STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
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October 31, 2019

Jimmy Blais
Merlino Properties
5050 First Avenue South, Suite 102
Seattle, WA 98134

Re: No Further Action at the following Site:

- **Site Name:** Stoneway Concrete Renton
- **Site Address:** 1915 Maple Valley Hwy, Renton, WA 98055
- **Facility/Site No.:** 62244377
- **VCP Project No.:** NW1702
- **Cleanup Site No.**: 2121

Dear Jimmy Blais:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Stoneway Concrete Renton facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

- Gasoline-, diesel-, and oil-range petroleum hydrocarbons (TPH-G, TPH-D, and TPH-O), and formaldehyde into Soil.

- Formaldehyde, arsenic, and highly alkaline pH into Ground Water.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the documents listed in **Enclosure B**. Those documents are kept in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. You can make an appointment by completing a Request for Public Record form (https://www.ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests) and emailing it to PublicRecordsOfficer@ecy.wa.gov, or contacting the Public Records Officer at 360-407-6040. A number of these documents are accessible in electronic form from the Site web page (https://fortress.wa.gov/ecy/gsp/Sitepage.aspx?csid=2121).

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A.**

The lateral and vertical extent of soil and ground water impacted by contaminant releases at the Site have been adequately defined by completion of Site investigations conducted

from September 1998 through July 2017. Also, the additional analysis provided in the March 7, 2018 "*Request for Written Opinion, Focused Feasibility Study and Disproportionate Cost Analysis*" addressed the Site characterization data gaps cited in the August 31, 2017 "*Further Action Opinion Letter*" from Ecology. Site data has been entered into Ecology's electronic Environmental Information Management (EIM) database.

2. Establishment of cleanup standards.

Soil

Cleanup Levels: The proposed future use of the Site (residential) does not meet the MTCA definition of an industrial property; therefore, soil cleanup levels suitable for unrestricted land use are appropriate. Soil cleanup levels based on protection of ground water are appropriate. The MTCA Method A cleanup levels (TPH-G, TPH-D, and TPH-O) and Method B cleanup levels (formaldehyde) are considered appropriate for soil at the Site and are protective of human health and the environment.

Soil cleanup levels protective of terrestrial ecological receptors are not necessary because the Site meets the Terrestrial Ecological Evaluation (TEE) exclusion criteria (MTCA WAC 173-340-7491). The results of the TEE Evaluation Form worksheet indicated that a TEE exclusion is applicable and that protective cleanup levels based on TEE factors are not required for this Site.

Point of Compliance: For soil cleanup levels based on the protection of ground water, the point of compliance is defined as Site-wide throughout the soil profile and may extend below the water table. This is the appropriate point of compliance for the Site.

Soil Vapor

Formaldehyde in soil vapor was evaluated as a potential vapor intrusion (VI) issue, based on detections of this chemical in soil vapor samples conducted at the Site in 2016. This soil vapor sampling occurred after completion of the on-site removal and in-situ treatment of formaldehyde-contaminated soil in 2010 (see **Enclosure A**), after confirmation soil and ground water sampling showed concentrations below the Method B cleanup levels. Formaldehyde does not have soil or ground water VI screening levels in the current Ecology VI guidance. Based on this information and data, soil vapor was eliminated as a contaminated media for this Site.

Ground Water

Cleanup Levels: MTCA Method A cleanup levels for arsenic and formaldehyde are the applicable ground water cleanup levels for this Site. A ground water cleanup level for pH does not exist; however, the maximum reported pH value in Site ground water (12.54) was above the characteristic dangerous waste threshold of 12.5; therefore, pH is considered to be a water quality parameter of concern at the Site.

Point of Compliance: Ecology has determined the conditional point of compliance proposed for ground water at the Site (western Property boundary) is appropriate for the Site, given the following:

- Data documenting a consistent ground water flow direction away from the Cedar River to the northwest has been provided to Ecology, and

- It is not practicable to meet the cleanup level for arsenic and an acceptable concentration of pH in ground water throughout the Site within a reasonable restoration time frame, per WAC 173-340(8)(c), due to presence of high pH soils in inaccessible Site areas.

3. Selection of cleanup action.

Ecology has determined the cleanup action you proposed for the Site meets the substantive requirements of MTCA. The cleanup meets the minimum cleanup requirements and does not exacerbate conditions or preclude reasonable cleanup alternatives elsewhere at the Site.

4. Cleanup.

Ecology has determined the cleanup you performed meets the applicable Site cleanup standards within the Property. The following cleanup actions were completed on the Site (see **Enclosure A** for details and locations):

- Removal and off-Site disposal of 200 cubic yards of high pH soil from the former small settling pond in the southwest corner of the Site (Work Area 1).

- Removal and off-Site disposal of 2,200 cubic yards of high pH soil from the large settling ponds adjacent to the Cedar River (Work Area 2).

- Removal and off-Site disposal of 190 cubic yards of oil-contaminated soil in an area of shallow soil impacts east of the large settling ponds (Work Area 3).

- Removal and on-Site bioremediation of 21,000 cubic yards of formaldehyde-contaminated soil in the central area of the Site (Work Area 4).

- Removal and off-Site disposal of a 600-gallon heating oil underground storage tank and petroleum-contaminated soil (300 cubic yards) and ground water (3,000 gallons), in the northeast area of the Site (Work Area 5).

This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional controls are necessary at the Site:

- Containment of Soil and Ground Water. Contaminated soil and ground water beneath ground surface at the Site is isolated from direct contact with potential receptors by approximately 15 feet of uncontaminated soil. Existing or future buildings shall not be constructed or altered in any manner that would expose contaminated soil or ground water, result in a release of contaminants, or create a new exposure pathway, without prior written approval of Ecology.

- Groundwater Use. The groundwater beneath the Property shall not be extracted for any purpose other than investigation, monitoring, or remediation performed in accordance with requirements imposed by Ecology for the Site. Drilling of a well for any water supply purpose on or beneath the Site is strictly prohibited.

- Restrictions on Stormwater Infiltration. Construction of stormwater facilities that are designed to infiltrate to groundwater, or that present the potential for leakage to groundwater, are prohibited within the area of the Site where residual contaminants in soil and groundwater are present and could be mobilized.

To implement these controls, an Environmental Covenant has been recorded on the following parcel of real property in King County (Recording Number 20190716000692):

- Tax Parcel 172305-9026

Ecology signed the recorded Covenant as Grantee. A copy of the Covenant is included in **Enclosure C** to this opinion letter. Exhibit E of this Covenant is an Operation, Maintenance, and Contingency that was approved by Ecology.

2. Performance of confirmational monitoring.

Confirmational ground water monitoring is necessary at the Site to confirm the long-term effectiveness of the cleanup. The monitoring data will be used by Ecology during periodic reviews of post-cleanup conditions. This plan was approved by Ecology and is Exhibit D to the Covenant, which is included in **Enclosure C** to this opinion letter.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

3. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (#NW1702).

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at 425-649-7257 or e-mail at michael.warfel@ecy.wa.gov.

Sincerely,

Michael R. Warfel

Michael R. Warfel, VCP Site Manager
NWRO Toxics Cleanup Program

Enclosures (3): A – Description and Diagrams of the Site
B – Basis for the Opinion: List of Documents
C – Environmental Covenant for Institutional Controls

cc: Riley Conkin, Farallon Consulting LLC (via email)
Lyndsay Gordon, VCP Financial Manager (via email)
Sonia Fernández, VCP Coordinator (via email)
City of Renton (via email)
Jennifer Henning, Planning Director
Gregg Zimmerman, Public Works Administrator
Chip Vincent, CED Administrator
Vanessa Dolbee, Current Planning Manager
Brianne Bannwarth, Development Engineering Manager
Ron Straka, Utility Systems Director
Abdoul Gafour, Water Utility Manager
Katie Nolan, Civil Engineer III

Enclosure A

Description and Diagrams of the Site

Site Description

This section provides Ecology's understanding and interpretation of Site conditions, and is the basis for the opinions expressed in the body of this letter.

Site: Stoneway Concrete is located on King County parcel 1723059026 (the Property), which occupies 12.54 acres situated between the Cedar River and SE Maple Valley Highway (**Figure 1**). The Site boundaries generally follow the Property boundaries.

Site History and Current Use: Historical records indicate that the Property was developed in the 1930s as Stoneway Dock Company. The facility name changed to Stoneway Sand and Gravel in the 1950s. During the 1950s and 1960s, the Property was reportedly leased by many businesses, including an asphalt manufacturing company. By 1966, the Property was owned and operated by Stoneway Concrete and in 1985 was purchased by Don Merlino.

The Property was most recently occupied by a concrete batch plant, along with associated support activities (**Figure 2**). Operations on the Property ceased prior to October 2002 in order to conform with the City of Renton aquifer protection ordinance, which precludes industrial activities that use, handle, or store hazardous substances in Aquifer Protection Area Zone 1.

