

**RECEIVED**

2:44 pm, Apr 16, 2009

Alameda County  
Environmental Health

**enviros**®

February 24, 1995

**Mr. Robert A. Boust**  
*Unocal Corporation - CERT*  
200 Crow Canyon Place, Suite 400  
P.O. Box 5155  
San Ramon, California 94583

FILE #	7376	SS	<input checked="" type="checkbox"/>	BP	
RPT	<input checked="" type="checkbox"/>	OM		TRANSMIT	
1	2	3	4	5	6

**RE: UNOCAL SERVICE STATION NO. 7376**  
**4191 FIRST STREET**  
**PLEASANTON, CALIFORNIA**

Dear Mr. Boust:

Enviros, Inc. has prepared this letter report to document the findings of the modified Phase I Site Assessment conducted at the above referenced location. The objectives of the assessment were to evaluate historical occupants and land-use at the subject site. Historical land-use in the immediate vicinity of the subject site was also evaluated to identify potential off-site sources of petroleum contamination.

### **Executive Summary**

- The property is presently occupied by an operating Unocal Service Station.
- As early as 1907 until approximately 1969, the subject property was occupied by a warehouse facility (barn-like structure). Sanborn Maps indicate that the warehouse was used for grain storage and machinery. An underground oil tank is identified on the warehouse property.
- A service station was constructed on the property in 1976. The locations of the dispenser islands, underground storage tanks, and station building on the original construction drawings are consistent with the present site configuration.
- The service station was initially constructed as a Gas-N-Save self service gasoline station by Mr. Vernon Dickman of Salt Lake City, Utah.
- A grant deed transferring the property from Mr. Dickman to Armour Oil Company of San Diego, California was executed on June 19, 1980.
- A product release was identified by the Pleasanton Fire Department in November 1982.

- Armour Oil Company entered into a Contract Dealer Gasoline Agreement with ARCO Products Company on October 17, 1983. This agreement was extended several times to run through February 18, 1988.
- A product release from the underground piping was identified in February 1984.
- Product spills and/or surface run-off were reported in January and February 1985.
- A soil investigation was conducted in June 1987 to assess site conditions prior to the transfer of the service station from Armour Oil Company to Unocal. Petroleum hydrocarbon contamination was identified in soil near the underground storage tanks.
- The underground storage tanks were removed in December 1987. An unknown volume of contaminated was reportedly removed to a Class I disposal facility. Costs associated with the soil sampling, transport and disposal appear to have been paid through an insurance policy issued to Armour Oil Company.
- Unocal began operation of the service station in February 1988.
- Soil contamination was encountered during piping modifications at the site in October 1994.
- Balboa Associates, located in San Diego, California, was identified by Alameda County as a possible successor to Armour Oil Company.

### **Site Description**

The subject property is located on the northwest corner of the intersection of First Street and Ray Street in Pleasanton, California. The site is bordered by Ray Street to the south, First Street to the east, a retail/office building to the north and a former railroad track right-of-way to the west. The property is occupied by an operating Unocal Service Station.

Property use in the immediate site vicinity can be described as residential to the west, retail (Pleasant Plaza Shopping Center) to the south, office space to the north, and commercial/light industrial to the east.

Within the immediate vicinity of the subject property, a Shell Service Station located on the southeast corner of First Street and Ray Street was identified as a potential off-site source of petroleum hydrocarbon contamination. Based on available information (soil samples collected at the Shell site and depth to groundwater), the potential for the Shell site to have impacted Unocal is low.

### **Chain of Title**

A Chain of Title report prepared by Fidelity National Title Insurance Company established the following record of ownership for the subject property:

- George G. and Elsie M. Prytz conveyed the parcel to B.H. Hall by deed dated June 1, 1943.
- Beuford H. and Blanche A. Hall conveyed the parcel to Vernon G. Dickman by deed dated July 2, 1975.
- Vernon G. Dickman transferred the property to San Diego Armour Oil Company by deed dated June 19, 1980.
- San Diego Armour Oil Company conveyed the property to Lawyers Title Insurance Corporation by deed dated January 22, 1988.
- Lawyers Title Insurance Corporation granted the property to Unocal by deed dated January 21, 1988.

A copy of the Chain of Title report is included in Appendix A.

### **Aerial Photographs**

Aerial photographs for the site vicinity were reviewed at Pacific Aerial in Oakland, California. Aerial photographs taken in 1957, 1963, 1969, 1973, 1978, 1984, 1988, and 1992 were available for review.

In the 1978, 1984, 1988, and 1992 photographs, the structures on the subject property are consistent with the current building and canopy lay-out. In the 1973 photograph, the site is an undeveloped vacant property. In the 1957, 1963, and 1969 photographs, the site is occupied by a "barn-like" structure.

The Shell Service Station was present on the southeast corner of First Street and Ray Street in the 1969, 1973, 1978, 1984, 1988, and 1992 photographs. This site appears to have been occupied by a residential building in the 1957 and 1963 photographs.

### **City Directories**

Haines Criss-Cross Directories for the City of Pleasanton were available for the period of 1973 to 1991. The subject property was not listed in the directory for the period of 1973 to 1976. From 1977 to 1988, the directories identify Gas N Save at the subject address of 4191 First Street. From 1989 to 1991, the directories list Epoch Unocal 76 at the subject address. The Shell Service Station, located at 4226 First Street, was listed in the directories from 1973 to 1991. The directories did not list any other facilities which may store petroleum hydrocarbons in the immediate vicinity of the site.

### **Sanborn Fire Insurance Maps**

Sanborn Fire Insurance Maps were requested from the Sanborn Company to evaluate historical land-use at and near the subject property. Sanborn Maps for the years 1903, 1907, 1943, and 1953 were provided by the Sanborn Company. The subject property was not within the coverage boundaries for the 1903 map. On the 1907, 1943 and 1953 maps, the site is occupied by what appears to be a warehouse. This warehouse is identified as "Hall W. Ho. Co. No. 1 - Grain". Several other warehouses identified as "Hall W. Ho. Co." are shown in the site vicinity on the maps. The 1907 and 1943 map identify an "oil tank in ground" adjacent to the warehouse structure on the subject property.

Copies of the Sanborn Maps are included in Appendix B.

### **Public Agency Records**

Files and records pertaining to the subject property were reviewed by the following public agencies:

#### City of Pleasanton Building Department

The building department had a number of applications, supporting documents, and permits archived on microfiche. There were no records pertaining to property-use prior to development of the site as a service station.

A site plan submitted with the initial building permit application shows the same general station layout as the current configuration. Mr. Vernon Dickman was the applicant identified on the permit application (April 1975).

Atlantic Richfield (ARCO) was named as the site owner on building permit applications dated January 16, 1984 and January 10, 1985. Copies of these permit applications are included in Appendix C.

#### City of Pleasanton Fire Department

The Pleasanton Fire Department files contained information documenting several gasoline releases which occurred at the site between November 1982 and February 1985.

The fire department conducted an inspection at the Gas N Save service station on November 8, 1982. The inspector found a damaged fuel filter with approximately nine gallons of gasoline pooled beneath the dispenser. There was no estimate on the quantity of the release.

On November 23, 1982, a 100 gallons of gasoline "upwelled from underground tank farm".

On February 20, 1984, the fire department responded to a gasoline spill at the ARCO station. A fire department Inter-Office Memorandum indicated that approximately 30 gallons of gasoline was spilled from pump #12 due to a possible break in the underground piping next to the pump. (Note: A RWQCB document references a 500-1,000 gallon subsurface spill at the site on February 20, 1984.)

On January 7, 1985, an occupant of the adjacent property (4183 First Street) complained of a strong gasoline odor around a storm drain. The odor was suspected to be the result of runoff from a possible spill during maintenance work on two of the USTs on that date.

On February 8, 1985 the fire department responded to a gasoline spill at the site. Other agencies responding to the spill included the RWQCB, Fish and Game, and EPA. The spill was suspected to have been the result of overfilling the USTs.

Information copied from the fire department files to document these releases is included in Appendix D.

Reports documenting previous site investigations were contained in the fire department files.

In June 1987, Applied GeoSystems (AGS) drilled three soil borings to evaluate site conditions prior to possible sale of the property. Petroleum hydrocarbons were detected in the vicinity of the USTs. The results of this investigation are summarized in an AGS report dated July 14, 1987.

In August 1987, an additional soil boring was drilled to a depth of 66.5 feet. Petroleum hydrocarbons were detected in soil samples collected from this boring. The results of this investigation are summarized in an AGS report dated September 9, 1987.

A work plan related to replacement of the USTs and installation of 3 monitoring wells was issued by AGS on October 22, 1987. The fire department file did not contain any information pertaining to the UST replacement or well installations (see Alameda County Environmental Health section of this report).

### Alameda County Department of Environmental Health

The Alameda County Department of Environmental Health (ACDEH) files contained many of the same documents found at the Pleasanton Fire Department documenting the leak history and previous environmental investigations at the site.

ACDEH files also contained information pertaining to the UST replacement and well installations referenced in the AGS work plan dated October 22, 1987. A report was retrieved from Resna (AGS) computer archives. Resna did indicate that the report provided was retrieved from computer archives and may not represent the final report. Petroleum hydrocarbons were detected in groundwater samples collected by AGS for Armour Oil Company at concentrations up to 24,000 ppb for TPH-gasoline and 2,600 ppb for benzene. Contaminated soil, excavated during the UST removal in December 1987, was transported to a Class I facility by IT Corporation. The costs associated with the soil disposal and monitoring well installations appear to have been paid through an insurance policy held by Armour Oil Company.

ACDEH files contained correspondence between ACDEH and Unocal, ARCO, and/or Armour Oil Company regarding identification of responsibility for site environmental issues. Unocal was copied on all of these correspondences except for a letter from ARCO to ACDEH dated January 23, 1995. In the letter ARCO denies responsibility for the site. The contract between ARCO and Armour Oil Company is attached to the letter. A copy of the ARCO letter is included in Appendix E.

ACDEH personnel indicated that an Armour Oil Company was listed in the San Diego directory assistance in December 1994. ACDEH also indicated that a relationship exists between Balboa Associates of San Diego, California and Armour Oil Company.

### California Regional Water Quality Control Board

The Unocal Service Station at 4191 First Street and the Shell Service Station at 4226 First Street were the only sites within a 1/4-mile radius on the RWQCB's fuel leak list.

Documents in the RWQCB file for the subject property duplicated those found at either the Pleasanton Fire Department and/or ACDEH.

Site investigations conducted at the Shell Service Station have identified petroleum hydrocarbons in shallow soil samples. The vertical extent of contamination appears to have been delineated. There is no evidence to indicate that groundwater has been impacted by activities at the Shell site. The probability for the Shell site to have impacted the Unocal property seems low.

## Cal-EPA Facility Inventory Database

The Facility Inventory Data Base (FID) listing for the subject properties zip code area was requested from the California EPA. In addition to the Shell Service Station and Unocal Service Station, an active underground storage tank is listed for the Pacific Bell facility at 120 Ray Street. This facility is located approximately 0.1 mile southwest of the subject property.

The FID listing is included in Appendix F.

### Summary

Petroleum hydrocarbon contamination has been identified at the subject property. Several product releases were documented to have occurred between November 1982 and February 1985. During this period, the service station was owned and operated by Armour Oil Company of San Diego. Between October 1983 and February 1988, Armour Oil Company and ARCO Products Company entered into a Contract Dealer Gasoline Agreement(s).

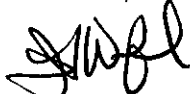
Environmental investigations were conducted beginning in June 1987 to assess site conditions prior to the possible sale of the property. Petroleum hydrocarbons were detected in soil samples collected in the vicinity of the USTs. Three groundwater monitoring wells were installed as described in a work plan dated October 22, 1987. Petroleum hydrocarbons were detected in groundwater samples collected from these wells. A document in the ACDEH files indicates that the report for monitoring well installations was never submitted to the regulatory agencies.

ACDEH personnel indicated that an Armour Oil Company was listed in the San Diego directory assistance in December 1994. ACDEH also indicated that a relationship exists between Balboa Associates of San Diego, California and Armour Oil Company.

If you have any questions or comments regarding this report, please call.

Sincerely,

Enviros, Inc.



John Werfal  
Associate Scientist

Appendix A:	Chain of Title Report
Appendix B:	Sanborn Maps
Appendix C:	Pleasanton Building Department
Appendix D:	Pleasanton Fire Department
Appendix E:	Alameda County Department of Environmental Health
Appendix F:	Cal-EPA Facility Inventory Data Base

**Appendix A**

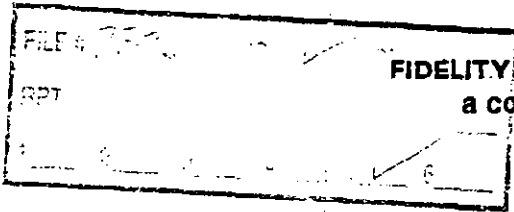
**Chain of Title Report**



NO. 768583

LIABILITY \$100.00

FEE \$100.00



FIDELITY NATIONAL TITLE INSURANCE COMPANY  
a corporation, herein called the company

GUARANTEES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any mater shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: September 15, 1994

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By  \_\_\_\_\_  
Authorized Signature

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## SCHEDULE A

CHAIN OF TITLE GUARANTEE

NO. 768583

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relating to the interest, if any, which was acquired by Union Oil Company of California dba Unocal

pursuant to a Corporation Grant Deed recorded February 8, 1988, Series No. 88-034491, Alameda County Records in any to the land described as follows:

SEE EXHIBIT "A".

Only the following matters appear in such records subsequent to July 10, 1943:  
Deed recorded July 10, 1943, Book 4416 OR, Page 123, Alameda County Records, Grant Deed recorded July 16, 1975, Reel 4035 OR, Image 106, Alameda County Records, Grant Deed recorded September 29, 1980, Series No. 80-168793, Alameda County Records and Corporation Grant Deed recorded February 8, 1988, Series No. 88-034490, Alameda County Records

This Guarantee does not cover:

1. Taxes, assessments and matters related thereto.
2. Instruments, proceedings or other matters which do not specifically describe said land.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By

  
Authorized Signature

## EXHIBIT "A"

## LEGAL DESCRIPTION

Beginning at a point on the Northwestern line of 1st Street, distant thereon North 41° 30' East 486.78 feet from the Northern line of Spring Street, as said streets are shown on the "Map of the Pleasanton Homesteads", etc., filed March 7, 1885, in Book 6 of Maps, at Page 30, in the office of the County Recorder of Alameda County, running thence along said line of 1st Street North 41° 30' East 298.12 feet, thence North 47° 37' West 91.19 feet to the Southwestern line of land described in the Deed by John W. Kottinger, et al, to the Western Pacific Railroad Company, dated May 31, 1870, recorded June 14, 1870, in Book 55 of Deeds, Page 339, Alameda County Records; thence along the last named line South 51° 52' West 160.82 feet to the Southeastern line of the 100 feet right of way of the Central Pacific Railroad; thence along the last named line South 41° 30' West 195.36 feet to a line drawn North 72° 43' West from the point of beginning; thence South 72° 43' East 131.71 feet to the point of beginning.

## EXCEPTING THEREFROM FOLLOWING PORTIONS THEREOF:

- A) Conveyed by B. H. Hall, who acquired title as a single man, to the County of Alameda, a perpetual easement and right-of-way for highway purposes across the parcel of real property hereinafter described, dated June 28, 1955 and recorded June 30, 1955 in Book 7708 at Page 23, Official Records of Alameda County, described as follows:

Commencing at the point of intersection of the Northwesterly line of First Street, as said street is shown on that certain map entitled "Map of the Pleasanton Homesteads", etc., filed March 7, 1885 in Map Book 6 at Page 30 thereof, records of Alameda County, California, with the Southwesterly boundary line of that certain parcel of land conveyed by George G. Prytz and Elsie M. Prytz, his wife to B.H. Hall, by deed dated June 1, 1943 and recorded in Book 4416 of Official Records at Page 123 thereof, records of Alameda County, California and running thence along said Northwesterly line of First Street North 41° 30' 00" East (the bearing of said Northwesterly line of First Street being taken as North 41° 30' 00" East for the purpose of making this description), 298.12 feet to an intersection thereof, with the Northeasterly boundary line of the aforesaid parcel of land conveyed by B.H. Hall thence leaving said line of First Street along said Northeasterly boundary line North 47° 37' 00" West, 38.48 feet; thence leaving said Northeasterly boundary line South 40° 41' 00" West, 30.34 feet; thence South 33° 26' 00" West, 271.06 feet to the point of commencement.

- B) Conveyed by Beuford H. Hall and Blanche A. Hall, his wife, to the City of Pleasanton, a Municipal Corporation, dated June 7, 1973 and recorded July 5, 1973 in Reel 3456 at Image 718, Official Records of Alameda County, described as follows:

All that land designated as Parcel 2 as said parcel is shown on the right of way record Map of First Street-Ray Street Intersection, dated December, 1968, filed June 13, 1972 in Book 73 of Maps, at Page 19, recorder Series No. 72-78955, in the office of the County Recorder of Alameda County and more particularly described as follows:

From a point being the most Southeasterly corner of aforesaid Parcel 2 and being a point on the Northwestern line of First Street as said street is shown on the map of the Pleasanton Homestead, filed March 7, 1885, Map Book 6, Page 30, running thence North 33° 25' 55" East a distance of 213.78 feet to a point of cusp, thence South 41° 30' 00" West a distance of 121.06 feet to a point of curvature to the right with a radius of 70.00 feet

through a central angle of  $48^{\circ} 00' 00''$  an arc length of 58.64 feet to a point of tangency thence South  $89^{\circ} 30' 00''$  West a distance of 89.94 feet to a point on the Southeastern line of the 100.00 feet right of way of the Western Pacific Railroad company recorded May 31, 1870 in Book 55 of Deeds, Page 339, thence along the last named line South  $41^{\circ} 30' 00''$  West a distance of 32.41 feet thence South  $72^{\circ} 43' 53''$  East, distance of 131.60 feet to the point of beginning.

Assessors Parcel No. 094-0110-012-04

# ASSESSOR'S MAP 94

Code Area Nos. B-C83

110  
 Page 2

10-28-94  
 10-29-94  
 10-30-94  
 10-31-94

Rancho el Valle de San Jose.  
 (Pln. Plot 3 of the Juan Pablo Bernal Parcel)  
 (Case 1-C-2)  
 Scale: 1" = 50'

109

COUNTY  
 (10)  
 Number 110 Pg. 106

COMPANY

PACIFIC  
 TRANSPORTATION  
 (Southern Pacific Railroad)

(SOUTHERN

100'

110  
Pg. 3

100'

100'

KOTTINGER AVE.  
 (Spring Street)  
 106-2



95

Vineyard Ave.

11-083  
11-029

First Street

95

97

37

60

MAP 52

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss. On this 1st day of April, in the year 1943, One thousand Nine  
Hundred and forty-three, before me, Hecce Clark, a Notary Public in and for said County of  
Alameda, duly commissioned and sworn, and residing therein, personally appeared H.H. Jones  
and W.B. Schenck, known to me to be a Asst. Vice-President and an Asst. Secretary,  
respectively, of AMERICAN SECURITIES COMPANY, the corporation that executed the within  
instrument, as Trustee, and known to me to be the persons who executed the within instrument  
on behalf of said corporation, and they acknowledged to me that such corporation executed  
the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, the  
day and year above written.

(Notarial Seal)  
(Seal illegible)  
Hecce Clark Notary Public in and for the said  
County of Alameda State of California.

Recorded at request of Oakland Title Insurance and Guaranty Company 30 min. past 11 A.M.  
JUL 13 1943  
TQ 33906 1.10 4 Folios

Copied Aug 13 1943 C.Carrington  
COMPANY  
UNION  
RECORDS  
CITY RECORDS

DEED

THIS INSTRUMENT made this first day of June, 1943, between GEORGE G. FRYTZ and  
ELSIE M. FRYTZ, his wife, of the City of Oakland, County of Alameda, State of California,  
parties of the first part, hereinafter called the Grantors, and H.H. HALL, of the Town of  
Pleasanton, County of Alameda, State of California, party of the second part, hereinafter  
called the Grantee;

WITNESSETH: That the said Grantors, for and in consideration of the sum of Ten  
Dollars (\$10.00) in lawful money of the United States of America, to them in hand paid by  
the said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold  
and conveyed, and by these presents grant, bargain, sell and convey, unto the said Grantee  
and to his heirs and assigns forever, all and that certain real property in the Town of  
Pleasanton, County of Alameda, State of California, described as follows:

BEGINNING at a point on the northwestern line of 1st Street, distant thereon  
north 41° 30' east 498.70 feet from the northern line of Spring Street, as said  
streets are shown on the "Map of the Pleasanton Homesteads" etc., filed March 7, 1915,  
in book 6 of Maps at page 30, in the office of the County Recorder of Alameda County;  
running thence along said line of 1st Street north 41° 30' east 498.18 feet; thence  
north 47° 37' west 91.19 feet to the southwestern line of land described in the  
deed by John W. Kettinger, et al, to the Western Pacific Railroad Company, dated  
May 31, 1870, recorded June 14, 1870, in book 55 of Deeds, page 339, Alameda County  
Records; thence along the last named line south 51° 52' west 160.62 feet to the  
southeastern line of the 100 feet right of way of the Central Pacific Railroad;  
thence along the last named line south 41° 30' west 195.36 feet to a line drawn  
north 72° 43' west from the point of beginning; thence south 72° 43' east 131.71  
feet to the point of beginning.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder  
and remainders, rents, issues and profits thereof. And also all the estate, right, title,  
interest, possession, claim and demand whatsoever, as well in law as in equity, of the said  
Grantors, of, in or to the above described property, and every part and parcel thereof,  
with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described property,  
together with the appurtenances, unto the said Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF the said Grantors have hereunto set their hands the day and  
year first hereinabove written.

George G. Frytz  
Elsie M. Frytz

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss. On this 1st day of June, 1943, before me, H.D. TURNER, a Notary  
Public in and for the County of Alameda, State of California, residing therein, duly  
commissioned and sworn, personally appeared GEORGE G. FRYTZ and ELSIE M. FRYTZ, his wife,  
known to me to be the persons described in and whose names are subscribed to the within  
instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.

(Notarial Seal)  
(Seal illegible)  
H.D. Turner Notary Public in and for the  
County of Alameda, State of California.

U.S.T.R. stamps \$2.20 cancelled JUL 10 1943 - C.R.A.C.

RE: 4035 IM: 106

Recorded at the request of  
NORTHWESTERN TITLE COMPANY  
OF ALAMEDA COUNTY

75- 99544

Return to  
Mr. Vernon G. W. Dickman

RECORDED at REQUEST OF  
Northwestern Title Co.  
At 10:30 A.M.  
JUL 16 1975  
OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

2712 Sussont Way

Salt Lake City, Utah

Escrow No. 80861

2500

TRANSFER  
TAX PAID  
ALAMEDA COUNTY

DOCUMENTARY TRANSFER TAX \$  
Signed - Party or Agent  
Firm Name

### Grant Deed (Joint Tenancy)

For value received B. H. HALL, also known as, BEUFORD H. HALL and  
BLANCHE A. HALL, his wife

GRANT to Vernon G. Dickman, a married man

as JOINT TENANTS all that real property situate in the City of Pleasanton  
County of Alameda, State of California, described as follows:

SEE EXHIBIT "A"

AP# 94-110-12-4

DOCUMENTARY TRANSFER TAX \$ 8250 ✓  
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
COMPUTED ON FULL VALUE LESS CERTAIN CIRCUMSTANCES  
REMAINING THEREON AT TIME OF SALE.  
*Chris Beath*  
Signature of declarant or agent to whom tax form name  
CITY OF Pleasanton [ ] Unincorporated

Witnessed By: *Chris Beath*

Dated July 2, 1975

*B. H. Hall*  
B. H. HALL, Also Known As,  
Beuford H. Hall

*Blanche A. Hall*  
Blanche A. Hall

STATE OF CALIFORNIA

COUNTY OF Alameda

75- 99544

ON July 14, 1975  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
Chris Beath  
personally known to me to be the person whose name is subscribed to the within instrument, as a Witness  
thereto, who being by me duly sworn, deposes and says:  
That he resides in Pleasanton, California  
and that he was present and saw Beuford H. Hall and Blanche A. Hall  
AKA BEUFORD H. HALL  
personally known to him to be the same persons described in and whose names subscribed  
to the within and annexed instrument; as Notary thereto, execute and deliver the  
same, and they acknowledged to said affiant that they executed the same;  
and that said affiant subscribed his name thereto as a witness.  
WITNESS my hand and official seal.

