

EXHIBIT AA

Form of Authority Quitclaim Deed

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

**Treasure Island Development Authority
c/o Office of Economic and Workforce
Development
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attention:**

Recorder's Stamp

Authority Quitclaim Deed

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (the "**Authority**"), does hereby quitclaim to TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California limited liability company ("**Developer**"), all of the Authority's right, title and interest in and to all of that real property located in the City and County of San Francisco, California described in Exhibit AA-1 attached hereto.

AUTHORITY:

Authorized by Authority Resolution
No. _____ adopted

TREASURE ISLAND DEVELOPMENT
AUTHORITY,
a California nonprofit public benefit corporation

Approved as to Form:
DENNIS HERRERA,
City Attorney

By: _____
Name: _____
Deputy City Attorney

By: _____
Name: _____
Title: _____

DEVELOPER:

TREASURE ISLAND COMMUNITY
DEVELOPMENT, LLC,
a California limited liability company

By: UST Lennar HW Scala SF Joint Venture,
a Delaware general partnership
its co-Managing Member

By: _____
Name: Kofi Bonner
Its: Authorized Representative

By: KSWM Treasure Island, LLC,
a California limited liability company
its co-Managing Member

By: WMS Treasure Island
Development I, LLC,
a Delaware limited liability company
its Member

By: Wilson Meany Sullivan LLC,
a California limited liability company
its Sole Member and Manager

By: _____
Name: Chris Meany
Title: Co-Managing Member

TREASURE ISLAND COMMUNITY
DEVELOPMENT, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

(Seal)

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

(Seal)

EXHIBIT AA-1

Legal Description

[ATTACHED]

EXHIBIT BB

Form of Certificate of Completion

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

**Treasure Island Development Authority
c/o Office of Economic and Workforce
Development
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attention: _____**

Recorder's Stamp

CERTIFICATION OF COMPLETION

WHEREAS, pursuant to Section 9.2 of that certain Disposition and Development Agreement (as it may be amended from time to time and including all exhibits and attachments thereto, the "**DDA**") by and between Treasure Island Community Development, LLC, a California limited liability company ("**Developer**"), and the Treasure Island Development Authority, a California nonprofit public benefit corporation (the "**Authority**"), dated for reference purposes as of ____, 2011 and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on _____, 2011 as Document No. _____ at Reel ____, Image ____, Developer did undertake certain obligations to construct certain Improvements on certain real property situated in the City and County of San Francisco, State of California, which Improvements are particularly described in Exhibit BB-1 hereto (the "**Completed Improvements**") and which property is more particularly described in Exhibit BB-2 hereto (the "**Property**");

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings set forth in the DDA; and

WHEREAS, the Authority has conclusively determined that the construction obligations of Developer as specified in the DDA with respect to the Completed Improvements have been fully performed in accordance with the Construction Documents therefor [with the exception of the following: _____]; and

WHEREAS, the Authority's determination regarding the above construction obligations is not directed to, and the Authority assumes no responsibility for, engineering or structural

matters, latent defects, or compliance with building codes and regulations or applicable law regarding construction standards: and

[WHEREAS, together with all previously issued Certificates of Completion with respect to the Property, the Authority has conclusively determined that all of the construction obligations of Developer as specified in the DDA with respect to the Property have been fully performed.]

NOW, THEREFORE, as provided in the DDA, with respect to the Completed Improvements and the Property, and subject to the foregoing provisions hereof, the Authority does hereby certify that the Completed Improvements have been fully performed and completed as set forth above [except for the following_____].

Nothing contained in this instrument shall modify in any other way any other provisions of the DDA or any other provision of any documents incorporated in the DDA, including the survival provisions contained therein.

Upon recordation of this Certificate of Completion, the provisions of the DDA requiring construction and completion of the Completed Improvements shall be deemed satisfied.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Authority has executed this Certificate of Completion as of _____, 20__.

AUTHORITY:

Authorized by Authority Resolution
No. _____ adopted _____, 20__.

Approved as to Form:
DENNIS J. HERRERA,
City Attorney

TREASURE ISLAND DEVELOPMENT
AUTHORITY,
a California nonprofit public benefit
corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Executive Director

EXHIBIT BB-1

[Completed Improvements]

1.

EXHIBIT BB-2

[Property]

EXHIBIT CC

**DISPOSITION AND DEVELOPMENT AGREEMENT
(TREASURE ISLAND AND YERBA BUENA ISLAND)**

DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE

TABLE OF CONTENTS

1.	INTRODUCTION	1
1.1	REVIEW PROCESS.....	1
1.1.1	Overview of Review Process.....	1
1.1.2	Priority Project.....	2
1.1.3	Developer, Authority and City Roles in the DRDAP Process.....	2
1.1.4	Arts Commission Design Review.....	3
1.1.5	Planning Department and Planning Commission Roles in Major Phase/Sub-Phase Applications.....	4
1.1.6	CAB Comment on Document Submittals.....	4
1.1.7	Subdivision Map Review.....	4
1.1.8	[Reserved].....	5
1.1.9	[Reserved].....	5
1.1.10	Consistency with Development Requirements and Previous Approvals....	5
1.1.11	Other Governmental Entity Approvals.....	5
1.1.12	Review Periods.....	5
2.	SUMMATION OF DOCUMENT SUBMITTALS.....	5
3.	STREETSCAPE MASTER PLAN, CONCEPTUAL PARKS AND OPEN SPACE MASTER PLAN, AND SIGNAGE MASTER PLAN APPROVALS.....	6
3.1	APPLICATION PROCESS.....	6
3.1.1	Pre-Submission Conference for Streetscape Master Plan.....	6
3.1.2	Submission.....	6
3.2	REVIEW BY AUTHORITY AND CITY AGENCIES.....	7
3.2.1	Authority Review - Initial.....	7
3.2.2	City Agency Review – Complete Master Plan Application.....	7
3.2.3	Authority Review – Complete Master Plan Application.....	7
4.	MAJOR PHASE APPROVALS.....	8
4.1	APPLICATION PROCESS.....	8
4.1.1	Pre-Submission Conference.....	8
4.1.2	Submission.....	8
4.2	REVIEW BY AUTHORITY AND CITY AGENCIES.....	9
4.2.1	Authority Review - Initial.....	9
4.2.2	City Agency Review – Complete Major Phase Application.....	9
4.2.3	Authority Review - Complete Major Phase Application.....	9
4.2.4	Authority Review - Approval Standard.....	10
4.2.5	Amendments to Major Phase Approvals.....	11
4.2.6	Amendments to Phasing Plan.....	11
5.	SUB-PHASE APPROVALS.....	11
5.1	APPLICATION PROCESS.....	12
5.1.1	Pre-Submission Conference.....	12
5.1.2	Submission.....	12
5.2	REVIEW BY AUTHORITY AND CITY AGENCIES.....	13

EXHIBIT CC

5.2.1 Authority Review - Initial..... 13

5.2.2 City Agency Review – Complete Sub-Phase Application..... 13

5.2.3 Authority Review - Complete Sub-Phase Application 13

5.2.4 Authority Review - Approval Standard 14

5.2.5 Amendments to Sub-Phase Approvals..... 15

5.2.6 Amendments to Phasing Plan 15

6. PERMIT PROCESS FOR INFRASTRUCTURE AND STORMWATER
MANAGEMENT CONTROLS.....15

7. VERTICAL APPROVALS16

8. BUILDINGS AND STRUCTURES THAT ARE PART OF INFRASTRUCTURE OR
STORMWATER MANAGEMENT CONTROLS INCLUDING BUILDINGS IN
PARKS AND OPEN SPACE16

9. OTHER CITY PERMITS16

9.1 COMPLIANCE WITH OTHER LAWS16

9.2 AUTHORITY REVIEW OF CITY PERMITS17

10. GOVERNMENT REQUIRED PROVISIONS, CHANGES.....17

TABLE OF CONTENTS
(continued)

LIST OF EXHIBITS

Exhibit 1	Definitions
Exhibit 2.	Documents to be Submitted for Major Phase Applications and Sub-Phase Applications
Exhibit 3	Documents to be Submitted for Streetscape Master Plans and Signage Master Plans

**DISPOSITION AND DEVELOPMENT AGREEMENT
(TREASURE ISLAND AND YERBA BUENA ISLAND)**

DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE

This DRDAP implements and is part of the DDA. As used herein, certain capitalized terms are defined in Exhibit 1 (Definitions). Capitalized terms used but not otherwise defined in this DRDAP shall have the meanings for such terms set forth in the DDA.

1. INTRODUCTION

This DRDAP sets forth the procedures for submitting, reviewing, and approving Major Phase and Sub-Phase Applications for the Project Site. The Authority shall review such Applications to ensure that they conform to and are consistent with the Development Requirements, and coordinate with applicable City Agencies for review in accordance with the ICA. The review and approval process set forth in this DRDAP relates primarily to horizontal infrastructure development and compliance with various obligations under the DDA. The procedure for submitting, reviewing and approving applications for Vertical Improvements in the Project Site is governed by the Treasure Island and Yerba Buena Island Special Use District that resides in Section 249.52 of the City’s Planning Code.

1.1 REVIEW PROCESS

1.1.1 Overview of Review Process.

The Design Review and Document Approval Process set forth herein entails two general categories of design review and document approval, described as follows:

- The first category of design review requires review and recommendation to the Authority Board by the TI/YBI Citizens Advisory Board (“**CAB**”) and approval by the Authority Board of (i) a Streetscape Master Plan, (ii) a Conceptual Parks and Open Space Master Plan, and (iii) a Signage Master Plan (as such terms are defined below, each a “**Master Plan**”). The “**Streetscape Master Plan**” shall include all streets that will be publicly owned on both Treasure Island and Yerba Buena Island. The Streetscape Master Plan application must be submitted for review and recommendation to the Authority Board by the CAB, and approved by the Authority Board prior to the approval of the first Major Phase Application. The “**Conceptual Parks and Open Space Master Plan**” shall include a conceptual description of all parks and open space. The Conceptual Parks and Open Space Master Plan must be submitted for review and recommendation by the CAB, and approved by the Authority Board, prior to the approval of the first Major Phase Application. The “**Signage Master Plan**” shall address signage for all public streets and other property that will be publicly owned on both Treasure Island and Yerba Buena Island. The Signage Master Plan application must be submitted for review and recommendation to the Authority Board by the CAB and approved by the Authority Board prior to the approval of the first Sub-Phase Application within the first Major Phase. The Streetscape Master Plan, the

Conceptual Parks and Open Space Master Plan and the Signage Master Plan applications are generally at a concept plan level of detail and require a single submittal of plans.

- The second category of design review requires approval by the Authority Board of Major Phase Applications and approval by the Executive Director of Sub-Phase Applications. Major Phase Applications generally include overall site plans, vicinity plans, illustrative concept plans for Infrastructure and Stormwater Management Controls, including all Associated Public Benefits, and any proposed changes to the Phasing Plan attached to the DDA, as updated and approved from time to time. The Authority Board must approve the Major Phase Application, and the Executive Director must approve the applicable Sub-Phase Application for one or more adjacent Blocks within the Major Phase, before conveyance of the Sub-Phase to Developer under the DDA. The Sub-Phase Application, which must be approved by the Executive Director before building permits may be issued for Infrastructure and Stormwater Management Controls and before the Authority's consideration of and grant of Vertical Approvals, governs Infrastructure and Stormwater Management Controls within the Sub-Phase, including data charts, site plans, 50% Construction Documents for Infrastructure and Stormwater Management Controls within the Sub-Phase, and 100% Design Development Documents for Open Space Lots within the Sub-Phase, all as more particularly described in **Exhibit 2**.

1.1.2 Priority Project

The development of the Project is a priority to the City and the Authority. Accordingly, the Authority shall review all Applications as expeditiously as reasonably possible and use commercially reasonable efforts to enforce the applicable provisions of the ICA in accordance with its terms. In addition, the Authority shall provide Developer with multiple opportunities to meet and confer with Authority Staff before Applications are due.

1.1.3 Developer, Authority and City Roles in the DRDAP Process

To the extent required under the DDA, Developer shall submit all Major Phase Applications and Sub-Phase Applications to the Authority in accordance with this DRDAP.

The Authority shall review all Applications and submittals for completeness and consistency with the Development Requirements as set forth in this DRDAP. The Authority shall submit Complete Major Phase Applications and Complete Sub-Phase Applications to the applicable City Agencies for review in accordance with the ICA. The City Agencies will review submittals made to them pursuant to this DRDAP for consistency with the Applicable Regulations, and shall provide any comments on all Applications within the time required by this DRDAP and the ICA, as applicable. A City Agency's failure to review and comment on Major Phase or Sub-Phase Application submittals within the time frames set forth in this DRDAP shall not, by itself, be the basis for Excusable Delay. But such a failure that (i) results in a delay of an Authority action beyond the time frame permitted for Authority action under this DRDAP, or (ii) results in a delay of a City action beyond the permitted time set forth in the ICA when the City is

issuing a final Approval (i.e., when there is no subsequent Authority action on such matter), shall be the basis for Excusable Delay under the DDA, and that shall extend the time for Developer's performance under the DDA in accordance with Section 24 thereof.

The Parties understand and agree that the Applications will include detailed information, and the turnaround time for Authority and City staff will depend in part upon the amount of new information included in an Application that has not yet been seen by the Authority and the City at the time of Application submittal and the quality of the submittal. Accordingly, Developer shall submit information and materials, and schedule meetings with Authority Staff, for consultation and input in the formulation of Application materials in advance of the required submission of Applications as set forth below. The Authority shall make staff available for such requested meetings and consultation. The Parties understand and agree that input of Authority Staff throughout the design and development process will likely result in an expedited approval process and increased efficiencies.

Whenever Approval or any other action is required by the Authority Board, the Executive Director shall upon the request of Developer following the periods to meet and provide final comments described in this DRDAP, submit such matter to the Authority Board at the next regularly-scheduled meeting of the Authority Board for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with Authority standard practices.

With regard to any public hearings and presentations relating to the Project, Developer shall cooperate with, prepare materials for, and participate in presentations to the CAB, Authority Board and the Arts Commission, as applicable.

1.1.4 Arts Commission Design Review

Although the Authority has land use authority over the entire Project Site, Developer shall submit certain Design Documents, the Streetscape Master Plan and the Signage Master Plan to the Arts Commission for review and comment as and to the extent required by Charter section 5.103 (for Improvements within public right-of-ways and other public areas that will be dedicated to the City). Submittals and review will be in accordance with the Civic Design Review Guidelines adopted by the Arts Commission. It is anticipated that Arts Commission review shall be limited to approvals of (i) Design Documents for structures to be constructed on City-owned property, and (ii) the Streetscape Master Plan and Signage Master Plan to the extent such Master Plans affect City- owned property and structures, and Improvements located within public rights-of-way to be dedicated to and owned by the City that are included within the applicable Sub-Phase Applications.

Developer shall meet with Authority Staff on all submissions to the Arts Commission before making each such submission to the Arts Commission. For the Streetscape and Signage Master Plan submittals , Developer shall seek design comments from the Arts Commission not less than ninety (90) days before submittal thereof to the Authority. For all other Improvements within public right-of-ways and other public areas that will be dedicated to and owned by the City, as specified in the ICA, Authority shall use good faith efforts to cause the Arts Commission to review submittals made to it pursuant to this DRDAP and provide any design comments on

matters within its purview on all Applications as expeditiously as possible but in no event later than thirty (30) days following submittal. Failure of the Arts Commission to complete its comments within a specified time period shall not waive the obligation to obtain design comments and approval from the Arts Commission before the Authority acts on an Application that is subject to review by the Arts Commission; provided, however, that the Arts Commission's failure to review and comment on the Design Documents or Master Plan submittals within the time frames set forth in this DRDAP that (i) results in a delay of an Authority action beyond the time frame permitted for Authority action under this DRDAP, or (ii) results in a delay of a City action beyond the permitted time set forth in the ICA when the City is issuing a final Approval (i.e., when there is no subsequent Authority action on such matter), shall be the basis for Excusable Delay under the DDA, and shall extend the time for Developer's performance under the DDA in accordance with Section 24 thereof.

1.1.5 Planning Department and Planning Commission Roles in Major Phase/Sub-Phase Applications

The Development Agreement provides that the Authority may choose to utilize the Planning Department in order to, among other things, establish work orders as necessary for Planning staff to provide design review of Major Phase Applications and Sub-Phase Applications. Planning staff would in all aspects be serving on behalf of the Authority under the direction of the Executive Director. If the Authority engages the services of the Planning Department to review such Applications, the Authority shall deliver to the Planning Department each applicable Application within three (3) days after Authority Staff determines that the applicable Application is a Complete Application and the Development Agreement requires the Planning Department to provide to the Authority timely comments to such submittals that will allow the Authority to comply with its time frames for review hereunder.

1.1.6 CAB Comment on Document Submittals

At the direction of the Executive Director, Developer shall provide the CAB with updates on the document submittal review process set forth in this DRDAP and shall submit the Streetscape Master Plan, the Conceptual Parks and Open Space Master Plan, Signage Master Plan and any other DRDAP submittals identified by the Executive Director for review and consideration by the CAB before any action is taken by the Authority Board. Developer shall provide the CAB with a summary description of such document submittals and such number of copy sets of such Applications as are reasonably requested by Authority Staff.

1.1.7 Subdivision Map Review

The review and Approval of Applications pursuant to this DRDAP are in addition to and do not waive the requirements for approval of Tentative and Final Transfer Maps, Tentative and Final Vesting Transfer Maps, Tentative and Final Vesting Subdivision Maps, Tentative and Final Subdivision Maps, and Parcel Maps by the City under the Subdivision Map Act, any of its implementing regulations and the Treasure Island and Yerba Buena Island Subdivision Code. The City's consideration and Approval or disapproval of Developer's applications for such maps shall be done in accordance with the procedures set forth in the Treasure Island and Yerba Buena Island Subdivision Code.

Developer, on behalf of the Authority, may submit a request for Approval of and, if Approved, may record a Final Transfer Map or a Final Vesting Transfer Map before a Major Phase Approval is given by the Authority Board. Developer, on behalf of the Authority or itself, may submit an application for a Tentative Subdivision Map or a Vesting Tentative Subdivision Map relating to the initial Sub-Phase within a Major Phase at the same time it submits the Sub-Phase Application and before a Major Phase Approval. However, in such case, DPW's time for determining that the Tentative Subdivision Map or a Vesting Tentative Subdivision Map application is complete and the Authority's time for reviewing and for providing comments and acting on the application shall not commence until there has been a Major Phase Approval given for the property located within such map.

1.1.8 [Reserved]

1.1.9 [Reserved]

1.1.10 Consistency with Development Requirements and Previous Approvals

Unless otherwise Approved by Developer in its sole and absolute discretion, and subject to the provisions of the DDA, ICA, and other Project Approvals, the Authority will not (i) disapprove any Major Phase Application or Sub-Phase Application on the basis of any element that conforms to and is consistent with the Development Requirements, or (ii) impose conditions that conflict with the Development Requirements.

1.1.11 Other Governmental Entity Approvals

Nothing contained in this DRDAP is intended to eliminate or alter the process or approval requirements set forth under applicable provisions of State or federal law or the regulations of other Governmental Entities, as applicable, with respect to any development at the Project Site.

1.1.12 Review Periods.

All review periods specified in this DRDAP shall refer to calendar days and not business days unless expressly stated otherwise.

2. SUMMATION OF DOCUMENT SUBMITTALS

Submissions under this DRDAP shall consist of the following components or stages, the requirements for which are set forth below:

1. Streetscape Master Plan;
2. Conceptual Parks and Open Space Master Plan;
3. Signage Master Plan;
4. Major Phase Applications; and
5. Sub-Phase Applications.

3. STREETSCAPE MASTER PLAN, CONCEPTUAL PARKS AND OPEN SPACE MASTER PLAN, AND SIGNAGE MASTER PLAN APPROVALS

3.1 APPLICATION PROCESS

3.1.1 Pre-Submission Conference for Streetscape Master Plan

The Streetscape Master Plan, as described in Exhibit 3 to this DRDAP, is applicable only to streets within the Project Site that will be publicly owned. Not less than thirty (30) days before submitting a Streetscape Master Plan, Developer shall submit to the Executive Director a draft of the materially important concept plans and documents of the type listed in Exhibit 3. Not less than twenty (20) days before submitting a Streetscape Master Plan, Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time, with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Streetscape Master Plan as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Authority's time for review of the Streetscape Master Plan shall be extended by thirty (30) days.

3.1.2 Submission

The Streetscape Master Plan shall be submitted to the Authority not less than ninety (90) days before the submittal of the first Major Phase Application (the "**Streetscape Submittal Date**"). Alternatively, Developer may elect to submit the Streetscape Master Plan after the Streetscape Submittal Date but in no event later than the date of submittal of its first Major Phase Application, in which case the Authority's time for determination that such Major Phase Application is a Complete Application shall be automatically extended by the number of days from the Streetscape Submittal Date to the date that Developer submits the Streetscape Master Plan.

The Conceptual Parks and Open Space Master Plan, as described in Exhibit 3, shall be submitted to the Authority not less than ninety (90) days prior to the submittal of the first Major Phase Application.

The Signage Master Plan, as described in Exhibit 3, shall be submitted to the Authority not less than ninety (90) days before the submittal of the first Sub-Phase Application (the "**Signage Submittal Date**"). Alternatively, Developer may elect to submit the Signage Master Plan after the Signage Submittal Date but in no event later than the date of submittal of the first Sub-Phase Application, in which case the Authority's time for determination that such Sub-Phase Application is a Complete Application shall be automatically extended by the number of days from the Signage Submittal Date to the date that Developer submits the Signage Master Plan.

3.2 REVIEW BY AUTHORITY AND CITY AGENCIES

3.2.1 Authority Review - Initial

The Authority Staff shall review the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan or Signage Master Plan Applications (each, a “**Master Plan Application**”) for completeness and advise Developer in writing of any deficiencies within thirty (30) days after the receipt of the applicable Master Plan Application. In the event the Authority Staff does not so advise Developer, the Master Plan Application shall be deemed Complete and all time periods for Authority and City review shall run from the date of such deemed Completeness. Notwithstanding the foregoing, a determination that a Master Plan Application is deemed Complete shall not prevent the Authority Staff from requesting such additional materials as deemed reasonably necessary to complete the review by the Authority and City.

3.2.2 City Agency Review – Complete Master Plan Application

Within three (3) days of the Authority’s determination that a Master Plan Application is a Complete Master Plan Application or the date that the Application is deemed Complete, Authority Staff shall submit the applicable Complete Master Plan Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency’s receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority’s responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Master Plan Application, or applicable portions thereof, within such time.

3.2.3 Authority Review – Complete Master Plan Application

Authority Staff shall complete its review and consideration on the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan, and the Signage Master Plan within ninety (90) days after the applicable Streetscape Master Plan, Conceptual Parks and Open Space Master Plan, or Signage Master Plan Application is Complete or deemed Complete. Authority Staff may propose changes to the Streetscape Master Plan, Conceptual Parks and Open Space Master Plan, and the Signage Master Plan that do not conflict with the Development Requirements. If Authority Staff proposes any such changes, then the Authority and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority provided such meet and confer period shall run concurrently with, and shall not extend, the ninety (90) day period specified above unless agreed to by Developer and Authority Staff.

Upon the expiration of the ninety (90) day period specified above, as such ninety (90) day period may be extended by mutual agreement of Developer and Authority Staff, the Executive Director shall submit the applicable Complete Master Plan Application to the Authority Board for review and consideration, with or without Authority Staff recommendation. The Streetscape Master Plan and the Conceptual Parks and Open Space Master Plan must be Approved by the

Authority Board on or before the first Major Phase Approval. The Signage Master Plan must be Approved by the Authority Board on or before the first Sub-Phase Approval.

4. MAJOR PHASE APPROVALS

Developer shall submit, and the Authority Board shall review and Approve or disapprove, Major Phase Applications as set forth in the DDA and this Section 4. The purpose of a Major Phase Approval is for the Authority to confirm that the Major Phase Application conforms to and is consistent with the applicable Development Requirements, and for Developer to obtain Approval by the Authority of the additional detailed information included in a Major Phase Application that has not been previously reviewed or Approved by the Authority.

Prior to or concurrently with each Major Phase Application, Developer and Authority shall comply with the requirements for providing the Navy with notice of the Major Phase Decisions pursuant to Section 6.2.3 of the DDA and Section 5.6 of the Conveyance Agreement. In no event shall Authority be required to Approve a Major Phase Application until (i) the applicable Major Phase Decision notice has been provided and the period of time for Navy to object has passed without objection, or (2) if the Navy has objected in writing to one or more of the Major Phase Decisions, such objection has been resolved in accordance with the dispute resolution procedures set forth in the Conveyance Agreement and the DDA (in either event, a “**Major Phase Decision Agreement**”).

4.1 APPLICATION PROCESS

4.1.1 Pre-Submission Conference

Not less than thirty (30) days before submitting a Major Phase Application, Developer shall submit to the Executive Director drafts of the materially important submittals of the type listed for Major Phase Applications in Exhibit 2, which shall consist of Items 1.1.1 through 1.1.7 as shown on Exhibit 2 (other than the approximate location of JV Lots described in 1.1.7.5), and any other data as Developer shall so desire concerning the Major Phase. Not less than twenty (20) days before submitting a Major Phase Application, Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time and with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Major Phase Application as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Authority’s time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

4.1.2 Submission

Subject to the terms of the DDA, Developer shall submit each Complete Major Phase Application to the Authority on or before the Outside Date for submittal of each such Major Phase Application as set forth in the Schedule of Performance. Unless otherwise Approved by

Developer and the Executive Director, all Major Phase Applications shall include all of the documents and materials described for Major Phase Applications in Exhibit 2 and Exhibit 3.

4.2 REVIEW BY AUTHORITY AND CITY AGENCIES

4.2.1 Authority Review - Initial

Authority Staff shall review each Major Phase Application as expeditiously as reasonably possible for conformance with the Development Requirements. Within thirty (30) days following receipt of a Major Phase Application, Authority Staff shall notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Major Phase Application under this DRDAP and are consistent with the type of documents listed in Exhibit 2 for Major Phase Applications. Developer shall promptly correct any such deficiencies and provide any such requested information and materials. The Executive Director shall make a determination of whether a Major Phase Application is a Complete Application no later than thirty (30) days following receipt of such Major Phase Application, as such time period may be extended in accordance with Section 4.1, or, if applicable, no later than fifteen (15) days following receipt of any additional information and materials requested under this Section 4.2.1, and notify Developer of the same. If the Executive Director does not so advise the applicant within such thirty (30) or fifteen (15) day period, as applicable, the Major Phase Application shall be deemed Complete and all time periods for Authority and City review shall run from the date of such deemed Completeness. Notwithstanding the foregoing, a determination that a Major Phase Application is deemed Complete shall not prevent the Executive Director from requesting such additional materials as deemed reasonably necessary for the Authority's and City's review of the Application in accordance with this DRDAP.

4.2.2 City Agency Review – Complete Major Phase Application

Within three (3) days after the Authority's determination that a Major Phase Application is a Complete Application or within three (3) days after the date that such Application is deemed Complete, Authority Staff shall submit such Complete Major Phase Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Major Phase Application, or applicable portions thereof, within such time.

4.2.3 Authority Review - Complete Major Phase Application

Authority Staff shall review each Complete Major Phase Application as expeditiously as reasonably possible. No later than fifteen (15) days after the expiration of the 30-day City Agency review period described in Section 4.2.2 above, Authority Staff shall provide Developer with a summary of all comments received from City Agencies, Authority Staff and any other comments by applicable City Agencies and other Governmental Entities and community

organizations consulted by the Authority. Authority Staff shall provide final comments on each Complete Major Phase Application within eighty (80) days following the Authority's determination that the Major Phase Application is a Complete Application.

Authority Staff may propose changes to the Complete Major Phase Application that do not conflict with the Development Requirements, including changes responding to comments received by City Agencies or others during the 30-day City Agency review period. If Authority Staff proposes any such changes, then the Authority and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Authority; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above unless agreed to by Developer and Authority Staff.

Upon the later of (i) the expiration of the eighty (80) day period specified above, as such eighty (80) day period may be extended by mutual agreement of Developer and Authority Staff, or (ii) the occurrence of the applicable Major Phase Decision Agreement, the Executive Director shall submit the Complete Major Phase Application to the Authority Board for review and consideration, with or without Authority Staff recommendation as applicable, at the next regularly-scheduled meeting for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with standard practices of the Authority. The Authority Board shall take action on each Complete Major Phase Application in accordance with the standards in Section 4.2.4 within thirty (30) days after such Complete Major Phase Application is introduced at a public meeting of the Authority Board for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of the Executive Director to submit the Complete Major Phase Application to the Authority Board, and the failure of the Authority Board to act, within the time frames specified above shall each be a basis for Excusable Delay.

4.2.4 Authority Review - Approval Standard

All Major Phase Applications shall be reviewed and considered by the Authority Board, and shall be Approved by the Authority Board, in its reasonable discretion, if and to the extent the Major Phase Application (i) conforms to and is consistent with the applicable Development Requirements and, if applicable, the Land Acquisition Agreements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Authority Board consistent with the requirements of Section 1.1.10 above and 4.2.6 below.

If a Major Phase Application is disapproved by the Authority Board, then the Authority Board shall, at the public hearing during which the Major Phase Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Executive Director, to the best of his or her knowledge, after the hearing and delivered to Developer within ten (10) days of the hearing date. Following any disapproval of a Major Phase Application, Developer may within ninety (90) days following receipt by Developer of such summary (subject to such extensions as may be Approved by the Executive Director) make changes to and resubmit the Major Phase Application. Promptly following the Executive Director's receipt of a revised Complete Major Phase Application, the Executive Director shall submit such revised

Complete Major Phase Application in accordance with the procedure set forth in this Section 4.2. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure so long as Developer is making diligent good faith efforts to make changes to the Major Phase Application that are responsive to the matters that the Executive Director cited as the basis for disapproval of the Major Phase Application.

4.2.5 Amendments to Major Phase Approvals

Developer may apply to the Authority for an amendment to a Major Phase Approval in accordance with the standards and procedures for a Major Phase Application. All proposed amendments shall be subject to review and consideration by the Executive Director, unless the Executive Director determines that the proposed amendment is material, in which case the Executive Director shall submit the proposed amendment to the Authority Board. The Authority Board shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section 4.2.4. Without limiting the foregoing, the Approval of the Authority Board shall be required for proposed amendments that: (i) materially amend the Infrastructure Plan; (ii) materially amend the Phasing Plan (as updated and Approved from time to time); (iii) extend the Outside Dates for Sub-Phase Applications for one or more Sub-Phases within the Major Phase; (iv) increase the number of Sub-Phases within the Major Phase; (v) materially delay the Completion of or otherwise reduce the Associated Public Benefits applicable to one (1) or more Sub-Phases; or (vi) materially extend the time for delivery of Authority Housing Lots within the Major Phase. Extensions of time to which Developer is entitled under the DDA shall not be considered an amendment subject to the provisions of this Section 4.2.5.

4.2.6 Amendments to Phasing Plan

As provided in Section 3.6 of the DDA, in determining whether to grant its Approval of amendments to the Phasing Plan as part of a Major Phase Application or amendment to a Major Phase Application, the Authority may consider whether the updated Phasing Plan is consistent with the Phasing Goals; provided, however, with respect to a requested change in the order of Sub-Phases within a Major Phase, the Authority shall Approve such change if it reasonably determines that (i) the affordable housing and other Associated Public Benefits will be developed proportionately with the development of the Market Rate Units and in accordance with the Development Requirements; (ii) the change in order will not impair the Authority's ability to comply with the Replacement Housing Obligations or any of its obligations under the TIHDI Agreement, the Transition Rules and Regulations or the Public Trust Exchange Agreement; (iii) the development of the public right of ways, Infrastructure and Stormwater Management Controls will be orderly, finished portions of the Project will be generally contiguous, and isolated pockets of development will not be surrounded by construction activity; and (iv) the amount of Infrastructure and Stormwater Management Controls constructed is appropriate for the amount of Vertical Improvements Constructed and the need to provide continuous reliable service to existing residents and businesses.

5. SUB-PHASE APPROVALS

Following a Major Phase Approval, Developer shall submit, and the Executive Director shall review and Approve or disapprove, Sub-Phase Applications as set forth in the DDA and

this Section 5. Notwithstanding the foregoing, Developer may submit the first Sub-Phase Application concurrently with, or at any time after submittal of a Major Phase Application for the Major Phase in which the Sub-Phase is located and prior to the applicable Outside Date set forth in the Schedule of Performance. The purpose of a Sub-Phase Approval is for the Authority to confirm that the Sub-Phase Application conforms to and is consistent with the applicable Development Requirements and for Developer to obtain Approval by the Authority of the additional detailed information included in a Sub-Phase Application that has not been previously reviewed or Approved by the Authority, before the Authority shall be obligated to convey the property within the Sub-Phase to Developer and before Developer may proceed with development within that Sub-Phase.

