

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

AGREED ORDER

Most Western Limited, Inc.

No. DE 1807

TO: Mr. William F. Bonney
c/o Mr. Jon Parker
Parker, Johnson & Parker, P.S.
P.O. Box 700
Hoquiam, WA 98550-0700

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Laundry and Dry Cleaning

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Most Western Limited under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires Most Western Limited to grant Ecology access to the property located at 16th and B Street, Hoquiam, WA, (Most Western Limited Property) for the purposes of investigating and remediating releases of hazardous substances on the property. The Order also requires Most Western Limited to provide Ecology with information regarding business and remedial activities that have occurred on the Most Western Limited Property and financial information regarding the company's assets. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the authority of the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each Party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such Party to comply with the Order. Most Western Limited agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter Most Western Limited's responsibility under this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms used in this Order.

A. Site: The Site is referred to as the Most Western Laundry Site and is generally located at 16th and B Streets, Hoquiam, WA. The Site is defined by the extent of contamination

caused by the release of hazardous substances at the Site. Based upon factors currently known to Ecology, the Site is more particularly described in Exhibit A to this Order, which includes a detailed Site diagram. The Site constitutes a Facility under RCW 70.105D.020(4).

B. Parties: Refers to the State of Washington, Department of Ecology (Ecology) and Most Western Limited.

C. Potentially Liable Person (PLP): Refers to Most Western Limited.

D. Agreed Order or Order: Refers to this Order and each of the exhibits to the Order. All exhibits are integral and enforceable parts of this Order. The terms "Agreed Order" or "Order" shall include all exhibits to the Order.

E. Most Western Limited Property: Refers to the property located at 16th and B Streets, Hoquiam, WA, Grays Harbor County Assessor's Parcel No. 051407800200, and owned by Most Western Laundry & Dry Clean, otherwise known as Most Western Limited, on the effective date of this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by Most Western Limited:

A. The Grays Harbor County Assessors Office lists Most Western Laundry & Dry Cleaners, otherwise known as Most Western Limited, as the owner of the Most Western Limited property, as defined above and as described in the attached legal description, Exhibit B.

B. Most Western Limited was incorporated in 1959 under the name Hoquiam Steam Laundry & Dry Cleaning Co., Inc. Hoquiam Steam Laundry & Dry Cleaning Co., Inc. amended its name to Hoquiam Steam Laundry & Dry Cleaning, Inc. on February 7, 1959. In 1964 the name of the corporation was changed again to Most Western Laundry & Dry Cleaners, Inc. In 1990 the company name was amended to Most Western Laundry, Inc. and the company became known as Most Western Limited in 1994. For ease of reference, the company will be referred to as Most Western Limited throughout the Order.

C. Most Western Limited is an active Washington corporation with one director, Willam F. Bonney, president.

D. Most Western Limited operated a dry cleaning business located at 16th and B Streets, Hoquiam, WA, and began its industrial dry cleaning operation and generation of waste tetrachloroethylene, otherwise referred to as perchloroethylene or perc, no later than 1978. The dry cleaning operation and generation of perc ceased around 1985. However laundering services were still available after 1985.

E. In response to a complaint, Ecology inspected the Most Western Limited property on September 28, 1984. The inspection was conducted to determine whether Most Western Limited was in compliance with Chapter 173-303 WAC, the Washington State Dangerous Waste Regulations. During the inspection, Ecology found extremely high levels of perc in dry cleaning sludges that had been placed on the soil and in unlabeled containers. Stains in the area suggested a history of spills and contamination of the storm sewer and ground water. Based on this inspection, Ecology issued Order No. DE 84-622, requiring compliance with Chapter 173-303 WAC, on October 12, 1984.

F. Following issuance of Order No. DE 84-622, Ecology received another complaint and conducted a follow up inspection. During this inspection Ecology observed violations of Chapters 90.48 and 70.105 RCW. Ecology issued Penalty No. DE 84-687. Most Western Limited appealed the penalty to the Pollution Control Hearings Board. The appeal was dismissed on August 30, 1985, based on PCHB No. 85-33 Stipulation and Agreed Order of Dismissal. Most Western Limited paid Ecology \$5,000 as part of the settlement agreement.

