



January 4, 2008

Mr. Charlie Landman
Oregon Department of Environmental Quality
Land Quality Division
811 SW Sixth Avenue
Portland, Oregon 97204

Ms. Mavis Kent
Oregon Department of Environmental Quality
NW Region, East Side Office
1550 NW Eastman Parkway, Suite 290
Gresham, Oregon 97030

Re: Request for Determination, Cascade Industrial Site
Prospective Purchaser Agreement (PPA) DEQ No. O7-02

Dear Ms Kent:

On behalf of Cascade Industrial, L.L.C., this letter requests a determination that Cascade Industrial, L.L.C. has fulfilled its obligations under DEQ PPA No. O7-02 for the property located at 2901 NE 201st Street, Gresham.

An application for the PPA was transmitted to the DEQ on December 16, 2006. The PPA was executed on April 30, 2007. The PPA application, the PPA document, and various deliverables under the PPA document the site history and describe the work to be completed. The work has since been completed.

The following summary paraphrases requirements under the PPA (*italic*) and the completed actions (*plan text*).

2. MEASURES TO BE UNDERTAKEN

- A. *Purchaser shall have no liability for any costs to carry out the actions that will be performed by Cascade Corporation described in Attachment E.* No specific action required.
- B. *Purchaser will not begin development until DEQ approves a water sampling, analysis and management plan.* Cascade Corporation submitted a May 9, 2007 sampling plan to meet the requirement. The DEQ approved the plan by electronic mail on May 9, 2007.
- C. *Purchaser will not begin development until DEQ has approved a Soil Management Plan prepared by the Purchaser.* The May 7, 2007 Soil Management Plan submitted by URS met this requirement. The DEQ approved the plan by electronic mail on May 7, 2007.
- D. *Purchaser will sign and record an Easement and Equitable Servitudes (E&ES) that was attached to the PPA as Exhibit F.* The E&ES was signed and recorded on May 10, 2007. A copy of the recorded E&ES was sent to the DEQ.



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- E. *Purchaser shall develop the property as approximately 200,000 to 350,000 square feet of slab-on-grade warehouse building(s) and associated parking and driveways. Cascade Industrial constructed a 303,050 square foot warehouse building.*
- F. *Purchaser must notify DEQ of physical changes to the Property that might affect groundwater. This obligation expires on DEQ issuance of a No Further Action Letter. Cascade Industrial submitted a design for a retaining wall on April 16, 2007 and a design for drainage piping on April 19, 2007. DEQ approved the plans by electronic mail on May 9, 2007.*
- G. *The Purchaser shall require tenants, employees, and other occupants or regular users of the Property that conduct activities that might affect groundwater to submit development or construction plans to Cascade Industrial, L.L.C for review by DEQ This approval requirement will expire upon issuance of an unconditional No Further Action determination. There are currently no employees, tenants, occupants or regular users of the Property. Contractors of Cascade Industrial, L.L.C. have conducted activities in accordance with the development and construction plans approved by DEQ.*
- H. *...Agreement will not result in use and/or deed restrictions... No specific action required.*
- I. *Nothing in this Agreement obligates DEQ to conduct or pay for any actions at the Property. No specific action required.*

3. GENERAL PROVISIONS

- A. *DEO Oversight. DEQ shall provide review, approval/disapproval, and oversight of Purchaser's actions under this PPA. Cascade Industrial submitted work plans and designs and received DEQ approvals.*
- B(1) *During reasonable hours and subject to reasonable security requirements, Purchaser grants DEQ an irrevocable right of for the purpose of overseeing implementation of this Agreement, for overseeing implementation of the Consent Orders, and for conducting removal or remedial measures DEQ deems necessary. Cascade Industrial acknowledges DEQ's right of entry and has provided notice through recording of the EE&S.*
- B(2) *Purchaser must retain all records relating to the PPA for 6 years after the effective date of the PPA and after such six-year period, shall provide DEQ with 60 days notice before destruction or disposal of such records. Cascade Industrial is in compliance and will continue to be in compliance with this requirement.*



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C. Notice. The current contacts are as follows.

For DEQ:

Mavis D. Kent
DEQ Northwest Region - East Side Office
1550 NW Eastman Parkway, Suite 290
Gresham, Oregon 97030
Tel: 503-667-8414 X55008
Fax: 503-674-5148 Fax
kent.rnavis.d(ci)deg.state.or.us

For Purchaser:

Principal Real Estate Investors, LLC
Attn: Shashi Menon
711 High Street
Des Moines, IA 50392-1370

For Cascade Industrial:

Kyle Bertelsen
Real Estate Manager
1500 SW First Ave, Suite 1100
Portland, Oregon 97201
Tel: 503.916.8963
Fax: 503.916.8964
john.gordon@opusnw.com

Opus Northwest L.L.C.
Attn: Legal Department
10350 Bren Road West
Minnetonka, Minnesota 55343

Renee France
Ball Janik LLP
101 SW Main Street, Suite 1100
Portland, Oregon 97204
Tel: 503.228.2525
Fax: 503.295.1058

D. *Purchaser must provide DEQ with progress reports until construction of the retaining wall and all site grading work are complete.* URS submitted progress reports to the DEQ on June 9, July 27, and August 31, 2007. The DEQ acknowledged the progress reports by electronic mail. The August 31, 2007 report informed the DEQ that initial development was complete and that the status reports would cease.



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E. *Purchaser will be responsible for paying PPA oversight costs.* No specific environmental action required.

F through J. No specific actions required.

K. *The Purchaser must record the PPA within 30 days of acquiring the Property.* The PPA was recorded on May 10, 2007, and written evidence was provided to the DEQ.

L. *The Purchaser must provide notice of any transfer in interest of the Property or a portion of the Property at least 10 days prior to the transfer.* Cascade Industrial closed on the sale transaction on December 14, 2007. Cascade Industrial provided written notice of the pending transfer of the property to the DEQ on November 20, 2007.

4. RELEASE FROM LIABILITY. No specific action required.

5. PARTIES BOUND. No specific action required.

This letter and the referenced deliverables demonstrate that the obligations of the PPA are met. Cascade Industrial, L.L.C. transferred the continuing obligations under the PPA to the purchaser. Please issue a determination confirming that Cascade Industrial, L.L.C. has fulfilled its obligations under the PPA, including implementation of the Soil Management Plan. Please contact me if you have any questions regarding this summary of completed actions.

Sincerely,

URS CORPORATION

A handwritten signature in black ink, appearing to read "David Weymann". The signature is stylized and includes a large circular flourish at the end.

David Weymann, P.E.
Senior Project Manager

cc: Kyle Bertelsen, Margaret Knowlton; Opus
Renee France, Ball Janik