

**RETURNED**

**JUL 25 2012**

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BK 5570 PG 1702

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RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

07/25/2012 02:30 PM

FEE \$0.00 Pgs: 8

DEP RTT REC'D FOR STATE OF UTAH

06-038-0125

06-048-0162, 0163, 0168, 0169, 0175, 0176  
After recording, return to: 0185-60 0188, 0159

Division Director 06-048-0192, 0155  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality  
195 North 1950 West  
P. O. Box 144840  
Salt Lake City, UT 84114-4840

With a copy to:

Holly Refining & Marketing Company – Woods Cross LLC  
393 South 800 West  
Woods Cross, UT 84087-1435  
Attn: Lynn Keddington, Vice President

and

Remedial Project Manager, EPR-SR  
Bountiful/Woods Cross/5<sup>th</sup> South PCE Plume NPL Site  
U.S. Environmental Protection Agency  
Region 8  
1595 Wynkoop Street  
Denver, CO 80202

### **FINAL ACCESS AGREEMENT OPERABLE UNIT 1**

**BOUNTIFUL/WOODS CROSS/5TH SOUTH PCE PLUME NPL SITE**  
Bountiful, Utah

Name of Owner: Holly Refining & Marketing Company – Woods Cross LLC  
Address of Owner: 393 South 800 West  
Woods Cross, UT 84087-1435  
Attn: Lynn Keddington, Vice President

Mailing Address of Property: 393 South 800 West  
Woods Cross, UT 84087-1435

Legal Description of Property: See attached "Access Agreement Survey."

#### **A. INTRODUCTION**

Holly Refining & Marketing Company – Woods Cross LLC (hereinafter referred to as "Holly"), is the owner and operator of the Property described in the Access Agreement Survey affixed hereto and by this reference made a part hereof (Property). The Access Agreement Survey was

also filed with the Davis County Recorder on the 16<sup>th</sup> day of July, 2012 as Survey No. 6217. The United States Environmental Protection Agency (EPA) installed remedy features including injection and monitoring wells on the Property with the consent of Holly. Holly, EPA and the Utah Department of Environmental Quality (UDEQ) (the "Parties") now agree to the following in regards to access of the Property.

#### B. PURPOSE

The purpose of access to the Property is to maintain remedy features for the trichloroethylene-contaminated groundwater plume from past operations at the former W.S. Hatch Company (HatchCo) facility located at 643 South 500 West in Woods Cross, Utah, east and upgradient of the Property. The groundwater plume extends from the source area (former HatchCo facility) and passes through the Property to approximately 1100 West. Such remedy features include 82 injection wells and 6 monitoring wells in Area A (Second Biobarrier); and 99 injection wells and 6 monitoring wells in areas B, C, and D (Third Biobarrier).

#### C. LOCATION OF REMEDY FEATURES ON PROPERTY

The remedy features are located wholly within the Property.

Area A – Biobarrier #2, is bordered approximately by 500 South and 700 South, and by 875 West and 950 West. Area A is more particularly described in the Access Agreement Survey appended hereto (and in Survey No. 6217).

Areas B, C, and D – Biobarrier #3, encompasses areas (B & C) south of 500 South and east of the railroad tracks located approximately along 1000 West; and, an area north of 500 South and west of the railroad tracks located approximately along 1000 West. Areas B, C and D are more particularly described in the Access Agreement Survey appended hereto (and in Survey No. 6217).

#### D. CONDITIONS

Holly consents to officers, employees, contractors, subcontractors, and other authorized representatives of EPA and UDEQ (collectively as the "Agencies") entering and accessing the Property subject to the following conditions:

1. As of the date of this Access Agreement until termination, as provided in Paragraph 6, the Agencies shall have continual access to the Property. Access to the Property (Areas A, B, C, and D) will be allowed for routine injections to treat groundwater, for maintenance, and groundwater monitoring utilizing the existing remedy features until termination as provided in Paragraph 6. The Agencies shall notify the refinery via e-mail and/or a telephone call, will sign-in at the visitor's desk each day prior to entering the Property, and will sign out at the end of the day.
2. The Property to be accessed and the existing remedy features are identified in the Access Agreement Survey appended hereto and in Survey No. 6217. In the event that the Agencies determine that additional remedy features are required to achieve the purposes of the remedy, the Agencies will first obtain approval from Holly for any

such features to be located on the Property before proceeding under this Final Access Agreement. In the event that additional remedy features are approved by Holly, the Agencies shall clear the locations for all such remedy features on the Property with utilities by Blue Stake (One-Call) and with Holly engineering personnel.

