

PAYUMO EXHIBIT A

Repair Work at 58 Yosemite Avenue, Oakland Property

From: Bethoven Payumo (jimmyspay@sbcglobal.net)

To: stacey@murrayservice.com

Cc: jimmyspay@sbcglobal.net; tracycael@yahoo.com

Date: Saturday, January 25, 2014, 04:19 PM PST

Hi Stacey,

In order for me to give the 30-day notice to my tenants, I would like to get from you the scope of work, work schedule, and duration on your company letterhead and with your signature. Please specify the type of safety protection such as plywood, netting, etc. that you will use during construction. Within 2 weeks, I would like to get a copy of the insurance policy naming myself and my property, including all tenants and their properties.

Additional Insured: Bethoven (Jimmy) Payumo and all tenants living at 58 Yosemite Ave.
Oakland

Property Information: 58 Yosemite Avenue, Oakland, CA 94611
4-unit apartment

Thank you,

Jimmy Payumo
3021 Alemany Blvd.
San Francisco, CA 94112
415-812-0832

PAYUMO EXHIBIT B

Re: Use of 58 Yosemite Property During Construction at 70 Yosemite

From: Bethoven Payumo (jimmyspay@sbcglobal.net)

To: stacey@murrayservice.com

Cc: cael@cael.com; tracycael@yahoo.com; tracycael@comcast.net; dinaf@gene.com

Date: Wednesday, April 2, 2014, 06:45 PM PDT

Subject: RE: Use of 58 Yosemite Property During Construction at 70 Yosemite

Hi Stacey,

Thank you for your timely response. I just want to remind you that you are asking me for a **favor**. I would be allowing you to use my property for up to 60 days **at no cost to you or your client**. Please note that when we met a few months ago, you stated to us that you will complete the work within 30 days, but if there are some unforeseen problems, it may take up to 60 days. I am considering giving you access to my property for up to 60 days per our previous discussion. But the best way to ensure that this does not go beyond 60 days, I will need to charge the \$200 per day late fee. This late fee will need to be paid daily for each day that goes beyond the 60 days from the date that your access to our property commences.

All additional concerns below must be fulfilled in order for my consideration in allowing you access to my property. This consideration for access is an **inconvenience to my tenants**. But because I understand your situation and I am a good neighbor, I am willing to help you out, but we want to minimize the inconvenience to my tenants. I want to ensure that the disruption is completed in a timely manner.

Also, please note that you did not respond to the latest email I sent you which included Item 6 listed below. In addition, I am inserting another concern which has arisen (Item 7). See list of latest additional concerns below:

1. We want the access to our property that you require to not exceed 60 days
2. If your access to our property exceeds 60 days, we would like to charge a fee of \$200.00 for each additional calendar day that you require this access
3. We want the right to revoke access to our property at any time, and that all scaffolding, construction debris and equipment be removed from our property within 72 hours of our notice to do so, and cleanup completed
4. We would like proof of workers compensation insurance for your employees and all subcontractors and their employees who will be working and coming onto our property
5. In addition to Bethoven Payumo and the tenants of 58 Yosemite Avenue listed as Additional Insured on your Liability Insurance, we would like you to add Dina Payumo, and all visitors to 58 Yosemite Ave. , and all real and personal property of the owners, tenants and visitors of 58 Yosemite Ave., Oakland, CA.
6. We would like the access to the parking lot for the assembly and disassembly of the scaffolding each to be completed in one day between the hours of 8:30 AM and 4:00 PM.
7. The contractor must supply me with a security deposit of \$5,000.00 which will be refunded within 21 days after the Contractor demobilizes his equipment, personnel, and all debris from my property. After the contractor demobilizes, if additional cleanup or damage repairs are required, I will deduct the cost of this from the security deposit.

These terms are non-negotiable.

Bethoven Payumo

From: Stacey Murray [mailto:stacey@murrayservice.com]
Sent: Tuesday, April 1, 2014 2:01 PM
To: Bethoven Payumo
Cc: Mike Cael; Tracy Cael; Tracy Cael; dina.payumo@gene.com; Felicia Jones; William1CA@aol.com
Subject: Re: Use of 58 Yosemite Property During Construction at 70 Yosemite

Hello Jimmy,

I have sent this to the Property Management and Board of Directors of 70 Yosemite Ave. Below is there response. Please let me know your thoughts and how we can resolve to move forward...

I'm okay with a per month charge after 90 days, not to exceed \$500.00, I'm not comfortable with having to pack it up within 72 hours if it's his whim to do so. What happens to the project if he wants everything gone because something or someone upsets him?—Bill

Also request three should not count as days of the 60 days.

