

CLEAR ZONE EASEMENT

WHEREAS, Sheridan Meat Company, Inc.
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: A tract of land in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 56 North, Range 84 West of the 6th P.M. particularly described as follows: Beginning at the Southwest corner of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 33, T. 56 N., R. 84 W. said corner being located in Big Goose Creek, thence North 666 feet, more or less, to the South side of the County Road; thence East along the south side of the County road 340 feet, more or less, to the center of Big Goose creek, thence following up the center of Big Goose Creek to the place of beginning, containing 3.9 acres. Also the following tract namely: Beginning at a point 623 $\frac{1}{2}$ feet south and 20 feet east from the northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 33, T. 56 N., R. 84 W. of 6th P.M. at the corner of the intersection of the east and west and the north and south county road; thence north 1074 feet, thence north-east along side of the county road 780 feet, more or less; thence south 44° 30' East 553 feet, more or less to the center of Big Goose Creek; thence up the center of the channel of said Big Goose Creek to the north side of the county road; thence west 300 feet more or less along the north side of the county road to the place of beginning; also the right to build and maintain reservoir and pipe lines and ditches in and along the gulch on the 13-acre tract north of the above premises conveyed being the north part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 33, T. 56 N., R. 84 W. 6th P.M. for the purpose of furnishing water for the land above conveyed and for other beneficial purposes; excepting herefrom, and this conveyance is subject to any ditch rights over said land herein conveyed.

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' 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 itself, its heirs, successors, and assigns, do hereby covenant and agree with the Grantee, that, for the benefit of the public in its use of said Airport, it 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 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 itself, its 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 its hand(s) and seal(s), this 2nd day of October, 1964.

ATTEST:

SHERIDAN MEAT COMPANY, INC.

BY: George W. Legowski

ACKNOWLEDGMENT—CORPORATION FORM NO. 157

THE HILLS COMPANY, SHERIDAN 112022-2M-7-64

STATE OF WYOMING,

County of Sheridan ss.

On this 2nd day of October, A. D. 1964, before me personally appeared George W. Legowski, to me personally known, who, having been by me first duly sworn, did say: That he is the President of Sheridan Meat Company, Inc., the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said George W. Legowski acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

My Commission expires

April 22, 1967

Edith Herselman Rose
Notary Public.