

IOWA SOLID WASTE PROGRAM ENVIRONMENTAL COVENANT

This instrument is an environmental covenant executed pursuant to Iowa Code chapter 455I, the Uniform Environmental Covenants Act.

The City of Newton, Iowa, as “Grantor” and “Holder,” 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 activity and use limitations in accordance with this Covenant and the authority granted DNR by Iowa Code chapters 455B and 455I, including Iowa Code section 455B.103(7).

1. Affected Property and Restricted Area. Grantor is the fee title owner of the real property located in Jasper County, Iowa, legally described in Exhibit A-1 (the “Property”). The Property is the portion of Jasper County Assessor’s Parcel ID 1309100009 that contains the closed 1945 sanitary landfill. The land subject to the activity and use limitations in this Covenant shall be legally described in Exhibit A-1 and depicted on the recordable survey or plat in Exhibit A-2 (the “Restricted Area”). Parcel identifiers and assessor or GIS materials are included only for reference and are not a substitute for a legally sufficient description. Current record evidence of Grantor’s title is included in Exhibit A-3. A completed property-interest certification and its supporting title materials are included in Exhibit B.

2. Risk Management and Institutional Controls. In accordance with Iowa Code chapter 455B, DNR permitted municipal solid wastes to be disposed of on the affected land under Solid Waste Disposal Project Permit No. 50-SDP-01-75P issued to the City of Newton, Iowa.

Permit materials, investigations, and reports are maintained in DNR’s Solid Waste files under Permit No. 50-SDP-01-75P.

The final agency action decision documents for the environmental response project reflected in this Covenant are: [INSERT EXACT TITLE, DATE, AND LOCATION OF EACH FINAL DNR DECISION DOCUMENT, INCLUDING THE APPLICABLE PERMIT, APPROVED ENVIRONMENTAL MONITORING PLAN, AND ANY CLOSURE OR POST-CLOSURE DECISION].

The presence of buried municipal solid waste in the Restricted Area may present a risk to public health and the environment if certain activities occur. The Director, under Iowa Code section 455B.103(7), has determined that an environmental covenant is necessary to document the waste and manage future exposure through activity and use limitations and affirmative obligations.

This Covenant is an institutional control and does not itself rescind or modify any permit, approved monitoring plan, post-closure requirement, or well-abandonment requirement. Any such change is effective only through separate written final agency action by DNR.

[Upon receipt of the recorded Covenant, we want DNR to issue written final agency action removing the Restricted Area from Permit No. 50-SDP-01-75P, terminating groundwater sampling and reporting attributable solely to the Restricted Area, and authorizing abandonment of the monitoring wells identified in an attached schedule, subject to applicable well-abandonment requirements.]

3. Reopening. The signatories acknowledge that if the activity and use limitations in this 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 by this Covenant, Iowa Code chapter 455I, and other applicable law.

4. Identity of Grantor and Holder. GRANTOR: City of Newton, Iowa
HOLDER: City of Newton, Iowa
AGENCY: Iowa Department of Natural Resources

5. Representations and Warranties. As of the Effective Date, Grantor warrants to the other signatories that: (a) Grantor is the sole fee title owner of the Property as shown by the current title evidence identified in Exhibit B; (b) Grantor holds sufficient title to create this Covenant, subject only to the matters disclosed in the current title report or other title evidence and to the interests identified in Exhibit B; and (c) after review of that title evidence and inquiry concerning unrecorded possessory interests, Grantor has identified every person holding a legal or equitable interest that must consent or subordinate, and each such person has signed this Covenant or a DNR-approved subordination and consent agreement attached to it. The final execution copy shall identify each such interest or state “None” only after completion of that review.

6. Running with the Land. This Covenant runs with the land under Iowa Code section 455I.5 and is perpetual as provided in Iowa Code section 455I.9 until modified or terminated. Its terms bind Grantor, all successors and assigns, and every transferee acquiring any right, title, lien, or interest in the Property. “Transferee” includes a future fee owner, contract buyer, mortgagee, easement holder, or lessee.

