

12/15/01

Ms Susan Hugo

Alameda County Health Services

Re: Responsible Party 1701 Webster St. Alameda

As discussed on the telephone sometime ago, I sent a letter to Tom Peacock dated 10/13/94 regarding naming additional parties for the above mentioned site. I would like a response to this request. I reviewed the letter in the file today.

In addition, I would like my mother, Bernita Leshonshi, removed from the designation as the responsible party as she passed away December 24, 1999 and I would like to close her estate.

Furthermore my mother was never an owner of the property.

She was only the trustee of the Ethel Koof Trust. The property was an asset of the trust; therefore, the trust and the oil companies should be the responsible parties. I am enclosing a tax bill for 1711 Webster Street which contains the corner stone (1701 Webster). For further reference please see the Alta Survey Survey for the site in the file. The <sup>tax</sup> bill lists my mother as trustee. In addition all claims made to the UST cleanup fund were under the Trust U/W of Ethel Koof.

Thank you

Cal Seanoy Co-Trustee Ethel Koof Trust  
" " Bernita Leshonshi Trust

(510) 531-7616  
3032 Dakota St  
Oakland CA 94602



**Alameda County**  
**Office of the Treasurer**  
**and Tax Collector**



**Donald R. White**  
**Treasurer and Tax Collector**  
1221 Oak Street  
Oakland, California 94612

**Statement of Property Taxes, 1992 - 93**  
**Alameda County Secured Roll**  
Fiscal Year July 1, 1992 to June 30, 1993

**IMPORTANT MESSAGES**



\$10.00 SERVICE CHARGE ON ANY RETURNED CHECK.

IF YOUR TAXES ARE PAID THROUGH ESCROW (SAVINGS & LOAN OR MORTGAGE COMPANY) IT IS YOUR RESPONSIBILITY TO FORWARD THIS BILL TO YOUR AGENT.

**PLEASE SEE BACK FOR MORE INFORMATION**

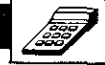
**PROPERTY OWNER INFO**



LOCATION OF PROPERTY  
1711 WEBSTER ST  
ASSESSED TO ON MARCH 1, 1992  
LESKOWSKI BERNITA A TR  
  
LESKOWSKI BERNITA A TR  
  
6319 CASTLE DR  
OAKLAND CA 94611

REFERENCE  
74-431-4  
TRACER  
162308  
TAX RATE AREA  
21-004  
SPECIAL HANDLING

**TAX COMPUTATION WORKSHEET**



**TAX RATE BREAKDOWN**



Valuation

Tax Rates

Homeowner Exemptions

Other Exempt

Payments

	Full Value	× Tax Rate	= Tax Amount	Totals
LAND	130,753			
IMPROVEMENTS	252,150			
<b>272-3787 TOTAL REAL PROPERTY</b>	<b>382,903</b>			
PERSONAL PROPERTY				
<b>272-6564 GROSS ASSESSMENT &amp; TAX</b>	<b>382,903</b>	<b>1.2071%</b>	<b>4,622.02</b>	
HOMEOWNERS EXEMPTION				
<b>272-3770 OTHER EXEMPTION</b>				
NET ASSESSMENT & TAX	382,903	1.2071%	4,622.02	<b>4,622.02</b>
<b>272-6587</b>				
<b>272-6925</b>				
<b>Fixed Charges and/or Special Assessments (use phone numbers at left for inquiries)</b>				
748-4592 CITY SEWER SERVICE			1,594.64	
748-4561 CITY LANDSCAPE 3			1,126.26	
783-7744 MOSQUITO ABATEMENT			1.74	
667-7557 CSA VECTOR CONTROL			7.92	
451-3440 EBMUD WETWEATHER			160.38	
748-4517 URBAN RUN-OFF			139.40	

Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	3,829.03
VOTER APPROVED DEBT SERVICE :		
CITY OF ALAMEDA	.0175%	67.01
SCHOOL UNIFIED	.1488%	569.76
SCHOOL COMM COLL	.0076%	29.10
BAY AREA RAPID TRANSIT	.0258%	98.79
EAST BAY REGIONAL PARK	.0074%	28.33
<b>TOTAL</b>	<b>1.2071%</b>	<b>4,622.02</b>

*pd 11/30/92  
11/15/92 2nd  
method # 1454*

**TOTAL FIXED CHARGES AND/OR SPECIAL ASSESSMENTS**

3,030.34

**TOTAL AMOUNT DUE**

First Installment

Second Installment

**3,030.34**

**7,652.36**

**1**

**3,826.18**

**2**

**3,826.18**

To pay both installments at the same time, see information on back, paragraph 3(c).

232,682

ALAMEDA COUNTY  
HEALTH CARE SERVICES



AGENCY  
DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH  
1131 Harbor Bay Parkway  
Alameda, CA 94502-6577  
(510) 567-6700

StID 3804

March 18, 1996

Ms. Bernita Leskowski  
6319 Castle Drive  
Oakland, CA 94611

RE: Date Correction of Letter Regarding 1701 Webster St,  
Alameda, CA 94501

Dear Ms. Leskowski:

On March 9, 1996 a letter was inadvertently sent to you with an incorrect date. Enclosed is a Remedial Action Completion Certification Letter with the corrected date. Sorry for any inconveniences this may have caused.

If you have any questions, I can be reached at (510) 567-6762.

Very truly yours,

eva chu  
Hazardous Materials Specialist

cc: Chief, Division of Environmental Protection  
Kevin Graves, RWQCB  
Mike Harper, SWRCB  
Gary Aguiar, 3732 Mt. Diablo Blvd, #372, Lafayette 94549  
files (devon.4)

LOP - RECORD CHANGE REQUEST FORM

printed:  
03/06/96

Mark Out What Needs Changing and Hand to LOP Data Entry  
(Name/Address changes go to Annual Programs Data Entry)

Insp: EC

AGENCY # : 10000      SOURCE OF FUNDS: F      SUBSTANCE: 8006619  
 StID : 3804      LOC: 07/01/94  
 SITE NAME: Devon Home Center      DATE REPORTED : 05/31/89  
 ADDRESS : 1701 Webster St      DATE CONFIRMED: 05/31/89  
 CITY/ZIP : Alameda 94501      MULTIPLE RPs : N

SITE STATUS

-----  
 CASE TYPE: S      CONTRACT STATUS: 4      PRIOR CODE:3B2      EMERGENCY RESP:  
 RP SEARCH: S      DATE COMPLETED: 03/17/92  
 PRELIMINARY ASMNT: U      DATE UNDERWAY: 10/30/89      DATE COMPLETED: 08/17/95  
 REM INVESTIGATION:      DATE UNDERWAY:      DATE COMPLETED:  
 REMEDIAL ACTION:      DATE UNDERWAY:      DATE COMPLETED:  
 POST REMED ACT MON:      DATE UNDERWAY:      DATE COMPLETED:

ENFORCEMENT ACTION TYPE: 1      DATE ENFORCEMENT ACTION TAKEN: 03/17/92  
 LUFT FIELD MANUAL CONSID: 3HSCAWG  
 CASE CLOSED: Y      DATE CASE CLOSED: 03/09/96  
 DATE EXCAVATION STARTED :      REMEDIAL ACTIONS TAKEN: NT

RESPONSIBLE PARTY INFORMATION

-----  
 RP#1-CONTACT NAME: Bernita Leskowski  
 COMPANY NAME: Devon Home Center  
 ADDRESS: 6319 Castle Dr.  
 CITY/STATE: Oakland Ca 94611

INSPECTOR VERIFICATION:

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATA ENTRY INPUT:

Name/Address Changes Only			Case Progress Changes	
ANPPGMS _____	LOP _____	DATE _____	LOP _____	DATE _____



Underground Contamination Investigations, Groundwater Consultants, Environmental Engineering

February 29, 1996

Ms. Eva Chew  
Alameda County health Agency  
Division of Environmental Protection  
Department of Environmental Health  
1131 harbor Bay Parkway, Second Floor  
Alameda, CA 94502

**Re: Site Closure**  
**1701 Webster Street, Alameda, CA.**

Dear Ms. Chew:

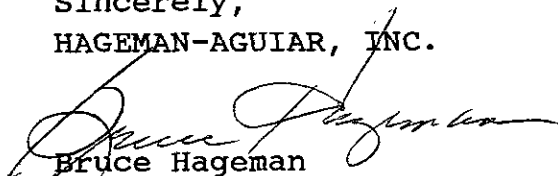
This letter is to advise you that the three groundwater wells located at 1701 Webster Street, Alameda, have been destroyed.

On February 15, 1996, Gregg Drilling and Testing Co. under the engineering guidance of Hageman-Aguiar, Inc. performed the well destruction project. The work was performed with all the required encroachment and construction permits required by the City of Alameda and Caltrans. All work, including sidewalk replacement, was completed on February 15, 1996. The work has been inspected and approved by the City of Alameda and Caltrans.

We would request that site closure can now be completed per Hageman-Aguiar, Inc., **RECOMMENDATION OF CASE CLOSURE**, dated July 20, 1995

Should you have any questions please feel free to contact our office (510) 284-1661.

Sincerely,  
HAGEMAN-AGUIAR, INC.

  
Bruce Hageman

ALAMEDA COUNTY  
HEALTH CARE SERVICES



AGENCY  
DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH  
1131 Harbor Bay Parkway  
Alameda, CA 94502-6577  
(510) 567-6777

StID 3804

October 27, 1995

Ms. Bernita Leskowski  
Devon Home Center  
6319 Castle Drive  
Oakland, CA 94611

RE: Well Decommission at 1701 Webster Street, Alameda

Dear Ms. Leskowski:

This office and the S.F. RWQCB have reviewed the case closure summary for the above referenced site and concur that no further action related to the underground tank release is required at this time. Before a remedial action completion letter is sent, the onsite monitoring wells (MW-1, MW-2, and MW-3) should be decommissioned, if they will no longer be monitored. Please notify this office upon completion of well destruction so a closure letter can be issued.

