

November 19, 2024

Michael R. Warfel, Site Manager Toxics Cleanup Program – Northwest Regional Office Washington State Department of Ecology P.O. Box 330316 Shoreline, Washington 98133-9716

RE: 2024 ANNUAL GROUNDWATER MONITORING REPORT OLD STONEWAY RENTON
1915 SOUTHEAST MAPLE VALLEY HIGHWAY RENTON, WASHINGTON
VCP PROJECT NO. NW1702
FARALLON PN: 266-008

#### Dear Michael Warfel:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter on behalf of Maple Valley, LLC to provide the Washington State Department of Ecology (Ecology) with documentation of the annual confirmational groundwater monitoring event conducted on October 8, 2024 at the Old Stoneway Renton property at 1915 Southeast Maple Valley Highway in Renton, Washington (herein referred to as the Property) (Figure 1).

The "Site" as defined under the Washington State Model Toxics Control Act Cleanup Regulation (MTCA), Chapter 173-340 of the Washington Administrative Code (WAC 173-340), comprises an approximately 1.7-acre area of land on the central portion of the Property, where hazardous substances have come to be located at concentrations exceeding applicable MTCA cleanup levels. The Site is identified by Ecology as Stoneway Concrete Renton Voluntary Cleanup Program Project No. NW1702.

Ecology issued a No Further Action determination for the Site in October 2019. The No Further Action determination included an Environmental Covenant, which limits and restricts activities at the Site that may interfere with the integrity of the cleanup action or that could result in adverse exposure to hazardous substances at the Site. The Environmental Covenant included provisions for annual groundwater monitoring to confirm the long-term effectiveness of the cleanup action until completion of the Ecology 5-year review in 2024.



#### CONFIRMATIONAL GROUNDWATER MONITORING

A confirmational groundwater monitoring event was conducted on October 8, 2024 in accordance with Ecology requirements detailed in Exhibit D, Confirmational Groundwater Monitoring Plan, of the Environmental Covenant for the Site (Attachment A). The groundwater monitoring event included measuring depth to groundwater and collecting groundwater samples from monitoring wells MW-1, MW-11, EPI-MW-1, EPI-MW-7, and EPI-MW-10 (Figure 2).

The monitoring wells were opened, and groundwater levels were permitted to equilibrate with atmospheric pressure before groundwater-level measurements were obtained. Prior to sampling, groundwater was purged from the monitoring wells in accordance with U.S. Environmental Protection Agency low-flow sampling protocols. The well purging and sampling was performed using a peristaltic pump and tubing at a flow rate of 100 milliliters per minute. The tubing intake was placed at the approximate middle portion of the water column in each monitoring well. Water quality was monitored during purging using a water-quality meter equipped with a flow-through cell. The water-quality parameters monitored and recorded included temperature, pH, specific conductance, oxidation-reduction potential, turbidity, and dissolved oxygen. The monitoring wells were purged until all parameters stabilized. Following purging, groundwater samples were collected directly from the pump outlet tubing upstream of the flow-through cell and placed into laboratory-prepared sample containers. Groundwater samples analyzed for dissolved arsenic were field filtered prior to sample collection.

Groundwater samples were placed on ice in a cooler and transported to OnSite Environmental Inc. in Redmond, Washington, under standard chain-of-custody protocols. The groundwater samples were submitted for analysis of dissolved arsenic by U.S. Environmental Protection Agency Method 200.8 and pH by Standard Method 4500-HB.

#### **RESULTS**

A summary of the analytical results for confirmational groundwater sampling is presented below. Groundwater elevations are presented in Table 1. Groundwater elevation contours for the October 2024 monitoring event are shown on Figure 2. The laboratory analytical results for groundwater samples are provided in Table 2 and on Figure 3. The laboratory analytical report for groundwater samples is provided in Attachment B.



Based on the depth-to-water measurements collected on October 8, 2024, calculated groundwater elevations ranged from 27.79 to 30.84 feet North American Vertical Datum of 1988 (Table 1). The groundwater flow direction was to the northwest, away from the Cedar River toward Southeast Maple Valley Highway (Figure 2).

Arsenic concentrations were compared to natural background groundwater concentrations provided in Ecology's *Natural Background Groundwater Arsenic Concentrations in Washington State* dated January 2022. The natural background concentration for arsenic in groundwater is 8 micrograms per liter for the Puget Sound region. Concentrations of arsenic have been less than the Puget Sound natural background concentration in all groundwater samples analyzed since 2012 (Table 2).

During the October 2024 groundwater monitoring event, arsenic was detected at concentrations less than the MTCA Method A cleanup level and the Puget Sound natural background concentration in the groundwater sample collected from MW-10 and EPI-MW-7. Arsenic was not detected at concentrations exceeding the laboratory practical quantitation limit in samples collected from EPI-MW-1, MW-11, or MW-1 (Figure 3; Table 2). The pH readings ranged from 7.2 at MW-1 to 11.3 at MW-10. These readings are below the Resource Conservation and Recovery Act characteristic dangerous waste threshold of pH 12.5 (Figure 3; Table 2).

#### MONITORING FREQUENCY

The October 2024 confirmational groundwater monitoring event was the last monitoring event required by Exhibit D, Confirmational Groundwater Monitoring Plan, of the Environmental Covenant. Considering that dissolved arsenic concentrations have consistently been less than the Puget Sound natural background concentration since 2012, Farallon requests in advance of Ecology's upcoming 5-year review that groundwater monitoring activities at the Property be discontinued at this time. The remaining general restrictions and requirements and specific prohibitions and requirements listed in the Environmental Covenant will continue to apply to the Property.



#### CLOSING

Farallon appreciates the opportunity to provide environmental consulting services for this project. Please contact Pete Kingston at (425) 295-0800 if you have questions or need of Washingron additional information.

Sincerely,

Farallon Consulting, L.L.C.

Courtney van Stolk, L.G.

Staff Geologist

Pete Kingston, I Principal Geologist

Peter J. Kingston

Attachments: Figure 1, Property Vicinity Map

Figure 2, Groundwater Elevation Contour Map - October 8, 2024

Figure 3, Groundwater Analytical Results

Table 1, Summary of Groundwater Elevation Data

Table 2, Groundwater Analytical Results Through October 2024 Attachment A, Confirmational Groundwater Monitoring Plan

Attachment B, Laboratory Analytical Report

cc: Jimmy Blais, Maple Valley, LLC

Abdoul Gafour, City of Renton Water Utility

CVS/PK:ca



#### LIMITATIONS

The conclusions contained in this report/assessment are based on professional opinions with regard to the subject matter. These opinions have been arrived at in accordance with currently accepted hydrogeologic and engineering standards and practices applicable to this location. The conclusions contained herein are subject to the following inherent limitations:

