

400 East Mill Plain Blvd., Suite 400 | Vancouver, WA 98660 | 360 694 2691 | www.maulfoster.com

July 10, 2017 Project No. 1114.01.02

Mr. Nicholas Acklam Washington State Department of Ecology PO Box 47775 Olympia, Washington 98504-7775

Re: Request for Amended Restrictive Covenant for the Schmid 32nd Street Property, Washougal, Washington Voluntary Cleanup Program Site Number SW1430

Dear Mr. Acklam:

On behalf of the City of Washougal (City), Maul Foster & Alongi, Inc., is requesting an amended restrictive covenant for the Schmid 32nd Street site, which is in the upland portion of the property located at 1411 32nd Street, Washougal, Washington (the property). Sampling results following remedial actions (RAs) conducted at the property in 2015 and compliance groundwater monitoring conducted in 2016 demonstrated that the cleanup activities had been effective. Environmental conditions have changed and restrictions outlined in the current restrictive covenant related to stormwater infiltration and groundwater use are no longer applicable.

#### BACKGROUND

The property was part of a large agricultural property until the mid-1930s and contained some residential buildings and outbuildings in its southeast portion. Light industrial use of the property by George Schmid & Sons, Inc. (GSSI) started in the 1950s, with the main shop/office building being constructed in the 1970s. On-site operations included heavy-equipment maintenance and repair, power washing, sandblasting, equipment storage, and administrative business operations. The operations on the property impacted soil and groundwater.

A remedial investigation and feasibility study (RI/FS) report issued in 2014 identified the impacts and defined the nature and extent of the site (MFA, 2014). The recommended alternative included a soil RA and a groundwater RA that were designed to meet the requirements of the Model Toxics Control Act (MTCA) (Revised Code of Washington 70.105D) and implementing regulations (Washington Administrative Code 173-340), as well as site-specific criteria established in the RI/FS report.

The soil RA was conducted in February and March 2015 and consisted of excavating and removing contaminated soils. The groundwater RA was conducted in August 2015 and

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consisted of in situ treatment by injection of an oxidizing agent. Details on the work completed are provided in the soil and groundwater RA completion reports (MFA, 2016a,c). The results of the RAs and a description of the condition of media at the site are provided below in the Current Conditions section.

As part of the RA, an environmental covenant (see Attachment A) was filed with Clark County on February 23, 2016,<sup>1</sup> because residual contamination remained on the property after completion of RAs. Specifically, the following principal contaminants remained on the property: vinyl chloride, benzene, and methane in soil vapors; and arsenic, diesel-range and lube-oil-range petroleum hydrocarbons in groundwater. Soil impacts were removed during the RA to below MTCA cleanup levels (CULs).

### **CURRENT CONDITIONS**

The sections below summarize current site conditions.

#### **Property Features**

The site, as defined in the RI/FS, is located on the property, which is in section DLC47 of township 1 north and range 4 east of the Willamette Meridian (see Figure 1). The property comprises a total of 17 acres and includes a former operational area (i.e., the upland portion) for GSSI, a construction company (approximately 5 acres), and the lower pasture area (approximately 12 acres) (see Figure 2). The site is in the former operational area of the property in the upland portion. The property is relatively flat, with a terrace separating the former operational area from the pasture, which borders the Washougal River. The property is bordered by 32nd Street to the east and the Washougal River to the west, with agricultural land to the southwest and residential areas to the north and southeast.

The property is currently vacant. An office, shop areas, wash pad, shed, aboveground and underground storage tanks, and other minor structures were demolished in 2010.

#### Soil

The RI/FS identified four areas of soil impacts on the property. The soil RA was completed in accordance with the RA work plan (MFA, 2015). Approximately 1,560 tons of soil was excavated and disposed of at a Resource Conservation and Recovery Act Subtitle D landfill in Hillsboro, Oregon. Analysis of confirmation samples collected from the extents of the excavations (along the side walls and the base of the excavations) indicate that soil contaminated above applicable MTCA Method A CULs was removed. Once removal of

<sup>&</sup>lt;sup>1</sup> Environmental covenant for tax parcel numbers 13188-0-000 (tax lot 160). Signed and acknowledged by R. Lawson, Washington State Department of Ecology, February 18, 2016. Recorded with Clark County, Washington, on February 23, 2016.

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contaminated soil was confirmed, clean backfill was placed and compacted in each excavation area, restoring grade to preexisting conditions.

#### Groundwater

Following the groundwater RA of in situ treatment by injection of an oxidizing agent, compliance quarterly groundwater monitoring was conducted consistent with the cleanup action plan. Samples collected and analyzed in four consecutive compliance quarterly monitoring events from all compliance monitoring wells post-RA did not detected total petroleum hydrocarbons or arsenic above MTCA Method A CULs of 0.5 milligram per liter (mg/L) and 0.005 mg/L, respectively (MFA, 2016b). Therefore, in accordance with Exhibit D of the environmental covenant (i.e., groundwater monitoring plan), the compliance groundwater monitoring was discontinued because the four consecutive monitoring events had produced results below CULs. The monitoring wells will be decommissioned now that the compliance monitoring objectives have been met.

#### Soil Vapor

Soil gas samples were collected during investigations conducted for the RI/FS. Analysis of a soil gas sample from the top 15 feet of soil in the fill material area detected the presence of volatile organic compounds and methane above MTCA screening levels. Should enclosed structures be built on the Property, the potential exists for vapors to intrude into buildings at unacceptable concentrations. Currently no structures are present on the site; however, as part of the redevelopment of the site as a park, a public restroom likely will be constructed. Therefore, it is possible that construction workers, commercial workers (e.g., maintenance crew), and recreationists will occupy the site at some time in the foreseeable future. If a building is constructed in the future in the upland portion of the property (i.e., the site), it could present a potential exposure pathway via inhalation of chemicals migrating in the vapor phase into the building.

#### FUTURE SITE PLANS

The City purchased the property in 2016 from the Schmid Family Limited Partnership. The City is currently evaluating plans for redevelopment of the property as a park. Permitted uses include parking, a playground, and sports courts in the upland portion of the property. Development in the lower pasture area likely will consist primarily of habitat restoration, paths, trails, and water access.

#### **ENVIRONMENTAL COVENANT**

The existing environmental covenant restricts certain activities and uses of the site to protect human health and the environment and the integrity of RAs conducted. The restrictions and Mr. Nicholas Acklam July 10, 2017 Page 4

requirements that currently apply at the site are related to interference with RA; stormwater facilities; vapor/gas controls; groundwater use; and monitoring.

Based on RAs, site conditions have changed and the following restrictions from Section 2 of the current environmental covenant will be removed: stormwater facilities, groundwater use, and monitoring (see Attachment A).

Because the RA did not address soil vapor impacts, the vapor/gas controls remain in the restrictive covenant. Therefore, any building or other enclosed structure constructed in the area of the property illustrated in Exhibit C of the Restrictive Covenant for vapor intrusion restrictions shall be constructed with slab-on-grade or perimeter raised foundations, including a sealed foundation (vapor barrier), and with a vapor/gas control system installed and maintained to prevent the migration of vapors/gas into the building or structure. Prior to construction, engineering plans of the proposed vapor barrier and vapor/gas control system must be submitted to the Washington State Department of Ecology for review and approval.

A draft environmental covenant that reflects the changes described above is included as Attachment B.

Please contact either one of us if you have any questions.

Sincerely,

Maul Foster & Alongi, Inc.

Emily Hess

Emily N. Hess, LG Project Geologist

7/10/17 Alan R. Hughes, LG Senior Geologist

Attachments: Limitations References Figures A—Current Environmental Covenant (recorded February 23, 2016) B—Proposed Draft Environmental Covenant

cc: Trevor Evers, City of Washougal

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The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

- MFA. 2014. Remedial investigation and feasibility study report: 32nd Street property. Prepared for George Schmid & Sons, Inc. Maul Foster & Alongi, Inc., Vancouver, Washington, October 17.
- MFA. 2015. 32nd Street property remedial action RFQ (work plan). Prepared for McDonald Excavating. Maul Foster & Alongi, Inc., Vancouver, Washington. January 12.
- MFA. 2016a. Soil remedial action completion report: Schmid 32nd Street property—remedial action. Prepared for George Schmid & Sons, Inc. Maul Foster & Alongi, Inc., Vancouver, Washington. January 21.
- MFA. 2016b. Letter (re: groundwater remedial action completion report for the 32nd Street property, Washougal, Washington, Voluntary Cleanup Program Site Number SW1430) to J. Cook, Washington State Department of Ecology, from E. Hess and A. Hughes, Maul Foster & Alongi, Inc., Vancouver, Washington. March 9.
- MFA. 2016c. Letter (re: quarterly compliance groundwater monitoring for the Schmid 32nd Street property, Washougal, Washington, Voluntary Cleanup Program Site Number SW1430) to N. Acklam, Washington State Department of Ecology, from A. Hughes and J. Maul, Maul Foster & Alongi, Inc., Vancouver, Washington. December 12.

