



1690 All-State Court
Suite #100
West Des Moines, Iowa 50265
515-631-6160
File No. 27224422.27

August 18, 2026

Mr. Noah Poppelreiter
Iowa Department of Natural Resources
Land Quality Bureau
6200 Park Avenue
Des Moines, Iowa 50321

Subject: Environmental Covenant
City of Hawarden C&D Landfill
Permit No. 84-SDP-02-75C

Dear Noah:

SCS Engineers, on behalf of the City of Hawarden (City), is submitting the attached Environmental Covenant for the City of Hawarden Construction and Demolition (C&D) Landfill.

The Environmental Covenant was prepared using the Iowa Department of Natural Resources (DNR) recommended template and reviewed for completeness and acceptability by the City.

It is requested that the Environmental Covenant be approved and signed by the DNR Director. After the signing is complete, please mail the signed document and instructions outlining the next steps to the City:

Mr. Travis Waterman
Public Works
1150 Central Avenue
Hawarden, Iowa 51023

Mr. Waterman will coordinate obtaining the appropriate signatures and have the Environmental Covenant recorded by the Sioux County Recorder.

The associated Property Interest Form will be submitted via email.

If you have any questions regarding this submittal, please contact Nathan Ohrt at (319) 331-9613.

Sincerely,



Nathan Ohrt
Senior Project Professional
SCS Engineers
319-331-9613
nohrt@scsengineers.com



Sean Marczewski
Senior Project Professional
SCS Engineers
712-661-9682
smarczewski@scsengineers.com

CC: Mr. Travis Waterman, City of Hawarden Public Works

**IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT
City of Hawarden Construction & Demolition 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:

City of Hawarden
1150 Central Avenue
Hawarden, Iowa 51023

Return Document To:

Mr. Travis Waterman
Public Works
1150 Central Avenue
Hawarden, Iowa 51023

Grantors:

City of Hawarden

Legal Description:

The affected property is defined as a parcel of land located in the NE ¼ of the NE ¼ of Section 23, Township 95 North, Range 48 West in Sioux County, Iowa, described as follows: Beginning at the Southeast Corner of the NE ¼ of the NE ¼ of Said Section 23; thence North 00° 22'35" east along the east line of the NE ¼ NE1/4 437.26 feet; thence north 88°59'46" west 1285.98 feet; thence south 00°38'55" west along the west line of the NE1/4 NE1/4 465.39 feet; thence north 89°45'06" east 1288.19 feet to the point of beginning, containing 13.33 acres.

4241 Buchanan Ave
Hawarden IA 51023

IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT

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

The City of Hawarden (City), 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 4241 Buchanan Avenue in Hawarden, Iowa. The property is defined as a parcel of land located in the NE ¼ of the NE ¼ of Section 23, Township 95 North, Range 48 West in Sioux County, Iowa, described as follows: Beginning at the Southeast Corner of the NE ¼ of the NE ¼ of Said Section 23; thence North 00° 22’35” east along the east line of the NE ¼ NE1/4 437.26 feet; thence north 88°59’46” west 1285.98 feet; thence south 00°38’55” west along the west line of the NE1/4 NE1/4 465.39 feet; thence north 89°45’06” east 1288.19 feet to the point of beginning, containing 13.33 acres. The warranty deed documenting and Plat of Survey file demonstrating ownership of the property is included in Exhibit A. The Environmental Covenant area is within Parcel C identified on the Plat of Survey. 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 portion of the 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. 84-SDP-02-75 issued to the City.

Permit, investigations and reports are available for review in the DNR Solid Waste files under Permit No. 84-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: City of Hawarden, Iowa

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 SIOUX 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 Sioux 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 Sioux 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:

_____, Signed this _____ day of _____, 2026.

Jacob Stoner, City Administrator, City of Hawarden

STATE OF IOWA)
)SS.

CITY OF HAWARDEN)

On this _____ day of _____, 2026, before me personally appeared Jacob Stoner, 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.

Notary Public in and for the State of Iowa

AGENCY:

_____, Signed this _____ day of _____, 2026.

Kayla Lyon
Director, Iowa Department of Natural Resources

STATE OF IOWA)
)SS.

CITY OF HAWARDEN)

On this _____ day of _____, 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.