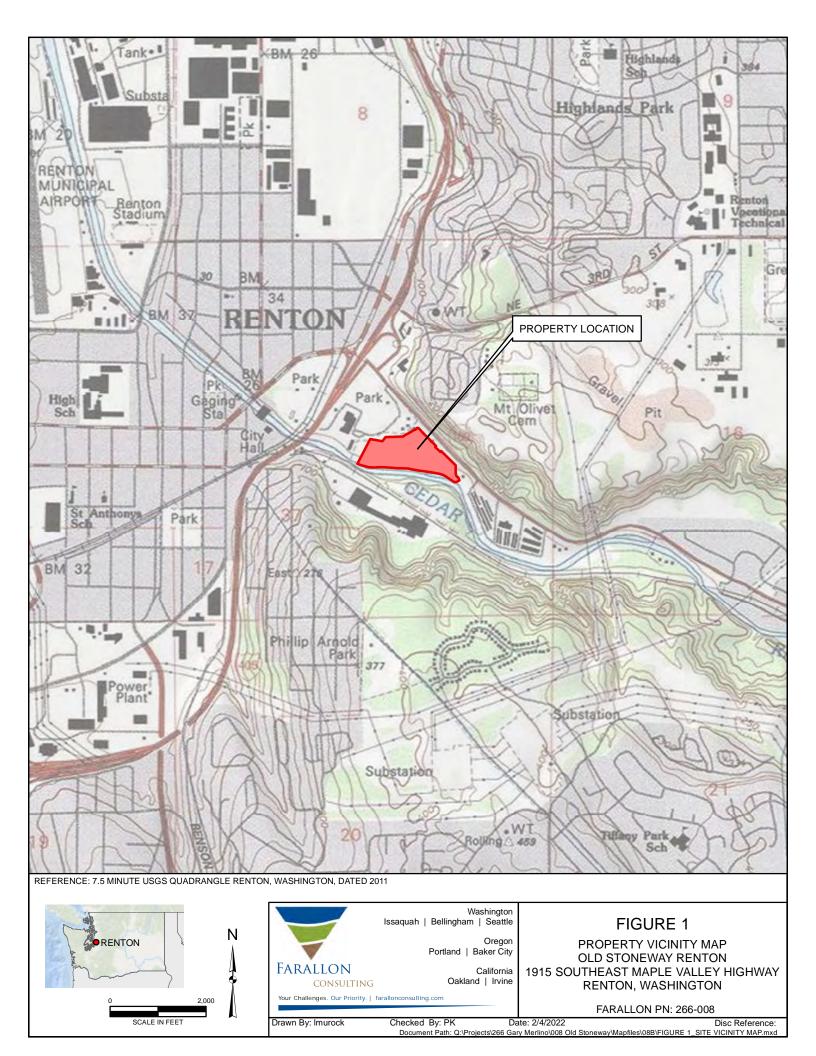
- Accuracy of Information. Farallon reviewed certain information used in this report/assessment
  from sources that were believed to be reliable. Farallon's conclusions, opinions, and
  recommendations are based in part on such information. Farallon's services did not include
  verification of its accuracy. Should the information upon which Farallon relied prove to be
  inaccurate, Farallon may revise its conclusions, opinions, and/or recommendations.
- Reconnaissance and/or Characterization. Farallon performed a reconnaissance and/or characterization of the Site that is the subject of this report/assessment to document current conditions. Farallon focused on areas deemed more likely to exhibit hazardous materials conditions. Contamination may exist in other areas of the Site that were not investigated or were inaccessible. Site activities beyond Farallon's control could change at any time after the completion of this report/assessment.

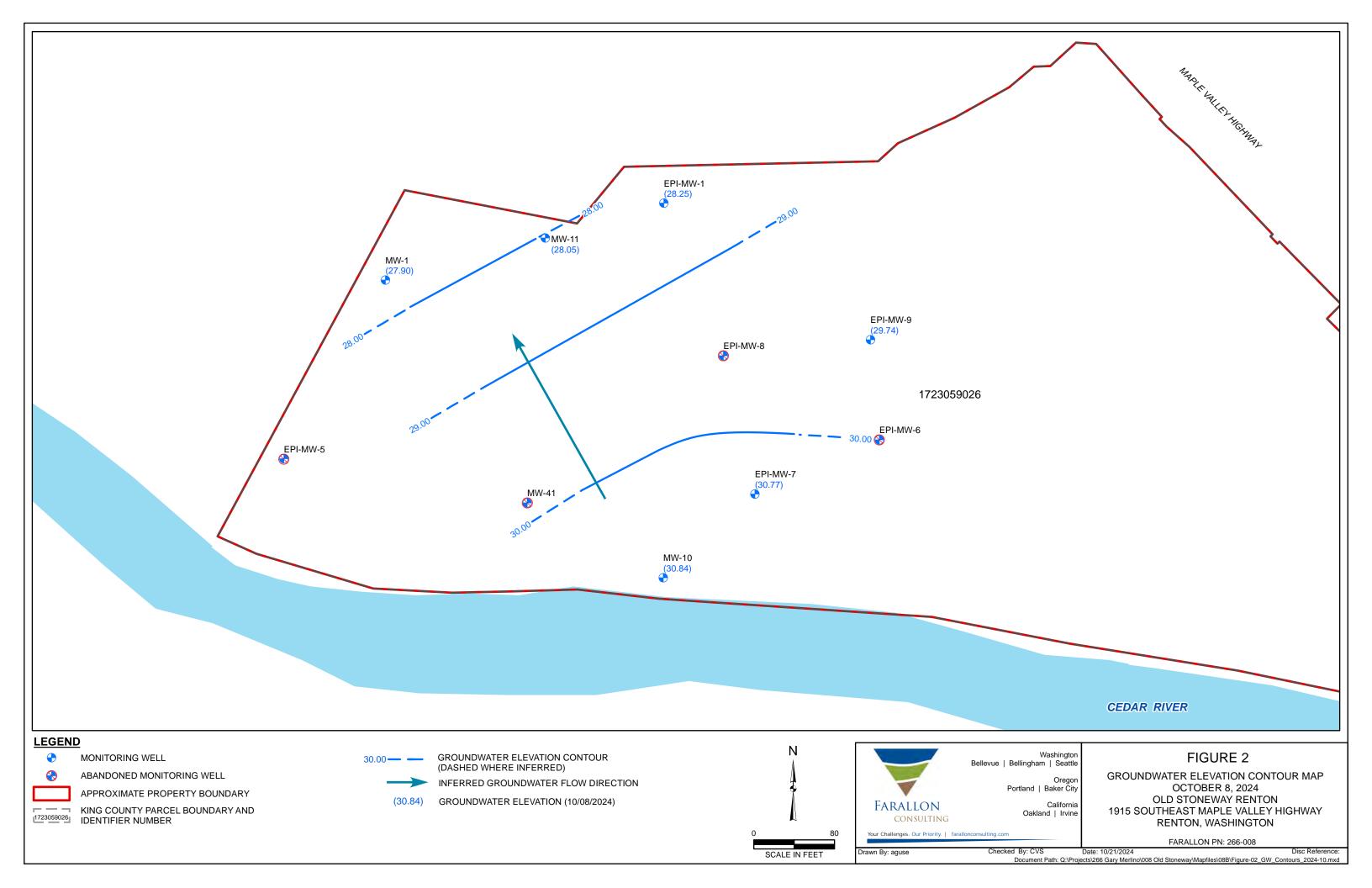
Farallon does not guarantee that the Site is free of hazardous or potentially hazardous substances or conditions, or that latent or undiscovered conditions will not become evident in the future. Farallon's observations, findings, and opinions are as of the date of the report.

