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By Alameda County Environmental Health 8:57 am, Mar 16, 2017

7 pages

DATE	NAME
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ENVIRONMENTAL AGREEMENT

THIS ENVIRONMENTAL AGREEMENT ("Agreement") is entered into by and between TEXACO DOWNSTREAM PROPERTIES INC., a Delaware corporation ("TDPI"), and ANTHONY LITTLE ("Owner").

RECITALS

- A. Owner holds record title to certain real property located at 5815 Market Street, in the City of Oakland, County of Alameda, State of California (the "Property");
- B. Texaco Downstream Properties, Inc. is the successor to Texaco Refining and Marketing Inc. (hereinafter "TRMI") relating to service station operations conducted on the Property as described below;
- C. TDPI's predecessor, TRMI, previously leased the Property for the purpose of operating a retail service station facility, commonly known as Service Station No. 885.
- D. TRMI terminated the Lease and vacated the Property in 1976;
- E. Petroleum hydrocarbons and motor vehicle fuel additives may be present on or under the Property; and
- F. The parties wish to provide for the investigation and, if necessary, cleanup of any such contaminants.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth below, the parties agree as follows:

**1. COVERED CONTAMINATION**

As used herein, "Covered Contamination" means environmental contamination that must be remediated pursuant to applicable federal, state or local laws and regulations in effect on the date that Owner(s) execute this Agreement ("Effective Date") and which either (a) is located on the Property on the Effective Date, or (b) is now or hereafter located off the Property but which, in either case, originated from TRMI's operations and activities on the Property prior to the Effective Date.

**2. CLEANUP**

(a) TDPI shall, at its sole cost and expense, perform or cause to be performed such investigation, monitoring, and cleanup of Covered Contamination, as may be validly directed by government agencies having jurisdiction (collectively "Agency"), in accordance with applicable commercial or industrial standards ("Agency Cleanup"). TDPI shall have the right to challenge.

any Agency directive, order or request and not assume responsibility therefore if its challenge is based on a good faith belief that the contamination which is the subject of the directive, order or request does not meet the definition of Covered Contamination for which TDPI would be liable under this Agreement. TDPI agrees to prepare a formal Work Plan or equivalent document describing the investigation, monitoring, and cleanup to be performed and to complete the work under the Work Plan (the "Work"). When the performance of the Work has been completed, TDPI shall submit a final report and request that a "No Further Action" letter ("NFA Letter") be issued. Except as is otherwise provided in Paragraph 0 (Indemnity) below, TDPI's obligation under this Paragraph 2 shall cease when an NFA Letter has been issued by the Agency.

(b) TDPI's obligation to cleanup the Covered Contamination shall extend not only to Owner, but also to (i) Owner's successor(s)-in-interest who may take title to the Property prior to the issuance of an NFA Letter and within fifteen (15) years of the Effective Date of this Agreement; (ii) such Lenders or parties who may take a security interest of record in the Property prior to the issuance of an NFA Letter and within fifteen (15) years of the Effective Date of this Agreement, and takes title to the Property ("Successors"). Any Successors taking record title to the Property or party securing an obligation of record against the Property on a date which is later than the issuance of an NFA Letter or later than fifteen (15) years from the Effective Date of this Agreement, shall not be entitled to any protection under this Paragraph 2

### 3. MANNER OF PERFORMANCE

(a) The Work. Except as may otherwise be provided herein, TDPI shall perform the Work in a manner and at times which will not unreasonably interfere with Owner's use of the Property.

(b) Reports. TDPI shall promptly provide Owner with copies of any final reports, correspondence, work plans, and such other documents as may be provided by TDPI to the Agency, and any Agency comments or approvals, regarding the Work performed on the Property.

