

BK: 2016 PG: 3925
Recorded: 12/20/2016 at 8:46:27.0 AM
Fee Amount: \$27.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

TEMPORARY GRADING EASEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Dustin Noble
1009 Main Street
Adel, IA 50003
(515) 697-4296

Taxpayer Information: (name and complete address)

Adams Angus, LLC
2201 W. Highway 92
Winterset, IA 50273

Return Document To: (name and complete address)

Dustin Noble
1009 Main Street
Adel, IA 50003

Grantor:

Adams Angus, LLC

Grantees:

Winterset Airport Authority

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

TEMPORARY GRADING EASEMENT

THIS AGREEMENT, by and between Adams Angus, LLC (Grantor) and Winterset Airport Authority (Grantee), hereby provides as follows,

WITNESSETH: Grantor, for \$750 and other valuable consideration, does hereby grant, bargain, sell, and convey to Grantees a temporary grading easement for grading upon, over, and across the following described real property in Madison County, Iowa:

See attached

Grantor owns real estate, which a portion of, as shown in the attached Exhibit, shall be the servient estate, legally described as follows:

The West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa,

EXCEPT Parcel "E", located therein.

Grantee owns real estate, which shall be the dominant estate, legally described as follows:

Parcel "E" located in the West Half (W ½) of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, containing 1.82 acres, as shown in the Plat of Survey filed in Book 2016, Page 2738 on September 20, 2016 in the Office of the Recorder of Madison County, Iowa.

This temporary grading easement is subject to the following conditions:

1. Grantee's use of this temporary grading easement shall be for grading purposes including, but not limited to, the right of ingress and egress and the right to operate necessary equipment thereon. However, the grade of the area encompassed by this temporary grading easement will not be altered.
2. Grading shall be performed and completed in a good and workmanlike manner and shall not interfere with or endanger the use of the abutting land owned by Grantor.
3. Grantee will promptly restore the temporary grading easement area after completion of the grading of the adjacent property (or as soon thereafter as weather reasonably permits) in a manner satisfactory to Grantor.
4. Grantees, their successors, or assigns, agree to pay for any and all permanent damage caused to land, fences, livestock, machinery, or other personal property, except crops (which a sum certain of \$1,200 will be paid if crops are disturbed), of Grantor from such grading activities.
5. Grantor reserves the right to use and occupy the temporary grading easement area in a manner consistent with the right conveyed herein, provided that such use and occupancy shall not interfere with or disturb the construction and/or grading of the area.

6. Grantee shall provide reasonable notice to Grantor of need to use the easement area prior to planting crops for that crop year.
7. This temporary grading easement shall terminate upon completion of the grading project. However, this temporary grading easement shall last no longer than one crop year after its commencement.

Dated: Dec. 15, 2016

GRANTOR

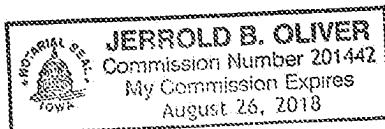
William E. Adams
Adams Angus, LLC
By: William E. Adams, President

GRANTEE

Winterset Airport Authority
By: Greg Harrison, Chairman

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me this 15 day of Dec, 2016 by William E. Adams as President of Adams Angus, LLC.



Jerrold B. Oliver
Signature of Notary Public

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me this ____ day of _____, 2016 by Greg Harrison as Chairman of the Winterset Airport Authority.

Signature of Notary Public

6. Grantee shall provide reasonable notice to Grantor of need to use the easement area prior to planting crops for that crop year.
7. This temporary grading easement shall terminate upon completion of the grading project. However, this temporary grading easement shall last no longer than one crop year after its commencement.

Dated: _____

GRANTOR

Adams Angus, LLC
By: William E. Adams, President

GRANTEE

Greg Harrison
Winterset Airport Authority
By: Greg Harrison, Chairman 29 Nov 2016

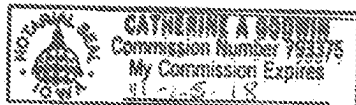
STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me this _____ day of _____, 2016 by William E. Adams as President of Adams Angus, LLC.

Signature of Notary Public

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me this 29th day of November, 2016 by Greg Harrison as Chairman of the Winterset Airport Authority.



Catherine A. Dodson
Signature of Notary Public

RABER, ERIC A &
BALES, DIANE K

RABER, HOWARD L.

195TH STREET

80' R.O.W.

CENTERLINE
RADIUS = 465'

ADAMS ANGUS, LLC

100' TEMPORARY
GRADING EASEMENT

WINTERSET AIRPORT
AUTHORITY

-  TOTAL LAND ACQUISITION (1.11 AC.)
-  100' TEMPORARY GRADING EASEMENT (1.82 AC.)

IOWADOT
INSTRUCTIONAL MEMORANDUM
DATE: JUNE 16, 2016

AASHTO GUIDELINES

DESIGN ELEMENTS	ALL COLLECTOR ROADS
DESIGN VOLUME (ADT)	1500 - 400
TERRAIN	ROLLING
DESIGN SPEED (mph)	40
STOPPING SIGHT DISTANCE (FT.)	305
MINIMUM RADIUS (FT.) (1)	444
TRAVELED WAY (FT.) (2)	22
SHOULDER WIDTH (FT.)	5
ROADWAY TOP WIDTH (FT.)	32
FORESLOPE	3:1

1. BASED ON A MAXIMUM SUPER ELEVATION (e) OF 0.08.
2. TRAVELED WAY IS THE PAVEMENT OR SURFACING WIDTH.

EXHIBIT 1

WINTERSET
MUNICIPAL AIRPORT


McCLURE™
ENGINEERING CO.
building strong communities

1380 NW 121st Street
Clive, IA 50325
515-964-1229
fax 515-964-2370

