



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

**Covenant Information:**

**Covenant Date** 5/17/2016

**Last Modified** 5/17/2016

**Self Reporting**

**Media of Concern:**

**Surface Water:**

**Ground Water:**

**Air:**

**Soil:**

**Other:**

**Institutional Control ID: HMC0V00123**

**Site Contact Information:**

**Owner Corp:** The Reserve at Brauch Ranch Property Ow

**Contact Name:** Brenda Yost

**Contact Address:** PO Box 14

**Contact City:** Pine

**Contact State:** CO

**Contact Zip:** 80470

**Contact Phone:** 513-309-0598

**Contaminants of Concern:**

Lead, Asbestos

**Property Restrictions:**

- 1: Residential use prohibition.
- 2: Schools, playgrounds, day cares prohibited including uses that would routinely expose children to soil contamination.
- 3: No soil disturbance allowed unless approved by CDPHE.
- 4: Irrigation is prohibited.
- 5: Actions that may damage or impair the monitoring wells and probes, as well as the stormwater systems isw prohibited.

**Site Information:**

**ID:**

**Name:** Pine Gulch Landfill 059

**Address:** 1400 S Pine Valley Rd

**City:** Pine

**State:** CP

**Zip:** 80170

**Legal Description:**

See Institutional Control

# PINE GULCH 059

105°23'30"W

105°23'20"W

105°23'10"W

Featured Institutional Control



39°27'40"N

39°27'40"N

39°27'30"N

39°27'30"N

39°27'20"N

39°27'20"N

39°27'10"N

39°27'10"N

Pine Valley

Stone Chimney Ln

Chimney Ranch Ln

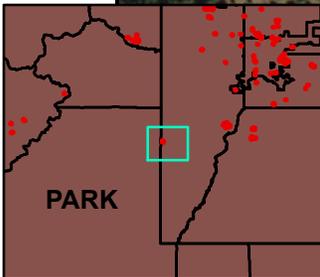
Jubilee

Spring Rd

Natural Spring Rd

Reserve Rd

**HMCOV00123**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

105°23'30"W

105°23'20"W

105°23'10"W

## HMCOV00123



**COLORADO**  
Hazardous Materials  
& Waste Management Division  
Department of Public Health & Environment



R \$46.00  
D \$0.00

2016058430

06/17/2016 09:15:12 AM 8 Page(s)

JEFFERSON COUNTY, Colorado

**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.**

4600

1-8

**ENVIRONMENTAL COVENANT**

THE RESERVE AT BRAUCH RANCH PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (Brauch) grants an Environmental Covenant ("Covenant") this 17<sup>th</sup> day of May, 2016 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, C.R.S. of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.

WHEREAS, Brauch is the owner of certain property commonly referred to as the former Pine Gulch Landfill, located within the Reserve at Brauch Ranch Subdivision, Pine, CO 80470 more particularly described in Attachments A and B, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530; and

WHEREAS, for purposes of indexing in the County Clerk and Recorder's office Grantor-Grantee index only, Brauch shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, the former Pine Gulch Landfill, the Property is the subject of enforcement and remedial action pursuant to the pursuant to the Closure/Post Closure Plan approved by the Department on August 6, 2014 (the "Plan") and the Solid Waste Disposal Sites and Facilities Act, § 30-20-101, *et seq.*; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment assuring long-term monitoring, maintenance and mitigation of an already closed landfill pursuant to the Plan; and

WHEREAS, Brauch 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 Brauch 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.

NOW, THEREFORE, Brauch hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachments A and B 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 Brauch 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.

