

**VOLUNTARY CLEANUP AND REDEVELOPMENT PROGRAM
APPLICATION - SECOND ADDENDUM
FORMER GARLAND SHOPPING CENTER
WAL-MART STORE NO. 85377
10755 GARLAND DRIVE
NORTHGLENN, COLORADO**

PREPARED FOR:
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, Colorado 80233

PREPARED BY:
Ninyo & Moore
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Greenwood Village, Colorado 80111

April 7, 2015
Project No. 500557004

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Ms. Debbie Tuttle
Northglenn Urban Renewal Authority
11701 Community Center Drive
Northglenn, Colorado 80233

Subject: Voluntary Cleanup and Redevelopment Program (VCUP) Second Addendum
Former Garland Shopping Center
Wal-Mart Store No. 85377
10755 Garland Drive
Northglenn, Colorado

Dear Ms. Tuttle:

In accordance with your authorization, Ninyo & Moore has prepared this VCUP Addendum for the above-referenced site. The attached report documents the second round of injection remediation conducted at the site.

Ninyo & Moore appreciates this opportunity to be of continued service to you. If you have any questions or comments regarding this report, please call the undersigned at your convenience.

Respectfully submitted,
NINYO & MOORE



Beth McDonald, PE, PG
Senior Engineer



Lise Marie Bisson, PG
Principal Geologist
Environmental Operations Manager

BM/LMB/ceb

Distribution: (1) Addressee (electronic version)

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1. INTRODUCTION

1.1. Project Background

Northglenn Urban Renewal Authority (NURA) (Client) authorized Ninyo & Moore to conduct environmental services related to the Former Garland Shopping Center, previously located at 10755 Washington Street, Northglenn, Adams County, Colorado (site). The site is now occupied by a Walmart Neighborhood Market, located northwest of the intersection of Garland Drive and Washington Street in Northglenn. The Former Garland Shopping Center property was granted a No Action Determination by the Colorado Department of Public Health and Environment (CDPHE) in a letter dated April 29, 2013. The NAD addressed a volatile organic compound (VOC) groundwater plume. The property addressed as 10755 Washington Street was sold to Walmart and the current store was constructed.

The offsite portion of the VOC-impacted plume property is being addressed by NURA and is covered by a CDPHE-approved Voluntary Clean-up Plan (VCUP) dated March 22, 2103. The site location is presented on **Figure 1**. The VOC-impacted plume appears to be in City of Northglenn right-of-way (ROW) in Garland Drive south, of the Walmart property.

In 2012 and early 2013, Ninyo & Moore conducted a Phase I Environmental Site Assessment (ESA) and several Phase II ESAs at the site on behalf of NURA. During the Phase II ESAs, soil and groundwater samples were collected and analyzed for VOCs. Tetrachloroethylene (PCE) in groundwater, most likely from a former on-site dry cleaning facility located in the building formerly addressed as 10733 Washington Street, was reported at concentrations exceeding the CDPHE Water Standard for PCE. PCE was not detected in soil samples collected by Ninyo & Moore. The highest concentrations of PCE were detected in groundwater samples collected from onsite well MW-5 and offsite well MW-17. The locations of these monitoring wells and other borings are indicated on **Figure 2**.

Based on groundwater sampling results and the reported south-southeast direction of groundwater flow in the site area, the PCE-impacted groundwater plume has moved

downgradient and offsite. Groundwater elevation and flow direction maps are presented on **Figures 3 and 4**, and PCE concentrations in groundwater from samples collected during the most recent groundwater monitoring event in December 2014 are presented in **Figure 5**.

Due to the low levels of PCE in the groundwater samples collected closest to the former dry cleaning facility (24.2 micrograms per liter [$\mu\text{g/L}$] in SB-2), the CDPHE did not require remediation of the groundwater beneath the former dry cleaning facility, as this area is not considered to be the most severely impacted. The portion of the PCE-impacted groundwater plume beneath the southeast corner of the site and offsite in Garland Drive is the focus of remediation and monitoring.

Ninyo & Moore prepared and submitted a VCUP Application to the CDPHE. The application proposed remediation of the PCE-impacted groundwater plume beneath the southeast corner of the site and offsite in Garland Drive, only, by in-situ chemical oxidation (ISCO). The VCUP Application was approved by the CDPHE in a letter dated March 22, 2013.

Subsequently, Ninyo & Moore prepared and submitted a petition for No Action Determination (NAD) with regards to the on-site PCE-impacted groundwater plume located beneath the former dry cleaning facility, and the NAD petition was approved in a letter dated April 29, 2013. Upon the executed sale of the property to a prospective purchaser, the NAD was re-issued in the purchaser's name and released said purchaser of liability for the low-level PCE on-site plume.

1.2. Implementation of remedial action

As proposed in the VCUP Application, remedial action as subsurface chemical injection was implemented at the site. Two rounds of in-situ chemical oxidization (ISCO) injections were proposed. The first round of ISCO injections was conducted at 11 drilled locations from May 6 through May 9, 2013. The injection sub-contractor was ISOTEC and their report is included as **Appendix A**. Locations of the injection points are shown on Figure A-1 in the ISOTEC report.

