



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

March 24, 2023

KSMYRON STW BUILDING LLC & TSJ48 PROPERTIES LLC & STW GRIFFIN LLC & DELANEY MMC
LLC & MYRON

Christine Delaney

3519 53rd Avenue NE

Tacoma, WA 98422-3113

Re: **Ecology Request for Access at 2219 South Tacoma Way, Tacoma, WA
for the Well 12A Site**

- **Site Name:** Well 12A
- **Site Address:** 3011 S Fife St, Tacoma, Pierce County, WA 98421
- **Facility Site ID:** 222
- **Cleanup/Site ID:** 135
- **Pierce County Parcel Number:** 0320078004

Dear Christine Delaney:

My name is Chris Maurer, and I am an Environmental Engineer with the Washington State Department of Ecology (Ecology). Ecology is requesting that you, as the representative for the owner of the property located at 2219 South Tacoma Way, Tacoma, Washington, agree to enter into an access agreement with Ecology for that property. Per Pierce County Assessor records, you are the owner of the real property located at 2219 South Tacoma Way.

If you are not the owner of the 2219 South Tacoma Way property, we apologize for sending this request. If this is the case, please contact Ecology as soon as possible and notify us that you are not the appropriate party. Similarly, if another person in your organization should be the recipient of this letter, please provide Ecology with their contact information as soon as possible.

Ecology is requesting that KSMYRON STW BUILDING LLC & TSJ48 PROPERTIES LLC & STW GRIFFIN LLC & DELANEY MMC LLC & MYRON K enter into an access agreement for the 2219 South Tacoma Way so that groundwater monitoring can be conducted at the property to address threats to human health and the environment caused by releases of hazardous substances in groundwater from the former Time Oil Company and Burlington Northern

Railroad properties facilities. Ecology's authority for obtaining access for site remedial actions on private property derives from the State's Model Toxics Control Act (MTCA) under chapter 70A.305¹ of the Revised Code of Washington (RCW).

The City of Tacoma (City) staff will be performing the groundwater monitoring work on behalf of Ecology. Ecology and City staff will use reasonable efforts to minimize any interference with the business' operations at and use of the property. The monitoring well(s) on your property is part of a groundwater monitoring network that was put in place and required by the U.S. Environmental Protection Agency (EPA) to address groundwater contamination coming from the South Tacoma Channel/Well 12A Superfund Site. Ecology understands that an access agreement for environmental remedial actions had previously been in place between you (or the property's previous owner) and EPA, but that agreement has expired.

Ecology's Request to You

Today's letter is an opportunity for you to help Ecology meet its investigation needs by providing access to monitor contaminated groundwater at the Site. **Within thirty 30 days of receipt of this letter, please notify Ecology in writing (at my address and/or via email) of your willingness to agree to the request for access.**

If you have any questions about this letter, please feel free to contact me at (360) 464-0821 or christopher.maurer@ecy.wa.gov. Alternatively, if you are represented by an attorney, you may have your attorney contact Assistant Attorney General John Level of the Attorney General's Office at (360) 586-6753. Ecology is also willing to meet with you, or your representatives, and discuss the nature of the sampling and other planned work, any possible adjustments that would better convenience operations on your property, or other issues associated with our request.

Sincerely,

Chris Maurer, PE
Cleanup Project Manager
Toxics Cleanup Program - HQ

By certified mail: 9489 0090 0027 6347 6952 95

cc: Kathleen Myron, KSMYRON STW BUILDING LLC
Thomas E. Berg, SJ48 Properties LLC
Piper Peterson, EPA
John Level, Office of the Attorney General
Amy Hargrove, Ecology

¹ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

ACCESS AGREEMENT

Between the
Washington State Department of Ecology
and
KSMYRON STW Building LLC
TSJ48 Properties LLC
STW Griffin LLC
Delaney Dealney-MMC LLC
Myron K

The Washington State Department of Ecology (Ecology) and KSMYRON STW Building LLC & TSJ48 Properties LLC & STW Griffin LLC & *Delaney* Dealney-MMC LLC & Myron K (collectively, "the Parties") agree to the following terms and conditions of this Access Agreement:

1. Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), Chapter 70A.305 RCW and Chapter 173-340 WAC.
2. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70A.305.030(1)(a) & (b); WAC 173-340-800.
3. KSMYRON STW Building LLC & TSJ48 Properties LLC & STW Griffin LLC & *Delaney* Dealney-MMC LLC & Myron K ("Property Owner") is the owner of real property located at 2219 South Tacoma WY, Tacoma, WA ("Property"). The legal description of this property is: Section 07 Township 20 Range 03 Quarter 41 : L 1 OF SHORT PLAT 81-01-26-0155 EASE OF RECORD OUT OF 4-021 SEG N-1239 PP EMS
4. Groundwater at the Property is known to be impacted by tetrachloroethane, tetrachloroethylene, trichloroethylene, dichloroethylene, and vinyl chloride from the Well 12A Site (also known as the U.S. Environmental Protection Agency Commencement Bay/South Tacoma Channel Superfund Site, , Well 12A Operable Units 1-3; or Well 12A). The Well 12A Site is a known hazardous waste site, that includes groundwater contamination plumes generally located on the property that is bounded on the south by 2219 South Tacoma WY, Tacoma, WA on the east by South Steele Street, on the north by Center Street, and on the west by South Pine Street in Tacoma, Washington.
5. By signing this Access Agreement, the Property Owner grants full access rights to Ecology, the City of Tacoma, the U.S Environmental Protection Agency (EPA),

and/or any authorized representative(s) of Ecology, the City of Tacoma, and EPA, for the purpose of:

- A. Maintaining and visually inspecting, as necessary, the groundwater monitoring wells identified at the the Well 12A Site,
- B. Periodically sampling and collecting data from groundwater monitoring wells identified at the the Well 12A Site, and
- C. Locating equipment and materials or otherwise make use of the Property, as necessary, to accomplish the above listed activities.

EPA may also need access to conduct actions that may include, but are not limited to:

- A. Taking of soil, surface water, groundwater, and indoor and outdoor air samples upon the property as may be necessary to identify hazardous substances, pollutants, or contaminants; and
- B. Taking of any response actions at the property to address contamination that poses risks to human health or the environment. These actions may include installing vents, fans, or vapor barriers, maintaining existing structures intended to direct contaminated groundwater away from occupied buildings, or other actions to remove or limit human exposure to contamination.

Representatives from Ecology, EPA, and/or the City of Tacoma will attempt to provide reasonable advance notice of entry by contacting the Property Owner via email, phone call, or letter, or by notifying the Property Owner in person at least 24 hours in advance of entry on the Property.

- 6. The term of this Access Agreement shall be for the time period necessary, up to 25 years for Ecology, EPA and/or the City of Tacoma or authorized representatives to complete all necessary groundwater monitoring involving the release or threatened release of hazardous substances from the Well 12A Site at the Property that is, or may be, impacted by the Site. The Parties may extend this time period by amending this Access Agreement or entering into a new agreement.
- 7. Each Party shall defend, protect, and hold harmless the other Parties from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Access Agreement.

8. The Parties may mutually amend this Access Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.
9. The Access Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.

Department of Ecology

Nicholas M. Acklam

Date: 5/25/2022

Nicholas M. Acklam
Section Manager
Headquarters Cleanup Section
Toxics Cleanup Program
Department of Ecology

Property Owner

Chris DeLaney
(signature)

Date: 4/5/2023

Chris DeLaney
(print name)