



Periodic Review

Manito Shopping Center
802 East 29th Avenue
Spokane, Washington 99203

Facility Site ID No. 9406814
Cleanup Site ID No. 1654

Completed by:
Washington State Department of Ecology
Eastern Regional Office
Toxics Cleanup Program

May 2015

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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 to ensure human health and the environment are being protected at the Manito Shopping Center site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The VCP project number was EA0172. The cleanup actions resulted in residual concentrations of polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs) in soil that exceed MTCA Method A cleanup levels established under WAC 173-340-740(2). As a result of residual contamination, institutional controls were implemented for the Site to be eligible for a No Further Action (NFA) determination. WAC 173-340-420(2) requires Ecology conduct a periodic review of a site every five years under the following conditions:

1. Whenever Ecology conducts a cleanup action.
2. Whenever Ecology approves a cleanup action under an order, agreed order or consent decree.
3. Or, as resources permit, whenever Ecology issues a No Further Action opinion.
4. And one of the following conditions exists:
 - (a) Institutional controls or financial assurance are required as part of the cleanup.
 - (b) Where the cleanup level is based on a practical quantitation limit.
 - (c) Where, in Ecology'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 Ecology shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions.
- (b) New scientific information for individual hazardous substances or mixtures present at the Site.
- (c) New applicable state and federal laws for hazardous substances present at the Site.
- (d) Current and projected Site use.
- (e) Availability and practicability of higher preference technologies.
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

Ecology 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 Manito Shopping Center Site is located at 802 East 29th Avenue in the City of Spokane in Spokane County, Washington. According to the Spokane County Assessor's Office, the Site consists of two tax parcels identified as Parcel Nos. 35322.0108 and 35322.0109.

The majority of the Site consists of a shopping center parking lot located in a mixed residential and commercial area. A small portion of the Site extends under the commercial building to the east due to the tax parcel boundaries. Asphalt surfaces cover approximately 0.6 acres and include parking spaces and driving lanes. Commercial businesses including the Manito Tap House, Ross Dress for Less, Republic Pi Pizza, US Bank and Chase Bank are located immediately adjacent to the parking area on the north and east sides of the Site. Washington Trust Bank is located on the adjacent property to the south. The Site is bordered by South Grand Avenue to the west.

The Site has been a parking lot since approximately 1969 when the department store, Lamont's, was constructed to the east of the Site. Three prior commercial structures were present at the Site prior to their demolition and the construction of the department store. According to City Directories, various tenants, including a dry cleaning business, occupied the structures.

A vicinity map is available as Appendix 6.1 and a Site plan is available as Appendix 6.2.

2.2 Site Investigations and Remedial Actions

2.2.1 2007 EBI Consulting Subsurface Investigation

Based on the presence of the former on-site dry cleaner and adjacent gas station, EBI Consulting (EBI) advanced three soil borings (B1, B2 and B3) in the existing parking lot within the presumed location of the former dry cleaner tenant space and adjacent to the former gas station located south of the Site. The borings were advanced to refusal (bedrock basalt) using direct-push drilling methods, reaching depths ranging from eight to twelve feet (ft) below ground surface (bgs). Two soil samples were collected from each boring and were analyzed for VOCs and PAHs. EBI reported groundwater was not encountered during the investigation.

Analytical results of the EBI soil samples detected four carcinogenic PAHs (cPAHs) and total cPAHs at concentrations which exceeded the MTCA cleanup standards in one soil sample collected from boring B1 at a depth of 4ft bgs. A summary of total cPAHs in soil sample B1 at four ft indicates a concentration of 2.19 parts per million (ppm) and a Toxicity Equivalency Factor (TEF) total cPAH concentration of 0.543.

EBI reported concentrations of the dry cleaning solvent tetrachloroethene (PCE) exceeded the MTCA cleanup standard in two soil samples collected from borings B1 (1.3 ppm) and B2 (0.1 ppm) at depths of four ft bgs. Trichloroethene (TCE) was detected at a concentration which

exceeded the MTCA cleanup standard in soil boring B3 (0.11 ppm) at a depth of eight ft bgs. Chloromethane exceeded the MTCA cleanup standard in soil borings B2 (1.9 ppm) and B3 (0.26 ppm) at a depth of eight ft bgs.

2.2.2 LFR Site Investigations

In 2007 and 2008, LFR Inc. (LFR) advanced six soil borings and three monitoring wells. A total of 24 subsurface soil samples were collected by LFR from the six boring locations. Groundwater samples were collected from the three monitoring wells.

PCE and TCE were not detected in the LFR soil samples above the respective laboratory method reporting limit (MRL). In addition, chloromethane was not detected above the MRL in LFR soil samples. Other contaminants associated with petroleum-related products (e.g., toluene, xylenes, and n-propylbenzene) and other contaminants of concern (COCs) (e.g., carbon disulfide) were not detected above laboratory MRLs.

2.2.3 Groundwater Monitoring

LFR installed three groundwater monitoring wells in the western parking lot, including two down-gradient wells along the Site property boundary (MW1 and MW2) and an up-gradient monitoring well (MW3) in the southeast corner of the Site. Five groundwater monitoring events were conducted for the three wells in September 2007, August 2008, November 2008, February 2009, and April 2009.

Results from the five groundwater monitoring events did not identify the presence of the primary investigated COCs above the laboratory MRLs during the 15-month assessment, including PCBs, TCE, cPAHs, and chloromethane. The exception was the detection of the cPAH chrysene and VOC chloroform in groundwater samples from MW1 and MW2 during the November 2008 event; concentrations were above the MRL, but were below the MTCA Method A cleanup level. These two constituents were not detected in any of the other four events, including the subsequent February and April 2009 monitoring.

2.3 Institutional Controls

Due to the presence of limited amounts of cPAHs and solvents remaining in the soil at concentrations exceeding MTCA Method A cleanup levels, it was determined that the Site would be eligible for a NFA determination if institutional controls were implemented in the form of an environmental covenant (Covenant). Since the extent of the contamination was limited, Site structures risked damage by additional excavation and there was no apparent threat to groundwater, so no additional remedial action was taken. A Covenant was recorded for the Site on June 2, 2009, and an NFA determination was issued.

The restrictions implemented in the Covenant are listed below.

1. The Property contains VOCs and PAHs within the West 150 feet of each of Spokane County Tax Parcel Nos. 35322.0108 and 35322.0109, which described area is under a

parking lot, as detailed in the attached Exhibit A. The portion of the Property described above and depicted in Exhibit A is hereinafter referred to as the "Capped Area".

The Owner shall not alter, modify, or remove the existing structure(s) immediately above the Capped Area 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 Area 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.

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.
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.
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 except that the Owner need not give advance written notice to Ecology if the Owner leases a subunit of a building located outside of the Capped Area. 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.
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.
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.
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.
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.

A copy of the Covenant is available as Appendix 6.3.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

3.1.1 Soil

Based on EBI soil investigation activities in 2007, concentrations of TCE, PCE and cPAHs are present in soil at the Site at concentrations exceeding MTCA Method A cleanup levels. Observations made during the Ecology Site visit conducted on January 21, 2015 indicated that the asphalt and concrete surface cover at the Site continue to eliminate direct exposure pathways (ingestion, direct contact) to contaminated soils. The asphalt appears in satisfactory condition. There are visible cracks and signs of degradation, but the surface cover is only necessary to present a physical contact barrier to contaminated soils and is not intended to be impermeable; therefore, no repair, maintenance, or contingency actions have been required. The Site remains used as parking for nearby businesses. A photo log is available as Appendix 6.4.

3.1.2 Groundwater

Groundwater monitoring was conducted for five consecutive quarters through April 2009. Contamination was not detected at concentrations exceeding MTCA Method A cleanup levels. Contaminated groundwater does not remain at the Site, and groundwater does not pose a threat to human health or the environment. Additionally, several decades have passed since contaminants were originally released to Site soils. Sufficient time has passed for contaminants to migrate to groundwater, if it was likely to occur. Groundwater monitoring at the Site serves as an empirical demonstration that residual contaminated soils do not pose a threat to groundwater quality.

3.1.3 Institutional Controls

The Covenant for the Site was recorded and remains active. There is no evidence a new instrument has been recorded which limits the effectiveness or applicability of the Covenant. This Covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Covenant serves to assure the long term integrity of the remedy and the Site surface cover.

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

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

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

Cleanup levels for cPAHs, PCE and TCE have not changed since remedial actions were conducted at the Site. Contamination remains at the Site above MTCA Method A cleanup levels and the cleanup action is still protective of human health and the environment.

