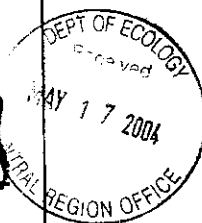


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SUPERIOR COURT
YAKIMA, WASHINGTON

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KIM M. EATON, YAKIMA COUNTY CLERK

STATE OF WASHINGTON
YAKIMA COUNTY SUPERIOR COURT

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

LaVON PHILIPP, TIRE CENTERS, INC.,
ATLANTIC RICHFIELD COMPANY,
CHEVRONTExACO CORPORATION, TIME
OIL CO., THE ESTATE OF ROBERT C.
MATHIAS, JAMES THOMPSON, and MARIE
THOMPSON,

Defendants.

NO. 04 2 01467 0

CONSENT DECREE

RE: MANHOLE 34, SUNNYSIDE,
WASHINGTON

Ecology Docket No DE 1215

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CONSENT DECREE - ii

I. INTRODUCTION

1. In entering into this Consent Decree (Decree), the mutual objective of the Washington State Department of Ecology (Ecology), and LaVon Philipp, Tire Centers, Inc., Atlantic Richfield Company, ChevronTexaco Corporation, Time Oil Co., the Estate of Robert C. Mathias, James Thompson, and Marie Thompson (Defendants, hereinafter referred to as Settlers) is to conduct a cleanup action at a facility where there has been a release or threatened release of hazardous substances. This Decree requires the Settlers to implement the cleanup action defined in the Cleanup Action Plan (CAP) dated June, 2001 and accepted by Ecology on August 6, 2001 at the Manhole 34 Site (Site). Ecology has determined that implementation of the CAP is necessary to protect human health and the environment. A remedial investigation and feasibility study (RI/FS) was conducted for the Site pursuant to an Agreed Order with Ecology.

2. The Complaint in this action is being filed simultaneously with this Decree. An answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the parties wish to resolve the issues raised by Ecology's Complaint. In addition, the parties agree that settlement of these matters without litigation is reasonable and in the public interest and that entry of this Decree is the most appropriate means of resolving these matters.

3. In signing this Decree, Settlers agree to its entry and agree to be bound by its terms.

4. By entering into this Decree, the parties do not intend to discharge nonsettling parties from any liability they may have with respect to matters alleged in the Complaint. The parties retain the right to seek reimbursement, in whole or in part, from any liable persons for sums expended under this Decree.

5. Ecology enters into this Decree with LaVon Philipp, Tire Centers, Inc., Atlantic Richfield Company, Chevron Texaco Corporation, Time Oil Co., the Estate of Robert C.

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1 Mathias, James Thompson, and Marie Thompson (Defendants, hereinafter referred to as
2 Settlers), the persons Ecology has determined are potentially liable persons for the Site.

3 6. This Decree shall not be construed as evidence of liability or responsibility for
4 any releases of hazardous substances or cost for remedial action nor an admission of any facts;
5 provided, however, that Settlers shall not challenge the jurisdiction of Ecology in any
6 proceeding to enforce this Decree.

7 7. The court is fully advised of the reasons for entry of this Decree, and good cause
8 having been shown:

9 NOW THEREFORE, it is hereby ordered, adjudged, and decreed as follows:

10 **II. JURISDICTION**

11 8. This Court has jurisdiction over the subject matter and over the parties pursuant
12 to chapter 70.105D RCW, the Model Toxics Control Act (MTCA). Venue is proper in Yakima
13 County pursuant to RCW 70.105D.050(5)(b).

14 9. Authority is conferred upon the Washington State Attorney General by RCW
15 70.105D.040(4)(a) to agree to a settlement with any potentially liable person if, after public
16 notice and hearing, Ecology finds the proposed settlement would lead to a more expeditious
17 cleanup of hazardous substances. RCW 70.105D.040(4)(b) requires that such a settlement be
18 entered as a Consent Decree issued by a court of competent jurisdiction.

19 10. Ecology has determined that a release of hazardous substances has occurred at
20 the Site, which is the subject of this Decree. The Settlers deny that they are responsible for any
21 such release of hazardous substances.

22 11. Ecology has given notice to Settlers, as set forth in RCW 70.105D.020(16), of
23 Ecology's determination that the Settlers are potentially liable persons for the Site and that there
24 has been a release or threatened release of hazardous substances at the Site.

25 12. The actions to be taken pursuant to this Decree are necessary to protect human
26 health, welfare, and the environment.

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13. Settlers have agreed to undertake the actions specified in this Decree and consent to the entry of this Decree under MTCA.

III. PARTIES BOUND

14. This Decree shall apply to and be binding upon the signatories to this Decree (parties), their successors and assigns and shall supersede the prior Agreed Order(s) and Enforcement Order(s) relating to the Site. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Decree and to execute and legally bind such party to comply with the Decree. Settlers agree to undertake all actions required by the terms and conditions of this Decree and not to contest State jurisdiction regarding this Decree. Settlers shall provide a copy of this Decree to all agents, contractors and subcontractors retained to perform work required by this Decree and shall ensure that any contract for such work is in compliance with this Decree.

IV. DEFINITIONS

15. Except as specified herein, all definitions in WAC 173-340-200 apply to the terms in this Decree. Whenever terms listed below are used in this Decree or in the attachments hereto, the following definitions shall apply:

a. Site: Refers to the Site that is the subject of this Consent Decree and is located in Sunnyside, Washington. The Site is more particularly described in Exhibit A to this Decree, which is a detailed site plan.

b. Parties: Refers to the Washington State Department of Ecology and LaVon Philipp, Tire Centers, Inc., Atlantic Richfield Company, ChevronTexaco Corporation, Time Oil Co., the Estate of Robert C. Mathias, James Thompson and Marie Thompson.

c. Settlers: Refers to LaVon Philipp, Tire Centers, Inc., Atlantic Richfield Company, ChevronTexaco Corporation, Time Oil Co., the Estate of Robert C. Mathias, James Thompson and Marie Thompson. The term "Settlers" shall include "successors and assigns" as defined in Section IV e. below.

d. Consent Decree or Decree: Refers to this Consent Decree and each of the exhibits to the Decree. All exhibits are integral and enforceable parts of this Consent Decree. The terms "Consent Decree" or "Decree" shall include all exhibits to the Consent Decree.

e. Successors and Assigns shall mean any person who acquires an interest in property owned by a Settlor that comprises the Site through purchase, lease, transfer, assignment, mortgage or otherwise. The term "successors and assigns" shall also mean any entity that succeeds, by reorganization, assignment or otherwise, to the interests of Atlantic Richfield Company, ChevronTexaco Corporation or Time Oil Company in this Decree.

