

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

Rocky Mountain Pipeline System, LLC grants an Environmental Covenant ("Covenant") this 23rd day of July, 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.

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WHEREAS, Rocky Mountain Pipeline System, LLC is the owner of certain property commonly referred to as Rocky Mountain Pipeline System, located at 8160 Krameria Street, Dupont, 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 Integrated Corrective Action Plan dated April 21, 2006 between the Department and Rocky Mountain Pipeline System, LLC, the Property is the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, § 25-15-301, *et seq.* ("CHWA"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting uses of the Property that could, if engaged in, lead to adverse impacts to human health or the environment; and

WHEREAS, Rocky Mountain Pipeline System, LLC 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 Rocky Mountain Pipeline System, LLC 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, Rocky Mountain Pipeline System, LLC 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 Rocky Mountain Pipeline System, LLC 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

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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 Rocky Mountain Pipeline System, LLC both retains for itself and hereby grants to the Department an irrevocable, permanent, and continuing right to enforce the following restrictions on the property:
 - a) The Property shall be used for industrial purposes only;
 - b) No stormwater detention and/or retention ponds or man-made lakes and/or ponds shall be constructed and/or otherwise located on the property;
 - c) Groundwater on the property shall not be removed by well or other means for any use, including but not limited to domestic, agricultural, and/or commercial use. For the purpose of this restriction, "groundwater" means subsurface waters in a zone of saturation that are or can be brought to the surface of the ground or to the surface waters through wells, springs, seeps or other discharge areas. This limitation shall not apply to a qualified environmental professional, obtaining groundwater samples for analysis from existing monitoring wells located on the property or other future monitoring wells installed on the property; and
 - d) There shall be no excavation activities (e.g., digging, drilling, or any other excavation or disturbance) greater than 1 foot deep within the areas defined as Tank 95-1 and Tank 2-62 on the attached drawing. There shall be no digging restrictions outside of these two defined areas.
- 2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. The 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 The 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 The 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 The 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 C.R.S. §25-15-322. Rocky Mountain Pipeline System LLC may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 9) Owner's Compliance Certification The OWNER shall submit an annual Report to the Department, on the anniversary of the date this Covenant was signed by Rocky Mountain Pipeline System, detailing the 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:

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

Environmental Covenant from Rocky Mountain Pipeline System, LLC

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Rocky Mountain Pipeline System, LLC has caused this instrument to be executed this 30th day of JULY, 2007.

Rocky Mountain Pipeline System LLC

By: Troy E. Valenzuela TROY E. VALENZUELA *MEHL*

Title: VICE-PRESIDENT - E.H. & S.

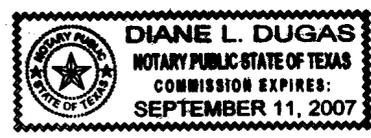
STATE OF TEXAS)
COUNTY OF HARRIS) ss:

The foregoing instrument was acknowledged before me this 30th day of July, 2007 by Troy E. Valenzuela on behalf of Rocky Mountain Pipeline System, LLC

Diane L. Dugas
Notary Public

333 Clay St., Ste. 1600
Address
Houston, Tx 77002

My commission expires: September 11, 2007



ATTACHMENT A
to
Special Warranty Deed

Property Description

All that part of the S 1/2 of Section 29, Township 2 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado described as follows:

BEGINNING at the Intersection of the West Right-of-Way of the Union Pacific Railroad and the North Line of County Road #583 as now laid out and established; thence Westerly 810.63 feet; thence Northerly at an angle of 89°47' to the last described course a distance of 2512.55 feet; thence Westerly at an angle of 89°40' to the last described course 565.25 feet to the East line of County Road #31 as now laid out and established; thence Northeasterly along the East line of said County Road #31, 111.80 feet to the intersection of said Easterly line of said County Road #31 with the North line of the South 1/2 of Section 29; thence Easterly along the North line of the South 1/2 of said Section 29, 2876.80 feet to its intersection with the West Right of Way line of the Union Pacific Railroad, thence Southwesterly along the said Westerly Right of Way line of the Union Pacific Railroad 3047.10 feet to the POINT OF BEGINNING.

