

RECORDING REQUESTED BY  
AND MAIL TO

ALAMEDA REUSE & RED. AUTHORITY  
950 W. MALL SQUARE  
ALAMEDA CA 94501  
ATTN: Executive Director



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OFFICIAL RECORDS OF ALAMEDA COUNTY  
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RECORDING FEE: 0.00



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LEASE IN FURTHERANCE

OF CONVEYANCE

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY

FOR

THE FORMER NAVAL AIR STATION ALAMEDA

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- A Map depicting Leased Premises

**LEASE IN FURTHERANCE OF CONVEYANCE**

**BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

THIS LEASE, made this 6TH day of JUNE, 2000, by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, herein called "**Government**", and **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**, a Joint Powers Authority established by the City of Alameda and County of Alameda under the California Joint Exercise of Powers Act as set forth in Title 1, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (Government Code Section 6500 et seq.), hereinafter called the called "**Lessee**".

**WITNESSETH:**

**WHEREAS**, Government is the owner of certain real and personal property, as more particularly described in Paragraph 1, commonly referred to as the former Naval Air Station Alameda, ("NAS Alameda") which was closed as a military installation and is subject to disposal pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1991, as amended (Pub. L. No. 101-510) and Lessee and Government have agreed upon a method of conveyance of said property as set forth in the Economic Development Conveyance Memorandum of Agreement (EDC MOA) dated June 6, 2000; and

**WHEREAS**, Prior to the conditions for a deed transfer being met, immediate possession of all or portions of the NAS Alameda is granted to Lessee by this Lease; and

**WHEREAS**, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. § 2667 (f)(1), has determined that this Lease will facilitate state and local economic adjustment efforts pending final disposition of the real and personal property; and

**WHEREAS**, the Secretary of the Navy, pursuant to 10 U.S.C. § 2667 (f)(2) has determined that a public interest will be served as a result of this Lease, the fair market value of the Lease is either unobtainable or not compatible with such public benefit, and that consequently, consideration for this Lease will be at less than fair market value; and

**WHEREAS**, to the extent that this Lease involves storage, treatment and disposal of toxic or hazardous materials, the Secretary of the Navy has determined that the proposed use of the premises, subject to the terms and conditions of this Lease, meets the criteria of 10 U.S.C. § 2692(b)(9) and (10); and

**WHEREAS**, the Secretary of the Navy, after consultation with the Environmental Protection Agency Administrator has determined that the Leased Premises is suitable for lease, and the uses contemplated for the Lease are consistent with protection of human health and the environment; and

**WHEREAS**, the Secretary of the Navy, pursuant to the National Environmental Policy Act, has issued a Record of Decision as to the disposal and reuse of the property; and

**WHEREAS**, Lessee is recognized by the Secretary of the Defense, through the Office of Economic Adjustment, as the local redevelopment authority with the responsibility for the redevelopment of the NAS Alameda; and

**WHEREAS**, Lessee has the authority to acquire, lease and dispose of federal military installations, and Lessee desires to enter into this Lease.

**NOW THEREFORE**: in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. **LEASED PREMISES:**

1.1 Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from Government, leased premises identified as parcels "EDC-1" through "EDC-19 and PBC 1A and PBC 1B" on Exhibit "A", attached hereto and made a part of this lease, together with all personal property identified in Exhibit "F" to the EDC MOA and improvements thereon including elements of Government-owned utility systems within the Premises and serving the Premises, hereinafter called the "Leased Premises", and with the right of ingress and egress to said Leased Premises.

1.2 The existing Large Parcel Lease (LPL) between the Government and Lessee shall terminate as of the commencement date of this Lease.

1.3 The Government reserves the right to continued use of those portions of the Leased Premises identified as follows: (a) Suite 230 located on the second floor of Building 1 containing approximately 2,068 square feet of space; (b) approximately 4,600 of space within Building 114; (c) the first floor of Building 112; (d) Buildings 338 B and C, and (e) Building 346. Such use shall be provided to the Government without payment of rent for the term of this Lease. The Government shall relinquish possession of the above identified space to Lessee at such time as Government no longer requires use of such space.

2. **TERM:**

2.1 The term of this lease shall be for the period of fifty (50) years commencing on the date of execution of this lease and ending on the date fifty (50) years thereafter, unless sooner terminated in accordance with the provisions of Paragraph 2.2 or Paragraph 14, Termination.

2.2 Termination Upon Tender of Deed: Ten (10) days after the Government tenders to Lessee, in accordance with the provisions of Article 3 of the EDC MOA and applicable law, a good and sufficient quitclaim deed conveying to Lessee any portion of the Leased Premises (each such portion hereinafter referred to as "Conveyed Portion"): (i) this Lease shall automatically terminate with respect to the applicable Conveyed Portion as if such date were the stated expiration date contained herein and neither party hereto shall have any further obligations under this Lease with respect to the Conveyed Portion (other than any obligations which otherwise would survive termination of this Lease); (ii) all references to the Leased Premises shall be deemed to exclude such Conveyed Portion; and (iii) this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises.

