

ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
Shane Gilthvedt

The Washington State Department of Ecology (Ecology) and Shane Gilthvedt. (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 70.105D 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 70.105D.030(1)(a) & (b); WAC 173-340-800.
3. Shane Gilthvedt ("Property Owner") is the owner of real property located at 1108 Logan Street Davenport, Washington ("Property"). The legal description of this property is Lots 1, 2, 3, 8, 9 and 10, Block 62, Essigs Addition to the Town (now City) of Davenport, according to the Plat thereof, recorded in Book "A" of Plats, page 37, records of Lincoln County, Washington.
4. The Property is either known to be, or has the potential to be, impacted by petroleum contaminated groundwater from Priceless Gas. Priceless Gas is a known hazardous waste site, generally located at 1108 Morgan Street Davenport, Washington. Merit Truck Stop Inc. has 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 Priceless Gas. This includes, but is not limited to sampling groundwater from existing on site monitoring well. Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner at telephone number (253) 670-0263, 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 Priceless Gas 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: 03/12/2025

Nicholas Acklam
Section Manager, Eastern Region Toxics Cleanup Program
Department of Ecology

Property Owner

(signature)  _____

Date 03/11/2025

(print name) Shane Gilthvedt