



PACIFIC TESTING LABORATORIES

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10726 Silverdale Way N W #105 • Silverdale, WA 98133
(206) 698-6650 • FAX (206) 698-6648

January 27, 1993
Certificate No. 9212-6600.1

Mr. Harry Rubin
U.S. BANK - TRUST REAL ESTATE
P.O. Box 720
Seattle, WA 98111-0720

Subject: Soil and Water Analysis for Total Petroleum Hydrocarbons, Sahlberg Equipment Project.

Dear Mr. Rubin:

On December 8, 1992, the Chemistry Department of Pacific Testing Laboratories received nine soil samples and two water samples taken by a representative of Pacific Testing Laboratories' Environmental Services Department from your Sahlberg Equipment Project. Chain of Custody records indicate the samples were collected December 8, 1992. Samples were analyzed on December 9-15, 1992.

Per your request, samples were analyzed for total petroleum hydrocarbons according to Method WTPH-HCID (hydrocarbon identification) using a Hewlett-Packard 5890A Gas Chromatograph (2429-A03040). The petroleum contaminant in the soil was identified as diesel and the level of diesel present in each soil sample was subsequently determined according to Method WTPH-D (diesel in soil). The two water samples were tested for diesel contamination according to Method WTPH-D (diesel in soil) using a Hewlett-Packard 5890A Gas Chromatograph. The water samples were also tested for benzene, toluene, ethyl-benzene, and xylenes (BTEX) according to EPA Method 8020 using a Hewlett-Packard 5890A Gas Chromatograph, and for total petroleum hydrocarbons according to Method WTPH 418.1 using a Perkin Elmer 1600 Series FTIR Spectrophotometer (S/N 135991).

Analytical results in parts per million (ppm) are presented in Tables 1 and 2 of Appendix A. Chain of Custody documents are presented in Appendix B.

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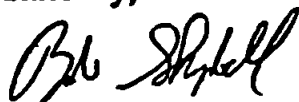
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Thank you for using Pacific Testing Laboratories. If you have any questions, or if we can be of further assistance to you, please contact us at (206) 282-0666.

Approved by: Robert A. Bartlett, Manager, Chemistry Department *Pr R's*

Sincerely,



Doris Meade, Chemist *Pr*
Chemistry Department

DIM/mjg

Enclosure

Table 1. Analytical Results for Soil

Sample ID	Total Petroleum Hydrocarbons (ppm)	Percent Moisture	Surrogate Spike Recovery
	WTPH-Diesel		
A	44	25.0	99%
B	42	31.6	93%
C	46	34.7	92%
C-MW-A-1	207	13.6	108%
C-MW-A-2	321	29.8	112%
C-MW-A-3	49	22.5	98%
C-MW-B-1	52	31.7	89%
C-MW-B-2	39	22.8	99%
C-MW-B-3	42	21.1	91%

ppm - Parts Per Million

Table 2. Analytical Results for Water

Sample ID	Total Petroleum Hydrocarbons (ppm)		Benzene (ppm)	Toluene (ppm)	Ethylbenzene (ppm)	Total Xylenes (ppm)
	WTPH-418.1	WTPH-D				
MW-1	<1.0	1.8	NA	NA	NA	NA
MW-2	1.1	8.3	<0.001	<0.025	<0.01	<0.015

< = Less Than
NA = Not Analyzed
ppm = Parts Per Million

PACIFIC TESTING LABORATORIES

CHAIN OF CUSTODY RECORD

PTL Certificate Number **9212-6600**

Client name US Bank		Job number		ANALYSIS REQUIRED										No. 136
Project name Sahlberg Equip.		P.O. Number												
Project manager RPS		Sampler(s) RPS												
Sample number	Date sampled	Time sampled	Type Composite or Grab	Sample description	Number of containers	WTPH-HC10	WTPH-D	WTPH-418-1	Chlorobenzene	BTEX		Hazardous sample Special handling required	Remarks	
A	12/8	10:00	G	dark brown sand	1	X								
B	12/8	10:25	G	gray brown, silty	1	X								
C	12/8	10:40	G	gray brown, silty	1	X								
C-MW-A-1	12/8	11:30/ 11:40	C	Composite of MW-A-1 + MW-A-2	2	X								
C-MW-A-2	12/8	11:50/ 12:00	C	Composite of MW-A-3 + MW-A-4	2	X								
C-MW-A-3	12/8	12:05/ 12:10	C	Composite of MW-A-5 + MW-A-6	2	X								
MW-B	12/8	15:20	G	ground water	1	X	X	X						
C-MW-B-1	12/8	13:50/ 14:00	C	Composite of MW-B-1 + MW-B-2	2	X								
C-MW-B-2	12/8	14:20/ 14:35	C	Composite of MW-B-3 + MW-B-4	2	X								
C-MW-B-3	12/8	14:45/ 14:55	C	Composite of MW-B-5 + MW-B-6	2	X								
MW-2	12/8	15:05	G	ground water	1	X	X	X	X					

Signature		Company		Date	Time
Relinquished by B. B. Shepherd		PTL		12/8	16:50
Received by					
Relinquished by					
Received by					
Relinquished by					
Received by					



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January 27, 1993

Certificate No. 9212-6600

**Mr. Harry Rubin
U.S. BANK-TRUST REAL ESTATE
P.O. Box 720
Seattle, WA 98111-0720**

Subject: Water Analysis for Total Petroleum Hydrocarbons

Dear Mr. Rubin:

On December 14, 1992, the Chemistry Department of Pacific Testing Laboratories received two water samples taken by a representative of Pacific Testing Laboratories' Environmental Services Department. Chain of Custody records indicate the samples were collected December 14, 1992. Samples were analyzed on December 23, 1992.

