



**PERIODIC REVIEW REPORT
FINAL**

**Founder's Choice
Facility Site ID#: 8569
Cleanup Site ID#: 12105**

**1517 South Tacoma Way
Tacoma, Washington**

**Southwest Regional Office
TOXICS CLEANUP PROGRAM**

May 2020

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup conditions and monitoring data to ensure that human health and the environment are being protected at the Founder's Choice Site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The cleanup actions resulted in concentrations of petroleum hydrocarbons remaining at the Site in soil and groundwater that exceeds MTCA Method A cleanup levels. The MTCA Method A cleanup levels for soil are established under WAC 173-340-740(2). The MTCA Method A cleanup levels for groundwater are established under WAC 173-340-720(3). WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a Site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action.
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree.
- (c) Or, as resources permit, whenever the department issues a No Further Action (NFA) opinion.
- (d) And one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup.
 - 2. Where the cleanup level is based on a practical quantitation limit.
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using Site-specific information would significantly increase the concentration of hazardous substances remaining at the Site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

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

The department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF CONDITIONS

2.1 Site History

The Founder's Choice Property is located at 1517 South Tacoma Way, Tacoma, Washington, in Pierce County. The property is comprised of three tax parcels (7105000300, 7105000301, and 7105000340). The property is currently a commercial property surrounded by other industrial and commercial businesses, paved parking lots, and access roads. The Site is bounded by South Tacoma Way to the south, Tacoma Airsoft Center to the north, South Sawyer Avenue to the west and Acoustics Northwest to the east. A Vicinity Map and a Site Plan are available as Appendix 6.1 and Appendix 6.2, respectively. Following remedial activities, a Restrictive Covenant was recorded for the property on January 30, 2014. The Site received a NFA determination on January 24, 2014.

Records indicate that there was a historic gas station adjacent to the subject Site. A 1,700-gallon underground storage tank (UST) and a 500-gallon UST were at the Site to store Bunker-C and heating oil, respectively. In October 1992, the property owner hired N.W. Construction General Contracting, Inc. to remove the 1,700-gallon UST. The 500-gallon UST was also removed in 1992 however the exact date is unknown. Investigations indicated that releases from the heating oil UST had impacted the soils and groundwater at the Site.

2.2 Site Geology and Hydrogeology

Based on the geological strata in this area the surface geology of the site as Quaternary Vashon Steilacoom gravel deposits located within the South Tacoma Channel. These deposits consist of sandy gravels with cobbles. Boring logs at the Site indicated that brown gravelly sand to depths of at least 40 feet. The conceptual geological cross-sections are included in Appendix 6.3. The groundwater encountered between 28 and 34 feet below ground surface (bgs). The groundwater gradient is very flat at the Site with a slight gradient of 0.0012 feet towards the east.

2.3 Cleanup Levels

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A Tables for each hazardous substance. The table below presents the old and current MTCA Method A cleanup levels.

Table-1: MTCA Method A Soil and Groundwater Cleanup Levels

Chemical	1991 Soil Cleanup Level (mg/kg)	Current Soil Cleanup Level (mg/kg)	1991 Groundwater Cleanup Level (µg/L)	Current Groundwater Cleanup Level (µg/L)
TPH	NA	NA	1000	NA
TPH-Gas	100	100	NA	800/1,000
TPH-Diesel	200	2,000	NA	500
TPH-Oil	200	2,000	NA	500
Benzene	0.5	0.03	5	5
Toluene	40	7	40	1,000
Ethylbenzene	20	6	30	700
Xylenes	20	9	20	1,000

Note: mg/kg: milligrams per kilogram
 µg/L: micrograms per liter

2.4 Site Investigations and Remedial Actions

2.4.1 Underground Storage Tanks Removal

In October 1992, N.W. Construction General Contracting, Inc. removed a 1,700-gallon Bunker-C UST at the Site. The tank and the pipe connections were appeared to be in good condition. During this process a total of 69 cubic yards of soil was excavated and disposed of off-Site. The tank was cleaned and disposed of at the General Metals of Tacoma. Following the UST removal, a total of six-sidewall and bottom confirmation soil samples were collected. All the soil samples were analyzed for total petroleum hydrocarbons (TPH) using the EPA Method 418.1 (hydrocarbons identification, HCID). Results of all the confirmation soil samples were below the MTCA Method A cleanup level of 200 mg/kg except one sample collected adjacent to the building foundation had a heavy oil concentration of 812 mg/kg. This concentration was above the MTCA Method A cleanup at the time (200 mg/kg) but is below the current MTCA Method A cleanup level of 2,000 mg/kg. Based on these results and the inaccessibility of the remaining soil contamination, the Tacoma Pierce County Health Department (TPCHD) issued a conditional closure in June 1993 with the condition that, in the event the building is demolished, additional investigation and cleanup would be needed. Approximate location of UST, locations of confirmation soil samples and soil sample results are included in Appendix 6.4.

The 500-gallons heating oil UST was also removed in 1992, approximately at the same time as 1,700-gallon UST removal. However, the exact date of removal is unknown. The location of 500-gallon UST is shown on Figure 2 in Appendix 6.2.

2.4.2 2012 – Additional Soil Investigations

During September 2012 through December 2012, four rounds of investigations were conducted for evaluating the potential for the Site to be impacted by the adjacent former-gas-station property and also to assess the presence or absence of impact from the former 500-gallon heating-oil tank.

2.4.2.1 Event 1 Investigation

In September 2012, four soil borings (B1 through B4) were drilled at the Site to investigate both former gas station and 500-gallon former heating-oil tank area. Three borings (B1, B2 and B4) were drilled along the southeastern boundary of the Site adjacent to the former gas station to depths ranging from 19 feet to 30 feet below ground surface (bgs). A photoionization detector (PID) was used to field screen the soils samples and the results indicated no impact to the soils. One soil sample was collected from bottom of each boring and all the samples were analyzed for gasoline-range-total petroleum hydrocarbons (TPH-G) and volatile organic compounds (VOCs). All soil sample results were below the laboratory detection limits. Based on these results and together with the results of confirmation soil samples collected during the 1,700-gallon UST removal indicated that the soil at the former gas station area was not impacted by the petroleum contamination.

The boring B3 was drilled to a depth of 19-feet in the vicinity of the suspected location of former 500-gallon heating oil tank. A strong petroleum odor was noted during the drilling. Two soil samples were collected at 13.5 feet and 19 feet bgs and analyzed for diesel-range total petroleum hydrocarbons (TPH-D). Results of a soil sample collected at 13.5 feet indicated a TPH-D concentration of 4,090 mg/kg, exceeding the MTCA Method A cleanup level of 2,000 mg/kg. Figure 3 in Appendix 6.5 shows the locations of four soil borings.

2.4.2.2 Event 2 Investigation

As a follow-up to Event 1 findings, in October 2012, soil excavation was conducted at the 500-gallon UST and near boring B3 location. An area of approximately 20 feet by 10 feet was excavated to an average depth of 13 feet bgs. Soils were observed to be unimpacted until about 10 feet in depth, where a moderate petroleum odor was noticed. Beginning at a depth of 12 feet bgs, soil staining and heavy petroleum odor was encountered. Contamination appeared to attenuate beginning at 15 feet in depth. However, due to soil and building foundation stability concerns, the excavation was stopped. Approximately 96 cubic yards of diesel-range (heating oil) contaminated soil was excavated and transported off-Site for disposal. A total of sixteen confirmation soil samples were collected from the excavation floor and sidewalls for the laboratory analysis. Results indicated that the shallower soil samples, collected from surface to 10 feet depth did not show any contamination. Soil samples collected from 11 to 15 feet bgs, TPH-D was detected exceeding the MTCA Method A cleanup level (2,000 mg/kg), with concentrations ranging from 2,370 mg/kg to 31,400 mg/kg. Figure 4, and Table 3 and Table 4 in Appendix 6.5 shows the approximate extent of soil excavation, locations of confirmation soil samples and soil samples results, respectively.

2.4.2.3 Events 3 and 4 Investigations

Following the Event 2 soil excavation in October 2012, supplemental Site investigations were conducted in November and December of 2012 to delineate the aerial and vertical extent of soil contamination at the former 500-gallon UST area. A total of 15 soil borings (B5 through B19) were drilled and based on the field screening, soil samples were collected between 13.5 feet and 25 feet bgs. Results of soil samples collected in six borings (B8, B12, B13, B14, B15, and B19) between 14 feet and 24 feet bgs, TPH-D was detected at concentrations ranging from 6,300

mg/kg to 28,000 mg/kg, exceeding the MTCA Method A cleanup level of 2,000 mg/kg. Results of these sampling events indicated that the lateral extent of soil contamination was found to be larger than the previously excavated area and the overall areal extent of soil contamination appeared to have been delineated. Vertically, borings B3, B8, B12 and B15 were sampled to a depth that defined the vertical extent of contamination except at B13 location. A soil sample collected at B13 location at a depth of 24 feet bgs showed a TPH-D concentration of 7,370 mg/kg exceeding the MTCA Method A cleanup level indicating that the vertical extent of contamination has not been defined at this location. Soil samples from B15 and B19 were also analyzed for extractable petroleum hydrocarbons (EPH) and volatile petroleum hydrocarbons (VPH). Figure 5, and Table 3 and Table 4 in Appendix 6.5 shows the soil boring locations and soil sample results, respectively.

2.4.2.4 Groundwater Characterization

In April 2013, four groundwater monitoring wells (MW-1 through MW-4) were installed to assess any groundwater impact including the groundwater characterization at the Site. Groundwater monitoring wells were installed along or outside of the previously delineated lateral boundary of the soil contamination. Groundwater was encountered at 29 to 34 feet bgs. Groundwater samples were collected and all samples were analyzed for diesel-and-oil-range total petroleum hydrocarbons (TPH-D and TPH-O) and all the sample results were below the laboratory detection limits.

During this investigation, one soil boring (B20) was also drilled near B13, where the soil contamination was previously detected at 24 feet bgs and the vertical extent of soil contamination was not defined. From this boring, soil samples were collected at 25.5 feet, 27 feet, 30 feet and 32 feet bgs. TPH-D concentrations in the two shallower samples (10,720 mg/kg and 3,420 mg/kg, respectively) exceeded the MTCA Method A cleanup level of 2,000 mg/kg. TPH-D concentrations (570 mg/kg and 1,190 mg/kg, respectively) in the other two deeper samples were below the MTCA Method A cleanup level.

Per Ecology's Further Action letter of September 6, 2013, a fifth groundwater monitoring well was installed at the center of the confirmed soil contamination and one round of groundwater table measurement was conducted.

2.4.2.5 Remedial Actions

The remedial actions conducted at the Site included the source removal and disposal activities as follows:

- Removal and disposal of 1,700-gallons and 500-gallons USTs in 1992.
- Excavation and off-Site disposal of approximately 150 tons of TPH-D and TPH-O contaminated soils.

However, as discussed in section 2.4.2.3, some contaminated soil was left in-place at the bottom and sidewalls of the excavation because of its proximity to the building foundation. The

contaminated soil contained beneath the asphalt surface under the building storage areas, parking lot and driveways, and the adjacent City of Tacoma right-of-way on the Sawyer Street.

2.4.2.6 Feasibility Study and Disproportionate Cost Analysis

Following the remedial action, a Site-specific Conceptual Site Model (CSM) was developed. Based on the CSM assessment, a feasibility study and disproportionate cost analysis (DCA) was developed for the following four remedial alternatives:

1. Institutional controls consisting of environmental covenants and long-term groundwater monitoring.
2. Complete Excavation and off-Site disposal of impacted soils.
3. Partial Excavation and off-Site disposal.
4. In-Situ treatment using low-temperature thermal desorption.

The estimated costs of the above remedial alternatives were \$29,000, \$403,000, \$211,400 and \$460,000, respectively. The above remedial alternatives were evaluated in detail as per the criteria specified in MTCA [WAC 173-340-360(3)(e), DCA analysis] which are:

- Protectiveness
- Performance
- Cost
- Long-Term Effectiveness
- Short-Term Management
- Implementability
- Consideration of Public Concerns.

After this DCA analysis, alternative 1 was selected as the most appropriate remedial alternative for the Site. Ecology concurred with the DCA analysis and accepted remedial alternative 1 as the appropriate remedy, since other three alternatives were cost-prohibitive to implement

2.4.2.7 Long-Term Groundwater Monitoring

The NFA letter and the Restrictive Covenant required the long-term groundwater monitoring on 18-months frequency. But, the groundwater monitoring events were missed due to variety of issues. However, the groundwater monitoring was restarted in 2018 with Ecology's approval. The first round of groundwater monitoring was conducted in November 2018. All the groundwater samples were analyzed for TPH-D and TPH-O and the results were all below the laboratory detection limits. The groundwater will continue to be monitored on 18-months frequency. The second round of monitoring is scheduled in the spring of this year and the third round in late 2021. Based on the results of these monitoring events, Ecology may consider revising the sampling frequency. Groundwater monitoring well locations and water level elevations are shown on Figure 2 in Appendix 6.6.

2.5 Restrictive Covenant

Following remediation activities, it was determined that institutional controls were necessary for the Site to receive a no further action (NFA) determination due to residual petroleum soil

contamination at the Site. An Environmental Covenant was recorded for the Site in Pierce County on January 30, 2014 and a NFA letter was issued on February 24, 2014. The Environmental Covenant imposes the following limitations:

Section 1. General Restrictions and Requirements.

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

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- 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. Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approve the proposal, the Covenant will be amended to reflect the change.

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.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of existing building structure and asphalt-paved surface located as illustrated in **Exhibit B**. The primary purpose of this cap is to reduce the infiltration of precipitation and leaching of contaminants into groundwater, and to prevent creating direct human contact pathway. As such, the following restrictions shall apply within the area illustrated in **Exhibit B**.

a. Containment of Soil/Waste Materials

The Grantor shall not alter or remove the existing structures and asphalt pavement within the limits of the contamination on the Property in any manner that would expose contaminated soil 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** so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminate soil.

b. Monitoring

Five groundwater monitoring wells 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 alternate 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.

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

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE PIERCE 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 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. 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.

David E. Sizemore 1517 South Tacoma Way Tacoma, Washington 98409 Telephone: (253) 475-5544	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program Southwest Regional Office P.O. Box 47600 Olympia, WA 98504 – 7600 Telephone: (360) 407-6000
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Section 5. Modification or Termination.

- a.** 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.
- b.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a.** This Covenant is being freely and voluntarily granted by the Grantor.
- b.** Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) of execution of this Covenant.
- 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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, upon request by Ecology, shall be obligated to pay Ecology's costs to process a request for any modifications or termination of this Covenant and any approval required by this Covenant.
- e.** This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenant Act, chapter 64.70 RCW.
- f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The Restrictive Covenant is available as Appendix 6.7.

3.0 PERIODIC REVIEW

3.1 Effectiveness of Completed Cleanup Actions

Based upon the Site visit conducted on October 11, 2019, the asphalt pavement continues to eliminate exposure pathways (ingestion, direct contact) to the contaminated soils. The asphalt pavement is in satisfactory condition and no repair, maintenance, or contingency actions are required. Currently the Founder's Choice Cabinet and Countertops Business occupy the Site.

Since the petroleum contaminated soil was left in-place, long-term groundwater monitoring was required on 18-months frequency. Due to several issues, the first two monitoring events were not conducted. However, with Ecology's approval the groundwater monitoring was restarted in November 2018 and the sample results were all below the laboratory detection limits. The groundwater monitoring will continue on 18-months frequency. A photo log is available as Appendix 6.8.

The Environmental Covenant for the Site was recorded and is in place. This Environmental Covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This Environmental Covenant serves to assure the long term property use and integrity of the property surface.

3.2 New Scientific Information for Individual Hazardous Substances for Mixtures Present at the Site

Cleanup levels at the Site were based on regulatory standards rather than calculated risk for chemicals and/or media. These standards were sufficient to be protective of Site-specific conditions.

3.3 New Applicable State and Federal Laws for Hazardous Substances Present at the Site

The MTCA cleanup levels have not changed since the no further action determination letter was issued for the Site on February 24, 2014.

3.4 Current and Projected Site Use

The Site is currently used for commercial purposes and this use is not likely to change in the future. This land use is not likely to have a negative impact on the risk posed by hazardous substances contained at the Site.

3.5 Availability and Practicability of Higher Preference Technologies

The remedy implemented included containment of hazardous substances and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of Improved Analytical Techniques to Evaluate Compliance with Cleanup Levels

The analytical methods used at the time of the remedial actions were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

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

Based on this review, Ecology has determined that the requirements of the Environmental Covenant are being satisfactorily met and no additional remedial actions are needed at this time. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the cap is maintained continue to conduct the groundwater monitoring on 18-months frequency as required.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Robinson Noble, Inc. Long-Term Groundwater Monitoring Report, Founder's Choice Cabinets and Countertops, 1517 South Tacoma Way, Washington. November 2018.