3.4 Current and projected Site use

The Site is currently used for commercial purposes; it continues to serve as a parking area for nearby businesses. There have been no changes in current or projected future Site or resource uses.

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 action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6) (f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The Covenant for the property is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, Ecology has determined the restrictions in the Covenant are being followed. No additional remedial actions are required by the property owner. It is the 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

LFR Inc. *Site Characterization and Cleanup Action Plan – Manito Shopping Center.*
January 7, 2009.

LFR Inc. *Final Groundwater Monitoring Event and Request for Site Closure.*
May 26, 2009.

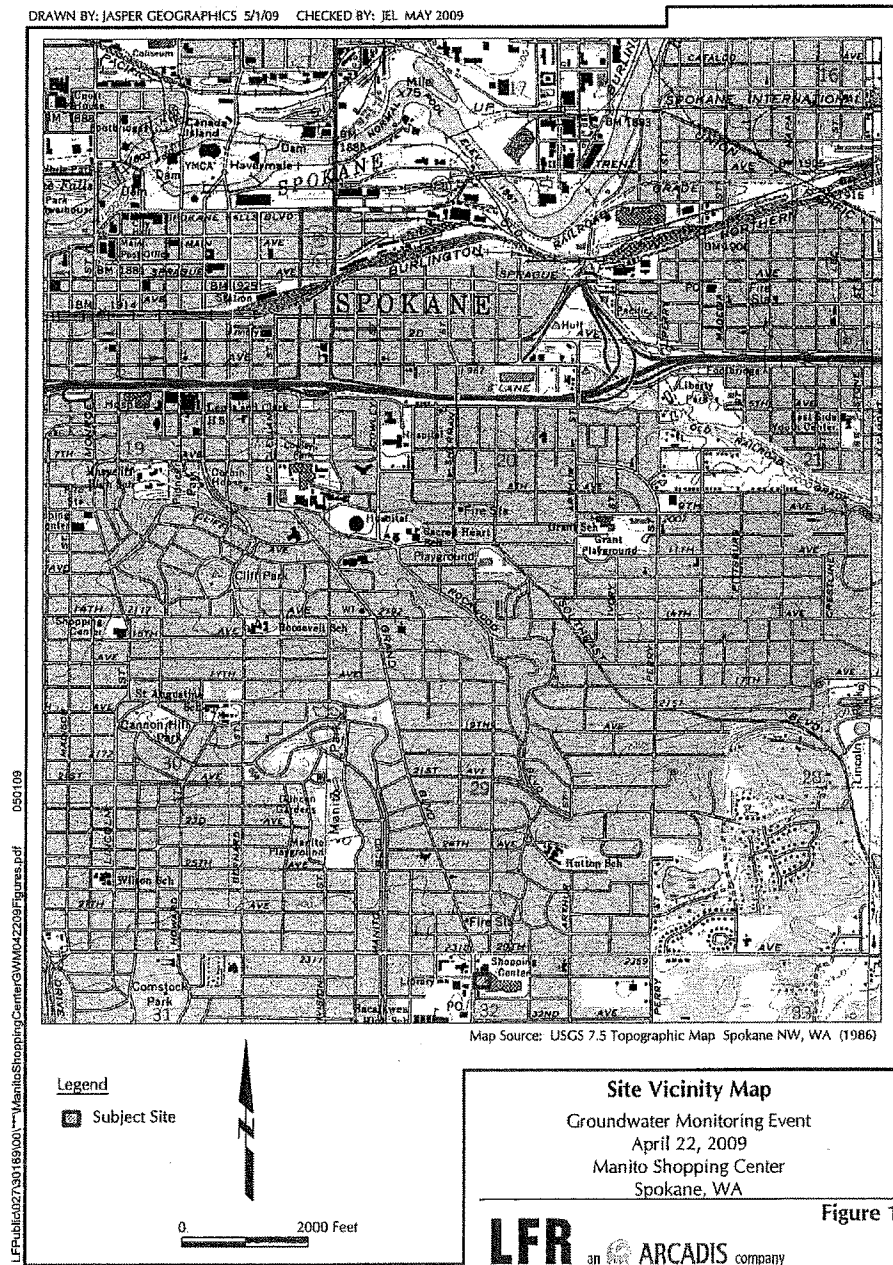
Ecology. *Environmental Covenant.* June 2, 2009.