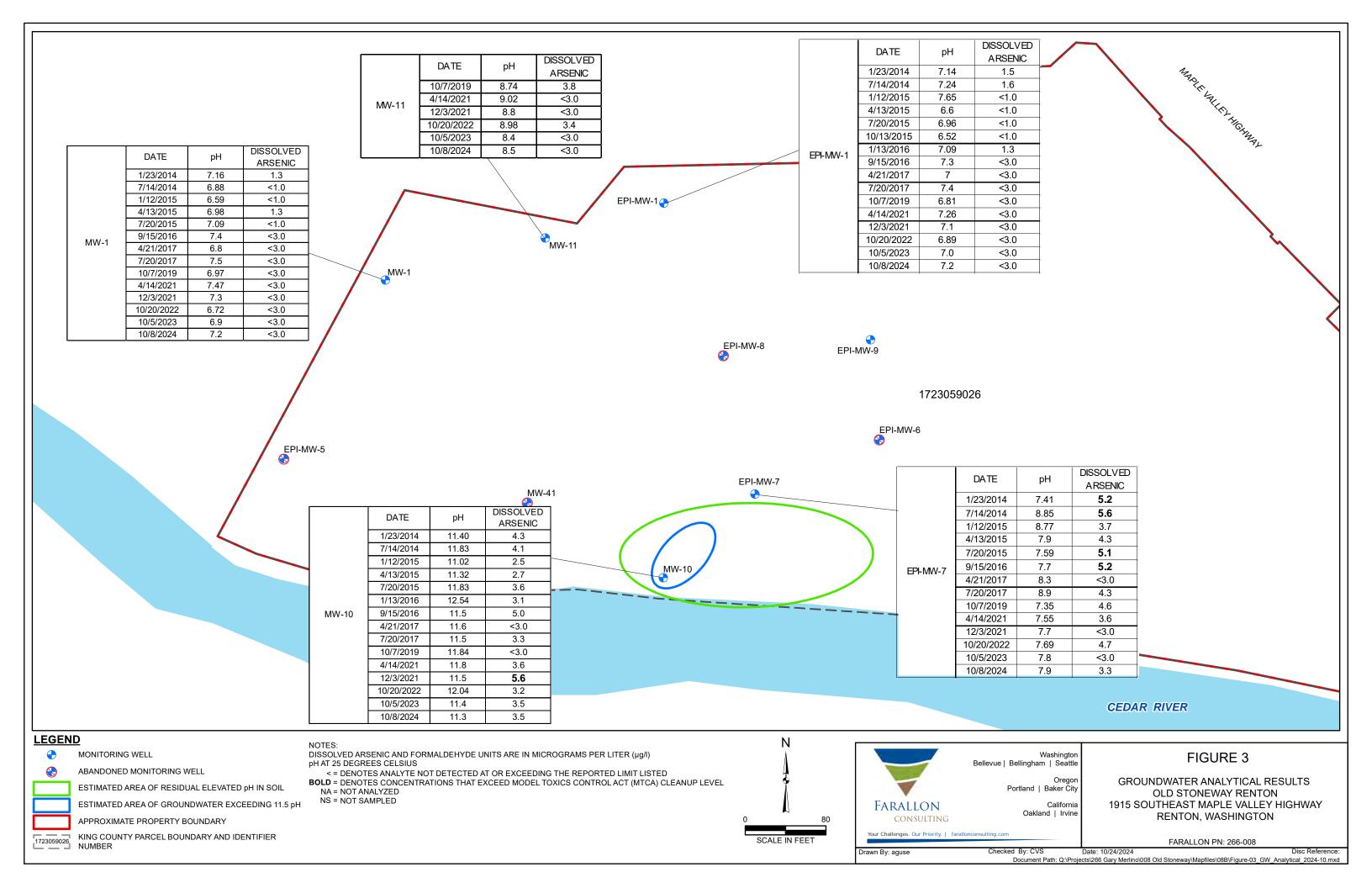
This report/assessment has been prepared in accordance with the contract for services between Farallon and Maple Valley LLC. No other warranties, representations, or certifications are made.

### **FIGURES**

2024 ANNUAL GROUNDWATER MONITORING REPORT Old Stoneway Renton 1915 Southeast Maple Valley Highway Renton, Washington







### **TABLES**

2024 ANNUAL GROUNDWATER MONITORING REPORT Old Stoneway Renton 1915 Southeast Maple Valley Highway Renton, Washington

# Table 1 Summary of Groundwater Elevation Data Old Stoneway Renton Property Renton, Washington

Well Identification	Monitoring Date	Depth of Monitoring Well (feet)	Monitoring Well Screened Interval (feet bgs)	Wellhead Elevation  (feet)	Depth to Water (below TOC)	Groundwater Elevation (feet)
	6/8/2009	` '	` ,	` '	18.63	29.30
	9/29/2016				19.62	28.31
	12/14/2009				19.10	28.83
	3/3/2010				18.58	29.35
	6/1/2010				17.58	30.35
	8/10/2010				20.78	27.15
	9/14/2010				19.57	28.36
N 4) A / 4	9/15/2016	NA	NA	47.00	19.91	28.02
MW-1	4/21/2017	NA	INA	47.93	17.55	30.38
	7/20/2017				20.62	27.31
	10/7/2019				19.22	28.71
	4/14/2021				18.87	29.06
	12/3/2021				16.98	30.95
	10/20/2022				20.03	27.90
	10/5/2023				20.09	27.84
	10/8/2024				20.14	27.79
	6/8/2009				22.58	29.51
	9/29/2016				23.48	28.61
	12/14/2009				22.95	29.14
	3/3/2010				22.53	29.56
	6/1/2010				21.59	30.50
	8/10/2010				24.45	27.64
	9/14/2010	NA	NA	52.09	23.39	28.70
EPI-MW-1	9/15/2016				23.71	28.38
□ □ I-IVIVV - I	4/21/2017				21.53	30.56
	7/20/2017				24.37	27.72
	10/7/2019				22.95	29.14
	4/14/2021				22.79	29.30
	12/3/2021				19.96	32.13
	10/20/2022				23.80	28.29
	10/5/2023				23.75	28.34
	10/8/2024				23.84	28.25
	6/8/2009				13.68	29.97
	9/29/2009				15.75	27.90
	12/14/2009				14.20	29.45
EPI-MW-5	3/3/2010	NA	NA	43.65	13.80	29.85
	6/1/2010				12.68	30.97
	8/10/2010				15.56	28.09
	9/14/2010				14.72	28.93
	6/8/2009				14.29	31.89
	9/29/2009				15.23	30.95
	12/14/2009				14.77	31.41
EPI-MW-6	3/3/2010	NA	NA	46.18	14.48	31.70
	6/1/2010				13.25	32.93
	8/10/2010				15.59	30.59
	9/14/2010				15.13	31.05

