



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

February 10, 2015

Bob Hall Holdings
c/o Mr. Robert Hall
1600 E. Yakima Avenue
Yakima, WA 98901

Re: No Further Action at the following Site:

- **Site Name:** Sunfair Chevrolet
- **Site Address:** 1600 E. Yakima Avenue, Yakima
- **Facility/Site No.:** 49569148
- **Cleanup ID No.:** 6173
- **VCP Project No.:** CE0393

Dear Mr. Hall:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Sunfair Chevrolet facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

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

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

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:



- Petroleum hydrocarbons, methylene chloride and metals (arsenic and lead) into the Soil.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. *Final Report on Underground Petroleum Spill Cleanup for Sunfair Chevrolet Corporation*, PLSA Engineering & Surveying, October 1990.
2. *Site Assessment Engineering Report, Underground Storage Tank Removal, Sunfair Chevrolet*, PLSA Engineering & Surveying, December 1998.
3. *Engineering Report, Ground Water Sampling, Sunfair Chevrolet*, PLSA Engineering & Surveying, October 2013 (draft work plan)
4. *Final Report, Site Assessment, Remedial Investigation and Conclusions, Sunfair Chevrolet*, PLSA Engineering & Surveying, May 2014.
5. Groundwater results for additional analysis for PCBs, letter report, July 2014

Those documents are kept in the Central Files of the Central Regional Office of Ecology (CRO) for review by appointment only. You can make an appointment by calling the CRO resource contact at (509) 454-7658.

This opinion is void if any of the information contained in those 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. That conclusion is based on the following analysis:

1. Characterization of the Site.

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

2. Establishment of cleanup standards.

a. Substance-specific standards.

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

1) The Method A soil cleanup levels for unrestricted land uses at this site are:

▪ Diesel range organics	2,000 mg/kg
▪ Heavy oil range organics	2,000 mg/kg
▪ Arsenic	20 mg/kg
▪ Lead	250 mg/kg
▪ Methylene Chloride	0.02 mg/kg

Method A soil cleanup levels are based on protection of groundwater for drinking water purposes. The soil leaching to groundwater pathway appears to be incomplete since the groundwater was not shown to be impacted by the chemicals of concern.

For soil cleanup levels based on direct contact, the point of compliance is defined as throughout the site from the ground surface to 15 feet below the ground surface.

Additionally, soil samples were screened in accordance with MTCA Table 830-1 to include MTBE, EDB, EDC, PCBs and naphthalenes. These analytes of interest were not detected.

2) The Method A groundwater cleanup levels for unrestricted land use are:

▪ Diesel range organics	500 ug/liter
▪ Heavy oil range organics	500 ug/liter
▪ Arsenic	5 ug/liter
▪ Lead	15 ug/liter
▪ Methylene Chloride	5 ug/liter

For groundwater, the standard point of compliance is defined as throughout the site from the uppermost level of the saturated zone extending vertically to the lowest most depth that could potentially be affected by the site.

Additionally, all of the groundwater samples were screened in accordance with MTCA Table 830-1 to include MTBE, EDB, EDC, PCBs and total lead.

b. Action and location-specific requirements.

1. Additional PCB analysis was performed with an appropriate reporting limit to compare the results to the compliance level.
2. The affected area is the area of the former underground storage tanks and this area is restricted under the conditions of the environmental covenant. Additional soil sampling will occur if conditions change such that additional characterization can be performed during renovation work or other work that leads to a petition to lift the environmental covenant.

c. Additional requirements.

1. All required data have been submitted consistent with Policy 840 (Data Submittal Requirements).
2. This site is excluded from TEE on the basis of WAC 173-340-7491(b). The area of concern is covered by asphalt pavement and concrete. Maintenance of the physical barrier is enforced by an environmental covenant.

3. Selection of cleanup action.

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

The cleanup action consists of a land use restriction imposed by environmental covenant. This method of containing hazardous substances is included within the definition of "cleanup action" as defined in WAC 173-340-200.