*Thank you,
Stacey J. Murray*

*Murray Construction Services, Inc.
General Contractor
Lic.# 827337
T (510) 581-4960
F (510) 581-4963
www.murrayservice.com*

On Mar 30, 2014, at 1:06 PM, Bethoven Payumo <jimmypay@sbcglobal.net> wrote:

Hi Stacey,

Thanks for the Scope of Work, Certificate of Liability Insurance and License Agreement that you sent me for the work you are to perform at 70 Yosemite Ave, Oakland, CA. We have a few additional concerns, including the following:

1. We want the access to our property that you require to not exceed 60 days
2. If your access to our property exceeds 60 days, we would like to charge a fee of \$200.00 for each additional calendar day that you require this access
3. We want the right to revoke access to our property at any time, and that all scaffolding, construction debris and equipment be removed from our property within 72 hours of our notice to do so, and cleanup completed
4. We would like proof of workers compensation insurance for your employees and all subcontractors and their employees who will be working and coming onto our property
5. In addition to Bethoven Payumo and the tenants of 58 Yosemite Avenue listed as Additional Insured on your Liability Insurance, we would like you to add Dina Payumo, and all visitors to 58 Yosemite Ave. , and all real and personal property of the owners, tenants and visitors of 58 Yosemite Ave., Oakland, CA.

We ask that you please address the above in writing as soon as possible to allow us time to provide the tenants with 30 days notice of the construction.

Thank you,

Bethoven (Jimmy) Payumo

PAYUMO EXHIBIT C

PIEDMONT WALK HOA

RIGHT OF ENTRY

Date: June 7, 2017

Dina F. Payumo and Bethoven S. Payumo
3021 Alemany Blvd.
San Francisco, CA 94112

Project: Piedmont Walk HOA
Siding and Stucco Repairs

This Right of Entry (“**License**”) is made as of June 7, 2017 (the “**Effective Date**”) by and between DINA AND BETHOVEN PAYUMO; (“**Licensor**”) and the PIEDMONT WALK HOA (“**HOA**”) in reference to the following facts.

RECITALS

A. Licensors are the owners of certain real property (Licensors’ Property) that neighbors and is adjacent to the HOA and located in the State of California, County of Alameda, City of Oakland which commonly known as 58 Yosemite Avenue, Oakland, California.

B. This HOA is a California mutual benefit corporation charged with maintenance, repair, and replacement obligations respecting certain Common Area and Exclusive Use Common Area located at 70 Yosemite Avenue, Oakland, California (the “Project”).

C. Licensors desire to consent to Licensee’s use of the Licensor’s Property and the parties hereto wish to create certain appurtenant easements described herein upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of these promises and the mutual covenants set forth below, and for good and valuable consideration, the receipt of which is hereby acknowledged Licensor and HOA agree as follows:

1. **Grant of License.** Licensor hereby grants a license to the HOA, its officers, employees, consultants, contractors and their authorized agents, in, on, over, under and across the portion of the Licensor Property (“License Area”) for the purposes of entering onto and bringing the necessary workers, tools and equipment as may be required to gain access to assess siding and stucco damage on HOA property (collectively, the “**Work**”).

2. **HOA’s Use of License.** It is understood and agreed that the HOA will use its best, commercially reasonable efforts to leave the property in a clean and orderly condition. HOA’s activities under this License shall be performed at HOA’s sole cost and expense,

including, without limitation, the cost and expense of obtaining any necessary permits, licenses, authorizations, certifications, permissions, approvals or any other governmental authorizations, if any, that are required to proceed with HOA's activities under this License. HOA shall ensure that all activities performed on the License Area are performed in conformance with all applicable laws and regulations. HOA shall promptly pay all claims for labor or materials furnished or alleged to have been furnished to HOA at or for use on the License Area, which claims are or may be secured by a mechanic's or materialmen's lien against the License Area, or any interest therein.

3. **Release.** In performing the Work, HOA will instruct its employees, consultants and contractors to take precautions to try to avoid causing damage to the License Area or to any improvements (landscaping, fencing, walls, sprinklers, patios, walkways, decks, pools, structures, residences, etc.) located thereon. Licensor warrants and represents that Licensor does not have and shall not claim any right to damages resulting from the Work, including without limitation damages resulting from obstruction of access, noise, dust, vibrations, or fumes, and Licensor knowingly waives the right to make any claim against HOA, its officers, employees, agents, contractors, or consultants for such damages. Licensor further warrants and represents that Licensor has no other right or claim to compensation arising out of or connected with the Work and agrees never to assert such a claim. Licensor expressly waives all rights provided by Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. **No Liability.** Licensor understands and agrees that HOA shall not be held responsible or liable for protecting in place, damage to, or removal of Licensor's personal property, appurtenances, improvements, or any part of the License Area, caused by or resulting from the performance of the Work or operations connected therewith.

