IN THE MATTER OF:	)	SETTLEMENT AGREEMENT
	)	
Broderick Wood Products Superfund Site	)	U.S. EPA Region 8
Adams County, Colorado	)	CERCLA Docket No. CERCLA-08-2025-0004
	)	
Broderick Investment Company	)	PROCEEDING UNDER SECTION
SETTLING PARTY	)	122(h)(1) OF CERCLA,
	)	42 U.S.C. § 9622(h)(1)

CERCLA SECTION 122(h)(1) CASHOUT SETTLEMENT AGREEMENT FOR ABILITY TO PAY PARTY

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which authority has been delegated to the Regional Administrators of the EPA, by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders). These authorities were further redelegated by the Regional Administrator of EPA Region 8 to the below-signed officials. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States.

2. This Settlement Agreement is made and entered into by the EPA, the State of Colorado (State), and Broderick Investment Company (Settling Party). Settling Party consents to and will not contest the authority of the United States or the State to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Broderick Wood Products Superfund Site (Site) located in Adams County, Colorado. The EPA alleges that the Site is a facility as defined by section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In 1986, the United States filed a complaint against Settling Party alleging violations of the Resource Conservation and Recovery Act (RCRA) and CERCLA at the Site. A partial consent decree (PCD) negotiated among the U.S. Department of Justice (DOJ), the EPA, and Settling Party was simultaneously filed. The U.S. District Court for the District of Colorado approved the PCD in 1986. However, after several years of disagreement among the parties, the United States amended its complaint bringing the case back into active litigation. In 1993, the United States moved for summary judgment on liability against Settling Party. The Court found Settling Party jointly and severally liable for the Site. In 1995, the Court approved a consent decree (CD). After many more years of related disagreements, the parties agreed to amend the CD in 2008, resolving the dispute.

5. In response to the release or threatened release of hazardous substances at or from the Site, the EPA undertook response actions at the Site pursuant to section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

6. In performing response actions at the Site, the EPA has incurred response costs and may incur additional response costs in the future.

7. The EPA alleges that Settling Party is a responsible party pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

8. The EPA has reviewed the Financial Information submitted by Settling Party to determine whether Settling Party is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, the EPA has determined that Settling Party has limited financial ability to pay for response costs incurred and to be incurred at the Site.

9. The EPA, the State, and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability. Settling Party does not admit and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

10. This Settlement Agreement shall be binding upon the EPA, the State, and upon Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that they are authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by them.

IV. STATEMENT OF PURPOSE

11. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Party to make a cash payment to address its alleged civil liability for the Site as provided in the Covenants by the EPA and State in Section VIII, subject to the Reservation of Rights by the EPA and State in Section IX.

V. DEFINITIONS

12. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

"Agencies" means the EPA and CDPHE collectively.

"Broderick Wood Products Special Account" means the special account, within the EPA Hazardous Substances Superfund, established for the Site by the EPA pursuant to section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"BIC Trust Account" means the account from which Settling Party will accept, hold, and transfer funds pursuant to this Settlement Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

"CDPHE" means the Colorado Department of Public Health and Environment and any successor departments or agencies of CDPHE.

"Day" or "day" means a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Effective Date" means the effective date of this Settlement Agreement as provided by Section XVII.

"Environmental Covenant" means the environmental covenant recorded on all Site property in 2007 that Settling Party implemented as an institutional control as required by the Operable Unit 2 (OU2) Record of Decision (ROD). The Environmental Covenant is attached as Appendix B.

"EPA" means the U.S. Environmental Protection Agency.

"EPA Hazardous Substance Superfund" means the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Financial Information" means those financial documents provided to the EPA by Settling Party and used to conduct an ability to pay analysis. The Financial Information is retained by the EPA as a Record.

"Interest" means interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"Materials Management and Health and Safety Plan" means the Materials Management and Health and Safety Plan prepared to address requirements as referenced in the Environmental Covenant, and any updates to the Materials Management and Health and

Safety Plan as said Environmental Covenant may be updated. The plan describes procedures for handling of contaminated soil or materials, as well as property-specific health and safety procedures.

"National Contingency Plan" means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Paragraph" means a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower-case letter.

"Parties" means the United States, State, and Settling Party.

"Property" means all real property at the Site and any other real property, owned or controlled by Settling Party, where the EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site. As of the Effective Date, Settling Party owns Lots 4 and 9. Lot 4 is located at 5790 Lipan Street, Denver, CO, 80216. Lot 9 is located at 5980 Lipan Street, Denver, CO, 80216.

"RCRA" means the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Section" means a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" means this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

"Settling Party" means Broderick Investment Company, a Colorado limited partnership.

"Site" means the Broderick Wood Products Superfund Site, encompassing approximately 64 acres, located in unincorporated Adams County, near Denver, Colorado, and generally shown on the map included in Appendix A.

"State" means the State of Colorado.

"Transfer" means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"United States" means the United States of America and each department, agency, and instrumentality of the United States, including the EPA.

VI. PAYMENT OF RESPONSE COSTS

13. Settling Party's payment under Paragraph 16, the remaining balance of the BIC Trust Account, shall be made to the EPA at https://www.pay.gov in accordance with the following payment instructions: enter "sfo 1.1" in the search field to access EPA's Miscellaneous Payment Form – Cincinnati Finance Center. Complete the form including the Site Name, docket number, and Site/Spill ID Number 0831. Settling Party shall send to the EPA, in accordance with Section XIV (Notices and Submissions), a notice of this payment including these references.

14. **Deposit of Payment**. The total amount to be paid to the EPA pursuant to Paragraph 13 shall be deposited by the EPA in the Broderick Wood Products Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by the EPA to the EPA Hazardous Substance Superfund.

15. Provisions Related to Disposition of Property

a. **Maintenance of the Property**. Until the Property is sold, Settling Party shall, at its own expense: (i) timely pay or cause to be paid all real property taxes; and (ii) timely pay all utility bills regarding the Property.

b. **Rental Income**. Rental income from the Property, including rental income from the Elite Pipe Option described in Paragraph 15.c.(3), shall be deposited by Settling Party into the BIC Trust Account. Settling Party shall not enter into any lease or rental agreement for the Property unless the agreement allows a purchaser of the Property to terminate the lease or rental agreement within 90 days of taking title to the Property.

c. **Option Contracts**.

(1) **Brannan Sand and Gravel Option Contract 1**. In 2012, Settling Party and Brannan Sand and Gravel (Brannan) executed an option contract for the purchase of Lot 7 and Tract A (Brannan Option 1), attached as Appendix C. The purchase price is $350,000. The term of the option ends 60 days after Settling Party provides to Brannan "a written notification from [EPA] and [CDPHE] that the Option Property is released for the development of the Option Property contemplated by Buyer (Release). Brannan Option 1 also details that "[Settling Party] shall use its reasonable best efforts to obtain said Release from the EPA and CDPHE as

soon as is reasonably practicable which, in any event, shall be no later than ten (10) years after the Effective Date." Settling Party and Brannan extended the 10-year period and it remains in effect. The option was modified by Settling Party and Brannan later in 2012 to sell a small portion (approximately 225 square feet), under threat of condemnation, to the Regional Transportation District. No other terms changed.

(2) **Brannan Sand and Gravel Option Contract 2**. In 2013, Settling Party and Brannan executed a second option contract for the purchase of Lot 2 (identified as Lot 4 on EPA maps) (Brannan Option 2), attached as Appendix D. The option is to purchase Lot 2 for $10,000 for a period of 15 years. Therefore, the Brannan Option 2 will expire in 2028.

(3) **Elite Pipe MD LLC Option Contract**. In 2018, Elite Pipe MD LLC and Settling Party entered a lease with option to purchase contract for Lot 9. The lease allows Elite Pipe to utilize portions of the packaged water treatment system building for storage on Lot 9. The option was amended in 2019 (Elite Pipe Option), attached as Appendix E. The rent due under the agreement is $1,000 per month and payment of Lot 9 property taxes. The Elite Pipe Option includes two purchase prices: the building for $200,000 and the entire Lot 9 for $425,000. The Elite Pipe Option expires on January 1, 2069, though Elite Pipe may terminate its lease with 30 days' notice. Settling Party warrants that it has satisfied the mitigation requirements necessary to send out a "Landlord's Notice" pursuant to Paragraph 4(c) of the Elite Pipe Option Contract. Settling Party must notify the EPA in advance of extending the time period of the Elite Pipe Option and receive written EPA approval in advance.

(4) The Brannan Option 1, Brannan Option 2, and Elite Pipe Option are collectively referred to as the "Option Contracts." Settling Party must notify the EPA in advance of extending the time period of any of the Option Contracts and receive written EPA approval in advance. Upon request of any prospective purchaser, the EPA may issue a comfort letter or reasonable steps letter pertaining to the relevant Lot(s).

d. **Marketing of the Property**. If any Property does not sell pursuant to the Option Contracts within four years of the Effective Date, or any party terminates an Option Contract, Settling Party shall immediately commence using best efforts to sell the Property, or the

specific Lot for which the Option Contract was terminated. "Best efforts" for purposes of this Paragraph includes: (i) entering into a listing agreement, for the purpose of marketing and selling the property, with a real estate broker, dealer, or agent licensed in the State of Colorado who customarily deals with real property similar to the Property and has appraised the property for fair market value; (ii) advertising the Property for sale in appropriate publications; (iii) listing the Property with appropriate real estate listing services; (iv) maintaining the Property in a condition suitable for showing to prospective buyers; and (v) providing access to the Property, at reasonable times, to real estate brokers, dealers or agents and prospective buyers. Settling Party shall ensure that any Property listing or advertisement includes a description that the Property is part of, or related to, the Site and that the EPA performed a response action for the Site.

e. Settling Party may execute the contract following the marketing efforts discussed in Paragraph 15.d without the Agencies' prior written approval if the proposed contract provides for Settling Party to receive all cash, is for at least 90% of the appraised value of the Property it pertains to, and provides for the sale to occur within 60 days after the date of execution of the sales contract. Otherwise, Settling Party shall provide to the Agencies a copy of the proposed Property sales contract, and must obtain EPA's written approval, before executing the contract. The EPA will provide an opportunity for CDPHE to review and comment before providing written EPA approval. Settling Party shall provide to the Agencies a copy of the executed contract within 7 days after signing the contract.

f. Settling Party shall submit to the Agencies, at least 14 days prior to the date of the sale of any of the Property, a notice of the sale, Settling Party's calculation of the net sales proceeds, and all documentation regarding the values used in the calculation, including: (i) copies of all documents to be executed regarding the sale; (ii) documentation of the amounts of closing costs to be paid; (iii) documentation of any broker's fees regarding the sale; and (iv) documentation of the amounts of State and/or municipal transfer taxes to be paid regarding the sale of the Property. Settling Party may request that the EPA approve the calculation of net sales proceeds prior to the sale. In that event, EPA's approval shall be binding in any subsequent dispute between the United States and Settling Party regarding whether Settling Party has complied with Paragraph 15.g.

g. If within five years after the Effective Date, Settling Party has not executed a contract for the sale of the Property, upon receipt of

notice from the EPA, Settling Party shall commence best efforts to sell the Property to the highest bidder at a public auction. For purposes of this Paragraph, "best efforts" shall mean engaging the services of a professional auctioneer who will advertise the auction in at least two local newspapers for at least 30 days prior to the auction and who will conduct other marketing activities, as appropriate. The agreement with the professional auctioneer shall be provided to the Agencies for review and approval.

h. **Net Sales Proceeds**. Settling Party shall deposit 100% of the net sales proceeds of the sale of the Property, including Lot 7 and Tract A, into the BIC Trust Account. "Net sales proceeds" shall mean, for purposes of this Paragraph, all consideration received by Settling Party from the sale of the Property, not including: (i) any reasonable closing costs paid regarding the sale; (ii) any reasonable broker's fees regarding the sale; and (iii) any State and/or municipal transfer taxes regarding the sale and any outstanding property taxes or utility bills. Additionally, net sales proceeds for Lot 7 and Tract A do not include: (i) monies paid to Brannan Sand and Gravel for abandonment work up to $150,000; (ii) backpay for Tom Connolly's trustee services up to $24,000; and (iii) backpay to Mark Molen for technical services up to $665.

i. In the event the Property or such portion thereof is transferred involuntarily by operation of law or is transferred by deed or other assignment in lieu of foreclosure due to a default on indebtedness secured by the Property or such portion thereof, Settling Party shall not be required to comply with this Paragraph with respect to the Property or a portion of the Property.

j. In the event of a sale or other transfer of the Property or any portion thereof, Settling Party shall continue to be subject to all terms, conditions and benefits of this Settlement Agreement, except for Section XII (Property Requirements), to the extent it requires Settling Party to provide access to, or to abide by any land, water, or other resource use restrictions regarding the Property or portion thereof that was sold or transferred. Settling Party shall continue to be subject to the requirement to enforce any agreements, pursuant to Section XII, for the new owner to provide access to the Property or portion thereof that was sold.

16. **Property Maintenance Fund**. Settling Party shall use the funds deposited into the BIC Trust Account to only pay for ongoing Property Maintenance, as required by Paragraph 15.a; Marketing of the Property as required by Paragraph 15.d; and up to $1,000 per month for trustee services payable to Settling Party's undersigned representative or Standby Representative as authorized by Paragraph

17. Within 30 days after the sale of all Property, Settling Party shall transfer to the EPA any remaining balance of the BIC Trust Account in accordance with Paragraph 13, and the EPA shall deposit the payment in accordance with Paragraph 14.

17. **Standby Representative**. Settling Party has designated a standby representative, as specified in Paragraph 44, with the power of attorney capable of fulfilling Settling Party's obligations under this Agreement, consistent with the provisions of Section III (Parties Bound), should Settling Party's undersigned representative be unable to perform his obligations under this Settlement. Should the Standby Representative be required, the Standby Representative may draw a salary of $1,000 per month from the BIC Trust Account until Settling Party has sold the Property.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

18. **Interest on Payments.** If Settling Party fails to make the payment required by Paragraph 16 (Property Maintenance Fund) by the required due date, Interest shall accrue on the unpaid balance from the due date through the date of payment.

19. Stipulated Penalty

a. If the amount due to the EPA under Paragraph 16 (Property Maintenance Fund) is not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to the EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 18 (Interest on Payments), $1,000 per violation per day that such payment is late.

b. If Settling Party fails to use best efforts to sell the Property in accordance with Paragraph 15 (Provisions Related to Disposition of Property), Settling Party shall be in violation of this Settlement Agreement and shall pay, as a stipulated penalty, $1,000 per day for each day of failure to use best efforts to sell the Property.

c. All penalties accruing under this Section shall be due and payable to the EPA within 30 days after Settling Party's receipt from the EPA of a demand for payment of the penalties. Settling Party shall make all payments under this Section at https://www.pay.gov using the following instructions: enter "sfo 1.1" in the search field to access EPA's Miscellaneous Payment Form - Cincinnati Finance Center. Complete the form including the Site Name, docket number, and Site/Spill ID Number 0831, and indicate in the comment field that the payment is for stipulated penalties. Settling Party shall send to the EPA, in accordance with Section XIV (Notices and Submissions), a notice of this payment including these references.

d. Penalties shall accrue as provided in this Paragraph regardless of whether the EPA has notified Settling Party of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after payment or performance is due, or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

20. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with any term or condition of this Settlement Agreement, it shall be subject to enforcement action pursuant to section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

21. Notwithstanding any other provision of this Section, the EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Settling Party's payment of stipulated penalties shall not excuse Settling Party from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VIII. COVENANTS BY THE EPA AND STATE

22. **Covenants by the EPA**. Except as specifically provided in Section IX (Reservation of Rights by the EPA and State), the EPA covenants not to sue or to take administrative action against Settling Party pursuant to sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement, including but not limited to, payment of all amounts due under Section VI (Payment of Response Costs) and any Interest or stipulated penalties due thereon under Section VII (Failure to Comply with Settlement Agreement). These covenants are also conditioned upon the veracity and completeness of the Financial Information provided to the Agencies by Settling Party and the financial and indemnity certification made by Settling Party in Paragraph 43. These covenants extend only to Settling Party and do not extend to any other person.

23. **Covenants by the State**. Except as specifically provided in Section IX (Reservation of Rights by the EPA and State), the State covenants not to sue or to take administrative action against Settling Party pursuant to sections 107(a) of CERCLA, 42 U.S.C. § 9607(a), regarding the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement, including but not limited to, payment of all amounts due under Section VI (Payment of Response Costs), and any Interest or stipulated penalties due thereon under Section VII (Failure to Comply with Settlement Agreement). These covenants are also conditioned upon the veracity and completeness of the Financial Information provided to the Agencies by Settling Party and the financial and indemnity certification made by Settling Party in Paragraph 43. These covenants extend only to Settling Party and do not extend to any other person.

IX. RESERVATION OF RIGHTS BY THE EPA AND STATE

24. The EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Paragraph 22 (Covenants by the EPA). Notwithstanding any other provision of this Settlement Agreement, the EPA reserves all rights against Settling Party with respect to:

a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability, based on the ownership or operation of the Site by Settling Party when such ownership or operation commences after signature of this Settlement Agreement by Settling Party;

e. liability based on Settling Party's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Party; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

25. The State reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Paragraph 23 (Covenants by the State). Notwithstanding any other provision of this Settlement Agreement, the State reserves all rights against Settling Party with respect to:

a. liability for failure to Settling Party to meet a requirement of this Settlement Agreement;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Party when such ownership or operation commences after signature of this Settlement Agreement by Settling Party;

e. liability based on Settling Party's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Party; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

26. Notwithstanding any other provision of this Settlement Agreement, the EPA and the State reserve, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Settlement Agreement, if the Financial Information provided by Settling Party, or the financial or indemnity certification made by Settling Party in Paragraph 43, is false or, in any material respect, inaccurate.

27. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the EPA and the State may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

X. COVENANTS BY SETTLING PARTY

28. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or the State, or its contractors or employees,

with respect to the Site and this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, 42 U.S.C. § 6972(a), or state law, relating to the Site.

29. Except as provided in Paragraph 31 (claims against other potentially responsible parties) and Paragraph 36 (res judicata and other defenses), these covenants shall not apply in the event the EPA, or the State, brings a cause of action or issues an order pursuant to any of the reservations in Section IX (Reservation of Rights by the EPA and State), other than in Paragraphs 24.a or 25.a (liability for failure to meet a requirement of the Settlement Agreement) or 24.b or 25.b (criminal liability), but only to the extent that Settling Party's claims arise from the same response action or response costs that the EPA or the State is seeking pursuant to the applicable reservation.

30. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

31. Settling Party agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under sections 107(a) or 113 of CERCLA) that it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

32. Except as provided in Paragraph 31 (claims against other potentially responsible parties), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section X (Covenants by Settling Party), each

of the Parties reserves any and all rights (including, but not limited to, under section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2).

33. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States and the State within the meaning of sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State, or any other person; provided, however, that if the EPA or the State exercises rights under the reservations in Section IX (Reservation of Rights by the EPA and State), other than in Paragraphs 24.a or 25.a (liability for failure to meet a requirement of the Settlement Agreement) or 24.b or 25.b (criminal liability), the "matters addressed" in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

34. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States and the State within the meaning of section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

35. Settling Party shall, with respect to any suit or claim brought by it for matters related to Settlement Agreement, notify the Agencies in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify the Agencies in writing within 10 days after service of the complaint or claim upon Settling Party. In addition, Settling Party shall notify the Agencies within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

36. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any

defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by the EPA and State set forth in Section VIII.

37. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period commencing on the date of its signature and ending on the date the EPA receives from such Settling Party the payment(s) required by Section VI (Payment of Response Costs) and, if any, Section VII (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States or the State related to the "matters addressed" as defined in Paragraph 33, and that, in any action brought by the United States or the State related to the "matters addressed," Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If the EPA gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by the EPA.

XII. PROPERTY REQUIREMENTS

38. **Agreements Regarding Access and Non-Interference**. Settling Party shall, with respect to its Property:

a. Provide the United States, the State, and their representatives, contractors, and subcontractors with access at all reasonable times to its Property to conduct any activity relating to response actions at the Site, including the following activities:

(1) Verifying any data or information submitted to the United States or the State;

(2) Conducting investigations regarding contamination at or near the Site;

(3) Obtaining samples;

(4) Assessing the need for, planning, implementing, or monitoring response actions;

(5) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Party or its agents;

(6) Assessing Settling Party's compliance with the Settlement Agreement;

(7) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement Agreement; and

(8) Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Property.

b. Provide potentially responsible parties, bona fide prospective purchasers, and CERCLA section 107(d) Good Samaritans who have entered or may enter into an agreement with the United States or the State for performance of response actions at the Site, and their representatives, contractors, and subcontractors with access at all reasonable times to its Property to conduct any activity relating to response actions at the Site, including the following activities:

(1) Verifying any data or information submitted to the United States or the State;

(2) Conducting investigations regarding contamination at or near the Site;

(3) Obtaining samples;

(4) Assessing the need for, planning, implementing, or monitoring response actions; and

(5) Implementing, monitoring, maintaining, and reporting on any institutional controls or any land, water, or other resource use restrictions regarding the Property.

c. Refrain from using its Property in any manner that the EPA determines will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of response actions at the Site, including compliance with the Environmental Covenant and the following restriction:

(1) No digging, boring, drilling, or constructing of a well of any kind on the Property shall occur except for those wells used for groundwater monitoring purposes as provided in the CERCLA remedial action documents.

39. If the EPA determines in a decision document prepared in accordance with the National Contingency Plan that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Property, Settling Party shall cooperate with the EPA's and the State's efforts to secure and ensure compliance with such institutional controls. The EPA has determined that modifications to the Environmental Covenant and attachments to the Environmental Covenant are needed, and Settling Party has consented to cooperate in the modification of the Environment Covenant consistent with Appendix F.

40. In the event of any Transfer of the Property, unless the EPA otherwise consents in writing, Settling Party shall continue to comply with its obligations under the Settlement Agreement. The EPA will not consent until after an opportunity for CDPHE to review and comment.

41. Notwithstanding any provision of this Settlement Agreement, the EPA and the State retain all of their access authorities and rights, as well as all of their rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XIII. RETENTION OF RECORDS

42. Settling Party warrants it has transferred all Records to the Agencies as of the Effective Date and has not retained any Records since.

43. Settling Party certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies), relating to its potential liability regarding the Site since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site and Settling Party's financial circumstances, including but not limited to indemnity information, pursuant to sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), section 3007 of RCRA, 42 U.S.C. § 6927, and state law;

b. submitted to the Agencies financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to the Agencies and the time Settling Party executes this Settlement Agreement; and

c. fully disclosed any information regarding the existence of any indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to the Agencies upon request such indemnity agreements and information.

