

July 12, 2005

Hasmukh and Bhisma Patel
2321 International Boulevard
Oakland, California 94606

Alameda County
JUL 15 2005
Environmental Health

Re: **Access Agreement**
Property Located at 2317 International Boulevard
Oakland, California

Dear Mr. and Mrs. Patel:



On behalf of Aaron and Stanley Wong, Cambria Environmental Technology, Inc. (Cambria) is performing an environmental investigation for the property located at 2345 International Boulevard, Oakland, California. This investigation is being directed by the Alameda County Health Care Services Agency (ACHCSA). The purpose of this letter is to obtain an access agreement to install and monitor a groundwater monitoring well at your property referenced above.

As shown on the attached figure, a groundwater monitoring well will be installed in the driveway on your property. The proposed well will be installed by a licensed drilling contractor. The installation of the well will be completed in approximately 3-4 hours. Cambria will make every effort to minimize inconveniencing property owners and/or tenants. The installation of the well will minimally disturb the property. (One approximately 14-inch diameter area will be affected.) A traffic-rated well box will be installed flush with the existing grade for access at the well location. Groundwater samples from the well will be obtained on a frequency of every 3 months for a period of approximately 1 to 5 years. When no longer needed, the well will be properly abandoned according to the standards set forth by the appropriate agency, and the surface will be properly repaired to match the surrounding grade.

Two copies of our standard access agreement are included in Attachment A. Please review, sign, and return both copies to Cambria. We will return one copy which has been executed by Aaron and Stanley Wong to you. Cambria and Aaron and Stanley Wong sincerely appreciate your consideration of this licensing agreement.

**Cambria
Environmental
Technology, Inc.**

5900 Hollis Street
Suite A
Emeryville, CA 94608
Tel (510) 420-0700
Fax (510) 420-9170

C A M B R I A

If you should have any questions or comments, please call me at (510) 420-3314.

Sincerely,
Cambria Environmental Technology, Inc.



Matthew A. Meyers
Project Geologist



Figure: Proposed Remediation Well Location Map

Attachment: A – Access Agreement (2 copies)

cc: Mr. Jerry Wickham, Alameda County Health Care Services Agency, 1131 Harbor Bay Parkway, Suite 250,
Alameda, California 94502-6577
Mr. Stanley Wong, 2200 E. 12th Street, Oakland, California, 94606

