

**IOWA DNR SOLID WASTE PROGRAM
ENVIRONMENTAL COVENANT**

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

_____, hereafter "grantor(s)", _____
hereafter "holder(s)," 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 (IAC).

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at _____ . The affected property is legally described as: _____ .

Hereinafter, the affected property will be referred to as "the property."

2. **Risk Management and Institutional Controls.**
In accordance with Chapter 455B of the Iowa Code, DNR permitted municipal solid wastes to be disposed of on the affected property under solid waste disposal project permit _____ issued to _____ .

Permit, investigations, and reports are available for review in the DNR Solid Waste files under permit _____ .

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 Iowa Code section 455B.103(7), has determined that an environmental covenant is necessary to document the existence of solid waste on the property and 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. **Identity of Grantor(s) and Holder(s).**

GRANTOR(S): _____

HOLDER(S): _____
Insert each person signing the covenant as a holder and describe their relationship to the property. A grantor can be a holder as well. Other persons may include contract buyers, lessees, mortgage holders, municipalities, owners of the source site, and other interested parties.

AGENCY: Iowa Department of Natural Resources

4. **Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:
- The grantor(s) is/are the sole fee title owner(s) of the property;
 - The grantor(s) 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(s) has/have 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 Exhibit _____. {Consult DNR guidance to assure that all contract buyers, mortgagees lessees, and other consensual lienholders either sign this instrument or sign a separate DNR-approved subordination and consent agreement.}
5. **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.
6. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:
- 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 property shown on Exhibit A - Site Map must be approved by DNR.
 - No deposited municipal waste shall be excavated, disrupted, or removed from the site without first providing written notice to DNR.
 - 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 the production of food or medicine for human consumption in facilities characterized by standard industrial codes group 283 for drugs and 20 for foods.
 - Construction of residences within the boundaries of the property must be approved by DNR.
 - In the event of any conflict with the current closure permit the most stringent requirement shall be followed.
7. **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 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.
8. **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.
9. **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 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.
10. **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.

11. **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.
12. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.
13. **Recordation.** Within thirty (30) days after DNR approval of this environmental covenant, the grantor(s) shall record the environmental covenant in the same manner as a deed to the property with the _____ County Recorder's Office. After recordation, the grantee shall forward a recorded copy of this document to DNR for record keeping.
14. **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 _____ County Recorder's Office.
15. **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 Section Supervisor
Wallace State Office Building
502 E 9th St
Des Moines IA 50319
16. **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. The following persons have expressly consented and subordinated interests:
17. [DISCRETIONARY PARAGRAPH:] **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.

ACKNOWLEDGMENTS

GRANTOR(S)

Signed this _____ day of _____, 20 _____

Grantor 1

State of _____
County of _____ §

On this _____ day of _____, 20 _____, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

Signed this _____ day of _____, 20 _____

Grantor 2

State of _____
County of _____ §

On this _____ day of _____, 20 _____, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

HOLDERS:

Signed this _____ day of _____, 20 _____

Holder 1

State of _____ §
County of _____

On this _____ day of _____, 20 _____, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

Signed this _____ day of _____, 20 _____

Holder 2

State of _____ §
County of _____

On this _____ day of _____, 20 _____, before me personally appeared _____, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa

AGENCY:

Signed this _____ day of _____, 20 _____

Kayla Lyon
Director, Iowa Department of Natural Resources

State of _____
County of _____ §

On this _____ day of _____, 20 _____, before me personally appeared _____, known to me to be the Acting 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 his/her/their voluntary act and deed.

Notary Public for State of Iowa

SUBORDINATED INTERESTS:

Signed this _____ day of _____, 20 _____

Subordinated Interests 1

Signed this _____ day of _____, 20 _____

Subordinated Interests 2

Exhibit A

Map - Provide map that exhibits the affected property and any restricted sub-areas as needed.