

# 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**      HMCOV00091

**Covenant Date**      6/18/2012

**Self Reporting**     

### **Media of Concern:**

**Surface Water:**     

**Ground Water:**     

**Air:**     

**Soil:**     

**Other:**     

### Site Contact Information:

**Owner Corp:**      Clinton Shopette, LLLP

**Contact Name:**      Darrell Schmidt

**Contact Address:**      5116 Pine River Trail

**Contact City:**      Castle Rock

**Contact State:**      CO

**Contact Zip:**      80108

**Contact Phone:**      303-359-1210

## **Contaminants of Concern:**

### **Property Restrictions:**

- 1: No groundwater use.
- 2: No irrigation in specified area.
- 3: No handling of soils from subsurface in specified area, except according to MHP.
- 4:
- 5:

## Site Information:

**ID:**      COD983796947

**Name:**      Clinton Shopette, LLLP - 005

**Address:**      6787 South Clinton Street

**City:**      Greenwood Village

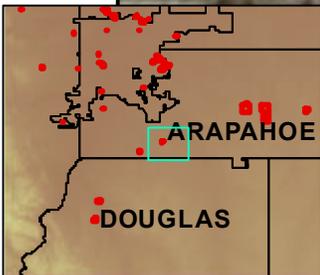
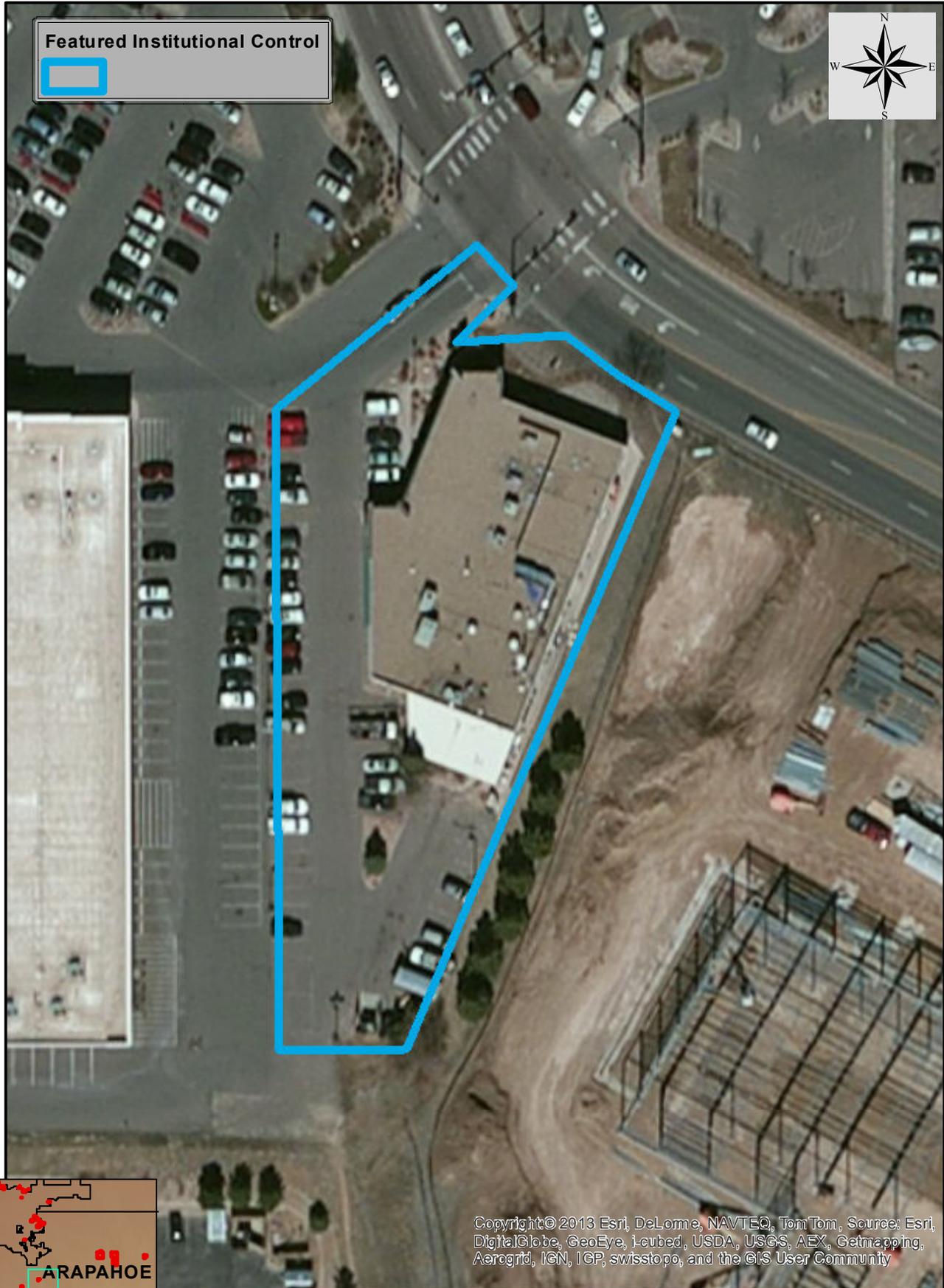
**State:**      CO

