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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 26 P.

When Recorded Return To:

Merle J. Strong and David T. Strong  
Trustees of the Merle J. Strong Living Trust  
4435 Mathews Way  
Salt Lake City, Utah 84124

With Copy To:

Hillary Mason, DERR Project Manager  
Facility Identification No. 4001947, Release Site IFH  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Parcel ID: 1607308002000

### ENVIRONMENTAL COVENANT

This Environmental Covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101, et seq. (the "Utah Act"). Merle J. Strong and David T. Strong, Trustees of the Merle J. Strong Living Trust, as grantor ("Trust" or "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 1045 South State Street, Salt Lake City, 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.
  - a. Background Information: The Property is located at 1045 South State Street in Salt Lake City, Utah (Exhibit B, Figure 1). The Property currently operates as an automobile dealership. The Property was operated as a gas station and automotive service facility from approximately 1930 to 1951, with two 500-gallon gasoline tanks, one 800-gallon used oil tank, as well as one additional underground storage tank (hereafter "USTs"), and gasoline may have been dispensed at the Property up to 1965.

Since 1969 the Property has operated as the automobile dealership which was unaware of the USTs and did not use them. The used oil UST was discovered during an environmental assessment conducted in 1993, and was removed at that time. Closure samples confirmed soil and groundwater contamination. An UST was discovered and removed in 1997. The two gasoline USTs were discovered and removed during contaminated soil overexcavation activities in 2007.

b. Environmental Response Actions: Subsurface investigations were performed in 1993, 1997, 2001, 2007, and 2015 to delineate the petroleum contamination in soil and groundwater. Groundwater monitoring was conducted periodically from 1997 to 2015. Near-slab soil vapor samples and indoor and outdoor air samples were collected 2015 and 2016. The results from the near-slab and indoor and outdoor vapor samples indicate that the vapor intrusion to indoor air pathway is not complete.

In 2007, approximately 1,026 cubic yards of petroleum-impacted soil were removed to depths varying from ten to twelve feet below ground surface ("bgs"). Confirmation soil samples were collected from the excavation sidewalls and bottom following the soil removal. The contaminated soil was transported off-site for proper disposal. Additionally, hydrogen peroxide injection events were performed between 2009 and 2012.

Results of the soil and groundwater investigations conducted at the property indicate that petroleum hydrocarbons are present in soil from approximately 6 to 14 feet bgs, and in groundwater. Groundwater is present at depths ranging from 4 to 7 feet bgs, and generally flows to the southwest. The remaining areas of TPH contamination in groundwater are limited to the areas at the edges of the excavation adjacent to the site building and State Street. A map of the Property, including the locations of the monitoring wells, is included as attached **Exhibit B, Figure 1**. Attached **Exhibit B, Figure 2** presents a map of the area where petroleum concentrations in soil and groundwater remain above DERR Cleanup Standards. Soil and groundwater sample laboratory results are summarized in attached **Exhibit B, Tables 1 and 2**, respectively.

3. Grantor. The Grantor of this Environmental Covenant is also an Owner as defined in Paragraph 4.
4. Owner. Grantor is the Owner of the Property in fee simple. 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 set forth herein relating to the Property 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 and shall have resolved Owner's liability

regarding this Environmental Covenant. 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. The Trust is the Holder of this Environmental Covenant. "Holder" means the grantee of an environmental covenant as specified in the Utah Act, Subsection 57-25-103(1). A Holder may enforce this Environmental Covenant. A Holder shall not incur liability under state law or otherwise solely by virtue of being a Holder under this Environmental Covenant.
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 4001947, Release Site IFH ("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. There shall be no change in land use (automobile dealership) without prior notification to DERR and DERR assessment as to whether such land use change threatens human health or the environment. Residential uses are prohibited.
  - b. Groundwater Use Limitations. In order to prevent exposure to contaminated ground water, extraction or use of ground water, except for investigation or remediation thereof, is prohibited.
  - 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 water 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 above Area of Remaining Contamination (Exhibit B, Figure 2), 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 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, if needed, 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.

iii. Notwithstanding the foregoing requirements in Paragraph 8, an Owner of the Property may maintain, repair or remodel existing buildings, structures, underground sewer, water, electrical or telephone services, or install fencing and signage (without the need to install a vapor barrier) when such activities are not expected to, and are not reasonably likely to result in disturbance of contaminated soil or ground water in the Area of Remaining Contamination (Exhibit B, Figure 2).

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. Run with the Land. This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act and Utah Code Ann. Section 57-25-105.
10. 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.
11. Rights of Access. The right of access to the Property is permanently granted to the Agency and the Holders and their respective representatives for necessary response actions, inspections, implementation and enforcement of this Environmental Covenant.
12. Notice upon Conveyance. The Owner shall notify the Agency and the 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 Salt Lake 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.

