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EPA REGION VIII
HEARING CLERK

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

IN THE MATTER OF:
Murray Laundry
Salt Lake City, Salt Lake County, UT

ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR REMOVAL ACTION BY
BONA FIDE PROSPECTIVE
PURCHASER

Parleys Partners, LLC,
Artesian Springs II, LLC,
Hooper Knowlton III, and
David G. Bevan,
Respondents

U.S. EPA Region 8
CERCLA Docket No. CERCLA-08-2015-0003

Proceeding Under Sections 104, 106(a), 107 and
122 of the Comprehensive
Environmental Response, Compensation,
and Liability Act, as amended, 42 U.S.C. §§ 9604,
9606(a), 9607 and 9622

I. INTRODUCTION

1. This Settlement Agreement and Order on Consent for Removal Action by Bona Fide Prospective Purchaser (Settlement Agreement) is voluntarily entered into by and between the United States on behalf of the Environmental Protection Agency (EPA) and Parleys Partners, LLC, Artesian Springs II, LLC, Hooper Knowlton III, and David G. Bevan (collectively, "Purchaser") (collectively, the "Parties") under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9601, *et seq.* Under this Settlement Agreement, Purchaser agrees to perform work at or in connection with the Property.

II. JURISDICTION AND GENERAL PROVISIONS

2. This Settlement Agreement is issued pursuant to the authority vested in the President of the United States by Sections 104, 106, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9606, 9607 and 9622, and delegated to the Administrator of EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the undersigned Regional official, and the authority of the Attorney General to compromise and settle claims of the United States.

3. The Parties agree that the United States District Court for the District of Utah will have jurisdiction pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), for any enforcement action brought with respect to this Settlement Agreement.

4. EPA has notified the State of Utah (State) of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

5. The Purchaser represents that it is a bona fide prospective purchaser (BFPP) as defined by Section 101(40) of CERCLA, 42 U.S.C. § 9601(40), that it has and will continue to comply with Section 101(40) during its ownership of the Property, and thus qualifies for the protection from liability under CERCLA set forth in Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to the Property. In view, however, of the complex nature and significant extent of the Work to be performed in connection with the removal action at the Site, and the risk of claims under CERCLA being asserted against Purchaser notwithstanding Section 107(r)(1) as a consequence of Purchaser's activities at the Site pursuant to this Settlement Agreement, one of the purposes of this Settlement Agreement is to resolve, subject to the reservations and limitations contained in Section XVIII (Reservations of Rights by United States), any potential liability of Purchaser under CERCLA for the Existing Contamination as defined by Paragraph 10.g below.

6. The resolution of this potential liability, in exchange for Purchaser's performance of the Work and reimbursement of certain response costs is in the public interest.

7. EPA and Purchaser recognize that this Settlement Agreement has been negotiated in good faith. Purchaser agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

III. PARTIES BOUND

8. This Settlement Agreement applies to and is binding upon EPA and upon Purchaser and its successors and assigns. Any change in ownership or corporate status of Purchaser including, but not limited to, any transfer of assets or real or personal property shall not alter Purchaser's responsibilities under this Settlement Agreement.

9. Purchaser shall ensure that its contractors, subcontractors, and representatives comply with this Settlement Agreement, and, where appropriate, receive a copy of this Settlement Agreement. Purchaser shall be responsible for any noncompliance with this Settlement Agreement.

IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

- a. "BFPP" shall mean a bona fide prospective purchaser as described in Section 101(40) of CERCLA, 42 U.S.C. § 9601(40).
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.
- c. "Day" or "day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or federal or state holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or state 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 XXVI.
- e. "EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Existing Contamination" shall mean:
 - i. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the Effective Date;