Well destruction permits may be obtained from Alameda County Flood Control and Water Conservation, Zone 7. They may be reached at (510) 484-2600.

If you have any questions, I can be reached at (510) 567-6762.

Sincerely,

eva chu  
Hazardous Materials Specialist

cc: Gary Aguiar, 3732 Mt. Diablo Bl, #372, Lafayette 94549  
files

STATE WATER RESOURCES CONTROL BOARD  
DIVISION OF CLEAN WATER PROGRAMS  
2014 T STREET, SUITE 130  
P.O. BOX 944212  
SACRAMENTO, CALIFORNIA 04244-2120  
(916)227-4427  
(916)227-4530 (FAX)

EE  
ST 10 3104



December 19, 1994

Trust U/W of Ethel A. Kopf  
6319 Castle Dr.  
Oakland, CA 94611

**UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM, NO RESPONSE TO LETTER OF COMMITMENT (LOC): CLAIM NUMBER 007844; FOR SITE ADDRESS: 1701 Webster St., Alameda**

It has come to my attention that the LOC issued to you on July 1, 1994 in the amount of \$20,000 has not been responded to with a request for reimbursement.

Please submit your reimbursement request with all of the required supporting documentation, or a written explanation as to the status of the cleanup and why you have not requested reimbursement to date. If a request or adequate explanation is not received within thirty (30) calendar days from the date of this letter, I will take steps to begin the withdrawal process of your LOC.

Please send your reimbursement request or explanation to:

State Water Resources Control Board  
Division of Clean Water Programs  
Underground Storage Tank Cleanup Fund Program  
Attention: Blessy Torres Claim No. 007844  
P. O. Box 944212  
Sacramento, CA 94244-2120

If you have any questions, please contact Cheryl Gordon at (916) 227-4539.

Sincerely,

*Cheryl Gordon for*

Francine Aguirre, Team Leader  
Regions 1 and 2  
Underground Storage Tank Cleanup Fund

cc: Steve Morse  
California Regional Water Quality  
Control Board, San Francisco Bay Region  
2101 Webster Street, Suite 500  
Oakland, CA 94612

Tom Peacock  
Alameda County EHD  
1131 Harbor Bay Pkwy, 2nd Floor  
Alameda, CA 94502-6577

CARL BENSON SEARWAY

ALCO  
HAZMAT

94 OCT 14 PM 5:31 6319, Castle Drive, Oakland, CA 94611

~~531-8790~~

7616

Mr. Tom Peacock  
Alameda County Health Services Agency  
Underground Storage Tanks  
1131 Harbor Bay Parkway  
Alameda, CA 94502

10/13/94

STID 3804  
JMS

Dear Tom:

I as I mentioned to you during our recent telephone conversation I am sending you the information concerning "responsible parties" at the 1701 Webster St. property in Alameda.

- A) Copies of recorded leases: 1) Union Oil  
2) Signal Oil
- B) Storage Tank permits from Alameda fire department 1) Union Oil (3 tanks)  
2) Signal Oil (1 tank)
- C) Building permit history  
Naming "Union Oil" as the station builder
- D) Chain of Title report listing 1) Union Oil  
2) Signal "
- E) Copy of letter from Signal Oil (now Allied Signal) indicating Phillips Petroleum and not Signal is responsible for any liability.
- F) Letter from Phillips Petroleum to Signal indicating that Signal is responsible for any liability not Phillips.
- G) Letter from Allied Signal to myself ~~denying~~ indicating no responsibility on the part of Allied Signal



CARL BENSON SEARWAY6319 Castle Drive, Oakland, CA 94611  
510 ~~425~~/531-8790  
7616

Based on items E & F above, both Signal Oil (now Allied Signal) and Phillips Petroleum are ~~not~~ not assuming any responsibility. Union Oil however has indicated they ~~are~~ might be responsible. Last of all, the present building was constructed in 1948, hence I have included a picture of the building from the 9/29/1952 Alameda Times Star.

In conclusion, Union Oil built the first station and Signal Oil was the last operator. The station was then <sup>the site</sup> torn down and became an automobile showroom. As a result of the past site use ~~used~~ I do not believe my family should be the primary <sup>and only</sup> responsible party as we never operated the tanks or placed the tanks in the ground.

Please call me after you have received the enclosed material.

Sincerely,

Carl Searway

(510) 531-~~8790~~  
7616

attachments

cc: Ms. Bernita Leskowski

CITY OF ALAMEDA  
ENGINEERING OFFICE

ENCROACHMENT PERM

Permit No: EN96-018

STATUS: APPROVED

2250 Central Ave., Room 250

Applied : 02/06/96

Alameda, CA 94501 748-4614 or 748-4518

Approved : 02/15/96

JOB ADDRESS : 1701 WEBSTER ST  
Parcel number : 074 -0431-004-08  
OWNER : LESKOWSKI BERNITA A TR  
6319 CASTLE DR  
OAKLAND CA 94611

# FILE COPY

APPLICANT : HAGEMAN-AGUIAR, INC.  
3732 MT. DIABLO BLVD #372  
LAFAYETTE, CA 94549  
284-1661

HOURS OF CONSTRUCTION  
MONDAY - FRIDAY 7 A.M. TO 7 P.M.  
SATURDAY & SUNDAY 8 A.M. TO 5 P.M.

Repair Order # : EXCAV-3 MON WELLS/2 NON-METER

Project Desc. : EXCAVATE-2 MONITORING WELLS-2 NON-METER

Fee description	Units	Fee/Unit	Ext fee	Data
PERMIT FILING FEE	20.50		20.50	
ASSEMBLY BILL 941	5.00		5.00	
- NON-METERED SPACES	3.00		3.00	
CPD - OTHER REVENUE	86.00		86.00	
"NO PARKING" SIGNS	4.00		4.00	
ADDITIONAL MICROFICHE FEE	3.50		3.50	
*** Fees Required ***				
		*** Fees Collected & Credits ***		

Account No.	Receipt No.	Date	Payment
001-300-4240-3745	R9600689	02/06/96	20.50
001-300-4240-3305	R9600689	02/06/96	5.00
001-300-4210-3341	R9600689	02/06/96	3.00
001-300-4240-3790	R9600689	02/06/96	86.00
001-300-4210-3341	R9600689	02/06/96	4.00
001-300-4240-3792	R9600689	02/06/96	3.50

Fees: 122.00  
 Adjustments: .00  
 Total Fees: 122.00  
 Total Credits: .00  
 Total Payments: 122.00  
 Balance Due: .00

FORMS MUST BE INSPECTED PRIOR TO CONCRETE POUR.  
CALL 748-4614 OR 748-4518 FOR INSPECTION.

=====

NOTE: ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY MUST HAVE BARRICADES WITH FLASHERS FOR NIGHT TIME PROTECTION.  
Contractor's "NAME AND DATE" to be impressed in all concrete work.

THIS IS TO CERTIFY THAT THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION AND APPROVAL.

Date 2-20-96

  
INSPECTOR

CALL 748-4614 OR 748-4518 FOR INSPECTION FOR FORMS AND AFTER COMPLETION. INSPECTION MUST BE MADE BEFORE DEPOSIT CAN BE

ALAMEDA COUNTY  
HEALTH CARE SERVICES



AGENCY  
DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, Assistant Agency Director

August 24, 1994

Ms. Bernita Leskowski  
6319 Castle Drive  
Oakland, CA 94611

DEPARTMENT OF ENVIRONMENTAL HEALTH  
Hazardous Materials Division  
80 Swan Way, Rm. 200  
Oakland, CA 94621  
(510) 271-4320

STID 3804

Re: Requirements for the State Trust Fund committment letter  
for site located at 1701 Webster St., Alameda, California

Dear Ms. Leskowski,

Based on a review of your State Trust Fund claim and the County's files by the State Board, you are eligible to receive a "Letter of Commitment" for this fund. However, please be reminded that diligent efforts must be made to investigate and remediate contamination at the site, and if the site does not remain in compliance, steps may be taken to remove the site's claim from the State Trust Fund priority list.

As outlined in the County's August 16, 1994 letter, quarterly ground water monitoring and reporting are to resume at the site. Additionally, if contaminant concentrations commensurate to those observed this last quarter persist, you will be required to delineate the extent of soil and ground water contamination observed at the site.

If you have any questions or comments, please contact me at (510) 567-6763.

Sincerely,

Juliet Shin  
Hazardous Materials Specialist

cc: Donna Turcotte  
State Water Resources Control Board  
Division of Clean Water Programs  
Underground Storage Tank Cleanup Fund  
P.O. Box 944212  
Sacramento, CA 94244-2120

Edgar Howell-File(JS)

Received Sept 15 1994  
JS

**Bernita A. Leskowski**  
**6319 Castle Drive**  
**Oakland, CA 94611**

September 7, 1994

Ms. Juliet Shin  
Hazardous Materials Specialist  
Alameda County Health Care Services Agency  
Department of Environmental Health  
1131 Harbor Bay Parkway, 2nd Floor  
Alameda, CA 94502

Re: STID 3804 - 1701 Webster Street, Alameda

Dear Ms. Shin,

This letter is written in response to your two letters dated August 16, 1994, and August 24, 1994. Enclosed with this letter, please find a copy of the most recent quarterly ground water sampling report. This report, which is dated August 25, 1994, provides the test results of the sampling undertaken on August 16, 1994. As you can see from Table 3 on page 11, all of the tested constituents recorded a Non-Detect level. Therefore, in accordance with your letters, at this time we will not proceed with the delineation of the extent of soil and ground water contamination.

