



Stantec Consulting Services Inc.  
11311 Aurora Avenue  
Des Moines, IA 50322-7908

---

**VIA ELECTRONIC SUBMITTAL**

November 13, 2024

**Ms. Shelley Nellesen**, Environmental Specialist Senior  
Iowa Department of Natural Resources  
6200 Park Avenue, Suite 200  
Des Moines, Iowa 50321

**Reference: Request for Removal from Registry of Hazardous Waste or Hazardous Substance Disposal Sites  
Former Ralston Disposal Site  
Cedar Rapids, Iowa**

Dear Ms. Nellesen,

On behalf of Rockwell Collins, Inc., (Rockwell Collins), Stantec Consulting Services Inc. (Stantec) submits this letter to request removal of the Former Ralston Disposal Site (site) from the Iowa Department of Natural Resources (IDNR) registry of hazardous waste or hazardous substance disposal sites (Registry) as defined in Iowa Administrative Code (IAC) Section 455B.426. As specified in IAC Section 455B.426, *“A site placed on the registry of confirmed hazardous waste or hazardous substance disposal sites prior to July 1, 2011, shall be removed upon the execution of a uniform environmental covenant pursuant to the provisions of chapter 455I relating to the contaminated portions of the property listed on the registry.”*

In May 1990, the following real property owned by James Raftis was entered on the IDNR Registry of Confirmed Abandoned or Uncontrolled Disposal Sites, which is now the Registry:

Starting at the NE corner of the NE ¼ of the NW ¼ of Section 2, T83N, R7W; thence West 147.18 feet along the Township line; thence South 200 feet to the point of the beginning; thence West 363 feet; thence South 235 feet; thence 370 feet East along the railroad right-of-way; thence North 272 feet to the point of beginning; Cedar Rapids, Linn County, Iowa.

IDNR placed the property on the Registry following submittal of a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 103(c) notice to the United States Environmental Protection Agency (EPA) in December 1981, an investigation by the EPA in 1985, removal of two drums containing concrete-encapsulated cyanide by Rockwell Collins in 1989, and additional investigation activities conducted by Rockwell Collins in November 1990. When a site is listed on the Registry, a notice of listing is recorded in the county recorder's office and becomes part of the chain of title. For sites on the Registry, IAC Section 455B.430 prohibits 1) any “substantial change” in the use of the property without prior written approval by the director of the IDNR, and 2) any sale, conveyance, or transfer of title to the property without the IDNR director's prior approval.

Under separate Administrative Orders with the EPA, Rockwell Collins completed Removal Actions from 1994 through 1997, completed characterization of the site resulting in a Remedial Investigation report being submitted in September 1997, and completed a Feasibility Study in August 1998. During this period, Mr. James Raftis conveyed two properties, including the former disposal area subject to the Registry, to Rockwell Collins on April 10, 1997. A Record of Decision for the site was issued in September 1999. On July 24, 2000, the IDNR assumed regulatory authority oversight of the site by entering into a Consent Order with Rockwell Collins. As part of the Consent Order, a Remedial Action Work Plan was completed and subsequently approved by the IDNR. In 2001, the site was reclassified as “d” Site Properly Closed Requires

Reference: 193710528.100.006

Continued Management. Annual Reports, which summarize remedial actions activities conducted during the previous year, have been prepared and submitted since February 2002.

The IDNR and/or EPA have been conducting Five-Year reviews of the Site since the Consent Order with the IDNR was initiated. Beginning with the Second Five-Year review completed on June 30, 2011, the EPA identified their preference for the site to have an environmental covenant (EC) placed on it and replace the listing on the Hazardous Waste Registry. Following the Fourth Five-Year review, Rockwell Collins prepared an EC for Rockwell Collins-owned property placed on the Registry. The EC specifies activity and use limitations (AULs) to protect human health, the environment, and the integrity of the selected remedy. Following signature by Rockwell Collins as the Grantor and Holder and IDNR as the Agency, the final EC was recorded by the Linn County Recorder's Office in accordance with the Iowa Uniform Environmental Covenants Act presented in IAC Sections 455I.1 – 455I.12. A copy of the recorded EC, previously transmitted to the IDNR, is attached to this letter for reference. As described in the attached EC, AULs include restrictions on land use and property ownership or transfer.

With execution of the attached EC, the restrictions on land use and ownership previously provided by the Registry listing is no longer required and Rockwell Collins requests removal of the "Former Ralston Disposal Site" from the Registry under IAC Section 455B.426.

