



On this day, September 3, 2009

The U.S. Environmental Protection Agency (U.S. EPA)

Determines that the

*SHELL PROPERTY WITHIN THE OFFPOST OPERABLE UNIT OF THE
ROCKY MOUNTAIN ARSENAL NATIONAL PRIORITIES LIST SITE (SHELL RfR PROPERTY)*

Is Ready for Residential Reuse

Carol L. Campbell

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U.S. EPA Region 8 Assistant Regional Administrator

Office of Ecosystems Protection and Remediation

This Ready for Reuse (RfR) Determination is for 294 acres of property owned by Shell Oil Corporation ("Property") which is within or adjacent to the Offpost Operable Unit of the Rocky Mountain Arsenal CERCLA site. This RfR Determination provides that U.S. EPA and the State of Colorado have made a technical determination that the Property is ready for use for any purpose allowed under local land use and zoning laws, subject only to restrictions put in place pursuant to the Offpost Record of Decision (ROD) and the remedy will remain protective of human health and the environment, subject to the limitations on use of groundwater as specified in the ROD and the February 2, 1996, Declaration of Covenants, which have been summarized in the attached report, *Ready for Reuse Determination for a Portion of the Shell Property within the Offpost Operable Unit of the Rocky Mountain Arsenal, National Priorities List Site (Shell RfR Property)*, September 3, 2009. This RfR Determination remains valid only as long as the requirements and use limitations specified in the ROD and the Declaration of Covenants are met.

Limitations on use of the Property include the following: Prohibition against construction of alluvial wells until groundwater standards in the ROD are met, and Prohibition against use of deeper groundwater until groundwater standards in the ROD are met.

This RfR Determination is an environmental status report and does not have any legally binding effect and does not expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. U.S. EPA assumes no responsibility for reuse activities and /or for any possible or potential harm that might result from reuse activities. U.S. EPA retains any and all rights and authorities it has, including but not limited to legal, equitable, or administrative rights. U.S. EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the Property, including but not limited to instances when new or additional information has been discovered regarding the contamination or conditions at the Property that indicate that the remedy and/or conditions at the Property are no longer protective of human health or the environment for the types of uses identified in the RfR Determination. The landowner is responsible for ensuring that any limitations specified in the ROD that might be affected by a particular use are complied with during the activity.

The types of uses identified as protective in this RfR Determination remain subject to (i) applicable federal, state, and local regulation, and to (ii) title documents, including but not limited to easements, restrictions, and institutional controls.

**READY FOR REUSE DETERMINATION
FOR A PORTION OF THE
SHELL PROPERTY WITHIN THE OFFPOST OPERABLE UNIT
OF THE ROCKY MOUNTAIN ARSENAL
NATIONAL PRIORITIES LIST SITE
(SHELL RfR PROPERTY)**

September 3, 2009



**Prepared by the
U.S. Environmental Protection Agency, Region 8**

TABLE OF CONTENTS

I. Executive Summary..... 1
II. RMA Site and Shell Property Location..... 3
III. Site Summary 3
IV. Basis for U.S. EPA's Ready for Reuse (RfR) Determination..... 5
IV. Ongoing Limitations..... 6

References

Figures

- Figure 1: Site Location Map
- Figure 2: Shell RfR Property

Exhibits

- Exhibit 1: Legal Description of the Shell Property
- Exhibit 2: Latitude/Longitude Coordinates for the Shell RfR Property
- Exhibit 3: Acronyms
- Exhibit 4: Declaration of Covenants
- Exhibit 5: Revised License Agreement Between Shell and Army

I. Executive Summary

This Ready for Reuse (RfR) Determination pertains to a portion (approximately 294 acres) of the Shell Oil Company property (Shell RfR Property) that is within or adjacent to the Offpost Operable Unit (OU) of the Rocky Mountain Arsenal National Priorities List Site (RMA/NPL) in Commerce City, Colorado (Figure 1). The Shell Property consists of 349 acres (thirteen parcels) of contiguous land that is within or adjacent to the Offpost OU.

The RMA/NPL Site was listed on the NPL under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in 1984. The RMA/NPL site comprises two OUs: Onpost (OU3) and Offpost (OU4). Shell acquired the property north of the Onpost OU, referred to as the Shell Property, in the late 1980s and early 1990s. This land was purchased by Shell during the CERCLA remedial investigation (RI) of the RMA and before CERCLA cleanup decisions had been made. The Onpost OU is the primary source of contamination at the Offpost OU, which is primarily attributed to groundwater that flows below the Shell Property toward the South Platte River.

This RfR Determination provides that EPA has made a technical determination that the surface of the Shell RfR Property, located in Commerce City, Adams County, Colorado, is ready for residential use and will remain protective of human health and the environment, subject to operation and maintenance (O&M) of both the Onpost and Offpost remedies, and the limitations as specified in the *Rocky Mountain Arsenal, Offpost Operable Unit Record of Decision (ROD)*, including institutional controls preventing the use of groundwater, and continued access to the groundwater monitoring network.

This RfR Determination is a technical decision document and does not have any legally binding effect, nor does it expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. EPA assumes no responsibility for reuse activities and/or any potential harm that might result from reuse activities. EPA retains any and all rights and authorities it has, including but not limited to legal, equitable, or administrative rights. EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the site, including but not limited to instances when new or additional information has been discovered regarding the contamination or conditions at the site that indicates that the response and/or the conditions at the site are no longer protective of human health or the environment for the types of uses identified in the RfR determination.

The types of uses identified as protective in this RfR determination remain subject to (i) applicable federal, state, and local regulation, including, but not limited to, zoning ordinances and building codes, and (ii) title documents, including, but not limited to, easements, restrictions, and institutional controls.

