

## IOWA UNDERGROUND STORAGE TANK PROGRAM ENVIRONMENTAL COVENANT

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

New Hampton Community School District, hereafter "grantor(s)," and the Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions included herein pursuant to the authority granted to the Department in IC chapter 455I, IC § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 135.

**1. Affected Property.** The grantor(s) identified below is the fee title owner(s) of the property located at 805 E. Spring Street, New Hampton, Iowa at which petroleum exists. The property is legally described as:

*"Lots 1 to 8 inclusive, Block 9, Fairview Addition to the City of New Hampton, Chickasaw County, Iowa"*

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

**2. Risk Management and Institutional Controls.** ATC Group Services, LLC has conducted a soil and groundwater investigation and risk assessment (tiered site assessment) of the property in accordance with Department rules in chapter 567 IAC 135.

This assessment constitutes an environmental response project as defined in IC § 455I.2(5). The purpose of this environmental covenant is to manage the risk of future exposure to existing soil and/or groundwater contamination at the site by limiting specified land use activities at this property, establishing affirmative obligations, and enforcing the terms of this covenant.

**3. Tiered Assessment Reports.** Department files reference the UST source site located at 805 E. Spring Street by Registration No. 198609363 and LUST No. 7LTK50.

RBCA Tier 2 Report(s) accepted by the IDNR on 6/4/03 and 1/30/20.  
Subsequent Annual SMRs approved by the IDNR in 2012, 2014 and 2020.

**4. Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations to serve their intended purpose including the prevention of exposure to contamination could result in the Department reopening its review and regulation of the contaminant condition on the property as provided under the terms of this covenant, IC chapters 455B and 455I, and applicable Department administrative rules.

**6. Representations and Warranties.** The grantor(s) warrants to the other signatories to this covenant the following:

- a. The grantor[s] is/are the sole fee title owner[s] of the property;
- b. 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 by signatures on this covenant.

**7. 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.

**8. Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:

- 8.1 No confined spaces as described in IAC 567 135.10(6) (Groundwater Vapor to Enclosed Space) shall be constructed within the boundaries of the Groundwater Vapor Receptor ID map for Confined Space Residential as identified in "Exhibit A".
- 8.2 No confined spaces as described in IAC 567 135.10(5) (Soil Leaching to Groundwater) shall be constructed within the boundaries of the Soil Leaching to Groundwater Vapor Receptor ID map for Confined Space Residential as identified in "Exhibit B".
- 8.3 No confined spaces as described in IAC 567 135.10(7) (Soil Vapor to Enclosed Space) shall be constructed within the boundaries of the Soil Vapor Receptor ID map for Confined Space Residential as identified in "Exhibit C".

Confined spaces include basements in buildings occupied by humans.

**9. Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) 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.

**10. 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.

**11. Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, 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:

**12. 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 Department 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 Department 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:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED [date month, day, year] RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE CHICKASAW COUNTY RECORDER ON [date month, day, year] IN [document, book and page, or parcel number].

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- 12.1 No confined spaces as described in IAC 567 135.10(6) (Groundwater Vapor to Enclosed Space) shall be constructed within the boundaries of the Groundwater Vapor Receptor ID map for Confined Space Residential as identified in “Exhibit A”.
- 12.2 No confined spaces as described in IAC 567 135.10(5) (Soil Leaching to Groundwater) shall be constructed within the boundaries of the Soil Leaching to Groundwater Vapor Receptor ID map for Confined Space Residential as identified in “Exhibit B”.
- 12.3 No confined spaces as described in IAC 567 135.10(7) (Soil Vapor to Enclosed Space) shall be constructed within the boundaries of the Soil Vapor Receptor ID map for Confined Space Residential as identified in “Exhibit C”.

Confined spaces include basements in buildings occupied by humans.

**13. Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, 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.

**14. Enforcement.** The 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.

**15. 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.

**16. Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

19. Notice. Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources  
UST Section Supervisor  
Wallace State Office Building  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319

20. Subordination and Consent. By signing this environmental covenant, the signatories knowingly and intentionally 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:

*No subordinated interests.*

21. Notice of Change in Ownership. Grantor(s) and holder(s) 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 which conveys a possessory interest in the property.

