

IOWA DNR SOLID WASTE PROGRAM  
ENVIRONMENTAL COVENANT

CON 12-1-1  
Doc # 109948

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

Cass County Environmental  
Control Agency DBA Cass County  
Transfer Station

Cass County Environmental Control Agency, hereafter "grantor(s)", 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 chapter 455I, § 455B.103(7), and DNR rules in Chapter 567 of the Iowa Administrative Code (IAC).

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 65928 Jackson Road, Atlantic, IA 50022. The affected property is legally described as: The NE 1/4, SE 1/4, SE 1/4 and Lot 4 in SE 1/4, SE 1/4, NE 1/4; SE 1/4, and all that Part E 1/2, SE 1/4; NE 1/4 lying South of the creek, also that part of Lot 1 of Lot 5 lying North and East of the public highway in SE 1/4, Section 13, Township 76, Range 36 West; and N 1/2, SW FR 1/4, Section 18, Township 76 North, Range 35 West in Cass 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 of on the affected property under solid waste disposal project permit 15-SDP-06-22P-XFR issued to Cass County Environmental Control Agency.

Permit, investigations, and reports are available for review in the DNR Solid Waste files under permit 15-SDP-06-22P-XFR.

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 the authority granted under Iowa Code section 455B.103(7), has determined that an environmental covenant is necessary to document the existence of solid waste on the property and to manage the risk of future exposure by limiting specified activities on the property and establishing affirmative obligations.

This environmental covenant is an institutional control and does not limit DNR's authority to approve or deny a request to rescind or modify any permit under the department's jurisdiction. Closure permit rescission is at the discretion of the DNR. As a requirement for closure permit rescission, a new environmental covenant must be executed.

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

**GRANTOR(S):** Cass County Environmental Control Agency

Cass County Environmental Control Agency DBA Cass County Transfer Station by Brandi Mericle,

**HOLDER(S):** Director and Secretary of Cass County Environmental Control Agency Board.

Insert each person signing the covenant as a holder and describe their relationship to the property. A grantor can be a holder as well. Other persons may include contract buyers, lessees, mortgage holders, municipalities, owners of the source site, and other interested parties.

**AGENCY:** Iowa Department of Natural Resources

4. **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 28E Agreement . {Consult DNR guidance to assure that all contract buyers, mortgagees lessees, and other consensual lienholders either sign this instrument or sign a separate DNR-approved subordination and consent agreement.}
5. **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.
6. **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 - Site 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 the production of food or medicine for human consumption in facilities characterized by 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. In the event of any conflict with the current closure permit the most stringent requirement shall be followed.
7. **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 that 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.
8. **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.
9. **Modification and Termination.** Modification or termination of terms of this covenant shall comply with standards in Iowa Code 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.
10. **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.