Ecology. *No Further Action Letter.* June 18, 2009.

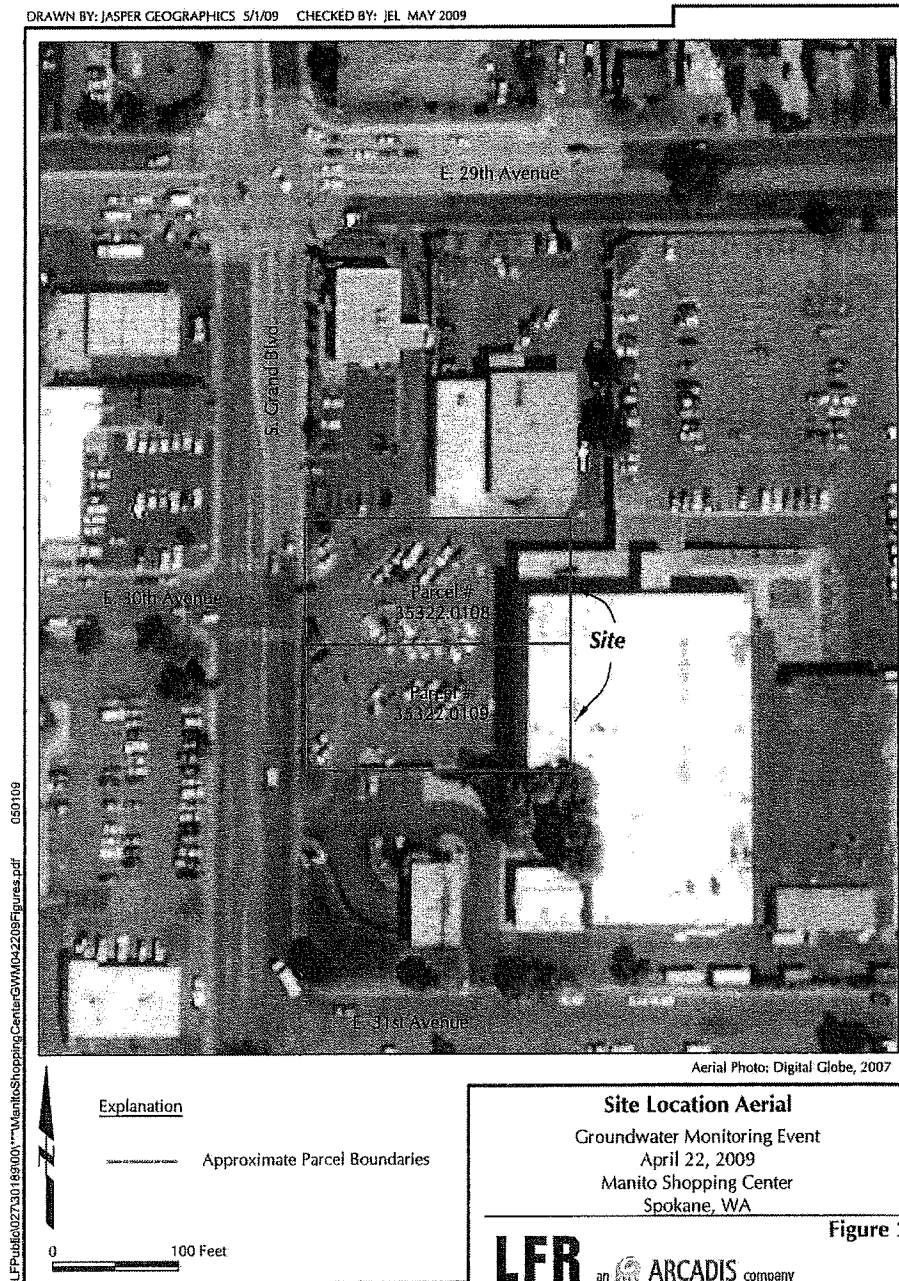
Ecology. *Site Visit.* January 21, 2015.

