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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-ENVIRONMENTAL QUALITY
BY: SSA, DEPUTY - MA 6 P.

When recorded return to:
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attention: Voluntary Program Coordinator
Post Office Box 144840
Salt Lake City, Utah 84114-4840



RE: Dirk's Dry Cleaners (VCP #C081) - 686 East 7200 South, Midvale, Utah

CERTIFICATE OF COMPLETION

1. Compliance with Terms of Voluntary Cleanup Program

The Executive Director of the Utah Department of Environmental Quality ("UDEQ"), through the undersigned designee below, has determined that G&R Realty Company, LLC, hereinafter referred to as "Applicant," has completed a UDEQ supervised voluntary cleanup of the real property described in Attachment A ("Property" or "Site"), in accordance with sections 19-8-108 and 19-8-110 of the Utah Code Annotated and the Voluntary Cleanup Agreement entered into on August 12, 2014. The Applicant is granted this Certificate of Completion ("COC") pursuant to section 19-8-111, subject to the conditions set forth in Section 3 below.

2. Acknowledgment of Protection from Liability

This COC acknowledges protection from liability provided by section 19-8-113 of the Utah Code Annotated to an Applicant who is not responsible for the contamination under the provisions listed in subsection 19-8-113(1)(b) at the time the Applicant applies to enter into a Voluntary Cleanup Agreement, and to future owners who acquire the Property covered by this COC, and to lenders who make loans secured by the Property covered by the COC.

As set forth in section 19-8-113, this release of liability is not available to an owner or lender who was originally responsible for a release or contamination, or to an owner or lender who changes the land use from the use specified in Section 3 of the COC, if the changed use or uses may reasonably be expected to result in increased risks to human health or the environment or to an owner or lender who causes further releases on the Property. Also, there is no release from liability if the COC is obtained by fraud, misrepresentation or the failure to disclose material information.

Protection from liability is also limited to contamination identified in the documents related to the investigation of the Property. In addition, the Voluntary Cleanup Agreement is limited in scope to releases that may have occurred from dry cleaning operations. Although a gas station also operates on the Site, the gas station continues to be regulated by the Utah Division of Environmental Response and Remediation ("DERR") through its administration of the Utah Underground Storage Tank Act. Therefore, Section XII of the Voluntary Cleanup Agreement expressly provides that the COC will not include a release of liability for contaminants related to

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the gas station. Therefore, no release of liability is provided hereunder for contaminants that may be related to the gas station.

3. Specified Land Use for Certificate of Completion

The future land use of this Site will be commercial/industrial uses consistent with the commercial/industrial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The commercial/industrial worker exposure scenario is described as: exposure to adults to incidental ingestion and dermal contact to hazardous constituents for duration of 25 years at a frequency of 250 days/year for 8 hours/day. Future uses of the Site will be limited to commercial/industrial uses.

Uses that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the facility are not approved as future uses of the Site. Commercial industries that would expose children to hazardous constituents at the site for extended periods of time (such as day care and school facilities) are also not approved as future uses of the Site. Residential uses are not approved. Uses that are not approved as stated above would be inappropriate and unacceptable for the Site. Additional investigation and possible remediation would be required and the Agreement/COC amended before the Site could be used for uses that are not approved.

Groundwater will not be accessed via wells, pits or sump for drinking water, bathing and/or irrigation purposes.

This COC was issued even though sampling under the existing drycleaner building and shed, located directly south of the drycleaner building ("building and shed"), was not completed to the required depths as specified in the Site Characterization Workplan. This was due to refusal (drilling couldn't proceed due to large rocks). The UDEQ has determined that the issuance of this COC is appropriate because the soil samples that were collected under the building and shed and all other soil and groundwater samples collected outside the building and shed, as part of the voluntary cleanup, were below screening levels. However, because refusal was encountered during sampling under the building and shed, this COC is conditioned upon compliance with the procedures below when demolishing, disturbing or removing the foundations of the building or shed.

The UDEQ must be contacted one week before the date of demolition, disturbance or removal of the foundations of the building or shed. If requested by the UDEQ, the Applicant or an owner who acquires the Property after this COC is recorded shall coordinate with the UDEQ and pay UDEQ's oversight costs. The Applicant shall make payments for UDEQ's oversight of the Applicant's disturbance activities in accordance with the Voluntary Cleanup Agreement. All others shall make payment for UDEQ's oversight of their disturbance activities in accordance with the UDEQ's fee schedule.

If contamination or potential contamination in soils or groundwater is encountered during demolition, disturbance or removal of the foundation of the building or shed, the demolition, disturbance or removal activities shall cease. Sampling shall be conducted and the results shall

be promptly submitted to the UDEQ. If contamination is identified that exceeds EPA Regional Screening Levels or Maximum Contaminant Levels ("contaminated material"), appropriate care shall be exercised at all times with respect to contaminated material. If the contaminated material is or may be a continuing source of a release, the release shall be abated. Human, environmental, and natural resource exposure to contaminated material shall be prevented or limited. A plan to manage the contaminated material shall be submitted to the UDEQ. Contaminated material that is excavated or removed shall be managed or disposed of in a lawful and protective manner. A report shall be promptly submitted to the UDEQ describing the management or disposal procedures, cleanup and confirmation sampling results.

The UDEQ may record an amendment to this COC removing the restrictions related to the building and shed foundations if the foundations are demolished, disturbed or removed, cleanup, if necessary, is conducted and sampling demonstrates that contamination is below EPA Regional Screening Levels or Maximum Contaminant Levels.

4. Unavailability of Release of Liability

Use of the Property that is not consistent with Section 3 shall constitute a change in land use expected to result in increased risks to human health and the environment making the release of liability described in Section 2 unavailable.

5. Availability of Records

All documents discussed in this COC are on file and may be reviewed at the DERR office located at 195 North 1950 West, Salt Lake City, Utah. The DERR provided oversight on the project for the UDEQ.

ATTACHMENT A.

Legal Property Description

Legal Property Description

Site Address:

686 East 7200 South, Midvale, Salt Lake County, Utah

Parcel Number: 22-30-277-074-0000

Legal Description:

A parcel of land located in the Northeast Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west line of 700 East Street, said point being South 00°05'00" West 1,418.01 feet along the east line of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian and South 66°45'00" West 35.94 feet from the Northeast Corner of said Section 30, and thence South 66°45'00" West 201.75 feet; thence North 00°05'00" East 241.47 feet to the south line of Fort Union Boulevard; thence along said line the following two courses: 1) South 89°41'21" East 165.33 feet to a point of tangency of a 20.00 foot radius curve to the right and 2) Southeasterly 31.34 feet along said curve through a central angle of 89°46'22" and a long chord of South 44°48'11" East 28.23 feet to said west line of 700 East Street; thence South 00°05'00" West 140.91 feet to the POINT OF BEGINNING. Said parcel contains 37,177 square feet or 0.85 acres, more or less.

Property Tax Identification Number: 22-30-277-074-0000