

Alameda Point Leasing Rate analysis for 2440 Monarch

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24-Sep-24

Property Address
Building number
Tenant
Term in months
SF
Total Rent
Monthly Rent
Per SF rent

Adjustments
Rent Abatement
TI/Credit
Monthly
Per SF
Water views
Parking
Short term lease
Location
Excellent condition

Amenities
Secure parking
Total % adjustments
Total per SF adjustments

Adjusted Rent per month/SF

Average

Subject property					
2440 Monarch St		2400 Monarch		2505 Monarch	650 West Tower
		44		22	
Steel Town Winery		Wonky Kitchen		Gold Bar Sprits Co.	Doer Marine Corp
		120		72	18
5,295.00		5,073.00		32,500.00	30,000.00
		3,123.04		34,125.00	19,500.00
		0.62		1.05	0.65
				367,757.00	
		27,384.00			
		228.20		5,107.74	
		(0.04)		(0.16)	
				-15%	
				-10%	
					20%
					-30%
				-10%	
		1,784.93			
				-35%	-10%
				(0.37)	(0.07)
0.63		0.57		0.53	0.59
3,325.56					

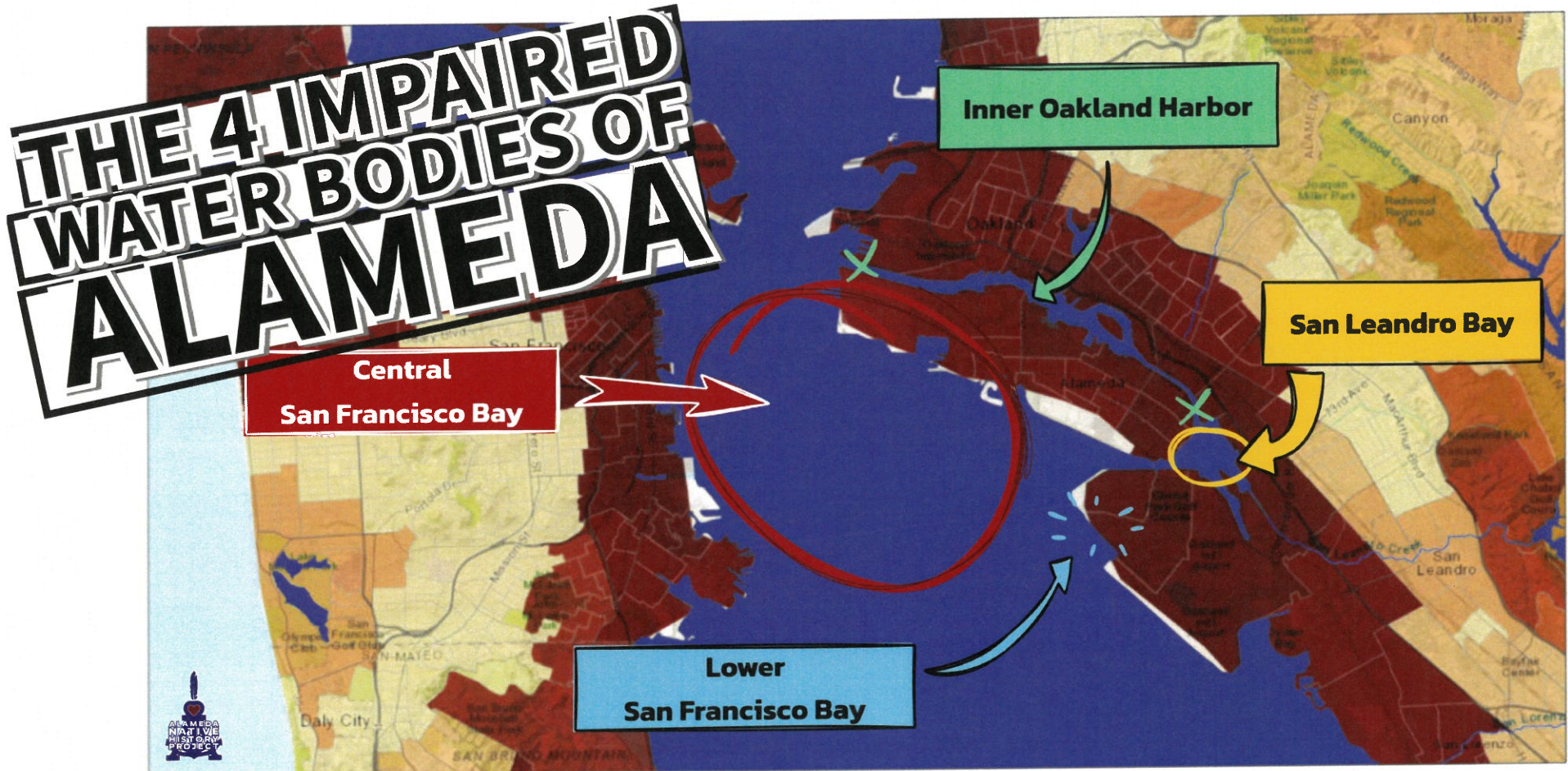
	950 West Tower
	39
	Pyke
	96
	106,000.00
	100,700.00
	0.95
	1,208,400.00
	12,587.50
	(0.12)
	0%
	-
	0.83

