

**CON 12-1-1**  
**Doc # 108150**

October 19, 2023

Mr. Bradley Adams, Legal Support  
Iowa Department of Natural Resources  
Solid Waste Section  
Wallace State Office Building  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319

RE: Humboldt County Sanitary Landfill – Environmental Covenant;  
Permit #46-SDP-02-83C; MER #9041

Dear Mr. Adams,

Enclosed are Environmental Covenant (EC) documents for the Humboldt County Sanitary Landfill. At the request of Mr. Bradley Adams, these documents have been forward to the IDNR Legal Department for the Directors signature. Please return these EC documents to Humboldt County after the Director has signed off on them. Humboldt County will then sign and record these EC documents.

Humboldt County's mailing address is as follows:

Humboldt County Landfill Commission  
Trish Erickson, Humboldt County Auditor  
Humboldt County Courthouse  
203 Main St.  
Dakota City, IA 50529

Respectfully submitted on behalf of Humboldt County Sanitary Landfill Commission,



Eldon F. Rossow, P.E.

Enclosures

- cc - Trish Erickson, Humboldt County Auditor / Humboldt County Landfill Commission  
- Mike Smith - IDNR Solid Waste (EES)  
- Trent Lambert - IDNR Region 2

**RECEIVED**

**OCT 23 2023**

## **PROPERTY INTEREST FORM**

To: Iowa Department of Natural Resources (DNR)  
Wallace State Office Building  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319

Re: Environmental Covenant Supporting Documentation  
Subject Property Location:  
Source Site Location:

This letter is to certify that Humboldt County 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 Iowa Administrative Code 14.

### **FEE TITLE OWNER**

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:  
**None**

### **CONTRACT INTEREST**

1. Current contract buyers or assignees of contracts for the sale of the property:  
**None**
2. Current contract sellers of the property:  
**None**

### **LEASEHOLDERS**

1. all current leaseholders, whether recorded or not:  
**None**

### **MORTGAGES**

1. Current recorded mortgages (i.e., persons and institutions who have filed a mortgage interest against the property):  
**None**

**IOWA SOLID WASTE PROGRAM  
ENVIRONMENTAL COVENANT**

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

Humboldt County, Iowa, hereafter "grantor(s)", Humboldt County Board of Supervisors, Chairman and the Humboldt County Landfill Commission acting on behalf of Landfill entities, hereafter "holder(s)," and the Iowa Department of Natural Resources (DNR) 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 DNR in Iowa Code (IC) chapter 455I, § 455B.103(7), and DNR rules in 567 Iowa Administrative Code.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 2402 205<sup>th</sup> street, Humboldt, Iowa 50548. The affected property is legally described as:

A parcel of land being a portion of the South half of the Northeast quarter (S1/2 NE1/4) of section twenty-nine (29), township ninety-two (92) North, range twenty-eight (28) West of the 5<sup>th</sup> P.M., Humboldt County Iowa and being more particularly described as follows:

Commencing at the center of said section 29, thence on an assumed bearing of North 00°10'45" East 257.00 feet, along the West line of the Northeast Quarter (NE1/4) of said section 29 to the point of beginning, thence continuing along said West line, North 00°10'45" East 1057.72 feet to the Northwest corner of the South half of the Northeast Quarter (S1/2 NE1/4), thence leaving said West line, North 88°44'37" East 1088.00 feet, along the North line of said S1/2 NE1/4, thence leaving said North line, South 00°10'45" West 630.00 feet, thence South 82°19'38" West 229.01 feet, thence South 00°10'45" West 405.00 feet, thence South 88°56'06" West 861.00 feet to the point of beginning.

Parcel Contains 24.28 Acres and is subject to easements of record.

Note: The West line of the NE1/4 is assumed to bear north 00°10'45" East.

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

2. **Risk Management and Institutional Controls.**

In accordance with Chapter 455B of the Iowa Code, DNR permitted municipal solid wastes to be disposed on the affected property under solid waste disposal project permit 46-SDP-02-83 issued to Humboldt County, Iowa.

Permit, investigations and reports are available for review in the DNR Solid Waste files under permit 46-SDP-02-83.

