

**LEASE OF CITY REAL PROPERTY
AT 300 ESTUDILLO AVENUE, SAN LEANDRO**

This Lease of City Real Property ("Lease") at 300 Estudillo Ave, San Leandro, CA 94577, dated October 1, 2025, is by and between the City of San Leandro, a municipal corporation of the State of California, hereafter called "Lessor," and As Kneaded Bakery, a California corporation, hereafter called "Lessee", collectively referred to as "the Parties".

RECITALS

A. **WHEREAS**, Lessor is the owner of the San Leandro Public Library located at 300 Estudillo Avenue, San Leandro, California 94577 (the "Library"); and

B. **WHEREAS**, Lessor desired to have a food service provider rent the café space inside the Library consisting of approximately 965 square feet, which is more particular described in Exhibit "A", attached hereto and incorporated herein by this reference, along with all improvements located thereon, hereafter referred to as "Property"; and

C. **WHEREAS**, on March 10, 2025, Lessor issued a Request for Proposals under RFP No. 63018 ("RFP"), hereby incorporated by this reference, for a food service provider at the Main Library; and

D. **WHEREAS**, Lessor received eight (8) proposals and determined Lessee provided the most responsive and desirable proposal; and

E. **WHEREAS**, Lessee desires to lease the Property from Lessor.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

1. Lease of Property. Lessor hereby leases to Lessee the Property, including the improvements located thereon. Lessee shall be permitted to use all of the equipment identified in Exhibit A attached hereto at no additional charge to Lessee. Lessor represents and warrants to Lessee that all equipment listed on Exhibit A is in good working order and condition, free of any liens. Lessor shall provide one (1) parking space in the employee parking lot of the Library to Lessee for its exclusive use during the term of this Lease. Use of the parking space shall be limited to only Lessee and employees of Lessee.

2. Term of Lease. The term of this Lease shall commence on the date hereof and shall expire on September 30, 2027 ("Term"). The term shall be followed by three (3) one-year extension options for a total term not to exceed five (5) years. Lessee shall provide notice to Lessor of its election to exercise each extension no less than ninety (90) days prior to the expiration of the then-existing term.

3. Condition of Property. Lessee is fully aware of the existing condition of the Property and accepts the Property in its existing condition, subject to Lessor's delivery

obligations set forth herein. Lessor shall deliver the Property to Lessee in the following condition: (i) free of all cockroaches and other bugs, rodents and vermin; and (ii) the temperature control of the Property shall be repaired such that the interior temperature of the Property shall be regulated at an average temperature of approximately seventy (70) degrees Fahrenheit throughout normal business hours. Notwithstanding the Abatement Period set forth in Section 4 below, the Abatement Period shall continue on a day-for-day basis until Lessor has satisfied both of the delivery conditions set forth above.

4. Rent. Rent shall be \$2,550.00 per month paid on or before the 1st of each and every month of the Term and any extensions herein. Lessor will invoice the Lessee monthly. Prior to the following conditions being met, rent shall be \$0 ("Abatement Period").

- i. The Lessor will deliver the Property free of cockroaches and other bugs, rodents, and vermin.
- ii. The temperature control of the Property shall be regulated at an average temperature of approximately seventy (70) degrees Fahrenheit throughout normal business hours.
- iii. When Lessee holds a grand opening (defined as being open to the general public after a one-week soft opening), currently scheduled for January 2026 and by no later than February 15, 2026, but dependent on the conditions above, and the installation of a larger three-bay sink at Lessee's expense or Alameda County Environmental Health Department required upgrades at Lessee's expense.
- iv. In addition to the Abatement Period, Lessee shall receive an additional rent credit equal to the cost of replacement by Lessee of the existing three-bay sink to a larger three-bay sink, which costs shall include the cost of the new sink, installation costs and any permit fees. Lessee shall provide Lessor an itemization of such costs and copies of all applicable paid invoices. If other upgrades are required by Alameda County Health Department that would ostensibly become a fixture of the Property, a similar rent credit would be applied with the same conditions as the sink above.
- v. Rent shall include all charges for any applicable tax upon the Property, such as possessory interest tax. Any such taxes will be paid by Lessor and reviewed annually. City reserves the right to increase the amount of rent paid under Section 4 in order to offset the increased taxes, in a maximum of five percent (5%) annual increments. City shall provide ninety (90) days' written notice of any such increase.

