

2025-004874

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RECORDING FEE: \$62.00

REVENUE TAX: \$

COMBINED FEE: \$62.00

CAROLYN SIEBRECHT, RECORDER

LINN COUNTY, IOWA

James Goodrich, 328 La Pointe Rd, Waterloo, Iowa ~~50706~~ 50706
Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Keith Huebner, Global Water Services
Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

Keith Huebner, Global Water Services
Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Type of Document: Environmental Covenant

Grantors:

Grantees:

See Page _____ for Legal Description:

Book & Page Reference:

BK: 11257 PG: 35

**IOWA CONTAMINATED SITE
ENVIRONMENTAL COVENANT**

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

Keith F. and Janet M. Huebner, hereafter "grantor," 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 identified below is the fee title owner of the property located at 218 East 5th Avenue, Lisbon, Iowa, Linn County Parcel Number 171225500100000. The property is legally described as:

The East 33 feet of Lot 2 and all of Lots 3 through 9, Block "B", The Iowa Land Company's Addition to the Town of Lisbon, Linn County, Iowa

AND

That part of the SW¹/₄ NW¹/₄ of Section 12-82-5, Linn County, Iowa described as follows: Commencing at a point on the center line of the main track of the Chicago, Iowa and Nebraska Railroad Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 12 distant 33 feet Easterly, measured at right angles, from the West line of said Section 12; thence Southerly parallel with said West line a distance of 150 feet; thence Easterly parallel with said original main track center line a distance of 1,000 feet to the point of beginning of the parcel of land herein described; thence Westerly parallel with said original main track center line a distance of 630 feet more or less to a point on the Northerly extension of the West line of Jackson Street, thence Northerly along said West line, extended, of Jackson Street, a distance of 55 feet more or less, to a point distant 9.5 feet Southerly, measured at right angles, from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 219, as said spur track is now located; thence Easterly parallel with said spur track center line a distance of 210 feet, more or less to a point distant 9.5 feet Southerly, measured at right angles from the center line of Chicago and North Western Transportation Company spur track I.C.C. No. 218 as now located; thence Easterly parallel with said last described spur track center line a distance of 315 feet, more or less, to a point distant 50 feet Southerly measured at right angles, from the center line of the most Northerly or East bound main track of the Chicago and North Western Transportation Company as said main track is now located; thence Easterly parallel with said last described main track center line a distance of 100 feet more or less to a point on a line drawn parallel with the West line of said Section 12 through the point of beginning; thence Southerly along said last described parallel line a distance of 100 feet more or less, to the point of beginning

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

- a. The grantor is the sole fee title owner of the property.
- b. The grantor 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 has identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees. No additional equitable interest has been identified.

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:

- i) No drinking or non-drinking water wells as defined in IDNR Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the boundaries of the property. Water wells used for assessing environmental conditions and/part of a remediation system may be installed with IDNR approval.
- ii) No residential or non-residential confined space receptor basement foundations shall be constructed at the property.
- iii) New commercial and/or residential structures shall be constructed on slab on grade concrete foundations. The foundations shall be equipped with vapor barriers and/or sub-slab venting systems and shall be constructed in accordance with the American National Standards Institute (ANSI) and the American Association of Radon Scientists and Technologists (AARST) Standard CC-1000-2017, Soil Gas Control Systems in New Construction of Buildings or the most current standard.
- iv) All water service lines entering the building be constructed of solids type K copper tubing or ductile iron equipped with chemical resistant gaskets such as nitrile gaskets to prevent infiltration of contamination into the potable water system.

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.

EXCEPTING THEREFROM

A portion of the Railroad Station Grounds adjacent to Block B, Iowa Land Company's Addition to the Town of Lisbon, Linn County, Iowa, as recorded in Volume 4, Page 63, Linn County Recorder's Office, described as follows:

Commencing at a concrete monument marking the SW corner of said Block B; thence N 0°00' E - 60.0 feet to a 5/8" rebar marking the NW corner of Lot 1, Block B and the Point of Beginning of the parcel herein described; thence continuing N 0°00' E - 22.0 feet along the northerly extension of the west line of said Lot 1 to a 5/8" rebar; thence N 90°00' E - 71.3 feet along a line parallel to the south line of said Block B to a 5/8" rebar; thence S 0°00' W - 26.0 feet along a line parallel to the west line of said block 2 to a 5/8" rebar on the north line of said Block B; thence Northwesterly 71.4 feet along the north line of said Block 2 to the Point of Beginning.

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

2. **Risk Management and Institutional Controls.** Linn Cooperative Oil Company has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133 prior to selling the property to Keith F. and Janet M. Huebner. 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 his 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.

The Iowa Department of Natural Resources has requested that the grantor execute this environmental covenant in order to satisfy the regulatory requirements applicable to the source site under 567 IAC 133. This environmental covenant is an institutional control which will allow the source site to obtain the "No Further Action" for the entire site or for certain exposure pathways.

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: Keith F. and Janet M. Huebner

AGENCY: Iowa Department of Natural Resources

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

Access is also granted to Impat7G, Inc.

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 *(date)*, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LINN COUNTY RECORDER ON *(date)* IN *(document, book and page, or parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- i) No drinking or non-drinking water wells as defined in IDNR Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the boundaries of the property. Water wells used for assessing environmental conditions and/part of a remediation system may be installed with IDNR approval.

- ii) No residential or non-residential confined space receptor basement foundations shall be constructed at the property.
- iii) New commercial and/or residential structures shall be constructed on slab on grade concrete foundations. The foundations shall be equipped with vapor barriers and/or sub-slab venting systems and shall be constructed in accordance with the American National Standards Institute (ANSI) and the American Association of Radon Scientists and Technologists (AARST) Standard CC-1000-2017, Soil Gas Control Systems in New Construction of Buildings or the most current standard.
- iv) All water service lines entering the building be constructed of solids type K copper tubing or ductile iron equipped with chemical resistant gaskets such as nitrile gaskets to prevent infiltration of contamination into the potable water system.

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 grantor[s] 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
6200 Park Ave, Des Moines, IA 50321
515-669-5494

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.

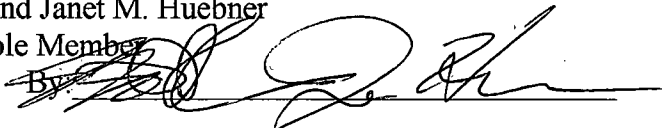
ACKNOWLEDGMENTS

GRANTORS

Keith F. and Janet M. Huebner

By: Keith F. and Janet M. Huebner

Its: Sole Member

By: 

Name: KEITH F. HUEBNER AND JANET M. HUEBNER

Authorized Signature

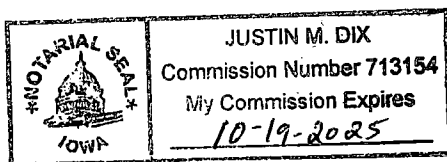
Signed this 13th day of JAN, 2025

State of IDAHO)

County of LINN) ss.

On this 13th day of JANUARY, A.D. 2025, before me, a
INDIVIDUALS (insert title of acknowledging officer) in and for said County,
personally appeared KEITH F. & JANET M. HUEBNER, to me personally known, who being by
my duly (sworn or affirmed) did say that the person is INDIVIDUALS (insert title of
executing member) of said Keith F. and Janet M. Huebner and that said instrument was signed
on behalf of the said Keith F. and Janet M. Huebner by authority of its managers and the
said INDIVIDUALS

Acknowledged the execution of said instrument to be the voluntary act and deed of said Keith F.
and Janet M. Huebner by it voluntarily executed.




Notary Public

Print Name: Justin M. Dix

My Commission Expires: 10-19-2025

AGENCY:

Kayla Lyon Signed this 19th day of Feb, 2025
Kayla Lyon
Acting Director, Iowa Department of Natural Resources

State of Iowa)
County of Polk) ss.

On this 19th day of February, 2025, 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

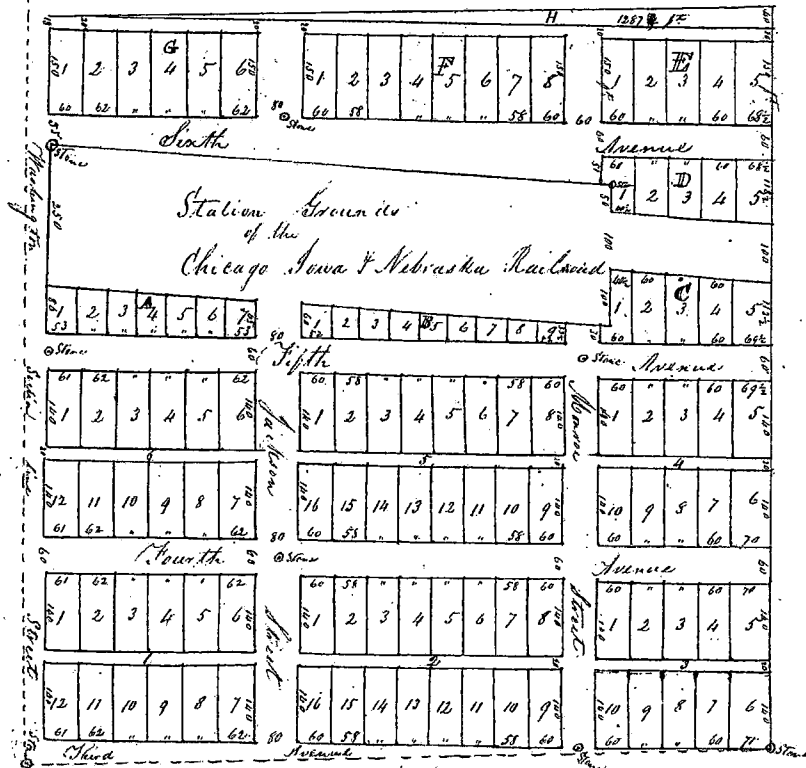


EXHIBITS: A – Plat Map and Site Boundary Map
B – Property Interest Certification

my hand and Notarrel Seal hereunto affixed at my office at
 Union Rapids in said County the day and year last aforesaid
 this June 25th 1858
 at 10 o'clock A.M. +

James J. Chubb Notary Public

Plat
 of the
 Iowa Land Company's Addition
 to the town of
 Lisbon
 Linn County, Iowa



The Iowa Land Co. Addition to the town of
 Lisbon is situated in the South (West quarter) of the North
 West quarter of Section No. One of township No. Eighty
 Iowa North of Range No. One (West of the Fifth P.M.
 The South West corner of Block No. 1 is forty four feet
 North and forty three feet East from the half mile
 post in the South West corner of said quarter Section
 The course of the East side of Washington Street
 and of the streets parallel to it is North & South
 referred to the part of the Section line extending

IOWA ENVIRONMENTAL COVENANT
PROPERTY INTEREST FORM

To: Iowa Department of Natural Resources (DNR)
6200 Park Ave, Des Moines, IA 50321

Re: Environmental Covenant Supporting Documentation
Subject Property Location: 218 East 5th Avenue, Lisbon, Iowa 52253
Source Site Location: Bulk petroleum storage above ground storage tanks historically located on the property.
DNR File Reference: Contaminated Sites reference No. 999.

This document is submitted with the attached environmental covenant to certify that the Grantor and Iowa Title Company has conducted a thorough search of the real estate records and has identified the following legal and equitable interests in the property in accordance with Department rules in chapter 567 IAC 14.

DIRECTIONS: For each applicable section to the property at hand, include the following:

- Name as written on filed instrument
- Address and Phone Number of Party listed
- The book, page number, or file reference where the instrument describing the interest can be found
- A COPY of the instrument itself

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:

Keith F. and Janet M. Huebner
304 Palisades Road SW
Mount Vernon, Iowa 52314
Phone: (319) 895-7140
Book: 11228, Page 552

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:

a. _____

 b. _____

2. Current contract sellers of the property:

a. _____

b. _____

LEASEHOLDERS

1. All current leaseholders, whether recorded or not: No current leaseholders

MORTGAGES

1. Current recorded mortgages (i.e., persons and institutions who have filed a mortgage interest against the property): No current mortgages.

LIENS

1. Any recorded liens against the property:
 - a. No liens filed against the Property

OTHER INTERESTS

1. No other Current interest
2. _____

Prepared By:
James Goodrich, January 13, 2025

PRINT NAME & DATE

James Goodrich

SIGNATURE

Attachments:
Warranty Deed