

FITZGERALD, ABBOTT & BEARDSLEY

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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CARL H. ABBOTT 1867-1933
CHARLES A. BEARDSLEY 1882-1963

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CHRISTOPHER E. REGGIE
MARIA I. LAWLESS
JENNIFER J. BANKER
JULIA L. NYE

August 26, 1993

Juliette Shin
HazMat Specialist
Alameda County Health Services Agency
80 Swan Way, Room 200
Oakland, CA 94621

Dear Juliette:

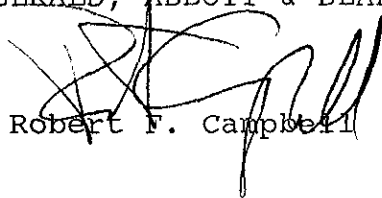
As we discussed, enclosed are the documents you requested. The Sandborn Map (Exhibit "A") was mis-dated but apparently represents either 1948 or 1950. We have requested a correctly dated set from Sandborn. Exhibit "B" is a map of the station as reconstructed by Tidewater with an overlay of the station as it appears to have existed prior to 1950. Exhibit "C" is the station as it was reconstructed by Phillips with the same overlay. Exhibit "D" is a photocopy of four photographs showing the station. Photograph #1 shows the station in 1934. Photograph #2 is believed to have been taken in 1928 or 1929 based on Mrs. Larkin's age (that is her seated in the wagon) and the type of gasoline pumps. Photographs #3 and #4 are looking across the street from the station.

Please keep the overlays provided herein confidential. They are the privileged work product of plaintiffs' attorneys in the Larkin v. Desert, et al. litigation.

Very truly yours,

FITZGERALD, ABBOTT & BEARDSLEY

By

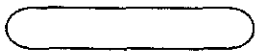
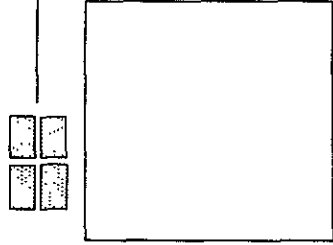

Robert F. Campbell

RFC:lm
Enclosure

93 AUG 27 AM 11:52

FOUR 550 GALLON TANKS
(estimated location)

