

SABEK, INCORPORATED

PETROLEUM MARKETING

1045 Airport Boulevard
South San Francisco, CA 94080
(415) 588-3088

94 JAN 11 11 PM 12:33
ALCOAT
HAZMAT

January 12, 1994

Ms. Jennifer Eberle
Hazardous Materials Specialist
Alameda County
Health Care Services Agency
80 Swam Way, Suite 200
Oakland, CA 94621

Re. : Site located at 1230- 14th St., Oakland, CA

Dear Ms. Eberle:

Per Mr. Gil Jensen's request in our meeting December 15, 1993, here is a summary report on the above referenced site. This report is prepared based on the facts and available information to help your office for a thorough review and determination of the responsible party for the site contamination cleanup.

BACKGROUND

we completed our review of the available files and records in the following list:

CITY OF OAKLAND-BUILDING DEPARTMENT

1. Old Permit Records
2. Aerial Photography
3. Sanborn Insurance Company Maps

CITY OF OAKLAND-FIRE PREVENTION DEPARTMENT

- Underground Tank Installation and Repair Permits

Our understanding and findings are summarized as follow:

- * Five (5) structures (three dwellings and two garages) were demolished on this site to make room for a Shell Service Station to be built .
(SANBORN MAPS)

- * A permit to build a service station was granted to Shell Oil Company on July 30, 1958.
(ATTACHMENT 1)
- * Shell Oil Company operated a service station including retail motor fuel sales for the next twenty five years.
(ATTACHMENT 2)
- * Property was sold to Mr. Richard Jameson in November 1, 1983.
(ATTACHMENT 3)
- * Mr. Richard Jameson sold the property to Mr. Andy Saberi (current owner) in March 31, 1984.
(ATTACHMENT 4)
- * Mr. Andy Saberi leased the property to Mr. Som D. Gupta as an automotive fueling station from August 19, 1985 to August 18, 1990.
(ATTACHMENT 5)

A chain of owner/operators for this site shows:

Shell Oil Company Owner/Operator December 23, 1958 to November 1, 1983
(Owned and Operated for 25 years)

Mr. Richard Jameson Owner/Operator November 1, 1983 to March 31, 1984*
(Owned and Operated for 3 days)

~~Mr. Andy Saberi~~ * ~~Owner/Operator~~ ~~March 31, 1984 to August 19, 1985~~ *
(Owned and Operated for one year and five months)

~~Mr. Som D. Gupta~~ Operator ~~August 19, 1985 to August 18, 1990~~ *
(Operated for 5 years)

~~Mr. Som D. Gupta~~ August 18, 1990 to Present
(Site is still owned by Mr. Saberi but has not been operated since August 18, 1990)

Upon removal of ⁵four underground tanks on August 24, 1993, and subsequent sampling, it was confirmed that soil has been impacted by unauthorized release of petroleum products. A copy of the analytical results for soil samples, collected after tank removal procedure, is included in ATTACHMENT 6 for your review.

* Mr. Jameson confirmed that the property sales was a "Double Escrow", and he only operated the site for a few days prior to Mr. Saberi's ownership.

Available tank testing results are documented in ATTACHMENT 7.

SUMMARY

(none from AlCo) no tank leaks noted.

It is clear that Shell Oil Company has operated this site for 25 years prior to relatively short occupancies by others. Additionally, this facility was operated as a gasoline retail service by Mr. Gupta for five years. The lease agreement between Mr. Saberi (Landlord) and Mr. Gupta (Tenant) explicitly states that " ...Tenant, at Tenant's expense, shall maintain and comply with all ordinances, rules and regulations pertaining to gasoline storage tanks....", and that "Landlord shall have no responsibility for the gasoline tanks."

We have no evidence that any unauthorized release or leak occurred during Mr. Saberi's ownership and operation. Unfortunately we have not been provided with any documentation as to the practices and possible repairs on this site during long occupancy and operation by Shell Oil Company; however, we have several documents which indicate Mr. Gupta has been cited for violation of regulations by Bay Area Air Quality Management District (BAAQMD). Moreover, there are documents such as an invoice offering that repair has been performed on the tanks and/or the accessories during Mr. Gupta's operation. Finally, the letters from Sabek Inc. as the petroleum distributor to Mr. Gupta over the years reflect bad housekeeping practices and negligence at the facility during his operation.


CONCLUSION

Based on the site history, tank removal report, and soil chemical analyses review, it appears that the existing contamination at this site is the result of a system failure such as pipe, and/or many years of overspill and bad housekeeping practices. There is no evidence that any spill or repair occurred during Mr. Saberi's operation; therefore, it is highly unlikely that such a short period of operation could have created a problem of this magnitude. However, Shell Oil Company with 25 years of services with no disclosure of any potential problem in that period and Mr. Gupta with 5 years of operation with records of multiple violations of regulations and negligence are the most likely responsible parties.

We value the opportunity that we have been given to provide you with this summary report. Naturally, we hope after you completed your review it will be clear that in the course of 32 years of handling petroleum products at this site Mr. Saberi's operation lasted only one year and four months with an excellent maintenance record. This time period constitutes approximately 4% of the total site's operational lifetime. Additionally, we hope the information provided to you will bring more insight into the past practices of all operators, so you can reach an accurate and fair decision on the responsible party.

Your attention and consideration in this matter is greatly appreciated.

Sincerely,



Marc Zomorodi

Environmental & Operational Coordinator

Enclosures

cc: Mr. Gil Jensen, Alameda County District Attorney, 7677 Oakport St., Suite 400,
Oakland, CA 94621
Law Offices of William H. Paynter, 809 Broadway, Suite 6, Sonoma, CA 95476

ATTACHMENTS

1. APPROVED APPLICATION (PERMIT) TO ERECT A NEW BUILDING
(Granted to Shell Oil Company On July 30th of 1958)
2. CITY OF OAKLAND
PERMIT TO EXCAVATE AND INSTALL, REPAIR, OR REMOVE INFLAMMABLE
LIQUID TANKS
(Shows Shell Oil Company As The Owner In October 21, 1982)
3. GRANT DEED DATED NOVEMBER 1, 1983
(Sales By Shell Oil Company To Mr. Richard Jameson)
4. GRANT DEED DATED MARCH 31, 1984
(Sales By Mr. Richard Jameson To Mr. Saberi)
5. LEASE DOCUMENT
AUGUST 19, 1985 TO AUGUST 18, 1990
(Signed by Mr. Gupta as Tenant and Mr. Saberi as Landlord)
6. CERTIFIED ANALYTICAL RESULTS DOCUMENTATION
7. TANK TESTING RESULTS
8. MR. GUPTA'S OPERATION DOCUMENTS:
 - A. BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD)
NOTIFICATIONS OF VIOLATION
FINES AND SETTLEMENTS
 - B. REPAIR INVOICE
 - C. LETTERS FROM PETROLEUM DISTRIBUTOR TO MR. GUPTA ON;
SPILL BY MR. GUPTA'S FACILITY AND REQUEST FOR CLEANUP
EQUIPMENT FAILURES NOTICE
CITY OF OAKLAND NOTICE TO ABATE

ATTACHMENT 1

**APPROVED APPLICATION (PERMIT) TO ERECT A NEW BUILDING
(Granted to Shell Oil Company On July 30th of 1958)**

Case No. 5387
C.M.I.

City Manager's
Permit 35242

WRITE IN INK - FILE TWO COPIES

Application to Erect a New Building CITY OF OAKLAND, BUILDING DEPARTMENT

Number 1730 17th St. C.F.

- 1. Type of Building I, II, III, (IV), V
- 2. Type of Occupancy A, B, C, D, E, (F), G, H, I, J
- 3. City Zone A, B, C, D, (E), F, G, (H), I
- 4. Fire Zone 1, 2, (3)
- 5. If in Fire Area, file three applications.

For Office Use Only

6. Size of new building 30' x 42' No. of stories 1
 Height to highest point 25' Number of Families 1
 7. Material of Exterior Walls Block Size of lot 155' x 114.5'
 8. Occupancy Residential
 9. State how many buildings now on lot and give out of each 1 building
(Show, Show or Approved Plans, Plans or other papers)

Footings: Width 3' Depth in Ground 4' Width of Wall Block
 10. Sills 2x8 Floor joists 2x8 Ceiling joists 2x8
 Rafters 2x8 Roof Covering Asphaltum

11. VALUATION OF PROPOSED WORK

Including all labor and material and all permanent plumbing, heating, ventilating, water supply, fire protection, electrical, elevator and elevator equipment thereon as shown, \$300.00
COST OF WORK TO BE CHECKED BEFORE FINAL INSPECTION

I hereby agree to pay, indemnify and keep bonded the City of Oakland and its officers, employees and agents against all liability, judgments, costs and expenses which may in any way accrue against the City in consequence of the granting of this permit or from the use or occupancy of any sidewalk, street or sub-sidewalk, or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which this permit is granted.

Contractor (if any) _____
 Address _____
 County _____ State _____
 License No. _____
 License No. _____

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City ordinances and State laws regarding building construction.
 Signature of _____
 Owner Shell Oil Co.
 Address 215 17th St.
 Authorised Agent R. B. Baker

Do not take, remove or otherwise placed any portion of walls or ceiling until the inspection card has been signed by the ELECTRICAL and PLUMBING INSPECTORS. Following the approval of the ELECTRICAL and PLUMBING INSPECTORS, call the BUILDING INSPECTOR before proceeding further with the work.

The Department will call up Telephone No. 2-4112 if any alterations or changes are necessary on the plans submitted.

CONTRACTOR'S STATE LICENSE No. _____ AND CITY LICENSE No. _____

If the work herein described is not completed within the time specified, the permit shall be void and the contractor shall be liable for the same.

NOE 7-20-58-97
C. W. ...
...

R.O.E.
V.O.E.
L.O.E.

PLASTER O.E.