- ii. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the Effective Date; and
- iii. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the Effective Date.
- h. “Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually 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. “National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.
- j. “OSC” shall mean the On-Scene Coordinator as defined in 40 C.F.R. § 300.5.
- k. “Oversight Costs” shall mean all direct and indirect costs incurred by EPA or the United States after the Effective Date in monitoring and supervising Purchaser’s performance of the Work to determine whether such performance is consistent with the requirements of this Settlement Agreement, including costs incurred in reviewing plans, reports and other documents submitted pursuant to this Settlement Agreement, as well as costs incurred in overseeing implementation of the Work, but not including any costs incurred after EPA issues the notice of completion of Work under Paragraph 74.
- l. “Paragraph” shall mean a portion of this Settlement Agreement identified by an arabic numeral or an upper or a lower case letter.
- m. “Parties” shall mean EPA and Purchaser.
- n. “Property” shall mean that portion of the Site currently owned by Murray Towers, LC. The Property is located at 40 E. Columbia Avenue (previously part of 4220 S. State Street) in unincorporated Salt Lake County, Utah, is designated by the following property description: Parcel No. 22-06-10-020; 40 E. Columbia Avenue, Murray, UT 84107, and encompasses approximately 1.95 acres.
- o. “Purchaser” shall mean Parleys Partners LLC, a Utah limited liability company, Artesian Springs II, LLC, a Utah limited liability company, Hooper Knowlton III, and David G. Bevan, to the extent these persons or entities own the Property.
- p. “RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

- q. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.
- r. "Settlement Agreement" shall mean this Settlement Agreement and Order on Consent for Removal Action by Bona Fide Prospective Purchaser and all appendices attached hereto (listed in Section XXIV). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.
- s. "Site" shall mean the Murray Laundry Site, encompassing approximately 3.5 acres, located on the 4200 block South block of State Street in unincorporated Salt Lake County, Utah. The Site includes the Property and Parcel No. 22-06-102-019, and all areas to which hazardous substances and/or pollutants or contaminants have been deposited, stored, disposed of, placed, or otherwise come to be located. The Site and Property are depicted on the map attached as Appendix A.
- t. "Supervising Contractor" shall mean the principal contractor retained by Purchaser to supervise and direct the implementation of the Work agreed to in this Settlement Agreement and to sign and approve the Final Report submitted concerning such Work.
- u. "United States" shall mean the United States of America, its departments, agencies, and each department, agency, and instrumentality of the United States, including EPA.
- v. "Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) any "hazardous material" under Utah law.
- w. "Work" shall mean all removal activities Purchaser is required to perform under this Settlement Agreement.

V. FINDINGS OF FACT

11. The Site is located in unincorporated Salt Lake County. From approximately 1913-1977, a laundry operated at the Site. With the exception of an old water tower, all the buildings associated with the historic laundry operations were demolished in 1982.

12. After 1982, the Site was used as a dumping ground for waste dirt, asphalt and concrete. In 2003, the Site was divided into two parcels. One parcel, Parcel Number 22-06-102-019 as shown on Appendix A, was developed into a used car dealership. The second parcel is the Property, and is where the contamination was located and EPA's removal action took place.

13. The Property is in a mixed use area, with businesses and residences. It is currently vacant, but slated for future residential development.
14. Underground storage tanks containing petroleum and perchloroethene (PCE) contaminated water were discovered at the Site in 1999. The tanks were removed, but contaminated soils remained.
15. EPA conducted a time-critical removal action at the Site under an Action Memorandum dated July 29, 2013. EPA excavated contaminated soils and replaced the excavated materials with clean backfill.
16. EPA's removal action may have left contaminated soils beneath the old water tower and did not create a system to address potential vapor intrusion to make the Property suitable for future residential use.
17. Exposure to PCE and its breakdown products at the Property could cause acute and chronic negative health effects in humans. Construction workers and future residents could come into contact with PCE via inhalation of potentially impacted PCE soils left near the water tower, dust, or vapors.
18. The Property is currently owned by Murray Towers, LC. Parleys Partners, LLC has entered into a real estate purchase contract to purchase the Property from Murray Towers, LC.

VI. DETERMINATIONS

19. Based on the Findings of Fact set forth above, and the administrative record supporting the Work, EPA has determined that:
 - a. The Murray Laundry Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - b. The contamination found at the Site, as identified in the Findings of Fact above, includes a "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
 - c. Purchaser is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
 - d. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
 - e. The Work is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VII. AGREEMENT

20. In consideration of and in exchange for the United States' Covenant Not to Sue in Section XVII, and the Release and Waiver of Liens in Section XVIII, Purchaser agrees to comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VIII. WORK TO BE PERFORMED

21. Purchaser shall perform, the following Work at the Property:

- a. Collect data from soils within twenty feet of the base of the south half of the water tower to a depth of ten feet or until contamination is no longer detected, whichever is greater. Contamination shall be defined as exceeding EPA Regional Screening Levels.
- b. Excavate soils when contamination is detected during the data collection process. Additional data shall be collected at the base and walls of the excavation pit(s) to guide the excavation until contamination is no longer detected. Any water that is encountered during excavation of contaminated soil must be treated before it is discharged or returned to the excavation pit.
- c. Address contaminated soils that are excavated by either disposing of them off-Site or treating them on-Site. If soils are treated on-Site, data shall be collected from the treated soils to verify the effectiveness of the treatment process.
- d. Collect appropriate air monitoring data during the excavation and treatment of contaminated soils.

Purchaser shall perform all actions required by this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Purchaser shall identify ARARs in the Work Plan subject to EPA approval.

22. Work Plan and Implementation.

- a. Within 30 days after the Effective Date, Purchaser shall submit to EPA for approval a Work Plan for performing the work generally described in Paragraph 21 above. The Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement.

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Purchaser shall submit a revised draft Work Plan within 15 days of receipt of EPA's notification of the required revisions. Purchaser shall implement the Work Plan as approved or modified in writing by EPA in accordance with the schedule approved by EPA. Once approved, approved with modifications, or modified by EPA, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Purchaser shall not commence any Work except in conformance with the terms of this Settlement Agreement. Purchaser shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval or modification pursuant to Paragraph 22.b.

23. Health and Safety Plan. Within 30 days after the Effective Date, Purchaser shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement Agreement. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Purchaser shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

24. Quality Assurance and Sampling

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Purchaser shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Purchaser shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Purchaser shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans" (QA/R-2) (EPA/240/B-01/002, March 2001), or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Purchaser shall have a laboratory that meets the requirements of Paragraph 24.a above analyze samples submitted by EPA for QA monitoring. Purchaser shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Purchaser shall allow EPA or its authorized representatives to take split and/or duplicate samples. Purchaser shall notify EPA not less than 7 days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Purchaser to take split or duplicate samples of any samples it takes as part of its oversight of Purchaser's implementation of the Work.

25. Post-Removal Site Control. In accordance with the Work Plan schedule, or as otherwise directed by EPA, Purchaser shall submit a proposal for post-removal site control consistent with Section 300.415(l) of the NCP and considering OSWER Directive No. 9360.2-02. Such proposal shall include an environmental covenant that includes the placement of a vapor barrier during construction of any buildings on the Property to be occupied by humans. Upon EPA approval, Purchaser shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

26. Reporting.

a. Purchaser shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the date of receipt of EPA's approval of the Work Plan until completion of the Work, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Purchaser shall submit 2 copies of all plans, reports or other submissions required by this Settlement Agreement or any approved work plan. Upon request by EPA, Purchaser shall submit such documents in electronic form to be specified by EPA.

27. Final Report. Within 30 days after completion of all Work required by this Settlement Agreement, Purchaser shall submit for EPA review and approval in accordance with Section XXV (Notice of Completion) a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by the Supervising Contractor who supervised or directed the preparation of said report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true,

accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

28. Off-Site Shipments.

a. Purchaser may ship hazardous substances, pollutants and contaminants from the Site to an off-Site facility only if it complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Purchaser will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Purchaser obtains a prior determination from EPA that the proposed facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b). Purchaser may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if Purchaser complies with EPA’s “Guide to Management of Investigation Derived Waste,” OSWER 9345.3 O3FS (Jan. 1992).

b. Purchaser may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, it provides written notice to the appropriate state environmental official in the receiving facility’s state and to the OSC. This written notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice shall include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Purchaser also shall notify the state environmental official referenced above and the OSC of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Purchaser shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

IX. AUTHORITY OF THE ON-SCENE COORDINATOR

29. The OSC shall be responsible for overseeing Purchaser’s implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Property. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

X. PAYMENT OF OVERSIGHT COSTS

30. Payment of Oversight Costs Upon Receipt of Periodic Bills.

a. Purchaser shall pay EPA all Oversight Costs not inconsistent with the NCP. On a periodic basis, EPA will send Purchaser a bill requiring payment that includes a certified cost summary. Purchaser shall make all payments required by this Paragraph by certified or cashier’s check made payable to “EPA Hazardous Substance Superfund,” referencing the name and address of Purchaser, the Site name, EPA Region and Site/Spill ID Number A820,

and the EPA docket number for this action. Purchaser shall make all payments required by this Paragraph to EPA by Fedwire Electronic Funds (“EFT”) Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency” and shall reference Site/Spill ID Number A820 and the EPA docket number for this action.

b. In the event that a payment for Oversight Costs is not made within 30 days of Purchaser’s receipt of a bill, Purchaser shall pay Interest on the unpaid balance. Interest shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment.

c. The total amount to be paid by Purchaser pursuant to Paragraph 30 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.

31. At the time of each payment, Purchaser shall send notice that such payment has been made to Enforcement Specialist, Murray Laundry Superfund Site (8ENF-RC), EPA Region 8, 1595 Wynkoop St. Denver, CO, 80202, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number A820 and the EPA docket number for this action.

32. Pursuant to Section XIII (Dispute Resolution), Purchaser may dispute all or part of a bill for Oversight Costs if Purchaser determines that EPA has made a mathematical error or included a cost item that is outside the definition of Oversight Costs, or if Purchaser believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision of the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Purchaser shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 30.a on or before the due date. Within the same time period, Purchaser shall pay the full amount of the contested costs into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (FDIC). Purchaser shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 31.

Purchaser shall ensure that the prevailing party in the dispute receives the amount upon which it prevailed from the escrow funds plus any interest accrued within 20 calendar days after the dispute is resolved.

XI. ACCESS/NOTICE TO SUCCESSORS/INSTITUTIONAL CONTROLS

33. Commencing on the date Purchaser acquires title to the Property, Purchaser agrees to provide EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property owned or controlled by Purchaser to which access is required for the implementation of response actions at the Site. EPA agrees to provide reasonable notice to Purchaser of the timing of response actions to be undertaken at the Property and other areas owned or controlled by Purchaser. 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 other authorities.

34. Purchaser shall submit to EPA for review and approval an environmental covenant, pursuant to Utah Code Ann. Section 57-25-101 et seq., to be filed with the Recorder's Office, Salt Lake County, State of Utah, which shall provide notice to all successors-in-title that the Property subject to the environmental covenant. Purchaser shall record the environmental covenant within thirty days of EPA's approval of the notice. Purchaser shall provide EPA with a certified copy of the recorded environmental covenant within seven days of recording such environmental covenant.

35. Purchaser shall implement and comply with any land use restrictions and institutional controls on the Property in connection with a response action.

36. For so long as Purchaser is an owner or operator of the Property, Purchaser shall require that assignees, successors in interest, and any lessees, sublessees and other parties with rights to use the Property shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that assignees, successors in interest, and any lessees, sublessees, and other parties with rights to use the Property implement and comply with any land use restrictions and institutional controls on the Property in connection with a response action, and not contest EPA's authority to enforce any land use restrictions and institutional controls on the Property.

37. Upon sale or other conveyance of the Property or any part thereof, Purchaser shall require that each grantee, transferee or other holder of an interest in the Property or any part thereof shall provide access and cooperation to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight. Purchaser shall require that each grantee, transferee or other holder of an interest in the Property or any part thereof shall implement and comply with any land use restrictions and institutional controls on the Property in connection with a response action and not contest EPA's authority to enforce any land use restrictions and institutional controls on the Property.

38. Purchaser shall provide a copy of this Settlement Agreement to any current lessee, sublessee, and other party with rights to use the Property as of the Effective Date.

XII. RECORD RETENTION, DOCUMENTATION, AND AVAILABILITY OF INFORMATION

39. Purchaser shall preserve all documents and information relating to the Work, or relating to the hazardous substances, pollutants or contaminants found on or released from the Site, and shall submit them to EPA upon completion of the Work required by this Settlement Agreement, or earlier if requested by EPA.

40. Purchaser may assert a business confidentiality claim pursuant to 40 C.F.R. § 2.203(b) with respect to part or all of any information submitted to EPA pursuant to this Settlement Agreement, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e)(7)(F) of CERCLA shall not be claimed privileged or confidential by Purchaser. EPA shall disclose information covered by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, 40 C.F.R. Part 2 Subpart B. If no such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to Purchaser.

XIII. DISPUTE RESOLUTION

41. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. EPA and Purchaser shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally. If EPA contends that Purchaser is in violation of this Settlement Agreement, EPA shall notify Purchaser in writing, setting forth the basis for its position. Purchaser may dispute EPA's position pursuant to Paragraph 42.

42. If Purchaser disputes EPA's position with respect to Purchaser's compliance with this Settlement Agreement or objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Oversight Costs, Purchaser shall notify EPA in writing of its position unless the dispute has been resolved informally. EPA may reply, in writing, to Purchaser's position within 30 days of receipt of Purchaser's notice. EPA and Purchaser shall have 60 days from EPA's receipt of Purchaser's written statement of position to resolve the dispute through formal negotiations (Negotiation Period). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted orally but must be confirmed in writing.

43. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by both Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the supervisory level or higher will review the dispute on the basis of the parties'

written statements of position and issue a written decision on the dispute to Purchaser. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Purchaser's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Purchaser shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XIV. FORCE MAJEURE

44. Purchaser agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Purchaser, or of any entity controlled by Purchaser, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Purchaser's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

45. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Purchaser shall notify EPA orally within 24 hours of when Purchaser first knew that the event might cause a delay. Within 7 days thereafter, Purchaser shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Purchaser's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Purchaser, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Purchaser from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

46. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Purchaser in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Purchaser in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

47. If Purchaser elects to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), Purchaser shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Purchaser shall have the burden of demonstrating by a preponderance of the evidence that

the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Purchaser complied with the requirements of Paragraphs 45 and 46 above. If Purchaser carries this burden, the delay at issue shall be deemed not to be a violation by Purchaser of the affected obligation of this Settlement Agreement.

XV. FINANCIAL RESPONSIBILITY

48. The Parties agree and acknowledge that, in the event Purchaser ceases implementation of or otherwise fails to complete the Work in accordance with this Settlement Agreement, Purchaser shall ensure that EPA is held harmless from or reimbursed for all costs required for completion of the Work. For these purposes, Purchaser shall establish and maintain Financial Responsibility for the benefit of EPA in the amount of \$50,000 (hereinafter “Estimated Cost of the Work”) in one or more of the following forms, each of which must be satisfactory in form and substance to EPA:

- a. A surety bond unconditionally guaranteeing payment and/or performance of Work;
- b. One or more irrevocable letters of credit, payable to or at the direction of EPA;
- c. A trust fund established for the benefit of EPA;
- d. A policy of insurance that provides EPA with acceptable rights as a beneficiary;
- e. A demonstration by Purchaser that it meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work, provided that all other requirements of 40 C.F.R. § 264.143(f) are satisfied; or
- f. A written guarantee to fund or perform the Work executed in favor of EPA by one or more of the following: (i) a direct or indirect parent company of Purchaser, or (ii) a company that has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with Purchaser; provided, however, that any company providing such a guarantee must demonstrate to the satisfaction of EPA that it satisfies the financial test requirements of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work that it proposes to guarantee hereunder.

49. Prior to beginning Work under this Settlement Agreement, Purchaser shall submit all executed and/or otherwise finalized instruments and other documents required in order to make the selected Financial Responsibility mechanism legally binding, in a form substantially identical to one of the documents identified under Financial Assurance at <http://cfpub.epa.gov/compliance/models/>, to Daniela Golden, 8ENF-RC, 1595 Wynkoop St., Denver, CO 80202, and to EPA as specified in Section XXIX.

50. The commencement of any Work Takeover pursuant to Paragraph 57 of this Settlement Agreement (Work Takeover) shall trigger EPA’s right to receive the benefit of any Financial

Responsibility mechanism(s) provided pursuant to Paragraph 48(a), (b), (c), (d), or (f), and at such time EPA shall have immediate access to resources guaranteed under any such Financial Responsibility mechanism(s), whether in cash or in kind, as needed to complete the Work. In the event that the Financial Responsibility mechanism involves a demonstration of satisfaction of the financial test criteria pursuant to Paragraph 48(e), then, after the commencement by EPA of any Work Takeover pursuant to Paragraph 57 of this Settlement Agreement (Work Takeover), Purchaser shall immediately upon written demand from EPA deposit into an account specified by EPA a cash amount up to but not exceeding the Estimated Cost of the Work as of such date, as determined by EPA and notified to Purchaser.

51. If Purchaser desires to reduce the amount of any Financial Responsibility mechanism(s), change the form or terms of any Financial Responsibility mechanism(s), or release, cancel or discontinue any Financial Responsibility mechanism(s) because the Work has been fully and finally completed in accordance with this Settlement Agreement, Purchaser shall make this request by draft to EPA in writing and EPA shall either approve or disapprove the final request in writing within thirty days.

XVI. CERTIFICATION

52. By entering into this Settlement Agreement, Purchaser certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Purchaser and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Settlement Agreement. Purchaser also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Purchaser is not materially accurate and complete, the Settlement Agreement, within the sole discretion of EPA, shall be null and void and EPA reserves all rights it may have.

XVII. COVENANT NOT TO SUE BY UNITED STATES

53. In consideration of the actions that will be performed and the payments that will be made by Purchaser under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, the United States covenants not to sue or to take administrative action against Purchaser pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) for Existing Contamination. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Purchaser of all obligations under this Settlement Agreement, including, but not limited to, payment of Oversight Costs. This covenant not to sue extends only to Purchaser and does not extend to any other person.

XVIII. RESERVATION OF RIGHTS BY UNITED STATES

54. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect

public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA or the United States from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary.

55. The covenant not to sue set forth in Section XVII above does not pertain to any matters other than those expressly identified therein. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Purchaser with respect to all other matters, including, but not limited to:

- a. failure by Purchaser 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 for violations of federal, state, or local law or regulations during or after implementation of the Work other than as provided in the Workplan, the Work, or otherwise ordered by EPA;
- e. liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at or in connection with the Site after the Effective Date, not within the definition of Existing Contamination;
- f. liability resulting from exacerbation of Existing Contamination by Purchaser, its successors, assigns, lessees, or sublessees; and
- g. liability arising from the disposal, release or threat of release of Waste Materials outside of the Site.

56. With respect to any claim or cause of action asserted by the United States, Purchaser shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination and that Purchaser has complied with all of the requirements of 42 U.S.C. § 9601(40).

57. Work Takeover. In the event EPA determines that Purchaser has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Prior to taking over the Work, EPA will issue written notice to Purchaser specifying the

grounds upon which such notice was issued and providing Purchaser with 7 days within which to remedy the circumstances giving rise to EPA's issuance of the notice. Purchaser may invoke the procedures set forth in Section XIII (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. After commencement and for the duration of any Work Takeover, EPA shall have immediate access to and benefit of any Financial Responsibility mechanism provided pursuant to Section XV (Financial Responsibility) of this Settlement Agreement. Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XIX. COVENANT NOT TO SUE BY PURCHASER

58. Purchaser covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Existing Contamination, the Work, Oversight Costs, or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the 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, 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, or at common law; or
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002 of RCRA, 42 U.S.C. § 6972(a) or state law.

