

CLEAR ZONE EASEMENT

WHEREAS, Andrea H. Morrison, a widow, Grantor is the owner in fee of that certain tract of land situated in Sheridan County, State of Wyoming, more particularly described as follows, to-wit:

The $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 3, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, all in Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

WHEREAS, Sheridan County, Wyoming, hereinafter called the Grantee, is the owner and operator of the Sheridan County Airport, situate in Sheridan County, Wyoming, in close proximity to the above described property, and

WHEREAS, it is deemed necessary that that portion of the above described property which lies within the southern clear zone approach area of the NW/SE runway of said airport be and remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the said Sheridan County Airport, which said clear zone approach area is more particularly described as follows:

Situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, and NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; beginning at a point which is South 22° 03' East for 4159 feet from the northwest corner of Section 3, Township 55 North, Range 84 West, thence North 50° 48' East for 250 feet, thence South 44° 55' East for 2010 feet, thence South 50° 48' West for 900 feet, thence North 33° 29' West for 2010 feet, thence North 50° 48' East for 250 feet to the point of beginning.

NOW, THEREFORE:

In consideration of the sum of One Dollar (\$1.00), paid by the Grantee to the Grantor, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor for herself, her heirs, successors, and assigns, does hereby covenant and agree with the Grantee, that, for the benefit of the public in its use of said Airport, she will not hereafter erect, or permit the erection or growth, of any structure, tree, or other object within that portion of the land owned by the Grantor herein, which lies within the southern clear zone approach area of the NW/SE runway, to a height above the clear zone approach surface for that approach area, said clear zone approach surface being an inclined plane with a slope of 40:1 (one foot of elevation for each 40 feet of horizontal distance) located directly above the clear zone approach area, which inclined plane has an elevation of 3945 mean sea level at its inner and lower edge and an elevation of 3995 mean sea level at its outer and upper ledge;

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Provided however, that nothing herein contained shall prevent the erection or growth of any structure, tree, or other object to a maximum height of 60 feet from the surface of the ground in an area described as follows:

That part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 06 North, Range 84 West, Sixth Principal Meridian, described as follows: commencing at a point which is North 53°12' West for a distance of 3788 feet from the SE corner of said section 33, Township 06 North, Range 84 West; thence south 50°48' West 620 feet; thence North 44°55' West 637.7 feet; thence North 311.9 feet; thence East 685.5 feet; thence South 33° 20' East 445.3 feet to the point of beginning.

The Grantor(s), for themselves, their heirs, successors and assigns, for the said consideration, do hereby grant and convey to the Grantee, its agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the air space above that part of said approach surface which is directly over the land owned by the Grantor(s), and to remove from such air space, or mark and light, all obstructions to air navigation, any and all structures, trees, or other objects that may at any time project or extend above the said approach surface, together with the right of ingress to, egress from, and passage over the land of the Grantor(s) within the said clear zone approach area for such purposes;

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, its successors and assigns until said Sheridan County Airport shall be abandoned and shall then to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the Grantor(s), that these covenants and agreements shall run with the land, and that, for the purposes of this instrument, that portion of the described land owned by the Grantor(s) herein which lies within the clear zone approach area shall be the servient tenement and the said Sheridan County Airport shall be the dominant tenement.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seals, this 18th day of May, 1965.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 10th day of May, 1965, before me personally appeared Mary A. Kramer and Richard A. Kramer, husband and wife, to be known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

James R. Hoffman
Notary Public

My commission expires on the

4th day of November

1966.

