



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality

Western Region Eugene Office

1102 Lincoln Street, Suite 210

Eugene, OR 97401

(541) 686-7838

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February 9, 2009

Robert L. Breeden
Edgewood Shopping Center
366 East 40th Avenue, Suite 250
Eugene, Oregon 97405

**Re: Voluntary Cleanup Program Letter Agreement
Siegmund's Cleaners/Edgewood Shopping Center, 370 E 40th Street, Eugene, OR
ECSI 4586**

Dear Mr. Breeden:

This letter responds to your request to investigate and/or clean up contaminated property under the review and oversight of the Oregon Department of Environmental Quality (DEQ) Voluntary Cleanup Program. This letter also serves as a Letter Agreement between Edgewood Shopping Center and DEQ, regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at the Siegmund's Cleaners/Edgewood Shopping Center property in Eugene, Oregon.

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and cleanup of the referenced site, and to review related information available in DEQ's files, and conduct a site visit. DEQ will then recommend a course of action to complete the project. The course of action may include, but not be limited to, additional investigation, risk assessment, remedial action evaluation and selection, and/or a "no further action" determination consistent with the Environmental Cleanup Law. DEQ will provide public notice and opportunity for comment on any remedial action proposal or "no further action" determination in accordance with ORS 465.320. DEQ will also determine, in consultation with you, the form of any further agreement needed to manage the project most effectively.

DEQ requires that persons seeking DEQ review and oversight of investigation and cleanup activities provide a deposit of \$5,000.00 as an advance against costs, which DEQ will incur. The advance deposit must be in the form of a check payable to the Department of Environmental Quality. When you have signed this letter to formalize your request, and your deposit has been received by DEQ, a sub-account of the Hazardous Substances Remedial Action Fund will be established to be drawn upon by DEQ as project costs are incurred.

DEQ project 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

State of Oregon and DEQ allocable to DEQ oversight of this Letter Agreement and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs. Review and oversight costs will not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will provide you with a monthly invoice, a sample of which is attached. In the event project costs exceed the sub-account balance, DEQ will submit to you an invoice for any costs in excess of the advance. In the event project costs do not exceed the sub-account balance, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs, or will apply the remaining amount toward oversight of work under any further agreement necessary for the project.

Either you or DEQ may terminate this Letter 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 this Letter Agreement shall be recoverable under this Agreement. Termination of this Letter Agreement will not affect any other right DEQ may have for recovery of costs under applicable law.

You shall hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from activities performed by you and reviewed or overseen by DEQ under this Letter Agreement.

This Letter Agreement is not and shall not be construed as an admission by you of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release, or settlement of claims DEQ may have against you or any other person or as a waiver of any enforcement authority DEQ may have with respect to you or the property. Upon DEQ's request and as necessary to oversight of your work under this Letter Agreement, you shall provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

DEQ project manager Geoff Brown has been assigned to initiate the review and oversight of the investigation and cleanup activities associated with your property. Please refer all inquiries to Geoff by telephone at 541-686-7819 or by email at: brown.geoff@deq.state.or.us. DEQ appreciates your interest in the Voluntary Cleanup Program and looks forward to working with you.

Sincerely,



Paul S. (Max) Rosenberg
Western Region Cleanup Program Manager

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Edgewood Shopping Center
February 9, 2009
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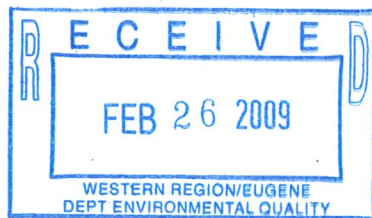
If the terms of this Letter Agreement are acceptable to you, please sign in the space provided below and return to us.

Accepted and agreed to this 24th day of FEBRUARY, 2009.

By: Robert L. Breeden

Title: Managing Member

Enclosures: *Fact Sheet "Invoice for Cleanup Program Costs"*
Sample Invoice
Fact Sheet "Protection of Archeological and Cultural Resources"



FOR DEQ USE ONLY
DATE REC'D <u>2-26-09</u>
AMT. REC'D <u>\$5,000.00</u>
CHECK # <u>5054</u>

Receipt # 138513