

1/25
Terracon

4470 48th Avenue Court
Rock Island, Illinois 61201
(309) 788-1500

Date: December 27, 2000

To: Iowa Department of Natural Resources
Underground Storage Tank Section
E 9th & Grand
Des Moines, IA 50319

Attention: Mr. Verne Schrunk

Re: Former B & D Texaco
107 Walcott Road
Walcott, Iowa
LUST No. 8LTG01
Registration No. 8607934

Project No. 42007070

We are transmitting herewith:

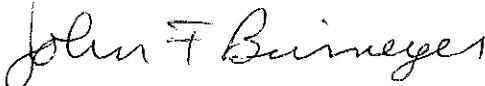
Item	Date	Description
2	12/21/00	Declaration of Restrictive Covenants

Remarks:

In response to your review letter dated November 14, 2000, we are submitting the attached deed restriction documentation for the above referenced site. If you have any questions or we may be of any further assistance, please do not hesitate to contact this office.

Sincerely,
TERRACON

By:



John F. Brimeyer, IA CGP # 1585
Senior Project Manager

cc: Mr. Jim Low (w/o attachments)
N:\A_PROJECT\2000-ri\42007031\mail\0r031t03.doc

GROUNDWATER PROFESSIONAL SUMMARY OF PURPOSE

Based on soil sample analysis, the subject site is classified as "High Risk" for the soil leaching to protected groundwater source pathway at the source. Based on groundwater sample analysis, the subject site is classified as "Low Risk" for the groundwater-protected groundwater source pathway. Implementation of the deed restriction, as the Declaration of Restrictive Covenants, is intended to prohibit the construction or use of drinking water wells or non-drinking water wells at the site and specifically within the source area. By excluding these future activities, the soil leaching to protected groundwater source pathway can be reclassified as "No Action Required". The site can be reclassified as "Low Risk" based on the groundwater-protected groundwater source pathway as indicated in the Site Monitoring Report.

November 29, 2000

Iowa Department of Natural Resources (DNR)
Underground Storage Tank Section
Wallace State Office Building
Des Moines, IA 50319

Re: Restrictive Covenant Certification
Former B & D Texaco
Walcott, Iowa
UST No. 8607934
DNR LUST # 8LTG01

Dear DNR:

I, Frank P. Low, as the party or agent responsible for meeting Iowa Department of Natural Resources standards applicable to the above UST facility, am attaching a copy of a restrictive covenant applicable to property located at 107 Walcott Road, Walcott, Iowa. This letter is to certify that I have conducted a thorough search of the real estate records and have identified the following legal and equitable interests in the property as described in the attached instruments:

The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument, as shown on attached Warranty Deeds recorded by the Scott County, Iowa Office of the Recorder at Book of Deeds 325, Page 479 and Book of Deeds 259, Page 258:

1. Quint-Cities Petroleum Co.
P.O. Box 400
Moline, IL 61265
(309) 764-2435

This letter further certifies that all parties having a fee title interest in the property and all contact sellers, buyers and assignees have signed the attached Restrictive Covenant. This letter further certifies that all parties having an equitable interest such as mortgagees, leaseholders, and holders of consensual liens have signed an attached subordination and consent agreement.

Sincerely,



Frank P. Low
President

Terracon	John Brimeyer	4470 48 th Avenue Court	Rock Island, IL	(309) 788-1500
Preparer	Individual's Name	Address	City, State	Tel.
Information				number

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 21 day of December, 2000

WHEREAS, Quint-Cities Petroleum Co. ("Declarant"), own certain real property, ("Property") located at 107 Walcott Road, Walcott, Iowa in Scott County, Iowa, more fully described on Exhibit "A", attached hereto, and incorporated herein by this reference;

WHEREAS, Declarant desires to obtain a "no further action" certificate ("Certificate") from the Iowa Department of Natural Resources ("DNR") for the site with DNR file reference, LUST No. 8LTG01; and

WHEREAS, the DNR will not issue the Certificate unless Declarant executes and files this Declaration;

NOW, THEREFORE, Declarant hereby publishes and declares that the Property shall be held, sold and conveyed subject to the following covenants, all of which are for the purpose of protecting the value and desirability of the Property and all of which shall run with the land and shall be a burden and a benefit to, and shall be binding upon, Declarant, Declarant's successors and assigns, and all parties acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators, and devisees.

