



Chevron

August 16, 1995

Chevron U.S.A. Products Company
6001 Bollinger Canyon Road
Building L
San Ramon, CA 94583
P.O. Box 5004
San Ramon, CA 94583-0804

Ms. Eva Chu
Alameda Co. Dept. of Environmental Health
1131 Harbor Bay Pkwy, 2nd Floor
Alameda, CA 94502-6577

Marketing – Northwest Region
Phone 510 842 9500

Re : Former Chevron Service Station 9-1723
9757 San Leandro St., Oakland, California

Dear Ms. Chu :

After receiving the City of Oakland Minor Encroachment Permit And Agreement, Chevron has decided not to install two off-site monitoring wells because of Condition 17, Part b. The whole purpose of installing two wells, one in the up-gradient direction and the other in the cross-gradient direction, was to determine if there were up- or cross- gradient sources contributing to the groundwater contamination at the above referenced site.

Groundwater Technology, Inc. (GTI) will not construct or install two monitoring wells, one on 98th Avenue and the other on San Leandro Blvd. GTI will not submit a revised work plan unless it is requested by your office.

For your information, enclosed is a copy of City of Oakland Minor Encroachment Permit And Agreement. If you have any questions or comments, please feel free to give me a call at (510) 842-8752.

Sincerely,
Chevron U.S.A. Products Co.

Kenneth Kan
Engineer

LKAN/91723R02

cc : Mr. Kevin Graves, RWQCB-San Francisco Bay Region
2101 Webster St., Suite 500, Oakland, CA 94612

Mr. Ron Hothem, Pacific American Management Co. (w/o enclosure)
369 Broadway, San Francisco, CA 94133

Mr. Jason Fedota, Groundwater Technology, Inc. (w/o enclosure)
1401 Halyard Dr., Suite 140, West Sacramento, CA 95691

Ms. Bette Owen, Chevron U.S.A. Products Co.

RECEIVED
ENVIRONMENTAL
95 AUG 18 PM 3:08

CITY OF OAKLAND



DEVELOPMENT SERVICES DEPARTMENT • 1330 BROADWAY • OAKLAND, CALIFORNIA 94612

August 1, 1995

TDD 839-6451

Mr. Kenneth Kan
Chevron U.S.A. Products Co.
P.O. Box 5004
San Ramon, CA 94583-0804

Dear Mr. Kan:

RE: MINOR ENCROACHMENT PERMIT FOR MONITORING WELLS IN SAN LEANDRO STREET AND 98TH AVENUE, OAKLAND

Enclosed are the Minor Encroachment Permit and Agreement and the Conditions For Granting a Minor Encroachment Permit allowing you to place two monitoring wells within the public right-of-way of San Leandro Street and 98th Avenue.

Before the permit will become effective, however, it must be signed by the person(s) having the legal authority to do so, properly notarized with notary acknowledgement slip(s) attached, and returned to this office to the attention of Roger Tam for recordation.

You must also obtain a street excavation permit from the Engineering Information Counter, 2nd Floor, 1330 Broadway, prior to the start of the proposed work in the City right-of-way. For questions regarding the street excavation permit, call the Engineering Information Counter at (510) 238-4777 between 8 a.m. and 4 p.m., Monday through Friday.

If you have any other questions regarding this minor encroachment permit, please call Roger Tam at (510) 238-2110.

Very truly yours,

KAY WINER
Director of Planning & Building

By

Philip A. Grubstick
PHILIP A. GRUBSTICK
Engineering Services Manager

Enclosures

RT:rt

file: sanandro.mw\covr-let(8)

NOTICE TO ALL APPLICANTS

PLEASE SIGN this instrument in the presence of a **NOTARY PUBLIC**.

Sign name(s) **EXACTLY** as you print or type your name(s) and title(s) in instrument (same spelling, match middle initial(s), etc.). Otherwise, it cannot be recorded.

If the benefiting property is owned by an individual, or individuals, all *deeded* owners must sign. If the benefiting property is owned by a corporation or a partnership, etc. the document must be signed by corporate officer(s) or authorized person(s) with the authority to execute such a document.

RETURN all originals to our office (to the attention of **ROGER TAM**, Office of Planning & Building, City of Oakland, 1330 Broadway, 2nd Floor, Oakland, CA 94612) for recordation. You may make copies for your files since the recorded document will **NOT** be mailed to you after it is recorded in the Office of Recorder, Alameda County, California.

