



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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

November 17, 2008

Rick Corbett
2811 Mountain View Avenue
Renton, WA 98056

Re: No Further Action at the following Site:

- **Site Name:** Vino Ristorante Italiano
- **Site Address:** 212 South Third Street, Renton, WA
- **Facility/Site No.:** 4487258
- **VCP Project No.:** NW1757

Dear Mr. Corbett:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Vino Ristorante Italiano 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.

Please note that contaminated soil exceeding MTCA Method A cleanup level for diesel-range total petroleum hydrocarbon remains under the northern portion of the restaurant building. The remaining contaminated soil was not able to be excavated considering the structural integrity of the building foundation and the grease trap system, and Ecology has determined that the remaining contaminated soil will not threaten human health and the environment at this time.

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 release:

- Total petroleum hydrocarbon as diesel in soil and groundwater.

Ecology issued a Further Action letter dated June 2, 2007 for the Site, requiring additional groundwater monitoring. A detailed description and diagram of the Site was attached to that letter. Four consecutive quarterly post remediation groundwater monitoring events have been conducted since May 2007, analytical results have shown compliance with the MTCA Method A cleanup levels.

Basis for the Opinion

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

1. Groundwater Monitoring Event – Fourth Quarter 2008, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, Ecology VCP#: NW1757, RGI Project #: 2007-044B, prepared by The Riley Group dated March 11, 2008.
2. Groundwater Monitoring Event – Third Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, Ecology VCP#: NW1757, RGI Project #: 2007-044B, prepared by The Riley Group dated January 8, 2008.
3. Groundwater Monitoring Event – Second Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, Ecology VCP#: NW1757, RGI Project #: 2007-044B, prepared by The Riley Group dated September 28, 2007.
4. Independent Cleanup Action Letter Report, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, RGI Project 2007-044, Ecology TCP#: NW1757, prepared by the Riley Group Inc. dated June 20, 2007.
5. Limited Phase II Subsurface Investigation, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, RGI Project 2007-044, prepared by the Riley Group Inc. dated March 22, 2007.
6. Remedial Feasibility Study & Independent Cleanup Action Plan, Vino Ristorante Italiano, 212 South Third Street, Renton, Washington, RGI Project 2007-044, prepared by the Riley Group Inc. dated April 6, 2007.

7. Site characterization Report, Vino Ristorante Italiano, prepared by Langseth Environmental Services, Inc. dated February 13, 2007.

Those documents are kept in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. You can make an appointment by calling the NWRO resource contact at (425) 649-7190.

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.

2. **Establishment of cleanup standards.**

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

3. **Selection of cleanup action.**

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

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 and monitoring specified below.

Post-Cleanup Controls and Monitoring

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

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.

To implement those controls, an Environmental Covenant has been recorded on the following parcels of real property at the Site:

- 0007200115
- 0007200116

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

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 we conduct a periodic review and determine further remedial action is necessary at the Site, then we 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 (#NW1757).

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 at (425) 649-4310.

Sincerely,



Jing Liu
NWRO Toxics Cleanup Program

jl:kp

Enclosure A – Environmental Covenant for Institutional Controls

cc: Lannie Smith, The Riley Group
Dolores D Mitchell, Ecology VCP Financial Manager

Enclosure A

Petroleum contaminated soils were encountered during the tank removal in February 2007. Total petroleum hydrocarbon as diesel (TPH-D) was detected exceeding the MTCA Method A cleanup level from soil confirmation samples collected from the bottom of the excavation. No groundwater was encountered in the excavation. The excavated soils were subsequently used to backfill the excavation.

Groundwater was encountered at approximately 12 feet below ground surface during the Limited Phase II Subsurface Investigation conducted by the Riley Group Inc. in late February 2007. TPH-D was detected exceeding the MTCA Method A cleanup level in two groundwater samples with the maximum concentration of 7,900 µg/L. Oil-range total petroleum hydrocarbon (TPH-O) was detected in one boring at the concentration of 590 µg/L.

The UST was removed, and approximately 101 tons of petroleum contaminated soils were excavated and disposed of off-site. Soil confirmation samples collected along the southwestern boundary of the remedial excavation had TPH-D exceeding the MTCA Method A cleanup level for unrestricted land use. However, additional excavation beneath the building was not conducted considering the structural integrity of the building foundation and the grease trap system. Approximately 10,700 gallons of petroleum contaminated groundwater was pumped during the remedial activities and disposed of off-site. A site diagram is attached to this enclosure.

