

20

DOC # 20180048198

Restrictive Page 1 of 28
Russell Shirts Washington County Recorder
12/06/2018 09:51:36 AM Fee \$ 0.00
By G T TITLE



When Recorded Return To:

Joseph Draper Eves
3419 South Castlefield Drive
Washington, Utah 84780

SCANNED

With Copy To:

Project Manager
Facility No. 6000075
Release Sites JXI and LIP
Department of Environmental Quality
Division of Environmental Response and Remediation
UST/LUST Branch
195 North 1950 West, 1st Floor
P.O. Box 144840
Salt Lake City, Utah 84114-4840

DERR 2018-010343

Parcel No. LV-118-A-7
160 West Center Street, La Verkin, Utah

ENVIRONMENTAL COVENANT

This environmental covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101, et seq. ("Utah Act"). Jill Draper Eves, Joseph Draper Eves, and David Samuel Eves, Trustees of The Eves Family Trust dated July 27, 2009 ("The Eves Family Trust") as grantor ("Grantor") makes and imposes this environmental covenant upon the property more particularly described in Exhibit A attached hereto ("Property"). The Property is located west of the former Sunrise Market, where petroleum contamination occurred. See paragraph 2 below. 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 160 West Center Street, La Verkin, Utah, which is west of the former Sunrise Market located at 15 North State Street, La Verkin, Utah (Parcel Nos. LV-116-A-1 and LV-116-A-3) where an Environmental Response Project was conducted (see

Exhibit A and Figure 1). The Sunrise Market is identified by the DERR as Facility Identification No. 6000075, Release Sites JXI and LIP. The Sunrise Market is currently being used for storage of construction materials and truck parking.

The Property is located west of the former Sunrise Market, which was a gas station from about 1977 to 2003. In 1997, three underground storage tanks ("USTs") used to store gasoline were removed and three new USTs were installed. In 2003, the three new USTs were emptied and taken out of service. The three USTs, two 10,000 gallon and one 12,000 gallon capacity, are still in the ground at the Sunrise Market property.

Two petroleum releases have occurred from the UST system on the Sunrise Market property. The first release (Release Site JXI) was opened on March 12, 1997, based on soil and groundwater sampling conducted for a Phase II Environmental Site Assessment. The sampling indicated that Release Site JXI was from the UST area. The second release (Release Site LIP) was opened on September 22, 2000, based on sample results from the investigation of the first release. Release Site LIP is from the dispenser area.

Several cleanup methods have been used at the Sunrise Market and the off-site properties including total fluids extraction, free product skimming, and surfactants. From 1998 to 2012, about 8,194 gallons of gasoline were removed from the subsurface.

Contamination Remaining in the Subsurface at the Property: Soil and groundwater contaminated with petroleum hydrocarbons (including free product/gasoline) at concentrations exceeding Utah UST Facility Cleanup Standards remain under the Property and offsite to the southwest (see Figure 1, Table 1, and Table 2).

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. The Eves Family Trust 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 No. 6000075, Release Sites JXI and LIP ("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. **Groundwater Use Limitations.** In order to prevent exposure to contaminated groundwater, extraction or use of groundwater, except for investigation or remediation thereof, is prohibited.
 - b. **Construction Limitations.**
 - i. If petroleum-contaminated soil or groundwater is removed, it must be properly handled, treated, and disposed in accordance with applicable laws and rules. It is recommended that the Owner retain a DERR-Certified UST Consultant to oversee the removal of petroleum-contaminated soil or groundwater, and that the Owner retain a DERR Certified Soil and Groundwater Sampler to conduct environmental sampling. Workers will be required to comply with the Occupational Safety and Health Administration ("OSHA") training for the hazardous materials facilities (29 CFR 1910.120).
 - ii. If new construction or renovation of existing structures is planned, the Owner shall evaluate petroleum vapor intrusion risks. If this evaluation indicates that there may be a vapor intrusion risk, the Owner shall mitigate the risk. If a vapor intrusion risk evaluation is not conducted, the Owner shall install a vapor mitigation system under all potentially impacted structures placed above petroleum-contaminated soil and/or groundwater.
 - c. **Compliance Reporting.** Upon request, Owner or Holder shall submit written documentation to the UDEQ verifying that the activity and use limitations remain in place and are being followed.
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 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 Washington 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 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 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 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 Washington 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 deed to the Property, with the Washington 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:

Project Manager
Facility No. 6000075
Release Sites JXI and LIP
Department of Environmental Quality
Division of Environmental Response and Remediation
UST/LUST Branch
195 North 1950 West, 1st Floor
P.O. Box 144840
Salt Lake City, Utah 84114-4840

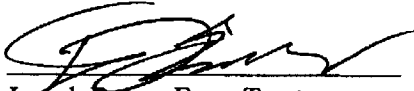
If to The Eves Family Trust:

Joseph Draper Eves, Trustee
The Eves Family Trust dated July 27, 2009
3419 South Castlefield Drive
Washington, Utah 84780

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 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.

The Eves Family Trust dated July 27, 2009

Joseph Draper Eves, Trustee
As Grantor, Owner, and Holder



Joseph Draper Eves, Trustee
The Eves Family Trust

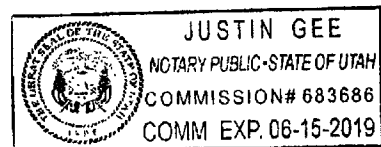
1 Oct 2018
Date

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

On this 1 day of October, 2018 appeared before me, Joseph Draper Eves, Trustee, The Eves Family Trust dated July 29, 2009, as Grantor, Owner, and Holder who, his identity been satisfactorily established to me, executed the foregoing environmental covenant in my presence.

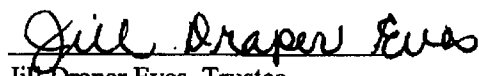


Notary Public



The Eves Family Trust dated July 27, 2009

Jill Draper Eves, Trustee
As Grantor, Owner, and Holder



Jill Draper Eves, Trustee
The Eves Family Trust

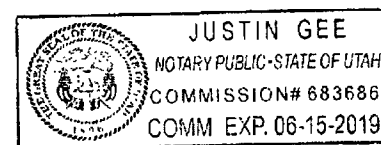
1 Oct 2018
Date

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

On this 1 day of October, 2018 appeared before me, Jill Draper Eves, Trustee, The Eves Family Trust dated July 29, 2009, as Grantor, Owner, and Holder who, his identity been satisfactorily established to me, executed the foregoing environmental covenant in my presence.

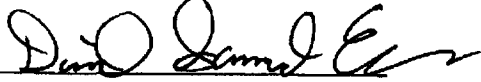


Notary Public



The Eves Family Trust dated July 27, 2009

David Samuel Eves, Trustee
As Grantor, Owner, and Holder

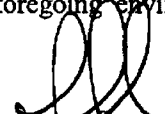


David Samuel Eves, Trustee
The Eves Family Trust

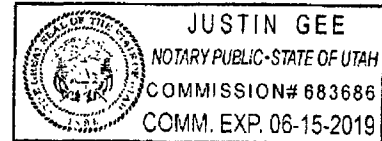
10-1-18
Date

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

On this 1 day of October, 2018 appeared before me, David Samuel Eves, Trustee, The Eves Family Trust dated July 29, 2009, as Grantor, Owner, and Holder who, his identity been satisfactorily established to me, executed the foregoing environmental covenant in my presence.

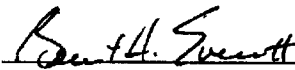


Notary Public



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 Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

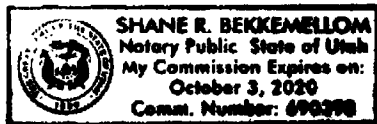



Brent H. Everett, Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality

15 November 2018
Date

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

On this 15th day of November, 2018 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.





