

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Buildings 92 and 101)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated December 3, 2010, and recorded on March 14, 2011 as Instrument No. 2011080817 in the Official Records of Alameda County ("**92 Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Building 92**").
- b. ARRA, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated December 3, 2010 and recorded on March 14, 2011 as Instrument No. 2011080816 in the Official Records of Alameda County ("**101 Property Lease**", and collectively with the 92 Property Lease, the "**Property Leases**"), whereby Provider leased from the City certain property more particularly described in Exhibit B attached hereto and incorporated herein ("**Building 101**", and collectively with Building 92, the "**Premises**").

- c. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- d. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.
- e. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- f. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- g. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- h. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- i. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.
5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY."

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: 

Its: Executive Director

See Attached Acknowledgement
Nr 2/17/2024

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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: Alameda

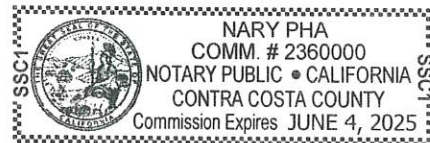
On February 17th, **2024** before me, **Nary Pha**, Notary Public,
personally appeared, Douglas Biggs
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that she/he/they executed the same in her/his/their
authorized capacity(ies), and that by her/his/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: **Nary Pha**



Seal

Title of Document: Termination And Release of Leasehold Interest
Total Number of Pages: 5
Notary Commission Expiration Date: 06/04/2025
Notary Commission Number: #2360000

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Building 92

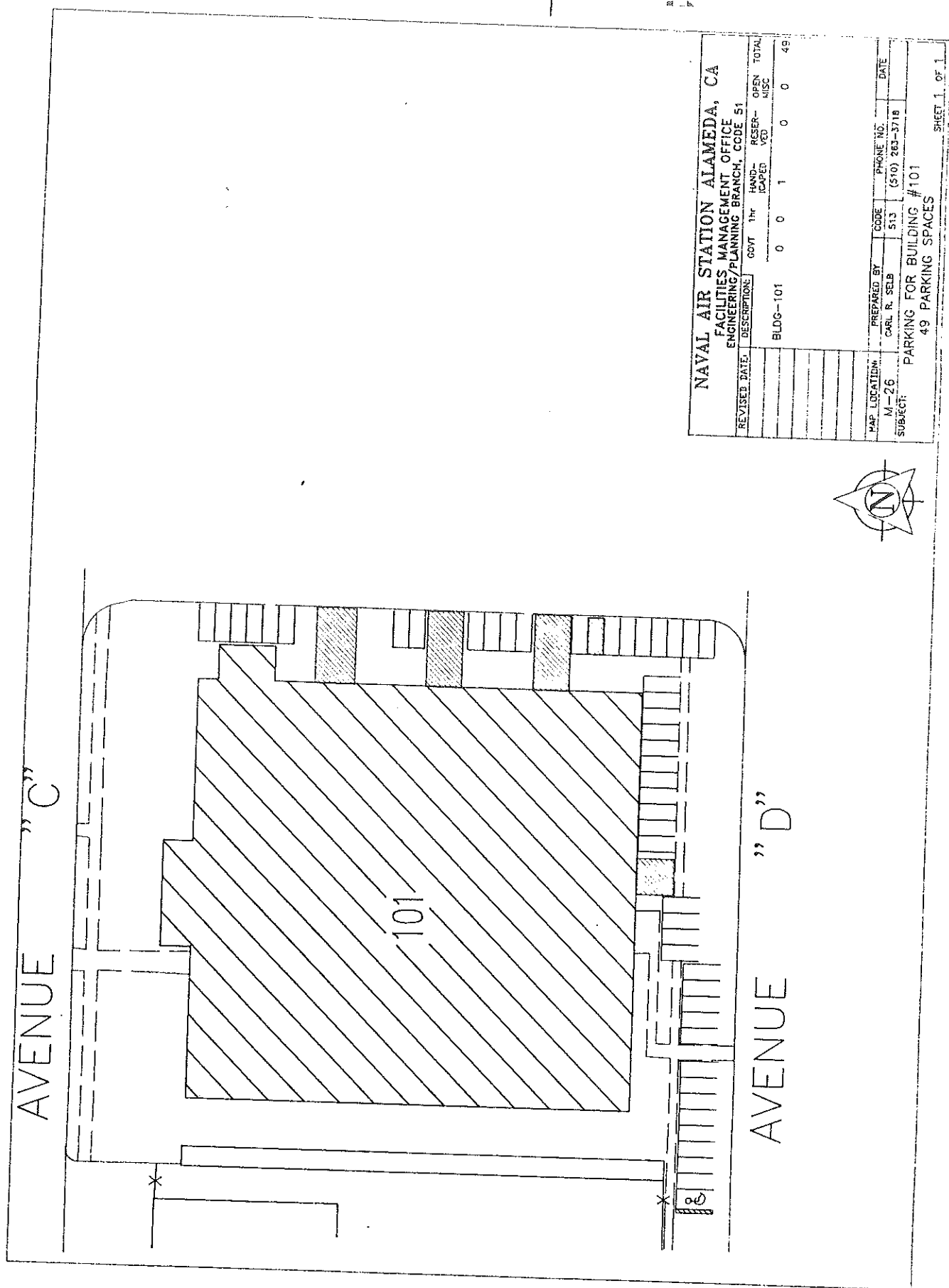
Building 92 – Warehouse located at 650 W. Ranger Ave. Alameda, CA 94501. Built in 1942, Building 92 is a one-story, approximately 89,018 square feet wooden structure.

