



PERIODIC REVIEW

Mount Baker Court Building
3601 South McClellan Street
Seattle, WA 98114

Facility Site ID#: 12153465
Cleanup Site ID#: 5975

Prepared by
Washington State Department of Ecology
Northwest Regional Office
Toxics Cleanup Program
Bellevue, WA

November 2014

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup site conditions and monitoring data at the Mount Baker Building site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC). The purpose of this periodic review is to determine whether the cleanup remedy at the Site continues to be protective of human health and the environment.

Cleanup activities at this Site were completed under the Independent Remedial Action Program (IRAP). The cleanup actions resulted in concentrations of petroleum hydrocarbons remaining at the Site which exceed MTCA cleanup levels. The MTCA cleanup levels for soil are established under WAC 173-340-740. The MTCA cleanup levels for groundwater are established under WAC 173-340-720. As a result of residual contamination, institutional controls were required for the Site to be eligible for a no further action (NFA) determination. WAC 173-340-420(2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

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

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

- The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the site;
- New scientific information for individual hazardous substances of mixtures present at the site;
- New applicable state and federal laws for hazardous substances present at the site;
- Current and projected site use;
- Availability and practicability of higher preference technologies; and
- The availability of improved analytical techniques to evaluate compliance with cleanup levels.

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

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site History

The Mount Baker Court Building is located in the residential neighborhood of Mount Baker in Seattle, Washington. The Site is bordered to the west by South Mount Baker Boulevard. Further west across South Mount Baker Boulevard are single-family residences. Bordering the Site to the east is Mount Rainier Drive South with single-family residences beyond. Located north of the Site is South McClellan Street, with park space beyond. Located immediately south of the Site is the Mount Baker Community Center, and beyond are single-family residences. Lake Washington lies approximately 1,000 feet east of the Site.

The Mt. Baker Building was built in 1930. The original configuration of the building had several rental units, a two level parking garage and a gasoline service station. The service station was in business from 1930 until the late 1940's. Two steel 550 gallon gasoline underground storage tanks (USTs) were located beneath the sidewalk on city right of way property. The USTs were serviced by suction pumps. The tanks were placed out of service in the late 1940's but were not properly or permanently closed at that time. The 1 1/2 inch fill pipes for these tanks were still present in the sidewalk area and were temporarily capped with concrete.

2.2 Site Investigations and Remedial Actions

2.2.1 1994 Site Investigation

Stemen Environmental, Inc. initiated an investigation for petroleum contamination in soils adjacent to the two 550-gallon USTs in December 1994. Soil samples were collected using direct push drilling equipment. Six samples were collected around the perimeter of the tanks and two were collected directly through the tank bottoms. Samples contained gasoline- and diesel-range petroleum hydrocarbons (TPH-G and TPH-D, respectively) at concentrations exceeding MTCA Method A cleanup levels. Based on the information gathered during this initial on-site investigation, it was determined that further investigation was required to further characterize the vertical and horizontal extent of the petroleum contaminated plume at the Site.

2.2.2 1995 Site Investigation

A second Site investigation was initiated in January 1995. Six additional locations were sampled using direct push drilling equipment. Sediment and water samples were also collected from the sump in the underground parking garage. Samples again detected concentrations of TPH-G, TPH-D, as well as heavy oil-range petroleum hydrocarbons (TPH-O) at concentrations exceeding MTCA Method A cleanup levels. A total of 125 gallons of petroleum contaminated water was pumped from the sump and transported for disposal by Arcom Oil Company of Tacoma, Washington.

As a result of the detection of what appeared to be a separate plume of TPH-O contamination, building plans were examined to look for an additional source. It was determined that there was a steel underground heating oil tank located beneath the floor of the parking garage. During an

on-site investigation in January 1995 the location of the heating oil underground storage tank was confirmed. The tank was found to be located adjacent to the boiler on the east side of the building. The tanks bottom appeared to be approximately 1-foot above the boiler room floor depth or approximately 12 feet down from the sidewalks surface and the tank was surrounded on all four sides by concrete walls. A sample of oil was obtained from one of the tank's inlet pipes and submitted for laboratory analysis. Results indicated that this oil was very similar to the diesel/oil range TPH found in soil samples taken at a similar depth beneath the exterior sidewalk.

