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4 **AMENDMENT NO. 1**
5 **TO THE**
6 **MEMORANDUM OF AGREEMENT**
7 **BETWEEN**
8 **THE UNITED STATES OF AMERICA**
9 **ACTING BY AND THROUGH**
10 **THE SECRETARY OF THE NAVY**
11 **UNITED STATES DEPARTMENT OF THE NAVY**
12 **AND**
13 **THE ALAMEDA REUSE AND REDEVELOPMENT**
14 **AUTHORITY**
15 **FOR CONVEYANCE OF**
16 **PORTIONS OF THE NAVAL AIR STATION ALAMEDA**
17 **FROM**
18 **THE UNITED STATES OF AMERICA**
19 **TO**
20 **THE ALAMEDA REUSE AND REDEVELOPMENT**
21 **AUTHORITY**
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**AMENDMENT NO. ONE
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
ACTING BY AND THROUGH
THE SECRETARY OF THE NAVY
UNITED STATES DEPARTMENT OF THE NAVY
AND
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY
FOR CONVEYANCE OF
PORTIONS OF THE NAVAL AIR STATION ALAMEDA
FROM
THE UNITED STATES OF AMERICA
TO
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

THIS AMENDMENT NO. ONE (1) to the Memorandum of Agreement between the United States of America acting by and through the Secretary of the Navy, United States Department of the Navy, and the Alameda Reuse and Redevelopment Authority for Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority dated June 6, 2000 ("Agreement") is entered into on this 31st day of July 2001 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the Government), and **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY** (the Authority), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Authority are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Parties did enter into the Agreement for the "No Cost" Economic Development Conveyance ("EDC") to the Authority of a portion of the former Naval Air Station Alameda ("Property") pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175);

WHEREAS, subsequent to the execution and delivery of the Agreement, the Parties determined that in accordance with the Reuse Plan it is desirable and necessary to include within the scope of the Agreement additional items of Personal Property as listed in the Bill of Sale at Exhibit A to this Amendment No. 1.

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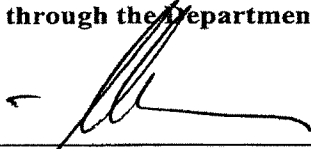
Article 3. Survival and Benefit

a. Unless defined separately, the terms used in this Amendment No. 1 shall be the same as used and defined in the Agreement.

b. Except as set forth herein, and unless modified specifically by this Amendment No. 1, the terms and conditions contained in the Agreement shall remain binding upon the Parties and their respective successors and assigns as set forth in the Agreement.

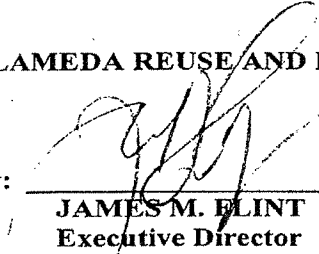
In Witness whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Amendment as of the date first above written.

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

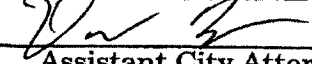
By: 

**WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Office**

ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY

By: 

**JAMES M. FLINT
Executive Director**

**Approved as to Form
CITY ATTORNEY**
By: 

Assistant City Attorney

BILL OF SALE
FOR
ADDITIONAL PERSONAL PROPERTY LOCATED
AT THE FORMER NAVAL AIR STATION ALAMEDA

This Bill of Sale, made this 31st day of July, 2001, by the United States of America, acting by and through Department of the Navy, hereinafter referred to as the "Government," for the benefit of 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 Government Code of the State of California (Government Code Section 6500 *et seq.*), hereinafter referred to as the "ARRA."

RECITALS

A. Government is the owner of that certain real property, together with improvements and associated personal property thereon, located in Alameda, California, and commonly referred to as the Former Naval Air Station, Alameda (NAS), which was closed as a military installation, and is subject to disposal pursuant to the Defense Base Closure and Realignment Act of 1990, as amended (hereinafter referred to as "DBCRA").

B. By application, dated October 1997, ARRA applied for an Economic Development Conveyance (EDC) pursuant to DBCRA § 2905(b)(4), as amended. The application encompasses land and improvements comprising a portion of NAS, and also requests the transfer of all personal property situated thereon. Pursuant to said section the Secretary of the Navy has the authority to dispose of real and personal property without consideration for purposes of job creation and economic redevelopment related to a closed military installation.

C. The Government has approved said EDC application and agreed to convey certain portions of NAS to the ARRA under the Memorandum of Agreement between the United States of America acting by and through the Secretary of the Navy, United States Department of the Navy, and the Alameda Reuse and Redevelopment Authority for Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority dated June 6, 2000 ("Agreement")

D. The Government transferred certain portions of NAS to ARRA including the personal property listed in the Bill of Sale at Exhibit "F" to the Agreement.

E. Subsequent to the transfer of the personal property listed in the Bill of Sale at Exhibit "F" to the Agreement, the Government and ARRA determined that in accordance with the Reuse Plan it is desirable and necessary to transfer additional personal property not previously listed in the Bill of Sale at Exhibit "F" to the Agreement.

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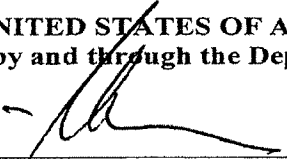
AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and other considerations set forth herein, it is mutually agreed as follows:

1. Government hereby grants, transfers, releases, and quitclaims title and ownership of personal property located on the real property at NAS that Government is conveying to ARRA under said Agreement, as said personal property is described in Exhibit "1" hereof, which is attached hereto and made a part hereof.
2. The proceeds of the sale of any of the personal property included in this Bill of Sale shall be subject to the same restrictions and provisions for recoupment as are set forth in Article 6 of the above-said Agreement, as amended.
3. All personal property described in this Bill of Sale is transferred without warranty of any kind. The property is delivered to the ARRA "as is" and "where is," and Government makes no warranty as to its usability generally or as to its fitness for any particular purpose.
4. This Bill of Sale shall be effective on the date first above written.

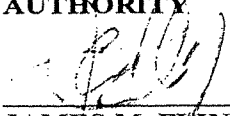
IN WITNESS WHEREOF, the Government and ARRA have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

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



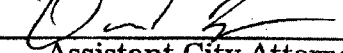
WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment and Closure Office

**ALAMEDA REUSE AND REDEVELOPMENT
AUTHORITY**



JAMES M. FEINT
Executive Director

**Approved as to Form
CITY ATTORNEY**

By: 

Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ALAMEDA } ss.

On JULY 31, 2001, before me, GRACE I. SAGUN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared WILLIAM R. CARSILO
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Grace I. Sagun
Signature of Notary Public

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: AMENDMENT # 1 - EDC MOA & BILL of SALE: add'l personal property

Document Date: JULY 31, 2001 Number of Pages: 9

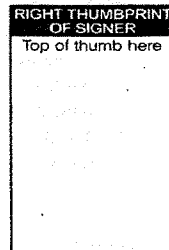
Signer(s) Other Than Named Above: JIM FLINT

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



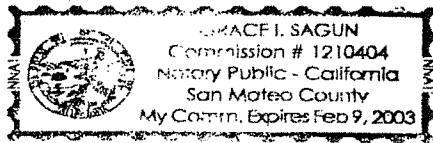
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of ALAMEDA } ss.

On JULY 31, 2001, before me, GRACE I. SAGUN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared JAMES M. FLINT
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public

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.

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Title or Type of Document: AMENDMENT #1 EDC MOA and BILL of SALE - add'l personal property
 Document Date: JULY 31, 2001 Number of Pages: 9

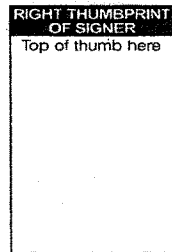
Signer(s) Other Than Named Above: WILLIAM R. CARILLO

