



COPY

RESNA

Working To Restore Nature

3315 Almaden Expressway, Suite 34
San Jose, CA 95118
Phone: (408) 264-7723
Fax: (408) 264-2435

TRANSMITTAL

92 MAY 11 PM 11:57
Paul Smith

TO: MR. RICHARD GILCRASE
DRAKE BUILDERS
5200 PANAMA AVENUE
RICHMOND, CALIFORNIA 94804

DATE: 5/12/92
PROJECT NUMBER: 60026.10
SUBJECT: ARCO STATION 276 AT
10600 MACARTHUR BOULEVARD, OAKLAND, CA

FROM: ROBERT D. CAMPBELL
TITLE: STAFF GEOLOGIST

WE ARE SENDING YOU [X] Attached [] Under separate cover via _____ the following items:
[] Shop drawings [] Prints [] Reports [] Specifications
[X] Letters [] Change Orders [] _____

Table with 4 columns: COPIES, DATED, NO., DESCRIPTION. Row 1: 1, 5/11/92, REQUEST FOR ACCESS TO INSTALL EXPLORATORY BORINGS AND MONITORING WELLS FOR THE ONGOING SUBSURFACE ENVIRONMENTAL INVESTIGATION AT THE ABOVE SUBJECT SITE. Row 2: 2, 5/11/92, LICENSE AGREEMENT

THESE ARE TRANSMITTED as checked below:

- [] For review and comment [] Approved as submitted [] Resubmit ___ copies for approval
[] As requested [] Approved as noted [] Submit ___ copies for distribution
[] For approval [] Return for corrections [] Return ___ corrected prints
[] For your files [] _____

REMARKS: PLEASE SIGN EACH COPY OF THE AGREEMENT AND RETURN THEM TO US.
ARCO WILL COUNTERSIGN THEM AND RETURN A COPY TO YOU.

Copies: 1 to project file no. 60026.10
CC: SEE LIST ON PAGE 2 OF LETTER.

*Revision Date: 11/21/91
*File Name: TRANSMT.PRJ



Working To Restore Nature

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May 11, 1992
0511RGIL
60026.10

Mr. Richard Gilcrase
Drake Builders
5200 Panama Avenue
Richmond, California 94804

Subject: Request for Access to Install Exploratory Borings and Monitoring Wells for the Ongoing Subsurface Environmental Investigation at ARCO Service Station 276, 10600 MacArthur Boulevard, Oakland, California.

Dear Mr. Gilcrase:

On behalf of ARCO Products Company (ARCO), RESNA Industries (RESNA) is submitting this request for property access to install and monitor two (2) groundwater monitoring wells on the property located on the Foothill Square Shopping Center Parking Lot as part of an offsite subsurface environmental investigation.

We are sending you a map with the proposed locations for two (2) groundwater monitoring wells (MW-6 and MW-7) proposed to be installed on the subject property. After initial installation of the wells, they will be monitored on a quarterly basis to determine changes in groundwater levels, and for sampling to determine presence of any groundwater contamination. These monitoring wells will be an important source of information concerning soils and groundwater in the immediate area of the subject property. The installation and maintenance of the wells will remain the responsibility of ARCO. Prior to drilling and installation of the wells, an underground utility line location company will be contracted to locate underground utilities.

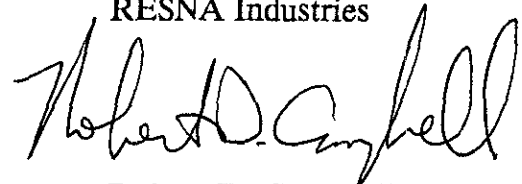
Please discuss this monitoring well installation with the property tenants and sign each copy of the attached ARCO Offsite Access Agreement and return them to us. ARCO will countersign the agreement and return a copy to you.

Request for Access
ARCO Station 276, Oakland, California

May 11, 1992
60026.10

If you have any questions regarding this matter, please contact us at (408) 264-7723.