Environmental Covenant. Founder's Choice Cabinets and Countertops, Environmental Covenant No. 201401300510 recorded on January 30, 2014 in Pierce County, Washington.

Department of Ecology. No Further Action Determination Letter, Founder's Choice, 1517 South Tacoma Way, Tacoma, Washington. February 24, 2014.

Robinson Noble, Inc. Site Investigation Report, Founder's Choice Cabinets and Countertops 1517 South Tacoma Way, Tacoma, Washington. March 2003.

Robinson Noble, Inc. Groundwater Characterization and Remedial Feasibility Study Report, Founder's Choice Cabinets and Countertops 1517 South Tacoma Way, Tacoma, Washington. June 2013.

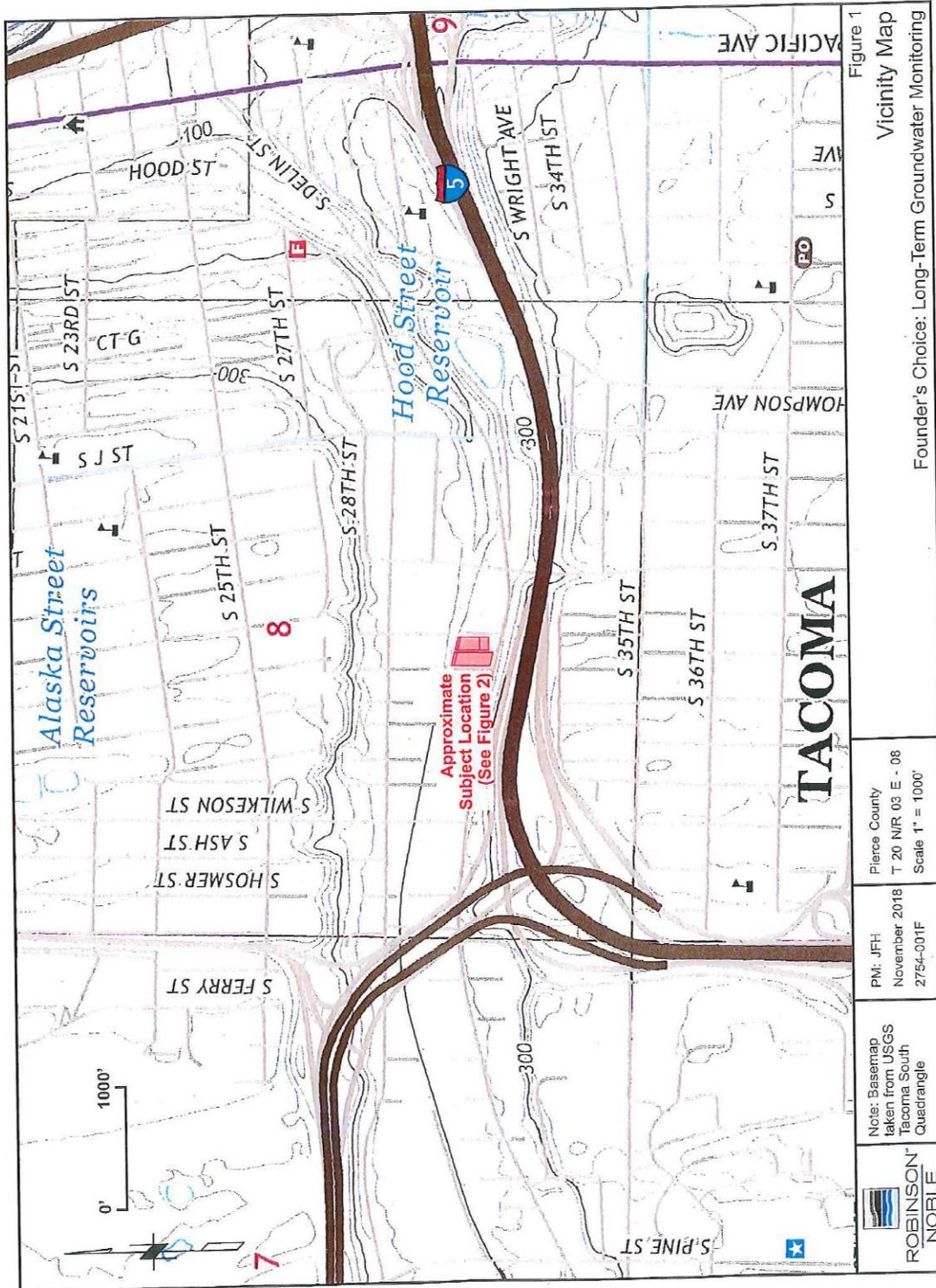
Robinson Noble, Inc. Revised Groundwater Characterization and Remedial Feasibility Study Report, Founder's Choice Cabinets and Countertops 1517 South Tacoma Way, Tacoma, Washington. October 2013.

