

When Recorded Return To:

Vickey Sink  
3D Properties L.L.C.  
P O Box 444  
Roy, Utah 84067



\*W3302390\*

With Copy To:

Kevin Beery, DERR Project Manager  
Facility Identification No. 1200425, Release Site OIE  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation, UST Branch  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Weber County Parcel No. 085130009

## ENVIRONMENTAL COVENANT

This environmental covenant ("Environmental Covenant") is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code § 57-25-101, et seq. (the "Utah Act"). 3D Properties, L.L.C., as grantor ("Grantor") makes and imposes this Environmental Covenant upon the property more particularly described in Exhibit A and Exhibit B, Figure 1, hereto (the "Property"). The street address for the Property is 4795 South 3000 West, Roy, Utah. This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act.

1. Notice. Notice is hereby given that the Property is or may be contaminated with a regulated substance and therefore this Environmental Covenant is imposed to mitigate the risk to public health, safety and the environment.
2. Environmental Response Project. An environmental response project was conducted on the Property under the authority of the Utah Underground Storage Tank Act, Title 19, Chapter 6, Part 4 of the Utah Code that is administered by the Division of Environmental Response and Remediation ("DERR") within the Utah Department of Environmental Quality.

There were four underground storage tanks ("USTs") located at the Property, designated by the DERR as Facility 1200425, that were closed in place in July 2022 due to the

proximity of the tanks next to a building foundation. Release LEF was previously opened at the Facility in March 2000 during product piping closure activities. The DERR issued a No Further Action letter on May 25, 2012, for Release LEF. In July 2022, soil and groundwater contamination was discovered during in-place UST closure activities, and Release OIE was opened by the DERR.

New USTs were subsequently installed in an excavation northwest of the original UST basin, and approximately 24.6 tons of impacted soil were removed, including 18 tons removed from a small excavation west of the original tank basin, and 35,000 gallons of groundwater was from dewatering activities from the new UST excavation and treated prior to disposal in the sanitary sewer.

A subsurface investigation of Release OIE more fully defined the extent of the petroleum contamination, which showed groundwater concentrations below Tier 1 Screening levels, except for MTBE, with a concentration of 0.895 mg/l at CS-3. CS-3 had an MTBE level of 0.463 mg/l. The Tier 1 Screening Level for MTBE is 0.2 mg/l.

During the subsurface investigation, a vapor sample was collected close to the old UST basin on July 3, 2023, and failed the commercial benzene screening level of 16.4 ug/cm, with a result of 33 ug/cm.

A site plan detail map of the Property including the location of former and existing infrastructure, soil samples, monitoring wells, and the area where petroleum contamination remain on the Property above DERR Cleanup Standards ("Restricted Area") is included as Exhibit B, Figure 2. LNAPL Monitoring, Soil Analytical Results and Groundwater Monitoring and Analytical Results are included as Exhibit B, Figures 3 and 4, respectively, and the DERR UST Facility Cleanup Standards are included as Exhibit B, Figure 5.

3. Grantor. The Grantor of this Environmental Covenant is also an Owner as defined in Paragraph 4.
4. Owner. The Owner of the Property is a person who controls, occupies, or holds an interest (other than this Environmental Covenant) in the Property at any given time. Because this Environmental Covenant runs with the land, the obligations of the Owner are transferred to assigns, successors in interest, including without limitation to future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any references to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof

("Transferees"). Upon transfer of an Owner's interest in the Property, the Owner shall have no further rights or obligations hereunder. Notwithstanding the foregoing, nothing herein shall relieve Owner during the time it holds an interest in the Property of its responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property.

