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7 STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

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9 STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

10 Plaintiff,

11 v.

12 ESTATE OF WILLIAM F. ARNOLD; and
13 ESTATE OF ERMA R. ARNOLD,

14 Defendants.

NO.

CONSENT DECREE RESOLVING
ECOLOGY'S PAST COSTS CLAIM
AGAINST ARNOLDS

15
16 I. INTRODUCTION

17 A. In entering into this Consent Decree (Decree), the mutual objective of the
18 Washington State Department of Ecology (Ecology), and the Estate of William F. Arnold and
19 the Estate of Erma R. Arnold (hereafter Arnolds or Defendants) is to settle Ecology's claim
20 against the Arnolds for all Costs it incurred through September 28, 1999, relating to the release
21 or threatened release of hazardous substances at or near the Manhattan Express Deli (formerly
22 Arnold's Mini-Mart) located at 631 Queen Anne Avenue North, Seattle, Washington (the Site).
23 Ecology has determined that these actions are necessary as part of the process to remediate the
24 release or threatened release of hazardous substances at or near the Site and to protect public
25 health and the environment.

1 B. Authority is conferred upon the Washington State Attorney General by RCW
2 70.105D.040(4)(a) to agree to a settlement with any potentially liable person if, after public
3 notice and hearing, Ecology finds the proposed settlement would lead to a more expeditious
4 cleanup of hazardous substances. RCW 70.105D.040(4)(b) requires that such a settlement be
5 entered as a consent decree issued by a court of competent jurisdiction.

6 C. Ecology has determined that a release or threatened release of hazardous
7 substances has occurred at or near the Site which is the subject of this Decree.

8 D. Ecology has given notice to Defendants, as set forth in RCW 70.105D.020(15),
9 of Ecology's determination that the Defendants are potentially liable persons for the site and
10 that there has been a release or threatened release of hazardous substances at the site.

11 E. Defendants consent to the entry of this Decree under the MTCA.

12 III. SETTLEMENT AND PARTIES BOUND

13 Within thirty (30) days after the effective date of this Decree, Defendants shall pay
14 Ecology One Hundred Fifty Thousand Dollars (\$150,000.00) to completely settle Ecology's
15 claim against Defendants for Ecology's costs and expenses incurred before September 28,
16 1999. Upon receipt of this payment, Ecology shall release its creditor's claim filed against the
17 Estate of Erma R. Arnold under Cause No. 96-4-04704-7 and Ecology shall assert no claim
18 against the Estate of William F. Arnold for Costs settled in this Decree. This Decree shall
19 apply to and be binding upon the signatories to this Decree (parties), their successors and
20 assigns. The undersigned representative of each Party hereby certifies that he or she is fully
21 authorized to enter into this Decree and to execute and legally bind such Party to comply with
22 the Decree. Defendants agree to undertake all actions required by the terms and conditions of
23 this Decree and not to contest state jurisdiction regarding this Decree.

1 expressly includes settlement of liability the Yoos may have to Ecology, if any, relating to
2 Costs incurred by Ecology prior to September 28, 1999.

3 V. STATEMENT OF FACTS

4 Ecology makes the following findings of fact without any express or implied
5 admissions by Defendants.

6 A. William F. Arnold and Erma R. Arnold were the owners of the Manhattan
7 Express Deli (formerly Arnold's Mini-Mart) located at 631 Queen Anne Avenue North,
8 Seattle, Washington. Credible evidence exists indicating that a hazardous substance
9 (petroleum product) was released at the Site. Petroleum hydrocarbons presently exist in the
10 soil, soil-gas, dissolved in ground water, and as free-phase product floating on the ground
11 water.

12 B. On or about April 26, 1977, the Arnolds purchased the Site from Texaco, Inc.
13 Texaco, formerly the Texas Company, owned and operated the Site as a gas station since 1927.
14 The Arnolds assumed operation of Texaco's gas station at the Site in May 1977. In February
15 1978, the basement of the neighboring Monterey apartment building was noted to have gasoline
16 odors, which were investigated by the Seattle Fire Department. In 1986, Ecology began
17 investigating the source of gasoline odors in the Monterey apartment building. In 1989, the
18 Arnolds sold the site to John Yoo and Young Yoo. In 1993, the sale was rescinded because of
19 the presence of petroleum contamination. In 1993, Ecology ordered the Site to stop selling
20 gasoline and contracted to have the underground storage tanks and associated gasoline
21 dispensing equipment removed from the Site. In addition, Ecology installed a soil vapor
22 extraction remediation system at the Site.

23 C. By letter dated February 11, 1994, Ecology notified Mr. and Mrs. Arnold that it
24 proposed to find them "potentially liable persons" under RCW 70.105D.040. This letter
25

1 its past Costs claim for this period. Ecology has agreed to accept payment from defendants in
2 the amount of \$150,000.00 as complete and full compromise of all Ecology claimed Costs
3 incurred through September 28, 1999, as related to Defendants.

4 VI. AMENDMENT OF CONSENT DECREE

5 This Decree may only be amended by a written stipulation among the parties to this
6 Decree that is entered by the Court or by order of the Court. Such amendment shall become
7 effective upon entry by the Court. Agreement to amend shall not be unreasonably withheld by
8 any party to the Decree.

9 Defendants shall submit any request for an amendment to Ecology for approval.
10 Ecology shall indicate its approval or disapproval in a timely manner after the request for
11 amendment is received. If the amendment to the Decree is substantial, Ecology will provide
12 public notice and opportunity for comment. Reasons for the disapproval shall be stated in
13 writing.

14 VII. OTHER ACTIONS

15 Ecology reserves its rights to institute remedial action(s) at the Site and subsequently
16 pursue cost recovery, and Ecology reserves its rights to issue orders and/or penalties or take any
17 other enforcement action pursuant to available statutory authority for matters outside the scope
18 of this Consent Decree (i.e., Costs incurred by Ecology after September 28, 1999, relating to
19 the Site and not settled in this Consent Decree, and remedial investigation and cleanup actions
20 relating to the Site). With respect to matters within the scope of this Consent Decree (i.e.,
21 Costs incurred by Ecology through September 28, 1999, relating to the Site), Ecology reserves
22 its rights to issue orders and/or penalties or take any other enforcement action pursuant to
23 available statutory authority in the event Defendants fail, after notice, to comply with any
24 requirement of this Decree.

1 The Parties agree, and by entering this Consent Decree this Court finds, that the
2 Defendants, Defendants' heirs and successors, and the Yoos are entitled, as of the Effective
3 Date, to protection from contribution actions or claims as provided by RCW 70.105D.040(4)(d)
4 for matters addressed in this Consent Decree. "Matters addressed" in this Consent Decree
5 include all Costs incurred by Ecology through September 28, 1999, relating to the Site and as
6 settled in this Consent Decree.

7 X. REMEDIAL AND INVESTIGATIVE COSTS

8 By entering into this Consent Decree, Ecology does not waive or release any claims
9 against Defendants for costs incurred after September 28, 1999, and does not waive the right to
10 order Defendants to perform additional remedial actions relating to the Site.