3 **CONSIDERATION:**

3.1 As consideration for this Lease, Lessee agrees to actively market and sublease those portions of the Leased Premises which are suitable for use or occupancy by potential sublessee's. Lessee shall also provide protection and maintenance for all of the Leased Premises during the term of this Lease. As additional consideration, Lessee shall apply any revenue received from

subleasing the Leased Premises for those purposes described in the EDC MOA under the Article 6, entitled "Use of Proceeds from Sale or Lease."

3.2 Lessee is fully responsible for operation, protection, maintenance and repair of the entire Leased Premises including, but not limited to: fire fighting; general perimeter and internal security; maintenance and repair of buildings, structures, fencing, paved areas, roads, streets, sidewalks, curbs and gutters; operation, maintenance and repair of street lighting and signage and alarm systems; operation, maintenance and repair of storm sewer, sanitary sewer and potable water systems; pest control; grounds maintenance; and general administration of these services.

3.3 Lessee accepts the Leased Premises and all tangible Government property contained therein in its present state of repair and condition. The Lessee shall, at its own expense, and to its own standards, maintain the Leased Premises. All repairs, replacements, alterations, and improvements shall thereupon become part of the leased property. During the term of this agreement, Government shall have no responsibility except as otherwise described herein, financial or otherwise, with respect to protection and maintenance of the leased property.

3.4 Lessee shall be responsible for paying the cost of services incurred by Government and provided for the benefit of Lessee and sublessees including any costs incurred which are specifically attributable to an action (or inaction) of Lessee or sublessees.; however, nothing in this Lease commits Government to provide any services to the Leased Premises.

3.5 Consistent with accounting practices used by Lessee under the LPL, Lessee shall keep adequate records and books of account showing the actual cost to it of all items of labor, material, equipment, supplies, services and other items of cost incurred by it directly in the performance of any item of work or service in the nature of marketing and management; the repair, restoration, protection and maintenance of Leased Premises which is required by Paragraph 12; or otherwise approved or directed by Government. Lessee shall provide Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times.

#### **USE OF LEASED PREMISES:**

4.1 Lessee may use the Leased Premises (including the related personal property and fixtures) for the purposes set forth in the Alameda Reuse

and Redevelopment Plan subject to the uses being consistent with the National Environmental Policy Act (NEPA) Record of Decision (ROD) for the disposal and reuse of the former Naval Air Station Alameda. . Lessee and it tenants shall obtain a City of Alameda Use Permit and other applicable City permits and approvals for any intended use of the Leased Premises. The Lease may be terminated by Government as provided by the terms of the Lease pursuant to Paragraph 14, and Lessee agrees to and acknowledges such terms

4.2 Lessee shall not undertake any activity that may affect an identified historic or archeological property, including excavation, construction, alteration maintenance or repairs of Leased Premises, Historic Buildings, or sites in a manner that is inconsistent with the Memorandum of Agreement Among The United States Navy, The Advisory Council on Historic Preservation The California State Historic Preservation Officer, and the City of Alameda regarding historic properties on the former Naval Air Station Alameda, set forth as Exhibit "E" to the EDC MOA. Buried cultural materials may be present on the premises. If such materials are encountered, Lessee shall stop work immediately and notify Government.

5 **SUBLETTING:** .

5.1 Lessee may enter into subleases. Prior Government approval is not required if the terms and conditions of the sublease comply with or are included in the terms and conditions of this Lease. In the event that the terms and conditions of the proposed sublease do not comply with or are not included in this Lease, then prior Government approval is required. Any proposed sublease which involves the use of hazardous or toxic materials, including those of an explosive, flammable or pyrotechnic nature, as provided in 10 U.S.C. § 2692, shall require prior approval. Such consent shall not be unreasonably withheld or delayed. Each sublease shall contain the environmental protection provisions set forth in Paragraph 13 herein. Under no circumstances shall Lessee assign this Lease.

5.2 Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be subject to all terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Government to Lessee or any sublessee. Under any sublease made, with or without consent, the sublessee shall be deemed to have assumed all of the obligations of Lessee under this Lease. No sublease shall relieve Lessee of any of its obligations hereunder.



5.3 Upon its execution, a copy of the sublease shall be furnished to Government within 30 calendar days. Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this Lease.

6. **CONDITION OF PROPERTY:**

6.1 The Joint Inspection Reports executed as part of the LPL are made a part of this Lease by reference, and shall be used to describe the condition of the Leased Premises and inventory of Government real property as of the commencement of this Lease.

6.2 Leased Premises shall be delivered to Lessee "AS IS", "WHERE IS". Government makes no warranty as to Leased Premises' usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified shall be corrected, at Lessee's expense, prior to use and occupancy.

6.3 In the event the Lease is terminated, Lessee shall return the Leased Premises to Government in the same or better condition in which it was received, reasonable wear and tear and acts of God excepted. The Lessee is not obligated to demolish or restore improvements to the Leased Premises once those improvements have been completed.

