



Voluntary Cleanup Program

Washington State Department of Ecology
Toxics Cleanup Program

REQUEST FOR OPINION FORM

Use this form to request a written opinion on your planned or completed independent remedial action under the Voluntary Cleanup Program (VCP). Attach to this form the plans or reports documenting the remedial action. Please submit only one form for each request.

Step 1: IDENTIFY HAZARDOUS WASTE SITE

Please identify below the hazardous waste site for which you are requesting a written opinion under the VCP. This information may be found on the VCP Agreement.

Facility/Site Name: Former Bayliner Marine

Facility/Site Address: 17825 50th Avenue NE Arlington, WA

Facility/Site No: 51332889

VCP Project No.: NW2270

Step 2: REQUEST WRITTEN OPINION ON PLAN OR REPORT

What type of independent remedial action plan or report are you submitting to Ecology for review under the VCP? Please check all that apply.

- Remedial investigation plan
- Remedial investigation report
- Feasibility study report
- Property cleanup* plan (* cleanup of one or more parcels located within the Site)
- Property cleanup* report
- Site cleanup plan
- Site cleanup report
- Other – please specify:

Do you want Ecology to provide you with a written opinion on the planned or completed independent remedial action?

Yes No

Please note that Ecology's opinion will be limited to:

- Whether the planned or completed remedial action at the site meets the substantive requirements of the Model Toxics Control Act (MTCA), and/or
- Whether further remedial action is necessary at the site under MTCA.

Step 3: REPRESENTATIONS AND SIGNATURE

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to request services from Ecology under the Agreement for this VCP Project.

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Title: Pricpal Engineer

Signature: 

Date: August 13, 2018

Organization: Stantec Consulting Services Inc.

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State: WA

Zip code: 98004

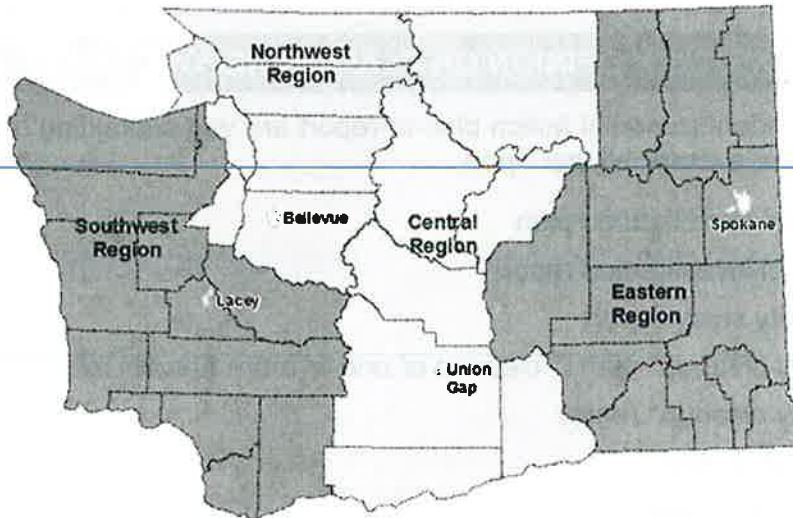
Phone: 425-894-2329

Fax:

E-mail: marc.sauze@stantec.com

Step 4: SUBMITTAL

Please mail your completed form and the independent remedial action plan or report that you are requesting Ecology review to the site manager Ecology assigned to your Site. If a site manager has not yet been assigned, please mail your completed form to the Ecology regional office for the County in which your Site is located.



Northwest Region: Attn: VCP Coordinator 3190 160 th Ave. SE Bellevue, WA 98008-5452	Central Region: Attn: VCP Coordinator 1250 West Alder St. Union Gap, WA 98903-0009
Southwest Region: Attn: VCP Coordinator P.O. Box 47775 Olympia, WA 98504-7775	Eastern Region: Attn: VCP Coordinator N. 4601 Monroe Spokane WA 99205-1295

If you need this publication in an alternate 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.

**Cleanup Action Plan-Former Bayliner
Marine, Arlington, WA**

Facility No. 51332889
Cleanup Site No. 4208
VCP No. SW2270



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August 1, 2018

Sign-off Sheet

This document entitled Cleanup Action Plan-Former Bayliner Marine, Arlington, WA was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Brunswick Corporation (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not consider any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by _____



(signature)

Marc Sauze, PE, Principal Engineer

Reviewed by _____



(signature)

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Table of Contents

1.0	INTRODUCTION	1.1
1.1	PURPOSE.....	1.1
2.0	SITE DESCRIPTION AND BACKGROUND	2.1
3.0	SITE CHARACTERIZATION AND REMEDIAL ACTION	3.2
3.1	SITE CHARACTERIZATION.....	3.2
3.1.1	Phase I ESA – April 2009.....	3.2
3.1.2	Phase II ESA – June 2009	3.2
3.1.3	Environmental Site Investigation – December 2009	3.3
3.1.4	Additional Site Characterization – February 2010 to April 2010.....	3.3
3.1.5	Groundwater Monitoring Events – 2010 to 2017.....	3.3
3.1.6	Indoor and Ambient Air Sampling	3.4
3.2	CONCEPTUAL SITE MODEL AND BIOCHLOR MODELLING.....	3.4
3.2.1	Conceptual Site Model	3.4
3.2.2	BIOCHLOR MODELING	3.4
3.3	SUMMARY OF RECOMMENDATIONS FOR REMEDIAL ACTION	3.5
3.4	REMEDIAL ACTION	3.7
4.0	CLEANUP STANDARDS AND POINT OF COMPLIANCE.....	4.7
4.1	CLEANUP STANDARDS.....	4.7
4.2	POINT OF COMPLIANCE	4.7
5.0	CLOSURE STRATEGY	5.8
5.1	BASIS FOR CLOSURE STRATEGY	5.8
5.2	IMPLEMENTATION OF CLOSURE.....	5.9
5.2.1	Periodic Monitoring at Conditional Points of Compliance.....	5.9
5.2.2	Institutional Controls	5.9
6.0	REFERENCES.....	6.11

LIST OF TABLES

TABLE 1	SUMMARY OF GROUNDWATER MONITORING RESULTS
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LIST OF FIGURES

FIGURE 1	SITE LOCATION MAP
FIGURE 2	PCE CONCENTRATIONS IN GROUNDWATER AUGUST 14, 2017

1.0 INTRODUCTION

On behalf of Brunswick Corporation (Brunswick), Stantec Consulting Services Inc. (Stantec), has prepared this Cleanup Action Plan (CAP) for the former Bayliner Marine in Arlington, WA. This report is in accordance with the Washington State Department of Ecology (Ecology) Model Toxics Control Act (MTCA) regulations [Washington Administrative Code (WAC) 173-340-390].

1.1 PURPOSE

The most recent written correspondence from Ecology was a June 1, 2015 Opinion Letter providing a review of Stantec's 2015 Technical Memorandum – Proposed Closure Strategy. The Ecology letter addressed the closure strategy which featured Monitored Natural Attenuation and Institutional Controls. The Ecology letter identified conditional points of compliance; requested that EPA's BIOCHLOR screening model be applied to groundwater conditions; and, requested a Final Cleanup Report.

This Clean-up Action Plan responds to Ecology's requests in the Opinion Letter and presents a closure strategy for the Site. The closure strategy is presented in the context of historical assessment and remediation activities previously reported to Ecology, along with additional assessment results.

2.0 SITE DESCRIPTION AND BACKGROUND

The former Bayliner Marine is located at 17825 59th Avenue NE in Arlington, Snohomish, Washington (the property). The property is a 32.8-acre industrial site developed with three office buildings and 13 industrial buildings constructed between 1969 and 1996. The property also includes employee parking lots and three stormwater retention ponds. The property is covered with concrete with the exception of building areas and minor landscaping.

The property was operated as a fiberglass boat manufacturing facility from 1968 until operations ceased in December 2008. Prior to 1968, the Site consisted of undeveloped land. Current site use includes a variety of industrial businesses.

Figure 1 in Appendix A shows the property location and Figure 2 is a site plan.

3.0 SITE CHARACTERIZATION AND REMEDIAL ACTION

3.1 SITE CHARACTERIZATION

Results of historic site characterization were presented in the April 21, 2011 Remedial Investigation/Feasibility Study (RI/FS) submitted to Ecology which is currently accessible on Ecology's Cleanup Site database. A brief overview of past site investigation work is presented as follows:

- Phase I Environmental Site Assessment Report - Stantec, April 3, 2009
- Phase II Environmental Site Assessment Report - Stantec, June 25, 2009
- Environmental Site Investigation Report - Stantec, December 23, 2009
- Additional Site Characterization Report - Stantec, April 9, 2010
- Groundwater Monitoring and Sampling Report - Stantec December 18, 2017

These reports are available on Ecology's Cleanup Site database.

3.1.1 Phase I ESA – April 2009

The Phase I ESA was completed in anticipation of the sale of the property. The primary 'Recognized Environmental Condition' (REC) was related to wastewater discharges from the facility. Discharges were originally directed to two septic systems with leach fields. All wastewater from the facility went to the on-site septic systems from 1968 until at least 1987. Bayliner buildings were gradually connected to the municipal sanitary sewer system between 1987 and 2005. Chemical waste constituents potentially present in the wastewater discharges could have migrated from the leach fields to subsurface soil and groundwater beneath the subject property.