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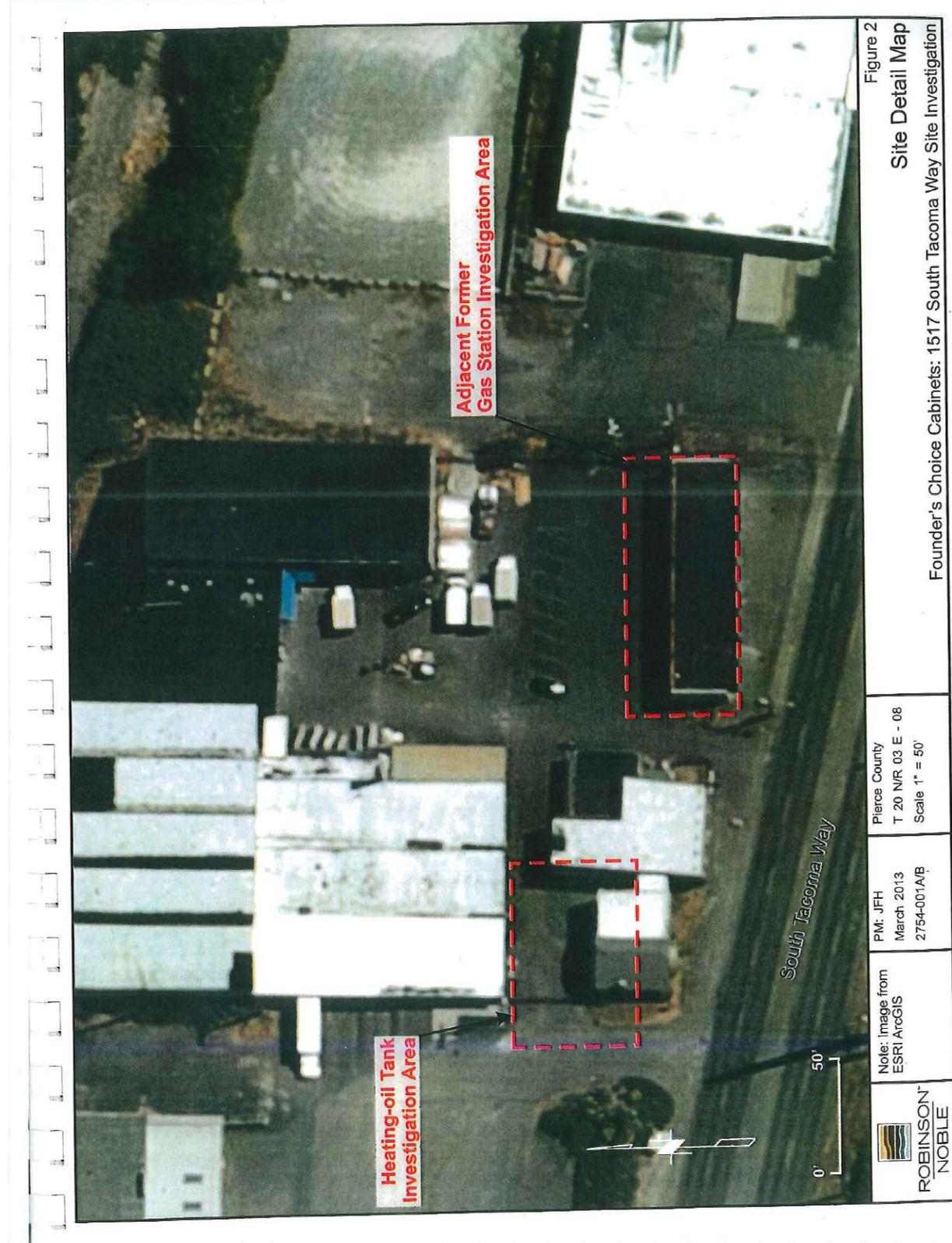
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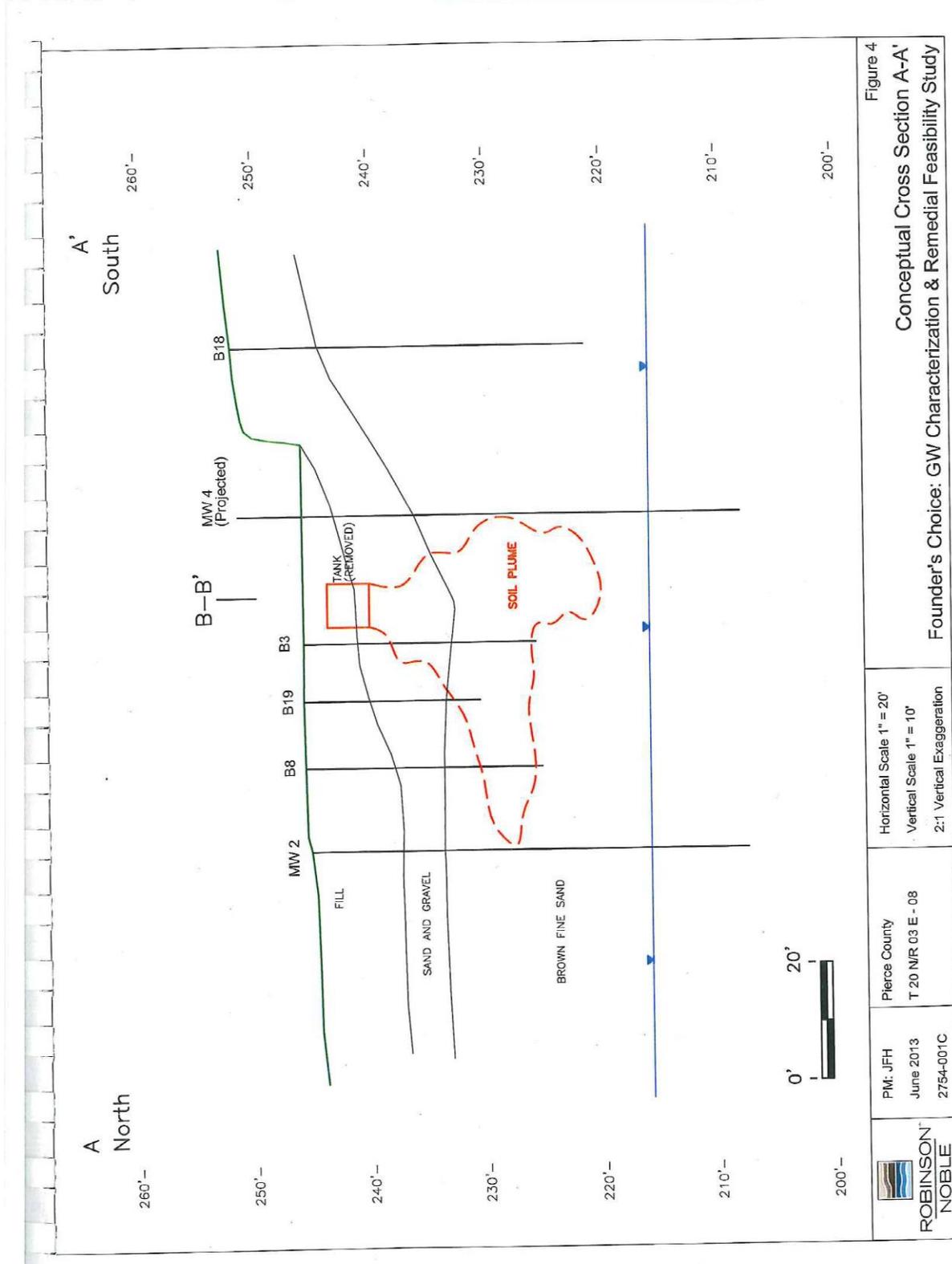
6.0 APPENDICES