Notary Public

EXHIBIT "A"

LA VERKIN FIELD SUR LOT 39 (LV) BEG SW COR LOT 39 LVFS TH N0°14' W ALG L/L
676.50 FT TO NW COR LOT 39; TH N89°46' E ALG L/L 359.70 FT; TH S0°14' E 257.62 FT;
TH S89°46' W 98.20 FT; TH S0°14' E 418.88 FT TO PT ON S L/L LOT 39; TH S89°46' W
261.50 FT TO POB. LESS: S 8.50 FT

Exhibit A

Account 0494446

Account Number 0494446 Name EYES JILL DRAPER TR

Parcel Number LV-118-A-7

340 N 100 E

Tax District 05 - Laverkin City

LA VERKIN, UT 84745

Acres 4.50

Sites CENTER ST., LA VERKIN

Legal Subdivision: LA VERKIN FIELD SUR LOT 39 (LV) BEG SW COR LOT 39 LVFS TH N0°14' W
ALG L/L 676.50 FT TO NW COR LOT 39; TH N89°46' E ALG L/L 359.70 FT TH S0°14' E 257.62 FT;
TH S89°46' W 98.20 FT; TH S0°14' E 418.88 FT TO PT ON S L/L LOT 39; TH S89°46' W 261.50 FT
TO POB LESS S 6.50 FT

Parent Accounts 0206198

Parent Parcels LV-118-A-5

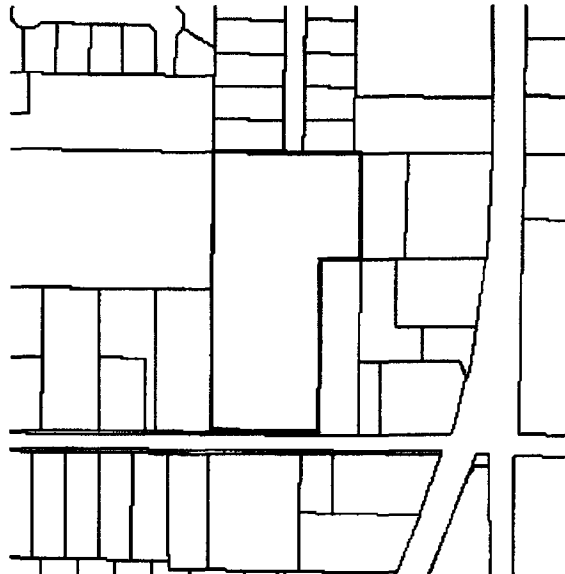


Figure 1

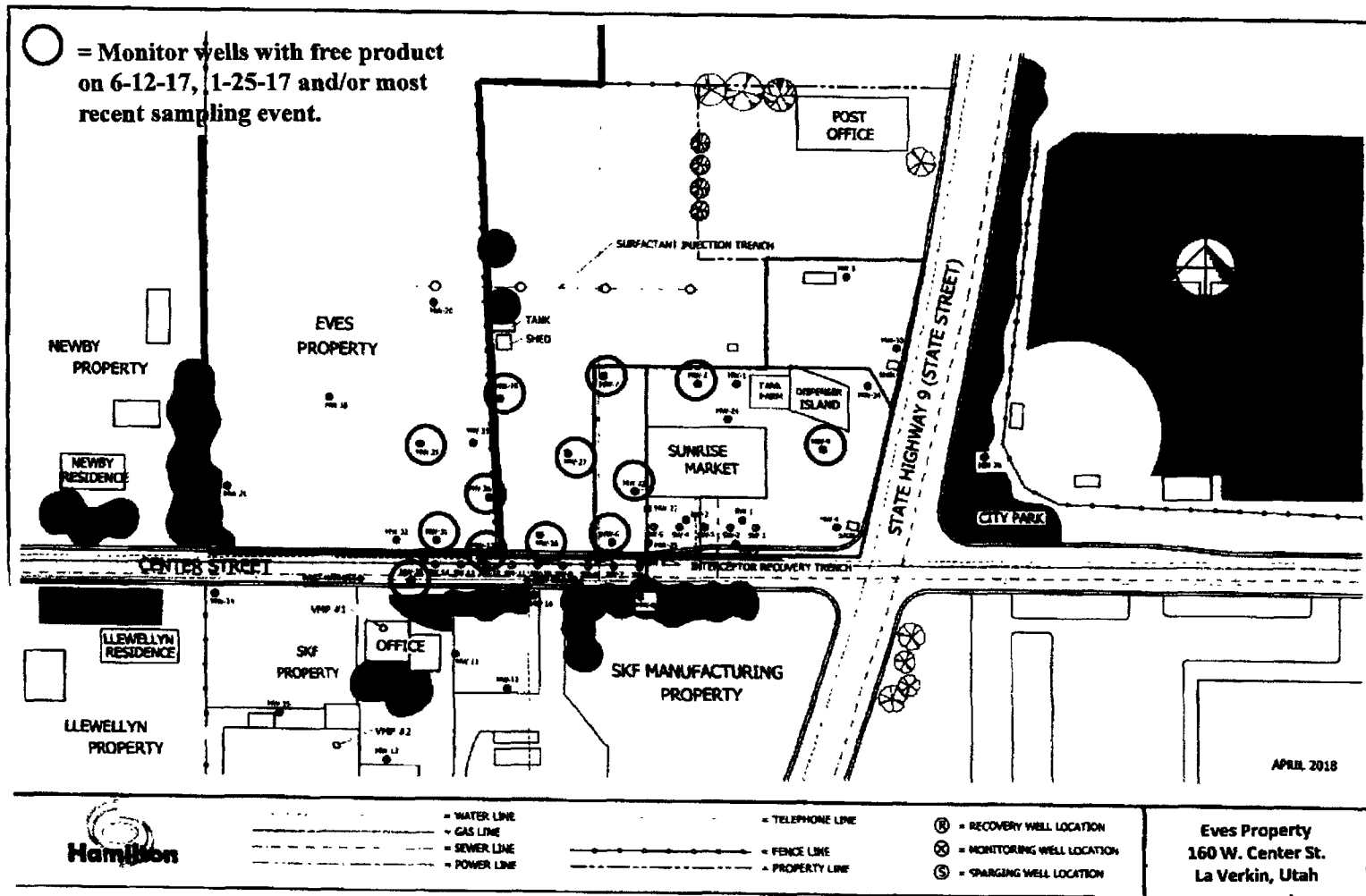


TABLE 1
HISTORICAL SOIL ANALYTICAL RESULTS (Dream Home Cabinets Property)
SUNRISE MARKET SITE
15 NORTH STATE STREET
LAVERKIN, UTAH

SAMPLE		DATE		DEPTH		ANALYSIS		RESULTS	
INITIAL SCREENING LEVELS									
TIER 1 SCREENING CRITERIA									

TABLE 1
HISTORICAL SOIL ANALYTICAL RESULTS (Dream Home Cabinets Property)
SUNRISE MARKET SITE
15 NORTH STATE STREET
LAYARKIN, UTAH

INITIAL SCREENING LEVELS									
TIER 1 SCREENING CRITERIA									
			0.2	9	5	142	51	0.3	150
			0.8	25	23	142	51	0.3	1500
MW-24	08/13/97	15'-17'	21.E	45.E	14.E	93.E	6.4	0.24	540.0
MW-25	08/13/97	14'-16'	21.E	15.0	1.5	13.0	1.1	2.0	110.0
MW-26	08/14/97	14'-16'	21.E	6.7	0.46	4.6	<0.560	2.0	48.0
MW-26	02/03/98	15'-17'	5.4E	10.E	8.1	26.E	3.4	0.27	<0.63
MW-27	03/17/98	14'-16'	93.E	41.E	24.E	70.E	10.E	<0.075	1300
MW-28	03/17/98	15'-17'	6.8	6.2	0.67	2.4	0.39	1.1	59
MW-29	03/17/98	14'-16'	7.4	10.E	2.0	11.	1.0	0.14	97
MW-30	03/17/98	14'-16'	3.6	0.071	1.7	2.2	0.84	<0.047	58
MW-31	03/18/98	15'-17'	8.1E	9.7	2.4	12.E	0.94	0.16	100
MW-32	03/18/98	14'-16'	0.87	1.7	0.98	5.2E	0.58	<0.031	42
MW-33	03/18/98	14'-16'	0.016	<0.009	<0.009	<0.009	<0.009	<0.009	0.41
MW-34	11/29/00	8.5'-10'	17	100	43	210	18	89	2800
MW-35	11/30/00	16'-17.5	<0.0025	<0.0049	<0.0049	<0.0049	<0.0049	<0.0049	<0.049
MW-36	11/30/00	16'-17.5	0.0081	<0.0050	<0.0050	<0.0050	<0.0050	<0.0050	0.050
MW-37	06/19/06	24'-26'	<0.0032	<0.0088	<0.0088	<0.0088	<0.0088	<0.0088	<0.088
	06/20/06	22'-24'	<0.0027	<0.0055	<0.0055	<0.0055	<0.0055	<0.0055	<0.055

Notes:

All results expressed in mg/kg

Shaded areas indicate results exceeding Initial Screen Levels and/or Tier 1 Screening Criteria

MTBE = Methyl tert-butyl ether

TPH = Total Petroleum Hydrocarbons

GRO = Gasoline Range Organics

DRO = Diesel Range Organics

E = Estimated value. The amount exceeds the linear working range of the instrument.

Table 2

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10

MW-2				
6/12/17	Well Not Sampled - Contains Free Product			
1/25/17	Well Not Sampled			
1/11/18				
	25.32	27.8	2.48	
	24.48	26.56	2.08	

MONITORING WELL #3									
Not Sampled									
Not Sampled									
MW-3	6/12/17								
MW-3	1/25/17								
MW-3	11/4/15	<0.00200	<0.00100	<0.00200	<0.00200	<0.00200	<0.0200	NP	15.98 NP

MONTICELLO WELLS									
		Not Sampled							
MW-4	6/12/17								
MW-4	1/25/15	<0.00200	0.0225	<0.00200	0.0127	0.00200	0.0455	<0.0200	NP
			<0.0010						NP

	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS
Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #5												
MW-5	6/12/17	Not Sampled										
MW-5	1/24/2017	0.0237	0.210	0.0783	2.27	1.45	1.32	10.1	0.906	NP	22.17	NP
MW-5	11/4/15	Well Not Sampled										
MW-5	10/22/14	0.0210	0.092	<0.0200	0.815	0.272	1.32	5.18	0.812	NP	18.19	NP
MW-5	6/28/13											

MONITORING WELL #6												
MW-6	6/12/17	0.228	16.8	0.510	1.47	6.11	0.829	29.6	0.476	NP	21.00	NP
MW-6	1/24/17	Well not sampled									NP	20.22
											Sheen	

MONITORING WELL #7												
MW-7	6/12/17	<0.00200	0.0932	<0.00200	0.0617	<0.00200	0.0124	0.573	0.341	NP	22.81	NP
MW-7	1/24/17	<0.100	18.4	2.00	2.15	24.1	1.67	77.4	4.39	23.90	24.15	.25
MW-7	11/4/15	Well Not Sampled										

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #8

MW-8	6/12/17	Well Not Sampled										
MW-8	1/25/17	Well Not Sampled									20.99	21.07
MW-8	11/4/15	Well Not Sampled										
MW-8	10/22/13	0.117	16.7	0.0761	2.44	1.22	1.22	1.22	1.22	1.22		

MONITORING WELL #9

MW-9	6/12/17	Well Not Sampled										
MW-9	1/25/17	1.49	46.3	0.267	3.88	3.82	1.20	61.9	<1.00	NP	21.05	
MW-9	11/4/15	Well Not Sampled										
MW-9	10/22/14	1.38	38.1	0.302	1.52	3.64	1.19	49.4	0.701	17.08	17.1	0.02
MW-9	6/28/13	Product Thick										

MONITORING WELL #10

MW-10	6/12/17	Well Not Sampled										
MW-10	1/25/17	<0.00200	<0.00100	<0.00200	0.00617	0.00558	<0.00200	0.0861	<0.0200	NP	16.57	NP
MW-10	11/4/15	Well Not Sampled										
MW-10	10/23/14	0.00882	0.221	0.00529	0.544	0.253	0.176	3.77	0.276	NP	17.9	NP

		Lead (ppb)	Cadmium (ppb)	Copper (ppb)	Iron (ppb)	Manganese (ppb)	Nickel (ppb)	Selenium (ppb)	Silver (ppb)	Thallium (ppb)	Vanadium (ppb)	Zinc (ppb)
Initial Screening Levels		0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria		0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #11														
MW-11	6/12/17	Well Not Sampled												
MW-11	1/25/17	<0.0100	0.0075	<0.0100	0.384	<0.0100	0.0952	2.30	0.411	NP	20.63	NP		
MW-11	11/4/15	Well Not Sampled												
MW-11	10/23/14	<0.00200	0.0075	<0.00200	0.152	0.00574	0.0193	0.382	0.0763	NP	15.03	NP		
MW-11	3/14/13	Well Not Sampled												

MONITORING WELL #12												
MW-12	6/12/15	Inaccessible-Under Storage Contained Filled with Metal										
MW-12	1/25/15	Inaccessible-Under Storage Contained Filled with Metal										
MW-12	11/4/15	Inaccessible-Under Storage Contained Filled with Metal										
MW-12	3/15/13	Inaccessible-Under Storage Contained Filled with Metal										
MW-12	3/15/13	Inaccessible-Buried in gravel										
MW-12	12/17/12	Inaccessible-Buried in gravel										
MW-12	9/22/12	Inaccessible-Buried in gravel										
MW-12	3/16/12	Inaccessible-Buried in gravel										
MW-12	7/8/11	Inaccessible-Buried in gravel										
MW-12	11/23/07	Inaccessible-Buried in gravel										
MW-12	7/21/06	Inaccessible-Buried in gravel										
MW-12	6/3/04	Inaccessible-Buried in gravel										
MW-12	12/3/03	Inaccessible-Buried in gravel										
MW-12	4/12/03	Inaccessible-Buried in gravel										
MW-12	3/15/01	<0.0020	0.0075	0.0052	<0.0020	0.20	0.017	0.62	<0.020	NP	17.91	NP
MW-12	11/2/00	<0.002	0.0033	0.0045	<0.0020	0.0057	0.0193	0.382	0.0763	NP	15.03	NP

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #13												
MW-13	6/12/17	Well Not Sampled										
MW-13	1/25/17	<0.0020	<0.0010	<0.0020	<0.0020	<0.00200	<0.00200	<0.0200	<0.0200	NP	20.05	NP
MW-13	11/4/15	<0.00200	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	18.55	NP
MW-13	10/23/14	<0.00200	<0.0010									

MONITORING WELL #14												
MW-14	6/12/17	Well Not Sampled										
MW-14	1/25/17	Well Not Sampled										
MW-14	11/4/15	<0.00200	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	19.74	NP
MW-14	10/23/14	<0.00200	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	18.26	NP

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #15												
MW-15	6/12/17	Well Not Sampled										
MW-15	1/25/17	<0.00200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP		NP
MW-15	11/5/15	<0.00200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	19.25	NP

MONITORING WELL #16												
MW-16	6/12/17	Inaccessible-Buried Under Concrete										
MW-16	1/25/17	Inaccessible-Buried Under Concrete										
MW-16	11/23/07	Inaccessible-Buried in gravel										
MW-16	7/21/06	Inaccessible-Buried in gravel										
MW-16	4/21/04	Not Sampled - Contains Free Product									17.3	17.5
MW-16	11/2/00	Not Sampled - Contains Free Product									16.45	16.88

MONITORING WELL #17												
MW-17	6/12/17	Well Not Sampled									22.40	22.41
MW-17	1/25/17	<0.00200	0.712	<0.0200	0.380	0.0201	0.231	3.97	1.64	NP	21.68	NP

	1	2	3	4	5	6	7	8	9	10	11	12
Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1				
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10				

MONITORING WELL 18

MW-18	6/12/17	Inaccessible-Buried by a large pile of soil										
MW-18	1/25/17	Inaccessible-Buried by a large pile of soil										
MW-18	12/3/03	<0.0020	0.0028	<0.0020	<0.0020	<0.0020	<0.0020	0.33	n/a	NP		NP
MW-18	4/12/03	<0.0020	<0.0010	<0.0020	<0.0020	<0.0020	<0.0020	<0.020	<0.020	NP		NP

MONITORING WELL #19

MW-19	6/12/17	Well Not Sampled										
MW-19	1/19/17	<0.100	0.453	0.945	1.94	9.39	1.90	20.3	2.42	NP	22.32	NP

MONITORING WELL #20

MW-20	6/12/17	<0.00200	0.00146	<0.00200	<0.00200	0.00845	0.00836	0.113	0.0368	NP	21.27	NP
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MONITORING WELL #21

MW-21	6/12/17	Not Sampled										
MW-21	1/24/17	Not Sampled - Contains Roots										
MW-21	11/5/15	0.0102	<0.0010 0	0.00323	<0.00200	<0.00200	<0.00200	0.246	<0.0200	NP	19.09	NP

	CR	CR ₁	CR ₂	CR ₃	CR ₄	CR ₅	CR ₆	CR ₇	CR ₈	CR ₉	CR ₁₀
Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

NO DETECTABLE WELLS ARE												
MW-22	6/12/17	Well Not Sampled										
MW-22	1/24/17	2.25	10.3	0.867	1.04	8.79	1.05	28.6	0.571	NP	22.78	NP
MW-22	11/4/15	Well Not Sampled										

MONITORING WELL #23

MW-23	6/12/17	Not Sampled - Contains Free Product										
MW-23	1/24/17	Not Sampled - Contains Free Product								24.5	26.42	1.92
MW-23	11/4/15	Well Not Sampled								24.40	25.48	1.08
MW-23	10/22/14	1.58	15.2	0.277	2.87	4.27	8.733	27.2	0.640	NP	19.35	NP

MONITORING WELL #24												
MW-24	6/12/17	<0.0200	0.901	0.0684	1.00	3.35	0.830	10.9	1.13	NP	21.70	NP
MW-24	1/25/17	<0.00200	0.315	0.0144	0.144	0.718	0.196	4.42	1.46	NP	17.25	NP
MW-24	11/4/15	Well Not Sampled										

Initial Screening Level	0.2	0.005	1.0	0.7	10	0.7	1	1				
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10				

MONITORING WELL #25												
MW-25	6/12/17	0.946	0.0009	<0.00200	1.25	0.244	0.0652	2.96	0.298	NP	21.23	NP
MW-25	1/24/17	1.04	0.0008	0.00582	1.79	0.252	0.0670	4.09	0.583	NP	22.75	NP
MW-25	11/14/16											

MONITORING WELL #26												
MW-26	6/12/17	Well Not Sampled										
MW-26	1/24/17	Well Not Sampled									22.1	22.16
MW-26	11/14/16											.05

MONITORING WELL #27												
MW-27	6/12/17	Well Not Sampled - Well Dry										
MW-27	1/24/17	Well Not Sampled									22.42	23.5
MW-27	11/14/16											1.08

MONITORING WELL #28												
MW-28	6/12/17	Well Not Sampled- Contains Free Product									21.87	21.97
												.1

Parameter	Unit	Initial Screening Levels	Tier 1 Screening Criteria
Lead (ppb)	0.2	0.005	1.0
Copper (ppb)	0.7	10	0.7
Iron (ppb)	1	1	1
Manganese (ppb)	10	0.7	10
Nickel (ppb)	10	10	10
Selenium (ppb)	10	10	10
Vanadium (ppb)	10	10	10
Zinc (ppb)	10	10	10

MONITORING WELL #29												
MW-29	6/12/17	<1.00	15.3	1.01	3.72	9.04	1.50	10.0	<10.0	NP	21.44	NP
MW-29	1/24/17	Well Not Sampled								22.22	22.24	.02

MONITORING WELL #30												
MW-30	6/12/17	<1.00	12.5	3.18	1.01	21.0	1.20	20.5	<10.0	NP	22.08	NP
MW-30	1/25/17	Well Not Sampled								23.79	24.5	.71

MONITORING WELL #31												
MW-31	6/12/17	<0.0400	0.185	4.38	1.08	1.72	NA	21.80	NA	NA	21.80	NA
MW-31	1/25/15	Well Not Sampled								22.3	22.3	Sheen

MONITORING WELL #32												
MW-32	6/12/17	Well Not Sampled										
MW-32	1/24/17	<0.00200	<0.00200	<0.00200	<0.00200	0.00210	<0.00200	0.220	0.140	NP	22.35	NP

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

MONITORING WELL #33												
MW-33	6/12/17	Well Not Sampled										
MW-33	1/25/17	<0.00200	0.0042	0.00269	0.0273	0.0663	0.0646	0.341	0.0333	NP	19.13	NP

MONITORING WELL #34												
MW-34	6/12/17	Well Not Sampled										
MW-34	1/25/17	<0.00200	0.0190	<0.00200	0.00997	0.0259	0.0362	0.123	<0.0200	NP	17.07	NP
MW-34	11/4/15	<0.00200	<0.0010	<0.00200	<0.00200	<0.00200	<0.00200	0.0432	<0.0200	NP	17.31	NP

