

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 HMCOV00110

Covenant Date 8/5/2014

Self Reporting

Media of Concern:

Surface Water:

Ground Water:

Air:

Soil:

Other:

Site Contact Information:

Owner Corp: Ohio Colorado Limited Partnership

Contact Name: Mr. David Johnson

Contact Address: 1512 Larimer Street

Contact City: Denver

Contact State: CO

Contact Zip: 80202

Contact Phone:

Contaminants of Concern:

TCE, PCE, DCE

Property Restrictions:

- 1: Ground water on property shall not be removed by well or other means for any use
- 2: The property shall not be used for residential purposes, unless indoor air data collected and is approved by the CDPHE
- 3: No use of the property that causes contaminated ground water to migrate beyond boundaries of current area
- 4:
- 5:

Site Information:

ID: COD025525619

Name: Charter Cleaners

Address: 16961 E Quincy Ave.

City: Aurora

State: CO

Zip: 80015

Legal Description:

See Institutional Control

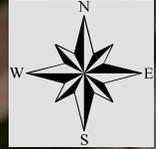
CHARTER CLEANERS

104°47'21"W

104°47'20"W

104°47'19"W

Featured Institutional Control



39°38'24"N

39°38'24"N

39°38'23"N

39°38'23"N

39°38'22"N

39°38'22"N

HMC OV00110



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104°47'21"W

104°47'20"W

104°47'19"W

HMC OV00110

0 15 30 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

Reception #: D4083010, 09/08/2014 at
11:40:42 AM, 1 OF 14, COV, Rec Fee
\$76.00

Arapahoe County CO Matt Crane, Clerk &
Recorder

DEPT OF LAW/NRE
1300 BROADWAY 7TH FLOOR

DENVER, CO 80203

ENVIRONMENTAL COVENANT

Ohio Colorado Limited Partnership, A Colorado Limited Partnership ("OCLP") grants an Environmental Covenant ("Covenant") this 5th day of August, 2014 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, OCLP is the owner of certain real property commonly referred to as Summer Valley Shopping Center, with a mailing address of 16911 & 16981 East Quincy Avenue, City of Aurora, Arapahoe County, Colorado, as generally depicted in Figure 1 included in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to the Corrective Action Plan that the Department approved on December 28, 2007, the Property is the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, § 25-15-301, et. seq. ("CHWA"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions and requirements on uses of specific areas of the Property ("the Covenant Area") as defined in Attachment B and depicted in Attachment C, attached hereto and by this reference incorporated herein ("the Covenant Area Legal Description") in areas that currently exhibit residual levels of contamination above regulatory standards; and

WHEREAS, OCLP desires to subject the Covenant Area of the Property to certain specific covenants and restrictions and the Property to the general covenant and restriction set forth below, as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Covenant Area of the Property and bind OCLP 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 and OCLP.

NOW, THEREFORE, OCLP hereby grants this Environmental Covenant to the Department, and declares that the Covenant Area of the Property as described in Attachment B shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in Paragraphs 1 through 11, below, which shall run with the Property in perpetuity (until terminated as hereafter provided), and bind OCLP 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. Upon conveyance of ownership of all or any portion of the Property, OCLP and any subsequent owner shall without further action, be deemed released from any further obligations under this Environmental Covenant as to the portion of the Property so transferred.

1) Use restrictions

- i) Ground water on the property shall not be removed by well or other means for any use, including but not limited to domestic, agricultural, and/or commercial use. For the purpose of this restriction, "ground water" means subsurface waters in a zone of saturation that are or can be brought to the surface or to surface waters through wells, springs, seeps or other discharge areas. This limitation shall not apply to the use of existing monitoring wells located on the Property and to the potential installation of any monitoring wells in the future used solely to obtain samples for analysis;
- ii) Unless indoor air sampling shows no exceedance of the indoor air standard for PCE and its degradation products, as reviewed and approved by the Department, the property shall not be used for residential purposes (i.e., single family housing, apartment, and mobile homes), and other sensitive uses involving subpopulations that are more susceptible to injury or illness from indoor air pollution such as children, elderly, and sick people (i.e., schools, daycare facilities, hospitals, and nursing homes);
- iii) There shall be no use of the Property that causes contaminated groundwater within the Covenant Area to migrate beyond the horizontal or vertical boundaries of the Covenant Area.

2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this Paragraph. 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 and if so modified or terminated an appropriate amendment or termination of this Covenant shall be recorded in accordance with Section 25-15-321(3) C.R.S. 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 an engineered feature or structure is no longer necessary;

- e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.
- 3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of the closing on any proposed transfer of ownership of some 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 for the Covenant Area of the Property.
 - 6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice to OWNER for the purpose of determining compliance with the terms of this Covenant.
 - 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 nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary.
 - 9) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. OWNER 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 notice, document or communication required under this Covenant shall be in writing and shall be sent or directed to the recipient at the addresses, fax number or email address stated below:

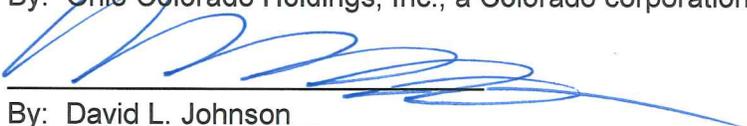
Richard Mruz, Jr. REHS
Hazardous Waste Corrective Action Unit
HMWMD – B2
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
richard.mruz@state.co.us

Ohio Colorado Limited Partnership
c/o Etkin Johnson Group
1512 Larimer Street Suite 325
Denver, Colorado 80202
Attn. David Johnson
djohnson@etkinjohnson.com

OCLP, has caused this instrument to be executed this 5th day of August, 2014.

"OCLP"

Ohio Colorado Limited Partnership,
a Colorado limited partnership
By: Ohio Colorado Investments, Ltd., a Colorado limited partnership
Its: General Partner
By: Ohio Colorado Holdings, Inc., a Colorado corporation.


By: David L. Johnson
Title: Authorized Agent

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by David L. Johnson on behalf of OCLP

ANNEKE MCGRADY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054017025
MY COMMISSION EXPIRES SEPTEMBER 30, 2017


Notary Public
8220 E Fremont Circle
Centennial CO 80112
Address

My commission expires: 9/30/2017

Accepted by the Colorado Department of Public Health and Environment this 27th day of August, 2014.

By: Gary W. Baughman
Title: Director, AMWMD

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27 day of AUGUST, 2014 by GARY W. BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M. Ferris
Notary Public
4300 Cherry Creek Dr. S.
Denver, CO 80246
Address

My commission expires: October 21, 2015



ATTACHMENT A:

TOPOGRAPHIC MAP



Source: USGS 7.5-Minute Series Topographic Map:
Fitzsimmons, Colorado Quadrangle



NORTH

Figure 1
TOPOGRAPHIC MAP
Published: 1965
Revised: 1994
SCALE: 1" ~ 2,000'

Terracon

Charter Cleaners
16961 East Quincy Avenue
Aurora, Colorado
Project No. 25077089

ATTACHMENT B:

COVENANT LEGAL DESCRIPTION

Exhibit A

Covenant Area

Legal Description:

A parcel of land situated in the Southwest of Section 4, Township 5 South, Range 66 West, of the 6th Principal Meridian, City of Aurora, Arapahoe County, Colorado, being a part of Lot 1, Block 1, Summer Valley Subdivision Filing No. 27, more particularly described as follows:

Commencing at the Northeast corner of Lot 2, Block 1, Summer Valley Subdivision Filing No. 27, as recorded in Arapahoe County, Colorado; Thence N49°14'09"W a distance of 38.13 feet to the **Point of Beginning**; Thence S89°58'36"W a distance of 25.00 feet; Thence N00°01'24"W a distance of 90.00 feet; Thence N89°58'36"E a distance of 25.00 feet; Thence S00°01'24"E a distance of 90.00 feet to the **Point of Beginning**.

Parcel Contains (2,250 Square Feet) 0.05165 Acres.

Bearings used in the above legal description are based on the assumption that the North line of Lot 2, Block 1, Summer Valley Subdivision Filing No. 27, as recorded in Arapahoe County, Colorado bears N90°00'00"E and are for mathematical purposes only. No monuments were found or set.

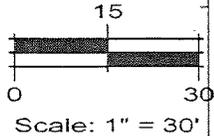
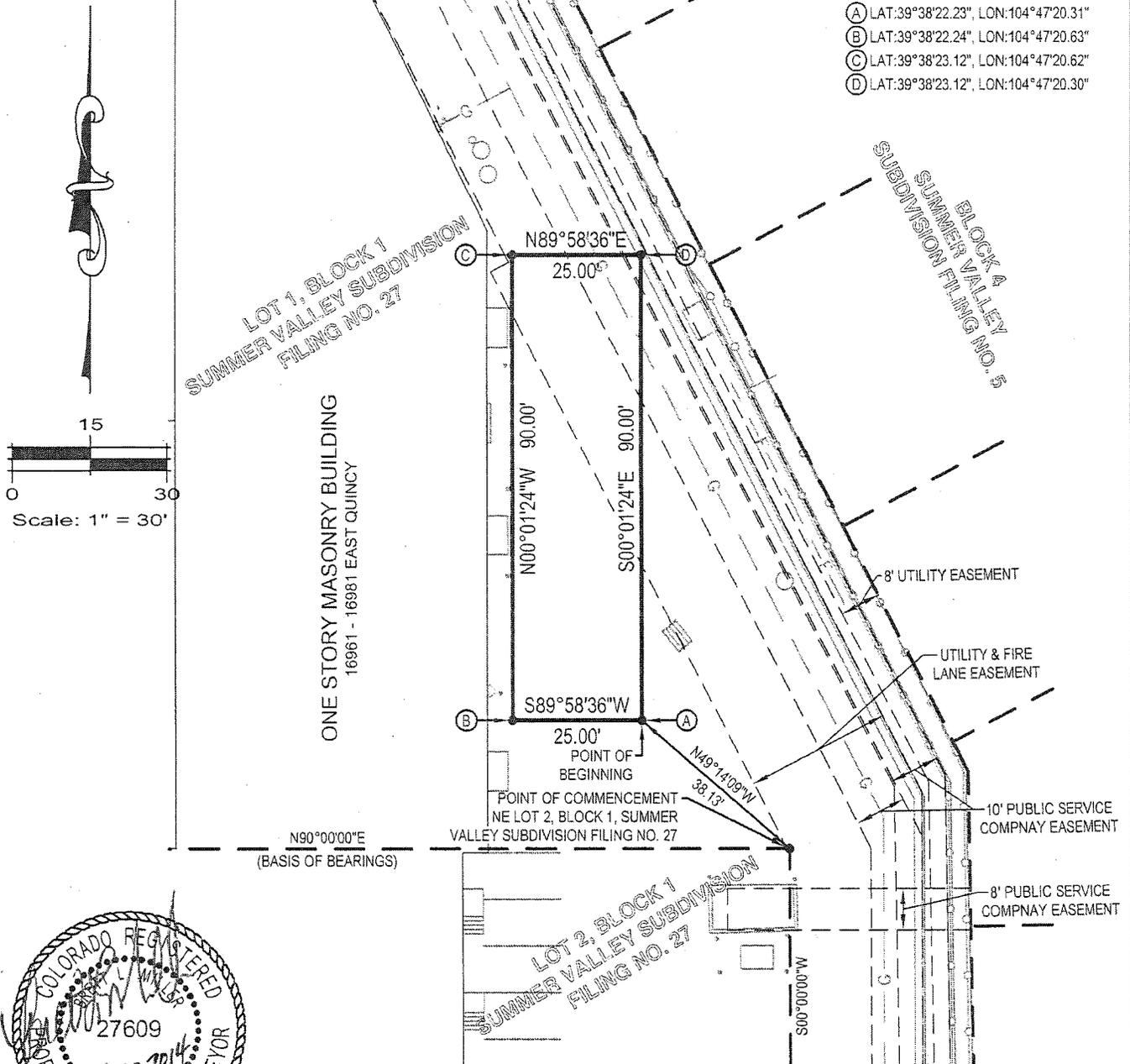
Date Prepared: June 17, 2014
Date of Last Revision: August 20, 2014
Prepared By: Brett L. Miller, PLS 27609
For and on Behalf of
Engineering Service Company
1300 South Potomac Street, Suite 126
Aurora, Colorado 80012
Phone: (303) 337-1393



