

Amendment No. 3 to U.S. Government Lease for Real Property No. N4769214RP14A01

AMENDMENT NO. 3  
TO  
U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
NO. N4769214RP14A01  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND THE  
CITY OF ALAMEDA

**THIS AMENDMENT NO. 3** to U.S. Government Lease for Real Property No. N4769214RP14A01 ("**Amendment No. 3**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **THE UNITED STATES OF AMERICA** (the "**Government**" or "**Lessee**") and **THE CITY OF ALAMEDA** (the "**City**" or "**Lessor**"). Lessor and Lessee may also be referred to collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Government and the City entered into U.S. Government Lease for Real Property No. N4769214RP4A01 (the "**Lease**") on February 27, 2014 in order to set forth the terms and conditions for the City's lease of the premises known as Building 1 to the Government; and

**WHEREAS**, the Parties amended the Lease on April 13<sup>th</sup>, 2016 in order to add certain structures to the Lease for benefit of the Government ("Amendment No. 1"); and

**WHEREAS**, the Parties amended the Lease on November 4<sup>th</sup>, 2022 in order to remove specific buildings no longer occupied by the Government ("Amendment No. 2"); and

**WHEREAS**, the Parties wish to modify the revised square footage of the City's current and future planned occupation of Room 163 within Building 1; and

**WHEREAS**, the Parties wish to modify terms concerning the Government's rental payment for leased space.

**NOW THEREFORE**, in consideration of the forgoing premises and the respective representations, agreements, covenants and conditions herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENTS**

**1. Paragraph 1.** Paragraph 1 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"The Lessor hereby leases to the Government the following described premises:

A portion of the first floor, west wing of those certain premises known as Building 1. Located at 950 W. Mall Square, Alameda, California, containing approximately three thousand, eight hundred and ninety five (3,895) rentable square feet (which measurement is binding and conclusive on the Parties) as depicted on Exhibit "A" attached hereto (the "Building 1 Premises Figure") to be used for general office purposes.

Amendment No. 3 to U.S. Government Lease for Real Property No. N4769214RP14A01

Additionally, the Government and the Government's employees, agents and contractors, in common with Lessor and all other tenants of Building 1, shall have the non-exclusive right to use up to 9 spaces at no cost, for parking purposes, the parking area ("Building 1 Parking Area") and those certain common areas of Building 1, including restrooms adjacent to Building 1 (collectively, the "Building 1 Common Areas"). Use of the Building 1 Common Areas shall be for the non-exclusive use of Government and its employees, agents and contractors, in common with Lessor and all other tenants of the building. Collectively, Building 1, the Building 1 Parking Area, and the Building 1 Common Areas are referred to herein as the "Premises", identified in Exhibit "A", attached hereto."

**2. Paragraph 9.** Paragraph 9 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"With respect to Building 1, this Lease is entered into in accordance with the terms and conditions of that certain Quitclaim Deed dated June 4, 2013, and recorded in the Official Records, County of Alameda, State of California (the "Building 1 Quitclaim Deed"), pursuant to which the Government, as Grantor, conveyed to the Lessor, as Grantee, a certain parcel known as ALA-37-EDC, which conveyance is partial consideration for this Lease.

The foregoing notwithstanding, as further consideration for this Lease, the Government shall pay its pro-rata share for the gas, water and electricity supplied to the Premises together with utilities and janitorial services performed in the Building 1 Common Areas at a monthly cost of \$395.99 for its pro rata share as originally negotiated in the initial lease term. In lieu of monthly payments, the Government will rather remit an annual common area payment in the amount of \$4,751.90. The annual common area payment shall be due to the Lessor in June (signifying the initial term month) of each year that the lease is in effect, subject to availability of funds.

As the Government is only authorized to pay for services when services have been rendered, common area payments will be submitted as prescribed above in June and reflect the prior year's occupation of the Premises."

**2. Ratification.** Except as set forth herein, and unless specifically modified by this Amendment No. 3, 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.

**3. Counterparts.** This Amendment No. 3 may be executed in counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same Amendment No. 3.

**4. Exhibits.** The following exhibits are attached hereto and incorporated into the Lease:

Exhibit "A" Updated Building 1 Floor Plan

**[The remainder of this page is intentionally left blank.]**

Amendment No. 3 to U.S. Government Lease for Real Property No. N4769214RP14A01

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Amendment No. 3 to U.S. Government Lease for Real Property No. N4769214RP4A01 as of the day and year written above.

**UNITED STATES OF AMERICA,**

Acting by and through the Department of Navy

Signed by:

By: Elizabeth Larson

ELIZABETH LARSON

Real Estate Contracting Officer

**CITY OF ALAMEDA**

By: \_\_\_\_\_

JENNFIER OTT

City Manager

**APPROVED AS TO FORM**

DocuSigned by:

By: Len Aslanian

LEN ASLANIAN

Assistant City Attorney

**RECOMMENDED FOR APPROVAL**

Signed by:

By: Abigail Thorne-Lyman

ABIGAIL THORNE-LYMAN

Base Reuse and Economic Development Director

Amendment No. 3 to U.S. Government Lease for Real Property No. N4769214RP14A01

## EXHIBIT A

