

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

56-00

This Environmental Covenant is entered into this 4th day of December, 2006, by the United States of America, acting through the United States Department of Energy ("DOE"), and the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, C.R.S. ("CHWA"). The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

1-11

WHEREAS, the United States owns, and DOE has administrative jurisdiction over, certain property commonly referred to as the Central Operable Unit (Central OU). The Central OU is located at the property formerly known as the Rocky Flats Environmental Technology Site ("RFETS") or Rocky Flats, located at 10808 Highway 93, Golden, Colorado. The Central OU is more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth; and

WHEREAS, the Central OU together with certain engineered structures, is hereinafter referred to as "the Property", and is situated as shown in Attachment A; and

WHEREAS, pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"), and CHWA, the Central OU is subject to closure, post-closure and corrective action requirements; and

WHEREAS, pursuant to the Rocky Flats Cleanup Agreement (Federal Facility Agreement and Consent Order, CERCLA VIII-96-21, RCRA (3008(h)) VIII-96-01, State of Colorado Docket #96-07-19-01, as amended) ("RFCA"), the final Corrective Action Decision/Record of Decision for Rocky Flats Plant (USDOE) Peripheral Operable Unit and Central Operable Unit, dated September 2006, which may be found in the CERCLA Administrative Record for RFETS, has been issued ; and

WHEREAS, the final Corrective Action Decision/Record of Decision specifies certain corrective and remedial actions pursuant to CHWA and RCRA, and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"), and certain closure requirements pursuant to CHWA and RCRA; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by preventing intrusion into the Central OU or damage to the various

engineered structures on or associated with the Property, and preventing exposure to hazardous wastes and hazardous substances; and

WHEREAS, DOE has placed in the administrative record required under 42 U.S.C. § 9613(k) for the Rocky Flats Site, and filed with the Department and the Jefferson County Planning and Zoning Department a survey plat and record of the wastes that have been disposed in a landfill known as the Present Landfill, which is located in the Central OU, as required by 6 CCR 1007-3 § 265.119(b)(1)(iii); and

WHEREAS, the United States, acting by and through DOE, has previously granted an environmental covenant to the Department that relates to a portion of the Central OU. This covenant was recorded with Jefferson County, Colorado, and bears reception number 2006083738; and

WHEREAS the United States and the Department intend that this covenant shall modify and supersede the covenant described in the preceding clause; and

WHEREAS, the United States, acting by and through the DOE, is prepared to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind DOE and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department.

NOW, THEREFORE, the United States, acting by and through the DOE pursuant to its authority under the Atomic Energy Act, 42 U.S.C. § 2011, et seq., and CERCLA, hereby grants this Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 11, below, which shall run with the Property in perpetuity and be binding on DOE and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this Covenant, the term OWNER means the current owner of the Property, as the term owner is defined in § 25-15-101(12.5), C.R.S.

1) Use restrictions.

- a) The construction and use of buildings that will be occupied on a permanent or temporary basis (such as for residences or offices) is prohibited. The construction and use of storage sheds or other non-occupied structures is permitted, consistent with the restrictions contained in use restrictions (b) and (c), below, and provided such use does not impair any aspect of the response action at the Central OU.

- b) Excavation, drilling and other intrusive activities below a depth of three feet are prohibited, except for remedy-related purposes and routine or emergency maintenance of existing utility easements in accordance with pre-approved procedures.
 - c) Grading, excavation, digging, tilling, or other disturbance of any kind of surface soils is prohibited, except in accordance with an erosion control plan (including Surface Water Protection Plans submitted to the U.S. Environmental Protection Agency [EPA] under the Clean Water Act) approved by the Department or EPA. Any such soil disturbance will restore the soil surface to preexisting grade.
 - d) Surface water may not be used for drinking water or agricultural purposes.
 - e) The construction or operation of groundwater wells is prohibited, except for remedy-related purposes.
 - f) Digging, drilling, tilling, grading, excavation, construction of any sort (including construction of any structures, paths, trails or roads) and vehicular traffic are prohibited on the covers of the Present Landfill and the Original Landfill, except for authorized response actions.
 - g) Activities that may damage or impair the proper functioning of any engineered component of the response action, including but not limited to any treatment system, monitoring well, landfill cap or surveyed benchmark, are prohibited.
- 2) Modifications and Termination This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Any approved modification or termination shall be recorded as required in § 25-15-321(3). Information to support a request for modification or termination may include one or more of the following:
- a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that an engineered feature or structure is no longer necessary;
 - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.