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Building 101

[To be attached.]

Building 101 – Formerly used for Applied Instruction/Education Center, the property is now a vacant lot as Building 101 was destroyed by fire in 2003.



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TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Buildings 607 and 613)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated December 3, 2010 and recorded on March 14, 2011 as Instrument No. 2011080814 in the Official Records of Alameda County ("**607 Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Building 607**").
- b. ARRA, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated January 2, 2007 and recorded on April 20, 2015 as Instrument No. 2015102994 in the Official Records of Alameda County ("**613 Property Lease**", and collectively with the 607 Property Lease, the "**Property Leases**"), whereby Provider leased from the City certain property more particularly described in Exhibit B attached

hereto and incorporated herein ("**Building 613**", and collectively with Building 607, the "**Premises**").

- c. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- d. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.
- e. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- f. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- g. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- h. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 309 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The first phase of the RESHAP Project will redevelop the area currently occupied by Building 613, and surrounding areas with supportive housing, requiring temporary relocate of the services provided in Building 613.

- i. The City and the Provider have agreed that the best use of Building 607 is by the Alameda County Food Bank. In order to accommodate the Alameda County Food Bank Provider is required to release its interest in the Premises.
- j. Provider has agreed to enter into this Agreement in consideration for the City agreeing to enter into a Lease with Provider for Building 2 on terms and conditions similar to the Property Lease until such time as the RESHAP Project is constructed and Provider's operations can be relocated to the RESHAP Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section

shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.
5. Relocation Indemnification. In consideration for the City leasing Provider Building 2 and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: 

Its: Executive Director

See Attached Acknowledgement

NP 2/17/2024

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____

Michelle Starratt
Director

CALIFORNIA ACKNOWLEDGMENT CERTIFICATE

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: Alameda

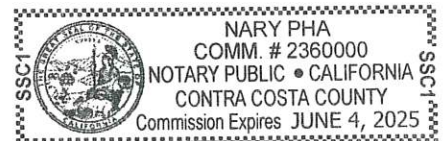
On February 17th, **2024** before me, **Nary Pha**, Notary Public,
personally appeared, Douglas Biggs
who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that ~~she/he/they~~ executed the same in ~~her/his/their~~
authorized capacity(ies), and that by ~~her/his/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: **Nary Pha**



Seal

Title of Document: Termination And Release of Leasehold Interest

Total Number of Pages: 6

Notary Commission Expiration Date: 06/04/2025

Notary Commission Number: #2360000

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Building 607

Building 607 – Building 607 is an approximately 9,500 square feet one-story building located at 677 W. Ranger Ave, Alameda, CA that has been used for MWR (Morale, Welfare, Rec) Equipment, Carpentry/Hobby Shop.

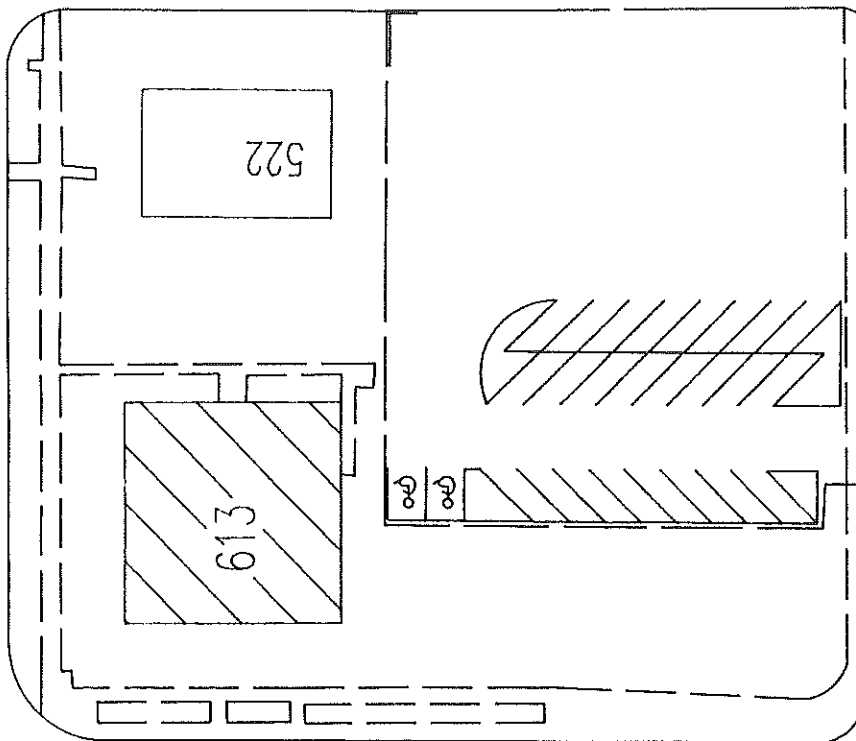
EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Building 613

[To be attached.]

Building 613 - Building 613 is located at 451 Stardust Place and is a 4,624 square foot building on a 0.8-acre site. The building has been used as administrative offices and program space to serve the homeless and formerly homeless.

AVENUE "C"



EL TORO RD.

AVENUE "D"

MEMPHIS RD.



NAVAL AIR STATION ALAMEDA, CA									
FACILITIES MANAGEMENT OFFICE									
ENGINEERING/PLANNING BRANCH, CODE 51									
REVISED DATE:	DESCRIPTION:	GOVT	1hr	HAND-ICAPED	RESER-VED	OPEN	TOTAL		
	BLDG-613	0	0	2	0	0	26		
MAP LOCATION: PREPARED BY: CODE: PHONE NO. DATE:									
M-28 CARL R. SELB 513 (510) 283-3718									
SUBJECT: PARKING FOR BUILDING #613									
26 PARKING SPACES									
SHEET 1 OF 1									

Recording Requested by
And When Recorded Return to:

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TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Bessie Coleman)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**APC**") and Bessie Coleman Court, Inc., a California nonprofit public benefit corporation ("**Bessie Coleman**") and collectively with APC, the "**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated September 27, 2004 and recorded on October 6, 2004 as Instrument No. 2004452007 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.

- c. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.
- d. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- e. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- h. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
 - c. Prior to the Release Date, this Agreement shall be held in escrow by the Escrow Holder and shall only be recorded upon receipt by the Escrow Holder of escrow instructions signed by the Provider and the City authorizing the recordation of this Agreement.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.
4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to

the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.

5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
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8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.
A California nonprofit public benefit corporation

By: _____

Its: _____

BESSIE COLEMAN COURT, INC.,
a California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Miramar/Mariposa)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated September 7, 2005 and recorded on September 7, 2005 as Instrument No. 2005384344 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- c. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994

(the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.

- d. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- e. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- h. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
 - c. Prior to the Release Date, this Agreement shall be held in escrow by the Escrow Holder and shall only be recorded upon receipt by the Escrow Holder of escrow instructions signed by the Provider and the City authorizing the recordation of this Agreement.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.

5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY."

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(New Life Gardens I and II)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated January 13, 2012 and recorded on January 13, 2012 as Instrument No. 2012014614 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- c. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994

(the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.

- d. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- e. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- h. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
 - c. Prior to the Release Date, this Agreement shall be held in escrow by the Escrow Holder and shall only be recorded upon receipt by the Escrow Holder of escrow instructions signed by the Provider and the City authorizing the recordation of this Agreement.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.

5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY."

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Spirit of Hope)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation (the "**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD, Provider and UA Housing, Inc., a California nonprofit public benefit corporation ("**UA Housing**") entered into that certain Legally Binding Agreement and Property Lease dated December 17, 2001 and recorded on September 7, 2005 as Instrument No. 2005384498 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider and UA Housing leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. UA Housing assigned all of its rights and obligations under the Property Lease to Provider pursuant to that certain Assignment and Assumption Agreement entered into by and among ARRA, HCD, Provider and the UA Housing on September 7, 2005, and recorded on September 7, 2005, as Instrument No. 2005384499 in the Official Records of Alameda County.

- c. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- d. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.
- e. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- f. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- g. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- h. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- i. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
 - c. Prior to the Release Date, this Agreement shall be held in escrow by the Escrow Holder and shall only be recorded upon receipt by the Escrow Holder of escrow instructions signed by the Provider and the City authorizing the recordation of this Agreement.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the

City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.
5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY."

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.
A California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Unity Village)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Alameda Point Collaborative, Inc., a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated October 17, 2005 and recorded on October 17, 2005 as Instrument No. 2005447149 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- c. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994

(the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.

- d. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- e. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- h. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
 - c. Prior to the Release Date, this Agreement shall be held in escrow by the Escrow Holder and shall only be recorded upon receipt by the Escrow Holder of escrow instructions signed by the Provider and the City authorizing the recordation of this Agreement.
3. Lease Termination. Provider's failure to comply with the provisions of Section 2 shall be considered an Event of Default under the Property Leases entitling the City to immediately terminate the Property Leases pursuant to Section 34(a)(ii) and regain possession of the Premises. Any such termination in accordance with this Section shall be effective immediately upon receipt by Provider of written notice from the City terminating the Property Leases and neither party shall be entitled to invoke the dispute resolutions provisions of the Property Leases.

In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

4. HCD Consent. HCD hereby consents to this Agreement and the termination of the Property Leases in accordance with this Agreement and upon the recordation of this Agreement HCD relinquishes any rights it may have to the Premises or pursuant to the Property Leases. HCD agrees to execute any documents necessary to provide clear title to the Premises.

5. Relocation Indemnification. In consideration for the City agreeing to convey certain property for the RESHAP Project in accordance with the DDA, and other consideration set forth in the DDA, the Provider hereby unconditionally and irrevocably releases and agrees to hold harmless the City and its officers, its elected and appointed officials, board members, commissioners, employees, attorneys, agents and successors and assigns from any and all claims, liabilities, causes of action or damage to person or property, including but not limited to, any and all claims for relocation benefits arising pursuant to 49 Code of Federal Regulations Part 24, 24 Code of Federal Regulations Part 92 and 25 California Code of Regulations, Chapter 6 (collectively, the "Relocation Regulations") governing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), the Housing and Community Development Act of 1974 (42 U.S.C. Section 5304(d)), and the California Relocation Assistance Law (California Government Code Section 7260 et seq.).

The Provider expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY."

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.
7. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.
8. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

In WITNES WHEREOF, the Parties have signed this Termination and Release of Leasehold Interest on the dates indicated below.

CITY OF ALAMEDA

By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

ALAMEDA POINT COLLABORATIVE, INC.,
A California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises

Recording Requested by
And When Recorded Return to:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

No Fee for Recording Pursuant to
Government Code Sections 6103 and 27383

TERMINATION AND RELEASE OF LEASEHOLD INTEREST

(Dignity Commons)

This Termination and Release of Leasehold Interest ("**Agreement**") is entered into on _____, _____ by and among the City of Alameda, a municipal corporation ("**City**"), Alameda County, through its Department of Housing and Community Development, a political subdivision of the State of California ("**HCD**") and Operation Dignity, a California nonprofit public benefit corporation ("**Provider**").

RECITALS

- a. The Alameda Reuse and Redevelopment Authority, a joint powers authority ("**ARRA**"), the predecessor in interest to the City, HCD and Provider entered into that certain Legally Binding Agreement and Property Lease dated _____ and recorded on August 18, 2009 as Instrument No. 2009271052 in the Official Records of Alameda County ("**Property Lease**"), whereby Provider leased from the City certain property more particularly described in Exhibit A attached hereto and incorporated herein ("**Premises**").
- b. The Premises are located within the Naval Air Station Alameda and Fleet and Industrial Supply Center Alameda Annex and Facility ("**NAS Alameda**"), a former military base that was closed pursuant to the federal base closure law.
- c. The Property Leases were entered into by the Parties in accordance with the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994

(the "**Redevelopment Act**") that requires that reasonable accommodations be made on closing military bases to meet the needs of the homeless.

- d. The Property Leases conveyed to the Provider a leasehold interest in the Premises with a term of 60 years and required that the Provider operate on the Premises administrative facilities for the provision of homeless assistance programs in accordance with the requirements of the Property Leases.
- e. The City and HCD are also party to agreements similar to the Property Leases with Operation Dignity and Building Futures with Women and Children to operate on the premises covered by those leases supportive affordable housing ("**Collaborative Leases**").
- f. The City, Alameda Point Collaborative, Building Futures with Women and Children, Operation Dignity and MidPen Housing Corporation have entered into that certain Disposition and Development Agreement for Alameda Point – Rebuilding the Existing Supportive Housing dated as of October 5, 2023 ("**DDA**").
- g. The DDA implements the provisions of the Main Street Neighborhood Specific Plan adopted by the City Council of the City on March 21, 2017 ("**Main Street Neighborhood Plan**"). The Main Street Neighborhood Plan covers the Premises, the Property that is the subject of the DDA and property subject to the Collaborative Leases and contemplates the redevelopment of the Main Street area with a mixed use development including market rate housing and the consolidation of the existing 201 housing units currently located on the premises covered by the Collaborative Leases with a 7.93 acre campus that will consist of a minimum of 332 affordable housing units (inclusive of managers units) and up to 40,000 square feet of non-residential community-serving commercial and administrative spaces including administrative space for the uses currently located on the Premises ("**RESHAP Project**"). The development of the RESHAP Project will necessitate the services and uses located on the Premises to be relocated while the RESHAP Project is under construction.
- h. Provider has agreed to enter into this Agreement in consideration for the City agreeing to convey to the property necessary for the RESHAP Project in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

Agreement

1. Termination of Property Lease and Release of Premises. The Property Leases are hereby terminated, and Provider hereby releases all of its rights, title and interest in the Premises effective as of the date this Agreement is recorded in the Official Records of Alameda County ("**Release Date**").
2. Delivery of the Premises. Prior to the Release Date, the Provider shall be responsible for completing the following:
 - a. Provider shall have relocated any occupants on the Premises in accordance with any federal, State or local laws that apply and in accordance with the DDA at no cost to the City or HCD.
 - b. Provider shall have removed any encumbrances placed on the Premises by Provider or resulting from Provider's use and occupancy of the Premises, including any liens, deeds of trust, regulatory agreements, covenants, conditions or restrictions on the Premises that were placed on the Premises by the Provider prior to the Release Date. Provider shall work diligently with its lenders to remove the existing encumbrances to ensure that upon the Release Date the City has clear title to the Premises. Provider shall submit to First American Title Insurance Company ("**Escrow Holder**") fully executed and acknowledged releases for all encumbrances to be recorded by Escrow Holder on the Release Date.
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In the event City terminates the Property Leases pursuant to this Section 3, Provider shall remain liable for the discharge of any liens on the Premises that encumber the City's fee interest in the Premises and the costs associated with the relocation of any occupants of the Premises.

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9. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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By: _____

Jennifer Ott
City Manager

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Len Aslanian, Assistant City Attorney

Provider:

OPERATION DIGNITY,
A California nonprofit public benefit corporation

By: _____

Its: _____

ALAMEDA COUNTY HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT, a political subdivision of the state

By: _____
Michelle Starratt
Director

EXHIBIT A TO TERMINATION AND RELEASE OF LEASEHOLD INTEREST

Description of Premises