XIV. NOTICES AND SUBMISSIONS

44. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Except as otherwise provided, notice to a Party by email in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Paul Stoick
Remedial Project Manager
Stoick.Paul@epa.gov

Natalie Timmons
Enforcement Specialist
Timmons.Natalie@epa.gov

Kayleen Castelli
Site Attorney
Castelli.Kayleen@epa.gov

Karren Johnson
Financial Officer
Johnson.Karren@epa.gov

Benjamin Mathieu
Site Attorney
Mathieu.Benjamin@epa.gov

As to the State:

Patrick Medland
State Project Manager
Patrick.Medland@state.co.us

Lukas Staks
Assistant State Attorney General
Lukas.Staks@coag.gov

As to Settling Party:

Tom Connolly
Tom@ConnollyTrustee.com

Standby Representative:

Joli Lofstedt
Joli@ofjlaw.com

XV. INTEGRATION/APPENDICES

45. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that

there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the map of the Site.

"Appendix B" is the Environmental Covenant.

"Appendix C" is the Brannan Option 1 Contract.

"Appendix D" is the Brannan Option 2 Contract.

"Appendix E" is the Elite Pipe Option Contract.

"Appendix F" is the draft modified Environmental Covenant.

XVI. PUBLIC COMMENT

46. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with section 122(i)(3) of CERCLA, the United States may withhold its consent or seek to modify this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. EFFECTIVE DATE

47. The effective date of this Settlement Agreement shall be the date upon which the EPA issues written notice that the public comment period pursuant to Paragraph 46 has closed, and the United States has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

AARON URDIALES
Digitally signed by AARON URDIALES
Date: 2024.10.23 10:20:59 -06'00'

Dated

Aaron Urdiales
Division Director
Superfund & Emergency Management Division
U.S. Environmental Protection Agency, Region 8

Thompson, Christopher
Digitally signed by Thompson, Christopher
Date: 2024.10.21 12:29:55 -06'00'

Dated

Christopher A. Thompson
Associate Regional Counsel for Enforcement
Office of Regional Counsel, Region 8

U.S. DEPARTMENT OF JUSTICE:

9/30/2024
Dated

Jeffrey Sands
Deputy Section Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section

JAMES FREEMAN Digitally signed by JAMES FREEMAN
Date: 2024.10.25 11:47:03 -06'00'

Dated

James Freeman
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section

STATE OF COLORADO:

Tracie White Digitally signed by Tracie White Date: 2024.09.11 12:51:45 -06'00'

Dated

Tracie M. White, P.E.
Division Director
Hazardous Materials & Waste Management Division
Colorado Department of Public Health & Environment

9/11/2024

Dated

Lukas Staks
Senior Assistant Attorney General
Colorado Attorney General's Office

Signature Page for Settlement Agreement Regarding Broderick Wood Products Superfund Site

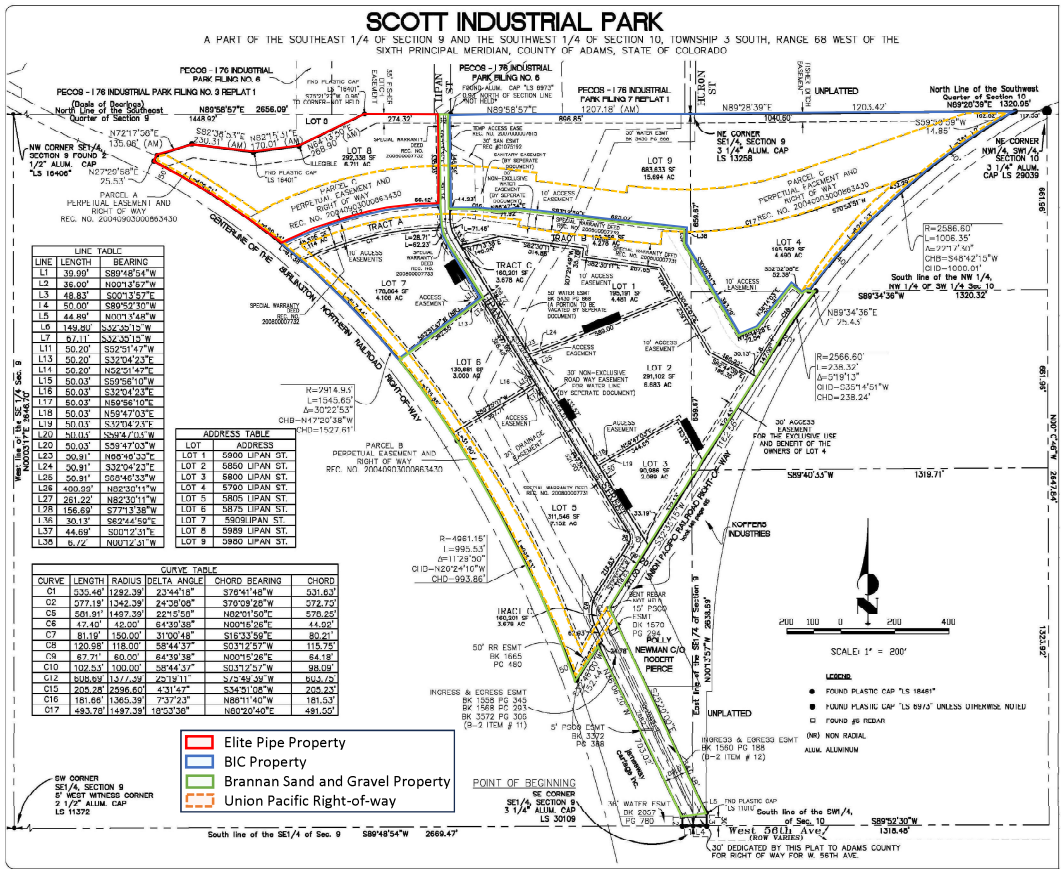
FOR BRODERICK INVESTMENT COMPANY
By: BIC, INC., its General Partner

9/9/24
Dated

Tom H. Connolly, in his capacity as President of BIC, Inc.
and not individually
(303) 517-9529
Tom@ConnollyTrustee.com

SCOTT INDUSTRIAL PARK

A PART OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	39.99'	S89°48'54"W
L2	36.00'	N00°13'57"W
L3	48.83'	S00°13'57"E
L4	50.00'	S89°52'30"W
L5	44.89'	N00°13'48"W
L6	149.80'	S32°39'13"W
L7	67.11'	S32°39'13"W
L11	50.20'	S32°51'47"W
L13	50.20'	S32°04'23"E
L14	50.20'	N52°51'47"E
L15	50.03'	S89°56'10"W
L16	50.03'	S32°04'23"E
L17	50.03'	N89°56'10"E
L18	50.03'	N59°47'03"E
L19	50.03'	S32°04'23"E
L20	50.03'	S59°47'03"W
L23	30.91'	N89°49'33"E
L24	30.91'	S32°04'23"E
L25	50.91'	S89°46'33"W
L26	400.09'	N82°30'11"W
L27	281.22'	N82°30'11"W
L28	156.69'	S77°13'38"W
L36	30.13'	S62°44'59"E
L37	44.69'	S00°12'31"E
L38	6.72'	N00°12'31"W

ADDRESS TABLE	
LOT	ADDRESS
LOT 1	5900 LIPAN ST.
LOT 2	5850 LIPAN ST.
LOT 3	5800 LIPAN ST.
LOT 4	5790 LIPAN ST.
LOT 5	5805 LIPAN ST.
LOT 6	5875 LIPAN ST.
LOT 7	5905 LIPAN ST.
LOT 8	5989 LIPAN ST.
LOT 9	5980 LIPAN ST.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	535.46'	1282.39'	23°44'18"	S76°41'48"W	531.63'
C2	577.19'	1342.39'	24°38'08"	S76°09'26"W	572.75'
C5	581.91'	1497.39'	22°15'20"	N82°01'50"E	578.25'
C6	47.10'	42.00'	64°15'38"	N00°16'26"E	44.69'
C7	81.19'	150.00'	31°00'48"	S16°33'58"E	80.21'
C8	120.98'	118.00'	58°44'37"	S03°12'57"W	115.75'
C9	87.71'	80.00'	62°49'38"	N00°15'26"E	83.38'
C10	102.53'	100.00'	58°44'37"	S03°12'57"W	98.09'
C12	608.69'	1377.39'	25°19'11"	S12°49'39"W	603.75'
C15	205.28'	2596.60'	4°31'47"	S34°51'08"W	205.23'
C16	181.66'	1365.39'	7°37'23"	N86°11'40"W	181.53'
C17	493.78'	1497.39'	18°53'36"	N80°20'40"E	491.60'

RECEPTION#: 2007000013669, 02/07/2007 at 02:58:36 PM, 1 OF 28, Doc Type:COV
Karen Long, Adams County, CO

RECEPTION#: 2007000007612, 01/22/2007 at 11:54:39 AM, 1 OF 24, Doc Type:COV
Karen Long, Adams County, CO

***

RECORDED AS RECEIVED

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.

ADAMS COUNTY COLORADO SEAL

Certified to be a full, true and correct copy of the Recorded Document consisting of 24 pages in my custody.
KAREN LONG, Adams County Clerk & Recorder
By _____ Date 1/26/07

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ENVIRONMENTAL COVENANT

Broderick Investment Company ("BIC") grants an Environmental Covenant ("Covenant") this 14 day of ~~August~~ December, 2006 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, BIC is the owner of certain property commonly referred to as Broderick Wood Products Superfund Site, located at 5800 Galapago Street, Adams County, Colorado, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § § 9601, et seq. ("CERCLA"), the Property is the subject of an enforcement and remedial action pursuant to the Broderick Wood Treatment Site Record of Decisions ("ROD"), Broderick Wood Products Operable Units 1 and 2, dated March 24, 1992 and the Explanation of Significant Differences ("ESD") dated February 1995, modifying the ROD, the Consent Decree between the United States of America, the Department, and BIC in Civil Action No. 86-Z-369, entered June 26, 1995 ("Consent Decree"), and the Statement of Work ("SOW") required pursuant to that Consent Decree (collectively "the CERCLA Remedial Action Documents"); and

WHEREAS, BIC desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind BIC, its heirs, successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department and the United States Environmental Protection Agency ("EPA") as a third party beneficiary.

NOW, THEREFORE, BIC hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 11, below, which shall run with the Property in perpetuity and be binding on BIC 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 used in this Environmental Covenant, the term OWNER means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the

X X (00320693.2) X

RETURN TO:
DUFFORD AND BROWN
1700 BROADWAY, SUITE 2100
DENVER, CO 80202
ATTN: AMY WILSON

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*** This Environmental Covenant is being re-recorded to include the complete version of Figure G-1.

Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1. Use Restrictions

A. **Prohibition on Residential and Public Use**. No residential use shall be permitted on the Property, including, but not limited to, any single family or multi-family residential dwelling or living unit, whether permanent or temporary, and no playgrounds, parks, schools, daycare centers (whether independent or ancillary to a permitted use), recreational facilities of any type, community centers, hospitals, or adult care centers shall be located at the Property.

B. **Prohibition on Agricultural Use**. No agricultural use of the Property is permitted, including but not limited to, the cultivation or storage of any crop or the grazing, feeding or keeping of any animal for agricultural or commercial purposes. Ornamental landscaping may be permitted at the Property, provided all such landscaping activities are done in accordance with the Materials Management and Health and Safety Plan set forth in Subparagraph C, immediately below.

C. **Restriction on Excavation**. No excavation of any soils at the Property or underneath the soil cover shall occur except pursuant to the Materials Management and Health and Safety Plan (the "Plan"), attached hereto and incorporated herein as if set forth in full.

D. **Prohibition on Use of Water**. No development of surface water on the Property or groundwater under the Property shall occur except as provided in the CERCLA Remedial Action Documents.

E. **Prohibition on Well Construction**. No digging, boring, drilling, or constructing of well of any kind on the Property shall occur except for those wells used for groundwater monitoring purposes as provided in the CERCLA Remedial Action Documents.

F. **Protection of the Integrity of CERCLA Remedial Actions**. Owner shall not use the Property in any way that interferes with the operation and/or maintenance of the CERCLA Remedial Actions, including, but not limited to, the groundwater monitoring wells, any equipment or infrastructure constructed or used for the CERCLA Remedial Actions, or any cap or other covering intended to prevent contact with contaminated materials in the ground or at the surface.

2. Purpose of This Covenant. The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any hazardous substances that remain on the Property. The Covenant will accomplish this by minimizing those activities that result in disturbing the ground surface, and by implementing the institutional controls called for in the CERCLA Remedial Action and by insuring that no action interferes with the CERCLA Remedial Action features at the Property.

3. Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. BIC or its successors and assigns may request that

RAC

the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) a proposal to perform additional remedial work;

b) new information regarding the risks posed by the residual contamination;

c) information demonstrating that residual contamination has diminished;

d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and other appropriate supporting information.

4. 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.

5. Notices 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.

6. 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.

7. 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.

8. No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant, nor does EPA acquire any liability under State law by virtue of being a third-party beneficiary.

9. Enforcement. The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. BIC and the EPA may file suit in district court to enjoin actual or threatened violations of this Covenant.

10. Owner's Compliance Certification. OWNER shall submit a Report to the Department detailing any lack of compliance with terms of this Covenant. This Report shall be submitted to the Department within 20 days of the OWNER reasonably becoming aware of the events prompting the need to provide such a Report.

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11. Notices. Any document or communication required under this Covenant shall be sent or directed to:

Broderick Wood Treatment Superfund Site Project Officer
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

And to:

Robert J. Eber
Assistant Attorney General
Environment and Natural Resources Section
Hazardous and Solid Waste Unit
Colorado Department of Law
Denver, CO 80203

With reference to the Broderick Wood Products Superfund Site

And to:

Remedial Project Manager (8EPR-SR)
Broderick Wood Treatment Superfund Site
U.S. Environmental Protection Agency
999 18th Street
Suite 300
Denver, CO 80202-2466

BIC has caused this instrument to be executed this 14 day of December, 2006.

Broderick Investment Company
390 Interlocken Crescent, Suite 490
Broomfield, CO 80021

By: _____
Tom H. Connolly

Title: Trustee

STATE OF Colorado)
) ss:
COUNTY OF Broomfield)

The foregoing instrument was acknowledged before me this 14th day of December, 2006 by Tom H. Connelly on behalf of BIC.

Notary Public

390 Interlocken Cres. #490
Address
Broomfield, Co 80021

My commission expires: 1-25-2008

Accepted by the Colorado Department of Public Health and Environment this 18th day of January, ~~2006.~~ 2007

By: Gary W. Baughman

Title: Director, HMWMD

STATE OF Colorado)
) ss:
COUNTY OF Arapahoe)

~~2006~~ 2007 The foregoing instrument was acknowledged before me this 18th day of January ~~2006~~ by Gary W. Baughman on behalf of the Colorado Department of Public Health and Environment.

Notary Public

4300 Cherry Creek Rd
Address
Denver Co 80246

My commission expires: 2-29-08

RECEPTION#: 2007000013669, 02/07/2007 at 02:58:36 PM, 6 OF 28, Doc Type:COV
Karen Long, Adams County, CO

RECEPTION#: 2007000007612, 01/22/2007 at 11:54:39 AM, 8 OF 24, Doc Type:COV
Karen Long, Adams County, CO

ATTACHMENT A

KNOW ALL MEN BY THESE PRESENTS THAT BRODERICK INVESTMENT COMPANY, A COLORADO LIMITED PARTNERSHIP, BEING THE OWNER OF A PARCEL OF LAND BEING A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 9 AND THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 9 BEARS N00°13'48"W 2639.40 FEET, ITS SOUTH ONE-QUARTER CORNER BEARS S89°48'53"W 2669.47 FEET AND THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 10 BEARS N89°52'30"E 2638.90 FEET;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER, S89°48'54"W A DISTANCE OF 30.99 FEET;

THENCE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER, N00°13'48"W A DISTANCE OF 36.00 FEET;

THENCE N28°09'33"W A DISTANCE OF 697.69 FEET, TO A POINT OF NON-TANGENT CURVE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 1665 AT PAGE 480;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S61°40'58"E, HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 16°50'25" AND AN ARC LENGTH OF 182.23 FEET, TO A POINT OF NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S69°44'57"W, HAVING A RADIUS OF 4961.15 FEET, A CENTRAL ANGLE OF 12°26'16" AND AN ARC LENGTH OF 1076.84 FEET, TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S57°16'41"W, HAVING A RADIUS OF 2914.93 FEET, A CENTRAL ANGLE OF 29°48'43" AND AN ARC LENGTH OF 1514.98 FEET, TO A POINT OF NON-TANGENCY;

THENCE N27°28'58"E A DISTANCE OF 23.42 FEET;

THENCE N72°13'19"E A DISTANCE OF 135.50 FEET;

THENCE S62°41'41"E A DISTANCE OF 230.00 FEET;

THENCE N82°28'19"E A DISTANCE OF 170.00 FEET;

THENCE N64°08'19"E A DISTANCE OF 270.00 FEET, TO THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER;

THENCE ALONG SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER, N89°58'19"E A DISTANCE OF 1206.50 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST ONE- QUARTER OF SECTION 10;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER, N89°30'43"E A DISTANCE OF 1203.26 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD AS DESCRIBED IN DOCUMENT RECORDED IN BOOK 146 AT PAGE 415;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD THE FOLLOWING FIVE (5) COURSES:

1. S59°50'59"W A DISTANCE OF 14.81 FEET, TO A POINT OF CURVE;

2. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S30°09'01"E, HAVING A RADIUS OF 2586.60 FEET, A CENTRAL ANGLE OF 22°18'56" AND AN ARC LENGTH OF 1005.93 FEET, TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SOUTHWEST ONE-QUARTER OF SECTION 10;

3. ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, N89°36'09"E A DISTANCE OF 25.43 FEET, TO A POINT OF NON-TANGENT CURVE;

4. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S52°05'00"E, HAVING A RADIUS OF 2586.60 FEET, A CENTRAL ANGLE OF 05°19'45" AND AN ARC LENGTH OF 238.73 FEET, TO A POINT OF TANGENCY;

5. S32°35'15"W A DISTANCE OF 1166.53 FEET;

THENCE S25°33'48"E A DISTANCE OF 638.09 FEET;

THENCE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER, S00°13'48"E A DISTANCE OF 48.82 FEET, TO THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER;

THENCE ALONG SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER, S89°52'30"W A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,765,961 SQUARE FEET OR 63.498 ACRES.

RECEPTION#: 2007000013669, 02/07/2007 at 02:58:36 PM, 7 OF 28, Doc Type:COV
Karen Long, Adams County, CO

RECEPTION#: 2007000007612, 01/22/2007 at 11:54:39 AM, 9 OF 24, Doc Type:COV
Karen Long, Adams County, CO

ATTACHMENT G
STANDARD OPERATING PROCEDURE
MATERIALS MANAGEMENT
AND
HEALTH AND SAFETY PLAN

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FIGURES
FIGURE G-1 LIMITS OF CONTAMINATED AREAS
Tables 2 and 3

1.0 INTRODUCTION

This Materials Management and Health and Safety Plan ("Plan") shall apply to and be implemented as part of the Environmental Covenant for the Property more specifically described in Attachment A ("Property") whenever there are plans to breach the 12-inch soil cover at the Property. This Plan was prepared to address the specific requirements as referenced in the Environmental Covenant granted by Broderick Investment Company ("BIC") to Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("CDPHE"). Any person undertaking activities to which this Plan is applicable, shall implement this Plan. All activities conducted by BIC associated with management of hazardous soil and water pursuant to the CERCLA remedial action shall comply with the requirements of this Plan. This Plan presents procedures for the handling of contaminated soil or materials as defined in Sections 2.4 and 2.5 during such activities. Property-specific health and safety procedures are also documented within this Plan. The activities include, but may not be limited to, the following:

Utility cuts (private sector; contractor 1, or municipal)

Natural gas (Xcel Energy)

Electrical (Xcel Energy)

Telephone (Qwest, AT&T, US Sprint, MCI)

Cable (Comcast)

Water taps (new service, repair, or modification)

Sewer taps (new service, repair, or modification)

Water Supply

Sanitary sewer

Storm sewer

Manhole alignment

Building foundations

Removal of contaminated materials.

"CONTRACTOR" shall be construed to include any contractor (plumbing, mechanical, etc.) licensed to perform Activities on or under the Property. The conditions and requirements of this Plan shall also be binding on any unlicensed contractor or other entity performing Activities on or under the Property. The property owner shall assure that any entity or person involved in any project subject to this Plan shall be properly licensed or certified pursuant to existing regulations for such Activities. The health and safety and hazard communication plans to be

utilized for these work activities are included in Section 4. BIC agrees to accept and process all contaminated soil and water as provided in this Plan associated with materials handling on the site, without regard to whose activity generated the materials.

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2.0 MATERIALS HANDLING PROCEDURES

This section provides the requirements and controls for the anticipated work activities. The overall approach of the work is to identify, remove and transport contaminated soil to the Land Treatment Unit ("LTU") constructed as part of the CERCLA remedial action for the Broderick Wood Treatment Site, and remove, load, transport and dispose of debris. In the event that the LTU is closed or otherwise unavailable, the soil shall be sampled and profiled to determine proper off-property disposal requirements prior to loading in the containers for disposal.

2.1 Access Control

Primary access to the Property will be from the north along Lipan St. (Figure G-1).

2.2 Excavation Safety

All excavations shall be done in a safe manner. Appropriate measures shall be implemented to retain excavation side slopes and prevent cave-ins to ensure that persons in or near the excavation are protected. All other applicable procedures as provided in the Health and Safety and Monitoring Procedures shall be followed (Section 4.0, OSHA references).

2.3 Notification and Documentation

There shall be a one-time notice to EPA and CDPHE before commencing excavation in contaminated areas or when the excavation may extend deeper than one foot above the seasonal groundwater level. Notice shall be provided to EPA and CDPHE whenever unanticipated conditions necessitate activities which will deviate from the procedures and requirements set-forth in this Plan. The reason for the expected deviation and a plan for implementing the new procedures shall be provided prior to taking action which will deviate from this Plan. If deviations from this Plan occur accidentally during property activities, EPA and CDPHE shall be notified and the work shall be suspended until the reason for the deviation and a plan for implementing new procedures has been provided. In the event that contaminated materials are encountered, all activities to comply with the requirements of this plan including final disposition of the materials shall be documented. The document shall include photographs of construction activities and results of all sampling activities.

