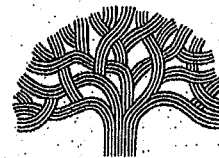


CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033

Community and Economic Development Agency
Real Estate Services

(510) 238-3541
FAX (510) 238-2240
TDD (510) 839-6451

January 21, 2016

Mr. Taylor Heanue (via email to: taylorheanue@yahoo.com)
3521 Calandria Avenue
Oakland, CA 94605

Re: Return of Security Deposit under License Agreement for Access and Removal of
Retaining Wall Encroaching on City Owned-Property (3521 Calandria Avenue)

Dear Mr. Heanue:

This relates to the License Agreement for Access and Removal of Retaining Wall Encroaching
on the City Owned Property ("License Agreement") located in the rear of 3521 Calandria
Avenue.

In accordance with the License Agreement, enclosed is the Cashier's Check dated September 14,
2015 for \$3,000 from Bank of America.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edwin H. Kawamoto".

Edwin H. Kawamoto
Real Estate Agent

Enclosure

The undersigned acknowledges the receipt of the enclosed Cashier's Check.

A handwritten signature in cursive script, appearing to read "Taylor Heanue".

Taylor Heanue

Date:

1/21/16

No. 0819407027

Cashier's Check



Bank of America

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

GRAND LAKE

0007 0000531

0216



BANK OF AMERICA
THREE ZERO ZERO ZERO CTS

00

Pay

To The CITY OF OAKLAND
Order Of REFUNDABLE DEPOSIT

Remitter (Purchased By): TAYLOR A HEANUE

Bank of America, N.A.
PHOENIX, AZ

Date 09/14/15 11:39:48 AM

09/14/2015

NAZ

Valid After 90 Days

***\$3,000.00

AUTHORIZED SIGNATURE

⑈0819407027⑈ ⑈122101706⑈ 45700293171⑈

⑈THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.⑈ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.⑈

00-53-9364B 11-2010

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, January 22, 2016 10:11 AM
To: Flynn, Rachel
Cc: taylorheanue@yahoo.com; Golde, James
Subject: RE: 3521 Calandria violation abated!
Attachments: 3521 Calandria Ave. Ltr. Dep. Jan. 2016.pdf

To Rachel:

In accordance with my email, I met with Mr. Heanue and inspected the property located 3521 Calandria Avenue. A new retaining wall has been installed to abate the encroachment over the City-owned property.

Attached for your files is my letter dated January 21, 2016, which Mr. Heanue has signed, to acknowledge the return of his security deposit in the form of a cashier's check pursuant to the terms and condition of the License Agreement.

Please let me know whether you have any questions.

Ed

From: Flynn, Rachel
Sent: Friday, January 15, 2016 3:07 PM
To: Kawamoto, Edwin
Cc: taylorheanue@yahoo.com; Golde, James
Subject: RE: 3521 Calandria violation abated!

Great news. Thanks Ed!

From: Kawamoto, Edwin
Sent: Friday, January 15, 2016 2:53 PM
To: Flynn, Rachel
Cc: taylorheanue@yahoo.com; Golde, James
Subject: RE: 3521 Calandria violation abated!

To Rachel:

In response to your email, I have scheduled a meeting with Taylor next Thursday (1/21/16) afternoon to inspect the Premises.

If the Premises have been vacated in accordance with the with our License Agreement, the security deposit for \$3,000 will be returned to Taylor.

Ed

From: Flynn, Rachel
Sent: Friday, January 15, 2016 1:53 PM
To: Taylor

Cc: Kawamoto, Edwin

Subject: Re: 3521 Calandria violation abated!

Hi Taylor, So glad to hear that you have removed the wall from the park. Congratulations and thank you.

Ed, How can Taylor get his security deposit returned?

Thanks, Rachel

On Jan 13, 2016, at 10:20 AM, Taylor <taylorheanue@yahoo.com> wrote:

hi Rachel & Ed -

Due to the recent rains, there had been a bit of a delay in getting the grading done, but I am happy to say that the violation behind 3521 Calandria is now completely abated!

Our work is now complete in the park and I wanted to let you know that at the advice of our contractor, we are leaving up the erosion control and safety fence to protect the area while the vegetation recovers in the freshly graded area. He recommends leaving it for 2-3 months at least. Otherwise we will be happy to remove this whenever you see fit.

We are also interested in getting an inspection, recovering the security deposit on the abatement, and clearing the violation from our record. Please let me know how to proceed there.

We are still working on getting the wall complete (it's mostly finished but not yet ready for inspection), but we are done working in the park.

thanks

Taylor Heanue
415-990-2275
3521 Calandria Ave
Oakland, CA 94605

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Monday, October 26, 2015 1:06 PM
To: 'Taylor'
Subject: RE: Copy of Lisenze agreement
Attachments: 3521 Calandria Ave. L.A. fully ex..pdf

To Taylor:

Attached is the fully executed License Agreement.

Ed

From: Taylor [<mailto:taylorheanue@yahoo.com>]
Sent: Thursday, October 22, 2015 1:01 PM
To: Kawamoto, Edwin
Subject: Copy of Lisenze agreement

hi Ed -

Could you please see about getting me a copy of the signed license agreement for our work in the park?

It would be great to get something as soon as possible for a legal matter I am involved in.

I left you a phone message as well.

thank you

Taylor Heanue
3521 Calandria Ave, Oakland
(415) 990-2275

LICENSE AGREEMENT FOR ACCESS AND WORK AREA FOR THE REMOVAL OF RETAINING WALL ENCROACHING ON CITY - OWNED PROPERTY

(3521 Calandria Avenue rear yard encroachment on King Estates)

This License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-owned Property ("Agreement") is effective as of September 22, 2015 ("Effective Date"), by and between the City of Oakland, a municipal corporation ("Licensor") and Joe Johnson, doing business as All Access Landscape & Concrete Construction ("Licensee").

RECITALS

This Agreement is made with respect to the following facts:

1. Licensor owns the real property (Assessor's Parcel Number: 043A-4675-002-24) known as the King Estate ("Property"). Taylor and Mica Heanue ("Owners") own 3521 Calandria Avenue, Oakland, CA ("Heanue Property"). The Heanue Property (Assessor's Parcel Number: 043A-4692-008-02) is located next to the Property. The backyard of the Heanue Property is improved with a cinder block retaining wall encroaching on part of the Property as shown on the attached Topographic Survey of a portion of the lands of Taylor A. & Mica Heanue, dated July 13, 2015 from CDS.
1. The Owners have retained Licensee to complete the work described in the attached Retaining Wall Design from Chilton Engineering dated 7/31/15, consisting of Sheets S1.0 and S2.0 ("Design Plans").
2. Licensee wishes to obtain a license to use part of the Property ("Premises") to complete the work shown and described in the Design Plans. The Premises include an area for access ("Access Area") and an area to complete the work ("Work Area") described in the Design Plan. The Access Area and the Work Area are shown both on the Design Plans.
3. Subject to the terms and conditions of this Agreement, Licensor agrees to grant Licensee a license to use Premises from the Effective Date to December 31, 2015.

AGREEMENTS

In consideration of the mutual covenants and undertakings described hereinafter, Licensor and Licensee agree as follows:

1. **License.** Licensor grants to Licensee a license to use the Premises for access and to complete the work described in the Design Plans subject to the terms and conditions of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and end on December 31, 2015 ("Term"). If Licensee fails to vacate the Premises on or before December 31, 2015, Licensee shall become a holdover Licensee and shall continue to comply with the terms and conditions of this Agreement except that Licensee agrees to pay the daily consideration of \$50 per day as set forth in this Agreement.

3. Use. For the Term of this Agreement, Licensee shall use the Premises for no other purpose than for access and to complete the work described in the Design Plans. Licensee agrees that the Access Area and the Work Area shall be restricted to the areas shown on the Design Plans to the exclusion of all other areas of the Property.