If as part of its Sub-Phase Application, Developer requests a modification in a particular Major Phase Decision previously approved by Authority and the Navy at the time of the applicable Major Phase Application, Developer and Authority shall comply with the requirements for providing the Navy with notice of the modification to the Major Phase Decision, pursuant to Section 6.2.3 of the DDA and Section 5.6 of the Conveyance Agreement. In no event shall Authority be required to Approve a Sub-Phase Phase Application until a Major Phase Decision Agreement has been reached on the revised Major Phase Decision.

5.1 APPLICATION PROCESS

5.1.1 Pre-Submission Conference

Not less than thirty (30) days before submitting a Sub-Phase Application, Developer shall submit to the Executive Director preliminary maps, plans, and design sketches of the type listed for Sub-Phase Applications in Exhibit 2, and any other data as Developer shall so desire concerning the Sub-Phase. Not less than twenty (20) days before submitting a Sub-Phase Application, Developer and Authority Staff shall hold at least one pre-submission meeting at a mutually agreeable time, with appropriate City Agencies that elect to attend. Developer may submit information and materials iteratively, and Developer and the Authority may agree to hold such additional meetings as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission meeting before submitting a Sub-Phase Application as specified above, then such failure shall, by itself, not constitute an Event of Default and instead the Authority's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

5.1.2 Submission

Subject to the terms of the DDA, Developer shall submit each Complete Sub-Phase Application to the Authority on or before the Outside Date for such Sub-Phase Application as set forth in the Schedule of Performance. Unless otherwise Approved by Developer and the Executive Director, Sub-Phase Applications shall include all of the documents and materials described for Sub-Phase Applications in Exhibit 2.

5.2 REVIEW BY AUTHORITY AND CITY AGENCIES

5.2.1 Authority Review - Initial

Authority Staff shall review as expeditiously as reasonably possible each Sub-Phase Application using the same procedures described for Major Phase Applications in Section 4.2.1. A Sub-Phase Application shall not be deemed a Complete Application for purposes of the review periods set forth below until (1) the Executive Director notifies Developer that it is a Complete Application, in which case the review periods shall commence on the date of such notification; or (2) the Executive Director fails to notify Developer that the Sub-Phase Application is either Complete or deficient within the time periods specified in Section 4.2.1 in which case the review periods shall commence on the date that the Sub-Phase Application is deemed Complete pursuant to Section 4.2.1.

5.2.2 City Agency Review – Complete Sub-Phase Application

Within three (3) days after the Authority's determination that a Sub-Phase Application is a Complete Application or within three (3) days after the date that the Sub-Phase Application is deemed to be a Complete Application, Authority Staff shall submit such Complete Sub-Phase Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable Regulations. Each City Agency will provide any comments on the submittal to the Authority within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the ICA if applicable. Consistent with the Authority's responsibilities under the ICA, the Authority shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Sub-Phase Application, or applicable portions thereof, within such time.

5.2.3 Authority Review - Complete Sub-Phase Application

Authority Staff shall review as expeditiously as reasonably possible each Complete Sub-Phase Application. No later than fifteen (15) days after the expiration of the 30-day City Agency review period described in Section 4.2.2 above, Authority Staff shall provide Developer with a summary of all comments received from City Agencies, Authority Staff and any other comments by applicable City Agencies and other Governmental Entities and community organizations consulted by the Authority. Authority Staff shall provide final comments on each Complete Sub-Phase Application within eighty (80) days following the Authority's determination that the Sub-Phase Application is a Complete Application; provided, that if one or more Schematic Design Applications for Vertical Improvements are submitted concurrently with the Sub-Phase Application, then an additional thirty (30) days shall be added for the first Schematic Design Application and an additional twenty-one (21) days shall be added for each additional Schematic Design Application for Vertical Improvements submitted concurrently with the applicable Sub-Phase Application.

Authority Staff may propose changes to the Complete Sub-Phase Application that do not conflict with the Development Requirements, including changes responding to comments received by City Agencies or others during the 30-day City Agency review period. If the Authority proposes any such changes, then the Authority and Developer shall promptly meet and

confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by Authority Staff; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above (as extended if Schematic Design Applications are submitted simultaneously) unless agreed to by Developer and Authority Staff.

Upon the expiration of the eighty (80) day period specified above in this Section 5.2.3, as such eighty (80) day period may be extended by mutual agreement of Developer and Authority Staff or if Schematic Design Applications are submitted simultaneously, Authority Staff shall submit the Complete Sub-Phase Application to the Executive Director for review and consideration, with or without Authority Staff recommendation, and notify Developer of such submission. The Executive Director shall take action on each Complete Sub-Phase Application in accordance with the standards in Section 5.2.4 within thirty (30) days after such Complete Sub-Phase Application is submitted to the Executive Director for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of Authority Staff to submit the Complete Sub-Phase Application to the Executive Director, or for the Executive Director to act on the Complete Sub-Phase Application, within the time frames specified above shall be a basis for Excusable Delay.

5.2.4 Authority Review - Approval Standard

All Sub-Phase Applications shall be reviewed and considered by the Executive Director, and shall be Approved if and to the extent the Sub-Phase Application (i) conforms to and is consistent with the Development Requirements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Executive Director consistent with the requirements of Sections 1.1.10 and 5.2.6 below.

Without limiting any Approvals required (or the standards for such Approvals) under the ICA or under Section 1.1.7 above, the Approval of the Authority Board shall be required for Sub-Phase Applications that include changes to the Development Requirements that (i) materially amend the Infrastructure Plan; (ii) materially extend the Outside Dates for Sub-Phase Applications for one or more Sub- Phases within the Major Phase; (iii) increase the number of Sub-Phases with the Major Phase; (iv) materially delay the Completion of or otherwise reduce the Associated Public Benefits applicable to one (1) or more Sub-Phases; (v) materially extend the time for delivery of Authority Housing Lots within the Major Phase; or (vi) materially amend the Phasing Plan.

If a Sub-Phase Application is disapproved by the Executive Director, then the Executive Director shall send a notice to Developer stating the basis for the disapproval by the end of the thirty (30) day review period cited above. Following any disapproval of a Sub-Phase Application, Developer may within ninety (90) days following receipt by Developer of such notice (subject to such extensions as may be Approved by the Executive Director) make changes to and resubmit the Sub-Phase Application. Promptly following the Executive Director's receipt of a revised Complete Sub-Phase Application, the Executive Director shall review and consider the Sub-Phase Application in accordance with the procedure set forth in this Section 5.2.4. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure so long as Developer is making diligent good faith efforts to make changes

to the Sub-Phase Application that are responsive to the matters that the Executive Director cited as the basis for disapproval of the Sub-Phase Application.

5.2.5 Amendments to Sub-Phase Approvals

Developer may apply to the Authority for an amendment to a Sub-Phase Approval in accordance with the standards and procedures for a Sub-Phase Application. All proposed amendments shall be subject to review, consideration, and approval by the Executive Director and the Authority Board in the manner and under the approval standards established for Sub-Phase Applications, as set forth in Section 5.2.4 above, provided that the following proposed amendments shall, without limitation, require the Approval of the Authority Board in its sole discretion: (i) amendments that materially alter the matters Approved by the Authority Board as part of the applicable Major Phase Approval; (ii) material amendments to the Infrastructure Plan or the Conceptual Parks and Open Space Master Plan; (iii) material extensions of the Schedule of Performance for Completion of the Infrastructure, Stormwater Management Controls or the Authority Housing Lots within that Sub-Phase; (iv) amendments to the Design for Development; (v) material amendments to the timing or substance of the Associated Public Benefits within the Sub-Phase; or (vi) material amendments to the Phasing Plan. Extensions of time to which Developer is entitled under the DDA shall not be considered an amendment subject to the provisions of this Section 5.2.5.

5.2.6 Amendments to Phasing Plan

As provided in Section 3.6 of the DDA, in determining whether to grant its Approval of amendments to the Phasing Plan as part of a Sub-Phase Application or amendment to a Sub-Phase Application, the Authority may consider whether the updated Phasing Plan is consistent with the Phasing Goals; provided, however, with respect to a requested change in the order of Sub-Phases within a Major Phase, the Authority shall Approve such change if it reasonably determines that (i) the affordable housing and other Associated Public Benefits will be developed proportionately with the development of the Market Rate Units and in accordance with the Development Requirements; (ii) the change in order does not impair the Authority's ability to comply with the Replacement Housing Obligation or any of its obligations under the TIHDI Agreement, the Transition Rules and Regulations or the Public Trust Exchange Agreement; (iii) the development of the public right of ways, Infrastructure and Stormwater Management Controls will be orderly, finished portions of the Project will be generally contiguous, and isolated pockets of development will not be surrounded by construction activity; and (iv) the amount of Infrastructure and Stormwater Management Controls constructed is appropriate for the amount of Vertical Improvements Constructed and the need to provide continuous reliable service to existing residents and businesses.

6. PERMIT PROCESS FOR INFRASTRUCTURE AND STORMWATER MANAGEMENT CONTROLS

At any time after submittal of a Sub-Phase Application and subject to Section 8 hereof, Developer may submit (1) a Street Improvement Permit application to DPW for all Infrastructure and Stormwater Management Controls to be owned or dedicated to the City or Authority that is contained within the applicable Sub-Phase or associated with the Developable Lots in the Sub-

Phase (“**Public Infrastructure**”), and (2) a Building Permit or Site Permit Application to DBI for all other Infrastructure and Stormwater Management Controls within the applicable Sub-Phase (“**Private Infrastructure**”).

DPW shall process all Street Improvement Permit applications for Public Infrastructure in accordance with the ICA and Applicable Regulations. DBI shall process all Building Permit Applications for Private Infrastructure. However, if Developer submits a Street Improvement Permit application for Public Infrastructure or a Building Permit or Site Permit application for Private Infrastructure before the applicable Sub-Phase Approval, then the time for determining if the application is complete and the time for reviewing and providing comments on the application shall not commence until there has been a Sub-Phase Approval given for the property located within such Sub-Phase. In no event shall applicable Street Improvement Permits for Public Infrastructure or Building Permits for Private Infrastructure be issued prior to the Approval of the applicable Sub-Phase Application.

7. VERTICAL APPROVALS

Review and approval of Vertical Applications will be governed by the procedures set forth in the Treasure Island / Yerba Buena Island SUD (Planning Code Section 249.52) . Developer shall be entitled to seek Approval of Vertical Applications on behalf of future Vertical Developers and assign such Approval to future Vertical Developers, whether such Vertical Developers have been identified or not and whether or not Developer or its Affiliates ultimately serve as such Vertical Developer. Submittal requirements for Vertical Applications shall be as adopted by the Authority and Planning Department from time to time as authorized in the Treasure Island/Yerba Buena Island SUD.

8. BUILDINGS AND STRUCTURES THAT ARE PART OF INFRASTRUCTURE OR STORMWATER MANAGEMENT CONTROLS INCLUDING BUILDINGS IN PARKS AND OPEN SPACE

Design review of buildings and structures that are included as Infrastructure or Stormwater Management Controls shall be reviewed and approved in connection with the applicable Major Phase and Sub-Phase Applications as described in Section 3, Section 5, Section 6 and the provisions of Exhibit 2 for Sub-Phase Applications.

9. OTHER CITY PERMITS

9.1 COMPLIANCE WITH OTHER LAWS

No review by the Authority will be made or Approval given as to the compliance of any Approval with any building codes and standards, including building engineering and structural design, or any other applicable State or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any State or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities. Developer shall be responsible for all such compliance.

9.2 AUTHORITY REVIEW OF CITY PERMITS

No building permit, or any other City permit, including but not limited to any permits required by DPW, shall be issued unless the Authority has first reviewed such building permit or other City permit for consistency with the Development Requirements and has signed off on the building permit or other City permit. The Authority shall complete its review of permits within thirty (30) days from receipt of the permit.

10. GOVERNMENT REQUIRED PROVISIONS, CHANGES

Where a change in a Complete Major Phase Application or Complete Sub-Phase Application is required by a City Agency or other Governmental Entity and such City Agency or Governmental Entity has authority to require such change pursuant to either applicable State or federal law or, in the case of City Agencies, pursuant to the Development Agreement or ICA, the Authority and the Developer acknowledge and agree that: (i) they will meet and confer and make every reasonable effort to respond to such requirement in a manner that is consistent with the Development Requirements and applicable State and federal law; and (ii) the Authority will not deny its Approval of any change that is required to comply with applicable State or federal law or the requirements of City Agencies and Governmental Entities that do not conflict with the Development Requirements.

EXHIBIT 1

Definitions

“**Applicable Regulations**” as defined in the Development Agreement, which as of the Reference Date means: (1) the Project Approvals; (2) to the extent consistent with the Project Approvals and not otherwise superseded by the Development Requirements or Authority’s powers as trustee under the Conversion Act, the Existing City Regulations (which include all provisions of the Building Construction Codes, *i.e.*, the Parties understand and agree that no provision of the Building Construction Codes is inconsistent with or superseded by the Development Requirements); (3) Future Changes to Regulations, as and to the extent permitted by the DDA and the Development Agreement, (4) the Development Fees and Exactions, and such new or changed Development Fees and Exactions to the extent permitted under the DDA and the Development Agreement; (5) the Mitigation Measures; and (6) the Transaction Documents.

“**Application**” means, individually or collectively as the context requires, a Major Phase Application, Sub-Phase Application or Vertical Application.

“**Associated Public Benefits**” as defined in the DDA means public parks, open space, Required Improvements, affordable housing obligations and other public and community benefits that are tied to particular Sub-Phases as described in the Phasing Plan, the Housing Plan and the Schedule of Performance that Developer must Complete on or before the applicable Outside Date set forth in the Phasing Plan and the Schedule of Performance.

“**Authority Staff**” means employees of the Authority or other City staff or outside consultants retained and authorized by the Authority to review and/or approve Applications under this DRDAP on behalf of the Authority.

“**Building Permit**” means a building permit issued by DBI pursuant to the City’s Building Code.

“**CAB**” as defined in Section 1.1.1.

“**Charter**” means the charter of the City.

“**Complete Application**” means, with respect to an Application, the submission of all documents and materials in such detail as is required under the DDA and this DRDAP for such Application.

“**Conceptual Parks and Open Space Master Plan**” as defined in Section 1.1.1 and Exhibit 3.

“**Construction Documents**” means construction documents to be submitted to, and in accordance with the requirements of, the Department of Building Inspection or

Department of Public Works (for public improvements) in connection with building permits, site permits or street improvement permits.

“**Conveyance Agreement**” means that certain Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the “**Conveyance Agreement**”) by and between the United States of America, acting by and through the Department of the Navy and the Authority, that governs the terms and conditions for the transfer of NSTI from the Navy to the Authority.

“**DBI**” means the City’s Department of Building Inspection, or any successor public agency designated by or under law.

“**DDA**” means that certain Disposition and Development Agreement (Treasure Island and Yerba Buena Island) between the Authority and Developer to which this DRDAP is attached.

“**Development Requirements**” means (i) the Project Approvals, (ii) the Transaction Documents and (iii) the documents approved under the DRDAP and the SUD, as they may be amended from time to time.

“**Design Document**” means, individually or collectively as the context requires, Schematic Design Documents, and/or Construction Documents.

“**Director of Public Works**” means the Director of the Department of Public Works, or his or her designee.

“**DPW**” means the San Francisco Department of Public Works.

“**Executive Director**” means the Authority Executive Director or his or her designee.

“**Housing Map**” as defined in the Housing Plan attached to the DDA.

“**ICA**” means the Interagency Cooperation Agreement between the City and the Authority for the Project, as defined in the DDA.

“**Infrastructure**” means those items identified in the Infrastructure Plan including open space improvements (including park improvements and restrooms), streets, rails, sewer and storm drainage systems, water systems, street improvements, traffic signal systems, dry utilities, transit facilities, associated public buildings and structures and other improvements any of which are to be constructed in or for the benefit of the applicable real property or any other matters described in the Infrastructure Plan, and shall include such work as is necessary to deliver real property to the State Lands Commission in the condition required under the applicable Land Acquisition Agreement, or otherwise so as to create Developable Lots as set forth in Section 7.8 of the DDA. Infrastructure does not include Stormwater Management Controls.

“**Major Phase**” as defined in Section 3.1 of the DDA

“Major Phase Application” means an Application for a Major Phase Approval.

“Major Phase Decision Agreement” as defined in Section 4.

“Master Plan” as defined in Section 1.1.1.

“Master Plan Application” as defined in Section 3.2.1.

“Open Space Lots” means all of the public open space areas on Treasure Island identified in the Design for Development Section T1.3 other than the School Open Space, and all of the public open space areas on Yerba Buena Island identified in the Design for Development Section Y1.

“Outside Date” means the last date by which a particular obligation may be satisfied, as such date is set forth in the Schedule of Performance.

“Planning Department” means the Planning Department of the City, or any successor public agency designated by or under law.

“Planning Commission” means the Commission of the Planning Department, or any successor governing body of the Planning Department designated by or under law.

“Private Infrastructure” as defined in Section 6.

“Project Approvals” means the project approvals listed in Exhibit C.

“Public Infrastructure” as defined in Section 6.

“Signage Master Plan” as defined in Section 1.1.1 and Exhibit 3.

“Site Permit” means a site permit issued by the City’s Department of Building Inspection pursuant to Section 106A.3.4.2 of the City’s Building Code

“Stormwater Management Controls” means the facilities, both those to remain privately-owned and those to be dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff associated with the Project, as required by the San Francisco stormwater management standards, the applicable NPDES permit, and/or state and federal law, and as described in the Infrastructure Plan. Stormwater Management Controls include but are not limited to: (i) swales and bio-swales (including plants and soils), (ii) bio-retention and bio-filtration systems (including plants and soils), (iii) constructed ponds and/or wetlands, (vi) permeable paving systems, and (v) other facilities performing a stormwater control function constructed to comply with the San Francisco stormwater management standards, the applicable NPDES permit, and/or state and federal law. Stormwater Management Controls shall not mean Infrastructure that is part of the traditional collection system such as catch basins, stormwater pipes, stormwater pump stations, outfalls, and other such facilities that are located in the public right-of-way.

“Streetscape Master Plan” as defined in Section 1.1.1 and Exhibit 3.

“Streetscape Submittal Date” as defined in Section 3.1.2.

“Sub-Phase” as defined in Section 3.1 of the DDA.

“Sub-Phase Application” means an Application for a Sub-Phase Approval.

“Transaction Documents” means the (1) DDA, Vertical Disposition and Development Agreements, Lease Disposition and Development Agreements and Ground Leases, and related conveyance agreements governing the development of the Project Site in accordance with the DDA, (2) the Land Acquisition Agreements, (4) the Interagency Cooperation Agreement, and (4) other necessary transaction documents for the conveyance, management and redevelopment of the Property.

“Treasure Island / Yerba Buena Island SUD” means the Treasure Island / Yerba Buena Island Special Use District, as set forth in Section 249.52 of the Planning Code.

“Vertical Improvements” means an Improvement to be developed under the DDA that is not Infrastructure, Stormwater Management Controls or Improvements required to be Completed by Developer for the Open Space Lots.

EXHIBIT 2

Documents to be Submitted for Major Phase Applications and Sub-Phase Applications

During each stage of the project design review process set forth in this DRDAP, Authority Staff and the applicant may approve changes to the scale of the drawings set forth herein. Recognizing that each Improvement is unique, the applicant and the Authority may approve changes to the type and scope of documents set forth in this DRDAP for a particular Application, including in order to ensure consistency with standards and guidelines in the Development Requirements.

Construction Documents and other Design Documents to be submitted shall be prepared by an architect, landscape architect, or a civil engineer, as applicable, licensed to practice in and by the State of California.

1.1. Major Phase Applications

Major Phase Applications submitted to the Authority shall be in the form of six (6) hard copies and one (1) digital file. A Major Phase Application shall include the following documents:

1.1.1. Written Narrative Statement

Each submittal shall include a narrative as to the status of the Major Phase Decisions, including a schedule and manner of proceeding to the extent that a Major Phase Decision Agreement has not yet been reached. In addition, each submittal shall include a written statement regarding: (a) the proposed land use program; (b) conformance with the Design for Development; (c) sustainability measures to be implemented within the Major Phase and conformance with any Green Building Specifications attached to the Design for Development applicable to Infrastructure and Stormwater Management Controls within the Major Phase; (d) a summary of material conditions that must be satisfied under the DDA during the course of the Major Phase; (f) a written description and map to show each of the proposed Sub-Phases within the Major Phase, including an identification of the first Sub-Phase and the proposed sequencing of the subsequent Sub-Phases at a conceptual level, the proposed Commencement of the first Sub-Phase and the preliminary estimate of construction duration for the first Sub-Phase; (g) a description of those Infrastructure, Stormwater Management Controls and Associated Public Benefits that are triggered in the applicable Major Phase by reason of geographic adjacencies or completion of units count in accordance with the Schedule of Performance; (h) if there are any changes in the boundaries of the Sub-Phases as set forth in the Phasing Plan or the sequence of Application for or Commencement of the Sub-Phases as

set forth in the Schedule of Performance, a description of and explanation for the proposed changes.

1.1.2. Major Phase Decisions

Each submittal shall include written materials addressing each of the following Major Phase Decisions as required under the Conveyance Agreement and Section 6.2.3 of the DDA:

- 1.1.2.1. The proposed location of Residential Auction Lots within that Major Phase by various Product Types.
- 1.1.2.2. The qualifications of Auction Lot bidders by Product Type for that Major Phase based on the Auction Bidder Selection Guidelines.
- 1.1.2.3. Minimum bid prices for the Residential Auction Lots and Non-Critical Commercial Lots based on an updated pro forma submitted with the Major Phase Application.
- 1.1.2.4. The Excess Land Appreciation Structure for that Major Phase for each Product Type in the Major Phase.

1.1.3. Schedule of Performance

Each submittal shall include a report regarding compliance with the Schedule of Performance and proposed changes to the Schedule of Performance, if any, for the submission of Sub-Phase Applications and the Commencement and Completion of all Infrastructure, Stormwater Management Controls and Associated Public Benefits for each Sub-Phase within the Major Phase. Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change.

1.1.4. Phasing Plan

Within the Major Phase, any anticipated changes to the Phasing Plan attached to the DDA, as may have been updated and approved from time to time, including a description of the reasons for the change and compliance with the Phasing Goals. In addition, the submittal shall include a description of the phasing of construction of temporary Improvements, including temporary or interim parking facilities, temporary or interim community facilities, construction staging areas, and interim Infrastructure and Stormwater Management Controls, if any, shall be indicated.

1.1.5. Data Charts

Each submittal shall include the following data charts:

- 1.1.5.1. Program of uses and approximate aggregate square footage of use type by Sub-Phase;
- 1.1.5.2. A Housing Data Table, as described in the Housing Plan.
- 1.1.5.3. Estimated Major Phase aggregate development in relation to the total allowable building program;
- 1.1.5.4. Approximate anticipated building heights;
- 1.1.5.5. A Parking Data Table, as described in Section 4.2.1(a) of the DDA
- 1.1.5.6. Status of overall development build-out for previous Major Phases, if any.

1.1.6. Vicinity Plan

In addition to the Site Plan covering the Major Phase, a diagrammatic Vicinity Plan should be submitted showing the Major Phase in the context of planned and existing Improvements surrounding the Major Phase and including the following information:

- 1.1.6.1. Land uses on surrounding blocks within and outside the Project Site;
- 1.1.6.2. Utilities, including interim facilities;
- 1.1.6.3. Vehicular, transit, bicycle and pedestrian circulation;
- 1.1.6.4. Public open space; and
- 1.1.6.5. Community Facilities proposed by Developer if known, subject to agreement by the Parties in accordance with Section 13.3.3 of the DDA.

If there are proposed changes to the location of these spaces from the Design for Development, Conceptual Parks and Open Space Master Plan or Infrastructure Plan, the submittal should include a description of and explanation for the proposed changes.

1.1.7. Site Plan

The Site Plan will pertain to the total area of development and improvement included in the Major Phase, including the Blocks, streets, Parks and Open Space, Infrastructure and Stormwater Management Controls. A Site Plan or Plans as needed (at a scale of 1" = 100'), should conceptually indicate:

- 1.1.7.1. Location of potential uses;

- 1.1.7.2. Sub-Phase blocks, proposed approximate parcel boundaries and dimensions to the extent reasonably known or anticipated;
- 1.1.7.3. Location of Public Property (i.e. sites that will either not be conveyed via Ground Lease or fee title to Developer, or will be conveyed to Developer and conveyed back to Authority upon Completion of applicable Infrastructure and Stormwater Management Controls);
- 1.1.7.4. Generalized lot coverage and conceptual diagrams of massing, height and bulk of future buildings illustrated in neighborhood-wide plans, sections and three dimensional figures (note that changes to the lot coverage and conceptual diagrams in subsequent Sub-Phase Applications shall not be considered deviations requiring additional review by the Executive Director).
- 1.1.7.5. Approximate location of Auction Lots and JV Lots;
- 1.1.7.6. Approximate location of Authority Housing Lots;
- 1.1.7.7. Planned public open space areas, within and surrounding the proposed Major Phase;
- 1.1.7.8. Diagram of proposed roads and sidewalks separating blocks, and, to the extent known, Mid-Block Alleys and pedestrian connections;
- 1.1.7.9. Identification of the streets and Blocks/Lots in the Major Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement; and
- 1.1.7.10. Streetscape improvements consistent with the Streetscape Master Plan.

If there are any changes from the Land Use Plan or Housing Map, the submittal should include a description of and explanation for the proposed changes.

1.1.8. Infrastructure Plans and Documents

Illustrative concept plans for Infrastructure and Stormwater Management Controls shall be submitted for both transportation systems and utilities within that Major Phase and shall correspond to any Improvements to be provided with the applicable transfer map or vesting tentative transfer map.

1.1.8.1. Transportation

Plans submitted shall indicate the relationship of the Major Phase to the overall transportation system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Major Phase, and/or connections to facilities outside the boundaries of the Major Phase. For a particular Major Phase, the following shall be submitted as they relate to all public spaces within the Major Phase:

1.1.8.1.1. Transit

- 1.1.8.1.1.1. Narrative materials with a discussion of transit serving the Major Phase;

1.1.8.1.2. Roadways

- 1.1.8.1.2.1. Plans of new or reconstructed streets including any new or reconstructed streets to be impressed with the Public Trust consistent with the Public Trust Exchange;
- 1.1.8.1.2.2. Plan views and road sections consistent with the Infrastructure Plan and the Public Trust Exchange, as applicable;
- 1.1.8.1.2.3. Plan view of recreational bike trails and, if applicable, any separate commuter bike routes;

1.1.8.1.3. Pedestrian routes and improvements

- 1.1.8.1.3.1. Sidewalk widths and pedestrian amenities;
- 1.1.8.1.3.2. Approximate locations of Public Alleys adjacent to Parks and Open Space, and, to the extent known, other pedestrian connections, as applicable;

1.1.8.1.4. Bike Facilities

1.1.8.1.4.1. Location, alignment and width of Class One bicycle facilities;

1.1.8.1.4.2. Location of on-street bike routes, bike lanes or routes shall be identified on plan views of roadways.

1.1.8.2. Utilities

Plans for utilities shall be submitted, which indicate the relationship of the Major Phase to the utilities serving the Project Site, including where relevant:

1.1.8.2.1. Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable.

For informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Major Phase and the specific sewer and storm drain collection and conveyance facilities to be installed, shall be submitted.

1.1.8.2.2. Low and high pressure water mains, suction inlets, if applicable, and reclaimed water facilities.

1.1.8.2.3. Joint trench – electric power, natural gas, telephone and data communications.

Anticipated corridors for these facilities to be shown on the Site Plan or on utility subset of the Site Plan.

1.1.8.3. Stormwater treatment program including location and size of street and park based facilities, and Major Phase Stormwater Control Plan consistent with SFPUC submittal requirements.

1.1.8.4. Status of overall development build-out of utilities in previous Major Phases, if any.

1.1.8.5. Proposed changes to the Infrastructure Plan attached to the DDA, if any, and the reason for the proposed changes.

1.1.9. Open Space Lots

A Major Phase Parks and Open Space Plan shall be submitted consisting of Schematic Design Documents for the Open Space Lots within the Major Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Conceptual Parks and Open Space Master Plan, including concept level connections between Parks and Open Space within the applicable Major Phase and outside the Major Phase boundaries. Schematic Design Documents for Neighborhood Parks shall not be submitted as part of any Major Phase Application, but shall instead be submitted with the Sub-Phase Application for the Sub-Phase in which the Neighborhood Parks are included.

- 1.1.9.1. Context Plan at 1" = 200' scale indicating existing conditions on the site, including but not limited to the following:
 - 1.1.9.1.1. Existing structures and contours;
 - 1.1.9.1.2. Adjacent future Infrastructure and Stormwater Management Controls, i.e., water, sewer, electrical power, storm drains, etc.;
 - 1.1.9.1.3. Design constraints and opportunities including shadow and wind conditions that may suggest landscape opportunities or constraints (for example, related to the location of any proposed seating, special landscaping, etc.) based on existing sun/shadow diagrams and wind analysis. This provision is not intended to require studies beyond those otherwise available.
- 1.1.9.2. Site Plan at 1" = 100' scale illustrating schematic park designs including:
 - 1.1.9.2.1. Park program and location of facilities;
 - 1.1.9.2.2. Anticipated vehicular, bicycle and pedestrian circulation systems including parking;
 - 1.1.9.2.3. Active recreational uses;
 - 1.1.9.2.4. Proposed grading, landscaping and hardscape surface;

- 1.1.9.2.5. Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing.
- 1.1.9.2.6. Schematic locations and sizes of all utility and drainage connections and other services requirements.
- 1.1.9.3. Description of how (1) the public streets impressed with the Public Trust conform to the Trust Streets Diagram attached to the Public Trust Exchange Agreement, and (2) the portions of such public streets adjacent to new development will be constructed prior to or concurrently with the construction of the adjacent new development as required under the Public Trust Exchange Agreement.
- 1.1.9.4. Isometric and/or perspective drawings or sketches sufficient to illustrate the general character of the open space, including its relationship to surrounding architecture.
- 1.1.9.5. A palette of open space materials and elements for use in expressing the particular character of the open space:
 - 1.1.9.5.1. Paving and construction materials;
 - 1.1.9.5.2. Plant materials;
 - 1.1.9.5.3. Site and street furniture;
 - 1.1.9.5.4. Lighting;
 - 1.1.9.5.5. Water features and related art work.

1.1.10. Transfer or Subdivision Maps

Copies of any Tentative Transfer Maps, Vesting Tentative Transfer Maps, Tentative Subdivision Maps, or Vesting Tentative Subdivision Maps that have been filed with the City that relate to the real property in the Major Phase Application.

1.1.11. Geotechnical Report for the Entire Project Site

Updates, if any, to the comprehensive site-specific geotechnical investigation report, covering the geological conditions of the entire Project Site prepared by a California Certified Engineering Geologist or California Registered Geotechnical Engineer and any plans prepared in compliance with the requirements of the San Francisco Building Code, the Seismic Hazards Mapping Act, and requirements

contained in CGS Special Publication 117A “Guidelines for Evaluating and Mitigating Seismic Hazards in California” shall be submitted with each Major Phase Application.

1.1.12. Associated Public Benefits

A summary of compliance with the Schedule of Associated Public Benefits as shown in the Schedule of Performance and a description of the substance and the anticipated timing of the community benefits, including any payments or obligations to be fulfilled, in the Major Phase in accordance with the DDA.

1.1.13. Project MMRP

A report regarding compliance with the Project MMRP, and a description of the substance and timing of the Mitigation Measures to be completed during the Major Phase.

1.1.14. Reserved

1.1.15. Updated Pro Formas

An update of the proforma and summary proforma submitted to and kept on file by the Authority pursuant to Section 3.9 of the DDA.

1.1.16. Community Facilities

Except as may otherwise be agreed-upon by the Parties, a proposal for which Community Facility Obligations (as set forth in Exhibit H to the DDA) will be met within that Major Phase and related Sub-Phases, and a preliminary budget for the cost of each such Community Facility Obligation, as more particular described in Section 13.3.3 of the DDA.