Notary Public in and for the State of Iowa

Exhibit A

Warranty deed for the property containing the Environmental Covenant area, and a Plat of Survey and quit claim deed related to a property sale in 2012.



WARRANTY DEED

1175

Know All Men by These Presents: That Keith Morehead and Grace Morehead,
husband and wife of Sioux County, Iowa

_____ in consideration*
of the sum of Twenty Thousand and no/100 Dollars (\$20,000.00)-----
in hand paid do hereby Convey unto City of Hawarden, Iowa

Grantees' Address: Hawarden, Iowa 51023

the following described real estate, situated in Sioux County, Iowa, to-wit:

24-212 The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter
(NE $\frac{1}{4}$) of Section Twenty-three (23), Township Ninety-
five (95), Range Forty-eight (48) subject to public
highways



STATE OF IOWA, SIOUX COUNTY, SS:

Recorded April 26 1976
File No. _____ Card No. 1175
(Book) 1976 (Page) _____
Filed Records at 8:00 AM
A Van Roekel, Recorder LS

STATE OF IOWA,
Sioux County, ss:

Entered for Taxation this 26th
day of April, A.D. 1976
Bertha Krumholz Auditor
RN - Deputy

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 19th day of April, 1976.

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

STATE OF IOWA,

COUNTY OF SIOUX

ss.

Keith Morehead
Keith Morehead

Grace Morehead
Grace Morehead

On this 19th day of April, 1976 before
me, the undersigned, a Notary Public in and for the State of Iowa,
personally appeared Keith Morehead and
Grace Morehead,

Hawarden, Iowa 51023

(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.

