
U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE
02/27/2014LEASE NO.
N4769214RP14A01

THIS LEASE, made and entered into this date by and between
CITY OF ALAMEDA, a charter city and municipal corporation, recognized as the local redevelopment authority by the
Office of Economic Adjustment on behalf of the Secretary of Defense,

whose address is

Alameda City Hall, 2263 Santa Clara Avenue, Alameda, CA 94501
Attn: City Manager

and whose interest in the property hereinafter described is that of

fee owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

A portion of the first floor, west wing of those certain premises known as Building 1, located at 950 W. Mall Square, Alameda, California ("Building"), containing approximately four thousand, six hundred and sixty-nine (4,669) rentable square feet (which measurement is binding and conclusive on the parties) as depicted on Exhibit A-1 attached hereto (the "Premises") to be used for general office purposes. In addition to the Premises, the Government and the Government's employees, agents and contractors, in common with Lessor and all other tenants of the Building, shall have the non-exclusive right to use, for parking purposes, the parking area ("Parking Area") identified in Exhibit A-2 attached hereto. In addition to the Premises, the Government shall have the use of those certain common areas of the Building, including the restrooms adjacent to the Premises (collectively the "Common Areas"). Use of the Common Areas shall be for the non-exclusive use of Government and its employees, agents and contractors, in common with Lessor and all other tenants of the Building.

to be used for general office purposes.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

06/04/2013

through

06/03/2024

, subject to termination

and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 0.00

at the rate of \$ per See Paragraph 9, Sheet 1 attached in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
Three (3) additional five (5) year options (each an "Extension Term") under the same terms and conditions herein.

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a) Lessor shall maintain the following items: the foundations, footings, floor slab and load bearing walls and exterior walls of the Building, the roof, and the Parking Areas and pavements, landscaping, sidewalks, driveways, curbs and light systems in the Common Areas.
- b) Lessor shall provide janitorial services to the Common Areas, including the non-exclusive restrooms, however the Government shall be responsible for any janitorial services to the Premises.
- c) Lessor shall provide pest and rodent control and abatement to the Building, at no additional costs to the Government.
- d) Lessor shall maintain the electrical, plumbing, and HVAC systems which serves the Building in general, provided such maintenance or repairs are not necessitated by the actions or inactions of the Government or the Government's employees, invitees or contractors.

7. The following are attached and made a part hereof:

The General Provisions and Instructions

Sheet No. 1 containing Paragraphs 9-19

Exhibits A-1 & A-2 - Maps

Exhibit B - Conditions Report

8. The following changes were made in this lease prior to its execution:

Paragraphs 9-19 on Sheet 1 have been added

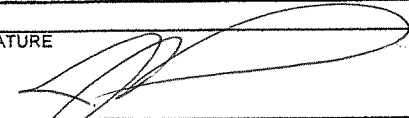
General Provisions 1, 2, and 13 have been deleted.

Approved as to Form



Farimah Faiz
Sr. Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	SIGNATURE
NAME OF SIGNER John Russo, City Manager	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER Esther P. Ewell
	OFFICIAL TITLE OF SIGNER Real Estate Contracting Officer

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

GENERAL PROVISIONS

1. ~~SUBLETTING THE PREMISES~~

~~The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.~~

2. ~~MAINTENANCE OF PREMISES~~

~~The Lessee shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable conditions.~~

3. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter.

4. ALTERATIONS

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

5. CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the ^{then} present condition, and will be signed on behalf of both parties hereto.

6. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT

No member of or Delegate of Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extent to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off.

9. EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).)

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the government, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. FACILITIES NONDISCRIMINATION

(a) As used in the section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS

(Note - This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontractors hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

13. INSPECTION

~~At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians, representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.~~

14. ECONOMY ACT LIMITATION

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the

Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

CERTIFICATION

1. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by

explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the Lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of this power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.
2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.
4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.
5. If the property leased is located in a State requiring the recording of the leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

9. This Lease is entered into in accordance with the terms and conditions of that certain Quitclaim Deed dated June 4, 2013, and recorded in the Official Records, County of Alameda, State of California (the "Quitclaim Deed"), pursuant to which the Government, as Grantor, conveyed to the Lessor, as Grantee, a certain parcel known as ALA-37-EDC, which conveyance is partial consideration for this Lease. The foregoing notwithstanding, as further consideration for this Lease, the Government shall pay its pro-rata share for the gas, water and electricity supplied to the Premises together with utilities and janitorial services performed in the Common Areas in a monthly amount not to exceed \$475, subject to availability of funds. The Grantor shall submit a monthly invoice to the Government, detailing the Government's pro rata share.

10. The Government accepts the Premises in "AS-IS" conditions and configuration without any representations or warranties by Lessor, and with no obligation of Lessor to make any alterations or improvements to the Premises. The Government also has no obligation to make any alterations or improvements to the Premises. The Government acknowledges that it has been in possession of the Premises since November 2012 pursuant to the Lease in Furtherance of Conveyance dated June 6, 2000, as amended ("LIFOC") and that the Premises are in good order and satisfactory condition, as shown on the Conditions Report, attached as Exhibit "B" and made a part hereof.