I. Restrictions

Installation or use of potable drinking water wells or non-drinking water wells will be prohibited.

V. Enforcement

If any person shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the DNR or any person holding any lien or other interest in the Property to prosecute a proceeding in equity to enjoin the person from such violation.

V. Term of Covenants

The covenants contained herein shall be deemed covenants running with the land, and shall remain in full force and effect until the earlier of the termination of these covenants by the Declarant, or by Declarant's successors and assigns, or twenty-one (21) years after the date on these covenants are recorded in the Office of the County Recorder of the county where the Property is located. These covenants may be extended for successive twenty-one (21) year periods by the filing of a verified claim in accordance with *Iowa Code § 614.24*, which verified claim may be filed by the DNR or any party holding any lien or other interest in the Property.

V. Severability

Invalidation of any portion of these covenants by judgment of any court shall in no way affect any of the other covenants contained herein, which shall remain in full force and effect.

V. Termination of Covenants

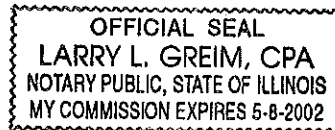
The covenants contained herein shall terminate twenty-one years after the date these covenants were recorded in the Office of the County Recorder, unless extended in accordance with Iowa Code § 614.24; provided, however, that the Declarant, or the Declarant's successors and assigns, may execute and file a notice of termination in the Office of the County Recorder of the county where the Property is located.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

Quint-Cities Petroleum Co.
(Name of Declarant)

By: James O. Low
Its: President

STATE OF ILLINOIS)
)SS.
COUNTY OF Rock Island)



On this 21st day of December, 2000, before me personally appeared Frank P. Low, who being duly sworn, did say that he is the President of said corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

Larry L. Greim CPA
Notary Public, in and for said county and state

EXHIBIT "A"

The Legal Description for the subject site, as referenced in the attached Warranty Deeds and shown on the attached Plat Map is as follows:

LOT 1 – Book 259, Page 258

A tract located in the North East $\frac{1}{4}$ of Section 6 Township 78 North, Range 2 East of the 5th P.M., more particularly described as follows: Commencing at the Northwest corner of the North East $\frac{1}{4}$ of said Section 6; thence East along the North line of said Section 6, 234.67 feet; thence due South 138 feet; thence due West parallel with the North line of said Section 6, 234.67 feet to the center line of the Walcott-Dixon Road; thence North along the center line of said Walcott-Dixon Road 138 feet to the place of beginning.

And

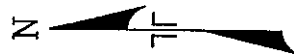
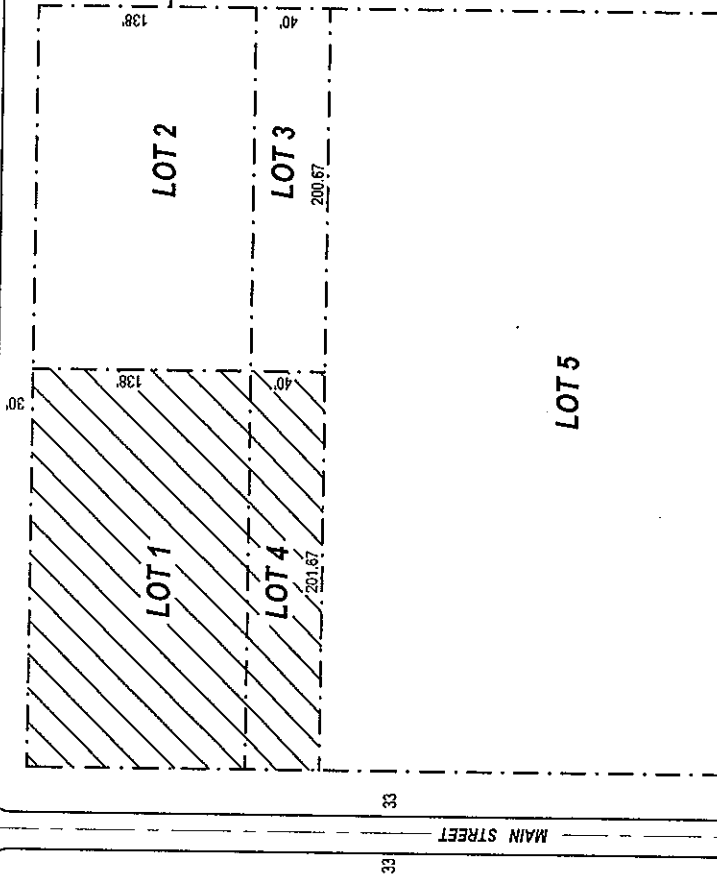
LOT 4 – Book 325, Page 479

