

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

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

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
Located in Glendale, Colorado (303) 692-3090

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



Colorado Department
of Public Health
and Environment

Covenant Information:

Covenant ID HMC0V00081

Covenant Date 12/23/2011

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Site Contact Information:

Owner Corp:

Contact Name: Mr. Donald Egan

Contact Address: EL Halcon Holdings, LLC

Contact City: Englewood

Contact State: CO

Contact Zip: 80155

Contact Phone: 303-741-6613

Contaminants of Concern:

Perchlorate

Property Restrictions:

- 1: No Removal of Groundwater occurring in the first fifty (50) - feet below ground surface except for wells used to monitor and of treat groundwater
- 2:
- 3:
- 4:
- 5:

Site Information:

ID: COD005127279

Name: Autoliv ASP

Address: 34501 East Quincy Avenue

City: Watkins

State: CO

Zip: 80015

Legal Description:

AUTOLIV ASP

104°35'0"W

Featured Institutional Control



39°38'30"N

39°38'30"N

Alt Force
Reservation

Copyright © 2013 Esri, DeLorme, NAVTEQ, TomTom, Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

104°35'0"W

HMCOV00081

0

285

570

Meters



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

23 EL HALCON Holdings, LLC grants an Environmental Covenant ("Covenant") this day of December, 2011, 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, EL HALCON, Holdings, LLC is the owner of certain property commonly referred to as the developed parcel within the East Quincy Industrial Park, located at 34501 E. Quincy Avenue, Watkins, 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, as the Department concluded in a letter to Autoliv North America, dated September 2, 2003, that "although these [soil test] results indicate that the site poses no risk based on an unrestricted use scenario, they do not rule out the possibility that the perchlorate has leached out of the soil and impacted ground water quality beneath the facility". The Department also noted that "Absent a ground water standard or authority to require investigation and clean up of known or suspected releases of perchlorate into the environment at the Aurora facility, it is Autoliv ASP's choice to act on this recommendation [to conduct a ground water investigation]."

WHEREAS perchlorate associated with past manufacturing activities was detected in samples of perched groundwater collected during ground water investigation conducted as part of a Phase II Environmental Site Assessment in July 2010. (Figures 2 and 3, contained in Attachment B, document the concentrations of perchlorate detected in the ground water samples); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by eliminating a pathway to receptors which could be provided by the use of the shallow, perched ground water beneath the Property.

WHEREAS, EL HALCON, Holdings, 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 EL HALCON, Holdings, LLC and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department.

RECEIVED IN THIS CONDITION

pbw
Suzanne Burdick
Dept. of Law/NRE
1525 Sherman Street, 7th Floor
Denver, CO 80203

Reception #: D2022559, 02/29/2012 at
11:13:28 AM, 1 OF 13, COV, Rec Fee
\$71.00
Arapahoe County CO Nancy A. Doty,
Clerk & Recorder

NOW, THEREFORE, EL HALCON, Holdings, LLC thereby 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 EL HALCON, Holdings, LLC and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use restrictions

Unless this Environmental Covenant is modified through the procedures described in Paragraph 2 below, the Property described in Attachment A shall be available for unrestricted uses and purposes except for the following restriction:

Groundwater occurring in the first, fifty (50)-feet below the ground surface on the Property shall not be removed by means of wells or any other subsurface structures. For the purpose of this restriction "groundwater" means subsurface water in a zone of saturation that can be brought to the surface by means of wells or other man-made structures. This limitation does not apply to the installation or use of any monitoring or treatment wells installed on the Property for use solely to obtain samples from the first 50 feet below ground surface for analysis and/or to conduct remediation. This limitation also does not apply to any existing wells or to the construction of new wells on the Property that withdraw groundwater solely from aquifers more than 50 feet below the ground surface.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. At any time 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 OWNER shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other 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) Third Party Beneficiary The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.
 - 8) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.
 - 9) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. EL HALCON, Holdings, LLC may file suit in district court to enjoin actual or threatened violations of this Covenant.
 - 10) 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.
 - 11) Notices Any document or communication required under this Covenant shall be sent or directed to:

Mr. David Walker, Project Manager
Compliance Program
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

EL HALCON, Holdings, LLC, has caused this instrument to be executed this 23 day of Dec 2011, _____.

