

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

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

and

**Mission Linen Supply, a California
corporation**

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 **Mission Linen Supply, a California corporation**, licensed to do business in Arizona (“Settlor” or “Mission”), 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 is the owner and operator of 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 a responsible party under CERCLA 42 U.S.C. §9607(a) and WQARF, A.R.S. §49-283. Special Warranty Deed dated March 7, 1983, setting forth the legal description of the property, is attached as Exhibit 1.
- 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. Haskell Linen Supply (Haskell") 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 the alleged liability for 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 Settlor 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 2.

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 3.

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. Mission and Haskell 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 share of the liability for total cost of remediation.

23. Mission's overall share of liability is \$3,134,104.88.

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. Mission's total allocated amount with the discount is \$2,350,576.66.

26. As part of the ongoing remediation, Mission 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. Mission has requested an 18% 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. Mission is entitled to a cost credit pursuant to A.A.C. R18-16-409 and paragraph 21 of this Agreement in the amount of \$1,582,957.84.

33. Mission is responsible for \$767,620.82 ("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 to the following:

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

B. That Mission shall transfer the list of personal property attached hereto as Exhibit 4 upon the Effective Date of this Settlement Agreement. All such personal property shall be transferred "As Is" to ADEQ; and transferor makes no statement or representation of the condition of the any of the personal property and extends no warranties upon the transfer. ADEQ agrees to cooperate with Settlor with regard to the transfer to ADEQ of any existing operating permits required for any of the personal property identified on Exhibit 4. Such cooperation shall include, but not be limited to, the submittal by ADEQ of any notices required by applicable laws or regulations in connection with the permit transfer.

C. As part of the settlement of the matter, Mission and/or its contractors shall also transfer ownership of the wells identified in Exhibit 5 attached hereto to ADEQ. Exhibit 5 includes both the list of wells and an aerial of well location.

D. The Parties previously negotiated an Environmental Access Agreement signed July 7, 2000. That agreement is outdated and is superseded by a new Environmental

Access Agreement. Contemporaneous with this Settlement Agreement, the Parties have executed a new Environmental Access Agreement attached as Exhibit 6. ADEQ, its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors shall have the right to enter on and have access to the wells and equipment at the Facility as necessary to complete all Remedial Actions.

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. Settlor shall cooperate and act in good faith with ADEQ in performance of any Remedial Actions at the Site.

37. 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

38. 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

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

40. 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.

41. 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.

42. 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 activities 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 this 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

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

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

IX. ALLOCATION OF LIABILITY

45. 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

46. 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.

47. 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 against any alleged WQARF or CERCLA liability the Settlor may have with respect to the Site.

48. 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

49. 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. The new Environmental Access Agreement attached hereto as Exhibit 6 is incorporated into this Settlement Agreement. 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

50. 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.

51. 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

52. 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

53. Settlor shall cooperate with ADEQ and grant ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors prompt access to Settlor's non-privileged Business Records, Documents, and such 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. Settlor's cooperation shall include, but not be limited to:

- A. Making all Business Records available to ADEQ and the State;
- B. Making Settlor's current and future employees, agents, contractors, officers, directors, and appointed and elected officials who may have knowledge of relevant facts reasonably available for personal interviews by representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors of ADEQ, and waiving any objection or right of confidentiality related to the release, disposal, generation, treatment, storage, or transportation of any hazardous substance at or from the Facility relating to the Site;
- C. 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;
- D. 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;

54. Settlor represent and warrant 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. Settlers 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 intend 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.



55. 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

56. Within ten (10) days of the Effective Date, Settlor shall, at its own expense, 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~~



LM

~~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.  

57. 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.

XVII. NOTIFICATION

58. 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.

59. 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 Settlers:

Tony Mancuso
Chief Financial Officer
Mission Linen Supply
702 E. Montecito St.
Santa Barbara, California 93103

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

60. 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

61. 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
Laura L. Malone, Director
Waste Program Division

Date: Dec 6, 2021

Mission Linen Supply, a California corporation
licensed to do business in Arizona enters into this Agreement

By: Anthony Manu

Date: 9/9/2021

Its: Chief Financial Officer

SUBSCRIBED before me this See attached day of _____, 2021

Notary Public

Signature Denise Lee Williams

EXHIBITS TO THE SETTLEMENT AGREEMENT

EXHIBIT 1
Special Warranty Deed

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within instrument was filed and recorded
in DOCKET 6952 p. 926 and indexed in DEEDS

22942

Fee No.

at the request of **LAWYERS TITLE OF ARIZONA**

When recorded, mail to:

Witness my hand and official seal.

RICHARD J. KENNEDY

County Recorder

By

K. 7

Deputy Recorder

Compared

Photostated

Fee:

10-0

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, ~~XXX~~ we,
LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee,
under Trust Agreement known as Trust Number 5073-T
do hereby convey to

MISSION INDUSTRIES, a California corporation,
to the following real property situated in Pima County, Arizona:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
AS EXHIBIT "A"

The Beneficiaries thereof being:

Abigail H. Redfern; 5163 Chelsea St., La Jolla, Calif. 92037
Fletcher O. Haskell III; P.O. Box 27287; Tucson, Ariz. 85726
Roy V. Haskell; 5849 E. Burns; Tucson, Ariz. 85711
William R. Haskell; 110 Camino Miramonte; Tucson, Ariz. 85716
Ira A. Haskell; P.O. Box 27287; Tucson, Ariz. 85726
Peggy L. Haskell-Robinson; 23860 Tiara St.; Woodland Hills, Calif. 91367

SUBJECT TO: All taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated this 24th day of February, 19 83.

LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee
under Trust No. 5073-T and not otherwise,

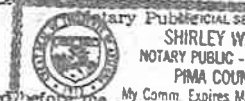
by: Joyce M. Rodda, Asst. Trust Officer

STATE OF ARIZONA
County of PIMA

ss.

This instrument was acknowledged before me
this 7th day of March, 19 83, by
Joyce M. Rodda, Asst. Trust Officer of Law-
Title of Arizona, an Arizona Corporation, as
act of such corporation, as Trustee

My Commission will expire



This instrument was acknowledged before me
this _____ day of _____, 19 _____, by

STATE OF
COUNTY OF

ss.

Lawyers Title

OF ARIZONA

6982 PAGE 926

My Commission will expire

Notary Public

PARCEL NO. 1

Lots 9, 10, 11, 12, 13, 14, 15, and 16 in Block 56 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof. EXCEPT the South 10 feet of said Lots 13, 14, 15 and 16 in Block 56; AND FURTHER EXCEPT a three-sided parcel situated in the Southeast corner of said Block 56 and being bounded on the East, by the East line of block 56; on the South, by the North line of the South 10 feet of Block 56; Northwest, by the arc of a circle of radius 40 feet, concave to the Northwest and tangent to the East and South lines of said three-sided parcel.