3.1.2 Phase II ESA – June 2009

The Phase II ESA was completed to investigate the RECs identified in the April 2009 Phase I ESA. Seven soil borings were advanced throughout the property and soil and groundwater samples were collected from each of the borings. Results of this investigation indicated the presence of tetrachloroethene (PCE) at concentrations above the MTCA Method A Groundwater Clean-up Level (CUL). The PCE detected was the only constituent detected in any samples above CULs. The highest reported concentration was 42 ug/L at a boring located in a former septic system leach field adjacent to Building 11. According to facility personnel and records, PCE was never used at the facility. The theory is that PCE may have been used on a testing basis sometime prior to 1984 with minor volumes of PCE material not used discharged to the sewer system which at the time included the septic field. Building 11 is in the southeast portion of the property. Results of groundwater sampling in borings situated in the presumed downgradient direction indicated PCE

concentrations diminished with distance from the presumed source (former septic leach field). Contaminant concentrations above CULs appeared limited to the groundwater; contaminants were not detected above CULs in soil samples collected at various depths during the Phase II investigation. Groundwater was measured at between 15 and 20 feet in depth.

3.1.3 Environmental Site Investigation – December 2009

Five groundwater wells (MW-1 to MW-5) were installed to further characterize and confirm the findings of the Phase II ESA. PCE was detected above CULs at MW-1 (near Building 11) and MW-4 (near the north property line). No contaminants were detected above the CULs in the other three monitoring wells installed. Contaminants were not detected above CULs in soil samples collected at various depths during well installation confirming that soils are apparently not impacted.

3.1.4 Additional Site Characterization – February 2010 to April 2010

To further delineate the extent of PCE in groundwater, additional investigations were conducted between February 2010 and April 2010. The work involved installing two additional monitoring wells (MW-6 and MW-7). In addition, seven soil borings were advanced and completed as temporary wells to collect groundwater samples. Results of these activities confirmed that the area of PCE-impacted groundwater is limited to a narrow zone between MW-1 and MW-4 with the highest PCE concentrations found near Building 11 (MW-1). No contaminants were detected above CULs in any soils samples collected at various depths throughout the Site.

Vertical delineation of groundwater impacts was achieved by advancing borings in the source area (B-14) and in the downgradient area (B-16). Groundwater samples collected from the source area (between 44 and 48 feet in depth) and from the downgradient area (between 46 and 50 feet in depth) did not indicate any VOC concentrations above detection limits.

3.1.5 Groundwater Monitoring Events – 2010 to 2017

Eight groundwater monitoring wells (MW-1 to MW-8) comprise the well network. Note that MW-8 was installed on the north side of Building 11 in September 2011.

A total of fourteen groundwater monitoring events have been conducted since the installation of the monitoring well network. Table 1 provides the sampling dates and results from each event. Figure 2 shows results of the most recent event completed in August 2017.

Results of groundwater monitoring indicate that the PCE impacted groundwater plume is stable and, in some cases, decreasing. PCE has not migrated off-site and in the most recently completed groundwater monitoring event the highest concentration detected was 28 ug/L near the presumed source in the southeast corner of the property. Concentrations of PCE diminish down gradient to the northwest.

3.1.6 Indoor and Ambient Air Sampling

Indoor air sampling was completed in six buildings situated beneath the PCE plume in April 2010. Results showed PCE concentrations in the buildings were all below applicable Ecology exposure levels.

3.2 CONCEPTUAL SITE MODEL AND BIOCHLOR MODELLING

3.2.1 Conceptual Site Model

A conceptual site model (CSM) was included in the 2011 RI/FS. The CSM summarized technical information about impacted media and evaluated potential exposure routes. The following summarizes the CSM.

The Area of Concern (AOC) is defined as the extent of shallow groundwater beneath the Site where PCE concentrations were detected exceeding the MTCA Method A CUL of 5 ug/L. The AOC is 200 feet wide, extending south to north for approximately 800 feet between MW-1 and MW-4 at maximum depths of between 36 feet and 44 feet. PCE in the groundwater is the only Contaminant of Concern. The presumed source of contamination is the former leach field near the southeast corner of Building 11.

Human and ecological receptors were evaluated for potential exposure. Although several exposure pathways for groundwater (e.g., ingestion, inhalation and vapor intrusion into buildings) are considered to be complete, it was concluded that exposure of human receptors to PCE-contaminated groundwater is unlikely, based on the following:

- Impacted groundwater is contained within the property boundaries;
- The absence of indoor air concentrations above MTCA CULs;
- There is no current beneficial use of groundwater on-site.
- Exposure of construction workers to groundwater entering an excavation would be controlled through implementation of a health and safety plan.

Ecological receptors were similarly considered not likely to be exposed to contaminated groundwater based on paved surfaces and buildings covering over 95 % of the site area and similar conditions on neighboring developed properties. In addition, no wildlife species are known to exist at the site.

3.2.2 BIOCHLOR MODELING

Ecology's June 1, 2015 Opinion Letter requested computer modeling be performed to evaluate the fate and transport of the PCE in groundwater using EPA's BIOCHLOR screening model.

The BIOCHLOR model was included in an October 20, 2015 Monitored Natural Attenuation Plan submitted to Ecology. The modelling was performed to evaluate PCE concentrations in groundwater and the possibility of off-site migration. The hydrogeologic site conditions and the physical/chemical characteristics of PCE were used to simulate PCE concentrations downgradient of the source area.

The results of the model showed that the extent of the dissolved PCE in groundwater is stable and is restricted to on-site only. The model predicts that the PCE plume (as defined by the extent of concentrations above 5 ug/L) reached a maximum length of approximately 600 feet within 12 years of the release. The simulated PCE concentration at the points of compliance (MW-2, MW-3, MW-4 and MW-6) is less than the MTCA Method A CUL of 5 ug/L. The model results are consistent with the observed groundwater monitoring results.

3.3 SUMMARY OF RECOMMENDATIONS FOR REMEDIAL ACTION

The Feasibility Study in the 2011 RI/FS evaluated several potential Site cleanup action alternatives.

The low concentrations of PCE pose a challenge in identifying a suitable cleanup alternative. The available alternatives use technologies to achieve significant reductions in groundwater contaminant concentrations. However, technologies like these are typically implemented at sites where chlorinated solvent concentrations are one or more orders of magnitude higher than the highest concentrations ever measured at this site. The effectiveness of these remedial measures typically significantly declines as concentrations are reduced (i.e., concentration reduction becomes asymptotic), and remedial measures are often unable to achieve cleanup to the low concentrations such as the MTCA Method A cleanup level. To achieve maximum effectiveness, the proposed cleanup actions in the Feasibility Study focused on reducing PCE concentrations in the source area.

The following cleanup action alternatives were evaluated:

- Site-Wide ISCO and Monitored Natural Attenuation (MNA)
- MNA and Institutional Control
- Source Area ISCO, MNA and Institutional Control
- Source Area Air Sparging/Soil Vapor Extraction (AS/SVE), MNA and Institutional Control
- Source Area Groundwater Extraction and Treatment, MNA and Institutional Control
- No Action

Each alternative was considered by applying MTCA's prescriptive evaluation criteria. Each of the alternatives (except No Action) met the baseline Threshold Criteria:

CLEANUP ACTION PLAN-FORMER BAYLINER MARINE, ARLINGTON, WA

- Protection of Human Health and the Environment;
- Compliance with Clean-up Standards;
- Compliance with State and Federal Laws, and;
- Opportunity for Compliance Monitoring;

Each alternative was then evaluated by a Disproportionate Cost Analysis (DCA). Based on the evaluation, Alternative #2: MNA with Institutional controls, and Alternative 3: Source-Area in situ Chemical Oxidation (ISCO) with Monitored Natural Attenuation and Institutional Control provided nearly equivalent protectiveness. However, the cost of Alternative #3 was considerably higher than the cost for Alternative #2 for achieving an approximately equivalent environmental benefit; although, there is a difference in the timing of when the costs are incurred. Alternative #3 requires higher near-term capital spending than Alternative #2, which has a lower spend throughout implementation of the remedy.

The following analysis in the RI/FS provided the reasoning for selecting Alternative # 3: Source Area in-situ Chemical Oxidation with MNA and IC.

Even with treatment in the source area (as proposed in Alternatives 1, 3, 4 and 5), it may not be technically possible for any of the evaluated cleanup technologies to achieve the CUL throughout the site within a reasonable restoration time. This suggests that Alternative #2 could then be the preferred remedial alternative. However, Alternative #2 would also primarily rely on the implementation of institutional controls and the use of a conditional point of compliance (POC) at MW5 and MW7. Brunswick recognizes that WAC 173-340-360(2)(e)(iii) dictates that cleanup actions should not rely primarily on institutional controls and monitoring where it is technically possible to implement a more permanent cleanup action, such as treatment of the source area, for all or part of a site. Brunswick also recognizes that WAC 173-340-720(8) states that when a Conditional POC is proposed it must be demonstrated that "all practicable methods of treatment are to be used in the site cleanup." Consequently, Brunswick has chosen Alternative #3 Source-Area ISCO with MNA and IC as the preferred alternative, even though its cost is somewhat higher than Alternative #2. Alternative #3 offers the best opportunity for rapid reduction of the highest concentrations of PCE, while also ensuring protectiveness by monitoring to confirm that PCE concentrations at the site continue to diminish and, at the Conditional POC, remain below the CUL.

