




## MEMORANDUM

**Date:** October 28, 2014  
**To:** City Council  
**From:** Bryan Montgomery, City Manager   
**Subject:** **Consideration of the Second Amendment to Lease Agreement with Oakley Senior Citizens of the former Fire Station located at 215 2<sup>nd</sup> Street in Oakley.**

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### Summary and Background

At the June 11, 2013, the City Council approved a Lease Agreement with the Oakley Senior Citizens of the former fire station property on 2<sup>nd</sup> Street. An amendment (the "First Amendment") was approved on September 24, 2013 that extended to lease term from 3 years to 10 years and set the rent at \$1 per month for at least two years.

The Oakley Senior Citizens are requesting another amendment (the "Second Amendment") that would grant permission for the new "Veterans of Oakley" group to co-locate at the former fire station property with the Seniors. The use would be fairly minimal that would include an evening meeting once per week and a coffee meeting each Monday morning. The Veterans would not pay rent (this is not a sublease), but would assist the Seniors with in-kind labor and related support for the Seniors operations.

Staff has informed both the Seniors and Veterans that there may be a time that federal regulations (if federal funding is eventually used at the Senior Center) would limit non-Seniors use of the facility (some of the Veterans are not seniors). We can address that issue at that time, if this Amendment is approved.

### Fiscal Impact

None

### Recommendation

Adopt a Resolution authorizing the City Manager to execute the Second Amendment to the Lease Agreement with Oakley Senior Citizens that would allow the Veterans of Oakley group co-locate at the City-owned facility located at 215 2<sup>nd</sup> Street.

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**Attachments**

1. Proposed Second Amendment
2. Resolution
3. Original Lease Agreement

## SECOND AMENDMENT TO THE LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT ("**Second Amendment**") is made and entered into as of the 28<sup>th</sup> day of October 2014 ("Effective Date") by and between the City of Oakley, California, a public agency (hereafter "**CITY**"), on the one hand, and Oakley Senior Citizens, a California non-profit organization (hereafter collectively referred to as "**SENIORS**"), on the other hand. CITY and SENIORS are hereafter collectively referred to as the "**Parties.**"

### RECITALS

A. On June 11, the Parties entered into a Lease Agreement ("**Agreement**") to lease certain land and improvements located at 215 2<sup>nd</sup> Street for the purpose of operating a senior center; and,

B. On September 24, 2013 the Parties executed the First Amendment to the Agreement, and

B. SENIORS have requested permission for the "Veterans of Oakley" group to co-locate at the City-owned property located at 215 2<sup>nd</sup> Street that is leased to SENIORS, and

C. The Parties agree that the co-location of the Veterans of Oakley group at the property is in their best interest and in the best interest of the community, and

D. Parties now desire to again amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and SENIORS hereby agree as follows:

1. Except as provided herein, the terms used in this Amendment shall have the same meaning as the same terms have in the Agreement.

2. The Agreement is hereby amended as follows:

a. The following language is added to the existing Section 6:

**6. USE.**

City grants permission for the Veterans of Oakley group to co-locate with Seniors with use that is limited to periodic meetings and pre-approved events. This permission for co-location may be revoked by City at any time and for any reason upon sixty (60) days written notice.

b. The following language is added to the existing Section 12:

**12. ASSIGNMENT OR SUBLETTING.**

The permission granted by the Second Amendment to the Agreement relating to the co-location of the Veterans of Oakley group shall not be considered an assignment or a sublet. No lease payment will be required of, nor shall the Seniors require a lease payment from the Veterans of Oakley group, unless such payment is mutually agreed upon by Seniors and City as a part of any lease payment adjustments that may occur after June 15, 2015. Seniors are fully and solely obligated to meet the terms, conditions and requirements identified in the Agreement.

3. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City Council has authorized the execution of this Second Amendment in duplicate by its City Manager and attestation by its City Clerk, and Seniors has caused this Amendment to be executed in duplicate, both as of the Effective Date first set forth above.

**CITY OF OAKLEY**

**OAKLEY SENIOR CITIZENS**

By: \_\_\_\_\_  
Bryan H. Montgomery, City Manager

\_\_\_\_\_  
Karen Gallegos, President

**ATTEST:**

By: \_\_\_\_\_  
Libby Vreonis, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William R. Galstan, Special Counsel

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY, CALIFORNIA  
APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT BY  
AND BETWEEN THE CITY OF OAKLEY, AND OAKLEY SENIOR CITIZENS OF  
THE FORMER FIRE STATION LOCATED AT 215 2<sup>ND</sup> STREET IN OAKLEY.**

**BE IT RESOLVED** by the City Council of the City of Oakley hereby approves and the Second Amendment by and between the City and Oakley Senior Citizen of the former Fire Station located 215 2<sup>nd</sup> Street in Oakley, a true copy of which is attached hereto.

The foregoing resolution was introduced at a regular meeting of the Oakley City Council held on the 28<sup>th</sup> day of October 2014, by Councilmember \_\_\_\_\_, who moved its adoption, which motion being duly seconded by Councilmember \_\_\_\_\_, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Randy Pope, Mayor

**ATTEST:**

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date

**LEASE AGREEMENT  
BETWEEN THE CITY OF OAKLEY AND  
THE OAKLEY SENIOR CITIZENS  
215 2<sup>nd</sup> Street, Oakley, CA**

This lease, by and between the City of Oakley, a municipal corporation ("City"), and the Oakley Senior Citizens, a California non-profit organization, hereinafter designated as ("Seniors"), is entered into this 11<sup>th</sup> day of June, 2013 and is made on the following terms and conditions:

1. **DESCRIPTION.** City hereby leases to Seniors, and Seniors hereby lease from City, on the terms and conditions hereinafter set forth, those certain premises hereinafter referred to as the "leased premises" and described as follows:

The former Fire Station #93 property located at 215 2<sup>nd</sup> Street in  
Oakley, California (Assessor Parcel Number 035-131-002)

2. **TERM.** The term of this Lease shall be three (3) years, commencing on the 15<sup>th</sup> day of June, 2013 until June 14, 2016. Any lease extension desired by Seniors must be requested in writing to City at least ninety (90) days prior to the expiration of the lease term. City shall have the right to terminate this Lease, at its sole discretion, prior to expiration of this term upon ninety (90) days' written notice to Seniors. By execution of this Agreement, Seniors acknowledge that the City's plan, as outlined in the Oakley Downtown Specific Plan, is for the premises to become parking or an alternative public use. Seniors agree to plan for an alternative location for its operations and City makes no commitment to provide an equal, or similar, or any other location to Seniors upon the expiration or termination of this lease.

3. **RENT.** The rent for the leased premises shall be the reduced sum of ONE DOLLAR AND NO/100 (\$1.00) per month, payable in advance on the first day of the month, commencing on the 1<sup>st</sup> day of July 2013, and on the 1<sup>st</sup> day of every month thereafter, through June 14, 2015. This nominal lease rate is provided with the expectation that Seniors shall encourage its members to volunteer service hours at City Hall, which shall be coordinated with the City Manager's Office.

Effective June 15, 2015, the rent for the lease premises through June 14, 2016 is expected to increase. Seniors and City agree to begin discussions regarding the new lease rate sometime during the month of February of 2015. To assist the City in determining an appropriate rental rate now or in the future, Seniors agree to make available all financial statements and related records.

Rent payments shall be mailed or hand-delivered to:

City of Oakley  
Attn: Finance Director  
3231 Main Street  
Oakley, CA 94561

6. **USE AND SENIORS OBLIGATIONS:** The premises are leased to Seniors for the purpose of establishing a senior center. Various classes, educational programs, exercise programs and drop-ins may be conducted on site. Prior to occupancy, the Seniors shall make any repairs and improvements required for the leased premises to meet applicable federal, state and local codes. The proposal submitted by the Seniors is incorporated herein as the Seniors' obligations of this Agreement and the proposal is attached as Exhibit A. Seniors agree to remove the fencing currently surrounding the former dog park area and that the public shall have access to this area. The City shall maintain the former dog park area. Seniors agree to convert the turf area in front of the building to an environment-friendly garden, subject to the final plans being approved by the City Manager as set forth in Section 8 of this Agreement. This garden area shall be maintained by the Seniors.

7. **UTILITIES, SERVICES AND OPERATING COST.** Any utilities and services to the leased premises shall be paid directly by Seniors at Seniors' sole cost and expense.

8. **ALTERATIONS AND REPAIRS.** Seniors shall make no alterations of or additions to either the interior or exterior of the said premises without the written consent of City. Any such additions to or alterations of the premises shall be made at the expense of the Seniors, and any such alterations of or additions to the premises, including any locks, bolts or security grating and hardware, shall become at once a part of the realty and belong to City. Seniors, at Seniors' sole cost, are responsible for all repairs and maintenance of the lease premises and shall keep and maintain said premises and appurtenances and every part thereof, including but not limited to the store front, exterior walls, doors, roof, plumbing, sewers, plate glass and other glazing, duct work, heating and air conditioning units, electrical wiring and lights, sign fixtures, canopies and sidewalks adjacent to the premises (sidewalk damage is excepted if caused by any existing trees on the premises), floors, ceilings, fire sprinkler systems and the entire interior of the premises in good and sanitary order, condition and repair, making replacements as necessary. Seniors hereby waive all right to make repairs at the expense of City as provided in Section 1942 of the Civil Code of the State of California, and all rights provided for by Section 1941 of said Civil Code. If, during the term of this Lease, in the judgment

