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BRADLEY M. ZAMCZYK

January 14, 1994

Ms. Jennifer Eberly
Alameda County Health Care Services Agency
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, Room 200
Oakland, CA 94621

Re: Shell Oil Company's Position as to
Responsibility for Contaminated Property
Located at 1230 14th Street, Oakland

Dear Ms. Eberly:

This letter is in response to the request by the Alameda County Health Services Agency that Shell Oil Company present its position as to its responsibility for petroleum contamination of property located at 1230 14th Street in Oakland, California. This position paper was requested at the pre-enforcement review panel meeting on December 15, 1993.

Shell has only recently been named a cross-defendant in civil litigation concerning the subject property. Based on the investigation Shell has done to date, it appears that Shell is not responsible for the contamination at this site. It appears that the contamination occurred while the property was owned by Andy Saberi/Sabek, Inc. and while Mr. Gupta and Mr. Garg were in possession of the property.

Shell Oil Company acquired title to the property in October 1957. (See Exhibit A, deed.) In July of 1958, Shell sold the property to Second Sabac, Inc. (See Exhibit B, deed.) Second Sabac, Inc. was a Delaware corporation authorized to do business in California. (Exhibit C.) Records from the Delaware Secretary of State's office indicate that Second Sabac, Inc. changed its

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HAZMAT
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showed higher degrees of contamination than samples taken in 1991.

Based on the evidence obtained to date, there is no indication that Shell contributed to the contamination of the property. The investigation revealed no evidence that the property was contaminated when Shell sold it to Richard Jameson in 1983. In fact, the evidence points to the contrary conclusion that the property was free of contamination when Shell relinquished ownership in 1983. The results of testing of the underground storage tank systems at the time of the sale showed that the underground storage tanks and piping systems were airtight.

That the contamination occurred during Saberi/Sabek, Inc.'s ownership is further evidenced by the fact that between 1991 and 1993, the only dates at which the soil at the site was tested, the level of contamination increased dramatically. This seems to indicate that a leak was occurring during this time period when Shell had no ownership interest or control over the property. In addition, when the tanks were removed, there was apparently still product in the system, as the inspector's notes indicate that gasoline was leaking out of the piping into the tank pit. It is therefore reasonable to conclude that the contamination occurred some time during Saberi/Sabek, Inc.'s ownership and Garg/Gupta's leasehold, and continued through 1993, at which time the tanks were finally removed.

Also, it is evident that Saberi/Sabek, Inc. and Garg/Gupta did not undertake any reasonable attempt to mitigate the problem. Test results in 1991 conclusively revealed contamination at that time. However, no attempt was made to mitigate the contamination until the tanks were removed in August 1993. As a result of Saberi/Sabek, Inc.'s and Garg/Gupta's failure to mitigate, the soil contamination increased substantially between 1991 and 1993. Therefore, it would be unfair to hold Shell responsible for contamination which resulted because of Saberi/Sabek, Inc.'s, and Garg/Gupta's neglect.

Since there is no evidence that Shell contributed to contamination of the property, and the evidence seems to show

when were the fuel USTs pumped dry?

Ms. Jennifer Eberly
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name to Larkbee Realty Company, Inc. in July 1979, and was dissolved November 21, 1990. The relationship between Second Sabac, Inc. and Shell was that of lessor and tenant. Second Sabac, Inc. leased the property to Shell from about August 1958 to July 1978. (See Exhibit D, lease.)

In July of 1978 Shell and Second Sabac, Inc. terminated the lease. (See Exhibit E, agreement.) In July of 1978 Second Sabac, Inc. sold the property back to Shell Oil Company. (See Exhibit F, deed.) From August 1983 until November 1983 Shell leased the property to Richard Jameson on a month to month basis. (See Exhibit G, lease.)

In November 1983, Shell sold the property, including one 8,000 gallon underground storage tank, three 5,000 gallon underground storage tanks, and one 550 gallon waste oil tank to Mr. Jameson. (See Exhibit H, grant deed and bill of sale.) The bill of sale included an indemnity agreement whereby the buyer agreed to hold Shell harmless for any damages associated with the underground storage tanks.

At the time of the sale, Shell hired Gettler-Ryan, Inc. to test the underground gasoline storage tanks and piping systems to ensure that they were in good condition. All the tests came within NFFPA criteria for tight systems. In other words, the underground storage tanks had no leaks at the time Shell sold them to Mr. Jameson. (See Exhibit I, test documents.)

valid test?

In March of 1984, Richard Jameson sold the property to Andy Saberi, president of Sabek, Inc. In August of 1985, Saberi executed a lease to Mr. Garg and Mr. Gupta. Garg/Gupta operated a service station at the property from that time until August 1990, at which time the lease was terminated. During this period, Garg/Gupta had an agreement with Sabek, Inc. for Sabek, Inc. to deliver Texaco fuel to the station. (Texaco has not yet been named as a party in the civil litigation.)

In February 1991, the property was tested, and contamination was found in samples from around the tank field. (Exhibit J, sample results.) Shell is not aware whether Saberi/Sabek, Inc. or Garg/Gupta tested the underground tank systems at that time.

In August of 1993, a 550 gallon waste oil tank, a 5,000 underground storage tank, an 8,000 gallon underground storage tank, and a 7,500 gallon underground storage tank was removed from the site. The soil surrounding the tanks was tested at that time and found to be contaminated. (Exhibit K.) Also, the inspector noted that fuel was leaking out of the piping into the pit. Interestingly, the results of soil samples taken in 1993

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that contamination occurred after Shell sold the property, Shell is not responsible for contamination of the property.

Very truly yours,

LARSON & BURNHAM

A handwritten signature in cursive script, appearing to read "Michael K. Johnson", followed by a small flourish or mark.

Michael K. Johnson

MKJ:bam

cc: Gil Jensen

153146

FOR RECORDER'S USE ONLY

BOOK 8568 PAGE 261



Deed

MARTHA B. RAHM and ALFRED RAHM, her husband,

the first parties hereby

Grant to SHELL OIL COMPANY, a corporation,

the second party, all that real property situated in the City of Oakland
County of Alameda, State of California, described as follows:

BEGINNING at a point on the northern line of 14th Street, distant thereon easterly, 76 feet, 6 inches from the point of intersection thereof, with the eastern line of Union Street; and running thence easterly along said line of 14th Street, 38 feet; thence at right angles northerly, 105 feet; thence at right angles westerly, 38 feet; thence at right angles southerly, 105 feet to the point of beginning.

BEING a portion of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the office of the County Recorder of Alameda County.

0-377

DATED this 10th day of October, 19 57

Martha B. Rahm

Alfred Rahm

AP 4071

872

ALC:MMR
7/10/58

BOOK 8743 PAGE 9

AP77098

WARRANTY DEED

THIS DEED, dated July 18, 1958, by SHELL OIL COMPANY, a Delaware corporation, with offices at 50 West 50th Street, New York 20, New York (herein called "Grantor"), to SECOND SABAC, INC., a Delaware corporation, with offices at 23 Wall Street, New York 8, New York (herein called "Grantee");

WITNESSETH:

GRANTOR for Ten Dollars (\$10.00) and other valuable consideration received from Grantee, hereby grants to Grantee and its successors and assigns, the following described premises situated in the City of Oakland, County of Alameda and State of California:

BEGINNING AT A POINT formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet; thence westerly parallel with said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County.

BEING THE SAME PREMISES conveyed to Shell Oil Company by the following: (1) deed dated October 10, 1957, from HUGH WALLACE, JR., et ux, recorded in Book 8568 at Page 260 and (2) deed dated October 10, 1957, from MARTHA B. RAHM, et vir, recorded in Book 8568 at Page 261, Official Records of Alameda County, California:

together with all rights, privileges and appurtenances thereunto belonging, and all buildings and land improvements thereon.

GRANTOR COVENANTS THAT GRANTOR is seized of said premises in fee simple and will forever warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Executive Vice President, and to be sealed with its corporate seal and attested by its Assistant Secretary on the date first herein written.

SHELL OIL COMPANY

AP77098
RECORDED at REQUEST OF
Shell Oil Co.
At 3:38 PM. Per 4 P. M.

By *M. E. Spaght*
Executive Vice President
M. E. SPAGHT

AUG 1 1958

ATTEST:

BOOK 8743 PAGE 9
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
Thomas H. Siffrin
COUNTY RECORDER

P. M. Ludwig
Assistant Secretary
P. M. LUDWIG

360

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On July 18, 1958, before me, the undersigned, a Notary Public in and for said County and State personally appeared M. E. SPAGHT known to me to be an Executive Vice President and P. M. LUDWIG known to me to be an Assistant Secretary of SHELL OIL COMPANY, a Delaware corporation, the persons that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS MY HAND and official seal



Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE CERTIFICATE OF INCORPORATION OF THE "SECOND SABAC, INC.", WAS RECEIVED AND FILED IN THIS OFFICE THE THE THIRTY-FIRST DAY OF JANUARY, A.D. 1958, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SECOND SABAC, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS CORPORATE TITLE TO "LARKBEE REALTY COMPANY, INC.", ON THE ELEVENTH DAY OF JULY, A.D. 1979, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE CERTIFICATE OF DISSOLUTION OF THE "LARKBEE REALTY COMPANY, INC.", WAS RECEIVED AND FILED IN THIS OFFICE THE THE TWENTY-FIRST DAY OF NOVEMBER, A.D. 1990, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION WAS DULY DISSOLVED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION: *4220088

DATE: 12/29/1993

Office of the Secretary of State

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "LARKBEE REALTY COMPANY, INC." FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JULY, A.D. 1979, AT 10 O'CLOCK A.M.

* * * * *



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION*4220087

DATE: 12/29/1993

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

SECOND SABAC, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY.

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Second Sabac, Inc. be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

"The name of the corporation is
Larkbee Realty Company, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of

Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Second Sabac, Inc. has caused this certificate to be signed by Jane W. Turadek, its Vice-President, and attested by Lena M. Marrafioti, its Assistant Secretary, this 9th day of July, 1979.

SECOND SABAC, INC.



By J. W. Turadek
Jane W. Turadek, Vice-President

ATTEST:

By Lena M. Marrafioti
Lena M. Marrafioti
Assistant Secretary

FILED

In the office of the Secretary of State
of the State of California

FEB 26 1958

FRANK M. JOHNS, Secretary of State
By *[Signature]*
Deputy

350983

SECOND SABAC, INC.
(NAME OF CORPORATION)

STATEMENT OF FOREIGN CORPORATION

SECOND SABAC, INC. a corporation
(Name of corporation)

organized and existing under the laws of Delaware
(Name of place or state of incorporation)

makes the following statements:

1. The location and address of its main office is 23 Wall Street, New York 8,
New York.
(Insert complete address of principal business office wherever located)

2. The location and address of its principal office in the State of California is Security
Building Fifth & Spring Sts., Los Angeles, c/o CT Corporation System.
(Insert complete address of principal business office in California)

3. C T CORPORATION SYSTEM, a corporation, is
designated as its agent upon whom process directed to the said SECOND SABAC, INC.
(Insert name of corporation making statement)
may be served within the State of California, in the manner
provided by law.

(a) The said C T CORPORATION SYSTEM is a corporation
(Name of corporate agent)
organized and existing under the laws of DELAWARE
(Insert place or state of incorporation)
which has filed the certificate provided for in Section 6403.5 of the Corporations Code of California.

(b) The name of the city, town or village wherein said C T CORPORATION SYSTEM
has the office at which the said SECOND SABAC, INC.
(Name of corporate agent) (Name of corporation filing statement)
may be served, as set forth in the certificate filed by said
C T CORPORATION SYSTEM pursuant to Section 6403.5 or Section 6403.6 of the
(Name of corporate agent)
Corporations Code of California, is Los Angeles

4. The said SECOND SABAC, INC. (See NOTE at end of statement for instructions before filing in)
(Name of corporation filing statement) hereby
irrevocably consents to service of process directed to it upon the agent designated above, and to service
of process on the Secretary of State of California if the agent so designated or the agent's successor is no
longer authorized to act or cannot be found at the address given.

SECOND SABAC, INC.
(Name of corporation)

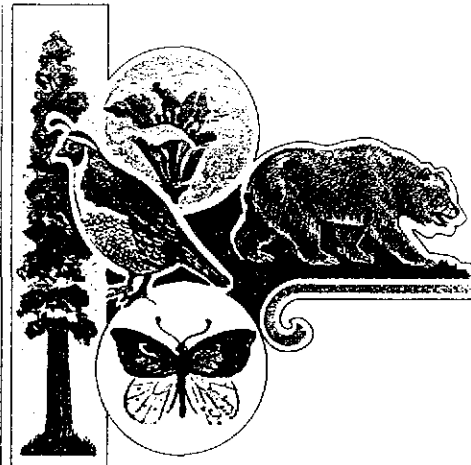
Date February 20 1958 By *[Signature]*
(Title) Vice-President

NOTE: In answering paragraph 3(b) if a corporate agent is designated state only the name of the city or the town
or the village wherein the corporate agent will maintain the office where service of process may be made. Do not give the street
address of such office. The corporate agent in a certificate filed by it is required to give the complete address of its office therein
where service of process may be made. See Sections 6403.5, 6403.6, 6403.5 and 6403.6 of the Corporations Code.



State of California

OFFICE OF THE SECRETARY OF STATE



I, MARCH FONG EU, SECRETARY OF STATE OF THE STATE OF CALIFORNIA,
HEREBY CERTIFY:

THAT ON June 11, 1979, PURSUANT TO THE PROVISIONS OF
SECTION 2112 OF THE CORPORATIONS CODE OF THE STATE OF CALIFORNIA,
THERE WAS RECEIVED IN THIS OFFICE AND FILED IN THE OFFICIAL RECORDS
THEREOF A CERTIFICATE, SIGNED BY THE

Assistant Secretary-Lena M. Marrafioti

OF SECOND SABAC, INC.

A Delaware, CORPORATION, SETTING FORTH:

1. THAT SAID CORPORATION SURRENDERS ITS AUTHORITY TO TRANSACT
INTRASTATE BUSINESS IN THE STATE OF CALIFORNIA.
2. CONSENTS THAT PROCESS AGAINST IT IN ANY ACTION UPON ANY
LIABILITY OR OBLIGATION INCURRED WITHIN THIS STATE PRIOR TO
THE FILING OF SAID CERTIFICATE MAY BE SERVED UPON THE SECRE-
TARY OF STATE OF THE STATE OF CALIFORNIA.
3. THAT THE SECRETARY OF STATE MAY MAIL A COPY OF ANY PROCESS
SO SERVED TO: 23 Wall Street
New York, New York
10015

FURTHER, THAT ATTACHED TO SAID CERTIFICATE OF SURRENDER IS A
CERTIFICATE OF TAX SATISFACTION ISSUED BY THE FRANCHISE TAX BOARD OF
THE STATE OF CALIFORNIA.

In Witness Whereof, I
execute this certificate
and affix the Great Seal
of the State of California
this 13th day of December, 1993

March Fong Eu

Secretary of State



812

SERVICE STATION LEASE

THIS LEASE, dated July 18 , 1958 , between
SECOND SABAC, INC., a Delaware corporation, with offices at
23 Wall Street, New York 8, New York (herein called "Lessor"), and SHELL
OIL COMPANY, a Delaware corporation, with offices at 50 West 50th Street,
New York 20, New York (herein called "Shell");

WITNESSETH:

1. DEMISE. Lessor hereby leases to Shell and Shell hereby leases
from Lessor the following described premises (herein called "premises"),
situated at 14th and Union Streets
in Oakland , County of Alameda , State
of California :

BEGINNING AT A POINT formed by the intersection of the northern line
of 14th Street with the eastern line of Union Street and running thence
easterly along said northern line of 14th Street a distance of one
hundred fourteen and fifty hundredths (114.50) feet; thence northerly
parallel with said eastern line of Union Street a distance of one hundred
five and no hundredths (105.00) feet; thence westerly parallel with
said northern line of 14th Street a distance of one hundred fourteen and
fifty hundredths (114.50) feet to said eastern line of Union Street;
and thence southerly along said eastern line of Union Street a distance
of one hundred five and no hundredths (105.00) feet to said northern
line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map
of Oakland, on file in the Office of the County Recorder of Alameda
County:

together with all easements, rights and privileges appurtenant thereto, and all of Lessor's buildings and improvements now or hereafter located thereon (herein collectively called "improvements").

2. TERM. The primary term of this lease shall be twenty (20) years, beginning on the first day of August, 1958, and ending on the last day of July, 1978.

3. RENT. Shell shall pay, as rent for each calendar month during the primary term of this lease, the sum of five hundred fifty-nine and 53/100 Dollars (\$ 559.53 /), by check to the order of Lessor, in arrears on or before the last day of each such month.

4. OPTIONS TO EXTEND. Shell shall have options to extend the term of this lease for six (6) additional periods of five (5) years each, on the same covenants and conditions as herein provided, except that the rent during each such additional period shall be one hundred eighty and 17/100 Dollars (\$ 180.17 /) for each calendar month, payable as provided in article 3. Shell may exercise each of these options by giving Lessor notice at least one hundred eighty (180) days prior to the expiration of the primary term or the then-current extension period, as the case may be.

5. USE OF THE PREMISES. Shell shall have the rights at Shell's expense: to use the premises and the improvements for any lawful purpose; to paint all or any part of the improvements in colors of Shell's selection; to make any alterations that Shell may desire in the premises and the improvements (including the grade and the driveways and curbs), provided that such alterations do not reduce the value of the premises and the improvements; and to construct and install on the premises, and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire.

6. REPAIRS-INSURANCE. Shell shall maintain the improvements in as good condition and repair as they were at the beginning of the term of this lease, excepting reasonable wear and tear; and if, at any time during the term of this lease or any extension thereof, any of the improvements are damaged or destroyed by any cause whatsoever, Shell shall repair and replace the same at Shell's expense. Shell shall (and shall have the exclusive right to) insure the improvements in the amount of their full insurable value against the perils covered by a standard fire and extended coverage policy, and with loss payable to Shell; and Shell shall furnish Lessor, on request, a certificate of such insurance by Shell's insurer.