5. Use of Property. The Property shall only be used for purposes consistent with the zoning for the Property and in accordance with any permits and approvals issued by the Lessor in its regulatory capacity for such use and no demolition, alterations or construction shall occur during the term unless otherwise authorized in accordance with Section 14 below. Additionally, Lessee is required to maintain the Property in

accordance with Section 12 below and ensure the Property is secured at all times in a manner consistent with standard commercial practices. Lessor will provide Lessee with an electronic badge to enter the Library and a key to the Property. Additionally, if the Lessee is arriving prior to Library staff or leaving after Library staff have secured the Library, the Lessee is responsible for disarming or arming the security alarm. Additionally, if Lessee leaves after Library staff have secured the Library and left, the Lessee must ensure the public is clear of the portion of the Library that the public would have access to before they leave. That includes restrooms and the 1st and 2nd floor hallways of the meeting room wing of the Library. Lessee has the right to operate the café within the Property during hours prior to or after the times which the Library is otherwise open to the public. During such times, Lessee shall have access to the restrooms which serve the Library for use by Lessee's customers and employees. Lessor shall provide Lessee a key or keys to the restrooms. Lessor shall also provide a key to the 2nd floor janitorial closet to Lessee to access the mop sink.

If as a result of the negligence or willful misconduct of Lessor or Lessor's agents, representatives or contractors, Lessee is unable to access or use the Property for a period in excess of seventy-two (72) hours, then Lessee's rent shall abate proportionately until the disruption or interference is eliminated.

- 6. Assignment and Sublease.** Lessee shall not assign this Lease or any interest therein, nor let or sublet the whole or any part of the Property without the express written consent of Lessor which shall not be unreasonably withheld, condition or delayed.
- 7. Expiration.** Upon the expiration of the Term of this Lease, or of any extension, Lessee shall quit and surrender the Property in as good state and condition, reasonable wear and tear excepted, as its condition at the commencement of said Term, provided that Lessee shall not be obligated to remove any improvements installed by Lessee which are approved by Lessor.
- 8. Compliance with All Laws.** Lessee, at its sole cost, shall comply with all applicable lawful requirements, policies, statutes and ordinances with respect to the use of the Property, provided that Lessor shall comply with all applicable lawful requirements, policies, statutes and ordinances with respect to the Library, including, but not limited to all applicable accessibility requirements.
- 9. Utilities.** Rent shall include all charges for utilities and other services upon the Property, including but not limited to gas, electricity, sewer, water and garbage charges. Utilities will be reviewed annually. Lessor reserves the right to increase the amount of rent paid under Section 4 in a maximum of five percent (5%) annual increments in order to offset the increased utilities, subject to Lessor providing Lessee with back-up documentation which evidences the increased utility costs. Lessor shall provide ninety days' written notice of any such increase.
- 10. Indemnification and Hold Harmless.** Lessee shall defend, indemnify and hold harmless Lessor, its officers, agents, and employees against any liability, claim or loss for damage to any property or injury to or death of any person or persons arising from

or connected to the Property during the Term of this Lease, except to the extent such liability claim or loss is attributable to the gross negligence or willful misconduct of Lessor, its officers, agents, or employees.

Lessor shall defend, indemnify and hold harmless Lessee, its officers, agents, and employees against any liability, claim or loss for damage to any property or injury to or death of any person or persons arising from or connected to the Property during the Term of this Lease, except to the extent such liability claim or loss is attributable to the gross negligence or willful misconduct of Lessee, its officers, agents, or employees.

