

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Case No.

STATE OF COLORADO,

Plaintiff,

v.

MOLSON COORS BREWING COMPANY,  
ROCHE COLORADO CORPORATION,  
THE S.W. SHATTUCK CHEMICAL COMPANY, INC.  
CONOCOPHILLIPS COMPANY,  
THE GATES CORPORATION,  
ALUMET PARTNERSHIP,  
SHELL OIL COMPANY,  
HAZEN RESEARCH, INC.,  
CYPRUS AMAX MINERALS COMPANY,  
METRO WASTEWATER RECLAMATION DISTRICT, COLORADO,  
CITY OF LITTLETON, COLORADO,  
CITY OF ENGLEWOOD, COLORADO, and  
CITY OF LAKEWOOD, COLORADO, et al.

Defendants.

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Consent Decree For Generator Defendants — Colorado Natural Resources  
Related to Lowry Landfill

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The State of Colorado (the “State”), through its trustees for natural resources (“Trustees”), asserts in this civil action that defendants are liable for damages resulting from injuries to natural resources, held in trust by the State, resulting from conditions at the Lowry

Landfill Superfund site in Colorado. The State filed the complaint in this matter against the Generator Defendants, the group of defendants defined in Paragraph III.A. below, and others, under Section 107(a)(4)(C) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607(a)(4)(C) (2009) (CERCLA).

The State and the Generator Defendants reached a settlement prior to the filing of the State's complaint. This Consent Decree, which embodies that settlement, was filed simultaneously with the State's complaint. Generator Defendants have not yet answered the complaint.

The Court finds that the settlement of the State of Colorado's natural resource damage claims set forth in this Consent Decree has been negotiated by the Parties in good faith and is entered into without an admission or adjudication of any issues of fact or law. The Court finds that the settlement embodied in this Consent Decree will expedite the restoration or replacement of natural resources. The Court also finds that the settlement embodied in this Consent Decree is fair, reasonable, consistent with CERCLA, in the public interest, and will avoid prolonged, complicated and expensive litigation.

Therefore, the Court hereby ORDERS, ADJUDGES AND DECREES:

*I. Definitions*

Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning there assigned to them. Whenever terms listed below are used in this Consent Decree, the following definitions apply.

1. “Assessment Costs” means all costs that the State has paid or may pay in the future in connection with the State’s assessment of Natural Resource Damages.

2. “Lowry Landfill” means the Lowry Landfill Superfund Site, encompassing approximately five hundred eight (508) acres, located in an unincorporated area of Arapahoe County, Colorado, near the intersection of East Hampden Avenue and Gun Club Road. Lowry Landfill consists of the western three-quarters of Section 6, Township 5 South, Range 65 West, and extends northward into the extreme southern portion of Section 31, Township 4 South, Range 65 West, as generally depicted on the map attached hereto as Exhibit “B.” The street address for Lowry Landfill is 3500 South Gun Club Road, Denver, Colorado.

3. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*, as amended.

4. “Colorado Natural Resource” or “Colorado Natural Resources” means land, resident and anadromous and catadromous fish and shellfish, resident and migratory wildlife, biota, air, water, ground water, sediments, wetlands, drinking water supplies, and other resources and supporting ecosystems, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the State.

5. “Natural Resource Damages” means any damages recoverable by the Trustees and the State on behalf of the public for injury to, destruction of, or loss or impairment of Colorado Natural Resources resulting, in whole or in part, from a release of hazardous substances at, on, from, or related to Lowry Landfill. “Natural Resource Damages” include but are not limited to past, present, and future: (i) costs of planning restoration, rehabilitation, or replacement activities; (ii) costs of restoration, rehabilitation, or replacement of injured or lost

natural resources or of acquisition of equivalent resources; (iii) Assessment Costs; and (iv) compensation for injury, destruction, loss, impairment, diminution in value, or loss of use of natural resources. “Natural Resource Damages” also include each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

6. “Parties” means the State and the Generator Defendants.

7. “Record of Decision” or “ROD” means the March 10, 1994 decision document by the United States Environmental Protection Agency (“EPA”) and the State that presented the remedial action decision for the Lowry Landfill Superfund Site, along with subsequent amendments, explanations of significant differences, and other EPA-endorsed modifications.