- 3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.
- 4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
- 5) Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
- 6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.
- 7) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.
- 8) Enforcement This Covenant may be enforced as provided in § 25-15-322, C.R.S., consistent with state and federal laws.
- 9) Owner's Compliance Certification OWNER shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by DOE (or other date agreed to between DOE and the Department), detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.
- 10) Notices Any document or communication required under this Covenant shall be sent or directed to:

Federal Facilities Corrective Action Unit Leader
Solid and Hazardous Waste Program
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

11) This document is an approved modification of the Environmental Covenant between DOE and the Department, dated May 22, 2006, and recorded at Jefferson County, Colorado, reception number 2006083738 ("the Present Landfill covenant"). As of the date the Department signs this covenant, it supersedes the Present Landfill covenant, and the Present Landfill covenant no longer has any independent force or effect.

U.S. Department of Energy has caused this instrument to be executed this 4th day of December, 2006.

U.S. Department of Energy

By: *Alma R. Rowland*

Title: Manager, Rocky Flats Project Office

STATE OF Colorado)
COUNTY OF Jefferson) ss:

The foregoing instrument was acknowledged before me this 4th day of December, 2006 by *Alma R. Rowland* on behalf of the U.S. Department of Energy

FLAINE GREUNKE
Notary Public NOTARY PUBLIC, STATE OF COLORADO

Address _____

My commission expires: _____ **My Commission Expires**
March 24, 2008

ATTACHMENT A
DESCRIPTION OF THE CENTRAL OPERABLE UNIT

CENTRAL OPERABLE UNIT DESCRIPTION

A PARCEL OF LAND LOCATED IN PARTS OF SECTIONS 2, 3, 9, 10, 11, 14, 15, AND 16, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AS ASSUMED TO BEAR $S00^{\circ}04'20''E$ BETWEEN A FOUND 4" BRASS CAP IN CONCRETE STAMPED U.S. ARMY-WAR DEPARTMENT-CORPS OF ENGINEERS, NW 1/4, SW 1/4 SEC. 10, POT 2W, 1951 AT THE EAST QUARTER CORNER OF SAID SECTION 9 AND A FOUND 4" BRASS CAP IN CONCRETE STAMPED U.S. ARMY-WAR DEPARTMENT-CORPS OF ENGINEERS, SE COR, SEC. 9, PT1, 1951 AT THE SOUTHEAST CORNER OF SAID SECTION 9 WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH $83^{\circ}30'34''$ EAST, A DISTANCE OF 781.01 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES;

