

INSTR. No. <u>1285</u>	FILED FOR RECORD THE <u>16</u> DAY OF	STATE OF IOWA, FLOYD COUNTY.	
	RECORDING FEE \$ <u>18.00</u>	<u>January</u> , 19 <u>84</u> AT <u>8:35</u>	<u>Marilyn J. Smarce</u> Recorder
	TRANSFER FEE \$	O'CLOCK <u>2</u> M. BOOK <u>Miss. 29</u> PAGE <u>21-24</u>	By <u>Dea. Stenczyk</u> Deputy
County <u>Floyd</u>		Project No. <u>0-CCA-00(1)-90-34</u> Parcel No. <u>5</u>	

## CONTRACT FOR AVIGATION EASEMENT

This agreement made and entered into this 3rd day of January, A.D., 1984, by and between Dorothy E. Logan Life Estate; Rose M. Roeming and Robert Roeming, her husband (Fee Owner and Lessor); Leon A. Isakson (Lessee)

Grantor, and the City of Charles City, Incorporated, Iowa, Grantee.

This contract is drawn pursuant to an Intergovernmental Agreement between the Iowa Department of Transportation, acting for the State of Iowa and as Agent for the City of Charles City, Iowa, and which is filed on record in the Office of the City Clerk, 105 Milwaukee Mall, Iowa, Charles City

WHEREAS, Dorothy E. Logan; Rose M. Roeming; Robert Roeming

(hereinafter called the Grantors) are the owners in fee of that certain tract or parcel of land situated in the County of Floyd, State of Iowa, described and shown on Easement Plat, Page 4; and

WHEREAS, the Grantee is the owner and operator of the Charles City Municipal Airport, situated in the said County of Floyd, 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, in consideration of the sum of Eight Thousand Five Hundred Twenty-five dollars (\$ 8,525.00), and other good and valuable consideration, the receipt whereof by the Grantor is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large, an easement and right of way for the free, unobstructed passage of aircraft, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace by whosoever owned or operated, in and through the airspace over and across those parts of the Grantor's said land which is bounded and as hereafter described and shown on the Easement Plat, Page 4.

FLOYD COUNTY IOWA  
1984 JAN 16 AM 8:35  
MARILENE SMARCE  
COUNTY RECORDER

and right of way herein granted shall be that which lies above the following heights and above the present surface of the said land as follows:

(SEE PAGE 5)

and in furtherance of the said easement and right of way, the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the airspace above the aforesaid 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 any time in the future extend above the aforesaid heights of land, together with the right of ingress to, egress from, and passage over the land of the Grantor 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 said heights.

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.

Project No. 0-CCA-00(1)--90-34  
 Parcel No. 5

and for the consideration hereinabove set forth, the Grantor hereby covenants, both for himself and his heirs, successors, executors, administrators, and assigns, for and during the life of this easement, as follows:

- (a) Grantor shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid, and
- (b) Grantor 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 Charles City 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.
- (c) Grantor reserves unto himself, his heirs, successors, and assigns the right of use of the said land for crop farming purposes and may bring farm machinery on the land temporarily, as necessary, to carry out farming tasks.
- (d) 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.

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

In addition to the payment described hereinabove, Grantee agrees to pay \$ 25.00 for the cost of adding title documents required by this transaction to Grantor's Abstract of Title. ~~If requested to do so, Grantor will furnish and deliver an Abstract of Title continued to date, showing merchantable title to the premises in Grantor. Grantee agrees to pay the cost of abstract continuation and to return the Abstract to Grantor.~~ If title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship, Grantee agrees to pay court approval costs and all other costs necessary to transfer the Avigation Easement rights to the Grantee, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Grantee agrees to pay the payment hereinabove described and Grantor agrees to convey title of the Avigation Easement within ninety (90) days after City approval of this contract.

Claims for this payment are certain and due and payable on or before the date specified herein.

This written contract constitutes the entire agreement between the parties and it is understood that there is no agreement to do or not to do any act or deed except as specifically provided for herein. All provisions on each of the attachments are by this reference made a part hereof, and the entire agreement consists of 5 pages.

