Instrument #: 20263587
11/17/2026 10:19:30 AM Total Pages: 17
0413 OTHER-MISC
Recording Fee: $ 0.00
Missy Thurm
, Recorder, Bremer County IA

IOWA SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT

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

Bremer County, Iowa , 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 at 2049-200th Street, Waverly, in Bremer County, Iowa commonly referred to as the Bremer County Landfill and legally defined as the NE ¼ of the SW ¼ except the West 78 rods of the South 1 rod of the NE ¼ of the SW ¼, Section 23, T92N, R13W, Bremer County, Iowa, as evidenced by the deeds and property interest form contained in Exhibit A. The land hereafter is referred to as "the Property". The affected portion of the Property is detailed on the map in Exhibit B referenced as the "Closed Bremer County SLF", and hereafter is referred to as the "Affected Portion".

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 09-SDP-01-75C issued to Bremer County, Iowa.

   Permit, investigations and reports are available for review in the DNR Solid Waste files under permit 09-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: Bremer County, 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 Property. The Property Interest Form (DNR Form 542-0587) for the Property 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 or within the Affected Portion must be approved by DNR.

   b. No deposited waste shall be excavated, disrupted, or removed from the Affected Portion 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 Affected Portion must be approved by DNR.

e. The Property may not be divided in any manner which divides the Affected Portion , 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 Affected Portion.
2) There shall be no controlled vegetation burns on the Affected Portion.

h. 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 Affected Portion.

i. Restrictions and use limitations and terms related to site access:

1) Access restrictions at 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 over the Affected Portion 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 Affected Portion to be inspected by a professional engineer licensed in the State of Iowa to verify that the Affected Portion 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 BREMER 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 Affected Portion must be approved by DNR.

    b. No deposited municipal solid waste shall be excavated, disrupted, or removed from the Affected Portion 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 Affected Portion must be approved by DNR.

e. The Property may not be divided in any manner which divides the Affected Portion, 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 Affected Portion final cover.
2) There shall be no controlled vegetation burns on the Affected Portion.

h. 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 Affected Portion.

i. Restrictions and use limitations and terms related to site access:

1) Access restrictions at the Property in place at the time of enactment of this environmental covenant shall be maintained in perpetuity.

j. Restrictions and use limitations and terms related to land use:

1) The integrity of the final cover over the Affected Portion 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 Affected Portion to be inspected by a professional engineer licensed in the State of Iowa to verify that the Affected Portion 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 Bremer County Recorder's Office. After recordation the grantee 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 Bremer 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
BREMER COUNTY IOWA

By: Bob Brunkhorst

ATTEST:

Shirley Wolf

STATE OF Iowa)
)ss
COUNTY OF Bremer)

Subscribed and sworn to before me by Bob Brunkhorst and to me as the Board Chair and , respectively, of Bremer County, Iowa, on this 17th day of December, 2026.

Michelle K. Wolf
NOTARY PUBLIC IN AND FOR
THE STATE OF

MICHELLE K WOLF
Commission Number 734676
MY COMMISSION EXPIRES
May 25, 2029

AGENCY
IOWA DEPARTMENT OF NATURAL RESOURCES

Kayla Lyon
Kayla Lyon, Director

STATE OF IOWA)
)ss
COUNTY OF Polk)

Subscribed and sworn to before me by Kayla Lyon as Director of the Iowa Department of Natural Resources on this 10th day of November, 2026.

Jennifer Miller
NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

NOTARIAL SEAL IOWA
JENNIFER MILLER
Commission Number 839456
My Commission Expires
May 17, 2028

EXHIBIT A

FILED FOR RECORD THE 11th DAY OF STATE OF IOWA, BREMER COUNTY:
RECORDING FEE No Charge September 19 70 AT 11:20 John Sperry Recorder
TRANSFER FEE $ O'CLOCK A. M. BOOK 186 PAGE 518 By Deputy

COURT OFFICER DEED

IN THE MATTER OF THE ESTATE
OF
AUGUST DREWES, DECEASED,
now pending in the District Court of the State of Iowa
in and for Bremer County.

Probate No. 6353

Know All Men by These Presents:

That pursuant to the authority and power vested in the undersigned by law or by the orders of the court in the above entitled cause, or by the Will of the above named decedent, and

In consideration of the sum of Forty-two Thousand and no/100----------
----------DOLLARS ($42,000.00)

in hand paid, the undersigned, in the representative capacity designated below, hereby conveys unto

BREMER COUNTY

the following described real estate situated in Bremer County, State of Iowa, to-wit:

The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and the North One-half (N½) of Southwest Quarter (SW¼) (except the West 78 rods of the South One rod of the Northeast Quarter (NE¼) of Southwest Quarter (SW¼)), also the East Two rods of the Southeast Quarter (SE¼) of Southwest Quarter (SW¼), Section Twenty-three (23), Township Ninety-two (92) North, Range Thirteen (13), West of the 5th P. M.

Signed this 11th day of September, 19 70

AUGUST DREWES

By (Title)

ESTATE BY John E. Behnke

By (Title)

As Executor* in the above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

STATE OF IOWA, County of Butler, ss.

On this 11th day of September, 19 70, before me, the undersigned, a Notary Public in and for said County in said State, personally appeared John E. Behnke, Executor of the Estate of August Drewes, deceased,

to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as the voluntary act and deed of himself and of such fiduciary.

(Kathryn Karsjens) Notary Public in and for said County, State

Use space for corporate fiduciary. Insert official titles with names.

Probate Code Sections 4, 96, 383 to 400, 652 and 699(2).

If this is a Referee's, Commissioner's or Receiver's Deed, determine for yourself whether endorsement or confirmation by Clerk's Certificate is required.

Revised in conformity with the Technical Amendment to the Probate Code; such Amendments being effective July 4, 1965.

BOOK 186 PAGE 518

COURT OFFICER DEED

2-11-70

11 SEP 70

11

FILED FOR RECORD

Doc. No 20010959

March 9, 2001 AT 12:15 PM

RECORDING $ 11.00 TRANSFER $ 5.00

STATE OF IOWA, BREMER COUNTY:

Donna Ellison Recorder / Registrar

By Nancy Maifield Deputy

Send tax statement to Ret Kendall Wittenburg, 1893 190th St., Waverly, IA 50677

Prepared by Bremer County Attorney's Office

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED

For the consideration of One ($1)

Dollar(s) and other valuable consideration, Bremer County, Iowa,

do hereby Convey to Kendall Wittenburg

the following described real estate in Bremer County, Iowa:

A parcel of land lying in the SW 1/4 of the NW 1/4, Section 23, Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa, more particularly described as follows:

Commencing at the W 1/4 corner of said Section 23; thence North 0°00'00" East, along the West line of said SW 1/4, NW 1/4, 495.97 feet to the point of beginning; thence continuing along said West line SW 1/4, NW 1/4 North 0°00'00" East, 820.03 feet to the NW corner SW 1/4; NW 1/4; thence North 88°06'23" East, along the North line said SW 1/4, NW 1/4, 75.00 feet; thence South 11°17'37" East, 842.60 feet; thence North 89°06'01" West, 240.00 feet to the point of beginning. Said parcel contains 2.97 acres.

33.17(2) Land disposal. Whenever the department, and, if a city or county, the grantee, determine that land acquired or developed with resource enhancement and protection fund assistance is no longer of value for the program purposes, or that the grantee can show good cause why the land should no longer be used in accord with the approved project purpose; the land may be disposed of with the director's approval and the proceeds therefrom used to acquire or develop an area of equal value, or all grant funds shall be returned to the state for inclusion in the amount from which the grant was originally made. If land acquired through the private grant program is determined to be no longer of interest by the state, the proposed dispersal of the property shall be reviewed by the grantee, and the grantee shall have the first right of refusal on an option to take title to the property in question.

310-06-23-100-006

Exempt from revenue (Government)

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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 acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA, SS:

BREMER COUNTY.

On this ____ day of ____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared ____

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

Notary Public

(This form of acknowledgement for individual grantor(s) only)

DATED: 10/23/00

Bremer County Board of Supervisors (Grantor)

Steve Reuter, Chair (Grantor)

Bremer County Auditor (Grantor)

Marilyn Sodawasser (Grantor)

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

STATE OF IOWA, BREMER COUNTY, ss:

On this 23rd day of October, A. D. ~~19~~ 2000 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Steven C. Reuter and Marilyn Schnell, to me personally known, who, being by me duly sworn, did say that they are the Board of Supervisors, Chair and County Auditor, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on (the seal affixed thereto is the seal of said) behalf of said corporation by authority of its Board of Directors; and that the said Steven C. Reuter and Marilyn Schnell acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Kathy J. Thomas
Notary Public in and for said County.

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade Mark Registered, State of Iowa, 1937)

STATE OF IOWA, BREMER COUNTY, ss
Entered for taxation this 9th
day of March, A.D. 2001
Marilyn Schnell Auditor
Marilyn Schnell

