

ACCESS AGREEMENT

Between the
Washington State Department of Ecology
and
Warren Neth

The Washington State Department of Ecology (Ecology) and Warren Neth (collectively, “the Parties”) agree to the following terms of the conditions of this Access Agreement:

1. Following the Remedial Investigation and Feasibility Study, Environmental Protection Agency (EPA) successfully implemented all appropriate remedial actions and cleaned-up the Frontier Hard Chrome Superfund Site located at 113 Y Street, Vancouver, Washington 98661. Currently EPA is in the process of Closing-Out the Site.
2. As the lead agency, Ecology is responsible for the decommissioning of one groundwater monitoring well (W85-3B, see the enclosed Land Record for approximate well location) on your property pursuant to the Minimum Standards For Construction and Maintenance of Wells, Chapter 18.104 RCW and Chapter 173-160 WAC as part of the Site Close-Out.
3. Warren Neth is the owner of the real property located on Y Street, Vancouver, Washington 98661 (No physical address exists for the “Property”). The legal description of this Property includes Parcel Numbers 33813000 and 33823000 under Clark County, Washington.
4. By signing this Access Agreement, Warren Neth grants full access rights to Ecology, and/or any authorized representatives of Ecology, for the purpose of decommissioning of one groundwater monitoring well (W85-3B) that was installed by the Environmental Protection Agency (EPA) as part of Frontier Hard Chrome Superfund site cleanup. The activity will include the decommissioning of one monitoring well as per the requirements of Chapter 173-160 WAC. Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner at telephone number (360) 921-3556, or notifying Property Owner in person at least 24 hours in advance of entry on the Property.
5. The term of this Access Agreement shall be for the time period necessary for Ecology to complete the decommissioning of one monitoring well installed as part of Frontier Hard Chrome Superfund Site cleanup at the Property.
6. 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.

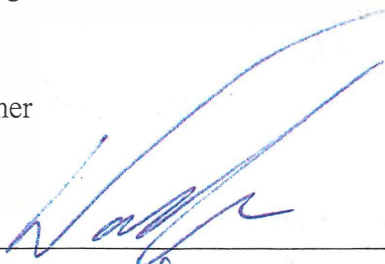
7. The Parties may mutually amend this Access Agreement. Any amendments shall not be binding on any party unless such amendments are in writing and signed by an authorized representative of each party.

8. The Access Agreement between the Parties contains all terms and conditions agreed upon by and between the parties. No other understanding, verbal or otherwise, regarding the subject matter of this Agreement shall be enforceable on any of the parties.

Department Ecology

Marion L. Abbott for Rebecca Lawson Date: 7/10/18
Rebecca S. Lawson, PE, LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

Property Owner

(Signature)  Date: 6-28-18
(print name) Warren NETTL

