

OFFICE COPY

LEASE OF REAL PROPERTY

John L. & William R. Simmons
Lessee(s)

1620 Fernside Blvd. APT. B
Address

AGREEMENT entered into March 1, 19 84, between
the CITY OF ALAMEDA, a municipal corporation (hereafter, "Lessor")
and John L. Simmons MIRAILO CRUJANSKI
(and William R. Simmons)
(hereafter, "Lessee(s)").

WITNESSETH:

WHEREAS, Lessor is the owner of the hereinafter described real property acquired from the State of California by Stats. 1913, Chapter 348, as amended by Stats. 1917, Chapter 594, and Lessee is the owner of the abutting upland property.

NOW THEREFORE, in consideration of the rents reserved and the covenants hereinafter contained, the parties agree as follows:

GRANT OF LEASE

Lessor leases to Lessee, and Lessee hereby leases from Lessor, subject to all of the agreements, terms, conditions and covenants herein, the parcel of land situate in the City of Alameda, County of Alameda, State of California, more particularly described in the attached Exhibit A, incorporated and made a part hereof as though set forth at length here.

TERM

The term of this lease shall be for the period of 25 years, commencing upon execution hereof, unless said term shall be sooner terminated as herein provided, Lessee yielding possession and agreeing to pay rental

RENTAL

Lessee covenants and agrees to pay to Lessor as rent for the demised premises that annual rental fee as established on the attached schedule (Exhibit B) for the base year. The following year rental fee will be the base year amount plus an adjustment for inflation as measured by the Department of Labor Cost of Living Index for the San Francisco Bay Area. Lessee will be reimbursed a maintenance allowance to help compensate for seawall maintenance which will benefit both the Lessee and the surrounding areas as well. The amount of allowance for normal maintenance shall be 50% of the Tidelands portion of the lease amount shown in Exhibit B Column F. The grant of this allowance will be determined by the City Engineer, as shown in the paragraph denoted "Seawall Maintenance." Payment shall be due January 31 of each calendar year and delinquent on March 1 of each calendar year after the execution of the lease agreement.

UTILITIES

Lessee agrees and covenants to pay and be liable for any and all charges attendant upon the use of any public utilities upon the demised premises and any and all similar charges, it being the intention of the parties hereto that the Lessor shall bear no cost or expense concerning the demised premises during the term set out above.

USE OF PREMISES

Lessee agrees and covenants that the demised premises shall be utilized exclusively and solely during the term of this lease for the construction, maintenance and operation thereon of docks, ramps, associated structures, seawall, retaining walls, and landscaping and for such purposes only as are in accordance, and not in conflict, with the activities consistent with the zoning of the leased property. Lessee accepts this lease and the demised premises at his own risk with respect to the foregoing.

IMPROVEMENTS

Lessee agrees and covenants that any improvements upon the premises, including filling, structures, or landscaping, shall be placed thereon only upon the prior written approval of the City Engineer and Director of Planning and upon the obtaining of necessary permits from all permit agencies who have jurisdiction. If any improvement heretofore constructed thereon does not conform to applicable building, zoning, and other requirements of Lessor municipality or other applicable jurisdictions, Lessee agrees to expeditiously alter, change or modify same to effect conformance, failing which Lessee agrees to remove same. The City will not require Lessee to bring structures, previously approved by a building permit, up to new building code standards. The City will consider applicable homeowners association concern or concerns of immediate neighbors in granting permits for the placement of structures described in the foregoing paragraph. Approval of the permit will not unreasonably be withheld by the City.

All structures and improvements so installed shall become and remain property of Lessor upon termination of this lease and any renewal thereof.

COMPLIANCE WITH LAW

Lessee, at his sole cost and expense, shall conform to, abide by and comply with any and all requirements, laws or ordinances of municipal, county, state and federal authorities now or hereafter in force, pertaining to the demised land or the operations or activities conducted thereon.

MECHANIC'S LIENS

Lessee agrees to pay for all labor done or materials furnished in the construction, repair or replacement of buildings or structures, on, or the improvement of, the demised premises by the Lessee, and to keep the reversionary interest of the Lessor in said premises free and clear of any lien or encumbrance of any kind whatsoever created by the Lessee's act of omission.