LOUISE MCCARTHY  
NOTARY PUBLIC  
Alameda County, California  
My commission expires Jun. 12, 1977

*Louise McCarthy*  
Notary Public in and for said State.

## EXHIBIT

## DESCRIPTION

All that certain real property situated in the City of Pleasanton, County of Alameda, State of California, described as follows:

Beginning at a point on the northwestern line of 1st Street, distant thereon north  $41^{\circ} 30'$  east 486.78 feet from the northern line of Spring Street, as said streets are shown on the "Map of the Pleasanton Homesteads", etc., filed March 7, 1885, in Book 6 of Maps, at page 30, in the office of the County Recorder of Alameda County; Pur following thence along said line of 1st Street north  $41^{\circ} 30'$  east 298.72 feet, thence north  $47^{\circ} 37'$  west 91.19 feet to the southwestern line of land described in the deed by John W. Kottinger, et al., to the Western Pacific Railroad Company, dated May 31, 1870, recorded June 14, 1870, in Book 55 of Deeds, page 339, Alameda County Records; thence along the last named line south  $51^{\circ} 52'$  west 160.82 feet to the southeastern line of the 100 feet right of way of the Central Pacific Railroad; thence along the last named line south  $41^{\circ} 30'$  west 195.36 feet to a line drawn north  $72^{\circ} 43'$  west from the point of beginning; thence south  $72^{\circ} 43'$  east 131.71 feet to the point of beginning.

Excepting therefrom following portions thereof:

A) conveyed by B.H. Hall, who acquired title as a single man, to The County of Alameda, a perpetual easement and right-of-way for highway purposes across the parcel of real property hereinafter described, dated June 26, 1955 and recorded June 30, 1955 in Book 7708 at Page 23, Official Records of Alameda County, described as follows:

Commencing at the point of intersection of the northwesterly line of First Street, as said street is shown on that certain Map entitled "Map of the Pleasanton Homesteads", etc., filed March 7, 1885 in



Map Book 6 at page 30 thereof, Records of Alameda County, California, with the southwesterly boundary line of that certain parcel of land conveyed by George G. Prytz and Elsie M. Prytz, his wife, to B.H. Hall, by Deed dated June 1, 1943 and recorded in Book 4476 of Official Records at page 123 thereof, Records of Alameda County, California, and running thence along said northwesterly line of First Street North 41° 30' 00" East (the bearing of said northwesterly line of First Street being taken as North 41° 30' 00" east for the purpose of making this description), 298.12 feet to an intersection thereof, with the northeasterly boundary line of the aforesaid parcel of land conveyed to B.H. Hall; thence leaving said line of First Street along said northeasterly boundary line North 47° 37' 00" West, 38.48 feet; thence leaving said northeasterly boundary line South 40° 41' 00" West, 30.34 feet; thence south 33° 26' 00" west, 271.06 feet to the point of commencement.

B) conveyed by Beuford H. Hall and Blanche A. Hall, his wife, to The City of Pleasanton, a municipal corporation, dated June 7, 1973 and recorded July 5, 1973 in Reel 3456 at Image 718, Official Records of Alameda County, described as follows:

All that land designated as Parcel 2 as said parcel is shown on the Right-of Way Record Map of First Street-Ray Street Intersection, dated December, 1968, filed June 13, 1972 in Book 73 of Maps, at page 19, Recorder series No. 72-78955, in the office of the County Recorder of Alameda County and More Particularly described as follows:

From a point being the most southeasterly corner of aforesaid parcel 2 and being a point on the northwestern line of First Street as said street is shown on the Map of the Pleasanton Homestead, filed March 7, 1885, Map Book 6, page 30, running thence north 33° 25' 55" east a distance of 213.78 feet to a point of cusp, thence south 41° 30' 00" West a distance of 121.06 feet to a point of curvature to the right with a radius of 70.00 feet through a central angle of 48° 00' 00" an arc length of 58.64 feet to a point of tangency thence South 89° 30' 00" West a distance of 89.94 feet to a point on the southeastern line of the 100.00 ft. right of way of the Western Pacific Railroad Company recorded May 31, 1870 in Book 55 of Deeds, page 339, thence along the last named line south 41° 30' 00" West a distance of 32.41 feet thence south 72° 43' 53" East a distance of 131.60 feet to the point of beginning.

Commonly Known as: 4191 First Street  
Alameda County Account No. 94-110-12-4

80-168793

RECORDING REQUESTED BY  
PROCOPIO, CORY HARGREAVES  
AND SAVITCH  
ATTORNEYS AT LAW  
NINETEENTH FLOOR - 830 B STREET  
SAN DIEGO, CALIFORNIA 92101

PROCOPIO, CORY HARGREAVES  
AND SAVITCH  
ATTORNEYS AT LAW  
NINETEENTH FLOOR - 830 B STREET  
SAN DIEGO, CALIFORNIA 92101

San Diego Armour Oil Company  
P. O. Box 81002  
San Diego, CA. 92138

RECORDED IN OFFICIAL RECORDS  
OF ALAMEDA COUNTY, CALIF.  
SEP 29 1980  
RENEE DAVIDSON County Recorder

*Handwritten note:* 1-500

TRANSFER  
TAX PAID  
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A.P.N. 94-110-12-4

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 353.10  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area of City of Pleasanton and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

VERNON G. W. DICKMAN

GRANT TO: SAN DIEGO ARMOUR OIL COMPANY

The following described real property in the City of Pleasanton  
County of Alameda, State of California

SEE EXHIBIT "A" ATTACHED.

DATE: June 19, 1980

*Handwritten signature:* Vernon G. W. Dickman

*Handwritten:* CHH  
COUNTY CLERK  
DATE: June 19, 1980  
before me, the undersigned Notary Public in and for said State, personally appeared  
VERNON G. W. DICKMAN

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same

Signature: *Handwritten signature*

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RE: 4035 IM-107

DESCRIPTION

All that certain real property situated in the City of Pleasanton, County of Alameda, State of California, described as follows:

Beginning at a point on the northwestern line of 1st Street, distant thereon north 41° 30' east 486.78 feet from the northern line of Spring Street, as said streets are shown on the "Map of the Pleasanton Homesteads" etc., filed March 7, 1935, in Book 6 of Maps, at Page 30, in the office of the County Recorder of Alameda County; thence north 47° 37' west 91.19 feet to the southwestern line of land described in the deed by John W. Kottlinger, et al., to the Western Pacific Railroad Company, dated May 31, 1870, recorded June 14, 1870, in Book 55 of Deeds, page 339, Alameda County Records; thence along the last named line south 51° 52' west 160.82 feet to the southeastern line of the 100 feet right of way of the Central Pacific Railroad; thence along the last named line south 41° 30' west 175.36 feet to a line drawn north 72° 43' west from the point of beginning; thence south 72° 43' east 131.71 feet to the point of beginning.

Excepting therefrom following portions thereof:

A) conveyed by B.H. Hall, who acquired title as a single man, to the County of Alameda, a perpetual easement and right-of-way for highway purposes across the parcel of real property hereinafter described, dated June 20, 1955 and recorded June 10, 1955 in Book 7708 at Page 23, Official Records of Alameda County, described as follows:

Commencing at the point of intersection of the northwesterly line of First Street, as said street is shown on that certain Map entitled "Map of the Pleasanton Homesteads", etc., filed March 7, 1935 in Map Book 1 at page 30 thereof, Records of Alameda County, California, with the southwesterly boundary line of that certain parcel of land conveyed by George G. Prytz and Elsie M. Prytz, his wife, to B.H. Hall, by deed dated June 1, 1943 and recorded in Book 4416 of Official Records at page 123 thereof, Records of Alameda County, California, and running thence along said northwesterly line of First Street North 41° 30' East (the bearing of said northwesterly line of First Street being taken as North 41° 30' East for the purpose of making this description), 298.12 feet to an intersection thereof, with the northeasterly boundary line of the aforesaid parcel of land conveyed to B.H. Hall; thence leaving said line of First Street along said northeasterly boundary line North 47° 17' 00" East, 38.85 feet; thence leaving said northeasterly boundary line South 47° 41' 00" West, 37.34 feet; thence south 33° 26' 00" West, 771.66 feet to the point of commencement.

B) conveyed by Berford H. Hall and Blanche A. Hall, his wife, to the City of Pleasanton, a municipal corporation, dated June 7, 1973 and recorded July 5, 1973 in Reel 3456 at image 718, Official Records of Alameda County, described as follows:

All that land designated as Parcel 2 as said parcel is shown on the Right of Way Record Map of First Street-Ray Street Intersection, dated December, 1968, filed June 13, 1977 in Book 73 of Maps, at page 19, Recorder series No. 72-78750, in the office of the County Recorder of Alameda County and more particularly described as follows:

From a point being the most southeasterly corner of aforesaid parcel and being a point on the northwestern line of First Street as said street is shown on the Map of the Pleasanton Homestead, filed March 7, 1935, Map Book 6, page 30, running thence north 33° 25' 55" east a distance of 213.73 feet to a point of curb, thence south 41° 30' 00" west a distance of 171.01 feet to a point of curvature to the right with a radius of 70.27 feet through a central angle of 43° 09' 00" where the line is of 58.64 feet to a point of tangency thence South 37° 17' 57" west a distance of 89.94 feet to a point on the southeastern line of the 100.00 ft. right of way of the Western Pacific Railroad Company recorded May 31, 1870 in Book 55 of Deeds, page 339, thence along the last named line south 41° 30' 00" west a distance of 31.41 feet thence south 72° 43' 51" East a distance of 131.00 feet to the point of beginning.

Commonly Known as: 4191 First Street  
Alameda County Account No. 94-119-12-4

RECORDER'S MEMO: Legibility for microfilming and copying  
UNSATISFACTORY in a portion of this document when received.

Documentary Transfer Tax as computed on full value of property conveyed is \$495.00

WHEN RECORDED MAIL TO:

Union Oil Co.  
911 Wilshire Blvd., #1315  
Los Angeles, Ca. 90051  
Attn: Jim Crouse

HL 132725  
HL 132726

CORPORATION GRANT DEED

RECORDED at REQUEST OF  
Continental Land Title Co.  
At 8:30 A.M.

FEB - 8 1988

OFFICIAL RECORDER OF  
ALAMEDA COUNTY CALIFORNIA  
HENE C. DAVIDSON  
COUNTY RECORDER

100

TAX PAID  
ALAMEDA COUNTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SAN DIEGO ARMOUR OIL COMPANY, INC., a California corporation, hereby grants to LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, the following described real property in the City of Pleasanton, County of Alameda, State of California, to wit:

(Refer to Exhibit A, attached hereto and made a part hereof)

together with all tenements, hereditaments and appurtenances thereto belonging.

SUBJECT TO conditions, restrictions, reservations, rights, rights of way, and encumbrances of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by the following authorized officials.

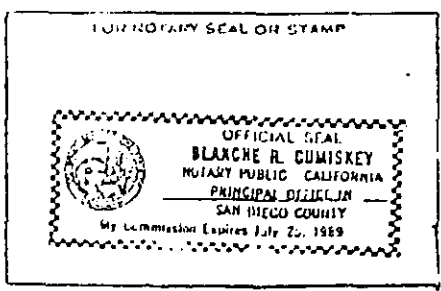
Dated January 22, 1988 SAN DIEGO ARMOUR OIL COMPANY, INC.

BY [Signature], Pres

BY [Signature], Vice Pres.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO ) SS  
On this 22nd day of January in the year 1988  
before me the undersigned Notary Public in and for said County and State,  
personally appeared D. H. ARMOUR and  
L. M. ARMOUR personally known to me the undersigned  
and on the basis of satisfactory evidence to me the persons who executed the  
within instrument are the President and Vice President of the  
behold of the corporate body named and acknowledged to me that the  
signatures were theirs.

[Signature]  
Notary Public in and for said County and State



WHEN RECORDED MAIL TO:

Documentary Transfer Tax as computed on full value of property conveyed is \$495.00

SS 7376

Union Oil Co.  
911 Wilshire Blvd., #1315  
Los Angeles, Ca., 90051  
Attn: Jim Crouse

RECORDED at REQUEST OF  
Continental Land Title Co.  
At 8:30 A.M.  
FEB - 8 1988

HL 132726  
HL 132725

CORPORATION GRANT DEED

5/2

OFFICIAL RECORDS OF  
ALAMEDA COUNTY CALIFORNIA  
RENE C. DAVIDSON  
COUNTY RECORDER

1000

TRANSFER  
TAX PAID  
ALAMEDA COUNTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, hereby grants to UNION OIL COMPANY OF CALIFORNIA, dba: UNOCAL, a California corporation, the following described real property in the City of Pleasanton, County of Alameda, State of California, to wit:

(Refer to Exhibit A, attached hereto and made a part hereof)

together with all tenements, hereditaments and appurtenances thereto belonging.

SUBJECT TO conditions, restrictions, reservations, rights, rights of way, and easements of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by the following authorized officials.

Dated JANUARY 11, 1988

LAWYERS TITLE INSURANCE CORPORATION

By [Signature]  
LA BALDECA, EXEC. VICE PRESIDENT

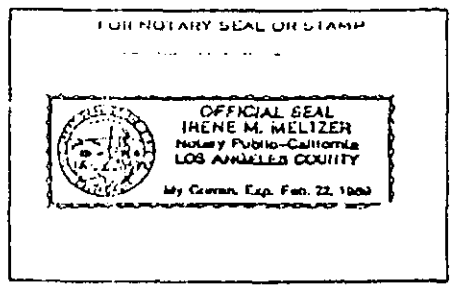
By [Signature]  
CATIE L. SHERMAN, ASST. SECRETARY

STATE OF CALIFORNIA

COUNTY OF Los Angeles | ss

On this 21st day of JANUARY in the year 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LA Baldeca and Catie L. Sherman, and personally known to me for purposes to me in the lines of said instrument to be the person(s) who executed the within instrument as Exec. Vice President and Asst. Secretary, in full of the corporate authority thereof and acknowledged to me that the corporation exists.

[Signature]  
Notary Public in and for said County and State



BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF 1ST STREET, DISTANT THEREON NORTH  $41^{\circ} 30'$  EAST 486.78 FEET FROM THE NORTHERN LINE OF SPRING STREET, AS SAID STREETS ARE SHOWN ON THE "MAP OF THE PLEASANTON HOMESTEADS" ETC., FILED MARCH 7, 1885, IN BOOK 6 OF MAPS, AT PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, RUNNING THENCE ALONG SAID LINE OF 1ST STREET NORTH  $41^{\circ} 30'$  EAST 298.12 FEET, THENCE NORTH  $47^{\circ} 37'$  WEST 91.19 FEET TO THE SOUTHWESTERN LINE OF LAND DESCRIBED IN THE DEED BY JOHN W. KOTTINGER, ET AL., TO THE WESTERN PACIFIC RAILROAD COMPANY, DATED MAY 31, 1870, RECORDED JUNE 14, 1870, IN BOOK 55 OF DEEDS, PAGE 339, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE SOUTH  $51^{\circ} 52'$  WEST 160.82 FEET TO THE SOUTHEASTERN LINE OF THE 100 FEET RIGHT OF WAY OF THE CENTRAL PACIFIC RAILROAD; THENCE ALONG THE LAST NAMED LINE SOUTH  $41^{\circ} 30'$  WEST 195.36 FEET TO A LINE DRAWN NORTH  $72^{\circ} 43'$  WEST FROM THE POINT OF BEGINNING; THENCE SOUTH  $72^{\circ} 43'$  EAST 131.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FOLLOWING PORTIONS THEREOF:

A) CONVEYED BY S.H. HALL, WHO ACQUIRED TITLE AS A SINGLE MAN, TO THE COUNTY OF ALAMEDA, A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR HIGHWAY PURPOSES ACROSS THE PARCEL OF REAL PROPERTY HEREINAFTER DESCRIBED, DATED JUNE 28, 1955 AND RECORDED JUNE 30, 1955 IN BOOK 7708 AT PAGE 23, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FIRST STREET, AS SAID STREET IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE PLEASANTON HOMESTEADS", ETC., FILED MARCH 7, 1885 IN MAP BOOK 6 AT PAGE 30 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, WITH THE SOUTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY GEORGE G. PRYTZ AND ELSIE M. PRYTZ, HIS WIFE, TO B.H. HALL, BY DEED DATED JUNE 1, 1943 AND RECORDED IN BOOK 4416 OF OFFICIAL RECORDS AT PAGE 123 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND RUNNING THENCE ALONG SAID NORTHWESTERLY LINE OF FIRST STREET NORTH  $41^{\circ} 30' 00''$  EAST (THE BEARING OF SAID NORTHWESTERLY LINE OF FIRST STREET BEING TAKEN AS NORTH  $41^{\circ} 30' 00''$  EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), 298.12 FEET TO AN INTERSECTION THEREOF, WITH THE NORTHEASTERLY BOUNDARY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED BY B.H. HALL; THENCE LEAVING SAID LINE OF FIRST STREET ALONG SAID NORTHEASTERLY BOUNDARY LINE NORTH  $47^{\circ} 37' 00''$  WEST, 38.48 FEET; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY LINE SOUTH  $40^{\circ} 41' 00''$  WEST, 30.34 FEET; THENCE SOUTH  $33^{\circ} 26' 00''$  WEST, 271.06 FEET TO THE POINT OF COMMENCEMENT.

B) CONVEYED BY BEUFORD H. HALL AND BLANCHE A. HALL, HIS WIFE, TO THE CITY OF PLEASANTON, A MUNICIPAL CORPORATION, DATED JUNE 7, 1973 AND RECORDED JULY 5, 1973 IN REEL 3456 AT IMAGE 718, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

ALL THAT LAND DESIGNATED AS PARCEL 2 AS SAID PARCEL IS SHOWN ON THE RIGHT OF WAY RECORD MAP OF FIRST STREET-RAY STREET INTERSECTION, DATED DECEMBER, 1968 FILED JUNE 13, 1972 IN BOOK 73 OF MAPS, AT PAGE 19, RECORDER SERIES NO. 72-78955, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT BEING THE MOST SOUTHEASTERLY CORNER OF AFORESAID PARCEL 2 AND BEING A POINT ON THE NORTHWESTERN LINE OF FIRST STREET AS SAID STREET IS SHOWN ON THE MAP OF THE PLEASANTON HOMESTEAD, FILED MARCH 7, 1885, MAP BOOK 6, PAGE 30, RUNNING THENCE NORTH  $33^{\circ} 25' 55''$  EAST A DISTANCE OF 213.78 FEET TO A POINT OF CUSP, THENCE SOUTH  $41^{\circ} 30' 00''$  WEST A DISTANCE OF 121.06 FEET TO A POINT OF CURVATURE TO THE RIGHT WITH A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF  $48^{\circ} 00' 00''$  AN ARC LENGTH OF 58.64 FEET TO A POINT OF TANGENCY THENCE SOUTH  $89^{\circ} 30' 00''$  WEST A DISTANCE OF 89.94 FEET TO A POINT ON THE SOUTHEASTERN LINE OF THE 100.00 FEET RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD COMPANY RECORDED MAY 31, 1870 IN BOOK 55 OF DEEDS, PAGE 339, THENCE ALONG THE LAST NAMED LINE SOUTH  $41^{\circ} 30' 00''$  WEST A DISTANCE OF 32.41 FEET THENCE SOUTH  $72^{\circ} 43' 53''$  EAST, DISTANCE OF 131.60 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF 1ST STREET, DISTANT THEREON NORTH  $41^{\circ} 30'$  EAST 486.78 FEET FROM THE NORTHERN LINE OF SPRING STREET, AS SAID STREETS ARE SHOWN ON THE "MAP OF THE PLEASANTON HOMESTEADS" ETC., FILED MARCH 7, 1885, IN BOOK 6 OF MAPS, AT PAGE 30, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, RUNNING THENCE ALONG SAID LINE OF 1ST STREET NORTH  $41^{\circ} 30'$  EAST 298.12 FEET, THENCE NORTH  $47^{\circ} 37'$  WEST 91.19 FEET TO THE SOUTHWESTERN LINE OF LAND DESCRIBED IN THE DEED BY JOHN W. KOTTINGER, ET AL., TO THE WESTERN PACIFIC RAILROAD COMPANY, DATED MAY 31, 1870, RECORDED JUNE 14, 1870, IN BOOK 55 OF DEEDS, PAGE 339, ALAMEDA COUNTY RECORDS; THENCE ALONG THE LAST NAMED LINE SOUTH  $51^{\circ} 52'$  WEST 160.82 FEET TO THE SOUTHEASTERN LINE OF THE 100 FEET RIGHT OF WAY OF THE CENTRAL PACIFIC RAILROAD; THENCE ALONG THE LAST NAMED LINE SOUTH  $41^{\circ} 30'$  WEST 195.36 FEET TO A LINE DRAWN NORTH  $72^{\circ} 43'$  WEST FROM THE POINT OF BEGINNING; THENCE SOUTH  $72^{\circ} 43'$  EAST 131.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FOLLOWING PORTIONS THEREOF:

A) CONVEYED BY B.H. HALL, WHO ACQUIRED TITLE AS A SINGLE MAN, TO THE COUNTY OF ALAMEDA, A PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR HIGHWAY PURPOSES ACROSS THE PARCEL OF REAL PROPERTY HEREINAFTER DESCRIBED, DATED JUNE 28, 1955 AND RECORDED JUNE 30, 1955 IN BOOK 7708 AT PAGE 23, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FIRST STREET, AS SAID STREET IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE PLEASANTON HOMESTEADS", ETC., FILED MARCH 7, 1885 IN MAP BOOK 6 AT PAGE 30 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, WITH THE SOUTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY GEORGE G. PRYZZ AND ELSIE M. PRYZZ, HIS WIFE, TO B.H. HALL, BY DEED DATED JUNE 1, 1943 AND RECORDED IN BOOK 4416 OF OFFICIAL RECORDS AT PAGE 123 THEREOF, RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND RUNNING THENCE ALONG SAID NORTHWESTERLY LINE OF FIRST STREET NORTH  $41^{\circ} 30' 00''$  EAST (THE BEARING OF SAID NORTHWESTERLY LINE OF FIRST STREET BEING TAKEN AS NORTH  $41^{\circ} 30' 00''$  EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), 298.12 FEET TO AN INTERSECTION THEREOF, WITH THE NORTHEASTERLY BOUNDARY LINE OF THE AFORESAID PARCEL OF LAND CONVEYED BY B.H. HALL; THENCE LEAVING SAID LINE OF FIRST STREET ALONG SAID NORTHEASTERLY BOUNDARY LINE NORTH  $47^{\circ} 37' 00''$  WEST, 38.48 FEET; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY LINE SOUTH  $40^{\circ} 41' 00''$  WEST, 30.34 FEET; THENCE SOUTH  $33^{\circ} 26' 00''$  WEST, 271.06 FEET TO THE POINT OF COMMENCEMENT.

B) CONVEYED BY SEUFORD H. HALL AND BLANCHE A. HALL, HIS WIFE, TO THE CITY OF PLEASANTON, A MUNICIPAL CORPORATION, DATED JUNE 7, 1973 AND RECORDED JULY 5, 1973 IN REEL 3456 AT IMAGE 718, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

ALL THAT LAND DESIGNATED AS PARCEL 2 AS SAID PARCEL IS SHOWN ON THE RIGHT OF WAY RECORD MAP OF FIRST STREET-RAY STREET INTERSECTION, DATED DECEMBER, 1968 FILED JUNE 13, 1972 IN BOOK 73 OF MAPS, AT PAGE 19, RECORDER SERIES NO. 72-78955, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT BEING THE MOST SOUTHEASTERLY CORNER OF AFORESAID PARCEL 2 AND BEING A POINT ON THE NORTHWESTERN LINE OF FIRST STREET AS SAID STREET IS SHOWN ON THE MAP OF THE PLEASANTON HOMESTEAD, FILED MARCH 7, 1885, MAP BOOK 6, PAGE 30, RUNNING THENCE NORTH  $33^{\circ} 25' 55''$  EAST A DISTANCE OF 213.78 FEET TO A POINT OF CUSP, THENCE SOUTH  $41^{\circ} 30' 00''$  WEST A DISTANCE OF 121.06 FEET TO A POINT OF CURVATURE TO THE RIGHT WITH A RADIUS OF 70.00 FEET THROUGH A CENTRAL ANGLE OF  $48^{\circ} 00' 00''$  AN ARC LENGTH OF 58.64 FEET TO A POINT OF TANGENCY THENCE SOUTH  $89^{\circ} 30' 00''$  WEST A DISTANCE OF 89.94 FEET TO A POINT ON THE SOUTHEASTERN LINE OF THE 100.00 FEET RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD COMPANY RECORDED MAY 31, 1870 IN BOOK 55 OF DEEDS, PAGE 339, THENCE ALONG THE LAST NAMED LINE SOUTH  $41^{\circ} 30' 00''$  WEST A DISTANCE OF 32.41 FEET THENCE SOUTH  $72^{\circ} 43' 53''$  EAST, DISTANCE OF 131.60 FEET TO THE POINT OF BEGINNING.

