



IOWA DEPARTMENT OF NATURAL RESOURCES



CRT Collection Facility
COLLECTION REGISTRATION FORM

[ ] New Registration -CRT- - To be filled in by agency

FACILITY CONTACT INFORMATION

Facility Information

Name: Metro Waste Authority Phone: 515-967-5512
Address: 1105 Prairie Drive SW Fax:
City, State, Zip: Bondurant, IA 50035 E-mail: kfi@mwatoday.com

Responsible Official for the Facility

Name: Kyle Fischer Phone: 515-333-4431
Address: 1105 Prairie Drive SW Fax:
City, State, Zip: Bondurant, IA 50035 E-mail: kfi@mwatoday.com

CRT Drop-off Location (if different than mailing address):

CERTIFICATION

- [X] IAC 567 122.5(1) - Attach proof of ownership or legal entitlement to use the property for CRT collection.
OR
[ ] IAC 567 122.5(2) - If the facility is leased, the applicant shall also include a statement, signed by the property owner, stating that the property owner is aware that CRT collection is taking place at the site and property owner may be held liable for wastes abandoned at the site (below).

- [ ] Property Owner [ ] Designated Representative of the property owner (Provide verification of status as representative)

By signing below, I state that I am the owner or the representative of the owner of the property described in this application. I acknowledge that I or the owner I represent have been informed and are aware of the uses and activities that are ongoing or proposed for the property and consent to those uses and activities. Furthermore, I understand that the issuance by the Iowa Department of Natural Resources, of a Permit/Registration to collect and recycle Cathode Ray Tubes on the property and the terms and conditions of any such registration do not relieve the owner of the Property from any liability, duty, or responsibility arising under Iowa's Solid Waste Management regulations.

Signature: [Handwritten Signature] Date: 01/09/2023
Printed Name: Kyle Fischer

CERTIFICATION

I certify under penalty of law that I am the owner, operator, or authorized representative of the owner or operator and that I have examined and am familiar with the information reported above, and that I believe the information is true, accurate and complete.

Printed Name: Kyle Fischer Phone: 515-333-4431
Email: kfi@mwatoday.com Fax:
Signature: [Handwritten Signature] Date: 01/09/2023

Return completed application with attached information to: Iowa Department of Natural Resources, Solid Waste Section, 502 E 9th St, Des Moines IA 50319-0034.

ORDINANCE NO. 93-18

AN ORDINANCE AMENDING THE ZONING CHAPTER OF THE 1993 MUNICIPAL CODE OF THE CITY OF BONDURANT, IOWA, TO PROVIDE FOR PERMITTING COLLECTION AND WEARHOUSING OF HOUSEHOLD HAZARDOUS WASTE IN THE M-2 ZONED AREA.

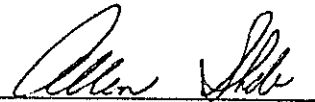
BE IT ORDAINED by the City Council of the City of Bondurant, Iowa, that the zoning chapter Article 20 Section 2 of the 1993 Municipal Code of the City of Bondurant be and is hereby amended by adding the following section:

2.21 Warehousing and collection of household hazardous waste.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance and hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as and publication as provided by law.

PASSED at Bondurant, Iowa, this 21<sup>st</sup> day of June, 1993.



Mayor, Allen Ihde

ATTEST

I, City Clerk of the City of Bondurant, Iowa, hereby certify that the above and foregoing is true copy of Ordinance No. ~~93-18~~ (Rollcall No. ~~8~~), passed by the City Council of said City at the meeting held on the 21<sup>st</sup> day of June, 1993, signed by the Mayor on the 21<sup>st</sup> day of June, 1993, and published, as provided by law in the Altoona Herald newspaper on the 1<sup>st</sup> day of July, 1993, authorized by Purchase Order No. ~~263~~.