2.4 Contaminated Soil

For purposes of this Plan all soil within the Property shall be considered either "contaminated" or "minimally impacted." All soil excavated from within the areas delineated on Figure G-1 (Former Impoundment Area and Former Process Area 12 inches below the ground surface (bgs)) shall be presumed contaminated and soil excavated from the LTU shall be considered contaminated ("contaminated area"). Soil excavated from within the designated contaminated areas may be considered "minimally impacted" if sample analysis indicates the soil contaminant concentrations are below treatment levels as provided in Table 2 and Table 3 attached of the Broderick Wood Products Superfund Site O&M Plan.

Soil outside of these contaminated areas is considered "minimally impacted" down to one foot

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above the seasonal high groundwater table. All other areas of the property outside the contaminated areas shall be considered "minimally impacted", unless visual observations reveal visible staining and/or olfactory observations reveal strong odors. Evaluation of the soil conditions in the area outside of the contaminated areas will be through visual inspection and observation.

During construction, soil excavated from "minimally impacted" areas will be inspected for visually observable "staining" and the presence of odors. Staining would appear to be black or very dark brown and may have a slight rainbow tint. If odor is present, it would be organic in nature and have a detectable mothball, petroleum or similar type of odor. All soil that is visibly stained or contains strong odors shall be presumed to be contaminated unless sampling and analysis indicates contaminant concentrations to be less than treatment levels as provided in Table 2 and Table 3 of the Broderick Wood Products Superfund Site O&M Plan.

2.5 Contaminated Groundwater and Surface Water Runoff

Adequate control shall be implemented for sediment and surface water runoff in accordance with applicable State and Adams County requirements. All groundwater encountered at the Property and any surface water coming in contact with contaminated soil shall be considered contaminated and subject to the requirements of this plan. If removal of groundwater from the excavation is required to facilitate construction or if surface water comes in contact with contaminated soil, ample means and devices shall be maintained to promptly remove and dispose of all contaminated water, including, as appropriate for the particular work, providing retention berms, installing temporary sumps, or sedimentation ponds for collection of water from disturbed areas and to address ponding of storm water. The removed water shall be pumped to the Broderick Wood Products Superfund Site remedial action treatment facility surge pond. All water disposed of into the surge pond will be treated and discharged by BIC under Colorado discharge permit #COG310180, or any replacement thereto.

2.6 Limits of Excavation

No excavations, other than those provided for in the CERCLA Response Action documents, including the current O&M Plan, shall occur in the LTUs without EPA and CDPHE notification, concurrence and amendment of the CERCLA response action documents. Outside of the LTU, excavations should be limited to the depths and widths, as shown on the plans or as required to accomplish the task; excavations deeper than 12 inches above the seasonal high groundwater table should be avoided to minimize contact with potentially contaminated soil and groundwater; and all disturbed areas shall be restored in accordance with the requirements of Section 3.0. Excavations outside of the LTU, which are deeper than 12 inches above the seasonal high groundwater table will comply with the requirements of Section 2.7 hereof. No excavations shall be conducted in the Former Impoundment Area, except as necessary for the extension of Lipan St. and associated utilities, until certification of partial completion of the CERCLA remedy component has been accepted by the EPA.

2.7 Excavated Soil

All excavated soil designated as "minimally impacted", meeting the criteria listed in Section 2.4, may be placed into other areas on the Property.

Excavated "contaminated" soil shall be loaded, hauled, and stockpiled to the designated area within LTU-A North. All excavated contaminated soil shall be excavated, loaded, and hauled to the LTU in a manner that prevents, to the maximum extent possible, the spread of contamination. All haul roads shall be maintained as clean roads. All vehicles which travel within the limits of the LTU area shall be decontaminated. Soil placed within the LTU will be treated by BIC in accordance with the CERCLA Response Action documents, including the current O&M Plan.

All existing roads surfaced with pavement or gravel outside of the LTU area and on Property are considered clean of contamination and shall be used to transport contaminated soil to the LTU; however, they must be cleaned of contaminated soil upon completion of the hauling operations. Additional temporary roads shall be built using imported granular road surfacing as necessary to provide direct access to the designated disposal areas in the LTU without disturbing active treatment areas. All haul roads shall be maintained and spills shall be prevented. If a spill occurs, the area of the spill shall be cleaned by removal of all visually contaminated soil from the road surface, and the addition of 2 inches of imported granular road surfacing. Temporary roads shall be removed at the completion of the job, unless directed otherwise.

In the event that the LTU is closed and no longer accepting soil, soil shall be sampled and profiled to determine proper off-Property disposal requirements prior to loading in the containers for disposal. It shall then be transported directly to an appropriate waste disposal facility. Under no condition shall this requirement be deviated from.

2.8 Debris

If debris (non-soil material) is encountered during excavation or grading the material encountered shall be considered contaminated and shall be segregated from soil and shall be transported to a designated area within LTU-A North for later characterization and disposal. As an alternative, debris may be characterized and loaded directly into roll-off boxes or trucks for off-Property disposal. All collected debris shall be handled using either the excavator or the loader. The collected debris will be transported to the appropriate waste disposal facility. Gross amounts of soil will be removed from the waste material and the debris sampled and profiled to determine proper off-Property disposal requirements prior to transport off Property for disposal. It will then be transported directly to an appropriate waste disposal facility.

2.9 Air Monitoring

During excavation, transportation and spreading of contaminated soil, Mini RAM samplers will be used to provide real time concentrations of respirable airborne particulates. Three Mini RAMs will be used to monitor dust; one at north Property boundary near the LTUs, one between the LTU-A North and the Union Pacific Rail line, and a third "mobile" unit close to the excavation activity. In addition, appropriate dust control measures, in accordance with § 4.3.1., will be used during the excavation activities. If dust levels exceed 0.15 milligrams per cubic meter (mg/m3) at the fence line or 0.30 mg/m3 within the LTU boundaries or in the work zone,

the operations will be modified or delayed. In addition, Mini RAM samplers should be placed such that they determine whether persons employed on the site in any capacity are exposed to contaminants at unacceptable concentrations. If so, work procedures shall be modified to reduce exposure to acceptable limits.

3.0 RESTORATION OPERATIONS

This section provides the requirements for restoration of the surface soil cover following activities which disturb or otherwise remove the existing soil cover. The soil cover shall be replaced or restored in all areas of the property, unless final development conditions include paving, gravel surface or other permanent surfacing material. The soil cover shall include a 1-foot-thick layer of imported fill as cover over any disturbed area, except as noted above.

The existing soil cover, to the extent possible, shall be prevented from being contaminated. In the event that the soil cover material becomes intermixed with contaminated material the mixture shall be excavated, properly disposed and replaced with 12 inches of imported fill.

The current soil cover shall be surveyed prior to any activities which may disturb it. The limits of the planned disturbance shall be staked and elevations of the top surface measured and recorded. At a minimum, stakes shall be placed at the corners of the planned disturbance area and at points not greater than 100-foot intervals. Following the activities, the actual extent of the disturbance shall be measured and recorded.

The information recorded from measurements described above shall control the restoration activities. The disturbed area shall be restored to reestablish the 12 inch soil cover and shall include leveling the ground surface and placement of 12 inches of clean soil. Following soil cover placement all surfaces shall be compacted.

4.0 HEALTH AND SAFETY AND MONITORING PROCEDURES

This section includes Property-specific health and safety procedures to be implemented during Activities at the Property to which this Plan applies pursuant to section 1.0. The Property owner shall be responsible for having this Plan on Property and assuring its implementation and adherence by all persons on Property during activities to which the Plan is applicable.

4.1 Worker Health and Safety

The principal factor in hazard control and worker health and safety is training. Workers cannot guard against hazards if they are not aware of the dangers in their workplace. The requirements of OSHA, 29 CFR 1910 regulations are used as guidance for this Plan.

The basis for this Plan is that there is potentially contaminated soil and groundwater on the Property for which workers may be exposed during activities at the Property. There are three potential pathways to humans working on the affected Property to come in contact with COCs. The potential pathways are:

1. Direct contact with materials containing COCs;

2. Inhalation of dust containing contaminated particulate, and;

3. Ingestion of contaminated materials.

4.3.1 Health and Safety Officer

A Health and Safety Officer (HSO) shall be appointed by the Contractor to supervise all aspects of implementation of this Plan, perform necessary monitoring, and collect and maintain documentation required by this Plan. The HSO will have the knowledge, responsibility and authority to apply appropriate protection regulations. The HSO shall ensure that health and safety activities are being performed in accordance with the requirements of this Plan.

The HSO shall be responsible for establishment of the exclusion zone around each work area and for ensuring that only workers with the appropriate training and documentation of such training are allowed within the exclusion zone. The HSO shall insure that the equipment utilized to characterize soil encountered during Plan Activities and to monitor worker health and safety are properly calibrated. The HSO shall also ensure that all required field measurements are obtained as required by this Plan to protect worker safety and to characterize excavated soil for segregation and subsequent testing.

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The HSO will be responsible for ensuring that contaminated soil is properly segregated, containerized and transported to the LTU. The HSO shall also ensure that the segregated soil is isolated and managed in a manner to prevent contact by other workers not involved in Plan-related Activities or by Property visitors until results of additional sampling are obtained indicating that the soil is suitable for placement back in the excavation or as general fill or alternatively until contaminated soil are transported to the LTU for on-Property treatment or disposal at a off-Property licensed disposal facility.

4.3.2 Training Requirements

Worker health and safety are regulated under OSHA as stipulated in 29 CFR 1910. Training is regulated by 29 CFR 1910.120 (e). Personnel working on the Property or that may come into contact with contaminated materials, should fall under the criteria specified below:

- Workers on-Property only occasionally for a specific limited task, and who are unlikely to be exposed over permissible exposure limits, shall receive a minimum of 24 hours of instruction, and;
- The HSO and other on-Property management or supervisors directly responsible for, or who supervise employees engaged in, Activities shall receive 40 hours initial training and three days of supervised field experience (the training may be reduced to 24 hour of initial training, if the only area of responsibility is employees as specified above).

The Property owner shall be responsible for ensuring that all Property workers provide adequate documentation certifying OSHA health and safety training in accordance with 29 CFR 1910.120. Workers who cannot provide training certification will be denied access to the controlled area.

The OSHA health and safety training for the HSO will include additional instruction for Property-specific hazards and hazard awareness.

4.3.3 Personal Monitoring

No personal monitoring is anticipated to be required.

4.3.4 Property/Area Monitoring

The Property owner shall be responsible for monitoring conditions at the worksite and immediate surrounding area. During excavation, transportation, and spreading of soil in the LTU units, Mini RAM samplers will be used to provide real time concentrations of respirable airborne particulates. Three Mini RAMs will be used to monitor dust; two at fence lines near the LTUs, and a third "mobile" unit close to the activity. In addition, appropriate dust control measures (e.g., watering) will be used during the transportation. If dust levels exceed 0.15 milligrams per cubic meter (mg/m3) at the fence line or 0.30 mg/m^3 within the LTU boundaries or work zones, the operations will be modified or delayed.

4.3.5 Hazard Evaluation

Physical hazards that may be encountered include the presence of heavy equipment (i.e., backhoe, trucks), open trenches or excavations, exposure to electrical and other utility hazards, and noise. In addition, there is a possibility of slip/trip/fall hazards from holes, uneven pavement, unused construction equipment, sharp objects (i.e., nails, metal shards), and slippery surfaces.

Finally, the potential for extreme weather conditions may exist depending upon the implementation schedule. Extreme weather conditions may include excessive heat or cold, thunderstorms, high wind conditions, heavy rains, and snow/ice. Special precautions will be taken during periods of extreme weather, and work may be halted until the severe weather has subsided. For example, work will be halted under windy conditions that result in visible dust from the excavation or stockpiled soil being blown around. In addition, subcontractors may elect to independently halt their activities in the event of extreme weather conditions, especially thunderstorms.

4.3.6 Excavations and Trenches

During the excavation of utility and piping trenches, proper excavation and trenching procedures must be followed as outlined in 29 CFR 1926.650 through .653 (Subpart P. Excavations, Trenching, and Shoring). In particular, the requirements for shoring, sloping, and access/egress must be followed. In addition, all underground utilities (gas, electric, water) at the Property must be identified and marked by the subcontractor prior to the commencement of any excavation and/or trenching activity. Workers are not allowed to enter any trenches or excavations unless an observer is present outside of the excavation/trench area.

4.3.7 Operation of Mechanized Equipment and Motor Vehicles

All mechanized equipment (e.g., backhoe, bulldozers) and other motor vehicles (support trucks, dump trucks, forklifts) will only be operated by qualified personnel who have been trained by their employer in the proper use of the equipment. The equipment will be operated according to all applicable OSHA and Department of Transportation (DOT) regulations. Specifically, the requirements of *29 CFR 1926.600* through *.606* (Subpart O. "Motor Vehicles, Mechanized Equipment, and Marine Operations") will be observed, including, but not limited to the following:

1. Seat belts must be worn at all times.
2. All heavy equipment must be equipped with a reverse signal alarm.
3. All earth moving equipment must be equipped with rollover protective structures.

4.3.8 Struck-By and Caught-In/Caught-Between Hazards

The potential for being struck by falling or swinging objects, or situations where an employee is caught in or caught between heavy equipment and/or other items, are to be minimized by following any and all appropriate OSHA precautions. In particular, the subcontractor should incorporate provisions of 29 CFR 1926.600 (a)(3)(i), which refers to suspension of equipment or parts, 29 CFR 1926.651(e), which refers to falling loads, and 29 CFR 1926, Subpart O.

which refers to machinery and heavy equipment. Precautions should include, but not be limited to:

1. Property personnel must listen for back up alarms and watch for spotters and backing equipment.

2. The use of towing and lifting equipment should be in accordance with OSHA and other applicable requirements.

4.3.9 Exclusion Zone

A clearly defined exclusion zone will be established around each of the controlled (work) areas to prevent the public from contacting potentially contaminated materials. To protect other workers or other persons not involved with the Activity, these controlled (work) areas shall be marked with cones, or other suitable markings, to distinguish these areas from other areas on the Property.

The area in which potentially contaminated or contaminated material, if any, is stockpiled shall have markings (i.e., yellow caution tape or cones) to warn personnel of the potential for exposure.

Access to the controlled (work) areas will be limited to personnel who are required for performance of the subject Activities and who have documented the necessary training as described in Section 4.3.2 of this Plan. All other workers or other persons not involved in Plan-related Activities will be restricted from entering the exclusion zone. The HSO will be responsible for ensuring that only those individuals that are required to enter the exclusion zone and that have the appropriate training are allowed to enter the exclusion zone.

4.3.10 Personnel Protective Equipment

It shall be mandatory for all personnel involved in the Activity to wear Level D personnel protective equipment (PPE). The PPE required includes the following:

- Hard hat;
- Safety shoes;
- Gloves
- Pants;
- Eye protection; and
- Ear protection, as necessary.

Additional PPE may be required in the exclusion zone (including the area of stockpiled material) including latex gloves and Tyvek® suits.

4.2 Emergency Contacts

In the event of an emergency related to Property operations, notification of appropriate contacts should be made. The following persons shall be contacted in the event of an emergency:

1. Immediate supervisor of the person injured;
2. Owner or owner's representative;
3. Medical emergency requiring immediate attention - 911

In the event that an emergency call to 911 is impractical and a visit to the emergency room at a hospital is required, personnel should be familiar with the location and most direct route to the nearest hospital. The nearest hospital is North Suburban Medical Center, and the directions from the Property to the hospital are as follows:

Directions	Miles
Start: Depart 5800 Galapago Denver, CO 80202 on Lipan St (North)	0.3
1: Turn LEFT (West) onto W 62nd Ave	0.1
2: Turn RIGHT (North) onto Pecos St.	0.1
3: Merge onto I-76 East.	0.8
4: Merge onto I-25 [US-87] (North) via EXIT 5 toward FORT COLLINS	
5: Merge onto 84th Ave (East) via EXIT 219 toward THORNTON	0.4
6: Turn LEFT (North) onto GRANT ST.	1.0
End: Arrive North Suburban Medical Center (hospital), Denver, Colorado - 9191 Grant St.	

4.3 Operational Considerations

Operational considerations during operations at the Property include reduction of contaminant spread and public content. The following sections describe control procedures for each of the operational considerations during Activities to which this Plan is applicable.

4.3.1 Reduction of Contaminant Spread

Contaminants may spread from the active work area to the surrounding areas through a variety of mechanisms that include, but are not limited to, the following:

- Generation of dust containing COCs;
- Movement of COCs in water; and
- Physical removal from the Property on worker's clothing or other direct mechanism.

Every effort must be made to prevent the spread of contamination or potentially contaminated materials from the Property.

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Whenever dust is generated during trenching operations, measures shall be employed to reduce the spread of contamination. For control of dust and particulates, water sprays or mists shall routinely be applied to equipment or areas releasing potentially radioactive dusts. The water spray and mists shall be applied so that no runoff, standing pools, or free water are produced. If any water does accumulate, it shall be contained, monitored, and treated as appropriate. In severe cases, including windstorms or other adverse weather conditions, advance planning to control release of potentially contaminated dusts shall be performed. Measures such as shutting down operations and covering of recently exposed, contaminated areas may be necessary to reduce the potential for dust release and dispersal.

Water shall not be introduced to (other than for dust control) or removed from the excavation to the extent practical to prevent the potential for contaminant migration through this media. If precipitation is possible, the excavation should be covered and the area around the excavation modified to prevent surface run-off from entering the excavation.

The purpose of this Plan is to provide procedures that eliminate or restrict emissions or other mechanisms of possible transport of contaminated soil off Property in an uncontrolled manner. In order to prevent uncontrolled releases of contaminants from the Property, contaminated or potentially contaminated materials shall not be removed from the Property, except as required for off-Property disposal.

4.3.2 Public Contact

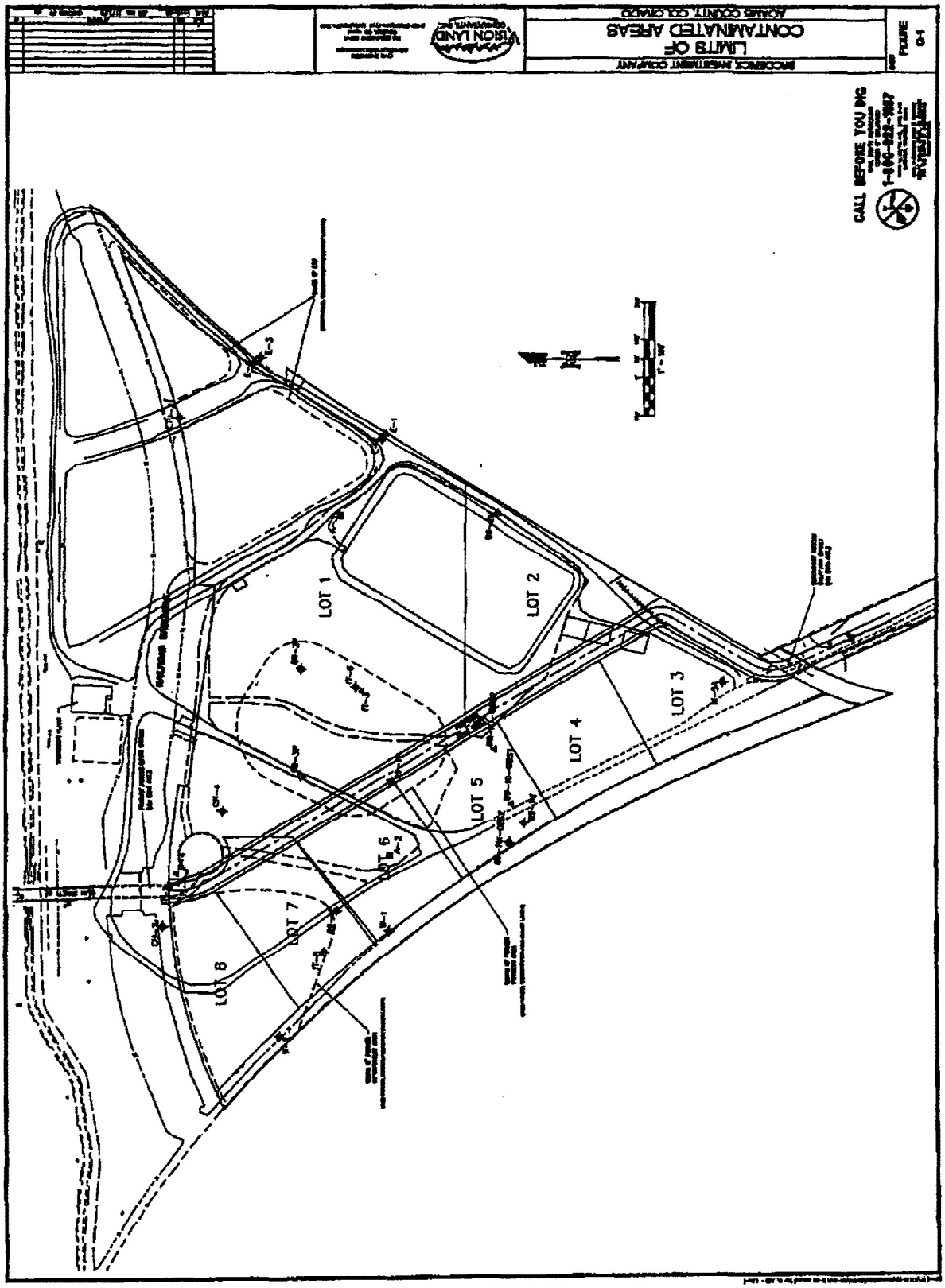
Activities at the Property may draw the attention of the public. However, access to the Property is restricted by virtue of the fence, and section 4.3.9 provides for a clearly defined exclusion zone. During Activities, the HSO shall be responsible for assuring that unauthorized persons do not enter the exclusion zone and the work areas.