Part of the Northeast Quarter of Section 6; Township 78 North, Range 2 East of the 5th P.M., being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 6; thence South $00^{\circ} 32'$ West 138 feet; thence East 33 feet to the point of beginning; thence East 201.67 feet; thence South $00^{\circ} 32'$ West 40 feet; thence West 201.67 feet; thence North $00^{\circ} 32'$ East 40 feet to the point of beginning.

NW CORNER OF NE 1/4
SECTION T78N, R2E

HIGHWAY 6

60'



LEGEND

--- PROPERTY LINE

▨ SUBJECT SITE

PLAT MAP
SITE MONITORING REPORT
QUINT CITIES CADR
HIGHWAY 6
WALCOTT, IOWA

Terracon

4470 48th Avenue Court
Rock Island, Illinois 61201

Project Mgr:	JFB	Project No.	42007031
Designed By:	JFB	Scale:	AS SHOWN
Drawn By:	MRF	File No.	42007031-3P
Checked By:	JFB	Date:	OCT 2000
Approved By:	JFB	Figure No.	3P

WARRANTY DEED

No. 861

Lester H. Roehs and Wife
STATE OF IOWA,

to Quint-Cities Petroleum Co.

Scott
COUNTYFiled for record this 12th day of December, A.D. 1961,
at 9:31 o'clock A.M., and recorded in Book 259 of Deeds
on page 258.

Fees, \$ 2.00 Paid

Recording Fee \$ 1.50

Transfer Fee \$.50

Recorder

Deputy

KNOW ALL MEN BY THESE PRESENTS: That LESTER H. ROEHS and ROMA H.
ROEHS, Husband and Wife,In consideration of the sum of One (\$1.00) Dollar and other valuable consideration
in hand paid, do hereby sell and convey unto

QUINT-CITIES PETROLEUM CO., an Illinois Corporation

and to its heirs and assigns
the following described real estate situated in Scott County, Iowa, to-wit:

A tract located in the North East 1/4 of Section 6 Town-
ship 78 North, Range 2 East of the 5th P.M., more
particularly described as follows: Commencing at the
Northwest corner of the North East 1/4 of said Section
6; thence East along the North line of said Section
6, 234.67 feet; thence due South 138 feet; thence West
parallel with the North line of said Section 6, 234.67
feet to the center of the Walcott-Dixon Road; thence
North along the center line of said Walcott-Dixon Road
138 feet to the place of beginning.



And grantors hereby covenant with the said grantee that they are lawfully seized of said
premises; that said premises are free from encumbrance; that grantors have good right and law-
ful authority to sell and convey the same and hereby covenant to warrant and defend the title to
said premises against the lawful claims of all persons whomsoever.

and said grantors fail-
quish all contingent rights in and to said real estate including rights of dower and homestead.
Dated this 11th day of December, A.D. 1961.