7. **ENVIRONMENTAL BASELINE SURVEYS AND FINDINGS OF SUITABILITY TO LEASE:**

Environmental Baseline Surveys for Lease (EBSLs) and Findings of Suitability to Lease (FOSLs) are set forth as Exhibit "B" to the LPL and by reference are made part of this Lease. The EBSLs set forth the existing environmental conditions of Leased Premises as represented by the baseline surveys which have been conducted by Government. The FOSLs set forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee is hereby made aware of the notifications contained in the FOSLs and shall comply with lease restrictions set forth therein.

8. **ALTERATIONS:**

8.1 Lessee and sublessee(s) shall not begin excavation, construction, alteration, maintenance or repairs of the Leased Premises without the prior written consent of Government. Government will be deemed to have consented

to such excavation, construction, alteration, maintenance or repairs if a response is not received from the Government within 30 (thirty) days following receipt of the notice described in paragraph 8.2 of this Lease. All work shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes. No work shall commence prior to obtaining a City of Alameda Building Permit and all other applicable City and State permits and approvals authorizing such work. Except as such written approval shall expressly provide otherwise, all work affixed to Lease Premises shall, become Government property if the Leased Premise is not conveyed to Lessee.

8.2 Lessee shall provide Government with prior written notification and a full description of all proposed excavation, construction, alteration, maintenance or repairs of the Leased Premises, including information addressing whether the proposed excavation, construction, alteration, maintenance or repairs fall within the scope of the Alameda Reuse and Redevelopment Plan, the NEPA ROD, or the Memorandum of Agreement Among The United States Navy, The Advisory Council on Historic Preservation, The California State Historic Preservation Officer, and the City of Alameda regarding historic properties on the former Naval Air Station Alameda, set forth as Exhibit "E" to the EDC MOA, or may adversely affect the environmental cleanup of Leased Premises, human health, or the environment. Such written notification shall be delivered by Lessee to Government's representative as designated in Paragraph 19 of this Lease.

8.3 All personal property and trade fixtures of Lessee or any third person may be removed and Lessee shall repair any damages to Leased Premises resulting from such removal.

9. **ACCESS BY GOVERNMENT:**

In addition to access required under Paragraph 13, at all reasonable times throughout the term of this Lease, Government shall be allowed access to Leased Premises for any purposes upon notice to Lessee. Government will give Lessee or any sublessee twenty-four (24) hour prior notice of its intention to enter Leased Premises, unless it determines the entry is required for exigent circumstances related to health, safety or security. Lessee shall have no claim against Government or any officer, agent, employee, contractor or subcontractor of Government by reason of entry by such Government officer, agent, employee, contractor or subcontractor onto the Leased Premises. All keys to the buildings and facilities occupied by Lessee or any sublessee shall be made available to Government upon request.

10. **UTILITIES AND SERVICES:**

10.1 Procurement of utilities, i.e., electricity, water, gas, steam, sewer, telephone and trash removal will be the responsibility of Lessee

10.2 Lessee shall be fully responsible for operation, maintenance, repair, replacement and administration of all elements of Government-owned utility systems within the Premises and serving the Premises. The Government in no way warrants the adequacy of any of the existing utility systems serving the Leased Premises and will not be responsible during the term of this Lease for any maintenance, alteration repair or replacement of any part of said utility systems except as may be required for execution of environmental remediation work undertaken by the Government.

10.3 The Lessee shall provide for uninterrupted continuation of electrical, water and sanitary sewer service on the Leased Premises by establishing necessary contracts with utility providers for commencement of service and billing as of the effective date of this Lease. Lessee shall be fully responsible for installing meters, and the cost and expense thereof, as may be required to monitor utilities use on the Leased Premises as a whole or by any of its sublessees individually.

11. **NON-INTERFERENCE WITH OPERATIONS:**

Lessee shall not conduct operations or make any alterations (as defined in Paragraph 8) on the Leased Premises that would interfere with or otherwise restrict operations, environmental clean up or restoration actions by Government, Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Environmental clean up, restoration or testing activities by these parties shall take priority over Lessee's use of Leased Premises in the event of any conflict. Notwithstanding that priority, the Government shall make every reasonable effort to work with the Lessee and its sublessee's to develop a plan to conduct the remediation of environmental contamination, including investigation, inspections, survey and response or remedial actions, in a manner that minimizes interference with Lessee's and sublessee's use of Leased Premises. The Government shall provide reasonable and timely prior written notice of all intended Navy operations that may or will interfere with Lessee's or sublessee's use, occupancy or access to the Leased Premises. Government and Lessee agree to consult with one another on a regular basis to resolve any conflicts that may arise, between the Government's remedial efforts and Lessee's and sublessee's use of the Leased Premises, in a

mutually agreeable manner. Any work by Lessee or sublessee in the proximity of Operable Units that are part of a National Priorities List (NPL) Site may require written approval by the Government's Remedial Project Manager.

12. **PROTECTION AND MAINTENANCE SERVICES:**

12.1 Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full and sole responsibility for the protection, maintenance (including trash and debris removal), and repair or alteration of Leased Premises, excluding properties and parcels occupied by the Government or an agent of the Government, at no cost or expense to the Government.