FINAL O.E. 7-20-58-97

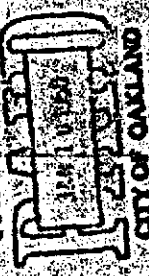
872366

APPLICATION FOR A PERMIT
TO ERECT A BUILDING

City No. 872366 District 6 Owner SKIDOO O.E. Co.
City SKIDOO O.E. Co. Quantity 1
No. 17230
17230

Cost \$10,000.00 Per 100 Sq. Ft.
Cost of work to be checked before final inspection
Date 7-11-58

TREASURER



Permittees in every project to erect the building or structure shall be the responsibility of the contractor with Ordinance No. 1177 C.S.S. and all other rules and regulations of the City of Oakland, and the said permit of the Building Department.

Approved: Lawrence A. Linn
Building Inspector

ATTACHMENT 2

**CITY OF OAKLAND
PERMIT TO EXCAVATE AND INSTALL, REPAIR, OR REMOVE INFLAMMABLE
LIQUID TANKS**

(Shows Shell Oil Company As The Owner In October 21, 1982)

Copy for INSPECTOR

Excavation Permit Granted _____ No. _____

CITY OF OAKLAND

Tank Permit F588

Permit to Excavate and Install, Repair, or Remove Inflammable Liquid Tanks. No. _____

Oakland, California, _____ 19____

PERMISSION IS HEREBY GRANTED TO _____ Gasoline tank and excavate commencing _____ feet inside property line

on the _____ side of _____ Street Avenue _____ feet _____ of _____ Street Avenue

House No. 1230 - 14th Street Street Avenue _____ Present Storage _____

Owner Shell Oil Address San Ramon Phone 820-7041

Applicant Armer/Horman Associates Address 1561 Third Ave., Walnut Creek Phone 937-8501

Dimensions of street (sidewalk) surface to be disturbed _____ X _____ Number of Tanks _____ Capacity _____ Gallons, each.

Remarks: _____

This Permit is granted in accordance with existing City Ordinances.
Owner hereby agrees to remove tanks on discontinuance of use or when notified by the City Authorities.
When installing, removing or repacking tanks, no open flame to be on or near premises.

Approved _____ Fire Marshal

Approved _____ Drainage Division Engineering Dept.

EXCAVATING PERMIT

Issued in accordance with Ord. No. 278 CMS, Sec. 6-2.04

_____ square feet of digging or removal granted.

The receipt of \$ _____ special deposit is hereby acknowledged.

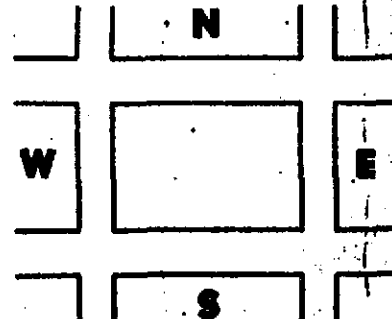
GENERAL DEPOSIT.

BUREAU OF PERMITS AND LICENSES.

Inspection Fee Paid 30.00 rec#17807

Received by G. M. Johnson

FIRE PREVENTION BUREAU



CERTIFICATE OF TANK AND EQUIPMENT INSPECTION

Inspected and passed on OCT 17 1982

By Burl E. Smith Fire Marshal

NOTICE

Before Covering Tanks, Above Certificate Must Be Signed.

When ready for inspection notify Fire Prevention Bureau, 273-2851

THIS PERMIT MUST BE LEFT ON THE WORK AS AUTHORITY THEREFOR.

ATTACHMENT 3

GRANT DEED DATED NOVEMBER 1, 1983
(Sales By Shell Oil Company To Mr. Richard Jameson)

400 Jacaranda
Fremont, Ca. 94538

NOV 13 1983

RECORDED AT REQUEST OF
TRANSAMERICA TITLE INS. CO.
AT 10:30 A.M.

ETNE C. DAVIDSON
Recorder Alameda County, Calif

100% eqm
GRANT DEED

400 Jacaranda
Fremont, Ca. 94538
450.00

ALAMEDA COUNTY

60

THIS IS A DEED dated *November 1*, 1983, by SHELL OIL COMPANY, a Delaware corporation, with offices at 3468 Mt. Diablo Boulevard, Suite B103 in Lafayette, California 94549 (herein called "Grantor") to RICHARD A. JAMESON, a married man as his separate property, of 400 Jacaranda, Fremont, California 94538 (herein called "Grantee").

GRANTOR, for valuable consideration received, hereby grants to Grantee the following described Premises in the City of Oakland, County of Alameda, State of California:

a/c

BEGINNING AT A POINT formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet thence westerly parallel with said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

BEING A PORTION of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County.

Assessor's Parcel No. 5-377-19-1

together with all rights and privileges appurtenant thereto and all buildings and land improvements thereon; but subject to the liens of all taxes and assessments for the year 1983-84 and subsequent years, to all easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

EXECUTED by Grantor as of the date first herein specified.

ATTEST:

SHELL OIL COMPANY

Kim J. ...
ASSISTANT SECRETARY

By *T. L. Clements*
T. L. CLEMENTS
MANAGER, CORPORATE REAL ESTATE ADMINISTRATIVE SERVICES

ATTACHMENT 4

GRANT DEED DATED MARCH 31, 1984
(Sales By Mr. Richard Jameson To Mr. Saberi)

AND WHEN RECORDED MAIL TO

Name
Street
Address
City
State
Zip

ANDY SABERI
1045 Airport Blvd
South San Francisco, CA
94080

CITY
TAX
PARCEL

MAY - 1 1984
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

TRANS.
TAX
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Survey Monument Fee \$10.00

Name
Street
Address
City
State
Zip

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$ 11.00
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Declarant or Agent determining tax. Firm Name

City of Oakland Transfer Tax \$ 73.00

GRANT DEED

(Escrow No.)

By this instrument dated March 31, 1984, for a valuable consideration,

RICHARD A. JAMESON, a married man as his separate property

hereby GRANTS to ANDY SABERI, a married man

the following described Real Property in the State of California, County of Alameda
City of Oakland

Beginning at a point formed by the intersection of the northern line of 14th Street with the eastern line of Union Street and running thence easterly along said northern line of 14th Street a distance of one hundred fourteen and fifty hundredths (114.50) feet; thence northerly parallel with said eastern line of Union Street a distance of one hundred five and no hundredths (105.00) feet thence westerly parallel with said northern line of 14th Street, a distance of one hundred fourteen and fifty hundredths (114.50) feet to said eastern line of Union Street; and thence southerly along said eastern line of Union Street, a distance of one hundred five and no hundredths (105.00) feet to said northern line of 14th Street and the point of beginning.

Being a portion of Block 586, as said block is shown on Boardman's Map of Oakland, on file in the Office of the County Recorder of Alameda County.

ASSESSOR'S PARCEL NO: 5-377-19-1

Richard A. Jameson
RICHARD A. JAMESON

Revised 9-67

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA }

On April 11, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard A. Jameson known to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary's Signature [Signature]

ATTACHMENT 5

LEASE DOCUMENT
AUGUST 19, 1985 TO AUGUST 18, 1990
(Signed by Mr. Gupta as Tenant and Mr. Saberi as Landlord)

LEASE

1. PARTIES. This Lease, dated, for reference purposes only, August 17, 1985,, is between ANDY SABERI ("Landlord") and SOM D. AND BALITA GUPTA and PAWAN K. and KRISHNA GARG ("Tenant").

2. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the City of Oakland, County of Alameda, commonly known as 1230 14th Street, Oakland, California. Said real property is herein called the "Premises". The Premises are leased in their "AS IS" condition.

3. TERM. The term of this Lease shall be for five (5) years, commencing on August 17, 1985, and ending on August 18, 1990, unless sooner terminated pursuant to this Lease.

4. RENT. Tenant shall pay to Landlord as minimum monthly rent for the Premises, without demand, deduction, abatement or setoff as follows:

\$2,600 per month for the first six months of the lease;

~~\$3,000~~ per month for the next six months of the lease;

\$3,100 per month for the next 12 months;

\$3,100 per month plus a cost of living adjustment or a five percent

(5%) increase, whichever amount is greater, for the remaining term

of the lease with adjustment on an annual basis on the anniversary

date of this lease. The adjustment shall occur on August 17, 1987,

August 17, 1988 and August 17, 1989. Said increase shall apply to

the prior adjusted rent paid in the month preceding each adjustment date.

The minimum monthly rent provided for herein shall be subject to adjustment at the commencement of the third year of the term and each year following the third year of the term, as follows:

The base for computing the adjustment is the Consumer Price Index (All Items) of the San Francisco/Oakland, California Area (All Urban Consumers - CPI-U), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the month nearest the date of the commencement of the term, i.e., August, 1985 ("Beginning Index"). If the Index published nearest the adjustment date ("Adjustment Index") has increased over the Beginning Index, the minimum rent for the following year shall be set by multiplying the minimum rent for the month immediately preceding the adjustment date by the percentage of increase of the Adjustment Index over the Beginning Index, or the previous Adjustment Index, whichever applies, and then comparing that amount with an amount equal to five percent (5%) of the preceding month's rent and determining which amount is greater. The greater amount will be added to the prior rent and become the base rent for the following year until the next adjustment date. For example:

Second Year Rent - \$3,100

Assumed Beginning Index (August 1986) - 300

Assumed Adjustment Index (August 1987) - 320

$320/300 \times \$3,100 = \$3,306.67$

Five percent of prior base rent = $5\% \times \$3,100 = \155 .

CPI increase of \$206.67 is greater than 5% increase and will be increase for third year. Third year base rent will be

\$3,306.67, and this amount shall be the base rent for adjustment at the commencement of the fourth year of the term.

In no case shall the minimum rent be less than the minimum rent (as adjusted) for the immediately preceding Lease Year plus five percent (5%). If the Index is changed so that the base year differs from that used as of the month immediately preceding the month in which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

Rent shall be paid on or before the first day of each and every calendar month of the term of this Lease. If the commencement date is not the first day of a month or if the Lease termination date is not the last day of a month, the rent payable hereunder shall be prorated on a daily basis at the then current rate for the fractional month during which this Lease commences and/or terminates, and the rent payable for the partial month following the commencement date shall be payable on the first day of the first full calendar month of the term together with the regular monthly rent due.

Said rent shall be paid to Landlord in lawful money of the United States of America, which shall be legal tender at the time of payment, at Landlord's office, 1045 Airport Boulevard, South San Francisco, California 94080, or such other address or person as Landlord may from time to time designate in writing.

