

**BEFORE THE DIRECTOR OF THE ARIZONA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

State of Arizona,  
Misael Cabrera, Director, Arizona  
Department of Environmental Quality,

and

**Haskell Linen Supply**

---

No:

**ADMINISTRATIVE  
SETTLEMENT PURSUANT  
TO A.R.S. §§ 49-287.05, 292**

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## I. RECITALS

- A. The State of Arizona, on behalf of the Director of the Arizona Department of Environmental Quality (“ADEQ”), and pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“CERCLA”) and the Water Quality Assurance Revolving Fund, A.R.S. § 49-281 *et seq.* (“WQARF”), seeks to enter into this Administrative Settlement Agreement (“Agreement”), pursuant to A.R.S. § 49-292, with **Haskell Linen Supply**, an inactive corporation and previously licensed to do business in Arizona (“Settlor” or “Haskell”), relating to Settlor’s alleged liability for releases and threatened releases of hazardous substances at or from the Facility (as defined in Section IV, paragraph 14 below) relating to the site known as the Park Euclid WQARF Site (“Site”).
- B. ADEQ placed the Site on the WQARF Registry on April 23, 1999.
- C. On August 17, 2015, the Governor of the State of Arizona designated Misael Cabrera as Director of the ADEQ, and on August 31, 2015, designated Mr. Cabrera as the Natural Resource Trustee for the State of Arizona pursuant to CERCLA, 42 U.S.C. § 9607(f)(2)(B). Pursuant to A.R.S. § 49-292, Director Cabrera is authorized to execute and enter into this Agreement to resolve and settle Settlor’s alleged liability.
- D. Pursuant to CERCLA, 42 U.S.C. § 9601(9) and WQARF, A.R.S. §49-281, Settlor was the owner and operator at the property located at 299 and 301 South Park Avenue, Tucson, Arizona, 85719-6131, where releases or threatened releases of hazardous substances are alleged to have occurred related to the Site, which would make the Settlor responsible parties under CERCLA 42 U.S.C. §9607(a) and WQARF, A.R.S. §49-283.
- E. ADEQ commenced a remedial investigation pursuant to Arizona Administrative Code (A.A.C.) R18-16-406. In the course of conducting the remedial investigation, ADEQ developed Remedial Objectives for the Site as set forth in the Remedial Objectives

Report dated April 15, 2008. ADEQ subsequently issued a Final Remedial Investigation Report dated November 15, 2011.

- F. Mission and Haskell entered into an Agreement to Conduct Work with ADEQ on July 16, 2010 pursuant to which Mission and Haskell, collectively known as the Park-Euclid Working Group, among other things, performed a feasibility study pursuant to A.A.C. R18-16-407. The Park-Euclid Working Group issued a final Feasibility Study Report dated October 18, 2017 that was approved by ADEQ on November 14, 2017.
- G. The Park-Euclid Working Group thereafter prepared a proposed remedial action plan ("PRAP") pursuant to A.A.C. R18-16-408 dated May 22, 2020 that was approved by ADEQ on June 4, 2020. On June 25, 2020 ADEQ issued a notice pursuant to A.R.S. §49-287.04 of the PRAP to Mission and Haskell and also issued the PRAP for public comment on June 29, 2020.
- H. On June 29, 2021, ADEQ issued the Record of Decision for the Park Euclid Site pursuant to A.R.S. 49-287.04.
- I. Mission Linen Supply, a California corporation ("Mission") has also been identified as a Potential Responsible Party for the alleged unpermitted release.
- J. ADEQ issued the Notice of Liability Allocation pursuant to A.R.S. § 49-287.05 on July 28, 2021.
- K. ADEQ and Settlor (collectively the "Parties") have reached a settlement pursuant to A.R.S. §§ 49-287.05(A)(9) and 292.
- L. The Parties desire to establish certain rights and obligations between themselves with respect to liability for the alleged releases and threatened releases of hazardous substances at, or from, the Facility relating to the Site.
- M. The Parties agree that settlement of this matter, and entering into this Agreement, is made in good faith in an effort to avoid further expenses of protracted litigation, without any admission of any alleged liability by Settlers for any purpose.
- N. The Parties agree that this Agreement has been negotiated by the Parties in good faith

and at arms' length and that this Agreement is fair, reasonable, and in the public interest.