The risk assessment for the Offpost ROD concluded that, "actual or threatened releases of hazardous substances from the site, if not addressed . . . may present a potential threat to public health, welfare, or the environment" (FWENC 1996). Soil contamination only represented 25 percent of the potential health risks; therefore the Offpost remedy primarily addressed groundwater contamination. The major components of the selected remedy for the Offpost ROD (HLA 1995) include:

- Operation of the Off-Site Groundwater Intercept and Treatment System (OGITS);
- Continued operation of the North Boundary Containment System (NBCS) and Northwest Boundary Containment System (NWBCS);
- Long-term groundwater and surface water monitoring;
- Institutional controls to prevent the use of shallow groundwater on the Shell Property for potable purposes until groundwater cleanup standards are achieved; and

- For settlement purposes, Shell revegetated 160 acres of soil on the Shell Property to enhance the degradation of low-level pesticide residues. The existing soil risks in the area that was revegetated were within EPA's established acceptable risk range and revegetation was not necessary.

With the completion of the soil tilling and seeding in 1997 and the on-going implementation of the other components of the Onpost and Offpost remedies, the U.S. EPA has determined that any unacceptable levels of risk in the soil on the Shell RfR Property have been abated for current and future residential users. Based on technical information available as of this date, U.S. EPA Region 8, with concurrence from the Colorado Department of Public Health and Environment (CDPHE) and Tri-County Health Department (TCHD), issues this RfR Determination, effective September 3, 2009.

By: Carol L. Campbell Date: 9/3/09
Carol L. Campbell
Assistant Regional Administrator
Office of Ecosystems Protection and Remediation
U.S. EPA, Region 8

Documents pertaining to the Shell RfR Property and this RfR Determination are part of the Administrative Record for the RMA NPL Site, which are available for review at the Joint Administrative Records Document Facility, Building 129, Room 2024, Commerce City, Colorado 80022-1748 or the EPA Superfund Records Center, 1595 Wynkoop St., Denver, CO 80202. Some of the documents can be viewed on the internet at <http://www.epa.gov/region8/superfund/coirkymtnarsenal/index.html#6> and at <http://www.rma.army.mil/>.

Additional information can be obtained from the following persons:

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4300 Cherry Creek Drive South
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II. RMA/NPL Site and Shell RfR Property Location

The RMA/NPL Site is located approximately ten miles northeast of downtown Denver, Colorado, adjacent to Commerce City and Brighton to the north, Montbello to the south, Denver International Airport to the east, and Commerce City to the west. The Shell RfR Property consists of approximately 394 acres and is located immediately north and adjacent to the RMA Onpost OU. A mix of residential, commercial, agricultural, and industrial properties is located to the west, north, and east of the Shell Property. Figure 1 is a site location map and Figure 2 depicts the Shell Property and the Shell RfR Property. The Shell RfR Property is bounded on the south by East 96th Avenue, on the northwest by State Highway 2, and bisected by Peoria Street. A portion of the Shell Property not included in the RfR Determination, highlighted in green on Figure 2, contains an operating groundwater extraction and treatment facility. The soil area that was tilled is identified by red diagonal lines on Figure 2. A legal description of the Shell Property is included as Exhibit 1. Latitude/longitude coordinates of the Shell RfR Property are provided as Exhibit 2.

III. Shell RfR Property History

Site and Contamination History

Table 1 is a chronology of significant events related to the Shell RfR Property. RMA was created in 1942, at the height of World War II, when the Army purchased 17,000 acres of land to manufacture chemical weapons such as mustard gas and white phosphorus. Private industry was encouraged to lease facilities at RMA after the war to foster economic growth in the area, offset operational costs, and maintain facilities for national security. Under the lease program, Julius Hyman and Company began producing pesticides in 1946. In 1952, Shell Chemical Company acquired Julius Hyman and Company and continued to produce agricultural pesticides on-site until 1982. Common industrial and waste disposal practices used by the Army and Shell during these years resulted in contamination both Onpost and Offpost.

Prior to 1850, the site was used by Native American tribes indigenous to the area, such as the Cheyenne and Arapahoe. Previous to Army operations at the RMA Onpost OU, areas of the Offpost OU were used for rangeland, dryland farming, and irrigated farming with some rural residential areas and scattered areas of intensive agricultural use (FWENC 1996). Shell acquired the property north of the RMA Onpost OU from 1989 through 1992. Construction of OGITS as an Interim Response Action began in November 1991 and full-scale system operation began in June 1993.

Summary of Cleanup Activities

The major components of the selected remedy for the Offpost ROD include:

- Operation of the OGITS;
- Operation of the NBCS and NWBCS;
- Long-term groundwater and surface water monitoring;
- Institutional controls to prevent the use of shallow groundwater on the Shell Property for potable purposes until groundwater cleanup standards are achieved; and
- For settlement purposes, Shell revegetated approximately 160 acres of the Shell Property to enhance the degradation of low-level pesticide residues.

Tilling and seeding were completed in 1997, and continued operations of the OGITS, NBCS, and NWBCS have been ongoing since the December 1995 remedy was selected. Surface water and groundwater monitoring have also been ongoing as required by the Offpost ROD. Institutional Controls identified in Attachment B of the Offpost ROD and associated groundwater monitoring, as well as deed restrictions on the Shell RfR Property, have been implemented since 1996. See Exhibit 4, Declarations of Covenants, and Exhibit 5, Revised License Agreement Between Shell and Army, for further information.

Based on EPA guidance issued in 2002 and 2003, EPA conducted an indoor air evaluation for the entire Offpost OU in support of the ongoing development in the adjacent communities. The evaluation estimated indoor air concentrations of volatile organic compounds (VOCs), and the associated potential carcinogenic and non- carcinogenic risks (EPA 2002) (EPA2003) within future basements and single-level structures. The result of the assessment indicated that modeled concentrations were below human health risk criteria, that no further evaluation of the vapor intrusion pathway was warranted, and there was no need to implement intrusion controls in buildings overlying the groundwater plume in the Offpost OU (EPA 2004b).

The Onpost soil remedy has been ongoing since 1996 and is scheduled to be completed by June 2011. Groundwater remediation continues to extract and treat contaminated groundwater from plumes underlying the Onpost OU.

