Recorded: 5/5/2020 at 1:27:44.0 PM
County Recording Fee: $37.00
Iowa E-Filing Fee: $3.00
Combined Fee: $40.00
Revenue Tax: $121.60
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1324

THE ABOVE SPACE RESERVED FOR RECORDING PURPOSES

Recorder's Cover Sheet

DOCUMENT NAME: Special Warranty Deed

Preparer Information:
Name: Carolyn Martin, Esq.
Company: Allied Waste North America, LLC
City, State, Zip: 18500 North Allied Way, Phoenix, AZ 85054
Phone #: 480.627.2700

Return Document To:
Company:
Attn: Randy Harbach
City, State, Zip: 108 Gay Street, Delhi, IA 52223

Grantor Name (Address, City, State and Zip):
Allied Waste North America, LLC, a Delaware limited liability company
18500 North Allied Way
Phoenix, AZ 85054

Grantee Name (Address, City, State and Zip):
Randy Harbach
108 Gay Street
Delhi, IA 52223

SEND TAX STATEMENTS TO:
Name: Randy Harbach
Company:
City, State, Zip: 108 Gay Street, Delhi, IA 52223

Legal Description – Type Full Legal description below:
Parcel "E", Section 32, Township 89 North, Range 4, West, Delaware County, Iowa, according to plat recorded in Book 2001, Page 1142.

Document or instrument number of previously recorded documents, if applicable:

WHEN RECORDED, RETURN TO:

Randy Harbach
108 Gay Street
Delhi, IA 52223

SPECIAL WARRANTY DEED

For and in consideration of Ten Dollars ($10.00) and other valuable consideration, Allied Waste North America, LLC, a Delaware limited liability company ("Grantor"), as successor by conversion from Allied Waste North America, Inc., does hereby convey to Randy Harbach, a single man ("Grantee"), the following described real property located in Delaware County, State of Iowa (the "Property") together with all improvements thereon, and all rights, privileges, easements, hereditaments, tenements and appurtenances belonging to such Property:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE;

SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND RESERVATIONS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND

SUBJECT TO: the taxes and assessments not yet delinquent, reservation in patents and all easements, rights-of-way, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; and such state of facts as would be disclosed by a proper inspection or accurate ALTA survey of the Property, the Grantor warrants the title against all acts of the Grantor and no other.

DATED this 5 day of May, 2020.

[Signature Page Follows]

GRANTOR:

Allied Waste North America, LLC, a Delaware limited liability company

By: _____
Name: Adrienne Wilhoit
Title: Vice President

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of April, 2020, by Adrienne Wilhoit, the Vice President of Allied Waste North America, LLC, a Delaware limited liability company, on behalf of such company.

_____
Notary Public

My Commission Expires:

11/11/22

ANDREA WING
Notary Public - Arizona
Maricopa County
Commission # 552952
My Comm. Expires Nov 11, 2022

EXHIBIT "A" TO DEED

LEGAL DESCRIPTION

Parcel "E", Section 32, Township 89 North, Range 4, West, Delaware County, Iowa, according to plat recorded in Book 2001, Page 1142.

EXHIBIT "B" TO DEED

RESTRICTIONS

Section 1. Restrictions.

A. Grantee agrees that that neither it nor its successors or assigns shall use, or permit a tenant or occupant of the Property to use, the Property for the operation of a solid waste or recyclables business (the business of the disposal, hauling, storage or transfer of solid waste or recyclables); except and provided, however, the following operations are not restricted or precluded: storage of scrap vehicles on the Property and the sale of used vehicle parts and related scrap metal.

B. In addition to all remedies available to Grantor at law or in equity for any breach or threatened breach of the covenants or restrictions contained herein, Grantor, its successors or assigns shall be entitled to enjoin such breach or threatened breach of the covenants or restrictions contained herein. In addition, Grantor shall be entitled to recover from Grantee, its successors or assigns, all of Grantor's attorneys' fees, expert fees and costs, court costs and other litigation-related expenses arising from any enforcement of the covenants or restrictions contained herein.

Section 2. Covenants Run With The Land. The restrictions, reservations, terms and conditions contained in Section 1 above (the "**Restrictions**") shall bind and run with the land hereby conveyed for a period of twenty-one (21) years from the date of recordation of the Deed (the "**Term**"). The Term of the Restrictions shall be automatically extended for successive periods of ten (10) years each, unless both parties agree in writing to terminate the Restrictions and record a release of the Restrictions signed by both parties in the appropriate real property records for the county in which the Property is located. In addition, a notice of the Restrictions contained in this Deed shall be recorded by Seller at closing in the appropriate real property records for the county in which the Property is located.

Section 3. As Is. The Property is conveyed subject to the following:

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR

BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTOR ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE FROM AND AFTER THE DATE OF CLOSING. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY GRANTOR WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF GRANTOR CONCERNING THE PROPERTY, AND GRANTOR MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF.