

When recorded return to:  
Thomas L. Flynn  
666 Walnut Street, Suite 2000  
Des Moines, IA 50309

**COMPARED**

FILED FOR RECORD  
POTTAWATTAMIE CO., IA

2005 OCT 17 PM 1:39

JOHN SCIORTINO  
RECORDER

INST # 007882  
RECORDING FEE 10.00  
AUDITOR FEE \_\_\_\_\_  
RMA FEE 1.00 ECOM 1.00

Prepared by: Thomas L. Flynn, The Financial Center, 666 Walnut Street Suite 2000, Des Moines, IA 50309-3989, 515-243-7100 IASB 1652

**INGRESS/EGRESS AND PARKING EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that O-P Warehouse, LLC, a limited liability company (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Lincoln Street, L.L.C., an Iowa limited liability company (hereinafter called "Grantee") a perpetual easement and right-of-way under, over, on, through, across and within the following-described real estate:

The North 79.50 feet of the South 430.00 feet of Lots 18 and 19, Auditors Subdivision of Section 21, Township 75N, Range 44W of the 5th P.M., Pottawattamie County, Iowa, together with the South 430.00 feet of the East 35.00 feet of the 38.00 foot wide railroad right-of-way adjacent thereto on the east,

(hereinafter called "Easement Area"),

for the purpose of allowing the Grantee access to and from and parking rights on the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS, OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
3. **RIGHT OF ACCESS.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to the right to remove without liability to Grantor, any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The Grantee shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall be borne by the Grantor provided, however, the Grantee may perform such maintenance should it determine in its sole discretion such maintenance is needed.

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5. EASEMENT BENEFIT. This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.

6. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

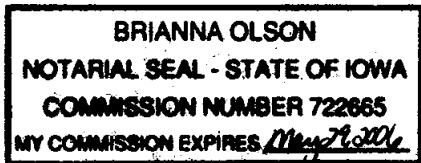
Signed this 10<sup>th</sup> day of September, 2005.

O-P WAREHOUSE, LLC

By TERRY J. STARK  
Its owner/manager

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 10<sup>th</sup> day of October, 2005, before me a Notary Public in and for said county, personally appeared Terry J. Stark, to me personally known, who being by me duly sworn did say that that person is owner/manager (insert title of executing member) of said O-P Warehouse, LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) O-P Warehouse, LLC and that said instrument was signed and sealed on behalf of the said O-P Warehouse, LLC by authority of its managers and the said Notary Public acknowledged the execution of said instrument to be the voluntary act and deed of said O-P Warehouse, LLC, by it voluntarily executed.



Brianna Olson  
Notary Public in the State of Iowa