Redevelopment/Reuse History

With the exception of the construction of OGITS, there has been no redevelopment/reuse of the Shell Property. The area around the Shell RfR Property is undergoing primarily residential development in recent years. As many as 23,000 single-family homes have been projected and it is expected that this growth will continue.

A Consent Decree in Civil Action No. 83-CV-02386-WYD was entered October 2, 2008 by the United States District Court for the District of Colorado's settlement of natural resource damage claims by the State of Colorado against Shell. As part of the settlement, Shell is to transfer, via quitclaim, 100 acres of the Shell Property to Commerce City, Colorado.

The property provides 1) valuable habitat for avian and other wildlife, and 2) important buffer against residential and commercial development to the east, west and north of the property, both of which are of great importance to the residents of Adams County and the People of the State of Colorado.

The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, or open condition, and for wildlife habitat uses consistent with the protection of open land having

wholesome environmental quality. As such, this land is to remain as open space in perpetuity for the benefit of wildlife and for the enjoyment of the people of the State of Colorado.

Timeline of EPA Activities to Date

The following table (Table 1) is a chronology of significant events related to the Shell Property.

Table 1: Chronology of Significant Events Related to the Shell Property

Date	Event
1942	Establishment of RMA
Late 1950s	Groundwater contamination first suspected off post
1977	Army installs pilot groundwater containment system at the north boundary
1978-1984	Army and Shell install three boundary groundwater containment systems
1984	Site proposed for addition to the National Priorities List (NPL)
Aug. 1987	RMA added to the NPL
Feb. 1989	Federal Facility Agreement signed
1989-1992	Shell acquires property north of RMA Onpost OU
Jan. 1992	Offpost OU Remedial Investigation
Dec. 1992	Offpost OU Endangerment Assessment/Feasibility Study
Jan. 1993	OGITS begins intercepting and removing contamination from groundwater below the Shell Property
Dec. 1995	Record of Decision signed for Offpost Operable Unit
Feb. 1996	Adams County Clerk and Recorder records Declarations of Covenants prohibiting the use of shallow groundwater on the Shell Property for potable purposes
Jun. 1996	Record of Decision signed for On-Post Operable Unit
Sept. 1998	Tilling and revegetation of Shell Property completed
Jan. 2001	Final 2000 Five-Year Review Report
Apr. 2004	RMA National Wildlife Refuge established
Apr. 2004	EPA Offpost Indoor Air Evaluation
Nov. 2007	Final 2005 Five-Year Review Report

IV. Basis for U.S. EPA's Ready for Reuse (RfR) Determination

Description of Risks

Since the early 1950s, potential contamination of the flora and fauna at RMA and various aspects of the ecology of these organisms have been studied. Initial studies were conducted in response to reports of wildlife mortality and agricultural damage. By the late 1950s, complaints of groundwater pollution north of RMA began to surface (FWENC 1996).

Contamination of the Offpost OU is primarily attributed to manufacturing and disposal activities that were conducted on the Onpost OU of RMA. Chemicals migrated to the Offpost OU primarily by shallow groundwater and airborne pathways. Six media were evaluated in the RI for the Offpost OU: air, biota, surface water, sediment, soil, and groundwater. The risks associated with each media, as described in the Offpost ROD (HLA, 1995), are summarized below:

- Air: Health risks from inhalation of soil particles or volatile chemicals from domestic use of groundwater were found to be very minor contributors to the overall exposure potential.
- Biota: Screening levels were developed that complied with the requirements of the Federal Endangered Species Act, the Migratory Bird Treaty Act, and the Bald and Golden Eagle Protection Act. These screening levels were not exceeded in the Offpost OU and any adverse effects were expected to be minimal.
- Surface water/sediment: Offpost surface water was contaminated primarily by the natural interaction with Offpost groundwater emanating from RMA. The chemicals of concern (COCs) identified for the Offpost surface water are arsenic, chlordane, chloride, dicyclopentadiene, 2, 2-bis(p-chlorophenyl)-1,1-dichloroethene (DDE), 2,2-bis(p-chlorophenyl)-1,1,1-trichloroethane (DDT), dieldrin, diisopropylmethyl phosphonate (DIMP), fluoride, and sulfate. The highest concentrations of the COCs were detected in First Creek, which flows northwest through eastern RMA and through the Shell RfR Property. However, the interaction between groundwater and surface water is intermittent and therefore did not present an unacceptable human health risk.
- Soil: Offpost OU surface soil was contaminated by the deposition of airborne contaminants from RMA, non-RMA-related agricultural application of pesticides, and irrigation practices. The COCs identified for soils in the Offpost OU are aldrin, chlordane, dieldrin, endrin, DDE, and DDT. The risk assessment for the Offpost ROD concluded that, “actual or threatened releases of hazardous substances from the site, if not addressed . . . may present a potential threat to public health, welfare, or the environment.” However, soil contamination only represented 25 percent of the potential health risks; therefore the Offpost OU remedy primarily addressed groundwater contamination.
- Groundwater: Groundwater contamination represented 75 percent of the potential health risks in the Offpost OU. Groundwater is not included in this RfR Determination because an RfR only addresses the reuse of land (EPA 2004a). Furthermore, groundwater remediation and monitoring is ongoing in this area.