PARCEL NO. 2

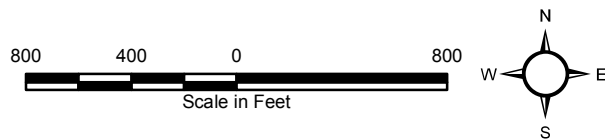
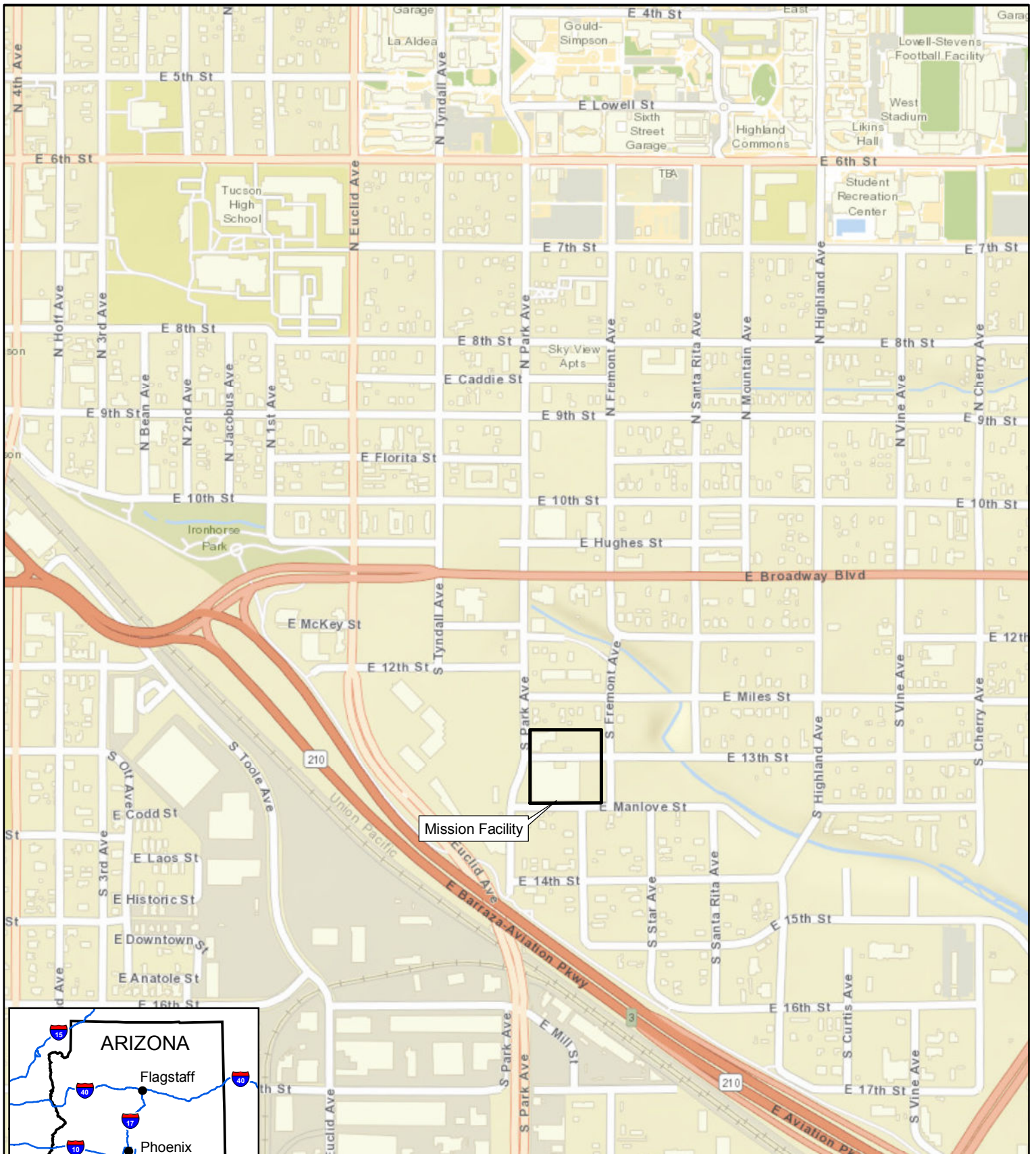
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Block 65 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof. EXCEPT therefrom those portions of Lots 7 thru 11 in Block 65 heretofore conveyed to the City of Tucson in Docket Book 1024 at page 427;

PARCEL NO. 3

Those certain parcels of land formerly constituting all of the alley ways running North and South and East and West, in Block 65 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof.

