

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

STATE OF WASHINGTON)	
DEPARTMENT OF ECOLOGY,)	
)	No. <u>88-2-22080-8</u>
Plaintiff,)	
v.)	
)	CONSENT DECREE
PACCAR Inc)	
)	
Defendant.)	

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INTRODUCTION

A. In entering into this Consent Decree (Decree), the mutual objective of the Washington State Department of Ecology (Ecology) and PACCAR (Defendant) is to provide a framework for investigation and recommendation of remedial alternatives at property owned and operated by PACCAR in Renton, Washington, to prevent or mitigate the release of pollutants and hazardous substances from such property, to prevent or mitigate contamination of the waters of the state, and to protect the public health, welfare and environment. To accomplish these objectives and to resolve the matter constructively and without litigation, PACCAR consents to the actions required by this Decree.

B. 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.

C. In signing this Decree, Defendant agrees to its entry and agrees to be bound by its terms.

1 D. By entering into this Decree, the parties do not
2 intend to discharge nonsettling parties from any liability they
3 may have with respect to matters alleged in the complaint.
4 PACCAR and Ecology retain the right to seek reimbursement in
5 whole or in part from any responsible entities for sums
6 expended pursuant to this Decree.

7 E. The Court is fully advised of the reasons for entry
8 of this Decree, and good cause having been shown: IT IS HEREBY
9 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 I.

11 JURISDICTION AND VENUE

12 A. This Court has jurisdiction over the subject matter
13 and over the parties pursuant to ch. 70.105B RCW (chapter 2,
14 laws of 1987, 3rd Ex. Sess.), the Hazardous Waste Cleanup Act.
15 Venue is properly laid in King County, the location of the
16 property at issue.

17 B. Under RCW 70.105B.070(1), whenever Ecology has reason
18 to believe that a release or threatened release of a hazardous
19 substance will require remedial action, it shall notify poten-
20 tially liable persons with respect to the release or threatened
21 release and provide potentially liable persons a reasonable
22 opportunity to propose a settlement agreement providing for
23 remedial action. Pursuant to RCW 70.105B.070(5), where Ecology
24 and a potentially liable person reach such an agreement, the
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1 agreement shall be filed with the appropriate superior Court as
2 a proposed consent decree, subject to a thirty (30) day public
3 comment period.

4 C. On the basis of the results of the testing and
5 analysis described in the Statement of Facts, infra, and
6 Ecology files and records, Ecology has determined that a
7 release or threatened release of a hazardous substance which
8 will require remedial action pursuant to RCW 70.105B has
9 occurred at the PACCAR facility located at 1400 North Fourth
10 Street in Renton, Washington.

11 D. PACCAR is a potentially liable party for the site
12 pursuant to RCW 70.105B.040. PACCAR has agreed to voluntarily
13 undertake the actions specified in this Decree and consents to
14 the issuance of this Decree, pursuant to ch. 70.105B RCW.

15 E. The actions to be taken pursuant to this Decree are
16 necessary to protect the public health, welfare and the envi-
17 ronment.

18 II.

19 PARTIES BOUND

20 This Decree shall apply to and be binding upon the signa-
21 tories to this Decree (parties), their successors and assigns.
22 The undersigned representative of each party hereby certifies
23 that he or she is fully authorized to enter into this Decree
24 and to execute and legally bind such party to comply with the
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1 Decree. Defendant agrees to undertake all actions required by
2 the terms and conditions of this Decree and not to contest
3 state jurisdiction regarding this Decree. No change in
4 Defendant's ownership or corporate status shall alter the
5 responsibility of the Defendant under this Decree. Defendant
6 shall provide a copy of this Decree to each of its agents,
7 including all contractors and subcontractors retained to
8 perform work contemplated by this Decree, and shall condition
9 any contract for such work on compliance with this Decree.

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11 III.

12 DEFINITIONS

13 Unless otherwise specified, the definitions set forth in
14 ch. 70.105 RCW, ch. 90.48 RCW, and ch. 70.105B RCW shall
15 control the meaning of the terms used in this Consent Decree.

16 IV.

17 STATEMENT OF FACTS

18 A. Site History and Description

19 PACCAR Inc, a Delaware corporation, manufactures heavy
20 equipment at several facilities in the United States and
21 overseas. PACCAR operates three industrial facilities in
22 Washington state, a Kenworth truck assembly plant in Seattle, a
23 truck research and development technical center in Mount
24 Vernon, and the PACCAR Defense Systems ("PDS") facility located
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1 at 1400 North Fourth Street in Renton. In addition, PACCAR's
2 corporate headquarters are located in Bellevue, Washington.

