



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

November 15, 2017

Electronic Copy

Mr. Alan J. Wertjes, Attorney at Law
Personal Representative of the Estate of John Havens
1800 Cooper Point Rd, SW Ste 3
Olympia, WA 98502

Re: Termination of VCP Agreement for the following Site:

- **Site Name:** John's Auto Wrecking
- **Site Address:** 411 93rd Ave SE, Olympia, Thurston County, WA 98501
- **Facility/Site No.:** 57665495
- **Cleanup Site No.:** 2120
- **VCP Project No.:** SW1127

Dear Mr. Wertjes:

The Department of Ecology (Ecology) is terminating the Voluntary Cleanup Program (VCP) Agreement governing project No. SW1127, John's Auto Wrecking (Site). The effective date of termination is the date of this letter. We are providing this notice in accordance with the terms of the VCP Agreement (attached as Enclosure A).

Per Thurston County Quit Claim Deed (Enclosure B) as recorded on September 13, 2017, parcels comprising the Property located at 411 93rd Ave SE, Olympia, Thurston County, Washington, have transferred to Havens Estate Investments, LLC. It is Ecology's understanding that Havens Estate Investments, LLC, has assumed responsibility for the cleanup related to the John's Auto Wrecking Site.

Termination from VCP does not constitute a determination of substantial equivalence. Though SW1127 is terminated from VCP, Ecology does not give up any of its powers, as listed in Chapter 70.105D.030 RCW. The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this termination.

Mr. Alan J. Wertjes
November 15, 2017
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Contact Information

If you have any questions about this notice, please contact me at 360-407-6241.

Sincerely,



Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program, SWRO

Enclosures (2): A – Signed VCP Agreement
 B – Copy of Thurston County Quit Claim Deed

By Certified Mail: [91 7199 9991 7037 7462 2125]

cc: Judith Wirth, Havens Estate Investments, LLC
 Max Wills, Robinson-Noble
 Patrick Soderberg, Thurston County Environmental Health
 Stephanie Bussell, Ecology
 Tim Mullin, Ecology

Enclosure A

Signed VCP Agreement

RECEIVED

VCP AGREEMENT

AUG 10 2010

Department of Ecology (SWRO)



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and Alan J. Wertjes, Personal Representative of the Estate of John Havens Sr. (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address: 411 93rd Ave SE, Olympia, WA 98501-9701

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name:	57665495
	Facility / Site No.:	Johns Auto Wrecking
	VCP Project No.:	SW1127

any requested opinions and notify the Customer by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice by U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca Lawson
Signature

REBECCA LAWSON
Printed Name

Section Manager, SWRO
Toxics Cleanup Program Section

Date: 8/27/10

Alan J. Wertjes
Name of Customer

[Signature]
Signature

Alan J. Wertjes
Printed Name of Signatory

Customer/Personal Representative/Attorney
Title of Signatory

Date: August 18, 2010

If you need this document in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

Enclosure B

Copy of Thurston County Quit Claim Deed

When Recorded Return to:

William L. Fleming
 Keller Rohrback L.L.P.
 1201 Third Avenue, Suite 3200
 Seattle, WA 98101

Thurston County Treasurer

Real Estate Excise Tax Paid NoneBy Chad Meeuw Deputy

QUIT CLAIM DEED

Grantor: (1) Wertjes, Alan J., Personal Representative of Estate of John J. Havens, Sr., Deceased
 (2) Wirth, Judith M., Personal Representative of Estate of Sarah K. Havens, Deceased

Grantee: Havens Estate Investments, LLC, a Washington limited liability company

Abbreviated Legal: Pors. 23-17-2W

Complete legal description on pgs. 1-2

APN: 12723210000, 12723210100, 12723210400, 12723210401,
 12723210700, 12723220200

THE GRANTORS, ALAN J. WERTJES, Personal Representative of the Estate of John J. Havens, Sr., Deceased, acting with nonintervention powers granted by orders entered on October 20, 2006, and June 26, 2007, in the Superior Court of the State of Washington for Thurston County, Case No. 06-4-00444-7, and JUDITH M. WIRTH, Personal Representative of the Estate of SARAH K. HAVENS, Deceased, acting with nonintervention powers granted by order entered on December 29, 2011, in the Superior Court of the State of Washington for Thurston County, Case No. 11-4-00753-1, and not in their individual capacities, in consideration of transfer to a limited liability company of which the Grantors are all of the members, and for no monetary consideration, hereby convey and quit claim to HAVENS ESTATE INVESTMENTS, LLC, a Washington limited liability company, all right, title and interest of the Grantors in the following described real estate, situated in Thurston County, State of Washington, together with all after-acquired title of the Grantors therein:

Parcel A

The North 208.5 feet of the West 417.5 feet of the West half of the Northeast quarter of the Northwest quarter of Section 23, Township 17 North, Range 2 West, W.M.;

EXCEPT the West 90.75 feet;



AND EXCEPT county road known as 93rd Avenue on the North.

Parcel B

The South 195.5 feet of the North 405 feet of the West 417.5 feet of the West half of the Northeast quarter of the Northwest quarter of Section 23, Township 17 North, Range 2 West, W.M.

Parcel C

The East 54.25 feet of the North 330 feet of the Northwest quarter of the Northwest quarter of Section 23, Township 17 North, Range 2 West, W.M.;

EXCEPT the North 200 feet thereof.

Parcel D

The West half of the Northeast quarter of the Northwest quarter of Section 23, Township 17 North, Range 2 West, W.M.;

EXCEPT the North 405 feet;

AND EXCEPT that portion of the West 210 feet of the above described property lying Northerly of the South 150 feet thereof;

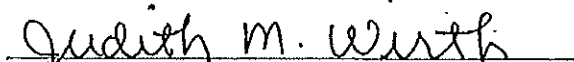
AND EXCEPT the East 238 feet.

DATED Sept 13, , 2017.



ALAN J. WERTJES
Personal Representative of the
Estate of John J. Havens, Sr., Deceased

DATED Sept 13 , 2017.



JUDITH M. WIRTH
Personal Representative of the
Estate of Sarah K. Havens, Deceased

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that ALAN J. WERTJES is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act as Personal Representative of the Estate of John J. Havens, Sr., Deceased, in the Superior Court of the State of Washington for Thurston County, Case No. 06-4-00444-7, for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute the instrument as such Personal Representative.

DATED September 13, 2017.



Eric N. Gellert
Notary Public
Print Name: Eric N. Gellert
My appointment expires: 11-11-2019

STATE OF WASHINGTON)
) THURSTON ss.
COUNTY OF ~~KING~~)

I certify that I know or have satisfactory evidence that JUDITH M. WIRTH is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act as Personal Representative of the Estate of Sarah K. Havens, Deceased, in the Superior Court of the State of Washington for Thurston County, Case No. 11-4-00753-1, for the uses and purposes mentioned in the instrument, and on oath stated that she was authorized to execute the instrument as such Personal Representative.

DATED September 13, 2017.



4849-7147-7836

Judith M. Wirth
Notary Public
Print Name: Eric N. Gellert
My appointment expires: 11-11-2019