2

13

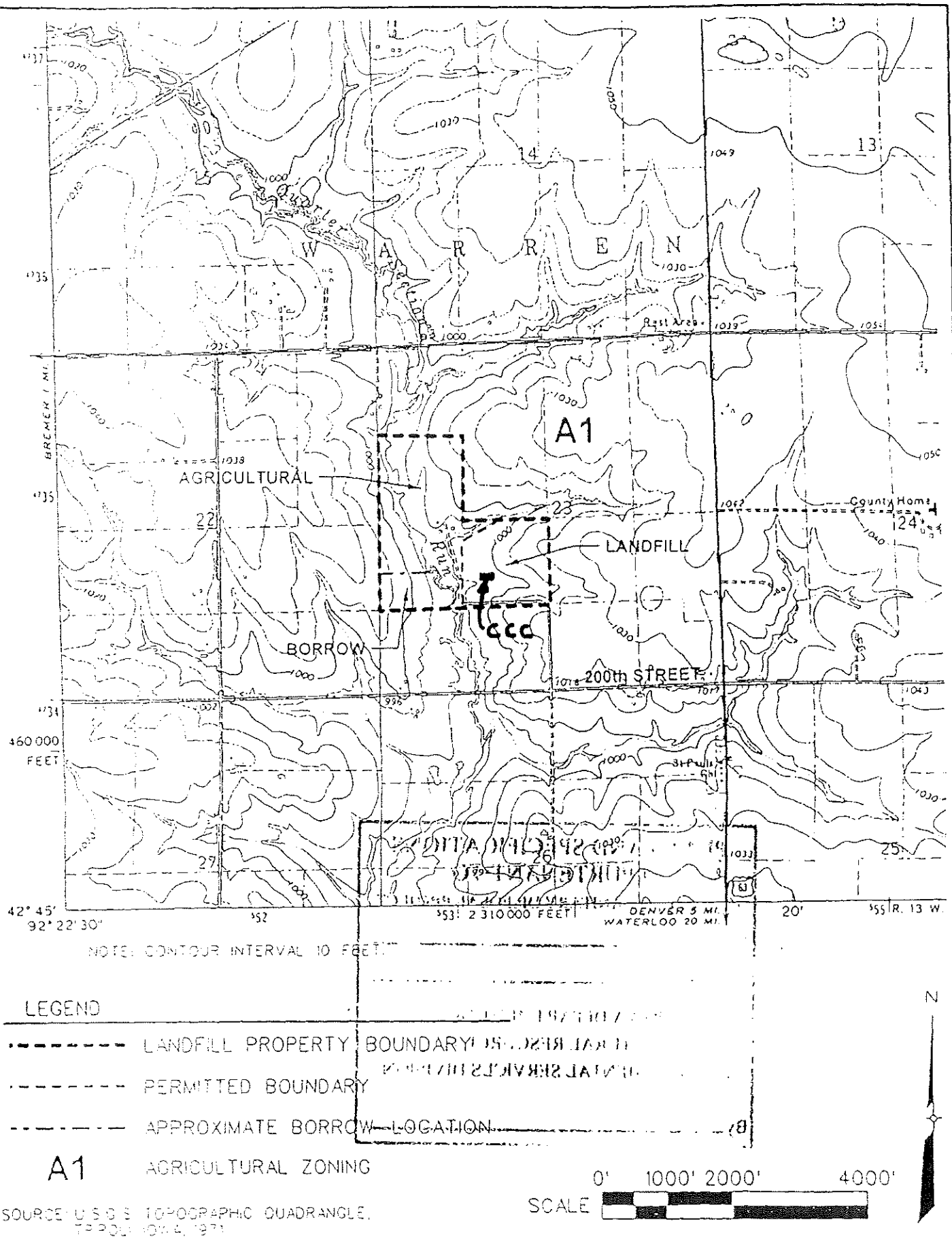

FIGURE 1
SITE LOCATION MAP
DEVELOPMENT AND OPERATIONS PLAN
BREMER COUNTY SANITARY LANDFILL
BREMER COUNTY, IOWA

DATE = Tue Apr 4 09:30:43 2000
oject\39766\cadd\10.050\Dop\Site Location Map.Fig

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: The NE ¼ of the SW ¼ except the West 78 rods of the South 1 rod of the NE ¼ of the SW ¼, Section 23, T92N, R13W, Bremer County, Iowa

Source Site Location: The NE ¼ of the SW ¼ except the West 78 rods of the South 1 rod of the NE ¼ of the SW ¼, Section 23, T92N, R13W, Bremer County, Iowa

This letter is to certify that Bremer County, 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:
Bremer County, Iowa
415 E. Bremer Avenue
Waverly, IA 50677

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 applicable

Prepared By: Bob Bu

NOTES:
1. CONTOURS FROM CLOSURE PROJECT DATED 2008 AND CAP IMPROVEMENT PROJECT RECORD INFORMATION DATED SEPTEMBER 2019.

GAS VENT (GV*)
RIPRAP CHANNEL

CLOSED BREMER COUNTY SLF

SCALE
0 100 200

ABANDONED FARMSTEAD

GP-3 MW-2A

GP-4

MW-4

MW 110A

MW 3

MW 108A

GP-2 MW-1

GP-1

GP-5 MW-105B

GV 1
GV 2
GV 3
GV 4
GV 5
GV 6
GV 7
GV 8
GV 9
GV 10
GV 11
GV 12
GV 13
GV 14
GV 15
GV 16

HAUL ROAD

SEDIMENT BASIN

SHOP

POND

WASTE BOUNDARY

PRE 1978 AREA

SCALE HOUSE/ OFFICE

WASTE BOUNDARY

PROPERTY BOUNDARY

CITIZENS CONVENIENCE CENTER

FIGURE: 1

REVISION	NO.	DATE
DRAWN JGH	PROJECT NO. 6035-26A	DATE 5/14/26

ENVIRONMENTAL COVENANT

BREMER COUNTY SANITARY LANDFILL
BREMER COUNTY, IOWA

HLW Engineering Group
204 West Broad Street, P.O. Box 314
Story City, Iowa 50248
Phone: (515) 733-4144
FAX: (515) 733-4146

HLW Engineering Group

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