Sincerely,
RESNA Industries



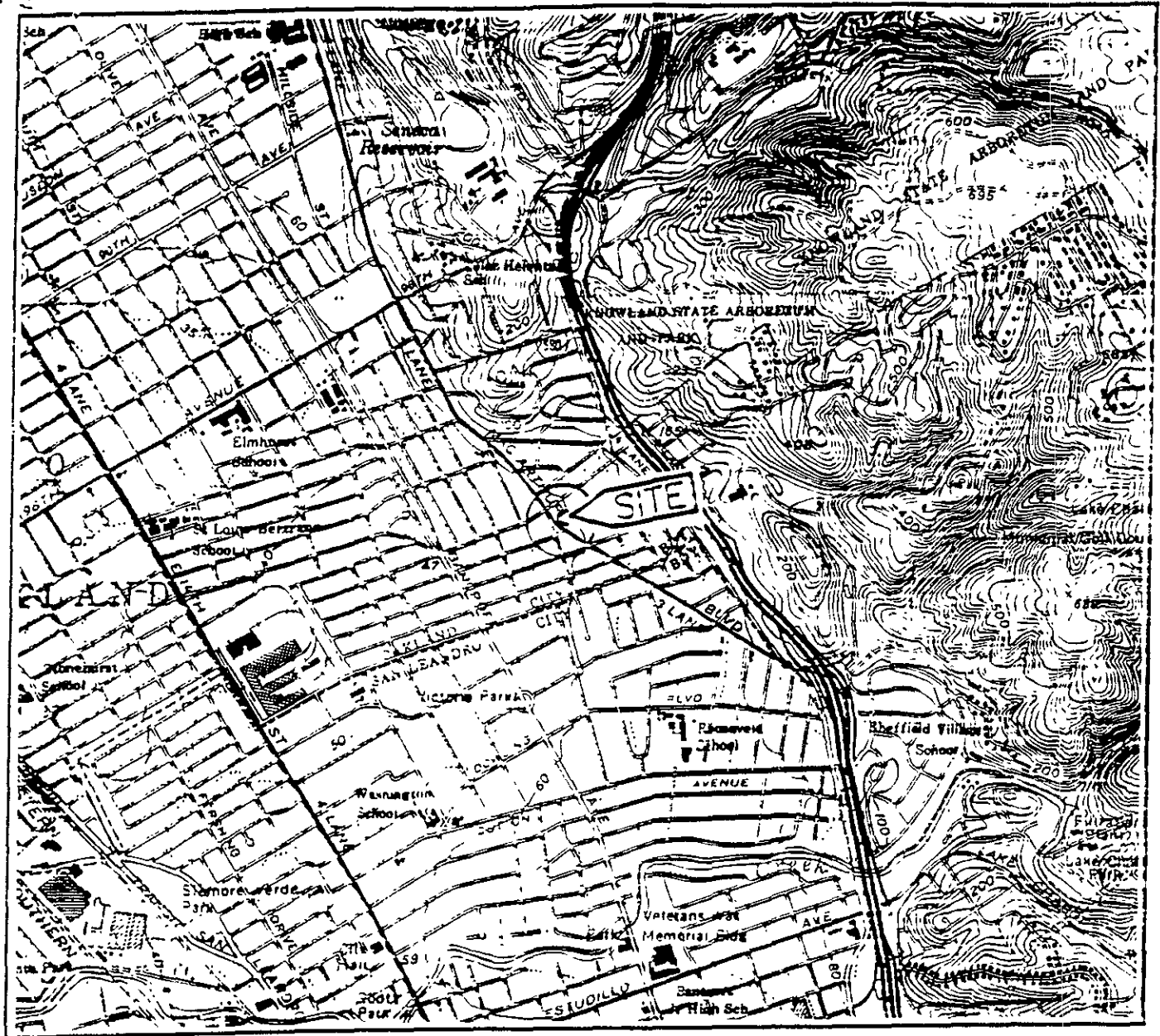
Robert D. Campbell
Staff Geologist



Joel Coffman
Project Geologist

Enclosures: Plate 1, Site Vicinity Map
Plate 2, Proposed Boring/Monitoring Well Locations
Plate 3, Typical Monitoring Well Construction
License Agreement Between Richard Gilcrase and ARCO Products Company

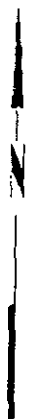
cc: Ted Robinson, ARCO Products Company
John Meck, ARCO Products Company
Micheal Whelan, ARCO Products Company
Chris Winsor, ARCO Products Company
Gil Jensen, Alameda County District Attorney's Office
Larry Seto, Alameda County Health Care Services Agency
Eddy So, Regional Water Quality Control Board