11. The Government shall not make any alterations, improvements or additions (each an "Alteration") in or about the Premises or any part thereof without the prior written consent of Lessor, which consent may be reasonably conditioned upon criteria and/or requirements deemed necessary by the Lessor. The foregoing notwithstanding, the Government may, at its sole costs and expense, construct such Alterations as may be necessary to ensure that the Premises conform to the Department of Defense antiterrorism/force protection requirements ("Force Protection Alterations"). Lessor shall have the right to review and approve or disapprove any Force Protection Alterations which affect the structural components of the Building, including the roof, support structures, foundations, exterior of the Building and/or systems serving the Building. Prior to starting work on any approved Alterations, or any Force Protection Alterations, Government shall furnish Lessor with plans and specifications (which shall be in CAD format if requested by Lessor); names of contractors reasonably acceptable to Lessor; required permits and approvals; evidence of contractors and subcontractors insurance in an amount reasonably required by Lessor and naming Lessor, the managing agent of the Building and such other person or entity as Lessor may reasonably request, as additional insured. Upon completion, the Government shall furnish Lessor with a complete set of "As Built" plans, (as well as a set in CAD format, if requested by Lessor), completion affidavit and full and final unconditional waivers of liens, and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda in accordance with Section 3093 of the California Civil Code or any successor statute.

12. The Government shall, at its sole cost and expense, maintain the interior of the Premises in good order, conditions and repair, subject to availability of funds. The City shall maintain the foundations, footings, floor slab and load bearing walls and exterior walls of the Building, the roof, and the Parking Areas and pavements, landscaping, sidewalks, driveways, curbs and light systems in the Common Areas. Lessor shall provide janitorial services to the Common Areas, including the non-exclusive restrooms, however, the Government shall be responsible for any janitorial services to the Premises. Lessor shall provide pest and rodent control and abatement to the

Building, at no extra costs to the Government. Lessor shall maintain the electrical, plumbing and HVAC systems which serve the Building in general, provided any such maintenance or repairs are not necessitated by the actions or inactions of the Government or the Government's employees, invitees or contractors.

13. Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building. If during the term of this Lease, title to this property is transferred or assigned to another party, the Lessor shall promptly notify the Government of said transaction. Upon transfer, Lessor shall be released from any further obligations hereunder and, provided that the successor in interest agrees to be bound by the terms and provisions of this Lease, the Government agrees to look solely to the successor in interest of Lessor for the performance of such obligations. The Government agrees to attorn to such new owner.

14. For purposes of facilitating a sale, development or renovation of the Building, Lessor hereby reserves the right to relocate the entire Premises to another building upon the following terms and conditions: (a) Lessor shall have the right to relocate the Premises on not less than ninety (90) days prior written notice given to Government at any time during the Term or any extension or renewal thereof; (b) the relocated Premises must be of substantially comparable sizes to the initial Premises; (c) if the relocation occurs during the Initial Term, Lessor shall pay the costs of moving the Government, its property and equipment to the relocated Premises and shall improve the new Premises with improvements substantially similar to those located in the space the Government is to vacate which improvements shall include the transfer of Navy Marine Corps Internet computer access; (d) if the relocation occurs at any time during an Extension Term than the Government shall pay all costs associated with such relocation and any improvements to the relocated Premises deemed necessary for the Government's intended use thereof; and (e) all of the other terms, covenants and conditions of this Lease shall remain unchanged and in full force and effect.

15. Any use of the Premises shall comply with the restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) executed by the United States of America, acting by and through the United States Department of the Navy, recorded June 4, 2013 together with the environmental restrictions contained in the Quitclaim Deed, copies of which are available for review at Lessor's office during normal business hours.

16. Lessor hereby reserves the right, at any time and from time to time, without the same constituting an actual or constructive eviction, to make alterations, additions, repairs, improvements to or in, or to decrease the size of area of, all or any part of the Building (excluding the Premises demised hereby) and to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets and other public parts of the Building. Lessor shall use commercially reasonable efforts to cause such work to be done in a manner which will minimize any disruption of the Government's use of the Premises.

17. The Government shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without first obtaining Lessor's prior written consent, which consent shall not be unreasonably denied, conditional or delayed. As a condition for granting by Lessor of its consent to any assignment or sublease, thirty (30) days prior to any anticipated assignment or sublease the Government shall give Lessor written notice, which shall set forth the name, address and business of the proposed assignee or sublessee, information concerning the ownership and financial condition of the proposed assignee or sublessee, the proposed transfer date, the consideration to be paid for such assignment or subletting and all other material

terms and conditions of the proposed assignment or sublease. Lessor's consent to any assignment or sublease shall be in Lessor's reasonable discretion. As a condition of such consent, the assignee or sublessee must first execute, acknowledge and deliver to Lessor an agreement whereby the assignee or sublessee assumes and agrees to be bound by all of the covenants and agreements in this Lease. The consent by Lessor of any assignment or sublease shall not be construed as reliving the Government from any obligations under this Lease.

18. All Notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class U.S. mail, postage prepaid, properly addressed or by regular overnight delivery service such as Federal Express. If intended for the Lessor: Alameda City Hall, 2263 Santa Clara Avenue, Alameda, CA 94501, Attn: City Manager. If to Government: Base Realignment and Closure Program Management Office West, 1455 Frazee Road, Suite 900, San Diego, CA 92108, Attn: Director.

19. Nothing in this Lease shall be construed as imposing upon the Government any obligation to expend funds in violation of the federal Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

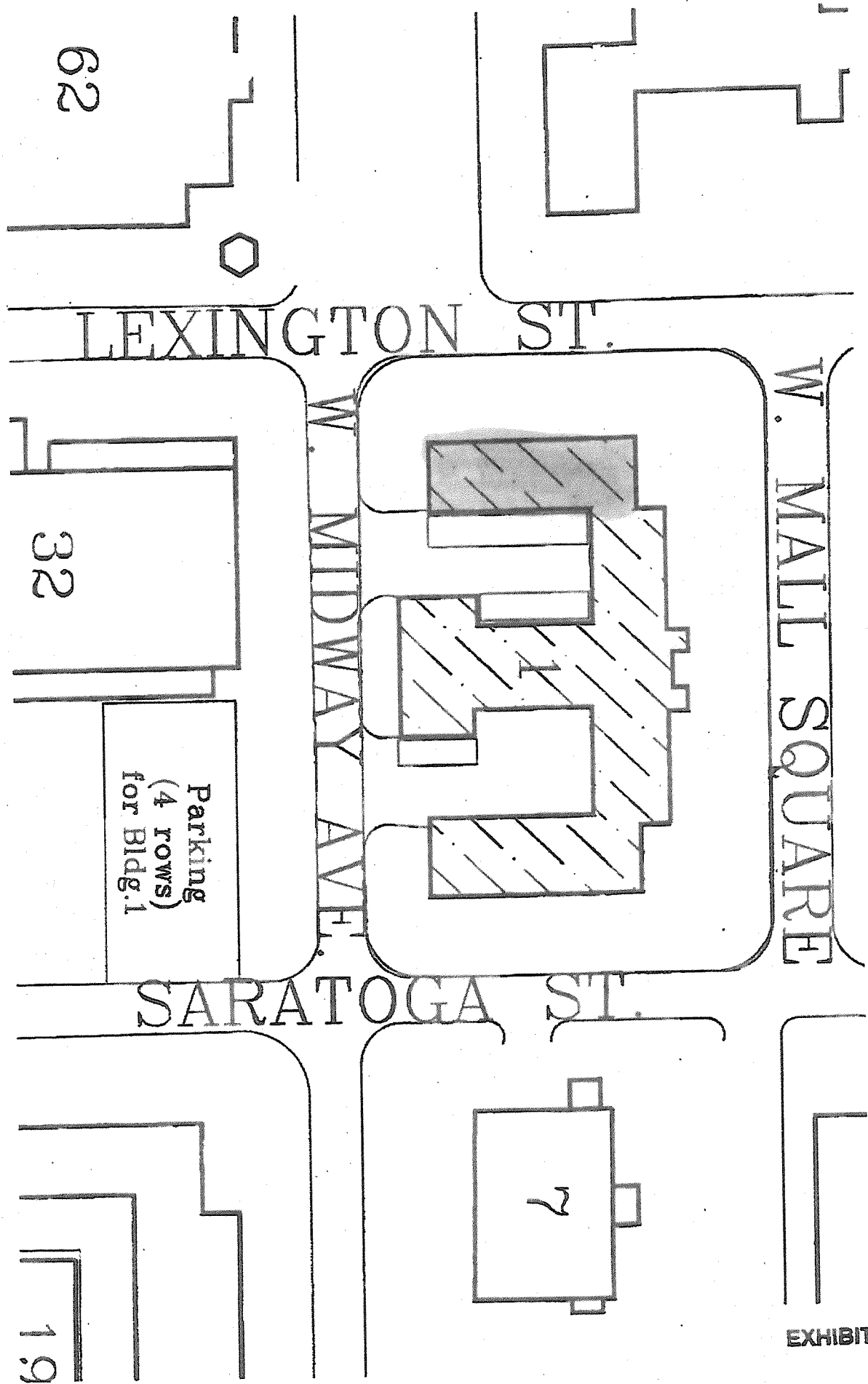


EXHIBIT A-1

N4769214RPI4A01

62

LEXINGTON ST.

W. MAIL SQUARE

32

Parking
(4 rows)
for Bldg. 1

1

W. MIDWAY AVE.

SARATOGA ST.

2

19

EXHIBIT A-3

PAGE 1 OF _____ PAGES

DATE OF SURVEY _____

Check one: ☒ INITIAL ☐ FINAL

BUILDING NAME AND ADDRESS		LESSOR'S NAME AND ADDRESS	
Building 1 950 W. Mall Square Alameda, CA		City of Alameda, Attn: City Manager 2263 Santa Clara Avenue Alameda, CA 94501	
ROOM NUMBERS OR OTHER IDENTIFICATION		LEASE NUMBER	

[illegible]

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02/27/2014

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Office of Economic Adjustment on behalf of the Secretary of Defense,

whose address is

Alameda City Hall, 2263 Santa Clara Avenue, Alameda, CA 94501
Attn: City Manager

and whose interest in the property hereinafter described is that of

fee owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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at the rate of \$ per See Paragraph 9, Sheet 1 attached in arrears.
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Exhibit B - Conditions Report

8. The following changes were made in this lease prior to its execution:

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General Provisions 1, 2, and 13 have been deleted.

Approved as to Form



Farimah Faiz
Sr. Assistant City Attorney

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	SIGNATURE
NAME OF SIGNER John Russo, City Manager	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Esther P. Ewell
	OFFICIAL TITLE OF SIGNER Real Estate Contracting Officer

STANDARD FORM 2 (REV. 6/2003) BACK

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

GENERAL PROVISIONS

1. ~~SUBLETTING THE PREMISES~~

~~The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.~~

2. ~~MAINTENANCE OF PREMISES~~

~~The Lessee shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable conditions.~~

3. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter.

4. ALTERATIONS

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

5. CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the ^{then} present condition, and will be signed on behalf of both parties hereto.

6. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT

No member of or Delegate of Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom: but this provision shall not be construed to extent to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off.

9. EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).)

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the government, advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this lease or with any of said rules, regulations, or orders, this lease may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. FACILITIES NONDISCRIMINATION

(a) As used in the section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS

(Note - This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

13. INSPECTION

~~At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians, representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.~~

14. ECONOMY ACT LIMITATION

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932, as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE

In the event of failure by the Lessor to provide any service, utility, maintenance or repairs required under this lease, the

Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

CERTIFICATION

1. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by

explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the Lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of this power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.
2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.
4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.
5. If the property leased is located in a State requiring the recording of the leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

9. This Lease is entered into in accordance with the terms and conditions of that certain Quitclaim Deed dated June 4, 2013, and recorded in the Official Records, County of Alameda, State of California (the "Quitclaim Deed"), pursuant to which the Government, as Grantor, conveyed to the Lessor, as Grantee, a certain parcel known as ALA-37-EDC, which conveyance is partial consideration for this Lease. The foregoing notwithstanding, as further consideration for this Lease, the Government shall pay its pro-rata share for the gas, water and electricity supplied to the Premises together with utilities and janitorial services performed in the Common Areas in a monthly amount not to exceed \$475, subject to availability of funds. The Grantor shall submit a monthly invoice to the Government, detailing the Government's pro rata share.

10. The Government accepts the Premises in "AS-IS" conditions and configuration without any representations or warranties by Lessor, and with no obligation of Lessor to make any alterations or improvements to the Premises. The Government also has no obligation to make any alterations or improvements to the Premises. The Government acknowledges that it has been in possession of the Premises since November 2012 pursuant to the Lease in Furtherance of Conveyance dated June 6, 2000, as amended ("LIFOC") and that the Premises are in good order and satisfactory condition, as shown on the Conditions Report, attached as Exhibit "B" and made a part hereof.

11. The Government shall not make any alterations, improvements or additions (each an "Alteration") in or about the Premises or any part thereof without the prior written consent of Lessor, which consent may be reasonably conditioned upon criteria and/or requirements deemed necessary by the Lessor. The foregoing notwithstanding, the Government may, at its sole costs and expense, construct such Alterations as may be necessary to ensure that the Premises conform to the Department of Defense antiterrorism/force protection requirements ("Force Protection Alterations"). Lessor shall have the right to review and approve or disapprove any Force Protection Alterations which affect the structural components of the Building, including the roof, support structures, foundations, exterior of the Building and/or systems serving the Building. Prior to starting work on any approved Alterations, or any Force Protection Alterations, Government shall furnish Lessor with plans and specifications (which shall be in CAD format if requested by Lessor); names of contractors reasonably acceptable to Lessor; required permits and approvals; evidence of contractors and subcontractors insurance in an amount reasonably required by Lessor and naming Lessor, the managing agent of the Building and such other person or entity as Lessor may reasonably request, as additional insured. Upon completion, the Government shall furnish Lessor with a complete set of "As Built" plans, (as well as a set in CAD format, if requested by Lessor), completion affidavit and full and final unconditional waivers of liens, and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda in accordance with Section 3093 of the California Civil Code or any successor statute.

12. The Government shall, at its sole cost and expense, maintain the interior of the Premises in good order, conditions and repair, subject to availability of funds. The City shall maintain the foundations, footings, floor slab and load bearing walls and exterior walls of the Building, the roof, and the Parking Areas and pavements, landscaping, sidewalks, driveways, curbs and light systems in the Common Areas. Lessor shall provide janitorial services to the Common Areas, including the non-exclusive restrooms, however, the Government shall be responsible for any janitorial services to the Premises. Lessor shall provide pest and rodent control and abatement to the

Building, at no extra costs to the Government. Lessor shall maintain the electrical, plumbing and HVAC systems which serve the Building in general, provided any such maintenance or repairs are not necessitated by the actions or inactions of the Government or the Government's employees, invitees or contractors.

13. Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building. If during the term of this Lease, title to this property is transferred or assigned to another party, the Lessor shall promptly notify the Government of said transaction. Upon transfer, Lessor shall be released from any further obligations hereunder and, provided that the successor in interest agrees to be bound by the terms and provisions of this Lease, the Government agrees to look solely to the successor in interest of Lessor for the performance of such obligations. The Government agrees to attorn to such new owner.

14. For purposes of facilitating a sale, development or renovation of the Building, Lessor hereby reserves the right to relocate the entire Premises to another building upon the following terms and conditions: (a) Lessor shall have the right to relocate the Premises on not less than ninety (90) days prior written notice given to Government at any time during the Term or any extension or renewal thereof; (b) the relocated Premises must be of substantially comparable sizes to the initial Premises; (c) if the relocation occurs during the Initial Term, Lessor shall pay the costs of moving the Government, its property and equipment to the relocated Premises and shall improve the new Premises with improvements substantially similar to those located in the space the Government is to vacate which improvements shall include the transfer of Navy Marine Corps Internet computer access; (d) if the relocation occurs at any time during an Extension Term than the Government shall pay all costs associated with such relocation and any improvements to the relocated Premises deemed necessary for the Government's intended use thereof; and (e) all of the other terms, covenants and conditions of this Lease shall remain unchanged and in full force and effect.

15. Any use of the Premises shall comply with the restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) executed by the United States of America, acting by and through the United States Department of the Navy, recorded June 4, 2013 together with the environmental restrictions contained in the Quitclaim Deed, copies of which are available for review at Lessor's office during normal business hours.

16. Lessor hereby reserves the right, at any time and from time to time, without the same constituting an actual or constructive eviction, to make alterations, additions, repairs, improvements to or in, or to decrease the size of area of, all or any part of the Building (excluding the Premises demised hereby) and to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets and other public parts of the Building. Lessor shall use commercially reasonable efforts to cause such work to be done in a manner which will minimize any disruption of the Government's use of the Premises.

17. The Government shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without first obtaining Lessor's prior written consent, which consent shall not be unreasonably denied, conditional or delayed. As a condition for granting by Lessor of its consent to any assignment or sublease, thirty (30) days prior to any anticipated assignment or sublease the Government shall give Lessor written notice, which shall set forth the name, address and business of the proposed assignee or sublessee, information concerning the ownership and financial condition of the proposed assignee or sublessee, the proposed transfer date, the consideration to be paid for such assignment or subletting and all other material

terms and conditions of the proposed assignment or sublease. Lessor's consent to any assignment or sublease shall be in Lessor's reasonable discretion. As a condition of such consent, the assignee or sublessee must first execute, acknowledge and deliver to Lessor an agreement whereby the assignee or sublessee assumes and agrees to be bound by all of the covenants and agreements in this Lease. The consent by Lessor of any assignment or sublease shall not be construed as reliving the Government from any obligations under this Lease.

18. All Notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class U.S. mail, postage prepaid, properly addressed or by regular overnight delivery service such as Federal Express. If intended for the Lessor: Alameda City Hall, 2263 Santa Clara Avenue, Alameda, CA 94501, Attn: City Manager. If to Government: Base Realignment and Closure Program Management Office West, 1455 Frazee Road, Suite 900, San Diego, CA 92108, Attn: Director.

19. Nothing in this Lease shall be construed as imposing upon the Government any obligation to expend funds in violation of the federal Anti-Deficiency Act, 31 U.S.C. § 1341 et seq.

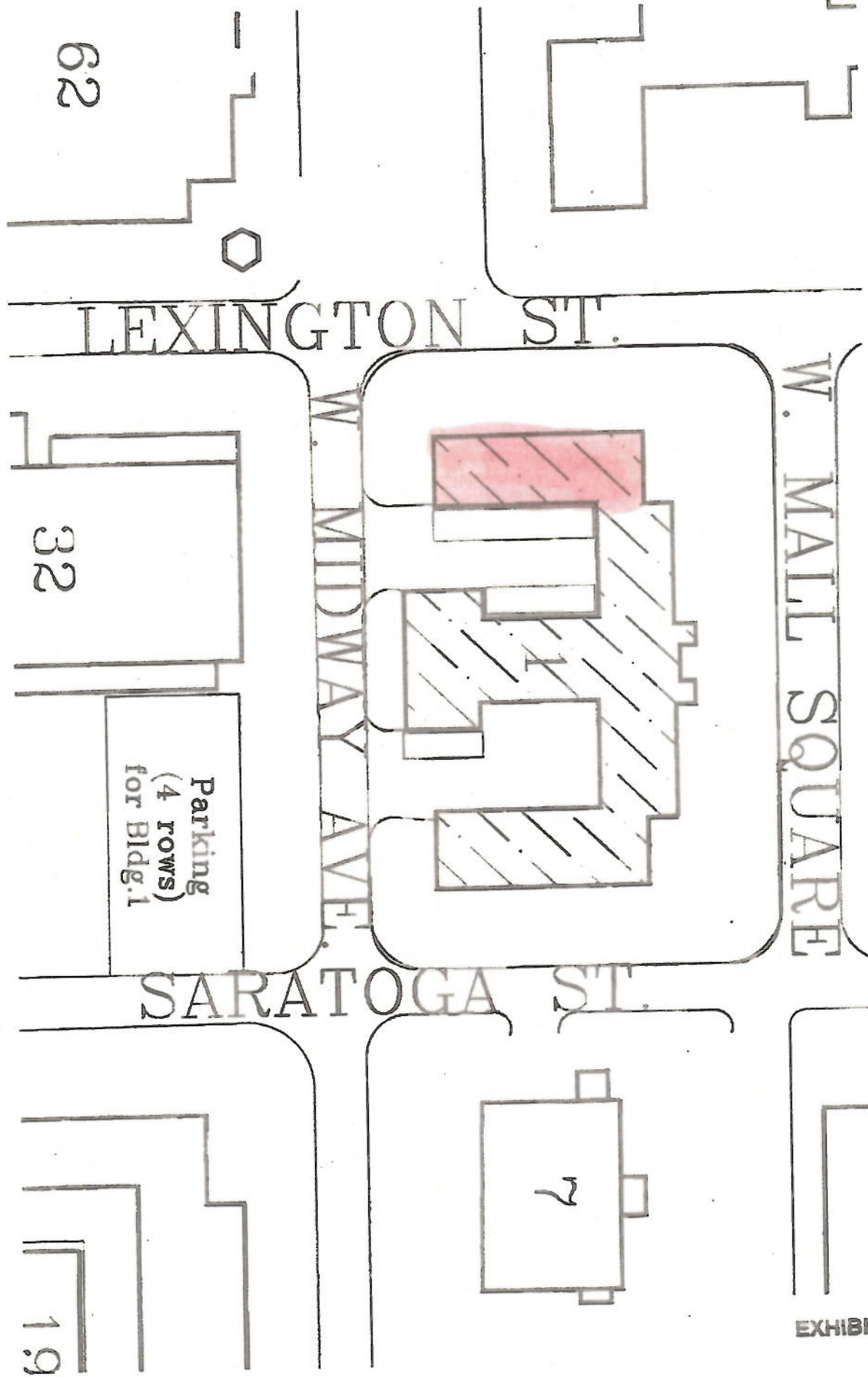


EXHIBIT A-1

N4769214RPI4A01

62

LEXINGTON ST.

32

Parking
(4 rows)
for Bldg. 1

W. MIDWAY AVE.

W. MALL SQUARE

SARATOGA ST.

1

2

19

EXHIBIT A-2

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
CONDITION SURVEY REPORT

PAGE 1 OF 1 PAGES 2
DATE OF SURVEY 5/7/2014
Check one: ☒ INITIAL ☐ FINAL

BUILDING NAME AND ADDRESS

Building 1
950 W. Mall Square
Alameda, CA

LESSOR'S NAME AND ADDRESS

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

ROOM NUMBERS OR OTHER IDENTIFICATION

LEASE NUMBER

N4769214RP14A01

SUGGESTED ITEMS (Incomplete)

NARRATIVE REPORT

1. BUILDING EXTERIOR
2. BUILDING ENTRANCES
3. CEILING
 - a. MATERIAL
 - b. PAINT
4. CORRIDORS
5. DOORS
 - a. MATERIAL
 - b. LOCKS
 - c. TRANSOMS
6. ELECTRICAL SYSTEM
 - a. LIGHT FIXTURES (NUMBER AND TYPE)
 - b. SWITCHES
 - c. OUTLETS
7. ELEVATORS (NUMBER AND TYPE)
8. FIRE ESCAPES
9. FIRE PROTECTION EQUIPMENT
 - a. FIRE EXTINGUISHERS (TYPE)
 - b. HOSE RACKS AND/OR REELS
 - c. FIRE ALARM SYSTEM (TYPE)
 - d. SPRINKLERS
10. FLOORS
 - a. MATERIAL
 - b. COVERING
11. HEATING AND AIR CONDITIONING SYSTEMS
 - a. HEATING PLANT (TYPE)
 - b. RADIATORS
 - c. SPACE HEATERS
 - d. AIR DUCTS AND OUTLETS
 - e. FANS
12. LAVATORIES (OFFICE)
13. REST ROOM FACILITIES
 - a. LAVATORIES
 - b. WATER CLOSETS
 - c. URINALS
 - d. MIRRORS
 - e. WASTE RECEPTACLES
 - f. TOWEL DISPENSERS
 - g. TOILET PAPER DISPENSERS
 - h. SANITARY PAD DISPENSERS
14. SKYLIGHTS
15. STAIRS
16. VENTILATORS
17. WALLS
 - a. MATERIALS
 - b. PAINT
18. WINDOWS
 - a. FRAME
 - b. SASH
 - c. VENETIAN BLINDS
 - d. ROLLER SHADES
 - e. SCREENS
 - f. AWNINGS

REPORT ON ALL PERTINENT ITEMS, COMMENTING AS TO THEIR GENERAL CONDITION AND APPEARANCE, TYPE OF CONSTRUCTION, CONDITION OF PAINT OR OTHER FINISH, ETC. USE REVERSE OF THIS FORM IF MORE SPACE IS NEEDED.

A survey was done by myself (Fred Niehoff) and 2 members of the city of Alameda on Bldg. 1 ANAS.

In the spaces occupied by the Navy the conditions were good. The carpets seem to be fairly new, wall paint recent, some signs of peeling due to water leaks. City was not sure of repair to areas where water had leaked.

Ceiling tile and ceiling in general in good shape, some edge tiles stained for the same reason as above, past leaks.

All windows and doors are in good shape (dual pane on the windows).

Lighting in good all fixtures are in order. Newly installed cabling for data done by Navy. All electrical good, breakers operational. HVAC provides comfortable work environment.

We the undersigned, do hereby certify that this report represents our opinion of the true and correct condition of the above described premises as of

SIGNATURE AND TITLE

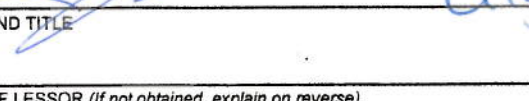
SIGNATURE AND TITLE

SIGNATURE OF LESSOR (if not obtained, explain on reverse)

PAGE 2 OF 2 PAGES

DATE OF SURVEY _____

Check one: ☒ INITIAL ☐ FINAL

SUGGESTED ITEMS (Incomplete)	NARRATIVE REPORT
<ol style="list-style-type: none"> 1. BUILDING EXTERIOR 2. BUILDING ENTRANCES 3. CEILING <ol style="list-style-type: none"> a. MATERIAL b. PAINT 4. CORRIDORS 5. DOORS <ol style="list-style-type: none"> a. MATERIAL b. LOCKS c. TRANSOMS 6. ELECTRICAL SYSTEM <ol style="list-style-type: none"> a. LIGHT FIXTURES (NUMBER AND TYPE) b. SWITCHES c. OUTLETS 7. ELEVATORS (NUMBER AND TYPE) 8. FIRE ESCAPES 9. FIRE PROTECTION EQUIPMENT <ol style="list-style-type: none"> a. FIRE EXTINGUISHERS (TYPE) b. HOSE RACKS AND/OR REELS c. FIRE ALARM SYSTEM (TYPE) d. SPRINKLERS 10. FLOORS <ol style="list-style-type: none"> a. MATERIAL b. COVERING 11. HEATING AND AIR CONDITIONING SYSTEMS <ol style="list-style-type: none"> a. HEATING PLANT (TYPE) b. RADIATORS c. SPACE HEATERS d. AIR DUCTS AND OUTLETS e. FANS 12. LAVATORIES (OFFICE) 13. REST ROOM FACILITIES <ol style="list-style-type: none"> a. LAVATORIES b. WATER CLOSETS c. URINALS d. MIRRORS e. WASTE RECEPTACLES f. TOWEL DISPENSERS g. TOILET PAPER DISPENSERS h. SANITARY PAD DISPENSERS 14. SKYLIGHTS 15. STAIRS 16. VENTILATORS 17. WALLS <ol style="list-style-type: none"> a. MATERIALS b. PAINT 18. WINDOWS <ol style="list-style-type: none"> a. FRAME b. SASH c. VENETIAN BLINDS d. ROLLER SHADES e. SCREENS f. AWNINGS 	<p>REPORT ON ALL PERTINENT ITEMS, COMMENTING AS TO THEIR GENERAL CONDITION AND APPEARANCE, TYPE OF CONSTRUCTION, CONDITION OF PAINT OR OTHER FINISH, ETC. USE REVERSE OF THIS FORM IF MORE SPACE IS NEEDED.</p>
	<p>We, the undersigned, do hereby certify that this report represents our opinion of the true and correct condition of the above described premises as of</p> <hr/> <p>SIGNATURE AND TITLE </p> <hr/> <p>SIGNATURE AND TITLE </p> <hr/> <p>SIGNATURE OF LESSOR (if not obtained, explain on reverse)</p>