2.2.3 1996 UST Removal

AAA Tank Service Company, Inc. excavated and removed the two gasoline USTs located beneath the sidewalk along the west side of the Mount Baker Building in June 1996. Results of laboratory testing revealed that soil located below the tanks contained concentrations of TPH-G in excess of MTCA Method A cleanup levels. Soils were over-excavated until field screening methods performed on remaining in situ soil revealed no indications of residual volatile organic substances within the excavation itself. Confirmation soil samples were collected from the limits of the excavation, and contamination was not detected above MTCA Method A cleanup levels. The heating oil tank and associated contamination located beneath the parking garage could not be removed without risking structural damage to the building.

2.3 Cleanup Levels and Points of Compliance

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

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A table for each hazardous substance. At the time of the cleanup action, the MTCA Method A cleanup level for gasoline range petroleum hydrocarbons (TPH-G) was 100 milligrams per kilogram (mg/kg), for both diesel- (TPH-D) and heavy oil-range petroleum hydrocarbons (TPH-O) it was 200 mg/kg. The current MTCA Method A cleanup level for TPH-G is 30 mg/kg with benzene present, for both TPH-D and TPH-O it is 2000 mg/kg.

For soil, the point of compliance is the area where the soil cleanup levels shall be attained. For soil cleanup levels based on the protection of groundwater, as they are for this Site, the point of compliance is established as soils throughout the Site.

2.4 Institutional Controls

Based on the Site use, surface cover and potential exposure pathways, it was determined that the Site was eligible for a 'No Further Action' determination if a Restrictive Covenant was recorded for the property. A Restrictive Covenant was recorded for the Site in 1998 which imposed the following limitations:

1. Except as provided in Section 2, or 3, below, any contaminated soils in the Property or the sidewalk may remain in place until such time as Declarant (or its grantees, successors or assigns) redevelops the Property or substantial new improvements are otherwise made on the Property, at which time the soils remaining in the Property or Sidewalk with contaminates in excess of MTCA cleanup standard as caused by the Property shall be remediated. For purposes of this Section, demolition and surface grading of the Property or Sidewalk will not be considered to constitute a substantial improvement that requires remediation of subsurface contaminated soils.
2. If prior remediation of the contaminated soils pursuant to Section 1, above, any utility or other work is required to be performed in the Sidewalk (such as underground cable, wire, conduit, manholes, handholes, place utility poles) by the City of Seattle or other public entity or private utility company, Declarant (or its grantees, successor or assigns) shall remediate any contaminated soils caused by the Property that are disturbed by the work otherwise as necessary for the protection of the health or safety of the persons performing the work or for protection of human health or the environment.
3. If at any time Declarant (or its grantees, successors or assigns) learns of other contamination in the Property or the Sidewalk caused by the Property which presents an imminent risk to human health or the environment, Declarant (or its grantees, successors or assigns) shall take immediate action to remediate such contamination.
4. At least 30 days prior to conveyance of any real property interest in any portion of the Property, Declarant (or its grantees, successors or assigns) shall give written notice to the City and DOE of the contemplated conveyance identifying the prospective grantee and the anticipated date of the conveyance. As part of any such conveyance, the grantee shall provide the City with a letter accepting the terms and conditions of this Declaration of Restrictive Covenants.
5. The City and DOE, and their designated representatives, are hereby granted the right to enter upon and inspect the Property, at reasonable times, upon 48 hours prior notice to the owner and any occupant, and may take samples, inspect the operation of cleanup action measures, and inspect clean-up records.
6. This Declaration of Restrictive Covenants may be amended or terminated by the mutual written agreement of the City of Seattle Transportation and DOE and Declarant (or its grantees, successors or assigns).
7. Notices and other communications to the City and/or DOE pursuant to this Declaration of Restrictive Covenants shall be deemed effectively given if delivered by hand or mailed certified mail, return receipt requested, to:

Seattle Transportation
Attention: Street Use Section
600 Fourth Avenue
Seattle, WA 98104

Washington Department of Ecology
Northwest Regional Office
Attention: Section Head, Toxic Cleanup Program