**Zip:**

**Legal Description:**

See covenant

# CLINTON SHOPPETTE



## HMCOV00091



ATTN: SUZANNE BURDICK  
DEPT OF LAW/NRE  
1525 SHERMAN ST 7TH FLR  
DENVER, CO 80203

Reception #: D2110688, 09/28/2012 at  
01:30:03 PM, 1 OF 8, COV, Rec Fee \$66.00  
Arapahoe County CO Nancy A. Doty,  
Clerk & Recorder

*Maps Attached*  
**This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and the Environment pursuant to section §25-15-321, C.R.S.**

**Environmental Covenant**

Clinton Shopette, LLLP, A Colorado Limited Liability Limited Partnership ("Grantor") grants an Environmental Covenant ("Covenant") this 18<sup>th</sup> day of June, 2012 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.

WHEREAS, Grantor is the owner of certain property commonly referred to as 6787 South Clinton Street, City of Greenwood Village, Arapahoe County, Colorado. The property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property");

WHEREAS, in February of 2012, Grantor submitted to the Department an email identifying decreasing levels of groundwater impacts at one on-site groundwater monitoring well (MW-3) that has consistently contained levels of perchloroethylene above Colorado Groundwater Standards. The decreasing levels of this compound at this location, and the continued reporting that each of the other groundwater sampling locations at the site have been below the groundwater standard over the greater than 12 year period of monitoring, identify that the concentration of perchloroethylene within groundwater does not extend beyond the limits of the property and do not pose an off-property exposure potential. However, this covenant shall preclude the future use of groundwater at the site for drinking or irrigation purposes until such time that groundwater testing at MW-3 falls below groundwater standards for a one-year period of testing;

WHEREAS, the Department has determined pursuant to Colorado Hazardous Waste Act (CHWA) that no further active remediation or monitoring is required to remediate the groundwater contamination beneath the property as long as this covenant remains in effect;

WHEREAS, the Grantor has requested that the Department agree to this covenant in lieu of requiring groundwater remediation or additional groundwater investigation at the Property; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting the use of the Property to prohibit the use of shallow groundwater, located between the ground surface to a depth of 50-feet below the ground surface, for use of human consumption, irrigation, or any other use that is not protective of human health and the environment. Furthermore, this Covenant shall include the prohibition of landscape irrigation within the area identified as containing recalcitrant groundwater impacts, specifically the areas as presented on Figure 3 presented as an attachment to this Covenant. Furthermore, this Covenant shall preclude excavation or future use of subsurface soil in the area depicted in Figure 2 of Exhibits without controls as identified in the Materials Management Plan attached.