# Table 1 Summary of Groundwater Elevation Data Old Stoneway Renton Property Renton, Washington

Well Identification	Monitoring Date	Depth of Monitoring Well (feet)	Monitoring Well Screened Interval (feet bgs)	Wellhead Elevation  (feet)	Depth to Water (below TOC)	(feet)
	6/8/2009				12.11	31.94
	9/29/2016				13.03	31.02
	12/14/2009				12.69	31.36
	3/3/2010				12.25	31.80
	6/1/2010				11.10	32.95
	8/10/2010				13.44	30.61
	9/14/2010	]			13.06	30.99
	9/15/2016	47.0	E 0 47 0	44.05	13.23	30.82
EPI-MW-7	4/21/2017	17.0	5.0-17.0	44.05	11.13	32.92
	7/20/2017				13.25	30.80
	10/7/2019	1			12.73	31.32
	4/14/2021				12.64	31.41
	12/3/2021				10.84	33.21
	10/20/2022				13.34	30.71
	10/5/2023				13.35	30.70
	10/8/2024	-				30.77
	6/8/2009				13.28	
	9/29/2009				15.35	30.47
					16.70	29.12
===	12/14/2009		NA		15.81	30.01
EPI-MW-8	3/3/2010	NA		45.82	15.45	30.37
	6/1/2010				14.40	31.42
	8/10/2010				17.00	28.82
	9/14/2010				16.22	29.60
	6/8/2009				16.84	31.41
	9/29/2016				17.95	30.30
	12/14/2009				17.39	30.86
	3/3/2010	1		48.25	17.08	31.17
	6/1/2010	19.0	7.0-19.0		15.94	32.31
	8/10/2010				18.31	29.94
	9/14/2010				17.76	30.49
EPI-MW-9	9/15/2016				18.32	29.93
LI I WWW 0	4/21/2017				16.32	31.93
	7/20/2017				18.50	29.75
	4/14/2021				17.65	30.60
	12/3/2021					
	10/20/2022				15.86	32.39
	10/5/2023				18.46	29.79
					18.58	29.67
	10/8/2024				18.51	29.74
	7/20/2015				NA	30.72
	1/13/2016				NA	32.53
	9/15/2016				11.51	31.08
	4/21/2017				9.49	33.10
	7/20/2017				11.40	31.19
MW-10	10/7/2019	NA	NA	42.59	30.05	12.54
	4/14/2021				10.90	31.69
	12/3/2021				9.04	33.55
ŀ	10/20/2022	]			11.65	30.94
	10/5/2023	1			11.53	31.06
	10/8/2024	1			11.75	30.84
	10/7/2019				21.25	28.91
	4/14/2021				21.01	29.15
	12/3/2021	1			19.19	30.97
MW-11	10/20/2022	30.0	15.0-30.0	50.16	22.03	28.13
	10/5/2023	1				
	10/8/2024	1			22.02	28.14
	10/0/2024				22.11	28.05

### Table 1

### Summary of Groundwater Elevation Data Old Stoneway Renton Property

### Renton, Washington Farallon PN: 266-008

Well Identification	Monitoring Date	Depth of Monitoring Well (feet)	Monitoring Well Screened Interval (feet bgs)	Wellhead Elevation  (feet)	Depth to Water (below TOC)	Groundwater Elevation (feet)
	6/8/2009				10.61	30.80
	9/29/2009				12.40	29.01
	12/14/2009				11.16	30.25
MW-41	3/3/2010	NA	NA	41.41	10.80	30.61
	6/1/2010				9.64	31.77
	8/10/2010				12.24	29.17
	9/14/2010				11.60	29.81

#### **NOTES**

<sup>1</sup>In feet at top of well casing. Monitoring well survey data obtained from *Interim Action Report, Volume 1, Former Stoneway Batch Plant, 1915 SE Maple Valley Highway, Renton, Washington* dated February 7, 2011, prepared by Environmental Partners, Inc.

bgs = below ground surface NA = not available

TOC = top of casing

Farallon PN	١:	266-	008
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				Analytical Resul	lts
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
,	3/18/2009	MW-1	7.29	< 5	< 5
	6/8/2009	MW-1	7.13	< 5	< 5
	9/29/2009	MW-1	7.06	< 1	6
	12/14/2009	MW-1	7.74	1.1	< 5
	3/3/2010	MW-1	8.04	< 1.8	< 5
	6/1/2010	MW-1	7.48	< 1.8	< 5
	9/14/2010	MW-1	7.09	< 1.8	< 5
	12/14/2010		7.80	< 1.8	< 5
	3/2/2011		6.65	< 1.8	< 5
	5/15/2012		6.60	< 1.0	NA
	10/9/2012		6.27	1.0	NA
	4/23/2013		7.36	< 1.0	< 5
	10/21/2013		6.95	< 1.0	NA
	1/23/2014	Not Available	7.16	1.3	NA
MW-1	7/14/2014		6.88	< 1.0	< 1
	1/12/2015		6.59	< 1.0	NA
	4/13/2015		6.98	1.3	< 4
	7/20/2015		7.09	< 1.0	< 2
	10/13/2015		6.55	< 1.0	< 100
	1/13/2015		7.19	< 1.0	< 100
	9/15/2016	MW-1-091516	7.4	< 3.0	< 100
	4/21/2017	MW-1-042117	6.8	< 3.0	< 100
	7/20/2017	MW-1-072017	7.5	< 3.0	< 100
	10/7/2019	MW-1-100719	6.97	< 3.0	NA
	4/14/2021	MW-1-041421	7.47	< 3.0	NA
	12/3/2021	MW-1-120321	7.3	< 3.0	NA
	10/20/2022	MW-1-102022	6.72	< 3.0	NA
	10/5/2023	MW-1-100523	6.9	< 3.0	NA
	10/8/2024	MW-1-100824	7.2	< 3.0	NA
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

				Analytical Resul	lts
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
	3/18/2009	EPI MW-1	7.28	< 5	< 5
	6/8/2009	EPI-MW-1	6.96	< 5	< 5
	9/29/2009	EPI-MW-1	7.24	1.7	< 5
	12/14/2009	EPI-MW-1	7.42	1.6	< 5
	3/3/2010	EPI-MW-1	7.86	2.4	< 5
	6/1/2010	EPI-MW-1	7.66	< 1.8	< 5
	9/14/2010	EPI-MW-1	7.14	2.1	< 5
	12/14/2010		7.58	< 1.8	< 5
	3/2/2011		7.11	2.5	< 5
	5/15/2012		6.94	1.1	NA
	10/9/2012		6.43	1.4	NA
	4/23/2013		7.64	< 1.0	< 5
	10/21/2013		7.10	1.5	NA
	1/23/2014	Not Available	7.14	1.5	NA
EPI-MW-1	7/14/2014		7.24	1.6	< 1
	1/12/2015		7.65	< 1.0	NA
	4/13/2015		6.60	< 1.0	< 4
	7/20/2015		6.96	< 1.0	< 2
	10/13/2015		6.52	< 1.0	< 100
	1/13/2016		7.09	1.3	< 100
	9/15/2016	EPI-MW-1-091516	7.3	< 3.0	< 100
	4/21/2017	EPI-MW-1-042117	7.0	< 3.0	< 100
	7/20/2017	EPI-MW-1-072017	7.4	< 3.0	< 100
	10/7/2019	EPI-MW-1-100719	6.81	< 3.0	NA
	4/14/2021	EPI-MW-1-041421	7.26	< 3.0	NA
	12/3/2021	EPI-MW-1-120321	7.1	< 3.0	NA
	10/20/2022	EPI-MW-1-102022	6.89	< 3.0	NA
	10/5/2023	EPI-MW-1-100523	7.0	< 3.0	NA
	10/8/2024	EPI-MW-1-100824	7.2	< 3.0	NA
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

			Analytical Results		
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
	3/18/2009	EPI MW-5	6.46	< 5	< 5
	6/8/2009	EPI-MW-5	6.31	< 5	< 5
	9/29/2009	EPI-MW-5	6.47	< 1	< 5
EPI-MW-5	12/14/2009	EPI-MW-5	6.34	< 1	< 5
	3/3/2010	EPI-MW-5	7.72	< 1	< 5
	6/1/2010	EPI-MW-5	6.63	< 1.8	< 5
	9/14/2010	EPI-MW-5	6.75	< 1.8	< 5
	3/18/2009	NS	NS	NS	NS
	6/8/2009	EPI-MW-6	8.18	< 5	< 5
	9/29/2009	EPI-MW-6	8.30	3.8	< 5
EPI-MW-6	12/14/2009	EPI-MW-6	8.22	3.9	< 5
	3/3/2010	EPI-MW-6	8.16	3.9	< 5
	6/1/2010	EPI-MW-6	8.19	2.8	< 5
	9/14/2010	EPI-MW-6	7.96	4.4	< 5
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