1.2. Sub-Phase Applications

Sub-Phase Applications submitted to the Authority shall be in the form of six (6) hard copies and one (1) digital file. A Sub-Phase Application builds off the information of an Approved Major Phase, providing greater detail of the Infrastructure, Stormwater Management Controls and Associated Public Benefits and vertical development plans, and shall include the following documents:

1.2.1. Written Narrative Statement

1.2.1.1. Each submittal shall include a written statement regarding (a) the proposed land-use program; (b) conformance with the Design for Development and the Major Phase Approval; (c) a description of the proposed Infrastructure, Stormwater Management Controls and Associated Public

Benefits and Community Facilities approved for that Sub-Phase as part of the Major Phase Approval - Plan to be completed within the Sub-Phase; (d) a detailed written description of any proposed change to the substance or timing of development of the Sub-Phase, including but not limited to any boundary change, from what was previously in the Major Phase Approval for that Sub-Phase, and an explanation for the proposed change (or, if there are no proposed changes, a statement of such fact); (e) a detailed written description of any proposed changes to the Phasing Plan and an explanation of the consistency of the proposed change with the Phasing Goals; (f) the status of overall development build-out for previous Sub-Phases in the applicable Major Phase, if any.

1.2.2. Schedule of Performance

Each submittal shall include a report regarding compliance with the Schedule of Performance and a proposed Schedule of Performance that includes the dates by which Developer shall Complete all of the Infrastructure and Stormwater Management Controls for the Lots in the Sub-Phase, Complete all Associated Public Benefits and obligations under the Housing Plan and Complete all Improvements for the Open Space Lots. Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change, including the extent to which any proposed changes are a result of Excusable Delay.

1.2.3. Data Charts

Data charts submitted should provide the following information including:

- 1.2.3.1. Program of uses and approximate aggregate square footage of each use by Lot.
- 1.2.3.2. If housing is included, a Housing Data Table, as described in the Housing Plan;
- 1.2.3.3. Approximate square footage of all proposed Lots.
- 1.2.3.4. Anticipated building heights, mass and bulk on a block by block basis for all Lots that do not contain Public Property, based on standards set forth in the Design for Development.
- 1.2.3.5. Sub-Phase aggregate development in relation to the Major Phase and the total allowable building program.

- 1.2.3.6. Status of overall development build-out for previous Sub-Phases, if any.
- 1.2.3.7. A Parking Data Table, as described in Section 4.2.1(a) of the DDA.

1.2.4. Vicinity Plan

In addition to the Site Plan covering the proposed development and the immediate area of the Sub-Phase, a diagrammatic Vicinity Plan at 1" = 200' scale should be submitted showing the Sub-Phase in the context of planned and existing Improvements:

- 1.2.4.1. Land uses on surrounding blocks;
- 1.2.4.2. Utilities, including interim facilities;
- 1.2.4.3. Vehicular, transit bicycle and pedestrian circulation;
- 1.2.4.4. Open Space Lots; and
- 1.2.4.5. Community Facilities to the extent agreed-upon by the Parties in accordance with Section 13.3.3 of the DDA..

If there are proposed changes to the location of these spaces the submittal should include a description of and explanation for the proposed changes.

1.2.5. Subdivision Maps

Copies of any Subdivision Maps that have been filed with the City that relate to the real property in the Sub-Phase Application.

1.2.6. Site Plan

The Site Plan will pertain to the total area of development and improvement included in the Sub-Phase, including the development sites, required streets, Parks and Open Space, Infrastructure and Stormwater Management Controls Improvements. A Site Plan or Plans as needed (at a scale of 1" = 100'), should indicate:

- 1.2.6.1. Location of potential uses;
- 1.2.6.2. General site circulation;
- 1.2.6.3. Sub-Phase blocks, approximate proposed parcel boundaries and dimensions;
- 1.2.6.4. Location of Auction Lots;

- 1.2.6.5. Location of Authority Housing Lots;
- 1.2.6.6. Proposed location of Community Facilities Lots and Community Facilities Space to the extent agreed-upon by the Parties in accordance with Section 13.3.3 of the DDA;
- 1.2.6.7. Illustrative examples of potential massing, height, and bulk of future buildings;
- 1.2.6.8. Planned public open space areas, within and surrounding the proposed Sub-Phase, including privately-owned publicly accessible open space;
- 1.2.6.9. Setback areas;
- 1.2.6.10. Diagram of proposed roads and sidewalks separating blocks; Public Alleys adjacent to Open Space Lots; and, to the extent known, any Private Alleys, mid-block connections or pedestrian connections;
- 1.2.6.11. Anticipated location of entrances to buildings, parking and loading facilities;
- 1.2.6.12. Identification of the streets in the Sub-Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement;
- 1.2.6.13. Streetscape improvements consistent with the Streetscape Master Plan; and
- 1.2.6.14. Stormwater treatment measures.

If there are any changes from the Sub-Phase as described in the Major Phase Approval, the submittal should include a description of and explanation for the proposed changes.

1.2.7. Transit and Transportation Plans and Documents

50% Construction Documents for Infrastructure and Stormwater Management Controls shall be submitted for transportation systems, including all Infrastructure and Stormwater Management Controls to be developed in the Sub-Phase, and shall correspond to the Improvements to be provided with the applicable subdivision map.

1.2.7.1. Transportation

Plans submitted shall indicate the relationship of the Sub-Phase to the Major Phase and to the overall transportation

system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Sub-Phase, and/or connections to facilities outside the boundaries of the Sub-Phase. For a particular Sub-Phase, the following shall be submitted as they relate to all public spaces within the Sub-Phase:

1.2.7.1.1. Transit

- 1.2.7.1.1.1. Narrative materials with a discussion of anticipated transit to serve the Sub-Phase;

1.2.7.1.2. Public Roadways

- 1.2.7.1.2.1. Plans of new or reconstructed streets including any new or reconstructed streets to be impressed with the Public Trust consistent with the Public Trust Exchange;
- 1.2.7.1.2.2. Plan views and road sections consistent with the Infrastructure Plan and the Public Trust Exchange, as applicable;
- 1.2.7.1.2.3. Plan view of recreational bike trails and, if applicable, any separate commuter bike routes;

1.2.7.1.3. Mid-Block Breaks

- 1.2.7.1.3.1. Approximate locations of mid-block alleys and pedestrian ways.
- 1.2.7.1.3.2. Assignment of mid-block break construction responsibility to adjacent lots(s).
- 1.2.7.1.3.3. Conceptual design for mid-block breaks or assignment of design responsibility to a designated adjacent lot.

Conceptual design of mid-block breaks as well as assignment of construction and design responsibility to adjacent owners may be

subsequently modified by Developer or Vertical Developer in connection with a Schematic Design Documents Application submitted pursuant to the Treasure Island / Yerba Buena Island SUD, and shall not require additional review or approval beyond the process set forth therein for Schematic Design Documents Applications.

1.2.7.1.4. Pedestrian routes and improvements

1.2.7.1.4.1. Sidewalk width and pedestrian amenities;

1.2.7.1.4.2. Approximate locations of Public Alleys adjacent to Open Space Lots, and, to the extent known, other pedestrian connections, as applicable.

1.2.7.1.4.3. Description of Streetscape Improvements consistent with the Streetscape Master Plan

1.2.8. Infrastructure Plans and Documents

The following plans and documents shall be submitted for Infrastructure and Stormwater Management Controls to be developed in the Sub-Phase to the extent required below, and shall correspond to the Improvements to be provided with the applicable subdivision map.

1.2.8.1. Utilities. 50% Construction Documents for all utilities shall be submitted, along with a plan or narrative which indicates the relationship of the Sub-Phase to the Major Phase and to the utilities serving the Project Site, including where relevant:

1.2.8.1.1. Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable. In addition, for informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Sub-Phase within the Major Phase and the specific sewer and storm drain collection and conveyance facilities to be installed, shall be submitted.

1.2.8.1.2. Low and high pressure water mains, suction inlets, if applicable, and reclaimed water facilities.

In addition, for informational purposes, a generalized graphic and narrative description of these facilities, as related to the Sub-Phase within the Major Phase shall be submitted.

1.2.8.1.3. Joint trench – electric power, natural gas, telephone and data communications. In addition, anticipated corridors for these facilities shall be shown on the Site Plan or on utility subset of the Site Plan.

1.2.8.2. Proposed changes to the Infrastructure Plan, if any, and the reason for the proposed changes.

1.2.8.3. Stormwater Treatment Measures consistent with Major Phase Stormwater Control Plan and SFPUC requirements.

1.2.8.4. A description of any Transferable Infrastructure anticipated for the Sub-Phase if known.

1.2.8.5. Plans, elevations and sections, including structural, mechanical, electrical and other plans, at 1/16" = 1' or 1" = 20', at applicant's option, and with details as appropriate, including plans, elevations and sections for all buildings or structures that are the obligation of Developer to construct pursuant to the Infrastructure Plan.

1.2.9. Sub-Phase Parks and Open Space documents

Sub Phase Parks and Open Space documents shall be submitted consisting of 100% Design Development Drawings showing the following design elements for the Open Space Lots within the Sub-Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Conceptual Parks and Open Space Master Plan.

1.2.9.1. Landscape architectural plans and sections at 1/16" = 1' or 1" = 20' at applicant's option and with details as appropriate, fixing locations and design of landscape elements, including the following:

1.2.9.1.1. Paving, site furniture, stairs and other construction items;

1.2.9.1.2. Grading and drainage;

- 1.2.9.1.3. Planting;
- 1.2.9.1.4. Irrigation;
- 1.2.9.1.5. Lighting;
- 1.2.9.1.6. Environmental Graphics and Signage;
- 1.2.9.1.7. Fountains and related art works;
- 1.2.9.1.8. Sidewalks, crosswalks and other street improvements, including ADA compliance;
- 1.2.9.1.9. Service and vehicular access.
- 1.2.9.2. Plans, elevations and sections, including structural, mechanical, electrical and other plans, at 1/16" = 1' or 1" = 20', at applicant's option, and with details as appropriate, including plans, elevations and sections for all buildings or structures that will be located within the Open Space Lots that are the obligation of Developer to construct pursuant to the Open Space Plan.
- 1.2.9.3. Outline specifications.
- 1.2.9.4. Preliminary materials and color board.
- 1.2.9.5. Narrative summary of sustainability measures utilized, including LEED-ND checklist (or its equivalent) and/or green building specifications checklist, as applicable

1.2.10. Cost Estimates

Cost Estimates for 50% Construction Documents for Infrastructure, Stormwater Management Controls and 100% Design Development Documents for Open Space Lots shall be submitted.

1.2.11. Adequate Security

Developer shall provide to the Authority a form of Corporate Guaranty or other Adequate Security in accordance with Section 26 of the DDA prior to close of Escrow for the applicable Sub-Phase.

1.2.12. Associated Public Benefits

A summary of compliance with the Schedule of Associated Public Benefits as shown in the Schedule of Performance and a description of

the substance and the timing of the Associated Public Benefits to be provided in the Sub-Phase.

1.2.13. Phasing Plan

Within the Sub-Phase, any anticipated phasing of construction or temporary Improvements, including temporary or interim parking facilities, construction staging areas, and interim infrastructure, if any, shall be indicated. If there are any changes from the Phasing Plan, the submittal should include a description of and explanation for the proposed changes, including the reason for the change and compliance with the Phasing Goals.

1.2.14. Project MMRP

A report regarding compliance with the Project MMRP, and a description of the substance and timing of the Mitigation Measures to be completed during the Sub-Phase. The Executive Director shall review such report to ensure compliance with CEQA and the Project MMRP.

1.2.15. Re-Evaluation of Excess Land Appreciation Structure and - Setting of Minimum Bid Prices

Developer, at its option, may include a submittal supporting a re-evaluation of the Excess Land Appreciation Structure approved as part of the applicable Major Phase.

In addition, under certain circumstances described in Section 6.2.3, 17.2.6 and 17.5 of the DDA, Minimum Bid Prices for Residential Auction Lots and Non-Critical Commercial Lots will be set. In either such event, the procedures for approval of the Major Phase Decisions set forth in the DDA shall apply to approval of the revised Excess Land Appreciation Structure or Setting of Minimum Bid Prices, as applicable.

1.2.16. Retail Plan

For any Sub-Phase Application that includes retail components, Developer shall submit a retail plan for public review that includes the sizes and types of retail that will be targeted during that Sub Phase, including an updated assessment of the needs of Project residents for retail goods and services.

EXHIBIT 3

Documents to be Submitted for Streetscape Master Plans, Conceptual Parks and Open Space Master Plan and Signage Master Plans

1.1. Streetscape Master Plans.

Building off the standards and guidelines of the Design for Development documents, the Streetscape Master Plans shall be applicable only to streets that will be dedicated to the Authority or the City and publicly owned, and will consist of concept level plans that include, at a minimum, the following:

- 1.1.1. Street Trees. The Streetscape Master Plan will depict the types of street tree species proposed (and alternate species), general location, frequency and spacing of tree plantings, planting size, specifications for tree wells, and relationship to the street hierarchy.
- 1.1.2. Landscaping. The Streetscape Master Plan will depict typical locations for additional landscaping along sidewalks, in medians, or other areas of the right-of-way including design concepts, and species palette concepts.
- 1.1.3. Lighting. The Streetscape Master Plan will describe lighting fixture types, general location and frequency.
- 1.1.4. Street Furnishings. The Streetscape Master Plan will describe examples of selection of street furnishings including benches, trash/recycling receptacles, railings, bollards, newspaper racks, bicycle racks and kiosks. The Streetscape Master Plan will identify the general location, frequency and types of furnishing including typical streets and special installations at activity centers. Locations of and materials for transit facilities shall be coordinated with the San Francisco Municipal Transportation Agency.
- 1.1.5. Sidewalk Treatment. The Streetscape Master Plan will depict generally the sidewalk treatment, including surface materials, scoring patterns, curb ramp designs, and special treatments for boulevards and retail streets.
- 1.1.6. Paving, Striping and Curbing. The Streetscape Master Plan will depict generally the paving, striping, crosswalk and curbing features including traffic calming measures and special intersection treatments.
- 1.1.7. Stormwater Treatment Measures. The Streetscape Master Plan will depict generally the stormwater treatment measures and concepts that are within the public right of way.

- 1.1.8. Utilities. The Streetscape Master Plan will describe generally the preferred locations for utility boxes and vaults. The Streetscape Master Plan shall provide designs for appropriate vault covers and control boxes where applicable.

The Streetscape Master Plan shall describe the overall circulation plans, land uses, street hierarchy and specific streetscape responses to the street typologies. Plans shall be described and illustrated with typical plans, and sections of each street in the applicable Project Area. Areas of special treatment or unique configurations shall be described in greater detail. Detailed studies and images of selected materials, furnishings, trees, and plant species shall be provided. Conceptual details of installation standards should be provided where appropriate.

1.2. Conceptual Parks and Open Space Master Plan

Building off the standards and guidelines of the Design for Development document, the Conceptual Parks and Open Space Master Plan shall be applicable to the Open Space Lots and will consist of concept level plans for the parks that include, at a minimum, the following:

- 1.2.1. A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for each park and open space area;
- 1.2.2. An illustrative site plan to scale showing:
 - 1.2.2.1. Conceptual circulation systems (vehicular, bicycle and pedestrian) including parking;
 - 1.2.2.2. Conceptual grading and drainage;
 - 1.2.2.3. Generalized locations of active and passive recreational areas; park elements and facilities;
 - 1.2.2.4. Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas;
 - 1.2.2.5. Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing.
- 1.2.3. Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities;
- 1.2.4. Image “boards” showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps

and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

1.3. Signage Master Plan.

The Signage Master Plans shall be concept level plans that include, at a minimum, signage controls governing program area, text size and design, or volume dimensions or limitations, and a description of any uniform signage features proposed for all Public Property within the Project Site. The Signage Master Plan will address all signage in the public areas of the Project Site including temporary signs; parking and other wayfinding signs; kiosks, streetscape commercial signage, and street furniture-related commercial signage; but excluding standard street signs or park signage. Signage plans associated with Vertical Improvements located on property conveyed in fee to and retained by Developer will be reviewed and approved for consistency with the Design for Development Standards and Guidelines for Signage as part of the Vertical Approvals process set forth in the Treasure Island /Yerba Buena Island SUD.

EXHIBIT DD

Form of Engineer's Certificate

DATE: _____

TO: Treasure Island Development Authority
c/o Office of Economic and Workforce Development
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attention: _____

FROM: _____

RE: [Description of Infrastructure] (the "Infrastructure")

This Engineer's Certificate is being provided pursuant to Section 9.2 of that certain Disposition and Development Agreement (Treasure Island/Yerba Buena Island), by and among Treasure Island Community Development, LLC, a California limited liability company ("**Developer**"), and the Treasure Island Development Authority, a California nonprofit public benefit corporation (the "**Authority**"), dated for reference purposes as of _____, 2011, and recorded in the Official Records of the City and County of San Francisco on _____, as Document No. _____ at Reel _____, Image _____ (as amended, the "**DDA**"), [and that certain Assignment and Assumption Agreement related thereto dated as of _____, 20__ by and between Developer and _____, a _____ ("**Transferee**")]. Capitalized terms used but not otherwise defined in this Engineer's Certificate have the meanings given to them in the DDA.

As the Engineer of Record for the design and construction of the Infrastructure, I visited the Infrastructure site at intervals appropriate to the state of construction, or as otherwise agreed by me and [Developer/Transferee], to become generally familiar with the progress and quality of the construction completed and to determine in general if the construction was being performed in a manner indicating that the construction when completed would be in accordance with the Construction Documents approved by the Authority and the City under the TI/YBI Subdivision Code. I observed the Infrastructure construction from _____, 20__ to _____, 20__, and all the statements made below are made as of the date(s) of my observation(s). My opinions and statements provided in this certificate are limited to my on-site inspections. I am not required to make nor have I made exhaustive or continuous on-site inspections of the Infrastructure.

I neither retained nor exercised control over or charge of, nor am I responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the Infrastructure.

I shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Construction Documents. I neither have nor have had control over or charge

of acts or omissions of any contractor, subcontractor or their agents or employees, or of any other person performing portions of the construction.

As Engineer of Record for the construction of the Infrastructure and subject to the limitations set forth above, I hereby certify to the best of my knowledge, information and belief, in my professional opinion, as follows:

1. I have observed the construction of the Infrastructure on the dates set forth above.
2. The Construction Documents provide for the construction of the Infrastructure in accordance with all applicable laws, including the TI/YBI Subdivision Code.
3. Construction of the Infrastructure has been performed in a good and work person-like manner and in accordance with the Construction Documents, except as may be noted on Exhibit DD-1 attached hereto.
4. All work performed and material and fixtures used in connection with the construction of the Infrastructure are in accordance with the Construction Documents, except as may be noted on Exhibit DD-1 attached hereto.
5. Construction of the Infrastructure has been completed in accordance with all applicable building laws, regulations and ordinances.
6. The required certificates, approvals and permits of all governmental authorities having jurisdiction covering the work to date on the Infrastructure have been issued and are in force, and there is not an undischarged violation of applicable laws, regulations, or orders of any governmental authority having jurisdiction of which I have notice as of the date hereof, except as may be noted on Exhibit DD-1 attached hereto.

[Engineer of Record]

By: _____
Name: _____
Title: _____

EXHIBIT DD-1

Exceptions to Engineer's Certificate

The statements made on the Engineer's Certificate to which this Exhibit DD-1 is attached are subject to the following exceptions:

Exhibit EE
FINANCING PLAN
(TREASURE ISLAND/YERBA BUENA ISLAND)

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TABLE OF CONTENTS

	<u>Page</u>
1. OVERVIEW	1
1.1 Project Purposes; Project Accounts.....	1
1.2 Funding Sources for Project Costs	3
1.3 Distribution of Net Cash Flow	4
1.4 Reimbursements of Additional Consideration	8
1.5 Consultants.....	9
1.6 Recordkeeping.....	10
1.7 Unreimbursed Authority Costs.....	12
2. COMMUNITY FACILITIES DISTRICT FINANCING	12
2.1 Formation of CFDs	12
2.2 Scope of CFD-Financed Costs	13
2.3 Parameters of CFD Formation.....	13
2.4 Issuance of CFD Bonds.....	17
2.5 Use of Proceeds	18
2.6 Miscellaneous CFD Provisions	18
2.7 Ongoing Park Maintenance	21
2.8 CFD Limitations	23
3. INFRASTRUCTURE FINANCING DISTRICT FINANCING.....	25
3.1 Formation of IFDs	25
3.2 Scope of IFD-Financed Costs.....	26
3.3 Issuance of IFD Debt.....	26
3.4 Pledge of Net Available Increment.....	27
3.5 Budget Procedures	28
3.6 Housing Costs.	29
3.7 Miscellaneous IFD Provisions.....	30
3.8 IFDs and Net Available Increment Upon Termination.....	31
3.9 Net Available Increment Under Certain Situations.....	33
4. ALTERNATIVE FINANCING AND PUBLIC FINANCING GENERALLY	34
4.1 Alternative Financing	34
4.2 Formation and Issuance Alternatives.....	35
4.3 Grants	35
4.4 Provisions Applicable To All Public Financings.....	36
4.5 Terms of the Public Financings.....	37
4.6 Reimbursements for Qualified Project Costs	38

5.	POLICE, FIRE STATION AND PUBLIC PARKING FINANCING.....	40
5.1	Request for Financing From City	40
6.	MISCELLANEOUS PROVISIONS	40
6.1	Interim Lease Revenues	40
6.2	Marina Revenues.....	41
6.3	Key Money.....	41
7.	INTERPRETATION; DEFINITIONS.....	41
7.1	Interpretation of Agreement	41
7.2	Defined Terms	42

LIST OF ATTACHMENTS

Attachment A.	Form of Acquisition and Reimbursement Agreement
Attachment B.	Expected Categories of Island Wide Costs

FINANCING PLAN (TREASURE ISLAND/YERBA BUENA ISLAND)

This FINANCING PLAN (Treasure Island/Yerba Buena Island) (the “**Financing Plan**”) implements and is part of both the DDA and the City DA. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 7.2.

1. OVERVIEW

1.1 Project Purposes; Project Accounts

(a) Funding Goals. Developer and Authority are entering into the DDA, and Developer and City are entering into the City DA, both of which include this Financing Plan as an exhibit, with the following financial goals for the Project (collectively, the “**Funding Goals**”):

(i) Ensure that the proposed Project is economically and fiscally feasible.

(ii) Fund the proposed Project’s capital costs and on-going operation and maintenance costs relating to the development and long-term operation of the Project Site (including the Authority’s administrative expenses, community facilities, open space maintenance and transportation) from revenues generated by the Project that would not exist but for the Project – including land sales, lease revenues, project-generated public financing revenues, and tax revenues created by the Project – in a manner that does not negatively impact the City’s General Fund revenues over the life of the Project, except as set forth herein.

(iii) Ensure that the provision of the community benefits and facilities described in the DDA and City DA are a priority of the Project.

(iv) Provide a mechanism for Authority and Navy participation in Net Cash Flow from the development of the Project in the event Developer achieves a return in excess of agreed upon rates of return, and as consistent with the terms of the Conveyance Agreement.

(v) Incorporate the legal restrictions on the allowable uses of Gross Revenues arising under (i) the Conveyance Agreement and (ii) State law applicable to the Public Trust Parcels.

(vi) Provide mechanisms and Funding Sources that will allow Developer to maximize Developer’s IRR.

(vii) Maximize Funding Sources available to finance Qualified

Project Costs, by, among other things, to the extent reasonably feasible and consistent with this Financing Plan, using tax-exempt debt.

(viii) Minimize the costs to Developer (such as costs of credit enhancement) associated with the Funding Sources to the extent reasonably feasible and to use debt requiring credit enhancement only with Developer's written consent.

(ix) Provide financing of the Housing Costs in the manner set forth in Section 3.6 and Section 3.7(c).

(x) Implement sound and prudent public fiscal policies that protect the City's General Fund, Authority's general funds, and the City's and Authority's respective financial standings and fiduciary obligations, while operating within the constraints of this Financing Plan and, as applicable, the IFD Act, the CFD Act, the CFD Goals, and Tax Laws.

(b) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between Authority, City, and Developer in achieving the Funding Goals necessary to implement the Project. Accordingly, Authority and City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form requested CFDs, adopt RMAs, and levy Project Special Taxes within CFDs and incur CFD Bonds to pay as applicable Qualified Project Costs, Ongoing Park Maintenance, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to form requested IFDs and to approve IFPs for each IFD that provide for the issuance of IFD Debt that is consistent with the Funding Goals to pay Qualified Project Costs.

(iii) City to allocate and approve IFPs that provide for the application of Net Available Increment to pay Qualified Project Costs as provided in this Financing Plan, and to allocate Conditional City Increment to pay debt service on IFD Debt as provided in this Financing Plan.

(iv) City and Authority to finance Ongoing Park Maintenance in the manner described in this Financing Plan.

(c) Project Accounts.

(i) Developer shall, and shall require all Transferees to, establish and maintain one or more accounts (each, a "**Project Account**") with the San Francisco branches of financial institutions Approved by Authority to which all Gross Revenues shall be deposited. Financial institutions holding Project Accounts may be changed from time to time with Approval of Authority and Developer.

(ii) Developer shall, and shall require all Transferees: (A) not to

commingle funds held in a Project Account with funds not related to the Project, including Affiliate accounts; and (B) to retain and make statements and all other records related to Project Accounts available for Authority's review and audit in accordance with Section 1.6.

(d) Security Interest in Project Accounts. Provided (A) Developer has completed all Developer Construction Obligations and (B) Authority has received an IRR Statement showing that Developer has achieved a cumulative IRR of more than 22.5% at the end of the last Quarter of the Reporting Period covered by such IRR Statement, Developer and Authority shall cooperate reasonably with one another to provide Authority and the Navy with security for Developer's obligation to make payments in accordance with Section 1.3. Security will be in the form of perfected security interests in the Project Accounts superior to any other security interests, evidenced by a UCC-1 financing statement and a control agreement with each financial institution holding a Project Account, or by other arrangements Approved by both Developer and Authority.

1.2 Funding Sources for Project Costs

(a) Funding Sources. Sources of public funding that will be used to pay or reimburse Developer for Qualified Project Costs include, but are not limited to: (A) Public Financing; (B) proceeds of Project Grants that Authority procures to the extent applied to Project Costs under Section 4.3; (C) Project Special Taxes and Remainder Taxes; (D) Net Available Increment and other Increment allocated to Qualified Project Costs pursuant to Section 3.7(c); and (E) Net Interim Lease Revenues described in Section 6.1(a)(iv). The sources identified in clauses (A)-(E) are collectively referred to in this Financing Plan as "**Funding Sources**."

(b) Limited Public Obligation. Developer acknowledges that in no event may the City's General Fund or any of Authority's general funds be obligated to finance the Qualified Project Costs other than as set forth in this Financing Plan without City's or Authority's express written consent, as applicable.

(c) Developer Sources.

(i) Developer Contributions for Project Costs. Developer's sources for Project Costs include: (A) Developer equity; (B) Gross Revenues; (C) Developer construction and development financing; and (D) proceeds of Project Grants that Developer procures.

(ii) Developer Construction Obligations. Developer acknowledges that the Developer Construction Obligations will not be affected if Project Costs exceed the actual Funding Sources.

1.3 Distribution of Net Cash Flow

(a) Implementation of Conveyance Agreement.

(i) Under the Conveyance Agreement, Authority and the Navy agreed that the Net Cash Flow from the Project will be shared by the Navy after certain thresholds are met. Authority shall also share in the Net Cash Flow after certain thresholds are met. This Section 1.3 implements (i) the provisions of the Conveyance Agreement and (ii) Authority and Developer's agreement with respect to the sharing of Net Cash Flow between them.

(ii) To the extent Authority has not paid the Initial Navy Consideration with Net Interim Lease Revenues pursuant to Section 6.1(a)(ii) or as otherwise provided in this Financing Plan, Developer will pay to Authority or Navy (on behalf of Authority) the Initial Navy Consideration in the manner described in Section 4.2 of the Conveyance Agreement and any related late payment penalties caused by Developer's failure to make timely payments to Navy, on behalf of Authority, as such penalties are imposed pursuant to Section 4.3.4 of the Conveyance Agreement.

(b) Calculation of IRR. Within forty-five (45) days after the expiration of the eighth full calendar Quarter occurring after the Initial Closing and forty-five (45) days after the expiration of each subsequent Quarter during the Term of the Conveyance Agreement with respect to the Navy, and until the Cash Flow Distribution Termination Date with respect to Authority, Developer shall submit a reasonably detailed statement to Authority and the Navy (the "**IRR Statement**") accompanied by an Accounting consistent with the Conveyance Agreement showing (i) for any IRR Statement provided during the Initial Consideration Term, the cumulative IRR achieved as of the end of each of the eight (8) immediately prior Quarters, and (ii) for any IRR Statement provided after expiration of the Initial Consideration Term, the cumulative IRR achieved as of the end of each of the six (6) prior Quarters (the eight or six Quarter Period, as applicable, the "**Reporting Period**"). The IRR Statement shall also calculate the average IRR over the Reporting Period, calculated by adding the cumulative IRR shown for each Quarter in the Reporting Period and dividing the total by the number of Quarters in the Reporting Period.

(c) Share of Net Cash Flow.

(i) Until the IRR Statement shows that Developer has achieved an average IRR of more than 18.00% over the Reporting Period, all Net Cash Flow shall be distributed to Developer.

(ii) If the IRR Statement shows that Developer has achieved an average IRR of more than 18.00% over the applicable Reporting Period, then Developer, on behalf of Authority, shall within forty-five (45) days after the end of the last Quarter of the applicable Reporting Period until the earlier of (A) such time as the aggregate amount of First Tier Payments equals Fifty Million Dollars (\$50,000,000)

("First Tier Compensation") and (B) the Termination Date, pay the Navy an amount that would reduce the cumulative IRR as of the end of the Reporting Period to 18.00% (each, a "First Tier Payment"). Developer shall pay to Navy on behalf of Authority any related late payment penalties caused by Developer's failure to make timely payments to Navy, on behalf of Authority, as such penalties are imposed pursuant to Section 4.3.4 of the Conveyance Agreement.

(iii) If an IRR Statement shows that Developer has achieved, after reducing Net Cash Flow by the amount of any First Tier Payments, an average IRR of more than 22.5% within the applicable Reporting Period, then Developer, on behalf of Authority, shall within forty-five (45) days after the end of the last Quarter of the applicable Reporting Period, for the periods specified below, pay (A) during the Term, to the Navy 35% of the total amount of Net Cash Flow that would reduce the cumulative Developer's IRR to 22.5% as of the end of the Reporting Period (per the calculation methodology provided for in Exhibit DD to the Conveyance Agreement) (each, a "Second Tier Payment") and (B) to Authority, (i) during the Term, 10% of the total amount of Net Cash Flow and (ii) after the Term and continuing until the Cash Flow Distribution Termination Date, 45% of the total amount of Net Cash Flow, in each case that would reduce the cumulative IRR to 22.5% as of the end of the Reporting Period (per the calculation methodology provided for in Exhibit DD to the Conveyance Agreement) (an "Authority Second Tier Payment"). Developer shall pay to Navy, on behalf of Authority, any related late payment penalties caused by Developer's failure to make timely payments to Navy, on behalf of Authority, as such penalties are imposed pursuant to Section 4.3.4 of the Conveyance Agreement.

(iv) If an IRR Statement shows that Developer has achieved, after reducing Net Cash Flow by the amount of any First Tier Payments, Second Tier Payments, and Authority Second Tier Payments, an average IRR of more than 25.0% within the applicable Reporting Period, then Developer shall within forty-five (45) days after the end of the last Quarter of the applicable Reporting Period until the Cash Flow Distribution Termination Date, pay Authority an additional 5% of the total amount of Net Cash Flow that would reduce the cumulative Developer's IRR to 25.0% as of the end of the Reporting Period (per the calculation methodology provided for in Exhibit DD to the Conveyance Agreement) (each, an "Authority Third Tier Payment"), such that the share of Net Cash Flow above the IRR threshold of 25% to the Navy, Authority, and Developer are 35%, 15%, and 50%, respectively, during the Term, and 0%, 50%, and 50%, respectively, after the Term.

(v) Exhibit DD to the Conveyance Agreement provides a demonstration of the IRR calculation and the sharing of Net Cash Flow.

(d) Accounting. Developer shall maintain accurate books and records specific to the Project setting forth all components used for determining the Additional Consideration and the Authority Consideration, including, without limitation, each component of Net Cash Flow, and to determine the amount of Redesign Costs and credits against Initial Navy Consideration and Additional Consideration. Each IRR Statement submitted by Developer shall be accompanied by a complete Accounting.

The Accounting shall be in conformance with GAAP where applicable, or with respect to the IRR Statement, in conformance with appropriate industry standards.

(e) Reconciliation of Final Conveyance Agreement IRR.

