

SETTLEMENT AGREEMENT

Payment of Five Hundred Dollars (\$500.00) shall be made within 30 days after execution of this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Robert Lucht, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Casper, WY 82002.

5. Mr. Washut agrees to install a fully functional remote reporting system on his Automatic Tank Gauge for all three compartments of the tank on this location. Mr. Washut will also install an interconnection between the sump sensors and the submersible pumps which will shut down the pumping system in the event that the sump sensors alarm for all pressurized lines on this station. These installations shall be done within six (6) months of the date of this settlement agreement. The cost of this installation is more than Two Thousand Five Hundred Dollars (\$2,500.00). In return for the installation of this equipment, which is not required to be installed by regulation, DEQ will credit Two Thousand Five Hundred Dollars (\$2,500.00), as a Supplemental Environmental Project toward the total penalty. If this equipment is not installed within six (6) months of the date of this Settlement Agreement, DEQ will consider Mr. Washut to be in breach of the Settlement Agreement, and the entire penalty will become due and payable.
6. Mr. Washut's full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Mr. Washut based on the violations alleged in Notice of Violation No. 3855-06. Contingent upon Mr. Washut's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Mr. Washut for these particular violations.
7. Mr. Washut waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation No. 3855-06 in the event that Mr. Washut fails to fulfill his obligations under this Settlement Agreement.
8. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
9. Each party shall bear its own attorney fees and costs, if any, incurred through the date when this Settlement Agreement is signed by both parties.
10. This Settlement Agreement is binding upon Harry Washut and all of his successors and assigns, and upon the DEQ.
11. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming State law, or any regulation issued by the Department of Environmental Quality, or any federal law or regulation.

