



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office

PO Box 47775 • Olympia, Washington 98504-7775 • 360-407-6300

January 10, 2024

Mr. Steve Stuart
City of Ridgefield
230 Pioneer Street
Ridgefield, WA 98642
steve.stuart@ridgefieldwa.us

RE: Consent Decree Effective Date

- **Site Name: Park Laundry**
- **Site Address: 122 North Main Avenue, Ridgefield, WA 98642**
- **Facility/ Site ID: 8100630**
- **Cleanup Site ID: 4099**

Dear Mr. Steve Stuart (Project Coordinator),

On December 28, 2023, the quitclaim deed for Clark County parcel 7104000 (Property), formerly the location of the Park Laundry dry cleaning business, was officially recorded with the Clark County Auditor's office. Now that the Property has officially vested to the City of Ridgefield and in accordance with Section XXVII of Consent Decree No. 23 2 02783 06, filed on October 20, 2023, the effective date of the Consent Decree shall be December 28, 2023.

If you have any questions, please call me at 360-999-9590 or email me at cam.penner-ash@ecy.wa.gov.

Sincerely,

Cam Penner-Ash, LG
Cleanup Project Manager, Southwest Region Office, Toxics Cleanup Program

cc: Holly Stafford, CSD, (Legal), hstafford@csdlaw.com
Kara Tabeau, ATG, (Legal), kara.tebeau@atg.wa.gov
Rebecca Lawson, Ecology, rebecca.lawson@ecy.wa.gov
Lyndsay Gordon, Ecology, lyndsay.gordon@ecy.wa.gov
Ecology Site File

Attachment: Recorded Quitclaim Deed for Former Park Laundry Property

888636 - \$10.00 - City of Ridgef - Sabina Guerrero - 12/28/2023

AFTER RECORDING, RETURN TO:

Christopher R. Hermann
Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205

SPACE ABOVE THIS LINE FOR RECORDER’S USE

QUITCLAIM DEED
(with After Acquired Title, Release and Covenant not to Sue)

GRANTOR: URIC (aka Union Ridge Investment Company), a Washington general partnership.

GRANTEE: City of Ridgefield, Washington

ABBREVIATED LEGAL DESCRIPTION: South half of Lot 11, Block 13 Greeleys Addn, Ridgefield

ASSESSOR’S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 071040-000.0

URIC (which took title as Union Ridge Investment Company (URIC)), a Washington general partnership (“**Grantor**”), for good and valuable consideration, hereby conveys and quitclaims to City of Ridgefield, a Washington municipal corporation (“**Grantee**”), with after acquired title, Grantor’s interest in and to the real property situated in the City of Ridgefield, Clark County, State of Washington, more particularly described on attached **Exhibit A** and incorporated herein by this reference (the “**Property**”), subject to those perpetual covenants and releases set forth on attached **Exhibit B**. To the extent not conveyed in the quitclaim above, and appurtenant to the Property and freely transferable to Grantee without further consent, payment of fees or penalties, Grantor does hereby quitclaim and convey to Grantee Grantor’s interest, if any, in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; and all rights to utilities serving the Property in their current condition, AS IS, WHERE IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, BY GRANTOR OR ANY AGENT OR REPRESENTATIVE OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO MORE TEXT THIS PAGE - SIGNATURES NEXT PAGE(S)

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the 11th day of December, 2023. Grantee executes this instrument accept and agree to the terms and conditions hereof and to bind itself and its successors and assigns to the terms hereof. This instrument may be executed in counterparts which may be compiled and, which together shall constitute one original document.

GRANTOR:

URIC, a Washington general partnership

By: Phyllis J. Hyatt
Name: Phyllis Hyatt, Personal Representative
of the Estate of Robert J. Hyatt, Deceased, last surviving
Partner in URIC (pursuant to RCW 25.05.310(2) and (3))

ACCEPTED AND AGREED BY GRANTEE,
for itself and its successors and assigns:

The City of Ridgefield

By: Steve Stuart
Name: Steve Stuart
Title: City Manager

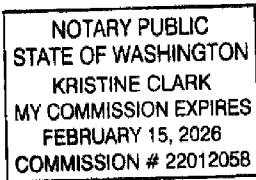
Approved as to form:

_____, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 21st day of November, 2022, before me personally appeared Phyllis Hyatt, to me personally known to be the Personal Representative of the Estate of Robert J. Hyatt, Deceased, the last surviving general partner of URIC, a Washington general partnership, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Signature: Kristine Clark

Name (Print): Kristine Clark

NOTARY PUBLIC in and for the State of Washington, residing at

Clark County
My appointment expires: 02/15/2026

EXHIBIT A
TO
QUITCLAIM DEED
Legal Description

The South Half of Lot 11, Block 13 of GREELEY'S ADDITION TO RIDGEFIELD, according to the plat thereof, recorded in Volume D of plats, page 32, records of Clark County, Washington.