The use of Access Area shall be restricted for entry and exit of equipment, specifically an Excavator and a skid steer. The use of the Work Area shall be restricted to completing the work described in Design Plans for the excavation of dirt, the removal of the existing cinder block retaining wall, and the construction of a new retaining wall. Licensee shall place biodegradable erosion nets over the Work Area to prevent the movement of any soil. At Licensors request, Licensee shall remove the biodegradable erosion nets at the end of the Term. For the Term of this Agreement, Licensee's use of the Access Area and Work Area shall be limited to the hours between 7:30 AM and 5:00 PM from Monday to Saturday.

At the termination of this Agreement, the Premises must be cleaned and restored to the condition existing before Licensee's use of the Premises.

For the Term of this Agreement, Licensee shall not place or store on the Premises any foreign materials including but not limited to excavated soil, debris or other materials from any other project involving Licensee. If any foreign materials are placed or stored on the Premises, Licensors shall have the option to order a soils report or other study at Licensee's cost to determine any contamination. If such a report or study finds any contamination, Licensee shall be responsible for the cost of remediation pursuant to the terms and conditions of this Agreement.

4. Consideration. For the Term of this Agreement, Licensee shall be required to pay One Dollar (1) as consideration for Licensee's use of the Premises. If Licensee fails to vacate the Premises on or before December 31, 2015, Licensee shall become a holdover Licensee and agrees to pay Licensors the daily consideration of \$50 per day. Licensee shall pay the \$50 per day (or \$500 for 10 days) consideration in advance for 10 days of use to Licensors on or before December 31, 2015, and such payments shall continue thereafter for every 10-day period until Licensee vacates the Premises. Licensee agrees to make all payments payable to the City of Oakland and deliver such payments to Licensors as follows:

City of Oakland
Real Estate Division
250 Frank Ogawa Plaza
Room 4314
Oakland, California 94612

5. Security Deposit. To secure Licensee's performance under this Agreement, Licensee shall deliver to Licensor a cashier's check in the amount of \$3,000 payable to Licensor when this Agreement is signed and delivered to Licensor. If Licensee fails to comply with any provision of this Agreement after a five day written notice is delivered to Licensee, Licensor shall promptly deposit the cashier's check and credit the amount of the cashier's check against any monetary obligation that is due to Licensor. If Licensee complies with the Agreement, the cashier's check will not be deposited but it shall be returned to Licensee at the termination of the Agreement, if the Licensee has left the Premises in a condition satisfactory to Licensor and has complied with this Agreement. When the cashier's check is returned to Licensee, Licensee shall have no claim against Licensor or any permission to enter the Premises.

6. Business Tax Certificate and Administrative Processing Fee: Prior to the commencement of this Agreement, Licensee shall obtain and provide proof of a current and valid Business Tax Certificate from the City of Oakland. This certificate must remain current and valid during the Term of this Agreement.

Licensee shall also pay an Administrative Processing Fee in the amount of \$1,174 when this Agreement is delivered to Licensor. The Administrative Processing Fee covers the costs incurred by the Licensor in connection with this License.

7. Condition of the Property. Licensee has inspected the Premises and accepts the Premises in its "As Is" condition without any warranty expressed or implied from the Licensor. Licensee shall not use, cause or allow the use, storage, deposit or disposal of any hazardous material or substance on the Premises. If the Premises are contaminated during the Term of this Agreement, and such contamination requires mitigation, remediation, or removal under Federal or California State law, Licensee shall promptly undertake all necessary actions to remove the contaminating material or substance from the Premises at no cost to Licensor. If Licensee fails to comply after 24 hour written notice from Licensor, Licensor shall have the option to complete the work required to remove the hazardous material or substance at Licensee's cost.

8. Licensee's Care of License Area. At Licensee's cost, Licensee shall maintain and keep the Premises in good condition and vacate the Premises in the same condition as when Licensee accepted possession of the Premises. Licensee shall not make any alterations or improvements to the Premises without the prior written consent of Licensor. When this Agreement terminates, Licensee shall restore the Premises to its original condition, including but not limited to the removal of all graffiti, debris, litter, equipment, and other related materials at Licensee's own cost. If Licensee fails to restore the Premises to the Licensor's satisfaction after 24 hour written notice from Licensor, Licensor shall have the option to complete the work required to restore the Premises to its original condition at Licensee's cost.

9. Legal Requirements. Licensee's use shall comply with all applicable laws. Licensee shall obtain all applicable permits for the use of the Premises, and Licensee shall comply with the requirements of such permits during the Term of this Agreement and any holdover term.

10. Cleaning. At Licensee's cost, Licensee shall keep the Premises free and clear of graffiti, garbage and debris for the Term of this Agreement and any holdover term. At a minimum,

Licensee shall provide routine maintenance, garbage and debris removal services to the Premise on each day for the Term of this Agreement and any holdover term.

11. Emergency Interruption of Use. If the use of the Premises is interrupted or rendered unlawful or unsafe by any governmental action or other calamity, Licensor (and only Licensor) shall have the option to terminate this Agreement with twenty four (24) hour advance written notice to Licensee. If Licensor exercises Licensor's option to terminate this Agreement pursuant to this paragraph, neither party shall be liable to the other party for any resulting damages and Licensor shall prorate and refund the part of the consideration paid to Licensor for the remaining Term of this Agreement.

12. Insurance. For the Term of this Agreement, Licensee shall purchase and pay for insurance required under the attached Schedule Q.

13. Mechanics' Liens. Licensee shall keep the Premises free and clear of all mechanics' liens arising, or alleged to arise, in connection with the Work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the Premises in connection with Licensee's use of the Premises as set forth in this Agreement, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

14. Licensee's Indemnity. Licensee agrees to protect, defend (with counsel acceptable to Licensor), indemnify, save, and hold Licensor (including City Council members, officers, employees and agents of Licensor) harmless from any actions, liability, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") resulting from Licensee's use of the Premises. Licensee agrees that Licensee has an immediate and independent obligation to defend Licensor (including Licensor's City Council members, officers, employees and agents) and the City of Oakland (including City Council members, officers, employees and agents) from any Actions, when such Action is tendered to Licensee and shall continue thereafter until the Action is resolved to the satisfaction of Licensor. Licensee's obligations shall survive the expiration or sooner termination of this Agreement.

15. Termination Due to Default. After receipt of written notice from Licensor, Licensee shall have 24 hours to cure any default listed in such notice. If Licensee fails to cure any default within the 24 hour period, Licensor shall have the option to terminate this Agreement. Such defaults under this Agreement include but are not limited to the following:

- A. Failure to pay any monetary considerations when due and payable under this Agreement.
- B. Failure to deliver a copy of the Business Tax Certificate required under this Agreement.
- C. Failure to use the Premises in accordance with this Agreement.
- D. Failure to maintain and keep the Premises in good repair under this Agreement.
- E. Failure to keep the Premises free and clear of graffiti, garbage and debris required under this Agreement.
- F. Failure to obtain and comply with insurance requirements under this Agreement.

G. Failure to reimburse Licensor for any cost paid by Licensor that Licensee is obligated to pay under this Agreement, which include but are not limited to the cost of restoration, repair and maintenance, keeping the Premises free and clear of garbage and debris, and any other related expense under the Agreement.

H. Failure to keep the Premises free and clear of any mechanic's lien.

In addition to the option to terminate this Agreement, Licensor shall be entitled to exercise all other rights and remedies available to enforce the terms and conditions of this Agreement.

16. Notices. Every notice, demand or request provided or permitted to be given under this Agreement ("Notice") must be in writing and may be served in one or more of the following ways: (i) by depositing the Notice in the United States Mail, postage prepaid, certified or registered mail with return receipt requested; (ii) by delivering the Notice in person to the party to be notified via a delivery service or otherwise; (iii) by Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of the Notice to the recipient's address; (iv) by electronic mail with notification generated by the recipient's computer that the Notification was successfully delivered to the electronic mail address shown below. Any party giving notice shall use reasonable efforts to send a copy of the Notice by electronic mail on the same date as deposited in the mail or given to an overnight courier. Notice given in accordance with the provisions of this paragraph shall be deemed given and shall be effective upon the earlier of actual receipt (including, without limitation, receipt of an electronic mail transmission) or refusal of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Licensee: Joe Johnson

All Access Landscape & Concrete Construction
15501G San Pablo Avenue, #226
Richmond, CA 94806

With a copy to: Taylor and Mica Heanue

3521 Calandria Avenue
Oakland, CA 94605

If to Licensor: City of Oakland

Real Estate Division
250 Frank H. Ogawa Plaza, Fourth Floor
Oakland, California 94612-2032
Attention: Manager of Real Estate

Any party can change the above address for Notice by giving Notice of the new address to the other party in accordance with the terms of this paragraph.