INSPECTION AND WAIVER

Lessor reserves, and shall always have the right to enter said premises to view and ascertain condition of same, and to insure compliance with this lease. Lessee grants Lessor the right to cross over Lessee's property to enter said premises, for these purposes only.

The waiver by Lessor of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than failure to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent, nor shall any failure on the part of Lessor to require full compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner changing the terms hereof or to prevent Lessor from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written agreement of Lessor and Lessee.

HOLD HARMLESS

Lessor, its agents, officers and employees, shall not be held liable for any claims, liabilities, penalties, fines, or for any damage to effects or properties of Lessee or any of Lessee's representatives, agents, employees, guests, licensees, invitees, sublessees, or of any other person whatsoever, nor for personal injuries or deaths or any of them, caused by or resulting from any acts or omission of Lessee or his agents (including independent contractors) in or about the lease premises.

Lessee further promises to indemnify and save free and harmless Lessor and its agents, officers and employees against any of the foregoing liabilities and any costs and expenses incurred by Lessor on account of any claim or claims therefor. Provided, however, that this indemnification and hold harmless clause shall not apply to any injury, death or damage

ASSIGNMENT

Lessee shall not sell, assign or otherwise trans or any interest therein, without the prior written consent Council, except that this lease shall run with the sale of upland property benefited hereby. Lessee agrees that any from third parties for any use of the demised premises at Lessee in constructive trust for Lessor.

lessee is allowed to live in bldg. wants to add in new lease.

All the covenants and agreements herein contain to and bind any assignee or successor of Lessee as fully; extent as though specifically mentioned.

DEFAULT

This lease shall terminate and Lessor shall have the immediate and lawful right to re-enter said premises, repossess the same and expel Lessee, and all Lessee's rights hereunder shall thereupon cease, whenever any one of the following events or actions occur:

- (1) Failure of Lessee to make the rental payments in the manner, time and amounts herein agreed;
- (2) Lessee fails to comply with any of the covenants, conditions or agreements herein contained;
- (3) An order made by a court of competent jurisdiction, or by any federal or state agency having jurisdiction, that the use of said premises is unlawful or in violation of such order;

Lessor, prior to pursuing any remedy, shall give notice of default in writing to Lessee. If the default is nonpayment of rent, Lessee shall have 30 days after notice is given to secure the default. For the cure of any other default, Lessee shall, promptly and diligently after notice is given, commence to cure the default and shall have 60 days to complete the cure. If any default shall remain uncured following notice in the time given to cure, Lessor may terminate the lease - re-enter the premises, repossess the same and expel lessee.

Notice will be given of a hearing before the City Manager, prior to termination of lease.

MINERAL RESERVATIONS

Nothing herein shall be construed to vest in Lessee any right, title or interest in or to any deposit of coal, oil, oil shale, gas, phosphate, gravel, metal or other mineral deposits in, upon or under the lease premises, and all such mineral deposits are hereby expressly reserved to Lessor.

SEAWALL MAINTENANCE

Lessee is entitled to a reduction in the lease amount of the "Tidelands" component of the lease shown as Exhibit B, attached. This reduction is for the purpose of helping to maintain the seawall to prevent flooding and erosion which would be to the detriment of the Lessee and surrounding property owners as well. The City Engineer, or his designate, will inspect the condition of the seawall to ensure adequacy against flooding and high tides. This inspection will be done on an as-needed basis, and Lessee will be notified in writing of needed repairs. Lessee agrees to maintain the seawall to the satisfaction of the City Engineer.

ENTIRE AGREEMENT

This instrument embodies the entire agreement and understanding of the parties and there are no further or other agreements, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first above written, the Lessor by its Mayor and attested by its City Clerk, thereunto duly authorized.