Presence of buried municipal solid wastes on the property may present a risk to public health and the environment if certain activities occur on the property. As such, the Director, pursuant to her authority under IC § 455B.103(7), has determined that an environmental covenant is necessary to manage risk of future exposure by limiting specified activities on the property and establishing affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that activity and use limitations provided in this environmental covenant fail to serve their intended purpose - including prevention of exposure to contamination - DNR may reopen 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 DNR administrative rules.
4. **Identity of Grantor(s) and Holder(s).**

**GRANTOR(S):** Humboldt County, Iowa

**HOLDERS:** Humboldt County Board of Supervisors, Rick Pedersen acting on behalf of the Humboldt County Landfill Commission

**AGENCY:** Iowa Department of Natural Resources

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 either by signatures on this covenant or by a separate subordination and consent agreement attached as Exhibit.
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. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures including landfill caps, landfill gas collection systems and leachate management systems, all construction activities taking place on the property shown on Exhibit A – Plat Map must be approved by DNR.
  - b. No deposited municipal waste shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
  - c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. "Drinking water wells" are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
  - d. Construction of residences within the boundaries of the property must be approved by DNR.
  - e. On a biennial basis, the site shall be inspected, by a professional engineer licensed in the State of Iowa, to verify that the property activity and use limitations enumerated in this covenant have been complied with. A report of this inspection shall be sent to the DNR's Solid Waste Section within 30 days of completion.
  - f. Large animal grazing, row crop agriculture and development and placement of structures is prohibited in areas of previous garbage placement. The cap integrity must be maintained with permanent grassy vegetation into perpetuity. Reseeding shall be accomplished according to a plan with prior approval by the DNR.
  - g. Leachate stored in the on-site leachate lagoon must be monitored and treated as is needed into perpetuity. This leachate monitoring must ensure that stored leachate does not overflow or flow freely from the lagoon.
  - h. Leachate treatment, when required, must comply with all parts of the current DNR approved treatment agreement.
8. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify DNR 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 to DNR or any authorized representative of DNR, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. DNR, 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 DNR.

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 DNR 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 DNR 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 5/25/2023,  
RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE HUMBOLDT COUNTY RECORDER ON 5/25/2023 IN  
document 230437, book 23 and page 0437, parcel A.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures including landfill caps, landfill gas collection systems and leachate management systems, all construction activities taking place on the property show on Exhibit A – Plat Map must be approved by DNR.
  - b. No deposited municipal waste shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
  - c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. “Drinking water wells” are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
  - d. Construction of residences within the boundaries of the property must be approved by DNR.
  - e. On a biennial basis, the site shall be inspected, by a professional engineer licensed in the State of Iowa, to verify that the property activity and use limitations enumerated in this covenant have been complied with. A report of this inspection shall be sent to DNR’s Solid Waste Section within 30 days of completion.
  - f. Large animal grazing, row crop agriculture and development and placement of structures is prohibited in areas of previous garbage placement. The cap integrity must be maintained with permanent grassy vegetation into perpetuity. Reseeding shall be accomplished according to a plan with prior approval by the DNR.
  - g. Leachate stored in the on-site leachate lagoon must be monitored and treated as is needed into perpetuity. This leachate monitoring must ensure that stored leachate does not overflow or flow freely from the lagoon.
  - h. Leachate treatment, when required, must comply with all parts of the current DNR approved treatment agreement.
12. **Modification and Termination.** Modification or termination of terms of this covenant shall comply with standards in IC chapter 455I and applicable DNR administrative rules. Terms of this environmental covenant may be modified or terminated by written consent of the Director of the DNR, 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.** 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 DNR 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 Humboldt 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 Humboldt County Recorder's Office.
18. **Notice.** Unless otherwise notified in writing by the DNR, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources  
Solid Waste Section Supervisor  
Wallace State Office Building  
502 E 9th St  
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**

Humboldt County Board of Supervisors, Chairman

\_\_\_\_\_  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Sandy Loney

Humboldt County Board of Supervisors, Chairman

**HOLDERS:**

Humboldt County Landfill Commission, Chairman

\_\_\_\_\_  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Rick Pedersen

Humboldt County Landfill Commission, Chairman

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the Chairman, Humboldt County, Iowa who executed the foregoing instrument, an acknowledge that this person executed the same as his/her/their voluntary act and deed.

\_\_\_\_\_  
Notary Public for State of Iowa

**AGENCY:**

\_\_\_\_\_  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Kayla Lyon

Director, Iowa Department of Natural Resources

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 a his/her/their voluntary act and deed.

