



First Periodic Review

Sunfair Chevrolet
1600 East Yakima Avenue
Yakima, Washington 98901

Facility Site ID: 49569148
Cleanup Site ID: 6173

Completed by:

Washington State Department of Ecology
Central Region Office
Toxics Cleanup Program

April 2021

1.0 INTRODUCTION.....	1
2.0 SUMMARY OF SITE CONDITIONS	2
2.1 Site History	2
2.2 Cleanup Levels and Point of Compliance.....	2
2.3 Site Investigations and Remedial Activities	3
2.4 Institutional Controls	3
3.0 PERIODIC REVIEW.....	5
3.1 Effectiveness of completed cleanup actions	5
3.1.1 Direct Soil Contact.....	5
3.1.2 Institutional Controls	5
3.2 New scientific information for individual hazardous substances for mixtures present at the Site	5
3.3 New applicable state and federal laws for hazardous substances present at the Site...	5
3.4 Current and projected Site use	5
3.5 Availability and practicability of higher preference technologies	6
3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels	6
4.0 CONCLUSIONS.....	7
4.1 Next Review	7
5.0 REFERENCES.....	8
6.0 APPENDICES	9
6.1 Vicinity Map	1
6.2 Site Plan.....	1
6.3 Environmental Covenant	1
6.4 Photo Log	11

1.0 INTRODUCTION

This document is the Washington State Department of Ecology's (Ecology) first periodic review of post-cleanup site conditions to assure that human health and the environment are being protected at the Sunfair Chevrolet site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA), Chapter 173-340 Washington Administrative Code (WAC). This is the first periodic review conducted for the Site and evaluates the period from February 2015 through April 2021.

Cleanup actions at this Site were completed through the Voluntary Cleanup Program (VCP). The cleanup actions resulted in residual concentrations of petroleum hydrocarbons (TPH) in soil that exceed MTCA Method A cleanup levels established under WAC 173-340-740(2). As a result of residual contamination, institutional controls were required for the Site to be eligible for a No Further Action (NFA) determination. WAC 173-340-420(2) requires Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion
- (d) And one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions;
- (b) New scientific information for individual hazardous substances of mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

Ecology shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site History

The Sunfair Chevrolet property is located in the City of Yakima in Yakima County, Washington. The Site is located at 1600 East Yakima Avenue in Yakima. The facility has been an auto dealership and repair facility, and is currently operated as Harvest Chevrolet and Harvest Collision.

Some petroleum contaminated soil was found during the decommissioning of five underground storage tanks (USTs) in 1998. Heavy oil was found above the Method A cleanup level in one soil sample collected on the east sidewall of the excavation for Tank 3, which contained waste oil. Methylene chloride was also found above cleanup levels in four soil samples associated with a second waste oil tank; however, these detections were also found in the associated method blank sample and are likely a laboratory artifact.

Follow-up investigations were conducted in 2014. During these investigations, lead and arsenic were found in soil above Method A cleanup levels. An environmental covenant was recorded for the Site in September 2014, and a No Further Action (NFA) determination was issued by Ecology on February 10, 2015.

2.2 Cleanup Levels and Point of Compliance

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A table for each hazardous substance.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release of petroleum hydrocarbons at the Site. The point of compliance for soil is defined as the area affected by petroleum hydrocarbons released from the Site into soil at concentrations above MTCA Method A cleanup levels, regardless of depth, to protect groundwater.

For groundwater, the point of compliance is the point where the groundwater cleanup levels must be attained for a Site to be in compliance with the cleanup standards. The groundwater

standard point of compliance is established throughout the Site from the uppermost levels of the saturated zone extending vertically to the lowest most depth which could potentially be affected by the Site.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release from the Sunfair Chevrolet Site.

2.3 Site Investigations and Remedial Activities

During the UST decommissioning in 1998, petroleum contaminated soil within the Tank 3 UST basin was removed. One soil sample on the east sidewall of the excavation exceed the Method A cleanup level for heavy oil. However, additional excavation could not be conducted due to an adjacent concrete apron.

During the follow-up investigations performed in 2014, arsenic was found in soil above Method A cleanup levels in three soil samples, and lead was found above Method A cleanup levels in one soil sample. All of these detections were found adjacent to former waste oil tank locations.

Three monitoring wells were installed and sampled in later 2013 and early 2014. No contaminants were detected above Method A cleanup levels during the two sampling rounds.

Ecology determined that an Environmental Covenant (EC) would provide sufficient protection for potential human and ecological receptors from the remaining soil contamination and the EC was recorded in September 2014.