EXHIBIT 2
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

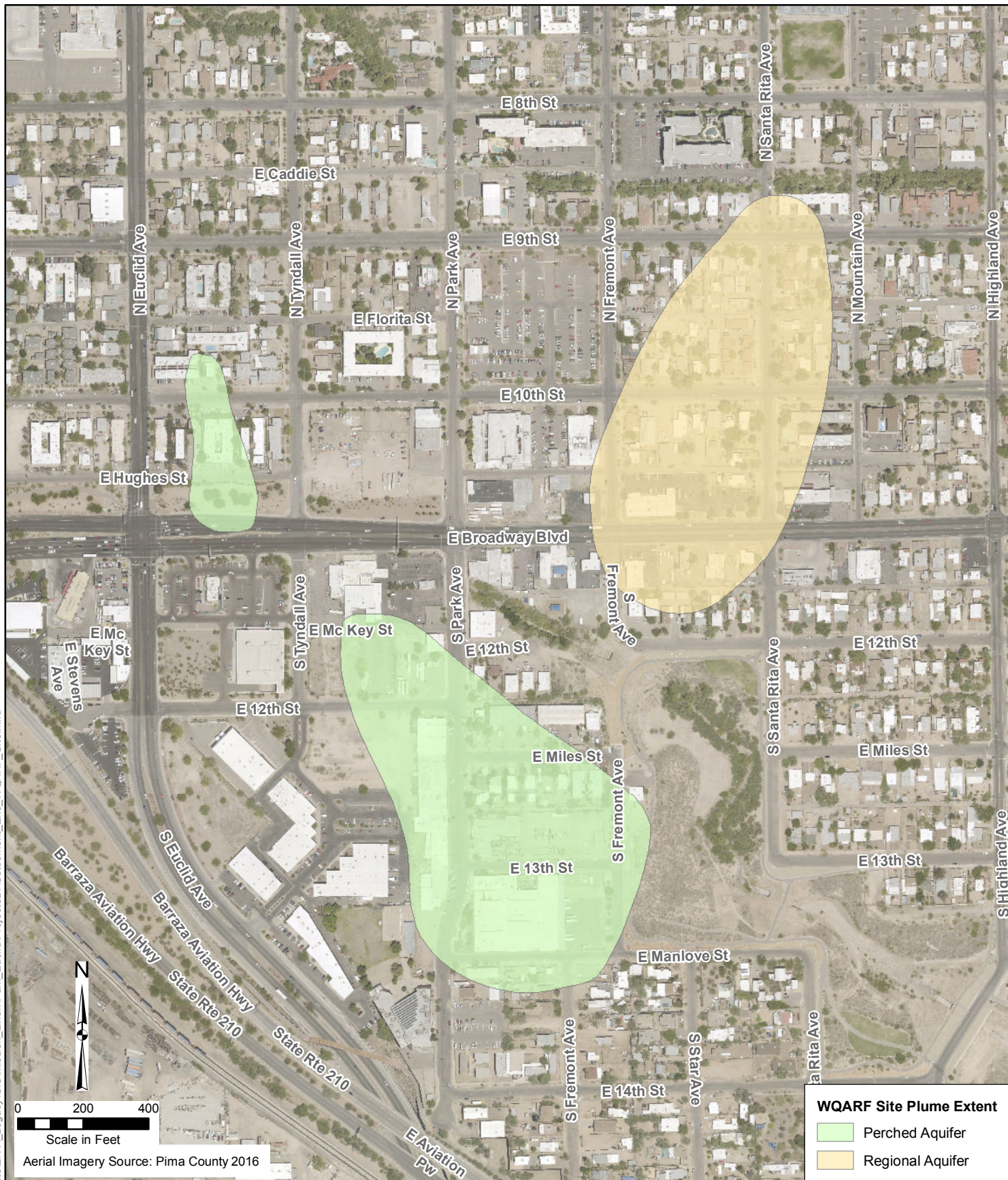
Date: September 2021

Exhibit 2

EXHIBIT 3

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

EXHIBIT 4

Transfer list of Personal Property

Quantity	Brand	Description	Model No.	Serial No.
1	Solinst	Interface Probe w/ case	122	59681
1	Solinst	Water Level Meter w/ case	101	59660
1	TSI	Velocalc	9565-P	9565p1305040
1	Dwyer	Thermo-Anemometer	471	NA
1	Ryobi	Weed Eater, Easy Edge w/ Battery	NA	NA
1	Ace Hardware	1/4 HP Submersible Pump	40317	NA
1	Scorpion	PID Meter	AX-1	NA
1	NA	Metal Storage Cabinet	NA	NA
1	NA	Plastic 4-Shelf Unit	NA	NA
2	NA	Extension Cords 75'	NA	NA
2	NA	Garden Hoses 75'	NA	NA
1	NA	Garden Cart	NA	NA
4	NA	Replacement Garden Cart Tires	NA	NA
1	Craftsman	Toolbox with Various Small Tools	NA	NA
Various	NA	Expendable GW and SV Sampling Supplies	NA	NA
4	NA	Decon 5-gal Buckets	NA	NA
5	NA	Plastic Tote Bins	NA	NA
1	NA	Plastic Garbage Can	NA	NA
1	Gast	6 hp Regenerative Blower (350 cfm)	R6P355R-50	NA
1	Falmouth Products	Catalytic Oxidizer (300 cfm)	FALCO 300	NA
Various	NA	Treatment Compound including concrete pad, control panel, moisture condensate tank, sound barriers, and various filters, etc.	NA	NA
Various	NA	Conveyance Piping (VEL-3 and PER-14A)	NA	NA
Various	Various	Electrical panel, conduit, and wiring from electrical service to treatment unit	NA	NA
1	Tucson Electric Power	Electrical Service (separate meter)	NA	NA