O. The Parties agree to be bound by the terms of this Agreement.

**NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:**

## **II. INCORPORATION OF RECITALS**

1. The Recitals are a material part of this Agreement and are incorporated herein by reference.

## **III. PURPOSE**

2. The purposes of this Agreement are as follows:
  - A. To protect the public health and welfare and the environment;
  - B. To resolve Settlor's WQARF and CERCLA liability to ADEQ for Covered Matters as defined herein by providing a covenant not to sue to Settlor;
  - C. To provide all accompanying rights and protections afforded by State or Federal law; and
  - D. To obligate Settlor to make monetary payment as described herein.
3. Settlor recognizes that while this Settlement, as of the Effective Date, will resolve its WQARF and CERCLA liability for Covered Matters, it does not resolve its liability for matters not covered by this Agreement, if such matters or liability exist.

## **IV. DEFINITIONS**

4. Unless otherwise expressly provided in this Agreement, the words and terms used in this Agreement have the meanings assigned to them under WQARF and CERCLA as of the date this Agreement becomes final. Where a conflict exists between the definition of a word or term used under WQARF and CERCLA, the definition under WQARF shall control.
5. "ADEQ" means the Arizona Department of Environmental Quality.
6. "Administrative Settlement Agreement" means this Agreement and all exhibits attached hereto. In the event of a conflict between this Agreement and any exhibit, the

Agreement shall control.

7. “Business Records” means every document and paper of every kind within Settlor’s and its employee’s, agent’s, contractor’s, and appointed and elected official’s possession, custody, or control and wherever located, including, but not limited to, documents kept in the ordinary course of business, documents obtained from third persons, operating records, financial records, and similar documents and information. “Business Records” specifically includes facts, opinions, and other data contained in documents and reports prepared by Settlor’s employees, agents, and contractors with respect to environmental conditions at the Site.

8. “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et seq. (1995), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. No. 99-499, 100 Stat. 1613 (1986), as amended from time to time, and all rules, regulations, and guidelines promulgated thereunder.

9. “Covered Matters” means any civil claim or civil cause of action as authorized by law under WQARF and CERCLA arising out of alleged releases or threatened releases of any known hazardous substance at or from the Facility relating to the Site before the Effective Date of this Agreement. “Covered Matters” does not include:

- A. Any claim arising under Settlor’s failure to comply with any term of or obligation arising out of this Agreement or any access agreement entered into pursuant to this Agreement;
- B. Any liability not expressly included within Covered Matters;
- C. Any future liability from the alleged releases or threatened releases of any known hazardous substance at or from the Facility relating to the Site if the liability arises out of conditions that are unknown to ADEQ at the time ADEQ enters into this Agreement as set forth in A.R.S. § 49-292(B);
- D. Any liability arising out of any criminal act;

E. Any liability arising under laws other than WQARF and CERCLA or arising out of the violation of any state or Federal law, rule, or regulation after the Effective Date of this Agreement;

F. Any liability arising out of the release, disposal, generation, treatment, storage, or transportation by Settlor of any hazardous substance at or from the Facility relating to the Site after the Effective Date of this Agreement or arising out of Settlor's exacerbation of any hazardous substance at or from the Facility relating to the Site after the Effective Date of this Agreement;

G. Any liability arising out of the release, disposal, generation, treatment, storage, or transportation of hazardous substances at, to, or from real property, other than the Facility, owned or operated by Settlor. This includes any hazardous substances on real property, other than the Site, at any time, or any liability, arising out of the exacerbation of any hazardous substance;

H. Any liability for any hazardous substance, other than a known hazardous substance from releases or threatened releases at or from the Facility relating to the Site before the Effective Date of this Agreement, on real property located outside of the Site boundaries, including any such substance originally located within the Site boundaries that has migrated beyond the Site boundaries.

I. Any liability for any personal injuries or property damage arising out of the release or threat of a release of a hazardous substance at or from the Facility relating to the Site; and

J. Damages to, destruction of, and/or loss of the State's natural resources, including the costs of any natural resource damage assessments.

10. "Day" means a calendar day. In computing any period of time under this Agreement, the day of the act from which the designated time period begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day

which is not a Saturday, Sunday, or legal holiday.

11. “Director” means the Director of ADEQ.

12. “Document” means all written materials, papers, audio tapes, video tapes, magnetic tapes, compact discs, computer discs, photographs, reports, electronic data, and similar items that are not subject to Settlor’s attorney-client privilege.

