

ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
Khorram Family Investments

The Washington State Department of Ecology (Ecology) and Khorram Family Investments (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.305.030(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 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 and diesel 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 and use of any existing and newly installed groundwater monitoring wells for sampling events.
 - The installation of at least one (1), but possibly up to two (2) groundwater monitoring wells.
 - Depending on the concentration of the gasoline in the groundwater, Ecology may need to perform additional 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 slab sampling beneath the building.
- Access to perform any other investigative or remedial actions to address contamination from Tiki Car Wash on the Property.

Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner Hossein Khorram at telephone number (425) 455-0375 and via email milano@milanoapts.com , or notifying Property Owner in person at least 24 hours in advance of entry on the Property. Ecology will also attempt to provide reasonable advance notice of entry by calling the Store Manager Scott Selden at telephone number 253-922-5700 and via the email address saselden@seldens.com , 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. All activities conducted at the Property pursuant to this Agreement shall be conducted in a workmanlike manner, all debris and materials related to these activities shall be removed at the end of each work day, and the Property shall be returned to its original condition at the conclusion of these activities.
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

Kim Wooten

Date: July 9, 2025

 Kim Wooten
 Section Manager
 Toxics Cleanup Program, Northwest Region Office
 Department of Ecology

Property Owner

(signature)  Date June 30, 2025

(print name) Hossein Khorram