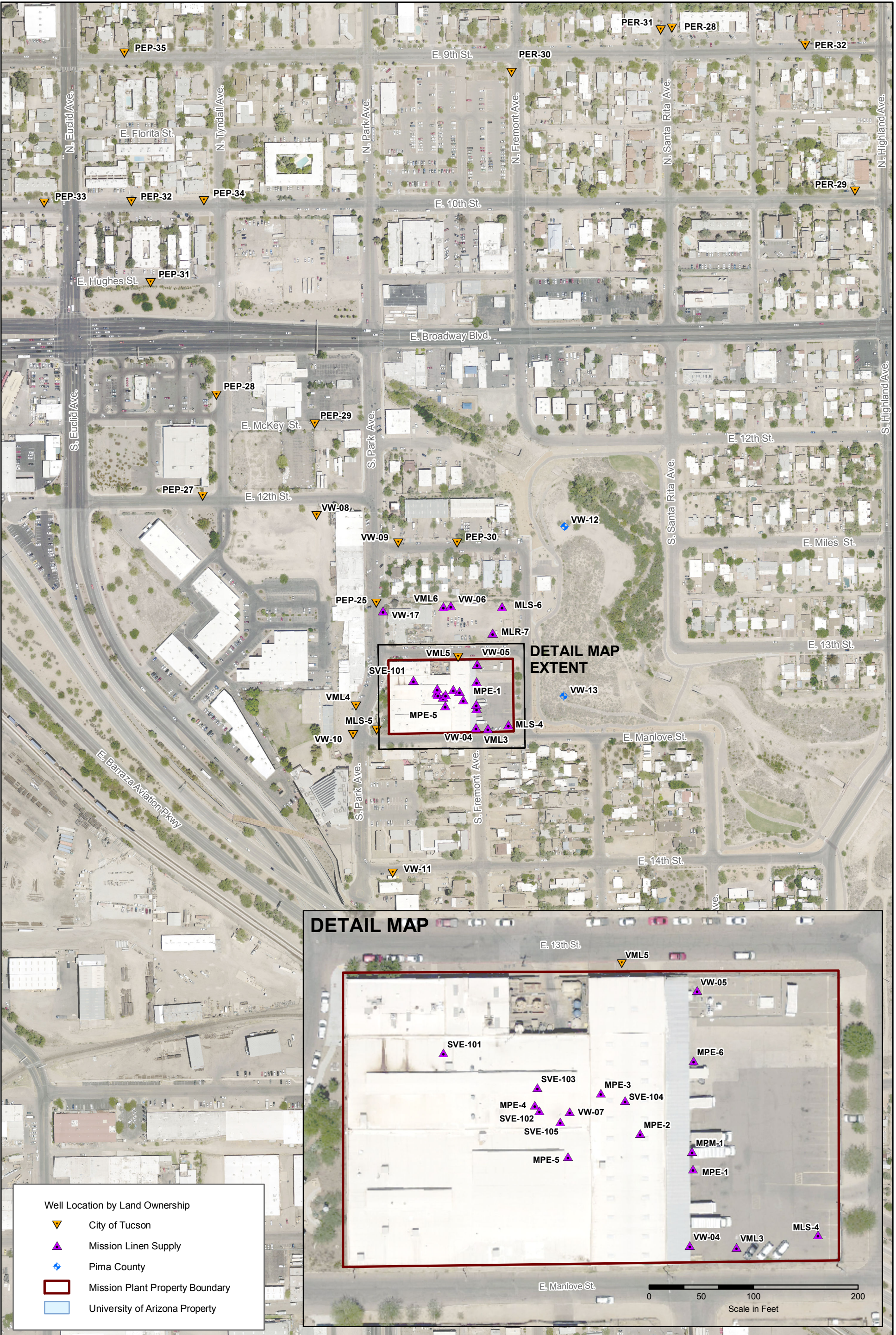
Exhibit 4

EXHIBIT 5

Transfer ownership of the wells


**Mission Linen Supply Wells
Park-Euclid WQARF Site
Tucson, Arizona**


Well Name	Installation Date	Location Type	Property Owner	Easting (SP-83/88)	Northing (SP-83/88)	ADWR Number	Latitude	Longitude
Upper Vadose Zone								
SVE-105	1/1/2004	Soil Vapor Extraction Well	Mission Linen Supply	997210.52	444427.11	NA	32.218162	-110.955616
VW-04	1/21/2003	Vapor Monitoring Well Cluster	Mission Linen Supply	997316.16	444328.61	NA	32.217889	-110.955278
VW-05	1/23/2003	Vapor Monitoring Well Cluster	Mission Linen Supply	997320.28	444533.78	NA	32.218452	-110.955258
VW-06	2/4/2003	Vapor Monitoring Well Cluster	Mission Linen Supply	997234.93	444720.29	NA	32.218967	-110.955529
VW-07	1/25/2003	Vapor Monitoring Well Cluster	Mission Linen Supply	997218.14	444435.61	NA	32.218185	-110.955591
VW-08	6/25/2014	Shallow Vapor Monitoring Point	City of Tucson	996803.66	445011.36	NA	32.219778	-110.956915
VW-09	6/25/2014	Shallow Vapor Monitoring Point	City of Tucson	997066.59	444923.66	NA	32.219530	-110.956067
VW-10	6/25/2014	Shallow Vapor Monitoring Point	City of Tucson	996921.30	444306.62	NA	32.217838	-110.956555
VW-11	6/25/2014	Shallow Vapor Monitoring Point	City of Tucson	997048.35	443860.93	NA	32.216610	-110.956157
VW-12	6/25/2014	Shallow Vapor Monitoring Point	Pima County	997601.26	444976.02	NA	32.219661	-110.954337
VW-13	6/25/2014	Shallow Vapor Monitoring Point	Pima County	997598.13	444431.31	NA	32.218164	-110.954363
VW-17	8/16/2019	Shallow Vapor Monitoring Point	Mission Linen Supply	997017.21	444704.34	NA	32.218929	-110.956233
Perched Aquifer								
MLS-4	3/26/1993	Groundwater Monitoring Well	Mission Linen Supply	997420.00	444338.07	55-538186	32.217912	-110.954942
MLS-5	3/26/1993	Groundwater Monitoring Well	City of Tucson	996997.36	444321.22	55-538187	32.217876	-110.956309
MLS-6	3/30/1993	Groundwater Monitoring Well	Mission Linen Supply	997399.98	444717.81	55-538188	32.218956	-110.954995
MPE-1	7/31/2003	Multiphase Extraction Well	Mission Linen Supply	997318.38	444389.88	55-599706	32.218057	-110.955269
MPE-2	1/8/2005	Multiphase Extraction Well	Mission Linen Supply	997275.26	444418.50	55-901208	32.218137	-110.955407
MPE-3	1/4/2005	Multiphase Extraction Well	Mission Linen Supply	997243.22	444450.67	55-901209	32.218226	-110.955510
MPE-4	12/7/2004	Multiphase Extraction Well	Mission Linen Supply	997189.87	444440.23	55-901210	32.218199	-110.955683
MPE-5	12/12/2004	Multiphase Extraction Well	Mission Linen Supply	997217.03	444399.02	55-901211	32.218085	-110.955596
MPE-6	12/1/2004	Multiphase Extraction Well	Mission Linen Supply	997317.92	444477.33	55-901212	32.218297	-110.955268
MPM-1	2/5/2003	Multiphase Extraction Well	Mission Linen Supply	997317.47	444404.25	55-595028	32.218096	-110.955271
PEP-25	6/5/2018	Groundwater Monitoring Well	City of Tucson	996995.97	444729.10	55-921732	32.218997	-110.956301
PEP-27	5/29/2018	Groundwater Monitoring Well	City of Tucson	996438.15	445072.47	55-921706	32.219955	-110.958095
PEP-28	6/2/2018	Groundwater Monitoring Well	City of Tucson	996481.92	445397.79	55-921705	32.220848	-110.957944
PEP-29	10/19/2018	Groundwater Monitoring Well	City of Tucson	996797.99	445306.51	55-922214	32.220589	-110.956925
PEP-30	6/8/2018	Groundwater Monitoring Well	City of Tucson	997255.00	444922.83	55-921733	32.219523	-110.955458
PEP-31	10/22/2018	Groundwater Monitoring Well	City of Tucson	996270.38	445759.45	55-922213	32.221847	-110.958618
PEP-32	1/30/2019	Groundwater Monitoring Well	City of Tucson	996208.20	446019.71	55-922534	32.222564	-110.958811
PEP-33	5/14/2019	Groundwater Monitoring Well	City of Tucson	995928.71	446014.56	55-922912	32.222557	-110.959715
PEP-34	5/8/2019	Groundwater Monitoring Well	City of Tucson	996442.06	446022.16	55-922910	32.222565	-110.958055
PEP-35	5/17/2019	Groundwater Monitoring Well	City of Tucson	996186.62	446497.52	55-922911	32.223878	-110.958867
SVE-101	4/4/1993	Soil Vapor Extraction Well	Mission Linen Supply	997115.57	444481.62	55-538200	32.218314	-110.955922
SVE-102	4/6/1993	Soil Vapor Extraction Well	Mission Linen Supply	997193.71	444435.84	55-538201	32.218186	-110.955670
SVE-103	4/7/1993	Soil Vapor Extraction Well	Mission Linen Supply	997191.79	444454.55	55-538202	32.218238	-110.955676
SVE-104	4/10/1993	Soil Vapor Extraction Well	Mission Linen Supply	997262.83	444444.89	55-538203	32.218210	-110.955447
Lower Vadose Zone								
VML3	4/6/2018	Vapor Monitoring Well Cluster	Mission Linen Supply	997354.10	444327.46	55-921487	32.217885	-110.955155
VML4	4/20/2018	Vapor Monitoring Well Cluster	City of Tucson	996929.98	444399.39	55-921526	32.218093	-110.956524
VML5	4/25/2018	Vapor Monitoring Well Cluster	City of Tucson	997259.19	444555.10	55-921527	32.218513	-110.955455
VML6	4/11/2018	Vapor Monitoring Well Cluster	Mission Linen Supply	997211.25	444718.12	55-921488	32.218962	-110.955606
Regional Aquifer								
MLR-7	7/17/1994	Groundwater Monitoring Well	Mission Linen Supply	997369.22	444633.98	55-543556	32.218727	-110.955097
PER-28	7/31/2014	Groundwater Monitoring Well	City of Tucson	997945.72	446577.50	55-916735	32.224054	-110.953177
PER-29	8/4/2014	Groundwater Monitoring Well	City of Tucson	998533.97	446053.69	55-916894	32.222600	-110.951290
PER-30	6/7/2018	Groundwater Monitoring Well	City of Tucson	997430.75	446435.19	55-921771	32.223676	-110.954846
PER-31	7/2/2018	Groundwater Monitoring Well	City of Tucson	997909.53	446571.72	55-921773	32.224039	-110.953294
PER-32	7/13/2018	Groundwater Monitoring Well	City of Tucson	998373.91	446523.51	55-921772	32.223895	-110.951794