Asphalt Parking Lot

~Landscaping~

Sample #	Diesel TPH	Oil TPH
B8-GW	ND<250 ug/L	ND<400 ug/L

Sample #	Diesel TPH	Oil TPH
B5-GW	1300 ug/L	590 ug/L

Sample #	Diesel TPH	Oil TPH
B6-GW	ND<270 ug/L	ND<420 ug/L

Sample #	Diesel TPH	Oil TPH
DW1-H20 1	440 ug/L	ND<250 ug/L
DW1-H20 2	430 ug/L	ND<250 ug/L
DW1-H20 3	490 ug/L	ND<250 ug/L

Sample #	Diesel TPH	Oil TPH
B7-GW	ND<260 ug/L	ND<410 ug/L

Sample #	Diesel TPH	Oil TPH
B4-GW	ND<250 ug/L	ND<400 ug/L

~Asphalt~

Sample #	Diesel TPH	Oil TPH
B3-GW	ND<260 ug/L	ND<410 ug/L

Sample #	Diesel TPH	Oil TPH
B1-GW	7900 ug/L	ND<750 ug/L

Sample #	Diesel TPH	Oil TPH
B2-GW	ND<250 ug/L	ND<390 ug/L

Shattuck Avenue South

~Asphalt~






Approximate Site Boundary

Estimated Extent of Remaining Petroleum-Affected Soils with Concentrations Exceeding MTCA Method A Soil Cleanup Levels (Approximately 8 to 14 feet bgs)

Restaurant

Inferred Groundwater Flow Direction

Legend:

-  Grease Trap
-  Former Heating Oil Tank Excavation Limits (Excavated by Langseth Environmental Services, Inc. on 2/1/07)
-  Remedial Excavation Limits (by RGI 4/25/07 to 4/27/07)
-  Dewatering Well DW1 Installed by RGI on 4/27/07
-  Test Probe Location (Advanced by RGI 2/28/2007)

Approximate Scale: 1" = 10'



The Riley Group, Inc.
17522 BOTHELL WAY NE
BOTHELL, WASHINGTON 98011

Vino Ristorante Italiano

Project # 2007-044
Groundwater Sample Locations & Results Summary

Figure 4

Date Drawn: 6/20/07

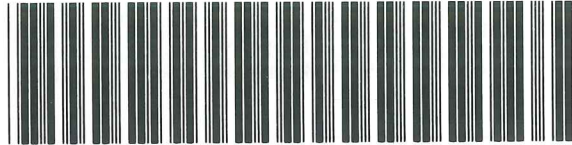
Site Address: 212 South Third Street, Renton, Washington

RECEIVED

NOV 14 2008

DEPT. OF ECOLOGY
TCP-NWRO

After Recording Return to:
Ms. Jing Liu
Department of Ecology
Northwest Regional Office
3190 - 160th Ave. SE
Bellevue, WA 98008



20081028000093

FIRST AMERICAN COV 49.00
PAGE 001 OF 008
10/28/2008 09:35
KING COUNTY, WA

Environmental Covenant

Grantor: Solo Noi, LLC

Grantee: State of Washington, Department of Ecology

Legal: Lots 1 & 2, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof; Situated in the City of Renton, County of King, State of Washington

Tax Parcel Nos.: 0007200115 & 0007200116

Cross Reference: N/A

FIRST AMERICAN w/26430

9849

Grantor, Solo Noi, LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this day of September 24, 2008 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- a. Site Characterization Report, Vino Ristorante Italiano, prepared by Langseth Environmental Services, Inc. dated February 13, 2007.

