



**MODIFICATION OF ENVIRONMENTAL COVENANT HELD
BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT PURSUANT TO SECTION 25-15-321,
COLORADO REVISED STATUTES**

1. This instrument modifies the Environmental Covenant (“Covenant”) from Colorado Bumper Exchange, Inc., as **grantor**, to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment (“the Department”), as **grantee**, pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Covenant was recorded on February 6, 2009, at Reception No. 36.00 in Book 0.00, Page 36.00 in Pueblo County, Colorado. The Department’s address is 4300 Cherry Creek Drive South, Denver, CO 80246-1530.
2. Bonnie Kathryn Martinez is the owner of that certain property commonly referred to as the Martinez Property, located at 4804 Dillon Drive, Pueblo, 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”).
3. Pursuant to Compliance Order on Consent No. 04-11-22-01, the Property was the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, § 25-15-301, *et seq.* (“CHWA”).
4. Bonnie Kathryn Martinez requested that the Department modify the Covenant in accordance with § 25-15-321, C.R.S. and Paragraph 2 of the Covenant. On May 10, 2010, the Department approved the proposed modification with certain conditions. Except as explicitly provided in paragraphs 5 and 6 below, all provisions of the Covenant remain in full force and effect.
5. Paragraph 1) a) vi) of the Covenant is modified to read as follows:

Digging, drilling, or any other excavation or disturbance that will breach the southern half of the concrete floor or disturb material beneath the southern half of the concrete floor within the building depicted in Attachment B.
6. Attachment B of the Covenant is replaced by Attachment B of this covenant modification.
7. This modification is effective as of the date of execution of this instrument.



The Colorado Department of Public Health and the Environment has caused this instrument to be executed this 7th day of October, 2010.

Colorado Department of Public Health and the Environment

By: Gary W. Baughman

Title: Director, AMWMD

STATE OF COLORADO)

) ss:

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7 day of OCTOBER 2010 by GARY W. BAUSHMAN on behalf of the Colorado Department of Public Health and the Environment.

Witness my hand and official seal.

Claudette M. Finis
Notary Public

4300 Cherry Creek Dr So
Address

Denver, CO 80246

My commission expires: October 21, 2011

ATTACHMENT A

Property Legal Description:

Lot 2, Block 1

Fountain Park Commercial Center Subdivision

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Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



ATTACHMENT B

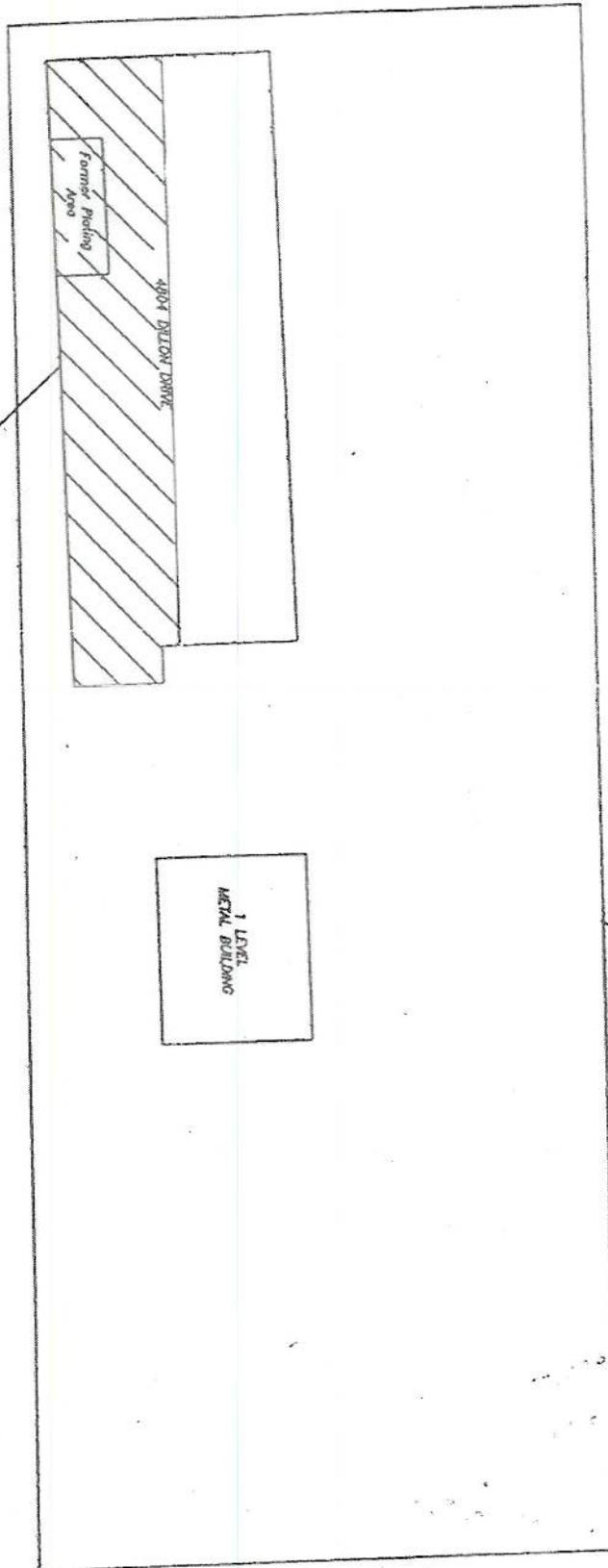
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Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



1872006
10/22/2011
10/22/2011
10/22/2011

DILLON DRIVE

Soil Disturbance Prohibited



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Gilbert Ortiz Clerk/Recorder: Pueblo County, Co



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 Bumper Exchange, Inc. grants an Environmental Covenant ("Covenant") this 28 day of October, 2008 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 Bumper Exchange, Inc. is the owner of certain property commonly referred to as Colorado Bumper Exchange, located at 4804 Dillon Drive, Pueblo, 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 Compliance Order On Consent No. 04-11-22-01 between the Department and Colorado Bumper Exchange, Inc., 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 restricting uses of the Property that could, if engaged in, lead to adverse impacts to human health or the environment; and

WHEREAS, Colorado Bumper Exchange, Inc. 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 Bumper Exchange, Inc. 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.