5. **Termination of License** It is further understood and agreed that permission to do the Work and perform the acts stated herein shall remain in force and effect only until the completion of the Work and that all rights and obligations hereunder shall automatically terminate and cease on the earlier of (i) completion of the Work or (ii) December 31, 2017.

6. **No Obligation of HOA.** The grant of permission in no way obligates the HOA to repair any existing damage that might exist on the Licensor Property, and nothing herein shall be construed to impose such an obligation on the HOA. This paragraph shall remain in full force and effect notwithstanding any termination of this License.

7. **No Third Party Beneficiaries.** Nothing in this License shall be construed to give any person or entity other than the express parties to this License any benefits, rights, or remedies.

8. **Counterparts.** This License may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Final and Exclusive Understanding.** This License integrates the entire agreement of the parties with respect to the subject matter herein, and supersedes all negotiations and previous agreements, if any, between the parties with respect thereto.

10. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the State of California.

11. **Severability.** If any term, covenant or condition of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, covenants and conditions shall continue in full force and effect.

12. **Modification.** This License may be modified only by a written agreement signed by both parties or their successors or assigns.

13. **Successors and Assigns.** This License and each and all of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

ACCEPTED:

PIEDMONT WALK HOA

PROPERTY OWNER

By: _____

By: _____

Dina Payumo

By: _____

Bethoven Payumo

Title: _____

Date: _____

Date: _____

(Print Name of Contact Person or Designee)

(Address)

(Phone)

PAYUMO EXHIBIT D

Piedmont Walk Homeowners Association



70 Yosemite Avenue Oakland, California

June 21, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Bethoven S. Payumo and Dina F. Payumo
3021 Alemany Blvd.
San Francisco, CA 94112

Re: One-Day Access to Assess Water Damage at 70 Yosemite Avenue, Oakland

Dear Mr. and Mrs. Payumo,

As acting President of the Piedmont Walk Homeowners Association, I'm writing to follow up on conversations that Mr. Payumo and Mike Cael had with our former President, David Briggs, and some of our unit owners concerning access on your property at 58 Yosemite Avenue to assess water damage on our property next door.

The need for access arises because our building immediately abuts the common boundary line of our two properties, there being no side yard on our property. We have been trying to work with you for over five years on this issue and we need to act before there is further damage to our building. We cannot wait any longer.

Based on the concerns expressed by Mr. Payumo and Mr. Cael, it may be better, before we ask you for access to do repairs, to find out what the extent of those repairs will be. That will help us in knowing both what type of access we will need to do repairs and also for how long we will need that access.

Because it will take only one day to do testing on our building to determine what repairs are needed, it may be better to take it one step at a time: First, a one-day access agreement for the limited purpose of testing to see what repairs are needed, and Second, a later access agreement for the actual repairs that spells out the length and extent of the access needed, once we know in detail what will be required in the way of repairs. In this letter, as a first step, we are proposing a one-day access agreement to assess what our repair needs are, as follows.

1. The access will be for a period of one day. The access is authorized only on a weekday during regular business hours, and we will provide reasonable notice to you of the day on which our contractor intends to use this access.

1 of 3

SLPM Property Management
Since 1978

575 Dutton Avenue
San Leandro, CA 94577
www.slpn.com

SUZIE GARCIA, ASSOCIATION MANAGER
O 510 569 0722 x118
F 510 569 0923
condos4@slpm.com

Piedmont Walk Homeowners Association



70 Yosemite Avenue Oakland, California

2. We have until December 31, 2019, to complete this damage assessment.
3. The permit will allow access to your property by our contractor to determine the nature and extent of the water damage to our building at 70 Yosemite Avenue. The areas of access will include the parking area at the rear of your building, which abuts our building, and the side yard on your property between the parking area and the street, which also abuts our building.
4. We will provide you with proof of our contractor's insurance against any damage to your property, together with proof of our contractor's worker's compensation insurance.
5. Our contractor will remove any debris created by the testing and dispose of it offsite.

I hope you are willing to agree to this first step in helping us deal with our water damage. The alternative is a time-consuming and expensive court proceeding that we wish to avoid, and we assume that you wish to avoid as well. We will have no recourse other than to begin this process if we haven't heard from you by 20 days from the date of this letter.

If you agree to the one-day access described above, please sign and date where indicated below and return this signed letter agreement in the enclosed self-addressed, stamped envelope to our property manager at the following address:

San Leandro Property Management
ATTN: Suzie Garcia
575 Dutton Avenue
San Leandro, CA 94577

If you have any questions, please contact me. My mobile number is (510) 759-8180.

Thank you.

Sincerely,

Dennis M. Eagan
Acting President
Piedmont Walk Homeowners Association

cc: Mike Cael (w/encl.)