5. Holder. 3D Properties, L.L.C., shall be the grantee ("Holder") of this Environmental Covenant as defined in the Utah Act, §§ 57-25-102(6), 103(1), 103(3)(b). Holder may enforce this Environmental Covenant. Holder's obligations hereunder are limited to the specific provisions and the limited purposes described herein. Subject to the provisions hereof, Holder's rights and obligations survive the transfer of the Property.
6. Agency. The Utah Department of Environmental Quality ("UDEQ") is the Agency (as defined in the Utah Act) under this Environmental Covenant. The Agency may be referred to herein as Agency or UDEQ. Agency may enforce this Environmental Covenant. Agency assumes no affirmative duties through the execution of this Environmental Covenant.
7. Administrative Record. The environmental response project is assigned Facility Identification Number 1200425, Release Site OIE ("Administrative Record") on file with the DERR.
8. Activity and Use Limitations. As part of the environmental response project described above, the following activity and use limitations are imposed on the Property:
  - a. Use Limitations. Residential uses within the Restricted Area are prohibited.
  - b. Groundwater Limitations. Groundwater shall not be used for drinking water, irrigation or bathing purposes.
  - c. Sub-Slab Depressurization System (SSDS) and Restricted Area. Owner is required to continually operate and maintain the SSDS installed in 2023, which evacuates any accumulating petroleum vapors from under the building and directs it through a stack to vent to the outside atmosphere. If the SSDS system installed at the time this Environmental Covenant is recorded, or any other SSDS system subsequently installed, fails and cannot be repaired, Owner must install a new SSDS system to mitigate any accumulating petroleum vapors from under the building. An SSDS system must be continuously operated and maintained unless and until a vapor intrusion risk assessment is conducted and shows that there is no unacceptable vapor intrusion risk, as determined by the DERR, using the criteria

and standards as required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites, as may be amended from time to time.

d. Construction Limitations.

- i. In the event that future construction activities involving excavation are planned for the Restricted Area, workers will be required to comply with the Occupational Safety and Health Administration (“OSHA”) training for hazardous materials facilities (29 CFR § 1910.120).
- ii. Any petroleum impacted soil or water that is removed shall be treated/disposed in accordance with applicable law.
- iii. When constructing any structure above the Restricted Area, Owner shall install, maintain and operate vapor-related engineering controls to eliminate the potential for subsurface vapor phase petroleum to migrate into the structure, unless a vapor intrusion risk assessment is conducted and shows that there is no unacceptable vapor intrusion risk, as determined by the DERR, using the criteria and standards as required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites, as may be amended from time to time.

e. Construction Requirements.

- i. Prior to beginning any construction, Owner shall submit the following information to the DERR for review and approval:
  - A) A description of how contaminated soils and groundwater will be handled and disposed of during construction;
  - B) A description of how post-construction use will prevent unacceptable exposure to the remaining contamination in accordance with the criteria and standards required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites;
  - C) The installation and design specifications of any vapor barriers or other corrective action measure to be implemented at the site, including providing the DERR with copies of Owner’s application for a building permit with its vapor-related engineering control



plan, which has been reviewed, stamped and certified by a Utah-licensed Professional Engineer as adequate to protect human receptors from exposure to petroleum, vapor;

- D) A description of the operation and maintenance of any corrective action systems installed (i.e. a vapor barrier system);
- E) Any required permits and approvals for environmental work associated with the petroleum contamination; and
- F) Any sampling plans.

ii. After construction is completed and prior to occupation, Owner shall submit to the Agency a Post-Construction Report, which includes the following:

- A) A report signed by a Utah Certified UST Consultant documenting the proper handling and disposal of contaminated soil and groundwater, including waste manifests;
- B) Documentation demonstrating that the installed vapor mitigation system provides adequate protection to human receptors from exposure to petroleum vapor, including as-built drawings of the building and vapor mitigation system, prepared by a Utah Licensed Professional Engineer certifying that the vapor mitigation system was installed and is operating according to the approved plans and specifications; and
- C) Any soil, groundwater or vapor sample results from samples taken before and in connection with the construction.

- f. Compliance Reporting. Upon request, Owner shall submit written documentation to Agency verifying that the activity and use limitations remain in place and are being followed, as required.
- g. Period Agency Oversight. Agency may register the Property with Blue Stakes to obtain notification of planned excavations in the area. Blue Stakes charges a fee for each notification. Upon request, Owner shall reimburse Agency for notification fees and any associated Agency oversight. Agency may conduct periodic inspections and reviews to assess the protectiveness of the activity and use limitations described

herein. Upon request, Owner shall reimburse Agency for costs associated with inspections and reviews.