Per your request, the samples were analyzed for total petroleum hydrocarbons according to Method WTPH 418.1 using a Perkin Elmer 1600 Series FTIR Spectrophotometer (S/N 135991). The samples were also analyzed for diesel, benzene, toluene, ethyl-benzene, and total xylenes according to Method WTPH-D (diesel in soil) and EPA Method 8020 (BTEX) using a Hewlett-Packard 5890A Gas Chromatograph (2429 A03040).

Analytical results in parts per million (ppm) are presented in Table 1 of Appendix A. Chain of Custody Documents are presented in Appendix B.

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Page 2

Thank you for using Pacific Testing Laboratories. If you have any questions, please contact us at (206) 282-0666.

Approved by: Robert A. Bartlett, Manager, Chemistry Department *RA*

Sincerely,



Doris Meade *DM*
Chemist, Chemistry Department

DM/mjg

Enclosure

Table 1. Analytical Results for Water Samples

Sample ID	Total Petroleum Hydrocarbons		Benzene (ppm)	Toluene (ppm)	Ethyl-benzene (ppm)	Total Xylenes (ppm)
	WTPH-418.1	WTPH-D				
MW-A	<1	<1	<0.001	<0.025	<0.01	<0.015
MW-B	<1	<1	<0.001	<0.025	<0.01	<0.015

< = Less Than

PACIFIC TESTING LABORATORIES

CHAIN OF CUSTODY RECORD

PTL Certificate Number 4212-6600

✓№ 1361

[illegible]



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January 20, 1993
Certificate No. 9212-6600.1

Mr. Harry Rubin
U.S. BANK-TRUST REAL ESTATE
P.O. Box 720
Seattle, WA 98111-0720

Subject: Soil Analysis for Total Petroleum Hydrocarbons

Dear Mr. Rubin:

On January 8, 1993, the Chemistry Department of Pacific Testing Laboratories received ten soil samples taken by a representative of Pacific Testing Laboratories' Environmental Services Department from your Sahlberg project. An eleventh soil sample was received January 19, 1993. Chain of Custody records indicate the samples were collected January 8 and January 19, 1993. The samples were analyzed on January 11 and 19, 1993.

Per your request, the samples were analyzed for total petroleum hydrocarbons according to Method WTPH-HCID (hydrocarbon identification) using a Hewlett-Packard 5890A Gas Chromatograph (2429-A03040).

Analytical results in parts per million (ppm) on a dry weight basis are presented in Table 1 of Appendix A. Chain of Custody documents are presented in Appendix B.

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Page 2

Thank you for using Pacific Testing Laboratories. If you have any questions, or if we can be of further assistance to you, please contact us at (206) 282-0666.

Approved by: Robert A. Bartlett, Manager, Chemistry Department *PAB*

Sincerely,

Doris Meade

Doris Meade
Chemist, Chemistry Department

DM/mjg

Enclosure

Table 1. Analytical Results for Soil Samples

Sample ID	Percent Moisture	Gasoline (ppm)	Diesel (ppm)	Heavy Oils (ppm)
N-1	7.5	<20	<25	<100
N-2	7.0	<20	<25	<100
E-1	10.2	<20	<25	<100
E-2	6.1	<20	<25	<100
S-1	6.6	<20	<25	<100
S-2	7.3	<20	<25	392
S-3	19.6	<20	<25	<100
W-1	13.6	<20	<25	<100
W-2	8.3	<20	<25	<100
B-1	8.6	<20	<25	<100
B-2	7.2	<20	<25	<100

< = Less Than

APPENDIX B
CHAIN OF CUSTODY DOCUMENTS

PACIFIC TESTING LABORATORIES

CHAIN OF CUSTODY RECORD

PTL Certificate Number **9212-6600**

Client name US Bank				Job number		<div style="display: flex; justify-content: space-between;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">ANALYSIS REQUIRED</div> <div style="border: 1px solid black; padding: 5px;"> HEID 412.1 </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Hazardous sample Special handling required</div> </div>																		
Project name Sahlberg				P.O. Number														No 144						
Project manager RPS		Sampler(s) PW, MM																						
Sample number	Date sampled	Time sampled	Type Composite or Grab	Sample description	Number of containers													Remarks						
3A	1/27	14:00	G	Stockpile soils	1	X																		
5A	1	15:00	G		1	X																		

Signature		Company	Date	Time
Relinquished by	<i>Bob Syptell</i>	PTL	1/27	18:15
Received by				
Relinquished by				
Received by				
Relinquished by				
Received by				

PACIFIC TESTING LABORATORIES

CHAIN OF CUSTODY RECORD

PTL Certificate Number 9212-6600

[illegible]

**Appendix C
Bore Logs**

LOG OF TEST BORING

BORING A

PROJECT: US Bank

LOCATION: Sahlberg Equipment, 4th Ave S

DRILL METHOD: Auger

GROUND WATER DEPTH: 3.5 feet

ENGINEER: 1

REMARKS:

Cert. No.: 9212-6600

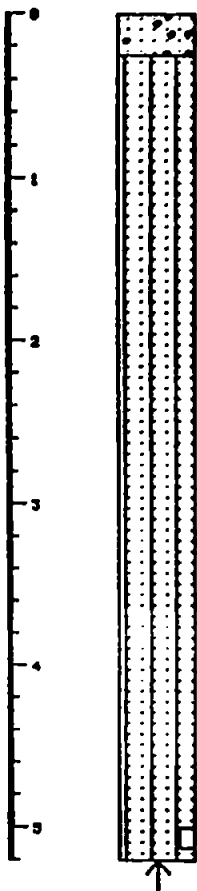
START: 12/8/92

FINISH: 12/8/92

BORING NO: A

ELEVATION:

SCALE: 2 feet per inch

ELEV	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Description	Remarks
DEPTH				
0			Asphalt	
1			dark brown sand	
2				
3				
4				
5				

