



Deq submit <dwmrcsubmit@utah.gov>

## Red Hanger Millcreek - Draft EC and SMP for Review

1 message

Michael Cronin [REDACTED]

Fri, Jul 15, 2022 at 2:33 PM

To: dwmrcsubmit <dwmrcsubmit@utah.gov>

Cc: "Brad M Lauchnor" <blauchnor@utah.gov>, Brad Maulding <bmaulding@utah.gov>, "ebaiden@utah.gov" <ebaiden@utah.gov>, Ben Forsyth [REDACTED]

The attached documents are the draft versions of the Environmental Covenant (EC) and Site Management Plan (SMP) for the former Red Hanger located at [877 East 4500 South](#), in Millcreek, Salt Lake County, Utah. The DWMRC Project Manager for the site is Brad Lauchnor. These documents are being submitted for review by the DWMRC.

### Michael S. Cronin, P.G.

Senior Geologist and Senior Project Manager

Watch Environmental, Inc

Office (801) 972 8400

Cell [REDACTED]

Email [REDACTED]

### 2 attachments

Red Hanger EC Draft 7-7-22.pdf  
1395K

Red Hanger SMP Draft 6-27-22.pdf  
1784K

**To be recorded with County  
Recorder – Utah Code Ann § 57-25-108**

When Recorded Return To:  
Carolyn Nelson Hardy Trust  
c/o Mr. Ben Forsyth  
Westerra Realty  
563 West 500 South, Suite 260  
Bountiful, Utah 84010

With Copy To:  
Douglas J. Hansen, Director  
Utah Division of Waste Management and Radiation Control  
P.O. Box 144880  
Salt Lake City, UT 84114-4880

### **ENVIRONMENTAL COVENANT**

1. This Environmental Covenant is made pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25-101, *et seq.* (the Act). Carolyn Nelson Hardy Trust, as Owner and Grantor, make and impose this Environmental Covenant upon the Property more particularly described in Exhibit A attached hereto (the Property).
2. Notice. Notice is hereby given that the Property is, or may be, contaminated with hazardous waste, hazardous constituents, or solid waste, and therefore this Environmental Covenant is imposed to mitigate the risk to human health, safety, and the environment.
3. Property. This Environmental Covenant concerns 0.4 acres of real property (the Property), more particularly described in Exhibit A, which is a single tax parcel numbered 22-05-302-020, owned by Carolyn Nelson Hardy Trust, and located at 877 East 4500 South, in Salt Lake County, Utah, as depicted in Exhibit B (Figures 1 and 2) attached and hereby incorporated by reference herein.
4. Environmental Response Project. Under the regulatory oversight of the Utah Department of Environmental Quality (UDEQ), Division of Waste Management and Radiation Control (DWMRC), an environmental response project, as defined at Section 57-25-102(5) of the Utah Code, and more fully described in a Site Management Plan (SMP), Red Hanger Cleaners, for the Property, has been undertaken to address a release of chlorinated solvents into the soil and groundwater that originated from Red Hanger Cleaners, which has occupied the Property since 1985.

A release at the Property was reported to the Utah DWMRC in November 2019. As more fully described in the SMP, the environmental response project conducted at the Property included investigation of impacts to soil, groundwater, and soil gas; and

remediation of impacted soil and groundwater using zero valent iron. Following completion of the environmental response project analytical results indicate:

- All constituents of concern (including tetrachloroethene, trichloroethene, *cis*-1,2-dichloroethene, *trans*-1,2-dichloroethene, and vinyl chloride) in soil have been reduced to concentrations below the United States Environmental Protection Agency (U.S. EPA) Regional Screening Levels (RSLs) for both Industrial Soil and Residential Soil; and
- All constituents of concern in groundwater have been reduced to concentrations below the U.S. EPA Maximum Contaminant Levels (MCLs) and below the U.S. EPA Residential Vapor Intrusion Screening Level (VISL) Target Groundwater Concentrations.

5. The Director of the DWMRC (Director) granted a corrective action complete with controls (CACWCs) regulatory closure status for the Property to be implemented through the SMP and this Environmental Covenant, including necessary activity and use limitations (in lieu of continued groundwater monitoring) to mitigate the potential risk posed by residual chlorinated solvent contamination from the Release Site.

6. Administrative Record. The project administrative records are maintained and managed by the UDEQ, DWMRC.

7. Grantor. Carolyn Nelson Hardy Trust is the Grantor of this Environmental Covenant. The Grantor of this Environmental Covenant is also an Owner as defined in Paragraph 8.

8. Owner. An Owner is any person who holds any interest in the Property, including, without limitation, the owner of the fee simple estate, any assign, successor in interest, mortgagee, lender, easement holder, lessee, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof. A person who is a Holder under this Environmental Covenant but who holds no other interest in the Property is not an Owner.

9. Transfer of Obligations. Except as provided in this Environmental Covenant, when the Owner of the fee simple estate transfers that estate to a Transferee, the Owner's obligations under this Environmental Covenant transfer to the Transferee, who then becomes an Owner. When the Owner of the fee simple estate transfers a lesser interest, or when an Owner who holds a lesser interest transfers that lesser interest or any portion thereof, the Owner's obligations under this Environmental Covenant continue, and the Transferee acquires the same obligations to the extent of the interest it acquires. Notwithstanding the foregoing, nothing herein shall relieve an Owner of an interest in the Property of its responsibilities to comply with the terms hereof and all

other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property.

10. Transferee. The Transferee is a person to whom an Owner transfers the Owner's obligations under this Environmental Covenant. A Transferee is any assign, successor in interest, including without limitation a future owner of an interest in fee simple, mortgagee, lender, easement holder, lessee, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof. When a transfer occurs, the Transferee becomes an Owner.

11. Should residential use be authorized under this Environmental Covenant, the definitions of "Owner" and "Transferee" do not include a residential tenant.

12. Holder. Carolyn Nelson Hardy Trust is the Holder of this Environmental Covenant.

13. Rights and Obligations of Holders. The Holder may enforce this Environmental Covenant. The Holder's obligations hereunder are limited to the specific provisions and the limited purposes described in this Environmental Covenant. Subject to the provisions hereof, The Holder's rights and obligations survive the transfer of the Property.

14. Agency. The UDEQ is the Agency (as defined in the Act) under this Environmental Covenant. The UDEQ may enforce this Environmental Covenant. The UDEQ assumes no affirmative duties through the execution of this Environmental Covenant. The Director of the DWMRC is the UDEQ representative for this Environmental Covenant.

15. Activity and Use Limitations. As part of the environmental response project described above, Grantors hereby impose the following activity and use limitations:

A. **Land Use Limitations**. The Property is suitable for residential, commercial, and industrial use consistent with applicable local zoning laws; provided that both residential land use or commercial land use with comparable exposure risks to residential land uses (such as schools, day care facilities, managed care facilities, hospitals and any other type of business that would require a person or caretaker to reside on the Property) are restricted to above the ground floor (with a parking structure, other commercial, or industrial use on the ground floor). Planting crops or fruit trees for consumption by humans or livestock is prohibited.

(1) The operation of health care facilities, such as an urgent care facility or a doctor or dental office, is allowed if the facility does not have an exposure risk comparable to a residential exposure risk.

(2) No Director approval is necessary for any land use consistent with Paragraph 15.A.

B. ***Groundwater Limitations.*** Groundwater from the shallow unconfined aquifer shall not be used for drinking water, irrigation, or bathing purposes. Other uses of groundwater from the shallow unconfined aquifer on the Property shall be subject to review and approval by the Director prior to implementation.

16. Notice of Breach. If any event or action by or on behalf of a person or entity who holds an interest in or holds an encumbrance on the Property constitutes a breach of the activity and use limitations, the Owner shall notify the Director within 30 days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within 60 days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner and Director.

17. Running with the Land. This Environmental Covenant shall be binding upon the Owners and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Utah Code Ann. § 57-25-105, subject to amendment or termination as set forth herein.

18. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce correction of any non-compliance. Nothing in this Environmental Covenant shall restrict the Director from exercising any authority under applicable law.

19. Rights of Access. Grantor hereby grants to the UDEQ and all Holders the right of access to the Property for necessary response actions, inspections, and implementation or enforcement of this Environmental Covenant.

20. Compliance Reporting. Upon request from the Director, Owner or any Transferee shall submit to the Director written documentation verifying that the activity and use limitations remain in place and are being complied with. If such limitations do not remain in place, are not being complied with, or both, the Owner or any Transferee shall explain the circumstances.

21. Notice upon Conveyance. Owner shall notify the Agency and Holder within 20 days after each transfer of ownership of all or any portion of the Property. Owner's notice to the Agency and Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the Salt Lake County

Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this Environmental Covenant.

22. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

- A. that the Grantor is the sole owner of the Property;
- B. that the Grantor holds fee simple title to the Property which is free, clear and unencumbered;
- C. that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder;
- D. that the Grantor has identified all other persons who own an interest in, or hold an encumbrance on, the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant;
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Grantor is a party or by which Grantor may be bound or affected; and
- F. To the extent that any other interests in or encumbrances on the Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to Utah Code Ann. §§ 57-25-103(4)(a) and the subordination agreement(s) attached hereto as Exhibit C.

23. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to the Act. Except as set forth herein, Grantor and Holder waive any and all rights to consent or notice of amendment concerning any parcel of the Property to which Grantor or Holder has no fee simple interest at the time of amendment or termination. Nothing in this Environmental Covenant shall be interpreted to mean that the Director waives the right to consent to or notice of amendment or termination of this Environmental Covenant.

24. Effective Date, Severability, and Governing Law. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

25. Recordation and Distribution of Environmental Covenant. Within 30 days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Owners shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: the Director and any lessee.

26. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication required by this Environmental Covenant shall be submitted to:

If to the Director:

Douglas J. Hansen, Director  
Utah Division of Waste Management and Radiation Control  
P.O. Box 144880  
Salt Lake City, Utah 84114-4880

If to Carolyn Nelson Hardy Trust:

Carolyn Nelson Hardy Trust  
c/o Ben Forsyth  
Westarra Realty  
563 West 500 South, Suite 260  
Bountiful, Utah 84010

27. Governmental Immunity. In approving this covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees (State) from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to Sections 57-25-109 and 57-25-110 of the Utah Code Ann., or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101, *et seq.*, or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and -902 of the Governmental Immunity Act, as determined in a court of law.

28. Payment of Agency's Costs. Consistent with the Act and other applicable law, the Owner, if invoiced, shall reimburse the UDEQ for the UDEQ's costs related to this

Environmental Covenant. The invoice may be based on actual costs incurred by Agency or on the fee schedule approved by the legislature or both as applicable.

29. The undersigned representative of the Grantor and other "Holders," if any, represent and certify that they are authorized to execute this Environmental Covenant.

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**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY**

On behalf of the Utah Department of Environmental Quality, the Director of the Division of Waste Management and Radiation Control approves the foregoing Environmental Covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

\_\_\_\_\_  
Douglas J. Hansen, Director  
Division of Waste Management and Radiation  
Control

\_\_\_\_\_  
Date

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

Before me, a notary public, in and for said county and state, personally appeared Douglas J. Hansen, Director of the Utah Division of Waste Management and Radiation Control, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public

**This instrument prepared by:**  
Michael S. Cronin, P.G.  
Wasatch Environmental, Inc.  
2410 W. California Avenue,  
Salt Lake City, Utah 84104

**EXHIBIT A**

**Legal Description**  
*(1 page)*

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**EXHIBIT A**

**Legal Description**

Part of the Northeast Quarter of Section 5, T2S, R1E, S.L.B. & M.

Property Boundary:

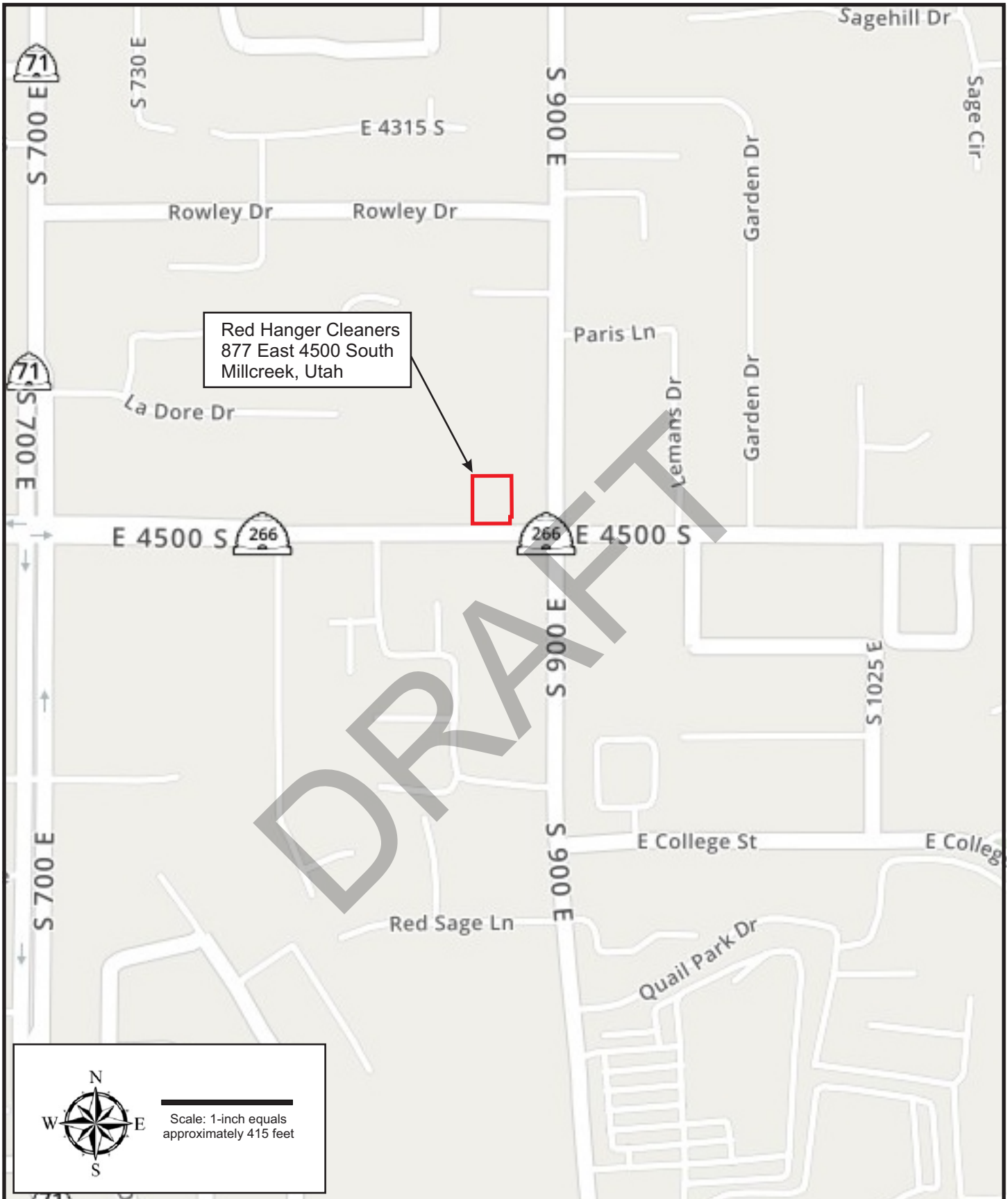
BEG 107 FT S 89°53' W & 20 FT N 0°05'44" E FR SE COR OF LOT 1, BLK 5, TEN ACRE PLAT A, BIG FIELD SUR; S 89°53' W 120 FT; N 0°05'44" E 145 FT; N 89°53' E 120 FT; S 0°05'44" W 145 FT TO BEG. EXCEPT BEG 115 FT S 89°53' W & 30 FT N 0°05'44" E FR SE COR OF SD LOT 1; N 0°05'44" E 20 FT; S 89°53' W 6 FT; S 0°05'44" W 20 FT; N 89°53' E 6 FT TO BEG. 5822-0123 6268-371, 373 6268-0375

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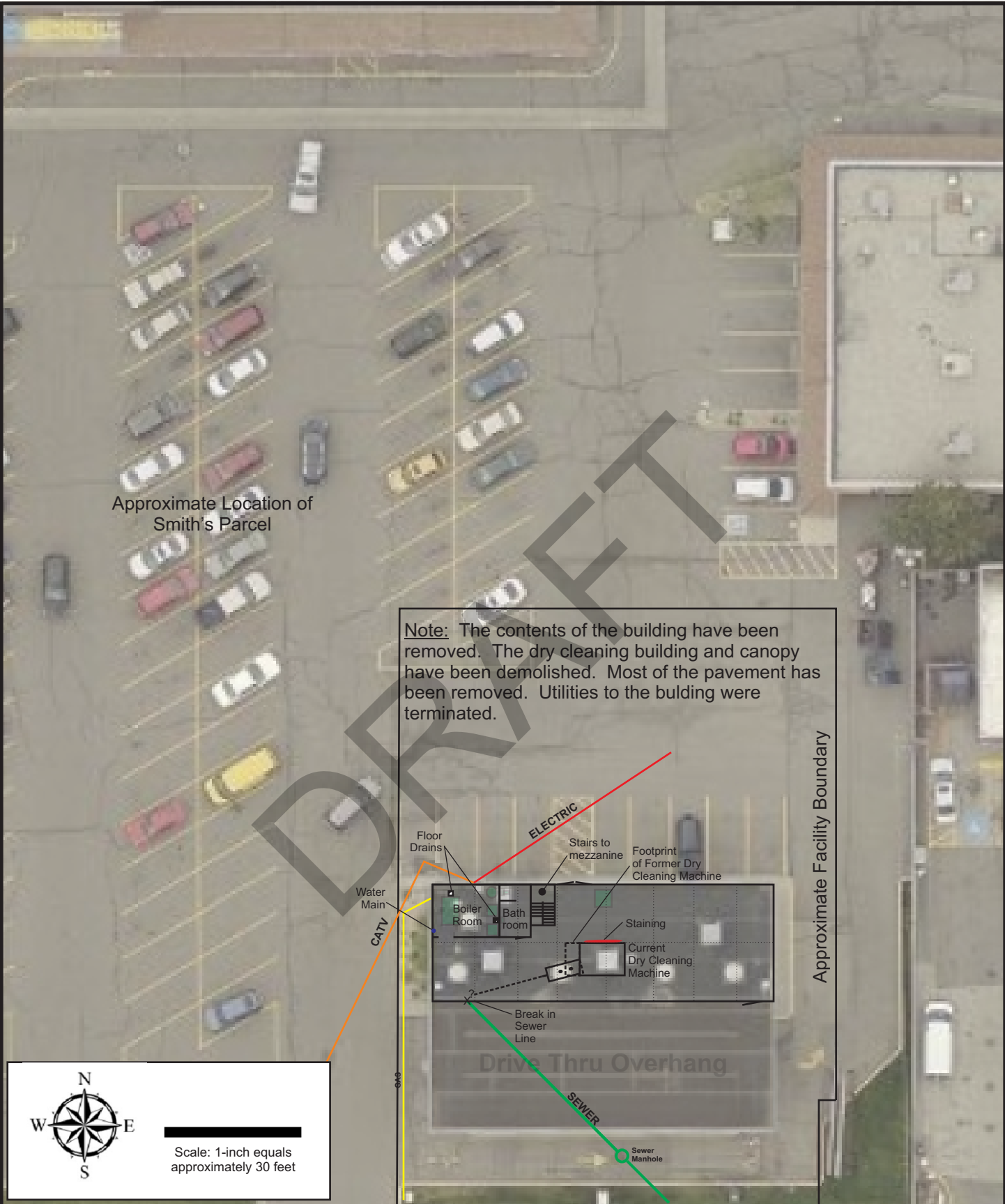
**EXHIBIT B**

**Facility Location Map**  
**Facility Feature Map**  
*(2 pages)*

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<b>Facility Location Map</b>		
Red Hanger Cleaners 877 East 4500 South Millcreek, Utah		
PROJECT NO.: 2336-001F	DATE: June 22, 2022	FIGURE 1



Scale: 1-inch equals approximately 30 feet

**WASATCH**  
ENVIRONMENTAL

Environmental Science and Engineering

<b>Facility Features Map</b>		
Red Hanger Cleaners 877 East 4500 South Millcreek, Utah		
PROJECT NO.: 2336-001F	DATE June 22, 2022	FIGURE 2

**SITE MANAGEMENT PLAN  
RED HANGER CLEANERS  
877 EAST 4500 SOUTH  
MILLCREEK, UTAH**

**Project No. 2336-001F**

**To:**

**Mr. Douglas J. Hansen, Director  
Utah Department of Environmental Quality  
Division of Waste Management and Radiation Control  
195 North 1950 West  
P.O. Box 144880  
Salt Lake City, Utah 84114-4880**

**Prepared for:**

**Carolyn Nelson Hardy Trust  
c/o Mr. Ben Forsyth  
Westerra Realty  
563 West 500 South, Suite 260  
Bountiful, Utah 84010**

**Prepared by:**

**Wasatch Environmental, Inc.  
2410 West California Avenue  
Salt Lake City, Utah 84104**

**June 27, 2022**



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**Exhibits**

Exhibit A – Facility Location Map and Facility Feature Map

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**SITE MANAGEMENT PLAN  
RED HANGER CLEANERS  
877 EAST 4500 SOUTH  
MILLCREEK, UTAH**

**1. INTRODUCTION**

Wasatch Environmental, Inc., (Wasatch) has prepared this Site Management Plan (SMP) to present the planned long-term approach for managing residual chlorinated solvent impacts to soil and groundwater at the Red Hanger Cleaners (herein referred to as the "Property") located at 877 East 4500 South in Millcreek, Utah, which exhibited residual chlorinated solvent impacts in soil and groundwater.

This SMP has been prepared in accordance with the requirements of R315-101 "Cleanup Action and Risk-Based Closure Standards" that establish information requirements to support risk-based cleanup and closure standards at facilities for which remediation or removal of hazardous constituents to background levels is not expected to be achieved. The "Owner" (as defined in the Environmental Covenant [EC]) shall comply with the SMP, including provisions relating to the Activity and Use Limitations pertaining to land use limitations and groundwater limitations.

**1.1 Site Description**

The Property is an approximately 0.4-acre tract of real property, which is a single tax parcel (Tax Parcel Number: 22-05-302-020), located near the northwest corner of the intersection of 900 East and 4500 South in Millcreek, Salt Lake County, Utah (as shown in Exhibit A). The legal description of the Property is:

Part of the Northeast Quarter of Section 5, T2S, R1E, S.L.B. & M.

Property Boundary:

BEG 107 FT S 89°53' W & 20 FT N 0°05'44" E FR SE COR OF LOT 1, BLK 5, TEN ACRE PLAT A, BIG FIELD SUR; S 89°53' W 120 FT; N 0°05'44" E 145 FT; N 89°53' E 120 FT; S 0°05'44" W 145 FT TO BEG. EXCEPT BEG 115 FT S 89°53' W & 30 FT N 0°05'44" E FR SE COR OF SD LOT 1; N 0°05'44" E 20 FT; S 89°53' W 6 FT; S 0°05'44" W 20 FT; N 89°53' E 6 FT TO BEG. 5822-0123 6268-371, 373 6268-0375

**1.2 Site Background**

**1.2.1 Early Investigations and Phase I Environmental Site Assessments**

Subsurface investigations conducted by SITEX Environmental, Inc. (SITEX), in 1994 and 1996 consisted of advancing three soil borings during each investigation and the collection of soil samples only. These investigations documented the presence of tetrachloroethene (PCE)-impacted soils outside the dry cleaning building; however, SITEX concluded that the identified concentrations were not significant, and no release was reported to the regulatory agency.

Phase I Environmental Site Assessments completed by Sage Environmental (2014) and Wasatch (2018) document that the Facility has operated as a dry cleaner since 1987. PCE was used as the dry cleaning solvent from 1987 through 2011, and a hydrocarbon-based solvent (EcoSolv®) has been used since 2011.

**1.2.2 Subsurface Investigation Activities**

Wasatch performed a Phase II Limited Subsurface Investigation in May 2019 which identified PCE degradation products in groundwater at the Property at concentrations in excess of the United States Environmental Protection Agency (U.S. EPA) Maximum Contaminant Levels

(MCLs). Elevated concentrations of PCE and trichloroethene (TCE) were also detected in sub-slab soil gas at the Facility.

Wasatch performed a Phase II Limited Subsurface Investigation and Source Area Evaluation in September 2019. The investigation included soil and groundwater sampling as well as camera inspection of the sewer lines, a ground penetrating radar (GPR) survey, and sampling of a suspected separator. The GPR survey was performed to verify that what appeared to be a separator was located in the ground next to the dry cleaning machine. Wasatch sampled the suspected separator and confirmed that it did contain PCE. Later, during remediation, Wasatch discovered that it was not a separator, but rather electrical conduits for the old dry cleaning machine that contained residual amounts of PCE, and extended into the subsurface. Several potential release points were identified as an outcome of the source area evaluation: a potential release point associated with the former dry cleaning machine, a potential release point associated with a break in the sewer line, a potential release point associated with the floor drains in the boiler room, and a potential release point associated with a likely drum storage area directly north of the building. The groundwater data from the September 2019 Phase II Limited Subsurface Investigation indicated that dissolved phase chlorinated solvent contamination in groundwater was underlying the western half of the Facility building and had migrated in shallow groundwater north of the building. The dissolved phase chlorinated solvent contamination in groundwater had not been fully delineated at that time.

The release was reported to the Utah Division of Waste Management and Radiation Control (DWMRC) in November 2019.

Wasatch performed a Limited Subsurface Investigation to complete the delineation of the vertical and lateral impacts to groundwater in February 2020. The resulting groundwater data indicated that the main source of groundwater contamination appeared to originate under the western half of the dry cleaning building. Dissolved phase chlorinated solvent contamination in groundwater was underlying the western half of the dry cleaning building and had migrated north of the building in shallow groundwater. The deep groundwater data indicated that there were no dissolved phase chlorinated solvent impacts to deep groundwater north of the dry cleaning building. The groundwater data indicated that there were chlorinated solvent impacts to groundwater at concentrations above the U.S. EPA MCLs located north of the Property (off-site); however, based on a comparison of the groundwater concentrations to the U.S. EPA Vapor Intrusion Screening Level (VISL) Commercial Target Groundwater Concentrations, the dissolved phase chlorinated solvent contamination in groundwater did not present a vapor intrusion risk to structures north of the Facility (off-site). Chlorinated solvent impacts to soil and groundwater at the Facility had been fully defined.

### **1.2.3 Mitigation Activities**

No environmental mitigation activities were necessary to achieve regulatory closure of the release or to manage residual exposure risks at the Property.

### **1.2.4 Corrective Action**

A Corrective Action Plan (CAP) was submitted to the DWMRC on March 4, 2021. The DWMRC approved the CAP in a letter dated March 22, 2021.

The dry cleaning building and canopy were demolished on July 26, 2021, in preparation for the remediation work. The concrete floor slab and asphalt pavement were left in place until completion of the remediation work.

Remediation of chlorinated solvent impacts originating from the Facility was completed in accordance with the approved CAP between August 2021 and January 2022. Remediation involved the injection of 68,418 pounds of zero valent iron (ZVI) to remediate groundwater, and

the mixing of 8,713 pounds of ZVI into the vadose zone in the two source areas to remediate the soil at the Facility. Seven groundwater monitoring wells were installed at the Facility to facilitate groundwater monitoring. Upon completion of the remediation, analyte concentrations in soil remain below the U.S. EPA RSLs for both Industrial and Residential Soil.

All of the groundwater samples collected in March 2022 exhibited analyte concentrations that were below the applicable U.S. EPA MCLs, as well as below the U.S. EPA VISL Commercial and Residential Target Groundwater Concentrations. TCE, *trans*-1,2 DCE, and vinyl chloride were non-detect in all sampling locations.

## **2. RISK ASSESSMENT**

Neither a human health risk assessment nor an ecological risk assessment were performed in conjunction with the investigation of the Facility.

## **3. SITE MANAGEMENT**

While the Property appears to meet unrestricted use criteria, the Owner agrees to implement an SMP in lieu of continued groundwater monitoring.

### **3.1 Activity and Use Limitations**

The EC to be recorded against the Property imposes the following activity and use limitations on the Property:

#### **3.1.1 Site Management Plan**

The Owner shall comply with this SMP.

#### **3.1.2 Land Use Limitations**

The Property is suitable for residential, commercial, and industrial use consistent with applicable local zoning laws; provided that both residential land use or commercial land use with comparable exposure risks to residential land uses (such as schools, day care facilities, managed care facilities, hospitals and any other type of business that would require a person or caretaker to reside on the Property) are restricted to above the ground floor (with a parking structure, other commercial, or industrial use on the ground floor). Planting crops or fruit trees for consumption by humans or livestock is prohibited. The operation of health care facilities, such as an urgent care facility or a doctor or dental office, is allowed if the facility does not have an exposure risk comparable to a residential exposure risk. No Director approval is necessary for any land use consistent with this paragraph.

#### **3.1.3 Groundwater Limitations**

Groundwater from the shallow unconfined aquifer shall not be used for drinking water, irrigation, or bathing purposes. Other uses of groundwater from the shallow unconfined aquifer on the Property shall be subject to review and approval by the Director prior to implementation.

### **3.2 Maintenance, Access, and Inspections**

Under the EC, the Owner of any portion of the Property, shall be responsible for compliance with the SMP and EC.

The Holder under the EC and the Director and their respective authorized agents, employees, and contractors shall have rights of reasonable access to the Property at any time after the effective date of the EC for inspections and monitoring of the compliance with the EC, and for complying with the terms and conditions of the EC and this SMP. Nothing in this SMP shall be construed as expanding or limiting any access and inspection authorities of the Holder or Director under the law.

### **3.2.1 Notice**

Any party or person desiring to access the Property under authority of the EC shall provide notice to the then current Owner of the affected portion of the Property not less than 48 hours in advance of accessing the Property, except in the event of an emergency condition which reasonably requires immediate access. In the event of any such emergency condition, the party exercising this access right will provide notice to the then current owner of the affected portion of the Property requiring access as soon thereafter as is reasonably possible.

### **3.2.2 Disruption**

To the extent that the Holder, the Director or their authorized representatives, conduct any activities on or within any portion of the Property, they will use reasonable efforts to comply with the then current Owner's business operation and security needs and requirements, and will conduct such activities so as to cause the least amount of disruption to the use of the affected portion of the Property as may be reasonably possible. Any person who conducts any activities shall repair or replace any improvements or landscaping damaged on the affected portion of the Property by such activities. The Director will determine what needs, requirements, and activities are reasonable. Should the Director's activities cause damage to the affected portion of the Property improvements or landscaping that are not repaired or replaced, the injured party may present a claim against the State of Utah in accordance with Utah law.

### **3.3 Environmental Covenant**

An EC containing the above referenced activity and use limitations will be recorded with the Office of the County Recorder of Salt Lake County, Utah.

### **3.4 Monitoring Requirements**

There are no environmental monitoring requirements for the Property.

### **3.5 Site Management Contacts**

Inquiries concerning the SMP should be directed to the following:

#### **Carolyn Nelson Hardy Trust**

c/o Mr. Ben Forsyth  
Westerra Realty  
563 West 500 South, Suite 260  
Bountiful, Utah 84010  
(801) 698-1733

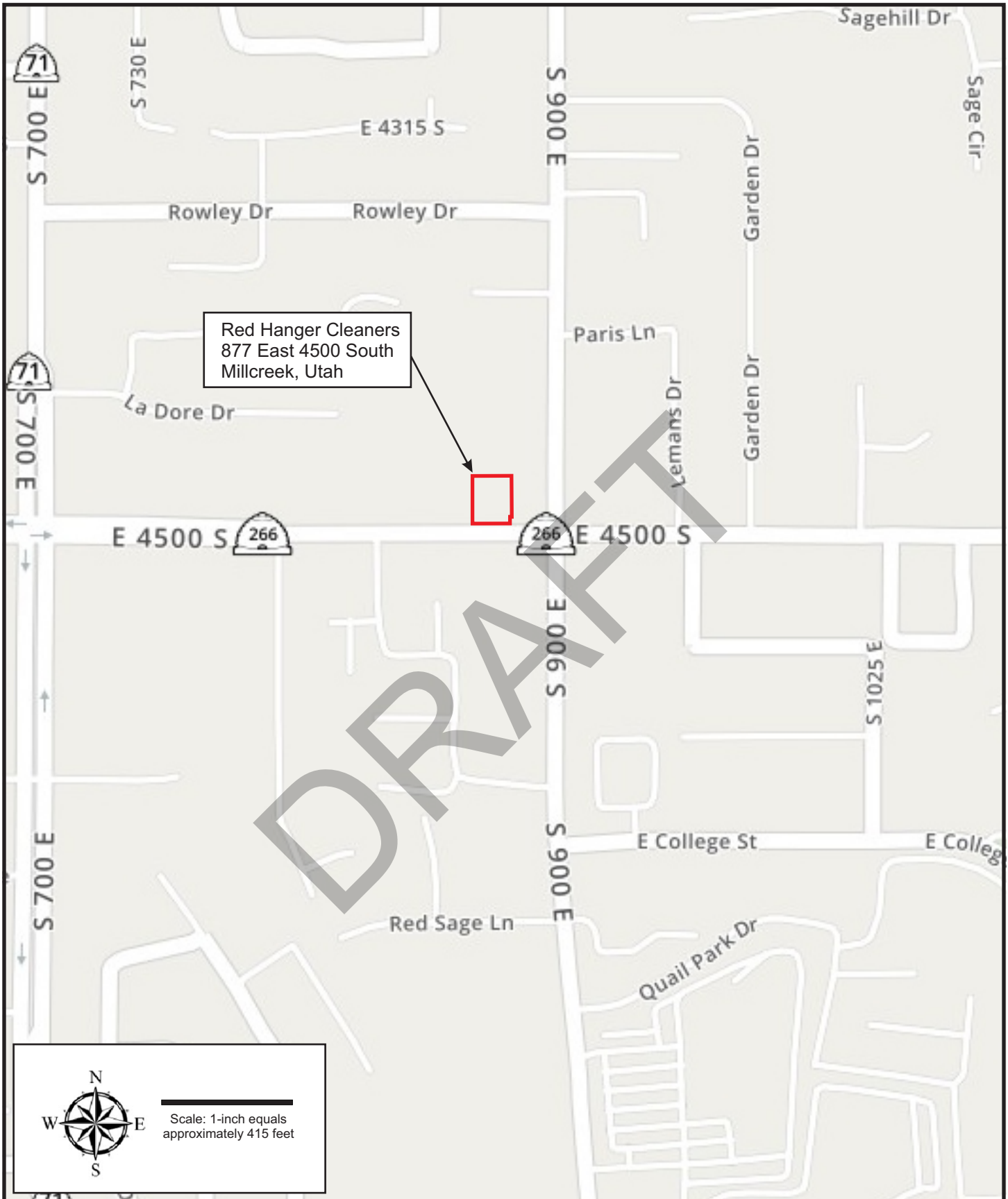
#### **Utah Department of Environmental Quality Division of Waste Management and Radiation Control**

Director  
P.O. Box 144880  
Salt Lake City, Utah 84114-4880  
(801) 536-0200

**EXHIBIT A**

**Facility Location Map**  
**Facility Feature Map**  
*(2 pages)*

DRAFT



Environmental Science and Engineering

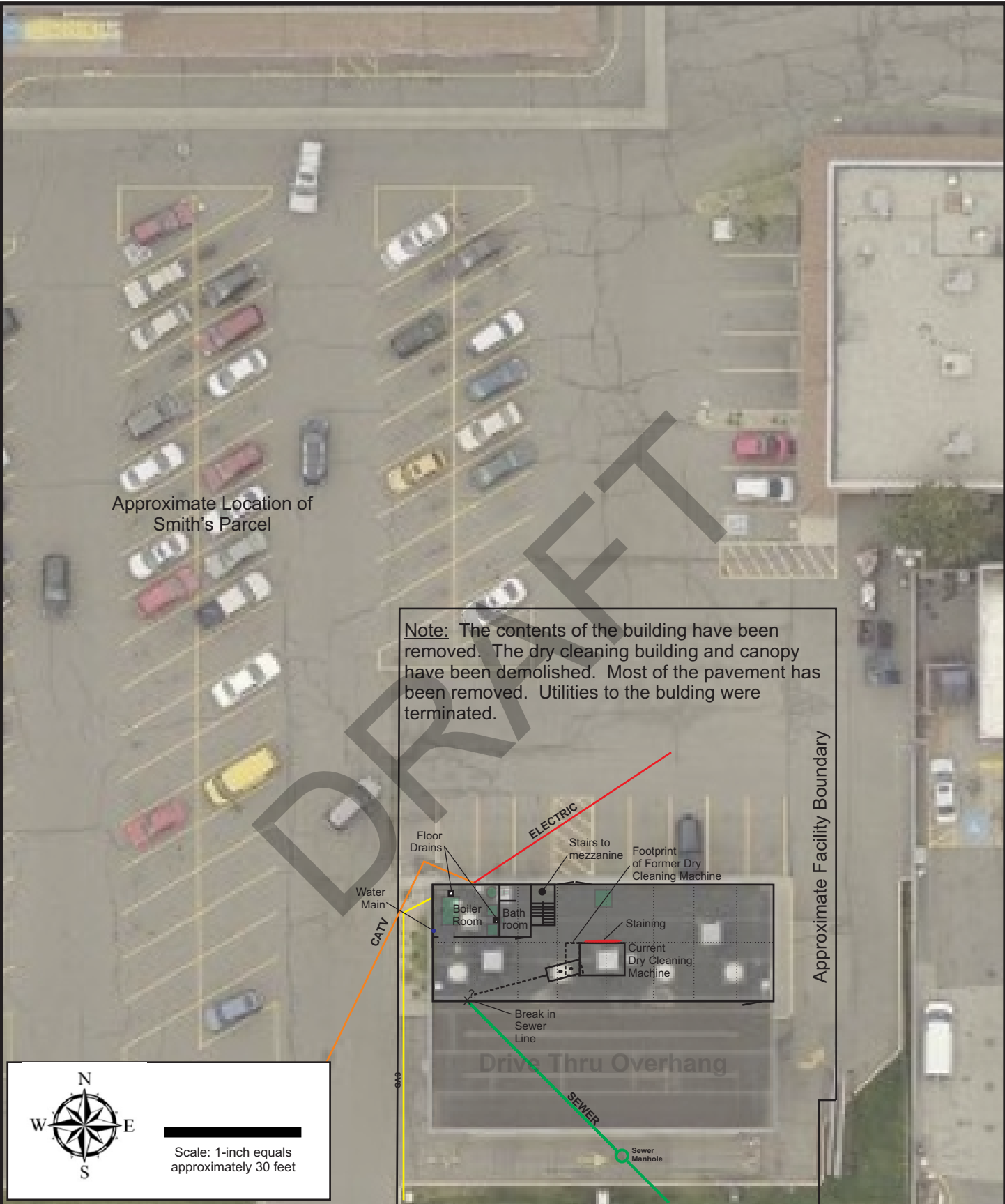
**Facility Location Map**

Red Hanger Cleaners  
 877 East 4500 South  
 Millcreek, Utah

PROJECT NO.: 2336-001F

DATE: June 22, 2022

FIGURE 1



Scale: 1-inch equals approximately 30 feet

**WASATCH**  
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<b>Facility Features Map</b>		
Red Hanger Cleaners 877 East 4500 South Millcreek, Utah		
PROJECT NO.: 2336-001F	DATE June 22, 2022	FIGURE 2