CITY CLERK, Corbin W Van Wyk

1st Reading: Waived  
2nd Reading: Waived  
3rd Reading: 6/21/93

FILED FOR RECORD  
POLK COUNTY, IOWA

WARRANTY DEED

IOWA REALTY CO., INC.  
3501 Westown Parkway  
West Des Moines, Iowa 50266

93 AUG 26 P 1:37 R

DECLARATION

Know all Men by These Presents: That Morris R. McCleary, a single person

in consideration  
of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION  
in hand paid do here Convey unto Des Moines Metropolitan Area Solid Waste Agency

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

Bond  
82743  
107.20

Lots 5 and 6 in McCleary Meadows Industrial Park, an  
Official Plat, now included in and forming a part of  
the City of Bondurant, Iowa,

REAL ESTATE TRANSFER  
TAX PAID \$ 107.20  
TJB AUG 26 1993  
TIMOTHY J. BRIEN, Recorder  
POLK COUNTY  
999  
STAMP #

INST # 013806  
RECORDING FEE 600  
AUDITOR FEE 500

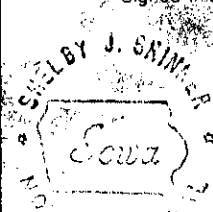
Subject to and together with any and all easements, covenants and restrictions of record.

And the grantors do **Hereby Covenant** with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple, that they have good and lawful authority to sell and convey the same; that said premises are **Free and Clear of all Liens and Encumbrances Whatsoever** except as may be above stated; and said grantors Covenant to **Warrant and Defend** the said premises against the lawful claims of all persons whomsoever, except as may be above stated

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises

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

Signed this 25<sup>th</sup> day of August, 19 93



Morris R. McCleary  
Morris R. McCleary

STATE OF IOWA,  
COUNTY OF POLK ss.

On this 25<sup>th</sup> day of August, 19 93 before me,  
the undersigned, a Notary Public in and for said County, in said  
State, personally appeared Morris R. McCleary, a  
single person

Entered upon transfer books and for  
taxation this 27 day of Aug  
1993 My fee \$ 500 collected  
by recorder  
Tom Bastin  
Auditor

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

Shelby J. Skinner  
Notary Public in and for said County.

BOOK 6842 PAGE 955

# Memorandum

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**To:** Ron Lacey  
**CC:** Tom Keith  
**From:** Beth Shonts  
**Date:** February 15, 1995  
**Subject:** Original Legal Documents for Filing

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Attached are the following original legal documents for filing:

**Warranty Deed** for Regional Collection Center Real Estate:  
Lots 5 and 6 in McCleary Meadows Industrial Park, an Official Plat, now  
included in and forming a part of the City of Bondurant, Iowa  
Signed: August 25, 1993  
by Morris R. McCleary

**Attorney's Title Opinion** for Regional Collection Center Real Estate:  
Lots 5 and 6 in McCleary Meadows Industrial Park, an Official Plat, now  
included in and forming a part of the city of Bondurant, Iowa  
By Brick, Gentry, Bowers, Swartz, Stoltze, Schuling & Levis, P.C.  
Signed: August 23, 1993

File McCLEARY  
MEADOWS  
INDUSTRIAL  
PARK

BRICK, GENTRY, BOWERS, SWARTZ,  
STOLTZE, SCHULING & LEVIS, P. C.  
ATTORNEYS AND COUNSELORS AT LAW

OF COUNSEL  
T. JAMES McDONOUGH  
MARK D. RAVREBY, M.D., J.D.

JOSEPH S. BRICK  
PATRICK W. BRICK  
JAMES E. BRICK  
NOLDEN GENTRY  
JAMES R. BOWERS  
CLIFFORD S. SWARTZ  
BRUCE H. STOLTZE  
MARK R. SCHULING  
DOUGLAS F. STASKAL  
THOMAS J. LEVIS  
AMY S. BEATTIE  
STEPHANIE L. BRICK  
STEVEN P. BRICK

39TH AND INGERSOLL  
550 THIRTY-NINTH STREET, SUITE 200  
DES MOINES, IOWA 50312  
TELEPHONE (515) 274-1450  
FACSIMILE (515) 274-1488

August 23, 1993

Teree Caldwell-Johnson  
Executive Director  
Des Moines Metropolitan Area  
Solid Waste Agency

Dear Ms. Caldwell-Johnson:

ATTORNEY'S TITLE OPINION

We have examined the Abstract of Title to the following described real estate:

Lots 5 and 6 in McCleary Meadows Industrial Park, an Official Plat, now included in and forming a part of the City of Bondurant, Iowa.

