

**AVIGATION EASEMENT**

**WHEREAS**, P&P Enterprises, A Limited Partnership, Grantors, are the owners in fee simple of that certain tract of land situated in Sheridan County, State of Wyoming, more particularly described as follows, to-wit:

**Legal Description****MOUNTAIN SHADOWS SUBDIVISION**

Know all men by these presents that the foregoing subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners, proprietors or parties of interest in the land shown on this plat, herein designated as Mountain Shadows Subdivision and located within the South Half of the Northwest Quarter (S1/2NW1/4) and the North Half of the Southwest Quarter (N1/2SW1/4) of Section 10, Township 55 North, Range 84 West, of the Sixth Principal Meridian, City of Sheridan, Sheridan County, Wyoming, being more particularly described as Follows:

Beginning at a point located N02°47'33"W, 2606.81 Feet from the South Quarter Corner of said Section 10, said point also being on the West Right-of-Way of Girls School Road South (County Road 115); Thence leaving said Right-of-Way S87°46'00"W, 176.19 Feet; Thence S01°01'36"E, 155.87 Feet; Thence N63°15'37"W, 446.95 Feet; Thence 68°27'57"W, 517.61 Feet; Thence N59°23'35"W, 500.52 Feet; Thence N88°30'19"W, 127.93 Feet; Thence N24°21'26"W, 1364.60 Feet to a point on the South Right-of-Way of County Road 94; Thence along said County Road 94 Right-of-Way N89°08'2"E, 2140.01 Feet to the West Right-of-Way of Girls School Road South (County Road 115); Thence along said Right-of-Way of said Girls School Road South on a curve to the left having a radius of 1492.39 Feet, a length of 219.24 Feet and a Delta of 8°25'01" with a chord bearing and distance of S02°34'15"W, 219.04 Feet; Thence continuing along said Girls School Road South Right-of Way the following courses and distances; S01°38'19"E, 223.84 Feet; Thence S89°27'25"E, 10.37 Feet; Thence S01°42'21"E, 656.26 Feet; Thence S88°29'08"W, 16.67 Feet; Thence S01°39'37"E, 164.02 Feet; Thence N88°08'17"E, 16.37 Feet; Thence S02°14'24"E, 119.55 Feet to the Point of Beginning,

Containing an Area of 59.14 Acres, more or less

**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.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), in hand paid by the Grantee to the Grantor, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Grantors, for

themselves, their heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell and convey under the County of Sheridan, Sheridan, Wyoming, hereinafter called the Grantee, its successors and assigns for the use and benefit of the public, and easement and right-of-way, appurtenant to the Sheridan County Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the surface of Grantors' property to infinite height above said Grantors' property, together with the right to cause in said airspace such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said Sheridan County Airport; and Grantors' hereby waive, remise and release any right or cause of action which they now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, and other effects that may be caused by the operation of aircraft landing at, taking off from, or operation at or on said Sheridan County Airport.

**TO HAVE AND TO HOLD**, said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Sheridan County Airport shall be abandoned and shall cease to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land.

**WITNESS WHEREOF**, the Grantors' have hereunto set their hand and seals this

14 day of January, 2002, A.D.

By: Jack E. Pelissier  
Jack Pelissier, Managing Member  
By: Thomas J. Pilch  
Thomas J. Pilch, Managing Member

#### ACKNOWLEDGMENT

State of Wyoming     )  
County of Sheridan    )

The foregoing instrument was acknowledged before me by Jack Pelissier and Thomas J. Pilch and this 14th day of January, 2002.

Jack A. Grevesen  
Notary Public

(Seal)

My Commission Expires: August 29, 2005