We also wish to advise you that the purged ground water was not sewerred. The ground water was disposed of through a waste oil recycling company.

We will be providing you with another quarterly ground water sampling report in three months. In accordance with the first paragraph of your August 16, 1994 letter, testing for Total Petroleum Hydrocarbons as Diesel will be discontinued with our next quarterly report.

Sincerely yours,

*Bernita A. Leskowski*

Bernita A. Leskowski  
Trustee  
Ethel A. Kopf Trust

cc: Mr. Bruce Hageman  
Mr. Frank Stern  
Ms. Donna Turcotte

Enclosures

## STATE WATER RESOURCES CONTROL BOARD

DIVISION OF CLEAN WATER PROGRAMS

2014 T STREET, SUITE 130

P.O. BOX 944212

SACRAMENTO, CALIFORNIA 94244-2120

916/227-4307

916/227-4530 FAX



JUL 19 1994

Trust U/W of Ethel A. Kopf  
6319 Castle Dr.  
Oakland, CA 94611

UNDERGROUND STORAGE TANK CLEANUP FUND, CLAIM NO. 007844, FOR SITE ADDRESS: 1701 Webster St., Alameda

The State Water Resources Control Board (SWRCB) takes pleasure in issuing the enclosed Letter of Commitment in an amount not to exceed \$20,000. This Letter of Commitment is based upon our review of the corrective action costs incurred to date and your application received on October 5, 1993 and may be modified by the SWRCB in writing by an amended Letter of Commitment.

The SWRCB will take steps to withdraw this Letter of Commitment after 90 calendar days from the date of this transmittal letter unless you proceed with due diligence with your cleanup effort. This means that you must take positive, concrete steps to ensure that corrective action is proceeding with all due speed. For example, if you have not started your cleanup effort, you must obtain three bids and sign a contract with one of these bidders within 90 calendar days. If your cleanup effort has already started and was delayed, you must resume the expenditure of funds to ensure that your cleanup is proceeding in an expeditious manner. You are reminded that you must comply with all regulatory agency time schedules and requirements. We constantly review the status of all active claims, and failure to proceed with due diligence will be grounds for withdrawal of this Letter of Commitment.

You should read the terms and conditions listed in the Letter of Commitment. Also enclosed you will find:

- A "Reimbursement Request Instructions" package. You should retain this package for future reimbursement requests. Among other information, the package includes instructions for completion of the "Reimbursement Request" form and the "Spreadsheet". These instructions must be followed when seeking reimbursement for corrective action costs incurred after January 1, 1988. Included in these instructions are samples of Reimbursement Request forms and completed Spreadsheets. Within the package also included are:
  - A "Bid Summary Sheet" to document data on bids received.
  - Recommended Minimum Invoice Cost Breakdown.
  - A "Certification of Non-Recovery From Other Sources" which must be returned before any reimbursements can be made.
- "Reimbursement Request" forms which you must use to request reimbursement of costs incurred.
- "Spreadsheet" forms which you must use in conjunction with your Reimbursement Request.
- "Vendor Data Record" (Std. Form 204) which must be completed and returned with your first Reimbursement Request.

If you have any questions regarding the Letter of Commitment or the Reimbursement Request package, please contact Donna L. Turcotte at (916) 227-4532.

Sincerely,

A handwritten signature in black ink that reads "Dave Deaner" with a stylized flourish at the end.

Dave Deaner, Manager  
Underground Storage Tank  
Cleanup Fund Program

Enclosures

cc: California Regional Water Quality  
Control Board, San Francisco Bay Region  
Attn: Steve Morse  
2101 Webster Street, Suite 500  
Oakland, CA 94612

✓ Alameda County EHD  
Attn: Ed Howell  
80 Swan Way, Room 200  
Oakland, CA 94621

# LETTER OF COMMITMENT FOR REIMBURSEMENT OF COSTS

CLAIM NO: 007844

AMENDMENT NO: 0

CLAIMANT: Trust U/W of Ethel A. Kopf

BALANCE FORWARD: \$0

CO-PAYEE: None

THIS AMOUNT: \$20,000

CLAIMANT ADDRESS: 6319 Castle Dr.  
Oakland, CA 94611

NEW BALANCE: \$20,000

TAX ID / SSA NO.: 94-6226259

Subject to availability of funds, the State Water Resources Control Board (SWRCB) agrees to reimburse Trust U/W of Ethel A. Kopf (Claimant) for eligible corrective action costs at 1701 Webster St., Alameda (Site). The commitment reflected by this Letter is subject to all of the following terms and conditions:

1. Reimbursement shall not exceed \$20,000 unless this amount is subsequently modified in writing by an amended Letter of Commitment.
2. The obligation to pay any sum under this Letter of Commitment is contingent upon availability of funds. In the event that sufficient funds are not available for reasons beyond the reasonable control of the SWRCB, the SWRCB shall not be obligated to make any disbursements hereunder. If any disbursements otherwise due under this Letter of Commitment are deferred because of unavailability of funds, such disbursements will promptly be made when sufficient funds do become available. Nothing herein shall be construed to provide the Claimant with a right of priority for disbursement over any other claimant who has a similar Letter of Commitment.
3. All costs for which reimbursement is sought must be eligible for reimbursement and the Claimant must be the person entitled to reimbursement thereof.
4. Claimant must at all times be in compliance with all applicable state laws, rules and regulations and with all terms, conditions, and commitments contained in the Claimant's Application and any supporting documents or in any payment requests submitted by the Claimant.
5. No disbursement under this Letter of Commitment will be made except upon receipt of acceptable Standard Form Payment Requests duly executed by or on behalf of the Claimant. All Payment Requests must be executed by the Claimant or a duly authorized representative who has been approved by the Division of Clean Water Programs.
6. Any and all disbursements payable under this Letter of Commitment may be withheld if the Claimant is not in compliance with the provisions of Paragraph 5 above.
7. Neither this Letter of Commitment nor any right thereunder is assignable by the Claimant without the written consent of the SWRCB. In the event of any such assignment, the rights of the assignee shall be subject to all terms and conditions set forth in this Letter of Commitment and the SWRCB's consent.
8. This Letter of Commitment may be withdrawn at any time by the SWRCB if completion of corrective action is not performed with reasonable diligence.

IN WITNESS WHEREOF, this Letter of Commitment has been issued by the SWRCB this 1st day of July, 1994.

STATE WATER RESOURCES CONTROL BOARD

BY [Signature]  
Manager, Underground Storage Tank Cleanup Fund Program

BY [Signature]  
Chief, Division Administrative Services

STATE USE :  
CALSTARS CODING :  
0550 - 569.02 - 30530

\$ \_\_\_\_\_

**STERN PROPERTY COMPANY**

2030 FRANKLIN STREET, SUITE 200  
OAKLAND, CALIFORNIA 94612

TEL: (510) 832-0700  
FAX: (510) 832-0727

FACSIMILE TRANSMITTAL

DATE: July 8, 1994

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: MS. JULIETTE SHIN

LOCATION: A.C.H.C.S.A

WE ARE TRANSMITTING A TOTAL OF ONE PAGES INCLUDING THIS COVER SHEET.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE AT (510) 832-0700.

MESSAGE:

PLEASE CALL ME TO DISCUSS  
1701 WEBSTER STREET, ALAMEDA,

PHONE: (510) 832-0700

FRANK S. STERN.





RECEIVED  
JUL 11 11 3:45

*Underground Contamination Investigations, Groundwater Consultants, Environmental Engineering*

June 6, 1994

Ms. Julilet Shin, Hazardous Materials Specialist  
Alameda County Health Care Services Agency  
Department of Environmental Health  
UST Oversight Program  
80 Swan Way, Room 200  
Oakland, CA 94621

RE: Carl Searway/Bernita Leskowski  
Subsurface Investigation  
1701 Webster Street  
Alameda, CA

Dear Ms. Shin:

I am writing in response to your letter of February 22, 1994, to Mr. Carl Searway concerning case closure on the 1701 Webster Street Property.

We have reviewed your letter and agree with you that the contaminate levels are very low, but nevertheless present. We feel the appropriate course of action is to continue the Quarterly sampling for some period of time.

Your suggestion of using a Risk Based Management approach may be the most practical solution to case closure when the groundwater sampling data supports an application for case closure.

The issue of characterization of the full extent of soil contamination at this site appears to be a very costly and complex method for groundwater with the low levels we now see in data developed.

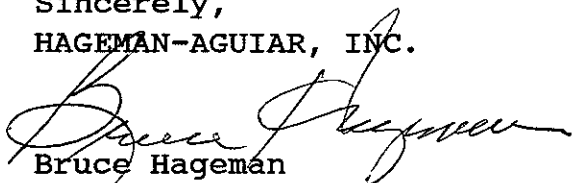
We also feel it should be noted that on May 31, 1989, a letter from Mr. Dan Gorecki, Environmental Engineer, Blymyer Engineering, Mrs. Leskowski's consultant in 1989, and addressed to Mr. Larry Seto, Alameda County Environmental Health Department. The letter suggested a course of action to avoid further excavation for **the good reasons stated in his letter**. On July 24, 1989, a letter addressed to Blymyer Engineering, from **Mr. Rafat A. Shahid, Chief of the Hazardous Materials Program, Alameda County Health Services Agency, approved the plan submitted by Blymyer Engineering.**

Hageman-Aguiar, Inc. would like to remove the 1701 Webster Street from case closure consideration at this time. We would recommend continuing the Quarterly groundwater sampling program presently in place. We also request the Quarterly Groundwater Sampling Report discontinue the Diesel Analysis, as we have had four consecutive quarters of Non- Detect.