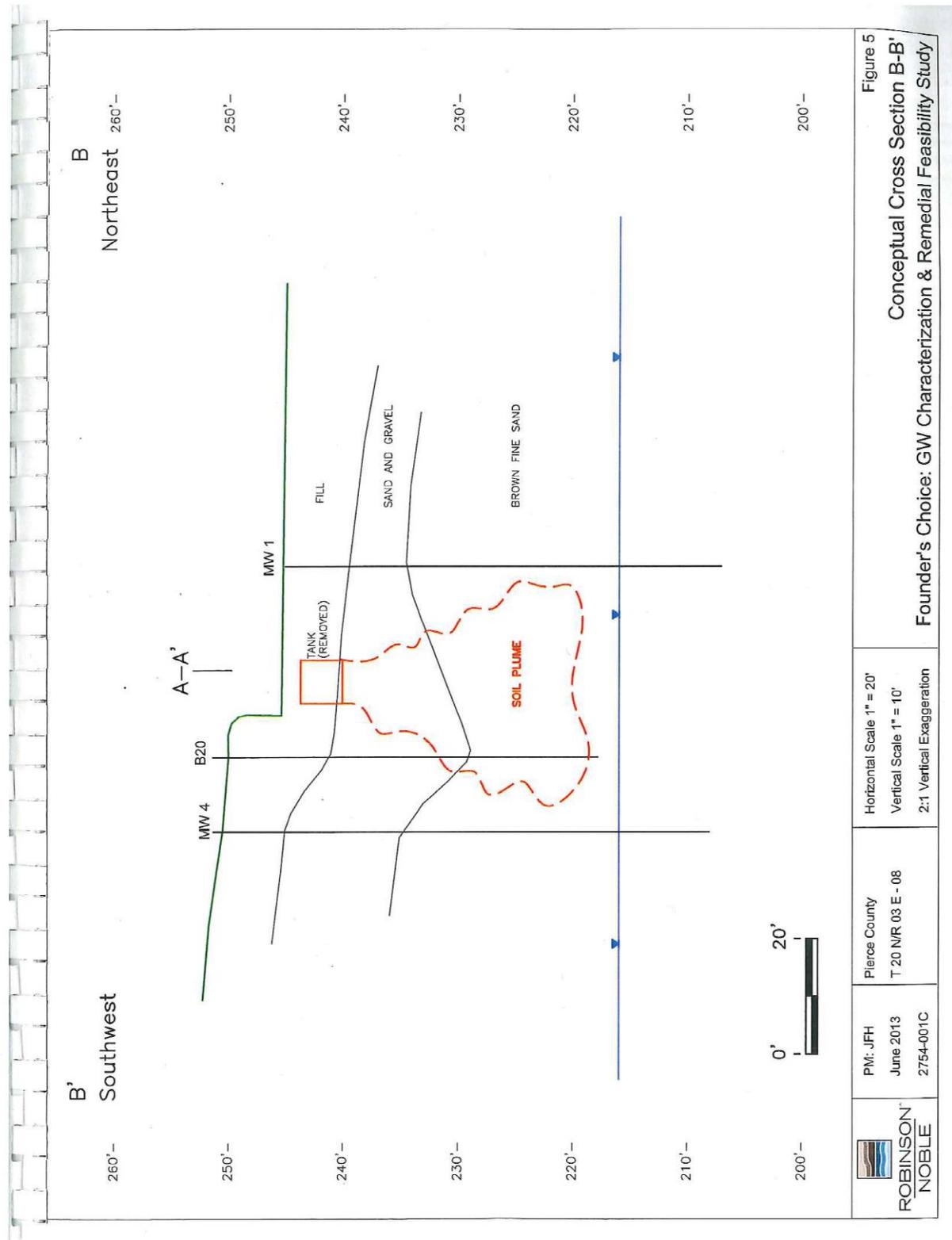
6.1 Vicinity Map



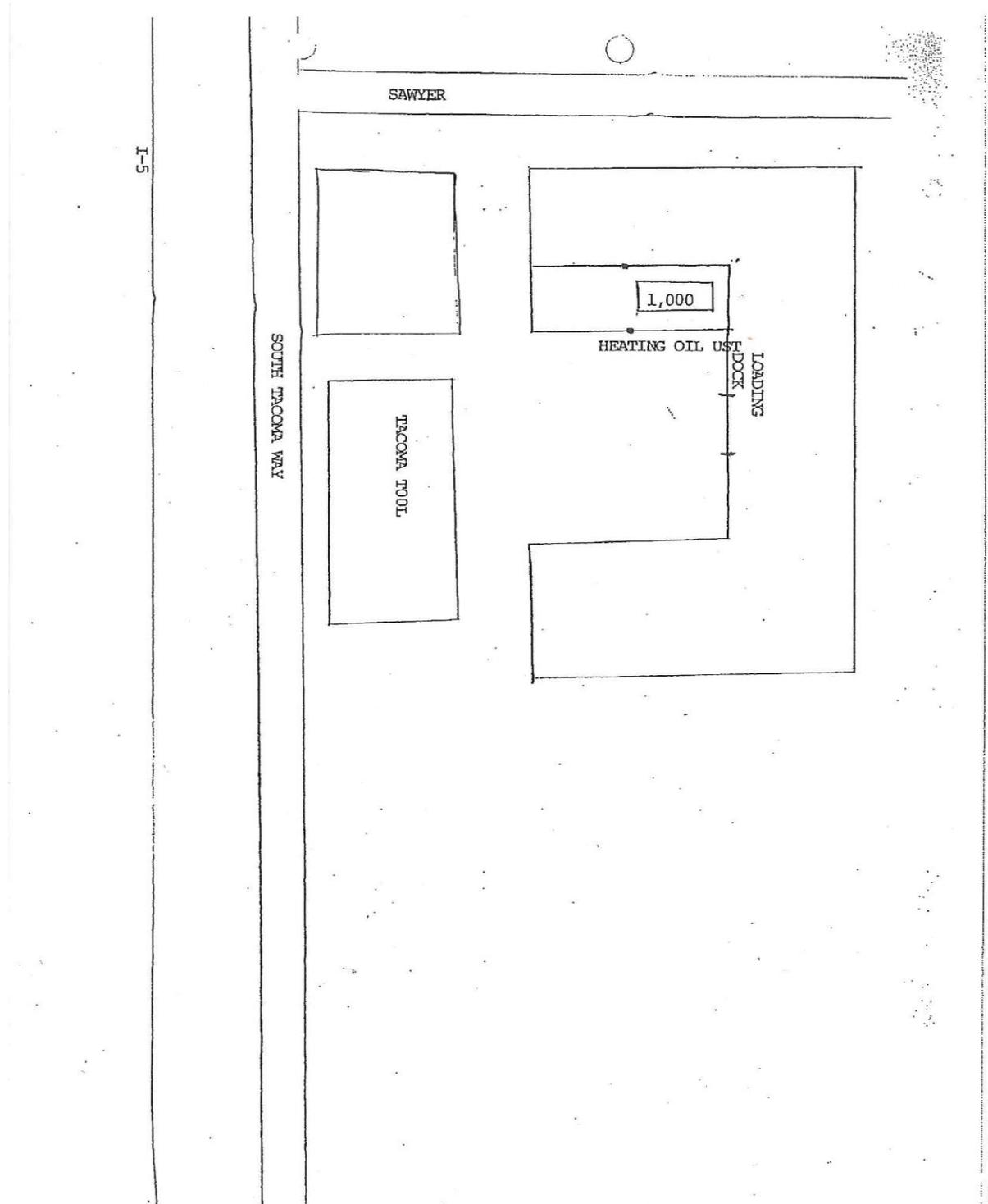
6.2 Site Plan





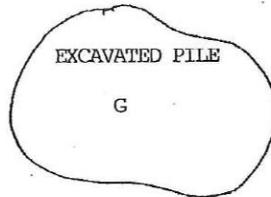
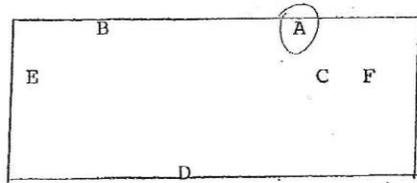


6.4 1,700-Fallon Underground Storage Tank Removal: Approximate Location of UST, Locations of Confirmation Soil Samples and Sample Results



SOIL SAMPLE PLAN -

ROBERTS CONSTRUCTION/3023 Sawyer, Tacoma,



OCT-14-1992 02:31PM FROM WFR LABORATORY

12066870332 P.01

WATER, FOOD & RESEARCH LABORATORY, INC.
Oregon State Certified Laboratory 31
13035 SW Pacific Hwy
Portland, OR 97223

page 1 of 1

Client: N. W. Construction

Report Date: 10/14/92

Job ID:1517 So. Tacoma way
Sterling's Job

Date Received: 10/13/92

Matrix: Soil

Analyst: DJM

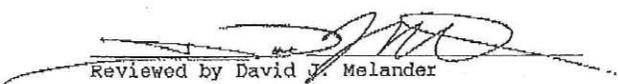
Date Analyzed: 10/13/92

Bunker-C

Method:WTPH-418.1 Modified

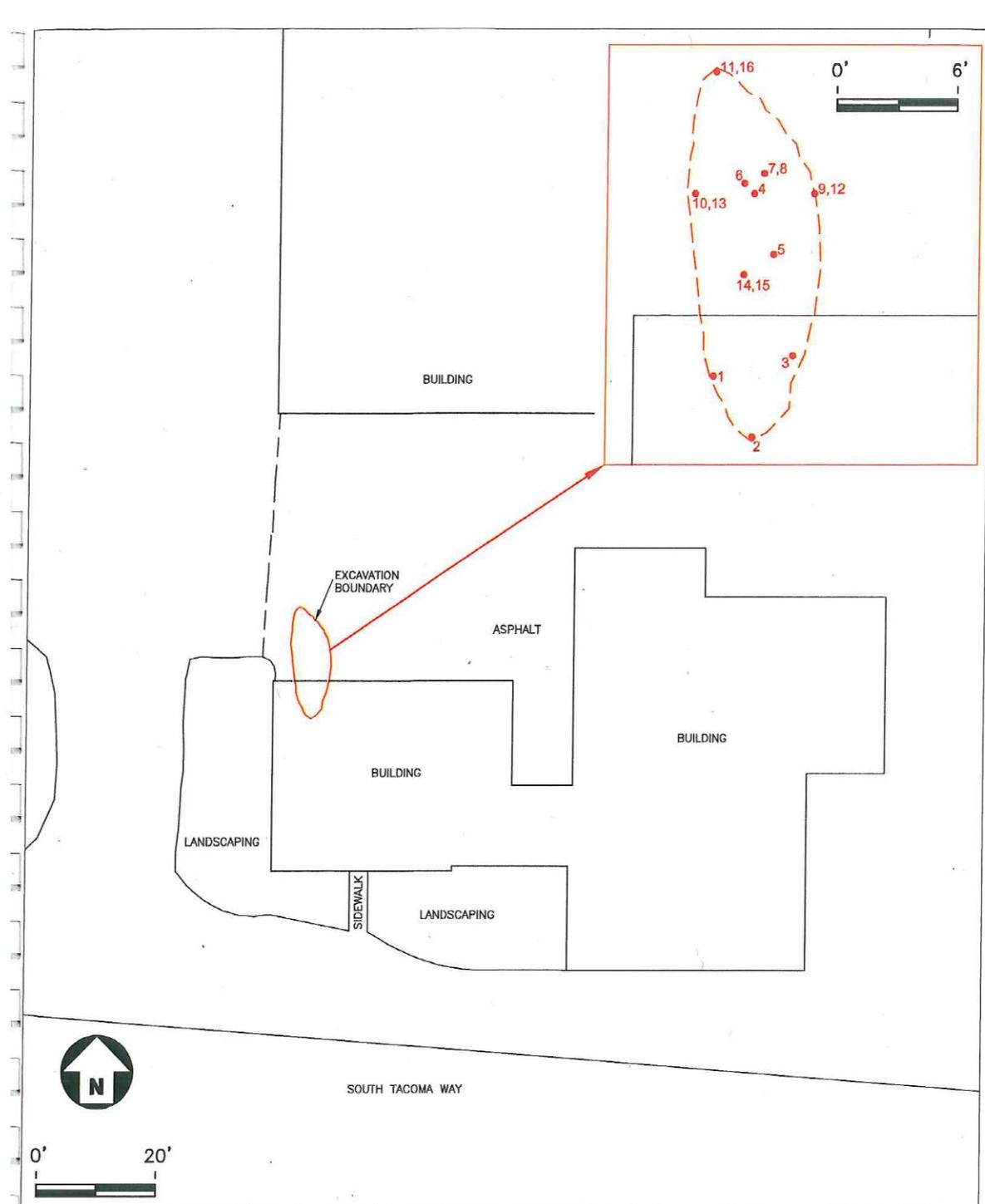
Client	Lab	Result	Reporting
Sample ID	Sample ID	---- PPM (mg/kg) ----	Limit
A	14820-1	812	100
A	14820-1D	812	100

