

Access Agreement

This Access Agreement (“Agreement”) is made and entered into by and among Nelson Investments, LLC, Aspect Consulting LLC (“Aspect”), and Strickland Real Estate Holdings LLC (“Strickland”) herein collectively referred to as the “Parties”.

Recitals

1. Nelson Investments, LLC owns the real property located at 6820 196th ST. SW, Lynnwood, Washington 98036-5041 (“Nelson Investments, LLC Property”).
2. Strickland Real Estate Holdings LLC, has retained Aspect to perform professional services at Nelson Investments, LLC property.
3. Aspect/Strickland Real Estate Holdings LLC requests access to Nelson Investments, LLC Property to perform investigative work, consisting enter description (the “Work”). The above described Work will include:
 - a. Two soil borings one completed as a monitoring well will be drilled using direct-push equipment, with a targeted depth of approximately 25 feet bgs, to the bottom of field-screened impacts, or to refusal. There is reasonable confidence that soil conditions will permit boring and well installation using direct-push methods. Hollow-stem auger drilling techniques will be used in the event that soil conditions prove unsuitable for direct-push equipment.
 - b. Monitoring well will be constructed in accordance with Washington Administrative Code (WAC) 173-160 by licensed drillers. Well will consist of 2-inch diameter Schedule 40 PVC blank casing and 0.010-inch slot (10-slot) pre-packed well screen. Well screen will be 15 feet in length to accommodate seasonal groundwater fluctuations. With documented depths to water of 7 to 15 feet below grade, the pre-packed well screen is planned to be set from 5 to 20 feet below grade, contingent on field observations. Well will be completed with an appropriate protective seal and secured with locking well caps. A licensed surveyor will survey top-of-casing and ground surface elevations to the nearest one-hundredth of a foot NAVD88 vertical datum, as well as the horizontal location of each well.
 - c. Two quarterly rounds of groundwater sampling are planned from the monitoring well. Sampling will be performed using low-flow sampling methods as outlined in the SAP (Appendix E). Groundwater samples will be submitted to a state-certified laboratory for analysis of petroleum hydrocarbons by Northwest Methods NWTPH-Gx and NWTPH-Dx, volatile petroleum compounds by EPA Method 8260C, and halogenated VOCs by EPA Method 8260C.

- d. All work to be performed will be conducted in accordance with the Ecology-approved Remedial Investigation Work Plan, which can be downloaded from Ecology's website (<https://fortress.wa.gov/ecy/gsp/CleanupSiteDocuments.aspx?csid=12541>).

NOW, THEREFORE, the Parties desire to enter into this Agreement to allow Aspect access to Nelson Investments, LLC Property to perform the Work.

Terms and Conditions

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as Terms and Conditions of this Agreement.
2. **Right of Access.** Nelson Investments, LLC grants Aspect, its employees, agents, consultants, and contractors a, temporary, nonexclusive right to enter Nelson Investments, LLC Property on one occasion to perform the above-identified well installation Work plus the right to access the well to obtain groundwater samples and to decommission the well. Nelson Investments, LLC is not granting a possessory right, easement, or other property interest.
3. **Duration of Consent to Access.** This Agreement shall terminate no later than six months from the effective date, and Nelson Investments, LLC may withdraw consent to access for any reason upon 24-hours' notice to Aspect. Under all circumstances, Aspect shall no longer have access to the Nelson Investments, LLC Property as of January 1, 2020.

Aspect agrees to provide at least seven (7) days' notice to Nelson Investments, LLC of its intention to access the Nelson Investments, LLC Property and to perform the Work. Nelson Investments, LLC agrees to reasonably accommodate Aspect's identified date for performing the Work. Aspect agrees that it shall attempt to schedule the performance of the Work to occur on a Monday, so as to reduce any potential interference with tenants on the Nelson Investments, LLC Property. Aspect may provide notice to Nelson Investments, LLC by way of a telephone call, followed by email, identifying the date that it intends to access the Nelson Investments, LLC Property.

4. **Standard of Performance/Indemnity.** Aspect shall ensure that all Work is performed in a workmanlike manner and at Aspect/Strickland Real Estate Holdings LLC's sole cost and expense subject to the reservation of rights in paragraph 5 below. All Work shall be conducted in compliance with applicable federal, state and local laws and regulations. Aspect shall be solely responsible for the health and safety of their employees, agents, consultants, subcontractors, and contractors while on Nelson Investments, LLC Property. Aspect and Strickland Real Estate Holdings LLC, jointly and severally, shall indemnify and hold Nelson Investments, LLC harmless from and against any and all fines, penalties, liabilities, claims and damages that may be imposed upon, asserted against, or incurred by Nelson Investments, LLC arising out of or related, in any way, to any acts and omissions of Aspect or Strickland Real Estate Holdings LLC's consultants, contractors, agents and employees in the performance of the Work under this Agreement. Aspect waives its immunity to suit under workman's compensation, industrial insurance, disability benefit or similar statutes. This indemnity and waiver have been expressly and mutually negotiated by the Parties.

