



109 Regency West Court
Fort Dodge, IA 50501
515-955-3635
evergreen-engineers.com

October 7, 2025

Mr. Brian Rath, EES
Iowa Department of Natural Resources
Solid Waste and Contaminated Sites Section Supervisor
6200 Park Ave Ste 200
Des Moines, IA 50321

RE: Georgia-Pacific Gypsum – Environmental Covenant.
Georgia-Pacific North Wallboard Recycle Pile - Permit #94-SDP-09-91X;
Georgia-Pacific Waste Disposal Site - Permit #94-SDP-18-09;
Evergreen Engineers #9510

Dear Mr. Rath,

Enclosed are Environmental Covenant (EC) documents for the Georgia-Pacific North Wallboard Recycle Pile and the Georgia-Pacific Waste Gypsum Disposal Site. Please review the EC documents at the Departments convenience. If all is in order, please return these EC documents to Georgia-Pacific Gypsum after the Director has signed them. Georgia-Pacific Gypsum will then sign and record these EC documents.

Georgia-Pacific Gypsum mailing address is as follows:
Georgia-Pacific Gypsum
Olivia Jackson, Environmental Manager
2374 Mill Road
Fort Dodge, IA 50563

RECEIVED

OCT 10 2025

Respectfully submitted on behalf of Georgia-Pacific Gypsum LLC,



Eldon F. Rossow, P.E.

Enclosures

cc - Olivia Jackson, Environmental Manager

PROPERTY INTEREST FORM



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

Re: Environmental Covenant Supporting Documentation
Part of the East 2/3 of Section 34, Township 89 North, Range 28 West, of the 5th
Subject Property Location: P.M., Webster County, Iowa
Source Site Location: _____

Georgia-Pacific Gypsum LLC, a Delaware
This letter is to certify that limited liability 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 Iowa Administrative Code 14.

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:
Georgia-Pacific Gypsum LLC, by Quit Claim Deed dated December 31, 2006 and recorded on May 14, 2007 in the Webster County, Iowa Public Records as Instrument No. 2007-2660.

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:
n/a
2. Current contract sellers of the property:
n/a

LEASEHOLDERS

1. all current leaseholders, whether recorded or not:
n/a

MORTGAGES

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

LIENS

1. Any recorded liens against the property:
none.

RECEIVED

OCT 10 2025

OTHER INTERESTS (responsible party)

None applicable

Prepared By: Georgia-Pacific Gypsum LLC

**IOWA SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT**

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

Georgia-Pacific LLC, hereafter "grantor(s)", Georgia-Pacific LLC
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.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 2374 Mill Road, Fort Dodge. IA 50563. The affected property is legally described as:

DESCRIPTION: PARCEL 2024-A

A PARCEL OF LAND BEING A PORTION OF THE EAST TWO-THIRDS (2/3) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., WEBSTER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ON AN ASSUMED BEARING OF NORTH 00°04'45" WEST 300.00 FEET, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE LEAVING SAID EAST LINE, SOUTH 89°37'15" WEST 972.07 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD, POINT BEING ALSO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 63°20'16" WEST 166.98 FEET; THENCE NORTH 80°00'15" WEST 60.00 FEET; THENCE SOUTH 68°33'12" WEST 224.00 FEET; THENCE SOUTH 43°35'42" WEST 97.00 FEET; THENCE SOUTH 78°41'08" WEST 166.00 FEET; THENCE NORTH 22°17'12" WEST 300.00 FEET; THENCE NORTH 00°47'34" WEST 232.00 FEET; THENCE NORTH 38°48'21" EAST 21.00 FEET; THENCE NORTH 01°56'22" EAST 382.16 FEET; THENCE NORTH 01°56'22" EAST 117.84 FEET; THENCE NORTH 27°33'29" EAST 178.00 FEET; THENCE NORTH 10°29'51" EAST 541.88 FEET; THENCE SOUTH 69°37'09" EAST 429.00 FEET; THENCE SOUTH 40°08'50" EAST 70.00 FEET; THENCE SOUTH 06°18'56" EAST 184.00 FEET, TO THE WEST RIGHT OF WAY LINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 377.38 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 134.11 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°51'25" WEST 138.51 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG THE ARC OF A 723.14 FOOT RADIUS CONCAVE NORTHEASTERLY FOR 455.12 FEET, SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 15°10'23" EAST FOR 447.65 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 21.28 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY THE EAST LINE OF THE SOUTHWEST QUARTER OF 34-89-28 IS ASSUMED TO BEAR NORTH 00°04'45" WEST.

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 industrial solid wastes to be disposed on the affected property under solid waste disposal project 94-SDP-09-91X and 94-
permit SDP-18-09 issued to
Georgia-Pacific LLC.

Permit, investigations, and reports are available for review in the DNR Solid Waste files under permit 94-SDP-09-91X and .

Presence of buried industrial 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.

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, Iowa Code chapter 455I, and applicable DNR administrative rules.

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

GRANTOR(S): Georgia-Pacific LLC

HOLDER(S): Georgia-Pacific LLC

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

5. **Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:
- The grantor(s) is/are the sole fee title owner(s) of the property;
 - 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;
 - 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 Not Applicable.

{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.}

6. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in Iowa Code section 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:
- 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.
 - No deposited industrial waste shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
 - 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.
 - 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. Unauthorized access shall be controlled.
 - g. Development and placement of structures on the cap are not allowed.
 - h. The cap must be maintained in its original condition.
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.

Access is also granted to none.

11. **Groundwater Hazard Statement Notice.** Iowa Code section 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in Iowa Code section 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 Iowa Code section 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 WEBSTER COUNTY
RECORDER ON {date} IN {document, book and page, or parcel number}.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

12. **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 Iowa Code section 455I.10(1)"c" in accordance with and subject to the provisions of Iowa Code section 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 Iowa Code section 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 Iowa Code section 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 Webster County Recorder's Office. After recordation, the grantee shall forward a recorded copy of this document to DNR for record keeping.
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 Webster 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 and Contaminated Sites Section Supervisor
6200 Park Ave Ste 200
Des Moines IA 50321
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

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 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

GRANTOR(S)

_____ Signed this _____ day of _____, 20 _____

Grantor 1

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

_____ Signed this _____ day of _____, 20 _____

Grantor 2

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:

_____ Signed this _____ day of _____, 20 _____

Holder 1

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

_____ Signed this _____ day of _____, 20 _____

Holder 2

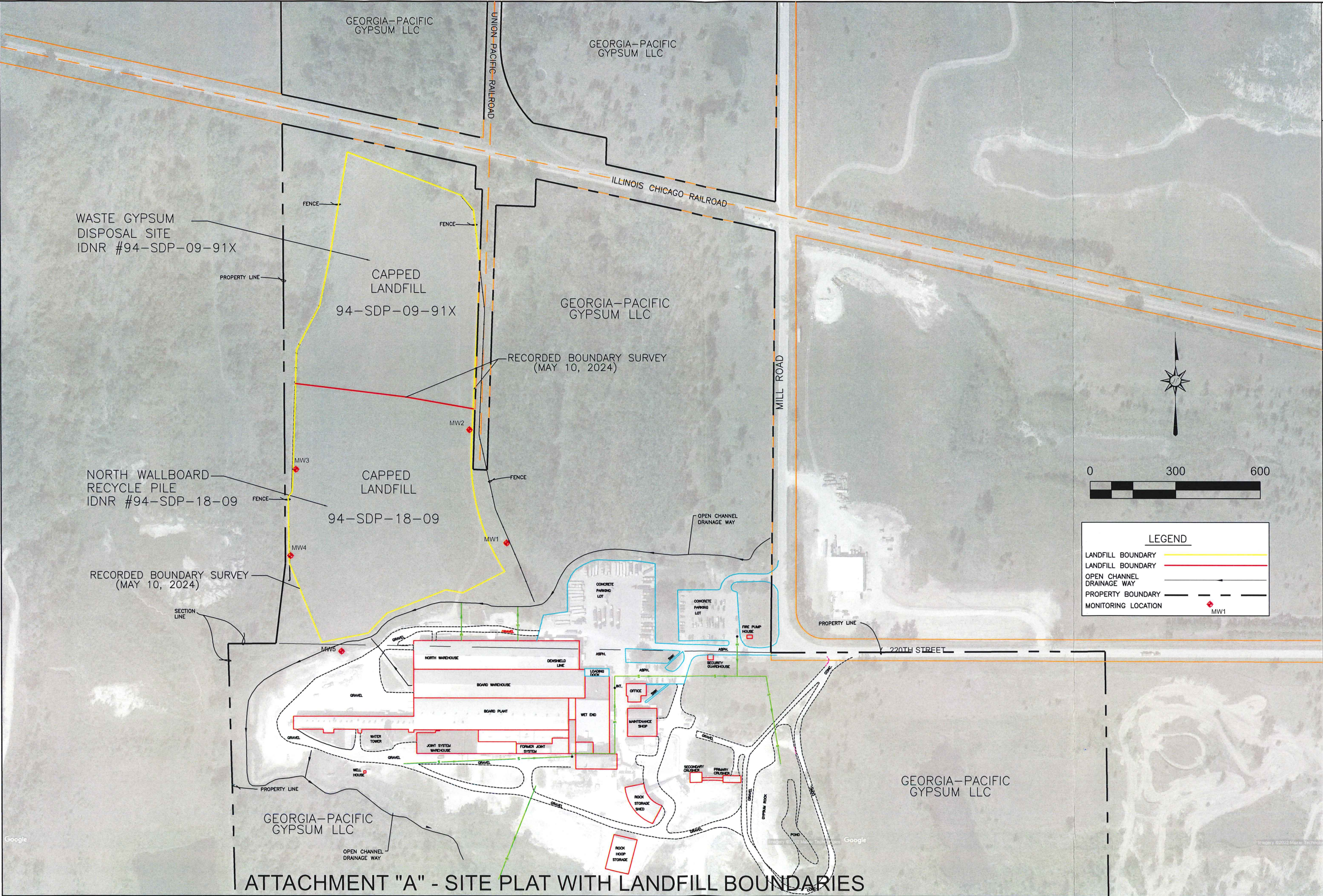
State of _____
County of _____ §

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

Exhibit A

Map - Provide map that exhibits the affected property and any restricted sub-areas as needed.



ATTACHMENT "A" - SITE PLAT WITH LANDFILL BOUNDARIES

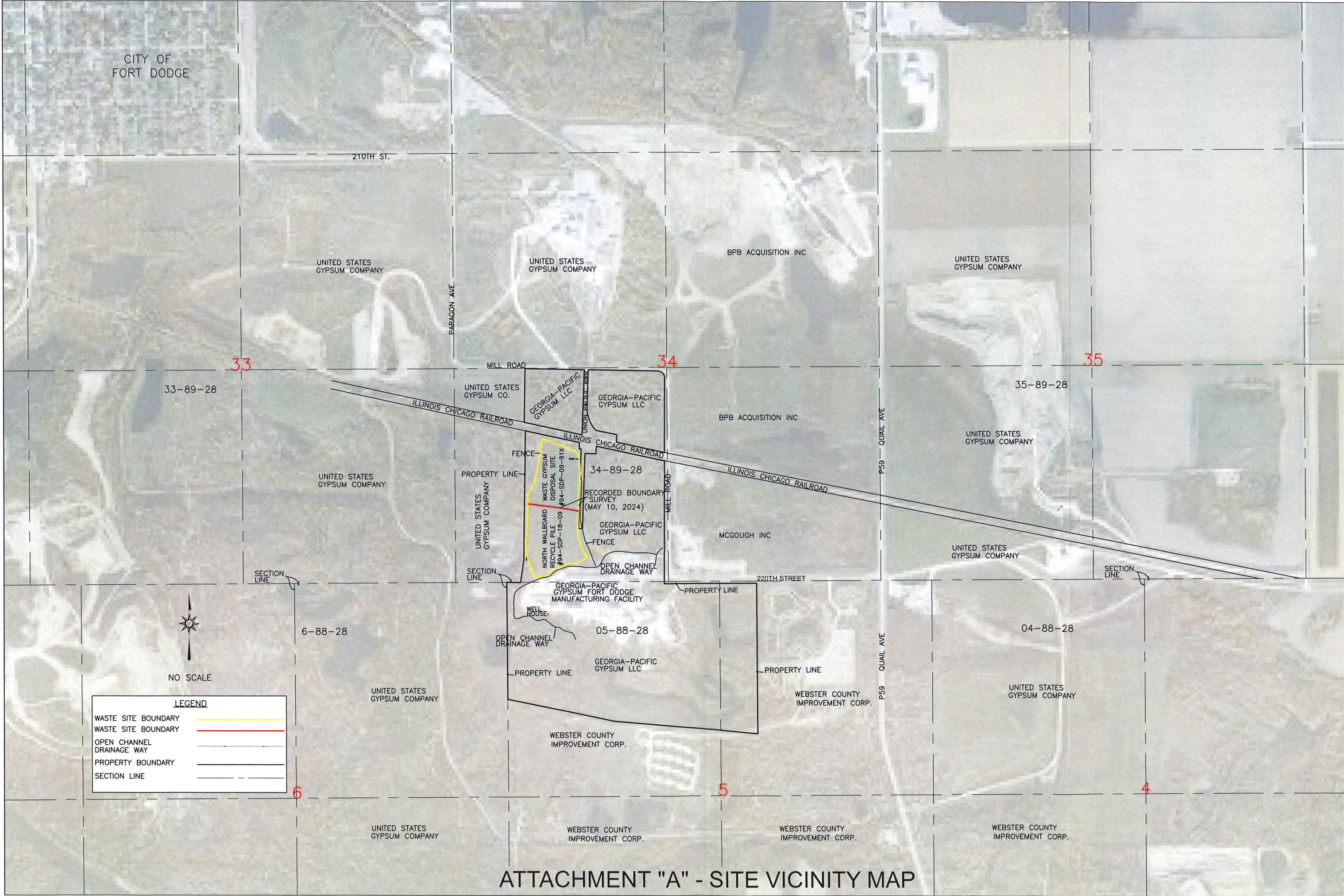
PROJECT NO:	9510	SHEET	1
DESIGNED:	D.A.M.		
CHECKED:	E.F.R.		
DATE:	05/25		