EXHIBIT B
TO
QUITCLAIM DEED

PERPETUAL COVENANTS AND RELEASES

The Property and each portion thereof, shall be held, sold and conveyed subject to the following releases and covenants ("**Covenants**"), which shall burden the Property in perpetuity, shall run with the land and shall be binding on Grantee and its successors and assigns and inure to the benefit of Grantor and each Releasee and their respective successors and assigns:

(1a) **RELEASE AND COVENANT NOT TO SUE GRANTOR AND RELEASEES.** GRANTEE ON BEHALF OF ITSELF AND EACH OF ITS SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY AND UNCONDITIONALLY FOREVER WAIVES, RELEASES AND COVENANTS NOT TO SUE GRANTOR OR ANY RELEASEES DEFINED BELOW, FOR AND FROM AND WITH RESPECT TO ANY AND ALL LIABILITIES, LOSSES, CLAIMS (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY CLAIMS), DEMANDS, DAMAGES (OF ANY NATURE WHATSOEVER), EXPENSES, CAUSES OF ACTION, COSTS, PENALTIES, FINES, TAXES AND ASSESSMENTS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, CONSULTANTS' FEES AND COSTS, AND EXPERTS' FEES AND, INCLUDING WITHOUT LIMITATION, ALL OTHER PROPERTY LIABILITIES, DEFINED BELOW (INDIVIDUALLY, A "**CLAIM**" AND COLLECTIVELY "**CLAIMS**"), AND ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST GRANTOR, AND ITS PAST, PRESENT, AND FUTURE PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATED AND RELATED ENTITIES, AND THEIR RESPECTIVE PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATED AND RELATED ENTITIES, ESTATES, PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS (EACH, A "**RELEASEE**," COLLECTIVELY, "**RELEASEES**") FOR OR WITH RESPECT TO ANY AND ALL OBLIGATIONS AND LIABILITIES RELATING TO, AND ANY CONDITIONS, DEFICIENCIES OR DEFECTS OF OR IN THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS UNDER ANY PROPERTY LIABILITIES, AS DEFINED BELOW, OR ANY OTHER LIABILITIES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH ANY ONE OR MORE OF THE FOLLOWING (AA) ANY ACTUAL OR ALLEGED ENVIRONMENTAL CONDITION OR CONTAMINATION OR HAZARDOUS SUBSTANCES AT, ON, UNDER OR THAT HAVE MIGRATED OR BEEN TRANSPORTED TO OR FROM THE PROPERTY (THE "**ENVIRONMENTAL CONDITION**") AND (BB) ANY OTHER ACTUAL OR ALLEGED DEFICIENCY, DEFECT, CONDITION OR CHARACTERISTIC OF THE PROPERTY WHATSOEVER (TOGETHER WITH ENVIRONMENTAL CONDITION, AND IN ALL CASES WHETHER KNOWN OR UNKNOWN, LATENT OR PATENT, AS OF THE CLOSING, "**EXISTING CONDITIONS**"). GRANTEE IS ACQUIRING AND HAS ACQUIRED THE PROPERTY WITH AND SUBJECT TO ANY AND ALL SUCH EXISTING CONDITIONS, AND SUBJECT TO, WITHOUT LIMITATION, ALL PROPERTY LIABILITIES, AS DEFINED BELOW. As used herein, "**Property Liabilities**" includes, without limitation, the following: Any and all claims, demands, suits, actions, causes of action, proceedings, costs, liabilities, losses, damages, injuries (including without limitation death), liens, fines, penalties, obligations, or expenses (including without limitation attorneys' and consultants' fees, costs of investigation, court costs, remediation costs, response costs, and settlement costs), of every kind or nature whatsoever, past, present, or future, whether in tort, contract, quantum meruit, contribution, cost recovery, or otherwise, whether in law or equity, whether known or unknown, anticipated or unanticipated, or liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, general damages, incidental damages, special damages, natural resource damages, punitive damages, exemplary damages, fines, penalties, interest, costs, expenses, and fees (including without limitation attorney fees), to the extent arising out of, or resulting from, or involving, or connected with, or relating to, in any way the past, present, or future condition of the Property, or activities or omissions occurring on the Property at any time past, present, or future (including without limitation any act or omission of any Releasee), including without limitation any release, migration, or removal of Hazardous Substances, defined below, at, to, or from the Property at any time past, present, or future, and wherever now or hereafter located, and the provisions of any local, state, federal, or foreign law, rule or

