

## **Wickham, Jerry, Env. Health**

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**From:** Elsie Matsuno [em@brown-sullivan.com]  
**Sent:** Friday, February 21, 2014 5:04 PM  
**To:** Wickham, Jerry, Env. Health  
**Cc:** 'Amanda Chui'; 'Andy Chui'  
**Subject:** Access Agreement for Fuel Leak Case No. RO0000382 and Geotracker Global ID T0600100980, Bill Chun Service Station, 2301 Santa Clara Avenue, Alameda, CA

Dear Mr. Wickham:

This email confirms a portion of our telephone conversation of yesterday regarding the access agreement and partially responds to your letter of February 11, 2014 which I did not receive by email.

Unfortunately, you have been misinformed by Ms. Fong and/or misinterpreted my January 16, 2014 email.

Our client always has been willing to enter into a reasonable access agreement. The access agreement never was conditioned on further investigation of our client's property. Our client merely requested a more comprehensive access agreement than the one provided by Ninyo & Moore. Ms. Fong has failed to discuss the access agreement with us and has precluded her consultant from discussing the agreement with us. Now, apparently, she has retained an attorney so hopefully we can finalize an access agreement.

Lastly, Water Code Section 13267 does not apply based on your approval to eliminate the proposed extraction well on our client's property since ACEH is not requiring remediation of our client's property based on ACEH's analysis of the environmental conditions.

**MICHAEL S. BROWN**

MSB/em

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