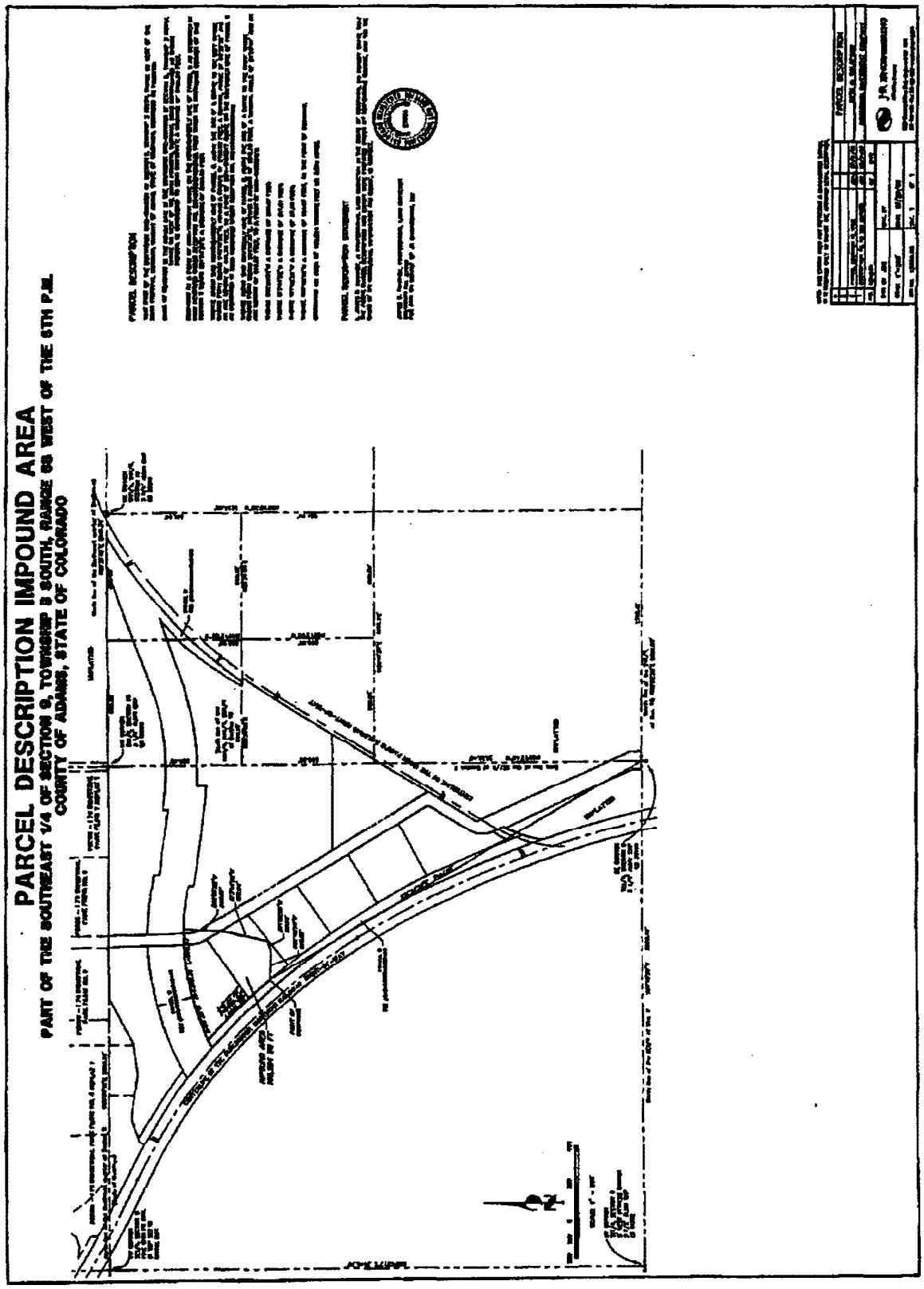
5.0 DOCUMENT RETENTION

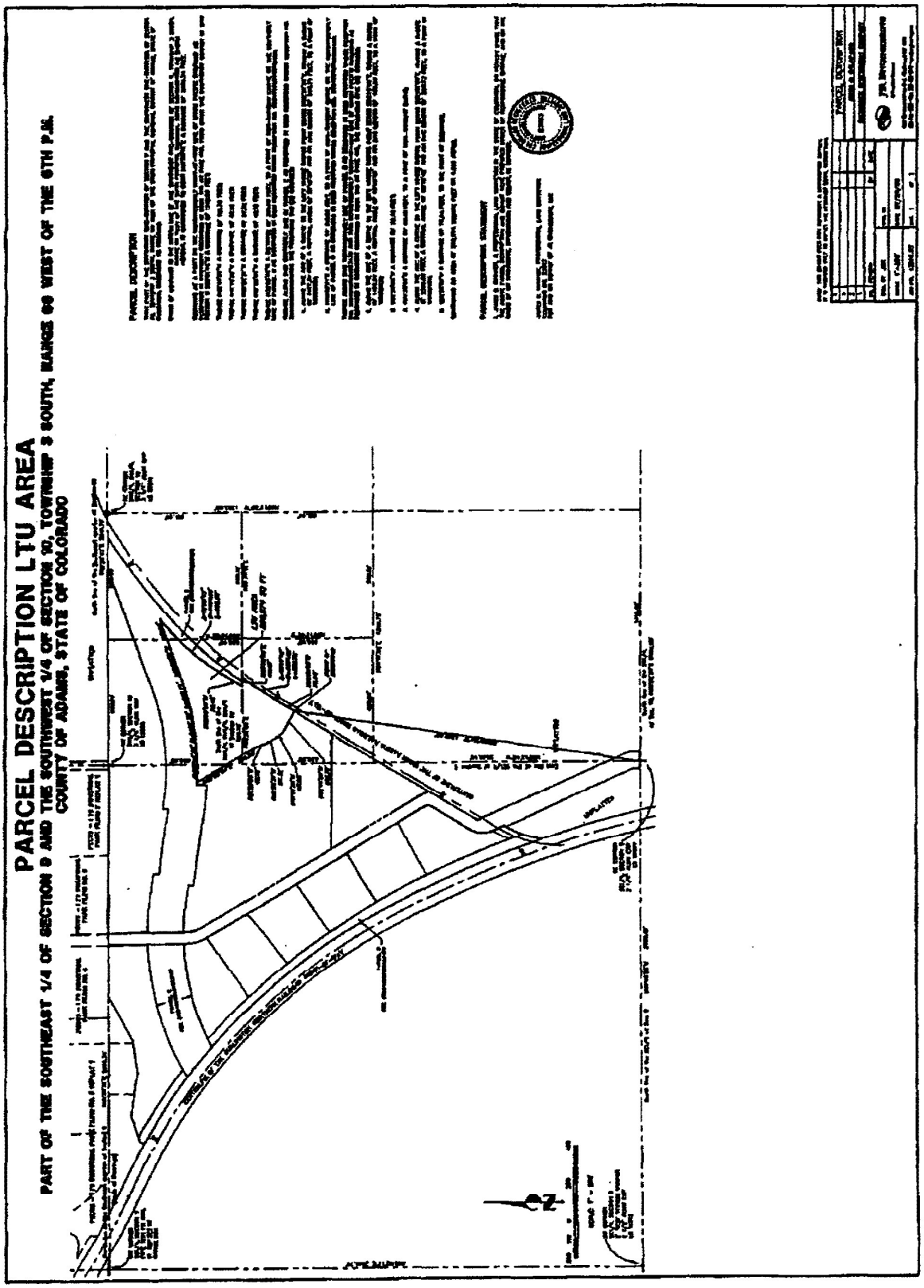
The owner shall maintain at the Property an environmental file. Such files shall contain the following:

- A Copy of this Plan
- Data resulting from sampling and analysis efforts.
- Documentation of activities as required by Section 2.3
- Maps depicting the location of contaminated materials encountered at the Property during construction activities.
- Documents and correspondence required by this Plan.

Such environmental file shall be kept in perpetuity and shall be available during normal business hours for inspection by the EPA or CDPHE.


LIMITS OF
CONTAMINATED AREAS
ADAMS COUNTY, COLORADO
FIGURE
CALL BEFORE YOU DIG
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8


PARCEL DESCRIPTION IMPOUND AREA
PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO


PARCEL DESCRIPTION LTU AREA
PART OF THE SOUTHEAST 1/4 OF SECTION 8 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

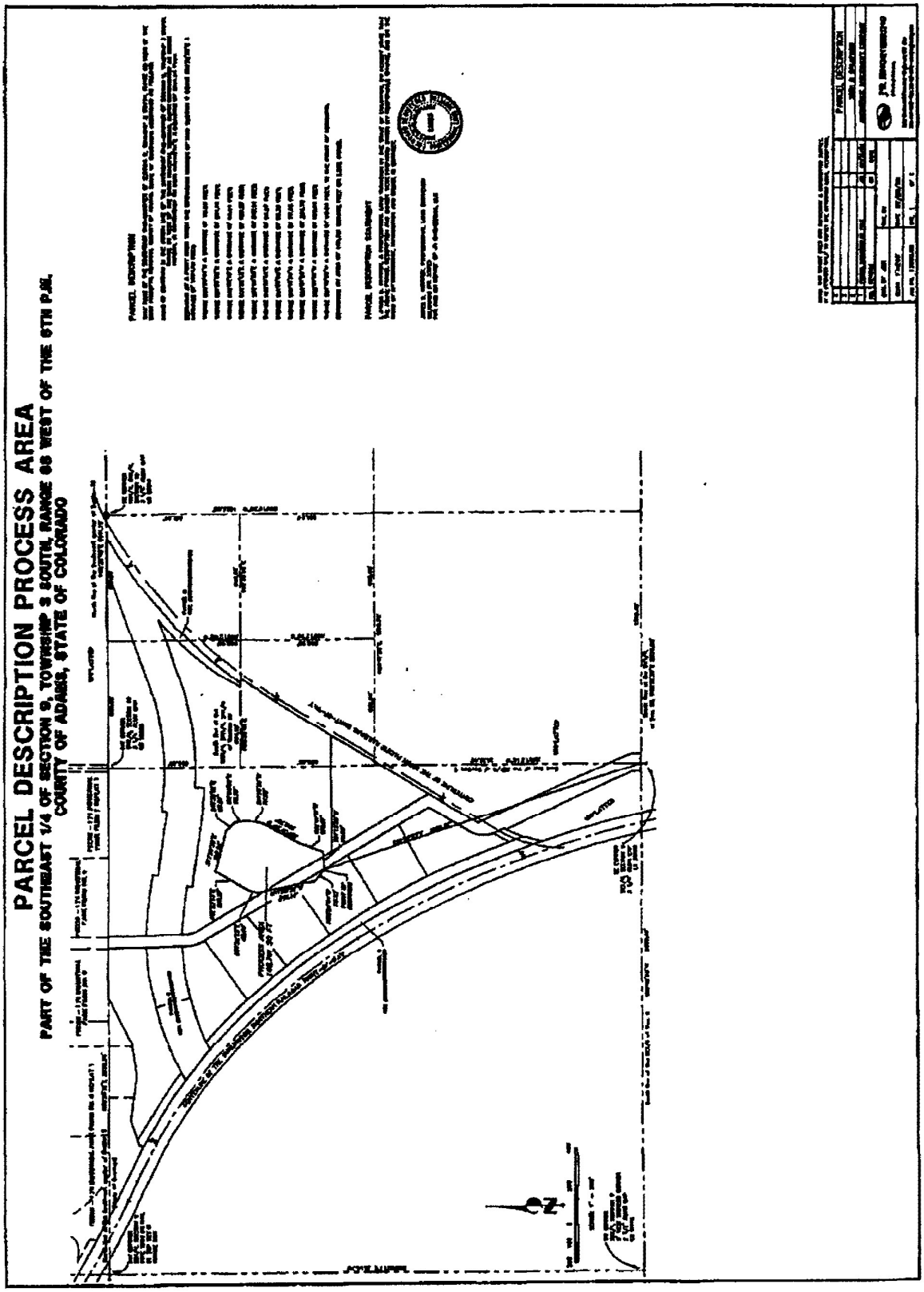

PARCEL DESCRIPTION PROCESS AREA
PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO

TABLE 2
Soil Treatment Levels

Chemical	Mean Concentration Surface/Subsurface (milligrams per kilogram)	Treatment Level
Organics		
Benzo(a)pyrene	35.9/4.5	15.2
Dibenzo(a,h)anthracene	41.8/6.5	13.9
2,3,7,8-TCDD equivalent	--	0.0006*
K001 Constituent**		
Naphthalene	367/142	95 - 99%
Pentachlorophenol	653/380	90 - 99%
Phenanthrene	556/75	95 - 99%
Pyrene	356/28	95 - 99%
Toluene	0.6/1.2	0.5 - 10
Xylene (Total)	2.7/7.5	0.5 - 10
Lead	NA	95 - 99%
Metals		
Arsenic***	29.7/3.8	5.0
Cadmium***	24.7/0.2	1.0
Lead***	838.2/26.7	5.0

Source: Record of Decision for Operable Unit 2, March 1992.

* Laboratory detection limitations may not allow measurement to this level. In that case, the detection limit will be the treatment level. The currently recognized detection level of 1 ug/kg corresponds to a cancer risk level close to 1×10^{-6}

** Remedy will comply with LDRs through a Treatability Variance. Treatment levels or percent reduction ranges that ex-situ/bioremediation will attain are presented.

*** Action levels are based on non-wastewater TCLP (milligrams per liter).

Table 3
Alternate Treatability Variance Levels

Constituent	Concentration Range (mg/kg)	Threshold Concentration (mg/kg)	Percent Reduction Range
Organics			
Benzo(a)pyrene	0.5-15.2	100	90-99.9
Dibenzo(a,h)anthracene	0.5-13.9	100	90-99.9
K001 Constituent*			
Naphthalene	0.5-20	400	95-99
Pentachlorophenol	0.5-40	400	95-99
Phenanthrene	0.5-20	400	95-99
Pyrene	0.5-20	400	95-99
Toluene	0.5-10	100	90-99.9
Xylenes (total)	0.5-10	100	90-99.9
Lead	0.1-5	300	NA

*Source: Superfund LDR Guide No. 6A (2nd Edition) Obtaining a Soil Debris Treatability Variance for Remedial Actions, September 1990.

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made and entered into as of the 19th day of June, 2012 ("Effective Date"), by and between Broderick Investment Company ("BIC"), a Colorado limited partnership, whose address is c/o Tom Connolly, 950 Spruce Street, Suite #1C, Louisville, Colorado 80027, and Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company, whose address is 2500 Brannan Way, Denver, Colorado 80229 ("Buyer").

WHEREAS, BIC, Broderick Industrial Development Company LLC, and Scott Industrial Park Owners Association (collectively "Seller"), and Brannan Holdings, LLC ("Brannan") are parties to a Contract to Buy and Sell Real Estate dated November 7, 2011, as amended ("Contract"); and

WHEREAS, Pursuant to the Contract: (i) Seller agreed to convey to Brannan fee title to certain property in the Scott Industrial Park, County of Adams, State of Colorado as recorded November 17, 2008 at Reception No. 2008000090609 in the Adams County Clerk and Recorder's Office ("Property"); and (ii) BIC agreed that, at the time fee title to the Property was conveyed, it would give and grant to Brannan an exclusive option to purchase Lot 7 and Tract A in said Scott Industrial Park, together with the Inclusions described in the Contract for the Property as said Inclusions for said Lot 7 and Tract A exist at the Effective Date including, without limitation, the water rights and mineral estate pertaining to Lot 7 and Tract A (hereinafter collectively "Option Property") upon the terms and conditions herein; and

WHEREAS, Brannan assigned its rights under the Contract to Buyer, and Seller has conveyed to Buyer fee title to the Property.

THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Option. BIC hereby grants Buyer an exclusive option to purchase the Option Property on the terms and the conditions provided in this Agreement.

2. Purchase Price. The Purchase Price for the Option Property shall be Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) payable at the closing of the Option Property ("Option Property Closing").

3. Term of Option. Buyer is hereby granted an exclusive option to purchase the Option Property for a term commencing on the Effective Date and ending sixty (60) days after BIC provides to Buyer a written notification from the U.S. Environmental Protection Agency ("EPA") and the Colorado Department of Public Health and Environment ("CDPHE") that the Option Property is released for the development of the Option Property contemplated by Buyer ("Release"); provided, however: (a) that if notification of said Release is provided to Buyer within two (2) years after the Effective Date, the option term shall end two (2) years and sixty (60) days after the Effective Date. BIC shall use its reasonable best efforts to obtain said Release from EPA and CDPHE as soon as is reasonably practicable which, in any event, shall be no later than ten (10) years after the Effective Date.

4. Method of Exercise. Buyer may exercise its option to purchase the Option Property at any time during the term of the option by providing written notice to BIC of Buyer's intent to exercise its option. If Buyer exercises the option to purchase the Option Property, BIC agrees to remove at its sole cost and as soon as reasonably possible after Buyer exercises the option, but in any event within forty-five (45) days after Buyer exercises the option, all surface structures that are no longer needed for the Broderick Wood Products Superfund Site remedy to 1 foot below the then existing ground surface of the Option Property.

5. BIC's Representations. BIC represents and warrants that the following are true and accurate as of the Effective Date, and BIC assumes the obligation to ensure that they are true and accurate at the time of the Option Property Closing:

(a) BIC has good and marketable title to the Option Property, free and clear of all liens and encumbrances other than the exceptions to title identified in **Exhibit A** attached to this Agreement ("Permitted Exceptions"). During the term of this Agreement until the Option Property Closing, BIC will not, without the written consent of Buyer, which consent may not be unreasonably withheld, grant or convey any easement, lease, lien or other encumbrance against the Option Property or any other legal or beneficial interest therein. In addition, BIC will do or cause to be done all things reasonably within its control to preserve intact and unimpaired the condition of any and all easements, appurtenances, privileges and licenses in favor of the Option Property.

(b) BIC is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations; and, at the Option Property Closing, BIC will deliver to Buyer a certificate stating that BIC is not a "foreign person" as defined in said laws in a form complying with the federal tax law.

(c) The Option Property has not been and is not currently under investigation for violation of any federal, state, or local laws or regulations; and there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or threatened, or any judgment, moratorium or other government policy or practice which affects the Option Property, or which adversely affects BIC's ability to perform hereunder, with the exception of the threat by RTD to take approximately 250 square feet of property in the southwest corner of said Lot 7.

(d) No regulatory agency has informed BIC that there are any violations or threatened violations of Environmental Laws with respect to the Option Property. For the purposes of this Agreement, Environmental Laws shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.*; the Toxic Substance Control Act, 15 U.S.C. § 2601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 *et. seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et. seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f) *et. seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et. seq.*; and any permits, licenses, approvals, plans, rules, regulations or

ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances in effect relating to environmental matters. Notwithstanding the foregoing, Buyer has been informed of the ongoing remediation activities related to the Broderick Wood Products Superfund Site.

6. Condemnation. If notice is received by BIC during the term of this Agreement until the Option Property Closing that any portion of the Option Property will be taken or is threatened to be taken in condemnation or pursuant to the right of eminent domain, or if any such proceeding is commenced, BIC will immediately give Buyer written notice of such fact and there will be no disposition or settlement of such condemnation or imminent domain without the prior written consent of Buyer, which consent may be withheld for any reason. In addition, at the discretion of Buyer, Buyer may exercise its option to purchase the Option Property for all or any part of the Option Property without any reduction in the Purchase Price. In such event, any award or proceeds received from such condemnation or right of imminent domain proceeding will be paid to Buyer or if the award or proceeds are not received by BIC prior to the Option Property Closing, the right to receive the award and proceeds will be assigned to Buyer.

7. The Option Property Closing. The Option Property Closing will occur within thirty (30) days after Buyer exercises its option to purchase the Option Property. The time for and place of the Option Property Closing shall be mutually agreed to by the parties. A title company shall conduct the Option Property Closing. The following will occur at the Option Property Closing:

(a) BIC will convey title to the Option Property by general warranty deed, free and clear of all liens and encumbrances except the Permitted Exceptions.

(b) Buyer will deliver to BIC the entire Purchase Price in cash, by wire transfer or other immediately available funds.

(c) Buyer and BIC will execute the necessary settlement statements.

(d) Each party will deliver to the other such documents, assignments, conveyances, instruments, documents, certificates and the like that may be required under this Agreement that may be reasonably necessary or helpful to carry out the obligations, intents or purposes of this Agreement.

8. Adjustments and Prorations. The following adjustments and prorations will be made as of the Option Property Closing:

(a) Taxes. Real property taxes and assessments for the year of the Option Property Closing will be apportioned to the date of the Option Property Closing based upon the prior year's taxes. Such apportionment will be a final settlement between the parties.

(b) Operating Costs. Operating costs, utility fees, rents, if any, and other similar items will be apportioned to the date of the Option Property Closing.

(c) Other Costs. The recording fee for the deed and the documentary fees will be paid by Buyer. The parties will share closing fees of the title company, if any, equally. Each party will be responsible for the payment of its own attorneys' fees. All other costs of the Option Property Closing will be prorated between Buyer and BIC as is customary for commercial closings in the Denver metropolitan area.

9. Possession. Possession of the Option Property will be delivered to Buyer immediately following completion of the Option Property Closing; provided, however, that BIC shall retain the right to enter the Option Property for the sole purpose of satisfying its obligation to remove the surface structures that are no longer needed for the Broderick Wood Products Superfund Site remedy.

10. Title Insurance. As soon as practicable after the Option Property Closing, title insurance in the amount of the Purchase Price will be provided by BIC, said insurance to be subject only to the Permitted Exceptions. The cost of said title insurance will be paid by BIC.

11. Tax Free Exchange. Each party agrees, without expense to that party, to cooperate with the other party for purposes of effecting and structuring, in conjunction with the sale of the Option Property, a like-kind exchange of real property, whether a simultaneous or deferred exchange, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, provided that such cooperation does not affect or extend any date for the Option Property Closing to the detriment of any party, or obligate any party to take title to any exchanged parcel, or relieve any party from any of its obligations under this Agreement.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(b) Severability. If any of the provisions of this Agreement shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall continue in full force and effect.

(c) No Commissions. The parties agree that neither party has retained or contracted with a real estate agent or sales person or any finder or other person to facilitate the exchange, purchase, or sale of the Option Property, and that no claims for commissions, fees, or other compensation shall arise out of this transaction or the Option Property Closing. In the event a claim for such compensation is made, the party that allegedly retained the claimant shall be solely responsible for payment of the compensation and/or defense of the claim. In response to an inquiry by BIC, Buyer specifically represents and warrants that it has never communicated with Grubb & Ellis about the Option Property.

(d) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and terminates all prior negotiations, understandings and agreements in regard thereto, whether written or

oral. Notwithstanding the foregoing, the remaining provisions of the Contract will remain in full force and effect and will not be affected by this Agreement.

(e) Waiver. No provision of this Agreement may be waived, except by an agreement in writing signed by all of the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision including the provisions of the Contract relating to this Agreement.

(f) Headings. The headings used in this Agreement are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

(g) Amendment. This Agreement may be amended, altered or revoked only by written instrument executed by all of the parties.

(h) Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery or sent to the address of the party set forth below by certified mail, postage prepaid, return receipt requested, or by reputable overnight courier, prepaid, receipt acknowledged. Notices shall be deemed received on the earlier of the date of actual receipt or, in the case of notice by mail or overnight courier, the date of receipt marked on the acknowledgment of receipt. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail or delivered to the courier.