EXHIBIT

COORDINATE PER STATE PLANE 83
CO CENTRAL WGS84

- (A) LAT:39°38'22.23", LON:104°47'20.31"
- (B) LAT:39°38'22.24", LON:104°47'20.63"
- (C) LAT:39°38'23.12", LON:104°47'20.62"
- (D) LAT:39°38'23.12", LON:104°47'20.30"



PARCEL CONTAINS
2,250 SQUARE FEET
0.05165 ACRES

ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012

PREPARED BY:

CITY OF AURORA

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

DRAWN BY: JDP	SCALE: 1"=30'	R.O.W. FILE#
CHECKED BY: BLM	DATE: 06/17/14 rev 08/20/14	<small>N: Patricia Elton, Johnson Group Summer Valley Quincy & Buckley C/O: Donata Elton - Quincy & Buckley Aurora - Exhibiting</small>

CONVENANT AREA

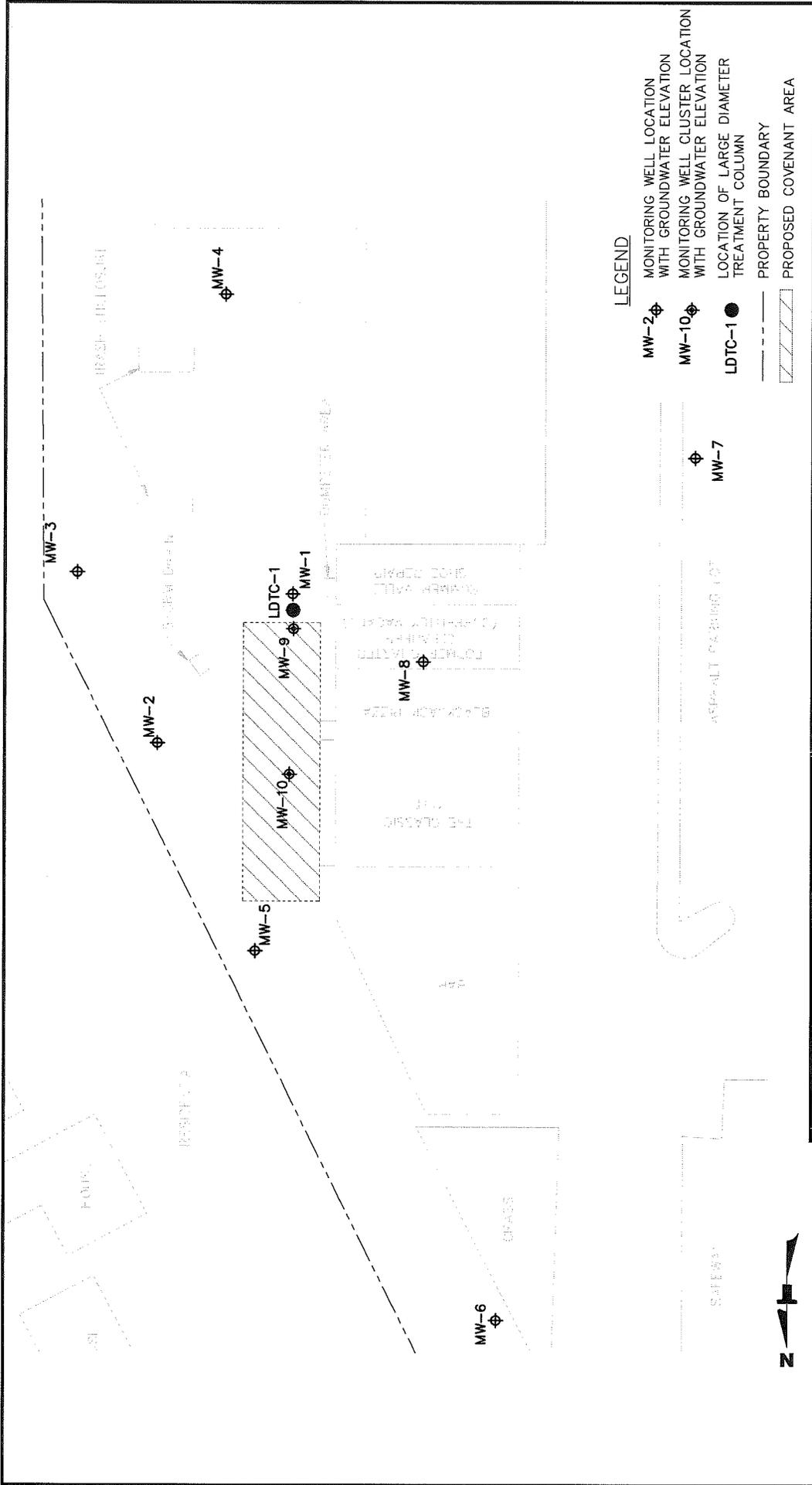
A PART OF LOT 1, BLOCK 1, SUMMER VALLEY SUBDIVISION FILING NO. 27
SITUATED IN THE SW 1/4 OF SECTION 4, T.5S., R.66W. OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