of City, Seniors fail to keep and maintain the premises in any respect required by this Paragraph, City may do anything necessary to correct the problem by restoring the good and sanitary order and condition, or make the repair, provided that Seniors shall have failed to correct such problem or make such repair within fifteen (15) days after receipt of notice from City. Any amounts expended by City to correct such problem or make such repair shall be deemed to be additional rent and is payable as such on the next day upon which rent becomes due.

By entry hereunder, Seniors accept the premises in their present order, condition and repair and agrees on the last day of said term or sooner termination of this Lease, to surrender unto City said premises with the said appurtenances in the same condition as when received, reasonable use and wear thereof excepted. Seniors understand that City makes no representations or warranties as to the physical or mechanical qualities of the premises. Any costs at the outset necessary to make the leased premises tenantable shall be borne by the Seniors.

9. **TRADE FIXTURES.** Subject to the provisions of this Agreement, Seniors from time to time at Seniors' expense may install in or on the leased premises such fixtures, equipment, furniture and property as it may consider advisable for the conduct of its business, provided that any such installation shall not cause any material damage to the improvements on the leased premises. Seniors shall remove all unattached, movable furniture, trade fixtures and store equipment installed on the leased premises by Seniors and the same shall be removed by Seniors at or before the expiration or termination of this Lease, or any renewal term hereof, and if damage is caused by such removal, Seniors agree to repair such damage at its own cost forthwith. (Costs for any damage may be waived if the City is demolishing the building at the end of the lease term).

10. **FREE FROM LIENS.** Seniors shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Seniors.

11. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Seniors shall, at their sole cost and expense, comply with all of the requirements of all County, Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises, and shall faithfully observe in the use of the premises all County, Municipal, State and Federal laws now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Seniors in any action or proceeding against Seniors, whether City be party thereto or not, that Seniors have violated any such laws in the use of the premises, shall be conclusive of that fact as between City and Seniors.



**12. ASSIGNMENT OR SUBLETTING.** Seniors shall not assign this Lease, nor any right hereunder, nor sublet the premises, nor any part thereof, without the City's prior written consent of the assignment or subletting after reviewing the proposed tenant's business background, creditworthiness and financial conditions which written consent shall not be unreasonably withheld by City. City's consent to any assignment shall be withheld in the event there shall be any change or modification of the use of the premises from that stipulated in Paragraph 6 above. Upon any assignment or subletting, the parties agree that the base rent stipulated in Paragraph 3 above shall be increased to the market rent determined by survey of the rent then being asked for similar vacant premises in the area, but in no event shall the new base rent be less than the base rent payable for the last full month immediately preceding the assignment or subletting. City's consent to any one assignment or subletting, shall not constitute a waiver of any subsequent assignment or subletting requirements as set forth in this Agreement. Any assignment or subletting without the City's consent shall, at the option of the City, be voidable and be deemed a breach of this Lease. In the event of any assignment or subletting, it is understood that Seniors shall not be relieved of any liability or performance of any term of this Lease.

**13. PROPERTY TAXES AND ASSESSMENTS.** Seniors and City acknowledge that there are may be taxes and special assessments upon which the leased premises are situated. The Seniors agree to pay possessory interest tax if imposed by Contra Costa County. City agrees to pay the special assessments charged to the premises.

**14. ADVERTISEMENTS AND SIGNS.** Seniors shall not place or permit to be placed any sign, marquee, lettering, decoration, advertising, light or awning on the outside of the leased premises or on the inside of the said premises if the same be visible from the outside of the leased premises, without the written consent of City Manager. City acknowledges that a sign will be placed at or on the building and Seniors agree that all signs shall be conformity with dimensions and color schemes designated by City ordinance and regulations. Seniors, upon request of City, shall immediately remove any sign which Seniors have placed or permitted to be placed in, on or about the premises and which, in the opinion of City, is objectionable or offensive, and if Seniors fail so to do, City may enter upon the leased premises and remove the same. Seniors agree not to use a phonograph, loud speaker or other sound equipment audible from the outside of the premises without the prior written consent of City Manager. In summary, Seniors shall comply with all sign requirements as set forth in the Oakley Municipal Code.