Alternative #3 requires an IC and Conditional POC. Implementation of an IC and Conditional POC is justified in this case because it is disproportionately costlier to attempt a remedy intended to actively reduce concentrations throughout the plume to Method A levels. The significantly higher cost of a site-wide active remedy is not off-set by increased protectiveness. Implementation of an IC will further enhance protectiveness and permanence of the solution by preventing future on-site activities that pose a risk of exposure to on-site groundwater and the Conditional POC allows for effective monitoring of the remedy's protectiveness.

3.4 REMEDIAL ACTION

The ISCO injection (and subsequent groundwater monitoring) was selected and approved by Ecology as the preferred remedial action for reducing PCE in groundwater as presented in Stantec's 2011 RI/FS.

In-situ chemical oxidation (ISCO) injection of permanganate into the groundwater was implemented as an Interim Action in June 2013. The work plan for ISCO was approved by Ecology.

The ISCO injection was completed between May 30 and June 6, 2013 and involved injecting 8,160 gallons of permanganate (NaMnO_4) in 12 locations within and upgradient of the former leach field southeast of the corner of Building 11 (the source area). A report titled 'In Situ Chemical Oxidation and Groundwater Monitoring Report' dated February 10, 2015 summarized the ISCO injection and results of post injection monitoring for a period of 15 months after the injection event. The report was submitted to Ecology.

The report concluded that the ISCO injection had been effective in maintaining PCE concentrations but largely ineffective in reducing PCE concentrations within the plume area.

4.0 CLEANUP STANDARDS AND POINT OF COMPLIANCE

4.1 CLEANUP STANDARDS

WAC 173-340-720 identifies MTCA groundwater cleanup standards. In general, cleanup standards are established based on whether the groundwater at the site is considered potable or non-potable. Since information has not been developed to determine if the groundwater at the site is non-potable as described in WAC 173-340-720(2), for the purposes of this report groundwater is considered potable and the MTCA A Cleanup Levels are used for comparison purposes.

4.2 POINT OF COMPLIANCE

When it is demonstrated under WAC 173-340-350 through 390 that it is not practicable to achieve the CUL throughout the site within a reasonable restoration time, a Conditional Point of Compliance may be used. Factors such as potential risks posed by contamination at the site, current and potential future uses of the site, likely effectiveness of institutional controls, toxicity of hazardous substances at the site, and the likely natural attenuation of hazardous substances at the site are all considered in assessing whether a cleanup action provides for a reasonable restoration time.

Ecology's June 1, 2015 Opinion Letter stated that 'Conditional Points of Compliance be established with monitoring wells MW-2, MW-3, MW-4 and MW-6. Monitoring wells MW-1 and MW-8 within the PCE plume will be performance monitoring wells'. The following Closure Strategy concurs with Ecology's selection of performance and compliance monitoring wells

5.0 CLOSURE STRATEGY

We propose a closure strategy consisting of:

- Periodic monitoring at the Conditional Points of Compliance, and;
- Implementation of Institutional Controls in the form of an Environmental Covenant.

The following provides the reasoning and basis for the closure strategy.

5.1 BASIS FOR CLOSURE STRATEGY

The current cost of remediation has exceeded \$422,000. As discussed in the RI/FS, even with treatment in the source area using best available remediation techniques, it may not be technically possible to achieve the CUL throughout the site within a reasonable restoration time. The disproportionate costs for future treatment events and results of the ISCO program demonstrate that it is not practical to initiate additional proactive remedial options to establish Method A CULs throughout the site. Sufficient groundwater monitoring data has been collected since December 2009 to delineate the nature, degree, and extent of the PCE contamination. Results demonstrate that the limited extent of contamination is clearly defined within the site. It is apparent that the overall PCE concentrations in groundwater have declined; likely because of natural degradation and attenuation processes. PCE concentrations should continue to decrease since PCE use at the Site ceased over 30 years ago and the septic tank leach field of Building 11 (the source area) has been decommissioned. The plume is stable or declining as demonstrated by the BIOCHLOR model. Furthermore, the concentrations of PCE in the monitoring wells are low and do not pose a risk of direct exposure or indoor air exposure in the fully developed industrial setting and present no threat of exposure to off-site receptors.

Although Ecology typically requires cleanup levels to be met across the entire site (i.e., the standard point of compliance), in cases where cleanup levels cannot be reasonably achieved without implementing disproportionately costly remedial actions, a conditional point of compliance is often utilized and was recommended by Ecology for this site.

Results of the Biochlor model show that groundwater quality will meet the CULs at the conditional points of compliance established by Ecology (Ecology, June 1, 2015). Periodic monitoring will be conducted to confirm the model's prediction that CULs will be met at the points of compliance. Monitoring the performance wells in the source area where contamination exceeds the CULs will provide water quality information in the source area to confirm that the institutional controls need to remain in place. The Environmental Covenant will ensure protection of human health and the environment in the area where groundwater contaminant concentrations remain above the CULs.

5.2 IMPLEMENTATION OF CLOSURE

5.2.1 Periodic Monitoring at Conditional Points of Compliance

Periodic monitoring of Conditional Points of Compliance utilizing monitoring wells MW-2, MW-3, MW-4 and MW-6. Monitoring wells MW-1 and MW-8 will be performance monitoring wells. A Compliance Monitoring Plan will be prepared specifying monitoring cadence and sampling constituents.

5.2.2 Institutional Controls

Implementation of Institutional Controls in the form of an Environmental Covenant with the following restrictions:

- Land Use: The remedial action for the property was based on a cleanup designed for industrial land use. As such, the property shall be used in perpetuity only for industrial land uses as that term is defined in the rules promulgated under Chapter 70.105D.RCW. All non-industrial land use on the property is prohibited.
- Groundwater Withdrawal: The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law

CLEANUP ACTION PLAN-FORMER BAYLINER MARINE, ARLINGTON, WA

References
August 1, 2018

6.0 REFERENCES

Phase I Environmental Site Assessment Bayliner Marine. Stantec. March 29, 2009

Phase II Environmental Site Assessment Report Bayliner Marine. Stantec. June 25, 2009

Environmental Site Investigation Report Bayliner Marine. Stantec. December 23, 2009

Additional Site Characterization Report Bayliner Marine. Stantec. April 9, 2010

Remedial Investigation and Feasibility Study Former Bayliner Marine. April 12, 2011

Ecology Opinion Letter US Mariner Bayliner Marine. June 1, 2015

Groundwater Monitoring and Sampling Report. Stantec. December 18, 2017

CLEANUP ACTION PLAN-FORMER BAYLINER MARINE, ARLINGTON, WA

References
August 1, 2018

TABLES

Table 1
Summary of Groundwater Monitoring Results
Former Bayliner Marine Facility - Arlington, Washington