				Analytical Resu	lts
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
Cumpio Lecauloni	3/18/2009	NS	NS	NS	NS
	6/8/2009	EPI-MW-7	10.82	7	< 5
	9/29/2009	EPI-MW-7	11.43	5.8	< 5
	12/14/2009	EPI-MW-7	10.34	7.7	< 5
	3/3/2010	EPI-MW-7	8.58	5.7	< 5
	6/1/2010	EPI-MW-7	11.41	4.9	16
	9/14/2010	EPI-MW-7	9.35	7.3	< 5
	12/14/2010		9.33	4.8	< 5
	3/2/2011		8.31	5.2	< 5
	1/27/2012		9.40	5.9	NA
	5/15/2012		8.45	5.7	< 6
	10/9/2012		8.52	9.7	< 5
	1/17/2013		7.65	6.5	NA
	4/23/2013		9.05	4.2	< 5
	7/30/2013	Not Available	7.70	7.3	NA
EPI-MW-7	10/21/2013	Not Available	8.39	4.7	< 1
LF 1-10100-7	1/23/2014		7.41	5.2	NA
	7/14/2014		8.85	5.6	< 1
	1/12/2015		8.77	3.7	< 2
	4/13/2015		7.90	4.3	6
	7/20/2015		7.59	5.1	< 2
	10/13/2015		8.85	4.2	< 100
	1/13/2016		7.73	3.9	< 100
	9/15/2016	EPI-MW-7-091516	7.7	5.2	< 100
	4/21/2017	EPI-MW-7-042117	8.3	< 3.0	< 100
	7/20/2017	EPI-MW-7-072017	8.9	4.3	< 100
	10/7/2019	EPI-MW-7-100719	7.35	4.6	NA
	4/14/2021	EPI-MW-7-041421	7.55	3.6	NA
	12/3/2021	EPI-MW-7-120321	7.7	< 3.0	NA
	10/20/2022	EPI-MW-7-102022	7.69	4.7	NA
	10/5/2023	EPI-MW-7-100523	7.8	< 3.0	NA
	10/8/2024	EPI-MW-7-100824	7.9	3.3	NA
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

				Analytical Resu	lts
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
	3/18/2009	NS	NS	NS	NS
	6/8/2009	EPI-MW-8	8.15	< 5	< 5
	9/29/2009	EPI-MW-8	8.36	3.9	5
EPI-MW-8	12/14/2009	EPI-MW-8	8.58	4.2	< 5
	3/3/2010	EPI-MW-8	8.25	4.7	< 5
	6/1/2010	EPI-MW-8	8.93	3.1	< 5
	9/14/2010	EPI-MW-8	7.98	4.7	< 5
	3/18/2009	NS	NS	NS	NS
	6/8/2009	EPI-MW-9	7.98	7	< 5
	9/29/2009	EPI-MW-9	7.95	5.7	< 5
	12/14/2009	EPI-MW-9	8.26	5.8	< 5
	3/3/2010	EPI-MW-9	8.00	6.6	< 5
	6/1/2010	EPI-MW-9	8.58	6.4	5
	9/14/2010	EPI-MW-9	8.12	6.6	< 5
	12/14/2010		8.23	6.3	< 5
	3/2/2011		7.99	7.8	< 5
	1/27/2012		9.25	6.6	NA
	5/15/2012		7.22	8.1	NA
	10/9/2012		7.47	7.6	< 5
	1/17/2013		8.83	6.6	NA
EPI-MW-9	4/23/2013		8.53	5.9	< 5
	7/30/2013	Niet Assellele	8.42	7.5	NA
	10/21/2013	Not Available	8.18	6.6	< 1
	1/23/2014		7.30	5.9	NA
	7/14/2014		8.06	6.0	< 1
	1/12/2015		8.26	3.9	< 2
	4/13/2015		6.16	3.9	< 4
	7/20/2015		7.09	4.2	< 2
	10/13/2016		7.26	4.2	< 100
	1/13/2016		7.24	3.1	< 100
	9/15/2016	EPI-MW-9-091516	7.8	4.7	< 100
	4/21/2017	EPI-MW-9-042117	7.0	3.3	< 100
	7/20/2017	EPI-MW-9-072017	7.8	5.7	< 100
	4/14/2021	EPI-MW-9-041421	7.08	4.5	NA
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

			Analytical Results			
				ams per liter)		
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>	
	9/29/2009	EPI-MW-10	NA	6.2	< 5	
	12/14/2009	EPI-MW-10	NA	7.7	< 5	
	3/3/2010	EPI-MW-10	NA	4.0	< 5	
	6/1/2010	EPI-MW-10	NA	4.8	18	
	9/14/2010	EPI-MW-10	NA	7.1	< 5	
	1/9/2012		10.27	17	< 5	
	1/17/2013		11.94	6.8	NA	
	4/23/2013		11.44	3.8	< 5	
	7/30/2013		11.36	5.9	NA	
	10/21/2013		11.69	6.0	< 1	
	1/23/2014	Not Available	11.40	4.3	NA	
	7/14/2014		11.83	4.1	< 1	
MW-10	1/12/2015		11.02	2.5	< 2	
	4/13/2015		11.32	2.7	8	
	7/20/2015		11.83	3.6	< 2,000	
	1/13/2016		12.54	3.1	< 100	
	9/15/2016	MW-10-091516	11.5	5.0	< 100	
	4/21/2017	EPI-MW-10-042117	11.6	< 3.0	< 100	
	7/20/2017	MW-10-072017	11.5	3.3	< 100	
	10/7/2019	MW-10-100719	11.84	< 3.0	NA	
	4/14/2021	MW-10-041421	11.80	3.6	NA	
	12/3/2021	MW-10-120321	11.5	5.6	NA	
	10/20/2022	MW-10-102022	12.04	3.2	NA	
	10/5/2023	MW-10-100523	11.4	3.5	NA	
	10/8/2024	MW-10-100824	11.3	3.5	NA	
	10/7/2019	MW-11-100719	8.74	3.8	NA	
	4/14/2021	MW-11-041421	9.02	< 3.0	NA	
NAVA / 4.4	12/3/2021	MW-11-120321	8.8	< 3.0	NA	
MW-11	10/20/2022	MW-11-120321	8.98	3.4	NA	
	10/5/2023	MW-11-100523	8.4	< 3.0	NA	
	10/8/2024	MW-11-100824	8.5	< 3.0	NA	
MTCA Cleanup Lev	els for Groundwa	ter	NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>	

Renton, Washington Farallon PN: 266-008

			Analytical Results		
				(microgra	ams per liter)
Sample Location	Sample Date	Sample Identification	pH (pH @ 25 degrees celsius) <sup>1</sup>	Dissolved Arsenic <sup>2</sup>	Formaldehyde <sup>3</sup>
	3/18/2009	NS	NS	NS	NS
	6/8/2009	MW-41	5.87	< 5	< 5
	9/29/2009	MW-41	6.65	< 1	< 5
MW-41	12/14/2009	MW-41	6.58	< 1	< 5
	3/3/2010	MW-41	7.77	< 1.8	< 5
	6/1/2010	MW-41	6.65	< 1.8	< 5
	9/14/2010	MW-41	7.11	< 1.8	< 5
MTCA Cleanup Levels for Groundwater			NA	5 <sup>4</sup> /8 <sup>5</sup>	1,600 <sup>6</sup>

#### NOTES:

Results in **bold** denote concentrations exceeding applicable cleanup levels and natural background concentrations.