15. **SENIORS' INSURANCE.** During the term of this Lease, Seniors at their own cost and expense, shall procure from reliable insurance companies satisfactory to City, and keep in full force and effect at all times during this Lease term, a public liability and property damage insurance policy in amounts of not less than the following: Bodily injury liability - \$1,000,000 each person, \$1,000,000 each occurrence; property damage liability - \$500,000 each occurrence. Said policy shall cover injuries to and/or death of all persons and loss of or damage to property (including loss of use) occasioned by or arising from or out of the acts or omissions of Seniors, its agents and/or employees and/or the condition of the premises. Such insurance shall expressly inure to the benefit of City, its agent or employees, for liability arising or alleged to have arisen from such acts or omission on the leased premises or the operations of Seniors or anyone directly or indirectly employed by Seniors. Said insurance policy shall name both City and Seniors as insureds, with a copy of said policy being furnished directly to City.

Seniors shall defend, hold harmless and indemnify the City, its officers, agents and employees from any claim, damage, or liability associated with Seniors' use of the premises, including payment of attorney's fees.

Seniors are to obtain a written obligation on the part of the insurance carriers to notify City in writing at least ten (10) days prior to any cancellation or expiration without renewal thereof, and Seniors agree if it does not keep said insurance in full force and effect the City may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be a part of the rental and is payable as such on the next day upon which rent becomes due.

Seniors shall, at their sole cost and expense, comply with any and all recommendations and requirements pertaining to the leased premises of any insurance organization or company in connection with the maintenance of fire and public liability insurance covering the leased premises.

16. **WASTE.** Seniors shall not commit, or suffer to be committed, any waste upon the leased premises or any public or private nuisance.

17. **PROHIBITED USES.** Seniors shall not use the leased premises for, or carry on or permit upon said leased premises, any offensive, unlawful, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything else in violation of City ordinance. Seniors shall not conduct or permit any auction sale, sidewalk sale or parking lot sale to be held in or about the leased premises without prior written permission of the City Manager.

18. **ENTRY BY CITY.** Seniors shall permit the City and its designees to enter into and upon the leased premises after reasonable notice is given to Seniors, who shall not unreasonably withhold such permission, (a) to inspect the premises; (b) to make repairs, alterations or additions (with such materials as City may deem necessary therefore) to the leased premises, the building of which the leased premises form a part, or any property owned or controlled by City; (c) to post notices of non-liability for alterations, additions or repairs; (d) to place upon the property in which the said leased premises are located any usual or ordinary "For Sale" signs, and to show any prospective purchasers the leased premises; (e) to place upon said leased premises any usual or ordinary "To Let" or "To Lease" signs, at any time within ninety (90) days prior to the expiration of this Lease, in which case Seniors shall allow prospective applicants to enter and examine said leased premises during the said last ninety (90) days; and (f) for any other lawful purposes. In all instances of emergency, entry by City, its designees or its invitees, Seniors waive any claim to damages or any rebate of rent for any loss of occupation or quiet enjoyment of the leased premises, including loss of business, occasioned by such entry.

19. **INDEMNIFICATION OF CITY.** Seniors, as a material part of the consideration to be rendered to City, hereby waive all claims against City for damages to goods, merchandise or property of Seniors in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Seniors will hold City exempt and harmless from any damage or injury to any person, or to the services, goods, merchandise or property of any person, occurring in, upon or about the leased premises, sidewalks or parking areas adjacent thereto, from any cause arising at any time during the term of this Lease or any extension hereof. Seniors agree that if City is involuntarily made a party defendant to any litigation concerning this Lease or the demised leased premises, for any reason other than because of any act or omission of City, then Seniors shall hold City harmless from all liability by reason thereof, including reasonable attorney's fees incurred by City in such litigation and all taxable court costs.

20. **INSOLVENCY.** The following shall constitute a breach of this Lease by Seniors: (a) the insolvency of Seniors; (b) the commencement of any bankruptcy proceedings whether begun by or against Seniors; (c) the appointment of a receiver to take possession of all or substantially all of the assets of Seniors; (d) an assignment by Seniors for the benefit of creditors.

21. **NOTICES.** Any notice, demand or communication under or in connection with this Lease may be served by either party upon the other by

personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid, and directed to City at 3231 Main Street, Oakley, California 94561 and may, likewise, be served on Seniors by personal service, or by mailing the same, addressed to Seniors at:

Oakley Senior Citizens  
P.O. Box 268  
Oakley, CA 94561

Either City or Seniors may change its address by notifying the other party in writing as to such new address as may be desired to be used and which same shall continue as the address until further written notice.

22. **TIME IS OF THE ESSENCE.** Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions and obligations herein contained.

