DELAWARE COUNTY IOWA
FILED
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
#10.00

211-1541

Exemption #17

Prepared by Linda K. Tutton, City of Manchester, 319 927-2750

AIRSPACE CLEAR ZONE EASEMENT

This indenture made this 25th day of October, 1996, by and between Duane E. and Lorraine Gearhart of Manchester, County of Delaware, State of Iowa, hereinafter referred to as Grantors, and The City of Manchester, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee is the owner and operator of the Manchester Airport, situated in the said County of Delaware, State of Iowa, and in close proximity to the land of the Grantor as hereinafter described and the Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport,

NOW THEREFORE, for and in consideration of the sum of ten thousand dollars ($10,000) and other good and valuable consideration, the receipt whereof by the Grantors is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey into the Grantee its successors and assigns, for the benefit of the general public at large, a perpetual easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the Grantor's said land which are bounded and described as follows:

Part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-five (25) and over part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-four (24), all in Township Eighty-nine North (T89N), Range Six West (R6W) of the Fifth P.M., Delaware County, Iowa, more specifically described as the airspace over a parcel of land 460.0 feet in width, the centerline of which is described as follows:

Commencing at the Southwest (SW) Corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section Twenty-five (25), thence North 90°-00'-00" East 396.1 feet, thence North 5°-43'-00" West 783.9 feet, thence North 90°-00'-00" East 225.0 feet to the Point of Beginning; thence North 00°-13'-48" East approximately 1,844 feet to the South right of way line of 197th Street, said parcel containing approximately 19.47 acres. The South line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section Twenty-five (25) is assumed to bear North 90°-00-00" East.

and right of way is herein granted shall be that which lies 10 feet above the present surface of the sand land identified as Exhibit A attached hereto and made a part hereof.

And in furtherance of the said easement and right of way the Grantors, for the considerations hereinabove set forth, do hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the air space clear and free from any and all trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, in excess of ten feet above the aforesaid land, together with the right of ingress to, egress from, and passage over the land of the Grantors first above described for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the ten foot height restriction. Any such clearing, trimming and removal of vegetation shall be done at the expense of Grantee.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

And for the consideration hereinabove set forth, the Grantors hereby covenant, both for themselves and their heirs, executors, administrators and assigns, for and during the life of this easement, as follows:

(a) Grantors shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the aforesaid ten foot height, and

(b) Grantors shall not hereafter use or permit or suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the Manchester Municipal Airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the said airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft,

and the aforesaid covenants and agreements shall run with the land of the Grantors, as hereinabove described, for the benefit of the Grantee, and its successors and assigns in the ownership and operation of the aforesaid Manchester Municipal Airport.

In witness whereof, the Grantors have hereunto set their hand the day and year first written.

Duane E. Gearhart
Duane E. Gearhart

Lorraine Gearhart
Lorraine Gearhart

GRANTORS

CITY OF MANCHESTER, IOWA

Milt L. Kramer
Milt L. Kramer, Mayor

Karen K. Cole
Karen K. Cole, City Clerk

GRANTEE

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 25th day of October, 1996 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Duane E. Gearhart and Lorraine Gearhart, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Linda K. Tutton
Linda K. Tutton
Notary Public in and for the
State of Iowa

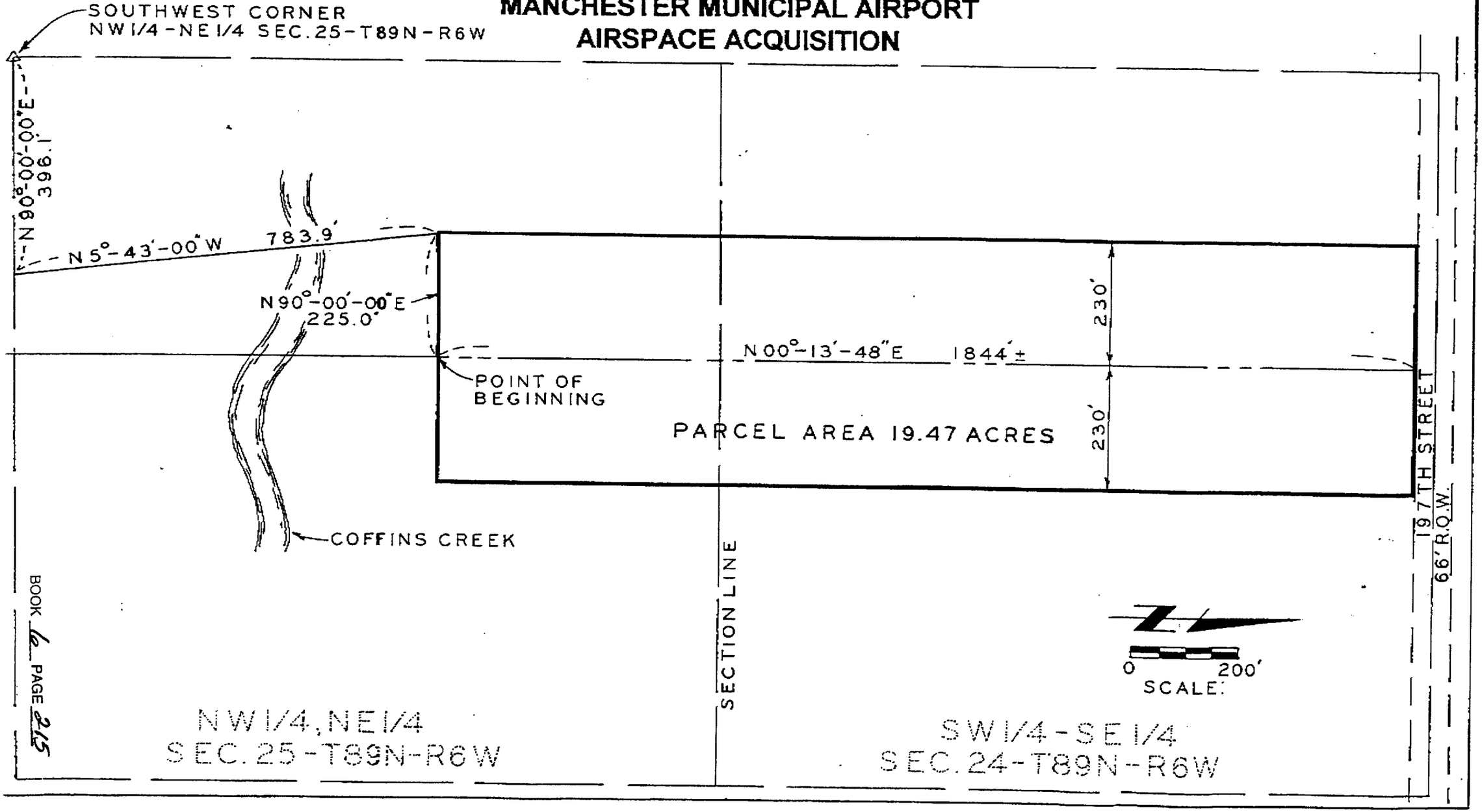
STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 6th day of November, 1996, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-347 -96 passed by the City Council of the City of Manchester, Iowa on the 4th day of November, 1996, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-99

EXHIBIT A

MANCHESTER MUNICIPAL AIRPORT
AIRSPACE ACQUISITION



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