< denotes analyte not detected at or exceeding the laboratory practical quantitation limit listed.

NA = not analyzed NS = not sampled

<sup>5</sup>Natural background threshold value for the Puget Sound Basin as provided in *Natural Background Groundwater Arsenic Concentrations in Washington State, Study Results*, Washington State Department of Ecology, Publication No. 14-09-044, dated January 2022.

<sup>6</sup>Washington State Model Toxics Control Act Cleanup Regulation Cleanup Levels and Risk Calculations, Standard Method B Values for Groundwater, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Contamination-clean-up-tools/CLARC

<sup>&</sup>lt;sup>1</sup>Analyzed by Standard Method 4500-H B.

<sup>&</sup>lt;sup>2</sup>Analyzed by U.S. Environmental Protection Agency Method 200.8 or 7060.

<sup>&</sup>lt;sup>3</sup>Analyzed by U.S. Environmental Protection Agency Method 8315A.

<sup>&</sup>lt;sup>4</sup>Washington State Model Toxics Control Act Cleanup Regulation (MTCA) Method A Cleanup Levels for Groundwater, Table 720-1 of Section 900 of Chapter 173-340 of the Washington Administrative Code, as revised 2013, unless otherwise noted.

## ATTACHMENT A CONFIRMATIONAL GROUNDWATER MONITORING PLAN

2024 ANNUAL GROUNDWATER MONITORING REPORT Old Stoneway Renton 1915 Southeast Maple Valley Highway Renton, Washington

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

#### **Environmental Covenant**

**Grantor: SRMRENTON LLC** 

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

**Brief Legal Description:** POR OF SE 17-23-05 BEING KNOWN AS REV LEGAL DESC OF EXHIBIT E OF BOUNDARY LINE AGREEMENT REC #20090112001505 APPROVED BY

CITY OF RENTON DAVID CHRISTENSEN DATED 01-22-09 SEE SURVEY

20090112900011

Tax Parcel No.: King County 172305-9026

#### **RECITALS**

- **a.** This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a MTCA site commonly known as **Stoneway Concrete Renton, Ecology Facility Site ID 62244377, Cleanup Site ID 2121, Voluntary Cleanup Program # NW1702.** The Property is legally described in Exhibit A, and illustrated in Exhibits B and C, both of which are attached (hereafter, "Property"). If there are differences between these Exhibits, the legal description in Exhibit A shall prevail.

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

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

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

Exhibit A – Legal Description

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Exhibit D – Confirmational Groundwater Monitoring Plan

Exhibit E – Operation, Maintenance, and Contingency Plan

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

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

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

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

#### COVENANT

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

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

#### **Section 1.** General Restrictions and Requirements.

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

- **a.** Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining immediately adjacent to the Property.
- **c.** Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- **d.** Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- **e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

#### Section 2. Specific Prohibitions and Requirements.

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

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

- b. Containment of Groundwater. The remedial action for the Property is based on containing contaminated groundwater beneath the Property, as illustrated in Exhibit C. Contact with high pH groundwater in the four former concrete sedimentation basins shall be prevented by filling the basins with clean inert material to ground surface. The Grantor shall not alter or remove the existing structures on the Property, or construct new structures on the Property, in any manner that would expose contaminated groundwater, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose activities on the Property such that access to the underlying groundwater contamination is feasible, Ecology may require treatment or removal of the contaminated groundwater.
- **c. Stormwater facilities.** To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed within the area of the Property illustrated in Exhibit C. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of watertight construction. Three 48-inch-diameter, corrugated metal pipe (CMP) dry wells, located north of and adjacent to the four former concrete sedimentation basins, shall be decommissioned in accordance with WAC 173-160-381.
- d. Groundwater Use. The groundwater beneath the Property shall not be extracted for any purpose other than investigation, monitoring, or remediation performed in accordance with requirements imposed by Ecology for the Property. Drilling of a well for any water supply purpose on or beneath the Property is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.
- **e.** Confirmational Groundwater Monitoring Plan. Monitoring of groundwater for the Property shall be performed in accordance with the Confirmational Groundwater Monitoring Plan that is attached as Exhibit D to this Covenant.

#### f. Operation, Maintenance, and Contingency Plan.

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

#### Section 3. Access.

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

- b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
- **c.** No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

#### **Section 4. Notice Requirements.**

- **a.** Conveyance of Any Interest. The Grantor, when conveying any title, easements, and security or other interests (other than leases without access rights to restricted areas) within the area of the Property described and illustrated in Exhibit A, must:
  - i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Waiver of advance notice to Ecology for leases does not constitute waiver of this notice for the entire Property nor a waiver of the requirement in Section 4.a.ii. to include a notice in any document conveying interest in the Property
  - ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:
    - NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [Date] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [Recording Number]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS AVAILABLE FROM GRANTOR UPON REQUEST.
  - iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- **b.** Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.
- **c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.
- **d. Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

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

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

#### **Section 5. Modification or Termination.**

- **a.** Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
  - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
  - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- **b.** If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.
- **c.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

#### **Section 6. Enforcement and Construction.**

- **a.** This Covenant is being freely and voluntarily granted by the Grantor.
- **b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of

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

- **d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- **e.** This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- **g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

EXECUTED this	day of	, 2019.
	[Sig	NATURE]
by:	[PRINTE	D NAME]
Title:		
		CORPORATE ACKNOWLEDGMENT
STATE OF		
COUNTY OF		
On this day of _		, 2019, I certify that
of the corporation that execute by free and voluntary act and de	ed the within and seed of said corpora	foregoing instrument, and signed said instrument ation, for the uses and purposes therein mentioned, execute said instrument for said corporation.
	No	tary Public in and for the State of
	Res	siding at
	My	appointment expires

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

this Covenant.

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

### STATE OF WASHINGTON

### DEPARTMENT OF ECOLOGY

	[Signature]
by:	PRINTED NAME]
Title: <u>Toxics Cleanup Prog</u>	gram Section Manager
Dated:	

#### Exhibit A

#### LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

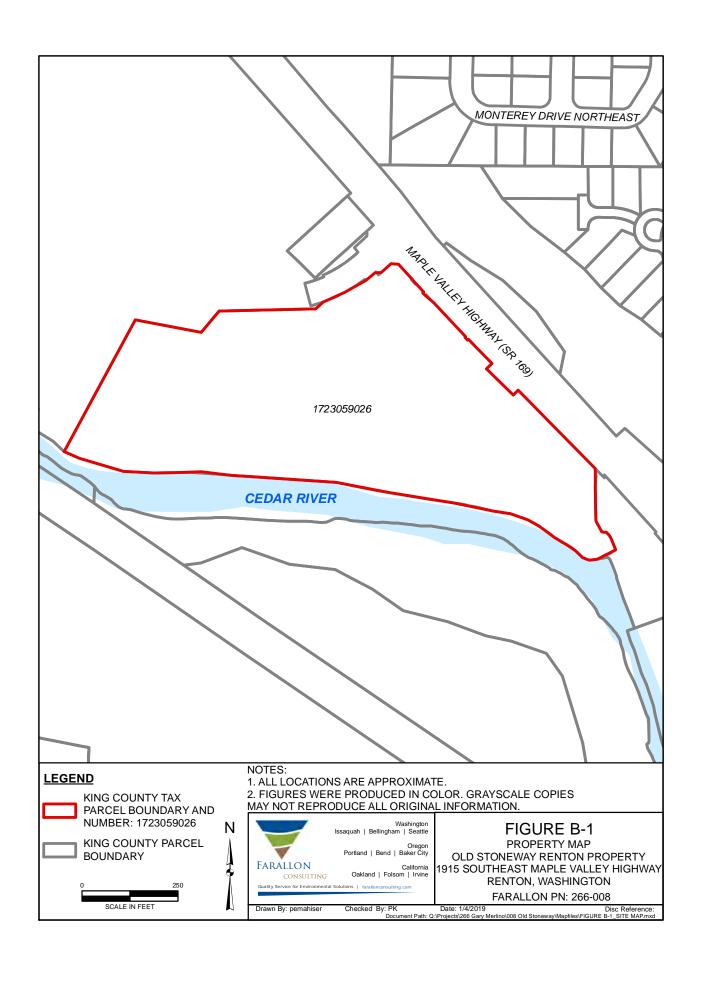
THENCE NORTH 03°48'48" WEST, 21.14 FEET TO THE SOUTH LINE OF THAT STRIP OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20070716001845, RECORDS OF KING COUNTY, WASHINGTON;

