This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

COLORADO INTERSTATE GAS COMPANY grants an Environmental Covenant ("Covenant") this __2nd_ day of __October_____, 2007_ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, COLORADO INTERSTATE GAS COMPANY is the owner of certain property, commonly referred to as the Kit Carson Compressor Station, located at 3073 U.S. Highway 287, Eads, Cheyenne County, Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to the February, 2006 INTEGRATED CORRECTIVE ACTION PLAN, the Property is the subject of enforcement and remedial action pursuant to the *Colorado Hazardous Waste Act, § 25-15-301, et. seq. ("CHWA)* and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by *prohibiting the use of first encountered groundwater beneath the Property, for any purpose.*

WHEREAS, COLORADO INTERSTATE GAS COMPANY desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind COLORADO INTERSTATE GAS COMPANY and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department *and Colorado Interstate Gas Company, a subsidiary of El Paso Corporation.*

NOW, THEREFORE, COLORADO INTERSTATE GAS COMPANY hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property in perpetuity and be binding on COLORADO INTERSTATE GAS COMPANY and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or

placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use restrictions *The use, in any manner, of the first encountered perched water, located beneath the Property is prohibited. The first encountered perched water is encountered from approximately 17 feet to 39 feet below ground surface. This limitation does not apply to the installation or use of any monitoring or treatment well on the Property used solely to obtain samples for analysis and/or conduct remediation at, on, under, or arising from or relating to, the property.*

The Owner shall conduct groundwater monitoring activities as specified in the approved Kit Carson Compressor Station Groundwater Monitoring Plan. The plan and any amendments thereto are on file at the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Records Center.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) a proposal to perform additional remedial work;
b) new information regarding the risks posed by the residual contamination;
c) information demonstrating that residual contamination has diminished;
d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
e) other appropriate supporting information.

3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.

4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

5) Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant *[and, if applicable ", nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary."]*

8) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. Colorado Interstate Gas, a subsidiary of El Paso Corporation may file suit in district court to enjoin actual or threatened violations of this Covenant.

9) Owner's Compliance Certification OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

10) Notices Any document or communication required under this Covenant shall be sent or directed to:

Mr. Walter Avramenko
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Colorado Interstate Gas Company Contact:

Mr. Stephen Dines
Colorado Interstate Gas
Two North Nevada
Colorado Springs, CO 80903
(719) 329-6533
stephen.dines@elpaso.com

COLORADO INTERSTATE GAS COMPANY, has caused this instrument to be executed this 2nd day of October, 2007.
COLORADO INTERATE GAS COMPANY

By: Matt J. Mask,
Title: Matt J. Mask, Director of Operations,

STATE OF Colorado)
) ss:
COUNTY OF Cheyenne)

The foregoing instrument was acknowledged before me this 4 day of October, 2007 by MATT J MASK on behalf of COLORADO INTERSTATE GAS COMPANY

Jeanne Ransberger
Notary Public
3 NEVADA AVE
Address COLO SPGS CO 80903

My commission expires: _____

Accepted by the Colorado Department of Public Health and Environment this 14th day of November, 2007.

JEANNE RANSBERGER
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 3/21/2011

By: Gary W. Baughman
Title: Director, HMWMD

STATE OF Colorado)
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14 day of NOVEMBER 2007 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M. Ferris
Notary Public
4300 Cherry Creek Dr So
Address
Denver, CO 80246

My commission expires: OCT 21, 2011