## *II. Background*

Lowry Landfill was for many years a municipal and industrial landfill. In 1964, Lowry Landfill was created by the federal government’s conveyance of all or portions of the former Lowry Bombing Range to the City and County of Denver. From 1965 through 1980, Lowry Landfill served as the principal industrial and municipal waste landfill for the Front Range of Colorado. Lowry Landfill received liquid and solid waste from industrial, municipal and other sources throughout this period. Subsequent to 1980 and until 1990, Lowry Landfill operated only as a solid waste disposal site.

Lowry Landfill is listed on the National Priorities List maintained by EPA pursuant to CERCLA. 40 C.F.R. Part 300 Appendix B (2009). Lowry Landfill was placed on the National Priorities List through publication in the Federal Register on September 21, 1984. 49 Fed. Reg. 37083. Lowry Landfill is National Priorities List site No. COD980499248.

The City and County of Denver has owned Lowry Landfill since 1965, and operated Lowry Landfill for many years beginning in 1965. From 1980 to 1990, Lowry Landfill was operated by Waste Management of Colorado, Inc.

In its remedial investigation for Lowry Landfill, EPA identified many potentially responsible parties, including the Generator Defendants named in this Consent Decree. EPA estimates that more than 138 million gallons of industrial and other wastes were disposed at Lowry Landfill. EPA assembled a volumetric share, waste-in list for the landfill, as shown in Exhibit "A" to this Consent Decree. EPA's waste-in list is the basis for the allocation of the individual settlement amounts contained in this Consent Decree.

EPA's investigation at Lowry Landfill established the presence of hazardous substances in the groundwater, surface water, soils and sediments, and remediation began in the mid-1980s. Cleanup at the site continued under the ROD. Remediation is ongoing at Lowry Landfill today under the active oversight of EPA and the State of Colorado. Operation and maintenance of the remedy at Lowry Landfill are expected to continue for many years.

The purpose of the remedy at Lowry Landfill is to protect human health and the environment. The remedy addresses contaminated groundwater by containment and collection at the eastern and northern boundaries of the landfill, and treatment utilizing an onsite treatment plant and offsite Publicly Owned Treatment Works. The groundwater under the landfill mass continues to contain hazardous substances in quantities that exceed drinking water standards established for Colorado.

The natural resource trustees for the State of Colorado are the Executive Director of the Colorado Department of Public Health and Environment, the Executive Director of the Colorado

Department of Natural Resources, and the Colorado Attorney General. The Governor of Colorado designated the Trustees in a letter from Governor Roy Romer to Mr. Robert Stewart of the U.S. Department of the Interior dated July 19, 1990.

The State, acting through the Trustees, notified fourteen entities in 2009 that the State intended to assert Natural Resource Damages claims under CERCLA against those entities. The State told these entities that it intended to recover damages for injuries it alleged to Colorado Natural Resources related to Lowry Landfill. A subgroup of those entities, the Generator Defendants, then entered into discussions with the State concerning this settlement of the State's potential claims. The State and the Generator Defendants settle the State's claims against the Generator Defendants in this Consent Decree.

This Consent Decree finally resolves all claims for Natural Resource Damages among the State and the Generator Defendants.

### *III. Settlement*

A. *Parties bound; the State and the Generator Defendants.* This Consent Decree binds the State, acting in this matter through its Trustees. This Consent Decree binds and inures to the benefit of the Generator Defendants and their successors.

The Generator Defendants are Molson Coors Brewing Company, formerly Adolph Coors Company; Roche Colorado Corporation, successor to Syntex Chemicals, Inc.; The S.W. Shattuck Chemical Company, Inc.; ConocoPhillips Company, formerly known as Conoco, Inc.; The Gates Corporation, as successor by merger to The Gates Rubber Company; Alumet Partnership; Shell Oil Company; Hazen Research, Inc.; Cyprus Amax Minerals Company; Metro Wastewater Reclamation District, formerly the Metropolitan Denver Sewage Disposal

District No. 1; The City of Littleton and the City of Englewood, and for the benefit of South Englewood Sanitation District #1, Southgate Sanitation District, Grant Water and Sanitation District, Greenwood Village Sanitation District, South Arapahoe Sanitation District, The City of Cherry Hills Village, Cherry Hills Village Sanitation District, Country Homes Metro. Sanitation District, Cherryvale Sanitation District, Cherry Hills Sanitation District #1, Cherrymore South Water & Sanitation District, Cherry Hills Rancho Water & Sanitation Dist., Cherryridge Water & Sanitation District, Cherry Hills Heights Sanitation District, Bow Mar Sanitation District, Columbine Valley Sanitation District, Ken Caryl Ranch Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation District, Roxborough Park Metropolitan District, The City of Sheridan, Sheridan Sanitation District #1, and Southwest Metropolitan Water and Sanitation District and Valley Sanitation; and the City of Lakewood and for the benefit of the Bonvue Water and Sanitation District, the Daniels Sanitation District, the South Lakewood Sanitation District, and the Lakewood Board of Water and Sewer Commissioners.

B. *Jurisdiction and venue.* The Court finds, and the Parties agree, that the Court properly exercises subject matter jurisdiction in this action pursuant to federal question jurisdiction, 28 U.S.C. § 1331 (2009), and CERCLA, 42 U.S.C. § 9613(b) (2009). The Court finds, and the Parties further agree, that venue is proper in this Court pursuant to 28 U.S.C. § 9613(b) (2009) because the injuries to Colorado Natural Resources asserted to have taken place occurred within the District of Colorado.

For purposes of this litigation only, each Party agrees and consents to this Court's exercise of personal jurisdiction over it. The Parties consent to and support the approval and

entry of this Consent Decree by the Court. The Parties further agree not to challenge this Court's jurisdiction to enforce this Consent Decree.

C. *Full settlement of all claims concerning Colorado Natural Resources related to Lowry Landfill.* The Trustees act in this case on behalf of the public as trustees for all Colorado Natural Resources, including supporting ecosystems. The matters addressed in this Consent Decree include all claims for Natural Resource Damages.

This Consent Decree addresses and settles all claims (i) against the Generator Defendants, and their respective successors-in-interest, (ii) for any claim or liability under CERCLA or applicable federal or state law or common law for Natural Resource Damages, (iii) that have been brought in this action, could have been brought in this action, or could be brought in the future by the Trustees, (iv) whether now known or unknown.

D. *Payment to the State by the Generator Defendants.* The Generator Defendants shall pay to the State the aggregate sum of \$1,106,930. This aggregate sum includes a payment of \$1,029,702 by the Generator Defendants to the State for asserted injury to Colorado Natural Resources related to Lowry Landfill and a payment of \$77,228 by the Generator Defendants to the State for the State's Assessment Costs for injury to Colorado Natural Resources related to Lowry Landfill.

Within sixty (60) days after the Court's entry of this Consent Decree, the Generator Defendants shall make an Electronic Funds Transfer to the State of Colorado, as follows:

Account Name:	State of Colorado Operating Account
Bank:	JP Morgan Chase Bank, Denver, Colorado
Account Type:	Checking

Account No. for ACH: 193489208

ABA Bank No. for ACH: 102001017

State of Colorado Federal  
Taxpayer ID Number: 84-0644739

Each Generator Defendant is individually responsible to pay to the State the sum of money set forth in the following table.

<i>Settling Party</i>	<i>Amount</i>
Molson Coors Brewing Company, formerly Adolph Coors Company	\$295,663.32
Roche Colorado Corporation, successor to Syntex Chemicals, Inc.	\$266,857.31
The S.W. Shattuck Chemical Company, Inc.	\$157,772.10
ConocoPhillips Company (formerly known as Conoco, Inc.)	\$78,258.94
The Gates Corporation, as successor by merger to The Gates Rubber Company	\$15,665.32
Alumet Partnership	\$49,352.83
Shell Oil Company	\$19,848.06
Hazen Research, Inc.	\$19,837.93
Cyprus Amax Minerals Company	\$50,238.80
Metro Wastewater Reclamation District, formerly the Metropolitan Denver Sewage Disposal District No. 1	\$74,899.25

<p>The City of Littleton and the City of Englewood, and for the benefit of South Englewood Sanitation District #1, Southgate Sanitation District, Grant Water and Sanitation District, Greenwood Village Sanitation District, South Arapahoe Sanitation District, The City of Cherry Hills Village, Cherry Hills Village Sanitation District, Country Homes Metro. Sanitation District, Cherryvale Sanitation District, Cherry Hills Sanitation District #1, Cherrymore South Water &amp; Sanitation District, Cherry Hills Rancho Water &amp; Sanitation Dist., Cherryridge Water &amp; Sanitation District, Cherry Hills Heights Sanitation District, Bow Mar Sanitation District, Columbine Valley Sanitation District, Ken Caryl Ranch Water and Sanitation District, Meadowbrook Fairview Metropolitan District, Platte Canyon Water and Sanitation District, Roxborough Park Metropolitan District, The City of Sheridan, Sheridan Sanitation District #1, and Southwest Metropolitan Water and Sanitation District and Valley Sanitation.</p>	<p>\$52,088.98</p>
<p>City of Lakewood and for the benefit of the Bonvue Water and Sanitation District, the Daniels Sanitation District, the South Lakewood Sanitation District, and the Lakewood Board of Water and Sewer Commissioners</p>	<p>\$26,447.16</p>

E. *Use of settlement funds.* All monies paid to the State in settlement under this Consent Decree are monies recovered by the State through litigation by the State acting as trustee of Colorado Natural Resources pursuant to CERCLA. These monies will be deposited by the State into the Natural Resource Damage Recovery Fund in the Colorado Treasury pursuant to § 25-16-104.7, C.R.S. (2009).

All monies received by the State in settlement pursuant to this Consent Decree, with the exception of \$77,228 representing recovery of Assessment Costs, shall be used only to restore, replace, or acquire the equivalent of natural resources asserted to be injured, destroyed or lost that are related to Lowry Landfill, as required and in compliance with Section 107(f)(1) of

CERCLA, 42 U.S.C. § 9607(f)(1) (2009). The Court finds and orders, and the Parties agree, that the Trustees shall decide how these settlement monies will be used to restore, replace or acquire the equivalent of the Colorado Natural Resources injured, destroyed or lost that are related to Lowry Landfill, all in accord with CERCLA.

Monies received by the State in settlement pursuant to this Consent Decree in the amount of \$77,228 shall be used to reimburse any funds in the Colorado Treasury from which the State's Assessment Costs concerning Lowry Landfill were paid. To the extent the sum of \$77,228 exceeds the actual costs of such natural resource assessment, excess monies shall be placed in the Natural Resource Damage Recovery Fund and used only as directed by the Trustees to restore, replace, or acquire the equivalent of Colorado Natural Resources injured, destroyed or lost that are related to Lowry Landfill.

All monies paid to the State in settlement under this Consent Decree are to be held in trust by the State to carry out the purposes set forth in this Consent Decree.

F. *Covenant not to sue and release by the State; Covenants not to sue and releases by Generator Defendants.* The State, acting through the Trustees, releases and covenants not to sue or take administrative action against each and every Generator Defendant and the entities listed in Exhibit "A", including their respective successors-in-interest, for (i) all claims asserted by the State in the complaint in this matter for the recovery of Natural Resource Damages (ii) any such claims that could have been asserted by the State in its complaint, and (iii) any such claims that could be asserted in the future by the State related to Lowry Landfill, including Natural Resource Damages claims related to remedial work and other activities at Lowry Landfill that have been, are being, and will be performed by the City and County of Denver,

Waste Management of Colorado, Inc., and Chemical Waste Management, Inc. as required by the 2005 Consent Decree and ROD. As used here, “2005 Consent Decree” means the Consent Decree for Lowry Landfill filed with the U. S. District Court for the District of Colorado on September 28, 2005 in Civil Action No. 02-CV-1341-EWN-MJW, as it may be amended by the United States Environmental Protection Agency (“EPA”), this Court, or by operation of the ROD being amended, subject to Explanation(s) of Significant Differences, or modified in any way by EPA. This release and covenant not to sue by the State applies to all such claims, whether known or unknown, that could be asserted under federal or state law, including common law. This Consent Decree does not release or covenant not to sue a Generator Defendant for Natural Resource Damages resulting from land use or development activity by that Generator Defendant at Lowry Landfill (i) that takes place in its entirety after the entry of this Consent Decree, and (ii) is wholly unrelated to Lowry Landfill’s utilization as a site for waste disposal prior to the entry of this Consent Decree.

Each Generator Defendant covenants not to sue the State, under federal or State law, for any claim concerning injury to, destruction of, or loss of Colorado Natural Resources related to Lowry Landfill. This Consent Decree does not release or covenant not to sue the State for claims related to Natural Resource Damages resulting from land use or development activity by the State at Lowry Landfill (i) that takes place in its entirety after the entry of this Consent Decree, and (ii) is wholly unrelated to Lowry Landfill’s utilization as a site for waste disposal prior to the entry of this Consent Decree.

As between and among the Generator Defendants, each Generator Defendant releases and covenants not to sue any other Generator Defendant and its successors-in-interest with regard to any claim under federal or state law concerning Natural Resource Damages.

Exhibit "A" contains a list of the entities identified by EPA as potentially responsible parties at Lowry Landfill. Each Generator Defendant releases and covenants not to sue (i) each and every entity listed as a potentially responsible party in Exhibit "A" and their respective successors-in-interest, and (ii) for any claim for Natural Resource Damages, including but not limited to any claim for contribution for Natural Resource Damages. Generator Defendants release and covenant not to sue the City and County of Denver, Waste Management of Colorado, Inc., and Chemical Waste Management, Inc. for any claim for Natural Resource Damages including but not limited to any claim for contribution for Natural Resource Damages.

The releases and covenants not to sue a party or entity provided by the Generator Defendants herein are conditioned upon such party or entity not raising a claim for Natural Resource Damages or a claim for contribution concerning Natural Resource Damages against any Generator Defendant or its successors-in-interest. Notwithstanding any other provision in this Consent Decree, Generator Defendants and successors-in-interest do not release and do not covenant not to sue any party or entity that raises or pursues a claim for Natural Resource Damages, or a claim for contribution for Natural Resource Damages, against any Generator Defendant or its successors-in-interest.

Notwithstanding any other provision in this Consent Decree, the State and the Generator Defendants reserve all rights to enforce any rights and obligations set forth in this Consent Decree.

Except for claims for Natural Resource Damages, the Parties reserve all rights against each other and against any other entity.

G. *Effect of settlement and Consent Decree; Contribution protection; Matters addressed.* The Court finds, and the Parties acknowledge, that this Consent Decree is a judicially approved settlement under Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). As a result, the Generator Defendants shall not be liable for any claim for contribution regarding the matters addressed in this settlement.

The matters addressed in this Consent Decree include all claims for Natural Resource Damages.

The contribution protection afforded by this Consent Decree extends to claims under CERCLA and any other federal or state law, including the common law. The contribution protection afforded by this Consent Decree begins when this Consent Decree is approved and entered by the Court.

Except for the releases and covenants not to sue granted to the entities listed in Exhibit “A”, as set forth in Paragraph III.F., nothing in this Consent Decree creates any rights, claims, or causes of action in any entity or person not a party named in the underlying Complaint. The State and the Generator Defendants retain and reserve any and all other rights (including but not limited to any right to contribution), defenses, claims, and demands.

H. *No admission of liability.* No Generator Defendant admits any liability under federal law, state law, or common law, and no Party admits any fact concerning the matters addressed in the complaint and this Consent Decree. The Court has adjudicated no liability in this case. This Consent Decree and the actions described herein are agreed to and undertaken by

the Parties solely to settle this litigation, and this Consent Decree shall not be used for any other purpose.

I. *Lodging of Consent Decree and opportunity for public comment.* This Consent Decree will be lodged with the Court to allow a period for public notice of this settlement and public comment. Public notice of this Consent Decree will be given by the State in the *Colorado Register* and on the websites of the Colorado Department of Public Health and Environment, the Office of the Colorado Attorney General and the Colorado Department of Natural Resources. Comments concerning this *Consent Decree* will be accepted by the State for a period of 30 days. All comments received by the State will be filed with the Court for its consideration along with a motion for approval and entry of this Consent Decree.

The State and the Generator Defendants reserve the right to alter this Consent Decree, or to withdraw from the settlement embodied in this Consent Decree, following consideration of public comment.