Please find the most recent Quarterly Groundwater Sampling Report enclosed, for your review.

Should you have any questions concerning this matter please give me a call at the office and I will be happy to discuss this case.

Sincerely,  
HAGEMAN-AGUIAR, INC.



Bruce Hageman

attachments

cc: Mrs. Bernita Leskowski



A Diversified  
Engineering Company

February 24, 1994

Ron E. Senner  
Unocal Corporation  
2000 Crow Canyon Place, Suite 400  
San Ramon, CA 94583

Re: Legal Description Confirmation for 1701 - 1711 Webster St., Alameda, CA

2M<sup>2</sup> Job # 94-114

Dear Ron:

2M<sup>2</sup> has reviewed the Chain of Title Report, Order # 123114 as produced by Advanced Title Research on July 27, 1993 and a copy of a lease between John J. Lubben and Union Oil Company of California, dated 31 March 1920.

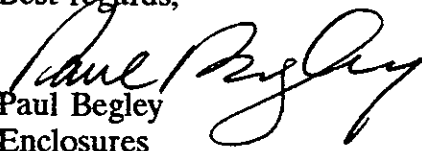
The lease describes a portion of the property ( 4800sf ) as described in the Title Report's legal description "Exhibit A"( 22,050sf ). No metes and bounds descriptions are available for this property. Maps describing the Personal Property Rolls were researched and the following use for the subject property was noted:

1914 - 1915	No Use Indicated
1922 - 1923	Union Oil
1925 - 1929	Union Oil Co. Station
1930 - 1931	Signal Oil Company
1932 - 1936	IMPS/Leased land Signal Oil Company
1937 - 1941	IMPS/Leased land Signal Oil Company
1952 - 1961	No further information noted

The maps noted above were difficult to read and were translated verbally by Bob Burke, Advanced Title Research from the cities record copy to 2M<sup>2</sup>. Copies of these maps will be included in this letter for your files. An invoice for the review of these documents is included for your approval and processing.

Thanks for the opportunity to be of service on this project. Should any questions arise please call us at (916) 446-2450.

Best regards,

  
Paul Begley  
Enclosures

to  
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will be tried on

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TILL 8 P. M.  
**W STREET**

**NTH**

# A. D. Ramsey Opens New Studebaker Agency

## Times **ALAMEDA** Star

Monday, September 29, 1952

PAGE 1-B

### Agency Dream Comes True for Navy Veteran

A new Studebaker dealer has come into the automotive picture in Alameda.

He is A. D. "Pete" Ramsey, 32-year-old Navy veteran who started six years ago to build the dream of his own agency with a small used car lot on Webster Street.

Today Ramsey heads the company that carries his name "The A. D. Ramsey Motor Company," 1711 Webster St.

Pete, who has always followed the motto of "better service to the customer" recently purchased the Fred R. Nichols Studebaker agency and is now officially open for business whether it be selling new cars, or taking outstanding care of older cars so they run like new.

**OUTSTANDING SERVICE**  
The Ramsey Motor Company is devoted to always giving good, faster more efficient service.

Since taking over the agency, Pete has done some renovating to bring the automobile "plant" up to date. Several new machines for testing and repairing cars have been added and the service department enlarged.

Twenty skilled men are ready at any time to render the Studebaker owner better service, whether it is to check a battery, a complete engine tune-up, or to buy a new or used automobile.

Ramsey offers all types of car service and departments are especially equipped for underswearing, painting, body and fender repair, front end alignment and complete mechanical and motor repair.

Besides, the Studebaker agency carries a complete line of parts for late model autos. Parts for older models can be quickly secured.

**HAND PICKED STAFF**  
A hand picked staff of sales men and auto repair specialists makes the Ramsey Studebaker



A. D. "PETE" RAMSEY  
Studebaker Agency Owner

West was salesman for a food concern for eight years.

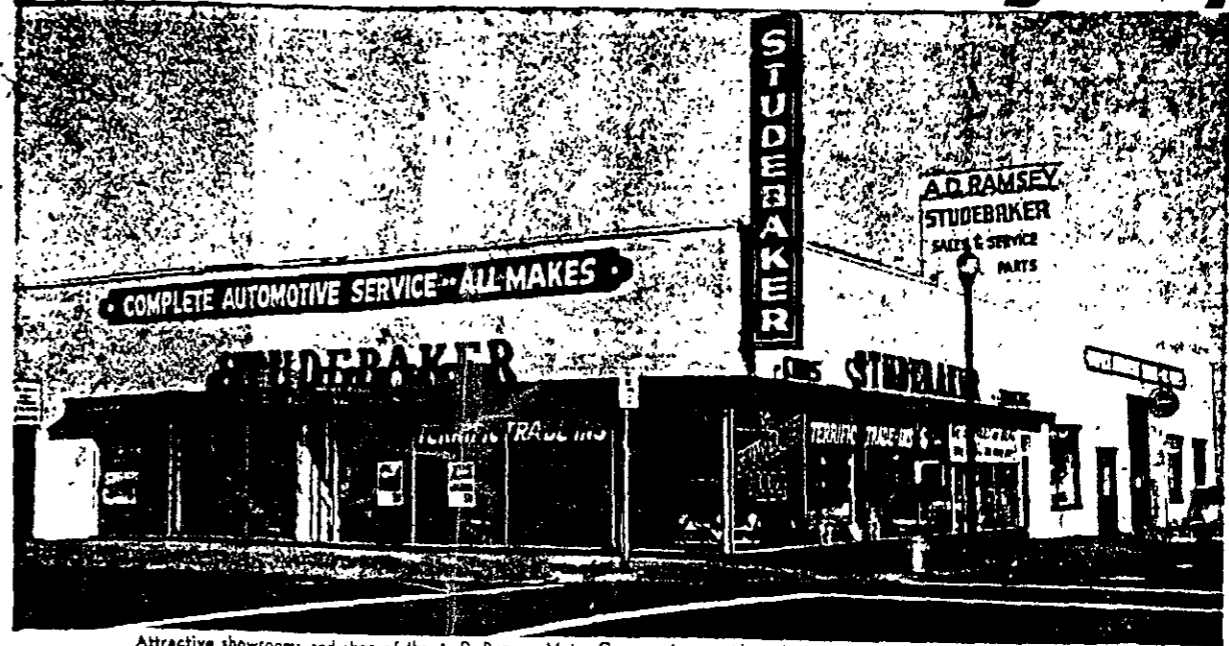
On the showroom floor are three men ready to serve the prospective car owner. Heading the force is Bob Ramsey, 28-year-old Navy veteran and Pete's brother.

The younger Ramsey has been engaged in automobile selling for the past seven years. He operated his own used car agency in San Bernardino before joining Pete in Alameda.

Selling new cars with Bob are John West, 39, and Walt Nelson, 30, both newcomers to the automobile field but who have a diversified background in selling.

Walt has been a Studebaker salesman for a year and a half. He was previously associated with grocery and coffee concerns.

**NEW EXPERIENCE**  
For West, car selling is a new experience, but his short record is outstanding, according to Ramsey.



Attractive showrooms and shop of the A. D. Ramsey Motor Company's new Alameda Studebaker Agency, 1711 Webster St.

ster St. and is managed by Herb Arnbrust, 23. The second is adjacent to the agency at Pacific Ave. and Webster St. and is under management of Bob Ramsey.

It is like a dream," Pete Ramsey says of the agency.

Since he entered into the automotive field it has been his ambition to own an agency. However, he did not think it would be so soon.

"The opportunity was there and I took it," Ramsey says.

His "car career" started in Florida before World War II where he operated service stations and worked as a qualified mechanic. His original idea was to have a repair shop. Then came the war.

**OVERSEAS SERVICE**  
For six years he served Uncle Sam in the Navy as a chief aviation machinist's mate at Guadalcanal, the Philippines and Alameda Naval Air Station.

After his honorable discharge, Pete sold one or two cars.

"They went pretty good," Pete said. Then he decided to keep right on selling. He opened his first lot in January, 1947 and in January, 1952, he took over a second lot on Webster St. for patrons who

For the prospective car owner, Pete's background means a great deal, because Ramsey knows the cars he sells from the inside out.

New Studebaker dealer opens up  
with a special showing of

*smart Studebaker cars  
and thrifty trucks*



Among 23 cars entered in standard classifications

ORIGINAL

J. G. LUBREN, ET AL  
TO  
UNION OIL COMPANY  
OF CALIFORNIA, A CORP.

THIS LEASE, made this 31st day of March, 1920,  
By and Between JOHN G. LUBREN, and JESSIE LUBREN, his wife, of  
Alameda, California, hereinafter called Lessors, and UNION OIL  
COMPANY OF CALIFORNIA, a California corporation, whose principal

place of business is Oleum, Contra Costa County, California, hereinafter called Lessee;

WITNESSETH: THAT the lessors, for and in consideration of the payments of rent  
hereinafter set forth and the performance of the covenants and agreements hereinafter  
contained to be kept and performed by the Lessee, do hereby lease, demise and let to the  
Lessee for the term of Five (5) years beginning on the 1st day of May, 1920, the follow-  
ing described parcel of land sixty (60) feet by eighty (80) feet, situate at the N. W.  
corner of Webster Street and Pacific Avenue, in the City of Alameda, Alameda County,  
California, more particularly described as follows:

Beginning at the point where the North line of Pacific Avenue intersects  
the Westerly line of Webster Street, thence North along the Westerly line  
of Webster Street Sixty (60) feet; thence at right angles Westerly and  
parallel with Pacific Avenue eighty (80) feet; thence at right angles on  
a line parallel with Webster Street South Sixty (60) feet to a point on  
the Northerly line of Pacific Avenue eighty (80) feet from its intersection  
with the Westerly line of Webster Street; thence East along the Northerly  
line of Pacific Avenue eighty (80) feet to the point of beginning.