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Well Location by Land Ownership

 City of Tucson

 Mission Linen Supply


 Pima County

 Mission Plant Property Boundary

 University of Arizona Property

0300600

Scale in Feet



URS

Project Name: Park-Euclid WQARF Site

Job No: 60560366

Date: June 20201

MISSION LINEN SUPPLY WELLS
PARK-EUCLID WQARF SITE
TUCSON, ARIZONA

EXHIBIT 6
Environmental Access Agreement

ENVIRONMENTAL ACCESS AGREEMENT

This Environmental Access Agreement ("Agreement") is entered into by and between Mission Linen Supply, a California corporation ("Owner" or "Mission") and the Arizona Department of Environmental Quality ("ADEQ"), an agency of the State of Arizona. Owner and ADEQ are referred to herein as the "Parties."

RECITALS

A. ADEQ has alleged that hazardous and/or regulated substances have been released on or near real property located at 299 and 301 South Park Avenue, Tucson, Arizona (the "Property"). The legal description of the Property is attached and marked "Exhibit 1." The location of the Property is shown by the Map attached and marked "Exhibit 2." The Property's tax parcel numbers are 124-12-1430 and 124-12-293A.

B. The Property is located within the Park-Euclid Water Quality Assurance Revolving Fund ("WQARF") Site (the "Site"). ADEQ placed the Site on the WQARF Registry on April 23, 1999.

C. Remedial actions have been conducted at the Site pursuant to WQARF in response to the alleged releases or threatened releases of hazardous substances including, but not limited to, a remedial investigation/feasibility study, several early response actions and preparation of a proposed remedial action plan.

D. On July 16, 2021, ADEQ issued a Record of Decision approving the final remedy for the Site. The final remedy includes certain remedial activities to be conducted on the Property (the "Remedial Activities").

E. Contemporaneous with this Agreement, ADEQ and Owner have entered into an Administrative Settlement Agreement that, among other things: 1) requires Owner to provide ADEQ access to the Property to conduct and complete the Remedial Activities; and 2) transfers ownership of certain monitoring wells, equipment and other personal property described on Exhibits 3, 4 and 5 of the Mission Settlement Agreement to be used in connection with the Remedial Activities.

F. The Parties desire to state the terms upon which ADEQ may enter upon and use the Property as necessary to conduct and complete the Remedial Activities.

AGREEMENT

The Parties covenant and agree as follows:

1. Recitals. The Recitals and Exhibits are a material part of this Agreement.
2. Warranty of Title. Owner is the only owner of, holds equitable and legal title to, and has exclusive possession of the Property. Owner has the authority to enter into this Agreement.

3. Grant of Right of Access. Owner grants to ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors the right to enter on, use, and occupy the Property for the purpose of conducting and completing the Remedial Activities including: a) performing routine sampling of groundwater wells and soil vapor monitoring wells; and b) operating and maintaining the lower vadose zone soil vapor extraction ("SVE") system. The locations of each monitoring well and the area where ADEQ will need access to operate and maintain the SVE system are depicted on the Figure attached and marked "Exhibit 5."

ADEQ's right of access is continuing. This Agreement will terminate only when ADEQ determines the Remedial Activities are completed or should be discontinued, at which time ADEQ will execute and record a document expressly terminating this Agreement. If access to the Property or any well on the Property is restricted, Owner will have any entry gate or door opened at ADEQ's request.

4. Covenant Running With the Land. This Agreement constitutes an easement and covenant running with the Property that binds Owner and its heirs, successors, tenants, and assigns. ADEQ may record this Agreement in the county where the Property is located. If Owner intends to convey any interest in the Property to a third party, Owner shall deliver a copy of this Agreement to the third party and give ADEQ written notice of the conveyance at least ten (10) days before it becomes effective. Neither Owner nor any occupant of the Property shall cause or allow any license, easement, or other encumbrance to be placed on the Property that will substantially interfere with the Remedial Activities or ADEQ's rights under this Agreement.

5. Duty of Care by Owner. Owner and its agents, employees, contractors, invitees, and guests will use reasonable efforts to avoid hindering or interfering with the Remedial Activities and shall not damage or tamper with any equipment, wells, or other property used in connection with the Remedial Activities. Owner is aware of no artificial or natural condition on the Property that may create an unreasonable risk of harm to ADEQ or its representatives, authorized agents, attorneys, investigators, consultants, advisers, and contractors.

6. Prior Notice of Activities. ADEQ will use reasonable efforts to give Owner at least three (3) days prior notice of the Remedial Activities it intends to conduct on the Property. If requested by Owner, ADEQ will provide Owner with a copy of the results of any analysis made of the samples collected on the Property.

7. Notices Required Under This Agreement. Notices from ADEQ to Owner shall be effective when given, if by telephone, to Mission's General Manager at its plant on the Property (currently Mr. Justin Vadnais) at 520-622-4811 and, if in writing, to Mr. Tony Mancuso, Chief Financial Officer, Mission Linen Supply, 702 E. Montecito Street, Santa Barbara, California 93103.

Notices from Owner to ADEQ shall be effective when given, if by telephone, to Tom Titus, Remedial Projects Unit Manager, at 602-771-0102 and, if in writing, to Tom Titus, Remedial Projects Unit Manager, ADEQ – Remedial Projects Section, 1110 West Washington Street, Suite 127 Phoenix, Arizona 85007-9973.

Notices in writing shall only be sent by hand-delivery, facsimile transmission, or certified mail. Notices given by hand-delivery are effective at the time the notice is received.

Notices given by facsimile transmission are effective twenty-four (24) hours after the transmission is confirmed, provided a copy of the notice is also sent by regular first class mail, postage prepaid. Notices given by certified mail are effective on the date the return receipt is signed and dated. If the return receipt is not dated, the notice is effective three (3) days after the date it was mailed. Notices given by telephone are effective at the time the call is received. "Days" means calendar days.

8. The Remedial Activities. ADEQ will use reasonable efforts to ensure that all Remedial Activities are conducted promptly and in a manner that minimizes any disruption of Owner's use and enjoyment of the Property. Owner may comment on the Remedial Activities and ADEQ will consider the comments in determining where, when, and how the Remedial Activities will be conducted.