13. 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 the Agency of the names and contact information of the persons holding such encumbrances as provided in Paragraph 17, 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.
14. 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.
15. 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 Salt Lake 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.
16. 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 Salt Lake County Recorder's Office. Grantor shall distribute a file-and-date stamped copy of the recorded Environmental Covenant to the Agency.
17. 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:*

Hillary Mason  
Facility Identification No. 4001947, Release Site IFH  
Division of Environmental Response and Remediation, UST Branch  
UDEQ  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

*If to Grantor:*

Merle J. Strong and David T. Strong  
Trustees of the Merle J. Strong Living Trust  
4435 Mathews Way  
Salt Lake City, Utah 84124

18. 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 Ann. 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 Ann. 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.
19. 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.

Merle J. Strong  
Merle J. Strong as Trustee of  
The Merle J. Strong Living Trust  
As Grantor, Owner and Holder

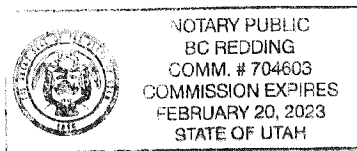
12-21-19  
(Date)

David T. Strong  
David T. Strong as Trustee of  
The Merle J. Strong Living Trust  
As Grantor, Owner and Holder

12-21-19  
(Date)

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

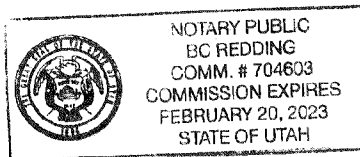
On this 21<sup>st</sup> day of Dec, 2019, appeared before me Merle J. Strong, Trustee of The Merle J. Strong Living Trust, Grantor, Owner and Holder herein, who, his identity having been satisfactorily established to me, executed the foregoing Environmental Covenant in my presence.



BC Redding  
Notary Public

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of Dec, 2019, appeared before me David T. Strong, Trustee of The Merle J. Strong Living Trust, Grantor, Owner and Holder herein, who, his identity having been satisfactorily established to me, executed the foregoing Environmental Covenant in my presence.



BC Redding  
Notary Public



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

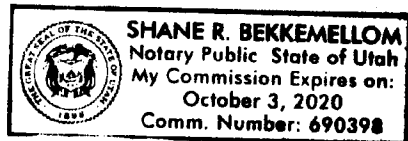
The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

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

9 January 2020  
Date

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

On this 9<sup>th</sup> day of January, 2020, 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.



Shane R. Bekkemellom  
Notary Public

**Exhibit A**

**Property**

1045 South State Street  
Salt Lake City, Utah 84111

**Legal Description**

Salt Lake County Parcel ID1607308002000  
0.53 acres

COM 606 FT W & 165.1 FT N FR SE COR LOT 7 BLK 21 5 AC PLAT ABF SUR W 120 FT  
N 194 FT E 120 FT S 194 FT TO BEG. 9510-1454

## **Exhibit B**

### **Figures and Tables**

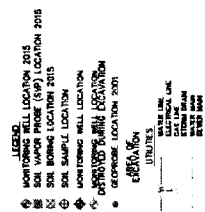


Exhibit B, Figure 2  
Area of Remaining Contamination Map



**Exhibit B, Table1**

**Soil Data, mg/kg**

Dave Strong Porsche Audi  
1045 South State Street, SLC, UT  
Facility 4001947, Release IFH