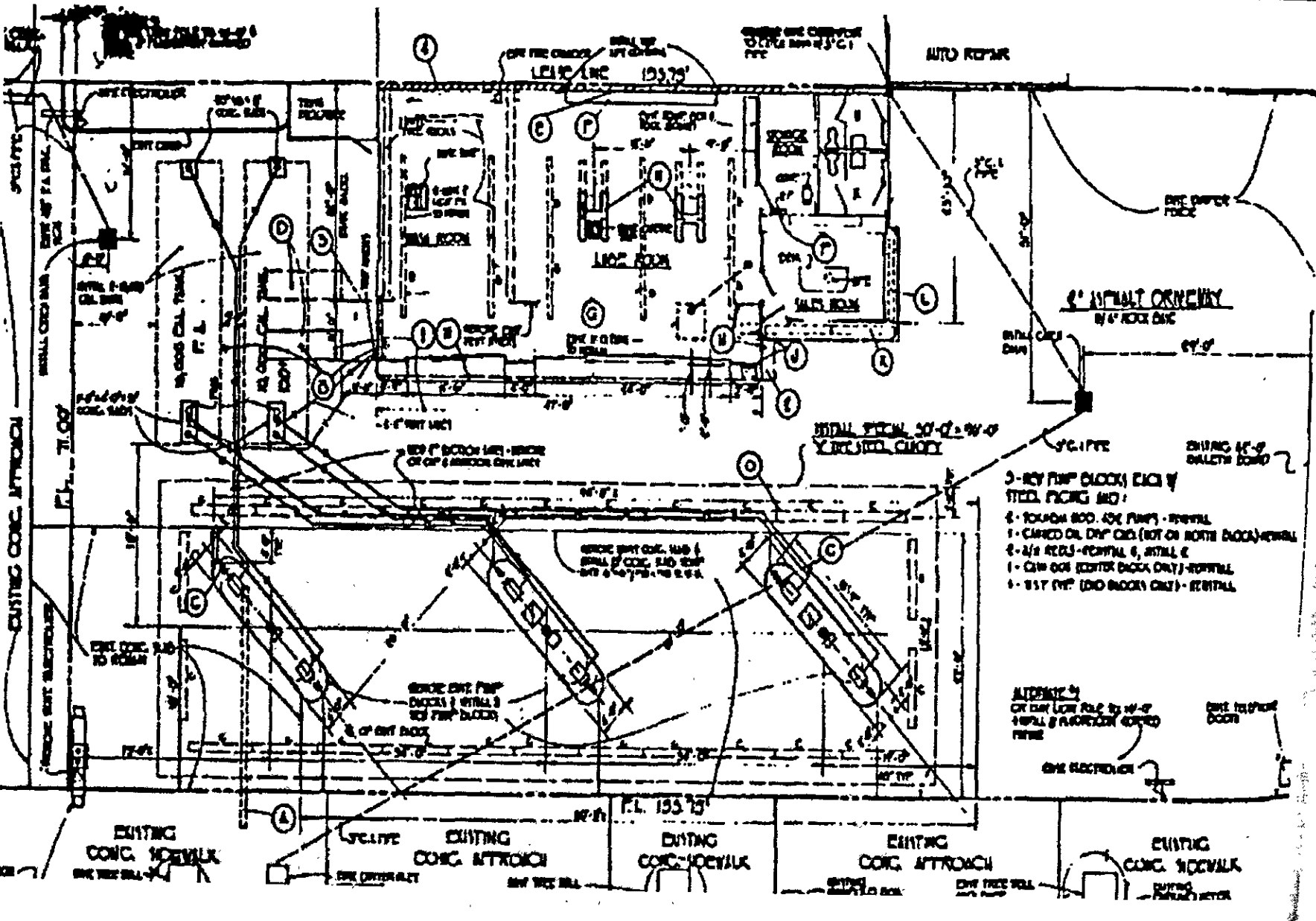
PACIFIC



STATION

PUMR ISLAND

WEBSTER

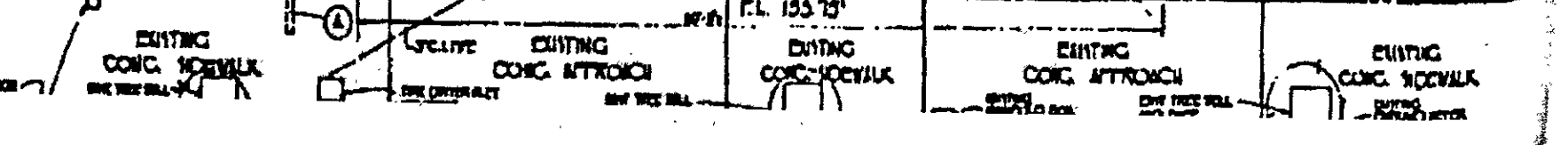


- 3-ROW PUMP BLOCKS EACH W/ STEEL PILING AND:
- 2- TOLSON BOD. FOR PUMPS - RENTAL
 - 1- CARRED OIL DRY CIL (BOT ON NORTH DOCK) - RENTAL
 - 2- 2 1/2 ACES - RENTAL & INSTALL &
 - 1- CUM GAS (CENTER DOCK ONLY) - RENTAL
 - 1- 117 (W/ (DID BLOCK) ONLY) - RENTAL

