

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Alameda
 2263 Santa Clara Avenue, Room 280
 Alameda, CA 94501
 Attention: City Attorney

This document is exempt from payment of a
 recording fee pursuant to California
 Government Code Section 27383.

 Recorder's Stamp
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**REBUILDING THE EXISTING SUPPORTIVE HOUSING AT ALAMEDA POINT
(RESHAP)**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT REBUILDING THE EXISTING SUPPORTIVE HOUSING AT ALAMEDA POINT (RESHAP) (this “**First Amendment**”) dated as of this ____ day of _____, 2024 (the “**First Amendment Effective Date**”), is entered into by and among the CITY OF ALAMEDA, a municipal corporation (“**City**”), and MidPen Housing Corporation, a California nonprofit public benefit corporation (“**MidPen**”), Alameda Point Collaborative, a California nonprofit public benefit corporation (“**APC**”), Building Futures With Women and Children, a California nonprofit public benefit corporation (“**Building Futures**”), and Operation Dignity, a California public benefit corporation (“**Operation Dignity**”). Each of APC, Building Futures and Operation Dignity are referred to herein as a “**Collaborating Partner**”, and collectively, “**Collaborating Partners**”. MidPen and the Collaborating Partners are referred to herein as the “**Developer**.”

RECITALS

This First Amendment is made with reference to the following facts and circumstances:

A. The City and Developer entered into that certain DA – Development Agreement Rebuilding The Existing Supportive Housing At Alameda Point (RESHAP) dated as of October 5, 2023 and recorded January 12, 2024 as Document No. 2024008474 in the Official Records of the County of Alameda (the “**DA**”). The capitalized terms used herein shall have the meaning set forth in the DA, unless otherwise specifically provided herein.

B. Since the October 5, 2023 Effective Date of the DA, certain minor inconsistencies and inaccuracies have been identified in the DA, which require that certain technical changes be made to ensure that the terms of the DA accurately reflect the transaction contemplated thereunder. In addition, on December 11, 2023, by Resolution No. PB-23-26, the City of Alameda Planning Board adopted amendments to the RESHAP Development Plan.

C. The City is disposing of the property subject to the DA to the Developer in accordance with a Disposition and Development Agreement dated as of October 5, 2023 and pursuant to authority granted by Government Code Section 37364 which requires that 40% of the Residential Units constructed as part of the Project and the Residential Units constructed as part of the adjacent West Midway Project are affordable in accordance with the requirements of Government Code Section 37364. The RESHAP Development Plan has been amended to increase the number of Residential Units to be constructed as part of the Project in order to comply with Government Code Section 37364.

D. Developer and the City wish to enter into this First Amendment to make certain amendments to the DA, and to further effectuate the program of development contemplated by the DA and the Development Plan, as amended, in order to ensure compliance with Government Code Section 37364. The Parties have entered into this First Amendment to memorialize their understanding and commitments concerning the matters generally described above.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree as follows:

1. Recital G is hereby deleted in its entirety and the following is substituted in lieu thereof:

“The “**Project**” is a high quality, affordable supportive housing project that will serve extremely low-income, very low, and low-income residents by providing housing and supportive services that will help to break the cycle of homelessness and establish stability and opportunity in the lives of residents and create a cohesive, pedestrian-friendly, and inviting community. The Developer proposes to develop the following specified improvements consistent with the Main Street Neighborhood Plan and the Planning Documents. The Project is more fully described in the Development Plan, as amended, which is attached as Exhibit A to this First Amendment, herein incorporated by reference without limitation to define the Project as including the following components:

“a. Two-Hundred One (201) replacement residential units in newly constructed buildings replacing the 201 units currently located in the Existing Structures (the “**Replacement Units**”);

“b. One hundred thirty one (131) new residential units in newly constructed buildings (“**New Residential Units**” and with the Replacement Units, collectively, the “**Residential Units**”); and

“c. Approximately 40,000 square feet of non-residential space for community serving commercial and administrative office uses (“**Commercial Space**”).”