List of Primary Documents Supporting RfR Determination

The following are the primary supporting documents:

- *Rocky Mountain Arsenal, Offpost Operable Unit Record of Decision* (HLA 1995).
- *Record of Decision for the On-Post Operable Unit* (FWENC 1996)
- *Final Inspection/Implementation Report for the Off-Post Tillage Task* (DOA 1997)
- *Off-Post Area Vapor Intrusion Assessment* (EPA 2004b)
- *Final 2005 Five-Year Review Report for Rocky Mountain Arsenal* (DOA 2007)
- Declaration of Covenants (Exhibit 4)

V. Ongoing Limitations and Responsibilities

Institutional Controls

The Shell RfR Property is subject to a deed restriction that prevents the use of shallow groundwater

underlying the Shell Property for potable purposes until the groundwater cleanup goals specified in the Offpost ROD are achieved. The deed restriction is defined in the *Declarations of Covenants among Shell, the United States and the State of Colorado* dated Feb. 2, 1996 (recorded by the Adams County Clerk and Recorder on June 11, 1996 in Book 4769 at pp. 0297-0308 (attached as Exhibit 4)). In addition, pursuant to a license agreement between the Army and Shell, Shell has allowed the Army to enter and use the non-RfR portion of the Shell Property for the OGITS, which shall continue to operate until the cleanup standards for that system are achieved. This includes Army access to monitoring wells on the RfR Property. The license agreement is defined in *Revised License Between Shell and the Army* (effective December 3, 1991) (attached as Exhibit 5);

O&M and Monitoring Actions

There are no operations, maintenance, or monitoring actions for the soil on the Shell RfR Property. However, wells for monitoring groundwater remedy performance are located throughout the Shell RfR Property, and access/monitoring of these wells is ongoing until the Offpost OU groundwater remedy is completed. Surface water monitoring locations are also located on the Shell RfR Property, and access/monitoring of these areas is ongoing to evaluate the effectiveness of the groundwater remedy. The OGITS facility located on the non-RfR portion of the Shell Property will continue to operate until the Offpost OU groundwater remedy is completed.

Entity Responsible for Ensuring Protectiveness of Site

The Institutional Controls required by the Offpost ROD will be reviewed as part of the site-wide Five Year Review process, which is conducted by the U.S. Army. In addition, the covenants “run with ... the land ... and are enforceable by the United States, through the Army and EPA, and by the State” (Exhibit 4, Paragraph 4 under “Declaration”).

Applicable Local Land Use Regulations

Parts of the Offpost OU, including parts of the Shell Property, are currently zoned and developed for commercial/industrial activities. Commerce City, located west and north of RMA, is the only urban area in the immediate vicinity of the Shell Property and Offpost OU, and has recently annexed lands within the Offpost OU and the Shell Property.

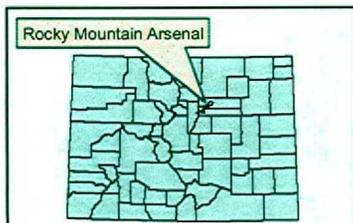
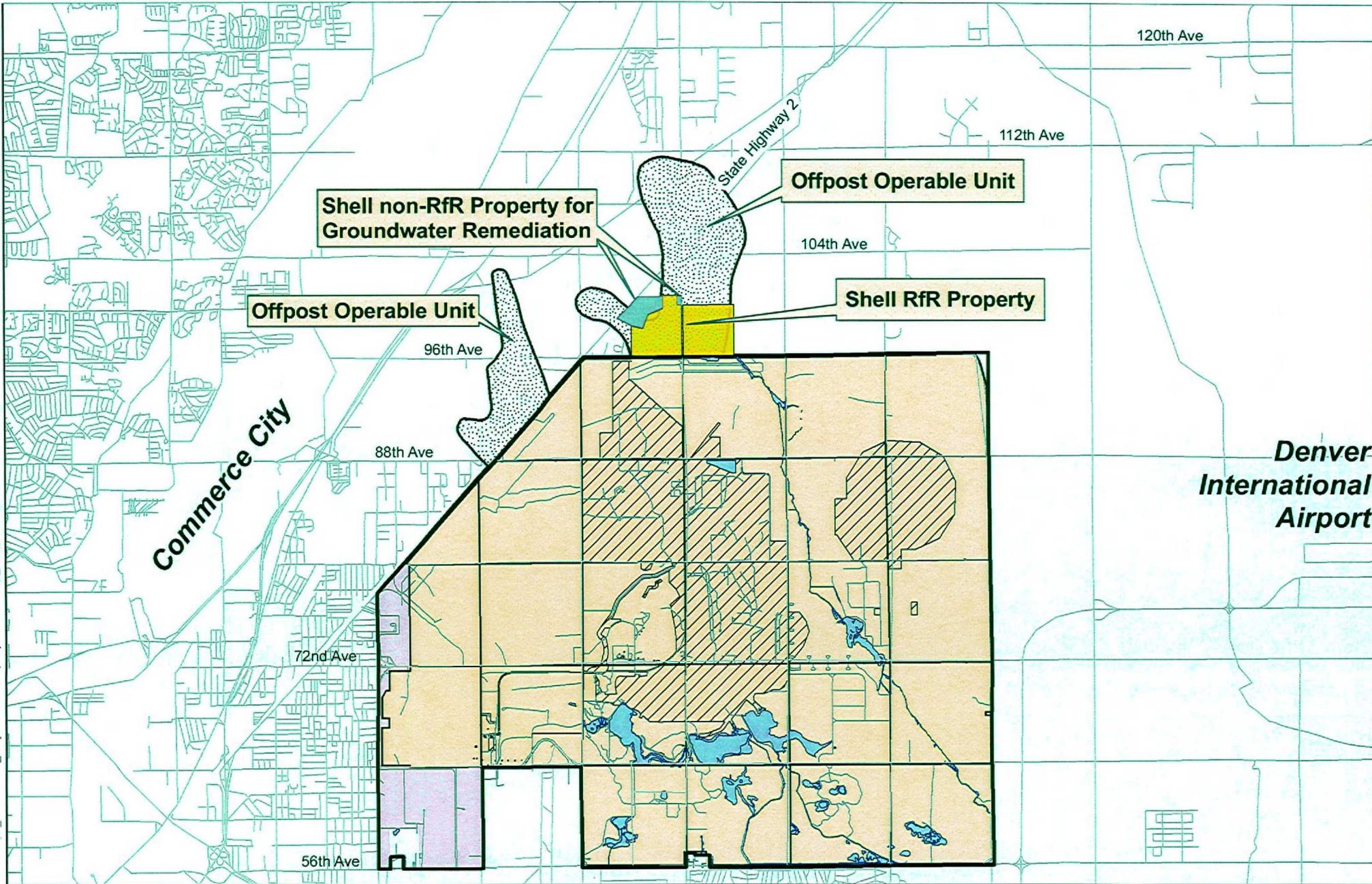
References

- Harding Lawson Associates (HLA). 1995. *Rocky Mountain Arsenal, Offpost Operable Unit Record of Decision*. December 19.
- Foster Wheeler Environmental Corporation (FWENC). 1996. *Record of Decision for the On-Post Operable Unit*. June.
- U.S. Department of the Army. (DOA). 1997. *Final Inspection/Implementation Report for the Off-Post Tillage Task*. August 26.
- DOA. 2007. *Final 2005 Five-Year Review Report for Rocky Mountain Arsenal*. November.
- U.S. Environmental Protection Agency (EPA). 2002. *Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air pathway from Groundwater and Soils*. November.
- EPA. 2003. *User's Guide for Evaluating Subsurface Vapor Intrusion into Buildings*. March 14.
- EPA. 2004a. *Guidance for Preparing Superfund Ready for Reuse Determinations*. OSWER 9365.0-33. February 12.
- EPA. 2004b. *Rocky Mountain Arsenal, Off-Post Area Vapor Intrusion Assessment*. Letter Report. April 27.

FIGURES

Figure 1: Site Location Map

Figure 2: Shell RfR Property



- Shell non-RfR Property for Groundwater Remediation (total 54 acres)
- Shell RfR Property (total 294 acres)
- Offpost Operable Unit
- Current RMA/NPL On Post Operable Unit
- US Fish and Wildlife Service
- Commerce City

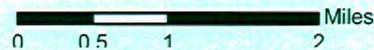
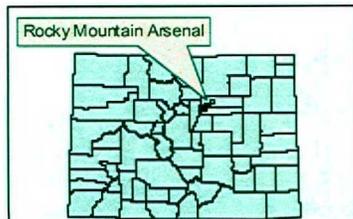


FIGURE 1
ROCKY MOUNTAIN ARSENAL SITE
LOCATION MAP



- Shell RfR Property (total 294 acres)
- Shell non-RfR Property for groundwater remediation (total 54 acres)
- Tilled Area
- Rocky Mountain Arsenal Onpost Operable Unit
- Offpost Operable Unit

—x—x Well Fenceline

Wells (subject to change)

- EXTRACTION
- PRIVATE
- MONITORING
- RECHARGE



Figure 2
Shell Ready for Reuse
Property 2009

EXHIBITS

- Exhibit 1 Legal Descriptions of the Shell Property
- Exhibit 2 Latitude/Longitude Coordinates for the Shell RfR Property
- Exhibit 3 Acronyms
- Exhibit 4 Declarations of Covenants
- Exhibit 5 Revised License Agreement Between Shell and the Army

Exhibit 1

Shell Property Description

SCHEDULE A

Order Number: 75139269 PR

LEGAL DESCRIPTION

PARCEL 1:

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 $00^{\circ}07'25''$ 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 $62^{\circ}32'17''$ 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 $45^{\circ}00'48''$ East a distance of 396.72 feet; thence North $46^{\circ}11'03''$ East a distance of 299.95 feet; thence North $43^{\circ}07'40''$ East a distance of 261.54 feet to the Northwest corner of said Lot 6; thence South $89^{\circ}52'35''$ 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.

PARCEL 2:

The SE 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M., EXCEPT the South 30 feet thereof;
AND EXCEPT that portion thereof lying within Peoria Street, 96th Avenue and East 100th Ave.;
AND EXCEPT that portion lying within the Subdivision of Fischer-Hoffman Tract;
AND EXCEPT that portion thereof described in deeds recorded December 19, 1960 in Book 883, page 558; August 21, 1969 in Book 1539, page 239; and August 28, 1973 in Book 1884, 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, page 335,

County of Adams, State of Colorado.

AND

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

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, page 76 and June 3, 1982 in Book 2649, 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, page 556,

County of Adams, State of Colorado.

PARCEL 3:

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;.

County of Adams, State of Colorado.

PARCEL 4:

Blocks 1 and 2,
FISCHER-HOFFMAN TRACT,
County of Adams, State of Colorado.

PARCEL 5:

That part of the Southeast quarter of Section 14, Township 2 South, Range 67 West of the 6th P.M., described as:

Beginning at the Southeast corner said Section 14; thence North 90°00'00" West on an assumed bearing along the South line said Southeast one-quarter a distance of 1863.90 feet to the True Point of Beginning; thence continuing
Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

North 90°00'00" West along said South line Southeast one-quarter a distance of 337.67 feet to a point 430.00 feet Easterly of the Southwest corner said Southeast one-quarter, thence North 00°06'30" East along a line parallel to the West line said Southeast one-quarter a distance of 1320.00 feet, thence North 90°00'00" East 337.67 feet to a point which is 1864.47 feet West of the East line said Southeast one-quarter, thence South 00°06'30" West along a line parallel to the West line said Southeast one-quarter a distance of 1320.00 feet to the True Point of Beginning,
EXCEPT the South 30 feet thereof,

County of Adams, State of Colorado.

PARCEL 6:

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

Beginning at the Southeast corner of said Section 14, thence North 90°00'00" 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°00'00" West along said South line Southeast 1/4 a distance of 513.23 feet to a point 767.67 feet Easterly of the Southwest corner said Southeast 1/4; thence North 00°06'30" East along a line parallel to the West line said Southeast 1/4 a distance of 1320.00 feet; thence North 90°00'00" East, 513.80 feet to a point which is 1350.67 feet West of the East line said Southeast 1/4; thence South 00°08'00" 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 the South 30 feet thereof,

County of Adams, State of Colorado.

PARCEL 7:

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

Beginning at the Southeast corner of said Section 14; thence North 90°00'00" West on an assumed bearing along the South line of said Southeast 1/4, a
Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

distance of 1013.00 feet to the True Point of Beginning, thence continuing North 90°00'00" 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°08'00" East along a line parallel to the East line of said Southeast 1/4, a distance of 1320.00 feet; thence North 90°00'00" 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°08'00" 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 feet thereof,

County of Adams, State of Colorado.

PARCEL 8:

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.

PARCEL 9:

All of Block 2,
WAGNER TRACT,
County of Adams, State of Colorado.

PARCEL 10:

That part of the Southeast 1/4 Southeast 1/4 of Section 14, Township 2 South,
Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

Range 67 West of the 6th P.M., 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°18' West, a distance of 669 feet to the True Point of Beginning; thence North, a distance of 340.31 feet; thence South 89°18' East, a distance of 320 feet; thence South, a distance of 340.31 feet; thence North 89°18' 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 P.M., 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°18' West, a distance of 319 feet; thence North, a distance of 340.31 feet; thence North 89°18' 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°01' East a distance of 615 feet from the True Point of Beginning; thence South 01°01' West, a distance of 615 feet to the True Point of Beginning,

County of Adams, State of Colorado.

PARCEL 11:

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

Book 771, page 234;

Book 1003, page 527;

Book 1037, page 479,

BUT INCLUDING the East 60 feet of the tract of land described in said Book 771, page 234;

County of Adams, State of Colorado.

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

PARCEL 12:

That portion of the Southwest 1/4 of Section 14, Township 2 South, Range 67 West of the 6th P.M., 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° a distance of 30.0 feet to the True Point of Beginning; thence deflecting right 40°7', a distance of 685.0 feet; thence deflecting left 20°48', a distance of 575.0 feet; thence deflecting left 9°03', a distance of 150.0 feet; thence deflecting left 10°20', a distance of 79.0 feet; thence deflecting left 137°6'49", a distance of 1353.89 feet; thence deflecting left 42°49'11", a distance of 300.0 feet; thence deflecting left 90°, a distance of 262.0 feet to the True Point of Beginning,

County of Adams, State of Colorado.

AND

That part of the Southwest 1/4 of Section 13, Township 2 South, Range 67 West of the 6th P.M., Adams County Colorado, described as:

Beginning at a point on the West line of 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°, 10.4 feet; thence deflecting right 90°, 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.

County of Adams, State of Colorado.

PARCEL 13:

That part of the Southwest 1/4 of Section 13, Township 2 South, Range 67 West of the 6th P.M., described as follows:

Continued on next page

Continuation of Schedule A - Legal Description
Order Number: 75139269 PR

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°05' East along the North-South centerline of said Section a distance of 227 feet; thence North 63°33' West a distance of 199.6 feet; thence North 72°33' West, a distance of 122 feet; thence South 64°58' West a distance of 364 feet; thence North 89°52' West a distance of 764 feet; thence North 79°32' West, a distance of 150 feet; thence North 70°29' West a distance of 575 feet; thence North 49°41' West, a distance of 685 feet; thence North 89°48' West, a distance of 30 feet to the West line of said Section; thence South 00°12' 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 P.M. described as follows: Beginning at the South quarter corner of said Section 13; thence North 00°05' East along the North-South centerline of said Section 13 a distance of 227 feet; thence North 63°33' 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.

Exhibit 2

Latitude/Longitude Coordinates for the Shell RfR Property

Coordinate Points for the Shell RfR Property

Coordinate Point Number	Colorado State Plane Easting	Colorado State Plane Northing	Latitude	Longitude
1	2183501.85	196463.52	39.870821	-104.846245
2	2183498.71	197080	39.872513	-104.84624
3	2183489.31	197082.02	39.872519	-104.846273
4	2183485.45	197768.2	39.874403	-104.846269
5	2183478.86	199047.03	39.877914	-104.846259
6	2183478.73	199072.12	39.877983	-104.846258
7	2183267.04	199070.4	39.877982	-104.847013
8	2183263.99	199532.91	39.879252	-104.847011
9	2183483.32	199534.68	39.879252	-104.84623
10	2183482.83	199592.23	39.87941	-104.84623
11	2182521.24	199585.93	39.879412	-104.849656
12	2182521.24	199515.65	39.879219	-104.849658
13	2182527.59	199040.23	39.877914	-104.849648
14	2182528.83	198889.41	39.8775	-104.849648
15	2182508.51	198889.12	39.8775	-104.84972
16	2181777.97	198574.35	39.87665	-104.852331
17	2181475.3	197860.56	39.874697	-104.853428
18	2180891.87	197998.01	39.875086	-104.855503
20	2180896.76	197187.01	39.872859	-104.855507
21	2180902.42	196442.27	39.870815	-104.855506
22	2182208.49	196453.15	39.870819	-104.850852
23	2183561.56	196464.78	39.870823	-104.846032
25	2184854.97	196475.19	39.870825	-104.841424
26	2186164.05	196486.16	39.870829	-104.83676
27	2186154.82	197776.17	39.87437	-104.836758
28	2186145.78	199100.14	39.878005	-104.836755
29	2184831.12	199087.09	39.877996	-104.84144
30	2183547.44	199074.49	39.877988	-104.846014
31	2183554.76	197767.4	39.874399	-104.846022

Notes: All coordinate are in Colorado State Plane, North Zone, North American Datum (NAD) 1927
See Figure 3 for map of coordinate locations



RMA Onpost Operable Unit

- ◆ Shell Property Coordinate Points
- Shell RfR Property (total 294 acres)
- Shell non-RfR Property for groundwater remediation (total 54 acres)
- ▨ Tilled Area
- Rocky Mountain Arsenal Onpost Operable Unit
- Offpost Operable Unit

- x— Well Fence Line
- Wells (subject to change)
- EXTRACTION
- PRIVATE
- MONITORING
- RECHARGE

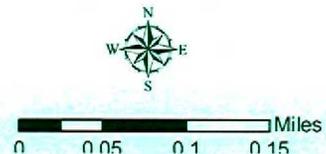
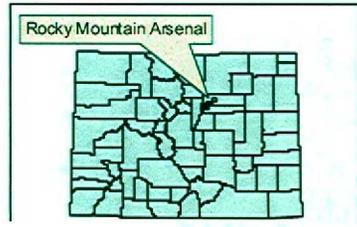