7. Activity and Use Limitations and Terms. The Restricted 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 controls, and leachate-management systems, all construction activities taking place within the Restricted Area shown on Exhibit A-2 must receive prior written approval by DNR.
- b. No deposited municipal solid waste shall be excavated, disrupted, or removed from the Restricted Area without first providing prior written notice to DNR.
- c. Construction of drinking water wells within the boundaries of the Restricted Area shall require prior written 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 Restricted Area must receive prior written approval by DNR.
- e. No subdivision, lot split, boundary adjustment, or other division affecting the Restricted Area may be recorded without (i) DNR’s prior written approval, (ii) a surveyor-prepared legal description and recordable plat showing the resulting parcels and the Restricted Area, and (iii) any amendment or additional recording necessary to preserve this Covenant against every resulting parcel that contains any portion of the Restricted Area. No division alone releases any land from this Covenant.

- f. Until DNR issues written final agency action rescinding or modifying an applicable requirement of Solid Waste Disposal Project Permit No. 50-SDP-01-75P or an approved monitoring plan, that requirement remains in effect. After such final agency action, this Covenant controls the Restricted Area except to the extent another applicable law, permit, order, or final agency action imposes a different requirement. This paragraph does not preserve a requirement that DNR has expressly rescinded or terminated in writing.

In addition to the 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 within the Restricted Area.
 - (2) There shall be no controlled vegetation burns on the Restricted Area.
- h. Restrictions and use limitations and terms due to continued management of leachate:
- (1) The leachate collection system shall continue to be operated and maintained. The collected leachate shall be disposed of at a treatment works authorized to receive it under an applicable NPDES permit.
 - (2) Upon actual knowledge of a leachate seep, the then-current owner shall promptly investigate and correct the condition using methods consistent with applicable DNR approvals, and shall take reasonable measures to prevent leachate from leaving the Property.
- i. Restrictions and use limitations and terms related to site access:
- (1) The fencing, gates, signs, and other access controls identified on Exhibit A-2, or DNR-approved substantially equivalent controls, shall be maintained while this Covenant remains in effect. The then-current owner may replace or relocate a control with DNR's prior written approval.
- j. Restrictions and use limitations and terms related to land use:
- (1) The then-current owner shall maintain the landfill cap within the Restricted Area in accordance with the approved closure or post-closure documents identified in Section 2, as modified by later written final agency action, so as to control erosion, settlement, ponding, and exposure of waste.
- k. Requirements and use limitations and terms for site inspections, documentation, and DNR notification:
- (1) Within 24 months after the Effective Date, and during each successive 24-month period, the then-current owner shall cause the Restricted Area to be inspected by a professional engineer licensed in the State of Iowa to verify compliance with the activity and use limitations in this Covenant. A report of the inspection shall be sent to the Solid Waste Section of DNR within 30 days after completion of the inspection.

8. Notice of Non-Compliance. The then-current owner or a transferee in possession shall promptly notify DNR after obtaining actual knowledge of a condition that constitutes a breach of Section 7. This sentence does not eliminate any separate reporting duty imposed by law, permit, order, or final agency action.

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 recorded instrument, in any lease, license, or other instrument granting a right to possession of the Property or Restricted Area.

10. Access to Property. Reasonable access to the Property is granted to DNR and its authorized public or private representatives for implementation, monitoring, and enforcement of this Covenant. Except in an emergency or when DNR reasonably determines an imminent threat exists, DNR shall provide the current owner reasonable advance notice, an explanation of the reason for entry, and the scope of onsite activities. Access includes repair and maintenance of remedial equipment and caps; fencing and other controls; groundwater sampling and monitoring; drilling; construction of borings or monitoring wells; and other activities reasonably necessary and authorized by law or this Covenant. Persons entering under this Section shall comply with reasonable site-safety requirements, minimize interference with lawful operations, and reasonably restore physical damage caused by their entry. This Section grants access only; it does not independently allocate the cost of investigation, repair, maintenance, remediation, or restoration, and it does not waive any immunity or defense available under law.

11. Groundwater Hazard Statement Notice. Iowa Code section 558.69 requires a groundwater hazard statement in connection with certain conveyances when a condition identified in that section is present. When a transfer of the Property triggers section 558.69, the required statement shall refer to this Covenant in substantially the following form, completed with the applicable recording information:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL
COVENANT DATED _____, RECORDED IN THE JASPER
COUNTY RECORDER'S OFFICE ON _____ AS INSTRUMENT
NO. _____.