V. STATEMENT OF FACTS

16. Ecology makes the following findings of fact without any express or implied admissions by Settlers and without prejudice to Settlers' right to deny or otherwise challenge these findings of fact:

a. The Site is comprised of parcels of property located in and around the intersection of State Highway 12 and 6th Street in Sunnyside, Washington.

b. In February 1989, light non-aqueous phase liquid (LNAPL) was discovered in Manhole 34, a component of the local storm drain system. Since that time, various studies have detected concentrations of petroleum hydrocarbons above MTCA Method A cleanup levels in soils, groundwater, and as LNAPL on groundwater and stormwater within the Site.

c. Results of quarterly groundwater monitoring have not indicated the presence of LNAPL in any storm sewer manholes at the Site. The lateral extent of the LNAPL plume on groundwater has decreased from the extent of the LNAPL plume first measured in the RI/FS.

d. Documentation of concentrations of petroleum hydrocarbons in soil and groundwater and as LNAPL within the Site is contained in the following reports which are on file at Ecology's Central Regional Office:

- i. Technical Memorandum 01, Time Oil Company, Sunnyside, Washington, Shannon and Wilson, September 1992.
- ii. Preliminary Hydrogeologic Investigation, South 6th Street and Yakima Valley Highway, Sunnyside, Washington, Delta Project No. 40-89-026, Delta Environmental, June 22, 1989.
- iii. Preliminary Hydrogeologic Report, Tire Centers, Inc., 612 Yakima Valley Highway, Sunnyside, Washington, Forsgren Associates, March 27, 1990.
- iv. Phase II Hydrogeologic Investigation, South 6th Street and Highway 12, Sunnyside, Washington, Delta Project No. 40-89-026, Delta Environmental, January 2, 1990.
- v. Washington State Department of Transportation Aerial Photographs, dated 1962 and 1966, and Washington State Department of Natural Resources Aerial Photographs, dated 1972.
- vi. Interim Actions and Remedial Investigation/Feasibility Study, Manhole 34 Site, Sunnyside, Washington, SECOR, November 1994.
- vii. June 2001 Groundwater Monitoring Report, Manhole 34 Site, Sunnyside, Washington, Farallon Consulting, L.L.C., August 15, 2001.
- viii. Cleanup Action Plan, Manhole 34 Site, Sunnyside, Washington, Ecology, June, 2001, accepted August 6, 2001.

e. Tire Centers, Inc. (TCI) owned a portion of the property located within the Site at the time Ecology became aware of the presence of petroleum hydrocarbons.

1 f. ChevronTexaco Corporation (ChevronTexaco) is a past owner or
2 operator of a portion of the property located within the Site. ChevronTexaco held a leasehold
3 interest in a service station located at 601 Highway 12 in Sunnyside, Washington.

4 g. Atlantic Richfield Company (Atlantic Richfield) is a past owner or
5 operator of a portion of the property located within the Site. Atlantic Richfield owned or
6 operated a bulk petroleum products handling business near 6th Street and Highway 12 in
7 Sunnyside, Washington.

8 h. Time Oil, Inc. (Time Oil) is the current owner of a portion of the property
9 located within the Site.

10 i. The Estate of Robert C. Mathias (Mathias) is a current owner of a portion
11 of the property located within the Site.

12 j. James Thompson and Marie Thompson (Thompsons) are the current
13 owners and operators of a portion of the property located within the Site.

14 k. LaVon Philipp (Philipp) is a current owner of a portion of the property
15 located within the Site that was owned or operated by Atlantic Richfield as referenced in
16 paragraph 16.g. During the period from about August 1957 through December 1977 and prior
17 to acquiring any ownership interest in the Philipp property, LaVon Philipp and her husband,
18 R.L. Philipp, now deceased, operated the Philipp property selling petroleum products. LaVon
19 and R.L. Philipp purchased the Philipp property in 1977. The Philipp property was sold to TCI
20 in June 1988 and was subsequently reacquired by LaVon Philipp in 1992.

21 17. Based on these facts, Ecology has determined that the concentrations of
22 petroleum hydrocarbons in soils and groundwater and the occurrence of LNAPL on the
23 groundwater and within the storm sewer manholes at the Site requires cleanup to protect human
24 health and the environment. This Decree sets forth the cleanup action necessary to protect
25 human health and the environment and to clean up the Site in compliance with the cleanup
26 standards defined in the CAP.

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VI. WORK TO BE PERFORMED

18. This Decree contains a program designed to protect human health, welfare and the environment from the known release, or threatened release, of hazardous substances at, on, or from the Site.

19. The Site boundaries include a portion of the storm sewer system owned by the City of Sunnyside. Hazardous substances may migrate onto the Site from other sources through the storm sewer system or by other means after the date this Decree is entered. If hazardous substances migrate onto the Site from an outside source after this Decree is entered, the Parties agree that Settlers shall be exempted from the MTCA definition of "owner or operator" and from liability for such hazardous substances, including remediation thereof, and Settlers shall be defined as a "person" within the purview of RCW 70.105D(20)(12)(b)(iv), commonly known as the "plume clause."

20. Settlers shall perform the cleanup action specified in detail in the Cleanup Action Plan (Exhibit B), which includes the Schedule (Exhibit C). Exhibits B and C are integral and enforceable parts of this Decree. The work performed pursuant to such Exhibits is consistent with MTCA.

21. The work generally will consist of the following:

a. Installation of LNAPL recovery wells to delineate the extent of LNAPL and to facilitate recovery of LNAPL from the groundwater.

b. Monitoring of the storm sewer manholes and groundwater monitoring wells by measuring the extent and thickness of LNAPL and collecting groundwater samples for analysis of dissolved phase petroleum hydrocarbons and physical parameters of the groundwater for evaluation of natural attenuation.

c. Preparation of a Work Plan to provide the design specification for installation of LNAPL recovery trenches and methods for LNAPL recovery from the LNAPL recovery wells and trenches.

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- 1 d. Installation of LNAPL recovery trenches and wells.
- 2 e. Removal of LNAPL from recovery trenches, wells, and storm sewer
- 3 manholes pursuant to the CAP.
- 4 f. Implementation of institutional controls for excavation within the Site
- 5 LNAPL plume to protect utility, maintenance, and construction workers from contact with
- 6 petroleum hydrocarbons.
- 7 g. Preparation and implementation of a compliance monitoring program to
- 8 confirm that LNAPL and dissolved phase petroleum hydrocarbons are not entering the storm
- 9 sewer system or migrating downgradient in the groundwater.

10 22. Settlers agree not to perform any cleanup actions outside the scope of this Decree

11 unless the parties agree to amend the scope of work to cover such actions. Unless otherwise

12 provided herein, all work conducted under this Decree shall be done in accordance with the

13 rules in effect under Ch. 173-340 WAC at the time Ecology accepted the CAP on August 6,

14 2001.

15 23. Ecology and Settlers, through their project coordinators, may agree to minor

16 modifications to the work to be performed without a formal amendment of this Consent Decree.

17 Minor modifications will be documented in writing by Ecology. Any disagreement as to what

18 constitutes a minor modification shall be addressed through the dispute resolution procedures

19 described in Section XIV.

20 **VII. DESIGNATED PROJECT COORDINATORS**

21 24. The project coordinator for Ecology is:

22 Norman T. Hepner

23 15 West Yakima Avenue, Suite 200

24 Yakima, Washington 98902

25 (509) 457-7127

26 Fax: (509) 575-2809

nhcp461@ecy.wa.gov

1 The project coordinators for Settlers are:

2 Peter Jewett
3 Farallon Consulting, L.L.C.
4 320 3rd Avenue SE, Suite 200
5 Issaquah, Washington 98027
6 (425) 427-0061
7 Fax (425) 427-0067
8 pjewett@farallonconsulting.com

9 Ralph J. Moran
10 Atlantic Richfield Company
11 Group Environmental Management
12 4 Centerpointe Drive
13 LaPalma, CA 90623
14 (714) 670-5126
15 Fax: (714) 670-5195
16 moranrj1@bp.com

17 25. Each project coordinator shall be responsible for overseeing the implementation
18 of this Decree. The Ecology project coordinator will be Ecology's designated representative at
19 the Site. To the maximum extent possible, communications between Ecology and the Settlers
20 and all documents, including reports, approvals, and other correspondence concerning the
21 activities performed pursuant to the terms and conditions of this Decree, shall be directed
22 through the project coordinators. The project coordinators may designate, in writing, working
23 level staff contacts for all or portions of the implementation of the remedial work required by
24 this Decree. The project coordinators may agree to minor modifications to the work to be
25 performed without formal amendments to the Decree. Minor modifications will be documented
26 in writing by Ecology.

27 26. Any party may change its respective project coordinator. Written notification
28 shall be given to the other parties at least ten (10) calendar days prior to the change.

29 **VIII. PERFORMANCE**

30 27. All work performed pursuant to this Decree shall be under the direction and
31 supervision, as necessary, of a professional engineer, geologist, or hydrogeologist, or
32 equivalent, with experience and expertise in hazardous waste site investigation and cleanup.

1 Any construction work must be performed under the supervision of a professional engineer
2 licensed in the State of Washington. Settlers shall notify Ecology in writing as to the identity of
3 such engineer(s), Geologist(s), or hydrogeologist(s), or others, and of any contractors and
4 subcontractors to be used in carrying out the terms of this Decree, in advance of their
5 involvement at the Site.

6 IX. ACCESS

7 28. TCI, ChevronTexaco, and Atlantic Richfield do not own or control any of the
8 parcels of property which comprise the Manhole 34 Site. Ecology will use its authority under
9 RCW 70.105D to obtain access to property comprising the Site that is not owned by the
10 Settlers. Subject to the rights of any person who is not a party to this Decree, Ecology or any
11 Ecology-authorized representatives shall have the authority to enter and freely move about all
12 property at the Site at all reasonable times for the purposes of, inter alia: inspecting records,
13 operation logs, and contracts related to the work being performed pursuant to this Decree;
14 reviewing Settlers' progress in carrying out the terms of this Decree; conducting such tests or
15 collecting such samples as Ecology may deem necessary; using a camera, sound recording, or
16 other documentary type equipment to record work done pursuant to this Decree; and verifying
17 the data submitted to Ecology by the Settlers. While Ecology reserves its right to enter and
18 inspect the Site as set forth in the previous sentences, Ecology will in most cases provide
19 Settlers two (2) working days advance notice prior to entering the Site. Without limitation on
20 Ecology's rights under this Section, Ecology will use best efforts to provide Settlers five (5)
21 working days advance notice of sampling activity.

22 29. Upon request, Ecology shall generate split or duplicate samples for any samples
23 taken during an inspection unless Settlers fail to make available a representative or sample
24 containers for the purpose of splitting samples.

25 30. All parties with access to the Site pursuant to this paragraph shall comply with
26 approved health and safety plans for the Site.

1 31. Ecology shall make the results of all sampling, laboratory reports, videos, and/or
2 test results generated by it or on its behalf, collected for purposes of this Consent Decree,
3 available to Settlers upon request unless an exemption from disclosure is available under
4 Chapter 42.17 RCW.

5 32. Settlers shall identify what property they require access to for performance of the
6 remedial activities identified in Section VI, Work To Be Performed. Thereafter, Settlers shall
7 use reasonable efforts to obtain rights of access to property identified as necessary to conduct
8 investigative and remedial activities. If, after reasonable efforts, Settlers are unable to obtain
9 access to a Site property, Ecology will use reasonable efforts to assist in gaining such access.
10 This shall include, without limitation, exercise of the authority provided to Ecology pursuant to
11 RCW 70.105D.030(1)(a) and (b), 70.105D.050, and 70.105D.020(12)(b)(iv)(D).

12 **X. SAMPLING, DATA REPORTING, AND AVAILABILITY**

13 33. With respect to the implementation of this Decree, Settlers shall make the results
14 of all sampling, laboratory reports, and/or test results generated by them, or on their behalf,
15 pursuant to implementation and after entry of this Consent Decree, available to Ecology in hard
16 copy and on electronic disk. Data submitted on disk shall be in a format acceptable to Ecology
17 for importation for use as a relational database into databases and/or spreadsheet software
18 commonly available.

19 34. If requested by Ecology, Settlers shall allow split or duplicate samples to be
20 taken by Ecology and/or its authorized representatives of any samples collected by Settlers
21 pursuant to the implementation of this Decree, provided it does not interfere with Settlers'
22 sampling. Settlers shall notify Ecology seven (7) working days in advance of any sample
23 collection or work activity at the Site, and will give reasonable notice of emergency sampling.
24 Ecology shall, upon request, allow split or duplicate samples to be taken by Settlers or their
25 authorized representatives of any samples collected by Ecology pursuant to the implementation
26 of this Decree provided it does not interfere with Ecology's sampling. Without limitation of

1 Ecology's rights under Section IX, Ecology will use best efforts to provide five (5) working
2 days' advance notice of any sample collection activity.

3 XI. PROGRESS REPORTS

4 35 Settlers shall submit to Ecology written progress reports which describe the
5 actions taken to implement the requirements of this Decree. The progress reports shall be
6 prepared no more frequently than set forth in the following schedule:

7 a. Quarterly until active removal of LNAPL is complete as provided in the
8 CAP. Thereafter the schedule for preparing progress reports will be adjusted based on
9 agreement between the project coordinators.

10 b. When necessary as agreed to by the project coordinators to address an
11 unexpected event.

12 36. Progress reports shall include the following:

13 a. A list of on-Site activities that have taken place during the reporting
14 period.

15 b. Detailed description of any deviations from required tasks not otherwise
16 documented in project plans or amendment requests.

17 c. Description of all deviations from the schedule (Exhibit C) during the
18 current reporting period and any planned deviations in the upcoming reporting period.

19 d. For any deviations in schedule, a plan for recovering lost time and
20 maintaining compliance with the schedule.

21 e. A list of deliverables for the upcoming reporting period if different from
22 the schedule.

23 37. All progress reports shall be submitted by the fifteenth (15th) day following the
24 reporting period for which they are due after the effective date of this Decree. Unless otherwise
25 specified, progress reports and any other documents submitted pursuant to this Decree shall be
26

1 sent by mail, e-mail, facsimile or other verifiable communication to Ecology's project
2 coordinator.

3 **XII. RETENTION OF RECORDS**

4 38. Settlers shall preserve, during the pendency of this Decree and for ten (10) years
5 from the date this Decree is no longer in effect as provided in Section XXIV, all submittals to
6 Ecology, final work plans, final reports, field notes and laboratory and other test reports in its
7 possession relevant to the implementation of this Decree, and shall insert in contracts with
8 project contractors and subcontractors a similar record retention requirement. Upon request of
9 Ecology, Settlers shall make all non-archived, non-privileged records available to Ecology and
10 allow access for review. All archived, non-privileged records shall be made available to
11 Ecology within a reasonable period of time.

12 **XIII. TRANSFER OF INTEREST**

13 39. No voluntary or involuntary conveyance or relinquishment of title, easement,
14 leasehold, or other interest in any portion of the Site shall be consummated by any Settlor
15 without provision for continued operation and maintenance of any containment system,
16 treatment system, and monitoring system installed or implemented pursuant to this Decree.

17 40. Prior to transfer of any legal or equitable interest in all or any portion of the Site,
18 and during the effective period of this Decree, the Settlor effecting the transfer shall serve a
19 copy of this Decree upon any prospective purchaser, lessee, transferee, assignee, or other
20 successor in interest of the property; and, at least thirty (30) days prior to any transfer, the
21 Settlor effecting the transfer shall notify Ecology of said contemplated transfer.

22 41. Atlantic Richfield Company, ChevronTexaco and Time Oil Company shall have
23 the right to transfer or assign their rights and obligations under this Decree, so long as any such
24 transfer or assignment is to a related entity fully capable of fulfilling its obligations under this
25 Decree. Any such assignment shall not release the assignor of its obligations under the Decree.
26

XIV. RESOLUTION OF DISPUTES

42. In the event a dispute arises as to an approval, disapproval, proposed modification or other decision or action by Ecology's project coordinator, the parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of the Ecology project coordinator's decision, the Settlor seeking dispute resolution shall have thirty (30) days within which to notify Ecology's project coordinator of its objection to the decision.

b. The parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's project coordinator shall issue a written decision.

c. The Settlor seeking dispute resolution may then request Ecology management review of the decision. This request shall be submitted in writing to the Toxics Cleanup Program Manager within fourteen (14) days of receipt of Ecology's project coordinator's decision.

d. Ecology's Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute within thirty (30) days of the Settlor's request for review. The Program Manager's decision shall be Ecology's final decision on the disputed matter.

43. If Ecology's final written decision is unacceptable to a Settlor, the dispute shall be mediated by a neutral person if the Settlor submits a written notice to Ecology requesting mediation. Ecology and the Settlor shall attempt to select a mediator within fourteen (14) days following the date mediation is requested. If Ecology and the Settlor are unable to agree on a mediator, they shall request the Seattle office of the Judicial Arbitration & Mediation Service to submit to them a list identifying five (5) of its members qualified to conduct a mediation involving environmental matters. Ecology and the Settlor each may strike one person from the list. If Ecology and the Settlor are unable to select a mediator from the remaining persons on

1 the list, they shall by random lot (draw a name from a hat) select the mediator. If the parties do
2 not settle the dispute through mediation or if Ecology fails to issue a final decision within thirty
3 (30) days of receipt of request for review, the Settlor has the right to submit the dispute to the
4 Court for resolution. The parties agree that one judge should retain jurisdiction over this case
5 and shall, as necessary, resolve any dispute arising under this Decree.

6 44. The parties agree to only utilize the dispute resolution process in good faith and
7 agree to expedite, to the extent possible, the dispute resolution process whenever it is used.
8 Where either party utilizes the dispute resolution process in bad faith or for purposes of delay,
9 the other party may seek sanctions.

10 45. Implementation of these dispute resolution procedures shall not provide a basis
11 for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule
12 extension or the court so orders.

13 **XV. AMENDMENT OF CONSENT DECREE**

14 46. This Decree may only be amended by a written stipulation among the parties to
15 this Decree that is entered by the court or by order of the court. Such amendment shall become
16 effective upon entry by the Court. Agreement to amend shall not be unreasonably withheld by
17 any party to the Decree.

18 47. The party seeking amendment shall submit any request for an amendment to the
19 other parties (the Responding Parties) for approval. The Responding Parties shall indicate their
20 approval or disapproval in a timely manner after the request for amendment is received, but no
21 longer than thirty (30) days after receipt of the request. If the amendment to the Decree is
22 substantial, Ecology will provide public notice and opportunity for comment. Reasons for the
23 disapproval of a proposed amendment shall be stated in writing. If the Responding Parties do
24 not agree to any proposed amendment, the disagreement may be addressed through the dispute
25 resolution procedures described in Section XIV of this Decree.
26

1 **XVI. EXTENSION OF SCHEDULE**

2 48. An extension of schedule shall be granted only when a request for an extension is
3 submitted in a timely fashion, generally at least fifteen (15) days prior to expiration of the
4 deadline for which the extension is requested, and good cause exists for granting the extension.
5 All extensions shall be requested in writing. The request shall specify the reason(s) the
6 extension is needed.

7 49. An extension shall only be granted for such period of time as is reasonable under
8 the circumstances. A requested extension shall not be effective until approved by Ecology or
9 the court. Ecology shall act upon any written request for extension in a timely fashion, and, to
10 the extent possible, within seven (7) days of the request. It shall not be necessary to amend this
11 Decree pursuant to Section XV when a schedule extension is granted.

12 50. The burden shall be on the Settlor seeking the extension to demonstrate to the
13 satisfaction of Ecology that the request for such extension has been submitted in a timely
14 fashion and that good cause exists for granting the extension. Good cause includes, but is not
15 limited to, the following:

16 a. Circumstances beyond the reasonable control and despite the due
17 diligence of Settlor(s), including delays caused by unrelated third parties or Ecology, such as
18 (but not limited to) delays in obtaining access to property to perform remedial activities as
19 identified in Section VI, Work to be Performed, or delays by Ecology in reviewing, approving,
20 or modifying documents submitted by the Settlor(s); or

21 b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm,
22 war, terrorism, or other unavoidable casualty; or

23 c. Other circumstances deemed by Ecology to be exceptional, extraordinary,
24 or otherwise necessary to protect the environment or public interest; or

25 d. Endangerment as described in Section XVII.
26

1 However, neither increased costs of performance of the terms of the Decree nor changed
2 economic circumstances shall be considered circumstances beyond the reasonable control of
3 Settlers.

4 51. Ecology may extend the schedule for a period not to exceed ninety (90) days,
5 except where a longer extension is needed as a result of:

6 a. Delays in the issuance of a necessary permit which was applied for in a
7 timely manner, or delays resulting from changes in permit terms and conditions; or

8 b. Other circumstances deemed exceptional or extraordinary by Ecology; or

9 c. Endangerment as described in Section XVII.

10 52. Ecology shall give Settlers written notification in a timely fashion of any
11 extensions granted pursuant to this Section.

12 **XVII. ENDANGERMENT**

13 53. In the event Ecology determines that activities implementing or in
14 noncompliance with this Decree, or any other circumstances or activities, are creating or have
15 the potential to create a danger to the health or welfare of the people on the Site or in the
16 surrounding area or to the environment, Ecology may order Settlers to stop further
17 implementation of this Decree for such period of time as needed to abate the danger, or may
18 petition the court for an order as appropriate. During any stoppage of work under this section,
19 the obligations of Settlers with respect to the work under this Decree which is ordered to be
20 stopped shall be suspended and the time periods for performance of that work, as well as the
21 time period for any other work dependent upon the work which is stopped, shall be extended,
22 pursuant to Section XVI of this Decree, for such period of time as Ecology determines is
23 reasonable under the circumstances.

24 54. In the event any Settlor determines that activities undertaken in furtherance of
25 this Decree or any other circumstances or activities are creating an endangerment to the people
26 on the Site or in the surrounding area or to the environment, Settlers may stop implementation

1 of this Decree for such period of time necessary for Ecology to evaluate the situation and
2 determine whether Settlers should proceed with implementation of the Decree or whether the
3 work stoppage should be continued until the danger is abated. Settlers shall notify Ecology's
4 project coordinator as soon as possible, but no later than twenty-four (24) hours after such
5 stoppage of work, and thereafter provide Ecology with documentation of the basis for the work
6 stoppage. If Ecology disagrees with the Settlers' determination, it may order Settlers to resume
7 implementation of this Decree. If Ecology concurs with the work stoppage, the Settlers'
8 obligations shall be suspended and the time period for performance of that work, as well as the
9 time period for any other work dependent upon the work which was stopped, shall be extended,
10 pursuant to Section XVI of this Decree, for such period of time as Ecology determines is
11 reasonable under the circumstances. Any disagreements pursuant to the clause shall be resolved
12 through the dispute resolution procedures in Section XIV.

13 XVIII. INDEMNIFICATION

14 55. To the extent permitted by law, Settlers agree to pay defense costs, hold harmless
15 and indemnify the State of Washington, its employees, and agents from any and all claims or
16 causes of action for death or injuries to persons or for loss or damage to property arising from or
17 on account of acts or omissions of Settlers, their officers employees, agents or contractors in
18 entering into and implementing this Decree. If barred from assuming the State's defense of any
19 action brought under this Section, Settlers nevertheless shall have the opportunity to participate
20 and/or cooperate in Ecology's defense to the maximum extent allowable by law. However, the
21 Settlers shall not indemnify the State of Washington nor save nor hold its employees and agents
22 harmless from any claims or causes of action arising out of the intentional misconduct or
23 negligent acts or omissions of the State of Washington, or the employees or agents or the State,
24 in implementing the activities pursuant to this Decree.

25 56. To the extent permitted by law, Ecology agrees to pay defense costs, hold
26 harmless and indemnify Settlers, their agents and employees from any and all claims or causes

1 of action for death or injuries to persons or for loss or damage to property arising from or on
2 account of acts or omissions of Ecology, its employees, agents or contractors in entering into
3 and implementing this Decree. However, Ecology shall not indemnify Settlers nor save nor
4 hold their employees and agents harmless from any claims or causes of action arising out of the
5 intentional misconduct or negligent acts or omissions of Settlers, or the employees or agents of
6 Settlers in implementing the activities pursuant to this Decree.

7 **XIX. COMPLIANCE WITH APPLICABLE LAWS**

8 57. All actions carried out by Settlers pursuant to this Decree shall be done in
9 accordance with all applicable federal, State, and local requirements, including requirements to
10 obtain necessary permits, except as provided in Paragraph 58 of this Section.

11 58. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters
12 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing
13 local government permits or approvals for the remedial action under this Decree that are known
14 to be applicable at the time of entry of the Decree have been included in Exhibit B, the Cleanup
15 Action Plan, and are binding and enforceable requirements of the Decree.

16 59. Settlers have a continuing obligation to determine whether additional permits or
17 approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial
18 action under this Decree. In the event either Settlers or Ecology determines that additional
19 permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the
20 remedial action under this Decree, it shall promptly notify the other party of this determination.
21 Ecology shall determine whether Ecology or Settlers shall be responsible to contact the
22 appropriate State and/or local agencies. If Ecology so requires, Settlers shall promptly consult
23 with the appropriate State and/or local agencies and provide Ecology with written
24 documentation from those agencies of the substantive requirements those agencies believe are
25 applicable to the remedial action. Ecology shall make the final determination on the additional
26 substantive requirements that must be met by Settlers and on how Settlers must meet those

1 requirements. Ecology shall inform Settlers in writing of these requirements. Once established
2 by Ecology, the additional requirements shall be enforceable requirements of this Decree.
3 Settlers shall not begin or continue the remedial action potentially subject to the additional
4 requirements until Ecology makes its final determination.

5 60. Ecology shall ensure that notice and opportunity for comment is provided to the
6 public and appropriate agencies prior to establishing the substantive requirements under this
7 Section.

8 61. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the
9 exemption from complying with the procedural requirements of the laws referenced in
10 RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is
11 necessary for the State to administer any federal law, the exemption shall not apply and the
12 Settlers shall comply with both the procedural and substantive requirements of the laws
13 referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

14 62. In implementing this Decree for purposes such as sampling, it is contemplated
15 that the Settlers may remove limited quantities of soil, groundwater, and other materials
16 (collectively, "Materials") from real property within or adjacent to the Site. Any removal shall
17 be done with prior Ecology approval and in compliance with all applicable laws as required by
18 this Section XIX. It is agreed that any disposition of the Material by the Settlers, including
19 documents generated pursuant to such disposition, shall not be deemed to be an admission by
20 such parties of liability for purposes of the Model Toxics Control Act.

21 **XX. REMEDIAL AND INVESTIGATIVE COSTS**

22 63. Within thirty (30) days of the effective date of this Decree, the Settlers shall pay
23 Ecology \$61,492.50 for past costs related to the Site. The Settlers' payment of this amount
24 shall settle all of Ecology's costs incurred through December 31, 2001 and all interest accrued
25 on Ecology's costs through the effective date of this Decree. Ecology shall donate \$10,000 of
26 the Settlers' payment under this Paragraph to a local high school for college scholarships. The

1 Settlers shall be given credit for the donation, including credit in any of Ecology's
2 communications relating to the Site.

3 64. The Settlers shall pay reasonable costs incurred by Ecology after December 31,
4 2001 pursuant to this Decree. These costs shall include work performed by Ecology or its
5 contractors for, or on the Site under Ch. 70.105D RCW, for investigations, remedial actions,
6 and Decree preparation, negotiations, oversight and administration. Ecology costs shall include
7 costs of direct activities and support costs of direct activities as defined in WAC 173-340-
8 550(2). Settlers agree to pay the required amount within ninety (90) days of receiving from
9 Ecology an itemized statement of costs that includes a summary of costs incurred, an
10 identification of involved staff, and the amount of time identified by task spent by involved staff
11 members on the project. Ecology will provide a general statement of work performed upon
12 request. Ecology will provide itemized statements on a quarterly basis. Failure to pay
13 Ecology's costs within ninety (90) days of receipt of the itemized statement will result in
14 interest charges. If the total amount of payments received by Ecology from the Settlers is more
15 than 100 percent of the amount billed, the overpayment will be reflected on future statements.
16 Any dispute regarding remedial and investigative costs for the Site shall be subject to dispute
17 resolution pursuant to Section XIV. Settlers reserve the right to pay the undisputed portion of
18 and not pay the disputed portion.

19 65. In performing work, Ecology and its contractors shall exercise the degree of care
20 and skill ordinarily exercised by a professional performing similar work in Yakima County,
21 Washington.

22 **XXI. IMPLEMENTATION OF REMEDIAL ACTION**

23 66. If Ecology determines that Settlers have failed without sufficient cause to
24 implement the remedial action within a reasonable timeframe, Ecology shall first attempt to
25 resolve the dispute pursuant to Section XIV and then, after notice to Settlers, perform any or all
26 portions of the remedial action that remain incomplete. If Ecology's position is upheld by the

1 Court and Ecology performs all or portions of the remedial action because of Settlers' failure to
2 comply with its obligations under this Decree, Settlers shall reimburse Ecology for the costs of
3 doing such work in accordance with Section XX, provided that Settlers are not obligated under
4 this section to reimburse Ecology for costs incurred for work inconsistent with or beyond the
5 scope of this Decree.

6 67. If Ecology determines that an imminent threat of harm to the public or
7 environment is present, Ecology may, without delay, but after notice to the Settlers and the
8 Settlers' failure to take action, take the necessary actions to address the imminent threat and
9 make the site safe. Settlers shall reimburse Ecology for the costs of doing such work in
10 accordance with Section XX, provided that Settlers are not obligated under this section to
11 reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this
12 Decree.

13 **XXII. PERIODIC REVIEW**

14 68. As remedial actions, including long-term monitoring, continue at the Site, the
15 parties agree to review the progress of remedial actions at the Site, and to review the data
16 accumulated as a result of Site monitoring pursuant to WAC 173-340-420.

17 **XXIII. PUBLIC PARTICIPATION**

18 69. Public participation shall be accomplished by implementing the Public
19 Participation Plan attached as Exhibit D. Ecology shall maintain the responsibility for public
20 participation in accordance with WAC 173-340-600. Settlers shall help coordinate and
21 implement public participation for the Site as required by Ecology.

22 **XXIV. CERTIFICATE OF COMPLETION AND DELISTING**

23 70. Ecology shall issue a Partial Certificate of Completion upon completion of each
24 of the following actions specified in the CAP:

25 a. Removal of LNAPL, which will be deemed complete when active
26 removal of LNAPL is complete as defined in the CAP.

1 b. Groundwater cleanup, which will be deemed complete when the
2 concentrations of dissolved phase petroleum hydrocarbons, benzene, toluene, ethyl benzene,
3 and xylenes are below the cleanup levels at the points of compliance defined in the CAP.

4 c. Surface water cleanup, which will be deemed complete when there is no
5 statistically significant impact to surface water in the storm sewer manholes defined in the CAP.

6 71. Upon completion of the actions specified in Subparagraphs 70.a. - c. above,
7 Ecology shall issue a Final Certificate of Completion. Ecology shall propose to remove the Site
8 from the Hazard Ranking List, pursuant to WAC 173-340-330(4) within thirty (30) days of
9 issuance of the Final Certificate of Completion. Within thirty (30) days of removal of the Site
10 from the Hazard Ranking List, the parties shall jointly request that the Court vacate this Consent
11 Decree.

12 **XXV. CLAIMS AGAINST THE STATE**

13 72. Settlers hereby agree that they will not seek to recover any costs accrued in
14 implementing the remedial action required by this Decree from the State of Washington or any
15 of its agencies; and further, that the Settlers will make no claim against the State Toxics Control
16 Account or any Local Toxics Control Account for any costs incurred in implementing this
17 Decree. Except as provided above, however, Settlers expressly reserve their right to seek to
18 recover any costs incurred in implementing this Decree from any other potentially liable person.

19 **XXVI. COVENANT NOT TO SUE**

20 73. Ecology and Settlers agree that they have entered into a settlement agreement
21 under MTCA and, in particular, RCW 70.105D.040(4)(b); that all terms and conditions of the
22 settlement agreement are set forth in this Decree; that pursuant to RCW 70.105D.040(4)(e)(ii)
23 this Decree is not based on circumstances unique to Settlers; and that
24 RCW 70.105D.040(4)(e)(i) applies to any successor in interest to Settlers. Ecology and Settlers
25 intend that this settlement agreement shall be enforced to the maximum extent permitted under
26 the MTCA.

1 74. In consideration of Settlers' compliance with the terms and conditions of this
2 Decree, Ecology agrees that compliance with this Decree shall stand in lieu of any and all
3 administrative, legal, and equitable remedies and enforcement actions available to the State
4 against Settlers or their successors in interest and assigns, for releases or threatened releases of
5 Hazardous Substances, Pollutants or contaminants at the Site including releases or threatened
6 releases on or off of the Site

7 75. This covenant is strictly limited in its application to the Site specifically
8 described in Exhibit A and to those hazardous substances that Ecology knows to be located at or
9 emanating from the Site as of the date of entry of this Decree. This covenant is not applicable
10 to any other hazardous substance or area and Ecology retains all of its authority relative to such
11 substances and areas.

12 76. In the following circumstances Ecology may exercise its full legal authority to
13 address releases of hazardous substances at the Site notwithstanding the Covenant Not to Sue
14 set forth above:

15 a. If Settlers fail to comply with the terms and conditions of this Decree
16 including all exhibits, after receipt of written notice of noncompliance, Settlers will have sixty
17 (60) days from receipt of notice to propose a cure to the condition giving rise to the status of
18 noncompliance. If such cure is acceptable to Ecology, Settlers and Ecology will negotiate an
19 appropriate timetable for implementation. If such cure is not acceptable to Ecology, the parties
20 shall follow the dispute resolution process.

21 b. If factors not known at the time of entry of this Decree, including factors
22 listed in WAC 173-340-420(2), are discovered and Ecology determines, in light of these factors,
23 that further remedial action is necessary at the Site to protect human health or the environment,
24 Settlers, after receipt of written notice, will have sixty (60) days from receipt of notice to
25 propose a cure to the condition giving rise to the notice. If such cure is acceptable to Ecology,
26

1 Settlers and Ecology will negotiate an appropriate timetable for implementation. If such cure is
2 not acceptable to Ecology, the parties shall follow the dispute resolution process.

3 c. If conditions at the Site cause an endangerment to human health or the
4 environment as defined in Section XVII of this Decree, Settlers, after receipt of written notice,
5 will have sixty (60) days from receipt of notice to propose a cure to the conditions giving rise to
6 the notice. If such cure is acceptable to Ecology, Settlers and Ecology will negotiate an
7 appropriate timetable for implementation. If such cure is not acceptable to Ecology, the parties
8 shall follow the dispute resolution process.

9 d. If Ecology determines that conditions exist constituting an imminent
10 threat to human health or the environment and Ecology forthwith provides Settlers with a
11 written notice to that effect, then instead of sixty (60) days as provided for in subparagraph a, b
12 or c above, Settlers shall have a reasonable time to propose a cure under subparagraphs a, b or c,
13 which shall not be less than twenty (20) days after receipt of written notice from Ecology.

14 77. The Covenant Not to Sue set forth above shall have no applicability whatsoever
15 to:

16 a. Criminal liability; and

17 b. Any Ecology action against PLP's not party to this Decree.

18 **XXVII. CONTRIBUTION PROTECTION**

19 78. With regard to claims for contribution against Settlers for matters addressed in
20 this Consent Decree, the parties hereto intend that Settlers are entitled to contribution protection
21 to the fullest extent allowed by MTCA, RCW 70.105D.040 and CERCLA Section 113(f)(2).
22 The parties intend that the contribution protection conferred in MTCA and CERCLA shall not
23 be frustrated by the use of non-CERCLA or non-MTCA theories to seek relief in the nature of
24 contribution or indemnification. For the purpose of this Paragraph, "matters addressed" shall
25 include all past and future investigation and remedial measures taken at the Site pursuant to this
26

1 Decree, including those taken on or off the Site by Settlers pursuant to this Decree or under
2 Ecology oversight.

3 **XXVIII. RESERVATION OF RIGHTS**

4 80. By agreeing to this Decree, Settlers and Ecology agree to abide by its terms. The
5 execution and performance of the Decree is not, however, an admission by Settlers of any fact
6 or liability for any purpose other than as a foundation for the entry of this Decree. Settlers'
7 performance under the Decree is undertaken without waiver of or prejudice to any claims or
8 defenses whatsoever that may be asserted in the event of further administrative proceedings or
9 litigation not associated with, or related to, this Decree.

10 **XXIX. SEVERABILITY**

11 81. If any Section, subsection, sentence or clause of this Decree is found to be
12 illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the
13 legality, validity or enforceability of the Agreement as a whole or of any other section,
14 subsection, sentence or clause.

15 **XXX. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT**

16 82. This Decree has been the subject of public notice and comment under RCW
17 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a
18 more expeditious cleanup of hazardous substances at the Site.

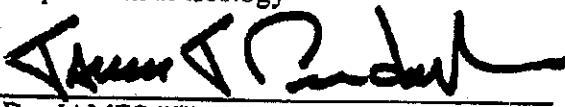
19 If the court withholds or withdraws its consent to this Decree, it shall be null and void at
20 the option of any party, and the accompanying Complaint shall be dismissed without costs and
21 without prejudice. In such an event, no party shall be bound by the requirements of this Decree.
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26

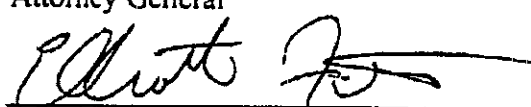
XXXI. EFFECTIVE DATE

This Decree is effective upon the date it is entered by the court.

STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By:  JAMES PENDOWSKI
Program Manager
Toxics Cleanup Program
(360) 407-6103

By:  ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

Date: _____

Date: 4-30-04

LaVON PHILIPP

TIRE CENTERS, INC.

By: _____
Date: _____

By: _____
LARRY HOWELL
Date: _____

CHEVRONTEXACO CORPORATION

ATLANTIC RICHFIELD COMPANY

By: _____
Date: _____

By: _____
Date: _____

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

By: _____
Rickey Kimbrough, Personal
Representative
Date: _____

By: _____
Date: _____

JAMES THOMPSON

MARIE THOMPSON

By: _____
Date: _____

By: _____
Date: _____

CONSENT DECREE - 27


XXXI. EFFECTIVE DATE

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STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By: JAMES PENDOWSKI
Program Manager
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(360) 407-6103

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ELLIOTT FURST, WSBA #12026
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Date: _____

Date: 4-30-04

LaVON PHILIPP

TIRE CENTERS, INC.