3190 160th Avenue SE
Bellevue, WA 98008-5452

8. The foregoing Restrictive Covenants shall henceforth burden and run with the Property and bind Declarant, its grantees, successors and assigns, and shall inure to the benefit of, and be enforceable by the City and DOE, and their respective successors and assigns. Except only as limited by the express provisions of the foregoing Restrictive Covenants, Declarant expressly reserves all right of ownership, use and enjoyment of the Property.
9. The foregoing Restrictive Covenants shall no longer limit uses of the Property, or be of any further force or effect upon recordation by Declarant (or its grantees, successors or assigns) of an instrument terminating this Declaration pursuant to the provisions hereof.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

3.1.1 Soil and Direct Contact

Based upon the Site visit conducted on November 6, 2014, the Site remains occupied by the Mount Baker Building. Tenants of the building include a restaurant/coffee shop, a dessert and baking shop, a pet food and supply store, and residential apartments. The building and sidewalk cover at the Site continue to eliminate exposure to contaminated soils by ingestion and contact. The cover appears in satisfactory condition and no repair, maintenance, or contingency actions have been required. A photo log is available as Appendix 6.5.

3.1.2 Institutional Controls

The Restrictive Covenant for the Site was recorded and is active, as required to maintain the Site NFA determination. No instruments have been recorded that amend or rescind this covenant. This Restrictive Covenant prohibits activities that will result in the release of contaminants at the Site without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Restrictive Covenant serves to ensure the long term integrity of the remedy.

3.1.3 Residual Saturation and Risk to Groundwater

The potential for petroleum-containing soils present at the Site to release free phase product is minimal. Concentrations of TPH in soil do not exceed residual saturation screening levels. No free phase product has been observed at the Site, either in soil or groundwater. Since all known ASTs and USTs were abandoned or removed from the property at least 10 years ago, there is a very low probability that any future release of free phase product can occur from Site soils.

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

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

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

The cleanup at the Site was governed by [insert appropriate edition, like: Chapter 173-340 WAC (1996 ed.)]. WAC 173-340-702(12) (c) [2001 ed.] provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

Although cleanup levels changed for petroleum hydrocarbon compounds as a result of modifications to MTCA in 2001, contamination remains at the Site above the new MTCA Method A and B cleanup levels. A table comparing MTCA cleanup levels from 1991 to 2001 is available below.

Analyte	1991 MTCA Method A Soil Cleanup Level (ppm)	2001 MTCA Method A Soil Cleanup Level (ppm)	1991 MTCA Method A Groundwater Cleanup level (ppb)	2001 MTCA Method A Groundwater Cleanup Level (ppb)
Lead	250	250	5	15
TPH	NL	NL	1000	NL
TPH-Gas	100	100/30	NL	1000/800
TPH-Diesel	200	2000	NL	500
TPH-Oil	200	2000	NL	500
NL = None listed				

3.4 Current and projected Site use

The Site is currently used for commercial and residential purposes. These uses are not likely to have a negative impact on the risk posed by hazardous substances contained at the Site as long as the Site surface is actively maintained.

3.5 Availability and practicability of higher preference technologies

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

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

The analytical methods used at the time of the remedial actions were capable of detection below cleanup levels for contaminants of concern at the Site. The presence of improved analytical techniques does not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup remedy implemented at the Site is currently protective of human health and the environment.
- Unrestricted use soil cleanup levels have not been met at the Site; however, under WAC 173-340-740(6) (f), the cleanup action is determined to comply with cleanup standards, since the long-term integrity of the containment system is ensured.
- The Restrictive Covenant for the property is in place and continues to be effective in protecting public health from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this review, the conditions of the restrictive covenant are being followed at the Site. No additional remedial actions are required by the property owner at this time; however, it is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the cap is maintained.

4.1 Next Review

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

5.0 REFERENCES

ATEC Environmental Consultants, *Phase I Environmental Site Assessment*, August 31, 1992;

SCS Engineers, *Assessment of Underground Tanks*, November 22, 1994;

Stemen Environmental, Inc., *Site Assessment and Soil Sampling Report*, February 25, 1995;

Environmental Associates, Inc., *Underground Storage Tank Removal/ Soil Cleanup Report*, July 17, 1996;

Environmental Associates, Inc., *UST In-Place Closure Summary*, October 23, 1996;

Environmental Associates, Inc., *Independent Remedial Action Report*, January 17, 1997;

