

IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT

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

Chickasaw County, Iowa, hereafter “grantor”, 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 (IAC).

1. **Affected Property**. The grantor is the fee title owner of the property located on Hickory Avenue, Chickasaw County, Iowa. The affected property is legally described as:

The Northwest Quarter (NW ¼) Southwest Quarter (SW ¼) of Section Thirty-Three (33), Township Ninety-Five (95) North, Range Thirteen (13) West of the 5th P.M., Chickasaw County, Iowa

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 19-SDP-01-72C issued to Chickasaw County, Iowa.

Permit, investigations and reports are available for review in the DNR Solid Waste files under permit 19-SDP-01-72C.

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: Chickasaw County, Iowa

HOLDERS: None

AGENCY: Iowa Department of Natural Resources

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, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement attached as: NONE.
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 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.

In addition to general restrictions above, the following specific restrictions are imposed:

- f. Restrictions and use limitations and terms due to continued management of landfill gas:
 - 1) There shall be no placement of or construction of enclosed structures on the landfill cap.
 - 2) There shall be no controlled vegetation burns on the property.
- g. Restrictions and use limitations and terms due to continued management of leachate:
 - 1) The leachate control system will continue to be operated and maintained. The leachate collected from the leachate control system shall be disposed of at a treatment works with an NPDES Permit
- h. Restrictions and use limitations and terms related to site access:
 - 1) The fencing near the current front entrance gate shall be maintained in perpetuity.
- i. Restrictions and use limitations and terms related to land use:

- 1) The landfill's cap integrity must be maintained in perpetuity.
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
 _____, RECORDED IN THE DEED OR
 OFFICIAL RECORDS OF THE CHICKASAW COUNTY
 RECORDER ON _____ IN
 _____.

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 shown on Exhibit A 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.

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- i. Restrictions and use limitations and terms related to land use:
 - 1) The landfill's cap integrity must be maintained in perpetuity.
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 shall record the environmental covenant in the same manner as a deed to the property with the Chickasaw 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 Chickasaw 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

ACKNOWLEDGMENTS

GRANTORS

Chickasaw County, Iowa

By: _____

Attest:

State of _____ §
County of _____

On this _____ day of _____, 2024, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, and acknowledge that this
person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

AGENCY:

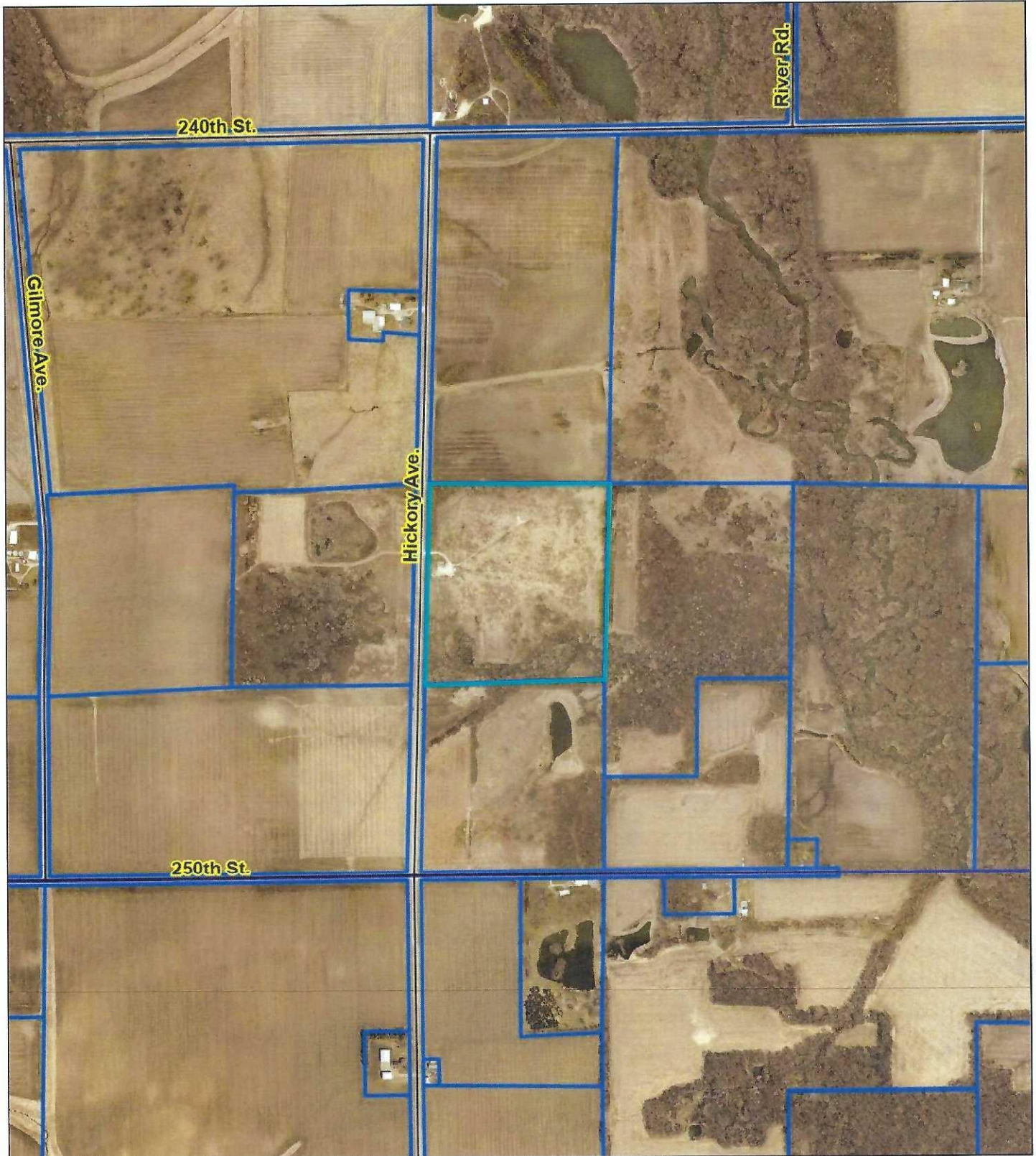
_____ Signed this _____ day of _____, 20 _____
Kayla Lyon
Director, Iowa Department of Natural Resources