9. Insurance. While this Agreement is in effect, ADEQ, as an agency of the State of Arizona, will maintain and, upon Owner's request, furnish proof of insurance or self-insurance. ADEQ will require each contractor conducting the Remedial Activities under this Agreement to be self-insured or maintain insurance (written through an insurance company licensed to do business in the State of Arizona) for the following coverages:

A. Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence and a general aggregate limit of \$1,000,000. ADEQ shall require its contractor to name Owner as an additional insured.

B. Business Automobile Liability Insurance with a minimum limit of \$1,000,000 for bodily injury and property damage.

C. Worker's Compensation Insurance up to statutory limits.

D. Errors and Omissions Liability with limits of \$1,000,000 per loss and an annual aggregate of \$3,000,000.

E. Pollution Liability (Environmental Impairment Liability) Insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 unimpaired general aggregate limit.

10. No Indemnity. Owner and ADEQ are responsible for only their own negligence in connection with the Remedial Activities conducted on the Property.

11. Damage, Well Abandonment and Equipment Removal. ADEQ will repair any material damage it causes to the Property. Notwithstanding the foregoing, prior to the completion of the Remedial Activities, ADEQ will: a) abandon the wells on the Property listed on Exhibit 3 and associated piping in accordance with applicable Arizona Department of Water Resources requirements; and b) remove from the Property the equipment used in connection with the Remedial Activities including, but not limited to, the equipment listed on Exhibit 4; and c) as may be reasonably necessary, restore the Property to its natural condition.

12. No Admission of Liability. By entering into this Agreement, Owner does not admit any liability for any contamination on the Property or in the groundwater.

13. Default. If ADEQ defaults under this Agreement and the default continues for more than ten (10) days after the effective date of Owner's written notice stating the specific nature of the default, then Owner may treat the default as a breach of this Agreement. Notwithstanding the foregoing, if ADEQ determines that the default should not or cannot be cured within the ten-day notice period, then the default shall be deemed cured if ADEQ commences efforts to cure the default within the ten-day notice period.

If Owner defaults under this Agreement and the default continues for more than ten (10) days after the effective date of ADEQ's written notice stating the specific nature of the default, then ADEQ may treat the default as a breach of this Agreement.

14. Dispute Resolution. To the extent required by A.R.S. § 12-1518(B), the Parties shall resolve any breach or dispute arising out of this Agreement by arbitration. Proper venue for any civil action, proceeding, or arbitration arising out of this Agreement shall be Maricopa County, Arizona.

15. Miscellaneous.

A. This Agreement may be canceled pursuant to A.R.S. § 38-511.

B. This Agreement shall be interpreted and enforced according to the laws of the State of Arizona.

C. This Agreement expresses the entire agreement of the Parties. No modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties.

D. This Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives.

E. ADEQ shall retain possession of the fully executed original of this Agreement, and all modifications of this Agreement, and Owner shall receive accurate copies.

F. This Agreement is effective when signed by ADEQ.

16. Reservation of Rights. ADEQ retains all access, investigative, and enforcement authority and all other rights and remedies available to it under any applicable law, statute, rule, and regulation.

Mission Linen Supply, a California corporation



Signature of Owner

Anthony Mancuso

print or type name of Owner

See attached California Jurat
This Environmental Access Agreement was subscribed and sworn to before me this ____ day of _____, 2021, by _____.

My commission expires:

ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY,
an agency of the State of Arizona, Grantee

By Tina LePage
Tina LePage (Nov 29, 2021 17:23 MST)

Tina LePage, Manager
Remedial Projects Section Manager

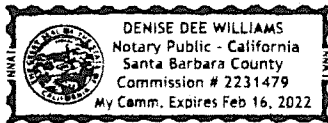
Date Nov 29, 2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

Subscribed and sworn to (or affirmed) before me on this 9th
day of September, 2021, by Anthony Mancuso

_____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Denise Dee Williams

When recorded, mail to:

Witness my hand and official seal.

RICHARD J. KENNEDY

County Recorder

By

10-7

Deputy Recorder

Compared

Photostated

Fee:

10-00

Special Warranty Deed

EXHIBIT 1

For the consideration of Ten Dollars, and other valuable considerations, ~~xxx~~ we,
LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee,
under Trust Agreement known as Trust Number 5073-T
do hereby convey to

MISSION INDUSTRIES, a California corporation,
to the following real property situated in Pima County, Arizona:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
AS EXHIBIT "A"

The Beneficiaries thereof being:

Abigail H. Redfern; 5163 Chelsea St., La Jolla, Calif. 92037
Fletcher O. Haskell III; P.O.Box 27287; Tucson, Ariz. 85726
Roy V. Haskell; 5849 E. Burns; Tucson, Ariz. 85711
William R. Haskell; 110 Camino Miramonte; Tucson, Ariz. 85716
Ira A. Haskell; P.O.Box 27287; Tucson, Ariz. 85726
Peggy L. Haskell-Robinson; 23860 Tiara St.; Woodland Hills, Calif. 91367

SUBJECT TO: All taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Dated this 24th day of February, 19 83.

LAWYERS TITLE OF ARIZONA, an Arizona corporation, as Trustee
under Trust No. 5073-T and not otherwise,

BY: Joyce M. Rodda, Asst. Trust Officer

STATE OF ARIZONA
County of PIMA

ss.

This instrument was acknowledged before me
this 7th day of March, 19 83, by
Joyce M. Rodda, Asst. Trust Officer of Lawyers
Title of Arizona, an Arizona Corporation, as the
act of such corporation, as Trustee

My Commission will expire

This instrument was acknowledged before me, My Comm. Expires May 31, 1985
this _____ day of _____, 19 _____, by

STATE OF
County of

ss.

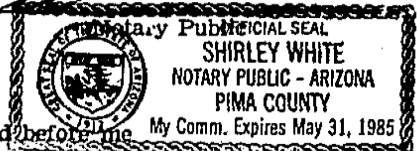


EXHIBIT "A"

PARCEL NO. 1

Lots 9, 10, 11, 12, 13, 14, 15, and 16 in Block 56 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof. EXCEPT the South 10 feet of said Lots 13, 14, 15 and 16 in Block 56; AND FURTHER EXCEPT a three-sided parcel situated in the Southeast corner of said Block 56 and being bounded on the East, by the East line of block 56; on the South, by the North line of the South 10 feet of Block 56; Northwest, by the arc of a circle of radius 40 feet, concave to the Northwest and tangent to the East and South lines of said three-sided parcel.

PARCEL NO. 2

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Block 65 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof.