CITY OF ALAMEDA,
a municipal corporation,

Anne B. Diamant
By Anne B. Diamant
Mayor

Attest: *[Signature]*
City Clerk

LESSOR

[Signature]
[Signature]

LESSEE(S)

05/01/98

Approved as to form:

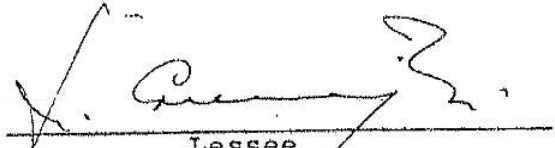
[Signature]

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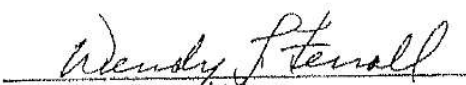
PERMISSION TO USE LEASED TIDELANDS PROPERTY

The owner of the property at 1616 'B' Fernside Blvd. Alameda has the permission of the City, as lessor of tidelands located at Alameda, to use one of the boat docks located on said tidelands with the permission of the lessee of said tidelands who may charge a reasonable fee, not to exceed None % of tidelands lessee's lease payment to City.


Date: Feb. 29, 1984



Lessee
M. Crnjanski



Permittee



Permittee

CITY OF ALAMEDA,

BY 

City Manager

*To be attached
to Crnjanski's
Tidelands Lease.*

Carlson

EXHIBIT A
 DESCRIPTION FOR LEASE OF A PARCEL OF CITY LAND

NAME	ADDRESS	BLK	LOT
DEWID	1587 FERNSIDE BLVD	A	1
EDGERT	1570 FERNSIDE BLVD	A	2
EDYNE	1576 FERNSIDE BLVD	A	3
OUTLEMAN	1562 FERNSIDE BLVD	A	4
STIMMONS	1420 FERNSIDE BLVD	A	5
CREMERSBT	1616 FERNSIDE BLVD	A	6
ALLEN	1612 FERNSIDE BLVD	A	7
NEWTREK	1534 EAST SHORE DRIVE	A	8
JUSTIN	1530 EAST SHORE DRIVE	A	9
BLUME	1528 EAST SHORE DRIVE	A	10
LONG	1522 EAST SHORE DRIVE	A	11
RIEWLICH	1516 EAST SHORE DRIVE	A	12
HANNA	1514 EAST SHORE DRIVE	A	13
FRENCH	1510 EAST SHORE DRIVE	A	14
LOVELL	1506 EAST SHORE DRIVE	A	15
PARIKAS	1502 EAST SHORE DRIVE	A	16
HALLETT	3335 LIBERTY AVENUE	A	17
PESTANO	1450 EAST SHORE DRIVE	B	1
SCHUCKMAN	1448 EAST SHORE DRIVE	B	2
BURRO	1446 EAST SHORE DRIVE	B	3
THORNTON	1444 EAST SHORE DRIVE	B	4
POHD	1440 EAST SHORE DRIVE	B	5
KAHN	1436 EAST SHORE DRIVE	B	6
ORTHAYER	1432 EAST SHORE DRIVE	B	7
EXBERG	1414 EAST SHORE DRIVE	B	8
LEW	1410 EAST SHORE DRIVE	B	9
STUART	1406 EAST SHORE DRIVE	B	10
MARCH	1400 EAST SHORE DRIVE	B	11
BARNI	1380 EAST SHORE DRIVE	B	12
FORE	1376 EAST SHORE DRIVE	B	13
FOSTER	1372 EAST SHORE DRIVE	B	14
ROBINSON	1368 EAST SHORE DRIVE	B	15
SHERMAN	1366 EAST SHORE DRIVE	C	1
SCHMIDT	1364 EAST SHORE DRIVE	C	2
SPALREN	1362 EAST SHORE DRIVE	C	3
ESDAL	1358 EAST SHORE DRIVE	C	4
POPKIS	1354 EAST SHORE DRIVE	C	5
DAY	1350 EAST SHORE DRIVE	C	6
W. HURON	1338 EAST SHORE DRIVE	C	7
BERGER	1324 EAST SHORE DRIVE	C	8
DE LAUDE	1320 EAST SHORE DRIVE	C	9
MADE	1316 EAST SHORE DRIVE	C	10
BLUD	1312 EAST SHORE DRIVE	C	11
CECILIUS INV	1308 EAST SHORE DRIVE	C	12
ETHE	1304 EAST SHORE DRIVE	C	13
CATTINGBY	1300 EAST SHORE DRIVE	C	14
ROSENBERG	1280 EAST SHORE DRIVE	C	15
COOPER	1246 EAST SHORE DRIVE	C	16

