



**COLORADO**  
Department of Public  
Health & Environment

#  
Dedicated to protecting and improving the health and environment of the people of Colorado

**Covenant Information:**

**Covenant Date** 9/13/2001  
**Last Modified** 2/25/2014  
**Self Reporting**

**Media of Concern:**

**Surface Water:**   
**Ground Water:**   
**Air:**   
**Soil:**   
**Other:**

**Institutional Control ID: HMC0V00002**

**Site Contact Information:**

**Owner Corp:** Jerry Goedert  
**Contact Name:** Jerry Goedert  
**Contact Address:** 16745 W. 15th Avenue  
**Contact City:** Golden  
**Contact State:** CO  
**Contact Zip:** 80401  
**Contact Phone:** (303) 968-8828

**Contaminants of Concern:**

**Property Restrictions:**

- 1: No structures without express permission; no development without permission
- 2: No wells or drilling or pumping of groundwater except monitoring wells that have been placed onsite
- 3: No tilling, excavation, grading, construction or disturbance of ground surface
- 4: No activities that may damage monitoring wells
- 5:

**Site Information:**

**ID:** N/A  
**Name:** Weld County Waste Disposal  
**Address:** 4982 Weld County Road 35  
**City:** Fort Lupton  
**State:** CO  
**Zip:** 80621

**Legal Description:**

See Covenant

# WELD COUNTY DISPOSAL INC.



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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**

By this deed, Weld County Waste Disposal, Inc. ("WCWD") grants an Environmental Covenant ("Covenant") this 13th day of Sept., 2001 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, WCWD is the owner of certain property commonly referred to as Weld County Waste Disposal, located at and/or adjacent to 4982 Weld County Road 35, Fort Lupton, 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, hazardous wastes, hazardous constituents and solid waste, including but not limited to oil field brine waters and other petroleum liquid wastes, have been disposed of at the Property; and

WHEREAS, pursuant to Compliance Order No. 00-04-12-01 issued by the Department, and 1995 Administrative Orders issued by the United States Environmental Protection Agency ("EPA") to WCWD, Amoco Production Company and HS Resources, the Property is the subject of enforcement and remedial action pursuant to the Colorado Solid Waste Disposal Sites and Facilities Act, § 30-20-100.5 C.R.S., *et seq.*, the Colorado Hazardous Waste Act, § 25-15-301 C.R.S., *et seq.* ("CHWA"), and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"), and EPA has conducted additional investigative and removal activities pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); and

WHEREAS, WCWD 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 WCWD, its heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

NOW, THEREFORE, WCWD 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 environmental use restrictions which shall run with the Property and be binding on WCWD and all parties having any right, title or

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interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land.

1. Use restrictions

- A. No residential, industrial or commercial development of the Property, including placement of structures of any kind, shall be permitted or allowed without the express prior written consent of the Department.
- B. No wells or drilling or pumping whatsoever shall be permitted or allowed in any groundwater or aquifer within the Property, without the express written consent of the Department. The only exception to the foregoing is for monitoring and remedial wells installed by or on behalf of WCWD, Amoco Production Company, HS Resources, or the United States Environmental Protection Agency, in connection with the on-going, approved remedial activities at the Property.
- C. No tilling, excavation, grading, construction, or any other activity that disturbs the ground surface is permitted on the Property, without the express written consent of the Department. The only exception to the foregoing is for activities undertaken by or on behalf of WCWD, Amoco Production Company, HS Resources, or the United States Environmental Protection Agency, as part of the on-going, approved remedial activities at the Property.
- D. No activities that will in any way damage any monitoring and/or remedial wells on the Property, or interfere with the maintenance, operation, or monitoring of said wells is allowed, without the express written consent of the Department.

2. Purpose of this covenant The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any hazardous substance, hazardous waste, hazardous constituents, and/or solid waste that remains on the Property. The Covenant will accomplish this by minimizing those activities that result in disturbing the ground surface, and by creating a review and approval process to ensure that any such intrusive activities are conducted with appropriate precautions to avoid or eliminate any hazards. Compliance with this Covenant shall not constitute an excuse for, nor a defense to, any violation of other applicable State and local laws.

3. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. WCWD or its successors and assigns may request that the Department approve a modification or termination of the Covenant. WCWD or its successors and assigns shall also submit a copy of such request to the Weld County Department of Health and Environment. 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

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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.

4. Conveyances This Covenant runs with the land and shall be binding upon all subsequent owners of all or any part of the Property. WCWD 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. WCWD 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. Binding Effect Notwithstanding the foregoing, pursuant to §25-15-318(2) C.R.S., any person or entity who acquires any right, title or interest in all or any part of the Property shall be conclusively deemed to have consented and agreed to the provisions of this Covenant, whether or not any reference to this Covenant or its provisions is contained in the deed or other conveyance instruments by which such person or entity acquires an interest in the Property.

6. Notification for proposed construction and land use WCWD agrees to notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

7. 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.

8. No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9. Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-321, C.R.S. WCWD may file suit in district court to enjoin actual or threatened violations of this Covenant.

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

Solid Waste Unit Leader  
Hazardous Materials and Waste Management Leader  
Colorado Department of Public Health and the Environment

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4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

Weld County Waste Disposal, Inc., has caused this instrument to be executed this 13th day of September, 2001.

WELD COUNTY WASTE DISPOSAL, INC.

By: Howard Duckworth  
Title: Pres.

STATE OF Texas )  
 ) ss:  
COUNTY OF Bexar )

The foregoing instrument was acknowledged before me this 13th day of September, 2001 by Howard Duckworth on behalf of Weld County Waste Disposal, Inc.

Jesse Villarreal  
Notary Public

10004 Wurzbach Rd  
Address

San Antonio, TX 78230

My commission expires: 11-13-04

Accepted by the Colorado Department of Public Health and Environment this 25th day of February, 2001.

By: Douglas Benevento

Title: Environmental Programs Manager

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STATE OF Colorado )  
 ) ss:  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2001 by Douglas Benevento 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, 2003