



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 West Yakima Avenue, Suite 200 • Yakima, Washington 98902-3452 • (509) 575-2490



July 25, 2007

Mr Kit A. Jensen
Attorney representing Lieb Properties II, LLC
330 NE Lincoln, Suite 100
PO Box 157
Hillsboro, OR 97124

RE: Welch's Kennewick Site, Facility Site ID # 89931898
Agreed Order No. DE 4781

Dear Mr. Jensen:

This letter serves as an agreement between Lieb Properties II, LLC (Lieb Properties), the Washington State Department of Ecology (Ecology), and Welch Foods Inc. (Welch's), regarding access to and transference of all or any portion of the property referred to as the Welch's Kennewick Site in Agreed Order No. DE4781.

Ecology has named Lieb Properties as a potentially liable person (PLP) for the Welch's Kennewick Site (Site). *See* Agreed Order, Sec. VI.3. Lieb Properties is the current owner of the Site. The Welch's Corporation, also a PLP for the Site, has entered into Agreed Order No. DE4781 with Ecology. The Agreed Order contains a program for the investigation of the Welch's Kennewick Site. Lieb Properties, the owner of the Welch's Kennewick Site, is not a party to the Agreed Order.

In order to facilitate access to the property and to provide Ecology with advance notice of any transfer of Lieb Properties' interest in the property, Lieb Properties agrees that, prior to the transfer of any legal or equitable interest Lieb Properties may have in the property or any portions of the property, Lieb Properties shall serve a copy of this letter agreement upon any prospective purchaser, lessee, transferee, assignee, or other successor in any such interest. At least thirty days prior to any finalization of any transfer, Lieb Properties shall notify Ecology of the contemplated transfer. Lieb Properties further agrees that no voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the property shall be consummated by Lieb Properties without provision for continued access to the property for Ecology and Welch's to carry out the work required under the Agreed Order and the implementation of any remedial actions found to be necessary pursuant to the Agreed Order.

Under this agreement Ecology or any Ecology authorized representative shall have the full authority to enter and freely move about all property at the Site that Lieb Properties either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to the Agreed Order; reviewing Welch's progress in carrying out the terms of the Agreed Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other



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documentary type equipment to record work done pursuant to the Agreed Order; and verifying the data submitted to Ecology by Welch's. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Lieb Properties unless an emergency prevents such notice. All persons who access the Site pursuant to this paragraph shall comply with the approved health and safety plan, if any. Ecology employees and their representative shall not be required to sign any release or waiver as a condition of site property access.

Lieb Properties' obligations under this letter agreement shall terminate upon the satisfactory completion of the remedial program set forth in Agreed Order DE4781.

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be executed by their proper officers thereto authorized, as of the day and year indicated below.

LIEB PROPERTIES II, LLC

By *Dallas Bream*
Its *Managing Member*
Date: *8-22-07*

WELCH FOODS, INC

By *Charles R. Lucas*
Its *Director of Manufacturing*
Date: *8/1/07*

**WASHINGTON STATE
DEPARTMENT OF ECOLOGY**

By *Donald W. Pratt*
Its *Section Manager*
Date: *9/26/07*