EXHIBIT B

TOTAL OF MORE THAN
LEASE AGREEMENTS

NAME	ADDRESS	UPLANDS	TIDE-	DEEP	BASE YEAR			TOTAL OF MORE THAN LEASE AGREEMENTS
		AREA (Sq. Ft.) (B)	LANDS (Lin. Ft.) (C)	WATER (Lin. Ft.) (D)	10.05 X (B) (E)	11.00 X (C) (F)	13.00 X (D) (G)	
								(E)+(F)+(G) (H)
ALLEN	1367 FERNSIDE	600.00	11.00	37.00	30.00	11.00	111.00	152.00
ALLEN	1378 FERNSIDE	3774.00	38.00	92.00	188.70	38.00	276.00	502.70
ALLEN	1375 FERNSIDE	6908.00	45.00	86.00	345.40	45.00	238.00	648.40
ALLEN	1377 FERNSIDE	11390.00	68.00	83.00	569.50	68.00	249.00	896.50
ALLEN	1370 FERNSIDE	8530.00	52.00	72.00	426.50	52.00	216.00	694.50
ALLEN	1316 FERNSIDE	8550.00	50.00	57.00	427.50	50.00	171.00	648.50
ALLEN	131-17 FERNSIDE	9350.00	42.00	49.00	467.50	42.00	147.00	656.50
ALLEN	1534 EAST SHORE	4000.00	15.00	0.00	200.00	15.00	0.00	215.00
ALLEN	1530 EAST SHORE	3595.00	35.00	19.00	179.75	35.00	57.00	271.75
ALLEN	1526 EAST SHORE	4557.00	48.00	19.00	227.85	48.00	57.00	332.85
ALLEN	1522 EAST SHORE	4240.00	48.00	40.00	212.00	48.00	120.00	380.00
ALLEN	1516 EAST SHORE	4008.00	48.00	40.00	200.40	48.00	120.00	368.40
ALLEN	1514 EAST SHORE	3648.00	48.00	31.00	182.40	48.00	93.00	323.40
ALLEN	1510 EAST SHORE	3312.00	48.00	0.00	165.60	48.00	0.00	213.60
ALLEN	1508 EAST SHORE	2675.00	40.00	0.00	133.75	40.00	0.00	173.75
ALLEN	1502 EAST SHORE	2600.00	40.00	0.00	130.00	40.00	0.00	170.00
ALLEN	1335 LIBERTY	3400.00	100.00	0.00	170.00	100.00	0.00	270.00
ALLEN	1450 EAST SHORE	255.00	34.00	0.00	12.75	34.00	0.00	46.75
ALLEN	1448 EAST SHORE	0.00	45.00	0.00	0.00	45.00	0.00	45.00
ALLEN	1446 EAST SHORE	0.00	45.00	0.00	0.00	45.00	0.00	45.00
ALLEN	1444 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
ALLEN	1440 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
ALLEN	1438 EAST SHORE	0.00	59.00	0.00	0.00	59.00	0.00	59.00
ALLEN	1432 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
ALLEN	1414 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
ALLEN	1410 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
ALLEN	1408 EAST SHORE	150.00	50.00	0.00	7.50	50.00	0.00	57.50
ALLEN	1400 EAST SHORE	200.00	55.00	0.00	10.00	55.00	0.00	65.00
ALLEN	1380 EAST SHORE	700.00	55.00	0.00	35.00	55.00	0.00	90.00
ALLEN	1376 EAST SHORE	825.00	55.00	0.00	41.25	55.00	0.00	96.25
ALLEN	1372 EAST SHORE	1005.00	60.00	0.00	50.25	60.00	0.00	110.25
ALLEN	1368 EAST SHORE	1150.00	50.00	0.00	57.50	50.00	0.00	107.50
ALLEN	1366 EAST SHORE	1200.00	50.00	0.00	60.00	50.00	0.00	110.00
ALLEN	1364 EAST SHORE	1250.00	50.00	0.00	62.50	50.00	0.00	112.50
ALLEN	1362 EAST SHORE	1460.00	53.00	0.00	73.00	53.00	0.00	126.00
ALLEN	1358 EAST SHORE	1100.00	50.00	0.00	55.00	50.00	0.00	105.00
ALLEN	1354 EAST SHORE	1550.00	50.00	0.00	77.50	50.00	0.00	127.50
ALLEN	1350 EAST SHORE	1700.00	55.00	0.00	85.00	55.00	0.00	140.00
ALLEN	1328 EAST SHORE	1400.00	51.00	0.00	70.00	51.00	0.00	121.00
ALLEN	1324 EAST SHORE	1200.00	51.00	0.00	60.00	51.00	0.00	111.00
ALLEN	1320 EAST SHORE	520.00	52.00	0.00	26.00	52.00	0.00	78.00
ALLEN	1316 EAST SHORE	975.00	52.00	0.00	48.75	52.00	0.00	100.75
ALLEN	1312 EAST SHORE	1000.00	52.00	0.00	50.00	52.00	0.00	102.00
ALLEN	1308 EAST SHORE	1000.00	52.00	0.00	50.00	52.00	0.00	102.00
ALLEN	1304 EAST SHORE	1350.00	52.00	0.00	67.50	52.00	0.00	119.50
ALLEN	1300 EAST SHORE	1580.00	60.00	0.00	79.00	60.00	0.00	139.00
ALLEN	1290 EAST SHORE	1640.00	67.50	0.00	82.00	67.50	0.00	149.50
ALLEN	1248 EAST SHORE	1315.00	52.00	0.00	65.75	52.00	0.00	117.75

