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**WZI INC.**REFER TO FILE  
Schropp**GARRISON LAW CORPORATION**  
ATTORNEYS AND COUNSELORS AT LAW

June 23, 1995

Via facsimile 714/520-3737  
and first class mailGerry F. Tintle  
Senior Land Agent  
Shell Oil Company  
P.O. Box 4848  
511 N. Brookhurst St.  
Anaheim, CA 92801-5288Re: Alameda County, California  
Valley Pipeline System, R/W 2A-323  
Agricultural Industries, Inc. - Schropp Farms

Dear Mr. Tintle:

Thank you for your recent correspondence and the attached Site Access Agreement and PiCES' Work Summary. My client and I have had an opportunity to review Shell's proposed terms and conditions and offer the following comments.

As you are aware, the Access Agreement prepared by Shell Legal was a considerable departure from our proffered Agreement. Because of the great disparity in the two versions, I deemed it inappropriate to attempt to edit Shell's Agreement or to incorporate Shell's changes into the original document. As an alternative, I am taking a more expeditious approach, as detailed below.

The following provisions are integral to any Access Agreement between Schropp Farms and Shell Oil Company:

1. Indemnification from Shell;
2. Indemnification from Shell to Schropp's heirs, successors and/or assignors;
3. No waiver of Schropp's rights against Shell;
4. No arbitration;
5. The laws of California will apply;

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6. A fixed term of the Agreement whereby within a determinate period of time we shall either renew, modify or cancel the Agreement; and
7. A standard by which a remediation method will be selected. Schropp Farms wants to ensure that any potential redevelopment is not thwarted by an unreasonably slow remediation process.

Please forward these requirements to your legal department so that they may be incorporated into the Access Agreement. I would be pleased to draft the final document, if that is preferable to Shell.

Should you have any questions or require further clarification on any matters associated with this file, please contact my office.

Thank you for your continued cooperation and professional courtesy.

Sincerely yours,

Garrison Law Corporation



G. S. Garrison, R.E.A. & C.E.I.  
Attorney at Law

cc: Dick Jones, Agriculture Industries  
Steve Muir, WZI

# CHAIN OF CUSTODY RECORD



**Sherwood  
Labs**  
CORPORATION

8071 N. Lander Avenue  
P.O. Box 937  
Hilmar, California 95324  
(209) 667-5258  
FAX (209) 667-2581

Bill To: \_\_\_\_\_

Attention: S. MUIR Phone: \_\_\_\_\_ Page 1 of 1

Job Number: 0137.0016 Project Name: SCHROPP RANCH

Samplers: (Signature) \_\_\_\_\_

SAMPLE NUMBER	DATE	TYPE	SAMPLE TYPE	SAMPLE INFORMATION	NO. OF CNTRS	REMARKS														
						<div style="border: 1px solid black; padding: 5px; transform: rotate(-45deg); display: inline-block;"> <del>8015</del>  <del>8020</del>                      8015 (C) GAS                      8020                 </div>														
MW1	6/2/95	Water	VOA	30 MI. VOA ON ICE	1	X	X													
MW2						X	X													
MW3						X	X													
MW4						X	X													
MW5						X	X													
SCHOOL WELL						X	X													
				NOTHING FOLLOWS																

Relinquished By: (Signature) <u>Keeper G. Muir</u>	Date/Time <u>6/2/95 1525</u>	Received By: (Signature) <u>John V. State Jr.</u>	Date/Time <u>6/2/95 1524</u>	Ship Via:
Relinquished By: (Signature)	Date/Time	Received By: (Signature)	Date/Time	TURNAROUND TIME: <input type="checkbox"/> 24-HR <input checked="" type="checkbox"/> 5-Day <input type="checkbox"/> 10-Day
Relinquished By: (Signature)	Date/Time	Received By: (Signature)	Date/Time	