(c) Risk Based Clean-up. Owner acknowledges that TDPI may request authority from the Agency to leave a portion of the Covered Contamination in excess of the Agency clean-up levels, based upon a risk based clean-up study and report submitted to the Agency. Owner agrees that it shall not interfere with or take any action which is inconsistent with acceptance by it as the owner of the Property, of the use of a risk based clean-up approach by TDPI. If Owner shall for any reason request a meeting with any Agency regarding the Property or the performance of the Work, Owner shall provide TDPI with reasonable advance notice of any such requested meeting, such that TDPI may attend. Owner shall not communicate in writing to any Agency without first providing a copy of such written communication to TDPI at least ten (10) days in advance of the submission to the intended written communication to the Agency. Owner shall provide TDPI with copies of any and all written communication received by it from the Agency.

(d) Material Spill. Should a material spill (as defined below), leak or other release of contamination occur either on or off the Property following the Effective Date of this Agreement, and while TDPI is engaged in the performance of the Work, and such contamination is unrelated to TDPI's retail service station operations and is not due to TDPI's negligence in conducting said Work, then: (i) TDPI shall remain obligated to perform the Work related to the Covered

Contamination, as provided in this Agreement; (ii) Owner shall be responsible for any and all costs of investigation, remediation, and monitoring beyond the scope of TDPI's responsibilities under this Agreement; (iii) any indemnity obligation which TDPI may have relating to Covered Contamination under Paragraph 0 (4. Indemnity) shall terminate; and (iv) Owner shall thereafter release, indemnify and hold TDPI harmless from and against all claims, expenses, losses and liabilities related to the material release. A release of contamination shall be deemed to be material, if it makes the performance of the Work by TDPI significantly more difficult or significantly extends the time required to complete such Work. Any investigation, remediation, and monitoring of the Property which may be required with regard to any such subsequent release of contamination shall be the sole responsibility of Owner.

(e) Notice to TDPI Prior to Construction. So long as TDPI is obligated to perform the Work pursuant to the terms of this Agreement, Owner shall give TDPI reasonable advance notice of any change in the intended use of the Property and/or construction plans.

(f) Access Granted / Notice to Owner. Owner shall provide TDPI with access to the Property to perform the Work, at all reasonable times, and for as long as TDPI is obligated to perform the Work pursuant to the terms of this Agreement. TDPI shall provide Owner with advance notice of its intended time of access.

(g) Compliance. TDPI shall conduct the Work in a manner consistent with safe operations and in compliance with the requirements and timeframes established by the Agency.

(h) Restoration. If entry onto the Property by TDPI, or exercise by TDPI of any of its rights or obligations under this Agreement, result in any physical damage to the Property (ordinary wear and tear excepted), TDPI shall promptly repair and restore the portions of the Property damaged to substantially the same condition as existed prior to the damage or exercise of such right or obligation.

#### 4. INDEMNITY

(a) TDPI agrees to indemnify, defend and hold Owner harmless from and against any liabilities, claims, lawsuits, damages, losses arising from: (i) claims or suits by third parties (other than former or subsequent owners or occupiers of the Property) relating to the Covered Contamination or the performance of the Agency Cleanup by TDPI on the Property; and (ii) any demand or requirement imposed by any Agency that any investigation or clean-up action be taken regarding Covered Contamination on the Property. TDPI shall not be responsible for any claims, damages, or losses to the extent caused by the willful misconduct or negligence (whether passive, concurrent or active) of any party asserting any right under this Paragraph 0.

(b) Except as otherwise specified below, TDPI's indemnity obligation shall extend not only to Owner, but also to Owner's Successors, as defined in Paragraph 2 (Cleanup). Any Successor taking record title to the Property or party securing an obligation of record against the Property on a date which is later than the issuance of an NFA Letter as described in Paragraph 2 (Cleanup) of this Agreement or later than fifteen (15) years from the Effective Date of this Agreement, shall not be entitled to any protection under this Paragraph 0.