PACIFIC TESTING LABORATORIES

Figure Number 1

LOG OF TEST BORING

BORING B

PROJECT: US Bank

LOCATION: Sahlberg Equipment, 4th Ave S

DRILL METHOD: Auger

GROUND WATER DEPTH: 4 feet

ENGINEER: 1

REMARKS:

Cert. No.: 9212-6600

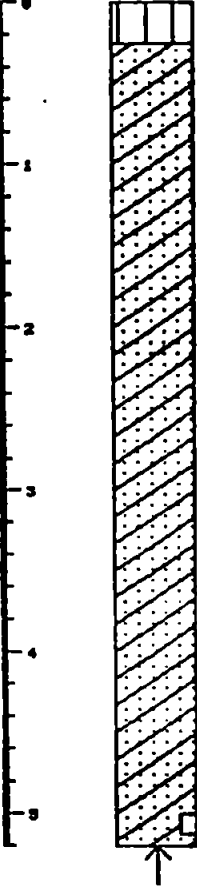
START: 12/8/92

FINISH: 12/8/92

BORING NO: B

ELEVATION:

SCALE: 2 feet per inch

ELEV	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Description	Remarks
DEPTH				
0			Asphalt	
1			gray brown sand	
2				
3				
4				
5				

PACIFIC TESTING LABORATORIES

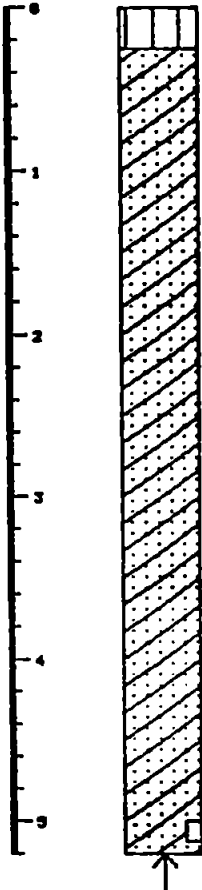
Figure Number 2

LOG OF TEST BORING

BORING C

PROJECT: US Bank
 LOCATION: Sahlberg Equipment, 4th Ave S
 DRILL METHOD: Auger
 GROUND WATER DEPTH: not encountered
 ENGINEER: 1
 REMARKS:

Cert. No.: 9212-6600
 START: 12/8/92
 FINISH: 12/8/92
 BORING NO: C
 ELEVATION:
 SCALE: 2 feet per inch

ELEV DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Description	Remarks
			Asphalt gray brown silty sand	

PACIFIC TESTING LABORATORIES

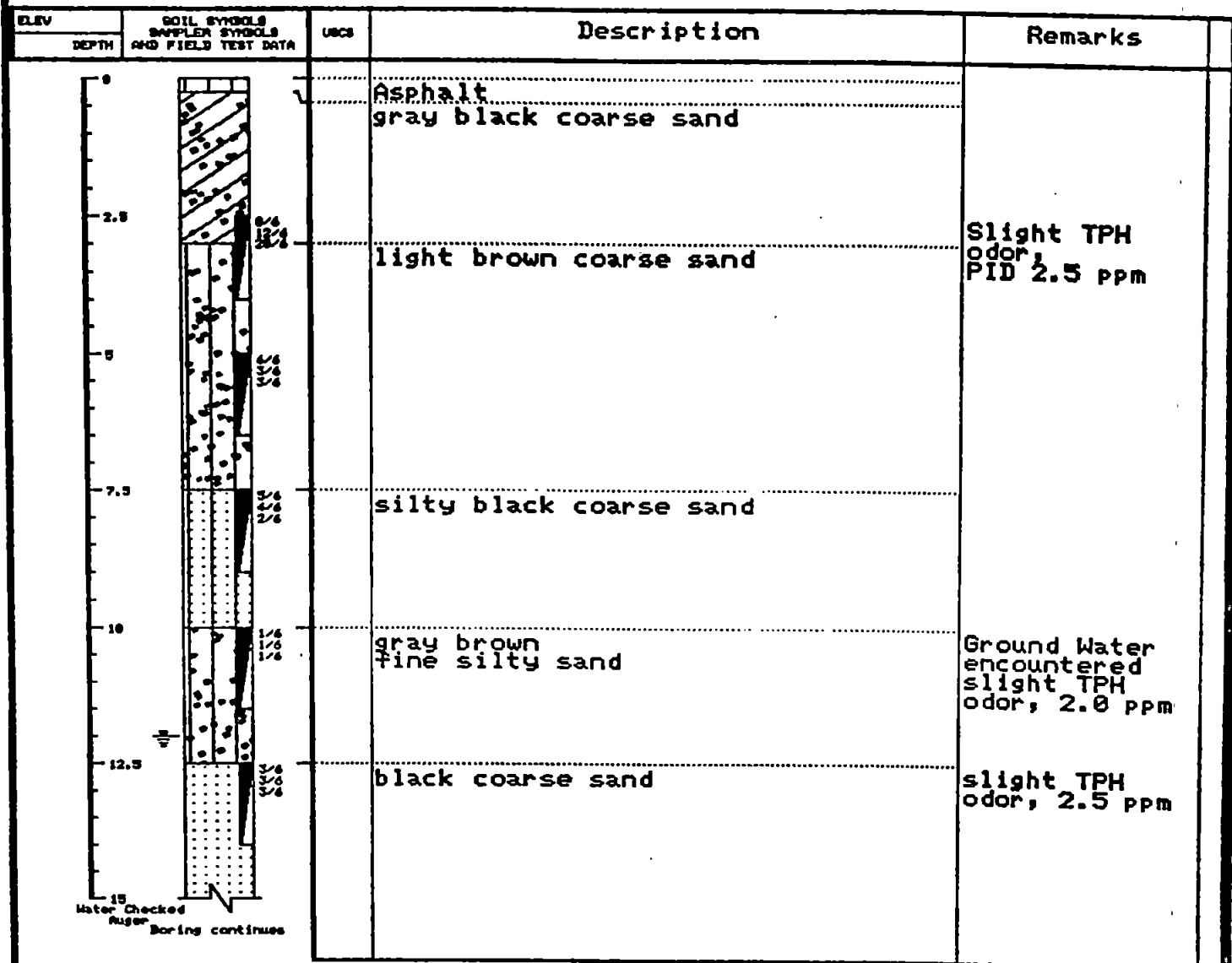
Figure Number 3

LOG OF TEST BORING

BORING MW-A

PROJECT: US Bank
 LOCATION: Sahlberg Equipment, 4th Ave S
 DRILL METHOD: Auger
 GROUND WATER DEPTH: 10 feet
 ENGINEER: 2.5
 REMARKS:

Cert. No.: 9212-6600
 START: 12/8/92
 FINISH: 12/8/92
 BORING NO: MW-A
 ELEVATION:
 SCALE: 1 feet per inch



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Figure Number 4

LOG OF TEST BORING

BORING MW-A

PROJECT: US Bank

LOCATION: Sahlberg Equipment, 4th Ave S

DRILL METHOD: Auger

GROUND WATER DEPTH: 10 feet

ENGINEER: 2.5

REMARKS:

Cert. No.: 9212-6600

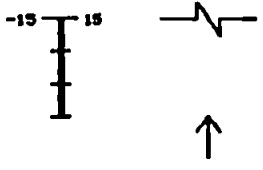
START: 12/8/92

FINISH: 12/8/92

BORING NO: MW-A

ELEVATION:

SCALE: 1 feet per inch

ELEV DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	LOGS	Description	Remarks
				

PACIFIC TESTING LABORATORIES

Figure Number 5

LOG OF TEST BORING

BORING MW-B

PROJECT: US Bank

LOCATION: Sahlberg Equipment, 4th Ave S

DRILL METHOD: Auger

GROUND WATER DEPTH: 3.5 feet

ENGINEER: 2.5

REMARKS:

Cert. No.: 9212-6600

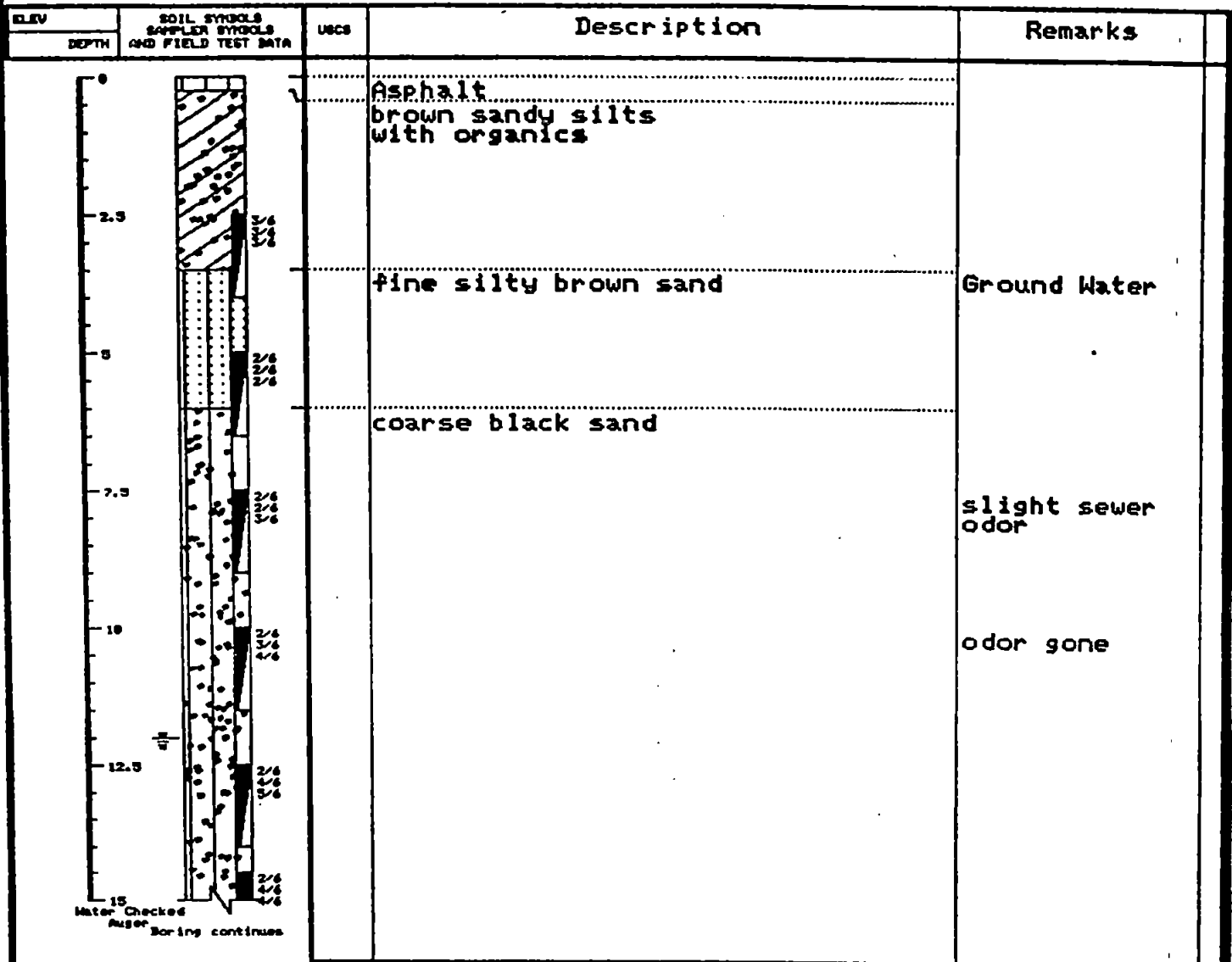
START: 12/8/92

FINISH: 12/8/92

BORING NO: MW-B

ELEVATION:

SCALE: 1 feet per inch



PACIFIC TESTING LABORATORIES

Figure Number 6

LOG OF TEST BORING

BORING MW-B

PROJECT: US Bank

LOCATION: Sahlberg Equipment, 4th Ave S

DRILL METHOD: Auger

GROUND WATER DEPTH: 3.5 feet

ENGINEER: 2.5

REMARKS:

Cert. No.: 9212-6600

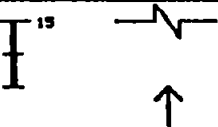
START: 12/8/92

FINISH: 12/8/92

BORING NO: MW-B

ELEVATION:

SCALE: 1 feet per inch

ELEV DEPTH	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Description	Remarks
<div data-bbox="178 534 277 555">-15 15</div> 				

PACIFIC TESTING LABORATORIES

Figure Number 7

Legend:

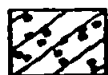
Symbol: Description:



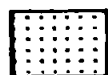
fine silty brown sand



Asphalt



fine silty brown sand



fine silty brown sand



Undisturbed thin wall Shelby tube

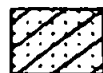


Water measured at time indicated

Symbol: Description:



gray black coarse sand



gray brown silty sand



coarse black sand



gray black coarse sand



Standard penetration test. 140 lb. hammer dropped 30"



Bottom of test pit

Notes:

1. Exploratory test pits were made using a track excavator.
2. A sketch of the test pit locations is included.
3. Boring, sampling, and recording was completed as per ASTM D 420
4. These logs are subject to the limitations, conclusions, and recommendations in this report.

Appendix D
Soils Compaction Report



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(206) 698-6650 • FAX (206) 698-6648

January 28, 1993

Certificate No. 9212-6600.4

Mr. Harry Rubin
US BANK TRUST REAL ESTATE
P.O. Box 720 M/S No. WWH271
Seattle, WA 98111-0720

Subject: Soil Analysis

Dear Mr. Rubin:

As requested and agreed, Pacific Testing Laboratories analyzed the material supplied by the client for moisture density determination and particle size analysis. Material testing was performed in accordance to ASTM D-1557 and ASTM C-136. Please refer to the test results shown below.

Sample Number	Maximum Dry Density (pcf)	Optimum Moisture	Percent Passing #200 Sieve	Material Description
1	136.0	8.1	13.3	Silty Gravelly Sand

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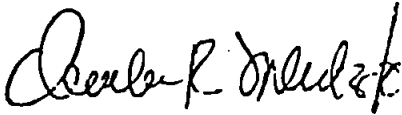
US BANK TRUST RE ESTATE

Certificate No. 9212-6600.4

Page 2

Thank you for using Pacific Testing Laboratories. If you have any questions, please contact us at (206) 282-0666.

Sincerely,

A handwritten signature in dark ink, appearing to read "Charles R. Mlodzik". The signature is fluid and cursive, with a prominent initial "C" and a stylized "M".

**Charles R. Mlodzik, Manager
Construction Services**

CRM/hlw

REPORT NUMBER **LR 51551**

PREVIOUS RPT. NO. _____

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(206) 922-9299 • FAX (206) 922-1512**PENINSULA DIVISION**
10726 Silverdale Way N.W. #105 • Silverdale, WA 98383
(206) 698-6650 • FAX (206) 698-6648MAILING
ADDRESS _____

ATTENTION: _____

PROJECT _____

LOCATION _____

PURCH. ORD.
NUMBER _____REPORTED
BY **MIKESELL** DATE **JAN 26, 1993**REVIEWED
BY _____ DATE _____PERMIT
NUMBER _____ CERTIFICATE
NUMBER **9212.6600**

ARCHITECT _____

ENGINEER _____

CONTRACTOR **P.T.L.**

On site to perform in density test using the Troxler 3411 Nuclear Densometer. Three tests were taken on native material using Pacific Testing Laboratories proctor value 136.0 PCF at 8.1 optimum moisture. Two tests taken met or exceeded the 95% compaction specified. All other tests failed to meet compaction specification due to excessive moisture in the ground.

DC	MC	WD	M ₉₀	DD	PR	DS/MS
N.E. Corner:						
577	171	145.7	11.4	130.8	96.1	5567/639
N.W. Corner:						
576	154	145.9	10.0	132.6	97.5	
1435	168	136.1	12.0	121.5	89.3	

ASTM TEST METHOD (AS APPLICABLE) _____

EQUIPMENT IDENTIFICATION AND S N (AS APPLICABLE) **Troxler 3411 SN.**WORK CONFORMS YES ☐ NO ☐

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"This certification attests to the accuracy of the results obtained from the actual test performed and/or observations made within the defined scope of the work. Certification shall not be construed to represent inspection, approval or acceptance of other associated work or a warranty of design or workability of the specification requirements."

Certified Report by
Pacific Testing Laboratories _____ DATE _____

FIELD CONTACT: _____ DATE _____

**Appendix E
Previous Reports**



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Consulting Engineers Since 1926

Office Locations: Seattle, Tacoma, Bothell, Silverdale

Corporate Headquarters:

3257 16th Avenue West
Seattle, Washington 98119
Phone: (206) 282-0666
Fax: (206) 282-0710

To Be Mailed: N
Date: 3/9
Time: _____

To: Firm: US Bank - Trust Real Estate
Attention: Harry Rubin
Fax Number: 344-3738 Phone Number: 344-4571

From: Bob Shopbell Department: Env.

Total Pages, Including Cover: 10 Certificate Number: 9212-6600

Message: Here is a copy of what Rabarco
recieved I've lined up a trucker for
Thurs 3/11. Finally!!!

