

## Alameda Reuse and Redevelopment Authority

### Memorandum

To: Honorable Chair and  
Members of the Alameda Reuse and Redevelopment Authority

From: John A. Russo  
Executive Director

Date: January 4, 2012

Re: Approve Amendment No. 2 to the Memorandum of Agreement between the Alameda Reuse and Redevelopment Authority and the United States Navy for the Economic Development Conveyance of Portions of the Former Naval Air Station Alameda

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### BACKGROUND

As part of the process to attract the Lawrence Berkeley National Lab (LBNL) Second Campus to Alameda Point, Alameda Reuse and Redevelopment Authority (ARRA) staff and ARRA's private development partner, Alameda Point Lab Partners (APLP), met with staff from the Department of the Navy (Navy) in San Diego on Thursday, June 16, 2011, to request a no-cost conveyance of the proposed 45-acre LBNL site at Alameda Point. Alameda Point consists of 918 acres of the former Naval Air Station Alameda (NAS Alameda). The ARRA's request was made pursuant to the NAS Alameda Community Reuse Plan (Reuse Plan) adopted in 1996 (Exhibit 1), and the ARRA and Navy Economic Development Conveyance (EDC) Memorandum of Agreement (MOA) executed in 2000, as amended (Exhibit 2). The EDC MOA authorized a no-cost conveyance of major portions of the former NAS Alameda property, including Alameda Point and Bayport, to the ARRA consistent with the Reuse Plan. (The property to be conveyed to ARRA shall be referred to as the "EDC Property.")

Soon after the June 16<sup>th</sup> meeting, the Navy agreed to move forward and convey not only the proposed LBNL Second Campus site, but the whole of the EDC Property, pursuant to the 2000 no-cost EDC MOA, subject to the ARRA agreeing to certain conditions. These conditions include ARRA's confirmation of its commitment to the Reuse Plan, to existing aspects of the EDC MOA, and to coordination on ongoing environmental clean-up issues. The Navy also requested an amendment to the EDC MOA that memorializes an enforcement mechanism in the event that ARRA develops the EDC Property in a manner inconsistent with the Reuse Plan. ARRA staff discussed these conditions with the Navy last summer; the result is an agreed-upon Term Sheet between the Navy and ARRA (Term Sheet) that provides for the no-cost conveyance of the entire EDC Property to the ARRA pursuant to the 2000 EDC MOA (Exhibit 3). The Term Sheet was approved by the ARRA on October 5, 2011.

The Term Sheet serves as the basis for Amendment No. 2 to the EDC MOA. The proposed Approval of Amendment No. 2 of the EDC MOA is the action before the ARRA this evening. (See Exhibit 4.) It is anticipated that an initial conveyance of significant portions of the EDC Property will occur next year.

## DISCUSSION

A summary of the provisions contained in Amendment No. 2 of the EDC MOA is provided below:

1. **Conveyance Schedule.** The Navy agrees to use its best efforts to convey the EDC Property according to a conveyance schedule provided as Attachment 2 to Amendment No. 2 of the EDC MOA. The following explains how the conveyance process will work pursuant to the EDC MOA, which Amendment No. 2 to the EDC MOA does not contemplate modifying:

- A. Conveyance via FOST

The EDC MOA currently requires that the ARRA accept transfer from the Navy of any parcel of the EDC Property at the former NAS Alameda, for which the Navy has executed a Finding of Suitability of Transfer (FOST). A FOST documents the environmental suitability of real property to be transferred by the Navy. The Navy performs its environmental remediation under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLA is the primary law that governs the environmental clean-up of properties subject to the Base Realignment and Closure (BRAC) process.

- B. Conveyance via FOSET

The EDC MOA also allows for the transfer of property pursuant to a Finding of Suitability of Early Transfer (FOSET), which is the transfer of real property that has not yet achieved its clean-up goals. Any transfer pursuant to a FOSET will require the approval of the Administrator of the United States Environmental Protection Agency and the concurrence of the Governor, who in practice is advised by the California Department of Toxic Substances Control on such matters. For FOSETed property, the Navy would retain all clean-up obligations associated with the CERCLA remediation process after conveyance. ARRA staff does not contemplate any transfers via FOSET at this time.

- C. Unforeseen Environmental Liability

Under both the FOST or FOSET scenarios, all liability related to unforeseen environmental conditions or issues pursuant to CERCLA

would remain with the Navy in perpetuity per CERCLA and Section 330 of the 1993 National Defense Authorization Act. The transfer of all of the EDC Property, including the potential transfer via a FOSET, would not place any additional environmental liability on the ARRA.

