

24 September 2025

**AMENDMENT NO. 3
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**

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17

18 THIS AMENDMENT NO. THREE (3) to the Memorandum of Agreement between the
19 United States of America acting by and through the Secretary of the Navy, United States
20 Department of the Navy, and the Alameda Reuse and Redevelopment Authority for Conveyance
21 of Portions of the Naval Air Station Alameda from the United States of America to the Alameda
22 Reuse and Redevelopment Authority dated June 6, 2000 (“EDC Agreement”) is entered into on
23 this _____ day of _____, 2025 by and between THE UNITED STATES OF
24 AMERICA, acting by and through the Department of the Navy (“Government”), and THE
25 CITY OF ALAMEDA, as the successor to the ALAMEDA REUSE AND
26 REDEVELOPMENT AUTHORITY (“Authority”), recognized as the local redevelopment
27 authority for the former Naval Station Alameda. Government and Authority are sometimes
28 referred to herein collectively as the “Parties.”
29

30 RECITALS
31

32 WHEREAS, the Parties entered into the EDC Agreement for the Economic Development
33 Conveyance (“EDC”) to the Authority of a portion of the former Naval Air Station Alameda
34 (“Property”), as amended, pursuant to Section 2905(b)(4) of the Defense Base Closure and
35 Realignment Act of 1990, as amended, and the implementing regulations of the Department of
36 Defense (32 CFR Part 174);
37

38 WHEREAS, the Parties entered into Amendment No. 1 to the EDC Agreement on July
39 31, 2001;
40

41 WHEREAS, the Parties entered into Amendment No. 2 to the EDC Agreement on January
42 13, 2012;
43

44 WHEREAS, the Authority sought confirmation on the interpretations of Amendment No.
45 2 and the Government agreed by correspondence dated August 12, 2020 that in accordance with
46 Article 2 Section 3 of the EDC Agreement Amendment No. 2, no payment is due to the

1 Government for construction of affordable housing units;

2
3 **WHEREAS**, since the Parties desire to further amend the EDC Agreement to revise the
4 inflation index to support the Authority's effort to procure for additional housing development on
5 the Property; and
6

7 **NOW, THEREFORE**, in consideration of the foregoing premises and the respective
8 representations, agreements, covenants and conditions herein contained, and other good and
9 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties
10 agree the following terms of the EDC Agreement and Amendments are revised as follows:
11

12 **AGREEMENTS**

13
14 For simplicity, article numbers and headings in this Amendment No. 3 correspond to the
15 article numbers and headings in the EDC Agreement.
16

17 **Article 3. Transfer and Conveyance**

18
19 Article 3(g), added by Amendment No. 2 to the EDC Agreement, is hereby deleted in its
20 entirety and replaced with the following:
21

22 **3(g) Enforcement Mechanism to Ensure Compliance with the Reuse Plan**

23
24 1. The Parties recognize that the Reuse Plan contemplated a total
25 of two thousand seven hundred and thirty seven (2,737) residential units, with two
26 thousand and eleven (2,011) residential units being constructed on the Property
27 subject to the Agreement. The 2,011 units (the "**Residential Base-Line**
28 **Amount**") are agreed to be any units leased or sold on the open market (the
29 "**Market Rate Units**"). Market-Rate Unit shall mean any residential unit that is not
30 specifically reserved for those of very low, low, or moderate incomes, consistent
31 with definitions in the Reuse Plan and City of Alameda policies.
32

33 2. The Authority shall prepare and submit to the Government an
34 annual comprehensive and cumulative report that identifies, (i) the total number
35 of residential units for which a certificate of occupancy has been issued on the
36 Property during the reporting period, (ii) the number of Market-Rate Units for
37 which a certificate of occupancy has been issued on the Property during the
38 reporting period, and (iii) a cumulative count of residential units for which a
39 certificate of occupancy has been issued on the Property ("**Unit Report**"). The
40 Unit Report shall identify the cumulative number of Market-Rate Units for which
41 an Excess Market Unit Fee or Pre-Paid Excess Market Unit Fee (each as defined
42 below) has previously been paid, and the number of Market-Rate Units for which
43 payment is then due. If applicable to the reporting period, the Unit Report shall
44 include a calculation of the amount of any Excess Market Unit Fees or Pre-Paid
45 Excess Market Unit Fees due to the Government.
46

