

RIGHT OF ENTRY AND REMEDIATION AGREEMENT

This Right of Entry and Remediation Agreement ("Agreement") is made and entered into this 15 day of May, 2006 ("Effective Date"), by and between Dorothy G., Inc. ("Dorothy G.") and Ms. Suzanne Dauer ("Dauer").

RECITALS

WHEREAS, Dorothy G., is the owner of the Redi-Quick dry cleaning property located at 9508 West Greenfield Avenue, West Allis, Wisconsin ("the Property");

WHEREAS, Dauer is the owner of property located adjacent to the Property to the north at 1361 South 95th Street, West Allis, Wisconsin (the "Dauer Property");

WHEREAS, the parties to this Agreement are Dauer and Dorothy G.;

WHEREAS, the Wisconsin Department of Natural Resources (the "WDNR") is requiring the remediation of impacted soil and/or groundwater on the Property and impacted soil and/or groundwater at the Dauer Property (collectively, the "Contamination");

WHEREAS, the WDNR has required Dorothy G. to perform an interim action to evaluate and mitigate vapors in the Dauer residence, as stated in the WDNR's letter of April 20, 2006, further described in Shaw Environmental Inc.'s proposal dated April 25, 2006 ("Interim Action").

WHEREAS, Dorothy G. wishes to conduct additional supplementary subsurface investigation between the Redi-Quick building and the Dauer residence in order to refine the scope of work for remediation ("Supplementary Investigation").

WHEREAS, Dorothy G. wishes to perform a remedial action at the Property and the Dauer residence, which will be described in the Remedial Action Plan ("RAP") and submitted to the WDNR. The RAP may contain plans to remove contaminated soils from both the Dauer Property and Dorothy G. Property and take other remedial measures, including groundwater monitoring, to remediate the Contamination pursuant to the laws and regulations of the WDNR;

WHEREAS, Dorothy G. and Dauer wish to enter into this Agreement to facilitate Dorothy G.'s access to the Dauer Property for the performance of the Interim Action, Supplementary Investigation and the RAP (collectively "Remedial Work");

WHEREAS, subject to the terms and conditions herein after set forth, Dauer is willing to grant such access to the Dauer Property.

WHEREAS, the parties to this agreement understand and expressly agree that this agreement does not waive any rights of either party, except as expressly provided herein. The parties understand and agree that Dauer has potential legal claims against Dorothy G. and others for the Contamination and that this Agreement does not waive or prejudice those claims in any way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants herein contained, the receipt and sufficiency of which is hereby conclusively acknowledged, and intending to be legally bound hereby, Dorothy G. and Dauer agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Access. Dauer hereby grants to Dorothy G. and its employees, agents, consultants, contractors, and subcontractors limited access to the Dauer Property for the sole purpose of conducting the Remedial Work, defined above, including limited air sampling, drilling and maintaining exploratory borings and groundwater monitoring wells, collecting soil samples and groundwater samples and properly abandoning any exploratory borings and removal of contaminated soils at the Dauer Property, and installing the vapor mitigation and SSDS in the Dauer residence and conducting supplementary subsurface investigation, as approved by WDNR. Notice of the work and other activities to be conducted on the Dauer property shall be provided in writing to Dauer at least 48 hours (with verbal confirmation) prior to entry, excluding Saturday, Sunday, and all legal holidays, and the work and other activities shall be approved by Dauer in writing prior to entry. Notice given to Dauer will include, at a minimum, the time that entry is expected, the duration of presence on Dauer's property by Dorothy G. or its agents, the number of persons expected to enter Dauer's property, and the purpose for the entry. Dorothy G. covenants and agrees that it shall not occupy, use, test or otherwise affect the Dauer property except as authorized herein.
3. Term. This Agreement shall be in effect from the date signed until December 31, 2006, subject, however, to Dauer's withdrawal of permission for continued access. The parties may agree in writing to extend this Agreement for any term. Dauer may, at any time, for any reason, and at her sole discretion, terminate this Agreement by notifying Dorothy G. in writing.

4. Performance of Interim Action, Supplementary Investigation Activities and Remediation Activities. Dorothy G. and its employees, agents, consultants, contractors and subcontractors shall perform all work under this Agreement in a good, workmanlike manner using that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality and in compliance with all practicing in the same or similar locality and in compliance with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies.

Dorothy G. shall ensure that no liens are placed on the Dauer Property by any entities providing services for the Remediation Activities. Dorothy G. and its contractors, subcontractors, representative and agents do not and shall not claim at any time any interest or estate in the Dauer property by virtue of this Agreement or any acts taken pursuant to this Agreement. Dorothy G.'s consultant or other subcontractors will be solely responsible for obtaining any utility clearances and will take precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury thereto.

Dorothy G. shall assume responsibility for transporting and disposing of any wastes and any hazardous material created by, removed by, or otherwise related to the work performed by Dorothy G. on the Dauer property. All waste related to the Contamination shall be manifested in Dorothy G.'s name as the owner and generator of such waste. Dorothy G. shall keep the Dauer property and surrounding area free of all waste materials, garbage, rubbish, and all potentially dangerous materials and conditions.

5. Cooperation. Dorothy G. shall provide to Dauer, (a) copies of all analytical results if soil or water samples are collected at the Dauer Property, and (b) all reports and non-confidential correspondence provided by or to its contractors or agents related to the Contamination, and (c) any and all other written communication submitted for governmental review and/or approval which includes data gathered relating to the Contamination. Dauer agrees to cooperate reasonably with Dorothy G. and Dauer's employees, agents, contractors, and consultants with respect to the Remedial Work. Dauer also agrees not to intentionally damage, or interfere with the use of, any monitoring well installed on their Property and agrees to notify third parties who have access to their Property of the presence of such wells. Dauer shall not be liable for damage to monitoring wells. Dauer agrees to vacate her residence for the period necessary to install a the Vapor Mitigation and SSDS system, not to exceed 16 hours and at a time convenient for Dauer.

Dauer does not warrant or represent that the Dauer property is safe or appropriate for the activities planned by Dorothy G. or which will or may be conducted by Dorothy G.

6. Remediation. Dorothy G. shall, at its sole cost and expense, prepare a RAP and obtain all appropriate governmental approvals for the same. Dauer shall have the opportunity to review and provide comments on the RAP and any subsequent written submittal prior to its submittal for governmental approvals. Dorothy G. shall, at its sole cost and expense, promptly commence and with all due diligence, complete the Vapor Mitigation and SSDS systems and Supplementary Investigation and RAP pursuant to this Agreement and in compliance with the laws and regulations of the State of Wisconsin including all provisions of NR 726 Wis. Admin. Code Case Closure and supporting WDNR guidance documents.

7. Damage to Property. Dorothy G. and its employees, agents, consultants and contractors shall take appropriate precautions necessary to minimize damage to the Dauer Property, and any improvements located thereon resulting from Dorothy G.'s activities, and the activities of its employees, agents, consultants and contractors, pursuant to this Agreement. Upon conclusion of the Remediation Activities, Dorothy G. agrees to restore the Dauer Property and improvements thereon, including landscaping, to the same condition as prior to the Remediation Activities. This includes removal and proper abandonment of monitoring wells pursuant to ch. NR 141 Wis. Admin. Code and restoration of surface material.

8. Insurance.

(a) Dorothy G. shall cause its environmental consultants, contractor(s) and their subcontractors to maintain for the term of this Agreement, one or more insurance policies with the following coverage limits, and which cover the indemnity provisions contained in the Agreement; except contractors and subcontractors need not obtain coverage under subpara. (v), below:

- | | | |
|-------|---|--|
| (i) | Worker's Compensation Statutory | Statutory |
| (ii) | Employer's Liability | \$ 100,000 per accident
\$ 500,000 per employee (disease) |
| (iii) | Commercial General Liability providing bodily injury, including death, personal injury and property damage coverage (Including Environmental Impairment Coverage or Pollution coverage endorsement) of at least | \$ 2,000,000 per occurrence |
| (iv) | Bodily Injury and Property Damage | \$ 2,000,000 aggregate |
| (v) | Professional Liability Errors & Omissions
(Including Environmental Impairment Coverage or Pollution coverage endorsement) | \$ 2,000,000 limit |

