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RETURN TO:
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Knapp Properties, Inc.
5000 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
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Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2004-00112461

BK **10464** PG **719-725**

INGRESS/EGRESS EASEMENT AGREEMENT

THIS AGREEMENT is made and executed on this 30 day of January 2004, by and between **COUNTRY CLUB INVESTMENT CO., L.C.** ("Park West"), and **OLDE ENGLISH VILLAGE, INC.** ("Olde English Village").

WITNESSETH:

WHEREAS, Park West is the owner of a multi-family housing project located in West Des Moines, Polk County, Iowa, legally described on Exhibit A attached hereto and made a part hereof (herein referred to as "Park West Land");

WHEREAS, Olde English Village is the owner of a multi-family housing project also located in West Des Moines, Polk County, Iowa adjacent to the Park West Land and legally described on Exhibit B attached hereto and made a part hereof (herein referred to a "Olde English Village Land"); and

WHEREAS, the Park West Land and Olde English Village Land were at one time under joint ownership and the joint owner attempted to retain a driveway for access from the Park West Land through the Olde English Village Land to Office Park Road; and

WHEREAS, a portion of the driveway is not within the retained area but instead is in the area legally described on Exhibit C attached hereto and made a part hereof (herein referred to as the "Driveway Easement Area").

IT IS THEREFORE MUTUALLY AGREED:

1. **Grant of Easement.** Olde English Village hereby grants a permanent, perpetual and non-exclusive private ingress/egress easement for purposes of access to and from the Park West Land to Office Park Road through the Driveway Easement Area. This easement shall run with the land.

2. **Reserved Rights.** Olde English Village hereby reserves and retains all other property rights in and to the areas subject to the easement; subject at all times to the terms and conditions hereof.

3. **Operating and Other Expenses.** Park West shall pay the total cost of operating, maintaining, repairing and replacing the driveway in the Driveway Easement Area. Park West shall maintain the driveway in good condition at all times and Olde English Village shall have no obligation to maintain the driveway. Park West and Olde English Village agree to keep the Driveway Easement Area at all times free and clear of any and all obstructions, including but not limited to stopped and parked vehicles. The failure of Park West to comply with the terms of this paragraph shall not result in the loss of usage of the Driveway Easement Area.

4. **Jurisdiction.** Park West and Olde English Village declare that the Iowa District Court for Polk County shall have exclusive jurisdiction over the subject matter of this Agreement, and consent to the jurisdiction of the person being in Polk County, Iowa.

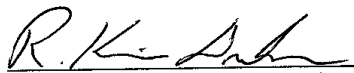
5. **No Dedication.** This instrument is not intended to, and should not be construed to dedicate the Driveway Easement Area to the general public.

6. **Application.** Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

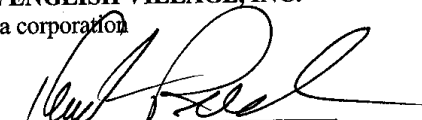
7. **Estoppel Certificates.** Upon the written request by the owner of any parcel, the other shall execute and deliver within ten (10) days of receipt of the request, a certificate certifying there are no known defaults or if there are any defaults, specifying the particulars of such defaults and the action required to remedy it/them.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year first above written.

COUNTRY CLUB INVESTMENT CO., L.C.
an Iowa limited liability company

By: 
R. Kim Dreher, Manager/Member

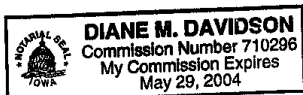
OLDE ENGLISH VILLAGE, INC.
an Iowa corporation

By: 
Kenneth Riedemann, President

ACKNOWLEDGEMENT

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

On this 22nd day of January 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **R. Kim Dreher**, to me personally known, who, being by me duly sworn, did say that he is the President of **Country Club Investment Co., L.C.**, an Iowa limited liability company, and that the instrument was signed on behalf of the limited liability company by authority of its members and the President acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company, by it and by the President voluntarily executed.



Diane M. Davidson
 Diane M. Davidson, Notary Public in and
 for the State of Iowa.

My Commission Expires: _____

STATE OF KANSAS)
) ss:
 COUNTY OF Johnson)

On this 4th day of ~~February~~ ^{March} 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Kenneth Riedemann** to me personally known, who, being by me duly sworn, did say that he is the President of Old English Village, Inc., an Iowa corporation, and that the instrument was signed on behalf of the corporation by authority of its board of directors and the said President acknowledged the execution of the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Sheri L. Shaddox
 Sheri L. Shaddox, Notary Public in and
 for the State of Kansas.

My Commission Expires: Feb. 12, 2006

CONSENT TO INGRESS/EGRESS EASEMENT AGREEMENT

The undersigned, FANNIE MAE, the holder of a certain Mortgage dated Aug 10, 1999, recorded Aug 16, 1999, in Book 8296, Page 278, with the Office of the Recorder of Polk County, Iowa, does hereby consent to the foregoing Ingress/Egress Easement Agreement.

FANNIE MAE by PRUDENTIAL ASSET RESOURCES
AS IT'S AGENT AND ATTORNEY-IN-FACT

By:

Name:

Title:

Thomas Ruffin
Thomas Ruffin
SR FANNIE MAE DIRECTOR

STATE OF Texas)
)ss:
 COUNTY OF Dallas)

On this 26th day of January 2004, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Thomas Ruffin me personally known, who being by me duly sworn, did say that he/she is SENIOR FANNIE MAE DIRECTOR of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by such person voluntarily executed.