2 of 3

SLPM Property Management
Since 1978

575 Dutton Avenue
San Leandro, CA 94577
www.slpn.com

SUZIE GARCIA, ASSOCIATION MANAGER
O 510 569 0722 x118
F 510 569 0923
condos4@slpm.com

Piedmont Walk Homeowners Association



70 Yosemite Avenue Oakland, California

DATED: _____

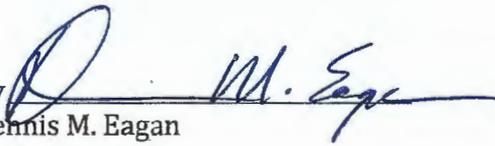
Bethoven S. Payumo

DATED: _____

Dina F. Payumo

DATED: JUNE 21, 2019

Piedmont Walk HOA

By 
Dennis M. Eagan
Acting President

PAYUMO EXHIBIT E

PAYUMOS' REBUTTAL

TO THE PIEDMONT WALK'S PROPOSED RESOLUTION

PIEDMONT WALK HOMEOWNERS ASSOCIATION

U.S. Mail

Date: July 2, 2020

FROM: Piedmont Walk HOA Board of
Directors c/o: Christopher B. Lewis
Berding & Weil, LLP

TO: Dina F. Payumo
3021 Alemany Blvd.
San Francisco, CA 94112

**NOTICE OF OAKLAND CITY COUNCIL HEARING ON
PIEDMONT WALK HOMEOWNERS ASSOCIATION'S REQUEST FOR
RESOLUTION ON STATEMENT OF NECESSITY**

**Date: Tuesday, July 21, 2020 Time:
1:30 p.m.**

Place: Via Tele-Conference

PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1245.350 PLEASE TAKE

NOTICE: On July 21, 2020, during a regularly noticed meeting, the Oakland City Council will address the Piedmont Walk Homeowners Association's Request for Resolution on the Necessity of the temporary exercise of private eminent domain of the property located at 58 Yosemite Ave. Oakland, CA 94611 for the purpose of completing necessary repairs to the north facing exterior of the building located at 70 Yosemite Ave., Oakland, CA 94611. Enclosed with this notice is the draft city council resolution and accompanying exhibits.

You have the opportunity to attend and be heard on this resolution and may do so by contacting the Oakland City Clerk's office at: (510) 238-3226 or by email at: cityclerk@oaklandnet.com. You may also contact Councilman Dan Kalb's office at (510) 238-3557 or by email at: dmoos@oaklandca.gov.

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY COUNCILMEMBER KALB

ADOPTION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION, BY EMINENT DOMAIN, OF A TEMPORARY RIGHT OF ENTRY TO THE PROPERTY LOCATED AT 58 YOSEMITE AVENUE, OAKLAND, CALIFORNIA, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1002 AND CODE OF CIVIL PROCEDURE SECTIONS 1245.326 ET SEQ., BY THE PIEDMONT WALK HOMEOWNERS ASSOCIATION OF 70 YOSEMITE AVENUE, OAKLAND, TO COMPLETE NECESSARY REPAIR WORK

WHEREAS, Piedmont Walk Homeowners Association is located at 70 Yosemite Avenue, Oakland, California (the "Association"); and

WHEREAS, The Association is a 23 Unit condominium project ("Association Building") originally constructed in 1982; and

WHEREAS, The Association, pursuant to its recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), is required to maintain, repair, and replace all elements of the common area of the Association Building, including the exterior siding and framing members; and

WHEREAS, The Association Building has sustained severe water intrusion to the structure which now requires the Association to perform necessary testing and repair work to the north exterior side; and

WHEREAS, Without repairs, the Association Building will continue to experience water intrusion, further damaging the structure and could potentially collapse and endanger the building's residents and those in neighboring properties (the "Repair Work"); and -Payumo Response: The Association has not offered a report signed and stamped by a licensed structural engineer in the State of California to show evidence of this. Also, there is no testing done yet to determine if this is the case.

WHEREAS, To the north of the Association Building is a neighboring building located at 58 Yosemite Avenue, Oakland, California, specifically defined in the Grant Deed attached as Exhibit A, a rental investment property owned by Bethoven and Dina Payumo (the "Payumos" and their property, the "Payumo Property"); and

WHEREAS, In order for the Association to perform the Repair Work to the north exterior of the Association Building, it needs to gain temporary access to the Payumo Property, primarily to the exterior side yard abutting the Association Building, **limited access to the portion** of the exterior rear parking lot nearest to the Association Building, and **potentially limited roof access**, in the area more specifically depicted on Exhibit B attached hereto and made a part hereof (“ROE Area”); and Payumo Response: The Association needs to quantify what “limited access” and “limited roof access” mean. Also, the Association needs to provide detailed description and plan of the use of the roof acquire a licensed civil or structural engineer in the State of CA to determine the structural integrity of the roof structure.