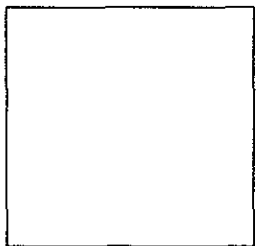
ALTERNATE 2:
 OR ONE LOW PILE BY W-12
 1- PILE & 1- PILE (CONC) CORDED
 PILE

ONE RECEIVER

ONE TELEPHONE
 DOOR



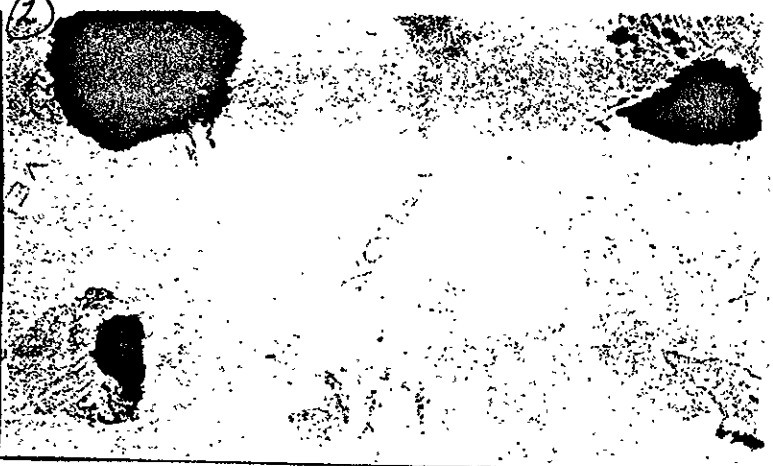
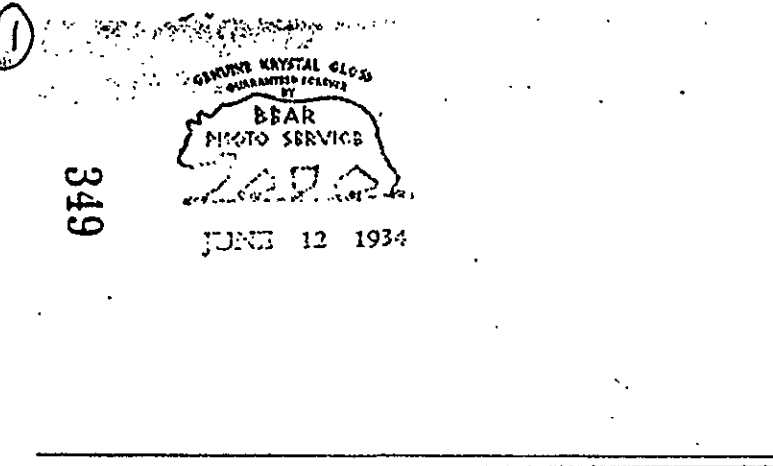
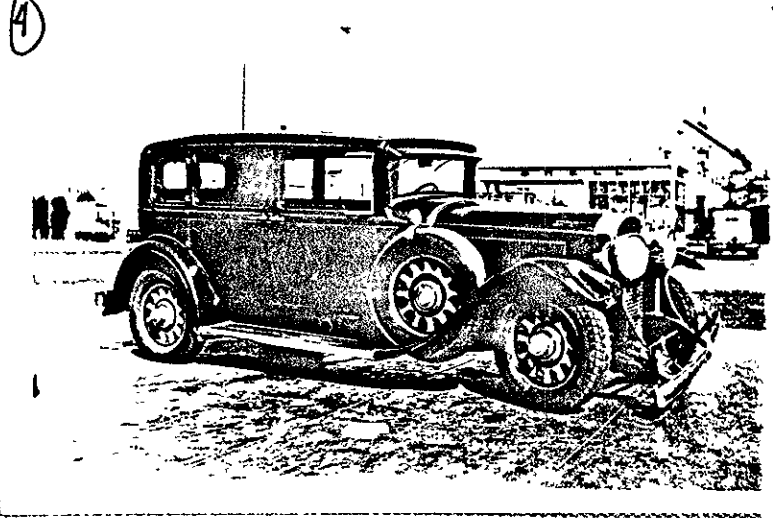
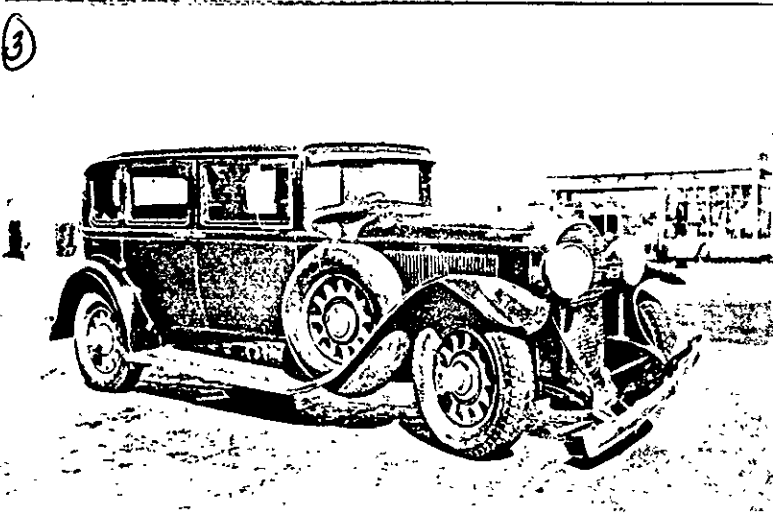
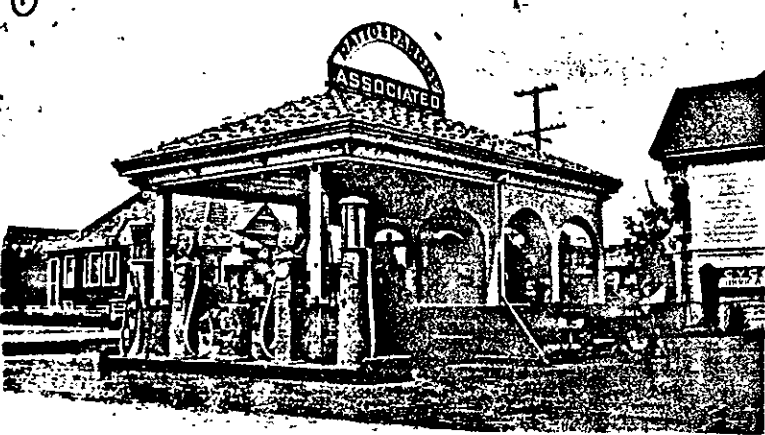
PACIFIC