Initial Screening Levels		Tier 1 Screening Levels											
Sample Location	Date Sampled	Depth (feet bgs)	MTBE	Benzene	Toluene	Ethylbenzene	Xylenes	Naphthalene	TPH-GRO	TPH-DRO	TRPH		
SS-1	8/13/93	2.5	0.3	0.2	9	5	142	51	150	500	1000		
SS-2	8/13/93	2.5	0.3	0.9	25	23	142	51	1500	5000	10000		
SS-3	8/13/93	2.5		1.4	2.4	8.2	5.3	12		1300			
SS-4	8/13/93	2.5		2.5	<0.1	1.1	0.4	0.2		21			
SS-5	8/13/93	6		1.6	<0.1	0.3	<0.1	<0.1		6.3			
SS-6	8/13/93	6		5.7	1.5	3.2	11	1.7		570	770		
				4.9	0.6	1.7	4.1	0.8		10	560		
MW-1	10/6/97	5.5	<1.1	13	1.4	18	19	25		16000			
MW-2	10/6/97	5.5	<0.15	<0.15	<0.15	5.9	6.4	12		5000			
MW-3	10/6/97	5.5	<0.48	19	0.75	45	17	17		8000			
MW-3	10/6/97	14	NS	<0.1	<0.1	<0.1	<0.1	<0.1		<2			
MW-4	10/6/97	5.5	<0.9	61	1.5	100	16	78		17000			
GP-1	4/1/01	4	<0.002	<0.0015	<0.0025	<0.0015	<0.0085	0.0024	<20	<5			
GP-1	4/1/01	9	<0.002	<0.0015	0.003	<0.0015	<0.0085	0.0012	<20	<5			
GP-1	4/1/01	14	<0.002	<0.0015	<0.0025	<0.0015	<0.0085	<0.001	<20	<5			
GP-2	4/1/01	4	<0.002	<0.0015	0.0039	<0.0015	<0.0085	<0.001	<20	8.7			
GP-2	4/1/01	9	<0.002	0.0032	0.0094	<0.0015	0.0396	<0.001	<20	6.1			
GP-2	4/1/01	14	<0.002	0.0019	0.0057	<0.0015	0.0026	<0.001	<20	7			
GP-3	4/1/01	4	<0.8	<0.5	<0.5	0.84	2.4	2.1	1310	585			
GP-3	4/1/01	9	<0.002	0.134	0.0032	0.0058	0.02	0.2	<20	<5			
GP-3	4/1/01	14	<0.002	0.995	<0.0025	<0.0015	<0.0085	0.0932	<20	<5			
GP-4	4/1/01	9	<0.002	0.0033	0.058	<0.0015	<0.0085	0.017	<20	<5			
GP-4	4/1/01	14	<0.002	<0.0015	<0.0025	<0.0015	<0.0085	0.007	<20	<5			
GP-5	4/1/01	4	<0.002	<0.0015	0.0031	<0.0015	<0.0085	0.0027	<20	<5			
GP-5	4/1/01	9	<0.002	<0.0015	0.0026	<0.0015	<0.0085	0.0011	<20	<5			
GP-6	4/1/01	4	<0.002	<0.0015	<0.0025	<0.0015	<0.0085	<0.001	<20	<5			
GP-6	4/1/01	9	<0.002	<0.0015	0.0027	<0.0015	<0.0085	<0.001	<20	<5			
GP-6	4/1/01	14	<0.002	<0.0015	<0.0025	<0.0015	<0.0085	<0.001	<20	<5			
GP-7	4/1/01	4	<0.002	0.005	0.015	<0.0015	0.0082	<0.001	<20	<5			
GP-7	4/1/01	9	<0.002	0.0042	0.0093	<0.0015	<0.0085	<0.001	<20	<5			
GP-7	4/1/01	14	<0.002	<0.0015	0.003	<0.0015	<0.0085	<0.001	<20	<5			

GP-8	4/1/01	4	<0.002	<0.0015	0.0028	<0.0015	<0.0085	<0.001	<2	<0.5		
GP-8	4/1/01	9	<0.002	0.0017	0.0043	<0.0015	<0.0085	<0.001	<20	<5		
GP-8	4/1/01	14	<0.002	0.0017	0.0028	<0.0015	<0.0085	<0.001	<20	<5		
GP-9	4/1/01	4	<0.8	0.5	<0.5	3	<2.4	8.21	1220	362		soil removed
GP-9	4/1/01	9	<0.002	0.0851	0.0085	0.0058	0.038	0.187	<20	9.4		
GP-9	4/1/01	14	<0.002	0.0024	0.0028	<0.0015	<0.0085	0.025	<20	<5		
GP-10	4/1/01	4	<0.08	<0.05	<0.05	<0.03	<0.24	<0.03	217	249		
GP-10	4/1/01	9	<0.002	0.0369	0.0074	0.002	0.012	0.0504	<20	<5		
GP-10	4/1/01	14	<0.002	<0.0015	0.0041	<0.0015	<0.0085	0.0078	<20	<5		
GP-11	4/1/01	4	<0.8	<0.5	0.91	1	<2.4	2.3	1250	476		
GP-11	4/1/01	9	<0.002	0.0554	0.0095	0.012	0.054	0.0767	<20	<5		
GP-11	4/1/01	14	<0.002	0.014	0.0098	0.0035	0.072	0.0266	<20	<5		soil removed
GP-12	4/1/01	4	<0.8	0.5	<0.5	3.5	<2.4	4.2	12700	4760		
GP-12	4/1/01	9	<0.002	0.0299	0.0062	0.003	0.0194	0.249	<20	<5		
GP-12	4/1/01	14	<0.002	0.0036	0.0044	<0.0015	0.0096	0.254	<20	<5		
GP-13	4/1/01	4	<0.8	4.7	0.85	10.4	8.8	10.4	19200	7680		soil removed
GP-13	4/1/01	9	<0.002	0.0607	0.0084	0.014	0.0488	0.19	<20	<5		
GP-13	4/1/01	14	<0.002	0.0323	0.008	<0.0015	0.0102	0.0516	<20	<5		
B-5 (WH-9)	6/8/01	4	<0.25	3.3	<0.25	11	4.6	8.2	nona. B260 fractionation	nona. B270 fractionation		See TPH fractionation Soil Data table. Soil removed



N WALL @ 5'	11/9/07	6	<0.005	0.032	0.011	0.006	0.032	1.18	2.97	<10	post excavation confirmation sample
N WALL @ 12'	11/9/07	12	<0.005	1.03	0.024	0.386	0.153	0.513	6.04	12.1	post excavation confirmation sample, contaminated soil remaining
NW BOTTOM @ 14'	11/9/07	14	<0.005	<0.005	0.003	0.001	0.009	0.159	0.34	<10	post excavation confirmation sample
W WALL N @ 5'	11/9/07	5	<0.005	0.075	0.018	0.027	0.065	0.152	12.4	<10	post excavation confirmation sample
W WALL N @ 13'	11/9/07	13	<0.001	0.116	0.006	0.022	26.9	0.112	3.38	<10	post excavation confirmation sample
E WALL N @ 5'	11/9/07	5	<0.010	<0.01	<0.01	0.021	0.016	0.156	366	73	post excavation confirmation sample, contaminated soil remaining
E WALL N @ 12'	11/9/07	12	<0.005	0.483	0.048	0.598	0.215	2.3	12	162	post excavation confirmation sample, contaminated soil remaining
4 BOTTOM @ 15'	11/9/07	15	<0.005	1.05	0.019	0.032	0.052	0.882	2.55	20.7	post excavation confirmation sample, contaminated soil remaining
W MIDDLE @ 5'	11/9/07	5	<0.001	0.028	0.002	0.003	0.007	0.054	2.18	<10	post excavation confirmation sample
W MIDDLE @ 12'	11/9/07	12	<0.100	0.35	<0.10	1.11	0.136	4.28	690	220	post excavation confirmation sample, contaminated soil remaining
SW BOTTOM @ 14'	11/9/07	14	<0.001	0.019	0.002	<0.001	0.006	0.034	0.359	<10	post excavation confirmation sample
W WALL S END @ 5'	11/9/07	5	<0.010	0.025	0.018	0.293	0.111	0.511	32.9	21.8	post excavation confirmation sample
W WALL S END @ 13'	11/9/07	13	<0.010	0.314	<0.01	0.541	0.17	0.763	20.1	<10	post excavation confirmation sample, contaminated soil remaining
S WALL W END @ 5'	11/9/07	6	<0.010	<0.01	<0.01	0.216	0.069	0.549	22.8	54.9	post excavation confirmation sample
S WALL W END @ 13'	11/9/07	13	<0.001	0.037	0.003	0.003	0.013	0.075	0.605	<10	post excavation confirmation sample
S MIDDLE @ 5'	11/9/07	5	<0.001	0.005	0.006	0.035	0.022	0.035	5.53	<10	post excavation confirmation sample
S MIDDLE @ 12'	11/9/07	12	<0.001	0.015	0.004	0.006	0.013	0.041	0.571	<10	post excavation confirmation sample
E WALL MIDDLE @ 5'	11/9/07	5	<0.010	0.172	0.038	0.496	0.125	0.23	13.1	<10	post excavation confirmation sample
E WALL MIDDLE @ 12'	11/9/07	12	<0.001	0.01	0.007	0.003	0.029	0.025	1	<10	post excavation confirmation sample
E BOTTOM @ 14'	11/9/07	14	<0.001	0.005	0.003	0.001	0.01	0.012	0.132	<10	post excavation confirmation sample
NE WALL @ 5'	11/9/07	6	<0.010	1.69	0.044	0.595	0.283	2.07	596	270	post excavation confirmation sample, contaminated soil remaining
NE WALL @ 10'	11/9/07	10	<0.001	0.051	<0.001	0.003	0.021	0.111	1.69	<10	post excavation confirmation sample
N CENTER WALL @ 5'	11/9/07	5	<0.005	0.133	<0.005	0.126	0.081	0.863	19	<10	post excavation confirmation sample
N CENTER WALL @ 12'	11/9/07	12	<0.005	0.072	0.04	0.014	0.066	1.4	4.8	17.23	post excavation confirmation sample
E-NE WALL @ 5'	11/9/07	5	<0.100	1.8	<0.10	0.41	0.49	3	340	415	post excavation confirmation sample, contaminated soil remaining
E-NE WALL @ 12'	11/9/07	12	<0.005	0.13	0.041	0.008	0.22	0.16	1.8	14.05	post excavation confirmation sample
E CENTER BOTTOM @ 12'	11/9/07	12	<0.005	0.031	0.029	<0.005	0.069	0.016	0.52	<10.00	post excavation confirmation sample
SE WALL @ 5'	11/9/07	5	<0.100	0.36	<0.10	0.29	0.26	1.4	200	176	post excavation confirmation sample, contaminated soil remaining
N CENTER BOTTOM @ 10'	11/9/07	10	<0.005	0.033	0.024	0.01	0.046	1.7	6.3	15.11	post excavation confirmation sample
SOUTH SE WALL @ 5'	11/9/07	6	<0.100	0.64	0.16	1.1	0.94	3	290	467	post excavation confirmation sample, contaminated soil remaining
SOUTH SE WALL @ 12'	11/9/07	12	<0.005	0.78	0.033	0.023	0.12	0.29	6	15.46	post excavation confirmation sample, contaminated soil remaining
SE BOTTOM @ 12'	11/9/07	12	<0.005	0.14	0.025	0.031	0.053	0.43	4.1	12.9	post excavation confirmation sample