# FIGURES







roduced By: rmaronn Approved By: jpounds Print Date: 5/11/2015





Source: Aerial photograph obtained from Esri ArcGIS Online.

# Figure 2 Property Overview

32nd Street Property City of Washougal Washougal, Washington



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Legend

Subject Property



# **APPENDIX A** CURRENT ENVIRONMENTAL COVENANT (RECORDED FEBRUARY 23, 2016)



# 5259101 COV RecFee - \$171.00 Pages: 49 - CAROLYN A SIMMS Clark County, WA 02/23/2016 01:39

#### WHEN RECORDED RETURN TO:

Carolyn A. Simms, Attorney at Law P.O. Box 169 Washougal, WA 98671

OCUMENT TITLE(S): Environmental Covenant				
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:				
<b>GRANTOR(S):</b> Schmid Family Limited Partnership I				
<b>GRANTEE(S):</b> State of Washington, Department of Ecology				
ABBREVIATED LEGAL DESCRIPTION:				
NE ¼ and SE ¼ of S8 T1N R4E of WM, a portion of the tract of land conveyed to the Schmid Family Limited Partnership I, by boundary line adjustment quit claim deed recorded under Auditor's File No. 3358804, records of said county.				
Additional legal is on pages 8-10				
<b>CAX PARCEL NUMBER(S):</b> 131880-000 (tax lot 160)				
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. MMMMM Signature of Requesting Party				

LPB 01-05

After Recording Return Original Signed Covenant to: Jason G. Cook, LG Toxics Cleanup Program Department of Ecology PO Box 47775 Olympia, Washington 98504-7775

## **Environmental Covenant**

Grantor: Schmid Family Limited Partnership I.

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

**Brief Legal Description:** A portion of the tract of land conveyed to The Schmid Family Limited Partnership I, by boundary line adjustment quit claim deed reordered under Auditor's File No. 3358804, records of said county, lying in the Northeast quarter and Southeast quarter of Section 8, Township 1 North, Range 4 East of the Willamette Meridian.

Tax Parcel Nos.: 131880-000 (Tax Lot 160)

Cross Reference: VCP Identification Number: SW1430

#### 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 George Schmid & Sons, Inc., Facility Identification Number 53281319. 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 conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present	
Soil Vapors	Vinyl chloride, benzene, and methane	
Groundwater	Arsenic, diesel-range and lube-oil-range petroleum hydrocarbons	

**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 Ecology.

- 1. Maul, Foster, and Alongi, Remedial Investigation and Feasibility Study 32nd Street Property, October 17, 2014.
- 2. Maul, Foster, and Alongi, Soil Remedial Action Completion Draft Report Schmid 32nd Street Property-Remedial Action, May 26, 2015.

3. Maul, Foster, and Alongi, Soil Remedial Action Completion Final Report Schmid 32nd Street Property-Remedial Action, October 29, 2015.

**e.** This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

f. The Grantor has entered a purchase and sale agreement with the City of Washougal to purchase the Property for development of a park.

#### COVENANT

Schmid Family Limited Partnership I, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

#### Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

**a.** Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

• In-situ chemical oxidation injections were completed in the former diesel underground storage tank area (UST) from August 10 to 12, 2015. No development shall occur in the groundwater restricted area (Exhibit C) that would prevent additional injections and monitoring well sampling prior to meeting cleanup levels without prior 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.

- There is no containment activities associated with the selected remedy. Until such time as cleanup levels are met in groundwater, groundwater use is not allowed within the groundwater restricted area shown on Exhibit C.
- No storm water infiltration facilities will be constructed in the area of groundwater restriction (see Section 2a).
- Any enclosed buildings will include construction of a vapor barrier (see Section 2b).

c. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation,

maintenance and monitoring of remedial actions and continued compliance with this Covenant.

**d.** Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

#### Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

#### a. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed within the area of the Property illustrated in Exhibit C for groundwater restrictions. All stormwater catch basins, conveyance systems, and other appurtenances located within the area illustrated on Exhibit C for groundwater restriction, to eliminate the potential for storm water infiltration to influence groundwater flow velocity or direction on the on the Property.

#### b. Vapor/gas controls.

Any building or other enclosed structure constructed within the area of the Property illustrated in Exhibit C for vapor intrusion restrictions shall be constructed with slab-on-grade or perimeter raised foundations including a sealed foundation (vapor barrier) and with a vapor/gas control system installed and maintained to prevent the migration of vapors/gas into the building or structure. Prior to construction, engineering plans of the proposed vapor barrier and vapor/gas control system must be submitted to Ecology for review and approval.

#### c. Groundwater use.

Groundwater in the groundwater restricted area shown on Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation until such time that Ecology confirms that groundwater monitoring shows that the groundwater in the groundwater restricted area meets MTCA Cleanup Levels. Drilling of a well for any water supply purpose is strictly prohibited in the groundwater restricted area. Groundwater extracted from the groundwater restricted area shown on Exhibit C for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

The wells required for monitoring as described in Exhibit D will not be removed until and unless Ecology confirms that groundwater monitoring shows that the groundwater in the groundwater restricted area meets MTCA Cleanup levels. If these wells are damaged or the surface completion requires alteration, the construction will be completed by a Washington State licensed Resource Protection Well Operator.

#### d. Monitoring.

Six groundwater monitoring wells are located on the Property to monitor the performance of the remedial action, or used to assess groundwater flow direction and gradient. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs. Monitoring shall be conducted in accordance with the Ecology-approved Groundwater Monitoring Plan included as Exhibit D.

#### 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 illustrated in Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [\_\_\_\_] AND RECORDED WITH THE CLARK COUNTY AUDITOR UNDER RECORDING NUMBER [\_\_\_\_]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Schmid Family Limited Partnership I	Environmental Covenants Coordinator
Carolyn A. Simms	Washington State Department of Ecology
PO Box 169	Toxics Cleanup Program
Washougal, WA 98671 (360) 833-2174	P.O. Box 47600
	Olympia, WA 98504 – 7600
City Administrator	(360) 407-6000
City of Washougal	ToxicsCleanupProgramHQ@ecy.wa.gov
1701 C Street	
Washougal, WA 98671	
(360) 835-8501	

#### Section 5. Modification or Termination.

**a.** Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

**b.** If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

**c.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, to the extent that they subsequently transfer their rights in the Property to another, agree to waive all rights to sign amendments to and sign termination of this Covenant.

#### Section 6. Enforcement and Construction.

**a.** This Covenant is being freely and voluntarily granted by the Grantor.

**b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

**c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

**d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

**f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

**g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this	1st	_day of _	February	_,20 <u>16</u> .
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Signature: Imma M. Schmed	-
By (printed): Emma M. Schmid	_
Title: Schmid Family Limited Partnership I	

#### CORPORATE ACKNOWLEDGMENT

STATE OF Washington COUNTY OF

On this <u>1st</u> day of <u>4bully</u>, 20<u>16</u>, I certify that <u>4mma M. Schmik</u> personally appeared before me, acknowledged that **he/she** is the <u>Gunral Pathen</u> 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.

CAROLYN SIMMS
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires Sept. 01, 2017

My anni
Notary Public in and for the State of Washington 15
Residing at Clark County
My appointment expires <u>9-1-2017</u>

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

STATE OF WASHINGTON DEPARTMENT QF ECOLOGY alle Signature: by: Rebecca S. Lawson, P.E., LHG Title: Section Manager

Toxics Cleanup Program Southwest Regional Office

Dated: 2/18/2016

#### STATE ACKNOWLEDGMENT

STATE OF Washington COUNTY OF Thurstor

On this <u>18</u><sup>th</sup> day of <u>February</u>, 20<u>16</u> I certify that <u>Rebecca 5</u>. Lawson personally appeared before me, acknowledged that **he/she** is the <u>Environmental Countent</u> Coordinator of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

J. Gadwa

Notary Public in and for the State of Washington

Residing at Olympia

CONNOTARY PUBLIC PUBLIC OF WASHING

My appointment expires Aptember 17, 2019

## Exhibit A

## LEGAL DESCRIPTION

Publication No. 15-09-054 (August 2015)