THE ENVIRONMENTAL COVENANT CONTAINS THE ACTIVITY AND USE
LIMITATIONS SET FORTH IN SECTION 7. THE FINAL EXECUTION COPY
SHALL REPRODUCE THOSE LIMITATIONS HERE VERBATIM. IF A
SUMMARY CONFLICTS WITH SECTION 7, SECTION 7 CONTROLS.

12. Modification and Termination. This Covenant may be amended or terminated by consent only through a recorded instrument signed by every person whose signature is required by Iowa Code section 455I.10, including the Agency, the then-current fee simple owner, each original signatory or assignee unless a statutory waiver or exception applies, and the Holder. An existing property interest is affected by an amendment only to the extent provided by Iowa Code section 455I.10(2). A nonconsensual amendment or termination shall comply with Iowa Code section 455I.9. No amendment or termination is effective until properly recorded.

13. Enforcement. This Covenant may be enforced in a civil action for injunctive or other equitable relief by the persons authorized under Iowa Code section 455I.11, including Grantor, Holder, Agency, and the municipality in which the Property is located.

14. Severability. If any provision of this Covenant is found unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

15. Governing Law. This Covenant is governed by and shall be interpreted under Iowa law.

16. Recordation and Distribution. Within thirty (30) days after every required signatory has signed and acknowledged this Covenant, Grantor shall record it in the Jasper County Recorder's Office. Promptly after recordation, Grantor shall provide a recorded copy to DNR's project manager and to every person entitled to a copy under Iowa Code section 455I.7, including each signatory, each person holding a recorded interest in the Property, each person in possession, and each other person DNR requires.

17. Effective Date. The Effective Date is the date on which the fully executed Covenant is properly recorded with the [Jasper](#) County Recorder's Office.

18. Notice. Unless DNR gives written notice of a different address, communications required by this Covenant shall be sent to:

Iowa Department of Natural Resources
Solid Waste and Contaminated Sites Section Supervisor
6200 Park Avenue, Suite 200
Des Moines, Iowa 50321

[with a copy to the Holder at: City Clerk, City of Newton, 101 W. 4th Street S., Newton, Iowa 50208, or to a successor address identified by recorded notice.](#)

19. Subordination and Consent. [Each person identified below consents to this Covenant and subordinates the identified preexisting interest to it to the extent stated in the person's signature or attached DNR-approved subordination agreement. Interests expressly consented and subordinated: \[LIST EACH INTEREST, OR STATE "NONE" ONLY AFTER COMPLETION OF CURRENT TITLE AND POSSESSORY-INTEREST REVIEW\]. Nothing in this Section states that DNR subordinates an interest or that Grantor subordinates its fee title to itself.](#)

20. Notice of Change in Ownership. Grantor, a Holder with sufficient property interest, and any subsequent transferee shall reference this Covenant in any instrument conveying a possessory interest in the Property or Restricted Area. [The transferor shall also give DNR and Holder written notice within thirty \(30\) days after recording a transfer, identifying the transferee, contact information, and recording data.](#)

ACKNOWLEDGMENTS

AGENCY — IOWA DEPARTMENT OF NATURAL RESOURCES

By: _____

Kayla Lyon, Director

State of Iowa

County of _____

This record was acknowledged before me on _____, 2026, by _____
as _____ of the Iowa Department of Natural Resources.

Signature of notarial officer

[Stamp]

GRANTOR AND HOLDER — CITY OF NEWTON, IOWA

By: _____

_____, Mayor

ATTEST: _____

_____, City Clerk

Authorized by City Council Resolution No. _____ adopted _____, 2026.

State of Iowa

County of _____

This record was acknowledged before me on _____, 2026, by _____

as _____ of the City of Newton, Iowa.

Signature of notarial officer

[Stamp]

EXHIBIT A-1 — LEGAL DESCRIPTION OF PROPERTY AND RESTRICTED AREA

[Insert a legally sufficient description of the Property and Restricted Area, certified by an Iowa-licensed surveyor. The assessor's parcel identifier and GIS tax description are not a substitute.]