5. SECURITY DEPOSIT. Tenant has, contemporaneously with the execution of this Lease, deposit with Landlord the sum of ~~\$1,600.00~~ ^{476.00} ~~522.00~~ receipt of which is hereby acknowledged by Landlord. This sum shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the term hereof.

6. USE. The premises shall be used and occupied only for a gasoline station and grocery store.

~~_____~~
~~_____~~
~~_____~~
Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.

Tenant hereby accepts the Premises in their condition existing as of the date of the possession hereunder, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, nor as to the prior operation of any business at the Premises.

7. MAINTENANCE, REPAIRS AND ALTERATIONS. Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and every part thereof, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, walls, roof, pavement. In [REDACTED]

[REDACTED] rules and regulations [REDACTED] requirements for monitoring [REDACTED] equipment for such [REDACTED] tanks. [REDACTED] the gas-

8. ALTERATIONS AND ADDITIONS. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions or repairs in, on, or about the Premises, except for work not exceeding \$1,000.00 in cost and except for work specifically identified in paragraph 20 of this lease. Before commencing any work relation to alterations, improvements or additions affecting the Premises, Tenant shall notify Landlord in writing of the expected commencement date. Landlord shall have the right at any time to post such notices as a reasonable to protect Landlord from mechanic's liens, materialmen's liens or other liens. Tenant shall not permit any mechanic's liens or materialmen's liens to be levied against the Premises. All alterations, improvements or additions which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Anything to the contrary notwithstanding, Tenant's machinery, equipment and trade fixtures, other than that which is affixed to the Premises so that it cannot be removed with-

out material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the premises to landlord in good condition, broom clean, ordinary wear and tear excepted.

9. INSURANCE. Tenant shall maintain, at tenant's sole cost and expense fire insurance on the Premises in an amount equal at least to the replacement value of the Premises as of the date of the commencement of this Lease. Said policy shall be kept in force and maintained during the entire term of this Lease and shall list Landlord as an additional named insured. A copy of the certificate of insurance shall be provided to Landlord within thirty (30) days of the commencement of this Lease.

Tenant shall obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premise and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$500,000 combined single limit, and shall include property damage coverage of not less than \$100,000.

Tenant and Landlord waive any and all rights of recovery against the other for loss of or damages to such waiving party or its property where such loss or damage is insured against under any insurance policy in force at the time of the loss or damage.

10. REAL PROPERTY TAXES. Tenant shall pay all real property taxes applicable to the Premises. As used herein, the term "real property tax" shall include any form of assessment, license, fee, rent tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, or against Landlord's business of leasing the Premises. Tenant shall pay any and all charges and fees which may be imposed by the EPA or other similar governmental regulations or authorities.

11. PERSONAL PROPERTY TAXES. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

12. UTILITIES. Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises together with any tax thereon.

13. ASSIGNMENT OR SUBLEASING. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, sublease or other transfer without such consent shall be void and constitute a breach of this Lease.

Any transfer of any or all of Tenant's interest in the Lease or the Premises to any corporation shall require Landlord's consent. . Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof.

14. CONDEMNATION. All awards for taking of any part of the Premises or any payment made under threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages.

15. DEFAULTS; REMEDIES. Upon default by Tenant of any of the terms and conditions of this Lease, Landlord shall have the following remedies. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect the rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises, including, without limitation, brokers'

commissions, expenses of remodeling the premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remain term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent landlord receives from any reletting. No act Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

Landlord can terminate Tenant's right to possession of the premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's request shall not constitute a termination of Tenant's rights to possession. On termination, Landlord has the right to recover from Tenant:

a. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

b. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds that amount of the loss of rent that Tenant proves could have been reasonably avoided;

c. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,

d. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's

default.

"The worth, at the time of the award", as used in the subparagraphs a and b, is to be computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the award", as used in subparagraph c, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

16. LACK OF FINANCIAL INFORMATION. Tenant agrees that Landlord has provided no financial information or projections of any nature or type to Tenant with respect to any business operations at the Premises at any time and Tenant is executing this lease in reliance upon Tenant's own opinion of the premises and the business to be conducted thereon and without warranty or representation of any kind by Landlord.

17. GENERAL.

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision.

Time is of the essence of this agreement. If any payment is not made to Landlord by Tenant on or before the due date, the parties agree that a 10% late charge shall be due and payable from the Tenant to Landlord, as additional rent.

Article and paragraph captions are not part hereof.

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or

understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision.

If Tenant holds over upon the expiration of the term hereof with Landlord's consent, such holding over shall be on a month to month tenancy at a rental in the amount of the last monthly rental plus 25% plus all other charges payable hereunder, and all other terms and conditions of this Lease shall remain the same.

No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative.

Each provision of this Lease to be performed by Tenant shall be deemed to be a covenant and a condition.

In the event any litigation between the parties to this Lease with respect to the Lease or the Premises, then the prevailing party shall be entitled to his reasonable attorney's fees as fixed by the court.

18. NOTICES. Whenever any notice of any kind is required to be made, or given under this Lease, then such notice shall be in writing, and either personally served or sent by United States Mail, certified, addressed at the addresses set forth below, or such other address as either party shall notify the other.

TO LANDLORD at: 1045 Airport Boulevard.
South San Francisco, CA 94080

TO TENANT at: The Premises

19. GROCERY STORE, CONVENIENCE STORE. If any portion of the Premises shall be used as a grocery store, convenience store, snack shop, food service or restaurant, then the following addition provisions shall apply to this Lease.

a. Tenant agrees to pay to Landlord, in lawful money of the United States of America, and without deduction or offset, as additional percentage rental for the Premises, for each month during the term of this lease, a sum equal to SIX PERCENT (6%) gross monthly sales. Said percentage rent shall apply if the portion of the premises used for such grocery store and/or convenience store remains unchanged. In the event of any material change or expansion of the grocery store and/or convenience store, including, without limitation, expansion to include the lubrication area of the premises, then on the first day of the first month following the completion or commencement of use of such expanded area, the additional percentage rental for the Premises, for each month during the term of this lease, shall be in a sum equal to SEVEN PERCENT (7%) of the gross monthly sales.

b. The term "gross sales" or "gross income" as used herein shall be considered to be equivalent to the total sales price to Tenant's customers of all goods and merchandise rendered on or off the Premises and by means of transactions originating or otherwise connected with or arising out of Tenant's business conducted there-

on, whether for cash or credit; it is further understood that the "gross sales" or "gross income" shall also include all sales made on or from the leased premises and all sales originating on the Premises, or from an agent or an employee of Tenant or any other person working out of or from the Premises; but without any duplication said term "gross sales" or "gross income" shall not include sales of gasoline or diesel products, mechanical services on motor vehicles, parts installed in motor vehicles by Tenant; the amount of all taxes charged to the retail customer, including retail sales or use tax, Federal, retailer's excise tax, state, county or municipal tax; amounts of any credit resulting from a bona fide and routine transfer of any merchandise from inventory of the premises to inventory at one of Tenant's other business operations; sale of fixtures and equipment by the Tenant out of the ordinary course of business; amounts received in settlement of claims for loss or damage to merchandise; the amount of any actual refunds for credits made by Tenant for returned merchandise where the sale of said merchandise had theretofore been included in Tenant's gross sales.

c. Tenant shall keep separate and full, true and permanent records and books of account in connection with the sales made or services rendered by him in the Premises and Tenant further agrees to install and maintain a cash register(s) and/or numbered sales books in and upon the leased premises in which receipts of every kind from each and every sale made, or service rendered, in, upon or from the Premises shall be duly recorded and and Landlord, or its duly authorized representative or agent, at all reasonable times during business hours, shall have access to such records and accounts at

auditing the same, together with the right to examine all cash registers and/or numbered sales books installed in and upon the Premises and all records, tapes and registrations made by such registers or books.

d. Within twenty (20) days after the end of each month during the term hereof, Tenant hereby agrees to mail or deliver to Landlord a statement, certified by Tenant or by one of his responsible employees, setting forth the gross sales made and gross returns from services rendered by Tenant in and upon the Premises during each month. Contemporaneously with each such statement, Tenant hereby agrees to pay to Landlord all percentage rentals which may be due for such month.

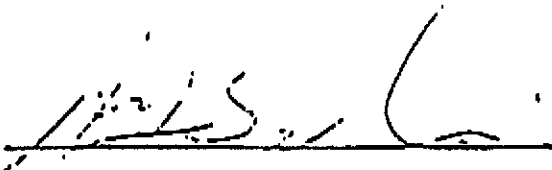
e. That in the event Landlord is dissatisfied in any particular with any statement so made and rendered, as hereinabove provided, Landlord shall have the right to have an audit made by any competent accountant or auditor at Tenant's expense if Tenant's accounts are in error more than one percent (1%) of all account books and reports of the Tenant in anywise pertaining to the business of Tenant then being conducted in, upon or from the Premises.

20. VALIDITY OF PERMIT. The parties acknowledge that the permit necessary for operation of a grocery or convenience store on the premises is being considered and reviewed by local governmental authorities including expansion to include the entire premises and for the operation of any grocery or convenience store business at the premises and that compliance with all governmental rules and regulations will be required in order to permit further operation of

cense, use permit or other authority necessary for the conduct of a grocery store or convenience store on the premises is revoked, or the existing use is as a grocery store or convenience store is revoked or terminated, this lease shall nevertheless continue on all the terms and conditions hereof and the rent shall remain in full force and effect in the same amount as set forth herein and Landlord shall not be liable or responsible in any manner for the revocation or nonrenewal of such licenses of permits. In the event of such revocation or termination, no percentage rent shall be due and payable by Tenant to Landlord from the effective date of such revocation or termination. Landlord shall have no responsibility or liability in the event of any such revocation, termination or rejection of any permit for the premises for operation of a grocery store or convenience store.

IN WITNESS WHEREOF the parties executed this Lease the day and date first above written.