**Exhibit B, Table 2**

# Groundwater Data, mg/L

Dave Strong Porsche Audi  
1045 South State Street, SLC, UT  
Facility 4001947, Release IFH

Initial Screening Levels		0.2	0.005	1	0.7	10	0.7	1	1		
Tier 1 Screening Levels		0.2	0.3	3	4	10	0.7	10	1	10	10
Sample Location	Date Sampled	Depth (feet bgs)	MTBE	Benzene	Toluene	Ethylbenzene	Xylenes	Naphthalene	TPH-GRO	TPH-DRO	Comments
GP-1	4/1/01		<0.0007	<0.0003	0.0017	<0.0003	<0.002	<0.0005	<0.3	<0.8	
GP-2	4/1/01		<0.0007	<0.0003	0.0046	<0.0003	0.012	<0.0005	0.69	0.99	
GP-3	4/1/01		<0.0007	0.177	0.0038	0.0442	0.0192	0.0716	148	89.3	
GP-4	4/1/01		<0.0007	0.0571	0.0011	0.00046	<0.0027	0.00983	2	5.49	
GP-5	4/1/01		<0.0007	0.00035	0.0013	<0.0003	<0.0027	0.0032	<0.3	<0.8	
GP-6	4/1/01		<0.0007	0.00065	0.0032	0.00044	<0.0027	0.0014	<0.3	<0.8	
GP-7	4/1/01		<0.0007	<0.0003	0.0006	<0.0003	<0.0027	<0.0005	<0.3	<0.8	
GP-8	4/1/01		<0.0007	0.0021	0.0017	<0.0003	<0.0027	0.0075	<0.3	<0.8	
GP-9	4/1/01		<0.007	0.617	0.014	0.042	<0.0027	0.114	6.48	3.12	
GP-10	4/1/01		<0.007	0.955	<0.006	0.0531	<0.0027	0.324	13	7.95	
GP-11	4/1/01		<0.007	0.679	0.023	0.024	<0.0027	0.128	6.56	2.61	
GP-12	4/1/01		<0.035	1.73	0.043	0.064	<0.135	0.556	9.82	5.67	
GP-13	4/1/01		<0.07	7.02	0.084	0.42	<0.27	0.38	27.1	7.4	
MW-1	10/6/97		<0.002	0.478	0.02	0.02	0.07	0.0052	2.2		
	2/18/98		<0.01	3.9	0.024	0.17	0.11	NS	NS	NS	
	6/6/01	5.49	<0.01	2.6	0.0397	0.0529	0.141	0.0575	14.5	2.5	
	8/8/01	6.42	<0.02	2.11	0.0507	0.0617	0.148	0.103	19.5	8.3	
	8/16/02	6.83	<0.05	3.46	0.0447	0.084	0.154	0.115	14.4	4.7	
	2/14/03	6.11	<0.025	2.6	0.0442	0.0664	0.135	0.0655	11.6	8.9	
	8/27/03	7.02	<0.025	2.26	0.271	<0.025	0.775	0.899	355	173	
	2/24/04	5.16	<0.003	1.29	0.04	0.055	0.073	0.055	5.7	6.21	
	8/26/04	7.25				Free Product					
	9/8/05	6.42	<0.001	1.33	0.023	0.036	0.107	0.052	5.19	NS	
	8/24/06	6.51	<0.005	1.84	0.024	<0.005	0.066	<0.005	8.47	NS	
	4/13/07	5.37	<0.05	1.9	0.032	0.041	0.112	0.071	7.7	NS	
	10/11/07	6.3	<0.1	1.5	0.032	0.021	0.095	0.056	7.3	NS	
					Well Destroyed During Excavation						