- 1) NORTH $00^{\circ}47'30''$ WEST, 486.22 FEET;
- 2) NORTH $77^{\circ}03'40''$ EAST, 1859.46 FEET;
- 3) NORTH $00^{\circ}15'35''$ EAST, 1490.32 FEET;
- 4) NORTH $62^{\circ}19'38''$ WEST, 31.77 FEET;
- 5) NORTH $00^{\circ}14'56''$ EAST, 1398.25 FEET;
- 6) NORTH $47^{\circ}18'38''$ EAST, 955.47 FEET;
- 7) NORTH $47^{\circ}56'20''$ EAST, 1969.68 FEET;
- 8) NORTH $55^{\circ}35'10''$ EAST, 453.84 FEET;
- 9) NORTH $89^{\circ}08'50''$ EAST, 1630.09 FEET;
- 10) SOUTH $11^{\circ}59'19''$ EAST, 648.68 FEET;
- 11) NORTH $76^{\circ}40'22''$ EAST, 5466.70 FEET;
- 12) SOUTH $07^{\circ}34'38''$ EAST, 1335.72 FEET;
- 13) SOUTH $29^{\circ}54'39''$ WEST, 1192.66 FEET;
- 14) SOUTH $05^{\circ}10'44''$ WEST, 4152.31 FEET;
- 15) SOUTH $05^{\circ}13'45''$ EAST, 358.96 FEET;
- 16) SOUTH $11^{\circ}29'21''$ EAST, 111.31 FEET;
- 17) SOUTH $25^{\circ}06'30''$ EAST, 54.39 FEET;
- 18) SOUTH $38^{\circ}14'48''$ EAST, 255.02 FEET;
- 19) SOUTH $56^{\circ}45'28''$ WEST, 583.89 FEET;
- 20) NORTH $43^{\circ}53'26''$ WEST, 885.97 FEET;
- 21) NORTH $84^{\circ}29'30''$ WEST, 2098.82 FEET;
- 22) SOUTH $88^{\circ}39'54''$ WEST, 577.74 FEET;
- 23) SOUTH $82^{\circ}25'57''$ WEST, 657.96 FEET;
- 24) NORTH $77^{\circ}49'49''$ WEST, 47.05 FEET;
- 25) NORTH $63^{\circ}43'37''$ WEST, 22.82 FEET;
- 26) SOUTH $28^{\circ}04'58''$ WEST, 21.35 FEET;
- 27) SOUTH $73^{\circ}43'41''$ WEST, 969.12 FEET;
- 28) SOUTH $72^{\circ}06'47''$ WEST, 873.68 FEET;
- 29) NORTH $79^{\circ}28'51''$ WEST, 228.77 FEET;
- 30) NORTH $83^{\circ}23'48''$ WEST, 2400.13 FEET;
- 31) NORTH $53^{\circ}05'27''$ WEST, 176.84 FEET;
- 32) SOUTH $87^{\circ}05'20''$ WEST, 539.50 FEET;
- 33) NORTH $60^{\circ}00'49''$ WEST, 390.82 FEET;
- 34) SOUTH $88^{\circ}36'06''$ WEST, 697.23 FEET;
- 35) NORTH $74^{\circ}46'56''$ WEST, 281.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 57, 009, 784 SQUARE FEET OR 1,308 ACRES, MORE OR LESS

I, JOHN B. GUYTON, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
PRESIDENT, FLATIRONS, INC.

DATE
FSI JOB NO. 06-51,569



Flatirons, Inc.
3825 IRIS AVENUE, SUITE 100
BOULDER, CO 80301
PHONE: (303) 443-7001
FAX: (303) 443-9830
www.flatirons.com

ATTACHMENT B
RECORD OF WASTES DISPOSED IN THE PRESENT LANDFILL

WASTES DISPOSED AT THE PRESENT LANDFILL, ROCKY FLATS SITE

The Present Landfill was placed into service in August 1968 for the disposal of solid waste, including office trash, paper, rags, personal protective equipment (PPE), construction and demolition debris, scrap metal, empty waste containers, used filters, and electrical components.

Although originally planned as a sanitary landfill, routine operations at the Present Landfill included disposal of materials containing polychlorinated biphenyls (PCBs) (i.e., used fluorescent light ballast); combustible materials contaminated with small amounts of beryllium particulate matter; containers partially filled with paints, solvents, and foam polymers; kimwipes and rags contaminated with paints, solvents and foam polymers; used filters; and metal cuttings and shavings (documented as primarily stainless steel). Wastes with hazardous constituents ceased to be disposed of in the landfill by the fall of 1986, by tightening of administrative procedures and the implementation of findings of the Waste Stream Identification and Characterization Reports (produced by Weston in 1986 and 1987). In addition, sludge from the Building 995 sanitary waste treatment plant was routinely disposed at the Present Landfill from August 1968 through May 1970 and may have contained low levels of plutonium and depleted uranium.

Nonroutine wastes disposed in the Present Landfill included tear gas powder; a tank containing Mercaptan™ (an odor additive to natural gas); a drum of solidified polystyrene resin used in fibreglassing operations; soil contaminated with approximately 700 gallons of diesel fuel; wood contaminated with chromium and aluminum oxide; unknown chemicals; and unknown reactive chemical residues.

Beginning in 1985, asbestos-containing material (ACM) was disposed in designated 10-foot-deep pits, one located northeast and another one southeast of the Present Landfill. The ACM was wrapped in heavy plastic bags, placed in the pit, and covered with soil. Site records indicate that disposal of ACM continued until April 1990. The contents of the eastern-most portion of both asbestos pits were removed during construction of the final cover so that all remaining asbestos is beneath the cover.