LANDLORD:



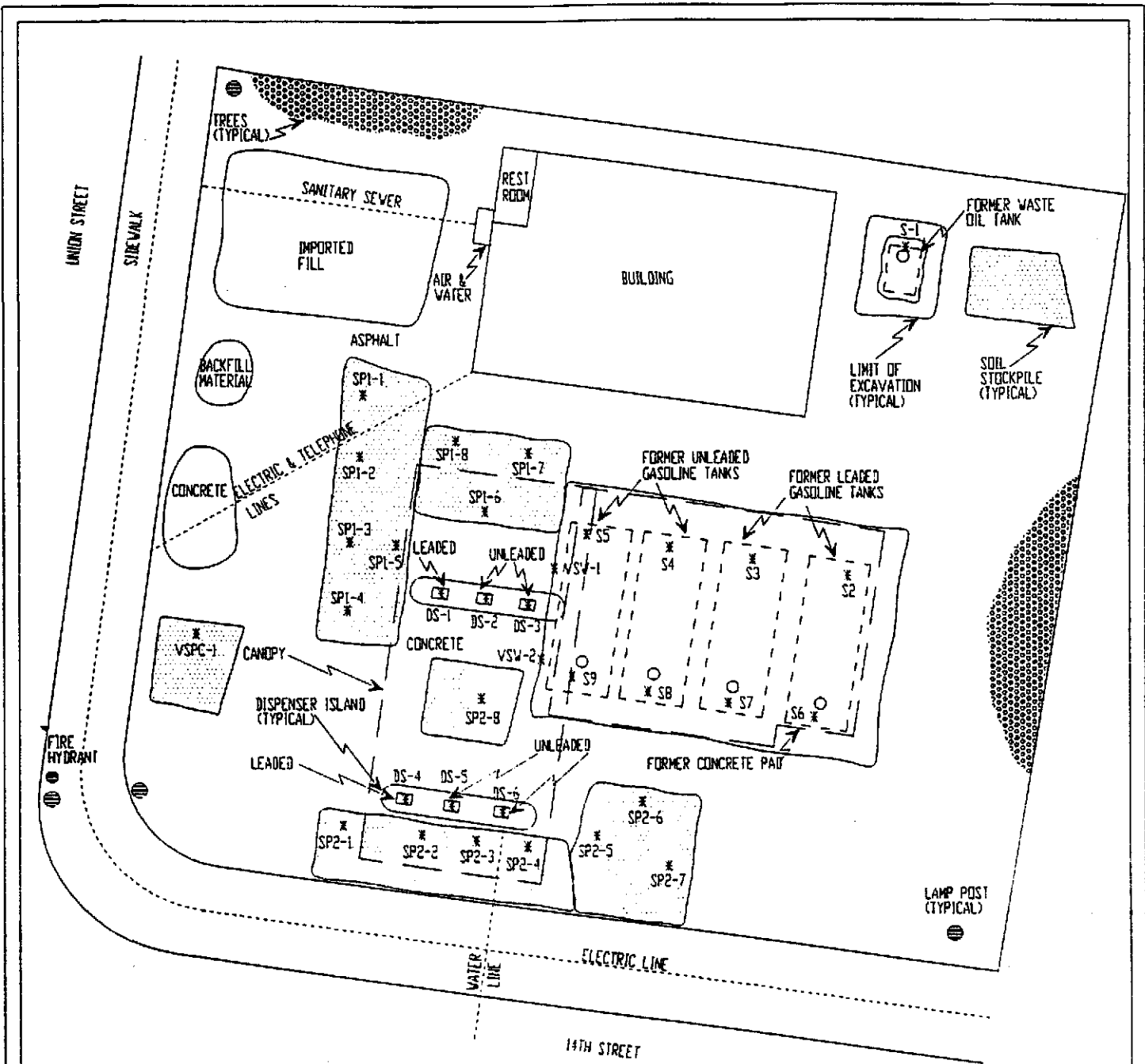
TENANT:

Emmangatt
Subba Aji
P. K. Kumar Ganj
Krishna Aji

8-16-85

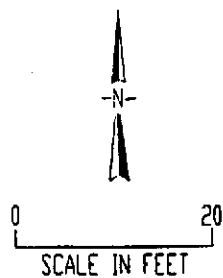
ATTACHMENT 6

CERTIFIED ANALYTICAL RESULTS DOCUMENTATION



LEGEND

- FILL HOLE
- S-1 NAME AND LOCATION OF SOIL SAMPLE
- * OF SOIL SAMPLE



TANK PROTECT ENGINEERING

SITE PLAN

1230 14TH STREET
OAKLAND, CA

| | |
|------------|--------|
| DATE | 9/1/93 |
| FIGURE | |
| FILE # | 150-1 |
| DRAWN BY | TM |
| CHECKED BY | AK |



PRIORITY ENVIRONMENTAL LABS

Precision Environmental Analytical Laboratory

August 31, 1993

PEL # 9308104

TANK PROTECT ENGINEERING, INC.

Attn: Jeff

Re: Twenty two soil samples for Gasoline/BTEX, Diesel, and Oil & Grease analyses.

Project name: Sabek, Inc.
Project number: 150A082693

Project location: 1230 14th St.

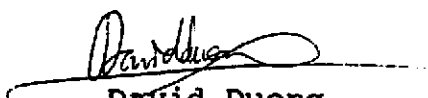
Date sampled: Aug 25-26, 1993
Date extracted: Aug 27-30, 1993

Date submitted: Aug 27, 1993
Date analyzed: Aug 27-30, 1993

RESULTS:

| SAMPLE I.D. | Gasoline | Diesel | Benzene | Toluene | Ethyl Benzene | Total Xylenes | Oil & Grease |
|---------------------------|---------------|---------------|---------|---------|---------------|---------------|---------------|
| | (mg/Kg) | (mg/Kg) | (ug/Kg) | (ug/Kg) | (ug/Kg) | (ug/Kg) | (mg/Kg) |
| DS-1 | 13 | --- | 7.0 | 17 | 21 | 72 | --- |
| DS-2 | 2.0 | --- | 5.3 | 8.9 | 12 | 31 | --- |
| DS-3 | 1.3 | --- | N.D. | 5.9 | 6.1 | 18 | --- |
| DS-4 | 2.7 | --- | 5.5 | 9.4 | 16 | 47 | --- |
| DS-5 | 3.4 | --- | 5.9 | 11 | 18 | 61 | --- |
| DS-6 | 11 | --- | 6.8 | 15 | 18 | 64 | --- |
| S-1 | 67 | 1200 | 38 | 89 | 110 | 380 | 7700 |
| S-2 | 2200 | --- | 1400 | 3200 | 3500 | 13000 | --- |
| S-3 | 530 | --- | 400 | 760 | 830 | 3100 | --- |
| S-4 | 40 | --- | 31 | 59 | 66 | 290 | --- |
| S-5 | 1.4 | --- | N.D. | 6.3 | 8.1 | 25 | --- |
| S-6 | 1600 | --- | 970 | 2300 | 2700 | 10000 | --- |
| S-7 | 11000 | --- | 6700 | 16000 | 18000 | 69000 | --- |
| S-8 | 18000 | --- | 11000 | 26000 | 30000 | 110000 | --- |
| S-9 | 6200 | --- | 3700 | 8700 | 10000 | 37000 | --- |
| SP1-1,2,3,4* | 960 | --- | 580 | 1400 | 1600 | 5900 | --- |
| SP1-5,6,7,8* | 950 | --- | 560 | 1400 | 1500 | 5700 | --- |
| SP2-1,2,3,4* | 3500 | --- | 2200 | 5100 | 5900 | 22000 | --- |
| SP2-5,6,7,8* | 4800 | --- | 2800 | 7100 | 8200 | 31000 | --- |
| VSPC-1 | 1.7 | --- | N.D. | 6.6 | 9.6 | 28 | --- |
| VSW-1 | 4800 | --- | 2900 | 7000 | 8000 | 30000 | --- |
| VSW-2 | 21 | --- | 150 | 290 | 330 | 1300 | --- |
| Blank | N.D. | N.D. | N.D. | N.D. | N.D. | N.D. | N.D. |
| Spiked Recovery | 82.3% | 94.1% | 84.0% | 85.2% | 83.1% | 92.2% | --- |
| Duplicate Spiked Recovery | 92.0% | 93.6% | 89.5% | 90.6% | 88.4% | 98.7% | --- |
| Detection limit | 1.0 | 1.0 | 5.0 | 5.0 | 5.0 | 5.0 | 10 |
| Method of Analysis | 5030/ 8015 | 3550/ 8015 | 8020 | 8020 | 8020 | 8020 | 5520 D & F |

*Composited soil samples.


David Duong
Laboratory Director



PRIORITY ENVIRONMENTAL LABS

Precision Environmental Analytical Laboratory

September 02, 1993

PEL # 9308104

TANK PROTECT ENGINEERING, INC.

Attn: Jeff

Re: Five soil samples for Cadmium, Chromium, Lead, Nickel,
and Zinc analyses.

Project name: Sabek, Inc.
Project location: 1230 14th St.
Project number: 150A082693

Date sampled: Aug 25-26, 1993
Date extracted: Aug 31, 1993

Date submitted: Aug 27, 1993
Date analyzed: Aug 31, 1993

RESULTS:

| SAMPLE I.D. | Cadmium (mg/Kg) | Chromium (mg/Kg) | Lead (mg/Kg) | Nickel (mg/Kg) | Zinc (mg/Kg) |
|--------------------|-----------------|------------------|--------------|----------------|--------------|
| S-1 | N.D. | 43 | 47 | 36 | 35 |
| S-2 | --- | --- | N.D. | --- | --- |
| S-6 | --- | --- | N.D. | --- | --- |
| DS-1 | --- | --- | 33 | --- | --- |
| DS-4 | --- | --- | 11 | --- | --- |
| Blank | N.D. | N.D. | N.D. | N.D. | N.D. |
| Detection limit | 0.5 | 1.0 | 1.0 | 1.0 | 1.0 |
| Method of Analysis | 7130 | 7190 | 7420 | 7520 | 7950 |


David Duong
Laboratory Director



PRIORITY ENVIRONMENTAL LABS

Precision Environmental Analytical Laboratory

August 31, 1993

PEL #: 9308104

TANK PROTECT ENGINEERING, INC.