2. **Enforcement Mechanism.** The ARRA and Navy agree to create an enforcement mechanism in the event that the ARRA develops the EDC Property in a manner inconsistent with the Reuse Plan. Specifically, the Navy would be paid \$50,000 per market rate unit (inflated over time pursuant to the S&P/Case Shiller Home Price Index for the San Francisco Metropolitan Statistical Area) at the time a certificate of occupancy is issued for any market rate housing unit developed on the EDC Property in excess of 2,011 units. While the Reuse Plan contemplated a total of 2,737 residential units, 2,011 were expected to be constructed on EDC Property. The 2,011 units available for the EDC Property include the 586 housing units already constructed at Bayport and would allow 1,425 units of housing at Alameda Point.
3. **Use of Proceeds.** The ARRA and Navy agree to update Article 6 of the EDC MOA relating to the reinvestment of the use of proceeds from sale or lease of the property, excluding tax revenues. The reinvestment of these proceeds will be extended for an additional 25-year period.
4. **Submerged Lands.** The ARRA and Navy had previously negotiated an amendment to the EDC MOA for parcels of submerged land south and west of the runways (Additional Submerged Land Parcels), in addition to the Seaplane Lagoon, that was never executed because the Navy and ARRA were sidetracked by for-cost conveyance negotiations related to land value with the ARRA's previous master developers. The Additional Submerged Land Parcels are shown on Attachment 1 of the Amendment No. 2 of the EDC MOA.

Once the Additional Submerged Land Parcels are transferred out of federal ownership to the ARRA, they will be subject to the State of California's Public Trust Doctrine, and the ARRA will act as a trustee for these parcels on behalf of the State. As Trustee of this property, the ARRA maintains greater control over access in the channel leading to and from the Seaplane Lagoon. There will likely be restrictions placed on a portion of this property by the United State Fish and Wildlife Service and other agencies related to the foraging of Least Terns and migrating endangered fish, which are currently being discussed with the relevant parties. Any restrictions and their implications on the property would be discussed with the ARRA at a later date.

5. **Miscellaneous Updates.** Since the EDC MOA was executed in 2000, the ARRA and Navy agree to update the document to reflect current federal requirements, including Department of Defense changes to the form of quitclaim deed and requirements of the FOST process.

### FINANCIAL IMPACT

Amendment No. 2 to the EDC MOA implements the no-cost conveyance of the EDC Property pursuant to the 2000 EDC MOA, resulting in no financial impacts to the ARRA or General Fund.

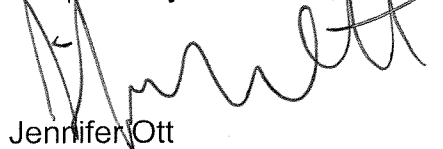
### ENVIRONMENTAL REVIEW

The approval of Amendment No. 2 to the EDC MOA between the ARRA and the Navy does not constitute a project under the California Environmental Quality Act (CEQA) because Amendment No. 2 to the EDC MOA does not develop any legal commitment to any feature of the project, except what has already been approved and subject to environmental review pursuant to the Reuse Plan Environmental Impact Report, and does not preclude any alternatives or mitigation measures, if the future land use changes from the Reuse Plan.

### RECOMMENDATION

Approve Amendment No. 2 to the Memorandum of Agreement between the Alameda Reuse and Redevelopment Authority and the United States Navy for the economic development conveyance of portions of the former Naval Air Station Alameda.

Respectfully submitted,



Jennifer Ott  
Chief Operating Officer – Alameda Point

### Exhibits:

1. Naval Air Station Alameda Community Reuse Plan, dated January 1996 – on file in City Clerk's Office
2. Memorandum of Agreement between the United States of America Acting by and through the Secretary of the Navy United States Department of the Navy and the Alameda Reuse and Redevelopment Authority for the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority, dated June 6, 2000 and First Amendment, dated July 31, 2001 – on file in City Clerk's Office

3. Term Sheet for Amendment to the Memorandum of Agreement for the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority
4. Amendment No. 2 to the Memorandum of Agreement between the United States of America Acting by and through the Secretary of the Navy United States Department of the Navy and the Alameda Reuse and Redevelopment Authority for Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority

Execution Version 9/21/2011

**Term Sheet for Amendment (No. 2) to the  
Memorandum of Agreement for the Conveyance  
of Portions of the Naval Air Station Alameda  
from the United States of America  
to the Alameda Reuse and Redevelopment Authority**

**Purpose:**

This term sheet ("**Term Sheet**") dated October 5, 2011, by and between the United States of America, acting by and through the Department of the Navy ("**Navy**") and the Alameda Reuse and Redevelopment Authority ("**ARRA**") (hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**"), is entered into for the purpose of summarizing the agreed upon terms and conditions that will form the basis for Amendment (No.2) to the *Memorandum of Agreement for the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority*, executed June 6, 2000 (hereinafter referred to as the "**EDC Agreement**").

**Background:**

In 1993, the Defense Base Closure and Realignment Commission recommended the closure of the former Naval Air Station Alameda ("**NAS Alameda**"). In accordance with the Defense Base Closure and Realignment Act of 1990, as amended, NAS Alameda was closed and a portion of the property that comprised the former NAS Alameda was declared surplus and made available for disposal.

As the Federally recognized local redevelopment authority for NAS Alameda, the ARRA prepared and adopted in January 1996, and subsequently amended in September 1997, the "NAS Alameda Community Reuse Plan" (the "**Reuse Plan**").

By application dated October 1997 and amendment to that application dated December 1998, the ARRA applied for a No-Cost Economic Development Conveyance to acquire portions of NAS Alameda ("**EDC Application**"), to be developed in accordance with the Reuse Plan.

The Navy approved the No-Cost EDC Application, and in accordance with the provisions of the National Environmental Policy Act of 1969, as amended ("**NEPA**"), the Navy prepared an Environmental Impact Statement ("**EIS**") for disposal of the surplus NAS Alameda property. A Record of Decision (hereinafter referred to as the "**NEPA ROD**")

## Term Sheet Between ARRA and the Navy

Page 2.

regarding the disposal, and which endorsed the Reuse Plan, was issued by the Navy on February 29, 2000.

The Navy and the ARRA subsequently negotiated and executed the EDC Agreement. Those portions of NAS Alameda subject to the EDC Agreement shall be described hereinafter as the “**EDC Property.**”

### Terms:

Therefore, based on the Parties’ respective confirmation and commitment to the goals, objectives, and requirements contained in the EDC Agreement, the Parties agree to amend the EDC Agreement as follows:

1. The Parties hereby re-confirm their commitment to the transfer and conveyance of the EDC Property as set forth in Article 3 of the EDC Agreement. In furtherance of this commitment, the Parties agree to develop a comprehensive conveyance strategy for the remainder of the EDC Property.

2. While the liabilities and responsibilities of the Parties for environmental remediation of the EDC Property remain as required under Federal law and the EDC Agreement, the Parties agree to collaborate to resolve any environmental remediation issues and concerns in an expeditious and cooperative manner and to seek cooperatively to address environmental regulator requirements, issues and concerns relating to the EDC Property.

3. The Reuse Plan addresses a planning area greater than the EDC Property boundaries. Nevertheless, the Reuse Plan and the EDC Agreement contemplate that two thousand and eleven (2,011) residential units will be constructed on the EDC Property (hereinafter referred to as the “**Residential Base-Line Amount**”). To ensure that the ARRA develops the EDC Property in a manner that is consistent with the Reuse Plan and the NEPA ROD, the ARRA shall prepare and submit to the Navy an annual comprehensive and cumulative report that identifies the number of housing units for which a certificate of occupancy has been issued on the EDC Property during the reporting period (“**Unit Report**”). The Unit Report shall be provided to the Navy annually within ninety (90) days following the completion of the ARRA’s fiscal year and shall continue until such time as the EDC Property is fully developed. In the event that the ARRA develops the EDC Property in a manner that is inconsistent with the Reuse Plan and the NEPA ROD, for every market-rate residential unit granted a certificate of occupancy in excess of the Residential Base-Line Amount (“**Excess Residential Unit**”), as reflected in the annual Unit

Report, the ARRA shall pay the Navy the fixed sum of fifty thousand dollars (\$50,000.00), adjusted for inflation based on the Consumer Price Index for the San Francisco Bay area, or other index to be agreed upon by the Parties, for each such market-rate residential unit within three (3) months following the submission of such Unit Report.

4. To expedite the conveyance and redevelopment of the EDC Property in accordance with the Reuse Plan and the NEPA ROD, the Navy commits its best effort to convey all of its right, title and interest in all EDC Property to the ARRA in multiple phases in accordance with the conveyance schedule set forth in Exhibit "A" ("**Conveyance Schedule**"), attached and made a part of this Term Sheet. The Conveyance Schedule shall reflect (i) the EDC Property that will be conveyed following the execution of a Finding of Suitability to Transfer ("**FOST**") and the anticipated conveyance date, and (ii) the EDC Property that will be conveyed following the execution of a Finding of Suitability for Early Transfer ("**FOSET**") and the anticipated date a Covenant Deferral Request ("**CDR**") will be submitted to the Governor for such FOSET, if applicable. For any portion of the EDC Property that is not scheduled to be conveyed to the ARRA on or before December 2012, the ARRA and the Navy shall meet and consider, during drafting of the EDC Amendment, whether to proceed with a Covenant Deferral Request and Early Transfer of such portions of the EDC Property, which the Parties acknowledge and agree may lead to corresponding changes to Exhibit A.

5. The Navy shall prepare and submit to the ARRA an annual comprehensive and cumulative report that identifies any changes in the Conveyance Schedule and the new conveyance date for each EDC Property parcel that remains to be conveyed to the ARRA pursuant to the EDC Agreement ("**Conveyance Report**"). The Conveyance Report shall be provided to the ARRA annually until such time as all of the EDC Property is conveyed in fee to the ARRA.

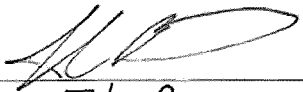
6. Since the EDC Agreement was executed in 2000, the Parties agree that certain provisions of the EDC Agreement require revision and update in order to reflect current Federal, Department of Defense and Navy requirements. The amendment to the EDC Agreement will reflect those revisions. Among other revisions, the Parties understand and agree that Article 6 of the EDC Agreement relating to the Use of Proceeds from Sale or Lease shall be extended for an additional twenty-five (25) year period to reflect the Conveyance Schedule and the need for infrastructure improvements.