1.3. VCUP Addendum 1 Summary

The VCUP Addendum 1, dated June 5, 2013, included information pertaining to the following activities:

- Details of the initial event of ISCO subsurface injection of oxidative chemicals conducted on and off the site in May 2013.
- In the CDPHE-approved application for this site, Ninyo & Moore stated that a Groundwater Monitoring Program (Monitoring Program) for the site would be submitted as an addendum to the VCUP. A proposed Monitoring Program was included in the VCUP Addendum 1 Section 3. The initial Monitoring Program proposed the following wells for periodic sampling and measurement: MW-5, MW-10, and MW-17.
- Groundwater samples were collected one week following the first injection event. The laboratory results were presented.

1.4. Groundwater Monitoring Events

Groundwater monitoring events occurred in May 2013, one week following the initial ISCO injections, November 2013, six months after the initial ISCO injections, and again in December 2014, approximately 19 months after the initial ISCO injections. In the VCUP First Addendum proposed GWMP, groundwater monitoring events were proposed 1 week, 6 months, and 18 months following the ISCO injections. The one month delay for the latest (12/2014) event was due to replacement of MW-5 with MW-5R (Ninyo & Moore, 2014).

A summary of groundwater analytical results from samples collected during the groundwater monitoring events listed above is presented on **Table 1**. During monitoring events that occurred after the initial injection event, PCE concentrations decreased in MW-5 and MW-5R; PCE concentrations in wells MW-10 and MW-17 increased from the concentrations reported for November 2013. PCE concentrations in MW-10 and MW-17 increased from below laboratory detection limits to 57 ug/l and 210 ug/L, respectively.

2. ADDITIONAL REMEDIAL ACTION

Based on the laboratory analytical results from the most recent groundwater monitoring events, the CDPHE recommended a second ISCO injection event be implemented, as proposed in the

VCUP application. The following sections detail the second ISCO injection event from March 5 through March 9, 2015.

2.1. Health and Safety Plans

Prior to mobilizing to the site, Ninyo & Moore prepared a Health and Safety Plan (HASP). The HASP discussed the potential hazards associated with the site and project activities and the measures to be taken to protect site workers from the potential hazards. In addition, ISOTEC prepared a HASP to address the handling of the chemicals. Tailgate health and safety meetings were conducted each day with site personnel prior to field work. All on-site personnel signed the HASP to acknowledge their understanding of the information contained within the HASP.

2.2. Utility Locating

Colorado 811 was notified by ISOTEC prior to the drilling activities. On February 5, 2015, ISOTEC personnel first notified Colorado 811 and contacted them weekly to be sure no changes occurred to utilities in the area prior to the proposed March 2015 injection event. Representatives from various companies marked the locations for water, gas, electricity, cable, and other underground utilities. A representative from the City of Northglenn confirmed the water and sewer line locations.

2.3. Right-of-Way Permit

The eleven (11) injection points for the ISCO injections were located within Garland Drive. The subcontract drilling company, Vironex, obtained a ROW Permit from the City of Northglenn Public Works Department.

2.4. Traffic Plan

As the injection points for the ISCO injections were located within Garland Drive, a Traffic Plan was prepared by Advanced Traffic Services LLC (ATS). ATS provided the required manpower and signage for lane closures along Garland Drive.

2.5. Access Permit on Private Property

The adjacent Miller Property, located at 10701 Washington Street, was used as a staging area for equipment and chemical storage. On behalf of NURA and ISOTEC, Ninyo & Moore obtained an access agreement to perform the required work. A copy of the Access Agreement is included as **Appendix B**.

2.6. Subsurface Injection

On March 5, 2015, personnel from Ninyo & Moore, ISOTEC and Vironex mobilized to the site to conduct the subsurface injection event. Between March 5 and March 9, 2015, a total of 11 injection points were advanced using direct-push technology (DPT). A brief report prepared by ISOTEC is included as Appendix A.

The location of the treatment area and the injection points are presented on **Figure A-1** of Appendix A. At each location, the first five feet were hand-augered to minimize potential damage to subsurface utility lines. Each point was drilled by DPT to 30 or 31 feet below ground surface (bgs). The injections intervals were 23-29 feet bgs in Injection Point 2I-8, and 23-31 bgs in the 10 remaining injection points. The type and quantity of each chemical injected, the flow rate, pressure range and other field observations are included on **Table A-1** of Appendix A.

In total, 840 gallons of hydrogen peroxide (H₂O₂), 995 gallons of catalyst, and 570 gallons of persulfate were injected into the subsurface.

2.7. Abandonment of Monitoring Well MW-17

During the ISCO injections activities, Ninyo & Moore discovered monitoring well MW-17 was destroyed. This well was originally installed during investigation and remediation of the Miller Property (Figure 2). As the well was not properly abandoned, Vironex completed the abandonment.

3. GROUNDWATER MONITORING PROGRAM

Based on the previously proposed Monitoring Program, the following schedule will be adhered to: groundwater measurement and sampling will be conducted approximately 6 months and 18 months after the date of the second ISCO injection event. Therefore, approximate dates for the next groundwater monitoring events are September 2015 and September 2016.

4. DISCUSSION AND RECOMMENDATIONS

Ninyo & Moore recommends the replacement of groundwater monitoring well MW-17 with a new groundwater monitoring well, MW-17R. Ninyo & Moore recommends the Proposed Groundwater Monitoring Program be implemented to include MW-17R.

5. LIMITATIONS

The environmental services described in this report have been conducted in general accordance with current regulatory guidelines and the standard-of-care exercised by environmental consultants performing similar work in the project area. Variations in site conditions may exist and conditions not observed or described in this report may be encountered during subsequent activities. Please also note that this study did not include an evaluation of geotechnical conditions or potential geologic hazards.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires any additional information, or has questions regarding content, interpretations presented, or completeness of this document.

Ninyo & Moore's opinions and recommendations regarding environmental conditions, as presented in this report, are based on limited subsurface assessment and chemical analysis. Further assessment of potential adverse environmental impacts from past on-site and/or nearby use of hazardous materials may be accomplished by a more comprehensive assessment. The samples collected and used for testing, and the observations made, are believed to be

representative of the area(s) evaluated; however, conditions can vary significantly between sampling locations. Variations in soil and/or groundwater conditions will exist beyond the points explored in this evaluation.

The environmental interpretations and opinions contained in this report are based on the results of laboratory tests and analyses intended to detect the presence and concentration of specific chemical or physical constituents in samples collected from the subject site. The testing and analyses have been conducted by an independent laboratory which is accredited by the EPA or applicable state certification programs to conduct such tests. Ninyo & Moore has no involvement in, or control over, such testing and analysis. Ninyo & Moore, therefore, disclaims responsibility for any inaccuracy in such laboratory results.

Our conclusions and opinions are based on an analysis of the observed site conditions. It should be understood that the conditions of a site can change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is certified to, can be relied upon by, and has been prepared for the exclusive use of the following entities: City of Northglenn, Northglenn Urban Renewal Authority, and their respective successors, assigns, affiliates, and subsidiaries.

6. REFERENCES

- Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Table 1. Colorado Soil Evaluation Values, July 2011.
- Ninyo & Moore, 2012, Limited Phase II Environmental Assessment Report, Garland Shopping Center, dated August 17.
- Ninyo & Moore, 2012, Phase I Environmental Site Assessment Report, Garland Shopping Center, Northglenn, Colorado, dated July 18.
- Ninyo & Moore, 2013, Voluntary Clean-up Program Application, Garland Shopping Center, Proposed Retail Grocery Store, Northglenn, Colorado, dated February 22.
- Ninyo & Moore, 2013, Voluntary Clean-up and Redevelopment Program Application Addendum, Former Garland Shopping Center, Proposed Walmart Store No. 85377, Northglenn, Colorado, dated June 5.
- Ninyo & Moore, 2015, Voluntary Clean-up and Redevelopment Program, Groundwater Monitoring Report, Former Garland Shopping Center, dated January 16.
- Trimble, Donald E., 1980, The Geologic Story of the Great Plains, Geological Survey Bulletin 1493.
- United States Geological Survey, Eastlake, Colorado for 1957, 1965, 1965 (photorevised 1971), 1965 (photorevised 1980), 1965 (revised 1994), and 2010: 7.5-minute Series (Topographic), Various Scales

TABLE

TABLE 1

SUMMARY OF GROUNDWATER SAMPLE ANALYTICAL RESULTS																		
Sample ID:		MW-5	MW-5	MW-5	MW-5R*	MW-9	MW-10	MW-10	MW-10	MW-10	MW-10	MW-17	MW-17	MW-17	MW-17	MW-17	MW-17	CDPHE Groundwater Quality Standard
Date Sampled:	Units	9/26/12	5/17/13	11/22/13	12/3/14	12/23/14	11/8/12	5/17/13	11/22/13	12/3/14	12/23/14	11/8/12	1/25/13	5/17/13	11/22/13	12/3/14	12/23/14	
Volatile Organic Compounds (VOCs)																		
Chloroform	µg/l	<0.38	0.68J	<0.25	<1.0	<1.0	<0.38	<0.38	<0.25	<1.0	<1.0	<2.0	<0.38	<0.38	<0.25	<1.0	<1.0	3.5
cis-1,2-Dichloroethylene	µg/l	0.71J	<0.47	<0.30	<1.0	<1.0	0.66J	0.98	<0.30	1.7	<1.0	<1.0	2.0	2.0	<0.30	<1.0	<1.0	70
Napthalene	µg/l	NA	NA	NA	15	<2.0	NA	NA	NA	<2.0	<2.0	NA	NA	NA	NA	<2.0	<2.0	140
1,2,4-Trimethylbenzene	µg/l	NA	NA	NA	7.6	<2.0	NA	NA	NA	<2.0	<2.0	NA	NA	NA	NA	<2.0	<2.0	NE
trans-1,2-Dichloroethylene	µg/l	<0.36	<0.36	<0.83	NA	<1.0	<0.36	<0.36	<0.83	NA	<1.0	<2.0	0.64J	0.40J	<0.83	<1.0	<1.0	100
Tetrachloroethylene	µg/l	60.7	<0.42	19.2	<1.0	<1.0	8.4	9.5	<0.28	57	45	121	183	179	<0.28	210	210	17
Trichloroethylene	µg/l	1.4J	<0.41	<0.25	<1.0	2.1	0.69J	0.62J	<0.25	2.4	<2.1	<2.0	3.6	3.5	<0.25	3.4	3	5

Notes:

MW-5R was installed on 12/2/2014, and replaced MW-5 (destroyed during construction).