G. During Ecology's investigations, including interviews with employees and Mike Bonney, Most Western Limited's former owner/operator, Ecology found that Most Western Limited had generated an average of 72 pounds of waste perc sludge per month over a six year period. Prior to Ecology's September 1984 inspection, the usual mode of disposal was to discard this waste into the Hoquiam City Landfill, down the storm drain, or onto the ground.

H. On May 22, 1985, Ecology issued Order No. DE 85-370, which required Most Western Limited to investigate and define existing contamination at the dry cleaning facility.

I. Most Western Limited and Ecology entered into Consent Order No. DE 86-S149 on April 24, 1987. Under the Consent Order, the parties agreed that Most Western Limited's obligations created by two previous orders would be satisfied upon completion of the activities in the Consent Order. However, the Consent Order was not entered in a court and did not settle Most Western Limited's environmental liability for the Site. Generally, the Consent Order required Most Western Limited to complete a sampling plan and schedule, and implement the plan within ten (10) days of Ecology's approval of the plan. Most Western Limited was also required to submit analytical results from the sampling and recommendations for remedial action to Ecology. Upon Ecology's approval of the recommendations, Most Western Limited was required to implement the recommended corrective action. Consent Order No. DE 86-S149 is attached as Exhibit E. Although Most Western Limited completed some investigative and remedial work on the Site, as described below, Most Western Limited never fully complied with the Consent Order.

J. Most Western Limited retained Howard Edde, Inc. to investigate the contamination on the Most Western Limited property and recommend remedial action alternatives. During Howard Edde's investigation, Ecology took split soil samples and found elevated concentrations of perc, trichloroethylene (TCE), and vinyl chloride (VC). Howard Edde, Inc. submitted its sampling report and remedial recommendations to Ecology in October 1987. This report is attached as Exhibit D.

K. On April 4, 1988, Ecology sent Most Western Limited a notice outlining remedial action requirements. Ecology required Most Western Limited to clean up soils in the vicinity of BHI, BH2, and BH12 to background levels; clean up soils in the vicinity of BH10 and BH11 to 5,000ug/kg of perc; install groundwater monitoring wells near BH1, BH6, and BH10; and conduct further sampling. See Exhibit F.

L. In June 1988, Most Western Limited conducted further sampling in the dumpster area on the Most Western Limited property. In July 1988, Most Western Limited contracted with Crowley Environmental Services, Inc. to remove contaminated soils. Most Western Limited

excavated contaminated soil from an area associated with test borings BH10 and BH11. Excavation continued until structural components of the building prevented further lateral excavation and groundwater prevented further vertical excavation. Contaminated soils from the excavation were transported to Chem Security Facility in Arlington, Oregon. Confirmation samples taken at that time indicated the continued presence of perc at the following levels: 3,600,000 ug/kg (microgram per kilogram) in the pit's west wall; 820,000 ug/kg in the bottom; 200,000 ug/kg in the south wall; 33,000 ug/kg in the north wall; and 19,000 ug/kg in the east wall.

M. Three monitoring wells were subsequently installed at locations associated with test borings BH1, BH6, and BH10. These wells extend approximately seven feet deep and were never sampled or analyzed according to Ecology records.

N. In December 1988, Ecology and Environment, Inc. completed a Screening Site Inspection on the Site under EPA Contract 68-01-7347 and Technical Directive Document No. F10-8808-19. The Screening Site Inspection report concluded that contamination remained on the Site. The report stated that the vertical extent of contamination at the Site was unknown because test boreholes were only sampled to a depth of five feet. Further, previous sampling efforts were inadequate to determine the extent of groundwater contamination. The report recommended further groundwater sampling; additional soil sampling; removal of contaminated soils; and securing the Site to lessen the potential public health threats. See Exhibit F.

O. Most Western Limited's laundry facility was destroyed in a fire in July 1994. No laundry business has been conducted on the Most Western Limited Property since the fire.