# **Appendix B**

## **Sanborn Maps**



1907

HALL W. H. PLANK FLOOR

50

51

1st

VINEYARD

SPR

HALL W. HO. CO. NP. 5  
PLANK FLOOR ON GROUND  
HBY

HALL W. HO. CO. NP. 2.  
PLANK FLOOR ON GROUND  
HBY

HALL W. HO. CO. NP. 1.  
GRAIN  
CEMENT FLOOR  
THIS END HIDEAWAY FLOOR ON GROUND CLOSED BYER CLEANING MACHIN.

LUMBER SHED  
LUMBER SHED  
DRIVE  
LUMBER SHED ON 2' PLATFORM  
LUMBER SHED

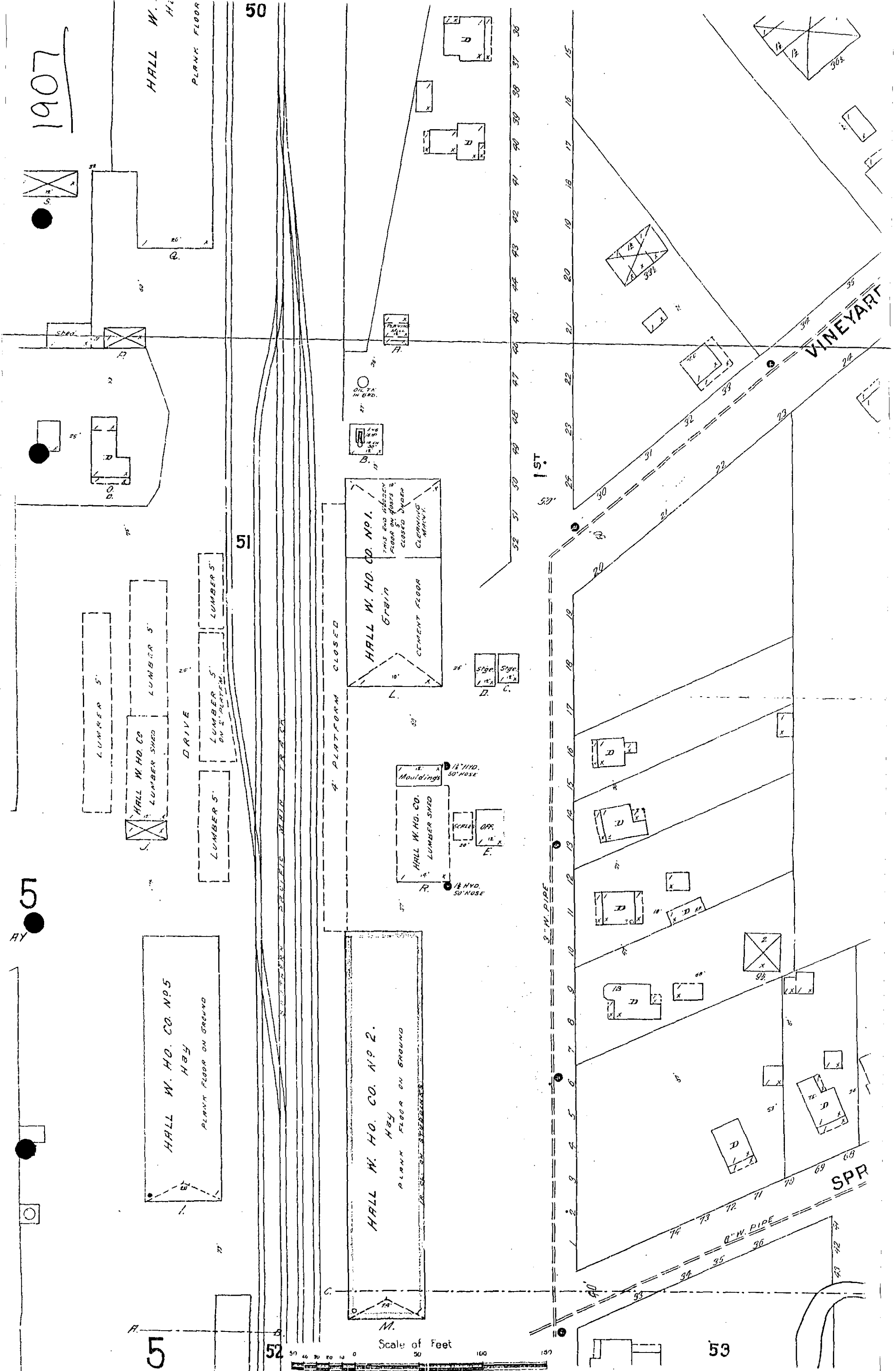
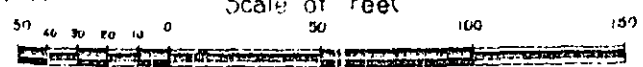
HALL W. HO. CO. LUMBER SHED  
Mouldings  
SCALE OFF  
HBY

Scale of Feet

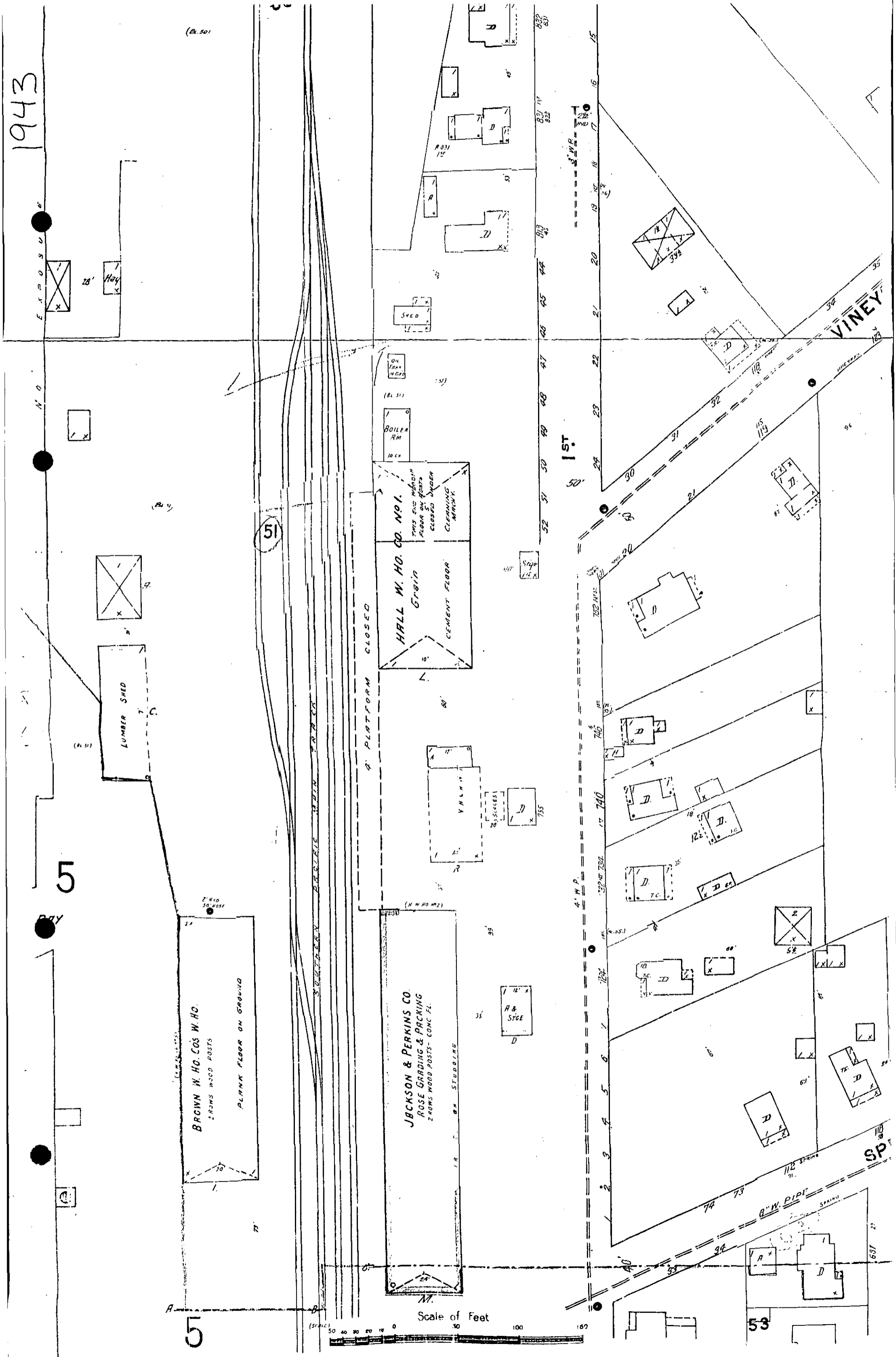
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52

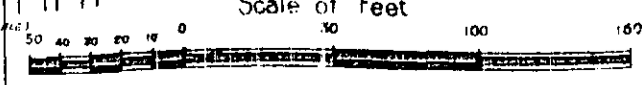
53



1943



Scale of Feet



5

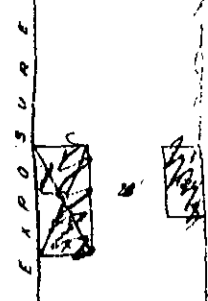
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51

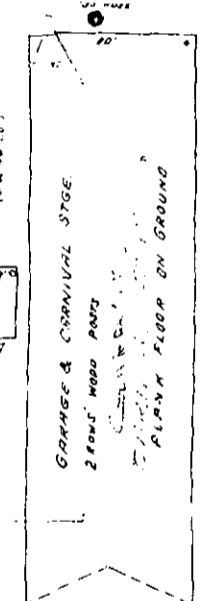
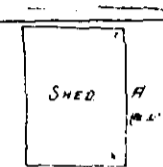
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SP

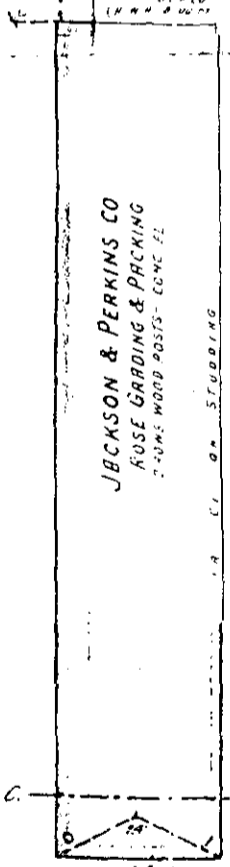
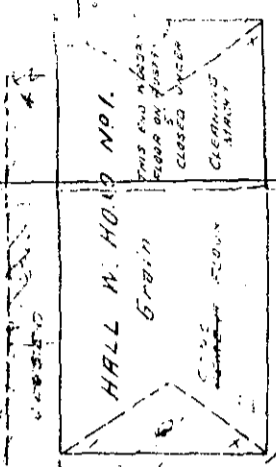
P153



5 RAY

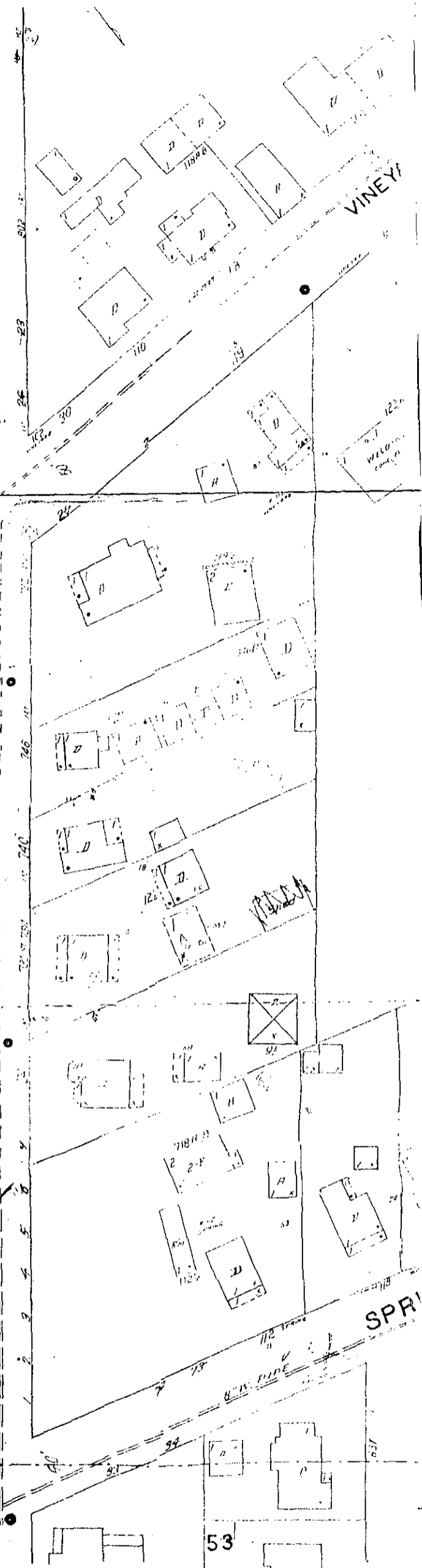


51

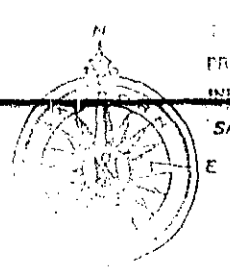


Scale of Feet

1ST



53



## **Appendix C**

**Pleasanton Building Department**

APPLICATION AND PERMIT

ASSESSOR PARCEL NUMBER		ZONING	BUILDING PERMIT		
OWNER ATLANTIC RICHFIELD		TELEPHONE 340-6660	SO FT	OCC	BUILDING VALUATION
OWNER'S MAILING ADDRESS P.O. BOX 5811 SAN MATEO 94407					
CONTRACTOR'S NAME MCKINLEY SERVICE ENTERPRISES		TELEPHONE 655-8905			
CONTRACTOR'S MAILING ADDRESS 5500 SHELLHOUND, EMERYVILLE CA 94605					
CONSTRUCTION LENDER		UNKNOWN			
LENDER'S MAILING ADDRESS			Total Valuation \$ 1500.00		
ARCHITECT OR ENGINEER		LICENSE NO	Permit Fee \$ 26.00		
ARCHITECT OR ENGINEER'S MAILING ADDRESS			Plan Checking Fee \$ 16.00		
BUILDING ADDRESS CORRAL ST / RAY ST			Penalty \$		
LOT NO		SUBDIVISION NAME	Permit Fee \$		
TRACT			PLUMBING PERMIT Filing Fee		
USE OF STRUCTURE SF <input type="checkbox"/> Duplex <input type="checkbox"/> Other GAS STATION SIGN SPECIFY			Each Trap		
TYPE OF WORK New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other			Repair drainage or vent piping		
Describe work			Water piping		
CONTRACTORS' LICENSE LAW I declare under penalty of perjury (check one)			Each water heater or vent		
<input checked="" type="checkbox"/> I am licensed under provisions of Chapt 9, Div 3 of the Business and Professions Code and my license is in full force and effect License No 271533 Classification C-45			Gas piping system 1-5 outlets		
<input type="checkbox"/> I, as the owner, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec 7044)			Building sewer		
<input type="checkbox"/> I, as the owner, am exclusively contracting with licensed contractors (Sec 7044)			Lawn sprinkler system		
<input type="checkbox"/> I am exempt under Sec _____ Business and Professions Code for this reason			Permit Fee \$		
WORKMEN'S COMPENSATION INSURANCE I declare under penalty of perjury (check one)			Contractor		
<input type="checkbox"/> The permit is for \$100.00 (valuation) or less			ELECTRICAL PERMIT Filing Fee 3.00		
<input checked="" type="checkbox"/> I have placed on file with the City of Pleasanton Building Division a Certificate of Workmen's Compensation Insurance or a Certificate of Consent to Self-Insure			Main service 300V OR LESS 100 AMP OR LESS		
<input type="checkbox"/> I shall not employ any person in any manner so as to become subject to the W C laws of California			Main service EA ADD L 100 AMP		
Notice to Applicant: If after making this statement, should you become subject to W C provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked			NEW CONST (DWELLING OCCUP B) OR ADDN (ACC. BLDG)		
I certify that I have read this application and state that the above information is correct. I agree to comply to all City Ordinances and State Laws relating to building construction, and hereby authorize representatives of the City of Pleasanton to enter upon the above-mentioned property for inspection purposes.			NEW CONST (MULTI-OUTLET BRANCH CIRCUITS) NON RESID		
I also agree to save, indemnify and keep harmless the City of Pleasanton against all liabilities, judgments, costs, and expenses which may in any way accrue against said City in consequence of the granting of this permit.			NEW CONST (POWER APPARATUS B) NON RESID (SINGLE OUTLET CIR)		
Signature of Applicant <u>[Signature]</u> Date <u>1/16/84</u>			Ex Occup (OUTLETS OR FIXTURES)		
An OSHA permit is required for excavations over 5.0 deep and demolition or construction of structures over 3 stories in height			Ex Occup (FIXED APPLS OR OUTLETS (RESID. EA))		
Receipt No. 66 47.50			Temporary service		
			Misc Wiring 2.50		
			Permit Fee \$ 5.50		
			Contractor		
			MECHANICAL PERMIT Filing Fee		
			Heating		
			Cooling		
			Hood		
			Ventilation		
			Permit Fee \$		
			Contractor		
			TOTAL PERMIT FEE \$ 47.50		
			OCCUP GROUP B-2 TYPE OF CONST PD		
			This permit is hereby issued under the applicable provisions of the City of Pleasanton Code and/or resolutions to do work indicated above for which fees have been paid.		
			CHIEF BUILDING INSPECTOR		
			By G Smith Date 1-16-84		
			PERMIT EXPIRES		
			Per Chapter 3 U.B.C.F or 180 days		

**APPLICATION AND PERMIT**

ASSESSOR PARCEL NUMBER <u>42</u>		ZONING	BUILDING PERMIT		
OWNER <u>Arco Oil</u>		TELEPHONE	SQ. FT.	OCC.	BUILDING VALUATION
OWNERS MAILING ADDRESS <u>2000 Alameda de las Pulgas</u>					
CONTRACTORS NAME <u>R. Kinley Service Enterprises</u>		TELEPHONE <u>655-8905</u>			
CONTRACTORS MAILING ADDRESS <u>5500 Shellmound St. Emeryville</u>					
CONSTRUCTION LENDER		UNKNOWN			
LENDERS MAILING ADDRESS			Total Valuation	\$	<u>800.00</u>
ARCHITECT OR ENGINEER			Permit Fee	\$	<u>15.00</u>
ARCHITECT OR ENGINEERS MAILING ADDRESS			Plan Checking Fee	\$	<u>9.00</u>
BUILDING ADDRESS <u>4191 First Street</u>			Penalty	\$	
LOT NO.	SUBDIVISION NAME	TRACT	Permit Fee	\$	<u>24.00</u>
USE OF STRUCTURE SF <input type="checkbox"/> Duplex <input type="checkbox"/> Other: <u>Gas Station</u> Specify			<b>PLUMBING PERMIT</b> Filing Fee		
TYPE OF WORK New <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input type="checkbox"/> Other: <u>Sign</u> Describe Work: <u>remove existing price signs and install new price pads</u>			Each Trap		
CONTRACTORS LICENSE LAW I declare under penalty of perjury (check one): <input checked="" type="checkbox"/> I am licensed under provisions of Chapt. 9, Div. 3 of the Business and Professions Code and my license is in full force and effect. License No.: <u>271533</u> Classification: <u>C-45</u> <input type="checkbox"/> I, as the owner, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale. (Sec. 7044). <input type="checkbox"/> I, as the owner, am exclusively contracting with licensed contractors. (Sec. 7044). <input type="checkbox"/> I am exempt under Sec. _____, Business and Professions Code for this reason: _____			Repair drainage or vent piping		
WORKMEN'S COMPENSATION INSURANCE I declare under penalty of perjury (check one): <input type="checkbox"/> The permit is for \$100.00 (valuation) or less. <input checked="" type="checkbox"/> I have placed on file with the City of Pleasanton Building Division a Certificate of Workmen's Compensation Insurance or a Certificate of Consent to Self-Insure. <input type="checkbox"/> I shall not employ any person in any manner so as to become subject to the W.C. laws of California. Notice to Applicant: If after making this statement, should you become subject to W.C. provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.			Water piping		
I certify that I have read this application and state that the above information is correct. I agree to comply to all City Ordinances and State Laws relating to building construction, and hereby authorize representatives of the City of Pleasanton to enter upon the above-mentioned property for inspection purposes. I also agree to save, indemnify and keep harmless the City of Pleasanton against all liabilities, judgments, costs, and expenses which may in any way accrue against said City in consequence of the granting of this permit. X <u>[Signature]</u> Date: <u>1-10-85</u> Signature of Applicant — Owner <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> An OSHA permit is required for excavations over 50 deep and demolition or construction of structures over 3 stories in height. Receipt No.: <u>52/24.00</u>			Each water heater or vent		
			Gas piping system 1-5 outlets		
			Building sewer		
			Lawn sprinkler system		
			Permit Fee	\$	
			Contractor		
			<b>ELECTRICAL PERMIT</b> Filing Fee		
			Main service 800v or less 100 AMP or less		
			Main service Ea add L 100 AMP		
			New Const. or Adds. (Dwelling Occup. & ACC Bldgs.)		
			New Const. Non Resid. (Multi Outlet Branch Circuits)		
			New Const. Non Resid. (Power Apparatus & Single Outlet Cir.)		
			Ex. occup. (Outlets or Fixtures)		
			Ex. occup. (Fixed Appths or Outlets Resid. Ea.)		
			Temporary service		
			Misc. wiring		
			Permit Fee	\$	
			Contractor		
			<b>MECHANICAL PERMIT</b> Filing Fee		
			Heating		
			Cooling		
			Hood		
			Ventilation		
			Permit Fee	\$	
			Contractor		
				\$	
				\$	
			<b>TOTAL PERMIT FEE</b>	\$	
			Occup. Group	Type of Const	<u>PD</u> <u>10</u> <u>11225</u>
			This permit is hereby issued under the applicable provisions of the City of Pleasanton Code and/or resolutions to do work indicated above for which fees have been paid.		
			CHIEF BUILDING INSPECTOR		
			By: <u>M. Freeman</u> Date: <u>1-10-85</u>		
			PERMIT EXPIRES: _____		
			Per Chapter 3 U.B.C.F. For 180 days.		

APPLICATION TO THE PLANNING COMMISSION

CITY OF PLEASANTON

ZONING CERTIFICATE

Charges as follows:

Check Approval or Approvals Applied

a. Zoning Permit	\$15.00	( )
b. Design Review	\$25.00	( )
c. Landscape Approval	\$10.00	( )
d. Environmental Assessment	\$15.00	( )

Name of Applicant DeWan Dickman

Business Phone 801 278  
Home Phone 278

Home Address 2712 SWEET WAY Salt Lake City, UTAH 84111

Address of Property for which Permit is Requested: VACANT LOT  
CORNER FIRST + 12th St.

Record Owner B.H. HALL

Zoning District CS

Proposed Use of Property - Additional information may be attached

to this application form. Self Service Gas Station

Attached hereto and made a part hereof is the following information:

- Site Plan and Architectural Approval - 1. Thirteen copies of maps and architectural drawings or sketches as specified in Article 19, Section 2-10.07 of the Ordinance Code of the City of Pleasanton (Sec. 18.103.1 of Zoning Ordinance No. 520).
- Landscape Approval - 1. Thirteen copies of detailed maps and drawings as specified in Article 19, Section 2-10.07 of the Ordinance Code of the City of Pleasanton (Sec. 18.103.1 of Zoning Ordinance No. 520).