7. TAXES. Shell shall pay all taxes, assessments and other governmental charges on the premises and the improvements allocable to the term of this lease, and all license fees, utility charges and other such fees and charges incurred by Shell's use of or operations on the premises; and if any such taxes, assessments or charges are assessed against and paid by Lessor, Shell shall reimburse Lessor therefor, upon Lessor's demand and presentation to Shell of receipted bills for the same. Shell shall have the right to contest any taxes, assessments or charges, in the name of either or both Lessor and Shell but at Shell's expense; and Lessor shall, at Shell's request, execute any instruments and furnish any evidence reasonably required in connection with the prosecution of any such contest.

8. COMPLIANCE. Shell shall comply with all laws, ordinances, regulations, order, licenses and permits, and with all rules and requirements of the insurers of the improvements, applicable to the premises or the improvements or the occupancy or use thereof.

9. LIABILITY INSURANCE. Shell shall at all times maintain public liability insurance, protecting both Lessor and Shell, in the sum of \$100,000 for injury to any one person and \$300,000 for injury to any two or more persons in one accident, and in the sum of \$10,000 for damage to property, sustained in or on the premises or the improvements; and Shell shall furnish Lessor, on request, a certificate of such insurance by Shell's insurer.

10. ASSIGNMENT-SUBLEASING. Shell may at any time assign this lease or sublease all or any part of the premises and the improvements, but shall not be relieved thereby of its obligations hereunder.

11. OPTION TO PURCHASE. Shell shall have the option to purchase the premises and the improvements: (a) at any time during the first ten (10) years of the primary term of this lease, if any Federal or State highway is re-routed from any street adjoining the premises, or if, without the fault of Shell or any sublessee of Shell, the operation on the premises of an automobile service station or the use of the premises therefor, or any alteration of or addition to the premises or the improvements that Shell may desire to make, is prevented, limited or impaired by any act or omission of any governmental authority or by the lack or denial of any necessary legal permission therefor; or (b) at any time during the sixth, seventh, eighth, ninth or tenth year of the primary term of this lease, if the operation on the premises of an automobile service station becomes, in Shell's judgment and for any reason, unprofitable; or (c) at any time after the tenth year of the primary term of this lease or during any extension period. The purchase price shall be a sum equal to (i) five percent (5%) of a principal sum of eighty-six thousand four hundred eighty and 00/100 Dollars (\$86,480.00), plus (ii) such balance of that principal sum as would remain unamortized on the date of Shell's tender of the purchase price, if the same together with interest thereon at the rate of four and three quarters percent (4-3/4%) per annum, were amortized in equal monthly installments over the primary term. Shell may exercise this option by giving Lessor at least thirty (30) days' prior notice; and upon Shell's tender of the appropriate sum as the purchase price, Lessor shall deliver to Shell a good and sufficient deed conveying to Shell the premises and the improvements, free and clear of liens and encumbrances made or suffered by Lessor and with warranty against claims of all persons (except Shell) claiming by, through or under Lessor.

12. CONDEMNATION. If, at any time during the primary term of this lease, the premises are totally condemned or partially condemned to such extent as, in Shell's judgment, to impair the use of the premises for automobile service station purposes, Shell shall pay to Lessor, not later than thirty (30) days after the condemner has taken physical possession, an amount computed as though Shell had exercised its option to purchase the premises under article 11, as of the date of such payment. Upon Shell's tender of such payment, Lessor shall convey to Shell the balance of the premises and the improvements, if any, in the manner provided in article 11, and/or all of Lessor's right, title and interest in and to any award of compensation paid or payable on account of such condemnation. If, at any time during any extension period of this lease, the premises are totally condemned or partially condemned to such extent as, in Shell's judgment, to impair the use of the premises for automobile service station purposes, Shell shall have the right, at its option, to terminate this lease, effective not later than sixty (60) days after the condemner has taken physical possession, by giving Lessor at least thirty (30) days' prior notice. In the event of such termination, neither Lessor nor Shell shall have any further obligations or liabilities hereunder, excepting such as shall have accrued prior to the effective date of the termination; and Lessor shall be entitled to receive any award of compensation paid or payable on account of such condemnation.

13. FIRST REFUSAL. Lessor shall not sell or convey the premises and the improvements to any party other than Shell, unless: (a) Lessor shall have given Shell notice setting forth the price, terms and conditions of the proposed sale or conveyance, and offering to sell and convey the premises and the improvements to Shell at the same price and on the same terms and conditions; and (b) Shell shall not have given notice to Lessor, within thirty (30) days after Lessor has given its notice, that Shell accepts such offer. If an offer is so made and accepted, upon Shell's tender of the purchase price, Lessor shall convey to Shell the premises and the improvements in the manner provided in article 11. Shell's failure, at any time, to exercise its option under this article 13 shall not affect this lease or the continuance of Shell's rights and options under article 11 or any other article hereof.

14. REMOVAL SURRENDER. All equipment, trade fixtures and other personal property installed or placed on the premises by Shell, at any time during the term of this lease or any extension thereof, shall be and remain Shell's property, and Shell shall have the right to remove any or all of the same from the premises, at any time during, and within ninety (90) days after, any termination of this lease or any extension thereof. At the termination of this lease or any extension thereof, Shell shall surrender the premises to Lessor, subject to ordinary wear and tear and to Shell's rights under articles 5 and 14.

15. LESSOR'S REMEDIES. If Shell (a) defaults in payment of rent or in performance or observance of any other covenant or condition of this lease, and fails to remedy such default within twenty (20) days after receipt of notice thereof from Lessor, or (b) enters insolvency or bankruptcy proceedings voluntarily or is adjudicated insolvent or bankrupt, or (c) permits its interest under this lease to be sold under execution or other legal process: Lessor may re-enter and repossess the premises and the improvements, and thereby terminate this lease; without prejudice, however, to Lessor's rights to recover from Shell all rent in default, and to re-let the premises and the improvements for the remainder of the primary term or then-current extension period (as the case may be) for the best terms obtainable, and to recover from Shell any deficiency between the rent received from such re-letting and the rent which would have been payable hereunder.

16. NOTICES. Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and addressed, if to Shell, to 100 Bush Street, San Francisco 6, California, and, if to Lessor, to Lessor's address first herein specified, or to such other respective addresses as may be substituted therefor by proper notice hereunder.

17. ENTIRETY-EXECUTION-SUCCESSION. This lease merges and supersedes all prior negotiations, representations and agreements, and constitutes the entire contract between Lessor and Shell, concerning the leasing of the premises and the consideration therefor. Neither this lease nor any amendment or supplement thereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors and a copy thereof so signed is delivered to Lessor. This lease shall bind and inure to the benefit of the successors and assigns of Lessor and Shell, respectively.

IN WITNESS WHEREOF, this Lease is executed in triplicate as of the date first herein written.

Witnesses to execution by Lessor:

Philip J. Walter, Jr.
PHILIPP J. WALTER, JR.
Robert G. Engel
ROBERT G. ENGEL

SECOND SABAC, INC.

By: Joseph P. Dow
JOSEPH P. DOW President

ATTEST: Alfred S. Smith
Alfred S. Smith Secretary

Witnesses to execution by Shell:

K. M. Dolbeare
K. M. DOLBEARE
A. L. Cornell
A. L. CORNELL

SHELL OIL COMPANY

By: M. W. Dischert
M. W. DISCHERT Manager,
Real Estate and Development Department

ATTEST:

P. M. Ludwig
P. M. LUDWIG Assistant Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On July 25, 1958, before me, the undersigned, a Notary Public in and for the said County and State personally appeared JOSEPH P. BOW known to me to be the President and Alfred S. [redacted], known to me to be the Secretary of SECOND SABAC, INC., a Delaware corporation, the corporation that executed the within Instrument, and acknowledged to me that said corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Ronald L. Wenzel

Notary Public in and for said County and State

RONALD L. WENZEL
NOTARY Public, State of New York
No. 48311110
Qualified in [redacted] County
Certificate of [redacted] County
Commission Expires March 30, 1960

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On July 18, 1958, before me, the undersigned, a Notary Public in and for the said County and State personally appeared M. W. DISCHERT known to me to be the Manager, Real Estate and Development Department and P. M. LUDWIG, known to me to be an Assistant Secretary of SHELL OIL COMPANY, a Delaware corporation, the corporation that executed the within Instrument and acknowledged to me that said corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Leonard Schetzer

Notary Public in and for said County and State

LEONARD SCHETZER
Notary Public, State of New York
Qual. in New York Co. No. 31-3492480
Term Expires March 30, 1959

812

BOOK 8754 PAGE 513

AP81900
MEMORANDUM OF LEASE

etc

THIS MEMORANDUM, dated July 18, 1958, between SECOND SABAC, INC., a Delaware corporation with offices at 23 Wall Street, New York 8, New York (herein called "Lessor"), and SHELL OIL COMPANY, a Delaware corporation with offices at 50 West 50th Street, New York 20, New York (herein called "Shell");

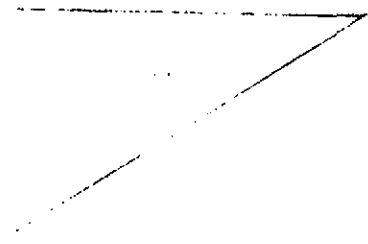
WITNESSETH:

That Lessor has leased and hereby leases to Shell the following described premises situated at 14th and Union Streets

in Oakland, County of Alameda, State of California

BEGINNING AT A POINT formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet; thence westerly parallel with said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County:



together with all easements, rights and privileges appurtenant thereto, and all of Lessor's buildings and improvements now or hereafter located thereon; for a primary term of twenty (20) years, beginning on the first day of August 1938, and ending on the last day of July 1958; with options in Shell to extend the term for six (6) additional periods of five (5) years each, each of which is exercisable at least 180 days prior to expiration of the primary term or then current extension period (as the case may be); with certain options in Shell to purchase the leased premises and improvements; and on and subject to all the other covenants and conditions of the Service Station Lease between Lessor and Shell of even date herewith, which is by this reference incorporated herein and made part hereof.

IN WITNESS WHEREOF, this Memorandum is executed in triplicate as of the date first herein written.

Witnesses to execution by Lessor

Philip J. Walter, Jr.
PHILIP J. WALTER, JR.
Robert G. Engel
ROBERT G. ENGEL

SECOND SABAC, INC.

By Joseph P. Dow
JOSEPH P. DOW President
ATTEST: Alfred S. Smith
Alfred S. Smith Secretary

Witnesses to execution by Shell:

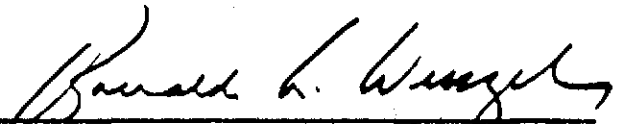
SHELL OIL COMPANY

(California)

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On July 15, 1958, before me, the undersigned, a Notary Public in and for the said County and State personally appeared JOSEPH P. BOW, known to me to be the President and Alfred S. Smith, known to me to be the Secretary of SECOND SABAC, INC., a Delaware corporation, the corporation that executed the within Instrument, and acknowledged to me that said corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public in and for said County and State

RONALD L. WENZEL
NOTARY PUBLIC
Queens County
Commission Expires March 10, 1960

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On July 18, 1958, before me, the undersigned, a Notary Public in and for the said County and State personally appeared M. W. DISCHERT known to me to be the Manager, Real Estate and Development Department and P. M. LUDWIG, known to me to be an Assistant Secretary of SHELL OIL COMPANY, a Delaware corporation, the corporation that executed the within Instrument and acknowledged to me that said corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors.

After Recordation Return To:
Shell Oil Company
P. O. Box 250
San Ramon, Ca. 94583
Attn: W. Urban

RE: 0001 11:595

204-5508-31

75-170 226

6

AGREEMENT TERMINATING LEASE

THIS IS AN AGREEMENT dated July 13, 1978, 1978 between SECOND SABAC, INC., a Delaware corporation, with offices at 23 Wall Street, New York, New York ("Lessor") and SHELL OIL COMPANY, a Delaware corporation with offices at Two Shell Plaza in Houston, Texas ("Shell"):

RELATING to the Lease between Lessor and Shell dated July 18, 1958, recorded by Memorandum of Lease in Book 8754, Page 513 in the Office of the Recorder of Alameda County and covering premises located at 14th and Union Streets, in Oakland, California in that County.

1. THE LEASE is hereby terminated, effective as of July 13, 1978.
2. THE LESSOR and Shell hereby mutually agree that as of the date the Lease is terminated each party shall be released and discharged of all further obligations thereunder, but such termination shall not release or discharge either party from any obligations that have accrued thereunder prior to such termination.

EXECUTED as of the date first herein specified.

WITNESSES to Lessor's execution:

[Signature]

SECOND SABAC, INC.

By [Signature]
Clifford E. Ricci Vice President

ATTEST:

[Signature]

[Signature]
Joseph W. Scharfenberger
Assistant Secretary

WITNESSES to Shell's execution:

[Signature]

SHELL OIL COMPANY

By [Signature]
R. H. Hahn, Manager
Administrative Services
Corporate Real Estate

[Signature]

RECORDED at REQUEST OF
Transamerica Title Ins. Co.

At 10:30 A.M.

SEP - 1 1978

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

73-170 226

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 24th day of July, 1978, before me,
Mary R. Neuweiler, a Notary Public in and for said
County and State, residing therein, duly commissioned and sworn, personally
appeared Clifford E. Ricci, known to me to be the
Vice President of Second Sabac, Inc., the corporation
that executed the within instrument, and acknowledged to me that such
corporation 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.

My Commission Expires:
March 30, 1979

Mary R. Neuweiler

MARY R. NEUWEILER
Notary Public, State of New York
No. 41-4500949 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires March 30, 1979

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this 12th day of January, 1978, before me,
Patsy Ann Harris, a Notary Public in and for said
County and State, residing therein, duly commissioned and sworn, personally
appeared F. H. Hahn, known to me to be the Manager Administrative Services,
Corporate Real Estate of SHELL OIL COMPANY, the corporation that executed
the within instrument, and acknowledged to me that such corporation 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.

My Commission Expires:

Patsy Ann Harris

PATSY ANN HARRIS
Notary Public in and for Harris County, Texas

After Recordation Return To:
Shell Oil Company
P. O. Box 250
San Ramon, Ca. 94583
Attn: W. Urban

73-170 227

LIMITED WARRANTY DEED

THIS IS A DEED dated as of July 24, 1978, by SECOND SABAC, INC., a Delaware corporation with offices at 23 Wall Street, New York, New York (herein called "Grantor"), to SHELL OIL COMPANY, a Delaware corporation with offices at Two Shell Plaza, Houston, Texas 77001 (herein called "Grantee"):

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described premises situated in the City of Oakland, County of Alameda and State of California:

BEGINNING AT A POINT formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet thence westerly parallel with said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County.

BEING THE SAME PREMISES conveyed to the Grantor herein by that certain deed dated July 18, 1958 from SHELL OIL COMPANY, a Delaware corporation, recorded in Book 8743, Page 9, Official Records of Alameda County, California:

together with all rights, privileges and appurtenances thereto, all buildings and land improvements thereon, and all of Grantor's right, title and interest, if any, in each public way adjoining the premises.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns forever.

SUBJECT to the liens of all taxes and assessments for the year 1978 and subsequent years, Grantor covenants with Grantee that Grantor will warrant and defend the title to the premises against the lawful claims of all persons (except Grantee) claiming by, through or under Grantor.

EXECUTED by Grantor by its Vice President (hereunto duly authorized) as of the date first therein specified.

SECOND SABAC, INC.

By Clifford E. Rice
Clifford E. Rice Vice President

WITNESSES:

SIGNATURE OF DECLARANT OR AGENT ESTABLISHING TAX - FIRM NAME
 CITY OF Oakland
 UNINCORPORATED
 ()

7-170227

STATE OF New York }
COUNTY OF New York } SS.

On this 24th day of July, 1978, before me,
Mary R. Neuweiler, a notary public in and for said
County and State, residing therein, duly commissioned and sworn,
personally appeared Clifford E. Ricci, known to me to be the
Vice President of Second Sabec, Inc.,
the corporation that executed the within instrument, and acknowledged
to me that such corporation 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.

My Commission Expires:

March 30, 1979

Mary R. Neuweiler
Notary Public

MARY R. NEUWEILER
Notary Public, State of New York
No. 41-4500949 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires March 30, 1979

400

RECORDED at REQUEST OF
Transamerica Title Ins. Co.
At 10:30 A.M.
SEP - 1 1978
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

NON-SERVICE STATION LEASE

THIS IS A LEASE dated Sept 16, 1983, between SHELL OIL COMPANY, a
 3468 Mt. Diablo Blvd.
 Delaware corporation with offices at Suite B103 in Lafayette
California 94549 ("Shell"), and RICHARD A. JAMESON
 of 400 Jacaranda in Fremont, California 94538

("Tenant"):

1. **LEASE.** Shell hereby leases to Tenant, and Tenant hereby leases from Shell, the following described land:

1230 - 14th Street
 Oakland, California

together with the buildings and improvements located thereon (collectively "Premises"). Tenant hereby acknowledges receipt of possession of the Premises in good and safe condition and repair.

2. **TERM.** The term of this Lease shall be a primary period beginning on October 1, 1983 and ending on October 31, 1983, and shall extend thereafter for successive periods of one month each, but may be terminated by either Shell or Tenant, effective at the end of the primary period or of any such extension period, by giving the other at least 30 days' prior notice.

3. **RENT.** Tenant shall pay Shell, as rent for each calendar month, the sum of One Hundred and no/100 Dollars (\$ 100.00), in advance on the first day of each such month. Rent for any period less than a calendar month shall be prorated.

