LOWRY

Lowry Redevelopment Authority

January 12, 2006

Ms. Monica Sheets
CDPHE
4300 Cherry Creek Dr. S.
Denver, CO 80246

Re: FTZ, OU2 and OU5 Environmental Covenants

Dear Monica:

Pursuant to your conversation with Ann Wei, I am enclosing the Fire Training Zone Covenant which has been signed by the LRA and consented to by the Colorado Golf Association. I believe you already have the OU2 and OU5 Environmental Covenants.

I understand you will be coming to the LRA this afternoon so if there is any possibility that you can bring the fully executed covenants with you that would be most helpful. Otherwise, we will send a runner when you tell us they are ready for pickup. Thanks.

Sincerely,

Gregory F. Palcanis
General Counsel

Enc.

Lowry Air Force Base/LWY

1/12/2006

DNV

DSMOA - Environmental Covenant - Miscellaneous Documents - Former Lowry Air Force Base - Fire Training Zone Covenant

DMA/30.4./1

DMA/30./1

555 UINTA WAY DENVER, COLORADO 80230 TEL 303.343.0276 FAX 303.343.9135 www.lowry.org

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

ENVIRONMENTAL COVENANT

The Lowry Economic Redevelopment Authority ("LERA") grants an Environmental Covenant ("Covenant") this 9th day of January, 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, the LERA is the owner of certain property commonly referred to as the Fire Training Zone at the former Lowry Air Force Base, located in the City and County of Denver and City of Aurora, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"). The Property is part of the Mira Vista Golf Course; and

WHEREAS, pursuant to the First Amendment to the Consent Agreement Number 01-08-07-02, the Property is the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, § 25-15-301, et. seq.; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting access to, excavation within, and the further transfer of the Property;

WHEREAS, the LERA 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 all subsequent parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department.

NOW, THEREFORE, the LERA 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 10, below, which shall run with the Property in perpetuity and be binding on all subsequent parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this 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 Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use restrictions

The OWNER will not change the current use of the Property without the provision of notice to and the prior written approval of the Department.

The OWNER shall delineate the Property by use of appropriate fencing and signage, as approved by the Department, that will prohibit unauthorized entry.

The OWNER shall allow access to Lowry Assumption, LLC to complete the remediation of the Property.

The OWNER shall not directly interfere or take any actions that could indirectly interfere with remediation of the Property.

The OWNER shall not conduct or permit any others to conduct any subsurface excavating, digging, drilling, or other disturbance of the Property without the provision of notice to and the prior written approval of the Department.

The OWNER shall not deposit or permit any solid or hazardous waste in or upon the Property and shall immediately notify the Department if any solid or hazardous waste is deposited in or upon the Property.

The OWNER shall execute any environmental covenants required by the Department after completion of the remediation of the Property.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment.
The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. 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
e) other appropriate supporting information.

3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.

4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

5) Notification for proposed construction and land use Subject to the Use Restriction above, OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.

8) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. The OWNER may file suit in district court to enjoin actual or threatened violations of this Covenant.

9) Owner's Compliance Certification OWNER shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by the OWNER, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

10) Notices Any document or communication required under this Covenant shall be sent or directed to:

Federal Facilities Remediation and Restoration Unit
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

LERA, has caused this instrument to be executed this 9th day of January, 2006.

LOWRY ECONOMIC REDEVELOPMENT AUTHORITY

By: Thomas O Markham

Title: EXECUTIVE DIRECTOR

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

The foregoing instrument was acknowledged before me this 9th day of January, 2006 by Thomas O. Markham as Executive Director of behalf of Lowry Economic Redevelopment Authority

LINDA R. DYMOND
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 09/18/2006

Linda R. Dymond
Notary Public

555 Uinta Way
Address
Denver, Co 80230

My commission expires: 9-18-2006

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

By Gary W. Baugh

Title: Division Director, HMWMD

STATE OF _____)
) ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____ on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

_____
Address

_____

My commission expires:_____

The undersigned hereby consents to the foregoing Environmental Covenant.

CGA-CGWA GOLF, LLC
a Colorado limited liability company

By: Jerome M. Hauer

Title: Manager

Date: 1/10/06

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

NOTARY PUBLIC STATE OF COLORADO

Commission Expires 07/31/2006

The foregoing instrument was acknowledged before me this 10TH day of JANUARY, 2006 by JEROME M. HAUSE, as MANAGER of CGA-CGWA GOLF, LLC, a Colorado limited liability company.

Notary Public

4582 S. UTICA ST. #1050
Address

DENVER CO 80237

My commission expires: 7/31/08