

## SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ) and G&O Properties, LLC, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation No. 5432-14, dated June 17, 2014. G&O Properties, LLC, is the owner and operator of the underground storage tanks (USTs) located at Obo's market. This UST facility is registered with the DEQ as facility 0-002776. The Notice of Violation alleges that G&O Properties, LLC, failed to report and investigate a suspected release. These acts are violations of Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17.

W.S. 35-11-901(a) (ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, G&O Properties, LLC, and the DEQ hereby stipulate and agree as follows:

1. The DEQ is responsible for enforcing the Storage Tank Act of 2007 and WWQRR, Chapter 17.
2. G&O Properties, LLC, committed the following violation of WWQRR, Chapter 17:

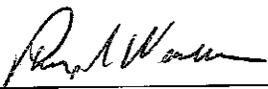
**Count 1: Failure to Report and Investigate a Suspected Release: [WWQRR, Chapter 17, Section 16(f)(iv)].** As the owner and operator of the USTs located at Obo's Market, G&O Properties, LLC, violated WWQRR, Chapter 17, Section 16(f)(iv), by failing to report and investigate a suspected release when the monitoring device indicated a leak.

3. The total penalty for the cited violations shall be one thousand, five hundred dollars (\$1,500.00). G&O Properties, LLC, agrees to pay a total of five hundred dollars (\$500.00) to the DEQ as a stipulated penalty for the cited violations. Payment of five hundred dollars (\$500.00) shall be made and returned with 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: Oma Gilbreth, Herschler Building, 4<sup>th</sup> Floor West Wing, 122 W. 25<sup>th</sup> Street, Cheyenne, WY 82002.
4. Payment of one thousand dollars (\$1,000.00) is stayed for one (1) year from the date of this Settlement Agreement. If G&O Properties, LLC, complies with WWQRR, Chapter 17, and the Storage Tank Act of 2007 for one (1) year after this agreement has been signed, the remaining one thousand dollars (\$1,000.00) of this penalty shall be waived. Full compliance with WWQRR, Chapter 17, and the Storage Tank Act of 2007 includes, but is not limited to: 1) payment of annual tank fees by January 1; 2) performance of an operator's annual inspection by June 19, 2015; 3) reporting and investigating a suspected release whenever the interstitial probes for the tanks or piping alarm, in accordance with WWQRR, Chapter 17, Section 16(f)(iv); and 4) performance of Class C Storage Tank Operator training as required by WWQRR, Chapter 17, Section 46(h).
5. G&O Properties, LLC's, full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against G&O Properties, LLC, based on the violations alleged in Notice of Violation Docket Number 5432-14. Contingent upon G&O Properties, LLC's, compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against G&O Properties, LLC, for these particular violations.
6. G&O Properties, LLC, waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation Docket Number 5432-14 in the event that G&O Properties, LLC, fails to fulfill its obligations under this Settlement Agreement.
7. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
8. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
9. This Settlement Agreement is binding upon G&O Properties, LLC, and all its successors and assigns and upon the DEQ.

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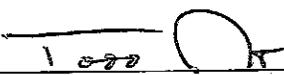
10. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the DEQ, or any federal law or regulation.
11. This Agreement may not be amended except by a written order signed by both parties.
12. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR G&O PROPERTIES, LLC:

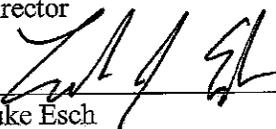
Signature:   
Name: Philip A. Washburn

2/2/15  
Date

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

  
Todd Parfitt  
Director

1/19/2015  
Date

  
Luke Esch  
Administrator  
Solid and Hazardous Waste Division

1-16-15  
Date

check# 20168  
\$500.00