Well/Borehole ID	Sample Collection Date	Total Depth of Well (feet)	Top of Casing Elevation (ft. MSL)	Screened Interval (ft. bgs)		Screened Interval (ft. MSL)		Depth to Groundwater (feet)	Groundwater Elevation (ft. MSL)	Volatile Organic Compounds ¹ (VOCs) (µg/L)		
				Top	Bottom	Top	Bottom			Tetrachloroethene (PCE)	Trichloroethene (TCE)	All Remaining VOCs
MW-1	12/10/2009	29.95	129.42	15	30	114.42	99.42	18.89	110.53	59	ND	ND
	2/18/2010	29.95	129.42	15	30	114.42	99.42	16.71	112.71	48	ND	ND
	5/26/2010	29.95	129.42	15	30	114.42	99.42	16.51	112.91	50	ND	ND
	9/9/2010	29.95	129.42	15	30	114.42	99.42	19.22	110.20	57	ND	ND
	12/20/2010	29.95	129.42	15	30	114.42	99.42	17.28	112.14	43	ND	ND
	9/22/2011	29.95	129.42	15	30	114.42	99.42	16.53	112.89	32	ND	ND
	9/6/2013	29.95	129.42	15	30	114.42	99.42	17.05	112.37	35	ND	ND
	11/26/2013	29.95	129.42	15	30	114.42	99.42	18.28	111.14	35	ND	ND
	6/5/2014	29.95	129.42	15	30	114.42	99.42	13.72	115.70	30.6	ND	ND
	9/16/2014	29.95	129.42	15	30	114.42	99.42	18.10	111.32	36.5	ND	ND
	10/27/2015	29.95	129.42	15	30	114.42	99.42	20.92	108.50	33	ND	ND
	3/18/2016	29.95	129.42	15	30	114.42	99.42	10.65	118.77	25	ND	ND
8/14/2017	29.95	129.42	15	30	114.42	99.42	16.44	112.98	24	ND	ND	
MW-2	12/10/2009	27.25	129.68	15	30	114.68	99.68	20.02	109.66	ND	ND	ND
	2/18/2010	27.25	129.68	15	30	114.68	99.68	17.64	112.04	ND	ND	ND
	5/26/2010	27.25	129.68	15	30	114.68	99.68	17.41	112.27	ND	ND	ND
	9/9/2010	27.25	129.68	15	30	114.68	99.68	18.48	111.20	ND	ND	ND
	12/20/2010	27.25	129.68	15	30	114.68	99.68	18.49	111.19	ND	ND	ND
	9/22/2011	27.25	129.68	15	30	114.68	99.68	16.80	112.88	ND	ND	ND
	9/6/2013	27.25	129.68	15	30	114.68	99.68	17.40	112.28	ND	ND	ND
	11/26/2013	27.25	129.68	15	30	114.68	99.68	18.92	110.76	ND	ND	ND
	6/5/2014	27.25	129.68	15	30	114.68	99.68	14.63	115.05	ND	ND	ND
	9/16/2014	27.25	129.68	15	30	114.68	99.68	18.67	111.01	ND	ND	ND
	10/27/2015	27.25	129.68	15	30	114.68	99.68	21.47	108.21	ND	ND	ND
	3/18/2016	27.25	129.68	15	30	114.68	99.68	11.81	117.87	ND	ND	ND
8/14/2017	27.25	129.68	15	30	114.68	99.68	16.88	112.80	ND	ND	ND	
MW-3	12/10/2009	24.30	129.90	10	25	119.90	104.90	16.89	113.01	ND	ND	ND
	2/18/2010	24.30	129.90	10	25	119.90	104.90	15.02	114.88	ND	ND	ND
	5/26/2010	24.30	129.90	10	25	119.90	104.90	14.85	115.05	ND	ND	ND
	9/9/2010	24.30	129.90	10	25	119.90	104.90	19.20	110.70	ND	ND	ND
	12/20/2010	24.30	129.90	10	25	119.90	104.90	15.28	114.62	ND	ND	ND
	9/22/2011	24.30	129.90	10	25	119.90	104.90	15.39	114.51	ND	ND	ND
	9/6/2013	24.30	129.90	10	25	119.90	104.90	15.89	114.01	ND	ND	ND
	11/26/2013	24.30	129.90	10	25	119.90	104.90	16.77	113.13	ND	ND	ND
	6/5/2014	24.30	129.90	10	25	119.90	104.90	12.24	117.66	ND	ND	ND
	9/16/2014	24.30	129.90	10	25	119.90	104.90	16.70	113.20	ND	ND	ND
	10/27/2015	24.30	129.90	10	25	119.90	104.90	19.57	110.33	ND	ND	ND
	3/18/2016	24.30	129.90	10	25	119.90	104.90	8.95	120.95	ND	ND	ND
8/14/2017	24.30	129.90	10	25	119.90	104.90	NM	NM	NS	ND	ND	
MW-4	12/10/2009	28.40	130.42	15	30	115.42	100.42	21.20	109.22	13	16	ND
	2/18/2010	28.40	130.42	15	30	115.42	100.42	18.55	111.87	5.3	ND	ND
	5/26/2010	28.40	130.42	15	30	115.42	100.42	18.24	112.18	5	ND	ND
	9/9/2010	28.40	130.42	15	30	115.42	100.42	19.79	110.63	5.2	ND	ND
	12/20/2010	28.40	130.42	15	30	115.42	100.42	19.62	110.80	7.7	ND	ND
	9/22/2011	28.40	130.42	15	30	115.42	100.42	17.10	113.32	2.4	ND	ND
	9/6/2013	28.40	130.42	15	30	115.42	100.42	17.74	112.68	ND	ND	ND
	11/26/2013	28.40	130.42	15	30	115.42	100.42	19.61	110.81	3.1	ND	ND
	6/5/2014	28.40	130.42	15	30	115.42	100.42	15.26	115.16	1.73	ND	ND
	9/16/2014	28.40	130.42	15	30	115.42	100.42	19.25	111.17	3.92	ND	ND
	10/27/2015	28.40	130.42	15	30	115.42	100.42	23.16	107.26	5.9	ND	ND
	3/18/2016	28.40	130.42	15	30	115.42	100.42	12.47	117.95	ND	ND	ND
8/14/2017	28.40	130.42	15	30	115.42	100.42	17.22	113.20	3.2	ND	ND	
MTCA Method A Cleanup Level										5	5	See comments

Table 1
Summary of Groundwater Monitoring Results
Former Bayliner Marine Facility - Arlington, Washington