11 XI. CLAIMS AGAINST THE STATE

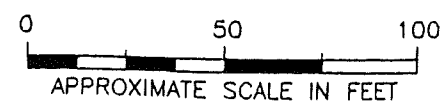
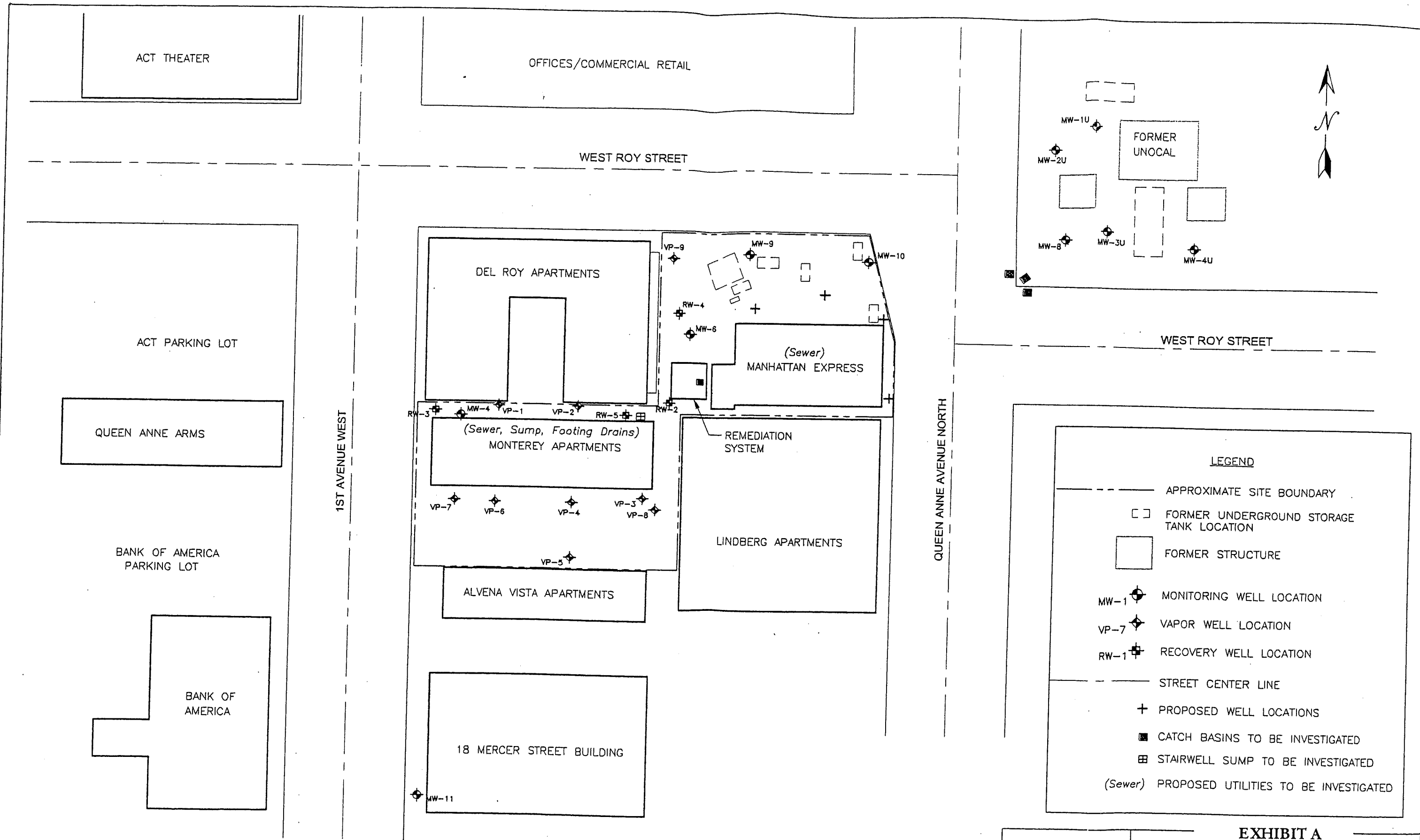
12 Defendants hereby agree that they will not seek to recover any costs paid pursuant to
13 this Decree from the State of Washington or any of its agencies; and further, that the
14 Defendants will make no claim against the State Toxics Control Account or any Local Toxics
15 Control Account for any costs incurred in implementing this Decree. Except as provided
16 above, however, Defendant expressly reserves its right to seek to recover any costs incurred in
17 implementing this Decree from any other potentially liable person.

18 XII. EFFECTIVE DATE

19 This Decree is effective upon the date it is entered by the Court.

20 XIII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

21 This Decree has been the subject of public notice and comment under RCW
22 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to
23 a more expeditious cleanup of hazardous substances at the site.



BASE MAP REFERENCE: City of Seattle Department of Engineering
 SE 1/4 & NE 1/4 Section 25-TS. 25 N., R 3 E, W.M.
 Revised 9/90

LEGEND

- APPROXIMATE SITE BOUNDARY
- [] FORMER UNDERGROUND STORAGE TANK LOCATION
- [] FORMER STRUCTURE
- MW-1 [Symbol] MONITORING WELL LOCATION
- VP-7 [Symbol] VAPOR WELL LOCATION
- RW-1 [Symbol] RECOVERY WELL LOCATION
- STREET CENTER LINE
- + PROPOSED WELL LOCATIONS
- CATCH BASINS TO BE INVESTIGATED
- ▣ STAIRWELL SUMP TO BE INVESTIGATED
- (Sewer) PROPOSED UTILITIES TO BE INVESTIGATED

EXHIBIT A

SITE MAP SHOWING PROPOSED WELL
 LOCATIONS AND UTILITIES TO BE EXPLORED
 QUEEN ANNE TEXACO
 671 QUEEN ANNE AVENUE NORTH