5. **Reservation of Rights.** By entering into this Agreement and performing the Work, Nelson Investments, LLC and Strickland Real Estate Holdings LLC do not waive, and expressly reserve, all claims they may have against each other and all other persons under federal and state law in connection with or related to the performance of the Work. This Agreement is not, and shall not be construed as a settlement, waiver, release, compromise, or satisfaction of any claim, demand, or action relating to any Party and no Party waives any legal right that the Party may otherwise possess.
6. **Liability.** The Parties do not admit or concede the existence of, or any liability or responsibility arising from, the presence of any hazardous substances at, on, adjacent to, or near Nelson Investments, LLC Property. No actions taken pursuant to this Agreement shall be construed as an admission of liability or responsibility for the presence of any hazardous substances at, on, adjacent to, or near Nelson Investments, LLC Property.
7. **Investigation – Derived Wastes.** Aspect shall ensure that all investigation-derived wastes are promptly removed from Nelson Investments, LLC Property and are disposed in accordance with all applicable laws and regulations and at the sole expense of Aspect.
8. **Aspect's Data and Reports.** Aspect and Strickland Real Estate Holdings LLC shall provide copies of all of reports, field notes, analytical results, quality assurance / quality control data and chain-of-custody records (collectively "Aspect's Data") relating to the Work. By providing Nelson Investments, LLC with Aspect's Data, Aspect/Strickland Real Estate Holdings LLC is not waiving any claim of work-product or privilege concerning Aspect's Data or any analysis of Aspect's Data.
9. **Admissibility.** Pursuant to federal and state rules of evidence, this Agreement shall not be admissible in any court or administrative proceedings as evidence of responsibility or liability of either Party with regard to any hazardous substances which may be present at, on, adjacent to, or near Nelson Investments, LLC Property. This agreement is admissible, however, in any action to enforce the terms and conditions of this Agreement.
10. **Third Parties.** This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal, state, and local regulatory agencies.
11. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties, and no Party may assign or delegate its obligations under this Agreement without the prior written consent of the other Parties.
12. **Amendments.** Amendments to this Agreement shall become effective upon execution of a written amendment.
13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties on the basis that this Agreement was drafted by legal counsel for any of the Parties. The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.
14. **Interpretation.** This Agreement shall not be interpreted or construed against any of the Parties on the basis that this Agreement was drafted by legal counsel for any of the Parties. The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.

- 15. Governing Law and Venue.** This Agreement shall be interpreted and enforced pursuant to the laws of the state of Washington. Venue for any lawsuit arising out of this Agreement shall be in Snohomish County, Washington.
- 16. Attorneys' Fees.** In any action between the Parties to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
- 17. Voluntary Executions.** In executing this Agreement, the Parties acknowledge that they have consulted with their attorneys and that they have voluntarily executed this Agreement after independent investigations, without fraud, duress, or any undue influence.
- 18. Counterparts.** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original Agreement and all of which shall constitute one Agreement. The execution of one counterpart by a party shall have the same force and effects as if that party had signed all other counterparts.
- 19. Effective Date.** This Agreement shall become effective as of the latest date of execution below.

20. Notices. All notices and other communications regarding this Agreement shall be directed to the following persons at the following addresses:

For Strickland Real Estate Holdings LLC:
Ryan Megenity
12199 Village Center Pl, #201
Mukilteo, WA 98275

For Nelson Investments, LLC:
Randall Thomsen
Attorney at Law
Harrigan Leyh Farmer & Thomsen LLP
999 Third Avenue, 44th Floor
Seattle, WA 98199
randallt@harriganleyh.com

and to:

David Nelson
Nelson Investments, LLC
2220 Macnaughton LN
Lake Stevens, WA 98258-9439
dennepi@gmail.com
(425) 422-2743

For Aspect: Adam C. Griffin
350 Madison Avenue North
Bainbridge Island, WA 98110
Phone: (206) 780-9370

21. **Authority to Sign.** The undersigned, by signature to this document, represent that they have authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

Aspect Consulting, LLC



(Signature)

Adam C. Griffin

(Printed Name)

June 20, 2019

(Date)

**Strickland Real Estate
Holdings LLC**



(Signature)

Rex Thomas Strickland

(Printed Name)

Nelson Investments, LLC



(Signature)

DAVID E. NELSON

(Printed Name)

6.25.19

(Date)