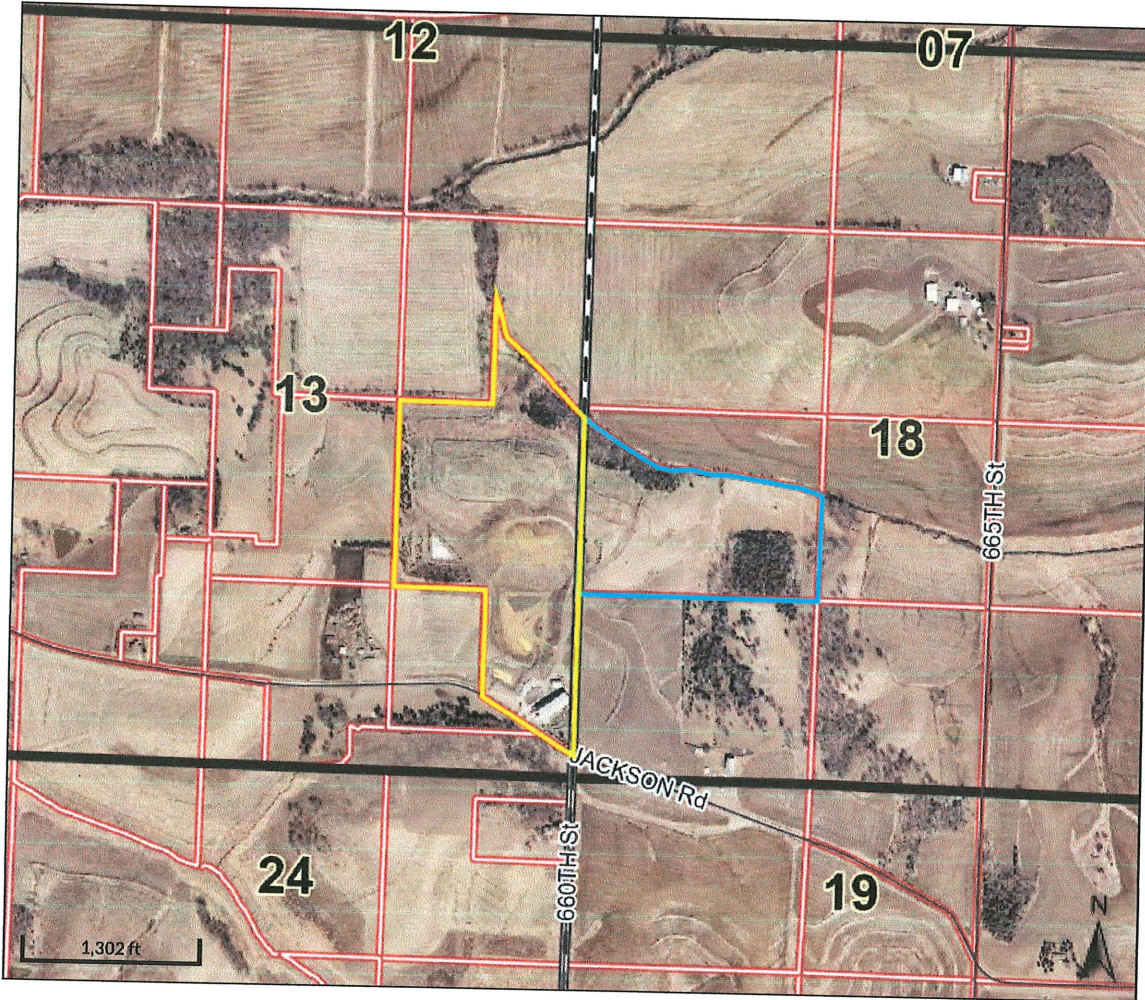
11. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
12. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.
13. **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 Cass County Recorder's Office. After recordation, the grantee shall forward a recorded copy of this document to DNR for record keeping.
14. **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 Cass County Recorder's Office.
15. **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 9<sup>th</sup> St  
Des Moines IA 50319

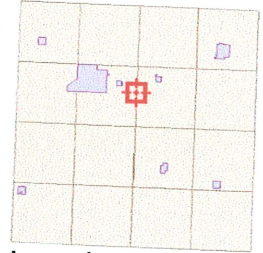
16. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests:  
  
None
17. [DISCRETIONARY PARAGRAPH:] **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 that conveys a possessory interest in the property.



# Cass County, IA



### Overview



### Legend

- Centerlines
- Corporate Limits
- Political Townships
- Sections
- Parcels

<b>Parcel ID</b>	180009177001000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	Cass County Environmental Control Agency
<b>Sec/Twp/Rng</b>	13-76-36	<b>Class</b>	C		5 W 7th St
<b>Property Address</b>	65928 JACKSON ATLANTIC	<b>Acreage</b>	59.63		Atlantic, IA 50022-

**District** ATLANTIC SCH GROVE TWP  
**Brief Tax Description** NE1/4 SE1/4 (EXC.PC. NE COR.); E1/2 SE1/4 NE1/4 W OF CREEK; LOTS 1 & 4; LOT 1 OF 5 N OF RD & PARCEL A LOT 3 ALL IN SE1/4 SE1/4 SEC 13 GROVE TWP

(Note: Not to be used on legal documents)

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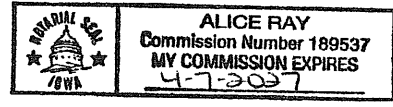
GRANTOR(S)

Brandi Merkle Signed this 22<sup>nd</sup> day of April, 20 24  
Grantor 1

State of Iowa §  
County of Cass

On this 22<sup>nd</sup> day of April, 20 24, before me personally appeared Brandi Merkle, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Alice Ray  
Notary Public for State of Iowa



\_\_\_\_\_  
Grantor 2 Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

State of \_\_\_\_\_ §  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, 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

**HOLDERS:**

Brandi Mericle Signed this 22<sup>nd</sup> day of April, 2024  
Holder 1

State of Iowa §  
County of Cass

On this 22<sup>nd</sup> day of April, 2024, before me personally appeared  
Brandi Mericle, who executed the foregoing instrument, and acknowledge that this  
person executed the same as his/her/their voluntary act and deed.



Alice Ray  
Notary Public for State of Iowa

\_\_\_\_\_  
Holder 2 Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

State of \_\_\_\_\_ §  
County of \_\_\_\_\_

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

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

**SUBORDINATED INTERESTS:**

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

Subordinated Interests 1

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

Subordinated Interests 2