



Document 2023 2569

Book 2023 Page 2569 Type 06 001 Pages 10
Date 10/19/2023 Time 1:06:20PM
Rec Amt \$52.00

INDX
ANNO
SCAN
CHEK

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

**AVIGATION EASEMENT
Recorder's Cover Sheet**

Preparer Information:

Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Taxpayer Information: (name and complete address)

Winterset Airport Authority
3405 North 8th Avenue
Winterset, IA 50273

Return Document To:

Adam Doll, 1009 Main Street, Adel, IA 50003

Grantors:

John and Lynce Casper Family Trust, Dorothy Sue Baker Living Trust, and Farmers & Merchants Bank, as QI for Robert M. Casper Revocable Trust

Grantees:

Winterset Airport Authority

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

AVIGATION EASEMENT

This easement is made and granted this 11th day of October, 2023, by the John and Lynee Casper Family Trust, the Dorothy Sue Baker Living Trust, and Farmers & Merchants State Bank, as QI for Robert M. Casper Revocable Trust, hereinafter referred to as Grantors, in favor of the Winterset Airport Authority, organized and existing under the laws of the State of Iowa, hereinafter referred to as Grantee.

WHEREAS, the Grantee is the owner and operator of the Winterset Airport, situated in Douglas Township, Madison County, Iowa, which airport is in close proximity to certain real estate owned by Grantors, as hereinafter described, and 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 said airport at any altitude or height above the surface of the land;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantors, Grantors do hereby grant and convey unto Grantee, its successors and assigns, for the benefit of the general public at large, a Avigation Easement for the right-of-way and the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of Grantors' lands which are legally described as follows:

AIRPORT AVIGATION EASEMENT DESCRIPTION

The owners of Parcel 2 in the Runway Protection Zone (see Exhibit B) (11.387 acres) are the Robert M. Casper Revocable Trust and the John and Lynee Casper Family Trust. The owners of Parcel 3 in the Runway Protection Zone (see Exhibit B) (0.353 acres) are the Robert M. Casper Revocable Trust, the John and Lynee Casper Family Trust, and the Dorothy Sue Baker Living Trust.

Easement For Runway Protection Zone

A tract of land in part the Northwest Quarter Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and part of the Southwest Quarter Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 25, Township 76 North, Range 28 West of the 5th P.M. described as follows: Commencing at the Southwest corner of Parcel "Q"; thence South 85°30'49" East, along the Southernly line, a distance of 540.00'; thence South 02°38'19" East a distance of 803.99'; thence North 85°30'49" West a distance of 700.00'; thence North 11°36'41" East a distance of 803.99' to the point of beginning. Containing 11.387 acres.

INCLUDING a tract the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) described as Commencing at the Northwest Corner (NW) of said Southwest Quarter Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); thence South 89°34'11" East, along the North line of said Southwest Quarter

Northeast Quarter (SW ¼ NE ¼), a distance of 72.41' to the Point of Beginning; thence continuing South 89°34'11" East along said North line, a distance of 687.76'; thence South 01°13'27" East, a distance of 48.89'; thence North 85°30'49" West a distance of 690.91' to the Point of Beginning. Containing 0.353 acres.

For the purposes of this easement the term Primary Surface means a horizontal rectangle 500 feet in width by 200 feet in depth existing at the exact elevation of the end of the airport runway. For the existing Runway End 32 (or the southeastern boundary of Parcel 1 as shown on Exhibit "A"), the height of the Primary Surface is 1093.75 feet MSL (mean sea level). The Primary Surface is contiguous to the end of the runway and extends 250 feet in width on either side of the runway centerline.

The boundaries of the Avigation Easement are shown on the attached Exhibits "A" and "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as Winterset Airport Authority including any additions thereto wherever located, hereafter made by Winterset Airport Authority or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles, (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or taking off from, or operating at or on said Winterset Airport Authority is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Winterset Airport Authority.

As used herein, the term "aircraft". Shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, and to remove these from said easement, or at the sole option of the Grantee, as an

alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

The Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the grantors, for themselves, their heirs, administrators, executors, successors, and assigns, further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, and stadiums.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree or other object, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors' land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft; Provided, that the Grantors reserve unto themselves, their heirs, successor and assigns the right to use said land for agricultural purposes and to bring farm machinery, equipment and personnel on the land temporarily as necessary to carry on agricultural pursuits. Grantors furthermore waive all damages and claims for damages caused by the removal or elimination of such objects or activities.

Grantors convey and grant the aforementioned easement and all rights pertaining thereto unto Grantee, its successors and assigns, until Winterset Airport shall be abandoned and shall cease to be used for airport purposes.

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

John Casper

John and Lynee Casper Family Trust
By: Co-Trustee: John Casper

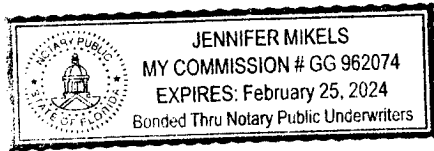
State of FL, County of Sumter

On this 6th day of October, 2023, before me the undersigned, a Notary Public in and for the State of FL, personally appeared John Casper, Co-Trustee of the John and Lynee Casper Family Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

by means of physical presence or online notarization

Jennifer Mikels
Notary Public in and for the State of FL

produced M.D.L as ID



Lynee Casper

John and Lynee Casper Family Trust
By: Co-Trustee: Lynee Casper

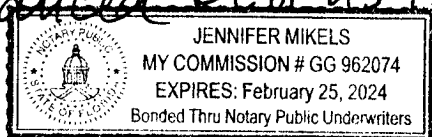
State of FL, County of Sumter

On this 6th day of October, 2023, before me the undersigned, a Notary Public in and for the State of FL, personally appeared Lynee Casper, Co-Trustee of the John and Lynee Casper Family Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

by means of physical presence or online notarization

Jennifer Mikels
Notary Public in and for the State of FL

produced M.D.L as ID



Dorothy Sue Baker
Dorothy Sue Baker Living Trust
By: Trustee: Dorothy Sue Baker

State of NC, County of Alamance

On this 10 day of October, 2023, before me the undersigned, a Notary Public in and for the State of NC, personally appeared Dorothy Sue Baker, Trustee of the Dorothy Sue Baker Living Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

SUSAN B FORSYTH
NOTARY PUBLIC
Alamance County
North Carolina
My Commission Expires October 23, 2024

Susan B. Forsyth
Notary Public in and for the State of NC

Ronald Baker
Dorothy Sue Baker Living Trust
By: Co-Trustee: Ronald Baker

State of NC, County of Alamance

On this 10 day of October, 2023, before me the undersigned, a Notary Public in and for the State of NC, personally appeared Ronald Baker, Trustee of the Dorothy Sue Baker Living Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

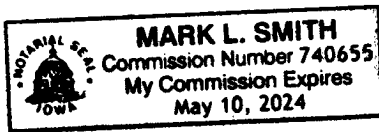
SUSAN B FORSYTH
NOTARY PUBLIC
Alamance County
North Carolina
My Commission Expires October 23, 2024

Susan B. Forsyth
Notary Public in and for the State of NC

Nicole Flayd, Account Service Rep.
QI for Robert M. Casper Revocable Trust
By: Farmers & Merchants State Bank

State of Iowa, County of Madis

On this 10 day of October, 2023, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Farmers & Merchants State Bank, QI of the Robert M. Casper Revocable Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.

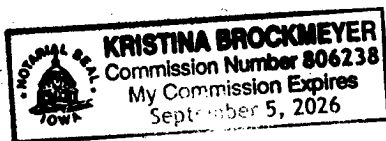


M. L. Smith
Notary Public in and for the State of

Robert M Casper
Accepted and Approved By:
Robert M. Casper Revocable Trust
By: Co-Trustee: Robert M. Casper

State of Iowa, County of Madison

On this 9 day of October, 2023, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert M. Casper, Co-Trustee of the Robert M. Casper Revocable Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.



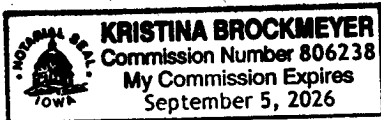
Kristina Brockmeyer
Notary Public in and for the State of

Margaret M. Casper

Accepted and Approved By:
Robert M. Casper Revocable Trust
By: Co-Trustee: Margaret M. Casper

State of Iowa, County of Madison

On this 9 day of October, 2023, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Margaret M. Casper, Co-Trustee of the Robert M. Casper Revocable Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as her voluntary act and deed.



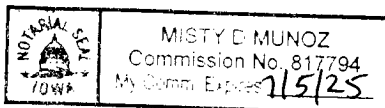
Kristina Brockmeyer
Notary Public in and for the State of

David LaGrange

Winterset Airport Authority
By: President: David LaGrange

State of Iowa, County of Dallas

On this 11 day of October, 2023, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared David LaGrange as President of Winterset Airport Authority, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Misty D. Munoz
Notary Public in and for the State of

INDEX LEGEND

Location:: S24-T76N-R28W of the 5th P.M.
 Requestor: Winterset Airport Authority
 Proprietor: Robert M. Casper Rev Trust
 Project: 21065 Date of Survey: 11/19/21
 Surveyor Co: Boldman Surveying Consultants
 Prepared by/Return to: Craig S.Boldman
 521 West Green Street, Winterset, Ia 50273
 Phone/fax: 515-462-9242

