

ACCESS AGREEMENT  
Between the  
Washington State Department of Ecology  
and  
Jerry Hammon

The Washington State Department of Ecology (Ecology) and Jerry W. Hammon (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. Jerry W. Hammon ("Property Owner") is the owner of real property located at 728 N. Cook St. Spokane WA ("Property"). The legal description of this property is LTS 2, 3, AND 4, 99202 B151, SCHOOL SECTION 16. Tax Parcel Number: 35164.0402
4. The Property is either known to be, or has the potential to be, impacted by polychlorinated biphenyls (PCBs) from the City Parcel Site. The City Parcel Site is a known hazardous waste site, generally located at 708 North Cook Street, Spokane, Washington. Overton, Gisselberg, and Boyce (deceased) 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 City Parcel Site. This includes, but is not limited to digging test pits, collecting soil samples, and removing contaminated soil and replacing with clean material. Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner at telephone number (509) 939-9818, or notifying Property Owner in person at least 24 hours in advance of entry on the Property. Ecology will make reasonable efforts to minimize interruptions to business operations at the Property. Due to the nature and timing of the work and layout of the Property, some impacts to the business may not be avoidable.
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 City Parcel Site 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: \_\_\_\_\_

\_\_\_\_\_  
Michael Hibbler  
Section Manager, Eastern Region Toxics Cleanup Program  
Department of Ecology

Property Owner

(signature) *Jerry W. Hammon* Date 3/28/14  
(print name) Jerry W. Hammon