E. V. Slife, Jr. Notary Public in and for the State of Iowa

Please
type
or
print
names
under
signa-
tures
as per
Sec.
335.2
Code of
Iowa

745

745

RECORDED
SIOUX COUNTY IOWA

2012 FEB 2 AM 10 50

FILE 2012 CARD 745

Anita K. Van Buren
A. VAN BRUGGE

RANDY SCHOELLERMAN, SCHLOTFELDT ENGINEERING INC., P.O. BOX 806, LEMAR, IOWA 52241-0806, PHONE: 712-546-8118

PLAT OF SURVEY

OF

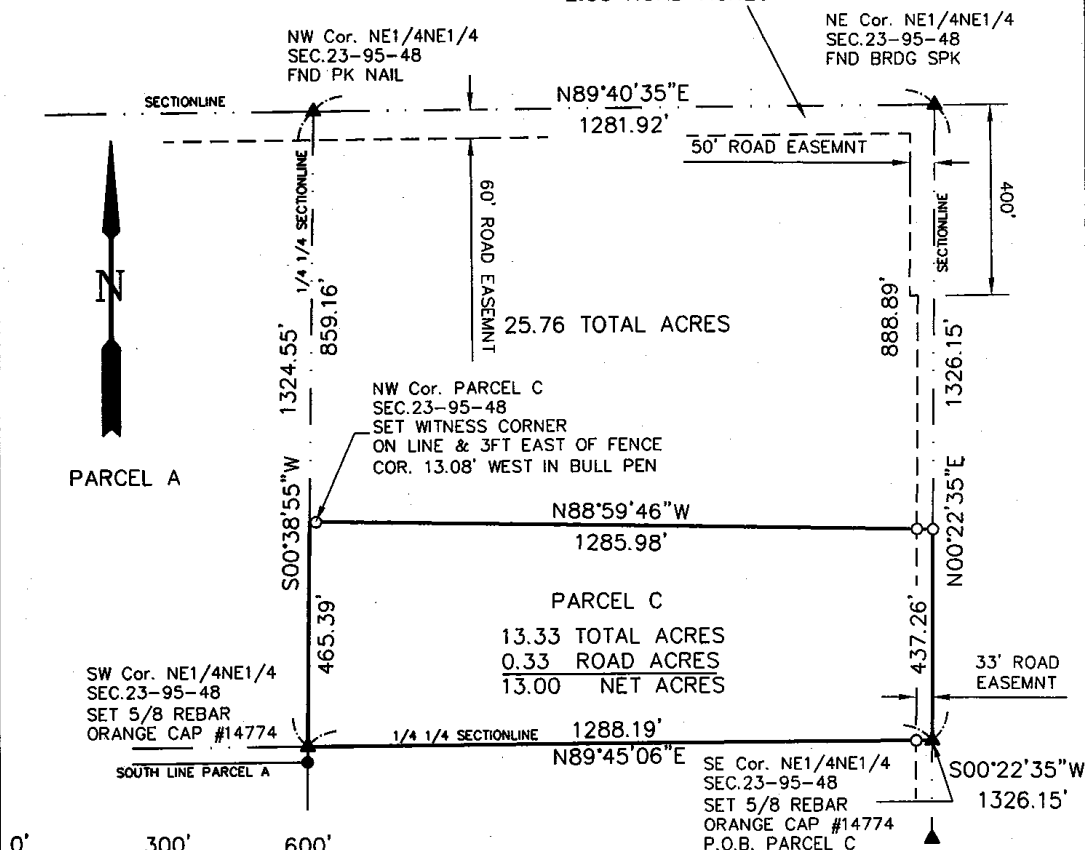
PARCEL C

A PARCEL OF LAND LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 23,
TOWNSHIP 95 NORTH, RANGE 48 WEST OF THE 5TH P.M., SIOUX COUNTY, IOWA
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4 OF THE NE1/4 OF SAID
SECTION 23; THENCE NORTH 00°22'35" EAST ALONG THE EAST LINE OF THE
NE1/4NE1/4 437.26 FEET; THENCE NORTH 88°59'46" WEST 1285.98 FEET;
THENCE SOUTH 00°38'55" WEST ALONG THE WEST LINE OF THE NE1/4NE1/4
465.39 FEET ; THENCE NORTH 89°45'06" EAST 1288.19 FEET TO THE POINT OF
BEGINNING. CONTAINING 13.33 ACRES.

FOR: CITY OF HAWARDEN : PROPRIETOR

2.53 ROAD ACRES

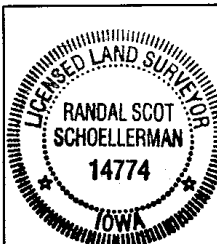


0' 300' 600'

() = RECORD
SURVEY DATE: 11/11/2011
SCALE: 1"=300'
CORNERS FOUND:
▲ GOV'T CORNER
● 1/2 REBAR

CORNERS SET:
○ 5/8"x24" REBAR,
ORANGE CAP #14774

FILE: HA-LANDFILL SITE.dwg



I hereby certify that this land surveying document
was prepared and the related survey work was per-
formed by me or under my direct personal super-
vision and that I am a duly licensed Land Surveyor
under the laws of the State of Iowa.

Randal Scot Schoellerman 2-2-12
Randal Scot Schoellerman Date

License number 14774

My license renewal date is December 31, 2012

Pages or sheets covered by this seal: 1

2498
2498

RECORDED
SIOUX COUNTY IOWA

2012 APR 11 AM 9 43

FILE 2012 CARD 2498

Anita K Van Bruggen
A. VAN BRUGGEN RECORDER

STATE OF IOWA

Sioux County, ss:

Entered for taxation this

12

day of

Apr

A.D., 20

12

Sioux County Auditor

LF

*Rec'd 4-12-2012
alcb*

Return Document To and Taxpayer Information: Cameron and Heidi Gregg, 15911 Farnham St Omaha NE 68118
Preparer Information: James H. Pickner, 613 8th Street, Hawarden, IA 51023, Phone: (712) 551-2724 ISBA
#AT0006233

QUIT CLAIM DEED

For the consideration of one Dollar(s) and other valuable consideration, City of Hawarden, a municipal corporation organized under the Laws of the State of Iowa, does hereby quit claim to Cameron C. Gregg and Heidi A. Gregg, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, all its right, title, interest, estate, claim and demand in the following described real estate in Sioux County, Iowa:

The Northeast Quarter of the Northeast Quarter of Section 23, Township 95 North, Range 48 West of the 5th P.M., Sioux County, Iowa EXCEPT the portion thereof designated Parcel C as shown by Plat of Survey recorded February 2, 2012 at File 2012-Card 745

Exemption 6 - City as grantor.

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

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.

Dated: March 28, 2012.

