

ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
Khorram Family Investments
and
The Bartell Drug Company

The Washington State Department of Ecology (Ecology), Khorram Family Investments, and The Bartell Drug Company (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. Khorram Family Investments (“Property Owner”) is the owner of real property located at 11919 NE 8TH ST Bellevue, WA 98005 (“Property”). The Bartell Drug Company (“Tenant”) leases the Property from the Property Owner and operates Store #6927 at the Property. The legal description of this property is:
 - LOT 2 CITY OF BELLEVUE SHORT PLAT #92-03500 PER REC #9212229002 (BEING PORTION OF NORTH 300 FT OF NW QTR OF NW QTR STR 33-25-05) LESS PORTION AS CONVEYED TO CITY OF BELLEVUE BY DEED REC NO 199706272144 & LESS POR FOR R/W PER REC #20130828002209
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 and Tenant grant reasonable 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; provided that such entry and remedial actions shall not materially and adversely interfere with the Property Owner’s or Tenant’s and/or their invitees’ use and occupancy of the Property. This includes, but is not limited to:
 - Reasonable 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 as defined in the work plan. Ecology will work closely

with the Property Owner and Tenant to define the locations of those wells during the development of the work plan to mutually agree to the locations.

6. Ecology will provide Property Owner, Tenant, and Store Manager with no less than five (5) business days' advance notice of entry prior to the installation of any monitoring wells or sampling points and no less than 24 hours advance notice of entry prior to performing any sampling or testing by calling Property Owner at telephone number (425) 455-0375 and via email milano@milanoapts.com, by calling Tenant's Regional Retail Leader (Robyn Leong) at telephone number (425) 770 - 0511 and via email robynl@bartelldrugs.com, and by calling Tenant's Store Manager at telephone number (206) 518 - 8191 and via email ray.zeng@bartelldrugs.com, or by providing Property Owner, Tenant, and Store Manager 5 business day or 24 hour notification in person in advance of entry on the Property.
7. Ecology will provide Property Owner and Tenant with copies of insurance certificates and such other documentation as is necessary to demonstrate that any persons accessing the Property pursuant to this Access Agreement maintains insurance coverage that is reasonably acceptable to Property Owner and Tenant. The insurance certificates or other documentation shall show that Property Owner and Tenant are additional insureds and that the insurance coverages are primary without right of contribution of any other insurance carried by Property Owner or Tenant.
8. Ecology shall provide Property Owner and Tenant with copies of all data obtained from its testing at the Property within fourteen (14) business days after the data has been validated. In the event the data obtained from the groundwater monitoring wells indicates that additional testing is warranted, then the Parties may agree to expand the scope of investigation based upon such testing results.
9. The term of this Access Agreement shall be one (1) year, which term can be extended annually at the sole discretion of the Owner if additional time is 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.
10. Each Party shall defend, protect, and hold harmless the other Parties, and their members, managers, officers, directors, agents, employees, successors and assigns from and against all claims, suits or actions arising from the negligent acts or omissions of such Party or its employees and/or authorized representatives while performing under the terms of this Access Agreement. All activities conducted at the Property pursuant to this Access Agreement shall be performed in a workmanlike manner, all debris and materials related to those activities shall be removed at the end of each work day, and the Property shall be restored to its original condition at the conclusion of those activities.
11. 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.

- 12. 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.
- 13. This Access Agreement may be executed in multiple electronic counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

Department of Ecology



Date: January 13, 2022

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

Property Owner



(signature) _____ Date January 10, 2022

(print name) Hossein Khorram

The Bartell Drug Company

DocuSigned by:



(signature) _____ Date 1/10/2022

(print name) Lisa M. Winnick