Ent 314286 Bk 0802 Pg 0003
Date: 09-MAR-2022 4:14:34PM
Fee: $40.00 Check Filed By: TAJ
TALISHA A JOHNSON, Recorder
SANPETE COUNTY CORPORATION
For: FREEDOM FORD INC

When Recorded Return To:

Freedom Ford, Inc.
Attention: J.L. Larson
396 South Main Street
Gunnison, Utah, 84634

With Copy To:

Mark Crim, DERR Project Manager
Facility Identification No. 2000063, Release Site NYG
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
195 North 1950 West, 1st Floor
P.O. Box 144840
Salt Lake City, Utah 84114-4840

Parcel Numbers. 000002647X1 and 000002467X2

ENVIRONMENTAL COVENANT

This environmental covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Section 57-25-101, et seq. (the "Utah Act). Freedom Ford, Inc., as grantor ("Grantor") makes and imposes this environmental covenant upon the property more particularly described in Exhibit A attached hereto (the "Property"). The street address of the Property is 396 South Main Street in Gunnison, 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 Ann. that is administered by the Division of Environmental Response and Remediation ("DERR") in the Utah Department of Environmental Quality.

   The Property is located at 396 South Main Street in Gunnison, Utah (Exhibit B, Figure 1) and is a regulated underground storage tank (UST) and leaking UST facility (DERR Facility ID No. 2000063; Release Site NYG). At the time of this Environmental Covenant, the Property is developed and occupied by Freedom Ford, a dealership and full-service facility, and the RV and Sports Center. The Property is occupied by four buildings that are surrounded by pavement, gravel-covered storage areas, and landscaping associated with the Freedom Ford facility.

Historical research indicates that the Property likely consisted of agricultural land prior to the current commercial development by at least the 1950s. The Gunnison Co-op (farm equipment company), and then the Sugar Valley Sales (lumber sales, farm equipment, and other agricultural supplies) operated on the Property in the 1950s. Hansen's Farm Supply (tractors, agricultural implements, lumber, fuel, and other agricultural supplies) operated on the Property during the 1960s through the early 1980s. The current owner/occupant, Freedom Ford, began operating on the Property in the mid-1980s.

The Property has been used for a variety of commercial land uses that have involved the storage, handling, and use of petroleum products and potentially hazardous substances since at least the 1950s. Past uses included at least two USTs, one underground heating oil tank (UHOT), several aboveground storage tanks (ASTs), used in commercial and private fueling systems, automotive service and repair, with in-ground lifts, etc.

Subsurface investigations were performed throughout 2020, with groundwater sampling through July 2021, to assess the current levels of impacts in soils and groundwater at the Property. The results of these investigation indicate soil and groundwater impacts are still present, with low to moderate levels of total petroleum hydrocarbons as diesel-range organics (TPH-DRO) and total petroleum hydrocarbons as gasoline-range organics (TPH-GRO) above regulatory screening levels. Volatile organic constituents, i.e., methyl-tert butyl ether (MTBE), benzene, toluene, ethyl benzene, xylenes, and naphthalene (MBTEXN), were not present above the regulatory screening levels.

Soil contamination remaining above the DERR Cleanup Standard is found at three locations. At the UHOT, where TPH-DRO impacted soil remains from about 2' to 6' below grade (bg), with a concentration of 2,130 mg/kg. At B-17/MW-17, where TPH-GRO impacted soil remains from about 4' to 20' bg, with a concentration of 473 mg/kg, and at B-19, where TPH-GRO impacted soil remains from about 15' to 20' bg, with a concentration of 499 mg/kg.

Regarding groundwater, the groundwater plume is about 200' long by 75' wide, and currently meets the DERR Cleanup Standard, excepting at MW-26, where one of two sampling events had TPH-DRO above the standard.

Based on all of the investigations the extent and degree of impacts from this release have been defined, and remains limited to the Property.

A map of the general Property location is included as attached Exhibit B, Figure 1. Attached Exhibit B, Figure 2 presents a map of the monitoring well locations and the area where petroleum concentrations in soils and groundwater remain above DERR Cleanup Standard. Soil and groundwater sample laboratory results are summarized in attached Exhibit B, Table 1 and Table 2, respectively.