EXHIBIT B

NAME (A)	ADDRESS	UPLANDS AREA (Sq. Ft.) (B)	TIDELANDS (Lin. Ft) (C)	DEEP WATER (Lin. Ft) (D)	BASE YEAR LEASE AMOUNTS			TOTAL (E+F+G) (H)
					\$ 0.05 (E)	\$ 1.00 (F)	\$ 3.00 (G)	
JAWAD	3367 FERNSIDE	600.00	11.00	37.00	30.00	11.00	111.00	152.00
ROGERS/GIFFORD	1628 FERNSIDE	3774.00	38.00	92.00	188.70	38.00	276.00	502.70
FRASER	1626 FERNSIDE	6908.00	45.00	86.00	345.40	45.00	258.00	648.40
POWELL	1622B FERNSIDE	11390.00	68.00	83.00	569.50	68.00	249.00	886.50
CRNJANSKI	1620 FERNSIDE	8530.00	52.00	72.00	426.50	52.00	216.00	694.50
SISKIND	1616A FERNSIDE	8550.00	50.00	57.00	427.50	50.00	171.00	648.50
ODA	1616B FERNSIDE	8550.00	50.00	57.00	427.50	50.00	171.00	648.50
FIERRO	1616C FERNSIDE	8550.00	50.00	57.00	427.50	50.00	171.00	648.50
ALLEN	1610-12 FERNSIDE	9350.00	42.00	49.00	467.50	42.00	147.00	656.50
NOBLE	1534 EAST SHORE	4000.00	15.00	0.00	200.00	15.00	0.00	215.00
O'ROUKE	1530 EAST SHORE	3595.00	35.00	19.00	179.75	35.00	57.00	271.75
KUJENY	1526 EAST SHORE	4557.00	48.00	19.00	227.85	48.00	57.00	332.85
HARDWICK	1522 EAST SHORE	4240.00	48.00	40.00	212.00	48.00	120.00	380.00
CARTER	1516 EAST SHORE	4008.00	48.00	40.00	200.40	48.00	120.00	368.40
HANNA	1514 EAST SHORE	3648.00	48.00	31.00	182.40	48.00	93.00	323.40
RABE	1510 EAST SHORE	3312.00	48.00	0.00	165.60	48.00	0.00	213.60
VOLIN	1506 EAST SHORE	2675.00	40.00	0.00	133.75	40.00	0.00	173.75
FULLER	1502 EAST SHORE	2600.00	40.00	0.00	130.00	40.00	0.00	170.00
DELANEY	3335 LIBERTY	3400.00	100.00	0.00	170.00	100.00	0.00	270.00
CASPI	1450 EAST SHORE	255.00	34.00	0.00	12.75	34.00	0.00	46.75
SCHECKMAN	1448 EAST SHORE	0.00	45.00	0.00	0.00	45.00	0.00	45.00
BECKAM	1446 EAST SHORE	0.00	45.00	0.00	0.00	45.00	0.00	45.00
RIBACK	1444 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
POND	1440 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
COPELAND	1436 EAST SHORE	0.00	59.00	0.00	0.00	59.00	0.00	59.00
BROGAN	1432 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00
TAYLOR/MORRIS	1414 EAST SHORE	0.00	50.00	0.00	0.00	50.00	0.00	50.00

