



September 29, 1992

Mr. Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Alameda County Health Care Services Agency
80 Swan Way, Room #200
Oakland, CA 94621

Regarding: Unocal Station #6277, 15803 E. 14th Street, San Leandro, California STID 2422

Dear Mr. Seery:

This letter is in response to your letter of September 18, 1992 regarding the referenced station. The implication of the fourth paragraph of your letter is that the property owners and manager ignored the requests of Unocal to obtain access to the adjoining parcel in order to expand their investigation. This implication is incorrect.

Enclosed for your reference are copies of correspondence in which Lincoln Property Company N.C, Inc. sought reasonable conditions for granting the requested license to enter the adjacent property and conduct the necessary testing. Chief among the conditions for granting access were the following:

- 1.) Satisfactory evidence of insurance providing coverage to Lincoln Hamlet Associates Limited and Lincoln Property Company N.C., Inc. (collectively "Lincoln") as owner and managing agent respectively. This would include an indemnification of both parties from liens, damages, and injuries relating to the monitoring well's installation, monitoring, and removal.
- 2.) A satisfactory time table for the installation and removal of the monitoring well, including the restoration of the well location to its existing condition.
- 3.) Unocal's agreement to remediate in compliance with all laws, any hazardous wastes or materials detected during Unocal's sampling from the monitoring well.
- 4.) Because Unocal's station was the source of the problem and because of the complexities and changing content of hazardous waste laws, Lincoln seeks the reimbursement of its legal cost in prudently seeking legal review of this agreement with Unocal.

Mr. Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Alameda County Health Care Services Agency
September 29, 1992
Page Two

When? Date?

My last contact with Unocal was a telephone conversation with Mr. Ronald Bock during which we reviewed the conditions which are listed above. The indication in that conversation was that Unocal's legal department was objecting to what Lincoln considered reasonable requests to which Lincoln would consider reasonable modifications in order to accommodate Unocal. At the end of that conversation, Mr. Bock stated that he would be in contact with Unocal's legal staff and would be back in communication with me in order to conclude this matter. In the nine to twelve months since that conversation, no further contact had been initiated by Unocal.

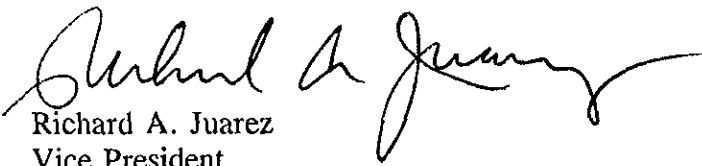
You may note in reviewing the attached correspondence from Unocal's legal staff that the tone of approach taken seems confrontational and designed not to achieve a reasonable agreement, but to force an impasse. Apparently, this impasse has been portrayed to you as being as a result of Lincoln's unwillingness to cooperate. This is simply not true.

Although Lincoln no longer controls the adjacent property, I am confident that your assistance in encouraging Unocal's agreement with the conditions proposed above would certainly facilitate the granting of the requested license. I have enclosed additional copies of this letter for your use in distributing it to those individuals who are indicated as receiving copies of your letter.

Should you have any questions regarding this letter, please contact me at your convenience.

Sincerely,

LINCOLN PROPERTY COMPANY N.C., INC.


Richard A. Juarez
Vice President

RAJ/smr

- cc: Matthew & Ellamae Coelho
Michael W. Celestre, Esq. - Graves, Allen, Cornelius & Celestre
Michael George - Travelers Realty Investment Company
Steve LeGarduer - Travelers Companies
Cherlyn Grant - Andrews Associates
Frank Small, Esq. - Lakin Spears
Dean Henry - Lincoln Property
David Westcott - Lincoln Property

lick

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY



DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
80 Swan Way, Rm 200
Oakland, CA 94621
(510) 271-4530

September 18, 1992

Matthew and Ellamae Coelho
18616 Highway 33 East
Dos Palos, CA 93620-9620

Ms. Gloria Espina
Lincoln Property Company N.C., Inc.
101 Lincoln Center Drive
Foster City, CA 94404-1167

Mr. Michael George
Traveler's Realty Investment Company
2121 N. California Boulevard, Ste. 1000
Walnut Creek, CA 94596-8161

[Handwritten notes and stamps]

RE: UNOCAL STATION #6277, 15803 E. 14TH STREET, SAN LEANDRO
STID 2422

Dear property owners and managers:

As you may or may not be aware, an environmental investigation has been in progress at the referenced Unocal service station since early 1989. The investigation was warranted as a result of an unauthorized release of petroleum products from the underground storage tank (UST) system or systems discovered during closure of these tanks during March 1989.

A preliminary site assessment (PSA) was conducted during May through June 1989. The PSA included the installation and sampling of four (4) ground water monitoring wells at the site. The results of this work verified that both ground water and soil beneath the site had been impacted by the noted unauthorized release(s).

Gradient calculations performed during the past 2.5 years confirm that, by and large, ground water appears to flow towards the northwest across the site, in the direction of The Hamlet Apartments, Assessors's Parcel # 80C-500-6. Concentrations of contaminants found in water sampled from those wells furthest downgradient of the former USTs and closest to the noted parcel, MW-1, -2A, and -3 (see accompanying map and chemical data), indicate that contaminants have likely migrated off-site in the direction of The Hamlet Apartments.

Coelho, Espina, and George
RE: 15803 E. 14th Street, San Leandro
September 18, 1992
Page 2 of 2

Unocal quickly recognized the need to begin evaluating potential off-site impacts in early 1990. Since April 1990, Unocal has been attempting to gain access to the referenced adjoining parcel to expand their investigation. To date, no such access has been allowed.

In correspondence from this office dated May 6, 1992 (enclosed), Unocal was directed to expand their investigation onto the referenced parcel. Unocal responded by again requesting access to the referenced parcel. Attached are two Unocal letters addressed to the Coelho's, dated June 17 and August 4, 1992, which outline their request for site access.

Please be advised that should an agreement not soon be reached between the parties involved in this issue, this case will be referred to the Regional Water Quality Control Board (RWQCB) for action. The RWQCB, pursuant to their authority under Section 13267 of the California Water Code, will require the party or parties responsible for the referenced parcel to conduct their own investigation, **at their expense**. Failure to meet RWQCB investigation and reporting schedules could result in the imposition of fines of up to \$1,000 per day of delinquency.

Within 30 days of the date of this letter, this Department will expect to be informed by Unocal that a License Agreement for site access has been signed. Should such an agreement not be reached within this time frame, this aspect of the case will be turned over to the RWQCB for action.

Please feel free to contact me at 510/271-4530 should you have any questions.

