STATE OF COLORADO

Bill Ritter, Jr., Governor
James B. Martin, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.
Denver, Colorado 80246-1530
Phone (303) 692-2000
TDD Line (303) 691-7700
Located in Glendale, Colorado

http://www.cdphe.state.co.us

Laboratory Services Division
8100 Lowry Blvd.
Denver, Colorado 80230-6928
(303) 692-3090

Colorado Department
of Public Health
and Environment

June 5, 2007

Ms. Barbara Nielsen
Manager, Remediation Projects
Freeport-McMoRan, Inc.
One North Central Avenue
Phoenix, Arizona 85004

Reference –Environmental Covenant for the AMAX Research and Development Facility located near Golden, Colorado

Dear Ms. Nielsen:

Enclosed is a copy of the Environmental Covenant (EC) for the AMAX Research and Development Facility located near Golden, Colorado. This EC was filed with Jefferson County, Colorado on May 30, 2007 and is available on their web page. The signed original copy has been placed with other files for the site in the Colorado Department of Public Health and Environment – Hazardous Materials and Waste Management Division's record center.

If you have any questions, contact Phil Stoffey of this Division at (303) 692-3452.

Phil Stoffey, Project Manager
Remediation Program
Hazardous Materials and Waste Management Division

Enclosure: Environmental Covenant

CC: File –171-04 –12.0, Original Copy
Moe Pasha, EMC^2, w/ enclosure
Jerry Goad, AGO, w/ enclosure

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

Amax Research and Development, Inc. (Amax R&D) grants an Environmental Covenant ("Covenant") this 21 day of APRIL, 2007 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, Amax R&D is the owner of certain property commonly referred to as the Amax Table Mountain site, located at 5950 McIntyre, Golden, 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 Radioactive Materials License 171-04, the Property is the subject of remedial action pursuant to the *Colorado Radiation Rules and Regulations Pertaining to Radiation Control, §6CRR Part 4 and the Colorado Radiation Control Act,* Title 25, Article 11, Colorado Revised Statutes, *et. seq.*; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting the use of contaminated groundwater, and ensuring that structures are mitigated against potential vapor intrusion.

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

NOW, THEREFORE, Amax R&D 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, unless terminated pursuant to the terms of this Covenant, and be binding on Amax R&D and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein. As used in this 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.

R $56.00
D $0.00
COVE
2007061895
05/30/2007 03:03:35 PM 9 Page(s)
Jefferson County, Colorado

1) Use restrictions :

   a) Shallow groundwater above the Arapahoe formation on the Property ranging from 1.6 to 29 feet below ground surface shall not be removed by well or other means for domestic, agricultural, commercial or other use. This limitation shall not apply to the installation or use of any monitoring well used solely to obtain samples for analysis.
   b) Monitoring wells **MW-7, MW-16, and CW-4 will** remain on the property. Any activities that will in any way damage any monitoring wells on the Property, or interfere with the maintenance, operation, or monitoring of said wells are prohibited.
   c) Any newly constructed habitable permanent structure in the defined area (Attachment B) shall be required to be protected from potential intrusion of hazardous levels of trichloromethane or radon gas from the soil into the structure.

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 an engineered feature or structure is no longer necessary;
   e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
   f) other appropriate supporting information.

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

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

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

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

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

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

9) 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 Covenant.

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

Edgar Ethington, Project Manager
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Amax R&D has caused this instrument to be executed this 21 day of April, 2007.

Amax Research and Development, Inc.

By: William D. Rech

Title: President

STATE OF _) Arizona
) ss:
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of April, 2007 by William D. Rech on behalf of [FACILITY] Amax R&D, Inc.

ALLISON L. PORTER
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 7, 2010

Allison L. Porter
Notary Public

One North Central Ave.
Address

Phoenix, AZ 85004

My commission expires: Nov. 7, 2010

Accepted by the Colorado Department of Public Health and Environment this 30th day of May, 2007.

By: Gary W. Baughman

Title: Director, HMWMD

STATE OF _) COLORADO
) ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30 day of MAY, 2007 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette Ferris
Notary Public
4300 Cherry Creek Dr S
Denver, Co 80246
Address

My commission expires: October 21, 2007