WHEREAS, Grantor 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 Grantor 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, Grantor hereby grants this Covenant to the Department, and declares that the Property as depicted in Exhibit A shall hereinafter, be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 12, below, which shall run with the Property in perpetuity and be binding on Grantor and all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns, and any person using the land, as described herein. As used in this Covenant, the term OWNER means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1. Use restrictions. The Property described in Exhibit A shall be available for unrestricted use and purpose except for the following restrictions:
  - a.) The shallow groundwater, located between the ground surface to a depth of 50-feet below the ground surface over the entire area of the Property as depicted in Figure 1, set forth in the legal description in Exhibit 1 and incorporated by this reference, may not be used for human consumption, irrigation, or any other use that is not protective of human health and the environment.
  - b.) Landscape irrigation of the area of the Property as depicted on Figure 3 of Exhibit 1 shall not be performed. Irrigation in this area may enhance migration of recalcitrant groundwater impacts present on the Property.
  - c.) Handling in any manner subsurface soil below the area of Property as depicted on Figure 2 of Exhibit 1 shall not be performed. Impacts to subsurface soil from release of chemicals may present an exposure to human health and excavation will not be performed prior to testing and handling in accordance with the attached Materials Handling Plan also attached.
2. Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. At any time, 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 and 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 the 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 supporting information.
3. Conveyances. OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer of 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 instrument 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. Inspection. The Department shall have the right of entry to the Property at reasonable times with reasonable 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 the Covenant pursuant to §25-15-322, C.R.S. Grantor may file suit in district court to enjoin actual or threatened violations of this Covenant.
9. Owner's Compliance Certification. OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing Owner's compliance, and any lack of compliance, with the terms of this Covenant.
10. Notices. Any document or communication required under this Covenant shall be sent or directed to:

Mr. Charles Adams  
 Hazardous Materials and Waste Management Division  
 Colorado Department of Public Health and the Environment  
 4300 Cherry Creek Drive South  
 Denver, Colorado 80246-1530

And to:

Mr. Darrell Schmidt  
 Clinton Shopette LLLP, A Colorado Limited Liability Limited Partnership  
 5116 Pine River Trail  
 Castle Rock, Colorado 80108

Grantor, has caused this instrument to be executed this 10<sup>th</sup> day of June, 2012.

By: Darrell Schmidt  
 Mr. Darrell Schmidt, General Partner

Title: Gen. Partner

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2012.



Melissa Cable  
 Notary Public  
 4131 S. Natchez Ct #K, Arapahoe, CO 80108  
 Address

My commission expires: 4/20/2013

Accepted by the Colorado Department of Public Health and the Environment this 18<sup>th</sup> day of September, 2012

By: Gary W. Baughman

Name: Gary W. Baughman

Title: Director, FFWMD

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me this 18 day of SEPTEMBER 2012

Claudette M. Lewis  
Notary Public  
4300 Cherry Creek Dr So  
Address  
Denver, CO 80246