#### Title Order No.: 00151602

#### EXHIBIT "A"

Real property situated in the City of Washougal, Clark County, Washington, being a portion of that tract of land conveyed to The Schmid Family Limited Partnership I, by boundary line adjustment quit claim deed recorded under Auditor's File No. 3358804, records of said county, lying in the Northeast quarter and Southeast quarter of Section 8, Township 1 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of the C.C. Stiles Donation Land Claim; thence South 01°09'41" West along the East line of said C.C. Stiles Donation Land Claim a distance of 955.55 feet to the Easterly projection of the North line of that parcel conveyed to Peter Hasselberg by warranty deed recorded under Volume 88, page 466, records of said county; thence North 88°18'19" West along said Easterly projection a distance of 30.00 feet to the Northeast corner of said Volume 88, page 466, being a point on the westerly right of way line 32<sup>nd</sup> Street; thence continuing North 88°18'19" West along said North line a distance of 158.98 feet to the Northwest corner thereof, said point being the Point of Beginning; thence along the West line of said Hasselberg parcel the following courses:

South 38°23'41" West a distance of 62.10 feet; thence South 40°36'41" West a distance of 100.00 feet; thence South 27º48'41" West a distance of 195.00 feet; thence South 45°35'41" West, a distance of 50.00 feet; thence South 57°55'41" West a distance of 150.00 feet; thence South 69°33'41" West a distance of 201.10 feet to the Southwest corner thereof, also being a point on the North line of Riverside Addition to Washougal recorded in Book C of plats, page 46, records of said county; thence North 88°50'19" West along said North line a distance of 121.17 feet to an angle point on the East line of Lot 4 as shown on short plat recorded in Book 1 of plats, page 785, records of said county; thence North 01°27'41" East along said East line a distance of 85.00 feet to the Northeast corner thereof; thence North 88°50'19" West along the North line of said Lot 4 a distance of 84.66 feet to the West line of said Schmid Family Limited Partnership I parcel; thence North 01°27'41" East along said West line a distance of 1002.84 feet to the Northwest corner thereof, also being a point on the South line of that tract of land conveyed to George W. Charters and Christine Charters by gift guit claim deed recorded under Auditor's File No. G 494545, records of said county; thence South 89°23'57" East along said South line and the South line of that tract land conveyed to Emma M. Schmid by guit claim deed recorded under Auditor's File No. 3781370, records of said county, a distance of 350.01 feet to the Southeast corner of said Emma M. Schmid tract: thence North 24°04'45" East along the East line of said Schmid tract a distance of 236.61 feet to an angle point therein; thence North 72°16'37" East along the South line of said Schmid parcel and the South line of that tract of land conveyed to Mary F. Hargrave and Alan F. Hargrave, recorded under Auditor's File No. 3848057, records of said county, a distance of 117.01 feet to an angle point therein; thence North 85°45'23" East along said South line a distance of 255.32 feet to the westerly right of way line of 32<sup>nd</sup> Street and being a point on an arc of a 984.88 foot radius non-tangent curve; thence along said westerly right of way line the following courses:

From a tangent bearing of South 08°03'26 " East, along said curve to the left, through a central angle of 06°47'54", an arc distance of 116.86 feet; thence South 14°51'19" East a distance 96.70 feet to the point of curvature of a 925.30 foot radius curve; thence along said curve to the right through a central angle of 16°01'00", an arc distance of 258.66 feet; thence South 01°09'41" West a distance of 267.47 feet to the North line of Auditor's

File No. 9801270217;

Thence leaving said Westerly right of way line North 88°18'19" West along said North line distance of 73.11 feet; thence North 11°55'10" East a distance of 34.29 feet; thence North 76°33'08" West a distance of 40.42 feet; thence South 66°41'30" West a distance of 9.40 feet; thence South 20°16'09" West a distance of 185.30 feet; thence South 51°36'19" East a distance of 20.65 feet to the Point of Beginning.

EXCEPT that portion lying within the lines of ordinary high water of Washougal River.



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## Exhibit B

## PROPERTY MAP





Source: Aerial photograph obtained from Esri ArcGIS Online.

# Exhibit B Property Overview

32nd Street Property George Schmid and Sons, Inc. Washougal, Washington



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Subject Property



## Exhibit C

## MAP ILLUSTRATING LOCATION OF RESTRICTIONS



# Source: Aerial photograph obtained from Esri ArcGIS Online.

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# Legend

Monitoring Wells



Groundwater Intrusion Restrictions

Vapor Intrusion Restrictions

Subject Property

# Exhibit C Location of Restrictions

32nd Street Property George Schmid and Sons, Inc. Washougal, Washington



## Exhibit D

GROUNDWATER COMPLIANCE MONITORING PLAN



400 East Mill Plain Blvd., Suite 400 | Vancouver, WA 98660 | 360 694 2691 | www.maulfoster.com

October 29, 2015 Project No. 0564.02.03

Jason Cook Washington State Department of Ecology PO Box 47600 Olympia, Washington 98504-7600

Re: Groundwater Compliance Monitoring Plan for George Schmid & Sons, Inc. 32nd Street Property

Dear Mr. Cook:

On behalf of George Schmid & Sons, Inc. (GSSI), Maul Foster & Alongi, Inc., has prepared this groundwater compliance monitoring plan (CMP) for the 32nd Street Property located at 1141 32nd Street, Washougal, Washington (the Property). GSSI completed the soils portion of a remedial action for the Property in early 2015. Groundwater in situ injections were completed in August 2015, completing the remedial actions for the Property.

#### BACKGROUND

The Property was part of a large agricultural property until the mid-1930s and contained some residential buildings and outbuildings near its southeast portion. Starting in the mid-1930s, the Property was used for agricultural and residential purposes. Light industrial use of the Property by GSSI started in the 1950s, with the main shop/office building constructed in the 1970s. Most of the remaining structures were constructed in the 1990s. On-site operations included heavy-equipment maintenance and repair, power washing, sandblasting, equipment storage, and administrative business operations. All structures were removed from the Property by 2010.

The owner completed a remedial investigation and feasibility study for the Property. Soil and groundwater impacts on the Property were identified. Impacted soil was removed at four locations on the Property. Groundwater impacts identified near the location of a former diesel underground storage tank (UST) have recently been treated using in situ injections.

#### GROUNDWATER REMEDIAL ACTION

From August 10 to 12, 2015, in situ groundwater treatment by injection of an oxidizing agent was applied to the contaminant plume, located in the vicinity of the former diesel UST. In total, there were 18 injection points covering an area of 1,800 square feet near the former diesel UST. The injection points were advanced to a depth of 26 feet, with the treatment interval from 12 to 26 feet. Regenesis Advanced Oxygen Release Compound (ORC Advanced®) were used to

Jason Cook October 29, 2015 Page 2

enhance bioremediation of hydrocarbon contamination in groundwater. It is anticipated that one round of injections will be necessary. It is likely that after the injections, multiple years will be required for all groundwater contamination to reach levels below Model Toxics Control Act (MTCA) cleanup levels (CULs).

#### GROUNDWATER MONITORING PLAN

Groundwater monitoring will be conducted at and downgradient of two source areas (i.e., the former diesel UST and the former fill area) at conditional points of compliance. The diesel UST area has been established as MW02, MW03, and MW07, and the fill area as MW04, MW05, and MW06 (see the attached figure). The conditional points of compliance have been established to confirm that contaminant concentrations are stable or declining in both areas (see the attached figure).

Groundwater samples will be collected using industry standard, low-flow purge methodology, consistent with the attached Sampling and Analysis Plan. The groundwater samples will be analyzed for indicator hazardous substances: diesel-range organics (DRO), residual-range organics (RRO; e.g., lube-oil-range organics), and arsenic. Dissolved oxygen and the redox potential parameters in groundwater will be monitored to evaluate the aerobic conditions and the effectiveness of the in situ injections near the former diesel UST.

#### GROUNDWATER MONITORING SCHEDULE

Initially, groundwater monitoring will be conducted on a quarterly basis in the three wells associated with each area of the site (former diesel UST and fill areas). Ecology will consider reducing the monitoring frequency if stable or declining trends are observed. If the combined concentrations of DRO and RRO hydrocarbons<sup>1</sup> and arsenic in groundwater in either area are below the MTCA Method A CUL (500 micrograms per liter [ug/L] and 5.0 ug/L, respectfully) for four consecutive quarterly monitoring events, then groundwater compliance monitoring in that area will be discontinued. Quarterly samples will be collected in April, July, October, and January. The first scheduled sampling event is January 2016.

Depth-to-water measurements will be taken in all six monitoring wells to assess groundwater flow direction and gradient.

#### GROUNDWATER REPORTING

After each groundwater monitoring event, a brief letter report will be prepared and submitted to Ecology approximately 30 days after receipt of the final data from the analytical laboratory.