BS

If You Have Questions Concerning This Transmittal,
Please Contact: _____ At (206) 282-0666

SPECIFIC TESTING LABORATORIES

CHAIN OF CUSTODY RECORD

PTL Certificate Number 9212-6666

9212-6666

03/08/83 09:22 FAX 282 0710
PACIFIC TESTING -- USBW TRUST DEPT
0010

inst name	US Bank		
inst name	Schlberg		
inst manager	RPS	Sampler(s)	RPS

Job number
P.O. Number

ANALYSIS REQUIRED

✓№ 1447

[illegible][illegible]

Remarks

Signature	Company	Date	Time
Disinquired by <i>B. S. S. S.</i>	PTL	2/8	15:00
olved by			
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olved by			
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olved by			

9212-6600

№: 1444

Sampler(s) BW, MM

ANALYSIS REQUIRED

AK-10413.1

**Hazardous Sample
Special handling required**

Remarks

...nple
...aber

Date sampled

Time
sampled

Type
Composite or Grab

Sample description

Number
of
containers

5A

1/27

14:42

C

Stock p: 1al soils

1

X

A

1

15:00

G

1

☒

Signature

Сопрапу

Date _____

Time

Inquired by

Received by

Inquisited by

Solved by

Inquisited by

solved by

PTL

 $\frac{1}{27}$

18:15

RIEDMAN & BRUYA, IN
ENVIRONMENTAL CHEMISTS

Date of Report: February 12, 1993
Date Received: February 9, 1993
Project: PCB Analysis, PO #26405

**RESULTS FROM THE ANALYSIS OF SOIL SAMPLES
FOR PCB AS AROCHLOR 1254 BY GC/ECD
(MODIFIED 8080)
Results Reported as µg/g (ppm)**

<u>Sample #</u>	<u>PCB</u>	<u>Internal Standard</u> <u>(% Recovery)</u>
92126600-3A	<0.5	94%
92126600-5A	<0.5	102%
<u>Quality Assurance</u>		
Blank	<0.5	20%*
92126600-5A (Duplicate)	<0.5	101%
92126600-5A (Matrix Spike) % Recovery	90%	97%
92126600-5A (Matrix Spike Duplicate) % Recovery	101%	104%
Spike Blank % Recovery	91%	104%
Spike Level	5	

* Low recovery due to bad injection, however good recoveries on sample and spikes validate the methodology used.

PTL

U.S. BANK-TRUST REAL ESTATE
Certificate No. 9212-6600.6

Table 1. Analytical Results for Soil

Sample ID	Percent Moisture	Total Petroleum Hydrocarbons (ppm)	PCB (ppm)
		WTPH 418.1	
3A	9.4%	321	<0.5
5A	9.9%	256	<0.5

< = Less Than

REGIONAL DISPOSAL COMPANY
MASTER SERVICES AGREEMENT
PETROLEUM CONTAMINATED SOIL
TRANSPORT/DISPOSAL

93-1115

US Bank of Washington in its capacities as Trustee of the Credit Trust of Arthur Sahlberg, Personal Representative of the Estate of Helen E. Sahlberg and as Trustee under Trust Agreement dated May 14, 1971 for Helen Sahlberg

1. Purpose of Agreement. The Trust of Arthur Sahlberg, Personal Representative of the Estate of Helen E. Sahlberg and as Trustee under Trust Agreement dated May 14, 1971 for Helen Sahlberg ("Customer") and Regional Disposal Company ("RDC") (the "Parties") enter into this Agreement to establish terms for disposal or transport and disposal of Customer's petroleum-contaminated soil at RDC's Roosevelt Regional Landfill, near Roosevelt, Washington ("Landfill"). This Agreement provides general terms for all shipments of Customer's waste soil to the Landfill. Terms which vary with respect to Customer's different sources of soil (for example, fees, shipment dates and testing requirements) are established in supplemental documents which become part of this Agreement when they are completed.

2. Customer's Responsibilities.

A. Acceptable Waste. Customer shall tender only Acceptable Wastes to RDC for transport or disposal. "Acceptable Waste" means petroleum-contaminated soils which are not Dangerous or Extremely Hazardous Wastes under Ch. 173-303 WAC (as now provided or as hereafter amended) and which are not precluded from disposal at the Landfill by other law, regulation or governmental restriction.

B. Waste Certification. For each discrete source of petroleum-contaminated soil, Customer shall arrange for tests as described in the "Certification" form, and send the completed form and test documentation to RDC. Customers must satisfy all testing procedures listed on the Certification for unless RDC indicates otherwise upon the Certification form blank provided to the Customer. Consultants or their contractors working with Customer may complete and sign the Certification form as Customer's agent. When completed and signed by the Customer or the Customer's agent, the Certification form shall become part of this Agreement.

C. Bill of Lading and Tender. Upon receipt of the completed Certification form, RDC will provide the Customer with a signed "Bill of Lading" form authorizing acceptance of a designated number of shipments and specifying additional fees (if any) and dates. Customer shall return a signed original Bill of Lading to RDC. When signed by both parties, the Bill of Lading shall become part of this Agreement. Customer shall further present a copy of the signed Bill of Lading when tendering each shipment of waste for transport or disposal. Tender shall occur during the dates specified on the Bill of Lading.

D. Fees. For services provided under this Agreement, Customer shall pay RDC \$56.50 dollars per ton delivered to Rabanco's inter modal facility at Third and Lander in Seattle, _____ dollars per ton delivered to the Roosevelt Regional Landfill or _____ dollars per ton with RDC providing transportation from site. Customer shall also pay additional fees, if any, specified on the Bill of Lading. Except as otherwise, specifically stated herein, all prices and charges set forth herein and on Bills of Lading are exclusive of sales tax, use tax, and other federal, state, and local taxes and applicable duties and royalties.