Buyer:
Mr. J.C. Marvel
Brannan Sand and Gravel Company, L.L.C.
2500 East Brannan Way
Denver, CO 80229
Telephone: (303) 534-1231
Facsimile: (303) 534-1236
cmarvel@brannan1.com

With a copy to:
Eugene J. Riordan
Vranesh and Raisch, LLP
1720 14th Street, Suite 200
Boulder, CO 80302
Telephone: (303) 443-6151
Facsimile: (303) 443-9586
ejr@vrlaw.com

BIC:
Broderick Investment Company
c/o Tom Connolly
950 Spruce Street, Suite #1C
Louisville, Colorado 80027
tom@crlpc.com

Any party may change its address to which notices should be sent to it by giving the other parties written notice of the new address in the manner set forth in this paragraph.

(i) Construction. Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation." The parties and their respective counsel have reviewed, revised, and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(j) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(k) Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

(l) Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by said prevailing party in the litigation or proceeding.

(m) Authority. Each of the parties hereto represents to the other that such party has full power and authority to execute, deliver and perform this Agreement, and that the individuals executing this Agreement on behalf of the party are fully empowered and authorized to do so.

(n) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(o) Survival of Conditions. All terms and conditions of this Agreement shall survive the Option Property Closing and shall not merge into the deeds to be delivered at the Option Property Closing.

(p) No Beneficiaries. No third parties are intended to benefit by the covenants, agreements, representations, warranties or any other terms or conditions of this Agreement.

(q) Rule Against Perpetuities. If any property interest under this Agreement would be void or voidable by application of the rule against perpetuities, it is the intent of the parties that the time for vesting of such interest shall be modified to be the longest available term allowed under Colorado law without violating any applicable rule against perpetuities.

(r) Time of the Essence/Remedies. Time is of the essence under this Agreement. If any payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies. If Buyer is in default, and such default is not cured within thirty (30) days after receiving notice of such default, this Agreement shall be terminated and both parties shall thereafter be released from all obligations hereunder. BIC expressly waives the remedies of specific performance and additional damages. If BIC is in default, Buyer may elect to treat this Agreement as canceled, in which case Buyer may recover such damages as may be proper; or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(s) Memorandum of Agreement. The parties agree that either may file for recordation in the Adams County Records a mutually acceptable memorandum in recordable format that memorializes BIC's obligation to deliver, and Buyer's obligation to pay for, the Option Property under the conditions described herein.

[Signature pages follow]

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered by BIC and Buyer as of the day and year first above written.

BIC

Broderick Investment Company,
A Colorado limited partnership

By: _____
Tom Connolly, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Agreement was acknowledged before me this 19 day of June, 2012, by Tom Connolly, as Manager of Broderick Investment Company, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: 8-24-13

_____
Notary Public

THOMAS J. BLAKE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Aug. 29, 2013

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered by BIC and Buyer as of the day and year first above written.

Buyer

Brannan Sand and Gravel Company, L.L.C.,
a Colorado limited liability company

By: _____
J. Curtis Marvel, Jr., Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Agreement was acknowledged before me this 19 day of June, 2012, by J. Curtis Marvel, Jr., as Member/Manager of Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8-29-13

_____
Notary Public

THOMAS J. BLAKE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Aug. 29, 2013

EXHIBIT A
PERMITTED EXCEPTIONS
(Option Agreement)

6. TAXES AND ASSESSMENTS FOR THE YEAR 2012 AND SUBSEQUENT YEARS.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1871 IN BOOK A24 AT PAGE 2 AND RECORDED FEBRUARY 17, 1872 IN BOOK A2 AT PAGE 242.

10. EASEMENT FOR A ROADWAY FOR INGRESS AND EGRESS ACROSS SUBJECT PROPERTY AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 31, 1969 IN BOOK 1568 AT PAGE 293, AND INSTRUMENT RECORDED JANUARY 13, 1989 IN BOOK 3527 AT PAGE 306.

11. EASEMENT FOR A ROADWAY FOR INGRESS AND EGRESS ACROSS SUBJECT PROPERTY AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 13, 1969 IN BOOK 1558 AT PAGE 345, AS CORRECTED BY INSTRUMENTS RECORDED NOVEMBER 21, 1969 IN BOOK 1560 AT PAGE 188 AND RECORDED JANUARY 8, 1970 IN BOOK 1570 AT PAGE 105.

12. RESERVATIONS, COVENANTS, AGREEMENTS AND EASEMENTS CONTAINED IN DEED RECORDED FEBRUARY 9, 1971 IN BOOK 1665 AT PAGE 480.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED APRIL 19, 1976 IN BOOK 2057 AT PAGE 780.

14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 28, 1987, IN BOOK 3372 AT PAGE 388.

15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HYLAND HILLS PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 19, 1990, IN BOOK 3712 AT PAGE 402.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 14, 1998 IN BOOK 5430 AT PAGE 868, AND AS RE-ESTABLISHED IN QUIT CLAIM DEED RECORDED MARCH 6, 2012 UNDER RECEPTION NO. 2012000016926.

17. TERMS, CONDITIONS, PROVISION, BURDENS AND OBLIGATIONS OF CIVIL ACTION NO. 86-Z-369 BY THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO CONTAINED IN ORDER RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 76 AND CONSENT DECREE RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 81 AND NOTICE OF OBLIGATION TO PROVIDE ACCESS RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 195.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED SEPTEMBER 03, 2004 UNDER RECEPTION NO. 20040903000863430.

19. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY IN INSTRUMENT RECORDED JANUARY 09, 1970, IN BOOK 1570 AT PAGE 294.

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ENVIRONMENTAL COVENANT RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007612 AND RE-RECORDED FEBRUARY 7, 2007 UNDER RECEPTION NO. 2007000013669.

NOTE: INTERIM ADMINISTRATIVE ORDER FOR REMIDEAL DESIGN/REMEDIAL ACTION RECORDED MARCH 9, 1995 IN BOOK 4479 AT PAGE 10.

NOTE: RESERVATION OF FIXTURES AND EASEMENTS OVER A PORTION OF SUBJECT PROPERTY FOR SAID REMEDIAL ACTION AS CONTAINED IN DEEDS RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007613 AND RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 2008000077732.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007615.

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING RESOLUTION RECORDED OCTOBER 03, 2007 UNDER RECEPTION NO. 2007000093641.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS RECORDED AUGUST 25, 2008 UNDER RECEPTION NO. 2008000068153, AND IN CERTIFICATE OF NOTICE RECORDED MARCH 20, 2012 UNDER RECEPTION NO. 2012000020766.

26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SCOTT INDUSTRIAL PARK RECORDED NOVEMBER 17, 2008 UNDER RECEPTION NO. 2008000090609.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION AND SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED NOVEMBER 17, 2008 UNDER RECEPTION NO. 2008000090649.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037622.

29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037623.

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037625.

31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037626.

32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037627.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCOTT INDUSTRIAL PARK RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037629.

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROAD CONSTRUCTION AND EASEMENT AGREEMENT, AS DISCLOSED IN AND AMENDED BY FIRST AMENDMENT TO RAOD CONSTRUCTION AND EASEMENT AGREEMENT RECORDED FEBRUARY 11, 2002 UNDER RECEPTION NO. C0925491.

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS EASEMENT AGREEMENT BY AND BETWEEN BRANNAN SAND AND GRAVEL COMPANY, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

AND BRODERICK INVESTMENT COMPANY, A COLORADO LIMITED PARTNERSHIP RECORDED JUNE 21, 2012 UNDER RECEPTION NO. 2012000044765

36. TERMS, CONDITIONS AND PROVISIONS AND EFFECT OF UNRECORDED MEMORANDA OF AGREEMENT AND ASSIGNMENTS OF CONDEMNATION AWARD BY AND BETWEEN RTD, BRODERICK INDUSTRIAL DEVELOPMENT COMPANY, LLC, SCOTT INDUSTRIAL PARK OWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION AND BRANNAN HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY REGARDING CONDEMNATION PROCEEDINGS.

37. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON UTILITY MAP DATED DECEMBER 02, 2011 PREPARED BY R.W. BAYER & ASSOCIATES, INC., JOB# 9-38-141L:

A. EXTERIOR FENCES ARE NOT ENTIRELY COINCIDENT WITH LOT LINES.

B. WATER AND SEWER UTILITIES ARE LOCATED ON SUBJECT PROPERTY OUTSIDE OF EXISTING EASEMENTS.

38. TERMS, CONDITIONS AND PROVISIONS AND EFFECT OF UNRECORDED MEMORANDUM OF AGREEMENT BY AND BETWEEN RTD, AND BRODERICK INVESTMENT COMPANY, A COLORADO LIMITED PARTNERSHIP REGARDING CONDEMNATION PROCEEDINGS.

FIRST AMENDMENT TO OPTION AGREEMENT
(Lot 7 and Tract A)

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("Amendment") is made and entered into as of the 10th day of July, 2012, by and between Broderick Investment Company ("BIC"), a Colorado limited partnership, whose address is c/o Tom Connolly, 950 Spruce Street, Suite #1C, Louisville, Colorado 80027, and Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company, whose address is 2500 Brannan Way, Denver, Colorado 80229 ("Brannan").

WHEREAS, BIC and Brannan are parties to that certain Option Agreement dated June 19, 2012, ("Option Agreement") wherein BIC granted to Brannan an exclusive option to purchase Lot 7 and Tract A of the Scott Industrial Park, County of Adams, State of Colorado as recorded November 17, 2008 at Reception No. 2008000090609 in the Adams County Clerk and Recorder's Office, together with certain Inclusions (hereinafter collectively "Option Property") upon the terms and conditions stated in the Option Agreement; and

WHEREAS, the Regional Transportation District ("RTD") is seeking to acquire a small portion (approximately 225 square feet) of the Option Property under threat of condemnation, said portion being more particularly described in **Exhibit A** attached hereto and hereinafter referred to as the "RTD Parcel;" and

WHEREAS, the Option Agreement requires Brannan's written consent before BIC can grant or convey "any easement, lease, lien or other encumbrance against the Option Property or any other legal or beneficial interest therein;" and

WHEREAS, given RTD's threat of condemnation, Brannan has no objection to the conveyance by BIC of the RTD Parcel to RTD; and

WHEREAS, due to the limited size of the RTD Parcel, Brannan does not require a reduction in the Purchase Price for the Option Property stated in the Option Agreement; and

WHEREAS, BIC and Brannan wish to amend the Option Agreement to account for BIC's conveyance of the RTD Parcel to RTD under threat of condemnation.

THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BIC and Brannan hereby agree to amend the Option Agreement as follows:

1. At the time of the Option Property Closing, the Permitted Exceptions, as that term is defined and used in the Option Agreement, may include as an exception to title the conveyance of the RTD Parcel to RTD.

All other terms and conditions of the Option Agreement shall remain the same. In the event of any conflict between or among any of the terms and conditions stated in the Option Agreement and those stated in this Amendment which cannot be resolved so as to give full effect to both or all provisions, then the terms and conditions contained in this Amendment shall control over any differing terms and conditions that may be found or contained in the Option Agreement.

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by BIC and Brannan as of the day and year first above written.

BIC

Broderick Investment Company,
A Colorado limited partnership

By: _____
Tom Connolly, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing Amendment was acknowledged before me this 12th day of July, 2012, by Tom Connolly, as Manager of Broderick Investment Company, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: 10/20/12

JAMIE LYNN WARD NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 10/20/2012

_____
Notary Public

IN WITNESS WHEREOF this Amendment has been signed, sealed and delivered by BIC and Brannan as of the day and year first above written.

Brannan

Brannan Sand and Gravel Company, L.L.C.,
a Colorado limited liability company

By: _____
J. Curtis Marvel, Jr., Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Amendment was acknowledged before me this 11th day of July, 2012, by J. Curtis Marvel, Jr., as Member/Manager of Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12-10-14

CHERYL CHENEY NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public

EXHIBIT A

Legal Description of RTD Parcel

REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM

PARCEL NO. CM-33
STA. 195+ TO STA. 196+

BRODERICK INVESTMENT COMPANY
5885 Lipan Street
Denver, CO

FOR

CRMF SITE CORRIDOR LIGHT RAIL PROJECT

EXHIBIT "A"
PARCEL NO. CM-33
Date: September 30, 2011
DESCRIPTION

Parcel No. CM-33 of the RTD CRMF Site Corridor Light Rail Project, containing 223 square feet, (0.005 Acres), being a portion of Lot 7 of the SCOTT INDUSTRIAL PARK as recorded November 17, 2008 at Reception No. 2008000090609 in the Adams County Clerk and Recorder's Office, located in the Southeast Quarter of Section 9, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 9 (a found 3-¼" aluminum cap stamped "T3S R68W S9 S10 S16 S15 2004 PLS 24949") WHENCE the East Quarter Corner of said Section 9 (a found 3-¼" aluminum cap stamped "JR ENG T3S R68W S9 ¼ S10 1994 LS 13258") bears N00°04'45"E a distance of 2638.58 feet (basis of bearing-assumed);
THENCE N31°54'48"W a distance of 2041.87 feet to the southerly corner of said Lot 7 and to the **POINT OF BEGINNING;**

THENCE, coincident with the northeasterly right-of-way line of Burlington Northern Railway Company, along the arc of a curve to the left, having a central angle of 1°33'29", a radius of 2914.93 feet, a chord bearing of N39°50'36"W a distance of 79.27 feet, and an arc distance of 79.27 feet;
THENCE along the arc of a curve to the right, non-tangent with the last described curve, having a central angle of 1°49'23", a radius of 2506.80 feet, a chord bearing of S43°50'38"E a distance of 79.76 feet, and an arc distance of 79.76 feet;
THENCE S53°10'50"W, coincident with the southeasterly line of said Lot 7, non-tangent with the last described curve a distance of 5.57 feet to the **POINT OF BEGINNING.**

Containing 223 square feet, (0.005 Acres), more or less.

Prepared by: 9/30/2011
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2700,
Denver, CO 80202
303.820.5240

evisions		Sheet Revisions		
ption	Initials	Date	Description	Initials
1. Added Parcel CM-33	JSK			

JACOBS
707 17th Street, Suite 2300
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5288

Right of Way Plans
Plan Sheets

Project Number: 072120				
Project Location: RTD Fastracks CRMF Site Corridor				
Project Location: Denver Union Station to Utah Junction				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	09-28-11		29	37

South, Range 68 West, 6th P.M.

L PARK
09

SCOTT INDUSTRIAL PARK
6

0 25' 50'
Scale: 1" = 50'

C41	C62
Δ = 7°13'42"	Δ = 17°37'56"
RAD = 2914.93'	RAD = 2506.80'
BRG = N35°27'00"W	BRG = S34°06'59"E
CH = 367.50'	CH = 768.40'
ARC = 367.75'	ARC = 771.44'

CM 33
82433
C66
82440
S53°10'50"W 5.57'
Track
C67
82441
C62
C41
CM25 REV2

P.O.B. Parcel CM-33
Pt # 82441
Southeast Corner of Sec. 9
Bears: S31°54'48"E 2041.87'

astracks CRMF Site
Northbound)

CM 2V
195+00
S43°03'59"E 513.41'

08.95'
82392
N44°20'33"W 116.64'
82393
N43°03'59"W 231.98'
195+00

Proposed RTD Fastracks CRMF Site Corridor (Southbound)

MATCH LINE = 192+29.46
SEE SHEET 28 of 32

SE 1/4 Sec. 9

FO UG FO UG FO UG FO

OPTION AGREEMENT
(Lot 2, Scott Industrial Park - Plat Correction)

THIS OPTION AGREEMENT ("Agreement") is made and entered into as of the 12th day of February, 2013 ("Effective Date"), by and between Broderick Investment Company ("BIC"), a Colorado limited partnership, whose address is c/o Tom Connolly, 950 Spruce Street, Suite #1C, Louisville, Colorado 80027, and Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company, whose address is 2500 Brannan Way, Denver, Colorado 80229 ("Brannan").

WHEREAS, BIC owns the real property, together with all improvements thereon and appurtenant thereto, if any, situate, lying and being in the County of Adams, State of Colorado, described as Lot 2, of the Scott Industrial Park – Plat Correction as recorded on February 12, 2013 at Reception No. 2013000012940 in the Adams County Clerk and Recorder's Office ("Option Property"); and

WHEREAS, the Option Property contains a Land Treatment Unit ("LTU") constructed and used as part of the Broderick Wood Products Superfund Site remedy, and BIC is responsible for any and all actions related to that remedy including, without limitation, long term operation and maintenance of the LTU; and

WHEREAS, Brannan desires to purchase an option to buy the Option Property without assuming any responsibility for the Broderick Wood Products Superfund Site remedy including, without limitation, long term operation and maintenance of the LTU, and BIC is willing to sell such an option.

THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Option. BIC hereby grants Brannan an exclusive option to purchase the Option Property on the terms and the conditions provided in this Agreement.

2. Purchase Price. The Purchase Price for the Option Property shall be Ten Thousand and no/100 Dollars ($10,000.00) payable at the closing of the Option Property ("Option Property Closing").

3. Term of Option. Brannan is hereby granted an exclusive option to purchase the Option Property for a term of fifteen (15) years commencing on the Effective Date.

4. Method of Exercise. Brannan may exercise its option to purchase the Option Property at any time during the term of the option by providing written notice to BIC of Brannan's intent to exercise its option. If Brannan exercises the option to purchase the Option Property, BIC agrees to remove at its sole cost and as soon as reasonably possible after Brannan exercises the option, but in any event within forty-five (45) days after Brannan exercises the option, all surface structures within the Option Property that are no longer needed for the

Broderick Wood Products Superfund Site remedy to 1 foot below the then existing ground surface of the Option Property.

5. BIC's Representations. BIC represents and warrants that the following are true and accurate as of the Effective Date, and BIC assumes the obligation to ensure that they are true and accurate at the time of the Option Property Closing:

(a) BIC has good and marketable title to the Option Property, free and clear of all liens and encumbrances other than the exceptions to title identified in **Exhibit A** attached to this Agreement ("Permitted Exceptions"). During the term of this Agreement until the Option Property Closing, BIC will not, without the written consent of Brannan, which consent may not be unreasonably withheld, grant or convey any easement, lease, lien or other encumbrance against the Option Property or any other legal or beneficial interest therein. In addition, BIC will do or cause to be done all things reasonably within its control to preserve intact and unimpaired the condition of any and all easements, appurtenances, privileges and licenses in favor of the Option Property.

(b) BIC is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations; and, at the Option Property Closing, BIC will deliver to Brannan a certificate stating that BIC is not a "foreign person" as defined in said laws in a form complying with the federal tax law.

(c) The Option Property has not been and is not currently under investigation for violation of any federal, state, or local laws or regulations; and there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, assessment district or zoning change proceeding, pending or threatened, or any judgment, moratorium or other government policy or practice which affects the Option Property, or which adversely affects BIC's ability to perform hereunder.

(d) No regulatory agency has informed BIC that there are any violations or threatened violations of Environmental Laws with respect to the Option Property. For the purposes of this Agreement, Environmental Laws shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.*; the Toxic Substance Control Act, 15 U.S.C. § 2601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 *et. seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et. seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300(f) *et. seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et. seq.*; and any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances in effect relating to environmental matters. Notwithstanding the foregoing, Brannan has been informed of the ongoing remediation activities related to the Broderick Wood Products Superfund Site remedy including, without limitation, long term operation and maintenance of the LTU.

(e) The LTU located on the Option Property is performing as designed without any deterioration in function.

(f) BIC is, and will remain, responsible for the ongoing remediation activities related to the Broderick Wood Products Superfund Site remedy including, without limitation, long term operation and maintenance of the LTU.

6. Condemnation. If notice is received by BIC during the term of this Agreement until the Option Property Closing that any portion of the Option Property will be taken or is threatened to be taken in condemnation or pursuant to the right of eminent domain, or if any such proceeding is commenced, BIC will immediately give Brannan written notice of such fact and there will be no disposition or settlement of such condemnation or imminent domain without the prior written consent of Brannan, which consent may be withheld for any reason. In addition, at the discretion of Brannan, Brannan may exercise its option to purchase the Option Property for all or any part of the Option Property without any reduction in the Purchase Price. In such event, any award or proceeds received from such condemnation or right of imminent domain proceeding will be paid to Brannan or if the award or proceeds are not received by BIC prior to the Option Property Closing, the right to receive the award and proceeds will be assigned to Brannan.

7. The Option Property Closing. The Option Property Closing will occur within thirty (30) days after Brannan exercises its option to purchase the Option Property. The time for and place of the Option Property Closing shall be mutually agreed to by the parties. A title company shall conduct the Option Property Closing. The following will occur at the Option Property Closing:

(a) BIC will convey title to the Option Property by general warranty deed, free and clear of all liens and encumbrances except the Permitted Exceptions.

(b) Brannan will deliver to BIC the entire Purchase Price in cash, by wire transfer or other immediately available funds.

(c) Brannan and BIC will execute the necessary settlement statements.

(d) Each party will deliver to the other such documents, assignments, conveyances, instruments, documents, certificates and the like that may be required under this Agreement that may be reasonably necessary or helpful to carry out the obligations, intents or purposes of this Agreement.

8. Adjustments and Prorations. The following adjustments and prorations will be made as of the Option Property Closing:

(a) Taxes. Real property taxes and assessments for the year of the Option Property Closing will be apportioned to the date of the Option Property Closing based upon the prior year's taxes. Such apportionment will be a final settlement between the parties.

(b) Operating Costs. Operating costs, utility fees, rents, if any, and other similar items will be apportioned to the date of the Option Property Closing.

(c) Other Costs. The recording fee for the deed and the documentary fees will be paid by Brannan. The parties will share closing fees of the title company, if any, equally. Each party will be responsible for the payment of its own attorneys' fees. All other costs of the Option Property Closing will be prorated between Brannan and BIC as is customary for commercial closings in the Denver metropolitan area.

9. Possession. Possession of the Option Property will be delivered to Brannan immediately following completion of the Option Property Closing; provided, however, that BIC shall retain the right to enter the Option Property for the sole purpose of satisfying: its obligation to remove the surface structures that are no longer needed for the Broderick Wood Products Superfund Site remedy; and its obligations related to the Broderick Wood Products Superfund Site remedy including, without limitation, long term operation and maintenance of the LTU.

10. Title Insurance. As soon as practicable after the Option Property Closing, title insurance in the amount of the Purchase Price will be provided by BIC, said insurance to be subject only to the Permitted Exceptions. The cost of said title insurance will be paid by BIC.

11. Tax Free Exchange. Each party agrees, without expense to that party, to cooperate with the other party for purposes of effecting and structuring, in conjunction with the sale of the Option Property, a like-kind exchange of real property, whether a simultaneous or deferred exchange, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, provided that such cooperation does not affect or extend any date for the Option Property Closing to the detriment of any party, or obligate any party to take title to any exchanged parcel, or relieve any party from any of its obligations under this Agreement.

12. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(b) Severability. If any of the provisions of this Agreement shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement shall continue in full force and effect.

(c) No Commissions. The parties agree that neither party has retained or contracted with a real estate agent or sales person or any finder or other person to facilitate the exchange, purchase, or sale of the Option Property, and that no claims for commissions, fees, or other compensation shall arise out of this transaction or the Option Property Closing. In the event a claim for such compensation is made, the party that allegedly retained the claimant shall be solely responsible for payment of the compensation and/or defense of the claim. In response to an inquiry by BIC, Brannan specifically represents and warrants that it has never communicated with Grubb & Ellis about the Option Property.

(d) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and terminates all prior negotiations, understandings and agreements in regard thereto, whether written or oral.

(e) Waiver. No provision of this Agreement may be waived, except by an agreement in writing signed by all of the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

(f) Headings. The headings used in this Agreement are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

(g) Amendment. This Agreement may be amended, altered or revoked only by written instrument executed by all of the parties.

(h) Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery or sent to the address of the party set forth below by certified mail, postage prepaid, return receipt requested, or by reputable overnight courier, prepaid, receipt acknowledged. Notices shall be deemed received on the earlier of the date of actual receipt or, in the case of notice by mail or overnight courier, the date of receipt marked on the acknowledgment of receipt. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was deposited in the mail or delivered to the courier.

Brannan:	Mr. J.C. Marvel Brannan Sand and Gravel Company, L.L.C. 2500 Brannan Way Denver, CO 80229 Telephone: (303) 534-1231 Facsimile: (303) 534-1236 cmarvel@brannan1.com
With a copy to:	Eugene J. Riordan Vranesh and Raisch, LLP 1720 14th Street, Suite 200 Boulder, CO 80302 Telephone: (303) 443-6151 Facsimile: (303) 443-9586 ejr@vrlaw.com
BIC:	Broderick Investment Company c/o Tom Connolly 950 Spruce Street, Suite #1C Louisville, Colorado 80027 tom@crlpc.com

Any party may change its address to which notices should be sent to it by giving the other parties written notice of the new address in the manner set forth in this paragraph.

(i) Construction. Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation." The parties and their respective counsel have reviewed, revised, and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(j) Exhibits. All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(k) Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement.

(l) Attorneys' Fees. In the event of any litigation or arbitration proceedings between the parties hereto concerning the subject matter of this Agreement, the prevailing party in such litigation or proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by said prevailing party in the litigation or proceeding.

(m) Authority. Each of the parties hereto represents to the other that such party has full power and authority to execute, deliver and perform this Agreement, and that the individuals executing this Agreement on behalf of the party are fully empowered and authorized to do so.

(n) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(o) Survival of Conditions. All terms and conditions of this Agreement shall survive the Option Property Closing and shall not merge into the deeds to be delivered at the Option Property Closing.

(p) No Beneficiaries. No third parties are intended to benefit by the covenants, agreements, representations, warranties or any other terms or conditions of this Agreement.

(q) Rule Against Perpetuities. If any property interest under this Agreement would be void or voidable by application of the rule against perpetuities, it is the intent of

the parties that the time for vesting of such interest shall be modified to be the longest available term allowed under Colorado law without violating any applicable rule against perpetuities.

(r) Time of the Essence/Remedies. Time is of the essence under this Agreement. If any payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies. If Brannan is in default, and such default is not cured within thirty (30) days after receiving notice of such default, this Agreement shall be terminated and both parties shall thereafter be released from all obligations hereunder. BIC expressly waives the remedies of specific performance and additional damages. If BIC is in default, Brannan may elect to treat this Agreement as canceled, in which case Brannan may recover such damages as may be proper; or Brannan may elect to treat this Agreement as being in full force and effect and Brannan shall have the right to specific performance or damages, or both.

(s) Memorandum of Agreement. The parties agree that either may file for recordation in the Adams County Records a mutually acceptable memorandum in recordable format that memorializes BIC's obligation to deliver, and Brannan's obligation to pay for, the Option Property under the conditions described herein.

[Signature pages follow]

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered by BIC and Brannan as of the day and year first above written.

BIC

Broderick Investment Company,
A Colorado limited partnership

By: _____
Tom Connolly, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing Agreement was acknowledged before me this 6th day of March, 2013, by Tom Connolly, as Manager of Broderick Investment Company, a Colorado limited partnership.

Witness my hand and official seal.

My commission expires: 6/30/15

_____
Notary Public

TAMI CHILDERS NOTARY PUBLIC STATE OF COLORADO

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered by BIC and Brannan as of the day and year first above written.

Brannan

Brannan Sand and Gravel Company, L.L.C.,
a Colorado limited liability company

By: _____
J. Curtis Marvel, Jr., Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Agreement was acknowledged before me this 1st day of March, 2013, by J. Curtis Marvel, Jr., as Member/Manager of Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12-10-14

_____
Notary Public

CHERYL CHENEY NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A
PERMITTED EXCEPTIONS

6. TAXES AND ASSESSMENTS FOR THE YEAR [of Option Property Closing] AND SUBSEQUENT YEARS.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1871 IN BOOK A24 AT PAGE 2 AND RECORDED FEBRUARY 17, 1872 IN BOOK A2 AT PAGE 242.

10. EASEMENT FOR A ROADWAY FOR INGRESS AND EGRESS ACROSS SUBJECT PROPERTY AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 31, 1969 IN BOOK 1568 AT PAGE 293, AND INSTRUMENT RECORDED JANUARY 13, 1989 IN BOOK 3527 AT PAGE 306.

11. EASEMENT FOR A ROADWAY FOR INGRESS AND EGRESS ACROSS SUBJECT PROPERTY AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 13, 1969 IN BOOK 1558 AT PAGE 345, AS CORRECTED BY INSTRUMENTS RECORDED NOVEMBER 21, 1969 IN BOOK 1560 AT PAGE 188 AND RECORDED JANUARY 8, 1970 IN BOOK 1570 AT PAGE 105.

12. RESERVATIONS, COVENANTS, AGREEMENTS AND EASEMENTS CONTAINED IN DEED RECORDED FEBRUARY 9, 1971 IN BOOK 1665 AT PAGE 480.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED APRIL 19, 1976 IN BOOK 2057 AT PAGE 780.

14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 28, 1987, IN BOOK 3372 AT PAGE 388.

15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HYLAND HILLS PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 19, 1990, IN BOOK 3712 AT PAGE 402.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 14, 1998 IN BOOK 5430 AT PAGE 868, AND AS RE-ESTABLISHED IN QUIT CLAIM DEED RECORDED MARCH 6, 2012 UNDER RECEPTION NO. 2012000016926.

17. TERMS, CONDITIONS, PROVISION, BURDENS AND OBLIGATIONS OF CIVIL ACTION NO. 86-Z-369 BY THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO CONTAINED IN ORDER RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 76 AND CONSENT DECREE RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 81 AND NOTICE OF OBLIGATION TO PROVIDE ACCESS RECORDED NOVEMBER 28, 1995 IN BOOK 4634 AT PAGE 195.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED SEPTEMBER 03, 2004 UNDER RECEPTION NO. 20040903000863430.

19. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY IN INSTRUMENT RECORDED JANUARY 09, 1970, IN BOOK 1570 AT PAGE 294.

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ENVIRONMENTAL COVENANT RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007612 AND RE-RECORDED FEBRUARY 7, 2007 UNDER RECEPTION NO. 2007000013669.

NOTE: INTERIM ADMINISTRATIVE ORDER FOR REMIDEAL DESIGN/REMEDIAL ACTION RECORDED MARCH 9, 1995 IN BOOK 4479 AT PAGE 10.

NOTE: RESERVATION OF FIXTURES AND EASEMENTS OVER A PORTION OF SUBJECT PROPERTY FOR SAID REMEDIAL ACTION AS CONTAINED IN DEEDS RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007613 AND RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 2008000077732.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007615.

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING RESOLUTION RECORDED OCTOBER 03, 2007 UNDER RECEPTION NO. 2007000093641.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS RECORDED AUGUST 25, 2008 UNDER RECEPTION NO. 2008000068153, AND IN CERTIFICATE OF NOTICE RECORDED MARCH 20, 2012 UNDER RECEPTION NO. 2012000020766.

26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SCOTT INDUSTRIAL PARK RECORDED NOVEMBER 17, 2008 UNDER RECEPTION NO. 2008000090609.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION AND SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED NOVEMBER 17, 2008 UNDER RECEPTION NO. 2008000090649.

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037622.

29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037623.

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037625.

31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037626.

32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES RECORDED MAY 26, 2009 UNDER RECEPTION NO. 2009000037627.

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROAD CONSTRUCTION AND EASEMENT AGREEMENT, AS DISCLOSED IN AND AMENDED BY FIRST AMENDMENT TO RAOD CONSTRUCTION AND EASEMENT AGREEMENT RECORDED FEBRUARY 11, 2002 UNDER RECEPTION NO. C0925491.

36. TERMS, CONDITIONS AND PROVISIONS AND EFFECT OF UNRECORDED MEMORANDA OF AGREEMENT AND ASSIGNMENTS OF CONDEMNATION AWARD BY AND BETWEEN RTD, BRODERICK INDUSTRIAL DEVELOPMENT COMPANY, LLC, SCOTT INDUSTRIAL PARK OWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION AND BRANNAN HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY REGARDING CONDEMNATION PROCEEDINGS.

37. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON UTILITY MAP DATED DECEMBER 02, 2011 PREPARED BY R.W. BAYER & ASSOCIATES, INC., JOB# 9-38-141L:

A. EXTERIOR FENCES ARE NOT ENTIRELY COINCIDENT WITH LOT LINES.

B. WATER AND SEWER UTILITIES ARE LOCATED ON SUBJECT PROPERTY OUTSIDE OF EXISTING EASEMENTS.

38. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SCOTT INDUSTRIAL PARK – PLAT CORRECTION RECORDED FEBRUARY 12, 2013 UNDER RECEPTION NO. 2013000012940.

FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE
(Lot 9)

THIS FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE **(Lot 9)** ("**First Amendment**") is entered into effective this 31st day of December, 2018 (the "**Execution Date**"), between **THE ELITE PIPE MD LLC**, a Colorado limited liability company, as Tenant ("**Tenant**"), and **BRODERICK INVESTMENT COMPANY**, a Colorado limited partnership, as Landlord ("**Landlord**"). Landlord and Tenant shall be termed individually a "**Party**" and collectively the "**Parties**."

RECITALS

A. The Parties entered into that certain Lease with Option to Purchase (the "**Lot 9 Lease**") dated effective May 31, 2018, relating to part of Lot 9 (the "**Premises**" as more fully described in the Lot 9 Lease), Scott Industrial Park, located in Adams County, Colorado ("**Lot 9**").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lot 9 Lease as follows:

1. **Rent**. The Rent, effective January 1, 2019, shall be $1,000 per month ("**Rent**").

2. **Payment of Real Property Taxes.** The first sentence of Paragraph 4 of the Lot 9 Lease shall be deleted and replaced by the following: "Tenant shall pay the Real Property Taxes applicable to all of Lot 9 during the Term of the Lot 9 Lease." Paragraph 4 shall also be amended to include the following: "Landlord agrees to use best efforts to challenge the tax assessment on Lot 9."

3. **Additional Premises**. Tenant shall have the non-exclusive right to use the remaining portion of Lot 9 (the portion of Lot 9 not included in the definition of the Premises) provided Tenant does not interfere with the "**Remedy**" (as defined in the Lot 9 Lease) to be conducted by Landlord on Lot 9.

4. **Term**. The Term commenced effective May 31, 2018 and shall terminate on the earlier of: (a) a closing on Tenant's purchase of the Premises; (b) a closing on Tenant's purchase of all of Lot 9; (c) three (3) months after Tenant's failure to exercise the Right of First Refusal (defined below); provided that Landlord shall not send out a "Landlord's Notice" (defined below) for Offered Property until Landlord has completed mitigation of unexcavated soils and completed air sparging/bio-venting activity for Lot 9; (d) January 1, 2069; or (e) upon thirty (30) days written notice from Tenant to Landlord (the "**Term**"). Upon termination, all accrued but unpaid Rent and/or Real Estate Taxes shall be immediately due and payable by Tenant to Landlord.

5. **Subdivision**. Landlord shall no longer be required to make best efforts to subdivide the Premises from Lot 9 as set forth in Paragraph 12 of the Lot 9 Lease. Tenant, during the Term of the Lot 9 Lease, may explore the subdivision of the Premises from Lot 9 as provided in Paragraph 12, at Tenant's expense; and Landlord agrees to cooperate in the efforts at no out-of-pocket expense to Landlord.

6. **Additional Option to Extend**. Landlord acknowledges that Tenant has exercised its right to extend the Lot 9 Lease for a one-year term pursuant to Paragraph 13 of the Lot 9 Lease. Landlord and Tenant acknowledge that Tenant's rights to further extend the term of Lot 9 Lease pursuant to Paragraph 13 shall terminate and the Term of the Lot 9 Lease shall be as set forth in this First Amendment.

7. **Option to Purchase.**

   a. Paragraph 14.a. shall be deleted and replaced by the following: Tenant, or its assigns, shall have the following three alternative options to purchase all or a portion of Lot 9 (collectively, the "**option**"):

(1) **Purchase Option Premises Only**. During the Term of the Lot 9 Lease and if the subdivision of Lot 9 is achieved, Tenant shall have the option to purchase the Premises for $200,000 ("**Premises Option**") commencing on the date the subdivision is achieved and ending six months after Landlord provides written notice to Tenant that the Premises Option will terminate if Tenant does not close on the purchase of the Premises during such 6-month period ("**Term of the Premises Option**"). Tenant may exercise the Premises Option by providing written notice to Landlord at any time during the Term of the Premises Option of Tenant's intent to exercise the Premises Option. If Tenant fails to close on the purchase of the Premises during the Term of the Premises Option, the Premises Option shall terminate.

(2) **Purchase Option All of Lot 9**. During the Term of the Lot 9 Lease, Tenant shall have the option to purchase all of Lot 9 for $425,000 (the "**Lot 9 Option**") for a term commencing on the date of this First Amendment and terminating six months after Landlord provides written notice to Tenant that Landlord has obtained a "Reasonable Steps Letter" from the U.S. Environmental Protection Agency and the Colorado Department of Public Health and Environment relating to Lot 9 ("**Term of Lot 9 Option**"). Tenant may exercise the Lot 9 Option by providing written notice to Landlord at any time during the Term of Lot 9 Option of Tenant's intent to exercise the Lot 9 Option. If Tenant fails to close on the purchase of Lot 9 during the Term of the Lot 9 Option, the Lot 9 Option shall terminate.

(3) **Right of First Refusal**. Provided Tenant is not in default of the Lot 9 Lease, during the Term of the Lot 9 Lease, if Landlord proposes to sell all or a portion of Lot 9 (the "**Offered Property**"), Tenant shall have a right of first refusal to purchase the Offered Property. If Landlord receives a bona fide written offer to purchase the Offered Property, Landlord shall give Tenant written notice of Landlord's intention to sell the Offered Property pursuant to the terms and conditions contained in the bona fide written offer (the "**Landlord's Notice**"). The Landlord's Notice shall state the terms and conditions under which Landlord intends to sell the Offered Property. For sixty (60) days following delivery of the Landlord's Notice ("**60-Day Period**"), Tenant shall have the right to purchase the Offered Property at the same price and under the same terms as stated in the bona fide written offer ("**Right of First Refusal**"). During the 60-Day Period, Tenant may provide written notice to Landlord (the "**Tenant's Notice**") that Tenant intends to purchase the Offered Property at the same price and under the same terms as stated in the bona fide written offer. If Tenant fails to exercise the Right of First Refusal or to close pursuant to the terms of the bona fide written offer, the Lot 9 Lease shall terminate and Landlord may sell the Offered Property to the party making the bona fide written offer for the price stated in the bona fide written offer. Delivery of the Landlord's Notice and Tenant's Notice shall be hand-delivered or by overnight express mail.

b. Paragraph 14.b. shall be deleted and intentionally left blank.

c. Paragraph 14.f. shall be revised to replace "which shall in any event be no later than December 31, 2038" to "which shall in any event be no later than the Term of the Lot 9 Lease".

d. Paragraph 14.o. shall be deleted and intentionally left blank.

e. The provisions of Lot 9 Lease with Option, including but not limited to paragraphs 14 and 15, except as specifically modified or eliminated herein, shall apply to the purchases.

f. The term "above ground equipment" as found in paragraph 15.e. shall include but not be limited to the tanks in the building, but not the buildings.

8. **Effect**. Where applicable, Premises shall be read to include all of Lot 9. Except as otherwise provided herein, the terms and provisions of the Lot 9 Lease remain in full force and effect and

are hereby ratified by the Parties. In the event of a conflict between the Lot 9 Lease and this First Amendment, the terms and provisions of this First Amendment shall control.

9. **Notices.** The address for notices shall be revised as follows:

To Landlord:

Tom Connolly, Esq.
PO Box 68
Lafayette, CO 80026

With a copy to:

Joli A. Lofstedt, Esq.
Onsager | Fletcher | Johnson LLC
1801 Broadway, Suite 900
Denver, CO 80202

To Tenant:

Peter Dimas
The Elite Pipe MD LLC
56800 East 32nd Avenue
Strasburg, CO 80136

With copy to:

Phillip C. Gans, Esq.
Phillip C. Gans, P.C.
25805 Columbine Glen Avenue
Golden, CO 80401

10. **Counterpart Execution**. This First Amendment may be executed in counterparts, each of which will be deemed an original First Amendment, but all of which will constitute a single First Amendment. This First Amendment will not be binding on, or constitute evidence of, a contract between the Parties until such time as a counterpart of this First Amendment has been executed by each Party and a copy thereof delivered to the other Party. Signatures by facsimile and email are acceptable and shall be deemed the same as an original signature.

11. **Governing Law**. This First Amendment is being executed, delivered, and is intended to be performed in the judicial district in which Lot 9 is located, and the substantive laws of the State of Colorado will govern the validity, construction, and enforcement of this First Amendment.

12. **Integration**. It is agreed by the Parties hereto that this First Amendment shall be and become an integral part of the Lot 9 Lease.

13. **Binding Effect**. This First Amendment shall be binding upon the successors and assigns of the Parties. Landlord and Tenant shall execute and deliver such further and additional instruments, agreements, and documents as may be necessary to evidence or carry out the provisions of this First Amendment and the Lot 9 Lease.

14. **Severability**. To the fullest extent possible, each provision of this First Amendment shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this First Amendment is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this First Amendment is declared

void or unenforceable, such provision shall be deemed severed from this First Amendment, which shall otherwise remain in full force and effect.

15. **Captions**. Captions and headings are for convenience only and shall not alter any provision or be used in construing this First Amendment.

16. **Time**. Time is of the essence of this First Amendment and each and every provision hereof. Any extension of time granted for the performance of any duty under this First Amendment shall not be considered an extension of time for the performance of any other duty under this First Amendment.

17. **Drafting**. The Parties have participated in the drafting and negotiation of this First Amendment, and it is agreed that any claim as to ambiguity shall not be construed for or against either Party as a result of such drafting.

18. **Recording**. Either Party may record a notice of the existence of the Lot 9 Lease and First Amendment, including the Right of First Refusal, the Premises Option and the Lot 9 Option.

[See signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be effective as of date and year first above written.

TENANT:

THE ELITE PIPE MD LLC, a Colorado limited liability company:

By: _____
Peter Dimas, Manager

Date: _____

By: _____
Alonso Salvidrez, Manager

Date: _____

By: _____
R. Andrew Russell, Manager

Date: _____

By: _____
Jason Russell, Manager

Date: _____

By: _____
Todd Green, Manager

Date: _____

By: _____
Matt McQueen, Manager

Date: _____

LANDLORD:

BRODERICK INVESTMENT COMPANY, a Colorado limited liability company:

By: BIC, LLC, a Colorado limited liability company, General Partner:

By: _____
Tom H. Connolly, Manager

Date: _____

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

Amended and Restated Environmental Covenant

Broderick Investment Company ("Owner") grants this Amended and Restated Environmental Covenant ("Amended Covenant") this _____ day of _____, 20__ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, et seq., C.R.S.

Whereas, Owner is the owner of certain property commonly referred to as Lot 4 and Lot 9 within the Broderick Wood Products Superfund Site ("Site"), located in Adams County, State of Colorado, more particularly described in Attachment A and depicted in Attachment B, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"). Adams County lists Lot 4 as parcel # 0182510304002, and Lot 9 as parcel # 0182509401001; and

Whereas, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, et seq., C.R.S.; and

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

Whereas, pursuant to Site remedy documents (collectively "the CERCLA Remedial Action Documents"): the Operable Unit ("OU") 1 Record of Decision ("ROD"), dated June 30, 1988; the OU1 ROD Amendment, dated September 24, 1991; the OU2 ROD, dated March 24, 1992; and the OU2 Explanation of Significant Differences ("ESD"), dated February 1995, modifying the OU2 ROD, and pursuant to the Consent Decree between the United States of America, the Department, and Broderick Investment Company in Civil Action No. 86-Z-369, entered June 26, 1995 ("Consent Decree"), and the Statement of Work ("SOW") required pursuant to that Consent Decree, the Property is the subject of enforcement and remedial action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § § 9601, et seq. ("CERCLA"); and

Whereas, the Property is subject to an environmental covenant granted by Broderick Investment Company to the Department on December 14, 2006, recorded in Adams County records at Reception No. 2007000013669 ("original covenant"); and

Whereas, the original covenant requires compliance with a Materials Management Health and Safety Plan that is attached to the original covenant; and

Whereas, Owner and the Department agree that updates to the Materials Management Health and Safety Plan are needed;

Whereas, the purpose of this Amended Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to any hazardous substances left on the Property; and

Whereas, Owner desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Owner and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department and Owner as described herein.