Alameda County
Environmental Health
JUL 15 2005

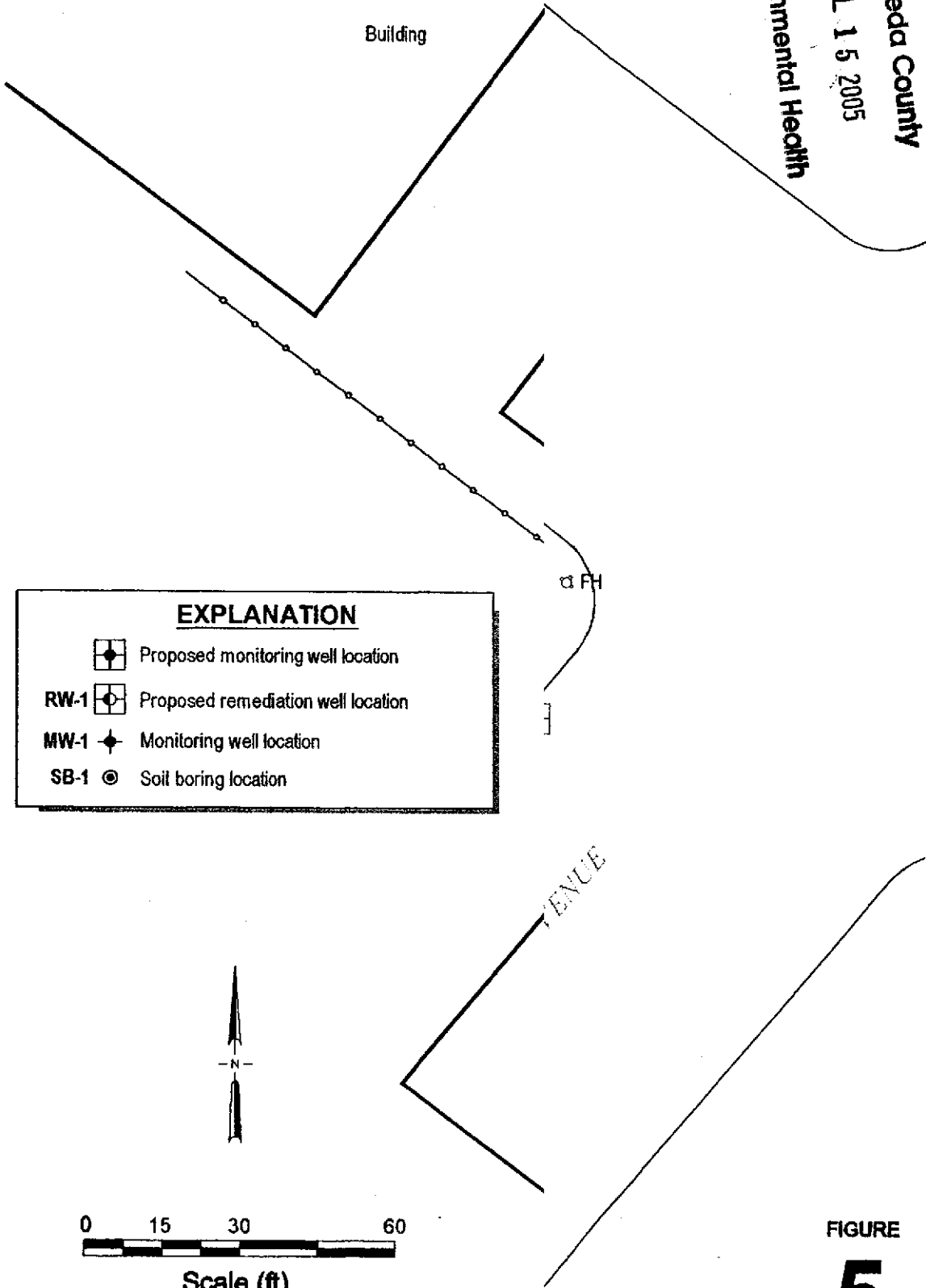
Proposed Remediation Well Location Map



C A M B R I A

Credit World Auto Sales

2345 International Boulevard
Oakland, California



FIGURE

5

ATTACHMENT A
Access Agreement

SITE ACCESS AGREEMENT

This Site Access Agreement is entered into this ____ day of ____ 2005, by and between **Aaron Wong and Stanley Wong** (hereinafter "Wongs") and **Hasmukh and Bhisma Patel** (hereinafter "Owner").

WHEREAS, Owner holds record title to a certain real property at 2317 International Boulevard, Oakland situated in Alameda County, State of California, hereinafter (the "Property"); and

WHEREAS, a former lessee to the Wongs, operated a fueling facility at 2345 International Boulevard, Oakland, California near to the Property; and

WHEREAS, the Wongs are investigating the potential for petroleum hydrocarbon-affected groundwater on the real property in the vicinity of the Property; and

WHEREAS, the Alameda County Health Care Services Agency (hereinafter "Agency") has requested that the Wongs continue its investigation activities which will include the installation of one groundwater monitoring well and associated activities on the Property; and

WHEREAS, the Agency has requested the Wongs perform additional evaluation of the residual petroleum hydrocarbon contamination at and in the vicinity of the Property; the additional evaluation may include the installation of additional groundwater monitoring or remediation wells.

NOW THEREFORE, in consideration of the material promises contained herein, the parties agree as follows:

1. As part of its assessment of environmental conditions present on the Property, the Wongs desire access to the Property to perform assessment activities to define the extent, if any, of petroleum hydrocarbon contamination present on the Property. Owner grants the Wongs reasonable access to the Property for the purpose of performing an environmental site assessment of surface and sub-surface conditions. Said assessment may include soil and groundwater delineation and sampling activities and the installation of monitoring wells if such installation is deemed by the Wongs to be prudent practice. In the event that the Wongs desire to install monitoring wells, it shall first secure Owner's approval of the location of said wells, which approval shall not be unreasonably withheld.
2. The Wongs shall give Owner such reasonable advance notice of its intention to perform its assessment activities as will permit Owner to have its representative and/or consultant present during the performance of such.

