Recorded: 5/6/2020 at 8:04:02.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1331

THE ABOVE SPACE RESERVED FOR RECORDING PURPOSES

Recorder's Cover Sheet

DOCUMENT NAME: MEMORANDUM OF USE RESTRICTIONS

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, 18500 North Allied Way, Phoenix, AZ 85054

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

MEMORANDUM OF USE RESTRICTIONS

THIS MEMORANDUM OF USE RESTRICTIONS (this "Memorandum") is made this 5 day of May, 2020 (the "Effective Date"), by **Randy Harbach, a single man** ("Owner").

RECITALS:

WHEREAS, as part of the consideration to Allied Waste North America, LLC ("Allied") for Owner's purchase from Allied of certain real property containing approximately 3.87 acres located at 2124 State Highway 38, in the City of Manchester, Delaware County, Iowa, which property is more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property"), Owner agreed to place certain use restrictions on the Property;

WHEREAS, the restrictions, as set forth in full below, are also set forth in that certain Special Warranty Deed recorded by the Recorder of Delaware County, Iowa, in Book 2036, Page 1324 (the "Deed").

NOW, THEREFORE, Owner has executed this Memorandum to provide additional record notice of the use restrictions on the Property contained in the Deed.

1. The above recitals are true and correct and are incorporated herein by reference.

2. The following use restrictions are set forth in Exhibit B to the Deed, wherein the Owner is the stated "Grantee" and Allied is the stated "Grantor":

> "**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 Grantor at Closing in the appropriate real property records for the county in which the Property is located."

3. Owner acknowledges that this Memorandum is executed only for recording purposes in order to give notice of the existence of the Restrictions, and to the extent that the terms and provisions of this Memorandum differ from those Restrictions set forth in the Deed, the terms and provisions of the Restrictions set forth in the Deed shall control.

[*Signature appears on the following page.*]

IN WITNESS WHEREOF, Owner has caused this Memorandum to be signed on the Effective Date.

OWNER:

Randy Harbach

STATE OF Iowa)
) ss.
County of Delaware)

The foregoing instrument was acknowledged before me this 29th day of April, 2020, by Randy Harbach, a single man.

Notary Public

My Commission Expires:

9/22/2022

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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