P. Ecology completed a Site Hazard Assessment (SHA) for the Site, and by letter dated August 22, 1991, informed Most Western Limited that the SHA resulted in a ranking of 1 for the Site. Ranking ranges from 1 to 5, with 1 representing the highest relative risk and 5 the lowest relative risk.

Q. The release of perc to soil and groundwater at the Site continues to constitute a threat to human health and the environment via direct contact with contaminated soils or

groundwater. The release of perc at the Site also constitutes a threat to human health and the environment via migration of contamination in groundwater to the nearby Hoquiam River.

R. Most Western Limited asserts that it does not have assets or insurance coverage to engage in a remedial investigation and feasibility study (RI/FS). Based on Ecology's investigation at this time, it is unclear if Most Western Limited has assets to do an RI/FS. Ecology is continuing to investigate the financial assets of Most Western Limited.

VI. ECOLOGY DETERMINATIONS

A. Most Western Limited is an "owner or operator" as defined in RCW 70.105D.020(12), of a "facility" as defined in RCW 70.105D.020(4) because it is the owner of property where there has been a release of tetrachloroethylene (perc), trichloroethylene (TCE), vinyl chloride (VC).

B. Based upon all factors known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(20) and RCW 70.105D.020(7), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a potentially liable person status letter to Most Western Laundry and William Bonney, as president of Most Western Laundry, dated November 22, 2004, pursuant to RCW 70.105D.040, -.020(16) and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that Most Western Laundry is a PLP under RCW 70.105D.040. Ecology notified Most Western Laundry of this determination by letter dated April 20, 2005. On February 24, 2006, Ecology sent a letter to Most Western Limited, clarifying that Most Western Limited, as the same entity as Most Western Laundry, had been named a PLP.

D. Pursuant to RCW 70.105D.030(1) and -.050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the

foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

E. Further, as stated above, based on Ecology's investigations at this time, it is unclear whether Most Western Limited is financially able to perform an RI/FS on the Site and Ecology is continuing to investigate the assets of Most Western Limited. However, while Ecology investigates the company's assets, Ecology has determined that it is in the public interest to begin remedial action on the Site based on the Site's threat to human health and the environment.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that Most Western Limited take the following remedial actions at the Site and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein:

A. Access

Most Western Limited shall provide access to Ecology, any authorized representative of Ecology, and any party or entity directed or authorized by Ecology, to all property at the Site that Most Western Limited either owns, controls, or has access rights to at all reasonable times for the purpose of investigating and remediating the release of hazardous substances at the Site. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Most Western Limited unless an emergency prevents such notice. All persons who access the Site pursuant to this paragraph shall comply with the approved health and safety plan, if any. Ecology employees and their representatives shall not be required to sign any release or waiver as a condition of Site property access.

B. Documentation

Most Western Limited shall provide Ecology with information and documentation described below in Sections VII.B.1 and VII.B.2 within sixty (60) days of the effective date of this Order. Further, Most Western Limited shall provide Ecology with any further information

Ecology may request within thirty (30) days of receipt of Ecology's request. If the information described in Sections VII.B.1 and VII.B.2, or additional information Ecology requests, is already stated in Section V of this Order, and Most Western Limited has no further information to add, Most Western Limited shall state in writing that the information has already been included in the Order and identify the paragraph(s) in Section V that contains the information.

If Most Western Limited is not able to provide the information within sixty (60) days of the effective date of this Order, or within thirty (30) days of receipt of Ecology's request for further information, Most Western Limited shall indicate this and explain why it is unable to provide the requested information and/or records. If Most Western Limited requires an extension of time to produce the requested information, Most Western Limited shall contact the Ecology site manager in writing within sixty (60) days of the effective date of this Order, or within thirty (30) days of receipt of Ecology's request for further information, and indicate what records Most Western Limited needs more time to provide, why an extension is necessary, and the length of extension required. Ecology shall grant or deny the extension within thirty (30) days of receiving the request.