IN CONSIDERATION OF WHICH the Lessee agrees to pay the Lessors as rental for  
said premises the sum of \$75.00 per month, in advance on the 1st day of each and every  
month of said term. In addition to said rental it is understood and agreed that Lessee  
shall pay all taxes on all personal property and improvements of said Lessee upon said  
lands and Lessors shall pay taxes on said real estate. In the event said personal  
property tax should not be accepted by the Tax Collector of the City of Alameda or said  
County without the payment of the tax on said real property also, then Lessors will pay  
all taxes in the first instance and upon presentation of bill for the tax so paid on said  
property of Lessee together with tax receipt therefor, Lessee will promptly repay said  
Lessors the amount thereof.

It is understood by the parties hereto that the said premises are clear of all  
buildings or other structures, or will be immediately cleared by said Lessors, and are  
leased by the said Lessee for use as a motor service and supply station for the sale of  
gasoline, oils, greases and other products of petroleum oil and the sale of automobile  
tires, parts and accessories, and or any and all things pertaining to motor vehicle  
service, and to that end the said Lessee shall have the right to build, construct, place,  
install, maintain and repair on said premises any and all buildings, tanks, apparatus,  
and or appurtenances, including rest rooms and lavatories, which Lessee shall elect to  
construct, install or place in, under and or upon said property in connection with said  
station; and said Lessee shall have the right to make any and all excavations thereon  
necessary and or convenient for the installation of such tanks, apparatus and or plumb-  
ing and to alter the sidewalks and curbing about said property in such manner as to  
make the same convenient for the purposes for which said property is leased; that all of  
said property placed in or upon said premises by Lessee shall be and remain the property  
of Lessee, its successors or assigns, who shall have the right to remove the same and or  
any and all parts thereof at any time or times during the term of this lease, and or  
within thirty (30) days thereafter, and Lessee will, when it finally removes from said  
premises, if so required by Lessors, refill all excavations so made and replace said  
curbings and sidewalks and leave said property in a good and level condition.

In the event the sale of gasoline and or other products of petroleum shall be  
prohibited by Governmental or other lawful authority, or should Lessee be unable to  
procure any necessary license or permit for the conducting of said business, or having

procured said license or permit and without fault of lessee the same shall be revoked, withdrawn without right of immediate renewal, or in the event said land is shut off from the streets or highways upon which it fronts, by trees or shrubbery so that convenient entrance and exit ways cannot be made thereon without the removal of said trees and shrubbery, or a part thereof, and the necessary permit for the removal thereof from the owner of said land or the Park Board or other officer or Board having jurisdiction and authority over the same is refused Lessee, or for any cause or reason beyond Lessee's control said Lessee cannot peaceably conduct its business upon said premises, then at the option of Lessee this lease may be surrendered and cancelled.

The Lessors covenant to and with the Lessee that Lessors are lawfully seized in fee simple of said leased lands and the same are free from all liens, clouds and encumbrances, and Lessor has the full right to grant this lease according to the terms hereof and that the Lessee shall for the full term of the lease, or any extension thereof, peaceably and quietly have, occupy and enjoy said land.

It is further understood and agreed that Lessee shall have, and is hereby granted the first and prior right and option to purchase said property hereby leased at any time during the term of said lease or any extension thereof at such price as may be mutually agreed upon.

It is further understood and agreed that in the event Lessee shall not purchase said property under the above option, said Lessee herein, for and in consideration of the making of this lease, is hereby granted the exclusive right, privilege, and option to extend or renew this lease for an additional term of five (5) years, from and after the expiration hereof, at a rental of \$100.00 per month, payable in advance on the first day of each and every month of said renewed term, written notice of the exercise of said option to be given Lessors at least thirty (30) days prior to May 1st, 1925, provided however that said continuation or renewal hereof may be terminated at any time by either party hereto upon sixty (60) days written notice from the one to the other.

WITNESS the hands of the respective parties hereto all as of the date first above written.

Approved as to Form:-  
Andrews, Toland, Gregg & Andrews.  
By H.W.R. Date: 4/10/20

John G. Lubben  
Jessie Lubben

UNION OIL COMPANY OF CALIFORNIA  
W. L. Stewart, President.  
John McPeak, Secretary.

(Corporate Seal)

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) SS. On this 31st day of March, in the year nineteen hundred and twenty, A.D. before me, F. R. Neville, a Notary Public in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared John G. Lubben and Jessie Lubben, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(Notarial Seal) In and for Alameda County, State of California. F. R. Neville, Notary Public

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS. On this 22 day of April, in the year nineteen hundred and twenty, before me, H. L. Foster, a Notary Public in and for the said County of Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. L. Stewart, known to me to be the President and John McPeak, known to me to be the Secretary of UNION OIL COMPANY OF CALIFORNIA, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument.

behalf of the corporation therein named, 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.

H. L. Foster, Notary Public  
(Notarial Seal) In and for Los Angeles County, State of California.  
My commission expires March 27, 1921.

Recorded at request of H. L. FOSTER, at 39 min. past 9 A. M., Apr. 26-1920.

S-72089 2.20

OK. J. P. H.  
DOC. J. H. N.

County Recorder.

M.I.L.

\*\*\*\*\*

E. T. GLASGOW TO K. HELM  
THIS INDENTURE, Made the Third day of April, A. D. One Thousand Nine Hundred and Twenty,  
BETWEEN E. T. GLASGOW, of the City of Oakland, County of Alameda and

State of California, the party of the first part, and K. HELM, of the same place, the party of the second part;

WITNESSETH: That the said party of the first part, does by these presents lease and demise unto the said party of the second part all of that certain store room occupied as a barber shop and contained in the one story frame addition to the building situated on the Northwesterly corner of 38th and Allendale Avenues, and known as No. 2807- 38th Ave., City of Oakland, California, with the appurtenances, for the term of three years from the first day of April, One Thousand Nine Hundred and Twenty, at the monthly rent or sum of Six and no/100 (\$6.00) Dollars, in gold coin of the United States of America, payable monthly in advance, on the first day of each and every month during said term.

Said party of the second part agrees to make and pay for all necessary repairs and or alterations, subject to the approval of the plans for same by the party of the first part; said repairs and or alterations to become and remain a part of the building and revert to the owner of the building at the expiration of this lease.

AND IT IS HEREBY AGREED that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter said premises and remove all persons therefrom. And the said party of the second part does hereby covenant, promise and agree to pay the said party of the first part, the said rent in the manner hereinbefore specified and not to let or underlet the whole or any part of the said premises without the written consent of the said party of the first part, nor to transfer this lease either personally or otherwise.

And at the expiration of said term, the said party of the second part will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted.)

IN WITNESS WHEREOF, the said parties have hereunto, and unto a duplicate original hereof, set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of )  
A. L. Boynton E. T. Glasgow (SEAL)  
K. Helm (SEAL)

STATE OF CALIFORNIA)  
COUNTY OF ALAMEDA) SS. On this 3rd day of April, A. D. One Thousand Nine Hundred and Twenty, before me, A. L. Boynton, a Notary Public, in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared E. T. Glasgow and K. Helm, known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,

J. LUBBEN  
TO  
SIGNAL OIL AND GAS CO. OF CALIF.

MEMORANDUM OF LEASE

THIS INDENTURE, made and entered into this 3rd day of September 1935, by and between Ben F. Keff and Jessic Lubben, a single woman all of the City of Alameda, County of Alameda, State of California, hereinafter called the Lessor and Signal Oil and Gas Company of California, a corporation, hereinafter called the Lessee,

WITNESSETH: That the term and upon the conditions set forth in Service Station Lease bearing date September 3, 1935, from the Lessor to the Lessee, the Lessor has leased, devised and let, and does hereby lease, devise and let unto the Lessee, the following described real property, situate, lying and being in the City of Alameda, County of Alameda, State of California, more particularly described as follows, to wit:

BEGINNING at the point where the North line of Pacific Avenue intersects the westerly line of Webster Street, thence North along the westerly line of Webster Street sixty (60) feet; thence at right angles westerly and parallel with Pacific Avenue eighty (80) feet; thence at right angles on a line parallel with Webster Street South sixty (60) feet to a point on the Northerly line of Pacific Avenue eighty (80) feet from its intersection with the westerly line of Webster Street; thence East along the Northerly line of Pacific Avenue eighty (80) feet to the point of beginning.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed, the day and year first above written.

Jessic Lubben  
Signal Oil and Gas Company of California  
By W. H. Mickell  
By W. F. Ostrander

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss On this 4th 19th day of September, 1935, before me, G. McCaskill, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared W. H. Mickell and W. F. Ostrander, known to me to be the duly authorized signatories of the Corporation that executed the within instrument and the signatories who executed the within instrument on behalf of the Corporation therein named, 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.

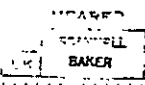
G. McCaskill Notary Public

( Notarial Seal ) in and for the County of Alameda, State of California.

