

GREAT WESTERN BANK

A Federal Savings Bank

285 Hamilton Avenue, Suite 325
Palo Alto, California 94301
(415) 853-2670
(415) 321-3370 Fax

April 10, 1996

Michael & Patricia Christianson
1160 Bennett Court
Fremont, CA 94536

**RE: Results of Soil Excavation
at 1150/1160 Bennett Court
Fremont, California 94536**

Dear Mr. & Mrs. Christianson:

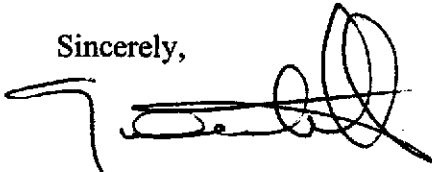
Enclosed please find a copy of the report documenting the soil excavation and disposal activities at the western side of the fence line between the houses located at 1150 and 1160 Bennett Court, in Fremont, California.

As noted in the Conclusions on Page 5-1, no TPH compounds were detected in any of the four confirmation soil samples collected following soil excavation.

Mr. Paul M. Smith of the Alameda County Health Care Services Agency has received a copy of this report. I anticipate Mr. Smith will be issuing a letter to grant closure on this case within the next two - three weeks. Upon receipt of this letter, I will send you a copy for your records.

I appreciate your cooperation during this work and ask that you contact me if you have any additional questions.

Sincerely,



Steve Mitchell
Regional Vice President
Environmental Management

SM/yb

Attachment

cc: Jean Christensen
Julie Ngim
Gilbert Reyes
Paul M. Smith
Andrea Vogel

GREAT WESTERN BANK

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285 Hamilton Avenue, Suite 325
Palo Alto, California 94301
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(415) 321-3370 Fax

January 25, 1996

Mr. Paul M. Smith
Alameda County Health Care Services
1131 Harbor Bay Parkway
Alameda, CA 94502-6577

**RE: 1150 Bennett Court
Fremont, CA**

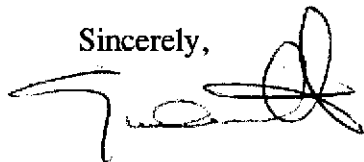
Dear Mr. Smith:

Enclosed please find a check payable to the Alameda County Environmental Health Department for oversight related to the above subject site.

The excavation of the contaminated soil at 1160 Bennett Drive is tentatively scheduled for January 29, 1996. Jean Christensen of SECOR will coordinate this work with you.

Please contact me with any additional questions you may have regarding this site.

Sincerely,



Steve Mitchell
Regional Vice President
Environmental Management

SM/yb

Enclosure

cc: Jean Christensen
Julie Ngim
Gilbert Reyes



Great Western Bank,
A Federal Savings Bank
P O Box 1020
Northridge CA 91328

UNION BANK
455 S FIGUEROA ST
LOS ANGELES CA 90071

20018433

18-77
1220

Pay

DATE	AMOUNT
01/23/96	*****500.00

FIVE HUNDRED AND 00/100 *****

Dollars

TO ALAMEDA COUNTY
THE ENVIRONMENTAL HEALTH DEPT
ORDER 1131 HARBOR BAY PARKWAY
OF ALAMEDA CA 94502

J. Walker
PRESIDENT

" 20018433" @ 22000771: 1050280604"

Great Western Bank,

UNION BANK

130.1025

STUB CHECK NO. 20018433
1 of 1 DATE 01/23/96

INVOICE		PAYMENT ADVICE	VOUCHER NUMBER	NET
NUMBER	DATE			
ST 542667 ENVIRONMENTAL	01/08/96	RE: 1150 BENNETT CT	5040897	500.00 ✓
<p>RECEIVED</p> <p>JAN 25 1996</p> <p>ENVIRONMENTAL MNGT</p> <p>1/30/96 Lestie, Please deposit to site mit project # 5747 and also print me out a time sheet. Thanks Paul</p>				
Totals				500.00