17. Entire Agreement. This Agreement contains the entire understanding between the parties relating to this transaction and may not be amended except in writing signed by both parties.

18. Nonassignability. The license granted under this Agreement is personal to Licensee. Licensee shall not assign, transfer, pledge or sublicense this Agreement without the prior written consent of Licensor.

19. Choice of Law and Jurisdiction. The laws of the State of California apply to this Agreement. The parties agree that any dispute with respect to this Agreement shall be subject to the jurisdiction of the Superior Court of Alameda County.

20. Litigation Costs. If an action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other costs and fees from the other party.

21. Attachments. All attachments referenced in this Agreement are attached hereto and made a part of this Agreement. In the event that any provision in this Agreement conflicts with any provision in any attachments, the provisions in this Agreement shall supersede and prevail over any conflicting provision in the attachments.

22. Authority to Enter into Agreement. Any individual signing this Agreement on behalf of any corporation or other form business entity warrants and represents that this individual has the authority from that corporation or other form of business entity to sign and to deliver this Agreement to Licensor and that this Agreement will be binding on the corporation or other business entity.

23. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

24. Time is of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

Licensors:

City of Oakland,
a municipal corporation

By: _____

Date: 7/21/15

Licensee:

All Access Landscape & Concrete
Construction

By: _____

Name: Joe Johnson

Its: _____

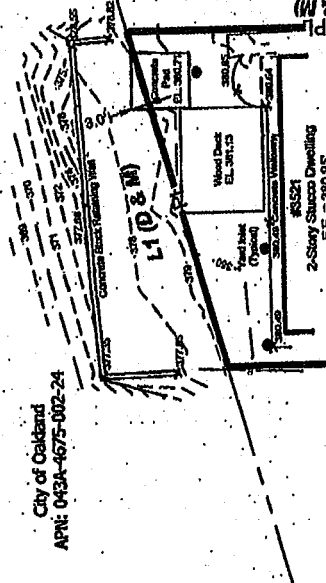
Date: 9/21/15

Approved as to form and legality:

Krishna Petrucci
Office of the City Attorney

Table of Attachments	
Attachment	Descriptions
Survey Map	Topographic Survey of a portion of the lands of Taylor A. & Mica Heanue, dated July 13, 2015 from CDS
Design Plans	Retaining Wall Design from Chilton Engineering dated 7/31/15, consisting of Sheets S1.0 and S2.0
Insurance Requirements	Schedule Q

City of Oakland
APN: 043A-4675-002-24



James A. Chaney &
Millicent Nira Morris-Chaney
Instrument No: 2005-458695
APN: 043A-4692-007

Taylor A. & Mica Heanue
Instrument No: 2010115259
APN: 043A-4692-008-02
Total Land Area:
5.946 ac. ±
0.1227 acres ±

Mia Stranicle Wright
Instrument No: 2007367556
APN: 043A-4692-008-03

Surveyor's Notes:

- Elevations shown hereon are based on GPS RTK using Leica SmartNet.
- The purpose of this survey is for the construction of a proposed retaining wall at the rear of the subject property. Not all improvements were located at the time of survey.
- Fieldwork was performed on July 3, 2015.
- Underground utilities were not located at the time of survey.
- Bearings shown hereon are based on an assumed bearing of S89°36'40\"/>

Crest Drive
(60' Public Right-of-Way)

Found 5/8\"/>

Calandria Avenue
(60' Public Right-of-Way)

Surveyor's Certification:
I, Dayn Bernard do hereby certify that this topographic survey meets the minimum standards for the State of California.



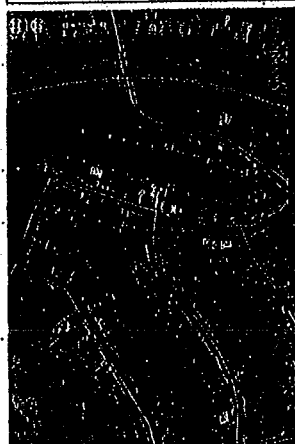
Dayn Bernard
California Professional Land Surveyor L-7710
Expires December 31, 2016

**Topographic Survey of a portion of
the lands of Taylor A. & Mica Heanue**
1521 Calandria Avenue, Oakland, CA 94605

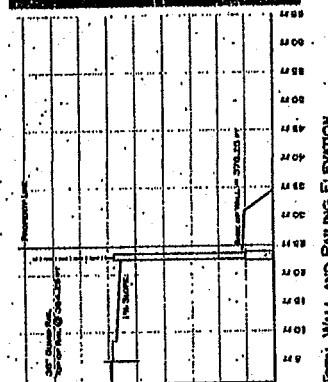
Drawn By: RLJ Approved: DB
Date: July 13, 2015
Surveyors Reference #: 15-07-0028

CDS
COMMERCIAL
DUE DILIGENCE SERVICES
1700 South Broadway, Bldg E
Moore, Oklahoma 73160
Office: 405-378-5800 - Fax: 405-703-1851
Toll Free: 888-457-7678

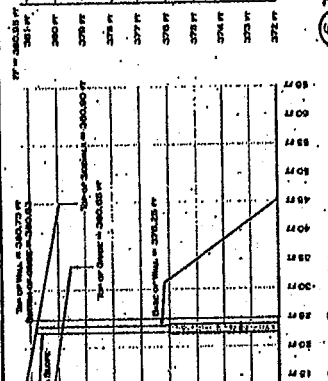
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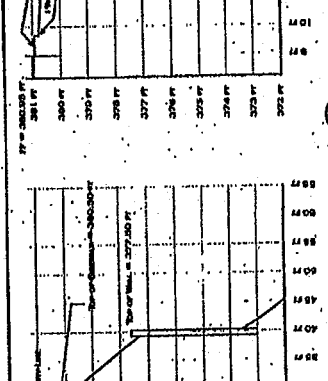
SITE MAP



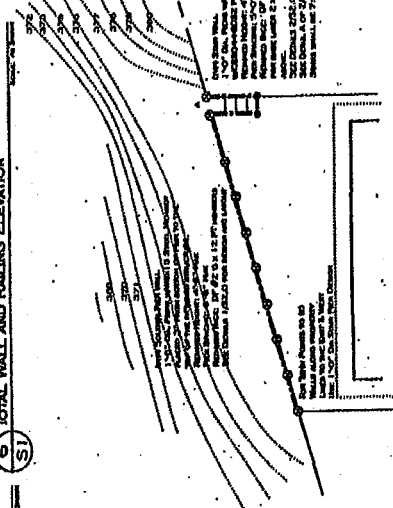
5 CROSS SECTION EXISTING CONDITIONS



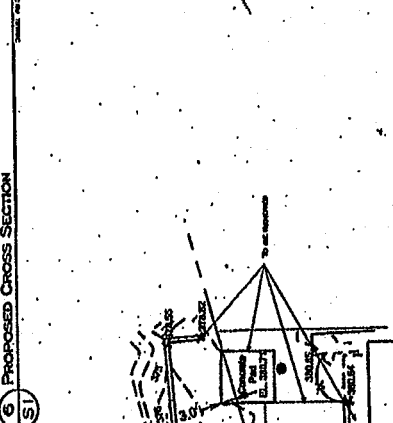
6 PROPOSED CROSS SECTION



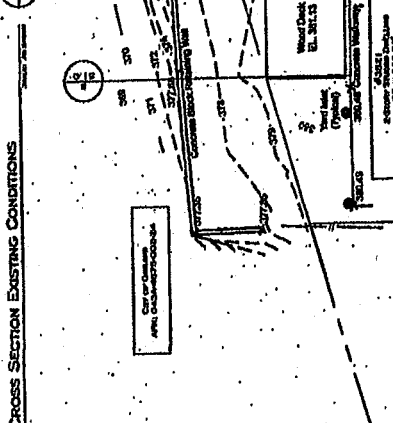
7 TOTAL WALL AND RAILING ELEVATION



4 RETAINING WALL DESIGN



3 EXISTING CONDITIONS



2 DRAINAGE

1 GRADING CONDITIONS & PLAN LAYOUT

Chilton Engineering
CIVIL ENGINEERING & SURVEILLANCE DESIGN
2801 HILLTOP DR., #27
RICHMOND, CA 94808

RETAINING WALL DESIGN
TAYLOR & MICA HEAVEN
1521 CALANDRIA AVE
OAKLAND, CA 94608

PROJECT: 1521 CALANDRIA AVE
DATE: 03/18/18
SCALE: 1"=10'



DESIGNED BY: J. CHILTON
CHECKED BY: J. CHILTON
DATE: 03/18/18

PROJECT: 1521 CALANDRIA AVE
DATE: 03/18/18
SCALE: 1"=10'

PROJECT: 1521 CALANDRIA AVE
DATE: 03/18/18
SCALE: 1"=10'

PROJECT: 1521 CALANDRIA AVE
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PROJECT: 1521 CALANDRIA AVE
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PROJECT: 1521 CALANDRIA AVE
DATE: 03/18/18
SCALE: 1"=10'

PROJECT: Retaining Wall Design

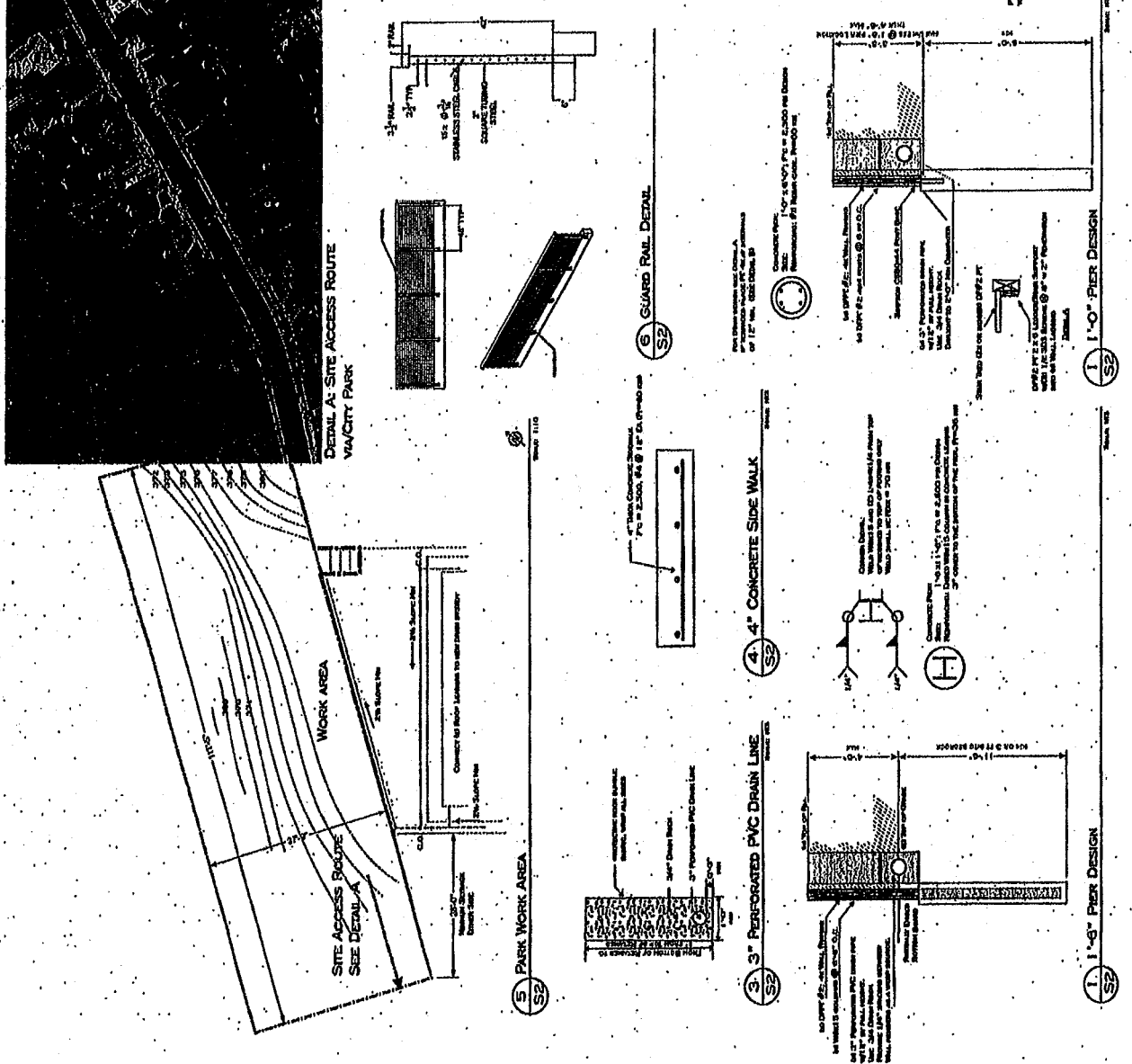
CLIENT: Taylor & Mica Heavue
1821 Cavaliera Ave
Oakland, CA 94608

DATE: June 15, 2022
2022 Hilltop Dr.
Richmond, CA 94808

DESIGNER: NUC

REVISIONS:

1. Original Submittal: None
2. Final Submittal: None
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Schedule Q

INSURANCE REQUIREMENTS

a. General Liability, Automobile, Workers' Compensation and Professional Liability

Licensee shall procure, prior to commencement of service, and keep in force for the term of this contract, at Licensee's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Licensee shall provide the City with copies of all insurance policies. Alternatively, the Licensee may Self-Insure and provide a Certificate of Self-Insurance necessary to represent the coverages specified below. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent Licensees, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability Insurance.** Licensee shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Licensee certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Licensee shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Environmental Pollution Liability Insurance.** Licensee shall maintain environmental pollution liability insurance with a limit of not less than \$2,000,000 each occurrence for claims which may arise from any cause or causes resulting from the operations and/or use of the property, or the sidewalks adjacent thereto by Licensee, his agents, customers, business invitees and or any persons acting on Licensee's behalf. Licensee must maintain the Environmental Pollution Policy, with limits as described above, in full force and effect for a period of three (3) years after the termination of this agreement.

b. Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- i. **Insured Status (Additional Insured):** Licensee shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Licensee submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its employees, agents and sub-licensees; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Licensee shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

If such coverages as specified above are cancelled or reduced, Licensee shall, within 15 days after receipt of written notice from the City of such cancellation or reduction of coverage, but in no event later than the date of such cancellation or reduction, show proof that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to show proof of sufficient insurance coverages as specified above, the City may terminate this agreement.

Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

d. Proof of Insurance

Licensee will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Licensee's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the agreement.

e. Sub-Licensees

Should the Licensee subcontract out the work required under this agreement, they shall include all Sub-licensees as insured's under its policies or shall maintain separate certificates and endorsements for each Sub-licensee. As an alternative, the Licensee may require all Sub-licensees to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Licensee shall be named as additional insured under the Sub-licensee's General Liability policy. All coverages for Sub-licensees shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

f. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

g. Waiver of Subrogation

Licensee waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

h. Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

i. Higher Limits of Insurance

If the Licensee maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the Licensee.

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Tuesday, September 22, 2015 8:45 AM
To: Flynn, Rachel
Cc: Golde, James; Pettitt, Krishna
Subject: FW: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property.
Attachments: 3521 Calandria Ave. L.A. app. CA.pdf

To Rachel:

In response to your email, I am forwarding my email to Taylor.

The next step is for Taylor to comply with the request set forth in my email.

Ed

From: Kawamoto, Edwin
Sent: Monday, September 21, 2015 10:47 AM
To: taylorheanue@yahoo.com
Subject: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property.

To Taylor:

Attached is the proposed License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property ("Agreements"), which the City Attorney has reviewed and approved for form and legality.

If the Agreement is acceptable, please return to me two signed Agreements with the following:

1. Check for \$1 covering the license consideration.
2. Cashier's Check for \$3,000 for the security deposit.
3. Copy of the Business Tax Certificate.

Please let me know whether you have any questions.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Monday, September 21, 2015 10:47 AM
To: taylorheanue@yahoo.com
Subject: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property.
Attachments: 3521 Calandria Ave. L.A. app. CA.pdf

To Taylor:

Attached is the proposed License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property ("Agreements"), which the City Attorney has reviewed and approved for form and legality.

If the Agreement is acceptable, please return to me two signed Agreements with the following:

1. Check for \$1 covering the license consideration.
2. Cashier's Check for \$3,000 for the security deposit.
3. Copy of the Business Tax Certificate.

Please let me know whether you have any questions.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Monday, September 21, 2015 10:47 AM
To: taylorheanue@yahoo.com
Subject: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property.
Attachments: 3521 Calandria Ave. L.A. app. CA.pdf

To Taylor:

Attached is the proposed License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-Owned Property ("Agreements"), which the City Attorney has reviewed and approved for form and legality.

If the Agreement is acceptable, please return to me two signed Agreements with the following:

1. Check for \$1 covering the license consideration.
2. Cashier's Check for \$3,000 for the security deposit.
3. Copy of the Business Tax Certificate.

Please let me know whether you have any questions.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Tuesday, September 15, 2015 2:25 PM
To: Golde, James
Cc: Flynn, Rachel
Subject: FW: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on Tiy-owned Property
Attachments: 3521 Calandria Ave. Ins. Req. Schedule Q 2015.docx; 3521 Calandria Ave. Design Plan.pdf; 3521 Calandria Ave. Topographical Survey.pdf; 3521 Calandria Ave. Lic.Ag. Rev. 1.docx

To James:

Attached are the documents for the City Attorney's approval for form and legality.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Tuesday, September 15, 2015 1:44 PM
To: 'Taylor'
Cc: Golde, James; Flynn, Rachel
Subject: RE: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on Tiy-owned Property
Attachments: 3521 Calandria Ave. Lic.Ag. Rev. 1.docx

To Taylor:

In response to your email, attached is the revised License Agreement reflecting your comments.

Please let me know whether you have any comments.

Ed

From: Taylor [<mailto:taylorheanue@yahoo.com>]
Sent: Tuesday, September 15, 2015 9:52 AM
To: Kawamoto, Edwin
Subject: Re: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on Tiy-owned Property

hi Ed -

I spoke with my contractor and we are both fine with the document except we would like the following 2 changes:

- 1) Please change the "start date" from "October 1" to "date of signing" or if you can't put that let's pick a day that is closer. Or maybe leave a blank that can be filled in when we sign?
- 2) Please move the sentence about the erosion net to the paragraph about how we are leaving the Premises so it's clear that the erosion net will be left behind:

"At the termination of this Agreement, the Premises must be cleaned and restored to the condition existing before Licensee's use of the Premises. Biodegradable erosion net shall be left over the Work Area to prevent the movement of any exposed soil."

other than that we are ready to sign and drop off the check.

thanks

taylor
(415) 990-2275

From: "Kawamoto, Edwin" <EKawamoto@oaklandnet.com>

To: "taylorheanue@yahoo.com" <taylorheanue@yahoo.com>

Cc: "Flynn, Rachel" <RFlynn@oaklandnet.com>; "Fielding, Rich" <RFielding@oaklandnet.com>; "Golde, James" <JGolde@oaklandnet.com>

Sent: Monday, September 14, 2015 3:22 PM

Subject: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on Tiy-owned Property

To Taylor:

Attached is the proposed License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-owned Property ("Agreement") with the following documents:

1. Topographical Survey of a portion of the lands of Taylor A. & Mica Heanue
2. Retaining Wall Design
3. Schedule Q

Please review the Agreement with Joe Johnson and let me know whether you have any questions or comments.

To expedite matters, the Agreement has been emailed to you without the benefit of review by other involved in the proposed transaction so the Agreement is subject to changes.

Ed

LICENSE AGREEMENT FOR ACCESS AND WORK AREA FOR THE REMOVAL OF RETAINING WALL ENCROACHING ON CITY – OWNED PROPERTY

(3521 Calandria Avenue rear yard encroachment on King Estates)

This License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-owned Property ("Agreement") is effective as of _____, 2015 ("Effective Date"), by and between the City of Oakland, a municipal corporation ("Licensor") and Joe Johnson, doing business as All Access Landscaping Construction ("Licensee").

RECITALS

This Agreement is made with respect to the following facts:

1. Licensor owns the real property (Assessor's Parcel Number: 043A-4675-002-24) known as the King Estate ("Property"). Taylor and Mica Heanue ("Owners") own 3521 Calandria Avenue, Oakland, CA ("Heanue Property"). The Heanue Property (Assessor's Parcel Number: 043A-5675-002-24) is located next to the Property. The backyard of the Heanue Property is improved with a cinderblock retaining wall encroaching on part of the Property as shown on the attached Topographic Survey of a portion of the lands of Taylor A. & Mica Heanue, dated July 13, 2015 from CDS.
1. The Owners have retained Licensee to complete the work described in the attached Retaining Wall Design from Chilton Engineering dated 7/31/15, consisting of Sheets S1.0 and S2.0 ("Design Plans").
2. Licensee wishes to obtain a license to use part of the Property ("Premises") to complete the work shown and described in the Design Plans. The Premises include an area for access ("Access Area") and for area to complete work ("Work Area") described in the Design Plan. The Access Area and the Work Area are shown both on the Design Plans.
3. Subject to the terms and conditions of this Agreement, Licensor agrees to grant Licensee a license to use Premises from the Effective Date to December 31, 2015.

AGREEMENTS

In consideration of the mutual covenants and undertakings described hereinafter, Licensor and Licensee agree as follows:

1. **License.** Licensor grants to Licensee a license to use the Premises for access and to complete the work described in the Design Plans subject to the terms and conditions of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and end on December 31, 2015. If Licensee fails to vacate the Premises on December 31, 2015, Licensee shall become a holdover Licensee and shall continue to comply with the terms and conditions of this Agreement except that Licensee agrees to pay the daily consideration \$50 per day as set forth in this Agreement.

3. Use. For the Term of this Agreement, Licensee shall use the Premises for no other purpose than for access and to complete the work described in the Design Plans. Licensee agrees that the Access Area and the Work Area shall be restricted to the areas shown on the Design Plans to the exclusion of all other areas of the Property.

The use of Access Area shall be restricted for entry and exit of an Excavator and a skid steer. The use of the Work Area shall be restricted to completing the work described in Design Plans for the excavation of dirt, the removal of the existing cinder block retaining wall, and the construction of a new retaining wall. Licensee shall place biodegradable erosion nets over the Work Area to prevent the movement of any soil. At Licensors request, Licensee shall remove the biodegradable erosion nets at the end of the Term. For the term of this Agreement, Licensee's use of the Access Area and Work Area shall be limited to the hours between 7:30 AM and 5:00 PM from Monday to Saturday.

At the termination of this Agreement, the Premises must be cleaned and restored to the condition existing before Licensee's use of the Premises.

For the Term of this Agreement, Licensee shall not place or store on the Premises any foreign materials including but not limited to excavated soil, debris or other materials from any other project involving Licensee. If any foreign materials is placed or stored on the Premises, Licensors shall have the option to order a soils report or other study at Licensee's cost to determine any contamination. If such a report of study finds any contamination, Licensee shall be responsible for the cost of remediation pursuant to the terms and conditions of this Agreement.

4. Consideration. For the Term of this Agreement, Licensee shall not be required to pay any license consideration if Licensee vacates the Premises on or before December 31, 2015 and complies with the terms and conditions of this Agreement. If Licensee fails to vacate the Premises on or before December 31, 2015, Licensee shall become a holdover Licensee and agrees to pay Licensors the daily consideration of \$50 per day. Licensee shall pay the \$50 per day (or \$500 for 10 days) consideration in advance for 10 days of use to Licensors on or before December 31, 2015, and such payments shall continue thereafter for every 10-day period until Licensee vacates the License Area. Licensee agrees to make all payments to the City of Oakland and deliver such payments to Licensors as follows:

City of Oakland
Real Estate Division
250 Frank Ogawa Plaza
Room 4314
Oakland, California 94612

5. Security Deposit. To secure Licensee's performance under this Agreement, Licensee deliver to Licenser a cashier's check for \$3,000 payable to Licenser when this Agreement is signed and delivered to Licenser. If Licensee fails to comply with any provision of this Agreement after a five day written notice is delivered to Licensee, Licenser shall promptly deposit the cashier's check and credit the amount of the cashier's check against any monetary obligation that is due to Licenser. If Licensee complies with the Agreement, the cashier's check will not be deposited but it shall be returned to Licensee at the termination of the Agreement, if the Licensee has left the Premises in a condition satisfactory to Licenser and has complied with this Agreement. When the cashier's check is returned to Licensee, Licensee shall have no claim against Licenser or any permission to enter the Premises.

6. Business Tax Certificate and Administrative Processing Fee: Prior to the commencement of this Agreement, Licensee shall obtain and provide proof of a current and valid business tax certificate in the Licensee from the City of Oakland. This certificate must remain current and valid during the term of this Agreement.

Licensee shall also pay an Administrative Processing Fee of \$1,174 when this Agreement is delivered to Licenser.

7. Condition of the Property. Licensee has inspected the Premises and accepts the Premises in its "As Is" condition without any warranty expressed or implied. Licensee shall not use, cause or allow the use, storage, deposit or disposal of any hazardous material or substance on the Premises. If the Premises are contaminated during the Term of this Agreement, and such contamination requires mitigation, remediation, or removal under Federal or California State law, Licensee shall promptly undertake all necessary actions to remove the contaminating material or substance from the Premises at no cost to Licenser. If Licensee fails to comply after 24 hour written notice from Licenser, Licenser shall have the option to complete the work required to remove the hazardous material or substance at Licensee's cost.

8. Licensee's Care of License Area. At Licensee's cost, Licensee shall maintain and keep the Premises in good condition and vacate the Premises in the same condition when Licensee accepted possession of the Premises. Licensee shall not make any alterations or improvements to the Premises without the prior written consent of Licenser. When this Agreement terminates, Licensee shall restore the Premises to its original condition, including but not limited to the removal of all graffiti, debris, litter, equipment, and other related materials at Licensee's own cost. If Licensee fails to restore the Premises to the Licenser's satisfaction after 24 hour written notice from Licenser, Licenser shall have the option to complete the work required to restore the Premises to its original condition at Licensee's cost.

9. Legal Requirements. Licensee's use shall comply with all applicable laws. Licensee shall obtain all applicable permits for the use of the Premises, and Licensee shall comply with the requirements of such permits during the term of this Agreement.

10. Cleaning. At Licensee's cost, Licensee shall keep the Premises free and clear of graffiti, garbage and debris for the term of this Agreement. At a minimum, Licensee shall provide

routine maintenance, garbage and debris removal services to the Premise on each day for the term of this Agreement.

11. Emergency Interruption of Use. If the use of the Premises is interrupted or rendered unlawful or unsafe from any governmental action or other calamity, Licensor (and only Licensor) shall have the option to terminate this Agreement with twenty four (24) hour advance written notice to Licensee. If Licensor exercises Licensor's option to terminate this Agreement pursuant to this paragraph, neither party shall be liable to the other party for any resulting damages and Licensor shall prorate and refund the part of the consideration paid to Licensor for the remaining term of this Agreement.

12. Insurance. For the Term of this Agreement, Licensee shall purchase and pay for insurance required under the attached Schedule Q.

13. Mechanics' Liens. Licensee shall keep the Premises free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the Premises in connection with Licensee's use of the Premises as set forth in this Agreement, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

14. Licensee's Indemnity. Licensee agrees to protect, defend (with counsel acceptable to Licensor), indemnify, save, and hold Licensor (including City Council members, officers, employees and agents) harmless from any actions, liability, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") resulting from Licensee's use of the Premises. Licensee agrees that Licensee has an immediate and independent obligation to defend Licensor (including Licensor's board members, officers, employees and agents) and the City of Oakland (including City Council members, officers, employees and agents) from any Actions, when such a claim is tendered to Licensee and shall continue thereafter until the matter is resolved to the satisfaction of Licensor. Licensee's obligations shall survive the expiration or sooner termination of this Agreement.

15. Termination Due to Default. After receipt of written notice from Licensor, Licensee shall have 24 hours to cure any default listed in such notice. If Licensee fails to cure any default within the 24 hour period, Licensor shall have the option to terminate this Agreement. Such defaults under this Agreement include but are not limited to the following:

- A. Failure to pay any monetary considerations when due and payable under this Agreement.
- B. Failure to deliver a copy of the Business Tax Certificate required under this Agreement.
- C. Failure to use the Premises in accordance with this Agreement.
- D. Failure to maintain and keep the Premises in good repair under this Agreement.
- E. Failure to keep the Premises free and clear of graffiti, garbage and debris required under this Agreement.
- F. Failure to comply with insurances requirements under this Agreement.

- G. Failure to reimburse Licensor for any cost paid by Licensor that Licensee is obligated to pay under this Agreement, which include but not limited to the cost of restoration, repair and maintenance, keeping the Premises free and clear of garbage and debris, and any other related expense under the Agreement.
- H. Failure to keep the Premises free and clear of any mechanic's lien.

In addition to the option to terminate this Agreement, Licensor shall be entitled to exercise all other rights and remedies available to enforce the terms and conditions of this Agreement.

16. Notices. Every notice, demand or request provided or permitted to be given under this Agreement ("**Notice**") must be in writing and may be served in one or more of the following ways: (i) by depositing the Notice in the United States Mail, postage prepaid, certified or registered mail with return receipt requested; (ii) by delivering the Notice in person to the party to be notified via a delivery service or otherwise; (iii) by Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of the Notice to the recipient's address; (iv) by electronic mail with notification generated by the recipient's computer that the Notification was successfully delivered to the electronic mail address shown below. Any party giving notice shall use reasonable efforts to send a copy of the Notice by electronic mail on the same date as deposited in the mail or given to an overnight courier. Notice given in accordance with the provisions of this paragraph shall be deemed given and shall be effective upon the earlier of actual receipt (including, without limitation, receipt of a electronic mail transmission) or refusal of delivery. For purposes of notice, the addresses of the parties shall be as follows:

If to Licensee: Taylor and Mica Heanue
3521 Calandria Avenue
Oakland, CA 94605

Joe Johnson
15501 G San Pablo Avenue, #226
Richmond, CA 9

If to Licensor: City of Oakland
Real Estate Division
250 Frank H. Ogawa Plaza, Fourth Floor
Oakland, California 94612-2032
Attention: Manager of Real Estate

Any party can change the above address for notice by giving notice of the new address to the other party in accordance with the terms of this paragraph.

17. Entire Agreement. This Agreement contains the entire understanding between the parties relating to this transaction and may not be amended except in writing signed by both parties.

18. Nonassignability. The license granted under this Agreement is personal to Licensee. Licensee shall not assign, transfer, pledge or sublicense this Agreement without the prior written consent of Licensor.

19. Choice of Law and Jurisdiction. The laws of the State of California apply to this Agreement. The parties agree that any dispute with respect to this Agreement shall be subject to the jurisdiction of the Superior Court of Alameda County.

20. Litigation Costs. If an action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other costs and fees from the other party.

21. Attachments. All attachments referenced in this Agreement are attached hereto and made a part of this Agreement. In the event that any provision in this Agreement conflicts with any provision in any exhibits, the provisions in this Agreement shall supersede and prevail over any conflicting provision in the exhibits.

22. Authority to Enter into Agreement. Any individual signing this Agreement on behalf of any corporation or other form business entity warrants and represents that this individual has the authority from that corporation or other form of business entity to sign and to deliver this Agreement to Licensor and that this Agreement will be binding on the corporation or other business entity.

23. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

24. Time is of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

Licensor:
City of Oakland
A Municipal corporation

Licensee: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Approved as to form and legality:

Office of the City Attorney

Table of Attachments	
Attachment	Descriptions
Survey Map	Topographic Survey of a portion of the lands of Taylor A. & Mica Heanue, dated July 13, 2015 from CDS
Design Plans	Retaining Wall Design from Chilton Engineering dated 7//31/15, consisting of Sheets S1.0 and S2.0
Insurance Requirements	Schedule Q

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Monday, September 14, 2015 3:22 PM
To: taylorheanue@yahoo.com
Cc: Flynn, Rachel; Fielding, Rich; Golde, James
Subject: 3521 Calandria Avenue: License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on Tiy-owned Property
Attachments: 3521 Calandria Ave. Ins. Req. Schedule Q 2015.docx; 3521 Calandria Ave. Design Plan.pdf; 3521 Calandria Ave. Lic.Ag. Rev..docx; 3521 Calandria Ave. Topographical Survey.pdf

To Taylor:

Attached is the proposed License Agreement for Access and Work Area for the Removal of Retaining Wall Encroaching on City-owned Property ("Agreement") with the following documents:

1. Topographical Survey of a portion of the lands of Taylor A. & Mica Heanue
2. Retaining Wall Design
3. Schedule Q

Please review the Agreement with Joe Johnson and let me know whether you have any questions or comments.

To expedite matters, the Agreement has been emailed to you without the benefit of review by other involved in the proposed transaction so the Agreement is subject to changes.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, September 11, 2015 2:07 PM
To: taylorheanue@yahoo.com
Cc: Golde, James
Subject: FW: 3521 Calandria Avenue: License Agreement
Attachments: Oakland S - Chilton Final.pdf; R-15-07-0039-SURVEY-CONVERTED.PDF; All Access -- Insurance.PDF

To Taylor:

Thanks for the requested information.

Ed

From: Taylor [<mailto:taylorheanue@yahoo.com>]
Sent: Friday, September 11, 2015 9:18 AM
To: Kawamoto, Edwin
Subject: Fw: 3521 Calandria Avenue: License Agreement

hi Ed please see below

taylor

----- Forwarded Message -----

From: Taylor <taylorheanue@yahoo.com>
To: "Kawamoto, Edwin" <EKawamoto@oaklandnet.com>
Sent: Wednesday, September 9, 2015 11:41 AM
Subject: Re: 3521 Calandria Avenue: License Agreement

hi Ed -

See answers below. We are looking forward to executing this agreement as soon as possible. Anything you can do to expedite the process would be appreciated!

thanks

Taylor Heanue
3521 Calandria Ave
Oakland, CA 94605

1. Name of party who will sign the license

a. Joe Johnson, All Access Landscape Construction

2. Confirm the identification of the Property and locate that part of the Property for the contractor's use for access and the removal of the existing retaining wall and installation of the new retaining wall.
 - a. Heanue: 3521 Calandria Ave. (APN: 043A-4692-008-02)
 - b. City of Oakland Land (APN: 043A-4675-002-24)
 - c. Also see attached survey
 - d. Also see attached approved building plans showing work area and access area
3. Map showing that part of the Property for the contractor's use including but not limited to the access area and the work area to remove the existing retaining wall.
 - a. See attached approved building plans for work area and access area details
4. Term of license (commencement and ending date)
 - a. September 9, 2015 – November 9, 2015
5. Describe the use of the access area in terms of tools, equipment and personnel
 - a. We will use a Excavator 8-12 pound range with a various size buckets. May use a jack hammer if wall becomes difficult to take down.
 - b. Will use skid steer to move all demolition from backyard.
6. Describe the scope of work for the work area
 - a. See attached Building Plan
 - b. Excavation of dirt and removal of existing cinder block retaining wall to build new wall according to plan provided by homeowner
7. Work schedule for the use of the access area and work area and personnel involved in such work
 - a. 7:30 to 5 Monday through Saturday
8. Repair, maintenance and cleaning of the access and work areas
 - a. Park area will restored where construction activities have disrupted it
 - b. Biodegradable erosion net will be placed over work area to prevent movement of topsoil.
9. Improvement plan (include the installation of fence, gate, locks, lighting, and grading)
 - a. See attached Building plan. There will also be a lockable door at the bottom of the stairs.

10. Security plan (include off and on premise monitoring and positioning of security personnel)

- a. Video surveillance system in use covering the work area
- b. Residents will be in house nearby within visual range and can monitor the jobsite.

11. Payment of Administrative Processing Fee to the City: \$1,174

- a. Heanue to pay

12. Security Deposit: \$3,000

- a. Heanue to pay

13. Proof of Insurance:

- a. See attached

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, September 04, 2015 11:50 AM
To: taylorheanue@yahoo.com
Subject: 3521 Calandria Avenue: License Agreement

To Taylor:

Since each License Agreement is individually drafted for intended purpose. I do not have a standard form License Agreement.

In order to prepare a License Agreement for City-owned property ("Property"), please arrange for your contractor to provide the following information:

1. Name of party who will sign the license
2. Confirm the identification of the Property and locate that part of the Property for the contractor's use for access and the removal of the existing retaining wall and installation of the new retaining wall.
3. Map showing that part of the Property for the contractor's use including but not limited to the access area and the work area to remove the existing retaining wall.
4. Term of license (commencement and ending date)
5. Describe the use of the access area in terms of tools, equipment and personnel
6. Describe the scope of work for the work area
7. Work schedule for the use of the access area and work area and personnel involved in such work
8. Repair, maintenance and cleaning of the access and work areas
9. Improvement plan (include the installation of fence, gate, locks, lighting, and grading)
10. Security plan (include off and on premise monitoring and positioning of security personnel)

After the requested information is provided to us, a License Agreement will be drafted for your review and comments. Among other provision, the license will require the following:

1. Payment of Administrative Processing Fee to the City: \$1,174
2. Security Deposit: \$3,000
3. Proof of Insurance: Certificate of Insurance

Please let me know whether you have any questions.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Wednesday, September 02, 2015 10:05 AM
To: Fielding, Rich
Cc: Golde, James
Subject: RE: 3521 Calandria

To Rich:

As I mentioned to you yesterday, I am waiting for Taylor to retain a contractor to complete the work. Rather than Taylor, the City, as Licensor, will enter into License Agreement Taylor's contractor, as Licensee, granting Taylor's contractor permission to enter and occupy City-owned property.

In response to your email, my response to each of your questions:

1. Has the owner provided you with required in your e-mail to Rachel and others (including the owner) of June 2, 2015? **Since Taylor has not yet retained a contractor, my request for information including items #1, 2, 3, 4, 5, 6, and 7 have not been provided to me.**
2. Has the owner provided a Certificate of Insurance naming the City for liability coverage? **I have not received a certificate of insurance. The certificate of insurance will be delivered when Taylor's contractor delivers to us a signed License Agreement, which has not yet been prepared. The License Agreement will be prepared after Taylor's contractor delivers a map showing the access area from Calandria Avenue to the rear part of Taylor's residence and the work area adjacent to the retaining wall in the rear of Taylor's residence.**
3. As per Rachel, we are moving ahead with an "informal" compliance plan. Does the Administrative Processing fee and Performance Bond still apply? **To prepare the License Agreement, Real Estate will charge the Administrative Processing Fee, but not require a Performance Bond.**

Please let me whether you have any questions.

Ed

From: Fielding, Rich
Sent: Tuesday, September 01, 2015 3:10 PM
To: Kawamoto, Edwin
Subject: 3521 Calandria

Hello,

I am a Principal Inspection Supervisor that was recently assigned back to code enforcement services. Though I was re-deployed to another detail for the past 2 years, my experience in code enforcement is, perhaps, far greater than many others (14 years +/-).

Rachel has asked me to become familiar with this case and help expedite the corrective action necessary. I have studied the file, been briefed by Rachel, Tim, Ed Labayog, and Marie. I am also aware of the e-mail trails between the City and the owner.

I'd like to discuss the details as to where we are at, and how we are to proceed.