CORRECTED PLAT OF SURVEY

Corrects Plat of Survey filed in Book 2022 Page 94

Parcel "F" being a part of the W 1/2 of the SE 1/4, lying North of the Northeasterly line of the Winterset Airport Authority property in Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County described as follows:

Beginning at a found 1/2" iron pin at the Center of said Section 24; thence S 89°37'47" E, along the North line of the SE 1/4 of said Section 24, a distance of 1070.17' to a set 1/2" iron pin with orange cap stamped "LS 13427"; thence S 04°29'11" W a distance of 1449.97' to a set 1/2" iron pin with orange cap stamped "LS 13427"; thence N 37°06'45" W a distance of 1585.81' to a set 1/2" iron pin with orange cap stamped "LS 13427"; thence N 00°02'12" E a distance of 187.84' to the point of beginning.

Containing 19.83 acres including 0.65 acres of county road right of way easement.

Parcel "Q" a part of the W 1/2 of the SE 1/4 of Section 24 and a part of the NW 1/4 of the NE 1/4 of Section 25, lying South of the Southwesterly line of the Winterset Airport Authority property, all in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows:

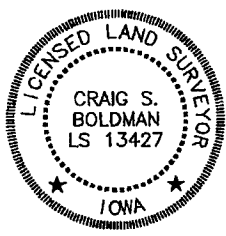
Commencing at a found 1/2" iron pin with orange cap at the corner of Parcel "C" according to Plat of Survey filed in Book 2016 at Page 2737; thence S 37°07'09" E a distance of 349.39' to a 1/2" iron pin with orange cap stamped "LS 13427" at the Point of Beginning; thence S 37°07'09" E, along the Southwesterly line of said Winterset Airport Authority, a distance of 1054.22' to a 1/2" iron pin with orange cap stamped "LS 13427"; thence S 04°29'11" W a distance of 969.89' to a 1/2" iron pin with orange cap stamped "LS 13427"; thence N 85°30'49" W a distance of 700.00' to a 1/2" iron pin with orange cap stamped "LS 13427"; thence N 04°29'11" E a distance of 1758.17' to the point of beginning.

Containing 21.92 acres

ALSO

A 540'x700'x800' Easement for a Runway Protection Zone (RPZ) described as follows:

A tract of land in part of the NW 1/4 NE 1/4 and part of the SW 1/4 NE 1/4 of Section 25, Township 76 North, Range 28 West of the 5th P.M. described as follows: Commencing at the SW corner of the aforementioned Parcel "Q"; thence S 85°30'49" E, along the Southerly line of said Parcel "Q" line, a distance of 80.00' to the Point of beginning; thence S 85°30'49" E, along said Southerly line, a distance of 540.00'; thence S 02°38'19" E a distance of 803.99'; thence N 85°30'49" W a distance of 700.00'; thence N 11°36'41" E a distance of 803.99' to the point of beginning. Containing 11.387 acres. INCLUDING a tract in the SW 1/4 NE 1/4 described as Commencing at the NW corner of said SW 1/4 NE 1/4; thence S 89°34'11" E, along the North line of said SW 1/4 NE 1/4, a distance of 72.41' to the Point of Beginning; thence continuing S 89°34'11" E along said North line, a distance of 687.76'; thence S 01°13'27" E, a distance of 48.89'; thence N 85°30'49" W a distance of 690.91' to the Point of Beginning. Containing 0.386 acres.



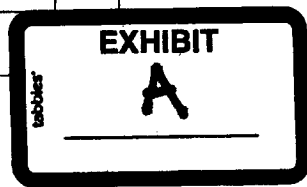
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