13. “Effective Date of this Agreement” means the date this Agreement is signed by all Parties regardless of whether a challenge is made to this Agreement.

14. “Facility”, as defined in A.R.S. § 49-281(6), means any land, building, installation, structure, equipment, device, conveyance, area, source, activity or practice located at 299 and 301 South Park Avenue, Tucson, Arizona, 85719-6131. The location of the property is attached hereto as Exhibit 1.

15. “Parties” means ADEQ and the Settlor.

16. “Remedial Actions” are those actions as defined by A.R.S. § 49-281(19) and as set forth in any approved work plan pursuant to A.R.S. § 49-282.05.

17. “Remedial Action Costs” means all costs incurred or to be incurred by any person, including ADEQ except those costs classified as non-recoverable costs by A.R.S. § 49-281(9), in responding to releases or threats of releases of hazardous substances relating to the Facility or Site.

18. “Site” means the Park Euclid WQARF Site, located in Tucson, County of Pima, Arizona, and is approximately bounded by 9th Street to the north, Highland Avenue on the east, 14th Street on the south, and Euclid Avenue to the west. As used herein, Site means and includes all areas where hazardous substances have come to be located, or will come to be located in the future, including but not limited to the full geographical areal extent of contamination as depicted on the map attached as Exhibit 2.

19. “State” means the State of Arizona and the ADEQ.

20. “WQARF” means the Water Quality Assurance Revolving Fund, A.R.S. § 49-281 et seq., as amended, and all rules, regulations, and guidelines promulgated thereunder.



## **V. SPECIFIC OBLIGATION OF SETTLORS**

21. As part of the A.R.S. § 287.05 Notice of Liability Allocation and Record of Decision, ADEQ calculated the following costs:

a. Past Costs: \$12,291,803.21

b. Future Costs: \$5,119,890.00

c. Total Remedial Costs (sum of above): \$17,411,693.80.

22. Haskell and Mission negotiated the allocation of liability prior to the A.R.S. § 49-287.05 administrative process. Haskell has agreed to an 82% allocated share and Mission has agreed to an 18% allocated of the liability for total cost of remediation.

23. Haskell's overall share of liability is \$14,277,288.92.

24. Any party who seeks settlement pursuant to A.R.S. § 49-287.05 (A)(9) is entitled to pay seventy-five percent (75%) of the total remedial costs allocated to the party.

25. Haskell Linen Supply total allocated amount with the discount is \$10,708,191.69.

26. As part of the ongoing remediation, Haskell agreed to perform Remedial Actions pursuant to A.R.S. §§ 49-282.05 and 282.06 as part of the designated Park Euclid Working Group.

27. Pursuant to A.A.C. R18-16-409, the Park Euclid Working Group claimed Remedial Actions Cost Credits and submitted invoicing for the work performed at the Site including, but not limited to, work performed pursuant to the Working Agreement to conduct remedial work.

28. At the request of Settlor, the Remedial Actions Cost Credits are applied to the final cost of Remedial Actions on a proportionate basis and at the value as specified in paragraph 22 of this agreement.

29. ADEQ reviewed the submitted claimed Remedial Actions Cost Credits pursuant to A.R.S. § 49-282.06 and A.A.C. R18-16-409.

30. After review, ADEQ approved total Remedial Actions Cost Credits in the amount of \$8,794,210.21.

31. Haskell has requested an 82% share of the Remedial Actions Cost Credits submitted by the Park Euclid Working Group pursuant to A.R.S. § 49-287.04 and approved by ADEQ, as agreed between all parties.

32. Haskell is entitled to a cost credit pursuant to A.A.C. R18-16-409 and paragraph 22 of this Agreement in the amount of \$7,211,252.37.

33. Haskell is responsible for \$3,496,939.32 (Settlement Amount”), the agreed to share of its liability after inclusion of the discount, including credit for work performed pursuant to A.A.C. R18-16-409.

34. As part of the agreed settlement amount, the parties do hereby agree that ADEQ shall grant Haskell a full and final settlement and release of all responsibility for Covered Matters as defined by paragraph 9 of this Agreement.

35. Upon completion of the thirty (30) day notice period and execution of this Agreement by ADEQ, payment shall be made as follows:

A. Settlor shall pay its settlement amount in the form of one (1) cashier’s check, certified check, or money order made payable to the “State of Arizona.” Settlor shall mail or hand-deliver the check or money order and an accompanying cover letter within thirty (30) days after the Effective Date of this Agreement to:

Arizona Department of Environmental Quality  
Attn: Accounts Receivable  
Arizona Department of Environmental Quality  
1110 W. Washington  
Phoenix, Arizona 85007

B. The check or money order shall reference this Agreement and the administrative number set forth on the title page. Any monies within the settlement designed as Future Costs pursuant to paragraph 36 shall be deposited into a site-specific account for the Site. Copies of the check or money order and all written communications with ADEQ related to this Agreement shall be delivered to:

Arizona Department of Environmental Quality  
Attn: Remedial Projects Section Manager  
1110 W. Washington  
Phoenix, Arizona 85007

36. The Parties agree that ADEQ will determine that portion of the Settlement Amount that will reimburse the State for its past costs and that portion which be used for future costs of Remedial Actions at the Site. That portion which represents past costs shall be deposited into the WQARF fund authorized under A.R.S. § 49-282 and used in any manner authorized by law. That portion which represents the future costs of Remedial Actions shall be deposited into a site specific account to be used for future Remedial Actions pursuant to A.R.S. § 49-294. The parties expressly agree that a primary goal and material provision of this Agreement is to provide the State with funds to cover future Remedial Actions at the Site.

#### **VI. NO ADMISSION OF LIABILITY**

37. The acceptance of this Settlement Agreement and the assumption of any other obligations by Settlor in this Agreement are not to be construed as an admission of liability for any purposes by Settlor, by whom liability is expressly denied. Settlor retains the right to controvert any facts or determinations in any subsequent proceedings. This Agreement shall not be offered into evidence or otherwise deemed as an admission of any facts or of the liability by Settlor in any judicial or administrative proceeding as to the facts, evidence or extent of its alleged liability with respect to Covered Matters.

#### **VII. COVENANT NOT TO SUE**

38. Settlor's assumption of the obligations under this Agreement by payment of the Settlement Amounts constitutes adequate consideration for the covenant not to sue granted to Settlor and all accompanying rights and protections afforded by State or Federal law.

39. Except as specifically provided in Section VIII ("Reservation of Rights"), the State covenants not to sue Settlor under WQARF or CERCLA based upon any claim or cause of action arising out of the Covered Matters except, as provided in A.R.S. § 49-

292(B), this covenant not to sue shall not prevent the Director from suing the Settlor concerning future liability from the release or threatened release that is the subject of this covenant if the liability arises out of conditions that are unknown to the Director at the time the Director enters into this covenant.

40. Settlor covenants not to sue the State, its agencies, department officials, employees, contractors or agents under WQARF or CERCLA based upon any claim or cause of action arising out of Covered Matters.

41. Nothing in this Agreement shall be construed as granting a covenant not to sue or release of any kind to any person who is not a party to this Agreement. This Agreement applies only to ADEQ and Settlor. The State understands that Settlor previously purchased policies of insurance that may have funded the previously noted remedial actions and further may fund settlement in this matter. This release extends to and does include any monies paid by Settlor's insurers and sureties as part of the Remedial Actions and as a part of any final settlement, if any. This Settlement Agreement does not affect in any way the liability of any other person not a party to the Agreement. Except as otherwise provided in this Agreement, the Parties reserve the right to bring an action against any person who is not a party to this Agreement.

#### **VIII. RESERVATION OF RIGHTS**

42. The covenant not to sue granted to Settlor is valid only as to Covered Matters. ADEQ expressly reserves all rights of action against Settlor with respect to matters not covered by this Agreement.

43. The Parties reserve all rights not specifically covered by this Agreement.

#### **IX. ALLOCATION OF LIABILITY**

44. As part of the ongoing Remedial Actions, Haskell and Mission agreed to apportion liability as between themselves as set forth in paragraph 22 of this Settlement Agreement. ADEQ has reviewed the current documentation and accepts the apportionment.

**XI. WITHDRAWING AND VOIDING THIS ADMINISTRATIVE SETTLEMENT AGREEMENT; EXECUTION BY ADEQ**

45. If this Agreement or any portion thereof is reversed or modified by any court, either ADEQ or Settlor may withdraw from this Agreement. ADEQ shall retain the Settlement Amount, if previously paid, and Settlor shall receive no benefit under this Agreement, except a credit equal to the Settlement Amount against any alleged WQARF or CERCLA liability Settlor may have with respect to the Site.