ATTACHMENT C:

FIGURE 2A - SITE DIAGRAM – SMA

FIGURE 2B – SITE AERIAL – SMA

FIGURE 2C – SITE ALTA SURVEY – SMA



LEGEND

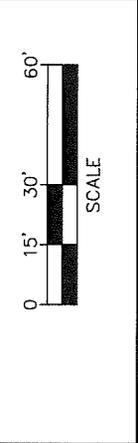
- MW-2 MONITORING WELL LOCATION WITH GROUNDWATER ELEVATION
- MW-10 MONITORING WELL CLUSTER LOCATION WITH GROUNDWATER ELEVATION
- LDTC-1 LOCATION OF LARGE DIAMETER TREATMENT COLUMN
- PROPERTY BOUNDARY
- PROPOSED COVENANT AREA

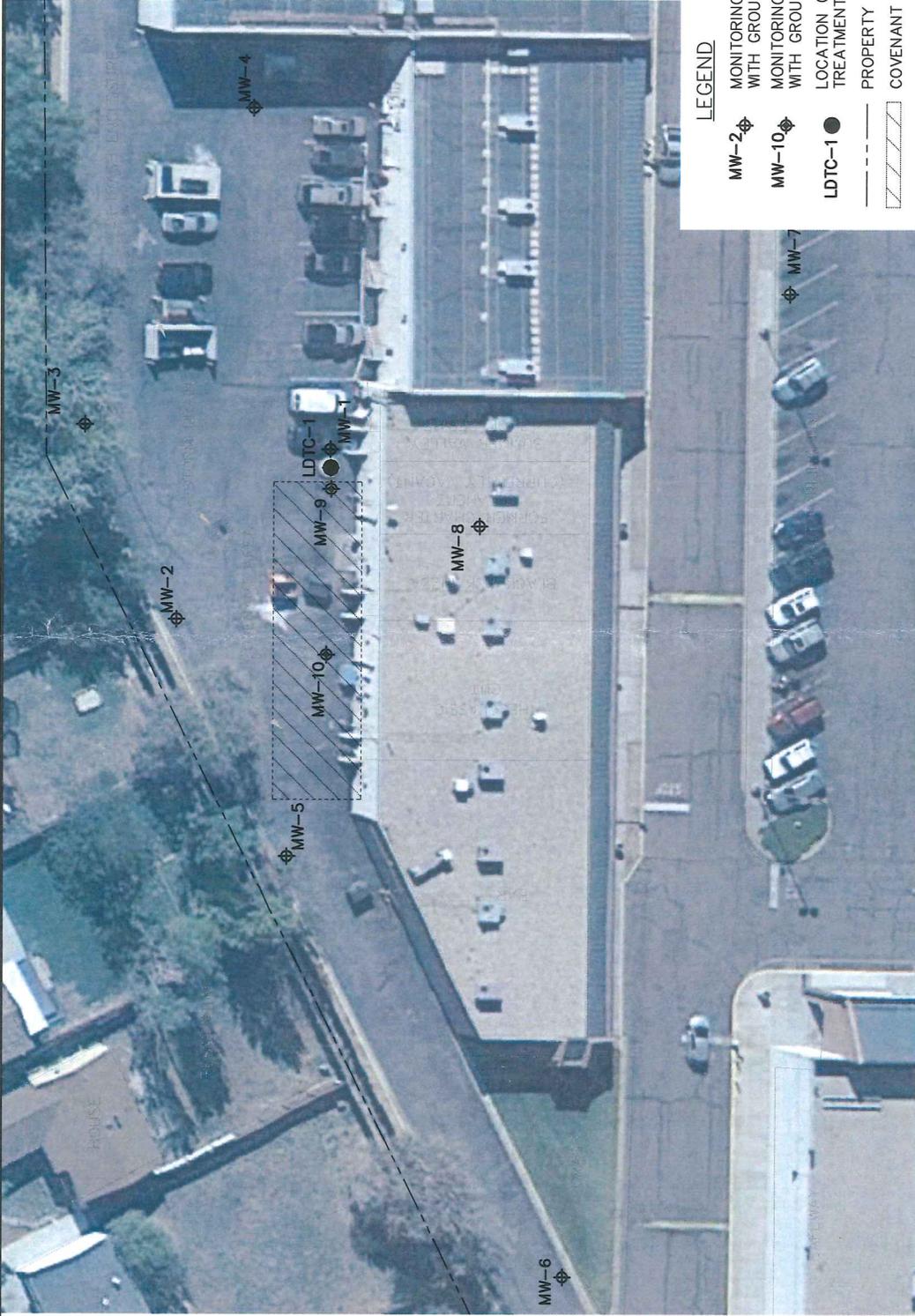
Figure Number:
2A

SITE DIAGRAM - COVENANT AREA
 FORMER CHARTER CLEANERS
 16961 EAST QUINCY AVENUE
 AURORA, COLORADO
 N.A. Project# 25077089, Consultant, Prop. Figures

Terracon
 Consulting Engineers & Scientists
 11625 W. FRONTAGE RD. N. SUITE 3, WHEAT RIDGE, CO 80037
 PH: (303) 423-3300 FAX: (303) 423-3353