0.63

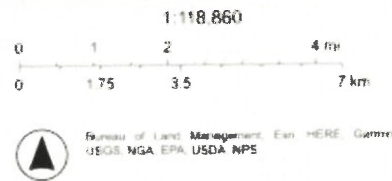
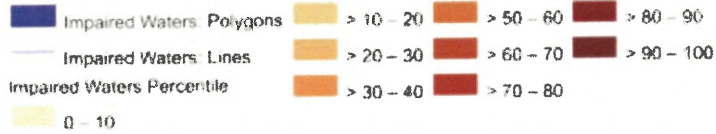
0.63

*Submitted by Estela Vilazquez
Under oral communication 2/18/25*

CalEnviroScreen 4.0 Indicator Maps - Impaired Waters



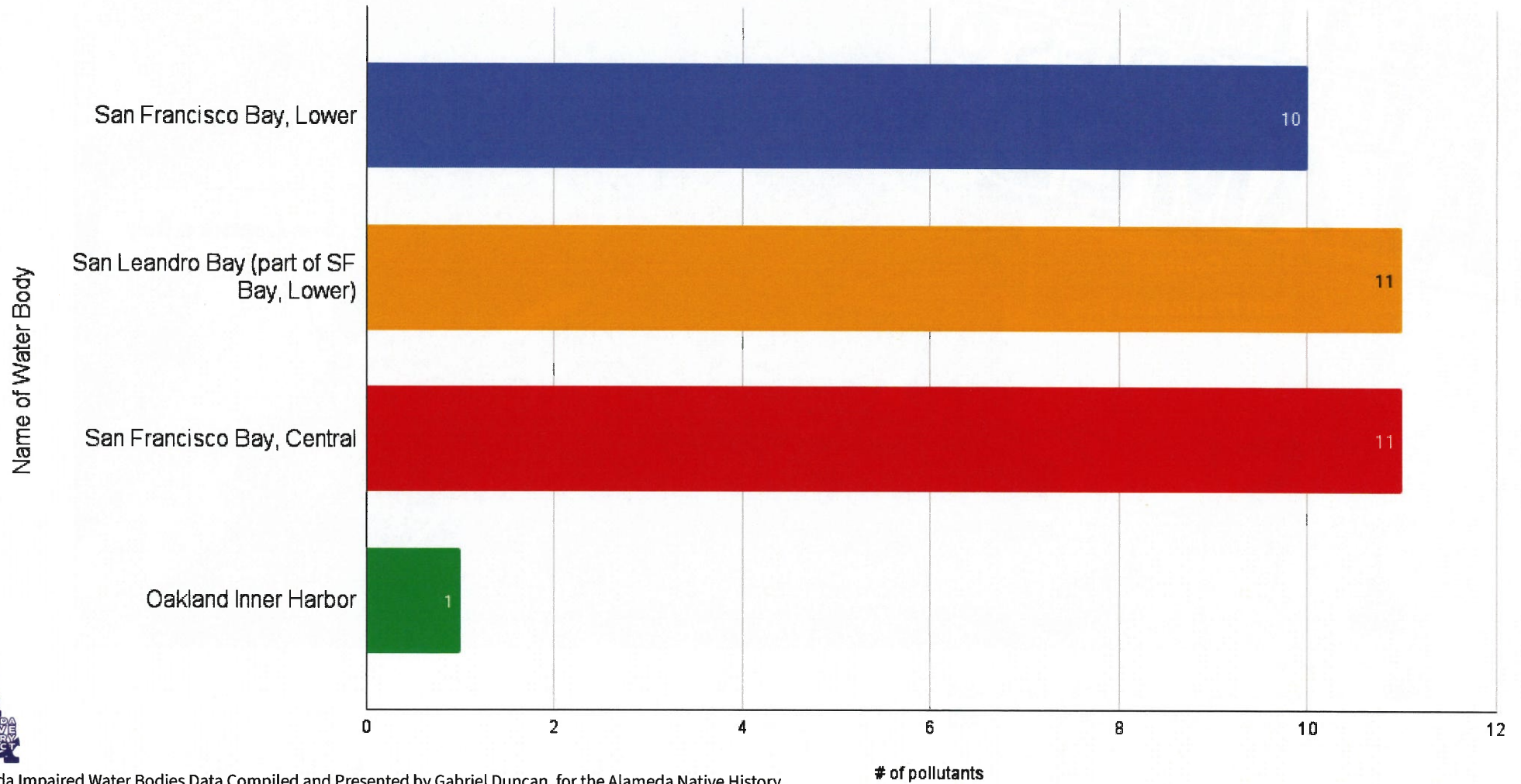
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Alameda Impaired Water Bodies Data Compiled and Presented by Gabriel Duncan, for the Alameda Native History Project ; Source: California Water Resources Board, "2024 California Integrated Report", https://www.waterboards.ca.gov/water_issues/programs/water_quality_assessment/2024-integrated-report.html

