

Charles F. Becker

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August 7, 2023

Kelli Book
Legal Services Bureau
Iowa Department of Natural Resources
502 E. Ninth Street
Des Moines, IA 50319

Re: *Environmental Covenant for Loparex LLC*

Dear Kelli:

Enclosed please find a copy of the Environmental Covenant for Loparex, LLC for its property in Iowa City, Iowa. Please feel free to call if I can answer any questions.

Very truly yours,



Charles F. Becker
For the Firm

CFB/lm
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Enc.

Type / Title of Document: Environmental Covenant

Return Document to:

Name: Charles F. Becker

Address: 666 Walnut Street, Suite 2000, Des Moines, Iowa 50309

Telephone: (515) 283-4609

Preparer Information:

Name: Charles F. Becker

Address: 666 Walnut Street, Suite 2000, Des Moines, Iowa 50309

Telephone: (515) 283-4609

Taxpayer Information :

Name: Loparex LLC

Address: 1255 Crescent Green, Suite 400, Cary, North Carolina, 27518

Telephone: (919) 278-7720

Grantor: Loparex LLC

Grantee: Loparex LLC

Iowa Department of Natural Resources

Legal Description, including parcel identification number, if available:

See Attached Exhibit A

Parcel No. 1024278001

IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) 455I entitled Uniform Environmental Covenants Act.

Loparex LLC, hereafter "grantor(s)," Loparex LLC, hereafter "holder(s)," and the Iowa Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions as specified herein pursuant to the authority granted the Department in IC §§ 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (IAC) 137.

1. **Affected Property.** The grantor(s) identified below is(are) the fee title owner(s) of the property located at 2000 Industrial Park Road, Iowa City, Iowa. The property is legally described as:

See attached Exhibit A hereto.

Hereinafter, the affected property will be referred to as "the property."

2. **Land Recycling Program Risk Management.** The property subject to this covenant is enrolled in the Department's Land Recycling Program (LRP) established in IC chapter 455H and administered under Department rules in chapter 567 IAC 137.

Under the LRP, the environmental response project as defined in IC § 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes this property. This response action has been undertaken by AMEC Foster Wheeler Environment & Infrastructure, Inc., now known as Wood Environment & Infrastructure Solutions, Inc. Soil and/or groundwater contamination has been identified on the property. The Department has approved a response action plan which includes the use of this environmental covenant as one method for managing the risk of future exposure to this contamination.

3. **Institutional Controls.** IC § 455H.206 and Department rules in chapter 567 IAC 137 authorize the use of an environmental covenant as an institutional control. The purpose of this environmental covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at this property, establishing affirmative obligations and enforcing the terms of this covenant.

4. **Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations enumerated in section eight (8) to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the property as provided under the terms of this environmental covenant, IC chapters 455H and 455I, and applicable Department administrative rules.

5. **Identity of Grantor(s) and Holder(s):**

GRANTOR(S): Loparex LLC

HOLDER(S): Loparex LLC

AGENCY: Iowa Department of Natural Resources

6. **Representations and Warranties.** The grantor(s) warrant to the other signatories to this covenant the following:

- a. that the grantor[s] is [are] the sole fee title owner[s] of the property;
- b. that the grantor[s] hold[s] hold sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;

7. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. **Activity and Use Limitations and Terms.** The property is subject to the following use limitations and terms:

- (1) The installation of any well except for groundwater monitoring wells is prohibited. "Well" means any excavation that is drilled, cored, driven, dug, bored, augured, jetted, mashed or is otherwise constructed for the purpose of exploring for groundwater, monitoring groundwater, utilizing the geothermal properties of the ground, or extracting water from or injecting water into the aquifer as defined by 567 IAC 49 (and as subsequently revised).
- (2) The property may not be redeveloped as a residential area. "Residential area" means land used as a permanent residence or domicile, such as a house., apartment, nursing home, school, child care facility or prison, land zoned for such uses, or land where no zoning is in place as defined by 567 IAC 135 (and as subsequently revised).

9. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. **Notice to Lessees.** Grantor(s), any holder(s) with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. **Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives, or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

12. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO
AN ENVIRONMENTAL COVENANT, DATED [date
month, day, year] RECORDED IN THE DEED OR
OFFICIAL RECORDS OF THE [name of county]
COUNTY RECORDER ON [date month, day, year] IN
[document, book and page, or parcel number].

THE ENVIRONMENTAL COVENANT
CONTAINS THE FOLLOWING ACTIVITY AND USE
LIMITATIONS: *[INSERT language from section eight (8)
that describes the activity and use limitations]*

13. **Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455H.206 and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and

all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

14. **Enforcement.** The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

15. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Johnson County Recorder's Office.

18. **Effective Date.** The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Johnson County Recorder's Office.

19. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
Land Recycling Program
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests:

21. **Notice of Change in Ownership.** Grantor and holder with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS

Loparex LLC

Nichole Berg
Nichole Berg, Vice President

Signed this 27 day of July, 2023.

State of North Carolina)
County of Wake) ss.

On this 27 day of July, 2023, before me, a Notary Public, in and for said County, personally appeared Nichole Berg, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President of said Loparex LLC and that said instrument was signed on behalf the said Loparex LLC by authority of its members and the said Nichole Berg acknowledged the execution of said instrument to be the voluntary act and deed of said Loparex LLC by it voluntarily executed.

Arthur Lee Allmon
Notary Public for State of North Carolina
Arthur Lee Allmon My commission expires
HOLDERS: May 16, 2027

Arthur Lee Allmon
NOTARY PUBLIC
Wake County, NC
My Commission Expires May 16, 2027

Loparex LLC -

Nichole Berg
Nichole Berg, Vice President

Signed this 27 day of July, 2023.

State of North Carolina)
County of Wake) ss.

On this 27 day of July, 2023, before me, a Notary Public, in and for said County, personally appeared Nichole Berg, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President of said Loparex LLC and that said instrument was signed on behalf the said Loparex LLC by authority of its members and the said Nichole Berg acknowledged the execution of said instrument to be the voluntary act and deed of said Loparex LLC by it voluntarily executed.

Arthur Lee Allmon
Notary Public for State of North Carolina
ARTHUR LEE Allmon My commission expires
May 16, 2027

Arthur Lee Allmon
NOTARY PUBLIC
Wake County, NC
My Commission Expires May 16, 2027

AGENCY:

Kayla Lyon Signed this 5th day of July, 2023
Kayla Lyon
Director, Iowa Department of Natural Resources

State of Iowa)
County of Polk) ss.

On this 5th day of July, 2023, before me personally appeared Kayla Lyon, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Jennifer Miller
Notary Public for State of Iowa



(3305021 1)

EXHIBIT A

IOWA CITY, IOWA

A tract of land in the West 1/2 of Section 24, Township 79 North, Range 6 West of the Fifth Principal Meridian, more particularly described as follows:

Beginning at a point which is the intersection of the Northerly right of way of U S Highway 6 and the Easterly right of way of Industrial Park Road, Iowa City, Iowa (said point being more particularly located as follows: commencing at the center of said Section 24, thence South 88 degrees 40 minutes 00 seconds West 341.17 feet; thence South 0 degrees 50 minutes 00 seconds East 630.18 feet to the Northerly right of way line of said U S Highway 6; thence North 51 degrees 30 minutes 40 seconds West along said right of way 983.79 feet; thence continuing along said right of way North 39 degrees 28 minutes 00 seconds West 92.22 feet; thence continuing along said right of way North 51 degrees 20 minutes 00 seconds West 126.41 feet to said point of beginning); thence North 38 degrees 41 minutes 40 seconds East along the Easterly right of way of said Industrial Park Road 1000 feet to an iron pin, thence South 51 degrees 18 minutes 20 seconds East 650.00 feet to an iron pin, thence South 38 degrees 41 minutes 40 seconds West 1017.30 feet to an iron pin on the Northerly right of way of said U S Highway 6, thence North 51 degrees 30 minutes 40 seconds West 433.34 feet along said Northerly right of way to a right of way rail; thence North 39 degrees 28 minutes 00 seconds West 92.22 feet along said Northerly right of way to a right of way rail, thence North 51 degrees 20 minutes 00 seconds West 126.41 feet to the point of beginning, in Johnson County, Iowa

BEING, the same property conveyed to James River Paper Company, Inc., a Virginia corporation, by Deed from the City of Iowa City, Iowa, a municipal corporation, dated April 17, 1990, recorded July 17, 1990, Johnson County, Iowa Land Records in Book 1148, page 115.

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