VOCs were analyzed by EPA Method 8260B.

NE= Not established

NA= Not analyzed

µg/l = micrograms per liter

<x = below laboratory reporting limit

BOLD incates concentration is above the laboratory detection level.

BOLD and shaded indicates concentration is above the CDPHE Groundwater Quality Standard.

J indicates an estimated value above the method detection limit but below the reporting limit.

FIGURES



Source: Macvan Map Company, Denver Metro Edition, Colorado, 2010.

0 1900

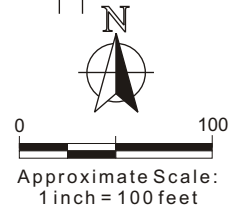
Approximate Scale:
1 inch = 1900 feet

Note: Dimensions, directions, and locations are approximate.

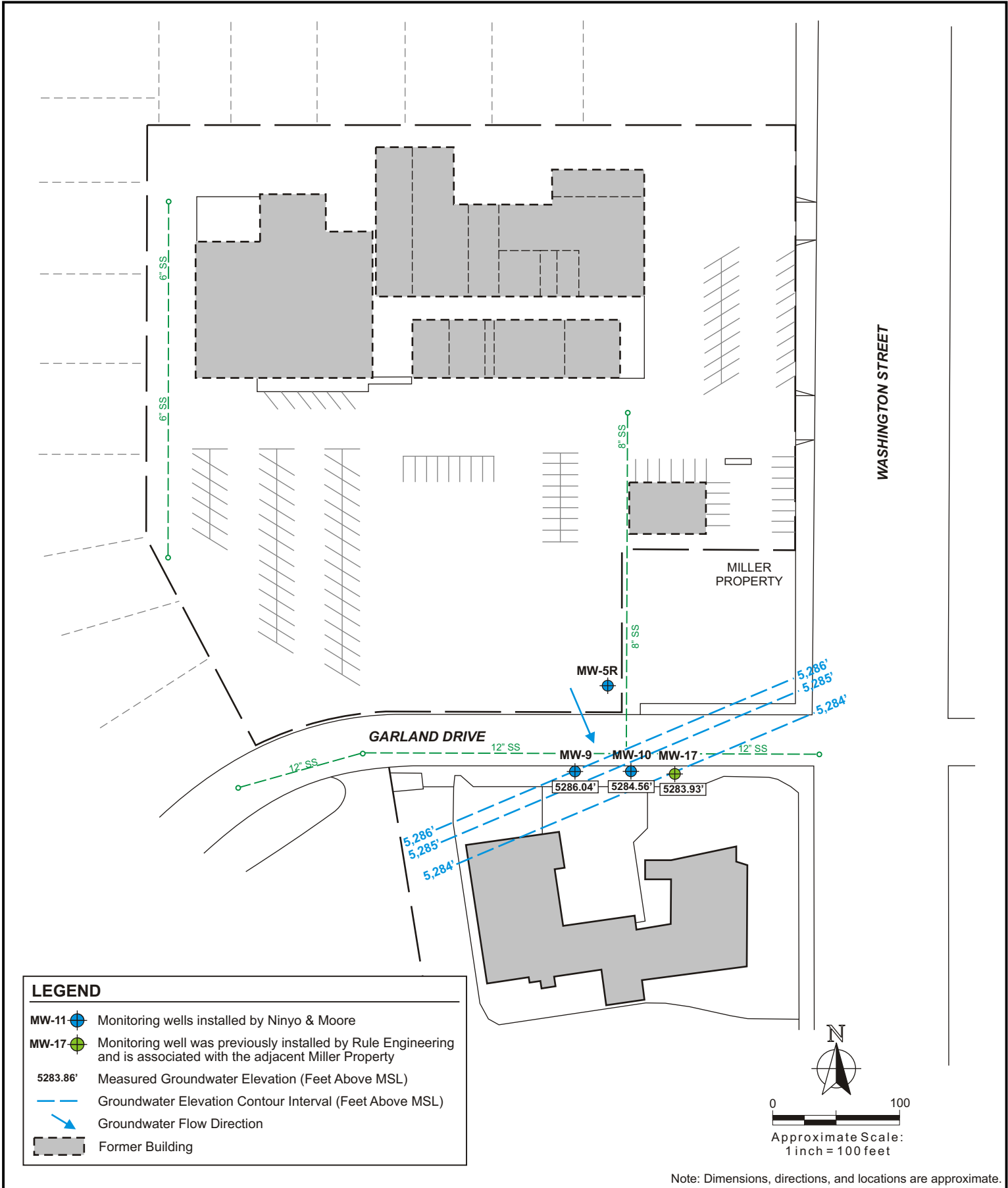
		SITE LOCATION		FIGURE
		FORMER GARLAND SHOPPING CENTER 10755 WASHINGTON STREET NORTHGLEN, COLORADO		1
PROJECT NO: 500557004	DATE: 1/15			



