

ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
Infinity of Bellevue

The Washington State Department of Ecology (Ecology) and Infinity of Bellevue (collectively, "the Parties") agree to the following terms and conditions of this Access Agreement:

1. Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), chapter 70A.305 RCW and Chapter 173-340 WAC.
2. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances.
RCW 70A.305D.030(1)(a) & (b); WAC 173-340-800.
3. David Hannah ("Property Owner") is the owner of real property located at _____ 11815 NE 8th St. Bellevue, Washington ("Property"). The legal description of this property is:
 - *LOT 1 CITY OF BELLEVUE SHORT PLAT #92-03500 PER REC #9212229002 SD SP DAF - POR OF N 300 FT OF NW 1/4 OF NW 1/4 LY ELY OF LN 125 FT E FR E MGN BN RR & S LN OF NE 8TH AVE & W OF LN 384.7 FT FR E MGN BN RR R/W LESS E 70 FT OF N 140 FT THOF TGW N 300 FT OF POR OF NW 1/4 OF NW 1/4 OF SD SEC LYING ELY OF A LN 630.7 FT E FR NP RR R/W LESS RDS*
4. The Property is either known to be, or has the potential to be, impacted by a possible migration of a groundwater plume (gasoline range petroleum hydrocarbons) originating from the Tiki Car Wash facility. The Tiki Car Wash is a known hazardous waste site, generally located at 11909 NE 8th St, Bellevue Washington. Tiki Enterprises, Inc. have been designated a "potentially liable person" for the Site under MTCA.
5. By signing this Access Agreement, Property Owner grants full access rights to Ecology, and/or any authorized representative(s) of Ecology, for the purpose of investigating and remediating the release or threatened release of hazardous substances from the Tiki Car Wash. This includes, but is not limited to:
 - Access to any existing and newly installed groundwater monitoring wells for sampling events.
 - The installation of at least one (1), possibly two (2) groundwater monitoring wells.

- Depending on the concentration of the gasoline in the groundwater, Ecology may need to perform a Vapor Intrusion Assessment to determine if the vapor from the gasoline in groundwater possess a vapor hazard to human health.
- The Vapor Intrusion Assessment may include:
 - 24-hour indoor air sampling,
 - Soil Vapor probe installation adjacent to the building,
 - Potential subslab sampling beneath the building.

Ecology will attempt to provide reasonable advance notice of entry by calling David Hannah at telephone number 425.821.1600, and by email daveh@infinitiofbellevue.com , or notifying Property Owner in person at least 24 hours in advance of entry on the Property.

6. The term of this Access Agreement shall be for the time period necessary for Ecology to complete all investigative and remedial actions involving the release or threatened release of hazardous substances from the Tiki Car Wash at the Property that is impacted or is potentially impacted by the Site.
7. Each Party shall defend, protect, and hold harmless the other Parties from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Access Agreement.
8. The Parties may mutually amend this Access Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.
9. The Access Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.

Department of Ecology



Date: 10/12/2021

Robert W, Warren
 Section Manager, NWRO Region Toxics Cleanup Program
 Department of Ecology

Property Owner

(signature)  Date 9-16-21

(print name) David Hannah