AGREEMENT

THIS AGREEMENT entered into this 24 day of October, 1991, by and between J. L. Hoffmann and Dorothy Hoffmann, husband and wife, hereinafter First Parties; and Delaware County Solid Waste Commission, hereinafter Second Party;

AND WHEREAS Second Party is purchasing real estate located in Delaware County, Iowa, legally described as follows:

> That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 6, Township 88 North, Range 5, West of the 5th P.M., described as commencing at the Southwest corner of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) running thence North on the West line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) a distance of 340.0 feet, more or less, to the center of the existing driveway access to State Highway No. 13, running thence East 712.59 feet, thence South 340.0 feet, more or less, to the South line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), thence West on the South line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), 712.59 feet to the point of beginning; all of the foregoing subject to highways, easements and restrictions of record.

AND WHEREAS, First Parties are the owners of real estate adjacent to the real estate described herein lying to the North and to the East of the herein described real estate;

AND WHEREAS, the parties wish to enter into an agreement restricting certain uses of the real estate described herein;

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits to be gained by the parties, they agree as follows:

1. No commercial type livestock operation will be conducted on said lands, including, but not limited to, raising, feeding, exchange or sales of livestock.

FILE No. 133-1069
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 24 DAY OF October, 1991 AT 4:06 O'CLOCK P. M. BOOK 2 PAGE 230

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

2. No salvage yard business, used car business or business of a similar nature shall be conducted thereon. However, it is understood that the Party of the Second Part proposes to use the property that they are purchasing as a site for solid waste recycling and for any related purpose and that the restrictions referred to in this subparagraph shall not apply to solid waste recycling and related purposes as contemplated by the Second Party.

3. No unlawful use will be made of their said lands; all valid regulations of the Board of Health, laws of the State of Iowa and federal government will be complied with, but this provision will not be construed as creating any duty to the general public. Each party agrees not to allow accumulations of trash on their said lands.

4. Each party agrees to mow, or keep down, all weeds on and near the boundary line.

THE COVENANTS and provisions herein set forth in this Agreement shall be enforceable by either party by appropriate legal proceedings whether at law or in equity, commencing with the date of the execution of this contract and at all times in the future after delivery of a deed of conveyance to Second Party.

THIS AGREEMENT shall run with the land and be binding on the successors, heirs and assigns of the parties hereto.

DELAWARE COUNTY SOLID WASTE COMMISSION

J. L. Hoffmann

By James R. Schmitz - Chairman
James R. Schmitz - Chairman

Dorothy Hoffmann

Dorothy Hoffmann

First Parties

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24 day of October, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared J. L. Hoffmann and Dorothy Hoffmann, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

THOMAS J. HANSON NOTARIAL SEAL IOWA

DANIEL H. SWIFT
MY COMMISSION EXPIRES
November 1, 1993

Thomas J. Hanson
Notary Public in and for the
State of Iowa
Thomas J. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 24 day of October, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Schmitz, Chairman of Delaware County Solid Waste Commission, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged to me that he executed the same as his voluntary act and deed.

Notary Public in and for the
State of Iowa