( not legible )

Recorded at Request of Lessee at 14 min. past 2 P.M. Sep 30 1935.  
FF 40604 1.00

Copied Oct 10 1935 C.Adams



*W. M. Bacon*  
COUNTY RECORDER

CORPORATION OF AMERICA TR.  
TO  
REALTY SYNDICATE COMPANY

DEED OF PARTIAL RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, on February 11, 1929 Realty Syndicate Company, a California corporation made and delivered a Deed of Trust to W. W. Parthwaite

and J. Y. Eccleston as Trustees for The Oakland Bank as Beneficiary, which Deed of Trust was recorded on March 7, 1929 in the office of the County Recorder of the County of Alameda, State of California, in Liber 2098 of Official Records, at page 27 et seq., and

WHEREAS, on February 24, 1930, Realty Syndicate Company, a California corporation, made, executed and delivered a Deed of Trust to National Bankitaly Company, as Trustee for Bank of Italy National Trust and Savings Association, as Beneficiary which Deed of Trust was recorded on March 6, 1930 in the office of the County Recorder of the County of Alameda, State of California in Liber 2333 of Official Records, at page 129 et seq. and

WHEREAS, Corporation of America is now the Trustee under said Deeds of Trust; and WHEREAS, pursuant to the terms of said Deed of Trust, the Corporation of America has been requested to execute a partial reconveyance and is authorized to reconvey the real property hereinafter described, conveyed to it by said Deeds of Trust;

NOW, THEREFORE, said Corporation of America, a corporation as Trustee, does hereby remise, grant, release and reconvey to the person or persons legally entitled thereto all of the estate and interest derived by it through or under said Deeds of Trust, in and to the following described portion of the premises therein described, situate in the City of Oakland, County of Alameda, State of California, to wit:

All of Lot Number Twenty-eight Hundred fifty-eight (2858) as said lot is laid down, delineated and so designated upon sheet No. 8 of that certain map entitled "Piedmont Pines, Oakland, Alameda County, California" etc., filed October 15, 1932 in the office of the County Recorder of said County of Alameda.

IN WITNESS WHEREOF, said Corporation of America, a corporation, has caused these presents to be executed by an officer, to wit: J. W. O'Donnell, assistant vice President of the Bank of America National Trust and Savings Association and ex-officio agent of the said Corporation of America, a corporation, in virtue of a resolution of its Board



7-12-69 Bend TV

Location 1701 Webster St.

Name Signal Oil Co.

Oil Storage Permit TML No. 589

Liquid Gasoline Gallons 1,000

Date Issued April 22, 1941 Gauge \_\_\_\_\_

Installation Underground Tank

Inspected By \_\_\_\_\_

Remarks \_\_\_\_\_

Location 1701 Webster St.

Name Union Oil Co.

Oil Storage Permit WS No. 120

Liquid Gasoline Gallons 840

Date Issued Dec. 8, 1920 Gauge \_\_\_\_\_

Installation Underground in three tanks

Inspected By WS

Remarks \_\_\_\_\_

*report that they  
are safe*

*Copies of Underground Storage Tank permits  
provided by City of Alameda Fire Department*

WEBSTER ST., 1701

12-8-20 1-8-structure 2,000.00

Owner- Union Oil Co.  
Bldr.- Same

DATE	JOB	COST	PERMIT NO.	REMARKS
6-8-37	sign	75.00	#296	
8-5-30	alteration	550.00	#1193	
8-5-40	alteration	550.00	#E194	
8-5-30	serv. station	1500.00	#	
12-9-41	Coca Cola Sign	20.00	939	
6-19-44	Billboard	500.00	314	Sign No. 17

WEBSTER STREET, 1701

see 1711

Copy of building permit history provided  
by City of Alameda Building department



**PHILLIPS PETROLEUM COMPANY**  
BARTLESVILLE, OKLAHOMA 74004 918 661-6600

LEGAL

May 20, 1993

Kenneth E. Stroup, Jr., Esq.  
Assistant General Counsel,  
Environmental  
Allied-Signal, Inc.  
Law Department  
Post Office Box 2245  
Morristown, New Jersey 07962-2245


Re: 1701 Webster Street, Alameda, California

Dear Ken:

Congratulations on your promotion.

In response to your letter of May 17, 1993, Phillips Petroleum Company declines your tender of the captioned matter. It is Phillips' position that no indemnity is owed AlliedSignal with respect to this particular and the claims asserted by the current property owners.

Very truly yours,

  
Reese B. Copeland  
1256 Adams Building  
Bartlesville, Oklahoma 74004  
918/661-3758

RBC:msg

cc: Robert Kelly w/Enclosures



Allied-Signal Inc.  
Law Department  
P.O. Box 2245  
Morristown, NJ 07962-2245

May 18, 1993

Ms. Bernita Leskowski  
Mr. Carl B. Searway  
6319 Castle Drive  
Oakland, CA 94611

Re: Property at 1701 Webster Street, Alameda, CA

Dear Ms. Leskowski and Mr. Searway:

This letter is to inform you that it is AlliedSignal's position that Phillips Petroleum Company is responsible for handling any liability which may be associated with Signal Oil Company's operations on the above-referenced property. Enclosed please find a copy of the letter I have sent to Reese Copeland, an attorney at Phillips Petroleum, tendering this matter to Phillips Petroleum.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth E. Stroup, Jr.", with a large flourish extending to the right.

Kenneth E. Stroup, Jr.  
Assistant General Counsel,  
Environmental

Enclosure  
KES:ts

cc: J. Schutt  
B. Hansen

May 17, 1993

Allied-Signal Inc.  
Law Department  
PO Box 6645  
Morristown, NJ 07960

Reese Copeland, Esq.  
Senior Attorney  
Phillips Petroleum Company  
1248 Adams Building  
Bartlesville, OK 74004

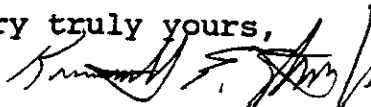
Re: Property at 1701 Webster Street, Alameda, CA.

Dear Reese:

Enclosed is a letter we received from Bernita Leskowski and Carl Searway regarding the property referenced above. Also enclosed are the attachments to the letter, copies of a tank permit, a 1935 lease, a page from the Alameda/Oakland telephone Yellow Pages of 1943, and a survey map dated April 3, 1992. The documents indicate that Signal Oil Company, (a company owned by Signal Oil and Gas Co. until 1947, when it was sold to Standard Oil Company of California) operated a service station on the property during the 1930's and 1940's. According to Ms. Leskowski and Mr. Searway, Signal Oil Company occupied the property from 1935 until 1944. They claim that three underground storage tanks were recently removed from the property, and are seeking assistance from AlliedSignal for the cost of removing the tanks and for future remediation costs.

Phillips Petroleum is obligated to defend and indemnify AlliedSignal in this matter in view of the Master Agreement dated as of December 31, 1969 between Signal Oil and Gas Company (later known as Aminoil Inc.) and the Signal Companies, Inc., Phillips' acquisition of Aminoil, and the subsequent merger of Aminoil into Phillips. AlliedSignal is hereby tendering this case to Phillips and requests that Phillips defend and indemnify AlliedSignal in this matter. If you have any questions, please give me a call.

Very truly yours,



Kenneth E. Stroup, Jr.  
Asst. General Counsel,  
Environmental

cc: J.A. Schutt (w/enclosures)

Kopf Family Trust  
Bernita Leskowski - Trustee  
6319 Castle Drive  
Oakland, CA 94611

Job No. 4900100  
February 5, 1993

Alameda County  
Health Care Services Agency  
Department of Environmental Health  
80 Swan Way, Room 200  
Oakland, CA 94621

ATTN: Ms. Juliet Shin

SUBJECT: 1701 Webster Street, Alameda, California

Dear Ms. Shin:

In response to your letter dated January 13, 1993, I would like to address the following areas:

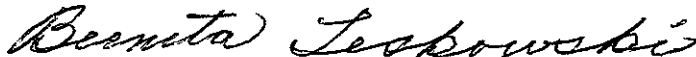
1. When work commenced at this location I never questioned anyone whether it was my responsibility to remove these tanks. The city told me to remove them, and Blymer submitted a bid and facilitated the work.
2. After working with Pegasus Commercial, Inc. of Union City with regards to future development of my property, an ALTA Survey was performed, and it was determined that these tanks were not on my property. I have enclosed 2 copies of the ALTA Survey for your review.
3. At this time, we will not be proceeding forward with any further testing of ground water or soil sampling, due to the fact that I do not now own, nor have I owned in the past, this property.
4. I will be seeking to be reimbursed for all my costs to date paid to Blymer and other contractors and agencies due to the fact that I do not own the property where the tanks were located, nor did I install these tanks.

In response to your question regarding the condition of the three Underground Storage Tanks (USTs) removed in May of 1989, the USTs were noted to have holes. A copy of the Uniform Hazardous Waste Manifest, documenting the proper handling of contaminated soil samples generated during the UST removals, is attached to this letter. As you can see, the soil had been stored on site in 55-gallon drums prior to being transported off site.

Should you have any questions or require supplemental information, please contact us.

Sincerely,

531-8790



Bernita Leskowski, Trustee  
Kopf Family Trust

BL/alb

cc: Mr. Mike Clevenger, Pegasus Commercial, Inc.  
Mr. Ray E. Wentworth, Jr., Wentworth Company  
Mr. Ken Price, E<sub>2</sub>C, Inc.