If you have any questions, or need additional information, please contact Kristen Musgrove of Rockwell Collins at (309) 213-1937 or me.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



---

**Stephen Varsa, PG**  
Principal Hydrogeologist/Project Manager  
Phone: (515) 251-1020  
steve.varsa@stantec.com

Enclosure: Recorded Environmental Covenant

cc: Kristen Musgrove, Rockwell Collins

**ENCLOSURE**

**2024-002501**

**RECORDED: 09/27/2024 07:54:53 AM**

**RECORDING FEE: \$42.00**

**REVENUE TAX: \$**

**COMBINED FEE: \$42.00**

**CAROLYN SIEBRECHT, RECORDER  
LINN COUNTY, IOWA**

---

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

**Document Title:** Environmental Covenant – Plat of Survey #250 Parcel A

**Document Date:** July 24, 2024

**Grantors:** Rockwell Collins, Inc.  
Attn: Legal Counsel  
400 Collins Road NE  
Cedar Rapids, Iowa 52498

**Agencies:** Iowa Department of Natural Resources  
Wallace State Office Building  
502 East 9<sup>th</sup> Street  
Des Moines, Iowa 50319

**Legal Description:** Described Below in 1. Affected Property

**Prepared By:** Stephen Varsa  
Stantec Consulting Services Inc.  
11311 Aurora Avenue  
Des Moines, IA 50322  
515-253-0830

**Return To:** Stephen Varsa  
Stantec Consulting Services Inc.  
11311 Aurora Avenue  
Des Moines, IA 50322  
515-253-0830

**IOWA CONTAMINATED SITE  
ENVIRONMENTAL COVENANT**

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

Rockwell Collins, Inc., hereafter "grantor(s)" and "holder(s)", and the Iowa Department of Natural Resources (Department) in its capacity as an agency of Iowa state government, enter into this environmental covenant for the purpose of subjecting the affected property described below to certain activity and use limitations in accordance with the terms and conditions as specified and the authorities granted the Department in IC chapter 455I, § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 133.

1. **Affected Property.** The grantor(s) is the fee title owner(s) of the property located at *0 Vacant Land NE, Cedar Rapids, Iowa 52402*. Property Parcel #1 described on Plat of Survey #250 as the "Legal Description-Parcel A" as follows:

*A part of the NE frl ¼ NW ¼ of Section 2-T83N-R7W of the 5<sup>th</sup> P.M., Linn County, Iowa described as follows:*

*Commencing as a point of reference at the N ¼ corner of said Section 2; thence N89°44'57"W (assumed for this description only) along the north line of said NE frl ¼ NW ¼, 147.18 feet to the north point of beginning; thence S00°48'31"E, 405.16 feet to the north right-of-way line of the Chicago Central and Pacific Railroad; thence N81°42'18"W along said north right-of-way line, 368.22 feet; thence N00°48'31"W, 353.59 feet to the north line of said NE frl ¼ NW ¼; thence S89°44'57"E along said north line, 363.63 feet to the point of beginning, containing 3.17 acres.*

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

2. **Risk Management and Institutional Controls.** Rockwell Collins, Inc. has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133. The site assessment identified contaminated conditions on the property which may present an unreasonable risk to public health and the environment if certain activities occur on the property. As such, the Director of the Department, pursuant to their authority under IC § 455B.103(7), has determined that an environment covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this property and establishing certain affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—could result in the Department reopening its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, IC chapter 455I, and applicable Department administrative rules.

**4. Identity of Grantor(s) and Holder(s).**

**GRANTOR:** Rockwell Collins, Inc.

**HOLDER:** Rockwell Collins, Inc., responsible party for addressing contaminated conditions on the property.

**AGENCY:** The Iowa Department of Natural Resources (Department).

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

- a. The grantor[s] is/are the sole fee title owner[s] of the property;
- b. The grantor[s] holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. The grantor[s] has/have identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent by signatures on this covenant.

**6. 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.

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

- a. *Iowa Department of Natural Resources (IDNR) shall be notified prior to any change in property ownership.*
- b. *Disturbance of the constructed cap and stream bank stabilization mat on the property, including all existing soil, materials, and fencing on the property that encompasses the former disposal area, shall not be performed without IDNR notification and subsequent approval.*
- c. *Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring, and/or remediation purposes installed in accordance with a work plan approved by IDNR.*

- d. *Groundwater from the Property shall not be consumed or otherwise used for any purpose, except as approved in writing by IDNR for the collection of groundwater samples for environmental analysis purposes.*
- e. *The Property shall not be used as a residential land-use area.*

**8. 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 seven (7) 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.