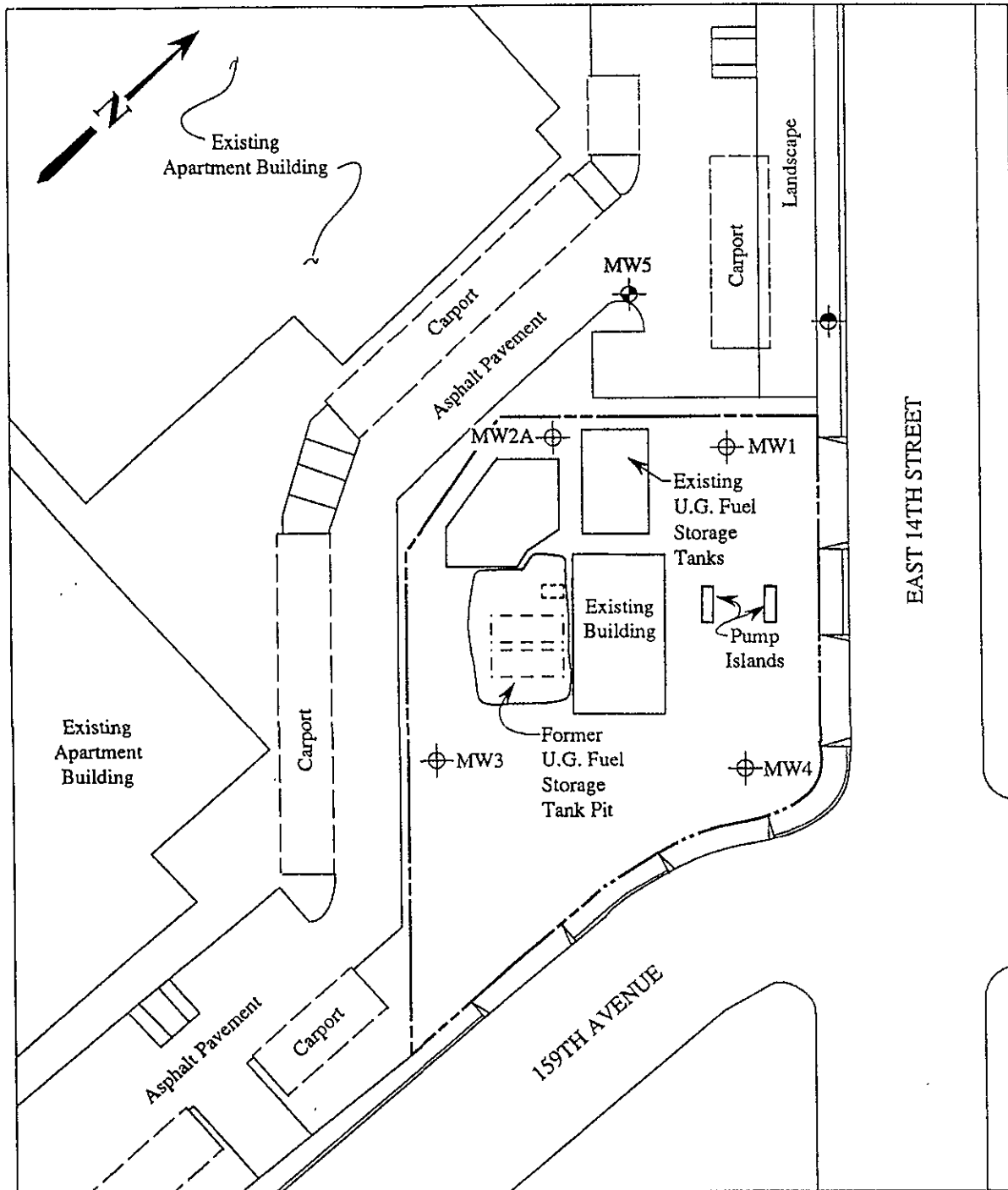
Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

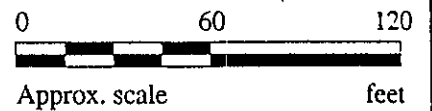
enclosures

cc: Gil Jensen, Alameda County District Attorney's Office
Rich Hiatt, RWQCB
Jim Ferdinand, Eden Consolidated Fire District
Penny Silzer, Unocal Corporation
Ed Howell - files



LEGEND

- ⊕ Monitoring well
- ⊕ Monitoring well (proposed)
- ⊕ Monitoring well (previously attempted)



**UNOCAL SERVICE STATION #6277
15803 E. 14TH STREET
SAN LEANDRO, CA**

**SITE
VICINITY
MAP**

KEI-P89-0301.QR11
August 18, 1992

TABLE 2
SUMMARY OF LABORATORY ANALYSES
WATER

<u>Date</u>	<u>Sample Well #</u>	<u>TPH as Diesel</u>	<u>TPH as Gasoline</u>	<u>Benzene</u>	<u>Toluene</u>	<u>Xylenes</u>	<u>Ethyl-benzene</u>
7/20/92	MW1	62+	630	100	2.8	52	6.3
	MW2A	ND	99	8.6	ND	0.95	2.4
	MW3	ND	120*	ND	ND	ND	ND
	MW4	ND	80*	ND	ND	ND	ND
4/23/92	MW1	--	530	100	7.9	60	4.6
	MW2A	ND	190	15	ND	2.0	15
	MW3	--	150**	1.6	ND	ND	ND
	MW4	--	120**	ND	ND	ND	ND
1/13/92	MW1	--	450	240	4.6	73	8.6
	MW2A	ND	160	11	2.0	5.9	10
	MW3	--	120**	ND	ND	ND	ND
	MW4	--	58**	ND	ND	ND	ND
9/10/91	MW1	--	280	38	3.1	22	4.1
	MW2A	65	180	8.7	0.93	13	15
	MW3	--	170	ND	ND	ND	ND
	MW4	--	56	ND	ND	ND	ND
6/10/91	MW1	--	310	1.5	ND	0.31	ND
	MW2A	100	54	1.2	ND	0.69	ND
	MW3	--	160	0.65	ND	ND	ND
	MW4	--	64	ND	ND	ND	ND
3/15/91	MW1	--	110	21	ND	8.4	ND
	MW2A	ND	160	2.5	ND	51	ND
	MW3	--	150	ND	ND	0.45	ND
	MW4	--	53	ND	ND	ND	ND
12/14/90	MW1	--	450	150	6.8	49	0.28
	MW3	--	150	ND	ND	ND	ND
	MW4	--	54	ND	ND	ND	ND
9/19/90	MW1	--	140	ND	ND	3.5	ND
	MW3	--	74	0.74	ND	ND	ND
	MW4	--	61	ND	ND	ND	ND
6/25/90	MW1	--	310	10	0.89	2.1	0.37
	MW3	--	190	1.5	0.68	5.3	ND
	MW4	--	66	ND	ND	ND	ND

TABLE 2 (Continued)

SUMMARY OF LABORATORY ANALYSES
WATER

<u>Date</u>	<u>Sample Well #</u>	<u>TPH as Diesel</u>	<u>TPH as Gasoline</u>	<u>Benzene</u>	<u>Toluene</u>	<u>Xylenes</u>	<u>Ethyl-benzene</u>
3/29/90	MW1	--	320	12	1.6	3.5	0.31
	MW3	--	85	ND	ND	ND	ND
	MW4	--	120	0.39	ND	ND	ND
12/12/89	MW1	--	340	100	13	44	3.4
	MW2	1,700	660	220	6.6	36	13
	MW3	--	120	6.7	0.64	1.5	0.46
	MW4	--	97	4.6	ND	ND	ND
9/13/89	MW1	--	550	32	17	52	3.4
	MW2	ND	170	2.0	0.38	9.5	ND
	MW3	--	76	ND	ND	ND	ND
	MW4	--	77	ND	ND	ND	ND
6/06/89	MW1	--	590	ND	ND	ND	ND
	MW2	ND	77	ND	ND	ND	ND
	MW3	--	32	ND	ND	ND	ND
	MW4	--	37	ND	ND	ND	ND

+ Sequoia Analytical Laboratory reported that the analysis chromatogram pattern for this sample indicated that the hydrocarbons detected did not appear to be diesel. The hydrocarbons detected appear to be due to a non-diesel mixture (<C18).

* Sequoia Analytical Laboratory reported that the analysis chromatogram pattern for these samples indicated that the hydrocarbons detected did not appear to be gasoline. The hydrocarbons detected appeared on the chromatogram as discrete peaks.

** The laboratory reported that the samples "do not appear to contain gasoline. LMBP is due to several unidentified peaks."

-- Indicates analysis was not performed.

ND = Non-detectable.

Results in parts per billion (ppb), unless otherwise indicated.

