



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, Washington 98504-7600 • 360-407-6300

October 30, 2024

Shad Bernhoft
Wells Property Management
5210 Russell Avenue NW, #100
Seattle, WA 98107
shad@wellspropertymanagement.com

SENT BY EMAIL ONLY

Re: No Further Action opinion for the following contaminated Site

Site name: Chinook Ballard (renamed from Hollywood Video)
Site address: 1446 NW 53rd St, Seattle, King County, WA 98107
Facility/Site ID: 100002796
Cleanup Site ID: 17111
VCP Project No.: NW3324

Dear Shad Bernhoft:

The Washington State Department of Ecology (Ecology) received your request on October 30, 2024, for an opinion regarding the sufficiency of your independent cleanup of the Chinook Ballard facility (Site) under the Voluntary Cleanup Program (VCP).¹ This letter provides our opinion and analysis. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), chapter [70A.305](#) RCW.²

Opinion

Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter and in the environmental covenant in Enclosure C.

Ecology bases this opinion on an analysis of whether the remedial action meets the substantive requirements of MTCA and its implementing regulations, which are specified in chapter 70A.305 RCW and chapter [173-340](#) WAC³ (collectively called “MTCA”).

¹ <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Voluntary-Cleanup-Program>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

³ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

Site Description

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

- Tetrachloroethene in soil.
- Diesel, oil, tetrachloroethene, vinyl chloride, and chloroform in groundwater.
- Benzene and naphthalene in indoor air.

Enclosure A includes Site description and diagrams.

Please note the parcel of real property associated with this Site is also located within the projected boundaries of the Tux Shop, Unocal 5479, and Hollywood Video facilities (FSID #s 6819, 99628192, 14234). Currently, Ecology has no information indicating that contamination from the Tux Shop, Unocal 5479, and Hollywood Video affects this parcel. This opinion does not apply to any contamination associated with the Tux Shop, Unocal 5479, and Hollywood Video facilities.

Basis for the Opinion

Ecology bases this opinion on information in the documents listed in Enclosure B. You can request these documents by filing a [records request](#).⁴ For help making a request, contact the Public Records Officer at publicrecordsofficer@ecy.wa.gov or call 360-407-6040. Before making a request, check whether the documents are available on [Ecology's Cleanup and Tank Search web page](#).⁵

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

Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary to clean up contamination at the Site. Ecology bases its conclusion on the following analysis:

Characterizing the Site

Ecology has determined your completed Site characterization is sufficient for setting cleanup standards and selecting a cleanup action. Enclosure A describes the Site.

In May of 2021, eight soil borings were installed on-site. Thirty-two soil samples were collected and analyzed for gasoline, diesel, oil, benzene, ethylbenzene, toluene, xylene, tetrachloroethene, trichloroethene, vinyl chloride, chlorobenzene, 1,2-dichlorobenzene, 1,4-dichlorobenzene, acetone, chloroform, carbon disulfide, and methyl ethyl ketone. No other volatile organic compounds were detected.

⁴ <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

⁵ <https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=1711>

Table 1. Soil Sampling Results – May 2021

Contaminant	MTCA Method A/B Cleanup Level (mg/kg*)	Maximum Concentration (mg/kg)	Number of Exceedances/ Number of Samples	Number of Detections Number of Samples
Gasoline	100	none	0/32	0/32
Diesel	2,000	none	0/32	0/32
Oil	2,000	none	0/32	0/32
Benzene	0.03	none	0/32	0/32
Ethylbenzene	6	none	0/32	0/32
Toluene	7	none	0/32	0/32
Xylene	9	none	0/32	0/32
Tetrachloroethene	0.05	0.0095	0/32	6/32
Trichloroethene	0.03	none	0/32	0/32
Vinyl chloride	0.67	0.00094	0/32	1/32
Chlorobenzene	1,600	0.027	0/32	3/32
1,2-dichlorobenzene	7,200	none	0/32	0/32
1,4-dichlorobenzene	190	0.03	0/32	3/32
Acetone	72,000	0.016	0/32	3/32
Chloroform	32	0.00091	0/32	1/32
Carbon disulfide	8,000	0.0015	0/32	2/32
Methyl ethyl ketone	48,000	0.0043	0/32	1/32

*mg/kg = milligrams per kilogram

Eight groundwater grab samples, one from each boring, were collected and analyzed for gasoline, diesel, oil, benzene, ethylbenzene, toluene, xylene, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, vinyl chloride, acetone, carbon disulfide, chloroform, bromodichloromethane, sec-butylbenzene, p-isopropyltoluene, n-butylbenzene, and 1,4-dichlorobenzene.

Table 2. Groundwater Sampling Results – May 2021

Contaminant	MTCA Method A/B Cleanup Level (µg/l*)	Maximum Concentration (µg/l)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
Gasoline	800	170	0/8	1/8
Diesel	500	610	1/8	3/8
Oil	500	610	1/8	6/8
Benzene	5	0.47	0/8	1/8
Ethylbenzene	700	none	0/8	0/8
Toluene	1.000	none	0/8	0/8
Xylene	1.000	none	0/8	0/8
Tetrachloroethene	5	44	4/8	8/8
Trichloroethene	5	1.1	0/8	4/8
Cis 1,2-dichloroethene	16	1.5	0/8	5/8
Vinyl chloride	0.2	0.27	1/8	1/8
Acetone	7,200	17	0/8	3/8
Carbon disulfide	800	0.2	0/8	1/8
Chloroform	1.4	6.2	2/8	6/8
Bromodichloromethane	0.71	0.21	0/8	1/8
Sec-Butylbenzene	800	0.24	0/8	1/8
p-Isopropyltoluene	none	0.24	none	1/8
n-Butylbenzene	400	0.33	0/8	1/8
1,4-dichlorobenzene	81	4	0/8	1/8

µg/l = micrograms per liter

In August of 2021, five groundwater monitoring wells were installed on-site. One soil sample was collected from each well and analyzed for gasoline, diesel, oil, benzene, ethylbenzene, toluene, xylene, tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, and vinyl chloride. A groundwater sample was collected from each of the five wells and analyzed for the same analytes. Four sub-slab soil gas samples were also collected and analyzed for EC 5-8 and 9-12 aliphatics and 9-10 aromatics, benzene, ethylbenzene, toluene, xylene, naphthalene, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride.

Table 3. Soil Sampling Results – August 2021

Contaminant	MTCA Method A/B Cleanup Level (mg/kg)	Maximum Concentration (mg/kg)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
Gasoline	100	none	0/5	0/5
Diesel	2,000	none	0/5	0/5
Oil	2,000	none	0/5	0/5
Benzene	0.03	none	0/5	0/5
Ethylbenzene	6	none	0/5	0/5
Toluene	7	none	0/5	0/5
Xylene	9	none	0/5	0/5
Tetrachloroethene	0.05	0.051	1/5	1/5
Trichloroethene	0.03	none	0/5	0/5
Cis 1,2-dichloroethene	160	none	0/5	0/5
Trans 1,2-dichloroethene	1,600	none	0/5	0/5
Vinyl chloride	0.67	none	0/5	0/5

Table 4. Groundwater Sampling Results – August 2021

Contaminant	MTCA Method A/B Cleanup Level (µg/l)	Maximum Concentration (µg/l)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
Gasoline	800	none	0/5	0/5
Diesel	500	none	0/5	0/5
Oil	500	none	0/5	0/5
Benzene	5	none	0/5	0/5
Ethylbenzene	700	none	0/5	0/5
Toluene	1.000	none	0/5	0/5
Xylene	1.000	none	0/5	0/5
Tetrachloroethene	5	31	3/5	5/5
Trichloroethene	5	4.6	0/5	3/5
Cis 1,2-dichloroethene	16	2.2	0/5	1/5
Trans 1,2-dichloroethene	160	none	0/5	0/5
Vinyl chloride	0.2	1.1	1/5	1/5

Table 5. Sub-slab Air Sampling Results – August 2021

Contaminant	MTCA Method A/B Screening Level (µg/m³)	Maximum Concentration (µg/m³)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
EC 5-8 aliphatics	none	3,200	0/4	4/4
EC 9-12 aliphatics	none	11,000	0/4	4/4
EC 9-10 aromatics	none	680	0/4	1/4
benzene	11	37	4/4	4/4
ethylbenzene	15,000	10	0/4	4/4
toluene	76,000	none	0/4	0/4
m,p-xylene	1,500	38	0/4	4/4
o-xylene	1,500	16	0/4	4/4
naphthalene	2.5	12	1/4	4/4
Vinyl chloride	9.5	none	0/4	0/4
Cis 1,2-dichloroethene	610	none	0/4	0/4
Trans 1,2-dichloroethene	610	none	0/4	0/4
Trichloroethene	11	5.8	0/4	2/4
Tetrachloroethene	320	110	0/4	2/4

In July of 2022, during Site redevelopment, the five existing monitoring wells were abandoned and replaced by two new wells (MW-4R and MW-5R). A groundwater sample was collected from each well and analyzed for tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride. None of the analytes were detected in either sample except for one detection of tetrachloroethene at a concentration below the MTCA Method A Site cleanup level (MW-5R).

In October of 2022 and January and April of 2023, groundwater samples were collected from each of the two wells and analyzed for gasoline, diesel, oil, benzene, ethylbenzene, toluene, xylene, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride.

Table 6. Groundwater Sampling Results – October 2022 and January and April 2023

Contaminant	MTCA Method A/B (µg/l)	Maximum Concentration (µg/l)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
Gasoline	800	none	0/6	0/6
Diesel	500	1,200	1/6	3*/6
Oil	500	none	0/6	0/6
Benzene	5	none	0/6	0/6
Ethylbenzene	700	none	0/6	0/6
Toluene	1.000	none	0/6	0/6
Xylene	1.000	none	0/6	0/6
Tetrachloroethene	5	none	0/6	0/6
Trichloroethene	5	none	0/6	0/6
Cis 1,2-dichloroethene	16	none	0/6	0/6
Trans 1,2-dichloroethene	160	none	0/6	0/6
Vinyl chloride	0.2	none	0/6	0/6

*All three diesel detections occurred in one well (MW-5R)

Setting cleanup standards

Cleanup standards include cleanup levels, points of compliance, and applicable local laws and requirements. Ecology has determined the cleanup levels set for the Site meet the substantive requirements of MTCA.

Establishing cleanup standards

Table 7. Cleanup Standards

Contaminant	Method A/B Soil Cleanup Level (mg/kg)	Method A/B Groundwater Cleanup Level (µg/l)	Method B Vapor Intrusion Soil Gas Screening Level (µg/m ³)	Method B Vapor Intrusion Indoor Air Screening Level (µg/m ³)
Diesel	2,000	500	none	none
Oil	2,000	500	none	none
Benzene	0.03	5	11	1.5
Naphthalene	5	160	2.5	0.344
Tetrachloroethene	0.05	5	320	44.9
Vinyl chloride	0.67	0.2	9.5	1.33

*µg/m³ = micrograms per cubic meter

A standard vertical point of compliance, from the uppermost level of the saturated zone to the lowest depth that could potentially be affected, was used for groundwater contamination.

Selecting the cleanup action

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

The property was re-developed with a building that covered the entire property. The building includes a vapor barrier and a sub-slab depressurization system to protect against possible vapor intrusion. An environmental covenant will be placed on the property to prevent access to groundwater.

This action meets the minimum requirements for cleanup actions by providing a permanent solution, immediate restoration timeframe, and protects human health and the environment.

Implementing the cleanup action

Ecology has determined your cleanup meets the standards set for the Site. This determination depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter.

In early 2024, the property was re-developed with a mixed-use building (ground floor is commercial use except for one apartment, upper floors are apartments). A vapor barrier was installed on the below-ground portion of the building along with a sub-slab depressurization system.

In April of 2024, two sub-slab vapor samples, two indoor air vapor samples, and one ambient air sample were collected and analyzed for EC 5-8 and 9-12 aliphatics and 9-10 aromatics, benzene, ethylbenzene, toluene, xylene, naphthalene, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride.