## ACKNOWLEDGMENTS

**GRANTORS: New Hampton Community School District**

\_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mr. Jay Jurrens,  
Superintendent of New Hampton Community School District

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared Jay Jurrens, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Notary Public for State of Iowa \_\_\_\_\_

**AGENCY:**

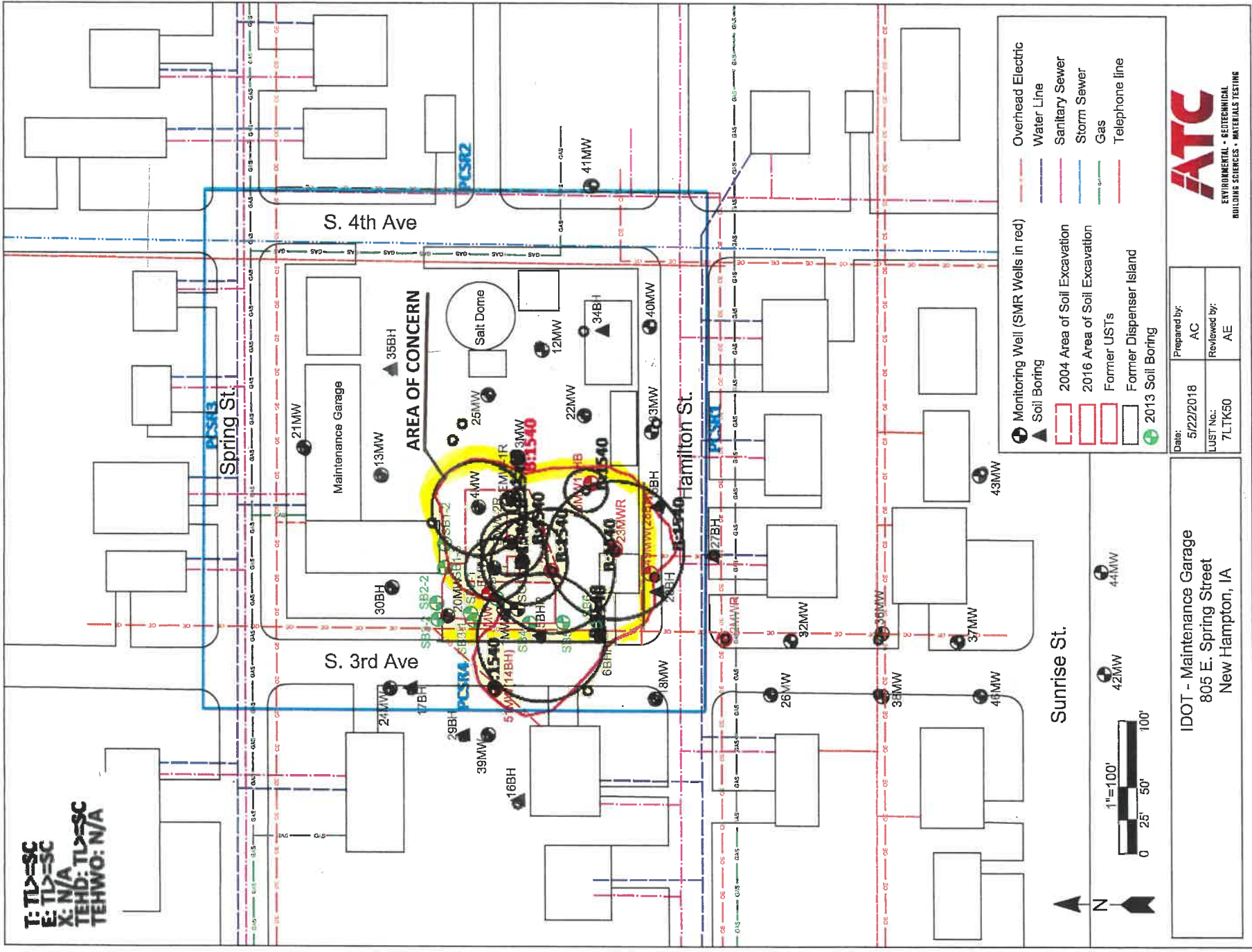
  
Kayla Lyon  
Signed this 24<sup>th</sup> day of March, 2021.

Director, Iowa Department of Natural Resources

State of Iowa )  
County of Polk ) ss.