The Abstract is a Pencil Note continuation from the original entry or root of title to August 5, 1993 at 7:00 a.m. Based on the latest continuation of the Abstract, we find that good and merchantable title is vested of record in Morris R. McCleary, single, subject, however, to the following comments and objections:

1. At Entry No. 15 of Pencil Notes No. 226280 shows record of a transmission line easement dated May 19, 1967 and filed for record on June 5, 1967 in Book 3852, at Page 423 in the Office of the Polk County Recorder. I have attached hereto as Exhibit "A" a copy of said transmission line easement agreement for your information.
2. At Entry No. 56 of Pencil Notes No. 226280 shows record of a platting procedures for McCleary Meadows Industrial Park which were filed of record on September 20, 1989 in

Teree Caldwell-Johnson  
August 23, 1993  
Page 2

Book 6150, at Page 821 in the Office of the Polk County Recorder. Included in said platting procedures was a copy of the plat which I have attached hereto as Exhibit "B" and you should examine the same to assure yourself that there are no restrictions to the use of said lots which would preclude you from utilizing the property in the manner in which you intend to use the same.

3. At Entry No. 58 of Pencil Notes No. 226280 shows record of Commercial Protective Covenants, Conditions and Restrictions dated August 22, 1989 and filed for recorded September 20, 1989 in Book 6150, at Page 838 in the Office of the Polk County Recorder. I have attached hereto as Exhibit "C" a copy of said Covenants, Conditions and Restrictions and would request that you examine the same to assure that there is no use which is being planned for the property that are precluded by said Covenants.
4. At Entry No. 59 of Pencil Notes No. 226280 shows record of a conflicting conveyance wherein there appears a mortgage executed by Merle A. Hall and Ruth A. Hall to the Altoona State Bank dated September 18, 1989 and filed for record September 27, 1989 in Book 6153, at Page 673 in the Office of the Polk County Recorder. Said mortgage purports to encumber real estate as follows:

Conveys the following described land situated in Polk County, Iowa, to wit: Southwest corner of Section 1, Township 79 North, Range 23, West of the 5th P.M., Polk County.

You should secure a release of said conflicting conveyance by the Altoona State Bank at or prior to the time of closing.

5. At Entry No. 61 of Pencil Notes No. 226280 shows that there were no special assessment deficiencies nor were there any preliminary special assessments against the parcels of property under examination.
6. At Entry No. 63 of Pencil Notes No. 226280 shows that real estate taxes for the fiscal year 1992-93 due and payable in September of 1993 and March of 1994 are as follows:

Teree Caldwell-Johnson  
August 23, 1993  
Page 3

First Installment \$39.00 paid  
Second Installment \$39.00 paid  
on Lot 5, Parcel no 221-355.

With reference to Lot 6 the Abstract shows:

First Installment \$36.00 paid  
Second Installment \$36.00 paid  
on Parcel No. 221-356.

Your attention is called to the fact that it is the usual custom in Polk County to prorate real estate taxes to the date of possession. Unless your offer to buy provides otherwise, you should assure yourself that real estate taxes for the fiscal year 1993-94, due and payable in September of 1994 and March of 1995, and taxes for prior years are prorated to the date of possession.

7. The property is subject to the zoning ordinances of the City of Bondurant, Iowa. You should contact the planning and zoning office of that city to determine the exact specification for zoning purposes and to determine whether or not your proposed use is in compliance with said zoning ordinances.
8. Please be advised that the abstracter has conducted all appropriate, customary and ordinary searches against the titleholder, Morris R. McCleary, to the date of the latest continuation.
9. Please be advised that recent federal and state legislation may place certain liability and responsibility on the titleholders of land for wells, solid waste, hazardous waste and underground storage tanks situated on or under their real estate. This opinion does not contain any representations as to the absence or presence of any of the above-described problems. You should make a diligent inquiry regarding the presence of any of the above items on the parcel of property under examination and, if any is situated thereon, you should ascertain its environmental impact and liability for removal of the same.

