



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

Covenant Information:

Covenant Date 1/21/2016

Last Modified 1/21/2016

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Institutional Control ID: HMC0V00122

Site Contact Information:

Owner Corp: Town of Simla, CO

Contact Name: Jackie Zion

Contact Address: PO Box 237

Contact City: Simla

Contact State: CO

Contact Zip: 80835

Contact Phone: 719-541-2468

Contaminants of Concern:

Municipal Solid Waste

Property Restrictions:

- 1:** Activities that may damage landfill cap is prohibited including digging, drilling, tilling, gardening, excavation, construction, vehicles
- 2:** Livestock grazing is allowed, providing it is limited in scope to avoid over-grazing, erosion, depressions, ponding or other impacts
- 3:** Irrigation is prohibited
- 4:** Fence must be secure
- 5:**

Site Information:

ID:

Name: Simla Landfill 039

Address: 25500 CR 125

City: Simla

State: CO

Zip: 80835

Legal Description:

See Institutional Control

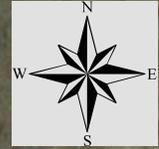
SIMLA LANDFILL 039

104°5'40"W

104°5'30"W

104°5'20"W

Featured Institutional Control



39°14'40"N

39°14'40"N

39°14'30"N

39°14'30"N

39°14'20"N

39°14'20"N



HMCOV00122



ELBERT

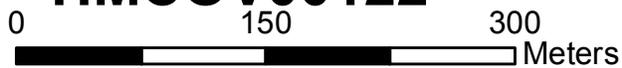
EL PASO

104°5'40"W

104°5'30"W

104°5'20"W

HMCOV00122



COLORADO
Hazardous Materials
& Waste Management Division
Department of Public Health & 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

The Town of Simla, Colorado grants an Environmental Covenant (“Covenant”) this 21st day of January, 2016 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.*, C.R.S.

WHEREAS, the Town of Simla is the owner of certain property commonly referred to as the Simla Landfill, located in the Northeast Quarter (NE1/4) of Section Twenty-Seven (27), Section Nine (9) South, Range Sixty (60) West of the 6th P.M., County of Elbert, Colorado, the landfill being actually located upon ten (10) acres of real property, 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, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment (“the Department”), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.; and

WHEREAS, for purposes of indexing in the County Clerk and Recorder’s office Grantor-Grantee index only, the Town of Simla shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, the Property is subject to § 30-20-100.5, *et seq.*, C.R.S.; and

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

WHEREAS, the Town of Simla 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 the Town of Simla 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, the Town of Simla 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 14, below, which shall run with the Property in perpetuity and be binding on the Town of Simla 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 and Activity Restrictions.

- a) Activities that may damage the landfill cap located on the Property are prohibited. Such activities include, but are not limited to, digging, drilling, tilling, grading, excavation, construction of any sort, placing any objects or structures on the cap, and vehicular traffic.
- b) Livestock grazing is allowed on the Property, provided that such grazing is limited in scope and timing so as to avoid over-grazing, erosion, depressions, ponding, or other impacts that may damage the landfill cap. No other agricultural or ranching activities are allowed on the Property.
- c) Irrigation of the cap is prohibited.

2) Access Restrictions

- a) Access to the property is prohibited, except for the authorized livestock grazing activities described herein and any authorized remedial activities, i.e. maintenance of the landfill cap.
- b) OWNER shall maintain a lawful fence, as described in § 35-46-101, C.R.S., surrounding the Property. Gates in the fence must be locked at all times except to allow authorized ingress or egress.
- c) OWNER shall inspect the fence at least semi-annually, and complete any necessary repairs within 30 days of the inspections. If the Property is used for livestock grazing, then OWNER shall inspect the Property at least monthly while the Property is being grazed.
- d) OWNER shall report in writing to the Department any evidence that restrictions on access have been violated (e.g., fences or locks cut, signs of vandalism, etc.) within 30 days of discovery.
- e) Inspection results and any necessary repairs must be documented in the annual Environmental Covenant Certification Forms.