LEGEND	
MW-9	Monitoring wells were installed by Ninyo & Moore.
MW-17	Monitoring well installed by others for Miller Property. Abandoned by others prior to March 2015.
	Former Building



Ninyo & Moore		SITE PLAN	FIGURE
PROJECT NO: 500557004	DATE: 3/15	FORMER GARLAND SHOPPING CENTER 10755 WASHINGTON STREET NORTHGLENN, COLORADO	2



LEGEND

- MW-11 Monitoring wells installed by Ninyo & Moore
- MW-17 Monitoring well was previously installed by Rule Engineering and is associated with the adjacent Miller Property
- 5283.86' Measured Groundwater Elevation (Feet Above MSL)
- Groundwater Elevation Contour Interval (Feet Above MSL)
- Groundwater Flow Direction
- Former Building

N

Approximate Scale:
1 inch = 100 feet

Note: Dimensions, directions, and locations are approximate.

Ninyo & Moore		GROUNDWATER ELEVATION CONTOURS - 12/03/2014	FIGURE 3
PROJECT NO: 500557004	DATE: 1/15	FORMER GARLAND SHOPPING CENTER 10755 WASHINGTON STREET NORTHGLENN, COLORADO	



LEGEND

- MW-11 Monitoring wells installed by Ninyo & Moore
- MW-17 Monitoring well was previously installed by Rule Engineering and is associated with the adjacent Miller Property
- 5283.48' Measured Groundwater Elevation (Feet Above MSL)
- Groundwater Elevation Contour Interval (Feet Above MSL)
- Groundwater Flow Direction
- Former Building

N

Approximate Scale:
1 inch = 100 feet

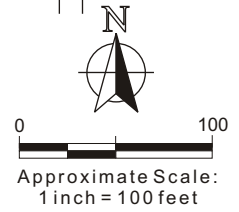
Note: Dimensions, directions, and locations are approximate.

Ninyo & Moore		GROUNDWATER ELEVATION CONTOURS - 12/23/2014	FIGURE 4
PROJECT NO: 500557004	DATE: 1/15	FORMER GARLAND SHOPPING CENTER 10755 WASHINGTON STREET NORTHGLENN, COLORADO	



LEGEND

- 210 $\mu\text{g/L}$ PCE concentration in micrograms per Liter.
- NS Not Sampled
- MW-11 Monitoring wells were installed by Ninyo & Moore
- MW-17 Monitoring well was previously installed by Rule Engineering and is associated with the adjacent Miller Property.
- Former Building



Note: Dimensions, directions, and locations are approximate.

Ninyo & Moore		PCE CONCENTRATIONS IN GROUNDWATER - 12/23/2014	FIGURE 5
PROJECT NO: 500557004	DATE: 1/15	FORMER GARLAND SHOPPING CENTER 10755 WASHINGTON STREET NORTHGLENN, COLORADO	