D, Duplicate

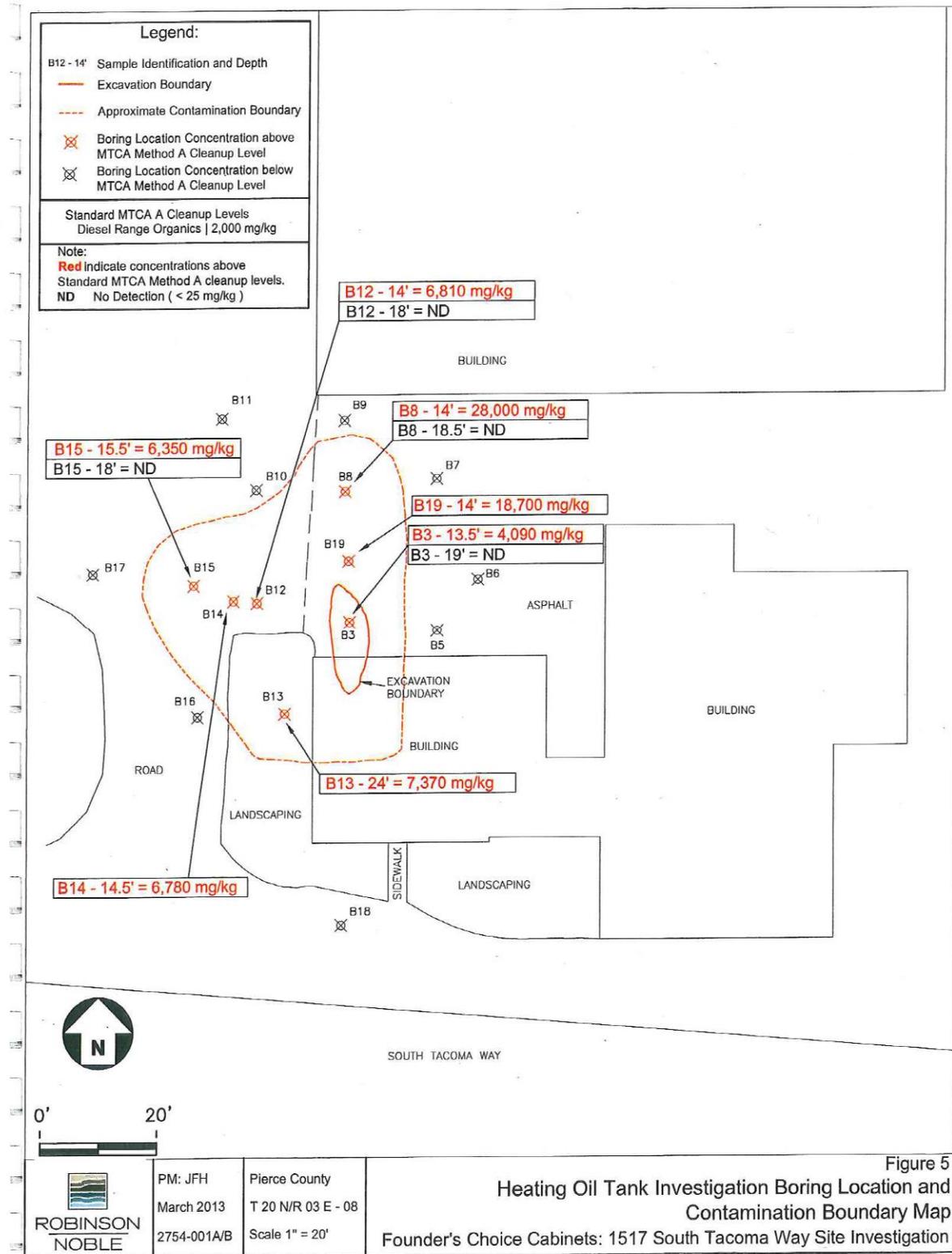

Reviewed by David V. Melander

6.5 Events 1 through Event 4 Investigations: Locations of Soil Boring Locations, Approximate Extent of Soil Excavation, Locations of Confirmation Soil Samples and Soil Sample Results





	PM: JFH	Pierce County	Figure 4 Event 2 Soil Sample Location Map Founder's Choice Cabinets: 1517 South Tacoma Way Site Investigation
	March 2013	T 20 N/R 03 E - 08	
	2754-001A/B	Scale 1" = 20'	



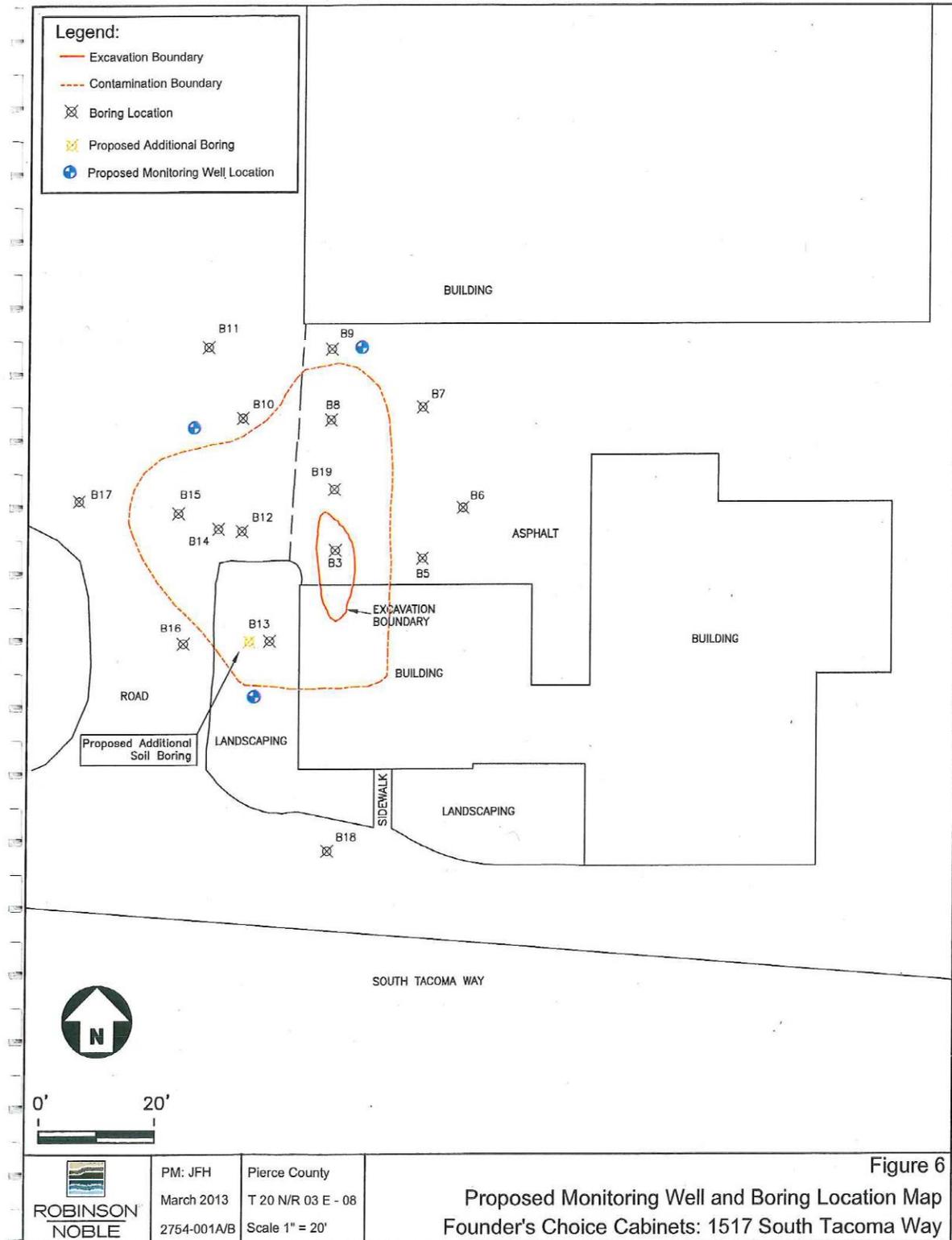


Table 3. Excavation results of target analytes (mg/kg)