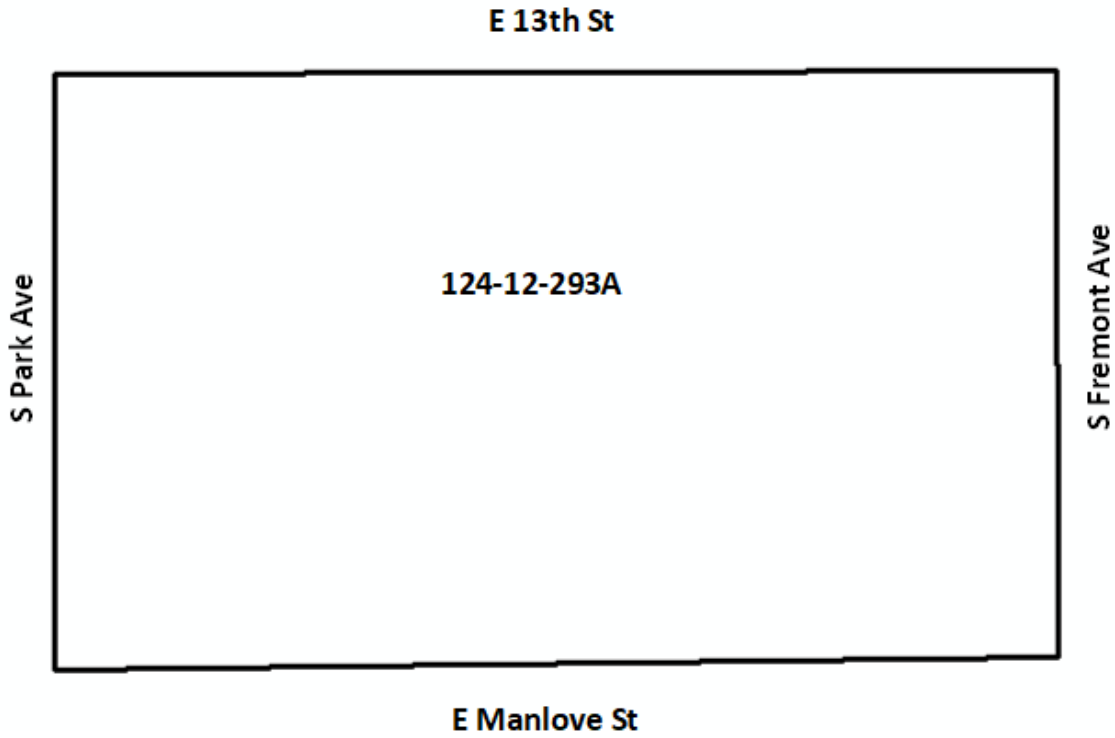
EXCEPT therefrom those portions of Lots 7 thru 11 in Block 65 heretofore conveyed to the City of Tucson in Docket Book 1024 at page 427;

PARCEL NO. 3

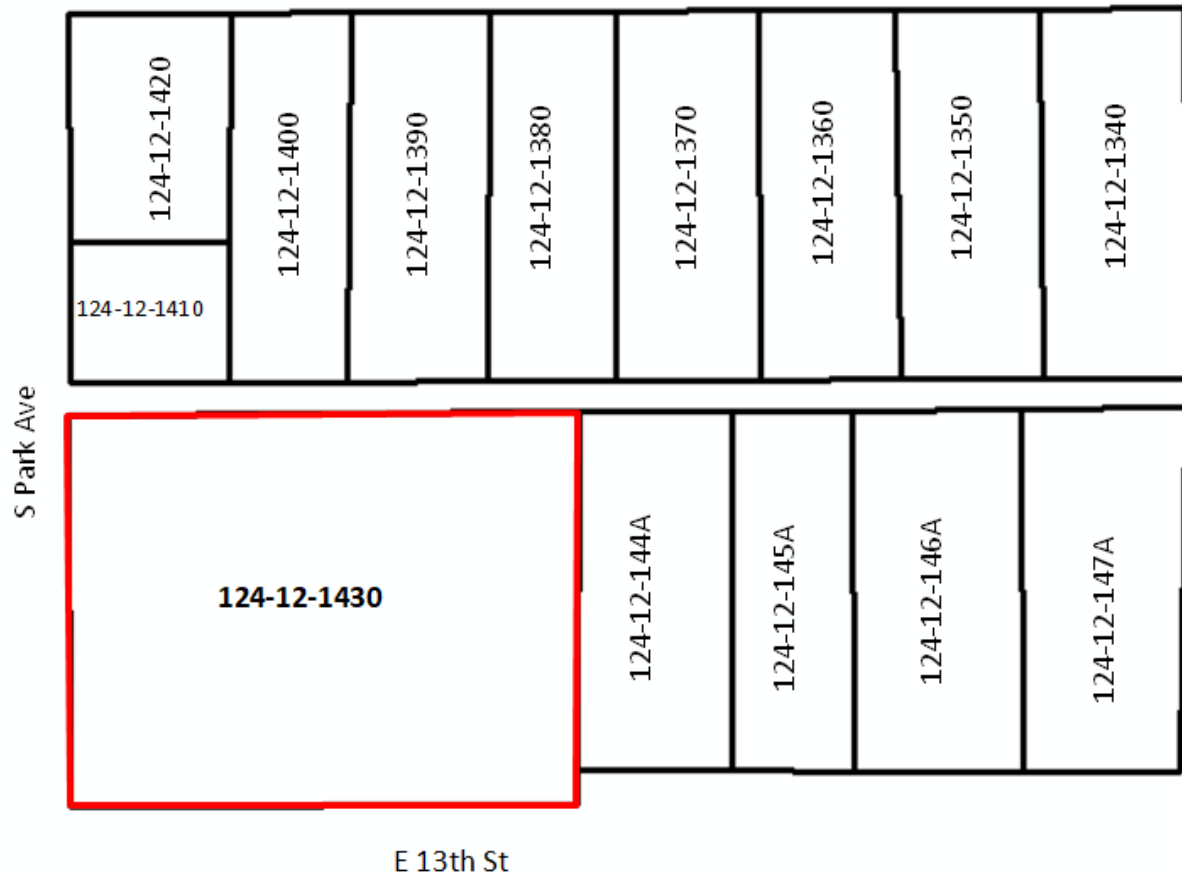
Those certain parcels of land formerly constituting all of the alley ways running North and South and East and West, in Block 65 of University Heights Addition to the City of Tucson, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 102 thereof.