12.2 Lessee shall provide or cause to be provided all fire and security services necessary to assure security and safety within the Leased Premises. Any crimes or other offenses, involving damage to or theft of Government property shall be reported to the appropriate authorities for their investigation and disposition and to Government as property owner.

13. **ENVIRONMENTAL PROTECTION PROVISIONS:**

13.1 Lessee, sublessees and contractors shall comply with all applicable Federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on Leased Premises.

13.2 The Lessee or any sublessee shall be solely responsible for obtaining at its cost and sole expense any environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. The Lessee shall not conduct operations or activities under any environmental permit that names the Government as a secondary discharger or co-permittee. Lessee shall provide prior written notice to Government of all environmental permits and permit applications required for any of Lessee's or sublessee's operations or activities. Lessee acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease.

13.3 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement

officials to make such inspections. Government normally will give Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter Leased Premises unless it determines the entry is required for exigent circumstances related to health, safety, or security. Lessee shall have no claim against the Government or any officer, agent, employee, contractor or subcontractor of Government by reason of entrance by such Government officer, agent, employee, contractor or subcontractor onto the Leased Premises,

13.4 Government acknowledges that Installation has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended, Lessee acknowledges that Government has provided it with a copy of the NAS Alameda Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region, the state equivalent, and the Government. Government will provide Lessee with a copy of any amendments thereto. Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Lease, the terms of the FFA or IAG will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees or licensees should implementation of the FFA interfere with Lessee's or any sublessee's and licensee's use of Leased Premises. Lessee shall have no claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.5 Government, EPA (for NPL sites) and the State (for non-NPL sites) and their officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any sublessee, to enter upon Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, IRP, FFA, or IAG):

13.5.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.5.2 to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.5.3 to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the cleanup program;

13.5.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.6 Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable Federal, state and local occupational safety and health regulations

13.7 Lessee further agrees that in the event of any sublease of Leased Premises, Lessee shall provide to EPA and applicable state equivalent by certified mail a copy of the agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.8 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent. Except as specifically authorized by Government in writing, Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Government hazardous waste management facilities will not be available to Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

13.9 DoD component accumulation points for hazardous and other waste will not be used by Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of DoD Component.

13.10 Lessee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on Leased Premises. Such plan shall be independent of Installation plan and, except for initial fire response and/or spill containment, shall not rely on use of Installation personnel or equipment. Should Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not, in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.11 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government.

13.12 To the extent required by law and regulation, Government shall abate, remove or otherwise remedy all friable, accessible and damaged asbestos containing material (ACM), except as provided in paragraph 13.12.2 below, lead based paint (LBP), and any polychlorinated biphenyls (PCBs) from Leased Premises. The presence of known ACM, LBP or PCBs shall be fully identified in an Environmental Baseline Survey (EBS) and/or Supplemental Environmental Baseline Survey (SEBS), as set forth in Exhibit "B" to the LPL.

13.12.1 If Lessee intends to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it.

13.12.2 ACM which, since the commencement of the LPL, became damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. Notwithstanding Paragraph 13.12.1 above, in an emergency, Lessee will notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.12.3 Lessee is hereby advised that the buildings and other painted structures in the Leased Premises are potentially painted with Lead Based Paints (LBP). Such buildings and structures shall not be suitable for

occupancy for residential purposes until any inspections and abatement required by applicable law have been completed. Lessee may, at its sole cost and expense, have a State Certified LBP Inspector complete a LBP inspection and abatement and provide an abated certification to the Government, at which time with written Government approval, the specified premises can be used for residential purposes.

13.12.4 Subject to the provisions of Paragraphs 13.12.2 and 13.12.3, Lessee shall manage at its sole cost and expense any asbestos containing materials (ACM) and LBP property and comply with all applicable Federal, State and local laws.

13.15 Lessee shall indemnify and hold harmless Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or any other action by Lessee or any sublessee giving rise or responsibility under Federal, state or local environmental laws. Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's activities or activities of any sublessee as provided hereunder. This provision shall survive the expiration or termination of this Lease.

13.16 Storage, treatment or disposal of toxic or hazardous materials on the Leased Premises is prohibited excepted as authorized by Government in accordance with 10 U.S.C. § 2692.

13.17 The responsibility of the Government to indemnify and hold harmless the Lessee and any sublessees against toxic torts and other environmental claims shall be in accordance with Public Law 102-484, Section 330, as amended

13.18 Lessee be solely responsible for any dredging and/or dredge disposal requirements associated with the berthing of vessels under this Lease, including any permits required for dredging. The Lessee shall be responsible for verifying the water depth prior to moving vessels to any berthing or pier facilities. The Lessee shall periodically verify the depth of the water and consider the effects of siltation rates to insure that vessels can be safely berthed and removed from berthing space.



13.19 Lessee and its sublessee's are prohibited from interfering with any predator management or animal control activities.

13.20 Lessee or its' sublessee shall maintain copies of any permit applications made to any Federal, State or local regulatory agencies and shall provide copies to Government on reasonable request. Lessee shall promptly notify Government of any notices of violation or noncompliance received by Lessee from any such agency, concerning environmental matters or hazardous substances or hazardous waste on, about, or pertaining to the Leased Premises.