Figure 3
Shell Ready for Reuse
Property 2009

Exhibit 3

Acronyms

CDPHE	Colorado Department of Public Health and Environment
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COC	Chemical of Concern
DDE	2, 2-bis(p-chlorophenyl)-1,1-dichloroethene
DDT	2,2-bis(p-chlorophenyl)-1,1,1-trichloroethane
DIMP	Diisopropylmethyl phosphonate
EPA	U.S. Environmental Protection Agency
FFA	Federal Facility Agreement
FYR	Five-Year Review
FYRR	Five-Year Review Report
IRA	Interim Response Action
NBCS	North Boundary Containment System
NPL	National Priorities List
NWBCS	Northwest Boundary Containment System
OGITS	Off-Site Groundwater Intercept and Treatment System
O&M	Operations and Maintenance
OU	Operable Unit
RfR	Ready for Reuse
RI	Remedial Investigation
RMA	Rocky Mountain Arsenal
ROD	Record of Decision
TCHD	Tri-County Health Department
USFWS	U.S. Fish and Wildlife Service

Exhibit 4

Declaration of Covenants

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:

SKLD LM 10.11.1.26 AD 183385-1996.001

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.

2. 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

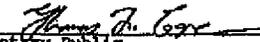
By


VICE President HSE&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 HSE&E, Shell Chemical Company, a subsidiary of Shell Oil Company, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.


Notary Public

My commission expires: April 9, 2000



SKLD LM 10.11.1.26 AD 183385-1996.003

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 196.72 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.

SKLD LM 10.11.1.26 AD 183385-1996.004

Fischer Tract

The land conveyed by Warranty Deed dated January 17, 1931, from Peggy Madine Fischer, s/w/a Peggy Madine Mibe, to Shell Oil Company recorded in Book 3748, Page 714, and more particularly described as follows:

Block 1, Fischer-Hoffman tract
Adams County, Colorado

also known by street and number as 1933 and 1941 Peoria

Hickey Tract

The land conveyed by Warranty Deed dated January 17, 1931, from Michael E. Hickey and Charles E. Hickey to Shell Oil Company recorded in Book 3748, Page 128 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, 16th Avenue and East 107th Avenue;
EXCEPT that portion thereof lying within the subdivision of Fischer-Hoffman Tract;
EXCEPT that portion thereof described in deeds recorded December 13, 1929 in Book 461 at Page 308, August 21, 1947 in Book 1329 at Page 327 and August 20, 1973, in Book 1804 at Page 650 and
EXCEPT any portion thereof that may lie westerly of the West line of that tract of land described in deed recorded December 9, 1948 in Book 882 at Page 335, County of Adams, State of Colorado.

NOTE: Land referred to in deed recorded in Book 123 at Page 518 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 2610 feet South and 70 feet West of the Northwest corner NE 1/4 Section 14, Township 2 South, Range 67 West;
thence West 700 feet,
thence South 1120 feet,
thence West 1120 feet,
thence South 1250 feet,
thence East 1100 feet,
thence North 2610 feet to the POINT OF BEGINNING;

NOTE: Land referred to in deed recorded in Book 123 at Page 339 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:

-2-

SNLD LM 10.11.1.26 AD 103388-1996.005

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 450 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

SKLD LM 10.11.1.26 AD 183385-1996.007

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 69 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 P. 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:

SKLD LM 10.11.1.26 AD 183385-1996.008

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 Paoria 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 ABSUTED 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 00 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE SAID SOUTHEAST 1/4 A DISTANCE OF 1330.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 313.80 FEET TO A POINT WHICH IS 1330.47 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 1330.00 FEET TO THE TRUE POINT OF BEGINNING EXCEPT SOUTH 39.00 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 633.2 FEET TO A POINT WHICH
IS 30 FEET WEST OF THE EAST LINE OF SAID SECTION 14 AND NORTH
01 DEGREE 01 MINUTE EAST A DISTANCE OF 618 FEET FROM THE TRUE
POINT OF BEGINNING;
THENCE SOUTH 01 DEGREE 01 MINUTE WEST, A DISTANCE OF 618 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 693.0 FEET; THENCE
DEFLECTING LEFT 20 DEGREES 48 MINUTES, A DISTANCE OF 975.0
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 44 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.

SKLD LM 10.11.1.26 AD 183385-1996.010

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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 2432.3 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 73 DEGREES 33 MINUTES WEST, A DISTANCE OF 122 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES WEST A DISTANCE OF 344 FEET; THENCE NORTH 89 DEGREES 32 MINUTES WEST A DISTANCE OF 744 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 844 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:

SKLD LM 10.11.1.26 AD 183385-1996.011

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 1019.00 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 00 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 1019.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 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 5

Revised License Agreement Between Shell and Army

REVISED LICENSE

THIS REVISED LICENSE, effective December 3, 1991, is between SHELL OIL COMPANY, a Delaware Corporation duly authorized to do business in Colorado ("Shell"), and the UNITED STATES DEPARTMENT OF THE ARMY ("the Army"). This Revised License supercedes the Original License between Shell and the Army which became effective on August 5, 1991.

RECITAL

A. Hazardous substances may be present on or under the property located north of Rocky Mountain Arsenal (more fully described in the Revised Exhibit A attached hereto and incorporated herein (the "Property")) which the Army desires to address as part of the Interim Response Actions, Remedial Investigation/Feasibility Study and implementation of the Record of Decision (ROD) (the "Activities"), for the Off-Post Operable Unit pursuant to the Federal Facility Agreement (the "FFA") and the Settlement Agreement (the "Settlement Agreement"), both dated effectively February 17, 1989, among the Army, Shell, et al.

B. Shell and the Army desire to enter into this License Agreement to set forth the terms and conditions under which Shell is willing to grant the Army access to and use of the Property for the purpose of conducting the Activities.

C. This Revised License has been made necessary by acquisition of additional property by Shell which now becomes part of the property licensed to the Army for its access. The Revised Exhibit A reflects all property licensed from Shell.

