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10 **AMENDMENT NO. 1**
11 **TO THE**
12 **LEASE**
13 **IN FURTHERANCE OF CONVEYANCE**
14 **BETWEEN**
15 **THE UNITED STATES OF AMERICA**
16 **AND**
17 **THE ALAMEDA REUSE AND REDEVELOPMENT**
18 **AUTHORITY**
19 **FOR**
20 **THE FORMER NAVAL AIR STATION ALAMEDA**
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29 **USE AND DISCLOSURE OF DATA**

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32 The data in this proposal shall not be disclosed outside the Government and shall not be
33 duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the
34 proposal; provided, that if a contract is awarded to this offeror as a result of or in connection with
35 the submission of these data, the Government shall have the right to duplicate, use, or disclose
36 the data to the extent provided in the contract. This restriction does not limit the Government's
37 right to use information contained in the data if it is obtainable from another source without
38 restriction. The data subject to this restriction are contained in Pages 1-4.
39

AMENDMENT NUMBER 1

AMENDMENT NO. 1
TO THE
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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THIS AMENDMENT NO. 1 to the *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* ("Lease") is entered into on this 28th day of November 2000 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Navy ("Government"), and **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY** ("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 Government is the owner of certain real and personal property 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);

WHEREAS, the Authority 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;

WHEREAS, prior to the conditions for a deed transfer being met, the Parties entered into the Lease granting the Authority immediate possession of all or portions of the NAS Alameda;

WHEREAS, the Authority desires to amend the lease to change certain insurance requirements of its contractors or sublessees.

NOW THEREFORE, in consideration of the foregoing premises and the respective representations, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT NUMBER 1

AGREEMENTS

Article 1. Insurance

Paragraph 17.4.1 of the Lease is hereby amended to change the amount of comprehensive general liability insurance, which the Authority is obligated to require its contractors or sublessees to carry, with respect to personal injury or death, from \$5,000,000.00 per occurrence to \$3,000,000.00 per occurrence and with respect to property damage from \$3,000,000 per occurrence to \$1,000,000 per occurrence.

Article 2. 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 Lease.

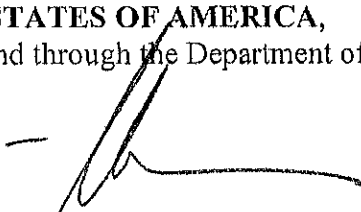
b. Except as set forth herein, and unless modified specifically by this Amendment No. 1, all terms and conditions contained in the Lease shall remain binding upon the Parties and their respective successors and assigns as set forth in the Lease.

[SIGNATURE PAGES FOLLOW]

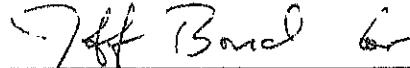
AMENDMENT NUMBER 1

1 **IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment No.
2 1 to the Lease as of the day and year first above written.

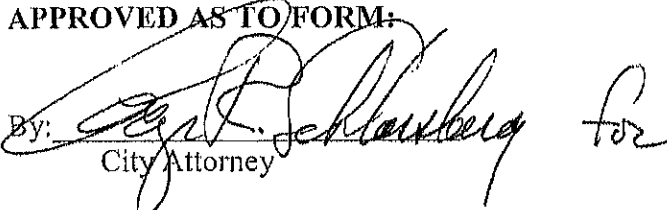
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5 **UNITED STATES OF AMERICA,**
6 acting by and through the Department of the Navy,

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10 By: 
11 **WILLIAM R. CARSILLO**
12 **Real Estate Contracting Officer**

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17 **ALAMEDA REUSE & REDEVELOPMENT AUTHORITY**

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20 By: 
21 **JAMES M. FLINT**
22 **Executive Director**

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26 **APPROVED AS TO FORM:**

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29 By:  for (Municipal Seal)
30 City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

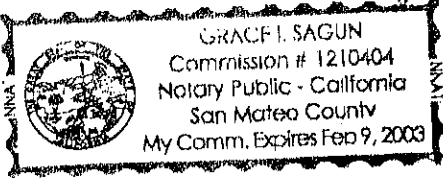
County of ALAMEDA } ss.

On NOV. 28, 2000, before me, GRACE I. SAGUN, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WILLIAM R. CARILLO
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.

Description of Attached Document

Title or Type of Document: AMENDMENT to DEED.

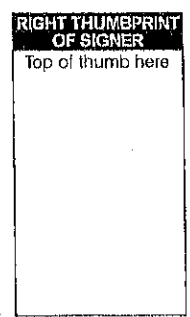
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: JEFF BOND, CITY ATTY

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

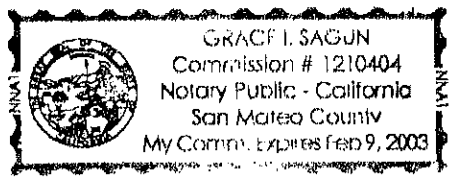
County of ALAMEDA } ss.

On NOV 28, 2000, before me, GRACE I SAGUN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JEFF BOND
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.

Description of Attached Document

Title or Type of Document: AMENDMENT #1 to LIFE

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: WILLIAM R. CARSILO, CITY ATTY

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: _____