<sup>&</sup>lt;sup>1</sup> T. Nord. Determining compliance with Method A cleanup levels for diesel and heavy oil. Implementation memorandum #4. Publication 04-09-086. Washington State Department of Ecology. June 2004.

 $<sup>\</sup>label{eq:construction} Report\ G - Restrictive\ Covenant\ Exhibit\ D - GW Monitoring\ Plan\ GWMonitoring\ Plan\ 10.29.15.dox$ 

Project No. 0654.02.03

Jason Cook October 29, 2015 Page 3

The letter reports will summarize the groundwater analytical results and show the potentiometric groundwater surface. The analytical data will be uploaded to Ecology's Environmental Information Management database system.

If you have any questions regarding this proposed groundwater CMP, please contact me.

Sincerely,

Maul Foster & Alongi, Inc.

Alan R. Hughes, LO

Senior Geologist

Attachment: Figure Sampling and Analysis Plan

cc: Cindy Schmid, George Schmid & Sons, Inc.

# FIGURE







# Figure Monitoring Well Locations and Potentiometric **Groundwater Surface** (July 2014)

32<sup>nd</sup> Street Property George Schmid & Sons, Inc. Washougal, Washington

### Legend

- Monitoring Well Location (with Groundwater Elevation)
- Abandoned Monitoring Well Location (with ø Groundwater Elevation)
- Groundwater Elevation Contour (in feet NAVD88)



Former Diesel UST Pit Subject Property



Groundwater Flow Direction

Note: Potentiometric surface was generated when monitoring well MW01 was still present.



Source: Aerial photograph obtained from Esri ArcGIS Online



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# ATTACHMENT

# SAMPLING AND ANALYSIS PLAN



# SAMPLING AND ANALYSIS PLAN

32ND STREET PROPERTY



Prepared for GEORGE SCHMID & SONS, INC. WASHOUGAL, WASHINGTON

Revised January 21, 2016 Project No. 0564.02.04

Prepared by Maul Foster & Alongi, Inc. 400 E Mill Plain Blvd., Suite 400, Vancouver WA 98660

## SAMPLING AND ANALYSIS PLAN

32ND STREET PROPERTY The material and data in this plan were prepared under the supervision and direction of the undersigned.

MAUL FOSTER & ALONGI, INC.

Emily Hess, GIT Staff Geologist

Alan R. Hughes, LG Senior Geologist
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FIELD SAMPLING DATA SHEET FORM

# TABLES AND ILLUSTRATIONS

FOLLOWING PLAN:

TABLES

- 1 MONITORING WELL SUMMARY
- 2 SAMPLE ANALYSIS, HANDLING SUMMARY, AND REPORTING LIMITS

COC DRO Ecology FSDS GSSI IDW IHS LCS MFA MS/MSD MTCA NWTPH ORP Property QA QC RRO SA SAP SDG USEPA UST	chain of custody diesel-range organics Washington State Department of Ecology field sampling data sheet George Schmid & Sons, Inc. investigation-derived waste indicator hazardous substance laboratory control sample Maul Foster & Alongi, Inc. matrix spike/matrix spike duplicate Model Toxics Control Act Northwest Total Petroleum Hydrocarbons oxygen-reduction potential 1411 32nd Street, Washougal, Washington quality assurance quality control residual-range organics Specialty Analytical, Inc. sampling and analysis plan sample delivery group U.S. Environmental Protection Agency underground storage tank
UST	underground storage tank
WAC	Washington Administrative Code
	0

# INTRODUCTION

Maul Foster & Alongi, Inc. (MFA) has prepared this sampling and analysis plan (SAP) consistent with the requirements of Washington Administrative Code (WAC) 173-340-820 for George Schmid & Sons, Inc. (GSSI) to guide the collection of groundwater samples during monitoring activities for the 32nd Street Shop/Office property, 1411 32nd Street, Washougal, Washington (the Property). The Property historically was used by GSSI for heavy equipment maintenance and repair, power washing, sandblasting, equipment storage, and administrative business operations. GSSI operated on the Property from approximately the 1950s until early 2000. The Property is owned by the Schmid Family Limited Partnership I.

The Property is listed on Washington State Department of Ecology's (Ecology) database as Facility Site ID 14687 and is site number SW1430 of Ecology's Voluntary Cleanup Program. GSSI completed a remedial action for soil on the Property in March 2015 and in situ injections for groundwater treatment in August 2015. This SAP describes procedures for collection, preservation, and analysis of groundwater samples at the Property for compliance monitoring.

This SAP has been prepared consistent with the requirements of Ecology's Guidance on Sampling and Data Analysis Methods (Ecology, 1995) and Guidance for Preparing Quality Assurance Project Plans for Environmental Studies (Ecology, 2004), and the 1993 Model Toxics Control Act (MTCA) (WAC Chapter 173-340).

# 1.1 Compliance Monitoring Objectives

The primary objective of this SAP is to establish procedures for the collection of data of sufficient quality to monitor groundwater quality at two areas of the Property—the fill area and the former diesel underground storage tank (UST) area. Indicator hazardous substances (IHSs) in groundwater are diesel-range organics (DRO) and residual-range organics (RRO; e.g., lube-oil-range organics) near the former diesel UST, and arsenic beneath the fill material.

This SAP is meant to facilitate collection of reliable data about physical, environmental, and chemical conditions at the Property in support of monitoring remedial actions implemented at the Property to protect human health and the environment. It provides a consistent set of sampling and analysis procedures. If an unforeseen change in methodology requires modification to this SAP, an addendum may be prepared that describes the specific revision(s). Procedures are provided that will direct the investigation process so that the following conditions are met:

- Data collected are of high quality, representative, and verifiable.
- Use of resources is cost effective.
- Data can be used by GSSI and Ecology to support groundwater compliance monitoring.

This SAP describes methods for sampling groundwater, decontaminating equipment, and managing investigation-derived waste (IDW). It also includes procedures for collecting, analyzing, evaluating, and reporting usable data. This SAP includes all currently foreseen methods for analysis of groundwater samples, as well as quality assurance (QA) procedures for field activities, sampling QA and quality control (QC) procedures, and data validation.

# 2 ACCESS AND SITE PREPARATION

MFA personnel will notify GSSI, the Schmid Limited Family Partnership I, and the Ecology project manager a minimum of 48 hours before beginning each sampling event at the Property. Access to the Property is allowed at all reasonable times for the purpose of overseeing work performed.

# **3** GROUNDWATER SAMPLING

## 3.1 Procedure

Sampling methods will be designed to collect samples representative of in situ groundwater. Groundwater samples will be collected from monitoring wells according to standard low-flow sampling techniques. Groundwater samples will be collected from the middle of the screened interval or, if the water level is below the top of the screen, from the middle of the water column. Table 1 provides information pertaining to the monitoring well locations and the corresponding measuring point elevation, depth to bottom, and approximate screened interval. Groundwater samples will be extracted using a peristaltic pump and dedicated tubing if head levels allow use of a suction lift pump. In the event that the head level falls below the peristaltic pump capability, a double-check valve disposable bailer will be used for purging and sample collection.

Before collection of groundwater samples, the water level will be measured and the well will be purged. Each well will be purged prior to sampling, using a peristaltic pump with new, disposable tubing at a flow rate of 0.1 to 0.4 liter per minute. Water levels will be monitored regularly during purging, and drawdown will be kept at a minimum (<0.3 foot), as applicable. Note that monitoring well MW03 has been purged dry in the past because of a slow recharge rate. If wells are purged dry, they will be sampled within 24 hours, during which time they will be allowed to recharge.

Groundwater parameters will be measured periodically (every five to ten minutes) during purging to evaluate conditions. The following water quality parameters will be measured with a multiparameter, handheld meter and will be recorded: temperature, pH, specific conductance, dissolved oxygen, oxygen-reduction potential (ORP), and turbidity. Groundwater samples will be collected after consecutive readings indicate that the system is stable, in that the parameters have stabilized as follows: temperature within 0.1 degree Celsius; pH within 0.1 standard units; specific conductance, dissolved oxygen, and ORP within 10 percent; and turbidity below 10 nephelometric turbidity units.

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Groundwater will be pumped directly into laboratory-supplied containers specific to the analysis required.

## 3.2 Nomenclature

Groundwater samples will be labeled with a prefix to indicate the location identification number and a six-digit date. For example, a groundwater sample collected from MW03 with a screen from October 18, 2015, will have the sample number MW03-101815.

Duplicate groundwater samples will replace the location number with "DUP" and the sample will have the same sample time as the primary sample. A duplicate sample of the abovementioned sample would appear as MWDUP-101815.

Samples will be documented on a field sampling data sheet (FSDS) (see the appendix); documentation will include the equipment used, water parameters (i.e., temperature, specific conductance, pH, dissolved oxygen, redox potential, and turbidity), water levels, and the amount of water purged before sampling.