Table 8. Sub-slab Air Sampling Results – April 2024

Contaminant	MTCA Method A/B Screening Level (µg/m³)	Maximum Concentration (µg/m³)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
EC 5-8 aliphatics	none	none	0/2	0/2
EC 9-12 aliphatics	none	190	0/2	2/2
EC 9-10 aromatics	none	none	0/2	0/2
benzene	11	23	1/2	1/2
ethylbenzene	15,000	none	0/2	0/2
toluene	76,000	none	0/2	0/2
m,p-xylene*	1,500	7.6	0/2	2/2
o-xylene*	1,500	3.4	0/2	1/2
naphthalene	2.5	none	0/2	0/2
Vinyl chloride	9.5	none	0/2	0/2
Cis 1,2-dichloroethene	610	none	0/2	0/2
Trans 1,2-dichloroethene	610	none	0/2	0/2
Trichloroethene	11	none	0/2	0/2
Tetrachloroethene	320	none	0/2	0/2

*The cleanup level for xylenes is for the sum of the meta, ortho, and para isomers.

Table 9. Indoor Air Sampling Results – April 2024

Contaminant	MTCA Method A/B Screening Level (µg/m³)	Maximum Concentration (µg/m³)	Number of Exceedances Number of Samples	Number of Detections Number of Samples	Ambient Air (µg/m³)
EC 5-8 aliphatics	none	none	0/2	0/2	none
EC 9-12 aliphatics	none	74	0/2	2/2	40
EC 9-10 aromatics	none	none	0/2	0/2	none
benzene	0.321	0.45	1/2	1/2	none
ethylbenzene	457	none	0/2	0/2	none
toluene	2,290	none	0/2	0/2	none
m,p-xylene	45.7	none	0/2	0/2	none
o-xylene	45.7	none	0/2	0/2	none
naphthalene	0.0735	0.17 J	2/2	2/2	0.34
Vinyl chloride	0.284	none	0/2	0/2	none
Cis 1,2-dichloroethene	18.3	none	0/2	0/2	none
Trans 1,2-dichloroethene	18.3	none	0/2	0/2	none
Trichloroethene	0.334	none	0/2	0/2	none
Tetrachloroethene	9.62	none	0/2	0/2	none

In October of 2024, two sub-slab vapor samples, two indoor air vapor samples, and one ambient air sample were collected and analyzed for EC 5-8 and 9-12 aliphatics and 9-10 aromatics, benzene, ethylbenzene, toluene, xylene, naphthalene, tetrachloroethene, trichloroethene, cis 1,2-dichloroethene, trans 1,2-dichloroethene, and vinyl chloride.

Table 10. Sub-slab Air Sampling Results – October 2024

Contaminant	MTCA Method A/B Screening Level (µg/m³)	Maximum Concentration (µg/m³)	Number of Exceedances Number of Samples	Number of Detections Number of Samples
EC 5-8 aliphatics	none	none	0/2	0/2
EC 9-12 aliphatics	none	none	0/2	0/2
EC 9-10 aromatics	none	none	0/2	0/2
benzene	11	none	0/2	0/2
ethylbenzene	15,000	none	0/2	0/2
toluene	76,000	none	0/2	0/2
m,p-xylene*	1,500	none	0/2	0/2
o-xylene*	1,500	none	0/2	0/2
naphthalene	2.5	none	0/2	0/2
Vinyl chloride	9.5	none	0/2	0/2
Cis 1,2-dichloroethene	610	none	0/2	0/2
Trans 1,2-dichloroethene	610	none	0/2	0/2
Trichloroethene	11	none	0/2	0/2
Tetrachloroethene	320	none	0/2	0/2

*The cleanup level for xylenes is for the sum of the meta, ortho, and para isomers.

Table 11. Indoor Air Sampling Results – October 2024

Contaminant	MTCA Method A/B Screening Level (µg/m³)	Maximum Concentration (µg/m³)	Number of Exceedances Number of Samples	Number of Detections Number of Samples	Ambient Air (µg/m³)
EC 5-8 aliphatics	none	130	0/2	2/2	140
EC 9-12 aliphatics	none	none	0/2	0/2	68
EC 9-10 aromatics	none	none	0/2	0/2	none
benzene	0.321	0.60	2/2	2/2	0.64
ethylbenzene	457	1.5	0/2	2/2	none
toluene	2,290	none	0/2	0/2	none
m,p-xylene	45.7	5.5	0/2	2/2	2.6
o-xylene	45.7	1.6	0/2	2/2	0.86
naphthalene	0.0735	0.13 J	1/2	1/2	none
Vinyl chloride	0.284	none	0/2	0/2	none
Cis 1,2-dichloroethene	18.3	none	0/2	0/2	none
Trans 1,2-dichloroethene	18.3	none	0/2	0/2	none
Trichloroethene	0.334	none	0/2	0/2	none
Tetrachloroethene	9.62	none	0/2	0/2	none

Because the exceedances for benzene were below the ambient air concentration and the exceedance for naphthalene was estimated, Ecology concluded that the risk from vapor intrusion was low and that the mechanical control was functioning as intended.

You must decommission [resource protection wells](#)⁶ installed as part of the remedial action that are not needed for any other purpose at the Site. Wells must be decommissioned in accordance with WAC [173-160-460](#).⁷

⁶ <https://app.leg.wa.gov/WAC/default.aspx?cite=173-160-410>

⁷ <https://app.leg.wa.gov/WAC/default.aspx?cite=173-160-460>

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed to ensure compliance with cleanup standards. Ecology is issuing this No Further Action opinion based on the continued performance and effectiveness of the following post-cleanup remedial actions at the Site. Ecology may rescind this opinion if these remedial actions are not performed or do not effectively maintain the cleanup standards.

Compliance with institutional controls

Institutional controls prohibit or limit activities that may interfere with the integrity of engineering controls or result in exposure to contamination. The following Site-specific institutional controls are needed at the Site:

- Prevention of vapor intrusion.
- Prevention of exposure to contaminated groundwater.

To implement the controls, you recorded an environmental covenant (see Enclosure C) on the following parcel of real property in King County:

- 2768300505

Ecology signed the environmental covenant on December 17, 2024, and it was recorded at King County on January 13, 2025. To amend or terminate the covenant, you must request additional review under the VCP.⁸

Operation and maintenance of engineering controls

Engineering controls prevent or limit movement of, or exposure to, contamination. The Site needs the following engineering controls:

- Vapor protection coating
- Sub-slab depressurization system

Details of the vapor barrier and the depressurization system are given in the Vapor Assessment Technical Memorandum dated July 28, 2024.