BRICK, GENTRY, BOWERS, SWARTZ, STOLTZE, SCHULING & LEVIS, P.C.

Teree Caldwell-Johnson  
August 23, 1993  
Page 4

This opinion does not cover the following items, which do not appear in the Abstract, and require a physical inspection of the property:

- a. Location of boundary lines;
- b. Rights of parties in possession;
- c. Easements existing by virtue of usage; and
- d. Compliance with local zoning ordinances.

You should ascertain that full payment has been made for any material or labor devoted to the improvement of the subject property within the last ninety (90) days in that any claim related to such may be prior to any rights acquired in the purchase of this property.

Please note that the abstract of title makes no report of special assessments unless such are certified to the County Treasurer's office. It is possible that a special assessment has been levied against the subject property, but not yet certified to the Treasurer. It is recommended that you request information from the sellers regarding any proposed improvements which may result in a special assessment.

This opinion is prepared pursuant to Chapters 614.26 to 614.38 of the 1993 Code of Iowa, as amended; Chapter 11 of the Iowa Land Title Examinations Standards; and abstracting standards of the Iowa Land Title Association and the Forty Year Marketable Title Act.

This opinion is directed only to the addressee herein and solely for the addressee's use and purposes. No other parties are entitled to rely thereon.

This is only a preliminary opinion and we reserve the right to re-examine the abstract, before giving you our final opinion. In order to assure yourself that any objections to this opinion have been satisfied and that your transaction has been properly closed, you should require a final title opinion. We appreciate the opportunity to be of service to you in rendering this opinion.

Respectfully submitted,

BRICK, GENTRY, BOWERS, SWARTZ,  
STOLTZE, SCHULING & LEVIS, P.C.

By:

Nolden Gentry  
Nolden Gentry



No. 13  
3740-385

Mary Lou Hafelfinger and  
Glenn Hafelfinger  
also known as  
Glenn O. Hafelfinger,  
wife and husband,  
to  
The Federal Land Bank  
of Omaha.

Mortgage, \$31,000.00.  
Dated January 18, 1966.  
Filed January 20, 1966.  
Conveys the South 120  
acres of SW 1/4 (except  
land condemned by State  
of Iowa as shown by  
proceedings dated  
July 22, 1933, recorded  
in Book 1245 Page 511)  
P.M., Polk County,

Sec. 1, Twp. 79 N Range 23 West 5th  
Iowa.

Secures the payment of \$31,000.00 payable according to  
a promissory note of even date herewith, with interest  
at the rate of 5 1/2% per annum, said principal with  
interest being payable on an amortization plan in seventy  
semi annual installments, the last installment being  
due and payable on the first day of February, 2001.

Duly acknowledged.

No. 14  
5132-841

The Federal Land  
Bank of Omaha,  
By A. C. Buffington,  
President,  
Attest: Gary Froisted,  
Ass't. Secretary,  
to  
Mary Lou Hafelfinger and  
Glenn Hafelfinger.

Release of Mortgage.  
Dated September 12, 1980.  
Filed October 28, 1981.  
Satisfies the Mortgage  
for \$31,000.00 executed  
by Mary Lou Hafelfinger  
and Glenn Hafelfinger  
(also known as Glenn  
O. Hafelfinger) wife and  
husband, to The Federal  
Land Bank of Omaha, dated  
January 18, 1966 and recorded in Book 3740 Page 385.

Acknowledgment in statutory form and corporate seal  
affixed.

No. 15  
3852-423

Glenn O. Hafelfinger and  
Mary Lou Hafelfinger,  
husband and wife,  
to  
Iowa Power and Light  
Company.

Transmission Line Easement.  
Dated May 19, 1967.  
Filed June 5, 1967.  
Hereby grant the perpetual  
right and easement to  
construct, reconstruct,  
repair, maintain, operate,  
inspect, patrol and

remove a line or lines of towers or poles or both (which may  
be erected at different times) for the transmission and  
supply of electric current and for telephone use, with  
wires and cables upon and from the same and all necessary  
foundations, anchors, guys, braces, fittings, equipment  
and appurtenances including a buried ground wire, and such

(See next page.)