NOTICE TO NOTARY PUBLIC

Please **DO NOT MAKE ANY** changes or any additions of any nature on this instrument. **PRINT** your name in notarization form and sign only in space provided.

Affix Notary Seal (do not place seal over any inked or colored portion; it will not be microfilmed and will be returned unrecorded, causing a delay in the transaction) onto an acknowledgement slip(s) only.

If document is signed in California:

You **MUST** attach a **FULL-PAGED** California All-Purpose Acknowledgement Slip(s), fill in all necessary information and check appropriate box(es).

For signers other than individuals (corporate officer, company representative, etc. you **MUST** check the appropriate box and fill in the name of entity signer(s) is (are) representing under "SIGNER IS REPRESENTING:" in the "CAPACITY CLAIMED BY SIGNER" Section.

City of Oakland
Director of Planning & Building
1330 Broadway, 2nd Floor
Oakland, CA 94612

When Recorded Mail to:
Director of Planning & Building
City of Oakland
1330 Broadway, 2nd Floor
Oakland, CA 94612

TAX ROLL PARCEL NUMBER
(ASSESSOR'S REFERENCE NUMBER)

MAP	BLOCK	PARCEL	SUB
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SPACE ABOVE FOR RECORDER'S USE ONLY

Address: San Leandro Street, Oakland

MINOR ENCROACHMENT PERMIT AND AGREEMENT

Chevron U.S.A. Products Company, a division of Chevron U.S.A., Inc. is hereby granted a Conditional Revocable Permit to encroach into the public right-of-way area of San Leandro Street and 98th Avenue, Oakland with two monitoring wells. The location of said encroachment shall be as delineated in Exhibit 'A' attached hereto and made a part hereof.

The permittee agrees to comply with and be bound by the conditions for granting an Encroachment Permit attached hereto and made a part hereof.

This agreement shall be binding upon the permittee described above, and their successors in interest thereof.

In witness whereof, I (we), the authorized representative(s) of Chevron U.S.A. Products Company, a division of Chevron U.S.A., Inc., have set my (our) signature(s) this _____ day of _____, 1995.