~~4. **SECURITY.** Shell hereby acknowledges receipt from Tenant of the sum of _____ Dollars (\$ _____), as a non-interest-bearing deposit to secure Tenant's payment of rent and performance of all other obligations under this Lease. Shell shall have the right, in its sole discretion, to apply all or any part of such deposit to the payment of any indebtedness of Tenant to Shell under this Lease and to the cost of collecting the same (including attorney's fees); and at any termination of this Lease Shell shall return to Tenant any unapplied balance of the deposit.~~

5. **USE.** Tenant shall use the Premises only for garage purposes _____, and not, in any event, for any advertising or sale of petroleum products, or for any dispensing of alcoholic beverages. Tenant shall never commit or permit any waste of or nuisance on the Premises, nor make any additions to or structural alterations of the Premises without Shell's prior written consent. Tenant shall at all times: keep the Premises (including all adjacent driveways and sidewalks) clean and in good order and condition; make all repairs and replacements necessary to that end; comply with all governmental laws, ordinances, regulations, orders, licenses and permits, as well as all requirements of insurance policies, relating to the Premises _____

(b) Tenant shall promptly and fully restore the Premises in the event of damage or destruction thereof by any cause, and shall be entitled to payments by Shell from and to the extent of the proceeds of Tenant's insurance (if any), from time to time during the progress of Tenant's restoration, each in cumulative proportion to the degree of such progress and upon Shell's satisfaction that all bills for labor and materials have been fully paid. However, if at any time within the last one calendar months of the primary period or during any extension period, the Premises are wholly destroyed or so damaged as to be unfit for occupancy, either Shell or Tenant may terminate this Lease by giving the other at least ten days' prior notice; in which event Tenant shall have no obligation to restore, and Shell may retain the entire proceeds of such insurance, if any.

7. INDEMNITY-LIABILITY INSURANCE.

(a) Tenant shall indemnify Shell against all claims, liability and expense on account of injury or death of persons or damage to property, or liens on the Premises, arising out of or happening in connection with the Premises (including the adjacent driveways and sidewalks), or the condition, maintenance, possession or use thereof or the business or other activities thereon.

(b) Tenant shall obtain and maintain public liability insurance, by insurers satisfactory to Shell and with Tenant and Shell as joint insureds, against personal injury or death, in amounts not less than \$100,000 for any one person and \$300,000 for any one accident, and against property damage in amount not less than \$100,000 for any one accident.

(c) With respect to Tenant's insurances under articles 6(a) and 7(b), Tenant shall furnish Shell, on request at any time, certificates by the insurers that such insurances are in effect, and will not be cancelled without 30 days' prior written notice to Shell.

8. TRANSFER-SUBLEASE. Tenant shall not assign or encumber this Lease, nor sublease all or any part of the Premises, without Shell's prior written consent.

9. REMEDIES. If Tenant defaults in payment of rent; or if Tenant defaults in any other obligation under this Lease, and fails to remedy the same within ten days after receiving notice thereof from Shell; or if Tenant voluntarily or involuntarily enters insolvency, bankruptcy or any other proceeding for relief of debtors; or if Tenant's interest in or under this Lease becomes vested in any other party, by operation of law or otherwise; or if Tenant abandons the Premises; Shell may, at its option and with or without notice or legal process, terminate this Lease and re-enter and repossess the Premises, without prejudice to any other rights or remedies hereunder or by law. Tenant shall reimburse Shell on demand for all reasonable costs (including attorneys' fees) incurred by Shell in enforcing any of its rights or remedies against Tenant. Shell's right to require strict performance of Tenant's obligations hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

10. UNDERLYING ESTATES-CONDEMNATION. If Shell is not the owner of the Premises, this Lease is subject to all the covenants and conditions of the lease under which Shell is now entitled to possession, and shall terminate automatically upon any termination or assignment of such underlying lease. If Shell is the owner of the Premises and should sell or contract to sell all or any part thereof, Shell or Shell's vendee may terminate this Lease by giving Tenant at least 30 days' prior notice. If all or any part of the Premises is taken for public or quasi-public use (whether by condemnation or by negotiated acquisition), either Shell or Tenant may terminate this Lease by giving the other at least 30 days' prior notice; and whether or not this lease is so terminated, Tenant waives all right to or interest in any award or settlement for such taking with respect to the Premises.

11. TERMINATION BY SHELL. Shell may terminate this Lease, effective at any time, by giving Tenant at least 30 days' prior notice ~~and by paying Tenant, as consideration therefor,~~ Ten Dollars (\$10.00) plus a sum equal to the unamortized balance (if any) of the actual cost to Tenant, not exceeding \$ _____, of any additions to or structural alterations of the Premises made by Tenant with Shell's prior written consent ~~(as such cost shall have been verified to~~

13. NOTICES. Every notice hereunder shall be given only by registered letter or telegram, and shall be deemed given when the letter is deposited in the U.S. mail or the telegram filed with the telegraph company, postage or charges fully prepaid, and directed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by notice so given to the others.

14. ENTIRETY-EXECUTION-SUCCESSION. This Lease comprises the entire agreement, and merges all prior representations and understandings, between Shell and Tenant concerning the leasing of the Premises and the consideration therefor. Neither this Lease nor any amendment or supplement thereto shall be binding on Shell unless and until it is signed by an authorized representative of Shell. Subject to article 8, this Lease shall bind and benefit Tenant's heirs, successors and assigns and Shell's successors and assigns.

EXECUTED as of the date first herein specified.

SHELL OIL COMPANY

By


T. J. O'BRIEN

East Bay District Manager

Tenant

By


RICHARD A. JAMESON, Tenant

GRANT DEED

THIS IS A DEED dated *November 1*, 1983, by SHELL OIL COMPANY, a Delaware corporation, with offices at 3468 Mt. Diablo Boulevard, Suite B103 in Lafayette, California 94549 (herein called "Grantor") to RICHARD A. JAMESON, a married man as his separate property, of 400 Jacaranda, Fremont, California 94538 (herein called "Grantee").

GRANTOR, for valuable consideration received, hereby grants to Grantee the following described Premises in the City of Oakland, County of Alameda, State of California:

BEGINNING AT A POINT formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet thence westerly parallel with said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County.

Assessor's Parcel No. 5-377-19-1

together with all rights and privileges appurtenant thereto and all buildings and land improvements thereon; but subject to the liens of all taxes and assessments for the year 1983-84 and subsequent years, to all easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

EXECUTED by Grantor as of the date first herein specified.

ATTEST:

SHELL OIL COMPANY

[Handwritten signature]

[Handwritten signature]

BILL OF SALE

THIS IS A BILL OF SALE dated November 7, 19 83, by SHELL OIL COMPANY, a Delaware corporation with offices at 3468 Mt. Diablo Blvd., Suite B103 in Lafayette, CA ("Shell"), to RICHARD A. JAMESON of 400 Jacaranda in Fremont, CA ("Purchaser").

SHELL, for valuable consideration received, hereby sells and conveys to Purchaser the following described personal property (collectively "Property"), which is, or is to be, located on the service station premises at 1230 - 14th Street in Oakland, CA:

- | | |
|---------------------------------------|-----------------------|
| Service Station Building | |
| 1 - Air Compressor, 3 HP | |
| Environmental - Air Pollution Control | |
| 1 - Tire Changer | |
| 2 - Lift, Frame Contact | |
| Lighting System | 1 - Dispenser Console |
| Lubrication Equipment | 4 - Dispenser, Single |
| 4 - Pump, Submerged | 2 - Dispenser, Twin |
| 6 - Pump Island Accessories, Coxwell | |
| Security System | |
| Shelving, Portable | |
| Office Furniture & Fixtures | |
| 1 - Storage Tank, Underground, Steel | 8,000 gallon |
| 3 - Storage Tank, Underground, Steel | 5,000 Gallon |
| 1 - Storage Tank, Underground, Steel | 550 Gallon |

SHELL warrants that it has unencumbered title to the Equipment and the right to sell the same and that the Equipment includes the items described herein; but SHELL hereby sells and conveys the Equipment "AS IS, WHERE IS" AND OTHERWISE MAKES NO WARRANTY WHATEVER, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ITS CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

PURCHASER, by accepting the Equipment and this Bill of Sale:

- (a) Acknowledges that the Equipment includes underground storage tanks and/or other articles which may contain flammable, explosive and/or toxic liquids or vapors;
- (b) Agrees, to the maximum extent permitted by applicable law (but no further), to indemnify and defend SHELL, its employees and agents, against any and all claims, suits, losses, liabilities and expenses (including reasonable attorney's fees and related costs incurred by SHELL) on account of personal injury, death, property damage or loss arising out of or in connection with the use, operation, maintenance and disposal of the Equipment other than any such injury, death, damage or loss caused solely by SHELL's negligence;
- (c) Agrees to the maximum extent permitted by applicable law (but no further) to indemnify and defend SHELL, its employees and agents, against fines, penalties and assessments (including reasonable attorney's fees and related costs incurred by SHELL) for violation of the laws, regulations and/or ordinances relating to the use, operation, maintenance and disposal of the Equipment.

OFFER OF AGREEMENT TO PURCHASE REAL PROPERTY FROM SHELL

SHELL OIL COMPANY

Sept 10, 19 83

3468 Mt. Diablo Blvd., Suite B103

Lafayette, CA 94549

Gentlemen:

THE UNDERSIGNED ("Purchaser", whether one or more) offers this agreement in triplicate, which you ("Shell") may accept by executing it, procuring its execution also by Transamerica Title Insurance Company ("Title Company"), and returning one counterpart so executed to Purchaser, either by personal delivery or by depositing it in the mail, certified or registered, not later than October 31, 19 83; after which Shell shall give Title Company notice of the date on which such counterpart was so delivered to Purchaser or deposited in the mail ("Return Date").

1. PREMISES. Shell shall sell and convey, and Purchaser shall purchase and pay for, the premises located at 1230 - 14th Street in Oakland, California, and described in the form of Deed by Shell to Purchaser which is Exhibit A to this agreement; together with all rights and privileges appurtenant thereto, and all buildings and land improvements now located thereon (collectively "Premises"), and also the equipment now located thereon described in the form of Bill of Sale by Shell to Purchaser which is Exhibit B to this agreement ("Equipment").

2. PRICE.

2.1 Amount. The purchaser price shall be SIXTY THOUSAND AND NO/100 Dollars (\$ 60,000.00).

2.2 Earnest Payment. Purchaser tenders to Shell with this agreement, by certified/bank check, a payment of FIVE THOUSAND AND NO/100 Dollars (\$ 5,000.00) ("Earnest Payment"), which shall be returned by Shell to Purchaser, if Shell does not accept this agreement, but treated as hereinafter provided, if Shell accepts this agreement. Purchaser fully understands, that the acceptance by Shell of the Earnest Payment and the receipt given to Purchaser therefor, does not constitute an acceptance of this agreement by Shell.

3. ESCROW. Within the period of ~~five~~ five days after the Return Date, the following deposits shall be made with Title Company in escrow, at its offices at its address specified below: (a) by Shell: Shell's Deed to convey the Premises to Purchaser, in the Exhibit A form, and Shell's Bill of Sale to convey the Equipment to Purchaser, in the Exhibit B form; and (b) by Purchaser: the entire balance of the purchase price (i.e., the amount specified in article 2.1, less the Earnest Payment) ("Purchase Money"), in cash or by certified or bank check. Promptly after receipt of all of those deposits, Title Company shall give Shell and Purchaser notice thereof. If Purchaser fails to deposit the Purchase Money, this agreement shall automatically terminate at the end of such ~~five~~ five-day period, whereupon the Earnest Payment shall be forfeited by Purchaser to Shell, and Title Company shall return to Shell Shell's Deed and Bill of Sale.

4. CLOSING. The transaction shall be closed at Title Company's offices at its address specified below, on or before the fifteenth day after the date of Title Company's notice that all the deposits have been received (or, if that is not a business day for Title Company, on the next following such business day). If, at that place and time, Title Company will insure the title to the Premises in Purchaser's favor for the full amount of the purchase price, without any exceptions other than the standard printed exceptions and the special exceptions numbered none.

6. GENERAL

6.1 Agents. Purchaser (a) represents that this transaction was not brought about by any broker, finder or other agent consulted or engaged by Purchaser, and (b) shall indemnify Shell against any claim by any such broker, finder or other agent for fees in connection with this transaction.

6.2 Notices. Every notice hereunder shall be written, shall be given to Purchaser by personal delivery, or to Purchaser, Shell or Title Company by certified or registered letter or telegram, and in the latter instances, shall be deemed given when the letter is deposited in the mail or the telegram with the telegraph company, postage or charges prepaid, and directed to Purchaser, Shell or Title Company (as the case may be) at its address specified herein.

6.3 Entirety. This agreement comprises the entire agreement, and merges and supersedes all prior representations and understandings, between Shell and Purchaser concerning the subject matter or in consideration hereof.

6.4 Succession. This agreement shall not be assigned by Purchaser, either voluntarily or by operation of law, without Shell's prior written consent; but subject thereto, it shall bind and benefit the heirs, estates, successors and assigns of Purchaser, and the successors and assigns of Shell and Title Company, respectively.

6.5 INDEMNIFICATION.

Purchaser's Address:

Yours very truly,

400 Jacaranda

Fremont, CA 94538

RICHARD A. JAMESON

SHELL accepts this agreement on OCTOBER 31, 1983.

SHELL OIL COMPANY

By

[Handwritten Signature]

TITLE COMPANY, on Nov 7, 1983, accepts this agreement and the escrow agency hereby created, and agrees to act in accordance with the instructions herein contained; subject, however, to the condition that Title Company shall incur no liability to either Shell or Purchaser on account of any action by Title Company in good faith reliance on any notice properly given hereunder, or on any written waiver, consent, receipt or other instrument executed by the proper party or parties.

Title Company's Address:

TRANSAMERICA TITLE INSURANCE COMPANY

440 Grand Avenue

Oakland, CA 94610

By

[Handwritten Signature]

SEE ADDENDUM

ADDENDUM

To, and part of, OFFER OF AGREEMENT TO PURCHASE REAL PROPERTY FROM SHELL,

Dated SEPT 16, 1987 By RICHARD A. JAMESON ("Purchaser")

To SHELL OIL COMPANY ("Shell"), relating to premises situated at 1230 - 14th Street
in Oakland, California

- A. Confirming that article(s) 3. ESCROW has ~~been~~ been modified on the face thereof.
- B. Confirming that article(s) -- has/have been wholly deleted on the face thereof.
- C. Confirming that article(s) -- has/have been wholly deleted on the face thereof; and substituting therefor the articles(s) set forth in this Addendum, bearing the same respective number(s).
- D. Adding thereto article(s) 6.5 INDEMNIFICATION set forth in this Addendum.

6.5 INDEMNIFICATION. Purchaser agrees, to the maximum extent permitted by applicable law (but no further), to indemnify and defend SHELL, its employees and agents, against any and all claims, suits, losses, liabilities and expenses (including reasonable attorney's fees and related costs incurred by SHELL) on account of personal injury, death, property damage or loss arising out of or in connection with the use, operation, maintenance and disposal of the improvements other than any such injury, death, damage or loss caused solely by SHELL's negligence.

ADDENDUM

(Certification of Test, Waste Oil/Fuel Oil Tanks)

On October 12 1983, the following listed
waste oil/fuel oil tanks located at 1230 - 14th Street
 in Oakland, California
were tested using 5 p.s.i. air pressure for one hour with a pressure
drop less than 1 p.s.i. and are considered tight and leak-free.

The test was conducted and the results certified by
Gettler-Ryan Inc. of 1992 National Ave, Hayward, CA.

(List Tanks)

1 - 550 Gallon Waste Oil Tank

D.S. Newsome
of SHELL OIL COMPANY
Dated 11-7-83

ADDENDUM
(Certification of Test, Gasoline Tanks and Lines)

On October 6, 10, 1983, the following listed underground gasoline tanks and lines located at 1230 - 14th Street in Oakland, CA, were tested according to the Kent-Moore method by Gettler-Ryan Inc. of 1992 National Ave Hayward, CA, and were found to be within the acceptable limits (loss rate less than .05 gal/hr) to be considered tight and leak free. A certified copy of the test results and worksheets are attached.

(List Tanks)

- 2 - 5,000 Gallon Tanks
- 2 - 8,000 Gallon Tanks



of SHELL OIL COMPANY

Dated 11-7-83



SEQUOIA ANALYTICAL

1900 Bates Avenue • Suite LM • Concord, California 94520
(415) 686-9600 • FAX (415) 686-9689

Tank Protect Engineering of N. Calif	Client Project ID: #150B-022191	Sampled: Feb 21, 1991
2821 Whipple Road	Matrix Descript: Soil	Received: Feb 22, 1991
Union City, CA 94587	Analysis Method: EPA 5030/8015/8020	Analyzed: Feb 28, 1991
Attention: John Mrakovich	First Sample #: 102-0534	Reported: Mar 1, 1991

TOTAL PETROLEUM FUEL HYDROCARBONS with BTEX DISTINCTION (EPA 8015/8020)

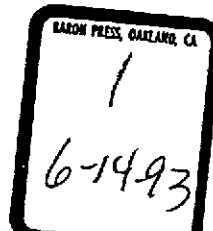
Sample Number	Sample Description	Low/Medium B.P. Hydrocarbons mg/kg (ppm)	Benzene mg/kg (ppm)	Toluene mg/kg (ppm)	Ethyl Benzene mg/kg (ppm)	Xylenes mg/kg (ppm)
102-0534	SB1-6-6.5	11	0.014	0.37	0.22	1.2
102-0535	SB1-10.5-11	4.6	0.15	0.50	0.13	0.68
102-0536	SB1-15.5-16	7.5	2.1	1.8	0.18	1.1
102-0537	SB2-6-6.5	N.D.	N.D.	N.D.	N.D.	0.034
102-0538	SB2-10.5-11	1.8	0.062	0.038	0.035	0.082
102-0539	SB2-15.5-16	6.1	1.2	1.4	0.15	0.80
102-0540	SB3-6-6.5	N.D.	0.038	0.0054	0.015	0.034
102-0541	SB3-10.5-11	1,600	18	98	35	190
102-0542	SB3-15.5-16	2.4	0.31	0.21	0.064	0.35

Detection Limits:	1.0	0.0050	0.0050	0.0050	0.0050
-------------------	-----	--------	--------	--------	--------

Low to Medium Boiling Point Hydrocarbons are quantitated against a gasoline standard. Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

JR Malerstein
Julia R. Malerstein
Project Manager



1020534.TPE <1>



SEQUOIA ANALYTICAL

1900 Bates Avenue • Suite LM • Concord, California 94520
(415) 686-9600 • FAX (415) 686-9689

Link Protect Engineering of N. Calif Client Project ID: #150B-022191
2821 Whipple Road
Union City, CA 94587
Attention: John Mrakovich

Sample Descript: Soil
Analysis Method: California LUFT Manual, 12/87
First Sample #: 102-0534

Sampled: Feb 21, 1991
Received: Feb 22, 1991
Extracted: Feb 26, 1991
Analyzed: Feb 26, 1991
Reported: Mar 1, 1991

ORGANIC LEAD

Sample Number	Sample Description	Sample Results mg/kg (ppm)
102-0534	SB1-6-6.5	N.D.
102-0535	SB1-10.5-11	N.D.
102-0536	SB1-15.5-16	N.D.
102-0537	SB2-6-6.5	N.D.
102-0538	SB2-10.5-11	N.D.
102-0539	SB2-15.5-16	N.D.
102-0540	SB3-6-6.5	N.D.
102-0541	SB3-10.5-11	N.D.
102-0542	SB3-15.5-16	N.D.