7. The Parties shall negotiate and execute an amendment to the EDC Agreement to implement the terms and conditions set forth above. The validity of this Term Sheet is expressly and wholly contingent upon the execution of an amendment to the EDC Agreement.

APPROVED:

ALAMEDA REUSE AND  
REDEVELOPMENT AUTHORITY

  
Name: John Russo.  
Title: Executive Director

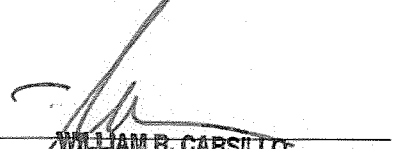
Date: 10/11/11

APPROVED TO FORM:

By: 

APPROVED:

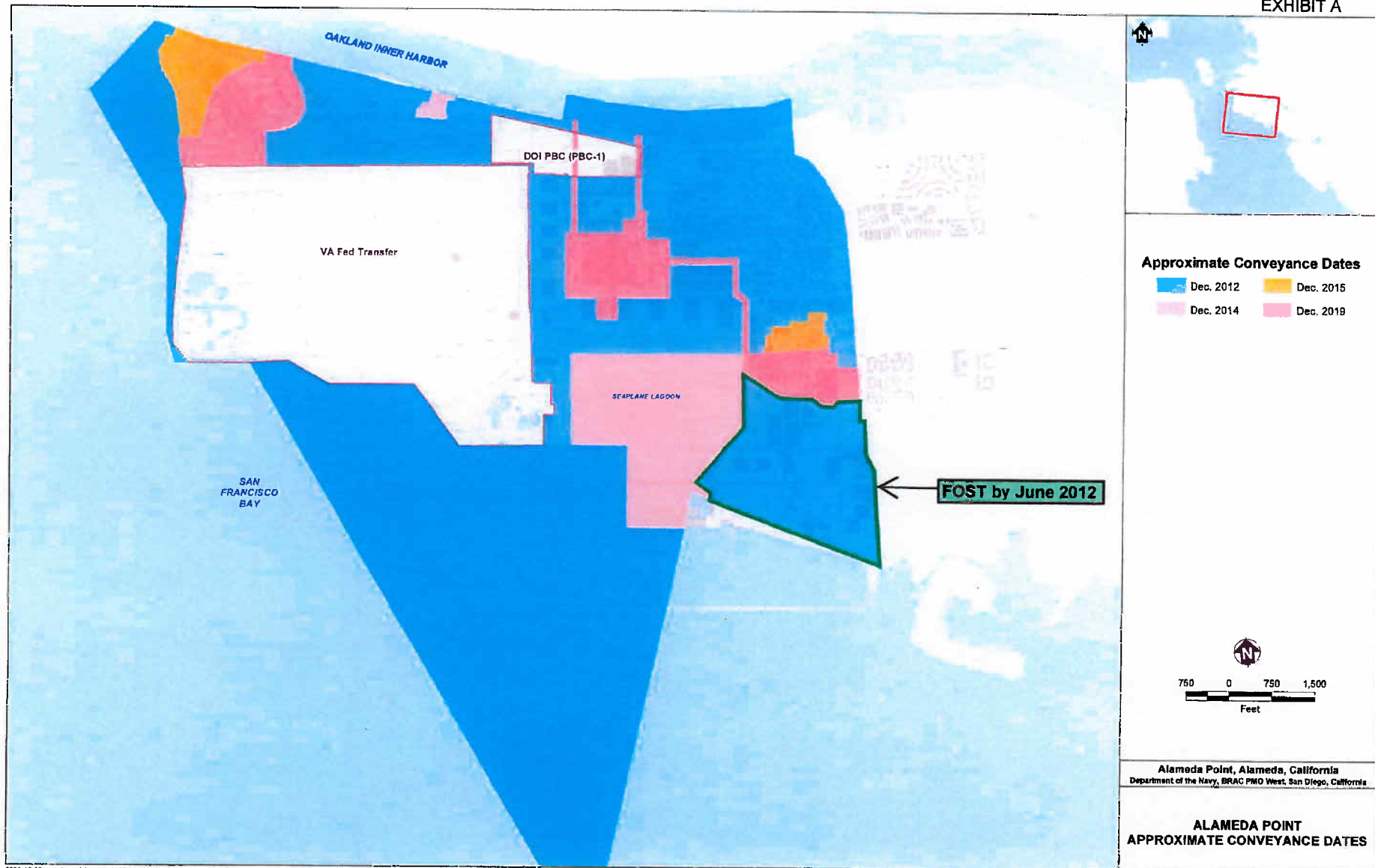
DEPARTMENT OF THE NAVY

  
Name: WILLIAM R. CARSILO  
Title: REAL ESTATE CONTRACTING OFFICER  
DEPARTMENT OF THE NAVY

Date: 11-7-11

WITNESS:

By: 



Execution Version 12-8-2011

**AMENDMENT NO. 2  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE SECRETARY OF THE NAVY  
UNITED STATES DEPARTMENT OF THE NAVY  
AND  
THE ALAMEDA REUSE AND REDEVELOPMENT  
AUTHORITY  
FOR CONVEYANCE OF  
PORTIONS OF THE NAVAL AIR STATION ALAMEDA  
FROM  
THE UNITED STATES OF AMERICA  
TO  
THE ALAMEDA REUSE AND REDEVELOPMENT  
AUTHORITY**

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**AMENDMENT NO. 2  
TO THE  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
ACTING BY AND THROUGH  
THE SECRETARY OF THE NAVY  
UNITED STATES DEPARTMENT OF THE NAVY  
AND  
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY  
FOR CONVEYANCE OF  
PORTIONS OF THE NAVAL AIR STATION ALAMEDA  
FROM  
THE UNITED STATES OF AMERICA  
TO  
THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**

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**THIS AMENDMENT NO. TWO (2)** to the Memorandum of Agreement between the United States of America acting by and through the Secretary of the Navy, United States Department of the Navy, and the Alameda Reuse and Redevelopment Authority for Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority dated June 6, 2000 (“Agreement”) is entered into on this \_\_\_\_\_ day of January, 2012 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (“Government”), and **THE ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY** (“Authority”), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. Government and Authority are sometimes referred to herein collectively as the “Parties.”

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**RECITALS**

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**WHEREAS**, the Parties entered into the Agreement for the “No Cost” Economic Development Conveyance (“EDC”) to the Authority of a portion of the former Naval Air Station Alameda (“Property”), as amended, pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 174);

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**WHEREAS**, the Parties entered into that certain Term Sheet for Amendment (No. 2) to the Memorandum of Agreement for the Conveyance of Portions of the Naval Air Station Alameda from the United States of America to the Alameda Reuse and Redevelopment Authority dated October 5, 2011 (“Term Sheet”);

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**WHEREAS**, through the Term Sheet, the Parties each reconfirmed their commitment to the goals, objectives, and requirements contained in the Agreement. Nevertheless, to ensure the Property is developed in accordance with the 1996 NAS Alameda Community Reuse Plan

1 (“Reuse Plan”), the Parties agree to include in the Agreement an enforcement mechanism to  
2 deter development different from that contemplated by the Reuse Plan;

3  
4 **WHEREAS**, the Parties wish to enter into this Amendment in order to implement those  
5 agreements contained in the Term Sheet; and

6  
7 **WHEREAS**, subsequent to the execution and delivery of the Agreement, the Parties  
8 determined that in accordance with the Reuse Plan, it will be desirable and necessary to include  
9 within the scope of the Agreement certain additional submerged land and improvements (the  
10 “**Submerged Land**”), described in Exhibit “K” attached hereto.

11  
12 **NOW, THEREFORE**, in consideration of the foregoing premises and the respective  
13 representations, agreements, covenants and conditions herein contained, and other good and  
14 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
15 Parties agree as follows.

16  
17 **AGREEMENTS**

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19 **Article 1. Conveyance Schedule.**

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21 a. Article 3(b) of the Agreement is hereby deleted in its entirety and replaced with  
22 the following:

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24 “(b) The Property shall be conveyed in fee simple by one or more good and  
25 sufficient Quitclaim Deeds. The Government shall use best efforts to convey all of its right, title  
26 and interest in the Property in accordance with the conveyance schedule attached hereto as  
27 Exhibit L (“Conveyance Schedule”). The Government shall prepare and submit to the Authority  
28 an annual comprehensive and cumulative report that provides an update on the status of all  
29 parcels not yet transferred in accordance with the Conveyance Schedule (“Conveyance Schedule  
30 Report”). The Conveyance Schedule Report shall identify any amended dates for conveyance of  
31 the Property, if necessary. The first Conveyance Schedule Report shall be provided to the  
32 Authority on or before the one year anniversary of Amendment No. 2 to Agreement, and shall be  
33 provided annually thereafter until such time as all of the Property is conveyed in fee to the  
34 Authority.”

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36 **Article 2. Enforcement Mechanism to Ensure Compliance with the Reuse Plan.**

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38 a. The following section (g) is hereby added at the end of Article 3 of the  
39 Agreement:

40  
41 “(g) The Parties recognize that the Reuse Plan contemplated a total of two  
42 thousand seven hundred and thirty seven (2,737) residential units, with two thousand and eleven  
43 (2,011) residential units being constructed on the Property subject to the Agreement (the  
44 “Residential Base-Line Amount”).

1                   1.       The Authority shall prepare and submit to the Government an  
2 annual comprehensive and cumulative report that identifies the number of residential units for  
3 which a certificate of occupancy has been issued on the Property during the reporting period  
4 (“Unit Report”).

