
IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT

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

The Audubon 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 (IC) chapter 455I, § 455B.103(7), and DNR rules in 567 Iowa Administrative Code (IAC).

1. **Affected Property.** The grantor is the fee title owner of the property located in Audubon County, Iowa. The property owned by the grantor that will be covered by this document consists of the following Audubon County Assessor’s parcels: Parcel ID 05-05-33-310-600, Parcel ID 05-05-33-420-901, Parcel ID 05-05-33-420-903, and Parcel ID 05-05-33-130-902. The property is located in Section 33, Township 80N, Range 35W, Audubon County, Iowa.

The Property Interest Form (DNR Form 542-0587) for Parcel ID 05-05-33-310-600, Parcel ID 05-05-33-420-901, Parcel ID 05-05-33-420-903, and Parcel ID 05-05-33-130-902 as well as documentation from the Audubon County Assessor’s Office showing the affected parcels is included in Exhibit A and incorporated by reference. Hereinafter, the affected property will be referred to as “the property.”

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

In accordance with Chapter 455B of the Iowa Code, DNR permitted municipal solid wastes to be disposed on the affected property under solid waste disposal project permit 05-SDP-01-75C issued to the Audubon County Solid Waste Management Commission.

Permit, investigations and reports are available for review in the DNR Solid Waste files under permit 05-SDP-01-75C.

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 IC § 455B.103(7), has determined that an environmental covenant is necessary 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.

3. **Reopening.** The signatories acknowledge that in the event that activity and use limitations provided in this environmental covenant fail to serve their intended purpose - including prevention of exposure to contamination - DNR may reopen its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, IC chapter 455I, and applicable DNR administrative rules.

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

GRANTOR: Audubon County Solid Waste Management 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 property. The Property Interest Form (DNR Form 542-0587) for Parcel ID 05-05-33-310-600, Parcel ID 05-05-33-420-901, Parcel ID 05-05-33-420-903, and Parcel ID 05-05-33-130-902 is included in Exhibit A;
 - b. The grantor holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
 - c. The grantor has identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement attached as: NONE.
6. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.
7. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:
- a. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures, including landfill caps and landfill gas venting systems, all construction activities taking place on the property must be approved by DNR.
 - b. No deposited waste shall be excavated, disrupted, or removed from the

property without first providing written notice to DNR.

- c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. "Drinking water wells" are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
- d. Construction of residences within the boundaries of the property must be approved by DNR.
- e. The property may not be divided in any manner which divides the Parcels included in Exhibit A, unless that area is surveyed prior to the division.
- f. In the event of any conflict with the current permit the most stringent requirement shall be followed.

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

- g. Restrictions and use limitations and terms due to continued management of landfill gas:
 - 1) There shall be no placement of or construction of enclosed structures on the landfill cap.
 - 2) There shall be no controlled vegetation burns on the property.
- h. Restrictions and use limitations and terms due to continued management of leachate:
 - 1) The leachate collection system will continue to be operated and maintained. The leachate collected from the leachate system shall be disposed of at a treatment works with an NPDES Permit.
 - 2) Leachate seeps, when observed, must be repaired by the grantor to prevent leachate from leaving the boundaries of the property.
- i. Restrictions and use limitations and terms related to site access:
 - 1) Access restrictions to the property in place at the time of enactment of the environmental covenant shall be maintained in perpetuity.
- j. Restrictions and use limitations and terms related to land use:
 - 1) The integrity of the landfill cap shall be maintained by the grantor in perpetuity.
- k. 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 site to be inspected by a professional engineer licensed in the State of Iowa to verify that the 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.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the DNR determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with DNR rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form - filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL
COVENANT, DATED _____, RECORDED IN THE DEED OR
OFFICIAL RECORDS OF THE AUDUBON COUNTY RECORDER ON____
_____IN ____.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING

ACTIVITY AND USE LIMITATIONS:

- a. Except for excavations less than 2 feet deep or emergency and non-emergency repairs of existing structures, including landfill caps and landfill gas venting systems, all construction activities taking place on the property must be approved by DNR.
- b. No deposited municipal solid waste shall be excavated, disrupted, or removed from the property without first providing written notice to DNR.
- c. Construction of drinking water wells within the boundaries of the property shall require approval by DNR. "Drinking water wells" are defined as any groundwater wells used as a source of drinking water by humans and groundwater wells used primarily for production of food or medicine for human consumption in facilities characterized with standard industrial codes group 283 for drugs and 20 for foods.
- d. Construction of residences within the boundaries of the property must be approved by DNR.
- e. The property may not be divided in any manner which divides the Parcels included in Exhibit A, unless that area is surveyed prior to the division.
- f. In the event of any conflict with the current permit the most stringent requirement shall be followed.

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

- g. Restrictions and use limitations and terms due to continued management of explosive gas:
 - 1) There shall be no placement of or construction of enclosed structures on the landfill cap.
 - 2) There shall be no controlled vegetation burns on the property.
- h. Restrictions and use limitations and terms due to continued management of leachate:
 - 1) The leachate collection system will continue to be operated and maintained. The leachate collected from the leachate system shall be disposed of at a treatment works with an NPDES Permit.
 - 2) Leachate seeps, when observed, must be repaired by the grantor to prevent leachate from leaving the boundaries of the property.
- i. Restrictions and use limitations and terms related to site access:
 - 1) Access restrictions to the property in place at the time of enactment of the environmental covenant shall be maintained in perpetuity.
- j. Restrictions and use limitations and terms related to land use:

- 1) The integrity of the landfill cap shall be maintained by the grantor in perpetuity.
- k. 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 site to be inspected by a professional engineer licensed in the State of Iowa to verify that the 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 IC chapter 455I and applicable DNR administrative rules. Terms of this environmental covenant may be modified or terminated by written consent of the Director of the DNR, the then-current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.
13. **Enforcement.** Terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.
14. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.
16. **Recordation.** Within thirty (30) days after DNR approval of this environmental covenant, the grantor shall record the environmental covenant in the same manner as a deed to the property with the Audubon 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 Audubon 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, 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 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 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.

GRANTOR

AUDUBON COUNTY SOLID WASTE MANAGEMENT COMMISSION

By: _____

ATTEST:

STATE OF)
)ss
COUNTY OF)

Subscribed and sworn to before me by and to
me as the and , respectively, of Audubon County, Iowa, on this
_____ day of _____,
2026.

NOTARY PUBLIC IN AND FOR
THE STATE OF

AGENCY

IOWA DEPARTMENT OF NATURAL RESOURCES

Kayla Lyon, Director

STATE OF IOWA)
)ss
COUNTY OF _____)

Subscribed and sworn to before me by _____ as
_____ of the Iowa Department of Natural Resources on this _____
day of _____, 2026.

NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

EXHIBIT A

PROPERTY INTEREST FORM



To: Iowa Department of Natural Resources (DNR)
6200 Park Avenue, Suite 200
Des Moines, IA 50321

Re: Environmental Covenant Supporting Documentation
Audubon County, IA Parcel 05-05-33-310-600, Parcel 05-05-33-420-901, Parcel 05-
Subject Property Location: 05-33-420-903, Parcel 05-05-33-130-902
Audubon County, IA Parcel 05-05-33-310-600, Parcel 05-05-33-420-901, Parcel 05-05-
Source Site Location: 33-420-903, Parcel 05-05-33-130-902

Audubon County Solid Waste
This letter is to certify that Management Commission 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:
Audubon County Solid Waste Management Commission
1881 215th Street
Audubon, IA 50025

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:

None

2. Current contract sellers of the property:

None

LEASEHOLDERS

1. all current leaseholders, whether recorded or not:

None

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:

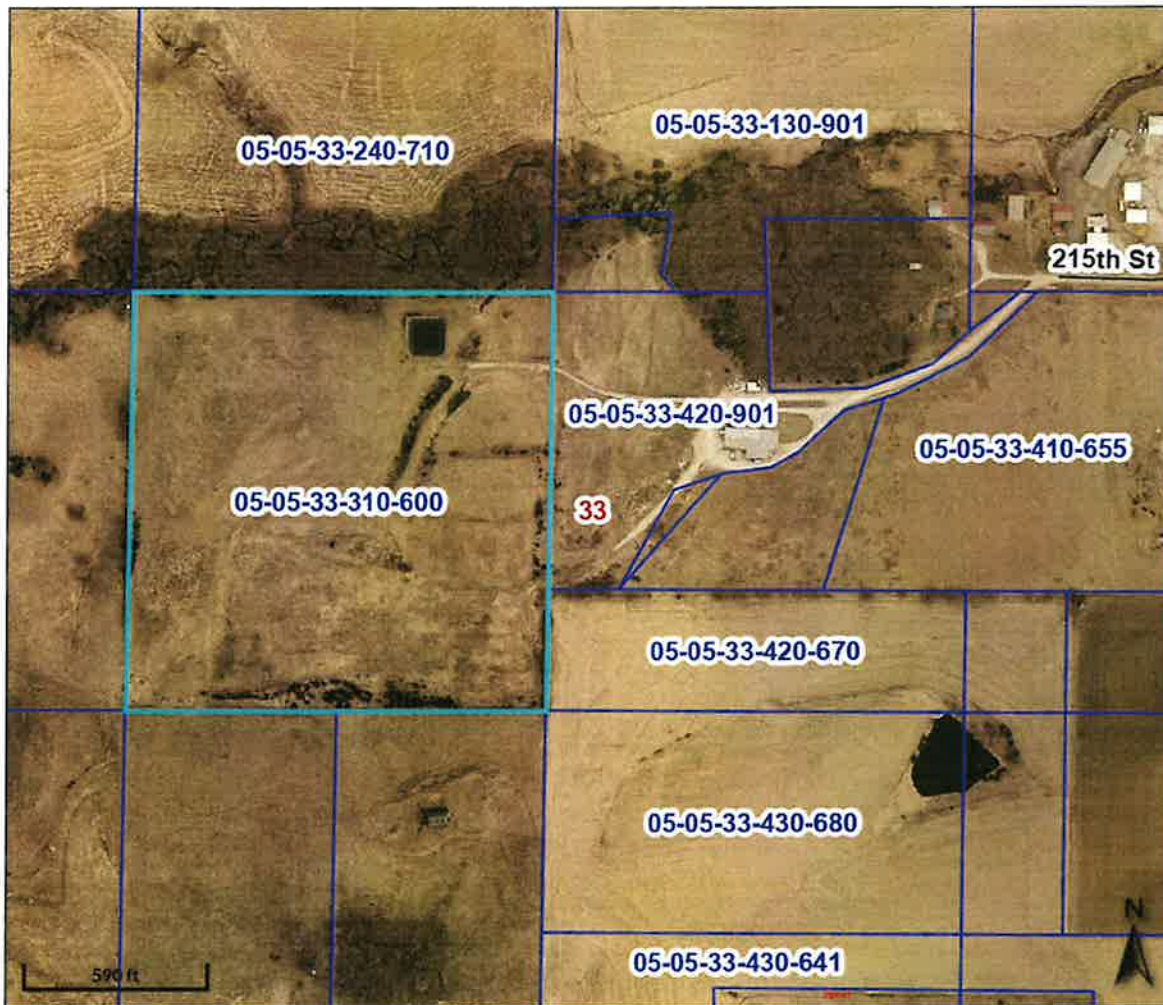
None

OTHER INTERESTS (responsible party)

None

Prepared By:

Penny Schmidt, Chrisperson



Overview



Legend

- Political Townships
- Sections
- Corporate Limits (zoomed in)
- Roads
- Exemptions**
 - Forest Reserve
 - Impoundment
 - Slough Bill
 - <all other values>
- Parcels**
 - BLL
 - Condos
 - Wind Turbine
 - Parcel

Parcel ID	05-05-33-310-600	Alternate ID	006600	Owner Address	AUDUBON COUNTY SOLID WASTE MANAGEMENT COMMISSION 1881 215TH ST AUDUBON, IA 50025
Sec/Twp/Rng	33-80-35	Class	C - Commercial		
Property Address		Acreage	n/a		
District	12 - LEROY TWP/AUDUBON				
Brief Tax Description	NE SW 33-80-35				
	(Note: Not to be used on legal documents)				

Disclaimer: The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Audubon County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

Date created: 6/17/2026

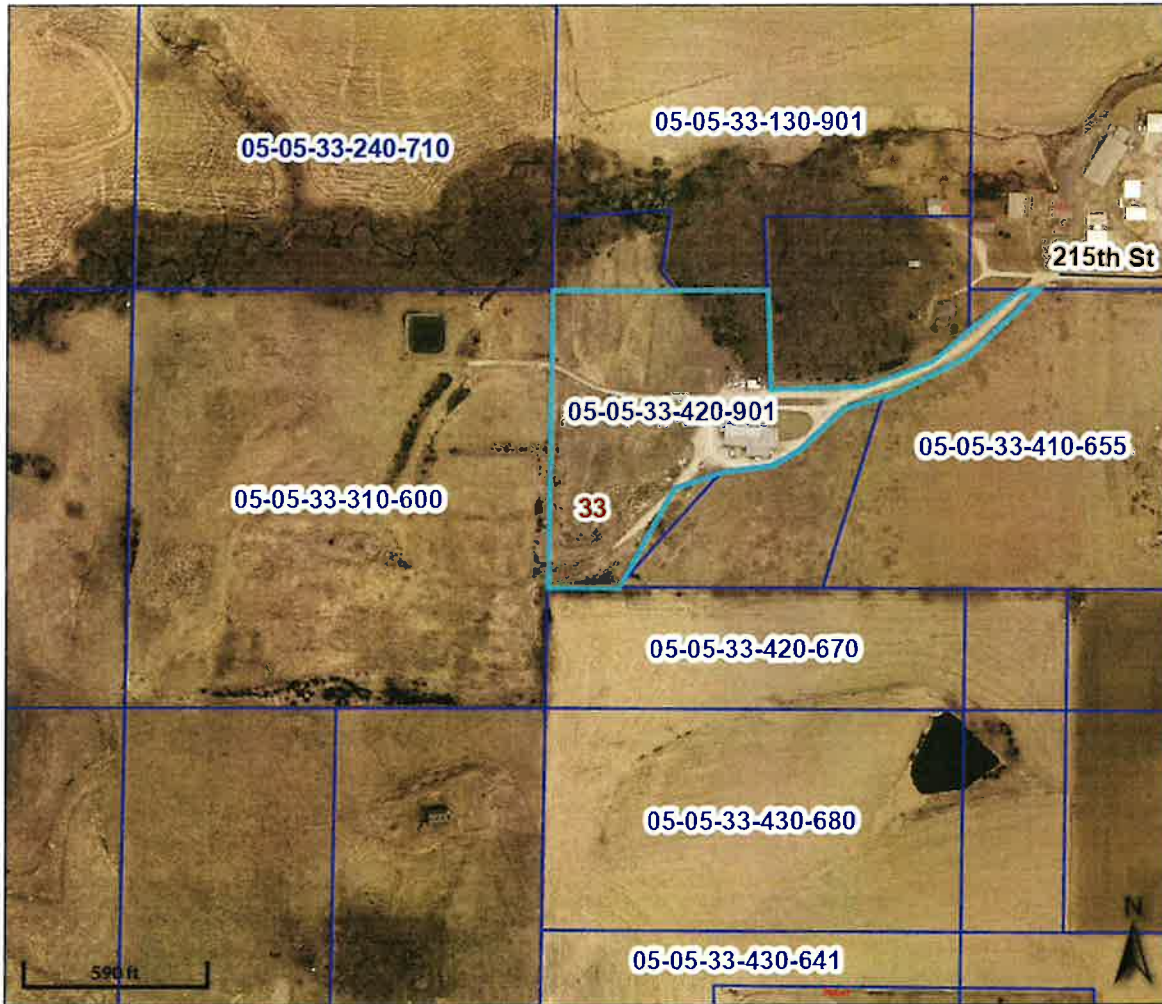
Last Data Uploaded: 6/17/2026 1:13:54 PM

