

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_, 2020 by Dina F. Payumo and Bethoven S. Payumo ("Licensors"), and The Piedmont Walk Homeowners Association ("Licensee" or "HOA") with 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 is commonly known as 58 Yosemite Avenue, Oakland, California.

B. Licensee 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. Licensee wishes to use a contractor to conduct necessary testing and investigation to determine the cause and extent of water damage to the north-facing exterior wall of the Project abutting the Licensors' Property and it requires a license to temporarily use the Licensors' Property to access the Project for testing and investigation. The testing and investigation will be conducted substantially in accordance with the construction plan attached hereto Exhibit "A."

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

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consent to Use Licensors' Property:** Licensors hereby consent to Licensee's use of Licensors' Property, including the driveway that leads to the rear parking area, to access the north-facing exterior wall of the Project which abuts the Licensors' Property parking lot and the sections of the Licensors' Property as described in Exhibit "B", attached hereto, ("License Area") as a right of way and for installation of ladders, scaffolding and/or other equipment to access the Project exterior for the purpose of testing and investigation of the cause and extent of damage to the Project's north-facing exterior wall. This license extends to contractors acting on Licensee's behalf. The duration of this license shall last five (5) days, commencing with the first day that equipment is on Licensors' property. Licensors will notify all tenants, invitees, and guests of Licensee's right to access Licensors' property and shall direct their tenants, invitees, and guests to cooperate with and not to impede Licensee's and its contractors' access to Licensors' property and completion of the work.

**2. Grant of License:** For and in consideration of Licensee's covenants hereunder, Licensors hereby grant to Licensee a license (the "License") for the purpose of completing testing and investigation of the exterior north-facing wall of the Project. The license shall include all incidental rights of Licensees and its agents, contractors, guests, licensees and invitees for the purpose of access onto the Licensors' Property for the purpose of testing and investigation of the water intrusion and damage to the north-facing exterior wall of the Project. This License will terminate upon satisfactory completion of the testing and investigation of the Project exterior wall.

3. **Consideration for License:** Licensee shall pay to Licensors, Dina F. Payumo and Bethoven S Payumo, the total sum of \$50.00 per day for each day that the testing and investigation is ongoing on the Licensors' Property, including periods when equipment is present on or erected on Licensors' Property. Payment shall be made payable to Licensors and sent to 3021 Alemany Blvd., San Francisco, CA 94112.

4. **Duties of Licensee in License Area During Testing and Investigation:** Licensee and its contractors shall have the sole duty and responsibility to complete the testing and investigation of the Project, and to ensure that after completion, the Licensors' Property is returned to substantially the same condition as before testing and investigation. Licensee shall pay to Licensors a fee of \$100.00 per day for each day equipment remains on Licensors' Property after five (5) days from the first day that the equipment is present or erected on Licensors' Property.

5. **Indemnity:** Licensee shall Indemnify and hold Licensors harmless from and against any and all claims, demands, actions, causes of action, damages, losses and liability, alleged against or suffered or incurred by Licensors proximately resulting from and during the actual testing and investigation of the damaged exterior wall of the Project. Licensee's obligation to indemnify and hold harmless Licensors, contained within this agreement does not include a duty to defend Licensors. The obligation to indemnify shall terminate upon completion of the testing and investigation of the exterior wall of the Project and does not include any claims, demands, actions, causes of action, damages, losses and liability arising after the conclusion of the testing and investigation.

6. **Remedies of Licensors:** If any breach of this Agreement by Licensee is not cured within thirty (30) days following delivery of written notice concerning such breach, Licensors, in addition to any other legal or equitable remedies as may be available, shall have the right, but not the obligation, to take all reasonable actions as may be necessary to cure such breach and Licensors shall have the right to collect the costs of said actions from Licensee by any legal means.

7. **Taxes and Assessments:** Licensors shall continue to be liable for the payment of all property taxes and assessments levied on the Licensors' property, including, without limitation, the License Area.

8. **Notices:** All notices called for pursuant to this Agreement shall be given in writing by (i) personal delivery; (ii) first class U.S. Mail, postage prepaid; or (iii) by facsimile transmission and shall be deemed communicated when received. Notices shall be addressed as set forth below, but either party may change its address by giving written notice thereof to the other party in accordance with the provisions of this paragraph.

Licensors: Dina F. Payumo and Bethoven S. Payumo  
3021 Alemany Blvd.  
San Francisco, CA 94112  
(415) 810-3162

Licensee: Piedmont Walk HOA  
c/o SLPM Property Management  
Attn: Suzie Garcia  
575 Dutton Avenue  
San Leandro, CA 94577

**9. Entire Agreement:** This Agreement contains the entire agreement between the parties relating to the subject matter contained herein and supersedes all prior oral or written representations, promises and agreements of the parties related to the subject matter of this Agreement, all of which are merged herein. This Agreement may be amended only by a writing signed by both parties hereto.

**10. Governing Law:** This Agreement shall be interpreted and governed by the laws of the State of California.

**11. Further Acts:** The parties agree to perform any and all additional acts, and to execute any and all additional documents or instruments, which may be necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereby execute this Agreement as of the date and year first above set forth.

LICENSORS

\_\_\_\_\_  
Bethoven S. Payumo

\_\_\_\_\_  
Dina F. Payumo

PIEDMONT WALK HOMEOWNERS  
ASSOCIATION

LICENSEE

By \_\_\_\_\_

Title \_\_\_\_\_

