STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 709 Filed for Record this 5 day of November 19 81 at 4:19 PM

Book 113 Page 351 Recording Fee 21.00 Mary E. Welty, Recorder, By m welty Deputy

Compared

CLEAR ZONE AVIGATION EASEMENT

This easement is made and granted this 9 day of July, 1981, by

Robert M. Casper and Margaret Marie Casper, husband and wife,

Robert E. Casper and Gretchen M. Casper, husband and wife,

Dwight Casper, single, [redacted]

[redacted]

hereinafter referred to as Grantors, in favor of the Winterset-Madison County 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-Madison County 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;

NOW THEREFORE, for and in consideration of the sum of $ 1.00, 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 Clear Zone 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 DESCRIPTIONS

PARCEL 1

Commencing at the SE. Cor. of the SW¼ SE¼ Sec. 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence north 52.8 feet, thence S52°30'W 86.8 feet, thence S90°00'E 68.9 feet to the point of beginning.

PARCEL 2

Commencing at the SW Cor. of the SE¼ SE¼ Sec. 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00'E 259.7 feet, thence N52°30'E 98.6 feet, thence N90°00'W 328.6 feet along the airport fence line, thence S52°30'W 11.8 feet, thence south 52.8 feet to the point of beginning.

PARCEL 3

Commencing at the SW Cor. of the SE¼ SE¼ Sec 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00'E 259.7 feet to the point of beginning. Thence N90°00'E 328.3 feet, thence N46°02'W 202.1 feet, thence S52°30'W 100.0 feet, thence S37°30'E 24.5 feet, thence N90°00'W 40.2 feet, thence S52°30'W 98.6 feet to the point of beginning.

IND ✓
DEC. ✓
PAGE ✓

PARCEL 4

Commencing at the SW Cor. of the SE¼ SE¼ Sec. 24 T76N R28W of the 5th P.M., Madison County Iowa, thence north 60.0 feet, thence N90°00'E 368.8 feet, thence N37°30'W 24.5 feet to the point of beginning. Thence N52°30'E 100.0 feet, thence N37°30'W 200.0 feet, thence S52°30'W 100.0 feet, thence S37°30'E 200.0 feet along the airport fence line to the point of beginning.

PARCEL 5

Commencing at the NE Cor. of the NW¼ NE¼ Sec. 25 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00'W 68.9 feet, thence S52°30'W 8.9 feet, thence S37°30'E 124.7 feet, thence north 104.2 feet to the point of beginning.

PARCEL 6

Commencing at the NW Cor. of the NE¼ NE¼ Sec. 25 T76N R28W of the 5th P.M., Madison County, Iowa, thence south 104.2 feet, thence S37°30'E 75.3 feet, thence N52°30'E 269.5 feet, thence N90°00'W 259.7 feet to the point of beginning.

PARCEL 7

Commencing at the NW Cor. of the NE¼ NE¼ Sec 25 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00E 259.7 feet to the point of beginning. Thence S52°30'W 269.5 feet, thence S28°58'E 410.9 feet, thence N90°00'E 78.5 feet, thence north 205.0 feet, thence N90°00'E 315.0 feet, thence north 270.0 feet, thence N46°02'W 70.0 feet, thence N90°00'W 328.3 feet to the point of beginning.

PARCEL 8

Commencing at the SE Cor. of the SW¼ SE¼ Sec 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence north 60.0 feet, thence N37°30'W 194.3 feet to the point of beginning. Thence N37°30'W 200.0 feet along the airport fence, thence S52°30'W 100.0 feet, thence S37°30'E 200 feet, thence N52°30'E 100.0 feet to the point of beginning.

PARCEL 9

Commencing at the SE Cor. of the SW¼ SE¼ Sec 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence north 60.0 feet, thence N37°30'W 194.3 feet, along the airport fence, thence S52°30'W 100.0 feet, thence S28°58'E 175.2 feet, thence N90°00'E 112.8 feet to the point of beginning.

PARCEL 10

Commencing at the SW Cor. of the SE¼ SE¼ Sec 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00'E 341.8 feet, thence N52°30'E 232.9 feet, thence N46°02'W 455.0 feet, thence S52°30'W 100.0 feet, thence S37°30'E 424.5 feet along the airport fence, thence N90°00'W 378.1 feet, thence south 60.0 feet to the point of beginning.

PARCEL 11

Commencing at the SW Cor. of the SE¼ SE¼ Sec 24 T76N R28W of the 5th P.M., Madison County, Iowa, thence north 60.0 feet, thence N90°00'E 378.1 feet, thence N37°30'W 424.5 feet to the point of beginning. Thence N52°30'E 100.0 feet, thence N37°30'W 200.00 feet, thence S52°30'W 100.0 feet, thence S37°30'E 200.0 feet along the airport fence to the point of beginning.

PARCEL 12

Commencing at the NE Cor. of the NW¼ NE¼ Sec 25 T76N R28W of the 5th P.M., Madison County, Iowa, thence N90°00'W 112.8 feet, thence S28°58'E 232.8 feet, thence north 203.7 feet to the point of beginning.

PARCEL 13

Commencing at the NW Cor. of the NE¼ NE¼ Sec 25 T76N R28W of the 5th P.M., Madison County, Iowa, thence south 203.7 feet, thence S28°58'E 47.0 feet, thence N52°30'E 402.2 feet, thence N90°00'W 341.8 feet to the point of beginning.

Said parcels of real estate are shown pictorially in the survey drawings, Exhibit "A" and Exhibit "B", hereto attached and made a part of this easement.

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, depicted in Exhibit "A", the height of the Primary Surface is 1094.5 feet MSL (mean sea level). For the proposed relocated end of the runway, depicted in Exhibit "B", the height of the Primary Surface is 1099.5 feet MSL (mean sea level). In both instances the Primary Surface is contiguous to the end of the runway and extends 250 feet in width on either side of the runway centerline.

Parcels 1, 2, 4, 5 and 6 are under the Primary Surface and are to be kept clear of obstructions above 1094.5 feet MSL (mean seal level) which is equal to the elevation of the southeastern end of the existing runway.

Parcels 3 and 7 begin at the southeastern end of the primary surface and are restricted from structures or other obstructions which would "pierce" an imaginary surface rising from the southeastern end of the primary surface at a slope of 20:1 (horizontal:vertical) outward from the runway, less than 50 feet AGL (above ground level).

The boundaries of the Clear Zone Avigation Easement are shown on the attached Exhibits "A" and "B" and the southeastern boundary of such Clear Zone Avigation Easement approximates the projection upon the ground where all points on the imaginary surface are 50 feet AGL.

Grantors and Grantee understand that Grantee may in the future have the southeastern end of the airport runway surface re-located further to the north and west than its present location and it is agreed that if such event does occur then the Clear Zone Avigation Easement will automatically become only as depicted in Exhibit "B" and to the extent that any real estate described in parcels 1, 2, 3, 4, 5, 6 and 7 is not included within the real estate description for parcels 8, 9, 10, 11, 12 and 13 the same shall become automatically released from this avigation easement. The official acceptance and designation of a re-located southeastern end of the runway by the State of Iowa shall be the event that triggers the automatic re-location of the Clear Zone Avigation Easement from the location shown and depicted in Exhibit "A" to those locations shown and depicted in Exhibit "B".

Parcels 8 and 11, as shown in Exhibit "B", are to be kept clear of obstructions above the elevation of 1099.5 feet MSL, the elevation of the proposed re-located southeastern end of the airport runway.

Parcels 9, 10, 12 and 13, as shown in Exhibit "B", are restricted from structures or other obstructions which would "pierce" an imaginary surface rising from the southeastern end of the Primary Surface at a slope of 20:1 (horizontal: vertical) outward from the runway, less than 50 feet AGL.

Grantors and Grantee agree and understand that the Clear Zone Avigation Easement hereby granted shall be both the Clear Zone Avigation Easement depicted in Exhibit "A" and the Clear Zone Avigation Easement depicted in Exhibit "B" and

that only in the future, upon the re-location of the southeastern end of the airport runway to the north and west will the Clear Zone Avigation Easement depicted in Exhibit "A" be automatically released in the manner described above.

Grantors, in furtherance of the easement described above, do hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the air space above the afore designated heights clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at anytime in the future extend, above the afore designated heights, 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 afore designated heights.

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

And for the consideration hereinabove set forth, the Grantors hereby covenant, for themselves, 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 heights aforesaid, and

(b) Grantors shall not hereafter use or permit or suffer use of the land first above described in such manner as to create electrical interference with radio communication between the installation upon the Winterset-Madison County 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, its successors and assigns, in the ownership and operation of the Winterset-Madison County Airport.