MW-2	10/6/97			<0.01	0.14	0.015	0.081	0.18	0.31	4.3		
	2/18/98			<0.01	0.24	0.014	0.16	0.37	NS	NS	NS	
	6/6/01	5.63		<0.01	0.25	0.0173	0.132	0.143	0.581	5.7	4.6	
	8/6/01	6.46		<0.01	0.276	0.0253	0.169	0.27	0.693	6.5	7.7	
	8/16/02	6.82		<0.01	0.107	0.0182	0.32	0.351	0.728	7.8	6.1	
	2/14/03	6.4		<0.01	0.229	0.0236	0.0364	0.0889	0.621	7.7	9.9	
	8/27/03	6.96		<0.01	0.333	0.025	0.052	0.079	0.74	6.2	5.84	
	2/24/04	5.04		<0.003	0.286	0.02	0.133	0.119	0.623	5.2	7.51	
	8/26/04	8.1		0.016	0.092	0.023	0.246	0.278	0.587	3.62	4.72	
	9/6/05	6.46		<0.001	0.171	0.021	0.101	0.155	1.25	3.63	NS	
	8/24/06	6.55		<0.005	0.278	0.013	0.047	0.088	0.998	4.85	NS	
	4/13/07	5.46		<0.025	0.15	0.008	0.081	0.0802	0.42	3	NS	
	10/11/07	6.23		<0.025	0.17	0.013	0.044	0.0756	0.39	2.1	NS	
Well Destroyed During Excavation												

MW-3	10/6/97			<0.01	2.3	0.059	0.053	0.29	0.016	5.7		
	2/18/98			<0.02	7.2	0.055	0.73	0.29	NS	NS	NS	
	6/6/01	5.59					Free Product					
	8/6/01	6.19					Free Product					
	8/16/02	6.57					Free Product					
	2/14/03	5.94					Free Product					
	8/27/03	6.58					Free Product					
	2/24/04	4.86					Free Product					
	8/26/04	7.58					Free Product					
	9/6/05	6.01					Free Product					
	8/24/06	6.04		<0.005	3.82	0.046	0.504	0.376	0.237	15.8	NS	
	4/13/07	4.94		<0.1	2.8	0.042	0.22	0.23	0.16	12	NS	
	10/11/07	5.93		<0.25	3.2	0.046	0.13	0.155	0.21	13	NS	
Well Destroyed During Excavation												



MW-6	6/6/01	5.57	<0.0033	0.135	<0.0033	0.0108	<0.0033	<0.0033	<0.0039	<0.0033	0.77	1.4
	8/6/01	3.64	<0.002	0.118	<0.002	0.0108	<0.002	0.0024	0.0065	0.0034	0.57	2.6
	8/16/02	7.04	<0.002	0.0156	<0.002	<0.002	<0.002	<0.002	<0.006	<0.002	<0.5	<0.5
	2/14/03	6.33	<0.002	0.0605	<0.002	<0.002	<0.002	0.0023	<0.006	<0.002	<0.5	5.7
	8/27/03	7.1	<0.002	0.016	<0.002	0.004	<0.002	<0.002	<0.006	<0.002	<0.5	<0.5
	2/24/04	5.06	<0.002	0.092	<0.002	0.004	0.003	0.003	0.008	0.006	0.69	2.65
	8/26/04	8.15	0.004	0.055	<0.002	<0.002	<0.001	<0.001	<0.006	0.025	0.64	0.7
	9/8/05	6.61	<0.001	0.037	<0.001	<0.002	<0.002	<0.002	<0.003	0.008	0.35	NS
	8/24/06	6.76	<0.002	0.05	<0.002	<0.002	<0.002	<0.006	<0.006	0.008	0.61	NS
	4/13/07	5.4	<0.005	0.048	<0.005	0.0015	0.0054	0.00212	0.0054	0.0054	0.53	NS
	10/11/07	6.19	<0.005	0.012	<0.005	0.0017	0.0068	0.00212	0.0054	0.0054	0.4	NS
	4/4/08	5.3	<0.005	0.012	<0.005	0.012	0.0026	0.0067	0.0055	0.0038	0.31	NS
	7/30/08	6.16	<0.005	0.0088	<0.005	0.0024	0.0055	0.00186	0.0038	0.0038	0.27	NS
	7/16/09	5.94	<0.005	0.013	<0.005	0.01	0.002	0.0057	0.0035	0.0035	0.25	NS
	2/27/10	5.74	<0.001	0.013	<0.001	0.0016	0.0004	0.00157	0.0012	0.0012	0.38	NS
	8/6/10	5.68	<0.001	0.016	<0.001	0.0017	0.0011	0.00167	0.0015	0.0015	0.37	NS
	4/22/11	4.35	<0.001	0.018	<0.001	<0.001	<0.001	<0.003	<0.002	<0.002	0.251	NS
	10/11/11	6.29	<0.001	0.032	<0.001	0.002	<0.001	<0.003	<0.003	<0.002	0.418	<1
	2/11/15	6.73	<0.001	0.004	<0.001	<0.001	<0.001	<0.003	<0.003	<0.002	0.285	<10
	10/8/15	6.68	<0.005	0.01	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	0.447	<1
MW-7	6/6/01	5.13	<0.0005	0.201	<0.0005	0.0161	0.0099	0.0778	0.0198	0.0198	2.4	1.5
	8/8/01	6.09	<0.01	0.28	<0.01	0.0497	0.0406	0.0986	0.0423	0.0423	2.5	1.8
	8/16/02	6.47	<0.01	0.367	<0.01	0.017	<0.01	0.0684	0.0173	0.0173	4.1	1.5
	2/14/03	5.71	<0.01	0.273	<0.01	0.0231	0.0227	0.0871	0.0404	0.0404	3.5	5.2
	8/27/03	6.78	<0.01	0.348	<0.01	0.021	0.014	0.078	0.038	0.038	3.13	2.09
	2/24/04	4.88	<0.002	0.318	<0.002	0.024	0.015	0.114	0.035	0.035	3.62	2.66
	8/26/04	7.03	0.021	0.464	0.027	0.027	0.029	0.064	0.118	0.118	2.56	1.17
	9/8/05	6.13	<0.001	0.383	<0.001	0.018	0.016	0.089	0.051	0.051	2.95	NS
	8/24/06	6.18	<0.005	0.405	<0.005	0.009	<0.005	0.037	0.065	0.065	5.57	NS
	4/13/07	4.97	<0.25	0.45	<0.25	0.02	0.019	0.0801	0.064	0.064	2.9	NS
	10/11/07	6.09	<0.025	0.44	<0.025	0.019	0.0089	0.0693	0.065	0.065	5.4	NS
Well Destroyed During Excavation												

MW-8	6/6/01	5.52	<0.01	0.879	0.0134	0.117	0.0391	0.433	5	3.5	
	8/6/01	6.11	<0.033	0.919	<0.033	0.191	0.0607	0.564	5.6	3.1	
	8/16/02	6.16	<0.02	0.851	0.0242	0.43	0.0699	0.575	8.4	3.3	
	2/14/03	5.64	<0.01	0.32	0.0113	0.132	0.0333	0.192	3	4.8	
	8/27/03	6.22	<0.02	0.917	<0.02	0.154	<0.06	0.47	6.7	2.83	
	2/24/04	4.8	<0.002	0.048	0.003	0.008	0.009	0.09	0.76	2.88	
	8/26/04	7.4	<0.002	2.551	0.057	0.214	0.15	0.281	26.4	2.15	
	9/8/05	5.94	<0.001	0.304	0.003	0.01	0.023	0.288	1.88	NS	
	8/24/06	6.13	<0.005	0.263	<0.005	<0.005	<0.015	0.294	1.41	NS	
	4/13/07	5.42	<0.005	0.052	0.00095	0.0008	0.00281	0.064	0.26	NS	
	10/11/07	5.73	<0.005	0.13	0.0025	0.0015	0.00481	0.11	0.47	NS	
Well Destroyed During Excavation											

MW-9	6/6/01	5.54	<0.1	6.33	<0.1	0.285	<0.3	0.287	20.4	4.7	
	8/8/01	NM	<0.02	5.64	0.0493	0.294	0.169	0.272	16.7	5.5	
	8/16/02	6.39	<0.05	5.36	<0.05	<0.05	<0.15	0.206	15.4	2.8	
	2/14/03	5.95	<0.02	5.48	0.0528	0.24	0.131	0.15	20.6	6.2	
	8/27/03	6.54	<0.02	5.83	0.058	0.368	0.184	0.208	15.5	3.25	
	2/24/04	5.25	<0.003	3.769	0.06	0.379	0.181	0.197	11.59	4.83	
	8/26/04	6.8	0.014	0.341	0.011	0.026	0.023	0.41	2.32	1.5	
	9/8/05	6.11	<0.001	3.56	0.033	0.192	0.132	0.172	10.7	NS	
	8/24/06	6.2	<0.005	4.4	0.037	0.215	0.087	0.353	15.4	NS	
	4/13/07	5.43	<0.1	5.1	0.046	0.21	0.122	0.19	13	NS	
	10/11/07	5.91	<0.005	4.2	0.043	0.2	0.112	0.3	9.7	NS	
Well Destroyed During Excavation											