11. Hazardous Materials.

- A. Hazardous materials are those substances listed in Division 4, Chapter 30, Article 9, Title 22, California Code of Regulations, or those which meet the toxicity, reactivity, corrosiveness or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment.
- B. Except as otherwise permitted in the Lease, Lessee shall not use, create, store or allow any such substances on the Property.
- C. In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Property.
- D. However, household products necessary for routine cleaning and maintenance of the Property may be kept on the Property in quantities reasonable for current needs.
- E. Lessor, or its agents or contractors, shall at all times have the right, upon reasonable notice, to go upon and inspect the Property and the operations conducted thereon to assure compliance with the requirements herein stated, so long as Lessor's entry is conducted in a manner to minimize interference with Lessee's use and operations in the Property. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the Property.
- F. Breach of any of these covenants, terms and conditions which are not timely cured shall give Lessor authority to terminate this Lease. It is the intent of the parties hereto that the Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the Property by Lessee during the term of this Lease. The Lessee shall also be responsible for any cleanup and decontamination on or off the Property necessitated by such materials or waste.
- G. Each party shall indemnify, defend, and hold the other and its officers or employees, harmless from any and all responsibility, loss, damage, liability and expenses (including reasonable attorneys' fees) resulting from the presence or use of hazardous materials on the Property during the term of this Lease, except to the extent such liability claim or loss is attributable to the gross negligence or willful misconduct of the indemnifying party, its officers, agents, or employees.

H. Nothing in this Lease shall create any liability on the part of Lessee for any hazardous materials (i) present at or about the Property or the Library prior to the Commencement Date, (ii) that emanate onto the Property or Library from outside the Property or Library not caused or contributed to by Lessee or its agents or employees, or (iii) that are introduced onto the Property or Library by Lessor or its employees or agents. Lessor shall indemnify, defend and hold Lessee and its members, officers, directors, employees, agents and representatives harmless with respect to any claims, liabilities, costs and expenses in connection with any pre-existing Hazardous Materials.

12. Maintenance and Repairs. Lessee shall be responsible for utilizing means consistent with standard commercial practices to secure the Property and to protect the Property from unlawful trespassers at all times. Additionally, Lessee shall be responsible for utilizing means consistent with standard commercial practices to secure the Library and protect the Library from unlawful trespassers at times when Lessee is accessing areas of the Library, such as restrooms and common areas, pursuant to Section 5. Lessor shall be responsible to utilize means consistent with standard commercial practices to secure the Library to protect the Library from unlawful trespassers. Lessee shall also keep the Property free of all debris and waste and shall conduct any other repairs and maintenance necessary to keep the Property in a neat and well-maintained manner. This includes but is not limited to:

- Clogged drains, toilets, or plumbing fixtures caused by Lessee's use;
- Damage to interior surfaces, fixtures, or equipment resulting from Lessee's operations or its employees;
- Broken windows, doors, or hardware caused by misuse or negligence by Lessee or its employees;
- Damage or malfunction of finishes, fixtures, and equipment or other systems due to improper use or failure to follow rules of Lessor.

Lessor shall be responsible, at its own cost, for maintenance, repair and replacement of the Property's structural components and existing major systems, such as the roof, walls, foundation, heating and ventilation system(s) such that the interior temperature of the Property shall be regulated by Lessor at an average temperature of approximately seventy (70) degrees Fahrenheit throughout normal business hours, water heaters and plumbing systems, electrical systems (unless issues are caused by Lessee) and common areas of the Property and Library.

Lessor shall not maintain any part of the Property or the improvements located thereupon, with the exception of normal wear-and-tear other than maintenance and repairs as outlined above.

13. Insurance. As a condition precedent to this Lease, Lessee shall provide evidence of insurance in accordance with the insurance requirements shown in Exhibit "B" and incorporated herein by reference. Lessee shall maintain these insurance requirements throughout the lease term and name Lessor as additional insured on its insurance policies.