**EXHIBIT A**

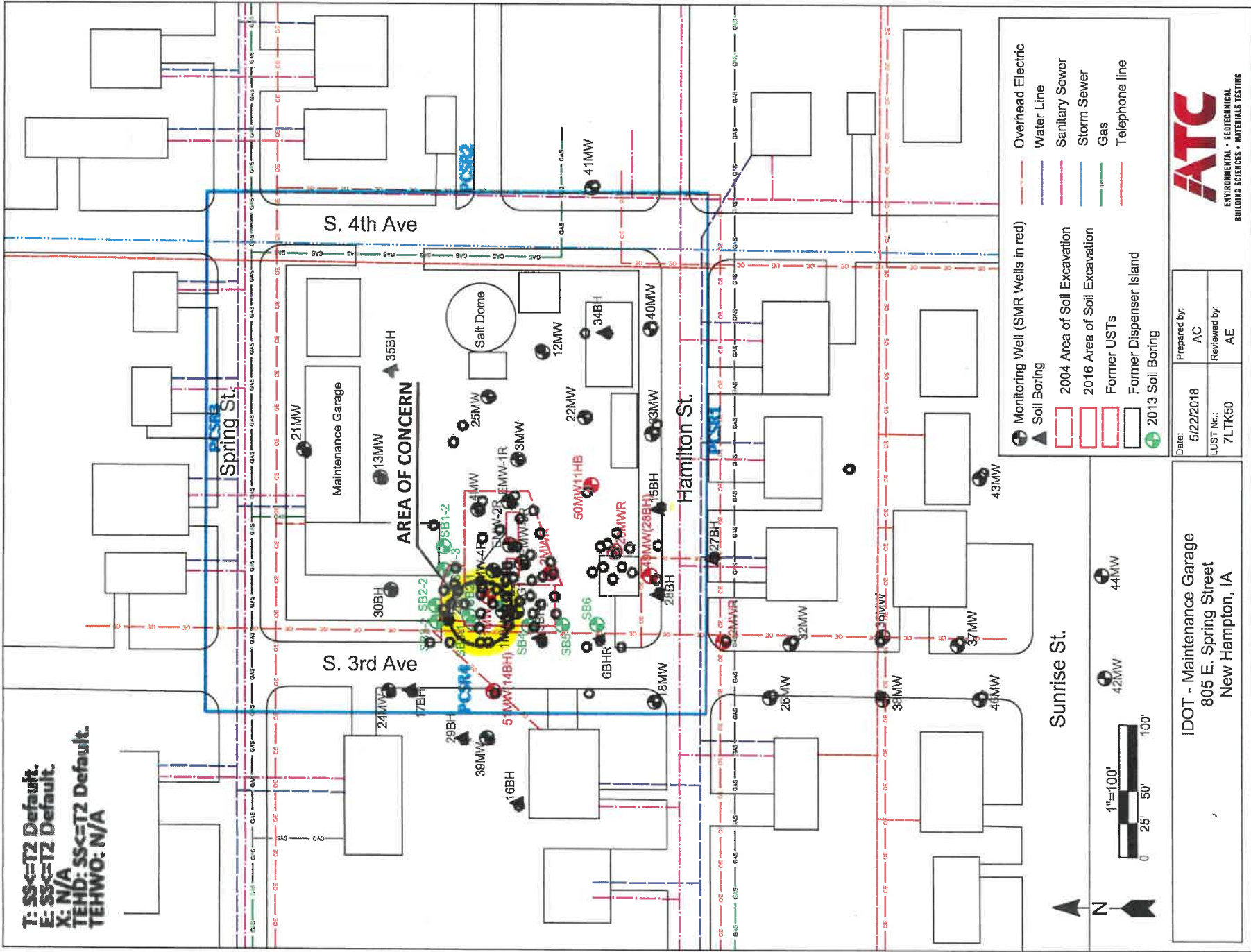
# "EXHIBIT A"