3 PACCAR and its predecessors have operated on portions of
4 the Renton site (the "site") since 1907, except for a period
5 from 1924 through 1934 when the facility was owned and operated
6 by American Car and Foundry. The site is described in the
7 attached legal description (Exhibit A). Increasing portions of
8 the site were used by PACCAR's division, Pacific Car and
9 Foundry Company, until 1984 as a foundry and for the
10 manufacture of rail cars, winches, and military equipment.
11 Recently the site was operated by PACCAR's PDS division as a
12 foundry and for the manufacture of military and industrial
13 equipment. PACCAR intends to shut-down the PDS manufacturing
14 operation by September of 1988. PACCAR has proposed relocating
15 its Seattle Kenworth truck assembly plant to the Renton site.
16 Current plans include construction of a large building (ini-
17 tially 400,000 to 600,000 square feet with a maximum build-out
18 of 720,000 to 800,000 square feet) within the central area of
19 the site. Building construction, including soil remediation,
20 is presently scheduled to begin during late spring of 1989,
21 although existing building demolition and selected soil
22 remediation may commence during 1988.

1 B. Site Conditions; Sampling and Analysis

2 Data have been collected by PACCAR and several consultants
3 to evaluate soil and groundwater quality conditions beneath the
4 facility. The database on the site conditions includes: eight
5 geotechnical reports completed between August 1961 and May 30,
6 1984 (referenced in Hart Crowser, Site Assessment, Soil and
7 Groundwater Quality, PACCAR Facility, Renton, Washington
8 [1986]), a study by PACCAR to confirm the areal extent and
9 quality of fill materials located within the north half of the
10 site (HNTB, Field Investigation, Soil Contamination Study,
11 Pacific Car and Foundry Company, Renton, Washington [Applied
12 Geotechnology, Inc. 1984]), and a sampling of soil and
13 groundwater by EPA's contractor, Ecology & Environment, both
14 on-site and at the Renton well field during early 1986 (EPA,
15 Site Inspection Report of Pacific Car & Foundry Company,
16 Renton, Washington [TDD RIO-8510-11B 1986]). In addition to
17 field testing, two additional sampling rounds were completed by
18 Applied Geotechnology, Inc. in December 1984 and July 1985.
19 During the summer of 1986, a sampling and analysis program
20 (completed by Landau Associates, Inc.) was conducted to assess
21 the site conditions pursuant to a real estate purchase and sale
22 agreement. This latter work consisted of a soil and
23 groundwater sampling program developed for the site based on
24 the findings of previous work, interviews with past PACCAR
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1 employees, and review of historical aerial photographs. The
2 results of this and the previously completed work are
3 summarized in Hart Crowser, Inc. Site Assessment Report (1986),
4 which has been submitted to both Ecology and the U.S.
5 Environmental Protection Agency (EPA).
6

7 The City of Renton (using the consulting firm of CH2M
8 Hill) is conducting an aquifer protection study of the aquifer
9 which supplies groundwater to production wells located 1,700 or
10 more feet south and southwest of the site. As part of the
11 Renton study several monitoring wells were installed between
12 the well field and the site. Water level measurements and
13 water quality data are available from these wells. This work
14 is summarized in three reports prepared by CH2M Hill (1986a,
15 1986b, and 1988).
16

17 Hart Crowser, Inc. under contract to PACCAR is evaluating
18 groundwater flow direction in the vicinity of the site. Work
19 completed through August 1987 is documented in their report
20 dated October 5, 1987 (Hart Crowser 1987). Water level
21 measurements were obtained monthly through August 1987,
22 bi-monthly through June of 1988, and quarterly thereafter as
23 part of the proposed RI/FS work plan.
24

25 During the Autumn of 1987, selected site remediation was
26 completed under Ecology's supervision in the vicinity of
monitoring well LW-11 and soil boring LB-24, including

1 excavation and removal of contaminated soil. The extent of
2 contamination within the LW-11 area was greater than had been
3 anticipated prior to excavation. The soil contamination
4 resulted from spills and leaks of petroleum-hydrocarbons (fuel
5 oil). Some petroleum-contaminated soil remains on the site
6 which will be assessed as part of the RI/FS.

7 Additional soils contaminated with fuels were discovered
8 in the vicinity of LW-10 during repair of a water pipe in 1987.
9 This area will also be addressed as part of the RI/FS.

10 The previously completed sampling and analysis work
11 indicate that several metals and organic compounds exceed
12 federal water quality standards beneath the site. While the
13 extent of groundwater and soil contamination has not been fully
14 identified, the parties believe, based on the currently
15 available data, that any risk to the Renton well-field is
16 remote.

17 C. Conclusion

18 Based on the above facts, Ecology has determined that the
19 release or potential release of hazardous substances from the
20 Renton site requires remedial investigation to determine the
21 nature and extent of the contamination at the site, to consider
22 alternatives for remedying the contamination and, potentially,
23 to implement remedial action for such problems. This Decree
24 sets forth measures necessary to insure the protection of
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1 public health, welfare and the environment. Ecology has
2 determined that PACCAR is a potentially liable party for
3 purposes of implementing these actions as described below.
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5 V.