E. Payment, Services Charges and Late Fees.

(1) Advance Payment. Unless RDC provides written authorization for Customer to use the credit arrangements specified in paragraph (2) below, payment terms are as follows: advance payment in certified funds of twenty-five percent (25%) of the original contract estimate. When this advance payment is depleted, the Customer must reinstate the amount in successive increments until all actual fees (not estimated fees) and other charges are paid in full.

(2) Credit. If RDC authorizes credit terms for the Customer, fee payment for each shipment is due thirty (30) days after RDC accepts the waste either for transport or disposal. RDC shall charge and Customer shall pay a service charge of one and one-half percent per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such (30) day period. Customer acknowledges that late payment by Customer to RDC of sums due hereunder will cause RDC to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs included, but are not limited to, processing and accounting charges. Accordingly, if any payment from Customer shall not be received by RDC on or before the date such sum is due, in addition to the interest charge stated above, Customer shall pay automatically to RDC a late charge equal to five percent (5%) of the amount past due, but in no event more than the maximum rate permitted by law. Customer shall also pay all reasonable costs of collection, including attorney's fees, incurred by RDC in the collection of amounts owing but not paid by Customer within such thirty (30) day period.

F. Use of RDC Containers. Fees specified above include the intended use of RDC's waste shipping containers for the period from container delivery to the waste delivery completion date. Customer is responsible for any damage to RDC's containers which occurs during Customer's use or possession of them, excluding damage normally resulting from ordinary use. To compensate RDC for delayed return of its shipping containers, Customer shall pay RDC a use fee of N/A dollars for each day during which it retains the containers beyond the date for delivery completion established in the applicable Bill of Lading.

G. Maximum Weight in Containers/Fees: RDC will accept loaded containers having a net weight of up to twenty-five (25) tons. If Customer tenders loaded containers exceeding twenty-five (25) tons net weight, Customer shall pay RDC a fee equal to twenty-five percent (25%) of the container charge specified herein to compensate RDC for the wear resulting from excess weight.

3. RDC's Responsibilities. RDC shall transport or dispose of the waste pursuant to the terms herein, except in instances where: (A) RDC rejects shipments of soil under Paragraph 5 below ("RDC Inspection of Waste"); or (B) RDC rejects shipments because Customer has breached a term of this Agreement.

4. Assurances. Customer agrees to defend, indemnify and hold RDC harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and all costs of defense relative thereto, including legal fees, caused by or resulting from breach of this agreement by the Customer, specifically including any breach of Customer's obligation to tender only Acceptable Waste to RDC for transport or disposal. RDC agrees to defend, indemnify and hold Customer harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, caused by or resulting from any breach of this agreement by RDC. Notwithstanding any other provision herein, obligations created by this provision shall survive the Agreement.

5. RDC Inspection of Waste. RDC shall be entitled to inspect and analyze each shipment of petroleum-contaminated soil tendered by Customer for transportation or disposal. RDC's right to verify tests under this paragraph is entirely discretionary and imposes no duty on RDC; Customer bears sole responsibility under this Agreement for tendering only Acceptable Wastes. If RDC tests Customer's waste, Customer shall pay RDC's cost incurred in testing the wastes. If RDC determines that the waste is not Acceptable Waste, using the testing procedures and criteria referenced in the RDC Certification form, it may reject the waste by providing written notice, with documented test results, to the Customer. Removal (if necessary) and disposal of wastes rejected according to these standards shall be the responsibility of the Customer. If RDC rejects waste as unacceptable, RDC reserves the right to transport the waste to an alternate disposal site or to return it to Customer's site, and to collect from Customer any expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.

6. Title to Waste. Title and ownership to wastes shall pass to RDC after RDC has accepted the waste for disposal and received payments of all amounts due.

7. Restrictions on Transportation Routes. The Landfill's permits preclude trucking of Landfill-bound wastes via US 97 between Toppenish and Goldendale, and via routes through the Columbia River Gorge National Scenic Area (unless the waste originates in these areas). To comply with these restrictions, neither Customer nor RDC shall transport Customer's wastes by truck on these routes.

8. Term and Notices. This Agreement shall remain in effect until canceled. Either party may cancel with or without cause upon thirty days' written notice. All notice or payment provided to RDC under this Agreement shall be by U.S. mail to RDC (Attn: Lin Grindle), 4730 32nd Avenue South, Seattle, WA 98118. All notices or correspondence due to Customer under this Agreement shall be by U.S. mail to:
US Bank of Washington Trust Real Estate Department
1414 Fourth Avenue, P.O. Box 720 WWH587, Seattle, WA 98111-0720

9. Unenforceability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

10. Cost or Attorney Fees. If either Party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, all attorney fees, costs and expenses incurred by the prevailing party in connection with such default or breach.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. Entire Agreement. This Agreement constitutes the entire agreement between Customer and RDC relating to the transport or disposal of petroleum-contaminated soils and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and RDC. This Agreement shall control in the event of conflict with terms which may be contained in Certification or Bill of Lading forms signed by RDC or Customer prior to or subsequent to this Agreement.

US Bank of Washington in its above named capacities

Harry A. Rubin
Signature

March 5, 1993
Date

Harry A. Rubin, Vice President and Trust Officer
Printed Name and Title

For: _____
Customer.

Signature

Date

Printed Name and Title

For: Regional Disposal Company

BILL OF LADING CONTAMINATED SOIL

REGIONAL DISPOSAL COMPANY

4730 32nd Avenue South
Seattle, WA 98118
Ph: (206) 725-1700 / Fax: (206) 723-9591

This Bill of Lading augments the Master Service Agreement entered into by US Bank in its herein named capacities ("Customer") and Regional Disposal Company ("RDC") on _____ ("Agreement"). The terms herein are made a part of the Agreement. In the event of conflict between this Bill of Lading and the Agreement, the terms of the Agreement prevail.