**Groundwater RID: Vapor - Confined Space Residential**  
**7LTK50**

**EXHIBIT B**

# "EXHIBIT B"

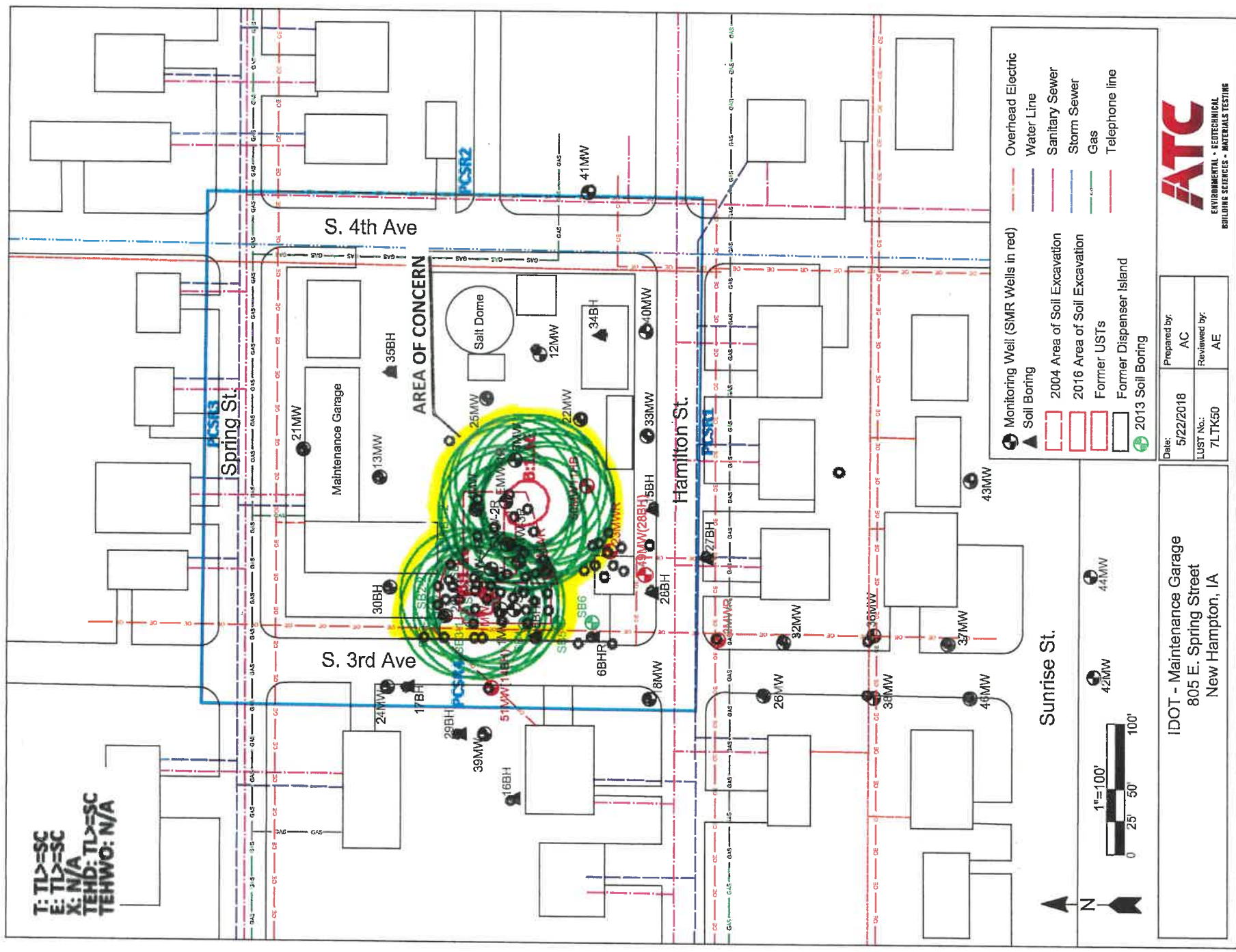


**Soil Leaching RID: Vapor - Confined Space Residential**  
**7LTK50**



**EXHIBIT C**

# “EXHIBIT C”



**Soil Vapor RID: Vapor - Confined Space Residential**  
**7LTK50**

# Pieters & Pieters

## Attorneys at Law

(An Association of Sole Practitioners)

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John (Jack) Pieters (1926-1987)  
**John S. Pieters, Sr.** (Sole Practitioner)  
**John S. Pieters, Jr.** (Sole Practitioner)

May 5, 2020

ATC  
ATTN: Gaylen Hiesterman  
328 LaPorte Road  
Waterloo, IA 50702

**RE: 805 E. Spring Street, New Hampton, IA 50659**

Dear Gaylen:

Enclosed herewith please find the following in regards to the above referenced property:

1. My title opinion dated May 5, 2020;
2. Report of Liens issued by G.T. Murphy, Abstracter dated April 27, 2020;
3. Plat Map depicting the property;
4. Relevant State Land Patent recorded as Instrument No. 2017-0188;
5. My invoice.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

PIETERS & PIETERS



John S. Pieters, Jr.

JPJ/jw

Enc.

Y:\John J\ATC - New Hampton\ltr to ATC 5-5-20 jw.doc

# Pieters & Pieters

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FAX (319) 827-6919  
johnsr@pieterslaw.com  
johnjr@pieterslaw.com

May 5, 2020

ATC  
ATTN: Gaylen Hiesterman  
328 LaPorte Road  
Waterloo, IA 50702

**RE: 805 E. Spring Street, New Hampton, IA 50659**

Dear Gaylen:

I hereby certify that I have carefully examined the Report of Liens issued by G. T. Murphy, Abstractor with the search ending April 27, 2020 at 7:59 A.M. to the following described property, to-wit:

**Lots 1 to 8 inclusive, Block 9, Fairview Addition to the City of New Hampton,  
Chickasaw County, Iowa.**

I find record title is in:

***New Hampton Community School District,***

who obtained title by virtue of a State Land Patent from the State of Iowa to the New Hampton Community School District, which was dated January 31, 2017 and recorded on February 8, 2017 as Instrument No. 2017-0188, subject to the following to which your attention is directed:

1. THIS REPORT IS GIVEN SOLELY FOR PURPOSES OF SECURING AN ENVIRONMENTAL COVENANT ON THE ABOVE DESCRIBED PROPERTY AND IS NOT INTENDED TO BE USED FOR SALE OR TRANSFER. NO LIABILITY FOR ERRORS OR OMISSIONS WILL ACCRUE TO THE BENEFIT OF ANY OTHER PERSON, FIRM OR CORPORATION. THIS REPORT IS NOT A GUARANTEE OF TITLE, OR A STATEMENT AS TO THE LEGALITY OF SUFFICIENCY OF ANY INSTRUMENT OR PROCEEDING INSPECTED IN THE CHAIN OF TITLE TO THE ABOVE REAL ESTATE.

Sincerely,

PIETERS & PIETERS



John S. Pieters, Jr.

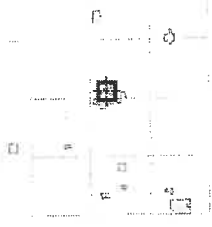
Title Guaranty #7894

JPJ/jw

Y:\John Jr\ATC - New Hampton\lir to ATC.Report 5-5-20.jw.doc



Overview



Legend

- Corporate Limits
- PLS Townships
- Blocks
- Lots
- Parcels
- Roads
- Townships Base

Parcel ID 19-10-07-4-26-075 Alternate ID 0005045 Owner Address NEW HAMPTON COMMUNITY DISTRICT  
 Sec/Twp/Rng n/a Class C 710 WEST MAIN STREET  
 Property Address 805 E SPRING ST Acreeage n/a NEW HAMPTON IA 50659

District NHH  
 Brief Tax Description LOTS 1-8, BLK 9  
 (Note: Not to be used on legal documents)

Date created: 4/28/2020  
 Last Data Uploaded: 4/27/2020 9:18:30 PM

512,692  
L2  
L3  
L4  
L5  
L6  
L7  
L8

Instr. Number: 2017-0188  
Recorded: 2/8/2017 at 11:27:00.0 AM  
Pages 2  
Fee Amount: \$17.00  
Revenue Tax: \$0.00  
Cindy Messersmith RECORDER  
Chickasaw County, Iowa

57,95-12 MESE  
WJSE  
SWSE  
SESE



**STATE LAND PATENT**  
Recorder's Cover Sheet

**PREPARER INFORMATION:** Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010 515-239-1534

**TAXPAYER INFORMATION:** New Hampton Community School District,  
710 W. Main St., New Hampton, IA 50659

**RETURN DOCUMENT TO:** Cyndy Howell, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010

**GRANTORS:**  
State of Iowa

**GRANTEES:**  
New Hampton Community School District

**LEGAL DESCRIPTION:** See Page 2

**DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:**

Chickasaw County Project No. BG-9N10(000)--80-19  
New Hampton Community School District (Parcel 1)

Page 1 of 2

Prepared by \ Return to:  
Cindy Howell, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA. 50010, 515-239-1534  
Address Tax Statements: New Hampton Community School District, 710 W. Main St., New Hampton, IA 50659

# State of Iowa

## OFFICE OF THE SECRETARY OF STATE

### STATE LAND OFFICE

Patent No. 6161

The **STATE OF IOWA**, subject to conditions listed in this patent, hereby conveys to **New Hampton Community School District**, real estate in **Chickasaw County, Iowa**, and more particularly described as follows:

Block 9, Fairview Addition to New Hampton, Subdivision of the SE ¼ of Section 7, Township 95, Range 12 West of the 5<sup>th</sup> P.M., containing 1.6 acres.

This conveyance is subject to all easements of record.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.


This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

**CONDITIONS:** Authority and consideration for issuance of this patent are stated in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office as provided in *Iowa Code* Section 9G.6. This conveyance is subject to the conditions imposed by *Iowa Code* Sections 306.22, 306.23, 306.24, and 306.25, including the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of the sale.



I, **Terry E. Branstad**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 21<sup>st</sup> day of January, 2017.

  
Terry E. Branstad, Governor of Iowa

  
Paul D. Pate, Iowa Secretary of State

I hereby certify that the foregoing Patent is recorded in Vol. 27 Page 211 in the State Land Office.

  
Paul D. Pate, Iowa Secretary of State