EXHIBIT A-2 — RECORDABLE SURVEY OR PLAT

Source Figure 1 — approximate boundary only

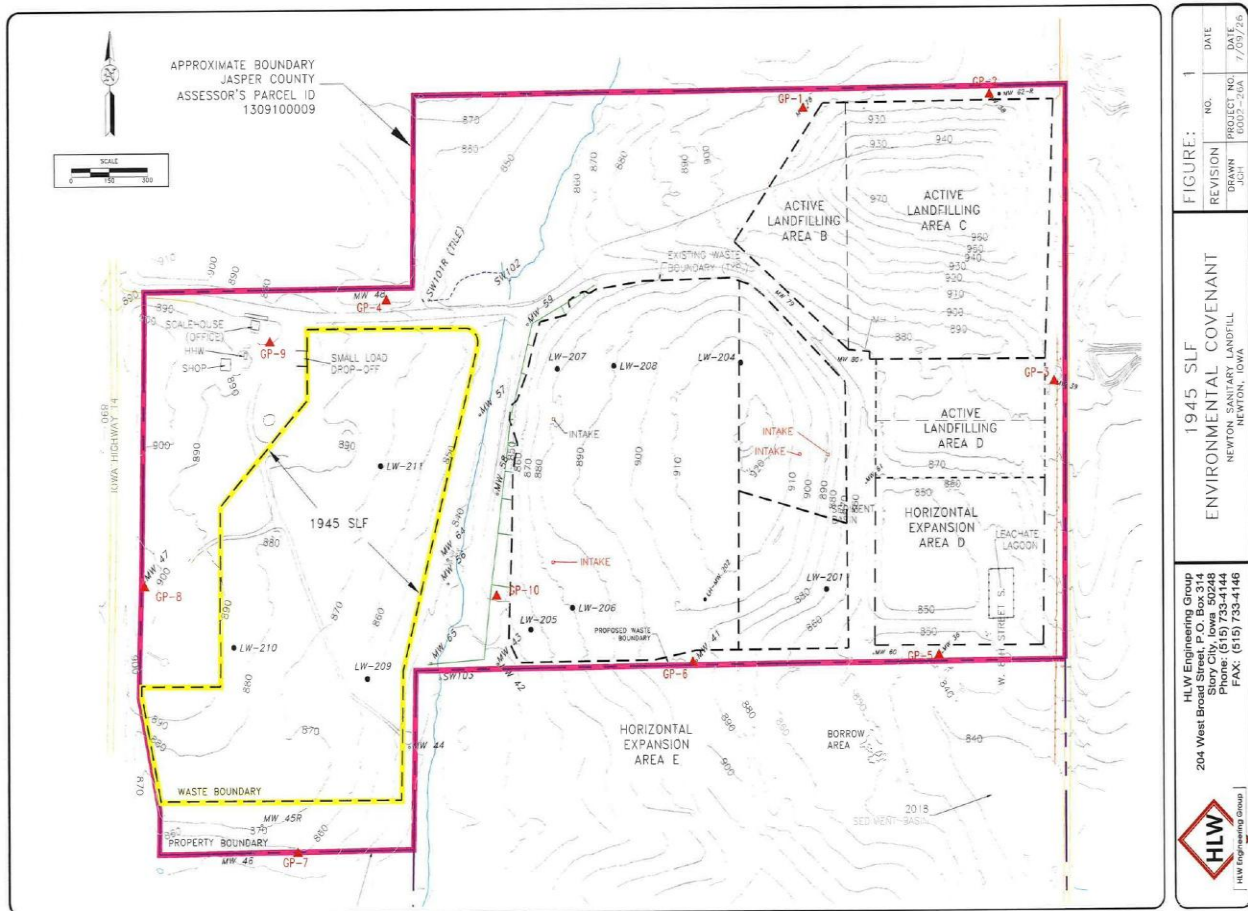
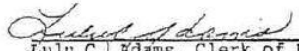


EXHIBIT A-3 — SOURCE TITLE INSTRUMENTS

A current title or lien search and a composite title/legal-description review remain required.

Source covenant page 13

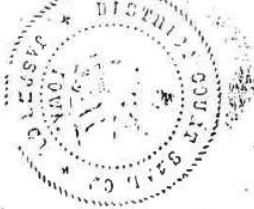
Received from Jasper County Sheriff, the above
itemized papers this 7 day of March, 1972.