γ

- 1) Use restrictions. The property may only be used for Open Space. The following use restrictions are not intended to preclude OWNER from using the Property for an above grade walking path, horse loop, or other recreational use, so long as such use does not disturb the landfill cover in any way.
  - a. Residential use is prohibited on the Property. The term “residential use” means use of a building or part of a building as a dwelling (i.e., as a place to sleep, eat and bathe). Dwellings include single family homes, apartments, condominiums, manufactured housing, assisted living facilities and nursing homes, but do not include motels, hospitals and other buildings used only for short-term lodging.
  - b. Schools, playgrounds, day care centers and other uses that could routinely expose children to residual soil contamination are prohibited on the Property.
  - c. No enclosed structures may be built or placed on the Property.
  - d. No excavation, construction, drilling, grading, tilling, vehicular traffic, or any other soil-disturbing activity is allowed on the Property, except as approved by the Department.
  - e. Irrigation of the property is prohibited, except as approved by the Department.
  - f. Actions that may damage or impair the proper functioning of any authorized monitoring or remedial wells are prohibited. This restriction shall not prohibit the installation use or repair of monitoring or remedial wells, as authorized by the Department.
  - g. Actions that may damage or impair the proper function of the stormwater controls are prohibited. This restriction shall not prohibit the installation use or repair of stormwater controls, as authorized by the Department.
  
- 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. 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 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.
  - 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. Brauch 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.
  - 12) Severability. If any part of this Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
  - 12) Notices. Any document or communication required under this Covenant shall be sent or directed to:

Jerry Henderson  
Hazardous Materials and Waste Management Division  
Colorado Department of Public Health and the Environment  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

4

The Reserve at Brauch Ranch Property Owners Association, Inc.  
If by USPS: PO Box 14, Pine, CO 80470 Other than USPS: 1335 Biloxi Ct Aurora, CO 80018

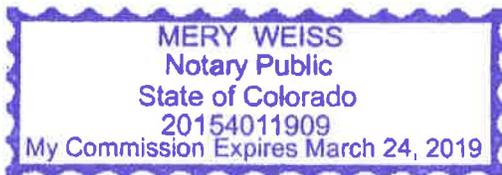
The Reserve at Brauch Ranch Property Owners Association, Inc., has caused this instrument to be executed this 17<sup>th</sup> day of May, 2016 <sup>BY</sup>

The Reserve at Brauch Ranch Property Owners Association, Inc.

By: Brenda Yost  
Title: POA President

STATE OF COLORADO )  
COUNTY OF Arapahoe ) ss:

The foregoing instrument was acknowledged before me this 17 day of May, 2016 by Brenda Marie Yost on behalf of The Reserve at Brauch Ranch Property Owners Association, Inc.



Mery Weiss  
Notary Public

Mery Weiss  
Address

3607 S. Road, Aurora CO 80013

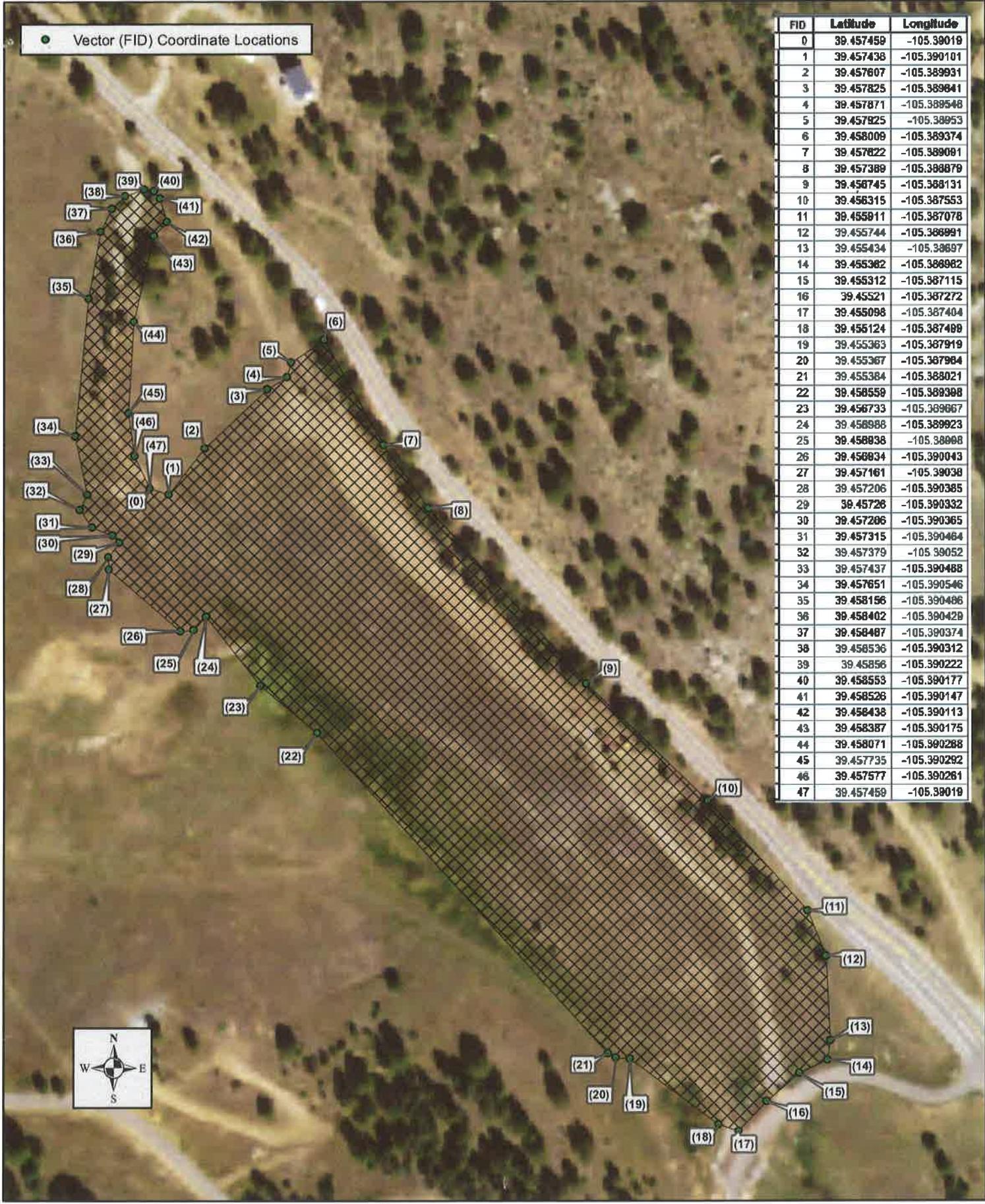
My commission expires: March 24, 2019



6

**ATTACHMENT A**  
**(LEGAL DESCRIPTION OF PROPERTY)**

The Vector coordinate locations defined on the Vector Map included with this Attachment A located within TRACT G, as depicted on the plat of The Reserve at Brauch Ranch, a Subdivision of a Portion of Section 12, T7S, R72W and a Portion of Section 7, T7S, R71W of the sixth principal meridian, County of Jefferson, State of Colorado, recorded on July 14, 2006, at Reception No. 2006086144 in the Office of the Clerk and Recorder, Jefferson County, Colorado.



FID	Latitude	Longitude
0	39.457459	-105.39019
1	39.457438	-105.390101
2	39.457607	-105.389931
3	39.457825	-105.389841
4	39.457871	-105.389548
5	39.457925	-105.38953
6	39.458008	-105.389374
7	39.457822	-105.389091
8	39.457389	-105.388879
9	39.456745	-105.388131
10	39.456315	-105.387553
11	39.455811	-105.387078
12	39.455744	-105.386991
13	39.455434	-105.38687
14	39.455382	-105.38682
15	39.455312	-105.387115
16	39.45521	-105.387272
17	39.455098	-105.387404
18	39.455124	-105.387499
19	39.455383	-105.387919
20	39.455367	-105.387984
21	39.455384	-105.388021
22	39.455559	-105.388398
23	39.456733	-105.389667
24	39.458988	-105.389923
25	39.458838	-105.38998
26	39.458834	-105.390043
27	39.457161	-105.39038
28	39.457206	-105.390385
29	39.45726	-105.390332
30	39.457286	-105.390365
31	39.457315	-105.390464
32	39.457379	-105.39052
33	39.457437	-105.390488
34	39.457651	-105.390546
35	39.458156	-105.390486
36	39.458402	-105.390429
37	39.458487	-105.390374
38	39.458536	-105.390312
39	39.45856	-105.390222
40	39.458553	-105.390177
41	39.458526	-105.390147
42	39.458438	-105.390113
43	39.458387	-105.390175
44	39.458071	-105.390288
45	39.457735	-105.390292
46	39.457577	-105.390281
47	39.457459	-105.39019

0 125 250 500 Feet

Attachment A: Vector Map