GEORGIA-PACIFIC GYPSUM - FORT DODGE, IOWA

EVERGREEN ENGINEERS
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 109 REGENCY WEST COURT
 FORT DODGE, IOWA
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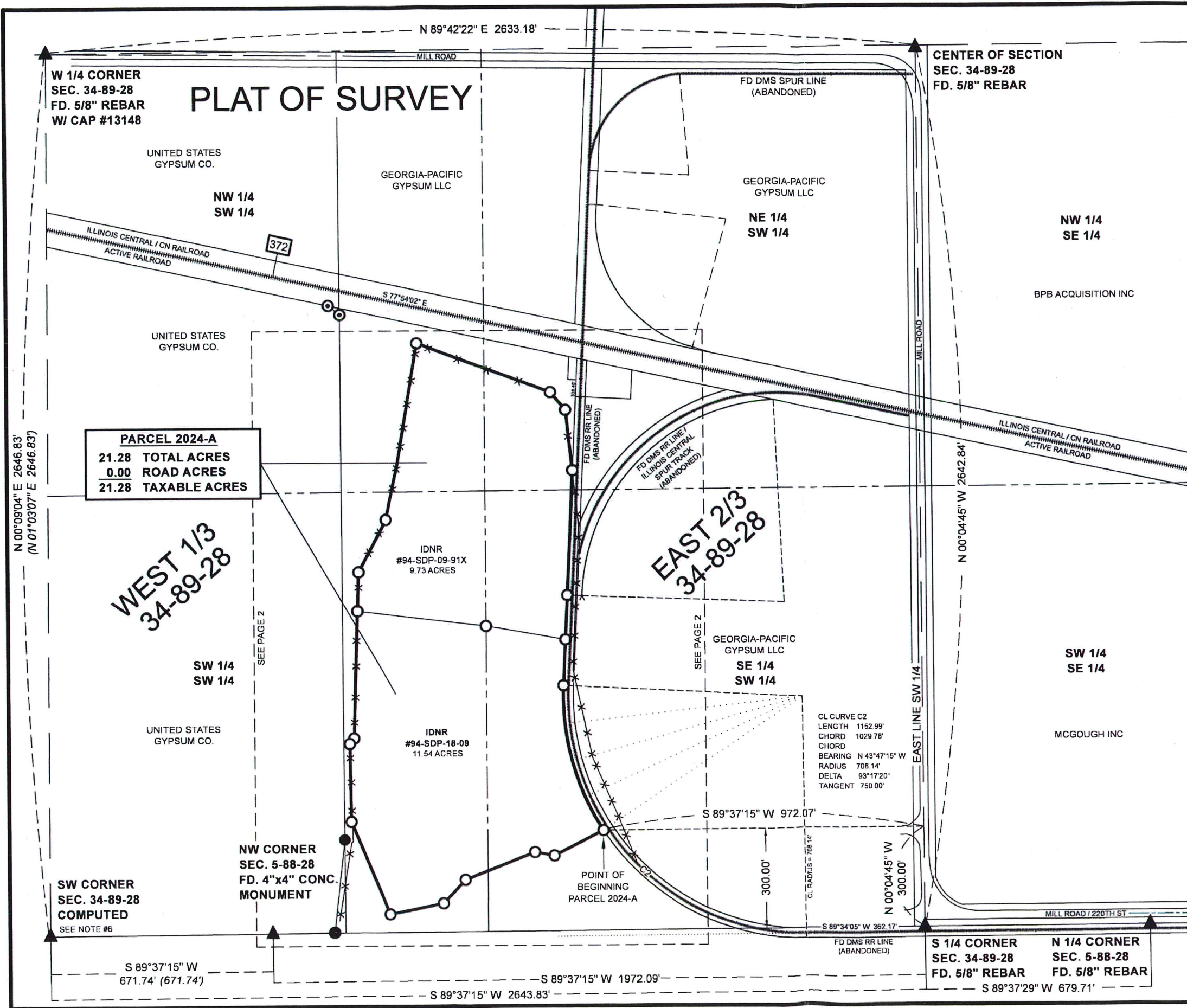
ATTACHMENT "A" - SITE VICINITY MAP