2.4 Institutional Controls

Ecology determined that the Site would be eligible for a NFA determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2014 and Ecology issued a NFA determination shortly thereafter. The restrictive covenant contained the following 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 on 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. Amendment to the Covenant. Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.
 - f. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil under a cap consisting of building foundations, a concrete pad or asphalt pavement and located as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit C.

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap that may expose contaminated soils. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing 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 remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, that remaining contamination must be remediated. All contaminated soil that is removed from the property must be disposed at an appropriated licensed waste disposal facility.

A copy of the restrictive covenant is available as Appendix 6.3.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

3.1.1 Direct Soil Contact

Based upon the Site visit conducted on March 10, 2021, the Site continues to operate as an auto dealership and collision repair facility. The facility appears as it did during the NFA issuance. The portion of the Site containing residual contaminated soils is covered by an asphalt and concrete parking area. The asphalt and concrete surface in the vicinity of the residual contaminated soils appeared to be in relatively good condition. This surface continues to eliminate direct contact exposure pathways (ingestion, contact) to contaminated soils. A photo log is available as Appendix 6.5.

3.1.2 Institutional Controls

Following the UST removals and remedial actions, it was determined that the Site would be eligible for a No Further Action (NFA) determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2014 and remains active. This restrictive covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This restrictive covenant serves to ensure the long term integrity of the cap. There is no evidence that another instrument has been recorded that would limit the applicability or effectiveness of the environmental covenant.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the petroleum contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

There are no new relevant laws that have been implemented since the NFA determination was issued in 2015 that impact decisions made at this Site.

3.4 Current and projected Site use

The Site is currently used for commercial purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The environmental covenant for the property is in place and is expected to be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.
- If the existing structures be removed or replaced, contaminated soils beneath the Site must be remediated.

Based on this periodic review, Ecology has determined the restrictions in the environmental covenant are being observed. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the Site surface is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

PLSA Engineering & Surveying. *Site Assessment Engineering Report, Underground Storage Tank Removal, Sunfair Chevrolet, Inc.* December, 1998.

PLSA Engineering & Surveying. *Final Report, Site Assessment, Remedial Investigation and Conclusions, Sunfair Chevrolet.* May, 2014.

Ecology. *Re: Further Action at the following Site: Sunfair Chevrolet.* July 9, 2014.

PLSA Engineering & Surveying. *Re: PCB Sunfair Chevrolet Investigation.* July 14, 2014.

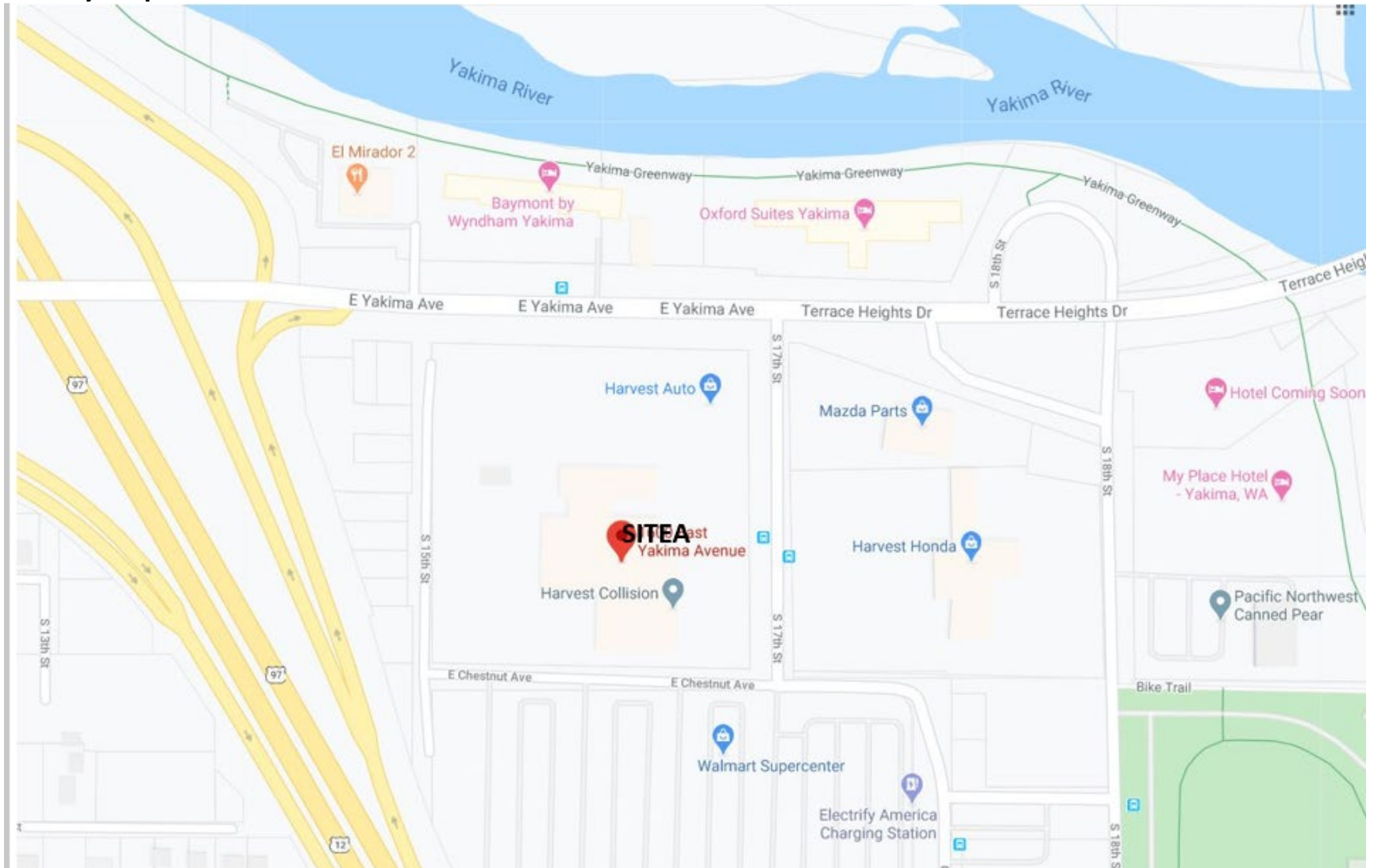
Ecology. *Restrictive Covenant.* September 17, 2014.

