

### **Assignment and Assumption of Lease**

This Assignment and Assumption of Lease (this, "Assignment") dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 is entered into by and between Stephen W. and Norma G. Morris (collectively "Assignor") and Stephen and Norma Morris Family Trust ("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 January 29, 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 by Chapter 348 of the 5 Statutes of 1913, as amended by Section 1 of Chapter 594 of the Statutes of 1917, and as further amended by the Naval Air Station Alameda Public Trust Exchange Act, Chapter 734 of the Statutes of 2000 and as further amended by SB 860, Chapter 249 of the Statutes of 2011 (as so amended, the "Granting Act"), Alameda, CA. as further described in the Lease, a copy of which is attached hereto and incorporated herein by this reference;

WHEREAS, Assignor intends to assign its interest under the Lease to Assignee, which property is commonly known as 1354 Eastshore Drive, Alameda California, 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: \_\_\_\_\_  
Stephen W. Morris  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Norma G. Morris  
Date: \_\_\_\_\_

ASSIGNEE:

By: \_\_\_\_\_  
Stephen and Norma Morris Family Trust  
Date: \_\_\_\_\_

## 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: \_\_\_\_\_  
Jennifer Ott  
City Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

Recommended for Approval:

By: \_\_\_\_\_  
Lisa Maxwell  
Community Development Director