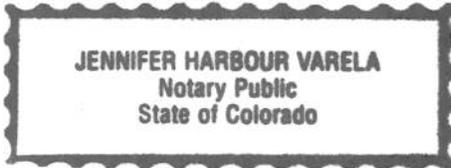
EL HALCON, Holdings, LLC

By: Donald Egan

Title: MBR

STATE OF Colorado)
COUNTY OF Arapahoe) ss:

The foregoing instrument was acknowledged before me this 23rd day of December, 2011 by Donald Egan on behalf of EL HALCON, Holdings, LLC



Jennifer Harbour Varela
Notary Public

7950 S. Monaco Ct
Address
Centennial 80112

My commission expires: 6/9/2015

Accepted by the Colorado Department of Public Health and Environment this 30th day of January, 2012.

By: Cary W. Baugh

ATTACHMENT A
COVENANT PROPERTY LEGAL DESCRIPTION

PARCEL DESCRIPTION

A PARCEL OF LAND OVER PORTIONS OF THE WEST HALF OF SECTION 5 AND THE EAST HALF OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5:

THENCE N 01°20'21" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, 55.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF EAST QUINCY AVENUE;

THENCE N 89°07'52" W, ALONG SAID NORTH RIGHT-OF-WAY, 1767.36 FEET TO THE POINT OF BEGINNING;

THENCE N 89°07'52" W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY, 302.37 FEET;

THENCE THE FOLLOWING NINETEEN (19) COURSES;

1. N 00°38'30" E 65.11 FEET;
2. N 89°47'03" W 27.62 FEET;
3. S 01°52'33" W 52.00 FEET;
4. N 89°04'39" W 476.94 FEET;
5. N 00°35'02" W 55.14 FEET;
6. N 88°51'59" W 105.09 FEET;
7. N 01°23'39" E 802.55 FEET;
8. S 89°34'15" E 47.80 FEET;
9. N 01°02'38" E 1954.93 FEET;
10. S 89°36'08" E 1349.79 FEET;
11. S 00°56'51" W 688.09 FEET;
12. S 57°09'59" E 63.15 FEET;
13. S 14°15'43" E 103.77 FEET;
14. S 63°46'06" E 95.14 FEET;
15. S 14°57'11" W 157.14 FEET;
16. S 18°00'42" E 76.55 FEET;
17. S 02°03'38" W 70.25 FEET;
18. S 80°54'31" W 559.57 FEET;
19. S 04°20'05" W 1586.35 FEET TO THE POINT OF BEGINNING.

CONTAINS A CALCULATED AREA OF 3,196,900 SQUARE FEET OR 73.39 ACRES, MORE OR LESS.

PAUL W. SMITH, PLS #29430
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE.
DENVER, COLORADO 80204
JOB #: TH11144
DATE: 1/6/2012

W 1/2 SECTION 5, E 1/2 SECTION 6, TOWNSHIP 5 SOUTH,
RANGE 64 WEST 6TH P M

-----COUNTY OF ARAPAHOE, STATE OF COLORADO-----

EXHIBIT A

SOUTH 1/2,
NE 1/4,
SEC. 6

NW 1/4,
SEC. 5

S89°36'08"E 1349.79'

NW COR., SW 1/4, SEC. 5
T.5S., R.64W., 6th P.M.

NE COR., SW 1/4, SEC. 5
T.5S., R.64W., 6th P.M.

PARCEL CONTAINS
3,196,900 SQ. FT.±
73.39 AC.±

SW 1/4,
SEC. 5



N01°02'38"E 1954.93'

S00°56'51"W
688.09'

L6
L7
L8
67
L10
L11

S80°54'31"W
559.57'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°38'30"E	65.11'
L2	N83°47'03"W	27.62'
L3	S01°52'33"W	52.00'
L4	N0°35'02"W	55.14'
L5	N83°51'59"W	105.09'
L6	S57°09'59"E	63.15'
L7	S14°15'43"E	103.77'
L8	S63°46'06"E	95.14'
L9	S11°57'11"W	157.14'
L10	S13°00'42"E	76.55'
L11	S0°03'38"W	70.25'

S89°34'15"E
47.80'

SE 1/4,
SEC. 6

N01°23'39"E 802.55'

S04°20'05"W 1586.35'

SW COR.,
SEC. 5, T.5S.,
R.64W., 6th P.M.

POINT OF
BEGINNING

N01°20'21"E
55.00'

EAST QUINCY AVENUE
(110' R.O.W.)

N89°04'39"W
476.94'

N89°07'52"W
302.37'

N89°07'52"W 1767.36'

55' R.O.W.
BOOK 2826, PAGE 723



SCALE: 1" = 500'

BASIS OF BEARINGS
SOUTH LINE, SW 1/4, SEC. 5
N89°07'52"W

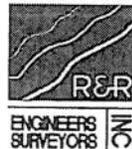
POINT
OF COMMENCEMENT
SOUTH 1/4, SEC. 5
T.5S., R.64W., 6th P.M.

NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PARCEL EXHIBIT

Date:	1/13/12	Sheet 3 of 3
Drawn:	JEL	
Checked:	PWS	
Job No.:	TH11144	

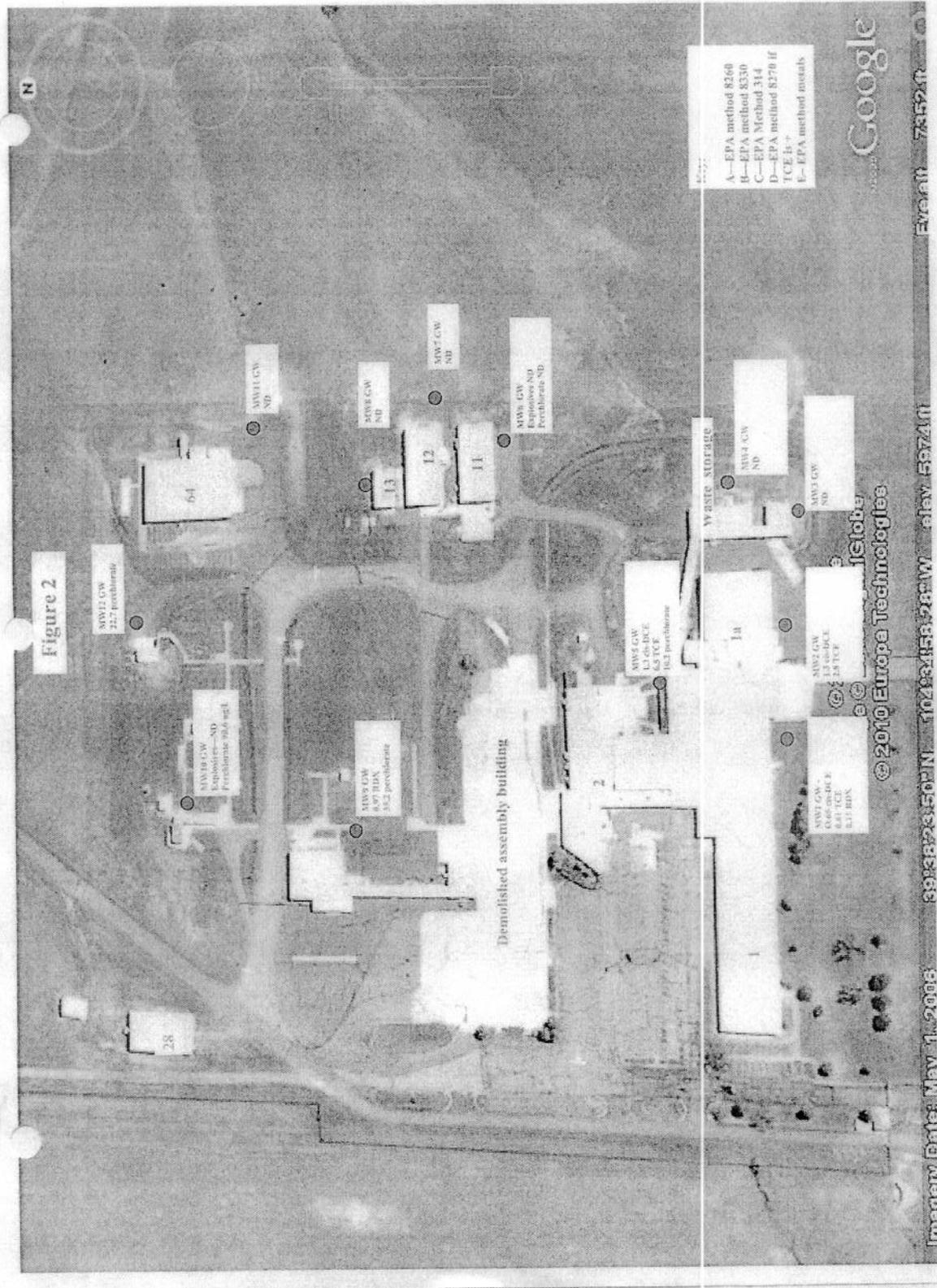


R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE.
DENVER, COLORADO 80204
PH: 303-753-6730
FAX: 303-753-6568