Ecology. *Re: No Further Action at the following site: Sunfair Chevrolet.* February 2, 2015.

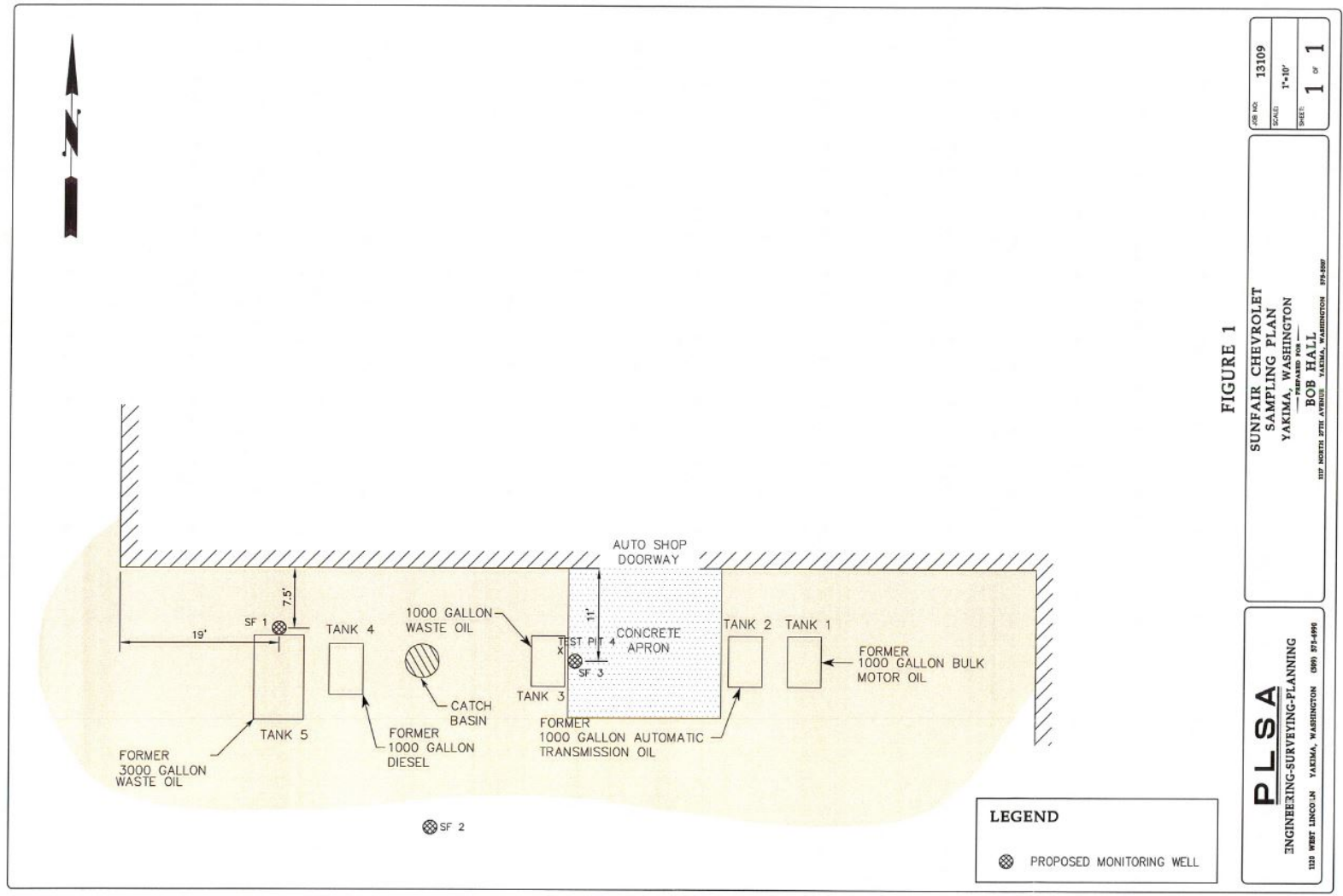
Ecology. *Site Visit.* March 10, 2021.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