5  
6                   2.       The first Unit Report shall contain a cumulative count of the  
7 existing residential units constructed on the Property and shall be provided to the Government on  
8 September 30, 2012. Subsequent Unit Reports shall be provided to the Government annually  
9 within ninety (90) days following the completion of the Authority’s fiscal year and shall continue  
10 until such time as the Property is fully developed.

11  
12                   3.       In the event that a Unit Report identifies that the Residential Base-  
13 Line Amount is exceeded on the Property, for every market-rate residential unit granted a  
14 certificate of occupancy (“Excess Residential Unit”), the Authority shall pay the Government the  
15 fixed sum of Fifty Thousand Dollars (\$50,000.00). Such sum shall be adjusted for inflation  
16 based on the difference between the Case-Shiller Home Price Index for the San Francisco Bay  
17 area (i) as of the date of the first conveyance of a portion of the Property in fee subsequent to the  
18 execution of Amendment No. 2 to the Agreement, and (ii) as of the date that land for such  
19 market-rate residential unit is conveyed to a third party by the Authority. Any such payments  
20 due to the Government shall be paid by the Authority within three (3) months following the  
21 submission of such Unit Report.”

22  
23 **Article 3.       Use of Proceeds from Sale or Lease.**

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25                   a.       Article 6 of the Agreement is hereby amended as follows:

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27                   1.       In subparagraph (a): delete “during the first seven years after the  
28 recordation of the first Deed for a part of the Property” and replace with “during the twenty-five  
29 (25) year period following the execution of Amendment No. 2 to the Agreement”.

30  
31                   2.       Delete subparagraph (d) in its entirety and replace with the following:

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33                   “(d) Authority shall submit to the Government an annual financial statement  
34 certified by an independent certified public accountant. The statement shall cover the  
35 Authority’s use of proceeds it receives from the sale, lease, or equivalent use of the Property.  
36 The first statement shall cover the period beginning July 1, 2012, the first day of the Authority’s  
37 fiscal year, and ending on June 30, 2013, the last day of the Authority’s fiscal year, and each  
38 subsequent statement shall cover the Authority’s previous fiscal year. The statement shall be  
39 delivered to the Government annually within sixty (60) days of the end of Authority’s fiscal  
40 year.”

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42 **Article 4.       Addition of Submerged Land.**

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44                   The definition of “Property” as defined in Article 2 of the Agreement is amended to  
45 include the property described as “Submerged Land” and depicted on Exhibit “K” attached to  
46 this Amendment No. 2 and made part of the Agreement.

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2 **Article 5. Miscellaneous Updates to Agreement**  
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4 a. Form of Quitclaim Deeds. Article 3(c) of the Agreement is amended to add at the  
5 end thereof, the following new sentences:  
6

7 “The Quitclaim Deed attached as Exhibit “B-2” to the Agreement, form of quitclaim deed  
8 for a conveyance of any portion of the Property to be conveyed following the due execution of a  
9 FOSET, and the Quitclaim Deed attached as Exhibit “B-3” to the Agreement, form of quitclaim  
10 deed for a conveyance of any portions of the Property other than EDC-4, the East Housing  
11 Portion, to be conveyed following the due execution of a FOST, shall be updated at the time of  
12 conveyance of such Property to incorporate the changes prescribed in Paragraphs 5.1.2, 5.5, 5.8,  
13 5.9, 5.10 and 5.11 of DoD Instruction 4165.72 issued December 21, 2007. Any and all such  
14 references in the Agreement to Exhibits “B-2” and “B-3” as the forms of quitclaim deeds to be  
15 used for the conveyance of the Property shall now mean those forms of quitclaim deeds updated  
16 to incorporate the changes prescribed by DoD Instruction 4165.72 issued December 21, 2007.”  
17

18 b. FOST Process. Recital 4 of the Agreement is amended to add at the end thereof,  
19 the following new sentence:  
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21 “Such FOSTs or FOSETs prepared after March 1, 2006, were, or shall be, prepared, in  
22 accordance with the Base Redevelopment and Realignment Manual dated March 1, 2006 (the  
23 “BRRM”).”  
24

25 c. Notices. The Parties listed in Article 15 of the Agreement are hereby deleted and  
26 replaced with the following:  
27

28 “If to Authority: Executive Director  
29 Alameda Reuse and Redevelopment Authority  
30 Alameda City Hall  
31 2263 Santa Clara Avenue  
32 Room 380  
33 Alameda, CA 94501  
34 Facsimile: 510-865-4048  
35

36 “With a copy to: General Counsel  
37 Alameda Reuse and Redevelopment Authority  
38 Alameda City Hall  
39 2263 Santa Clara Avenue  
40 Room 280  
41 Alameda, CA 94501  
42 Facsimile: 510-748-4691  
43

44 “And to: George Schlossberg, Esq.  
45 Kutak Rock LLP  
46 1101 Connecticut Avenue, NW