Notice shall not be less than forty-eight (48) hours in advance of field activities and may be made via telephone. Owner shall be entitled to take split samples at its sole cost and expense if it so desires.

3. The Wongs agree to provide Owner with copies of all data, analyses, and final reports which are prepared relating to the investigation performed on the Property, if requested in writing by Owner.
4. The Wongs agree to indemnify, defend, and hold Owner harmless from any third party liabilities, claims, damage, losses, or suits resulting from the performance of its assessment activities on the Property pursuant to this Agreement.
5. In lieu of insurance coverage, the Wongs shall require that its contractors and consultants, who may perform the investigation activities on the Property pursuant to this Agreement, maintain general liability insurance coverage.
6. The Wongs shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with the assessment performed on the Property pursuant to this Agreement, and shall indemnify and save Owner harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
7. The Wongs' right of access to the Property to perform the assessment shall terminate upon the removal from the Property of all assessment equipment and the removal and proper abandonment of any and all monitoring wells placed on the Property by the Wongs, or upon notice by Owner terminating the Agreement, which notice shall be effective sixty (60) days from the date of receipt of said notice by the Wongs. Relocation and abandonment of monitoring wells is subject to prior approval by the applicable regulatory agency with jurisdiction over the wells.
8. The Wongs and Owner shall be responsible for ensuring that their respective contact information for notice of field access or other notifications described herein are current. Contact information is as follows:

The Wongs:

Contact:	Aaron and Stanley Wong
Mailing Address:	2200 E 12 th Street Oakland, California 94606
Telephone:	(510) 535-1672

Owner:

Contact: Hasmukh and Bhisma Patel
Mailing Address: 2321 International Boulevard
Oakland, California 94606
Telephone: (510) 739-1656

Best Time To Call: _____

Tenant:

Contact: _____
Mailing Address: _____ International Boulevard
Oakland, California 94606

Telephone: _____

Best Time To Call: _____

9. Nothing contained in this Agreement shall be construed in any manner or fashion to be an admission by the Wongs of any responsibility or liability for contamination of any type or description that may be present on the Property.

Dated: , 2005

Aaron and Stanley Wong

By: _____

Title: _____

Dated: , 2005

Hasmukh and Bhisma Patel

By: _____

Title: _____

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WHEREAS, a former lessee to the Wongs, operated a fueling facility at 2345 International Boulevard, Oakland, California near to the Property; and

WHEREAS, the Wongs are investigating the potential for petroleum hydrocarbon-affected groundwater on the real property in the vicinity of the Property; and

WHEREAS, the Alameda County Health Care Services Agency (hereinafter "Agency") has requested that the Wongs continue its investigation activities which will include the installation of one groundwater monitoring well and associated activities on the Property; and

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3. The Wongs agree to provide Owner with copies of all data, analyses, and final reports which are prepared relating to the investigation performed on the Property, if requested in writing by Owner.
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Telephone:	(510) 535-1672

Owner:

Contact: Hasmukh and Bhisma Patel
Mailing Address: 2321 International Boulevard
Oakland, California 94606
Telephone: (510) 739-1656

Best Time To Call: _____

Tenant:

Contact: _____
Mailing Address: _____ International Boulevard
Oakland, California 94606

Telephone: _____

Best Time To Call: _____

9. Nothing contained in this Agreement shall be construed in any manner or fashion to be an admission by the Wongs of any responsibility or liability for contamination of any type or description that may be present on the Property.

Dated: _____, 2005 **Aaron and Stanley Wong**

By: _____

Title: _____

Dated: _____, 2005 **Hasmukh and Bhisma Patel**

By: _____

Title: _____