# 3.3 Laboratory Analyses for Groundwater Samples

Table 2 provides information pertaining to groundwater sampling and analysis methods and requirements. Groundwater samples from the six monitoring wells will be analyzed using the following methods:

- DRO and RRO by the Northwest Total Petroleum Hydrocarbons (NWTPH) Method NWTPH-Dx
- Total arsenic by U.S. Environmental Protection Agency (USEPA) Method 6020

# 3.4 Equipment Cleaning and Decontamination

Decontamination fluids will be transferred to 55-gallon drums approved by the Washington State Department of Transportation and will be managed according to the procedures outlined in Section 3.5. Monitoring equipment will be decontaminated on site and between sampling locations. Decontamination will consist of the following:

- Distilled-water rinse
- Nonphosphate detergent wash, consisting of a dilute mixture of Liqui-Nox and distilled water
- Final distilled-water rinse

Before the electronic meter used to measure water levels is used at the Property it will be decontaminated as described above, including the section of water-level line that will enter the well. The portion of the water-level detector that enters the water (the tip) will also be decontaminated after use in each well.

# 3.5 Management of Investigation-Derived Waste

IDW will include purged groundwater and decontamination fluids. IDW generated during monitoring well sampling will be contained in 55-gallon drums in a designated, secured area on the Property, pending analytical results. Analytical data from the groundwater sampling activities previously described will be used for waste characterization. Each drum will be properly labeled with a waste management drum number, the source of the water, the volume of material, and the date of collection. After the work is complete and analytical results are received, liquids will be evaluated and disposed of appropriately based on the analytical results from the groundwater samples.

# 4 ANALYTICAL METHODS

# 4.1 Chemicals of Interest

The following chemicals have been identified as IHSs: DRO and RRO in the former diesel UST area and arsenic in the fill area.

# 4.2 Laboratory Test Methods and Reporting Limits

In accordance with the QA/QC requirements set forth in this SAP, Specialty Analytical, Inc. (SA) of Clackamas, Oregon, will perform the following analyses using the methods specified: DRO and RRO by NWTPH-Dx and arsenic by USEPA Method 6020.

# 4.3 Quality Assurance and Quality Control Samples Generated in Field

To ensure that field samples and quantitative field measurements are representative of the media collected and conditions being measured, sample collection and measurement methods will follow procedures documented in Section 3. QC samples collected in the field include field duplicates. Duplicate field samples will be submitted blind to the laboratory. Field QC samples will be clearly identified on the FSDSs. Field duplicates indicate overall precision in both field and laboratory procedures.

Field equipment rinsate blanks will not be required, as all samples will be collected using dedicated, single-use equipment. Trip blanks will not be required because analytes do not include volatile organic compounds.

# 4.4 Laboratory Operations

In the laboratory, QC samples will include matrix spike/matrix spike duplicate (MS/MSD) samples, laboratory control samples (LCSs), surrogate spike samples, and method blanks, as well as other QC samples and procedures as required by the individual methods.

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# 4.5 Sample Containers, Preservation, and Handling

## 4.5.1 Preservation

Groundwater samples for DRO and RRO will be collected in unpreserved, 1-liter, amber glass bottles. Water samples for arsenic analysis will be collected in sulfuric-acid-preserved, 500-milliliter, polyethylene bottles. The samples will be stored in iced coolers at 4 degrees  $\pm 2$  Celsius. Sample containers will be supplied by the analytical laboratory.

# 4.5.2 Sample Packaging and Shipping

Samples will be stored in iced shipping containers or a refrigerator designated for samples, and then transported by courier to SA in iced shipping containers.

# 4.6 Sample Custody

Sample custody will be tracked from point of origin through final analysis and disposal, using a chainof-custody (COC) form, which will be filled out with the appropriate sample and analytical information as soon as possible after samples are collected. For purposes of this work, custody will be defined as follows:

- In plain view of MFA field representatives
- Inside a cooler that is in plain view of MFA field representatives
- Inside any locked space such as a cooler, refrigerator (in MFA office), or MFA or SA vehicle to which the MFA or SA representatives have the only available key(s)

The following items will be recorded on the COC form:

- Project name
- Project number
- MFA project manager
- Sampler name(s)
- Sample number, date and time collected, media, number of bottles submitted
- Requested analyses for each sample
- Type of data package required
- Turnaround requirements
- Signature, printed name, organization name, date, and time of transfer of all persons having custody of samples

• Additional instructions or considerations that would affect analysis (e.g., nonaqueous layers, archiving)

Persons in possession of the samples will be required to sign and date the COC form whenever samples are transferred between individuals or organizations. The COC will be included in the shipping containers with the samples. The laboratory will implement its in-house custody procedures, which begin when sample custody is transferred to laboratory personnel.

At the analytical laboratory, a designated sample custodian will accept custody of the received samples and will verify that the COC form matches the samples received. The shipping container or set of containers is given a laboratory identification number, and each sample is assigned a unique sequential identification number that includes the original shipping container identification number.

# 4.7 Field Instrumentation

Field instruments will be used during the investigations. The following field equipment will require calibration before use and periodically during sampling activities:

- pH meter
- Conductivity meter
- Dissolved-oxygen meter
- ORP meter
- Turbidity meter
- Thermometer
- Electronic water-level probe

Field-instrument calibration and preventive maintenance will follow the manufacturers' guidelines, and any deviation from the established guidelines will be documented. Generally, field instruments will be calibrated daily before work begins. Field personnel may decide to calibrate more than once a day if inconsistent or unusual readings occur, or if conditions warrant more frequent calibration. Calibration activities will be recorded in instrument-specific logbooks or field notebooks.

# 4.7.1 Field Calibration

Calibration procedures, calibration frequency, and standards for measurement will be conducted according to manufacturers' guidelines. To ensure that field instruments are properly calibrated and remain operable, the following procedures will be used, at a minimum:

- Operation, maintenance, and calibration will be performed in accordance with the instrument manufacturers' specifications.
- All standards used to calibrate field instruments will meet the minimum requirements for source and purity recommended in the equipment operation manual. Standards will be used before any expiration dates that may be printed on the bottle.

- Acceptable criteria for calibration will be based on the limits set in the operations manual.
- All users of the equipment will be trained in the proper calibration and operation of the instrument.
- Field instruments will be inspected before they are taken to the Property.
- Field instruments will be calibrated at the start and end of each work period. Meters will be recalibrated, as necessary, during the work period.
- Calibration procedures (including time, standards used, and calibration results) will be recorded in a field notebook. Although not reviewed during routine QA/QC checks, the data will be available if problems are encountered.

## 4.7.2 Preventive Maintenance

Preventive maintenance of field instruments and equipment will follow the operations manuals. A schedule of preventive-maintenance activities will be followed to minimize downtime and ensure the accuracy of measurement systems.

# 4.8 Laboratory Instrumentation

Specific laboratory instrument calibration procedures, frequency of calibration, and calibration standards will be prepared according to the method requirements as developed by the USEPA, following procedures presented in SW-846 (USEPA, 1986).

# 4.9 Laboratory Calibration and Preventive Maintenance

The laboratory calibration ranges specified in SW-846 (USEPA, 1986) will be followed.

Preventive maintenance of laboratory equipment will be the responsibility of the laboratory personnel and analysts. This maintenance includes routine care and cleaning of instruments and inspection and monitoring of carrier gases, solvents, and glassware used in analyses. The preventive-maintenance approach for specific equipment will follow the manufacturers' specifications and good laboratory practices.

Precision and accuracy data will be examined for trends and excursions beyond control limits to determine evidence of instrument malfunction. Maintenance will be performed when an instrument begins to change, as indicated by the degradation of peak resolution, shift in calibration curves, decrease in sensitivity, or failure to meet any of the QC criteria.