1. Most Western Limited Property Information

a. Provide documentation describing the operations and/or activities that have occurred on the Most Western Limited Property during and since Most Western Limited's ownership and/or operation on the property. Explain the relationship between Most Western Limited and any operations or activities that occurred on the property. Clarify the relevant time periods for each activity.

b. Provide documentation describing remedial activity done on the Most Western Limited Property during Most Western Limited's ownership and/or operation of the property including any removal of above ground storage tanks, underground storage tanks, or other equipment and/or any other remedial actions taken. Clarify the relevant time periods for each activity as necessary.

c. Provide a copy of any written documents regarding transfer of the Most Western Limited Property, or any portion of the property, including written agreements between Most Western Limited, William Bonney, and Brandon (Mike) Bonney.

d. Provide any and all information regarding any release(s) of hazardous substances into the environment that occurred or may have occurred prior to, during, or subsequent to Most Western Limited's ownership and/or operation of the Most Western Limited Property.

e. Provide records of owners and operators of the Most Western Limited Property other than Most Western Limited. Include the dates of ownership and describe the activities that occurred on the property during the respective ownerships. Include in this description remedial action activities as well as business activities.

f. Provide the names of any person or entity that has or previously had functional control over how the Most Western Limited Property is or was managed and describe any actions taken by those entities regarding the property. Include contact information for these entities if available.

2. Most Western Limited Financial Information

a. Provide Most Western Limited's financial information including a financial statement for Most Western Limited showing net worth calculated within the last 12 months; a copy of Most Western Limited's tax returns for 2004 and 2005; and an affidavit from Most Western Limited's accountant regarding the financial status of the company.

b. Provide any records of any insurance for claims arising on Most Western Limited Property, including insurance coverage by previous owners and operators. If Most Western Limited does not believe that an insurance policy covers liability arising from releases of hazardous substances on the Most Western Limited Property explain why, including any legal basis for denying coverage, and provide documentation from the insurer that states coverage is denied.

c. Provide documentation describing William Bonney's involvement with Most Western Limited. Include his position in the company, how he became involved

with the company, the kind of work he does now for the company and the kind of work he may have done in the past for the company. Include dates in this description.

d. Provide written documentation showing who holds the shares of stock to Most Western Limited.

VIII. TERMS AND CONDITIONS OF ORDER

A. Public Notices

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.

B. Remedial Action Costs

Ecology reserves the right to recover from Most Western Limited all remedial action costs Ecology incurs during Site investigation and remediation. These costs shall include work performed by Ecology or its contractors for, or on, the Site under Chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of the Order. Pursuant to this Order and consistent with WAC 173-340-550(2), within ninety (90) days of receipt of Ecology's written request for reimbursement, Most Western Limited shall pay the required amount. Ecology's request for reimbursement shall include an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general description statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly. Pursuant to RCW 70.105D.055, Ecology also has authority to recover unreimbursed remedial action costs by filing a lien against real property subject to the remedial actions.

C. Implementation of Remedial Action

Except where necessary to abate an emergency situation, Most Western Limited shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

D. Designated Project Coordinators

The project coordinator for Ecology is:

Guy Barrett, Site Manager
Department of Ecology
Toxics Cleanup Program
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
(360) 407-7115

The project coordinator for Most Western Limited is:

William F. Bonney
300 Lawrence Drive
Hoquiam, WA 98550

The project coordinator(s) shall be responsible for overseeing the implementation of this Order. The Ecology project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Most Western Limited, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinator(s).

Ecology and Most Western Limited may change their respective project coordinator, but must provide ten (10) days advance written notification of the change to the other party.

E. Public Participation

A public participation plan is required for this Site. Ecology has developed a public participation plan in conjunction with Most Western Limited, which is included as Exhibit C. Exhibit C is incorporated by reference and is an integral and enforceable part of this Order.

