IMMI Developments

Iron Mountain Mines, Inc.

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Office of Investigations, U.S. EPA

Re: Iron Mountain Mines Superfund Site.

To Whom It May Concern:

I, T.W. Arman, have been subjected to an ongoing EPA Superfund remedial action on my "Iron Mountain Mines" property for over 20 years now, with no final plan yet to be offered, and causing me enormous financial hardship and virtually destroying the business opportunity I had thought I acquired when I purchased this property in 1976.

I continue to be harmed by the EPA and State agencies in many ways, but especially because of liens imposed upon my property by the EPA and the California Water Resources Board that were never removed after the litigation was concluded, in negligent violation and contrary to the terms of the Consent Judgment, to which the EPA and the State agencies were settling parties.

I believe that the reason I have had to endure this unlawful oppression of me and my property is due to the malice, fraud, and deceit of individuals within the EPA and other State and Federal government agencies, who have resolved to defy the terms of the Consent Judgment to which they are a party in order to avoid the prospect of having to pay for their liability to T.W. Arman and Iron Mountain Mines Inc. for the Taking of Property for the Public Benefit Without Just Compensation, in Violation of the 5th Amendment to the Constitution of the United States of America, and because they have harbored personal resentment and bias against me for many years now for defending my rights and protesting the implementation of remedial actions without a final plan.

As some evidence of these allegations I refer to the 1st ROD, (Record of Decision) of 10/03/1986, which states:

"OVERVIEW OF THE PROBLEM

MINERALIZED ZONES THAT HAVE EXTENSIVE UNDERGROUND WORKINGS FROM PAST MINING ACTIVITIES ARE THE PRIMARY SOURCE OF CONTAMINATION."

And a few pages later,

"THE IRON MOUNTAIN PROPERTY WAS PURCHASED FROM MOUNTAIN COPPER COMPANY BY STAUFFER CHEMICAL COMPANY IN 1967. THE PROPERTY WAS SUBSEQUENTLY SOLD TO IRON MOUNTAIN MINES, INC., IN 1976.

THERE HAS BEEN SOME CORE SAMPLING, BUT THERE IS NO EVIDENCE THAT MINING HAS OCCURRED UNDER THE CURRENT OWNERSHIP."

These critical facts relating to actual responsibility for the Acid Mine Drainage at Iron Mountain Mines are mysteriously and suspiciously absent from the 4 subsequent RODs. and other documents such as the "MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE JOINT MOTION OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND AVENTIS CROPSCIENCE USA, INC. FOR ENTRY OF CONSENT DECREE" submitted by the Department of Justice, the Attorney General, the EPA, the California Attorney General, and the Law firms of Aventis, the responsible party in my case.

After 14 years of litigation the Court entered a Consent Judgment on 12-08-2000.

That same day the Court issued an Order:

"ORDER by Honorable David F. Levi motion to dismiss crs-clms with prejudice by dft Aventis CropScience [1174-1] GRANTED, [289-1]; ACCORDINGLY final judgment will be entered in accordance with FRCP 54(b); dismissing w/prejudice the crs-clms of Iron Mtn Mines Inc and TW Arman against Aventis CropScience USA Inc; and dismissing w/prejudice the crs-clms of Aventis CropScience USA Inc against Iron Mtn Mines Inc and TW Arm (cc: all counsel) (ljr)"

The significance of this Order is that it acknowledges final judgment in accord with FRCP 54(b):

Judgment on Multiple Claims or Involving Multiple Parties.

When an action presents more than one claim for relief — whether as a claim, counterclaim, crossclaim, or third-party claim — or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay. Otherwise, any order or other decision, however designated, that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties does not end the action as to any of the claims or parties and may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties' rights and liabilities.

Therefore, the language of paragraph 86 of the Consent Judgment is unequivocal and unambiguous in that it obtains the “Complete Relief” referred to in 42 U.S.C. 9613(f)(2):

“The “matters addressed” in this settlement are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the United States, the State agencies, or any other person with respect to the Site, and specifically include without limitation the Work to be performed by the Site Operator, all claims, counterclaims, and cross-claims filed by and against the parties in the above captioned cases, and those matters governed by the covenants contained in Sections XXI and XXII of this Consent Decree.”

The EPA expressed its support for the Consent Decree in the “MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE JOINT MOTION OF THE UNITED STATES OF AMERICA, THE STATE OF CALIFORNIA, AND AVENTIS CROPSCIENCE USA, INC. FOR ENTRY OF CONSENT DECREE”.

On Page 13 of this Memorandum, The government acknowledges that this Consent Judgment addresses all future CERCLA liability, pursuant to 42 U.S.C. 9622(f)(6)(B), which states;

(B) In extraordinary circumstances, the President may determine, after assessment of relevant factors such as those referred to in paragraph (4) and volume, toxicity, mobility, strength of evidence, ability to pay, litigative risks, public interest considerations, precedential value, and inequities and aggravating

factors, not to include the exception referred to in subparagraph (A) if other terms, conditions, or requirements of the agreement containing the covenant not to sue are sufficient to provide all reasonable assurances that public health and the environment will be protected from any future releases at or from the facility.

Footnote 31 on page 13 states:
"The conditions for a CERCLA 122(f)(6)(B) covenant are met in this case. First, EPA determined that the case presents "extraordinary circumstances" including, on the one hand, the very long-term nature of the Site remedy, the complexity of the litigation in the absence of settlement, the existence of only one truly financially viable defendant in the case and, on the other hand, the proven effectiveness and viability of the remedy and EPA's thorough understanding of the risks and costs associated with the Site, obtained from over 15 years of extensive site investigations.

Second, the terms and conditions of the Consent Decree provide "reasonable assurances that public health and the environment will be protected from any future releases at or from the [Site]," as required by Section 122 (f)(6)(B). As noted above, the current remedial actions control 95 percent of metal releases from the Site, and the settlement will secure that effective remedy over the long term. The settlement contains several levels of protection that ensure a highly reliable remedy, including the strong financial assurances created by the Policy (issued by a AAA insurer), the $100 million in cost overrun coverage, other insurance and financial assurance requirements contained in the SOW and Consent Decree. In addition, the settlement provides additional payments of $8.0 million following entry of the Decree and $514 million in 2030, which will be available to fund future response actions."

Furthermore, in the DISCUSSION section, (page 14), the government acknowledges that the Judgment is "reasonable, fair, and consistent with the purposes that CERCLA intended to serve." And on page 16, line 23, "the settlement set forth in the proposed Consent Decree is by every measure, procedurally fair."

It is therefore evident that the government knew that the provisions of the Consent Judgment were final and that no further recourse would be available against the parties.

Nevertheless, since the Consent Judgment was issued, the EPA and other agencies have treated it as thought it was a partial judgment, and continued to prosecute and persecute me as though the case had not been settled and concluded.

More examples of the malice, fraud, and deceit to which I have been subjected, are the statements on page 18, lines 4 and on, which express the bitterness and prejudicial bias that the government counsel have towards T.W. Arman and IMMI, and how much contempt they hold, by asserting that "If the governments were to continue litigation against Arman and IMMI, we are confident that those defendants would be unable to support a defense to liability under Section 107(b) of the statute."

Further corroboration of these sentiments are the additional statements made within this document's footnotes 33 and 34:

33 "While Aventis is liable as an indirect successor corporation, Arman and IMMI are liable as owner and operator of the site for the past 25 years. In addition, leaving aside any question of Aventis's successor liability, a straight allocation of the Site liability based upon period of ownership (roughly 75 years for Aventis's predecessors versus 25 years for Arman and IMMI) yields approximately a 75/25 percent apportionment, which is consistent with the proposed settlement with Aventis.."

34 "The only defense that might be available in the third-party/innocent landowner defense provided for by Sections 101(35) and 107(b)(3) of CERCLA, 42 U.S.C. 9601(35), 9608(b)(3), That defense, however, requires, amongst other things, the exercise of "due care" with respect to hazardous substances at the Site. Given that the United States was forced to obtain an injunction from this Court against interferences by IMMI and Arman with EPA's response activities at the Site, United States v. Iron Mountain Mines, Inc. and T.W. Arman, 28 Env't Rep. Cas. (BNA) 1454, 1454-55 (E.D. Cal. 1987) They are, therefore, effectively without a defense to liability under the statute. The government also believes that Arman and IMMI fail to meet the other requirements of the third-party/innocent landowner defense.

This absurd calculation in 33 of the supposed "apportionment" of liability by the EPA, beyond a "nonbinding preliminary allocation of responsibility", is entirely arbitrary and irrelevant in joint and several liability cases such as CERCLA cases, and apportionment was not addressed within the Consent

Judgment. Nevertheless, since the Consent Judgment, EPA and its counsel have made claims that this EPA apportionment scheme continues to have some validity or basis in fact, and persist in oppressing me and my property with a lien that should have been removed immediately with the Consent Judgment. Such inaccurate and inappropriate representations by EPA counsel are indicative of the prejudicial treatment and the bias and contempt from which I have suffered in my dealings with the EPA.

Section 34 offers an even more flawed analysis of liability and completely ignores the Courts prerogative to determine any apportionment or contribution for liability and the Courts objective to achieve a just and equitable conclusion to the litigation.

Apportionment in a CERCLA case can only be addressed by the PRPs through counter-claims and cross-claims for contribution, matters that were settled concurrently with the Consent Judgment, and for which the Court in its wisdom observed there was no longer any just reason for delay of a final judgment. (Mr. Arman had only owned the property for 8 years when the EPA placed the property on the NPL and commenced remedial investigations, or less than 7% of the time the mine had been in existence, and T.W. Arman had never actively mined the site, as stated in the first ROD. (During depositions by Federal Investigators it was also revealed that a principal of Stauffer Chemical, (the seller of the property to T.W. Arman) withheld information concerning environmental issues on the property during sale negotiations. It is therefore plausible by inference that the sellers were intent on vacating the premises in order to try to escape the liability they presumably anticipated, and abandoned the property to the unsuspecting victim of their subterfuge, (Mr. T.W. Arman), facts that were no doubt conducive to obtaining the remarkable record settlement from Aventis that the Court did achieve.)

This past year I, T.W. Arman, have been subjected to false accusations of criminal conduct by EPA employees and the EPA contractor, subjected to rude and humiliating interruptions by the site contractors employees while trying to attend to my own guests, suffered the indignity of having witchcraft performed upon my property by employees of the site operator, been deprived of access to my property by the site contractor on numerous occasions, been deprived of possession of the gate keys since March 19th, 2007, threatened with legal action by counsel for the site contractor verging on extortion, and compelled to utilize a CB radio to communicate my whereabouts to the EPA site contractor at all times, an unprecedented requirement in industry or government, even when there is not a single other vehicle on my

8 miles of roads, and without any lawful authority of the EPA or its agents to require me to do so. The requirement for using a CB radio continuously on my narrow and winding mountain roads is in fact very dangerous, and this ridiculous and unwarranted policy should be discontinued for the safety of any drivers and passengers and vehicles on my property.

Almost 8 years after the Consent Decree, I continue to be deprived of my livelihood, my liberty, and my property, because of the conduct of the EPA.

I believe that this harassment is escalating because I have started a new business venture to pursue a business enterprise for the purpose of resource conservation and recovery of the sludge disposed upon my property, and to provide for the personnel and technologies to achieve a Final Plan for the remedial actions at Iron Mountain Mine. I also believe that I am being harassed because I have questioned the accounting of the Trust Funds for the remedial actions and because I have discovered significant failures and discrepancies in the EPA's and the contractor's work on Iron Mountain Mine and because I am seeking the assistance of the President of the United States and the Governor of the State of California in establishing whether and to what extent proper testing by the EPA and the contractor of the water and sludge has taken place, and whether the requirements of compliance with the laws of the United States and State of California concerning toxic waste pits and hazardous waste storage, treated waste water quality, resource conservation and recovery, and other environmental laws as specified in the 5 RODs are being met, and whether the supposed contamination on my property is being cleaned up, or being made worse.

I am prepared to provide substantially more documentation of the facts concerning the abuses I have suffered during the EPA's occupation of my property, and I believe and allege that personnel employed by the EPA, its contractors, and other government agencies, have conspired by fraud, malice, and deceit to deprive me of my civil rights.

T.W. Arman Date: February 20, 2008

President, Iron Mountain Mines, Inc.

Managing Member, Iron Mountain Mines, LLC