13.21 Lessee shall be responsible for reporting, containment, removal and clean up of any land, air or water pollution that occurs on any Leased Premises as a result of Lessee or sublessee's use of the Leased Premises.

#### 14. TERMINATION:

14.1 Termination by Government. The Government shall have the right to terminate this lease, at any time, (i) upon Lessee's failure to perform or fulfill any obligation, condition, term or agreement contained in this lease required on the part of the Lessee to be performed or fulfilled or, (ii) in the event that the use is incompatible with the ROD or, (iii) in the event of a national emergency as declared by the President or the Congress of the United States in accordance with the National Emergencies Act. The Government's right to terminate this Lease under subdivision (i) and (ii) above, may only be exercised if the Lessee does not cure such failure in a manner acceptable to the Government within thirty (30) days (or more if authorized in writing by the Government) after receipt of the written notice from the Government specifying the failure. Unless special circumstances justify a shorter period, the Lessee will be provided with no less than sixty (60) days notice. Unless special circumstances justify a shorter period, the Lessee will be provided with no less than thirty (30) days' notice that termination is necessary and will be provided a reasonable time to vacate the Leased Premises. In the event of termination for any reason not involving a breach by the Lessee of the terms and conditions of this lease, the Government shall make an equitable adjustment of any advance rentals paid by the Lessee hereunder. In the event that the Government shall elect to terminate this lease on account of the breach by the Lessee of any of the terms and conditions hereof, the Government shall be entitled to recover and the Lessee shall pay to the Government:

14.1.1 The reasonable costs incurred in resuming possession of the Leased Premises.

14.1.2 The costs incurred in performing any obligation on the part of the Lessee to be performed hereunder.

14.1.3 An amount equal to the aggregate of any obligations and charges assumed hereunder and not therefore paid or satisfied, which amounts shall be due and payable at the time when such Rent, obligations, and charges would have accrued or become due and payable under this lease.

15. **ENVIRONMENTAL CONTAMINATION:**

In the event environmental contamination is discovered on Leased Premises which creates, in Government's determination, an imminent and substantial endangerment to human health or the environment which necessitates evacuation of Leased Premises, and notwithstanding any other termination rights and procedures contained in this Lease, Lessee shall vacate or require any sublessee to vacate Leased Premises immediately upon notice from Government of the existence of such a condition. Exercise of this right by Government shall be without liability, except that Lessee shall not be responsible for the payment of consideration, the amount of deduction to be determined on a daily pro-rata basis, during the period Leased Premises is vacated. Government's exercise of this right herein to order the Leased Premises immediately vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

16. **NON-ENVIRONMENTAL INDEMNIFICATION BY LESSEE.**

Lessee shall indemnify, defend, and save Government harmless and shall pay all costs, expenses and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee and the employees, agents, servants, guests, invitees, contractors and sublessees of Lessee. These include, but are not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of Lessee or the employees, agents, servants, guests, invitees and sublessees of Lessee. This indemnification also applies to claims arising out of the furnishing of any utilities or services by

Government or any interruption therein or failure thereof, whether or not the same shall be occasioned by the negligence or lack of diligence of Lessee, its officers, agents, servants, employees or sublessees. However, this indemnity shall not extend to damages due to the sole fault or negligence of Government or its contractors. This covenant shall survive the termination of this Lease.

17. **INSURANCE:**

17.1 At the commencement of this Lease, Lessee shall provide, or cause to be provided,, from a reputable insurance company or companies, comprehensive general liability insurance. The insurance shall provide an amount not less than the minimum combined single limit of \$5,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of Lessee, sublessees, contractors and invitees under the terms of this Lease. Lessee shall require its insurance company to furnish Government a copy of the policy or policies, or if acceptable to Government, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by Government every three years or upon renewal or modification of this Lease.

17.2 As to those structures and improvements on Leased Premises constructed by or owned by Government, Lessee shall procure and maintain at Lessee's cost a standard fire and extended coverage insurance policy or policies on Leased Premises in an amount not less than \$5,000,000.00 to demolish damaged or destroyed structures and improvements, remove debris, and clear the Leased Premises. Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of Government, shall be payable to Lessee to be used solely for the demolition of damaged or destroyed structures and improvements, removal of debris and clearance of the Leased Premises or for repair, restoration, or replacement of the property damaged or destroyed. Any balance of the proceeds not required for such purposes shall be paid to Government. If Government does not elect, by notice in writing to the insurer within thirty (30) calendar days after the damage or destruction occurs, to have the proceeds paid to Lessee for the purposes herein above set forth, then such proceeds shall be paid to Government, provided however that the insurer, after payment of any proceeds to Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by

Lessee. Nothing herein contained shall be construed as an obligation upon Government to repair, restore or replace Leased Premises or any part thereof.

17.3 If and to the extent required by law, Lessee shall provide workmen's compensation or similar insurance in form and amounts required by law.

17.4 During the entire period this Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on Leased Premises to carry and maintain the insurance required below:

17.4.1 Comprehensive general liability insurance, in the amount of \$5,000,000.00 per occurrence with respect to personal injury or death, and \$3,000,000.00 per occurrence with respect to property damage.