Sources of Contamination: Petroleum hydrocarbons were detected in soil due to historic surface spillage and historic releases from underground storage tanks that have been removed. Formaldehyde in soil and ground water is attributed to spills of a chemical additive associated with the concrete batch process. Arsenic, detected in ground water above the cleanup level, was not found in soil at concentrations exceeding natural background concentrations.

Physiographic Setting: The Site is relatively flat and slopes from an elevation of 50 feet above mean sea level (amsl) adjacent to State Route 169 on the north to 40 feet amsl at the Cedar River on the south. The Cedar River valley is very narrow in the Site vicinity and is bounded on the north and south by steep valley walls that attain elevations of 300 to 400 feet amsl.

Surface/Storm Water System: The majority of the Property is currently paved with concrete that is 4 - 12 inches thick. Unpaved areas are located in the eastern and western portions of the Property. Storm sewer control is in place in the upper portion of the Property and the Property has a storm water permit. Storm water in the lower portion of the Property drains to on-site settlement ponds for infiltration. There are no point source discharges to the Cedar River.

Ecological Setting: Most of the Property's river frontage is protected with erosion control features such as riprap, cast-in-place concrete walls, "Ecology" blocks, and a poured concrete veneer over the native soils. Very little of the original low bank frontage remains and there does not appear to be a riparian habitat on the Property.

Geology: The Site is underlain by coarse sands and gravels deposited in the valley of the Cedar River. The Cedar River valley is very narrow in the Site vicinity and is bounded by steep-sided

valley walls comprised of glacial till overlying bedrock. The surface of the Site has been graded over time and includes varying thicknesses of fill. The sand and gravel alluvium has been observed in borings to a depth of 50 feet below ground surface (bgs), the deepest exploration on the Site.

Ground Water: Ground water occurs under unconfined conditions in the sand and gravel alluvium beneath the Site, in the regional, USEPA-designated Sole Source Cedar Valley Aquifer. The City of Renton obtains the majority of the water supply from well fields in this aquifer, located upstream and downstream from the Site. Local well logs indicate that this aquifer extends to depths up to 72 feet bgs near the Site.

Depths to ground water at the Site range from 10 to 20 feet bgs. Data from detailed studies of the aquifer by the City of Renton, and monitoring wells on the Site, confirm a consistent northwesterly flow direction across the Site, away from the Cedar River. This reach of the Cedar River loses a significant volume of surface water through the riverbed into the aquifer, resulting in the down-valley ground water gradient to the northwest. Aquifer tests conducted in the City of Renton wellfield (located within 700 feet northwest of the western Property boundary) document that this prevailing ground water flow direction is not measurably affected by pumpage in the well field.

Extent of Contamination and Remedial Actions: From 2005 through 2010, numerous remedial actions regarding soil contamination have taken place at the Property (Figure 5), which are summarized as follows:

- Work Area 1- Former Small Settling Pond (southwest corner of Property). High pH soil was present in this area. At total of 200 cubic yards was removed to a depth of 6 feet, with the southwest area excavated to 8 feet. Sixteen performance samples indicated pH at limits of excavation (sidewalls and floor) was 6.0-8.0.

- Work Area 2 - Large Settling Ponds. The settling ponds are concrete lined and approximately 15 feet deep. Approximately 2,200 cubic yards of high pH soil were removed from within the settling ponds. Excavation was completed when the concrete sidewalls and bottom were exposed. Because the Site was excavated to concrete, no performance samples were collected. A small amount of high pH soil may remain below and around the concrete settling ponds. Removing this material would involve excavating in and adjacent to the Cedar River, which may pose a risk to salmon spawning habitat and erosion of the bulkheads.

- Work Area 3 - Shallow Petroleum Impacted Area. COCs for this area were TPHo and TPHd. Impacted soil in this area was excavated to a depth of 4 feet. Approximately 190 cubic yards of TPHo contaminated soil were removed. Twelve performance samples indicated TPHo and TPHd were below cleanup levels (ranging from less than detection limits to 410 mg/kg).

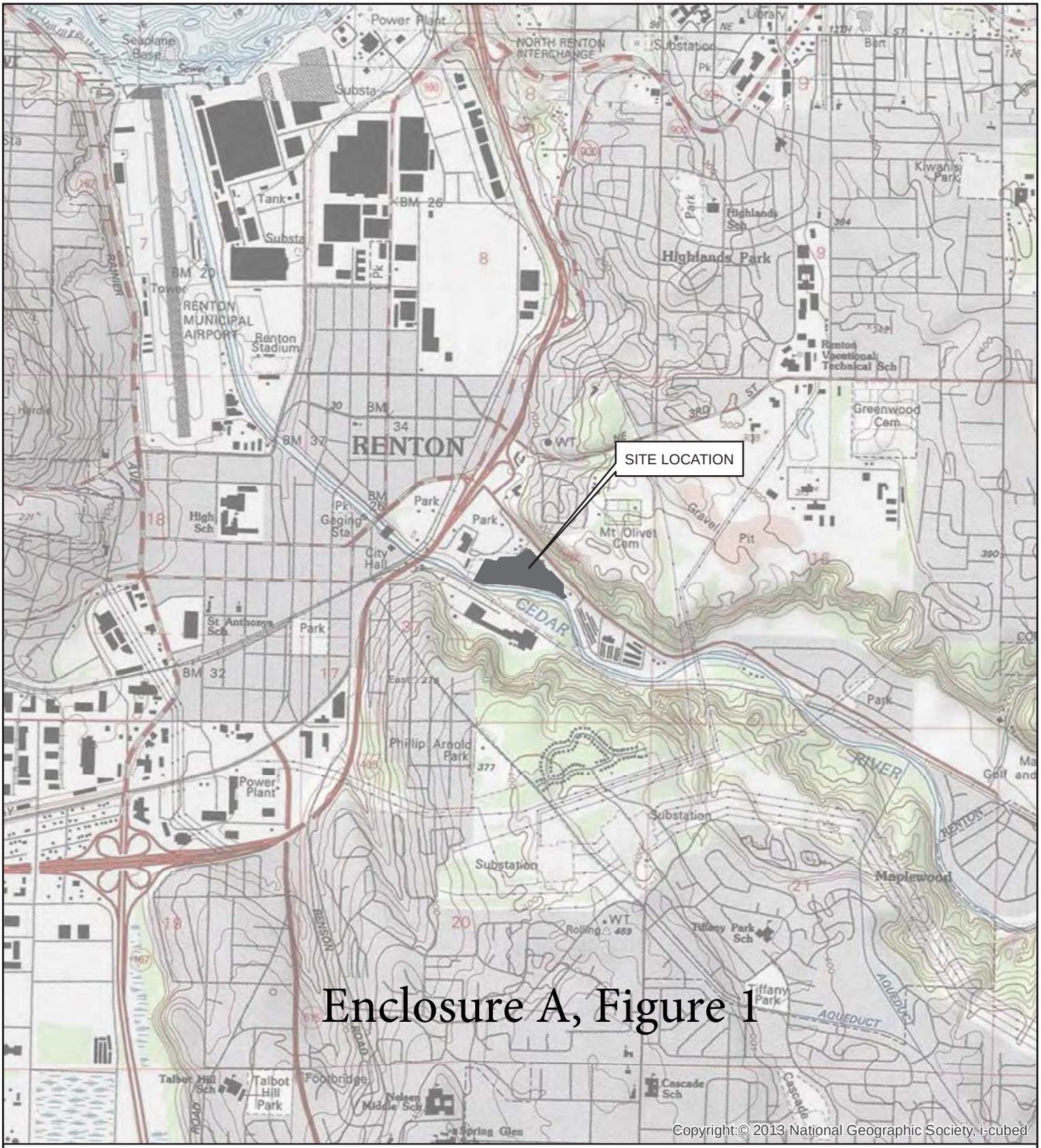
- Work Area 4 - Formaldehyde Impacted Area. This area is the largest on the Site and covers a major portion of the central area of the Property. The final size of this area at the completion of soil excavation was 1.4 acres. The depth of excavation was to approximately 11 feet bgs. Approximately 21,000 cubic yards of material were excavated from the area, of which 13,000 cubic yards were bioremediated on-Site and the remainder disposed off-Site.

  Performance samples were collected and areas over excavated if a performance sample was above the formaldehyde cleanup level. A total of 447 performance samples were collected and analyzed from this area, with 238 samples representing final performance samples. All final performance samples were below the cleanup level.