My commission expires: October 21, 2015



# ALTA/ACSM LAND TITLE SURVEY

NW 1/4 SECTION 27, T.5S., R.67 W. 6TH P.M.  
COUNTY OF ARAPAHOE, STATE OF COLORADO

## TITLE NOTES

- THE SUBJECT PROPERTY LIES WITHIN OR PARTIALLY WITHIN THE LEGAL DESCRIPTION OR EXHIBITS FOUND IN THE FOLLOWING RECORDED INSTRUMENTS AND IN ACCORDANCE WITH THE TITLE COMMITMENT MAY THEREFORE BE SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, OBLIGATIONS AND RESERVATIONS CONTAINED THEREIN. (WESTCOR LAND TITLE INSURANCE COMPANY FILE NO. 00021641-003-08)
- \* ITEMS PLOTTED HEREON TO THE EXTENT THAT SUCH MATTERS MAY BE PLOTTED.
  - 9. SUBJECT TO THAT CONTAINED IN DEED RECORDED NOVEMBER 23, 1979 IN BOOK 3123 AT PAGE 31 AND RE-RECORDED JULY 07, 1981 IN BOOK 3445 PAGE 308AT RECEPTION NO. 2084458.
  - \* 10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE RESTRICTION AGREEMENT BY AND BETWEEN DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION (TARGET) AND BARTON INVESTMENTS, INC. RECORDED ON NOVEMBER 23, 1979 IN BOOK 3123 PAGE 58 AT RECEPTION NO. 1915678.
  - 11. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE SIGN EASEMENT BY AND BETWEEN DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION (TARGET) AND BARTON INVESTMENTS, INC. RECORDED ON NOVEMBER 23, 1979 IN BOOK 3123 PAGE 58 AT RECEPTION NO. 1915678.
  - 12. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE UTILITY EASEMENT BY AND BETWEEN DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION (TARGET) AND BARTON INVESTMENTS, INC. RECORDED ON NOVEMBER 23, 1979 IN BOOK 3123 PAGE 64 AT RECEPTION NO. 1915680.
  - \* 13. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE SIDE ACCESS AGREEMENT EASEMENT BY AND BETWEEN DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION (TARGET) AND BARTON INVESTMENTS, INC. RECORDED ON NOVEMBER 23, 1979 IN BOOK 3123 PAGE 70 AT RECEPTION NO. 1915681.
  - 14. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE FRONT ACCESS AGREEMENT EASEMENT BY AND BETWEEN DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION (TARGET) AND BARTON INVESTMENTS, INC. RECORDED ON NOVEMBER 23, 1979 IN BOOK 3123 PAGE 78.
  - \* 15. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE CASTLEWOOD WATER DISTRICT EASEMENT RECORDED DECEMBER 09, 1980 IN BOOK 3332 PAGE 287 AT RECEPTION NO. R2028175. (AS SHOWN ON PAGE 67 OF BOOK 4136 PAGE 65 (SEE EXCEPTION 17 HEREIN)).
  - \* 16. AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY THE INSTRUMENT RECORDED ON FEBRUARY 29, 1984 AT BOOK 4099 PAGE 289 RECEPTION NO. 2381958.
  - \* 17. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT BY AND BETWEEN FALCON VENTURES, A COLORADO GENERAL PARTNERSHIP AND DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION RECORDED ON APRIL 17, 1984 IN BOOK 4136 PAGE 85 AT RECEPTION NO. 2398428.
  - \* 18. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT BY AND BETWEEN FALCON VENTURES, A COLORADO GENERAL PARTNERSHIP AND DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION RECORDED ON APRIL 17, 1984 IN BOOK 4136 PAGE 70 AT RECEPTION NO. 2398427.
  - \* 19. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT BY AND BETWEEN FALCON VENTURES, A COLORADO GENERAL PARTNERSHIP AND DAYTON-HUDSON CORPORATION, A MINNESOTA CORPORATION RECORDED ON APRIL 17, 1984 IN BOOK 4136 PAGE 75 AT RECEPTION NO. 2398428.
  - \* 20. AN EASEMENT FOR ELECTRIC/GAS LINES AND INCIDENTAL PURPOSES GRANTED TO THE PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED ON JUNE 07, 1984 IN BOOK 4177 PAGE 728 AT RECEPTION NO. 2416476 UPON THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT.
  - \* 21. THE EASEMENT AND THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT AGREEMENT AND BOUNDARY DECLARATION BY AND BETWEEN FALCON VENTURES, A COLORADO GENERAL PARTNERSHIP AND COUNTRY DINNER PLAYHOUSE OF DENVER, LTD., A COLORADO LIMITED PARTNERSHIP RECORDED ON JANUARY 07, 1985 IN BOOK 4344 PAGE 518 AT RECEPTION NO. 2488726.
  - 22. COVENANTS, CONDITIONS AND RESTRICTIONS, AND FEES UNDER RECONVEYANCE CLAUSES WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, SET FORTH IN THE INSTRUMENT RECORDED ON SEPTEMBER 29, 2008 AT RECEPTION NO. 89107320.
  - \* 23. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE RECORDED PLAT OF SAID SUBDIVISION.



VICINITY MAP - NOT TO SCALE

## PARCEL DESCRIPTION

LOT 1, BLOCK 2, ARAPAHOE PARK SUBDIVISION FILING NO.1, COUNTY OF ARAPAHOE, STATE OF COLORADO,  
EXCEPT THAT PORTION DEEDED TO THE CITY OF GREENWOOD VILLAGE AS RECORDED UNDER SPECIAL WARRANTY DEED ON AUGUST 31, 2007 AT RECEPTION NO. 87113487, ARAPAHOE COUNTY RECORDS.  
CONTAINING 42267 SQUARE FEET, OR 0.9703 ACRES MORE OR LESS

## CERTIFICATION

TO: DIOS DEL MAR PETROLEUM COMPANY, INC., A COLORADO CORPORATION;  
HIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(a,b,c), 8-10, AND 11(a) OF TABLE A THEREOF.  
PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BELL SURVEYING COMPANY TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY OR TITLE OF RECORD, BELL SURVEYING COMPANY RELIED UPON TITLE FILE NO. 00021641-003-08 PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY DATED JULY 8, 2010.