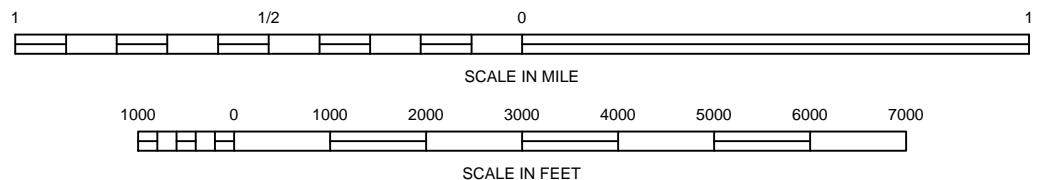
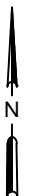
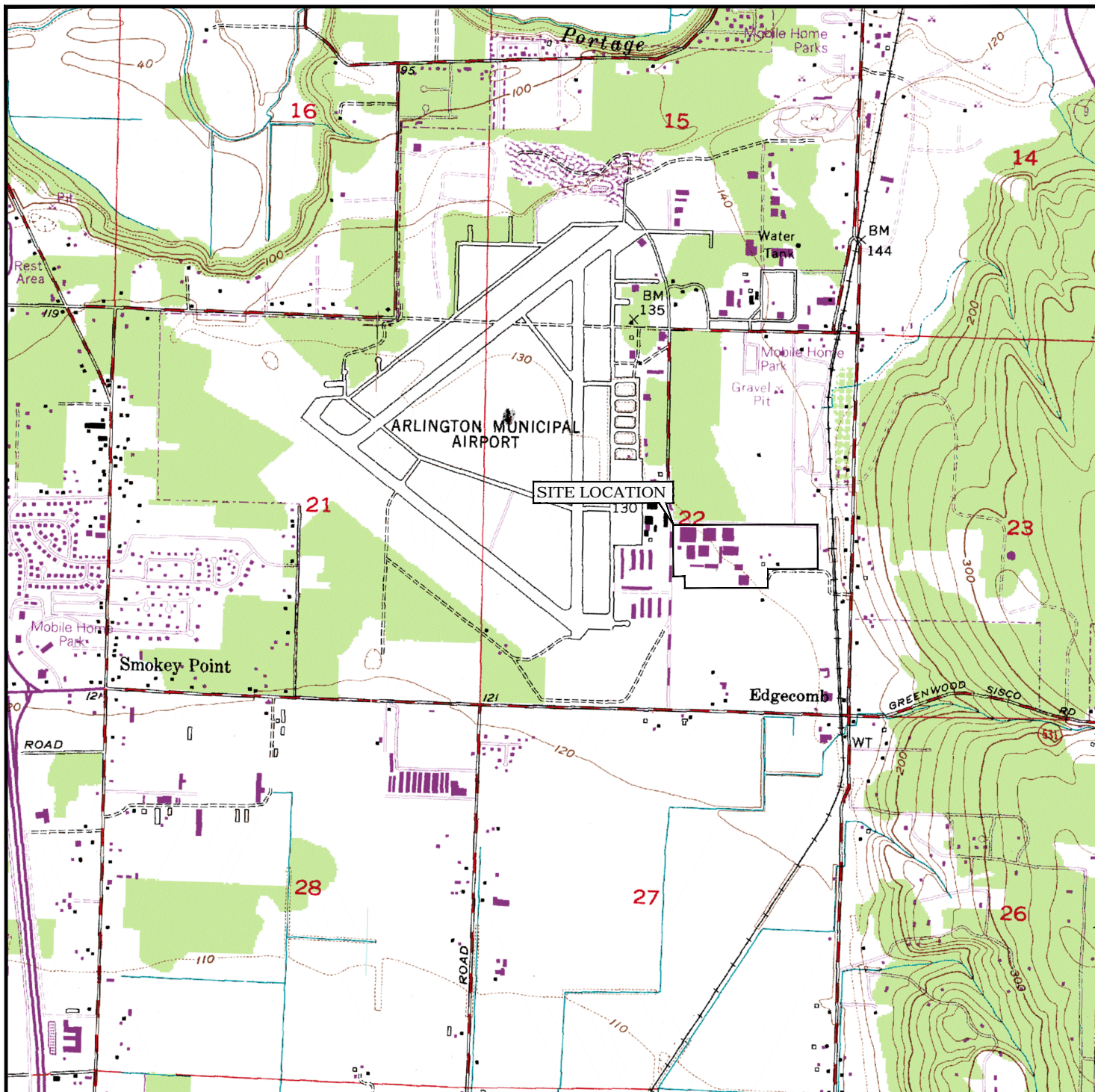
Well/Borehole ID	Sample Collection Date	Total Depth of Well (feet)	Top of Casing Elevation (ft. MSL)	Screened Interval (ft. bgs)		Screened Interval (ft. MSL)		Depth to Groundwater (feet)	Groundwater Elevation (ft. MSL)	Volatile Organic Compounds ¹ (VOCs) (µg/L)			
				Top	Bottom	Top	Bottom			Tetrachloroethene (PCE)	Trichloroethene (TCE)	All Remaining VOCs	
MW-5	12/10/2009	33.95	130.39	20	35	110.39	95.39	21.96	108.43	ND	ND	ND	
	2/18/2010	33.95	130.39	20	35	110.39	95.39	19.45	110.94	ND	ND	ND	
	5/26/2010	33.95	130.39	20	35	110.39	95.39	19.17	111.22	ND	ND	ND	
	9/9/2010	33.95	130.39	20	35	110.39	95.39	20.50	109.89	ND	ND	ND	
	12/20/2010	33.95	130.39	20	35	110.39	95.39	20.38	110.01	ND	ND	ND	
	9/22/2011	33.95	130.39	20	35	110.39	95.39	17.91	112.48	ND	ND	ND	
	9/6/2013	33.95	130.39	20	35	110.39	95.39	18.16	112.23	3.1	ND	ND	
	11/26/2013	33.95	130.39	20	35	110.39	95.39	20.37	110.02	ND	ND	ND	
	6/5/2014	33.95	130.39	20	35	110.39	95.39	16.36	114.03	ND	ND	ND	
	9/16/2014	33.95	130.39	20	35	110.39	95.39	20.07	110.32	ND	ND	ND	
	3/18/2016	33.95	130.39	20	35	110.39	95.39	13.76	116.63	ND	ND	ND	
8/14/2017	33.95	130.39	20	35	110.39	95.39	18.09	112.30	ND	ND	ND		
MW-6	2/19/2010	25.00	130.39	15	25	114.59	104.59	16.68	113.71	ND	ND	ND	
	5/26/2010	25.00	130.39	15	25	114.59	104.59	16.51	113.88	ND	ND	ND	
	9/9/2010	25.00	130.39	15	25	114.59	104.59	19.21	111.18	ND	ND	ND	
	12/20/2010	25.00	130.39	15	25	114.59	104.59	16.40	113.99	ND	ND	ND	
	9/22/2011	25.00	130.39	15	25	114.59	104.59	16.42	113.97	ND	ND	ND	
	9/6/2013	25.00	130.39	15	25	114.59	104.59	16.99	113.40	ND	ND	ND	
	11/26/2013	25.00	130.39	15	25	114.59	104.59	17.85	112.54	ND	ND	ND	
	6/5/2014	25.00	130.39	15	25	114.59	104.59	13.51	116.88	ND	ND	ND	
	9/16/2014	25.00	130.39	15	25	114.59	104.59	17.92	112.47	ND	ND	ND	
	10/27/2015	25.00	130.39	15	25	114.59	104.59	20.99	109.40	ND	ND	ND	
3/18/2016	25.00	130.39	15	25	114.59	104.59	9.76	120.63	ND	ND	ND		
8/14/2017	25.00	130.39	15	25	114.59	104.59	16.62	113.77	ND	ND	ND		
MW-7	2/19/2010	30.00	131.27	15	30	116.27	101.27	19.90	111.37	ND	ND	ND	
	5/26/2010	30.00	131.27	15	30	116.27	101.27	19.61	111.66	ND	ND	ND	
	9/9/2010	30.00	131.27	15	30	116.27	101.27	21.13	110.14	ND	ND	ND	
	12/20/2010	30.00	131.27	15	30	116.27	101.27	20.89	110.38	ND	ND	ND	
	9/22/2011	30.00	131.27	15	30	116.27	101.27	18.38	112.89	ND	ND	ND	
	9/6/2013	30.00	131.27	15	30	116.27	101.27	18.85	112.42	ND	ND	ND	
	11/26/2013	30.00	131.27	15	30	116.27	101.27	20.92	110.35	ND	ND	ND	
	6/5/2014	30.00	131.27	15	30	116.27	101.27	16.62	114.65	ND	ND	ND	
	9/16/2014	30.00	131.27	15	30	116.27	101.27	20.57	110.70	ND	ND	ND	
	3/18/2016	30.00	131.27	15	30	116.27	101.27	13.80	117.47	ND	ND	ND	
8/14/2017	30.00	131.27	15	30	116.27	101.27	18.51	112.76	ND	ND	ND		
MW-8	9/22/2011	26.70	NM	12	27	NM	NM	16.76	NM	NM	25	ND	ND
	9/6/2013	26.70	NM	12	27	NM	NM	17.32	NM	NM	34	ND	ND
	11/26/2013	26.70	NM	12	27	NM	NM	18.67	NM	NM	34	ND	ND
	6/5/2014	26.70	NM	12	27	NM	NM	NM	NM	NM	36.9	ND	ND
	9/16/2014	26.70	NM	12	27	NM	NM	18.42	NM	NM	42.4	ND	ND
	10/27/2015	26.70	NM	12	27	NM	NM	21.29	NM	NM	44	ND	ND
	3/18/2016	26.70	NM	12	27	NM	NM	10.09	NM	NM	26	ND	ND
8/14/2017	26.70	NM	12	27	NM	NM	16.74	NM	NM	28	ND	ND	
MTCA Method A Cleanup Level										5	5	See comments	

¹ = VOCs analyzed via United States Environmental Protection Agency Method 8260B
 ND = Non Detect at the laboratory's Reported Detection Limit; all reporting limits are below MTCA Method A Cleanup Level
 NS = Not Sampled
 NM = Not Measured
 MTCA - Model Toxics Control Act
 ft. bgs = feet below ground surface
 ft. MSL = feet above mean sea level
 (µg/L) = micrograms per liter


CLEANUP ACTION PLAN-FORMER BAYLINER MARINE, ARLINGTON, WA

References
August 1, 2018

FIGURE



REFERENCE: WA Digital Raster Graphics (<http://rocky2.ess.washington.edu/data/raster/drgclip/index.html>)
 7.5 Minute Series, NAD27 WA State Planes, N Zone, Trimmed
 Block o48122b2; Downloaded September 2011

 11130 NE 33RD PLACE, SUITE 200 BELLEVUE, WASHINGTON 98004 PHONE: (425) 869-9448 FAX: (425) 869-1190	FOR:	FORMER BAYLINER MARINE FACILITY 17825 59th AVENUE NE ARLINGTON, WASHINGTON			SITE LOCATION MAP	FIGURE: 1
	JOB NUMBER:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	
	182602648	ARA	GMC	MS	11/5/14	

**Text highlighted by yellow are instructions/comments and options.
Those instructions and related footnotes should be removed from the Covenant.**

After Recording Return
Original Signed Covenant to: ¹
MS. SONIA FERNANDEZ
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

NOTE: This Covenant is not valid without Ecology's approval and signature.

Environmental Covenant

(For MTCA Sites – August 20, 2015 Version)

Grantor: Arlington Advanced Manufacturing Park ²

Grantee: State of Washington, Department of Ecology (hereafter “Ecology”)

Brief Legal Description: Section 22, Township 31, Range 05 Quarter SE – TGW EQ & UNDIV INT TRS 994, 995, 996, 997 & 998 of ARL BSP PLN20110043 & PWD20110076 REC AFN 201112205001: BEING A PTN 1/2 SE1/4 of SD SEC

Tax Parcel Nos.: Tax Parcels 1 through 25

Cross Reference: Not Applicable

RECITALS ³

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 Former Bayliner Marine Facility-Arlington, WA, Facility ID No. 51332889, Cleanup Site ID No. 4208, VCP No. SW2270. 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: ⁴

¹ Some counties keep the original Covenant, others don't. If the signed original is available, it must be sent to Ecology. If the signed original is not available, send a legible copy to Ecology.

² The Grantor of a Covenant typically is the fee simple land owner of the property. The Grantor may also include holders of other property interests such as a holder of an easement, right-of-way, mineral right, lien, or mortgage.

³ This section is primarily used to describe this document and its purpose. It should not be used for substantive binding provisions.

⁴ List the contaminants for the associated media. If more than a few are present, list the top three to five for each medium.

Medium	Principal Contaminants Present
Soil	N/A
Groundwater	Tetrachloroethene (PCE)
Surface Water/Sediment	N/A

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. *This includes the following documents:*

- Phase I Environmental Site Assessment Report - Stantec, April 3, 2009
- Phase II Environmental Site Assessment Report - Stantec, June 25, 2009
- Environmental Site Investigation Report - Stantec, December 23, 2009
- Voluntary Cleanup Program Application – Stantec, February 16, 2010
- Additional Site Characterization Report - Stantec, April 9, 2010
- Remedial Investigation/Feasibility Study (RI/FS) – Stantec, April 21, 2011
- Remedial Action Report - Stantec, June 2013
- In-Situ Chemical Oxidation and Groundwater Monitoring Report – Stantec, Dec. 3, 2014
- Monitored Natural Attenuation Work Plan - Stantec, Oct. 20, 2015
- Groundwater Monitoring and Sampling Report - Stantec Dec. 18, 2017
- Cleanup Action Plan -Stantec, August 1, 2018

These reports are available on Ecology’s Cleanup Site database.

