



Document 340

Document 2026 340 Type 06 018 Pages 12
Date 2/17/2026 Time 11:00 AM
Rec Amt \$62.00

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT
Hamilton County Sanitary Landfill
Recorder's Cover Sheet

Preparer Information:

SCS Engineers
1690 All State Court, Suite 100
West Des Moines, Iowa 50265
Phone: 319-331-9613 (Nathan Ohrt)

Taxpayer Information:

Hamilton County Solid Waste Commission
2605 McMurray Avenue
Webster City, Iowa 50595

Return To:
Return Document To:
Mr. Terry Klaver
2605 McMurray Avenue
Webster City, Iowa 50595

Grantors:

Hamilton County Solid Waste Commission
Agency: Iowa Department of Natural Resources

Legal Description:

The affected property is located in the S 1/2 of the SE 1/4 of Section 22, Township 88 North, Range 25 West in Hamilton County, Iowa.

**IOWA SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT**

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

The Hamilton County Solid Waste Commission (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, 455B.103(7), and DNR rules in Chapter 567 of the Iowa Administrative Code.

1. **Affected Property.** The grantor is the fee title owner of the property located at 2589 McMurray Avenue in Webster City, Iowa. The property is defined as the S ½ of the SE ¼ of Section 22, Township 88 North, Range 25 West in Hamilton County, Iowa. The deed for the property owned by the Commission is included in Exhibit A. The portion of the property with use restrictions affected by this document is identified in the attached Figure 1 - Environmental Covenant Site Map. Hereinafter, the affected property will be referred to as “the Environmental Covenant area.”

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

In accordance with Iowa Code chapter 455B, DNR permitted municipal solid wastes to be disposed of on the Environmental Covenant area under solid waste disposal project permit No. 40-SDP-02-75 issued to the Commission.

Permit, investigations and reports are available for review in the DNR Solid Waste files under Permit No. 40-SDP-02-75 .

Presence of buried municipal solid wastes on the Environmental Covenant area may present a risk to public health and the environment if certain activities occur on the Environmental Covenant area. 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 Environmental Covenant area and to manage the risk of future exposure by limiting specified activities on the Environmental Covenant area 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.

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 Environmental Covenant area as provided under the terms of this covenant, Iowa Code chapter 455I, and applicable DNR administrative rules.

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

GRANTOR: Hamilton County Solid Waste Commission

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 Environmental Covenant area;
 - b. The grantor holds sufficient fee title to the Environmental Covenant area 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.
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 grantor and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the Environmental Covenant area 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 Environmental Covenant area 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 Environmental Covenant area 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 Environmental Covenant area shown on Figure 1 - Environmental Covenant Site Map must be approved by DNR.
 - b. No deposited municipal waste shall be excavated, disrupted, or removed from the Environmental Covenant area without first providing written notice to DNR.
 - c. Construction of drinking water wells within the boundaries of the Environmental Covenant area 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 Environmental Covenant area must be approved by DNR.
 - e. In the event of any conflict with the current permit the most stringent requirement shall be followed.

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

- f. 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 Environmental Covenant area final cover.

2. There shall be no controlled vegetation burns on the Environmental Covenant area.
 - g. Restrictions and use limitations and terms due to continued management of leachate:
 1. Leachate seeps, when observed, must be repaired by the grantor to prevent leachate from leaving the Environmental Covenant area.
 - h. Restrictions and use limitations and terms to site access:
 1. Access restrictions on the Environmental Covenant area in place at the time of enactment of this environmental covenant shall be maintained in perpetuity.
 - i. Restriction and use limitations and terms to land use:
 1. The integrity of the final cover over the Environmental Covenant area shall be maintained by the grantor in perpetuity.
 - j. Requirements and use limitations and terms for any continued groundwater monitoring, site inspections, documentation, and conditions that necessitate DNR notification.
 1. Biennially, the grantor shall cause the Environmental Covenant area to be inspected by a professional engineer licensed in the State of Iowa to verify that the Environmental Covenant area 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.
 - k. The property may not be divided in any manner which divides the Environmental Covenant area described in Figure 1, unless that area is surveyed prior to the division.
8. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the Environmental Covenant area 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.
 9. **Notice to Lessees.** Grantor, any holder with a property interest sufficient to grant a lease of the Environmental Covenant area, 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 Environmental Covenant area.
 10. **Access to Property.** Reasonable access to the Environmental Covenant area 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 Environmental Covenant area 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 Environmental Covenant area as defined in Iowa Code section 455B.411(3) or if the DNR determines that solid waste exists on the Environmental Covenant area 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 _____,
RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE HAMILTON 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 Environmental Covenant area shown on Figure 1 - Environmental Covenant Site Map must be approved by DNR.
- b. No deposited municipal waste shall be excavated, disrupted, or removed from the Environmental Covenant area without first providing written notice to DNR.
- c. Construction of drinking water wells within the boundaries of the Environmental Covenant area 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 Environmental Covenant area must be approved by DNR.
- e. In the event of any conflict with the current permit the most stringent requirement shall be followed.