Detection Limits:

0.005

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL


Julia R. Malerstein
Project Manager

1020534.TPE <2>



2821 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PO #169

CHAIN OF CUSTODY

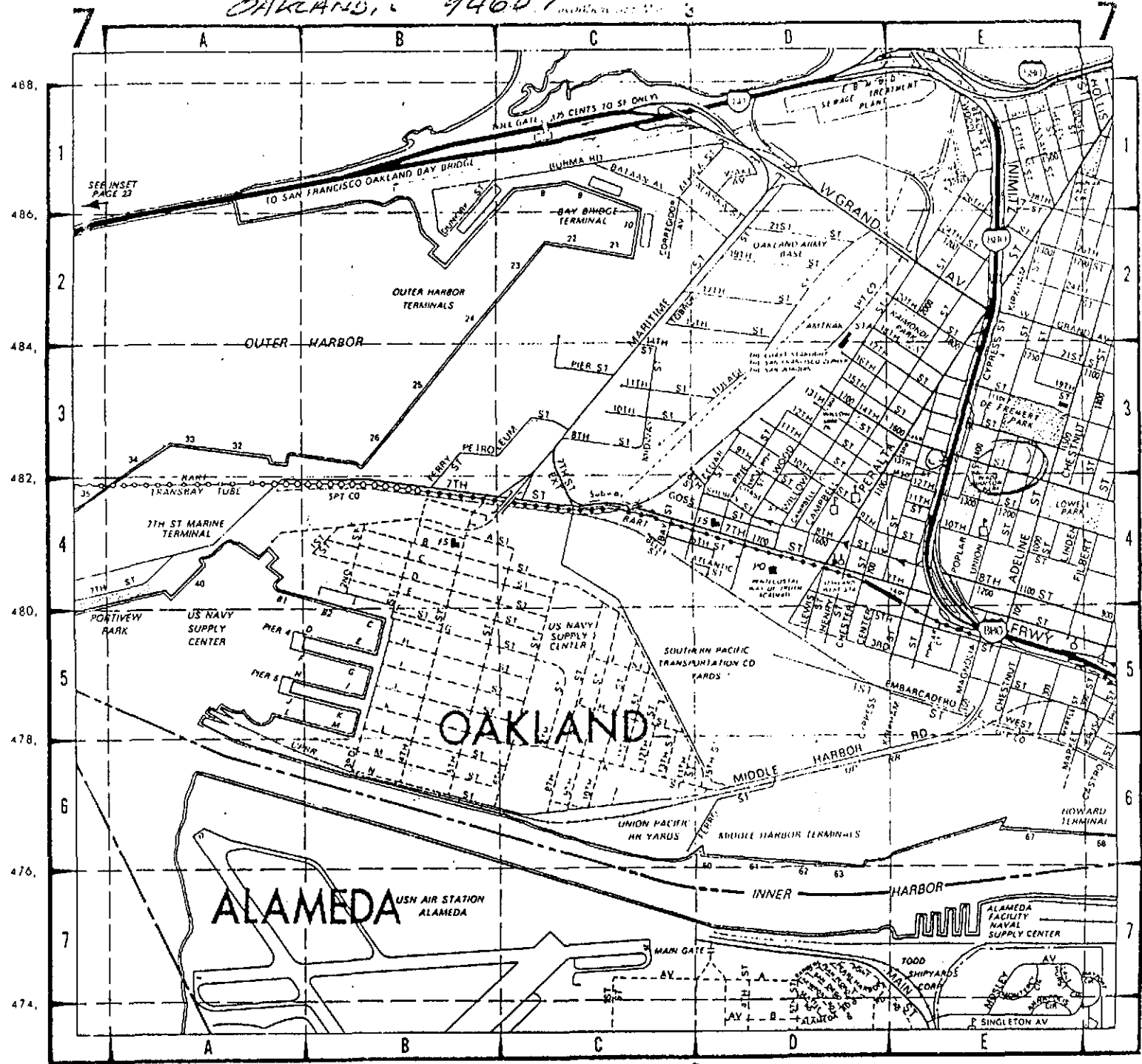
1 OF 1

PROJECT NO.		SITE NAME & ADDRESS				(1) TYPE OF CON- TAINER	ANALYTES REQUESTED							REMARKS			
150B022191		1230 14TH STREET OAKLAND, CA 94607					TOTAL LIGHT HC	AROMATIC HC	TOTAL HEAVY HC	OIL & GREASE	FOC SCUM (621.9)	OTHER (621.9)	ASTM D153				
SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER																	
JOHN MILAKOVICH																	
ID NO.	DATE	TIME	SOIL	WATER	SAMPLING LOCATION												
SB1-6.0-6.5	2/21/91	8:07	X		SB-1	X	X					X	1020534				
SB1-10.5-11.0		8:16			↓								1020535				
SB1-15.5-16.0		8:57			↓								1020536				
SB2-6.0-6.5		9:55			SB-2								1020537				
SB2-11.0-11.5		9:45			↓								1020538				
SB2-15.5-16.0		9:53			↓								1020539				
SB3-6.0-6.5		11:00			SB-3								1020540				
SB3-11.0-11.5		11:15			↓								1020541				
SB3-15.5-16.0		11:25			↓								1020542				
Relinquished by: (Signature)		Date / Time		Received by: (Signature)		Relinquished by: (Signature)		Date / Time		Received by: (Signature)							
Josephine A. Narade		2/21 13:45		JP 2/21/91		SP 2/21/91		4:20		2/21/91 16:20		F. Stender					
Relinquished by: (Signature)		Date / Time		Received by: (Signature)		Relinquished by: (Signature)		Date / Time		Received by: (Signature)							
Patrick Hook		2-22-91 9:35 AM															
Relinquished by: (Signature)		Date / Time		Received for Laboratory by: (Signature)		Date / Time		Remarks									
		1		John Wimer		2/22/91 9:35		SEQUOIA-NORMAL 10-DAY TURNAROUND									

DATE: _____

12 00 17 51
OAKLAND, 94607

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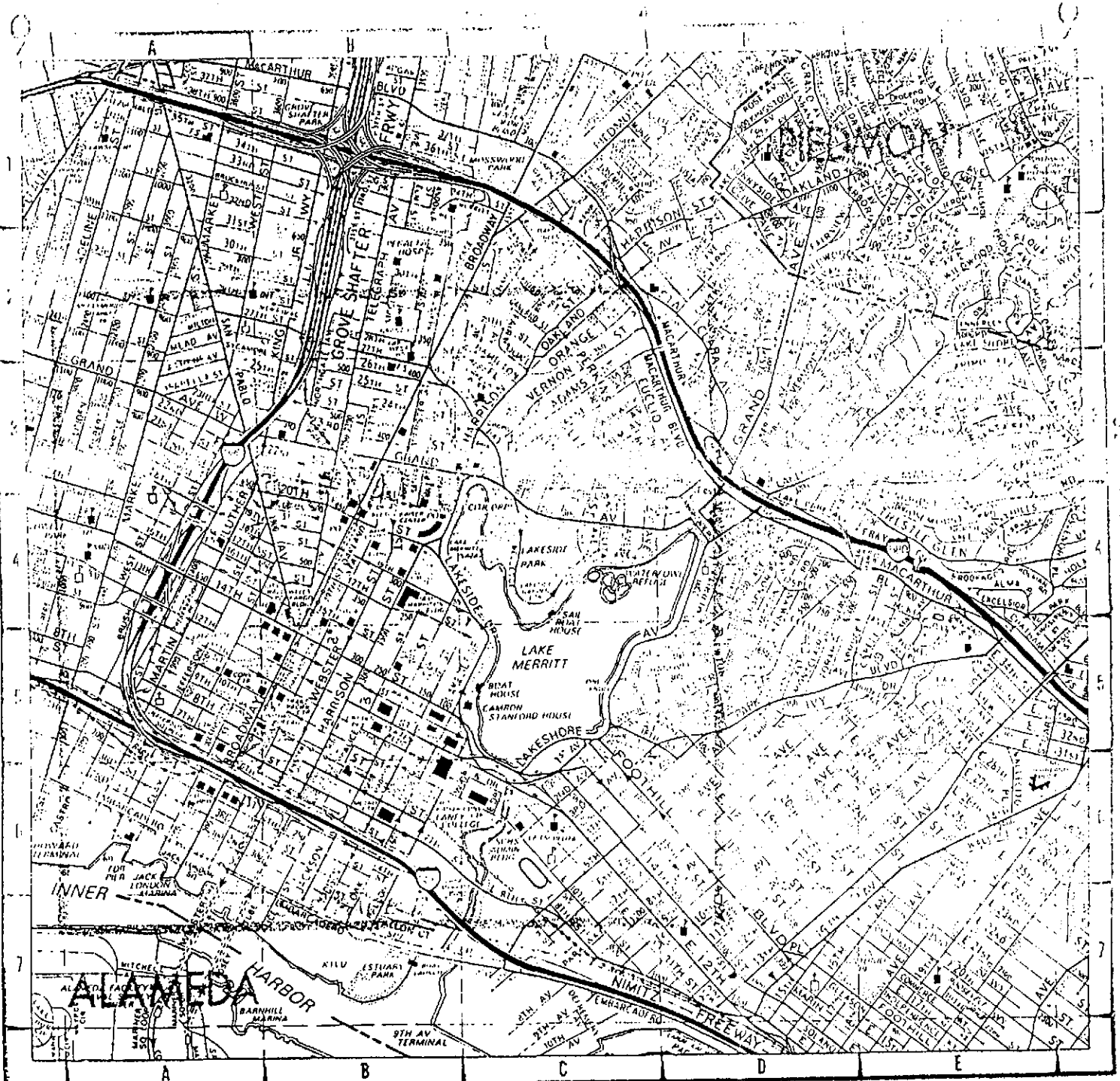
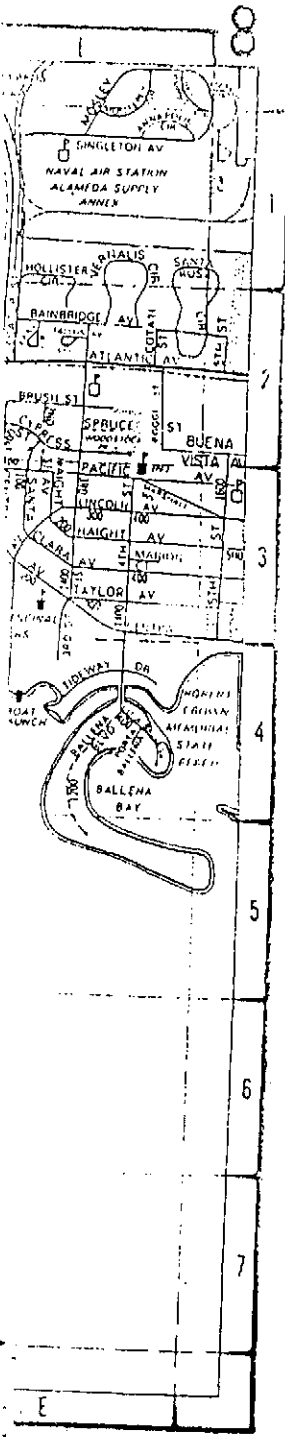


1,470, 1,473, FOR CONTINUATION SEE MAP 8, 1,462, 1,485,

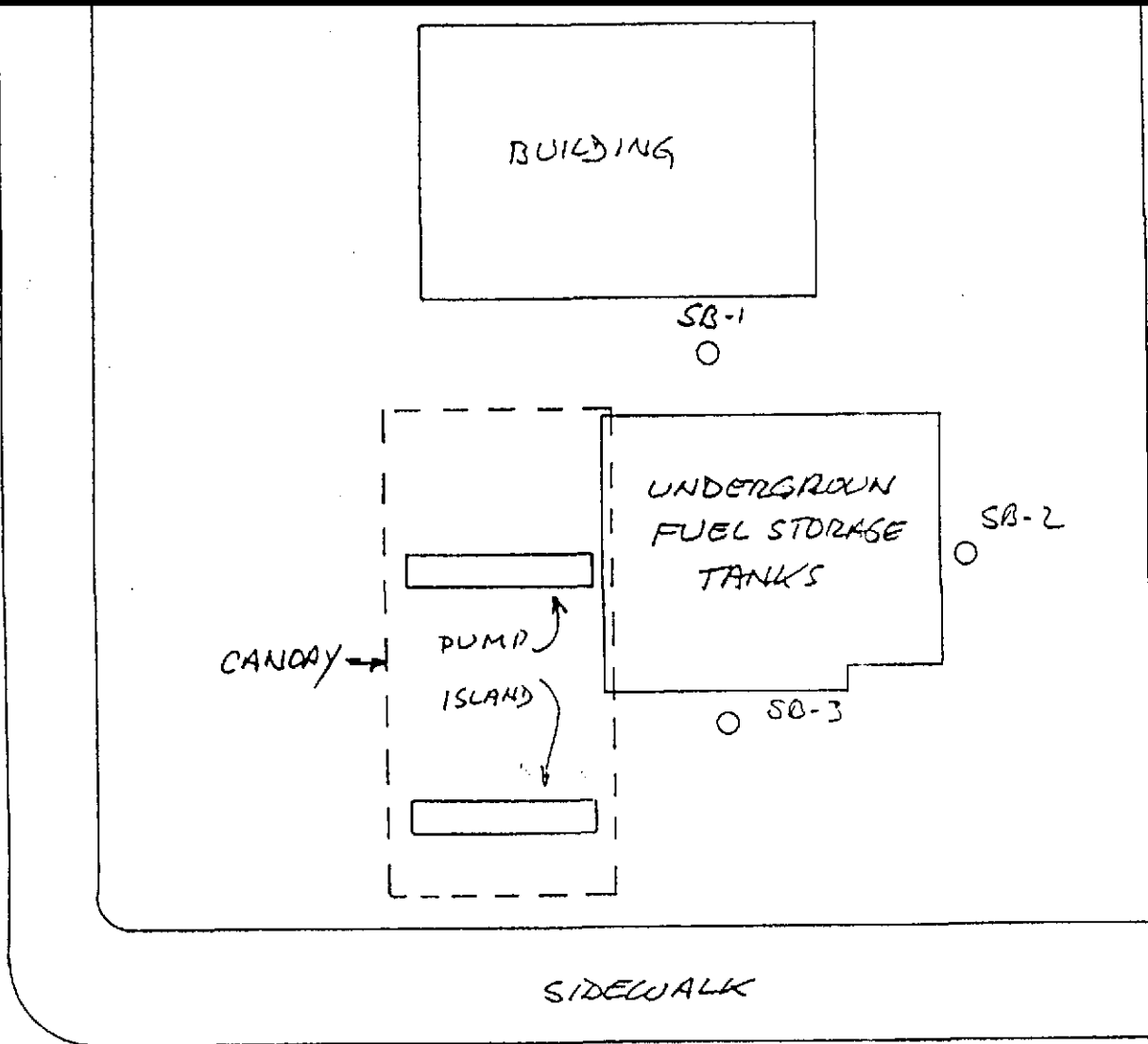
FOR CONTINUATION SEE MAP 9

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FOR CONTINUATION SEE MAP 11



UNION STREET



14 TH STREET

~~LEGEND~~ LEGEND (bold)

