



State of Utah

SPENCER J. COX  
*Governor*

DEIDRE HENDERSON  
*Lieutenant Governor*

Department of  
Environmental Quality

Kimberly D. Shelley  
*Executive Director*

DIVISION OF ENVIRONMENTAL  
RESPONSE AND REMEDIATION

Brent H. Everett  
*Director*

ERRA-22-22

August 18, 2022

JR Bird, Mayor  
Roosevelt City Corporation  
255 South State Street  
Roosevelt, Utah 84066

Re: **Environmental Covenant**  
Duchesne County Parcel Nos. 00-0005-8259 and 00-0006-0719  
Roosevelt Municipal Airport, located at 1707 South 3000 West, Roosevelt, Utah  
Facility Identification No. 9000139, Release Site NEP

Dear Mayor Bird:

As you have requested, the Division of Environmental Response and Remediation (DERR) is sending you the enclosed and revised Environmental Covenant (EC) to be signed by you. Please sign the EC and return it to the DERR for agency signature. The DERR will then sign the EC and the final signed EC will be sent back to you, to be recorded at the Duchesne County Recorder's Office. After the DERR receives a copy of the recorded EC with proof of recordation, this release will be evaluated for a No Further Action determination in accordance with R311-211-6.

If you have any questions, please contact **Mark Crim**, the DERR project manager, at (801) 536-4100.

Sincerely,

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

BHE/MEC/es

Enclosure: Environmental Covenant

cc: Kirk Benge, Director, Tri-County Health Department  
Nathan Hall, District Engineer, Utah Department of Environmental Quality  
Thomas Fendler, P.G., Stantec (w/o enclosure)

When Recorded Return To:

JR Bird, Mayor  
Roosevelt City Corporation  
255 South State Street  
Roosevelt, Utah 84066

With Copy To:

Mark Crim, DERR Project Manager  
Facility Identification No. 9000139, Release Site NEP  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation, UST Branch  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

Parcel Nos. 00-0005-8259 and 00-0006-0719

### **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”). Roosevelt City Corporation, 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 for the Property is 1707 South 3000 West, Roosevelt, Utah. This environmental covenant shall run with the land, pursuant to and subject to the Utah Act.

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

The Property is located at 1707 South 3000 West, Roosevelt, Utah (Exhibit B, Figure 1). There were three underground storage tanks (“USTs”) located at the Property (UST Facility ID 9000139). The Site was previously associated with Release Sites IUZ and KWF. Three USTs were permanently closed by removal at the Site. The historical USTs included one 6,000-gallon aviation fuel tank, which was closed by removal on

November 29, 1994. Two 12,000-gallon aviation fuel USTs were closed by removal on January 21, 1999. Environmental closure samples collected during UST closure activities indicated only minor petroleum impact to the subsurface. Based on these results, DERR subsequently recommended that no further action was required at the Site, and Release Sites IUZ and KWF were closed on March 31, 1998 and March 15, 1999, respectively.

Stantec conducted a limited site assessment in October 2014, which indicated that petroleum hydrocarbon impacts encountered during the installation of a storm water system at the Site were likely the result of historical releases from former USTs. Based upon the results of the limited site assessment, the UDEQ opened new Release ID ‘NEP’, and requested additional subsurface assessments.

Stantec conducted an additional subsurface investigation in June 2015 which more fully defined the extent of petroleum hydrocarbon impacted soils. On-site soils located west (see soil sample results for SS-2, SS-3, SS-6 in Exhibit B, Table 1) and south (see soil sample results for MW-3-7 in Exhibit B, Table 1) of the two former 12,000-gallon aviation fuel USTs and at depths between approximately 2.8 and 7.5 feet below ground surface (ft bgs) exhibited TPH-GRO concentrations above the Tier 1 Screening Level established by DERR.

A site location map is included as Exhibit B, Figure 1. A site plan detail map of the Property including the locations of former and existing infrastructure, soil samples, monitoring wells, and the area where petroleum concentrations in on-site soils remain above DERR Cleanup Standards (“Restricted Area”) is included as Exhibit B, Figure 2. Soil and groundwater analytical results are summarized in attached Exhibit B, Tables 1, 2, respectively.

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. Roosevelt City Corporation 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 9000139, Release Site NEP (“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 Restricted Area of the Property as shown on Exhibit B, Figure 2.
  - a. Use Limitations. Residential uses are prohibited.
  - b. 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 Restricted Area, workers will be required to comply with the Occupational Safety and Health Administration (OSHA) training for hazardous materials facilities (29 CFR 1910.120).
    - ii. 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 Restricted Area, Owner shall install, maintain and operate vapor-related engineering controls to eliminate the potential for subsurface vapor phase petroleum to migrate into the structure, unless a vapor intrusion risk assessment is conducted

and shows that there is no unacceptable vapor intrusion risk, as determined by the DERR, using the criteria and standards as required by Utah Admin. Code R311-211 Corrective Action Clean-Up Standards Policy – UST and CERCLA Sites, as may be amended from time to time.

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 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 Duchesne 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 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.
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 Duchesne 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 Duchesne 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. 9000139, Release Site NEP  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation, UST Branch  
195 North 1950 West, 1<sup>st</sup> Floor  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

*If to Roosevelt City Corporation:*

JR Bird, Mayor  
Roosevelt City Corporation  
255 South State Street  
Roosevelt, Utah 84066

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.



Roosevelt City Corporation, a Utah Municipal Corporation  
as Grantor, Owner, and Holder

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JR Bird, Mayor

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Date

State of Utah )  
 : ss.  
County of Duchesne )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, appeared before me, JR Bird, Mayor of Roosevelt City Corporation, Grantor, Owner and Holder herein, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Roosevelt City Corporation has authorized him to execute the foregoing environmental covenant, and did duly acknowledge in my presence having executed the same for the purposes stated therein.

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, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality

Date \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 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.

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Notary Public

## **Exhibit A**

### **Property**

Roosevelt Municipal Airport  
1707 South 3000 West  
Roosevelt, Utah 84066

### **Legal Description**

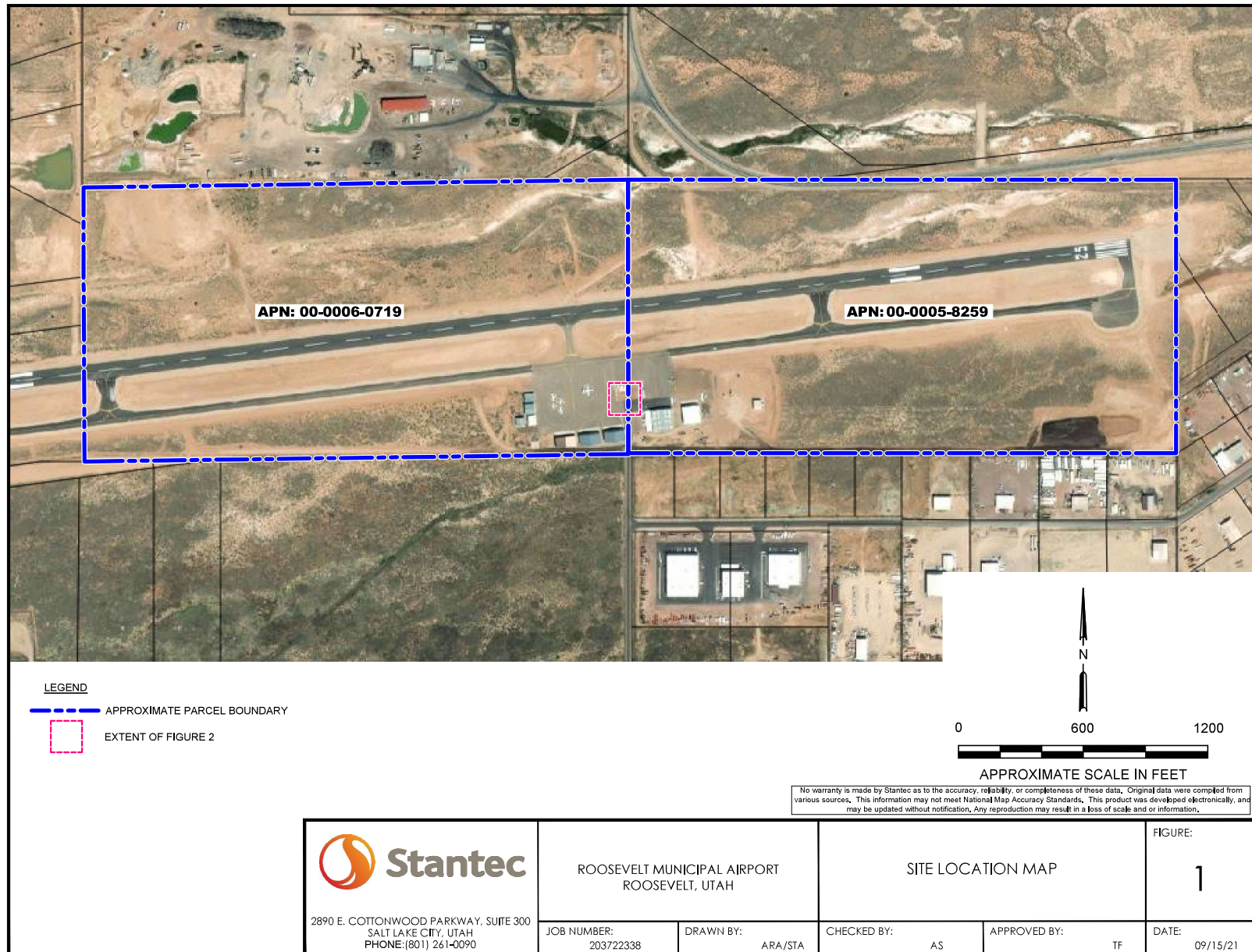
LOT 3 AND THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UINTAH SPECIAL MERIDIAN.

AND

THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 2 WEST, UINTAH SPECIAL MERIDIAN.

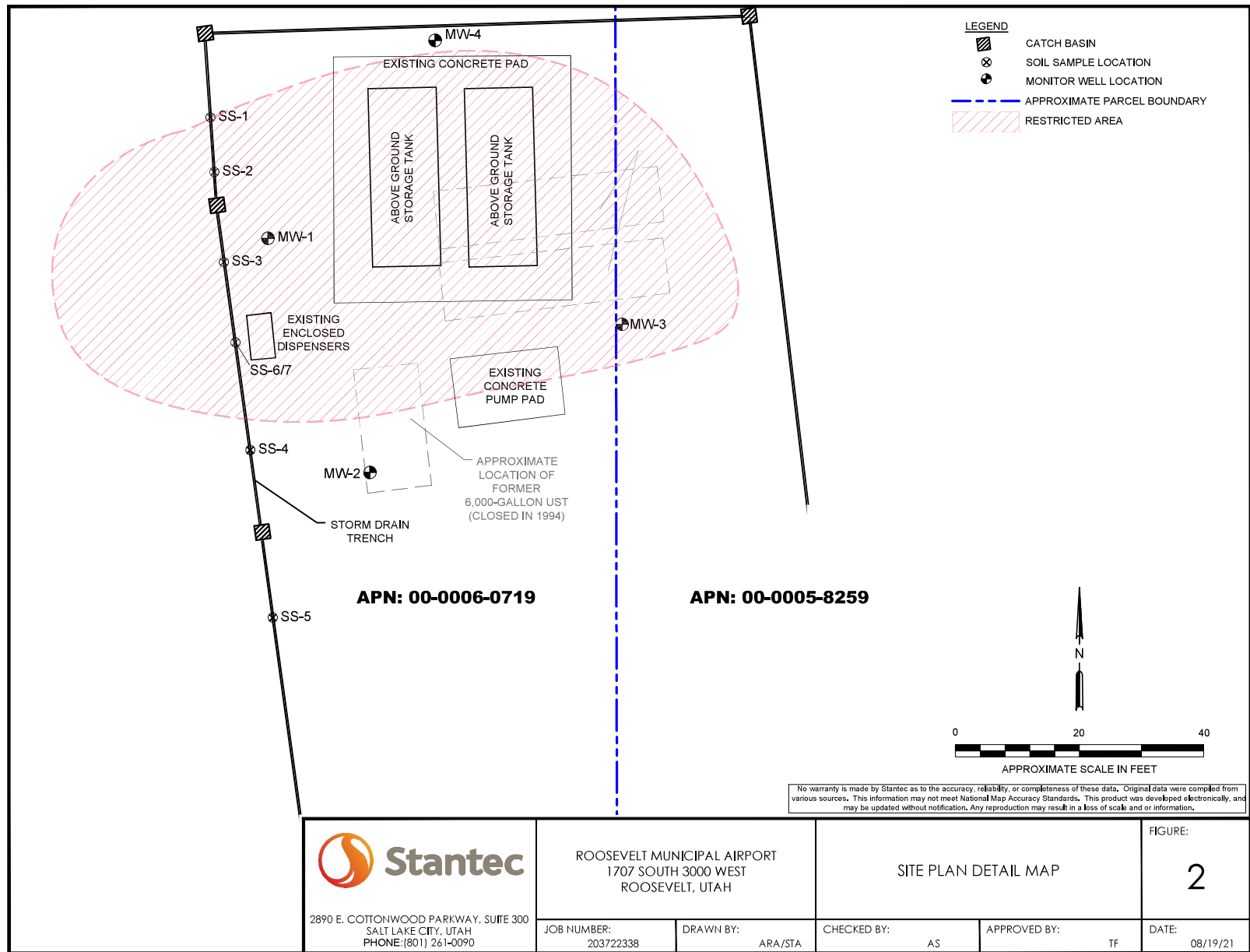
**Exhibit B**  
**Figures and Tables**

Exhibit B, Figure 1



FILEPATH: C:\Users\SAguinaldo\Desktop\2021\SLC\203722338\FIG 1\_roosevelt\_airport\_sit\_09-15-2021.dwg | SAguinaldo | Sep 15, 2021 at 19:44 | Layout: SITE PLAN

Exhibit B, Figure 2



## Exhibit B, Table 1

### Soil Analytical Results Roosevelt Municipal Airport 1707 South 3000 West Roosevelt, Utah

Sample Location	Depth (feet bgs)	Date Sampled	MTBE (mg/Kg)	BTEXN Compounds (mg/Kg)					TPH-GRO (mg/Kg)	TPH-DRO (mg/Kg)
				Benzene	Toluene	Ethyl Benzene	Total Xylenes	Naphthalene		
Excavation Soil Samples										
SS-1	3.8	9/25/2014	<0.006	<0.006	<0.006	<0.006	<0.006	<0.006	6.0	70
SS-1	2.8	10/7/2014	<0.113	<0.0566	<0.113	<0.113	<0.113	<0.113	645	<21.5
SS-2	2.8	10/7/2014	<1.14	<0.568	<1.14	<1.14	<1.14	<1.14	14,100	37.5
SS-3	3.0	10/7/2014	<1.15	<0.573	<1.15	<1.15	<1.15	<1.15	6,670	208
SS-4	2.8	10/7/2014	<0.00552	<0.00276	<0.00552	<0.00552	<0.00552	<0.00552	0.539	<21.5
SS-5	3.0	10/7/2014	<0.00563	<0.00281	<0.00563	<0.00563	<0.00563	<0.00563	0.512	<22.2