(i) Developer shall, within one hundred and eighty (180) days after the Termination Date, submit a final Accounting to Authority and the Navy, showing Developer's cumulative IRR for the entire term of the Project through the Termination Date (the "**Final Conveyance Agreement IRR**") and all payments of Additional Consideration made to the Navy on behalf of Authority hereunder during the period specified in Section 1.3(c) and all payments of Authority Consideration made to Authority hereunder during the same period (the "**Final Conveyance Agreement IRR Statement**"). The Final Conveyance Agreement IRR Statement and Accounting shall be performed and certified by an independent CPA in accordance with appropriate industry standards.

(ii) If the Final Conveyance Agreement IRR Statement and Accounting discloses that the Final Conveyance Agreement IRR exceeded 18% but the First Tier Payments to the Navy were less than the amount required by Section 1.3(c)(ii), Developer shall pay to the Navy on behalf of Authority the amount of Net Cash Flow necessary to reduce the Final Conveyance Agreement IRR to 18%, so long as the total of all First Tier Payments does not exceed the maximum amount required by Section 1.3(c)(ii).

(iii) If the Final Conveyance Agreement IRR Statement and Accounting discloses that the Final Conveyance Agreement IRR exceeded 22.5%, but the Second Tier Payments totaled less than 35% of Net Cash Flow for the Project during the Term above a 22.5% Final Conveyance Agreement IRR, then Developer shall cause to be paid to Navy on behalf of Authority the amount of Net Cash Flow necessary to raise the total of Second Tier Payments to equal 35% of all Net Cash Flow during the Term above a 22.5% Final Conveyance Agreement IRR.

(iv) If the Final Conveyance Agreement IRR Statement and Accounting discloses that the Final Conveyance Agreement IRR exceeded 22.5%, but Authority Second Tier Payments during the Term totaled less than 10% of Net Cash Flow for the Project during the Term above a 22.5% Final Conveyance Agreement IRR, then Developer shall cause to be paid to Authority the amount of Net Cash Flow necessary to raise the total of Authority Second Tier Payments during the Term to equal 10% of all Net Cash Flow during the Term above a 22.5% Final Conveyance Agreement IRR.

(v) If the Final Conveyance Agreement IRR Statement and Accounting discloses that the Final Conveyance Agreement IRR exceeded 25.0%, but Authority Third Tier Payments during the Term totaled less than 5% of Net Cash Flow for the Project during the Term above a 25.0% Final Conveyance Agreement IRR, then Developer shall cause to be paid to Authority the amount of Net Cash Flow necessary to raise the total of Authority Third Tier Payments during the Term to equal 5% of all Net

Cash Flow during the Term above a 25.0% Final Conveyance Agreement IRR.

(f) Reconciliation of Final IRR.

(i) Developer shall, within one hundred and eighty (180) days after the Cash Flow Distribution Termination Date, submit a final Accounting to Authority, showing Developer's cumulative IRR for the entire term of the Project through the Cash Flow Distribution Termination Date (the "**Final IRR**") and all payments of Authority Consideration made to Authority hereunder (the "**Final IRR Statement**"). The Final IRR Statement and Accounting shall be performed and certified by an independent CPA in accordance with appropriate industry standards.

(ii) If the Final IRR Statement and Accounting discloses that the Final IRR exceeded 22.5%, but during the period beginning one day after the Term and continuing until the Cash Flow Distribution Termination Date, Authority Second Tier Payments hereunder totaled less than 45% of Net Cash Flow for the Project above a 22.5% Final IRR during the period beginning one day after the Term and continuing until the Cash Flow Distribution Termination Date, then Developer shall cause to be paid to Authority the amount of Net Cash Flow necessary to raise the total of Authority Second Tier Payments to equal 45% of all Net Cash Flow above a 22.5% Final IRR for the period beginning one day after the Term and continuing until the Cash Flow Distribution Termination Date.

(iii) If the Final IRR Statement and Accounting discloses that the Final IRR exceeded 25.0%, but Authority Third Tier Payments hereunder totaled less than 5% of Net Cash Flow for the Project above a 25.0% Final IRR during the period beginning one day after the Term and continuing until the Cash Flow Distribution Termination Date, then Developer shall cause to be paid to Authority the amount of Net Cash Flow necessary to raise the total of Authority Third Tier Payments to equal 5% of all Net Cash Flow above a 25.0% Final IRR during the period beginning one day after the Term and continuing until the Cash Flow Distribution Termination Date.

(g) Reconciliation of Redesign Costs. Within one hundred eighty (180) days after completion of all planning, entitlement, design and rebuilding work required under the Redesign Plan, as evidenced by City acceptance of all public improvements and final building inspection sign-off for all improvements as identified in the Work Program, Developer shall provide Authority and the Navy with a statement that includes an Accounting of all Redesign Costs actually incurred by Developer and Authority and a statement of the amount to be credited against Initial Consideration in accordance with Section 4.3.6.2 of the Conveyance Agreement. The Accounting shall be performed and certified by an independent CPA in accordance with GAAP.

(h) Submission of IRR Statements. Developer shall continue to submit the IRR Statement and Accounting (A) to the Navy and Authority until the Termination Date, and (B) to Authority only following the Termination Date until the Cash Flow Distribution Termination Date.

(i) Compliance with Conveyance Agreement. Developer shall provide Authority with all information and shall cooperate with Authority to the extent necessary for Authority to comply with its reporting and audit obligations under the Conveyance Agreement.

(j) Audit. Authority shall be entitled from time to time to audit Developer's books, records, and accounts pertaining to the Net Cash Flow and all components thereof, the payment of Additional Consideration, the calculation and payment relating to the Authority Second Tier Payments and Authority Third Tier Payments, the calculation, payments and credits relating to the Redesign Costs, and shall be entitled to allow the Navy to undertake an audit to the extent described in Section 4.3.7 of the Conveyance Agreement. Such audit shall be conducted during normal business hours upon ten (10) business days notice at the principal place of business of Developer and other places where records are kept. Authority shall provide Developer with copies of any audit performed. If it shall be determined as a result of such audit that there has been a deficiency in the payment of any Additional Consideration, Authority Second Tier Payments and Authority Third Tier Payments, Developer shall immediately pay any such deficiency with interest at the Default Interest Rate. In addition, if it shall be determined as a result of such audit that an Accounting has understated the Net Cash Flow for the applicable period by more than five percent (5%), Developer shall be required to pay, in addition to interest as aforesaid, all of Authority's costs and expenses and all of the Navy's costs and expenses connected with the audit or review of Developer's accounts and records for the Project. All such payments shall be paid within thirty (30) days of receipt of written notice to Authority of such underpayment and such audit costs shall not be allowed as a Development Cost. The issue of whether Net Cash Flow is understated or overstated by five percent (5%) or more may be arbitrated according to the procedures in section 15 of the DDA, but the arbitration must be conducted by arbitrators who have at least ten (10) years' experience in arbitrating disputes involving complex financial accounting.

(k) Excess Land Appreciation Structure Profits. To the extent it is commercially reasonable to do so and consistent with market practices for each product type at the time, all sales agreements, leases or subleases, as applicable, between a Vertical Developer and Developer will require Vertical Developer to pay Developer a percentage of any net profits above a mutually agreed-upon forecasted rate arising from the Excess Land Appreciation Structure. The net profits from the Excess Land Appreciation Structure actually received by Developer shall constitute Gross Revenues.

1.4 Reimbursements of Additional Consideration

(a) Additional Consideration in Event of Termination. In the event that Authority terminates all or any portion of the DDA before the issuance of the last Certificate of Completion for the Project for any reason, Authority shall do the following:

(i) require that any other developer that agrees to develop the

property in the Project Site (the “**Other Developer**”) make payments of Net Cash Flow to Authority in the same manner as set forth in Section 1.3;

(ii) in calculating the amount of the First Tier Payments and Second Tier Payments to be paid to the Navy, Authority shall calculate such amounts based on the cumulative IRR for the Project Site as a whole, and not on the cumulative IRR of any particular developer’s project;

(iii) to ensure that Authority has sufficient funds, however, to pay the Navy its First Tier Compensation, the First Tier Payments shall be calculated separately for Developer and each Other Developer, and any First Tier Payments payable under the separate calculations shall be paid to Authority by Developer and each Other Developer, as applicable, and held as a deposit to be used to pay the Navy its First Tier Compensation (calculated based on the Project Site as a whole) as and when due, with any excess remaining on deposit with the Authority pending the payment of the full amount of the First Tier Compensation to the Navy;

(iv) if, following the payment of the First Tier Compensation to the Navy, the amount Authority collected from Developer and each Other Developer is greater than the amount of the First Tier Compensation actually paid to the Navy, then Developer and each Other Developer shall be reimbursed such excess amounts pro rata (based upon the cumulative amount Developer and each Other Developer paid in First Tier Payments);

(v) to ensure that Authority has sufficient funds to pay the Navy its Second Tier Participation, the Second Tier Payments shall be calculated separately for Developer and each Other Developer, and any Second Tier Payments payable under the separate calculations shall be paid to Authority by Developer and each Other Developer, as applicable, and held as a deposit, to be used to pay the Navy its Second Tier Participation (calculated based on the Project Site as a whole) as and when due, with any excess remaining on deposit with the Authority pending the calculation of the Final Conveyance Agreement IRR for the Project Site as a whole; and

(vi) if, following the determination of the Final Conveyance Agreement IRR for the Project Site as a whole, the amount Authority has on deposit from Developer and each Other Developer from Second Tier Payments is greater than the amount of Second Tier Participation actually paid to the Navy, then Developer and each Other Developer shall be reimbursed such excess amounts pro rata (based upon the cumulative amount Developer and each Other Developer paid in Second Tier Payments over the Term).

1.5 Consultants

(a) Authority Consultants. City and Authority, following consultation with Developer, will select any consultants necessary to implement their respective portions of this Financing Plan, including the formation of any IFD and CFD and the issuance of any Public Financing. To the extent that similar consultants are retained

customarily by local agencies in California that engage in public financing similar or of similar complexity to the Public Financing, the consultants may include special tax consultants, tax increment fiscal consultants, appraisers, financial advisors, bond underwriters, absorption consultants, bond counsel, bond trustees, escrow agents, and escrow verification agents. City's and Authority's reasonable out-of-pocket costs that are not contingent upon the issuance of a Public Financing will be advanced by Developer pursuant to a deposit agreement to be entered into among City, Authority, and Developer, and Developer shall be entitled to reimbursement of such advances from the proceeds of the Public Financing if authorized by the applicable CFD Act, the IFD Act, Tax Laws, and other governing law. To the extent not advanced by Developer, City's and Authority's reasonable out-of-pocket costs that are customarily paid by local agencies in the State for Public Financing consultants will be reimbursed from the proceeds of a Public Financing to the extent permitted under the CFD Act, the IFD Act, applicable Tax Laws, and other governing law. To the extent Authority is not so reimbursed, such unreimbursed consultant costs will be Authority Costs under the DDA.

(b) Developer Consultants. Developer may engage its own consultants to advise it on matters related to this Financing Plan or any Public Financing, and its reasonable out-of-pocket costs will be reimbursed from the proceeds of a Public Financing to the extent permitted under the CFD Act, the IFD Act, applicable Tax Laws, and other governing law. To the extent Developer is not reimbursed from the proceeds of a Public Financing, such costs will be Soft Costs.

1.6 Recordkeeping

(a) Annual Reports.

(i) Commencing as of the date that Developer obtains the Major Phase Approval for the Initial Major Phase and ending on the later of (A) the date on which Developer has received the final Certificate of Completion for all of the Infrastructure and Stormwater Management Controls and (B) the earlier of (i) the date on which Developer has been reimbursed for all Qualified Project Costs and (ii) the date on which there are no further Gross Revenues available to reimburse Developer for Qualified Project Costs, Developer shall prepare and deliver to Authority an annual financial report on the Project no later than four (4) months following the end of each Developer Fiscal Year for which a report is due (each, an "**Annual Report**"). If Developer obtains a Major Phase Approval less than six (6) months before the end of a Developer Fiscal Year, Developer may include reporting for that Major Phase in the Annual Report for the next Developer Fiscal Year. If any Annual Report shows any material discrepancy, then Developer must correct the discrepancy in its Records, and Developer and the Authority agree to meet and confer on the best method for correcting any overpayment or underpayment by the end of the next quarter in the Developer Fiscal Year.

(ii) Annual Reports must include the following information, reported separately for each Major Phase for which a Major Phase Approval has been

obtained and in the aggregate for the Project as a whole: (A) updated estimates of and actual Project Costs, Qualified Project Costs, and Gross Revenues; (B) if applicable, variances from the prior Annual Report; (C) a statement reflecting the application of any Net Cash Flow that Developer has received during the prior Developer Fiscal Year; (D) a statement of Qualified Project Costs reimbursed from Funding Sources; (E) a statement of Qualified Project Costs previously incurred but not yet reimbursed from the Funding Sources; (F) new development expected to occur or that is occurring, the assessed value of which is expected to be included on the secured real property tax roll for the next Fiscal Year; and (G) any sales of Lots under article 17 of the DDA that are expected to occur and the assessed value of which is expected to be included on the secured real property tax roll for the next Fiscal Year.

(iii) Developer's Annual Report must cover the entire Project, even if Developer has Transferred part or all of its interest in a Major Phase or Sub-Phase to a Transferee.

(iv) Developer's obligation to provide Annual Reports will terminate as to any portion of the Project as to which the DDA is terminated after Developer has provided to Authority the Annual Report covering the Developer Fiscal Year during which the termination took effect.

(b) Developer Books and Records. Developer shall maintain books and records of all: (i) Gross Revenues; (ii) application of Funding Sources to Qualified Project Costs; and (iii) Project Costs, organized by Major Phases, in accordance with generally accepted accounting principles consistently applied, or in another auditable form Approved by Authority (the "**Records**"). Developer shall maintain Records for each Major Phase in the City or at another location Approved by Authority for at least four (4) years after the applicable Major Phase closing date. After reasonable notice, Developer shall make the Records available to Authority at reasonable times.

(c) Authority Records. Authority shall provide copies of its audited financial statements relating to the Project Site to Developer as soon as practicable following their public filing or release.

(d) City Records. City shall provide copies of its audited financial statements relating to the Project Site to Developer as soon as practicable following its public filing or release. The IFP for each IFD shall provide that, if prepared, the IFD shall provide copies of any annual Statement of Indebtedness relating to the Project Site to Developer as soon as practicable following its public filing or release.

(e) Accounting. Developer, City, and Authority will separately track the use of all Funding Sources and any revenues generated from the Project as a whole and from the Public Trust Parcels in order to ensure that they are used only for purposes consistent with this Financing Plan and applicable law.

1.7 Unreimbursed Authority Costs. If: (a) Developer commits a Material Breach under the DDA; (b) Authority obtains a final judgment for the payment of any related amount under article 15 of the DDA; and (c) Authority makes demand for payment of the amount of the final judgment on any Adequate Security, but does not receive payment within thirty (30) days after Authority's written demand, then Authority may, to the extent permitted under applicable law, recover from any available proceeds of a Public Financing the amount of the final judgment, plus Authority's costs of collection and interest at the rate of ten percent (10%) per annum of the amount of the final judgment, calculated from the date the payment was due until paid in full, compounded annually. This provision will not apply to Authority Costs to be paid from the proceeds of any Public Financing as provided in the applicable Indenture or other governing documents, or from Project Grants according to their terms. This provision will not apply to Authority Costs paid pursuant to Sections 6.1 and 6.2 of this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of CFDs

(a) Formation. City shall establish all CFDs from time to time as Developer acquires Sub-Phases under the DDA. All CFDs will be formed and administered to achieve the Funding Goals and in accordance with the CFD Act and the CFD Goals. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion Approves a waiver of the CFD Goals. Any CFD may include separate Improvement Areas and tax zones. In addition, Developer and City may agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation documents.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) At any time, and from time to time, after Authority acquires all or part of the Project Site from the Navy, Developer may petition City under the CFD Act from time to time to establish one or more CFDs within the Sub-Phase. In its petition, Developer may include proposed specifications for the CFD, including Assigned Project Special Tax Rates, Project Special Tax rates, CFD boundaries and any proposed Improvement Areas and tax zones within the CFD (which may include one or more Sub-Phases or Major Phases), the identity of any property to be annexed into the CFD at a later date, the total tax burden that will result from the imposition of the Project Special Taxes (subject to the 2% Limitation for Taxable Residential Units), and other provisions. Developer's proposed specifications will be based on Developer's development plans, market analysis, and required preferences, but in all cases will be

subject to this Financing Plan, the Funding Goals, and the CFD Goals.

(ii) Following City's receipt of a petition, Developer and City will meet with City's Public Financing consultants to determine reasonable and appropriate terms of the proposed CFD that are consistent with Developer's petition and the Funding Goals.

(d) Authorized Uses. Each CFD shall be authorized to finance all of the Qualified Project Costs, Additional Community Facilities, and Ongoing Park Maintenance, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the Infrastructure and Stormwater Management Controls. Authority and the City have agreed that the Interagency Cooperation Agreement, which will be executed in connection with the DDA, is a joint community facilities agreement under the CFD Act for all of the Infrastructure and Stormwater Management Controls to be financed by CFDs and owned or operated by the Authority. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any other required joint community facilities agreement with a Governmental Entity other than Authority before the issuance of any CFD Bonds that will finance Infrastructure and Stormwater Management Controls that will be owned or operated by such Governmental Entity other than Authority.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the applicable CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. A CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Park Maintenance that: (a) are financeable under the CFD Act; and (b) qualify under Tax Laws, if CFD Bonds are issued and if CFD Bonds are issued as tax-exempt bonds.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing an RMA for each CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop an RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the applicable CFD. Each CFD will be subject to its own RMA and authorized bonded indebtedness limit.

(b) RMA Consultants and Approval. The RMA for any CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to Approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum rate specified in the CFD Goals and this Financing Plan, unless otherwise Approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for each CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Tax based on: (i) actual administration costs of other community facilities districts of the City; (ii) the CFD's complexity and size; and (iii) cumulative administration costs for all anticipated CFDs for the Project. The contracts for consultants administering the CFDs and the calculation of any City staff time deemed administration expenses will be determined in accordance with article 19 of the DDA.

(d) Assigned Project Special Tax Rates for Developed Property. Each RMA will specify Project Special Tax rates for Developed Property within the CFD (each an "**Assigned Project Special Tax Rate**"). The Assigned Project Special Tax Rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. Each RMA will establish Assigned Project Special Tax Rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer Approve a higher ratio to market the First Tranche CFD Bonds effectively.

(e) Total Tax Obligation. The Assigned Project Special Tax Rates will be set so that the Total Tax Obligation on any Taxable Residential Unit within a CFD will not exceed two percent (2%) of the projected sales price of that Taxable Residential Unit calculated at the time of the resolution of intention to form the CFD (the "**2% Limitation**"). If an RMA is modified to increase the Project Special Tax rates, the Assigned Project Special Tax Rates will be modified so that the Total Tax Obligation on any Taxable Residential Unit within a CFD does not exceed the 2% Limitation when the proposed modification goes into effect. The 2% Limitation will not apply to non-residential property in a CFD.

(f) Classification of Assessor's Parcels. Each RMA will provide for the taxation of Developed Property and Undeveloped Property. Each RMA will identify all Exempt Parcels, which will be exempt from payment of Project Special Taxes.

(g) Backup and Maximum Project Special Tax Rates. Each RMA will provide for: (i) backup Project Special Tax rates that will be applied to each Taxable Parcel in a tract map, Improvement Area, tax zone, condominium plan, or other identifiable area on Developed Property (each a "**Backup Project Special Tax Rate**"); and (ii) maximum Project Special Tax rates on Developed Property and Undeveloped

Property (each a “**Maximum Project Special Tax Rate**”). The Maximum Project Special Tax Rate for a Taxable Parcel of Developed Property will be the greater of the applicable Assigned Project Special Tax Rate or the applicable Backup Project Special Tax Rate. Developer and City will structure the Backup Project Special Tax Rates and Maximum Project Special Tax Rates for a CFD to be consistent with the funding goals established for the CFD, considering Developer’s development plans and preferences for structuring the Project Special Tax rates within the applicable CFD, and this Financing Plan.

(h) Escalation of Special Tax Rates. At Developer’s request, each RMA will provide for annual increases in the Project Special Tax rates so long as the total projected taxes levied for a CFD do not exceed any maximum specified in the CFD Act.

(i) Priority for Annual Levy of Special Taxes. Each RMA will provide for the levy of Project Special Taxes to fund debt service (not including capitalized interest), administrative costs, and Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD each year of its term (collectively, the “**Special Tax Requirement**”) according to the priorities set in the Indenture, until the Special Tax Requirement is fully satisfied. Each RMA must reflect the priorities set forth below:

(i) First, Project Special Taxes will be levied on each Taxable Parcel of Developed Property at the applicable Assigned Project Special Tax Rate, regardless of whether City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Project Special Taxes will be levied proportionately on each Taxable Parcel of Subsequent Owner Property, up to one hundred percent (100%) of the applicable Maximum Project Special Tax Rate.

(iii) Third, to the extent the funds to be collected under clauses (i) and (ii) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Project Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property that is not Subsequent Owner Property, up to one hundred percent (100%) of the applicable Maximum Project Special Tax Rate.

(iv) Fourth, to the extent the funds to be collected under clauses (i), (ii), and (iii) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, additional Project Special Taxes will be levied proportionately on each Taxable Parcel of Developed Property, so long as the total levy on Developed Property under clauses (i) and (iv) does not exceed the applicable Maximum Project Special Tax Rate.

(j) Use of Remainder Taxes.

(i) Developer and City contemplate that, within each CFD, Qualified Project Costs and Ongoing Park Maintenance will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for such CFD and after the final maturity of any CFD Bonds for such CFD. Accordingly, each RMA will provide that Remainder Taxes may be used to finance Ongoing Park Maintenance and Qualified Project Costs. For each CFD, annually, on the day following each Principal Payment Date for such CFD, all Remainder Taxes for such CFD will be deposited in the applicable Remainder Taxes Project Account.

(ii) With respect to all CFDs:

(A) Before the Maintenance Commencement Date, for each CFD, annually, on or before October 1 of each year, Remainder Taxes for each CFD shall be deposited in the Remainder Taxes Project Account for such CFD and applied, from time to time at Developer's request, to finance Qualified Project Costs.

(B) After the Maintenance Commencement Date, for all CFDs, annually, on or before October 1 of each year, Remainder Taxes for all CFDs shall be transferred to Authority and held in the Remainder Taxes Holding Account and applied as set forth in Section 2.7.

(iii) Any amounts transferred to City pursuant to Section 2.7(c)(i)(B), shall be deposited to the Remainder Taxes Project Accounts pro rata (based on the ratio of Maximum Project Special Tax Rates) and shall be applied as follows:

(A) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Accounts shall be applied, from time to time at Developer's request, to finance Qualified Project Costs.

(B) After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Accounts shall be applied to finance Additional Community Facilities or for any other use authorized by the CFD Act.

(k) No Pledge for Debt Service. Remainder Taxes deposited in the Remainder Taxes Project Accounts or transferred to Authority for deposit in the Remainder Taxes Holding Account or the Ongoing Maintenance Account, will not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person will have the right to demand or require that Authority, City, or Fiscal Agent, as applicable, use funds in the Remainder Taxes

Project Accounts, the Remainder Taxes Holding Account, or the Ongoing Maintenance Account to pay debt service.

(l) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Project Special Taxes to prepay Project Special Taxes in full or in part based on a formula that will require payment of the property owner's anticipated total Project Special Tax obligation; provided, however, that prepayment shall not be allowed if it impacts the financing of Ongoing Park Maintenance without the written consent of the Authority. Prepaid Project Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Project Special Taxes.

(m) Amendment to RMA. Each RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of any RMA for a CFD under its terms or under Change Proceedings.

(n) Reducing Project Special Tax Rates Before Issuance of First Tranche CFD Bonds. An RMA may contain a provision that allows Developer to request that the Total Tax Obligation be recalculated and Project Special Tax rates be reduced before any First Tranche CFD Bonds are issued so that the Total Tax Obligation does not exceed two percent (2%) of the actual or projected sales prices of Taxable Residential Units at the time of recalculation. Subject to the CFD Act, but only if expressly permitted and defined in the RMA, after consultation with Developer regarding its request, City shall reduce Project Special Tax rates in a CFD administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for such CFD are issued notwithstanding Sections 2.3(j), 2.7, or 2.6(a). If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the Maximum Project Special Tax Rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to Approval of the Board of Supervisors and Sections 4.4 and 4.5, City, on behalf of the CFD, intends to issue CFD Bonds for purposes of this Financing Plan. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with the Funding Goals.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFDs and CFD Bonds, each issue of CFD Bonds shall have

interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act or the mutual agreement of Developer and City.

(d) Coverage Ratio. To preserve the ability to finance Ongoing Park Maintenance, an issue of First Tranche CFD Bonds will not have a debt service coverage-ratio of less than one hundred ten percent (110%), unless otherwise agreed to by City.

(e) Term. Subject to Section 2.8, First Tranche CFD Bonds will have a term of not less than thirty (30) years and not more than forty (40) years unless Developer and City agree otherwise.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for a CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in such CFD as set forth in this Financing Plan.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any; (iii) to pay Qualified Pre-Development Costs (which do not include any return on such Pre-Development Costs); and (iv) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(e), outstanding Additional Community Facilities. The remainder will be deposited into the CFD Bonds Project Account as designated in the Indenture and must be used only to pay for Qualified Project Costs and those Additional Community Facilities authorized pursuant to Section 2.8(c).

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(j) and 2.7, all Remainder Taxes on deposit in each Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Project Special Taxes in each Fiscal Year in strict accordance with the applicable RMA and this Financing Plan.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, including the Funding Goals, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Ongoing

Park Maintenance and Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to an RMA, including amending the rates and method of apportionment of Project Special Taxes; (ii) increase or decrease the authorized bonded indebtedness limit within a CFD; (iii) annex property into a CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Project Special Tax rates set forth in an RMA through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Ongoing Park Maintenance or Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, the California Constitution does not allow the reduction or repeal to result in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) both the DDA and the City DA (including, in both cases, this Financing Plan) is a contract between Developer and Authority (in the case of the DDA) and Developer and City (in case of the City DA); (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Project Special Taxes) and Remainder Taxes (as described in Section 2.3(j) and Section 2.7) is an essential part of the consideration for the contracts; (iii) the financing of Ongoing Park Maintenance through the application of Remainder Taxes is an essential part of the consideration for the contracts; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially impair those contracts. To further preserve the contracts discussed above, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. City will covenant with CFD bondholders to foreclose the lien of delinquent Project Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by

City in consultation with its underwriter or financial advisor for the CFD indebtedness and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(e) Authorization of Reimbursements. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. If material changes to the CFD Act after the Reference Date make CFD Bonds or Remainder Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs or Additional Community Facilities, City and Developer will negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs.

(g) CFD Goals. Until the CFD Conversion Date for a CFD, the City shall not change or amend the CFD Goals as they apply to such CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the CFD Act or other controlling State or federal law or, with respect to such CFD, as otherwise Approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors Approval and Section 4.4(b), upon Developer's written request, City shall issue CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of such CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a debt service coverage-ratio of one hundred ten percent (110%) unless City consents to a lower amount. Subject to Board of Supervisors Approval and the CFD Goals, if the CFD Bonds are sold to Developer or its Affiliates, and if the CFD Bonds are not subject to transfer, credit enhancement may not be required.

(i) Levy for Ongoing Park Maintenance. For each CFD, prior to its CFD Conversion Date, Ongoing Park Maintenance shall be payable from Remainder Taxes and other sources identified in Section 2.7. For each CFD, after its CFD Conversion Date, Ongoing Park Maintenance may be payable from Project Special Taxes or Remainder Taxes. In both cases, Ongoing Park Maintenance may be funded irrespective of the issuance of CFD Bonds (First Tranche or Second Tranche) and

irrespective of whether there are unreimbursed Qualified Project Costs or Additional Community Facilities. Accordingly, each RMA shall provide for the financing of Ongoing Park Maintenance for the duration of the CFD.

2.7 Ongoing Park Maintenance

(a) Maintenance Budget. Not later than April 1 of each year following the Maintenance Commencement Date, Authority shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Park Maintenance to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds, revenues, and Project Grants that are received for maintenance purposes, (B) any funds on deposit in the Remainder Taxes Holding Account, and (C) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Park Maintenance during the current Maintenance Period.

(b) Delivery of Maintenance Budget. Upon completion by Authority, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. Authority will duly evaluate and implement the reasonable suggestions made by Developer, and Authority shall distribute a final version of the budget to Developer (as finalized, the "**Maintenance Budget**"). The Maintenance Budget shall also be delivered to the City upon completion. The Maintenance Budget must be completed by no later than June 1 in any given year.

(c) Calculation of Developer Maintenance Payment. Authority shall annually calculate the Developer Maintenance Payment at the same time that the Maintenance Budget is completed.

(i) If, on the date of calculation, the amount on deposit in the Ongoing Maintenance Account that is not committed to the payment of Ongoing Park Maintenance during the current Maintenance Period plus the amount on deposit in the Remainder Taxes Holding Account equals or exceeds the Estimated Maintenance Costs set forth in the applicable Maintenance Budget, then Authority shall (A) transfer funds from the Remainder Taxes Holding Account to the Ongoing Maintenance Account in such amount as is necessary so that the amounts on deposit in the Ongoing Maintenance Account equals the Estimated Maintenance Costs, (B) transfer the remaining funds on deposit in the Remainder Taxes Holding Account to City for deposit in the Remainder Taxes Project Accounts as set forth in Section 2.3(j)(iii), and (C) notify Developer that the Developer Maintenance Payment for such Maintenance Period shall be \$0.

(ii) If, on the date of calculation, the amount of the Estimated Maintenance Costs set forth in the applicable Maintenance Budget exceeds the amount on deposit in the Ongoing Maintenance Account and the Remainder Taxes Holding Account, then Authority (A) shall transfer the entire balance of the Remainder Taxes

Holding Account to the Ongoing Maintenance Account and (B) may request in writing that Developer make a Developer Maintenance Payment in an amount equal to the lesser of:

- (1) the difference between the Estimated Maintenance Costs set forth in such Maintenance Budget and amounts on deposit in the Ongoing Maintenance Account and Remainder Taxes Holding Account on such date of calculation; and
- (2) the Maximum Annual Developer Contribution.

(d) Maximum Annual Developer Contribution. On any date of calculation, the Developer Maintenance Payment shall not exceed the lesser of (“**Maximum Annual Developer Contribution**”):

(i) (A) for the first five years in which Maintenance Budgets are prepared following the Maintenance Commencement Date, the greater of (1) \$1,500,000 or (2) \$1,500,000 plus the portion of the Maximum Annual Developer Contribution for each previous year, if any, that was not paid to Authority; and (B) for each year after the first five years in which Maintenance Budgets are prepared following the Maintenance Commencement Date, the greater of (1) \$3,000,000, or (2) \$3,000,000 plus the portion of the Maximum Annual Developer Contribution for each previous year, if any, that was not paid to Authority; or

- (ii) the Maintenance Account Balance.

(e) Maintenance Account Balance. On the Reference Date, Authority shall be credited with a non-cash balance (the “**Maintenance Account Balance**”) of Fourteen Million Three Hundred Twenty Thousand Dollars (\$14,320,000). Each Developer Maintenance Payment (whether through payments under Section 2.7(f) or through Conditional Maintenance Tax payments under Section 2.7(g)) shall reduce the Maintenance Account Balance by the corresponding amount. At the end of each Fiscal Year, commencing at the end of the Fiscal Year in which the Reference Date occurs, the Maintenance Account Balance shall be credited with interest based on the percentage increase in the Index over the prior twelve month period (except that the first interest credit shall be based on the period from the Reference Date to the end of the Fiscal Year in which the Reference Date occurs). Developer’s obligation to pay any Developer Maintenance Payment shall cease when the Maintenance Account Balance is reduced to \$0. The Maintenance Account Balance shall not increase at any time after the account is first established, other than as a result of the accrual of interest earnings as set forth herein.

(f) Time of Payment. Developer shall make the Developer Maintenance Payment by the later of (i) June 30 in the year in which the written request is made by Authority or (ii) thirty (30) days following receipt of the written request from Authority. The failure to pay the Maintenance Payment by the later of such dates shall be deemed a “**Maintenance Default**.”

(g) Security for Payment. To secure the payments required in this Section 2.7, the RMA for each CFD shall contain provisions for a Conditional Maintenance Tax. Each RMA shall provide that the Conditional Maintenance Tax shall be levied only as follows:

(i) The Conditional Maintenance Tax may only be levied on property that is (A) owned by Developer at the time of the levy and (B) not subject to a purchase and sale agreement for the sale to a third party that is scheduled to close within six (6) months after the date of the levy.