SHIN0205.LET

DATE: 2-14-92  
TO : Local Oversight Program  
FROM:  
SUBJ: Transfer of Eligible Oversight Case

Site name: Devon Home Center Alameda  
Address: 1701 Webster St. city ~~Oakland~~ zip \_\_\_\_\_  
Closure plan attached?  Y N DepRef remaining \$ 375.00  
DepRef Project # \_\_\_\_\_ STID #(if any) 3804  
Number of Tanks: 3 removed?  Y N Date of removal 5/89  
Leak Report filed? Y  N Date of Discovery 5/89  
Samples received?  Y N Contamination: Gas  
Petroleum  Y N Types: Avgas Jet leaded  unleaded Diesel  
fuel oil waste oil kerosene solvents  
Monitoring wells on site 3 Monitoring schedule? Y N  
LUFT category 1 2 3 \* H S C A R W G O  
Briefly describe the following:  
Preliminary Assessment Soil borings, ~~and~~  
Remedial Action None other than installing M.W.  
Post Remedial Action Monitoring None  
Enforcement Action \_\_\_\_\_

Note: We need to be issued a final report and the quarterly reports. It is not clear whether the M.W. have been installed, and whether the groundwater is being sampled.

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

DEPARTMENT OF ENVIRONMENTAL HEALTH

HAZARDOUS MATERIALS DIVISION

30 SWAN WAY, ROOM 200

OAKLAND, CA 94621

PHONE NO. 415/271-4320

ACCEPTED

DEPARTMENT OF ENVIRONMENTAL HEALTH

4702 27th Street, Third Floor

Oakland, CA 94612

Telephone: (415) 874-7237

These plans have been reviewed and found to be acceptable and essentially meet the requirements of State and local health laws. Changes to your plans indicated by this Department are to assist compliance with State and local laws. The project proposed herein is new proposed for issue and any required building permits for construction.

One copy of these accepted plans must be on file and available to all contractors and craftsmen involved with the project.

Any change or modifications of these plans and specifications must be submitted to the Department and to the fire and building department to determine if such changes meet the requirements of State and local laws. Notify this Department at least 48 hours prior to the following required inspections:

Removal of Tank and

Sampling

Final Inspection

Issuance of a permit to operate is dependent on compliance with accepted plans and all applicable regulations.

THERE IS A FINANCIAL PENALTY FOR OBTAINING THESE INSPECTIONS.

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600.10  
22257

UNDERGROUND TANK CLOSURE/MODIFICATION PLANS

1. Business Name DEVON HOME CENTER

Business Owner MRS. BERNITA LESKOWSKI

2. Site Address 1701 WEBSTER ST.

City ALAMEDA, CA. Zip 94501 Phone \_\_\_\_\_

3. Mailing Address 1701 WEBSTER ST.

City ALAMEDA, CA. Zip 94501 Phone \_\_\_\_\_

4. Land Owner MRS. BERNITA LESKOWSKI Henry Leskowski 531-8790

Address 6319 CASTLE DR. City, State OAKLAND Zip 94611

5. EPA I.D. No. CAC 000155293

6. Contractor ACCUTITE TANK TESTING & MAINT. SERVICES

Address 35 SO. LINDEN AVE.

City SO. SAN FRANCISCO Phone 415/952-5551

License Type BC36 C61 ID# 24732V

7. Consultant BLMYER ENGINEERS, INC.

Address 1829 CLEMENT AVE.

City ALAMEDA, CA. Phone 415/521-3773



8. Contact Person for Investigation

Name DAN GORECKI Title PROJECT ENGINEER  
Phone 415/521-3773

9. Total No. of Tanks at facility 3

10. Have permit applications for all tanks been submitted to this office? Yes [] No []

11. State Registered Hazardous Waste Transporters/Facilities

a) Product/Waste Transporter

Name REFINERIES SERVICE EPA I.D. No. CAD 083166728  
Address P.O. BOX 1171  
City PATERSON State CA Zip 95363

b) Rinsate Transporter

Name REFINERIES SERVICE EPA I.D. No. CAD 083166728  
Address P.O. BOX 1171  
City PATERSON State CA Zip 95363

c) Tank Transporter

Name H4H SHIP SERVICES EPA I.D. No. CAD 004771168  
Address 220 CHINA BASIN ST.  
City SAN FRANCISCO State CA Zip 95363

d) Tank Disposal Site

Name H4H SHIP SERVICES EPA I.D. No. CAD 004771168  
Address 220 CHINA BASIN ST.  
City SAN FRANCISCO State CA Zip 95363

e) Contaminated Soil Transporter

Name NORTH STATE ENVIRONMENTAL EPA I.D. No. CAD 006603738  
Address P.O. BOX 5674  
City SO. SAN FRANCISCO State CA Zip 94080

12. Sample Collector

Name TRACE ANALYSIS LAB - HAYWARD  
 Company BLUMYER ENGINEERS, INC  
 Address 1829 CLEMENT AVE  
 City ALAMEDA, CA State CA Zip 94501 Phone 415/521-3773

13. Sampling Information for each tank or area

Tank or Area		Material sampled	Location & Depth
Capacity	Historic Contents (past 5 years)		
1,000	<del>gasoline for</del> Dan Gorecki	SOIL & GROUNDWATER IF PRESENT	<del>2' BELOW TIL</del> OPPOSITE ENDS OF TANK AT SOIL/WATER INTERFACE into 2' of the native soil.
1,000	"		
1,000	"		

14. Have tanks or pipes leaked in the past? Yes [ ] No []

If yes, describe. NO ONE IS AWARE OF ANY LEAKS.

15. NFPA methods used for rendering tank inert? Yes [] No [ ]

If yes, describe. RESIDUAL MATERIALS TO BE PUMPED OUT, TANKS RINSED, & 30 LBS OF DRY ICE PER 1000 GALS OF TANK VOL. PLACED IN EACH TANK.

An explosion proof, combustible gas meter shall be used to verify tank inertness. BY ACCUTITE

16. Laboratories

Name SEQUOIA ANALYTICAL  
 Address 680 CHESAPEAKE DRIVE  
 City REDWOOD CITY State CA Zip 94063  
 State Certification No. 145

17. Chemical Methods to be used for Analyzing Samples

Contaminant Sought	EPA, DHS, or Other Sample Preparation Method Number	EPA, DHS, or Other Analysis Number
TOTAL PETROLEUM HYDROCARBONS AS GASOLINE WITH BTEX DISTINCTION	SOIL EPA 5000	EPA 8015 / MODIFIED
	WATER EPA 5030	EPA 8015 / MODIFIED
	SOIL	EPA 8000
	WATER	EPA 602

18. Submit Site Safety Plan

19. Workman's Compensation: Yes  No

Copy of Certificate enclosed? Yes  No

Name of Insurer FIREMAN'S FUND

20. Plot Plan submitted? Yes  No

21. Deposit enclosed? Yes  No

22. Please forward to this office the following information within 60 days after receipt of sample results.

- a) Chain of Custody Sheets
- b) Original Signed Laboratory Reports
- c) TSD to Generator copies of wastes shipped and received
- d) Attachment A summarizing laboratory results

I declare that to the best of my knowledge and belief the statements and information provided above are correct and true. I understand that information in addition to that provided above may be needed in order to obtain an approval from the Department of Environmental Health and that no work is to begin on this project until this plan is approved.

I understand that any changes in design, materials or equipment will void this plan if prior approval is not obtained.

I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel and safety.

I will notify the Department of Environmental Health at least two (2) working days (48 hours) after approval of this closure plan in advance to schedule any required inspections. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Signature of Contractor

Name (please type) Dan Koch

Signature *Dan Koch Dan Koch*

Date 3/1/89

Signature of Site Owner or Operator

Name (please type) Bernita A. Leskowski *Trustee*

Signature *Bernita A. Leskowski* *Trustee*

Date 3/15/89

NOTES:

1. Any changes in this document must be approved by this Department.
2. Any leaks discovered must be submitted to this office on an underground storage tank unauthorized leak/contamination site report form within 5 days of its discovery.
3. Three (3) copies of this plan must be submitted to this Department. One copy must be at the construction site at all times.
4. After approval of plan, notification of at least two (2) working days (48 hours) must be given to this Department prior to removal of tank(s).
5. A copy of your approved plan must be sent to the landowner.
6. Triple rinse means that:
  - a) Final rinse must contain less than 100 ppm of Gasoline (EPA method 8020 for soil, or EPA method 602 for water) or Diesel (EPA method 418.1). Other methods for halogenated volatile organics (EPA method 8010 for soil, EPA method 601 for water) may be required. The composition of the final rinse must be demonstrated by an original or facsimile report from a laboratory certified for the above analyses.
  - b) Tank interior is shown to be free from deposits or residues upon a visual examination of tank interior.
  - c) Tank should be labelled as "tripled rinsed; laboratory certified analysis available upon request" with the name and address of the contractor.

If all the above requirements cannot be met, the tank must be transported as a hazardous waste.

7. Any cutting into tanks requires local fire department approval.

UNDERGROUND TANK CLOSURE/MODIFICATION PLANS

ATTACHMENT A  
SAMPLING RESULTS

Tank or Area	Contaminant	Location & Depth	Results (specify units)

## INSTRUCTIONS

### 2. SITE ADDRESS

Address at which closure or modification is taking place.

### 5. EPA I.D. NO.

This number may be obtained from the State Department of Health Services, 916/324-1781.

### 6. CONTRACTOR

Prime contractor for the project.

### 7. OTHER

List professional consultants here.

### 12. SAMPLE COLLECTOR

Persons who are collecting samples.

### 13. SAMPLING INFORMATION

Historic contents - the principal product(s) used in the last 5 years.

Material sampled - i.e., water, oil, sludge, soil, etc.

### 16. LABORATORIES

Laboratories used for chemical and geotechnical analyses.

### 17. CHEMICAL METHODS:

All sample collection methods and analyses should conform to EPA or DHS methods.