By: _____
Date: _____

By: 
LARRY HOWELL
Date: 9-16-03

CHEVRONTExACO CORPORATION

ATLANTIC RICHFIELD COMPANY

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By: _____
Date: _____

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

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Rickey Kimbrough, Personal
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By: _____
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MARIE THOMPSON

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CONSENT DECREE - 27

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6 **STATE OF WASHINGTON**
7 Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

8 By: JAMES PENDOWSKI
9 Program Manager
10 Toxics Cleanup Program
11 (360) 407-6103

By: ELLIOTT FURST, WSBA
#12026
Senior Counsel
(360) 586-3513

12 Date: _____

Date: _____

13
14 **LaVON PHILIPP**

TIRE CENTERS, INC.

15 By: _____
16 Date: _____

By: _____
Date: _____

17
18 **TEXACO DOWNSTREAM PROPERTIES**
19 **INC.**

ATLANTIC RICHFIELD COMPANY

20 By: *[Signature]*
21 Date: *October 10, 2003*

By: _____
Date: _____

22 **THE ESTATE OF ROBERT C. MATHIAS**

TIME OIL CO.

23 By: _____
24 , Personal Representative
25 Date: _____

By: _____
Date: _____

26 **JAMES THOMPSON**

MARIE THOMPSON

By: _____
Date: _____

By: _____
Date: _____

CONSENT DECREE - 27

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STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By: JAMES PENDOWSKI
Program Manager
Toxics Cleanup Program
(360) 407-6103

By: ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

Date: _____

Date: _____

LaVON PHILIPP

TIRE CENTERS, INC.

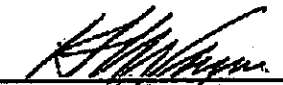
By: _____
Date: _____

By: _____
LARRY HOWELL
Date: _____

CHEVRONTExACO CORPORATION

ATLANTIC RICHFIELD COMPANY ^{SR}

By: _____
Date: _____

By: 
Date: 11/20/03

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

By: _____
Rickey Kimbrough, Personal
Representative
Date: _____

By: _____
Date: _____

JAMES THOMPSON

MARIE THOMPSON

By: _____
Date: _____

By: _____
Date: _____

CONSENT DECREE - 27

XXXI. EFFECTIVE DATE

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STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By: JAMES PENDOWSKI
Program Manager
Toxics Cleanup Program
(360) 407-6103

By: ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

Date: _____

Date: _____

LaVON PHILIPP

TIRE CENTERS, INC.

By: _____
Date: _____

By: _____
LARRY HOWELL
Date: _____

CHEVRONTExACO CORPORATION

ATLANTIC RICHFIELD COMPANY

By: _____
Date: _____

By: _____
Date: _____

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

By: _____
Rickey Kimbrough, Personal
Representative
Date: _____

By: *H. H. Kimbrough*
Date: *11-4-03*

JAMES THOMPSON

MARIE THOMPSON

By: _____
Date: _____

By: _____
Date: _____

CONSENT DECREE - 27

XXXI. EFFECTIVE DATE

This Decree is effective upon the date it is entered by the court.

STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By: JAMES PENDOWSKI
Program Manager
Toxics Cleanup Program
(360) 407-6103

By: ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

Date: _____

Date: _____

LaVON PHILIPP

TIRE CENTERS, INC.

By: _____
Date: _____

By: _____
LARRY HOWELL
Date: _____

CHEVRONTEXACO CORPORATION

ATLANTIC RICHFIELD COMPANY

By: _____
Date: _____

By: _____
Date: _____

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

By: _____
Rickey Kimbrough, Personal
Representative
Date: _____

By: _____
Date: _____

JAMES THOMPSON

MARIE THOMPSON

By: *James Thompson*
Date: *8-1-03*

By: *Marie Thompson*
Date: *8-1-03*

CONSENT DECREE - 27

XXXI. EFFECTIVE DATE

This Decree is effective upon the date it is entered by the court.

STATE OF WASHINGTON
Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

By: JAMES PENDOWSKI
Program Manager
Toxics Cleanup Program
(360) 407-6103

By: ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

Date: _____

Date: _____

LaVON PHILIPP

TIRE CENTERS, INC.

By: _____
Date: _____

By: _____
LARRY HOWELL
Date: _____

CHEVRONTExACO CORPORATION

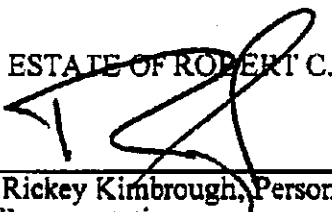
ATLANTIC RICHFIELD COMPANY

By: _____
Date: _____

By: _____
Date: _____

THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

By: 
Rickey Kimbrough, Personal
Representative
Date: 9-25-03

By: _____
Date: _____

JAMES THOMPSON

MARIE THOMPSON

By: _____
Date: _____

By: _____
Date: _____

CONSENT DECREE - 27

1 XXXI. EFFECTIVE DATE

2 This Decree is effective upon the date it is entered by the court.

3 STATE OF WASHINGTON
4 Department of Ecology

CHRISTINE O. GREGOIRE
Attorney General

5
6 By: JAMES PENDOWSKI
7 Program Manager
8 Toxics Cleanup Program
9 (360) 407-6103

By: ELLIOTT FURST, WSBA #12026
Senior Counsel
(360) 586-3513

8 Date: _____

Date: _____

10 LaVON PHILIPP

TIRE CENTERS, INC.

11 By: LaVon Philipp
12 Date: 7/23/03

By: _____
LARRY HOWELL
Date: _____

14 CHEVRONTExACO CORPORATION

ATLANTIC RICHFIELD COMPANY

15 By: _____
16 Date: _____

By: _____
Date: _____

17 THE ESTATE OF ROBERT C. MATHIAS

TIME OIL CO.

19 By: _____
20 Rickey Kimbrough, Personal
21 Representative
22 Date: _____

By: _____
Date: _____

22 JAMES THOMPSON

MARIE THOMPSON

23 By: _____
24 Date: _____

By: _____
Date: _____

25
26
CONSENT DECREE - 27

DATED this 4th day of May, 2004.

Robert M. Hackett, Jr.
JUDGE
Yakima County Superior Court

CONSENT DECREE - 28