6 WORK TO BE PERFORMED

7 This Consent Decree contains a program designed to protect
8 the public health and welfare and the environment from the
9 known release, or threatened releases, of hazardous substances
10 and pollutants at, on, or from the site. The work to be
11 performed by the Defendant is set forth in Exhibit B. Exhibit
12 B is made an integral and enforceable part of this Consent
13 Decree. The term "Consent Decree" shall include the work to be
14 performed under Exhibit B whenever used in this document.
15 Except where performance by another party is expressly provided
16 in Exhibit B, the Defendant commits to implement the require-
17 ments of the work plan.

18 All changes to the work plan, if any, will be documented.
19 PACCAR or its representative will contact Ecology to propose
20 any changes to the work plan. Initial contact and approval may
21 be accomplished either verbally or in writing. Proposals for
22 work plan changes must include justification for the changes
23 proposed. If initial contact is verbal, both PACCAR's request
24 and Ecology's approval or disapproval must be documented in
25 writing. Any disagreement shall be addressed through the
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1 dispute resolution procedures described in Section XIII of this
2 Decree.

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4 VI.

5 DESIGNATED PROJECT COORDINATORS

6 On or before the entry of this Decree, Ecology and Defen-
7 dant shall each designate a project coordinator. Each project
8 coordinator shall be responsible for overseeing the implementa-
9 tion of this Decree. The Ecology project coordinator will be
10 Ecology's designated representative at the Site. To the
11 maximum extent possible, communications between Ecology and the
12 Defendant and all documents, including reports, approvals, and
13 other correspondence concerning the activities performed
14 pursuant to the terms and conditions of this Decree, shall be
15 directed through the project coordinators. The project coordi-
16 nators may designate working level staff contacts for all or
17 portions of the implementation of the remedial work required by
18 this Decree.

19 Any party may change its respective project coordinator.
20 To the extent possible, written notification shall be given to
21 the other party, in writing, at least ten (10) calendar days
22 prior to the change.

23 The project coordinator for Ecology is Lynn Cashion. The
24 project coordinator for PACCAR is Robert K. Butler.
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2 VII.

3 PERFORMANCE

4 All work performed pursuant to this Decree shall be under
5 the direction and supervision, as necessary, of an Ecology-
6 approved professional engineer, qualified hydrogeologist, or
7 equivalent, with experience and expertise in hazardous waste
8 site investigation and cleanup. For all purposes of this
9 Decree, Hart Crowser is approved as having these
10 qualifications.

11 VIII.

12 ACCESS

13 Ecology or any Ecology authorized representative shall
14 have the authority to enter and freely move about all property
15 at the Site at all reasonable times for the purposes of, inter
16 alia: inspecting records, operation logs, and contracts
17 related to the work being performed pursuant to this Decree;
18 reviewing the progress in carrying out the terms of this
19 Decree; conducting such tests or collecting samples as Ecology
20 or the project coordinator may deem necessary; using a camera,
21 sound recording, or other documentary type equipment to record
22 work done pursuant to this Decree; and verifying the data
23 submitted to Ecology by the Defendant. In the event that
24 neither Defendant's project coordinator nor an employee of
25 Defendant's consultants is present on the site, or in the event

1 Ecology wishes to conduct sampling, Ecology will, except in
2 emergency situations, provide Defendant's project coordinator
3 with three (3) days' notice prior to entering the site.
4 Ecology shall split any samples taken during an inspection
5 unless the Defendant fails to make available a representative
6 for the purpose of splitting samples. All parties with access
7 to the Site pursuant to this paragraph shall comply with
8 reasonable health and safety requirements. The Defendant shall
9 allow such persons to inspect and copy all records, files,
10 photographs, documents, and other writings including all
11 sampling and monitoring data, in any way pertaining to work
12 undertaken pursuant to this Decree.

13 The foregoing paragraph notwithstanding, the parties agree
14 that Ecology shall not have access to privileged material and
15 that, to the extent permitted by law, Ecology will maintain the
16 confidentiality of proprietary information which shall be
17 subject to Ecology access.

18 IX.

19 SAMPLING, DATA REPORTING AND AVAILABILITY

20 The Defendant shall make the results of all sampling,
21 laboratory reports, and/or test results generated by them, or
22 on their behalf, with respect to the implementation of this
23 Decree available to Ecology and shall submit these results in
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1 interim or final reports submitted in accordance with the
2 provisions of the work plan (Exhibit B).