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Date 4-14-75

Applicant [Signature]

(Signature)

(Do not write in this space)

June 18, 1975  
V-75-6  
Z-75-56  
UP-75-10

Mr. Vernon Dickman  
2712 Sussout Way  
Salt Lake City, Utah

Dear Mr. Dickman:

This letter is to advise you that your applications for a variance for reduced number of parking spaces, design review approval and conditional use permit for a self-service gas station to be located on the northwest corner of First and Roy Streets, Pleasanton, was reviewed by the Boards of Adjustment, Design Review and Planning Commission, respectively, on June 11, 1975. At that time, all three boards voted to approve your applications, subject to the conditions shown in the attached Resolution Nos. B-75-5, B-75-24 and 1346.

Stamped, approved copies of your application forms and maps are attached for your records.

Please contact this office if you have any questions concerning any of the conditions of approval which were attached to your applications.

Very truly yours,

ROBERT J. HARRIS  
Director of Planning

RJH/ym  
Attachments



**Appendix D**

**Pleasanton Fire Department**

# PLEASANTON FIRE DEPARTMENT

## Company Inspection Record

Occupancy Address 4191 FIRST ST. Suite

Month Day Year  
1/10/82

### BUILDING DETAILS

Building Owners Name <u>Aermax Oil Co.</u>	Owners Business Address Same <input type="checkbox"/> <u>P.O. 81002 SAN DIEGO 92138</u>	Telephone Number <u>619 129 1100</u>
Responsible Name <u>LAVIE CARDOZA</u>	Responsible Address <u>2117 135th - S.L. 9457</u>	Telephone Number <u>351 8530</u>
Doing Business As <u>GAS N SAVE</u>	Telephone Number <u>462 365</u>	Class <u>B.1</u>
		Inspection Number <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

### DEPARTMENT

Inspectors Name <u>HALVORSEN / HAENDEL</u>	Time <u>11:00</u>	Responsible Signature <u>Lavie Cardoza</u>
---	----------------------	---

<b>A LIFE HAZARDS</b>				<b>C COMMON HAZARDS</b>							
Exit and Aisles	<u>1</u>	<input type="checkbox"/>	Occupant Loads	<u>2</u>	<input type="checkbox"/>	Housekeeping	<u>1</u>	<input checked="" type="checkbox"/>	Heating - AC Equip.	<u>2</u>	<input checked="" type="checkbox"/>
Decorations	<u>3</u>	<input type="checkbox"/>	Emergency Lighting	<u>4</u>	<input type="checkbox"/>	Smoking	<u>3</u>	<input type="checkbox"/>	Motors	<u>4</u>	<input checked="" type="checkbox"/>
						Electrical	<u>5</u>	<input type="checkbox"/>			
<b>B FIRE PROTECTION</b>				<b>D SPECIAL HAZARDS</b>							
Automatic Sprinklers	<u>1</u>	<input type="checkbox"/>	Standpipes	<u>2</u>	<input type="checkbox"/>	Vertical Openings	<u>1</u>	<input type="checkbox"/>	Grease Ducts	<u>2</u>	<input type="checkbox"/>
Fire Assemblies	<u>3</u>	<input type="checkbox"/>	First Aid Appliances	<u>4</u>	<input type="checkbox"/>	Flammable Liquids	<u>3</u>	<input checked="" type="checkbox"/>	Other	<u>4</u>	<input type="checkbox"/>
Fire Alarms	<u>5</u>	<input type="checkbox"/>	Hydrants	<u>6</u>	<input type="checkbox"/>	Other	<u>5</u>	<input type="checkbox"/>			

### CORRECTION DETAILS

Item	Remarks	Call Back Date	Completed
D.3	PUMP HOLD OPEN AT NOZZLES MUST BE REMOVED AT PUMPS B-1, B-4, B-6, B-7, B-5, B-9, B-11, A-2, A-5, A-11, A-12	1/11/9	WORK
D.3	IMPACT VALVE AT B-6 WIRED OPEN, REPLACE TRIP MECHANISM; ALSO A-9. DO NOT USE UNTIL REPAIRED	1/11/9	WORK
D.3	PUMP #12 FUEL FILTER DAMAGED REPLACE TODAY	1/10/8	WORK
D.3	REMOVE GASOLINE ACCUMULATED UNDER PUMP ISLAND	1/10/8	WORK
C.2	HEATING DEVICE IN CASHIER ROOM MUST BE INSTALLED NOT LESS THAN 2 FEET ABOVE FLOOR	1/11/9	WORK
C.1	"NO SMOKING - STOP MOTOR" SIGNS NEED TO BE POSTED AND CLEARLY VISIBLE FROM DISPENSING AREA. (DOKE AT <del>THE</del> <sup>ALL</sup> OF FOUR ISLANDS)	1/11/9	WORK
	ATTACHED, HOWEVER, ON MASONRY - REQUIRE SMOOTH SURFACE - THEY'RE PEELING OFF.	1/12/4	

PLEASANTON FIRE DEPARTMENT  
INTER-OFFICE MEMORANDUM

TO: CAPT. LAURENCE  
FROM: LT. HALVORSEN  
SUBJECT: GAS N' SAVE

DATE: 11/8/82

DURING AN INSPECTION ON THIS DATE, WE FOUND A DAMAGED FUEL FILTER LEADING FROM FUEL SUPPLY TO THE PUMP. THERE WAS APPROXIMATELY 9 GALLONS OF GASOLINE IN THE BASE SAND AREA DIRECTLY BELOW THE PUMP ISLAND. BOB BELL, SACRAMENTO REPRESENTATIVE FOR ARMOUR OIL CO. WAS NOTIFIED OF THIS HAZARDOUS CONDITION. HE AUTHORIZED CENTRAL PETROLEUM MAINTENANCE CO. TO REPAIR/REPLACE THE PART(S) REQUIRED FOR CORRECTION. AT THE SAME TIME WE FOUND WHAT APPEARED TO BE .030" STEEL WIRE USED IN TWO (2) PLACES WHERE THE FUSIBLE LINKS SHOULD HOLD THE IMPACT VALVE LEVERS OPEN. WE REMOVED THE WIRES AND PLACED THE TWO PUMPS OUT OF SERVICE UNTIL THE LINKS CAN BE REPLACED.

THERE WERE NO SIGNS REQUESTING MOTORS BE SHUTOFF AND SMOKING PROHIBITED. IT APPEARS THEIR MAINTENANCE PROGRAM IS RUN BY CRISIS. THE CPM CO. REP. ROY GIBSON SAID THE FILTER THAT FAILED APPEARED TO BE ORIGINAL EQUIPMENT. HE RECOMMENDED TO LAMIE CARDORA, STATION MANAGER, ALL OF THE FILTERS THAT WERE AS OLD AS THE ONE THAT FAILED, BE REPLACED. CALLBACK INSPECTION FOR OTHER DISCREPANCIES WILL BE 11/19/82.

ALL OF THE IMMEDIATE HAZARDS WERE CORRECTED. TIME SPENT: 2.5

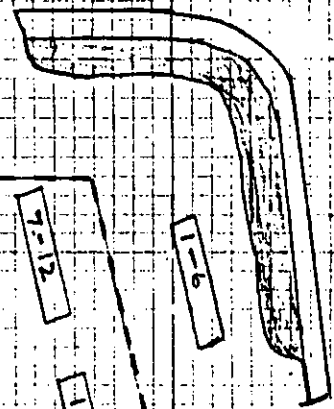
GAS-N-SAVE  
4191 FIRST ST.

300 FT.  
76

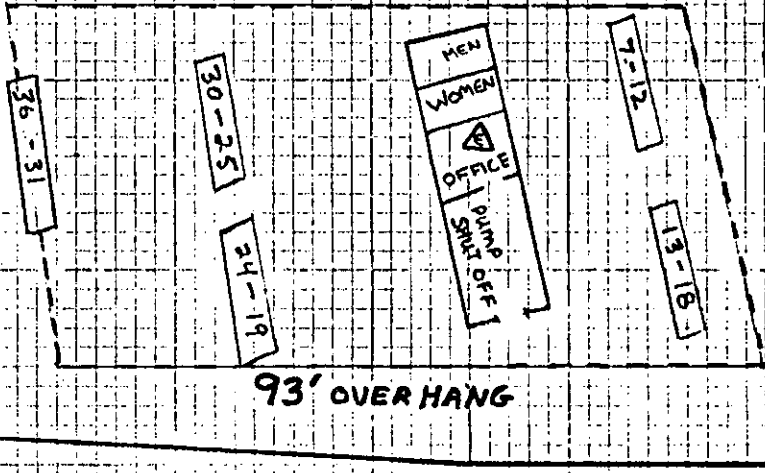
76  
300 FT.

76  
50 FT.

FIRST ST



UNDER-GROUND  
STORAGE  
TANKS



AIR COMPRESSOR

TANK VENTS  
0000

93' OVER HANG

RAY ST

76



SPRR

ONE INCH = 20 FEET

CHAMPION LINE NO. 810  
CROSS SECTION - 10 SQUARES TO INCH

Date 11-23-82

Location of Equipment

Name AT&T SAJC  
Street 1167 ST  
City Dallas State Texas Zip 75201

Owner of Equipment

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Description of Problem:

ARRIVE LOCATION STUCK tank for level - (62" 11-22 AM)  
6 1/2" PIPERAM 11-23-82 (EQUIPMENT APPEARS TO BE WORKING  
PROPERLY AT THIS TIME. CANNOT SEE ANY APPARENT  
EQUIPMENT MALFUNCTION TO HAVE CAUSED PRODUCT FALL.

Corrective Action:

*W. J. [Signature]*

(Check Below)

Job Final,  Parts Ordered,  Parts to be Ordered,  Warranty,  Other

Quan	Part #	Description	Price Unit	Amount

TERMS: NET 30 DAYS  
Work Ordered By \_\_\_\_\_  
Purchased Order No. \_\_\_\_\_  
PWP Job No. \_\_\_\_\_  
Dates Work Performed \_\_\_\_\_  
Mechanic's Notes: \_\_\_\_\_


TOTAL MATERIALS \$

NAME	TIME		HOURS			RATE PER/HR.	TOTAL
	Arrival	Departure	Labor	Travel	Total		
<u>Bill [Signature]</u>	<u>8:45</u>	<u>9:45</u>	<u>1</u>				

TOTAL LABOR COST \$

Mileage Miles @ \_\_\_\_\_ ¢ Per Mile = TOTAL MILEAGE \$

From \_\_\_\_\_ TAX (Materials) \$  
To \_\_\_\_\_ TOTAL INVOICE \$

DESCRIBE - (MAKE/MODEL/CAPACITY/SER. NO.)

This is to certify that the work described above is satisfactorily completed in the amount(s) also indicated above.  
*[Signature]*  
SIGNATURE

Equipment Transfer

Labor Time Record

Entries contained in this report are intended for the sole use of the State Fire Marshal. Estimations and evaluations made herein represent "most likely" and "most probable" cause and effect. Any representation as to the validity or accuracy of reported conditions outside the State Fire Marshal's office, is neither intended nor implied.

STATE OF CALIFORNIA  
OFFICE OF THE STATE FIRE MARSHAL

FIRE INCIDENT REPORT

Pleasanton F.D.

(916)372-0391

INCIDENT NO. 40195

DEL  CORR

1 OCCUPANT NAME <u>ARCO</u>	RELATIONSHIP	ALARM SOURCE	TEL. BOX <input checked="" type="checkbox"/>	P/FAS <input type="checkbox"/>	RADIO <input type="checkbox"/>
2 ADDRESS <u>4191 FIRST ST</u>	ROOM / APT. NO.	CITY <u>PLEASANTON CA</u>	ZIP <u>94566</u>	TELEPHONE NO. (CALL BACK) <u>462-1365</u>	
3 OWNER NAME <u>ARMOR OIL</u>	ADDRESS <u>BOX 81002 San Diego</u>	CITY <u>92138</u>	ZIP	CENSUS/PARCEL NO. <u>4507</u>	
4 MANAGER <u>Miss J. RICKENBACH</u>	ADDRESS <u>Box 26243 Sacramento</u>	CITY <u>95824</u>	ZIP	TELEPHONE NO. <u>846-8275</u>	

A. INFORMATION (PAGE 1)

FIRE DEPT. ID <u>01095</u>	INCIDENT NO. <u>40195</u>	EXPOSURE NO.	TIME <u>1733</u>	MONTH <u>10</u>	DAY <u>21</u>	YEAR <u>2018</u>	DAY CODE <u>412</u>	COUNTY OF FIRE	DIST/CITY <u>01</u>	OUT OF JURISDICTION CHECK IF YES <input type="checkbox"/>
-------------------------------	------------------------------	--------------	---------------------	--------------------	------------------	---------------------	------------------------	----------------	------------------------	--

B. PROPERTY CLASSIFICATION (PAGE 1)

1 CODE <u>51</u>	TYPE OF INCIDENT <u>GASOLINE LEAK</u>	CONSTR. DATE MRE 72 POST 71
2 CODE	PROPERTY CLASSIFICATION (COMPLEX)	
3 CODE	PROPERTY CLASSIFICATION (INDIVIDUAL)	

C. PROPERTY TYPE (PAGE 1)

PROPERTY MANAGEMENT								
PVT <input checked="" type="checkbox"/>	FCO <input type="checkbox"/>	STATE <input type="checkbox"/>	COUNTY <input type="checkbox"/>	CITY <input type="checkbox"/>	DISTRICT <input type="checkbox"/>	FOREIGN <input type="checkbox"/>	OTHER <input type="checkbox"/>	
CODE STRUCTURE, BUILDING OR VEHICLE - PROPERTY TYPE								BUILDING NO. STORES
STRUCTURE, BUILDING - CONSTRUCTION TYPE								
EST. WALL <input type="checkbox"/>	COMB <input type="checkbox"/>	INT. WALL <input type="checkbox"/>	COMB <input type="checkbox"/>	FLOOR - ROOF <input type="checkbox"/>	COMB <input type="checkbox"/>	FIRE RATED <input type="checkbox"/>	YES <input type="checkbox"/>	

D. EXTENT OF DAMAGE (PAGE 1)

1 CODE	EXTENT OF DAMAGE - FIRE
2 CODE	EXTENT OF DAMAGE - SMOKE
3 CODE	EXTENT OF DAMAGE - WATER
4	ESTIMATED LOSS - PROPERTY
	ESTIMATED LOSS - CONTENTS

E. LOCATION & CAUSE (PAGE 1)

1 CODE	LEVEL OF ORIGIN
2 CODE	SOURCE OF HEAT CAUSING IGNITION
3 CODE	FORM OF HEAT CAUSING IGNITION
4 CODE	ACT OR OMISSION CAUSING IGNITION

F. AREA, MATERIALS & SMOKE SPREAD (PAGE 1)

1 CODE	AREA OF ORIGIN
2 CODE	TYPE OF MATERIAL FIRST IGNITED
3 CODE	FORM OF MATERIAL FIRST IGNITED
4 CODE	MAIN AVENUES SMOKE SPREAD

G. SPREAD OF FIRE (PAGE 1)

1 CODE	MAIN AVENUES FIRE SPREAD
2 CODE	TYPE MATERIAL CAUSING SPREAD
3 CODE	FORM MATERIAL CAUSING SPREAD
4 CODE	ACT OR OMISSION CAUSING SPREAD

H. PROTECTION FACILITIES (PAGE 1)

1 CODE	SPRINKLERS - TYPE
2 CODE	SPRINKLERS - EFFECTIVENESS
3 CODE	STANDPIPES - TYPE
4 CODE	STANDPIPES - EFFECTIVENESS
5 CODE	PORTABLE EXTINGUISHERS - TYPE
	PORTABLE EXTINGUISHERS - EFFECTIVENESS

I. PROTECTION FACILITIES (PAGE 1)

1 CODE	PRIVATE BRIGADE - TYPE			
2 CODE	PRIVATE BRIGADE - EFFECTIVENESS			
3 CODE	SPECIAL HAZARD PROTECTION - TYPE			
4 CODE	SPECIAL HAZARD PROTECTION - EFFECTIVENESS			
5 CODE	SIGNAL OR WARNING SYSTEM	TYPE	CODE	EFFECTIVENESS
6 CODE	SIGNAL WARNING SYSTEM - MEANS OF ACTIVATION			
7 CODE	SIGNAL WARNING SYSTEM - TYPE DETECTORS			
8 CODE	WATCHMAN EFFECTIVENESS	9 CODE	OTHER FACILITIES EFFECTIVENESS	

J. MISCELLANEOUS (PAGE 1)

FIRE FIGHTER	CIVILIANS
NO. INJURED	NO. OF DEATHS
NO. INJURED	NO. OF DEATHS
SEE FORM 60-1 SUBMITTED FOR EACH DEATH (CHECK BOX IF YES) <input type="checkbox"/>	

PLEASANTON FIRE DEPARTMENT  
INTER-OFFICE MEMORANDUM

TO: F/M KLENK  
FROM: CAPT BOODINGTON  
SUBJECT: GASOLINE SPILL - LEAK

DATE: 2-20-84

AT 1733 HRS. E-61 RESPONDED TO A GASOLINE SPILL @  
THE ARCO STATION 4191 FIRST ST. APPROX. 30 GALS  
OF GASOLINE WAS SPILLED FROM PUMP #12 DUE TO A  
POSSIBLE BREAK IN THE UNDERGROUND PIPING NEXT TO  
THE PUMP. WITH THE AID OF THE STREET DEPT. 2 BAGS  
OF SURFACE E-61 CREW CONTAINED POOLED FUEL  
APPROX 20 GALS. NO GASOLINE ENTERED ANY DRAIN SYSTEM.

I CONTACTED MR. MIKE BALIEY AREA MGR.  
OF ARMOR OIL. (916)-372-0391. SET DOWN  
AND SECURED THE GAS SITUATION FOR THE NIGHT.

MR. BALIEY STATED THAT HE WOULD CONTACT REPAIR  
COMPANY + HAVE THEM ON SCENE EARLY AM 2-21-84  
HE WOULD ARRIVE @ 0700 HRS.

MR. BALIEY WOULD LIKE TO DISCUSS WITH YOU  
THE REQUIREMENT ON HAZARDOUS WASTE  
REMOVAL AND THE CITY HAZARDOUS MATERIAL  
ORDINANCE.

MR. BALIEY EXPRESSED A SINCERE INTEREST  
IN WORKING WITH OUR DEPARTMENT REGARDING  
HAZ MAT SPILLS. REQUEST THAT YOU CONTACT  
HIM @ THE ARCO STATION 2-21-84 @ 0700

180-6-79 STATION PHONE 462-1365

THANKS  
EJB

K FIREFIGHTING APPARATUS

COMPANY			OFFICERS		FIREFIGHTERS		
			On	Off	On	Off	Res
1 E-61	1733	1857	1		2		
2							
3							

COMPANY			OFFICERS		FIREFIGHTERS		
			On	Off	On	Off	Res
4							
5							
6							

L INSURANCE

1 Insurance Company	Phone	Coverage
2 Insurance Agent	Phone	Content Policy No. Property

M VEHICLE

1 Type	Make	Model	Year	Lic. No.	State
2 Registered Owner	Address		Tel. No.		

N ADDITIONAL INFORMATION

ENG 61 RESPONDED TO A GASOLINE LEAK @ THE ARCO GAS STATION ON FIRST ST. PPD ON SCENE. E-61 ON SCENE FOUND FUEL LEAKING FROM PUMP #12 SOUTH FORD ISLAND. ALL ELECTRICAL SHUT OFF TO PUMPS BY MANAGER AT TIME OF CALL. ESTIMATE 30 GALS OF FUEL LEAKED FROM POSSIBLE UNDERGROUND LINE BREAK. CONTAINED APPROX 10 GALS FUEL POOL @ SOUTHEAST CORNER OF STATION APPROX 10' DIAM. CONTACTED STREET DEPT FOR COMPOUND FOR PICK UP OF POOLING GASOLINE. NO GASOLINE ENTERED ANY DRAIN SYSTEM. CONTACTED AREA MANAGER MIKE BALIK (916-372-0311) AND CLOSED STATION SECURED AREA.

E-61 RETURNED TO QUARTERS

O SIGNATURES

Supplemental Report			
1			No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
2	Prepared By: <i>[Signature]</i>	Shift: 8	Date: 2-20-84
3	Approved By: <i>[Signature]</i>	Shift:	Date: 2/21/84



SUBJECT: Follow-up to 500-1000 gallon - subsurface gasoline spill  
 BY: R/R DATE: 7-23-84 4:00pm

INFO FROM: Ted Klent, City of Pleasanton Fire Department  
 Gas-N-Save

A gasoline spill occurred on February 20, 1984 at the ARCO service station at 4191 1st Street in Pleasanton CA. The spill was underground and the response was coordinated by Bruce Wolfe.

The Pleasanton Fire Dept. and the Mayor of the City of Pleasanton want to know the status of this case.

Mr. Klent's address is:  
 4144 Railroad St.  
 P.O. Box 520  
 Pleasanton CA 94566-0802  
 415-847-8114

Neither PWJ or RAS know about this case. - BHW is not in.

PWJ recommended that this be referred to RAS.

BHW - Has not done anything on it. He thought that the City was going to handle it.

TO	FNH	From
	LPK	
	DMH	
	GJG	
	R/W*	
	AWO*	
Z	DME	
	LP	
	FEJ*	
	MJA	
	LE*	
	RMB	
	PWJ	
	RKM	

PWJ - Please there is some I can respond to, that we don't have complete facts - was referred to B he apparently did not pick up at all.

Also, if you have done so, please try and coordinate with other field inspectors to assure a prompt response to your field.

DME

	AJ	
	ET	
	GT	
	VJW**	
	NAP	
	MR	

# COMPLAINT REPORT

## REPORT DATA

Location Of Problem/Hazard: <b>4191 FIRST STREET.</b>		462-1365	Date Received: <b>1-7-85</b>
Reporting Party: <b>JACK LAVIEY</b>	Requests Contact <input checked="" type="checkbox"/>	Address: <b>4183 FIRST ST SUITE B</b>	
Telephone Number: <b>(415) 846-6661</b>	Work Home <input checked="" type="checkbox"/>	Received By: <b>E. BODDINGTON o/c</b>	

## COMPLAINT DATA

Nature Of Problem/Hazard: <b>STRONG ODOR OF GASOLINE AROUND STORM DRAIN AREA SOUTH EAST CORNER OF BUILDING AT 4183 FIRST ST.</b>	
Responsible(s) (If Known) <b>ARMOR OIL 800-582-3999 (ANDY)</b>	

### REFERRAL ACTION

Referred To: (Name)			
Department:			
Police <input type="checkbox"/>	Bldg <input type="checkbox"/>	Finance <input type="checkbox"/>	Parks <input type="checkbox"/>
P.W. <input type="checkbox"/>	Eng <input type="checkbox"/>	Fire <input type="checkbox"/>	Planning <input type="checkbox"/>
	Rec <input type="checkbox"/>	Street <input type="checkbox"/>	Health <input type="checkbox"/>
	Sewer <input type="checkbox"/>	Water <input type="checkbox"/>	
Reason Referred:			
To Responsible Dept <input type="checkbox"/>		For Information Only <input type="checkbox"/>	
Reporting Party Advised:		Date:	
Yes <input checked="" type="checkbox"/>		<b>1-7-85</b>	

### IN HOUSE ACTION

Site Inspected By: <b>E. Boddington o/c</b>	Date: <b>1-7-85</b>
Complaint Valid:	NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
Correction Requested By:	Date:
In Person <input type="checkbox"/>	<b>1-7-85</b>
Mail <input type="checkbox"/>	<b>1147 H.C.</b>
Tel <input checked="" type="checkbox"/>	
Second Request By:	Date:
In Person <input type="checkbox"/>	
Mail <input type="checkbox"/>	
Tel <input type="checkbox"/>	
Reinspection Date:	1st <input type="checkbox"/>
	2nd <input type="checkbox"/>

## COMPLETION DATA

Reinspected By:	Date:	Reinspected By:	Date:
Problem/Hazard Abated:	Date:	Reporting Party Notified By:	Date:

## ADDITIONAL DATA

Comments: <b>CONTACTED ON DUTY ARCO SERVICE STATION ATTENDANTS THEY STATED THEY HAD TWO REGULAR GAS UNDERGROUND TANKS SERVICED NORTH SIDE OF STATION EARLY MORNING ON 1-7-85 POSSIBLE SPILL WITH RAIN WATER CARRYING FUEL TOWARDS STATION DRAINS NORTH EAST END OF PROPERTY. ALSO SOUTH WIND BLOWING ODOR TOWARDS BUILDING AT 4183 FIRST ST. STATION MGR. KARLA. CONTACTED AND ADVISED</b>
<b>UFC</b>
<b>SEC 79.111</b>

ained in this report are of the sole use of the Marshal. Estimations made herein represent "most likely" and "most likely" cause and effect. Any representation as to the validity or accuracy of reported conditions inside the State Fire Marshal's office, is neither intended nor implied.