1 Suite 1000  
2 Washington, DC 20036  
3 Facsimile: 202-828-2488  
4

5 "If to Government: Director, Base Realignment and Closure Program  
6 Management Office  
7 Naval Facilities Engineering Command  
8 1455 Frazee Road, Suite 900  
9 San Diego, CA 92108  
10 Facsimile: (619) 532-0780"  
11

12 e. Dispute Resolution Managers. The second sentence of Article 26(b) of the  
13 Agreement shall be amended to read as follows:  
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15 "The Director, Base Realignment and Closure Program Management Office, Naval  
16 Facilities Engineering Command and the Executive Director of the Authority shall serve as  
17 Dispute Resolution Managers for their respective organizations."  
18

19 **Article 6. Survival and Benefit**  
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21 a. Unless defined separately, the terms used in this Amendment No. 2 shall be the  
22 same as used and defined in the Agreement.  
23

24 b. Except as set forth herein, and unless modified specifically by this Amendment  
25 No. 2, the terms and conditions contained in the Agreement shall remain binding upon the  
26 Parties and their respective successors and assigns as set forth in the Agreement.  
27

28 **[Signatures on the Following Page]**  
29



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

4  
5 **UNITED STATES OF AMERICA,**  
6 **Acting by and through the Department of the Navy**

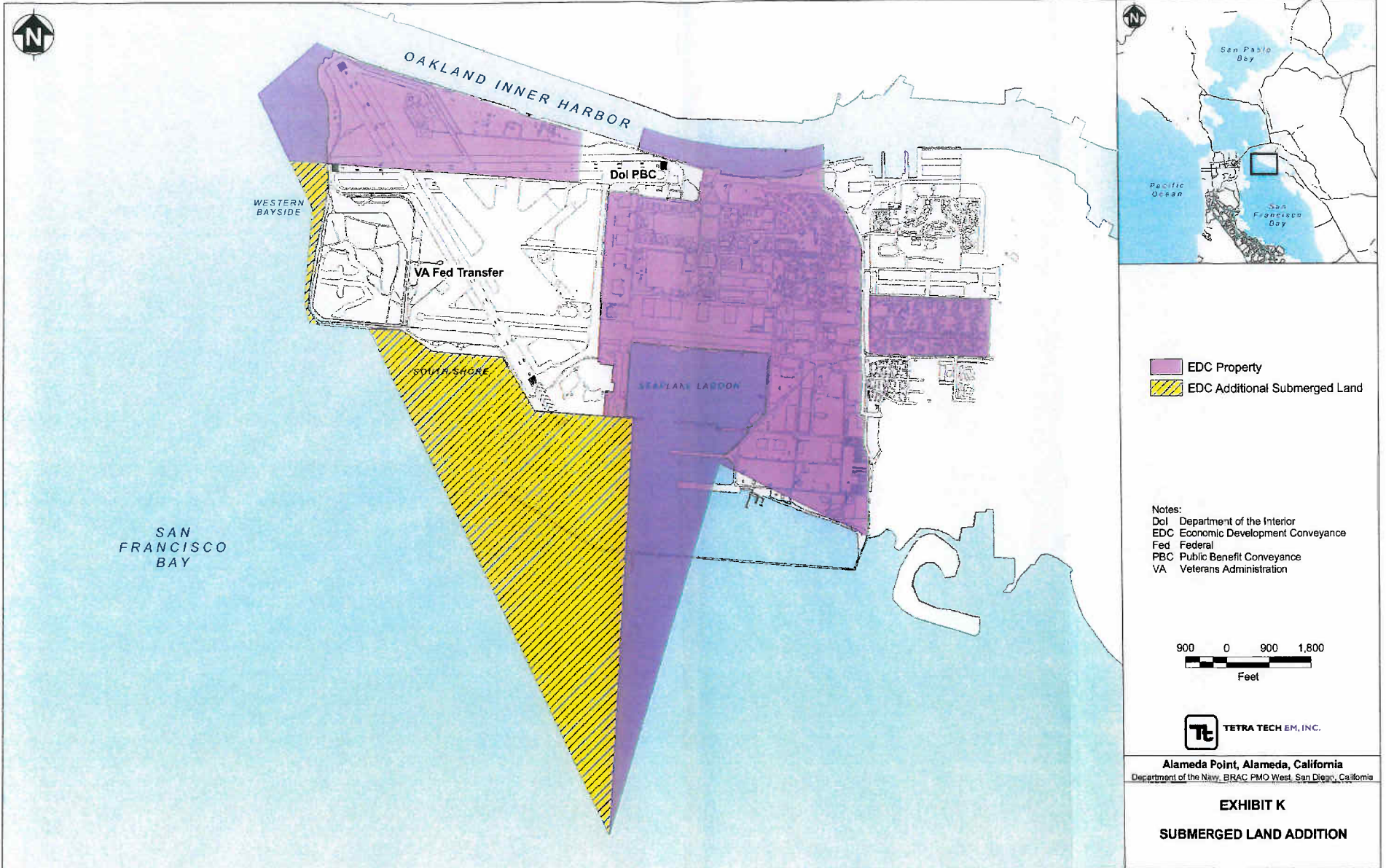
7  
8  
9  
10 \_\_\_\_\_  
11 Name: William R. Carsillo  
12       Real Estate Contracting Officer  
13       Department of the Navy  
14  
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16  
17 **ALAMEDA REUSE AND REDEVELOPMENT AUTHORITY**  
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21 \_\_\_\_\_  
22 Name:  
23 Title:  
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28