Lester H. Roehs
Lester H. Roehs
Roma H. Roehs
Roma H. Roehs

STATE OF IOWA Scott County, ss:

On this 11th day of December, A.D. 1961, before me, the under-
signed, a Notary Public in and for said County and State personally appeared
LESTER H. ROEHS and ROMA H. ROEHS, Husband and wife,

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

J. David Wilson
Notary Public in and for said County and State

6128

BOOK 325 PAGE 479

WARRANTY DEED

Number

Carl A. Raddi and wife to Quint-Cities Petroleum Co.
 STATE OF IOWA,) Filed or record this 9th day of May, A.D. 1969
 SCOTT COUNTY,) at 11:30 A.M. and recorded in Book 325 of Deeds
 on page 479.
 For \$2.00 Paid Recording Fee \$1.50
 Notary Fee .50

Recorder

Deputy

KNOW ALL MEN BY THESE PRESENTS: That

Carl A. Raddi, also known as Carl Raddi, and Annie E. Raddi,
 his wife,

In consideration of the sum of \$500.00

in hand paid by the grantee herein, do hereby sell and convey unto (Quint-Cities
 Petroleum Co., an Indiana Corporation

and to its heirs, assigns and assigns
 the following described real estate situated in Scott County, Iowa, to-wit:

Part of the Northeast Quarter of Section 6, Township 78 North,
 Range 2 East of Range 3 E.M., being more particularly described
 as follows: Commencing at the Northwest corner of the North-
 east Quarter of said Section 6; thence South 00° 32' 11" West
 110 feet; thence East 32 feet to the point of beginning; thence
 East 201.67 feet; thence South 00° 32' 11" West 40 feet; thence
 West 201.67 feet; thence North 00° 32' 11" East 40 feet to the
 point of beginning.

Grantors agree that the consideration for this deed includes
 the 1968 State and County taxes to be paid in 1969 and grantors
 will pay such taxes before they are delinquent.

The consideration for this deed is less than \$1,000.00.

And grantors hereby covenant with the said grantee that they are lawfully seized of said
 premises; that said premises are free from encumbrance;
 that grantors have good right and lawful authority to sell and convey the same and hereby cove-
 nant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever
 and said grantors re-
 quish all contingent rights in and to said real estate, including rights of dower and homestead.

Dated this 30th day of January, A.D. 1969.

Carl A. Raddi

Carl A. Raddi

Annie E. Raddi

Annie E. Raddi

STATE OF IOWA, SCOTT COUNTY, ss:

On this 30th day of January, A.D. 1969, before me, the undersigned, a
 Notary Public in and for said County and State personally appeared

Carl A. Raddi, also known as Carl Raddi, and Annie E. Raddi,

his wife, to me known to be the persons named in and who executed the foregoing in-
 strument and acknowledged that they executed the same as their
 voluntary act and deed.

Notary Public in and for said County and State

Clemens A. Werner

VKS

GROUNDWATER PROFESSIONAL SUMMARY OF PURPOSE

Based on soil sample analysis, the subject site is classified as "High Risk" for the soil leaching to protected groundwater source pathway at the source. Based on groundwater sample analysis, the subject site is classified as "Low Risk" for the groundwater-protected groundwater source pathway. Implementation of the deed restriction, as the Declaration of Restrictive Covenants, is intended to prohibit the construction or use of drinking water wells or non-drinking water wells at the site and specifically within the source area. By excluding these future activities, the soil leaching to protected groundwater source pathway can be reclassified as "No Action Required". The site can be reclassified as "Low Risk" based on the groundwater-protected groundwater source pathway as indicated in the Site Monitoring Report.

November 29, 2000

Iowa Department of Natural Resources (DNR)
Underground Storage Tank Section
Wallace State Office Building
Des Moines, IA 50319

Re: Restrictive Covenant Certification
Former B & D Texaco
Walcott, Iowa
UST No. 8607934
DNR LUST # 8LTG01

Dear DNR:

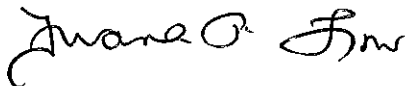
I, Frank P. Low, as the party or agent responsible for meeting Iowa Department of Natural Resources standards applicable to the above UST facility, am attaching a copy of a restrictive covenant applicable to property located at 107 Walcott Road, Walcott, Iowa. This letter is to certify that I have conducted a thorough search of the real estate records and have identified the following legal and equitable interests in the property as described in the attached instruments:

The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument, as shown on attached Warranty Deeds recorded by the Scott County, Iowa Office of the Recorder at Book of Deeds 325, Page 479 and Book of Deeds 259, Page 258:

1. Quint-Cities Petroleum Co.
P.O. Box 400
Moline, IL 61265
(309) 764-2435

This letter further certifies that all parties having a fee title interest in the property and all contact sellers, buyers and assignees have signed the attached Restrictive Covenant. This letter further certifies that all parties having an equitable interest such as mortgagees, leaseholders, and holders of consensual liens have signed an attached subordination and consent agreement.

Sincerely,



Frank P. Low
President

Terracon	John Brimeyer	4470 48 th Avenue Court	Rock Island, IL	(309) 788-1500
Preparer Information	Individual's Name	Address	City, State	Tel. number

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this 21 day of December, 2000

WHEREAS, Quint-Cities Petroleum Co. ("Declarant"), own certain real property, ("Property") located at 107 Walcott Road, Walcott, Iowa in Scott County, Iowa, more fully described on Exhibit "A", attached hereto, and incorporated herein by this reference;

WHEREAS, Declarant desires to obtain a "no further action" certificate ("Certificate") from the Iowa Department of Natural Resources ("DNR") for the site with DNR file reference, LUST No. 8LTG01; and

WHEREAS, the DNR will not issue the Certificate unless Declarant executes and files this Declaration;

NOW, THEREFORE, Declarant hereby publishes and declares that the Property shall be held, sold and conveyed subject to the following covenants, all of which are for the purpose of protecting the value and desirability of the Property and all of which shall run with the land and shall be a burden and a benefit to, and shall be binding upon, Declarant, Declarant's successors and assigns, and all parties acquiring or owning any right, title, lien or interest in the Property and their heirs, successors, assigns, grantees, executors, administrators, and devisees.

I. Restrictions

Installation or use of potable drinking water wells or non-drinking water wells will be prohibited.

V. Enforcement

If any person shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the DNR or any person holding any lien or other interest in the Property to prosecute a proceeding in equity to enjoin the person from such violation.

V. Term of Covenants

The covenants contained herein shall be deemed covenants running with the land, and shall remain in full force and effect until the earlier of the termination of these covenants by the Declarant, or by Declarant's successors and assigns, or twenty-one (21) years after the date on these covenants are recorded in the Office of the County Recorder of the county where the Property is located. These covenants may be extended for successive twenty-one (21) year periods by the filing of a verified claim in accordance with *Iowa Code § 614.24*, which verified claim may be filed by the DNR or any party holding any lien or other interest in the Property.

V. Severability

Invalidation of any portion of these covenants by judgment of any court shall in no way affect any of the other covenants contained herein, which shall remain in full force and effect.

V. Termination of Covenants

The covenants contained herein shall terminate twenty-one years after the date these covenants were recorded in the Office of the County Recorder, unless extended in accordance with Iowa Code § 614.24; provided, however, that the Declarant, or the Declarant's successors and assigns, may execute and file a notice of termination in the Office of the County Recorder of the county where the Property is located.

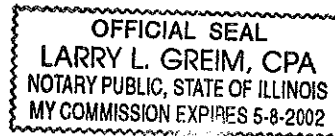
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

Quint-Cities Petroleum Co.

(Name of Declarant)

By: *Arana O. Jwi*
Its: President

STATE OF ILLINOIS)
)SS.
COUNTY OF Rock Island)



On this 21st day of December, 2000, before me personally appeared Frank P. Low, who being duly sworn, did say that he is the President of said corporation, that (the seal affixed to said instrument is the seal of said corporation or no seal has been procured by said corporation) and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by them voluntarily executed.

