



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

April 26, 2011

Charles Pepka, CEO
Evergreen I, LLC, c/o Renton Coil Spring Co.
425 S. 7th Street
Renton, WA 98057-0880

Notice of Rescission of 'No Further Action' Status at the following Hazardous Waste Site:

- Name: LTS Trucking (former)
- Address: 423 S. 7th Street, Renton, Washington
- Facility/Site No.: 71914167
- VCP ID No.: NW0033

Dear Mr. Pepka:

In a letter dated January 5, 2010, Ecology informed you that the former LTS Trucking facility failed the Periodic Review for the following reasons:

- The Site appears to meet the requirements of Chapter 173-340 Washington Administrative Code based on the information examined during the periodic review, and the selected remedy continues to be protective of human health and the environment. However, there appears to be an area of contamination remaining which is not bound by the existing covenant, i.e., outside the property boundary. Therefore, the existing full-Site NFA letter will be replaced with a 'property-specific' NFA letter.

A "No Further Action" (NFA) determination with a Restrictive Covenant letter for the former LTS Trucking facility was issued on 01/29/1999. Ecology has determined that the 1999 NFA determination will be rescinded for the reasons listed above. The effective date of the NFA rescission is the date of this letter.

Ecology has determined that this Site does qualify for a Property Specific letter which is enclosed.

Ecology will update its database to reflect this "Property Specific" determination and the rescission of the previously issued NFA for the former LTS Trucking facility. The Site will be listed in future publications of the Confirmed & Suspected Contaminated Sites Report and will be submitted for hazard ranking for inclusion on the Hazardous Sites list.

Please contact me at (425) 649-7038 if you have any questions relating to this letter.

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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 calling the NWRO resource contact at 425.649.7239.

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

Analysis of the Cleanup

1. **Cleanup of the Property located within the Site.**

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

a. **Characterization of the Site.**

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

b. **Establishment of cleanup standards for the Site.**

Ecology has determined the cleanup levels and points of compliance you established for the Property meet the substantive requirements of MTCA.

Method A cleanup levels for petroleum-contaminated soil were not met throughout the Site at the standard point of compliance, but were met at conditional points of compliance. Soil contamination was reported outside the west property boundary and not removed

The following potential exposure/risk pathways were appropriate to consider:

- Human health protection from direct soil contact pathway exposure
- Human health protection from soil-to-groundwater pathway exposure
- Human health protection from soil-to-air pathway exposure
- Human health protection from soil-to-surface water pathway exposure
- Terrestrial ecological protection

Because the site has relatively few contaminants, Method A was used to develop cleanup levels for the Site contaminants of concern. The point of compliance for soil is conditional, because contamination remains on the property. The point of compliance for groundwater is throughout the site, which is a standard point of compliance.

c. **Selection of cleanup for the Property.**

Ecology has determined the cleanup you selected for the Property 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.

d. **Cleanup of the Property.**

Ecology has determined the cleanup you performed meets the applicable Site cleanup standards within the Property. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

Method A cleanup levels for petroleum-contaminated soil were not met throughout the Site at the standard point of compliance, but were met at conditional points of compliance. Soil contamination was reported outside the west property boundary and not removed

2. **Cleanup of the Site as a whole.**

Ecology has concluded that **further remedial action** under MTCA is still necessary elsewhere at the Site. In other words, while your cleanup constitutes the final action for the Property, it constitutes only an **"interim action"** for the Site as a whole.

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 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 control is necessary at the Property:

- Restrictive Covenant King County Assessor No. 199901120993 recorded on the parcels 18239508925-09 and 192305-9024-00 of real property in King County:

Ecology approved the recorded Covenant. A copy of the Covenant is included in Enclosure C.

Periodic Review of Post-Cleanup Conditions

Ecology may conduct periodic reviews of post-cleanup conditions at the Property 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 Property, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will update the status of remedial action at the Site on our database of hazardous waste sites. However, because further remedial action is still necessary elsewhere at the Site, we will not remove the Site from our lists of hazardous waste sites. Furthermore, the Property will remain listed as part of the Site because the cleanup of the Property does not change the boundaries of the Site.

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**:

- Change the boundaries of the Site.
- 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.

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3. **State is immune from liability.**

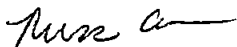
The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. See RCW 70.105D.030(1)(i).

Contact Information

Thank you for cleaning up your Property under the Voluntary Cleanup Program (VCP). We look forward to working with you to clean up the remainder of the Site.

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, please contact me by phone at 425.649.7038 or by e-mail at rols461@ecy.wa.gov.

Sincerely,



Russell E. Olsen
Voluntary Cleanup Program Unit Supervisor
NWRO Toxics Cleanup Program

ro/kh

By certified mail 7009 2820 0001 7154 5836

Enclosures (3): A – Legal Description of the Property
B – Description and Diagrams of the Site (including the Property)
C – Environmental Covenants for Institutional Controls]

Enclosure A

Legal Description of the Property

The Property includes the following tax parcels in King County, which were affected by the Site and addressed by your cleanup:

- 18239508925-09.
- 192305-9024-00.
- Legal description: Por NE $\frac{1}{4}$, NE $\frac{1}{4}$, S 19 T 23 N R 5 E

Enclosure B

Description and Diagrams of the Site (including the Property)

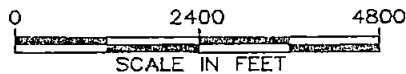
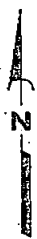
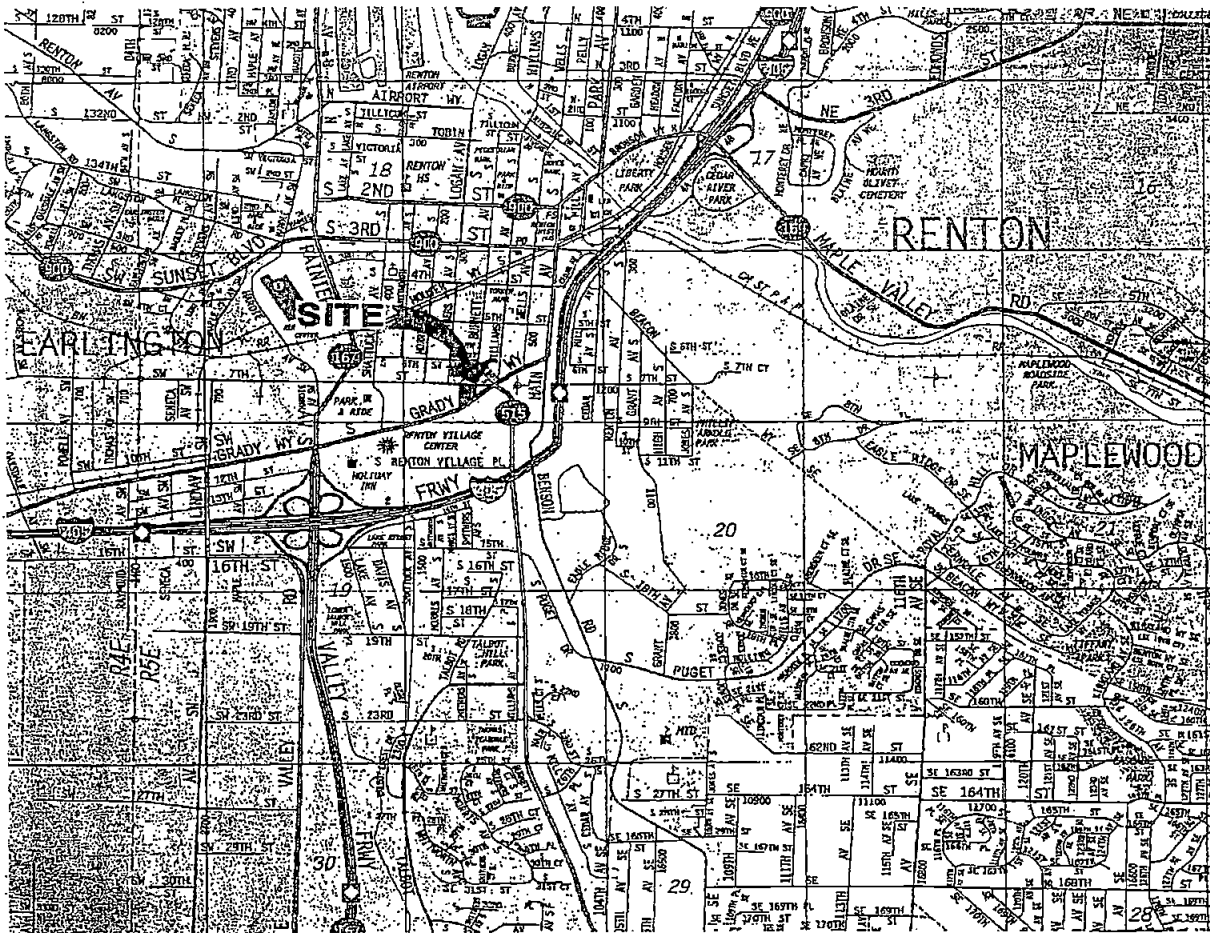
Site Description

