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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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Iowa Contaminated Site Environmental Covenant

Type of Document

PREPARER INFORMATION: (name, address, phone number)

EcoSource LLC

1001 Raccoon St., Des Moines, IA, 50309

(641)660-1766

TAXPAYER INFORMATION: (name and mailing address)

Winterset Oil Company

Larry Mollin

1201 E Court Ave, Winterset, IA, 50273

RETURN DOCUMENT TO: (name and mailing address)

EcoSource LLC

1001 Raccoon St., Des Moines, IA, 50309

GRANTOR: (name)

Winterset Oil Company

GRANTEE: (name)

Iowa Department of  
Natural Resources

LEGAL DESCRIPTION: (if applicable)

See page: 2

Document or instrument of associated documents previously recorded:  
(if applicable)

**IOWA CONTAMINATED SITE  
ENVIRONMENTAL COVENANT**

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

Winterset Oil Company, hereafter "grantor(s)", and the Iowa Department of Natural Resources (Department) 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 Department in IC chapter 455I, § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 133.

1. **Affected Property.** The grantor(s) is/are the fee title owner(s) of the property located at 1201 E. Court, Winterset, Iowa 50273. The property is legally described as:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (¼) OF THE SOUTHEAST QUARTER (¼) OF SECTION THIRTY-ONE (31), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE CENTER OF SAID SECTION THIRTY-ONE (31), THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 1056.22 FEET TO THE CENTERLINE OF THE EASTERLY EXTENSION OF COURT AVENUE, IN WINTERSET, MADISON COUNTY, IOWA, THENCE NORTH 89°37' EAST, 474.0 FEET ALONG SAID CENTERLINE, THENCE EAST 75.0 FEET ALONG SAID CENTERLINE, THENCE NORTH 40.0 FEET TO THE POINT OF BEGINNING, THENCE NORTH 200.0 FEET, THENCE EAST 200.0 FEET, THENCE SOUTH 200.0 FEET, THENCE WEST 200.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 15 FEET THEREOF.

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

2. **Risk Management and Institutional Controls.** EcoSource, LLC has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 133. The site assessment identified contaminated conditions on the property which may present an unreasonable risk to public health and the environment if certain activities occur on the property. As such, the Director of the Department, pursuant to her authority under IC § 455B.103(7), has determined that an environmental covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this property and establishing certain affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—could result in the Department reopening 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 Department administrative rules.

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**4. Identity of Grantor(s) and Holder(s).**

**GRANTOR(S) and HOLDERS:** Winterset Oil Company

**AGENCY:** Iowa Department of Natural Resources

**5. 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;

**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. Confined Space: No confined spaces shall be installed within the property boundaries. For the purpose of the covenant, a confined space is a basement in a building occupied by humans. Buildings constructed with a concrete slab on grade or buildings constructed without a concrete slab, but with a crawl space are not considered confined spaces. Furthermore, sanitary sewers shall not be constructed within the property boundaries. Sanitary sewers include the utility envelope and septic systems.
- B. Potable Water Wells: No potable water wells shall be installed within the property boundaries. For the purpose of the covenant, a potable water well includes any well that produces water for human consumption, food processing, or medicine manufacturing.
- C. Plastic Water Lines: No pervious water lines or gaskets shall be installed within the property boundaries.

**8. 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 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 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:

- 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 the Department.

**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 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 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 *(date)*, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE *(county name)* COUNTY RECORDER ON *(date)* IN *(document, book and page, or parcel number)*.

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. **Confined Space:** No confined spaces shall be installed within the property boundaries. For the purpose of the covenant, a confined space is a basement in a building occupied by humans. Buildings constructed with a concrete slab on grade or buildings constructed without a concrete slab, but with a crawl space are not considered confined spaces. Furthermore, sanitary sewers shall not

be constructed within the property boundaries. Sanitary sewers include the utility envelope and septic systems.

B. Potable Water Wells: No potable water wells shall be installed within the property boundaries. For the purpose of the covenant, a potable water well includes any well that produces water for human consumption, food processing, or medicine manufacturing.

C. Plastic Water Lines: No pervious water lines or gaskets shall be installed within the property boundaries.

**12. 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.

**13. 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.

**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 Department 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 Madison County Recorder’s Office.

**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 *[INSERT name]* County Recorder’s Office.

**18. 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  
Contaminated Sites  
Wallace State Office Building  
502 E 9<sup>th</sup> Street

Des Moines, IA 50319

**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. The following persons have expressly consented and subordinated interests:

None

**ACKNOWLEDGMENTS**

**GRANTORS and HOLDERS:**

Winterset Oil Company

Winterset Oil Company

State of IA )  
County of Medison ) ss.

On this 8<sup>th</sup> day of Jan, 2024, before me personally appeared Jay Moller, known to me to be the owner of Winterset Oil Company or the lawful designee of Winterset Oil Company, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Staci Shortt  
Notary Public for State of Iowa



**AGENCY:**

Kayla Lyon Signed this 14<sup>th</sup> day of November, 2023  
Kayla Lyon  
Director, Iowa Department of Natural Resources

State of Iowa )  
County of polk ) ss.

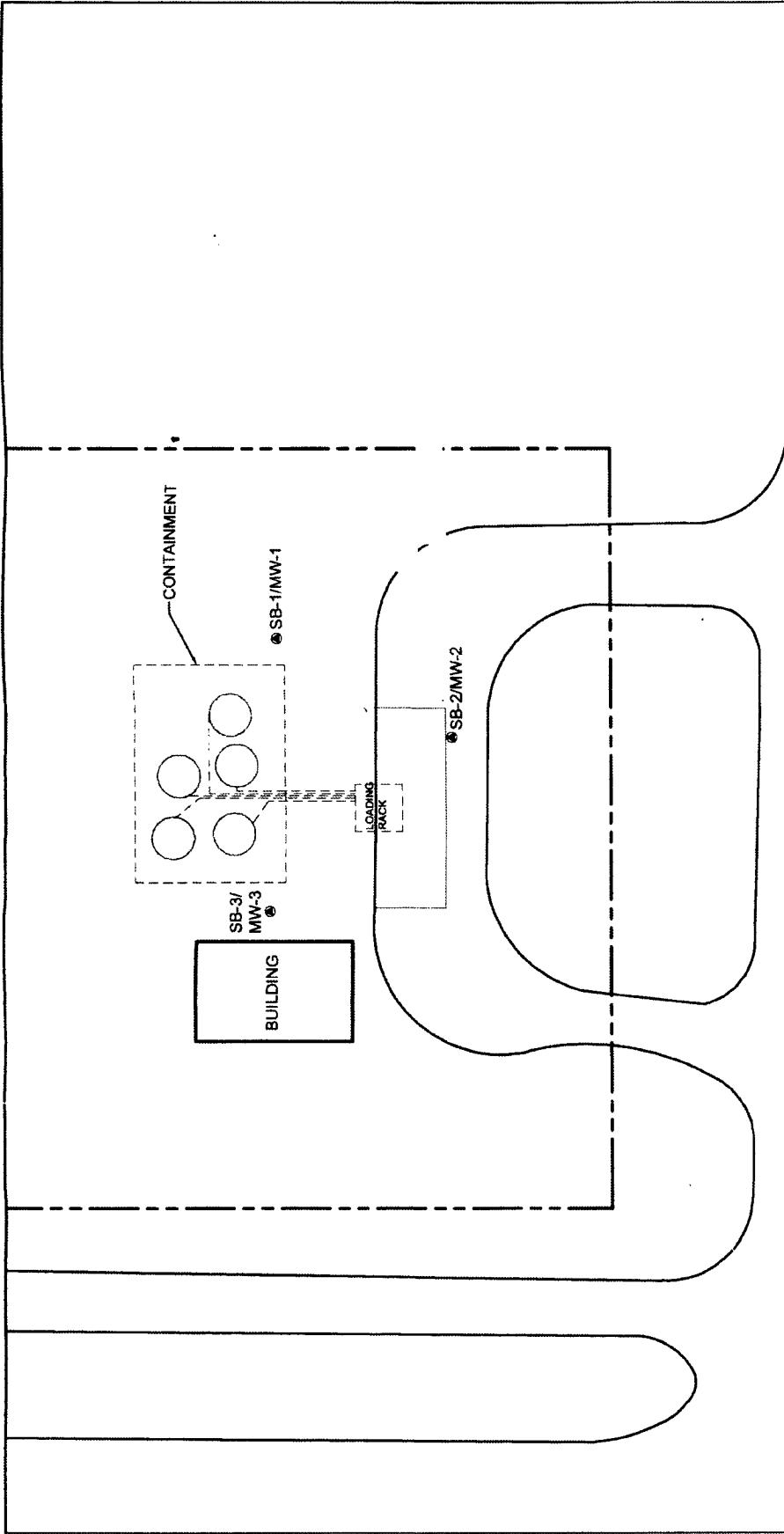
On this 14<sup>th</sup> day of November, 2023, before me personally appeared Kayla Lyon, known to me to be the Acting Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Jennifer Miller  
Notary Public for State of Iowa




APPENDIX 1:  
SITE MAP





EAST COURT AVENUE

<p><b>SITE MAP</b></p>	<p>FEBRUARY 2022</p>	<p><b>ATT 1</b></p>	<p>6424 University Avenue Windsor Heights - IA, 50324 Phone: 515.250.6695 www.ecosourcelwb.com</p> 
<p>WATER SUPPLY GAS LINE SANITARY SEWER UNDERGROUND PIPING PROPERTY BOUNDARY FLOW DIRECTION</p>	<p>WINTERSET OIL - BULK FUEL 1201 E COURT AVENUE WINTERSET, IOWA</p>	<p>MONITORING WELL ABOVE GROUND STORAGE TANK</p>	<p>0 40 FT.</p> 