- 3) Repair of Remedy. OWNER must repair any damage to the landfill final cap, vegetative cover, or fences to pre-damage condition. The use of the Property for livestock grazing does not relieve the OWNER of necessary repair related to livestock damage (e.g., overgrazed areas, depressions, fence damage, etc.).
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, 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.
- 9) 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.
- 10) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

- 11) Enforcement. The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. The Town of Simla may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 12) 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.
- 13) Severability. If any part of this Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 14) Notices. Any document or communication required under this Covenant shall be sent or directed to:

Solid Waste Permitting 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

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Town of Simla, Colorado has caused this instrument to be executed this 12th day of Jan, 2016.

Town of Simla, Colorado

By: [Signature]

Title: Mayor

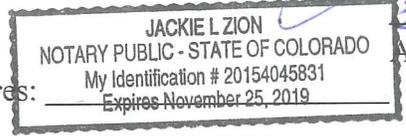
STATE OF Colorado)

COUNTY OF Elbert) ss:

The foregoing instrument was acknowledged before me this 12th day of January, 2016 on behalf of Town of Simla, Colorado.

[Signature]
Notary Public

Address 323 Pueblo Ave
Simla, CO 80835



My commission expires:

Accepted by the Colorado Department of Public Health and Environment this 21st day of January, 2016.

By: [Signature]

Title: Director, HPAWMD

STATE OF COLORADO)

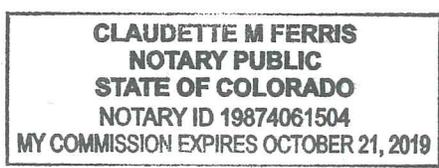
COUNTY OF DENVER) ss:

The foregoing instrument was acknowledged before me this 21 day of January, 2016 on behalf of the Colorado Department of Public Health and Environment.

[Signature]
Notary Public

Address 4300 Cherry Creek Dr S
Denver, CO 80246

My commission expires: October 21, 2019



ENVIRONMENTAL COVENANT EXHIBIT A - PROPERTY DESCRIPTION

Account: R114030

Location

Parcel Number 9027100073
Tax Area 0065 -- 0065
Situs Address 25500 CO RD 125
Legal Summary Section: 27 Township:
9 Range: 60 Subdivision: RURALOPAR
IN NE4: 27 9 60 DESC B570 P934
10.004 ACRES
Subdivision Discount 0.00

Owner Information

Owner Name TOWN OF SIMLA
Owner Address PO BOX 237
SIMLA, CO 80835-0237

Assessment History

Actual (2015) \$26,568
Assessed \$7,740
Exempt (\$7,740)
Total Taxable \$0
Tax Area: 0065 Mill Levy: 77.432
Type Actual Assessed Acres SQFT Units
Improvements \$1,408 \$410 0.000 0.000 0.000
Land \$25,260 \$7,330 10.004 0.000 0.000

BA Code

Code

Zoning XX

Transfers

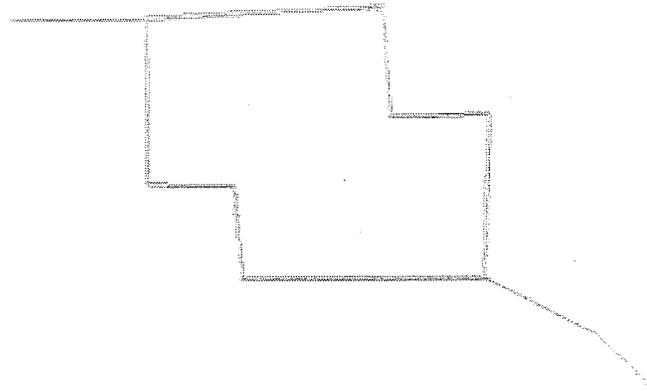
No Transfer Documents

Tax History

| Tax Year | Taxes |
|----------|--------|
| 2015 | \$0.00 |
| 2014 | \$0.00 |

Images

• GIS



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02/03/2016 04:04:56 PM Page: 6 of 6 R 36.00 D
Dallas Schroeder Recorder, Elbert County, Co