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

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

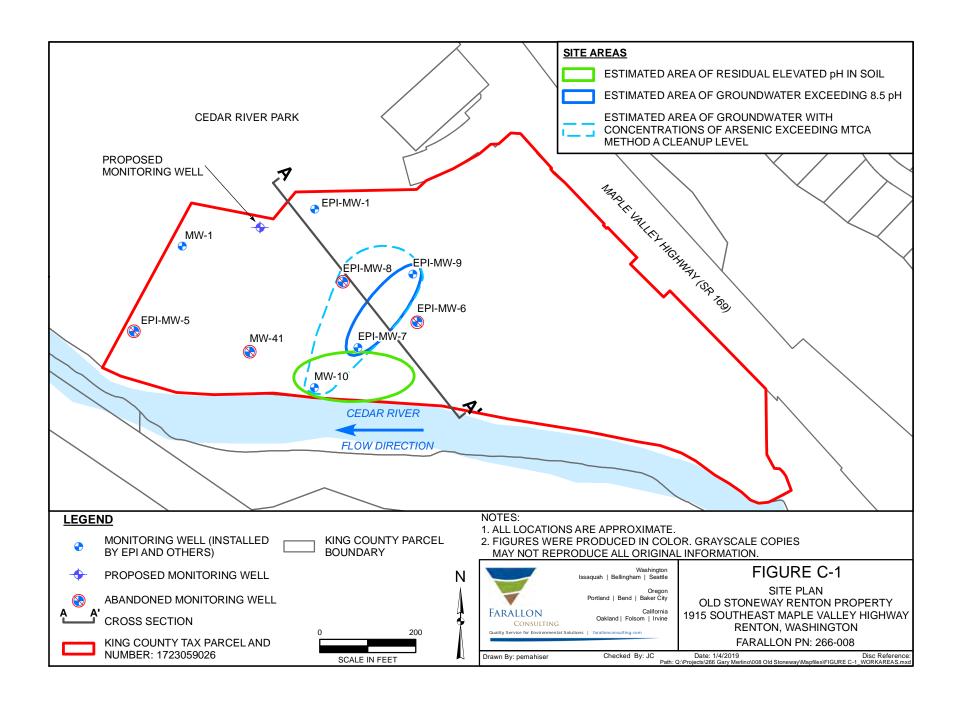
### Exhibit B

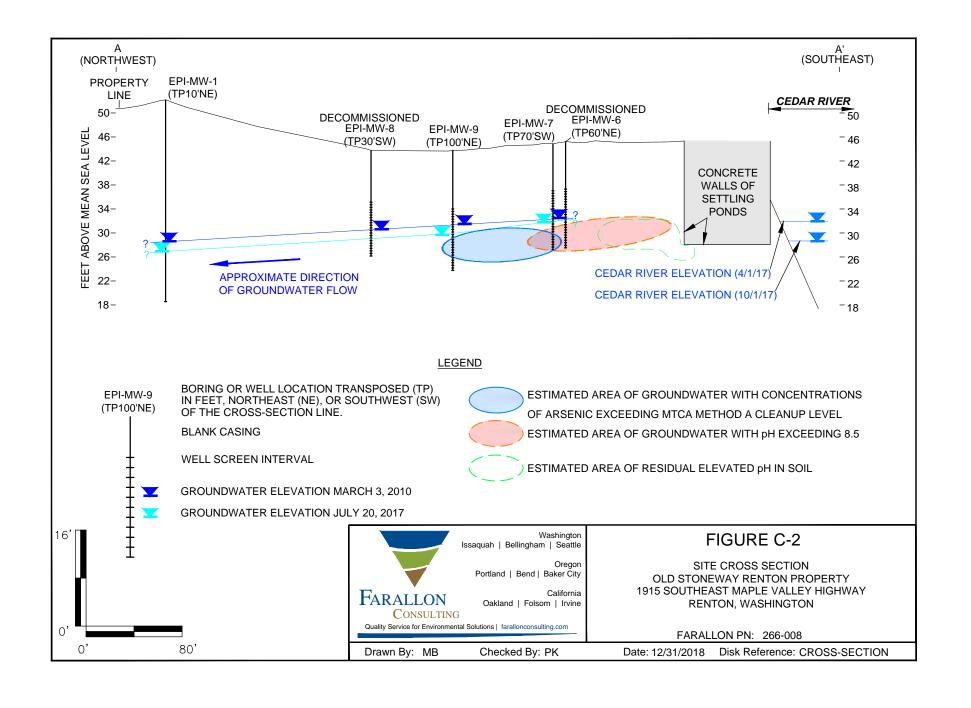
### PROPERTY MAP



## **Exhibit C**

### MAPS ILLUSTRATING LOCATIONS OF RESTRICTIONS





#### Exhibit D

#### CONFIRMATIONAL GROUNDWATER MONITORING PLAN

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

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

#### Monitoring Locations

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

#### • Monitoring Data to be Collected:

- Water levels
- o Samples to be tested for pH (field) and dissolved arsenic

#### • Monitoring Frequency

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

#### Sampling Procedures

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

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

#### • Reporting

- Submit annual reports of water level measurements, sample analysis results, and a map showing groundwater elevation contours, pH, and dissolved arsenic to the Ecology NW Regional Office (Voluntary Cleanup Program) and to the City of Renton Water Utility (Engineering Section).
- The Grantor shall maintain clear access to the on-Property wells and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring well. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage to any of the on-Property wells and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

#### Exhibit E

#### OPERATION, MAINTENANCE, AND CONTINGENCY PLAN

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

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

# ATTACHMENT B LABORATORY ANALYTICAL REPORT

2024 ANNUAL GROUNDWATER MONITORING REPORT Old Stoneway Renton 1915 Southeast Maple Valley Highway Renton, Washington

Farallon PN: 266-008



October 10, 2024

Pete Kingston Farallon Consulting, LLC 1809 7th Avenue, Suite 1111 Seattle, WA 98101

Re: Analytical Data for Project 266-008

Laboratory Reference No. 2410-130

#### Dear Pete:

Enclosed are the analytical results and associated quality control data for samples submitted on October 8, 2024.

The standard policy of OnSite Environmental, Inc. is to store your samples for 30 days from the date of receipt. If you require longer storage, please contact the laboratory.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning the data, or need additional information, please feel free to call me.

Sincerely,

David Baumeister Project Manager

**Enclosures** 

Project: 266-008

#### **Case Narrative**

Samples were collected on October 8, 2024 and received by the laboratory on October 8, 2024. They were maintained at the laboratory at a temperature of  $2^{\circ}$ C to  $6^{\circ}$ C.