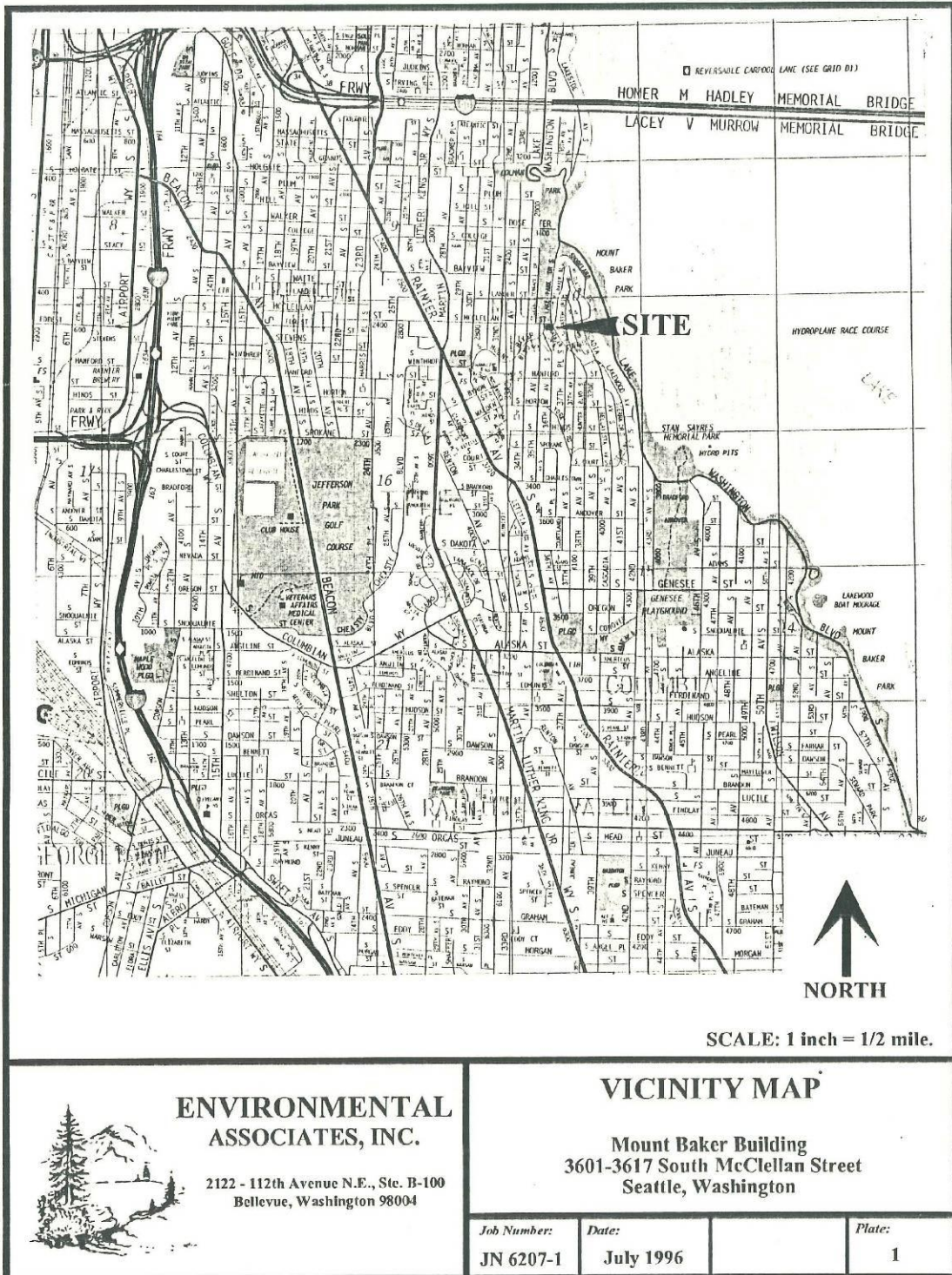
Ecology, *Restrictive Covenant*, February 4, 1998;

Ecology, *Periodic Review*, July 6, 2009;