Contaminant - Specify the chemical to be analyzed.

Sample Preparation Method Number - The means used to prepare the sample prior to analyses - i.e., digestion techniques, solvent extraction, etc. Specify number of method and reference if not an EPA or DHS method.

Analysis Method Number - The means used to analyze the sample - i.e., GC, GC-MS, AA, etc. Specify number of method and reference if not a DHS or EPA method.

#### NOTE:

Method Numbers are available from certified laboratories.

### 18. SITE SAFETY PLAN

A plan outlining protective equipment and additional specialized personnel in the event that significant amount of hazardous materials are found. The plan should consider the availability of respirators, respirator cartridges, self-contained breathing apparatus (SCBA) and industrial hygienists.

19. ATTACH COPY OF WORKMAN'S COMPENSATION

20. PLOT PLAN

The plan should consists of a scaled view of the facility at which the tank(s) are located and should include the following information:

- a) Scale
- b) North Arrow
- c) Property Line
- d) Location of all Structures
- e) Location of all relevant existing equipment including tanks and piping to be removed
- f) Streets
- g) Underground conduits, sewers, water lines, utilities
- h) Existing wells (drinking, monitoring, etc.)
- i) Depth to ground water
- j) All existing tanks in addition to the ones being pulled

rev. 9/88  
mam



ACCUTITE TANK TESTING & MAINTENANCE SERVICES

SITE SAFETY PLAN (SSP)  
1701 Webster Street  
Alameda, CA 94501

PURPOSE:

This Site Safety Plan (SSP) established the general safety requirements necessary to protect the public, contractor, employees, owner/operator and properties involved in this project.

SCOPE OF WORK:

Excavate, remove and dispose of three (3) underground storage tanks.

ACCUTITE PERSONNEL:

Foreman (designated Health & Safety Coordinator (HSC)  
Excavator Operator  
Laborer  
Environmental Engineer

The HSC will be on site during all work to verify adherence with the SSP. The HSC will also coordinate all work with local and State Health & Safety Representative as needed.

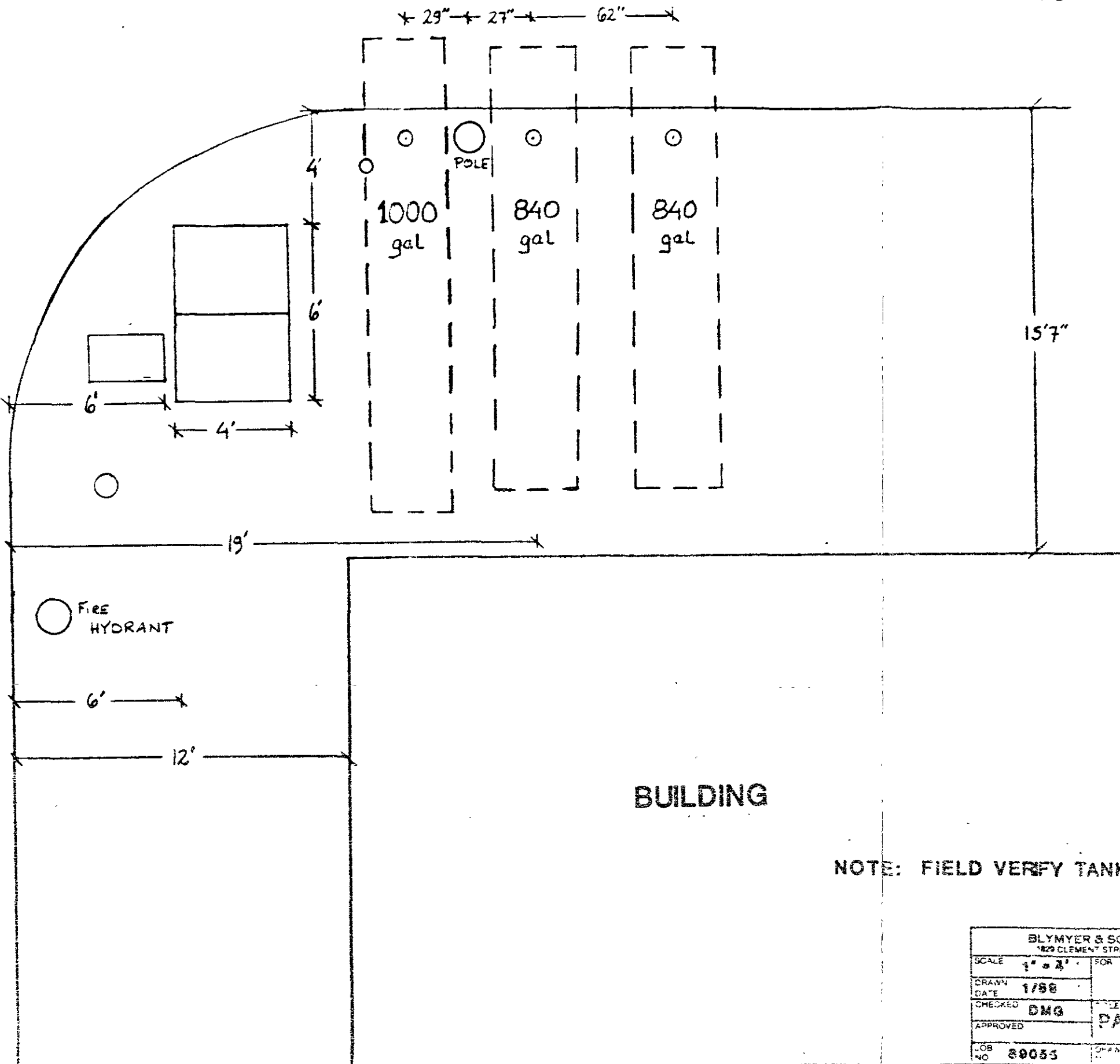
SAFETY AND PROTECTIVE PROCEDURES:

1. The HSC will monitor the site during all work for the presence of gasoline vapors utilizing a combustible Gas Detector (Riken Keiki Model SP-237H).
2. No smoking, drinking or eating will be allowed in work areas.
3. All personnel are properly trained and will wear half-mask air purifying cartridge respirators (organic cartridge with dust prefilter) when significant detector readings are recorded, or if a significant gasoline odor is detected.
4. Should gasoline or diesel fuel pooling be observed during the project, all work stop until a plan of action can be developed and regulatory agencies notified:
  - (1) Alameda County Dept of Public Health  
Hazardous Materials Division (415) 271-4320
  - (2) Port of Oakland - Hazardous Materials Division  
(415) 839-2656
  - (3) California Regional Water Quality Control Board  
San Francisco Region (415) 464-1036
  - (4) Oakland Fire Department  
(415) 273-3856

Personnel required to work in the area of gasoline pooling will wear neoprene rubber gloves, chemical goggles, protective clothing, chemical resistant safety boots and a cartridge respirator.

PACIFIC

NORTH



WEBSTER

BUILDING

NOTE: FIELD VERIFY TANK LOCATIONS

BLYMYER & SONS ENGINEERS, INC. 1829 CLEMENT STREET, ALAMEDA, CA 94501	
SCALE 1" = 3'	FOR
DRAWN DATE 1/88	B LESKOWSKI
CHECKED DMG	TITLE
APPROVED	PACIFIC & WEBSTER
JOB NO 89055	DRAWING NO

FILE OR ENVELOPE  
 No. of  
 PER NO.  
 OWNER Dawn Home Center  
 Address 701 Webster  
Alameda 94501 Phone  
 Contractor Accutite Tank Testing  
 Address 35 S. Linden Ave  
S. San Francisco Phone 952-5551  
 OTHER (Specify) Blymer Engineers  
 Address 1829 Clement Ave  
Alameda Phone 521-3773

PLAN REVIEW  
 \$ 600 Rec'd. mnc 3/1/89  
 No. Plans Rec'd. mnc 3/2/89  
 Plans Approved  
 Layout Made  
 Rejected  
 Applicant Notified  
 Plans Returned  
 Permit Issued  
 CONSTRUCTION PROGRESS ACCEPTANCE  
 Pre-Plaster/drywall  
 Pre-Final  
 Final

By Date  
 By Date  
 POOL  
 Pre-Concrete/Gunite  
 Pre-Plaster  
 Final  
 EXCAVATION  
 Septic Tank  
 Absorption Field  
 Absorption Bed  
 House Sewer  
 FINAL  
 Septic Tank  
 Absorption Field  
 Absorption Bed  
 OTHER

U.G. TANKS  
 Pre-Covering  
 Final  
3804  
20594

XR  
 REMARKS  
 Date By  
 5/23 C.S.  
 6/7 C.S.  
 6/8 C.S.  
 6/24 C.S.  
 4/1/89 L.S.  
 4/5/89 L.S.  
 5/1 DL

REMARKS  
 Dan Gorecki said soil has contamination > 1000 PPM. He will send in a plan of correction.  
 On-site insp. with Dan Gorecki. He will submit a revised investigation plan that will include excavation of the contaminated soil.  
 Spoke to Lt. McKinley, Alameda Fire. He said after soil samples were taken, the pit was cleared out, but no final samples were taken. Pit was filled with only clean soil. He also said the only way the pit could be cleared up further was manually. I requested Dan Gorecki to give a copy of the soil report for the soil that got out of the pit and a copy of the manifest for the contaminated soil. He would probably not have to re-examine.  
 Spoke to Dan Gorecki and requested the following

LOCATION  
 3/22/90 Asked Mike Weber of Blymer to send a copy of the soils report from and water results  
 Vicinity Map  
 U52887  
 600.0

**Close**