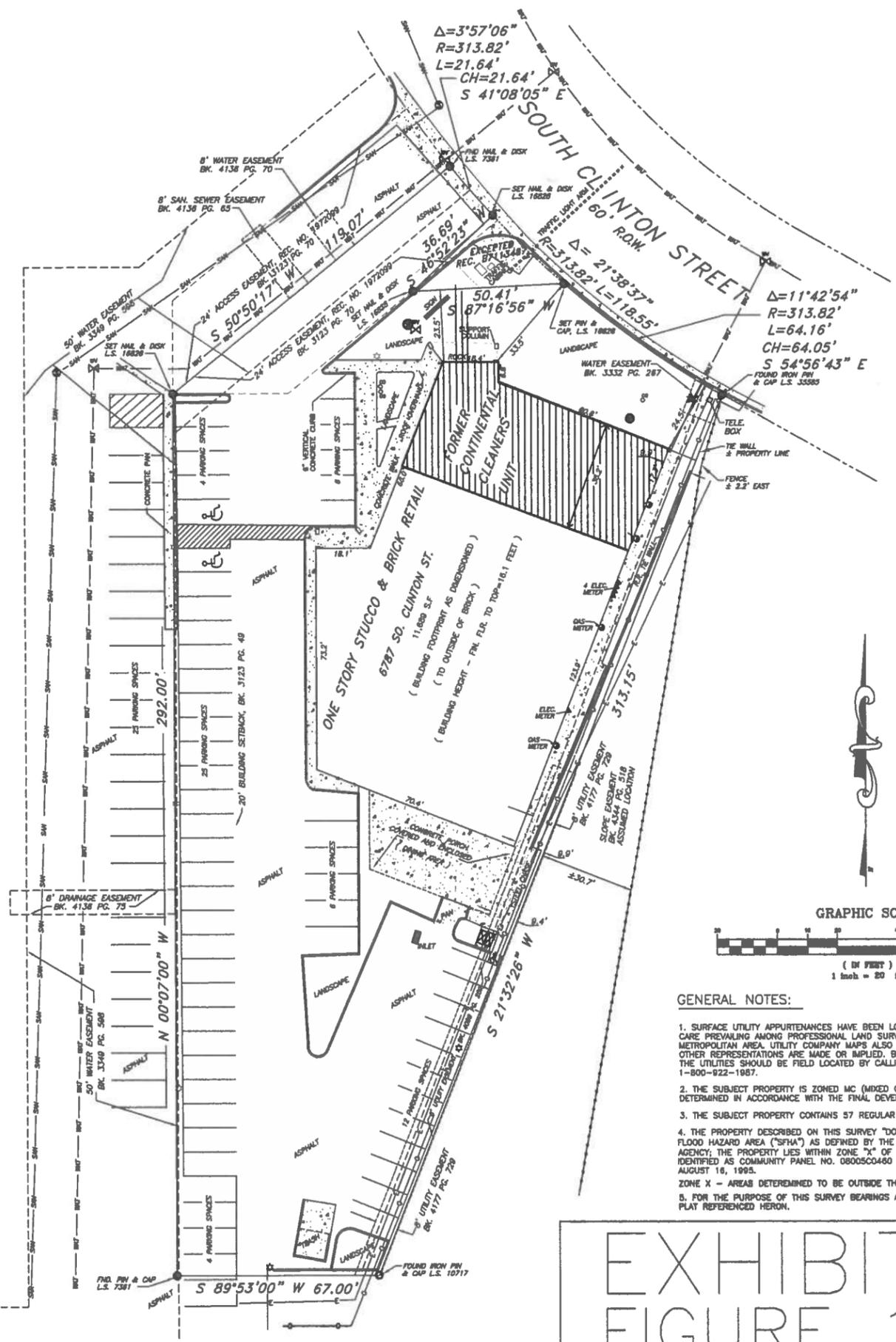
CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL SURVEYOR IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.  
COPIES OF THIS DOCUMENT MAY BE MADE AND DISTRIBUTED TO OTHER PARTIES FOR REFERENCE PURPOSES AND REVIEW, HOWEVER, ONLY PRINTS OF THIS SURVEY BEARING ORIGINAL SIGNATURE AND WET SEAL BY THE SURVEYOR NAMED HEREON SHALL BE CONSIDERED VALID CERTIFIED DOCUMENTS.