(c) Owner, Owner's successors-in-interest, or any party holding a security interest in the Property, who claim a right to be indemnified by TDPI under this Agreement, shall not be entitled to such indemnification unless: (i) said party agrees in writing to be bound by the terms of this Agreement; and (ii) after receiving notice of any such third party claim, suit, or required government action, they provide TDPI with reasonable advance written notice of the claim or suit, and a demand that TDPI honor its obligation under Paragraphs 2 (*Cleanup*) and this Paragraph 0 (4. Indemnity). This Agreement affects no waiver of the parties' rights at law, except as specifically provided herein.

(d) Any person benefiting from the indemnification set forth in this Paragraph 0, either now or in the future, shall be deemed not to be a third person or party.

#### 5. RELEASE

In exchange for the indemnity TDPI has provided under this Agreement, Owner hereby releases and forever discharges TDPI and its affiliates and subsidiaries, from any and all liabilities, claims, lawsuits, damages, losses that Owner now has or may have in the future arising out of or in any way related to the Covered Contamination, except with regard to TDPI's compliance with its obligations under this Agreement.

#### 6. INSURANCE

In lieu of insurance coverage, TDPI maintains a self-administered claims program with respect to its duties hereunder. TDPI shall require contractors who perform the Work under this Agreement to maintain liability insurance coverage in accordance with TDPI's standard practices. Upon Owner's written request, TDPI's contractors shall name Owner as an additional insured.

#### 7. LIENS

TDPI shall discharge at once or bond or otherwise secure against all liens and attachments that are filed in connection with the Work, and shall indemnify and save Owner and the Property harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly from such liens and attachments.

#### 8. NOTICES

Any notices required to be made under this Agreement shall be made in writing to the address of the appropriate party as set forth below. All such notices shall be deemed to have been duly given and received upon mailing, facsimile, or delivery by courier or personal delivery service. If a party delivers a notice by means of facsimile transmission, it must also send a copy of that notice by one of the other means specified above. Parties may alter or modify their notice address by delivery of written notice pursuant to the terms of this Agreement.

To TDPI:

*Dana Thurman*

Chevron Environmental Management Company  
Retail & Terminal Business Unit  
P.O. Box 6004  
San Ramon, CA 94583  
Attn: Property Specialist  
Phone: (925) 842-9559  
Fax: (925) 842-8370

To Owner:

Anthony Little  
628 Edgebrook Drive  
Las Vegas, NV. 89145  
Phone: (702) 306-7536

**9. APPLICABLE LAW**

This Agreement shall be interpreted, and any dispute arising hereunder shall be resolved, in accordance with the substantive laws of the State of California, without reference to choice of law rules.

**10. ALTERNATIVE DISPUTE RESOLUTION (ADR)**

If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to pursuing other legal remedies:

(a) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, who will attempt in good faith to negotiate a resolution of the dispute.

(b) If within fifteen (15) days after the meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation using a mediator who is mutually acceptable, and to bear equally the costs of the mediation.

(c) The parties agree to participate in good faith in the mediation process related to their dispute for a period of thirty (30) days from the commencement of mediation. If the parties are not successful in resolving the dispute through mediation, then:

(1) the parties may agree to submit the matter to binding arbitration or a private adjudicator; or

(2) either party may initiate litigation upon ten (10) days advance written notice to the other party.

**11. COUNTERPARTS**

This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. The parties agree that this Agreement shall be considered signed when a copy of the last page of this Agreement bearing the signature of a party is delivered to the other parties by facsimile transmission. Such facsimile shall be treated in all respects as having the same effect as an original signature.

**12. INTEGRATION**

This document represents the entire agreement between the parties. No modification of the terms hereof shall be effective unless in writing and duly executed by the authorized representatives of the respective parties.

**13. NO ADMISSION OF LIABILITY**

The parties acknowledge and agree that neither this Agreement, the act of entering into it, or any act or omission pursuant hereto shall be construed as an admission of any nature.

**14. ATTORNEYS' FEES**

If after following the process set forth at Paragraph 0 (ADR) above, any party to this Agreement should bring an action against the other to enforce the terms of this Agreement, the substantially prevailing party as determined by a court with competent jurisdiction shall be entitled to receive such a sum as reasonable attorneys' fees as shall be determined by the court in said proceeding.