6.0 APPENDICIES

6.1 Vicinity Map



6.2 Site Plan



6.3 Environmental Covenant

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Covenant DEPT OF ECOLOGY
Spokane County Washington

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After Recording Return to:
Patti Carter
Department of Ecology
4601 North Monroe Street, Suite 100
Spokane, Washington 99205

Environmental Covenant

Grantor: Manito Shopping Center Associates, LLC,
a Delaware limited liability company ("MSCA, LLC")
Grantee: State of Washington, Department of Ecology
Legal: Cooks 4th Ptn of Tr B, Beg on E Ln of Grand 311.4 ft S of N Ln of NW ¼ Sec 32;
Cooks 4th Ptn of B, Beg 362 ft S of NE corner of NE ¼ of NW ¼ Sec 32
Tax Parcel Nos.: Spokane County - Parcel Nos. 35322.0108 and 35322.0109

Grantor, MSCA, LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ("Covenant") made this 27 day of May, 2009 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 MSCA, LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns.

A remedial action ("Remedial Action") has been completed at the Property that is the subject of this Covenant. The Remedial Action conducted at the Property is described in the following document:

"Site Characterization and Cleanup Action Plan – Manito Shopping Center, Parcel Nos. 35322.0108 and 35322.0109, Spokane, Washington", LFR Inc., Project No. 027-30189-00

This document is on file at Ecology's Eastern Regional Office.

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This Covenant is required because the Remedial Action resulted in residual concentrations of VOCs and PAHs which exceed MTCA Method A Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, MSCA, LLC, is the fee owner of real property ("Property") in the County of Spokane, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

Parcel A:

That part of the Northwest Quarter of Section 32, Township 25 North, Range 43 E.W.M. in the City of Spokane, Spokane County, Washington, more particularly described as follows:

Beginning at a point on the East line of Grand Street, 311.40 feet South of the North line of the Northwest Quarter of said Section 32, and running thence in an Easterly direction along a straight line to a point on the East line of the said Northwest Quarter, 311.73 feet South of the Northeast corner of said Northwest Quarter; thence south along the East line of said Northwest Quarter, 50 feet South of the point of beginning; thence North along the East line of Grand Street to the point of beginning.

Parcel B:

Part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 25 North, Range 43, E.W.M. in the City of Spokane, Spokane County, Washington more particularly described as follows:

Beginning 362 feet South of the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 32; thence South 100 feet; thence West to a point in the East line of Grand Boulevard; thence North along the East line of Grand Boulevard 100 feet; thence east to the place of beginning, being known as the North 100 feet of the South 158 feet of Tract "B" of Cook's 4th Addition to Spokane and a tract or ground between said North 100 feet of the South 158 feet and the East line of Grand Boulevard.

MSCA, 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 ("Owner").

Section 1. The Property contains VOCs and PAHs within the West 150 feet of each of Spokane County Tax Parcel Nos. 35322.0108 and 35322.0109, which described area is under

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a parking lot, as detailed in the attached Exhibit A. The portion of the Property described above and depicted in Exhibit A are hereinafter referred to as the "Capped Area".

The Owner shall not alter, modify, or remove the existing structure[(s)] immediately above the Capped Area 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 Area 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.

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 except that the Owner need not give advance written notice to Ecology if the Owner leases a subunit of a building located outside of the Capped Area. 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 lessee 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.

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GRANTOR:

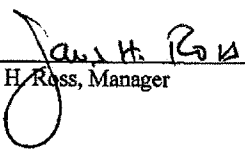
MANITO SHOPPING CENTER ASSOCIATES, LLC,
a Delaware limited liability company

By: Triple S. Properties LLC, Managing Member

By: Rossrock 98-01, LLC, Managing Member

By: Rossrock LLC, Managing Member

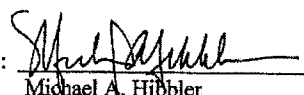
By:


James H. Ross, Manager

GRANTEE:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By:


Michael A. Hibbler

5/27/09

Section Manager, Toxics Cleanup Program

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STATE OF NEW YORK)
)
) : ss
County of New York)

On this 24th day of May, 2009, before me personally appeared JAMES H. ROSS, to me known to be the Manager of Triple S Properties LLC, Rossrock 98-01, LLC, and Rossrock, LLC, the Managing Members of MANITO SHOPPING CENTER ASSOCIATES, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Gina Fay
Notary Public

GINA FAY

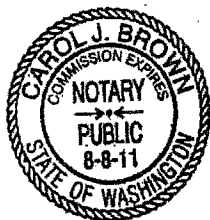
My commission expires 3-30-2013
3-30-2013

NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
LIC. #01FA6203027
MY COMMISSION EXPIRES 3-30-2013

STATE OF WASHINGTON)
)
) : ss
County of Spokane)

On this 27th day of May, 2009, before me personally appeared Michael A. Hibbler, to me known to be the Section Manager, Toxics Cleanup Program of STATE OF WASHINGTON DEPARTMENT OF ECOLOGY, the government entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said entity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

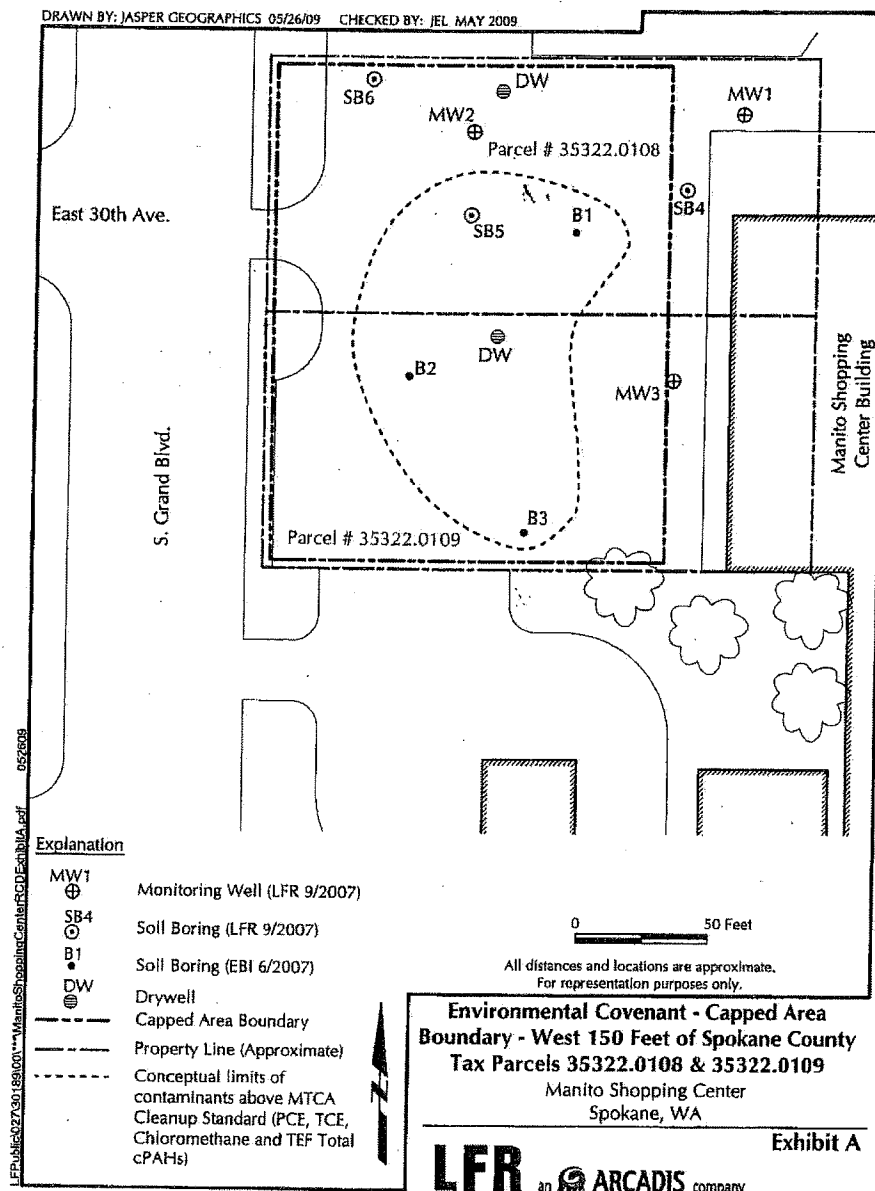


Carol J. Brown
Notary Public (Signature)

CAROL J. BROWN
(Print Name)

My commission expires: 8/8/11

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6.4 Photo log

Photo 1: Manito Shopping Center Site - from the northwest



Photo 2: Manito Shopping Center Site - from the south



Photo 3: Abandoned MW-2 - from the northeast



Photo 4: West Side of Site and Surrounding Properties – from the north