Reception #



2006083738

07/11/2006 09:09:45 AM 9 Page(s)

R \$46.00

D \$0.00

COVE

Jefferson County, Colorado

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

46.00
AB

ENVIRONMENTAL COVENANT

1-9

This Environmental Covenant is entered into this 22nd day of May, 2006, by the United States of America, acting through the United States Department of Energy ("DOE"), and the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, C.R.S. ("CHWA"). The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, the United States owns, and DOE has administrative jurisdiction over, certain property commonly referred to as the Rocky Flats Environmental Technology Site ("RFETS") or Rocky Flats, located at 10808 Highway 93, Golden, Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth; and

WHEREAS, there exists on Rocky Flats a hazardous waste landfill commonly known as the Present Landfill. The Present Landfill, together with certain adjoining lands and engineered structures, is hereinafter referred to as "the Property", and is situated as shown in Attachment A; and

WHEREAS, pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"), and CHWA, Rocky Flats is subject to closure, post-closure and corrective action requirements; and

WHEREAS, pursuant to the Rocky Flats Cleanup Agreement (Federal Facility Agreement and Consent Order, CERCLA VIII-96-21, RCRA (3008(h)) VIII-96-01, State of Colorado Docket #96-07-19-01, as amended) ("RFCA"), the Property is the subject of enforcement and remedial action pursuant to CHWA and RCRA, and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); and

WHEREAS, the Present Landfill was used for the disposal of asbestos-containing waste material; and

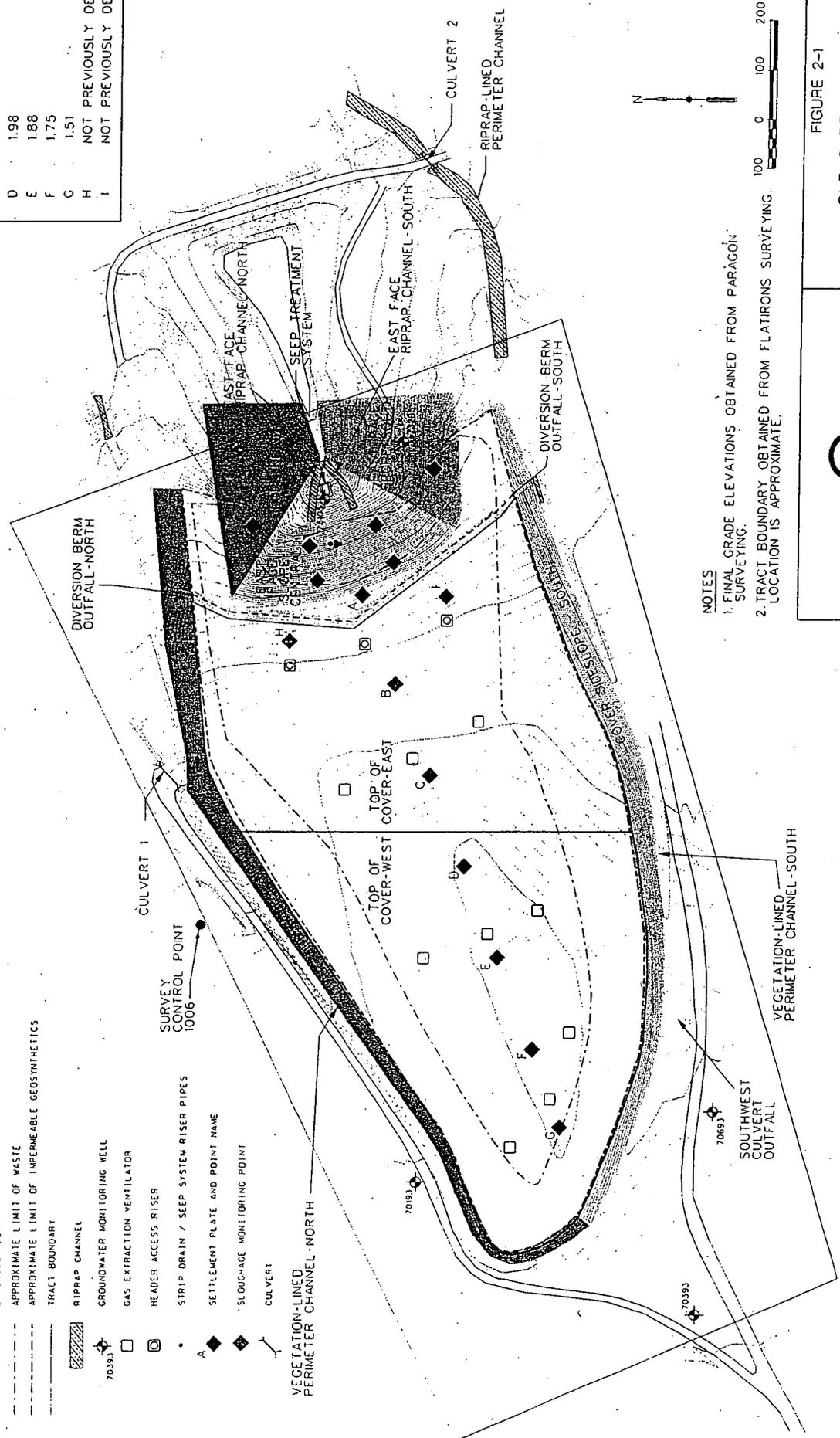
WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by preventing intrusion into the Present Landfill or damage to the various engineered structures on the Property, and preventing exposure to hazardous wastes. A description of the remedy for the Present Landfill can be found in the "Final Interim