STATE OF CALIFORNIA  
OFFICE OF THE STATE FIRE MARSHAL  
FIRE INCIDENT REPORT

INCIDENT NO.  
**5,0197**  
DEL  CORR.

**Pleasanton F.D.**

OCCUPANT NAME <b>ALCO (Gas N' Save)</b>		RELATIONSHIP	ALARM SOURCE	TEL. BOX <input checked="" type="checkbox"/>	PFAB <input type="checkbox"/>	RADIO <input type="checkbox"/>
ADDRESS <b>4191 First Street</b>		ROOM / APT. NO.	CITY <b>Pleasanton</b>	ZIP <b>94566</b>	TELEPHONE NO. (CALL BACK) <b>462-1365</b>	
OWNER NAME	ADDRESS	CITY	ZIP	CENSUS/PARCEL NO.		
MANAGER NAME	ADDRESS	CITY	ZIP	TELEPHONE NO.		

A. INFORMATION (PAGE 1)

FIRE DEPT. ID <b>01095</b>	INCIDENT NO. <b>5,0197</b>	EXPOSURE NO.	TIME <b>0835</b>	MONTH <b>02</b>	DAY <b>08</b>	YEAR <b>85</b>	DAY CODE	COUNTY OF FIRE	DIST./CITY <b>011</b>	OUT OF JURISDICTION CHECK IF YES <input type="checkbox"/>
-------------------------------	-------------------------------	--------------	---------------------	--------------------	------------------	-------------------	----------	----------------	--------------------------	--

B. PROPERTY CLASSIFICATION (PAGE 1)

CODE <b>5.1</b>	TYPE OF INCIDENT <b>Fuel Leak</b>	CONSTR DATE PRE 72 <input type="checkbox"/> POST 72 <input type="checkbox"/>
CODE	PROPERTY CLASSIFICATION (COMPLEX)	
CODE	PROPERTY CLASSIFICATION (INDIVIDUAL)	

C. PROPERTY TYPE (PAGE 1)

PROPERTY MANAGEMENT PVT <input type="checkbox"/> FED <input type="checkbox"/>	STATE	COUNTY	CITY	DISTRICT	FOREIGN	OTHER
CODE	STRUCTURE, BUILDING OR VEHICLE - PROPERTY TYPE	BUILDING NO. STORIES				
STRUCTURE, BUILDING	- CONSTRUCTION TYPE					
EXT. WALL N/C <input type="checkbox"/> COMB <input type="checkbox"/>	INT. WALL N/C <input type="checkbox"/> COMB <input type="checkbox"/>	FLOOR - ROOF N/C <input type="checkbox"/> COMB <input type="checkbox"/>	FIRE RATED YES <input type="checkbox"/> NO <input type="checkbox"/>			

D. EXTENT OF DAMAGE (PAGE 1)

CODE	EXTENT OF DAMAGE - FIRE
CODE	EXTENT OF DAMAGE - SMOKE
CODE	EXTENT OF DAMAGE - WATER
ESTIMATED LOSS - PROPERTY	
ESTIMATED LOSS - CONTENTS	

E. LOCATION & CAUSE (PAGE 1)

CODE	LEVEL OF ORIGIN
CODE	SOURCE OF HEAT CAUSING IGNITION
CODE	FORM OF HEAT CAUSING IGNITION
CODE	ACT OR OMISSION CAUSING IGNITION

F. AREA, MATERIALS & SMOKE SPREAD (PAGE 1)

CODE	AREA OF ORIGIN
CODE	TYPE OF MATERIAL FIRST IGNITED
CODE	FORM OF MATERIAL FIRST IGNITED
CODE	MAIN AVENUES SMOKE SPREAD

G. SPREAD OF FIRE (PAGE 1)

CODE	MAIN AVENUES FIRE SPREAD
CODE	TYPE MATERIAL CAUSING SPREAD
CODE	FORM MATERIAL CAUSING SPREAD
CODE	ACT OR OMISSION CAUSING SPREAD

H. PROTECTION FACILITIES (PAGE 1)

CODE	SPRINKLERS - TYPE
CODE	SPRINKLERS - EFFECTIVENESS
CODE	STANDPIPES - TYPE
CODE	STANDPIPES - EFFECTIVENESS
CODE	PORTABLE EXTINGUISHERS - TYPE
CODE	PORTABLE EXTINGUISHERS - EFFECTIVENESS

I. PROTECTION FACILITIES (PAGE 1)

CODE	PRIVATE BRIGADE - TYPE
CODE	PRIVATE BRIGADE - EFFECTIVENESS
CODE	SPECIAL HAZARD PROTECTION - TYPE
CODE	SPECIAL HAZARD PROTECTION - EFFECTIVENESS
CODE	SIGNAL OR WARNING SYSTEM TYPE CODE EFFECTIVENESS
CODE	SIGNAL WARNING SYSTEM - MEANS OF ACTIVATION
CODE	SIGNAL/WARNING SYSTEM - TYPE DETECTORS
CODE	WATCHMAN EFFECTIVENESS
CODE	OTHER FACILITIES EFFECTIVENESS

J. MISCELLANEOUS (PAGE 1)

FIREFIGHTER NO. INJURED	NO. OF DEATHS	CIVILIANS NO. INJURED	NO. OF DEATHS
SFM FORM 80-1 SUBMITTED FOR EACH DEATH			

K FIREFIGHTING APPARATUS

COMPANY	On	Off	OFFICERS		FIREFIGHTERS		
			On	Off	Res		
5-61 0836 1249	1		1				
A-4		1					
A-3	1						

COMPANY	On	Off	OFFICERS		FIREFIGHTERS		
			On	Off	Res		
5-61 1330 1430	1		1				
6-A3 1400 1430	1						

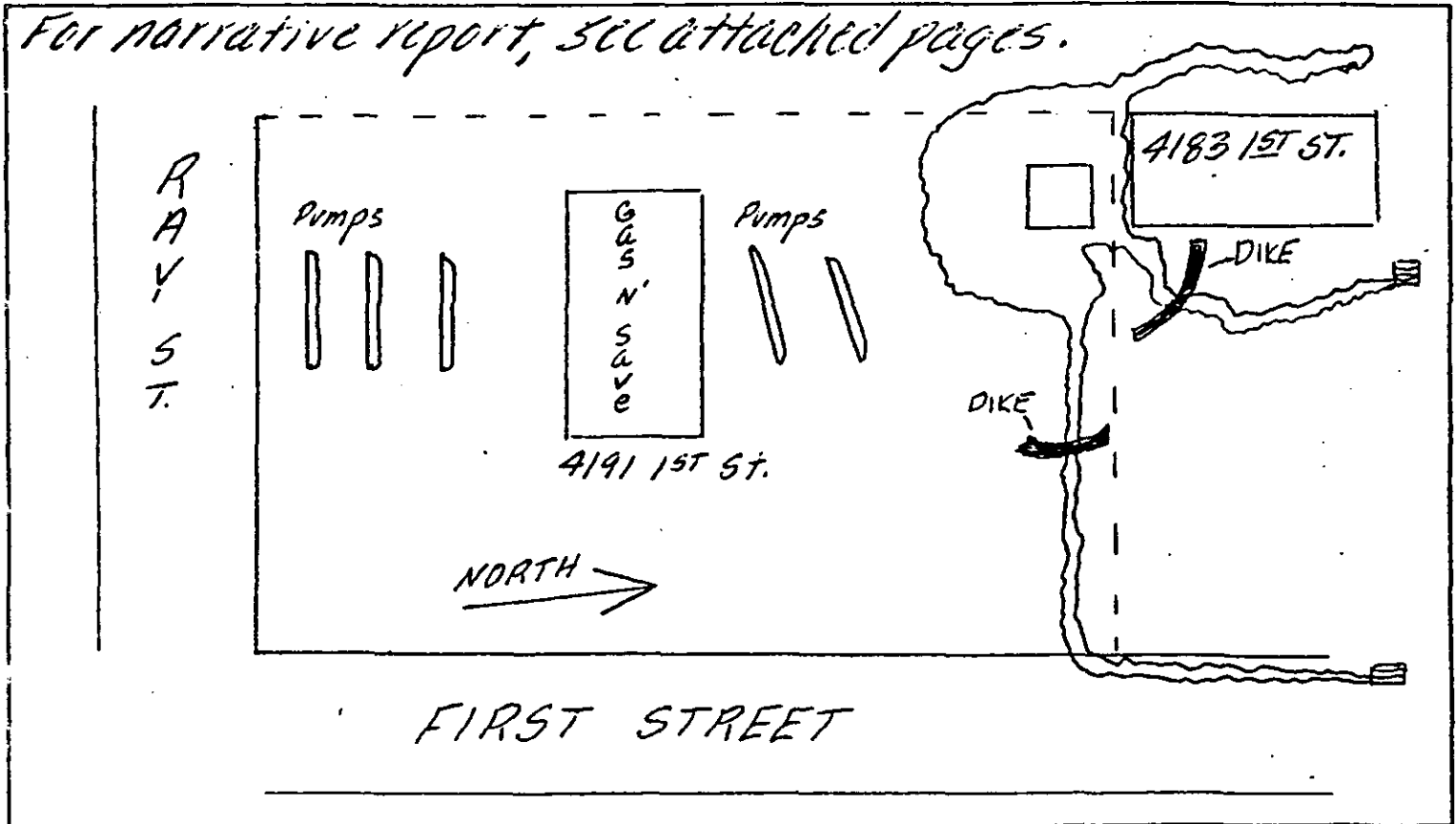
L INSURANCE

Insurance Company	Phone	Coverage
Insurance Agent	Phone	Content Property Policy No.

M VEHICLE

Type	Make	Model	Year	Lic. No.	State
Registered Owner	Address			Tel. No.	

N ADDITIONAL INFORMATION



O SIGNATURES

Supplemental Report		
Prepared By	Shift	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
<i>Lt. [Signature]</i>	C	Date 02-08-85
Approved By	Shift	Date
<i>[Signature]</i>	C	2/9/85

# SUPPLEMENTAL REPORT

No. 50197	Time 0835 hrs.	Date 02-08-85	Location 4191 First Street	Room/Apt/Sp	City Pleasanton
--------------	-------------------	------------------	-------------------------------	-------------	--------------------

While on Alarm #50196, Squad 61 was advised of a possible gasoline leak at the corner of First and Ray Streets. All District One Fire Units were tied up on Alarm #50195, including 6-A3.

Upon arrival, Squad 61, along with 6-A4 determined this gasoline incident to be located at 4191 First Street., Arco Service Station (old Gas N' Save).

I observed heavy rain water run-off mixed with what looked like a petroleum product concentrated in the extreme northwest portion of the property, near the Arco storage shed. Squad 61 staged uphill/upwind and investigated further. Closer examination revealed a distinct gasoline odor in the run-off. I observed the water/petroleum run-off entering two separate City sewer systems.

I advised dispatch of our report on conditions and requested immediate notification of those resources involved with hazardous substances entering waterways.

I requested sand from Public Works be delivered for diking operations at approximately 0915 hours, Public Works arrived with sand. Diking was performed in two areas to prevent further run-off.

At 1010 hours, Department of Fish & Game Warden James Bond, along with Lt. Miles Young arrived on the scene and assumed incident command.

Fish & Game conducted initial investigation and contacted Arco representative Bob Bell (general manager for retail sales, 619/291-1000). Mr. Bell authorized cleanup to be conducted by Postive Incident Control (PIC). Fish & Game took many photos and water samples.

6-A3 arrived on scene approximately 1015 hours and assumed command of fire department operations.

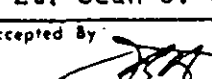
Zone 7 arrived on scene approximately 1100 hours and made cursory examination of Arroyo del Valle. They found no evidence of contamination.

Regional Quality Water Board engineer Robert Samariago arrived approximately 1125 hours. He surveyed scene and collected water samples for testing.

E.P.A. Technical Assistance Team arrived (Karen Greig) approximately 1130 hours. She offered special access to the "Super Fund" for cleanup if no funds were available.

Squad 61 remained on scene to assist in coordination and to assist P.I.C. with wash down.

Squad 61 secured at 1430 hours.

Prepared By Lt. Sean J. Chapman	Shift C	Date 02-08-85
Accepted By 	Shift	Date 2/15/85

PLEASANTON FIRE DEPARTMENT  
SUPPLEMENTAL REPORT

Unit No. 50197	Time 0835 hrs	Date 02-08-85	Location 4191 First Street	Room/Apt/Sp 	City Pleasanton
-------------------	------------------	------------------	-------------------------------	-----------------	--------------------

At approximately 1330 hours, Squad 61 was requested to respond back to the scene to assist P.I.C. with washdown. 6-A3 also returned to the scene at approximately 1400 hours. Both units were secured @ 1430 hours.

P.F.D. Commitment:

- 6-A4 1.0 manhours
- 6-A3 4.0 manhours
- S-61 10.0 manhours
- Pump time 35 minutes - 125 gallons.

Prepared By Lt. Sean J. Chapman	Shift C	Date 02-08-85
Accepted By <i>[Signature]</i>	Shift 	Date 2/15/85

SPILL/LEAK REPORTING FORM

Rev. 8/2/84

TO: Toxics Cleanup Division  
RWQCB, Rm. 6040  
1111 Jackson St.  
Oakland, CA 94607

Report Date: 2, 08, 85 Reported By: Ted Klenk, Pleasanton FD

Facility Name: Gas. N. S. S. Facility Address: 4191 First St. Pleasanton

Facility Contact: John Spiekerman Phone: (209) 358-3155 209-358-1466

Owner: Armor Oil Address: P.O. Box 31002 San Diego 92138

Contact: Bob Bell Phone: ( )

Date Discovered: 2, 08, 85 Date Started: 1 / 1

How Detected: Tank Removal  Routine Monitoring  Other Contaminated run-off

Chemicals: Gasoline Max. Concentration: unk

Est. Vol. Lost: unk Est. Method: \_\_\_\_\_

Tank Age: \_\_\_\_\_ Tank Volume: \_\_\_\_\_ Tank Material: \_\_\_\_\_

Pressure Test: Tank  Piping  Leak Stopped:

Contamination Defined: Soil  Floating Product

Local Wells Sampled: \_\_\_\_\_

Monitoring Well Data: \_\_\_\_\_ Product Plume Cleanup: \_\_\_\_\_

Vapor Check (Y/N): \_\_\_\_\_ Results: Storm Drains  Sewers   
Utility Vaults  Bldgs   
Other \_\_\_\_\_

Other Agencies Notified: Pleasanton FD, DF & G

Status and Proposed Activities: Discharge to pressure test tanks  
beginning 2-11-85

# INTRACOMMUNICATIONS SPILL/COMPLAINT INCIDENTS D)

CASE NO. 2-02-08

N

Office Notification	
Date: <u>2-8-85</u>	Time: <u>0900</u>
Rcvd by: <u>FWJ</u>	
Rptd by: <u>Ted Klentz</u>	
Agcy: <u>Pleasanton FD</u>	
Addr: _____	
Phone: <u>415-847-8114</u>	

RESPONSE/INFO ROUTING				
To Field Inspector (Original)				
Seq	TO	Ini	Time	
1	MHK			<input type="checkbox"/> Emergency Hand deliver/ Phone contact <input checked="" type="checkbox"/> Routine Inbasket
	FWJ			
	RAS			

C

Incident Type:	
<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Routine	
<input type="checkbox"/> Spill <input type="checkbox"/> Oil <input type="checkbox"/> Chem <input type="checkbox"/> Other	
<input type="checkbox"/> Complaint <input type="checkbox"/> Other	

INFORMATION ROUTING (copy)			
Seq	To	Ini	
	SL		* Emergency or if Media in- volved, hand carry to EO.
	DC		
	AEO		
	EO *		
File:			

**INCIDENT INFORMATION** (Completed by individual receiving complaint)

Discharge Date: 2-08-85 Time: 0800 Previous Occurrence:  Y  N

Type of Material: Gasoline Volume: Unk

Source: Gas. N. Gas Address: 4191 First St., corner Ray Pleasanton, CA

Phone: \_\_\_\_\_

Cause: Unk

State Waters Impacted: Creek, possible ground water

Extent of Impact: Unk

**RESPONSE** (Completed by investigator)

Staff Investigation: Phone Contact Ted Klentz, Pleasanton FD Phone #: 847-8114

Other Agency Responding:  SDF&G  USGS  Co. Health  Other: EPA, Karen Greig 781-081 Pleasanton FD

**AGENCY NOTIFIED** (Completed by investigator; in emergencies, by complaint taker)

	Date/Time	Contact	Phone #	Required for Sig:
EPA	_____	_____	_____	spills
USCG	_____	_____	556-3741	oil/chem spills
SDF&D	_____	_____	8-944-2011	fish kills/spills
Co. H.D. ( )	_____	_____	_____	public health
Other	_____	_____	_____	

**CONTACTS MADE BY MEDIA**

Media	Reporter	Staff Contact	Date/Time	
_____	_____	_____	_____	(Use back for add. notes)
_____	_____	_____	_____	



# Gas tank rupture forces evacuation

PLEASANTON — A gasoline spill and questionable dumping policies which could result in extensive pollution to a local creek kept firefighters and state Fish and Game investigators busy in separate incidents Monday.

The Gas N Save service station, 4191 First St., was closed Monday afternoon after Pleasanton firefighters found 100 gallons of gasoline welling from an underground storage tank and collecting in a nearby parking lot.

The pooling gasoline, which Fire Marshal Ted Klenk said could have meant major disaster if it had been touched off by sparks from a passing car or by a casually tossed cigarette, was still being collected by a Martinez-based hazardous chemical company Monday night.

Cleanup costs, which Klenk and Fire Chief Joe Hill said would be substantial, will be forwarded to Gas N Save. An inspection of the company's underground tanks will also be ordered, according to Hill.

None of the seeping gasoline, which forced the evacuation of four neighboring businesses, reached the nearby Arroyo Del Valle. The arroyo feeds a network of streams that ultimately provides water to residents in Fremont, Newark and Union City.

State Fish and Game inspectors reported that a large amount of diesel fuel did reach the arroyo in an unrelated incident that could mean

litigation as well as cleanup costs for a Pleasanton-based trucking firm.

Investigators looking into the accidental discharge of 40 to 100 gallons of kerosene oil by workers at the Utility Vault Co., 800 Valley Ave., discovered that the firm's neighbor may also have been dumping petroleum products into the stream.

B & G Trucking, which shares the 800 Valley Ave. address, appeared to have been using the arroyo as a dump site for oil, truck filters and other items ultimately harmful to the ecology of the area, according to Hill.

"It seems they were changing the oil on their trucks, dumping it near the creek and when these rains came it was collected and washed downstream," Hill said, adding that traces of the oil had been found some distance away from where it had been discharged originally.

Fish and Game wardens visited the company, Hill said, taking pictures and samples of the polluted area Monday.

"I would guess there would definitely be some kind of legal action taken against the company," Hill said. "And they may have to pay for cleanup. It's all up to the Fish and Game as to what action is taken against them."

Fish and Game officials and owners of the trucking company could not be reached for comment Monday night.

Valley Times Tue. 11-23-82 Vol 97 No 230

# into Arroyo Del Valle

By Donna Hamilla  
Times staff writer

**PLEASANTON** — Cleanup crews were called in Friday after California Department of Fish and Game wardens discovered that heavy rains had carried gasoline from an Arco station on First and Ray streets into Arroyo Del Valle.

Warden Jim Bond said the petroleum product either leaked from an underground storage tank or overflowed as it was pumped into the tank,

last filled around 7 a.m. Friday.

A pressure test will be conducted on the tank, he said, to determine if gasoline is still leaking.

Fish and game officials were alerted to the incident by the Pleasanton Fire Department, which assisted in washing down the area. Workers from the PIC Hazardous Spill Team of Concord, called by Arco, vacuumed up gasoline and rainwater that had

Please see LEAK, Page 2A

VT Sat 2.9.85

PG 3A



Times photo/Michael Macor  
A member of the PIC Hazardous Spill Team cleans up a gasoline leak at the Pleasanton Arco station at First and Ray streets that also washed into Arroyo Del Valle.

## LEAK

From Page 1A

formed an ankle-deep puddle inside a storage shed.

Heavy rain carried the gasoline to a grassy area along the railroad tracks behind the station and into a storm drain. The drain empties into Arroyo Del Valle which flows into Alameda Creek and the South Bay Area.

The wardens dammed the creek Friday morning, but Bond said he could not tell how much of the petroleum product had already washed down the creek.

The station manager declined to comment on the incident.

In the last four months, Bond said, three or four hazardous spills

had occurred in Arroyo Del Valle.

"The last one took us two weeks to clean up. It was an expensive and extensive pollution," he said.

"An oil product used to pave a parking lot at an industrial park at Valley Avenue and Serpentine Lane leaked into the creek. Another oil spill occurred, Bond said, when someone dumped crankcase oil into a storm drain that flows into Arroyo Del Valle.

"There needs to be awareness from the public that the creeks are fragile for fish life," Bond said, adding people commonly dump automobile oil in storm drains not realizing it ends up in creeks.

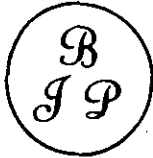
Petroleum products can affect the reproduction cycle of fish, Bond

said, as well as destroy the micro-organisms fish eat.

The Arco gasoline leak could affect the steelhead trout and salmon in Alameda Creek during spring spawning season, he said.

Spill-team workers removed from the storage shed cans of industrial paint and a 200-pound steel drum that Bond said probably contained mothballs.

Arco personnel had been spreading mothballs on the roof of the station to repel pigeons, Bond said. Mothballs sealed inside the drum had not leaked. With the station manager's consent, they were transported to a hazardous waste disposal site.



*Bob Perez Adjusters, Inc.*

636 S. Second St., Suite C

Covina, Ca. 91728

(818) 915-5761

*JRR*

January 5, 1988

*BI*  
*GSZ*  
*2/16/88*

California Regional Water Quality  
Control Board - Region 2  
1111 Jackson Street #604  
Oakland, CA 94607

Re: Insured	:	<u>ARMOUR OIL CO</u>
Certificate #	:	<u>ARMOUR OIL COMPANY</u>
Incident #	:	28778
Y/File #	:	0681 <i>Cas</i>
O/File #	:	PLI 15-15746
L/Location	:	87-143
		<u>4191 1st Street</u>
		<u>Pleasanton, California</u>

Gentlemen:

We are currently investigating the above loss which involves contamination caused by an unknown origin.

We would appreciate your advising our office as to whether or not your agency has been involved or is aware of any reported spills of diesel or gasoline in the area surrounding 4191 1st Street, Pleasanton, California.

We would appreciate hearing from you with regards to the above as soon as possible.

Very truly yours,

*Bob Perez*

Bob Perez  
BOB PEREZ ADJUSTERS, INC.

BP:cj

cc: Levy, Bivona & Cohen  
Michael Tancredi (LA)  
Angelo Cupaiolo (NY)

CALIFORNIA REGIONAL WATER

JAN 13 1988

QUALITY CONTROL BOARD

State of California

The Resources Agency  
Department of Fish and Game, Region 3  
7329 Silverado Trail  
P.O. Box 47  
Yountville, CA 94599



3220  
MILES YOUNG - ATTY #96 - 228-1514  
Jim Bond 3224  
State Fish and Game Warden (707) 944-2011

Jim Bond?

11-8-82

Damaged fuel filter between tank and pump. Approx. 9 gallons in base sand below pump isolated. Unknown if inventory showed lower loss.

11-23-82

Contractor called in to check integrity of system. Stuck tank, no pressure test, based on ~~inventory~~ gasoline loss (upheld from underground tank farm). Rained that day? ~~Cause unknown, possible break in underground pipe~~

2-20-84

Approx. 30 gal loss. Cause unknown, suspected piping break.

11-84

Tested regular tank.

1-7-85

Strong gasoline odor around stem drain area. Tanks filled <sup>early</sup> that morning, raining. Overfill?