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.

COVENANT

Arlington Advanced Manufacturing Park, as Grantor ⁵ and 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.

⁵ If there is more than one Grantor, use the term “Grantors” here and throughout this document.

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

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

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

e. 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. Industrial Land Use.

The remedial action at the Property is based on a cleanup designed for and industrial property. As such, the Property shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, growing of food crops, and non-industrial commercial uses.

b. Groundwater Use.

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring and remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

c. Monitoring.

Seven groundwater monitoring wells are located on the Property to monitor performance of the remedial action. One well is located off-Property in the westbound lane of 180th Street NE (north of Building 2). The locations of the monitoring wells are shown on Figure 2 in **EXHIBIT C**. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight 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 damage and submit a report documenting the work to Ecology within thirty (30) days of completing the repairs.

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 in any part of the Property, 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.⁶
 - ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE SNOHOMISH COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.
 - iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation 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

⁶ Ecology may waive this notice provision for some units at a Property where the anticipated use is a multi-tenant/owner building where some owners or tenants are unlikely to be exposed to residual contamination. For example: upper story apartments or condominiums, or commercial tenants in a strip mall, with limited rights to use the grounds under and around the building (such as for parking).

If Ecology agrees to such a waiver, the circumstances of the waiver must be detailed in paragraph 4.a.i. In addition to the specific circumstances, this provision must include the following statement: "Waiver of this advance notice to Ecology for these transactions does not constitute waiver of this notice for the entire Property nor a waiver of the requirement in Section 4.a.ii. to include this notice in any document conveying interest in the Property."

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.

Arlington Advanced Manufacturing Park 3316 Fuhrman Avenue East, Suite 200 Seattle, WA 98102 (360) 435-5151	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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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.⁷ For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:⁸

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.⁹

⁷ Example of inconsistent uses are using the Property for a use not allowed under the covenant (i.e. mixed residential and commercial use on a property restricted to industrial uses), OR drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

⁸ An example of an activity that is unlikely to be considered a permanent modification is a proposal to disturb a cap to repair an existing underground utility that passes through the site. However, installing a new underground utility within a capped area would be a permanent change.

⁹ As time passes, the original grantor and other signers of the Covenant may no longer exist as viable entities. This provision is intended to allow future amendments or termination of the Covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

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 SIGNATURE BLOCK FOR ORIGINAL COVENANTS]

Each person who signs must have a separate signature block and applicable notary acknowledgment. Repeat as many times as necessary.

Holders of other property interests must either sign the amended Covenant as a GRANTOR or sign the subordination agreement in Exhibit D.

The undersigned Grantor warrants he/she holds the title **[to the Property] OR [to an (Easement/Right of Way/etc.) on the Property]** and has authority to execute this Covenant.

EXECUTED this _____ day of _____, 20____.

_____ **[SIGNATURE]** _____

by: _____ **[PRINTED NAME]** _____

Title: _____

Insert one of the following, as applicable after each signature. See example format on page after next:

- INDIVIDUAL ACKNOWLEDGMENT
- CORPORATE ACKNOWLEDGMENT
- REPRESENTATIVE ACKNOWLEDGEMENT

[GRANTOR’S SIGNATURE BLOCK FOR AMENDED COVENANTS]

Each person who signs must have a separate signature block and applicable notary acknowledgment. Repeat as many times as necessary.

When amending a Covenant, each GRANTOR of the existing Covenant must sign the amended Covenant unless the GRANTOR waived its rights under Section 5(b) of the Covenant.

Holders of other property interests must either sign the amended Covenant as a GRANTOR or sign the subordination agreement in Exhibit D.

The undersigned Grantor warrants he/she holds the title **[to the Property] OR [to an (Easement/Right of Way/etc.) on the Property]** and has authority to execute this Covenant.

EXECUTED this _____ day of _____, 20__.

The undersigned further acknowledges **[Environmental or Restrictive]** Covenant **[# OF THE ORIGINAL COVENANT]** filed in **[]** County, is hereby terminated and replaced with the above Environmental Covenant.

_____ **[SIGNATURE]** _____

by: _____ **[PRINTED NAME]** _____

Title: _____

Insert one of the following, as applicable. See example format on next page:

- INDIVIDUAL ACKNOWLEDGMENT
- CORPORATE ACKNOWLEDGMENT
- REPRESENTATIVE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington ¹⁰
Residing at _____
My appointment expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of Washington ¹⁵
Residing at _____
My appointment expires _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the _____ [**TYPE OF AUTHORITY**] of _____ [**NAME OF PARTY BEING REPRESENTED**] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington ¹⁵
Residing at _____
My appointment expires _____

¹⁰ Where landowner is located out of state, replace with appropriate out-of-state title and location.

[ECOLOGYS SIGNATURE BLOCK]

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: _____ [PRINTED NAME] _____

Title: _____

Dated: _____

STATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Exhibit A

LEGAL DESCRIPTION

Property Account Summary

7/31/2018

Parcel Number	31052200404000	Property Address	UNKNOWN , , WA
---------------	----------------	------------------	----------------

General Information

Property Description	Section 22 Township 31 Range 05 Quarter SE - LOT 11 TGW EQ & UNDIV INT TRS 994, 995, 996, 997 & 998 OF ARL BSP PLN20110043 & PWD20110076 REC AFN 201112205001; BEING A PTN N1/2 SE1/4 OF SD SEC
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00110

Property Characteristics

Use Code	637 Warehousing & Storage Services
Unit of Measure	Acre(s)
Size (gross)	0.66

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	ARLINGTON ADVANCED MANUFACTURING PARK	720 N 10TH ST, A-128, RENTON, WA 98057
Owner	100	ARLINGTON ADVANCED MANUFACTURING PARK	3316 FUHRMAN AVE E STE 200, SEATTLE, WA 98102

Property Values*(360) 435-5151*

Value Type	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015	Tax Year 2014
Taxable Value Regular	\$679,000	\$522,000	\$470,000	\$418,000	\$418,000
Exemption Amount Regular					
Market Total	\$679,000	\$522,000	\$470,000	\$418,000	\$418,000
Assessed Value	\$679,000	\$522,000	\$470,000	\$418,000	\$418,000
Market Land	\$179,700	\$116,200	\$116,200	\$116,200	\$116,200
Market Improvement	\$499,300	\$405,800	\$353,800	\$301,800	\$301,800
Personal Property					

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
11/22/2016	11/29/2016 14:59:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 1120230, Easement by sasset
11/22/2016	11/22/2016 15:00:00	Excise Processed	Property Transfer Filing No.: 1120230, Easement 11/22/2016 by strsat
11/01/2016			

	11/29/2016 14:58:00	Property Assigned To Transfer/Sale	Property Assigned to Transfer/Sale. Filing No.: 1120218, Easement by sasset
11/01/2016	11/22/2016 14:51:00	Excise Processed	Property Transfer Filing No.: 1120218, Easement 11/01/2016 by strsat
04/23/2012	04/23/2012 11:48:00	Tax Bill Recalculation	Seg/Merge for 2012 performed by strkdh
04/10/2012	04/10/2012 07:24:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2012 by sasmjt
04/06/2012	04/06/2012 13:54:00	Property Characteristic Changed	2012 Use Code changed from 344 Transportation Equipment to 637 Warehousing & Storage Services by sasmjt

Tax Balance**Installments Payable**

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2018	2	10/31/2018	\$3,966.54	\$0.00	\$3,966.54	\$3,966.54	Select

Installments Payable/Paid for Tax Year(Enter 4-digit Year, then Click-Here): 2018

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
ARLINGTON SCHOOL DIST NO 16	4.68	\$3,176.15	\$3,176.15	\$0.00
CITY OF ARLINGTON	2.03	\$1,379.94	\$264.16	\$1,115.78
PUB HOSP #3	0.64	\$433.28	\$433.28	\$0.00
PUB HOSP #3	0.31	\$208.84	\$0.00	\$208.84
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.38	\$257.77	\$0.00	\$257.77
SNOHOMISH COUNTY-CNT	0.79	\$537.09	\$0.00	\$537.09
STATE	2.85	\$1,933.98	\$0.00	\$1,933.98
SNOHOMISH CONSERVATION DISTRICT		\$6.03	\$0.00	\$6.03
TOTAL	11.67	\$7,933.08	\$3,873.59	\$4,059.49

Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2019	\$186,900.00	\$546,100.00	\$733,000.00	\$0.00	\$0.00	\$0.00

Levy Rate History

Tax Year	Total Levy Rate
2017	11.441932
2016	12.192001
2015	12.649392

Real Property Structures

Description	Type	Year Built	More Information
BLDG 11 BOAT STORAGE & LOADING	Commercial	1977	View Detailed Structure Information

Receipts

Date	Receipt No.	Amount Applied to Parcel	Receipt Total
03/29/2018 00:00:00	9768739	\$3,966.54	\$7,933.08
10/11/2017 00:00:00	9527724	\$2,988.86	\$2,988.86
03/09/2017 00:00:00	9192627	\$2,988.86	\$5,977.72
11/02/2016 00:00:00	9145492	\$2,867.63	\$2,867.63
04/11/2016 00:00:00	8662146	\$2,867.63	\$5,735.26
10/27/2015 00:00:00	8452929	\$2,646.24	\$2,646.24
03/19/2015 00:00:00	8093050	\$2,646.24	\$5,292.48
10/21/2014 00:00:00	7878895	\$2,616.55	\$2,616.55
03/17/2014 00:00:00	7537661	\$2,616.54	\$5,233.09
10/08/2013 00:00:00	7302041	\$2,386.64	\$2,386.64

05/06/2013 00:00:00

7237472

\$2,386.63

\$4,773.27

Sales History

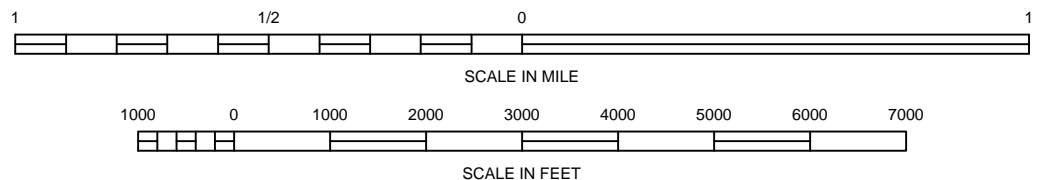
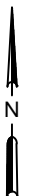
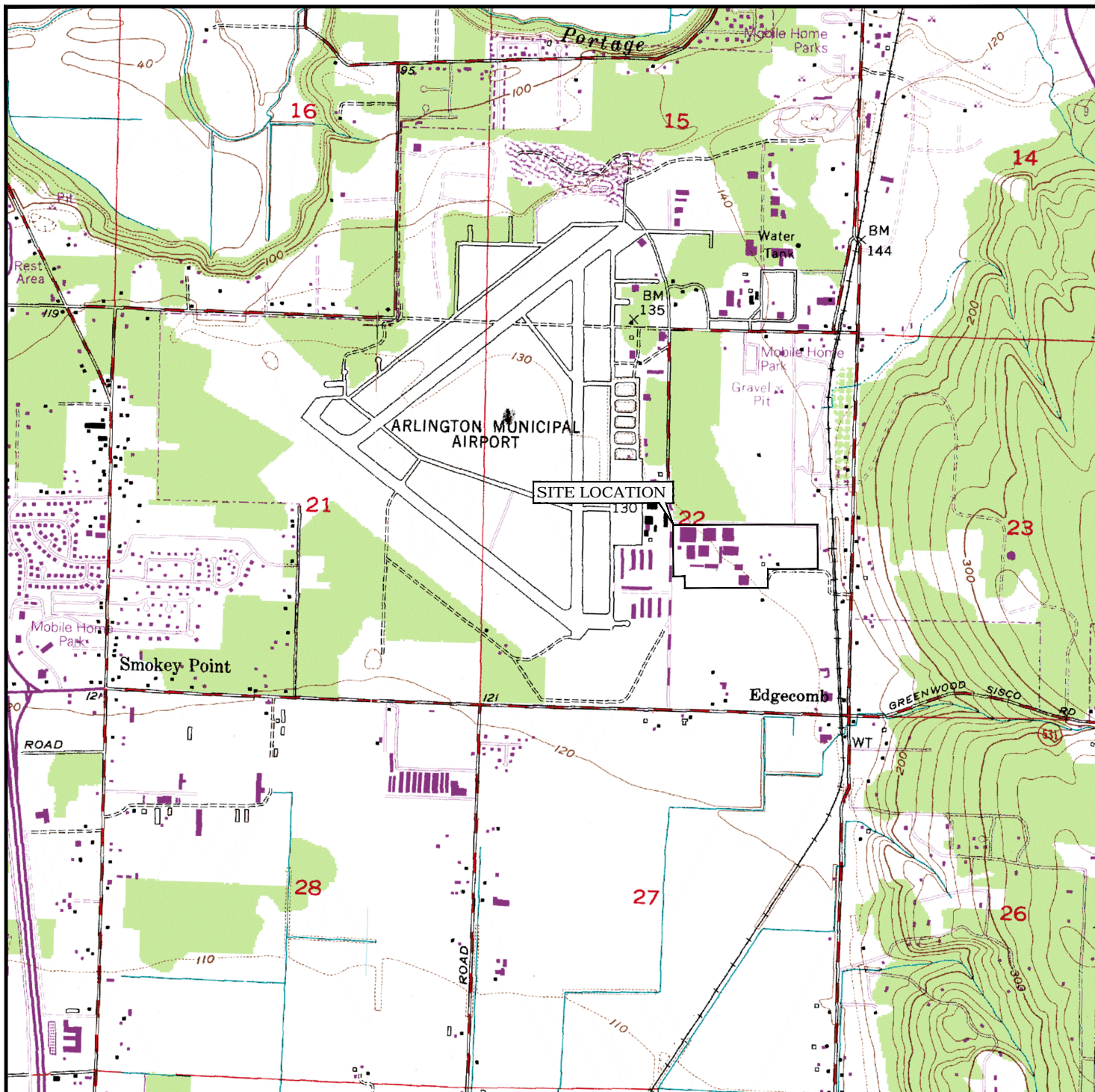
Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee (Buyer)	Other Parcels
11/01/2016	11/22/2016	11/01/2016		\$7,273.00	1120218	X	M	ARLINGTON ADVANCED MANUFACTURING PAR	PUD #1 OF SNOHOMISH COUNTY	No
11/22/2016	11/22/2016	11/22/2016		\$2,727.00	1120230	X	M	ARLINGTON ADVANCED MANUFACTURING PAR	PUD #1 OF SNOHOMISH COUNTY	No

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5203002	31	05	22	SE	View parcel maps for this Township/Range/Section

Exhibit B

PROPERTY LOCATION MAP



REFERENCE: WA Digital Raster Graphics (<http://rocky2.ess.washington.edu/data/raster/drgclip/index.html>)
 7.5 Minute Series, NAD27 WA State Planes, N Zone, Trimmed
 Block o48122b2; Downloaded September 2011


 11130 NE 33RD PLACE, SUITE 200 BELLEVUE, WASHINGTON 98004 PHONE: (425) 869-9448 FAX: (425) 869-1190	FOR:	FORMER BAYLINER MARINE FACILITY 17825 59th AVENUE NE ARLINGTON, WASHINGTON			SITE LOCATION MAP	FIGURE: 1
	JOB NUMBER:	DRAWN BY:	CHECKED BY:	APPROVED BY:	DATE:	
	182602648	ARA	GMC	MS	11/5/14	

