

PRIORITY REVIEW and COST RECOVERY AGREEMENT

This agreement is used as a tool for assigning low priority sites to a project manager. Although DEQ tries to assign staff to sites with high risk to human health or the environment as soon as possible, we may not have staff available to review low risk sites. This option is available to responsible parties who wish to proceed with cleanup and site closure and want DEQ signoff sooner rather than later (e.g., to sell the property, obtain financing or insurance). These sites are typically handled on a first come, first served basis and there may be a waiting list. DEQ is also requiring that you submit a \$5,000 deposit to cover DEQ review and oversight costs to complete the work on this project.

This document serves as an agreement between the undersigned (hereinafter "you") and the Department of Environmental Quality (DEQ) regarding DEQ site-specific technical consultation, review, and oversight of the investigation and/or cleanup of petroleum (hazardous substances) at the property located at:

Facility Name: THE CONNECTION

Address: 470 FIR AVE REEDSPORT, OR

LUST No.: 10-04-0962

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the above-referenced site. Additional details regarding DEQ oversight will be established upon review of the initial site data.

DEQ requires that persons requesting DEQ site-specific technical consultation, review, and oversight of investigation and cleanup activities agree to the terms of this agreement and pay project oversight costs.

DEQ project oversight costs will include direct costs and indirect costs.. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ, including the Land Quality Division (LQD), allocable to DEQ oversight of this agreement and not charged as direct, site-specific costs. Indirect charges are based on a percentage of direct personal services costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will invoice you if our oversight costs exceed the \$5,000 deposit. Payment of DEQ invoices are due within thirty (30) days of issuance of the monthly statement, by a check made payable to the "Department of Environmental Quality".

Electing not to enter into this agreement does not release you from any responsibility that you might have for any reporting requirements, investigation and/or cleanup (hazardous substances) at the above referenced facility. This does not preclude the DEQ from conducting audits or inspections of all or portions of the investigation and cleanup activities associated with this facility. Enforcement action may be initiated if any violation of DEQ requirements is found.

Either DEQ or you may terminate this agreement by giving 15 days advance written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of the agreement shall be recoverable under this Agreement. Termination of this agreement will not affect any other right DEQ may have for recovery of costs under any applicable law.

You will hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from DEQ review and/or oversight activities under this agreement.

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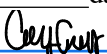
This agreement is not and shall not be construed to be an admission by you of any liability under ORS 465.255 or any other law or as a waiver by you of any defense to such liability. This agreement is not and shall not be construed to be a waiver, release, or settlement of claims that DEQ may have against you or any other responsible person nor is this agreement a waiver of any enforcement authority that DEQ may have.

The DEQ Western Region Environmental Cleanup Program will be responsible for the review and oversight of the investigation and cleanup activities associated with the property. Please refer all site-specific inquiries to info.lust@deq.oregon.gov.

All inquiries regarding cost recovery and/or invoices should be directed to (503) 229-5812 and CUinvocing@deq.oregon.gov.

If the terms of this agreement are acceptable, please have it executed by an authorized officer in the space provided below. In order to more effectively schedule your project, please return this agreement within 30 days of receipt to: info.lust@deq.oregon.gov.

Accepted and agreed to this 28 day of September, 20^{2323 232:}23

Signed By: 
Corey Cross (Sep 28, 2023 11:16 PDT)

Print Name: Corey Cross

Title: Son

Please provide the following information as to where the invoices should be sent.

Individual Name: Corey Cross

Title: Son

Company Name: _____

Mail Address: 1000 east central Ave space 12

City, State, Zip: Sutherlin or 97479

Phone Number: (541) 580-6272

E-mail Address: jobbercreations@yahoo.com