Name: _____
Title: _____

Name: _____
Title: _____

<-- Please attach California all-purpose acknowledgment slip here

BELOW FOR OFFICIAL USE ONLY

CITY OF OAKLAND

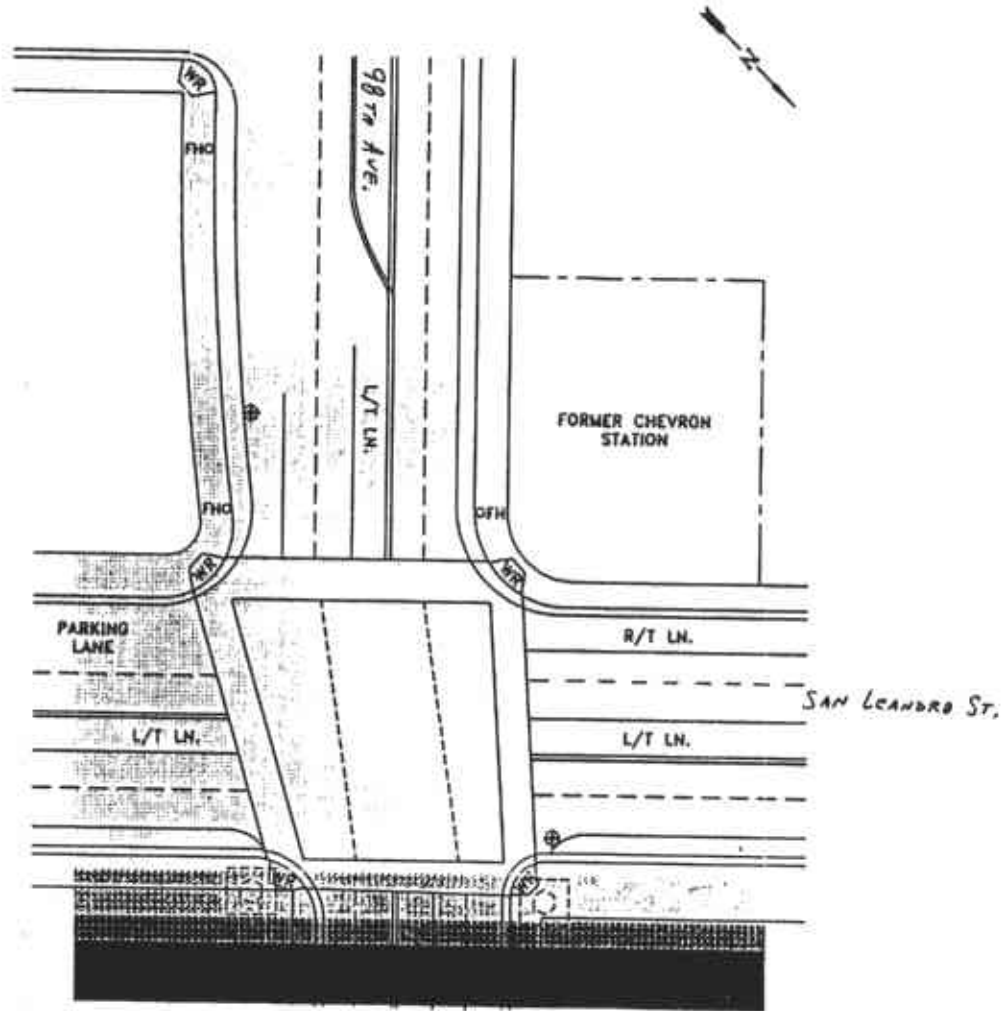
Dated _____

By: _____

CALVIN N. WONG
Deputy Director
Building Services

For
KAY WINER
Director of Planning & Building

RT:rt



LEGEND

- CITY OF OAKLAND "RIGHT-OF-WAY"
- SF BARTD "RIGHT-OF-WAY"
- SF BARTD "JOINT RIGHT-OF-WAY"
- UNION PACIFIC "RIGHT-OF-WAY"
- WR WHEELCHAIR RAMP
- FH FIRE HYDRANT
- ⊕ MONITORING WELL (PROPOSED)

EXHIBIT "A"

"RIGHTS-OF-WAY-MAP" 98TH AVE. & SAN LEANDRO ST.			
CLIENT:		CHEVRON	
LOCATION:		9757 SAN LEANDRO BLVD. OAKLAND, CA.	
FILE:	0080-ROW (1:480)	PROJECT NO.:	02070 0080
REV.:			
DES.:	DET.:	DATE:	FIGURE:
BIM	SWL	7/7/85	1
PUR.	PL/RO:		

TO: Chevron U.S.A. Products Company, a Division of Chevron U.S., Inc.

Address: P. O. Box 5004, San Ramon, CA 94583-0804

RE: Minor Encroachment Permit for Monitoring Well in San Leandro Street and 98th Avenue, Oakland

CONDITIONS FOR GRANTING A MINOR ENCROACHMENT PERMIT

1. That this permit shall be revocable at the pleasure of the Director of Planning & Building.
2. That the permittee, by the acceptance, either expressed or implied, of the minor encroachment permit hereby disclaims any right, title, or interest in or to any portion of the public sidewalk or street area, and agrees that said temporary use of said area does not constitute an abandonment on the part of the City of Oakland of any of its rights for street purposes and otherwise.
3. The permittee shall maintain in force and effect at all times that said encroachment occupies said public sidewalk or street area, good and sufficient public liability insurance in the amount of \$300,000 for each occurrence, and property damage insurance in the amount of \$50,000 for each occurrence, both including contractual liability insuring the City of Oakland against any and all claims arising out of the existence of said encroachment in said public sidewalk or street area, and that a certificate of such insurance and subsequent notices of the renewal thereof, shall be filed with the Director of Planning & Building of the City of Oakland, and that such certificate shall state that said insurance coverage shall not be canceled or be permitted to lapse without thirty (30) days written notice to said Director of Planning & Building. The Permittee also agrees that the City may review the type and amount of insurance required of the Permittee every five (5) years and may require the permittee to increase the amount of and/or change the type of insurance coverage required.
4. That the permittee, by the acceptance, either expressed or implied, of this revocable permit shall be solely and fully responsible for the repair or replacement of any portion or all of said improvements in the event that said improvements shall have failed or have been damaged to the extent of creating a menace or of becoming a hazard to the safety of the general public; and that the permittee shall be liable for the expenses connected therewith.

Handwritten initials and a checkmark.