- Work Area 5 - Heating oil UST. A 600-gallon UST was removed from this area. 300 cubic yards were removed from this area (24 feet x 24 feet) to a depth of 23 feet bgs. During the remediation effort, approximately 3,000 gallons of water that accumulated in the pit was removed. Eleven performance samples were collected. Only one of the performance samples was above analytical detection levels, but below the cleanup level. TPHd levels in the water that accumulated in the pit were 320 µg/L, below the ground water cleanup level.

Concentrations of COCs in ground water are shown on **Figure 5**. As mentioned in the text of this opinion letter, the present status of formaldehyde in ground water cannot be assessed, because the laboratory detection limits for the most recent sampling events were greater than the cleanup level of 5 µg/L. Elevated pH has been observed in monitoring well MW-10 since January 2012 (ranging from 11.02 to 12.54).

Site Diagrams



Copyright:© 2013 National Geographic Society, i-cubed

Enclosure A, Figure 1

REFERENCE: 7.5 MINUTE USGS QUADRANGLE RENTON, WASHINGTON, DATED 2011

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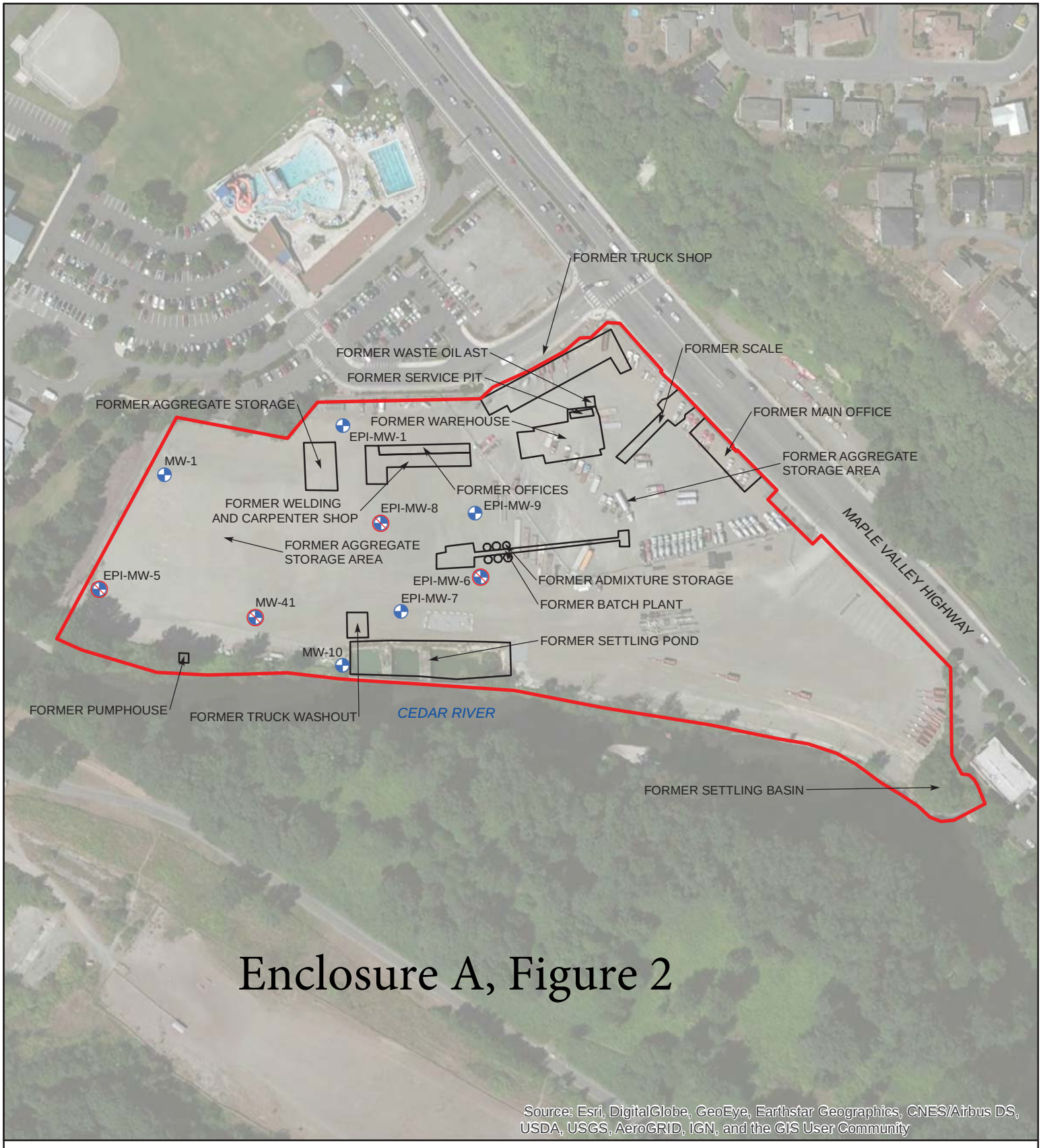
FIGURE 1

SITE VICINITY MAP
OLD STONEWAY CONCRETE SITE
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: pemahiser | Checked By: JR | Date: 4/13/2017 | Disc Reference:

Document Path: Q:\Projects\266 Gary Merlino\008 Old Stoneway\FIGURE 1_SITE VICINITY MAP.mxd



Enclosure A, Figure 2

LEGEND

- MONITORING WELL (INSTALLED BY EPI AND OTHERS)
- ABANDONED MONITORING WELL
- APPROXIMATE SITE BOUNDARY
- HISTORIC SITE FEATURES

0 200
SCALE IN FEET

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FIGURE 2

SITE PLAN
OLD STONEWAY CONCRETE SITE
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: pemahiser Checked By: JR Date: 4/13/2017 Disc Reference:
Document Path: Q:\Projects\266 Gary Merlino\008 Old Stoneway\FIGURE 2_SITE PLAN.mxd

LEGEND

- APPROXIMATE SITE BOUNDARY
- MONITORING WELL (INSTALLED BY EPI AND OTHERS)
- ABANDONED MONITORING WELL
- 29.50 — GROUNDWATER ELEVATION CONTOUR (DASHED WHERE INFERRED)
- GROUNDWATER FLOW DIRECTION
- (28.38) GROUNDWATER ELEVATION (9/15/16) MEASURED IN FEET ABOVE MEAN SEA LEVEL RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (MONITORING WELL SURVEY DATA PROVIDED BY ENVIRONMENTAL PARTNERS INC.)
- (NC) GROUNDWATER ELEVATION NOT CALCULATED. MONITORING WELL SURVEY DATA WAS NOT AVAILABLE

N

0 60

SCALE IN FEET

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FIGURE 3

GROUNDWATER ELEVATION CONTOURS AND FLOW DIRECTION FOR SEPTEMBER 15, 2016
OLD STONEWAY CONCRETE SITE
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: pemahiser | Checked By: JR | Date: 4/13/2017 | Disc Reference:

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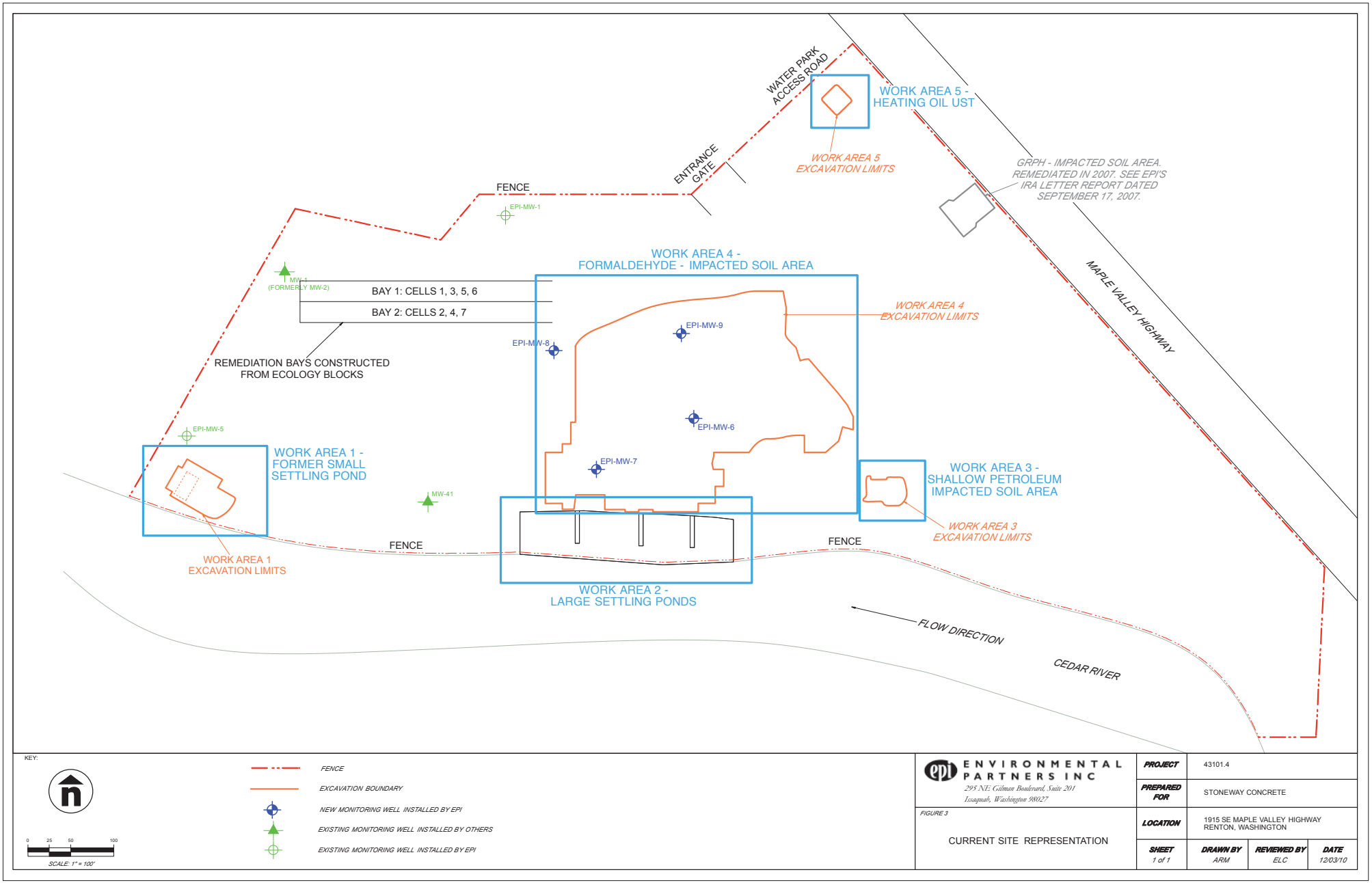
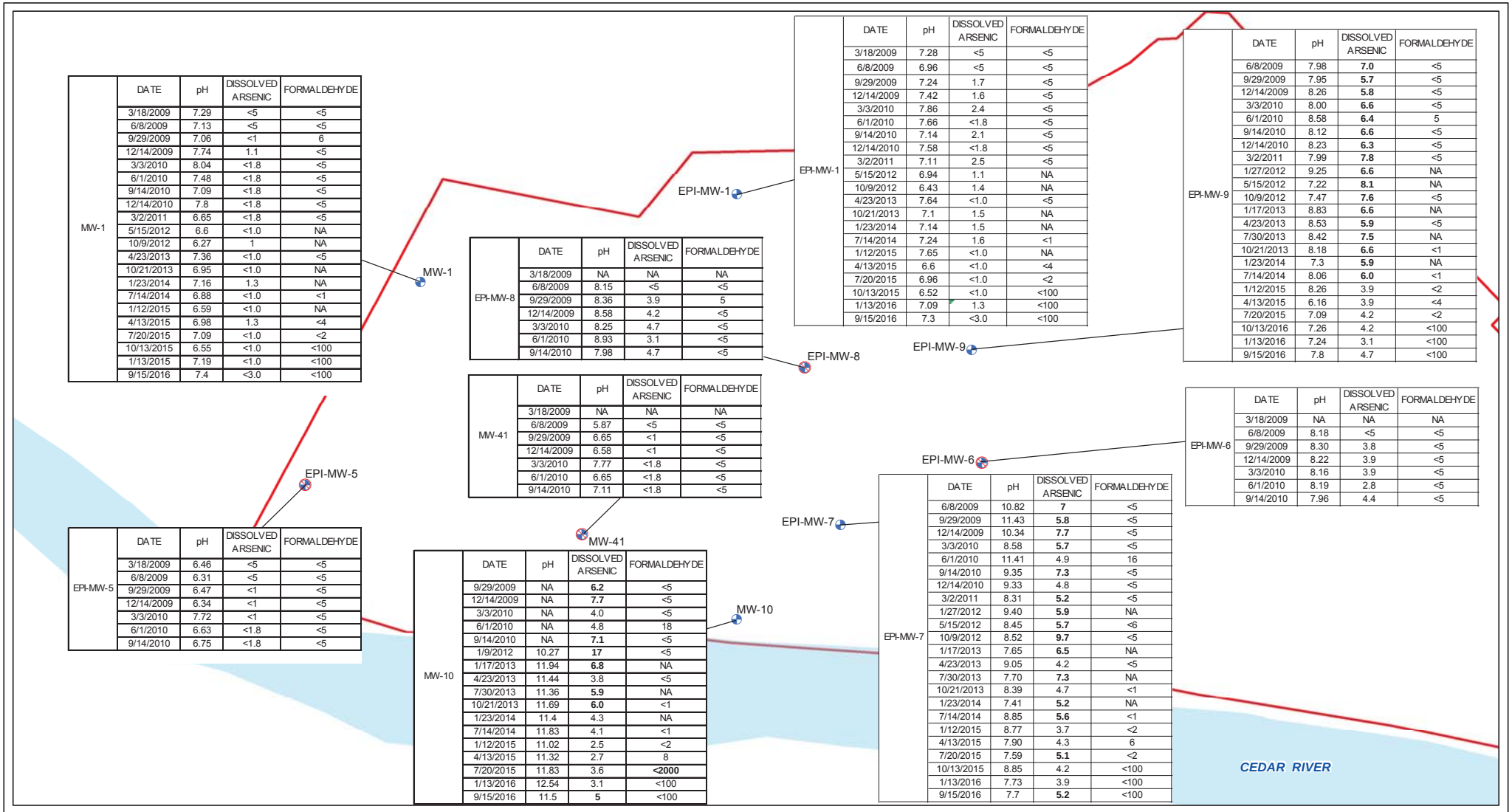
Enclosure A, Figure 3



Enclosure A, Figure 4



MW-1	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	7.29	<5	<5
	6/8/2009	7.13	<5	<5
	9/29/2009	7.06	<1	6
	12/14/2009	7.74	1.1	<5
	3/3/2010	8.04	<1.8	<5
	6/1/2010	7.48	<1.8	<5
	9/14/2010	7.09	<1.8	<5
	12/14/2010	7.8	<1.8	<5
	3/2/2011	6.65	<1.8	<5
	5/15/2012	6.6	<1.0	NA
	10/9/2012	6.27	1	NA
	4/23/2013	7.36	<1.0	<5
	10/21/2013	6.95	<1.0	NA
	1/23/2014	7.16	1.3	NA
	7/14/2014	6.88	<1.0	<1
	1/12/2015	6.59	<1.0	NA
	4/13/2015	6.98	1.3	<4
	7/20/2015	7.09	<1.0	<2
	10/13/2015	6.55	<1.0	<100
	1/13/2015	7.19	<1.0	<100
	9/15/2016	7.4	<3.0	<100

EPI-MW-1	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	7.28	<5	<5
	6/8/2009	6.96	<5	<5
	9/29/2009	7.24	1.7	<5
	12/14/2009	7.42	1.6	<5
	3/3/2010	7.86	2.4	<5
	6/1/2010	7.66	<1.8	<5
	9/14/2010	7.14	2.1	<5
	12/14/2010	7.58	<1.8	<5
	3/2/2011	7.11	2.5	<5
	5/15/2012	6.94	1.1	NA
	10/9/2012	6.43	1.4	NA
	4/23/2013	7.64	<1.0	<5
	10/21/2013	7.1	1.5	NA
	1/23/2014	7.14	1.5	NA
	7/14/2014	7.24	1.6	<1
	1/12/2015	7.65	<1.0	NA
	4/13/2015	6.6	<1.0	<4
	7/20/2015	6.96	<1.0	<2
	10/13/2015	6.52	<1.0	<100
	1/13/2016	7.09	1.3	<100
	9/15/2016	7.3	<3.0	<100

EPI-MW-9	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	6/8/2009	7.98	**7.0**	<5
	9/29/2009	7.95	**5.7**	<5
	12/14/2009	8.26	**5.8**	<5
	3/3/2010	8.00	**6.6**	<5
	6/1/2010	8.58	**6.4**	5
	9/14/2010	8.12	**6.6**	<5
	12/14/2010	8.23	**6.3**	<5
	3/2/2011	7.99	**7.8**	<5
	1/27/2012	9.25	**6.6**	NA
	5/15/2012	7.22	**8.1**	NA
	10/9/2012	7.47	**7.6**	<5
	1/17/2013	8.83	**6.6**	NA
	4/23/2013	8.53	**5.9**	<5
	7/30/2013	8.42	**7.5**	NA
	10/21/2013	8.18	**6.6**	<1
	1/23/2014	7.3	**5.9**	NA
	7/14/2014	8.06	**6.0**	<1
	1/12/2015	8.26	3.9	<2
	4/13/2015	6.16	3.9	<4
	7/20/2015	7.09	4.2	<2
	10/13/2016	7.26	4.2	<100
	1/13/2016	7.24	3.1	<100
	9/15/2016	7.8	4.7	<100