Sample Identification	Location	Depth (feet)	Diesel (mg/kg)
N6E3D10	Western side wall	10'	<25
N6E3D13	Western side wall	13'	2,900
N12E4D10	Northern side wall	10'	<25
N12E4D13	Northern side wall	13'	150
N6E9D10	Eastern side wall	10'	42.4
N6E9D13	Eastern side wall	13'	5,600
N2E5.5D10	Southern side wall	10'	150
N2E5.5D13	Southern side wall	13'	16,000
E6N6D11	Bottom (Removed)	11'	4,110
N3E7D8.5	Bottom (Removed)	8.5'	<25
N6.5E5.5D12.5	Bottom (Removed)	12.5'	31,400
N7E6.5D13.5	Bottom (Removed)	13.5'	2,370
N7E6.5D15	Bottom	15'	307
E4S3D4.5	Eastern side wall (shallow excavation near former tank location)	4.5'	<25
E6S6D5	Southern side wall (shallow excavation near former tank location)	4.5'	<25
E8S2D4.5	Western side wall (shallow excavation near former tank location)	5'	<25

Bold above MTCA Method A cleanup level of 2,000 mg/kg

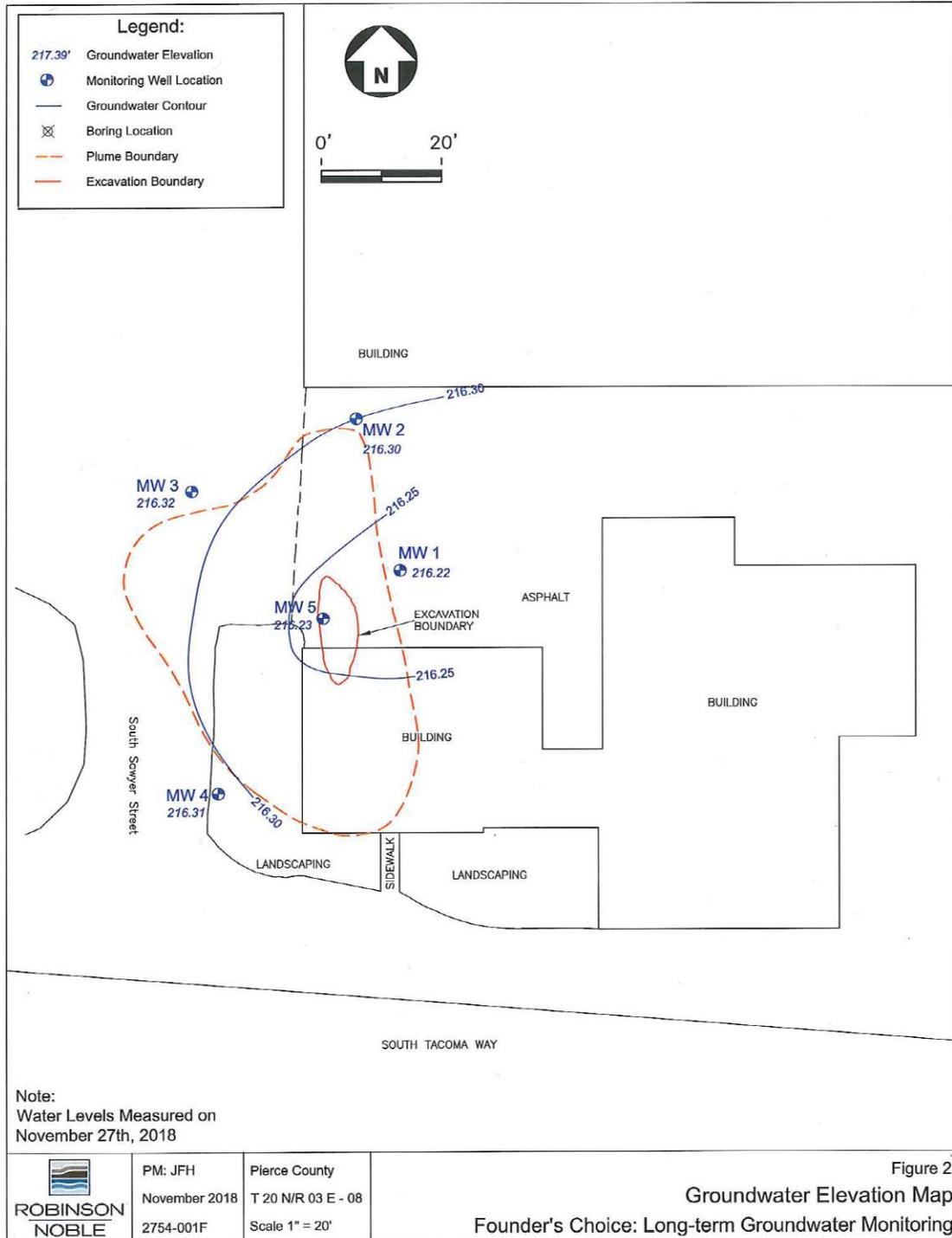
Table 4. Boring results of target analytes (mg/kg)

Sample Depth	Date of work	Depth (feet)	Diesel (mg/kg)
B3-13.5'	9/12/2012	13.5'	4,090
B3-19'	9/12/2012	19'	<25
B5-15.5'	11/14/2012	15.5'	<25
B5-18'	11/14/2012	18'	<25
B6-16'	11/14/2012	16'	<25
B6-19'	11/14/2012	19'	<25
B7-16'	11/14/2012	16'	<25
B7-20'	11/14/2012	20'	<25
B8-14'	11/14/2012	14'	28,000
B8-18.5'	11/14/2012	18.5'	<25
B9-14.5'	11/14/2012	14.5'	<25
B9-17'	11/14/2012	17'	<25
B10-14.5'	11/14/2012	14.5'	231
B10-18'	11/14/2012	18'	<25
B11-15'	11/14/2012	15'	323
B11-18.5'	11/14/2012	18.5'	<25
B12-14'	11/14/2012	14'	6,810
B12-18'	11/14/2012	18'	<25
B13-24'	11/14/2012	24'	7,370
B14-14.5'	11/14/2012	14.5'	6,780
B15-15.5'	12/18/2012	15.5'	6,350*
B15-18'	12/18/2012	18'	<25
B16-25'	12/18/2012	25'	47
B17-20'	12/18/2012	20'	<25
B18-29'	12/18/2012	29'	52
B19-14.5'	12/18/2012	14.5'	18,700*
MTCA Method A Cleanup level			2,000

Bold above MTCA Method A cleanup level of 2,000 mg/kg

*denotes sample also analyzed for EPH/VPH petroleum fraction analysis.

6.6 Groundwater Monitoring Well Locations and Water Level Elevation Map



6.7 Environmental Covenant

CONFORMED COPY

201401300510 RCAROVA 10 PGS
01/30/2014 01:46:31 PM \$81.00
AUDITOR, Pierce County, WASHINGTON

Name & Return Address:
Washington Dept of Ecology
PO Box 47775
Olympia, WA 98504

RECEIVED
FEB 04 2014
WA State Department
of Ecology (SWRO)

Please print legibly or type information.

Document Title(s)	Environmental Covenant
Grantor(s)	David E. Sizemore ____ Additional Names on Page ____ of Document
Grantee(s)	State of Washington, Department of Ecology ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	Section 08 Township 20 Range 03 Quarter 31 Complete Legal Description on Page <u>7</u> of Document
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	7105000340
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p> <p>I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.</p>	
Signature of Requesting Party (Required for non-standard recordings only) Gpcovst.doc rev 4/02	

After Recording Return
Original Signed Covenant to:
Hans Qiu
Toxics Cleanup Program
Department of Ecology
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775

RECEIVED

JAN 13 2014

WA State Department
of Ecology (SWRO)

Environmental Covenant

Grantor: David E Sizemore

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Section 08 Township 20 Range 03 Quarter 31 RAILSBACK ADD: RAILSBACK ADD L 1 & 2 LESS N P, L 3 THRU 12, L 13 & 14 LESS S TAC WAY B 9. The area subject to the covenant also includes a portion of the adjacent City of Tacoma right-of-way in and along South Sawyer Street.

Tax Parcel Nos.: 7105000340

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Founder's Choice Cabinets and Countertops, VCP SW 1292. 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 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Heating-oil (diesel-) range petroleum hydrocarbons

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

David E Sizemore, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

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

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

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

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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of existing building structure and asphalt-paved surface located as illustrated in **Exhibit B**. The primary purpose of this cap is to reduce the infiltration of precipitation and leaching of contaminant into groundwater, and to prevent creating direct human contact pathway. As such, the following restrictions shall apply within the area illustrated in **Exhibit B**:

a. Containment of Soil/Waste Materials.

