lot coverage by principal and accessory structures, and number of parking and loading areas proposed.

Landscape plan- concept level landscape plan to include locations and general description (deciduous, conifer, shrub, ground cover, turf, etc.). Any special use areas such as common areas and snow storage should be shown. Names of planting materials, sizes, quantities and a planting and maintenance plans for all proposed plant materials should be provided.

Grading and drainage plan- conceptual plan showing existing and proposed contours with drainage depicted by flow arrows.

*Utility plan*- horizontal utility layout showing service lines and how they will be routed from mains. Any easements should be shown on this plan. These plans and specifications once approved shall be attached to this Agreement as **Exhibit B**.

- 3. All submittals shall bear the seal of a Professional Engineer or Architect, registered in the State of Wyoming.
- 4. Lessee shall file FAA Form 7460-1 with the Federal Aviation Administration ("FAA") and obtain approval from the FAA prior to commencing any construction or alteration; Airport Management shall be copied on all correspondence to FAA.
- 5. Lessee shall diligently pursue construction of the building(s) / improvements so that they will be completed within six (6) months from the date of this Agreement. Lessee shall not be responsible if the

- completion is delayed by virtue of strike, catastrophes, shortage of material, delays occasioned by actions of local, state, or federal agencies, or acts of God, or other causes beyond the control of Lessee.
- 6. No structural changes may be made to any building(s) or improvements to be constructed as approved by County, without having first secured written approval of County, which approval shall not be unreasonably withheld.
- 7. All access roads and parking areas on the Premises shall be paved.
- 8. Lessee shall establish compatible drainage and grading relationships between buildings, parking areas, roadways, ramps, aprons, and adjacent properties that will provide positive drainage of storm water run-off to the existing storm water drainage system. Lessee shall be responsible for assuring that any proposed alteration of grading or drainage shall not result in damage to any other real or personal property adjacent to or in the vicinity of the Premises. All grading and drainage plans shall be approved by Airport Management.
- 9. Lessee shall obtain prior written approval of the Airport Manager to install signs or otherwise alter or construct improvements on the Premises. Such approval shall not be unreasonably withheld. Lessee is responsible for all costs associated with such installation, alteration, and construction.
- 10. Exterior lighting shall be placed or shielded so it does not cause glare or excessive light spillage onto adjacent properties, runways, taxiways, taxilanes, ramp areas, or roadways.
- 11. Lessee shall within forty-five days after full development of each lot, provide the Airport Management with a complete set of <u>as-built</u> drawings for the improvements that include at a minimum the plans required in III.A.2 of this Agreement.
- 12. Lessee shall at the end of the term of this Agreement, convey good and merchantable title to all building(s), fixtures, and leasehold improvements in favor of County.
- 13. Should the Agreement be terminated prior to the expiration of the term because of Lessee's default, all building(s) and leasehold improvements become the property of County, subject only to the security interests of Lessee's building financier.

#### B. SPECIAL CONDITIONS FOR LOT LA-3, BLOCK 1

- Lessee shall provide an apron for aircraft parking on Premises meeting design criteria for the aircraft weight contemplated and approved by the Airport Manager.
- 2. Lessee shall install a chain link security fence along the airside of the Premises that meets or exceeds FAA design criteria and approved by the Airport Manager. Airport Management maintains an approved set of design guidelines and specifications for security fencing. All gates providing access through the security fence to the airside must be locked at all times.
- 3. All hangar floors shall meet the design criteria for the aircraft weight contemplated.

#### IV. TERM.

This Agreement is for a term of thirty years, commencing May 1, 2006 and ending April 30, 2036 (the "termination date"), inclusive, unless sooner terminated in accordance with the provisions herein. On the termination date, Lessee shall have the first right of refusal to lease the Premises under new term and conditions. Lessee shall request a copy of the proposed new terms within six months of the termination date and County shall within six weeks of receipt of the request provide same. Such terms shall be reasonable and more favorable terms shall not be given to a third party for a period of one year if such terms are rejected by Lessee. However, if Lessee breached the initial Agreement and notice of any breach was provided to Lessee in writing more than once during the term of this Agreement, then the foregoing one year restriction is void.