ATTACHMENT B

PHASE II ESA - GROUND WATER MONITORING RESULTS

PERCHLORATE CONCENTRATIONS IN GROUND WATER



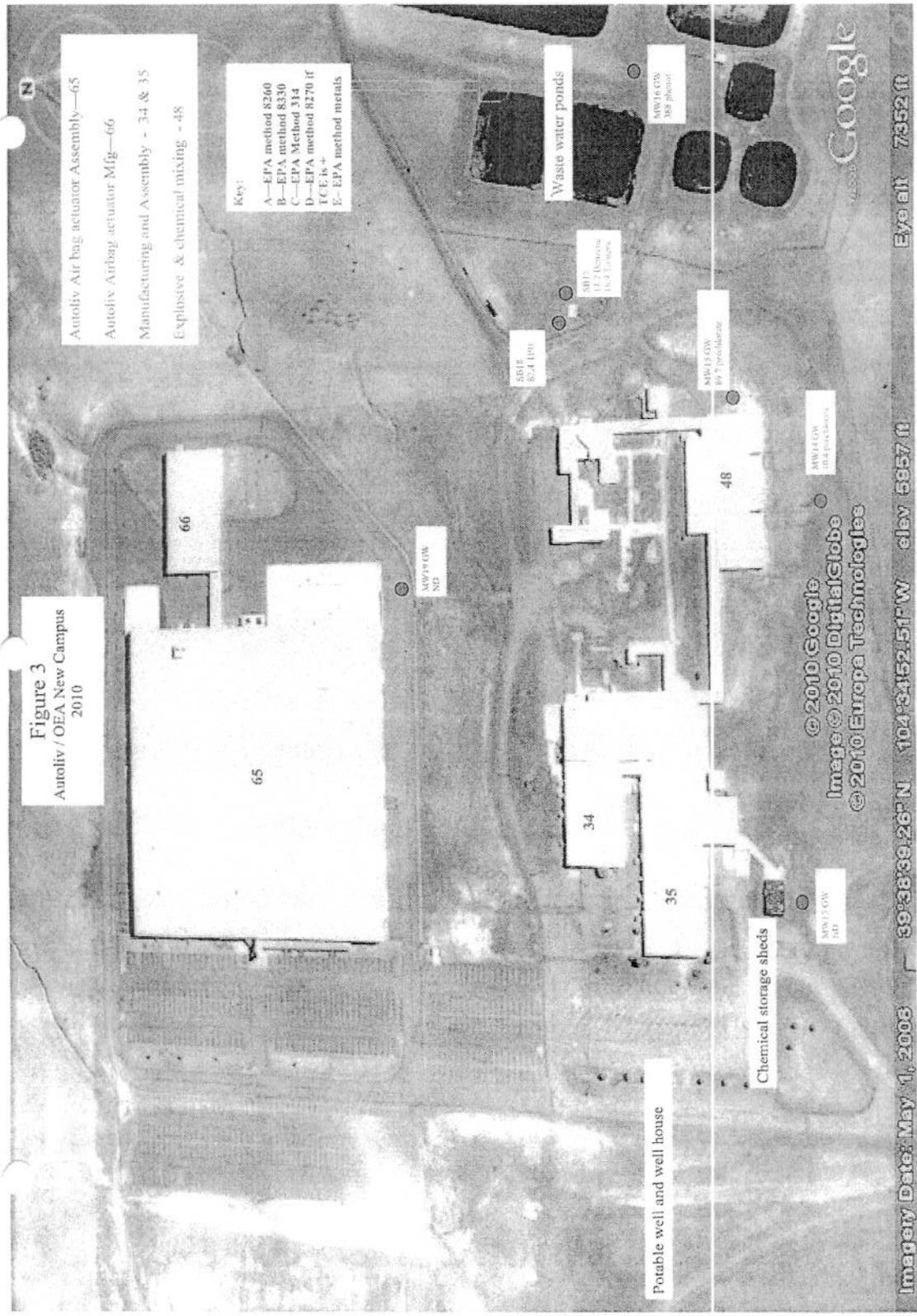


Figure 3
Autoliv / OEA New Campus
2010

Autoliv Air bag actuator Assembly—65
Autoliv Airbag actuator Mfg—66
Manufacturing and Assembly - 34 & 35
Explosive & chemical mixing - 48

Key:
A—EPA method 8260
B—EPA method 8330
C—EPA Method 314
D—EPA method 8270 if
TCE is +
E—EPA method metals

Potable well and well house

Chemical storage sheds

Waste water ponds

© 2010 Google
Image © 2010 DigitalGlobe
© 2010 Europa Technologies

Imagery Date: May 1, 2008 39°38'39.26" N 104°34'52.51" W elev 5857 ft Eye alt 7352 ft

Autoliv/ OEA Facility

Summary of Perchlorate Ground Water Monitoring Data

Well	Soil (ug/kg)	Ground Water (ug/l)	Initial (ft. bgs)	Recovered (ft. bgs)	Notes (ug/l)
MW-01	< 10 (5') 26.4 (40')	< 10	29	28.06	TCE - 0.61 RDX - 0.11
MW-02	< 11 (5')	< 10	18	14.02	TCE - 2.8