# 4.10 Laboratory Quality Assurance and Quality Control Checks

USEPA Method 6020 and NWTPH-Dx include specific instructions for the analysis of QC samples and the completion of QC procedures during sample analysis. These QC samples and procedures verify that the instrument is calibrated properly and remains in calibration throughout the analytical sequence, and that the sample preparation procedures have been effective and have not introduced contaminants into the samples. Additional QC samples are used to identify and quantify positive or negative interference caused by the sample matrix. The following laboratory QC procedures are required for most analytical procedures:

- **Calibration Verification**—Initial calibration of instruments will be performed at the start of the project or sample run, as required, and when any ongoing calibration does not meet control criteria. The number of points used in the initial calibration is defined in the analytical method. Continuing calibration will be performed as specified in the analytical method to track instrument performance. If a continuing calibration does not meet control limits, analysis of project samples will be suspended until the source of the control failure is either eliminated or reduced to within control specifications. Any project samples analyzed while the instrument was outside of control limits will be reanalyzed.
- **Method Blanks**—Method blanks are used to assess possible laboratory contamination of samples associated with all stages of preparation and analysis of samples and extracts. The laboratory will not apply blank corrections to the original data. A minimum of one method blank will be analyzed for every sample extraction group, or one for every 20 samples, whichever is more frequent.
- **MS/MSD Samples**—MS samples are analyzed to assess the matrix effects on the accuracy of analytical measurements. A minimum of one MS will be analyzed for each sample delivery group (SDG), or one for every 20 samples, whichever is more frequent. Because the spike is a duplicate sample, it measures the quality of laboratory preparatory techniques and the heterogeneity of the sample.
- Surrogate Spike Compounds—Surrogate spikes are used to evaluate the recovery of an analyte from individual samples. All project samples to be analyzed for organic compounds will be spiked with appropriate surrogate compounds as defined in the analysis method. Recoveries determined using these surrogate compounds will be reported by the laboratory; however, the laboratory will not correct sample results using these recoveries.
- **LCSs**—Although not required by the referenced methods, the laboratory will analyze LCSs. One LCS will be analyzed for every SDG, or one for every 20 samples, whichever is more frequent. The source of the LCS must be included in the data package.

# 4.11 Field Quality Control

Field duplicates are collected to measure sampling and laboratory precision. Field duplicates will be collected for groundwater samples collected from monitoring wells, and will be prepared by the sampling personnel in the field and submitted to the laboratory. At least one duplicate sample will be collected during each sampling event.

# 4.12 Data Reduction, Validation, and Reporting

The analytical laboratory will submit analytical data packages that include laboratory QA/QC results to permit independent and conclusive determination of data quality. Data quality will be determined

by MFA, using the data evaluation procedures described in this section. The results of the MFA evaluation will be used to determine if the project data quality objectives have been met.

## 4.12.1 Field Data Reduction

Daily internal QC checks will be performed for field activities. Checks will consist of reviewing field notes to confirm that the specified measurements, calibrations, and procedures are being followed. The need for corrective action will be assessed on an ongoing basis, in consultation with the project manager.

# 4.12.2 Laboratory Evaluation

Initial data reduction, evaluation, and reporting at the analytical laboratory will be carried out as described in USEPA SW-846 manuals for organic analyses (USEPA, 1986), as appropriate. Additional laboratory data qualifiers may be defined and reported to further explain the laboratory's QC concerns about a particular sample result. All additional data qualifiers will be defined in the laboratory's case narrative reports associated with each case.

## 4.12.3 Data Deliverables

Laboratory data deliverables are listed below. Electronic deliverables will contain the same data that are presented in the hard-copy report.

- Transmittal cover letter
- Case narrative
- Analytical results
- COC
- Surrogate recoveries
- Method blank results
- MS/MSD results
- Laboratory duplicate results

## 4.12.4 MFA Evaluation

#### 4.12.4.1 Data Quality Assurance and Quality Control Review

MFA will evaluate the laboratory data for precision, completeness, accuracy, and compliance with the analytical method. MFA will review data and assign data qualifiers to sample results, following applicable sections of the USEPA procedures for organics data review (USEPA, 1986, 1994).

Data qualifiers, as defined by the USEPA, are used to classify sample data according to their conformance to QC requirements. The most common qualifiers are listed below:

• J—Estimate, qualitatively correct but quantitatively suspect.

R:\0564.02 Schmid Family\Report\03\_2016.01.21 Revised Final Completion Report\Appendix G - Restrictive Covenant\Exhibit D - GW Monitoring Plan\Attach - SAP\Rf\_SAP Schmid 32nd St.docx

- R—Reject, data not suitable for any purpose.
- U—Not detected at a specified reporting limit.

Poor surrogate recovery, blank contamination, or calibration problems, among other things, can cause the sample data to be qualified. Whenever sample data are qualified, the reasons for the qualification will be stated in the data evaluation report.

QC criteria not defined in the guidelines for evaluating analytical data are adopted, where appropriate, from the analytical method.

The following information will be reviewed during data evaluation, as applicable:

- Sampling locations and blind sample numbers
- Sampling dates
- Requested analysis
- COC documentation
- Sample preservation
- Holding times
- Method blanks
- Surrogate recoveries
- MS/MSD results
- Laboratory duplicates (if analyzed)
- Field duplicates
- LCSs
- Method reporting limits above requested levels
- Any additional comments or difficulties reported by the laboratory
- Overall assessment

The results of the data evaluation review will be summarized for each data package. Data qualifiers will be assigned to sample results on the basis of USEPA guidelines, as applicable.

#### 4.12.4.2 Data Management and Reduction

MFA uses EQuIS to manage all laboratory data. The laboratory will provide the analytical results in electronic EQuIS-deliverable format. Following data evaluation, data qualifiers will be entered into the EQuIS database.

Data may be reduced to summarize particular data sets and to aid interpretation of the results. Statistical analyses may also be applied to results. Data reduction QC checks will be performed on all hand-entered data, any calculations, and any data graphically displayed. Data may be further reduced and managed using one or more of the following computer software applications:

- Microsoft® Excel® (spreadsheet)
- EQuIS (database)

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- AutoCad and/or Arc GIS (graphics)
- USEPA ProUCL (statistical software)

# D REPORTING

After the data are received, MFA will generate a data report, which will summarize and screen the data against the MTCA Method A cleanup levels. Estimates of the groundwater potentiometric surface and extent of groundwater contamination will be provided, as well as work-product documentation (e.g., data validation reports).

Consistent with Ecology's Policy 840, the groundwater analytical data will be uploaded to Ecology's environmental information management system.

The services undertaken in completing this plan were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This plan is solely for the use and information of our client unless otherwise noted. Any reliance on this plan by a third party is at such party's sole risk.

Opinions and recommendations contained in this plan apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this plan.

Ecology. 1995. Guidance on sampling and data analysis methods. Publication No. 94-49. Washington State Department of Ecology Toxics Cleanup Program. January.

Ecology. 2004. Guidance for preparing quality assurance project plans for environmental studies. Publication No. 04-03-030. Washington State Department of Ecology. July.

USEPA. 1986. Test methods for evaluating solid waste: physical/chemical methods. EPA 530/SW-846. U.S. Environmental Protection Agency, Office of Solid Waste and Emergency Response. September (update 1, July 1992; update 2a, August 1993; update 2, September 1994; update 2b, January 1995).

USEPA. 1994. USEPA contract laboratory program, national functional guidelines for inorganics data review. EPA 540/R-94/013. U.S. Environmental Protection Agency, Office of Emergency and Remedial Response. February.

# TABLES



#### Table 1 Monitoring Well Summary 32nd Street Property Washougal, Washington

Monitoring Well	Measuring Point Elevation (ft NAVD)	Elevation Depth to Bottom <sup>®</sup>			
Former Diesel	UST Area	•			
MW02	88.88	28.07	17.75-27.75		
MW03	87.74	32.85	22.75-32.75		
MW07	65.97	19.29	9-19		
Fill Area					
MW04	86.74	29.78	19.5-29.5		
MW05	63.30	18.77	8.5-18.5		
MW06	61.06	17.95	7.75-17.75		
NOTES:					

ft MPE = feet below measuring point elevation.

ft NAVD = in feet North American Vertical Datum of 1988.

UST = underground storage tank.

<sup>a</sup>Depth-to-bottom measurements recorded on September 16, 2015, for MW02, MW03, and MW07 and on March 19, 2014, for MW04, MW05, and MW06.

# Table 2Sample Analysis, Handling Summary, and Reporting Limits32nd Street PropertyWashougal, Washington

Analyte	Analytical Method	Suggested Volume	Container	Preservative	Holding Time from Collection	Estimated Number of Samples per Sampling Event	Estimated Number of Field Duplicates per Sampling Event	Method Reporting Limit
Arsenic	USEPA 6020	500 ml	polyethylene	HNO₃ to pH<2, and Cool, 4°C	Six months	6	1	1 ug/L
DRO and RRO	NWTPH-Dx	1000 ml	amber glass	Cool, 4°C	Seven days	6	1	200 ug/L
NOTES: Number of samples may increase or decrease, based on field observations and screening data. °C = degrees Celsius. DRO = diesel-range organics. HNO <sub>3</sub> = nitric acid. ml = milliliter. NWTPH = Northwest Total Petroleum Hydrocarbons. RRO = residual-range organics. ug/L = micrograms per liter. USEPA = U.S. Environmental Protection Agency.								