PROJECT NO:	25077089
SCALE:	AS SHOWN
FILE NAME:	FIGURE 1.dwg
DATE:	11.14.13
PROJECT MANAGER:	JCC
DRAWN BY:	JCC
CHECKED BY:	JCC
APPROVED BY:	DFS





LEGEND

- MW-2 MONITORING WELL LOCATION WITH GROUNDWATER ELEVATION
- MW-10 MONITORING WELL CLUSTER LOCATION WITH GROUNDWATER ELEVATION
- LDTC-1 LOCATION OF LARGE DIAMETER TREATMENT COLUMN
- PROPERTY BOUNDARY
- COVENANT AREA

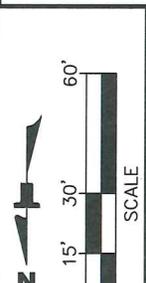
Figure Number:
2B

SITE AERIAL - COVENANT AREA
FORMER CHARTER CLEANERS
16961 EAST QUINCY AVENUE
AURORA, COLORADO
N:\Projects\2507\25077089\Comment Prop\FIGURES

Terracon
Consulting Engineers & Scientists
10625 W. 70 FRONTAGE RD N. SUITE 3 WHEAT RIDGE, CO 80033
PH. (303) 423-3300 FAX. (303) 423-3353

