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VAN BUREN COUNTY IOWA

## Iowa Solid Waste Program Environmental Covenant

**Prepared by:** Ryne J.R. Thornburg, PE  
Van Buren County Engineer  
PO Box 494  
Keosauqua, IA 52565  
(319) 293-3663

**Grantors:** Van Buren County, Iowa

**Grantee:** Iowa Department of Natural Resources

**Return to:** Ryne J.R. Thornburg, PE  
Van Buren County Engineer  
PO Box 494  
Keosauqua, IA 52565  
(319) 293-3663

**IOWA SOLID WASTE PROGRAM  
ENVIRONMENTAL COVENANT**

This Environmental Covenant is established pursuant to Iowa Code Chapter 455I entitled Uniform Environmental Covenants Act.

The Van Buren County Solid Waste Management Commission, 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 Chapter 455I and Section 455B.103(7).

1. **Affected Property**. The grantor is the fee title owner of the property located at the southwest corner of Emerald Avenue and 120<sup>th</sup> Street near Douds, Iowa. The affected property is outlined in Figure 1, and is legally described as:

*Commencing on the East line of the Northwest Quarter of Section 14, Township 70, Range 11, 60 rods North of the Southeast corner of said Northwest Quarter; thence North 100 rods; thence West 65 rods; thence South 100 rods; thence East 65 rods; to the place of beginning, excepting the following tract: Commencing on the East line of the Northwest Quarter of Section 14, Township 70, Range 11, 60 rods North of the Southeast corner of said Northwest Quarter; thence North 24 3/4 rods; thence West 65 rods; thence South 24 3/4 rods; thence East 65 rods to the place of beginning, the exception containing 10 acres more or less, and containing in all 30 acres, more or less, Van Buren County, Iowa.*

A copy of the recorded deed is included as Exhibit A. 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 wastes to be disposed on the affected property under solid waste disposal project Permit No. 89-SDP-01-75C issued to the Van Buren County Solid Waste Management Commission. Permit, investigations, and reports are available for review in the DNR Solid Waste files under Permit No. 89-SDP-01-75C.

Presence of buried municipal 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 of the DNR, pursuant to the authority under Iowa Code Section 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, Iowa Code Chapter 455I, and applicable DNR administrative rules.

4. **Identity of Grantor and Holders.**

**GRANTOR:** Van Buren County Solid Waste Management Commission

**HOLDER:** 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(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 B.

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:

- 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 Figure 1 and included in 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.

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

- e. Restrictions and use limitations and terms due to continued management of explosive gas:
  - 1. There shall be no placement or construction of enclosed structures on the landfill final cover.
  - 2. There shall be no controlled vegetation burns on the property.
- f. Restrictions and use limitations and terms due to continued management of leachate:
  - 1. Leachate seeps, when observed, must be repaired to prevent leachate from leaving the property.
- g. Restrictions and use limitations and terms to site access:
  - 1. Site access restrictions in place at the time of enactment of this environmental covenant shall be maintained in perpetuity.
- h. Restriction and use limitations and terms to land use:
  - 1. The integrity of final cover over the landfill shall be maintained in perpetuity.
- i. Requirements and use limitations and terms for any continued groundwater monitoring, site inspections, documentation, and conditions that necessitate DNR notification.
  - 1. Biennially, 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 the inspection shall be sent to the Solid Waste Section of the DNR within 30 days of completion of each inspection.

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.** 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 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 VAN BUREN COUNTY RECORDER ON \_\_\_\_\_ (Date) IN \_\_\_\_\_ (document, book and page, or parcel number.)

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 Figure 1 and included in 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.

In addition to general restrictions above, the following additional restrictions are imposed.

- e. Restrictions and use limitations and terms due to continued management of explosive gas:
  - 1. There shall be no placement or construction of enclosed structures on the landfill final cover.
  - 2. There shall be no controlled vegetation burns on the property.
- f. Restrictions and use limitations and terms due to continued management of leachate:
  - 1. Leachate seeps, when observed, must be repaired to prevent leachate from leaving the property.
- g. Restrictions and use limitations and terms to site access:
  - 1. Site access restrictions in place at the time of enactment of this environmental covenant shall be maintained in perpetuity.
- h. Restriction and use limitations and terms to land use:
  - 1. The integrity of final cover over the landfill shall be maintained in perpetuity.
- i. Requirements and use limitations and terms for any continued groundwater monitoring, site inspections, documentation, and conditions that necessitate DNR notification.
  - 1. Biennially, 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 the inspection shall be sent to the Solid Waste Section of the DNR within 30 days of completion of each inspection.