*Submitted by Gabriel Duncan
Under oral communication 2/18/25*

Pollutants in Alameda's Water Bodies



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Central San Francisco Bay

(Literally most of Alameda, Except for Oakland Inner Harbor, San Leandro Bay, and the South West Side of Bay Farm)



Listed Pollutants in Alameda's Water Bodies

DDT (Dichlorodiphenyltrichloroethane)

Mercury

PCBs (Polychlorinated biphenyls) (dioxin-like)

Dioxin compounds (including 2,3,7,8-TCDD)

Furan Compounds

Invasive Species

Trash

Chlordane

Dieldrin

Selenium

PCBs (Polychlorinated biphenyls)

8 out of 8 samples exceeded limits for trash
65 out of 66 for Dieldrin
52 out of 54 for Polychlorinated biphenyls (PCBs)
80 out of 100 for mercury





Lower San Francisco Bay

(Literally just the the South West Side of Bay Farm)



Listed Pollutants in Alameda's Water Bodies

- DDT (Dichlorodiphenyltrichloroethane)
- Dioxin compounds (including 2,3,7,8-TCDD)
- Invasive Species
- Furan Compounds
- PCBs (Polychlorinated biphenyls) (dioxin-like)
- Dieldrin
- Trash
- PCBs (Polychlorinated biphenyls)
- Mercury
- Chlordane

27 out of 27 samples exceeded limits for mercury
 56 out of 56 samples exceeded limits for dieldrin
 6 out of 6 for trash
 79 out of 84 for Polychlorinated biphenyls





San Leandro Bay

(Starts at the narrowest point of the San Leandro Channel.)