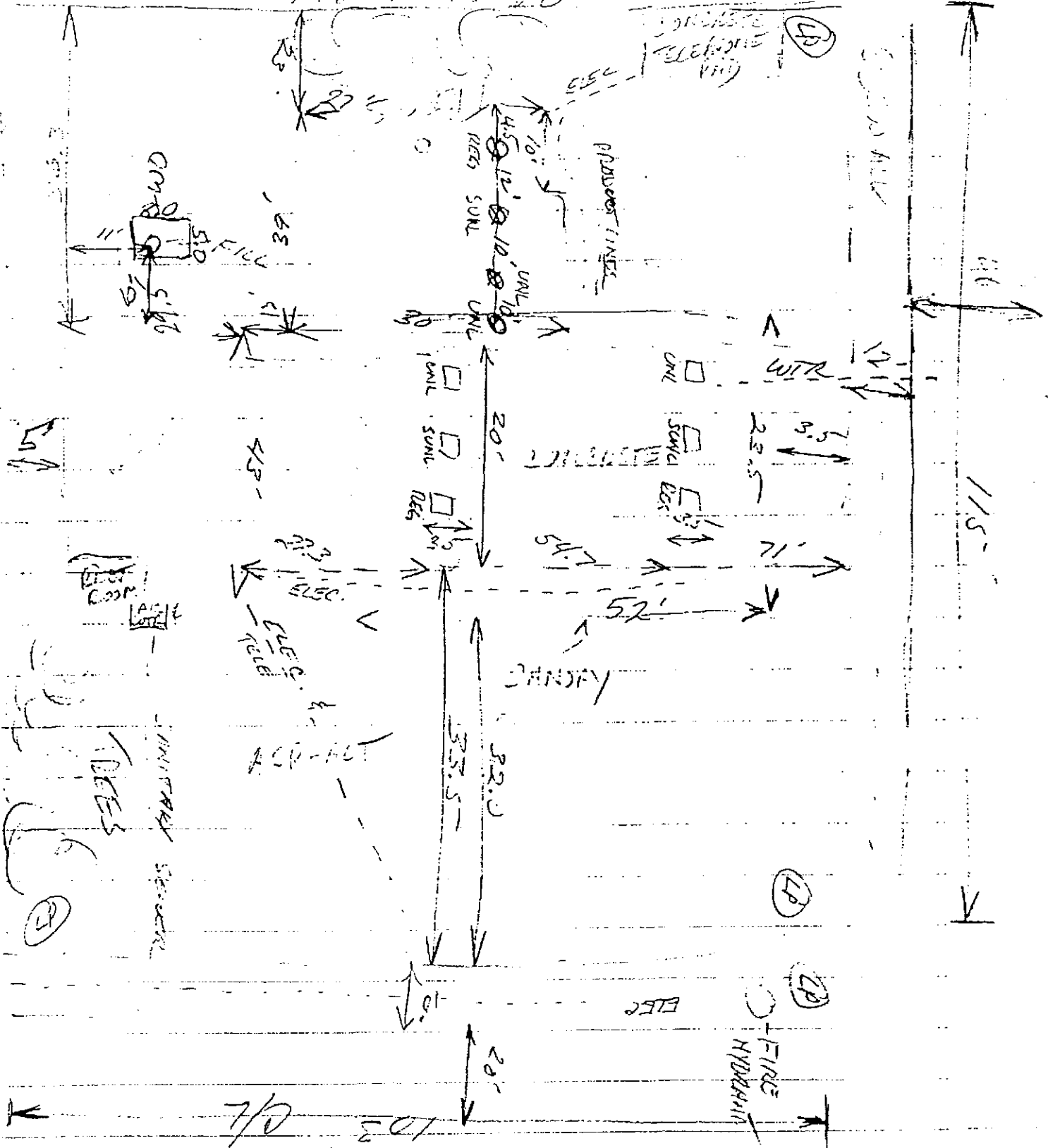
SB-1
○ SOIL BORINGS
NAME AND LOCATION

0 20
SCALE IN FEET



SITE PLAN
1230 14 STREET
OAKLAND, CALIFORNIA

BRICK WALL



DRON

LOG OF EXPLORATORY BORING

PROJECT NUMBER **150**

BORING NO. **SB-1**

PROJECT NAME **1230 14th Street, Oakland CA**

PAGE **1**

BY **JVM**

DATE **2/21/91**

SURFACE ELEV. _____

Recovery (ft/ft)	QVA (ppm)	Penetration (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				0		ASB	0-2" Asphalt
				2		SP Green 1/2	2" - 1.0' Aggregate base - Sand, Gravel (GW), yellow-brown.
				5	SP Hard brown lim- on		1.0 - 12.5' Sand (SP), grey to black, damp, fine to med, granular soil. @ 10' Clayey ^{near} fine sand S.O. - 6.5' no stone, mottled, brown & blue in color, fine
10				10	SP Hard on		10.0 - 16.5' no stone, fine medium clayey soil
15				15	STIFF MILL LAYER		15.0' - 17.0' no stone mottled, red
20				20	TD		Soil water @ 17' Dotted, red & blue, clay @ 17.5' T.D. 20'

10/10

6/12/15

15/15

6/23/4

16/16

6/7/7

Includes all - Gull to approx 11'

REMARKS

6" LLDG SB-1
36.5

8" O.D. Pipes

LOG OF EXPLORATORY BORING

PROJECT NUMBER 150

BORING NO. SB-2

PROJECT NAME 1230 14 Street, Oakland, CA

PAGE 1

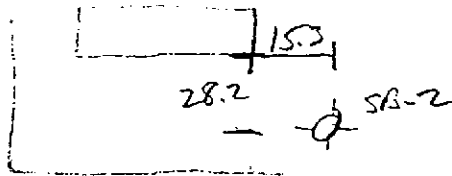
BY JFM

DATE 2/21/91

SURFACE ELEV.

Recovery (ft/ft)	OYA (ppm)	Penetration (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				0			0-2" Asphalt
				2		SP	2"-6.5' Fath, Sand (SP) brown, fine to med, damp, musty odor
				5		SP Red-brown	
15/16		5/9/13		10		SP fine gr	6.5-7.5' Clay, with Sand (SP) red-brown, 5% fine gravel, organic, damp musty odor
14/18		15/23/27		15		TD	7.5-16.5' Silty Sand (SP), fine green, fine to med, damp, organic odor
18/18		6/23/30		20			15.0-16.5, saturated, gasoline odor
				20			T.B 15'

REMARKS



LOG OF EXPLORATORY BORING

PROJECT NUMBER 150

BORING NO. SB-3

PROJECT NAME 1230 14th Street, Oakland, CA

PAGE 1

BY *GLM* DATE 2/21/91

SURFACE ELEV.

Recovery (ft/ft)	OYA (ppm)	Penetration (blows/ft)	GROUND WATER LEVELS	DEPTH IN FEET	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				0			0-2" Asphalt
				2			2'-4' Aggregations Gravelly, sand (SP), yellow-brown, fine 3" in grey, brick frags, damp, strong gasoline odor.
				5		SP olive gm	
				4		SP mottled red-brown	4- Silty sand (SP), olive- green, fine to med, damp, strong gasoline odor.
				10		SP brown	@ 5.5 mottled red-brown and grey
				5.0-6.5			5.0-6.5 as above, clayey, damp, gasoline odor.
				10.0-11.5			10.0-11.5 as above, brown, lean clay, damp, gasoline odor.
				16.5		STIFF CLAY LAYER	@ 16.5' - water
				15.0-16.5			15.0-16.5 as above, brown, saturated, gasoline odor.
				20			TO 20.0

18/14

6/11/23

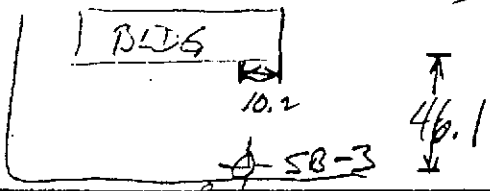
18/16

20/33/32

18/18

7/13/19

REMARKS



stiff layer @ 17'

Vertical scale 0-20

2/24/91
1230 14th St.
Oakland, CA
Proj # 150

7:30 - Driller @ site

8:00 - Drilling SB-1 then SB-3

12:30 - Cement truck arrives

1:00 - Driller leaves site



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

5997 PARKSIDE DRIVE PLEASANTON, CALIFORNIA 94588 (415) 484-2600

GROUNDWATER PROTECTION ORDINANCE PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROJECT 1230 4th STREET OAKLAND, CA 94607

PERMIT NUMBER LOCATION NUMBER

CLIENT name ANDY SABERI, SABEK INC. address 1045 AIRPORT BLVD Phone 415 588-3088 City SOUTH SAN FRANCISCO Zip 94080

PERMIT CONDITIONS

Circled Permit Requirements Apply

APPLICANT name TANK PROTECT ENGINEERING

address 2721 WHIPPLE RD Phone 415 429 8084 City UNION CITY, CA Zip 94587

TYPE OF PROJECT Well Construction Geotechnical Investigation Cathodic Protection General Water Supply Contamination X Drilling Well Destruction

PROPOSED WATER SUPPLY WELL USE Domestic Industrial Other Municipal Irrigation

DRILLING METHOD: Mud Rotary Air Rotary Auger X Cable Other

DRILLER'S LICENSE NO. 484288

WELL PROJECTS Drill Hole Diameter in. Maximum Casing Diameter in. Depth ft. Surface Seal Depth ft. Number

GEOTECHNICAL PROJECTS Number of Borings 3 Maximum Hole Diameter 8 in. Depth 30 ft.

ESTIMATED STARTING DATE 2/19/91 ESTIMATED COMPLETION DATE 2/19/91

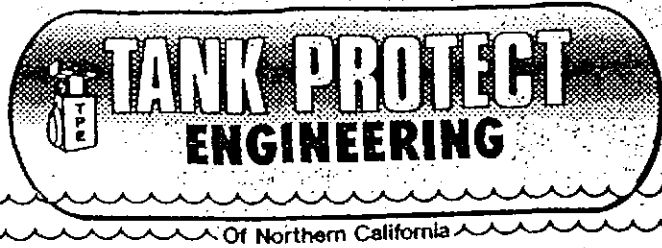
I hereby agree to comply with all requirements of this Ordinance and Alameda County Ordinance No. 73-68.

APPLICANT'S SIGNATURE John V. Meacham Date 2/14/91

- A. GENERAL 1. A permit application should be submitted so as to arrive at the Zone 7 office five days prior to proposed starting date. 2. Submit to Zone 7 within 60 days after completion of permitted work the original Department of Water Resources Water Well Drillers Report or equivalent for well projects, or drilling logs and location sketch for geotechnical projects. 3. Permit is void if project not begun within 90 days of approval date. B. WATER WELLS, INCLUDING PIEZOMETERS 1. Minimum surface seal thickness is two inches of cement grout placed by tremie. 2. Minimum seal depth is 50 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet. C. GEOTECHNICAL. Backfill bore hole with compacted cuttings or heavy bentonite and upper two feet with compacted material. In areas of known or suspected contamination, tremied cement grout shall be used in place of compacted cuttings. D. CATHODIC. Fill hole above anode zone with concrete placed by tremie. E. WELL DESTRUCTION. See attached.

Approved Date

2821 Whipple Rd.
Union City, CA 94587
(415) 429-8088
(800) 523-8088
Fax (415) 429-8089



INVOICE	DATE	NUMBER
	03/11/91	1530

PROJECT NO: 150

TO:

SABEK, INC.
1045 AIRPORT BLVD
S. SAN FRANCISCO, CA 94080
ATTN: MR. ANDY SABERI

RE:

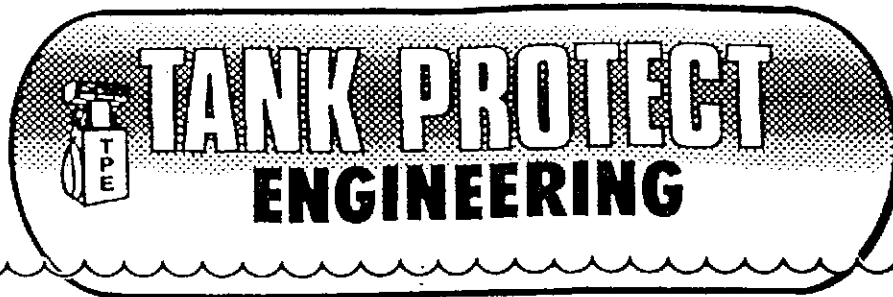
SITE INVESTIGATION
1230-14TH STREET
OAKLAND, CA

DATE	DESCRIPTION	TOTAL
	Original contract	\$2,800.00
	Soil chemical analyses	
	Soil sample (for TPHG & BTEX) - 9 @ \$125.00/Each	\$1,125.00
	Soil sample (for organic lead) - 9 @ \$70.00/Each	\$630.00
	Less:	
	Prepayment	(\$2,000.00)
	Invoice Total:	\$2,555.00

Please return the goldenrod copy with your payment.

Net - 10 days

* THIS INVOICE IS DUE UPON RECEIPT AND NO LATER THAN: 03/21/91
1.5% INTEREST WILL BE ASSESSED FOR BALANCE DUE EACH 30 DAYS PAST TERM.



(415) 429-8088
(800) 523-8088
FAX (415) 429-8089

Of Northern California

SITE INVESTIGATION
PROPOSAL/CONTRACT

MR. ANDY SABERI
1045 Airport Blvd.
S. San Francisco, CA 94080

Submitted By:
TANK PROTECT ENGINEERING
of Northern California
February 6, 1991

PROJECT: SITE INVESTIGATION

Per your request, please find a proposal for cost of Drilling exploratory soil borings.

LOCATION:

1230 - 14th Street, Oakland, CA

SCOPE OF WORK:

The scope of work for this project includes the following tasks:

TASK 1 - Drilling exploratory soil borings, Soil Sampling and Sealing

Per Client's request Tank Protect Engineering will:

- * Notify appropriate local agencies for drilling.
- * Clear the area with subsurface locator.
- * Drill three soil borings to a maximum depth of 20 feet or depth of groundwater.
- * Collect soil samples approximately in 5-foot intervals or any lithological boundaries encountered.
- * Collect grab water sample if groundwater encountered.
- * Analyze all soil samples for TPH-G and BTEX as well as TPHD (EPA methods 8015/8020 and 8015) in a California certified Laboratory.
- * Seal all boreholes properly.

A Registered Geologist will be present on site for supervision of all activities. Also an Organic Vapor Analyzer will be available during entire operation.

COST: This task's total estimated cost based on one day operation will be \$ 2,800.00 plus cost of soil/water chemical analyses.

PAYMENT SCHEDULE:

We require \$ 2,000 at the time of authorization and the balance will be due after the job is completed. Should legal proceedings be instituted by contractor to obtain payment, client agrees to pay court/arbitration costs and attorney's fees.

Tank Protect Engineering shall follow the scope of the work presented in this proposal in accordance with commonly accepted principles and practices in the industry, ordinarily exercised by members of the profession currently practicing under similar conditions. Should any further work be required by client or any regulatory agency having jurisdiction on the site located at 1230 - 14th Street, Oakland, CA Tank Protect Engineering will comply as job extra. Any permits requirement, fees or work related to excavation or drilling of any public sidewalk or street will be calculated based on Time and Materials.

Any job arranged and/or coordinated by Tank Protect Engineering will be subject to a 15% service fee of total vendors' invoice cost.

It has been our pleasure to prepare this proposal for your company and we look forward to working with you on this project. Should you have any questions or suggestions regarding this proposal, please contact our office.

Sincerely,

TANK PROTECT ENGINEERING

Marc Zomorodi
Marketing Director

Approved

By: 

Title: _____

Date: 2/7/91

State Contractor Lic.#575837

TIME AND MATERIAL PRICE LIST

The following is a price list for the services and equipments provided by Tank Protect Engineering.

BACKHOE (INCLUDING OPERATOR)	\$ 75.00/HOUR 4 HR. MIN.
BACKHOE & COMPACTOR	\$ 95.00/HOUR 4 HR. MIN.
BACKHOE & BREAKER	\$110.00/HOUR 4 HR. MIN.
AIR COMPRESSOR	\$100.00/DAY
JACKHAMMER	\$ 75.00/DAY
TRUCK WITH TOOLS	\$100.00/DAY
DUMP TRUCK	\$ 65.00/HOUR 4 HR. MIN.
CONCRETE SAW	\$ 50.00/HOUR 2 HR. MIN.
REGISTERED CIVIL ENGINEER	\$ 70.00/HOUR 2 HR. MIN.
REGISTERED GEOLOGIST	\$ 70.00/HOUR
PROJECT ENGINEER	\$ 55.00/HOUR
FIELD ENGINEER	\$ 50.00/HOUR
FOREMAN	\$ 40.00/HOUR
TECHNICIAN	\$ 30.00/HOUR
LABORER	\$ 25.00/HOUR
SOIL/WATER ANALYSES:	
TPH-G 8015	\$ 125.00 EACH
BTEX 8020	\$ 125.00 EACH
TPH-G & BTEX	\$ 125.00 EACH
TPH-D	\$ 125.00 EACH
CL HC 8010	\$ 140.00 EACH
O&G	\$ 100.00 EACH
AA METALS (4)	\$ 100.00
SEMI-VOLATILE ORGANICS	
GC/MS 8270	\$ 570.00 EACH

Please note that all labor and equipment hourly charges are based on portal to portal.
Any item not shown on this list will be quoted per request.



SEQUOIA ANALYTICAL

1900 Bates Avenue • Suite LM • Concord, California 94520
(415) 686-9600 • FAX (415) 686-9689

Ink Protect Engineering of N. Calif Client Project ID: #150B-022191
2821 Whipple Road
Union City, CA 94587
Attention: John Mrakovich

Sample Descript: Soil
Analysis Method: California LUFT Manual, 12/87
First Sample #: 102-0534

Sampled: Feb 21, 1991
Received: Feb 22, 1991
Extracted: Feb 26, 1991
Analyzed: Feb 26, 1991
Reported: Mar 1, 1991

ORGANIC LEAD

Sample Number	Sample Description	Sample Results mg/kg (ppm)
102-0534	SB1-6-6.5	N.D.
102-0535	SB1-10.5-11	N.D.
102-0536	SB1-15.5-16	N.D.
102-0537	SB2-6-6.5	N.D.
102-0538	SB2-10.5-11	N.D.
102-0539	SB2-15.5-16	N.D.
102-0540	SB3-6-6.5	N.D.
102-0541	SB3-10.5-11	N.D.
102-0542	SB3-15.5-16	N.D.