Approximately 2.21 acres of the proposed easement area will have height limitations low enough to prevent the growing of corn. Other low growing crops will be allowed to grow in this area.

In addition to the lump sum payment of \$8,525.00, Buyer agrees to pay ten dollars (\$10.00) to Leon A. Isakson.

Should either the Lessor or the Lessee of the premises elect not to enter into this contract, then this contract shall be null and void and all interests shall be acquired by condemnation proceedings.



Project No. \_\_\_\_\_  
Parcel No. \_\_\_\_\_

GRANTORS' SIGNATURES AND CLAIMANTS' CERTIFICATION:

Upon due approval and execution by the Mayor of the City of Charles City, Iowa, we the undersigned claimants certify the lump sum payment shown herein is just and unpaid. IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 12 day of December, A.D., 1983.

X Dorothy E. Logan  
Dorothy E. Logan  
Star Home Apt. No. 1  
302 North Grand  
Charles City, Iowa 50616

X Rose M. Roeming  
Rose M. Roeming

X Robert Roeming  
Robert Roeming  
210 Diane  
Rural Route 1  
Stephenville, Texas 76401

X Leon A. Isakson  
Leon A. Isakson  
Rural Route 2  
Box 237  
Charles City, Iowa 50616

RECOMMENDED APPROVAL:

December 19 1983  
By: William E. McGuire  
William E. McGuire  
Project Agent  
Iowa Department of Transportation



APPROVED:

January 3 1984  
By: Gerald R. Fisher  
Gerald R. Fisher  
Mayor

ATTESTED:

By: Helen B. Webster  
Helen B. Webster  
City Clerk

STATE OF IOWA, Floyd COUNTY, ss:

On this 3rd day of January, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald R. Fisher and Helen B. Webster, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of said City of Charles City, Iowa, a municipal corporation duly organized under the laws of the State of Iowa, and that they are authorized to execute said instrument on behalf of said municipal corporation by authority of its Counsel; and the said Mayor and City Clerk acknowledge the execution of said instrument to be the voluntary act and deed of said corporation and by it voluntarily executed.