2-08-85

Heavy gas odor, gas shown on pooled run-off in corner of property. Tanks filled early morn. Overfill?

2-11-85

Tested unladen tanks.

NEED

① Inventory records	10, 11/82	6-11/82	incl.
② Test results	1, 2/84	9/82-2/84	incl.
	1, 2/85	9/83-2/85	incl.

- RWQCB inspected site 2-8-85, Gasoline sheen and heavy odor in one area where run-off pools.
- Fuel delivery AM 2-8-85. Possible overflow. Attendant said tank very full.
- Chronic problems associated with site last several years.
- EPA and MFG responsible.
- Owner (Armor Oil) had contaminated run-off pumped and hauled 2-8-85 PM. Site <sup>to be</sup> monitored through week-end of 2-8-85. Tanks to be pressure tested 2-11-85.
- RWQCB to contact owner for inventory records and possible sub-surface investigation.

## **Appendix E**

**Alameda County Department of Environmental Health**



Legal  
1055 West Seventh Street  
Post Office Box 2570  
Los Angeles, California 90051-0570  
Telephone 213 486 2435

**Beth S. Dorris**  
Senior Attorney

January 23, 1995

Scott O. Seery, CHMM  
Senior Hazardous Materials Specialist  
Department of Environmental Health  
Hazardous Materials Division  
80 Swan Way, Rm. 200  
Oakland, CA 94621

Re: Unocal Station 3771, 4191 First Street, Pleasanton

Dear Mr. Seery:

This letter contains the information requested in your letter dated November 11, 1994 to Michael Whelan of ARCO. Pursuant to your suggestion in our earlier phone conversation, we are providing this information at the January 14 Review Panel Hearing, rather than in a prior mailing.

ARCO never had any ownership interest in the site, nor any responsibility for or control over operation of the gasoline service station on the site. ARCO's records show that that station was operated by Armour Oil Company, an independent dealer, between October 1983 and December 1987.<sup>1</sup> Armour Oil Company received product supply during this period under a franchise supply contract with ARCO Products Company (the "Contract"). A copy of the Contract is enclosed. The terms of the Contract is strictly governed by the Petroleum Marketing Practices Act, 15 USC § 2801 et seq. (the "PMPA").

Under the Contract, Armour Oil owned or leased from a third party the real property and improvements at this location. ARCO had no proprietary interest in these assets nor did ARCO own, operate or in any way control the underground storage tank system ("UST"). The independent dealer had sole responsibility for maintaining and monitoring the UST. The independent dealer also had sole responsibility for complying with all laws and regulations, including those pertaining to water and air pollution, vapor recovery, inventory control, leak detection, handling, use, storage and sale. In fact, neither the PMPA nor the Contract gave ARCO the right, let alone the obligation, to enter the site to monitor for leaks or to make any repairs or replacements to the UST. Only the dealer could do so.

Moreover, under the Contract's express terms, ARCO was related to Armour Oil only as a franchisor and supplier. Armour Oil, as a contract dealer, did not function as ARCO's agent. See Paragraph 23 of the Contract; Cislaw v. Southland Corp., 4 Cal. App. 4th 1284, 6 Cal. Rptr. 2d 386 (1992) (holding that selling the oil company's products and displaying its signs do not create an agency relationship).

Federal courts generally have jurisdiction over such contracts due to the PMPA. They regularly hold that a franchisor cannot be held liable for the contract dealer's failure to comply with environmental laws or the retailer's negligence. See, e.g., General Electric Co., 962 F.2d 281; Amoco Oil Co. v. EPA, 543 F.2d 270, 275 (D.C. Cir. 1976); Amoco Oil Co. v. U.S., 450 F. Supp. 195 (W.D. Mo. 1978).

<sup>1</sup> ARCO's initial response, indicating the supply period began in 1984, was based on a summary report with a typo. Documents supporting the earlier October 1983 date referenced in this letter are enclosed.

The State Water Resources Control Board has concurred. It has refused to find suppliers and distributors of gasoline liable as responsible parties. In the enclosed document entitled "State Board Orders: Who Should be Named in Ground Water Cleanup Orders," the State Board advises:

"There must be a reasonable basis for naming a responsible party (i.e., substantial evidence). It is inappropriate to name persons who are only remotely related to the suppliers and distributors of gasoline."

*See also* WQ 85-7.

In addition to the Contract, you have asked for copies of any operations manual or other, similar procedural guidelines issued during the Contract period. ARCO did not publish a manual which could be enforced outside of the Contract or the PMPA; the Contract and PMPA contained all rights and obligations relevant to the issue of control. For your general information, however, we have enclosed a copy of a guidance document sharing information on leaking underground tanks that ARCO provided to Contract Dealers.<sup>2</sup> We also have enclosed some informative letters on regulatory developments that ARCO provided its contract dealers during this time period.

You also have asked whether ARCO allowed its credit card to be used at the site. During the period in question, ARCO did not have a credit card system; it had been discontinued.

If you have any questions about the enclosed materials, please do not hesitate to call me at (213) 486-2435.

Very truly yours,



Beth S. Dorris

Enclosures

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<sup>2</sup> You may note that, in the Summary Section, the contract dealer is specifically instructed to have the necessary repairs made immediately. This lies in sharp contrast to the procedure ARCO outlines in a similar pamphlet for its regular retailers who lease stations owned by ARCO and who are not independent contractors. The pamphlet addressed to such lessee dealers instructs them not to make the repairs themselves, but to call ARCO maintenance to have ARCO make the repairs.



STATE BOARD ORDERS: WHO SHOULD BE NAMED IN  
GROUND WATER CLEANUP ORDERS

Summary of Principles

- In general, name all persons who have caused or permitted a discharge (Orders Nos. WQ 85-7 and 86-16).
- "Discharge" is to be construed broadly to include both active discharges and continuing discharges (Order No. WQ 86-2).
- There must be reasonable basis for naming a responsible party (i.e., substantial evidence). It is inappropriate to name persons who are only remotely related to the problem such as suppliers and distributors of gasoline (WQ 85-7, 86-16, 87-1, 89-13, and 90-2).
- Persons who are in current possession, ownership or control of the property should be named, including current landowners and lessees (numerous orders, including WQ 84-6, 86-11, 86-18, 89-1, 89-8, 89-13 and 90-3). Lessees/sublessors may be responsible (WQ 86-15).
- (• Generally, Regional Water Boards should not try to apportion responsibility between parties (WQ 86-2 and 88-2).
- However, in some cases, current landowners should only be named as secondarily liable. Factors: landowner did not cause or know of actual discharge; tenant, lessee or prior owner is responsible; cleanup is proceeding; and lease is long-term (WQ 86-11, 86-18, 87-6, and 92-13). Secondary responsibility is also appropriate where landowner is trustee-type governmental agency such as Forest Service (WQ 87-5).
- Prior landowners and lessees should be named if they owned or were in possession of the site at the time of discharge, had knowledge of the activities which resulted in the discharge, and had the legal ability to prevent the discharge (numerous orders, including WQ 85-7, 86-15, 91-7 and 92-13). Narrow exceptions based on such factors as: site owned or leased for short time, person did not cause actual discharge, are other responsible parties, person did not use property, no or minimal knowledge of problem (WQ 92-4 and 92-13).
- Government agencies may be named (WQ 88-2, 89-12, and 90-3).
- Corporations should be named even where a dissolved corporation (WQ 89-14) or a successor in interest (WQ 89-8).

FACILITY HISTORY, 5 WESTERN STATES  
LISTING BY CITY & STATE

QMRP

FAC	ADDRESS	CROSS STREET	CITY	COUNTY	ST	ZIP	FEE LSE	FAC OPEN
90756	4191 1ST STREET	-	PLEASANTON	ALAMEDA	CA	94566	-	10/17/1983

FACILITY HISTORY, S WESTERN STATES  
LISTING BY CITY & STATE

<u>FAC CLOSED</u>	<u>CUST #</u>	<u>CUSTOMER NAME</u>	<u>CUSTOMER IN</u>	<u>CUSTOMER OUT</u>
12/31/1987	0531079	SAN DIEGO ARMOUR OIL CO #1	10/17/1983	12/31/1987

\*

of 6

This Agreement is made as of the 17<sup>th</sup> day of October, 19 83, between **ARCO Petroleum Products Company** (a division of Atlantic Richfield Company-incorporated in Pennsylvania) with an office at 400 South El Camino Real, San Mateo, California 94402-0811 hereinafter referred to as "ARCO", and Armour Oil Company #1 hereinafter referred to as "Buyer" with delivery premises at 4191 1st Street, Pleasanton, California 94566 (herein called "premises").

**WITNESSETH:**

With respect to such petroleum product motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as Buyer may purchase and receive from ARCO and ARCO may sell and deliver to Buyer hereunder during the term hereof, it is agreed that the following terms and conditions shall apply:

**Term**

1. This Agreement shall commence at 10:00 a.m. on the 17th day of October, 19 83, and shall terminate at 10:00 on the 16th day of October, 19 84. Notwithstanding the foregoing, in the event of the expiration or termination of Buyer's right of possession of the premises to which delivery of Product hereunder is to be made before the end of the term hereof, this Agreement shall automatically terminate concurrently with the expiration or termination of Buyer's right of possession of the premises.

**Delivery**

2. ARCO agrees to deliver Product sold hereunder to Buyer's premises by such method of delivery, and in such minimum quantities per single delivery, as ARCO shall elect. Buyer agrees that, at all times during the term hereof, Buyer will have available on said premises storage facilities into which said Product may be delivered which shall conform with all laws and governmental regulations and which shall be in such capacity as to be able to receive such quantities of Product as ARCO shall prescribe as minimum deliverable quantities.

**Quantity**

3. During the term hereof, ARCO agrees to sell and deliver to Buyer for resale from said premises, and Buyer agrees to purchase and receive from ARCO the minimum monthly quantity and minimum quarterly quantity of ARCO's Product as set forth below:

**Quarterly Period 1**

	Minimum	Maximum
January	<u>129,500</u>	<u>185,000</u>
February	<u>129,500</u>	<u>185,000</u>
March	<u>129,500</u>	<u>185,000</u>

**Total quarterly minimum** 388,500 gallons

**Quarterly Period 2**

	Minimum	Maximum
April	<u>129,500</u>	<u>185,000</u>
May	<u>129,500</u>	<u>185,000</u>
June	<u>129,500</u>	<u>185,000</u>

**Total quarterly minimum** 388,500 gallons

**Quarterly Period 3**

	Minimum	Maximum
July	<u>129,500</u>	<u>185,000</u>
August	<u>129,500</u>	<u>185,000</u>
September	<u>129,500</u>	<u>185,000</u>

**Total quarterly minimum** 388,500 gallons

**Quarterly Period 4**

	Minimum	Maximum
October	<u>129,500</u>	<u>185,000</u>
November	<u>129,500</u>	<u>185,000</u>
December	<u>129,500</u>	<u>185,000</u>

**Total quarterly minimum** 388,500 gallons

**Total annual minimum** 1,554,000 gallons

"Quarterly period" used herein shall mean calendar quarter, beginning on the first day of the first, fourth, seventh and tenth months of the calendar year.

During the term hereof, at **ARCO's** option, **ARCO** shall sell to **Buyer**, up to the maximum monthly quantities set forth above when requested by **Buyer** and, when, in its sole discretion, **ARCO** determines said quantities are available. If **Buyer** requests deliveries of Product in excess of the maximum quantities which **ARCO** is obligated to sell as set forth above, **ARCO** may elect to accept such requests where, in its sole discretion, **ARCO** determines said additional quantities are available. Any sale of Product in excess of the quantities specified herein shall be subject to the terms and conditions of sale set forth herein. No such sale of excess quantities shall constitute a waiver of the maximum quantity provisions set forth above. For any part of the term hereof covering less than a full calendar month, the parties' respective rights and obligations hereunder to purchase and sell specified volumes of Product shall bear the same proportion as that portion of the month bears to a full thirty-day month.

Volumes provided herein are further subject to the terms and conditions of Paragraphs 9 and 13 hereof.

**Prices**

4. **Buyer** shall pay for Product sold and delivered hereunder at the prices, established for such Product from time to time by **ARCO** for purchasers in the same classification as **Buyer**, in effect at the time and place of delivery to **Buyer**. Prices shall be subject to change at any time, at the election of **ARCO**, without notice.

**Taxes**

5. Any tax, excise, fee or other charge or any increase in any such tax, excise, fee or charge now or hereafter imposed by law upon the Product sold and delivered to **Buyer** hereunder or on the production, manufacture, storage, consumption, sale, use, transfer, transportation, delivery, or other handling thereof, or on this Agreement, which **ARCO** is required to pay or collect, shall be added to the price herein stated, and paid by **Buyer**.

**Payment**

6. **Buyer** shall pay **ARCO** at the time of delivery for all Product delivered hereunder unless otherwise mutually agreed upon from time to time. No allowance of credit by **ARCO** shall prevent **ARCO** from terminating the extension of credit and requiring at any time, at **ARCO's** election, payment at the time of delivery. Title to and risk of loss for such Product shall pass to **Buyer** at the time Product passes from **ARCO's** delivery equipment to **Buyer's** storage equipment. Should **Buyer** fail to make payment when due, **ARCO** may discontinue deliveries hereunder until payment is made. Should such failure continue for a period of five (5) days after demand, **ARCO** may, at its option, terminate this Agreement. All claims of **Buyer** with respect to the quality or quantity of any Product sold and delivered hereunder or the prices therefor payable or paid shall be deemed waived and forever barred unless **Buyer** notifies **ARCO** in writing of the nature and detail of the claim within thirty (30) days after delivery to **Buyer**.

**Credit Card Privilege**

7. **Buyer** may take part in **Atlantic Richfield's** credit card program and **Atlantic Richfield** agrees to accept credit card charge tickets, representing authorized credit card sales made at **Buyer's** premises, and presented by **Buyer** to **Atlantic Richfield** subject to **Atlantic Richfield's** terms and conditions in effect on the date authorized products or services are purchased by credit card holders. The privilege of taking part in **Atlantic Richfield's** credit card program will continue until terminated by either party giving to the other not less than forty-eight (48) hours prior written notice thereof. Any such termination shall not otherwise affect any other provision of this Agreement.

**Trademarks**

8. **Buyer** may display **Atlantic Richfield Company's** trademarks, trade names, advertising, signs, devices, symbols, slogans and other trade indicia (all of which are hereinafter collectively referred to as "marks") adopted and used by **Atlantic Richfield** in its business related to Product, provided that all marks are displayed in the manner as specified by **Atlantic Richfield**. **Atlantic Richfield** reserves the right without prior notice to **Buyer**, to change, alter, or modify any of its marks. **Buyer** agrees that it will not: adulterate, mislabel or misbrand Product or commit other trademark violations; contaminate Product; add any ingredient to Product without **Atlantic Richfield's** prior written consent; use any mark except in connection with genuine **Atlantic Richfield** Product; claim any right title or interest in or to said marks; directly or indirectly deny or assail or assist in denying or assailing the sole and exclusive ownership of **Atlantic Richfield** in and to the marks; adopt as its own property or use any trademarks, trade names, advertising, signs, devices, symbols, slogans or

other trade indicia **visually** similar with any marks of **Atlantic Richfield**. If **Buyer** ceases to offer for sale genuine **Atlantic Richfield** Product or if this Agreement is terminated, **Buyer** shall discontinue the use of all marks in any manner whatsoever employed by **Buyer** including but not by way of limitation the use of marks on any and all pumps, containers and other storage and distribution equipment, forms of advertising, stationery and invoices; promptly return to **Atlantic Richfield** all signs, advertising and indicia owned by **Atlantic Richfield**; and effectively eliminate any other use of any marks and correct all trade directory and telephone book listings to remove all reference to marks.

**Allocation**

9. **Buyer** hereby enters into this Agreement with the understanding and agreement that **ARCO's** obligation to sell and deliver Product hereunder is subject to modification and reduction in accordance with any program governing the allocation of Product by **ARCO** which may be in effect on the date hereof and any allocation program hereafter adopted by **ARCO** or imposed by governmental law or regulation at any time during the term hereof.

**Unleaded Regulations**

10. a) **ARCO** agrees that all unleaded gasoline, as defined in regulations promulgated by the Environmental Protection Agency (hereinafter referred to as the "Regulations") sold to **Buyer** by **ARCO** shall, at the point of delivery to **Buyer**, meet the specifications for lead and phosphorus as required by the Regulations.

b) **Buyer** agrees that it will not cause or allow unleaded gasoline purchased from **ARCO** to be contaminated in any manner that will violate the lead and phosphorus specifications of the Regulations.

c) **Buyer** agrees that **ARCO**, or its authorized representative, shall have the right to take samples of said unleaded gasoline and conduct or arrange for tests to determine compliance with said Regulations. If the unleaded gasoline exceeds the lead or phosphorus specifications of the Regulations, **Buyer** agrees that it will not sell such product as unleaded gasoline until such product meets the lead and phosphorus specifications of the Regulations.

**Product Hazards**

11. **Buyer** acknowledges that it is aware of hazards or risks in handling, storage, use and transportation of Product. **Buyer** will inform its employees, agents and contractors of any Product hazards or risks.

**Tetraethyl Lead Regulations**

12. **Buyer** shall sell any tetraethyl lead treated gasoline purchased under this Agreement in accordance with the rules and regulations now or hereafter issued by **ARCO's** suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof.

**Excused Performance**

13. **Buyer** shall not be obligated to order or accept deliveries if unable to operate **Buyer's** business by reason of fire, flood, war, civil commotions, strikes, blockades, or other causes beyond **Buyer's** control. **ARCO** shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquake, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workers or unions, or from any delay or failure in delivery when the supplies of **ARCO**, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to **ARCO**, are impaired by causes beyond **ARCO's** control, or by failure or shortage of raw materials necessary to the manufacture of the Product to be supplied hereunder, or by the order, requisition or request of any governmental agency or acting governmental authority or **ARCO's** compliance therewith or by governmental proration or regulation, or from any other delay or failure due to any causes beyond **ARCO's** control, similar or dissimilar to any such causes. In the event of any of the aforementioned contingencies, **ARCO** may allocate its available supply of Product among its customers or itself in such manner and at such time as it may at its sole discretion determine. During the continuance of any such contingency, the obligations of **ARCO** and **Buyer** shall be suspended and proportionately abated.

**Notices**

14. Any notice required or permitted by or pertaining to this Agreement shall be in writing and, if to **Buyer**, shall be addressed to **Buyer** at the premises and, if to **ARCO**, to the address specified in the first paragraph of this Agreement. Any such notice shall be sent by prepaid, certified or registered mail and shall be deemed to have been delivered, whether or not received, on the third business day after the date of mailing. In lieu of such mailing, such notice may be personally served upon **Buyer**.

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Default

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15. Without in any way limiting the definition of a default under this Agreement, the occurrence of any of the following events shall constitute a default except where prohibited by law: (a) **Buyer** fail to pay any sums due **ARCO**, including sums due for Product in accordance with the terms of Agreement; (b) **Buyer** shall fail to order and accept in any monthly period the "Total Monthly Minimum" quantity as set forth in the quantity provision of this agreement; (c) **Buyer** shall fail to order and accept in any quarterly period the "Total Quarterly Minimum" quantity as set forth in the quantity provision of this Agreement and shall fail to correct such default as set forth in paragraph 16; (d) willful adulteration, mislabeling, or mishandling of Product or other trademark violations by **Buyer**, or contamination of Product by **Buyer**; or addition to Product by **Buyer** of any ingredient without **ARCO's** prior written consent; (e) **Buyer** shall become or be adjudicated insolvent or bankrupt, or a receiver or trustee shall be appointed for **Buyer** or its property or a petition for reorganization or arrangement under any bankruptcy or insolvency law shall be approved, or an assignment shall be made for the benefit of **Buyer's** creditors, or **Buyer** shall file a voluntary petition in bankruptcy or a petition or answer seeking to take advantage of any insolvency or bankruptcy law or shall otherwise admit insolvency or bankruptcy or shall consent to the appointment of a receiver or trustee; (f) fraud or criminal misconduct by **Buyer** relevant to the operation of the premises to which delivery of Product is made or conviction of **Buyer** of any felony involving moral turpitude; (g) knowing failure of **Buyer** to comply with federal, state or local laws or regulations relevant to the operation of the premises to which delivery of Product is made.

Termination

16. In the event that **Buyer** fails to purchase the "Total Quarterly Minimum" quantity as set forth in the quantity provisions of this Agreement and fails, after receipt of written notice of such failure, to purchase that quarterly minimum quantity in addition to the "Total Monthly Minimum" quantity for the next succeeding month by the last day of the next succeeding month following the quarter in which such failure occurred, **ARCO** may terminate this Agreement by written notice to **Buyer**.

In addition to any other rights **ARCO** may have at law or in equity, for a default described at 15a, **ARCO** shall have the right to terminate this Agreement by giving **Buyer** not less than five (5) days prior written notice of termination.

In addition to any other rights **ARCO** may have at law or in equity, for defaults described at 15c, 15a, 15e, 15f, or 15g, **ARCO** shall have the right to terminate this Agreement.

In the event of breach by either party of any of the other terms of this Agreement and failure to correct the same within fifteen (15) days after written notice thereof, the other party hereto may terminate this Agreement by written notice to the defaulting party.

Leak  
Prevention  
And  
Detection

17. **Buyer** agrees that with respect to all underground storage tanks and related equipment located on the premises, **Buyer** shall do the following: (a) Have and maintain properly calibrated tank sticking device. (b) Gauge tanks daily for inventory loss and weekly for any water gain. (c) Verify inventory daily with stick readings to the nearest  $\frac{1}{8}$ ", by meter readings and a reconciliation of opening and closing inventory levels. If a variation exists, **Buyer** shall immediately investigate to determine the tightness of the product storage and supply system and make all necessary repairs and replacements prior to placing the equipment back into service. **Buyer** agrees to maintain on the premises records of such daily inventory verification for a period of not less than twelve months. (d) Keep fill caps tight. (e) Keep fill boxes free of dirt, ice and snow. (f) Immediately remove any water in excess of one inch (1") in any product storage tank. (g) Immediately investigate any leak detector activation and if a leak exists, make all necessary repairs and replacements of the faulty product piping. **Buyer** covenants and agrees to indemnify, hold harmless and defend **ARCO** from and against all claims, losses and damages for personal injury or death or damage to property, cleanup costs and fines not caused by **ARCO's** negligence. In addition, **Buyer's** failure to comply with the provisions hereof concerning underground storage tanks and related equipment shall constitute grounds for termination of the Agreement.

Assignment

18. This Agreement, and any amendment or supplements thereto, shall not be assignable by **Buyer**, either voluntarily in whole or in part, including by incorporation or by operation of law, and shall not become an asset in any bankruptcy, estate, receivership or guardianship proceedings.

**Market Withdrawal**

19. Buyer hereby acknowledges execution hereof without reliance upon any representations, warranties, promises or assurances other than those contained herein. It is further understood and agreed that there are no other agreements, written or oral, by and between the parties hereto whereby ARCO agrees to sell to Buyer or Buyer agrees to purchase from ARCO any Product to be delivered to the premises referred to herein for resale therefrom. This Agreement may not be modified or amended except by written instrument executed by both parties.

20. In addition to any other rights of termination that ARCO may have at law or in equity, pursuant to the provisions of the Petroleum Marketing Practices Act, 15 U.S.C. §2801 *et seq*, as may be amended from time to time, ARCO shall have the right to terminate this Agreement, upon giving not less than one hundred eighty (180) days prior written notice, in the event that ARCO makes a determination, in good faith and in the normal course of business, to withdraw from the marketing of motor fuel through retail outlets in the relevant geographic market area in which the premises are located.

**General Provisions**

21. A waiver of any default hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent default, whether of the same or of a different provision of this Agreement.

Notwithstanding any other provision of this Agreement, upon not less than fifteen (15) days prior written notice to Buyer, ARCO, in its sole discretion, shall have the right to discontinue the manufacture or sale of any Product. In such event, this Agreement shall terminate as to any Product so discontinued, but shall remain effective for all other purposes.

Buyer shall comply with all applicable governmental laws and regulations and Buyer shall secure all necessary licenses and permits and all renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property and the conduct of business on the premises, and shall pay all taxes, imposts and charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall provide ARCO promptly with the written consents to this Agreement of the owner and of all holders of liens secured by said premises, confirming ARCO's title to and right of removal of the equipment and other property provided or loaned by ARCO and, in the event of any subsequent sale of the premises or subsequent entry of a lien, shall provide ARCO with similar consents from such subsequent owners or lien holders.

Buyer agrees that it shall at all times operate the premises to which delivery of Product is made in strict accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including, without limiting the foregoing, all such laws, ordinances, rules and regulations pertaining to water and air pollution, hazardous waste handling, vapor recovery and vapor recovery equipment, inventory control and leak detection, handling, use, storage, sale and distribution of gasolines, including leaded and unleaded gasolines and other flammable liquids. Buyer represents and warrants that as of the date hereof, Buyer is in compliance with all leases, contracts and agreements affecting the premises and Buyer's use and possession of the premises.

Buyer further agrees to comply with the lawful directives and orders of public officials administering such laws and ordinances, including, without limiting the foregoing, directives and orders pertaining to the use of or the business conducted at the premises to which delivery of Product is made and the display of advertising, sales promotion and other point of purchase materials.

In the event that ARCO becomes liable for payment of any charges or fines arising out of Buyer's noncompliance with any governmental laws or regulations or Buyer's failure to secure any necessary licenses or permits or renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property or the conduct of business on the premises or Buyer's failure to pay any taxes, imposts or charges imposed by any governmental authority, ARCO shall have the right to charge Buyer the amount of any such charge or fine paid by ARCO.



**Signs, Sign Poles And Graphics**

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22. ARCO, reserving the right of addition, change and substitution, may lend to Buyer signs, poles and graphics that are or shall be owned by ARCO and installed at the above premises. These signs, poles and graphics shall remain the property of ARCO and removable at any time by ARCO as trade fixtures, but Buyer shall not remove or permit to be removed from the place of installation. ARCO shall be responsible for maintaining the signs, sign poles and graphics but the Buyer shall be responsible for damage or loss to the signs, sign poles and graphics.

Upon termination or non-renewal of this Agreement for any reason, ARCO shall have the right and Buyer shall permit ARCO to enter upon the premises, with or without legal process, and remove all or any of ARCO's property at the premises.

At its election, ARCO may keep its property in place for a reasonable time after termination or non-renewal of this Agreement to negotiate for its sale or other disposition.

**Relationship of Parties**

23. Neither Buyer nor any of its employees shall hold itself out at any time as an agent, representative, partner, joint venturer or employee of ARCO. Buyer shall have no authority, right or power to, and shall not bind nor obligate ARCO in any way, manner or thing whatsoever, nor shall Buyer represent that it has any right or power to do so. Buyer shall undertake all obligations herein described as an independent contractor and shall exercise and be responsible for the exclusive control of the premises and all activities conducted therein and therefrom. Buyer shall conduct all business in all Product purchased from ARCO in Buyer's name, conspicuously displaying Buyer's name on the premises as owner and/or operator of the premises.

**Prior Agreements**

24. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to Buyer at the premises for resale therefrom.

**Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.**

This Agreement is not binding until executed by Buyer and by an authorized officer or manager of ARCO.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Buyer: Armour Oil Company #1 ARCO Petroleum Products Company  
Division of Atlantic Richfield Company

[Signature] By: [Signature]  
Roger L. Nelson

Date 10/17/83

Title: Manager, Contract Dealer Acquisitions

**Consent and Confirmation**

Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distraint, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness: \_\_\_\_\_ Party in interest to property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Station Sales manager <b>R. L. Nelsen</b>		Region manager <b>J. D. Kowal</b>		Customer identification number <b>0531079</b>	Facility number <b>90756</b>
Region <b>San Francisco</b>		District		Retail sales manager	Proposal date <b>5/15/84</b>
Customer name (indicate sole proprietor, partnership, corporation and state of incorporation) <b>Armour Oil Company #1</b>				Retail representative	Retail price zone Gas: <b>07415</b> Diesel:
Facility address (street, city, state, zip code; also show corner designation, i.e., NE, SW, etc.) <b>4191 1st Street, Pleasanton, California 94566</b>				<b>FILE</b>	
Purpose of Proposal:		<input type="checkbox"/> New account <input type="checkbox"/> Dealer change			
Property Ownership Status:		<input checked="" type="checkbox"/> Owned in fee <input type="checkbox"/> Leased		If leased, indicate expiration date:	

Fuel storage capacity	Product		Number of tanks	Tank capacity	Tank capacity	Type of signs, sign poles, and graphics loaned:
	Regular	Unleaded				
Total storage	Regular		2	12,000	24,000	
	Unleaded		1	12,000	12,000	
	Premium		1	12,000	12,000	
					<b>48,000</b>	
			Existing Customer		New Customer	

Current contract dealer agreement(s) <input checked="" type="checkbox"/> Gasoline — Term: From <u>10/17/83</u> Exp. <u>10/16/84</u> <input type="checkbox"/> Diesel fuel — Term: From _____ Exp. _____	Current supplier: <input type="checkbox"/> Gasoline — Term: From _____ Exp. _____ <input type="checkbox"/> Diesel fuel — Term: From _____ Exp. _____
--	--

Verified Annual History (12 months preceding proposal)			Estimated Volume Requirements		
	Gasoline	Diesel		Gasoline	Diesel
January '84	218,116	152,682	January	200,000	
February	226,013	158,210	February		
March	244,816	171,372	March		
April	203,253	145,278	April		
May	185,000	129,500	May		
June	185,000	129,500	June		
July	185,000	129,500	July		
August	185,000	129,500	August		
September	185,000	129,500	September		
October '83	51,781	36,247	October		
November	227,572	159,301	November		
December	227,522	159,266	December	200,000	
Total	2,324,073	1,626,852	Total	2,400,000	

Proposed term of contract dealer agreement(s)  
 Gasoline agreement — From 10/16/84 to 10/16/87  
 Diesel fuel agreement — From \_\_\_\_\_ to \_\_\_\_\_

Loaned equipment to be sold prior to renewal (use reverse side if required) <b>N/A</b>	Competitive offers of assistance, if any (specify) <b>N/A</b> <small>(attach details and documentation)</small>
---	---

Remarks  
**Mailing Address: Armour Oil**  
**P.O. Box 85302**  
**San Diego, CA. 92138-5302**

Signature <i>[Signature]</i>	Service station sales manager	Region manager <b>J. D. Kowal</b>	Retail sales manager	Vice pres., retail marketing
---------------------------------	-------------------------------	--------------------------------------	----------------------	------------------------------

of 6

This Agreement is made as of the 12<sup>th</sup> day of October, 19 84, between **ARCO Petroleum Products Company** (a division of Atlantic Richfield Company-incorporated in Pennsylvania) with an office at 2000 Alameda de las Pulgas, San Mateo, CA 94403

*Aug 3D*

hereinafter referred to as "ARCO", and ARMOUR OIL COMPANY #1 hereinafter referred to as "Buyer" with delivery premises at 4191 1st Street, Pleasanton, CA 94566 (herein called "premises").

WITNESSETH:

With respect to such petroleum product motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as **Buyer** may purchase and receive from **ARCO** and **ARCO** may sell and deliver to **Buyer** hereunder during the term hereof, it is agreed that the following terms and conditions shall apply:

**Term** 1. This Agreement shall commence at 10:00 a.m. on the 16th day of October, 19 84, and shall terminate at 10:00 a.m. on the 1st day of November, 19 87. Notwithstanding the foregoing, in the event of the expiration or termination of **Buyer's** right of possession of the premises to which delivery of Product hereunder is to be made before the end of the term hereof, this Agreement shall automatically terminate concurrently with the expiration or termination of **Buyer's** right of possession of the premises.

**Delivery** 2. **ARCO** agrees to deliver Product sold hereunder to **Buyer's** premises by such method of delivery, and in such minimum quantities per single delivery, as **ARCO** shall elect. **Buyer** agrees that, at all times during the term hereof, **Buyer** will have available on said premises storage facilities into which said Product may be delivered which shall conform with all laws and governmental regulations and which shall be in such capacity as to be able to receive such quantities of Product as **ARCO** shall prescribe as minimum deliverable quantities.

**Quantity** 3. During the term hereof, **ARCO** agrees to sell and deliver to **Buyer** for resale from said premises, and **Buyer** agrees to purchase and receive from **ARCO** the minimum monthly quantity and minimum quarterly quantity of **ARCO's** Product as set forth below:

Quarterly Period 1		
	Minimum	Maximum
January	152,682	218,116
February	158,210	226,013
March	171,372	244,816
<b>Total quarterly minimum</b>	<b>482,264</b>	<b>gallons</b>

Quarterly Period 2		
	Minimum	Maximum
April	142,278	203,253
May	129,500	185,000
June	129,500	185,000
<b>Total quarterly minimum</b>	<b>401,278</b>	<b>gallons</b>

Quarterly Period 3		
	Minimum	Maximum
July	129,500	185,000
August	129,500	185,000
September	129,500	185,000
<b>Total quarterly minimum</b>	<b>388,500</b>	<b>gallons</b>

Quarterly Period 4		
	Minimum	Maximum
October	36,247	51,781
November	159,301	227,572
December	159,852	227,522
<b>Total quarterly minimum</b>	<b>355,401</b>	<b>gallons</b>

**Total annual minimum** 1,627,443 gallons

**Signs, Sign Poles And Graphics**

6 of 6

22. ARCO, reserving the right of addition, change and substitution, may lend to Buyer signs, sign poles and graphics that are or shall be owned by ARCO and installed at the above premises which shall remain the property of ARCO and removable at any time by ARCO as trade fixtures, but which Buyer shall not remove or permit to be removed from the place of installation. ARCO shall be responsible for maintaining the signs, sign poles and graphics but the Buyer shall be responsible for damage or loss to the signs, sign poles and graphics.

Upon termination or non-renewal of this Agreement for any reason, ARCO shall have the right and Buyer shall permit ARCO to enter upon the premises, with or without legal process, and remove all or any of ARCO's property at the premises.

At its election, ARCO may keep its property in place for a reasonable time after termination or non-renewal of this Agreement to negotiate for its sale or other disposition.

**Relationship of Parties**

23. Neither Buyer nor any of its employees shall hold itself out at any time as an agent, representative, partner, joint venturer or employee of ARCO. Buyer shall have no authority, right or power to, and shall not bind nor obligate ARCO in any way, manner or thing whatsoever, nor shall Buyer represent that it has any right or power to do so. Buyer shall undertake all obligations herein described as an independent contractor and shall exercise and be responsible for the exclusive control of the premises and all activities conducted therein and therefrom. Buyer shall conduct all business in all Product purchased from ARCO in Buyer's name, conspicuously displaying Buyer's name on the premises as owner and/or operator of the premises.

**Prior Agreements**

24. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to Buyer at the premises for resale therefrom.

**Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.**

*This Agreement is not binding until executed by Buyer and by an authorized officer or manager of ARCO.*

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Buyer: [Signature] Title: VP  
ARCO Petroleum Products Company  
Division of AtlanticRichfield Company

[Signature] Armour Oil Company #1  
Date 10/12/84

[Signature]  
J. D. Kowal

Title: \_\_\_\_\_ Region \_\_\_\_\_ Manager \_\_\_\_\_

**Consent and Confirmation**

Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distraint, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Witness: \_\_\_\_\_ Party in interest to property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARCO Petroleum Products Company  
2000 Alameda de las Pulgas  
Mailing Address: Box 5811  
San Mateo, California 94402  
Telephone 415 571 2400

February 24, 1986

FAC90755-L102

S D ARMOUR OIL CO #1  
P O BOX 85302  
SAN DIEGO CA

92138

Dear ARCO customer:

Federal law and the U. S. Environmental Protection Agency (EPA) regulation have set forth some rules which require certain owners of underground storage tanks to submit notices, as specified, to designated state agencies or departments for each underground tank they own. The purpose of the notification program is to assist EPA and the States in locating and evaluating underground storage tanks. The specifics of these rules are contained in the Federal Register, Volume 50, Number 217, dated November 8, 1985. The rules include the following provisions:

1. Owners of certain underground tanks used to store petroleum or hazardous substances on or after November 8, 1984 must notify designated State or local agencies of the existence of their tanks by May 8, 1986. Owners who bring tanks into use after May 8, 1986, must notify within 30 days.
2. Owners of certain underground tanks used to store petroleum or hazardous substances that were taken out of operation after January 1, 1974 must also be reported unless they were removed from the ground.
3. As appropriate, the notifications must include the age, size, location, the name of the substance stored, and the type of tank.
4. Sellers of petroleum and hazardous substances to be deposited in underground storage tanks must "reasonably notify" the owner or operator of the underground storage tanks of their obligation to register their underground storage tanks.

This letter is being sent to you in response to the requirement that ARCO, as a seller of regulated substances which are to be deposited, inform its customers of their responsibility to register

Page 2

their underground storage tanks. If you should resell a regulated substance to be deposited in an underground tank, you also have an obligation to inform your customers of their notification responsibility.

Although this notification program is mandated by Federal law, the States have been given the responsibility to implement their own notification programs. All notifications are to be submitted to the designated state agencies. We have attached a listing of the designated state agencies and advise you to contact the agency in your state for further information regarding compliance with state programs. We have also enclosed a copy of the notification form developed by EPA. The States may develop more comprehensive forms which might require additional information.

An underground storage tank that has already been registered in California meets the federal notification requirements for tank owners and no further action is required.

Sincerely,



S. H. Schrader  
Region Manager

Attachments

This Agreement is made February 25, 1988, between ARCO Petroleum Products Company (a division of ATLANTIC RICHFIELD COMPANY — incorporated in Pennsylvania, hereinafter referred to as "ARCO" with an office located at the address set forth in PART I, and San Diego Armour Oil Company #1 hereinafter referred to as "Buyer" with delivery premises located at the address set forth in PART I (herein called "premises").

With respect to such ARCO branded motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as Buyer may purchase and receive from ARCO and ARCO may sell and deliver to Buyer hereunder during the term hereof, in consideration of the mutual covenants and promises contained in PARTS I and II hereof, each of the parties agrees as follows:

**PART I**

This PART I contains specific terms which relate to the general terms and conditions set forth in PART II. Except for the addresses shown immediately below, which relate to the first sentence of this Agreement, Paragraph references in PART I relate to Paragraphs of PART II.

**PART II**

**Paragraph**

ARCO's office located at: 2000 Alameda de las Pulgas, San Mateo, CA 94403

Premises located at:  
4191 First Street  
 (complete address by street number, including, where applicable, designation of corner)  
 in the City of Pleasanton, County of Alameda  
City or Town  
 State of California Zip Code 94566

- The term of this Agreement shall begin at 10:00 a.m. on the 1st day of November, 1987, (the "Commencement Date") and end at 10:00 a.m. on the 1st day of November, 1990.
- Minimum Annual Quantity: 1,411,556 gallons of Product.  
 Quarterly and Monthly Minimum Quantities of Product:

Quarterly Period 1		Quarterly Period 2		Quarterly Period 3		Quarterly Period 4	
	Minimum		Minimum		Minimum		Minimum
January	<u>128,239</u>	April	<u>121,128</u>	July	<u>120,278</u>	October	<u>115,603</u>
February	<u>116,265</u>	May	<u>120,003</u>	August	<u>126,409</u>	November	<u>114,697</u>
March	<u>72,508</u>	June	<u>132,657</u>	September	<u>126,139</u>	December	<u>117,630</u>
Quarterly Total	<u>317,012</u>	Quarterly Total	<u>373,788</u>	Quarterly Total	<u>372,826</u>	Quarterly Total	<u>347,930</u>

**Prior Agreements**

22. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to **Buyer** at the premises for resale therefrom.


**Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.**

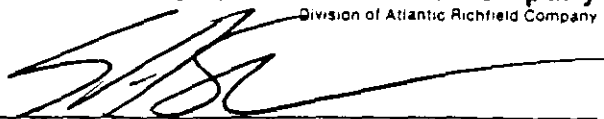
This Agreement is not binding until executed by **Buyer** and by an authorized officer or manager of **ARCO**.

IN WITNESS WHEREOF the parties have executed this Agreement.

WITNESS

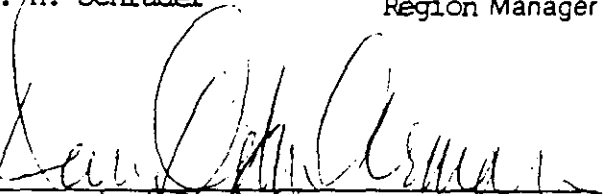
**ARCO Petroleum Products Company**  
Division of Atlantic Richfield Company

  
\_\_\_\_\_

By:   
S. H. Schrader Region Manager

WITNESS

\_\_\_\_\_

  
Date San Diego Armour Oil Co. #1 Buyer  
Title: \_\_\_\_\_

**Consent and Confirmation** Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Party in interest to premises/property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ARCO Petroleum Products Company  
400 South El Camino Real  
Mailing Address: Box 5811  
San Mateo, California 94402  
Telephone 415 348 8600



October 17, 1983  
(Date)  
Armour Oil Company #1  
(Dealer's Name)  
4191 1st Street  
(Facility Address)  
Pleasanton, CA. 94566  
(City State Zip)

SS# 90756

Dear Dealer:

There are increasing requirements being developed by local, state and federal agencies designed to better control quality of air, water and the environment. Some of these regulations establishing such requirements at the service station level have already been adopted with fixed compliance dates. Others are in the formative stage both as to the regulation and the compliance date.

These regulations cover, but are not limited to, the use of submerged fill pipes in underground tanks, control of vapors resulting from filling motor vehicle gasoline tanks, restrictions on waste water disposal and occupational safety and health requirements.

We suggest that you may want to consult the appropriate regulatory agencies, local, state and federal, for specific information concerning existing and proposed regulations affecting your service station since it is your responsibility to meet these requirements.


Very truly yours,

ARCO PETROLEUM PRODUCTS COMPANY,  
A division of Atlantic Richfield Company

By: 

L. D. Murphy Region Manager

RECEIPT ACKNOWLEDGED THIS 17<sup>th</sup> DAY OF October, 1983

  
(Dealers Signature)  
Armour Oil Company

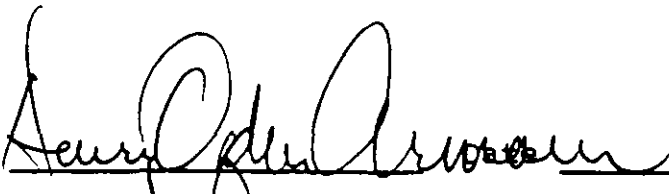
Atlantic Richfield Company

400 South El Camino Real

San Mateo, California 94402-0811

ATTENTION: L. D. Murphy

I have received and read Atlantic Richfield Company's  
booklet A Statement to Our Dealers on Resale Prices.  
I understand that I am free to establish whatever resale  
prices I feel appropriate.

Dealer Signature  10/17/83

Print Dealer Name Armour Oil Company, SS# 90756

Station Address 4191 1st Street

Pleasanton, California 94566



Date: FEBRUARY 18, 1988

Subject: DEALER CHANGE/LEASE RENEWAL/CONVERSION/ASSIGNMENT/  
PERMANENTLY CLOSED/SITE ACQUISITION

From/Location: M. A. SNOW SFO REGION

To/Location: FIELD ENGINEER R. L. KNUTSON  
 MAINTENANCE SUPERVISOR M. D. McDONALD  
 J. A. BARIA LAURIE POWERS - MG BOOKKEEPING  
 LEE ELLEN COLE CPS-250 M. J. SANTA MARIA  
 T. A. CRISCIONE K. M. SCHULTHEIS  
 VICKIE ELLIS AP-1881 H. J. SHEETZ  
 T. J. ERNANI P. H. SHOEMAKER  
 T. J. FITCH AP-6-109 ADMINISTRATIVE ASSISTANTS

Please be advised that the following changes have been made at the service station listed below:

CIRCLE ONE: DEALER CHANGE/LEASE RENEWAL/CONVERSION/ASSIGNMENT/  
PERMANENTLY CLOSED/SITE ACQUISITION/OTHER: \_\_\_\_\_

1. SS #: 90756 TELEPHONE: 415/462-1365
2. ACCOUNT NUMBER: 0531079
3. ADDRESS: 4191-1st STREET, PLEASANTON, CA 94566
4. OUTGOING DEALER: SAN DIEGO ARMOUR OIL COMPANY #1
5. INCOMING DEALER: ---
6. TYPE OF PREMISES LEASE: FROM: APPC-38-A (10/81)  
TO: ---
7. TYPE OF MINI-MARKET LEASE: FROM: ---  
TO: ---
8. EFFECTIVE DATE: ---
9. PRICE ZONE: 7415
10. DATE CLOSED: 12/31/87
11. SALES REPRESENTATIVE: PHIL WRIGHT

# ARMOUR OIL COMPANY

February 18, 1988

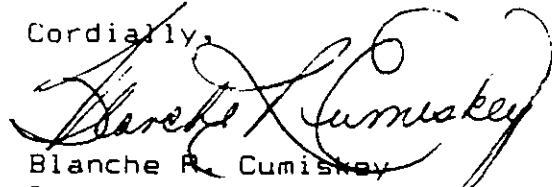
Ms. Michele D. McDonald  
ARCO Petroleum Products Company  
Box 5811  
San Mateo, CA 94402

Dear Ms. McDonald:

Enclosed please find the executed documents that you requested on our Facility #90736 located at 4191 First Avenue, Pleasanton, California. Armour Oil Company stopped operating this location on December 13, 1987. The property was sold to Union Oil Company on February 9, 1988.

If you have further questions, please feel free to call me.

Cordially,



Blanche R. Cumiskey  
Secretary

RECEIVED  
SAN FRANCISCO REGION

11/9/94

directory assistance 12/15/94

3540 - Armour Oil Company  
- 3500 Estudillo St  
S.D.

① O.B. Armour - trucking 619-291-1000  
(O. "Byron" Armour?) "Balboa Assoc." 3540 Est  
Balboa + Assoc

② San Diego Armour Oil Company  
Byron Armour - addressee for reports  
O.B. Armour } emergency contacts on UST  
H.O. Armour } reg forms 619-291-1000

~~3540 Estudillo St, S.D.~~

Harry Ogden Armour - signed HMMVT 8/22/84

Mike Whelan -

① ARCO cards accepted? Don't know

②

Balboa Assoc.  
P.O. 85302  
S.D., CA 92186  
S.D.

- NEED:
- ① copy of specific contract
  - ② " " 38A contract
  - ③ operation manual?
  - ④ ARCO cards accepted?
  - ⑤ Tank reg forms
  - ⑥

ARMOUR / ARCO / UNOCAL

1/24/95

Armour indep dependent dealer  
Arco supplier

45 days

- PMPA "governs" these contracts

DA's office does not agree with ARCO's  
standing that PMPA - issue was referred  
during lawsuit with as concession

- Requests Unocal / ARCO assist in tracking  
down ARMOUR Oil

o ARCO oil states no relationship / <sup>control</sup> beyond  
supplying fuel and lease termination  
clauses

J. Kaiser "Did Arco even assume control of USTs to  
enable delivery of fuel?"

ideas

Armour Oil

Unocal post sale responsibilities

- Armour removed
- Unocal installed

- because Armour was in contact w/ RWQCB  
Unocal "assumed" Armour was handling case

## CHAIN OF OWNERSHIP

- ① Buford Hall
- ② Vernon G. Dickmann 7-16-75
- ③ Armour Oil Co. of S.D. 9-29-80
- ④ Unocal 2-8-88  
Lawyers Title Ins. Corp. 2-8-88

## SPILL HISTORY

- Gas 'n' Save 11/8/82 - PFD inspector discovered "approx. 9 galts of gasoline in base sand area directly below pump island."
- Gas 'n' Save 11/22/82 - PFD found "100 gallons of gasoline welling from an underground storage tank and ~~catching~~ <sup>collecting</sup> in a nearby parking lot."
- ARCO** 2/20/84 - PFD responded as a result of ~30 gal of gasoline spilled from pump #12 due to a "possible break in the underground piping next to pump."