- b. Remedial Feasibility Study & Independent Cleanup Action Plan, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, prepared by the Riley Group, Inc. dated April 6, 2007.
- c. Limited Phase II Subsurface Investigation, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, prepared by the Riley Group, Inc. dated March 22, 2007.
- d. Independent Cleanup Action Letter Report, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, Ecology TCP#: NW1757, prepared by the Riley Group, Inc. dated June 20, 2007.
- e. Further Action Determination under WAC 173-340-515(5) for the following Hazardous Waste Site: Vino Ristorante Italiano, 212 South Third Street, Renton, WA, Facility/Site No. 4487258, VCP No. NW1757.
- f. Groundwater Monitoring Event – 2nd Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated September 28, 2007.
- g. Groundwater Monitoring Event – 3rd Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated January 8, 2008.
- h. Groundwater Monitoring Event – 4th Quarter 2008, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated March 11, 2008.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of diesel-range total petroleum hydrocarbons (TPH) which exceed the Model Toxics Control Act Method A Cleanup Level(s) for SOIL established under WAC 173-340-704.

The undersigned, Solo Noi, LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described IN ATTACHMENT A OF THIS COVENANT AND MADE A PART HEREOF BY REFERENCE.

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

Section 1. A portion of the Property that is located on tax parcel number 0007200115 contains diesel-range TPH contaminated soil located under the northern portion of the restaurant building and grease trap. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

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

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

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

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Solo Noi, LLC



Richard Corbett
Partner

Dated: 9/24/08

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



[Name of Person Acknowledging Receipt]
[Title]

Dated: 10-17-08

THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE
CO. ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR
ACCURACY

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF WASHINGTON
COUNTY OF KING

On this 24 day of SEPTEMBER, 2008, I certify that RICHARD CORBETT personally appeared before me, and 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.

J. Marie Quitout
Notary Public in and for the State of
Washington, residing at RENTON.
My appointment expires 5-06-2012.



STATE OF _____
COUNTY OF _____

[CORPORATE ACKNOWLEDGMENT]

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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.

Notary Public in and for the State of
Washington, residing at

My appointment
expires _____.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the

_____ [type of authority] of _____ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

ATTACHMENT A

20080227002416.001

WHEN RECORDED RETURN TO:

Name: Richard Corbet
Address: 3054 180th Ave NE
Redmond, WA 98052



20080227002416

RAINIER TITLE QCD 43.00
PAGE 001 OF 002
02/27/2008 15:43
KING COUNTY, WA

E2334430

02/27/2008 15:07
KING COUNTY, WA
TAX SALE \$10.00 \$0.00

PAGE 001 OF 001

Escrow Number: 411201

Filed for Record at Request of: Rainier Title

QUIT CLAIM DEED

THE GRANTOR(S), Richard Corbett, a married man as his separate estate and Salvatore Lembo, a married man as his separate estate for and in consideration of mere change in name in hand paid, conveys and quit claims to Solo Noi L.L.C, a Washington Limited Liability Company the following described real estate, situated in the County of King, State of Washington:

Parcel A

That portion of Henry H. Tobin Donation Land Claim No. 37, defined as follows:

Beginning at the Northwest corner of Smither's 5th Addition to the Town of Renton, as per plat recorded in Volume 16 of Plats, Page 33, Records of King county, which is the true point of beginning;
thence South 89°47' West, 44 feet;
thence North 00°13' West, 120 feet;
thence North 89°47' East, 44 feet;
thence South 00°13' East, 120 feet to the true point of beginning.

Being known as Lot 1, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof;

Situate in the City of Renton, County of King, State of Washington.

Parcel B

That portion of Henry H. Tobin Donation Land Claim No. 37, defined as follows:

Beginning at the Northwest corner of Smither's 5th Addition to the Town of Renton, as per plat recorded in Volume 16 of Plats, Page 33, Records of King county, which is the true point of beginning;
thence South 89°47' West, 44 feet; to the true point of beginning;
thence continuing South 89°47' West, 44 feet;
thence North 00°13' West, 120 feet;
thence North 89°47' East, 44 feet;
thence South 00°13' East, 120 feet to the true point of beginning;

Being known as Lot 2, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof;

Situate in the City of Renton, County of King, State of Washington.

44110-12
Said document(s) were filed for record by Rainier Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 000720-0115-01, 000720-0116-00

411201-E

Dated: February 14, 2008

Richard Corbett

Salvatore Lembo

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Richard Corbett and Salvatore Lembo are the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 27, 2008

Shelley M. Sykes

Notary name printed or typed: Shelley Sykes
Notary Public in and for the State of WASHINGTON
Residing at Kirkland
My appointment expires:

April 9, 2009