Periodic review of post-cleanup conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to evaluate if they remain protective of human health and the environment. Based on a periodic review, if Ecology determines the Site needs further remedial action, Ecology will rescind this opinion. The first periodic review is anticipated to take place during the first quarter of 2030.

⁸ Toxics Cleanup Program Procedure 440C: <https://apps.ecology.wa.gov/publications/SummaryPages/1509057.html>

Listing of the Site

Based on this opinion, Ecology will initiate the process of removing the Site from the Contaminated Sites List. The Site will be added to the No Further Action sites list.

Limitations of the Opinion

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:

- 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 [70A.305.040](#)(4).⁹

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 if the action you performed is substantially equivalent. Courts make that determination. See RCW [70A.305.080](#)¹⁰ and WAC [173-340-545](#).¹¹

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 [70A.305.170](#)(6).¹²

Termination of Agreement

Thank you for cleaning up the Site under the VCP. This opinion terminates the VCP Agreement governing VCP Project No. NW3324.

⁹ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.040>

¹⁰ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.080>

¹¹ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340-545>

¹² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.170>

Questions

If you have any questions about this opinion or the termination of the Agreement, please contact me at 360-407-7223 or christopher.maurer@ecy.wa.gov.

Sincerely,



Christopher Maurer, P.E.
Cleanup Project Manager
Headquarters Section

Enclosures (3): A – Site Description and Diagrams
 B – Basis for the Opinion: Documents List
 C – Recorded Environmental Covenant

cc by email: Scott Rose, AEG Atlas, srose@aegwa.com
 Amy Hargrove, Ecology, amy.hargrove@ecy.wa.gov
 VCP Fiscal Analyst, Ecology, ecyrevcp@ecy.wa.gov
 Ecology Site File

Enclosure A

Site Description and Diagrams

Legal Site Description

GILMAN PARK ADD TAXABLE POR PER RCW 84.14 MFTE (MULTIFAMILY TAX EXEMPTION PROGRAM)

Plat Block: 135

Plat Lot: 21

Figures

The following are from the *April 2023 Groundwater Monitoring Report* (AEG, July 15, 2023):

Figure 1 Site vicinity map

Figure 2Site map

The following is from the *Remedial Investigation and Focused Feasibility Study Report* (AEG, September 27, 2021):

Figure 3 Groundwater elevation 2021

The following are from the *Additional Phase II Environmental Site Assessment Letter Report* (Environmental Partners, May 2, 2002) (*adjoining contaminated site*)

Figure 4Adjoining property – soil – gasoline and diesel

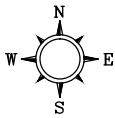
Figure 5 Adjoining property – groundwater – gasoline, diesel, and benzene

Figure 6Adjoining property – groundwater – volatile organic compounds

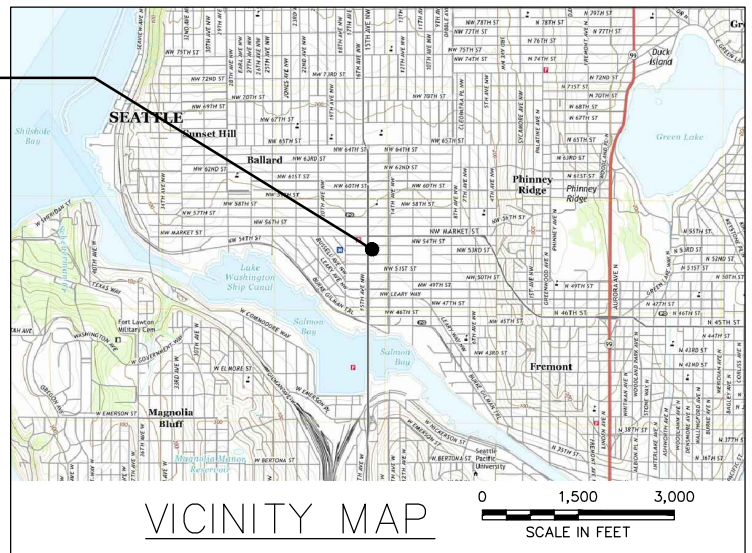
The following is from the *Phase I Environmental Site Assessment* (Environmental Partners, November 29, 2001) (*adjoining contaminated site*)

Figure 7Site map 2001

FILENAME	DRAWN BY	CHECKED BY	APPROVED BY	PROJECT NUMBER
21-101_2102.DWG	ICD	6/8/2021	JS	21-101



PROJECT LOCATION



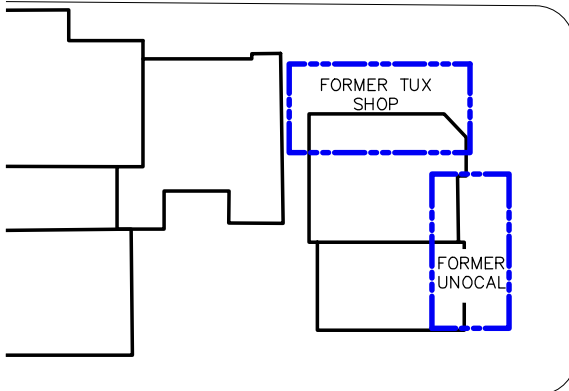
NOTES

1. THE LOCATIONS OF ALL FEATURES SHOWN ARE APPROXIMATE
2. THIS DRAWING IS FOR INFORMATION PURPOSES. IT IS INTENDED TO ASSIST IN SHOWING FEATURES DISCUSSED IN AN ATTACHED DOCUMENT.