(ii) The Conditional Maintenance Tax may only be levied in the calendar year in which City receives written notice from Authority that a Maintenance Default has occurred.

(iii) The Conditional Maintenance Tax may only be levied once in a calendar year.

(iv) The Conditional Maintenance Tax may only be levied on a parcel of property authorized by clause (i) in the amount of such parcel's pro rata share (based on acreage of such parcel to all parcels authorized by clause (i)) of the amount of the Maintenance Default.

(v) The Conditional Maintenance Tax shall be hand billed by City to Developer, and Developer shall have thirty (30) days to pay the amount due.

(vi) The failure by Developer to pay the Conditional Maintenance Tax within the time established by clause (v) shall subject the property upon which it is levied to foreclosure by City. The Conditional Maintenance Tax shall have the same lien priority and penalties as the Project Special Taxes.

(vii) The Conditional Maintenance Tax shall terminate and shall no longer be levied when, following the Maintenance Commencement Date, the Maintenance Account Balance is \$0.

(h) Payment of Remaining Balance. If upon Completion of the Northern Wilds, as identified in the Parks and Open Space Plan, a balance remains in the Maintenance Account Balance, Developer, upon Authority's written request, shall pay Authority an amount equal to the remaining balance of the Maintenance Account Balance. Authority shall restrict the use of such funds to a segregated parks and open space fund, conservancy, or other separate fund or entity with use restricted to operation and maintenance of the parks and open spaces in the Project Area.

2.8 CFD Limitations

(a) City and Developer agree that each CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish the following goals in the manner set forth in this Financing Plan: (i) to finance Qualified Project Costs; (ii) to finance Additional Community Facilities; and (iii) to finance

Ongoing Park Maintenance. To accomplish these goals, and subject to the limitations set forth in this Section 2.8, and in light of the 2% Limitation and the CFD Goals:

(i) each CFD will be authorized to finance the Qualified Project Costs, the Additional Community Facilities, and the Ongoing Park Maintenance;

(ii) for each CFD, the term for levying Project Special Taxes will be established at no less than 999 years from the first issuance of CFD Bonds in such CFD; and

(iii) for each CFD, the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities.

(b) The CFD Conversion Date shall be calculated separately for each CFD.

(c) Until the CFD Conversion Date, in a CFD, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for such CFD to finance Additional Community Facilities. After the CFD Conversion Date in such CFD, City may issue CFD Bonds to finance Additional Community Facilities or for any other purpose authorized under the CFD Act.

(d) City and Developer agree that, within a CFD, City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in such CFD without the Approval of Board of Supervisors in its sole discretion. Unless City and Developer agree otherwise, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds will not result in a reduction of the total authorized amount of the bonded indebtedness of a CFD and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

(e) The City intends to include open space improvements, transportation facilities, renewable energy and other sustainability projects, and other public infrastructure within the authorized list of Additional Community Facilities for each CFD, including, but not limited to, future improvements necessary to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at the perimeter of the Project Site as set forth in the Infrastructure Plan (the "**Future Sea Level Rise Improvements**"). If required to be constructed or installed pursuant to the appropriate regulating authorities, City agrees

to finance the Future Sea Level Rise Improvements through the proceeds of the Second Tranche CFD Bonds and any Remainder Taxes that become available to City after the CFD Conversion Date pursuant to this Financing Plan, all in the manner required by the appropriate regulating authorities. However, notwithstanding the discretion vested in Developer with respect to the decision to fund Additional Community Facilities from CFD Bonds prior to the CFD Conversion Date for each CFD pursuant to Section 2.8(c), if, prior to the CFD Conversion Date for a CFD, sea levels in the waters at the perimeter of the Project Site rise by more than sixteen (16) inches from the levels in existence on the Reference Date, as defined in the Infrastructure Plan, Developer and City will finance Future Sea Level Rise Improvements from First Tranche CFD Bonds for the CFD.

(f) Pursuant to the definition contained in Section 7.2, the term “CFD” means an Improvement Area if one has been so designated. Accordingly, wherever the word “CFD” appears in this Section 2.8, it also means Improvement Area (with the result being that the CFD Conversion Date shall be calculated separately for each Improvement Area).

3. INFRASTRUCTURE FINANCING DISTRICT FINANCING

3.1 Formation of IFDs

(a) Formation. At any time, and from time to time, after Authority acquires all or part of the Project Site from the Navy, Developer may request in writing that City establish one or more IFDs under the IFD Act over all or any part of the property so acquired. In its written request, Developer may include proposed specifications for the IFD, including IFD boundaries. Developer’s proposed specifications will be based on Developer’s development plans, market analysis, and required preferences, but in all cases will be subject to this Financing Plan, the Funding Goals, and compliance with the IFD Act. To ensure compliance with the replacement housing provisions of the IFD Act in the formation of an IFD, City shall consider any input provided by Authority as to the specifics of the IFD formation.

(b) Boundaries. As soon as reasonably practical after receipt of a written request from Developer, City will establish each IFD over all of the property identified in the written request. If allowed by the IFD Act, the IFD shall include separate Project Areas, as requested by Developer in writing.

(c) Authorized Facilities. Each IFD shall be authorized to finance all of the Qualified Project Costs, irrespective of the geographic location of the improvements financed.

(d) Cooperation. Developer and City shall cooperate reasonably in developing the IFP for each IFD that is consistent with this Financing Plan. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the IFP for each IFD. Developer and City agree that, for an IFD for which a Statement

of Indebtedness is required under the IFD Act or otherwise, (i) the IFP will include a declaration that the IFD's obligation to use Net Available Increment for the purposes specified in this Financing Plan constitutes an indebtedness of the IFD and (ii) the IFP will provide that the IFD will include the amount of such indebtedness in each applicable annual Statement of Indebtedness for the IFD.

3.2 Scope of IFD-Financed Costs

(a) Authorization. An IFD may finance only Qualified Project Costs that are financeable under the IFD Act.

(b) Communitywide Significance. On the Reference Date, City found and determined that the Qualified Project Costs to be financed by the IFDs are of communitywide significance that provide significant benefits to an area larger than the area of the Project Site (which will be the cumulative boundaries of all IFDs). The Board of Supervisors may be required under the IFD Act to make additional specific findings with respect to financing Qualified Project Costs under the IFD Act. City shall assist in making such findings as and when requested by Developer, subject to applicable law.

3.3 Issuance of IFD Debt

(a) Issuance. Subject to Board of Supervisors Approval and Sections 4.4 and 4.5, City will cause the IFP for each IFD to provide for the issuance of IFD Debt for purposes of this Financing Plan following Developer's submission of a written request to issue IFD Debt. Developer may, at any time and from time to time in its discretion, submit written requests that an IFD issue IFD Debt, specifying requested issuance dates, amounts, and main financing terms. Following each Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with Developer's request and the Funding Goals. Each IFP will provide that an IFD may not issue IFD Debt without first receiving a written request from Developer.

(b) Coverage Ratio. Each issue of IFD Debt will be structured with a debt service coverage-ratio that maximizes the proceeds of IFD Debt but is consistent with sound municipal financing practices and assures, to City's reasonable satisfaction, based on calculations, explanations, and other substantial evidence provided by Developer, that the IFD is unlikely to need the Conditional City Increment to pay debt service on the IFD Debt.

(c) Term. Unless Developer and City agree otherwise, the IFP for each IFD will provide for IFD Debt that will have a term that maximizes the proceeds of IFD Debt but is consistent with sound municipal financing practices and any limitations on the amount of Net Available Increment.

(d) IFD Debt Proceeds. Subject to Tax Laws and the IFD Act, the proceeds of each IFD Debt will be used in the following order of priority: (i) to fund

required reserves and pay costs of issuance; (ii) to pay Qualified Pre-Development Costs (which do not include any return on such Pre-Development Costs); and (iii) to pay outstanding Qualified Project Costs. The remainder will be deposited into the IFD Debt Project Account as designated in the Indenture and must be used only to pay for Qualified Project Costs.

(e) Conditional City Increment. Developer and City agree that, if permitted under existing law, City would have subordinated its right to receive its share of Increment other than Net Available Increment to the payment of debt service on IFD Debt. However, under existing law (including the IFD Act), the City cannot do so. Accordingly, City and Developer agree that, for each IFD, City will allocate in the IFP Conditional City Increment to such IFD for the limited purpose of paying debt service on IFD Debt in the event that Net Available Increment is insufficient for that purpose. For each IFD, the IFP will provide that, after first paying or setting aside amounts needed for debt service due during such Fiscal Year on IFD Debt for such IFD secured by or payable from Net Available Increment, such IFD shall repay the City out of Net Available Increment for any Conditional City Increment used to pay debt service on IFD Debt for such IFD as set forth in this Section 3.3(e) in an amount equal to the Conditional City Increment used to pay debt service on the IFD Debt plus interest through the date of repayment of the amount of Conditional City Increment used to pay debt service on the IFD Debt at the Default Interest Rate.

(f) Subordination. For each IFD, the IFP will provide that, at the request of Developer, the IFD will submit a Subordination Request to each of the Other Taxing Agencies at least ninety (90) days prior to the date proposed for delivery of a preliminary official statement for any IFD Debt. Developer acknowledges that, under existing law (including the IFD Act), the Subordination Request must be undertaken in connection with the formation of an IFD and would take the form of a conditional allocation of Increment by the Other Taxing Agencies.

3.4 Pledge of Net Available Increment

(a) Pledge of Net Available Increment. City agrees that each IFD, when formed, will irrevocably pledge the Net Available Increment to the financing of the Qualified Project Costs, to the repayment of any Conditional City Increment used to pay debt service on IFD Debt for such IFD in the manner set forth in Section 3.5(d) and to the extent set forth in Section 3.3(e), and to any IFD Debt issued for such IFD. City will take all actions necessary under the IFD Act and the policies of the County Assessor to ensure that Net Available Increment will be available for purposes of this Financing Plan, including providing in the IFP for each IFD for the filing of any required annual Statement of Indebtedness. Except for the subordinate pledge of Net Available Increment pursuant to the Navy Promissory Note (the “**Subordinate Pledge**”), City represents and warrants that there are no other pledges of Net Available Increment to any other projects or persons, and that neither the City nor the IFD will pledge, encumber, assign, allocate, or otherwise promise the Net Available Increment to any other projects or persons other than as set forth in this Financing Plan (with such covenant included in the IFP for each IFD).

3.5 Budget Procedures

(a) Estimate of Net Available Increment. No later than April 1 of each year, City staff will meet and confer with Developer with respect to the projected amount of Net Available Increment for the next Fiscal Year for each Major Phase. City will provide Developer with good faith estimates, for the next Fiscal Year, of: (A) Net Available Increment (based, in part, upon information provided by Developer as to any new development and Transfers of property); and (B) the amount of any debt service on Public Financings secured by a pledge of and expected to be paid from Net Available Increment. The April 1 date referred to in this Section 3.5(a) is based on the current budget process of the City. Developer and City will adjust the dates as appropriate if the City alters its budget process in the future.

(b) City Budget and IFD Budgets. Subject to the IFD Act and the Funding Goals, and based upon the information provided by Developer, City shall for each IFD:

(i) budget for the allocation of Net Available Increment described in this Financing Plan, and cause the IFP to contain provisions for the IFD to budget, the expenditure of the expected Net Available Increment only to: (A) pay debt service due in the next Fiscal Year on any applicable Public Financing incurred or to be incurred to pay Qualified Project Costs; (B) repay the City for any Conditional City Increment used to pay debt service on IFD Debt for such IFD in the manner set forth in Section 3.5(d) and to the extent set forth in Section 3.3(e); and (C) finance Qualified Project Costs; and

(ii) allocate Net Available Increment as set forth in this Financing Plan, and cause the IFP to contain provisions for the IFD to apply any Net Available Increment it receives to the budgeted purposes, subject to the covenants of the applicable Indentures for IFD Debt and the Funding Goals.

(c) Purpose of Pledge. Developer and City shall cause the IFP for each IFD to require all Net Available Increment in each Fiscal Year to be used as provided in this Financing Plan, and City shall prepare its annual budget and cause the IFDs to prepare their annual budgets to reflect the required use of Net Available Increment under this Financing Plan. Qualified Project Costs that Developer incurs will be eligible for financing from the Funding Sources in each Fiscal Year until such Qualified Project Costs are financed in full.

(d) Use of Net Available Increment. For each IFD, the IFP will provide that, after first paying or setting aside amounts needed for debt service due on IFD Debt for such IFD secured by or payable from Net Available Increment during Fiscal Year, and then after repaying the City for any Conditional City Increment used to pay debt service on IFD Debt for such IFD as set forth in Section 3.3(e), the IFD will use all Net Available Increment to finance, or accumulate funds to finance, Developer's Qualified Project Costs pursuant to this Financing Plan. In addition, upon and as

allocated in Developer's written request, Authority will use all or any part of Net Available Increment to:

(i) pay debt service on other Public Financing to the extent it financed Qualified Project Costs; and

(ii) refund or defease before maturity a Public Financing that financed Qualified Project Costs.

3.6 Housing Costs.

(a) Housing Proceeds. For each IFD, City and Developer agree that the IFP will provide for a portion of the IFD Proceeds for such IFD in any Fiscal Year to be applied to finance the Housing Costs in the following manner:

(i) If, in the written opinion of bond counsel to the IFD, all Housing Costs are or become authorized to be financed by the IFD Law, then an amount calculated by multiplying the Net Available Increment in any Fiscal Year by the Housing Percentage shall be reserved and used by the IFD to pay for Housing Costs. Amounts reserved for Housing Costs may, at the written direction of Authority, (A) be transferred to Authority to be held in the Housing Fund and applied to pay Housing Costs, or (B) secure on a first lien basis the issuance of IFD Debt, the proceeds of which will be used to pay for Housing Costs; or

(ii) If, in the written opinion of bond counsel to the IFD, all Housing Costs are not authorized to be financed by the IFD Law, then, in paying any Payment Request authorized pursuant to the Acquisition and Reimbursement Agreement, City shall pay (A) to Authority on behalf of Developer from amounts that would otherwise be paid to Developer pursuant to the Payment Request for deposit in the Housing Fund an amount calculated by multiplying the amount being paid pursuant to the Payment Request by the Housing Percentage and (B) to Developer the balance of the amount being paid pursuant to the Payment Request. Amounts paid to Authority on behalf of Developer pursuant to this clause (ii) are not the proceeds of IFD Debt, but are funds that Developer is entitled to receive from the sale of Improvements pursuant to a Payment Request that Developer is agreeing to be applied on Housing Costs.

(b) Combination of Financing Housing Costs. If, in the written opinion of bond counsel to the IFD, a portion, but not the entirety, of the Housing Costs is or becomes authorized to be financed by the IFD Law, then Authority and Developer may provide for the financing of Housing Costs by some combination of subsections (a)(i) and (a)(ii) by providing written direction to each IFD as to the implementation and priority of clauses (a)(i) and (a)(ii) and the amount of the Housing Percentage to be applied to determine (A) the amount of Net Available Increment to be reserved for Housing Costs pursuant to clause (a)(i), and (B) the amounts payable from Payment Requests pursuant to clause (a)(ii).

3.7 Miscellaneous IFD Provisions

(a) Shortfall. Developer agrees to the following measures to avoid shortfalls in projected Net Available Increment for the Project.

(i) If, after an IFD issues any IFD Debt under this Financing Plan that is secured by a pledge of Net Available Increment, Developer initiates a proceeding under the California Revenue & Taxation Code (a “**Reassessment**”) to reassess the value of the parcels then owned by Developer within an IFD for which such IFD Debt was issued (the “**Encumbered Parcels**”), that results in a decrease in ad valorem property taxes levied on the Encumbered Parcels, Developer must pay to City in a Fiscal Year the amount equal to: (A) the amount of ad valorem property taxes that would have been levied on the Encumbered Parcels in such Fiscal Year if the Reassessment had not occurred; less (B) the amount of ad valorem property taxes actually levied on the Encumbered Parcels in such Fiscal Year (the difference being the “**Additional Payments**”). The City shall allocate the Additional Payments received consistent with the IFP for such IFD.

(ii) Developer’s obligation to make Additional Payments will begin in the Fiscal Year following the Reassessment and continue until the earlier of: (A) the date that the IFD Debt related to the Encumbered Parcels that is outstanding on the date of the Reassessment is repaid in full or defeased before maturity for any reason other than a refunding; or (B) the date that the amount of the Additional Payments is reduced to zero or less due to a subsequent reassessment of the Encumbered Parcels for any reason.

(iii) Developer and City intend for this Section 3.7(a) to apply to Public Financing payable or secured only by Net Available Increment, and not to any other Public Financing issued by Authority or the City. Developer’s obligations under this Section 3.7(a) are not for the benefit of any CFD Bonds. Should the Tax Laws change, or the Internal Revenue Service or a court of competent jurisdiction issue a ruling that might cause any tax-exempt IFD Debt to be deemed taxable due to the requirements under clause (i) or (ii), City will release Developer from its obligations under this Section 3.7(a), and this Section 3.7(a) will be deemed severed from this Financing Plan under section 27.19 of the DDA.

(iv) Developer and City understand and agree that City would not be willing to enter into this Financing Plan without the agreement set forth in this Section 3.7(a).

(b) Reserve Fund Earnings. The Indenture for each issue of IFD Debt will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the IFD Debt Project Account for allowed uses until it is closed in accordance with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(c) Material Changes to the IFD Act. The IFD Act is currently the subject of pending legislation, and it is likely that the IFD Act will be the subject of legislation in the next several years, including legislation promulgated by City and Developer. In the event of any change to the IFD Act that occurs after the Reference Date, City, Authority, and Developer shall meet and confer and negotiate in good faith any appropriate changes to this Financing Plan, the DDA, the City DA, and any existing IFD. In the event of any change to the IFD Act that occurs after the Reference Date that results in Increment other than Net Available Increment becoming available for allocation to an IFD, City may allocate such additional Increment to an IFD and may provide in the IFP for such IFD that such additional Increment may be used by the IFD as follows: (i) first, to finance Housing Costs and increase the then-effective Minimum Affordable Percentage in the manner set forth in Articles 3 and 9 of the Housing Plan and to finance additional Qualified Project Costs that are required to receive additional increment as a result of the change in the IFD Act; and (ii) second, to pay Qualified Project Costs.

(d) If at any time during the term of this Agreement the City reasonably concludes that the provisions of this Article III as it relates to the allocation by the City of Net Available Increment or the IFP of an IFD would violate applicable provisions of State law, or if a court of applicable jurisdiction concludes that the provisions of this Article III as it relates to the allocation by the City of Net Available Increment would or the IFP of any IFD does violate applicable provisions of State law, City and Developer shall meet and confer about available alternatives.

3.8 IFDs and Net Available Increment Upon Termination

(a) Notice of Termination. In the event that Authority terminates all or any portion of the DDA before the issuance of the last Certificate of Completion for the Project for any reason, Authority shall send City and each IFD a Termination Notice providing the details of the termination and whether or not the termination was due to a Selected Default.

(b) Formation of IFDs After Termination. Any IFD formed over any part of the Project Site for each Other Developer following receipt of a Termination Notice for a non-Selected Default shall authorize the financing of the Island Wide Costs of Developer in the IFP so that such Island Wide Costs of Developer may be financed as set forth in this Section 3.8. The IFD formed over any part of the Project Site for each Other Developer following receipt of a Termination Notice for a Selected Default shall have no such obligation.

(c) Non-Selected Defaults. The IFP for each IFD will provide that, in the event the Termination Notice indicates that the termination was for any reason other than a Selected Default, then from and after the date that such Termination Notice is received by City and each IFD, the IFD shall distribute the IFD Proceeds as follows:

(i) The IFD Proceeds generated from the property in the Project Site that Developer has previously acquired from Authority (regardless of current ownership of such property) shall be reserved for, and paid upon request by, Developer to finance Developer's Island Wide Costs until all Island Wide Costs incurred by Developer are fully financed by IFD Proceeds.

(ii) Fifty percent (50%) of the IFD Proceeds generated from Non-Developer Property ("**Termination Proceeds**") shall be reserved for, and paid upon request by, Developer to finance Developer's Island Wide Costs until all Island Wide Costs incurred by Developer are financed by such Termination Proceeds; provided, that such Termination Proceeds may not be applied to pay Pre-Development Costs except for Pre-Development Costs incurred prior to the Reference Date ("**Liquidated Pre-Agreement Costs**") and then only in the amount not to exceed five percent (5%) of such Termination Proceeds. Developer and City shall agree in writing on the amount of the Liquidated Pre-Agreement Costs within ninety (90) days following the Reference Date, and the amount of Liquidated Pre-Agreement Costs shall not include any return on such costs. If City and Developer do not agree in writing on the amount of the Liquidated Pre-Agreement Costs within such 90-day time period, City and Developer shall work in good faith to agree in writing on the amount of the Liquidated Pre-Agreement Costs as soon as practical thereafter; provided, however, that City shall have no obligation to initiate formation of an IFD until City and Developer have agreed in writing to the amount of the Liquidated Pre-Agreement Costs.

(iii) Upon the occurrence and during the continuance of a High IRR Period, Authority may provide a written notice to City and each IFD indicating that there is a High IRR Period. The IFP for each IFD shall provide that, notwithstanding anything in clause (ii), upon receipt of the written notice about the High IRR Period, the IFD will suspend distribution of IFD Proceeds to Developer pursuant to clause (ii). The IFP for each IFD shall also provide that, immediately upon the conclusion of a High IRR Period, Authority shall provide a written notice to City and each IFD indicating that the High IRR Period has ended, and immediately upon receipt of such written notice, the suspension shall end and the IFD shall resume making payments to Developer of IFD Proceeds pursuant to clause (ii).

(iv) Once all of Island Wide Costs incurred by Developer are financed with IFD Proceeds, or during any period of suspension, IFD Proceeds generated from Non-Developer Property shall be distributed as agreed to by the IFDs and Authority.

(d) Selected Defaults. The IFP for each IFD shall provide that, in the event the Termination Notice indicates that the termination was due to a Selected Default, then from and after the date that such Termination Notice is received by the IFD and the City, the IFD shall distribute the IFD Proceeds as follows:

(i) The IFD Proceeds generated from the property in the Project Site that Developer has previously acquired from Authority (regardless of current ownership of such property) shall be paid to Developer to finance Developer's Island

Wide Costs until all Island Wide Costs incurred by Developer are financed by IFD Proceeds.

(ii) All of the IFD Proceeds generated from Non-Developer Property shall be paid to each Other Developer of such other property to use exclusively to pay its respective Island Wide Costs.

(e) Definition of Categories of Island Wide Costs. As a condition of Approval for the Initial Major Phase Application, Authority, City and Developer shall have agreed in writing upon the categories of Island Wide Costs.

3.9 Net Available Increment Under Certain Situations

(a) Application During Higher IRR Period. Upon the occurrence and during the continuance of a Higher IRR Period, Authority may provide a written notice to City and each IFD indicating that there is a Higher IRR Period. For each IFD, the IFP shall provide that, upon receipt of the written notice about the Higher IRR Period, the IFD shall suspend distribution of Net Available Increment remaining after payment of debt service due on IFD Debt and any other Public Financing. For each IFD, the IFP shall provide that, immediately upon the conclusion of a Higher IRR Period, Authority shall provide a written notice to City and the IFD indicating that the Higher IRR Period has ended, and immediately upon receipt of such written notice, the suspension shall end and the IFD shall resume making payments to Developer of Net Available Increment in the manner set forth in this Financing Plan.

(b) Application in Event of Default. The IFP for each IFD shall provide that, upon the occurrence of and only for the duration of and to the extent of any default in Authority's payment of Initial Navy Consideration under the Conveyance Agreement which is caused by an Event of Default by Developer under the DDA, Authority may provide a written notice to City and the IFD indicating that an Event of Default has occurred, and the IFD shall suspend distribution of Net Available Increment remaining after payment of debt service due on IFD Debt and any other Public Financing until the Event of Default is cured. The IFP for each IFD shall provide that the IFD shall hold any Net Available Increment withheld from Developer for the account of the Navy until the Event of Default is cured. The IFP for each IFD shall provide that, immediately upon the curing of the Event of Default, Authority shall provide a written notice to City and the IFD indicating that the Event of Default has been cured, and immediately upon receipt of such written notice, the suspension shall end and the IFD shall resume making payments to Developer of Net Available Increment in the manner set forth in this Financing Plan.

(c) Use of Net Available Increment During Suspension Periods. The IFP for each IFD shall provide that, during any period that the application of Net Available Increment under this Financing Plan is suspended pursuant to Sections 3.8(c)(iii), 3.9(a), and 3.9(b), the IFD may, unless otherwise permitted by this Financing Plan, use such Net Available Increment on a pay-as-you-go basis only (i.e., such amounts may not be pledged to any indebtedness) to finance the following costs to the

extent allowed by the IFD Act and so long as such uses does not adversely affect the tax-exemption of the interest on any IFD Debt:

- (i) Installment Payments then due and unpaid; then
- (ii) Future Installment Payments by a deposit to the Navy Payment Escrow until such time as the amount in the Navy Payment Escrow is sufficient to pay all remaining unpaid Installment Payments; then
- (iii) Payment of any Financial Obligations that would have been the obligation of Developer; then
- (iv) In any combination: (A) facilities benefitting the Project or the Project Site; or (B) payment of the Housing Costs (including any affordable housing subsidy).

4. **ALTERNATIVE FINANCING AND PUBLIC FINANCING GENERALLY**

4.1 **Alternative Financing**

(a) Request for Alternative Financing. Authority acknowledges and agrees that other methods of Public Financing for Qualified Project Costs may be viable, become available, or become necessary due to a Change in Law that affects the Funding Sources: (i) before Developer's completion of the Infrastructure and Stormwater Management Controls; or (ii) before Developer's full reimbursement for Project Costs. These other methods may include any municipal debt financing vehicle then available under applicable law, including tax-exempt bonds, taxable bonds, tax-credit bonds, federal or State loans incurred by Authority, the City, or a joint powers authority for application towards Qualified Project Costs and secured by Net Available Increment or Project Special Taxes, or special assessments or fees on Taxable Parcels of commercial property in the Project Site through a community taxing district formed by City ordinance (collectively, "**Alternative Financing**"). Therefore, from time to time, so long as Developer's Project Costs have not been fully paid or reimbursed, Developer may submit a written request for Alternative Financing, describing:

- (i) the Qualified Project Costs to be financed with the proceeds of the Alternative Financing;
- (ii) if the Qualified Project Costs relate to construction, the Completion date or estimated Completion date for the related Infrastructure and Stormwater Management Controls;
- (iii) if the Qualified Project Costs relate to construction, the then current construction schedule for any other improvements to be made by Developer; and
- (iv) the Alternative Financing.

(b) Implementation. Following Developer's request for Alternative Financing, Developer and Authority will meet with appropriate Authority or City consultants as to the necessity, feasibility, amount, and timing of the proposed Alternative Financing. Neither the City nor Authority will be required to implement Alternative Financing that: (i) is not consistent with the Funding Goals or (ii) proposes to tax or assess Exempt Parcels.

(c) Financing.

(i) If an Alternative Financing contemplates the formation of a CFD and the pledge of Project Special Taxes, Developer may petition City, as applicable, to form one or more CFDs over the Project Site in the manner and subject to parameters and limitations that differ from CFDs formed pursuant to Section 2 so long as Developer agrees to such terms in writing. Any such Alternative Financing CFDs may overlap all or any of the CFDs formed pursuant to Section 2.

(ii) If an Alternative Financing contemplates the pledge of Net Available Increment, Developer and Authority may mutually agree to adjust the application of Net Available Increment to accomplish the Alternative Financing.

4.2 Formation and Issuance Alternatives

(a) Alternative Formation Entity. Developer and City may agree in writing that the Governmental Entity forming a CFD or an IFD may be other than City, so long as the formation of the CFD or IFD by the Governmental Entity is consistent with this Financing Plan and is allowed by the CFD Act or IFD Act, as applicable.

(b) Alternative Financing Mechanisms to Further Funding Goals. One of the Funding Goals of this Financing Plan is to maximize Funding Sources available to finance Qualified Project Costs. To achieve this Funding Goal, City and Developer acknowledge that it may be necessary or desirable to aggregate revenue sources from two or more IFDs or CFDs to support Public Financing through a financing mechanism other than the issuance of Public Financing by City or an IFD, including, but not limited to the issuance of revenue bonds or other indebtedness by another Governmental Entity (such as a local joint powers authority or a multiple-entity joint powers authority like CSCDA or ABAG) secured by CFD Bonds, IFD Debt, Project Special Taxes, and/or Net Available Increment. Developer and City will cooperate to evaluate and implement opportunities for such alternative financing mechanisms provided that such mechanisms further the Funding Goals and are consistent with this Financing Plan.

4.3 Grants

(a) Cooperation. Authority and Developer will work together to seek appropriate Project Grants for the Project.

(b) Authority Project Grants. Subject to the conditions in Project Grant documents and applicable law, Authority will use Project Grants it procures in the following order of priority: (i) first, to finance Project Costs that are not Qualified Project

Costs under clauses (a), (b), (c), and (e) of the definition of “Qualified” (but in no circumstances would it be used to pay for a return on Pre-Development Costs); (ii) second, to finance the Qualified Project Costs incurred in connection with the Parks and Open Space Plan; (iii) third, to finance the costs of purchasing ferry boats for use on the Project Site; and (iv) fourth, to finance any other Qualified Project Costs. At the election of Authority, up to 50% of the Project Grant funds may be used for costs that benefit the Project (but that are not Project Costs).

(c) Developer Project Grants. Subject to the conditions in Project Grant documents and applicable law, Developer will use Project Grants it procures to finance Project Costs.

4.4 Provisions Applicable To All Public Financings

(a) Acquisition and Reimbursement Agreement. Developer and City will execute the Acquisition and Reimbursement Agreement (with only such changes as may be Approved by Developer and City in their respective sole discretion) before the earlier of: (i) the date the first Developer Construction Obligation is Commenced; or (ii) the date of the first Sub-Phase Approval. The Acquisition and Reimbursement Agreement describes the procedures by which: (x) Developer will seek reimbursement of Qualified Project Costs and Authorized Payments; (y) City and Authority will inspect and accept Infrastructure and Stormwater Management Controls and other Improvements that Developer is required to construct under the DDA and City DA; and (z) City will approve Developer’s Payment Requests. City will reimburse Developer for Qualified Project Costs and Authorized Payments with any combination of Funding Sources then available for City’s use, subject to any priority established in the Acquisition and Reimbursement Agreement. City will acquire the Infrastructure, Stormwater Management Controls, and other Improvements from Developer in accordance with, and subject to the limitations set forth in, the Acquisition and Reimbursement Agreement and applicable Supplements. Developer acknowledges that it must satisfy the conditions set forth in the Acquisition and Reimbursement Agreement as a condition to receiving reimbursement for any Authorized Payments or Qualified Project Costs.

(b) Financing Temporarily Excused. City and each IFD will be authorized to temporarily suspend the issuance of any Public Financing (and Authority will not be obligated to provide Project Grant proceeds if clause (i), (ii), or (iii) applies), and neither Authority nor the City will be obligated to issue any Alternative Financing, to finance Qualified Project Costs during the time in which:

(i) Developer is in default in the payment of any ad valorem tax or Project Special Taxes levied on any Taxable Parcel it then owns in the Project Site;

(ii) Developer is in Material Breach under the DDA;

(iii) Developer fails to cooperate reasonably with Authority or the City as necessary to implement Public Financing consistent with this Financing Plan;

(iv) in the judgment of Authority, City, or an IFD, as applicable, after consultation with Developer, and based upon the Funding Goals and advice of Authority or City staff and consultants, market conditions or conditions affecting the property in the Project Site (such as tax delinquencies, assessment appeals, damage or destruction of improvements, or litigation) make it fiscally imprudent or infeasible to incur the requested indebtedness at the time; or

(v) the First Tranche CFD Bond or IFD Debt underwriter (the “**Underwriter**”) for any bond issue exercises any right to cancel its obligation to purchase the First Tranche CFD Bonds or IFD Debt during the occurrence and continuation of events specified in its bond purchase agreement (“**Underwriter Force Majeure**”).

(c) Developer Financing Costs. Developer will not be entitled to reimbursements from any Public Financing for its financing costs (consisting of interest carry and lender fees) for any Infrastructure and Stormwater Management Controls construction financing:

(i) to the extent that the costs are commercially unreasonable as of the date that the payment obligation was incurred;

(ii) while Developer is in default in the payment of any ad valorem taxes or Project Special Taxes levied on any of the Taxable Parcels it then owns or while Developer is in Material Breach under the DDA; or

(iii) if the costs arise more than ninety (90) days after the later to occur of: (A) the date on which City has found the related Infrastructure and Stormwater Management Controls to be Complete under the Acquisition and Reimbursement Agreement; and (B) Developer has been reimbursed fully for the related Qualified Project Costs from Funding Sources.

(d) Continuing Disclosure. Developer must comply with all of its obligations under any continuing disclosure agreement it executes in connection with the offering and sale of any Public Financing. Developer acknowledges that a condition to the issuance of any Public Financing may be Developer’s execution of a continuing disclosure agreement.

(e) Qualified Pre-Development Costs. To the extent required, (i) each CFD and IFD will be authorized at formation to finance the Qualified Pre-Development Costs and (ii) the payment of the Qualified Pre-Development Costs (which do not include any return on such Pre-Development Costs) will be budgeted in the same manner as Qualified Project Costs in Section 3.5.

4.5 Terms of the Public Financings

(a) Meet and Confer. City staff and consultants will meet and confer with Developer before the sale of any Public Financing to discuss the terms of any proposed debt issue, but City and each IFD, as applicable, will determine the final

terms in their reasonable discretion in light of the Funding Goals and subject to this Financing Plan. City will not, and the IFP for each IFD will provide that an IFD will not, enter into any Indenture for any form of Public Financing that is not bonded indebtedness, if the indebtedness must be secured by or repaid with Net Available Increment or Project Special Taxes without Developer's express written consent, which may be granted or withheld based on all relevant factors, including the timing and availability of funds, credit enhancement requirements, applicable interest rate and other repayment terms, and other conditions to the proposed indebtedness.

(b) Credit Enhancement. Any Developer credit enhancements for Public Financing must be without recourse to the City's General Fund or Authority's general funds or other assets (other than Net Available Increment to the extent pledged to the payment of Public Financing obligations). Any financial institution issuing a credit enhancement must have a rating of at least "A" from Moody's Investor's Service Inc. or Standard & Poor's Rating Service, or the equivalent rating from any successor rating agency mutually acceptable to Developer and City, on the date of issuance and at any later credit renewal date. Developer must provide substitute credit enhancements for any credit enhancement that does not meet this rating standard on a credit renewal date. If the fees (and replenishment of any draw or other use of the collateral for the obligation it secures) for any Developer credit enhancements will be reimbursable from funds other than Developer funds, they may be reimbursed from Project Special Taxes or Net Available Increment, as applicable, on a basis subordinate to any debt service and other annual costs for any related outstanding Public Financing.

(c) Tax-Exempt or Taxable. Developer and City shall cooperate, and the IFP for each IFD shall provide that the IFD will cooperate with Developer, to maximize the tax-exempt treatment of any Public Financing, but Developer and City or an IFD, as applicable, may agree to issue taxable Public Financings.

(d) No Other Land-Secured Financings. Other than the CFDs and the IFDs, City shall not to form any additional land-secured financing district or any district that pledges Increment over any portion of the property in the Project Site without Developer's Approval in its sole discretion.

4.6 Reimbursements for Qualified Project Costs

(a) Limited Reimbursement. Developer, City, and Authority acknowledge that:

(i) Developer is agreeing to pay for the Project Costs with the expectation that Developer will be reimbursed to the extent and in the manner set forth in this Financing Plan and the Acquisition and Reimbursement Agreement, subject to applicable laws and any financing instruments;

(ii) Developer may be required to begin paying Project Costs before Funding Sources to reimburse Developer are available;

(iii) Developer will be reimbursed for Qualified Project Costs and paid Authorized Payments in any number of installments as Funding Sources become available in accordance with this Financing Plan and the Acquisition and Reimbursement Agreement, with any unpaid balance deferred as long as necessary (subject to limitations on Funding Sources under applicable laws and financing instruments), until Funding Sources become available;

(iv) Developer's payment of Project Costs before the availability of Funding Sources to reimburse Qualified Project Costs is not a dedication or gift, or a waiver of Developer's right to reimbursement for Qualified Project Costs under this Financing Plan; and

(v) Funding Sources may not be sufficient to pay all of Developer's Qualified Project Costs and Authorized Payments.

(b) Acquisition of Infrastructure and Stormwater Management Controls. Developer, City, and Authority acknowledge that:

(i) Developer may be constructing Infrastructure and Stormwater Management Controls before Funding Sources that will be used to acquire it are available;

(ii) The Department of Public Works will inspect Infrastructure and Stormwater Management Controls and other Improvements and process Payment Requests even if Funding Sources for the amount of pending Payment Requests are not then sufficient to satisfy them in full;

(iii) Infrastructure and Stormwater Management Controls may be conveyed to and accepted by the City, Authority, or other Governmental Entity before the applicable Payment Requests are paid in full;

(iv) If the City, Authority, or other Governmental Entity accepts Infrastructure and Stormwater Management Controls before the applicable Payment Requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable Payment Requests for Infrastructure and Stormwater Management Controls accepted by the City, Authority, or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the length of time payment is deferred; and

(v) Developer's conveyance or dedication of Infrastructure and Stormwater Management Controls to the City, Authority, or other Governmental Entity before the availability of Funding Sources to acquire the Infrastructure and Stormwater Management Controls is not a dedication or gift, or a waiver of Developer's right to payment of Qualified Project Costs under this Financing Plan.

5. **POLICE, FIRE STATION AND PUBLIC PARKING FINANCING**

5.1 **Request for Financing From City**

(a) Lease Revenue Bonds. City agrees to consider Developer's request for financing certain Infrastructure and Stormwater Management Controls, including but not limited to the fire and police station and the public parking garages, with certificates of participation or lease revenue bonds, with the related lease payments to be reimbursed and paid from Funding Sources when available and the certificates of participation or lease revenue bonds to be refinanced with a Public Financing when feasible. Developer and Authority acknowledge that the City shall have no obligation to provide any such certificate of participation or lease revenue bond financing.

6. **MISCELLANEOUS PROVISIONS**

6.1 **Interim Lease Revenues**

(a) Distribution of Interim Lease Revenues. Interim Lease Revenues shall be collected by Authority, and distributed according to the following priorities:

(i) Through each Fiscal Year, Authority will use the Interim Lease Revenues to pay Authority Costs that the Authority has incurred and that have not been previously reimbursed; then

(ii) On June 30 of each Fiscal Year, Authority will apply any remaining Interim Lease Revenues to any Installment Payment then due and unpaid; then

(iii) On June 30 of each Fiscal Year, Authority will apply any remaining Interim Lease Revenues to the Navy Payment Escrow until such time as the amount in the Navy Payment Escrow is sufficient to pay all remaining unpaid Installment Payments; then

(iv) On June 30 of each Fiscal Year, Authority will either (i) transfer to Developer any remaining Interim Lease Revenues (the "**Net Interim Lease Revenues**"), if authorized; provided, however, that Developer shall only use the Net Interim Lease Revenues for Qualified Project Costs, or (ii) expend the Net Interim Lease Revenues on Qualified Project Costs at the direction of Developer. In either case, Developer will treat such Net Interim Lease Revenues as Gross Revenues.

(b) Material Default. Subject to the previous paragraph, all distributions of Net Interim Lease Revenues to Developer under Section 6.1(a)(iv) shall be withheld for the benefit of the Authority upon the occurrence of and for the duration of any Material Default under the DDA and may be applied by the Authority to any of its payment obligations with respect to the Project, including, but not limited to, payment of Initial Navy Consideration and Additional Consideration, construction of Infrastructure and Stormwater Management Controls if the security provided by

Developer is not sufficient for that purpose, payment of the affordable housing subsidy, payment of Authority Costs, and any other Financial Obligations that otherwise would have been the obligation of Developer.

6.2 Marina Revenues

(a) Use of Marina Revenues. Marina Revenues shall be used by Authority to pay Authority Costs.

(b) Interim Lease Revenues. To the extent that any Marina Revenues are considered Interim Lease Revenues, those Marina Revenues shall be used to pay Authority Costs under Section 6.1(a)(i).

6.3 Key Money

(a) Sale of Project Site Property. In the event that (i) Authority terminates all or any portion of the DDA before the issuance of the last Certificate of Completion for the Project for any reason other than a Selected Default and (ii) Authority sells all or any part of the Project Site included in the termination that Authority did not otherwise convey to Developer (the “**Unconveyed Property**”) or enters into an agreement with respect to the Unconveyed Property for which compensation is paid to Authority, then, through the escrow for the sale of such Unconveyed Property or upon receipt of any other compensation relating to such Unconveyed Property, Authority shall pay to Developer the Net Sale Proceeds associated with such Unconveyed Property until the Deficit is paid in full.

(b) Deficit. For purposes of this Section 6.3, the term “**Deficit**” shall mean the amount calculated pursuant to the following formula so long as such amount is greater than \$0:

(Installment Payments actually paid by Developer)

minus

(Acreage Percentage Acquired x Total Installment Payments)

7. INTERPRETATION; DEFINITIONS

7.1 Interpretation of Agreement

(a) DDA and City DA. This Financing Plan is a part of the DDA and the City DA and is subject to all of its general terms, including the rules of interpretation.

(b) Inconsistent Provisions. Developer, City, and Authority intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other document related to the Project.

7.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

“Accounting” means a complete accounting and computations setting forth the basis of each Additional Consideration to be paid, including the Gross Revenues and Development Costs for the relevant determination period, together with a narrative description of the methodology employed to calculate each Additional Consideration payment to be due for the relevant period.

“Acquisition and Reimbursement Agreement” means the agreement between Developer and City governing the terms of City’s acquisition of Infrastructure and Stormwater Management Controls and reimbursement of Qualified Project Costs, in the form attached to this Financing Plan as Attachment A, as the same may be modified or amended from time to time.

“Acreage Percentage Acquired” means the percentage calculated by dividing (i) the cumulative total amount of acreage of the Market Rate Lots acquired by Developer from Authority by (ii) the cumulative total amount of acreage of Market Rate Lots programmed on lands conveyed by the Navy to Authority.

“Additional Community Facilities” means any public facilities that are contemplated to be financed by City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the manner set forth in this Financing Plan, and shall include but not be limited to the Future Sea Level Rise Improvements.

“Additional Consideration” means the First Tier Payments and the Second Tier Payments.

“Additional Payments” is defined in Section 3.7(a)(i).

“Adequate Security” is defined in the DDA.

“Affiliate” is defined in the DDA.

“Alternative Financing” is defined in Section 4.1(a).

“Annual Report” is defined in Section 1.6(a).

“Approval” and any variation thereof (such as **“Approved”** or **“Approve”**) is defined in the DDA.

“Assigned Project Special Tax Rate” is defined in Section 2.3(d).

“Authority” means the Treasure Island Development Authority.

“Authority Board” is defined in the DDA.

“Authority Consideration” means, collectively, the Authority Second Tier Payments and the Authority Third Tier Payments.

“Authority Cost Payment” is defined in the Conveyance Agreement.

“Authority Costs” is defined in the DDA.

“Authority Second Tier Payment” is defined in Section 1.3(c)(iii).

“Authority Third Tier Payment” is defined in Section 1.3(c)(iv).

“Authorized Payments” is defined in the Acquisition and Reimbursement Agreement.

“Backup Project Special Tax Rate” is defined in Section 2.3(g).

“Board of Supervisors” is defined in the DDA.

“Building” means any structure to be constructed within a CFD, including structures that contain Taxable Residential Units, commercial, industrial, science and technology, research and development, and office uses.

“Cash Flow Distribution Termination Date” means the date on which there are no longer any Gross Revenues generated by the Project.

“Certificate of Completion” is defined in the DDA.

“CFD” means (i) a community facilities district formed over all or any part of the Project Site that is established under the CFD Act to finance Qualified Project Costs and Additional Community Facilities, or (ii) if designated, an Improvement Area within a community facilities district formed over all or any part of the Project Site, which Improvement Area has been designated under the CFD Act to finance Qualified Project Costs and Additional Community Facilities.

“CFD Act” means the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.), as amended from time to time.

“CFD Bonds” means one or more series of bonds (including refunding bonds) secured by the levy of Project Special Taxes in a CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

“CFD Bonds Project Account” means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the Net CFD

Proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

“**CFD Conversion Date**” means, calculated separately for each CFD, the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in such CFD.

“**CFD Goals**” means, subject to Section 2.6(g), City’s Local Goals and Policies for Mello-Roos Community Facilities Districts, approved by Resolution No. 387-09, adopted on October 6, 2009, and as thereafter amended from time to time.

“**Change In Law**” means legislation enacted by the Congress of the United States or by the legislature of the State, or the enactment of a regulation or statute by any Governmental Entity (other than City or Authority or any related entities) with jurisdiction over City or Authority.

“**Change Proceedings**” means proceedings under section 53332 of the CFD Act initiated by Developer’s petition.

“**City**” means the City and County of San Francisco.

“**City DA**” means the Development Agreement by and between City and Developer relative to Naval Station Treasure Island.

“**City’s General Fund**” means the City’s general operating fund, into which taxes are deposited, excluding dedicated revenue sources for certain municipal services, capital projects, and debt service.

“**Commence**” is defined in the DDA.

“**Complete**” (or its variant “**Completion**”) is defined in the DDA.

“**Conditional City Increment**” means, for each IFD, the amount allocated by the City on a conditional basis to such IFD for the purposes described in Section 3.3(e), which shall be equal to \$0.08 of every dollar of Increment (which amount will come from Increment that would have otherwise been allocated to City).

“**Conditional Maintenance Tax**” shall mean a special tax that may be levied under an RMA only upon the occurrence of a Maintenance Default and only in the manner and in the amount set forth in Section 2.7(f).

“**Conveyance Agreement**” is defined in the DDA.

“**CPA**” means an independent certified public accounting firm Approved by Authority and Developer.

“**DDA**” means that certain Disposition and Development Agreement (Treasure Island/Yerba Buena Island) to which this Financing Plan is attached.

“**Default Interest Rate**” means an interest rate of three hundred (300) basis points above the Interest Rate.

“**Deficit**” is defined in Section 6.3(b).

“**Department of Public Works**” is defined in the DDA.

“**Developed Property**” means, in any Fiscal Year, an assessor’s parcel of Taxable Property included in a recorded final subdivision map before January 1 of the preceding Fiscal Year, and for which a building permit has been issued before May 1 of the preceding Fiscal Year.

“**Developer**” is defined in the DDA.

“**Developer Construction Obligations**” means, to the extent required under the DDA in connection with the Project, Developer’s obligation to construct or cause the construction of the Project in accordance with the Schedule of Performance, including: (a) the Infrastructure and Stormwater Management Controls; (b) Improvements pursuant to the Parks and Open Space Plan; and (c) Required Improvements.

“**Developer Fiscal Year**” means the fiscal year period for Developer, which currently commences on December 1 of any year and ends on the following November 30.

“**Developer Maintenance Payment**” means the payment made by Developer to pay for Ongoing Park Maintenance, subject to the limitations set forth in Section 2.7(d).

“**Development Costs**” means all Hard Costs, Soft Costs, and Pre-Development Costs, except to the extent specifically excluded under the Conveyance Agreement and specifically excluding any costs, fees or charges related to debt financing that are not also Permissible Financing Costs.

“**Encumbered Parcels**” is defined in Section 3.7(a)(i).

“**Entitlement**” is defined in the Conveyance Agreement.

“**Estimated Maintenance Cost**” means the estimated costs of the Ongoing Park Maintenance for a Maintenance Period, as determined pursuant to Section 2.7(a).

“**Event of Default**” is defined in the DDA.

“**Excess Land Appreciation Structure**” is defined in the Conveyance Agreement.

“Exempt Parcel” means the Public Property. Exempt Parcel does not include an assessor’s parcel that, immediately prior to the acquisition by City, Authority, or other Governmental Entity, was a Taxable Parcel that Authority, City, or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor’s parcel that, immediately prior to the acquisition by Authority, was a Taxable Parcel that Authority acquires under its right of reverter under the DDA.

“Final Conveyance Agreement IRR” is defined in Section 1.3(e)(i).

“Final Conveyance Agreement IRR Statement” is defined in Section 1.3(e)(i).

“Final IRR” is defined in Section 1.3(f).

“Final IRR Statement” is defined in Section 1.3(f).

“Financial Obligations” is defined in the DDA.

“Financing Plan” means this Financing Plan.

“First Tier Compensation” is defined in Section 1.3(c)(ii).

“First Tier Payment” is defined in Section 1.3(c)(ii).

“First Tranche” means, calculated separately for each CFD, one or more series of CFD Bonds (including refunding bonds) issued prior to the applicable CFD Conversion Date and secured by the levy of Project Special Taxes in such CFD, the proceeds of which City is obligated under this Financing Plan to use to finance Qualified Project Costs.

“Fiscal Agent” means the fiscal agent or trustee under an Indenture.

“Fiscal Year” means the period commencing on July 1 of any year and ending on the following June 30.

“FOST Parcel” is defined in the Conveyance Agreement.

“Funding Goals” is defined in Section 1.1(a).

“Funding Sources” is defined in Section 1.2(a).

“Future Sea Level Rise Improvements” is defined in Section 2.8(e).

“GAAP” means generally accepted accounting principals.

“Governmental Entity” is defined in the DDA.

“Gross Revenues” means, for any period, all cash revenues received by Developer from any source whatsoever, and whether collected through or outside of escrow in connection with all or any part of the Project, in each case for such period, which shall include, the gross proceeds of sale or transfer of the Lots or any portion thereof, rents or other payments paid to Developer as the master landlord under any ground lease or as a property manager under an interim management agreement with Authority for existing facilities and open space, including any of Authority’s revenues assigned to Developer pursuant to the DDA (which assignment may exclude revenues of Authority that are used to pay for Authority’s costs and expenses that are not included in Authority Cost Payment pursuant to the DDA); proceeds from the first sale of ground leases or refinancing intended to capitalize ground value; any damage recoveries, insurance payments or condemnation proceeds payable to Developer with respect to the Project to the extent not otherwise used for repair or reconstruction of the Property, all revenues derived from agreements to which Developer is a party pursuant to which Developer participates in the proceeds of the operation or sale of any portion of the Property sold to a Vertical Builder, amounts paid to Developer from the proceeds of any assessment or special tax districts formed for purposes of providing funds for costs associated with the Project, and amounts paid to Developer from tax increment financing or other public financing, and grants and tax credits to reimburse Developer for Infrastructure and Stormwater Management Controls or other qualifying costs. Gross Revenues shall specifically exclude the proceeds of any capital contributed to Developer by its partners or members or the proceeds of any loan made to Developer. Gross Revenues includes Net Interim Lease Revenues to the extent provided in Section 6.1(a)(iii).

“Hard Costs” is defined in the Conveyance Agreement.

“High IRR Period” means the time period (i) commencing on the date that an IRR Statement shows that Developer has achieved a cumulative IRR in excess of 15% as of the end of the final Quarter of the applicable Reporting Period considering all First Tier Payments, Second Tier Payments, and Authority Second Tier Payments and (ii) ending on the date that a subsequent IRR Statement shows that Developer’s cumulative IRR as of the end of the final Quarter of the applicable Reporting Period, considering all First Tier Payments, Second Tier Payments, and Authority Second Tier Payments, is 15% or below.

“Higher IRR Period” means the time period (i) commencing on the date that an IRR Statement shows that Developer has achieved a cumulative IRR in excess of 25% as of the end of the final Quarter of the applicable Reporting Period considering all First Tier Payments, Second Tier Payments, and Authority Second Tier Payments and (ii) ending on the date that a subsequent IRR Statement shows that Developer’s cumulative IRR as of the end of the final Quarter of the applicable Reporting Period, considering all First Tier Payments, Second Tier Payments, and Authority Second Tier Payments, is 25% or below.

“Housing Amounts” means the amounts transferred to Authority for purposes of paying the Housing Costs under Section 3.6.

“Housing Costs” means the costs incurred by Authority to increase, improve, and preserve the City’s supply of housing for persons and families of very low-, low-, or moderate-income pursuant to the Housing Plan.

“Housing Fund” means a fund created by Authority for holding the Housing Amounts and applying such Housing Amounts on Housing Costs.

“Housing Percentage” means, for each IFD, 17.5%.

“Housing Plan” is defined in the DDA.

“IFD” means (i) an infrastructure financing district formed over all or any part of the Project Site that is established under the IFD Act to finance Qualified Project Costs, or (ii) if authorized under the IFD Act, a Project Area within an infrastructure financing district formed over all or any part of the Project Site, which Project Area has been designated under the IFD Act to finance Qualified Project Costs.

“IFD Act” means the Infrastructure Financing District Act (Government Code § 53395 et seq.), as amended from time to time.

“IFD Debt” means any bonded indebtedness that an IFD or other Governmental Entity incurs to finance Qualified Project Costs that is secured by a pledge of Net Available Increment, but not including CFD Bonds.

“IFD Debt Project Account” means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the net proceeds of IFD Debt to be used to finance Qualified Project Costs.

“IFD Proceeds” means, in any Fiscal Year, for an IFD, the cumulative amount of (i) the proceeds of IFD Debt for such IFD and (ii) the Net Available Increment generated in such Fiscal Year that are not used to (A) pay debt service on any IFD Debt for such IFD and (B) repay the City for any Conditional City Increment used to pay IFD Debt for such IFD in the manner set forth in Section 3.5(d) and to the extent set forth in Section 3.3(e).

“IFP” means an infrastructure financing plan required for each IFD under the IFD Act.

“Improvement Area” means an improvement area within a community facilities district designated pursuant to section 53350 of the CFD Act.

“Improvements” is defined in the DDA.

“Inclusionary Units” is defined in the Housing Plan.

“Increment” means, within an IFD, the tax increment revenues generated from the property within such IFD from and after the base year established for such IFD.

“Indenture” means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Net Available Increment or Project Special Taxes.

“Index” is defined in the DDA.

“Infrastructure” is defined in the DDA.

“Infrastructure Plan” is defined in the DDA.

“Initial Closing” means the date on which the first conveyance of the FOST Parcel by Quitclaim Deed from the Navy to Authority occurs in accordance with Article 3 of the Conveyance Agreement.

“Initial Consideration Term” means a term of ten (10) years (as such term may be extended pursuant to Section 4.2.2 of the Conveyance Agreement).

“Initial Major Phase” is defined in the DDA.

“Initial Major Phase Application” is defined in the DDA.

“Initial Navy Consideration” means the initial consideration to the Navy for acquisition of the Project Site, including the principal amount of \$55 million and all interest payable to the Navy on the unpaid principal amount.

“Installment Payment” is defined in the Conveyance Agreement.

“Interagency Cooperation Agreement” means that certain Interagency Cooperation Agreement, by and between the City and Authority, as amended from time to time.

“Interest Rate” is defined in the Conveyance Agreement.

“Interim Lease Revenues” means all cash, notes, or other monetary consideration of any kind paid to the Authority under the Interim Leases.

“Interim Leases” means leases under which Authority is the lessor encumbering land in the Project Site during the time such land is leased to or owned by Authority.

“**IRR**” means the internal rate of return, annualized, calculated on the Project’s Net Cash Flow by the Excel 2007 “IRR” function using quarterly Net Cash Flows. The Project’s Net Cash Flow shall be adjusted to show all costs incurred in the quarter paid and all revenues in the quarter received, provided that Pre-Development Costs are applied as of the Initial Closing. An example of the IRR calculation is attached to the Conveyance Agreement as Exhibit DD.

“**IRR Statement**” is defined in Section 1.3(b).

“**Island Wide Costs**” shall mean the Qualified Project Costs that benefit the Project Site as a whole; for illustration purposes, the categories of Qualified Project Costs that the parties anticipate will constitute Island Wide Costs (further due diligence is required before it will be possible to precisely define Qualified Project Costs; the parties have agreed in Section 3.8(e) to define the categories of Qualified Project Costs that constitute Island Wide Costs) are listed in Attachment B hereto.

“**Liquidated Pre-Agreement Costs**” is defined in Section 3.8(c)(ii).

“**Lot**” is defined in the DDA.

“**Maintenance Account Balance**” is defined in Section 2.7(e).

“**Maintenance Budget**” is defined in Section 2.7(b).

“**Maintenance Commencement Date**” means the date that the first park owned by the Authority is completed and open to the public.

“**Maintenance Default**” is defined in Section 2.7(f).

“**Maintenance Period**” means, in each year, the one-year period commencing July 1 and ending on June 30.

“**Major Phase**” is defined in the DDA.

“**Major Phase Approval**” is defined in the DDA.

“**Marina Revenues**” is defined in the DDA.

“**Market Rate Lots**” is defined in the Conveyance Agreement.

“**Market Rate Unit**” is defined in the Housing Plan.

“**Material Breach**” is defined in the DDA.

“**Maximum Annual Developer Contribution**” is defined in Section 2.7(d).

“**Maximum Project Special Tax Rate**” is defined in Section 2.3(g).

“Minimum Affordable Percentage” is defined in the Housing Plan.

“Navy” is defined in the DDA.

“Navy Payment Escrow” means an escrow created by Authority to hold Interim Lease Revenues to be used solely to pay Installment Payments (principal plus interest at the Interest Rate).

“Navy Promissory Note” is described in Section 4.2.6 of the Conveyance Agreement.

“Net Available Increment” means, for each IFD, \$0.567 of every dollar of Increment (which amount will come from Increment that would have otherwise been allocated to City). Net Available Increment does not include Conditional City Increment.

“Net Cash Flow” means Gross Revenues received by Developer from the Project less Development Costs paid by Developer.

“Net CFD Proceeds” means the proceeds of CFD Bonds that are available or used to pay for Qualified Project Costs directly or by reimbursements to Developer and, when authorized pursuant to Section 2.8, to pay for the costs of Additional Community Facilities.

“Net Interim Lease Revenues” is defined in Section 6.1(a)(iv).

“Net Sale Proceeds” means the proceeds from the sale of Unconveyed Property by Authority or the compensation paid to Authority with respect to the sale of such Unconveyed Property, less the costs of the Authority associated with the marketing and sale of such Unconveyed Property.

“Non-Developer Property” means, collectively, the property in the Project Site (i) that was never acquired by Developer from Authority or (ii) that was reacquired by Authority through reverter.

“Official Records” is defined in the DDA.

“Ongoing Maintenance Account” means a separate account created by Authority and maintained by Authority to hold all Remainder Taxes transferred from the Remainder Taxes Holding Account pursuant to Section 2.7 to be used for financing Ongoing Park Maintenance during the applicable Maintenance Period.

“Ongoing Park Maintenance” means the costs of operating and maintaining Improvements constructed pursuant to the Parks and Open Space Plan within the Project Site, including installing landscaping, all personnel or third-party maintenance costs, costs of maintaining irrigation systems and other equipment directly related to maintenance, maintenance or replacement as needed of landscape areas, water

features, bathrooms, trash receptacles, park benches, planting containers, picnic tables, and other equipment or fixtures installed in areas to be maintained, insurance costs, and any other related overhead costs, along with Authority personnel, administrative, and overhead costs related to maintenance or to contracting for and managing third-party maintenance.

“Other Developer” is defined in Section 1.4(a)(i).

“Other Taxing Agencies” means governmental taxing agencies or other entities that receive Increment and are authorized by the IFD Act or such other law to allocate or subordinate increment to an IFD.

“Parks and Open Space Plan” is defined in the DDA.

“Payment Request” is defined in the Acquisition and Reimbursement Agreement.

“Permissible Financing Cost” is defined in the Conveyance Agreement.

“Person” is defined in the DDA.

“Pre-Development Costs” is defined in the Conveyance Agreement.

“Principal Payment Date” means, (i) if CFD Bonds have not yet been issued for a CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for a CFD, the calendar date on which principal or sinking fund payments on such CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

“Project” is defined in the DDA.

“Project Account” is defined in Section 1.1(c)(i).

“Project Area” means a separately designated project area within the boundaries of an IFD, as permitted by the IFD Act.

“Project Costs” means, without duplication: (a) Development Costs; (b) Initial Navy Consideration; (c) Pre-Development Costs; and (d) any other amounts specifically identified in the DDA as a Project Cost.

“Project Grants” means State and federal funding.

“Project Site” is defined in the DDA.

“Project Special Taxes” means special taxes authorized to be levied in a CFD under the CFD Act, including all delinquent Project Special Taxes collected at any time by payment or through foreclosure proceeds.

“Promissory Note” is defined in the Conveyance Agreement.

“Public Financing” means, individually or collectively as the context requires, CFD Bonds, IFD Debt, and Alternative Financing.

“Public Property” is defined in the DDA.

“Public Trust Parcels” is defined in the DDA.

“Qualified” when used in reference to Project Costs, Pre-Development Costs, and other capital public facility costs, means: (a) with respect to a CFD, the Project Costs, the Pre-Development Costs (excluding any return on such Pre-Development Costs), and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan; (b) with respect to financing from Net Available Increment or IFD Debt, the Project Costs and the Pre-Development Costs (excluding any return on such Pre-Development Costs), each to the extent authorized to be financed under the IFD Act, Tax Laws (if applicable), and this Financing Plan; (c) with respect to an Alternative Financing, the Project Costs and the Pre-Development Costs (excluding any return on such Pre-Development Costs), each to the extent authorized to be financed under the laws governing the Alternative Financing, Tax Laws (if applicable), and this Financing Plan; (d) with respect to Project Grants, the Project Costs, the Pre-Development Costs (excluding any return on such Pre-Development Costs), and other authorized capital public facility costs, each to the extent authorized to be financed under the terms of the Project Grant and this Financing Plan; and (e) with respect to Net Interim Lease Revenues, the Project Costs not including any Pre-Development Costs.

“Quarter” means a three-month period commencing on the first day of the Initial Closing and continuing until the Termination Date of the Conveyance Agreement.

“Reassessment” is defined in Section 3.7(a)(i).

“Records” is defined in Section 1.6(b).

“Redesign Costs” means the anticipated costs necessary to prepare, entitle and implement the Redesign Plan.

“Redesign Plan” means an Authority plan to re-entitle, redesign and rebuild portions of the Project.

“Reference Date” is defined in the DDA.

“Remainder Taxes” means, in each year, as of the day following the Principal Payment Date for a CFD, all Project Special Taxes collected prior to such date in such CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the applicable CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the applicable CFD payable in that Fiscal Year; and (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any.

“Remainder Taxes Holding Account” is a separate single account created by Authority to hold and apply all transfers of Remainder Taxes pursuant to Section 2.7.

“Remainder Taxes Project Account” is a separate account created by City for each CFD and maintained by City to hold all Remainder Taxes for the corresponding CFD to be used for financing Ongoing Park Maintenance, Qualified Project Costs, or Additional Community Facilities in the manner set forth in this Financing Plan.

“Reporting Period” is defined in Section 1.3(b).

“Required Improvements” is defined in the DDA.

“RMA” means the rate and method of apportionment of Project Special Taxes for a CFD, adopted in accordance with applicable law.

“Schedule of Performance” is defined in the DDA.

“Second Tier Participation” means the consideration paid to the Navy of Net Cash Flow generated by the Project in excess of a Developer 22.5% IRR, as described in Section 1.3.

“Second Tier Payment” is defined in Section 1.3(c)(iii).

“Second Tranche” means, calculated separately for each CFD, one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Project Special Taxes in such CFD to be used by City to finance Additional Community Facilities or for any other purpose authorized by the CFD Act.

“Selected Default” means an Event of Default under sections 16.2.1(a) and 16.2.3(d) of the DDA.

“Soft Costs” is defined in the Conveyance Agreement.

“Special Tax Requirement” is defined in Section 2.3(i).

“State” is defined in the DDA.

“Statement of Indebtedness” means the report an IFD may file for each Fiscal Year to properly evidence the indebtedness of such IFD, whether or not required by the IFD Act.

“Stormwater Management Controls” is defined in the DDA, but is applicable in this Financing Plan only to the extent such facilities will be dedicated to the City.

“Subordinated Pledge” is defined in Section 3.4(a).

“Subordination Request” means a set of documents that include (i) a written request to Other Taxing Agencies to subordinate the receipt of such Other Taxing Agencies’ tax revenues to the payment of debt service on any IFD Debt secured by Net Available Increment, and (ii) calculations, explanations, and other substantial evidence showing that the tax revenues expected from the property in the IFD are expected to be available to pay both the debt service on the IFD Debt and the payments to the Other Taxing Agencies.

“Sub-Phase” is defined in the DDA.

“Sub-Phase Approval” is defined in the DDA.

“Subsequent Owner Property” means any Undeveloped Property within a CFD owned by a Person other than Developer.

“Tax Laws” means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

“Taxable Parcel” means an assessor’s parcel of real property or other assessor’s parcel of property (e.g., a condominium parcel) within a CFD that is not an Exempt Parcel.

“Taxable Residential Unit” means: (a) Market Rate Units; and (b) Inclusionary Units.

“Term” is defined in the Conveyance Agreement.

“Termination Date” is defined in the Conveyance Agreement.

“Termination Notice” means a written notice from the Authority providing notice that the DDA has been terminated with respect to Developer for a portion of the Project Site.

“Termination Proceeds” is defined in Section 3.8(c)(ii).

“Total Installment Payments” means the total amount of the Installment

Payments payable under the Conveyance Agreement (principal plus interest at the Interest Rate).

“Total Tax Obligation” means, with respect to a Taxable Residential Unit at the time of calculation, the sum of: (a) the ad valorem taxes actually levied or projected to be levied if the Taxable Residential Unit were developed at the time of calculation; (b) the Assigned Project Special Tax Rates levied or projected to be levied if the Taxable Residential Unit were developed at the time of calculation; (c) all installments of special assessments if the Taxable Residential Unit were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Residential Unit levied or projected to be levied if the Taxable Residential Unit were developed at the time of calculation.

“Transferee” is defined in the DDA.

“2% Limitation” is defined in Section 2.3(e).

“Unconveyed Property” is defined in Section 6.3(a).

“Underwriter” is defined in Section 4.4(b)(v).

“Underwriter Force Majeure” is defined in Section 4.4(b)(v).

“Undeveloped Property” means, in any Fiscal Year, Taxable Parcels in a CFD that are not Developed Property.

“Vertical Builder” is defined in the Conveyance Agreement.

“Vertical Developer” is defined in the DDA.

“Work Program” a work program for a Redesign Plan submitted by Authority to the Navy.

Attachment A

Form of Acquisition and Reimbursement Agreement

[ATTACHED]

**ACQUISITION AND REIMBURSEMENT AGREEMENT
(TREASURE ISLAND/YERBA BUENA ISLAND)**

by and among

**CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic, of the State of California,**

**TREASURE ISLAND DEVELOPMENT AUTHORITY,
a California non-profit public benefit corporation,**

and

**TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. FUNDING.....	1
1.1 Use of Funding Sources.....	1
1.2 Supplements to Exhibit A.....	1
1.3 Supplements to Exhibit B.....	2
1.4 Review and Approval of Supplements.....	2
1.5 Funding Sources.....	3
1.6 Deposits of Funding Sources.....	3
1.7 Payment of Certain Costs.....	4
ARTICLE 2. CONSTRUCTION OF ACQUISITION FACILITIES.....	4
2.1 Plans.....	4
2.2 Obligation to Construct Acquisition Facilities Governed by DDA.....	4
2.3 Relationship to Public Works Contracting Requirements.....	5
2.4 Independent Contractor.....	5
ARTICLE 3. ACQUISITION AND PAYMENT OF ACQUISITION FACILITIES.....	6
3.1 Inspection.....	6
3.2 Agreement to Sell and Purchase Acquisition Facilities.....	6
3.3 Component Financing.....	6
3.4 Defective or Nonconforming Work.....	7
3.5 Conveyance of Land, Title.....	7
ARTICLE 4. PAYMENT REQUESTS FOR ACQUISITION FACILITIES AND COMPONENTS.....	7
4.1 Payment Requests.....	7
4.2 Processing Payment Requests for Acquisition Facilities and Components.....	9
4.3 Payment.....	10
4.4 Restrictions on Payments for Acquisition Facilities and Components.....	10
ARTICLE 5. PAYMENT REQUESTS FOR AUTHORIZED PAYMENTS.....	12
5.1 Authorized Payments.....	12
5.2 Processing Payment Requests for Authorized Payments.....	12
5.3 Payment.....	12
ARTICLE 6. PAYMENT REQUESTS GENERALLY; VESTING; COVENANTS.....	13

**TABLE OF CONTENTS
(Continued)**

	<u>Page</u>
6.1 Application of Payment Requests.....	13
6.2 Partial Payments; Vested Payment Requests.....	13
6.3 Deposit of Payment Requests	14
6.4 Supplemental Obligation Financing and Alternative Financing.....	14
6.5 Miscellaneous	14
ARTICLE 7. REPRESENTATIONS AND WARRANTIES.....	15
7.1 Representations and Warranties of Developer.....	15
7.2 Representations and Warranties of the City.....	15
ARTICLE 8. MISCELLANEOUS	15
8.1 Limited Liability of the City and the City	15
8.2 Attorneys' Fees	16
8.3 Notices	16
8.4 Successors and Assigns.....	16
8.5 Other Agreements	16
8.6 Waiver.....	16
8.7 Parties in Interest.....	16
8.8 Amendment	17
8.9 Counterparts	17
8.10 Interpretation of Agreement.....	17
ARTICLE 9. DEFINITIONS.....	17
9.1 Definitions.....	17

LIST OF EXHIBITS

- Exhibit A Description of Acquisition Facilities and Authorized Payments to Be Financed for the Project
- Exhibit B Description of Acquisition Facilities and Components with Cost Estimates, and Authorized Payments and Components
- Exhibit C Form of Payment Request – Acquisition Facilities and Components
- Exhibit C-1 Acquisition Facilities and Components to Which Payment Request Applies
- Exhibit C-2 Calculation of Actual Cost
- Exhibit D Form of Payment Request – Authorized Payments

ACQUISITION AND REIMBURSEMENT AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)

This ACQUISITION AND REIMBURSEMENT AGREEMENT (including any Supplement, this “**Agreement**”), dated for reference purposes only as of _____, is by and among City, Authority, and Developer. As used in this Agreement, capitalized terms used herein have the meanings given to them in Article 9. Capitalized terms used but not otherwise defined in this Agreement have the definitions given to them in the DDA.

RECITALS

A. Financing Plan; Interagency Cooperation Agreement. The Authority and Developer have entered into the DDA, and City and Developer have entered into the City DA, both of which includes the Financing Plan as attachments thereto, to establish the contractual framework for mutual cooperation in achieving the Funding Goals necessary to implement the Project. With Developer’s consent, the City and the Authority have entered into the Interagency Cooperation Agreement, under which, among other things, the Authority delegates to the City, and the City accepts, lead responsibility for certain actions necessary for the development of the Project.

B. Purpose of this Agreement. This Agreement describes the procedures by which, at Developer’s request, the City will: (1) inspect and accept Infrastructure, Stormwater Management Controls, and other Improvements that Developer constructs under the DDA and the City DA; (2) subject to Section 4.4(a), pay Developer for Actual Costs of the Acquisition Facilities and Components from available Funding Sources; and (3) pay Developer for Authorized Payments from available Funding Sources.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, City, and Authority hereby agree as follows:

ARTICLE 1 FUNDING

1.1 Use of Funding Sources. This Agreement: (a) implements and is subject to all limitations of the DDA, the City DA, and the Financing Plan; (b) will become effective on the later to occur of: (i) the date the DDA and City DA become effective; or (ii) the full execution and delivery of this Agreement (the “**Effective Date**”); and (c) describes the procedures by which, at Developer’s request, the City will use available Funding Sources to make payments to Developer for the Actual Costs (or such lesser amount required by Section 4.4(a)) of the Acquisition Facilities and Components and for Authorized Payments, each as contemplated in the Financing Plan. To the extent set forth in an Assignment and Assumption Agreement, Developer will mean a Transferee.

1.2 Supplements to Exhibit A. The Parties intend Exhibit A to be a complete list of all items eligible and intended to be financed by Funding Sources under the Financing Plan. Exhibit A sets forth: (a) reasonably detailed descriptions of all of the Acquisition

Facilities; and (b) all Authorized Payments. At any time, Developer may submit proposed Supplements to Exhibit A for review in accordance with Section 1.4 that describe in reasonable detail any proposed revisions or additions to the Acquisition Facilities or Authorized Payments.

1.3 Supplements to Exhibit B. The Parties intend Exhibit B to be a refinement of Exhibit A as the Parties obtain more information about the Acquisition Facilities and Authorized Payments, and the Actual Costs that are to be reimbursed under this Agreement. At any time, Developer may submit proposed Supplements to Exhibit B for review in accordance with Section 1.4 that: (a) describe and provide detail on any portion of the Acquisition Facilities set forth on Exhibit A, including the identification and detail of any Components thereof; (b) provide estimates of the Actual Costs of any portion of the Acquisition Facilities set forth on Exhibit A, including of any Components thereof; (c) update the amounts of any Authorized Payments; and (d) otherwise update or modify any other information in Exhibit B. The Parties agree that the City will not be obligated to pay Developer for the Actual Costs (or such lesser amount required by Section 4.4(a)) of an Acquisition Facility or a Component or for an Authorized Payment under this Agreement unless such Acquisition Facility or Component and its estimated Actual Cost or Authorized Payment is set forth on Exhibit B.

1.4 Review and Approval of Supplements. Under the Interagency Cooperation Agreement, the Department of Public Works will be the lead City agency to facilitate coordinated review of Project Applications and will assist the City as provided under this Agreement. Except as specifically provided otherwise in this Agreement or the Interagency Cooperation Agreement: (a) the Department of Public Works will be the lead City agency responsible for review of Developer's estimated Actual Costs and of any changes to its estimates of Actual Costs of Acquisition Facilities and Components contained in any Supplements submitted under this Agreement, and the Authority will be the lead agency responsible for review and approval of Supplements relating to Authorized Payments under this Agreement (as applicable, the "**Reviewing Party**"), subject to the following:

(a) Upon Developer's written request, the Reviewing Party will meet with representatives of Developer to establish acceptable contents of any Supplements to Exhibit A or Exhibit B. The Reviewing Party will have thirty (30) days after receipt of a proposed Supplement submitted with Developer's written request for review and approval to accept or object in writing to all or any portion of the proposed Supplement. Developer may resubmit any proposed Supplement to which the Reviewing Party has timely objected, and the Reviewing Party will have thirty (30) days to review any resubmitted proposed Supplement. The term "**Supplement Review Period**" as used later in this Agreement will mean the applicable period specified above in this Section 1.4(a). If the Reviewing Party fails to notify Developer that a Supplement is disapproved within the Supplement Review Period, then the Supplement will be Deemed Approved.

(b) The Reviewing Party will only be required to review a proposed Supplement after it is complete and contains all of the information set forth in Section 1.2 or Section 1.3, as applicable, and any supporting materials reasonably requested in writing by the Reviewing Party in connection with the proposed Supplement. The Supplement Review Period will be tolled: (i) as to a Supplement for which the Reviewing Party has requested additional information or materials, until such requested information or materials have been provided to the

Reviewing Party; and (ii) as to any additional Supplement proposed by Developer during any Supplement Review Period, until any previously-submitted Supplement has been reviewed and approved, timely objected to or Deemed Approved, unless the Parties agree to a different order of priority for the Reviewing Party's review. Within the Supplement Review Period, as it may be tolled under this Section 1.4(b), the Reviewing Party will send a notice of Approval or disapproval to Developer. Any notice of disapproval must state with specificity the Reviewing Party's grounds for disapproval, which must be made in good faith and will be limited to the following:

(i) For disapproval of a proposed Supplement to Exhibit A:
(A) a proposed Acquisition Facility or Authorized Payment is not contemplated to be financed by the DDA or City DA; or (B) a proposed Acquisition Facility or Authorized Payment may not be financed under the Governing Acts, the DDA, or the City DA.

(ii) For disapproval of a proposed Supplement to Exhibit B:
(A) the specified Acquisition Facilities or Authorized Payments are not listed on Exhibit A;
(B) specified Components are not components of the Acquisition Facilities listed on Exhibit A;
or (C) for an Acquisition Facility with an estimated Actual Cost of one million dollars (\$1,000,000) or less, a proposed Component is not a complete, functional portion of an Acquisition Facility.

(c) Any proposed Supplement Approved or Deemed Approved in accordance with this Section 1.4 will be made a part of Exhibit A or Exhibit B, as applicable, without further approval of the City or the Authority.

1.5 Funding Sources.

(a) The City will not be obligated to pay all or any part of the Actual Cost of an Acquisition Facility or Component, or all or any part of any Authorized Payment, under this Agreement except from Funding Sources. The City will have no liability to pay all or any part of the Actual Cost of an Acquisition Facility or Component, or all or any part of any Authorized Payment, if the Acquisition Facility, Component, or Authorized Payment is determined to be ineligible to be financed under the Governing Acts, even if the City or the Department of Public Works did not object to the Exhibit or Supplement listing it on the grounds of ineligibility.

(b) Developer acknowledges that if the City and Developer agree to issue escrow bonds as part of a Public Financing and funds are deposited in an escrow fund, escrowed amounts will become Funding Sources: (i) only after release from the escrow fund and satisfaction of all escrow requirements; and (ii) in the amounts specified in the applicable Indenture. The City agrees to take all reasonable actions necessary to cause the release of funds from an escrow fund after all conditions for their release have been satisfied.

(c) The City makes no warranty, express or implied, that Funding Sources will be sufficient to pay for all of the Acquisition Facilities, Components, and Authorized Payments.

1.6 Deposits of Funding Sources.

(a) The proceeds of any Public Financing will be deposited, held, invested, reinvested, and disbursed as provided in the respective Indenture, all in a manner consistent with the Financing Plan and this Agreement. The portion of the proceeds of each Public Financing that is used to fund reserves for debt service, to capitalize interest on the Public Financing, and to pay costs of issuance and administration will not constitute Funding Sources.

(b) Pursuant to the Financing Plan, under certain circumstances, a portion of Remainder Taxes generated from a CFD may be deposited and held in, and invested, reinvested, and disbursed from the applicable Remainder Taxes Project Account. Developer acknowledges that without the consent of the City, any Remainder Taxes for a CFD deposited in the CFD's Remainder Taxes Project Account will not be available to pay the Actual Costs of Acquisition Facilities or Components or Authorized Payments under this Agreement after the CFD Conversion Date for such CFD.

(c) All Net Available Increment will be held by the City in one or more accounts created by the City and disbursed as set forth in the Financing Plan.

(d) Developer agrees that the City alone will direct the investment of Funding Sources in accordance with the City's investment policy and all applicable laws and the applicable Indenture. The City will have no responsibility to Developer with respect to any investment of Funding Sources before their use under this Agreement, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment so long as the investments were made in accordance with all applicable laws and the applicable Indenture, even if a loss diminishes the amount of available Funding Sources.

1.7 Payment of Certain Costs.

(a) Subject to any limitations imposed by the Financing Plan, the City and Authority agree that the City shall reimburse Developer for the Authorized Payments constituting Qualified Pre-Development Costs from the first available Funding Sources until paid in full.

(b) The City and Developer agree that certain professional and consulting costs that Developer incurs in connection with the issuance of Public Financings will be financed with proceeds of the Public Financing to the extent permitted by the applicable Governing Act.

ARTICLE 2 CONSTRUCTION OF ACQUISITION FACILITIES

2.1 Plans. Developer will prepare and obtain approval by each applicable Governmental Entity of all Plans for the Acquisition Facilities in accordance with, and at the times necessary to comply with the provisions of, the DDA and the City DA.

2.2 Obligation to Construct Acquisition Facilities. Developer's obligation to construct the Acquisition Facilities is governed by the DDA and the City DA. This Agreement does not create an obligation to construct any Acquisition Facility or Component. This Article 2 applies only to those Acquisition Facilities and Components for which Developer seeks the payment of the Actual Costs under this Agreement.

2.3 Relationship to Public Works Contracting Requirements.

(a) This Agreement provides for the acquisition of the Acquisition Facilities and payment for Components from time to time from Funding Sources. The Parties acknowledge and agree that the Acquisition Facilities and Components are of local, and not state-wide, concern, and that the provisions of the California Public Contract Code do not apply to the construction of the Acquisition Facilities and Components. However, Developer agrees to award all contracts for construction of the Acquisition Facilities and Components in a manner consistent with the DDA and the City DA, including as required under the City Policies.

(b) From time to time at the request of the City, representatives of Developer must meet and confer with the City and Department of Public Works staff, consultants, and contractors regarding matters arising under this Agreement with respect to the Acquisition Facilities and any Components, compliance with City bidding requirements, and the progress in constructing and acquiring the same, and as to any other matter related to the Acquisition Facilities or this Agreement. The City and Department of Public Works staff will have the right: (i) to attend (and at the request of Developer will attend) meetings between Developer and its contractors relating to the Acquisition Facilities and Components; and (ii) to meet and confer with individual contractors and Developer if deemed advisable by the City to resolve disputes or ensure the proper completion of the Acquisition Facilities and Components.

2.4 Independent Contractor.

(a) In performing under this Agreement, Developer is an independent contractor and not the agent or employee of the City, the Authority, any CFD, or any IFD. Except as otherwise provided in this Agreement, none of the City, the Authority, any CFD, or any IFD will be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of Developer.

(b) The City has determined that it would obtain no advantage by directly undertaking the construction of the Acquisition Facilities, and that the DDA and City DA require that the Acquisition Facilities be constructed by Developer as if they had been

constructed under the direction and supervision, or under the authority, of the City, the Authority, and any Governmental Entity that will own or operate the Acquisition Facilities.

ARTICLE 3 ACQUISITION AND PAYMENT OF ACQUISITION FACILITIES

3.1 Inspection.

(a) This Article 3 applies only to those Acquisition Facilities and Components for which Developer seeks the payment of Actual Costs under this Agreement. Components may only be financed to the extent allowed under the applicable Governing Act.

(b) Except as set forth in Section 3.3, the City will not be obligated to pay the Actual Costs (or such lesser amount required by Section 4.4(a)) of Acquisition Facilities or Components under this Agreement to Developer until the applicable Acquisition Facility or Component has been inspected as required by the Interagency Cooperation Agreement and found by the Director of Public Works to be completed substantially in conformance with the Plans and otherwise consistent with the DDA and any Applicable City Regulations and ready for its intended use.

(c) For Acquisition Facilities and Components to be acquired by the City or the Authority, the Director of Public Works will arrange for the inspection to commence within five (5) days following receipt of Developer's written request to inspect Acquisition Facilities or Components that Developer believes in good faith are ready for inspection (the "**Inspection Request**"). The inspection of the Acquisition Facilities and Components to be acquired by the City or the Authority will be governed by the procedures developed by the City and Authority that are consistent with the Applicable City Regulations and are Approved by Developer. The inspection will be conducted with due diligence and in a reasonable time given the scope of the inspection but not to exceed twenty-one (21) days. Within five (5) days following the completion of the inspection, the Director of Public Works shall notify Developer of the results of the inspection by providing a written notice that the Acquisition Facility or Component has been Approved as inspected or by providing a punch list of items to be corrected.

3.2 Agreement to Sell and Purchase Acquisition Facilities. Developer agrees to sell Acquisition Facilities and Components to the City, the Authority, or other Governmental Entity(ies), and the City agrees to use Funding Sources to pay the Actual Cost of the Acquisition Facilities and Components to Developer, subject to this Agreement (including, but not limited to, Section 4.4(a)) and the Financing Plan.

3.3 Component Financing.

(a) Section 53313.51 of the CFD Act authorizes the purchase of a Component of an Acquisition Facility with an estimated cost of up to one million dollars (\$1,000,000), but only if the Component is capable of serviceable use as determined by the City, Authority, or other Governmental Entity, as applicable. Subject to the availability of Funding Sources, the City agrees to pay to Developer the Actual Costs (or such lesser amount required by Section 4.4(a)) of such Components under this Section 3.3(a) before: (i) completion of the

Acquisition Facility of which the Component is a part (unless it is the final Component of an Acquisition Facility); or (ii) the transfer to the City, the Authority, or other Governmental Entity of title to the Acquisition Facility and the property underlying applicable Component. A reasonably detailed description and estimated Actual Cost of each Component to be financed under this Section 3.3(a) must be listed on Exhibit B through an Approved or Deemed Approved Supplement.

(b) If the estimated cost of an Acquisition Facility exceeds one million dollars (\$1,000,000), section 53313.51 of the CFD Act authorizes the purchase of Components whether or not the Components are capable of serviceable use. Subject to the availability of Funding Sources, the City agrees to pay to Developer the Actual Costs (or such lesser amount required by Section 4.4(a)) of such Components under this Section 3.3(b) before: (i) completion of the Acquisition Facility of which the Component is a part (unless it is the final Component of an Acquisition Facility); or (ii) the transfer to the City, the Authority, or other Governmental Entity of title to the Acquisition Facility and the property underlying the Component. A reasonably detailed description and estimated Actual Cost of each Component to be financed under this Section 3.3(b) must be listed on Exhibit B through an Approved or Deemed Approved Supplement.

(c) Developer acknowledges that the City, the Authority, or other Governmental Entity, as applicable, will not be obligated to accept an Acquisition Facility of which a Component is a part until the entire Acquisition Facility has been constructed and determined to be Complete as required under the DDA and the City DA. The City acknowledges that a Component does not have to be accepted by the City, the Authority, or other Governmental Entity as a condition precedent to the payment of the Actual Costs (or such lesser amount required by Section 4.4(a)) of the Component.

(d) The procedures for payment of the Actual Cost of a Component described in this Section 3.3 will be governed by Article 4.

3.4 Defective or Nonconforming Work. If the Director of Public Works finds any of the work done or materials furnished for an Acquisition Facility or Component to be defective or not in conformance with the applicable Plans and the Applicable City Regulations and such finding is made: (a) prior to payment of the Actual Costs (or such lesser amount required by Section 4.4(a)) of such Acquisition Facility or Component, the City may withhold the applicable payment until such defect or nonconformance is corrected to the satisfaction of the Director of Public Works; or (b) after payment of the Actual Costs (or such lesser amount required by Section 4.4(a)) of such Acquisition Facility or Component, then the DDA and City DA will govern cure rights and obligations.

3.5 Conveyance of Land, Title. The transfer of, maintenance of, and right of entry with respect to all land on, in, or over which any of the Acquisition Facilities will be located will be governed by the DDA, the City DA, the Applicable City Regulations, and, as applicable, any Permit to Enter or other access agreement for the land, and the Interagency Cooperation Agreement.

ARTICLE 4
PAYMENT REQUESTS FOR ACQUISITION FACILITIES AND COMPONENTS

4.1 Payment Requests.

(a) To initiate the process for payment of the Actual Cost of an Acquisition Facility or Component, Developer must deliver to the Director of Public Works a Payment Request in the form of Exhibit C that contains all relevant information, including the identity of all Funding Sources that are eligible to be used to pay it (the “**Identified Funding Sources**”), together with all required attachments and exhibits, all in an organized manner. Required attachments include:

(i) a copy of the Director of Public Works’ notice that the Acquisition Facility or Component has been inspected and Approved for payment or, if applicable, written evidence that the applicable Governmental Entity has found the Acquisition Facility or Component acceptable; and

(ii) Proof of Payment evidencing that the Actual Costs were previously incurred and, if applicable, paid, for the Acquisition Facility or Component, except for any Actual Costs to be paid directly to a Third Party at Developer’s request.

(b) Any Payment Request for a Component must be supported by the following documentation:

(i) a statement specifying each contractor, subcontractor, materialman, and other Person with whom Developer or its contractor has entered into contracts with respect to any Component included in the Payment Request and, for each of them: (A) the amount of each such contract; and (B) the amount of the requested Actual Cost attributable to each specific contractor, subcontractor, materialman, and other Person; and

(ii) duly executed unconditional or conditional lien releases and waivers (in the applicable form provided in Calif. Civil Code § 3262) from all contractors, subcontractors, materialmen, consultants, and other Persons retained by Developer in connection with the Component, under which each such Person unconditionally or conditionally waives all lien and stop notice rights with respect to the pending payment.

(c) A Payment Request for a Completed Acquisition Facility will be complete only after Developer has submitted all of the following documents, to the extent applicable:

(i) if the real property on which the Acquisition Facility is located is not owned by the City, the Authority, or other Governmental Entity at the time of the request, a copy of the recorded document(s) conveying Acceptable Title to the real property to the City, the Authority, or other Governmental Entity, as applicable;

(ii) a copy of the determination of completeness issued by the Director of Public Works under Section 3.1(c) for the Acquisition Facility or, if applicable, similar evidence that the Governmental Entity has found the Acquisition Facility to be Complete;

(iii) an executed assignment of any warranties and guaranties for the Acquisition Facility, in a form acceptable to the City, the Authority, or other Governmental Entity, as applicable; and

(iv) as-built drawings and an executed assignment of the Plans, to the extent reasonably obtainable.

(d) Developer will specify the “**Developer Allocation**” that is included in the calculation of the Actual Cost in Exhibit C-2 to each Payment Request under this Article 4, showing how Developer has allocated the following costs paid or incurred by Developer (as applicable):

(i) costs that apply to more than one Acquisition Facility or Component (e.g., Soft Costs), as allocated between the Acquisition Facilities or Components;

(ii) costs that apply to both Acquisition Facilities or Components and other improvements (e.g., grading), as allocated between the Acquisition Facilities or Components and the other improvements; and

(iii) amounts paid to the City and the Authority that apply to more than one Acquisition Facility or Component (e.g., inspection fees, Authority Costs, plan review fees, etc.), as allocated between the Acquisition Facilities or Components.

4.2 Processing Payment Requests for Acquisition Facilities and Components.

(a) Within ten (10) days after receipt of any Payment Request, the Director of Public Works will review the Payment Request to: (i) determine that it is complete; or (ii) determine that the Payment Request is incomplete and to request additional information and documentation reasonably necessary for the Director to complete the review. If the Director fails to notify Developer within the 10-day review period that a Payment Request is incomplete, the Payment Request will be deemed complete. Developer agrees to cooperate with the Director of Public Works in conducting each such review and to provide the Director of Public Works with such additional information and documentation as is reasonably necessary for the Director of Public Works to conclude each such review.

(b) Within thirty (30) days after the date a Payment Request is determined or deemed to be complete under Section 4.2(a), the Director of Public Works will review the Payment Request to confirm that all conditions in Article 3 and Section 4.1 have been satisfied, to the extent applicable, and provide notice to Developer either that: (i) the Payment Request is Approved (which will be confirmed by counter-signing the Payment Request); or (ii) the Payment Request is disapproved in whole or in part, specifying in the notice the portion of the Payment Request that is disapproved and the reason(s) for disapproval. If the Payment Request is disapproved in part, the Director of Public Works will forward the Payment Request to the City for partial payment under Section 4.3, together with a copy of the Director’s notice of disapproval to Developer. Developer may resubmit any Payment Request disapproved in whole or in part with additional supporting documentation, and the Director of Public Works will review it within the amount of time that is reasonable in light of the materiality of the reasons for the disapproval, not to exceed fourteen (14) days. If the Director of Public Works fails to notify

Developer within the review period that a Payment Request is Approved or disapproved, then the Payment Request will be Deemed Approved.

(c) The period within which the Director of Public Works must review a Payment Request under Section 4.2(a) or Section 4.2(b) will be tolled: (i) as to any Payment Request, until Developer has provided any additional information or documentation that the Director of Public Works has requested under Section 4.2(a) or Section 4.2(b); and (ii) as to any additional Payment Request submitted by Developer during the review period under Section 4.2(a) or Section 4.2(b), until all previously-submitted Payment Requests have been reviewed and approved, disapproved or Deemed Approved, unless the Parties agree to a different order of priority for review by the Director of Public Works.

(d) The process for review of the Payment Requests is subject to Article 6.

4.3 Payment.

(a) Within five (5) days after Approving a Payment Request or after the Deemed Approval of a Payment Request, the Director of Public Works will forward the counter-signed Approved Payment Request to the City. If the Director of Public Works has not forwarded a counter-signed Approved Payment Request within that period, Developer will have the right to deliver the unsigned Payment Request, together with proof of its delivery to the Director of Public Works, directly to the City, with a copy to the Director of Public Works.

(b) The Developer Allocations will be presumed to be reasonable and will be accepted for all purposes of this Agreement unless the City notifies Developer of the City's good-faith objection to the Developer Allocation shown in the Payment Request within five (5) days after the City receives the counter-signed Payment Request from the Director of Public Works or unsigned Payment Request and proof of delivery from Developer. If the City has timely objected to the Developer Allocation, then the City and Developer will promptly meet and confer in an attempt to agree on how to allocate such costs on a reasonable basis (the "**Agreed-Upon Allocation**").

(c) The City must pay the Actual Costs (or such lesser amount required by Section 4.4(a)) to the extent of available Identified Funding Sources within fifteen (15) business days after the City's receipt of a counter-signed Approved Payment Request (or an unsigned Payment Request and proof of delivery). If the City objected to the Developer Allocation under Section 4.3(b), then the City may withhold payment of the Developer Allocation until the City and Developer agree on the Agreed-Upon Allocation, in which case the withheld allocations will be paid by the City to Developer within fifteen (15) business days thereafter. At the written request of Developer, the City will make payments under any Approved or Deemed Approved Payment Requests directly to a Third Party, such as a contractor or supplier of materials.

(d) The City and Developer acknowledge sections 4.4(c), 4.6(a), and 4.6(b) of the Financing Plan as they apply to the relative timing of acceptance of Acquisition

Facilities and Components and the payment of the Actual Costs (or such lesser amount required by Section 4.4(a)) of such Acquisition Facilities and Components.

4.4 Restrictions on Payments for Acquisition Facilities and Components. The following restrictions will apply to any payments made to Developer under Section 4.3:

(a) The total amount paid for any Acquisition Facility or Component must not exceed the lesser of the Actual Cost or value. Any Acquisition Facility or Component constructed in accordance with the Plans will be presumed to have a value equal to its Actual Cost unless either Developer or the City provides evidence that extraordinary costs have been incurred. Promptly following the notice, the City and Developer will meet and confer to review the Actual Costs and make a reasonable determination of value. The Parties acknowledge and agree that all payments to Developer for the Actual Costs are intended to be payments to Developer for monies already expended or for immediate payment by Developer (or directly by the City) to Third Parties. Costs will not constitute extraordinary costs unless the City can demonstrate that the costs are commercially unreasonable under the circumstances.

(b) The City will withhold final payment for any Completed Acquisition Facility (but not for any Component that is not the final Component of an Acquisition Facility) constructed in, on, or over land, until Acceptable Title to such land has been conveyed to the City, the Authority, or other Governmental Entity, if required under Section 4.1(c).

(c) The City may withhold final payment for any Completed Acquisition Facility (if it has no Components) or the final Component of any Completed Acquisition Facility until: (i) the Completed Acquisition Facility has been finally inspected as provided in Section 3.1; (ii) the Acceptance Date for the Acquisition Facility has occurred and the requirements of Section 4.1 have been satisfied to the extent applicable, or Developer has provided the Director of Public Works with evidence that the Governmental Entity has accepted dedication of and title to the Acquisition Facility; and (iii) general lien releases for the Acquisition Facility (conditioned solely upon payment from Funding Sources to be used to acquire such Acquisition Facility or final Component) have been submitted to the Director of Public Works.

(d) Nothing in this Agreement prohibits Developer from contesting in good faith the validity or amount of any mechanics' or materialman's lien or limits the remedies available to Developer with respect to such liens so long as any resulting delays do not subject the Acquisition Facilities or any Component to foreclosure, forfeiture, or sale. If Developer contests any such lien, Developer will only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director of Public Works. In addition, the City agrees that Developer will have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify the City and the City for any losses sustained by the City or the City because of any liens that may exist at the time of acceptance of such an Acquisition Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director of Public Works.

(e) The City will be entitled to withhold from the amounts payable under each Payment Request a portion for retention as authorized by City policies and procedures that constitute Applicable City Regulations, but in any case not to exceed ten percent (10%) of the amount of the Actual Cost of an Acquisition Facility or Component. The City will be obligated to release any retention it withholds in accordance with applicable City policies and procedures.

ARTICLE 5 PAYMENT REQUESTS FOR AUTHORIZED PAYMENTS

5.1 Authorized Payments. In order to receive reimbursement of an Authorized Payment, Developer must deliver to the City a Payment Request in the form of Exhibit D that contains all required information and attachments, as applicable, such as: (a) Identified Funding Sources; (b) Proof of Payment; and (c) for interest-bearing Authorized Payments, a calculation showing the amounts accrued and the outstanding and unpaid balance after the application of any Funding Sources as of the date the Payment Request is submitted (“**Authorized Payment Calculation**”).

5.2 Processing Payment Requests for Authorized Payments.

(a) Within ten (10) days after receipt of a Payment Request for an Authorized Payment, the Authority Director will review the Payment Request to confirm that it is complete and the calculations are accurate and notify Developer whether the Payment Request is complete and Approved (which will be confirmed by counter-signing the Payment Request), and, if not, specify the reason(s) for any disapproval. Developer agrees to cooperate with the Authority Director in conducting each such review and to provide the Authority Director with such additional information and documentation as is reasonably necessary for the Authority Director to conclude each such review. If the Payment Request is disapproved, Developer may resubmit it for approval, and the Authority Director will review it within the amount of time that is reasonable in light of the materiality of the reasons for disapproval, not to exceed ten (10) days. If the Authority Director fails to notify Developer that a Payment Request is Approved or disapproved within the review period, then the Payment Request will be Deemed Approved.