CITY OF HAWARDEN, IOWA

By:

Ricard R Porter

Ricard R. Porter, Mayor (Grantor)

By:

Gary W. Tucker

Gary W. Tucker, City Administrator/City Clerk (Grantor)

STATE OF IOWA, SIOUX COUNTY, ss:

On this 28th day of March, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared Ricard R. Porter and Gary W. Tucker, to me known, and who being by me duly sworn, did say that they are the Mayor and City Administrator/City Clerk, respectively, of the City of Hawarden, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No.2012-7 adopted by the City Council, on the 22nd day of February, 2012, and that Ricard R. Porter and Gary W. Tucker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Sharole L. Rens
Notary Public



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.



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User: cdavis
Date Saved: 7/27/2026 2:28 PM

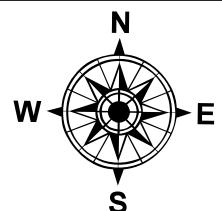


Environmental Covenant Site Map

Legend

-  Approximate Area of Environmental Covenant (~12.02 Acres)
-  Approximate Waste Boundary
-  Approximate Property Boundary

City of Hawarden C&D Landfill
(Closed)
Hawarden, IA
Project No: 27224422.27
Drawing Date: July 2026



0 30 60 120 180 240
Feet

Figure 1

PROPERTY INTEREST FORM

To: Iowa Department of Natural Resources
Land Quality Bureau
6200 Park Avenue, Suite 200
Des Moines, Iowa 50321

Re: Environmental Covenant Supporting Documentation
Subject Property Location: 4241 Buchanan Avenue, Hawarden, Iowa.
Source Site Location: The portion of the property affected by this document is identified in the attached Figure 1 - Environmental Covenant Site Map and is defined as a parcel of land (Parcel C) located in the NE ¼ of the NE ¼ of Section 23, Township 95 North, Range 48 West in Sioux County, Iowa.

This letter is to certify that the City of Hawarden 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 Iowa Code Chapter 455I.

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust, or similar instrument:

The City of Hawarden is the sole fee title holder of the property.

The warranty deed for the property obtained from the Sioux County Recorder, Book 1976 Page 1175, is attached. The property was divided by sale in 2012, as documented in the attached Plat of Survey (File 2012, Card 745) and a Quit Claim Deed (File 2012, Card 2498).

The Environmental Covenant area is within Parcel C identified on the Plat of Survey. The property is defined as a parcel of land located in the NE ¼ of the NE ¼ of Section 23, Township 95 North, Range 48 West in Sioux County, Iowa, described as follows: Beginning at the Southeast Corner of the NE ¼ of the NE ¼ of Said Section 23; thence North 00° 22'35" east along the east line of the NE ¼ NE1/4 437.26 feet; thence north 88°59'46" west 1285.98 feet; thence south 00°38'55" west along the west line of the NE1/4 NE1/4 465.39 feet; thence north 89°45'06" east 1288.19 feet to the point of beginning, containing 13.33 acres.

The Environmental Covenant area is located within parcel 1323226003, as listed on the Sioux County Assessor's website.

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: City of Hawarden



Path: C:\Users\CDavis\Desktop\HWBDM\HWBDM\HWBDM 2022 AMCOR Hawarden 2022 AMCOR.aprx
User: cdavis
Date Saved: 7/27/2026 2:28 PM

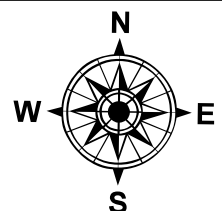


Environmental Covenant Site Map

Legend

-  Approximate Area of Environmental Covenant (~12.02 Acres)
-  Approximate Waste Boundary
-  Approximate Property Boundary

City of Hawarden C&D Landfill
(Closed)
Hawarden, IA
Project No: 27224422.27
Drawing Date: July 2026



0 30 60 120 180 240
Feet

Figure 1



WARRANTY DEED

1175

Know All Men by These Presents: That Keith Morehead and Grace Morehead,
husband and wife of Sioux County, Iowa

_____ in consideration*
of the sum of Twenty Thousand and no/100 Dollars (\$20,000.00)-----
in hand paid do hereby Convey unto City of Hawarden, Iowa

Grantees' Address: Hawarden, Iowa 51023

the following described real estate, situated in Sioux County, Iowa, to-wit:

24-212 The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter
(NE $\frac{1}{4}$) of Section Twenty-three (23), Township Ninety-
five (95), Range Forty-eight (48) subject to public
highways



STATE OF IOWA, SIOUX COUNTY, SS:

Recorded April 26 1976
File No. _____ Card No. 1175
(Book) 1976 (Page) _____
Filed Records at 8:00 AM
A Van Roekel, Recorder LS

STATE OF IOWA,
Sioux County, ss:

Entered for Taxation this 26th
day of April, A.D. 1976
Bertha Krumholz Auditor
RN - Deputy

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 19th day of April, 1976.