3. The Agencies are responsible for complying with applicable law governing the location of underground utilities prior to excavation. Any damage to underground utilities caused by the Agencies' activities shall be reported as required by law, to the appropriate party for emergency repairs. The Agencies' contractor(s) may be responsible for any such damage.
4. Operation of the remedy may include sampling. If requested, the Agencies shall provide split samples to Holly in suitable containers provided by Holly.
5. If, after construction by the Agencies, any of the remedy features need to be moved to accommodate refinery operations, Holly will perform or pay for any such relocation. The Agencies and Holly shall mutually agree on the relocation, and, if necessary, the boundaries of the Property areas will be adjusted accordingly.
6. This Access Agreement shall remain in effect until one year after the Agencies have completed the remediation of the trichloroethylene-contaminated groundwater plume described above. In the event that the remedy is not completed prior to December 31, 2022, the Agencies shall request an extension from Holly or their respective successors and assigns, who shall agree to extend the Agreement to a projected date based on the conclusions and recommendations of the most recent 5 Year Review.
7. Within one year after the remediation is completed, the Agencies shall: (a) abandon all subsurface remedy features in accordance with applicable regulations; (b) remove all surface remedy features; and (c) restore the surface of the Property to a condition that is reasonably similar to the conditions that existed on the date that the Agencies accessed the Property.
8. The Agencies' personnel and contractors who will be working on-site shall comply with Holly's rules, policies, and procedures relating to safety training, orientation, personal protection equipment, and general OSHA compliance.
9. This Access Agreement shall be binding upon, and inure to the benefit of, the Agencies and Holly and their respective successors and assigns. Any change in ownership or corporate or other legal status of Holly, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Holly's rights or obligations under this Agreement. Holly shall assure that any transfer of the Property shall be subject to this Access Agreement. Each signatory to this Agreement certifies that he or she is authorized to legally bind the party represented by him or her to the terms of this Access Agreement.
10. This Access Agreement is effective upon the date signed by the last of the Parties.

Holly understands that the actions by the Agencies are undertaken pursuant to their response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. § 9601, et seq and the Utah Environmental Quality Code, Utah Code Ann. Title 19. Notwithstanding any provision of this Access Agreement, the Agencies retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable federal or State statute or regulation.

**Holly Refining & Marketing Company – Woods Cross LLC**

By: Lynn P. Keddington  
Lynn P. Keddington  
Vice President

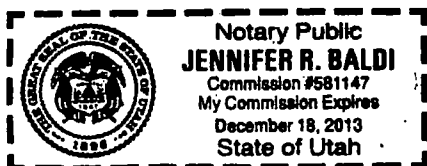
Date: 5/14/12

State of Utah )  
County of Davis ) ss:

Before me, a notary public, in and for said county and state, personally appeared Lynn P. Keddington, a duly authorized representative of Holly Refining & Marketing Company – Woods Cross LLC who acknowledged to me that he did execute the foregoing instrument on behalf of Holly Refining & Marketing Company – Woods Cross LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14<sup>th</sup> day of May, 2012.

[SEAL}



Jennifer R. Baldi  
Notary Public

**United States Environmental Protection Agency**

By: Bill Murray  
Bill Murray, Director  
Superfund Remedial Program  
U.S. Environmental Protection Agency  
Region 8

Date: 4/30/12

[illegible]

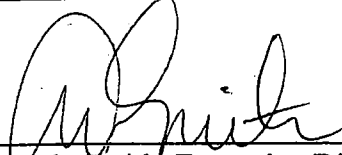
Before me, a notary public, in and for said county and state, personally appeared Bill Murray, Director at the United States Environmental Protection Agency, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 30<sup>th</sup> day of April, 2012.

[SEAL]

*Shirley A. [Signature]*  
Notary Public

Utah Department of Environmental Quality

By:   
Amanda Smith, Executive Director  
Utah Department of Environmental Quality

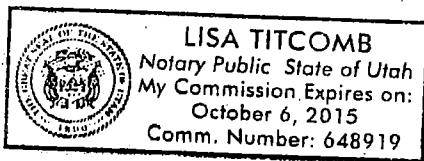
Date: July 19, 2012

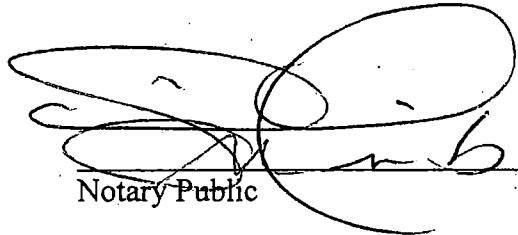
State of Utah            )  
                                  )        ss:  
County of Salt Lake    )

Before me, a notary public, in and for said county and state, personally appeared Amanda Smith, an authorized representative of the Department of Environmental Quality, who acknowledged to me that she did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal  
this 19 day of July, 2012.

[SEAL]



  
Notary Public

