

**Clarification of Requirements
for the
Rocky Mountain Arsenal
Offpost Operable Unit
Final Record of Decision**

**Rocky Mountain Arsenal Superfund
Site
Commerce City, Colorado**

June 1996

Rocky Mountain Arsenal Superfund Site

Clarification of Requirements for the Rocky Mountain Arsenal Off Post Operable Unit Final Record of Decision

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The purpose of this document is to clarify certain requirements contained on page A1-1, Appendix B of the Rocky Mountain Arsenal Off Post Operable Unit Final Record of Decision (Off Post ROD), which was signed on December 19, 1995. Page A1-1, Appendix B of the Off Post ROD requires Shell Oil Company (Shell) to execute and record restrictive covenants to eliminate potential exposure to contaminated groundwater underlying certain land owned by Shell in Adams County, Colorado.

On June 11, 1996, Shell executed and recorded the Declaration of Covenants attached hereto as Exhibit B of Appendix B, Attachment 3. On June 11, 1996, the United States Department of the Army, Shell Oil Company, the State of Colorado, the United States Environmental Protection Agency, and the United States Fish and Wildlife Service entered into an Agreement, attached hereto as Appendix B, Attachment 3. The Agreement provides clarification regarding the operation of the covenants placed on the Land, including provisions for release of the covenants when certain conditions contained in the Agreement are met. The Agreement was presented at meetings of the Site Specific Advisory Board of the Rocky Mountain Arsenal on May 28, 1996, and the Restoration Advisory Board of the Rocky Mountain Arsenal on June 6, 1996. The Agreement is hereby attached to the Off Post ROD as Appendix B, Attachment 3.

Affirmation of Statutory Determinations

This Clarification of Requirements does not represent significant change to the selected remedy. The selected remedy remains protective of human health and the environment, complies with Federal and State requirements that are applicable or relevant and appropriate to this remedial action, and is cost-effective.

APPENDIX B ATTACHMENT 3

THE AGREEMENT CONTAINED WITHIN THIS ATTACHMENT, dated as of February 2, 1996, is among the UNITED STATES DEPARTMENT OF THE ARMY (the "Army"), SHELL OIL COMPANY ("Shell"), the STATE OF COLORADO (the "State"), the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA"), and the UNITED STATES FISH AND WILDLIFE SERVICE ("USFWS").

Recitals

A. Shell owns the land in Adams County, Colorado described in Exhibit A attached hereto and forming a part hereof (the "Land").

B. A portion of the Land is subject to Revised License dated effective December 3, 1991 (the "License"), from Shell to the Army, notice of which was given by Memorandum of License dated effective as of December 3, 1991, between Shell and the Army, filed for recording June 25, 1992 at 8 a.m., and recorded under Reception No. 1074181 in Book 3920 at page 351 of the real property records of Adams County, Colorado.

C. The Army, Shell, the State, EPA, and USFWS entered into Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal dated June 13, 1995 (the "Conceptual Remedy Agreement").

D. Paragraph 23 of the Conceptual Remedy Agreement requires Shell to execute and record covenants to eliminate potential exposure to contaminated groundwater underlying the Land.

E. The Land is included within the Offpost Operable Unit (the "Offpost OU") of Rocky Mountain Arsenal, a National Priorities List site under the Comprehensive Environmental Response, Compensation, and Liability Act.

F. A Record of Decision for the Offpost OU (the "Offpost ROD") was signed on December 19, 1995.

G. Page A1-1 of Appendix B to the Offpost ROD also requires Shell to execute and record covenants to eliminate potential exposure to contaminated groundwater underlying the Land.

H. By Declaration of Covenants dated as of February 2, 1996 (the "Declaration"), filed for recording June 11, 1996, and recorded under Reception No. CO183385 in Book NO. 4769 at Page No. 297-308 of the real property records of Adams County, Colorado, Shell declared covenants for the benefit of the United States of America (the "United States") and the State to satisfy its obligations under paragraph 23 of the Conceptual Remedy Agreement and under page A1-1 of Appendix B to the Offpost ROD. A copy of the Declaration is attached hereto as Exhibit B.

I. The restrictive covenants set forth in the Declaration are enforceable by the United States, through the Army and EPA, and by the State.

Agreement

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which all the parties acknowledge, they hereby agree as follows:

1. Consent. The Army consents to the restrictive covenants set forth in the Declaration and this Agreement.

2. Satisfaction of Obligations. The Army, the State, EPA, and USFWS acknowledge that recordation of the Declaration and the signing of this Agreement fully satisfy Shell's obligations under paragraph 23 of the Conceptual Remedy Agreement and under page A1-1 of Appendix B to the Offpost ROD.

3. Prohibition Against Alluvial Wells. No groundwater well for future use may be constructed on the Land if it is screened in the unconfined flow system (the "UFS"), which is defined as the alluvial aquifer and the weathered upper portion of the Denver Formation, until no analyte listed in Schedule 1 is present in excess of the appropriate standard listed in Schedule 1 in any well listed in Schedule 2 attached hereto (or replacements for those wells) during a 5-year period that includes the following sampling events: 5 consecutive annual samples analyzed for all analytes listed in Schedule 1; 3 quarterly samples analyzed only for DIMP and dieldrin between the third and fourth annual samples; and 3 quarterly samples analyzed only for DIMP and dieldrin between the fourth and fifth annual samples. This prohibition does not apply to wells for groundwater sampling, wells for groundwater level measurements, wells for extraction for treatment of contaminated groundwater, and wells for reinjection of treated groundwater.

4. Prohibition Against Use of Deeper Groundwater. No groundwater may be used from any well on the Land that is screened in any aquifer beneath the UFS so long as that well contains any of the analytes listed in Schedule 1 in excess of the appropriate standards listed in Schedule 1. In addition, any well screened in any aquifer beneath the UFS may be closed pursuant to the Offpost ROD if the criteria for well closure set forth in Appendix C to the Offpost ROD are satisfied.

5. Covenants Run With Land; Enforcement. Paragraphs 3 and 4 above govern the implementation of the covenants in paragraphs 1 and 2, respectively, of the Declaration, which touch and concern, run with, and burden the Land, and benefit the Onpost OU. The covenants of paragraphs 1 and 2 of the Declaration are granted for the benefit of the United States and the State to protect, preserve and enhance the property values of the Onpost

OU, as well as contribute to the overall remedy of RMA, and are enforceable by the United States, through the Army and EPA, and by the State. If there is a violation of either of those covenants that remains uncured after 30 day's prior written notice of the violation to Shell (or other owner of the Land or portion thereof whose action constitutes the violation), the United States and the State, or either of them, may institute a suit against the person violating the covenants to enjoin the violation by temporary or permanent injunction; provided, however, that for an irreparable ongoing or imminent violation the 30-day notice is not required. No failure by the United States or the State to institute such a suit shall be deemed to be a waiver or a forfeiture of the right to enforce any covenant in this instrument.