EPI-MW-8	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	NA	NA	NA
	6/8/2009	8.15	<5	<5
	9/29/2009	8.36	3.9	5
	12/14/2009	8.58	4.2	<5
	3/3/2010	8.25	4.7	<5
	6/1/2010	8.93	3.1	<5
	9/14/2010	7.98	4.7	<5

MW-41	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	NA	NA	NA
	6/8/2009	5.87	<5	<5
	9/29/2009	6.65	<1	<5
	12/14/2009	6.58	<1	<5
	3/3/2010	7.77	<1.8	<5
	6/1/2010	6.65	<1.8	<5
	9/14/2010	7.11	<1.8	<5

EPI-MW-6	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	NA	NA	NA
	6/8/2009	8.18	<5	<5
	9/29/2009	8.30	3.8	<5
	12/14/2009	8.22	3.9	<5
	3/3/2010	8.16	3.9	<5
	6/1/2010	8.19	2.8	<5
	9/14/2010	7.96	4.4	<5

EPI-MW-7	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	6/8/2009	10.82	**7**	<5
	9/29/2009	11.43	**5.8**	<5
	12/14/2009	10.34	**7.7**	<5
	3/3/2010	8.58	**5.7**	<5
	6/1/2010	11.41	4.9	16
	9/14/2010	9.35	**7.3**	<5
	12/14/2010	9.33	4.8	<5
	3/2/2011	8.31	**5.2**	<5
	1/27/2012	9.40	**5.9**	NA
	5/15/2012	8.45	**5.7**	<6
	10/9/2012	8.52	**9.7**	<5
	1/17/2013	7.65	**6.5**	NA
	4/23/2013	9.05	4.2	<5
	7/30/2013	7.70	**7.3**	NA
	10/21/2013	8.39	4.7	<1
	1/23/2014	7.41	**5.2**	NA
	7/14/2014	8.85	**5.6**	<1
	1/12/2015	8.77	3.7	<2
	4/13/2015	7.90	4.3	6
	7/20/2015	7.59	**5.1**	<2
	10/13/2015	8.85	4.2	<100
	1/13/2016	7.73	3.9	<100
	9/15/2016	7.7	**5.2**	<100

EPI-MW-5	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	3/18/2009	6.46	<5	<5
	6/8/2009	6.31	<5	<5
	9/29/2009	6.47	<1	<5
	12/14/2009	6.34	<1	<5
	3/3/2010	7.72	<1	<5
	6/1/2010	6.63	<1.8	<5
	9/14/2010	6.75	<1.8	<5

MW-10	DATE	pH	DISSOLVED ARSENIC	FORMALDEHYDE
	9/29/2009	NA	**6.2**	<5
	12/14/2009	NA	**7.7**	<5
	3/3/2010	NA	4.0	<5
	6/1/2010	NA	4.8	18
	9/14/2010	NA	**7.1**	<5
	1/9/2012	10.27	**17**	<5
	1/17/2013	11.94	**6.8**	NA
	4/23/2013	11.44	3.8	<5
	7/30/2013	11.36	**5.9**	NA
	10/21/2013	11.69	**6.0**	<1
	1/23/2014	11.4	4.3	NA
	7/14/2014	11.83	4.1	<1
	1/12/2015	11.02	2.5	<2
	4/13/2015	11.32	2.7	8
	7/20/2015	11.83	3.6	**<2000**
	1/13/2016	12.54	3.1	<100
	9/15/2016	11.5	**5**	<100

LEGEND

- APPROXIMATE SITE BOUNDARY
- MONITORING WELL (INSTALLED BY EPI AND OTHERS)
- ABANDONED MONITORING WELL

NOTES:
DISSOLVED ARSENIC AND FORMALDEHYDE UNITS ARE IN MICROGRAMS PER LITER (µg/L)
pH AT 25 DEGREES CELSIUS

BOLD = DENOTES CONCENTRATIONS THAT EXCEED MODEL TOXICS CONTROL ACT (MTCA) CLEANUP LEVEL.
< = DENOTES ANALYTE NOT DETECTED AT OR EXCEEDING THE REPORTED LIMIT LISTED.
NA = NOT APPLICABLE

N

0 80
SCALE IN FEET

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Washington
Issaquah | Bellingham | Seattle
Oregon
Portland | Bend | Baker City
California
Oakland | Sacramento | Irvine

FIGURE 4

GROUNDWATER ANALYTICAL RESULTS
OLD STONEWAY CONCRETE SITE
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: shaynes Checked By: JR Date: 4/13/2017 Disc Reference:
Document Path: Q:\Projects\266 Gary Merlino\008 Old Stoneway\Figure 4_gwAnalyticalData_pee.mxd

Enclosure A, Figure 5

Enclosure B

Basis for the Opinion:
List of Documents

1. July 19, 2018. Site No Further Action Likely Opinion Letter, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702. Washington State Department of Ecology.

2. March 7, 2018. Request for Written Opinion, Focused Feasibility Study and Disproportionate Cost Analysis, Old Stoneway Renton Property, 1915 Southeast Maple Valley Highway, Renton, Washington, VCP Project No. NW1702. Farallon Consulting.

3. August 31, 2017. Further Action Opinion Letter, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702. Washington State Department of Ecology.

4. April 13, 2017. Cleanup Status and Permanent Cleanup Action, Old Stoneway Renton Property, 1915 Southeast Maple Valley Highway, Renton, WA. Farallon Consulting.

5. August 11, 2015. Cleanup Status, Former Stoneway Concrete Batch Plant, 1915 SE Maple Valley Highway, Renton, Washington. Environmental Partners, Inc.

6. December 29, 2011. Further Action Opinion Letter, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702. Washington State Department of Ecology.

7. October 12, 2011. Interim Action Report Volume 1, Former Stoneway Batch Plant, 1915 SE Maple Valley Highway, Renton Washington, WA. Environmental Partners, Inc.

8. May 9, 2011. Further Action Opinion Letter on Interim Action Report, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702. Washington State Department of Ecology.

9. February 7, 2011. Interim Action Report, Volumes 1 and 2, Former Stoneway Batch plant, 1915 SE Maple Valley Highway, Renton Washington, WA. Environmental Partners, Inc.

10. April 30, 2009. Opinion on Proposed Cleanup of the following Site: Former Stoneway Batch Plant, 1915 SE Maple Valley Highway, Renton Washington, WA, VCP NW1702. Washington State Department of Ecology.

11. March 9, 2009. Cleanup Action Plan, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, Environmental Partners, Inc.

12. October 30, 2007. Ex Situ Soil Bioremediation Treatability Study, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, Environmental Partners, Inc.

13. September 17, 2007. Interim Remedial Action Letter Report, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, Environmental Partners, Inc.

14. May 5, 2006. Remedial Investigation Report, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, Environmental Partners, Inc.

15. April 17, 2001. Department of Ecology Memorandum from Joanne Polayes to file. Discontinuation of groundwater monitoring for tetrachloroethene at Stoneway Concrete, Renton.

16. September 20, 1998. Final Report, Stoneway Tetrachloroethene (PCE) Assessment Renton, Washington. Pacific Groundwater Group.

Enclosure C

Environmental Covenant for Institutional Controls

20190716000692
COVENANT Rec: $121.50
7/16/2019 3:02 PM
KING COUNTY, WA

After Recording Return
Original Signed Covenant to:
Michael Warfel, VCP Site Manager
Toxics Cleanup Program
Washington State Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, Washington 98008-5452

Environmental Covenant

Grantor: SRMRENTON LLC
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: POR OF SE 17-23-05 BEING KNOWN AS REV LEGAL DESC OF EXHIBIT E OF BOUNDARY LINE AGREEMENT REC #20090112001505 APPROVED BY CITY OF RENTON DAVID CHRISTENSEN DATED 01-22-09 SEE SURVEY 20090112900011
Tax Parcel No.: King County 172305-9026

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a MTCA site commonly known as **Stoneway Concrete Renton, Ecology Facility Site ID 62244377, Cleanup Site ID 2121, Voluntary Cleanup Program # NW1702.** The Property is legally described in Exhibit A, and illustrated in Exhibits B and C, both of which are attached (hereafter, "Property"). If there are differences between these Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Highly alkaline pH
Groundwater	Arsenic and highly alkaline pH

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. This Covenant includes the following Exhibits:

Exhibit A – Legal Description

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Exhibit D – Confirmational Groundwater Monitoring Plan

Exhibit E – Operation, Maintenance, and Contingency Plan

Records describing the extent of residual contamination, remedial actions conducted, and details of post-remediation activities required by this Covenant are available through Ecology. This includes the following documents:

Department of Ecology, *Further Action Opinion Letter, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702*, August 31, 2017.