Angela Renae Bird
 Notary Public in and for the State of Texas

LEGAL DESCRIPTION

Parcel 1:

Part of Lot 8, Golf & Country Club Plat 10 described as follows:

Beginning at a point on the East line of said Lot 8 that is 300.0 feet North of the Southeast corner of said Lot 8; thence West, at right angles to the East line of Lot 8, 313.71 feet more or less to the point of intersection with the East line of a tract described in a deed recorded in Book 4340, page 235 in the office of the Polk County Recorder; thence N 0° 19' W, along the East line of the tract described in Book 4340, page 235, 604.31 feet to the North line of said Lot 8; thence S 88° 28' E, along said North line, 84.63 feet; thence S 77° 20' E along said North line, 235.51 feet to the Northeast corner of said Lot 8; thence S 0° 27' E, along the East line of Lot 8, 433.64 feet; thence S 0° 19' E, along the East line of Lot 8, 114.5 feet to the point of beginning, all now in and forming a part of the City of West Des Moines, Iowa.

AND

A tract of land in Lot 8 Golf & Country Club Plat 10, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, that is more particularly described as follows:

Commencing as a point of reference at the Southeast corner of said Lot 8; thence N 00° 19' W, 300 feet along the East line of Lot 8 to a point; thence S 89° 41' W, 282.71 feet to the point of beginning; thence S 89° 41' W, 31 feet to a point on the East line of the tract described by deed in Book 4340, page 235; thence S 00° 19' E, 224.21 feet along the East line of said tract to the North right-of-way line of Office Park Road; thence S 45° 00' E, 21.06 feet along the North right-of-way line of Office Park Road to a point of curvature; thence Southeasterly along a curve to the left having a radius of 200 feet, an arc length of 21.64 feet along the North right-of-way line of Office Park Road to a point; thence N 00° 19' W, 250.5 feet to the point of beginning.

Parcel 2:

Lot Twelve (12) in Golf & Country Club Plat No. 11, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

EXHIBIT "A"

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LEGAL DESCRIPTION

A part of Lot Eight (8), Golf & County Club Plat 10, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa, described as follows:

Parcel I:

Commencing at the Northwest corner of Lot 8, Golf & Country Club Plat 10, West Des Moines, Polk County, Iowa; thence South 88°11' East; along the North line of said Lot 8, said North line also being the South Right-of-Way line of Interstate Highway No. 235, 225 feet to the point of beginning; thence continuing South 88°11' East along the North line of said Lot 8 and along said South Right-of-Way line, 115.9 feet; thence South 83°24' East, along the North line of said Lot 8 and along said South Right-of-Way line, 536.66 feet; thence South 88°12.5' East, along the North line of said Lot 8 and along said South Right-of-Way line 435.77 feet; thence South 0°10.5' East, 825.2 feet to a point on the South side of said Lot 8; thence North 44°48.5' West, 239.75 feet along the Southerly line of said Lot 8; thence Westerly along a 260.0' radius curve to the left 196.9 feet; thence North 88°20' West, along the Southerly line of said Lot 8 extended West (in a straight line), 742.15 feet; thence North 0°00' East 211.06; thence North 0°09' East, 425.2 feet to the point of beginning.

Parcel II:

Together with that certain non-exclusive ingress and egress easement to and from the realty described as Parcel I hereinabove, and over Lot 10 in the subdivision described in Parcel I aforesaid, all as more fully set forth in that certain Option Agreement dated June 2, 1972, filed for record with the Recorder of Polk County, Iowa, on June 23, 1972 in Book 4308 at page 22, and in that certain Easement for Right of Way dated October 15, 1972, filed for record in the aforesaid office on October 17, 1972 in Book 4331, at page 662.

Parcel III:

Together with that certain non-exclusive sanitary sewer easement to and from the realty described as Parcel I hereinabove, and over and across portions of Lot 8 in the subdivision described in Parcel 8 aforesaid, all as more fully set forth in that certain Sanitary Sewer Easement dated October 15, 1972; filed for record with the Recorder of Polk County, Iowa on October 17, 1972 in Book 4331 at page 664.

Exhibit B

DRIVEWAY LEGAL DESCRIPTION

A variable width easement over and across a portion of Lot 8, Golf and Country Club Plat 10 is described as follows: Commencing at the Southeast Corner of said Lot 8; thence N00°19'W along the East line of said Lot 8, 300.00 feet; thence S89°41'W, 313.70 feet to a point on the East line of the tract of land described by deed in Book 4340, Page 235; thence S00°19'E along said East line 153.89 feet to the point of beginning; thence continuing S00°19'E along said East line 70.32 feet to a point on the North Right-of-Way line of Office Park Road, as it is presently established, said line being the Southerly line of said Lot 8; thence N45°00'W along the North Right-of-Way line of said Office Park Road, said line being the Southerly line of said Lot 8, 50.0 feet; thence N45°00'E, 49.45 feet to the point of beginning.

EXHIBIT "C"

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