6. Release. When the conditions to allow construction of groundwater wells for future use on the Land that are screened in the UFS, as described in paragraph 3 of this Agreement, have been satisfied, Shell shall so notify the Army, the State, and EPA. If the Army, the State, and EPA agree, (a) the Army, the State, and EPA shall acknowledge that the conditions have been satisfied and (b) the United States, through the Army, and the State, in consultation with EPA, shall execute, acknowledge, and deliver to Shell a Release of Restrictive Covenants in the form of Exhibit C attached hereto to evidence of record that the covenant in paragraph 1 of the Declaration, as implemented by paragraph 3 above, no longer burdens the Land.

7. Notices. All notices given under this Agreement shall be in writing, shall be given by certified mail, return receipt requested, overnight courier service, telecopy, or hand delivery, and, (a) if mailed, shall be deemed received three business days after mailing with postage prepaid, (b) if delivered by overnight courier service shall be deemed received one business day after having been deposited with the courier service, with delivery fees paid by the sender, and (c) if delivered by facsimile or hand delivery, shall be deemed received on the day the notice is sent if the sender makes reasonable efforts to confirm the receipt thereof; in each case addressed as follows:

If to the Army:

Program Manager
Office of the Program Manager
Building 111
Rocky Mountain Arsenal
ATTN: AMXRM -PM
Commerce City, Colorado 80022-1748

If to EPA:

EPA Coordinator for RMA
(8EPR-F)
U. S. Environmental Protection Agency
Region VIII
999 18th Street, Suite 500
Denver, Colorado 80202-2466

If to USFWS:

Regional Director
U.S. Fish and Wildlife Service
Region 6
P.O. Box 25486
Denver, Colorado 80225

If to the State:

Rocky Mountain Arsenal Project Manager
Hazardous Materials & Waste Management Division
Colorado Department of Public
Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80222-1530

with a copy to:

Colorado Department of Law
CERCLA Litigation Unit
1525 Sherman Street
Denver, Colorado 80203

If to Shell:

Manager of Denver Site Project
Shell Denver Site Project
c/o Holme Roberts & Owen LLC
1700 Lincoln, Suite 4100
Denver, Colorado 80203

Any party may, by written notice so delivered to the others, change the address or facsimile number to which delivery shall thereafter be made.

8. Further Assurances. The parties shall execute and deliver or cause to be executed and delivered such other instruments, and take such other actions, as may be reasonably necessary or advisable to carry out the purposes of this Agreement.

9. Integration. This Agreement and the Declaration constitute the entire understanding among the parties with respect to the subject matter hereof, superseding all

negotiations, prior discussions, and prior agreements or understandings with respect to the subject matter.

10. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any benefit, right, or remedy.

11. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument for all purposes.

EXECUTED as of the date first above written.

UNITED STATES DEPARTMENT OF THE ARMY

By Raymond J. Fatz
Raymond J. Fatz
Acting Deputy Assistant Secretary of the Army
(Environment, Safety and Occupational Health)

SHELL OIL COMPANY

By R.N. Shulman
R.N. Shulman
Vice President HS&E
Shell Chemical Company

FOR THE STATE OF COLORADO

By Tom Looby
Tom Looby
Director, Office of Environment
Colorado Department of Public Health and Environment

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By Jack W. McGraw
Jack W. McGraw
Acting Regional Director
Environmental Protection Agency

UNITED STATES FISH AND WILDLIFE SERVICE

By Terry T. Terrell
Terry T. Terrell
Deputy Regional Director, Mountain-Prairie Region
U.S. Fish and Wildlife Service

EXHIBIT A

The following described land in Adams County, Colorado:

Adams County Joint Venture Tract

The land conveyed by Warranty Deed dated February 26, 1991, from the Adams County Joint Venture to Shell Oil Company and more particularly described as follows:

Southwest Quarter of Section 13,
Township 2 South, Range 67 West,
excluding therefrom those tracts of land
described in the following deeds:

- 1) Book 771 at Page 234
- 2) Book 1003 at Page 527
- 3) Book 1037 at Page 479 but including the east 60 feet of the tract of land described in said Book 771 at Page 234, all being in records of said Adams County.

Commerce City Tract

The land conveyed by Warranty Deed dated October 15, 1991, from the City of Commerce City, Colorado, to Shell Oil Company, recorded in Book 3839, Page 873, and more particularly described as follows:

A parcel of land situated in a portion of Lots 3, 4 and 6, Block 1, ADCO Industrial Park Subdivision, being a portion of the Southwest one-quarter of Section 14, Township 2 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the center one-quarter corner of said Section 14, said point also being the Northeast corner of said Lot 6, said point being the TRUE POINT OF BEGINNING; thence South 00°07'25" West along the East line of said Lots 6 and 3 and along the East line of the Southwest one-quarter of the Southwest one-quarter of said Section 14 a distance of 1058.92 feet; thence North 62°32'17" West a distance of 824.60 feet to a point on the Northwesterly line of said Lot 6, said point also being on the Southeasterly right of way line of Colorado State Highway No. 2 and U.S. Highway No. 6; thence the following three courses along the Northwesterly line of said Lot 6 and the Southeasterly right of way line of said Colorado State Highway No. 2 and U.S. Highway No. 6; thence North 45°00'48" East a distance of 396.72 feet; thence North 46°11'03" East a distance of 299.95 feet; thence North 43°07'40" East a distance of 261.54 feet to the Northwest corner of said Lot 6; thence South 89°52'35" East along the North line of said Lot 6 a distance of 58.15 feet to the TRUE POINT OF BEGINNING, County of Adams, State of Colorado.

Fischer Tract

The land conveyed by Warranty Deed dated January 30, 1991, from Peggy Nadine Fischer, n/k/a Peggy Nadine Hite, to Shell Oil Company recorded in Book 3748, Page 724, and more particularly described as follows:

Block 1, Fischer-Hoffman Tract
Adams County, Colorado

also known by street and number as 9955 and 9961 Peoria

Hickey Tract

The land conveyed by Warranty Deed dated January 17, 1991, from Michael E. Hickey and Charles E. Hickey to Shell Oil Company recorded in Book 3746, Page 328 and more particularly described as follows:

PARCEL A:

The SE 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M.
EXCEPT the South 30 feet thereof;
EXCEPT that portion thereof lying within Peoria Street, 96th Avenue and East 100th Avenue;
EXCEPT that portion thereof lying within the Subdivision of Fischer-Hoffman Tract;
EXCEPT that portion thereof described in deeds recorded December 19, 1960 in Book 883 at Page 558, August 21, 1969 in Book 1539 at Page 239 and August 28, 1973, in Book 1884 at Page 850 and
EXCEPT any portion thereof that may lie Westerly of the West line of that tract of land described in deed recorded December 9, 1960 in Book 882 at Page 335. County of Adams, State of Colorado.