VENDOR NO. 184751 NAME ALAMEDA COUNTY

GREAT WESTERN BANK

A Federal Savings Bank

January 10, 1996

285 Hamilton Avenue, Suite 325
Palo Alto, California 94301
(415) 853-2670
(415) 321-3370 Fax

Michael and Patricia Christianson
1160 Bennett Court
Fremont, CA 94536

**RE: Site Access for Soil Removal at
1160 Bennett Court
Fremont, CA 94536**

Dear Michael and Patricia:

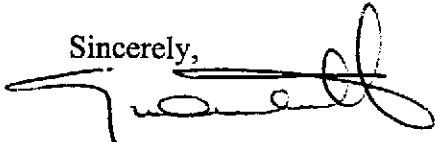
Attached please find two copies of a Site Access Agreement and Work Plan for the removal of impacted soil at the property located at 1160 Bennett Court, Fremont.

Upon receiving your signed acceptance of this agreement, I will coordinate with you, Paul Smith of the Alameda County Health Care Services Agency, and Jean Christensen of SECOR to have this work performed.

Please be aware that once soils have been excavated and placed in drums, the drums will need to remain on your property until samples of the soil have been analyzed for soil disposal in a Class II Landfill. Once the soil has been characterized, I will have the drums of soil removed and disposed of in an appropriate disposal facility. Additionally, the excavated area will be back filled with clean soil.

Please sign both Access Agreements and return one copy to me. If you have any questions regarding the agreement please do not hesitate to call me.

Sincerely,



Steve Mitchell
Regional Vice President
Environmental Management

SM/yb

Attachment

cc: Julie Ngim
Gilbert Reyes
Paul Smith
Andrea Vogel

C:\WP51\MITCHELL\011096\MC.LT1

56 JAN 11 PM 2:04

NOTIFICATION
ENVIRONMENTAL

Mr. Paul M. Smith
Alameda County Health Care Services Agency
December 21, 1995
Page 3

The analytical results of the soil samples indicate that soils at the 1160 Bennett Court property have been impacted by TPH. Based on the fact that the original data indicated TPH concentrations of 100,000 ppm, aeration, natural degradation and the introduction of nitrogen are believed to have decreased the concentrations to their present levels.

Scope of Work for Soil Removal

The area of soil which was impacted by the release is approximately 10 to 12 inches deep, 24 inches wide and 12 feet long and appeared to be obvious based on looseness of the soil. *SECOR* proposes to remove all of the soil which was obviously excavated (approximately 1 cubic yard). The soil will be hand excavated and placed into Department of Transportation (DOT)-approved 55-gallon drums. *SECOR* will collect four confirmation soil samples once the excavated soil is removed. The confirmation samples will be analyzed for total petroleum hydrocarbons as diesel (TPHd) and total petroleum hydrocarbons as motor oil (TPHmo) using EPA Method 8015 modified. Soil disposal characterization samples will be collected and analyzed by the subcontractor handling the soil excavation, transport and disposal. The drums will be disposed of in an appropriate disposal facility, based on the analytical data. *SECOR* assumes that the soil will be disposed of in a Class II landfill. The excavated area will be backfilled with clean soil which will be placed but not compacted.

SECOR will prepare a report describing the soil remediation activities. All work will be conducted in accordance with a Health and Safety plan prepared by *SECOR*.

If you have any questions regarding this work plan or the project in general, please do not hesitate to contact me at our Concord office at (510) 686-9780.

