

CLEAR ZONE EASEMENT

WHEREAS, Rex Haskett and Walter Brewer, Jr.
Grantor(s) is (are) the owner(s) in fee of that certain tract
of land situated in Sheridan County, State of Wyoming, more
particularly described as follows, to-wit:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 56
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 northern
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 SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
of Section 33, Township 56 North, Range 84 West of
the Sixth Principal Meridian, Sheridan County,
Wyoming; beginning at a point which is North 60° 57'
West for 3311 feet from the Southeast corner of
Section 33, Township 56 North, Range 84 West,
thence South 50° 48' West for 250 feet, thence
North 44° 55' West for 2010 feet, thence North
50° 48' East for 900 feet, thence South 33° 29'
East for 2010 feet, thence South 50° 48' West
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(s), and of other good and
valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the Grantor(s), for himself, his
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, he 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(s) herein, which

lies within the northern clear zone approach area of the NW/SE 3/4 of 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 3961 mean sea level at its inner and lower edge and an elevation of 4011 mean sea level at its outer and upper ledge; and

The Grantor(s), for himself, his 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 as 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 cease 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 his hand(s) and seal(s), this 3rd day of November, 1964.

STATE OF Mont.)
COUNTY OF Sheridan) ss

On this 7th day of Oct, 1964, before me personally appeared Rex Haskett, Jr. and his wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Frank P. Poirer
Notary Public

My Commission expires on the 12th day of Oct., 1964.

JURAT—FORM NO. 156

THE STATE OF WYOMING,

County of Sheridan) ss.

On this 3rd day of November, 1964, before me, a Notary Public within and for said County and State, personally appeared Walter Brewer, Jr. and Maribeth Brewer, husband and wife.

I personally know to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they freely and voluntarily signed, executed and delivered the same for the purposes therein set forth, including the release and waiver of the right of homestead; the said wife having been by me first fully apprised of her right and effect of signing and acknowledging said instrument.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

My commission expires October 1, 1965 Frank P. Poirer, Notary Public