46. If Settlor fails to satisfy any material obligation under this Agreement, ADEQ may void this Agreement. If this Agreement is voided, ADEQ shall retain the Settlement Amount, if previously paid, and Settlor shall receive no benefit under this Agreement, except a credit equal to the Settlement Amount alleged against any WQARF or CERCLA liability the Settlor may have with respect to the Site.

47. Settlor acknowledges that ADEQ will not execute this Agreement prior to the close of the public comment period, pursuant to Section XVI.

**XII. COMPLETE AGREEMENT**

48. This Agreement and its exhibits constitute the complete settlement agreement between ADEQ and Settlor as to Covered Matters and supersedes all previous agreements or understandings, whether oral or written. Except as provided in Section XIV (“Modifications”) of this Agreement, no modification shall be made to this Settlement Agreement without prior written notification to and written approval of ADEQ and Settlor.

**XIII. BINDING EFFECT**

49. This Agreement shall apply to and be binding upon the Parties, their successors and assigns. No change in ownership or corporate status of a Settlor, including any transfer of assets or real or personal property, shall in any way alter Settlor’s obligations under this Agreement. Settlor shall provide a copy of this Agreement to each successor and assign.

50. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to any person, or be construed as a release from any claims, or cause of action, against any person not a signatory to this Agreement.

#### **XIV. MODIFICATIONS**

51. Except as otherwise provided in this Agreement, neither ADEQ nor Settlor may withdraw from or modify this Agreement after it has been signed by the Parties. After this Agreement is signed, the Parties may modify this Agreement only if the modification is in writing and signed by the Parties.

#### **XV. COOPERATION AND ACCESS TO INFORMATION**

52. Settlor shall cooperate with ADEQ and grant ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors to identifying and attempting to locate Settlor's former employees, agents, contractors, officers, directors, and appointed and elected officials who may have knowledge of facts related to the release, disposal, generation, treatment, storage, or transportation of any hazardous substance at, or from, the Facility relating to the Site. The Parties acknowledge that Settlor has not been in business since 1983 and is no longer a corporation and has no employees or Business Records. Notwithstanding the foregoing, Settlor will cooperate in all reasonable manner which shall include, but not be limited to:

A. Identifying and attempting to locate Settlor's former employees, agents, contractors, officers, directors, and appointed and elected officials who may have knowledge of facts related to the release, disposal, generation, treatment, storage, or transportation of any hazardous substance at, or from, the Facility relating to the Site and agreeing not to assert any claim of privilege or confidentiality to any fact, data, or technical opinions or conclusions regarding the conditions, releases at the Facility or the Site, how hazardous substances came to be at the Site, or liability of any person or the ability of any person to pay for or undertake Remedial Actions at the Facility or the Site;

B. Cooperating with and providing reasonable assistance to ADEQ in

connection with any investigation related to the release, disposal, generation, treatment, storage or transportation of any hazardous substance at or from the Facility relating to the Site and in preparing for any hearing, allocation, or other proceeding related to the Facility or Site;

53. Settlor represents and warrants that as of the date this Settlement Agreement is signed by Settlor, neither Settlor nor any person has or will alter, mutilate, discard, destroy, or otherwise dispose of any Business Record, Document, or other information relating to the release, disposal, generation, treatment, storage, or transportation of any hazardous substance at or from the Facility relating to the Site. For ten (10) years after the date of entry of this Agreement, Settlor shall retain and, upon request, grant ADEQ and its authorized agents, attorneys, investigators, and contractors prompt access to all such Business Records for inspection and copying in Arizona. Settlor shall maintain and preserve all such Business Records where such Business Records are normally kept. In the event ADEQ requests to inspect the Business Records, Settlor shall make them available to ADEQ. If Settlor intends to destroy or otherwise dispose of any such Business Records, Documents, or other information at any time after expiration of the ten-year retention period, Settlor shall deliver written notice of such destruction or disposal to ADEQ at least ninety (90) days prior to the date of such destruction or disposal and ADEQ shall have the right to take immediate possession of and title to all such Business Records free of charge.

54. By signing this Agreement, Settlor certifies that it will fully comply with any and all ADEQ requests for information regarding the Facility or the Site pursuant to A.R.S. § 49-288.

