

Entered upon transfer books and for taxation
this 14~~th~~ day of March, 2007
My fee \$ 15⁰⁰ collected by recorder.

Judy Clark
Auditor JH



Document 20070555

Date 3/08/2007 Time 12:43 PM
Rec Amt \$32.00 Aud Amt \$15.00
Rev Transfer Tax \$479.20
Rev Stamp# 9 DOV# 70

BRENDA ESAIAS, COUNTY RECORDER
PAGE IOWA

LIMITED WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: Thomas E. Stamets, Stamets & Wearin, P.C., 508 N. Fourth Street,
Red Oak, IA 51566, (712) 623-5484

Taxpayer Information: Eickemeyer Properties, Inc., c/o Douglas Goracke, Goracke
Professional Group, 2016 Commerce Drive, Red Oak, IA 51566

Return Document to: Stamets & Wearin, P.C., 508 N. Fourth Street, Red Oak, IA 51566

Grantors:

Carriage Team Kansas, LLC,
a Delaware limited liability company

Grantees:

Eickemeyer Properties, Inc.,
an Iowa corporation

Legal description of real estate: See Page 4

Document or instrument number of previously recorded documents:

Prepared by: James W. Smith, Jr.
Thompson & Knight LLP
333 Clay Street, Suite 3300
Houston, Texas 77002

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Carriage Team Kansas, LLC, a Delaware limited liability company, herein called grantor, in consideration of One Dollar and Other Valuable Considerations (\$1.00) receipt of which is hereby acknowledged from grantee, does grant, bargain, sell, convey and confirm to Eickemeyer Properties, Inc., an Iowa corporation, herein called the grantee, whether one or more, the following described real property (the "Property") in Page County, Iowa:

See Exhibit A attached hereto and made a part hereof

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs, successors, and assigns forever.

THE POSSESSION OF THE PROPERTY IS CONVEYED TO GRANTEE IN ITS "AS IS" AND "WITH ALL FAULTS" CONDITION. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, ITS HABITABILITY OR MERCHANTABILITY, ITS FITNESS FOR ANY PURPOSE WHATSOEVER, SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES, STRUCTURAL OR OTHER CONDITIONS AFFECTING THE PROPERTY. FURTHER, GRANTOR MAKES NO REPRESENTATIONS WITH RESPECT TO ANY TOXIC OR HAZARDOUS WASTE OR SUBSTANCES (INCLUDING WITHOUT LIMITATION, RADON OR ASBESTOS) ON, OR THAT MAY HAVE BEEN ON, THE PROPERTY, OR THE REMOVAL OF ANY HAZARDOUS OR TOXIC WASTE OR SUBSTANCES FROM THE PROPERTY. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS FROM GRANTOR WITH RESPECT TO ANY SUCH MATTERS, AND GRANTEE AGREES THAT GRANTEE SHALL RELY SOLELY ON GRANTEE'S INSPECTIONS OF THE PROPERTY WITH RESPECT TO ALL SUCH MATTERS, AND GRANTEE EXPRESSLY ASSUMES ALL OBLIGATION AND LIABILITY FOR SUCH MATTERS, KNOWN OR UNKNOWN, REGARDLESS WHETHER SUCH MATTERS EXIST AT THE DATE HEREOF OR NOT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, GRANTEE EXPRESSLY WAIVES ALL CLAIMS (INCLUDING WITHOUT LIMITATION ANY RIGHT OR CLAIM OF CONTRIBUTION) UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE CONDITION OR HABITABILITY OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT THE AGREEMENTS CONTAINED IN THIS PARAGRAPH ARE A MATERIAL CONSIDERATION TO INDUCE GRANTOR TO CONVEY THE PROPERTY TO GRANTEE

AND THAT BUT FOR SUCH AGREEMENTS GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

And the grantor for itself and its successors does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance occurring by, through or under grantor; subject to all matters set forth herein, to building and use restrictions, easements, rights-of-way, restrictions, exceptions, reservations, encumbrances, covenants and other matters now of record and to all prescriptive rights, encroachments and other matters evident on the ground or which a correct survey would show; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever claiming by, through or under grantor, but not otherwise.

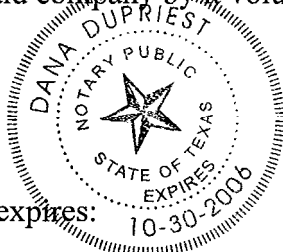
DATED this 22 day of February, 2007.

CARRIAGE TEAM KANSAS, LLC

By: W. Clark Harlow
W. CLARK HARLOW, Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 22 day of February, 2007, before me, a notary public qualified in said county personally appeared W. Clark Harlow, to me personally known, who being by me duly sworn, did say that person is a Vice President of said company, Carriage Team Kansas, LLC, and that said instrument was signed on behalf of the said company by authority of its board of managers and the said W. Clark Harlow acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



Dana Dupriest
Notary Public

My Commission expires: 11-30-2010

EXHIBIT A

Tract 1:

The East One-Half (except the North 57 feet thereof) of Block 15 of the Original Plat of the City of Clarinda, Page County, Iowa.

Tract 2:

The North 57 feet of the East One-Half of Block 15 of the Original Plat of City of Clarinda, Page County, Iowa, except the portion thereof being described as: Commencing at the Northeast Corner of said Block 15; thence South 00 degrees 39 minutes 50 seconds East 57.00 feet; thence North 90 degrees 00 minutes 00 seconds West 58.25 feet; thence North 00 degrees 01 minute 13 seconds West 43.48 feet; thence North 23 degrees 49 minutes 13 seconds West 14.77 feet; thence North 90 degrees 00 minutes 00 seconds East 63.57 feet to the Point of Beginning, said tract being subject to easements and restrictions of record.

Tract 3:

All of Lot 5 (except the East 12 feet thereof), all in Block 24, Frazer's Addition; AND South 150 feet of Block 53 in the Supplemental Plat, all in City of Clarinda, County of Page, State of Iowa.

Tract 4:

The East 1/2 of the South 108 feet of the Southwest Quarter of Block 15 of the Original Plat of the City of Clarinda, County of Page, State of Iowa.

Tract 5:

The North 42 feet of the Southwest Quarter of Block 15 of the Original Plat of the City of Clarinda, County of Page, State of Iowa.