If the Court declines to approve this Consent Decree in the form filed with the Court for approval, and absent the agreement of all Parties to the alteration of their settlement embodied in the Consent Decree as filed with the Court, the settlement it embodies shall be entirely null and void. In the event the settlement embodied in this Consent Decree becomes null and void, this Consent Decree shall be used for no purpose related to Lowry Landfill or otherwise, and shall not be admissible or used against any of the Generator Defendants or the State in any proceeding.

J. The Parties hereby waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure. The Generator Defendants need not file an answer to the

complaint in this action unless or until otherwise agreed among the Parties or ordered by this Court.

K. *Notices.* Any notices presented to the State or the Generator Defendants pursuant to this Consent Decree shall be sent by mail, facsimile or electronic mail to the following:

**For the Natural Resources Damages Trustees for the State of Colorado:**

Deputy Assistant Attorney General, Natural Resources  
Office of the Attorney General  
1525 Sherman Street  
Denver, CO 80203  
[Casey.Shpall@state.co.us](mailto:Casey.Shpall@state.co.us)

**For Molson Coors Brewing Company:**

Michael J. Glade, P.E.  
Director, Water Resources & Real Estate  
Molson Coors Brewing Company  
311 10<sup>th</sup> St., Suite 400  
P.O. Box 4030  
Golden, CO 80401  
Email: michael.glade@molsoncoors.com

With a copy to:

Sherri Heckel Kuhlmann  
Vice President and Deputy General Counsel  
Molson Coors Brewing Company  
1225 17<sup>th</sup> Street, Suite 3200  
Denver, CO 80202  
Email: sherri.kuhlmann@molsoncoors.com

**For Roche Colorado Corporation:**

James M. Wilson  
Vice President and Chief Legal Counsel  
Roche Colorado Corporation  
2075 North 55<sup>th</sup> Street  
Boulder, CO 80301

Email: james\_m.wilson@roche.com

With a copy to:

Linda L. Rockwood  
Faegre & Benson LLP  
1700 Lincoln Street, Suite 3200  
Denver, CO 80203  
Email: lrockwood@faegre.com

**For The S.W. Shattuck Chemical Company:**

Preston Turner  
Counsel  
Citi Litigation Service Center  
300 St. Paul Place, BSP17D  
Baltimore, MD 21202  
john.preston.turner@citi.com

With a copy to:

John D. Faught  
Fognani & Faught, PLLC  
1700 Lincoln Street, Suite 2222  
Denver, CO 80203  
Email: jfaught@fognanilaw.com

**For ConocoPhillips Company:**

Terry S. Lauck  
ConocoPhillips Company  
1356 Phillips Building  
420 South Keller Avenue  
Bartlesville, OK 74004  
Email: Terry.S.lauck@conocophillips.com

With a copy to:

Paul I. Hamada  
ConocoPhillips Company  
2080 McLean  
600 N. Dairy Ashford

Houston, TX 77079-1175  
Email: Paul.Hamada@ConocoPhillips.com

**For The Gates Corporation:**

Athan A. Vinolus  
Senior Counsel  
Tomkins Law Department  
6450 Poe Avenue, Suite 109  
Dayton, OH 45414  
Email: AVinolus@Tomkins.co.uk

**For Alumat Partnership:**

John C. Stephens  
Southwire Company  
One Southwire Drive  
Carrollton, GA 30117  
Email: john\_stephens@Southwire.com

**For Shell Oil Company:**

Kim Lesniak  
Senior Legal Counsel  
Shell Oil Company  
910 Louisiana Street  
Houston, TX 77002  
Email: kim.lesniak@shell.com

**For Hazen Research, Inc.:**

Hazen Research, Inc.  
Attn: Robert S. Rochat  
4601 Indiana Street  
Golden, CO 80403  
Email: RochatRS@hazenresearch.com

With a copy to:

Neil L. McClain  
McClain Drexler Matthews, LLC  
1625 Broadway, Suite 1420  
Denver, CO 80202  
Email: nmclain@mcclaindrexler.com

**For Cyprus Amax Minerals Company:**

Donna Diamond  
Senior Counsel Environmental  
Freeport-McMoRan Copper & Gold Inc.  
333 North Central Avenue  
Phoenix, Arizona 85004  
donna\_diamond@fmi.com

With a copy to:

Dalva L. Moellenberg  
Gallagher & Kennedy, P.A.  
2575 E. Camelback Road  
Phoenix, Arizona 85016  
DLM@gknet.com

**For Metro Wastewater Reclamation District:**

Robert J. Thomas  
Metro Wastewater Reclamation District  
6450 York Street  
Denver, CO 80229  
rthomas@mwr.district.co.us

With a copy to:

Elizabeth H. Temkin  
Temkin Wielga & Hardt LLP  
1900 Wazee St., Suite 303  
Denver, CO 80202  
temkin@twhlaw.com

**For City of Littleton:**

City of Littleton  
Attn: City Attorney  
2255 West Berry Avenue  
Littleton, CO 80165  
Email: sstaiert@littletongov.org

**For City of Englewood:**

City of Englewood  
Attn: City Attorney  
1000 Englewood Parkway  
Englewood, CO 80110  
Email: dbrotzman@englewoodgov.org

**For City of Lakewood:**

City of Lakewood  
Attn: City Attorney  
480 S. Allison Parkway  
Lakewood, CO 80226-3127  
Email: timcox@lakewood.org

L. *Final judgment.* Upon approval and entry by the Court, this Consent Decree constitutes the complete, final and exclusive agreement among the Parties concerning Natural Resource Damages, and constitutes the Court's final judgment. The Court finds no reason for delay and therefore directs the immediate entry of this judgment.

M. *Integration.* This Consent Decree embodies the final, complete and exclusive settlement agreement and understanding among the Parties. There are no other representations, agreements or understandings among the Parties concerning the settlement of this case.

N. *Authority to enter settlement agreement; Counterparts.* The State and each Generator Defendant represent that each individual signing this Consent Decree on a party's

behalf is authorized to enter into this settlement agreement. The State and the Generator Defendants may execute this Consent Decree in counterparts, as well as by facsimile signature or signature transmitted electronically.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

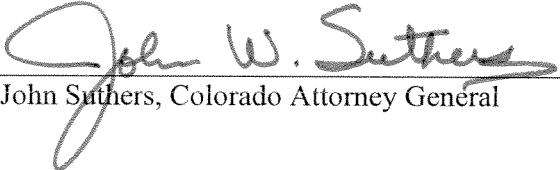
BY THE COURT

\_\_\_\_\_  
United States District Judge

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

FOR THE STATE OF COLORADO, BY THE COLORADO NATURAL RESOURCE TRUSTEES

Date: 5/24/2016

  
\_\_\_\_\_  
John Suthers, Colorado Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
Martha Rudolph, Executive Director, Colorado  
Department of Public Health and Environment

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike King, Executive Director, Colorado  
Department of Natural Resources

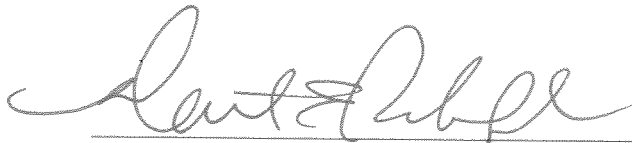
The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

FOR THE STATE OF COLORADO, BY THE COLORADO NATURAL RESOURCE TRUSTEES

Date: \_\_\_\_\_

\_\_\_\_\_  
John Suthers, Colorado Attorney General

Date: June 3, 2010



\_\_\_\_\_  
Martha Rudolph, Executive Director, Colorado Department of Public Health and Environment

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike King, Executive Director, Colorado Department of Natural Resources

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

FOR THE STATE OF COLORADO, BY THE COLORADO NATURAL RESOURCE TRUSTEES

Date: \_\_\_\_\_

\_\_\_\_\_  
John Suthers, Colorado Attorney General

Date: \_\_\_\_\_

\_\_\_\_\_  
Martha Rudolph, Executive Director, Colorado Department of Public Health and Environment