Exhibit C

MONITORING WELL LOCATION MAP

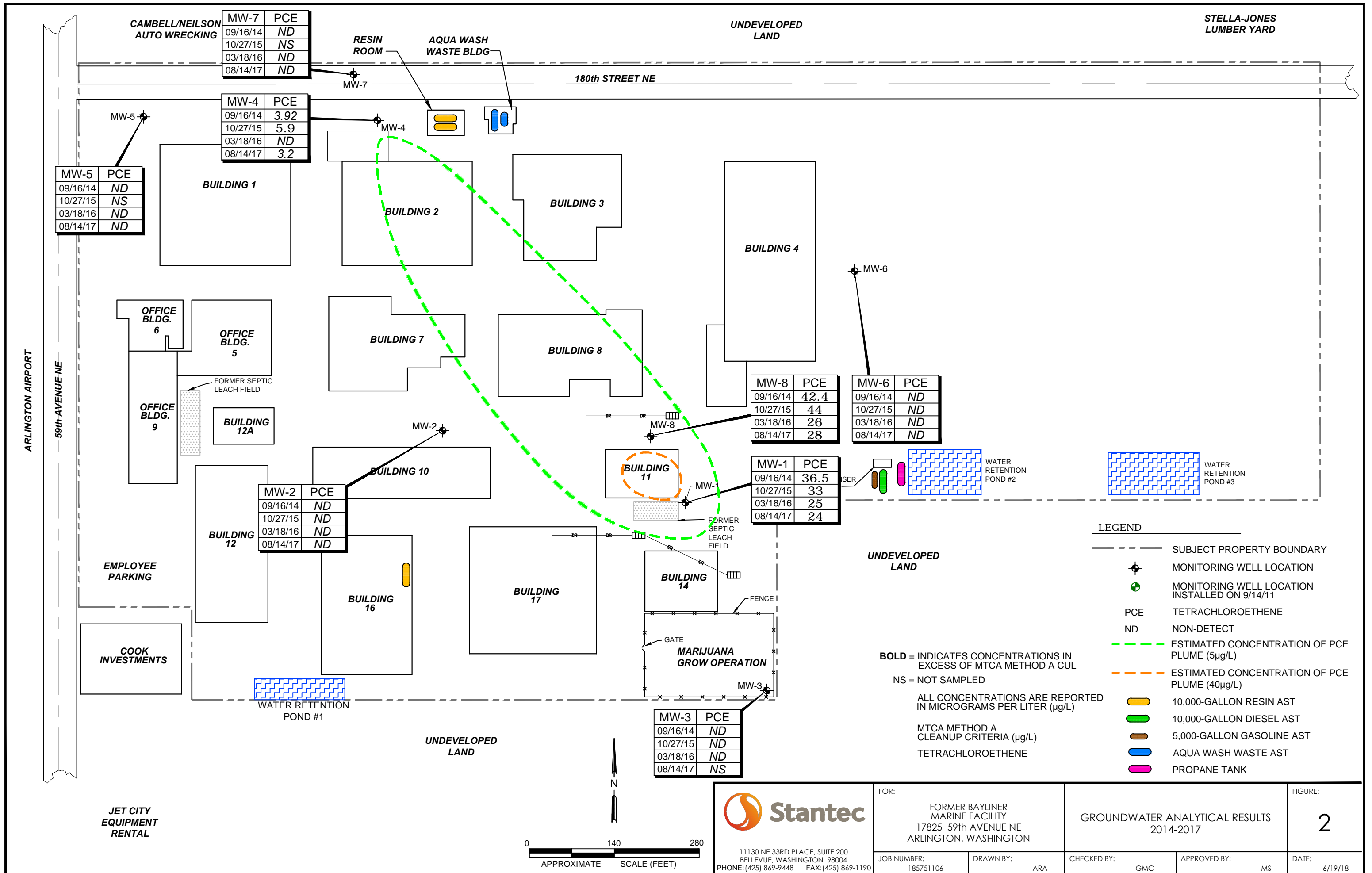


Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That ___ [HOLDER'S NAME] ___, the owner and holder of that certain ___ [INSTRUMENT – E.G. EASEMENT/ROW/MORTGAGE/ETC.] ___ bearing the date the _____ day of ___ [MONTH] ___, ___ [YEAR] ___, executed by ___ [NAME OF PERSON THAT GRANTED THE INTEREST BEING SUBORDINATED] ___, ___ [LEGAL STATUS OF ORIGINAL GRANTOR – E.G. LANDOWNER, CORPORATE OFFICER, ETC.] ___, and recorded in the office of the County Auditor of ___ [COUNTY] ___ County, State of Washington, on ___ [DATE] ___, under Auditor's File Number _____, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated ___ [DATE] ___, executed by ___ [NAME OF PERSON SIGNING THIS SUBORDINATION AGREEMENT] ___, and recorded in ___ [COUNTY] ___ County, Washington under Auditor's File Number _____.

_____ [SIGNATURE] _____

by: _____ [PRINTED NAME] _____

Title: _____

Dated: _____

Insert one of the following, as applicable. See example format on next page:
 INDIVIDUAL ACKNOWLEDGMENT
 CORPORATE ACKNOWLEDGMENT
 REPRESENTATIVE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington ¹¹
Residing at _____
My appointment expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of Washington ¹⁶
Residing at _____
My appointment expires _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the _____ [**TYPE OF AUTHORITY**] of _____ [**NAME OF PARTY BEING REPRESENTED**] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington ¹⁶
Residing at _____
My appointment expires _____

¹¹ Where landowner is located out of state, replace with appropriate out-of-state title and location.

APPENDIX 1

EXAMPLE SITE-SPECIFIC COVENANT PROVISIONS**a. Land Use.** ¹²

Option 1 Industrial Land Use: The remedial action for the Property is based on a cleanup designed for industrial property. As such, the Property shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, growing of food crops, and non-industrial commercial uses.

Option 2 Commercial Land Use: The remedial action for the Property is based on a cleanup designed for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

Option 3 Park: The remedial action for the Property is based on a cleanup designed for a public park. As such, the Property shall be used in perpetuity only for a public park. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, grazing of animals, and growing of food crops.

Option 4 [Specify other land use limitations as appropriate.]

b. Containment of Soil/Waste Materials. ¹³

[Use where contaminated soil or solid or hazardous waste remains on the property.]

The remedial action for the Property is based on containing contaminated soil **[and waste materials]** under a cap consisting of **[Insert a description of the cap]** ¹⁴ and located as illustrated in **[Exhibit B/C]** ¹⁵. The primary purpose of this cap is to **[Insert purpose of cap]**. ¹⁶ As such, the following restrictions shall apply within the area illustrated in **[Exhibit B/C]** ¹⁷:

Option 1 [Use where a cap is required.] Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

¹² Use one of these restrictions only if the underlying zoning allows the use.

¹³ Waste materials means solid wastes as defined in Chapter 70.95 RCW or hazardous wastes as defined in Chapter 70.105 RCW and the rules promulgated under these statutes.

¹⁴ Such as: an X foot thick layer of clean soil; an engineered cap consisting of X inches of clean soil overlying a X mil thick geomembrane and/or clay layer; asphalt pavement; an X square foot building, etc.]

¹⁵ Be very clear in describing or diagramming where the contamination is located relative to a legally defined benchmark such as a property line or survey monument; or use a legal description.

¹⁶ Such as: minimize the potential for contact with contaminated soil; minimize leaching of contaminants to groundwater and surface water; prevent runoff from contacting contaminated soil; minimize airborne contaminants. A cap may have multiple purposes.

¹⁷ NOTE: More than one exhibit may be necessary to illustrate the area restricted by this and other limitations.

Option 2 [Use when contamination is left behind under a building.]

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil [and waste materials], result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in [Exhibit B/C] so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil [and waste materials].

Option 3: [Use when periodic inspections of a cap/building are included.]

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the [cap/building] and report within thirty (30) days of the inspection the condition of the [cap/building] and any changes to the [cap/building] that would impair its performance.

c. Stormwater facilities. [Use when infiltration needs to be controlled to minimize leaching from soil or waste materials, or spreading of groundwater contamination.]

To minimize the potential for mobilization of contaminants remaining in the [soil/waste materials/groundwater] on the Property, no stormwater infiltration facilities or ponds shall be constructed [on the Property] OR [within the area of the Property illustrated in Exhibit B/C]. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.¹⁸

d. Vapor/gas controls. [Use when vapors and/or methane gas are a concern. An example of when this provision would be appropriate is if a soil cap or a groundwater conditional point of compliance are being used to address volatile contaminants remaining on the property.]

The residual contamination on the Property includes [volatile chemicals that may generate harmful vapors] and/or [biodegradable wastes/chemicals that may generate methane, a combustible gas]. As such, the following restrictions shall apply [on the Property] or [within the area of the Property illustrated in Exhibit B/C] to minimize the potential for exposure to these vapors:

1. No building or other enclosed structure shall be constructed [on the Property/within this area] unless approved by Ecology.
2. If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a [vapor/gas] control system that is operated and maintained to prevent the migration of [vapors/gas] into the building or structure, unless an alternative approach is approved by Ecology.

e. Groundwater Use. [Use when groundwater use restrictions are required.]

The groundwater beneath [the Property] OR [within the area of the Property illustrated in Exhibit B/C] remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted [from the

¹⁸ NOTE: Most local ordinances require on-site infiltration of runoff. If redevelopment of the Property is anticipated, the cleanup plan should reserve an area for this infiltration to occur without exacerbating leaching of residual soil contamination or enhancing movement of contaminants within the groundwater.

Property/within this area] for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

f. Sediments. [Use for sediment cleanup sites.]¹⁹

The residual contamination on the Property includes contaminated sediments. As such, the following restrictions shall apply to minimize potential disturbance of these sediments **[on the Property] OR [within the area of the Property illustrated in Exhibit B/C]**:

Option 1 [Use where a cap is required.] Any activity **[on the Property/within this area]** that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; excavation; installation of buried utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Option 2 No docks or other structures shall be constructed **[on the Property/within this area]** without prior written approval of Ecology.

Option 3 No dredging shall be allowed **[on the Property/within this area]** without prior written approval of Ecology.

Option 4 No ships or boats shall be allowed to anchor or use side thrusters **[on the Property/within this area]**. A no wake zone shall be enforced and ships and boats shall be limited to a draft depth of **[XX]** feet **[on the Property/within this area]**.

Option 5 No digging for clams, setting of crab pots or fishing nets, anchoring of mooring buoys or channel markers, or similar activities that could disturb the surface of the sediment shall be allowed **[on the Property/within this area]** without prior written approval of Ecology.

g. Monitoring. [Use for long-term protection of monitoring devices.]

Several **[groundwater monitoring wells, vapor probes, etc.]** are located on the Property to monitor the performance of the remedial action. 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.

h. Other.

[Add other property-specific use or activity restrictions and affirmative obligations that are necessary but not identified above. Examples include special remedy-specific requirements such as restrictions on structures over leachate/groundwater collection systems, or protection requirements for cut-off walls or sheet piling.]

¹⁹ NOTE: Sediment restrictions are currently evolving. Additional guidance can be found in Ecology's Sediment Cleanup Users Manual II (SCUM II), Publication No. 12-09-057, located at: <https://fortress.wa.gov/ecy/publications/SummaryPages/1209057.html>

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