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

- f. 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 Environmental Covenant area final cover.
 - 2. There shall be no controlled vegetation burns on the Environmental Covenant area.

- g. Restrictions and use limitations and terms due to continued management of leachate:
 - 1. Leachate seeps, when observed, must be repaired by the grantor to prevent leachate from leaving the Environmental Covenant area.
 - h. Restrictions and use limitations and terms to site access:
 - 1. Access restrictions on the Environmental Covenant area in place at the time of enactment of this environmental covenant shall be maintained in perpetuity.
 - i. Restriction and use limitations and terms to land use:
 - 1. The integrity of the final cover over the Environmental Covenant area shall be maintained by the grantor in perpetuity.
 - j. Requirements and use limitations and terms for any continued groundwater monitoring, site inspections, documentation, and conditions that necessitate DNR notification.
 - 1. Biennially, the grantor shall cause the Environmental Covenant area to be inspected by a professional engineer licensed in the State of Iowa to verify that the Environmental Covenant area 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.
 - k. The property may not be divided in any manner which divides the Environmental Covenant area described in Figure 1, unless that area is surveyed prior to the division.
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 Environmental Covenant area with the Hamilton County Recorder's Office. After recordation, the grantor 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 Hamilton 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 Avenue, Suite 200
Des Moines, Iowa 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 Environmental Covenant area to the environmental covenant. 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 Environmental Covenant area 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 Environmental Covenant area.

ACKNOWLEDGMENTS

GRANTOR:

Mickey Walker, Signed this 11th day of February, 2026.
Mickey Walker, Hamilton County Solid Waste Commission

STATE OF IOWA)
County of Hamilton)SS.

HAMILTON COUNTY SOLID WASTE COMMISSION)

On this 11th day of February, 2026, before me personally appeared Mickey Walker, known to me to be the person who executed the foregoing instrument and acknowledged that this person executed the same as their voluntary act and deed.



Cherie Ferguson
Notary Public in and for the State of Iowa

AGENCY:

Kayla Lyon, Signed this 20th day of Jan, 2026.
Kayla Lyon
Director, Iowa Department of Natural Resources

STATE OF IOWA)
County of Polk)SS.

~~HAMILTON COUNTY SOLID WASTE COMMISSION)~~

On this 20th day of January, 2026, before me personally appeared Kayla Lyon, 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 their voluntary act and deed.



Jennifer Miller
Notary Public in and for the State of Iowa

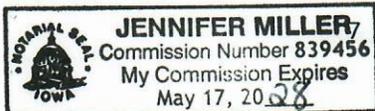


Exhibit A

Warranty deed for the property containing the Environmental Covenant area.



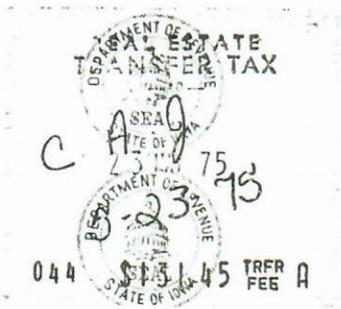
WARRANTY DEED

Know All Men by These Presents: That Cecil A. Johnson and Harriet Johnson, individually and as husband and wife

in consideration* of the sum of one dollar and other valuable consideration in hand paid do hereby Convey unto Hamilton County Solid Waste Commission

Grantees' Address: Webster City, Iowa
the following described real estate, situated in Hamilton County, Iowa, to-wit:

The South one-half of the Southeast one-quarter of Section 22, Township 88 North, Range 25 West of the 5th P.M.



INST. NO. 750937
HAMILTON COUNTY, IOWA
FILED FOR RECORD
AT 55 MAY 23 1975 PM
Shirley M. Wampler Recorder
DEPUTY
RECORDING FEE \$ 2.50

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 Whatsoever 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 1st day of March, 19 75.

* Real Estate Transfer Tax: See (The Code, 1973, Chapter 428A)

STATE OF IOWA Nebraska }
COUNTY OF Douglas } ss.

Cecil A. Johnson
Harriet Johnson

On this 31st day of March, 19 75 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nebraska

Cecil A. Johnson and Harriet Johnson, husband and wife

8717 Capitol Avenue
Omaha, Nebraska

(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.

