ROBERT C. "BOB" BALINK El Paso County, CO
02/17/2010 04:33:48 PM
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Rec $41.00 1 of 8
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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

Weatherford Artificial Lift Systems, Inc. grants an Environmental Covenant ("Covenant") this 2nd day of March, 2009 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, Weatherford Artificial Lift Systems, Inc. is the owner of certain property commonly referred to as Weatherford Artificial Lift, located at 3445 Marksheffel Road, Colorado Springs, 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 a January 15, 2002, 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 restricting uses of the Property that could, if engaged in, lead to adverse impacts to human health or the environment; and

WHEREAS, Weatherford Artificial Lift Systems, 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 Weatherford Artificial Lift Systems, 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, Weatherford Artificial Lift Systems, 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 Weatherford Artificial Lift Systems, 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

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

1) Use restrictions

   a) The following uses are prohibited on the Property:

      i) Residential use;

      ii) Gardening or Agricultural use;

      iii) Day care facilities, playgrounds or other uses where children could be exposed;

      iv) Water storage in detention/retention ponds and man-made lakes or ponds. With the exception of the 200,000 gallon water bladder (depicted in Attachment B) or any future replacement water storage vessels constructed in the exact same location;

      v) Pumping or otherwise extracting groundwater from a depth of less than 300 feet below ground surface for any use, including but not limited to domestic, agricultural, and/or commercial use. For the purpose of this restriction, "groundwater" means subsurface waters in a zone of saturation that are or can be brought to the surface of the ground or to the surface waters through wells, springs, seeps or other discharge areas.

   b) Notwithstanding the limitation in paragraph 1.a.v., groundwater samples may be withdrawn from monitoring wells for analysis as required by the January 15, 2002 Corrective Action Plan.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. The 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 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. Weatherford Artificial Lift Systems, 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 and annual Report to the Department, on the anniversary of the date this Covenant was signed by Weatherford Artificial Lift Systems, 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

Weatherford Artificial Lift Systems, Inc. has caused this instrument to be executed this 2nd day of March, 2009.

Weatherford Artificial Lift Systems, Inc.

By: _____

Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 2nd day of March, 2009 by Burt M. Martin on behalf of Weatherford Artificial Lift Systems, Inc.

_____
Notary Public

KATHLEEN A. MARINO
MY COMMISSION EXPIRES
March 7, 2012

515 Post Oak Blvd
Address

Houston TX 77027

My commission expires: March 7, 2012

Accepted by the Colorado Department of Public Health and Environment this 5th day of February 2010.

By: Gary W. Baughman

Title: Director, HMWMD

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5 day of FEBRUARY, 2010 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: October 21, 2011

CLAUDETTE M. FERRIS NOTARY PUBLIC STATE OF

Our Order No: SC55028402

LEGAL DESCRIPTION

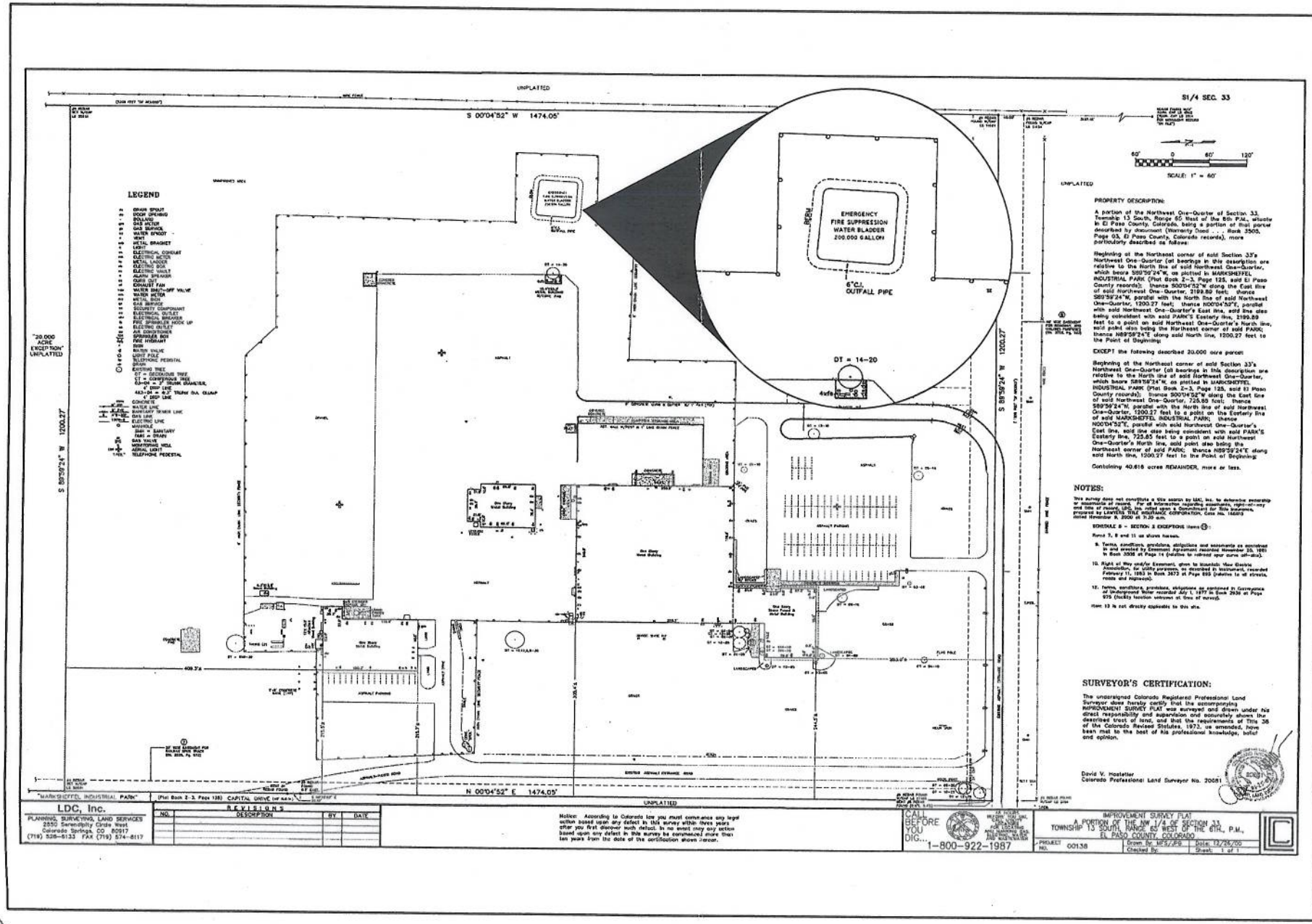
PARCEL A:

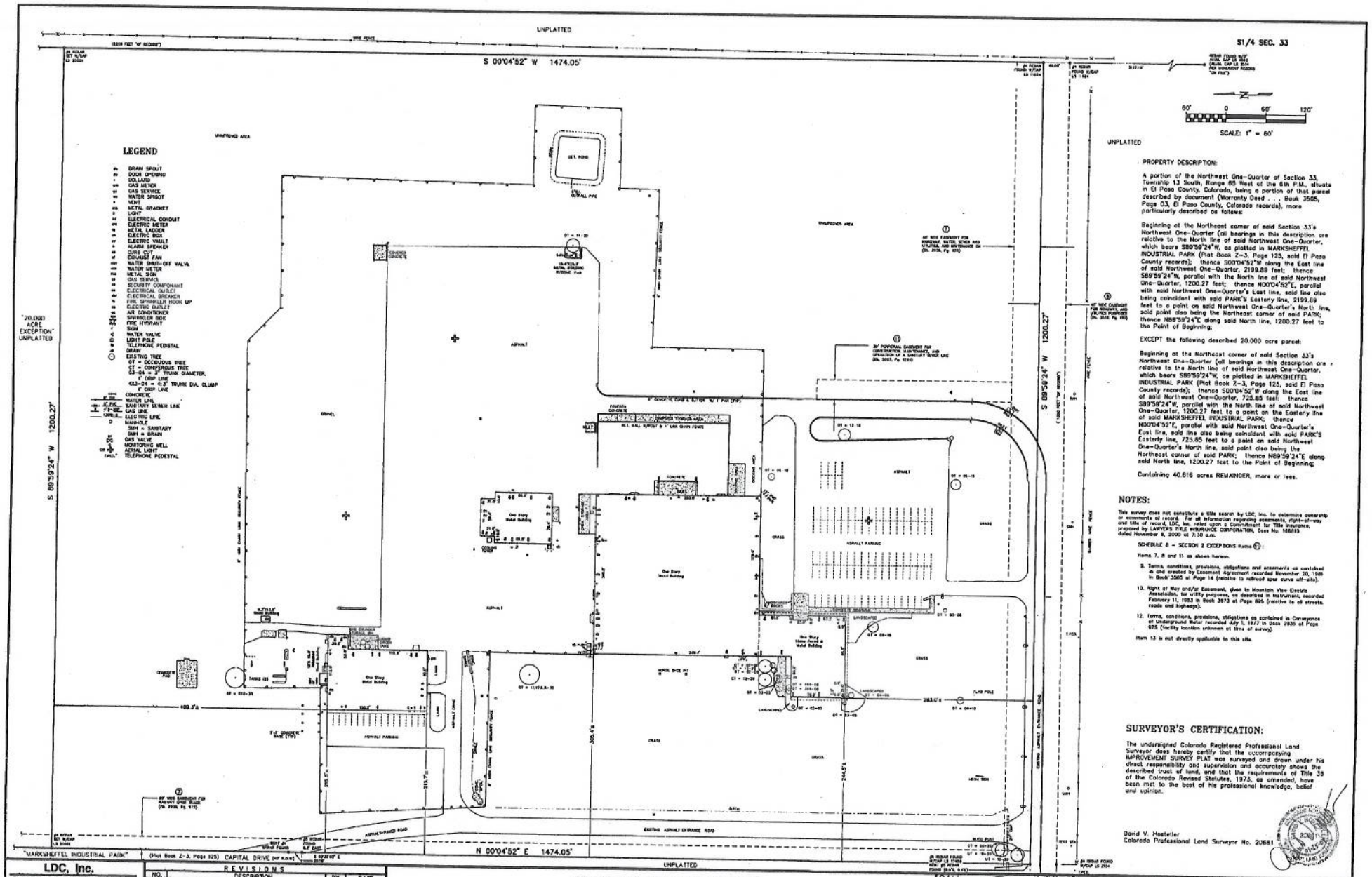
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID NORTHWEST QUARTER 2200 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 1200 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID NORTHWEST QUARTER, 2200 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE EASTERLY ON SAID NORTH LINE 1200 FEET TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR ROADWAY, WATER, SEWER AND UTILITY LINES AND MAINTENANCE ON, OVER AND UNDER THE WESTERLY 1528 FEET OF THE NORTHERLY 40 FEET OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.; ON, OVER AND UNDER THE WESTERLY 1528 FEET OF THE SOUTHERLY 40 FEET OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.; AND ON, OVER AND UNDER AN 80 FOOT STRIP, BEING 40 FEET ON EACH SIDE OF THE CENTER LINE WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT BEING CONVEYED HEREIN AND THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 33 TO THE WEST LINE OF SAID SECTION 33; AND ON, OVER AND UNDER THE EASTERLY 40 FEET OF THE SE 1/4 SW 1/4 OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH LIES SOUTH OF THE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD.