Now, therefore, Owner hereby grants this Amended 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 13, below, which shall run with the Property in perpetuity and be binding on Owner and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Amended Covenant, the term Owner means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) **Use restrictions.**

a. **Prohibition on residential and public use.** No residential use shall be permitted on the Property, including, but not limited to, any single family or multi-family residential dwelling or living unit, whether permanent or temporary, and no playgrounds, parks, schools, daycare centers (whether independent or ancillary to a permitted use), recreational facilities of any type, community centers, hospitals, or adult care centers shall be located at the Property.
b. **Prohibition on agricultural use.** No agricultural use of the Property is permitted, including, but not limited to, the cultivation or storage of any crop or the grazing, feeding, or keeping of any animal for agricultural or

commercial purposes. Ornamental landscaping may be permitted at the Property, provided all such landscaping activities are conducted in accordance with the Department-approved Materials Management and Health and Safety Plan ("MMP/HASP"), as amended. The MMP/HASP is on file with the Department and accessible using the instructions in Attachment C.

c. **Restriction on excavation.** No excavation of any soils at the Property shall occur except pursuant to the MMP/HASP and any amendment thereto.
d. **Prohibition on use of water.** No development of surface water on the Property or groundwater under the Property shall occur except as provided in the CERCLA Remedial Action Documents.
e. **Prohibition on well construction.** No digging, boring, drilling, or constructing of a well of any kind on the Property shall occur except for those wells used for groundwater monitoring purposes as provided in the CERCLA Remedial Action Documents.
f. **Protection of the integrity of CERCLA remedial actions.** Owner shall not use the Property in any way that interferes with the operation and/or maintenance of the CERCLA Remedial Actions, including, but not limited to, the groundwater monitoring wells, any equipment or infrastructure constructed or used for the CERCLA Remedial Actions, or any cap or other covering intended to prevent contact with contaminated materials in the ground or at the surface.

2) Modifications. This Amended 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 Amended 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 Amended Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Amended Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) a proposal to perform additional remedial work;
b) new information regarding the risks posed by the residual contamination;
c) information demonstrating that residual contamination has diminished;
d) information demonstrating that an engineered feature or structure is no longer necessary;
e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the

environment; and

f) other appropriate supporting information.

3) **Conveyances.** Owner shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property. Within thirty (30) days after any such conveyance, Owner shall provide the Department with the name, mailing address and telephone number of the new Owner.

4) **Notice to Lessees.** Owner agrees to incorporate either in full or by reference the restrictions of this Amended 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 and the United States Environmental Protection Agency, including their authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Amended Covenant.

7) **Third Party Beneficiary.** Owner and the United States Environmental Protection Agency are third party beneficiaries with the right to enforce the provisions of this Amended Covenant as provided in § 25-15-322, C.R.S.

8) **No Liability.** The Department does not acquire any liability under State law by virtue of accepting this Amended Covenant nor does any other named beneficiary of this Amended Covenant acquire any liability under State law by virtue of being such a beneficiary.

9) **Enforcement.** The Department may enforce the terms of this Amended Covenant pursuant to § 25-15-322, C.R.S. against Owner and may file suit in district court to enjoin actual or threatened violations of this Amended Covenant.

10) **Owner's Compliance Certification.** Owner shall execute and return a certification form provided by the Department, on an annual basis, detailing Owner's compliance, and any lack of compliance, with the terms of this Amended Covenant.

11) **Severability. I**f any part of this Amended Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

12) **Notices.** Any document or communication required under this Amended

Covenant shall be sent or directed to:

Patrick Medland
Remediation Program
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Paul Stoick
Remedial Project Manager
Superfund and Emergency Management Division
United States Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202

13) **Subdivision of Property.** At least 90 days prior to any subdivision of the Property, the Owner shall submit a plan addressing the certification of compliance set forth in paragraph (10) of this Amended Covenant. The plan may provide for contractual assignment of such obligations to, and assumption of such obligations by, a property management entity charged with managing the Property (including but not limited to a homeowner's association of multiple Owners). The Department shall approve the plan if it determines that the plan reasonably will ensure continued compliance with the requirements of this Amended Covenant. Any Department notice of disapproval shall include the Department's rationale for its decision, including any additional information or changes to the plan that the Department requires before the plan can be approved. Any appeal of a Department notice of disapproval shall be taken in accordance with section 25-15-305(2), C.R.S. If Owner fails to obtain approval of such plan prior to subdividing the Property, the owner of each subdivided parcel shall be responsible for certifying its own compliance with the restrictions set forth in paragraph (1) of this Amended Covenant.

[remainder of page intentionally left blank]

Current Facility Owner Signature Block

Broderick Investment Company has caused this instrument to be

executed on _____, 20_____.

Broderick Investment Company

By: _____

Title: _____

State of _____)
) ss:
County of _____)

This record was acknowledged before me on _____, 20_____ by _____ Tom Connolly on behalf of Broderick Investment Company.

_____
Notary Public

My commission expires: _____, 20_____.

Colorado Department of Public Health and Environment
Signature Block

Accepted by the Colorado Department of Public Health and Environment on _____, 20_____.

By: _____
Tracie White, P.E.

Title: Hazardous Materials and Waste Management Director

State of Colorado)
) ss:
County of_____)

This record was acknowledged before me on _____, 20_____ by _____ Tracie White, P.E. on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

My commission expires: _____, 20_____.

Attachment "A"
to the
Environmental Covenant
Legal Description

"Lot 4"

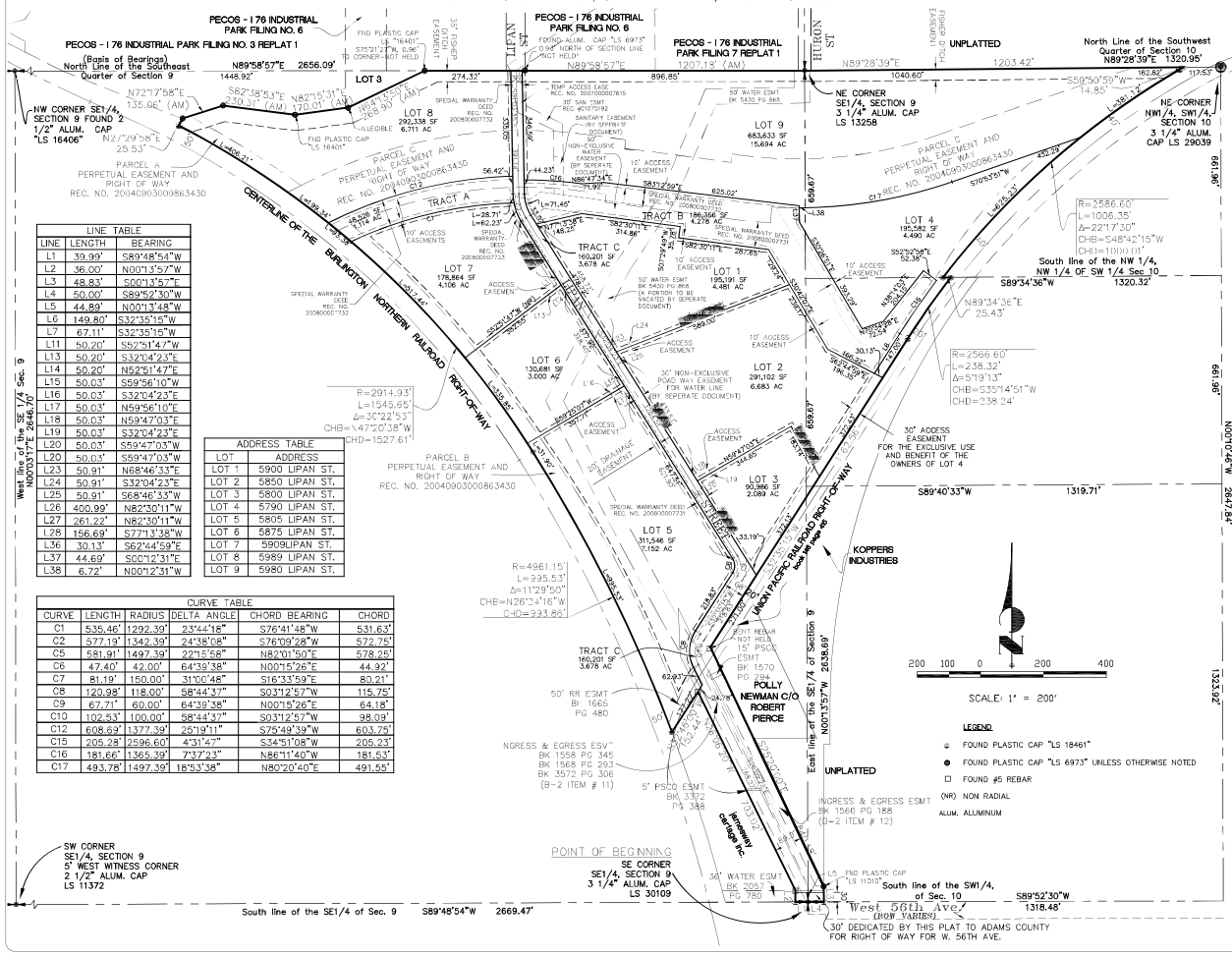
Adams County Parcel Number 0182510304002, also described as SCOTT INDUSTRIAL PARK PLAT CORR LOT 2

"Lot 9:

Adams County Parcel Number 0182509401001, also described as SCOTT INDUSTRIAL PARK LOT 9

SCOTT INDUSTRIAL PARK

A PART OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	39.99'	S89°48'54"W
L2	36.00'	N00°13'57"W
L3	48.83'	S00°13'57"E
L4	50.00'	S89°52'30"W
L5	44.89'	N00°13'48"W
L6	149.80'	S32°35'15"W
L7	67.11'	S32°35'15"W
L11	50.20'	S52°51'47"E
L13	50.20'	S32°04'23"E
L14	50.20'	N52°51'47"E
L15	50.03'	S59°56'10"W
L16	50.03'	S32°04'23"E
L17	50.03'	N59°56'10"E
L18	50.03'	N59°47'03"E
L19	50.03'	S32°04'23"E
L20	50.03'	S59°47'03"W
L21	50.03'	S59°47'03"W
L23	50.91'	N68°46'33"E
L24	50.91'	S32°04'23"E
L25	50.91'	S68°46'33"W
L26	400.99'	N82°30'11"W
L27	261.22'	N82°30'11"W
L28	156.69'	S77°13'38"W
L36	30.13'	S62°44'59"E
L37	44.69'	S00°12'31"E
L38	6.72'	N00°12'31"W

ADDRESS TABLE	
LOT	ADDRESS
LOT 1	5900 LIPAN ST.
LOT 2	5850 LIPAN ST.
LOT 3	5800 LIPAN ST.
LOT 4	5790 LIPAN ST.
LOT 5	5805 LIPAN ST.
LOT 6	5875 LIPAN ST.
LOT 7	5909LIPAN ST.
LOT 8	5989 LIPAN ST.
LOT 9	5980 LIPAN ST.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	535.46'	1292.39'	23°44'18"	S76°41'48"W	531.63'
C2	577.19'	1342.39'	24°38'08"	S76°09'28"W	572.75'
C5	581.91'	1497.39'	22°15'58"	N82°01'50"E	578.25'
C6	47.40'	42.00'	64°39'38"	N00°15'26"E	44.92'
C7	81.19'	150.00'	31°00'48"	S16°33'59"E	80.21'
C8	120.98'	118.00'	58°44'37"	S03°12'57"W	115.75'
C9	67.71'	60.00'	64°39'38"	N00°15'26"E	64.18'
C10	102.53'	100.00'	58°44'37"	S03°12'57"W	98.09'
C12	608.69'	1377.39'	25°19'11"	S75°49'39"W	603.75'
C15	205.28'	2596.60'	4°31'47"	S34°51'08"W	205.23'
C16	181.66'	1365.39'	7°37'23"	N86°11'40"W	181.53'
C17	493.78'	1497.39'	18°53'38"	N80°20'40"E	491.55'

R=2914.93' L=1545.65' Δ=30°22'53" CHB=N47°20'38"W CHD=1527.61'
R=4961.15' L=995.53' Δ=11°29'50" CHB=N26°24'16"W CHD=993.86'
R=2586.60' L=1006.35' Δ=22°17'30" CHB=S48°42'15"W CHD=1000.01'
R=2566.60' L=238.32' Δ=5°19'13" CHB=S35°14'51"W CHD=238.24'

TETRA TECH
www.tetratech.com
7350 E. PROGRESS PLACE, SUITE 100
GREENWOOD VILLAGE, CO 80111
PHONE: 303.741.0600 FAX: 303.741.0606

MARK	DATE	DESCRIPTION	BY

Client: SCOTT CONTRACTING INC.
Proj Loc.: ADAMS COUNTY

SCOTT INDUSTRIAL PARK

FINAL PLAT

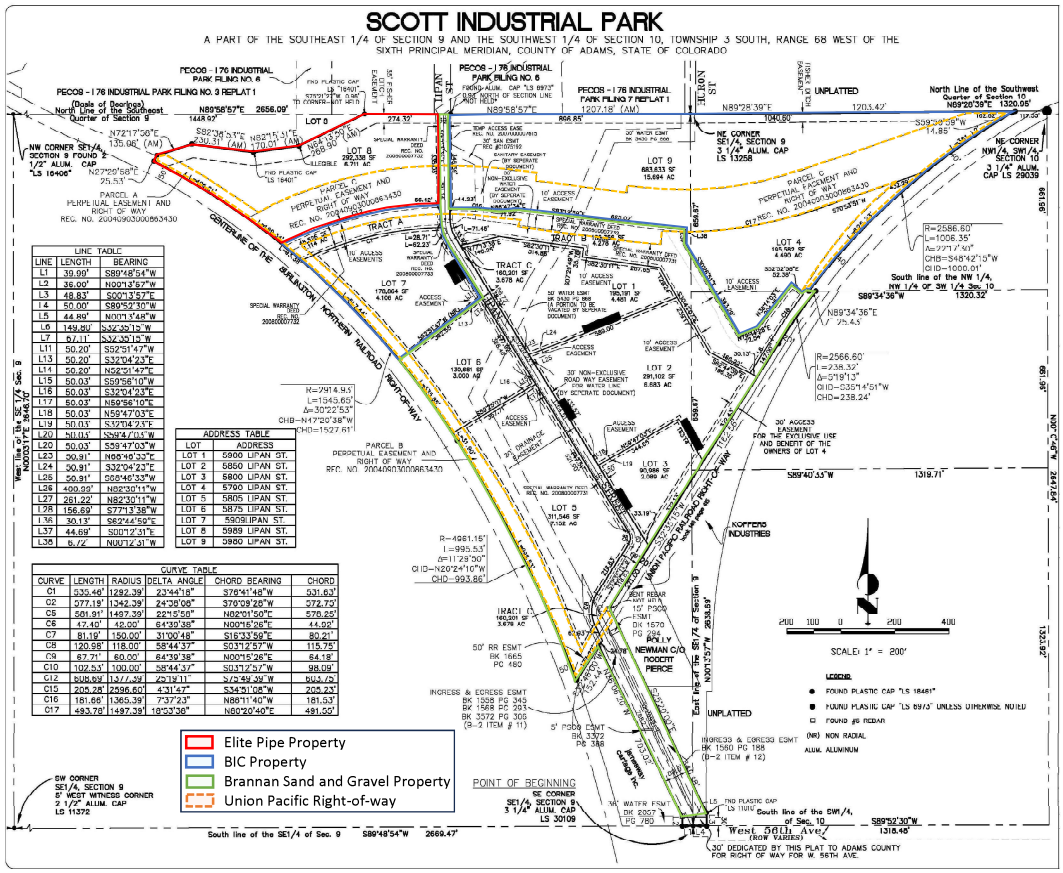
Project No.: 5285.001.00
Designed By:
Drawn By: LAW
Checked By: DC

2

Attachment "B"
to the
Environmental Covenant
Property Depiction

SCOTT INDUSTRIAL PARK

A PART OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
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L2	36.00'	N00°13'57"W
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L4	50.00'	S89°52'30"W
L5	44.89'	N00°13'48"W
L6	149.80'	S32°39'13"W
L7	67.11'	S32°39'13"W
L11	50.20'	S32°51'47"W
L13	50.20'	S32°04'23"E
L14	50.20'	N52°51'47"E
L15	50.03'	S89°56'10"W
L16	50.03'	S32°04'23"E
L17	50.03'	N89°56'10"E
L18	50.03'	N59°47'03"E
L19	50.03'	S32°04'23"E
L20	50.03'	S59°47'03"W
L23	30.91'	N89°49'33"E
L24	30.91'	S32°04'23"E
L25	50.91'	S89°46'33"W
L26	400.09'	N82°30'11"W
L27	281.22'	N82°30'11"W
L28	156.69'	S77°13'38"W
L36	30.13'	S62°44'59"E
L37	44.69'	S00°12'31"E
L38	6.72'	N00°12'31"W

ADDRESS TABLE	
LOT	ADDRESS
LOT 1	5900 LIPAN ST.
LOT 2	5850 LIPAN ST.
LOT 3	5800 LIPAN ST.
LOT 4	5790 LIPAN ST.
LOT 5	5805 LIPAN ST.
LOT 6	5875 LIPAN ST.
LOT 7	5905 LIPAN ST.
LOT 8	5989 LIPAN ST.
LOT 9	5980 LIPAN ST.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	535.46'	1282.39'	23°44'18"	S76°41'48"W	531.63'
C2	577.19'	1342.39'	24°38'08"	S76°09'26"W	572.75'
C5	581.91'	1497.39'	22°15'20"	N82°01'50"E	578.25'
C6	47.10'	42.00'	64°15'38"	N00°16'26"E	44.69'
C7	81.19'	150.00'	31°00'48"	S16°33'58"E	80.21'
C8	120.98'	118.00'	58°44'37"	S03°12'57"W	115.75'
C9	87.71'	80.00'	62°49'38"	N00°15'26"E	83.38'
C10	102.53'	100.00'	58°44'37"	S03°12'57"W	98.09'
C12	608.69'	1377.39'	25°19'11"	S12°49'39"W	603.75'
C15	205.28'	2596.60'	4°31'47"	S34°51'08"W	205.23'
C16	181.66'	1365.39'	7°37'23"	N86°11'40"W	181.53'
C17	493.78'	1497.39'	18°53'36"	N80°20'40"E	491.60'

Attachment "C"
to the
Environmental Covenant

Instructions to Obtain the Materials Management and Health and Safety Plan

The Materials Management and Health and Safety Plan is available here:
https://oitco.hylandcloud.com/cdphermpop/docpop/docpop.aspx?docid=28040790

The Materials Management and Health and Safety Plan can also be found in the Hazardous Materials and Waste Management Division's Records under Use Restriction IC-00137. To locate this document on the public records portal, go to:
https://oitco.hylandcloud.com/CDPHERMPublicAccess/index.html
and select Search Type "CDPHERM HAZ Search by Address/City" from the dropdown menu at the top of the page. In the field "CDPHERM Use Restriction," type in this number to retrieve documents associated with this Use Restriction.

COLORADO
Department of Public Health & Environment

Materials Management and Health and Safety Plan – Broderick Wood Products Superfund Site

March 25, 2024

4300 Cherry Creek Drive S., Denver, CO 80246-1530 P 303-692-2000 www.colorado.gov/cdphe
Jared Polis, Governor | Jill Hunsaker Ryan, MPH, Executive Director

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Figure 1: Site Features Map

1. Introduction

This Materials Management and Health and Safety Plan ("Plan") shall apply to and be implemented as part of the Environmental Covenant ("EC") for the Property commonly referred to as Broderick Wood Products Superfund Site ("Property"). The Property is more specifically described in Attachment A of the Environmental Covenant for the Property dated December 14, 2006. This Plan was prepared to address the specific requirements as referenced in the EC (Covenant ID# HMCOV00032) granted by Broderick Investment Company ("BIC") to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment ("CDPHE"). Any person undertaking activities to which this Plan is applicable shall implement this Plan. All activities conducted by any person associated with management of contaminated or minimally impacted soil, water, or material shall comply with the requirements of this Plan. This Plan presents procedures for handling of contaminated media – meaning contaminated soil, water, debris or waste from work with contaminated soil, water, or debris – as defined in this Plan during such activities. Minimum Property-specific health and safety procedures are also documented within this Plan, which shall be incorporated into project-specific health and safety plans as applicable.

1.1 Known contamination

Based upon the 1992 Record of Decision ("ROD") for Operable Unit 2 ("OU2"), the following are contaminants of concern ("COCs") at the Property:

- Polycyclic aromatic hydrocarbons ("PAHs")
  - Acenaphthene
  - Acenaphthylene
  - Anthracene
  - Benzo(a)anthracene
  - Benzo(a)pyrene
  - Benzo(b)fluoranthene
  - Benzo(g,h,i)perylene
  - Benzo(k)fluoranthene
  - Carbazole
  - Chrysene
  - Dibenzo(a,h)anthracene
  - Fluoranthene
  - Fluorene
  - Indeno(1,2,3-cd)pyrene
  - Naphthalene
  - Phenanthrene
  - Pyrene
- Petroleum related volatile organic compounds ("VOCs")
  - Benzene

    - Toluene
    - Ethylbenzene
    - Xylenes
- Chlorinated VOCs
    - Methylene chloride
    - Tetrachloroethylene
    - Trichloroethylene
- Phenols
    - 2-chlorophenol
    - 2,4-dichlorophenol
    - 2,4-dimethylphenol
    - 2-methylphenol
    - 4-methylphenol
    - Pentachlorophenol
    - Phenol
    - 2,4,5-trichlorophenol
    - 2,4,6-trichlorophenol
- Dioxins and furans
    - 2,3,7,8-tetrachlorodibenzo-p-dioxin
    - Pentachlorodibenzo-p-dioxin
    - Hexachlorodibenzo-p-dioxin
    - Heptachlorodibenzo-p-dioxin
    - Octachlorodibenzo-p-dioxin
    - Tetrachlorodibenzofuran
    - Pentachlorodibenzofuran
    - Hexachlorodibenzofuran
    - Heptachlorodibenzofuran
    - Octachlorodibenzofuran
- Metals
    - Arsenic
    - Cadmium
    - Lead
    - Zinc

1.2 Applicability

There are requirements and controls for work activities allowed under the EC that impact potentially contaminated media. Applicable media includes contaminated soil, contaminated water, waste related to identification or removal of contaminated soil or water, or debris discovered during excavation. Work activities include, but are not be limited to:

1. Utility cuts
2. Installation of utilities
    a. Natural gas
    b. Electricity

    c. Telephone
    d. Cable
    e. Fiber optics
3. Installation of water or sewer taps
4. Installation of water piping
    a. Water supply
    b. Sanitary sewer
    c. Storm sewer
5. Manhole alignment
6. Construction of building foundations
7. Removal of contaminated materials
8. Modification of remedial features
9. Ornamental landscaping

2. Materials handling procedures

The overall materials handing approach for work activities is to identify and then remove contamination for remediation or off-Property disposal.

The EC allows for excavation of soils and ornamental landscaping only if done in accordance with this Plan or a remedial decision document, environmental sampling plan, or environmental response work plan that has been approved by CDPHE and the United States Environmental Protection Agency ("EPA"). Excavation is defined as, "excavation, drilling, grading, digging, tilling, or any other soil-disturbing activity". Additionally, all excavation must protect the integrity of CERCLA response actions. All excavations shall be done in a safe manner following health and safety requirements provided in Section 5 and applicable laws.