- h. Notification: The Owner shall notify Agency and Holder in writing as soon as reasonably practicable after becoming aware of a breach of the activity and use limitations described herein and shall indicate in that submission the action that the Owner shall take to remedy the breach. The Owner shall remedy the breach as soon as reasonably practicable. In addition, the Owner shall submit a written report to Agency describing the remedy implemented in response to the breach within *thirty (30) days* of the completion of the remedy.
9. Compliance Enforcement. This Environmental Covenant may be enforced pursuant to the Utah Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein shall not bar subsequent enforcement and shall not be deemed a waiver of a right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Agency from exercising any authority under applicable law.
10. Rights of Access. The right of access to the Property is permanently granted to the Agency and the Holders and their respective contractors for necessary response actions, inspections, implementation, and enforcement of this Environmental Covenant.
11. Notice upon Conveyance. Owner shall notify the Agency and Holder within *twenty (20) days* after each transfer of ownership of all or any portion of the Property. Owner's notice to Agency and Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry number, book and page number at which this document is recorded in the records of the Weber County Recorder in the State of Utah. Failure to provide notification shall have no effect upon the enforceability of and duty to comply with this Environmental Covenant.
12. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:
  - a. That it is the sole fee simple owner of the Property;

- b. That it has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
  - c. That it has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of its intention to enter into this Environmental Covenant, and has notified Agency of the names and contact information of the persons holding such encumbrances as provided in Paragraph 16, below, entitled "Notice," and
  - d. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which it may be bound or affected.
13. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Utah Act. Except as set forth herein, Grantor and Holder waive any and all rights to consent to or receive notice of amendment or termination concerning any parcel of the Property to which Grantor or Holder has no fee simple interest at the time of amendment or termination.
14. Effective Date, Severability and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Weber County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.
15. Recordation and Distribution of Environmental Covenant. Within *thirty (30) days* after the date of the final required signature upon this Environmental Covenant, Grantor shall file this Environmental Covenant for recording in the same manner as a deed to the Property with the Weber County Recorder's Office. Grantor shall distribute a file-and-date-stamped copy of the recorded Environmental Covenant to the Agency.
16. Notice. Unless otherwise notified in writing by or on behalf of the pertinent party, any document or communication required by this Environmental Covenant shall be submitted to:

*If to DEQ:*

Kevin Beery, DERR Project Manager



Facility Identification No. 1200425, Release Site OIE  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation, UST Branch  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

*If to 3D Properties, L.L.C.:*

Vickey Sink  
3D Properties, L.L.C.  
P O Box 444  
Roy, Utah 84067

17. Governmental Immunity. In executing this Environmental Covenant, Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably releases and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Utah Code §§ 57-25-109 and 57-25-110 or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law
18. Payment of Agency's Costs. Consistent with the Utah Act and other applicable law, the Owner, if invoiced, shall reimburse Agency for its costs related to this Environmental Covenant. The invoice may be based on actual costs incurred by Agency or on the fee schedule approved by the legislature, or both, as applicable.



3D Properties, L.L.C.  
A Utah Limited Liability Company  
As Grantor, Owner and Holder

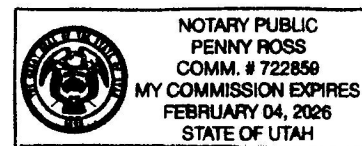
Vickey Sink  
Vickey Sink, Manager and Member  
3D Properties, L.L.C.

10-6-2023  
Date

State of Utah )  
County of Weber ) : ss.

On this 6 day of October, 2023, appeared before me Vickey Sink, Manager and Member of 3D Properties, L.L.C., as Grantor, Owner and Holder herein, who, her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of 3D Properties, L.L.C., has authorized her to execute the foregoing Environmental Covenant, and did duly acknowledge in my presence having executed the same for the purposes stated herein.

Penny Ross  
Notary Public



## UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code §§ 57-25-102(2) and 57-25-104(1)(e).

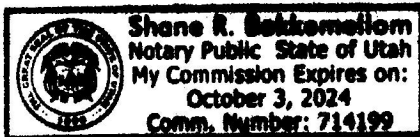
Brent H. Everett

Brent H. Everett, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality

17 October 2023  
Date

STATE OF UTAH     )  
                                      : ss.  
County of Salt Lake    )

On this 17<sup>th</sup> day of October, 2023, appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identify has been satisfactorily established by me, who acknowledged to me that he did execute the foregoing Environmental Covenant



Shane R. Bebbemellom  
Notary Public

PART OF THE SE 1/4, OF SECTION 9, T.5N., R.2W., S.13 & W.  
MIDLAND COMMERCIAL SUBDIVISION

TAXING UNIT 40

N. ROY CITY  
SCALE 1" = 60'

SEE PAGE 50-2

S 89°38'53" E 448.80'

MIDLAND COMMERCIAL  
3RD AVE SEE PG 664

N 00°21'05" E 4.30'  
E 62°83' R 250.00'

SEE PAGE 50-2

BLL A-R V-C INVESTORS LLC

085130004  
187 AC

MIDLAND COMMERCIAL  
2ND AVE SEE PG 648

SEE PAGE 50-2

S 89°7'6" E 33.00'

N 00°42'44" W 2.56'

N 89°7'6" W

MIDLAND COMMERCIAL  
1ST AND SEE PG 595

085130007

15.85 AC

085130010

20.45 AC

085130009

76.30 AC

3500 W. ST

S 0°42'44" W 7/8.53'

4/92.5

1/72.91'

TO UTILITY & DRAINAGE CASING'S FACE  
SIDE OF PROPERTY LINES AS INDICATED  
BY DASHED LINES EXCEPT AS OTHERWISE  
SHOWN

4800 SOUTH

SEE PAGE 50-2

FOR COMPLETE DATA SET  
ORIGINAL DEED ON PAGE 11  
BOOK 70, PAGE 63 OF RECORDS

**EXHIBIT A**

**Property**

**4795 South 3500 West  
Roy, Utah 84067**

**Legal Description**

**ALL OF LOT 9, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY,  
WEBER COUNTY, UTAH**

**08-513-0009**



## **EXHIBIT B**

### **Figures and Tables**

**Figure 1 - Area Map, Aerial photo of property showing adjacent streets and on-site buildings**

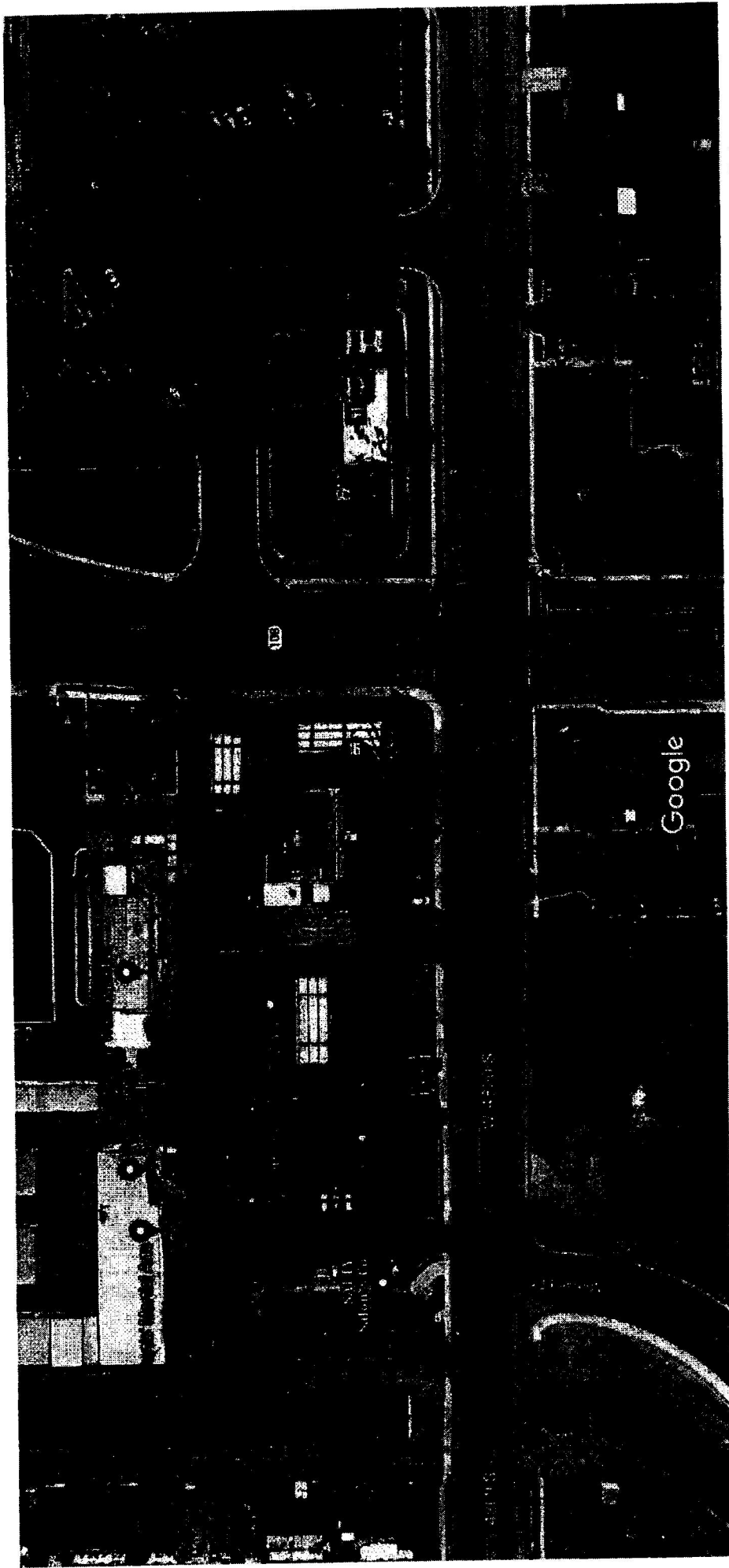
**Figure 2 - Site Map, Detailed Map of Restricted Area**

**Figure 3 - Soil Analytical Results (Table 1)**

**Figure 4 - Groundwater Monitoring and Analytical Results (Table 2)**

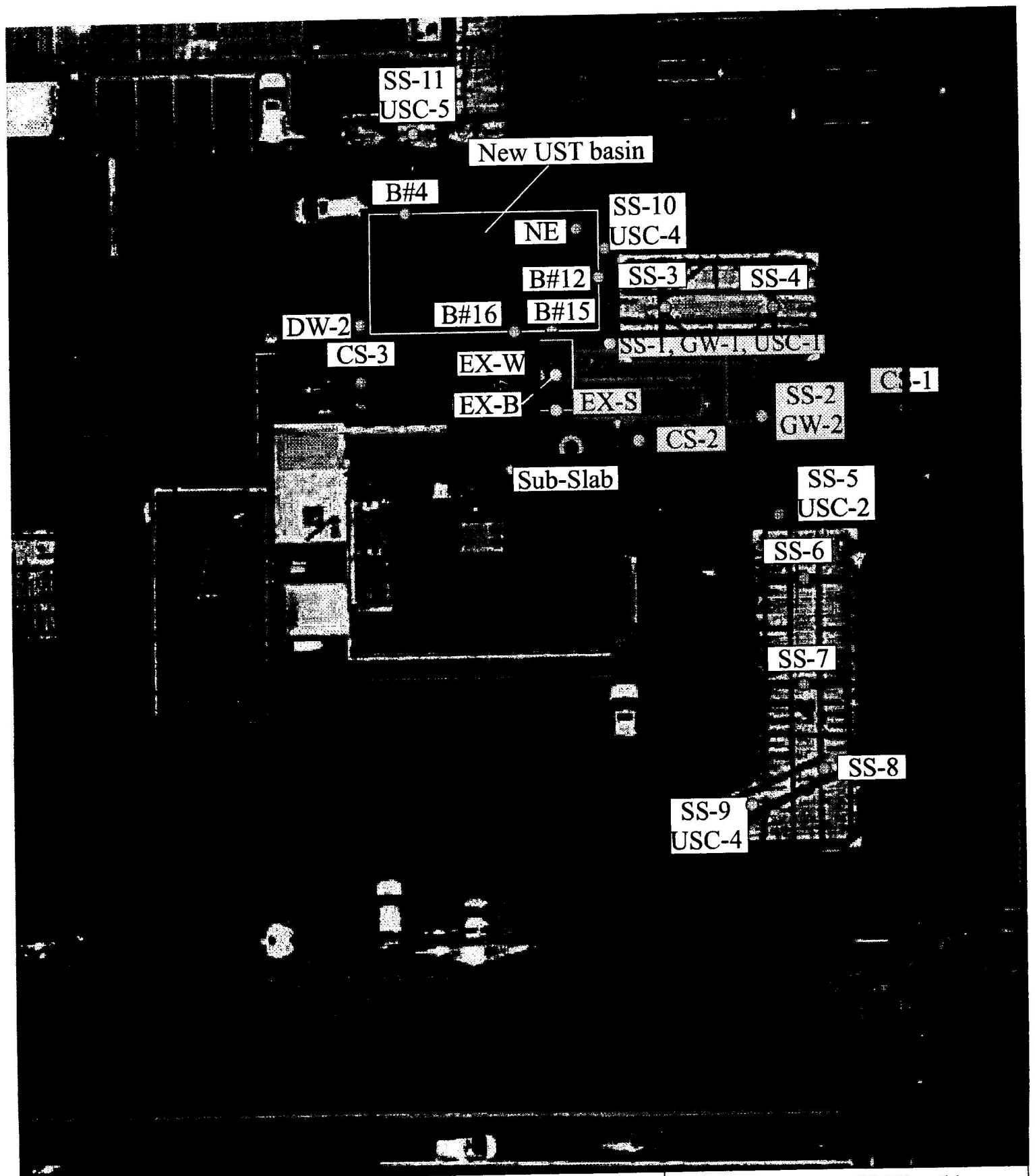
**Figure 5 - DERR UST Facility Cleanup Standards (R311-211-6, Utah Admin. Code)**

# FIGURE 1 - AREA MAP



Imagery ©2023 Google, Imagery ©2023 Airbus, Maxar Technologies, State of Utah, U.S. Geological Survey, Map data ©2023 50 ft

# FIGURE 2 - SITE MAP - DETAIL OF RESTRICTED AREA



- Sample Location
- Sub-Slab Sample Location

00 30  
Approx. scale in feet



**Triple Stop Phillips 66**  
4795 S 3500 West  
Roy, Utah

**Figure 1**

**Site Map**  
E#3302390 Pg15of19

# FIGURE 3 - SOIL ANALYTICAL RESULTS (TABLE 1)

Table 1

## Soil Sample Analytical Results

Triple Stop Phillips 66, Roy, UT (Fac ID #1200425)