State of _____ §
County of _____

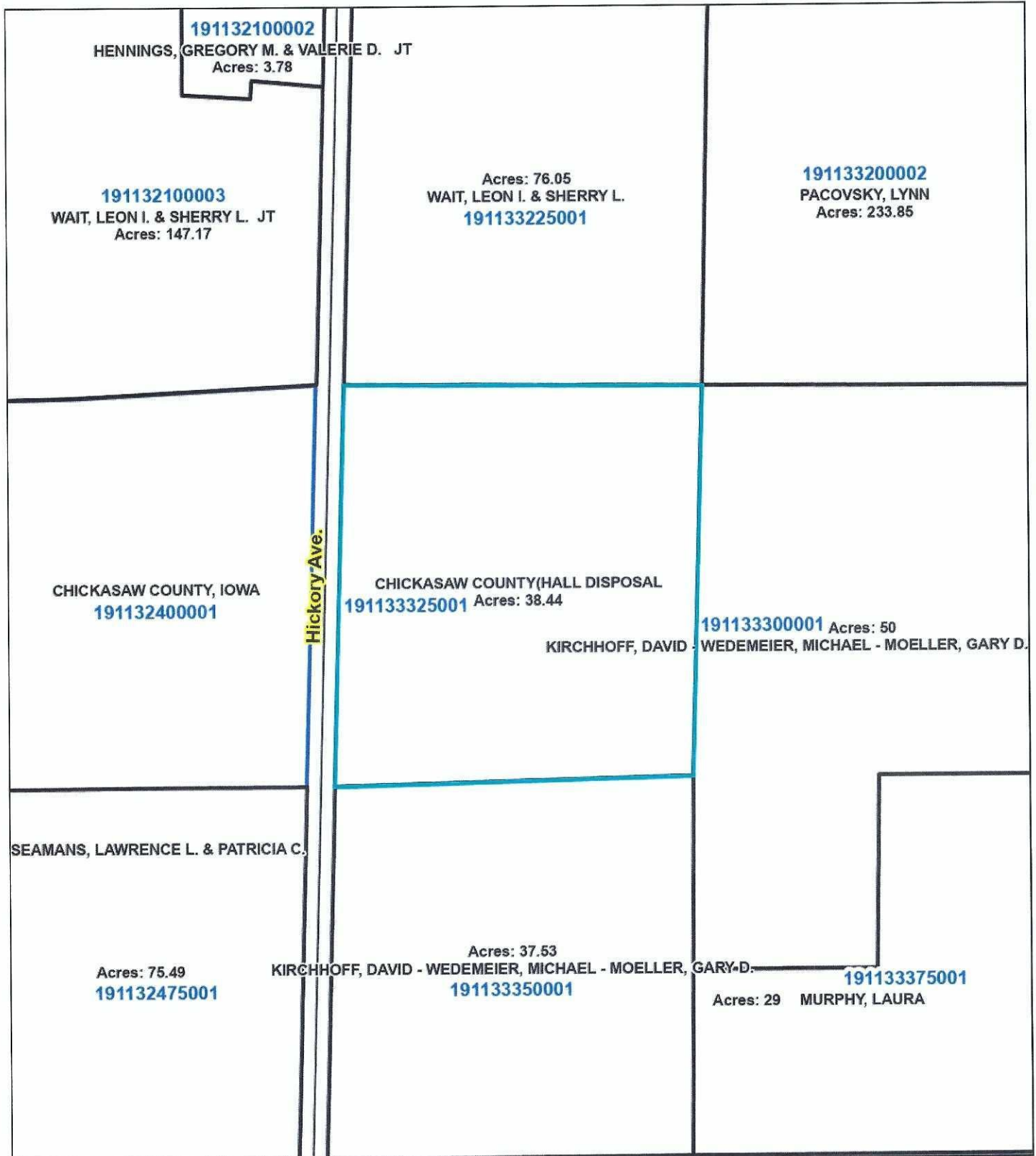
On this _____ day of _____, 2024, before me personally appeared _____,
known to me to be the Acting Director of the Iowa Department of Natural Resources or the lawful
designee of the Director who executed the foregoing instrument, and acknowledge that this person
executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

Exhibit A



Parcel ID	19-11-33-3-25-001	Alternate ID	0032150	Owner Address	CHICKASAW COUNTY(HALL DISPOSAL
Sec/Twp/Rng	33-95-13	Class	C		P.O. BOX 311
Property Address	2456 HICKORY AVE	Acreage	38.44		NEW HAMPTON, IOWA, 50659
	IONIA				
District	DANH				
Brief Tax Description	33-95-13 NW 1/4 SW 1/4				
	(Note: Not to be used on legal documents)				



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