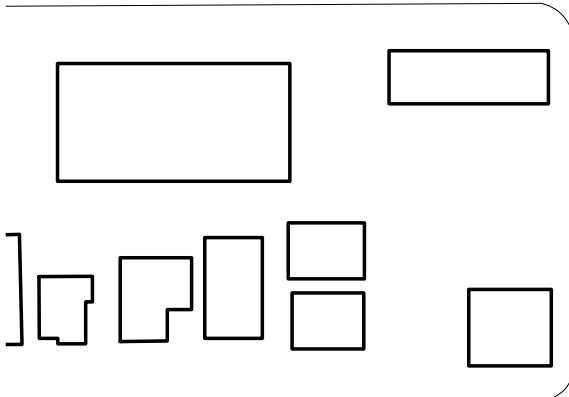
REFERENCE

DRAWING CREATED FROM AERIAL PHOTOGRAPH AND NOTES PROVIDED BY AEG,
VICINITY IMAGE SOURCE: U.S. GEOLOGICAL SURVEY-
2020, 7.5 MINUTE QUADRANGLE MAP
SEATTLE NORTH, WASHINGTON

NW MARKET STREET

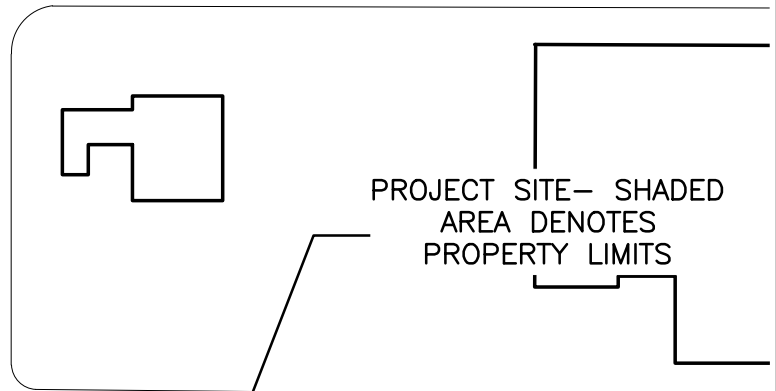


NW 54TH STREET



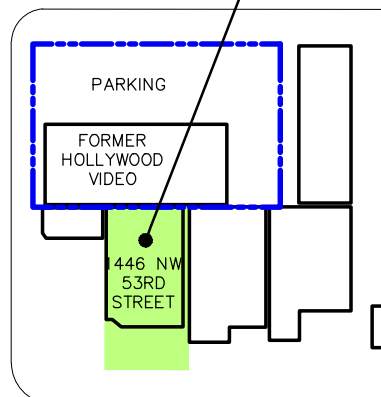
NW 53RD STREET

15TH AVENUE NW



PROJECT SITE- SHADED
AREA DENOTES
PROPERTY LIMITS

NW 54TH STREET



NW 53RD STREET

0 60 120
SCALE IN FEET



FIGURE 1

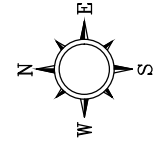
SITE VICINITY MAP

CHINOOK DEVELOPMENT

1446 NW 53RD STREET
SEATTLE, WASHINGTON

FILENAME	21-101_2203.LDWG
DRAWN BY	ICD
CHECKED BY	JS
APPROVED BY	JS
PROJECT NUMBER	21-101

15TH AVENUE NW



LEGEND

- APPROXIMATE PROPERTY LINE
- APPROXIMATE SITE BOUNDARY
- MONITORING WELL LOCATION
- BORING LOCATION (MAY 2021)
- ⚡ DECOMMISSIONED MONITORING WELL

NOTES

1. THE LOCATIONS OF ALL FEATURES SHOWN ARE APPROXIMATE
2. THIS DRAWING IS FOR INFORMATION PURPOSES. IT IS INTENDED TO ASSIST IN SHOWING FEATURES DISCUSSED IN AN ATTACHED DOCUMENT.

REFERENCE

BASED ON FIGURES CREATED BY ENVIRONMENTAL PARTNERS, INC..

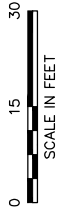
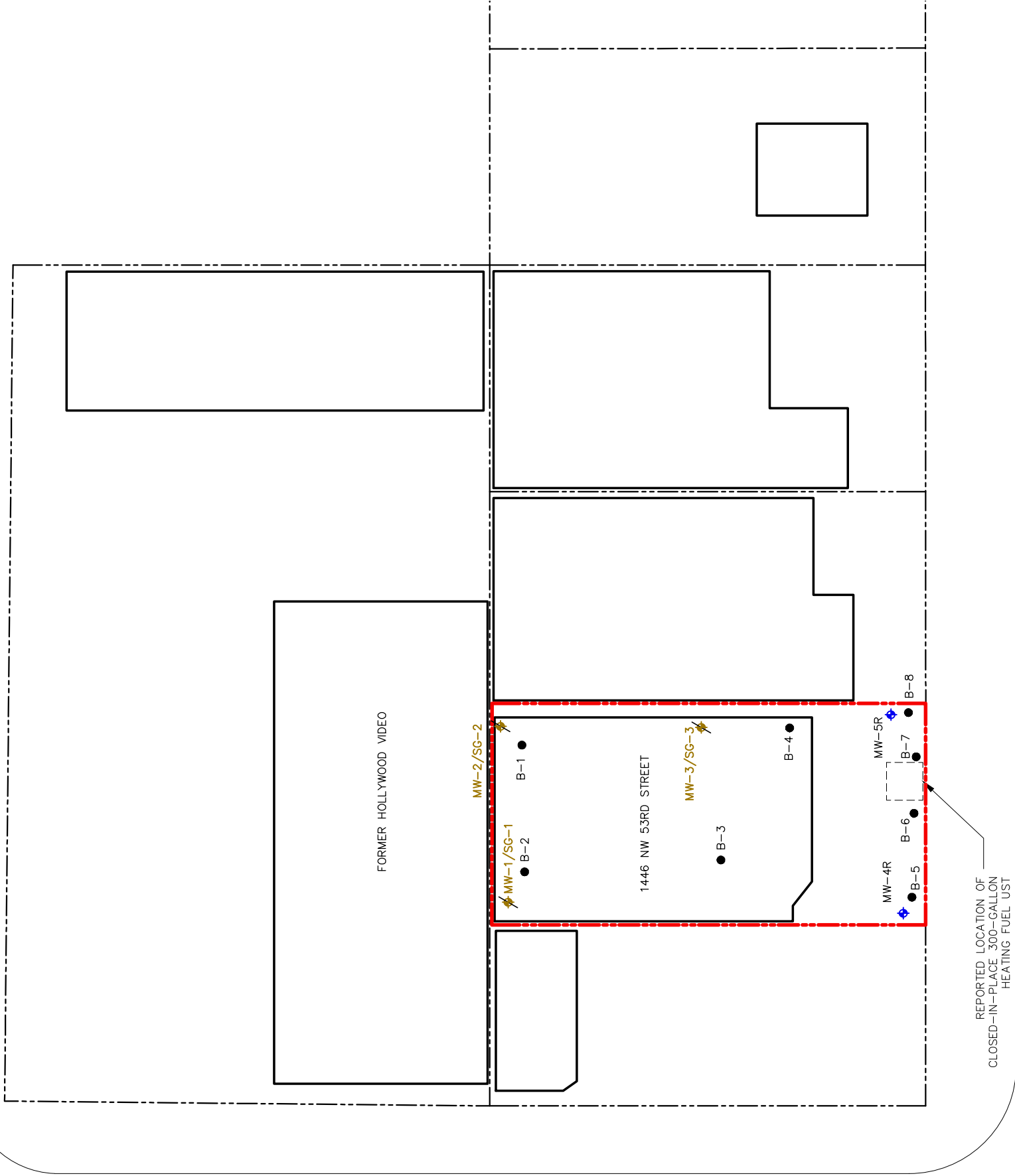