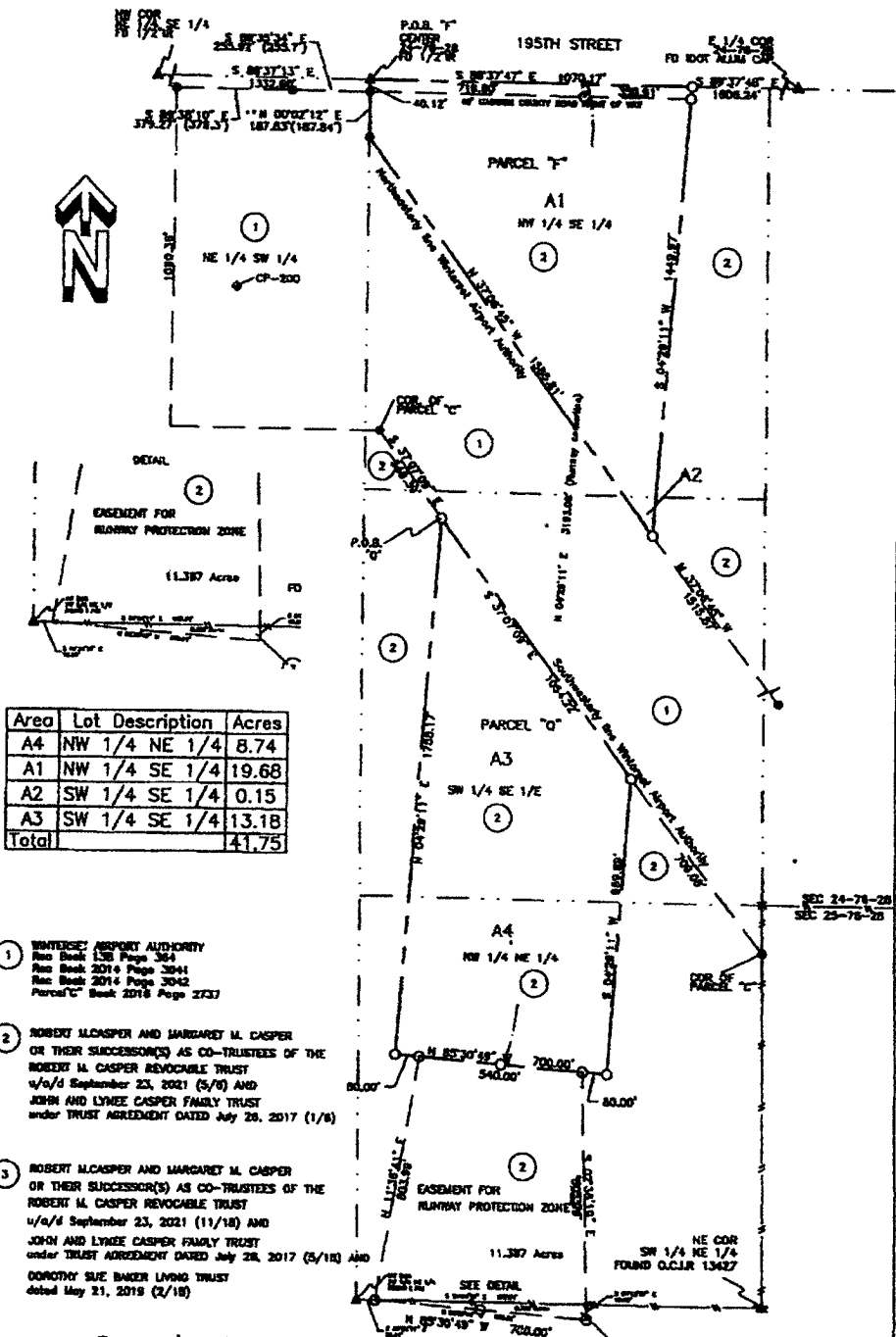
Signature _____ Date _____

Name Craig S. Boldman P.L.S No. 13427

Renewal date is December 31, 2022

Pages or sheets covered by this seal _____





Area	Lot Description	Acres
A4	NW 1/4 NE 1/4	8.74
A1	NW 1/4 SE 1/4	8.74
A2	SW 1/4 SE 1/4	0.15
A3	SW 1/4 SE 1/4	13.18
Total		41.75

- ① SURVEY REPORT AUTHORITY
Rec Book 130 Page 304
Rec Book 2014 Page 3042
Parcel "C" Book 2018 Page 2737
- ② ROBERT M. CASPER AND MARGARET M. CASPER
OR THEIR SUCCESSOR(S) AS CO-TRUSTEES OF THE
ROBERT M. CASPER REVOCABLE TRUST
w/a/d September 23, 2021 (5/8) AND
JOHN AND LYNEE CASPER FAMILY TRUST
under TRUST AGREEMENT DATED July 26, 2017 (1/8)
- ③ ROBERT M. CASPER AND MARGARET M. CASPER
OR THEIR SUCCESSOR(S) AS CO-TRUSTEES OF THE
ROBERT M. CASPER REVOCABLE TRUST
w/a/d September 23, 2021 (11/18) AND
JOHN AND LYNEE CASPER FAMILY TRUST
under TRUST AGREEMENT DATED July 26, 2017 (5/18) AND
DOROTHY SUE BAKER LIVING TRUST
dated May 21, 2019 (2/18)

Surveyor's note:

Basis for bearings is NAD83 (2011) Epoch 2010.00 using the
Iowa Real Time Network. N.E coordinate values were computed
from the Iowa Regional Coordinate System for Area 8



EXHIBIT
B