MONITORING WELL #35												
MW-35	6/12/17	Well Not Sampled										
MW-35	1/25/17	<0.00200	0.0222	<0.00200	0.0108	0.0306	0.0392	0.138	<0.0200	NP	18.28	NP

MONITORING WELL #36												
MW-36	6/12/17	Well Not Sampled										
MW-36	1/25/17	<0.00200	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	19.36	NP

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1				
Tier I Screening Criteria	0.2	0.3	3	4	10	0.7	10	10				

MONITORING WELL #37												
MW-37	6/12/17	Well Not Sampled										
MW-37	1/25/17	<0.00200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	17.40	NP

RECOVERY WELL #1												
RW-1	6/12/17	Well Not Sampled										
RW-1	1/25/17	0.00495	0.00307	<0.00200	0.00427	<0.00200	<0.00200	0.567	0.0859	NP	22.45	NP
RW-1	11/4/15	Well Not Sampled										

RECOVERY WELL #2												
RW-2	6/12/17	Well Not Sampled										
RW-2	1/25/17	0.0610	1.13	0.0226	0.209	0.383	0.0625	2.95	0.101	NP	22.14	NP
		Well Not Sampled										

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1			
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10			

RECOVERY WELL #3												
RW-3	6/12/17	Well Not Sampled										
RW-3	1/25/17	0.0941	0.00530	<0.00200	<0.00200	<0.00200	<0.00200	0.765	0.0559	NP	20.90	NP

RECOVERY WELL #4												
RW-4	6/12/17	<0.00200	0.137	0.0124	0.164	0.242	0.190	1.13	0.279	NP	21.46	NP
RW-4	1/25/17	0.0408	1.61	0.219	0.406	0.679	0.158	0.02	0.182	NP	22.20	NP

RECOVER WELL#5												
RW-5	6/12/17	Well Not Sampled										
RW-5	1/25/17	0.00334	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	22.22	NP

RECOVERY WELL #6												
RW-6	6/12/17	Well Not Sampled										
RW-6	1/25/14	<0.00200	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	0.0427	<0.0200	NP	22.05	NP

Initial Screening Levels	0.2	0.005	1.0	0.7	10	0.7	1	1				
Tier 1 Screening Criteria	0.2	0.3	3	4	10	0.7	10	10				

RECOVERY WELL #7												
RW-7	6/12/17	Well Not Sampled										
RW-7	1/25/14	0.00207	<0.0010 0	<0.00200	<0.00200	<0.00200	<0.00200	<0.0200	<0.0200	NP	22.27	NP



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

Alan Matheson
Executive Director

DIVISION OF ENVIRONMENTAL
RESPONSE AND REMEDIATION

Brent H. Everett
Director

RECEIVED
November 19, 2018
Environmental Response &
Remediation

ERRL-0666-18

November 19, 2018

Joseph D. Eves, Trustee
The Eves Family Trust dated July 27, 2009
3419 South Castlefield Drive
Washington, Utah 84780

Re: **Transmittal of Signed Environmental Covenant for Recordation**
Eves Family Trust Property, located at 160 West Center Street, La Verkin, Utah
Petroleum Release from Sunrise Market, located at 15 North State Street, La Verkin, Utah
Facility Identification No. 6000075, Release Sites JXI and LIP

Dear Mr. Eves:

The Environmental Covenant (EC) for Parcel No. LV-118-A-7 has been signed by the Director of the Division of Environmental Response and Remediation (DERR) and is enclosed.

Please record the EC and all attachments with the Washington County Recorder and provide the DERR with a copy of the recorded EC with proof of recordation. After the DERR receives documentation of recordation, the DERR will prepare a No Further Action letter (with required release and site information) and evaluate these releases for a No Further Action determination in accordance with R311-211-6.

If you have any questions, please contact **Mike Pecorelli**, the DERR Project Manager, at (801) 536-4100.

Sincerely,

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

BHE/MJP/stt

Enclosure: Environmental Covenant for Parcel No. LV-118-A-7

cc: David W. Blodgett, M.D., M.P.H., Director, Southwest Utah Public Health Department
Paul Wright, District Engineer, Utah Department of Environmental Quality
Jill Draper Eves, Trustee of The Eves Family Trust
David Samuel Eves, Trustee of The Eves Family Trust