FIGURE 2
SITE MAP

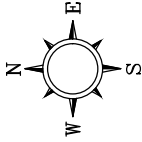
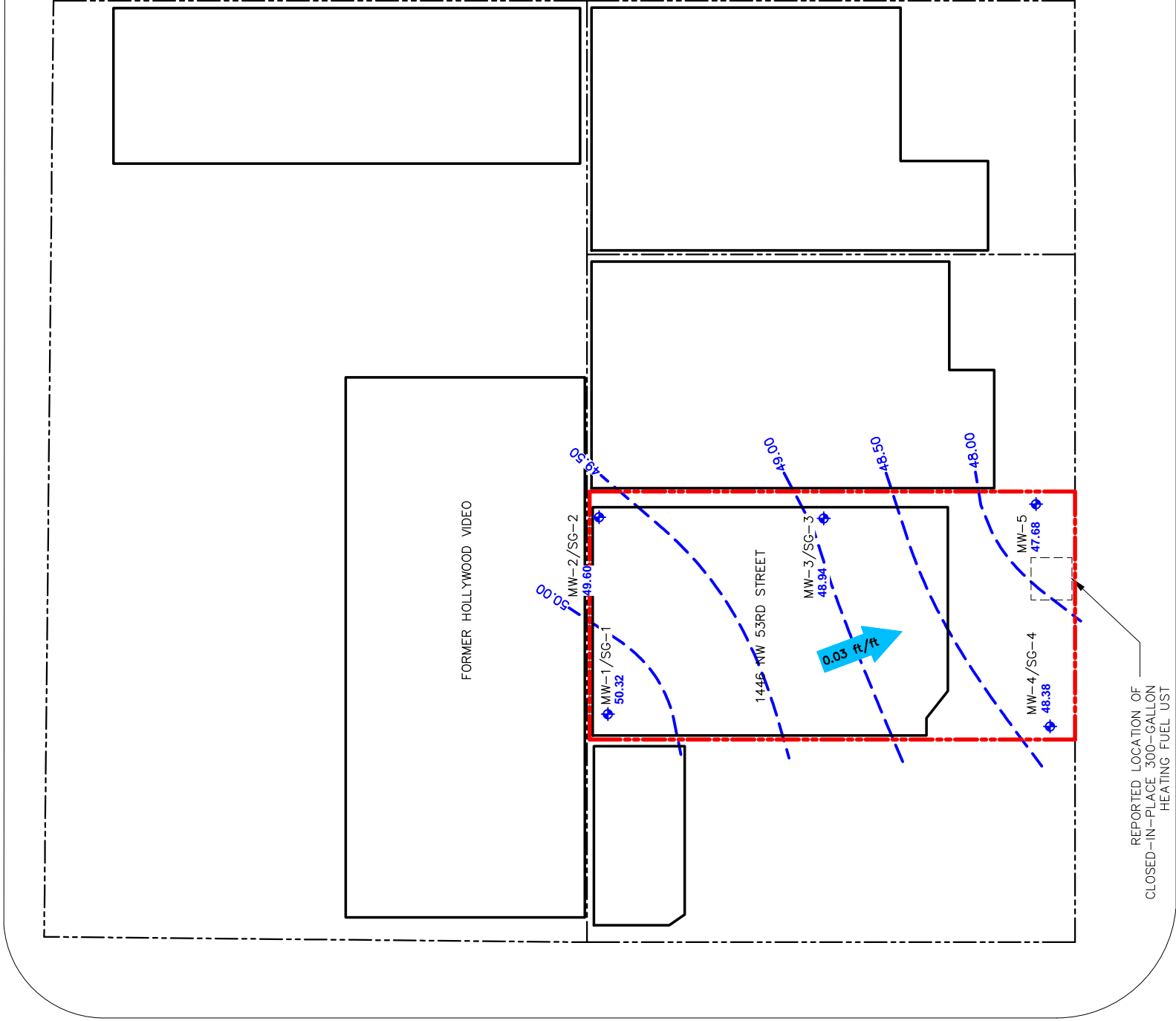
CHINOOK DEVELOPMENT
1446 NW 53RD STREET
SEATTLE, WASHINGTON



NW 53RD STREET

FILENAME	21-101-2103-2.DWG	DRAWN BY	ICD	9/23/2021	CHECKED BY	JS	9/23/2021	APPROVED BY	JS	9/23/2021	PROJECT NUMBER	21-101
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15TH AVENUE NW



LEGEND

- APPROXIMATE PROPERTY LINE
- - - APPROXIMATE SITE BOUNDARY
- ◆ MW-5
- 49.60 GROUNDWATER ELEVATION (FEET)
- 49.00- INFERRED GROUNDWATER ELEVATION CONTOUR (FEET)
- 0.03 ft/ft CONTOUR INTERVAL=0.50 FEET
- APPROXIMATE GROUNDWATER GRADIENT DIRECTION (ft/ft)

NOTES

1. THE LOCATIONS OF ALL FEATURES SHOWN ARE APPROXIMATE
2. THIS DRAWING IS FOR INFORMATION PURPOSES. IT IS INTENDED TO ASSIST IN SHOWING FEATURES DISCUSSED IN AN ATTACHED DOCUMENT.