The direct contact exposure pathway is mitigated by the maintenance of a surface cap consisting of building foundations and a concrete pad or asphalt pavement.

4. Cleanup.

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

An institutional control was imposed to prevent exposure to hazardous substances remaining at the Site. The institutional control consists of a surface cap formed by building foundations and a concrete pad or asphalt pavement over the area of concern. The area of concern is located within Tax Parcel No. 191320-21012. To ensure protectiveness of the remedy, an environmental covenant was filed with Yakima County to prohibit or limit activities that would interfere with the integrity of the surface cap.

This Site is subject to five-year review to evaluate the integrity of the surface cap and ensure compliance with other land use restrictions as described in the environmental covenant.

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- Land use restriction:

To implement these controls, an Environmental Covenant has been recorded on the following parcel of real property in Yakima County:

- 191320-21012

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

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.

- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. See RCW 70.105D.080 and WAC 173-340-545.

3. State is immune from liability.

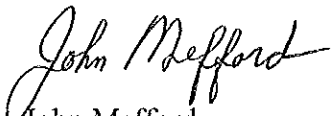
The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. See RCW 70.105D.030(1)(i).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (#CE0393).

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at 509-454-7836 or e-mail at john.mefford@ecy.wa.gov.

Sincerely,



John Mefford
Site Manager
CRO Toxics Cleanup Program

Enclosures (2): A – Description and Diagrams of the Site
B – Environmental Covenant for Institutional Controls

cc: Brad Card, PLSA Engineering & Surveying
Dolores Mitchell, VCP Financial Manage