2. **Subsequent Approvals.** The first paragraph of Section 2.3 of the DA is hereby deleted in its entirety and replaced with the following:

“Section 2.3 **Subsequent Approvals.** The Developer and City acknowledge and agree that Developer intends to submit applications for Subsequent Approvals, as defined herein. In connection with any Subsequent Approval, the City shall conduct its review as set forth in the Main Street Neighborhood Specific Plan and exercise its discretion in accordance with Applicable Law, Project Approvals and, as provided by this Development Agreement, which grants the Developer a vested right to develop the Project in one or more phases, as that term is defined in **Section G** of the Recitals above, provided, however, the City shall not grant any Subsequent Approvals that would cause the number of Residential Units to be constructed in the Project to be reduced such that fewer than 40% of the Residential Units constructed as part of the Project and the Residential Units constructed as part of the adjacent West Midway Project are affordable units meeting the requirements of Government Code Section 37364.”
3. **Development Plan.** Exhibit B to the DA is hereby deleted in its entirety and is substituted with Exhibit A attached hereto and incorporated herein.
4. **Effect of this First Amendment.** Except as expressly modified by this First Amendment, the Development Agreement shall continue in full force and effect according to its terms, and Developer and City hereby ratify and affirm all their respective rights and obligations under the Development Agreement. In the event of any conflict between this First Amendment and the Development Agreement, the provisions of this First Amendment shall govern.
5. **Binding Agreement.** This First Amendment shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties hereto. Any reference in this First Amendment to a specifically named party shall be deemed to apply to any successor, administrator, executor, or assign of such party who has acquired an interest in compliance with the terms of this First Amendment or under law.
6. **Recordation.** The Developer shall record a copy of this First Amendment within ten (10) days following execution by the parties.
7. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same document.
8. **California Law.** This First Amendment shall be governed by and interpreted in accordance with the laws of the State of California.

9. **Invalidity.** Any provision of this First Amendment that is determined by a court of competent jurisdiction to be invalid or unenforceable shall be deemed severed from this First Amendment, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.
10. **Headings.** The headings used in this First Amendment are for convenience only and shall be disregarded in interpreting the substantive provisions of this First Amendment.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Developer have each caused this First Amendment to be duly executed on their behalf as of the First Amendment Effective Date.

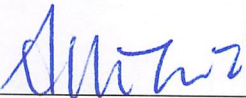
CITY:

CITY OF ALAMEDA,
a municipal corporation

By: _____

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL:

By: 

Allen Tai
Planning, Building and Transportation Director

APPROVED AS TO FORM:

By: 

Celena H. Chen
Chief Planning Counsel

ATTEST:

By: _____

Lara Weisiger
City Clerk

Signature Page to First Amendment to Development Agreement (Notary Acknowledgment Required for Principals)

DEVELOPER:

MidPen Housing Corporation, a California nonprofit public benefit corporation

By: Abigail Goldware Potluri

Name: Abigail Goldware Potluri

Title: Assistant Secretary

Alameda Point Collaborative, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Building Futures with Women and Children, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Operation Dignity, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Signature Page to First Amendment to Development Agreement (Notary Acknowledgment Required for Principals)

ACKNOWLEDGMENT

California All-Purpose Acknowledgment

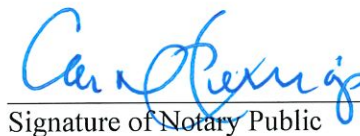
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA))
COUNTY OF ALAMEDA)) *SS.*

On February 20, 2024 before me, Carol Perrigo, Notary Public, personally appeared Abigail Goldware Potluri, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public *LS*



Attached Loose Certificate, Acknowledgment for document:

RESHAP – First Amendment to Development Agreement Rebuilding the existing Supportive Housing at Alameda Point

DEVELOPER:

MidPen Housing Corporation, a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Alameda Point Collaborative, a California nonprofit public benefit corporation

By:  _____

Name: Denis Bill

Title: EXECUTIVE DIRECTOR

See Attached Acknowledgement
Jul 20/20/24

Building Futures with Women and Children, a California nonprofit public benefit corporation

By:  _____

Name: Elizabeth Varela

Title: Executive Director

Operation Dignity, a California nonprofit public benefit corporation

By:  _____

Name: Marguerite Sachand

Title: Executive Director

Signature Page to First Amendment to Development Agreement (Notary Acknowledgment Required for Principals)

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

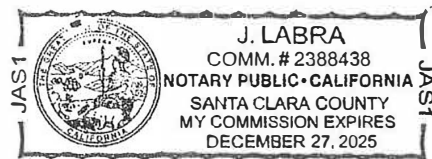
On February 20th, 2024 before me, J. Labra, Notary Public, personally

appeared, Douglas Prias _____
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]
Signature: J. Labra



Title of Document: First Amendment to Development Agreement

Total Number of Pages including Attachment: 8

Notary Commission Expiration Date: December 27, 2025

Notary Commission Number: #2388438

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

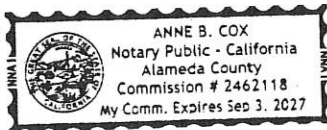
State of California

County of Alameda

On February 21, 2024 before me, Anne B Cox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth Katherine Varela,
Name(s) of Signer(s)
Marguerite Bachand

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 1st Amendment to RESTAP DA

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
AMENDED DEVELOPMENT PLAN