Listed Pollutants in Alameda's Water Bodies

Zinc

Dieldrin

Dioxin compounds (including 2,3,7,8-TCDD)

Furan Compounds

Invasive Species

Chlordane

Lead (sediment)

PAHs (Polycyclic Aromatic Hydrocarbons) (sediment)

Pesticides (sediment)

DDT (Dichlorodiphenyltrichloroethane)

Mercury

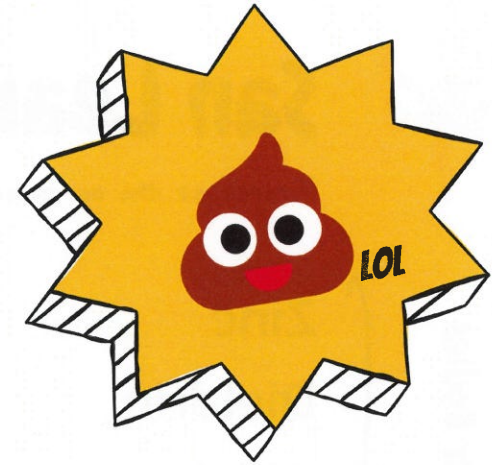
both Mercury & PAHs are
found at toxic levels in San
Leandro Bay Sediment





Oakland Inner Harbor

(aka "Oakland Estuary". From the North corner of Alameda through the to the San Leandro Bay.



