



# WARRANTY DEED

## (CORPORATE)

Know All Men by These Presents:

8568

That COUNCIL BLUFFS INDUSTRIAL FOUNDATION, INC.  
having its principal place of business at Council Bluffs in Pottawattamie  
County and State of Iowa, a corporation organized and existing under the  
laws of the State of Iowa, in consideration of the sum of Ten Dollars (\$10.00) and other  
valuable consideration  
in hand paid does hereby CONVEY unto VACANTI and RANDAZZO CONSTRUCTION COMPANY, a corporation

Grantees' Address: 4201 South 87th Street, Omaha, Nebraska

the following described real estate situated in Pottawattamie County, Iowa, to-wit:

The real estate described in Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to an existing 33-foot pipeline easement. Grantor reserves an easement in a 33-foot strip of land abutting and contiguous to the Northeasterly right-of-way line of 35th Street Diagonal for future pipeline relocation purposes. Grantor also reserves for railroad easement purposes a tract of land described as follows: Beginning at the same point of beginning described in Exhibit "A", thence along the Southerly right-of-way line of a railroad easement N53°12'15"E, 35.33 feet; thence Northeasterly 282.46 feet along a 435.28 foot radius curve to the right; thence S89°37'E, 204.28 feet; thence South 28.00 feet; thence S89°37'E, 38.77 feet; thence S00°23'W, 70.05 feet; thence N89°45'30"W, 474.06 feet; thence S53°12'15"W, 54.44 feet; thence N36°47'45"W, 28.00 feet to the point of beginning.

Subject to easements now of record, established roads and highways, applicable zoning regulations and Restrictive Covenants attached hereto marked Exhibit "B" and by reference made a part hereof.

And said Corporation hereby covenants with said grantees, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances whatsoever, except as may be above stated; and it covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

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

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 8th  
day of September, 1972.

UNCIL BLUFFS INDUSTRIAL FOUNDATION, INC.

By Gayle S. Tate PRESIDENT Title  
By Emmet Tinley SECRETARY Title  
Emmet Tinley

First Federal Savings and Loan Building  
Council Bluffs, Iowa 51501  
(Grantors' Address)

STATE OF IOWA, COUNTY OF Pottawattamie ss.

On this 5<sup>th</sup> day of September, A.D. 1972, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Gayle S. Tate and Emmet Tinley to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that <sup>(the seal affixed thereto is the seal of said)</sup> ~~(no seal has been procured by the said)~~ corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Gayle S. Tate and Emmet Tinley, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

72-13519

\_\_\_\_\_, Notary Public in and for said County.

Exhibit "A"

Legal Description

A part of the West  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 3 and a part of the East  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 4 all in Township 74 North, Range 44 West of the 5th PM, Pottawattamie County in the City of Council Bluffs, Iowa, which is more particularly described as follows:

Commencing at the West  $\frac{1}{4}$  corner of said Section 3 thence North, 1355.00 feet; thence West 496.19 feet to the point of beginning being also a point on the Northeasterly right-of-way line of 35th St. Diagonal; thence along the Southerly right-of-way line of a railroad easement N53°12'15"E, 35.33 feet; thence Northeasterly 282.46 feet along a 435.28 foot radius curve to the right; thence S89°37'E, 204.28 feet; thence South, 28.00 feet; thence S89°37'E, 38.77 feet; thence S00°23'W, 70.05 feet; thence S36°47'45"E, 286.24 feet; thence Southwesterly 55.19 feet along a 316.48 foot radius curve to the left with chord bearing S58°12'W, 55.13 feet; thence S53°12'15"W, 319.85 feet; thence S74°37'40"W, 41.07 feet; thence N81°47'45"W, 21.21 feet; thence N44°14'50"W, 38.56 feet; thence along the Northeasterly right-of-way line of 35th St. Diagonal N36°47'45"W, 526.80 feet to the point of beginning.

Note: The West line of the NW $\frac{1}{4}$  of Section 3 is assumed to bear North-South.

COUNCIL BLUFFS INDUSTRIAL FOUNDATION, INC.

By Gayle S. Tate  
Gayle S. Tate  
President

By Emmet Tinley  
Emmet Tinley  
Secretary

# PROTECTIVE COVENANTS AND RESTRICTIONS

for

## IOWA-NEBRASKA RIVER INDUSTRIAL PARK

### 1. Architectural Control

No building, sign, fence, wall or other structure shall be erected, placed or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement, grading plan, and a plan designating areas to be landscaped, have been approved by the undersigned Council Bluffs Industrial Foundation or its assigns. The Council Bluffs Industrial Foundation shall consider such plans and specifications with regard to quality and use of exterior materials, exterior design, proposed finish grades, and suitability to meeting fire rating requirements; provided that the Council Bluffs Industrial Foundation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the industrial park.