Note: Land referred to in deed recorded in Book 883 at Page 558 described as follows:

A parcel of land located in the SE 1/4 Section 14, Township 2 South, Range 67 West, 6th P.M., described as follows:
BEGINNING at a point which is 2640 feet South and 30 feet West of the Northeast corner NE 1/4 Section 14, Township 2 South, Range 67 West;
thence West 960 feet,
thence South 1320 feet,
thence West 1220 feet,
thence South 1290 feet,
thence East 2180 feet,
thence North 2610 feet to the POINT OF BEGINNING;

NOTE: Land referred to in deed recorded in Book 1539 at Page 239 described as follows:

That part of the Southeast quarter of Section 14, Township 2 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, described as follows:

BEGINNING at the Southeast corner said Section 14; thence North 90 deg. 00 min. 00 sec. West on an assumed bearing along the South line said Southeast one-quarter a distance of 1013.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 90 deg. 00 min. 00 sec. West along said South line Southeast one-quarter a distance of 1188.57 feet to a point 430.00 feet Easterly of the Southwest corner said Southeast one-quarter; thence North 00 deg. 06 min. 30 sec. East along a line parallel to the West line said Southeast one-quarter a distance of 1120.00 feet; thence North 90 deg. 00 sec. 00 min. East, 1189.14 feet to a point which is 1013.00 feet West of the East line said Southeast one-quarter; thence South 00 deg. 08 min. 00 sec. West along a line parallel to the East line said Southeast one-quarter a distance of 1320.00 feet to the TRUE POINT OF BEGINNING, EXCEPT the South 30.00 feet thereof.

NOTE : Land referred to in Book 1884 at Page 850 described as follow:

BEGINNING at a point 30 feet North and 669 feet West of the Southeast corner of the Southeast quarter of Section 14, Township 2 South, Range 67 West of the Sixth P.M., County of Adams, State of Colorado; thence North, a distance of 1290 feet, thence West, a distance of 344 feet to an existing pin; thence South a distance of 1290 feet more or less, to a point 30 feet North of the South line of the Southeast quarter of Section 14; thence East and parallel with the said South line, a distance of 344 feet to the POINT OF BEGINNING.

PARCEL B:

That part of the NE 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M., lying Southeasterly of U.S. Highway No. 6 and Southerly of the South lines of those tracts of land described in deeds recorded November 5, 1967 in Book 1361 at Page 76 and June 3, 1982 in Book 2649 at Page 750, EXCEPT that portion thereof lying within Peoria Street and EXCEPT that portion thereof described in deed recorded December 19, 1960 in Book 883 at Page 556, County of Adams, State of Colorado.

NOTE: Land referred to in Book 1361 at
Page 76, described as follows:

That part of the NE 1/4 of Section 14,
Township 2 South, Range 67 West of the
6th P.M., described as follows:
BEGINNING at the East Quarter Corner of
said Section;
thence Northerly, along the East line of
said Section, 450 feet;
thence Westerly, on an angle to the left
of 89 deg. 40 min. 08 sec., parallel with
the South line of said NE 1/4, a distance
of 990 feet

to the TRUE POINT OF BEGINNING;
thence Westerly, parallel with said South
line, 1298.14 feet to the Easterly right
of way line of Colorado State Highway
No. 2;
thence on an angle to the right of 131
deg. 46 min. 08 sec. and along said
Easterly right of way line 1313.94 feet
to a point 1430 feet North of the South
line of said NE 1/4;
thence Easterly on an angle to the right
of 48 deg. 13 min. 52 sec., parallel with
the South line of said NE 1/4, a distance
of 417.23 feet to a point 990 feet West
of the East line of said NE 1/4; thence
Southerly, on an angle to the right of
89 deg. 40 min. 08 sec. and parallel with
said East line, 980 feet to the TRUE
POINT OF BEGINNING.

NOTE: Land referred to in Book 883 at
Page 556 described as follows:

A parcel of land located in the NE 1/4
Section 14, Township 2 South, Range 67
West, 6th P.M. described as follows:
BEGINNING at a point which is 2190 feet
South and 30 feet West of the Northeast
corner NE 1/4 Section 14, Township 2
South, Range 67 West,
thence West 630 feet;
thence South 450 feet;
thence East 630 feet;
thence North 450 feet; to the POINT OF
BEGINNING.

NOTE: Land referred to in Book 2649 at
Page 753 described as follows:

A parcel of land in the Northeast 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th Principal Meridian, Adams
County, Colorado, described as:
BEGINNING at the East 1/4 corner of said
Section 14;
thence North 00 deg. 00 min. 00 sec.
East, on an assumed bearing along the
East line of said Northeast 1/4, a
distance of 520.00 feet;
thence North 89 deg. 40 min. 08 sec.
West, parallel with the South line said
Northeast 1/4 a distance of 30.00 feet to
the TRUE POINT OF BEGINNING;
thence continuing North 89 deg. 40 min.
08 sec. West, a distance of 960.00 feet;
thence North 00 deg. 00 min. 00 sec. East
parallel with the East line of said

Northeast 1/4 a distance of 910.00 feet;
thence North 89 deg. 40 min. 08 sec. West
a distance of 417.23 feet to a point on
the Easterly right of way line of
Colorado State Highway No. 2;
thence North 42 deg. 04 min 00 sec. East
along said Easterly right of way line a
distance of 250.85 feet;
thence North 42 deg. 24 min. 20 sec. East
continuing along said Easterly right of
way line a distance of 204.10 feet to a
point on the South line of the Public
Service Company right of way; thence
South 89 deg. 32 min. 10 sec. East along
said South right of way line a distance
of 1071.55 feet to a point on the West
right of way line of Peoria Street;
thence South 00 deg. 00 min. 00 sec. West
along said West right of way line and
parallel with the East line said
Northeast 1/4 a distance of 1246.21 feet
to the TRUE POINT OF BEGINNING.

Hoffman Tract

The land conveyed by Warranty Deed dated January 30,
1991, from Clifford R. Hoffman and Joan Hoffman to Shell Oil
Company recorded in Book 3748, Page 201, and more particularly
described as follows:

Block 2, Fischer-Hoffman Tract
Adams County, Colorado

as known by street and number as 9925 Peoria.

A. Maul Tract

The land conveyed by Warranty Deed dated January 24,
1991, from Albert L. Maul and Evelyn F. Maul to Shell Oil
Company recorded in Book 3747, Page 424, and more particularly
described as follows:

That part of the Northeast 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th P.M., described as
follows:

BEGINNING at a point which is located
2190 feet South and 30 feet West of the
Northeast corner of said NE 1/4;
thence West a distance of 630 feet;
thence South a distance of 450 feet;
thence East a distance of 630 feet;
thence North a distance of 450 feet to
the POINT OF BEGINNING

Adams County, Colorado

as known by street and number as 10021 Peoria

Ohle Tract

The land conveyed by Warranty Deed dated February 21,
1991, from Albert H. Ohle and Barbara J. Ohle to Shell Oil
Company recorded in Book 3755, Page 441, and more particularly
described as follows:

A tract of land located in the SE 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th P.M., described as
follows:

Beginning at a point 30 feet North and 669 feet West of the Southeast corner of the SE 1/4 of said Section 14, thence North, a distance of 1290 feet; thence West, a distance of 344 feet to an existing pin; thence South, a distance of 1290 feet; more or less, to a point 30 feet North of the South line of the SE 1/4 of said Section 14; thence East and parallel with the said South line, a distance of 344 feet to the Point of Beginning, County of Adams, State of Colorado,

as known by street and number as 11841 E. 96th Avenue.

Werth Tract

The land conveyed by Warranty Deed dated January 30, 1991, from Ronald J. Werth and Virginia A. Werth to Shell Oil Company recorded in Book 3749, Page 985, and more particularly described as follows:

All of Block 2, Wagner Tract
Adams County, Colorado

as known by street and number as 9755 Peoria Street.

Holstine Tract

The land conveyed by Warranty Deed dated February 22, 1990, from Byron W. Holstine to Shell Oil Company, recorded in Book 3650, Page 425, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSUMED BEARING ALONG THE SOUTH LINE SAID SOUTHEAST 1/4 A DISTANCE OF 1350.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE SOUTHEAST 1/4 A DISTANCE OF 313.23 FEET TO A POINT 767.67 FEET EASTERLY OF THE SOUTHWEST CORNER SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE SAID SOUTHEAST 1/4 A DISTANCE OF 1320.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 313.80 FEET TO A POINT WHICH IS 1350.67 FEET WEST OF THE EAST LINE SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL TO THE EAST LINE SAID SOUTHEAST 1/4, A DISTANCE OF 1320.00 FEET TO THE TRUE POINT OF BEGINNING EXCEPT SOUTH 30.00 FEET THEREOF.

Lambert Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Markus H. Lambert and Myra D. Lambert to Shell Oil Company, recorded in Book 3594, Page 10, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE
OF 30 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 669 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE NORTH, A DISTANCE OF 340.31 FEET;
THENCE SOUTH 89 DEGREES 18 MINUTES EAST, A DISTANCE OF 320
FEET;
THENCE SOUTH, A DISTANCE OF 340.31 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 320 FEET
TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF
COLORADO.

AND

THAT PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE
OF 30 FEET;
THENCE WEST, A DISTANCE OF 30 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 319
FEET;
THENCE NORTH, A DISTANCE OF 340.31 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 320
FEET;
THENCE NORTH, A DISTANCE OF 410.10 FEET;
THENCE SOUTHEASTERLY, A DISTANCE OF 653.2 FEET TO A POINT WHICH
IS 30 FEET WEST OF THE EAST LINE OF SAID SECTION 14 AND NORTH
01 DEGREES 01 MINUTES EAST A DISTANCE OF 615 FEET FROM THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 01 DEGREES 01 MINUTES WEST, A DISTANCE OF 615 FEET
TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF
COLORADO.

also known by street and number as 11921 East 96th Avenue,
Commerce City, Colorado

Maul Tract

That land conveyed by Warranty Deed dated October 19,
1989, from Ronald J. Maul to Shell Oil Company, recorded in
Book 3615, Page 7, and more particularly described as follows:

PARCEL A:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2
SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS
COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE
NORTH ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF
864.0 FEET; THENCE DEFLECTING RIGHT 90 DEGREES A DISTANCE OF
30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEFLECTING
RIGHT 40 DEGREES 7 MINUTES, A DISTANCE OF 685.0 FEET; THENCE
DEFLECTING LEFT 20 DEGREES 48 MINUTES, A DISTANCE OF 575.0
FEET; THENCE DEFLECTING LEFT 9 DEGREES 03 MINUTES, A DISTANCE
OF 150.0 FEET; THENCE DEFLECTING LEFT 10 DEGREES 20 MINUTES, A
DISTANCE OF 79.0 FEET; THENCE DEFLECTING LEFT 137 DEGREES 6
MINUTES 49 SECONDS, A DISTANCE OF 1353.89 FEET; THENCE
DEFLECTING LEFT 42 DEGREES 49 MINUTES 11 SECONDS, A DISTANCE OF
300.0 FEET; THENCE DEFLECTING LEFT 90 DEGREES, A DISTANCE OF
262.0 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY COLORADO; DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE SAID SECTION 13, SAID POINT BEING 1136.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 13, 330.0 FEET; THENCE DEFLECTING RIGHT 90 DEGREES 10.4 FEET; THENCE DEFLECTING RIGHT 90 DEGREES 330.0 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 13, 10.4 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THE WEST 30.0 FEET OF THE ABOVE DESCRIBED PROPERTY.

also known by street and number as 9760 Peoria

Smaldone Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Thomas J. Smaldone to Shell Oil Company, recorded in Book 3594, Page 14, and more particularly described as follows:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE EAST 2633.3 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 05 MINUTES EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 227 FEET; THENCE NORTH 63 DEGREES 33 MINUTES WEST A DISTANCE OF 199.6 FEET; THENCE NORTH 72 DEGREES 33 MINUTES WEST, A DISTANCE OF 122 FEET; THENCE SOUTH 64 DEGREES 58 MINUTES WEST A DISTANCE OF 364 FEET; THENCE NORTH 89 DEGREES 52 MINUTES WEST A DISTANCE OF 764 FEET; THENCE NORTH 79 DEGREES 32 MINUTES WEST, A DISTANCE OF 150 FEET; THENCE NORTH 70 DEGREES 29 MINUTES WEST A DISTANCE OF 575 FEET; THENCE NORTH 49 DEGREES 41 MINUTES WEST, A DISTANCE OF 685 FEET; THENCE NORTH 89 DEGREES 48 MINUTES WEST, A DISTANCE OF 30 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 12 MINUTES WEST, A DISTANCE OF 864 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 05 MINUTES EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13 A DISTANCE OF 227 FEET;

THENCE NORTH 63 DEGREES 33 MINUTES WEST TO A POINT THAT IS EXACTLY 60 FEET WEST OF SAID NORTH-SOUTH CENTERLINE OF SAID

SECTION 13; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID SECTION 13 WHICH IS EXACTLY 60 FEET WEST OF SAID SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE EAST ALONG SAID SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

also known by street and number as 9610 Peoria

Spencer Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Dennis I. Spencer and Patricia L. Spencer to Shell Oil Company, recorded in Book 3594, Page 12, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE
NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSUMED
BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE
OF 1013.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE
CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG
SAID SOUTH LINE SOUTHEAST 1/4, A DISTANCE OF 337.67 FEET TO A
POINT 1280.90 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID
SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS
EAST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST
1/4, A DISTANCE OF 1320.00 FEET; THENCE NORTH 90 DEGREES 00
MINUTES 00 SECONDS EAST, 337.67 FEET TO A POINT WHICH IS
1013.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST
1/4; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST ALONG A
LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4, A
DISTANCE OF 1320.00 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE SOUTH 30.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF
COLORADO.

EXHIBIT B

ADAMS COUNTY
STATE OF COLORADO

CERTIFICATION

I, Robert Sack, Clerk and Recorder of the County of Adams,

State of Colorado, do hereby certify that the attached is a full,

true, and complete copy of _____

_____ *Declaration of*
_____ *Covenants* _____

as appears upon the records of my office.

R N 1083385

Book No. 4769 Page No. 297-308

I have hereunto set my hand and affixed the Seal of the
County of Adams, State of Colorado, this 11th *day of*
June *A. D., 1996 at* 8:20 *o'clock* A *m.*

Robert Sack
Clerk and Recorder

[Signature]
Deputy

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS, dated as of February 2, 1996, is made by SHELL OIL COMPANY, a Delaware corporation ("Shell"), for the benefit of the UNITED STATES OF AMERICA (the "United States") and the STATE OF COLORADO (the "State").

Recitals

A. Shell owns the land in Adams County, Colorado described in Exhibit A attached hereto and forming a part hereof (the "Land").

B. A portion of the Land is subject to Revised License dated effective December 3, 1991 (the "License"), from Shell to the United States Department of the Army (the "Army"), notice of which was given by Memorandum of License dated effective as of December 3, 1991, between Shell and the Army, filed for recording June 25, 1992 at 8 a.m., and recorded under Reception No. 1074181 in Book 3920 at page 351 of the real property records of Adams County, Colorado.

C. The Army, Shell, the State, the United States Environmental Protection Agency ("EPA"), and the United States Fish and Wildlife Service ("USFWS") entered into Agreement for a Conceptual Remedy for the Cleanup of the Rocky Mountain Arsenal dated June 13, 1995 (the "Conceptual Remedy Agreement").

D. Paragraph 23 of the Conceptual Remedy Agreement requires Shell to execute and record covenants to preclude use of groundwater underlying the Land until certain conditions are satisfied.

E. The Land is included within the Offpost Operable Unit (the "Offpost OU") of Rocky Mountain Arsenal, a National Priorities List site under the Comprehensive Environmental Response, Compensation, and Liability Act.

F. A Record of Decision for the Offpost OU (the "Offpost ROD") was signed on December 19, 1995.

G. Page A1-1 of Appendix B to the Offpost ROD also requires Shell to execute and record covenants to preclude use of groundwater underlying the Land until certain conditions are satisfied.

H. Shell desires to grant the covenants set forth below in full satisfaction of its obligations under paragraph 23 of the Conceptual Remedy Agreement and under page A1-1 of Appendix B to the Offpost ROD. These covenants will protect, preserve and enhance the value of the adjacent land owned by the United States and known as Rocky Mountain Arsenal (the "Onpost OU"), as well as contribute to the overall remedy for Rocky Mountain Arsenal.

Declaration

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which Shell acknowledges, Shell hereby covenants for itself and its successors and assigns as follows:

1. Use of Alluvial Groundwater Underlying the Land. No groundwater well for future use may be constructed on the Land if it is screened in the unconfined flow system ("UFS"), which is defined as the alluvial aquifer and the weathered upper portion of the Denver Formation, without the express written consent of the State and the United States for such period as this covenant remains in effect. Review and approval of any request for the construction of any such groundwater well shall be governed by the provisions of Appendix B, Attachment 3 of the Offpost ROD. Copies of the Offpost ROD are available at the following locations:

Joint Administrative Record Document Facility
("JARDF")
Rocky Mountain Arsenal
72nd Avenue and Quebec Street
Commerce City, Colorado 80022-1748

EPA Region VIII Superfund Records Center
999 18th Street
Denver, Colorado 80202-2466

Records Center
Hazardous Materials & Waste Management Division
Colorado Department of Public
Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80222-1530

2. **Use of Deeper Groundwater.** No groundwater may be used from any well on the Land that is screened in any aquifer beneath the UFS except as set forth in paragraph 4 of Appendix B, Attachment 3 of the Offpost ROD.

3. **Exceptions.** Notwithstanding the foregoing, no such approval shall be required for wells for groundwater sampling, wells for groundwater level measurements, wells for extraction for treatment of contaminated groundwater, and wells for reinjection of treated groundwater.

4. **Covenants Run With Land; Enforcement.** The covenants in paragraphs 1 and 2 touch and concern, run with, and burden the Land, and benefit the Onpost OU. They are granted for the benefit of the United States and the State to preserve the property values of the Onpost OU, and are enforceable by the United States, through the Army and EPA, and by the State. If there is a violation of either of those covenants that remains uncured after 30 days prior written notice of the violation to Shell (or other owner of the Land or portion thereof whose action constitutes the violation), the United States and the State, or either of them, may institute a suit against the person violating the covenants to enjoin the violation by temporary or permanent injunction; provided, however, that for an irreparable ongoing or imminent violation the 30-day notice is not required. No failure by the United States or the State to institute such a suit shall be deemed to be a waiver or a forfeiture of the right to enforce any covenant in this instrument.

5. **Notice.** In every instrument conveying any interest in any portion of the Land, including without limitation deeds, leases, and mortgages, Shell shall include a notice in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO DECLARATION OF COVENANTS DATED AS
OF FEBRUARY 2, 1996, RECORDED UNDER RECEPTION
NO. _____ IN BOOK _____ AT PAGE _____ OF THE
REAL PROPERTY RECORDS OF ADAMS COUNTY,
COLORADO, IN FAVOR OF AND ENFORCEABLE BY THE
UNITED STATES OF AMERICA AND THE STATE OF
COLORADO.

6. **Title.** Shell represents to the United States and the State that Shell's title to the Land is free and clear of all liens, encumbrances, and burdens arising by, through, or under Shell, but not otherwise, except for the lien for taxes not yet due and except for the License; and Shell will forever warrant and defend title to the Land against all persons claiming an interest therein by, through, or under Shell, but not otherwise, except for the interest created by the License.

7. **Release.** The covenants contained herein shall be released in accordance with the procedures outlined in paragraph 6 of Appendix B, Attachment 3 of the Offpost ROD.

8. Miscellaneous.

(a) No Admission of Liability. The execution and delivery of this instrument and Appendix B, Attachment 3 of the Offpost ROD by Shell shall not be construed as an admission of any liability on its part. Neither this instrument nor Appendix B, Attachment 3 of the Offpost ROD may be offered in evidence in any administrative or judicial proceeding, except for a proceeding to enforce its provisions.

(b) No Warranty. Except as specifically set forth in paragraph 6, this instrument is executed without any representation or warranty, express or implied.

(c) Headings. The headings in this instrument are for guidance and convenience of reference only and do not limit or otherwise affect the meanings of any of its provisions.

(d) Further Assurances. Shell, EPA, the State, the Army, and USFWS shall execute and deliver or cause to be executed and delivered such other instruments, and take such other actions, as may be reasonably necessary or advisable to carry out the purposes of this instrument.

(e) Entire Agreement. This instrument and Appendix B, Attachment 3 of the Offpost ROD constitute the entire understanding among Shell, EPA, the State, the Army, and USFWS with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements or understandings with respect to the subject matter.

(g) No Assignment. Neither the United States nor the State may assign any of their respective rights under this instrument without the prior written consent of Shell.

(h) Parties in Interest. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this instrument, express or implied, is intended to confer upon any other person or entity any benefit, right, or remedy.

EXECUTED as of the date first above written.