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statute providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or unsuspected to exist at the time, by the persons executing such release, are hereby expressly, knowingly, and knowledgeably waived. The foregoing includes, without limitation, any claim for cost recovery, contribution, or any other relief whatsoever, (A) under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Resource and Conservation and Recovery Act of 1976, as amended (RCRA), the federal Water Pollution Control Act, as amended ("CWA"), the Washington Model Toxics Control Act (MTCA), or any other federal, state, local, or other law, statute, common law, code, ordinance, rule, regulation, judgment, order, decree, permit, license, or other governmental directive, binding pronouncement, approval or authorization relating to or regulating any condition of the Property, including, without limitation, a release or threatened release of any hazardous, toxic, radioactive, infectious, dangerous or extremely dangerous substance, material, vapor, or waste, pollutant, or pollution, or any other substance, material, or vapor which is or becomes regulated by the United States Government, the State of Washington, or any regional, county or local governmental authority relating to pollution or to the protection of health or the environment or natural resources, and including without limitation, any substance containing constituents regulated as specified above ("**Hazardous Substances**"), (B) for damage to or compensation for any damage to or compensation for natural resources or other interests of any kind, (C) for responsibility for any cleanup or remediation, (D) for personal injury or death or property damage (including without limitation any claim for diminution of property value or loss of use of property) or any combination of the foregoing or (E) otherwise relating to any Hazardous Substances or other actual or alleged condition of the Property. FOR THE AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE AND AGREE THAT PROPERTY LIABILITIES IS INTENDED TO INCLUDE ALL CLAIMS AND LIABILITIES WHATSOEVER TO THE EXTENT THEY HAVE ARISEN OR MAY ARISE IN CONNECTION WITH OR RELATING TO THE PROPERTY. For ease of reference the provisions of this Section 1a. are collectively referred to as the "**Release and Covenant Not to Sue.**"

(1b) Walk-Away. The Release and Covenant Not to Sue the Grantor and the Releasees as set forth herein is a specifically bargained for portion of the consideration to the Grantor for the conveyance of the Property, and the Grantor would not convey the Property without such provisions. It is the intent and agreement of the parties that after conveyance of the Property, the Grantor and the Releasees pursuant to the Release and Covenant Not to Sue shall "walk away" and have no Property Liabilities to Grantee, its successors and assigns whatsoever at any time with respect to the Property or the ownership, use, or condition of the foregoing or any part thereof.

(1c) Run with the Land. The Property is being sold and conveyed by Grantor subject to the conditions, covenants, and restrictions in this Section 1 (including 1a, 1b and 1c) which shall be covenants running with and burdening the land conveyed herein in perpetuity; GRANTEE AND EACH OF GRANTEE'S SUCCESSORS IN INTEREST WITH RESPECT TO THE PROPERTY, AND ALL PURCHASERS, LESSEES, AND OTHER PERSONS HAVING OR ACQUIRING ANY INTEREST IN OR TO THE PROPERTY, AUTOMATICALLY BY VIRTUE OF THEIR TAKING, ACCEPTING OR ACQUIRING SUCH INTEREST, SHALL BE BOUND BY AND BE DEEMED TO AGREE TO THE PROVISIONS OF THESE COVENANTS AS IF AN ORIGINAL SIGNATORY HERETO; and Grantee and its successors and assigns shall cause all subsequent deeds and conveyances of the Property or any interest therein to any person or persons to affirm and accept the provisions of these Covenants for the benefit of Grantor and each Releasee; provided that failure to so state, affirm or accept any or all of these Covenants shall not limit or waive their applicability to Grantee and its successors and assigns and all other persons having or acquiring any interest in or to the Property, which Covenants shall continue in full force and effect. To the extent these Covenants are ever deemed by a court not to run with the land, they shall be deemed equitable servitudes and continuing obligations of and binding on Grantee and its successors and assigns as provided herein to the fullest extent not prohibited by applicable law.

TIME IS OF THE ESSENCE OF THIS DEED.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made between **RIDGEFIELD LAND HOLDING, LLC** ("Grantor"), and **THE CITY OF RIDGEFIELD** ("Grantee"), individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Grantor owns certain real property located at 126 N. Main Avenue, Ridgefield, Washington, (Clark County Parcel Nos. 71030000 and 71042000) (the "Subject Property"), depicted on the map attached hereto as **Exhibit "A"** and legally described in **Exhibit "B"** attached hereto;

WHEREAS, the property originally housing the Park Laundry dry cleaning business, located at 122 N. Main Avenue, Ridgefield, Washington (Clark County Parcel No. 71040000) (the "Former Park Laundry Property"), has been identified by the Washington Department of Ecology ("Ecology") as a source of soil and groundwater contamination which has migrated onto the Subject Property;

WHEREAS, in compliance with the remedial investigation procedures outlined in the Washington Model Toxics Control Act ("MTCA"), Ecology has determined that the Park Laundry Site (the "Site") generally begins at the Former Park Laundry Property and extends to the north and northwest towards Lake River;

WHEREAS, due to contamination having migrated from the Former Park Laundry Property to the Subject Property, Ecology has determined that the Subject Property is part of the overall Site; and

WHEREAS, Grantee requests access to the Subject Property to perform certain remedial action activities (the "Work") as described in the Summary of Scope of Work attached hereto as **Exhibit "C"** ("Scope of Work").

1. **Grant of Access.**

a. Under this Agreement, the Grantor, as owner, hereby grants its permission to the Grantee, its contractors, consultants, and other agents, to have non-exclusive access to the Subject Property to perform the Work, subject to the terms and conditions set forth herein.

b. All Work shall be conducted in accordance with the Scope of Work attached hereto as Exhibit "C," and incorporated herein by this reference.

c. The name of the person or persons who will be supervising the Work as well as a contact telephone number for such person(s) is: Steve Stuart, City Manager for the City of Ridgefield, (360) 887-3557.

2. **Schedule.** The Work is scheduled to begin on 1/2/24. Unless through prior approval from Grantor, the Work will only be conducted between the hours of 8am and 5pm, Monday through Friday.

3. **Grantor's Consultant.** Grantor reserves the right to observe all Work, including excavation, while in progress.
4. **Governmental Authorization for Work.** Grantee shall obtain and maintain all necessary permits from the relevant agencies and comply with all current laws, ordinances, orders, rules, regulations, and permits, with respect to Grantee's performance of the Work during the duration of such Work.
5. **Waste Generation and Management.** Grantee shall be the designated generator of any waste produced in performing the Work and shall be fully responsible for preparation and execution of any manifests required for the management of such waste.
6. **Use, Occupation, and Enjoyment of Subject Property.** In exercising its rights granted by this Agreement, Grantee shall not unreasonably interfere with Grantor's use, occupation, or enjoyment of the Subject Property, except to the extent reasonably necessary to perform the Work set forth in Exhibit "C".
7. **Performance of Work.** Grantee shall not permit any damage to the Subject Property as a result of the performance of the Work, except as may otherwise be required to perform the remedial action Work as set forth in Exhibit "C". Except as otherwise provided in this Section 7, Grantee shall repair, as soon as is reasonably practicable, any damage caused to the Subject Property resulting from the performance of the Work. Grantee shall take all reasonable and necessary safety and security precautions and maintain a neat and orderly workplace in connection with the performance of the Work under this Agreement, including but not limited to:
 - a. Installing a perimeter fence around the Work laydown area;
 - b. Professionally patching excavation locations to match adjacent asphalt or concrete condition;
 - c. Replacing any damaged or removed vegetation with vegetation of identical species and similar age as that which is damaged or removed;
 - d. Promptly removing all asphalt, concrete, soil, and purge water from the Subject Property and disposing at a licensed treatment and/or disposal facility; and
 - e. Removing all investigation materials and tools from the Subject Property and leaving the Subject Property in a clean and usable condition.
8. **Discovery of Contaminated Media.** Grantee's contractors shall exercise due care and professional judgment to prevent the contamination of underlying groundwater and/or soils from overlying contaminated media, should they be encountered.
9. **Commencement, Duration, and Termination.** This Agreement shall become valid and enforceable upon execution by both Grantor and Grantee. Access to the Subject Property shall terminate upon completion of the Work described in Exhibit "C".

10. **Insurance**. Grantee's consultant and any contractors shall maintain, during the life of the Agreement, commercial general liability insurance, with limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage, naming Grantor as an additional insured. Additionally, said Parties shall maintain auto liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, as well as workers' compensation insurance with statutory limits.
11. **Release**. In exchange for the access provided here, Grantee, on behalf of itself and its insurers, agrees to irrevocably and unconditionally waive, release, and forever discharge Grantor, and its employees, heirs, estates, successors, and devisees of and from costs, expenses, and obligations incurred in conducting the Work, including without limitation the actual cost of the Work.
12. **Standard of Performance**. Grantee shall ensure that all Work is performed in a workmanlike manner and at the sole cost and expense of Grantee. All Work shall be conducted in compliance with all applicable federal, state, and local laws and regulations. Grantor shall not be responsible for the health and safety of Grantee's employees, agents, consultants, and contractors while on the Subject Property.
14. **Cooperation with the Work**. Grantor shall reasonably cooperate with the efforts of Grantee to effectuate the Work and shall not unreasonably withhold permission to carry out, and shall not interfere with, such activities as may be necessary for Grantee to exercise its rights or fulfill its obligations under this Agreement. Neither Grantor nor its agents have authority to direct the Work. Any information provided by Grantor or agents is for recommendation purposes only and shall not be relied upon as direction for the performance of the Work. Grantee is solely liable for any damage caused to underground utilities, underground pipelines, or other underground structures, fixtures, or improvements.
15. **Data Interpretations and Data Reports**. Upon Grantor's request, Grantee shall cause its consultant to provide Grantor with copies of all data, data interpretations, and data reports generated from the Work performed at the Subject Property.
16. **Non-Waiver of Other Rights**. Nothing herein shall constitute an admission or acknowledgement of any fact, liability, responsibility, or fault, or proportionate share thereof, for any conditions at, on, or beneath the Subject Property. Nor shall this Agreement be used as evidence of any admission, acknowledgement, or liability. Nothing in this Agreement shall be construed or is intended to modify or waive any rights among the Parties that may exist otherwise.
17. **Notices**. All notices and payments hereunder may be delivered or mailed. If delivered by messenger, or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, with correct postage, and shall be conclusive evidence of the date of mailing. The Parties may designate new or additional addresses for mail or delivery by providing notice to the other Party as provided in this section.

To Grantor: Scott Combs
Ridgefield Land Holding, LLC
800 NE Tenney Rd.
Ste. #110-310
Vancouver, WA 98685

To Grantee: Steve Stuart
City of Ridgefield
P.O. Box 608
Ridgefield, WA 98642

Copy to: Holly M. Stafford
CSD Attorneys at Law P.S.
1500 Railroad Ave.
Bellingham, WA 98225

18. **Modification**. No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all Parties hereto.

19. **Mechanics Lien**. Grantee shall keep the Subject Property free from any mechanics or other liens arising out of any work performed, materials furnished, or obligations incurred by Grantee.

20. **Limitation of Waiver**. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed to be a further continuing waiver of, any such term, provision, or condition or any other term, provision, or condition of this Agreement.

21. **Assignment**. The permission granted herein may be assigned by Grantee to any other Party or Parties with the prior written consent of Grantor, which consent may not be unreasonably withheld.

22. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, venue shall lie exclusively in Clark County, Washington.

23. **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same Agreement. Any Party hereto may execute and deliver this Agreement by transmitting an authorized signature by facsimile transmission, and copies of this Agreement executed and delivered by means of faxed signatures shall have the same effect as copies executed and delivered with original signatures.