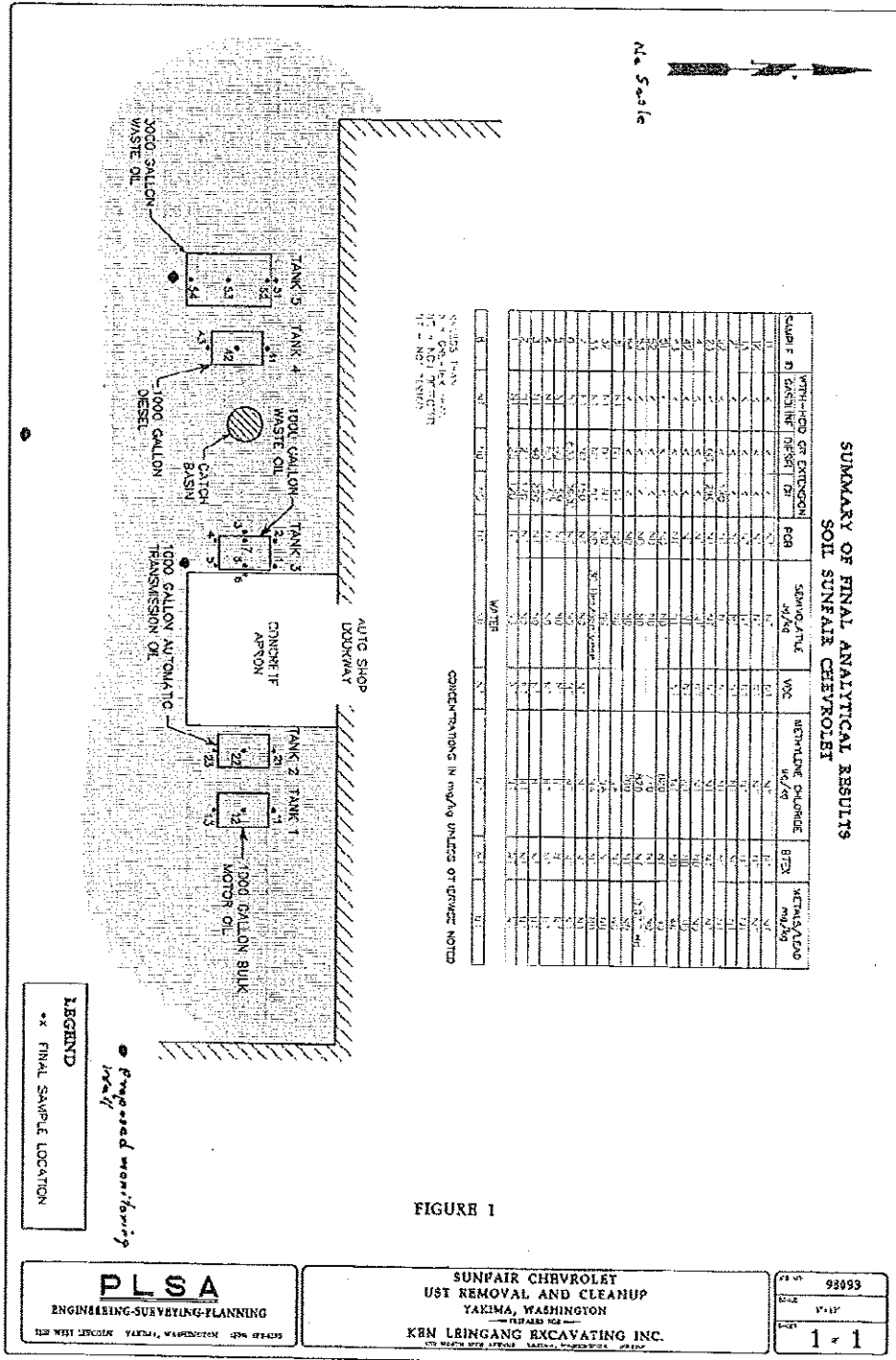
Enclosure A

Site Description

The source of the release at the Site includes two waste oil underground storage tanks (USTs) as indicated on the site diagram. The hazardous substances released from these USTs are petroleum hydrocarbons, methylene chloride and metals (arsenic and lead) into the soil. The extent of known contamination is limited to the vicinity of the USTs and the contamination is confined to the vadose zone of soil. The exposure pathway is direct contact. Receptors would include commercial workers. The substrate consists primarily of alluvial fill. Groundwater is present at 6 feet below ground surface.

Source: Contents of site file

Site Diagram



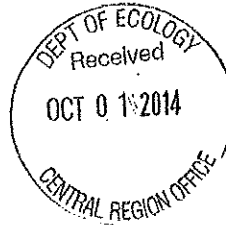
Enclosure B

Environmental Covenant for Institutional Control



* 7 8 5 0 4 8 7 1 0 *

After Recording Return
Original Signed Covenant to:
John Mefford
Toxics Cleanup Program
Department of Ecology
15 W. Yakima Avenue
Yakima, WA 98902



FILE# 7850487
YAKIMA COUNTY, WA
09/17/2014 03:26:45PM
COVENANT
PAGES: 10
VALUED CUSTOMER
BOB HALL
Recording Fee: \$1.00

Environmental Covenant

Grantor: Bob Hall's Holdings LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Section 20 Township 13 Range 19 Quarter NW: SW1/4 NE1/4 NW1/4, EX R/W TO STATE HWY AND EX W 20 FT FOR RD. AND EX S & E R/W FOR RD

Tax Parcel No.: 191320-21012

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 site commonly known as Sunfair Chevrolet, Facility Site No. 49569148. 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.

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

Medium	Principle Contaminants Present
Soil	arsenic and lead
Groundwater	
Surface Water/Sediment	

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. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D

RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

Bob Hall's Holdings LLC, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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.

b. Containment of soil/waste materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of building foundations, a concrete pad or asphalt pavement and located as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with

contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap that may expose contaminated soils. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

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 C so that access to the underlying contamination is feasible, that remaining contamination must be remediated. All contaminated soil that is removed from the Property must be disposed of at an appropriate licensed waste disposal facility.

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 within the area of the Property described/illustrated in Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:
 - i. Notify Ecology at least thirty (30) days in advance of the conveyance.¹
 - 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 YAKIMA COUNTY AUDITOR UNDER RECORDING NUMBER [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 to Ecology.
 - c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 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. Any required written notice, approval, or 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.
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Paul M. Larson, registered agent Bob Hall's Holdings, LLC PO Box 550 Yakima, WA 98907 Phone contact:	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW 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. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

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 8TH day of September, 2014.

