

STATE OF MICHIGAN
COUNTY OF OTSEGO

CLEAR ZONE EASEMENT

WHEREAS, Raymond F. Billmeyer and Dorothy Billmeyer, his wife, are the owners in fee of a certain tract of land situated in the Township of Bagley, Otsego County, Michigan, described as the South 445 feet of the Northwest quarter of the Northwest (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9), Township Thirty (30) North, Range Three (3) West; the said owners being hereinafter called the grantors; and

WHEREAS, the County of Otsego, a municipal corporation of the State of Michigan, hereinafter called the grantee, is the owner and operator of the Otsego County Airport, situated on property adjoining the West boundary of the above described premises; and

WHEREAS, for the protection of aircraft landing and taking off at the said Otsego County Airport, it is deemed necessary that the land in the immediate approaches to the runways of said airport be and remain cleared of any buildings, structures, objects, ^{growths} or assembly of persons, other than air navigation facilities;

NOW, THEREFORE,

1. In consideration of the sum of Three Hundred (\$300.00) Dollars in hand paid the grantors by the grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors and assigns, do hereby give and grant to the grantee for the use and benefit of the public, a perpetual aviation easement and right of way for the unobstructed and unrestricted flight of aircraft in, through and across the airspace over and above the aforesaid described land at any altitude or height above the surface thereof;

2. The Grantors, for themselves, their heirs, successors and assigns, do hereby covenant and agree that they will not erect, maintain, or allow any buildings, structures or objects to remain or be placed on the above described real estate.

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or permit any growths thereon except as herein otherwise provided; provided, however, that the grantors reserve unto themselves, their heirs, successors and assigns, the right of use of the said land for tree growing purposes and crop farming purposes and may bring farm machinery on the land temporarily as necessary to carry out said purposes; and provided further that the grantors, their heirs, successors and assigns shall not permit any trees or growths of any kind on said land in excess of 10 feet in height. Any trees or growths in excess of said height shall be removed by grantor at grantor's expense.

3. The grantors, for themselves, their heirs, successors and assigns, do hereby further covenant and agree that they will not use or suffer said land to be used by any assembly of persons or in such manner as might attract or bring together an assembly of persons thereon.

4. The grantors, for themselves, their heirs, successors and assigns, do hereby further give and grant to the grantees a continuing right of entry upon the said land for the purpose of removing and preventing the construction or erection of any buildings, structures or facilities and the growth of any trees or other objects upon said land other than those herein expressly excepted.

5. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, successors and assigns of the said parties, and that these covenants and agreements shall run with the land, and that for the purposes of this instrument the above land owned by the grantors shall be the servient tenement and the said premises of the Otsego County Airport shall be the dominant tenement.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals this 1st day of July, 1955.

IN PRESENCE OF

Antoinette Ricciardi
Antoinette Ricciardi

Irene Baryl
Irene Baryl

Raymond F. Billawyer
Raymond F. Billawyer

Dorothy Billawyer
Dorothy Billawyer

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State of Michigan
County of St. Clair

On this fourth day of July, 1968,
before me, a Notary Public in and for the said County,
personally appeared Raymond F. Hillmeyer and Dorothy Hillmeyer,
his wife, to me known to be the same persons described in and
who executed the within instrument, who acknowledged same
to be their free act and deed.

Antonia M. Research
Notary Public
Michigan
St. Clair County, Michigan

My commission expires June 21, 1969