Amendment No. 2 to U.S. Government Lease for Real Property No. N4769214RP14A01

**AMENDMENT NO. 2
TO
U.S. GOVERNMENT LEASE FOR REAL PROPERTY
NO. N4769214RP14A01
BETWEEN
THE UNITED STATES OF AMERICA
AND THE
CITY OF ALAMEDA**

THIS AMENDMENT NO. 2 to U.S. Government Lease for Real Property No. N4769214RP14A01 ("**Amendment No. 2**") is entered into this 4th day of November, 2022 by and between **THE UNITED STATES OF AMERICA** (the "**Government**" or "**Lessee**") and **THE CITY OF ALAMEDA** (the "**City**" or "**Lessor**"). Lessor and Lessee may also be referred to collectively as the Parties.

RECITALS

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

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

WHEREAS, the Government occupies Room 230 of Building 1 for the purposes of an information repository (report library) through the Lease in Furtherance of Conveyance ("LIFOC") dated June 6, 2000 between the Parties and this Amendment No. 2 does not intend to modify or relinquish the Government's right to use that space provided under the LIFOC;

WHEREAS, the Parties wish to amend the Lease to remove specific buildings the Government is no longer occupying; and

WHEREAS, the Parties wish to modify the revised square footage of the Government's current and future planned occupation of Building 1; and

WHEREAS, the Parties wish to modify terms concerning Government's payment terms for utilities and janitorial services.

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

AGREEMENTS

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

Amendment No. 2 to U.S. Government Lease for Real Property No. N4769214RP14A01

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

A portion of the first floor, west wing of those certain premises known as Building 1, located at 950 W. Mall Square, Alameda, California, containing approximately four thousand, one hundred and twenty-nine (4,129) rentable square feet (which measurement is binding and conclusive on the Parties) as depicted on Exhibit A attached hereto (the "Building 1 Premises Figure") to be used for general office purposes.

Additionally, the Government and the Government's employees, agents and contractors, in common with Lessor and all other tenants of Building 1, shall have the non-exclusive right to use, for parking purposes, the parking area ("Building 1 Parking Area") identified in Exhibit A, attached hereto and those certain common areas of Building 1, including the restrooms adjacent to Building 1 (collectively, the "Building 1 Common Areas"). Use of the Building 1 Common Areas shall be for the non-exclusive use of Government and its employees, agents and contractors, in common with Lessor and all other tenants of the building. Collectively, Building 1, the Building 1 Parking Area and the Building 1 Common Areas are referred to herein as the "Premises" herein.

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

"TO HAVE AND TO HOLD:

The Building 1 Premises with their appurtenances for the term beginning on 06/04/2013 through 06/03/2024, subject to termination and renewal rights as may be hereinafter set forth in Paragraph 5."

3. **Paragraph 5.** Paragraph 5 of the Lease shall be deleted in its entirety and replaced with the following:

"This Lease may be renewed with respect to the Premises at the option of the Government, for the following terms and at the following rental rates:

Three (3) additional five (5) year options (each, an "**Extension Term**") under the same terms and conditions herein, provided notice be given in writing to the Lessor at least 90-days before the end of the original Lease term or any renewal term with respect to the Premises; all other terms and conditions of this Lease applicable to the Premises shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

4. **Paragraph 6.** Paragraph 6 of the Lease shall be deleted in its entirety and replaced with the following:

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"The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a) Lessor shall maintain the following items: the foundations, footings, floor slab and load bearing walls, exterior walls, and roof of Building 1, the Building 1 Parking Areas and pavements, landscaping, sidewalks, driveways, curbs and light systems in the Building 1 Common Areas.
- b) Lessor shall provide janitorial services to the Building 1 Common Areas, including the non-exclusive restrooms, however the Government shall be responsible for any janitorial services to the Premises.
- c) Lessor shall provide pest and rodent control and abatement to Building 1, at no additional cost to the Government.
- d) Lessor shall maintain the electric, plumbing, and HVAC systems which serves Building 1 in general, provided such maintenance or repairs are not necessitated by the actions or inactions of the Government or the Government's employees, invitees or contractors.

5. Paragraph 7. Paragraph 7 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"The following are attached and made a part hereof:

The General Provisions and Instructions
Sheet No. 1 containing Paragraphs 9 - 19
Exhibit A - Building 1 Premises Figure
Exhibit B - Conditions Report for Building 1 Premises (as completed on May 7th, 2014)

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

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

The foregoing notwithstanding, as further consideration for this Lease, the Government shall pay its pro-rata share for the gas, water and electricity supplied to the Premises together with utilities and janitorial services performed in the Building 1 Common Areas at a monthly cost of \$420.06 for its pro rata share as originally negotiated in the initial lease term. In lieu of monthly payments, the

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Government will rather remit an annual common area payment in the amount of \$5,040.72. The annual common area payment shall be due to the Lessor in June (signifying the initial term month) of each year that the lease is in effect, subject to availability of funds.