TABLE 3
SUMMARY OF LABORATORY ANALYSES
WATER

<u>Date</u>	<u>Sample Well #</u>	<u>Tetra-chloro-ethene</u>	<u>Tri-chloro-ethene</u>	<u>1,2-Di-chloro-ethane</u>	<u>Total 1,2-dichloro-ethene</u>	<u>TOG (ppm)</u>
7/20/92	MW1	200	7.4	ND	ND	--
	MW2A	35	7.2	ND	4.8**	ND
	MW3	1,400	25	ND	ND	--
	MW4	440	11	ND	ND	--
4/23/92	MW2A	17	5.6	ND	1.9**	ND
1/13/92	MW2A*	33	ND	ND	2.1**	ND
6/10/91	MW2A	150	10	ND	ND	ND
3/15/91	MW2A	67	8.2	ND	2.6**	ND
12/12/89	MW2	30	9.0	ND	ND	1.2
9/13/89	MW2	18	6.1	4.2	1.2	<50
6/06/89	MW2	110	4.4	2.8	ND	ND

* 1,1,2-trichloroethane was also detected at a level of 9.9 ppb.

** Reported as cis-1,2-dichloroethene. Trans-1,2-dichloroethene was non-detectable.

ND = Non-detectable.

Results in parts per billion (ppb), unless otherwise indicated.

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY
DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, Assistant Agency Director

STID #2422

May 6, 1992

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

Ms. Penny Silzer
Unocal Corporation
2000 Crow Canyon Place, Suite 400
P.O. Box 5155
San Ramon, CA 94583

RE: UNOCAL STATION #6277, 15803 EAST 14TH STREET, SAN LEANDRO

Dear Ms. Silzer:

The Department is in receipt and has completed review of the February 24, 1992 Kaprealian Engineering, Inc. (KEI) report documenting work performed at the subject site from October 1991 through January 1992.

The referenced report indicates that an attempt to install an additional downgradient monitoring well (designated MW-5) failed as a result of an underground obstruction beneath the sidewalk where the boring was advanced. We understand that an additional attempt at well installation will occur in the same general area once an unobscured site for drilling is found.

Please be advised that our review of laboratory and gradient data indicates that additional (off-site) wells down- and cross-gradient (west and north) from well MW-2A are needed to assess the full extent of ground water contamination migrating from the subject site. The referenced February 24, 1992 KEI report indicates that Unocal was denied access to the adjacent private property in the past. Unocal will need to gain access to this property in the very near future for the purpose of well installations and monitoring. Please contact the undersigned to discuss this matter in more detail, including the statutory authority for allowing such access during underground storage tank investigations.

At this time, and until further notice, ground water samples collected from all wells, both present and proposed, shall be analyzed for the following waste oil constituents, in addition to those fuel compounds already being sought:

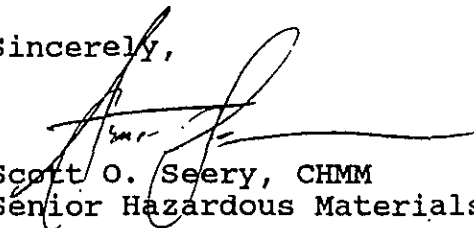
- o halogenated hydrocarbons (EPA method 601 or 624)
- o total petroleum hydrocarbons as diesel (DHS/LUFT methods)

Ms. Penny Silzer
RE: Unocal #6277, 15803 E.14th Street
May 6, 1992
Page 2 of 2

This requirement is based on the historical fluctuations in ground water gradients at the site, and "hits" noted in all wells in the past.

Please call me at 510/271-4320 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott O. Seery', with a long horizontal flourish extending to the right.

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Rafat A. Shahid, Assistant Agency Director, Environmental Health
Edgar Howell, Chief, Hazardous Materials Division
Gil Jensen, Alameda County District Attorney's Office
Rich Hiett, RWQCB
Howard Hatayama, DHS
Jim Ferdinand, Eden Consolidated Fire District

Unocal Refining & Marketing Division
Unocal Corporation
911 Wilshire Boulevard, Rm. 1317
Los Angeles, California 90017
Telephone (213) 977-5930

UNOCAL 76

June 17, 1992

Matthew Coelho & Ella Mae Coelho
18616 Highway 33 *East*
Dos Palos, Ca 93620-9620

J. E. Mason
Manager, Real Estate Administration

RE: Access Permission
Lot northwest of
Unocal Service Station #6277
15803 East 14th St.
San Leandro, Ca.

Dear Property Owners:

As part of Unocal's continuing environmental commitment and to comply with existing laws and regulations, we will be assessing the soil and ground water beneath our site referenced above. We plan to assess the soil and ground water on adjacent property as well.

As you are an adjacent property owner, we are requesting your permission to come on your property which is northeast of the subject service station to install one ground water monitoring well.

I have enclosed:

1. A Site Vicinity Map that shows the location on your property where the proposed well would be installed.
2. A monitoring well diagram.
3. Two original License Agreements executed by Unocal that would allow Unocal employees, representatives and contractors to enter on your property to install the well. This Agreement also indemnifies the property owner.

Please sign and date one of the Agreements and return it to me in the enclosed envelope by July 7, 1992. The remaining Agreement is for your file.

Be assured that once testing is completed, we will return your property to its original condition. If you have any questions about the work we plan or the Agreement, please call me at 213/977-5930.

Matthew Coelho & Ella Mae Coelho
June 17, 1992
Page 2

Thank you in advance for your prompt attention to this matter.

Sincerely,


J. E. Mason

JEM/JLC

Enclosures

Unocal Refining & Marketing Division
Unocal Corporation
911 Wilshire Blvd., Rm.
Los Angeles, California 90017
Telephone (213) 877-5930

RECEIVED

AUG 10 1992

UNOCAL 75

August 4, 1992

VIA CERTIFIED MAIL

J. E. Mason
Manager, Real Estate Administration

Matthew Coelho & Ella Mae Coelho
18616 Highway 33 *East*
Dos Palos, Ca. 93620-9620

RE: Access Permission
Lot northwest of
Unocal Service Station #6277
15803 East 14th St.
San Leandro, Ca.

Dear Property Owners:


Enclosed is a copy of my letter dated June 17, 1992 requesting permission for Unocal to come on your property to install one ground water monitoring well. Included with the letter were a site vicinity map, a ground water monitoring well diagram and two License Agreements executed by Unocal.

I had requested in the letter that you sign and date one of the Agreements and return it in the stamped envelope we provided. As of this date Unocal does not have any record of the signed copy of the License Agreement being received.

If the information I sent you was misplaced or if you need additional information regarding the work we plan, please call me at 213/977-5930. If you do not want Unocal to perform the work, I would appreciate a response in that regard as well.

Thank you in advance for your prompt attention to this matter.

Sincerely,



JEM/JLC

Enclosure

Unocal Corporation
1201 West 5th Street, P.O. Box 7600
Los Angeles, California 90051
Telephone (213) 977-7768

RECEIVED
LPC DEVELOPMENT

FEB 20 1991

UNOCAL 76

LAKIN SPEARS

FEB 15 1991

RECEIVED

Lois Ellen Gold
Assistant Counsel

12 February 1991

Scott H. Miller

Lakin-Spears

285 Hamilton Avenue, Fifth Floor

Palo Alto, California 94301

RE: Unocal Service Station 6277

14th/159th

San Leandro, California

Dear Mr. Miller:

I am in receipt of your letter of 31 January 1991. I do not intend to disagree over semantics, but you state that in my letter of 23 January I implied that Lincoln Property Company (Lincoln) had a non-negotiable requirement that its consent to access would be given solely on the basis that Unocal had been required to install a well by governmental agencies. I did not imply. However, I did quote directly from your letter of 27 August 1990 to Mr. M. B. Sherin.

Your letter stated "Lincoln's consent's is given to you solely (emphasis added) upon the basis that you have been required by either the Alameda County Department of Environmental Health or the California Regional Water Quality Board to install a monitoring well on the property."

Since that is no longer Lincoln's position, Unocal, as a good Corporate Citizen, hopes to be able to reach agreement with your client on terms of access.

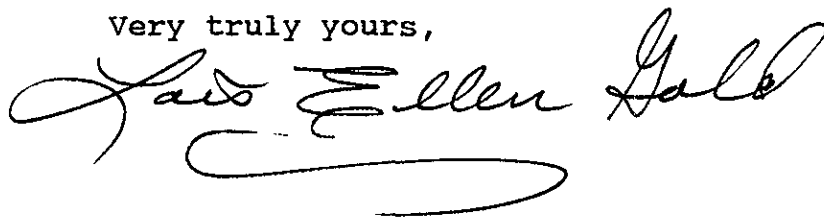
There are several provisions in your letter that are unacceptable to Unocal. It is our position that your client is entitled to all knowledge pertaining to it's site. Activities on and information pertaining to our site are proprietary.

We do not know if any conditions at our facility have impacted your client's property until such time as either Unocal or another party conducts some technical assessment of the Lincoln real estate.

If Lincoln allows us reasonable access, it is our intent to do just that at our cost. However, it is not our policy to, again I quote from your 27 August letter, "reimburse Lincoln for Lincoln's legal and consulting fees related to this request for consent and any subsequent monitoring or review up to an amount of \$1,000."

If these matters are no longer an issue, please contact me at your convenience and we can attempt to draft a mutually acceptable Access Agreement.

Very truly yours,

A handwritten signature in cursive script that reads "Lois Ellen Gale". The signature is written in black ink and features a large, sweeping flourish at the bottom.

LEG

cc: R. E. Bock

R. L. Fonda

J. E. Mason

M. B. Sherin

JAN 31 1991

GEORGE H. NORTON*
FRANK A. SMALL*
LEE S. PANTELL
CAROL S. BOES
SCOTT H. MILLER
LESLIE J. AIROLA
PAMELA J. ASSELMEIER
LISA M. ROSELI
GEORGE B. RICHARDSON

THOMAS D. REESE*
THOMAS J. CAHILL*
RICHARD H. ROSENTHAL
J. ANTHONY VILLANUEVA
JESSICA F. ARNER
SHERROL L. CASSEDY
DANIEL R. MORRIS
BARTON G. HECHTMAN

DONALD H. READ, TAX COUNSEL
RONALD A. VANDENBERG,* OF COUNSEL

EGERTON D. LAKIN (1886-1968)
ANDREW M. SPEARS (1915-1988)

*A PROFESSIONAL LAW CORPORATION

285 HAMILTON AVENUE • FIFTH FLOOR • PALO ALTO, CA 94301-2588
TELEPHONE (415) 328-7000 • TELECOPIER (415) 329-8925 or 327-2501

LAKIN•SPEARS

Attorneys at Law

January 31, 1991

Ms. Lois Ellen Gold
Assistant Counsel
Unocal Corporation
1201 West 5th Street
P.O. Box 7600
Los Angeles, California 90051

RE: Unocal's request for an Access Agreement from Lincoln Property Company related to Unocal Service Station No. 6277 at 14th and 159th Streets, San Leandro, California

Dear Ms. Gold:

I am in receipt of your January 23, 1991 letter. As I indicated to Ron Bock of Unocal and you in recent telephone conversations, Lincoln is willing to provide access to its property for Unocal to install a monitoring well so long as Lincoln is doing so in such a manner that is prudent and fulfills its obligations to its lenders, investors and tenants. Lincoln's August 27, 1990 letter to Mr. M. B. Sherin of Unocal outlined the basis upon which Lincoln would provide consent. In calls subsequent to that letter I indicated to you and Mr. Bock that Lincoln is willing to discuss any of the points in the August 27 letter that concern Unocal. In fact, you and I did discuss some of your concerns.

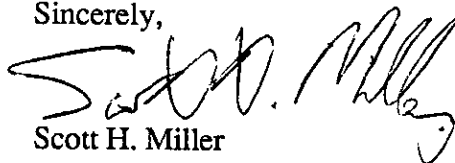
Your January 23 letter implies that Lincoln had a non-negotiable requirement that its consent to access would be given solely on the basis that you have been required to install a well by governmental agencies. Lincoln did not (and does not) assert this as an ironclad requirement to its consent. However, Lincoln needs to know with some reasonable specificity whether there has been a release, the amount of the release, the potential size of the plume, the status of Unocal's investigation, etc. It is difficult for Lincoln to discuss Unocal's request for access in a vacuum and Lincoln has not been provided with any information regarding the release or potential release at the Unocal Station.

Lincoln remains open to discussing Unocal's request for access. I had hoped that in our last telephone conversation I made this point clear. In any event Lincoln does not believe that it assumes full responsibility for any site assessment or remedial activities on its site that are caused by a release from Unocal.

Ms. Lois Ellen Gold
January 31, 1991
Page 2

If Unocal would like to complete discussions regarding its request for access, please feel free to contact me or have Mr. Bock contact Mr. Richard Juarez of Lincoln at (415) 571-2250.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott H. Miller". The signature is written in a cursive style with a large initial "S" and a long horizontal stroke.

Scott H. Miller

SHM/dap
cc: Mr. Richard Juarez

Unocal Corporation
1201 West 5th Street, P.O. Box 7600
Los Angeles, California 90051
Telephone (213) 977-7768

UNOCAL 

LAKIN SPEARS

JAN 28 1991

RECEIVED

Lois Ellen Gold
Assistant Counsel

23 January 1991

Scott Miller

Lakin-Spears

285 Hamilton Avenue, Fifth Floor

Palo Alto, California 94301

RE: Unocal Service Station 6277

14th/159th

San Leandro, California

Dear Mr. Miller:

With reference to our discussion on 11 January 1991 and your letter of 27 August 1990 to Mr. M. B. Sherin, I reviewed the basis upon which your client, Lincoln Property Company, will consent to provide access to its property for Union Oil Company of California, dba Unocal, (Unocal) to install one monitoring well.

We have objections to several of your client's demands. However, these matters appear muted by the specific

provision in your letter of 27 August 1990 that consent will be granted ONLY if testing has been ordered by a State or Local agency.

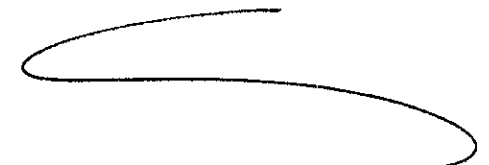
You state "Lincoln's consent's is given to you solely upon the basis that you have been required by either the Alameda County Department of Environmental Health or the California Regional Water Quality Board to install a monitoring well on the property."

I requested verification from our engineers as to whether we had been so ordered. We have not. As a responsible corporate citizen, we try to take a pro active course of action when we can. We try to avoid environmental problems, and if we suspect they may exist, we attempt to define and correct them before they are exasperated. Our consultant has recommended the installation of one monitoring well on your client's property.

Since your client refuses access unless Unocal is under governmental mandate, we understand that Lincoln Property Company thereby assumes full responsibility for any site assessment and remediation activities it deems appropriate.

Very truly yours,

Lars Ellen Gold



LEG

cc: R. E. Bock
R. L. Fonda
J. E. Mason
M. B. Sherin

Unocal Refining & Marketing Division
Unocal Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, California 94583
Telephone (415) 277-2300

RECEIVED
LPC DEVELOPMENT
DEC 18 1990
DEC 18 1990

UNOCAL 

December 14, 1990

Mr. Richard A. Juarez
Lincoln Property Company N.C., Inc.
101 Lincoln Centre Drive
Foster City, California 94404-1167

Northern Division

Unocal Service Station No. 6277
14th/159th, San Leandro, California

Dear Mr. Juarez:

Mr. Mort Sherin has forwarded to me two letters from Lincoln Property Company N.C., Inc. (LPC) dated August 27, 1990 and October 5, 1990 referencing Unocal Service Station No. 6277 in San Leandro, California. Specifically, these letters refer to a proposed access agreement between LPC and Unocal which would allow Unocal to install a monitoring well on adjacent property which is currently leased by LPC.

After careful review of the correspondence from LPC, we have some reservations about the proposed agreement enclosed in your 08/27/90 letter. I have enclosed an access agreement which I believe is supportive of your concerns and consistent with Unocal policy.


In addition, in reference to your October 5, 1990 letter, Unocal does not provide compensation for legal and consulting fees related to the placement of monitoring wells. Unocal will, as specified in paragraph 1 of the proposed access agreement, agree to return the property to its original condition after completion of the work.

Please review and sign the enclosed agreement and return to:

Mr. Ronald Bock
Unocal Corporation
P. O. Box 5155
San Ramon, California 94583

Should you have any questions, please feel free to contact me at (415) 277-2303.

Sincerely,



Ronald E. Bock
Environmental Engineer
Unocal Corporation

cc: L. E. Gold
R. L. Folda
M. B. Sherin

LICENSE AGREEMENT

AGREEMENT made this ____ day of _____, 1990 by and between Lincoln Property Company, Inc. [hereinafter "Licensor"], and Union Oil Company of California dba Unocal, with principal offices at 1201 West Fifth Street, Los Angeles, California, [hereinafter "Licensee"]; Licensor and Licensee shall sometimes hereinafter be referred to as the "Parties".

RECITALS

Licensor is the owner of a certain parcel, or parcels, of real property in the vicinity of Unocal Service Station 6277 and 15803, East 14th Street, San Leandro, California ("Subject Property");

Licensee now desires to enter the Subject Property to install one monitoring well on Licensor's property;

Licensor and Licensee desire to enter into this License Agreement so that the soil and groundwater can be assessed in relation to environmental laws and regulations;

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements hereinafter set forth, and other good and valuable

consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License - Licensor hereby grants to Licensee, its employees, representatives and contractors a non-exclusive license [hereinafter the "License"] to enter upon the Subject Property from time to time to drill test holes on Licensor's property and to collect water samples, if water is encountered. This License shall commence on 1 January, 1991, and shall end on 1 January, 1992, unless the parties agree in writing to extend the term of the License. Prior to the expiration of the License, Licensee shall, at its sole cost and expense, cause any excavations to be returned to the original gradient, and shall remove all equipment placed on the Subject Property, fill and level all ditches, ruts and depressions, if any, caused by the closure of the excavation operations, and remove all debris resulting therefrom.

2. Compliance with Laws - Licensee shall conduct all operations which are the subject of this License in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or provide.

3. Permits - Licensee, at no cost or expense to Licensor, shall be responsible for obtaining any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this License Agreement.

4. Liens and Claims - Licensee will not permit any mechanics', materialmen's, or other similar liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by Licensee under this License Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

5. Cooperation - Licensee agrees to coordinate its activities with Licensor to minimize any impairment of access by customers or business invitees of Licensor to the Subject Property and any inconvenience to or disruption of Licensor's business on the Subject Property.

6. Indemnity - Licensee agrees that it will indemnify and hold Licensor harmless from and against any claims, demands,

actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, property damage, civil penalties or fines proximately caused in whole or in part by the negligent acts or omissions of Licensee or its authorized contractors, employees and agents in conducting its activities under this License Agreement. This Indemnity is expressly conditioned on the following:

(a) In the event Licensor shall identify any matter to which this indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Licensee in writing of such matter addressed to Licensee's Law Department, 1201 West Fifth Street, Los Angeles, California 90017.

(b) Licensor shall cooperate with Licensee by allowing Licensee, its agents, representatives, contractors and consultants, prompt and ready access to the Subject Property for the purpose of investigating any matter to which this Indemnity may apply.

(c) This Indemnity extends only to liability found to have been due to Licensee's comparative fault and

shall not extend to liability for any claim, including future contamination, determined to have been due to acts or omissions of Licensor, its agents, its predecessors, successors or assigns, or any third party.

7. Notices - Any notice provided for herein or otherwise required to be given hereunder shall be given by registered mail or certified United State mail, postage prepaid, addressed to the other as set forth in the first paragraph of this License Agreement, except for the notice required to be given to Licensee as set forth in paragraph 7(a) hereof. The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

8. Assignment, Successors and Assigns - This Agreement may not be assigned by either party without the prior written consent of the other, but otherwise shall be binding upon and inure to the benefit of the Parties' respective representatives, successors and assigns.

9. Entire Agreement - This License Agreement represents the full, complete and entire agreement between the parties with

respect to the subject matter hereof, and the rights and remedies of the Parties shall be solely and exclusively those herein contained, and in lieu of any remedies otherwise available at law or in equity.

10. Governing Law - This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the State of California without reference to any choice of law rules or policies which may refer the resolution of any dispute arising hereunder to the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this License Agreement by their duly authorized representatives on the date first above written.

LICENSOR
Lincoln Property Company, Inc.

By: _____
Title: _____

Date: _____

LICENSEE
Union Oil Company of California dba Unocal

By: _____
Title: _____

Date: _____

LINCOLN PROPERTY COMPANY N.C., INC.



October 5, 1990

Mr. M. B. Sherin
Real Estate Representative
Unocal Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, CA 94583

Reference: Unocal Service Station No. 6277
14th/159th, San Leandro, CA

Dear Mr. Sherin:

In accordance with paragraph four of our letter dated August 27, 1990, we are submitting herewith, a copy of the original invoice from Lakin-Spears, Attorneys at Law, for services rendered in connection with your request to install one monitoring well on the property mentioned in our letter.

Per this letter/agreement dated August 27, 1990, we will require that you reimburse Lincoln Property Company, N.C., Inc. for the full amount of the Lakin-Spear invoice prior to proceeding with your well installation.

Your prompt attention to this matter is appreciated.

Very truly yours,

LINCOLN PROPERTY COMPANY N.C., INC.


Richard A. Juarez

/sc
Enclosure

LAKIN · SPEARS

ATTORNEYS AT LAW

285 HAMILTON AVENUE, 5TH FLOOR

P O BOX 240

PALO ALTO, CALIFORNIA 94301

(415) 328-7000

TAX ID NO 94-2899755

FAX (415) 329-6925

September 1, 1990

LINCOLN PROPERTY COMPANY
101 LINCOLN CENTRE DRIVE
FOSTER CITY, CA

Acct. No: LPCSL-LHENV
Inv.: 0004043
S. MILLER

94404

Attn: DEAN HENRY

Rich

RE: SAN LEANDRO/LINCOLN HAMLET ASSOCIATES LTD. - ENVIRONMENTAL

Previous Balance: .00

Fees For Professional Services
Rendered Through 8/31/90: 371.50

Disbursements Made To Your Account
Through 8/31/90: 22.29

Total Fees and Disbursements
This Invoice: 393.79

Balance Due: 393.79

*OK
Rly*

If you have any questions concerning this invoice,
please contact our accounting department.

***** BALANCES DUE BY BILLING DATES *****					
*	*	*	*	*	*
Current	Over 30 DAYS	Over 60 DAYS	Over 90 DAYS	TOTAL DUE	*
393.79	.00	.00	.00	393.79	*
*	*	*	*	*	*
*	*	*	*	*	*

LINCOLN PROPERTY COMPANY



August 27, 1990

Mr. M.B. Sherin
Real Estate Representative
Unocal Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, California 94583

RE: Unocal Service Station No. 6277 - 14th/159th, San Leandro California

Dear Mr. Sherin:

Lincoln Property Company has received your August 15, 1990 letter regarding the referenced Unocal Service Station which is adjacent to property in which Lincoln has a ground leasehold interest and a residential apartment complex. In that letter you requested Lincoln's consent, as groundlessee, for the installation of one monitoring well on the property for a period of one year. We understand that the well is to be used for quarterly monitoring only. Lincoln is prepared to consent to the installation of the monitoring well based upon the following terms and conditions. If these terms and conditions, taken together with those set forth in your August 15, 1990, meet with your approval, please acknowledge this in the space provided below and forward one original to the undersigned.

Lincoln's consent is given to you solely upon the basis that you have been required by either the Alameda County Department of Environmental Health or the California Regional Water Quality Board to install a monitoring well on the property. This well shall be installed to no deeper than the first aquifer (approximately 10 to 15 feet as indicated by your well completion diagram). You will be allowed to take water samples from the well on a quarterly basis and test only for the following constituents: Total Petroleum Hydrocarbons, benzene, toluene, ethylbenzene, xylene and organic lead. At all times when the well is not being tested it shall be locked. The well shall be installed in such a manner that it is flush with the ground surface and covered with a christy box or similar apparatus. Lincoln shall have the right to approve exact location of the monitoring well and shall be given at least 72 hours written notice of the date of installation. The notice should be directed to Mr. Michael Doelger and Mr. Robert Tarasov at the address on this letterhead.

Prior to installing the well Unocal shall deliver to Lincoln, at no cost to Lincoln, copies of all reports prepared by or on behalf of Unocal with respect to the release of contaminants at Unocal Service Station No. 6277 which release has occasioned the need for this investigation. Unocal shall also provide Lincoln with copies of all reports generated by Unocal subsequent to the installation of the monitoring well with respect to this release on a timely basis at no cost to Lincoln.

Unocal shall reimburse Lincoln for Lincoln's legal and consulting fees related to this request for consent and any subsequent monitoring or review up to an amount of \$1,000.

Prior to commencing the monitoring well installation, Unocal shall provide Lincoln with a certificate of liability insurance with respect to Unocal's work on the property in an amount not less than One Million Dollars (\$1,000,000), combined single limit. The certificate of insurance shall name Lincoln Property Company N.C., Inc., a Texas corporation, and Lincoln Hamlet Associates Limited as additional insureds.

Unocal agrees to indemnify, defend and hold Lincoln Property Company N.C., Inc. and Lincoln Hamlet Associates Limited harmless from any and all liens, damages and injuries related to the installation of the monitoring well, subsequent monitoring and removal of the monitoring well and restoration of the area in which the monitoring well was located.

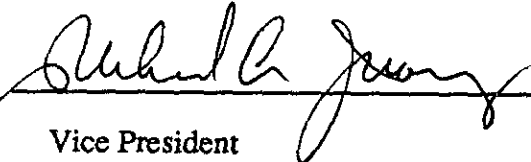
The well shall be installed within 45 days of the date of this letter and shall be removed by Unocal within one year from the date of installation. Upon removal of the monitoring well, the monitoring well location shall be backfilled and abandoned in compliance with all applicable laws and Unocal shall restore the area in which the well was located to its condition prior to the installation of the well.

Unocal agrees to clean up or otherwise remediate, in compliance with all applicable laws, any of the hazardous or toxic wastes, materials or substances (including but not limited to petroleum products) detected by Unocal in its sampling from the monitoring well. I am forwarding your August 15, 1990 letter to the Coelhos for their signature, though Lincoln's consent is based upon the terms in this letter.

If you have any questions regarding the aforementioned, please contact me. Otherwise if you wish to proceed, please acknowledge and date this letter in the space indicated below.

Very truly yours,

LINCOLN PROPERTY COMPANY N.C., INC.,
as Manager and Agent for
LINCOLN HAMLET ASSOCIATES LIMITED

By: 
Its: Vice President

Acknowledged and Agreed to:

Date: _____, 1990

UNOCAL CORPORATION

By: _____

Its: _____

cc: Matthew and Ellamae Coelho

UNOCAL

August 15, 1990

Northern Division

Mr. Dean Henry
Lincoln Property Company
101 Lincoln Center Drive, 5th Fl.
Foster City, California 94404

Unocal Service Station No. 6277
14th/159th
San Leandro, California

Dear Henry:

As you have been notified by separate letter, Unocal is currently doing on-site investigation and analysis regarding the contamination found at subject location.

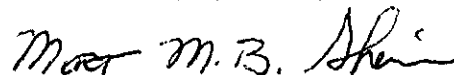
Our environmental consultant has advised us that they need to drill an additional monitoring well on your leasehold property immediately adjacent to the service station as shown on the enclosed sketch. This well would be monitored on a quarterly basis for a one year period at which time it would be back filled and abandoned.

Unocal agrees to hold you and your tenant harmless from any claims or damages caused as a result of our actions.

If you agree to Unocal having a monitoring well drilled on this property, please acknowledge in the space provided below and forward the original to Mr. and Mrs. Coelho for their signatures.

Should you have any questions, please do not hesitate to call me at (415) 277-2362.

Very truly yours,



M. B. Sherin
Real Estate Representative

Mr. Dean Henry
Page Two
August 15, 1990

Acknowledged this _____
day of August, 1990

Lincoln Property Co. Matthew Coelho
Lessee Lessor

Ellamae Coelho
Lessor

MBS/bsb
Enclosures

cc: Matthew and Ellamae Coelho
18616 Hwy 33
Dos Palos, California 93620-9620



KAPREALIAN ENGINEERING, INC.
Consulting Engineers

P.O. BOX 996 • BENICIA, CA 94510
(707) 746-6915 • (707) 746-6916 • FAX: (707) 746-5581

February 2, 1990

Unocal Corporation
2175 N. California Blvd., #650
Walnut Creek, California 94596

Attn: Mr. Tim Ross

RE: Off-Site Permission for
AP# 80C-500-6 Site Adjacent to
Unocal Service Station #6277
15803 East 14th Street
San Leandro, California

Dear Mr. Ross:

Per your request, enclosed please find a sketch of the above referenced site showing the location of the proposed off-site monitoring well MWS, and a well schematic showing the construction of a monitoring well. The off-site property owner appears to be Mr. Coelho Matthew, the ~~owner~~ owner of the Unocal Service Station.

Should you require further information, please do not hesitate to call me at (707) 746-6915.

Sincerely,

Kaprealian Engineering, Inc.

Christina L. Lecce

c11\TRSL

Enc.

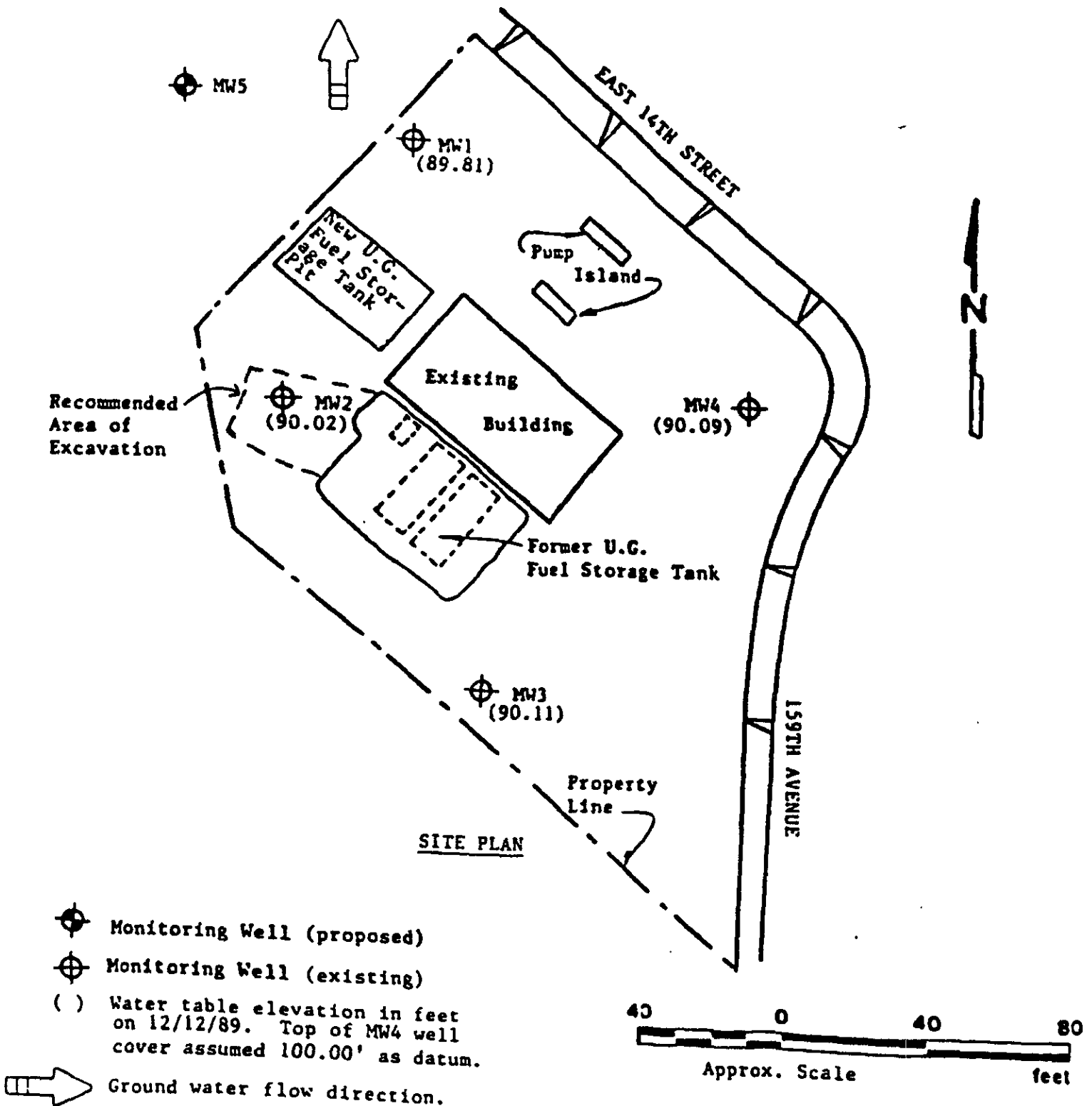
WILSON
APR 10 1990



KAPREALIAN ENGINEERING, INC.

Consulting Engineers

PO BOX 996 • BENICIA, CA 94510
(707) 746-6915 • (707) 746-6916 • FAX: (707) 746-5581

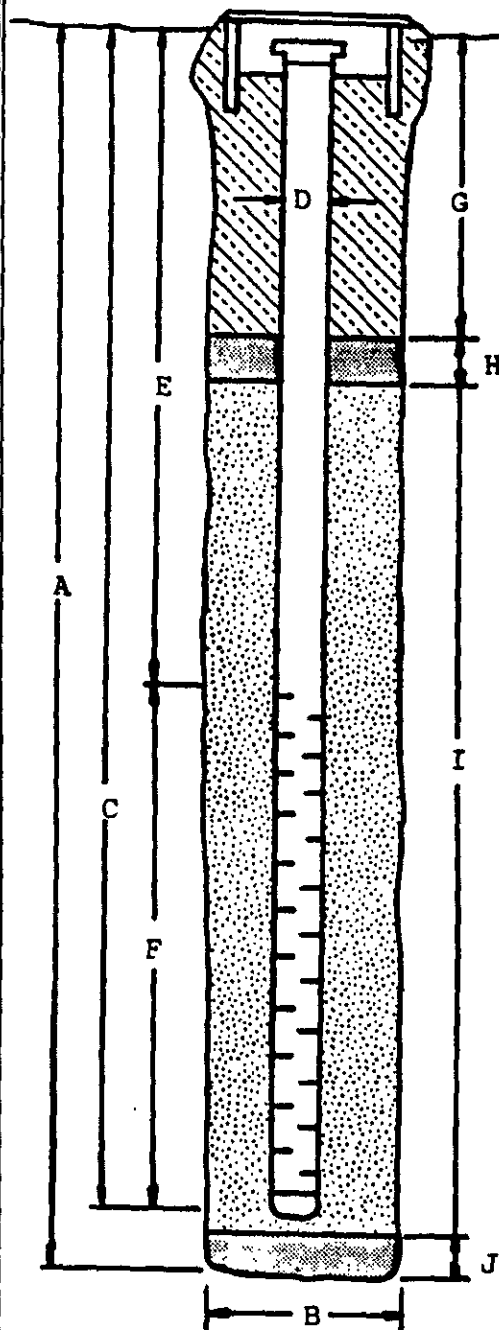


Unocal Service Station #6277
15803 East 14th Street
San Leandro, CA 94606

WELL COMPLETION DIAGRAM
(SCHEMATIC)

Flush-mounted Well Cover

WELL DETAILS*



1. Well will be terminated 10 to 15 feet into first ground water unless a five foot thick aquitard is encountered below the water table, in which case the aquitard will be backfilled with bentonite pellets and the well terminated at the top of this aquitard [A].
2. Boring diameter [B] is 9 inches for 2 inch wells and 12 inches for 4 inch wells.
3. Perforated interval [F] will extend from bottom of casing to five feet above first ground water table (unless water <5 feet deep).
4. Schedule 40, PVC casing, 2 inch in diameter [D], will be used [C]. Screen is 0.020 or 0.010 inch factory machined slots, depending on filter pack grain size.
5. Filter pack will be placed from bottom of casing to two feet above perforated interval [I]. (Bottom seal [J] is not installed unless required.) Two feet of bentonite [H] will be placed above the filter pack. Concrete grout [G] will be placed from top of bentonite seal to the surface (unless modified due to shallow water). Blank casing [E] will extend from the top of the perforated casing to the top of the hole.
6. The well will be installed with a waterproof cap, padlock and a flush-mounted well cover.

* See text for additional information.

Unocal Refining & Marketing Division
Unocal Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, California 94583
Telephone (415) 277-2300

UNOCAL 

August 15, 1990

Northern Division

Mr. Dean Henry
Lincoln Property Company
101 Lincoln Center Drive, 5th Fl.
Foster City, California 94404

Unocal Service Station No. 6277
14th/159th
San Leandro, California

Dear Henry:

As you have been notified by separate letter, Unocal is currently doing on-site investigation and analysis regarding the contamination found at subject location.

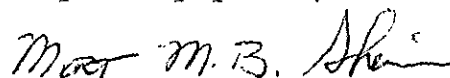
Our environmental consultant has advised us that they need to drill an additional monitoring well on your leasehold property immediately adjacent to the service station as shown on the enclosed sketch. This well would be monitored on a quarterly basis for a one year period at which time it would be back filled and abandoned.

Unocal agrees to hold you and your tenant harmless from any claims or damages caused as a result of our actions.

If you agree to Unocal having a monitoring well drilled on this property, please acknowledge in the space provided below and forward the original to Mr. and Mrs. Coelho for their signatures.

Should you have any questions, please do not hesitate to call me at (415) 277-2362.

Very truly yours,



M. B. Sherin
Real Estate Representative

Mr. Dean Henry
Page Two
August 15, 1990

~~and~~ Subject to the
conditions of Lincoln
Property Company's letter
of August, 1990

v Coelho

Ellamae Coelho
Lessor

.ho

DOS PALOS, California 93620-9620



KAPREALIAN ENGINEERING, INC.
Consulting Engineers

P.O. BOX 996 • BENICIA, CA 94510
(707) 746-6915 • (707) 746-6916 • FAX: (707) 746-5581

February 2, 1990

Unocal Corporation
2175 N. California Blvd., #650
Walnut Creek, California 94596

Attn: Mr. Tim Ross

RE: Off-Site Permission for
AP# 80C-500-6 Site Adjacent to
Unocal Service Station #6277
15803 East 14th Street
San Leandro, California

Dear Mr. Ross:

Per your request, enclosed please find a sketch of the above referenced site showing the location of the proposed off-site monitoring well MW5, and a well schematic showing the construction of a monitoring well. The off-site property owner appears to be Mr. Coelho Matthew, the ~~owner~~ owner of the Unocal Service Station.

Should you require further information, please do not hesitate to call me at (707) 746-6915.

Sincerely,

Kaprealian Engineering, Inc.

Christina L. Lecce

c11\TRSL

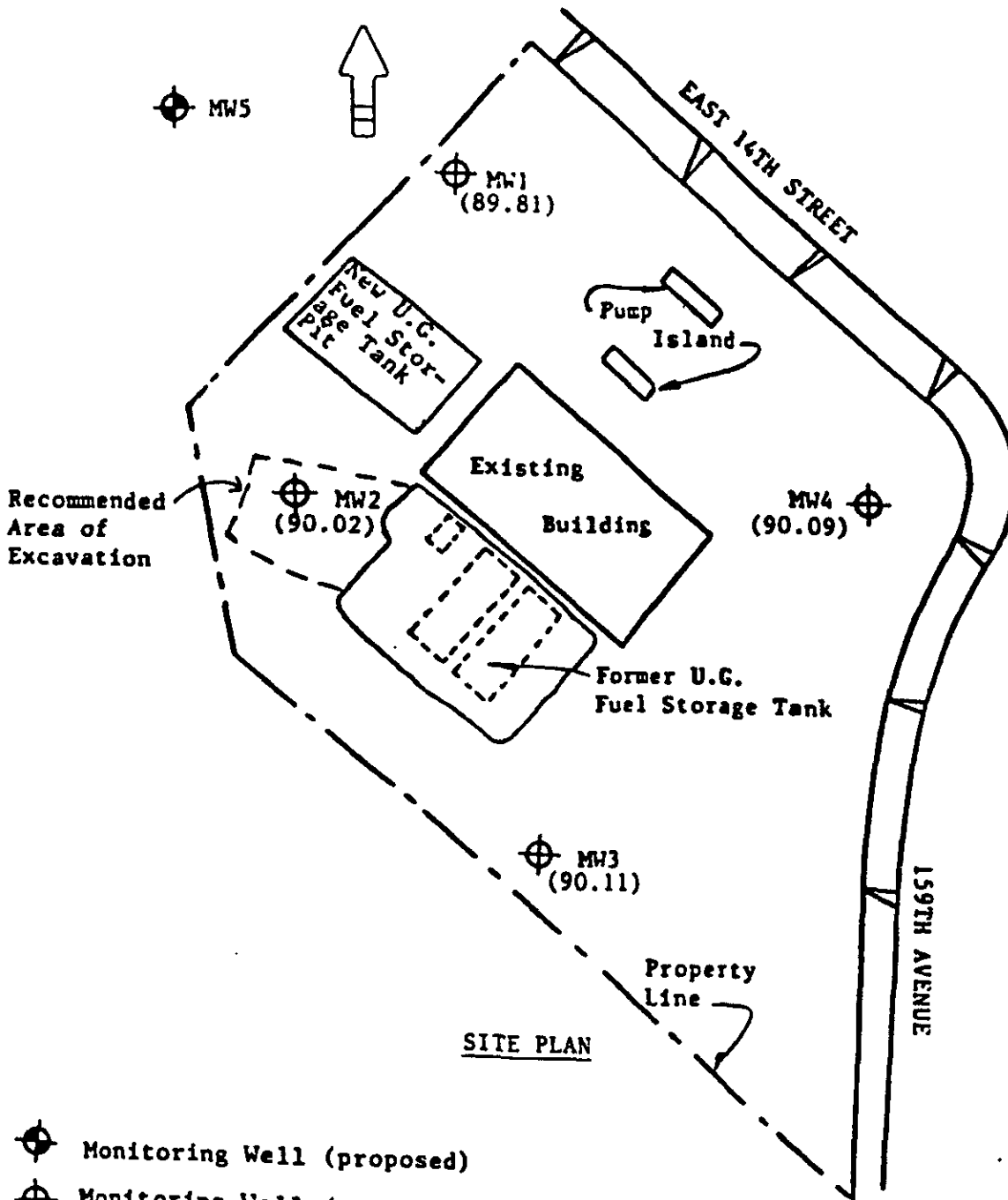
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

- WILSON

APR 10 1990



KAPREALIAN ENGINEERING, INC.
Consulting Engineers
PO BOX 996 • BENICIA, CA 94510
(707) 746-6915 • (707) 746-6916 • FAX: (707) 746-5581



-  Monitoring Well (proposed)
-  Monitoring Well (existing)
-  () Water table elevation in feet on 12/12/89. Top of MW4 well cover assumed 100.00' as datum.
-  Ground water flow direction.

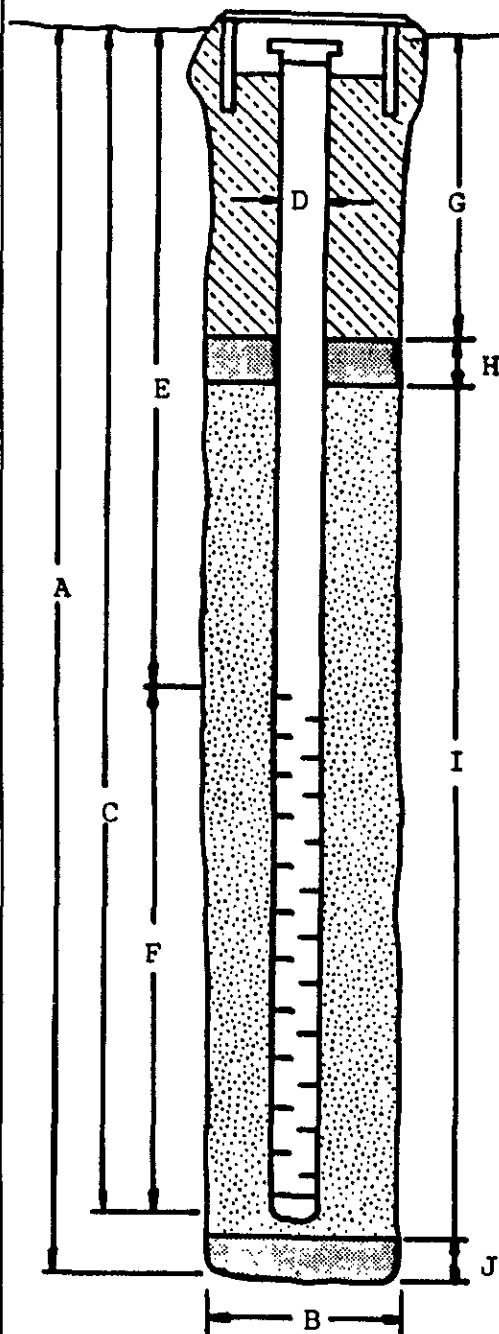


Unocal Service Station #6277
15803 East 14th Street
San Francisco, CA 94603

**WELL COMPLETION DIAGRAM
(SCHEMATIC)**

Flush-mounted Well Cover

WELL DETAILS*



1. Well will be terminated 10 to 15 feet into first ground water unless a five foot thick aquitard is encountered below the water table, in which case the aquitard will be backfilled with bentonite pellets and the well terminated at the top of this aquitard [A].
2. Boring diameter [B] is 9 inches for 2 inch wells and 12 inches for 4 inch wells.
3. Perforated interval [F] will extend from bottom of casing to five feet above first ground water table (unless water <5 feet deep).
4. Schedule 40, PVC casing, 2 inch in diameter [D], will be used [C]. Screen is 0.020 or 0.010 inch factory machined slots, depending on filter pack grain size.
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