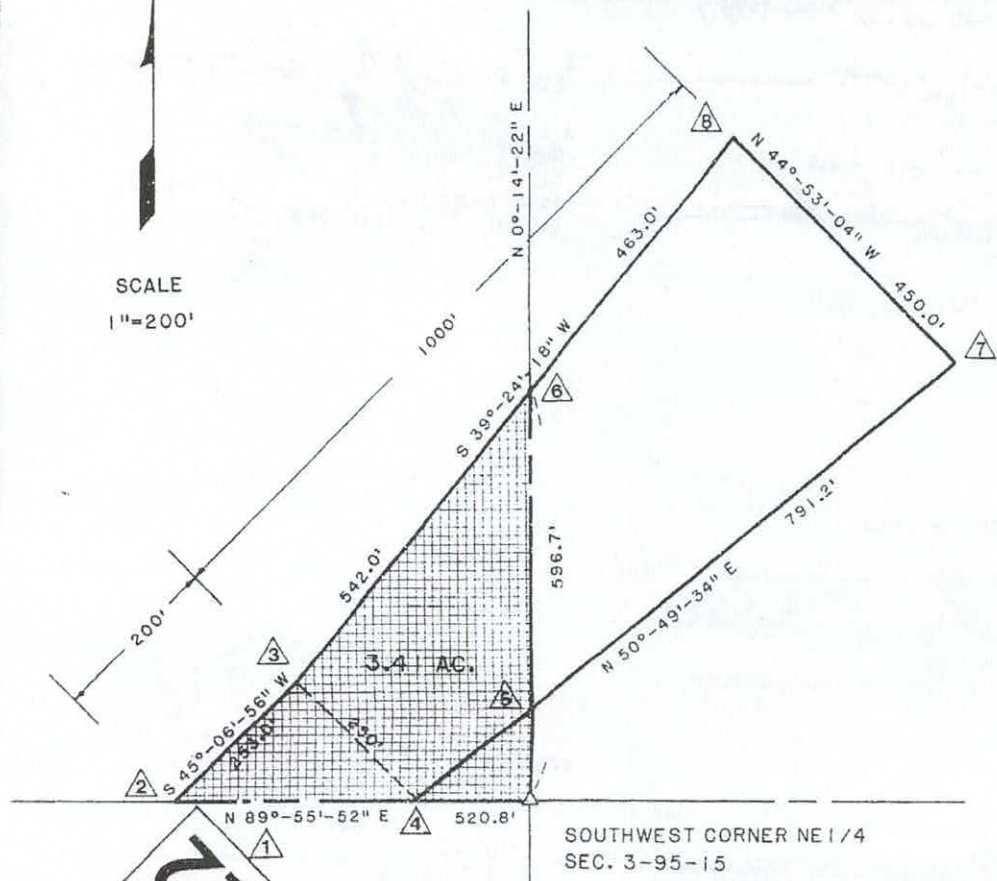


Shirley A. Brunsmann  
Notary Public in and for the State of Iowa  
Shirley A. Brunsmann



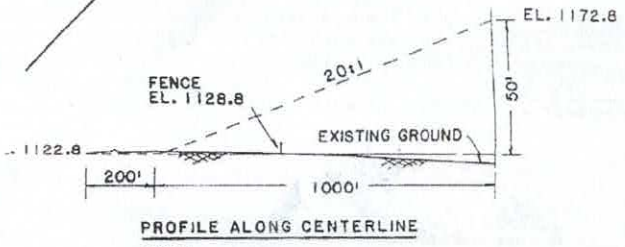
# EASEMENT PLAT

CHARLES CITY MUNICIPAL AIRPORT  
 CHARLES CITY, IOWA  
 TRACT NE-SW-2  
 ADAP PROJ.# 82-1-3-19-0015-01



ELEVATION OF EASEMENT PLANE  
 ABOVE MEAN SEA LEVEL

- ① 1122.8
- ② 1122.8
- ③ 1122.8
- ④ 1122.8
- ⑤ 1133.4
- ⑥ 1149.8
- ⑦ 1172.8
- ⑧ 1172.8



 Howard R. Green Company  
 CONSULTING ENGINEERS

REVISED 4/26/82 DMK  
 REVISED 6/16/82 (AREA) DMK  
 REVISED 11/82 (PROFILES) DMK

SHEET 1 OF 2

BOOK 29 PAGE 24



FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, FLOYD COUNTY, ss:

On this 12 day of December, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dorothy E. Logan and Leon A. Isakson

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

James A. Erb Notary Public in and for the State of Iowa



IOWA STATE BAR ASSOCIATION  
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)  
K-647 This Printing: January 23, 1973



(Section 558.39, Code of Iowa)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF ~~IOWA~~ TEXAS Crath COUNTY, ss:

On this 1 day of Dec, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rose M. Roeming and Robert Roeming,  
wife and husband,

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Mary Halder Notary Public in and for the State of Iowa



IOWA STATE BAR ASSOCIATION  
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)  
K-647 This Printing: January 23, 1973



(Section 558.39, Code of Iowa)

BOOK 29 PAGE 26



HOWARD R. GREEN COMPANY, CONSULTING ENGINEERS, CHARLES CITY, IOWA

PARCEL NE-SW-2

Owner: Rose Roeming (Life Estate to Dorothy E. Logan)

Property description: The South 1/2 of the Fractional NW1/4 of Section 3, T95N, R15W of the 5th P.M., in Floyd County, Iowa.

Easement description: Begin at the Southeast corner of the Fractional NW1/4 of Section 3, T95N, R15W of the 5th P.M., Thence N 0°-14'-22" E along the East line of the said NW1/4 596.7 feet; Thence S 39°-24'-18" W 542.0 feet; Thence S 45°-06'-56" W 253.0 feet to a point on the South line of the said NW1/4; Thence N 89°-55'-52" E 520.8 feet to the point of beginning, containing 3.41 acres.

CERTIFICATION:

I hereby certify that this map, plat, report or survey was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

*Thomas V. Craft*

Thomas V. Craft  
Reg. L. S. No. 7549  
Date: 16 November, 1982



SHEET 2 OF 2

BOOK 29 PAGE 25