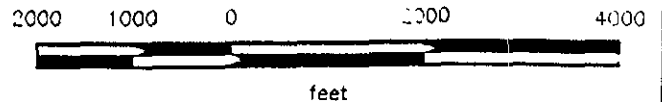
Base: U.S. Geological Survey
 7.5-Minute Quadrangles
 Oakland East/San Leandro,
 California
 Photorevised 1980

LEGEND

● = Site Location



Approximate Scale



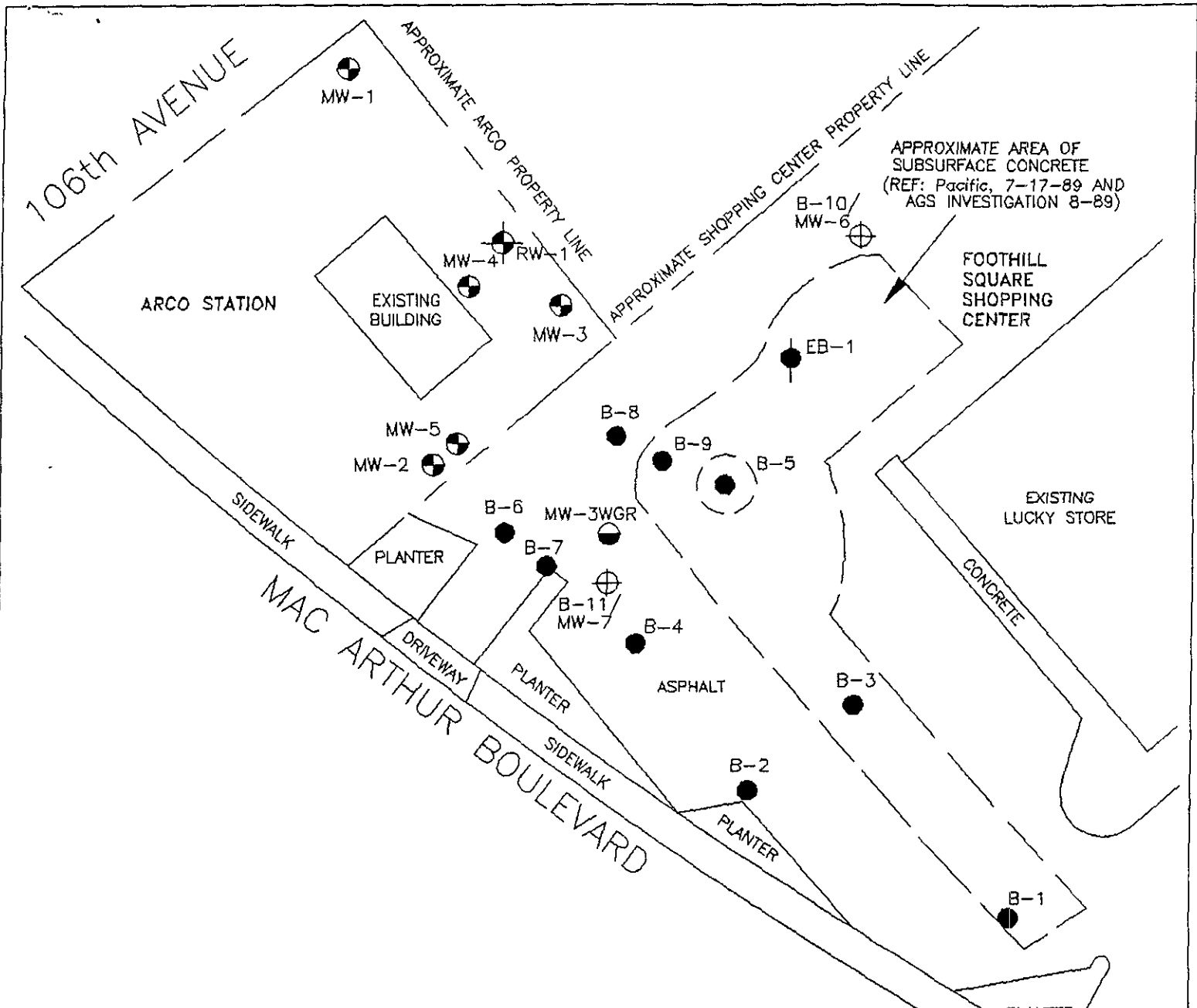
RESNA

PROJECT 60026.10

**SITE VICINITY MAP
 ARCO Station 276
 10600 MacArthur Boulevard
 Oakland, California**

PLATE

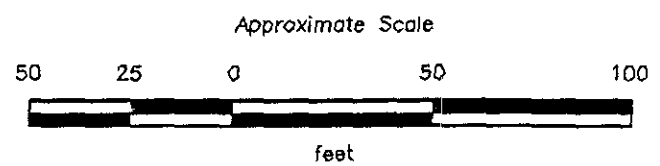
1



APPROXIMATE AREA OF SUBSURFACE CONCRETE
(REF: Pacific, 7-17-89 AND AGS INVESTIGATION 8-89)

EXPLANATION

- B-11 / MW-7 ⊕ = Proposed boring/monitoring well