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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 reference 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. Freedom Ford, Inc., shall be the grantee ("Holder") of this environmental covenant as defined in Sections 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 the Agency or the UDEQ. The Agency may enforce this environmental covenant. The Agency assumes no affirmative duties through the execution of this environmental covenant.

7. Administrative Record. The environmental response project is assigned Facility Identification Number 2000063, Release Site NYG ("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 are prohibited unless soil and groundwater remediation is completed under the oversight of the Utah DERR and reduces residual petroleum impacts to concentrations below Utah Initial Screening Levels.

b. Groundwater Use Limitations. Groundwater shall not be used for drinking water, irrigation or bathing purposes.

c. Construction Limitations.

i. In the event that future construction activities involving excavating are planned for the petroleum impacted area detailed in the attached Area of Remaining Contamination map (Exhibit B, Figure 2), workers will be required to comply with the Occupational Safety and Health Administration (OSHA) training for hazardous materials facilities (29 CFR 1910.120).

ii. Petroleum impacted soil or groundwater that is removed at that time shall be treated/disposed in accordance with applicable law.

iii. When constructing any structure above the impacted 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.

d. 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 the post-construction use will prevent unacceptable exposure to the Residual 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

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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, documentation prepared by a Utah Licensed Professional Engineer certifying that the vapor mitigation system was installed and is operational 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.

e. Compliance Reporting. Upon request, Owner shall submit written documentation to the UDEQ verifying that the activity and use limitations remain in place and are being followed.

f. Periodic 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.

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. Right 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 the 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 unsurveyed 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 no., book and page number at which this document is recorded in the records of the Sanpete County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this environmental covenant.

12. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

a. that the Grantor is the sole owner of the Property;

b. The Grantor holds fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit B attached hereto and incorporated by referend herein;

c. 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;

d. 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 the Agency of the names and contact information of the persons holding such encumbrances as provided in Paragraph 17, below, entitled: "Notice;" and,

e. 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.

f. To the extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to Utah Code §§ 57-25-103(4)(a) and the subordination agreement(s) (attached hereto as Exhibit C).]

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 or notice of amendment 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 Sanpete 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 Sanpete 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 the UDEQ:

Mark Crim, DERR Project Manager
Facility Identification No. 2000063, Release Site NYG, Division of Environmental Response and Remediation, UST Branch
UDEQ
P.O. Box 144840
Salt Lake City, Utah 84114-4840

If to Freedom Ford, Inc.:

Freedom Ford, Inc.
Attention: J.L. Larson
396 South Main Street
Gunnison, Utah, 84634

17. Governmental Immunity. In executing this covenant, the 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 release 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 Sections 57-25-109 and 57-25-110 of the Utah Code 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 Section 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 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.

Freedom Ford, Inc.
J.L. Larson, (Freedom Ford, Inc. Owner)
As Grantor, Owner and Holder

Date 2-16-2022

NANCY MUNOZ
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 708867
COMM. EXP. 10-21-2023

State of Utah)
): ss.
County of Sanpete)

On this 16 day of February, 2022, appeared before me J.L. Larson owner of Freedom Ford, Inc., Grantor, Owner and Holder herein, who, his identity having been satisfactorily established to me, executed the foregoing environmental covenant in my presence.

Notary Public

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

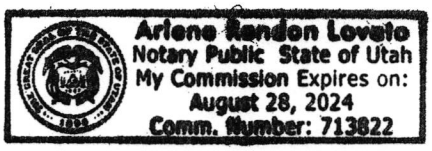
The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing environmental covenant pursuant to Utah Code Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett

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

3 MARCH 2022

Date



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

On this 3rd day of March, 2022 appeared before me Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the foregoing environmental covenant.

Arlene Rendon Lovato

Notary Public

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Exhibit A

Property Legal Description

Ent 314286 Bk 0802 Pg 0013

Property

396 South Main Street
Gunnison, Utah 84634

Legal Description

Sanpete County Parcel No. 000002647X1
2.92 acres

Beginning 9.10 chains West from the Northeast corner of the Northeast quarter of Section 20, Township 19 South, Range 1 East, Salt Lake Base and Meridian; thence West 10.90 chains, thence South 2.94 chains, thence East 7.17 chains, thence South 87°28' East 3.60 chains to the State Highway, thence North 3°50' East 3.11 chains, to the point of beginning. Excepting therefrom any part in the State Highway right of way.

Sanpete County Parcel No. 000002647X2
2.00 acres

Beginning 9.10 chains West and South 3°50' West 3.11 chains from the Northeast corner of the Northeast quarter of Section 20, Township 19 South, Range 1 East, Salt Lake Base and Meridian; thence North 87°28' West 3.60 chains, thence West 7.17 chains, thence South 1.04 chains, thence South 44°33' East 1 chain, thence East 9 chains, thence North 3°50' East 1.81 chains, to the point of beginning. Excepting therefrom any part in the State Highway right of way.

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Exhibit B Maps

and Tables

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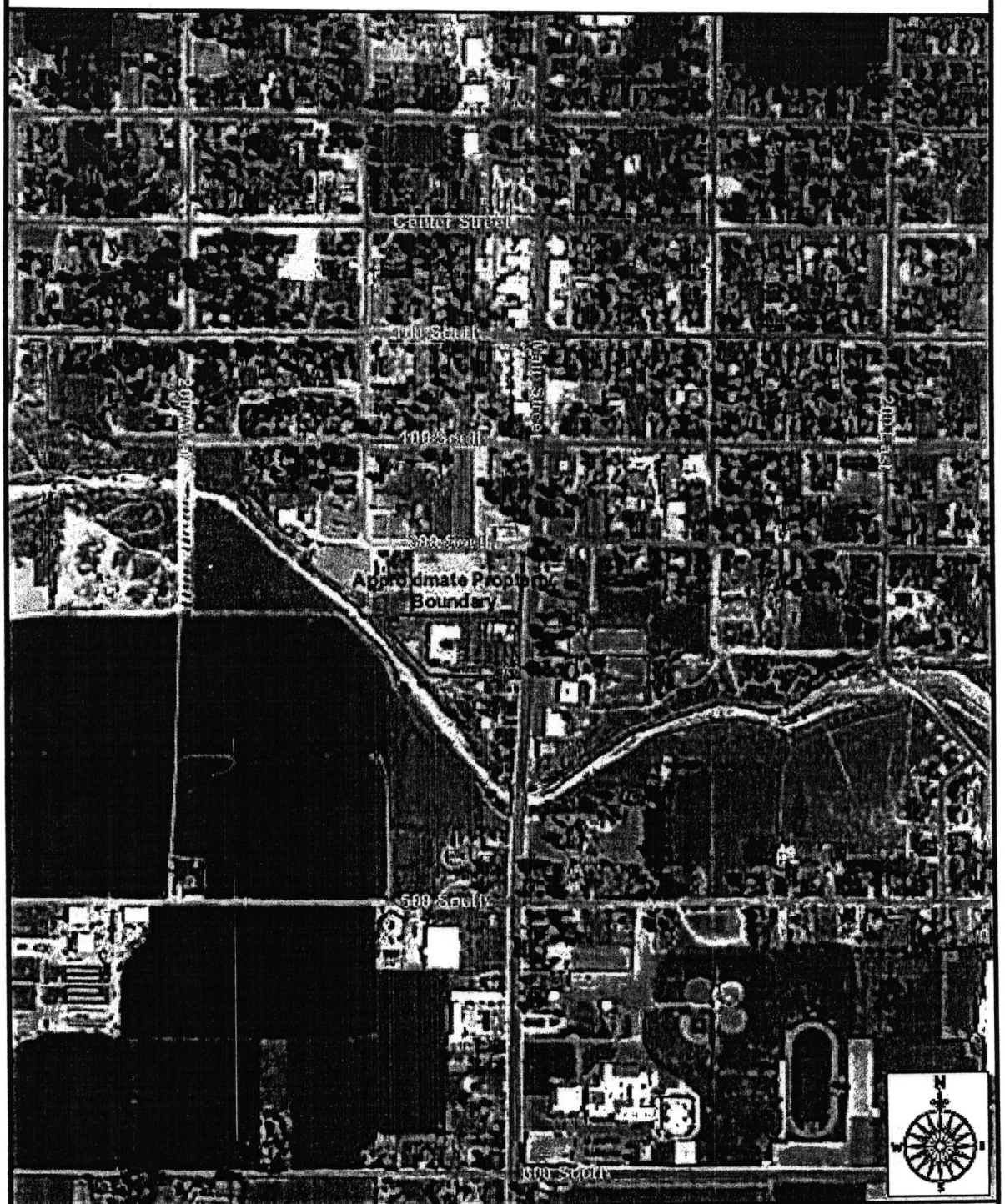
FREEDOM FORD PROPERTY WEI 2466-002F



Property Location Map | Figure 1

WASATCH

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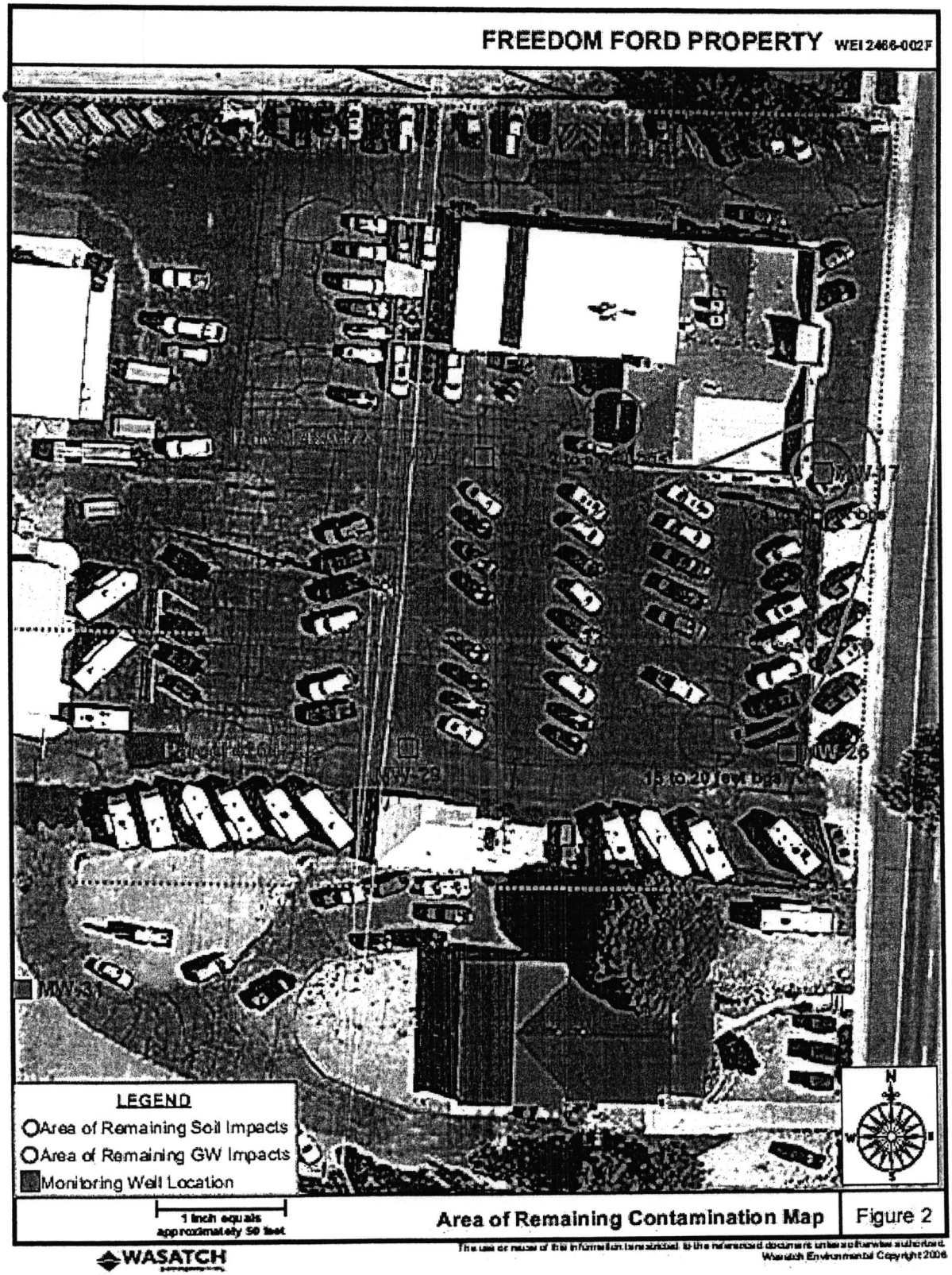