Lulu C. Adams, Clerk of District
Court, Jasper County, Iowa

By _____
Deputy

I, Lulu C. Adams, Clerk of the District Court, within and
for Jasper County, Iowa, certify that the attached papers
----- are a complete record of the condemnation
proceedings of June Anderson, et al vs City of Newton,
now on appeal, filed by the Sheriff of Jasper County, Iowa.
Said papers were filed March 7, 1972

Witness my hand and seal this 8th day of March, 1972




LULU C. ADAMS

BOOK 25 PAGE 101

Source covenant page 14



IN THE MATTER OF THE CONDEMNATION
OF CERTAIN REAL ESTATE BY THE CITY
OF NEWTON, IOWA FOR THE USE AND
BENEFIT OF SAID CITY IN THE
ACQUISITION, MAINTENANCE AND
OPERATION OF A SANITARY LAND FILL.

APPLICATION TO THE CHIEF
JUDGE OF THE FIFTH JUDICIAL
DISTRICT FOR CONDEMNATION
AND FOR THE APPOINTMENT OF
A COMMISSION TO ASSESS
DAMAGES

PROJECT: Acquisition of sanitary land fill site by the City of
Newton, Jasper County, Iowa

PROPERTY OWNERS: June Anderson and Gordon Lee Anderson, wife and
husband; Ione Vespestad; Norman Deaton; and
Herman Deaton

LIENHOLDERS: Jasper County Savings Bank; Jasper County, Iowa

TO: THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT OF THE STATE
OF IOWA

Comes now the City of Newton, Jasper County, Iowa, a
municipal corporation organized under the laws of the State of Iowa,
being located in Jasper County, Iowa, and states that the public
interest requires that said City acquire by condemnation proceedings
as authorized and provided by law, the real estate hereinafter
described, and states in connection therewith the following:

1. That the City seeks to condemn and acquire by the
process of eminent domain the absolute fee title, in and to the
real estate described as follows:

The South Half of the Northwest Quarter and the North
eighteen acres of the Northwest Quarter of the South-
west Quarter of Section 9, Township 79 North, Range
19 West of the 5th P.M., Jasper County, Iowa, except
that part condemned by the State of Iowa, said State
of Iowa condemnation shown in Book 694, Page 78 in
the records of the Recorder of Jasper County, Iowa.

FILED
MAR - 7 1972
LULU C. ADAMS
Clerk of the District Court

2. The above described property constitutes all of the
BOOK 715 PAGE 102

Source covenant page 15

-2-

property affected by this condemnation, and there is attached hereto marked Exhibit "A" and made a part of this Application, a plat showing said property.

3. That the record owners, lienholders, and other persons having an interest in said property and the place of residence of such persons so far as known are as follows:

Record owners: June Anderson, Rural Route #4, Newton, Iowa, Ione Vespestad, Rural Route #4, Newton, Iowa.

Other interests: Gordon L. Anderson, husband of June Anderson, Rural Route #4, Newton, Iowa; Norma Deaton, Rural Route #4, Newton, Iowa, and Herman Deaton, 715 West 8th Street North, Newton, Iowa, who may claim some right or interest under an option.

Lienholders: Jasper County Savings Bank, Newton, Iowa; Jasper County, Iowa, in care of Jasper County Auditor, Newton, Iowa.

4. That the City of Newton is presently leasing a portion of the above described property for use as a sanitary land fill, and the purpose for which this condemnation is sought is to acquire ownership of said property to continue the operation and maintenance of the sanitary land fill by the City of Newton, Iowa.

NOW THEREFORE, the City of Newton, Iowa, hereby requests the appointment of a commission of six freeholders pursuant to Section 472.4 of the 1971 Code of Iowa to view said property being condemned and assess the damage which the owners thereof or persons interested therein will sustain by reason of this condemnation, and make their report to the Sheriff of Jasper County, Iowa, as provided by law.

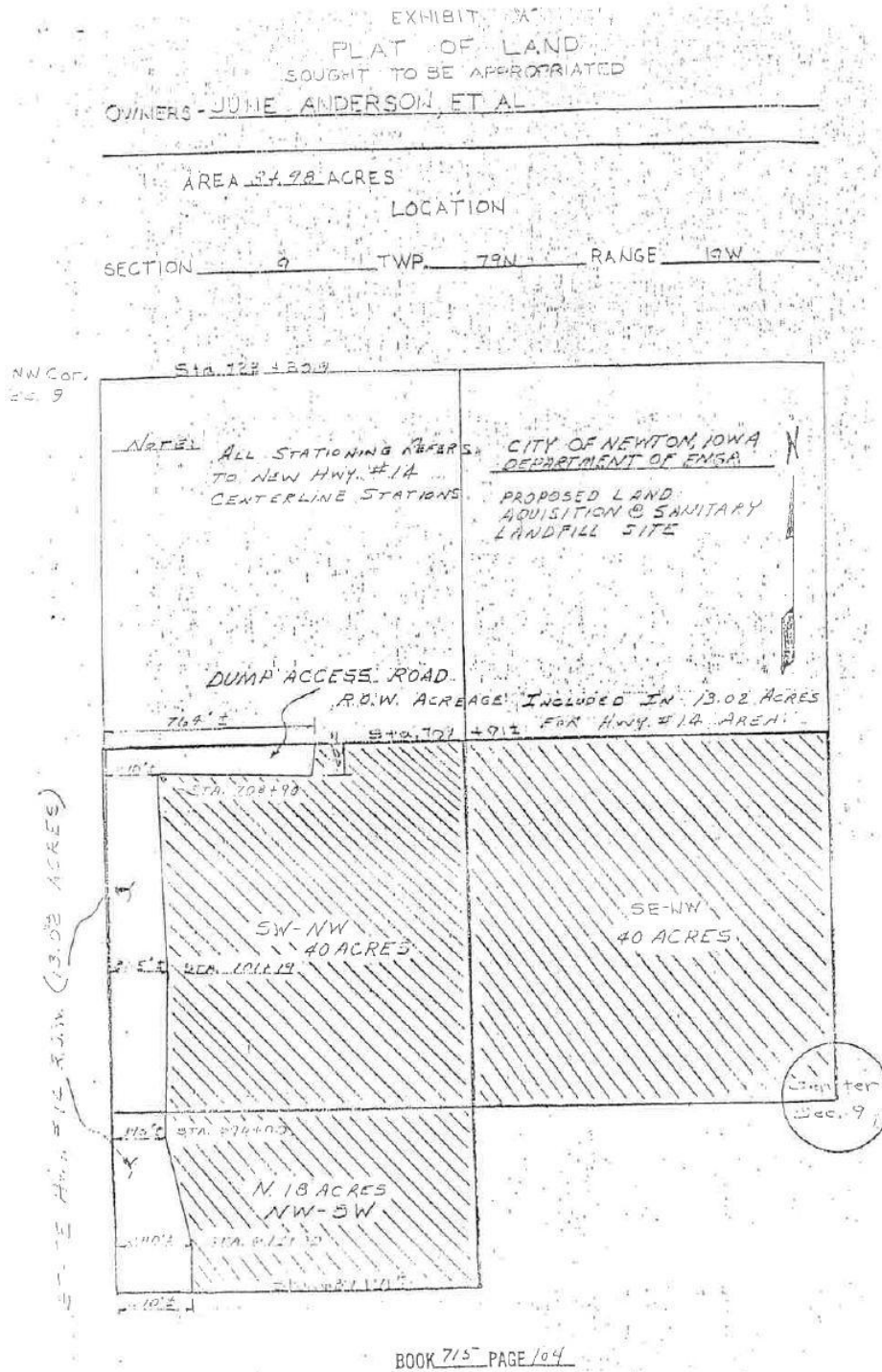
Dated at Newton, Iowa, this 4th day of January,

1972.