The subject site is located in the northeast corner of Section 19, Township 23 North, Range 5 East in Renton, Washington. Commercial properties are located to the west, south and east of the subject site. Residential properties are located north of the subject site. The site is bordered to the north by South 7th Street, to the east by Talbot Road South, to the south by South Grady Way and to the west by property occupied by an automobile repair facility. The location of the site is shown on the Vicinity Map (Section 6.1).

The subject site is irregularly shaped and consists of about 2.8 acres. Two concrete tilt-up buildings and gravel parking areas presently occupy the site. The approximate locations of the site structures are shown on the Site Plan (Section 6.2). The northern building was used to store vehicles, but now is some kind of workshop. The southern building was used as a trucking facility loading dock and warehouse. Renton Coil Springs Co. presently occupies the southern building, with the address now changed to 425 South 7th Street.

The facility was served by a 10,000 gallon-capacity diesel underground storage tank (UST) and a 5,000 gallon-capacity gasoline UST. The gasoline UST was located near the southeast corner of the workshop/garage building. A gasoline fuel dispenser and vent piping were also located in this area. The diesel UST was located near the southeast corner of the warehouse building. A diesel fuel dispenser and vent piping were also located in this area. These tanks were removed in the late 1980s. Confirmatory soil samples were not required at the time and therefore not collected when the tanks were removed.