Ecology shall maintain the responsibility for public participation at the Site. However, Most Western Limited shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing list, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, RI/FS reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings;

2. Notify Ecology's project coordinator prior to any of the following: the issuance of all press releases; distribution of fact sheets; performance of other outreach activities; meetings with the interested public and/or local governments. Likewise, Ecology shall notify Most Western Limited prior to the issuance of all press releases and fact sheets, and before meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by Most Western Limited that do not receive prior Ecology approval, Most Western Limited shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology;

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions, or as a presenter;

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Hoquiam City Hall
609 – 8th Street
Hoquiam, WA 98550
(360) 532-5700
- b. Hoquiam Timberland Library
420 – 7th Street
Hoquiam, WA 98550
(360) 532-1710
- c. Ecology's Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503
(360) 407-6365

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured monitoring data; remedial action plans and reports; supplemental remedial planning documents;

and all other similar documents relating to performance of the remedial action required by this Order shall be promptly placed in these repositories.

F. Retention of Records

During the pendency of this Order and for ten (10) years from the date of completion of work performed pursuant to this Order, Most Western Limited shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order. Upon request of Ecology, Most Western Limited shall make all records available to Ecology and allow access for review within a reasonable time.

G. Resolution of Disputes

1. In the event a dispute arises as to an approval, disapproval, proposed change, 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, Most Western Limited has fourteen (14) 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. Most Western Limited may then request Ecology management review of the decision. This request shall be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) days of receipt of Ecology's project coordinator's decision.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute within sixty (60) days of Most Western Limited's request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order.

H. Amendment of Order

This Order may be formally amended only by the written consent of both Ecology and Most Western Limited. Most Western Limited shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to the Order represents a substantial change, Ecology will provide additional public notice and opportunity to comment. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.G of this Order.

I. Endangerment

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

J. Reservation of Rights/No Settlement

This Order is not a settlement under Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority. Ecology will not, however, bring an action against Most Western Limited to recover remedial action costs paid to, and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against Most Western Limited regarding remedial actions required by this Order, provided Most Western Limited complies with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss

of natural resources resulting from the release or threatened release of hazardous substances at the Site.

K. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Most Western Limited without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to Most Western Limited's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, Most Western Limited shall serve a copy of this Order upon any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Most Western Limited shall notify Ecology of said transfer. Upon transfer of any interest, Most Western Limited shall restrict uses and activities to those consistent with this Order and notify all transferees of the restrictions on the use of the property.

L. Restrictive Covenants

If Ecology determines that a Restrictive Covenant is necessary at the Site pursuant to WAC 173-340-440(4), Most Western Limited agrees to record an Ecology approved Restrictive Covenant on the Most Western Limited Property with the office of the Grays Harbor County Auditor within ten (10) days of Ecology's written request to record a Restrictive Covenant. Most Western Limited shall not file a Restrictive Covenant absent Ecology's approval of the Restrictive Covenant. The Restrictive Covenant shall restrict future uses of the Most Western Limited Property. Most Western Limited will provide Ecology with a copy of the recorded Restrictive Covenant within thirty (30) days of the recording date.

M. Periodic Review

As remedial action, including ground water monitoring, continues at the Site, Most Western Limited agrees to provide access to Ecology, any authorized representative of Ecology, and any party or entity directed or authorized by Ecology, to all property at the Site that Most

Western Limited either owns, controls, or has access rights to at all reasonable times for the purpose of reviewing the progress of remedial action at the Site. At least every five (5) years after the initiation of cleanup action at the Site the Parties shall meet to discuss the status of the Site and the need, if any, for further remedial action at the Site. Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

N. Indemnification

Most Western Limited 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 Most Western Limited, its officers, employees, agents, or contractors in entering into and implementing this Order. However, Most Western Limited shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in implementing the activities pursuant to this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon Most Western Limited's receipt of written notification from Ecology that Most Western Limited has completed the remedial activity required by this Order, as amended by any modifications, and that Most Western Limited has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

- A. The Attorney General may bring an action to enforce this Order in a state or federal court.
- B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for remedial actions and orders related to the Site.

C. In the event Most Western Limited refuses, without sufficient cause, to comply with any term of this Order, Most Western Limited will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply; and
2. Civil penalties of up to \$25,000 per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____

MOST WESTERN LIMITED

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

William F. Bonney
President
Most Western Limited

Rebecca S. Lawson, P.E.
Regional Section Manager
Toxics Cleanup Program
Southwest Regional Office