\_\_\_\_\_  
Notary Public for State of Iowa

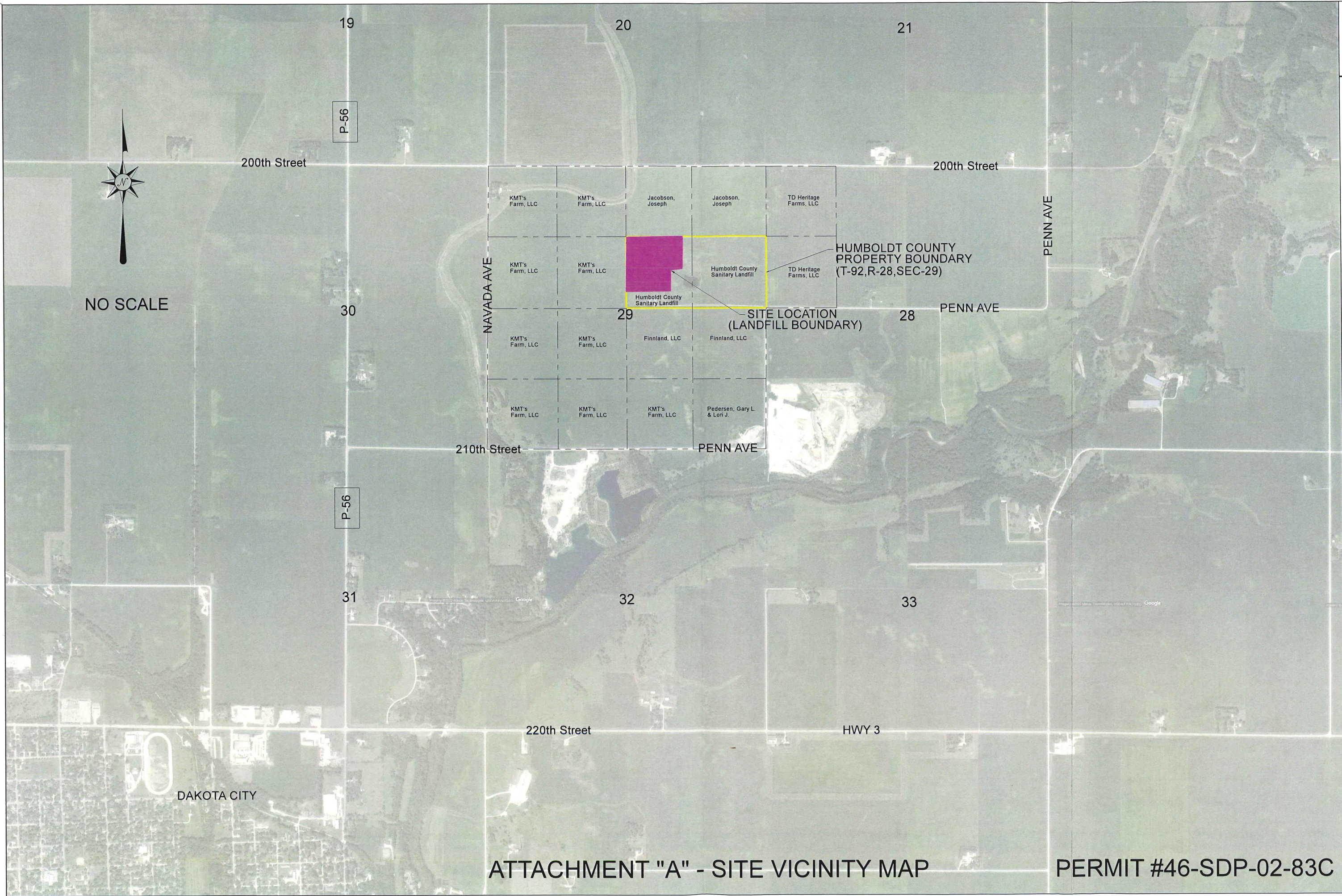
**Exhibit A**

Site Vicinity Map

Site Plat with Landfill Boundary

Recorded Humboldt County Landfill Survey





PROJECT NO:	9041
DESIGNED:	D.A.M.
CHECKED:	E.F.R.
DATE:	06/23
SHEET	1

HUMBOLDT COUNTY SANITARY LANDFILL - SITE VICINITY PLAT

MER ENGINEERING, INC.  
ENGINEERING, ARCHITECTURE AND SURVEYING  
100 REGENCY WEST COURT  
POST RIDGE, IOWA  
(515) 955-9635  
www.mereng.com

