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Buresh, Kaplan, Jang & Feller

LAW OFFICES

SCOTT BURESH
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ALAN J. JANG
FRED M. FELLER
PEGGY CHANG
JOSEPH G. ASTLEFORD

October 6, 2008

George Chiff
P.O. Box 3347
Napa, CA 94558-0334

Re: *Giannis v. Wickliffe*
Alameda County Superior Court Case No. RG07358590

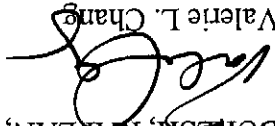
Dear George:

Enclosed please find a copy of the request for dismissal which was entered on October 1, 2008. Enclosed please also find a copy of the fully executed license agreement in this matter.

Please do not hesitate to contact our office if you have any questions.

Very Truly Yours,

BURESH, KAPLAN, JANG & FELLER



Valerie L. Chang
Secretary to Fred M. Feller, Esq.

/Vic
Enclosures
cc: Michael Korman

REQUEST FOR DISMISSAL

Date: OCT 01 2008

Pat S. Sweeten
Clerk, by

Molly J. Kautz
Deputy

- 6. a. Attorney or party without attorney notified on (date) : a copy to conform means to return conformed copy
- b. Attorney or party without attorney not notified. Filing party failed to provide
- 5. Dismissal not entered as requested for the following reasons (specify) :
- 4. Dismissal entered on (date) :
- 3. Dismissal entered as requested on (date) : OCT 01 2008

(To be completed by clerk)

Attorney or party without attorney for: Plaintiff/Petitioner Cross-complainant

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

If cross-complainant - or Response (Family Law) seeking affirmative relief - is on file, the attorney for the cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(f) or (j).

2. TO THE CLERK: Consent to the above dismissal is hereby given.

Attorney or party without attorney for: Plaintiff/Petitioner Cross-complainant

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complainants only, so state and identify the parties, causes of action, or cross-complainants to be dismissed.

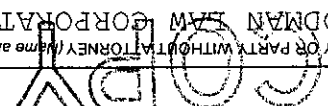
Date: September 18, 2008

Isaac Detton Goodman
(SIGNATURE)

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
 - b. (1) Complaint (2) Petition
 - (3) Cross-complaint filed by (name) :
 - (4) Cross-complaint filed by (name) :
 - (5) Entire action of all parties and all causes of action
 - (6) Other: (specify) :

- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -

<p>REQUEST FOR DISMISSAL</p> <p><input checked="" type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p><input checked="" type="checkbox"/> Other (specify): Real Estate</p> <p><input type="checkbox"/> Eminent Domain <input type="checkbox"/> Family Law</p>		<p>CASE NUMBER: RG 07358590</p>
<p>GOODMAN LAW CORPORATION I. R. GOODMAN 702 Marshall Street, Suite 620 Redwood City, CA 94063 650/365-9800 FAX 650/365-9808</p> <p>ATTORNEY FOR (Name): Michael & Ernie Giotinis</p>		<p>ALAMEDA COUNTY SUPERIOR COURT 1225 Fallon St., Oakland, California</p> <p>PLAINTIFF/PETITIONER: Michael C. Giotinis and Ernie Giotinis DEFENDANT/RESPONDENT: Wendell E. Wickliffe, et al.</p>
<p>FOR COURT USE ONLY</p> <p>TELEPHONE NO.: SB# 28090</p>		



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PROOF OF SERVICE

I am employed in Alameda County, California. I am over eighteen (18) years of age and not a party to this action or proceeding; my business address is 2298 Durant Avenue, Berkeley, California 94704.

I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

On September 29, 2008, I served a true copy of the following documents:

REQUEST FOR DISMISSAL

on the parties to this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Attorneys for Plaintiffs:
Isaac Deleon Goodman, Esq.
GOODMAN LAW CORPORATION
702 Marshall St., Suite 620
Redwood City, CA 94063
Tel: 650-365-9800
Fax: 650-365-9808

X (BY MAIL): By placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in accordance with the above business practice, as addressed above.
(BY FACSIMILE): By transmitting a facsimile copy of the same, to the number listed above.