Farallon Consulting, *Request for Written Opinion, Focused Feasibility Study and Disproportionate Cost Analysis, Old Stoneway Renton Property, 1915 Southeast Maple Valley Highway, Renton, Washington, VCP Project No. NW1702*, March 7, 2018.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

SRMRENTON LLC, as Grantor and owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests

the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining immediately adjacent to the Property.

c. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil. The remedial action for the Property is based on containing contaminated soil beneath the Property, the estimated extent of which is illustrated in Exhibit C. The Grantor shall not alter or remove all or a portion of existing or future structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to alter or remove all or a portion of existing or future structures so that access to the underlying soil contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Containment of Groundwater. The remedial action for the Property is based on containing contaminated groundwater beneath the Property, as illustrated in Exhibit C. Contact with high pH groundwater in the four former concrete sedimentation basins shall be prevented by filling the basins with clean inert material to ground surface. The Grantor shall not alter or remove the existing structures on the Property, or construct new structures on the Property, in any manner that would expose contaminated groundwater, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose activities on the Property such that access to the underlying groundwater contamination is feasible, Ecology may require treatment or removal of the contaminated groundwater.

c. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed within the area of the Property illustrated in Exhibit C. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of watertight construction. Three 48-inch-diameter, corrugated metal pipe (CMP) dry wells, located north of and adjacent to the four former concrete sedimentation basins, shall be decommissioned in accordance with WAC 173-160-381.

d. Groundwater Use. The groundwater beneath the Property shall not be extracted for any purpose other than investigation, monitoring, or remediation performed in accordance with requirements imposed by Ecology for the Property. Drilling of a well for any water supply purpose on or beneath the Property is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

e. Confirmational Groundwater Monitoring Plan. Monitoring of groundwater for the Property shall be performed in accordance with the Confirmational Groundwater Monitoring Plan that is attached as Exhibit D to this Covenant.

f. Operation, Maintenance, and Contingency Plan.

The integrity of the Site cleanup shall be protected in accordance with the Operation, Maintenance, and Contingency Plan that is attached as Exhibit E to this Covenant. Any activity on the Property that compromises the integrity of the Site cleanup (including drilling; digging; piercing with a sampling device, post, stake or similar device; grading; excavation; or installation of underground utilities) is prohibited without prior written approval by Ecology.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any title, easements, and security or other interests (other than leases without access rights to restricted areas) within the area of the Property described and illustrated in Exhibit A, must:

i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Waiver of advance notice to Ecology for leases does not constitute waiver of this notice for the entire Property nor a waiver of the requirement in Section 4.a.ii. to include a notice in any document conveying interest in the Property

ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS AVAILABLE FROM GRANTOR UPON REQUEST.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Gary Merlino **SRMRENTON LLC** **5050 1st Ave S, Suite 102** **Seattle, WA 98134** **206-762-9125** **jblais@gmccinc.com**	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, Washington 98504-7600 360-407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of

this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 13th day of June, 2019.

[SIGNATURE]

by: Gary Merlino [PRINTED NAME]

Title: Manager

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 13th day of June, 2019, I certify that Gary Merlino personally appeared before me, acknowledged that **he/she** is the Manager of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

JIMMY BLAIS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-09-22 204254

Notary Public in and for the State of Washington

Residing at 2405 1st Ave, Unit B, Seattle, WA 98121

My appointment expires 11/09/2022

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant pertaining to the Stoneway Concrete Renton, Ecology Facility Site ID 62244377, Cleanup Site ID 2121, Voluntary Cleanup Program # NW1702.

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

_____[SIGNATURE]

by: ROBERT W. WARREN[PRINTED NAME]

Title: Toxics Cleanup Program Section Manager

Dated: 7/9/19

Exhibit A

LEGAL DESCRIPTION

From "Commitment for Title Insurance, Issued by Fidelity National Title Company of Washington, 600 University St., Suite 2424, Seattle, WA 98010; prepared for SRMRENTON, LLC, a Washington Limited Liability Company; effective date June 8, 2018 at 8:00 A.M."

THOSE PORTIONS OF GOVERNMENT LOTS 4, 6, AND 7, BEING A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 89°45'17" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1325.66 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 01°08'15" WEST, ALONG THE EAST LINE OF GOVERNMENT LOT 7, A DISTANCE OF 561.54 FEET TO THE SOUTHEAST CORNER OF THAT STRIP OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20070716001845, RECORDS OF KING COUNTY, WASHINGTON AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID STRIP OF LAND THE FOLLOWING COURSES AND DISTANCES:

NORTH 43°36'56" WEST A DISTANCE OF 45.84 FEET;

THENCE NORTH 45°13'07" WEST A DISTANCE OF 162.69 FEET;

THENCE NORTH 45°01'03" WEST A DISTANCE OF 71.93 FEET;

THENCE NORTH 44°48'32" WEST A DISTANCE OF 43.14 FEET;

THENCE SOUTH 44°34'17" WEST A DISTANCE OF 18.55 FEET;

THENCE NORTH 45°25'13" WEST A DISTANCE OF 97.58 FEET;

THENCE NORTH 44°37'55" EAST A DISTANCE OF 20.00 FEET;

THENCE NORTH 44°56'28" WEST A DISTANCE OF 33.44 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 53.75 FEET;

THENCE SOUTH 45°14'28" WEST A DISTANCE OF 3.00 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°14'28" EAST A DISTANCE OF 3.00 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 58.64 FEET;

THENCE NORTH 43°03'39" WEST A DISTANCE OF 81.48 FEET;

THENCE NORTH 42°20'14" WEST A DISTANCE OF 9.80 FEET;

THENCE SOUTH 47°24'25" WEST A DISTANCE OF 3.04 FEET;

THENCE NORTH 42°28'13" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 47°24'25" EAST A DISTANCE OF 3.02 FEET;

THENCE NORTH 42°20'15" WEST A DISTANCE OF 30.15 FEET;

THENCE SOUTH 47°56'38" WEST A DISTANCE OF 2.00 FEET;

THENCE NORTH 42°03'22" WEST A DISTANCE OF 15.04 FEET;

THENCE NORTH 47°56'38" EAST A DISTANCE OF 2.00 FEET;

THENCE NORTH 41°42'44" WEST A DISTANCE OF 52.17 FEET;

THENCE NORTH 86°11'31" WEST A DISTANCE OF 19.84 FEET TO THE SOUTHEASTERLY BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20060515000366, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL AND THE SOUTHEASTERLY BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20060515000380 RECORDS OF KING COUNTY, WASHINGTON, ALONG THE FOLLOWING COURSES AND DISTANCES:

SOUTH 47°51'06" WEST A DISTANCE OF 34.62 FEET;

THENCE NORTH 42°08'54" WEST A DISTANCE OF
10.48 FEET;

THENCE SOUTH 47°51'06" WEST A DISTANCE OF
3.44 FEET;

THENCE SOUTHWEST ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 394.50 FEET THROUGH A CENTRAL ANGLE OF 04°35'00", A DISTANCE OF 31.56 FEET.

THENCE NORTH 37°33'54" WEST A DISTANCE OF 4.50 FEET;

THENCE SOUTHWEST ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 37°33'54" WEST HAVING A RADIUS OF 390.00 FEET THROUGH A CENTRAL ANGLE OF 18°08'11", A DISTANCE OF 123.45 FEET;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARIES SOUTH 47°51'38" WEST A DISTANCE OF 31.45 FEET;

THENCE SOUTH 88°45'08" WEST A DISTANCE OF 251.95 FEET;

THENCE SOUTH 39°43'43" WEST A DISTANCE OF 73.20 FEET;

THENCE NORTH 78°45'32" WEST A DISTANCE OF 176.04 FEET;

THENCE SOUTH 28°17'28" WEST A DISTANCE OF 410.47 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF THE RIGHT BANK OF THE CEDAR RIVER;

THENCE EASTERLY, ALONG SAID ORDINARY HIGH WATER LINE, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 7 WHICH BEARS SOUTH 1°08'15" WEST FROM THE POINT OF BEGINNING;

THENCE NORTH 01°08'15" EAST A DISTANCE OF 204.49 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;

THENCE NORTH 89°45'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 1325.66 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 17;

THENCE SOUTH 01°08'15" EAST, ALONG THE EAST LINE OF SAID LOT 7, 699.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 86°05'30" EAST, 8.05 FEET;

THENCE SOUTH 46°07'3" EAST, 10.07 FEET;

THENCE SOUTH 32°15'04" EAST, 9.90 FEET;

THENCE SOUTH 23°06'52" EAST, 20.37 FEET;

THENCE SOUTH 20°04'33" EAST, 10.70 FEET;