(vi) Automobile Liability \$ 1,000,000 per occurrence
\$ 2,000,000 aggregate

- (b) Dorothy G. shall require each of its consultants, contractors and their subcontractors to comply with the provisions of the Agreement, including, but not limited to, the insurance requirements described in subparagraph 7(a), (d), and (e) hereof.
 - (c) Dorothy G. shall cause its consultants, contractors and their subcontractors to provide to Dauer, within two-weeks of execution of this Agreement, certificates evidencing the requisite insurance coverage.
 - (d) The insurance policies shall name Dauer as an additional insured, except for coverages (i), (ii) and (v).
 - (e) If the insurance described herein is purchased on a "claim made" basis, it shall include coverage for at least five (5) years extending beyond the scope of this Agreement and any agreed-upon extensions of this Agreement.
9. Dorothy G. and all employees, agents, contractors, subcontracts, consultants and representative of Dorothy G. agree to indemnify, hold harmless and defend Dauer and any affiliates of Dauer from and against any and all claims, demands, judgments, damages, administrative orders, damages, injuries, actions, causes of action, consent agreements (consent orders), penalties, costs, expenses (including legal expenses), and any other liabilities of any kind arising out of the construction, operation, installation, maintenance, use, existence, termination, removal or extraction of soil borings, wells, equipment, utilities, or installations related to or arising from the performance of the "Remedial Work" activities herein.
10. Dorothy G. and all employees, agents, contractors, subcontracts, consultants and representative of Dorothy G. agree not to use the limited access permitted under this Agreement to collect information or potential evidence unrelated to investigation and cleanup activities expressly required by WDNR.
11. Reservation of Rights. Either by signing this Agreement or by undertaking the "Remedial Work" outlined above, Dorothy G. does not admit any liability to Dauer or Marilyn Herbert or any other person. The parties agree that this agreement and the fact of performance of the "Remedial Work" will not be introduced as evidence in any legal proceeding or lawsuit to prove the liability of Dorothy G. to Suzanne Dauer or Marilyn Herbert or any other person. Dorothy G.

and Dauer reserve all of their respective rights, including causes of action and defenses, as to each other and any other person or entity.

12. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by US Mail with delivery confirmation, Federal Express or other overnight courier service or if delivered in person addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this paragraph 11).

If to Dauer: Ms. Suzanne Dauer
1361 95th Street
West Allis, WI 53214
Telephone: 414-259-9258

With a copy to: David C. Bender, Esq.
Garvey McNeil & McGillivray, S.C.
634 W. Main Street, Suite 101
Madison, WI 53703
Telephone: 608-256-1003
Fax: 608-256-0933

If to Dorothy G.: Dorothy G., Inc.
Mr. Sam Gruichich
9508 West Greenfield Avenue
West Allis, WI 53215
Telephone: 414-771-1280

With a copy to: Donald P. Gallo, Esq.
Pamela H. Schaefer, Esq.
Reinhart Boerner Van Deuren s.c.
W233 N2080 Ridgeview Parkway
P.O. Box 2265
Waukesha, WI 53187-2265
Telephone 262-951-4555
Fax: 262-951-4690

All parties shall acknowledge in writing the receipt of any notice delivered in person.

13. Entire Agreement. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof and supersedes all proposals, whether oral or written, and all other communications between the parties regarding the subject matter of this Agreement. No changes or amendments to this

PROXIMATE PROPERTY BOUNDARY
 UNDERGROUND STORAGE TANK (UST)
 MONITORING WELL
 TEST BORING, DRILLED 5/19/99
 BY JJS & ASSOCIATES
 PIEZOMETER
 RECOVERY SUMP
 GEOPROBE BORING
 - WATER LINE
 - SEWER LINE

TANK LEGEND

A 1,000-GALLON DRY CLEANER SOLVENT UST
(NO LONGER IN USE)

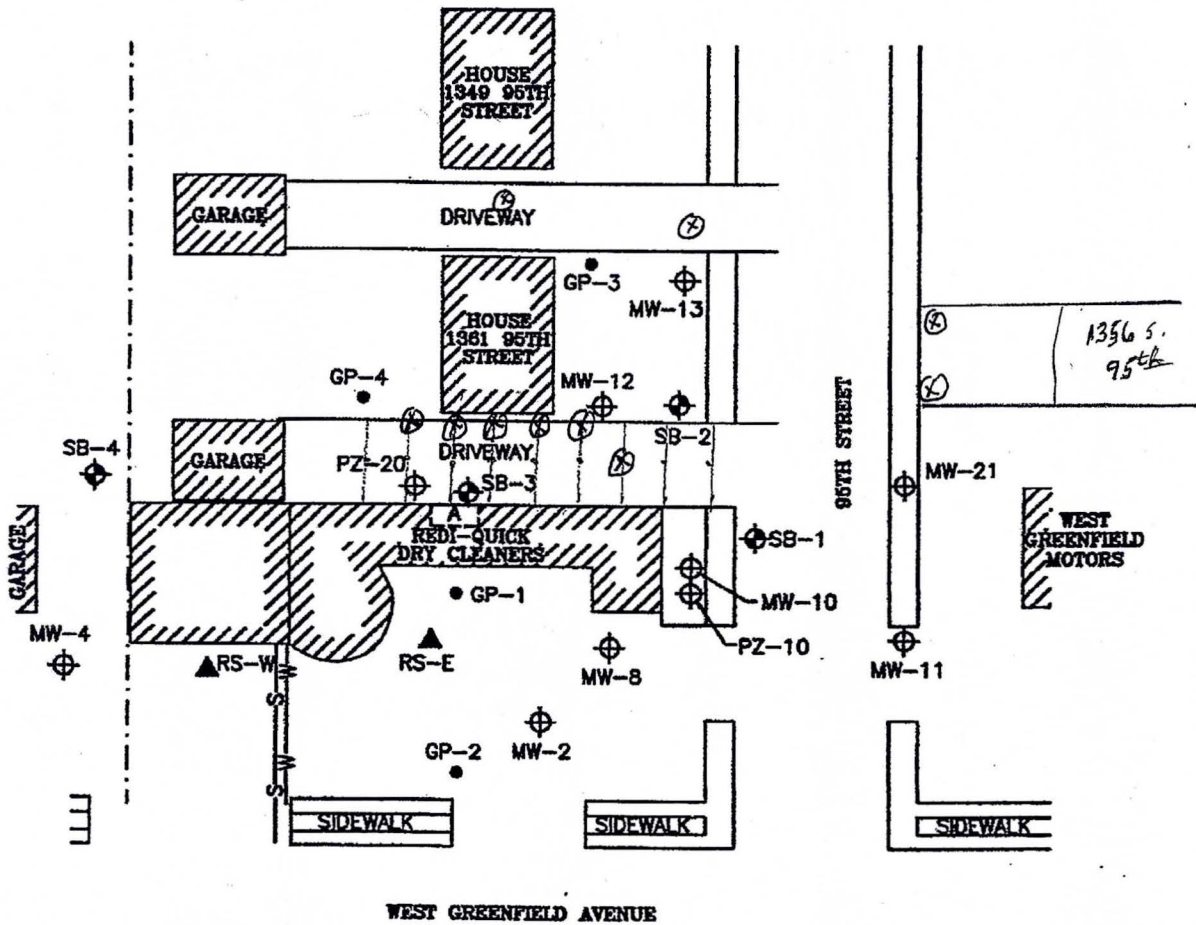
DRIVEWAY

60' x 12' (WIDE)

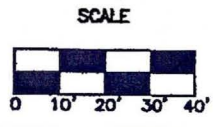
7 PROBES not being installed

⊕ PROPOSED GEOPROBE
LOCATIONS

ENGINEER	DATE	REVISIONS:	APPROVED BY:	CHECKED BY:	DRAWN BY:	DRAWING NO.
					KFK	000076.101
				01/05/04		



PROPOSED GEOPROBE LOCATIONS



SOIL BORING AND MONITORING WELL LOCATIONS RED-QUICK DRY CLEANERS SITE WEST ALLIS, WISCONSIN	FIGURE NO. 1
--	-----------------

PROXIMATE PROPERTY BOUNDARY
 UNDERGROUND STORAGE TANK (UST)
 MONITORING WELL
 TEST BORING, DRILLED 5/19/99
 BY JJS & ASSOCIATES
 PIEZOMETER
 RECOVERY SUMP
 GEOPROBE BORING
 - WATER LINE
 - SEWER LINE

TANK LEGEND

A 1,000-GALLON DRY CLEANER SOLVENT UST
(NO LONGER IN USE)