ARCO 1/7/85 - PFD received report that two regular USTs serviced that morning with "possible" spill with rain water flowing towards drain @ NE property and

ARCO 2/8/85 - PFD and Fish and Game respond to a gasoline spill from USTs; thought to be an overflow, that made it way to an off-site storm drain and into the Arroyo del Valle (which flows into Alameda Creek)

### ~~ENVIRONMENTAL INVESTIGATIONS~~

6/30/87 under contract to ARMOUR OIL

- o AES emplaced 3 soil borings to depths ranging from 46-55' BG
- o subjective evidence of soil contamination in each boring from 5' to total depth
- o up to ~~1200 ppm TPH~~

~~50 ppm TPH~~  
~~200 ppm TPH~~



8-21-87 Armour Oil contract ACS for additional boring  
o single boring drilled to 66.5' BG  
o up to ~~1500 ppm TPH @ 35' BG~~  
~~1500 ppm TPH @ 35' BG~~

10/22/87 ACS w.p. for: ① UST closures ② sampling  
③ UST replacement w/ dbl wall USTs  
④ construction of 3 wells

∴ Report of well installation never submitted to any agency

12/10/87 UST closure application to PFD approved 12/11/87 by PFD

∴ Report of UST closure never submitted to any agency

undated (ACS report No. 87086-3 received directly from RCNA archives during 11/94)

- o water sampled from constructed wells:  
up to 24,000 ppb ~~TPH @~~  
~~2600 ppm benzene~~
- o fuel HCS in soil as deep as ~~55' BG~~  
~~390 ppm TPH @~~

Unocal  
4191 First St  
Pleasanton

Records of releases on:

- o 11-8-82 (Gas 'N' Save)
- o 11-22-82 (" " " )
- o 2-20-84 (Arco)
- o 1-7-85 (Arco)
- o 2-8-85 (" )

■ Armour Oil Company sold site to Unocal ~ May '88  
P.O. Box 85302, San Diego 92138-5302

■ Four (4) 10,000 USTs replaced with 2 x 12,000  
FRP USTs ~ late '87/early '88 - plans approved 12-11-87

1/4/87 Applied GeoSystems - subsurface environmental invest

- o Unocal contracted work prior to site purchase
- o Three (3) soil boring ~~drilled~~ -  
depth ranged from 46.5 - 55' in depth
- o Boring [B-1] drilled in the "inferred" GW  
flow direction (NW) from UST cluster and  
w/in 10' of same; [B-3] drilled NW  
of product lines
- o Subjective evidence of H/C contamination  
from 5' - total depth in each boring
- o Nine (9) soil samples collected / analyzed

Sample #	Depth	TPH - G	TPH - D	B	T	E	X
S-20-B1	20	<del>2.06</del>	NA	<del>1.32</del>	<del>1.26</del>	<del>1.17</del>	<del>1.23</del>
" 35 "	35	<del>2.06</del>	<del>1.32</del>	2.06			
" 45 "	45	9.36	NA	0.64			
S-25-B2	25	<del>58.81</del>	"	<del>1.32</del>	<del>1.26</del>	<del>1.17</del>	<del>1.23</del>
" 35 "	35	58.81	"	<del>1.32</del>	<del>1.26</del>	<del>1.17</del>	<del>1.23</del>
" 45 "	45	9.09	"	0.07			
S-10-B3	10	ND	"	ND			
" 30 "	30	7.72	"	<del>1.32</del>			
" 40 "	40	<del>1.32</del>	"	<del>1.32</del>	<del>1.26</del>	<del>1.17</del>	<del>1.23</del>

o BW expected to be 55-60' BG - none encountered

2/9/87 ACS - supplemental investigation report

- o contracted by Armour Oil (B-4)
- o One additional boring advanced next to existing B-1, but to greater depth (66.5')
- o ~~Did suspect that a diesel fuel~~  
source has affected underlying sediments
- o Armour Oil claims diesel fuel never sold at site since its construction in 1970s, suggesting either previous site use or off-site source

- o no GW encountered
- o AGS's initial plan was to either: 1) drill to first GW; or, 2) until two successive soil samples appeared to be subjectively "clean"
- o subjective evidence for HC contamination from S-SS' BG

sample #	depth	TPH-E	TPH-D	B	T	E	X
S-35-B4	35	<del>1.05</del>	<del>1.25</del>	1.4	0.6	0.5	4.4
" 65 "	65	0.45	ND	ND	ND	ND	ND

10/22/87 AGS - work plan

o Proposes:

- ① ~~replace USTs~~
- ② sample collection/analysis
- ③ replace USTs w/ double wall FRP steel USTs
- ④ lay piping in fibre trench ~~to connect these (3) wells~~

12/11/87 AGS - UST closure contingency plan

- o discusses soil sampling strategies, i.e., pit bottom, every 20 linear feet of piping

- o Need:
  - ① AGS report #87086-3
  - ② all others since 9/87
  - ③ UST closure report

# **Appendix F**

## **Cal-EPA Facility Inventory Data Base**

CAL/EPA  
FACILITY INVENTORY DATA BASE  
ZIP CODE LISTING - SORTED BY STREET NAME AND NUMBER

ZIP CODE: 94566

	REG BY	REG ID	SIC CODE	INVENTORY ID, COMMENTS, CONTACT PERSON NAME/NUMBER
AMADOR VALLEY BLVD (7840) DUBLIN 94566 EXXON R/S 7-0210		UTNKA	000028818	INV-ID 01-000725
BERNAL AND FOOTHILL RD (NO STREET NBR) PLEASANTON 94566 AHMANSON DEVELOPMENTS INC LAGUNA OAKS		STRMC	2 01S301425	INV-ID 01-003219
BERNAL AVE INDEPENDENCE DR (NO STREET NBR) PLEASANTON 94566 SHAPELL INDUSTRIES		STRMC	2 01S302148	INV-ID 01-003233
BLACK AVE (4444) PLEASANTON 94566 CARDEN WEST SCHOOL		FINDS	CAD983610346	INV-ID 01-004967
BOULDER ST (3400) PLEASANTON 94566 PLEASANTON READY MIX CONCRETE PLEASANTON READY MIX INC		AREMS UTNKA	3959 3531	INV-ID 01-002935
BUSCH RD (3000) PLEASANTON 94566 KAISER SAND & GRAVEL		LTNKA		INV-ID 01-000961
BUSCH RD (3200) PLEASANTON 94566 KIE-CON A DIVISION OF KIEWIT		UTNKA	00009492	INV-ID 01-002946
BUSH DR (3300) PLEASANTON 94566 KIEWIT PACIFIC CO., PLEASANTON		UTNKA	00009493	INV-ID 01-002947
CALIFORNIA #H AVE (57) PLEASANTON 94566 DIABLO AUTO BODY INC QUALITY AUTO CRAFT INC QUALITY AUTO CRAFT INC FIESTA BEVERAGE		AREMS AREMS ATEDS LTNKA	3894 4241 4241 4241	7532 7532 7532
CAMINO TASSAGARA RD (6100) PLEASANTON 94566 SAN RAMON VALLEY STATION #36		UTNKI		INV-ID 07-001047
CAMP PARKS (NO STREET NBR) PLEASANTON 94566 USARMY LAWRENCE		FINDS	CA9214022130	INV-ID 01-005047
CHESTNUT WAY (7812) PLEASANTON 94566 ABR ENTERPRISES		FINDS	CAD981672330	INV-ID 01-004882
COMMERCE CIR (2035) PLEASANTON 94566 NUCLEPORE CORPORATION		CALSI	01350112	35 INV-ID 01-004750
COMMERCE CIR (7043) PLEASANTON 94566 VALLEY CREST LANDSCAPE, INC.		UTNKI	00020240	INV-ID 01-002355
COMMERCE CIR (7088) PLEASANTON 94566 CLOROX CO		SA304		INV-ID 59-037613
COUNTRY CLUB CIR (707) PLEASANTON 94566 RESIDENCE CASTLEWOOD COUNTRY CLUB		UTNKA UTNKI	CAC000681 CAC000681	INV-ID 01-000419
DIVISION ST (746) PLEASANTON 94566 SAME AS ABOVE - PRIVATE HOME		UTNKA	00048715	INV-ID 01-002958
FOOTHILL RD (8015) PLEASANTON 94566 OAK TREE FARM		UTNKA	00015596	INV-ID 01-002950
HEARST DR (NO STREET NBR) PLEASANTON 94566 WESTBROOK DEVELOPMENT KOTTINGER RANCH		STRMC	2 01S301413	INV-ID 01-003218
HOPYARD RD (2771) PLEASANTON 94566 ONE HOUR MARTINIZING DRY CLEAN		AREMS	4072	7216 INV-ID 01-003660
HOPYARD RD (3059) PLEASANTON 94566 D & D CLEANERS D & D CLEANERS		AREMS ATEDS	4902 4902	7216 7216 INV-ID 01-003486
HOPYARD RD (3790) PLEASANTON 94566 HACIENDA SHELL		SA304		INV-ID 59-037671

CAL/EPA  
FACILITY INVENTORY DATA BASE  
ZIP CODE LISTING - SORTED BY STREET NAME AND NUMBER

ZIP CODE: 94566

	REG BY	REG ID	SIC CODE	INVENTORY ID, COMMENTS, CONTACT PERSON NAME/NUMBER
HOPYARD #5 RD (4855) PLEASANTON 94566 DRYCLEAN USA DRYCLEAN USA	AREMS ATEDS	4772 4772	7216 7216	INV-ID 01-003500
INT 580 & TASSAJARA RD (NO STREET NBR) PLEASANTON 94566 ALAMEDA CO JAIL SANTA RITA	FINDS	CAD980881130		INV-ID 01-004852
INTERSTATE 80 YUBA G (NO STREET NBR) PLEASANTON 94566 CISCO BUTTE SNO CAT SHED	UTNKA	00049383		INV-ID 31-001714
INTERSTATE580 & TASSAJERA RD (NO STREET NBR) PLEASANTON 94566 SANTA RITA REHABILITATION CENTER	CALSI	01920062	92	INV-ID 01-004798
JOHN ST (715) PLEASANTON 94566 ALAMEDA COUNTY MOSQUITO ABATE.	UTNKI	00038310		INV-ID 01-002358
JOHN ST ST (721) PLEASANTON 94566 ROOFING TRANSPORT INC	UTNKA	00007208		INV-ID 01-002943
JOHNSON DR (7176) PLEASANTON 94566 LAVWMA EXPORT	UTNKA	00031517		INV-ID 01-002954
JOHNSON DR (7240) PLEASANTON 94566 PACIFIC BELL PACIFIC BELL (PE-171)	AREMS UTNKA	2473 00016382	4813	INV-ID 01-002951
JOHNSON DR (7399) PLEASANTON 94566 DUBLIN SAN RAMON SERVICES DIST DUBLIN SAN RAMON SERVICES DIST DUBLIN SAN RAMON DUBLIN-SAN RAMON SERVICES DIST NPD,MAJ-DUBLIN SAN RAMON SD	AREMS ATEDS FINDS PCS SWRCB	1371 1371 CAD000852681 CAD000852681 2 019033001	9199 4952 4952 4952	INV-ID 01-003253 ROBERT SWANSON 4158464565 ROBERT SWANSON 5108464565
KOLL CENTER PKWY (6601) PLEASANTON 94566 RMC LONESTAR, SUNOL AGGREGATE PLANT #120 ATANK				INV-ID 59-017915 BRADD STATLEY 5104262279
KOLL CTR STE 335 PKWY (6654) PLEASANTON 94566 BERNAL CLEANERS	FINDS	CAD983669029		INV-ID 01-005019
KOLL CENTER PKWY (6654) PLEASANTON 94566 BERNAL CLEANERS	AREMS	5315	7216	INV-ID 01-003432
LAS POSITAS W. (4151) PLEASANTON 94566 FAIRLANDS SCHOOL	UTNKI	00053774		INV-ID 01-002359
LAS POSTIAS BLVD W. (5925) PLEASANTON 94566 BEN BOLT RADIO RELAY	UTNKA	00044042		INV-ID 09-000387
LAS POSITAS BLVD W. (5925) PLEASANTON 94566 LOMA PRIETA RADIO RELAY	UTNKA	00054595		INV-ID 43-012113
LAS POSITAS BLVD W. (5925) PLEASANTON 94566 CISCO BUTTE RADIO RELAY	UTNKA	00061515		INV-ID 31-001812
LAS POSITAS BLVD W. (5925) SAME 94566 ALISAL HILL RADIO RELAY WILLIAMS HILL RADIO RELAY	UTNKA UTNKA	00044606 00044607		INV-ID 27-002552
LAS POSITAS BLVD W. (5925) PLEASANTON 94566 BEAR MOUNTAIN RADIO RELAY	UTNKA	00044045		INV-ID 10-007298
LAS POSITAS BLVD W. (5925) PLEASANTON 94566 ECHO SUMMIT RADIO RELAY	UTNKA	00061521		INV-ID 09-000498
LAS POSITAS W. (5925) PLEASANTON 94566 FREMONT PEAK RADIO RELAY	UTNKA			INV-ID 01-002790
LYTLE CREEK (NO STREET NBR) LYTLE CREEK 94566 LYTLE CREEK RADIO RELAY	UTNKA	00054593		INV-ID 36-009134
MAIN ST (NO STREET NBR) 818 BMAIN STREET 94566 CITY OF PLEASANTON	STRMC	2 015302291		INV-ID 01-003235 5104269188

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REDONDO MESA RD (39300) RANCHO CALIFORNIA AT&T TEMECULA RADIO RELAY		UTNKA		INV-ID 33-006779
ROSEWOOD DRIV #2 (4211) PLEASANTON PANACHE CLEANERS PANACHE CLEANERS	AREMS	2910 ATEDS 2910	7216 7216	INV-ID 01-003667
RR 11450 FINLEY RD (NO STREET NBR) PLEASANTON WILLIAMS, VIRGIL C.		UTNKI		INV-ID 07-000937
Stanley Bouleva (1645) Pleasanton Industrial Asphalt		FINDS CAD983567835		INV-ID 01-004919
Sunol Boulevard (5555) Pleasanton Huls America		FINDS CAD983567991		INV-ID 01-004932
SANTA RITA RD (580) PLEASANTON SANTA RITA REHABILITATION FACIL		LTNKA 4086		INV-ID 01-001414
SANTA RITA RD (1755) PLEASANTON FOX PHOTO INC FOX PHOTO, INC.	HAZNT TPCE	CAL000076782 CAL000076782	7384	INV-ID 01-000068 TOUCHETTE, SHIRLEY 3142311575 MARK KRUG 8007597243
SANTA RITA RD (1809) PLEASANTON VALLEY PLAZA CLEANERS	ATEDS	4063	7216	INV-ID 01-005096
SANTA RITA RD (3120) PLEASANTON V I P CLEANERS LL	AREMS	4603	7216	INV-ID 01-003767
SANTA RITA RD (3200) PLEASANTON FIRE STATION NO. 3		UTNKA 00057624		INV-ID 01-002960
SANTA RITA RD (3876) PLEASANTON MASTER POOLS/EAST BAY		UTNKA 00012686		INV-ID 01-002949
SANTA RITA STE RD (6700) PLEASANTON ARROW CLEANERS ARROW CLEANERS	AREMS FINDS	6132 CAD983613696	7216	INV-ID 01-003409
SANTA RITA RD (6750) PLEASANTON SANTA RITA SHELL		UTNKA		INV-ID 01-002934
SCARLETT CT (6085) DUBLIN LEMOANE PROPERTY CHARLES LEMOINE		LTNKA 3730 UTNKI CAC002588		INV-ID 01-001010
SERPENTINE LANE (1075) PLEASANTON ALAMEDA INSTRUMENTS INC ALAMEDA INSTRUMENTS INC ALAMEDA INSTRUMENTS INC ALAMEDA INSTRUMENTS INC ALAMEDA INSTRUMENTS, INC.	FINDS HAZNT M1992 RCRIS TPCA	CAD982504896 CAD982504896 CAD982504896 CAD982504896 CAD982504896	3559	INV-ID 01-000111 BECKHAM DON FAC MGR 4154622900 MC CORMICK MARCHALL 4155551212 WILLIAM VLACH 5104622900
SPRING ST (120) PLEASANTON FINELINE PHOTOGRAPHY FINELINE PHOTOGRAPHY	HAZNT TPCE	CAL000112105 CAL000112105	7221	INV-ID 01-000079 DAVID COURTNEY 5104877997
STANLEY BLVD (544) PLEASANTON NPD-LONE STAR ELIOT QUARRY		SWRCB 2 019135001	1442	INV-ID 01-003262 5104631420
STANLEY BLVD (1544) PLEASANTON CENTRAL CONCRETE SUPPLY CO INC RMC LONESTAR ELIOT AGGREGATE	AREMS UTNKA	4616 CAD981642	3272	INV-ID 01-000684
STANLEY BLVD (1554) PLEASANTON CENTRAL CONCRETE SUPPLY CO INC		UTNKA CAPO00020		INV-ID 01-002585
STANLEY AVE (4086) PLEASANTON CHEVRON USA SS 9-5560 COSE REASON RESIDENCE		UTNKA CAC000538 UTNKI CAC000538		INV-ID 01-002354



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VILLAGE PKWY (7000) PLEASANTON 94566 RICH WATER INC	CALNF	01500095	50	INV-ID 01-004439
VILLAGE PKWY (7249) DUBLIN 94566 ARCO FAC# 498 ARCO FAC# 6041	UTNKA	CAL000009		INV-ID 01-000233
VINEYARD AVE (2512) PLEASANTON 94566 OLD EAST PLEASANTON	STRMI	2 01S003893	4952	INV-ID 59-019483 BOB MOLINARO 5108462042
VOMAC RD (7997) DUBLIN 94566 CHRISTIAN CENTER ELEMENTARY	FINDS	CAD980882005		INV-ID 01-004854
WILLOW RD (4770) PLEASANTON 94566 ALAMEDA NEWSPAPER GROUP TRI VALLEY HERALD	AREMS	4810	2752	INV-ID 01-002962
WYOMING ST (151) PLEASANTON 94566 CAN-AM PLUMBING	UTNKA	00001520		INV-ID 01-002936
WYOMING ST (176) PLEASANTON 94566 CENTRAL PETROLEUM MAINTENANCE	UTNKA	00010452		INV-ID 01-002948
618A MAIN ST (NO STREET NBR) PLEASANTON 94566 FAMILY CLEANERS	AREMS	4210	7216	INV-ID 01-003527
7N 4E SEC 35 (NO STREET NBR) HECTOR 94566 BESS RADIO RELAY	UTNKA	00044086		INV-ID 36-009008

# California Environmental Protection Agency

Air Resources Board • Department of Pesticide Regulation • Department of Toxic Substances Control • Integrated Waste Management Board  
Office of Environmental Health Hazard Assessment • State Water Resources Control Board • Regional Water Quality Control Boards

Pete Wilson  
Governor



RECEIVED  
FEB 10 1995

James M. Strock  
Secretary for Environmental Protection

December 1994

## FACILITY INVENTORY DATA BASE FACT SHEET

### Purpose

The Facility Inventory Data Base (FID) was created within the California Environmental Protection Agency (Cal/EPA) to facilitate the identification of complete environmental regulatory profiles for facilities. Currently, regulatory information on a given facility may exist in multiple sources located in multiple regulatory agencies at federal, state and local levels. Because these agencies may not routinely share facility information, it can be difficult to develop a complete regulatory profile for a facility.

### Function

The FID integrates facility information from many different regulatory sources by matching the facilities based on their location. When facility information is loaded into the FID, its county, street name and street number are compared to the same information from other regulatory sources. Facilities with the same location are then linked. Printouts from the FID list the facilities and cross-reference them to the regulatory sources which matched on the location criteria. Other facility information may include the regulatory ID number, standard industrial classification (SIC) code, contact person/telephone number and comments. More detail on a facility can be obtained by contacting the regulatory source for each cross-reference (contact information can be found in the table below).

### Use

When using the FID printouts to find information on a facility at a particular location, the following steps are recommended:

1. Find the street name first, then the street number. The facilities are listed in street name order, with the street number shown in parenthesis following the street name.
2. Check for duplicates. Due to some data anomalies, some street addresses are repeated. The information associated with these duplicates is not redundant, and should therefore be combined to obtain a more complete profile for the address in question.
3. Scan the list for possible occurrences of the address where the street name is spelled differently. Examples are the substitution of a single letter such as "q" for "g", and "s"



Name	Number of Records	Source and Contact Information	Description
AREMS	19,242	US EPA Office of Air (415) 744-1182 Cal/EPA Air Resources Board (916) 322-5716	Stationary source facilities in the federal Aerometric Information Retrieval System (AIRS) Facility Subsystem with emissions activities.
ARCPL	2,335	US EPA Office of Air (415) 744-1182 Cal/EPA Air Resources Board (916) 322-5716	Stationary source facilities in the federal AIRS Facility Subsystem with compliance and/or enforcement activities.
AG500	142	Cal/EPA Air Resources Board (916) 322-6021	Facilities in the Emissions Data System (EDS) which release greater than 500 tons of criteria pollutants per year.
AGT25	1,736	Cal/EPA Air Resources Board (916) 322-6021	Facilities in the Emissions Data System (EDS) which release greater than 25 tons of criteria pollutants per year.
A1025	1,761	Cal/EPA Air Resources Board (916) 322-6021	Facilities in the Emissions Data System (EDS) which release between 10 and 25 tons of criteria pollutants per year.
ATANK	1,902	Cal/EPA Water Resources Control Board (916) 227-4364	Facilities having aboveground petroleum storage tanks.
ATEDS	3,650	Cal/EPA Air Resources Board (916) 322-6021	Contains Sites specific air toxics emission data for facilities throughout California
CALSI	8,032	Cal/EPA Department of Toxic Substances Control (916) 323-3400	Contaminated or potentially contaminated hazardous waste sites listed in the Calsites data base (formerly known as ASPIS).
CALNF	18,488	Cal/EPA Department of Toxic Substances Control (916) 323-3400	Sites in the Calsites data base which have been identified as needing no further action.
CERCL	738	US EPA Office of Emergency and Remedial Response (703) 908-2066	Known and potential hazardous waste sites in the federal Superfund data base (CERCLIS).

Name	Number of Records	Source and Contact Information	Description
M1987	20,834	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1987.
M1988	24,359	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1988.
M1989	30,676	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1989.
M1990	34,236	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1990.
M1991	34,204	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1991.
M1992	36,386	Cal/EPA Department of Toxic Substances Control (916) 324-0658	Facilities which manifested hazardous waste offsite during 1992.
PCS	193	US EPA Office of Water (202) 260-8313	Facilities identified as major, which have had discharge monitoring reports filed with the Permit Compliance System.
RCRIE	2,840	Cal/EPA Department of Toxic Substances Control (916) 324-1809	Facilities within the Resource Conservation & Recovery Information System (RCRIS) which have an enforcement history. [RCRIS is maintained at both the state and federal level.]
RCRIP	505	Cal/EPA Department of Toxic Substances Control (916) 324-1809	Facilities within RCRIS that are subject to hazardous waste permitting requirements.
RCRIS	33,605	Cal/EPA Department of Toxic Substances Control (916) 324-1809	Federally regulated generators, transporters and treatment/storage/disposal facilities that are tracked by RCRIS.
SA302	859	CA Office of Emergency Services (916) 262-2868	Facilities which have reported the presence of extremely hazardous substances under SARA Title III Section 302.

Name	Number of Records	Source and Contact Information	Description
S1990	2,064	Cal/EPA Office of Environmental Health Hazard Assessment (916) 322-2793	Manufacturing facilities which filed the TRI in 1990.
S1991	1,906	Cal/EPA Office of Environmental Health Hazard Assessment (916) 322-2793	Manufacturing facilities which filed the TRI in 1991.
S1992	1,609	Cal/EPA Office of Environmental Health Hazard Assessment (916) 322-2793	Manufacturing facilities which filed the TRI in 1992.
TPPBR	357	Cal/EPA Department of Toxic Substances Control (916) 327-6110	Permit-by-rule facilities regulated under the tiered permitting program.
TPCA	515	Cal/EPA Department of Toxic Substances Control (916) 327-6110	Conditionally authorized facilities regulated under the tiered permitting program.
TPCE	1,896	Cal/EPA Department of Toxic Substances Control (916) 327-6110	Conditionally exempt facilities regulated under the tiered permitting program.
UTNKA	40,024	Cal/EPA Water Resources Control Board (916) 227-4400	Active underground storage tank locations.
UTNKI	11,245	Cal/EPA Water Resources Control Board (916) 227-4400	Inactive underground storage tank locations.
WB-LF	42	Cal/EPA Integrated Waste Management Board (916) 255-2460	Sanitary landfills which have evidence of groundwater contamination.
WDSE	630	Cal/EPA Water Resources Control Board (916) 657-1395	Facilities in the Waste Discharger System (WDS) with an enforcement history.