THENCE SOUTH 55°58'38" WEST, 9.81 FEET;

THENCE SOUTH 60°06'50" WEST, 10.27 FEET;

THENCE SOUTH 68°03'20° WEST, 9.72 FEET;

THENCE SOUTH 67°57'27" WEST, 8.01 FEET TO SAID EAST LINE OF LOT 7;

THENCE NORTH 01°08'15" EAST, 61.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON

THENCE NORTH 89°45'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 1325.66 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 17;

THENCE SOUTH 01°08'15" EAST, ALONG THE EAST LINE OF SAID LOT 7, 561.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST LINE, SOUTH 01°08'15" WEST 138.06 FEET;

THENCE NORTH 86°05'30" WEST, 3.63 FEET;

THENCE NORTH 28°28'36" WEST, 31.94 FEET;

THENCE NORTH 01°47'52" WEST, 32.22 FEET;

THENCE NORTH 00°40'25" WEST, 56.39 FEET;

THENCE NORTH 03°09'34" EAST, 24.54 FEET;

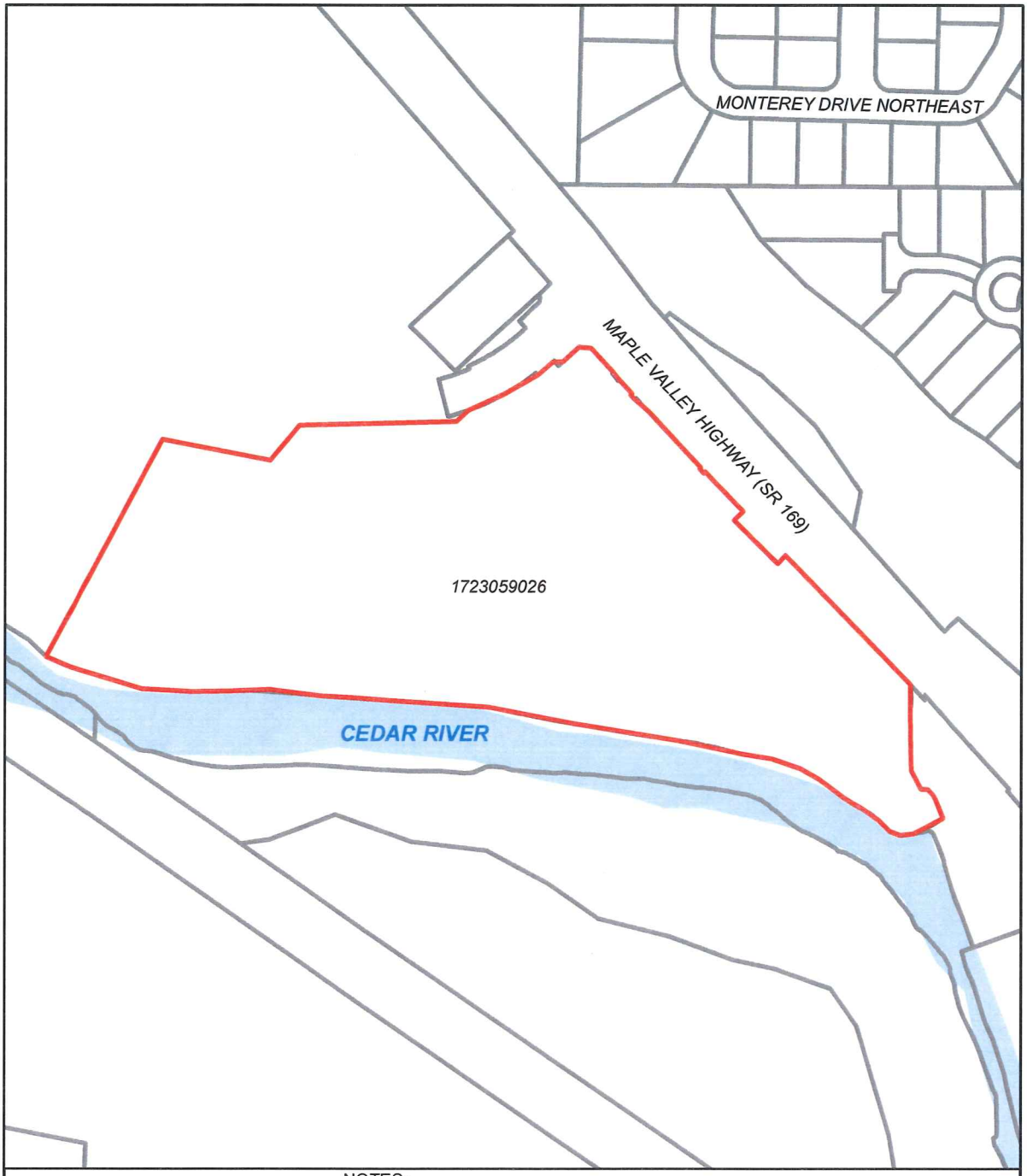
THENCE NORTH 03°48'48" WEST, 21.14 FEET TO THE SOUTH LINE OF THAT STRIP OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20070716001845, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 43°36'56" EAST, ALONG SAID SOUTH LINE, 33.81 FEET TO THE TRUE POINT OF BEGINNING

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

PROPERTY MAP



LEGEND

KING COUNTY TAX PARCEL BOUNDARY AND NUMBER: 1723059026

KING COUNTY PARCEL BOUNDARY

0 250

SCALE IN FEET

N

NOTES:
1. ALL LOCATIONS ARE APPROXIMATE.
2. FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.

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FIGURE B-1

PROPERTY MAP
OLD STONEWAY RENTON PROPERTY
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: pemahiser Checked By: PK Date: 1/4/2019 Disc Reference:

Document Path: Q:\Projects\266 Gary Merlino\008 Old Stoneway\Mapfiles\FIGURE B-1_SITE MAP.mxd

Exhibit C

MAPS ILLUSTRATING LOCATIONS OF RESTRICTIONS

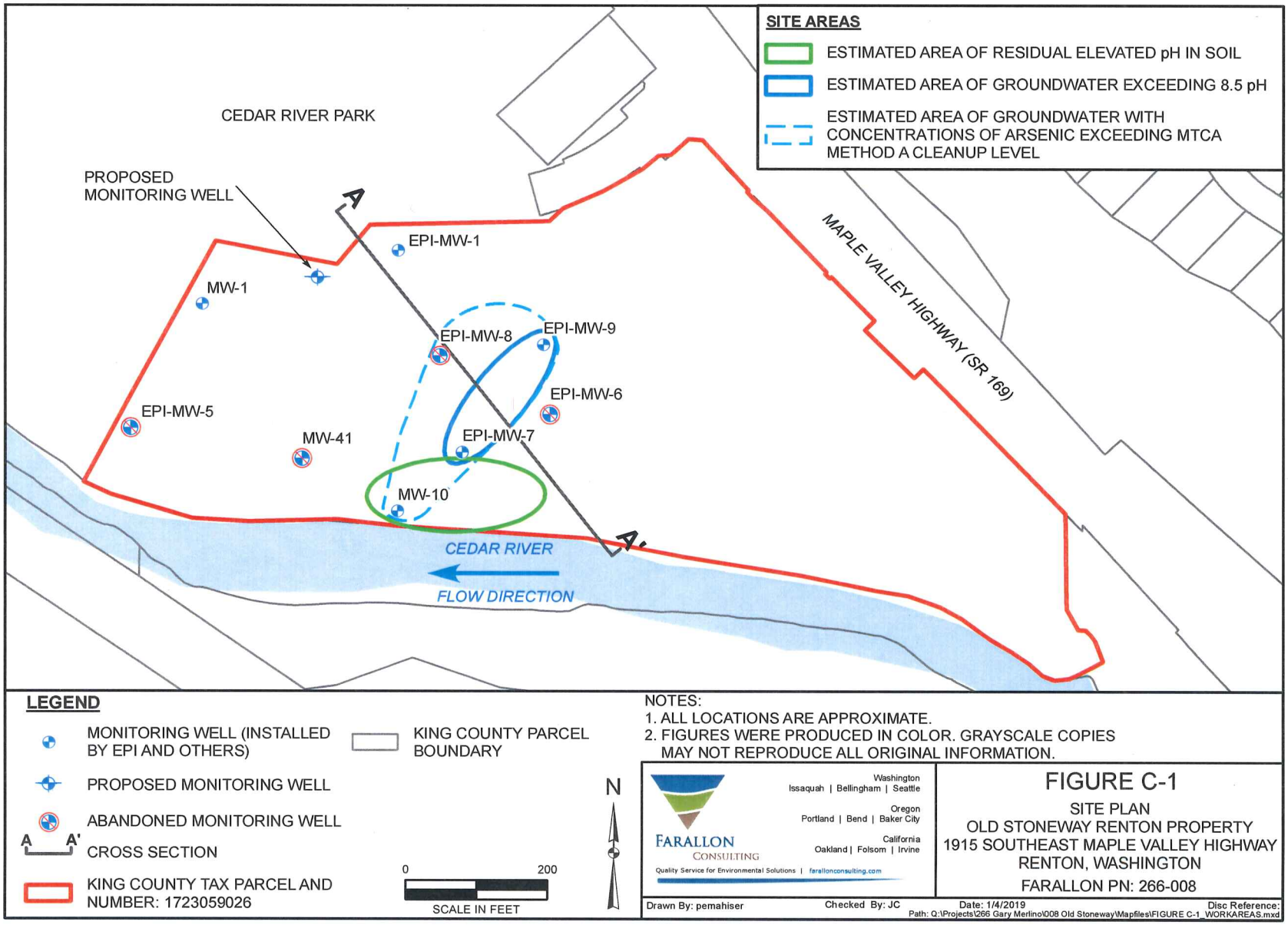
SITE AREAS
ESTIMATED AREA OF RESIDUAL ELEVATED pH IN SOIL
ESTIMATED AREA OF GROUNDWATER EXCEEDING 8.5 pH
ESTIMATED AREA OF GROUNDWATER WITH CONCENTRATIONS OF ARSENIC EXCEEDING MTCA METHOD A CLEANUP LEVEL
CEDAR RIVER PARK
PROPOSED MONITORING WELL
A
A'
EPI-MW-1
MW-1
EPI-MW-8
EPI-MW-9
EPI-MW-6
EPI-MW-5
MW-41
EPI-MW-7
MW-10
MAPLE VALLEY HIGHWAY (SR 169)
CEDAR RIVER
FLOW DIRECTION
LEGEND
MONITORING WELL (INSTALLED BY EPI AND OTHERS)
PROPOSED MONITORING WELL
ABANDONED MONITORING WELL
A A' CROSS SECTION
KING COUNTY TAX PARCEL AND NUMBER: 1723059026
KING COUNTY PARCEL BOUNDARY
0
200
SCALE IN FEET
N
NOTES:
1. ALL LOCATIONS ARE APPROXIMATE.
2. FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.
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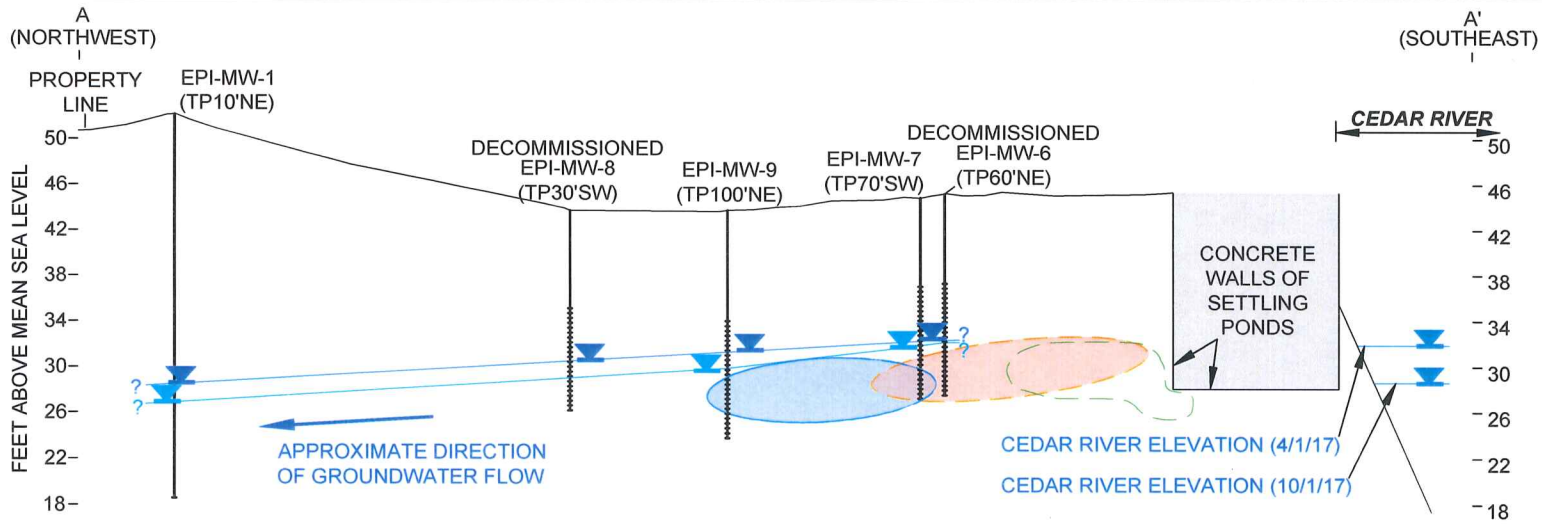
FIGURE C-1
SITE PLAN
OLD STONEWAY RENTON PROPERTY
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON
FARALLON PN: 266-008
Drawn By: pemahiser
Checked By: JC
Date: 1/4/2019
Disc Reference:
Path: Q:\Projects\266 Gary Merlino\008 Old Stoneway\Mapfiles\FIGURE C-1_WORKAREAS.mxd



LEGEND

EPI-MW-9 (TP100'NE)

BORING OR WELL LOCATION TRANSPOSED (TP) IN FEET, NORTHEAST (NE), OR SOUTHWEST (SW) OF THE CROSS-SECTION LINE.

BLANK CASING

WELL SCREEN INTERVAL

GROUNDWATER ELEVATION MARCH 3, 2010

GROUNDWATER ELEVATION JULY 20, 2017

ESTIMATED AREA OF GROUNDWATER WITH CONCENTRATIONS OF ARSENIC EXCEEDING MTCA METHOD A CLEANUP LEVEL

ESTIMATED AREA OF GROUNDWATER WITH pH EXCEEDING 8.5

ESTIMATED AREA OF RESIDUAL ELEVATED pH IN SOIL

16'
0'
0'
80'

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FIGURE C-2

SITE CROSS SECTION
OLD STONEWAY RENTON PROPERTY
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON

FARALLON PN: 266-008

Drawn By: MB | Checked By: PK | Date: 12/31/2018 | Disk Reference: CROSS-SECTION

Exhibit D

CONFIRMATIONAL GROUNDWATER MONITORING PLAN

Compliance groundwater monitoring will be conducted as part of the selected cleanup action. The results of the groundwater monitoring events will be used to assess groundwater flow and gradient, and groundwater quality at the Site to ensure that the MTCA Method A cleanup level for arsenic is attained at the conditional points of compliance at the downgradient, northwestern Site boundary.

The Confirmation Groundwater Monitoring Plan (CGMP) includes the following elements:

- Monitoring Locations
  - MW-1, EPI-MW-1, EPI-MW-7, EPI-MW-10, and a new monitoring well to be installed between MW-1 and EPI-MW-1; see Figure C-1 in Exhibit C of this Covenant.
  - If any of these wells must be decommissioned during Property development, replacement monitoring wells shall be installed, at the same or similar locations approved by Ecology.
  - Any monitoring well decommissioned during Property redevelopment shall be decommissioned per WAC 173-160 standards, and a decommissioning report shall be submitted to Ecology within 30 days after completion of decommissioning.
  - Any new monitoring wells shall be constructed in accordance with WAC 173-160 standards, and a boring/well installation log shall be provided to Ecology within 30 days after completion of the well.

- Monitoring Data to be Collected:
  - Water levels
  - Samples to be tested for pH (field) and dissolved arsenic

- Monitoring Frequency
  - Annually, beginning in October 2019, for at least 5 additional years, until the time of the first periodic review by Ecology in 2024.
  - Subsequent monitoring will depend upon the results of the first periodic review.

- Sampling Procedures
  - Groundwater samples will be collected in accordance with the *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells* dated January 19, 2010, prepared by EPA (2010). Groundwater samples will be collected directly from the pump outlet following

stabilization of the geochemical parameters in accordance with the EPA (2010) guidance for low-flow purging and sampling. Laboratory analytical results will be uploaded to Ecology's Environmental Information Management database.

- Reporting
    - Submit annual reports of water level measurements, sample analysis results, and a map showing groundwater elevation contours, pH, and dissolved arsenic to the Ecology NW Regional Office (Voluntary Cleanup Program) and to the City of Renton Water Utility (Engineering Section).

- The Grantor shall maintain clear access to the on-Property wells and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring well. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage to any of the on-Property wells and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Exhibit E

OPERATION, MAINTENANCE, AND CONTINGENCY PLAN

The Grantor shall maintain clear access to the monitoring wells and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring well. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage to any monitoring wells and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any activity that affects the integrity of the Site cleanup. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair any damage to the integrity of the Site cleanup and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.