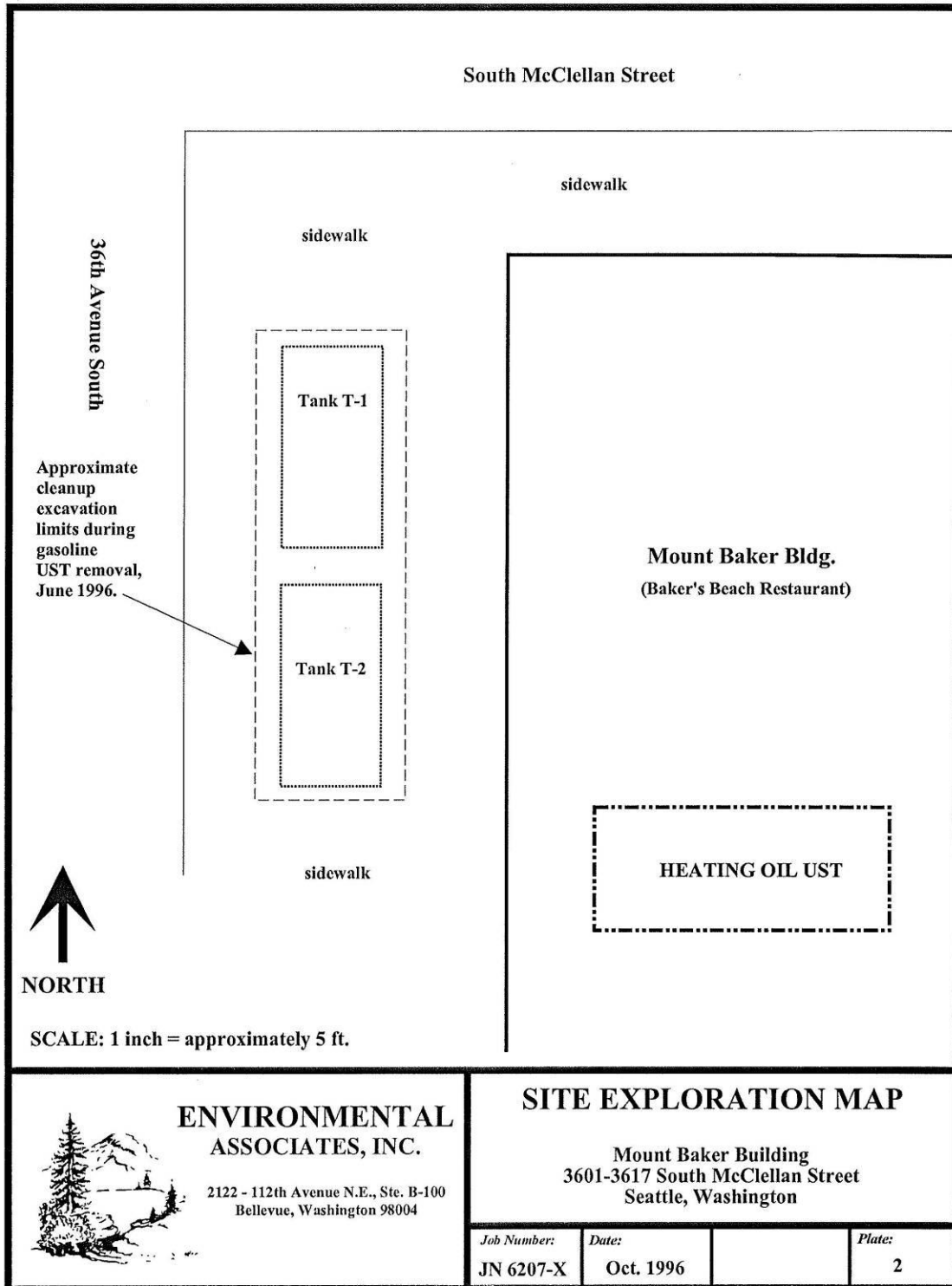
Ecology, *Site Visit*, November 6, 2014.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



ENVIRONMENTAL ASSOCIATES, INC.

2122 - 112th Avenue N.E., Ste. B-100
 Bellevue, Washington 98004

SITE EXPLORATION MAP

Mount Baker Building
 3601-3617 South McClellan Street
 Seattle, Washington

Job Number:	Date:		Plate:
JN 6207-X	Oct. 1996		2

6.3 Restrictive Covenant

Return Address

Brian Reynolds
Cornell & Associates, Inc.
2633 Eastlake Avenue East #307
Seattle, WA 98102

Declaration of Restrictive Covenants

Legal: Blk 31 Lot 1 Mount Baker Park Add
Full legal is on page (1) one of document

Assessor's Property Tax Account Number:
570000 2385 03

9802040370

980204-0370 09:34:00 AM KING COUNTY RECORDS OPS THS 12:00

Declaration of Restrictive Covenants

This Declaration of Restrictive Covenant is made by Renbrad L.L.C. ("Declarant") as of February 3, 1998.