REFERENCE

BASED ON FIGURES CREATED BY ENVIRONMENTAL PARTNERS, INC..

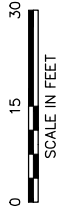


FIGURE 3

GROUNDWATER ELEVATION CONTOUR MAP
8/23/2021

CHINOOK DEVELOPMENT
1446 NW 53RD STREET
SEATTLE, WASHINGTON

N W 54TH STREET

FT	GRPH	DRPH
1	<3	320
5	<3	76
10	<3	<25
15	<3	<25

FT	GRPH	DRPH
5	<3	<25
10	<3	<25

FT	GRPH	DRPH
1	<3	57
5	<3	<25

FT	GRPH	DRPH
1	<3	110
5	380	4,300
10	<3	120
15	<3	<25

FT	GRPH	DRPH
2.5	<20	50
10	<350	650
14.5	<350	650

FT	GRPH	DRPH
2.5	<3	<25
5	<3	<25
10	<3	<25

FT	GRPH	DRPH
5	<3	<25
10	3	<25
14.5	<220	3,300

FT	GRPH	DRPH
2-3	<6.1	<30

FT	GRPH	DRPH
1	<3	<25
5	<3	<25

FT	GRPH	DRPH
1-3	<6	<31

KEY

B-5 BORINGS BY GEO GROUP NORTHWEST

BSB5 EPI BORING LOCATIONS

AREAS OF SOIL WITH GRPH ABOVE 30 MG/KG (QUERIED WHERE UNCERTAIN)

AREAS OF SOIL WITH DRPH ABOVE 2,000 MG/KG AND GRPH ABOVE 30 MG/KG (QUERIED WHERE UNCERTAIN)



SCALE: 1" = 25'

ENVIRONMENTAL PARTNERS INC

FIGURE 4
SOIL SAMPLING RESULTS FOR
GRPH AND DRPH IN mg/kg WITH
ESTIMATED EXTENT OF IMPACT

PROJECT 082165.1

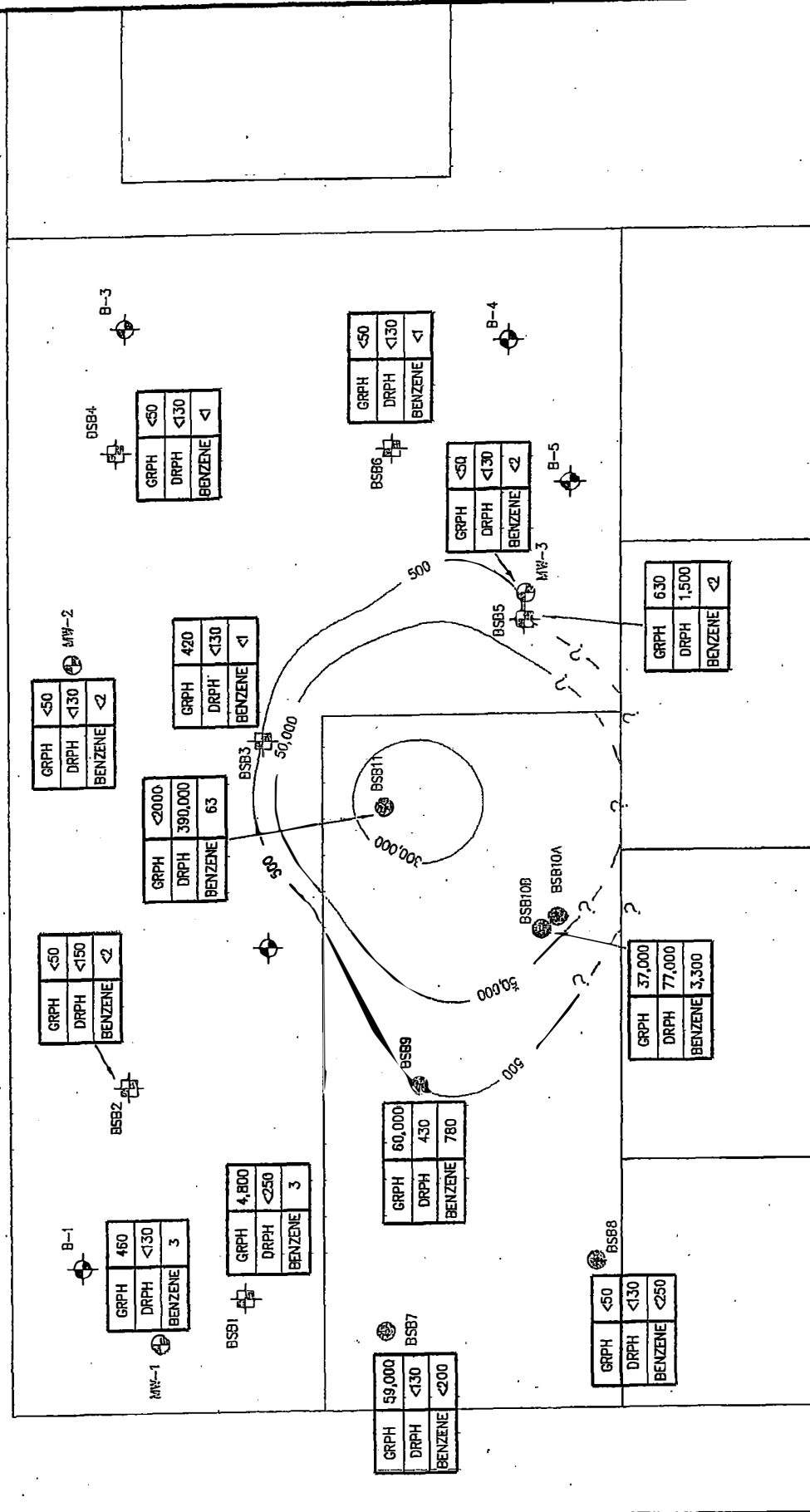
PREPARED FOR SAFEWAY INC.