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Table 1
Soil Analytical Data
Freedom Ford
Gunnison, Utah
all concentrations are expressed in milligrams per kilogram (mg/kg)

Sample Identification	Sample Depth (feet)	Sample Collection Date	Petroleum Hydrocarbons			Semi-Volatile Organic Compounds				Volatile Organic Compounds						
			TRPH SGT	TPH-DRO	TPH-GRO	1-Methylnaphthalene	Acenaphthene	Fluorene	Pyrene	Acetone	Ethylbenzene	Naphthalene	Toluene	m,p-Xylene	Methylene Chloride	Total Xylenes
B-1	14-15	7/8/2020	NA	NA	<0.0611	NA	NA	NA	NA	NA	<0.00611	<0.00611	<0.00611	NA	NA	<0.00611
B-3A	17-20	11/24/2020	NA	60.8	4.69	NA	<0.358	<0.358	<0.358	NA	<0.0204	<0.0204	<0.0204	<0.0204	NA	<0.0204
B-4	4-5	7/7/2020	NA	2,130	0.135	NA	NA	NA	NA	0.0566	<0.00142	<0.00142	<0.00142	0.00222	<0.00354	<0.00142
B-4A	4-5	11/24/2020	NA	NA	NA	NA	<0.398	<0.398	<0.398	NA	<0.00238	<0.00238	<0.00238	<0.00238	NA	<0.00238
B-4 @ 14'-15'	14-15	7/7/2020	169	NA	34.3	<0.00712	0.0169	0.0221	0.00724	<0.534	<0.107	<0.107	<0.107	<0.107	<0.267	<0.107
B-5	10-11	7/7/2020	<156	<20.6	<0.0183	<0.00701	<0.00701	<0.00701	<0.00701	0.0181	<0.00183	<0.00183	0.00376	0.00527	0.00746	<0.00183
B-6	11-12	7/7/2020	NA	NA	<0.0150	<0.00861	<0.00861	<0.00861	<0.00861	0.0440	<0.00150	<0.00150	0.0028	0.00445	0.00709	<0.00150
B-7	14-15	7/7/2020	NA	NA	20.1	<0.00695	<0.00695	<0.00695	<0.00695	0.619	<0.0945	<0.0945	<0.0945	<0.0945	0.694	<0.0945
B-8	3.5-4.5	7/8/2020	NA	<23.9	<0.0178	NA	NA	NA	NA	<0.00891	<0.00178	<0.00178	<0.00178	<0.00178	<0.00446	<0.00178
B-9	3.5-4.5	7/8/2020	NA	<22.1	<0.0162	<0.00806	<0.00806	<0.00806	<0.00806	0.0309	<0.00162	<0.00162	0.00236	0.00499	0.00515	<0.00162
B-10	7-8	7/7/2020	NA	NA	<0.0202	<0.00806	<0.00806	<0.00806	<0.00806	<0.0101	<0.00202	<0.00202	<0.00202	<0.00202	<0.00505	<0.00202
B-11	12.5-14	7/8/2020	<158	231	32.4	0.0869	<0.00704	<0.00704	<0.00704	<0.525	<0.105	0.00790	<0.105	<0.105	<0.263	<0.105
B-11A	17-20	11/24/2020	NA	NA	NA	NA	<0.347	<0.347	<0.347	NA	<0.00206	<0.00206	<0.00206	<0.00206	NA	<0.00206
B-12@14'	14	9/4/2020	<160	78	1.75	NA	NA	NA	NA	NA	<0.00530	<0.00530	<0.00530	<0.00530	NA	<0.00530
B-13@17'	17	9/4/2020	<161	<20.9	<0.0536	NA	NA	NA	NA	NA	<0.00536	<0.00536	<0.00536	<0.00536	NA	<0.00536
B-14@17'	17	9/4/2020	<164	<21.4	<0.0543	NA	NA	NA	NA	NA	<0.00543	<0.00543	<0.00543	<0.00543	NA	<0.00543
B-16@25'	25	1/19/2021	NA	<21.2	0.289	NA	<362	<362	<362	NA	0.00266	<0.00213	0.00507	NA	NA	0.0122
B-17@19'	19	1/18/2021	NA	256	473.000	NA	<360	<360	<360	NA	4.690	3.450	0.160	NA	NA	19.300
B-18@19.5'	19.5	1/18/2021	NA	80.3	30.900	NA	<348	<348	<348	NA	0.507	1.010	<0.0228	NA	NA	2.840
B-19@20'	20	1/18/2021	NA	324	499.000	NA	<358	<358	<358	NA	0.168	1.910	<0.106	NA	NA	0.121
B-20@16'	16	1/18/2021	NA	151	10.600	NA	<356	<356	<356	NA	0.0179	0.0301	0.0111	NA	NA	0.0787
B-21@16'	16	1/18/2021	NA	<20.8	0.187	NA	<354	<354	<354	NA	0.00317	<0.00209	0.00521	NA	NA	0.0127
B-22@16.5	16.5	1/18/2021	NA	<20.8	0.0719	NA	<356	<356	<356	NA	<0.00210	<0.00210	0.00254	NA	NA	0.00643
B-23@20'	20	1/18/2021	NA	<21.2	0.0723	NA	<359	<359	<359	NA	0.00233	<0.00212	0.00307	NA	NA	0.00972
B-24@24'	24	1/18/2021	NA	<21.5	0.0849	NA	<365	<365	<365	NA	0.00230	<0.00213	0.00462	NA	NA	0.00918
B-25@20'	20	1/19/2021	NA	47.6	1.430	NA	<363	<363	<363	NA	0.00583	<0.00217	0.00916	NA	NA	0.0225
B-26@20'	20	1/19/2021	NA	180	7.030	NA	<359	<359	<359	NA	0.00661	0.0484	0.00918	NA	NA	0.0247
B-27@20'	20	1/19/2021	NA	27.3	0.635	NA	<364	<364	<364	NA	0.00308	<0.00215	0.00538	NA	NA	0.0124
B-28@20'	20	1/19/2021	NA	<20.9	0.0727	NA	<356	<356	<356	NA	0.00397	<0.00208	0.00352	NA	NA	0.0152
B-29@20'	20	1/19/2021	NA	<20.7	0.0520	NA	<362	<362	<362	NA	0.00212	<0.00204	0.00247	NA	NA	0.00729
B-30@25'	25	1/19/2021	NA	<20.9	0.0874	NA	<365	<365	<365	NA	0.00226	<0.00210	0.00292	NA	NA	0.00911
B-31@23'	23	1/19/2021	NA	<21.3	0.0501	NA	<363	<363	<363	NA	<0.00214	<0.00214	0.00339	NA	NA	0.00590
Calculated SSCL for Indoor Air Vapor Inhalation			NA	NA	NA	NA	NA	NA	NA	NA	33.6	3.38	10.3	4.69*	NA	4.69*
U.S. EPA RSL for Residential Soil			—	—	—	15	3,600	2,400	1,800	61,000	NA	NA	NA	550	57	NA
Utah Initial Screening Level			1,000	500	150	—	—	—	—	—	5	51	9	—	—	142
Utah Initial RBCA Tier 1 Screening Level			10,000	5,000	1,500	—	—	—	—	—	23	51	9	—	—	142