ATTACHMENT A


UNPLATTED
S 00°04'52" W 1474.05'
S1/4 SEC. 33
LEGEND
EMERGENCY FIRE SUPPRESSION WATER BLADDER 200,000 GALLON
6"C.I. OUTFALL PIPE
DT = 14-20
"20.000 ACRE EXCEPTION" UNPLATTED
S 89°59'24" W 1200.27'
S 89°59'24" W 1200.27'
N 00°04'52" E 1474.05'
"MARKSHEFFEL INDUSTRIAL PARK" (Plat Book 2-3, Page 125) CAPITAL DRIVE (50' R.O.W.)
SCALE: 1" = 60'
PROPERTY DESCRIPTION:
A portion of the Northwest One-Quarter of Section 33, Township 13 South, Range 65 West of the 6th P.M., situate in El Paso County, Colorado, being a portion of that parcel described by document (Warranty Deed . . . . Book 3505, Page 03, El Paso County, Colorado records), more particularly described as follows:
Beginning at the Northeast corner of said Section 33's Northwest One-Quarter (all bearings in this description are relative to the North line of said Northwest One-Quarter, which bears S89°59'24"W, as platted in MARKSHEFFEL INDUSTRIAL PARK (Plat Book 2-3, Page 125, said El Paso County records); thence S00°04'52"W along the East line of said Northwest One-Quarter, 2199.80 feet; thence S89°59'24"W, parallel with the North line of said Northwest One-Quarter, 1200.27 feet; thence N00°04'52"E, parallel with said Northwest One-Quarter's East line, said line also being coincident with said PARK'S Easterly line, 2199.80 feet to a point on said Northeast One-Quarter's North line, said point also being the Northeast corner of said PARK; thence N89°59'24"E along said North line, 1200.27 feet to the Point of Beginning;
EXCEPT the following described 20.000 acre parcel:
Beginning at the Northeast corner of said Section 33's Northwest One-Quarter (all bearings in this description are relative to the North line of said Northwest One-Quarter, which bears S89°59'24"W, as platted in MARKSHEFFEL INDUSTRIAL PARK (Plat Book 2-3, Page 125, said El Paso County records); thence S00°04'52"W along the East line of said Northwest One-Quarter, 725.89 feet; thence S89°59'24"W, parallel with the North line of said Northwest One-Quarter, 1200.27 feet to a point on the Easterly line of said MARKSHEFFEL INDUSTRIAL PARK; thence N00°04'52"E, parallel with said Northwest One-Quarter's East line, said line also being coincident with said PARK'S Easterly line, 725.85 feet to a point on said Northwest One-Quarter's North line, said point also being the Northeast corner of said PARK; thence N89°59'24"E along said North line, 1200.27 feet to the Point of Beginning;
Containing 40.616 acres REMAINDER, more or less.
NOTES:
SURVEYOR'S CERTIFICATION:
David V. Hostetler
Colorado Professional Land Surveyor No. 20081
LDC, Inc.
PLANNING, SURVEYING, LAND SERVICES
2550 Serendipity Circle West
Colorado Springs, CO 80917
(719) 528-6133 FAX (719) 574-8117
REVISIONS
NO. DESCRIPTION BY DATE
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
CALL BEFORE YOU DIG... 1-800-922-1987
IMPROVEMENT SURVEY PLAT
A PORTION OF THE NW 1/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH., P.M., EL PASO COUNTY, COLORADO
PROJECT NO. 00138
Drawn By: MPS/JPB
Checked By:
Date: 12/26/00
Sheet: 1 of 1
NO. DATE REVISION APP
IMPROVEMENT SURVEY PLAT A PORTION OF THE NW 1/4 OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH., P.M., EL PASO COUNTY, COLORADO
Scale: N/A Drawn By: MA Checked By: JA Date: 12/1/09
1 OF 1
ATTACHMENT B


UNPLATTED
S 00°04'52" W 1474.05'
S1/4 SEC. 33
S 89°59'24" W 1200.27'
S 89°59'24" W 1200.27'
N 00°04'52" E 1474.05'
UNPLATTED
"MARKSHEFFEL INDUSTRIAL PARK" (Plat Book Z-3, Page 125) CAPITAL DRIVE (50' R.O.W.)
"20.000 ACRE EXCEPTION" UNPLATTED
LEGEND
DRAIN SPOUT
DOOR OPENING
BOLLARD
GAS METER
GAS SERVICE
WATER SPIGOT
VENT
METAL BRACKET
LIGHT
ELECTRICAL CONDUIT
ELECTRIC METER
METAL LADDER
ELECTRIC BOX
ELECTRIC VAULT
ALARM SPEAKER
CURB CUT
EXHAUST FAN
WATER SHUT-OFF VALVE
WATER METER
METAL SIGN
GAS SERVICE
SECURITY COMPONENT
ELECTRICAL OUTLET
ELECTRICAL BREAKER
FIRE SPRINKLER HOOK UP
ELECTRIC OUTLET
AIR CONDITIONER
SPRINKLER BOX
FIRE HYDRANT
SIGN
WATER VALVE
LIGHT POLE
TELEPHONE PEDESTAL
DRAIN
EXISTING TREE
DT = DECIDUOUS TREE
CT = CONIFEROUS TREE
03-04 = 3" TRUNK DIAMETER, 4' DRIP LINE
4X3-04 = 4 3" TRUNK DIA. CLUMP 4' DRIP LINE
CONCRETE
WATER LINE
SANITARY SEWER LINE
GAS LINE
ELECTRIC LINE
MANHOLE
SAN = SANITARY
DRN = DRAIN
GAS VALVE
MONITORING WELL
AERIAL LIGHT
TELEPHONE PEDESTAL
SCALE: 1" = 60'
60' 0 60' 120'
PROPERTY DESCRIPTION:
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Containing 40.816 acres REMAINDER, more or less.
NOTES:
This survey does not constitute a title search by LDC, Inc. to determine ownership or easements of record. For all information regarding easements, right-of-way and title of record, LDC, Inc. relied upon a Commitment for Title Insurance, prepared by LAWYERS TITLE INSURANCE CORPORATION, Case No. 188815 dated November 8, 2000 at 7:30 a.m.
SCHEDULE B - SECTION 2 EXCEPTIONS Items (1):
Items 7, 8 and 11 as shown hereon.
9. Terms, conditions, provisions, obligations and easements as contained in and created by Easement Agreement recorded November 20, 1981 in Book 3505 at Page 14 (relative to railroad spur curve alignment).
10. Right of Way and/or Easement, given to Mountain View Electric Association, for utility purposes, as described in instrument, recorded February 11, 1983 in Book 3673 at Page 895 (relative to all streets, roads and highways).
12. Terms, conditions, provisions, obligations as contained in Conveyance of Underground Water recorded July 1, 1977 in Book 2935 at Page 975 (facility location unknown at time of survey).
Item 13 is not directly applicable to this site.
SURVEYOR'S CERTIFICATION:
The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying IMPROVEMENT SURVEY PLAT was surveyed and drawn under his direct responsibility and supervision and accurately shows the described tract of land, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.
David V. Hostetler
Colorado Professional Land Surveyor No. 20681
LDC, Inc.
PLANNING, SURVEYING, LAND SERVICES
2850 Serendipity Circle West
Colorado Springs, CO 80917
(719) 528-8133 FAX (719) 574-8117
REVISIONS
NO. DESCRIPTION BY DATE
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
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Sheet: 1 of 1