Attn: Jeff

Project name : Sabek, Inc.
Project location: 1230 14th St.
Sample I.D.: S-1

Project number: 150A082693

Date Sampled: Aug 25, 1993
Date Analyzed: Aug 30, 1993

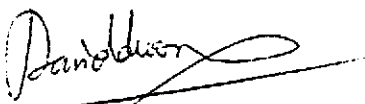
Date Submitted: Aug 27, 1993

Method of Analysis: EPA 8010

Detection limit: 5.0 ug/Kg

| COMPOUND NAME | CONCENTRATION (ug/Kg) | SPIKE RECOVERY (%) |
|---------------|----------------------------|-----------------------|
|---------------|----------------------------|-----------------------|

| | | |
|----------------------------|------|-------|
| Chloromethane | N.D. | ----- |
| Vinyl Chloride | N.D. | 91.6 |
| Bromomethane | N.D. | ----- |
| Chloroethane | N.D. | ----- |
| Trichlorofluoromethane | N.D. | ----- |
| 1,1-Dichloroethene | N.D. | 87.8 |
| Methylene Chloride | N.D. | ----- |
| 1,2-Dichloroethene (TOTAL) | N.D. | ----- |
| 1,1-Dichloroethane | N.D. | 83.5 |
| Chloroform | N.D. | ----- |
| 1,1,1-Trichloroethane | N.D. | 89.2 |
| Carbon Tetrachloride | N.D. | ----- |
| 1,2-Dichloroethane | N.D. | ----- |
| Trichloroethene | N.D. | 101.6 |
| 1,2-Dichloropropane | N.D. | ----- |
| Bromodichloromethane | N.D. | ----- |
| 2-Chloroethylvinylether | N.D. | ----- |
| Trans-1,3-Dichloropropene | N.D. | ----- |
| Cis-1,3-Dichloropropene | N.D. | ----- |
| 1,1,2-Trichloroethane | N.D. | ----- |
| Tetrachloroethene | N.D. | 103.8 |
| Dibromochloromethane | N.D. | ----- |
| Chlorobenzene | N.D. | ----- |
| Bromoform | N.D. | ----- |
| 1,1,2,2-Tetrachloroethane | N.D. | ----- |
| 1,3-Dichlorobenzene | N.D. | ----- |
| 1,4-Dichlorobenzene | N.D. | ----- |
| 1,2-Dichlorobenzene | N.D. | ----- |


David Duong
Laboratory Director



TANK PROTECT ENGINEERING

2021 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PEL # 9308104 (4 of 4)

INV # 23944

LAB: Priority Env

TURNAROUND: Normal

P.O. #: 686

PAGE 4 OF 4

CHAIN OF CUSTODY

| PROJECT NO. | | SITE NAME & ADDRESS | | | | | (1) TYPE OF CONTAINER | ANALYTES REQUESTED | | | | | | REMARKS |
|--|------|-----------------------------|------|---|-------------------|--|--------------------------|-----------------------------|-------------|--------------------------|--------------|------------------|----------------------------------|---------|
| SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER | | SAMPLING LOCATION | | | | | | TOTAL LIGHT HC | AROMATIC HC | TOTAL HC (BTEX) | OIL & GREASE | VOC SCAN (624's) | OTHER | |
| ID NO. | DATE | TIME | SOIL | WATER | SAMPLING LOCATION | | | | | | | | | |
| A 1508082693 | | Sabell Inc 1730 14th St | | | | | | | | | | | | |
| Lee Hutchins 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088 | | | | | | | | | | | | | | |
| SP2-3 | 8/26 | 124 | x | | 3.0 | Brass | x | x | | | | | Composite into 1 sample SP2(1-4) | |
| SP2-4 | 8/26 | 1218 | x | | 3.0 | Brass | x | x | | | | | | |
| SP2-5 | 8/26 | 1223 | x | | 3.0 | Brass | x | x | | | | | | |
| SP2-6 | 8/26 | 1227 | x | | 3.0 | Brass | x | x | | | | | | |
| SP2-7 | 8/26 | 1233 | x | | 3.0 | Brass | x | x | | | | | Composite into 1 sample SP2(5-8) | |
| SP2-8 | 8/26 | 1240 | x | | 3.0 | Brass | x | x | | | | | | |
| USPC-1 | 8/26 | 1250 | x | | 3.0 | Brass | x | x | | | | | | |
| USPC-2 | 8/26 | 1255 | x | | 3.0 | Brass | x | x | | | | | | |
| Relinquished by: (Signature) <i>Lee Hutchins</i> | | Date / Time 8/26/93 4:00 | | Received by: (Signature) <i>John Miller</i> | | Relinquished by: (Signature) <i>John Miller</i> | | Date / Time 8/27/93 9:43 | | Received by: (Signature) | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) <i>Unknown</i> | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | |
| Relinquished by: (Signature) | | Date / Time 8/27/93 9:45 | | Received for Laboratory by: (Signature) <i>PEL</i> | | Date / Time | | Remarks | | | | | | |

DATE: 8-26-93



TANK PROTECT ENGINEERING

2821 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PEL # 9308104 (3 of 4)

INV # 23944

LAB: Priority Env

TURNAROUND: Normal

P.O. #: 1286

PAGE 3 OF 4

CHAIN OF CUSTODY

| PROJECT NO. | | SITE NAME & ADDRESS | | | | (1) TYPE OF CON- TAINER | ANALYTES REQUESTED | | | | | | | REMARKS | |
|--|---------|--|------|--|-------------------|--|--------------------|-----------------------------|----------------|--------------------------|------------------|------------------------------------|--|---------|--|
| SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER | | | | | | | TOTAL LIGHT HC | AROMATIC HC | TOTAL HEAVY HC | OIL & GREASE | PCC SCAN (624-9) | OTHER | | | |
| ID NO. | DATE | TIME | SOIL | WATER | SAMPLING LOCATION | | | | | | | | | | |
| A 1506082693 | | Sabel Inc 1230 14 th St | | | | | | | | | | | | | |
| Lee Huckins | | 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088 | | | | | | | | | | | | | |
| DS-2 | 8/25/93 | 1535 | x | | 1.0 | Brass | x | x | | | | | | | |
| DS-3 | 8/25 | 1600 | x | | 1.0 | Brass | x | x | | | | | | | |
| DS-4 | 8/25 | 1102 | x | | 1.0 | Brass | x | x | | | | x | | | |
| DS-5 | 8/25 | 1105 | x | | 1.0 | Brass | x | x | | | | | | | |
| DS-6 | 8/25 | 1625 | x | | 1.0 | Brass | x | x | | | | | | | |
| VSW-1 | 8/25 | 1630 | x | | 6.0 | Brass | x | x | | | | | | | |
| VSW-2 | 8/25 | 1635 | x | | 6.0 | Brass | x | x | | | | | | | |
| SP2-1 | 8/26 | 1205 | x | | 3.0 | Brass | x | x | | | | | | | |
| SP2-2 | 8/26 | 1209 | x | | 3.0 | Brass | x | x | | | | | | | |
| | | | | | | | | | | | | } Composite into 1 sample SP2(1-4) | | | |
| Relinquished by: (Signature) <i>Lee Huckins</i> | | Date / Time 8/26/93 1:00 | | Received by: (Signature) <i>John Miller</i> | | Relinquished by: (Signature) <i>John Miller</i> | | Date / Time 8/27/93 9:43 | | Received by: (Signature) | | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | | |
| Relinquished by: (Signature) | | Date / Time 8/27/93 9:45 | | Received for Laboratory by: (Signature) <i>PEL</i> | | Date / Time | | Remarks | | | | | | | |

DATE: 8-26-93



TANK PROTECT ENGINEERING

2821 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8089
 FAX (415) 429-8089

PEL # 9308104 (2 of 4)

INV # 23944

LAB: Priority Env

TURNAROUND: Normal

P.O. #: 686

PAGE 2 OF 4

CHAIN OF CUSTODY

| PROJECT NO. | | SITE NAME & ADDRESS | | | | (1) TYPE OF CONTAINER | ANALYTES REQUESTED | | | | | | | REMARKS |
|--|---------|---------------------|------|---|-------------------|------------------------------|--------------------|---------------|----------------|--------------------------|-----------------|-------|----------|---------|
| SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER | | | | | | | TOTAL LIGHT HC | AROMATIC HC | TOTAL HEAVY HC | OLL & GREASE | PCB SCAN (24's) | OTHER | Total Pb | |
| ID NO. | DATE | TIME | SOIL | WATER | SAMPLING LOCATION | | | | | | | | | |
| 1500082693 | 8/25 | 1400 | X | | 14' | Brass | X | X | | | | | X | |
| S-3 | 8/25/93 | 1415 | 2 | | 11.0 | Brass | X | X | | | | | | |
| S-4 | 8/25 | 1425 | 2 | | 11.0 | Brass | X | X | | | | | | |
| S-5 | 8/25 | 15 | 2 | | 11.0 | Brass | X | X | | | | | | |
| S-6 | 8/25 | 1445 | 2 | | 13.0 | Brass | X | X | | | | | X | |
| S-7 | 8/25 | 1455 | 2 | | 11.0 | Brass | X | X | | | | | | |
| S-8 | 8/25 | 1500 | 2 | | 11.0 | Brass | X | X | | | | | | |
| S-9 | 8/25 | 1510 | 2 | | 11.0 | Brass | X | X | | | | | | |
| DS-1 | 8/25 | 1530 | 2 | | 1.0 | Brass | X | X | | | | | X | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | |
| Roo Hutchins | | 8/26/93 14:00 | | Jim M... [Signature] | | [Signature] | | 8/28/93 14:42 | | [Signature] | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | |
| [Signature] | | [Time] | | [Signature] | | [Signature] | | [Time] | | [Signature] | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received for Laboratory by: (Signature) | | Date / Time | | Remarks | | | | | | |
| [Signature] | | 8/27/93 07:55 | | PEL [Signature] | | [Time] | | [Remarks] | | | | | | |

DATE: 8-26-93



TANK PROTECT ENGINEERING

2021 WHIPPLE ROAD
 UNION CITY, CA 94587
 (415) 429-8088
 (800) 523-8088
 FAX (415) 429-8089

PEL # 9308104(1 of 4)