Sampling Location	Depth (ft)	Date	MTBE (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	Naphthalene (mg/kg)	TPH-GRO (mg/kg)	TPH-DRO (mg/kg)
ISL's			0.3	0.2	9	5	142	51	150	500
RBCA Tier 1 Screening Levels			0.3	0.9	25	23	142	51	1,500	5,000
UST Soil Closure Samples										
SS-1 @ 7-8'	7 - 8	7/21/22	<0.12	<0.12	1.84	83.5	553	37	8,940	2,460
SS-2 @ 7-8'	7 - 8	7/27/22	<0.12	<0.12	0.52	2.27	25.2	0.71	547	513
SS-3 @ 3-4'	3 - 4	7/27/22	<0.01	<0.01	<0.03	<0.03	<0.03	<0.03	<0.318	<72
SS-4 @ 3'	3	7/27/22	<0.009	<0.009	<0.02	<0.02	<0.02	<0.02	<0.219	<58
SS-5 @ 3'	3	7/27/22	<0.009	<0.009	<0.02	<0.02	<0.02	<0.02	<0.220	<59
SS-6 @ 3'	3	7/21/22	<0.009	0.01	<0.02	0.04	0.06	<0.02	0.748	<61
SS-7 @ 3'	3	7/21/22	<0.01	<0.01	<0.03	0.03	0.05	<0.03	0.44	96
SS-8 @ 2.5'	2.5	7/21/22	<0.01	<0.01	<0.03	0.07	0.43	<0.03	32.2	<57
SS-9 @ 3'	3	7/21/22	<0.11	<0.11	<0.28	0.54	1.19	1.83	117	3,000
SS-10 @ 3-4'	3 - 4	7/27/22	<0.009	<0.009	<0.02	<0.02	<0.02	<0.02	<0.235	<67
SS-11 @ 3'	3	8/11/22	<0.008	<0.008	<0.02	<0.02	<0.02	<0.02	<0.210	<59
Additional Site Characterization Soil Samples										
Beam #4 @	6.5 - 7	7/25/22	<0.009	<0.009	<0.02	<0.02	<0.02	<0.02	<0.214	<65
Beam #12 @	6.5 - 7	7/25/22	<0.01	0.52	0.03	5.81	0.73	2.43	33.2	196
Beam #12 @	10 - 12	7/25/22	<0.009	<0.009	<0.02	<0.02	<0.02	0.07	0.661	<64
Beam #15 @ 6'	6 - 7	7/26/22	<0.01	0.12	0.03	0.36	0.14	<0.03	2.91	<74
Beam #15 @ 9'	9 - 10	7/26/22	<0.01	<0.01	<0.03	0.09	<0.03	<0.03	0.405	<64
Beam #16 @ 6'	6 - 7	7/26/22	<0.01	0.02	<0.03	<0.03	<0.03	<0.03	0.698	<68
DW-2 @ 6-7'	6 - 7	7/27/22	<0.01	<0.01	<0.03	<0.03	<0.03	<0.03	<0.316	<65
DW-2 @ 10-	10 - 11	7/27/22	<0.01	<0.01	<0.03	<0.03	<0.03	<0.03	<0.316	<67
NE, 6-7'	6 - 7	7/28/22	0.06	<0.01	<0.04	<0.04	<0.04	<0.04	<0.355	<73



Table 1

Soil Sample Analytical Results  
Triple Stop Phillips 66, Roy, UT (Fac ID #1200425)

Sampling Location	Depth (ft)	Date	MTBE (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	Naphthalene (mg/kg)	TPH-GRO (mg/kg)	TPH-DRO (mg/kg)
ISL's			0.3	0.2	9	5	142	51	150	500
RBCA Tier 1 Screening Levels			0.3	0.9	25	23	142	51	1,500	5,000
Excavation Samples										
EX-B, 9'	9	8/11/22	<0.13	<b>0.30</b>	<0.32	0.6	4.4	0.68	26.3	<64
EX-S, 7'	7	8/11/22	<0.12	0.16	<0.31	0.74	4.62	0.34	44.3	<62
EX-W, 7'	7	8/11/22	<0.01	<b>0.72</b>	0.25	0.62	3.37	<0.03	6.7	<67
July 2023 Investigation										
CS-1, 7'	7	7/03/23	<0.01	<0.01	<0.03	<0.03	<0.03	<0.03	<0.271	<66
CS-2, 8'	8	7/03/23	<0.01	0.12	<0.03	0.30	0.15	<0.03	2.98	<76
CS-3, 8'	8	7/03/23	<0.01	<0.01	<0.03	<0.03	<0.03	<0.03	<0.282	<65