3 At the request of Ecology, the Defendant shall allow split
4 or duplicate samples to be taken by Ecology and/or its author-
5 ized representatives of any samples collected by the Defendant
6 pursuant to the implementation of this Decree. Except in the
7 event of an emergency, the Defendant shall notify Ecology five
8 (5) working days in advance of any sample collection activity.
9 Ecology shall allow split or duplicate samples to be taken by
10 the Defendant, or its authorized representatives, of any
11 samples collected by Ecology pursuant to the implementation of
12 this Decree. Except in the event of an emergency, Ecology
13 shall notify the Defendant three (3) working days prior to
14 conducting any sample collection activity.

15 X.

16 PROGRESS REPORTS

17 Defendant shall submit to Ecology brief written monthly
18 progress reports which describe the actions it has taken during
19 the previous month to implement the requirements of this
20 Decree. Progress reports shall also describe the activities
21 scheduled to be taken during the next month. All progress
22 reports shall be submitted by the tenth (10th) day of the month
23 in which they are due, commencing after the effective date of
24 this Decree. The progress reports shall include a detailed
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1 statement of the manner and extent to which the requirements
2 and time schedules set out in the Decree are being met. Unless
3 otherwise specified, progress reports and any other documents
4 submitted pursuant to this Decree shall be sent by certified
5 mail, return-receipt requested, to Ecology's project
6 coordinator at the following:

7 Lynn Cashion
8 Northwest Regional Office
9 Department of Ecology
4350 - 150th Avenue, N.E.
Redmond, Washington 98052-5301

10 XI.

11 RETENTION OF RECORDS

12 Defendant shall preserve, during the pendency of this
13 Decree and for ten (10) years from the date of completion of
14 the work plan, all records, reports, documents, and underlying
15 data in its possession relevant to the implementation of this
16 Decree and shall insert in contracts with project contractors a
17 similar records retention requirement. Upon request of
18 Ecology, Defendant shall make all non-privileged, non-archived
19 records available to Ecology and allow access for review. All
20 non-privileged, archived records shall be made available to
21 Ecology within a reasonable period of time. Ecology agrees, to
22 the extent permitted by law, to maintain the confidentiality of
23 any proprietary information requested.

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2 XII.

3 TRANSFER OF INTEREST IN PROPERTY

4 No voluntary or involuntary conveyance or relinquishment
5 of title, easement, leasehold, or other interest in any portion
6 of the Site shall be consummated without provision for contin-
7 ued operation and maintenance of any containment system,
8 treatment system, and monitoring system installed or imple-
9 mented pursuant to this Decree.

10 Upon entry of this Decree, and to the extent Defendant is
11 the owner of the real property on which a release of a signifi-
12 cant quantity of a hazardous substance has occurred, Defendant
13 shall place a notice in the records of real property kept by
14 the county auditor consistent with RCW 70.105B.160. Prior to
15 transfer of any legal or equitable interest in all or any
16 portion of the property, Defendant shall serve a copy of this
17 Decree and a written statement pursuant to RCW 70.105B.160(4)
18 upon any prospective purchaser, lessee, transferee, assignee,
19 or other successor in interest of the property; and, at least
20 thirty (30) days prior to any transfer, Defendant shall notify
21 Ecology of said contemplated transfer.

22 XIII.

23 RESOLUTION OF DISPUTES

24 If Defendant objects to any Ecology disapproval, proposed
25 modification, or decision made pursuant to this Decree, it
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1 shall notify Ecology in writing of its objections within
2 fourteen (14) calendar days of receipt of such notice. There-
3 after, the parties shall confer in an effort to resolve the
4 dispute. If agreement cannot be reached on the dispute within
5 fourteen (14) calendar days after receipt by Ecology of such
6 objections, Ecology shall promptly provide a written statement
7 of its decision to Defendant.
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9 If Ecology's final written decision is unacceptable to
10 Defendant, Defendant has the right to submit the dispute to the
11 Court for resolution. The parties agree that one judge should
12 retain jurisdiction over this case and shall, as necessary,
13 resolve any dispute arising under this Decree. In the event
14 Defendant presents an issue to the Court for review, the Court
15 shall review the action or decision of Ecology on the basis of
16 whether such action or decision was arbitrary and capricious
17 and render a decision based on such standard of review.

18 Ecology and Defendant agree to only utilize the dispute resolu-
19 tion process in good faith and agree to expedite, to the extent
20 possible, the dispute resolution process whenever it is used.
21 Where either party utilizes the dispute resolution in bad faith
22 or for purposes of delay, the other party may seek sanctions.

23 Implementation of these dispute resolution procedures
24 shall not provide a basis for delay of any activities required
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1 in this Decree, unless Ecology agrees in writing to a schedule
2 extension or the Court so orders.

3 XIV.

4 AMENDMENT OF CONSENT DECREE

5 This Decree may only be amended by a written stipulation
6 between the parties, entered by the Court, or by Court order.
7 Such amendment shall become effective upon entry by the Court.
8 Agreement to amend shall not be unreasonably withheld by any
9 party to the Decree. The parties shall amend the Decree if
10 required by RCW 70.105B.080(9).