WHEREAS, The Association Building hired Scott Swinton of Unlimited Property Services, Inc., who reported, (see Declaration of Scott Swinton attached hereto as Exhibit C and testimony of Scott Swinton), that based on the condition of the stucco, the Association Building likely has severe deterioration of the wall framing which negatively impacts the structural integrity of the wall and building as a whole; and Payumo Response: The Association is yet to provide test reports and structural calculations performed to prove this?

WHEREAS, Mr. Swinton further reported that testing and repairs to the exterior siding cannot, in fact, be accomplished without placing ladders and scaffolding on the Payumo Property because completing the repair work from inside the Association Building cannot be completed safely or at all, or would be extremely cost prohibitive; and Payumo Response: Please provide detailed description and drawing and layouts why completing the repair work inside cannot be completed safely. Please provide a comparison of cost estimates from within the interior versus the exterior of the building from at least three independent contractors.

WHEREAS, Mr. Swinton further confirmed, that because of the sloped roof on the Association Building and the extension of the soffit from the Payumo Property, the use of swing stage scaffolding suspended from above the Association Building is not an option; and Payumo Response: Also, the Association needs to provide detailed description and plan of the use of the roof acquire a licensed Civil Engineer in the State of CA to determine the structural integrity of the roof structure.

WHEREAS, For nearly five years, the Association has attempted to obtain permission from the Payumos for access to the Payumo Property through a temporary right of entry; and Payumo Response: This is **not true**. Quite the contrary. The Payumos have been very cooperative and supportive from the beginning starting in January 2014.

WHEREAS, The Payumos have persistently refused to execute the requested access agreement as evidenced in the attached Exhibit D; and Payumo Response: This Exhibit demonstrates that the Association the continuous bullying of the Payumos. This Exhibit failed to include the initial Agreement dated June that Berding Weil asking to have the Payumos signed which is dated June 7, 2017 which states that the Payumos does not have and shall not claim any right to damages resulting from the Work. Also, the last agreement received from the Association dated June 21, 2019 from Dennis Eagan, does not provide any description on the testing plan that will be performed from the Payumos property, nor any offer of indemnification for access and work that will occur in the Payumos property.

WHEREAS, Without the Repair Work, the occupants of the Association Building will be negatively impacted through permanent loss of property and adverse health conditions related to severe and persistent water intrusion, which outweigh any hardship to the occupants of the Payumo Property which may include noise disturbances from the Repair Work and **limited restrictions** to

the parking lot located on the Payumo Property; and Payumo Response: Please quantify what limited restrictions would be. Please provide test reports, analysis, and calculations that indicates the negative impact from the Association Building over the hardship to the residents in the Payumo property.

If the Payumo property is used for the repair work, there will be tremendous hardships financially, physically and emotionally, and they are but not limited to:

- —
- -Loss of parking for the residents, especially for the elderly lady that is handicapped. Parking in the area is very difficult.
- Without plan for replacement of parking will hinder the residents to find parking for more than at least 3 to 4 blocks.
- The Resident that resides adjacent to where the Work will occur works from home.

WHEREAS, The entry to the Payumo Property and Repair Work will be conducted in a manner that will provide the least damage to the Payumo Property and the least inconvenience or annoyance to the owners and occupants by limiting entry onto the Payumo Property to only the exterior side yard abutting the Association Building, staging the repair work from the street, and limiting the use of the Payumo Property parking lot to allow for the continued use of the parking lot by the occupants of the Payumo Property; now therefore be it Payumo Response: A detailed construction plan is necessary to determine the extent of use of the property. Just by saying “least damage, least inconvenience, limiting entry, and limiting use” is not sufficient to know exactly how much of the property is used.

RESOLVED: That the City Council has determined that there is a great necessity to complete the Repair Work at the Association Building, because without the Repair Work, the surrounding community is adversely affected through the potential hazard caused by the unrepaired building and the continued degradation of the building contributes to neighborhood blight; and be it Payumo Response: Please provide a detailed analysis on how the surrounding community will be adversely affected, and how it will contribute to neighborhood blight. The area in question is adjacent to the Payumos parking lot.

RESOLVED, That City Council has determined that there is a great necessity to enter upon the Payumo Property to complete the testing and Repair Work, because the testing Repair Work cannot be completed safely or at all without entry onto the ROE Area; and be it Payumo Response: Please provide an analysis including layout plans on why the work cannot be performed safely inside the building.

RESOLVED, That City Council finds that the hardship to the Association Building clearly outweighs any hardship to the owners and occupants of the Payumo Property if the Association is unable to temporarily obtain the right of entry on the ROE Area to conduct the necessary Repair Work; and be it Payumo Response: Please provide an analysis why you believe that the Association Building outweighs any hardship by the Payumos.