14. Alterations, Additions and Improvements.

- A. Lessee shall not undertake any demolition, building, construction, reconstruction or development on the Property without submitting to Lessor a plan and receiving Lessor's approval thereof, provided that Lessor has pre-approved the replacement by Lessee of the existing three-bay sink to a larger three-bay sink. Lessee shall not be obligated to remove the three-bay sink upon expiration or termination of this Lease. Any such approved alterations, additions or improvements shall be made solely at the cost of Lessee and shall not be made until Lessee has obtained any and all necessary permits and approvals. Any such approved alterations, additions or improvements shall become property of Lessor upon the termination of this Lease, with the exception of removeable equipment provided by Lessee such as refrigerators, dishwashers, espresso machines, or similar equipment.
- B. Lessee shall keep the Property free and clear of any and all liens or encumbrances. Lessor shall have the right to post and keep posted in a conspicuous place on the Property a notice of non-responsibility during the period of time during which any alterations, additions or improvements may be made by Lessee.

15. Waiver. No waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of Lessor to reenter the Property or to exercise any right, power or privilege or option arising from any breach shall impair any such rights, power, privilege or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein.

16. Default. Should Lessee default at any time in the payment of any installment of rent, or of any other charges when the same become due, or should Lessee default in the performance of any covenant or agreement or condition hereunder, including the use of the Property, and fail to cure the default after thirty (30) days' written notice of such default by Lessor to Lessee, Lessor shall have the right to terminate this Lease forthwith, provided that if more than thirty (30) days are reasonably required to remedy such condition then Lessee shall not be deemed to be in default so long as Lessee commences such cure within said thirty (30) day period and diligently pursues such cure to completion. In the event of such termination, Lessee shall quit and surrender the Property to Lessor. Lessor shall have the right to reentry immediately upon such termination becoming effective, such as after the aforementioned thirty-day notice

period, or the time reasonably required to remedy the default condition. . The right to terminate this Lease shall be in addition to the other rights or remedies of Lessor in the event of a default.

17. Binding on Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

18. Severability. If any section, paragraph, sentence, clause, phrase, or portion of this Lease is invalid or shall be held to be invalid, such invalidity shall not affect the validity of the balance of the Lease.

19. Notice. Any notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either personally delivered to the other party or deposited in the United States mail, postage prepaid and addressed as follows:

To Lessee: As Kneaded Bakery
585 Victoria Ct
San Leandro, CA 94577
Attention: Iliana Berkowitz

To Lessor: City of San Leandro
835 E 14th St
San Leandro, CA 94577
Attention: City Manager

20. Destruction of Property. In the event the Property is totally or partially destroyed, rendering the Property totally or partially inaccessible or unusable, either party may terminate this Lease by giving written notice of such termination to the other party.

21. Taking by Eminent Domain. If, during the term of this Lease there is any taking of all or any part of the Property or any interest in this Lease by eminent domain by a government agency having authority over Lessor, the rights and obligations of the parties shall be determined pursuant to this paragraph. If the Property is totally taken by eminent domain, this Lease shall terminate on the date of taking. If any portion of the Property is taken by eminent domain, the lease terminates as to the part taken and remains in effect as to the remainder. The terms of this Lease shall remain in effect, including a pro rata percentage of the rent commensurate with the percentage of the remainder, as to the remainder unless Lessee shall give written notice of termination to Lessor within thirty (30) days of the date of taking. In the event of either a total or partial taking by eminent domain, Lessor shall be entitled to all compensation paid as a result of the taking, whether by negotiated settlement or judgment entered by a court, and Lessee shall have no claim to or interest in any of the proceeds of such eminent domain action. In the case of a total taking, Lessor shall exercise best efforts to assist in relocation of the Lessee.

22. Force Majeure. Subject to the limitations set forth below, performance by either party shall not be deemed to be in default, and all performance and other dates specified in this Lease shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other party, acts or failures to act of any public or governmental agency or entity (other than the parties which shall not excuse delay in performance), or any other cause beyond the affected party's reasonable control (all of the foregoing "Force Majeure"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other party within ten (10) days of receipt of the notice. Neither party shall unreasonably withhold consent to an extension of time pursuant to this Section.

If a Force Majeure event causes substantial damage to the Property or renders the Property wholly or materially unusable or inaccessible for the intended purpose for a continuous period of ninety (90) days or more, then either party may terminate this Lease by giving the other party written notice of termination. Such notice must be provided within thirty (30) days following the expiration of the ninety (90) day period mentioned above. Upon such termination, neither party shall have any further obligations under this Lease, except for obligations that expressly survive termination. Any prepaid rent shall be prorated and refunded to the Lessee as of the effective date of termination.

23. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Alameda. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Alameda and waive all venue objections.

24. Integrated Agreement; Amendment. This document represents the entire and integrated agreement between Lessor and Lessee and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both Lessor and Lessee.

25. Electronic Execution and Counterparts. The Parties agree that this Lease may be signed electronically and may be executed in counterparts.

The Parties have executed this Lease as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

Janelle Cameron, City Manager

ATTEST:

Kelly B. Clancy, City Clerk

APPROVED AS TO FORM:

Richard D. Pio Roda, City Attorney

Brian Simons, Library Director

AS KNEADED BAKERY

DocuSigned by:

Ilana Berkowitz

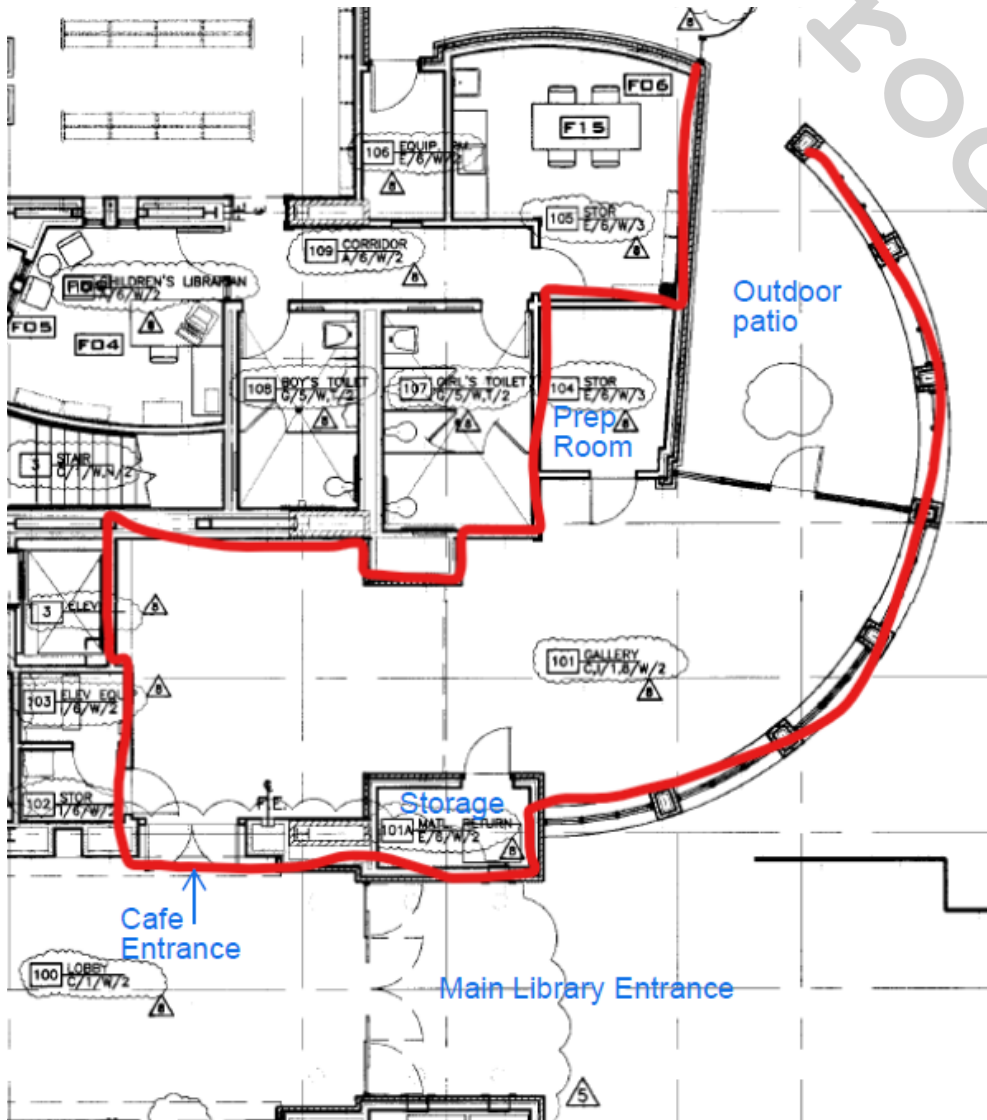
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Ilana Berkowitz, President

**LEASE OF CITY REAL PROPERTY
AT 300 ESTUDILLO AVENUE, SAN LEANDRO**
Exhibit A

The food service space of the Main Library is approximately 965 square feet. Max Occupancy 62. It contains one small back room and one large closet. It has two entrances, one from the Library lobby and another directly from the exterior. It also has an exterior patio just outside of that exterior entrance that faces the parking lot. One designated parking spot would be allocated for the business's vehicle in the staff parking area, and employees of the Business could also park in staff parking. Customers of the Business are welcome to use the public portion of the parking lot. The Business is required to provide 3 waste receptacles (organics, recycling, and landfill) and they are emptied in the appropriate dumpsters in the rear of the Library.

Below in the red outline is the food service space.



Equipment included:

- 1 Chest Freezer
- 1 BeverageAir approx. 6ft. tall standing glass front shelved refrigerator- 41 degree compliant.
- 1 Federal Industries approx. 4 ft wide x 4 ft tall x 2 ft deep glass front, rear access display cooler
- 1 Delfield counter height 3 rack refrigerator.
- 1 Manitowoc ice maker
- 1 True Freezer stand up, approx. 6 ft tall single door stainless-steel 4 rack freezer.
- 1 Maxx Cold counter height standalone stainless-steel double door refrigerator.
- 1 Breville toaster oven
- 1 Panasonic 1100W microwave
- 1 3-bay small dishwash sink
- 1 Bloomfield coffee brewer/hot water dispenser 7 of 16
- 1 Service Counter
- 1 Countertop built-in ice storage unit.

The Business assumes ownership of equipment and would be responsible for its maintenance and repair once the lease agreement is signed.

**LEASE OF CITY REAL PROPERTY
AT 300 ESTUDILLO AVENUE, SAN LEANDRO
Exhibit B**

INSURANCE.

13.1. Type and Amounts Required. Lessee shall, at its sole expense, procure and maintain throughout the Term (plus such earlier and later periods as Lessee may be in occupancy of the Premises) all of the following:

- (a) Commercial general liability insurance including contractual liability coverage, written on an “occurrence” policy form, covering bodily injury, property damage and personal injury arising out of or relating (directly or indirectly) to Lessee’s operations, conduct, assumed liabilities, or use or occupancy of the Property and the Premises naming the Indemnitees as additional insureds, with minimum coverage in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage and Four Million Dollars (\$4,000,000) in the aggregate;
- (b) Property insurance protecting Lessee against loss or damage by fire and such other risks as are insurable under then available standard forms of “all risk” insurance policies, covering Lessee’s personal property and trade fixtures in or about the Premises or the Property, and any improvements and/or alterations in the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost or highest insurable value;
- (c) Workers’ compensation insurance in the statutory amounts shall be provided with limits of not less than one million (\$1,000,000) per accident. In the alternative, Lessee may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code; and
- (d) Comprehensive automobile liability insurance with a minimum coverage of one million dollars (\$1,000,000) per occurrence, combined single limit.

The foregoing policies shall protect Lessee as named insured, and City and the other Indemnitees as additional insureds, and if subject to deductibles shall provide for deductible amounts not in excess of those approved in advance in writing by City in its reasonable discretion. City reserves the right to increase the foregoing amount of required liability coverage from time to time (but not more often than once each calendar year) to adequately protect Indemnitees and to require that Lessee cause any of its contractors, vendors or other parties conducting activities in or about or occupying the Premises to obtain and maintain insurance as determined by City and as to which the Indemnitees shall be additional insureds.

13.2 Excess Coverage Liability Policy. Nothing in this Article shall prevent Lessee from obtaining insurance of the kind and in the amounts provided for under this Section under an excess coverage liability insurance policy covering other properties as well as the Premises;

provided, however, that any such policy of excess coverage liability insurance (i) shall specify those amounts of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by Section 12.1, (ii) such amounts so specified shall be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy, and (iii) shall, as to the Premises, otherwise comply with the requirements of this Article as to endorsements and coverage.

13.3. Policy Form. Other than LESSEE's workers' compensation insurance, all coverage shall (i) provide that no act or omission of LESSEE shall affect or limit the obligations of the insurer with respect to any other insured; (ii) include all waiver of subrogation rights endorsements necessary; and (iii) provide that the coverage shall be primary, and that City, although an additional insured, shall nevertheless be entitled to recovery for any damage to City or the other Indemnites by reason of acts or omission of Lessee, and that any coverage carried by City shall be noncontributory with respect to coverage carried by Lessee. If requested, proof of coverage shall be delivered to City by Lessee on or before the Commencement Date. City may at any time, and from time to time, inspect and /or copy any and all insurance coverage required by this Agreement.

13.4 Insurance of Lessee's Contractors and Agents. In addition to any other insurance requirements, Lessee expressly agrees that none of its agents, contractors, workmen, mechanics, suppliers or invitees performing construction or repair work in the Premises shall commence such work unless and until each of them shall furnish Lessee (and City if requested) with satisfactory evidence of insurance coverage, financial responsibility and appropriate written releases of mechanic's or materialmen's lien, or stop notice claims, as necessary.

13.5 Waiver of Subrogation. Lessee and City each agree to waive, and as applicable shall cause the insurance companies issuing their respective property (first party) insurance, to waive any subrogation rights that each Party and such companies may have against Lessee or City, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, City and Lessee waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

Certificate Of Completion

Envelope Id: 07117130-55AA-4CC8-B25F-F153A14AECE3

Status: Sent

Subject: Complete with Docusign: City of San Leandro and As Kneaded - Food Service Lease at Main Library 2...

Source Envelope:

Document Pages: 13

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Brian Simons

AutoNav: Enabled

835 E 14th St

Envelopeld Stamping: Enabled

San Leandro, CA 94577

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

bsimons@sanleandro.org

IP Address: 192.83.149.200

Record Tracking

Status: Original

Holder: Brian Simons

Location: DocuSign

8/29/2025 2:40:31 PM

bsimons@sanleandro.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of San Leandro

Location: Docusign

Signer Events

Signature

Timestamp

Iliana Berkowitz

askneadedbakery@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Iliana Berkowitz

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Sent: 8/29/2025 3:05:57 PM

Viewed: 8/29/2025 3:06:47 PM

Signed: 8/29/2025 3:08:59 PM

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:f:771b::a

Electronic Record and Signature Disclosure:

Accepted: 8/29/2025 3:06:47 PM

ID: fec80771-0111-405d-b5fc-e9ffb6822b2b

Brian Simons

BSimons@sanleandro.org

Library Director

San Leandro Public Library

Signing Group: Library Services

Security Level: Email, Account Authentication
(None)

Sent: 8/29/2025 3:09:00 PM

Viewed: 8/29/2025 3:11:38 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

City Attorney

Signing Group: City Attorney

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

City Manager

Signing Group: City Manager

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
City Clerk		
Signing Group: City Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2025 3:05:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of San Leandro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of San Leandro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clerk@sanleandro.org

To contact us by paper mail, please send correspondence to:

City of San Leandro

835 E 14th St

San Leandro, 94577

To advise City of San Leandro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tbatalla@sanleandro.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of San Leandro

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@sanleandro.org and in the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with City of San Leandro

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to clerk@sanleandro.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of San Leandro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of San Leandro during the course of your relationship with City of San Leandro.