**15. NO WAIVER BY OWNER**

Nothing contained in this Agreement shall be construed in any manner to be a waiver by Owner of any claim it may have against TDPI relating to the condition of the Property.

**16. CAPTIONS**

The captions and headings used throughout this Agreement are for convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit describe, explain, modify, amplify or aid in the interpretation, consideration or meaning of any provisions or the scope or the intent of this Agreement.

**17. COMPLIANCE WITH LAWS**

Throughout the term of this Agreement, TDPI and Owner shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction over the Property.

**18. SEVERABILITY**

If any part, clause or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, in no event shall either party be deprived of a material consideration by operation of this provision.

**19. FIDUCIARY RELATIONSHIP**

TDPI shall not for any reason, in the performance of the Work required by the terms of this Agreement, be considered to have a fiduciary relationship with Owner.

**20. BINDING EFFECT**

Subject to the limitations set forth in Paragraphs 2 (Cleanup) and 0 (4. Indemnity), this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**21. WARRANTY OF AUTHORIZED SIGNATORIES**

Owner warrants and represents that Owner owns the Property and has authority to enter into this Agreement. Each of the signatories hereto warrants and represents that he or she is

competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Effective Date set forth above.

**TDPI:**

Dated: Aug. 1, 2006

**TEXACO DOWNSTREAM  
PROPERTIES INC., a Delaware  
corporation**

By: Frank G. Soler  
Name: Frank G. Soler  
Its: Secretary

**OWNER:**

Dated: 7/28, 2006

**ANTHONY LITTLE**

Anthony Little



Dana R. Thurman  
Property Specialist  
Retail and Terminal  
Business Unit

Chevron Environmental  
Management Company  
6001 Bollinger Canyon Road  
San Ramon, CA 94583  
Tel (925) 842-9559  
Fax (925) 842-8370  
dthurman@chevron.com

January 10, 2007

Barry Klein  
Prudential Realty

Re: Former Texaco Service Station #885  
5815 Market Street  
Oakland, California

Dear Mr. Klein:

This letter will confirm that as per that certain Environmental Agreement entered into between Texaco Downstream Properties Inc. and Mr. Anthony Little is assignable to successors and assigns at paragraph 2 Cleanup (b) page 2, paragraph 4 Indemnity (b) page 3 and paragraph 20 Binding Effect page 6.

I trust this is sufficient clarification of the assignment provisions of the Environmental Agreement that has been fully executed effective August 1, 2006. If you have questions regarding the above, please contact me at (925) 842-9559.

Very truly yours,

  
Dana R. Thurman

UNDERSIGNED HEREBY ACKNOWLEDGE  
RECEIPT OF A COPY OF:

DATE \_\_\_\_\_

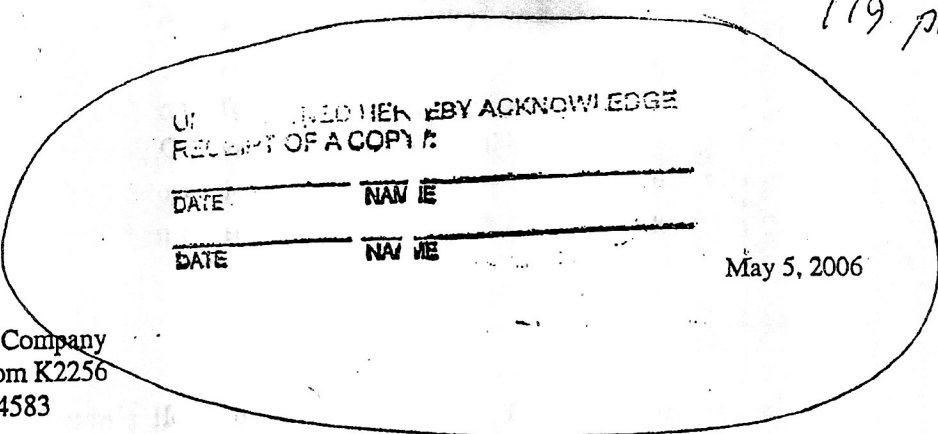
NAME \_\_\_\_\_

DATE \_\_\_\_\_

NAME \_\_\_\_\_



C A M B R I A



Mr. Mark Inglis  
Chevron Products Company  
PO Box 6012, Room K2256  
San Ramon, CA 94583

Re: **Subsurface Investigation Report**  
Former Texaco Service Station (Site # 30-6799)  
5815 Market Street  
Oakland, CA  
Cambria Project No 31J-2224



Dear Mr. Inglis:

On behalf of Chevron Products Company (Chevron), Cambria Environmental Technology, Inc. (Cambria) submits this *Subsurface Investigation Report*. This report documents results of the investigation conducted at the Former Texaco Service Station (Chevron Site #30-6799) located at 5815 Market Street in Oakland, California. The objective of this investigation was to evaluate subsurface conditions related to operations of the former Texaco Service Station between 1954 and 1976. The site is located on the southwest corner of 59<sup>th</sup> and Market Streets in Oakland, California (Figure 1).

**SITE BACKGROUND**

The site is currently Jimmy's House of Sparkles Carwash. Topography around the site is relatively flat at an elevation of approximately 20 feet above mean sea level (Figure 1) and consists of a paved parking area, vacuuming equipment, a commercial building and an additional small office building (Figure 2).

Aerial photos and interviews with current property owners indicate that the site was a Texaco service station between 1954 and 1976. The 1953 aerial photograph displays a single family residence on the property. Fuel islands appear to be in place in the aerial photograph from 1975 and have been removed in the 1979 photograph.

**PREVIOUS ENVIRONMENTAL WORK**

According to an AEI Consultants (AEI) *Soil and Groundwater Investigation Report*, dated January 27, 2006, the underground storage tanks (USTs), dispenser islands and associated piping were removed in the mid 1970's. AEI conducted a soil and groundwater investigation in January 2006, in which four Geoprobe borings were advanced to approximately 20 feet below grade (fbg). The report stated "TPH-g reported in three of the four soil samples (SB-1, SB-2 and SB-4) were flagged by the laboratory as "heavier gasoline range compounds are significant (weathered gasoline?) and no recognizable pattern." Additionally, the report concludes, "The results of the

Cambria  
Environmental  
Technology, Inc.

5900 Hollis Street  
Suite A  
Emeryville, CA 94608  
Tel (510) 420-0700  
Fax (510) 420-9170

May 5, 2006

Mr. Mark Inglis  
Chevron Products Company  
PO Box 6012, Room K2256  
San Ramon, CA 94583

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Former Texaco Service Station (Site # 30-6799)  
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C A M B R I A

analysis of the soil sample from beneath backfill at the location of the waste oil tank strongly suggests that the oil range hydrocarbons seen in the soil and groundwater is essentially confined to the backfill."

## INVESTIGATION RESULTS

Cambria Environmental conducted the following scope of work during this investigation.

**Subsurface Utility Location:** Cambria Environmental contracted a private underground utility locator to scan the site utilizing magnetic equipment locators and metal detectors to verify that USTs and associated product piping had been removed and to locate underground utilities. This survey found three magnetic anomalies onsite. Two of the magnetic anomalies were detected in the vicinity of the former fuel dispenser islands and likely represent piping not removed at the time of station demolition. The third was located approximately 12 feet north of the main building. The utility locator also identified electrical lines running from the western side of the main building to the vacuum racks and then north across the site to 59<sup>th</sup> Street, a water line which exited the main building on the northeast corner and continued out onto 59<sup>th</sup> Street, and a sewer line which exited the building on the northwest corner and continued northward, tracing beneath the other onsite building, before exiting the site.