Detection Limits: 0.005

Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL

Julia R. Malerstein
Project Manager

1020534.TPE <2>



SEQUOIA ANALYTICAL

1900 Bates Avenue • Suite LM • Concord, California 94520
(415) 686-9600 • FAX (415) 686-9689

Frank Protect Engineering of N. Calif Client Project ID: #150B-022191	Sampled: Feb 21, 1991
2821 Whipple Road	Received: Feb 22, 1991
Union City, CA 94587	Analyzed: Feb 28, 1991
Attention: John Mrakovich	Reported: Mar 1, 1991
Matrix Descript: Soil	
Analysis Method: EPA 5030/8015/8020	
First Sample #: 102-0534	

TOTAL PETROLEUM FUEL HYDROCARBONS with BTEX DISTINCTION (EPA 8015/8020)

Sample Number	Sample Description	Low/Medium B.P. Hydrocarbons mg/kg (ppm)	Benzene mg/kg (ppm)	Toluene mg/kg (ppm)	Ethyl Benzene mg/kg (ppm)	Xylenes mg/kg (ppm)
102-0534	SB1-6-6.5	11	0.014	0.37	0.22	1.2
102-0535	SB1-10.5-11	4.6	0.15	0.50	0.13	0.68
102-0536	SB1-15.5-16	7.5	2.1	1.8	0.18	1.1
102-0537	SB2-6-6.5	N.D.	N.D.	N.D.	N.D.	0.034
102-0538	SB2-10.5-11	1.8	0.062	0.038	0.035	0.082
102-0539	SB2-15.5-16	6.1	1.2	1.4	0.15	0.80
102-0540	SB3-6-6.5	N.D.	0.038	0.0054	0.015	0.034
102-0541	SB3-10.5-11	1,600	18	98	35	190
102-0542	SB3-15.5-16	2.4	0.31	0.21	0.064	0.35

Detection Limits:

1.0

0.0050

0.0050

0.0050

0.0050

Low to Medium Boiling Point Hydrocarbons are quantitated against a gasoline standard.
Analytes reported as N.D. were not present above the stated limit of detection.

SEQUOIA ANALYTICAL


Julia R. Malerstein
Project Manager

1020534.TPE <1>



TANK PROTECT ENGINEERING

2821 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PO #169

CHAIN OF CUSTODY

1 OF 1

PROJECT NO. 150B022191		SITE NAME & ADDRESS 1230 14TH STREET OAKLAND, CA 94607				(1) TYPE OF CON- TAINER	ANALYTES REQUESTED						REMARKS
SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER JOHN MRAKOVICH							TOTAL LIGHT HC	AROMATIC HC	TOTAL HEAVY HC	OIL & GREASE	VOC SOLV (62112)	OTHER (22112)	
ID NO.	DATE	TIME	SOIL	WATER	SAMPLING LOCATION								
SB1-6.0-6.5	2/21/91	8:07	X		SB-1	X	X			X		1020534	
SB1-10.5-11.0		8:16			↓							1020535	
SB1-15.5-16.0		8:37			↓							1020536	
SB2-6.0-6.5		9:35			SB-2							1020537	
SB2-11.0-11.5		9:45			↓							1020538	
SB2-15.5-16.0		9:53			↓							1020539	
SB3-6.0-6.5		11:00			SB-3							1020540	
SB3-11.0-11.5		11:15			↓							1020541	
SB3-15.5-16.0		11:25			↓							1020542	
Relinquished by: (Signature) <i>John M Rakovich</i>		Date / Time 2/21 13:45		Received by: (Signature) <i>SP</i>		Relinquished by: (Signature) <i>SP</i>		Date / Time 2/21/91 4:20		Received by: (Signature) <i>[Signature]</i>			
Relinquished by: (Signature) <i>Patrick Hook</i>		Date / Time 2-22-91 17:35 AM		Received by: (Signature) <i>[Signature]</i>		Relinquished by: (Signature)		Date / Time		Received by: (Signature)			
Relinquished by: (Signature)		Date / Time		Received for Laboratory by: (Signature) <i>Ken Wimer</i>		Date / Time 2/22/91 9:35		Remarks SEQUOIA-NORMAL 10-DAY TURNAROUND					

DATE: _____



TANK PROTECT ENGINEERING

2021 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PO #169

CHAIN OF CUSTODY

1 OF 1

PROJECT NO. 150B022191		SITE NAME & ADDRESS 1230 14TH STREET OAKLAND, CA 94607				(1) TYPE OF CONTAINER	ANALYTES REQUESTED						REMARKS
SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER JOHN MLAKOVICH							TOTAL LIGHT HC	AROMATIC HC	TOTAL HEAVY HC	OIL & GREASE	POC SCUM (621's)	OTHER TESTS (ASTM/LEP)	
ID NO.	DATE	TIME	SOIL	WATER	SAMPLING LOCATION								
SB1-6.0-6.5	2/21/91	8:07	X		SB-1	X	X			X			
SB1-10.5-11.0		8:16			↓								
SB1-15.5-16.0		8:37			↓								
SB2-6.0-6.5		9:55			SB-2								
SB2-11.0-11.5		9:45			↓								
SB2-15.5-16.0		9:53			↓								
SB3-6.0-6.5		11:00			SB-3								
SB3-11.0-11.5		11:15			↓								
SB3-15.5-16.0		11:25			↓								
Relinquished by : (Signature) <i>Jose Maria D. Narade</i>		Date / Time 2/21 13:45		Received by : (Signature) <i>[Signature]</i>		Relinquished by : (Signature)		Date / Time 2/21/91		Received by : (Signature)			
Relinquished by : (Signature)		Date / Time		Received by : (Signature)		Relinquished by : (Signature)		Date / Time		Received by : (Signature)			
Relinquished by : (Signature)		Date / Time		Received for Laboratory by: (Signature)		Date / Time		Remarks SEQUOIA-NORMAL 10-DAY TURNAROUND					

DATE: _____

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM.		
REPORT DATE 06/15/91		CASE #		SIGNED _____ DATE _____		
REPORTED BY	NAME OF INDIVIDUAL FILING REPORT Tank Protect Engineering		PHONE (510) 429-8088		SIGNATURE <i>Marc Tomoradi</i>	
	REPRESENTING <input checked="" type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OTHER		COMPANY OR AGENCY NAME			
ADDRESS 2821 Whipple Road Union City, CA 94587-1233						
RESPONSIBLE PARTY	NAME Sabek, Inc. <input type="checkbox"/> UNKNOWN		CONTACT PERSON Andy Saberi		PHONE (415) 588-3088	
	ADDRESS 1045 Airport Blvd. San Francisco, CA 94080					
SITE LOCATION	FACILITY NAME (IF APPLICABLE) Sabek, Inc.		OPERATOR Andy Saberi		PHONE (415) 588-3088	
	ADDRESS 1230 14th Street Oakland, CA Alameda COUNTY					
	CROSS STREET					
IMPLEMENTING AGENCIES	LOCAL AGENCY AGENCY NAME Alameda County Health Care Services Agency		CONTACT PERSON		PHONE (510) 271-4320	
	REGIONAL BOARD CRWQCB - San Francisco Bay Region				PHONE ()	
SUBSTANCES INVOLVED	(1) NAME Petroleum hydrocarbons - see below		QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN			
	(2)		<input type="checkbox"/> UNKNOWN			
DISCOVERY/ABATEMENT	DATE DISCOVERED 02/21/91		HOW DISCOVERED <input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/> TANK TEST <input type="checkbox"/> TANK REMOVAL <input checked="" type="checkbox"/> OTHER soil boring			
	DATE DISCHARGE BEGAN <input checked="" type="checkbox"/> UNKNOWN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> OTHER			
	HAS DISCHARGE BEEN STOPPED? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE					
SOURCE/ CAUSE	SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER		CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER			
	CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)					
CURRENT STATUS	CHECK ONE ONLY <input checked="" type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY					
	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & DISPOSE (EO) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> OTHER (OT)					
COMMENTS	Three soil borings were drilled on February 21, 1991. Soil contamination was detected in all borings.					

CRUZ BROTHERS

JOB # B-865
(408) 946-5725

SUB-SURFACE LOCATORS

105 Serra Way
Suite 426
Milpitas, CA 95035

AGREEMENT

This agreement is made between Cruz Brothers Sub-Surface Locators., hereinafter referred to as "C.B.S.S.L." and the undersigned client.

Client Name Tank Protect Eng. Date 2-6-91
Billing Address 2821 Whipple Rd Job Date 2-11-91 Time 9:30
City Union City State CA Zip 94537
Requested By: John Prokovich Customer P.O. # _____ Tel. # 415 429-8000

C.B.S.S.L. agrees to perform the following scope of work for the above mentioned client. In consideration of said scope of work the client agrees to pay C.B.S.S.L. the sum of \$ 85.00 per hour. Note that there is a minimum charge of two hours and is incurred upon office departure to office return. Additional material expenses will be added to that amount. The client also agrees to compensate C.B.S.S.L. in the event it is proven that the problem noted in the scope of work does not exist such as a proven pressure test indicating no water or gas leak where one was believed to be. C.B.S.S.L. will not be held liable for any actions taken by any other persons performing work after C.B.S.S.L.'s findings or recommendations. In any event that it is determined C.B.S.S.L. is liable for its actions the liability shall be limited to the amount of its fee.

Job Location Gas station Authorized Signature John Prokovich
1230 14th St. U.S.A. Ticket # _____
City Oakland State CA Zip _____ Time 9:30

Contact Person _____ Commercial Residential _____

Scope of Work _____

Date 2-11-91 Start Time 8:30 AM End Time 11:00 AM Hours 2 1/2
Date _____ Start Time _____ End Time _____ Hours _____
Date _____ Start Time _____ End Time _____ Hours _____
Date _____ Start Time _____ End Time _____ Hours _____

Completed Job Date 2-11-91 Total Hours For This Term 2 1/2

Hourly Rate 85.00 Labor Charges 212.50

Additional Expenses _____ Amount 0

Net Terms - 10 Days Total Amount 212.50

Utility Locating Leak Detection Trouble Shooting



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

5997 PARKSIDE DRIVE PLEASANTON, CALIFORNIA 94588 (415) 484-2600

21 February 1991

Tank Protect Engineering
2821 Whipple Road
Union City, CA 94587

Gentlemen:

Enclosed is Groundwater Protection Ordinance permit 91091 for a contamination investigation at 1230 - 4th Street in Oakland for Sabek, Inc.

If you have any questions, please contact Todd Wendler or Craig Mayfield at 484-2600.

Very truly yours,


J. Killingsstad, Chief
Water Resources Engineering

TW:mm
Enc.



ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

5997 PARKSIDE DRIVE PLEASANTON, CALIFORNIA 94588 (415) 484-2600

GROUNDWATER PROTECTION ORDINANCE PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROJECT 1230 4th STREET OAKLAND, CA 94607

PERMIT NUMBER 91091 LOCATION NUMBER MAILED 2/28/91

CLIENT Name ANDY SABERI, SABEK INC. Address 1045 AIRPORT BLVD Phone 415 588-3088 City SOUTH SAN FRANCISCO Zip 94080

PERMIT CONDITIONS

Circled Permit Requirements Apply

APPLICANT Name TANK PROTECT ENGINEERING Address 2921 WHIPPLE RD Phone 415 429 8088 City UNION CITY, CA Zip 94587

TYPE OF PROJECT All Construction Geotechnical Investigation Cathodic Protection General Water Supply Contamination X Drilling Well Destruction

PROPOSED WATER SUPPLY WELL USE Domestic Industrial Other Municipal Irrigation

DRILLING METHOD: Mud Rotary Air Rotary Auger X Cable Other

DRILLER'S LICENSE NO. 484288

WELL PROJECTS Drill Hole Diameter In. Maximum Casing Diameter In. Depth ft. Surface Seal Depth ft. Number

GEOTECHNICAL PROJECTS Number of Borings 3 Maximum Hole Diameter 8 In. Depth 30 ft.

ESTIMATED STARTING DATE 2/19/91 ESTIMATED COMPLETION DATE 2/19/91

I hereby agree to comply with all requirements of this Ordinance and Alameda County Ordinance No. 73-68.

APPLICANT'S SIGNATURE John V. M... Date 2/14/91

A. GENERAL

- 1. A permit application should be submitted so as to arrive at the Zone 7 office five days prior to proposed starting date. 2. Submit to Zone 7 within 60 days after completion of permitted work the original Department of Water Resources Water Well Drillers Report or equivalent for well projects, or drilling logs and location sketch for geotechnical projects. 3. Permit is void if project not begun within 90 days of approval date.

B. WATER WELLS, INCLUDING PIEZOMETERS

- 1. Minimum surface seal thickness is two inches of cement grout placed by tremie. 2. Minimum seal depth is 50 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet.

C. GEOTECHNICAL. Backfill bore hole with compacted cuttings or heavy bentonite and upper two feet with compacted material. In areas of known or suspected contamination, tremied cement grout shall be used in place of compacted cuttings.

D. CATHODIC. Fill hole above anode zone with concrete placed by tremie.

E. WELL DESTRUCTION. See attached.

Approved Todd N. Wendler Date 15 Feb 91

LOG OF EXPLORATORY BORING

PROJECT NUMBER 150

BORING NO. SB-1



























PROJECT NAME 1230 14th Street, Oakland, CA

PAGE

BY J. V. Mrakovich

DATE 2/21/91

SURFACE ELEV. 17 FT

RECOVERY (FT/FT)	OVA (PPM)	PENETRA- TION (BLOWS/FT)	GROUND WATER LEVELS	DEPTH IN FT.	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				1			ASPHALT
				2			AGGREGATE BASE: SANDY GRAVEL (GW), yellow-brown, medium to coarse, damp, no odor.
				3			FILL: SILTY SAND (SP), grey to black, fine to medium-grained, medium-dense, damp, gasoline odor.
1.5/1.5	-	27		4			
				5			
				6			Fill: As Above, mottled brown and blue-green, gasoline odor.
				7			
				8			
				9			
1.25/1.5	-	67		10			
				11			FILL: As Above, olive-green, very dense at 10 feet, medium dense at 15 feet, gasoline odor.
				12			
				13			
				14			
1.5/1.5	-	14		15			
				16			SILTY SAND (SP), olive-green, fine to medium grained, medium dense, saturated, stiff seam at 17.5 feet, gasoline odor.
				17			
				18			Boring terminated at 20'.
				19			
				20			

REMARKS: Boring drilled with continuous-flight, 8-inch O. D., hollow-stem augers. Samples collected in a 2.5-inch O. D. California Sampler.

LOG OF EXPLORATORY BORING

PROJECT NUMBER 150

BORING NO. SB-2

PROJECT NAME 1230 14th Street, Oakland, CA

PAGE

BY J. V. Mrakovich

DATE 2/21/91

SURFACE ELEV. 17 FT

RECOVERY (FT/FT)	QVA (PPH)	PENETRA- TION (BLOWS/FT)	GROUND WATER LEVELS	DEPTH IN FT.	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				1			ASPHALT
				2			FILL: SAND (SP), brown, fine to medium-grained, medium dense, damp, musty odor.
				3			
				4			
1.25/1.5	-	22		5			
				6			
				7			FILL: CLAYEY, SILTY SAND (SP), red-brown, 5% fine gravel, organics, damp, musty odor.
				8			FILL: SILTY SAND (SP), olive-green, fine to medium-grained, dense, damp, gasoline odor
				9			
1.5/1.5	-	50		10			
				11			
				12			
				13			
				14			
1.5/1.5	-	53		15			
				16			Boring terminated at 15'; sampled to 16.5'.

REMARKS: Boring drilled with continuous-flight, 8-inch O. D., hollow-stem augers. Samples collected in a 2.5-inch O. D. California Sampler.

LOG OF EXPLORATORY BORING

PROJECT NUMBER 150

BORING NO. SB-3

PROJECT NAME 1230 14th Street, Oakland, CA

PAGE

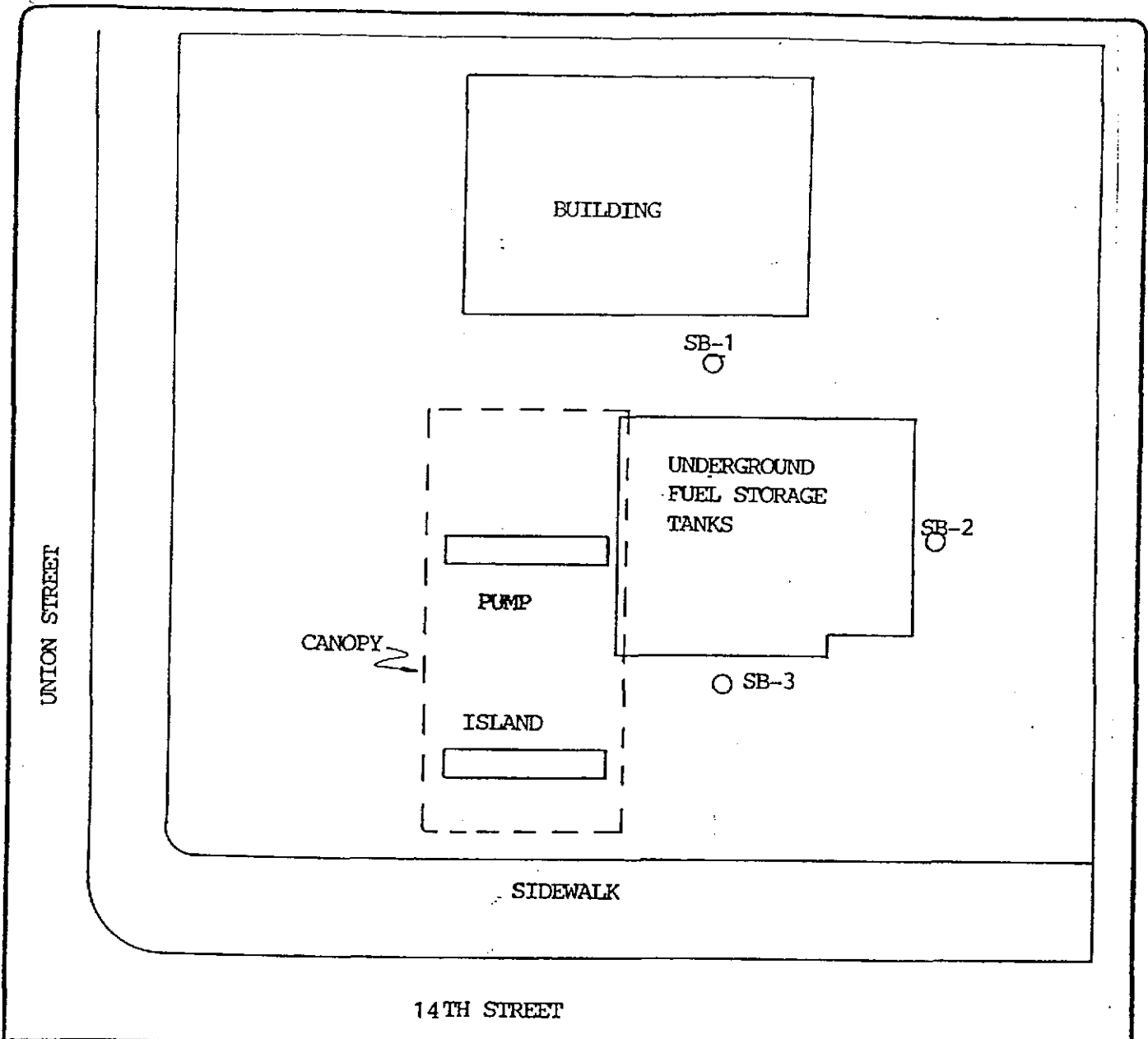
BY J. V. Mrakovich

DATE 2/21/91

SURFACE ELEV. 17 FT

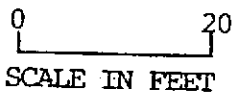
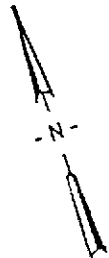
RECOVERY (FT/FT)	OVA (PPM)	PENETRA- TION (BLOWS/FT)	GROUND WATER LEVELS	DEPTH IN FT.	SAMPLES	LITHO- GRAPHIC COLUMN	DESCRIPTION
				1			ASPHALT
				2			AGGREGATE BASE AND FILL: GRAVELLY SAND (SP), yellow-brown first 3-inches, then grey, fine to coarse-grained, red brick fragments, damp, strong gasoline odor.
				3			
				4			
1.5/1.5	-	34		5			SILTY SAND (SP), olive-green, fine to medium-grained, dense, damp, strong gasoline odor.
				6			FILL: As Above, mottled red-brown and grey, gasoline odor.
				7			
				8			
1.5/1.5	-	65		9			FILL: As Above, brown, minor clay, very dense at 10 feet, dense and saturated at 15 feet, gasoline odor.
				10			
				11			
				12			
				13			
				14			
1.5/1.5	-	32		15			Boring terminated at 15'; sampled to 16.5'.
				16			

REMARKS: Boring drilled with continuous-flight, 8-inch O. D., hollow-stem augers. Samples collected in a 2.5-inch O. D. California Sampler.



LEGEND

- SB-1 SOIL BORING
- NAME AND LOCATION



SITE PLAN
1230 14TH STREET
OAKLAND, CALIFORNIA

FIGURE

JE

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
 DEPARTMENT OF ENVIRONMENTAL HEALTH
 HAZARDOUS MATERIALS DIVISION
 80 SWAN WAY, ROOM 200
 OAKLAND, CA 94621
 PHONE NO. 510/271-4320

J. Eberle

ACCEPTED

Underground Storage Tank Closure Permit Application
 Alameda County Division of Hazardous Materials
 80 Swan Way, Suite 200,
 Oakland, CA 94621
 Telephone: (510) 271-4320

These closure/removal plans have been received and found to be acceptable and essentially meet the requirements of the State and Local Health Laws. Changes to your closure plan as indicated by this Department are to be made in compliance with State and local laws. The project proposed herein is in compliance with all of any required building permits for construction and other applicable laws. One copy of the accepted plans must be on the job and available to all contractors and craftsmen involved with the removal. Any changes or alterations of the plans must be submitted to the Department and approved by the Health Care Services Department in writing. It is the responsibility of the contractor to obtain all required permits for construction and other applicable laws.

Notify this Department at least 72 hours prior to the following required inspections:

- _____ Removal of Tank (and final)
- _____ Sampling
- _____ Final Inspection

Issuance of a permit to operate. Is permanent site closure is dependent on compliance with accepted plans and all applicable laws and regulations.

*THERE IS A FINANCIAL PENALTY FOR
 NOT OBTAINING THESE INSPECTIONS

Contact Specialist:
J. Eberle 7-2-92

UNDERGROUND TANK CLOSURE PLAN

* * * Complete according to attached instructions * * *

1. Business Name Former Service Station
 Business Owner Sabek, Inc. (petroleum marketer)
 2. Site Address 1230 14th Street
 City Oakland, CA Zip 94607 Phone (510) 822-4222
 3. Mailing Address 1045 Airport Blvd ← listed on file as p.o.
 City S. San Francisco, CA Zip 94080 Phone (415) 588-3088
 4. Land Owner Sabek, Inc. contact? Andy Sabexi
 Address 1045 Airport Blvd City, State Oakland S.S.F. San Francisco Zip 94080
 CA
 5. Generator name under which tank will be manifested _____
Sabek, Inc.
- EPA I.D. No. under which tank will be manifested CAC000869056

white -env.health
 yellow -facility
 pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH

80 Swan Way, #200
 Oakland, CA 94621
 (415) 271-4320

Hazardous Materials Inspection Form

P. 1 of 2

II, III

Site ID # _____ Site Name Sabek former Service Station Today's Date 8/24/93

II.A BUSINESS PLANS (Title 19)

- ___ 1. Immediate Reporting 2703
- ___ 2. Bus. Plan Stds. 25503(b)
- ___ 3. RR Cars > 30 days 25503.7
- ___ 4. Inventory Information 25504(a)
- ___ 5. Inventory Complete 2730
- ___ 6. Emergency Response 25504(b)
- ___ 7. Training 25504(c)
- ___ 8. Deficiency 25505(a)
- ___ 9. Modification 25505(b)

Site Address 1230-14th St.

City Oakland Zip 94607 Phone _____

MAX AMT stored > 500 lbs, 55 gal., 200 cft.?

Inspection Categories:

- ___ I. Haz. Mat/Waste GENERATOR/TRANSPORTER
- ___ II. Business Plans, Acute Hazardous Materials
- III. Underground Tanks removal

* Calif. Administration Code (CAC) or the Health & Safety Code (HS&C)

Comments:

H + M onsite with manifest # 92220551 for the 2-5,000 gal. USTs, manifest # 92220552 for 12550 gal. UST, + manifest # 92220549 for the 8,000 gal and one 5,000 gal. UST.

Soil being removed from tank pit has a terrific gasoline odor.

Gary Collins of OFD onsite to verify safety/inertness of USTs.

Removal of 550 gal waste oil tank. They removed ~300 gal of waste oil from UST this a.m.: UST is rusted, single-walled steel, but no obvious holes. Tank invert at 7' bgs.

Removal of 7500-gal gasoline tank. UST is single-walled steel + does not have rust or obvious holes. Tank invert at 9' bgs.

II.B ACUTELY HAZ. MAT'LS

- ___ 10. Registration Form Filed 25533(a)
- ___ 11. Form Complete 25533(b)
- ___ 12. RMPP Contents 25534(c)
- ___ 13. Implement Sch. Req'd? (Y/N)
- ___ 14. OffSite Conseq. Assess. 25524(c)
- ___ 15. Probable Risk Assessment 25534(d)
- ___ 16. Persons Responsible 25534(g)
- ___ 17. Certification 25534(i)
- ___ 18. Exemption Request? (Y/N) 25536(b)
- ___ 19. Trade Secret Requested? 25538

III. UNDERGROUND TANKS (Title 23)

- General
- ___ 1. Permit Application 25284 (H&S)
 - ___ 2. Pipeline Leak Detection 25292 (H&S)
 - ___ 3. Records Maintenance 2712
 - ___ 4. Release Report 2651
 - ___ 5. Closure Plans 2670

- Monitoring for Existing Tanks
- ___ 6. Method
 - 1) Monthly Test
 - 2) Daily Vadose Semi-annual groundwater One time soils
 - 3) Daily Vadose One time soils Annual tank test
 - 4) Monthly Groundwater One time soils
 - 5) Daily Inventory Annual tank testing Cont pipe leak det Vadose/groundwater mon.
 - 6) Daily Inventory Annual tank testing Cont pipe leak det
 - 7) Weekly Tank Gauge Annual tank test
 - 8) Annual Tank Testing Daily Inventory
 - 9) Other

- ___ 7. Precs Tank Test Date: 2643
- ___ 8. Inventory Rec. 2644
- ___ 9. Soil Testing 2646
- ___ 10. Ground Water. 2647

- New Tanks
- ___ 11. Monitor Plan 2632
 - ___ 12. Access. Secure 2634
 - ___ 13. Plans Submit Date: 2711
 - ___ 14. As Built Date: 2635

Contact: Lee N. Huckins

Title: Hydrogeologist

Signature: Lee Huckins

Inspector: Jennifer Eberk

Signature: J Eberk

II, III

white -env.health
 yellow -facility
 pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH

80 Swan Way, #200
 Oakland, CA 94621
 (415) 271-4320

Hazardous Materials Inspection Form

p. 2 of 2

II, III

Site ID # _____ Site Name former service station Today's Date 8/24/93

II.A BUSINESS PLANS (Title 19)

- ___ 1. Immediate Reporting 2703
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- ___ 3. RR Cars > 30 days 25503.7
- ___ 4. Inventory Information 25504(a)
- ___ 5. Inventory Complete 2730
- ___ 6. Emergency Response 25504(b)
- ___ 7. Training 25504(c)
- ___ 8. Deficiency 25505(a)
- ___ 9. Modification 25505(b)

Site Address 1230-14th St.

City Oakland Zip 94607 Phone _____

___ MAX AMT stored > 500 lbs, 55 gal., 200 cft.?

Inspection Categories:

- ___ I. Haz. Mat/Waste GENERATOR/TRANSPORTER
- ___ II. Business Plans, Acute Hazardous Materials
- III. Underground Tanks Removal

II.B ACUTELY HAZ. MATLS

- ___ 10. Registration Form Filed 25533(a)
- ___ 11. Form Complete 25533(b)
- ___ 12. RMPP Contents 25534(c)
- ___ 13. Implement Sch. Req'd? (Y/N) _____
- ___ 14. OnSite Conseq. Assess. 25524(c)
- ___ 15. Probable Risk Assessment 25534(d)
- ___ 16. Persons Responsible 25534(g)
- ___ 17. Certification 25534(f)
- ___ 18. Exemption Request? (Y/N) 25536(b)
- ___ 19. Trade Secret Requested? 25538

* Calif. Administration Code (CAC) or the Health & Safety Code (HS&C)

III. UNDERGROUND TANKS (Title 23)

- General**
- ___ 1. Permit Application 25284 (H&S)
- ___ 2. Pipeline Leak Detection 25292 (H&S)
- ___ 3. Records Maintenance 2712
- ___ 4. Release Report 2651
- ___ 5. Closure Plans 2670
- Monitoring for Existing Tanks**
- ___ 6. Method
- 1) Monthly Test
- 2) Daily Vadose
Semi-annual groundwater
One time soil
- 3) Daily Vadose
One time soil
Annual tank test
- 4) Monthly Groundwater
One time soil
- 5) Daily Inventory
Annual tank testing
Cont pipe leak det
Vadose/groundwater mon.
- 6) Daily Inventory
Annual tank testing
Cont pipe leak det
- 7) Weekly Tank Gauge
Annual tank testing
- 8) Annual Tank Testing
Daily Inventory
- 9) Other _____
- ___ 7. Preck Tank Test 2643
Date: _____
- ___ 8. Inventory Rec. 2644
- ___ 9. Soil Testing 2646
- ___ 10. Ground Water. 2647
- New Tanks**
- ___ 11. Monitor Plan 2632
- ___ 12. Access, Secure 2634
- ___ 13. Plans Submit 2711
Date: _____
- ___ 14. As Built 2635
Date: _____

Comments:

3:50 Removal of 7,500-gal. Superunleaded UST (Tank C). UST is single-walled steel & does not have rust or obvious holes.

3:20 Removal of 8,000-gal. leaded UST (Tank D). UST is single-walled steel with a tar wrap; therefore unable to detect rust or holes. Soil on sidewalls appears to be clean. Small amt water at 14" bg.

4:00 Removal of 7,500-gal. unleaded UST (tank A). UST is single-walled steel & does not have rust or obvious holes. The soil in this end of the pit is severely discolored & odorous. Gasoline is leaking out of the piping into pit (small amt).

* Stockpiles & pit to be sampled later/tomorrow. Site should be secured. The 7,500 gal. USTs are actually 5,000-gal. in tank.

4:45 leave site

Contact: Lee Hickins - Lee Hickins

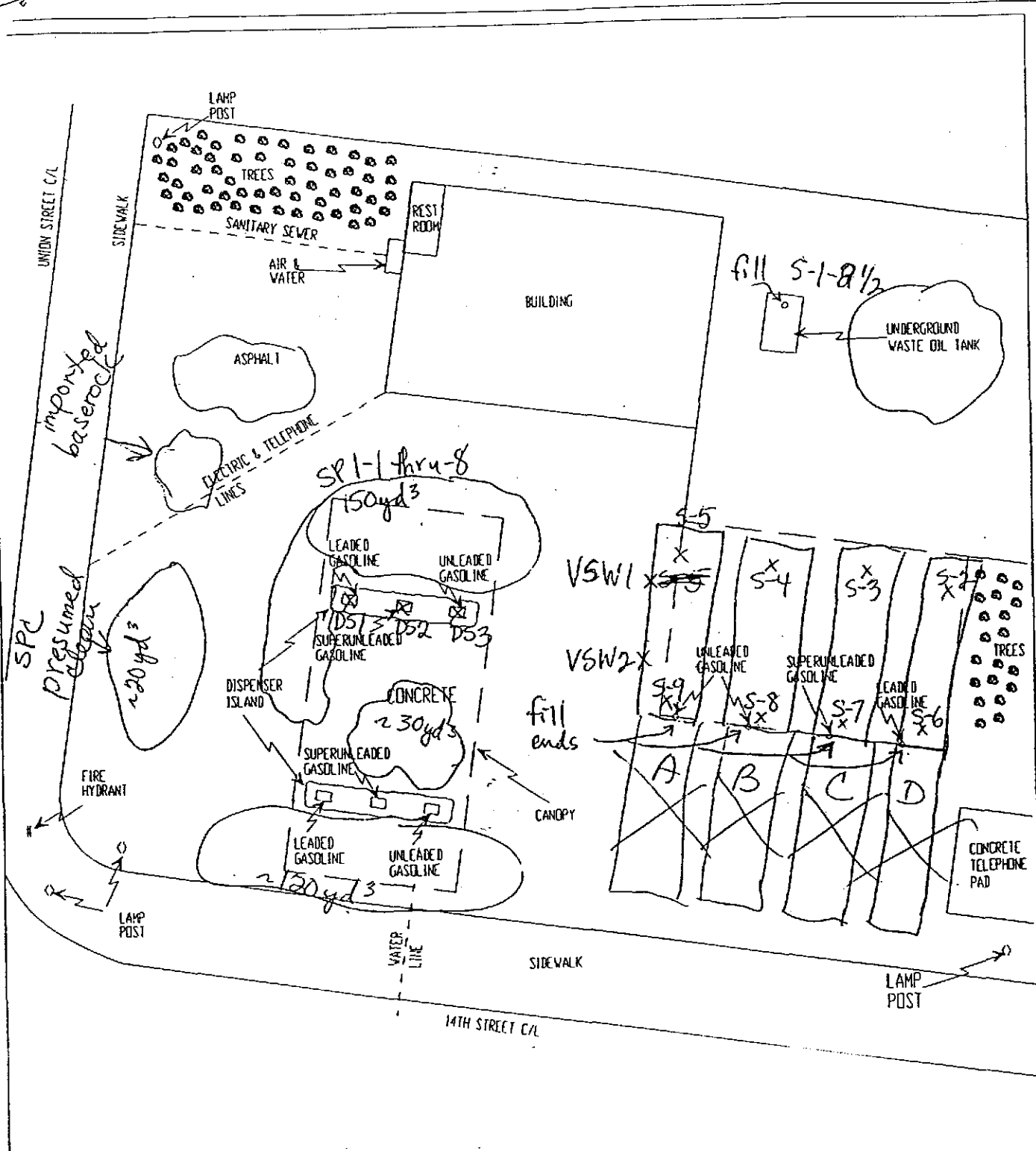
Title: Hydrogeologist

Signature: Lee Hickins

Inspector: Jennifer Eberle

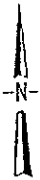
Signature: J Eberle

II, III



LEGEND

○ FILL HOLE



0 20
SCALE IN FEET

TANK PROTECT ENGINEERING

SITE PLAN

1230 14TH STREET
OAKLAND, CA

DATE	6/22/93
FIGURE	
FILE #	150-1
DRAWN BY	SL
CHECKED BY	TH

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input type="checkbox"/> NO		FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM.	
REPORT DATE 0 <u>9</u> <u>1</u> d <u>7</u> d <u>9</u> <u>3</u> y		CASE #		SIGNED: <u>[Signature]</u> DATE: <u>9-20-93</u>	
REPORTED BY	NAME OF INDIVIDUAL FILING REPORT Marc Zomorodi		PHONE (510) 429-8088	SIGNATURE <u>[Signature]</u>	
	REPRESENTING <input type="checkbox"/> LOCAL AGENCY <input checked="" type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> OTHER		COMPANY OR AGENCY NAME Tank Protect Engineering of Northern California, Inc.		
	ADDRESS 2821 Whipple Road		Union City, CA	94587	
RESPONSIBLE PARTY	NAME Sabek, Inc. <input type="checkbox"/> UNKNOWN		CONTACT PERSON Andy Saberi	PHONE (415) 588-3088	
	ADDRESS 1045 Airport Blvd.		S. San Francisco, CA	94080	
SITE LOCATION	FACILITY NAME (IF APPLICABLE) Former Service Station		OPERATOR Sabek, Inc.	PHONE (510) 822-4222	
	ADDRESS 1230 14th Street		Oakland, Alameda	94607	
	CROSS STREET				
IMPLEMENTING AGENCIES	LOCAL AGENCY Alameda County Health Care Servs. Agency		CONTACT PERSON Jennifer Eberle	PHONE (510) 271-4320	
	REGIONAL BOARD CRWQCB - San Francisco Bay Region		Rich Hiett	PHONE (510) 464-1255	
SUBSTANCES INVOLVED	(1) NAME Petroleum hydrocarbons - see below		QUANTITY LOST (GALLONS) <input type="checkbox"/> UNKNOWN		
	(2)		<input type="checkbox"/> UNKNOWN		
DISCOVERY/ABATEMENT	DATE DISCOVERED 0 <u>8</u> <u>2</u> d <u>4</u> d <u>9</u> <u>3</u> y		HOW DISCOVERED <input type="checkbox"/> TANK TEST <input checked="" type="checkbox"/> TANK REMOVAL <input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/> OTHER		
	DATE DISCHARGE BEGAN <input checked="" type="checkbox"/> UNKNOWN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input checked="" type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> OTHER		
	HAS DISCHARGE BEEN STOPPED? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE				
SOURCE/CAUSE	SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER		CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER		
	CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)				
CURRENT STATUS	CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input checked="" type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY				
	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> IM EXTRACT (VE) <input type="checkbox"/> OTHER (OT)				

and three ^{7,500-gal} 5,000-gallons gasoline, one 8,000-gallon gasoline and one gallon waste oil underground storage tanks.

white -env.health
 yellow -facility
 pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH
 Hazardous Materials Inspection Form

80 Swan Way, #200
 Oakland, CA 94621
 (415) 271-4320

p. 1 of 2

II, III

Site ID # _____ Site Name former service station Today's date 8/25/93

Site Address 7230-14th St.

City Oakland Zip 94607 Phone _____

MAX AMT stored > 500 lbs, 55 gal., 200 cft.?

Inspection Categories:

- I. Haz. Mat/Waste GENERATOR/TRANSPORTER
- II. Business Plans, Acute Hazardous Materials
- III. Underground Tanks sampling (see map)

* Calif. Administration Code (CAC) or the Health & Safety Code (HS&C)

II.A BUSINESS PLANS (Title 19)

- 1. Immediate Reporting 2703
- 2. Bus. Plan Stds. 25503(b)
- 3. RR Cars > 30 days 25503.7
- 4. Inventory Information 25504(a)
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- 7. Training 25504(c)
- 8. Deficiency 25505(a)
- 9. Modification 25505(b)

II.B ACUTELY HAZ. MATLS

- 10. Registration Form Filed 25533(a)
- 11. Form Complete 25533(b)
- 12. RMPP Contents 25534(c)
- 13. Implement Sch. Req'd? (Y/N)
- 14. OffSite Conseq. Assess. 25524(c)
- 15. Probable Risk Assessment 25534(d)
- 16. Persons Responsible 25534(g)
- 17. Certification 25534(f)
- 18. Exemption Request? (Y/N) 25536(b)
- 19. Trade Secret Requested? 25538

III. UNDERGROUND TANKS (Title 23)

- General
- 1. Permit Application 25284 (H&S)
 - 2. Pipeline Leak Detection 25292 (H&S)
 - 3. Records Maintenance 2712
 - 4. Release Report 2651
 - 5. Closure Plans 2670

- Monitoring for Existing Tanks
- 6. Method
 - 1) Monthly Test
 - 2) Daily Vadose
Semi-annual groundwater
One time soils
 - 3) Daily Vadose
One time soils
Annual tank test
 - 4) Monthly Groundwater
One time soils
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Cont pipe leak det
Vadose/groundwater mon.
 - 6) Daily Inventory
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Cont pipe leak det
 - 7) Weekly Tank Gauge
Annual tank testing
 - 8) Annual Tank Testing
Daily Inventory
 - 9) Other

- 7. Precs Tank Test 2643
Date: _____
- 8. Inventory Rec. 2644
- 9. Soil Testing 2646
- 10. Ground Water. 2647

- New Tanks
- 11. Monitor Plan 2632
 - 12. Access. Secure 2634
 - 13. Plans Submit 2711
Date: _____
 - 14. As Built 2635
Date: _____

Comments:
 Crew just finishing lunch.
 1:30 Waste oil pit: soil sample from beneath fill end at ~8 1/2' bgs. Soil below fill end is bright emerald green, but surrounding soil is brown. (S-19) Sidewalls look clean.

1:55 Fuel tank pit: (one large excavation)
 Soil samples taken below tanks:
 S-2 is N end Tank D (14' bgs)
 S-3 is N end Tank C (11' bgs)
 2:30 S-4 is N end Tank B (11' bgs)
 3:40 S-6 is S end Tank D (13' bgs)
 S-7 is S end Tank C (11' bgs)
 3:05 S-8 is S end Tank B (11' bgs)
 S-9 is S end Tank A (11' bgs)
 3:20 S-5 is N end Tank A (11' bgs).

HC
 All samples in fuel tank had odor + were discolored.
 S-1 to be sampled for waste oil constituents.
 S-2 + S-6 to be sampled for total Pb, ~~and~~

All samples analyzed for TPH-g + BTEX.

Contact: LYLE TRAVIS
 Title: CIVIL ENGR
 Signature: [Signature]

Inspector: Jennifer Eberle
 Signature: [Signature]

II, III

white -env.health
yellow -facility
pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH

80 Swan Way, #200
Oakland, CA 94621
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Hazardous Materials Inspection Form

p. 2 of 2

II, III

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II.B ACUTELY HAZ. MATLS

- ___ 10. Registration, Form Filed 25533(a)
- ___ 11. Form Complete 25533(b)
- ___ 12. RMPP Contents 25534(c)
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- ___ 17. Certification 25534(f)
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- ___ 19. Trade Secret Requested? 25538

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- General**
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- ___ 4. Release Report 2651
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- ___ 6. Method
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 - 2) Daily Vadose
Semi-annual groundwater
One time soils
 - 3) Daily Vadose
One time soils
Annual tank test
 - 4) Monthly Groundwater
One time soils
 - 5) Daily Inventory
Annual tank testing
Cont pipe leak det
Vadose/groundwater mon.
 - 6) Daily Inventory
Annual tank testing
Cont pipe leak det
 - 7) Weekly Tank Gauge
Annual tank testing
 - 8) Annual Tank Testing
Daily Inventory
 - 9) Other _____
- ___ 7. Precs Tank Test 2643
Date: _____
- ___ 8. Inventory Rec. 2644
- ___ 9. Soil Testing 2646
- ___ 10. Ground Water. 2647
- New Tanks**
- ___ 11. Monitor Plan 2632
- ___ 12. Access. Secure 2634
- ___ 13. Plans Submit 2711
Date: _____
- ___ 14. As Built 2635
Date: _____

Site Address 1230-14th St.

City Oakland Zip 94607 Phone _____

MAX AMT stored > 500 lbs., 55 gal., 200 cft.?

Inspection Categories:

- ___ I. Haz. Mat/Waste GENERATOR/TRANSPORTER
- ___ II. Business Plans, Acute Hazardous Materials
- ___ III. Underground Tanks

Calif. Administration Code (CAC) or the Health & Safety Code (HS&C)

Comments:

3:35 Sampling under dispensers (see map):
DS1 at ~1' bgs - sandy; appears clean
4:55 DS2 at ~1' bgs } soil; + no odor
DS3 at ~1' bgs }
4:10 DS4 at ~1' bgs }
DS5 at ~1' bgs }
DS6 at ~1' bgs }
DS1 and DS4 will be analyzed for total Pb, as well as TPHg + BTEX.
All DS samples to be analyzed for TPHg + BTEX.
4:30 West sidewall of fuel pit sampled because it's ~~st~~ stained.
VSW-1 at ~6' bgs ? stained + odorous
VSW-2 at ~6' bgs }

II, III

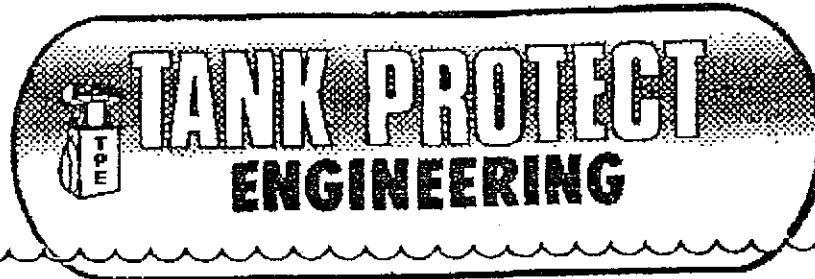
Contact: _____

Title: _____

Signature: Joe Hopkins

Inspector: Jennifer Eberle

Signature: J Eberle



(510) 429-8088
(800) 523-8088
FAX (510) 429-8089

Of Northern California, Inc.

FROM: TANK PROTECT ENGINEERING

DATE: September 16, 1993

TO: Alameda County Health Services Dept.

ATTN: Jennifer Eberle

RE.: Information Requested

NO. OF PAGES: 9

(Include cover sheet)

If all pages are not received please notify sender.

MESSAGE:



PRIORITY ENVIRONMENTAL LABS

Precision Environmental Analytical Laboratory

PEL #: 9308104

August 31, 1993

TANK PROTECT ENGINEERING, INC.

Attn: Jeff

Project name : Sabek, Inc.
Project location: 1230 14th St.
Sample I.D.: S-1

Project number: 150A082693

Date Sampled: Aug 25, 1993
Date Analyzed: Aug 30, 1993

Date Submitted: Aug 27, 1993

Method of Analysis: EPA 8010

Detection limit: 5.0 ug/Kg

COMPOUND NAME	CONCENTRATION (ug/Kg)	SPIKE RECOVERY (%)
Chloromethane	N.D.	91.6
Vinyl Chloride	N.D.	-----
Bromomethane	N.D.	-----
Chloroethane	N.D.	-----
Trichlorofluoromethane	N.D.	87.8
1,1-Dichloroethene	N.D.	-----
Methylene Chloride	N.D.	-----
1,2-Dichloroethene (TOTAL)	N.D.	83.5
1,1-Dichloroethane	N.D.	-----
Chloroform	N.D.	89.2
1,1,1-Trichloroethane	N.D.	-----
Carbon Tetrachloride	N.D.	-----
1,2-Dichloroethane	N.D.	101.6
Trichloroethene	N.D.	-----
1,2-Dichloropropane	N.D.	-----
Bromodichloromethane	N.D.	-----
2-Chloroethylvinylether	N.D.	-----
Trans-1,3-Dichloropropene	N.D.	-----
Cis-1,3-Dichloropropene	N.D.	-----
1,1,2-Trichloroethane	N.D.	103.8
Tetrachloroethene	N.D.	-----
Dibromochloromethane	N.D.	-----
Chlorobenzene	N.D.	-----
Bromoform	N.D.	-----
1,1,2,2-Tetrachloroethane	N.D.	-----
1,3-Dichlorobenzene	N.D.	-----
1,4-Dichlorobenzene	N.D.	-----
1,2-Dichlorobenzene	N.D.	-----

David Duong
Laboratory Director



PRIORITY ENVIRONMENTAL LABS

Precision Environmental Analytical Laboratory

August 31, 1993

PEL # 9308104

TANK PROTECT ENGINEERING, INC.

Attn: Jeff

Re: Twenty two soil samples for Gasoline/BTEX, Diesel, and Oil & Grease analyses.

Project name: Sabek, Inc.

Project location: 1230 14th St.

Project number: 150A082693

Date sampled: Aug 25-26, 1993

Date submitted: Aug 27, 1993


Date extracted: Aug 27-30, 1993

Date analyzed: Aug 27-30, 1993

RESULTS:

SAMPLE I.D.	Gasoline (mg/Kg)	Diesel (mg/Kg)	Benzene (ug/Kg)	Toluene (ug/Kg)	Ethyl Benzene (ug/Kg)	Total Xylenes (ug/Kg)	Oil & Grease (mg/Kg)
DS-1	13	---	7.0	17	21	72	---
DS-2	2.0	---	5.3	8.9	12	31	---
DS-3	1.3	---	N.D.	5.9	6.1	18	---
DS-4	2.7	---	5.5	9.4	16	47	---
DS-5	3.4	---	5.9	11	18	61	---
DS-6	11	---	6.8	15	18	64	---
S-1 waste oil UST	67	1200	38	89	110	380	7700
S-2	2200	---	1400	3200	3500	13000	---
S-3	530	---	400	760	830	3100	---
S-4	40	---	31	59	66	290	---
S-5	1.4	---	N.D.	6.3	8.1	25	---
S-6	1600	---	970	2300	2700	10000	---
S-7	11000	---	6700	16000	18000	69000	---
S-8	18000	---	11000	26000	30000	110000	---
S-9	6200	---	3700	8700	10000	37000	---
SP1-1,2,3,4*	960	---	580	1400	1600	5900	---
SP1-5,6,7,8*	950	---	560	1400	1500	5700	---
SP2-1,2,3,4*	3500	---	2200	5100	5900	22000	---
SP2-5,6,7,8*	4800	---	2800	7100	8200	31000	---
VSPC-1	1.7	---	N.D.	6.6	9.6	28	---
VSW-1	4800	---	2900	7000	8000	30000	---
VSW-2	21	---	150	290	330	1300	---
Blank	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.	N.D.
Spiked Recovery	82.3%	94.1%	84.0%	85.2%	83.1%	92.2%	---
Duplicate Spiked Recovery	92.0%	93.6%	89.5%	90.6%	88.4%	98.7%	---
Detection limit	1.0	1.0	5.0	5.0	5.0	5.0	10
Method of Analysis	5030/ 8015	3550/ 8015	8020	8020	8020	8020	5520 D & F

*Composited soil samples.


 David Duong
 Laboratory Director



TANK PROTECT ENGINEERING

2821 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PEL # 9308104 (2 of 4)

INV # 23944

LAB: Priority Env

TURNAROUND: normal

P.O. #: 686

CHAIN OF CUSTODY

PAGE 2 OF 4

PROJECT NO.		SITE NAME & ADDRESS				(1) TYPE OF CON- TAINER	ANALYTES REQUESTED						REMARKS					
150A082693		Sabek Inc 1730 14th St					TOTAL LIGHT BC	AROMATIC BC	TOTAL HEAVY BC	OIL & GREASE	PCC SCRN (621.9)	OTHER		Total Pb				
SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER						ID NO.	DATE	TIME	SOIL	WATER	SAMPLING LOCATION							
Lee Hutchins 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088																		
S-2	8/25	1400	2		14'	Brass	X	X										
S-3	8/25	1415	2		11.0	Brass	X	X										
S-4	8/25	1425	2		11.0	Brass	X	X										
S-5	8/25	15	2		11.0	Brass	X	X										
S-6	8/25	1440	2		13.0	Brass	X	X									X	
S-7	8/25	1455	2		17.0	Brass	X	X										
S-8	8/25	1500	2		11.0	Brass	X	X										
S-9	8/25	1510	2		11.0	Brass	X	X										
DS-1	8/25	1550	2		7.0	Brass	X	X										X
Relinquished by: (Signature)		Date / Time		Received by: (Signature)		Relinquished by: (Signature)		Date / Time		Received by: (Signature)								
<i>Lee Hutchins</i>		8/26/93 14:00		<i>Tom Miller</i>		<i>Tom Miller</i>		8/28/93 09:42										
Relinquished by: (Signature)		Date / Time		Received by: (Signature)		Relinquished by: (Signature)		Date / Time		Received by: (Signature)								
		1		<i>W. Miller</i>				1										
Relinquished by: (Signature)		Date / Time		Received for Laboratory by: (Signature)		Date / Time		Remarks										
		8/27/93 09:45		<i>PEL</i>														

DATE: 8-26-93

FORM NO. 101-100-100-100



TANK PROTECT ENGINEERING

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UNION CITY, CA 94587
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PEL # 9308104 (4 of 4)
INV # 23944

LAB: Priority Env
TURNAROUND: Normal
P.O. #: 686

PAGE 4 OF 4

CHAIN OF CUSTODY

PROJECT NO.		SITE NAME & ADDRESS				(1) TYPE OF CONTAINER	ANALYTES REQUESTED							REMARKS
SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER		SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER					TOTAL LIGHT HC	AROMATIC HC	TOTAL HEAVY HC	OIL & GREASE	PCC ECM (624-0)	OTHER		
ID NO.	DATE	TIME	SOIL	WATER	SAMPLING LOCATION									
A 508082693		Sabek Inc 1730 W 4th St												
Lee Hudkins 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088		Lee Hudkins 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088												
SP23	8/26	124	X		30	BRASS	X	X					Composite into 1 sample SP2(1-4)	
SP24	8/26	1218	X		30	BRASS	X	X						
SP25	8/26	1223	X		30	BRASS	X	X						
SP26	8/26	1227	X		30	BRASS	X	X						Composite into 1 sample SP2(5-8)
SP27	8/26	1233	X		30	BRASS	X	X						
SP28	8/24	1240	X		30	BRASS	X	X						
USPC-1	8/24	1250	X		30	BRASS	X	X						
USPC-2	8/24	1255	X		30	BRASS	X	X						
Relinquished by: (Signature) <i>Lee Hudkins</i>		Date / Time 8/26/93 4:00	Received by: (Signature) <i>John Miller</i>		Relinquished by: (Signature) <i>John Miller</i>	Date / Time 8/27/93 9:43	Received by: (Signature)							
Relinquished by: (Signature)		Date / Time	Received by: (Signature)		Relinquished by: (Signature)	Date / Time	Received by: (Signature)							
Relinquished by: (Signature)		Date / Time 8/27/93 9:45	Received for Laboratory by: (Signature) <i>PDL</i>		Date / Time	Remarks								

DATE: 8-26-93