Upon completion of excavation work, the excavated area shall be restored to a level of protection equal to or greater than original site conditions. Restoration may include: replacement of surface soil cover, placement of a cover approved by CDPHE and EPA, or replacement of clean soil. Restoration operations are detailed in Section 4.

2.1 Contaminated soil

For purposes of this Plan, all soil within the Property is either contaminated or minimally impacted.

Soils are presumed contaminated with one or more COCs if one or more of the following is true:

1. Soil is excavated from one of the following areas as delineated on Figure 1 as outlined in blue, except for the top 12 inches of soil in the area shown as "12-inch Soil Cover":
    a. Former Impoundment Area,
    b. Former Process Area, or
    c. Land Treatment Unit (LTU A North, LTU B North, LTU A South, and LTU B South).
2. Soil is excavated below one foot above the seasonal high groundwater table.
3. Excavated soil has observable "staining" – soils that are black, very dark brown, or have a slight rainbow tint.
4. Excavated soil has an organic odor, typically either a mothball or petroleum smell.

Additionally, any soils below the 12-inch Soil Cover, as shown on Figure 1, are presumed contaminated with dioxin if none of the above four conditions are true.

Excavated soils that are presumed contaminated shall be remediated under an EPA and CDPHE approved plan, appropriately disposed off-Property, or demonstrated to have contaminant concentrations less than the site-specific OU2 Soil Excavation Surface Soil Action Level for 2,3,7,8-TCDD, CDPHE's Risk-Based Screening Level for Arsenic, and the EPA Composite Worker RSLs (Hazard Quotient, HQ, = 1.0, Target Risk, TR = 10^{-5}) for all other known site COCs as listed above using an approved sampling and analysis plan. Soils with contaminant concentrations less than applicable standards will be considered "minimally impacted" and may be reused on-Property for purposes not prohibited by the EC after submittal of data to CDPHE and EPA.

Soils not meeting any of the four stated presumptive "contaminated" soil conditions in this section are presumed minimally impacted. Any excavation of presumed minimally impacted soils at the Property shall be monitored for potential contamination using visual and olfactory observations. Minimally impacted soils may be reused on-Property for purposes not prohibited by the EC.

2.2 Contaminated groundwater and surface water runoff

Adequate control shall be implemented for sediment and surface water runoff in accordance with applicable State of Colorado and Adams County requirements. All groundwater encountered at the Property and any surface water coming in contact with contaminated soil shall be considered contaminated and subject to the requirements of this Plan.

If removal of groundwater from the excavation occurs or if surface water comes in contact with contaminated soil, ample means and devices shall be maintained to promptly remove and dispose of all contaminated water, including, as appropriate for particular work, providing retention berms, installing temporary sumps, or sedimentation ponds for collection of water from disturbed areas and to address ponding of storm water. The removed water shall be containerized for characterization and appropriate off-Property disposal, treatment and discharge or beneficial reuse depending on the characteristics of the water. If water is to be treated and discharged or beneficially reused, CDPHE approval is required.

2.3 Debris

If debris (non-soil material) is encountered during excavation, the debris encountered shall be presumed contaminated unless the debris can be positively identified as material not part of the existing contamination at the Property. However, debris with staining or odor shall be presumed contaminated regardless of suspected origin. Contaminated debris shall be segregated, containerized, and characterized for appropriate off-Property disposal.

2.4 Waste related to identification or removal of contaminated media

In the course of working with contaminated media, workers may use equipment that comes into contact with contaminated soil, water, or debris. Disposable equipment shall be appropriately decontaminated for off-Property disposal. Reusable equipment shall be decontaminated and waste from the decontamination (water, detergent, solids, etc.) shall be containerized, characterized, and appropriately disposed off-Property.

2.5 Excavated soil

All excavated soil designated as minimally impacted may be placed into other areas on-Property.

Excavated contaminated soil shall be remediated under an EPA and CDPHE approved plan or appropriately disposed off-Property. All excavated contaminated soil shall be loaded and hauled in a manner that prevents, to the maximum extent possible, the spread of contamination. All haul roads shall be maintained as clean roads.

All existing roads surfaced with pavement or gravel outside of the LTU area and on the Property are considered clean of contamination and may be used to transport contaminated soil. However, the roads must be cleaned of contamination upon completion of the hauling operations. Additional temporary roads shall be built using imported granular road surfacing as necessary to provide direct access to the areas of excavation. All haul roads shall be maintained and spills shall be prevented. If a spill occurs, the area of the spill shall be cleaned by removal of all visually contaminated soil from the road surface, and placement of an additional of 2 inches of imported granular road surfacing.

Soil disposed off-Property shall first be sampled and profiled to determine off-Property disposal requirements that meet applicable federal, state, and local laws. Soils shall be properly containerized and transported directly to an appropriate waste disposal facility.

2.6 Limits of excavation

No excavations, other than those provided for in the CERCLA response action documents, shall occur in the LTUs without a work plan approved by EPA and CDPHE. Outside of the LTUs, excavations should be limited to the depths and widths as shown on work plans if excavation is occurring pursuant to a work plan, or as required to accomplish the task, if excavation is not occurring pursuant to a work plan. Excavations deeper than 12 inches above the seasonal high groundwater table should be avoided to minimize contact with potentially contaminated soil and groundwater, and all disturbed areas shall be restored in accordance with the requirements of Section 4.

2.7 Air monitoring

During excavation, storage, handling, and transportation of contaminated soil, operations shall comply with CDPHE's Air Quality Control Commission Regulation No. 1 (5 CCR 1001-3). Notwithstanding the applicability of Regulation No. 1 for an excavation, all excavation-related work shall employ appropriate dust control measures to eliminate dust emissions off the Owner's Property. Additionally, it will be the responsibility of those conducting the excavation to ensure that workers at the site are not exposed to contaminants at unacceptable concentrations.

Owner's Property, for purposes of this Plan, includes the portion of the Property owned or operated by the entity where the soil disturbing work is taking place.

3. Work requirements

In the event of excavation of soils at the Property, certain requirements shall be met.

3.1 Notice and documentation

There shall be a one-time notice to EPA and CDPHE before commencing excavation of soils in areas presumed to be contaminated. A work plan is also required for EPA and CDPHE approval before commencing excavation of soils in areas presumed to be contaminated. Notice shall be provided to EPA and CDPHE whenever unanticipated conditions necessitate activities which will deviate from the procedures and requirements set forth in this Plan. The reason for the expected deviation and a plan for implementing the new procedures shall be provided prior to taking action which will deviate from this Plan. If deviations from this Plan occur accidently during Property activities, EPA and CDPHE shall be promptly notified and the work shall be suspended until the reason for the deviation and a plan for implementing new procedures has been provided. If deviations from the work plan include excavation beyond the proposed limits, handling of contaminated media in excess of planned amounts, or other activities increasing the scope of the work related to contaminated media, CDPHE and EPA approval of the new procedures is required. All activities to comply with the requirements of this Plan including final disposition of the materials shall be documented. The document shall include photographs of construction activities and results of all sampling activities.

In the event that contaminated media are encountered during excavation work in areas exclusively presumed as minimally impacted, work shall stop until EPA and CDPHE are notified. A work plan must be submitted and approved, and the requirements of the previous paragraph shall apply.

3.2 Project Manager

If excavation is planned in an area of presumed contamination or contaminated media are encountered during an excavation, a Project Manager ("PM") shall be appointed by the entity responsible for the work or Property owner. The PM shall supervise all aspects of implementation of this Plan, perform necessary monitoring, and collect and maintain documentation required by this Plan. The PM shall be approved by EPA and CDPHE. The PM shall be defined as the following:

1. A person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to the Property, sufficient to meet objectives and performance factors.
2. Such a person must:

a. Hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or United States territory (or Commonwealth of Puerto Rico) and have the equivalent of three years of full-time experience; or
b. Be licensed or certified by the federal government, a state, tribe or United States territory (or Commonwealth of Puerto Rico) to perform environmental inquiries and have the equivalent of three years of full-time relevant experience; or
c. Have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of science or engineering and the equivalent of five years of full-time relevant experience; or
d. Have the equivalent of ten years of full-time relevant experience.

3. The PM should remain current in their field through participation in continuing education or other activities.

Relevant experience, as used in the definition of PM in this section, means participation in the performance of all appropriate inquiry investigations, environmental site assessments, or other site investigations that may include environmental analyses, investigations, and remediation which involve the understanding of surface and subsurface environmental conditions and the processes used to evaluate these conditions and for which professional judgment was used to develop opinions regarding conditions indicative of releases of threatened releases to the subject Property.

3.3 Workers

All workers involved in excavation shall be properly trained to be able to identify contaminated or presumed contaminated media. This includes understanding areal and depth extents of presumed contaminated soils and use of visual and olfactory senses.

4. Restoration operations

If activities disturb or otherwise remove the existing soil cover, the soil cover shall be restored in all areas of the Property, unless final development conditions include paving, gravel surface, or other permanent surfacing material that is equal to or more protective than the soil cover. The soil cover shall include a 12-inch thick layer of clean imported fill as cover over any disturbed area.

The existing soil cover, to the extent possible, shall not be contaminated. In the event that the soil cover material becomes intermixed with contaminated material, the mixture shall be excavated, properly disposed, and replaced with 12 inches of clean imported fill. Clean imported fill, for purposes of this Plan, is fill that is free of contamination (observed or previously documented) and meet EPA Residential RSLs.

The current soil cover shall be surveyed prior to any activities which may disturb it. The limits of the planned disturbance shall be staked and elevations of the top surface measured and recorded. At a minimum, stakes shall be placed at the corners of the planned disturbance area and at points not greater than 100-foot intervals. Following the activities, the actual extent of the disturbance shall be measured and recorded.

The information recorded from measurements described above shall control the restoration activities. The disturbed area shall be restored to reestablish the 12-inch soil cover and shall include leveling the ground surface and placement of clean soil. Following soil cover placement, all surfaces shall be compacted. The compacted soil cover shall be at least 12 inches deep.

5. Health and safety monitoring procedures

There are Property-specific health and safety procedures that shall be implemented during activities at the property to which this Plan applies. Each owner of a portion of the Property shall be responsible for having this Plan on Property and assure its implementation and adherence by all persons on Owner's Property during activities to which the Plan is applicable.

5.1 Worker health and safety

The principal factor in hazard control and worker health and safety is training. Workers cannot guard against hazards if they are not aware of the dangers in their workplace. The requirements of the Occupational Safety and Health Administration ("OSHA"), 29 CFR 1910 regulations are used as guidance for this Plan.

The basis for this Plan is that there is potentially contaminated media on the Property for which workers may be exposed during activities at the Property. There are three potential pathways to humans working on the affected Property to come in contact with COCs. The potential pathways are:

1. Direct contact with media containing COCs;
2. Inhalation of dust containing contaminated particulates; and
3. Ingestion of contaminated media.

5.2 Health and Safety Officer

A Health and Safety Officer ("HSO") shall be appointed by the by the entity responsible for the work or Property owner to supervise all safety aspects of implementation of this Plan, perform necessary monitoring, and collect and maintain documentation required by this Plan. The HSO will have the knowledge, responsibility, and authority to apply appropriate protection regulations. The HSO shall ensure that health and safety activities are being performed in accordance with the requirements of this Plan.

The HSO shall be responsible for establishment of the exclusion zone around each work area and for ensuring that only workers with the appropriate training and documentation of such training are allowed within the exclusion zone. The HSO shall ensure that the equipment utilized to characterize soil encountered during Plan activities and to monitor worker health and safety are properly calibrated. The HSO shall also ensure that all required field measurements are obtained as required by this Plan to protect worker safety.

The HSO will be responsible for ensuring that contaminated media is managed in a manner to prevent contact by other workers not involved in Plan-related activities or by Property visitors.

5.3 Training requirements

Worker health and safety are regulated under OSHA as stipulated in 29 CFR 1910. Training is regulated by 29 CFR 1910.120(e). Personnel working on the Property or that may come into contact with contaminated media should fall under the criteria specified below:

- Workers at the Property only occasionally for a specific limited task specified in this Plan, and who are unlikely to be exposed over permissible exposure limits, shall receive a minimum of 24 hours of instruction;
- Workers at the Property regularly involved in tasks specified in this Plan shall receive 40 hours initial training and three days of supervised field experience; and
- The HSO and other on-Property management or supervisors directly responsible for or who supervise employees engaged in Plan-related activities shall receive 40 hours initial training and three days of supervised field experience.

The Property owner shall be responsible for ensuring that all Property workers provide adequate documentation certifying OSHA health and safety training in accordance with 29 CFR 1910.120. Workers who cannot provide training certification will be denied access to the controlled area.

The OSHA health and safety training for the HSO will include additional instruction for Property-specific hazards and hazard awareness.

5.4 Personal monitoring

No personal monitoring is required under this Plan. However, personal monitoring may be required as part of specific work plans.

5.5 Property/area monitoring and security

The Property owner shall be responsible for maintaining appropriate security measures at all times to prevent accidental trespass of workers, Property visitors, or the public into work areas, including areas where contaminated media may be stored. The Property owner should limit access to the Property at all times.

The Property owner shall be responsible for monitoring conditions at the worksite and immediate surrounding area. This includes air monitoring as specified in Section 2.7.

5.6 Hazard evaluation

Physical hazards that may be encountered include the presence of heavy equipment, open trenches or excavations, exposure to electrical and other utility hazards, and noise. In addition, there is a possibility of slip/trip/fall hazards from holes, uneven pavement, unused construction equipment, sharp objects, and slippery surfaces.

Finally, the potential for extreme weather conditions may exist depending upon the implementation schedule. Extreme weather conditions may include excessive heat or cold, thunderstorms, high wind conditions, heavy rains, and snow/ice. Special precautions will be taken during periods of extreme weather, and work may be halted until the severe weather has subsided. Particularly, windy conditions that result in visible dust from an excavation or stockpiled soil should result in work stoppage and steps taken to abate dusty conditions.

5.7 Excavations and trenches

During the excavation of utility and piping trenches, proper excavation and trenching procedures must be followed as outlined in 29 CFR 1926.650 through 1926.653 (Subpart P. Excavations, Trenching, and Shoring). In particular, the requirements for shoring, sloping, and access/egress must be followed. In addition, all underground utilities at the Property must be identified and marked prior to the commencement of any excavation or trenching activity. Workers are not allowed to enter any trenches or excavations unless an observer is present outside to the excavation/trench area.

5.8 Operation of mechanized equipment and motor vehicles

All mechanized equipment and motor vehicles will only be operated by qualified personnel who have been trained by their employer in the proper use of the equipment. The equipment will be operated according to all applicable OSHA and Department of Transportation ("DOT") regulations. Specifically, the requirements of 29 CFR 1926.600 through 1926.606 (Subpart O. Motor Vehicles, Mechanized Equipment, and Marine Operations) will be observed, including, but not limited to the following:

1. Seat belts must be worn at all times;
2. All heavy equipment must be equipped with a reverse signal alarm; and
3. All earth moving equipment must be equipped with rollover protective structures.

5.9 Struck-by and caught-in/caught-between hazards

The potential for being struck by falling or swinging objects, or situations where an employee is caught in or caught between heavy equipment and/or other items, are to be minimized by following any and all appropriate OSHA precautions. In particular, the subcontractor should incorporate provisions of 29 CFR 1926.600(a)(3)(i), which refers to suspension of equipment of parts, 29 CFR 1926.651(e), which refers to falling loads, and 29 CFR 1926, Subpart O, which refers to machinery and heavy equipment. Precautions should include, but not be limited to:

1. Property personnel must listen for back up alarms and watch for spotters and backing equipment; and
2. The use of towing and lifting equipment should be in accordance with OSHA and other applicable requirements.

5.10 Exclusion zone

A clearly defined exclusion zone will be established around each controlled work area to prevent the public from contacting potentially contaminated media. To protect other workers or other persons not involved with the work activities, these controlled work areas shall be marked with cones, or other suitable markings, to distinguish these areas from other areas on the Property.

The area in which potentially contaminated or contaminated material is stockpiled shall have markings to warn personnel of the potential for exposure.

Access to the controlled work areas will be limited to personnel who are required for performance of the subject activities and who have documented the necessary training as described in Section 5.3 of this Plan. All other workers or other persons not involved in Plan-related activities will be restricted from entering the exclusion zone. The HSO will be responsible for ensuring that only those individuals that are required to enter the exclusion zone and that have the appropriate training are allowed to enter the exclusion zone.

5.11 Personnel protective equipment

It shall be mandatory for all personnel involved in the Activity to wear Level D personnel protective equipment ("PPE") at a minimum. The HSO will be responsible for upgrading the level of PPE necessary as appropriate for the work hazards present.

5.12 Emergency contacts

All work at the Property shall be conducted only if an environmental and worker health and safety emergency procedure is established by the Property owner or contracted company working on the Property. In the event of an environmental release (such as a discharge or spill), the release shall be reported to the appropriate state and federal reporting hotlines.

5.13 Reduction of contaminant spread

Contaminants may spread from the active work area to the surrounding areas through a variety of mechanisms that include, but are not limited to, the following:

- Generation of dust containing COCs;
- Movement of COCs in water; and
- Physical removal from the Property on worker's clothing or other direct mechanism.

Every effort must be made to prevent the spread of contamination or potentially contaminated media from the Property.

Whenever dust is generated during trenching or excavation operations, measures shall be employed to reduce the spread of contamination. For control of dust and particulates,

use of water sprays, mists, or other dust suppression means shall routinely be applied to equipment or areas releasing potentially contaminated dusts. In severe cases, including windstorms or other adverse weather conditions, advance planning to control release of potentially contaminated dusts shall be performed. Measures such as shutting down operations and covering of recently exposed, contaminated areas may be necessary to reduce the potential for dust release and dispersal.

Water shall not be introduced to (other than for dust control) or removed from the excavation to the extent practical to prevent the potential for contaminant migration through this media. Best management practices shall be used around the excavation to prevent surface run-on from entering the excavation. If precipitation is likely, the excavation should be covered to the extent practicable to prevent storm water from entering the excavation.

The purpose of this Plan is to provide procedures that eliminate or restrict emissions or other mechanisms of possible transport of contaminated soil off Property in an uncontrolled manner. In order to prevent uncontrolled releases of contaminants from the Property, contaminated or potentially contaminated media shall not be removed from the Property, except as required for off-Property disposal.

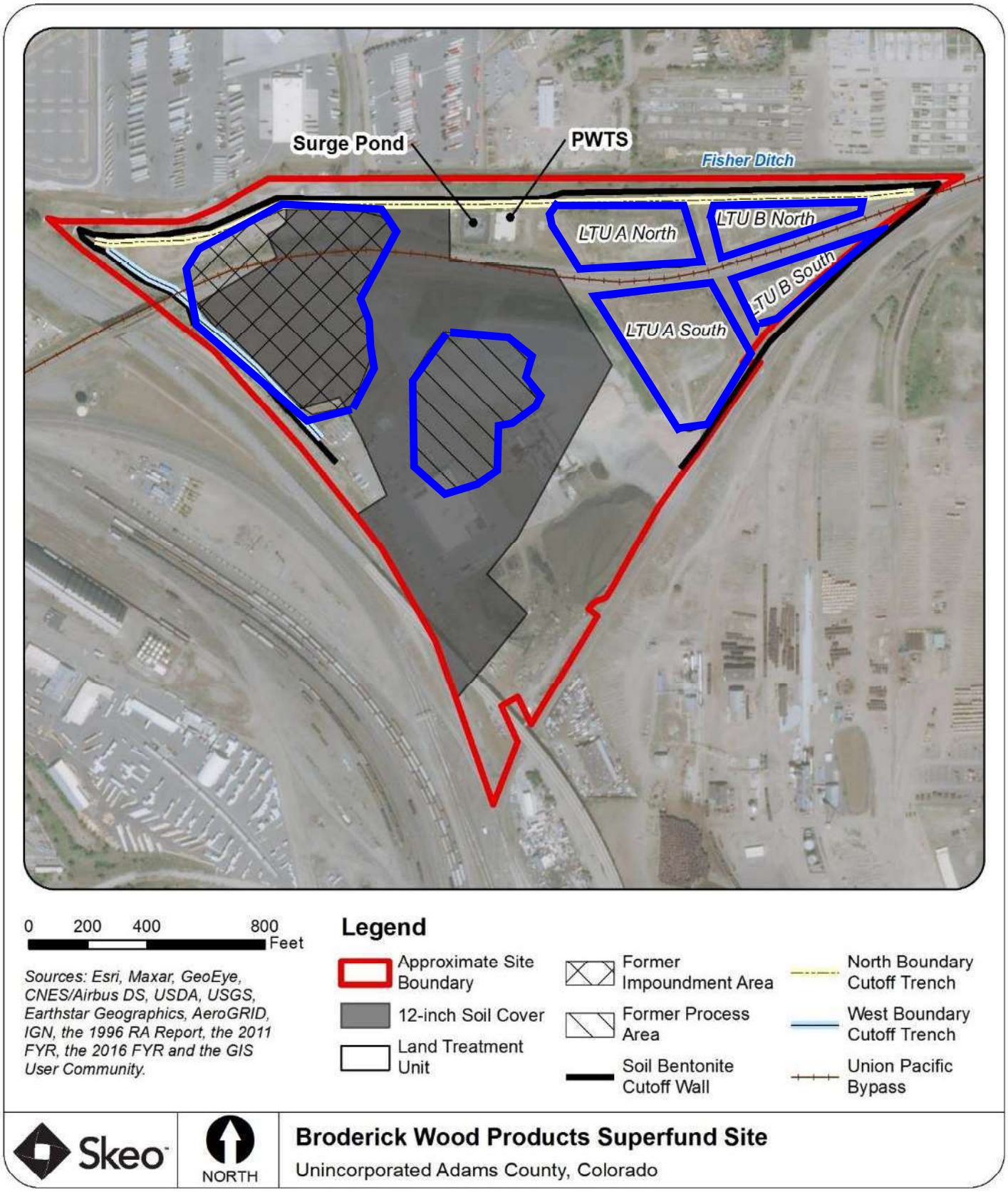
6. Document retention

The owner shall maintain an environmental file either physically at the Property or an electronic file that is easily accessible from the Property. Such files shall contain the following:

- A copy of this Plan;
- Data resulting from sampling and analysis efforts;
- Documentation of activities as required by Section 3.1;
- Maps depicting the location of contaminated media encountered at the Property during construction activities; and
- Documents and correspondence required by this Plan.

The environmental file shall be kept for 10 years after completion of the work and shall be available during normal business hours for inspection by the EPA or CDPHE.

Figure 1: Site Features Map



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding EPA's response actions at the Site.