

Weatherford Artificial Lift Systems Environmental Covenant Summary

Covenant ID: HMCOV00070

Covenant Information:

Covenant Date: March 2, 2009

Self Reporting: Yes

Media of Concern:

Surface Water: No

Groundwater: Yes

Air: No

Soil: Yes

Other: No

Contaminants of Concern:

Chromium

Property Restrictions:

1. Non-residential use only
2. No surface water storage
3. Can't use groundwater less than 300 feet deep

Site Information:

ID: COD980635841

Name: Weatherford Artificial Lift Systems

Address: 3445 Marksheffel Rd

City: Colorado Springs

State: CO

Zip Code: 80922

Legal Description: See covenant

Site Contact Information:

Weatherford International

Name: Joe Dandy

Address: 515 Post Oak Blvd

City: Houston

State: TX Zip Code: 77027

WEATHERFORD ARTIFICIAL LIFT SYSTEMS INC.

104°40'30"W

Featured Institutional Control



38°53'0"N

38°53'0"N



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38°52'30"N



104°40'30"W
HMCOV00070

0 220 440 Meters



Colorado Department of Public Health and Environment



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 an 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

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.