17.4.2 Workman's compensation or similar insurance in form and amounts required by law.

17.5 All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance will name Government as an additional insured, provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee or Government or any other person, provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects. In no circumstances will Lessee be entitled to assign to any third party, rights of action which Lessee may have against Government.

17.6 Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall also deliver prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. **LABOR PROVISION:**

During the term of this Lease, Lessee agrees as follows:

18.1 Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Government setting forth the provisions of this nondiscrimination clause.

18.1.1 Lessee shall, in all solicitations or advertisements for employees placed at Leased Premises by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18.1.2 Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of Lessee's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.3 Lessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

18.1.4 Lessee shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

18.1.5 In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of said rules, regulations or orders, this lease may be canceled, terminated or suspended in whole or in part and Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

18.1.6 Lessee will include the above provisions in every sublease unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved, or is threatened with litigation with sublessee as a result of such direction by Government, Lessee may request the United States to enter into such litigation to protect the interest of the United States.

18.2 This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law.

18.2.1 Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provision of Paragraph 18.2.1, Lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph 18.2.1 in the sum of ten \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard work week of 40 hours without payment of the overtime wages required by Paragraph 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

19. **SUBMISSION OF NOTICES:**

19.1 Notices shall be sufficient under this Lease if made in writing and to the following addressees:

If to Authority: James M. Flint, Executive Director  
Alameda Reuse and Redevelopment  
Authority Alameda City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501-4456  
(Facsimile: 510-748-4504)

with a copy to: Carol Korade, General Counsel  
Alameda Reuse and Redevelopment  
Authority Alameda City Hall; Room 280  
2263 Santa Clara Avenue  
Alameda, California 94501-4456  
(Facsimile: 510-748-4691)

and to: George R. Schlossberg, Esq.  
Kutak Rock  
1101 Connecticut Avenue, N.W.  
10<sup>th</sup> Floor  
Washington, D.C. 20036  
(Facsimile: 202-828-2488)

If to Government: Commanding Officer  
Southwest Division  
Engineering Field Division  
Naval Facilities Engineering Command  
1220 Pacific Highway  
San Diego, CA 92132-5189  
(Facsimile: 619-532-3830)

The individuals identified above shall be the representatives of the parties and the points of contact during the period of this Lease.

19.2 From time to time during the lease term, Lessee may designate one or more additional parties (each, an "Additional Notice Party" and collectively the "Additional Notice Parties") to receive a copy of every notice sent to Lessee hereunder. Such designation shall be made in writing in accordance with Section 19.1 above, and shall include the name of the Additional Notice Party, a complete mailing address (including street address), telephone number and contact person. Following Lessor's receipt of such designation, Lessor shall cause a copy of any notice given to Lessee to be given simultaneously to all Additional Notice parties. Lessee may remove an Additional Notice Party or change an address or contact person by giving notice of the same in accordance with Section 19.1 above.

20. **AUDIT:**

This Lease shall be subject to audit by any and all cognizant Government agencies. Lessee shall make available to such agencies for use in connection with such audits all records, which it maintains with respect to this Lease and copies of all reports required to be filed hereunder.

21. **AGREEMENT:**

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, for or on behalf of either party shall be a part of this Lease. Should a conflict arise between the provisions of this Lease and any exhibit hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.



22. **FAILURE TO INSIST ON COMPLIANCE:**

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

23. **DISPUTES:**

23.1 This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

23.2 Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

23.3 "Claim", as used in this clause, means a written demand or written assertion by Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph 23.4 below. A voucher, invoice or other routine request for payment that is not in dispute when submitted, is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time. "Command" used in this clause means the Command described in Addendum (a).

23.4 A claim by Lessee shall be made in writing and submitted within six (6) years after accrual of the claim, to the Command, for a written decision. A claim by the Government against Lessee shall be subject to a written decision by the Command.

23.4.1 Lessee shall provide the certification specified in subparagraph 23.4.3 of this clause when submitting any claim:

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using:

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR)

technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

23.4.2 The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

23.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessee believes Government is liable; and that I am duly authorized to certify the claim on behalf of Lessee."

23.4.4 The certification may be executed by any person duly authorized to bind Lessee with respect to the claim.

23.5 For Lessee claims of \$100,000 or less, the Command, must, if requested in writing by Lessee, render a decision within 60 calendar days of the request. For Lessee-certified claims over \$100,000, the Command, must, within 60 calendar days, decide the claim or notify Lessee of the date by which the decision will be made.

23.6 The Command's, decision shall be final unless Lessee appeals or files a suit as provided in the Act.

23.7 At the time a claim by the Lessee is submitted to Command or a claim by Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Paragraph 23.4.3 of this clause, and executed in accordance with Paragraph 23.4.4 of this clause.

23.8 Government shall pay interest on the amount found due and unpaid by Government from (1) the date the Command receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective

certifications, as defined in FAR 33.201, interest shall be paid from the date that the Command initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Command receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

23.9 Lessee shall proceed diligently with the performance of Lease, pending final resolution of any request for relief, claim, appeal or action arising under Lease, and comply with any decision of the Command.

24. **COVENANT AGAINST CONTINGENT FEES:**

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion, to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. **OFFICIALS NOT TO BENEFIT:**

No member of or delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

26. **LIENS:**

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, or should Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property.

27. **TAXES:**

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this Lease, may be imposed upon Lessee with respect to Leased Premises. Title 10 United States Code, Section 2667(e) contains the consent of Congress to the Taxation of Lessee's interest in Leased Premises, whether or not the Leased Premises are in an area of exclusive federal jurisdiction. Should Congress consent to taxation of Government's interest in the property, this Lease will be renegotiated.

28. **SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY:**

This Lease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in and upon Leased Premises or any portion thereof and to the right of Government to grant such additional easements and rights-of-way over, across, in and upon Leased Premises as it shall determine to be in the public interest; provided that any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any Federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over Leased Premises as shall be necessary for the performance of their duties with regard to such facilities

29. **INGRESS-EGRESS :**

Government will be granted reasonable access to Leased Premises under this Lease. Such access will be coordinated with Lessee.

30. **ADMINISTRATION:**

Except as otherwise provided for under this Lease, Government shall, under the direction of the Command described in addendum (a), have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

31. **SURRENDER:**

If Leased Premises is not conveyed to Lessee at time of termination of Lease, Lessee shall quietly and peacefully remove itself and its property from Leased Premises and surrender the possession thereof to Government. Government may, in its discretion, declare any property which has not been removed from Leased Premises upon expiration or termination provided for above, as abandoned property upon an additional 30 calendar days notice.

32. **INTEREST:**

32.1 Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds rate published by the Secretary of Treasury pursuant to 31 U.S.C. 3717 (Debt Collection Act of 1982).

32.1.1 Amounts shall be due upon the earliest of:

32.1.1(a) the date fixed pursuant to this Lease,

32.1.1(b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination,

32.1.1(c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount,

32.1.1(d) if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

33. **AVAILABILITY OF FUNDS:**

The Government's obligations under this Lease are subject to the availability of funds appropriated for such purposes. Nothing in this Lease shall be interpreted to require obligations or payments by Government which are in violation of the Anti-Deficiency Act (31 USC 1341).

34. **APPLICABLE RULES AND REGULATIONS:**

Lessee and any sublessees shall comply with all Federal, State and local laws, regulations and standards that are applicable or may become applicable to Lessee's or sublessee' activities on the Leased Premises. These include, but are not limited to, laws and regulations on the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business (e.g., wetlands [EO 11990] and floodplains [EO 11988], Section 106 consultation under the National Historic Preservation Act and air quality conformity determinations under the Clean Air Act). Lessee and any sublessee are responsible for obtaining and paying for permits required for its operations under the Lease.

35. **STORAGE:**

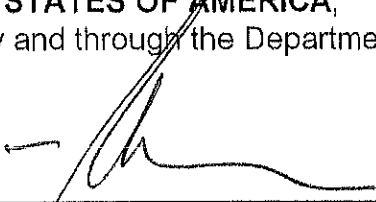
: Any Government property which must be removed to permit exercise of the privilege granted by this Lease shall be stored, relocated or removed from the site and returned to a specified location designated by Government within the confines of the Installation, upon termination of this Lease, at the sole cost and expense of Lessee.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

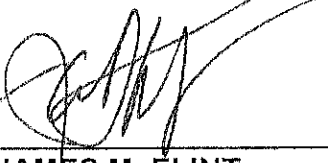
**As Government**

**UNITED STATES OF AMERICA,**  
acting by and through the Department of the Navy,

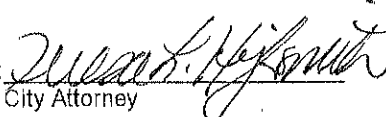
By:   
\_\_\_\_\_  
**WILLIAM R. CARSILLO**  
Real Estate Contracting Officer

**As Lessee**

**ALAMEDA REUSE & REDEVELOPMENT AUTHORITY**

By:   
\_\_\_\_\_  
**JAMES M. FLINT**  
Executive Director

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Asst. City Attorney

(Municipal Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

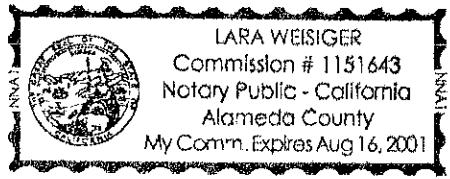
State of California

County of Alameda

On June 6, 2000 before me, Lara Weisiger, Notary Public

personally appeared James M. Flint

personally known to me - OR -  I 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.



WITNESS my hand and official seal.

Lara Weisiger  
Signature of Notary Public

COMMISSION # 1151643  
EXP. 8-16-01

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

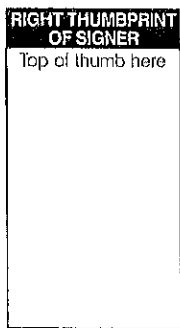
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

On June 6, 2000 before me, Lara Weisiger, Notary Public

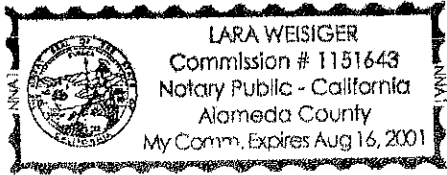
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William R. Carsillo

Name(s) of Signer(s)

personally known to me – **OR** –  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.



WITNESS my hand and official seal.

Lara Weisiger  
Signature of Notary Public

Commission # 1151643  
Expires 8-16-01

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

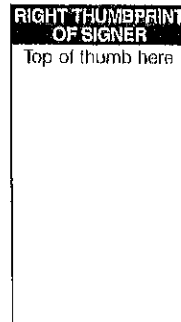


Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_







- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LEGEND

-  REVERTED TO CITY
-  ECONOMIC DEVELOPMENT CONVEYANCE
-  FEDERAL TRANSFER
-  PUBLIC BENEFIT CONVEYANCE
-  SPECIAL LEGISLATION
-  ALREADY TRANSFERRED

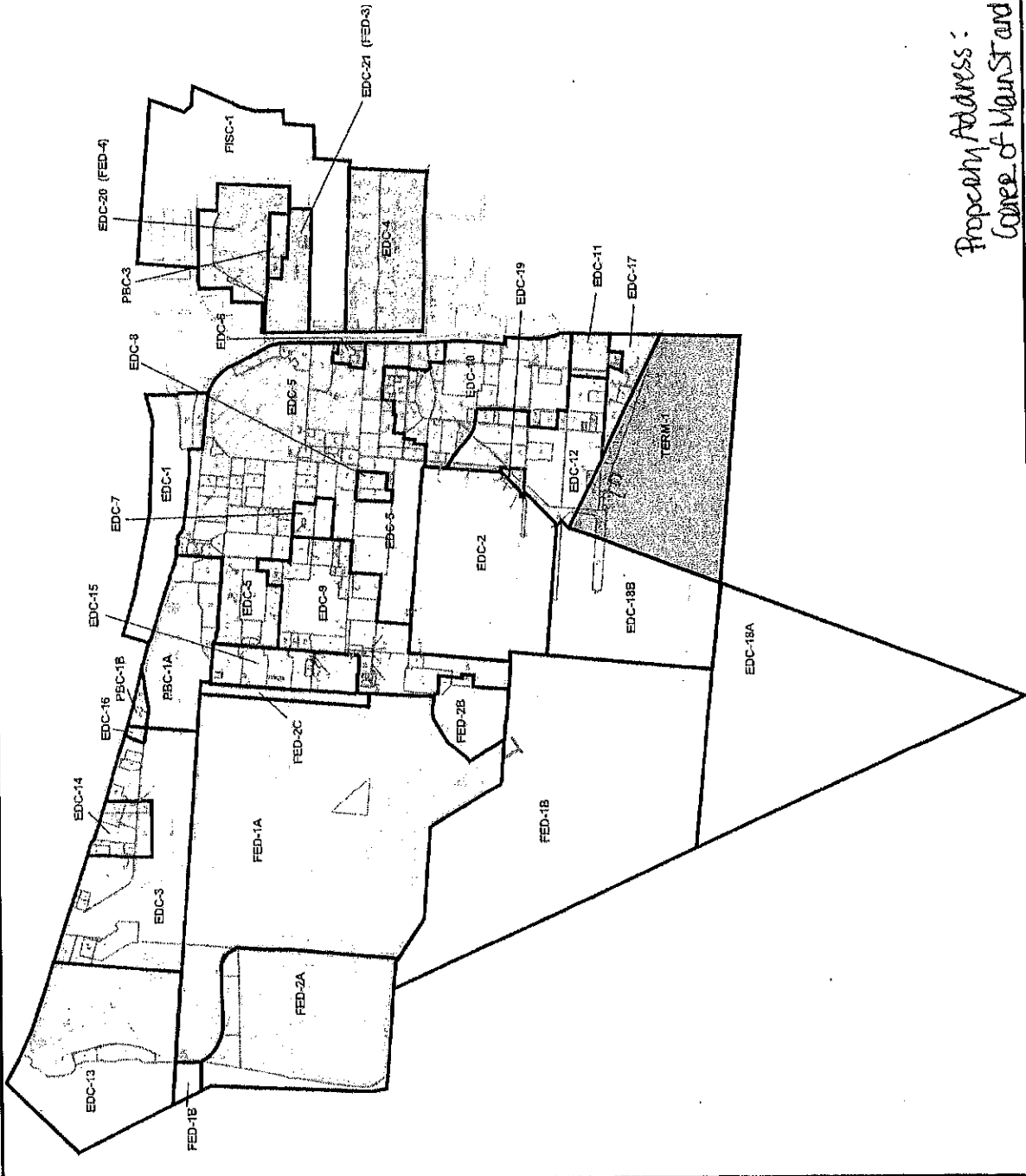


EXHIBIT A  
Transfer and  
Disposal Parcels  
Alameda Point



Trans. Inc. 11/11/11

Property Address:  
Corner of Main St and Atlantic St, Alameda, CA.

TC-0190.11646

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