DRIVE-WAY

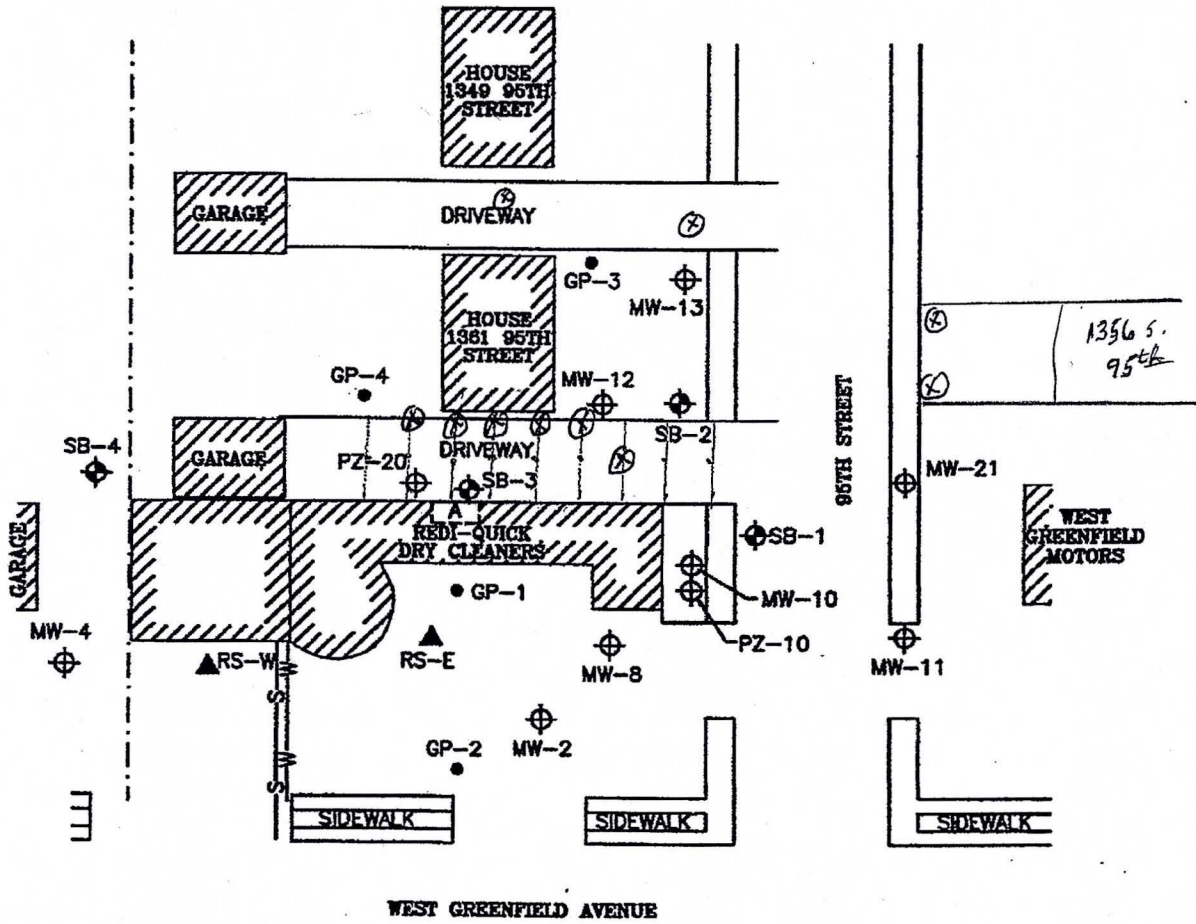
60' x 12' (WIDE)

9 PROBES not shown in plan

⊗ PROPOSED GEOPROBE
LOCATIONS



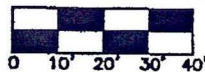
DATE	ENGINEER
DATE	ENGINEER
DATE	ENGINEER
REVISIONS:	
APPROVED BY:	
CHECKED BY:	
KFK	01/05/04
DRAWN BY:	
DRAWING NO.	000076.101



PROPOSED GEOPROBE LOCATIONS



SCALE



SOIL BORING AND MONITORING WELL LOCATIONS RED-QUICK DRY CLEANERS SITE WEST ALLIS, WISCONSIN	FIGURE NO. 1
--	-----------------