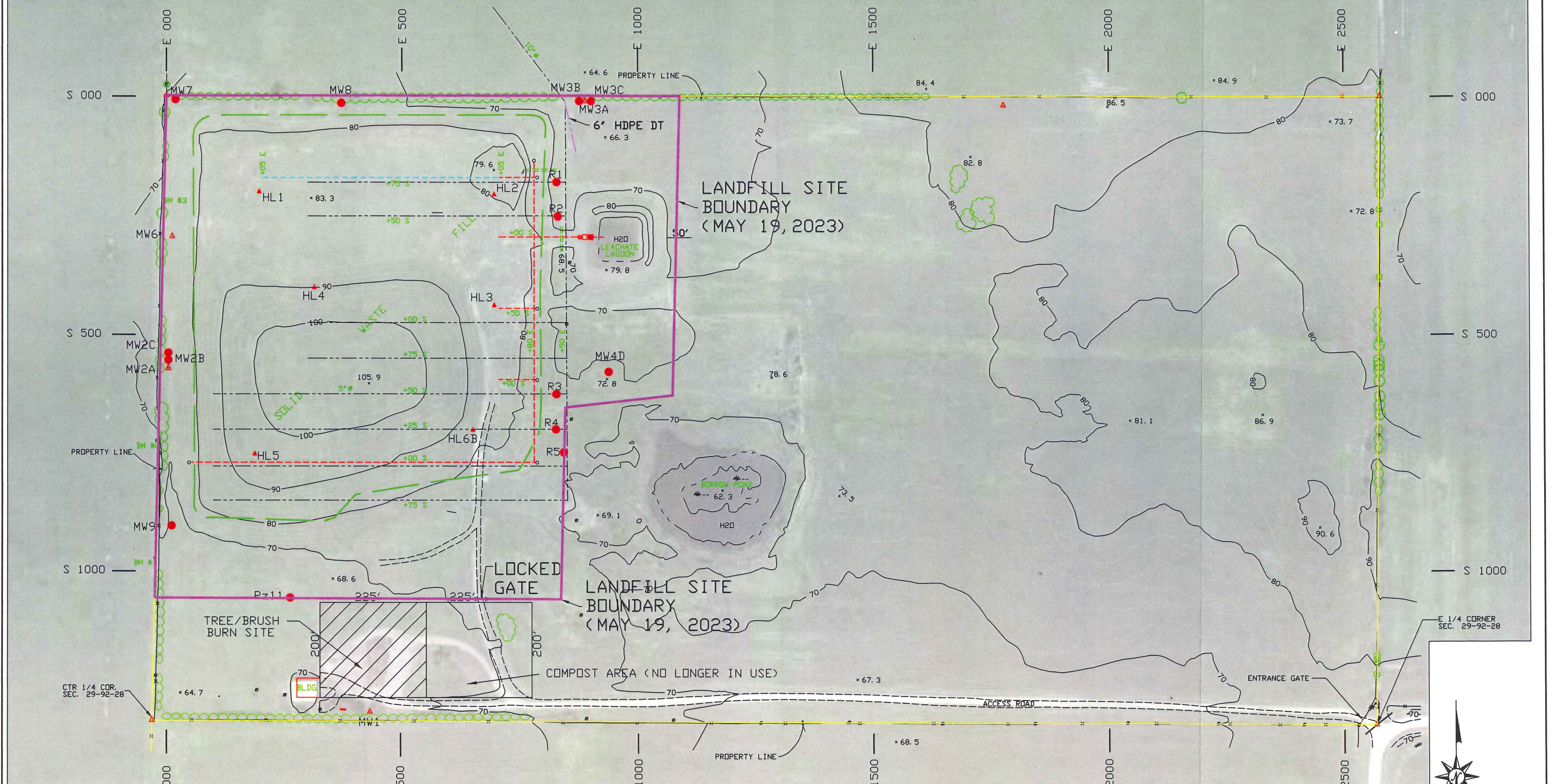


ATTACHMENT "A" - SITE VICINITY MAP

PERMIT #46-SDP-02-83C



# ATTACHMENT "A" - NEW LANDFILL BOUNDARY PER CERTIFIED LAND SURVEY MAY 19, 2023



**BENCH MARKS**

#1 SPIKE IN P.P. ELEV. 68.55  
 #2 SPIKE IN P.P. ELEV. 70.51  
 #3 SPIKE IN P.P. ELEV. 74.91

**LEGEND**

— x — x —	FENCE (PROPERTY LINE)	▲ HL 2	GROUNDWATER PIEZOMETER
○	POWER POLE	— o —	LEACHATE PIEZOMETER
■	CONCRETE MANHOLE	—	SOLID WASTE LIMITS (APPROX)
⊗	INLET STRUCTURE	—	6" Ø PVC LEACHATE COLLECTION TILES W/CLEANOUT
—	VALVE	—	LEACHATE TRENCH DRAIN
—	CULVERT	—	ABS GROUNDWATER INTERCEPT TILE
● MW 3	GROUNDWATER MONITORING WELL	● R1	BLIND TEE RISER
		—	6" HDPE PERFORATED DRAIN TILE

