

**AMENDMENT NO. 4
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**

THIS AMENDMENT NO. 4 to the *Lease in Furtherance of Conveyance* is entered into this ____day of _____, 2016 by and between **THE UNITED STATES OF AMERICA** acting by and through the Secretary of Navy (Government) and **THE CITY OF ALAMEDA** (Lessee or City) recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Lessee may also be referred to 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 (Public Law No. 101-510); and

WHEREAS, prior to the conditions for a deed transfer being met, the Government and the Alameda Reuse and Redevelopment Authority (ARRA), the Lessee's predecessor in interest, entered into 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*, dated June 6, 2000, as amended (the "Lease"), granting the Lessee immediate possession of portions of the NAS Alameda; and

WHEREAS, the Community Improvement Commission of the City of Alameda, one of the two members of the ARRA joint powers authority, ceased to exist by operation of California State law on February 1, 2012, and the City became the sole member of the ARRA joint powers authority; and

WHEREAS, by resolutions adopted on February 1, 2012 and February 8, 2012, the ARRA and the City, respectively, determined that the ARRA should assign and the City should accept the rights, assets, obligations, responsibilities, duties and contracts of the ARRA, including the Lease, subject to, among other things, Office of Economic Adjustment (OEA) approval of the City as the local redevelopment authority for NAS Alameda; and

WHEREAS, on March 9, 2012, OEA approved the City as the local redevelopment authority for NAS Alameda; and

WHEREAS, the Parties desire to further amend Paragraph 1.3 of the Lease, as previously amended by Amendment No. 3 to the Lease, as set forth below.

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

Section 1. Article 1, Leased Premises, Paragraph 1.3 of the Lease is hereby further amended by deleting it in its entirety and replacing it with the following:

The Government reserves the right to continued use of those portions of the Leased Premises identified as follows: Building 400 the second and third floors; Building 400a; and Buildings 5 and 5a.

Section 2. Except as set forth herein, and unless specifically modified by this Amendment No.4, 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No.4 to the Lease in Furtherance of Conveyance as of the day and year first above written.

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

By: _____
AMY JO HILL
Real Estate Contracting Officer

CITY OF ALAMEDA

By: _____
[]
City Manager

APPROVED AS TO FORM:

By: _____
JANET KERN
City Attorney