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 shall record the environmental covenant in the same manner as a deed to the property with the Van Buren 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 Van Buren 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:

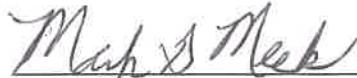
Iowa Department of Natural Resources  
Solid Waste Section Supervisor  
Wallace State Office Building  
502 East Ninth Street  
Des Moines, Iowa 50319

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:



Signed this 27<sup>th</sup> day of October, 2025.

Mark Meek, Chairman, Van Buren County Solid Waste Management Commission

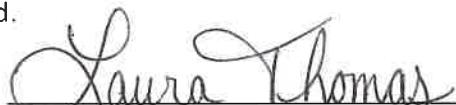
STATE OF IOWA

§

COUNTY OF VAN BUREN

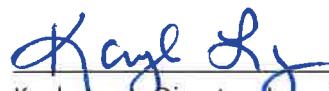


On this 27<sup>th</sup> day of October, 2025, before me personally appeared Ray Snyder, known to me to be the person who executed the foregoing instrument and acknowledged that this person executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

##### AGENCY:



Signed this 4<sup>th</sup> day of Dec, 2025.

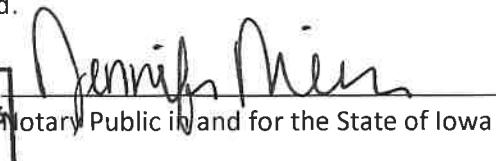
Kayla Lyon, Director, Iowa Department of Natural Resources

STATE OF IOWA

§

COUNTY OF Polk

On this 4<sup>th</sup> day of December, 2025, before me personally appeared Kayla Lyon, known to me to be the person who executed the foregoing instrument and acknowledged that this person executed the same as her voluntary act and deed.



Notary Public in and for the State of Iowa

EXHIBIT A



**Legend**

- Approx Property Boundary and Area of Environmental Covenant
- - - Approximate Waste Boundary
- Creek/Stream
- Approx. Property Lines

**Van Buren County Landfill  
Environmental Covenant**

Van Buren

INST. NO. 200 Filed for record the 4th  
day of January, 1979 at 11:36 o'clock A.M.

*Shirley B. Seys*  
RECDER

Recording Fee 3 None

IOWA STATE BAR ASSOCIATION  
Official Form No. 1.1 (Revised 1976) Registered, State of Iowa, 1977

FOR THE LEGAL EFFECT OF THE USE  
OF THIS FORM, CONSULT YOUR LAWYER



## WARRANTY DEED

Know All Men by These Presents: That IRENE IVA DOHERTY, single

in consideration  
of the sum of One Dollar and other good and valuable consideration  
in hand paid do hereby Convey unto VAN BUREN COUNTY, IOWA,

Grantees' Address: \_\_\_\_\_  
the following described real estate, situated in Van Buren County, Iowa, to-wit:

Commencing on the East line of the Northwest Quarter of Section 14, Township 70, Range 11, 60 rods North of the Southeast corner of said Northwest Quarter; thence North 100 rods; thence West 65 rods; thence South 100 rods; thence East 65 rods; to the place of beginning, excepting the following tract: Commencing on the East line of the Northwest Quarter of Section 14, Township 70, Range 11, 60 rods North of the Southeast corner of said Northwest Quarter; thence North 24 3/4 rods; thence West 65 rods; thence South 24 3/4 rods; thence East 65 rods to the place of beginning, the exception containing 10 acres more or less, and containing in all 30 acres, more or less, Van Buren County, Iowa.



And the grantors do hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances Whatever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 4th day of January, 1979.

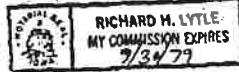
STATE OF IOWA,  
COUNTY OF VAN BUREN

*Irene Iva Doherty*  
Irene Iva Doherty

On this 4th day of January, 1979 before  
me, the undersigned, a Notary Public in and for said County and  
State, personally appeared Irene Iva Doherty,  
single--

(Grantors' address)

to me known to be the identical persons named in and who  
executed the foregoing instrument, and acknowledged that they  
executed the same as their voluntary act and deed.



Notary Public in and for said County and State

Van Buren County

109-289

200-120  
6.09

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100-260

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