

7-7-93

MEMO to file:

I spoke with Larry Olund today, owner of property south of the subject site upon which additional env. work is required to be performed. Shell, through Weiss Assoc., has been attempting since late 1992 to forge an acceptable "right-of-entry" agreement with Mr. Olund and his attorney Gerard Glass. David Elias of WEISS called me last week to inform me that, after much negotiation and changes made to the original access agreement, a "final" amended agreement was submitted to Mr. Olund for signature. Mr. Olund apparently refused to sign it. Mr. Elias said Mr. Olund refused signing because one of the borings would, in his view, disrupt his tenants rightful use of his ~~property~~ site. Mr. Olund said that the access agreement must reflect the tenants rights vis-a-vis a place for the tenant to sign this agreement. I promised Mr. Elias I would speak to Mr. Glass re: This issue.

I called Mr. Glass' office initially, but was informed by Jill _____ that he was on vacation until July 13. I then called Mr. Olund, as stated above. Mr. Olund clearly is aggitated about having this work performed on his site. He kept saying the borings were not properly placed, the proposal's map was incorrectly depicting ~~this~~ property's improvements, and that

the tenant should be involved in the access process. Mr. Olund claimed his attorney advised him not to sign the agreement. I asked why this "tenant issue" has come up now, as opposed to earlier during the ~7 or 8 months of negotiating with Shell. He said "They" just thought of it.

~~_____~~

I requested he provide the information to Shell or their consultant which would enable a "correct" depiction of his site relative to the proposed borings. He said that info was "in his head."

Could he then be more specific about just what was incorrect with Shell's site maps, I asked. He wouldn't be more specific than to just say Shell's maps did not show the buildings correctly. I explained such precise maps are likely unimportant anyway. What is important, I said, is that the borings are placed appropriately to assess the site within the framework of

physical constraints presented by the on-site improvements. We also talked about the preassessment survey done ~~_____~~ by U.S.A. or other firm to locate buried utilities prior to drilling. Mr. Olund expressed concern, apparently, that one of the borings "was on top of a pipe," presumably a sewer or water line.

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I "encouraged" Mr. Olund to square the access agreement swiftly, and reminded him that this work would have to be performed by contractors he hires at his expense should an agreement not soon be signed and work performed.

Mr. Olund closed by asking what will happen when Shell finds contamination on his property. I responded by telling him that much would depend on what was found, the concentrations, depths, and whether GW was impacted. I also explained that much of that issue would have to be negotiated with Shell. He said he already knows his property will be impacted because, as former dealer of the ~~sub~~ subject Shell station, he knew the tanks leaked.

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LIC. NO. 385249

CLAREMONT SHEET METAL, INC.

HEATING - AIR CONDITIONING - SHEET METAL

AARON STEWART

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Memo to file:

8-20-92

During my visit to this site yesterday (8/19), I spoke to Mr. Aaron Stewart of Claremont Sheetmetal, 6066 Claremont Ave. I told him that I was surprised to find that another property lies between his and the Shell station. He said that the owner of this other property is Mr. Larry Olund. He said Mr. Olund operated, and even owned, the Shell station for 15 or so years until the mid 1980's. He said Mr. Olund may even still own the site, for Olund owns a number of properties in this area of Oakland.

The county assessor's records indicate the Shell station property is owned by Montrose Investment Company, with a mailing address in Larkspur, Ca. Directory assistance could not provide a phone # for this company. What connection, if any, there is between Mr. Olund and Montrose is unknown.

What is curious is that, according to Mr. Stewart's account, Olund was approached, as was Claremont Sheetmetal, to allow borings/wells to be advanced at his site. Olund apparently refused, Stewart agreed. Olund's property is directly downgradient of well MW-4 where free product has been observed since the wells were first installed during 1990.

8/20/92

A technician from EMCON happened to be sampling wells at this site during my visit. Approximately 0.6 liters of FP were removed from the "PetroTrap" interface skimmer in MW-4. The product had a dark amber color, and a consistency very similar to clean motor oil. The odor was much like diesel fuel. The technician said that so much of this material was in the skimmer that it was overflowing the trap.

Note:

I spoke with Mr. Olund today. He said that he didn't want anyone to drill on his property. I advised him that we suspect the Shell leak had affected his property. He said "I know it has," and that "[he] had told Shell about it since the '50's". I advised him that it would really be in his best interest to let Shell do the work, and to work out a contract for access with them. Should such an agreement not be ~~reached~~ reached, the RWQCB would issue an executive order compelling him to do it, at his cost. I suggested that he allow his attorney to handle the specifics w/ Shell.

He also said that he has never owned the Shell site. He said he was only the tenant.