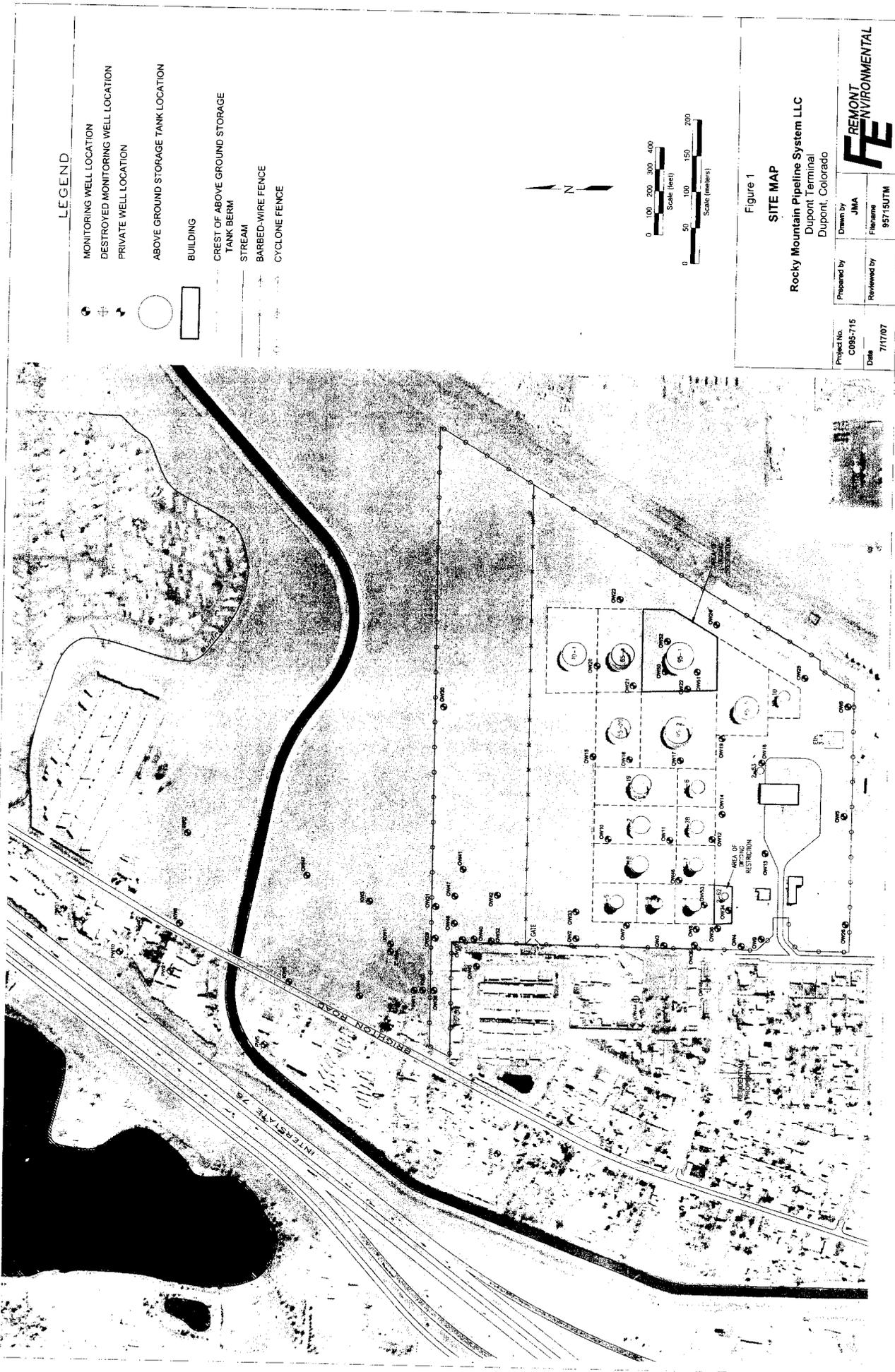
A portion of the above described land having previously been platted as Lots 1 through 48, inclusive, Block 14 and Lots 1 through 48, inclusive, Block 15, Henebry's First Addition to DuPont (Plat 3/77), County of Adams, State of Colorado

And,

A portion of the above described land, and Block 14 and a portion of Block 15, Henebry's First Addition to DuPont have since been platted as Lot 1, Block 1, DuPont Sales Terminal (F14/234), County of Adams, State of Colorado.

And together with that parcel of land as vacated under Resolution recorded May 22, 1947 in Book 336 at Page 498, County of Adams, State of Colorado.

Excepting from the above any portion lying within any public roads and streets



LEGEND

- MONITORING WELL LOCATION
- DESTROYED MONITORING WELL LOCATION
- PRIVATE WELL LOCATION
- ABOVE GROUND STORAGE TANK LOCATION
- BUILDING
- CREST OF ABOVE GROUND STORAGE TANK BERM
- STREAM
- BARBED-WIRE FENCE
- CYCLONE FENCE

Figure 1

SITE MAP

Rocky Mountain Pipeline System LLC
 Dupont Terminal
 Dupont, Colorado

Project No. C095-715	Prepared by JMA	Drawn by JMA	
Date 7/17/07	Reviewed by	File name 95715UTM	