

June 19, 2017

VIA U.S. MAIL AND REGISTERED MAIL – RETURN RECEIPT REQUESTED

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

Re: Piedmont Walk HOA – Final Request for License

Dear Mrs. Payumo:

Per our prior communications, your neighbor the Piedmont Walk HOA is preparing to address a water intrusion problem with their building, and your willingness to provide access through your side walkway is necessary for the project's success.

We appreciate your patience while the HOA consulted with architectural and construction professionals. Based on their recommendations, the HOA plans to perform investigative work on the extent of the water intrusion and rot, by opening up portions of the stucco on the side of the building. This activity will allow for the development of a full scope of work for the project.

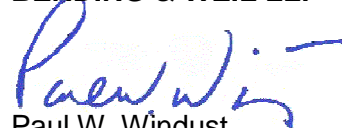
The investigative work will require a single day of access to the walkway between your building and the Piedmont Walk building and a portion of your parking area. The work will begin in the morning and will create some noise, but all work and repairs will be completed by the end of the day, and the contractor will clean-up all debris that same day.

After the completion of this investigative work, no further work will occur until the scope of work is completed and a contractor bid is accepted for the larger project. This process will likely take more than a month. At that point, we will be able to provide specific information about the HOA's access needs and timelines for the larger repair project.

Please execute the Right of Entry agreement enclosed with this letter and return to me as soon as possible. The HOA will provide you with at least 48 hours notice of its intent to enter upon your property. We would appreciate your most reliable contact information in order to provide you with prompt notice of entry.

Very truly yours,

BERDING & WEIL LLP



Paul W. Windust
Principal

pwindust@berdingweil.com

PWW:cl
Enclosure

cc: Board of Directors

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PIEDMONT WALK HOA

RIGHT OF ENTRY

Date: June 19, 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 19, 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 Licensors’ Property for the purposes of entering onto and bringing the necessary workers, tools and equipment as may be required to gain access to assess, investigate and repair 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 Licensors' Property 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 Licensors' Property, which claims are or may be secured by a mechanic's or materialmen's lien against the Licensors' Property, or any interest therein.

3. **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.

4. **No Obligation of HOA**. The grant of permission in no way obligates the HOA to repair any existing damage that might exist on the Licensors' 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.

5. **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.

6. **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.

7. **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.

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

9. **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.

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

11. **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)

C.L.

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.77	

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Sent To
 Dina F. Payumo / Bethoven S. Payumo
 Street, Apt. No., or PO Box No. 3021 Alemany Blvd.
 City, State, ZIP+4 San Francisco, CA 94112

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>Dina F. Payumo Bethoven S. Payumo 3021 Alemany Blvd. San Francisco, CA 94112</p> <div style="text-align: center;">  9590 9402 1963 6123 0421 82 </div> <p>2. Article Number (Transfer from service label) 7008 1140 0000 6702 6505</p>	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by D. PAYUMO 6/19/17</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <div style="text-align: center;">  </div> <p>3. Service Type</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt