

Detterman, Mark, Env. Health

From: Kristene Tidwell [Ktidwell@broadbentinc.com]
Sent: Friday, September 26, 2014 12:12 PM
To: Detterman, Mark, Env. Health
Cc: Rob Miller; charles.carmel@bp.com
Subject: FW: Adobe Reader user sent you a file
Attachments: Well Transfer Agreement 11104.pdf

Hi Mark-

Attached is the well transfer agreement signed by Delong oil for ACEH Case No. RO 281, Former BP 11104 located at 1716 Webster Street in Alameda. This agreement transfers ownership of all Site wells to Delong oil for purposes to obtain data for their environmental case. Destruction of these wells are now the responsibility of Delong Oil. Therefore, on behalf of Atlantic Richfield Company, we request a final Case Closure letter be issued for Case No. RO 281. Please feel free to call me with any questions or concerns.

Thank you,
Kristene Tidwell, PG, CHG
Associate Hydrogeologist/ Office Manager

NOTE: OUR OFFICE HAS MOVED TO THE NEW ADDRESS BELOW

4820 Business Center Drive, Suite 110
Fairfield, CA 94534
[[T] 707-455-7290 . [F] 707-863-9046 . [C] 707-430-7133 ktidwell@broadbentinc.com

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-----Original Message-----

From: Delongliu [<mailto:delongliu@yahoo.com>]
Sent: Wednesday, September 24, 2014 8:20 AM
To: Kristene Tidwell
Subject: Adobe Reader user sent you a file

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2247 / Virus Database: 4015/7766 - Release Date: 09/24/14

Re: Former BP Station 11104
1716 Webster Street, Alameda California
ACEH RO00000281-

Dear Mr. DeLong Liu:

Atlantic Richfield Company, on behalf of BP Products North America Inc. ("BP"), was performing certain environmental work at the referenced property (the "Site") as required by the Alameda County Department of Environmental Health (ACEH). ACEH has granted closure status to the referenced property, as indicated in the enclosed correspondence from ACEH.

BP is the legal and rightful owner of six monitoring wells (collectively, the "Wells"), as outlined on the attached site plan. ACEH has suggested that BP offer to transfer ownership of the wells to DeLong Oil as the current owner and/or operator of the Site, due to potential future monitoring requirements that DeLong Oil may have. BP is willing to transfer ownership of the Wells to DeLong Oil, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the following terms:

1. DeLong Oil is responsible for obtaining necessary access rights from owners and occupiers of the real estate property where the Wells are located and for ensuring that all applicable permits and obligations required by any governmental agency in connection with the construction, operation, maintenance, or use of the Wells are properly transferred to DeLong Oil.
2. DeLong Oil is responsible for well head maintenance, sampling and monitoring, compliance with permitting and any other governmental requirements, and proper abandonment of the Wells at the completion of their use.
3. DeLong Oil hereby accepts the Wells in "AS IS" "WHERE IS" condition. **BP DOES NOT WARRANT THE FITNESS OR CONDITION OF THE WELLS FOR ANY PARTICULAR USE OR PURPOSE. BP EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CONDITION, DESIGN, OPERATION, CAPACITY OR OTHERWISE.**
4. DeLong Oil shall defend, indemnify and hold BP harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgment, including reasonable attorneys fees, resulting from DeLong Oil's failure to comply with governmental requirements, from injuries to persons or damage to property, or which arise out of, relate to or in any way are connected to the use, maintenance, condition, or location of the Wells after the transfer of ownership to DeLong Oil.
5. DeLong Oil understands and acknowledges that the Wells may contain residuals of gasoline or other liquids which are flammable, toxic and explosive and that said gasoline or other flammable liquids may be hazardous or poisonous.
6. The provisions of this agreement shall be deemed to run with the property to the fullest extent provided by law, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This offer will remain open until 1:00 p.m. PST time on September 26, 2014. If not accepted by that time, the offer is rescinded and BP will take appropriate steps to abandon the Wells.

Please indicate your acceptance of the above terms and conditions by signing below and returning a signed copy to me. The transfer of ownership of the Wells will be effective upon my receipt of a signed copy of this letter.


Sincerely,

Chuck Carmel
Remediation Management
Operations PM

Atlantic Richfield Company
(a BP affiliated company)
P.O. Box 1257
San Ramon, CA 94583
Phone: 925.275.3803
Fax: 925.275.3815
Email: Charles.Carmel@bp.com

ACKNOWLEDGED AND AGREED

DeLong Oil

By:  _____
Name: De liu _____
Title: Owner _____
Date: 09/22/14 _____