— LANDFILL SITE BOUNDARY (2023)

0' 100' 200' 300'



[illegible]

PAGE 1 OF 2

DESCRIPTION PARCELA

**A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINETY-TWO (92) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., HUMBOLDT COUNTY IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE CENTER OF SAID SECTION 29, THENCE ON AN ASSUMED BEARING OF NORTH 00°10'45" EAST 257 00 FEET, ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 29 TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°10'45" EAST 1057 72 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4), THENCE LEAVING SAID WEST LINE, NORTH 88°44'37" EAST 1088 00 FEET, ALONG THE NORTH LINE OF SAID S1/2 NE1/4, THENCE LEAVING SAID NORTH LINE, SOUTH 00°10'45" WEST 630 00 FEET, THENCE SOUTH 82°19'38" WEST 229 01 FEET, THENCE SOUTH 00°10'45" WEST 405 00 FEET, THENCE SOUTH 88°56'06" WEST 861 00 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 24.28 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD NOTE: FOR THE PURPOSE OF THIS SURVEY, THE WEST LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 00°10'45" EAST

DESCRIPTION PARCEL B

**A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINETY-TWO (92) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., HUMBOLDT COUNTY IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT THE CENTER OF SAID SECTION 29; THENCE NORTH 88°56'06" EAST 2599 46 FEET, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) TO THE EAST QUARTER CORNER OF SAID SECTION 29, THENCE NORTH 00°48'59" WEST 1323 04 FEET, ALONG THE EAST LINE OF SAID NE1/4 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4); THENCE LEAVING SAID EAST LINE, SOUTH 88°44'37" WEST 1488 67 FEET, ALONG THE NORTH LINE OF SAID S1/2 NE1/4, THENCE LEAVING SAID NORTH LINE, SOUTH 00°10'45" WEST 630 00 FEET, THENCE SOUTH 82°19'38" WEST 229 01 FEET, THENCE SOUTH 00°10'45" WEST 405 00 FEET; THENCE SOUTH 88°56'06" WEST 861 00 FEET TO THE WEST LINE OF THE NE1/4 OF SAID SECTION 29; THENCE SOUTH 00°10'45" WEST 257 00 FEET, ALONG SAID WEST LINE TO THE POINT OF BEGINNING

PARCEL CONTAINS 54 07 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD NOTE FOR THE PURPOSE OF THIS SURVEY, THE WEST LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR NORTH 00°10'45" EAST

DESCRIPTION INGRESS/EGRESS EASEMENT

**A SEVENTY (70) FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINETY-TWO (92) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., HUMBOLDT COUNTY IOWA, LYING THIRTY-FIVE (35) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;**

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 29, THENCE NORTH 00°48'59" WEST 35 00 FEET, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING, THENCE LEAVING SAID EAST LINE, SOUTH 88°56'06" WEST 1838 95 FEET, THENCE NORTH 16°27'14" WEST 230 19 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID STRIP SHALL BE SHORTENED OR EXTENDED TO MEET AT ANGLE POINTS AND TO BEGIN ON THE EAST LINE OF THE NORTHEAST QUARTER AND TO TERMINATE ON THE SOUTH LINE OF NEWLY CREATED PARCELA SAID EASEMENT CONTAINS 3 33 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD NOTE FOR THE PURPOSE OF THIS SURVEY, THE SOUTH LINE OF THE NORTHEAST QUARTER IS ASSUMED TO BEAR SOUTH 88°56'06" WEST

AREA BREAKDOWN

PARCEL A	TOTAL	ROAD	TAXABLE
SW 1/4 NE 1/4	24 28	0 00	24.28
TOTALS	24 28	0 00	24 28

AREA BREAKDOWN

PARCEL B	TOTAL	ROAD	TAXABLE
SW 1/4 NE 1/4	14 83	0 00	14 83
SE 1/4 NE 1/4	39 24	0 04	39 20
TOTALS	54.07	0 04	54 03