DEAN O. DANIELSON, PLS 16828  
REGISTERED PROFESSIONAL LAND SURVEYOR

DRAWING MODIFIED DECEMBER 2011  
FOR USE IN DEVELOPING  
PROPERTY COVENANT CONTROLS BY: **E-2I ENGINEERING, INC.**  
4131 S. NATCHES COURT  
SUITE K  
ENGLEWOOD, CO 80110

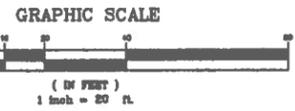
ALTA/ACSM LAND TITLE SURVEY	
ORDERED BY: CLINTON SHOPETTE, LLLP C/O DARELL SCHMIDT, 5118 PINE RIVER TRAIL CASTLE ROCK, CO. 80108	REVISION: DRAWN ACCD
<b>BELL SURVEYING COMPANY</b> 500 KALAMATH STREET DENVER, COLORADO 80204 303-628-0165 www.bellsurveying.com	SCALE: 1" = 20' DATE: 8/2/10 DRAWING NO.: 1007-114

D2110688 1084



## LEGEND

- WV WATER VALVE
- WM WATER MANHOLE
- SM SANITARY MANHOLE
- WU WATER LINE
- SSW SANITARY SEWER LINE
- ET ELECTRIC TRANSFORMER
- LP LIGHT POLE
- DI DRAIN INLET
- FH FIRE HYDRANT
- F FENCE
- HP HANDICAP PARKING / RAMP ACCESS
- CU CLEAN OUT



## GENERAL NOTES:

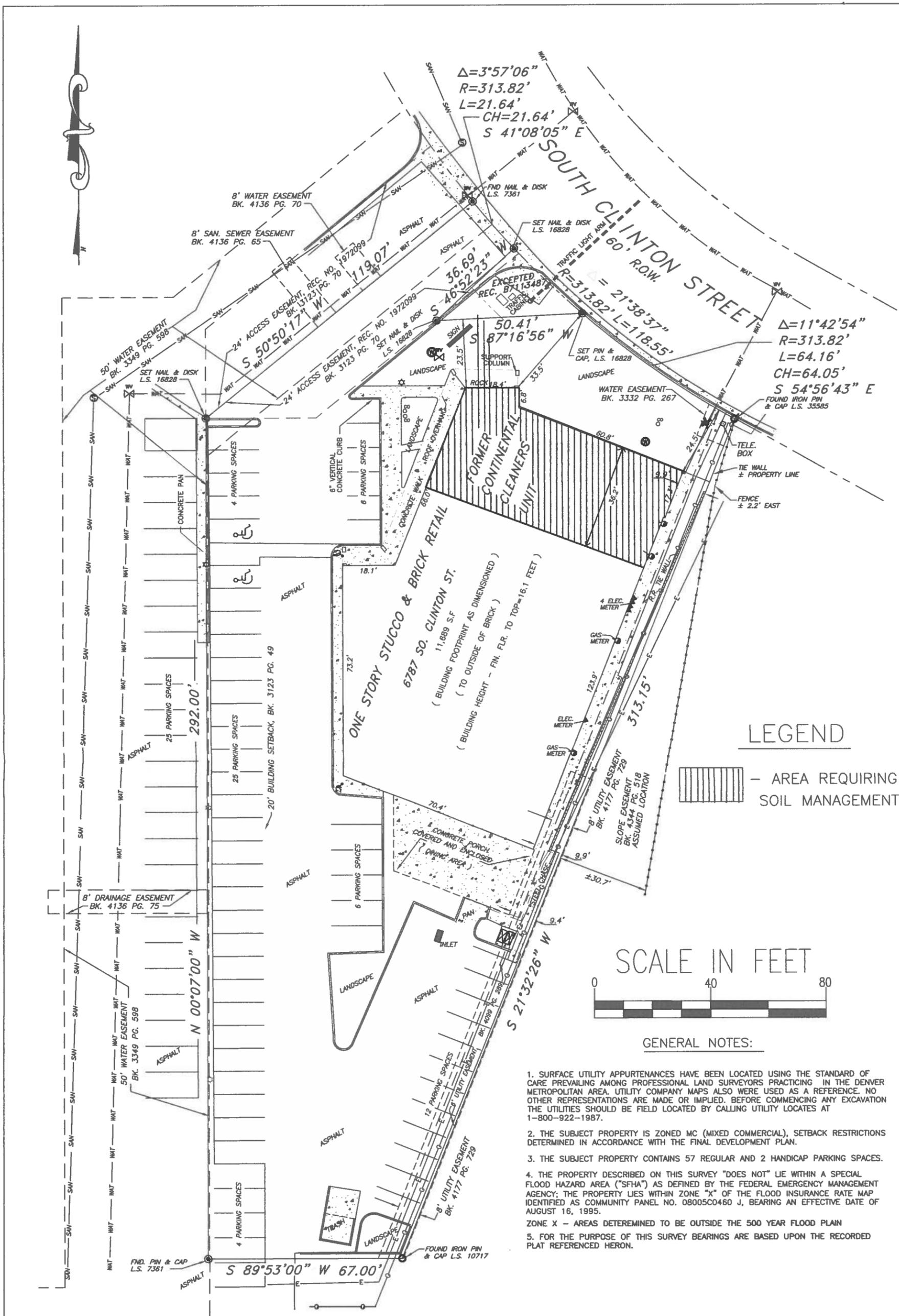
