

Return to CITY CLERK
Des Moines, Iowa

APR 2 1966 1978

AVIGATION EASEMENT

This indenture made this 29th day of MARCH 1966 by and between
Barnoon Valley Investment Co. of
Des Moines County of Polk, State of Iowa, hereinafter referred to as Grantor
and the City of Des Moines, 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 Des Moines Municipal Airport
situated in the said County of Polk, 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 nine thousand five hundred
(\$9500.00) Dollars, and other good and valuable consideration, the receipt where-
of 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, by
whomever 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: All that part of the
S.W. 1/4 of the S.E. 1/4 (except the S.E. 1/4 and except the north three hundred twenty-
two (222) feet of the west four hundred eleven (411) feet and except the
apexed intersection 20-78-24 lying within the following described lines: commencing at the
intersection of the east R.O.W. line of Fleur Drive and the north R.O.W. line of McKinley
avenue; thence north a distance of four hundred sixty (460) feet along the east R.O.W. line
of Fleur Drive; thence northwesterly a distance of six hundred eighty-five (685) feet along
a line which, if extended, would intersect the north property line of said S.W. 1/4 of said
S.E. 1/4 of said Section 20 a distance of three hundred forty (340) feet west of the
east property line of the S.W. 1/4 of the S.E. 1/4 of Section 20-78-24; thence southeasterly
a distance of three hundred seventy (370) feet more or less along a straight line to a
point which is a distance of one hundred ten (110) feet east of the northwest corner of the
S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4 of Section 20-78-24; thence west along the north
provided however, that the air space in which the said easement and right of way is herein
granted shall be that which lies above the following height above the present surface of s

27524

APR 2 1966

GENE J. ...

BOOK 3762 PAGE 1

property line of the S.W. 1/4 of the S.E. 1/4 of said Section 20 to the
northwest corner thereof; thence south along the west line of the S.E. 1/4 of the S.W.
1/4 of the S.E. 1/4 of said Section 20 to the north R.O.W. line of McKinley Avenue;
thence west along the north R.O.W. line of McKinley Avenue a distance of six hundred
ten (610) feet more or less, to the point of beginning.

	Ground Elevation	Clear Zone Elevation	Allowable Height
the said land:	927.00	969.12	42.12

It was understood that the allowable height permitted pertains to the entire area covered in this Aviation Easement, so that at all locations therein, construction may be to 42.12 feet, but not in excess thereof.

The attached map is incorporated herein and made a part hereof.

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 air space 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 pertaining 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 Grantor hereby covenants, both for himself and his heirs, executors, administrators and assigns, for and during the life of this easement, as follows:

- (a) Grantors shall not hereafter construct nor permit or suffer to remain upon said land any construction that extends above the heights aforesaid, and
- (b) Grantor shall not hereafter use or permit or suffer use of the land first above as