MW-03	< 11 (25')	< 10	24	20.33	
MW-04	< 11 (12')	< 10	NE	10.94	
MW-05	< 11 (5') < 11 (50')	10.2	49	27.29	TCE - 6.5
MW-06	< 9.9 (5') < 11 (37')	< 10	NE	29.21	No Water VOA
MW-07	< 11 (5') < 11 (40.5')	< 10	40	17.78	MC - 6.7
MW-08	< 11 (7')	< 10	40	16.18	
MW-09	< 14 (3') < 11 (35')	35.2	NE	25.52	RDX - 0.97
MW-10	14.7 (6')	90.6	NE	23.92	
MW-11	< 11 (7')	< 50	40	15.80	No Water VOA
MW-12	19.4 (7')	22.7	18	13.46	No Water VOA
MW-13	< 11 (5')	< 50	27	17.14	No Water VOA
MW-14	< 10 (5')	10.4	NE	13.72	No Water VOA
MW-15	< 11	89.7	49	32.26	
MW-16	< 11	< 10	NE	38.69	Phenol - 388 MC- 8.3
SB-17					
SB-18					
MW-19	< 11	< 10	20	15.98	No VOA

Regulatory Levels

MCLs (State Action Levels):

TCE - 5 ug/l (ppb)
Methylene Chloride - 4.7 ug/l
Phenol - 2100 ug/l
RDX - 2.1 ug/l

Perchlorate:

No MCL (EPA developing standard) or Colo Action Level
State Action Levels: 1- 18 ug/l (CA: 4 ug/l)
EPA DWEL: 24 ug/l

Soils (HH RBSL): 7,800 ug/l/kg