

THRIFTY OIL CO.

November 12, 2010

O-107876

Ms. Linda Lonay and Mr. Mohammad Hooshmand
P.O. Box 21134
Oakland, CA 94620

via Certified Mail

7009 1410 0001 4275 9538

Re: Residential Property
517 62nd Street
Oakland, CA 94609-1209
(West of Thrifty Oil Co. Station No. 063 located at 6135 Telegraph Avenue in
Oakland, California)

SUBJECT: ACCESS AGREEMENT

RECEIVED

10:36 am, Nov 15, 2010

Alameda County
Environmental Health

Dear Ms. Lonay and Mr. Hooshmand:

As you may know, Thrifty Oil Co. (Thrifty) owns a gasoline service station located at 6135 Telegraph Avenue in Oakland, California, currently operated by ARCO, which is on the southwestern corner of 62nd Street and Telegraph Avenue and east of your property located at 517 62nd Street, Oakland, California. The intent of this letter is to request your permission to enter your property located at 517 62nd Street, Oakland, California 94609-1209, for purposes of installing two shallow soil borings (SV-5 and SV-6) on the said property, all at Thrifty's cost and expense. A plot plan showing the location of the proposed soil borings is attached as **Exhibit A**.

Thrifty has been required by the Alameda County Environmental Health Care Services (ACHCS), the Lead Environmental Regulatory Agency overseeing Thrifty's gasoline station, to assess the condition of soil and groundwater in those two locations.

The soil boring installations are expected to be completed in less than one day. The proposed soil boring SV-5 will be installed in your front yard (the northern end of your property) and the proposed soil boring SV-6 will be installed in your back yard (the southern end of your property). Each soil boring will be installed to approximately 10-feet below ground surface using a hand auger or a small hand operated direct-push drill rig. During the installation of each soil boring, a soil vapor and groundwater sample will be collected. Following the collection of the required samples, the soil borings will be backfilled with bentonite grout to near surface and sealed to match existing surface conditions. Thrifty will make every effort to minimize disruption to your property and to your tenants.

A Thrifty representative would be glad to meet you at your property and explain the proposed scope of work.



13116 Imperial Hwy, Santa Fe Springs, CA 90670-0138 • Ph: (562)921-3581

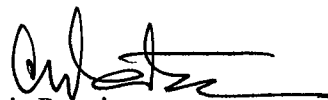
Please review and sign both copies of the enclosed Access Agreement, if you find it acceptable, and return both signed copies at your earliest convenience. Thrifty will acknowledge receipt by signing both copies and returning to you one fully-executed Agreement, which then will allow Thrifty to proceed with the required environmental work.

If you have any questions regarding the site investigation work proposed to be conducted on your property, please do not hesitate to contact Simon Tregurtha at (562) 921-3581, Ext. 260.

Sincerely,



Simon Tregurtha
Project Manager



Chris Panaitescu
General Manager,
Environmental Affairs

Cc: Mr. Paresh Khatri, ACHCS
File

62 Street

62nd St

SV-5 

517 62nd Street

Thrifty Station # 063

SV-6 

Telegraph Road

EXHIBIT A
Residential Property
adjacent to Thifty Oil Co.
Station No. 63
517 62nd Street
Oakland, CA 94609-1209
Soil Boring Locations



61st St

© 2010 Google
© USFWS
37°50'51.22" N 122°15'41.53" W elev 0 ft

Eye

ACCESS AGREEMENT

This Access Agreement (“Agreement”) is entered into as of _____, 2010, by and between Thrifty Oil Co., a California corporation (“Thrifty”), and Linda Lonay and Mohammad Hooshmand (“Owner”), with reference to the following facts:

RECITALS

- A. The Alameda County Health Care Services (ACHCS) has directed Thrifty to assess if there is any petroleum hydrocarbon contamination present at the property located at 517 62nd Street, Oakland, CA 94609 (“Property”) which is owned by the Owner and adjacent to and directly west of a parcel of real property owned by Thrifty and having the address of 6125 Telegraph Avenue, Oakland, CA 94609.
- B. In order to comply with the request of the ACHCS, Thrifty will need to enter the Property for the purposes of conducting soil and vapor assessment activities, which will include the installation and sampling of two soil borings (hereinafter “site assessment activities”);

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, parties hereto agree as follows:

1. **Permission to Enter.** The Owner hereby grants permission to Thrifty to enter the Property for purposes of conducting site assessment activities on the Property. Said site assessment activities include the installation of two soil borings on the Property. The installation of the two soil borings (SV-5 and SV-6) should be completed in less than one (1) day with no further entry required for this site assessment. The two soil borings will be installed to a total depth of approximately 10-feet below ground surface (bgs) and will be approximately 4-inches in diameter (or less), the locations of which are identified in **Exhibit “A”** attached hereto and incorporated herein. Once the soil borings have been completed, and the appropriate samples collected (vapor and groundwater), the borings will backfilled with a bentonite grout mix and sealed to match existing surface conditions.
2. Thrifty will give the Owner three days prior notice by telephone or fax of the site assessment activities, which require access onto the Property. Legal abandonment and backfilling of the soil borings on the Property will be Thrifty’s sole responsibility. Thrifty, at its sole expense, will plug the soil boring holes to ground level elevation, and will leave the Property in “broom clean” condition.
2. **Indemnification.** During the duration of the site assessment activities, Thrifty agrees to indemnify, defend and hold harmless the Owner and all of its employees and each of its successors from and against any and all claims, demands, liabilities, losses, causes of

action or expenses (including reasonable attorneys' fees) caused by or arising out of the site assessment activities of Thrifty, its employees, contractors or agents, while on the Property, except that no indemnity shall be provided for claims, demands, liabilities, losses, causes of action, or expenses to the extent caused by or arising out of acts or omissions of the Owner, its employees, agents or invitees.

3. **Duty to Cooperate.** Each of the parties hereto agrees to cooperate with the other in consummating the transaction contemplated hereunder, and agrees without further consideration to execute such further documents and take such further action as may be reasonably necessary or appropriate to effectively consummate the transactions contemplated hereunder.
4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.
5. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and, in the event of any conflict between this Agreement and any prior agreement, fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof.
6. **Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in providing this Agreement. This agreement shall only be binding after a copy of this agreement executed by the Owner has been returned to Thrifty.
7. **Governing Law.** This agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
8. **Notices.** Any correspondence conducted under this Agreement shall be in writing and sent to the following addresses of the respective parties by (i) personal delivery, (ii) U.S. Certified Mail return receipt requested, or (iii) by fax:

To Thrifty: Chris Panaitescu, Thrifty Oil Co., 13116 Imperial Highway, Santa Fe Springs, California 90670; Fax No. 562/921-7510.

To Owner; Linda Lonay and Mohammad Hooshmand, P.O. Box 21134, Oakland, CA 94620, Fax No. _____.

All notices given under this Agreement shall be deemed effective upon actual receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement effective as of the date first above written.

Thrifty Oil Co., a California corporation

By: _____

Its: _____

Linda Lonay and Mohammad Hooshain

By: _____

Its: _____

By: _____

Its: _____

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