Larry L. Greim CPA
Notary Public, in and for said county and state

EXHIBIT "A"

The Legal Description for the subject site, as referenced in the attached Warranty Deeds and shown on the attached Plat Map is as follows:

LOT 1 – Book 259, Page 258

A tract located in the North East $\frac{1}{4}$ of Section 6 Township 78 North, Range 2 East of the 5th P.M., more particularly described as follows: Commencing at the Northwest corner of the North East $\frac{1}{4}$ of said Section 6; thence East along the North line of said Section 6, 234.67 feet; thence due South 138 feet; thence due West parallel with the North line of said Section 6, 234.67 feet to the center line of the Walcott-Dixon Road; thence North along the center line of said Walcott-Dixon Road 138 feet to the place of beginning.

And

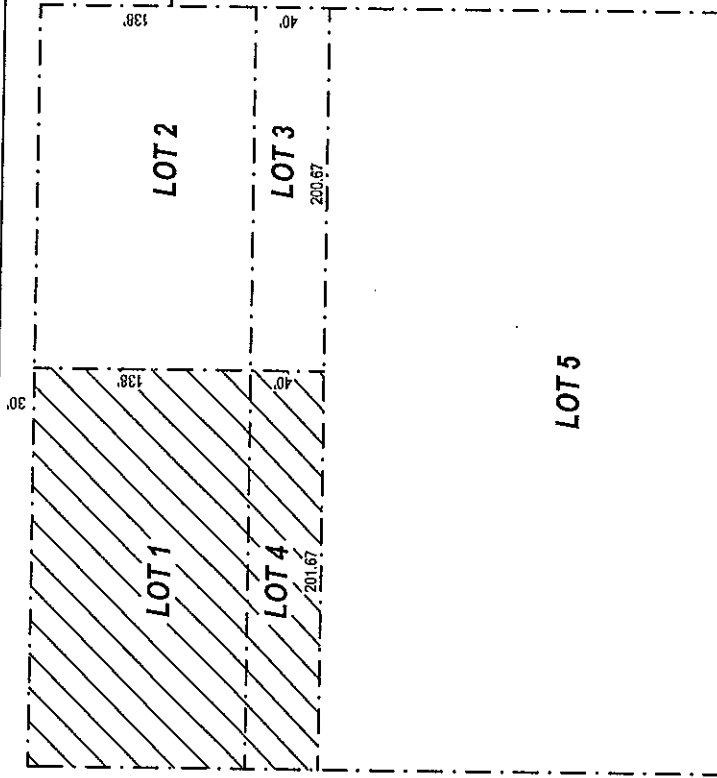
LOT 4 – Book 325, Page 479

Part of the Northeast Quarter of Section 6; Township 78 North, Range 2 East of the 5th P.M., being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 6; thence South $00^{\circ} 32'$ West 138 feet; thence East 33 feet to the point of beginning; thence East 201.67 feet; thence South $00^{\circ} 32'$ West 40 feet; thence West 201.67 feet; thence North $00^{\circ} 32'$ East 40 feet to the point of beginning.

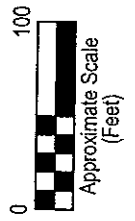
NW CORNER OF NE 1/4
SECTION 778N, R2E

HIGHWAY 6

60'



MAIN STREET



LEGEND

— — — — — PROPERTY LINE

▨ SUBJECT SITE

PLAT MAP
SITE MONITORING REPORT
QUINT CITIES CADR
HIGHWAY 6
WALCOTT, IOWA

Terracon

4470 45th Avenue Court
Rock Island, Illinois 61201

Project Mgr:	JFB	Project No.	4207031
Designed By:	JFB	Scale:	AS SHOWN
Drawn By:	NFF	File No.	4207031.JP
Checked By:	JFB	Date:	OCT 2000
Approved By:	JFB	Figure No.	3P

BOOK 259 PAGE 258 13779

WARRANTY DEED No. 601

Lester H. Roehs and Wife to Quint-Cities Petroleum Co.
STATE OF IOWA, Filed for record this 12th day of December, A. D. 1961,
at 9:31 o'clock A. M., and recorded in Book 259 of Deeds
County on page 258.

