

LELAND W. BRUNER
ANNE BRUNER NASH

LAW OFFICES OF
BRUNER & NASH
PROFESSIONAL CORPORATION
BEST BUILDING, 1330 EAST 14TH STREET
SAN LEANDRO, CALIFORNIA 94577-4751
TELEPHONE: (510) 483-1444
FAX: (510) 483-0118

A. W. BRUNER (1901-1962)

ENVIRONMENTAL
PROTECTION
95 APR 24 PM 3:26

April 21, 1995

Mr. Ken C. Simas
Project Geologist
Alisto Engineering Group
1777 Oakland Boulevard, Suite 200
Walnut Creek, CA 94596

Dear Mr. Simas:

Access Agreement Permission for Property Located at
14875 Bancroft Avenue, San Leandro, CA

We are enclosing Mrs. Silva's signed access agreement.

PLEASE NOTE: All communications and other matters directed to Mrs. Silva should be sent in care of the undersigned. Mrs. Silva is in her eighties and should not be bothered with these matters directly.

Sincerely,

BRUNER & NASH

Leland W. Bruner

LWB/tm

Enc.

cc: Mrs. Laura H. Silva
Mr. Scott O. Seery

Mobil Oil Corporation

3700 WEST 190TH STREET
TORRANCE, CALIFORNIA 90509-2929

Date: April 12, 1995

Subject: Access Permission for Property Located at
14875 Bancroft Avenue
San Leandro, CA 94578

Dear: Laura H. Silva,

Mobil Oil Corporation ("Mobil") is conducting an environmental investigation and hereby requests on its behalf and on behalf of its authorized contractor permission to extend the investigation to your property located at the above-referenced address (the "Premises"). The work which Mobil wishes to perform at your Premises could include installation, sampling and maintaining groundwater monitoring wells or recovery/interceptor wells or such other environmental-related equipment or activity as mentioned in the attachment to this letter, if any.

By this letter, Mobil requests permission to enter your Premises to perform the work in accordance with the following terms and conditions:

1. Mobil and its contractor shall take reasonable precautions to minimize damage to the Premises from installation of any equipment on the Premises and shall restore said Premises to as close to original condition as reasonably possible within thirty (30) days after the completion of Mobil's work.
2. Mobil or its contractor will give you advance notice of the date on which Mobil or its contractor plans to enter the Premises for the purposes of performing the work contemplated by this Access Agreement.
3. In consideration for your agreement to permit Mobil to enter your Premises to perform the work contemplated hereby, Mobil agrees as follows:
 - a. To clean up any contamination that is found on your Premises in accordance with the requirements of the governmental agency exercising jurisdiction over Mobil's cleanup project with respect to any contamination that was caused by the operation of the Mobil service station or other Mobil facility.
 - b. To indemnify, hold harmless, and defend you from and against any losses, damages, injuries, and loss of expenses which you may incur on account of the work performed hereunder.

4. Mobil understands that this is a Temporary Access Agreement and, therefore, intends to continue its access only as long as Mobil is required to complete the investigation or remediation of contamination on your site in accordance with the requirements of the governmental agency exercising jurisdiction over the cleanup project.
5. Mobil understands that you have the final say in the location of well and you may request the removal of the well on 60 days notice, provided the necessary approval and permits are obtained by Mobil from the Agencies.

If the above-stated terms and conditions are acceptable to you, please so indicate by executing the enclosed copy hereof in the space provided below and return the executed copy to Mobil Oil Corporation to my attention.

Very truly yours,

MOBIL OIL CORPORATION

By: 
Project Engineer

ACCEPTED AND AGREED TO:

PROPERTY OWNER

By: Laura H. Silva

Date: 4-20-95

cc: Scott O. Seery, ACHCS