CITY OF NEWTON, IOWA

BY: David M. Dinkels

Source covenant page 16



Source covenant page 17

02/07/2005 11:03

6417920670

NEWTON PUBLIC WORKS

PAGE 08

DOCUMENT NO. 300 FILED FOR RECORD THE 5 DAY OF MARCH STATE OF IOWA, JASPER COUNTY
 RECORDING FEE \$ 3.00 TO 2:25 AT 2:25 Recorder
 TRANSFER FEE \$ 1.00 O'CLOCK P M. BOOK 814 PAGE 189 By Nancy Lutter Deputy



WARRANTY DEED

Know All Men by These Presents: That William A. Snook and Susan L. Snook, husband and wife,

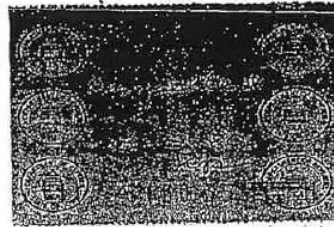
in consideration of the sum of One Dollar and other valuable consideration in hand paid do hereby Convey unto City of Newton, Iowa, a municipal corporation,

Grantees' Address: _____ the following described real estate, situated in Jasper County, Iowa, to-wit:

The South one-half of the Northeast Quarter of the North-west Quarter of Section 9, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa, and;

the South one-half of the Northwest Quarter of the North-east Quarter of Section 9, Township 79 North, Range 19 West of the 5th P.M., Jasper County, Iowa.

March 6, 1980
Nancy Lutter
ma



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 28th day of February, 19 80.

STATE OF IOWA.
 COUNTY OF JASPER } ss.

On this 28th day of February, 19 80 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William A. Snook and Susan L. Snook, husband and wife,

William A. Snook
 William A. Snook
Susan L. Snook
 Susan L. Snook

(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.

Richard S. Campbell
 RICHARD S. CAMPBELL
 MY COMMISSION EXPIRES September 30, 1980 Notary Public in and for said County and State

BOOK 814 PAGE 189

Source covenant page 18

CHIT NO. **8604** FIELD FOR RECORD THE **201** DAY BY **March 31** 19 **80** AT **3:30** STATE OF IOWA, JASPER COUNTY
 SING FEE **3.00** O'CLOCK **2** M. BUCH **914** PAGE **360** By **James Potter** Recorder
 TRANSFER FEE **1.00**

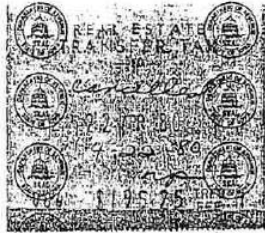
WARRANTY DEED

Know All Men by These Presents: That **Richard E. Lepley and Mabel K. Lepley, husband and wife,**

in consideration
 of the sum of **One Dollar and Other Good and Valuable Consideration**
 in hand paid do hereby Convey unto **City of Newton, Iowa**

Grantee's Address: **Newton, Iowa**
 The following described real estate, situated in **Jasper** County, Iowa, to wit:

The Southwest Quarter of the Northeast Quarter of
 Section Nine, Township Seventy-nine North, Range
 Nineteen West of the Fifth P.M., Jasper 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 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 herent shall be construed as in the singular or plural number, and as masculine
 or feminine gender, according to the context.

Signed this **31** day of **March**, 19 **80**

STATE OF IOWA, } ss. **Richard E. Lepley**
 CITY OF **JASPER** } **Mabel K. Lepley**

this **31** day of **March**, 19 **80** before
 undersigned, a Notary Public in and for said County and
 personally appeared **Richard E. Lepley**
Mabel K. Lepley, husband and

Newton, Iowa
 (Grantors' address)

known to be the identical persons named in and who
 the foregoing instrument and acknowledged that they
 signed at their voluntary and full age and sound mind.

James Potter
 Notary Public in and for said County and State.

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EXHIBIT B — PROPERTY-INTEREST CERTIFICATION

The separately supplied signed form is reproduced below. It should be replaced or re-executed after the title/lien search. DNR should also confirm the current form because this version certifies compliance with 567 IAC chapter 14, which was rescinded effective June 19, 2024.

PROPERTY INTEREST FORM

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

Re: Environmental Covenant Supporting Documentation
Subject Property Location: Jasper County, IA Parcel 1309100009
Source Site Location: Jasper County, IA Parcel 1309100009

This letter is to certify that the City of Newton, Iowa 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:
City of Newton Iowa
101 W 4th St S
Newton, IA 50208

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)

N/A

Prepared By: Mike Ward. *Michael M. Ward*
per City of Newton