- 3
- 2) Modifications and Termination This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Any approved modification or termination shall be recorded as required in § 25-15-321(3). Information to support a request for modification or termination may include one or more of the following:
 - a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that an engineered feature or structure is no longer necessary;
 - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.
 - 3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.
 - 4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
 - 5) Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
 - 6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.
 - 7) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.
 - 8) Enforcement This Covenant may be enforced as provided in § 25-15-322, C.R.S., consistent with state and federal laws.

LEGEND

- 10 FOOT CONTOURS
- 1 FOOT CONTOURS
- ACCESS ROAD
- DIVERSION BERM
- APPROXIMATE LIMIT OF WASTE
- APPROXIMATE LIMIT OF IMPERMEABLE GEOSYNTHETICS
- TRACT BOUNDARY
- RIPRAP CHANNEL
- GROUNDWATER MONITORING WELL
- GAS EXTRACTION VENTILATOR
- HEADER ACCESS RISER
- STRIP DRAIN / SEEP SYSTEM RISER PIPES
- SETTLEMENT PLATE AND POINT NAME
- SLOUGHAGE MONITORING POINT
- CULVERT
- VEGETATION-LINED PERIMETER CHANNEL-NORTH
- VEGETATION-LINED PERIMETER CHANNEL-SOUTH
- SOUTH WEST CULVERT OUTFALL

POINT	CALCULATED SETTLEMENT (FT)
A	1.91
B	1.98
C	2.01
D	1.98
E	1.88
F	1.75
G	1.51
H	NOT PREVIOUSLY DETERMINED
I	NOT PREVIOUSLY DETERMINED



NOTES
 1. FINAL GRADE ELEVATIONS OBTAINED FROM PARAGON SURVEYING.
 2. TRACT BOUNDARY OBTAINED FROM FLATIRONS SURVEYING. LOCATION IS APPROXIMATE.