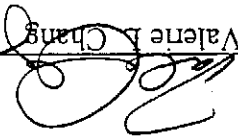
(BY HAND-DELIVERY): By arranging hand-delivery of a copy of the same to the person(s) identified above.

(BY OVERNIGHT MAIL/EXPRESS DELIVERY): By placing a true copy thereof enclosed in a sealed envelope, in accordance with the above business practice, and arranging for overnight delivery of said envelope to the person(s) as addressed above.

(FEDERAL): I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 29, 2008, at Berkeley, California.


Valerie B. Chang

**LICENSE FOR LIMITED PEDESTRIAN USE
OF REAL PROPERTY**

This agreement is made and entered into on Sept. 8, 2008, by and

between the Wendell E. Wickliffe Trust, owner of the real property located at 2526-2530 Shattuck Avenue in Berkeley, California, hereinafter referred to as

"licensor", and Michael C. Giotinis and Ernie Giotinis, owners of the real property located at 2524 Shattuck Avenue in Berkeley, California, hereinafter referred to as "licensees";

In consideration of the mutual benefits and obligations set forth in this agreement, and in

consideration of the dismissal with prejudice of that action at law now pending in the Superior

Court of Alameda County, California captioned *Giotinis v. Wickliffe Trust*, and numbered therein

RG07358599, the parties agree as follows:

**SECTION ONE
GRANT OF LICENSE**

Licensor grants to licensees the right of limited pedestrian access from licensee's building

at 2524 Shattuck Avenue, through the existing doorway, across licensor's property at 2526 to

2530 Shattuck Avenue, to Blake Street, for emergency use only, in compliance with local police

and fire regulations and applicable building codes.

**SECTION TWO
DURATION OF LICENSE**

This license is irrevocable except as specified in this agreement.

**SECTION THREE
INDEMNIFICATION OF LICENSOR**

Licensees shall defend and indemnify licensor against all claims for damage to property

or personal injury resulting from or arising out of use of this license by any person, corporation,

association or other entity except as may be attributed to licensor's own negligence.

In case of a violation of any of the obligations set forth in Sections Three or Four of this agreement, licensor shall give written notice to licensees by mail to licensees and their tenants of such violation and shall allow five days for licensees to cure the violation. Failure to give such notice shall not constitute a waiver of the violation or waiver of any future violation. In case of three or more uncured violations within any two-week period, licensor may give thirty (30) days notice of revocation of this license.

SECTION SIX
REVOCAATION

Licensor shall be entitled to a payment in the sum of \$500 for each separate violation of this agreement. Licensees shall have thirty (30) days after notice to make payment.

SECTION FIVE
PAYMENT FOR VIOLATION

In consideration of the rights granted by this agreement, licensees agree that neither licensees, their tenants nor any other persons or entities making use of the rights granted by this agreement, shall make any use of this license other than for pedestrian access across licensor's property in case of emergency. Any other use of licensor's property by licensees, their tenants or the customers, employees, suppliers or agents of licensees or licensee's tenants, including but not limited to, access or parking of motor vehicles, transportation or storage of merchandise, or customer, supplier or employee access, without express written agreement, shall constitute sufficient grounds for termination of this license, as provided in Section Six of this Agreement.

SECTION FOUR
OBLIGATIONS OF LICENSEES

**SECTION SEVEN
REINSTATEMENT OF LICENSE**

Should this license be terminated due to a violation by tenants of licensees, licensees shall have the option to reinstate the license upon written request to licensors, accompanied by proof that the violating tenants have been evicted from licensees' premises. This right of reinstatement may only be exercised once and must be exercised within one year of the date of notice of termination under Section Six of this agreement.

Dated: Sept. 15, 2008

George Jeff TEE
WICKLIFFE TRUST by George Cliff, Trustee

Dated: Sept 22, 2008

[Signature]
MICHAEL C. GIOTINIS

Dated: _____

[Signature]
ERNIE GIOTINIS