6.3 Environmental Covenant

After Recording Return
Original Signed Covenant to:
John Mefford
Toxics Cleanup Program
Department of Ecology
15 W. Yakima Avenue
Yakima, WA 98902



FILE# 7850487
YAKIMA COUNTY, WA
09/17/2014 03:26:45PM
COVENANT
PAGES: 10
VALUED CUSTOMER
BOB HALL
Recording Fee: \$1.00

Environmental Covenant

Grantor: Bob Hall's Holdings LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Section 20 Township 13 Range 19 Quarter NW: SW1/4 NE1/4 NW1/4, EX R/W TO STATE HWY AND EX W 20 FT FOR RD. AND EX S & E R/W FOR RD

Tax Parcel No.: 191320-21012

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 site commonly known as Sunfair Chevrolet, Facility Site No. 49569148. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	arsenic and lead
Groundwater	
Surface Water/Sediment	

- 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. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology.
- e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D

RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

Bob Hall's Holdings LLC, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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 on 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. Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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.

- b. Containment of soil/waste materials.**
The remedial action for the Property is based on containing contaminated soil under a cap consisting of building foundations, a concrete pad or asphalt pavement and located as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with

contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap that may expose contaminated soils. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing 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 remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, that remaining contamination must be remediated. All contaminated soil that is removed from the Property must be disposed of at an appropriate licensed waste disposal facility.

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 interest within the area of the Property described/illustrated in Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:

- i. Notify Ecology at least thirty (30) days in advance of the conveyance.¹
- 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 YAKIMA COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- 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 to Ecology.
 - c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 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. Any required written notice, approval, or 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.
-

Paul M. Larson, registered agent Bob Hall's Holdings, LLC PO Box 550 Yakima, WA 98907 Phone contact:	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
--	---

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

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

b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

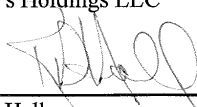
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though 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 8TH day of September, 2014.

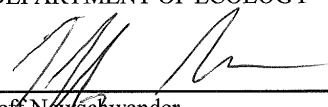
Bob Hall's Holdings LLC



Robert D Hall
Manager, Bob Hall's Holdings, LLC

Dated: 9/8/14

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Jeff Newschwander
Acting Section Manager, Toxics Cleanup Program
Central Regional Office

Dated: 9/12/14

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF wa
COUNTY OF yakima

On this 08 day of September, 2014, I certify that Robert D. Hall
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.



Crystal Garcia
Notary Public in and for the State of
Washington, residing at yakima.
My appointment expires 7-27-18.

Exhibit A

LEGAL DESCRIPTION

Section 20 Township 13 Range 19 Quarter NW: SW1/4 NE1/4 NW1/4, EX R/W TO STATE
HWY AND EX W 20 FT FOR RD. AND EX S & E R/W FOR RD

EXHIBIT B
PROPERTY MAP

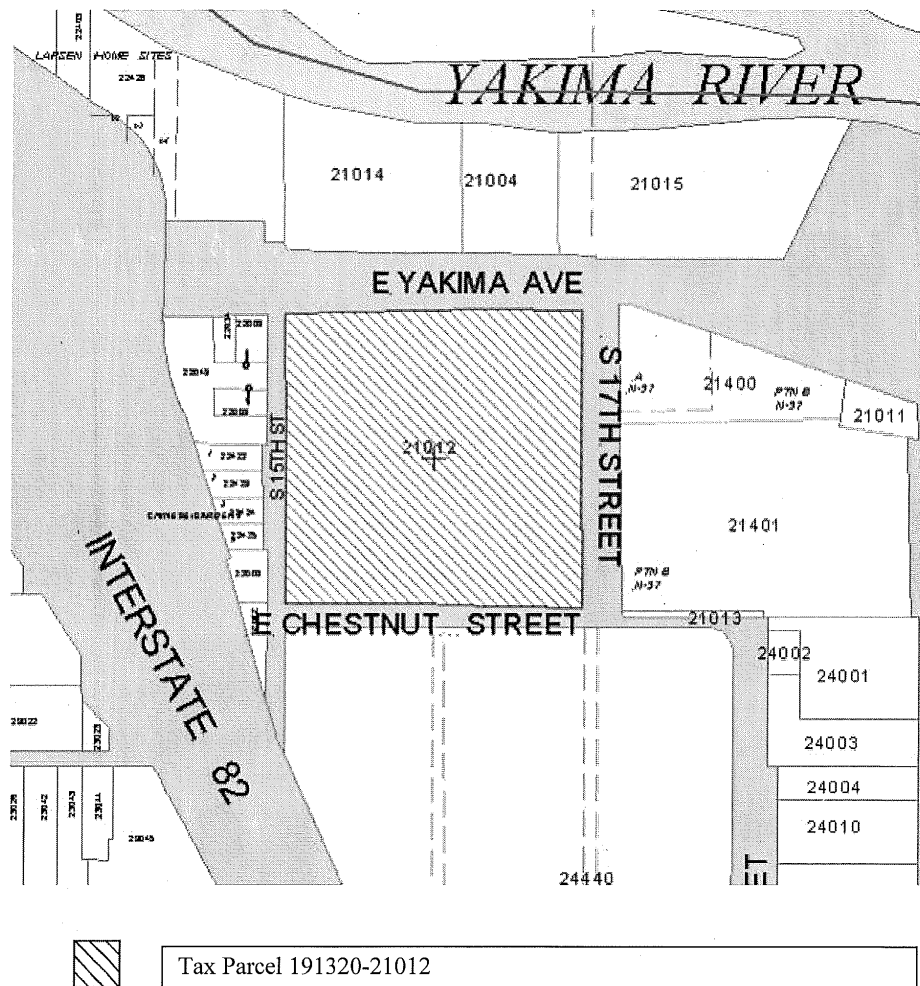
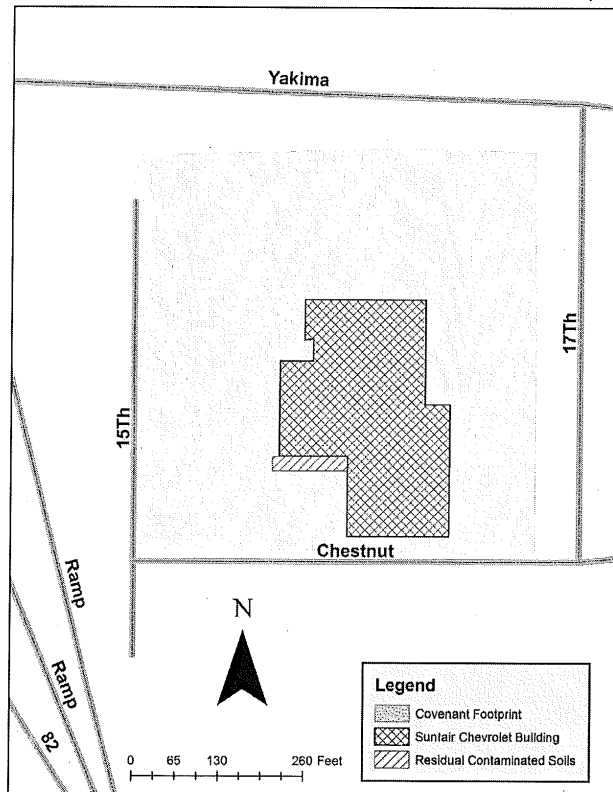


Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

Sunfair Chevrolet Environmental Covenant Map



The area of soil contamination shown by the hachured rectangle consists of 2750 square feet.

6.4 Photo Log

Photo 1: Former Tank Area - from the southwest



Photo 2: Former Tank Area - from the southeast



Photo 3: View of Concrete Surface - from the south



Photo 4: Eastern Tank Area – from the south