Developed by  **SCHNEIDER**
GEOSPATIAL

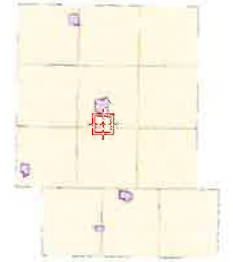


Beacon™

Audubon County, IA



Overview



Legend

- Political Townships
- Sections
- Corporate Limits (zoomed in)
- Roads
- Exemptions**
 - Forest Reserve
 - Impoundment
 - Slough Bill
 - <all other values>
- Parcels**
 - BLL
 - Condos
 - Wind Turbine
 - Parcel

Parcel ID	05-05-33-420-901	Alternate ID	n/a	Owner Address	AUDUBON COUNTY SOLID WASTE MANAGEMENT COMMISSION
Sec/Twp/Rng	n/a	Class	C - Commercial		1881 215TH ST
Property Address		Acreage	n/a		AUDUBON, IA 50025
District	12 - LEROY TWP/AUDUBON				
Brief Tax Description	LOT 2 OF LOT 1 NW SE 33-80-35				
	(Note: Not to be used on legal documents)				

Disclaimer: The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Audubon County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

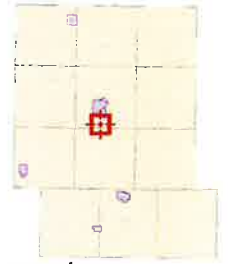
Date created: 6/17/2026

Last Data Uploaded: 6/17/2026 1:13:54 PM

Developed by SCHNEIDER
GEOSPATIAL



Overview



Legend

-  Political Townships
-  Sections
-  Corporate Limits (zoomed in)
-  Roads
- Exemptions**
 -  Forest Reserve
 -  Impoundment
 -  Slough Bill
 -  <all other values>
- Parcels**
 -  BLL
 -  Condos
 -  Wind Turbine
 -  Parcel

Parcel ID	05-05-33-420-903	Alternate ID	n/a	Owner Address	AUDUBON COUNTY SOLID WASTE MANAGEMENT COMMISSION 1881 215TH ST AUDUBON, IA 50025
Sec/Twp/Rng	n/a	Class	C - Commercial		
Property Address		Acreage	n/a		
District	12 - LEROY TWP/AUDUBON				
Brief Tax Description	PARCEL B LOT 1 OF LOT 1 33-80-35 (Note: Not to be used on legal documents)				

Disclaimer: The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Audubon County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

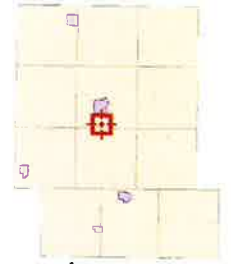
Date created: 6/17/2026

Last Data Uploaded: 6/17/2026 1:13:54 PM

Developed by  **SCHNEIDER**
GEOSPATIAL



Overview



Legend

- Political Townships
- Sections
- Corporate Limits (zoomed in)
- Roads
- Exemptions**
 - Forest Reserve
 - Impoundment
 - Slough Bill
 - <all other values>
- Parcels**
 - BLL
 - Condos
 - Wind Turbine
 - Parcel

Parcel ID	05-05-33-130-902	Alternate ID	n/a	Owner Address	AUDUBON COUNTY SOLID WASTE MANAGEMENT COMMISSION 1881 215TH ST AUDUBON, IA 50025
Sec/Twp/Rng	n/a	Class	C - Commercial		
Property Address		Acreage	n/a		
District	12 - LEROY TWP/AUDUBON				
Brief Tax Description	LOT B SW NE 33-80-35				
	(Note: Not to be used on legal documents)				

Disclaimer: The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Audubon County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

Date created: 6/17/2026

Last Data Uploaded: 6/17/2026 1:13:54 PM

Developed by  **SCHNEIDER**
GEOSPATIAL