Please note that any and all soil sample results are reported on a dry-weight basis, unless otherwise noted below. However the soil results for the QA/QC samples are reported on a wet-weight basis.

General QA/QC issues associated with the analytical data enclosed in this laboratory report will be indicated with a reference to a comment or explanation on the Data Qualifier page. More complex and involved QA/QC issues will be discussed in detail below.

Project: 266-008

#### pH SM 4500-H B

Matrix: Water

Units: pH (@ 25°C)

			Date	Date	
Analyte	Result	Method	Prepared	Analyzed	Flags
Client ID:	MW-1-100824				
Laboratory ID:	10-130-01				
рН	7.2	SM 4500-H B	10-8-24	10-8-24	
Client ID:	MW-11-100824				
Laboratory ID:	10-130-02				
рН	8.5	SM 4500-H B	10-8-24	10-8-24	
Client ID:	EPI-MW-1-100824				
Laboratory ID:	10-130-03				
рН	7.2	SM 4500-H B	10-8-24	10-8-24	
Client ID:	EPI-MW-7-100824				
Laboratory ID:	10-130-04				
рН	7.9	SM 4500-H B	10-8-24	10-8-24	
Client ID:	MW-10-100824				
Laboratory ID:	10-130-05				
pH	11.3	SM 4500-H B	10-8-24	10-8-24	

Project: 266-008

# DISSOLVED ARSENIC EPA 200.8

Matrix: Water
Units: ug/L (ppb)

				Date	Date	
Analyte	Result	PQL	Method	Prepared	Analyzed	Flags
Client ID:	MW-1-100824					
Laboratory ID:	10-130-01					
Arsenic	ND	3.0	EPA 200.8		10-10-24	
Client ID:	MW-11-100824					
Laboratory ID:	10-130-02					
Arsenic	ND	3.0	EPA 200.8		10-10-24	
Client ID:	EPI-MW-1-100824					
Laboratory ID:	10-130-03					
Arsenic	ND	3.0	EPA 200.8		10-10-24	
Client ID:	EPI-MW-7-100824					
Laboratory ID:	10-130-04					
Arsenic	3.3	3.0	EPA 200.8		10-10-24	
Client ID:	MW-10-100824					
Laboratory ID:	10-130-05					
Arsenic	3.5	3.0	EPA 200.8		10-10-24	

Project: 266-008

#### DISSOLVED ARSENIC EPA 200.8 QUALITY CONTROL

Matrix: Water
Units: ug/L (ppb)

				Date	Date	
Analyte	Result	PQL	Method	Prepared	Analyzed	Flags
METHOD BLANK						
Laboratory ID:	MB1009F1					
Arsenic	ND	3.0	EPA 200.8	10-9-24	10-10-24	

					Source	Pe	rcent	Recovery		RPD	
Analyte	Result		Spike	Level	Result	Rec	overy	Limits	RPD	Limit	Flags
DUPLICATE											
Laboratory ID:	10-06	66-01									
	ORIG	DUP									
Arsenic	ND	ND	NA	NA		NA		NA	NA	20	
MATRIX SPIKES											
Laboratory ID:	10-06	66-01									
	MS	MSD	MS	MSD		MS	MSD				
Arsenic	81.0	77.6	80.0	80.0	ND	101	97	75-125	4	20	



#### **Data Qualifiers and Abbreviations**

- A Due to a high sample concentration, the amount spiked is insufficient for meaningful MS/MSD recovery data.
- B The analyte indicated was also found in the blank sample.
- C The duplicate RPD is outside control limits due to high result variability when analyte concentrations are within five times the quantitation limit.
- E The value reported exceeds the quantitation range and is an estimate.
- F Surrogate recovery data is not available due to the high concentration of coeluting target compounds.
- H The analyte indicated is a common laboratory solvent and may have been introduced during sample preparation, and be impacting the sample result.
- I Compound recovery is outside of the control limits.
- J The value reported was below the practical quantitation limit. The value is an estimate.
- K Sample duplicate RPD is outside control limits due to sample inhomogeneity. The sample was re-extracted and re-analyzed with similar results.
- L The RPD is outside of the control limits.
- M Hydrocarbons in the gasoline range are impacting the diesel range result.
- M1 Hydrocarbons in the gasoline range (toluene-naphthalene) are present in the sample.
- N Hydrocarbons in the lube oil range are impacting the diesel range result.
- N1 Hydrocarbons in diesel range are impacting lube oil range results.
- O Hydrocarbons indicative of heavier fuels are present in the sample and are impacting the gasoline result.
- P The RPD of the detected concentrations between the two columns is greater than 40.
- Q Surrogate recovery is outside of the control limits.
- S Surrogate recovery data is not available due to the necessary dilution of the sample.
- T The sample chromatogram is not similar to a typical .
- U The analyte was analyzed for, but was not detected above the reported sample quantitation limit.
- U1 The practical quantitation limit is elevated due to interferences present in the sample.
- V Matrix Spike/Matrix Spike Duplicate recoveries are outside control limits due to matrix effects.
- W Matrix Spike/Matrix Spike Duplicate RPD are outside control limits due to matrix effects.
- X Sample extract treated with a mercury cleanup procedure.
- X1 Sample extract treated with a sulfuric acid/silica gel cleanup procedure.
- X2 Sample extract treated with a silica gel cleanup procedure.
- Y The calibration verification for this analyte exceeded the 20% drift specified in methods 8260 & 8270, and therefore the reported result should be considered an estimate. The overall performance of the calibration verification standard met the acceptance criteria of the method.
- Y1 Negative effects of the matrix from this sample on the instrument caused values for this analyte in the bracketing continuing calibration verification standard (CCVs) to be outside of 20% acceptance criteria. Because of this, quantitation limits and sample concentrations should be considered estimates.

Z -

ND - Not Detected at PQL

PQL - Practical Quantitation Limit

RPD - Relative Percent Difference



Reviewed/Date	Received	Relinquished	Received	Relinquished	Received	Relinquished	Signature		9		5 mw-10-100824	4 EPI-MW-7-100824	5 EPT-MW-1-100824	2 MW-11-100824	1 MW-1-100824	Lab ID Sample Identification	JESS TON VINSON	Pete Kingston	Stoneway Concrete	266-008	Project Number:	Company:	Analytical Laboratory Testing Services 14648 NE 95th Street - Redmond, WA 98052	Environmental Inc.
Reviewed/Date					180	Farallon	Company				0/08/24 15:15 V	10/08/24 14:29	10/08/2413:33		10/08/24 13/18/11/20	Date Time Sampled Sampled Matrix	(other)		Standard (7 Days)	2 Days 3 Days	Same Day 1 Day	(Check One)	Turnaround Request (in working days)	Chain of
					10/8/M 10/8	10/08/24 16:18	Date Time				2	2	2	2	2	NWTP NWTP Volatile Haloge	H-HCI H-Gx/ H-Gx H-Dx (ess 826)	D BTEX (I SG Cle 0 Volatile	8021	)	)		Laboratory Number:	Gustody
Chromatograms with final report   Electronic Data Deliverables (EDDs)	Data Package: Standard   Level III   Level IV						Comments/Special Instructions				\ \ \				× ×	Semive (with lot PAHs & PCBs & Organo Chlorin Total R Total M TCLP M HEM (c	olatiles we-levive services when the control of the	a 8270/3 al PAHs Republic North Repu	SIM  ) -level)  icides 8  Pesticides rbicides	081 827( 8151			: 10-130	Page of