11 Defendant shall submit any request for an amendment to
12 Ecology for approval. Ecology shall indicate its approval or
13 disapproval within fifteen (15) working days after the request
14 for amendment is received. Reasons for the disapproval shall
15 be stated in writing. If Ecology does not agree to any
16 proposed amendment, the disagreement may be addressed through
17 the dispute resolution procedures described in Section XIII of
18 this Decree.

19 No guidance, suggestions, or comments by Ecology will be
20 construed as relieving Defendant of its obligation to obtain
21 formal approval as may be required by this Decree. No verbal
22 communication by Ecology shall relieve Defendant of the obliga-
23 tions specified herein.

1 Ecology shall notify Defendant in writing of any Ecology
2 proposed amendment and the basis for such proposal. Defendant
3 shall thereafter comply with such modifications, or if it does
4 not agree with those modifications, the disagreement shall be
5 addressed through the dispute resolution procedures described
6 in Section XIII of this Decree.

7 XV.

8 ENDANGERMENT

9 In the event Ecology determines or concurs in a determina-
10 tion by another local, state, or federal agency that activities
11 implementing or in noncompliance with this Decree, or any other
12 circumstances or activities, are creating or have the potential
13 to create a danger to the health or welfare of the people on
14 the Site or in the surrounding area or to the environment,
15 Ecology may order Defendant to stop further implementation of
16 this Decree for such period of time as needed to abate the
17 danger or may petition the Court for an order, as appropriate.
18 During any stoppage of work under this section, the obligations
19 of Defendant with respect to the work ordered to be stopped
20 shall be suspended and the time periods for performance of that
21 work, as well as the time period for any other work dependent
22 upon the work which is stopped, shall be extended, pursuant to
23 Section XIV of this Decree, for such period of time as Ecology
24 determines is reasonable under the circumstances.

1 In the event Defendant determines that activities under-
2 taken in furtherance of this Decree or any other circumstances
3 or activities are creating a danger to the health and welfare
4 of people on the site or in the surrounding area or to the
5 environment, Defendant may stop implementation of this Decree
6 for such periods of time necessary for Ecology to evaluate the
7 situation and determine whether Defendant should proceed with
8 implementation of the Decree or whether the work stoppage
9 should be continued until the danger is abated. Defendant
10 shall notify either Ecology field personnel on-site or the
11 project coordinator as soon as is possible, but no later than
12 twenty-four (24) hours after such stoppage of work, and provide
13 Ecology with documentation of its analysis in reaching this
14 determination. If Ecology disagrees with Defendant's
15 determination, it may order Defendant to resume implementation
16 of this Decree. If Ecology concurs in the work stoppage,
17 Defendant's obligations shall be suspended and the time period
18 for performance of that work, as well as the time period for
19 any other work dependent upon the work which was stopped, shall
20 be extended, pursuant to Section XIV of this Decree, for such
21 period of time as Ecology determines is reasonable under the
22 circumstances. Any disagreements pursuant to this clause shall
23 be resolved through the dispute resolution procedures in
24 Section XIII.
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2 XVI.

3 OTHER ACTIONS

4 Ecology reserves its rights to institute remedial
5 action(s) at the Site and subsequently pursue cost recovery,
6 and Ecology reserves its rights to issue orders and/or penal-
7 ties pursuant to available statutory authority under the
8 following circumstances:

9 1. Where Defendant fails to adhere to any material
10 requirement of this Decree;

11 2. In the event or upon the discovery of a release or
12 threatened release not addressed by this Decree (including the
13 incorporated work plan) which Defendant, after notice, fails to
14 address;

15 3. Upon Ecology's determination that action beyond the
16 terms of this Decree is necessary to abate an emergency situa-
17 tion which threatens the public health or welfare or the
18 environment and which Defendant, after notice, fails to
19 address; or

20 4. Upon the occurrence or discovery of a situation
21 beyond the scope of this Decree as to which Ecology would be
22 empowered to perform any remedial action or to issue an order
23 and/or penalty, or to take any other enforcement action.
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XVII.

INDEMNIFICATION

Defendant agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Defendant, its officers, employees, agents, or contractors in entering into and implementing this Decree. However, the Defendant shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action brought by third parties arising out of the acts or omissions of the State of Washington, or the employees or agents of the State, in implementing activities pursuant to this Decree.

XVIII.

COMPLIANCE WITH APPLICABLE LAWS

All actions carried out by Defendant pursuant to this Decree shall be conducted in accordance with all applicable laws and requirements, including requirements, if any, to obtain necessary permits not otherwise exempted under RCW 70.105B.250.