1. Has the owner provided you with items #1, 2, 3, 4, 5, 6, and 7 required in your e-mail to Rachel and others (including the owner) of June 2, 2015?
2. Has the owner provided a Certificate of Insurance naming the City for liability coverage?
3. As per Rachel, we are moving ahead with an "informal" compliance plan. Does the Administrative Processing fee and Performance Bond still apply?

I would appreciate a phone call to discuss, for expedition. Would you please give me a call?

Rich Fielding
Principal Inspection Supervisor
Bureau of Building
Department of Planning & Building
City of Oakland
(510)238-6202
rfielding@oaklandnet.com

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, August 14, 2015 10:15 AM
To: taylorheanue@yahoo.com
Subject: FW: 3521 Calandria - NOV (meeting with Taylor Heanue)

To Taylor:

I am forwarding my email to Rachel Flynn, dated June 2, 2015.

My email refers to the Right of Entry Agreement and compliance plan.

Please let me know whether you have any questions.

Ed

From: Kawamoto, Edwin
Sent: Tuesday, June 02, 2015 4:23 PM
To: Flynn, Rachel
Cc: Low, Tim; Golde, James; taylorheanue@yahoo.com
Subject: RE: 3521 Calandria - NOV (meeting with Taylor Heanue)

To Rachel:

This concerns your letter dated May 29, 2015 to Taylor and Mica Heanue ("Letter") and status report of my meeting with Taylor Heanue on June 1, 2015.

When I met with Taylor Heanue, we discussed the Right of Entry Agreement ("Agreement") and the compliance plan ("Plan"), which are both referenced in your Letter.

With respect to Agreement, I informed Mr. Heanue that the Agreement (among other provisions) will include the Plan. The Plan, which will be attached as an exhibit to the Agreement, should include the following:

1. Scope of work for the encroachment abatement (including the work for the removal of the existing retaining wall, disposal of any soil, and the concrete debris) from Mr. Heanue's contractor.
2. Map showing the following:
 - a. Existing retaining wall (encroachment area) on the City owned property.
 - b. Work area on the City owned property beyond the encroachment area for encroachment abatement.
 - c. Access area (if required for egress and ingress) for equipment and tools, and for the removal of soil and concrete debris.
3. Scope of access use, if required, listing all equipment, tools and vehicles traversing over the access area.
4. Daily time schedule and hours of operation for the encroachment abatement work.
5. Plan for the disposal of any excess soil and concrete debris.
6. Time to complete all encroachment abatement work. (beginning and ending dates of project).
7. Security plan, if needed

I also informed Mr. Heanue that Agreement will require the following:

1. Administrative processing fee of \$1,178.32
2. Security Deposit of \$3,000 (refundable)
3. Certificate of Insurance naming the City as an additional named insured for liability coverage

Since Mr. Heanue is leaving for Japan, he informed me that the 30 day period commencing from the date of your letter is not enough time to complete the project and that he would ask you for time extension.

Again, for me to complete the Agreement, I will need to obtain a copy of the approved Plan. The approved Plan will then be attached as exhibit to the Agreement.

Please let me know whether you have any questions.

Ed

From: Flynn, Rachel
Sent: Friday, May 29, 2015 5:23 PM
To: taylorheanue@yahoo.com
Cc: Low, Tim; Kawamoto, Edwin
Subject: 3521 Calandria - NOV

Taylor, I just realized that I had a typo in regards to the address of your property. I incorrectly typed 3921 Calandria Avenue and have corrected that typo to 3521 Calandria Avenue. Please see the attached corrected letter. Thanks, Rachel

From: Flynn, Rachel
Sent: Friday, May 29, 2015 4:59 PM
To: 'taylorheanue@yahoo.com'
Cc: Low, Tim; Kawamoto, Edwin
Subject: 3921 Calandria - NOV

Taylor, Attached please find the letter we discussed today regarding the concrete block wall that abuts your back yard. Thanks, Rachel

Rachel Flynn AIA
Director | Planning & Building Department
City of Oakland
510 . 238 . 2229

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, August 14, 2015 10:10 AM
To: 'Taylor'
Cc: Bailey, Michael
Subject: RE: 3521 Calandria: Insurance Requirement - please call

To Taylor:

With respect to your questions about Schedule Q, please direct your questions to Michael Bailey of Risk Management.

Contact information for Michael Bailey:

Telephone Number: (510-986-2898

Email Address: MBailey@oaklandnet.com

Ed

From: Taylor [<mailto:taylorheanue@yahoo.com>]
Sent: Thursday, August 13, 2015 11:45 AM
To: Kawamoto, Edwin
Subject: Re: 3521 Calandria: Insurance Requirement - please call

hi Ed -

I have a few questions about the insurance requirements. Can you please call me when you get a moment?

thanks

taylor
(415) 990-2275

From: "Kawamoto, Edwin" <EKawamoto@oaklandnet.com>
To: "taylorheanue@yahoo.com" <taylorheanue@yahoo.com>
Sent: Wednesday, August 12, 2015 3:56 PM
Subject: 3521 Calandria: Insurance Requirement

To Taylor:

At your request, attached is the Schedule Q Insurance requirements.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Wednesday, August 12, 2015 3:56 PM
To: taylorheanue@yahoo.com
Subject: 3521 Calandria: Insurance Requirement
Attachments: Insurance Requirements Sch.Q.docx

To Taylor:

At your request, attached is the Schedule Q Insurance requirements.

Ed

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, August 07, 2015 12:56 PM
To: taylorheanue@yahoo.com
Cc: Flynn, Rachel; Golde, James
Subject: 3521 Calandria Avenue: License Agreement for Access and Removal of Retaining Wall Encroaching on City-Owned Property
Attachments: 3521 Calandria Ave. Ltr. Taylor Aug. 2015.pdf

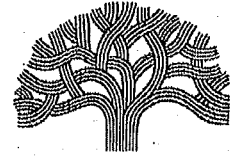
To Taylor:

In response to your request, attached is my letter dated August 7, 2015.

Please let me know whether you have any questions.

Ed

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033

Community and Economic Development Agency
Real Estate Services

(510) 238-3541
FAX (510) 238-2240
TDD (510) 839-6451

August 7, 2015

Mr. Taylor Heanue (via email to: taylorheanue@yahoo.com)
3521 Calandria Avenue
Oakland, CA 94605

Re: License Agreement for Access and Removal of Retaining Wall Encroaching on
City Owned-Property (3521 Calandria Avenue)

Dear Mr. Heanue:

At your request, this confirm that the Real Estate Division, City of Oakland is in the process of preparing a License Agreement for Access and Removal of Retaining Wall Encroaching on the City Owned Property ("License Agreement") located in the rear of 3521 Calandria Avenue ("Property").

To complete the License Agreement, we are waiting for you to provide us with the following:

1. Map of the proposed Access Area to your Property.
2. Map of the proposed Work Area to remove the encroaching retaining wall.
3. Other related information relating to the use of the City-owned property.

This letter is provided to you to enable you to complete your project.

My telephone number: (510)-238-6360

Very truly yours,

A handwritten signature in cursive script that reads "Edwin H. Kawamoto".

Edwin H. Kawamoto
Real Estate Agent

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Friday, August 07, 2015 12:02 PM
To: taylorheanue@yahoo.com
Subject: Proposed letter
Attachments: 3521 Calandria Ave. Ltr. Taylor Heanue.docx

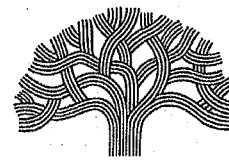
To Taylor:

Attached is the proposed letter.

Please review and let me know whether the letter is acceptable.

Ed

CITY OF OAKLAND



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My telephone number: (510)-238-6360

Very truly yours,

Edwin H. Kawamoto
Real Estate Agent

Kawamoto, Edwin

From: Kawamoto, Edwin
Sent: Tuesday, June 02, 2015 4:23 PM
To: Flynn, Rachel
Cc: Low, Tim; Golde, James; taylorheanue@yahoo.com
Subject: RE: 3521 Calandria - NOV (meeting with Tayor Heanue)

To Rachel:

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Ed

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Rachel Flynn AIA
Director | Planning & Building Department
City of Oakland
510 . 238 . 2229