Site Diagrams

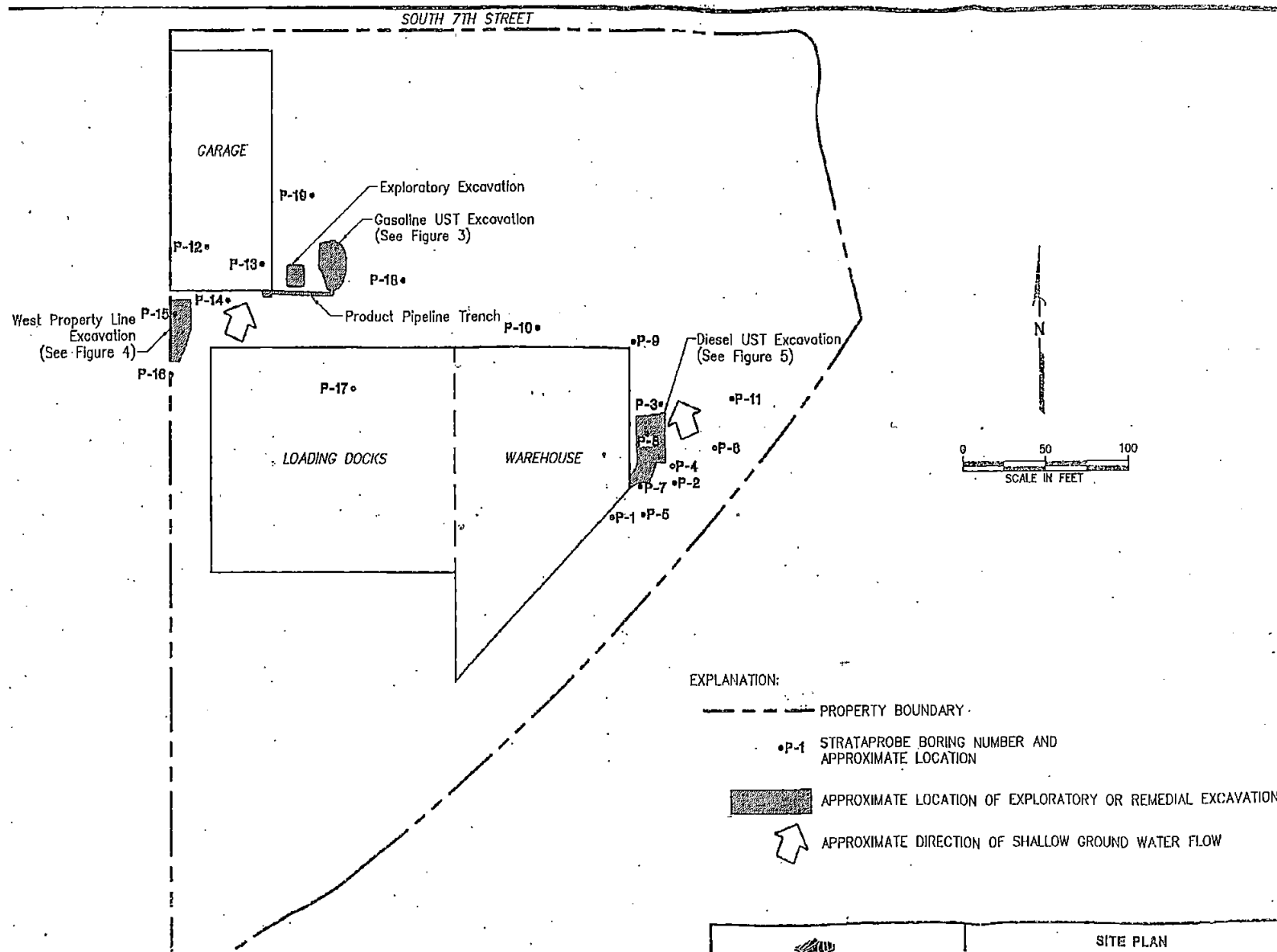


Reference:

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VICINITY MAP



Enclosure C

Environmental Covenants for Institutional Controls

Unofficial Document



199901120993

After Recording Return to
TUTTLE & GORHAM
MR GERALD G TUTTLE
P O BOX 1189
ISSAQUAH, WA 98027

9901120993

RESTRICTIVE COVENANT
EVERGREEN LLC
423 SOUTH 7TH STREET
RENTON, WASHINGTON

1ST 1/4 ③ 11/22/98-2

DOCUMENT
GRANTOR
GRANTEE
LEGAL
TAX PARCEL

Restrictive Covenant
Evergreen I LLC
State of Washington, Department of Ecology
Por NE 1/4, NE 1/4, S 19 T 23 N R 5 E
18239508925-09 192305-9024-00

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Evergreen I LLC, its successors and assigns, in favor of the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology")

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents.

- 1 Voluntary cleanup Program Request for Assistance, dated February 16, 1998
- 2 Ground water Monitoring Reports dated January 6th, May 7th, August 4th and October 24, 1997 and February 10, 1998.
- 3 Geo Environmental surveys Report dated January 6, 1997

These documents are on file at Ecology's Northwest Regional Office in Bellevue.

9901120993

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of gasoline and diesel which may exceed the Model Toxics Control Act Method Residential Cleanup Level for Soil established under WAC 173-340-740

The undersigned Evergreen I L L C, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment "A" of this Restrictive Covenant and made a part hereof by reference.

EVERGREEN I L L C makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

1. The Property shall not be used for residential uses, as described and defined in and allowed under the City of Renton's zoning regulations codified in the CA Zone 4-31-10 4, as of the date of this Restrictive Covenant.

2. A portion of the Property contains contaminated soil located at the southeast corner of a garage building at the northwest corner of the Property and at the southeast corner of a warehouse building at the southeast corner of the Property. The Owner shall not alter, modify, or remove the existing structure(s) in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited unless prior written approval from Ecology is obtained.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 5. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

EVERGREEN I LLC

By, Charles F. Pepka
CHARLES F PEPKA, Manager

1/5/99
DATED SIGNED

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 5 day of June, 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles F. Pepka, to me known to be the Manager of Evergreen I.L.C., the Limited Liability Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
Printed Name Grant L. Emmert
Commission Expires 2-1-02