1 3. The first Unit Report shall contain a cumulative count of the
2 existing residential units constructed on the Property and shall be provided to the
3 Government on September 30, 2012. Subsequent Unit Reports shall be provided
4 to the Government annually within ninety (90) days following the completion of
5 the Authority's fiscal year and shall continue until such time as the Property is fully
6 developed, or thirty (30) years following the execution of this Amendment No. 3,
7 whichever occurs first.

8
9 4. In the event that a Unit Report identifies that the Residential Base-
10 Line Amount is exceeded on the Property, for every Market-Rate Unit granted a
11 certificate of occupancy ("**Excess Market Unit**"), the Authority shall pay the
12 Government the sum of Fifty Thousand Dollars (\$50,000.00), which sum shall be
13 adjusted for inflation from June 2013 based on the difference between the United
14 States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers
15 for the San Francisco-Oakland-Hayward, CA area ("**CPI**") (i) as of the date of the
16 first conveyance of a portion of the Property in fee subsequent to the execution of
17 Amendment No. 2 to the Agreement, which occurred on June 4, 2013, and (ii) as
18 of the date that land for such Excess Market Unit is conveyed to a third party by
19 the Authority, as an "**Excess Market Unit Fee**". Should the CPI cease to be
20 published, any other measure thereafter employed by the United States Bureau of
21 Labor Statistics or successor agency in lieu of CPI that most closely matches CPI
22 may be used. Any such payments due to the Government shall be paid by the
23 Authority within ninety (90) days following the submission of such Unit Report,
24 unless pre-paid as provided below.

25
26 5. The Authority may pre-pay, or cause to be pre-paid, the Excess
27 Market Unit Fee for any portion of the Property subject to the EDC Agreement on
28 which Excess Market Units are approved. Where the Excess Market Unit Fee is
29 pre-paid, the amount due to the Government shall be adjusted in consideration of
30 the pre-payment ("**Pre-Paid Excess Market Unit Fee**"). The Pre-Paid Excess
31 Market Unit Fee shall equal the Excess Market Unit Fee multiplied by the
32 applicable Prepayment Factor identified below. Pre-Paid Excess Market Unit Fees
33 shall be remitted to the Government within ninety (90) days following the due date
34 of the Unit Report for the fiscal year in which the applicable pre-payment milestone
35 occurs (conveyance or building permit). The Authority recognizes that any and all
36 Pre-Paid Excess Market Unit Fees are non-refundable.

<u>Time of Prepayment</u>	<u>Prepayment Factor</u>
a. Conveyance – payment upon the earlier of land conveyance or granting of a right of entry for infrastructure construction ⁽¹⁾ for the Excess Market Unit	45%
b. Building Permit – payment upon issuance of building permit for vertical construction of the Excess Market Unit	75%

38 ⁽¹⁾ Infrastructure construction shall be inclusive of any of the following activities related to the

1 applicable Excess Market Units: site preparation, placement of fill or surcharge, construction of
2 backbone infrastructure, or construction of in-tract streets. For developments with multiple land
3 conveyance phases, pre-payment may occur by individual land conveyance phase.
4

5 **Article 6. Use of Proceeds from Sale or Lease**

6

7 Article 6(c), as amended by Amendment No. 1 to the EDC Agreement and 6(d), as amended
8 by Amendments Nos. 1 and 2 to the EDC Agreement, are hereby deleted in their entirety
9 and replaced with the following:
10

