

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

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

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
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Located in Glendale, Colorado (303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

Covenant Information:

Covenant ID **HMCOV00109**

Covenant Date 3/26/2014

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Site Contact Information:

Owner Corp: Rio Grande County

Contact Name: Rose Vanderpool

Contact Address: 925 6th st

Contact City: Del Norte

Contact State: CO

Contact Zip: 81132

Contact Phone: 719-657-4003

Contaminants of Concern:

Landfill leachate

Property Restrictions:

- 1:** Activities that may damage the landfill cover are prohibited. E.G. grazing, drilling, tilling, grading, excavation, construction, etc.
- 2:** Access is prohibited with exception of maintenance and inspection vehicles.
- 3:** Irrigation is prohibited.
- 4:** Owner must maintain fencing (3-string barbed wire) and entrance gates.
- 5:** Owner must make efforts to minimize erosion and promptly repair any such erosion.

Site Information:

ID: N/A

Name: Del Norte County Landfill

Address: 2 miles north of Del Norte, Northeast corner of airport

City: Del Norte

State: CO

Zip: 81132

Legal Description:

See Institutional Control

DEL NORTE LANDFILL

106°21'0"W

106°20'45"W

37°43'15"N

37°43'15"N

Featured Institutional Control



Del Norte
Municipal &
County Arprt



CR-22A

Del Norte
Municipal &
County Arprt

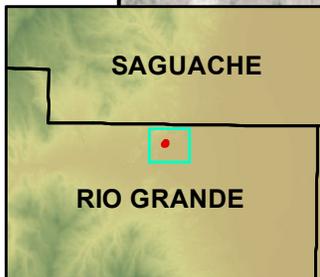
HMCOV00109

37°43'0"N

37°43'0"N

106°21'0"W

106°20'45"W



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HMCOV00109

0 145 290 Meters



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

The Board of County Commissioners of Rio Grande County, Colorado, ("Rio Grande County") hereby grants an Environmental Covenant ("Covenant") this 26th day of March, 2014, 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, Rio Grande County is the owner of certain property commonly referred to as "the old Del Norte county landfill" located approximately 2 miles north of the town of Del Norte, 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 Colorado Solid Wastes Disposal Sites and Facilities Act, § 30-20-100.5 *et seq.*, C.R.S., the Property has been subject to post-closure requirements; and

WHEREAS, Rio Grande County has requested that the property be released from post-closure requirements; and

WHEREAS, in a letter to the Rio Grande County Board of Commissioners dated February 26, 2013, the Department established the conditions for releasing the property from post-closure requirements, which requirements included creation of this Covenant; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by maintaining the integrity of the landfill cover; and

WHEREAS, Rio Grande County 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 Rio Grande County and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department and OWNER.

NOW, THEREFORE, Rio Grande County 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 11, below; which shall run with the Property in perpetuity and be binding on Rio Grande County and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current 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. Activities that may damage the landfill cover are prohibited. Such activities include, but are not limited to, grazing, digging, drilling, tilling, grading, excavation, construction of any sort, use as an athletic field, placing of any objects or structures on the cover, and vehicular traffic. Nothing in the preceding sentence shall prohibit the use of vehicles needed to perform any authorized maintenance or repairs on the cover.
- b. Access to the landfill cover is prohibited, except for authorized monitoring and maintenance activities.
- c. Irrigation of the landfill cap is prohibited.
- d. OWNER shall maintain the existing 3-strand barbed wire fence and entrance gate(s) in good order to restrict access to the landfill.
- e. OWNER shall maintain the landfill cover so as to minimize erosion, and shall promptly repair any erosion that does occur.

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 an engineered feature or structure is no longer necessary;
- e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
- f) other appropriate supporting information.

- 3) Conveyances. OWNER shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other 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) Third Party Beneficiary. The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.
- 8) 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. "]*
- 9) Enforcement. The Department may enforce the terms of this Covenant pursuant to §25-15-322, C.R.S. Rio Grande County may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 10) 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.
- 11) Notices. Any document or communication required from OWNER under this Covenant shall be sent to:

Solid Waste Permitting Unit
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
4300 South Cherry Creek Drive South
Denver, Colorado 80246-1530

The Board of County Commissioners of Rio Grande County has caused this Environmental Covenant to be executed this 26th day of March, 2014.

Accepted by the Colorado Department of Public Health and Environment this 7th day of May, 2014.

By: Caryl W. Baughman

Title: Director, HHEWMD

The foregoing instrument was acknowledged before me this 7th day of May, 2014 by Caryl W. Baughman on behalf of the Colorado Department of Public Health and Environment.

Reinal L. Hudson
Notary Public

2-29-2016
My Commission Expires

4300 Cherry Creek Rd S
Address
Denver Co 80246

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