EXHIBIT B

NAME (A)	ADDRESS	UPLANDS AREA (Sq. Ft.) (B)	TIDELANDS (Lin. Ft) (C)	DEEP WATER (Lin. Ft) (D)	BASE YEAR LEASE AMOUNTS \$ 0.05 \$ 1.00 \$ 3.00 (E) (F) (G)	TOTAL (E+F+G) (H)
LEW	1410 EAST SHORE	0.00	50.00	0.00	0.00 50.00 0.00	50.00
ZIMMERMAN	1406 EAST SHORE	150.00	50.00	0.00	7.50 50.00 0.00	57.50
ZIMMERMAN	1400 EAST SHORE	200.00	55.00	0.00	10.00 55.00 0.00	65.00
CONLEY	1380 EAST SHORE	700.00	55.00	0.00	35.00 55.00 0.00	90.00
RUSSUM	1376 EAST SHORE	825.00	55.00	0.00	41.25 55.00 0.00	96.25
ROURKE	1372 EAST SHORE	1005.00	60.00	0.00	50.25 60.00 0.00	110.25
KIRSCHENHEUTER	1368 EAST SHORE	1150.00	50.00	0.00	57.50 50.00 0.00	107.50
SHERMAN	1366 EAST SHORE	1200.00	50.00	0.00	60.00 50.00 0.00	110.00
SCHMIDT	1364 EAST SHORE	1250.00	50.00	0.00	62.50 50.00 0.00	112.50
SEAGREN	1362 EAST SHORE	1460.00	53.00	0.00	73.00 53.00 0.00	126.00
DUNDON	1358 EAST SHORE	1100.00	50.00	0.00	55.00 50.00 0.00	105.00
MORRIS	1354 EAST SHORE	1550.00	50.00	0.00	77.50 50.00 0.00	127.50
DAY	1350 EAST SHORE	1700.00	55.00	0.00	85.00 55.00 0.00	140.00
SAVELLANO	1328 EAST SHORE	1400.00	51.00	0.00	70.00 51.00 0.00	121.00
BERGER	1324 EAST SHORE	1200.00	51.00	0.00	60.00 51.00 0.00	111.00
RISLING	1320 EAST SHORE	520.00	52.00	0.00	26.00 52.00 0.00	78.00
ZUMBRENNEN	1316 EAST SHORE	975.00	52.00	0.00	48.75 52.00 0.00	100.75
KERR	1312 EAST SHORE	1000.00	52.00	0.00	50.00 52.00 0.00	102.00
FERROUS	1308 EAST SHORE	1000.00	52.00	0.00	50.00 52.00 0.00	102.00
KING	1304 EAST SHORE	1350.00	52.00	0.00	67.50 52.00 0.00	119.50
CATAMBAY	1300 EAST SHORE	1580.00	60.00	0.00	79.00 60.00 0.00	139.00
ROSENBERG	1250 EAST SHORE	1640.00	67.50	0.00	82.00 67.50 0.00	149.50
TRAVER	1246 EAST SHORE	1315.00	52.00	0.00	65.75 52.00 0.00	117.75