MW-10	4/4/08	4.51	<0.005	0.0076	<0.005	<0.005	0.00334	0.0059	<0.1	NS	
	7/30/08	5.02	<0.005	0.001	<0.005	<0.005	<0.005	0.005	0.04	NS	
	7/16/09	4.78	<0.005	0.00031	<0.005	<0.005	<0.005	<0.005	0.032	NS	
	2/2/10	5.09	<0.001	0.00069	<0.001	0.00019	<0.001	<0.001	0.069	NS	
	8/6/10	4.89	<0.001	<0.001	0.00014	<0.001	<0.001	<0.001	0.048	NS	
	4/22/11	3.57	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	NS	
	10/11/11	4.88	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<1	
	2/11/15	5.32	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<10	
	10/8/15	5.72	<0.005	<0.002	<0.005	<0.005	<0.005	<0.005	0.053	<1	



MW-11	4/4/08	4.08	<0.005	0.068	0.00654	<0.005	0.0011	0.0025	0.2	NS	
	7/30/08	4.46	<0.005	0.001	<0.005	<0.005	<0.005	0.00054	<0.5	NS	
	7/16/09	4.2	<0.005	<0.005	<0.005	<0.005	0.00024	0.0019	<0.1	NS	
	2/2/10	4.51	<0.005	<0.001	<0.001	<0.001	<0.001	<0.001	0.02	NS	
	8/6/10	4.39	<0.001	0.00025	0.00015	0.00058	<0.001	<0.001	0.044	NS	
	4/22/11	3.01	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	NS	
	10/11/11	4.2	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<1	
	2/11/15	4.83	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<10	
	10/8/15	5.2	<0.005	<0.002	<0.005	<0.005	<0.005	<0.005	0.05	<1	
MW-12	4/4/08	4.35	<0.005	0.069	0.0045	0.00058	0.0119	0.0035	0.74	NS	
	7/30/08	4.68	<0.005	0.091	0.008	0.00094	0.0017	0.00036	0.9	NS	
	7/16/09	4.39	<0.005	0.0046	<0.005	<0.005	<0.005	<0.005	0.067	NS	
	2/2/10	4.74	<0.001	0.001	<0.001	<0.001	<0.001	<0.001	<0.1	NS	
	8/6/10	4.67	<0.001	0.017	0.00052	0.0012	0.00089	<0.001	0.39	NS	
	4/22/11	3.3	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	NS	
	10/11/11	4.49	<0.001	0.005	<0.001	<0.001	<0.003	<0.002	0.257	2.7	
	2/11/15	4.97	<0.001	0.082	0.002	<0.001	0.005	<0.002	0.61	<10	
	10/8/15	5.53	<0.005	0.332	0.009	<0.005	0.024	<0.005	0.871	<1	
MW-13	4/4/08	4.66	<0.005	0.054	0.0013	0.0017	0.00377	0.0025	3.1	NS	
	7/30/08	5.73	<0.05	0.89	0.017	0.017	0.0436	0.031	6.1	NS	
	4/16/09	4.52	<0.005	0.66	0.0098	0.013	0.032	0.019	2.7	3	
	7/16/09	5.28	<0.005	0.48	0.0095	0.017	0.0426	0.026	3.1	NS	
	2/2/10	5.53	<0.001	0.12	0.0021	0.0053	0.0108	0.0099	1.1	NS	
	8/6/10	5.23	<0.001	0.35	0.0067	0.014	0.0249	0.019	3.2	NS	
	4/22/11	3.78	<0.001	0.453	0.013	0.003	0.024	0.017	1.44	NS	
	10/11/11	5.58	<0.001	0.562	0.016	0.021	0.041	0.018	1.72	5.7	
	2/11/15	5.68	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<10	
	10/8/15	6.25	<0.005	0.002	<0.005	<0.005	<0.005	<0.005	0.176	<1	
MW-14	2/11/15	5.96	<0.001	0.169	0.006	0.005	0.017	0.27	1.24	<10	

MW-14		10/8/15	6.51	<0.005	0.283	0.013	<0.005	0.031	0.227	1.96	2	
MW-15		2/11/15	5.15	<0.001	0.569	0.026	0.029	0.073	0.103	0.497	<10	
MW-15		10/8/15	5.69	<0.005	0.256	0.013	0.02	0.039	0.059	2.57	1.7	
MW-16		2/11/15	4.72	<0.001	<0.001	<0.001	<0.001	<0.003	<0.002	<0.05	<10	
MW-16		10/8/15	6.68	<0.005	<0.002	<0.005	<0.005	<0.005	0.008	<0.05	<1	
SB-10		2/11/15	NM	<0.001	0.207	0.007	0.067	0.014	0.074	3.15	<10	

# LEGEND

TPH = Total Petroleum Hydrocarbons

mg/L = Milligrams per liter

" < " = Not detected above the laboratory detection limit

NS = Not sampled

NM = Not measured

**Bolded values indicate an exceedence of the Initial Screening Level**