- RW-1 ⊕ = Recovery well
(RESNA, October 1991)
- MW-3WGR ⊕ = Groundwater monitoring well
(WGR, Jan & Feb. 1990)
- MW-5 ⊕ = Groundwater monitoring well
(Applied GeoSystems, March 1989)
- EB-1 ⊕ = Soil boring
(KA, October 1988)
- B-9 ⊕ = Soil boring
(Applied GeoSystems, August 1989)



Source: Surveyed by Ron Archer Civil Engineer, Inc.

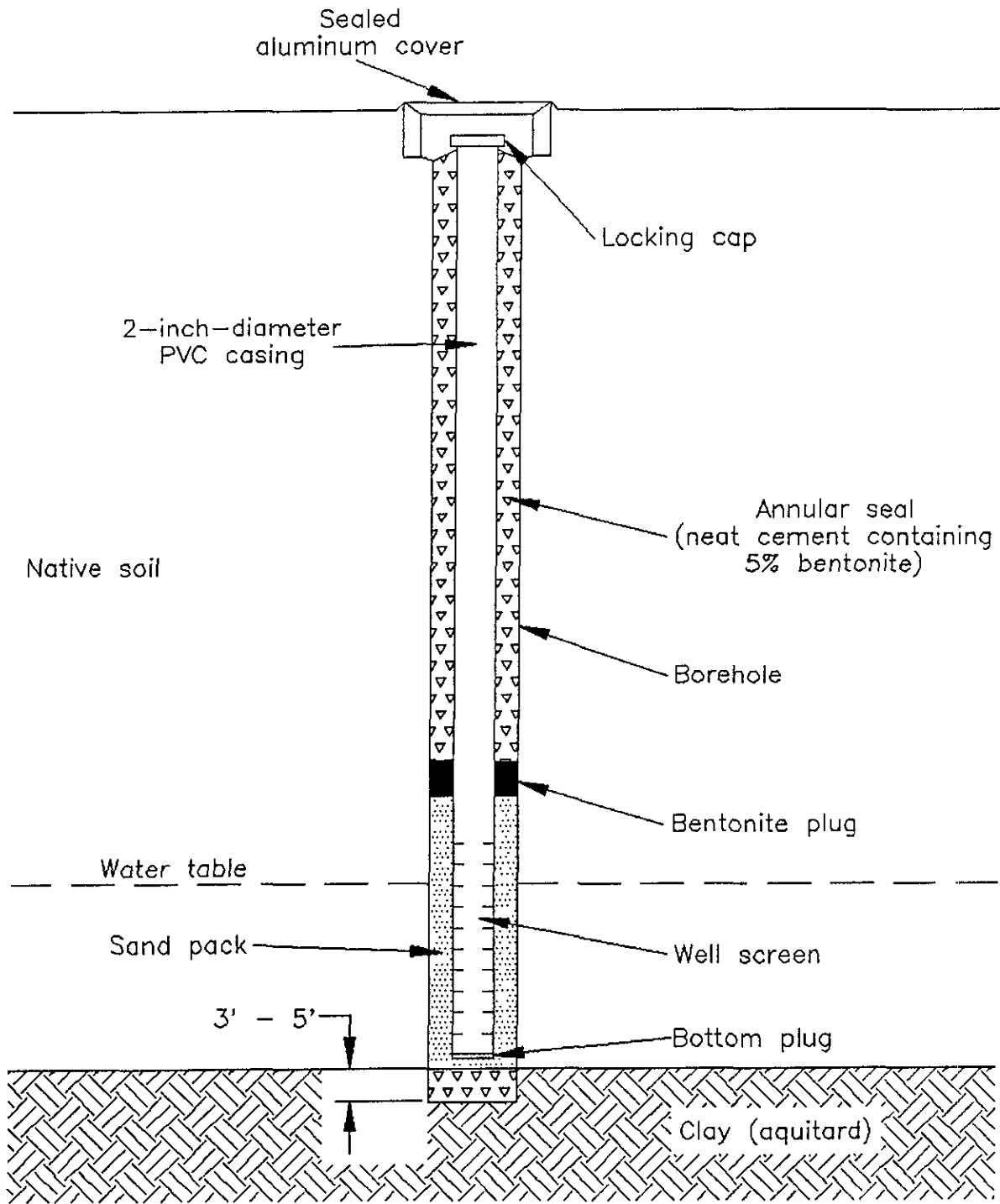
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**PROPOSED BORING/
MONITORING WELL LOCATIONS
ARCO Station 276
10600 Mac Arthur Boulevard
Oakland, California**