#### **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

55. Settlor acknowledges that prior to execution by ADEQ, notice of this Agreement shall be published in accordance with A.R.S. § 49-289.03(A)(4) and A.A.C. R18-16-301. The public comment period shall run for thirty (30) days from the date the notice of this

Agreement is published. All comments shall be submitted to, and considered by, ADEQ. ADEQ may decline to execute this Settlement Agreement after considering any public comments that indicate that this Agreement is not in the public interest.

56. Within ten (10) days of the Effective Date, Settlor shall, at its own expense, shall publish notice of this Agreement at least one (1) time in a newspaper of general circulation in the county in which the Site is located. ~~The notice shall state the material terms of this Agreement and that the entire Agreement is available for review and comment.~~ Settlor shall deliver a copy of the notice to ADEQ at least five (5) days before it is published and ADEQ may furnish the notice to any person it deems appropriate and may post it on ADEQ's web site. Settlor bears the risk that the publication is defective or otherwise insufficient.

*SM*  
*LM*  
LM

#### **XVII. NOTIFICATION**

57. Whenever notice is required to be given under this Agreement, it shall be in writing and delivered to the persons at the addresses identified below. If the notice is hand-delivered, it is deemed given and effective on the date it is received. If the notice is sent by certified mail, it is deemed given and effective on the date the return receipt is signed. If the return receipt is either not signed or signed but not dated, the notice is deemed given and effective five (5) days after the date the notice is postmarked by the United States Postal Service.

58. Notices and other written communications between the Parties related to this Agreement shall be delivered to the following persons at the following addresses:

#### **To ADEQ:**

Arizona Department of Environmental Quality  
Attn: Remedial Projects Section Manager  
1110 W. Washington  
Phoenix, Arizona 85007



**To Settlor:**

Jim Sakrison  
Slutes, Sakrison and Rogers  
4801 East Broadway Boulevard,  
Suite 301 Tucson, Arizona 85711

Copies of all such notices and other communications shall be simultaneously sent by regular first-class mail, postage prepaid, to:

**Arizona Department of Environmental Quality:**

Mary Charlson, Project Manager  
Remedial Projects Unit  
Arizona Department of Environmental Quality  
1110 W. Washington  
Phoenix, Arizona 85007

**Attorney for ADEQ:**

Rick Zeise, Esq.  
Assistant Attorney General  
Environmental Enforcement Section  
Office of the Attorney General  
2005 N. Central Avenue  
Phoenix, AZ 85004

If any Party changes its address, written notice of the change shall be delivered to the other Party.

**XVIII. GOVERNING LAW**

59. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Arizona. Proper venue for any civil action, proceeding, or arbitration arising out of this Agreement shall be Maricopa County, Arizona. To the extent required by A.R.S. § 12-1518(B) and as set forth in A.R.S. § 12-133, at the direction of the court, the Parties shall submit any breach or dispute arising out of this Agreement to arbitration pursuant to Ariz. R. Civ. P. Rules 72-77.

**XIX. FINAL AGREEMENT**

60. Upon execution of this Agreement, this Agreement shall constitute an administratively approved settlement between ADEQ and Settlor.

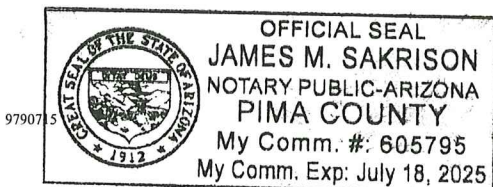
**FOR THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: *Laura L. Malone* Date: Dec 6, 2021  
Laura L. Malone, Director  
Waste Program Division