The Lessor and the Government shall resolve overdue common area payments for the period of November 2021 through June 2022 within 90 days of the execution of this Amendment 2. As the Government is only authorized to pay for services when services have been rendered, common area payments will be submitted as prescribed above in June and reflect the prior year's occupation of the Premises. In this instance, the June 2023 payment will reflect common area payment for the June 2022-23 period.

7. **Paragraph 10.** Paragraph 10 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"The Government accepts the Premises in "AS-IS" conditions and configuration without any representations or warranties by Lessor, and with no obligation of Lessor to make any alterations or improvements to the Premises. The Government also has no obligation to make any alterations or improvements to the Premises.

The Government acknowledges that it has been in possession of the Premises since November 2012 pursuant to the Lease in Further of Conveyance dated June 6, 2000, as amended ("LIFOC") and that the Premises is in good order and satisfactory condition, as shown on the Conditions Report, attached as Exhibit B and made a part hereof."

8. **Paragraph 12.** Paragraph 12 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"The Government shall, at its sole cost and expense, maintain the interior of the Premises in good order, conditions and repair, subject to availability of funds. The City shall maintain the foundations, footings, floor slab and load bearing walls and exterior walls of Building 1, the roof of Building 1, and the Building 1 Parking Areas and pavements, landscaping, sidewalks, driveways, curbs and lights systems in the Building 1 Common Areas. Lessor shall provide janitorial services to the Building 1 Common Areas, including the non-exclusive restrooms; however, the Government shall be responsible for any janitorial services to the Premises. Lessor shall provide pest and rodent control and abatement to Building 1, at no extra costs to the Government. Lessor shall maintain the electrical, plumbing and HVAC systems, which serve Building 1 in general, provided any such maintenance or repairs are not necessitated by the actions or inactions of the Government or the Government's employees, invitees or contractors. "

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- 9. Paragraph 13.** Paragraph 13 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in Building 1. If during the term of this Lease, title to any property subject to this Lease is transferred or assigned to another party, the Lessor shall promptly notify the Government of said transaction. Upon transfer, Lessor shall be released from any further obligations hereunder and, provided that the successor in interest agrees to be bound by the terms and provisions of this Lease, the Government agrees to look solely to the successor in interest of Lessor for the performance of such obligations. The Government agrees to attorn to such new owner."

- 10. Paragraph 14.** Paragraph 14 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

"For purposes of facilitating a sale, development or renovation of Building 1, Lessor hereby reserves the right to relocate the entire Premises to another building upon the following terms and conditions:

(a) Lessor shall have the right to relocate the Premises, or any portion thereof, on not less than ninety (90) days prior written notice given to Government at any time during the Term or any extension or renewal thereof;

(b) The relocated Premises must be of substantially comparable sizes to the initial Premises;

(c) If the relocation occurs during the Initial Term with respect to Building 1, Lessor shall pay the costs of moving the Government, its property and equipment to the related Premises and shall improve the new Premises with improvements substantially similar to those located in the space the Government is to vacate which improvements shall include the transfer of Navy Marine Corps Internet computer access;

(d) If the relocation occurs at any time during an Extension Term with respect to Building 1, then the Government shall effectuate such relocation at no cost to the City provided that the Government shall suffer no more than a single relocation during all three extension terms;

(e) Room 175 contains the access door to the Government's Navy Marine Corps Internet server. Lessor shall ensure Room 175's access door is secured and no access shall occur by any entity other than the Lessor. Government will have access to the Internet Server via north hallway Room 187. Likewise, Lessor shall ensure the interior doors to Room 187 shall be secured from Rooms 155 and Room 156;

(f) All of the other terms, covenants and conditions of this Lease shall remain unchanged and in full force and effect."

- 11. Paragraph 18.** Paragraph 18 of Sheet 1 of the Lease shall be deleted in its entirety and replaced with the following:

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“All Notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class U.S. mail postage prepaid, properly addressed or by regular overnight delivery service such as Federal Express.

If intended for the Lessor: Alameda City Hall, 2263 Santa Clara Avenue, Alameda. CA 94501, Attn: City Manager

If intended for the Government: Navy BRAC PMO West, 33000 Nixie Way, Bldg 50, Suite 207, San Diego CA 92147, Attn: Realty Specialist, NAS Alameda”

- 12. Ratification.** Except as set forth herein, and unless specifically modified by this Amendment No. 2, all terms and conditions contained in the Lease shall remain binding upon the Parties and their respective successors and assigns as set forth in the Lease.
- 13. Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same Amendment No.2.
- 14. Exhibits.** The following exhibits are attached hereto and incorporated into the Lease:

Amendment No. 2 to U.S. Government Lease for Real Property No. N4769214RP14A01

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 2 to U.S. Government Lease for Real Property No. N4769214RP4A01 as of the day and year written above.

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

By: Amy Jo Hill
AMY JO HILL
Real Estate Contracting Officer

CITY OF ALAMEDA

DocuSigned by:
By: Erin Smith
ERIN SMITH
City Manager

APPROVED AS TO FORM

DocuSigned by:
By: LEN ASLANIAN
LEN ASLANIAN
Assistant City Attorney

RECOMMENDED FOR APPROVAL

DocuSigned by:
By: Lisa Maxwell
LISA MAXWELL
Community Development Director