APPENDIX A
ISOTEC REPORT

**TABLE A-1
SECOND EVENT INJECTION LOG**

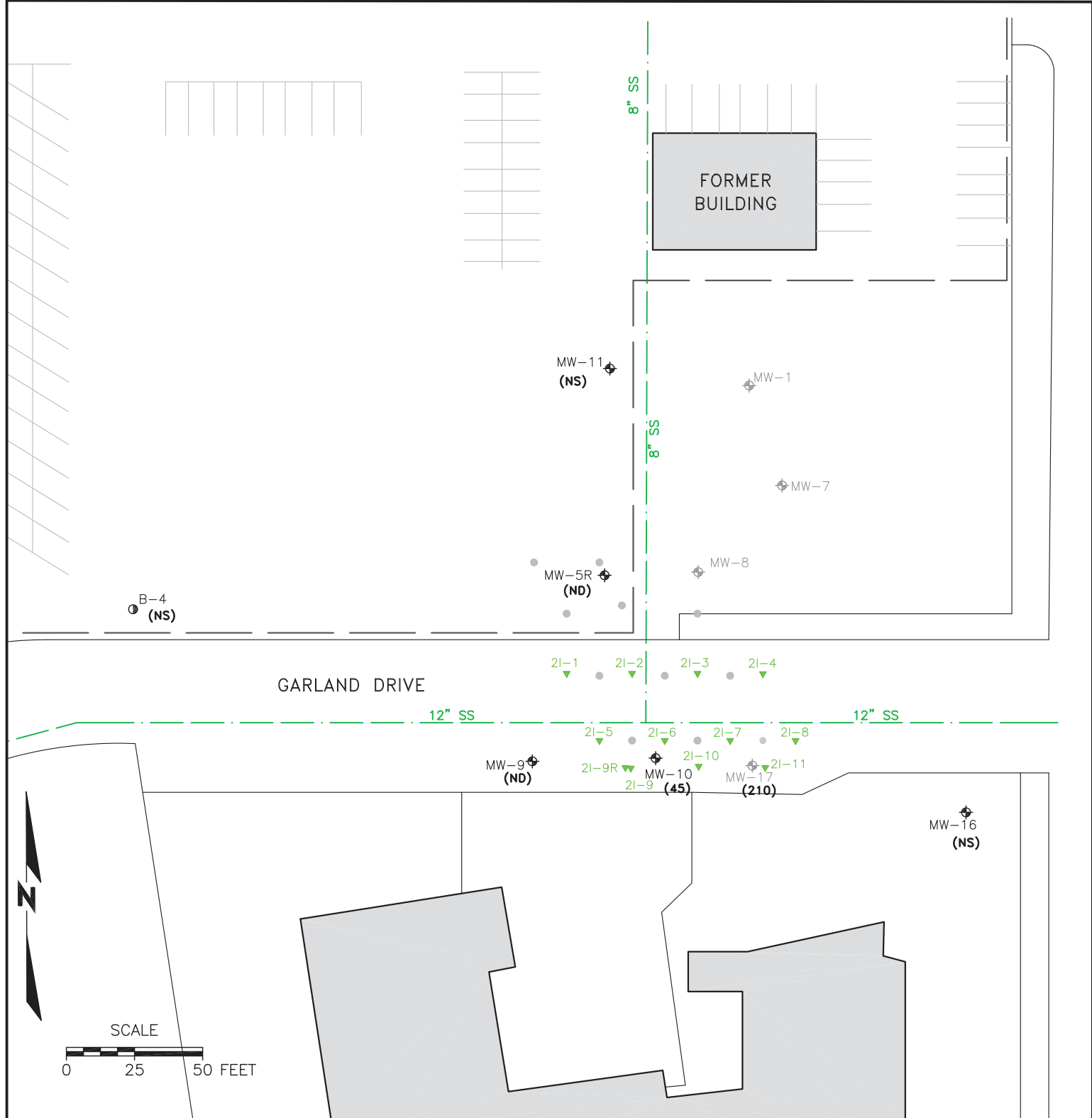
Garland Shopping Center
10733 Washington Street
Northglenn, Colorado

Inj. Date	Injection Point	Injection Interval (feet bgs)	ISOTEC REAGENT				FIELD OBSERVATIONS		
			10% H ₂ O ₂ (gallons)	Catalyst (gallons)	10% Persulfate (gallons)	Total (gallons)	Flow Rate (gpm)	Pressure (psi)	Notes (surfacing, refusal, pressure or flow rate changes, etc.)
3/5/15	2I-1	23-31	100	100	100	300	2.5-3.5	20-40	
	2I-2	23-31	25	100	0	125	2.5-3.5	20-40	Surfaced 35 feet northwest at former MW-8
	2I-3	23-31	20	100	0	120	2.0-3.5	0-25	Surfaced at rod annulus
	2I-4	23-31	40	100	0	140	2.5-3.5	15-35	Surfaced 35 feet northeast at former MW-8
3/6/15	2I-5	23-31	100	95	100	295	2.0-2.5	5-40	Surfaced 3 feet southeast
	2I-7	23-31	200	150	100	450	2.0-2.5	5-40	
	2I-8	23-29	50	50	0	100	2.0-2.5	20-40	Refusal at 29 feet bgs; Surfaced at rod annulus
3/9/15	2I-6	23-31	100	100	100	300	2.0-2.5	0-45	
	2I-9	23-31	0	0	0	0	0	100	Unable to inject due to high pressure
	2I-9R	23-31	100	50	70	220	2.0-2.5	20-60	Surfaced at rod annulus
	2I-10	23-31	5	50	0	55	2.0-2.5	40-100	Stopped injection due to high pressure
	2I-11	23-31	100	100	100	300	2.0-2.5	10-30	
FIRST EVENT REAGENT TOTAL			840	995	570	2,405			

Notes

Injection locations 2I-1 through 2I-4 were moved 1 foot north for health and safety reasons (traffic)

Injection location 2I-9R was installed 2 feet west of 2I-9



LEGEND

- ◆ Groundwater Monitoring Well
- ◆ Abandoned Groundwater Monitoring Well
- 57 PCE Concentration in micrograms per liter (Wells Sampled on 12-23-2014)
- First Event Injection Locations
- ▼ Second Event Injection Location

<p style="font-size: small;">In-Situ Oxidative Technologies, Inc.</p> <p style="font-size: large; font-weight: bold; margin: 0;">ISOTEC</p> <p style="font-size: x-small; margin: 0;">6452 Fig Street, Suite C Arvada, Colorado 80004 www.insituoxidation.com (303) 843-9079</p>		
<p style="font-weight: bold; margin: 0;">SECOND EVENT INJECTION LOCATION MAP ISCO REMEDIATION PROGRAM Garland Shopping Center 10733 Washington Street Northglenn, Colorado</p>		
DRAWN BY: MU	DATE: 3/11/2015	<p style="font-weight: bold; border: 1px solid red; padding: 2px;">FIGURE A-1</p>
CHECKED BY: SH	PROJECT NO: 901154	