PROJECT NO:	9510
DESIGNER:	D.A.M.
CHECKER:	E.F.R.
DATE:	05/25
SHEET:	1


GEORGIA-PACIFIC GYPSUM - FORT DODGE, IOWA

EVERGREEN ENGINEERS
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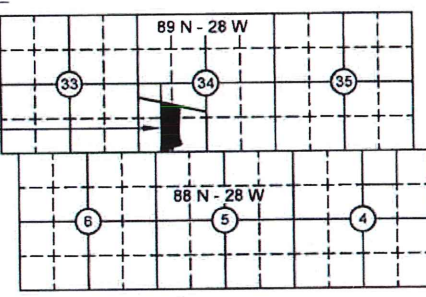
Instrument #: 2024-01849
05/10/2024 12:11:19 PM Total Pages: 3
P PLATS
Recording Fee: \$ 17.00
Lindsay S. Lauferweiler, Recorder, Webster County IA




SPACE RESERVED FOR RECORDING INFORMATION

INDEX LEGEND	MER ENGINEERING INC. 109 REGENCY WEST COURT FORT DODGE, IOWA 50501 RETURN TO: 515-955-3635 - OFFICE JON MYERS - SURVEYOR 515-955-3788 - FAX
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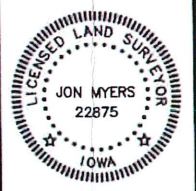
SECTION: 34
TOWNSHIP: 89 N
RANGE: 28 W
COUNTY: WEBSTER
LOCATION:
SURVEY FOR PARCEL #2024-A
IN THE EAST 2/3 OF THE
SW 1/4 OF 34-89-28
WEBSTER COUNTY, IOWA



REQUESTED BY: GEORGIA-PACIFIC GYPSUM LLC
PROPRIETOR: GEORGIA-PACIFIC GYPSUM LLC

LEGEND	
SECTION CORNER FOUND	
PROPERTY CORNERS SET	
5/8"x24" REBAR W/ YLLW CAP #22875	
MAGNAIL	
PROPERTY CORNERS FOUND	
5/8" REBAR W/ NO CAP	
1" PIPE	
2" PIPE	
LATH SET	
RECORD DIMENSIONS	(100.00')
MEASURED DIMENSIONS	100.00'
FENCE IN PLACE	-X-