RESOLVED, That City Council has determined that the Association has exhausted all other possible remedies to obtain entry to the Payumo property in order to complete the Repair Work; and be it

RESOLVED, That City Council finds that the right of entry on the ROE Area will be exercised by the Association and its contractors in a manner which provides the least damage to the property and the least inconvenience or annoyance to the occupants or owners thereof consistent with satisfactory completion of the repair or reconstruction work; and be it

FURTHER RESOLVED, That City Council finds that the requirements set forth in California Civil Code Section 1002(a) and Code of Civil Procedure Sections 1245.326 et seq. have been met and hereby adopts this Resolution of Necessity for the property interest and purposes set forth herein; and be it Payumo Response: The Payumos do not agree that the Association has not met these codes, and failed to provide necessary documents to prove this.

FURTHER RESOLVED, That City Council directs the Association Building to diligently take all steps necessary to procure the requisite temporary right of entry on the ROE Area and to perform the Repair Work in a manner that provides the least damage to the Payumo Property and creates the least inconvenience or annoyance to the owners and occupants of such property. Payumo Response: The Association still do not provide the necessary information and analysis why this claim.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES -

NOES – ABSENT

–

ABSTENTION –

ATTEST:

ASHA REED

City Clerk and Clerk of the Council of
the City of Oakland, California

PAYUMO EXHIBIT F

QUESTIONNAIRE

Reference: Proposed Construction Project at 58 Yosemite Ave., Oakland, CA 94611

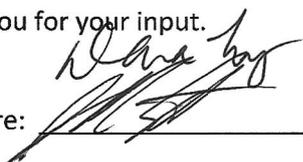
To: Residents of 58 Yosemite Avenue, Oakland, CA

Please answer the following questions regarding the planned construction project to be performed on our property by the owners of the adjacent property at 70 Yosemite Avenue. You're welcome to attach additional page(s) in responding to the questions:

1. Your Name: Dara Ly & Jacob Sattinger
2. Your address: 58 Yosemite Ave., Apt. A, Oakland, CA 94611
3. The current rent you pay: \$1650
4. If the construction on our property was to take place, will you move out of your apartment? maybe
If yes, please explain: We wouldn't move out unless the construction puts us out without a place to stay.
5. If you answered yes to No. 4, would your vacating be temporary or permanent? not sure
6. If your move-out were temporary, would you want us to pay for your accommodations elsewhere and your moving expenses? yes
If yes, would you still continue to pay your current apartment rent to us during the construction? no
7. What do you estimate the cost of the accommodations and moving would be? not sure
8. Do you expect to incur any other costs if you were to vacate? not sure
If yes, please explain and include the estimated costs:
9. Do you have any respiratory or other health issues for which the debris, dust and/or noise from construction may adversely affect you? yes If yes, please explain: I (Dara Ly) have severe obstructive sleep apnea that affects my breathing.
10. In what other ways, if any, would the construction adversely affect your life?
parking, housing, pets, health, relocation/jobs
11. Would this construction on our property and/or your temporary loss of parking cause you to file complaints with local, state and/or federal agencies or consumer protection organizations? yes If yes, please explain:
If we are put out (especially during this pandemic), we deserve to be compensated/accommodated.
12. Would this construction on our property and/or your temporary loss of parking cause you to take legal action against us? no? If yes, please explain:
If we were unlawfully evicted, then we would look into taking action.

Thank you for your input.

Signature: _____



Date: 7-14-20

PAYUMO EXHIBIT G

QUESTIONNAIRE

Reference: Proposed Construction Project at 58 Yosemite Ave., Oakland, CA 94611

To: Residents of 58 Yosemite Avenue, Oakland, CA

Please answer the following questions regarding the planned construction project to be performed on our property by the owners of the adjacent property at 70 Yosemite Avenue. You're welcome to attach additional page(s) in responding to the questions:

- 1. Your Name: PATRICIA Mc Cormack
- 2. Your address: 58 Yosemite #11
- 3. The current rent you pay: 1200.
- 4. If the construction on our property was to take place, will you move out of your apartment? NO
If yes, please explain:
I have adaptive equipment in my apt. that I need ie. hospital bed etc. I also have a certified emotional support dog.
- 5. If you answered yes to No. 4, would your vacating be temporary or permanent? _____
- 6. If your move-out were temporary, would you want us to pay for your accommodations elsewhere and your moving expenses? _____
If yes, would you still continue to pay your current apartment rent to us during the construction? _____
- 7. What do you estimate the cost of the accommodations and moving would be? _____
- 8. Do you expect to incur any other costs if you were to vacate? _____
If yes, please explain and include the estimated costs:
- 9. Do you have any respiratory or other health issues for which the debris, dust and/or noise from construction may adversely affect you? yes If yes, please explain:
Asthma + dypnia
- 10. In what other ways, if any, would the construction adversely affect your life?
necessity for handicapped parking

11. Would this construction on our property and/or your temporary loss of parking cause you to file complaints with local, state and/or federal agencies or consumer protection organizations? DK If yes, please explain:

12. Would this construction on our property and/or your temporary loss of parking cause you to take legal action against us? D.K. If yes, please explain:

Thank you for your input.