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

STATE OF IOWA,

COUNTY OF SIOUX

ss.

Keith Morehead
Keith Morehead

Grace Morehead
Grace Morehead

On this 19th day of April, 1976 before
me, the undersigned, a Notary Public in and for the State of Iowa,
personally appeared Keith Morehead and
Grace Morehead,

Hawarden, Iowa 51023

(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.

E. V. Slife, Jr. Notary Public in and for the State of Iowa

Please
type
or
print
names
under
signa-
tures
as per
Sec.
335.2
Code of
Iowa

745

745

RECORDED
SIOUX COUNTY IOWA

2012 FEB 2 AM 10 50

FILE 2012 CARD 745

Anita K. Van Buren
A. VAN BRUGGE

RANDY SCHOELLERMAN, SCHLOTFELDT ENGINEERING INC., P.O. BOX 806, LEMAR, IOWA 52241-0806, PHONE: 712-546-8118

PLAT OF SURVEY

OF

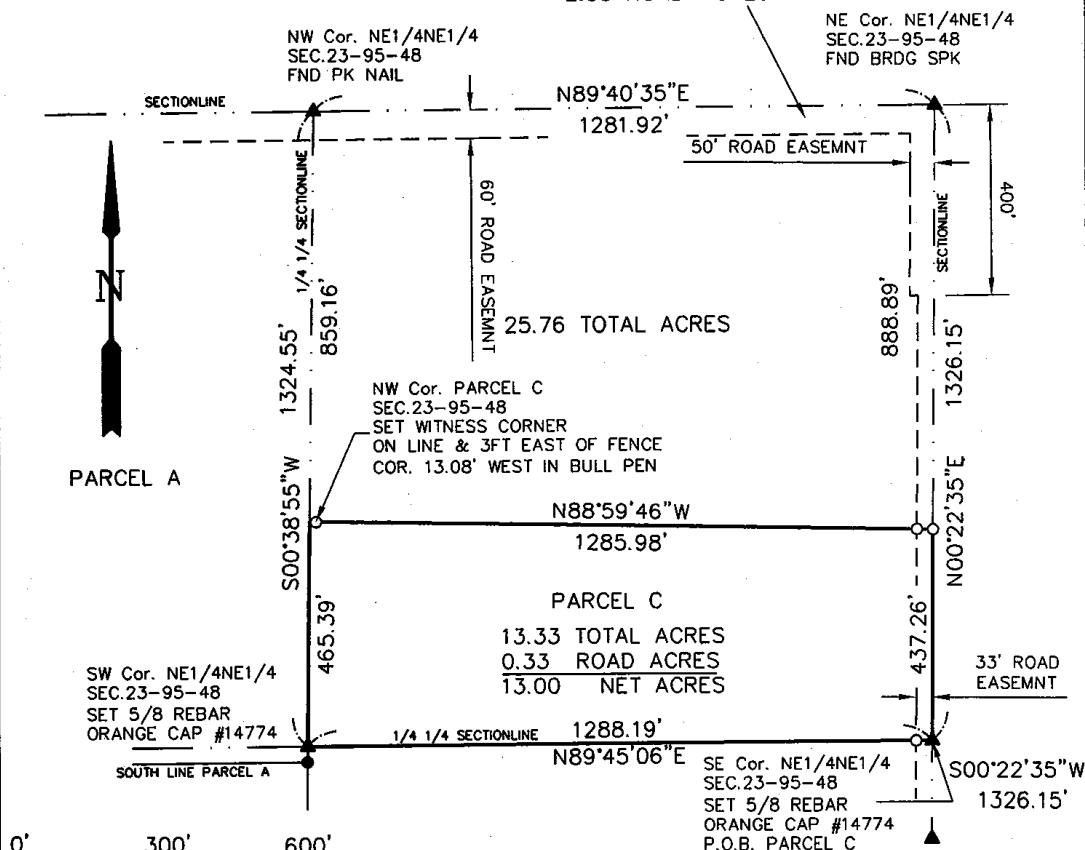
PARCEL C

A PARCEL OF LAND LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 23,
TOWNSHIP 95 NORTH, RANGE 48 WEST OF THE 5TH P.M., SIOUX COUNTY, IOWA
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4 OF THE NE1/4 OF SAID
SECTION 23; THENCE NORTH 00°22'35" EAST ALONG THE EAST LINE OF THE
NE1/4NE1/4 437.26 FEET; THENCE NORTH 88°59'46" WEST 1285.98 FEET;
THENCE SOUTH 00°38'55" WEST ALONG THE WEST LINE OF THE NE1/4NE1/4
465.39 FEET; THENCE NORTH 89°45'06" EAST 1288.19 FEET TO THE POINT OF
BEGINNING. CONTAINING 13.33 ACRES.

FOR: CITY OF HAWARDEN : PROPRIETOR

2.53 ROAD ACRES

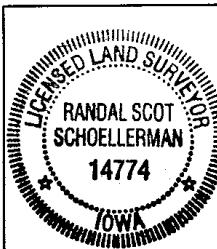


0' 300' 600'

() = RECORD
SURVEY DATE: 11/11/2011
SCALE: 1"=300'
CORNERS FOUND:
▲ GOV'T CORNER
● 1/2 REBAR

CORNERS SET:
○ 5/8"x24" REBAR,
ORANGE CAP #14774

FILE: HA-LANDFILL SITE.dwg



I hereby certify that this land surveying document
was prepared and the related survey work was per-
formed by me or under my direct personal super-
vision and that I am a duly licensed Land Surveyor
under the laws of the State of Iowa.

Randal Scot Schoellerman 2-2-12
Randal Scot Schoellerman Date

License number 14774

My license renewal date is December 31, 2012

Pages or sheets covered by this seal: 1