EXHIBIT 2

301 South Park Avenue
Tucson, Arizona
Parcel 124-12-293A



Address: 299 S. Park Ave., Tucson, AZ
County: Pima County



**Park-Euclid WQARF Site Wells
on Mission Linen Supply Property
Tucson, Arizona**

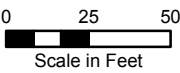
EXHIBIT 3

Well Name	Installation Date	Location Type	Street Address	Well Owner	Easting (SP-83/88)	Northing (SP-83/88)	ADWR Number	Latitude	Longitude
Upper Vadose Zone									
SVE-105	1/1/2004	Soil Vapor Extraction Well	301 South Park Avenue	Mission Linen Supply	997210.52	444427.11	NA	32.218162	-110.955616
VW-04	1/21/2003	Vapor Monitoring Well Cluster	301 South Park Avenue	Mission Linen Supply	997316.16	444328.61	NA	32.217889	-110.955278
VW-05	1/23/2003	Vapor Monitoring Well Cluster	301 South Park Avenue	Mission Linen Supply	997320.28	444533.78	NA	32.218452	-110.955258
VW-06	2/4/2003	Vapor Monitoring Well Cluster	299 South Park Avenue	Mission Linen Supply	997234.93	444720.29	NA	32.218967	-110.955529
VW-07	1/25/2003	Vapor Monitoring Well Cluster	301 South Park Avenue	Mission Linen Supply	997218.14	444435.61	NA	32.218185	-110.955591
VW-17	8/16/2019	Shallow Vapor Monitoring Point	299 South Park Avenue	Mission Linen Supply	997017.21	444704.34	NA	32.218929	-110.956233
Perched Aquifer									
MLS-4	3/26/1993	Groundwater Monitoring Well	301 South Park Avenue	Mission Linen Supply	997420.00	444338.07	55-538186	32.217912	-110.954942
MLS-6	3/30/1993	Groundwater Monitoring Well	299 South Park Avenue	Mission Linen Supply	997399.98	444717.81	55-538188	32.218956	-110.954995
PEP-9	11/16/2000	Groundwater Monitoring Well	299 South Park Avenue	ADEQ	997215.84	444684.96	55-584205	32.218871	-110.955592
MPE-1	7/31/2003	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997318.38	444389.88	55-599706	32.218057	-110.955269
MPE-2	1/8/2005	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997275.26	444418.50	55-901208	32.218137	-110.955407
MPE-3	1/4/2005	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997243.22	444450.67	55-901209	32.218226	-110.955510
MPE-4	12/7/2004	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997189.87	444440.23	55-901210	32.218199	-110.955683
MPE-5	12/12/2004	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997217.03	444399.02	55-901211	32.218085	-110.955596
MPE-6	12/1/2004	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997317.92	444477.33	55-901212	32.218297	-110.955268
MPM-1	2/5/2003	Multiphase Extraction Well	301 South Park Avenue	Mission Linen Supply	997317.47	444404.25	55-595028	32.218096	-110.955271
SVE-101	4/4/1993	Soil Vapor Extraction Well	301 South Park Avenue	Mission Linen Supply	997115.57	444481.62	55-538200	32.218314	-110.955922
SVE-102	4/6/1993	Soil Vapor Extraction Well	301 South Park Avenue	Mission Linen Supply	997193.71	444435.84	55-538201	32.218186	-110.955670
SVE-103	4/7/1993	Soil Vapor Extraction Well	301 South Park Avenue	Mission Linen Supply	997191.79	444454.55	55-538202	32.218238	-110.955676
SVE-104	4/10/1993	Soil Vapor Extraction Well	301 South Park Avenue	Mission Linen Supply	997262.83	444444.89	55-538203	32.218210	-110.955447
Lower Vadose Zone									
VEL-3	11/1/2002	Soil Vapor Extraction Well	301 South Park Avenue	ADEQ	997358.95	444521.01	55-594915	32.218416	-110.955134
VML-1	12/12/2002	Vapor Monitoring Well Cluster	299 South Park Avenue	ADEQ	997342.71	444633.29	55-594913	32.218725	-110.955183
VML-2	12/13/2002	Vapor Monitoring Well Cluster	301 South Park Avenue	ADEQ	997338.72	444525.44	55-594914	32.218429	-110.955199
VML3	4/6/2018	Vapor Monitoring Well Cluster	301 South Park Avenue	Mission Linen Supply	997354.10	444327.46	55-921487	32.217885	-110.955155
VML6	4/11/2018	Vapor Monitoring Well Cluster	299 South Park Avenue	Mission Linen Supply	997211.25	444718.12	55-921488	32.218962	-110.955606
Regional Aquifer									
MLR-7	7/17/1994	Groundwater Monitoring Well	299 South Park Avenue	Mission Linen Supply	997369.22	444633.98	55-543556	32.218727	-110.955097
MLR-1	4/22/1991	Groundwater Monitoring Well	301 South Park Avenue	ADEQ	997350.90	444336.73	55-531297	32.21791	-110.955165
MLR-2	5/2/1991	Groundwater Monitoring Well	299 South Park Avenue	ADEQ	997162.25	444637.40	55-531298	32.218741	-110.955766
MLR-3	4/29/1991	Groundwater Monitoring Well	299 South Park Avenue	ADEQ	997378.70	444718.43	55-531299	32.218959	-110.955064
PER-14	12/4/2000	Groundwater Monitoring Well	301 South Park Avenue	ADEQ	997328.45	444542.28	55-584203	32.218476	-110.955232

EXHIBIT 4

Quantity	Brand	Description	Model No.	Serial No.
1	Solinst	Interface Probe w/ case	122	59681
1	Solinst	Water Level Meter w/ case	101	59660
1	TSI	Velocalc	9565-P	9565p1305040
1	Dwyer	Thermo-Anemometer	471	NA
1	Ryobi	Weed Eater, Easy Edge w/ Battery	NA	NA
1	Ace Hardware	1/4 HP Submersible Pump	40317	NA
1	Scorpion	PID Meter	AX-1	NA
1	NA	Metal Storage Cabinet	NA	NA
1	NA	Plastic 4-Shelf Unit	NA	NA
2	NA	Extension Cords 75'	NA	NA
2	NA	Garden Hoses 75'	NA	NA
1	NA	Garden Cart	NA	NA
4	NA	Replacement Garden Cart Tires	NA	NA
1	Craftsman	Toolbox with Various Small Tools	NA	NA
Various	NA	Expendable GW and SV Sampling Supplies	NA	NA
4	NA	Decon 5-gal Buckets	NA	NA
5	NA	Plastic Tote Bins	NA	NA
1	NA	Plastic Garbage Can	NA	NA
1	Gast	6 hp Regenerative Blower (350 cfm)	R6P355R-50	NA
1	Falmouth Products	Catalytic Oxidizer (300 cfm)	FALCO 300	NA
Various	NA	Treatment Compound including concrete pad, control panel, moisture condensate tank, sound barriers, and various filters, etc.	NA	NA
Various	NA	Conveyance Piping (VEL-3 and PER-14A)	NA	NA
Various	Various	Electrical panel, conduit, and wiring from electrical service to treatment unit	NA	NA
1	Tucson Electric Power	Electrical Service (separate meter)	NA	NA

EXHIBIT 5



URS

Project Name: Park-Euclid WQARF Site

Job No: 60560366

Date: June 2021

LOCATIONS/AREAS NEEDED FOR ADEQ ACCESS
301 SOUTH PARK AVENUE
TUCSON, ARIZONA