

WARRANTY DEED

7

Woodbury County, Iowa - Filed For Record  
MAKING BROS. CO., SIOUX CITY, IOWA

AT 9:10 AUG 11 1962 A.M.

W. W. Lindgren, Recorder \$3.00

By Arvid A. Axtell, Deputy

**Know All Men by these Presents:**

That Robert Gessell and Jayne W. Gessell, husband and wife, and Douglas Rees  
and Maxine Rees, husband and wife,

of Woodbury County and State of Iowa in consideration of the sum of  
One Dollar and other valuable consideration DOLLARS

in hand paid by Bellas Hess Superstores, Inc. of Sioux City

of Woodbury County and State of Iowa do hereby **SELL AND CONVEY**  
unto the said Bellas Hess Superstores, Inc. of Sioux City

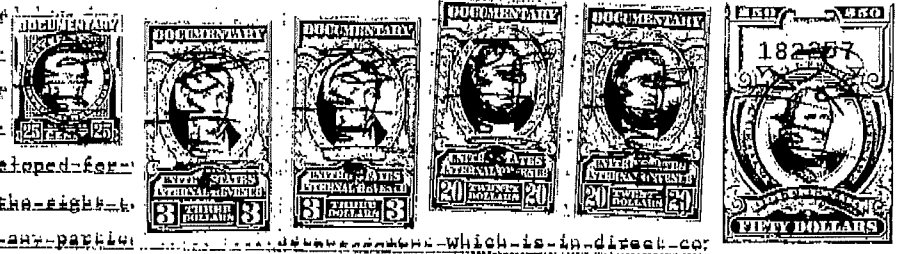
the following described premises situated in the  
County of Woodbury and State of Iowa to-wit:

That part of the West Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and that part of Government Lot Eight (8), Section One (1), Township Eighty Eight (88) North, Range Forty Eight (48), West of the Fifth Principal Meridian, described as follows:

Beginning at the Northeast corner of said West Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼); thence South along the East line of said West Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) for Eight Hundred Eight Eight (888) feet; thence with an angle to the right of Eighty Nine (89) degrees Eleven (11) minutes across said West Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and across said Government Lot Eight (8) for One Thousand Three and three-tenths (1003.3) feet to a point on the East right-of-way line of Highway #75; said point being Eighty Five (85) feet East of the centerline of said highway as now located and established; thence with an angle to the right of Ninety Three (93) degrees Thirty (30) minutes along said right-of-way line (which is Eighty Five (85) Feet East of, and parallel with the centerline of said highway) for Five Hundred Two and four-tenths (502.4) feet; thence to the left along a Five Thousand Eight Hundred Fifteen (5815) foot radius curve along said right-of-way line for Two Hundred Twelve (212) feet; thence along a straight line in a Northeasterly direction to a point on the North line of said Government Lot Eight (8) which is Two Hundred (200) feet East of the centerline of said Highway #75 measured along the North line of said Government Lot Eight (8); thence East along the North line of said Government Lot Eight (8) and along the North line of said West Half (W½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) for Eight Hundred Sixty Four Feet (864') to the point of beginning, except a strip of land Twenty Five Feet (25') wide heretofore conveyed to the City of Sioux City, Iowa, for street purposes, which strip lies north and south along and parallel to the entire easterly boundary of the premises.

Further, grantors as present owners of a ten acre tract immediately south of and adjacent to the parcel herein conveyed do hereby record the imposition of a restrictive covenant to run with the land and be binding upon said ten acre tract for the benefit of the land herein conveyed and to inure to the Grantee, its successors or assigns. Said restrictive covenant is with reference to the use of said ten acre tract and provides that if the same is developed for retail purposes, that grantee herein or its successors and assigns shall have the right to approve or disapprove the use of said ten acre tract or any part thereof for any particular retail establishment which is in direct competition with some retail business or department then in operation upon the tract herein conveyed. These restrictions shall terminate July 26, 2037.

~~Further, Grantors as present owners of a ten-acre tract immediately south of and adjacent to the parcel herein with herein conveyed covenant is same is developed for shall have the right thereof for any part thereof which is in direct connection with retail business or department then in operation upon the tract herein conveyed.~~



And the said grantors hereby covenant with the said grantee that they hold said premises by good and perfect title; that they have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And grantors covenant to WARRANT AND DEFEND the title to the said premises against the lawful claims of all persons whomsoever.

And the said Jayne W. Gessell and Maxine Rees hereby relinquish all contingent rights, including all their right of dower, homestead or distributive share in and to the above described premises.

Signed the 26th day of July A. D. 19 62

Filed for record and duly certified to County Auditor this 11 day of Aug. 19 62  
 \$1.10 collect A. S.  
 Recorder's and Auditor's fee \$ 3.00 paid  
 C. M. Corbett  
 Deputy Recorder

*Robert Gessell*  
 Robert Gessell  
*Jayne W. Gessell*  
 Jayne W. Gessell  
*Douglas Rees*  
 Douglas Rees  
*Maxine Rees*  
 Maxine Rees

STATE OF IOWA }  
 Woodbury County, } ss.

On this 26th day of July, A. D. 19 62, before me  
 C. M. Corbett a Notary Public in and for Woodbury County,  
 State of Iowa, personally appeared Robert Gessell and Jayne W. Gessell, husband and wife,  
 and Douglas Rees and Maxine Rees, husband and wife

to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my official signature and seal of office at Sioux City, Iowa  
 the day and year last above written.  
**WOODBURY COUNTY, IOWA**  
 Entered upon the transfer book and  
 for taxation this 11 day of Aug, 1962  
 My fee paid by Recorder \$ 3.00  
*[Signature]*  
 Notary Public in and for said County and State.

*[Signature]*  
 Auditor