**9. Notice to Lessees.** Grantor, any holder 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.

**10. 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. security surveillance,
- d. groundwater sampling and monitoring,
- e. additional drilling,
- f. construction of soil boring and/or groundwater monitoring wells, and,
- g. other activities authorized or otherwise directed by the Department.

**11. 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—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LINN COUNTY RECORDER ON \_\_\_\_\_ IN \_\_\_\_\_ *(document, book and page, or parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) SHALL BE NOTIFIED PRIOR TO ANY CHANGE IN PROPERTY OWNERSHIP. DISTURBANCE OF THE CONSTRUCTED CAP AND STREAM BANK STABILIZATION MAT ON THE PROPERTY, INCLUDING ALL EXISTING SOIL, MATERIALS, AND FENCING, SHALL NOT BE PERFORMED WITHOUT IDNR NOTIFICATION AND SUBSEQUENT APPROVAL. INSTALLATION OF ANY NEW GROUNDWATER WELLS ON THE PROPERTY IS PROHIBITED, EXCEPT FOR WELLS USED FOR INVESTIGATIVE, MONITORING AND/OR REMEDIATION PURPOSES INSTALLED IN ACCORDANCE WITH A WORK PLAN APPROVED BY IDNR. ANY DISTURBED SOIL SHALL BE MANAGED, TRANSPORTED, AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. THESE ACTIVITIES SHALL NOT TAKE PLACE PRIOR TO RECEIPT OF IDNR APPROVAL. GROUNDWATER FROM THE PROPERTY SHALL NOT BE CONSUMED OR OTHERWISE USED FOR ANY PURPOSE, EXCEPT AS APPROVED IN WRITING BY IDNR FOR THE COLLECTION OF GROUNDWATER SAMPLES FOR ENVIRONMENTAL ANALYSIS PURPOSES. THE PROPERTY SHALL NOT BE USED AS A RESIDENTIAL LAND-USE AREA.

**12. Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I 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.

**13. 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.

**14. 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.

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

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

**17. 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 Linn County Recorder's Office.

**18. 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  
Contaminated Sites Section  
Wallace State Office Building  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319

**19. 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: None.

**20. 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 AND HOLDERS:**

Rockwell Collins, Inc.

Edward McHugh  
State of Connecticut)

Signed this 16<sup>th</sup> day of Sept, 2021

County of Hartford) ss. Farmington

On this 10<sup>th</sup> day of September, 2024 before me personally appeared

Edward McHugh, known to me to be Edward McHugh, Vice President and Counsel, of the Grantor and Holder or the lawful designee of the Grantor and Holder who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