Listed Pollutants in Alameda's Water Bodies

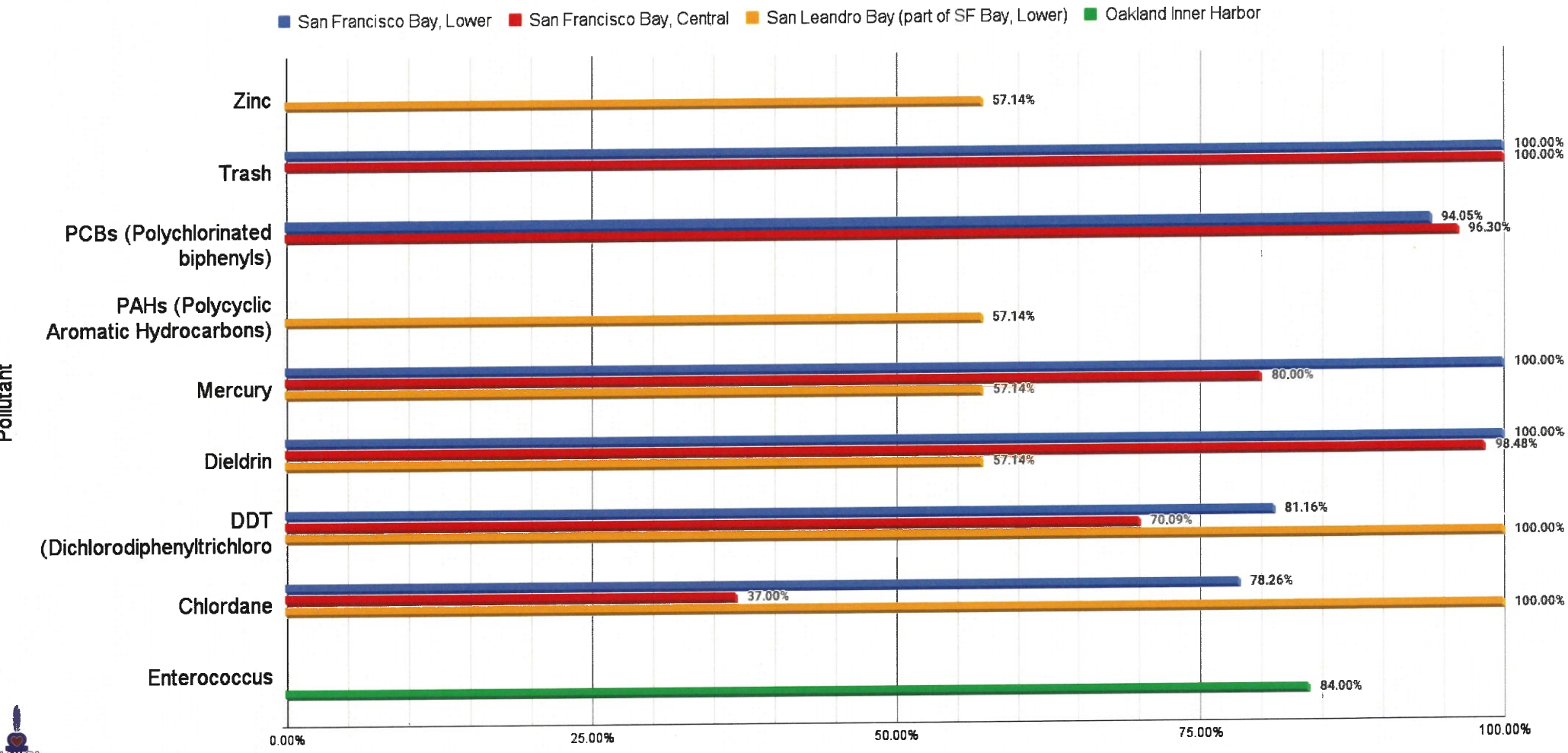
Enterococcus

21 out of 25 samples exceeded limits for enterococcus bacteria, an indicator of possible wastewater (sewage) contamination



Pollutants in Alameda's Water Bodies

% of Tests Exceeding Limits for Listed Pollutants



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01
02
03
04
05

**Top 5
Pollutants
In
Alameda's
Water
Bodies**

TRASH

PCBS

DIELDRIN

ENTEROCOCCUS

DDT

Hello Ms. Ott, Mr. Shen, and City Council Members,

Please consider this as an additional and continued request by Steeltown Winery LLC (DBA Building 43 Winery) to resolve the pending lease issue without the continued use of excessive litigation and fees.

It's hard to believe that City staff has retained outside counsel without proper City Council authorization and already rang up what appears to be more than \$50,000 in legal fees in such a short time.

How can we already be in litigation without the City even providing their broker's analyses of what Building 43 (2440 Monarch St.) is worth. Throughout the process our team has asked Mr. Schmeider for his analysis and he has refused, only stating, " the City wants it to be \$1.20 so that's what it is" (95% is \$1.14). Since Mr. Schmeider's refusal we have asked Ms. Thorne-Lyman and Ms. Strauch and have received the same refusal.

Our Broker immediately provided Mr. Schmeider and the City with his analysis as attached to this email.

These City leases are designed to promote discussion and facilitate cooperation, not litigation. So much so, that in 2014 when we signed the initial lease we were not represented by counsel and even used the City's Broker, Mr. Schmeider, as our Broker. Furthermore, these leases are expressly designed to prohibit weaponization of landlord-tenant law, of which the City is currently engaged in using outside legal counsel.

This adversarial, discriminatory, and retaliatory behavior exhibited by the City is so far removed from how the City treats other tenants. This behavior, coupled COVID and with the City's engineered traffic pattern funneling traffic to a competitor that is a friend of staff and certain council members, has created an insurmountable barrier to success for Building 43.

These acts, by the City and outside counsel, are effectively a forced eviction. Ms. Villagrana confided in Ms. Thorne-Lyman and Ms. Strauch about the financial struggling of Building 43 Winery, due to everything mentioned in all correspondence to date. Not long after this meeting of confiding, the City went all in on this outside counsel concept running the bill into the \$10's of thousands of dollars.

We once again ask you to stop this hostile and aggressive assault against Building 43 Winery and engage in meaningful negotiations, debate, arbitration, mediation, and anything else that will benefit both parties: stopping the financial hemorrhaging of the People's Money in legal fees to outside counsel.

To continue to take a hard stance on what you believe the lease states ignores the facts that:

1) several steps were bypassed to get to where the City has forced this.

*Submitted by Tod Hicken
Under Oral Communications 2/18/25*

- 2)The City's Broker failed/refused to supply his commercial lease analysis to date.
- 3)Basic CA commercial landlord-tenant law cannot be overridden by individual leases.
- 4)We are being treated drastically different than any other tenant in history.
- 5)The City has never exercised these final clauses of the lease, particularly in the historic district and on NAS.
- 6)The hiring of outside counsel appears to violate numerous laws, codes, and ordinances.
- 7)It does not appear that Ms. Jensen, Ms. Pryor, Mr. Daysog, or Mr. Boller have signed off on the totality of what is happening here.

Respectfully,

Tod Hickman
Member Steeltown Winery LLC.
NAS Alameda Historic Preservationist
Combat Veteran
510 872-1710