AGREEMENT

In consideration of the foregoing and the agreements stated herein, the parties hereby agree as follows:

1. Shell grants to the Army, its contractors, subcontractors, and their employees and agents, a nonexclusive license to enter upon and use the Property and related water rights for the purpose of conducting the Activities. This License shall continue in force until the Activities are completed to the satisfaction of the Army, or until termination in accordance with Paragraph 14 hereof, and have priority over any other interest Shell may grant to any other party. All other licenses, interests, or uses of the property, including mineral rights, shall be subordinate to the Activities of the Army herein provided.

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2. This License is intended and shall be construed to grant only a nonexclusive license, and not a grant of easement or any other interest in the Property. Except as related to conduct of the Activities on the Property, the Army shall not be responsible for general operation and maintenance of the Property.

3. All improvements placed upon the Property by the Army shall be and remain the property of the United States. Upon completion of each of the Activities upon the Property, the Army shall remove any such improvements, as well as tools, equipment or materials placed thereon, unless otherwise agreed to by the parties. Upon completion of all the Activities, restoration will be as agreed to by the parties.

4. The Army shall exercise due diligence to keep Shell advised of the Activities being conducted by the Army, its contractors, subcontractors, employees or agents on the Property. The Army agrees to allow Shell and its employees or contractors to observe the Activities.

5. Except as expressly set forth therein, nothing in this License shall be construed to modify, waive or affect in any way the rights, obligations and remedies available to the parties under (a) the Settlement Agreement, (b) the FFA, or (c) any other existing CERCLA-related agreement between Shell and the Army.

6. The Army shall require its contractors that conduct Activities on the property to maintain as a minimum, adequate insurance to cover the following:

(a) Workers' compensation and occupational disease insurance in amounts sufficient to satisfy applicable state law;

(b) Employer's liability insurance in the minimum amount of \$500,000 per occurrence; and

(c) Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons in the minimum amount of \$500,000 per occurrence.

Upon request, each Army contractor shall promptly provide Shell with an original policy or policies of insurance or certificate or certificates of insurance evidencing that it is in compliance with this paragraph.

7. In the exercise of its rights hereunder, the Army shall comply with all applicable laws and regulations, and shall require its contractors to comply with all applicable laws and regulations in connection with the Activities. The Army will be responsible for actions that involve permit issues.

8. Shell's liability concerning the performance of the Activities shall be solely as defined by the PFA, the Settlement Agreement or this License. Any dispute relating to the License shall be referred to the Program Manager and the Denver Site Project Manager. If the Program Manager and the Denver Site Project Manager cannot agree within 30 days, the party initiating the discussions may cause the matter to be submitted to a Shell Vice-President and the Deputy Assistant Secretary of the Army for Environment, Safety and Occupational Health for resolution. A copy of the resolution of any dispute shall be provided to the District Engineer, U.S. Army Engineer District, Omaha.

9. Except when damage or loss results directly from activities authorized by or taken pursuant to a Task Plan (as defined in the Settlement Agreement), any property of Shell or the Army damaged or destroyed by the other in connection with the exercise of the privileges herein granted shall be promptly repaired or replaced by the party responsible for the damage or destruction to the satisfaction of the party owning such property. If either party is of the opinion that such repair or replacement is not appropriate, it shall so notify the other, together with a proposed alternative. If the Program Manager and the Denver Site Project Manager cannot agree within 30 days, the party initiating the discussions may cause the matter to be submitted to a Shell Vice-President and the Deputy Assistant Secretary of the Army for Environment, Safety and Occupational Health, for resolution.

10. Shell shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Army's or its contractors' use of the premises under the terms of this License and are not due to the negligence of Shell.

11. Except as authorized by a Task Plan or otherwise, the Army and its contractors shall not, as a consequence of activities after the effective date of this License, release or discharge air emissions, waste, effluent, hazardous substances or contaminants in such a manner that the release or discharge will unlawfully pollute or contaminate the air, ground (including subsurface strata or water, including groundwater) or become a public nuisance. The Army recognizes and assumes responsibility for all environmental obligations imposed under applicable environmental laws, regulations, or other such requirements relating to any contamination of the Property arising from the conduct of any Activities.

12. The nonexclusive license is effective only insofar as the rights of Shell in the property involved are concerned, and the Army shall obtain such permission as may be necessary on account of any other existing rights.

13. Any representations or warranties by Shell concerning the Property are as expressed in this License and no other representations or warranties, either expressed or implied, are made by Shell. Shell will record a memorandum of this License in the appropriate County records.

14. The Army agrees not to interfere unreasonably with Shell's use of the Property. Shell shall have the right to terminate this Agreement upon 180 days notice. However, Shell must continue the operation of all Response Action structures on the Property under the same terms and conditions and in the same manner of those Response Action structures were operated by the Army until operation of those Response Action structures is discontinued pursuant to Section XXXV of the FFA. Any costs incurred by the Army as a result of Shell's termination of this License shall be considered a Reimbursable Cost of the Army as provided by the Financial Manual.

15. The Army and Shell have agreed to a schedule and method of payment as compensation by the Army to Shell for this License.

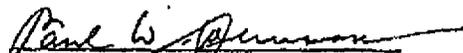
16. This License shall be binding upon the parties hereto and their respective successors and assigns.

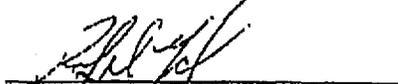
17. All expenditures to be made by the Army under the provisions of this License shall be subject to appropriations being available for the purpose.

18. This License is effective on December 3, 1991.

FOR THE DEPARTMENT OF THE ARMY

FOR SHELL OIL COMPANY


Paul W. Johnston
Deputy Assistant Secretary
of the Army-IA
OASA(I,L&E)


R. D. Gerard
Vice President

23 MAR 1992 23 MAR 1992
Date

April 20, 1992
Date

EXHIBIT A

Adams County Joint Venture Tract

The land conveyed by Warranty Deed dated February 25, 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 to Shell Oil Company 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

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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

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.