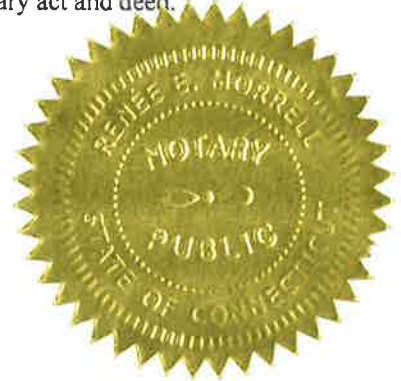
Renee E. Morrell

Notary Public for State of ~~Iowa~~ Connecticut

**Renee E. Morrell  
NOTARY PUBLIC  
State of Connecticut**

My Commission Expires 9/30/2024

**AGENCY:**  
Iowa Department of Natural Resources



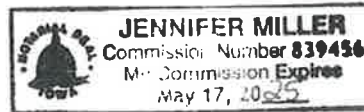
Kayla Lyon

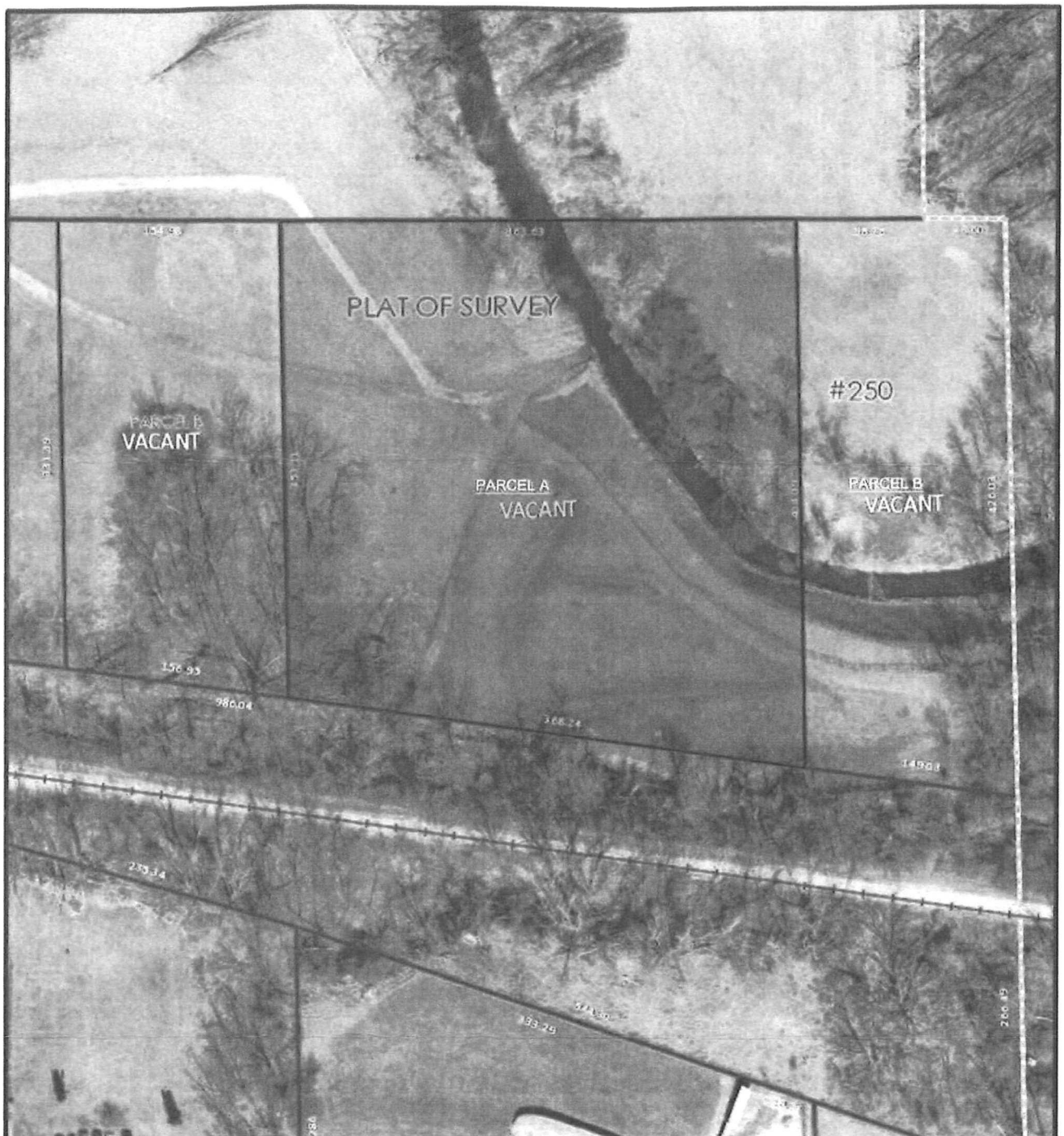
Signed this 25 day of June, 2024

Kayla Lyon  
Director, Iowa Department of Natural Resources State of Iowa)  
County of Polk) ss.

On this 25<sup>th</sup> day of June, 2024 before me personally appeared Kayla Lyon, known to me to be the Acting 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



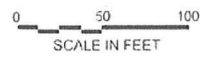


SOURCE: City of Cedar Rapids Web Appbuilder for ArcGIS

**LEGEND:**

-  AREA OF ENVIRONMENTAL COVENANT
-  PARCELS

DESIGNED BY	STEVE VARSA	2/9/24
DRAWN BY	SCOTT HANSEN	2/16/24
CHECKED BY	STEVE VARSA	2/21/24
APPROVED BY		
PROJECT MANAGER	STEVE VARSA	2/16/24
CLIENT APPROVAL		
CLIENT REFERENCE NO		



PROJECT LOCATION	DES MOINES, IOWA
PROJECT	FORMER RALSTON DISPOSAL SITE CEDAR RAPIDS, IOWA
TITLE	ENVIRONMENTAL COVENANT LOCATION MAP




FIGURE	1	REVISION	
FILE NAME			

C:\work\desmoines\19119\Fig 1a\_EC\_Map\_2024-02.dwg 2/9/2024 1:48:57 PM