The Grantor shall not alter or remove the existing structures and asphalt pavement within the limits of the contamination on the Property in any manner that would expose contaminated soil 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** so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Monitoring.

Five groundwater monitoring wells 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.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest within the area of the Property described/illustrated in **Exhibit B**, including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology at least thirty (30) days in advance of the conveyance.

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

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE PIERCE 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 to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology 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. Any required written notice, approval, or 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.

David E Sizemore 1517 South Tacoma Way Tacoma, Washington 98409 253-475-5544	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
--	---

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

- a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.
- b. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- 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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

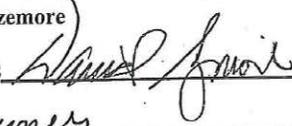
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though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

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

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

EXECUTED this 7 day of JAN, 2014.

David E Sizemore

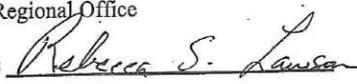
SIGNATURE 

TITLE Owner

Dated: _____

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

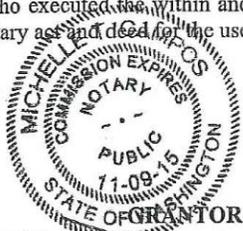
SIGNATURE 

Dated: 1/29/2014

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA
COUNTY OF Pierce

On this 7 day of JANUARY, 2014 I certify that David Sizemore personally appeared before me, and acknowledged that he is the individual described herein and who executed the within and foregoing instrument and signed the same at his free and voluntary act and deed for the uses and purposes therein mentioned.



Michelle J. Campos
Notary Public in and for the State of WA
Washington, residing at TACOMA
My appointment expires 11/9/15

GRANTOR 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, residing at _____
My appointment expires _____

Exhibit A

LEGAL DESCRIPTION

PARCEL A:
LOTS 1 AND 2, IN BLOCK 8, AND LOTS 1 THROUGH 14, IN BLOCK 9, LESS THE PARTS THEREOF CONVEYED TO THE NORTHERN PACIFIC RAILWAY FOR RIGHT OF WAY AND LESS SOUTH TACOMA WAY, OF FAILSBACKS ADDITION TO TACOMA, W.T., FILED FOR RECORD IN THE OFFICE OF THE PIERCE COUNTY AUDITOR ON MAY 29, 1888.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, IDENTIFIED AS PIERCE COUNTY PARCEL 7105000340. THE AREA SUBJECT TO THE COVENANT ALSO INCLUDES A PORTION OF THE ADJACENT CITY OF TACOMA RIGHT-OF-WAY IN AND ALONG SOUTH SAWYER STREET.

Exhibit B

PROPERTY MAP-AREA SUBJECT TO RESTRICTIONS

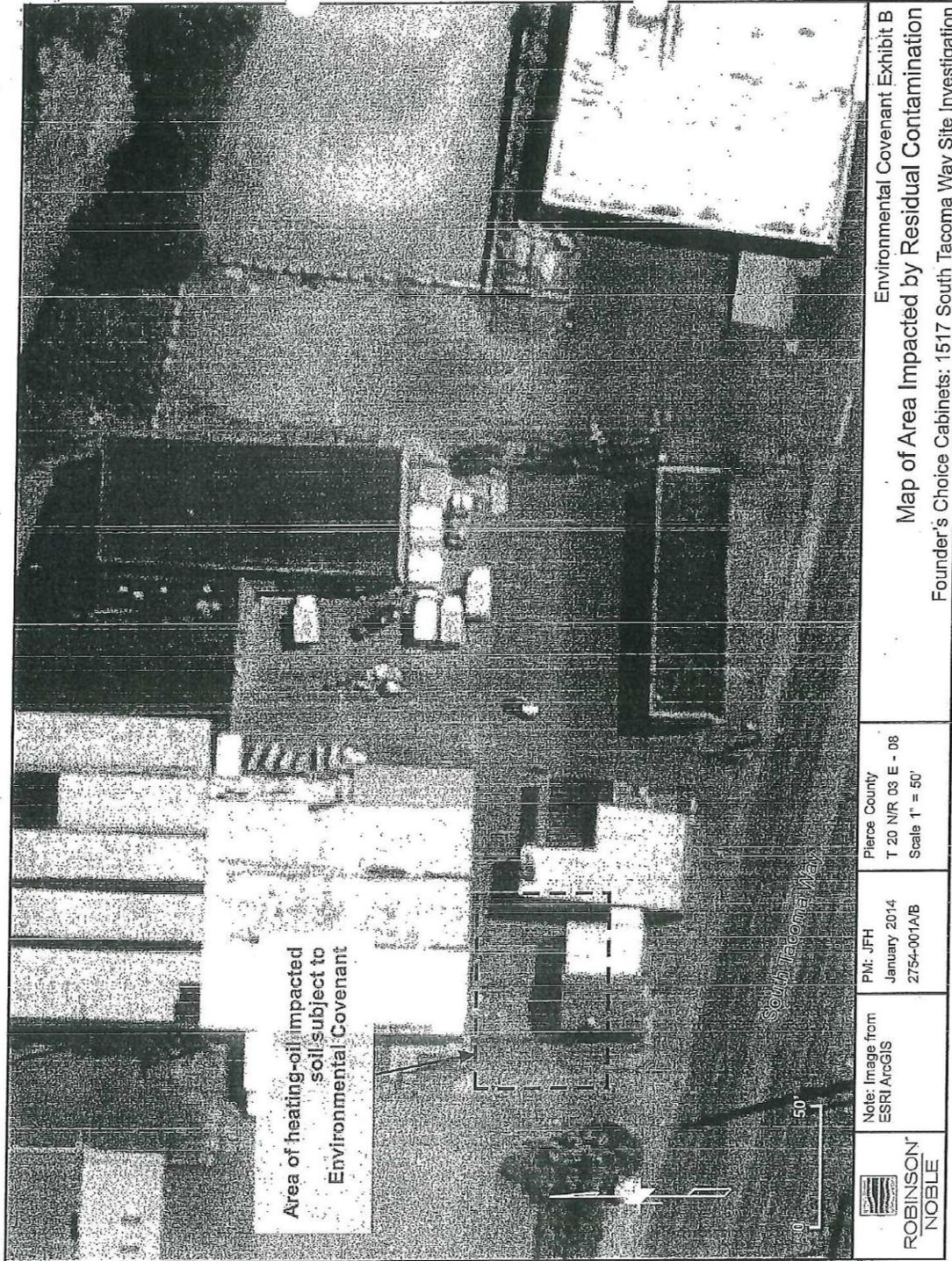


Exhibit C

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Commencement Bank, the owner and holder of that certain Deed of Trust (Instrument) bearing the date the 18 day of December, 20 12, executed by David Sizemore,
Pierce, and recorded in the office of the County Auditor of Pierce County, State of Washington, on the December 19, 20 12, under Auditor's File Number 201212191422, 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 January 30, 20 14, executed by David E. Sizemore, and recorded in Pierce County, Washington under Auditor's File Number 201401300510.

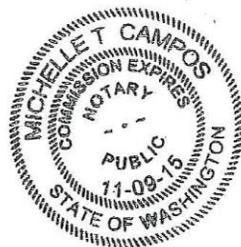
Dated 1/30, 20 14.

NAME

[Signature] EUR+CCO

STATE OF WA
COUNTY OF Pierce

On this 30 day of January, 20 14, I certify that John Mandlides personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Michelle Campos
Notary Public in and for the State of
Washington, residing at Tacoma.
My appointment expires 11/9/15.

6.8 Photo Log

Photo 1: Founder's Choice, Southern Side of the Building and South Tacoma Way– From the South



Photo 2: Founder's Choice, Building Entrance / Eastern Side of the Building – from the Southeast



Photo 3: Founder's Choice, Northern Side of the Building and South Sawyer Street - from the Northwest



Photo 4: Former 500-Gallon Heating Oil Underground Storage Tank Location, Area of Contaminated Soil still Remain In-Place – From the North



Photo 5: Abandoned Soil Boring Location, Previous Soil Excavation Area, Area of Contaminated Soil still Remain In-Place (close to the building) – from the North



Photo 6: Previous Soil Excavation Area, Area of Contaminated Soil still Remain In-Place (close to the building) – From the Northeast



Photo 7: Parking Lot and Drive Way between Founder's Choice Building and the Adjacent Building – From the East



Photo 8: Groundwater Monitoring Well MW-5 within the Soil Contaminated Area