SS-6	3.5	10/7/2014	<1.13	<0.564	<1.13	<1.13	<1.13	<1.13	9,760	128
SS-7	5.5	10/7/2014	<0.0052	<0.0026	<0.0052	<0.0052	<0.0052	<0.0052	11.8	<20.5
Monitoring Well Soil Samples										
MW-1-6	6.0	6/3/2015	<0.00584	<0.00292	<0.00584	<0.00584	<0.00584	<0.00584	33.7	<22.7
MW-2-6	6.0	6/2/2015	<0.00557	<0.00279	<0.00557	<0.00557	<0.00557	<0.00557	118	24.5
MW-3-7	7.5	6/2/2015	<0.00570	<0.00285	0.00957	0.0265	0.111	0.0247	4,970	75.5
MW-4-4	4.0	6/3/2015	<0.00621	<0.00311	<0.00621	<0.00621	<0.00621	<0.00621	0.385	26.2
UDEQ Initial Screening Level			0.3	0.2	9	5	142	51	150	500
RBCA Tier 1 Screening Level			0.3	0.9	25	23	142	51	1,500	5,000

#### Explanation of Abbreviations

bgs	= below ground surface	--	= not measured or analyzed
MTBE	= methyl tertiary butyl ether by EPA Method 8260C	UDEQ	= Utah Department of Environmental Quality
mg/Kg	= milligrams per kilogram	RBCA	= Risk-Based Corrective Action
BTEXN	= benzene, toluene, ethylbenzene, total xylenes, and naphthalene by EPA Method 8260C		
TPH-GRO	= gasoline-range total petroleum hydrocarbons by EPA Method 8260C		
TPH-DRO	= diesel-range total petroleum hydrocarbons by EPA Method 8015D		
<	= analyte not detected above the laboratory specified reporting limit		