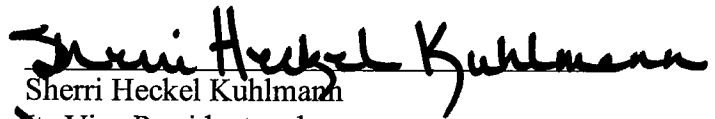
Date: 6/1/10

M.K.  
Mike King, Executive Director, Colorado Department of Natural Resources

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: 5-25-10

MOLSON COORS BREWING COMPANY

  
Sherri Heckel Kuhlmann  
Vice President and  
Deputy General Counsel

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: 18 May 2010

ROCHE COLORADO CORPORATION

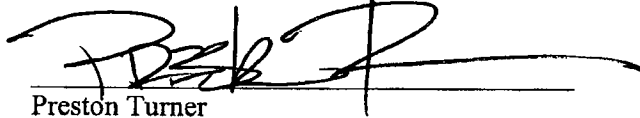


\_\_\_\_\_  
James M. Wilson  
Its Vice President and  
Chief Legal Counsel

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: JUNE 1, 2010

THE S.W. SHATTUCK CHEMICAL COMPANY

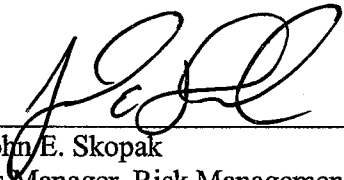


Preston Turner  
Counsel

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: 5/25/2010

CONOCOPHILLIPS COMPANY


  
\_\_\_\_\_  
John E. Skopak  
Its Manager, Risk Management  
& Remediation

*Perk*

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: May 19, 2010

THE GATES CORPORATION

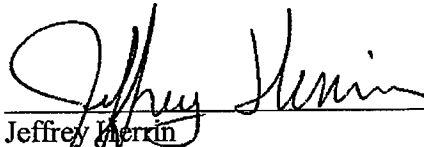


George S. Pappayliou  
Its Vice President, Legal

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: May 27, 2010

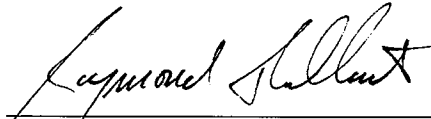
ALUMET PARTNERSHIP



Jeffrey Merrin  
Its Executive Vice-President – Operations  
Southwire Company, a partner

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: 5-10-2010 SHELL OIL COMPANY



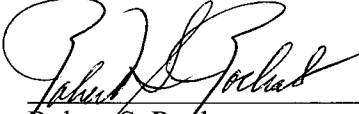
---

(Name) Raymond T. Collins  
(Title) GEN. Manager O.E.B.  
Shell Chemical L.P.

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

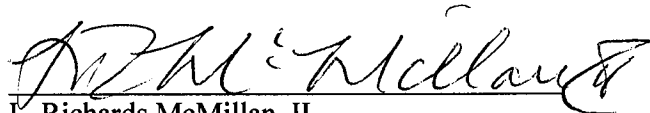
Dated: 25 May 2010

HAZEN RESEARCH, INC.

  
\_\_\_\_\_  
Robert S. Rochat  
Its Secretary

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: June 1, 2010 CYPRUS AMAX MINERALS COMPANY



L. Richards McMillan, II  
Its Senior Vice President

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: May 24, 2010

METRO WASTEWATER  
RECLAMATION DISTRICT

Catherine R. Gerali

Catherine R. Gerali  
Its District Manager

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: May 19, 2010

THE CITY OF LITTLETON, a political  
subdivision of the State of Colorado

Ronald L. Wilcox

Ronald L. Wilcox  
Hill & Robbins, P.C.  
Its Special Counsel

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: May 19, 2010

THE CITY OF ENGLEWOOD, a political  
subdivision of the State of Colorado

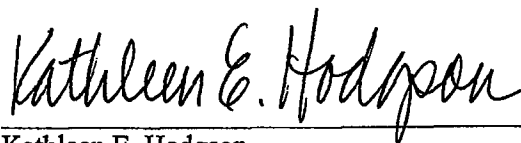
Ronald L. Wilcox

Ronald L. Wilcox  
Hill & Robbins, P.C.  
Its Special Counsel

The undersigned party enters into the *Consent Decree For Generator Defendants — Colorado Natural Resources Related to Lowry Landfill* in the matter of *State of Colorado v. The City and County of Denver, et al.*, relating to the Lowry Landfill CERCLA site.

Dated: 5-27-10

THE CITY OF LAKEWOOD, a political  
subdivision of the State of Colorado



Kathleen E. Hodgson  
Its City Manager