TPH-GRO = Total petroleum hydrocarbons-gasoline range organics

TPH-DRO = Total petroleum hydrocarbons - diesel range organics

mg/kg = milligrams per kilogram, which approximates parts per million

ISL = Initial Screening Level

highlighted cells indicate concentrations that exceed ISL

**BOLD** values indicate concentrations that exceed Tier 1 levels

FIGURE 4 - GROUNDWATER MONITORING AND ANALYTICAL RESULTS (TABLE 2)

Table 2 Groundwater Analytical Results Triple Stop Phillips 66, Roy, UT (Fac ID #1200425)									
Sampling Location	Date	MTBE (mg/L)	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	Naphthalene (mg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
ISL's		0.2	0.005	1	0.7	10	0.7	1	1
RBCA Tier 1 Screening Levels		0.2	0.3	3	4	10	0.7	10	10
UST Closure Samples									
GW-1 @8'	7/21/22	0.118	0.147	0.073	0.692	1.64	0.479	13	5.1
GW-2 @8'	7/27/22	<0.005	<0.005	0.066	0.737	2.08	0.134	<b>59.2</b>	5.8
UPDES Samples									
GW-1 (UPDES INF-1)	7/22/22	0.043	0.114	0.049	0.534	1.68	0.342	NA	NA
UPDES Inf -1	7/27/22	<0.005	<0.005	<0.012	<0.012	<0.012	<0.012	<0.125	1.1
EFF -1	8/02/22	<0.005	<0.005	<0.012	<0.012	<0.012	<0.012	<0.125	<1
July 2023 Investigation									
CS-1	7/03/23	<0.005	<0.005	<0.012	<0.012	<0.012	<0.012	<0.125	<1
CS-2	7/03/23	<b>0.895</b>	0.047	<0.012	0.11	0.031	<0.012	0.980	1.1
CS-3	7/03/23	<b>0.463</b>	0.056	<0.012	<0.012	<0.012	<0.012	0.455	<1

TPH-GRO = Total petroleum hydrocarbons-gasoline range organics

TPH-DRO = Total petroleum hydrocarbons - diesel range organics

mg/L = milligrams per liter, which approximates parts per million

ISL = Initial Screening Level

NA = Not analyzed

UPDES = Utah Pollutant Discharge Elimination System

highlighted cells indicate concentrations that exceed ISL

**BOLD** values indicate concentrations that exceed Tier 1 levels

FIGURE 5 - UST FACILITY CLEANUP STANDARDS (R311-211-6 UTAH ADMIN. CODE)

**Initial Screening Levels**  
November 1, 2005

Contaminants*	Groundwater (mg/L)	Soil (mg/kg)
Benzene	0.005	0.2
Toluene	1.0	9
Ethylbenzene	0.7	5
Xylenes	10.0	142
Naphthalene	0.7	51
Methyl t-butyl ether (MTBE)	0.2	0.3
Total Petroleum Hydrocarbons (TPH) as gasoline	1	150
Total Petroleum Hydrocarbons (TPH) as diesel	1	500
Oil and Grease or Total Recoverable Petroleum Hydrocarbons (TRPH)	10	1000

**Tier 1 Screening Criteria**  
November 1, 2005

*Tier 1 Screening Levels are applicable only when the following site conditions are met:*  
*1.) No buildings, property boundaries or utility lines within 30 feet of the highest measured concentration of any contaminant that is greater than the initial screening levels but less than or equal to the Tier 1 screening levels AND,*  
*2.) No water wells or surface water within 500 feet of highest measured concentration of any contaminant that is greater than the initial screening levels but less than or equal to the Tier 1 screening levels.*

Contaminants *	Groundwater (mg/L)	Soil (mg/kg)
Benzene	0.3	0.9
Toluene	3	25
Ethylbenzene	4	23
Xylenes	10	142
Naphthalene	0.7	51
Methyl t-butyl ether (MTBE)	0.2	0.3
Total Petroleum Hydrocarbons (TPH) as gasoline	10	1500
Total Petroleum Hydrocarbons (TPH) as diesel	10	5000
Oil and Grease or Total Recoverable Petroleum Hydrocarbons (TRPH)	10	10000