STATION

PUMP ISLAND

WEBSTER



STATE WATER RESOURCES CONTROL BOARD

DIVISION OF CLEAN WATER PROGRAMS
 2014 T STREET, SUITE 130
 P.O. BOX 944212
 SACRAMENTO, CALIFORNIA 94244-2120
 (916) 227-4413
 (916) 227-4530 (FAX)

OCT 29 1993



Site: 1628 Webster Street
 Alameda, CA 94501

Ms. Jean Larkin
 16 Las Vegas Road
 Orinda, CA 94563

Dear Ms. Larkin:

UNDERGROUND STORAGE TANK CLEANUP FUND, CLAIM NO. 01263

The State Water Resources Control Board (State Board) takes pleasure in issuing the attached Letter of Commitment in an amount not to exceed **\$170,000**. This Letter of Commitment is based upon our review of the corrective action costs incurred to date and your application received on January 17, 1992 and may be modified by the State Board in writing by an amended Letter of Commitment.

The State Board will take steps to withdraw this Letter of Commitment after 90 calendar days from the date of this transmittal letter unless you proceed with due diligence with your cleanup effort. This means that you must take positive, concrete steps to ensure that corrective action is proceeding with all due speed. For example, if you have not started your cleanup effort, you must obtain three bids and sign a contract with one of these bidders within 90 calendar days. If your cleanup effort has already started and was delayed, you must resume the expenditure of funds to ensure that your cleanup is proceeding in an expeditious manner. You are reminded that you must comply with all regulatory agency time schedules and requirements. We constantly review the status of all active claims, and failure to proceed with due diligence will be grounds for withdrawal of this Letter of Commitment. You should read the terms and conditions listed in the Letter of Commitment.