**Haskell Linen Supply, an Arizona inactive corporation**

By: *IRA A. HASKELL* Date: 9/9/21  
Its: Former President

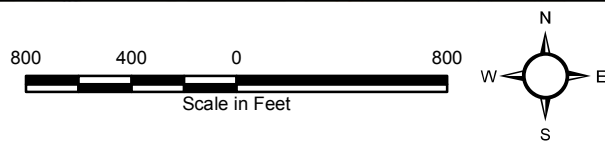
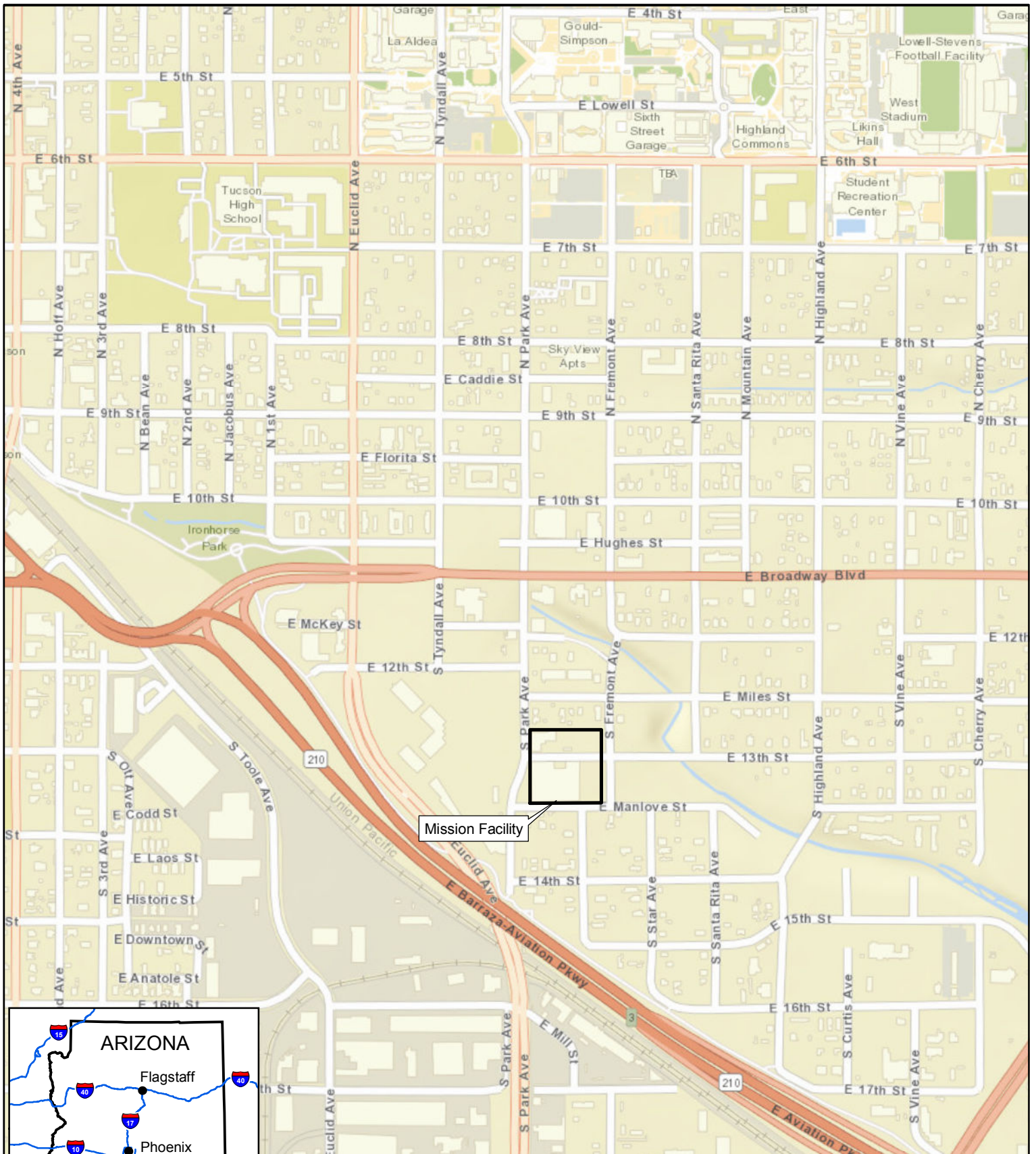
SUBSCRIBED before me this 9<sup>th</sup> day of September, 2021.