59. Purchaser reserves, and this Settlement Agreement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act of omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Purchaser's plans, reports, other deliverables, or activities.

60. 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).

XX. EFFECT OF SETTLEMENT/CONTRIBUTION

61. Nothing in this Settlement Agreement precludes the United States or Purchaser from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not a party to this Settlement Agreement, including any claim Purchaser may have pursuant to Section 107(a)(4)(B). Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

62. In the event of a suit or claim for contribution brought against Purchaser, notwithstanding the provisions of Section 107(r)(1) of CERCLA, 42 U.S.C. § 9607(r)(1), with respect to Existing Contamination (including any claim based on the contention that Purchaser is not a BFPP, or has lost its status as a BFPP as a result of response actions taken in compliance with this Settlement Agreement or at the direction of the OSC), the Parties agree that this Settlement Agreement shall then constitute an administrative settlement pursuant to which Purchaser has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and 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, or as may be otherwise provided by law, 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 by the United States or by any other person with respect to Existing Contamination.

63. In the event Purchaser were found, in connection with any action or claim it may assert to recover costs incurred or to be incurred with respect to Existing Contamination, not to be a BFPP, or to have lost its status as a BFPP as a result of response actions taken in compliance with this Settlement Agreement or at the direction of the OSC, the Parties agree that this Settlement Agreement shall then constitute an administrative settlement within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Purchaser has resolved its liability for all response actions taken or to be taken and all response costs incurred or to be incurred by the United States or by any other person with respect to Existing Contamination.

64. Purchaser agrees that with respect to any suit or claim brought by it for matters related to this Settlement Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

65. Purchaser also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement it will notify the United States in writing within 10 days of service of the complaint on it. In addition, Purchaser agrees that it will notify the United States within 10 days of service of receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XXI. RELEASE AND WAIVER OF LIENS

66. Subject to the Reservation of Rights in Section XVIII of this Agreement, upon satisfactory completion of the Work specified in Section VIII (Work to be Performed) and payment of Oversight Costs due under Section X, EPA agrees to release and waive any lien it may have on the Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of Existing Contamination.

XXII. INDEMNIFICATION

67. Purchaser shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Purchaser, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Purchaser agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys' fees and other expenses of litigation, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Purchaser, Purchaser's officers, directors, employees, agents, contractors, subcontractors and any persons acting on Purchaser's behalf or under Purchaser's control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Purchaser in carrying out activities pursuant to this Settlement Agreement. Neither Purchaser nor any such contractor shall be considered an agent of the United States.

68. The United States shall give Purchaser notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Purchaser prior to settling such claim.

69. Purchaser waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Purchaser shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Purchaser and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXIII. MODIFICATION

70. The OSC may make minor modifications to any plan or schedule or work to be performed pursuant to Paragraph 22 in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the Parties.

71. If Purchaser seeks permission to deviate from any approved work plan or schedule, Purchaser's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Purchaser may not proceed with the requested deviation until receiving oral or written approval from the OSC.

72. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Purchaser shall relieve Purchaser of its obligation to obtain any formal approval required by this Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXIV. APPENDICES

73. The following appendix is attached to and incorporated into this Settlement Agreement.

- a. Appendix A shall mean the Site map.

XXV. NOTICE OF COMPLETION

74. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including continued compliance with CERCLA Section 101(40) with respect to the Property in accordance with Paragraph 5 of this Settlement Agreement, post-removal site controls, record retention, compliance with institutional controls, EPA will provide written notice to Purchaser that the Work under this Settlement Agreement is considered complete (Notice of Completion) and that at the time of the Notice of Completion, except as otherwise provided in this paragraph, EPA does not require further remediation under this Settlement Agreement, and that Purchaser may request termination of its Financial Assurance mechanism(s) in accordance with Paragraph 51. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Purchaser, provide a list of the deficiencies, and require that Purchaser modify the Work Plan if appropriate in order to correct such deficiencies. Purchaser shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Purchaser to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVI. EFFECTIVE DATE

75. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Purchaser that EPA has fully executed the Settlement Agreement after review of and response to any public comments received.