Sincerely,

SECOR International Incorporated



Jean M. Christensen, REA
Principal Scientist

Attachments: 1 - Figure 1 - Site Location Map
2 - Figure 2 - Site Plan
3 - Table 1 - Summary of Analytical Results

cc: Julie Ngim, Great Western Bank
Steve Mitchell, Great Western Bank

RECEIVED

JAN 10 1996

ACCESS AGREEMENT

ENVIRONMENTAL MNGT

THIS ACCESS AGREEMENT (this "Access Agreement") is made as of January 10, 1996 by and between MICHAEL AND PATRICIA CHRISTIANSON ("Grantor"), and GREAT WESTERN BANK, A FEDERAL SAVINGS BANK ("Grantee"), with reference to the following Recitals:

RECITALS:

A. Grantor is the owner of that certain real property (the "Grantor Property") located at 1160 Bennett Court in the City of Fremont, County of Alameda, State of California, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

B. Grantee is the owner by foreclosure of that certain real property (the "GWB Property") located at 1150 Bennett Court in the City of Fremont, County of Alameda, State of California, as more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

C. In 1990 Melvin Moore, a predecessor in title to the GWB Property, poured hazardous materials along the property line between the Grantor Property and the GWB Property.

D. On April 17, 1992 Grantor requested that the Alameda County Environmental Health Department (the "Department") inspect an area of stained soil located along said property line (the "Access Area"), which staining apparently resulted from the hazardous materials previously poured there.

E. The Alameda County Health Care Services Agency indicated to the then-current owner of the GWB Property, Colleen & Melvin Sequeira, in a letter dated September 26, 1995, that illegal disposal of hazardous waste had occurred impacting the Grantor Property, and that a work plan to address the resulting contamination should be submitted to the Department.

F. In the interim, Grantee had taken title to the GWB Property pursuant to a trustee's sale. The Trustee's Deed conveying title to Grantee was recorded on August 23, 1995 in the Official Records of Alameda County, California as Instrument No. 95189472.

G. Grantee has submitted a work plan and desires to remove and remediate the contaminated soil at the Access Area.

H. Grantee wishes to obtain from Grantor, and Grantor is willing to grant to Grantee and Grantee's designated representatives, access to the Access Area, the approximate location of which is more particularly depicted on Exhibit "C" attached hereto and by this reference incorporated herein, to conduct the soil removal and remediation more fully described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants to Grantee and its agents, employees, consultants, attorneys, engineers, contractors, and subcontractors (collectively, "Grantee's Representatives"), including, without limitation, SECOR International Incorporated ("SECOR"), a temporary and revocable right of entry onto the Grantor Property, and access over and across the Grantor Property to the Access Area. This right of entry and grant of access is for the sole purpose of remediating the specific hazardous material contamination described in the Recitals above. Such right of entry and grant of access shall include the right of any of the Grantee's Representatives to perform (at Grantee's sole cost and expense) the excavation, soil removal, soil testing, transport and disposal necessary to remediate the contamination of the soil at the Access Area more particularly described on that certain Work Plan for Soil Removal prepared by SECOR dated December 21, 1995 attached hereto as Exhibit "D" (the "Work"), and shall also include the right of vehicular and pedestrian access to the Access Area in order to accomplish the Work.

2. This Agreement shall continue in full force and effect until the earlier to occur of full completion of the Work or six (6) months after the date of this Agreement.

3. In connection with Grantee's or Grantee's Representatives' exercise of any of the rights granted herein, Grantee or Grantee's Representatives' shall (a) remove or cause to be removed any and all equipment, soil, cuttings, waste, debris or materials used, generated or placed on the Grantor Property pursuant to this Agreement upon the earlier to occur of the termination of this Agreement or the termination of the activity

requiring the use of such equipment or materials, and (b) promptly repair any damage to the Grantor Property which occurs in connection with any such exercise of Grantee's rights. In addition, Grantee's or Grantee's Representatives' exercise of any of the rights granted herein (i) shall not materially interfere with the use and enjoyment of the Grantor Property by Grantor, and (ii) shall not materially affect or block Grantor's or any such parties' access to and from the Grantor Property.