NOTES:
NA = Not analyzed or not applicable
< - Concentration was below the laboratory reporting limit
— = Not established
Only analytes reported above the laboratory reporting limit in at least one sample are included in this table
BOLD = Concentration exceeds the applicable Utah Initial Screening Level
RBCA = Risk Based Corrective Action
U.S. EPA RSL = United States Environmental Protection Agency Regional Screening Level
SSCL = Site-Specific Cleanup Level
[redacted] = Measured concentrations exceeds the applicable calculated SSCL
* = Calculated SSCL is below the applicable Utah ISL
Only the Indoor Air Vapor Inhalation SSCL was exceeded for the collected soil samples; therefore, no other SSCLs are presented

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Table 2
Groundwater Analytical Data
Freedom Ford
Gunnison, Utah

all concentrations are expressed in milligrams per liter (mg/L)

Sample Identification	Depth to Groundwater (feet)	Top of Casing Elevation (feet)	Groundwater Elevation (feet)	Sample Collection Date	TPH-DRO	TPH-GRO	TRPH	Benzene	Ethylbenzene	Naphthalene	Toluene	Total Xylenes
B-1	14	NA	NA	7/8/2020	0.998	0.176	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-2	14	NA	NA	7/8/2020	<0.501	<0.020	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-3	19	NA	NA	7/8/2020	1.26	0.251	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-3	19	NA	NA	11/24/2020	NA	NA	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-4	19.5	NA	NA	9/14/2020	<0.500	0.0252	5.32	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-7	19.5	NA	NA	9/14/2020	<0.492	<0.0200	<5.00	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-11	19	NA	NA	9/4/2020	1.79	0.0299	5.43	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
B-11A-GW	19	NA	NA	11/24/2020	NA	NA	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-15	19.5	NA	NA	9/14/2020	<0.499	<0.0200	5.25	0.002	<0.00200	<0.00200	<0.00200	<0.00200
B-16	19	NA	NA	11/24/2020	10.9	1.31	NA	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
B-18	16.5	NA	NA	1/18/2021	5.86	19.300	NA	<0.0200	1.780	0.288	1.990	7.610
B-22	19	NA	NA	1/18/2021	<0.495	1.380	NA	0.0136	0.0731	0.00425	0.0362	0.0335
B-24	20	NA	NA	1/18/2021	<0.495	0.0908	NA	0.00528	0.00983	<0.00200	0.00853	0.00395
B-27	21.3	NA	NA	1/19/2021	<0.499	0.126	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
B-30	21	NA	NA	1/19/2021	<0.498	<0.0200	NA	0.00211	<0.00200	<0.00200	<0.00200	<0.00200
MW-17	13.10	100.48	87.38	1/21/2021	2.74	13.800	NA	0.0718	1.900	0.328	1.780	6.060
	16.14		84.34	4/21/2021	<0.492	0.748	NA	0.00513	0.0744	0.0112	0.0708	0.222
	18.26		82.22	7/7/2021	<0.0497	0.363	NA	<0.00100	0.0174	0.00200	0.00802	0.0290
MW-21	15.36	100.00	84.64	1/21/2021	<0.494	<0.0200	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
	18.90		81.10	4/21/2021	<0.494	<0.0200	NA	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
	20.29		79.71	7/7/2021	<0.501	<0.0200	NA	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
MW-26	17.80	99.82	82.02	1/21/2021	<0.491	0.653	NA	<0.00200	<0.00200	<0.00200	<0.00200	0.00268
	24.33		75.49	4/21/2021	3.82	0.905	NA	0.00563	0.0810	0.0218	0.0241	0.0983
	Dry		NA	7/7/2021	NA	NA	NA	NA	NA	NA	NA	NA
MW-29	19.68	98.86	79.18	1/21/2021	<0.496	0.559	NA	0.00604	0.0157	<0.00200	0.00647	0.00232
	22.27		76.59	4/21/2021	<0.492	0.109	NA	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
	22.99		75.87	7/7/2021	<0.502	0.114	NA	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
MW-31	26.52	99.05	72.53	1/21/2021	<0.495	<0.0200	NA	<0.00200	<0.00200	<0.00200	<0.00200	<0.00200
	Dry		NA	4/21/2021	NA	NA	NA	NA	NA	NA	NA	NA
	Dry		NA	7/7/2021	NA	NA	NA	NA	NA	NA	NA	NA
Calculated Site-Specific Cleanup Level (SSCL) for Ingestion of Groundwater					NA	NA	NA	0.00987	10.2	2.04	8.18	20.4
Utah Initial Screening Levels					1	1	10	0.005	0.7	0.7	1	10
Utah RBCA Tier 1 Screening Levels					10	10	10	0.3	4	0.7	3	10

NOTES:

< = Concentration was below the laboratory reporting limit.