NOW, THEREFORE, Colorado Bumper Exchange, Inc. 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 Bumper Exchange, Inc. 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

Environmental Covenant from Colorado Bumper Exchange, Inc.
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- 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 The 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 The 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 The 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.
- 8) Enforcement The Department may enforce the terms of this Covenant pursuant to C.R.S. §25-15-322. Colorado Bumper Exchange, Inc. may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 9) Owner's Compliance Certification The OWNER shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by Colorado Bumper Exchange, Inc., detailing the 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:

Hazardous Waste Corrective Action Unit Leader
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530



Environmental Covenant from Colorado Bumper Exchange, Inc.
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Colorado Bumper Exchange, Inc. has caused this instrument to be executed this 28 day of October, 2008

Colorado Bumper Exchange, Inc.

By: [Signature]

Title: President

STATE OF Colorado)
COUNTY OF Jefferson) ss:

The foregoing instrument was acknowledged before me this 10/28 2008 day of October by [Signature] on behalf of Colorado Bumper Exchange, Inc.



Yelena McCaslin
Notary Public

Address _____

My commission expires: January 2012



ATTACHMENT A

Colorado Bumper Exchange Property Legal Description: Lot 2, Block 1, Fountain Park
Commercial Center Subdivision

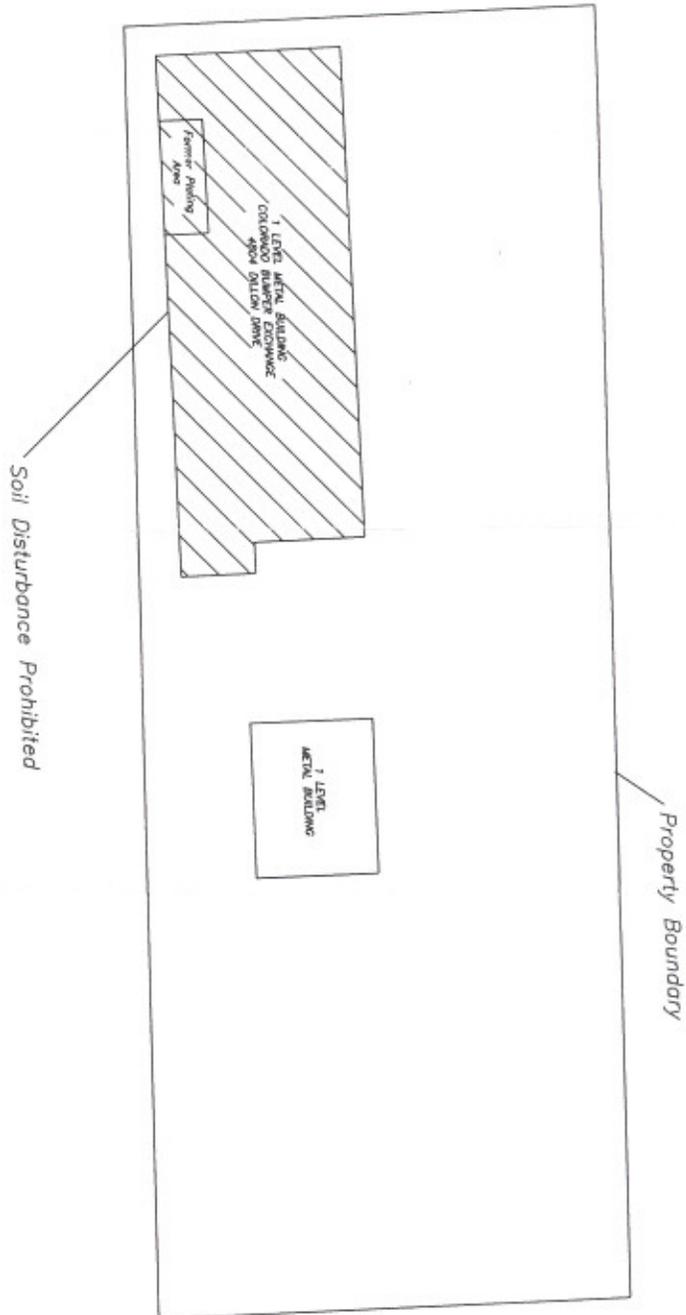
1795164 ENV_COVT 02/06/2009 10:07:09 AM
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Gilbert Ortiz Clerk/Recorder, Pueblo County, Co





ERO
ERO Resources Corp.
1542 Chestnut Street
Denver, CO 80202
(303) 420-1188
Fax: 303-1199

DILLON DRIVE



North
Scale: 1" = 60'

Attachment B
Environmental Covenant
Colorado Bumper Exchange
4804 Dillon Drive, Pueblo, CO
Prepared for: Colorado Bumper Exchange
File: P/2/06/Environmental Covenant/Attachment B.dwg
September 2008