1. SURFACE UTILITY APPURTENANCES HAVE BEEN LOCATED USING THE STANDARD OF CARE PREVAILING AMONG PROFESSIONAL LAND SURVEYORS PRACTICING IN THE DENVER METROPOLITAN AREA. UTILITY COMPANY MAPS ALSO WERE USED AS A REFERENCE. NO OTHER REPRESENTATIONS ARE MADE OR IMPLIED. BEFORE COMMENCING ANY EXCAVATION THE UTILITIES SHOULD BE FIELD LOCATED BY CALLING UTILITY LOCATES AT 1-800-822-1987.
2. THE SUBJECT PROPERTY IS ZONED MC (MIXED COMMERCIAL), SETBACK RESTRICTIONS DETERMINED IN ACCORDANCE WITH THE FINAL DEVELOPMENT PLAN.
3. THE SUBJECT PROPERTY CONTAINS 57 REGULAR AND 2 HANDICAP PARKING SPACES.
4. THE PROPERTY DESCRIBED ON THIS SURVEY "DOES NOT" LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NO. 08005C0480 J, BEARING AN EFFECTIVE DATE OF AUGUST 16, 1995.  
ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN
5. FOR THE PURPOSE OF THIS SURVEY BEARINGS ARE BASED UPON THE RECORDED PLAT REFERENCED HEREON.