The approval or disapproval of the undersigned Council Bluffs Industrial Foundation or its assigns as required in these covenants shall be in writing. In case of disapproval the Council Bluffs Industrial Foundation or its assigns shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the said Foundation or its assigns will approve for the subject property. Failure of the Council Bluffs Industrial Foundation or its assigns to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Control provisions of these restrictions in regard to said submitted plan.

### 2. Use of Property

The Council Bluffs Industrial Foundation specifically reserves the right to deny permission of such uses of the property as may, through smoke, odor, heat, industrial waste, noise, light, and vibrations, create nuisances incompatible with the master plan for development of the industrial park.

### 3. Building Set-Backs

There shall be a minimum set-back of 50 feet from all abutting roads and streets, except that there shall be a minimum set-back of 75 feet from 35th Street Diagonal and a minimum set-back of 35 feet from Interstate Highway right of way. For interior side yards there shall be a minimum set-back of 20 feet from the lot line.

### 4. Limitations as to Percentage of Land Covered by Buildings

The total land coverage by buildings and structures shall not exceed sixty (60) per cent of the area of each individual tract.

### 5. Parking Facilities

All vehicular parking (customer, visitor and employee) shall be off-street. In no case shall any repair, servicing, or dismantling of automobiles or other vehicles, or loading or unloading operations be permitted in the parking areas. All parking areas shall be hard surfaced.

#### 6. Special Restrictions for 35th Street Diagonal

Except for driveways necessary for ingress and egress to and from the building plot, no surfacing shall be permitted in the strip of land 20 feet in width abutting 35th Street Diagonal. Said 20 foot strip of land shall be landscaped and attractively maintained. Except with the written consent of the Council Bluffs Industrial Foundation no electric power or telephone service poles shall be permitted in 35th Street Diagonal.

#### 7. Loading Areas

All loading and unloading operations shall be off-street. In no case shall loading and unloading be permitted in the required parking areas or in a location which will interfere with ingress or egress thereto. All loading areas shall be hard surfaced.

#### 8. Outside Storage

No article of merchandise or other material shall be kept, stored or displayed outside the confines of a walled building, unless it is screened by fences, walls or plantings. In no event shall any part of the parking or landscaped areas shown in the previously approved plans be used for the storage of any merchandise or other material.

#### 9. Erection of Signs

No owner, lessee, or occupant of land within this Industrial Park shall use or permit to be used any portion of the property under his control for the erection of signs or billboards or displays other than those directly connected with his own operations thereon. Written approval of the Council Bluffs Industrial Foundation is required prior to the erection of any sign, temporary or permanent, not attached to a building.

#### 10. Maintenance

That portion of each tract which is not improved through the construction of buildings, parking facilities, loading facilities or landscaped area shall be seeded to a cover planting which grows to a height not to exceed approximately 18 inches, and shall be attractively maintained. In no event shall any part of the land, after conveyed by the Council Bluffs Industrial Foundation, be planted to cultivated row crops. The property owner shall be responsible for maintenance of the property up to the edge of the pavement on the abutting street or streets. No waste materials, junk or rubbish shall be permitted to remain on the property. Maintenance for which the property owner shall be responsible includes maintenance of the exteriors of all buildings in a neat and attractive condition.

#### 11. Enforcement

These restrictive covenants may be enforced by court action or other means only by the Council Bluffs Industrial Foundation, its successors and assigns.

## 12. Reversion

If, after the expiration of two years from the date of execution and delivery of a warranty deed to, or execution of a real estate contract for sale of, any tract within the industrial park by the Council Bluffs Industrial Foundation, any title holder shall not have completed the construction of a building acceptable to the said Foundation upon said tract, in accordance with the plans to be submitted for said Foundation's approval under these Protective Covenants and Restrictions, said Foundation shall have the right to refund the purchase price received by said Foundation to the then titleholders and upon payment thereof title to said tract shall immediately revert to and vest in said Foundation, together with all rights of ownership and possession incident thereto. At any time said Foundation, its successors or assigns, may extend in writing the time in which such building may be completed.

## 13. Duration

These covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2000, at which time they shall automatically terminate. If the grantee herein or any subsequent owner or user of said real estate shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Council Bluffs Industrial Foundation or its successors in interest to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations, or both. Invalidation of any of these covenants by Court order or decrees shall in no way affect the other provisions, which shall remain in full force and effect.