XXVII. DISCLAIMER

76. This Settlement Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XXVIII. PAYMENT OF COSTS

77. If Purchaser fails to comply with the terms of this Settlement Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Settlement Agreement or otherwise obtain compliance.

XXIX. NOTICES AND SUBMISSIONS

78. Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Settlement Agreement, shall be deemed submitted either when hand-delivered or as of the date of receipt by certified mail/return receipt requested, express mail, or facsimile.

Submissions to Purchaser shall be addressed to:

Parleys Partners, LLC
1338 South Foothill Drive, #305
Salt Lake City, UT 84108

Artesian Springs II, LLC
1338 South Foothill Drive, # 305
Salt Lake City, UT 84108

Hooper Knowlton
1338 South Foothill Drive, # 305
Salt Lake City, UT 84108

David G. Bevan
1338 South Foothill Drive, # 305
Salt Lake City, UT 84108

With copies to:

Lucy B. Jenkins
Jones Waldo
170 South Main Street
Suite 1500
Salt Lake City, UT 84101

Submissions to U.S. EPA shall be addressed to:

On-Scene Coordinator, Murray Laundry Superfund Site
8EPR
US EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

With copies to:

Enforcement Attorney, Murray Laundry Superfund Site
8ENF-L
US EPA Region 8
1595 Wynkoop St.
Denver, CO 80202

XXX. PUBLIC COMMENT

79. This Settlement Agreement shall be subject to a thirty-day public comment period, after which EPA 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.

The undersigned representative of Purchaser certifies that it is fully authorized to enter into the terms and conditions of this Agreement and to bind the party it represents to this document.

IT IS SO AGREED:

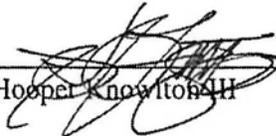
BY:



Parleys Partners, LLC (Purchaser) 1/6/15
Date



Artesian Springs II, LLC (Purchaser) 1/6/15
Date



Hooper Knowlton III (Purchaser) 1-6-15
Date



David G. Bevan (Purchaser) 1/6/15
Date

IT IS SO AGREED:
BY:



Parleys Partners, LLC (Purchaser) 1/6/15
Date



Artesian Springs II, LLC (Purchaser) 1/6/15
Date

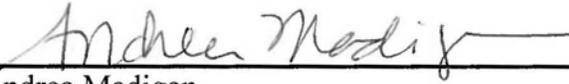


Hooper Knowlton III (Purchaser) 1-6-15
Date

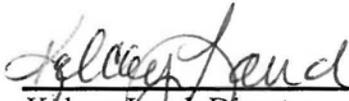


David G. Bevan (Purchaser) 1/6/15
Date

IT IS SO AGREED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'
BY:

 2/17/15

Andrea Madigan Date
CERCLA Supervisory Attorney,
CERCLA Response and Recovery Unit
U.S. EPA Region 8

 2/17/15

Kelcey Land, Director Date
CERCLA and RCRA Technical Enforcement Program
U.S. EPA Region 8

 2-17-15

David Ostrander, Director Date
Emergency Response and Preparedness Program
U.S. EPA Region 8



Columbia Ave.

E Columbia Ave.

State Street

S Main St

Main Street

Former Murray
Laundry Site

"PROPERTY"
40 E. Columbia Ave.
Parcel # 22-06-102-020
1.92 Ac.

ATLAS MOTORS, INC.
4220 So. State St.
Parcel # 22-01-102-019
1.29 Ac.



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Imagery Date: 6/4/2013 40°40'48.84" N 111°53'21.61" W ele