# EXHIBIT A

## FIGURE 1

COUNTY SURVEYORS CERTIFICATE  
DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF THE COUNTY  
SURVEYOR'S LAND SURVEY/RIGHT OF WAY SURVEYS AT  
PAGE \_\_\_\_\_, RECEPTION NUMBER \_\_\_\_\_  
COUNTY SURVEYOR BY DEPUTY COUNTY SURVEYOR

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**LEGEND**

- AREA REQUIRING SOIL MANAGEMENT

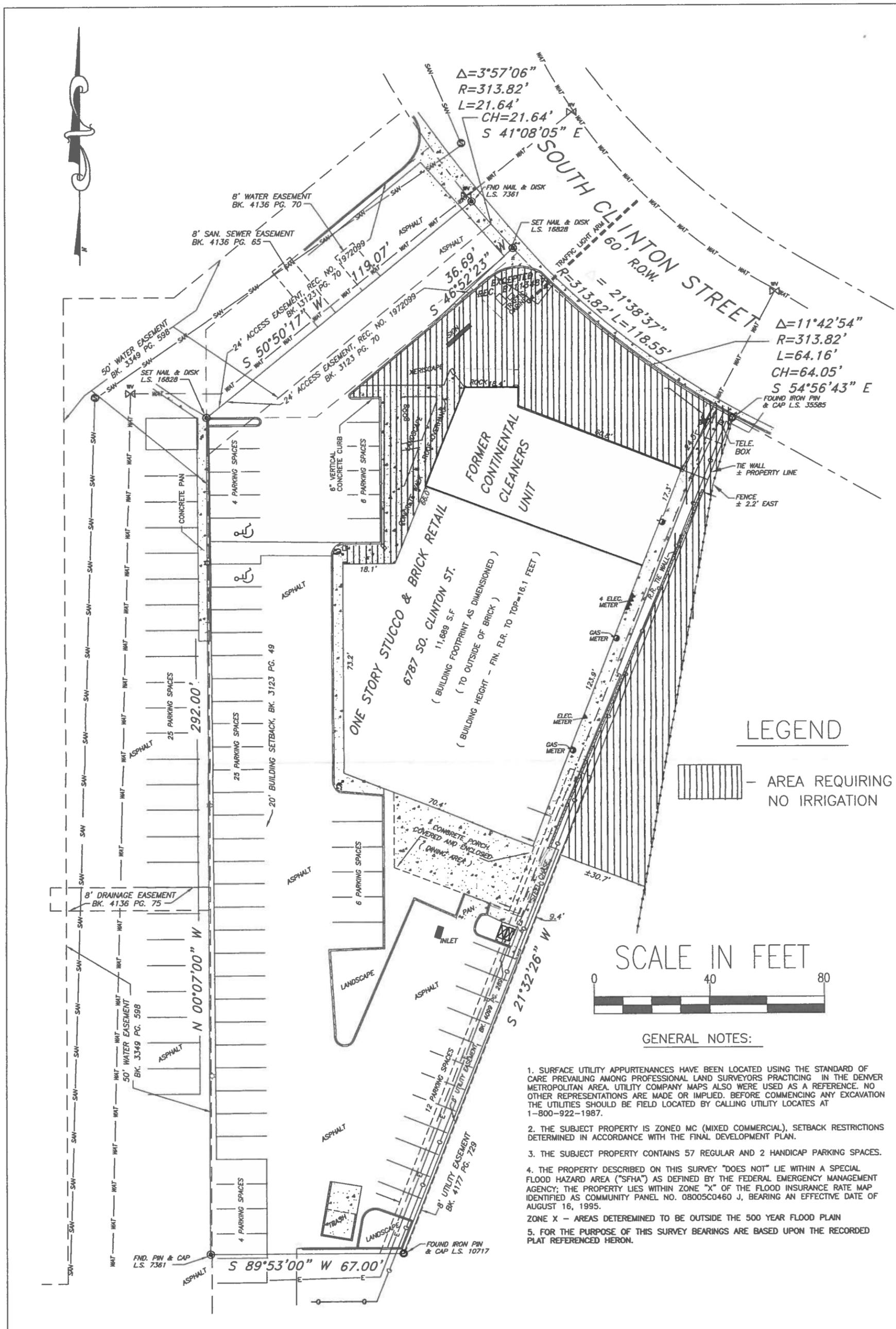


- GENERAL NOTES:**
1. SURFACE UTILITY APPURTENANCES HAVE BEEN LOCATED USING THE STANDARD OF CARE PREVAILING AMONG PROFESSIONAL LAND SURVEYORS PRACTICING IN THE DENVER METROPOLITAN AREA. UTILITY COMPANY MAPS ALSO WERE USED AS A REFERENCE. NO OTHER REPRESENTATIONS ARE MADE OR IMPLIED. BEFORE COMMENCING ANY EXCAVATION THE UTILITIES SHOULD BE FIELD LOCATED BY CALLING UTILITY LOCATES AT 1-800-922-1987.
  2. THE SUBJECT PROPERTY IS ZONED MC (MIXED COMMERCIAL), SETBACK RESTRICTIONS DETERMINED IN ACCORDANCE WITH THE FINAL DEVELOPMENT PLAN.
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ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN
  5. FOR THE PURPOSE OF THIS SURVEY BEARINGS ARE BASED UPON THE RECORDED PLAT REFERENCED HERON.

©2016 Board of Professional Engineers, Inc. - Former Continental Cleaners / 1107 DRIFT Fig. 2 Area of Soil Covenant v.3.20.12

<p><b>E-21 ENGINEERING INC.</b>  <i>Environmental Engineering for the 21st Century</i>          4131 South Natches Court, Suite K          Englewood, Colorado 80110</p>	<p><b>FIGURE 2</b>  <b>6770 S. Clinton St.</b>  <b>Grenwood Village,</b>  <b>Colorado</b></p>	<p>Project 1107  <b>Area of Soil          Covenant</b></p>
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D2110688 3 of 4



e:\shared\Active Projects\1107 - Former Continental Cleaners\1107 DRAFT Fig. 3 Area of No Irrigation v 3.20.12

**E-21 ENGINEERING INC.**  
*Environmental Engineering for the 21st Century*  
 4131 South Natches Court, Suite K  
 Englewood, Colorado 80110

**FIGURE 3**  
**6770 S. Clinton St.**  
**Grenwood Village,**  
**Colorado**

**Project 1107**  
**Area of No**  
**Irrigation**