

Assignment and Assumption of Lease

This Assignment and Assumption of Lease (this, "Assignment") dated as of the 19th day of November, 2021 is entered into by and between AGNES MCKINLAY, SUCCESSOR TRUSTEE MIHAILO CRNJANSKI (collectively "Assignor") and DANIEL PATRICK NICHOLS ("Assignee").

WITNESSETH:

WHEREAS, there is that certain Lease Agreement between Assignor, as Lessee, and the City of Alameda, a charter city and municipal corporation ("City) as Lessor, dated March 1, 1984 (the "Lease") with respect to that certain real property ("Tidelands Parcel") acquired by the City from the State of California to be held in trust for the people of California pursuant to Chapter 348 of the Statutes of 1913, as amended by Section 1 of Chapter 594 of the Statutes of 1917, as further described in the Lease (Exhibit A), a copy of which is attached hereto and incorporated herein by this reference;

WHEREAS, the Lease Agreement was transferred from John L. & William R. Simmons to Mihailo Crnjanski, by virtue of a provision of the Lease Agreement authorizing transfer of the lease property in the event of the sale of the abutting upland property benefitting by the leased property.

WHEREAS, Assignor intends to sell to Assignee the abutting upland property benefited by the Lease, which property is commonly known as 1620 Fernside Boulevard, Alameda, California and in connection therewith desires to assign its interest under the Lease to Assignee, and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns to Assignee (i) all of its right, title and interest under the Lease, and (ii) the Security Deposit (if any).
2. Effective as of the date hereof, Assignee hereby accepts the foregoing assignment of all right, title and interest of Assignor in and to the Lease and assumes the obligations of Assignor under the Lease and agrees to perform and observe all the agreements, covenants

and conditions of the Lease to be performed by the Lessee thereunder to be performed by Assignor and arising from and after the Effective Date. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, arising as a result of Assignee's breach of the terms of the Lease after the date hereof.

3. This Assignment shall not be effective unless and until consent to the assignment of the Lease is given by the City of Alameda.
4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Delivery of an executed signature by facsimile, **PDF** or other electronic format (including DocuSign or HelloSign) shall be as effective of a manually executed original signature.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease as of the date first above written.

ASSIGNOR:

By:

Agnus McKimlay
Agnus McKimlay, Successor Trustee
Mikhailo Omjinski

Date:

Dec. 4, 2021

ASSIGNEE:

By:

Daniel Patrick Nichols
Daniel Patrick Nichols

Date:

11/1/21

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)
County of Douglas) ss.

On 6th December 2021 before me,

Bibha Acharya Ghimire
Notary Public personally appeared Agnes Chris Mc Kralay

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Colorado that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE



BIBHA ACHARYA GHIMIRE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 20184002520
MY COMMISSION EXPIRES 01/18/2022

CONSENT TO ASSIGNMENT

The City of Alameda, as Lessor under the Lease described above, hereby consents to the above Assignment, provided that this consent shall not in any way be deemed a consent to any further assignment, and provided that Assignor shall not be released from its obligations, covenants, representations, warranties and any other matters under the Lease arising or accruing before the Effective Date.

City of Alameda,
A charter city and municipal corporation

By: _____
Nancy Bronstein
Interim City Manager

Date: _____

Approved as to Form:

DocuSigned by:
By: *Len Aslanian*
5603718AC04541F...
Len Aslanian
Assistant City Attorney

Recommended for Approval:

DocuSigned by:
By: *Lisa Maxwell*
03114CD3886B6458...
Lisa Maxwell
Community Development Director