#### V. RENTAL FEE.

Lessee shall pay to County the rental fee monthly in advance, on or before the 10th day of each month during the term of this Agreement. The monthly rental fee for the first ten year period of the lease shall be as follows: effective May 1, 2006 the monthly rental fee shall be \$375.00; effective May 1, 2008 the monthly rental fee shall be \$469.00; effective May 1, 2010 the monthly rental fee shall be \$586.00; effective May 1, 2012 the monthly rental fee shall be \$732.00; effective May 1, 2015 the monthly rental fee shall be \$916.00; effective May 1, 2016 and for the remainder of the term of this Agreement the monthly rental fee shall be increased or decreased per the National Consumer Price Index (NCPI) West Urban all items for the immediately preceding five year period. The rental adjustment shall take place on May 1 in the years, 2021, 2026, and 2031. No increase shall exceed 8% of the rental fee last paid by Lessee. A delinquency charge of 1.5% per month shall be added to any rental fee that is more than thirty days delinquent. Lessee shall deliver all fees due County to the Office of the Airport Manager, Sheridan County Airport, 908 W. Brundage Lane, Sheridan, Wyoming 82801.

#### VI. INSURANCE.

#### A. LESSEE'S REQUIREMENTS.

- 1. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, comprehensive general liability and property damage insurance of not less than \$1,000,000 per occurrence protecting County against any and all liability from Lessee's use of the Premises or this Agreement. Lessee shall obtain and maintain fire insurance in an amount approved by County, but not in excess of the current value of the improvements. The insurance policy(s) specified above shall name County as an additional insured. Lessee shall furnish a certificate from the insurance carrier(s) showing insurance to be in full force and effect during the term of this Agreement. All policies shall provide for a minimum of ten working days notice to County in the event of cancellation, non-renewal, or material change in the terms.
- 2. Lessee shall provide and maintain such fire protection equipment as required by its fire insurance underwriters and local fire codes.
- 3. Lessee bears sole risk of loss to all personal property on the premises.
- B. <u>COUNTY'S REQUIREMENTS.</u> County shall not build or permit to be built any structures or other hindrances within a reasonable amount of area immediately adjoining the Premises in order that free and ready access to Lessee's building and other improvements may be had for fire prevention and fire fighting purposes.

#### VII. GENERAL COVENANTS.

- A. CONDITION OF PREMISES. Lessee acknowledges that it has physically examined the Premises upon which the improvements will be constructed prior to execution of this Agreement and acknowledges that the Premises are in satisfactory condition for the intended uses. County had made no representations to Lessee relating to the condition of the Premises except as are specifically provided in this Agreement.
- B. <u>UTILITIES</u>. Lessee shall, at its sole expense, pay all costs and expenses required to extend any utility lines from their current location to the Lessee's improvements and to bury all utilities and be responsible for the payment of all utilities service hookups, including plant investment and tap fees payable to the City of Sheridan for water and sewer hookups on the Premises and promptly pay for all utilities including, but not limited to trash removal, water, gas, sewer, electric, cable, and telephone.
- C. TAXES. Lessee shall pay such taxes as may be levied upon all improvements by the County of Sheridan during the term of this Agreement. It is the understanding that any improvements placed on the Premises shall be considered property of Lessee for the purpose of assessing taxes.
- D. <u>SUB-LEASING</u>. Lessee shall not sublet said Premises or any other part thereof without the written consent of County. County shall not unreasonably withhold consent to any reasonable corporation, individual or other business.
- E. <u>ASSIGNMENT</u>. This Agreement is not assignable without the prior written consent of the parties. County acknowledges that Lessee will make a substantial investment on the Premises and, therefore, shall not unreasonably withhold consent to any such assignment to any responsible corporation, individual or other business entity capable of receiving such assignment. Neither this Agreement nor any interest herein shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
- F. <u>MODIFICATION</u>. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- G. NONWAIVER. Any waiver by County of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- H. NOTICE. Any notice given by one party to the other in conjunction with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certification fees prepaid:

If to County, addressed to:
Office of the Airport Manager
Sheridan County Airport
908 W. Brundage Lane
Sheridan, WY 82801

If to Lessee, addressed to:
Seven Pillars Resources LLC
Casey or Sue Osborn

P.O. Box 561 Sheridan, WY 82801

#### I. NON-DISCRIMINATION.

- Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- In all use and operation of the Premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
- 3. County reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection shall constitute a material breach of this Agreement.

#### J. REQUIREMENTS OF THE UNITED STATES.

- 1. The parties hereto acknowledge that this Agreement is subject to the lawful emergency demands of one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the United States, including a lawful demand to deliver possession of all of the Premises as promptly as possible. In the event of any loss of use of the Premises by Lessee, Lessee shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or, at its election, it may share on an equitable basis in any award which may be made for the taking of all the Airport property of which the Premises is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination of all the rights to be enjoyed by Lessee hereunder, then during such time of suspension Lessee shall be excused from paying rent and the term of this Agreement shall be extended on the same terms expressed herein for a time equivalent to such suspension.
- 2. County reserves the right to further develop or improve the landing area of the Airport as it deems fit, regardless of the desires or views of Lessee, and without interference. Lessee understands that this Agreement is subordinate to provisions and requirements of any existing and future agreements between the County and the United States relative to the development, operation or maintenance of the Airport.
- 3. Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the Premises, and on any alterations of the structure.
- 4. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- 5. Lessee shall faithfully observe and comply with all applicable airport, municipal, state, and federal ordinances, laws, rules, programs and regulations as they are now or as they are enacted affecting use of the Airport and the SCA Business Park, whether established by the Airport

Manager, by Sheridan County, by the State of Wyoming or the United States, or agencies thereof, provided that such rules shall apply to all users of the Airport and the SCA Business Park and shall not be made specific to Lessee alone.

#### K. DEFAULT AND TERMINATION.

- 1. If Lessee defaults in performance of any term of this Agreement and that default remains for a period of thirty days after written notice of default, County may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the Premises, either with or without process of law, and remove Lessee and Lessee's personal property. County may also use any manner allowed by law to regain possession. If County defaults in its performance of any term of this Agreement and that default remains for a period of thirty days after written notice of default, Lessee may terminate this Agreement.
- Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within twenty days remove all personal property from the Premises. Any remaining property is deemed abandoned by Lessee and belongs to County
- 3. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges due pursuant to this Agreement.
- 4. This Agreement may also be terminated upon mutual written agreement by the parties.
- L. <u>BUILDING CODES.</u> Lessee shall comply with all requirements of local, state or federal laws and building codes.
- M. <u>BUILDING PERMITS.</u> Lessee shall obtain all permits required for construction of improvements. Lessee shall, at its sole expense, pay all costs and expenses associated with obtaining said building permits.
- N. <u>INDEPENDENT CONTRACTOR.</u> Lessee is an independent contractor and not an employee or agent of County. The selection, retention, assignment, direction, and payment of Lessee's employees shall be the sole responsibility of Lessee, and County shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.
- O. <u>INDEMNIFICATION</u>. Lessee shall indemnify, defend, and save County, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of Lessee or its agents or employees or through any injury or casualty occurring on the Premises as a result thereof unless gross negligence or willful misconduct by County, its agents, officers, representatives or employees was the proximate cause.

County shall indemnify, defend, and save Lessee, its agents, officers, representatives and employees, harmless from and against any and all penalties, liability or loss, including costs and attorney fees resulting from claims or court action, whether civil, criminal or in equity, arising directly or indirectly out of acts or omissions of County or its agents or employees or through any injury or casualty occurring on the Premises as a result thereof unless gross negligence or

willful misconduct by Lessee, its agents, officers, representatives or employees was the proximate cause.

- P. <u>GOVERNMENTAL IMMUNITY</u>. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- Q. <u>WYOMING LAW.</u> This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- R. <u>SEVERABILITY</u>. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- S. <u>HEADINGS</u>. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- T. <u>ENTIRE AGREEMENT</u>. This ten page document and all Exhibits constitute the entire agreement between the parties and supersedes all prior agreements between the parties covering the subject matter hereof.
- U. <u>NO THIRD PARTY BENEFICIARY INTENDED.</u> This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- V. <u>AGREEMENT CONSTRUCTION</u>. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.

By signing below the parties agree to the above-terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party.

SHERIDAN COUNTY AIRPORT	BOARD OF COUNTY COMMISSIONERS
,	Sheridan County, Wyoming
BY: John W. Stopka Date Airport Manager	Terry L. Cram, Chairman / Date  4/18/06  Torry L. Cram, Chairman / Date
	Ky Dixon, Commissioner Date
	Lawrence Durante, Commissioner Date
ATTEST:	
Audrey Koltiska, County Clerk Date	
Approved as to Form:	
County Attorney (Deputy) Date	6
county attorney (provide)	
STATE OF WYOMING ) ) ss. COUNTY OF SHERIDAN )	
The foregoing instrument was acknowledge Cram on April 20, 2006, April 20, 200	d before me by Ky Dixon, Lawrence A. Durante, and Terry L. 6, and April 18, 2006, respectively, and John Stopka.
WITNESS my hand and official seal.	Carla J Raymond
My Commission Expires:	$\mathbf{V}$

CARLA I. RAYMOND - NOTARY PUBLIC

My Commission Expires April 22, 2007

County of Sheridan State of Wyoming

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BY: Dusan Oslon 4/2/06 Date
STATE OF WYOMING )
COUNTY OF SHERIDAN )
The foregoing instrument was acknowledged before me by SUSAN OSBOYN on
WITNESS my hand and official seal.  Brithin Pindise  Notary Public

My Commission Expires:

Seven Pillars Resources, LLC

BRITTANI PINDER NOTARY PUBLIC
COUNTY OF SHERIDAN WYOMING
MY COMMISSION EXPIRES 3-12-09



## SCALE: 1"=100'

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE) DISTANCES ARE SURFACE

## GRAPHIC SCALE



( IN FEET )

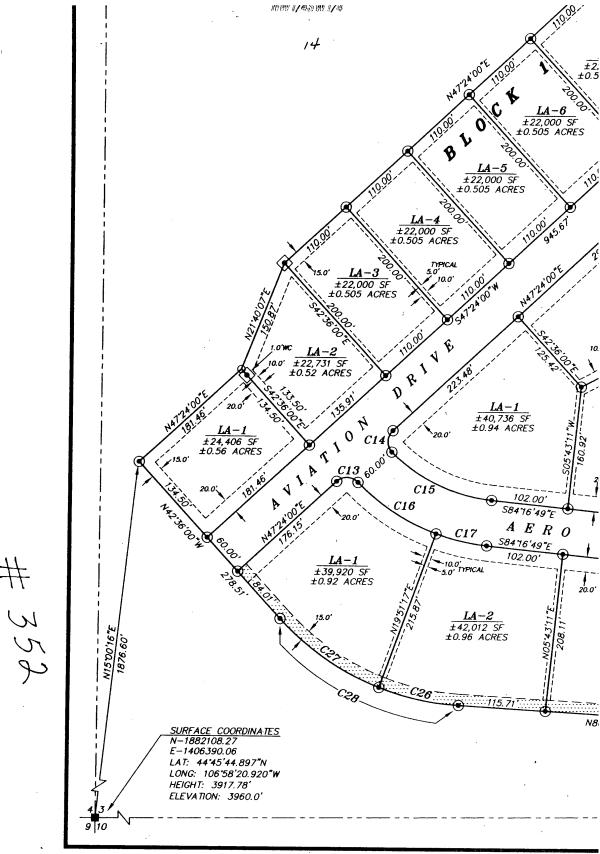
1 inch = 100 ft.

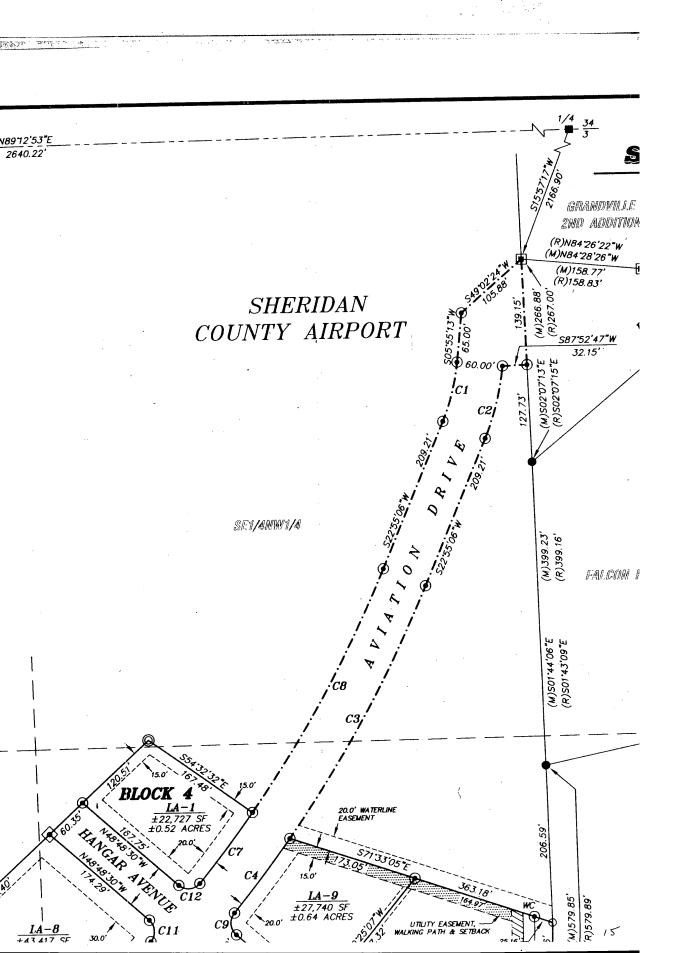
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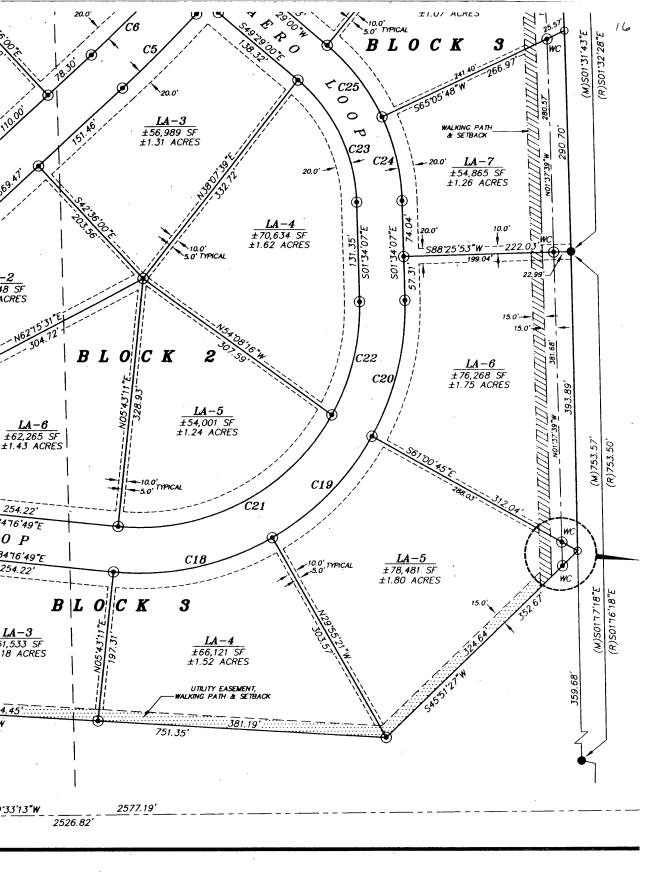
NAD 83(1993), NAVD 88 (U.S. SURVEY FEET) GEOID-03 CITY OF SHERIDAN DATUM ADJUSTMENT FACTOR: 1.000235 DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE WYOMING STATE PLANE COORDINATES (EAST CENTRAL ZONE)

NO1"52"01"W 5386.89"

939.26







# LEASE AREAS ERIDAN COUNTY AIRPORT BUSINES

A PORTION OF THE N1/2SW1/4, SE1/4NW1/4, SECTION 3, T55N, R84W, 6T SHERIDAN COUNTY, WYOMING.

TWENTY FOUR (24) LEASE AREAS, CONTAINING ±23.87 ACRES:

ROADS CONTAIN ±5.38 ACRES:

TOTAL = ±29.25 ACRES

LEGEND:

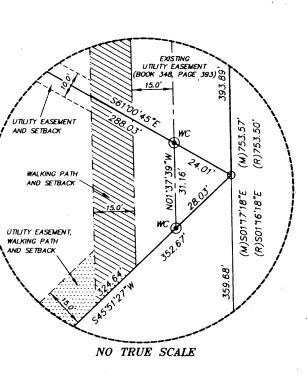
	FOUND	1-1/2"	ALUMINUM	CAP	PER	PLS	2615
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- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND UNMARKED ALUMINUM CAP (WITNESS CORNER)
- FOUND 3" BRASS CAP PER PLS 529
- SET 2" ALUMINUM CAP PER PLS 6812
- SET 1-1/2" ALUMINUM CAP PER PLS 6812
- O 2-1/2" ALUMINUM CORNER POST (CHAIN LINK FEN
- CALCULATED, NOTHING FOUND/NOTHING SET
  - (R) RECORD
  - (M) MEASURED
  - WC WITNESS CORNER
- LA LEASE AREAS
- SECTION LINE
  INTERIOR SECTION LINE
- PROPERTY/TRACT/LOT OR LEASE LINE
- RIGHT-OF-WAY LINE (PUBLIC INGRESS, EGRESS &
- ..... UTILITY EASEMENT & SETBACK LINE
- \_\_\_\_\_ UTILITY EASEMENT, WALKING PATH & SETBACK LI.
  \_\_\_\_\_ SETBACK & WALKING PATH RIGHT-OF-WAY LINE
- WEST LINE OF EXISTING UTILITY EASEMENT (BOOK
  - CENTERLINE OF EXISTING UTILITY EASEMENT (BOO
    - WALKING PATH & SETBACK
      - UTILITY EASEMENT, WALKING PATH & SETBACK

CURVE TABLE					
CURVE	DELTA	RADIUS	' ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	16.59.54.	270. 00'	80. 10'	N14°25′ 09°E	79. 81'
c2	16*59'54"	330. 00'	97. 90'	N14°25′09°E	97. 54'

EVELOPMENT

L4	4.03.13.	1/3U. C1	166. 40	1137 E7 UU L	166, 77
<i>C</i> 5	4*34'31"	1730. 21'	138. 16′	N45°06′45°E	138. 12'
C6	4*30′16*	1670. 21'	131. 31'	N45°08′ 52°E	131. 28′
C7	4*00'26*	1670. 21'	116. 81'	N37°27′41°E	116. 79'
C8	12*32'22*	1670. 21'	365. 53°	N29°11′17°E	364. 80′
C9	90° 40′ 21°	20. 00′	31. 65′	S04°49′10°E	28. 45'
C10	91*58′ 37*	20. 00′	32. 11′	S86*30′19″W	28. 77′
C11	88*38'21"	20. 00′	30. 94'	NO3*07'41"W	27. 95′
C12	88*36′59*	20. 00°	30. 93'	N85°29′59°E	27. 94'
C13	90*00′ 37*	20. 00°	31. 42'	` N87°36′18″₩	28. 29′
C14	89*59′13*	20. 00′	31. 41'	S02°23′36′W	28. 28′
C15	39°03′43°	220. 00'	149. 99'	S64°44′58′E	147, 10'
C16	25°29′18°	280. 00°	124. 56'	S57°24′04°E	123. 53'
C17	14°08′06°	280. 00'	69. 08′	S77°12′46′E	68. 90'
C18	35° 38′ 32°	350. 00′	217. 73'	N77*53′55*E	214. 23'
C19	31°05′23°	350. 00′	189. 92'	N44°31′57°E	187. 60'
C20	30*33′22*	350. 00'	186. 66'	N13°42′34′E	184. 45′
C21	66*31′29*	290. 00°	336. 71'	N62°27′26°E	318. 11'
C22	30° 45′ 49°	290. 00'	155. 71′	N13° 48′,47° E	153. 84'
C23	47*54′53*	220. 00°	183. 98′	N25° 31′ 33° W	178. 66′
C24	23°20′05°	280. 00°	114. 04′	N13°14′10°W	113. 25′
C25	24*34′48*	280. 00′	120. 12'	N37°11′36″W	119. 20'
C26	17° 46′ 50°	350. 00′	108. 61'	S77°49′19°E	108. 18′
C27	26°19′55°	350. 00′	160. 85′	` \$55 <b>* 4</b> 5′ 57 <b>*</b> E	159. 44′
C28	44*06′44*	350. 00°	269. 47'	S64*39'22*E	262. 86′