INV # 23944

LAB: Priority Env

TURNAROUND: Normal

P.O. #: 686

PAGE 1 OF 4

CHAIN OF CUSTODY

| PROJECT NO. | | SITE NAME & ADDRESS | | | | (1) TYPE OF CONTAINER | ANALYTES REQUESTED | | | | | | | REMARKS |
|--|---------|---|------|---|-------------------|------------------------------|--------------------|--------------|----------------|--------------------------|----------|---|------|---------|
| 150A082693 | | Sabek Inc 1230 14 th Street | | | | | TOTAL LIGHT HC | AROMATIC HC | TOTAL HEAVY HC | OIL & GREASE | FOC SCUM | OTHER | 8010 | |
| SAMPLER NAME, ADDRESS AND TELEPHONE NUMBER | | Lee Huckins 2821 WHIPPLE ROAD, UNION CITY, CA 94587 (415) 429-8088 | | | | | | | | | | | | |
| ID NO. | DATE | TIME | SOIL | WATER | SAMPLING LOCATION | | | | | | | | | |
| SPH | 8/25/93 | 1215 | X | | 3-6 | BRASS | X | X | | | | | | |
| SP1-2 | 8/25 | 1210 | L | | 3-0 | BRASS | X | L | | | | Composite into 1 sample. ^{SPI} (1-4) | | |
| SP1-3 | 8/25 | 1225 | L | | 3-0 | BRASS | X | X | | | | | | |
| SP1-4 | 8/25 | 1230 | L | | 3-0 | BRASS | X | X | | | | | | |
| SP1-5 | 8/25 | 1240 | L | | 3-0 | BRASS | L | L | | | | | | |
| SP1-6 | 8/25 | 1245 | L | | 3-0 | BRASS | X | X | | | | Composite into 1 sample. ^{SPI} (5-8) | | |
| SP1-7 | 8/25 | 1250 | X | | 3-0 | BRASS | L | X | | | | | | |
| SP1-8 | 8/25 | 1255 | L | | 3-0 | BRASS | L | X | | | | | | |
| S-1 | 8/25 | 1335 | L | | 8.5' | BRASS | X | X | X | X | X | ORG EPA 5520-F | | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | |
| Lee Huckins | | 8/26/93 11:00 | | Joe Miller | | Joe Miller | | 8/27/93 9:42 | | | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | Relinquished by: (Signature) | | Date / Time | | Received by: (Signature) | | | | |
| | | | | PEL | | | | | | | | | | |
| Relinquished by: (Signature) | | Date / Time | | Received for Laboratory by: (Signature) | | Date / Time | | Remarks | | | | | | |
| | | 8/27/93 9:45 | | [Signature] | | | | | | | | | | |

DATE: 8-26-93

ATTACHMENT 7

TANK TESTING RESULTS

Data Chart for Tank System Tightness Test

PLEASE PRINT

1. OWNER Property Tank(s)

| | | | |
|------|---------|----------------|-----------|
| Name | Address | Representative | Telephone |
| Name | Address | Representative | Telephone |

2. OPERATOR

Shell (closed) 1230 14th St. OAKLAND CA.

| | | | |
|------|---------|----------------|-----------|
| Name | Address | Representative | Telephone |
|------|---------|----------------|-----------|

3. REASON FOR TEST
(Explain Fully)

MAINTENANCE

4. WHO REQUESTED TEST AND WHEN

| | | | |
|---------|-------|------------------------|-----------|
| Name | Title | Company or Affiliation | Date |
| Address | | | Telephone |

5. TANK INVOLVED

Use additional lines for manifolded tanks

| Identify by Direction | Capacity | Brand/Supplier | Grade | Approx. Age | Steel/Fiberglass |
|-----------------------|-------------------|----------------|----------------|-------------|------------------|
| <i>[REDACTED]</i> | <i>[REDACTED]</i> | | <i>REGULAR</i> | <i>?</i> | |

6. INSTALLATION DATA

| | | | | | |
|---|--|---|--|--|---|
| Location | Cover | Fills | Vents | Siphons | Pumps |
| <i>South EAST of STATION North inside driveway. Rear of station, etc.</i> | <i>Concrete</i> <small>Concrete, Black Top, Earth, etc.</small> | <i>4"</i> <small>Size, Thread make, Drop tubes, Remote Fills</small> | <i>2"</i> <small>Size, Manifolded</small> | <i>No</i> <small>Which tanks?</small> | <i>Remote LOT JACKET</i> <small>Suction, Remote, Make if known</small> |

7. UNDERGROUND WATER

Depth to the Water table *140'*

Is the water over the tank? Yes No

8. FILL-UP ARRANGEMENTS

Tanks to be filled _____ Fr. _____ Date _____ Arranged by _____ Name _____ Telephone _____

Extra product to "top off" and run tank tester. How and who to provide? Consider NO Lead.

Terminal or other contact for notice or inquiry _____ Company _____ Name _____ Telephone _____

9. CONTRACTOR, MECHANICS, any other contractor involved

10. OTHER INFORMATION OR REMARKS

Additional information on any items above. Officials or others to be advised when testing is in progress or completed. Visitors or observers present during test, etc.

11. TEST RESULTS

Tests were made on the above tank systems in accordance with test procedures prescribed for as detailed on attached test charts with results as follows:

| Tank Identification | Tight | Leakage Indicated | Date Tested |
|---------------------|-------------------|---------------------|-------------------|
| <i>REGULAR</i> | <i>[REDACTED]</i> | <i>50305 G.P.A.</i> | <i>[REDACTED]</i> |

12. SENSOR CERTIFICATION

3-7-81
Date
186
Serial No. of Thermal Sensor

13. This is to certify that these tank systems were tested on the date(s) shown. Those indicated as "Tight" meet the criteria established by the National Fire Protection Association Pamphlet 328.

Technician
1. *DEBRA A. DONARICKS*
Certification # *414813840*

Testing Contractor or Company. By: Signature
ENVIRO-SAFE
P.O. Box 5058, Napa, CA 94581
Address

2. *AL # 9-1227*
Certification # _____

Data Chart for Tank System Tightness Test

PLEASE PRINT

1. OWNER Property Tank(s)

| Name | Address | Representative | Telephone |
|------|---------|----------------|-----------|
| | | | |
| | | | |

2. OPERATOR

Shore (user) 1230 14th St. OAKLAND, CA.

3. REASON FOR TEST
(Explain Fully)

MAINTENANCE

4. WHO REQUESTED TEST AND WHEN

| Name | Title | Company or Affiliation | Date |
|------|-------|------------------------|------|
| | | | |

5. TANK INVOLVED
Use additional lines for manifolded tanks

| Brand/Supplier | Grade | Approx. Age | Steel/Fiberglass |
|----------------|-------------------|-------------|------------------|
| | <i>UNLEADED 1</i> | | |
| | <i>UNLEADED 2</i> | | |
| | <i>PREMIUM</i> | | |

6. INSTALLATION DATA

| Location | Cover | Fills | Vents | Bonuses | Pumps |
|---|---|--|-------------------------------|----------------------------|---|
| <i>SOUTH EAST OF STATION North inside driveway, Rear of station, etc.</i> | <i>Concrete, Black Top, Earth, etc.</i> | <i>3"</i> Size, Thread make, Drop tubes, Remote Fills | <i>2"</i> Size, Manifolded | <i>N/A</i> Which tanks? | <i>Remote</i> Suction, Remote, Make if known |

7. UNDERGROUND WATER

Depth to the Water table *142'*

Is the water over the tank? Yes No

8. FILL-UP ARRANGEMENTS

Tanks to be filled _____ ft. _____ Date _____ Arranged by _____ Name _____ Telephone _____

Extra product to "top off" and run tank tester. How and who to provide? Consider NO LEAD.

9. CONTRACTOR, MECHANICS, any other contractor involved

Terminal or other contact for notice or inquiry _____ Company _____ Name _____ Telephone _____

10. OTHER INFORMATION OR REMARKS

Additional information on any items above. Officials or others to be advised when testing is in progress or completed. Visitors or observers present during test, etc.

11. TEST RESULTS

Tests were made on the above tank systems in accordance with test procedures prescribed for as detailed on attached test charts with results as follows:

| Tank Identification | Tight | Leakage Indicated | Date Tested |
|---------------------|-------|---------------------|--------------------|
| | | <i>50050 O.P.H.</i> | |
| | | <i>50780 O.P.H.</i> | <i>21 JAN. '54</i> |

12. SENSOR CERTIFICATION

3-7-81
Date
186
Serial No. of Thermal Sensor

13. This is to certify that these tank systems were tested on the date(s) shown. Those indicated as "Tight" meet the criteria established by the National Fire Protection Association Pamphlet 329.

Technicians
 1. *Dennis A. Hennricher*
 2. *Paul YAP-CHIONSCO*

Testing Contractor or Company. By: *[Signature]*

P.O. Box 5058, Napa, CA 94581
Address

ATTACHMENT 8

MR. GUPTA'S OPERATION DOCUMENTS:

- A. BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD)
NOTIFICATIONS OF VIOLATION
FINES AND SETTLEMENTS

- B. REPAIR INVOICE - *drop tubes*

- C. LETTERS FROM PETROLEUM DISTRIBUTOR TO MR. GUPTA ON;
SPILL BY MR. GUPTA'S FACILITY AND REQUEST FOR CLEANUP
EQUIPMENT FAILURES NOTICE
CITY OF OAKLAND NOTICE TO ABATE - *garbage*

ATTACHMENT 8

"A"



BAY AREA AIR QUALITY MANAGEMENT DISTRICT
 939 ELLIS STREET, SAN FRANCISCO, CA 94109
 (415) 771-6000, Ext. 262 or 263

Gant

NOTICE OF VIOLATION No. 0499

ISSUED TO: AMI Techn... P G N # 6411
 ADDRESS: 1230 MISSION
 CITY: BERKELEY STATE: CA ZIP: 94705
 PHONE: () 862-2000
 N # Mailing Address on F61

OCCURRENCE
 NAME: _____
 ADDRESS: _____ Same As Above
 CITY: _____ ZIP: _____
 SOURCE: S NAME MEDIA
 EMISSION PT: P NAME SKYLINE
 DATE: 11/1/82 TIME: 1:10 HRS

REG 2 RULE 1 SEC 301 No Authority to Construct
 REG 2 RULE 1 SEC 302 No Permit to Operate
 REG 1 SEC 301 H & S CODE - 41700 Public Nuisance
 REG 2 RULE 1 SEC 307 Failure To Meet Permit Condition
 REG 6 SEC 301 Excessive Visible Emissions
 REG 8 RULE 7 SEC 805 Equipment Maintenance
 REG 5 SEC 301 Prohibited Open burning
 REG _____ RULE _____ SECTION _____ CODE _____
 REG _____ RULE _____ SECTION _____ CODE _____
 Details: checkers at Skyline

RECIPIENT NAME: SUMMIT
 TITLE: _____

SIGNING THIS NOTICE IS NOT AN ADMISSION OF GUILT

 SIGNATURE

→ WITHIN 10 DAYS, RETURN A COPY OF THIS NOTICE WITH A WRITTEN DESCRIPTION OF THE IMMEDIATE CORRECTIVE ACTION YOU HAVE TAKEN TO PREVENT CONTINUED OR RECURRENT VIOLATION. FURTHER OCCURRENCE OF THIS VIOLATION IS SUBJECT TO SUBSTANTIAL PENALTY. YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.

ISSUED BY: JKW INSP # 224
 DATE: 11/1/82 TIME: _____ HRS MAILED



**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

You are charged with violation of the Bay Area Air Quality Management District's Regulations. The California State Health and Safety Code (H&SC) specifies the penalty for such violations can be either Criminal Prosecution (Misdemeanor) or Civil Penalties under one of the following maximums:

| | |
|---------------|-------------------------------|
| H&SC 42402: | \$1,000 per day of violation |
| H&SC 42402.1: | \$10,000 per day of violation |
| H&SC 42402.2: | \$25,000 per day of violation |

Upon notification of compliance with the Regulation cited, the District's policy is to settle violations without the burden of litigation. After a review of this case, the District has elected to treat this as a Civil Penalties matter in accordance with H&SC 42402 listed above.

If you wish to settle this violation on the basis of Civil Penalties, then the District has authorized settlement according to the following procedure:

1. Provide proof in writing, if you have not already done so, that the violation has ceased.
2. Immediately remit payment of the settlement penalty, in the amount listed on the enclosed invoice, with the remittance invoice copy.

Conditional upon completion of items #1 and #2 above,
a standard release from further penalty will be provided.

Failure to resolve this issue may result in the filing of a civil action. If you have any questions concerning this matter, please contact the Mutual Settlement representative whose name appears on the enclosed invoice.

VN# 00499

**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

Oct 25, 1988

AMI Petroleum
1230 14th Street
Oakland, CA 94607

ATTN: Som Gupta

RE: Settlement of Notice of Violation Number 499

Receipt of payment for Invoice Number 23157, in the amount of \$ 50 as settlement in full of the above referenced matter is hereby acknowledged. This settlement shall not constitute an admission of violative conduct nor shall any such admission be inferred in any administrative proceeding.

The District reserves the right to rely upon the alleged violation in connection with any application for a variance, permit revocation or abatement order before the Hearing Board of the District. Additional violations of this District's Regulations may result in increased penalties.

Accordingly, AMI PETROLEUM, and any associated employees, agents, officers or representatives, are hereby released and discharged from any and all claims for civil penalties connected with the incident described in Bay Area Air Quality Management District Notice of Violation Number 499, issued Jul 28, 1988, which allegedly took place at Oakland, California.

Thank you for your cooperation and courtesy in bringing this matter to a close.

Very truly yours,

Janet Glasgow
Senior Enforcement Specialist

NORIN VORA LEW
Air Quality Inspector II

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
939 Ellis Street, San Francisco, Calif. 94109 • 771-6000

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
939 ELLIS STREET, SAN FRANCISCO, CA 94109
(415) 771-6000, Ext. 262 or 263

NOTICE OF VIOLATION No. 1940

P G N # _____
 STATE: _____ ZIP: _____
 Address on F61 _____

Same As Above
 ZIP: _____
 NAME: _____
 NAME: _____
 TIME: _____ HRS

REG 2 RULE 1 SEC 302
 Construct No Permit to Operate
 REG 2 RULE 1 SEC 307
 Failure To Meet Permit Condition
 REG 6 SEC 301
 Excessive Visible Emissions
 REG 8 RULE 7 SEC 305
 Equipment Maintenance
 RULE _____ SECTION _____ CODE _____
 RULE _____ SECTION _____ CODE _____
 All cap on regular tank

HORNAR SHAM SINGH
 SIGNATURE

WITHIN 10 DAYS, RETURN A COPY OF THIS NOTICE WITH A WRITTEN
 DESCRIPTION OF THE IMMEDIATE CORRECTIVE ACTION YOU HAVE TAKEN
 TO PREVENT CONTINUED OR RECURRENT VIOLATION.
 YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.

INSP # _____
 TIME: _____ HRS MAILED

PLEASE PRESS HARD

Continued On Reverse

CALICO WEST (916) 372-0910

Tag Number _____ Date _____ Time _____
 Station Name _____
 Operator's Name _____
 Status _____
 Major _____
 Telept _____
 Inspect _____
 Defect _____
 Totalizer reading When Tagged _____

WARNING
 Use of this device is prohibited by state law and un-authorized removal of this tag or use of this equipment will constitute a violation of the law punishable by a maximum civil fine of \$1,000 per day or a maximum criminal fine of \$500 per day and/or six months in jail.

I declare under penalty of perjury that the device tagged was not used, nor was the tag removed, until the required repairs were effected and the district notified.

Repaired by _____ Title _____
 (Please print)

Signature _____

Date _____ Time _____

Totalizer Reading at Time of Repair _____

Repairs made _____

BEFORE USING THIS DEVICE Telephone your local air pollution control district at _____
 If repairs were made to the nozzle body you must notify the County Department of Weights and Measures.

Ser. # 68244



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

939 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

Violation Settlement

You are charged with violation of the Bay Area Air Quality Management District's Regulations. The California State Health and Safety Code (H&SC) specifies the penalty for such violations can be either Criminal Prosecution (Misdemeanor) or Civil Penalties under one of the following maximums:

| | |
|---------------|-------------------------------|
| H&SC 42402: | \$1,000 per day of violation |
| H&SC 42402.1: | \$10,000 per day of violation |
| H&SC 42402.2: | \$25,000 per day of violation |

Upon notification of compliance with the Regulation cited, the District's policy is to settle violations without the burden of litigation. After a review of this case, the District has elected to treat this as a Civil Penalties matter in accordance with H&SC 42402 listed above.

If you wish to settle this violation on the basis of Civil Penalties, then the District has authorized settlement according to the following procedure:

1. Provide proof in writing, if you have not already done so, that the violation has ceased.
2. Immediately remit payment of the settlement penalty, in the amount listed on the enclosed invoice, with the remittance invoice copy.

Conditional upon completion of items #1 and #2 above, a standard release from further penalty will be provided.

Failure to resolve this issue may result in the filing of a civil action. If you have any questions concerning this matter, please contact the Mutual Settlement representative whose name appears on the enclosed invoice.

**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

938 ELLIS STREET
SAN FRANCISCO, CALIFORNIA 94109
(415) 771-6000

Mar 29, 1989

AMT Petroleum
1230 14th Street
Oakland, CA 94607

ATTN: Som Gupta

RE: Settlement of Notice of Violation Number 1940

Receipt of payment for Invoice Number 28250, in the amount of \$ 67 as settlement in full of the above referenced matter is hereby acknowledged. This settlement shall not constitute an admission of violative conduct nor shall any such admission be inferred in any administrative proceeding.

The District reserves the right to rely upon the alleged violation in connection with any application for a variance, permit revocation or abatement order before the Hearing Board of the District. Additional violations of this District's Regulations may result in increased penalties.

Accordingly, AMT PETROLEUM, and any associated employees, agents, officers or representatives, are hereby released and discharged from any and all claims for civil penalties connected with the incident described in Bay Area Air Quality Management District Notice of Violation Number 1940, issued Jan 26, 1989, which allegedly took place at Oakland, California.

Thank you for your cooperation and courtesy in bringing this matter to a close.

Very truly yours,

Janet Glasgow
Senior Enforcement Specialist
Enforcement Division

REL(4/8/86)



BAY AREA AIR QUALITY MANAGEMENT DISTRICT
 938 ELLIS STREET • SAN FRANCISCO, CA 94109
 (415) 771-6000, Ext. 262 or 263

(Del Nelson)

NOTICE OF VIOLATION No. 10667

| | | | | |
|----------------|-------------------|------|------|------|
| PLANT # N # | GDF # <i>1111</i> | BOOK | PAGE | GRID |
|----------------|-------------------|------|------|------|

MAILING ADDRESS

ISSUED TO: *(F-10) AMI-Industrial* BFD

ADDRESS: *1234 - 4th St*

CITY: *Oakland* STATE: *CA*

ZIP: *94612* TEL: *510-333-1234*

OFFENSE

| | |
|---|---|
| <input type="checkbox"/> PUBLIC NUISANCE REG 1 SEC 301 H & S CODE - 41700 | <input type="checkbox"/> REG 2 RULE 1 SEC 307 FAILURE TO MEET PERMIT CONDITION |
| <input type="checkbox"/> REG 2 RULE 1 SEC 301 NO AUTHORITY TO CONSTRUCT | <input type="checkbox"/> REG 5 SEC 301 PROHIBITED OPEN BURNING |
| <input type="checkbox"/> REG 2 RULE 1 SEC 302 NO PERMIT TO OPERATE | <input type="checkbox"/> REG 6 SEC 301 EXCESSIVE VISIBLE EMISSIONS |
| | <input type="checkbox"/> REG 8 RULE 7 SEC 306 PROHIBITION OF USE |

REG 8 RULE 7 SECTION FOF

1234 - 4th St, Oakland, CA 94612

LOCATION OF VIOLATION

SOURCE *Exp Station* SF _____

EMISSION POINT *7th St (2nd - 4th St)* P# _____

ON (DATE) *2/2/76* TIME _____ HRS. _____

NAME _____

STREET ADDRESS _____ SAME AS ABOVE

CITY _____ ZIP _____

RECIPIENT: NAME *KARNATH SINGH*

TITLE _____

SIGNING THIS NOTICE IS NOT AN ADMISSION OF GUILT

Karnath Singh

SIGNATURE

→ WITHIN 10 DAYS, RETURN A COPY OF THIS NOTICE WITH A WRITTEN DESCRIPTION OF THE CORRECTIVE ACTION YOU HAVE TAKEN TO PREVENT CONTINUED OR RECURRENT VIOLATION. YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.