**bold** = analytical result exceeds the specified UDEQ Initial Screening Level

**bold** = analytical result exceeds the specified UDEQ Initial Screening Level and RBCA Tier 1 Screening Level

## Exhibit B, Table 2

### Groundwater Monitoring Results Roosevelt Municipal Airport 1707 South 3000 West Roosevelt, Utah

Sample Location	Date Sampled	Depth to Groundwater (ft TOC)	Groundwater Elevation (ft BM)	MTBE (mg/L)	BTEXN Compounds					TPH-GRO (mg/L)	TPH-DRO (mg/L)
					(mg/L)						
					Benzene	Toluene	Ethyl Benzene	Total Xylenes	Naphthalene		
MW-1	6/3/2015	3.63	96.24	<0.0100	<0.00500	<0.0100	<0.0100	<0.0100	<0.0100	<0.100	3.68
	7/24/2018	5.33	94.54	<0.002	<0.001	<0.002	<0.002	<0.002	<0.002	0.383	5.27
	3/22/2019	2.75	97.12	<0.002	<0.001	<0.002	<0.002	<0.002	<0.002	1.37	11.9
	6/23/2019	3.00	96.87	<0.002	<0.001	<0.002	<0.002	<0.002	<0.002	0.443	1.93
MW-2	6/3/2015	3.64	96.36	<0.00200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200	0.598	0.701
MW-3	6/3/2015	3.62	96.23	0.0146	0.00990	0.0143	0.00842	0.0242	0.00372	5.46	1.49
	7/24/2018	5.42	94.43	0.002	0.021	<0.002	0.002	<0.002	<0.002	8.30	18.6
	3/22/2019	1.66	98.19	0.005	0.002	<0.002	<0.002	<0.002	<0.002	3.12	10.5
	6/23/2019	3.59	96.26	0.003	0.003	<0.002	<0.002	<0.002	<0.002	1.32	8.17
MW-4	6/3/2015	10.44 (1)	89.15 (1)	<0.0100	<0.00500	<0.0100	<0.0100	<0.0100	<0.0100	<0.100	1.16
	7/24/2018	5.67	93.92	<0.002	0.001	<0.002	<0.002	<0.002	<0.002	0.092	2.65
	3/22/2019	2.00	97.59	<0.002	<0.001	<0.002	<0.002	<0.002	<0.002	<0.02	<0.48
	6/23/2019	3.00	96.59	<0.002	<0.001	<0.002	<0.002	<0.002	<0.002	<0.02	<0.48
UDEQ Initial Screening Level				0.2	0.005	1	0.7	10	0.7	1	1
RBCA Tier 1 Screening Level				0.2	0.3	3	4	10	0.7	10	10

#### Explanation of Abbreviations

ft TOC	= feet below top of well casing
ft BM	= feet relative to MW-2 which was used as a 100.00 foot benchmark
MTBE	= methyl tertiary butyl ether by EPA Method 8260C
mg/L	= milligrams per liter
BTEXN	= benzene, toluene, ethylbenzene, total xylenes, and naphthalene by EPA Method 8260C
TPH-GRO	= gasoline-range total petroleum hydrocarbons by EPA Method 8260C
TPH-DRO	= diesel-range total petroleum hydrocarbons by EPA Method 8015D
<	= analyte not detected above the specified laboratory reporting limit
--	= not measured or analyzed
UDEQ	= Utah Department of Environmental Quality
RBCA	= Risk-Based Corrective Action

<b>bold</b>	= analytical result exceeds the UDEQ Initial Screening Level
<b>bold</b>	= analytical result exceeds the UDEQ Initial Screening Level and RBCA Tier 1 Screening Level
(1)	= Depth to Groundwater had not equilibrated at the time of measurement

#### Notes

- 2018 and 2019 data was collected by Roosevelt Municipality Airport (Howard Harding)

Well No.	Total Well Depth (feet)	Screened Interval (feet)	Top of Casing Elevation (feet)
MW-1	14.55	2.55 to 14.55	99.87
MW-2	13.90	1.90 to 13.90	100.00
MW-3	14.71	2.71 to 14.71	99.85
MW-4	14.71	2.71 to 14.71	99.59