LOCATION 15TH AVENUE NORTHWEST
BALLARD, WA

SHEET	DRAWN BY	REVIEWED BY	DATE
1 of 1	BFS	TCM	2/20/02

NW 54TH STREET

15TH AVENUE NW



KEY

- B-5 BORINGS BY GEO GROUP NORTHWEST
- BSB5 EPI BORING LOCATIONS
- BSB7 EPI BORING LOCATION (PROBE)
- MW-3 EPI MONITORING WELL LOCATION
- CONCENTRATIONS (MW)
- GRPH - GASOLINE RANGE
- PETROLEUM HYDROCARBONS
- DRPH - DIESEL RANGE
- PETROLEUM HYDROCARBONS
- DRPH GROUND WATER CONTAMINATION CONTOUR
- CONTOURS DASHED AND QUERIED WHERE UNCERTAIN
- CONTOURS PRODUCED IN SURFER 7.0 USING A MINIMUM CURVATURE TECHNIQUE

GRPH	310
DRPH	88
BENZENE	63



SCALE: 1" = 25'

ENVIRONMENTAL PARTNERS INC

FIGURE 5
GROUND WATER SAMPLING RESULTS
FOR GRPH, DRPH, AND BENZENE
WITH DRPH CONCENTRATION CONTOURS

PROJECT 082165.1

PREPARED FOR SAFEWAY INC.

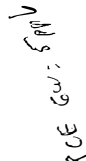
LOCATION 15TH AVENUE NORTHWEST
BALLARD, WA

SHEET 1 of 1

DRAWN BY DKM

REVIEWED BY TCM

DATE 2/20/02



SCALE: 1"= 25'

DATE	2/19/02
REVIEWED BY	TUM
OWN BY	DKM

Enclosure B

Basis for the Opinion: Documents List

Documents List

1. Environmental Partners, *Phase I Environmental Site Assessment*, November 29, 2001
(adjoining contaminated site)
2. Environmental Partners, *Additional Phase II Environmental Site Assessment Letter Report*, May 2, 2002
(adjoining contaminated site)
3. Aerotech Environmental Consulting, *Phase I Environmental Site Assessment*, July 5, 2018
4. Earth Solutions NW, *Phase II Environmental Site Assessment*, May 27, 2021
5. Associated Environmental Group (AEG), *Data Summary Technical Memorandum*, September 8, 2021
6. AEG, *Remedial Investigation and Focused Feasibility Study Report*, September 27, 2021
7. AEG, *January 2023 Groundwater Monitoring Report*, March 11, 2023
8. AEG, *April 2023 Groundwater Monitoring Report*, July 15, 2023
9. AEG, *Vapor Assessment Technical Memorandum*, July 28, 2024
10. AEG Atlas, *Follow-Up Vapor Assessment Results Technical Memorandum*, October 29, 2024

Enclosure C

Recorded Environmental Covenant

Return Address:

Walls Property Management
5210 Russell Ave NW
St. 100
Seattle, WA



20250113000233

COVENANT Rec: \$312.50
1/13/2025 10:31 AM
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Environmental Covenant 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released: CSID: 17111

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Chinook Ballard, LLC, _____
2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. State of Washington, Department of Ecology, _____
2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Gilman Park ADD Plat Block: 135 Plat Lot: 21

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned 2768300505

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording Return
Original Signed Covenant to:

Chris Maurer

Toxics Cleanup Program/HQ
Department of Ecology
300 Desmond Drive
Lacey, WA 98504

Environmental Covenant

Grantor: Chinook Ballard, LLC

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

Brief Legal Description: See Exhibit A

Tax Parcel Nos.: 2768300505

Cross Reference: CSID: 17111

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.

The Property that is the subject of this Covenant is part of a site commonly known as the Hollywood Video Property (FSID: 14234). 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.

- b. 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	Tetrachloroethylene (PCE)
Groundwater	Diesel- and Oil-Range Petroleum Hydrocarbons, and PCE and daughter products.
Sub-Slab Vapor	Petroleum Hydrocarbons and related constituents

- c. 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 Ecology.
- d. 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

Chinook Ballard, LLC as Grantor and Fee Simple 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 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. 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/Waste Materials.

The remedial action for the Property is based on containing contaminated soil and groundwater under a cap consisting of the newly constructed building with a vapor barrier and located as illustrated in Exhibit B. The primary purpose of this cap is to eliminate any potential exposure pathways at the site. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

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 B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Groundwater Use.

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation.

Drilling of a well for any water supply purpose 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.

c. Monitoring.

A sub-slab depressurization (SSD) system is located on the Property with sampling ports in the Bike Room and Room 108 on the first floor of the building to mitigate the potential for vapor intrusion. The Grantor shall maintain clear access to these systems 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 device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage within 14 days and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

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 in any part of the property, including but not limited to title, easement, leases, and security or other interests, must:
 - i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
 - 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 _____ AND RECORDED WITH THE KING COUNTY

AUDITOR UNDER 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 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.

Mr. Shad Bernhoft
Walls Property Group
5210 Russell Avenue NW #100
Seattle, Washington 98107
shad@wallspropertymanagement.com
(206) 784-9780

Environmental Covenants Coordinator
Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504 – 7600
(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.

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.

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

EXECUTED this 12th day of December, 2024.

Chinook Ballard, LLC

c/o Walls Property Group

~~Shad Bernhoft~~ Preston Walls



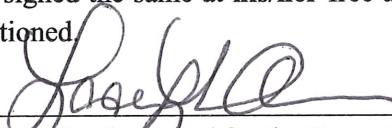
Director of Construction & Facility Management

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 12 day of December, 2024, I certify that Preston Walls personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.




Notary Public in and for the State of Washington
Residing at Des Moines
My appointment expires 2/29/28

The Department of Ecology hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

A handwritten signature in black ink, appearing to read 'Erik Snyder', is written over a horizontal line.

By: Erik Snyder
Section Manager
Toxics Cleanup Program
Headquarters

Dated: 12-17-24

Exhibit A

LEGAL DESCRIPTION

GILMAN PARK ADD
PLAT BLOCK: 135
Plat Lot: 21