# **APPENDIX** FIELD SAMPLING DATA SHEET FORM





#### Water Field Sampling Data Sheet

Client Name:		Sample Location:	
Project #:		Staff:	
Project Name:		Sampling Date:	
Sampling Event:		Sample Name:	
Sub Area:		Sample Depth:	
FSDS QA:			
Easting:	Northing:		TOC:

#### Hydrology/Level Measurements

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Date	Time	DT-Bottom	DT -Product	DT-Water	DTP-DTW	DTB-DTW	Pore Volume

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft) (3" = 0.367 gal/ft) (3" = 0.653 gal/ft)

#### Water Quality Data

Purge Method	Time	Purge Vol (L)	WLE (ft)	Flowrate (l/min)	pН	Temp (C)	E Cond (uS/cm)	DO (mg/L)	EH	Turbidity
Final Field Parameters										

Purge and Sample Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

#### Water Quality Observations:

#### Sample Information

		Sampling		// (D )	
Sampling Method	Sample Type	Time	Container Code/Preservative	# of Bottles	Filtered (Yes/No)
	Groundwater		VOA-Glass		
			Amber-Glass		
			White Poly		
			Yellow Poly		
			Green Poly		
			Red Total Poly		
			Red Dissolved Poly		
			Total Bottles		

#### **General Sampling Comments**

Signature

# **APPENDIX B** PROPOSED DRAFT ENVIRONMENTAL COVENANT



After Recording Return Original Signed Covenant to: **Nicholas Acklam** Toxics Cleanup Program Department of Ecology **PO Box 47775 Olympia, Washington 98504-7775** 

# **Environmental Covenant**

Grantor: City of Washougal

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

**Brief Legal Description:** The property is vested to the City of Washougal. It is the portion of the tract of land conveyed to The Schmid Family Limited Partnership I, by boundary line adjustment quit claim deed reordered under Auditor's File No. 3358804, records of said county, lying in the Northeast quarter and Southeast quarter of Section 8, Township 1 North, Range 4 East of the Willamette Meridian.

Tax Parcel Nos.: 131880-000 (Tax Lot 160)

Cross Reference: VCP Identification Number: SW1430

**Original Covenant #:** Clark County 5259101 COV (amending)

#### 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 **George Schmid & Sons, Inc., Facility Identification Number 53281319.** 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 conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil Vapors	Vinyl chloride, benzene, and methane

**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 Ecology.

1. Maul, Foster, and Alongi, Remedial Investigation and Feasibility Study 32nd Street Property, October 17, 2014.

- 2. Maul, Foster, and Alongi, Soil Remedial Action Completion report: Schmid 32nd Street Property—Remedial Action, January 21, 2016.
- 3. Maul, Foster, and Alongi, Groundwater Remedial Action Completion Report for the 32nd Street Property, Washougal, Washington, Voluntary Cleanup Program Site Number SW1430, March 9, 2016.
- 4. Maul, Foster, and Alongi, Quarterly Compliance Groundwater Monitoring for the Schmid 32nd Street Property, Washougal, Washington, Voluntary Cleanup Program Site Number SW1430, December 12, 2016.

**e.** This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

**f.** This Covenant supersedes and replaces the existing Environmental (Restrictive) Covenant, which is recorded with Clark County as 5259101 COV.

#### COVENANT

**City of Washougal**, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

#### Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

**a.** Interference with Remedial Action. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

**b. Protection of Human Health and the Environment**. The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

• Any enclosed buildings will include construction of a vapor barrier (see Section 2a).

**c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

**d.** Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

#### Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

#### a. Vapor/gas controls.

Any building or other enclosed structure constructed within the area of the Property illustrated in Exhibit C for vapor intrusion restrictions shall be constructed with slab-on-grade or perimeter raised foundations including a sealed foundation (vapor barrier) and with a vapor/gas control system installed and maintained to prevent the migration of vapors/gas into the building or structure. Prior to construction, engineering plans of the proposed vapor barrier and vapor/gas control system must be submitted to Ecology for review and approval.

#### 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 illustrated in Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:

- **i.** Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- **ii**. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [\_\_\_\_] AND RECORDED WITH THE CLARK COUNTY AUDITOR UNDER RECORDING NUMBER [\_\_\_\_]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

**iii.** Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

**c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

**d.** Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Washougal, WA 98671       P.O. Box 47600         (360) 835-8501       Olympia, WA 98504 – 7600         (360) 407-6000       (360) 407-6000	•	Olympia, WA 98504 – 7600
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#### Section 5. Modification or Termination.

**a.** Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

**b.** If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

**c.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

#### Section 6. Enforcement and Construction.

**a.** This Covenant is being freely and voluntarily granted by the Grantor.

**b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

**c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

**d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

**f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

**g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

#### **GRANTOR'S ACKNOWLEDGEMENT FOR AMENDED COVENANTS**

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

The undersigned further acknowledges Environmental Covenant 5259101 filed in Clark County, is hereby terminated and replaced with the above Environmental Covenant.

EX	ECUTED this	day of	, 20
Signature:			

By (printed): \_\_\_\_\_\_ Title: \_\_\_\_\_

#### **REPRESENTATIVE ACKNOWLEDGEMENT**

Attachment C page 5

STATE OF	
COUNTY OF	۱ <u> </u>

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 \_\_\_\_\_\_

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

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY	
Signature:	
by:	
Title:	
<u> </u>	
Dated:	
	STATE ACKNOWLEDGMENT
STATE OF	
COUNTY OF	
On this day of	, 20, I certify that
personally appeared before me, acknowled	dged that <b>he/she</b> is the
	in and foregoing instrument, and signed said instrument by
free and voluntary act and deed, for the u	ses and purposes therein mentioned, and on oath stated that
he/she was authorized to execute said inst	rument for said state agency.

Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

#### Exhibit A

#### LEGAL DESCRIPTION



1400 Washington Street, Ste. 100, Vancouver, WA 98660 Phone: 360-694-4722 Fax: 360-694-4734

# Limited Liability Certificate

Order No. CL7969

Prepared for:

CITY OF WASHOUGAL

Attn: SHANNON OLSEN

THIS IS A REPORT AS OF June 23, 2017, COVERING THE PROPERTY HEREINAFTER DESCRIBED. THE INFORMATION CONTAINED HEREIN IS MADE SOLELY FOR THE PURPOSE OF DETERMINING THE STATUS OF THE PROPERTY DESCRIBED HEREIN, IS RESTRICTED TO THE USE OF THE ADDRESSEE, AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.

VESTED IN:

CITY OF WASHOUGAL

**Clark County Title Company** 

Authorized Signatory

#### LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF WASHOUGAL, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO THE SCHMID FAMILY LIMITED PARTNERSHIP I, BY BOUNDARY LINE ADJUSTMENT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 3358804, RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE C.C. STILES DONATION LAND CLAIM; THENCE SOUTH 01°09'41" WEST ALONG THE EAST LINE OF SAID C.C. STILES DONATION LAND CLAIM A DISTANCE OF 955.55 FEET TO THE EASTERLY PROJECTION OF THE NORTH LINE OF THAT PARCEL CONVEYED TO PETER HASSELBERG BY WARRANTY DEED RECORDED UNDER VOLUME 88, PAGE 466, RECORDS OF SAID COUNTY; THENCE NORTH 88°18'19" WEST ALONG SAID EASTERLY PROJECTION A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID VOLUME 88, PAGE 466, BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE 32ND STREET; THENCE CONTINUING NORTH 88°18'19" WEST ALONG SAID NORTH LINE A DISTANCE OF 158.98 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID HASSELBERG PARCEL THE FOLLOWING COURSES:

SOUTH 38°23'41" WEST A DISTANCE OF 62.10 FEET; THENCE SOUTH 40°36'41" WEST A DISTANCE OF 100.00 FEET: THENCE SOUTH 27°48'41" WEST A DISTANCE OF 195.00 FEET; THENCE SOUTH 45°35'41" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 57°55'41" WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 69°33'41" WEST A DISTANCE OF 201.10 FEET TO THE SOUTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE NORTH LINE OF RIVERSIDE ADDITION TO WASHOUGAL RECORDED IN BOOK C OF PLATS, PAGE 46, RECORDS OF SAID COUNTY; THENCE NORTH 88°50'19" WEST ALONG SAID NORTH LINE A DISTANCE OF 121.17 FEET TO AN ANGLE POINT ON THE EAST LINE OF LOT 4 AS SHOWN ON SHORT PLAT RECORDED IN BOOK 1 OF PLATS, PAGE 785, RECORDS OF SAID COUNTY; THENCE NORTH 01°27'41" EAST ALONG SAID EAST LINE A DISTANCE OF 85.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°50'19" WEST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 84.66 FEET TO THE WEST LINE OF SAID SCHMID FAMILY LIMITED PARTNERSHIP I PARCEL; THENCE NORTH 01°27'41" EAST ALONG SAID WEST LINE A DISTANCE OF 1002.84 FEET TO THE NORTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO GEORGE W. CHARTERS AND CHRISTINE CHARTERS BY GIFT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. G 494545, RECORDS OF SAID COUNTY; THENCE SOUTH 89°23'57" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THAT TRACT LAND CONVEYED TO EMMA M. SCHMID BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 3781370, RECORDS OF SAID COUNTY, A DISTANCE OF 350.01 FEET TO THE SOUTHEAST CORNER OF SAID EMMA M. SCHMID TRACT; THENCE NORTH 24°04'45" EAST ALONG THE EAST LINE OF SAID SCHMID TRACT A DISTANCE OF 236.61 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 72º16'37" EAST ALONG THE SOUTH LINE OF SAID SCHMID PARCEL AND THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO MARY F. HARGRAVE AND ALAN F. HARGRAVE, RECORDED UNDER AUDITOR'S FILE NO. 3848057, RECORDS OF SAID COUNTY, A DISTANCE OF 117.01 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 85°45'23" EAST ALONG SAID SOUTH LINE A DISTANCE OF 255.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 32ND STREET AND BEING A POINT ON AN ARC OF A 984.88 FOOT RADIUS NON-TANGENT CURVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES:

FROM A TANGENT BEARING OF SOUTH 08°03'26 " EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°47'54", AN ARC DISTANCE OF 116.86 FEET; THENCE SOUTH 14°51'19" EAST A DISTANCE 96.70 FEET TO THE POINT OF CURVATURE OF A 925.30 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°01'00", AN ARC DISTANCE OF 258.66 FEET; THENCE SOUTH 01°09'41" WEST A DISTANCE OF 267.47 FEET TO THE NORTH LINE OF AUDITOR'S FILE NO. 9801270217;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE NORTH 88°18'19" WEST ALONG SAID NORTH LINE DISTANCE OF 73.11 FEET; THENCE NORTH 11°55'10" EAST A DISTANCE OF 34.29 FEET; THENCE NORTH 76°33'08" WEST A DISTANCE OF 40.42 FEET; THENCE SOUTH 66°41'30" WEST A DISTANCE OF 9.40 FEET; THENCE SOUTH 20°16'09" WEST A DISTANCE OF 185.30 FEET; THENCE SOUTH 51°36'19" EAST A DISTANCE OF 20.65 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN THE LINES OF ORDINARY HIGH WATER OF WASHOUGAL RIVER.

EXCEPT THAT PORTION CONVEYED TO KEVIN G. SCHMID AND MICHELE S. SCHMID, HUSBAND AND WIFE BY STATUTORY QUIT CLAIM DEED RECORDED SEPTEMBER 15, 2015 UNDER AUDITOR'S FILE NO. 5213636, RECORDS OF CLARK COUNTY, WASHINGTON. EXCEPTIONS:

- THE LAND HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER, IT WILL BECOME TAXABLE FROM THE DATE OF EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR 2017. TAX ACCOUNT NO.: 131880-000 JURISDICTION: WASHOUGAL
- 2. REAL PROPERTY TAXES TOTAL DUE MAY INCLUDE FIRE PATROL ASSESSMENT, R.I.D. ASSESSMENT AND/OR CLEAN WATER PROJECT ASSESSMENT, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:

YEAR	AMOUNT	PAID	OWING
2017	\$17.90	\$17.90	\$0.00
TAX ACCOUNT NO	: 131880-000	SCHOOL DISTRICT CO	DDE NO: 112000

REAL PROPERTY TAXES ARE A LIEN JANUARY 1ST, PAYABLE FEBRUARY 15TH, FIRST HALF DELINQUENT MAY 1ST AND SECOND HALF DELINQUENT NOVEMBER 1ST.

JURISDICTION: WASHOUGAL

NOTE: TAX PAYMENTS CAN BE MAILED TO THE FOLLOWING ADDRESS:

CLARK COUNTY TREASURER PO BOX 5000 VANCOUVER, WA 98666 360-397-2252

- 3. UNPAID CHARGES AND ASSESSMENTS, IF ANY, LEVIED BY THE CITY OF WASHOUGAL.
- 4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, INCLUDING JOINT USERS PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION AREA AFFECTED: SAID PREMISES RECORDED: September 22, 1971 AUDITOR'S FILE NO.: G 584942
- 5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, INCLUDING JOINT USERS PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION AREA AFFECTED: SAID PREMISES RECORDED: July 13, 1955 AUDITOR'S FILE NO.: G 174140
- 6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF: REGARDING: UTILITY AND TEMPORARY CONSTRUCTION RECORDED: April 09, 2009 AUDITOR'S FILE NO: 4548960
- 7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF: REGARDING: BOUNDARY LINE ADJUSTMENT RECORDED: July 16, 2012 AUDITOR'S FILE NO: 4872820

- 8. MATTERS SET FORTH BY SURVEY: BOOK/PAGE OF 62 / 185 SURVEYS:
- 9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF: REGARDING: DECLARATION AND CONVEYANCE OF BOUNDARY LINE ADJUSTMENT RECORDED: July 16, 2012 AUDITOR'S FILE NO: 4872820

10. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:<br/>REGARDING:BOUNDARY LINE ADJUSTMENTRECORDED:September 15, 2015AUDITOR'S FILE NO:5213636

- 11. ANY CLAIM OF OWNERSHIP BY THE STATE OF WASHINGTON TO THAT PORTION OF SAID PREMISES, LYING WITHIN THE BED OF THE WASHOUGAL RIVER IF SAID RIVER IS NAVIGABLE.
- 12. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF THE WASHOUGAL RIVER DUE TO SAID RIVER HAVING CHANGED ITS COURSE.
- 13. ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER.
- 14. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA TO REGULATE COMMERCE, NAVIGATION, FISHING AND PRODUCTION OF POWER.
- 15. COVENANT RUNNING WITH THE LAND IMPOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5259101.
- 16. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: AUDITOR'S FILE NO.: 5279038 AREA AFFECTED: SAID PREMISES
- 17. PUBLIC USE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 5329933.

NOTES:

A. LIABILITY IS LIMITED TO THE CHARGE MADE FOR THIS CERTIFICATE.

RG/LR



1400 Washington St., Suite 100 P.O. Box 1308 • Vancouver, WA 98660 Telephone (360) 694-4722 • Fax (360) 694-4734 • www.clarkcountytitle.com



THIS SKETCH IS PROVIDED, WITHOUT CHARGE FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, <u>UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY</u> THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION

"Service Is The Difference"



Order No. CL7969

# Plat Dedication

## Description

See Attached Exhibit "A"

# Dedication

We, the undersigned owners of the above described real estate, do hereby lay out and plat the same into streets and lots, as shown upon the accompanying plat; said plat to be known as:

#### SCHMID FAMILY PARK

according to the recorded plat thereof, in Clark County, Washington, and we hereby dedicate the said streets to the public use forever, but subject to easements as set forth on the plat, and subject to the conditions and restrictions, a copy of which is attached hereto and by reference made a part hereof.

SE QTR OF SECTION 08 T1N R4E WM

Dated this 23RD day of JUNE, 2017

CITY OF WASHOUGAL

#### EXHIBIT "A"

REAL PROPERTY SITUATED IN THE CITY OF WASHOUGAL, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO THE SCHMID FAMILY LIMITED PARTNERSHIP I, BY BOUNDARY LINE ADJUSTMENT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 3358804, RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

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# **Certificate for Platting**

To: Clark County Clark, Washington

This is to certify that in connection with the recordation of the plat and dedication of

#### SCHMID FAMILY PARK

The following comprises all necessary parties signatory hereto:

#### CITY OF WASHOUGAL

This company further certifies that the taxes levied thereon have been fully paid up to and including the year 2018.

This certificate does not purport to reflect a full report on the condition of title, nor the nature and extent of the interest vested in each of the parties above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

Dated this 23RD day of JUNE, 2017

Clark County Title Company

by\_\_\_\_\_

#### Exhibit B

#### PROPERTY MAP





Source: Aerial photograph obtained from Esri ArcGIS Online.

# Exhibit B Property Overview

32nd Street Property City of Washougal Washougal, Washington

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This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Legend

Subject Property



#### Exhibit C

#### MAP ILLUSTRATING LOCATION OF RESTRICTIONS





Source: Aerial photograph obtained from Esri ArcGIS Online.

# Legend

Clark County Tax Lots

# Vapor Intrusion Restrictions Subject Property

# Exhibit C Location of Restrictions

32nd Street Property City of Washougal Washougal, Washington



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