Fees, \$ 2.00 Paid Recording Fee \$ 1.50
Transfer Fee \$ 0.50

Recorder
Deputy

KNOW ALL MEN BY THESE PRESENTS: That LESTER H. ROEHS and ROMA H. ROEHS, Husband and Wife,

In consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand paid, do hereby sell and convey unto
QUINT-CITIES PETROLEUM CO., an Illinois Corporation

and to its heirs and assigns
the following described real estate situated in Scott County, Iowa, to-wit:

A tract located in the North East 1/4 of Section 6 Township 70 North, Range 2 East of the 5th P.M., more particularly described as follows: Commencing at the Northwest corner of the North East 1/4 of said Section 6; thence East along the North line of said Section 6; 234.67 feet; thence due South 138 feet; thence West parallel with the North line of said Section 6, 234.67 feet to the center of the Walcott-Dixon Road; thence North along the center line of said Walcott-Dixon Road 138 feet to the place of beginning.

And grantors hereby covenant with the said grantee that they are lawfully seized of said premises; that said premises are free from encumbrance; that grantors have good right and lawful authority to sell and convey the same and hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever

and said grantors relinquish all contingent rights in and to said real estate including rights of dower and homestead.

Dated this 11th day of December, A. D. 1961

Lester H. Roehs
Roma H. Roehs

STATE OF IOWA Scott County, ss:

On this 11th day of December, A. D. 1961, before me, the undersigned, a Notary Public in and for said County and State personally appeared
LESTER H. ROEHS and ROMA H. ROEHS, Husband and wife,

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

Notary Public in and for said County and State

6128

BOOK 325 PAGE 479

WARRANTY DEED

Number

Carl A. Raddi and wife to Quint-Oities Petroleum Co.
 STATE OF IOWA, ss. filed for record this 3th day of May, A.D. 1969
 SCOTT COUNTY, ss. at 2:00 o'clock A.M. and recorded in Book 325 of Deeds
 on page 479.
 Fee \$2.00 Paid \$1.50
 Recording Fee \$1.50
 Tax \$1.50
 Recorder
 Deputy

KNOW ALL MEN BY THESE PRESENTS That

Carl A. Raddi, also known as Carl Raddi, and Annie E. Raddi,
 his wife,

In consideration of the sum of \$500.00

herein paid by the grantee, do hereby sell and convey unto Quint-Oities
 Petroleum Co., an Indiana corporation,

and to have its heirs and assigns

the following described real estate situated in Scott County, Iowa, to-wit:

Part of the Northwest Quarter of Section 6, Township 78 North,
 Range 2 East of R-5th E.M., being more particularly described
 as follows: Commencing at the Northwest corner of the North-
 east Quarter of said Section 6; thence South 00° 32' West
 138 feet; thence East 33 feet to the point of beginning; thence
 East 201.67 feet; thence South 00° 32' West 40 feet; thence
 West 201.67 feet; thence North 00° 32' East 40 feet to the
 point of beginning.

Grantors agree that the consideration for this deed includes
 the 1968 State and County taxes to be paid in 1969 and Grantors
 will pay such taxes before they are delinquent.

The consideration for this deed is less than \$1,000.00.

And Grantors hereby covenant with the said grantee that they are lawfully seized of said
 premises; that said premises are free from encumbrance;
 that Grantors have good right and lawful authority to sell and convey the same and hereby cove-
 nant, warrant and defend the title to said premises against the lawful claims of all persons whomsoever
 and said grantors relinquish all contingent rights in and to said real estate including rights of dower and homestead.

Dated this 30th day of January, A.D. 1969.

Carl A. Raddi

Annie E. Raddi

STATE OF IOWA, SCOTT COUNTY, ss.

On this 30th day of January, A.D. 1969, before me, the undersigned, a
 Notary Public in and for said County and State personally appeared

Carl A. Raddi, also known as Carl Raddi, and Annie E. Raddi,

his wife, to me known to be the persons named in and who executed the foregoing in-
 strument and acknowledged that they executed the same as their
 voluntary act and deed.

Clemens A. Werner
 Notary Public in and for said County and State.