SHELL OIL COMPANY

By *Rand Shulman*
Vice President HS&E
Shell Chemical Company

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 1996, by Rand Shulman, as Vice President HS&E, Shell Chemical Company, a subsidiary of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Thomas R. Cope
Notary Public

My commission expires: April 9, 2000



The following described land in Adams County, Colorado:

Adams County Joint Venture Tract

The land conveyed by Warranty Deed dated February 26, 1991, from the Adams County Joint Venture to Shell Oil Company and more particularly described as follows:

Southwest Quarter of Section 13,
Township 2 South, Range 67 West,
excluding therefrom those tracts of land
described in the following deeds:

- 1) Book 771 at Page 234
- 2) Book 1003 at Page 527
- 3) Book 1037 at Page 479 but including
the east 60 feet of the tract of land
described in said Book 771 at Page 234,
all being in records of said Adams
County.

Commerce City Tract

The land conveyed by Warranty Deed dated October 15, 1991, from the City of Commerce City, Colorado, to Shell Oil Company, recorded in Book 3839, Page 873, and more particularly described as follows:

A parcel of land situated in a portion of
Lots 3, 4 and 6, Block 1, ADCO Industrial
Park Subdivision, being a portion of the
Southwest one-quarter of Section 14,
Township 2 South, Range 67 West of the
Sixth Principal Meridian, County of
Adams, State of Colorado, more
particularly described as follows:

Commencing at the center one-quarter
corner of said Section 14, said point
also being the Northeast corner of said
Lot 6, said point being the TRUE POINT OF
BEGINNING; thence South 00°07'25" West
along the East line of said Lots 6 and 3
and along the East line of the Southwest
one-quarter of the Southwest one-quarter
of said Section 14 a distance of 1058.92
feet; thence North 62°32'17" West a
distance of 824.60 feet to a point on the
Northwesterly line of said Lot 6, said
point also being on the Southeasterly
right of way line of Colorado State
Highway No. 2 and U.S. Highway No. 6;
thence the following three courses along
the Northwesterly line of said Lot 6 and
the Southeasterly right of way line of
said Colorado State Highway No. 2 and
U.S. Highway No. 6; thence North
45°00'48" East a distance of 396.72 feet;
thence North 46°11'03" East a distance of
299.95 feet; thence North 43°07'40" East
a distance of 261.54 feet to the
Northwest corner of said Lot 6; thence
South 89°52'35" East along the North line
of said Lot 6 a distance of 58.15 feet to
the TRUE POINT OF BEGINNING, County of
Adams, State of Colorado.

Fischer Tract

The land conveyed by Warranty Deed dated January 30, 1991, from Peggy Nadine Fischer, n/k/a Peggy Nadine Hite, to Shell Oil Company recorded in Book 3748, Page 724, and more particularly described as follows:

Block 1, Fischer-Hoffman Tract
Adams County, Colorado

also known by street and number as 9955 and 9961 Peoria

Hickey Tract

The land conveyed by Warranty Deed dated January 17, 1991, from Michael E. Hickey and Charles E. Hickey to Shell Oil Company recorded in Book 3746, Page 328 and more particularly described as follows:

PARCEL A:

The SE 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M.
EXCEPT the South 30 feet thereof;
EXCEPT that portion thereof lying within Peoria Street, 96th Avenue and East 100th Avenue;
EXCEPT that portion thereof lying within the Subdivision of Fischer-Hoffman Tract;
EXCEPT that portion thereof described in deeds recorded December 19, 1960 in Book 883 at Page 558, August 21, 1969 in Book 1539 at Page 239 and August 28, 1973, in Book 1884 at Page 850 and
EXCEPT any portion thereof that may lie westerly of the West line of that tract of land described in deed recorded December 9, 1960 in Book 882 at Page 335. County of Adams, State of Colorado.

Note: Land referred to in deed recorded in Book 883 at Page 558 described as follows:

A parcel of land located in the SE 1/4 Section 14, Township 2 South, Range 67 West, 6th P.M., described as follows:
BEGINNING at a point which is 2640 feet South and 30 feet West of the Northeast corner NE 1/4 Section 14, Township 2 South, Range 67 West;
thence West 960 feet,
thence South 1320 feet,
thence West 1220 feet,
thence South 1290 feet,
thence East 2180 feet,
thence North 2610 feet to the POINT OF BEGINNING;

NOTE: Land referred to in deed recorded in Book 1539 at Page 239 described as follows:

That part of the Southeast quarter of Section 14, Township 2 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, described as follows:

BEGINNING at the Southeast corner said Section 14; thence North 90 deg. 00 min. 00 sec. West on an assumed bearing along the South line said Southeast one-quarter a distance of 1013.00 feet to the TRUE POINT OF BEGINNING;

thence continuing North 90 deg. 00 min. 00 sec. West along said South line Southeast one-quarter a distance of 1188.57 feet to a point 430.00 feet Easterly of the Southwest corner said Southeast one-quarter; thence North 00 deg. 06 min. 30 sec. East along a line parallel to the West line said Southeast one-quarter a distance of 1320.00 feet; thence North 90 deg. 00 sec. 00 min. East, 1189.14 feet to a point which is 1013.00 feet West of the East line said Southeast one-quarter; thence South 00 deg. 08 min. 00 sec. West along a line parallel to the East line said Southeast one-quarter a distance of 1320.00 feet to the TRUE POINT OF BEGINNING, EXCEPT the South 30.00 feet thereof.

NOTE : Land referred to in Book 1884 at Page 850 described as follow:

BEGINNING at a point 30 feet North and 669 feet West of the Southeast corner of the Southeast quarter of Section 14, Township 2 South, Range 67 West of the Sixth P.M., County of Adams, State of Colorado; thence North, a distance of 1290 feet, thence West, a distance of 344 feet to an existing pin; thence South a distance of 1290 feet more or less, to a point 30 feet North of the South line of the Southeast quarter of Section 14; thence East and parallel with the said South line, a distance of 344 feet to the POINT OF BEGINNING.

PARCEL B:

That part of the NE 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M., lying Southeasterly of U.S. Highway No. 6 and Southerly of the South lines of those tracts of land described in deeds recorded November 5, 1967 in Book 1361 at Page 76 and June 3, 1982 in Book 2649 at Page 750, EXCEPT that portion thereof lying within Peoria Street and EXCEPT that portion thereof described in deed recorded December 19, 1960 in Book 883 at Page 556, County of Adams, State of Colorado.

NOTE: Land referred to in Book 1361 at
Page 76, described as follows:

That part of the NE 1/4 of Section 14,
Township 2 South, Range 67 West of the
6th P.M., described as follows:
BEGINNING at the East Quarter Corner of
said Section;
thence Northerly, along the East line of
said Section, 450 feet;
thence Westerly, on an angle to the left
of 89 deg. 40 min. 08 sec., parallel with
the South line of said NE 1/4, a distance
of 990 feet

to the TRUE POINT OF BEGINNING;
thence Westerly, parallel with said South
line, 1298.14 feet to the Easterly right
of way line of Colorado State Highway
No. 2;
thence on an angle to the right of 131
deg. 46 min. 08 sec. and along said
Easterly right of way line 1313.94 feet
to a point 1430 feet North of the South
line of said NE 1/4;
thence Easterly on an angle to the right
of 48 deg. 13 min. 52 sec., parallel with
the South line of said NE 1/4, a distance
of 417.23 feet to a point 990 feet West
of the East line of said NE 1/4; thence
Southerly, on an angle to the right of
89 deg. 40 min. 08 sec. and parallel with
said East line, 980 feet to the TRUE
POINT OF BEGINNING.