Signature: Patricia M' Cormack

Date: 7-14-20

July 1, 2020

PO Box 21
Daly City, CA
94016

58 Yosemite Avenue
#1
Oakland, CA
94611

Dear Mr. Phyumo,

This is regarding the letter requesting me to confirm the extent of my disability. I am a one hundred percent disabled senior. I have had four knee replacements, cancer, arthritis and several other medical problems. I currently walk with a cane and on occasion use a wheelchair. I cannot walk very far.

In response to the issue with my parking spot. It would be a considerable hardship, if not impossible, for me to vie for parking on the street. It is often very busy and difficult to find a spot near the apartment. The hills are very steep and I cannot walk up and down them.

Thank you for your concern.



Sincerely,

Patricia McCormack, renter



PAYUMO EXHIBIT H

QUESTIONNAIRE

Reference: Proposed Construction Project at 58 Yosemite Ave., Oakland, CA 94611

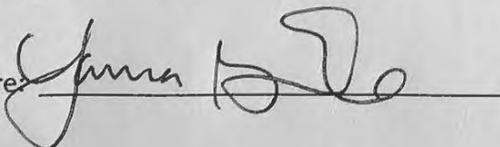
To: Residents of 58 Yosemite Avenue, Oakland, CA

Please answer the following questions regarding the planned construction project to be performed on our property by the owners of the adjacent property at 70 Yosemite Avenue. You're welcome to attach additional page(s) in responding to the questions:

1. Your Name: Laura Bagnato
2. Your address: 58 Yosemite Avenue, Apt. C, Oakland, CA 94611
3. The current rent you pay: \$1200.00 per month
4. If the construction on our property was to take place, will you move out of your apartment? MAYBE
If yes, please explain:
IF CONSTRUCTION WERE PROLONGED, OR SOUND AND DEBRIS BECAME TOO INVASIVE, WE WOULD CONSIDER MOVING.
5. If you answered yes to No. 4, would your vacating be temporary or permanent? UNSURE.
6. If your move-out were temporary, would you want us to pay for your accommodations elsewhere and your moving expenses? YES.
If yes, would you still continue to pay your current apartment rent to us during the construction? NO.
7. What do you estimate the cost of the accommodations and moving would be? AVERAGE RENT FOR A ONE BEDROOM
8. Do you expect to incur any other costs if you were to vacate? NO. IN OUR NEIGHBORHOOD IS \$2700 p/m
If yes, please explain and include the estimated costs: MOVING WOULD COST AT LEAST \$500.
9. Do you have any respiratory or other health issues for which the debris, dust and/or noise from construction may adversely affect you? NO. If yes, please explain:
10. In what other ways, if any, would the construction adversely affect your life?
I AM WORKING FROM HOME INDEFINITELY DUE TO COVID-19, MUCH OF MY WORK TAKES PLACE VIA CONFERENCE CALL; MY ABILITY TO WORK WOULD BE GREATLY IMPACTED BY CONSTRUCTION NOISE.
11. Would this construction on our property and/or your temporary loss of parking cause you to file complaints with local, state and/or federal agencies or consumer protection organizations? MAYBE If yes, please explain:
DEPENDING ON THE LENGTH OF TIME AND HOW INVASIVE THE CONSTRUCTION BECAME.
12. Would this construction on our property and/or your temporary loss of parking cause you to take legal action against us? NO. If yes, please explain:
I HAVE NO PLANS TO SUE, BUT I HAVE NO IDEA WHAT THE IMPACT OF THIS CONSTRUCTION WILL BE ON OUR LIVES. IF WE ARE FORCED FROM OUR HOME IT WOULD BE AN UNREASONABLE BURDEN.

Thank you for your input.

Signature



Date: July 16th, 2020

PAYUMO EXHIBIT I

RENTAL AGREEMENT AND/OR LEASE

copy # 0

Landlord/Lessor/Agent: Bethoven and Dina Payumo Apartment Number 58A
 Tenant(s)/Lessee: Jacob Aaron Sattinger
 Tenant(s)/Lessee: Ly Dara
 Apartment Number: 58A
 Apartment Address: Yosemite Avenue
 City: Oakland, State CA, Zip 94611
 Monthly Rental Rate: \$1650.00 This agreement shall commence on 21 September 2015, and continue: (check one below)
 Rental Due Date: 1st of the month A. Month to Month Agreement
 Security Deposit: \$1650.00 B. Until _____ at which time thereafter shall become a month to
 Late Charge: \$50.00 month tenancy. If Tenant should move from premises prior to the expiration date, he shall be
 Parking Space: free N/A (attached to car only) liable for all the rent due until such time the apartment is occupied by Landlord-approved resident
 Storage Space: N/A and/or expiration of said time period, whichever is shorter.

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application including a census as to the occupants in the unit upon seven days request of OWNER.

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$1650.00 and a Security Deposit of \$1650.00, for a total payment of \$3850. All payments are to be made payable to: Bethoven or Dina Payumo and delivered to PO Box 21 Daly City 94016

California, Telephone Number 415-812-0832 who is usually available on the following days: Monday-Friday during the following hours: 4pm-6pm

3. LATE CHARGE/RETURNED CHECKS: Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the 5th day it is due, Resident shall pay a late charge of \$50 per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$35 as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except water and garbage

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): Oakland
 RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement to convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ N/A shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE / ACTIVITY: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.

Note: 1st month's rent: \$550
 2nd month's rent: \$1650



10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, elect facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicate elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portit the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable we and tear.
13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER exce may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items th may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant n notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
14. **SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smok and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
15. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or per; Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days writter notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party with a written 31 notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall l stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other pro furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the terminr date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
18. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because i failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the o party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels Agreement shall be pro-rated and begin on the date of actual possession.
19. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/o other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSI This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall b complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
20. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emerg or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective rente buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacal unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compens by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any oth provision of this Agreement.
23. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or righ and shall not affect the validity or enforceability of any other provision of this Agreement.
24. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees u but not more than \$500 in addition to other damages awarded.
25. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason t believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the act (omission or commission) of RESIDENTS, their guests and invitees.
27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obt Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term the Agreement and thereafter.
28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazard: the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.



OWNER/AGENT DISCLOSURE (Initial)

____ OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

OK RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify O promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediate report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS:** _____

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:
Name Bethoven and Dina Payumo Address PO Box Daly City, CA 94016
Phone Number 415-812-0832 / 415-810-3162

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receiving for all notices and demands.

Name same as above Address _____
Phone Number _____

Person or Entity Authorized to Receive Payment of Rent:
Name same as above Address _____
Phone Number _____

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: gas stove and refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> House Rules | <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Garage Door Opener _____ |
| <input type="checkbox"/> Laundry Rules | <input type="checkbox"/> Pool Rules | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Mailbox Keys | <input type="checkbox"/> Apartment Keys | |

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications to this agreement shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liabilities caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." *(OK)* RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(_____) Resident's initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter _____ Signature of Interpreter _____ Date _____

Owner/Agent _____ Date _____

Dina Payumo
Resident _____ Date 9/26/15

Owner/Agent _____ Date _____

M S
Resident _____ Date 9/26/15

Owner/Agent _____ Date _____

Resident _____ Date _____

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



PAYUMO EXHIBIT J



Department of Fair Employment & Housing

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | email contact.center@dfeh.ca.gov

February 12, 2020
For Immediate Release

Contact: Fahizah Alim (916) 585-7076
Fahizah.Alim@dfeh.ca.gov

DFEH Settles Housing Discrimination Case Against San Francisco Property Manager

Tenants with mobility disabilities to receive \$25,000 and a designated parking spot

Sacramento – The California Department of Fair Employment and Housing (DFEH) has settled a housing discrimination case against property management company Laurel Realty, owner Optimal Partners, GP, and the property manager, involving two long-term tenants whose requests for reasonable accommodations to park in their building's vacant garage were repeatedly denied.

The tenants filed a complaint with the DFEH in August 2018 alleging that they had made multiple requests to park in the vacant garage attached to their San Francisco apartment to accommodate their mobility-related disabilities. The tenants feared leaving their apartment because of the risk of being unable to find an accessible parking spot in their neighborhood upon their return. The property manager denied their requests to park in the garage and later leased the garage to a new tenant.

DFEH found cause to believe that violations of the Fair Employment and Housing Act and Unruh Civil Rights Act had occurred. Following a mandatory mediation, the housing providers agreed to allow the tenants to park in the garage and pay the complainants \$25,000.

“Tenants should not feel confined to their homes because of disability-related restrictions that can be accommodated,” said DFEH Director Kevin Kish. “Housing providers in California must engage with tenants so that individuals with disabilities are afforded equal enjoyment and use of their homes.”

In addition to providing the parking spot and the monetary settlement, the respondents will pay \$1,500 to the DFEH in attorneys' fees and costs, as well as develop a new anti-discrimination policy, distribute that policy and fair housing brochures to tenants, and undergo fair housing training.

Kaitlin Toyama, Staff Counsel, represented the DFEH in this proceeding.

###

The DFEH is the state agency charged with enforcing California's civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing, and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH's website at www.dfeh.ca.gov.



PAYUMO EXHIBIT K



NO PARKING
8:00 - 10:00
CITY OF OAKLAND

179
177