SCALE 1" = 300'
MER # 13020



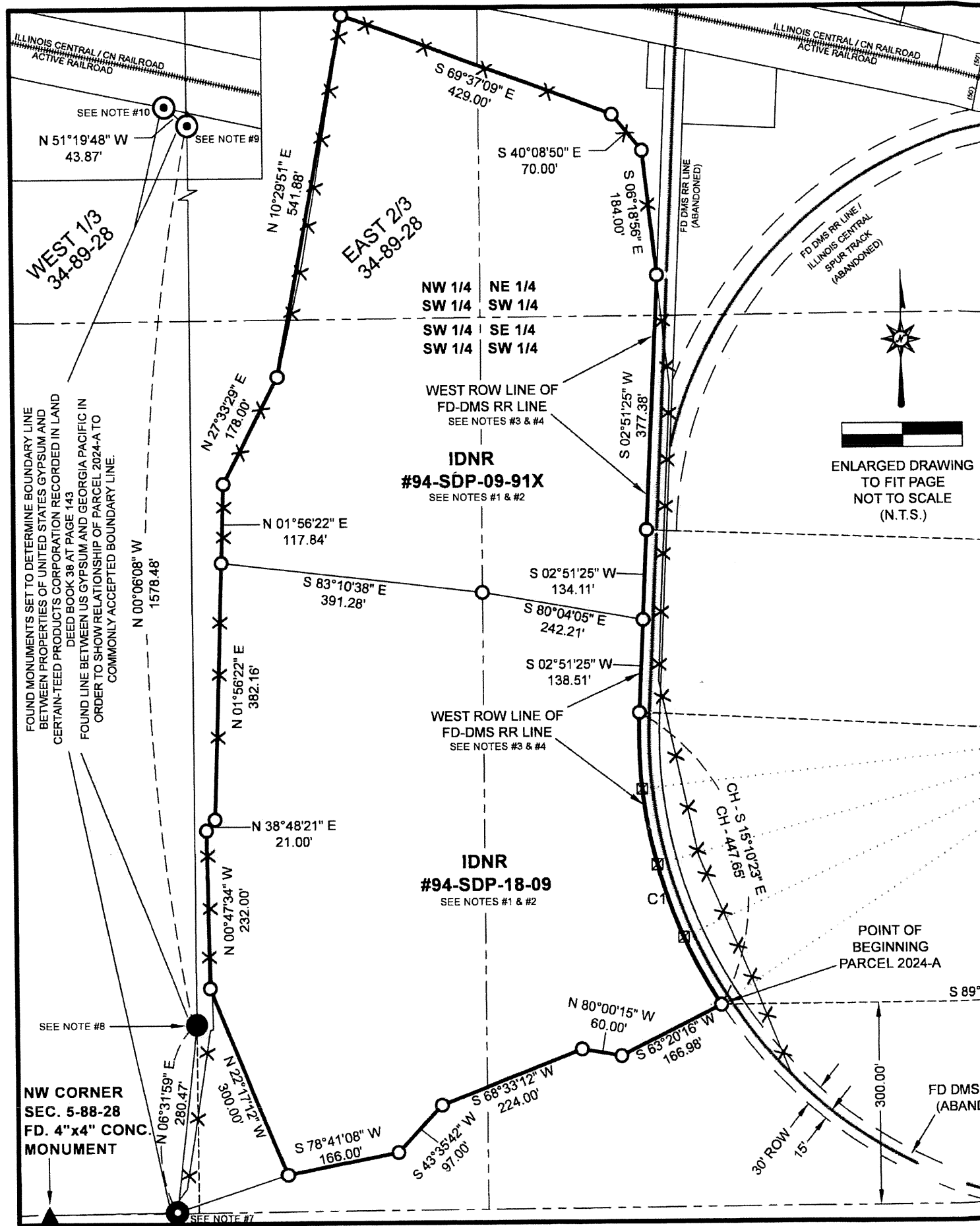
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JON MYERS
22875
April 17, 2024 (DATE)

DATE OF FIELD WORK
DECEMBER 2023 -
APRIL 2024

LICENSE NUMBER 22875
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES COVERED BY THIS SEAL 3

MER #13020
PAGE 1 OF 3



NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO CREATE A PARCEL THAT BEST ENCAPSULATES THE PORTION OF GEORGIA PACIFIC PROPERTY THAT WAS DEDICATED TO LANDFILL ACTIVITIES OF THE PAST 40 YEARS AND TO UPDATE THE LEGAL DESCRIPTION FOR THE SITE CLOSURE FILED WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES.

2. THE AREA FOR IDNR #94-SDP-09-91X AND IDNR #94-SDP-18-09 ARE WHOLLY CONTAINED WITHIN THE NEW PARCEL 2024-A CREATED WITH THIS PLAT OF SURVEY. THE BOUNDARY LINE BETWEEN THE TWO DESIGNATIONS IS THIS SURVEYOR'S BEST ATTEMPT TO DETERMINE THE LINE BASED ON INTERNAL MER ENGINEERING LANDFILL MAPS AND SURVEYS DONE WITHIN THE PAST 30 YEARS.

3. ACCORDING TO THE RAIL TRANSPORTATION BUREAU OF THE IOWA DEPARTMENT OF TRANSPORTATION - THIS STRETCH OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD BETWEEN THE MAINLINE OF THE CANADIAN NATIONAL RAILROAD AND 220TH STREET HAS BEEN ABANDONED SINCE 1982.

4. RE-CREATED THE CENTERLINE OF THE FORT DODGE DES MOINES AND SOUTHERN RAILROAD LINE BETWEEN THE MAIN LINE OF THE CANADIAN NATIONAL LINE AND THE GEORGIA PACIFIC PLANT BY USING MAPS AND INFORMATION FROM THE ARCHIVES OF GEORGIA PACIFIC LOCAL PLANT. WAS ALSO ABLE TO FIND AND MEASURE TO THE EXISTING RAISED RAILROAD BED AND REMAINING RAILROAD TIES STILL IN PLACE ALONG PORTIONS OF THE LINE. I ESTABLISHED THE RIGHT OF WAY LINE BY OFFSETTING THE CENTERLINE 15' ON EACH SIDE TO CREATE A 30' CORRIDOR WHICH IS CONSISTENT WITH WHAT WAS SHOWN ON SAID MAPS AND OTHER LEGAL DOCUMENTS PROVIDED BY GEORGIA PACIFIC.

5. DURING THE INITIAL FIELD SEARCH FOR SURVEY MONUMENTS, USING THE AGREEMENT PLAT OF SURVEY FOUND IN DEED BOOK 38 AT PAGE 143 IN THE WEBSTER COUNTY RECORDER'S OFFICE, I WAS ABLE TO FIND A NUMBER OF THE ORIGINAL MONUMENTS SET AT THAT TIME MARKING THE AGREED BOUNDARY LINE BETWEEN UNITED STATES GYPSUM COMPANY AND CERTAIN-TEED PRODUCTS CORPORATION CIRCA 1928.

6. THE SOUTHWEST CORNER OF 34-89-28 FALLS IN THE LANDS OWNED AND OPERATED BY UNITED STATES GYPSUM COMPANY. I CONTACTED LOCAL US GYPSUM PLANT ABOUT ACCESS TO THIS SECTION CORNER FOR THIS SURVEY, BUT WAS NOT ALLOWED ACCESS TO MEASURE IN SECTION CORNER. FOR THE PURPOSE OF THIS SURVEY, I COMPUTED THE SECTION CORNER POSITION BASED ON A PREVIOUS PLAT OF SURVEY DONE BY MURRAY BERTING FROM SHIVE-HATTERY RECORDED IN THE WEBSTER COUNTY RECORDER'S OFFICE AS INSTRUMENT #2010-00359.

7. MONUMENT = FOUND 2" IRON PIPE, APPROXIMATELY 15" DEEP. FOUND IRON PIPE MEASURES 1.43' NORTH OF A LINE FROM COMPUTED SW CORNER OF 34-89-28 TO FOUND S 1/4 CORNER 1/2" REBAR.

8. MONUMENT = FOUND 5/8" REBAR, 1" DEEP. RECORDS FROM GEORGIA PACIFIC ARCHIVES CALLS FOR AN IRON PIPE SET AT THIS LOCATION. SEARCHED AREA, BUT WAS UNABLE TO FIND IRON PIPE MONUMENT.

9. MONUMENT = FOUND 2 MONUMENTS AT THIS POSITION: #1 - BENT 1" IRON PIPE, APPROXIMATELY 4" DEEP. #2 - 5/8" REBAR WITH WHITE CAP FLUSH WITH GROUND - FOUND 0.68' SOUTH OF BENT IRON PIPE. ACCEPTED THE BENT IRON PIPE BECAUSE IT IS THE ORIGINAL MONUMENT SET.

10. MONUMENT = FOUND 1" IRON PIPE, APPROXIMATELY 4" DEEP. FOUND IRON PIPE MEASURES 49.50' FROM EXISTING CENTERLINE OF THE MAINLINE CANADIAN NATIONAL TRACKS.

	LENGTH	CHORD	CHORD BEARING	RADIUS	DELTA	TANGENT
C1	455.12'	447.65'	S 15°10'23" E	723.14'	36°03'37"	235.38'

DESCRIPTION: PARCEL 2024-A

A PARCEL OF LAND BEING A PORTION OF THE EAST TWO-THIRDS (2/3) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., WEBSTER COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCE CONTAINS 21.28 ACRES AND IS SUBJECT TO EASEMENTS OF RECORD. NOTE: FOR THE PURPOSE OF THIS SURVEY THE EAST LINE OF THE SOUTHWEST QUARTER OF 34-89-28 IS ASSUMED TO BEAR NORTH 00°04'45" WEST.

AREA BREAKDOWN

PARCEL 2024-A	TOTAL	ROAD	TAXABLE
NW 1/4 SW 1/4	2.33	0.00	2.33
NE 1/4 SW 1/4	1.87	0.00	1.87
SE 1/4 SW 1/4	6.49	0.00	6.49
SW 1/4 SW 1/4	10.59	0.00	10.59
TOTALS	21.28	0.00	21.28

RECEIVED

OCT 10 2025

BRIAN - I HAVE NOTED
AREAS WHERE FORMATTING
ISSUES WERE EXPERIENCED,
DAVE MINIKIS

IOWA SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT

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

{INSERT name(s) of fee title owners of affected property} _____, hereafter "grantor(s)", {INSERT name(s) of all holder(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.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at {INSERT address} _____. The affected property is legally described as: {INSERT the legal description of the affected property} _____.

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 industrial solid wastes to be disposed on the affected property under solid waste disposal project permit {INSERT permit number} _____ issued to {INSERT permit holder} _____.

SEE
SUBMITTED
FORM

Permit, investigations, and reports are available for review in the DNR Solid Waste files under permit {INSERT permit number} _____.

Presence of buried industrial 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.

{INSERT the following alternative paragraph if the contamination source is not the property.} In response to a release of {INSERT contaminant} on an adjacent property (the source site) located at {INSERT address of source site}, {INSERT name of the party requesting that grantor enter into this covenant} has requested that the grantor execute this environmental covenant in order to satisfy the regulatory requirements applicable to the source site under 567 Iowa Administrative Code 115. This environmental covenant is an institutional control which will allow the source site to obtain the {No Further Action Classification or low-risk classification} for the entire site or for certain exposure pathways.

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, Iowa Code chapter 455I, and applicable DNR administrative rules.

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

GRANTOR(S): {INSERT name of each fee title holder} _____

HOLDER(S): _____

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

5. **Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:
- The grantor(s) is/are the sole fee title owner(s) of the property;
 - 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;
 - 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 {INSERT Exhibit Name} .
- {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.}
6. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in Iowa Code section 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:
- 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.
 - No deposited industrial waste shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
 - 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.
 - Construction of residences within the boundaries of the property must be approved by DNR.
 - 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, INSERT and describe specific restrictions and applicable to the property. These may be imposed by DNR or developed in negotiations between DNR and the grantor.}

- f. {INSERT restrictions and use limitations and terms due to continued management of explosive gas}.

Examples of restrictions due to the presence of explosive gas, use limitations and terms are 1) placement of enclosed structures on the property that may expose humans to explosive gas levels without vapor intrusion control, 2) devices or practices that may provide a source of ignition (such as electrical devices or controlled vegetation burns), and 3) continued operation of explosive gas management control.

- g. {INSERT restrictions and use limitations and terms due to continued management of leachate}.

For example: 1) the owner may be required to continue collection, management and disposal of leachate, and 2) the owner is required to control any leachate seeps.

- h. {INSERT restrictions and use limitations and terms to site access}.

Certain areas of site may require and maintain additional security such as fencing around leachate lagoons or gas flaring equipment.

i. {INSERT restriction and use limitations and terms to land use}.

Examples are: prohibitions to large animal grazing, row-crop agriculture, and development and placement of structures. The cap must be maintained in its original condition.

j. {INSERT requirements and use limitations and terms for any continued groundwater monitoring, site inspections, documentation, and conditions that necessitate DNR notification}.

{INSERT any discretionary provisions applicable to designated signatories, future fee title owners, contract buyers, lessees and other designated transferees of interests in the property. This may include provisions to establish affirmative obligations to notify the DNR regarding changes in use, building permits, etc.}

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:
- repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures,
 - fencing and other technological controls,
 - groundwater sampling and monitoring,
 - additional drilling,
 - construction of soil boring and/or groundwater monitoring wells, and,
 - other activities authorized or otherwise directed by DNR.

Access is also granted to {INSERT name specific persons who are granted access rights and the rationale for allowing access}.

11. **Groundwater Hazard Statement Notice.** Iowa Code section 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in Iowa Code section 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 Iowa Code section 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 {County} COUNTY RECORDER ON {date} IN {document, book and page, or parcel number}.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

SAME AS #7 - WOULDN'T ALLOW INPUT

12. **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 Iowa Code section 455I.10(1)"c" in accordance with and subject to the provisions of Iowa Code section 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 Iowa Code section 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 Iowa Code section 455I.11.
{DISCRETIONARY PARAGRAPH - Additionally, the signatories to this covenant authorize the following person(s) the right to enforce the terms of this covenant as provided in Iowa Code section 455I.11(1)"c": {INSERT name of any additional parties with enforcement power.}}
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 _____ {INSERT name} _____
County Recorder's Office. After recordation, the grantee shall forward a recorded copy of this document to DNR for record keeping.
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 _____ {INSERT name} _____
the _____ 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 and Contaminated Sites Section Supervisor
6200 Park Ave Ste 200
Des Moines IA 50321
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:
- {INSERT: Identify persons and entities that are consenting and subordinating their interests such as mortgagees and other consensual lienholders, lessees, etc. Identify the nature of the subordinated interest. If no subordinated interest, enter "None."}
20. {[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 which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

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 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

GRANTOR(S)

Grantor 1 Signed this _____ day of _____, 20 _____

State of _____
County of _____ §

On this _____ day of _____, 20 _____, before me personally appeared

this
person executed the same as his/her/their voluntary act and deed.

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

this
person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

HOLDERS:

Holder 1 Signed this _____ day of _____, 20 _____

State of _____
County of _____ §

On this _____ day of _____, 20 _____, before me personally appeared

this
person executed the same as his/her/their voluntary act and deed.

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

this
person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

Exhibit A

Map - Provide map that exhibits the affected property and any restricted sub-areas as needed.