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



ALAMEDA

ALAMEDA.XLS
7/20/00

USN	EC	ODOMETER RDG	MFG YR	MAKE	MODEL	SERIAL	REMARKS
9326484	021001	43581	90	CHEV	CELEBRITY	2G1AW84T6L2114585	
9441142	031301	037895	90	CHRYSLER	D-150	1B7GE16X4LS684182	
9441148	031301	47801	90	CHRYSLER	D-150	1B7GE16X5LS685051	MSC-87
9427217	031900	49404	87	CHRYSLER	D50	JB7FL29E3HP039485	AP-94-27217
9441796	031901	25612	90	FORD	RANGER	1FTCR10A7LUA81495	
9441800	031901	60979	90	FORD	RANGER	1FTCR10A4LUA81499	AP-94-41800
9441802	031901	11835	90	FORD	RANGER	1FTCR10A9LUA81501	PO-104
9441808	031901	14851	90	FORD	RANGER	1FTCR10AXLUA81507	MSC-118
9441815	031901	22770	90	FORD	RANGER	1FTCR10A2LUA81514	AP-94-41815
9441827	031901	20407	90	FORD	RANGER	1FTCR10A3LUA81526	AP-94-41827
9441856	031901	29176	90	FORD	RANGER	1FTCR10AXLUA81555	AP-94-41856
9441870	031901	17093	90	FORD	RANGER	1FTCR10AXLUA81569	AP-94-41870
9441875	031901	25563	90	FORD	RANGER	1FTCR10A3LUA81574	AP-94-41875
9441878	031901	34615	90	FORD	RANGER	1FTCF10A9LUA81577	F-57
9441898	031901	29745	90	FORD	RANGER	1FTCR10A4LUA81597	MSC-21
9437403	032701	34234	88	CHEV	CR20943	1GCGR23J5JJ135913	F-68
9441591	032701	25316	90	FORD	CREW CAB	2FTJW35H0LCA41616	
9441593	032701	23326	90	FORD	CREW CAB	2FTJW35H4LCA41618	F-71
9441597	032701	74544	90	FORD	CREW CAB	2FTJW35H6LCA41622	AP-94-41597
9441459	032901	28953	90	FORD	AEROSTAR	1FTCA14U6LZA50155	AP-94-41459
9324533	033001	36891	89	CHRYSLER	RAM250	2B4HB25Y0KK312423	PO 93-24533
9324534	033001	46483	89	CHRYSLER	RAM250	2B4HB25Y2KK312424	PO-131
9325113	033007	31537	90	FORD	AEROSTAR	1FMCA11U6LZA49975	AP-93-25113
9325126	033007	55371	90	FORD	AEROSTAR	1FMCA11U4LZA49983	F-77
9325811	033007	44448	90	FORD	AEROSTAR	1FMCA11U7LZA50097	F-58
9325837	033007	34926	90	FORD	AEROSTAR	1FMCA11U4LZA50123	
9326772	033000	42473	90	FORD	AEROSTAR	1FMCA11U2LZB55680	F-59
9326962	033001	104398	90	CHRYSLER	D350	2B4HB25Y6LK761915	
9442349	033401	42691	91	WHEEL COACH	AMBULANCE	1FDKE30M2HA23815	F-61
9445178	033404	20294	91	WHEEL COACH	F350	1FDKF30MXMNA48710	PO-119
9447839	033401	12720	91	WHEEL COACH	AMBULANCE	1FDKE30M8MH06214	F-60
9445401	034301	18948	87	GMC	SIERRA 3500	1GDGR34KXHJ515834	
9442248	034501	25862	90	GMC	CP30842	1GCGP32KIL3307545	PO-132
9444376	036201	41756	90	GMC	CG31603	1GBGG31K4L4137045	PO-118
9525766	052501	49046	85	GMC	C5042	1GTE5D1A9FV51089	
9526004	052501	14221	86	NAVSTR	1654	1HTLAHEK6GHA18216	AP 95-26004
9527551	052500	20713	88	GMC	C6D042	1GTG6D1F1JV508425	
9641097	070401	21946	87	NAVISTAR	1754	1HTLCHWL8HH470412	AP-96-41097

USN	EC	ODOMETER RDG	MFG YR	MAKE	MODEL	SERIAL	REMARKS
9424049	072202	41043	86	GMC	CC20903	1GCFC24L4GJ113570	AP-94-24049 MSC
9438645	072201	51435	88	GMC	23862	1GBGC34J7JE202661	AP-94-38645
9439766	072202	42718	90	GMC	CC20903	1GCFC24H8LZ210391	AP-94-39766
9641849	075101	20328	89	GMC	767	1GBM7D1F1KV104840	
9641850	075101	30021	89	GMC	T767	1GBM7D1F4KV104850	
4503044	453100	N/A	81	DEERE	444C	40404044	
4816215	487500	N/A	77	DEERE	JD401-C	284-202	
5177356	517001	N/A	88	MILL ELEC	250D	JJ355859	
5407038	541400	004521	84	NAVSTR	1754	1HTLCHWLXEHA35938	
7102759	710200	N/A	87	KOVATCH	KFT06	KFT104	
7302944	732101	N/A	88	PIERCE	FIRE MARSH	1P9CA01G3JA040564	
7302945	732101	N/A	88	PIERCE	FIRE MARSH	1P9CA01G5JA040565	
8204929	824600	N/A	87	GROVE	TMS 300B	69938	
7600026	760100	N/A	81	CHEV	P31042	CJP32M7B3302887	

SMALL BOAT INVENTORY

DESCRIPTION	LENGTH	ID NUMBER	SERIAL NUMBER	LOCATION
Skiff, pontoon punt	6ft	none	M0570594A-494	Alameda Point
Skiff, pontoon punt	14ft.	none	2222J783	Alameda Point
Utility Boat	1 1/2 19ft	19UB9301	BWC8222EH394	Alameda Point
Impact Boat	2 21ft	none	BWCPAO33L596	Alameda Point
Impact Boat	2 21ft	none	BWCPAO35L596	Alameda Point
Flat Top Boom Barge	23ft	none	89-6023	Alameda Point
Harbor Security	24ft	24HS8706	none	Alameda Point
Utility Boat	25ft	25UB9211	92113031293	Alameda Point
Oil Skimmer, Dip 3001	26ft	none	89-0106	Alameda Point
Tug Boat	45ft	none	YWB4553256	Alameda Point
Work Boat	50ft	50WB814	none	Alameda Point
Work Boat	50ft	50WB817	none	Alameda Point