24. **Attorneys' Fees**. Should any dispute commence between the Parties concerning the rights and duties arising out of this Agreement, the prevailing Party in such dispute, whether the

dispute be resolved by litigation or other proceeding, shall be entitled, in addition to such other relief as may be granted to it, a reasonable sum as and for its costs and attorneys' fees.

25. **Headings and Titles.** The captions of the paragraphs of this Agreement are only to assist the Parties in reading and understanding this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

26. **Successors and Assigns.** This Agreement shall benefit and bind the Parties and their respective successors and assigns.

27. **Time of the Essence.** Time is of the essence of this Agreement and all of the terms, provisions, covenants, and conditions thereof.

28. **Signature Authority.** This Agreement shall be signed by duly authorized representatives of Grantor and Grantee. The signing of this Agreement shall provide evidence that signatories were granted such authority by the respective involved Parties.

29. **Entire Agreement.** The entire agreement between Grantor and Grantee is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GRANTOR:

RIDGEFIELD LAND HOLDING, LLC

By: 

Date: 9-7-2023

Name: Scott Combs

Its: member

GRANTEE:

CITY OF RIDGEFIELD

By: 

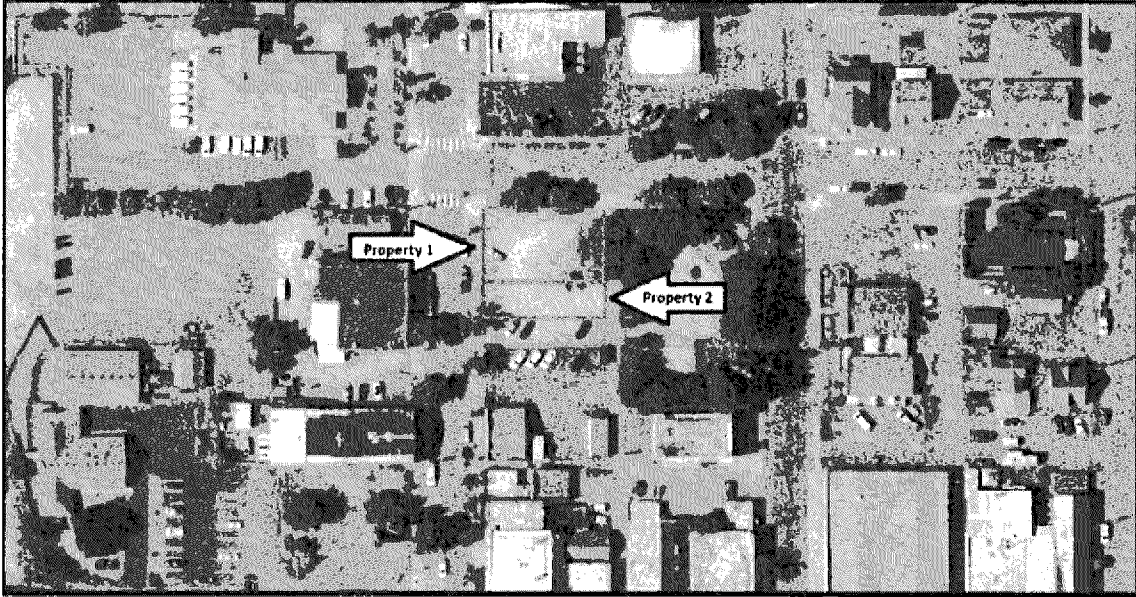
Date: 12-11-2023

Name: Steve Stuart

Its: City Manager

ACCESS AGREEMENT - 5

EXHIBIT "A"
MAP OF SUBJECT PROPERTY



ACCESS AGREEMENT - 6

EXHIBIT "B"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel No. 71030000: GREELEYS ADDN #1 LOT 11 BLK 13

Parcel No. 71042000: GREELEYS ADDN LOT 12 BLK 13

ACCESS AGREEMENT - 7

EXHIBIT "C"
SUMMARY OF SCOPE OF WORK

Excavation and off-site disposal of tetrachloroethene ("PCE") contaminated soil up to fifteen (15) feet below ground surface; collection of confirmational samples from excavation limits; dewatering activities; backfilling with clean, imported fill; compaction of backfill; surface restoration to match previous conditions; decommissioning of groundwater well MW21; and *in situ* groundwater treatment for PCE using injection points, a reducing agent, and enhanced bioremediation solutions.

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