Also attached is a "Reimbursement Request" package. The package includes :

- Instructions for the completion of the "Reimbursement Request" form which must be followed when seeking reimbursement for corrective action costs incurred after January 1, 1988. The instructions booklet contains:
 - Recommended Minimum Invoice Cost Breakdown.
 - A "Certification of Non-Recovery From Other Sources" which must be returned before any reimbursements can be made.
 - A "Bid Summary Sheet" to document data on bids received.
- Three "Reimbursement Request-Underground Storage Tank Cleanup Fund" forms which you must use to request reimbursement of costs incurred.
- Two "Spreadsheets" which you must use in conjunction with your Reimbursement Request.

If you have any questions regarding the Letter of Commitment or the Reimbursement Request package, please contact Blessy Torres at (916) 227-4535.

Sincerely,

Dave Deaner, Manager
 Underground Storage Tank
 Cleanup Fund Program

Attachments

cc: Tom Peacock
 Alameda County Health Agency
 Div of Hazardous Materials
 Dept of Environmental Health
 80 Swan Way, Room 200
 Oakland, CA 94621

Don Dalke
 Regional Water Quality Control Board
 San Francisco Bay Region
 2101 Webster Street, Suite 500
 Oakland, CA 94612

LETTER OF COMMITMENT FOR REIMBURSEMENT OF COSTS

CLAIM NO: 001263

AMENDMENT NO: 0

CLAIMANT: a)J. Larkin, b)J. Ratto & c)R. Ratto
JOINT-CLAIMANT:

BALANCE FORWARD: \$0

CLAIMANT ADDRESS: 16 Las Vegas Road
Orinda, CA 94563

THIS AMOUNT: \$170,000

NEW BALANCE: \$170,000

TAX ID / SSA NO. a) 572-24-5820 b) 556-86-6045 c) 568-64-4136

Subject to availability of funds, the State Water Resources Control Board (State Board) agrees to reimburse Jean Larkin, Jeffrey Ratto and Robert Ratto (claimant) for eligible corrective action costs at 1628 Webster Street, Alameda, CA 94501 (site). The commitment reflected by this Letter is subject to all of the following terms and conditions:

1. Reimbursement shall not exceed \$170,000 unless this amount is subsequently modified in writing by an amended Letter of Commitment.
2. The obligation to pay any sum under this Letter of Commitment is contingent upon availability of funds. In the event that sufficient funds are not available for reasons beyond the reasonable control of the State Board, the State Board shall not be obligated to make any disbursements hereunder. If any disbursements otherwise due under this Letter of Commitment are deferred because of unavailability of funds, such disbursements will promptly be made when sufficient funds do become available. Nothing herein shall be construed to provide the Claimant with a right of priority for disbursement over any other claimant who has a similar Letter of Commitment.
3. Unless modified in writing by the State Board, this Letter of Commitment covers work through Phase III of corrective action work.
4. All costs for which reimbursement is sought must be eligible for reimbursement and the Claimant must be the person entitled to reimbursement thereof.
5. Claimant must at all times be in compliance with all applicable state laws, rules and regulations and with all terms, conditions, and commitments contained in the Claimant's Application and any supporting documents or in any payment requests submitted by the Claimant.
6. No disbursement under this Letter of Commitment will be made except upon receipt of acceptable Standard Form Payment Requests duly executed by or on behalf of the Claimant. All Payment Requests must be executed by the Claimant or a duly authorized representative who has been approved by the Division of Clean Water Programs.
7. Any and all disbursements payable under this Letter of Commitment may be withheld if the Claimant is not in compliance with the provisions of Paragraph 5 above.
8. Neither this Letter of Commitment nor any right thereunder is assignable by the Claimant without the written consent of the State Board. In the event of any such assignment, the rights of the assignee shall be subject to all terms and conditions set forth in this Letter of Commitment and the State Board's consent.
9. This Letter of Commitment may be withdrawn at any time by the State Board if completion of corrective action is not performed with reasonable diligence.

IN WITNESS WHEREOF, this Letter of Commitment has been issued by the State Board this 15th day of October, 1993.

STATE WATER RESOURCES CONTROL BOARD.

BY [Signature]
Manager, Underground Storage Tank Cleanup Fund Program

BY [Signature]
Chief, Division Administrative Services

STATE USE :
CALSTARS CODING :
0550 - 569.02 - 30530
\$