4. Grantee hereby agrees that any and all of Grantee's or Grantee's Representatives' activities upon the Grantor Property pursuant to this Agreement shall be performed (a) in compliance with all applicable laws, (b) in accordance with good and safe business practices, and (c) so as to minimize interference with the conduct of business upon the Grantor Property. Grantee shall not suffer or permit to be enforced against the Grantor Property any mechanic's, materialmen's, contractor's or subcontractor's liens arising from Grantee's or Grantee's Representatives' activities upon the Grantor Property pursuant to this Agreement, and Grantee shall pay any and all such liens before any action is brought to enforce such liens.

5. Grantee hereby agrees to defend, indemnify and hold Grantor harmless from and against any and all liabilities, losses, damages, claims, costs and expenses actually incurred by Grantor (including without limitation actual attorneys' fees) to the extent caused by the gross negligence, willful misconduct or breach of this Agreement by Grantee or Grantee's Representatives in performing activities on the Grantor Property pursuant to this Agreement.

6. This Agreement contains the entire agreement and understanding between the parties hereto relating to the rights herein granted and the obligations herein assumed, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, are hereby merged herein. Any oral representation or modification concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute an original hereof, but all of which when taken together shall constitute one and the same agreement.

8. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. This Agreement shall be interpreted and enforced under the laws of the State of California.

10. In the event of any controversy, claim or dispute relating to this Agreement or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and court costs in such amount as may be determined by a court having jurisdiction over such matter.

11. Grantor and Grantee hereby agree that nothing contained in this Agreement shall create any agency relationship between Grantor and Grantee, and that Grantee or Grantee's Representatives shall have no right or authority to act on behalf of Grantor.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their successors, assigns and personal representatives.

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute this Agreement as of the date first above written.

"GRANTOR"


Michael Christianson

Patricia Christianson

"GRANTEE"

GREAT WESTERN BANK,
a Federal Savings Bank

By:



Steve Mitchell,
Vice President

EXHIBIT "A"

Legal Description of the Grantor Property

EXHIBIT "A"

Legal Description of the Grantor Property

Lot 16, Tract 3792, filed May 5, 1977, Map Book 95, Page 15, Alameda County Records.
A.P.N. # 507-0782-040

EXHIBIT "B"

Legal Description of the GWB Property

EXHIBIT "B"

Legal Description of the Grantee Property

Lot 17, Tract 3792, filed May 5, 1977, Map Book 95, Page 15, Alameda County Records.
A.P.N. # 507-0782-039

EXHIBIT "C"

Depiction of the Access Area

SITE SAFETY PLAN REQUIREMENTS

According to 29 CFR 1910.120 subparagraphs (a) (1) and (b) (8), a Site Safety Plan shall be available to employees, contractors, and subcontractors involved in:

- (1) Hazardous substance response operations under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended..., including initial investigations and CERCLA sites before the presence or absence of hazardous substances has been ascertained;
- (2) Major corrective actions taken in clean-up operations under the Resource Conservation and Recovery Act of 1976 as amended...;
- (3) Operations involving hazardous waste storage, disposal and treatment facilities regulated under 40 CFR Parts 264 and 265 pursuant to RCRA, except for small quantity generators and those employers with less than 90 days accumulation of hazardous wastes as defined in 40 CFR 262.34;
- (4) Hazardous waste operations sites that have been designated for clean-up by state or local governmental authorities; and
- (5) Emergency response operations for releases of or substantial threats of releases of hazardous substances and post-emergency response operations for such releases.

Per 29 CFR 1910.120 (i) (2) (i), Site Safety Plans shall address the following:

- (a) Names of key personnel; alternates responsible for site safety and health; appointment of a Site Safety and Health Officer.
- (b) A safety and health risk analysis for each site task and operation.
- (c) employee training assignments.
- (d) Personal protective equipment to be used by employees for each of the site tasks and operations being conducted.
- (e) Medical Surveillance requirements.
- (f) Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentations to be used. Methods of maintenance and calibration of monitoring and sampling equipments to be used.
- (g) Site control measures.
- (h) Decontamination procedures.