Note: Base Map provide by Ninyo & Moore

APPENDIX B

ACCESS AGREEMENT FOR MILLER PROPERTY

REVOCABLE AND NONEXCLUSIVE ACCESS LICENSE

1. **ACCESS.** The Northglenn Urban Renewal Authority (hereinafter referred to as Licensee), is hereby permitted access onto property of Gerald V. Miller ("Owner") located at 10701 Washington Street, Northglenn, Colorado, more particularly described as SUB:NORTHGLENN SECOND FILING BLK:37 DESC: THE E 125 FT OF THE S 125 FT OF LOT 15 (the "Property") to perform investigation, remediation, groundwater monitoring and other work associated therewith relating to tetrachloroethelene ("PCE") contamination for which Licensee is legally responsible (the "Work"). The access granted herein is nonexclusive and is completely revocable by the Owner at any time at the Owner's sole discretion. The Licensee agrees that all Work conducted by Licensee shall be performed in accordance with the terms and conditions set forth herein.

2. **SPECIAL CONDITIONS OF ACCESS.** Licensee agrees to the following terms of access specifically applicable to the work to be performed by Licensee at the Property under this License, in addition to all other general terms and conditions set forth herein.
 - a. At least twenty days prior to conducting any Work on the Property, Licensee shall provide Owner with a written work plan for the proposed Work and written notice of the date of the proposed Work. Licensee shall not enter the Property until such work plan and notice is provided to Owner and Owner has approved the date, location and conduct of such Work, which approval shall not be unreasonably withheld.
 - b. If Licensee's Work in any way disturbs the condition of the Property, Licensee shall, upon completion of the activities, restore the Property to the condition that existed prior to the commencement of any activities by Licensee, its agents or contractors under this License.
 - c. Any well installed by Licensee on the Property shall be finished at or below ground surface and shall be locked at all times, except as needed to perform the Work. No well shall be abandoned without prior consultation with the Owner. Licensee agrees to relocate any or all monitoring wells it may install on the Owner's property upon request to do so by the Owner, in the Owner's sole discretion. All borings and wells advanced by Licensee shall be plugged and closed in accordance with regulations and guidelines adopted by the Colorado State Engineer within sixty (60) days after (i) Licensee's receipt of a no action determination/no further action/clean closure letter from the regulatory agency having applicable authority, or (ii) termination of this License by the Owner.
 - d. Licensee shall furnish copies of all final analytical results to the Owner within ten business days of receipt by Licensee. Licensee shall also furnish to the Owner copies of all permits, well construction/completion forms and drawings, and well permits within ten business days of receipt of same by Licensee.

- e. Licensee shall take all necessary precautions to avoid the occurrence of cross-contamination among wells or across hydrologic units resulting from Licensee's access and work under this License. Licensee agrees to be solely responsible for all damages arising in relation to any such cross-contamination caused by Licensee.
 - f. Licensee shall develop and implement an appropriate Site Health and Safety Plan and shall conduct all aspects of the Work in accordance with all applicable laws, regulations and ordinances including without limitation all Colorado Department of Public Health and Environment, U.S. EPA and OSHA requirements and guidelines for hazardous waste sites, and shall utilize OSHA trained and certified hazardous waste site workers and managers as appropriate.
 - g. Licensee agrees to assume all liability for, and legal title to, all waste materials generated by Licensee in the course of Licensee's Work under this License. Licensee shall use best efforts to minimize the volume of wastes generated during its Work, and shall properly handle, containerize, manage and dispose of all such wastes. Licensee shall not take any action with respect to such wastes that may cause any alteration in the chemical, physical or biologic nature or characteristics of the wastes while the wastes are on the Property. Licensee shall remove all wastes generated as a result of Work from the Property on or before the expiration date of this License or any subsequent extension or renewal thereof.
 - h. Licensee shall afford an opportunity to the Owner's designated contractor to collect split or duplicate samples and measurements at the time of access.
 - i. Licensee shall not damage, destroy or harm the Property or any improvements thereon, including utilities located upon the Property. Licensee agrees to be solely responsible for locating underground and overhead utilities, and for all damages resulting from any contact with or destruction of such utilities.
 - j. Licensee shall provide and obtain all notices, permits, licenses, or approvals required by any governmental or quasi-governmental entity prior to commencing activities on the Property. Any required manifest, license or permit shall be issued in Licensee's name. Any activity conducted by Licensee, its agents or contractors pursuant to the terms of this License shall be deemed to be taken only on Licensee's behalf and not as agent for any other party.
3. **COSTS**. All costs and expenses of the Work conducted by Licensee under this License, and of all Work conducted by, through or under Licensee, shall be at the sole cost and expense of Licensee.
4. **INDEMNIFICATION**. Licensee agrees to indemnify, save and keep the Owner, its officers, employees and agents, harmless from any and all claims, damages, liability, losses, actions, suits or judgments whatsoever which may be presented, sustained, brought or


claimed against the Owner or any of its partners, employees and agents, which arise out of, directly or indirectly, Licensee's operations in connection herewith; any Work performed by Licensee, Licensee's contractors and subcontractors; or occupancy of any portion of the Property by Licensee, Licensee's contractors and subcontractors.