11 6(c) "Consistent with standard accounting practices for tax purposes, the Authority shall
12 maintain adequate records and books of account for income and expenses related to the
13 redevelopment of the Property detailing transactions described in subparagraphs 6(a) and
14 (b). In connection with the payment and pre-payment of the Excess Market Unit Fee
15 (regardless of whether pre-payment is made by Authority or by another on behalf of
16 Authority), Authority shall maintain records that document the timing of payments and
17 pre-payments, and the occurrence of milestones described in Article 3(g)5, adequate to
18 demonstrate entitlement to the pay the Pre-Paid Excess Market Unit Fee in lieu of the
19 Excess Market Unit Fee. Authority shall provide Government with access to such records
20 and books of account and proper facilities for inspection thereof at all reasonable times."
21

22 6(d) Authority shall submit to the Government an annual financial statement certified by
23 an independent certified public accountant. The first statement shall cover the period
24 beginning July 1, 2012, the first day of the Authority's fiscal year, and ending on June 30,
25 2013, the last day of the Authority's fiscal year, and each subsequent statement shall cover
26 the Authority's previous fiscal year. Statements shall be delivered to the Government
27 annually during the twenty-five (25) year period following execution of Amendment No.
28 2 to the EDC Agreement. Commencing with the first fiscal year following execution of
29 Amendment No 3, the statement shall cover the Authority's use of proceeds it receives from
30 the sale, lease, or equivalent use of the Property during the Authority's fiscal year; and
31 shall be delivered to the Government by February 28th following the close of each fiscal
32 year. In the event Congress enacts legislation regarding the reporting period after the date
33 of this EDC Agreement, the Government will in good faith exercise the authority granted
34 to modify the terms of this Agreement consistent with the legislation.
35

36 **Article 15. Notices**

37

38 The Parties listed in Article 15, as amended by Amendment No. 2 to the EDC Agreement,
39 are hereby deleted and replaced with the following:
40

41 If to Government: Director, BRAC Program Management Office West
42 33000 Nixie Way, Bldg. 50, Suite 207
43 San Diego, CA 92147
44

45 If to Authority: City Manager, City of Alameda
46

1 Alameda City Hall
2 2263 Santa Clara Avenue Room 320
3 Alameda, CA 94501
4

5
6 With a copy to: City Attorney, City of Alameda
7 Alameda City Hall
8 2263 Santa Clara Avenue Room 280
9 Alameda, CA 94501
10

11
12 and to:
13 George Schlossberg, Esq. Kutak Rock LLP
14 1133 Connecticut Ave NW Suite 1200
15 Washington, DC 20036
16
17
18
19
20

21 **Survival and Benefit**

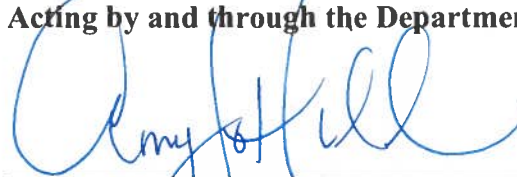
22
23 Unless defined separately, the terms used in this Amendment No. 3 shall be the same as used and
24 defined in the EDC Agreement, as amended.
25

26 Except as set forth herein, and unless modified specifically by this Amendment No. 3, the terms
27 and conditions contained in the EDC Agreement, as amended, shall remain binding upon the
28 Parties and their respective successors and assigns as set forth in the EDC Agreement.
29

30 **[Signatures on the Following Page]**
31

1
2
3 **In Witness Whereof**, the Parties, intending to be legally bound, have caused their duly authorized
4 representatives to execute and deliver this Amendment No. 3 as of the date first above written.
5

6 **UNITED STATES OF AMERICA,**
7 **Acting by and through the Department of the Navy**
8
9

10 
11

12 Name: AMY JO HILL
13 Real Estate Contracting Officer
14
15
16
17

18 **THE CITY OF ALAMEDA AS SUCCESSOR TO THE**
19 **ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**
20
21
22

23 _____
24 Name: Jennifer Ott
25 City Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego)


On September 25, 2025 before me, Krista S. Harmon, Notary Public
(insert name and title of the officer)

personally appeared Amy Jo Hill
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