All of which is hereby granted, conveyed and covenanted at Winterset, Madison County, Iowa.

Robert M. Casper

Margaret Marie Casper

Robert E. Casper

Gretchen M. Casper

Dwight Casper

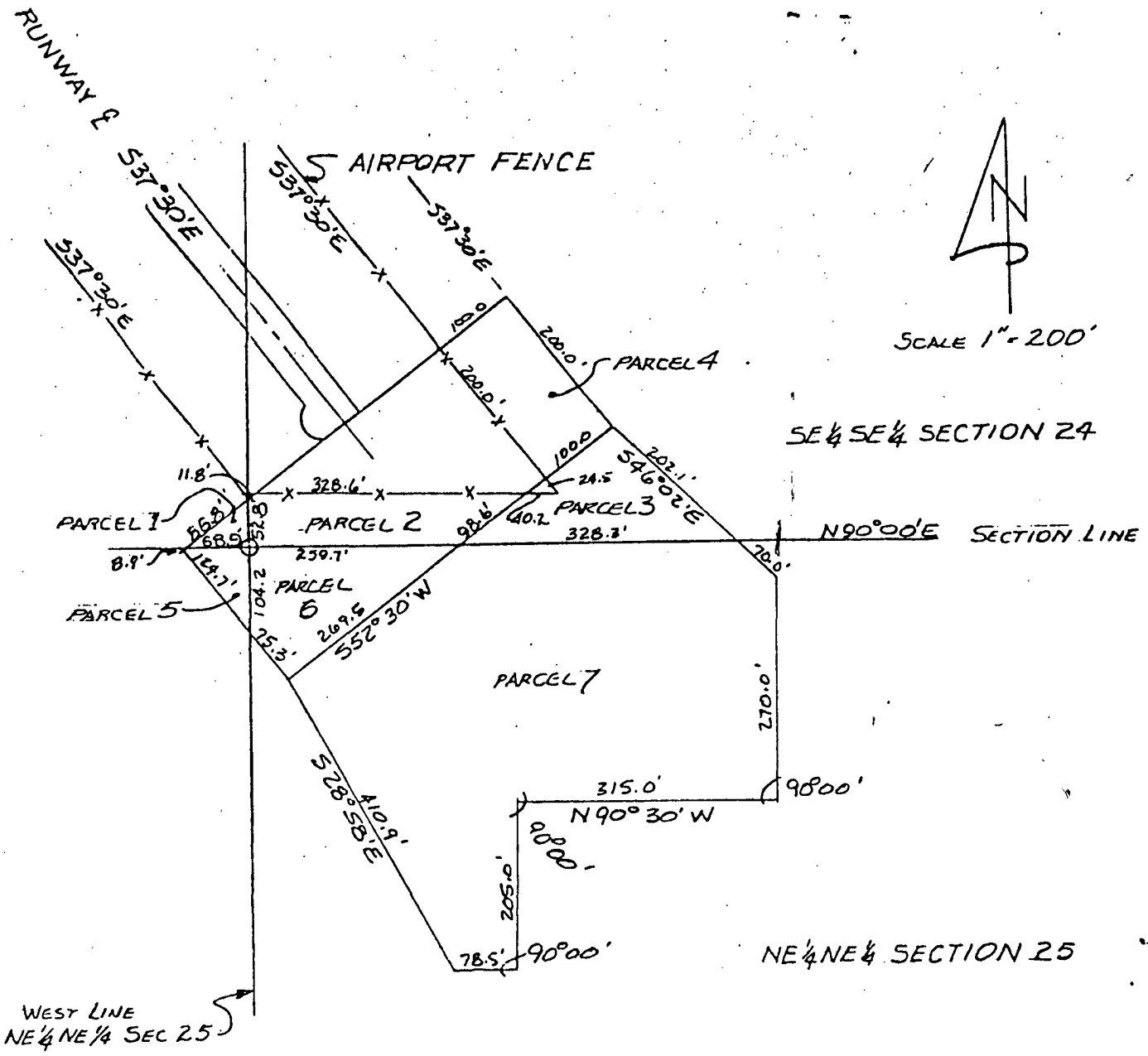


EXHIBIT "A"
EXISTING RUNWAY
EASEMENT

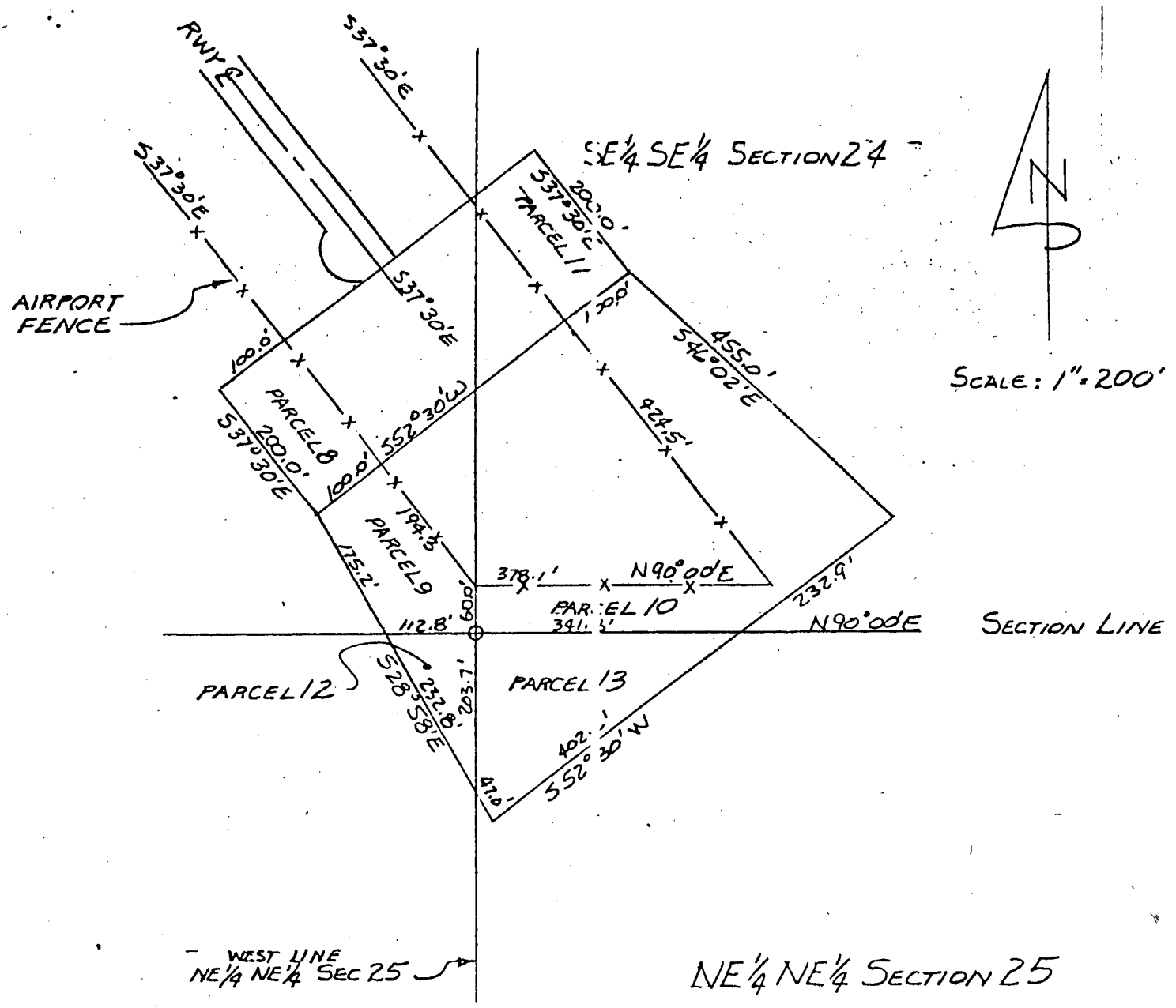


EXHIBIT "B"
ULTIMATE RUNWAY EASEMENT

STATE OF IOWA

SS

COUNTY OF MADISON

On this 9th day of July, 1981, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert M. Casper and Margaret Marie Casper, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-83

John E. Casper
Notary Public in and for Iowa

STATE OF IOWA

SS

COUNTY OF MADISON

On this 9th day of July, 1981, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert E. Casper and Gretchen M. Casper, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-83

John E. Casper
Notary Public in and for Iowa

STATE OF IOWA

SS

COUNTY OF MADISON

On this 9th day of July, 1981, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dwight Casper, to me known to be the identical person named in and who executed the foregoing instrument, and acknow edged that he executed the same as his voluntary act and eed.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-83

John E. Casper
Notary Public in and for Iowa

STATE OF IOWA

SS

COUNTY OF MADISON