23. **NON-WAIVER OF BREACH.** The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenants or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Seniors of any term, covenant or condition of this Lease, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

24. **EFFECT OF EXERCISE OF PRIVILEGE BY CITY.** The exercise of any right or option or privilege hereunder by City shall not exclude City from exercising any and all other rights, privileges, and options hereunder and City's failure to exercise any right, option or privilege shall not relieve Seniors from Seniors' part to be performed hereunder nor from damage or other remedy for failure to perform or meet the obligations of this Lease.

25. **VACATING OR ABANDONMENT OF PREMISES.** Seniors shall not vacate or abandon the leased premises any time during the lease term; and if Seniors shall abandon, vacate or surrender said leased premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Seniors and left on the leased premises shall be deemed to be abandoned, at the option of the City, except such property as may be mortgaged to the City, if any.

26. **SURRENDER OF LEASE NOT MERGER.** The voluntary or other surrender of this Lease by Seniors, or a mutual cancellation thereof, shall not constitute a merger, and shall, at the option of the City, terminate all of the existing subleases or sub-tenancies.

27. **REMEDIES OF CITY OR DEFAULT.** This Lease is made upon the express condition that if default be made in the payment of the rent above reserved, or any part thereof, or if Seniors fail or neglect to perform, meet or observe any of Seniors' obligations hereunder, or if Seniors shall abandon or vacate said leased premises, City or the legal representative of City, at any time thereafter, without notice or demand, may lawfully declare said term ended, and re-enter the said demised premises, or any part thereof, either with or without process of law, and expel, remove and put out Seniors or any person or persons occupying said leased premises and may remove all personal property therefrom, and store the same in a public warehouse at the cost of and on account of Seniors, using such force as may be necessary to again repossess and enjoy said leased premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. City may likewise, at City's option, but at the cost of Seniors, and in addition to any other remedies which City may have upon such default or failure or neglect and without notice to Seniors, petition the Superior Court of the State of California for and be entitled as a matter of right to the appointment of a receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to City. Any such receiver may take possession of any personal property belonging to Seniors and used in the conduct of the business then being carried on by Seniors in the said leased premises, and may use the same in conducting such business on the leased premises, without compensation to Seniors.

Should City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, in addition to any other remedies City may have upon such default, failure or neglect, either terminate this Lease or it may from time to time, without terminating this Lease, relet the said leased premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as City, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said leased premises. Rentals received by City from such reletting shall be applied: First, to the payment of any indebtedness, other than rent, due hereunder from Seniors to City; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting, including commissions; fourth,

to the payment of the cost of any alterations and repairs to the leased premises; and the residue, if any shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by Seniors hereunder, then Seniors shall pay such deficiency to City. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of said leased premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Seniors or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach. Should City at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Seniors all damages it may incur by reason of such breach, including the worth at the time of any award of damages of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term and charges equivalent to rent for the remainder of the stated term, and including the cost of recovering the leased premises over that which Seniors proves could reasonably have been avoided, pursuant to Section 1951.2 of the Civil Code of California. No notice of the exercise of any election given City herein need be sent to Seniors.

**28. NO RELOCATION BENEFITS:** As stated in Section 2 of this Agreement, Seniors acknowledges that the term of this lease agreement is three years and City reserves the right to terminate this lease agreement for any reason and at any time with ninety (90) days written notice to Seniors.

Seniors warrant and represent to City that Seniors do not have nor shall Seniors claim any right to relocation benefits under any provision of any State of California or federal law and Seniors knowingly waive the right to make any claim against the City for relocation benefits in the event City elects to terminate this Lease for any reason or at the expiration of the Lease term. Seniors further warrant and represent that they have no other right or claim to compensation arising out of or connected with the acquisition of the leased premises by the City and agree never to assert such a claim. Seniors hereby agree to commence plans for a long-term location for its operations other than the leased premises.


**29. BINDING ON SUCCESSORS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

30. **DEFINED TERMS.** The words "City" and "Seniors" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one City or Seniors the obligations hereunder imposed upon City or Seniors shall be joint and several. The marginal heading or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**IN WITNESS WHEREOF**, the parties hereunto set their hands in duplicate, the day and year first hereinabove written.


**CITY**

City of Oakley,  
a municipal corporation

By:   
Bryant H. Montgomery  
City Manager

**SENIORS**

Oakley Senior Citizens,  
a non-profit organization


By:   
Karen Gallegos  
President

**ATTEST:**



Libby Vreonis  
City Clerk

**APPROVED AS TO FORM:**

  
William R. Galstan  
Special Counsel