

AIRPORT AVIATION CLEAR ZONE EASEMENT

WHEREAS, Donna I. Raber,
(hereinafter called the Grantor), is the owner in fee of those
certain tracts and parcels of land situated in Madison County,
State of Iowa, described in Paragraph 1 below; and

WHEREAS, the Winterset-Madison County Airport Authority,
(hereinafter called the Grantee), is the owner and operator of the
Winterset-Madison County Airport situated in the said County of
Madison, State of Iowa, in close proximity to the said tracts
or parcels of land of the Grantor; and

WHEREAS, for the protection of aircraft landing and taking
off at the Winterset-Madison County Airport; it is deemed necessary
that the land in the immediate approaches (within approximately
one-quarter mile) to the runways of the said airport be and
remain cleared of any buildings, structures, objects, growths,
or assemblies of persons, other than air navigation facilities;

NOW, THEREFORE,

1. In consideration of the sum of \$5,000.00
and other valuable consideration in hand paid the Grantor by the
Grantee, the receipt and sufficiency of which is hereby acknowledged,
the Grantor, for himself, his heirs, successors and assigns, does
hereby give and grant to the Grantee for use and benefit of the
public, an aviation easement and right of way for the unobstructed
and unrestricted flight of aircraft in, through, and across the
airspace over and above the surface of the land, said easement
and all rights pertaining thereto unto the Grantee, its successors
and assigns, until said Winterset-Madison County Airport shall
be abandoned and shall cease to be used for public airport purposes:

Commencing at the SE. Cor. of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 24 T76N R28W of the
5th P. M., Madison County, Iowa, thence N90°00'W. 311.5 feet to
the Point of Beginning. Thence N31°48'W. 954.1 feet, thence
S. 52°30'W. 450.0 feet, thence S. 43°12'E. 736.6 feet, thence S. 90°00'E.
355.6 feet to the Point of Beginning. Said parcel is situated
in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 24 and contains 7.0952 acres.

2. The Grantor for himself, his heirs, successors and
assigns does hereby covenant and agree that he will not erect,
or allow the erection of any buildings, structures or other
objects on the real estate described in Paragraph 1 herein, or
permit any growth thereon; provided, however, that the Grantor
reserve unto himself, his heirs, successors and assigns the right
of use of said land for general and crop farming purposes and
may bring farm machinery on the land as is necessary to carry
out farming tasks.

3. The Grantor for himself, his heirs, successors and assigns
does hereby further covenant and agree that he will not use
or suffer the said land to be used by any assembly of persons
or in such a manner as might attract or bring together an assembly
of persons thereon.

4. The Grantor, for himself, his heirs, successors and
assigns, does hereby further give and grant to the Grantee a
continuing right of entry upon the aforesaid land for the purpose

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

of preventing the construction or erection of any buildings, structures or other facilities and the growth of any trees or other objects upon the land that might reasonably constitute a hazard to aviation.

5. It is expressly agreed that any presently existing buildings, structures or trees within the boundaries of the Aviation Easement, hereinbefore described, shall not be subject to removal by the Grantee and Grantor shall have the right to maintain, improve or replace said buildings or structures so long as said maintenance, improvements or replacements do not unreasonably exceed in height the highest building or structure now within said Aviation Easement area.

6. Insofar as Paragraph 2 is concerned, all agricultural products (including fruit tree orchards) are permitted to be grown within the Aviation Easement area so long as Grantor makes a reasonable effort to limit the height of said agricultural products to twenty (20) feet or less.

7. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in Paragraph 1 and owned by the Grantor shall be the servient tenement, and the following described land, owned by the Grantee, shall be the dominant tenement, to-wit:

Beginning at a point 350.28 feet west of the center of Section 24 T76N R28W of the 5th P. M.; thence south 40.0 feet; thence S37° 30'E 3209.44 feet to a point 60.0 feet north of the South side of the SE¼ of the said Section 24; thence N89° 56'W 189.24 feet; thence N37° 30'W 1837.45 feet; thence S89° 54.5'W 962.32 feet to the centerline of a county road; thence N0° 05.5'W 1130.5 feet along the centerline of the said county road; thence east 317.72 feet to the point of beginning and containing 25.0 acres more or less, including the present right of way.

Any land hereafter acquired by said Grantee for the purpose of the improvement of the Winterset-Madison County Airport Authority.

8. No changes or modifications made to this instrument shall be binding upon the parties hereto, their heirs, successors or assigns, unless said changes or modifications are in writing and signed by the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 14 day of May, 1975.

Donna I. Raber
Howard L. Raber

STATE OF IOWA)
COUNTY OF Madison) SS

On this 14 day of May, A. D., 1975, before me, the undersigned Notary Public in and for said County, in said State,

personally appeared Donna I. Raber and Howard L. Raber, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Jo Ann Allen
Notary Public in and for Madison
County, Iowa.