**Soil Borings:** To further investigate conditions at the site, Cambria advanced five soil borings (SB-5 through SB-9) to maximum depths of 20 fbg. Each boring location was cleared to 8 fbg using a hand auger and knife assisted vacuum. Soil borings SB-5 and SB-6 were advanced in the vicinity of the former dispenser islands and associated magnetic anomalies. SB-5 encountered a 2-inch fiberglass pipe approximately 1 fbg. The boring was relocated approximately one foot east from the original boring. SB-7 was advanced in the vicinity of the magnetic anomaly encountered during clearing activities. Two, steel pipes which appeared to be related to the vent pipes observed on the rear of the main building were encountered in the boring approximately eight inches below grade. The boring was relocated approximately two feet southwest of the original boring location and an additional two pipes were encountered. The boring was relocated for a second time east of that location approximately two feet. SB-8 and SB-9 were advanced in the assumed southern and northern ends of the former tank pit, respectively. SB-8 encountered refusal at 8.5 fbg in a well-graded fine grained sand with gray green staining. SB-9 encountered refusal with a hand auger at 9.5 fbg in a gray green stained clay. Boring locations are presented on Figure 2. Soil boring logs are presented in Attachment A

**Well Installation:** Six groundwater monitor wells were installed onsite to maximum depths of 14 fbg. Groundwater at the site was encountered at approximately 5 fbg. The monitor well locations were based on results from AEI's *Soil and Groundwater Investigation* report, dated January 27, 2006 as well as information attained from aerial photographs.

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# C A M B R I A

Each well location was cleared to 8 fbg using an air-knife assisted vacuum or hand auger. MW-1 is located in the assumed up-gradient direction from the former dispenser islands. MW-2 is located in a possible down-gradient direction from the former dispenser islands. MW-3 is located in the vicinity of the former used-oil tank. MW-4 and MW-5 are located along the western side of the site in the assumed down-gradient direction from the former tankpit. MW-6 is located on the northern portion of the site in the assumed cross-gradient direction from the former tankpit. Well locations are illustrated on Figure 2.

**Soil Sampling:** Cambria collected soil samples at approximately 5 foot intervals from each boring. Samples collected above 8 fbg and in borings which were hand augered to their total depth were collected as disturbed samples in a stainless steel sample tube, sealed with Teflon tape and plastic end caps. Undisturbed samples below 8 fbg were collected in a stainless steel sample tube and sealed using Teflon strips and plastic end caps. Each sample was logged onto a chain of custody form, properly preserved on ice and delivered to the appropriate laboratory for analysis.

**Sample Analysis:** Selected soil samples were analyzed for:

- Total Petroleum Hydrocarbons (TPH) as diesel, gasoline and motor oil by modified EPA Method 8015M; and
- BTEX and fuel oxygenates EPA Method 8260B.

Soil samples collected from SB-7 and MW-3 were additionally analyzed for:

- CAM 17 metals by EPA Method 6010.

**Groundwater Sampling:** Due to heavy rain conditions which caused concerns about cross contamination, only one boring was sampled for groundwater. SB-7 located in the vicinity of a magnetic anomaly near the assumed vent lines was analyzed for:

- Total Petroleum Hydrocarbons (TPH) as diesel, gasoline and motor oil by modified EPA Method 8015M;
- BTEX and fuel oxygenates EPA Method 8260B; and
- CAM 17 metals by EPA Method 6010.

**Soil Analytic Results:** TPHg was detected at a maximum concentration of 76 mg/kg in SB-9 at 5 fbg. TPHd and TPHmo were detected at maximum concentrations of 94 mg/kg and 150 mg/kg, respectively, in SB-8 at 5 fbg. Benzene was detected in only one sample at 0.005 mg/kg in boring SB-7 at 10fbg. Toluene was detected in one soil sample, at 0.002 mg/kg from SB-5 at 2

fbg. Ethylbenzene and total xylenes were detected at maximum concentrations of 0.038 mg/kg and 0.18 mg/kg, respectively in SB-9 at 5 fbg. MTBE was not detected in soil samples. T-butyl alcohol (TBA) was detected in boring SB-9 at 5 fbg at 0.16 mg/kg. Hydrocarbon Distribution Maps are attached as Figures 3 through 6. The laboratory analytic report is presented in Attachment B.

**Groundwater Analytic Results:** Groundwater was collected from SB-7 at first encountered groundwater. TPH-d, TPH-g and TPH-mo were detected at 2,800 ug/L, 8,600 ug/L and 720 ug/L, respectively. BTEX constituents were detected at 610 ug/L, 12 ug/L, 150 ug/L and 10 ug/L, respectively. MTBE was not encountered in groundwater. T-butyl alcohol was detected at 12 ug/L. The laboratory analytic report is presented in Attachment B.

### PETROLEUM HYDROCARBON DISTRIBUTION

To evaluate hydrocarbon distribution in soil the Regional Water Quality Control Board's (RWQCB's) Environmental Screening Levels (ESLs) for residential property where groundwater is not a potential source of drinking water were used for comparison. According to the data collected during this investigation petroleum hydrocarbons in the soil do not exceed the RWQCB ESLs with the exception of t-butyl alcohol, which has an ESL limit of 0.073 mg/kg and was detected in SB-9 at 0.16 mg/kg.

Due to the weather at the time of sampling only one grab groundwater sample was available for analysis. Therefore, an evaluation of hydrocarbon distribution in groundwater cannot be completed until after the first groundwater monitoring event. Well development and the first quarterly groundwater monitoring event are scheduled to occur during the second quarter of 2006.

### CONCLUSIONS AND RECOMMENDATIONS

Aerial photographs indicate that a service station was located onsite and operated between 1953 and 1979. Four vent lines, still intact on the south wall of the main building, appear to be present beneath the location of SB-7 in the southeastern section of the site. The vent lines were not traceable back to the southern wall of the main building during the magnetometer survey. However, the angle of the vent lines encountered in SB-7 indicates that they are still in place. Additionally, a 2-inch diameter fiberglass product line was located near the former northern dispenser island. No magnetic anomalies were detected by a subsurface utility clearance in the vicinity of the former USTs.

No hydrocarbons were detected in subsurface soils at concentrations above RWQCB ESL's with the exception of TBA. Although TBA was detected in SB-9 at 5 fbg it is unlikely that this constituent is related to former Texaco operations as the service station was decommissioned by

Mr. Mark Inglis  
May 5, 2006

1979, before oxygenates were used as fuel additives, and, therefore, may be related to laboratory error or some other post-sampling contamination.

Petroleum hydrocarbons appear primarily in the top 10 feet of the soil column and at concentrations below ESLs. The dissolved phase petroleum plume will need to be evaluated after the first quarterly groundwater monitoring event. The current available data indicates that hydrocarbon impact has been detected onsite and a dissolved hydrocarbon plume is present.

**CLOSING**

Please call Laura Genin at (510) 420-3367 if you have questions or comments.

Sincerely,

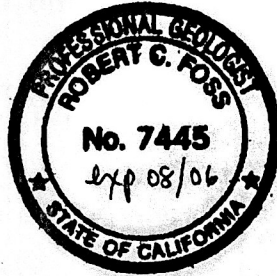
Cambria Environmental Technology, Inc.

*Laura Genin*

Laura Genin  
Project Geologist

*Robert Foss*

Robert Foss, PG #7445  
Associate Geologist



- Figures:
- 1 - Vicinity Map
  - 2 - Site Map
  - 3 - TPH-g in Soil
  - 4 - TPH-d and TPH-mo in Soil
  - 5 - Benzene in Soil

- Tables:
- 1 - Analytic Results for Hydrocarbons in Soil
  - 2 - Analytic Results for Hydrocarbons in Groundwater
  - 3 - Analytic Results for Metals in Soil
  - 4 - Analytic Results for Metals in Groundwater

- Attachments
- A - Boring Logs
  - B - Laboratory Analytic Data

cc: Chevron STRATA Database  
Anthony Little, 5815 Market Street, Oakland, CA