ISSUED BY: *[Signature]* INSP # *314*

DATE: *2/2/76* HRS. _____ MAILED

PLEASE PRESS HARD



BAY AREA AIR QUALITY MANAGEMENT DISTRICT

939 ELLIS STREET • SAN FRANCISCO, CALIFORNIA 94109 • (415) 771-6000

VAPOR RECOVERY INSPECTION SHEET

STATION 1111111 ADDRESS 1111 11th St

CITY CHICO ZIP 95921 CONTACT 11111

TITLE _____ PHONE (____) _____

NUMBER OF NOZZLES (GASOLINE) 2 SYSTEM TYPE 2-PORT

(DIESEL) _____

SIGNS POSTED? YES NO (POST WITHIN 7 DAYS) _____

INSP# 1111

#MINOR 12

#TAGGED 1

VN# _____

DATE 11/1/77

| NOZZLE NUMBER | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---------------|---|---|----|----|----|----|---|---|---|----|----|----|
| NOZZLE TYPE | | | | | | | | | | | | |
| GAS GRADE | R | R | UL | UL | UL | UL | R | R | | | | |

- NOZZLE**
- NOZZLE TYPE
 - COAXIAL/DUAL PORT (Indicate by "C" or "D")
 - FLOW LIMITER
 - FACE SEAL
 - BELLOWS
 - RING, RIVET, SPRING
 - SWIVELS (Multiplane where applicable)
- HOSE**
- SWIVEL (w/stops where applicable)
 - OVERHEAD RETRACTOR
 - FLAT, TORN, KINKED
 - PRESSURE DROP
 - VACUUM DEVICE
 - PROCESSOR OPERATIONAL
 - TAG NUMBER

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McC Noda Lew

Sub-J Product of the should be replaced, too poor
R-J
UL vapor line
out of market to smooth
(Mist + P)

PHASE I
 2-POINT COAXIAL PARKER HANNIFIN
 IN COMPLIANCE? YES NO
 TANK SIZE: _____ Gal. UL _____ Gal. R _____ Gal. PUL

REMARKS: _____

T = TAG

VAPOR RECOVERY INSPECTION SHEET

1. Tire Valve ADDRESS 1015 - 4th St
 2. 2414 ZIP 94107 CONTACT John Cooper
 3. 2414 PHONE () 415-222
 4. 2 (GASOLINE) SYSTEM TYPE Evaporative
 (DIESEL) _____
 YES NO (POST WITHIN 7 DAYS) _____
 DATE 1/12/94

G# 6251
 INSP# 154
 #MINOR 3
 #TAGGED 1
 VN# KM1D

| NOZZLE NUMBER | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | | | |
|---------------|-----|---|----|----|---|---|----|----|--|--|--|--|--|--|
| NOZZLE TYPE | 150 | | | | | | | | | | | | | |
| GAS GRADE | K | K | UL | UL | R | R | UL | UL | | | | | | |

NO. 1 12. 2 FEET
 13. AL TUAL PORT
 14. (1" or 1.5" or 2")
 15. LIMITER
 16. EXHAUST
 17. MOUNTING
 18. RIVET, SPRING
 19. WASHERS
 20. HOSES
 21. VENTILATOR
 22. TO APLICATION
 23. SEALS
 24. ORNAMENTAL
 25. RIVETS
 26. OPERATIONAL
 27. N/A

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28. COAXIAL PARKER HANNIFIN
 29. LIQUID? YES NO
 30. Gal. UL Gal. R Gal. PUL

31. (POST WITHIN 7 days) C. ATOR (X)

ATTACHMENT 8

"B"

ATTACHMENT 8

"C"



SABEK, INCORPORATED

SABEK, INC.
1045 Airport Blvd.
South San Francisco, CA 94080
Phone No. (415) 588-3088

December 12, 1985

CERTIFIED MAIL

Messrs. Som Gupta and
Paul Garg
1230 14th Street
Oakland, CA 94607

Gentlemen:

It has been brought to my attention that the Oakland Fire Department was called on the evening of December 11, 1985 to the service station located at 1230 14th Street in Oakland. The problem was an apparent leak or spill of gasoline.

According to the terms and conditions of your lease with SABEK, INC., you are responsible for all maintenance and repairs both and below ground.

Please take care of this matter promptly.

Yours truly,

ANDY SABERI .



SABEK, INCORPORATED

SABEK, INC.
1045 Airport Blvd.
South San Francisco, CA 94080
Phone No. (415) 588-3088

December 19, 1985

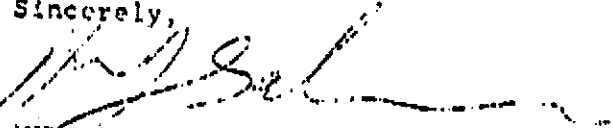
Som D. Gupta, Lalita Gupta and
Krishna Garg
1230 14th Street
Oakland, CA 94607

Re : Texaco Station
1230 14th Street
Oakland, CA 94607

Gentlemen:

With reference to our telephone conversation, this is to confirm that we just found out that the vapor recovery on one of your no lead tank at your Oakland station is not working and this is to notify you that we cannot drop gasoline in that tank until it has been repaired. By law you are requested to report the condition of the tank to Pollution Control.

For the next three weeks we shall bring you short loads without charging you extra so as to allow you to fix the tank in question. If after three weeks the tank has not been fixed, we shall charge you an additional \$25.00 per delivery for short loads.

Sincerely,

ANDY SABERI

load
NOTE: The short/shall only be dropped in the tank that the vapor recovery is working and no delivery shall be made to the tank that the vapor recovery is not working. *AS*



SABEK, INCORPORATED

SABEK, INC.
1045 Airport Blvd.
South San Francisco, CA 94080
Phone No. (415) 588-3088

February 21, 1986

Som D. & Lalita Gupta and
Pawan K. and Krishna Garg
Oakland Texaco Station
1230 14th Street
Oakland, CA

Gentlemen:

On February 19, 1986, my driver notified me that the cap and top part to the underground vapory recovery tube was not fastened properly on the unleaded tank. The rain was getting into the tank because of this problem. The driver notified your attendant on duty about this.

Thursday, February 20, 1986 you called to notify me that there was 10 inches of water in the unleaded tank and you claim it was delivered by us.

This letter is to put you on notice that your water problem is due to your own negligence.

This is also to notify you that no more unleaded gasoline can be delivered by Sabek until the total vapor recovery system is checked out by the Bay Area Air Quality Management District.

My office will contact Air Quality Management about this matter.

Very truly yours,

ANDY SABERI

SABEK, INCORPORATED

PETROLEUM MARKETING

1045 Airport Boulevard
South San Francisco, CA 94080
(415) 588-3088

Feb. 24, 1989

Mr. Som Gupta
Oakland Gas & Mini Mart
1230-14th Street
Oakland, CA 94607

Re: 1230 - 14th Street, Oakland

Dear Mr. Gupta:

Please find enclosed copy of the letter of the City of Oakland which is self explanatory. Per your contract of lease, you have to keep clean the premises at all times.

Please take care of this matter immediately.

Very truly yours,

ANDY SABERI

Encl. : Letter of the City of
Oakland, dtd. 2/22/89.



OFFICE OF COMMUNITY DEVELOPMENT • 1417 CLAY STREET • OAKLAND, CALIFORNIA 94612

DATE February 22, 1989
 AFFECTED ADDRESS 1230-14th Street
 CASE NO. 54125 ZIP CODE 94607

Andy Saberi
 1045 Airport Blvd
 South San Francisco, CA
 94080

NOTICE TO ABATE

Dear Owner:

The property located at 1230-14th Street, Oakland California, was observed on 2-22-89, by a Housing Inspector to be in violation of Sec. H-304 or H-304(a) OHC, i.e.:

- 1) The vacant building is unsecured, affording ingress to unauthorized persons. Section H-304.
- 2) The parcel is overgrown with weeds, rank growth, etc., or is littered with garbage, trash, rubbish or debris. Section H-304(a).

Sections H-304 and H-304(a) OHC state in part (paraphrased): Any building which becomes unsecure or open to unauthorized ingress shall be ordered secured by the issuance of a Notice to Abate. Any parcel which contains weeds, rank growth, rubbish, garbage or debris shall be ordered cleaned by a Notice to Abate. Any such building which remains unsecured or any such parcel which remains uncleaned after a period of ten (10) days from the issuance of said Notice to Abate shall then be ordered secured or cleaned by any appropriate means upon written notice of the Housing Division Official.

This letter constitutes your official notice to abate this violation, to wit: The structure being open to unauthorized ingress or the parcel being littered with weeds, rank growth, garbage, rubbish, debris, scrap material or recyclables.

Failure to secure this structure or to clean this parcel within ten (10) days of this Notice shall result in the City of Oakland having the structure secured or the parcel cleaned and the owner of record being billed for all incurred charges. In addition to these charges, there will be an added \$ 250.00 Administrative Fee to cover the City of Oakland's costs. Approximate charges \$ 350.00 to \$ 400.00.

Section H-307 OHC stipulates that all charges not paid within five (5) days' notice shall be secured by the recording of a lien filed with the Alameda County Recorder's Office. Therefore, to forestall any further action by this Department, you are advised to properly secure the structure or clean the parcel immediately. Thursday, March 2, 1989, at 2:30 p.m. has been set as the time for you to appear if you wish to appeal the conditions of this notice. If you wish to file a written appeal, you may do so by requesting the proper forms. If you have any questions in this regard, please call Housing Inspector Antoinette Holloway at 273-3381, Monday through Friday, 8-9 a.m. or 3:30-4:30 p.m.

cc: Interested Parties

Sincerely,
 HOUSING CONSERVATION DIVISION

Antoinette Holloway For

Darwin O. Test
 Supervising Housing Inspector

cc: HAAB
 Housing Inspector