

**AMENDMENT TO QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION**  
**PURSUANT TO CALIFORNIA CIVIL CODE § 1471**

THIS AMENDMENT TO DEED is made this \_\_\_\_\_ day of July, 2019, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Education, acting by John D. Cogdill, Director, Federal Real Property Assistance Program, Office of Management, (“GRANTOR”) pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended (“Act”), 40 U.S.C. §550(b); the Department of Education Organization Act of 1979, 20 U.S.C. §3401 et seq., and Alameda City Unified School District, a public school district under the laws of the State of California, having a principal place of business at 2060 Challenger Drive in Alameda, California (“GRANTEE”).

**I. RECITALS**

1. By Quitclaim Deed and Environmental Restriction Pursuant to California Civil Code § 1471 dated August 29, 2018 (“DEED”) the UNITED STATES OF AMERICA, acting by and through the Secretary of Education, acting by John D. Cogdill, Director, Federal Real Property Division, Office of Management, conveyed certain real property located in the County of Alameda, State of California, known as a portion of the former Alameda Naval Air Station, and consisting of approximately 6.73 acres of improved land, more or less, (“Property”) to GRANTEE. The DEED was recorded on September 14, 2018 as Document 2018179714 in the Official Records of Alameda County, State of California. The Property is more particularly described in pages two (2) through four (4) of the DEED.

2. The conveyance was made expressly subject to certain covenants and conditions subsequent contained in the DEED, which GRANTEE expressly assumed and agreed to observe and perform, including a requirement that the Property be utilized solely and continuously for the

educational purposes set forth in accordance with the proposed program and plan of GRANTEE described in its Application dated April 28, 2015, and for no other purposes for a period of thirty (30) years from the date of the DEED.

3. GRANTOR and GRANTEE wish to amend the DEED to provide that the Property shall be utilized for educational purposes as defined in the July 1, 2019 amended application. GRANTOR has approved the amended application of GRANTEE at eighty percent (80%) Public Benefit Allowance.

4. Notice of the proposed action was been given to the U.S. General Services Administration and on July 8, 2019 no objection was interposed thereto.

## II. AGREEMENT

IN VIEW OF THE FOREGOING, and in consideration of \$396,000.00, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained in the DEED and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR and GRANTEE agree to amend the DEED as follows:

5. The thirty (30) year period of restrictions set forth and established under condition subsequent number 1 on pages four (4) and five (5) of the DEED shall be extended so that it expires July \_\_\_\_, 2049.

6. The proposed program and plan as set forth in the application of the GRANTEE dated April 28, 2015, shall be amended to require that the Property henceforth be utilized for educational purposes as defined in the July 1, 2019 amended application.

7. GRANTEE understands and agrees that it shall not allow the Property to become encumbered in any manner without the advance, written authorization of GRANTEE as provided in the DEED and Federal regulations that govern its ownership of the Property.

8. Every reference in the DEED to the thirty (30) year period of restrictions shall be extended as provided in paragraph number five above. The thirty-one (31) year period provided in the covenant on page seven (7) of the DEED for the UNITED STATES OF AMERICA to exercise its option to re-enter the premises for breach of conditions subsequent 1, 2, 3 and 4 in the DEED and revert title to the Property shall also be extended until July \_\_\_\_, 2050.

9. For the purposes of calculating the cost of abrogation as provided on pages 10 and 11 of the DEED, GRANTOR and GRANTEE agree that GRANTEE shall receive no public benefit allowance for the period August 29, 2018 through July \_\_\_\_, 2019. The formulae contained in paragraph 15(b) shall be amended to read as follows:

(b) Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:

(1) multiplied by the percentage Public Benefit Allowance of eighty percent (80%) granted as a result of the 2019 amended application,

(2) divided by 360, and

(3) multiplied by the number of months, or any *portion* thereof, of the remaining period of restrictions to be abrogated (from the date of this Amendment To Quitclaim Deed And Environmental Restriction Pursuant To California Civil Code § 1471).

10. The sole purpose of this Amendment To Quitclaim Deed And Environmental Restriction Pursuant To California Civil Code § 1471 is to amend the August 29, 2018 DEED only as set forth herein. GRANTOR and GRANTEE agree that the Amendment To Quitclaim Deed And Environmental Restriction Pursuant To California Civil Code § 1471 does not otherwise alter, revise, change or amend any covenants, conditions, restrictions or other terms

contained in the DEED except as provided herein, and that such covenants, conditions, restrictions and other terms shall remain in full force and effect.

TO INDICATE THEIR AGREEMENT to the provisions contained in this instrument, GRANTOR and GRANTEE have executed this Amendment To Quitclaim Deed And Environmental Restriction Pursuant To California Civil Code § 1471 as of the date and year first above written.

GRANTOR

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of Education

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John D. Cogdill, Director  
Federal Real Property Assistance Program  
Office of Finance and Operations  
U.S. Department of Education

GRANTOR ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA)

On this \_\_\_\_\_ day of July, 2019, personally appeared before me, a Notary Public in and for the District of Columbia, John D. Cogdill, Director, Federal Real Property Assistance Program, Office of Finance and Operations, U.S. Department of Education, acting for the UNITED STATES OF AMERICA and the Secretary of Education, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and DEED for the purposes and consideration herein expressed and with full authority and as the free and voluntary act and DEED of the UNITED STATES OF AMERICA and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal in the District of Columbia as of the date and year first above written.

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Notary Public

My Commission Expires: \_\_\_\_\_

GRANTEE ACCETANCE

GRANTEE HEREBY ACCEPTS this Amendment To Quitclaim Deed And  
Environmental Restriction Pursuant To California Civil Code § 1471 and agrees to all the terms,  
covenants, conditions and restrictions contained herein.

GRANTEE

Alameda City Unified School District

\_\_\_\_\_  
Shariq Khan  
Chief Business Officer

GRANTEE ACKNOWLEDGEMENT

COUNTY OF ALAMEDA )

STATE OF CALIFORNIA )

On this \_\_\_\_\_ day of July, 2019, personally appeared before me, a Notary Public in and  
for the State of California, Shariq Khan, Chief Business Officer, known to me to be the same  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he  
executed the same on the date hereof as his free and voluntary act and deed for the purposes and  
consideration herein expressed and with full authority and the free and voluntary act and deed of  
the Alameda City Unified School District.

IN WITNESS WHEREOF, I have set my hand at seal at Alameda, California, as of the  
date and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_