**PLATE
2**

PROJECT 60026 10

Ground-water monitoring well



Not to scale

RESNA

**TYPICAL
MONITORING WELL CONSTRUCTION
ARCO Station 276
10600 MacArthur Boulevard
Oakland, California**

PLATE

3

PROJECT

80028 10

3315 Almaden Expressway, Suite 34
San Jose, CA 95118
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Fax: (408) 264-2435

**LICENSE AGREEMENT
BETWEEN DRAKE BUILDERS
AND ARCO PRODUCTS COMPANY**

This license Agreement is made on the 11th day of May, 1992, between Drake Builders, private owner, hereinafter referred to as "licensor" and ARCO Products Company, a division of Atlantic Richfield Company, hereinafter referred to as "licensee".

1. **RECITALS**

- 1.1 Licensor owns certain real property (the "Property") at 10700 MacArthur Boulevard, Oakland, in the state of California.
- 1.2 Licensee desires to drill on a portion of the Property, two (2) groundwater wells as depicted on Plate 2, attached hereto and made part hereof.
- 1.3 The parties desire to enter into this License Agreement to allow licensee to install said groundwater wells on the Property.
- 1.4 Neither this License Agreement nor any of the terms hereof shall be construed as an admission of liability by Licensee for any contamination, alleged or otherwise, on the licensed area of any adjoining property.

2. **AGREEMENT**

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows.

3. **TERMS**

- 3.1 Licensee may drill, use and backfill at its sole cost and expense, two (2) groundwater wells on the Property located at 10700 MacArthur Boulevard, Oakland, California.
- 3.2 Said groundwater wells shall be completed as shown on Plate 3 attached hereto and made part hereof.

- 3.3 Licensee, upon prior notification to licensor, may enter the Property to monitor and sample the two (2) groundwater wells.
- 3.4 Licensee agrees not to permit any liens to stand against the Property for work done or materials furnished to licensee, and licensee agrees to indemnify and hold licensor harmless for same.
- 3.5 If the surface of the licensed are and/or the surface of licensor's adjacent real property and/or improvements thereon shall be disturbed by the emplacement or the backfill of licensee's groundwater wells, then said surface and/or improvements shall be promptly restored by licensee to their condition just prior to such disturbance.
- 3.6 Licensee shall, after completion, backfill said borings pursuant to this License Agreement, or after the groundwater wells are no longer useful to the investigation, destroy the groundwater wells according to the standards set forth by the appropriate State agency.
- 3.7 Licensee agrees to indemnify, defend, and save licensor harmless from all liability, damage, expense, causes of action, suits, claims, or judgements resulting from injuries to person or damage to property on the licensed area or on adjoining streets and sidewalks which arise out of the act, failure to act, or negligence of licensee, its agents, employees, invitees, or guests in performing work under this License Agreement.
- 3.8 This License Agreement shall not constitute a deed or a grant of easement and shall not be deemed irrevocable or an easement by virtue of the work performed under or by reason of this license.
- 3.9 This License Agreement may be terminated by either party upon thirty (30) days prior written notice.

In witness whereof, the parties hereto have executed this License Agreement as of the day and year first above written.

ARCO Products Company

Mr. Richard Gilcrase

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESNA