

IN THE MATTER OF:

Murray Laundry
Salt Lake City, Salt Lake County, UT

Murray Towers, L.C.
SETTLING PARTY

) SETTLEMENT AGREEMENT
) FOR RECOVERY
) OF PAST RESPONSE COSTS
) U.S. EPA Region 8
) CERCLA Docket No. CERCLA-08-2014-0007
)
) PROCEEDING UNDER SECTION
) 122(h)(1) OF CERCLA
) 42 U.S.C. § 9622(h)(1)
)

2016 JUL 21 AM 8:50
EPA REGION VIII
HEARING ROOM

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and re-delegated to supervisors in the Legal and Technical Enforcement Programs. As required by Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), the Department of Justice has provided prior written approval of this Settlement Agreement.

2. This Settlement Agreement is made and entered into by EPA and Murray Towers, L.C. (Settling Party). Settling Party consents to and will not contest the authority of the United States to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Murray Laundry Site (Site) located in Salt Lake City, Utah. EPA alleges that the Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

7. EPA has reviewed the Financial Information submitted by Settling Party to determine whether Settling Party is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, EPA has determined that Settling Party has limited financial ability to pay for response costs incurred and to be incurred at the Site.

8. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. STATEMENT OF PURPOSE

10. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Party to make a cash payment to address its alleged civil liability for the Site as provided in the Covenant Not to Sue by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX.

V. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Best Efforts" shall mean ensuring the Property is sold for the highest price; employing a real estate agent or broker who is licensed in the State of Utah and who shall follow the usual and normal practices for selling real estate, including, for example, listing the Property in one or more real estate listing services regularly used by real estate agents, brokers, and others and using other reasonable means to ensure that the availability for sale is known to potential buyers; responding to reasonable inquiries of prospective buyers; maintaining the Property in a condition suitable for exhibition to prospective buyers; allowing the Property to be shown at all reasonable times; and assisting the broker, dealer or agent in any other reasonable way requested in an effort to sell the Property.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XVIII.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

f. "Fair Market Value" shall, except in the event of a foreclosure or transfer by deed or other assignment in lieu of foreclosure, mean the price at which the Property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. In the event of a transfer by foreclosure, "Fair Market Value" shall mean the amount obtained at the foreclosure sale. In the event of a transfer by a deed or other assignment in lieu of foreclosure, "Fair Market Value" shall mean the balance of Settling Party's mortgage on the Property at the time of the transfer.

g. "Financial Information" shall mean those financial documents identified in Appendix A.

h. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Net Sales Proceeds" shall mean the total value of all consideration received by Settling Party for each Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) less i) the balance of Settling Party's mortgage on the Property, ii) closing costs limited to those reasonably incurred and actually paid by Settling Party associated with the Transfer of the Property, iii) federal and state taxes owed on the proceeds, and iv) actual Salt Lake County property taxes owed as of 4/24/2014. Settling Party shall provide EPA with documentation sufficient to show the total value of all consideration received by Settling Party for each Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) at the time of each Transfer, the amount of the proceeds of the Transfer, and the amounts corresponding to items i) through iv) above. This documentation shall include, but not be limited to, the report of an appraisal paid for by Settling Party or a potential buyer, performed by an appraiser satisfactory to the Parties, upon appraisal assumptions satisfactory to the Parties. The documentation must also include, either as part of the report or separately, 1) a tax statement showing the assessed valuation of the Property for each of the three years immediately preceding the Transfer, and 2) a schedule showing all outstanding indebtedness on the Property.

j. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

k. "Parties" shall mean EPA and Settling Party.

l. "Property" shall mean that portion of the Site that is owned by Settling Party as of April 14, 2014. The Property is located at 4220 S. State Street in unincorporated Salt Lake County, Utah, and is designated by the following property description: Parcel No. 22-06-10-020; 4220 South State Street, Murray, UT 84107.

m. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

n. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

o. "Settlement Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

p. "Settling Party" shall mean Murray Towers, L.C.

q. "Site" shall mean the Murray Laundry Superfund Site, encompassing approximately 3.5 acres, located on the 4200 South block of State Street unincorporated Salt Lake County, Utah, and generally shown on the map included in Appendix B.

r. "Transfer" shall mean each sale, assignment, transfer or exchange by Settling Party (or its successors or heirs) of the Property, or any portion thereof, or of the entity owning the Property, where title to the Property (or any portion or interest thereof) or to the entity owning the Property i) is transferred and Fair Market Value is received in consideration, or ii) is transferred involuntarily by operation of law, including foreclosure and its equivalents following default on the indebtedness secured, in whole or in part, by the Property, including, but not limited to, a deed or other assignment in lieu of foreclosure. A Transfer does not include a transfer pursuant to an inheritance or a bequest.

s. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

12. Payment of Proceeds of Sale of Property. Settling Party agrees that it will not sell, assign, transfer or exchange the Property except by means of a Transfer. Settling Party shall use its best efforts to Transfer the Property within three years of the effective date of this Settlement Agreement.

a. Settling Party shall pay to EPA 90% of the Net Sales Proceeds of the Transfer of the Property. Payment shall be made within thirty days of the effective date of the Transfer of the Property.

b. If Settling Party has been unable to sell the Property within three (3) years from the Effective Date as provided in Paragraph 33, Settling Party shall auction the Property to the highest bidder in accordance with the requirements of this Paragraph 12.b. The auction shall occur within two months after the third anniversary of the entry of this Settlement Agreement. Settling Party shall engage a professional auctioneer and publicize the auction by means of daily advertisements in local newspapers for thirty (30) days preceding the auction, as well as by all other appropriate and customary means. 90% of Net Sales Proceeds shall be paid to the EPA within thirty (30) days of any transfer in the amounts specified in Paragraph 12.a. Settling Party shall timely provide to EPA copies of all advertising published with respect to the Property, indicating when such advertising was displayed. Copies shall be considered timely if the copies of the advertising were sent to EPA within thirty (30) days after such advertising was displayed.

c. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of Settling Party, the Site name, the EPA Region and Site/Spill ID # A820, and the EPA docket number for this action, and shall be sent to:

Regular Mail:

U.S. Environmental Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Federal Express, Airborne, etc.:

U.S. Bank
1005 Convention Plaza
SL-MO-C2GL
St. Louis, MO 63101

Wire Transfer:

Federal Reserve Bank of New York
ABA = 021030004
Account Number: 68010727

On-Line Payments:

WWW.PAY.GOV
Enter sfo 1.1 in the search field
Open form and complete required fields.

Settling Party shall send notice that payment has been made in accordance with Paragraph 12 above, and the payment shall be deposited by EPA in accordance with Paragraph 12.c.

d. The total amount to be paid by Settling Party pursuant to Paragraph 12 shall be deposited by EPA in the Murray Laundry Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. At least 30 days prior to any such Transfer, Settling Party shall notify EPA of the proposed Transfer, which notice shall include a description of the property to be sold, the identity of the purchaser, the terms of the Transfer, the consideration to be paid, and a copy of the Transfer agreement and a worksheet calculating the payment amount to the EPA. The proposed sales price must be at least equal to the Fair Market Value of the Property based upon an appraisal obtained within 1 year of the Transfer. Settling Party shall notify EPA of the completion of the Transfer within 10 days of the date of closing and shall include with such notification a copy of the closing binder, including final executed documentation for the conveyance and a work sheet setting forth the Net Sales Proceeds and the amount payable to EPA.

f. Upon receipt of notice above, EPA will provide a statement to Settling Party or Settling Party's title company stating that it will release its lien upon receipt of the amount provided in the worksheet referenced above providing that the worksheet complies with the terms of this agreement. If the figures aren't in accordance with this agreement, EPA will work with Settling Party to correct the worksheet and will then provide an acceptable payoff figure to release its lien.

g. In the event of a Transfer of the Property or any portion thereof, Settling Party shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Settlement Agreement, except if EPA and Settling Party modify this Settlement Agreement in writing.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

13. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 12 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. Stipulated Penalty.

a. If any amounts due under Paragraph 12 are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$200 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the

check, shall reference the name and address of Settling Party, the Site name, the EPA Region and Site/Spill ID # A820, and the EPA docket number for this action, and shall be sent to:

Regular Mail:

U.S. Environmental Agency
 Superfund Payments
 Cincinnati Finance Center
 P.O. Box 979076
 St. Louis, MO 63197-9000

Federal Express, Airborne, etc.:

U.S. Bank
 1005 Convention Plaza
 SL-MO-C2GL
 St. Louis, MO 63101

Wire Transfer:

Federal Reserve Bank of New York
 ABA = 021030004
 Account Number: 68010727

On-Line Payments:

WWW.PAY.GOV
 Enter sfo 1.1 in the search field
 Open form and complete required fields.

c. At the time of each payment, Settling Party shall send notice that such payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall identify the Region and Site-Spill ID # A820 and the EPA docket number for this action.

d. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

15. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with any term or condition of this Settlement Agreement, it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

16. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Settling Party's payment of stipulated penalties shall not excuse Settling Party from payment as required by Paragraph 12 or from performance of any other requirements of this Settlement Agreement.

VIII. RELEASE OF NOTICE OF FEDERAL LIEN

17. Within 15 days after EPA receives payment required by Paragraph 12 of this Settlement Agreement, EPA shall file a Release of Notice of Federal Lien in the Recorder's Office, Salt Lake County, State of Utah. The Release of Notice of Federal Lien shall release the Notice of Federal Lien filed on May 14, 2014, and shall not release any other lien or encumbrance which may exist upon the Property.

IX. COVENANT NOT TO SUE BY EPA

18. Except as specifically provided in Section X (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Party. If the Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Party shall forfeit all payments made pursuant to this Settlement Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from Settling Party's false or materially inaccurate information. This covenant not to sue extends only to Settling Party and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

19. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 18. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Party with respect to:

a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability, based upon Settling Party's ownership or operation of the Site, or upon Settling Party's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Party; and

e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

20. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Settlement Agreement, if the Financial Information provided by Settling Party, or the financial certification made by Settling Party in Paragraph 30(b), is false or, in a material respect, inaccurate.

21. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

XI. COVENANT NOT TO SUE BY SETTLING PARTY

22. Settling Party agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Utah Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site. Except as provided in Paragraph 24 (Waiver of Claims) and Paragraph 27 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 19(c) - (e), but only to the extent that Settling Party's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

23. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

24. Settling Party agrees not to assert any claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

25. Except as provided in Paragraph 24, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

26. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The “matters addressed” in this Settlement Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against Settling Party coming within the scope of such reservations. In the event that Settling Party’s waiver of claims becomes inapplicable in accordance with Paragraph 24, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for “matters addressed” as defined above.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in

this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section IX.

XIII. SITE ACCESS

28. Commencing upon the effective date of this Settlement Agreement, Settling Party agrees to provide EPA and its representatives and contractors access at all reasonable times to the Site and to any other property owned or controlled by Settling Party to which access is determined by EPA to be required for the implementation of this Settlement Agreement, or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site.

29. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIV. CERTIFICATION

30. Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

- a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the state or the filing of a suit against it regarding the Site and that it has fully complied with any and all EPA requests for documents or information regarding the Site and Settling Party's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927;
- b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Party executes this Settlement Agreement; and
- c. fully disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site.

XV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA:

Enforcement Attorney, Murray Laundry Site
Mail Code 8ENF-L
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

As to Settling Party:

Brad Olsen, Manager
Murray Towers L.C.
5882 S. 900 E. Ste 201
Salt Lake City, Utah 84121

XVI. INTEGRATION/APPENDICES

31. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A is a list of the financial documents submitted to EPA by Settling Party.
Appendix B is a map of the Site.

XVII. PUBLIC COMMENT

32. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVIII. EFFECTIVE DATE

33. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Settlement Agreement.

IT IS SO AGREED:

Murray Towers, L.C.

By: 
Brad Olsen, Manager

5/12/14
Date

U.S. Environmental Protection Agency

By: Andrea Madigan
Andrea Madigan, Supervisory Attorney
CERCLA Response and Cost Recovery Unit
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

7/17/14
Date

By: Kelcey Land
Kelcey Land, Director
RCRA/CERCLA Technical Enforcement Program
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

7/17/14
Date

Appendix A

Murray Towers 5 Year Profit and Loss Statement

Summary of property taxes due 1.31.14

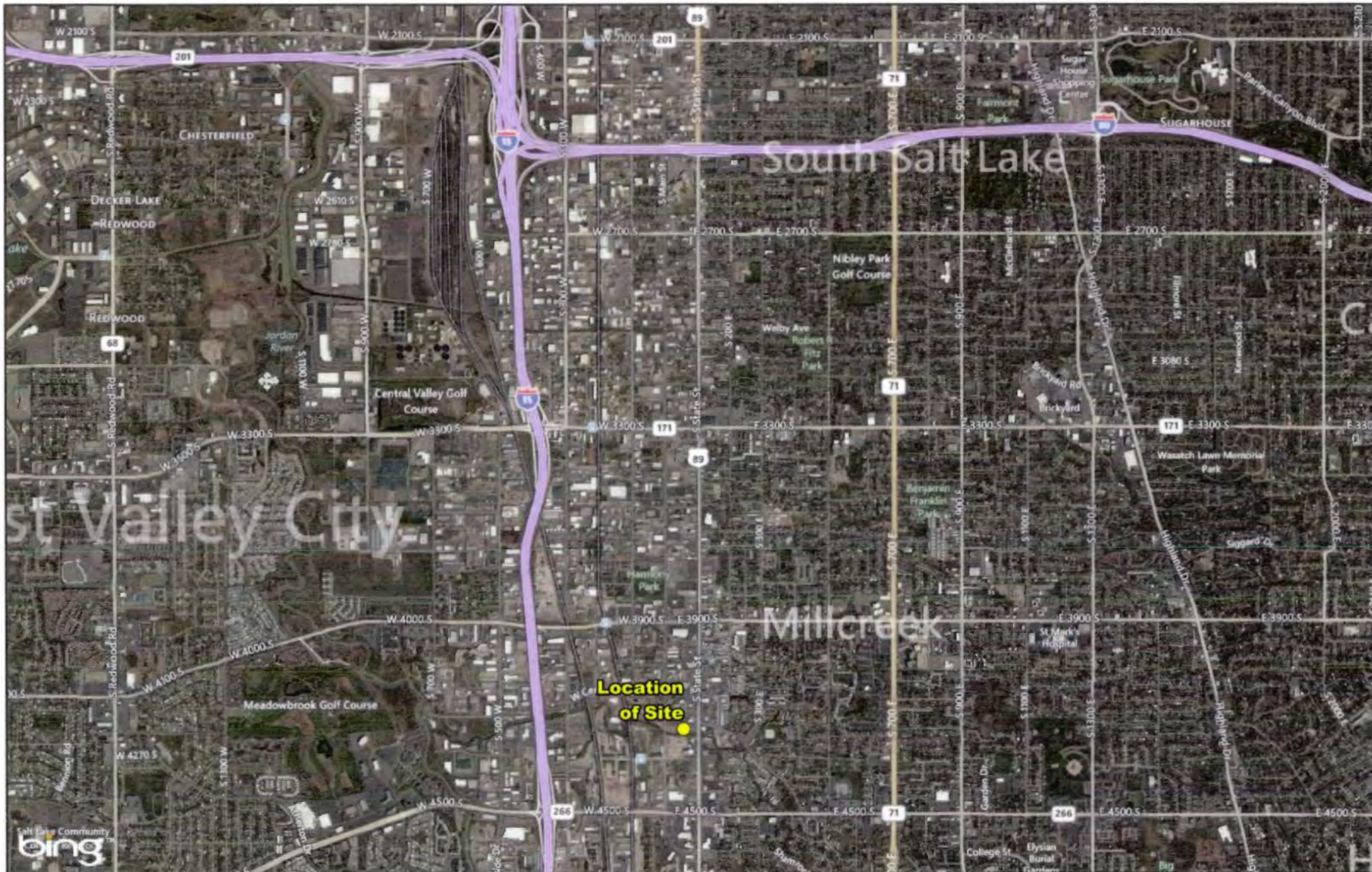
Tax Data, Murray Towers L.C.

Financial Statement for Business

Notarized Certificate

Murray Towers Tax Income Letter from CPA

Murray Towers 5 year Income and Expense



Legend

- Site Sketch Point

US EPA
Location of Murray Laundry Site
 Response Name



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The Federal Register

The Daily Journal of the United States Government

Notice

Notice of Ability To Pay Settlement Agreement for the Murray Laundry Superfund Site (Site) Under the Comprehensive Environmental Response, Compensation and Liability Act

A Notice by the [Environmental Protection Agency](#) on [08/20/2014](#)

This document has a comment period that ends in 23 days (09/19/2014) [Submit a formal comment](#)

Action

Notice; Request For Comment.

Summary

As required by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), notice is hereby given that a Section 122 (h)(1) settlement for an ability to pay party is proposed by the United States, on behalf of the Environmental Protection

Agency (EPA), and Murray Towers, L.C. (Murray Towers), a Utah limited liability company, for the payment of certain response costs incurred at the Murray Laundry Site in unincorporated Salt Lake County, Utah (Site).

The Site encompasses approximately 3.5 acres in unincorporated Salt Lake County, Utah. Murray Towers owns property within the Site, located at 4220 South State Street in unincorporated Salt Lake County, Utah (Property). From 1913-1977, a laundry facility operated at the Site. All the buildings associated with the historic Murray Laundry facility were demolished in 1982. Thereafter, the Site was used as a dumping ground for waste dirt, asphalt, and concrete. In 1999, underground storage tanks and perchloroethene (PCE) contaminated water were discovered. The tanks were removed, however contaminated soils remained on-Site. The EPA conducted a time-critical removal action in 2013 to address the release or threatened release of hazardous substances. The action consisted of removing contaminated soils and replacing the excavated materials with clean backfill. The Site is currently in a mixed use area, with businesses and residences.

Under the proposed settlement, Murray Towers must use best efforts to transfer the Property, and relinquish 90% of the net sales proceeds, less certain agreed upon fees, to the EPA. Should the Property not be sold within three years, the Property must be auctioned and sold to the highest bidder, with the EPA still receiving 90% of the net sales proceeds. In exchange for the proceeds, the EPA will release the CERCLA lien on the Property. The proposed settlement also contains a covenant not to sue under Sections 106 and 107(a) of CERCLA, 42 U.S.C. 9606 and 9607(a).

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Comments must be received on or before September 19, 2014.

ADDRESSES:

Please send all comments to Sharon Abendschan, Enforcement Specialist (Mail Code 8ENF-RC), Environmental Protection Agency—Region 8, 1595 Wynkoop Street, Denver, CO 80202-1129; (303) 312-6957. Email: Abendschan.sharon@epa.gov.

FOR FURTHER INFORMATION CONTACT:

For requests for copies of the Settlement Agreement please contact Sharon Abendschan, Enforcement Specialist (Mail Code 8ENF-RC), Environmental Protection Agency—Region 8, 1595 Wynkoop Street, Denver, CO 80202-1129; (303) 312-6957. Email: Abendschan.sharon@epa.gov.

Dated: August 1, 2014.

Eddie A. Sierra,

Acting Assistant Regional Administrator, Office of Enforcement, Compliance and Environmental Justice, EPA, Region 8.

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