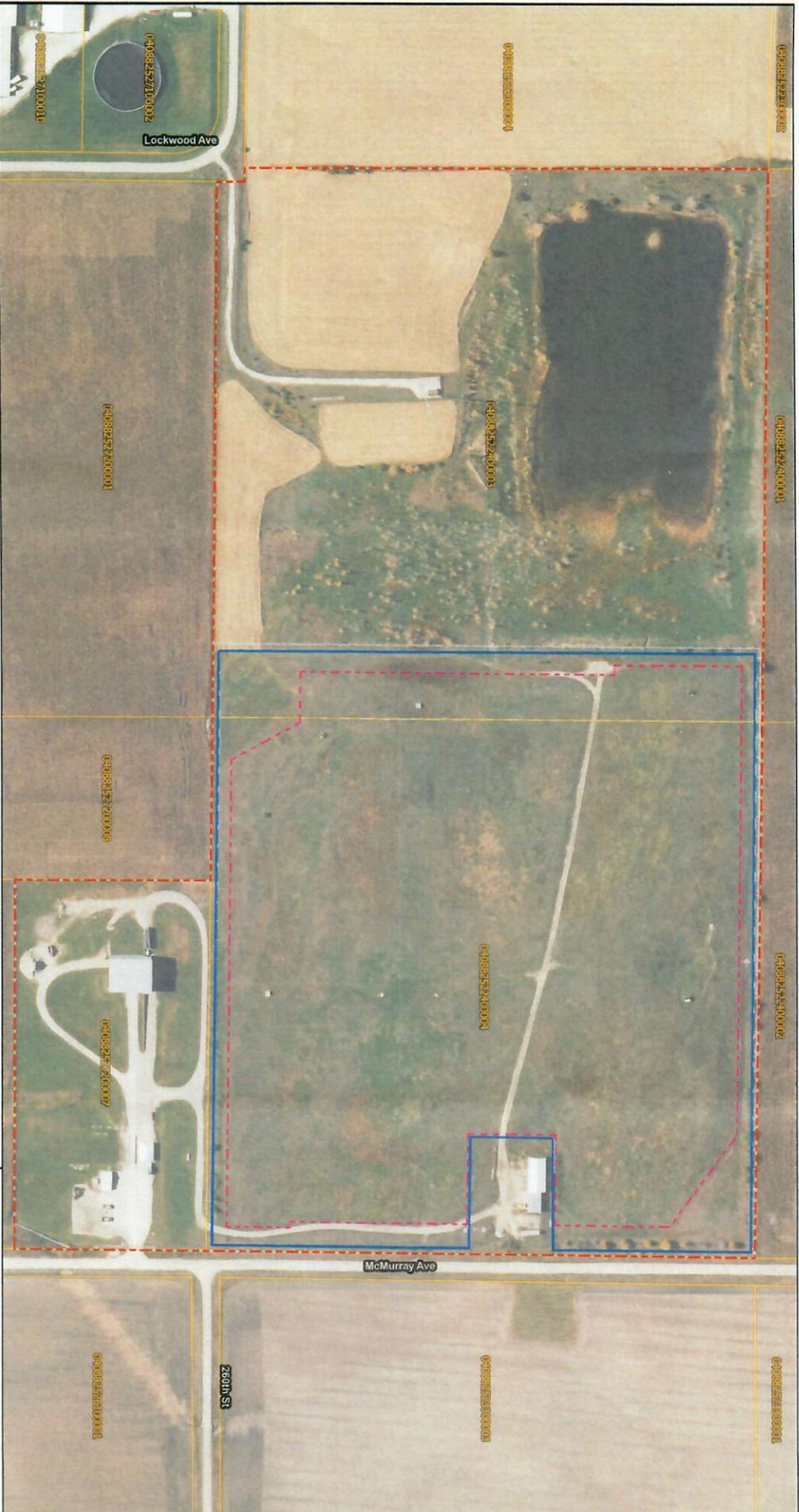
GENERAL NOTARY
My Commission Expires April 28, 1976

BOOK 93 PAGE 141

Please type or print names under signatures as per Sec. 935.2 Code of Iowa

Figure 1 – Environmental Covenant Site Map

Site map showing the area of the Environmental Covenant area subject to the terms and conditions of this environmental covenant.



Environmental Covenant Site Map

Legend	
	Approximate Area of Environmental Covenant (~40.97 Acres)
	Parcels
	Approximate Waste Boundary
	Approximate Location of Fence Line
	Approximate Property Boundary
Hamilton County Sanitary Landfill Kamrar, IA Project No: 27224356.00 Drawing Date: September 2025	