**ATTACHMENT 1**

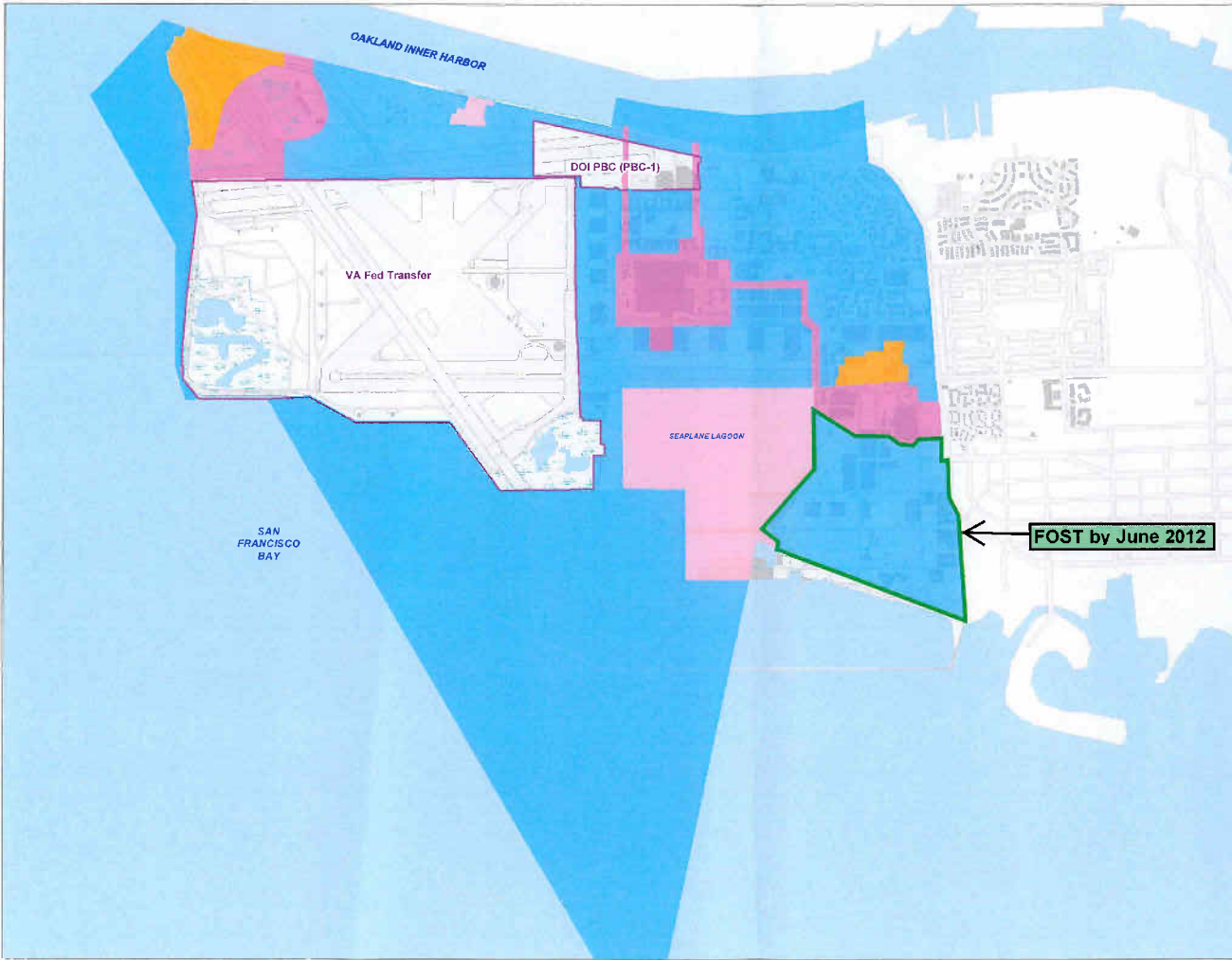
**Exhibit K to the Agreement  
Submerged Land Addition**



**ATTACHMENT 2**

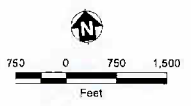
**Exhibit L to the Agreement  
Conveyance Schedule**

EXHIBIT L



Approximate Conveyance Dates

- Dec. 2012 (Blue)
- Dec. 2015 (Orange)
- Dec. 2014 (Pink)
- Dec. 2019 (Dark Pink)



Alameda Point, Alameda, California  
Department of the Navy, BRAC PMO West, San Diego, California

ALAMEDA POINT  
APPROXIMATE CONVEYANCE DATES