2498
2498

RECORDED
SIOUX COUNTY IOWA

2012 APR 11 AM 9 43

FILE 2012 CARD 2498

Anita K Van Bruggen
A. VAN BRUGGEN RECORDER

STATE OF IOWA

Sioux County, ss:

Entered for taxation this

12

day of

Apr

A.D., 20

12

Sioux County Auditor

LF

*Rec'd 4-12-2012
alcb*

Return Document To and Taxpayer Information: Cameron and Heidi Gregg, 15911 Farnham St Omaha NE 68118
Preparer Information: James H. Pickner, 613 8th Street, Hawarden, IA 51023, Phone: (712) 551-2724 ISBA #AT0006233

QUIT CLAIM DEED

For the consideration of one Dollar(s) and other valuable consideration, City of Hawarden, a municipal corporation organized under the Laws of the State of Iowa, does hereby quit claim to Cameron C. Gregg and Heidi A. Gregg, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, all its right, title, interest, estate, claim and demand in the following described real estate in Sioux County, Iowa:

The Northeast Quarter of the Northeast Quarter of Section 23, Township 95 North, Range 48 West of the 5th P.M., Sioux County, Iowa EXCEPT the portion thereof designated Parcel C as shown by Plat of Survey recorded February 2, 2012 at File 2012-Card 745

Exemption 6 - City as grantor.

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

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.

Dated: March 28, 2012.

CITY OF HAWARDEN, IOWA

By:

Ricard R Porter

Ricard R. Porter, Mayor (Grantor)

By:

Gary W. Tucker

Gary W. Tucker, City Administrator/City Clerk (Grantor)

STATE OF IOWA, SIOUX COUNTY, ss:

On this 28th day of March, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared Ricard R. Porter and Gary W. Tucker, to me known, and who being by me duly sworn, did say that they are the Mayor and City Administrator/City Clerk, respectively, of the City of Hawarden, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No.2012-7 adopted by the City Council, on the 22nd day of February, 2012, and that Ricard R. Porter and Gary W. Tucker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Sharole L. Rens
Notary Public