No. 15  
Cont'd.

footbridges, causeways and ways of access, if any, as may be reasonably necessary for the convenient construction, reconstruction, repair, maintenance, operation, inspection, patrolling and removal of said lines over, along, across and under the following described premises situated in Polk County, Iowa, to-wit: The South 120 acres of the Southwest quarter of Section 1, Township 79 North Range 23, West of the 5th P.M., Polk County, Iowa.

The transmission line shall be located within a strip of land 150 feet in width across the above described property and properties adjacent to it. The centerline of the said strip shall enter the property at a point approximately 455 feet East and 690 feet South of the Northwest corner of the Southwest 1/4 of Section 1, running thence southwesterly to an angle point, said angle point being approximately 110 feet East and 745 feet South of the Northwest corner of the Southwest quarter of the said Section one, running thence westerly to a point approximately 745 feet South of the Northwest corner of the Southwest quarter of the said Section one. Also a strip extending 15 feet each side of the bisector of the angle in the above described right of way beginning at the southerly boundary line of said right of way and running southerly 20 feet.

The center line of the easement shall be fixed precisely by the location of the center line of the transmission facilities as actually constructed and the easement shall be limited to a continuous strip of land 150 feet in width, said strip being 75 feet on each side of the center line of the transmission line structures.

This easement covers only one 345 KV transmission line across the above described property. Damage shall include all damage sustained to drainage tile.

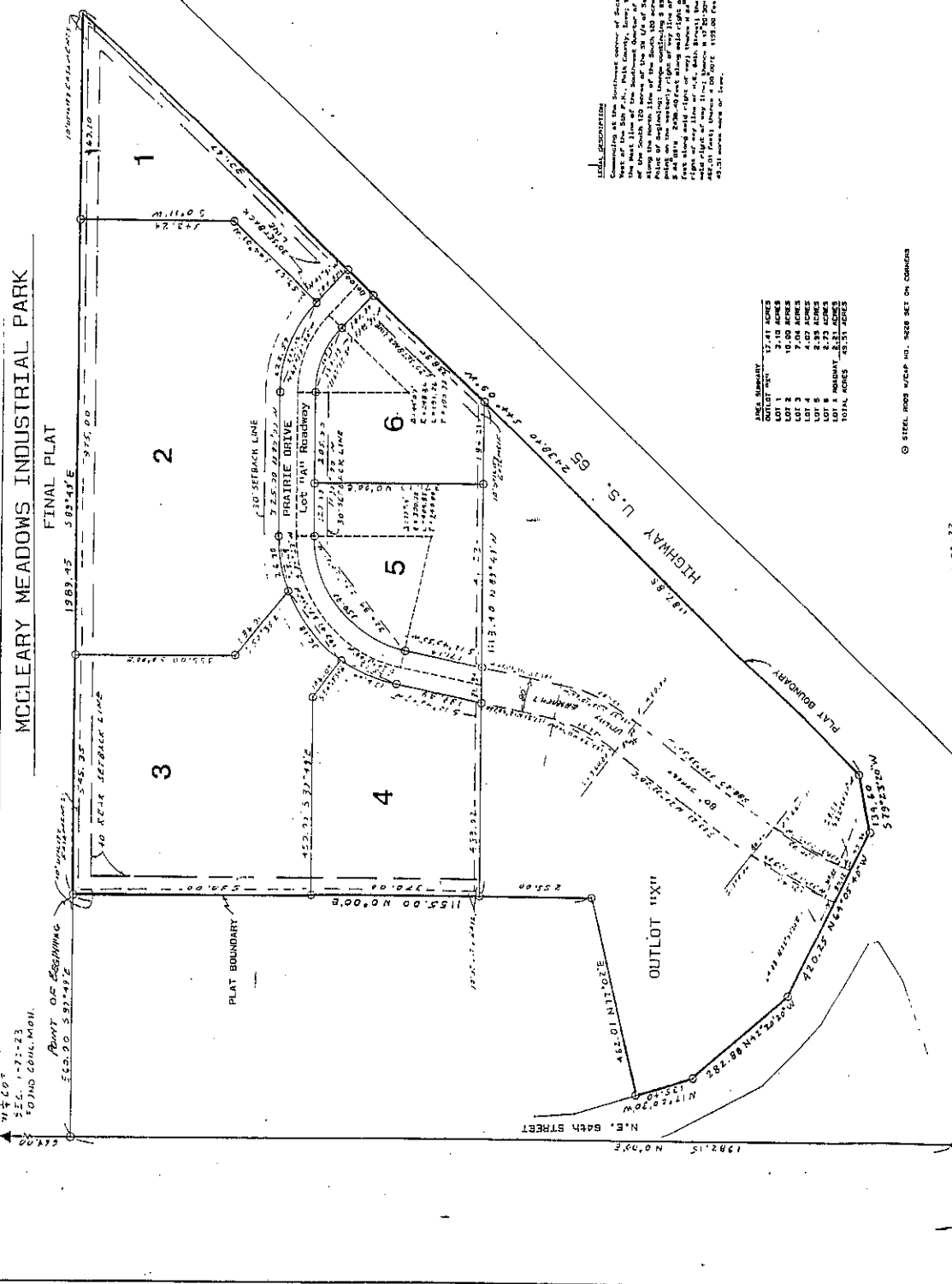
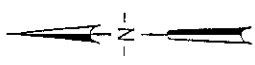
Grantee is given the right reasonably to trim, cut and clear away any trees, limbs, brush, structures or other obstructions whether located on the above described property or adjacent to and overhanging the same, wherever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines and to renew, replace, add to and otherwise change the lines and any part thereof and all appurtenances thereto and the location thereof within the easement property; and to pass along the easement property to and from adjoining lands and to have reasonable access to said property from grantor's adjoining lands. The grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said lines.

In consideration of such grant, grantee agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, operation, maintenance, inspection, patrolling or removal of said line or lines. Grantors covenants that no act will be permitted within the easement property which is inconsistent with the rights hereby granted, that no building or structures will be erected upon said property and that the present grade or ground level thereof will not be changed by excavation or filling.

This agreement shall run with the land and inure to the benefit of the heirs, successors and assigns of the parties.

Duly acknowledged.

No. 60  
6150-821



LOT	ACRES
LOT 1	12.41
LOT 2	2.10
LOT 3	10.00
LOT 4	4.07
LOT 5	8.35
LOT 6	4.21
TOTAL	48.31

**LEGAL DESCRIPTION**  
Commencing at the Southwest corner of Section 1, Township 27 North, Range 1 West of the 5th P.M., Polk County, Iowa; thence N 00°01'14\"/>

INT. NO. 015423  
POLYGRAPHIC SURVEY  
FIELD NO. 8800  
AT \$120.00 PER  
THOMAS L. BROWN  
BY J. J. LEWIS/LLP

MCCLEARY MEADOWS INDUSTRIAL PARK  
FINAL PLAT  
Associated Engineering Co.  
of Iowa



© STEEL ROD 4/20\"/>

SWCOR  
SECT. 17-23  
FOUND CONC. MON.  
1 06.73 1 37.22, 30 E  
US  
SECT. 17-23  
FOUND CONC. MON.  
1 06.73 1 37.22, 30 E

No. 61  
6150-838

Morris R. McCleary,  
Maier, Inc.  
By Gary H. Maier,  
President,  
D & J Transfer Co.  
By Robert Hartke,  
President,  
to  
Whom It May Concern.

Commercial Protective  
Covenants, Conditions  
and Restrictions.  
Dated August 22, 1989.  
Filed September 20, 1989.  
KNOW ALL MEN BY THESE  
PRESENTS:  
THIS DECLARATION made  
this 22nd day of August,  
1989.

WHEREAS, declarants are  
the owners of certain real property known as McCleary Meadows  
Industrial Park located in the City of Bondurant, the County  
of Polk, State of Iowa, which is more particularly described  
as follows:

McCleary Meadows Industrial Park  
Lots 1, 2, 3, 4, 5, 6 and Outlot  
"X" an Official Plat, now included  
in and forming a part of the City  
of Bondurant, Iowa.

WHEREAS, declarants are desirous of protecting the  
value and desirability of the whole of the above described  
real estate, now therefore, declarants hereby declare that  
all of the properties described above, namely all lots in  
the above described plats inclusive, shall be held, sold  
and conveyed subject to the following Commercial Protective  
Covenants, Conditions and Deed Restrictions, which are for  
the purpose of protecting the value and desirability herein  
and which shall run with the real property and be binding  
on all parties who have any right, title or interest in the  
described properties or any part thereof, their heirs, succes-  
sors or assigns.

1. DEFINITIONS: For the purpose of this Declaration  
the following terms shall have the following definitions,  
except as otherwise provided.

- A. "McCLEARY MEADOWS INDUSTRIAL PARK" shall mean  
and refer to the real property located in the commercial  
subdivision described above.
- B. "DECLARANTS" shall mean and refer to the signatories  
hereto and their successors and assigns.
- C. "LOT" shall mean and refer to any individual parcel  
of land which is a part of the plats described above.
- D. "BUILDING PLAT" shall mean and refer to one or  
more platted lots or one platted lot, or any portion  
or portions of a platted lot or adjacent platted  
lots in the above described plats.
- E. "OWNER" shall mean and refer to the record titleholder,  
whether one or more persons or entities of the fee  
simple title to any lot or building plot which is  
a part of the above described plats.
- F. "OUT-BUILDING" shall mean an enclosed, covered  
structure directly attached to the commercial building  
to which it is appurtenant or to a detached structure  
located on the same building plot as the main building  
and located thereupon.

(See next page.)

No. 61  
cont'd.

2. All lots in the above described real estate shall be known and described as commercial lots, and shall not be improved, used or occupied for other purposes or as permitted by the zoning ordinances of the City of Bondurant, Iowa, and as may be further restricted by the terms contained herein.

3. "SIGNS". All signs must conform to the requirements of the Bondurant zoning ordinances and sign codes.

4. "UTILITIES". All utility connection facilities and services shall be underground.

5. "ARCHITECTURAL CONTROL". No building or structure, nor any addition or alteration thereof, shall be constructed, altered, or maintained on any portion of any building plot until detailed plans, specifications, proposals and site plans shall have been filed in writing with and before approved in writing by the developer Morris R. McCleary, his successors or assigns.

Failure of the developer to disprove plans within 20 days after submission of the plans shall be deemed to be the approval thereof. Dirt removal or construction shall not be commenced until approval therefor has been received from the developer, or until expiration of the 20 day period.

6. "SET BACK REQUIREMENTS". All property owners will strictly follow all set back regulations as set out by the City Code.

7. "NUISANCES". No noxious or offensive activity or odors shall be permitted on or to escape from any building plot nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporary or permanently.

8. "EASEMENTS". Easements on installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of the above described real estate. The owner or occupant of a building plat, shall, at his expense, keep and preserve that portion of the easement within his property at all times in good repair and condition, and shall neither erect nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services and drainage located within the easements.

9. "SEED, SOD AND WEED CONTROL". All lots, after they have been developed, must be sodded or seeded. An owner must maintain a weed control program.

10. "SURFACE DRAINAGE". All owners shall cooperate in connection with the establishment of a surface drainage system and where necessary, to provide pooling of excess surface water to meet the requirement of an accepted surface drainage system.

11. "PERMITTED USES". All uses permitted under M-1 zoning of the City of Bondurant Code are permitted as long as they conform to such Code.

In regard to M-2 Zoning provisions applicable to Plat I., the restricted uses would include those code limitations and requirements as set out in the Code and in addition thereto these Protective Covenants restrict and exclude such businesses as follows:

(See next page.)

No. 61  
cont'd.

- A. Concrete mixing and concrete products manufacturing.
- E. Grain elevators, seed mixing and grinding.
- C. Storage of junk or non-operable motor vehicles unless the area used for such purpose shall be enclosed by a masonry wall or fence and a planting screen of sufficient height to effectively screen the area from abutting properties and roadways; but nothing in this provision shall be interpreted to permit the operation of any type of salvage yard or junk business.
- D. Slaughter house or stock yards.
- E. Acid manufacture or wholesale storage of acids.
- F. Fertilizer manufacture.
- G. Garbage or disposal of or dead animal reduction or dumping.
- H. Gas manufacture or cylinder recharging.
- I. Glue or gelatine manufacture.
- J. Petroleum or its products, refining or wholesale storage of, and asphalt plants.
- K. Rubber goods manufacture.
- L. Mineral extraction, including sand and gravel pits.
- M. Smelting of tin, copper, zinc or iron ores.
- N. Transmitting stations.
- O. Wholesale storage of gasoline.
- P. Tannery.
- Q. Commercial Livestock feed lots or confinement stations.

12. "MODIFICATION OF RESTRICTIONS". The covenants, restrictions, and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until March 2009, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of 5 years each, unless such covenants, restrictions, and provisions are amended, modified or changed or cancelled, in whole or in part by written agreement signed by the owner or owners of more than 50% of the lots hereby restricted and recorded in the Office of the Recorder of Polk County, Iowa, at least 1 year prior to the original expiration date, whichever is possible.

13. "SEVERABILITY". Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

14. "PURPOSES". We, Morris R. McCleary and Maier, Inc., by Gary H. Maier its President and D & J Transfer by Robert Hartke, its President, owners of the above set out commercial property, do hereby establish the above Commercial Protective Covenants, Conditions and Restrictions for the sole purpose of protecting the value and desirability of the property contained within McCLEARY MEADOWS INDUSTRIAL PARK an Official Plat, now included in and forming a part of the City of Bondurant, Iowa.

Declarants  
Morris R. McCleary  
Maier, Inc.  
By Gary H. Maier, President  
D & J Transfer Co.  
By Robert Hartke, President.

(See next page.)

No. 61  
cont'd.

Duly acknowledged by Morris R. McCleary on August  
22, 1989.

Acknowledgment in statutory form by Maier, Inc. on  
August \_\_, 1989 and certificate states that said corporation  
has no corporate seal.

Acknowledgment in statutory form by D & J Transfer  
Co. on August 8, 1989, and certificate states that said  
corporation has no corporate seal.



CORPORATE HEADQUARTERS 3501 WESTOWN PARKWAY • WEST DES MOINES, IOWA 50266 • 516/224-6222

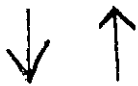
LAND HHM Facility

BUYERS CLOSING STATEMENT

DES MOINES METRO SOLID WASTE AGENCY  
LOTS 5 AND 6 MCCLEARY MEADOWS INDUSTRIAL PARK

A/C 1403-00

DATE	8/26/93	CREDITS	CHARGES
Purchase Price			67,500.00
Loan Costs			
Recording Fees			11.00
Attorneys Opinion -paid outside closing			
Other			
To Purchase Escrow Account			
Tax Pro-ration 7/1/92 to 8/26/93		336.96	
Mortgage or Contract Balance			
Interest Adjustment			
Money paid in		1,000.00	
Balance Due-CERTIFIED FUNDS		66,174.04	
<b>TOTAL</b>		<b>67,511.00</b>	<b>67,511.00</b>



BRICK, GENTRY, BOWERS, SWARTZ 12-82  
STOLTZE, SCHULING & LEVIS, P.C.

9665

TRUST ACCOUNT  
550 - 39TH ST.  
DES MOINES, IA 50312

33-54/730

August 26 19 93

PAY TO THE ORDER OF

Morris McCleary and Iowa Realty, his agent

\$ 66,174.04

REGISTERED 66174 DOLS 04 CTS

DOLLAR

FIRST STAR BANK  
DES MOINES, N.A.  
Des Moines, IA 50304

FOR Des Moines Solid Waste Agency

*John Campbell*

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