NOTE: Land referred to in Book 883 at
Page 556 described as follows:

A parcel of land located in the NE 1/4
Section 14, Township 2 South, Range 67
West, 6th P.M. described as follows:
BEGINNING at a point which is 2190 feet
South and 30 feet West of the Northeast
corner NE 1/4 Section 14, Township 2
South, Range 67 West,
thence West 630 feet;
thence South 450 feet;
thence East 630 feet;
thence North 450 feet; to the POINT OF
BEGINNING.

NOTE: Land referred to in Book 2649 at
Page 753 described as follows:

A parcel of land in the Northeast 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th Principal Meridian, Adams
County, Colorado, described as:
BEGINNING at the East 1/4 corner of said
Section 14;
thence North 00 deg. 00 min. 00 sec.
East, on an assumed bearing along the
East line of said Northeast 1/4, a
distance of 520.00 feet;
thence North 89 deg. 40 min. 08 sec.
West, parallel with the South line said
Northeast 1/4 a distance of 30.00 feet to
the TRUE POINT OF BEGINNING;
thence continuing North 89 deg. 40 min.
08 sec. West, a distance of 960.00 feet;
thence North 00 deg. 00 min. 00 sec. East
parallel with the East line of said

Northeast 1/4 a distance of 910.00 feet;
thence North 89 deg. 40 min. 08 sec. West
a distance of 417.23 feet to a point on
the Easterly right of way line of
Colorado State Highway No. 2;
thence North 42 deg. 04 min 00 sec. East
along said Easterly right of way line a
distance of 250.85 feet;
thence North 42 deg. 24 min. 20 sec. East
continuing along said Easterly right of
way line a distance of 204.10 feet to a
point on the South line of the Public
Service Company right of way; thence
South 89 deg. 32 min. 10 sec. East along
said South right of way line a distance
of 1071.55 feet to a point on the West
right of way line of Peoria Street;
thence South 00 deg. 00 min. 00 sec. West
along said West right of way line and
parallel with the East line said
Northeast 1/4 a distance of 1246.21 feet
to the TRUE POINT OF BEGINNING.

Hoffman Tract

The land conveyed by Warranty Deed dated January 30,
1991, from Clifford R. Hoffman and Joan Hoffman to Shell Oil
Company recorded in Book 3748, Page 201, and more particularly
described as follows:

Block 2, Fischer-Hoffman Tract
Adams County, Colorado

as known by street and number as 9925 Peoria.

A. Maul Tract

The land conveyed by Warranty Deed dated January 24,
1991, from Albert L. Maul and Evelyn F. Maul to Shell Oil
Company recorded in Book 3747, Page 424, and more particularly
described as follows:

That part of the Northeast 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th P.M., described as
follows:

BEGINNING at a point which is located
2190 feet South and 30 feet West of the
Northeast corner of said NE 1/4;
thence West a distance of 630 feet;
thence South a distance of 450 feet;
thence East a distance of 630 feet;
thence North a distance of 450 feet to
the POINT OF BEGINNING

Adams County, Colorado

as known by street and number as 10021 Peoria

Ohle Tract

The land conveyed by Warranty Deed dated February 21,
1991, from Albert H. Ohle and Barbara J. Ohle to Shell Oil
Company recorded in Book 3755, Page 441, and more particularly
described as follows:

A tract of land located in the SE 1/4 of
Section 14, Township 2 South, Range 67
West of the 6th P.M., described as
follows:

Beginning at a point 30 feet North and 669 feet West of the Southeast corner of the SE 1/4 of said Section 14, thence North, a distance of 1290 feet; thence West, a distance of 344 feet to an existing pin; thence South, a distance of 1290 feet; more or less, to a point 30 feet North of the South line of the SE 1/4 of said Section 14; thence East and parallel with the said South line, a distance of 344 feet to the Point of Beginning, County of Adams, State of Colorado,

as known by street and number as 11841 E. 96th Avenue.

Werth Tract

The land conveyed by Warranty Deed dated January 30, 1991, from Ronald J. Werth and Virginia A. Werth to Shell Oil Company recorded in Book 3749, Page 985, and more particularly described as follows:

All of Block 2, Wagner Tract
Adams County, Colorado

as known by street and number as 9755 Peoria Street.

Holstine Tract

The land conveyed by Warranty Deed dated February 22, 1990, from Byron W. Holstine to Shell Oil Company, recorded in Book 3650, Page 425, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSURED BEARING ALONG THE SOUTH LINE SAID SOUTHEAST 1/4 A DISTANCE OF 1330.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE SOUTHEAST 1/4 A DISTANCE OF 313.23 FEET TO A POINT 767.67 FEET EASTERLY OF THE SOUTHWEST CORNER SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE SAID SOUTHEAST 1/4 A DISTANCE OF 1320.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 313.80 FEET TO A POINT WHICH IS 1330.67 FEET WEST OF THE EAST LINE SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL TO THE EAST LINE SAID SOUTHEAST 1/4, A DISTANCE OF 1320.00 FEET TO THE TRUE POINT OF BEGINNING EXCEPT SOUTH 30.00 FEET THEREOF.

Lambert Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Markus H. Lambert and Myra D. Lambert to Shell Oil Company, recorded in Book 3594, Page 10, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE
OF 30 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 669 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE NORTH, A DISTANCE OF 340.31 FEET;
THENCE SOUTH 89 DEGREES 18 MINUTES EAST, A DISTANCE OF 320
FEET;
THENCE SOUTH, A DISTANCE OF 340.31 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 320 FEET
TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF
COLORADO.

AND

THAT PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14;
THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE
OF 30 FEET;
THENCE WEST, A DISTANCE OF 30 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 319
FEET;
THENCE NORTH, A DISTANCE OF 340.31 FEET;
THENCE NORTH 89 DEGREES 18 MINUTES WEST, A DISTANCE OF 320
FEET;
THENCE NORTH, A DISTANCE OF 410.10 FEET;
THENCE SOUTHEASTERLY, A DISTANCE OF 653.2 FEET TO A POINT WHICH
IS 30 FEET WEST OF THE EAST LINE OF SAID SECTION 14 AND NORTH
01 DEGREES 01 MINUTES EAST A DISTANCE OF 615 FEET FROM THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 01 DEGREES 01 MINUTES WEST, A DISTANCE OF 615 FEET
TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF
COLORADO.

also known by street and number as 11921 East 96th Avenue,
Commerce City, Colorado

Maul Tract

That land conveyed by Warranty Deed dated October 19,
1989, from Ronald J. Maul to Shell Oil Company, recorded in
Book 3615, Page 7, and more particularly described as follows:

PARCEL A:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2
SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS
COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE
NORTH ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF
864.0 FEET; THENCE DEFLECTING RIGHT 90 DEGREES A DISTANCE OF
30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEFLECTING
RIGHT 40 DEGREES 7 MINUTES, A DISTANCE OF 685.0 FEET; THENCE
DEFLECTING LEFT 20 DEGREES 48 MINUTES, A DISTANCE OF 575.0
FEET; THENCE DEFLECTING LEFT 9 DEGREES 03 MINUTES, A DISTANCE
OF 150.0 FEET; THENCE DEFLECTING LEFT 10 DEGREES 20 MINUTES, A
DISTANCE OF 79.0 FEET; THENCE DEFLECTING LEFT 137 DEGREES 6
MINUTES 49 SEC ONDS, A DISTANCE OF 1353.89 FEET; THENCE
DEFLECTING LEFT 42 DEGREES 49 MINUTES 11 SECONDS, A DISTANCE OF
300.0 FEET; THENCE DEFLECTING LEFT 90 DEGREES, A DISTANCE OF
262.0 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY COLORADO, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE SAID SECTION 13, SAID POINT BEING 1136.4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 13, 330.0 FEET; THENCE DEFLECTING RIGHT 90 DEGREES 10.4 FEET; THENCE DEFLECTING RIGHT 90 DEGREES 330.0 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 13, 10.4 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THE WEST 30.0 FEET OF THE ABOVE DESCRIBED PROPERTY.

also known by street and number as 9760 Peoria

Smaldone Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Thomas J. Smaldone to Shell Oil Company, recorded in Book 3594, Page 14, and more particularly described as follows:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE EAST 2633.3 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 05 MINUTES EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 227 FEET; THENCE NORTH 63 DEGREES 33 MINUTES WEST A DISTANCE OF 199.6 FEET; THENCE NORTH 72 DEGREES 33 MINUTES WEST, A DISTANCE OF 122 FEET; THENCE SOUTH 64 DEGREES 58 MINUTES WEST A DISTANCE OF 364 FEET; THENCE NORTH 89 DEGREES 52 MINUTES WEST A DISTANCE OF 764 FEET; THENCE NORTH 79 DEGREES 32 MINUTES WEST, A DISTANCE OF 150 FEET; THENCE NORTH 70 DEGREES 29 MINUTES WEST A DISTANCE OF 575 FEET; THENCE NORTH 49 DEGREES 41 MINUTES WEST, A DISTANCE OF 685 FEET; THENCE NORTH 89 DEGREES 48 MINUTES WEST, A DISTANCE OF 30 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 00 DEGREES 12 MINUTES WEST, A DISTANCE OF 864 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 05 MINUTES EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13 A DISTANCE OF 227 FEET;

THENCE NORTH 63 DEGREES 33 MINUTES WEST TO A POINT THAT IS EXACTLY 60 FEET WEST OF SAID NORTH-SOUTH CENTERLINE OF SAID SECTION 13; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID SECTION 13 WHICH IS EXACTLY 60 FEET WEST OF SAID SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE EAST ALONG SAID SOUTH LINE OF SAID SECTION 13 A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

also known by street and number as 9610 Peoria

Spencer Tract

That land conveyed by Warranty Deed dated August 17, 1989, from Dennis I. Spencer and Patricia L. Spencer to Shell Oil Company, recorded in Book 3594, Page 12, and more particularly described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE
NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AN ASSUMED
BEARING ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE
OF 1013.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE
CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG
SAID SOUTH LINE SOUTHEAST 1/4, A DISTANCE OF 337.67 FEET TO A
POINT 1280.90 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID
SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS
EAST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST
1/4, A DISTANCE OF 1320.00 FEET; THENCE NORTH 90 DEGREES 00
MINUTES 00 SECONDS EAST, 337.67 FEET TO A POINT WHICH IS
1013.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST
1/4; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST ALONG A
LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4, A
DISTANCE OF 1320.00 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE SOUTH 30.00 FEET THEREOF, COUNTY OF ADAMS, STATE OF
COLORADO.

7.

EXHIBIT C

RELEASE OF RESTRICTIVE COVENANTS

By paragraph 1 of Declaration of Restrictive Covenants dated as of February 2, 1996 (the "Declaration"), filed for recording _____, 1996, and recorded under Reception No. _____ in Book _____ at page _____ of the real property records of Adams County, Colorado, Shell Oil Company, a Delaware corporation ("Shell"), granted a restrictive covenant for the benefit of the United States of America and the State of Colorado (the "State"), prohibiting the construction of groundwater wells on the land in Adams County, Colorado described in Exhibit A attached to the Declaration (the "Land") and screened in the unconfined flow system, all as more fully described therein.

Neither the United States of America nor the State have assigned any of their rights under the Declaration.

The Army, the State, and EPA have all acknowledged that the conditions specified in paragraph 6 of Appendix B, Attachment 3 of the Offpost Record of Decision for release of the covenant in paragraph 1 of the Declaration have been satisfied.

IN CONSIDERATION of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the United States of America, through the United States Department of the Army, and the State hereby release and quitclaim to Shell and its successors and assigns all their right, title, and interest, if any, in and to the Land insofar as they relate to paragraph 1 of the Declaration.

The covenant granted under paragraph 2 of the Declaration is in full force and effect and is not affected by this instrument.

EXECUTED this ____ day of _____, 20__.

FOR THE UNITED STATES
OF AMERICA

By the Department of the Army

By _____
Title:

SCHEDULE 1

Analyte	CSRG (ppb)	PQL (ppb)
Aldrin	0.002	0.05
Arsenic	2.35	
Atrazine	3	
Benzene	3	
Carbon tetrachloride	0.3	0.99
Chlordane	0.03	0.095
Chloride	250,000	
Chlorobenzene	25	
Chloroform	6	
CPMS	30	
CPMSO	36	
CPMSO ₂	36	
DBCP	0.2	
DCPD	46	
DDE	0.1	
DDT	0.1	
1, 2-Dichloroethane	0.4	1.0
1, 3-Dichlorobenzene	6.5	
Dieldrin	0.002	0.05
DIMP	8	
Dithiane	18	
Endrin	0.2	
Ethylbenzene	200	
Fluoride	2,000	
Hexachlorocyclopentadiene	0.23	
I sodrin	0.06	
Malathion	100	
NDMA	0.007	0.033
1,4-Oxathiane	160	
Sulfate	540,000	
Tetrachloroethylene	5	
Toluene	1,000	
Trichloroethylene	3	
Xyl enes	1,000	

CSRG - Containment System Remediation Goals for the Offpost Groundwater Intercept and Treatment System

PQL - Practical Quantitation Limit (presented only when the PQL is greater than the CSRG)

For purposes of the covenants in paragraphs 1 and 2 of the Declaration of Restrictive Covenants, the appropriate standard for a given analyte is its CSRG or its PQL if the PQL is greater than the CSRG.

SCHEDULE 2

WELLS

37062
37065
37071
37076
37081
37083
37085-Den
37106
37116
37319
37338
37369
37370
37377
37378
37390-Den
37391
37392