Recitals

- A. Declarant is the owner of the real property and retail, office and apartment improvements commonly known as Mt. Baker Court, Seattle, Washington and legally described as follows ("Property"):

Lot 1, Block 31, Mt. Baker Park, According to the Plat thereof, recorded in Volume 16 of plats, page 3, in King County, Washington;

Except the following described portion:

Beginning at the southwest corner of Lot 1;
Thence North along the West side of said Lot, 8.75 Feet;
Thence East to a point on the Easterly line on said Lot, 9.00 Feet Northerly of the Southeast corner thereof;
Thence South along said Easterly line of said Lot to the Southeast corner thereof;
Thence West along the Southerly line of said Lot to the point of beginning.

- B. During June and July 1996, Declarant caused certain underground storage tanks to be removed from property and was successful in removing contaminated petroleum hydrocarbons in excess of the Model Toxic Control Act ("MTCA") cleanup levels. A voluntary Independent Remedial Action Program ("IRAP") was undertaken by Declarant, which resulted in successful remediation of the contaminants in the accessible soils of the Property around the underground storage tanks.
- C. Previous tests also revealed a portion of the Property contains diesel and heavy oil contaminated soil located under the western edge of the building and under the adjacent sidewalk at a depth of approximately 10 to 13 feet (See Exhibit A). However, remediation of the soil was not feasible at the time due to the existence of the potential undermining of the building and the contaminated soil possess no current threat to public health and safety.
- D. If Declarant sells the Property to a third party the property will continue to be used as a retail, office and apartment building.
- E. Based on the forgoing, Declarant desires to postpone remediation of soils at the west portion of the Property unless owner decides to redevelop the site. The City of Seattle Transportation Department ("City") and the State of Washington Department of Ecology ("DOE") have stated that they are willing to allow remediation of the soils under the western portion of building / sidewalk subject to the following terms, conditions and restrictions.

Declaration

Declarant hereby subjects the Property to the following terms, conditions and restrictions ("Restrictive Covenant"):

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1. Except as provided in Section 2. or 3. below, any contaminated soils in the Property or the sidewalk may remain in place until such time as Declarant (or its grantees, successors or assigns) redevelops the Property or substantial new improvements are otherwise made on the Property, at which time the soils remaining in the Property or Sidewalk with contaminants in excess of MTCA clean-up standard as caused by the Property shall be remediated. For purposes of this Section, demolition and surface grading of the Property or Sidewalk will not be considered to constitute a substantial improvement that requires remediation of subsurface contaminated soils.
2. If prior remediation of the contaminated soils pursuant to Section 1. above, any utility or other work is required to be performed in the Sidewalk (such as underground cable, wire, conduit, manholes, handholes, place utility poles) by the City of Seattle or other public entity or private utility company, Declarant (or its grantees, successor or assigns) shall remediate any contaminated soils caused by the Property that are disturbed by the work otherwise as necessary for the protection of the health or safety of the persons performing the work or for protection of human health or the environment.
3. If at any time Declarant (or its grantees, successors or assigns) learns of other contamination in the Property or the Sidewalk caused by the Property which presents an imminent risk to human health or the environment, Declarant (or its grantees, successors or assigns) shall take immediate action to remediate such contamination.
4. At least 30 days prior to conveyance of any real property interest in any portion of the Property Declarant (or its grantees, successors or assigns) shall give written notice to the City and DOE of the contemplated conveyance identifying the prospective grantee and the anticipated date of the conveyance. As part of any such conveyance, the grantee shall provide the City with a letter accepting the terms and conditions of this Declaration of Restrictive Covenants.
5. The City and DOE, and their designated representatives, are hereby granted the right to enter upon and inspect the Property, at reasonable times, upon 48 hours prior notice to the owner and any occupant, and may take samples, inspect the operation of cleanup action measures, and inspect clean-up records.
6. This Declaration of Restrictive Covenants may be amended or terminated by the mutual written agreement of the City of Seattle Transportation and DOE and Declarant (or its grantees, successors or assigns).
7. Notices and other communications to the City and/or DOE pursuant to this Declaration of Restrictive Covenants shall be deemed effectively given if delivered by hand or mailed certified mail, return receipt requested, to:

Seattle Transportation
Attention: Street Use Section
600 Fourth Avenue
Seattle, WA 98104

Washington Department of Ecology
Northwest Regional Office
Attention: Section Head, Toxic Cleanup Program
3190 160th Avenue SE
Bellevue, WA 98008-5452

8. The foregoing Restrictive Covenants shall henceforth burden an run with the Property and bind Declarant, its grantees, successors and assigns, and shall inure to the benefit of, and be enforceable by, the City and DOE, and their respective successors and assigns. Except only as limited by the express provisions of the foregoing Restrictive Covenants, Declarant expressly reserves all right of ownership, use and enjoyment of the Property.
9. The foregoing Restrictive Covenants shall no longer limit uses of the Property, or be of any further force or effect upon recordation by Declarant (or its grantees, successors or assigns) of an instrument terminating this Declaration pursuant to the provisions hereof.

Executed as of this date first written above.

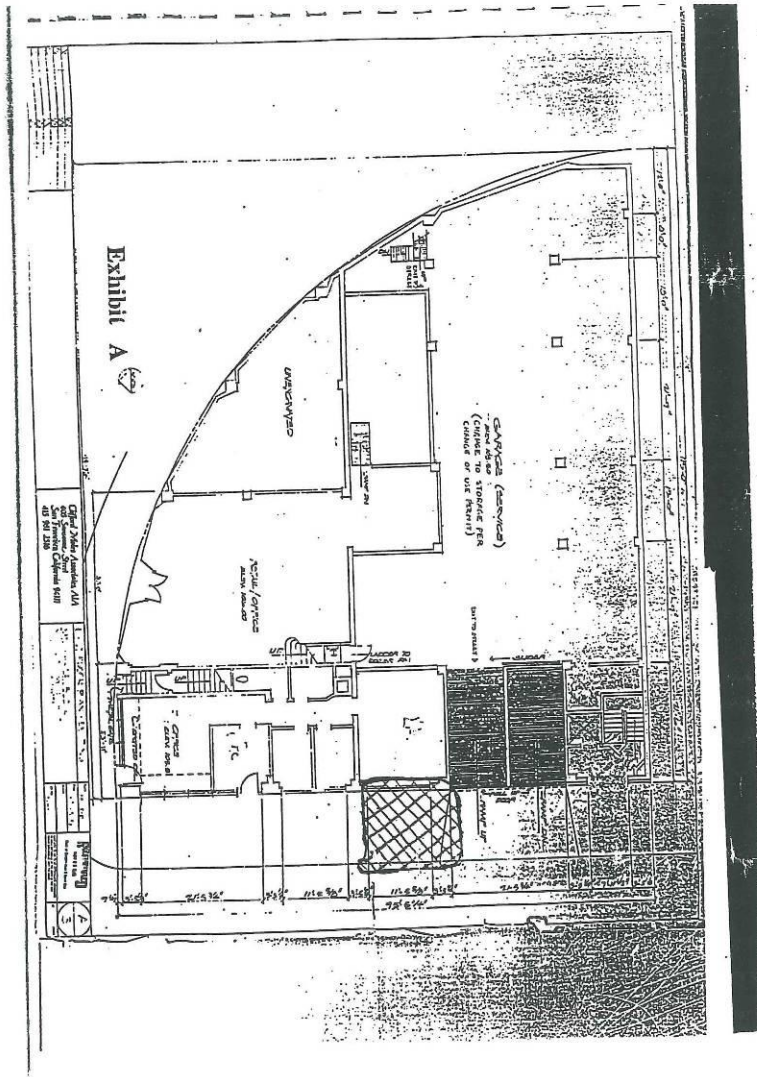
By: Brian P. Reynolds

Its: Manager

By:  manager

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6.4 Photo log

Photo 1: West Sidewalk and Former UST Location – from the north



Photo 2: Garage Entrance and West Side of Building – from the northwest



Photo 3: North Side of Building and Surrounding Properties - from the east



Photo 4: North Side of Building – from the north