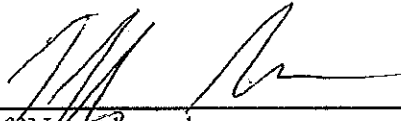
Bob Hall's Holdings LLC



Robert D Hall
Manager, Bob Hall's Holdings, LLC

Dated: 9/8/14

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



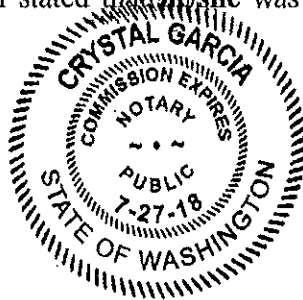
Jeff Newschwander
Acting Section Manager, Toxics Cleanup Program
Central Regional Office

Dated: 9/12/14

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF wa
COUNTY OF yakima

On this 08 day of September, 2014, I certify that Robert D. Hall personally appeared before me, acknowledged that he/she is the Manager of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



Crystal Garcia
Notary Public in and for the State of
Washington, residing at yakima.
My appointment expires 7-27-18.

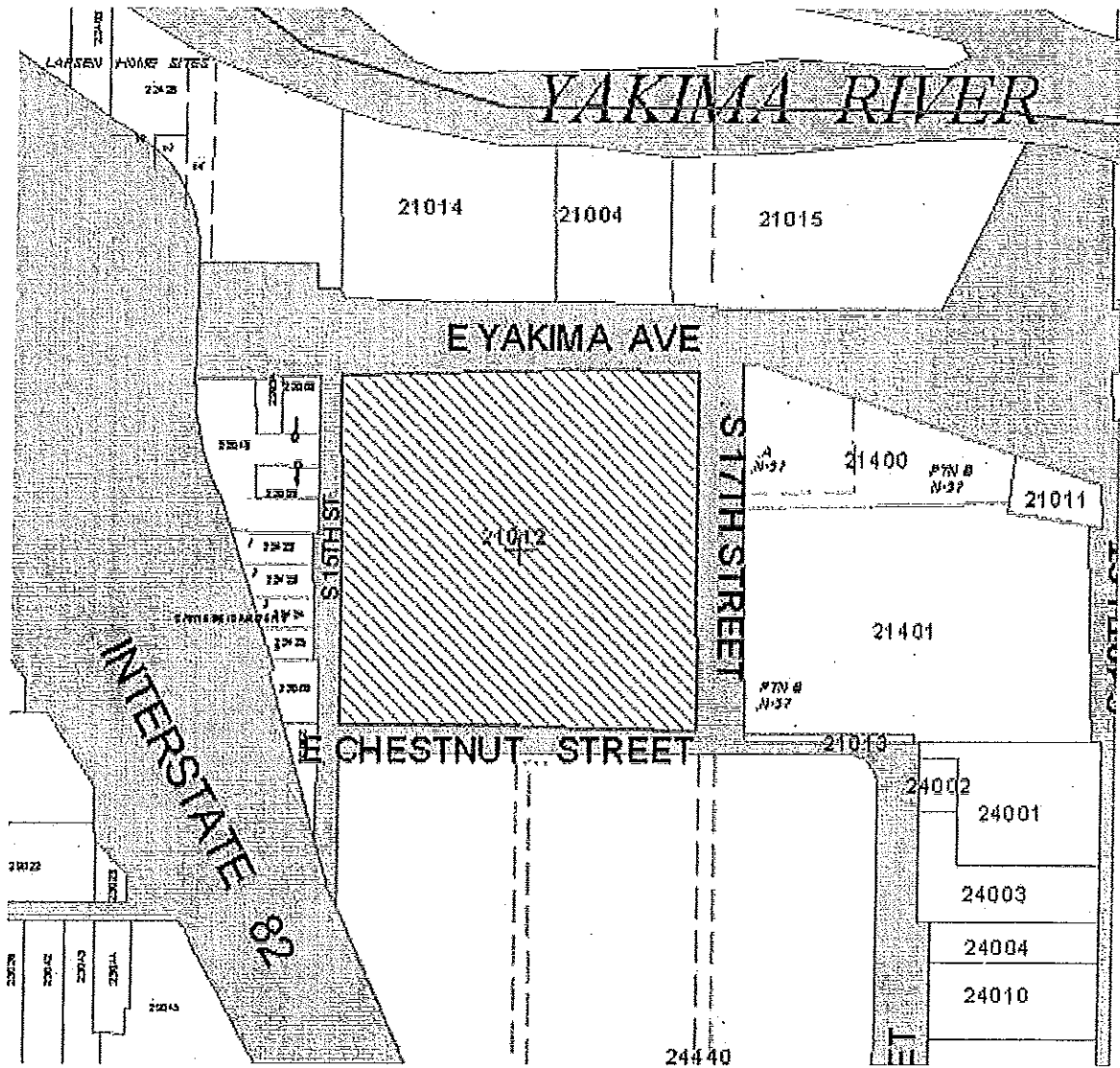
Exhibit A

LEGAL DESCRIPTION

Section 20 Township 13 Range 19 Quarter NW: SW1/4 NE1/4 NW1/4, EX R/W TO STATE HWY AND EX W 20 FT FOR RD. AND EX S & E R/W FOR RD

EXHIBIT B

PROPERTY MAP

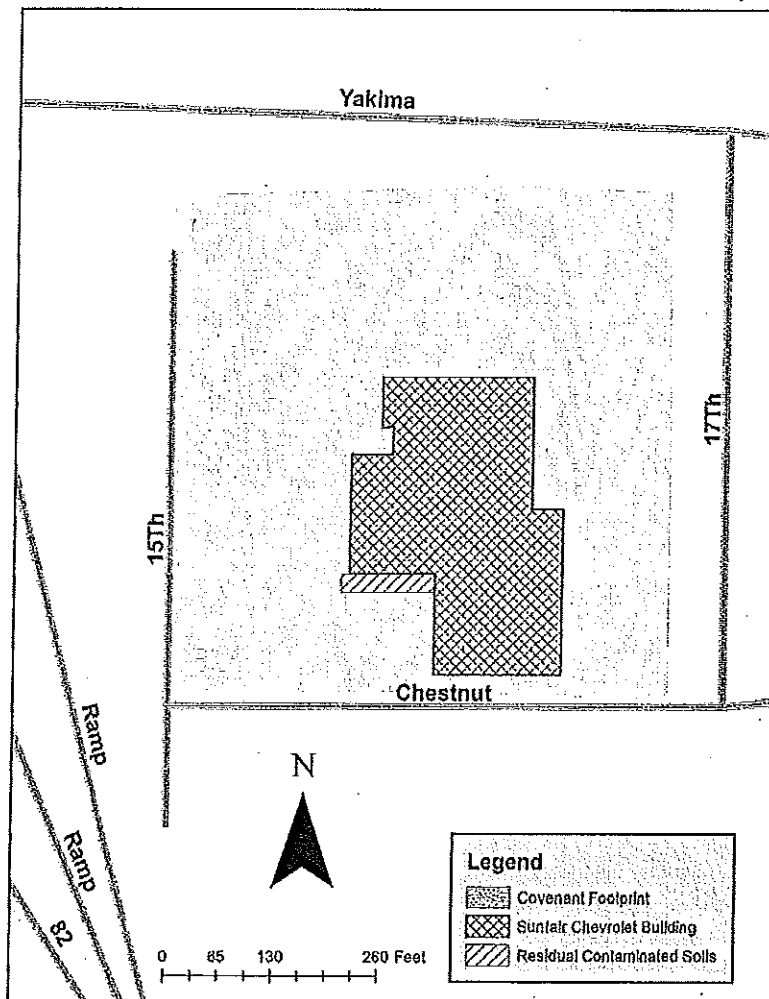


Tax Parcel 191320-21012

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

Sunfair Chevrolet Environmental Covenant Map



The area of soil contamination shown by the hachured rectangle consists of 2750 square feet.