 $\blacksquare_{50.37}^{-}, \frac{3}{10}$ 



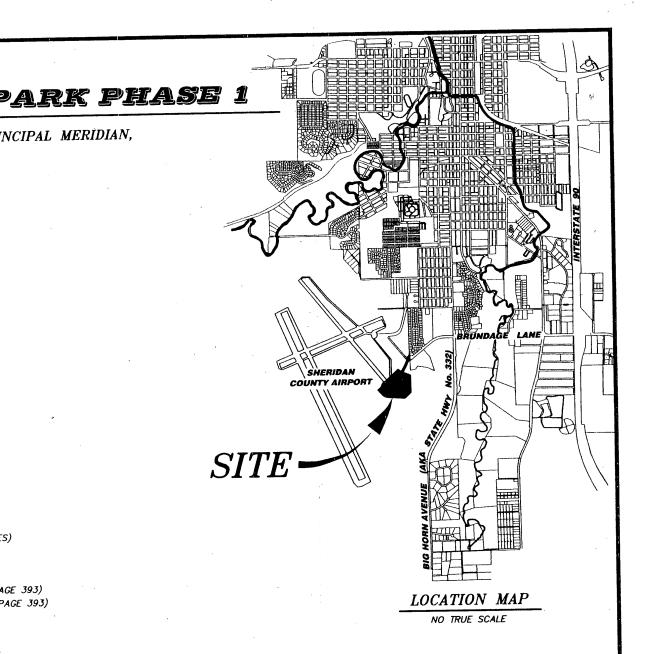
## SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss

I, THOMAS D. TUCKER A DULY REGISTERED LAND SURVEYOR IN THE WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RE. A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"



#### NOTES:

- 1. THIS IS NOT A SUBDIVISION AND DOES NOT MEET SUBDIVISION STANDARDS.
- 2. THE LEASE AREAS AS SHOWN ON THIS PLAT ARE NOT FOR SALE.
- 3. THERE IS PUBLIC SEWER AND WATER TO SAID LEASE AREAS.
- 4. EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.
- 5. ROADS ARE FOR PUBLIC INGRESS AND EGRESS, PEDESTRIAN WALKING PATH, AND UTILITIES.
- 6. ZONED: AIRPORT ZONE

#### CERTIFICATE OF APPROVAL

## BOARD OF COUNTY COMMISSIONERS

ATTEST:

CHAIRMAN

### CERTIFICATE OF RECORDER

STATE OF WYOMING ):ss

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT  $\frac{4:00}{0}$  O'CLOCK  $\frac{\rho}{0}$  .M.. THIS 27 , DAY OF  $F \in \mathcal{BRUARY}$  , 200 6 , AND IS DULY RECORDED IN DRAWER A , PLAT NO. 352FEE \$ 0.00

STAMP RECEIVING NUMBER 532739

# RECORD OF SURVEY

## LEASE AREAS SHERIDAN COUNTY BUSINESS PARK PH

TSP TWO INC. & SHERIDAN COUNTY TSP PROJECT NO. 02031039 CLIENTS:

LOCATION: N1/2SW1/4, SE1/4NW1/4, SECTION 3, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.

PO BOX 3082

SHERIDAN, WY 82801 307-672-7415 FAX 674-5000

JN: 24048 DN: 2004/2004048LA PF: T2004048 FEBRUARY 20,