BOLD = Measured concentration is greater than the Utah Initial Screening Level.

= Measured concentration is greater that the Utah RBCA Tier 1 Screening Level.

Only analytes reported above the laboratory reporting limit in at least one sample are included in this table.

RBCA = Risk-Based Corrective Action.

NA = Not analyzed or not applicable.

Only the ingestion of groundwater SSCL was exceeded for the collected groundwater samples; therefore, no other SSCLs are presented

= Measured concentrations exceeds the applicable calculated SSCL

Ent 314286 Bk 0802 Pg 0019

Exhibit C

Consent and Subordination Document

Ent 314286 Bk 0802 Pg 0020

CACHE VALLEY BANK
Ephraim Branch
2 North Main St.
Ephraim, UT 84627

Consent and Subordination

Cache Valley Bank as Lender, a Utah Corporation, is the beneficiary under that certain Deed of Trust dated **April 17, 2019,** Executed by **Freedom Ford, Inc.** As Trustor and recorded against the property described as:

PARCEL 1: BEGINNING 9.10 CHAINS WEST FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 10.90 CHAINS, THENCE SOUTH 2.94 CHAINS, THENCE EAST 7.17 CHAINS, THENCE SOUTH 87°28' EAST 3.60 CHAINS TO THE STATE HIGHWAY, THENCE NORTH 3°50' EAST 3.11 CHAINS TO THE POINT OF BEGINNING. (PARCEL NO. 2647X1)
EXCEPTING THEREFROM ANY PART IN THE STATE HIGHWAY RIGHT OF WAY.

PARCEL 2: BEGINNING 9.10 CHAINS WEST AND SOUTH 3°50' WEST 3.11 CHAINS FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 87°28' WEST 3.60 CHAINS, THENCE WEST 7.17 CHAINS, THENCE SOUTH 1.04 CHAINS, THENCE SOUTH 44°33' EAST 1 CHAINS, THENCE EAST 9 CHAINS, THENCE NORTH 3°50' EAST 1.81 CHAINS THE POINT OF BEGINNING. (PARCEL NO. 2647X2)
EXCEPTING THEREFROM ANY PART IN THE STATE HIGHWAY RIGHT OF WAY.

Recorded on **April 18, 2019** as Entry No. **233028,** in Book **738,** at Pages **1273,** in the Official Records of Sanpete County, Utah which secures certain indebtedness of the Trustor as specified therein. Lender hereby expressly consents to the execution of the Environmental Covenant and the recordation of the Environmental Covenant against the Real Property and hereby agrees that it or any other person that acquires the Real Property by foreclosure of either the Deed of Trust or by other means shall be bound by the provisions of the Environmental Covenant.

WITNESS our hands on this 16 day of February, 2022

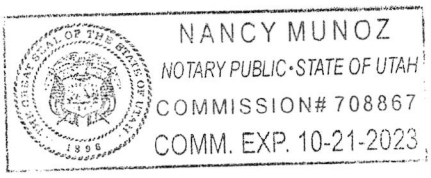
CACHE VALLEY BANK

RYAN R. ANDERSON, President

DARREN R. DYRENG, Vice President

Ent 314286 Bk 0802 Pg 0021

State of Utah)
: SS
County of Sanpete)



On this 16 day of February 2022, before me, Nancy Munoz a notary public, personally appeared **RYAN R. ANDERSON who is the president of CACHE VALLEY BANK and Darren R. Dyreng who is vice president of CACHE VALLEY BANK and are** known to me to be the persons whose name(s) are subscribed to on this instrument, and acknowledge that they executed the same, with due authority and as an act of said **CACHE VALLEY BANK**.

Notary Public

Ent 314286 Bk 0802 Pg 0022