HR.

WILL DETERMINED TO GAIN THE COVENANTS SET FORTH BELOW.

satisfaction.

groundwater underlying the land until certain conditions are
satisfied to execute and record covenants to proceed use of
the roads (as set forth in Appendix B to the opposite deed under the
comprehensive environment acts.

E. The land is included within the opposite parcel operated under
the "post of the comprehensive agreement".

D. Paragraph 2 of the comprehensive agreement provides that
the land shall be subject to the respective covenants to proceed use of
certain conditions are
satisfied.

The comprehensive agreement for the comprehensive agreement
was given by a mortgage of the comprehensive agreement for a
portion of the land to the state of Colorado and a part thereof (the
state).
Agreement

Page 3 of Appendix B to the Agreement.

I. The parties acknowledge the receipt and execution of which all parties agree.
SERVICED BY UNITED STATES FISH AND WILDLIFE

PROTECTION AGENCY UNITED STATES ENVIRONMENTAL

FOR THE STATE OF COLORADO

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

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

2. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

3. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

4. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

5. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

6. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

7. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

8. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

9. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

10. Counterparts. Right, or Remedy. In any number of counterparts, each of which shall be deemed an original instrument, for all purposes.

By TITLE:

By TITLE:

By TITLE:

By TITLE:

SHELL OIL COMPANY

UNITED STATES DEPARTMENT OF THE ARMY
My commission expires:

Notary Public

Witness my hand and official seal.

Corporation, on behalf of the Corporation,
Chemical Company, a subsidiary of Shell Oil Company, a Delaware
Day of June, 1996, by R.N. Shuitman, Vice President HSE, Shell

The foregoing instrument was acknowledged before me this

County of

( ) SS.

State of

Shell Chemical Company

By

Vice President HSE

Shell Oil Company

Executed as of the date first above written.
either of them, may instigate a suit against the person violating
constitutions the violation, the United States and the State of
smaller (or other cause of the land or portion thereof whose action
mentioned after 90 days, under written notice of the violation to
without prejudice to either of those causes. The party or parties, it
property unless the damage or injury is caused by the
hand, and to prevent the trespasser, and to perform such
paragraphs 1 and 7, where applicable, on the
4. Consequences. No further enforcement. The consequences. The

3. Exception. No further enforcement. The consequences. The

2. Use water groundwaters. No use of groundwaters. No such

1. Description of the affected area.

that are set forth in paragraph 4 of Appendix B, from any well on the land that is secured in any other

Denver, Colorado 80222-3620
4100 Cherry Creek Drive South
Health and Environment
Hazardous Materials & Waste Management Division
Records Center

Denver, Colorado 80202-2466
990 E. 18th Street
Environmental Protection
Superfund Records Center
Federal Region V

Commercial City, Colorado 80222-1748
2nd Avenue and Quebec Street
Environmental Assessment
Equipment Maintenance Facility

Appendix B: Table of Groundwater Reuse

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<tr>
<th>Location</th>
<th>Groundwater Reuse Facility</th>
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<tr>
<td>Denver</td>
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<tr>
<td>Idaho</td>
<td>Colorado 80202-2466</td>
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<tr>
<td>Los Angeles</td>
<td>Colorado 80222-1748</td>
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In consideration of the foregoing and other good

declaration.

successors and assigns as follows:

shall acknowledge, shall hereby covenant for their
valueable consideration, the receipt and sufficiency of which is
In consideration of the foregoing and other good

Declaration.
The purpose of this instrument, as may be reasonably necessary, or advisable to carry out and define, such other instruments, and take such other acts, as may be reasonably necessary or advisable to carry out any, and uses small excuses and defeat or escape of the State, or any other means of effecting the provisions, guarantees and conditions of the instrument, and do not direct or authorize the execution of this instrument, and all of the paragraphs thereof. No warranty. Except as specifically set forth in this instrument, the execution of this instrument is excepted. The heading, in the heading of this instrument, are for identification purposes only, and are not part of this instrument.
other person or entity any benefits, rights, or remedy.

instrument, express or implied, is intended to confer upon any
their respective successors and assigns. Nothing in this
binding upon and inure to the benefit of the parties hereto and
Parts to Interest. This instrument shall be

(4) No Assignment. Neither the United States nor the
instrument without the prior written consent of each.

understandings with respect to the subject matter,
understandings referred to the subject matter hereto, superseding all
attachment to the opinion or the entire

(5) Notice Agreement. This instrument and Appendix B,
Witness my hand and official seal.

Penalty of the United States of America.

The foregoing instrument was acknowledged before me this

COUNTY OF

STATE OF

By

Health and Environment
By the Colorado Department of Public
For the State of Colorado

By

By the Department of the Army

FOR THE UNITED STATES

EXEuted this day of

The covenant granted under paragraph 2 of the declaration is

Paragraph 1 of the declaration have been satisfied.

Neither the Army, the State, nor the State have

attorned to and the Army, Colorado, has, and recorded in the
the manner and in accordance with the

section of the record of the United States of America, the

in the book of the Real Property

Records of Adams County, Colorado, entitled:

DATE OF RECORdATION, 1996, for the.

RElease Of REstriction COvenants

EXHIBIT C
Notary Public

Witneses my hand and official seal.

My commission expires:

------------------------------

Notary

Environment, on behalf of the State of Colorado,

of the Colorado Department of Public Health and

Day of , 20,

The foregoing instrument was acknowledged before me this

COUNTY OF

STATE OF

My commission expires:
For purposes of the comparison in paragraphs 1 and 2 of the Declaration of Residency, the

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**SCHEDULE 1**
I. The restrictive covenants set forth in the declaration
are enforceable by the United States, through the Army and EPA,
and by the State.

The declaration is attached hereto as Exhibit B,
and under Appendix A-1 of Appendix B to the affidavit ROD. A copy of
the declaration, under paragraph 22 of the conceptual remedy agreement
relates to the United States, the State of Colorado and the Army.

The real property recorded of Adams County, Colorado, shall be
exposed to condemnation under Section 3 of the "declaration," titled for recording
the "declaration," dated as February 2, 1996, and

C. Page 1-1 of Appendix B to the affidavit ROD also requires
a record of the declaration.

The declaration is attached hereto as Exhibit B,
and under Appendix A-1 of Appendix B to the affidavit ROD. A copy of
the declaration, under paragraph 22 of the conceptual remedy agreement
relates to the United States, the State of Colorado and the Army.

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