*James M. Sakrison*  
Notary Public

**EXHIBIT 1**  
**Facility Location**

\\denver\denver\DCS\Projects\ENV\_Legacy\GIS\Mission\_Line\Park\_Euclid\Projects\21Settlement\_Ex2\_StelLocation.mxd



Basemap Source: ESRI World Street Map

**URS**

FACILITY LOCATION  
299 AND 301 SOUTH PARK AVENUE  
TUCSON, ARIZONA

Project Name: Park-Euclid WQARF Site

Job No: 60560366

Date: September 2021

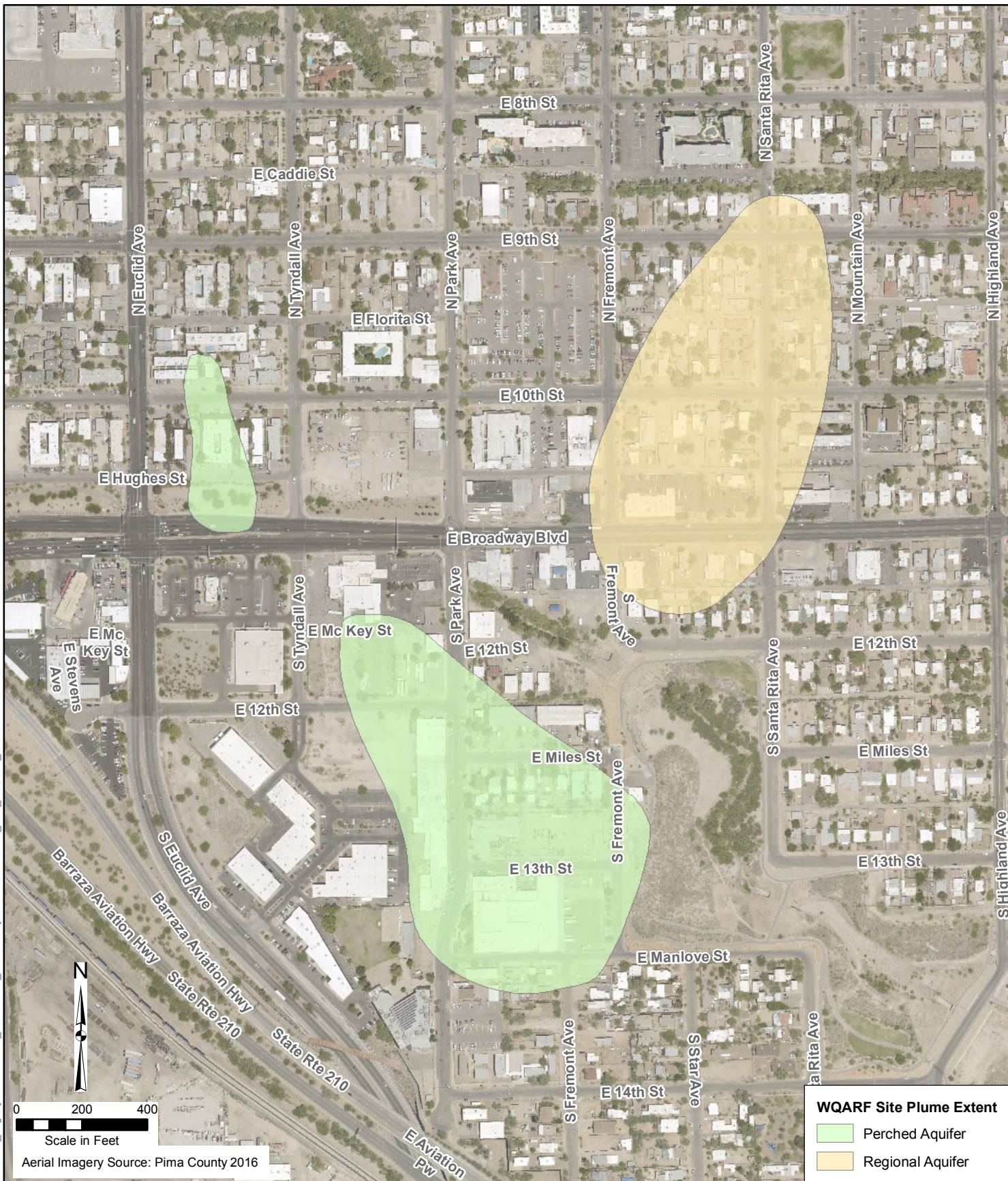
**Exhibit 2**

## **EXHIBIT 2**

### **Site Map**



\\denver\denver\DCS\Projects\ENV\Legacy\GIS\Mission\_Lines\Park\_Euclid\Projects21\Settlement\_Ext3\_WQARF\_Site.mxd



**URS**

SITE LOCATION MAP  
PARK-EUCLID WQARF SITE  
TUCSON, AIRZONA

Project Name: Park-Euclid WQARF Site

Job No: 60560366

Date: September 2021

Exhibit 3