5. **COMPLIANCE WITH LAWS.** The Licensee and all persons performing work by, through or under Licensee shall, while it is performing work under this License, observe and comply with all local, Colorado and federal laws which in any manner limit, control or apply to the Work. Licensee agrees to pay any and all fines, assessments and fees related to the Work.
6. **LIENS.** Licensee agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with the Work and that it will not allow the same to become delinquent and will not allow any lien, mortgage, judgment or execution to be filed against the Property or improvements thereon.
7. **INSURANCE.** Licensee's contractors, subcontractors and agents conducting any activity on the Property shall maintain insurance that will, at a minimum, protect Licensee, any agent or contractor, and Owner from claims that may arise out of or result from any activity on the Property. Prior to conducting any activities on the Property, Licensee shall provide or cause its agents and contractors to provide to Owner Certificates of Insurance demonstrating that the minimum coverage set forth below is maintained in full force and effect and that Owner is an additional insured on policies providing the coverages in b., c. and d.:
 - a. Claims under workers' compensation, disability benefits and other similar employee benefits acts;
 - b. Claims up to one million dollars for bodily injury, disease or death of the contractor's employees or other persons;
 - c. Claims up to one million dollars for property damages; and
 - d. Claims up to one million dollars for bodily injury or death of any persons, or for property damage arising out of the ownership, maintenance or use of any motor vehicle.
8. **TERM.** This License shall commence upon execution and terminate upon any of the following events:
 - a. Revocation or termination of this Agreement by Owner with prior written notice; or
 - b. 60 days after receipt of a no action determination/no further action/clean closure letter from the regulatory agency having applicable authority.

9. **NOTICES.** Notice shall be made by first class mail, certified or registered with return receipt requested, by overnight delivery by a reputable courier, by fax or e-mail electronic transmission or by personal delivery. Delivery shall be deemed complete three days after deposit in the U.S. Mail, one day after deposit with an overnight courier or immediately upon fax or e-mail electronic transmission or personal delivery. The addresses and persons to whom notice is to be given are as set forth below the signatures to this License. Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.
13. **AUTHORITY TO EXECUTE.** The person signing for the Licensee warrants that he or she has the complete authority to sign on behalf of and bind the Licensee.
14. **SEVERABILITY.** In the event that any portion of this Agreement is determined by a court to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in force.
15. **SURVIVAL.** The provisions of paragraphs 2 through 7 herein shall survive termination of this Agreement.

THIS LICENSE is executed this 6th day of May, 2013.

OWNER
GERALD V. MILLER



Gerald V. Miller
 Lincoln Center, Suite ~~102~~ 214
 10250 SW Greenburg Rd
 Portland, OR 97223
 Millergeraldv@aol.com

Copy notices to:
 Scott Clark, Esq.
 Burns, Figa & Will, P.C.
 Suite 1000
 6400 S. Fiddlers Green Cir.
 Greenwood Village, CO 80112
sclark@bfiwlaw.com
 Fax: 303-796-2777

LICENSEE
NORTHGLENN URBAN RENEWAL
AUTHORITY

By:  _____

Title: Exec Director _____

11701 Community Center Dr.
 Northglenn, CO 80233-1099
 Email: dtuttle@northglenn.org
 Fax: 303-450-8798

Copy notices to:

Beth McDonald

From: Scott Clark <sclark@bfwlaw.com>
Sent: Tuesday, February 17, 2015 4:04 PM
To: Beth McDonald
Subject: RE: Miller property access

Beth:

Mr. Miller approves access, pursuant to the Revocable and Nonexclusive Access License granted to Northglenn Urban Renewal Authority, for the injection subcontractor to park its trucks on Mr. Miller's property during the February 25-27, 2015 work. Please send me appropriate Certificates of Insurance prior to the work.

Scott A. Clark, Esq.
Burns, Figa & Will, P.C.
303-796-2626

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From: Beth McDonald [<mailto:bmcDonald@ninyoandmoore.com>]
Sent: Tuesday, February 17, 2015 1:40 PM
To: Scott Clark
Subject: Miller property access

Hi Scott,

I want to let you know that we had to shift our dates by a week for the Northglenn remediation project. Everything else is the same, but we are planning to work out there Wed, Feb 25-Fri, Feb 27.

Do you need any additional information from me?

Beth McDonald, P.E., P.G.
Senior Engineer
Ninyo & Moore
Geotechnical & Environmental Sciences Consultants
6001 South Willow Drive, Suite 195
Greenwood Village, Colorado 80111
(303) 629-6000 (x11902)
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