RDC hereby authorizes the Wastes described in Certification No. 93-1115 signed by Customer on _____ ("Waste"), for disposal at Roosevelt Regional Landfill. Customer shall present a copy of this Bill Of Lading with each shipment delivered.

Location of Waste: 5950 4th Avenue South, Seattle, Washington

Method of Shipment: Trucking

Additional Fees (e.g., laboratory, transport or special handling fee; if none, so state): none

PERFORMANCE DATE

For RDC Transportation: Customer shall make the Waste available for shipment no later than 3/31/93. RDC shall transport the Waste no later than 3/31/93 unless RDC notifies Customer in writing that Waste transport shall be suspended or canceled due to RDC's exercise of its right to inspect or analyze the Waste (as provided in the Agreement).

For Customer Transportation: Customer shall begin delivery of the Waste at (Roosevelt Regional Landfill ☐) or (Seattle Transfer Station located at Third & Lander ☒) no later than 3/31/93 and shall complete delivery of the Waste no later than 3/31/93 unless RDC notifies Customer in writing to suspend or cancel the Waste delivery due to RDC's exercise of its right to inspect or analyze the Waste (as provided in the agreement). Return of containers after delivery completion date stated above shall be charged rent at \$ N/A per week.

(Fill in per Master Service Agreement)
US Bank of Washington in its capacities as Trustee of the Credit Trust of Arthur Sahlberg, Personal Representative of the Estate of Helen E. Sahlberg and as Trustee under Trust Agreement dated May 14, 1971 for Helen Sahlberg.

By: [Signature] Signature of Authorized Agent

March 5, 1993

Date

For: Harry A. Rubin, Vice President and Trust Officer
Regional Disposal Company

Signature of Authorized Agent

Date

For: _____
Customer

Revised 12/82

REGIONAL DISPOSAL CO.
4730 32nd Avenue S.
Seattle, WA 98118-1702
Ph: (206) 725-1700 / Fax (206) 725-8001

GENERAL INFORMATION FOR CONTAMINATED SOIL

- Customer's name and address: US Bank of Washington in its capacities as Trustee of the Credit Trust of Arthur Sahlberg, Personal Representative of the Estate of Helen E. Sahlberg and as Trustee under Trust Agreement dated May 14, 1971 for Helen Sahlberg.
Phone: (206) 344-4571 Fax: (206) 344-3738
2. Owner's name and address (owner of property where soil originated, if different from #1): Sahlberg Equipment, Inc.
Phone: (206) 859-8200 Fax: (206) 859-1808
3. Hauler's name and address: Blakley Brothers, Inc.
Phone: (206) 246-7422 Fax: (206) 439-8610
4. Consultant's name and address: Pacific Testing Laboratories, Inc.
Phone: (206) 282-0666 Fax: (206) 282-0710
5. Amount of Waste: = 40 yd³
6. Waste's current location (include nearest road and railroad access, if known): 5950 4th Avenue South, Seattle, WA
7. Original location of contaminated soil: 5950 4th Avenue South, Seattle, WA
8. Activity which generated Waste: Leaking Storage Drums

9. Please check appropriate boxes describing activities which occurred on or near the soil's current and original locations:
- | location | Current location | Original location | Current location | Original |
|--|--------------------------|--------------------------|--------------------------------|--------------------------|
| a. Tank Storage: petroleum products | <input type="checkbox"/> | <input type="checkbox"/> | g. Wrecking/materials recovery | <input type="checkbox"/> |
| b. Tank storage: waste oil or other | <input type="checkbox"/> | <input type="checkbox"/> | h. Manufacturing | <input type="checkbox"/> |
| c. Fuel handling or transfer | <input type="checkbox"/> | <input type="checkbox"/> | i. painting/sealing | <input type="checkbox"/> |
| d. Handling or transfer of other liquids | <input type="checkbox"/> | <input type="checkbox"/> | j. Waste disposal | <input type="checkbox"/> |
| e. Wood preservative handling | <input type="checkbox"/> | <input type="checkbox"/> | k. Other (please describe) | <input type="checkbox"/> |
| f. Use of solvents | <input type="checkbox"/> | <input type="checkbox"/> | | |

CONTAMINATED SOIL WASTE ANALYSIS

- Customer shall indicate completion of the following by initial:
21. Waste samples were collected in accordance with WAC 173-303-110 (2). ☒
22. Lab analytical procedures complied with WAC 173-303-110 (3). ☒
23. Waste has been analyzed in accordance with RDC's latest waste acceptance protocols. ☒
24. Chain of custody and lab analytical data for required waste analyses is attached. ☒

Customer certifies that:

1. The Waste sampled and intended for disposal under this Certification is neither Dangerous nor Extremely Hazardous Waste as determined by Ch. 173-303-WAC.
2. The Waste has no free liquids per WAC 173-303-110 (3)(c)(i).
3. Customer further certifies that to the best of its knowledge, there have been no alterations to the Waste that would affect the accuracy of the analyses performed above; that there have been no material changes in the character of the Waste after the analyses were performed which would render those analyses inaccurate; and that the samples analyzed are representative of the Waste to be tendered to Regional Disposal Company.

This document (including its attachments) is hereby incorporated into the MASTER SERVICE AGREEMENT for PETROLEUM CONTAMINATED SOIL executed by US Bank in its above named capacity and Regional Disposal Company on March 5, 1993 ("Agreement"). If there are conflicts between this Certification and the Agreement, the Agreement's terms shall prevail.

US Bank of Washington in its above named capacities.

Signature of Authorized Agent

March 5, 1993

Date

Printed Name and Title Harry A. Rubin, Vice President and Trust Officer *pp*

For *Robert P. Sahlberg*
Customer

Revised 7/82