PROJECT NO: 25077089
SCALE: AS SHOWN
FILE NAME: FIGURE 1.dwg
DATE: 11.14.13

PROJECT MANAGER:	JCG
DRAWN BY:	JCG
CHECKED BY:	JCG
APPROVED BY:	DFS



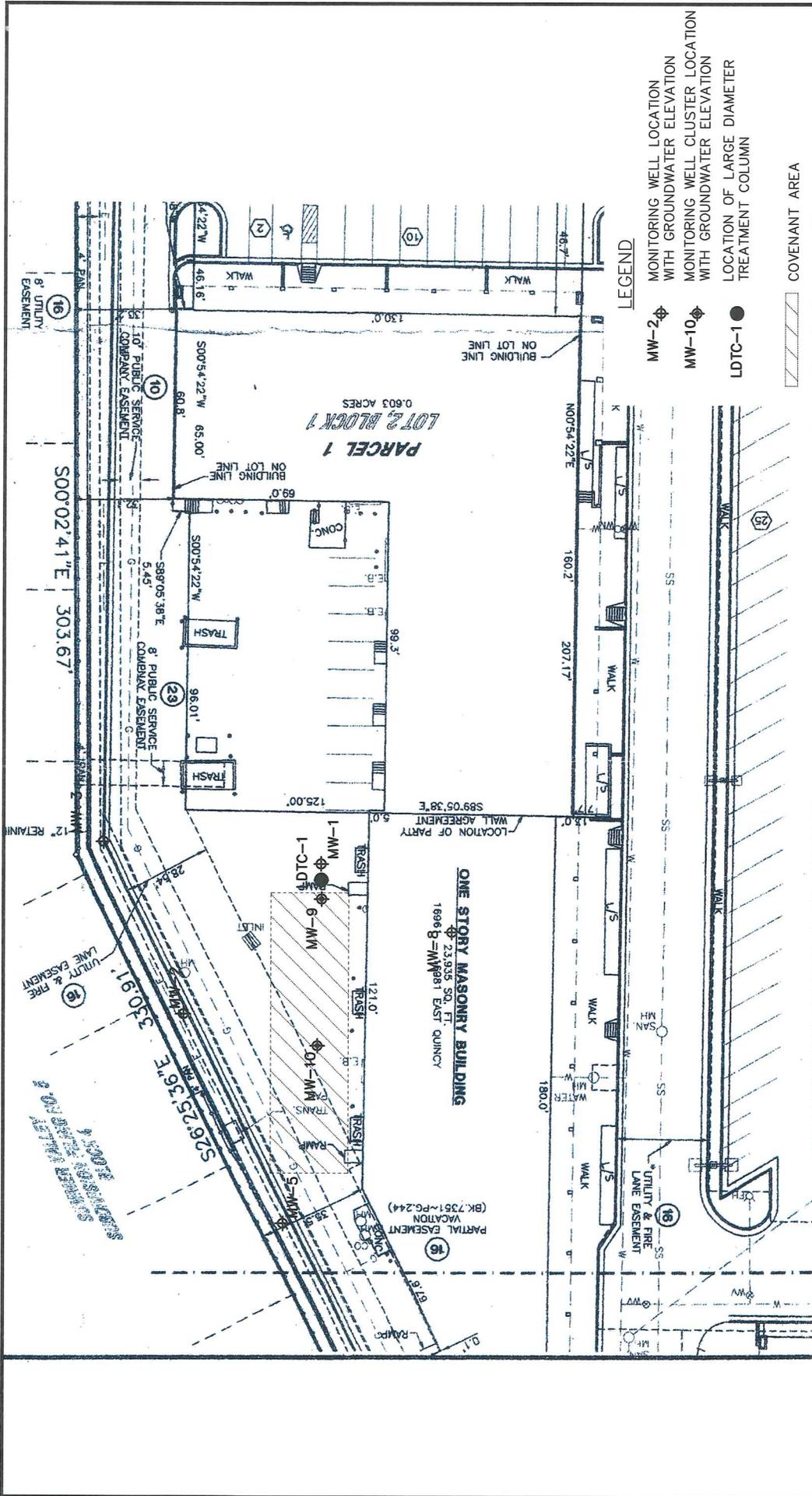


Figure Number: 2C

SITE ALTA SURVEY - COVENANT AREA
FORMER CHARTER CLEANERS
16961 EAST QUINCY AVENUE
AURORA, COLORADO
N:\Projects\2007\25077089\Covenant_Prop\FIGURES

Terracon
Consulting Engineers & Scientists
1826 W. 170th FRONTAGE RD. N. SUITE 3, WHEAT RIDGE, CO 80056
PH: (303) 423-3300 FAX: (303) 423-3353

PROJECT NO:	25077089
SCALE:	AS SHOWN
FILE NAME:	FIGURE 1B.dwg
DATE:	11.14.13

PROJECT MANAGER:	JCC	DFS
DRAWN BY:	JCC	
CHECKED BY:	JCC	
APPROVED BY:		DFS