5. That upon the termination of the permission herein granted, permittee shall immediately remove said encroachment from the sidewalk and street area, and any damage resulting therefrom shall be repaired to the satisfaction of the Director of Planning & Building.
6. That the permittee shall file with the City of Oakland for recordation a Minor Encroachment Permit and Agreement, and shall be bound by and comply with all the terms and conditions of said permit.
7. That said permittee shall obtain an excavation permit prior to the construction and a separate excavation permit prior to the removal of the ground water monitoring wells.
8. (a) That said permittee shall provide to the City of Oakland a performance bond for the amount of \$3,000 per each monitoring well encroaching within the public right-of-way prior to the issuance of the encroachment permit. Said performance bond shall be returned to the permittee after the monitoring is complete and the monitoring well is/are removed and the street area is restored.

(b) That said permittee shall provide to the City of Oakland an AS BUILT plan showing the actual location of the ground water monitoring wells and the results of all data collected from the monitoring wells.
9. That said permittee shall remove the monitoring wells and repair any damage to the sidewalk or street area in accordance with City standards two (2) years after construction or as soon as monitoring is complete.
10. That said permittee shall notify the Office of Planning & Building after the monitoring well(s) is/are removed and the sidewalk or street area restored to initiate the procedure to rescind the minor encroachment permit.
11. That monitoring well covers installed within the sidewalk area shall have a skidproof surface. A precast concrete utility box may be used in conjunction with the bolted cast iron cover with City approval.
12. That the ground water monitoring well casting and cover shall be cast iron and shall meet H-20 load rating. The cover shall be secured with a minimum of two stainless steel bolts. Bolts and cover shall be mounted flush with the surrounding surface.
13. That the permittee acknowledges that the City makes no representations or warranties as to the conditions beneath said encroachment. By accepting this revocable permit, permittee agrees that it will use the encroachment area at its own risk, is responsible for the proper coordination of its

activities with all other permittees, underground utilities, contractors, or workmen operating within the encroachment area and for the safety of itself and any of its personnel in connection with its entry under this revocable permit.

14. That the permittee acknowledges that the City is unaware of the existence of any hazardous substances beneath the encroachment area, and hereby waives and fully releases and forever discharges the City and its officers, directors, employees, agents, servants, representatives, assigns and successors from any and all claims, demands, liabilities, damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise out of or in any way connected with the physical condition, or required remediation of the excavation area or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100 et seq.), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 13000 et seq.), the Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.).
15. Permittee further acknowledges that it understands and agrees that it hereby expressly waives all rights and benefits which it now has or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
16. Permittee recognizes that by waiving the provisions of this section, permittee will not be able to make any claims for damages that may exist, and to which, if known, would materially affect his/her decision to execute this encroachment agreement, regardless of whether permittee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.
17. (a) That the permittee, by the acceptance of this revocable

permit, agrees and promises to indemnify, defend, and hold harmless the City of Oakland, its officers, agents, and employees, to the maximum extent permitted by law, from any and all claims, demands, liabilities, damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs; collectively referred to as "claims"), whether direct or indirect, known or unknown, foreseen or unforeseen, to the extent that such claims were caused by the permittee, its agents, employees, contractors or representatives.

- (b) That, if any contamination is discovered below or in the immediate vicinity of the encroachment, and the contaminants found are of the type used, housed, stored, processed or sold on or from the San Leandro Street and 98th Avenue, Oakland, California site, such shall amount to a rebuttable presumption that the contamination below, or in the immediate vicinity of, the encroachment was caused by the permittee, its agents, employees, contractors or representatives.
 - (c) That the permittee shall comply with all applicable federal, state, county and local laws, rules, and regulations governing the installation, maintenance, operation and abatement of the encroachment.
 - (d) That the permittee hereby does remise, release, and forever discharge, and agree to defend, indemnify and save harmless, the City, its officers, agents and employees and each of them, from any and all actions, claims, and demands of whatsoever kind or nature, and any damage, loss or injury which may be sustained directly or by the undersigned and any other person or persons, and arising out of, or by reason of, the occupation of said public property, and the future removal of the above-mentioned encroachment.
18. That the hereinabove conditions shall be binding upon the permittee and the successive owners and assigns thereof.
19. That said Minor Encroachment Permit and Agreement shall take effect when all the conditions hereinabove set forth shall have been complied with to the satisfaction of the Director of Planning & Building, and shall become null and void upon the failure of the permittee to comply with all conditions hereinabove set forth.