All facilities used by Defendant for the off-site treatment, storage, or disposal of hazardous substances removed from the site must be in compliance with the applicable requirements

1 of the Resource Conservation and Recovery Act, as amended in
2 November 1984, 42 U.S.C. 6901, et. seq.; and ch. 70.105 RCW.
3 Defendant must designate in a report to Ecology any facilities
4 that Defendant proposes to use for such off-site storage,
5 treatment, or disposal, and Ecology must give prior approval
6 for the use of such facilities.

7 XIX.

8 OVERSIGHT COSTS

9 Defendant agrees to reimburse the appropriate account of
10 the Treasury of the State of Washington, as identified by
11 Ecology, for Ecology's actual reasonable and appropriate
12 oversight costs associated with Ecology's activities relating
13 to the Site which are conducted during the implementation of
14 this Decree. Ecology will submit to Defendant a quarterly
15 summary statement of Ecology's expenses relating to the Site.
16 Within ninety (90) days of receipt of the statement, Defendant
17 shall pay into the appropriate account of the Treasury of the
18 State of Washington, as identified by Ecology, the required
19 sum.

20 Defendant further agrees to reimburse the appropriate
21 account of the Treasury of the State of Washington, within
22 ninety (90) days of receipt of a summary expense statement, for
23 Ecology's costs relating to the Site which were incurred prior
24 to the entry of this Decree. The parties acknowledge that as
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of June 30, 1988, Ecology had incurred \$3,058.14 in costs relating to the Site.

XX.

CLAIMS AGAINST THE STATE

Defendant hereby agrees that it will not seek to recover any costs accrued in implementing this Decree from the State of Washington or any of its agencies and, further, that the Defendant will make no claim against the state toxics control account or any local toxics control account for any costs incurred in implementing this Decree.

XXI.

RESERVATION OF RIGHTS

By agreeing to the entry of this Decree, the Defendant and Ecology agree to abide by its terms. While the parties believe that the recitals contained in this Decree are accurate, the execution and performance of the Decree is not, however, an admission by the Defendant of any fact or liability for any purpose other than as a foundation for the entry of this Decree. Defendant's performance under the Decree is undertaken without waiver of or prejudice to any claims or defenses whatsoever that may be asserted in the event of further administrative proceedings or litigation about or relating to the site. Nor is the execution or the performance of the

1 Decree an agreement by Defendant to take any action at the site
2 other than that described in this document.

3 XXII.

4 DURATION OF DECREE

5 This Decree shall remain in effect and the work described
6 in the Decree shall be maintained and continued until the work
7 called for by this Decree has been satisfactorily completed or
8 until Ecology and the Defendant agree in writing that the
9 Decree should be terminated and/or a Court directs that the
10 Decree be terminated.

11 XXIII.

12 EFFECTIVE DATE

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

15 XXIV.

16 PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

17 This Decree will be subject to a 30-day public notice and
18 comment period pursuant to RCW 70.105B.070(5). Ecology
19 reserves the right to withdraw or withhold its consent to the
20 proposed final Decree if the comments received by Ecology
21 disclose facts or considerations which indicate that the
22 proposed Decree is materially inappropriate, improper, or
23 inadequate.

1 If the Court withholds or withdraws its consent, this
2 Decree shall be null and void at the option of any party and
3 the accompanying Complaint shall be dismissed without costs and
4 without prejudice. In such an event, no party shall be bound
5 by the requirements of this Decree.

6 DATED this 7th day of Nov., 1988.

8 PACCAR Inc

9 By

10 R. Paul Beveridge
11 R. PAUL BEVERIDGE
12 Heller, Ehrman, White &
McAuliffe
Attorneys for PACCAR Inc

13 Date

11/4/88

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By

14 Nancy Ellison
15 NANCY ELLISON
16 Northwest Regional Manager
17 Department of Ecology

18 Date

11/4/88

19 Presented and approved by:

20 Jerry A. Ackerman
21 JERRY A. ACKERMAN
22 Assistant Attorney General
23 Attorneys for State of Washington

24 Date

11/7/88

25 This DECREE is approved and IT IS SO ORDERED this _____
26 day of _____, 1988.

SUPERIOR COURT JUDGE

PARTIAL

All those portions of the south half of Section 8 Township 22 North, Range 5 East, W.M., in the City of Renton, King County, Washington, and of Renton Farm Acreage, as recorded in Volume 13 of plats, page 37, records of said county, including vacated streets and avenues as would attach by operation of law, and of Car Works Addition to the City of Renton, as recorded in Volume 13 of plats, page 47, records of said county, including vacated streets, avenues, and alleys as would attach by operation of law, described as follows:

Commencing at the east quarter corner of said Section 8, from which point the northeast corner of said section bears $N81^{\circ}02'29"E$; thence $S89^{\circ}17'13"W$, along the north line of said south half, 1647.16 feet to an existing center of section monument; thence $S01^{\circ}02'40"W$, along the north-south center of section line of said Section 8, a distance of 60.00 feet to the southerly margin of North 8th Street, said point being on the south line of the north 10 feet of Block 1 of said Renton Farm Acreage, and the TRUE POINT OF BEGINNING; thence $S89^{\circ}17'13"W$, along the south line of the north 10 feet of said Block 1 and its westerly prolongation, 188.11 feet to a point on the west line of Block 2 of said plat; thence $S01^{\circ}05'14"W$, along said west line and its southerly prolongation, 1233.01 feet to the southwest corner of Block 3 of said plat, said point being on the easterly margin of Garden Avenue North; thence $S01^{\circ}05'14"W$, along said easterly margin, 1099.75 feet to the northwest corner of Lot 1, Block 4, of aforesaid Car Works Addition to the City of Renton; thence $S89^{\circ}23'14"E$, along the north line of said Lot 1 and its easterly prolongation 113.06 feet to the northwest corner of Lot 10 of said Block 4; thence $S01^{\circ}05'31"W$, along the west line of Lots 6, 7, 8, 9, and 10 of said Block 4, a distance of 126.95 feet to the southerly line of said Block 4; thence $S89^{\circ}23'14"E$, along the southerly line of said Block 4 and its easterly prolongation, 169.16 feet to a point on the north-south center of section line of said Section 8; thence $S89^{\circ}23'14"E$, along the south line of Block 13 and its easterly prolongation (if any) of said plat, 248.11 feet to the westerly margin of vacated Houser Way North (A.E.S. Railroad Avenue); thence $S23^{\circ}10'10"E$, along the westerly margin of said vacated Houser Way North, 159.87 feet to the westerly margin of the Burlington Northern Railroad right-of-way, said point being hereinafter referred to as Point "A" said point being on an 1133.18 foot radius circular curve to the left, from which point the center of said curve bears $S86^{\circ}19'18"W$; thence northerly, along said curve, through a central angle of $11^{\circ}51'04"$, an arc distance of 616.06 feet to a point of tangency; thence $S28^{\circ}10'20"W$ 137.10 feet to a point of tangency with an 1146.18 foot radius circular curve to the right; thence northerly, along said curve, through a central angle of $17^{\circ}19'42"$, an arc distance of 133.15 feet; thence $S79^{\circ}09'22"E$ 24.00 feet to a point on an 1116.28 foot radius circular curve to the left, from which point the center of said curve bears $S79^{\circ}09'22"E$; thence southeasterly, along said curve, through a central angle of $17^{\circ}44'42"$, an arc distance of 111.92 feet to a point of tangency; thence $S28^{\circ}15'10"E$ 132.75 feet; thence $S11^{\circ}10'10"E$ 42.40 feet to a point of tangency with a 151.98 foot radius circular curve to the left; thence southeasterly, along said curve, through a central angle of $18^{\circ}51'00"$, an arc distance of 118.66 feet to a point on the westerly margin of aforesaid vacated Houser Way North; thence $S01^{\circ}00'10"E$, along said westerly margin, 1542.65 feet to a point of tangency with a 543.60 foot radius circular curve to the left; thence northerly, along said curve and said westerly margin, through a central angle of $00^{\circ}07'34"$, an arc distance of 1.25 feet to a point on the southwesterly margin of the Burlington Northern Railroad right-of-way, said point being on a 491.78 foot radius circular curve to the left, from which point the center bears $S39^{\circ}27'18"W$; thence northeasterly, along said curve and said margin, through a central angle of $08^{\circ}17'46"$, an arc distance of 102.18 feet; thence continuing along said margin $S59^{\circ}00'00"W$ 151.23 feet to a point of tangency with a 737.01 foot radius circular curve to the right; thence northeasterly, along said curve and said margin, through a central angle of $14^{\circ}40'33"$, an arc distance of 199.22 feet to the south line of the north 60.00 feet of the south half of said Section 8; thence $S89^{\circ}17'13"W$, along said south line, 98.96 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH all that portion of said south half of Section 8 described as follows:

Commencing at aforesaid Point "A": thence S23°36'20"E, along the westerly margin of aforesaid vacated Houser Way North and aforesaid Burlington Northern right-of-way, 54.16 feet to a point of tangency with a 789.02 foot radius circular curve to the left; thence northerly, along said curve and said westerly margin and said railroad right-of-way through a central angle of 00°43'04", an arc distance of 9.88 feet to the TRUE POINT OF BEGINNING, said point being on an 1137.78 foot radius circular curve to the left, from which point the center bears S89°38'10"W; thence northerly, along said curve and said railroad right-of-way through a central angle of 12°36'25", an arc distance of 461.16 feet to a point on a 171.98 foot radius circular curve to the left, from which point the center bears S46°42'36"E; thence easterly, along said curve and said railroad right-of-way, through a central angle of 18°18'14", an arc distance of 181.16 feet to the west margin of said vacated Houser Way North; thence S01°00'20"W, along said west margin and said railroad right-of-way 57.31 feet to a point of tangency with a 789.02 foot radius circular curve to the right; thence continuing southerly, along said west margin and said curve, through a central angle of 22°06'56", an arc distance of 104.55 feet to the TRUE POINT OF BEGINNING.

Containing approximately 1 564 252 square feet or 31.8240 acres, more or less.

PARTIAL A-1

All that portion of the south half of Section 8, Township 23 North, Range 5 East, 4th N.E., in the City of Renton, King County, Washington, described as follows:

Commencing at the east quarter corner of said Section 8, from which the northeast corner of said section bears N01°02'09"E; thence N49°27'23"W, along the north line of said south half, 1647.56 feet to an existing center of section monument; thence S01°22'40"W, along the north-south center of section line of said Section 8, a distance of 60.00 feet to the southerly margin of North 6th Street, said point being on the south line of the north 60.00 feet of said south half; thence S89°27'23"E, along said south line, 187.07 feet to a point on the northeasterly margin of the Burlington Northern Railroad right-of-way and the TRUE POINT OF BEGINNING; thence continuing S89°27'23"E, along said south line, 123.49 feet to a point on the westerly margin of Houser Way North (also Railroad Avenue); thence S18°00'40"E, along said westerly margin, 82.12 feet to a point of tangency with a 343.68 foot radius circular curve to the right; thence southerly, along said curve and said westerly margin, through a central angle of 09°49'36", an arc distance of 91.22 feet to a point on the northeasterly margin of said railroad right-of-way; thence N57°49'30"W, along said northeasterly margin, 121.37 feet to the TRUE POINT OF BEGINNING.

Containing approximately 19,452 square feet or 0.4465 acres more or less.

* * * * *

Per Survey recorded under Filing No. 8712189002 on December 18, 1987 at Book 58, page 249/8A, Records of King County, Washington.

PACCAR

RECEIVED
FEB 23 1989
Superior Court Clerk

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

PACCAR INC

Defendant.

No. 88-2-22080-8

STIPULATION AND ORDER
FOR ENTRY OF CONSENT
DECREE AND ACKNOWLEDGMENT
OF NOTICE OF PRESENTATION

COME NOW the parties in the above-encaptioned matter, by
and through the undersigned counsel of record, and hereby
stipulate and agree as follows:

RECEIVED
MAR 10 1989

STIPULATION

DEPARTMENT OF ECOLOGY
NORTHWEST REGION

The parties hereby stipulate and agree that the previously
lodged Consent Decree and this Stipulation and sub-joined Order
for Entry of Consent Decree in the above-encaptioned matter will
be presented to the presiding judge, King County Superior Court,
for approval and signature on February 23, 1989, at or after
1:00 p.m. at the King County Superior Court, King County
Courthouse, Seattle, Washington.

The parties also stipulate and agree to the filing of the
February 22, 1989, Affidavit of Counsel Regarding Notice and
Public Comment (Affidavit of Jerry A. Ackerman), and its
attachments, and further stipulate to the Court's entry of the

1 Consent Decree previously lodged in this matter without the need
2 for further notice and/or hearing to the parties.

3
4 PACCAR INC

STATE OF WASHINGTON
KENNETH O. EIKENBERRY
Attorney General

5
6 By LSI
7 R. PAUL BEVERIDGE
8 Heller, Ehrman, White
& McAuliffe
9 Attorneys for PACCAR INC

By LSI
JERRY A. ACKERMAN
Assistant Attorney General
Attorneys for State
Department of Ecology

10 DATE 2/22/89

DATE 2/22/89

11
12
13
14 ORDER

15 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED,
16 pursuant to the foregoing stipulation of counsel,

17 That the Consent Decree previously lodged with this Court
18 be, and hereby is, entered as provided by the terms of said
19 Decree and ch. 70.105B RCW,

20 That any further notice and/or hearing on this matter has
21 been waived by the parties hereto, and
22
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26

1 That this Court shall retain jurisdiction to enforce the
2 terms of said Consent Decree.

3 DATED this 23 day of Feb, 1989.

4
5 STEPHEN M. GADDIS

6
7 ~~Superior Court Judge~~

8 CAPT COMM

9 Presented by:

10 KENNETH O. EIKENBERRY
Attorney General

11 By K/D. Mosich

12 for Jerry A. Ackerman
13 Assistant Attorney General
Attorneys for Plaintiff
14 State of Washington
Department of Ecology

15 DATE 2/23/89

16
17 Approved as to form and Notice
of Presentation waived:

18
19 By 151
R. PAUL BEVERIDGE

20 Heller, Ehrman, White
& McAuliffe

21 Attorneys for PACCAR INC

22 DATE 2/22/89