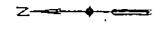


FIGURE 2-1



EARTHTECH

PLF SURFACE FEATURES

ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE
 GOLDEN, COLORADO

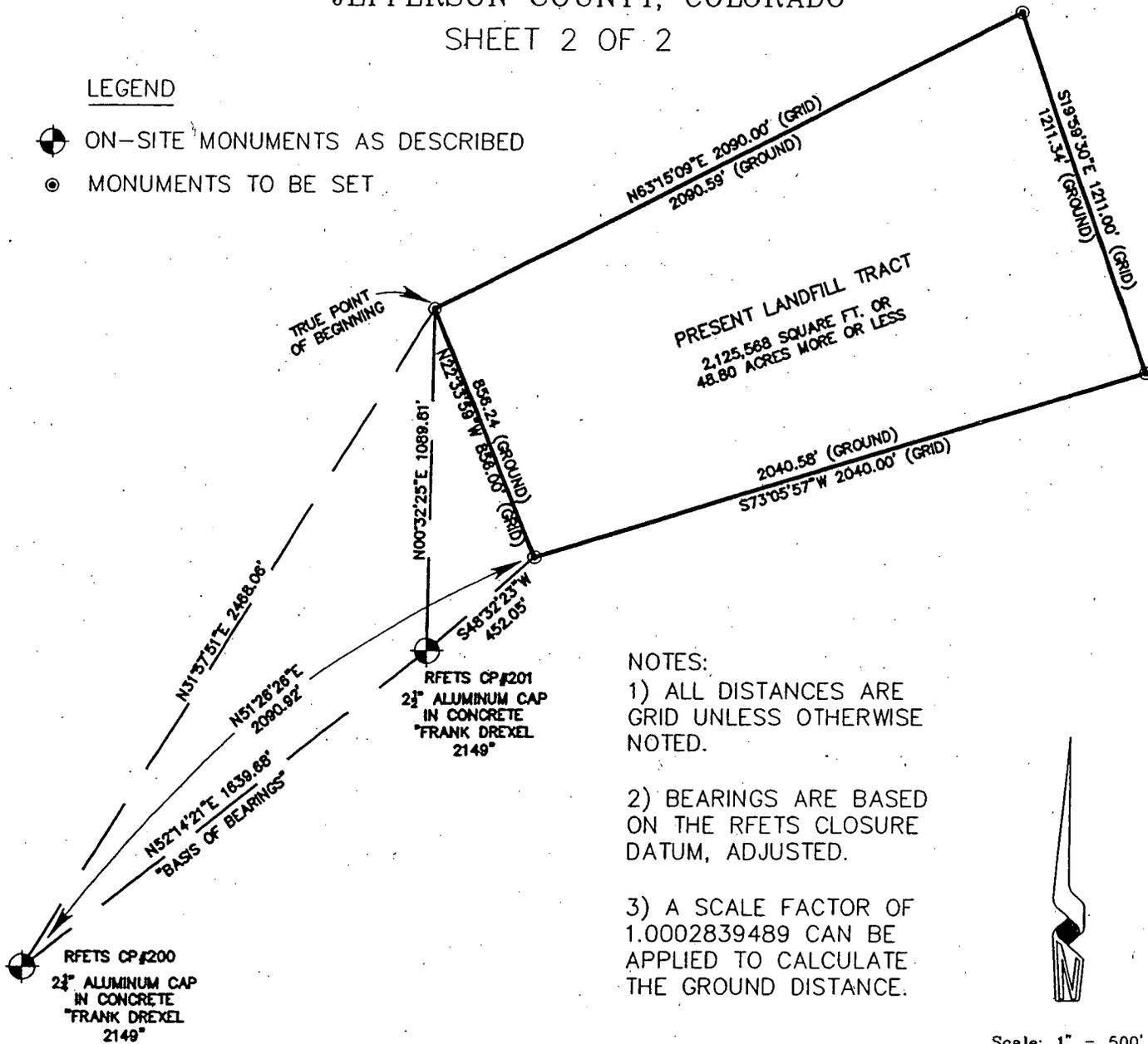
EXHIBIT

FOR A PARCEL LOCATED IN THE SOUTHEAST $\frac{1}{4}$
 OF SECTION 3, THE SOUTHWEST $\frac{1}{4}$ OF SECTION 2, THE
 NORTHWEST $\frac{1}{4}$ OF SECTION 11 AND THE NORTHEAST $\frac{1}{4}$ OF
 SECTION 10, TOWNSHIP 1 SOUTH, RANGE 70 WEST,
 OF THE 6TH P.M.,
 ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE
 JEFFERSON COUNTY, COLORADO

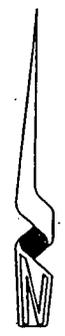
SHEET 2 OF 2

LEGEND

-  ON-SITE MONUMENTS AS DESCRIBED
-  MONUMENTS TO BE SET

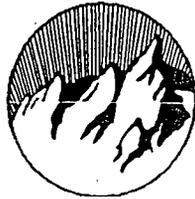


- NOTES:**
- 1) ALL DISTANCES ARE GRID UNLESS OTHERWISE NOTED.
 - 2) BEARINGS ARE BASED ON THE RFETS CLOSURE DATUM, ADJUSTED.
 - 3) A SCALE FACTOR OF 1.0002839489 CAN BE APPLIED TO CALCULATE THE GROUND DISTANCE.



Scale: 1" = 500'

DATE: 12/30/05
 FSI JOB NO. 05-49,927



Flatirons Inc.

3825 IRIS AVENUE, SUITE 100
 BOULDER, CO 80303
 PHONE: (303) 443-7001
 FAX: (303) 443-9830
www.flatisurv.com