(b) The period within which the Authority Director must review a Payment Request under Section 5.2(a) will be tolled: (i) as to any Payment Request, until Developer has provided any additional information or documentation that the Authority Director has requested under Section 5.2(a); and (ii) as to any additional Payment Request submitted by Developer during the review period under Section 5.2(a), until all previously-submitted Payment Requests have been reviewed and approved, disapproved or Deemed Approved, unless the Parties agree to a different order of priority for review by the Authority Director.

(c) The process for review of the Payment Requests for Authorized Payments is subject to Article 6.

5.3 Payment.

(a) Within five (5) days after the Approval or Deemed Approval of a Payment Request, the Authority Director will forward the counter-signed Approved Payment

Request to the City Finance Deputy. If the Authority Director has not forwarded the counter-signed Approved Payment Request within five (5) days after Approving the Payment Request, or it is Deemed Approved pursuant to Section 5.2(a), Developer will have the right to forward the unsigned Payment Request, together with proof of its delivery to the Authority Director, directly to the City Finance Deputy, with a copy to the Authority Director. The City Finance Deputy must pay the Approved or Deemed Approved Payment Request from available Identified Funding Sources within fifteen (15) business days after receipt of a counter-signed Approved Payment Request (or an unsigned Payment Request and proof of delivery).

ARTICLE 6 PAYMENT REQUESTS GENERALLY; VESTING; COVENANTS

6.1 Application of Payment Requests.

(a) Each Payment Request will be numbered consecutively. Each Payment Request will be assigned the next available number when submitted to the Director of Public Works or the Authority Director, as applicable, pursuant to Section 4.2 or Section 5.2.

(b) Each Payment Request will identify the Major Phase and Sub-Phase in which the work is being conducted or to which the Authorized Payment is allocated and all the Identified Funding Sources that are eligible to be used to pay it.

(c) The City will satisfy a Payment Request only from the Identified Funding Sources.

(d) The City shall not satisfy a Payment Request out of Net Available Increment if application of Net Available Increment has been suspended in the manner described in section 3.8 and section 3.9 of the Financing Plan, and shall not satisfy a Payment Request out of any Funding Sources during the time under which the circumstances described in Section 4.4(c)(ii) of the Financing Plan are applicable.

(e) The City and Developer acknowledge that proceeds of Funding Sources may be applied to the payment of a Payment Request only to the extent that the costs of the Acquisition Facility, Component, or Authorized Payment are Qualified.

(f) Payment Requests may be paid: (i) in any number of installments as Identified Funding Sources become available; and (ii) irrespective of the length of time of such deferral of payment.

(g) Each Payment Request shall be consistent with section 3.6 of the Financing Plan.

6.2 Partial Payments; Vested Payment Requests. If Identified Funding Sources are not sufficient to pay the full amount of a Payment Request, then the City will pay the Payment Request to the extent of available Identified Funding Sources and notify Developer of the amount of the remaining portion. The right to the payment of the remaining portion of the Payment Request from the Identified Funding Sources will vest in the payee of such Payment Request (the "**Vested Payment Request**"). Promptly following the availability of Identified

Funding Sources, the City will, from time to time and in as many installments as necessary, pay any Vested Payment Request. The Vested Payment Request will be paid from such Identified Funding Sources to the payee of such Vested Payment Request in the order in which the Payment Request is numbered, with a Payment Request of a lower number to be satisfied before the Payment Request of a higher number, except during a suspension of the application of Net Available Increment in the manner described in section 3.8 and section 3.9 of the Financing Plan, and except during the time under which the circumstances described in Section 4.4(c)(ii) of the Financing Plan are applicable, which will prevail over this Agreement in determining priorities for payments from Funding Sources. Subject to suspension of the application of Net Available Increment in the manner described in sections 3.8 and 3.9 of the Financing Plan, and except during the time under which the circumstances described in Section 4.4(c)(ii) of the Financing Plan are applicable, outstanding and unpaid Vested Payment Requests will be paid from the Identified Funding Sources in their relative order of priority under this Section 6.2 before Identified Funding Sources may be used for any other purposes under this Agreement regardless of: (a) the identity of the owner of any property in the Project Site at the time of the payment of the Vested Payment Request; (b) whether the payee under the Vested Payment Request is, at the time of payment, a Party or a party to the DDA or City DA; and (c) whether the DDA or City DA has been terminated or assigned to or assumed by another Person. This Section 6.2 will survive termination of this Agreement, the DDA, and the City DA.

6.3 Deposit of Payment Requests. Except for payments made to Third Parties at Developer's request, all payments made under any Payment Request or Vested Payment Request will be deposited into one or more Project Accounts specified by Developer.

6.4 Alternative Financing. If an Alternative Financing is approved pursuant to the Financing Plan, then the Parties will work together in good faith if necessary to amend this Agreement to allow the proceeds of the Alternative Financing to be used to acquire Acquisition Facilities and Components and to pay Actual Costs and Authorized Payments.

6.5 Miscellaneous.

(a) Communications requesting additional information about and notices of Approval or disapproval of a Supplement or a Payment Request or the insufficiency of Identified Funding Sources to pay an Approved or Deemed Approved Payment Request in full may be made in any written form for which receipt may be confirmed, including facsimile, electronic mail, and certified first class mail, return receipt requested. Such communications will be effective upon receipt, or, if delivered after 5 p.m. or on a weekend or holiday, the next business day.

(b) All proposed Supplements and Payment Requests submitted to the City must be sent by certified first class mail - return receipt requested, personal delivery, or receipted overnight delivery. Payment Requests must be clearly marked: "Payment Request No. _____; Treasure Island/Yerba Buena Island; Attn: Executive Director " Delivery of a Supplement or Payment Request to the City will be effective on the actual date of delivery, or, if delivered after 5 p.m. or on a weekend or holiday, the next business day. Copies of Payment Requests must be delivered in the same manner as the original.

(c) Except as provided in this Agreement, the City agrees that it will not withhold payment on any undisputed portion of a Payment Request, and that the City will be entitled to withhold payment only on a disputed portion of a Payment Request.

(d) In connection with processing any request under this Agreement (including Payment Requests and Supplements), the City and the Director of Public Works agree that any additional information request by the City or the Director of Public Works to Developer must be submitted as soon as practicable following the submission of the original materials, but in any event prior to applicable deadlines required by this Agreement. The City and the Director of Public Works will use their respective good faith efforts to make each additional information request comprehensive and thorough to minimize the number of requests delivered, and Developer will use its good faith efforts to provide a thorough, organized, and complete response to each request. Developer is authorized to communicate directly with the City, the Director of Public Works, and their designees, agents, and contractors to facilitate any additional information request, to facilitate the prompt resolution of any technical issues, and to minimize the amount of time it takes to resolve outstanding issues.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Developer. Developer represents and warrants to and for the benefit of the City that:

(a) Developer is a limited liability company duly organized and validly existing under the laws of the State of California, is in compliance with the laws of such state, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(b) Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by Developer.

7.2 Representations and Warranties of the City. The City represents and warrants to and for the benefit of Developer that:

(a) The City is a duly formed corporate body under the Constitution and the laws of the State of California, is in compliance with the Constitution and the laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(b) The City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the City.

7.3 Representations and Warranties of the Authority. The Authority represents and warrants to and for the benefit of Developer that:

(a) The Authority is a California non-profit public benefit corporation, is in compliance with the laws of the State of California, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(b) The Authority has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Authority.

ARTICLE 8 MISCELLANEOUS

8.1 Limited Liability of the City and the City. Except as otherwise provided in the DDA and the City DA, Developer agrees that any and all obligations of the City or the Authority arising out of or related to this Agreement are special and limited obligations of the City and the Authority, as applicable, and the City's and Authority's obligations to make any payments under this Agreement to implement the Financing Plan are restricted entirely to available Funding Sources as provided in the Financing Plan and from no other source. No member of the Board of Supervisors, the Authority Board, or City or Authority staff member or employee will incur any liability under this Agreement to Developer in their individual capacities by reason of their actions under this Agreement or execution of this Agreement. It is understood and agreed that no commissioners, members, officers, or employees of the City or the Authority (or of either of its successors or assigns) will be personally liable to Developer, nor will any officers, directors, shareholders, agents, or employees of Developer (or of its successors or assigns) be personally liable to the City or the Authority in the event of any default or breach of this Agreement by the City or Developer or for any amount that may become due to Developer or the City or the Authority, as the case may be, under this Agreement or for any obligations of the Parties under this Agreement.

8.2 Attorneys' Fees.

(a) Should any Party institute any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement, the prevailing party shall be entitled to receive from the losing party the prevailing party's reasonable costs and expenses incurred including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as may be awarded to be reasonable attorneys' fees and costs for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 8.2 shall include attorneys' fees on any appeal.

(b) For purposes of this Agreement, reasonable fees of a Party's in-house attorneys shall be no more than the average fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the

law for which such attorneys services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the applicable Party.

8.3 Notices. Except as provided in Sections 6.5(a) and (b), any notices to be provided under this Agreement must be delivered to the addresses and in the manner set forth in the DDA (if to the Authority or Developer) and the City DA (if to the City or Developer).

8.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, as governed by the DDA and City DA. This Agreement may be assigned only in connection with an assignment of the DDA and City DA that is permitted in accordance with their terms.

8.5 Other Agreements. The obligations of Developer under this Agreement will be those of a Party and not as an owner of property in the Project Site. Nothing in this Agreement may be construed as affecting the City's or Developer's rights, or duties to perform their respective obligations under the DDA, the City DA, the Interagency Cooperation Agreement and other Development Requirements, and any Applicable Regulation. If this Agreement creates ambiguity in relation to or conflicts with any provision of the Financing Plan, the Financing Plan will prevail.

8.6 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, will not constitute a waiver of such Party's right to later insist upon and demand strict compliance by the other Party with the terms of this Agreement. Deemed Approval of a Supplement or Payment Request will not constitute a waiver of the right of the City or the Director of Public Works, as applicable, to obtain information and documents that would have been required for a proposed Supplement or Payment Request to be complete.

8.7 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or will be construed to confer upon or to give to any person or entity other than the City, the Authority, and Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions, or stipulations of this Agreement; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or Developer will be for the sole and exclusive benefit of the City, the Authority, and Developer, subject to Section 8.4.

8.8 Amendment. This Agreement may be amended from time to time by the written agreement of the City and Developer, including a Supplement, executed by the City and Developer or otherwise Approved or Deemed Approved under Section 1.4. The Parties agree that changes to the forms of the Payment Requests as needed to reflect an Alternative Financing, to reflect formation and issuance alternatives as discussed in section 4.2 of the Financing Plan, or to make other adjustments to clarify and expedite the payment process under this Agreement are ministerial in nature and do not require an amendment to this Agreement.

8.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts (including by fax, pdf, or other electronic means), each of which will be deemed an original, but all of which will constitute one and the same instrument.

8.10 Interpretation of Agreement. Unless otherwise specified, whenever in this Agreement reference is made to any capitalized Article, Section, Exhibit, Attachment, Supplement or any defined term, the reference will mean the Article, Section, Exhibit, Attachment, Supplement or defined term in this Agreement. Any reference to an Article or a Section includes all subsections, clauses, and subparagraphs of that Article or Section. The use in this Agreement of the words “including”, “such as”, or words of similar import when following any general term, statement or matter will not be construed to limit the statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to”, or words of similar import, is used. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions will prevail.

ARTICLE 9 DEFINITIONS

9.1 Definitions.

“**Acceptable Title**” means title to real property or interest in real property free and clear of all liens, taxes, assessments, leases, easements, and encumbrances, whether or not recorded, except for: (a) those determined not to interfere materially with the intended use of such real property; (b) those required to satisfy the terms of the DDA or the City DA; and (c) if the lien is for any existing CFD, then the lien of the special taxes shall be a permitted exception to title so long as the real property, while owned by any Governmental Entity, is exempt from the special tax to be levied by the CFD.

“**Acceptance Date**” means the date that an action by the City or other Governmental Entity, as applicable, to accept dedication of or transfer of title to an Acquisition Facility becomes final.

“**Acquisition Facilities**” means the Infrastructure, Stormwater Management Controls, and other Improvements shown in Exhibit A, as such exhibit may be amended or supplemented from time to time in accordance with the provisions of this Agreement.

“**Actual Cost**” means Qualified Project Costs of an Acquisition Facility or Component (which includes any applicable Developer Allocation or Agreed-Upon Allocation).

“**Agreed-Upon Allocation**” is defined in Section 4.3(b).

“**Agreement**” is defined in the introductory paragraph.

“**Alternative Financing**” is defined in the Financing Plan.

“**Applicable City Regulations**” is defined in the DDA.

“**Approve**”, “**Approval**” and “**Approved**” are defined in the DDA.

“**Assignment and Assumption Agreement**” is defined in the DDA.

“**Authority**” means the Treasure Island Development Authority, a California non-profit public benefit corporation.

“**Authority Board**” is defined in the DDA.

“**Authority Costs**” is defined in the DDA

“**Authority Director**” is defined in the DDA.

“**Authorization**” is defined in the DDA.

“**Authorized Payment Calculation**” is defined in Section 5.1.

“**Authorized Payments**” means: (a) the Qualified Project Costs shown in Exhibit A that are not for Acquisition Facilities or Components constructed by Developer; and (b) other amounts for which Developer is entitled to receive payment or reimbursement under the Financing Plan, such as Pre-Development Costs (not including any return on such Pre-Development Costs).

“**Board of Supervisors**” is defined in the DDA.

“**CFD**” is defined in the Financing Plan.

“**CFD Act**” is defined in the Financing Plan.

“**CFD Bonds**” is defined in the Financing Plan.

“**CFD Conversion Date**” is defined in the Financing Plan.

“**City**” means the City and County of San Francisco, a public body, corporate and politic, of the State of California.

“**City DA**” is defined in the Financing Plan.

“**City Finance Deputy**” means the _____ of the City or any Person acting as such through a proper delegation of City under City policy (or any successor officer designated by or under law).

“**Complete**” (or its variant “**Completion**”) is defined in the DDA.

“**Component**” means a component or phase of an Acquisition Facility shown in Exhibit B, as amended from time to time by an Approved or Deemed Approved Supplement.

“**Construction Documents**” has the meaning described in the DRDAP.

“**DDA**” is defined in the Financing Plan.

“**Deemed Approved**” or “**Deemed Approval**” means a Supplement or Payment Request that will be treated as Approved in the form submitted for all purposes under this Agreement due to the expiration of any applicable review and approval periods provided in this Agreement.

“**Developer**” is defined in the DDA.

“**Developer Allocation**” is defined in Section 4.1(d).

“**Development Requirements**” is defined in the DDA.

“**Director of Public Works**” means the Director of Public Works of the City (or any successor officer designated by or under law) or the Director’s authorized designee, acting in that capacity under this Agreement and the Interagency Cooperation Agreement.

“**DRDAP**” is defined in the DDA.

“**Effective Date**” is defined in Section 1.1.

“**Financing Plan**” is defined in the DDA.

“**Funding Goals**” is defined in the Financing Plan.

“**Funding Sources**” is defined in the Financing Plan, and is subject to the limitations on the use of those funds set forth in the Financing Plan.

“**Governing Acts**” means, as applicable, the CFD Act, the IFD Act, or the laws governing the issuance of CFD Bonds, IFD Debt, or Alternative Financing.

“**Governmental Entity**” is defined in the DDA.

“**Identified Funding Sources**” is defined in Section 4.1(a).

“**IFD**” is defined in the Financing Plan.

“**IFD Act**” is defined in the Financing Plan.

“**IFD Debt**” is defined in the Financing Plan.

“**Improvements**” is defined in the DDA.

“**Indenture**” is defined in the Financing Plan.

“**Infrastructure**” is defined in the DDA.

“**Inspection Request**” is defined in Section 3.1(c).

“**Interagency Cooperation Agreement**” is defined in the DDA.

“**Major Phase**” is defined in the DDA.

“**Net Available Increment**” is defined in the Financing Plan.

“**Party**” or “**Parties**” means, individually or collectively as the context requires, Developer and the City.

“**Payment Request**” means a document to be used by Developer in requesting payment for: (a) the Actual Costs an Acquisition Facility or Component, substantially in the form of Exhibit C; or (b) an Authorized Payment to Developer, substantially in the form of Exhibit D.

“**Permit to Enter**” is defined in the DDA.

“**Person**” is defined in the DDA.

“**Plans**” means the applicable Construction Documents and Authorizations for the Acquisition Facilities or any Components as Approved under the DDA, the City DA, Applicable City Regulations, or, if applicable, standards of the other Governmental Entity.

“**Pre-Development Costs**” is defined in the Financing Plan.

“**Project**” is defined in the DDA.

“**Project Accounts**” is defined in the Financing Plan.

“**Project Applications**” is defined in the Interagency Cooperation Agreement.

“**Project Costs**” is defined in the Financing Plan.

“**Project Site**” is defined in the DDA.

“**Proof of Payment**” means a cancelled check, a wire confirmation demonstrating delivery of a direct transfer of funds, an executed and acknowledged unconditional lien release, or other evidence Approved by the City demonstrating payment of the applicable Actual Cost.

“**Public Financing**” is defined in the Financing Plan.

“**Qualified**” is defined in the Financing Plan.

“**Remainder Taxes**” is defined in the Financing Plan.

“**Remainder Taxes Project Account**” is defined in the Financing Plan.

“**Reviewing Party**” is defined in Section 1.4.

“**Soft Costs**” is defined in the Financing Plan.

“**Stormwater Management Controls**” is defined in the DDA.

“**Sub-Phase**” is defined in the DDA.

“**Supplement**” means a written amendment to Exhibit A or Exhibit B.

“**Supplement Review Period**” is defined in Section 1.4(a).

“**Third Party**” means a Person that is not a Party.

“**Third Party Reimbursements**” means payments, if any, from Third Parties that are received by Developer as a reimbursement of Qualified Project Costs incurred with respect to the Acquisition Facilities, such as utility or other reimbursements.

“**Transferee**” is defined in the DDA.

“**Vested Payment Request**” is defined in Section 6.2.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City, Authority, and Developer have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

CITY:
CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to form:

DENNIS J. HERRERA,
City Attorney

By: _____
Name: _____
Deputy City Attorney

Approved on _____

AUTHORITY:

TREASURE ISLAND DEVELOPMENT
AUTHORITY,
a California non-profit public benefit
corporation

By: _____
Name: _____
Title: Executive Director
Authorized by City Resolution
No. _____ adopted _____.
Approved as to Form:

DENNIS J. HERRERA
City Attorney
By _____
Deputy City Attorney

DEVELOPER:

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: UST Lennar HW Scala SF Joint Venture,
a Delaware general partnership
its co-Managing Member

By: _____
Name: Kofi Bonner
Its: Authorized Representative

By: KSWM Treasure Island, LLC,
a California limited liability company
its co-Managing Member

By: WMS Treasure Island
Development I, LLC,
a Delaware limited liability company
its Member

By: Wilson Meany Sullivan LLC,
a California limited liability company
its Sole Member and Manager

By: _____
Name: Chris Meany
Title: Co-Managing Member

EXHIBIT A

**Description of Acquisition Facilities
and Authorized Payments to be Financed for the Project**

[To be completed and attached before execution of Acquisition and
Reimbursement Agreement]

EXHIBIT B

**Description of Acquisition Facilities and Components, with Cost Estimates,
and Authorized Payments and Components**

[To be completed from time to time]

EXHIBIT C

Form of Payment Request – Acquisition Facilities and Components

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____ (“Developer”)
MAJOR PHASE: _____ SUB-PHASE: _____

The undersigned hereby requests payment in the total amount of \$_____ for the Acquisition Facilities or Components (as described in Exhibit B to that certain Acquisition and Reimbursement Agreement among the City and County of San Francisco, Treasure Island Development Authority, and Treasure Island Community Development, LLC, dated for reference purposes only as of _____), all as more fully described in Exhibit C-1. In connection with this Payment Request, the undersigned hereby represents and warrants to the Director of Public Works and the City as follows:

1. He (she) is a duly authorized officer of Developer, qualified to execute this Payment Request for payment on behalf of Developer and is knowledgeable as to the matters set forth in this Payment Request.

2. The Acquisition Facilities or Components for which payment is requested were constructed in accordance with the DDA and City DA, and have been inspected and Approved for payment as indicated in the attached notice from the Director of Public Works.

3. All costs of the Acquisition Facilities or Components for which payment is requested hereby are Actual Costs, and have not been inflated in any respect, as indicated in the attached Proof of Payment. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. The costs for which payment is requested are not the subject of dispute with any contractor, subcontractor, materialman, or other Person who supplied goods or labor, as evidenced by the attached conditional or unconditional lien releases.

5. Developer is in compliance with the terms and provisions of the Acquisition and Reimbursement Agreement and no portion of the amount being requested to be paid was previously paid.

6. The Actual Cost of each Acquisition Facility or Component (a detailed calculation of which is shown in Exhibit C-2 for each such Acquisition Facility or Component), has been calculated in conformance with the terms of the Acquisition and Reimbursement Agreement.

7. To the knowledge of the undersigned, Developer is not delinquent in the payment of ad valorem real property taxes, possessory interest taxes or special taxes or special assessments levied on the regular County tax rolls against property owned by Developer in the Project Site.

8. The Payment Request must be paid solely from the following sources of Funding Sources:

Funding Sources from which Actual Costs may be Paid (check one or more boxes)	Identified Funding Sources
	CFD No. 1 Bonds
	Remainder Taxes for CFD No. 1
	CFD No. 2 Bonds
	Remainder Taxes for CFD No. 2
	IFD Debt for IFD No. 1
	Net Available Increment in IFD No. 1
	IFD Debt for IFD No. 2
	Net Available Increment in IFD No. 2
	Other Source (specify):
Total Actual Cost	

9. Payments under this Payment Request, when Approved or Deemed Approved, to be made as follows:

The amount of \$ _____ to the Project Account(s) held by Developer at the following financial institution(s) by wire, according to the following instructions:

The following amount(s) the following Third Party(ies) at the following address(es):

10. Other relevant information about Payment Request: _____

I hereby declare that the above representations and warranties and all information provided in this Payment Request, including attachments and exhibits, are true and correct to the best of my knowledge.

DEVELOPER:

[insert name of Developer]

By: _____
Authorized Representative
of Developer

Date: _____

Attachments:

- Notice of Approval following inspection by Director of Public Works
- Unconditional lien releases from the following: _____
- Conditional lien releases from the following: _____
- For Completed Acquisition Facility:** Copy of recorded conveyance of land
- For Completed Acquisition Facility:** Copy of determination of completeness
- For Completed Acquisition Facility:** Original assignment of warranties and guaranties
- For Completed Acquisition Facility:** Original assignment of Plans
- For Completed Acquisition Facility:** Original assignment of reimbursements from Third Parties payable with respect to the Acquisition Agreement
- For Completed Acquisition Facility:** As-built drawings of the Acquisition Facility
- Exhibit C-1
- Exhibit C-2

DEEMED APPROVAL NOTICE

**Under Section 4.2(b) of the Acquisition and Reimbursement Agreement,
if you fail to notify Developer that
this Payment Request is Approved or disapproved
within thirty (30) days after your receipt of this Payment Request,
it will be Deemed Approved.**

Payment Request Approved on _____.

By: _____
Director of Public Works

EXHIBIT C-1

Acquisition Facilities and Components to Which Payment Request Applies

PAYMENT REQUEST NO. _____

MADE ON BEHALF OF: _____

MAJOR PHASE: _____

SUB-PHASE: _____

1. The Acquisition Facilities and Components for which payment is requested under this Payment Request are: _____

2. Contract information for each contractor, subcontractor, materialman, and other contract for which payment is requested under this Payment Request is shown below.

Name	Amt. of Contract	Amt. Requested	Amt. Previously Pd.
Total			

Attachments:

- Approved Supplement(s) *(include proof of delivery if Deemed Approved)*
- Proof of Payment for each amount and included in the Actual Costs

EXHIBIT C-2

Calculation of Actual Cost

PAYMENT REQUEST NO. _____

MADE ON BEHALF OF: _____

MAJOR PHASE: _____

SUB-PHASE: _____

1. Description (by reference to Exhibit B to the Acquisition and Reimbursement Agreement) of the Acquisition Facility or Component _____
2. Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost, including any Developer Allocation): \$ _____
3. Subtractions:
 - A. Holdback for lien releases (see Section 4.4(c) of the Acquisition and Reimbursement Agreement): (\$ _____)
 - B. Retention (see Section 4.4(e) of the Acquisition and Reimbursement Agreement): (\$ _____)
 - C. Third Party Reimbursements: (\$ _____)
4. Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3) \$ _____

Attachments – Complete Acquisition Facilities Only:

[] Copies of Payment Requests for which release of retention is requested.

EXHIBIT D

Form of Payment Request – Authorized Payments

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____ (“Developer”)
MAJOR PHASE: _____ SUB-PHASE: _____

The undersigned hereby requests payment in the total amount of \$_____ for the reimbursement of Authorized Payments (as described in Exhibit B to that Acquisition and Reimbursement Agreement), to be paid solely from following Funding Sources:

Funding Sources from which Authorized Payments may be Paid (check one or more boxes)	Identified Funding Sources
	CFD No. 1 Bonds
	Remainder Taxes for CFD No. 1
	CFD No. 2 Bonds
	Remainder Taxes for CFD No. 2
	IFD Debt for IFD No. 1
	Net Available Increment in IFD No. 1
	IFD Debt for IFD No. 2
	Net Available Increment in IFD No. 2
Total Authorized Payment	

In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of Developer, qualified to execute this Payment Request for payment on behalf of Developer and is knowledgeable as to the matters set forth in this Payment Request.
2. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.
3. Developer is in compliance with the terms and provisions of the Acquisition and Reimbursement Agreement and no portion of the amount being requested to be paid was previously paid.
4. To the knowledge of the undersigned, Developer is not delinquent in the payment of ad valorem real property taxes, possessory interest taxes or

special taxes or special assessments levied on the regular County tax rolls against property owned by Developer in the Project Site.

I hereby declare that the above representations and warranties and all information provided in this Payment Request, including attachments and exhibits, are true and correct to the best of my knowledge.

DEVELOPER:

[insert name of Developer]

By: _____
Authorized Representative

Date: _____

Attachments:

- Proof of Payment
- Authorized Payment Calculation

DEEMED APPROVAL NOTICE
Under Section 5.2 of the Acquisition and Reimbursement Agreement,
if you fail to notify Developer that
this Payment Request is Approved or disapproved
within ten (10) days after your receipt of this Payment Request,
it will be Deemed Approved.

Payment Request Approved and counter-signed on _____
_____:

By: _____
Executive Director
Treasure Island Development Authority

Attachment B

Expected Categories of Island Wide Costs

[ATTACHED]

Financing Plan Attachment B

Expected Categories of Island-Wide Costs

Land Preparation

- Environmental Remediation Work cost cap insurance
- Island Perimeter Flood Protection Improvements

Infrastructure

- Island Causeway (connecting YBI to TI)¹
- Viaduct Upgrade and Ramps Cost Contribution²
- Offsite Utilities and Trunk Lines
- Water Storage Tanks
- On site Renewable Energy Generation
- Firefighting Water Supply System
- Central Utilities Plants
- Interim Construction and Utilities that have island-wide benefits

Public Parks and Open Space; Landscaping

- YBI HMP
- YBI Hilltop Park
- YBI Beach Park
- Northern Wilds
- Ballfields
- Pier 1
- Ferry Plaza Park
- Cultural Park / Chapel
- Urban Farm

Community Facilities²

- School
- Police & Fire
- Day Care
- Other community facilities

Transportation and Transit Systems²

- Ferry Terminal Construction
- Ferry Quay Construction
- Ferry Boats Purchase
- AC Transit Bus Purchase
- Muni Bus Subsidy
- Public On-Island Shuttle Purchase

¹ Island Causeway costs are island-wide due to its value to all phases of TI

² Costs are island-wide, but may be ineligible for reimbursement from IFD Debt if Developer pays these costs through subsidy contributions rather than direct construction cost payment

Bike Lending Library
Congestion Pricing Equipment
Permanent Surface Parking Lots
Public Parking Meters
Public Parking Garages

Public Historic Building Rehab Costs

Building 2 (to the extent used as grocery store or other island-wide benefit)
Other historic structures (if structure used for public community-wide benefit)

Land Payments

Planning and Entitlement Costs³

Design and Engineering Costs³

Fees / Bonds / Permits³

Construction Management Costs³

³ Share of costs considered island-wide will be pro-rated by calculating share of qualified island-wide costs to total qualified project costs (understanding that some island-wide costs may not also be qualified costs) and multiplying that ratio by the total costs incurred in any category marked for proration in this manner.

TREASURE ISLAND INFRASTRUCTURE PLAN

June 28, 2011

TABLE OF CONTENTS

1. INTRODUCTION/PRODUCT DESCRIPTION	1
1.1 Purpose	1
1.2 Land Use Program for the Infrastructure Plan	1
1.3 Infrastructure Plan Overview	3
1.4 Property Acquisition, Dedication, and Easements	3
1.5 Project Datum	4
1.6 Technical Memoranda	4
1.7 Conformance with EIR & Entitlements	4
1.8 Interagency Cooperation Agreement	5
1.9 Applicability of Uniform Codes and Infrastructure Standards	5
1.10 Project Phasing	5
1.11 Phases of Infrastructure Construction	6
2. SUSTAINABILITY	7
2.1 Sustainable Infrastructure	7
3. ENVIRONMENTAL REMEDIATION	11
3.1 Background	11
3.2 Status of Land at Transfer from Navy to TIDA	11
3.3 Developer Obligations	11
3.4 Potential Additional Scope of Work	12
4. DEMOLITION AND DECONSTRUCTION	13
4.1 Scope of Demolition	13
4.2 Phases of Demolition/Deconstruction	14
5. SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY	15
5.1 Sea Level Rise (SLR)	15
5.2 Adaptive Management Approach	15
5.3 Initial Infrastructure Design	15
5.3.1 Grading	15
5.3.1.1 Perimeter Protection	16
5.3.1.2. Development Area Grading	16
5.3.1.2.1 Proposed Building and Roadway Areas	16
5.3.1.2.2 Open Space Areas	17
5.3.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain	17
5.3.1.2.4 Wastewater Treatment Plant	17
5.3.2 Stormwater System	18
5.4 Infrastructure Adjustments for Future SLR	18
5.4.1 Grading	18
5.4.1.1 Perimeter Protection	18
5.4.1.2 Development Area Grading	18
5.4.1.2.1 Proposed Building and Roadway Areas	18
5.4.1.2.2 Open Space Areas	19
5.4.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain	19
5.4.1.2.4 Wastewater Treatment Plant	19
5.4.2 Stormwater System	19
5.5 SLR Monitoring Program	20

5.5.1 Decision-Making Framework	20
5.5.2 Sea Level Rise Monitoring and Implementation Report.....	20
5.5.3 Funding Mechanism	21
5.6 Yerba Buena Island	21
6. GEOTECHNICAL CONDITIONS.....	25
6.1 Treasure Island (TI)	25
6.1.1 Overall Geotechnical Approach	26
6.1.1.1 Creation of a Long-Term Stable Platform	27
6.1.1.2 Elevation of the Ground Surface as Long-Term Protection Against Flooding	27
6.1.1.3 Strengthening of the Perimeter Berm and Causeway.....	28
6.1.2 Building Foundations	29
6.2 Yerba Buena Island (YBI).....	29
6.2.1 Foundation Design	31
6.2.2 Existing Retaining Walls.....	31
6.2.3 Perimeter Slopes.....	32
6.2.4 Strengthening of the Viaduct.....	32
6.3 Phase of Geotechnical Stabilization	33
6.4 Schedule for Additional Geotechnical Studies	33
7. SITE GRADING AND DRAINAGE.....	35
7.1 Existing Site Conditions	35
7.1.1 Existing Site Elevations	35
7.1.2 Existing FEMA Flood Plain Areas	35
7.2 Proposed Grading Requirements	35
7.2.1 100-Year Design Tide Elevations (Base Flood Elevation).....	36
7.2.2 Potential Sea Level Rise.....	36
7.2.3 Long Term Settlement.....	36
7.3 Site Grading Designs.....	36
7.3.1 TI Perimeter Wave Protection.....	37
7.3.2 Proposed Building and Roadway Areas	37
7.3.2.1 Saw Tooth Grading Scheme for Streets.....	38
7.3.3 Open Space Areas	39
7.3.4 Historic Buildings, School Site, and Job Corps Structures to Remain	40
7.3.5 Wastewater Treatment Plant.....	40
7.3.6 YBI Site Grading.....	40
7.4 Cut/Fill Quantities	40
7.5 Proposed Phases of Grading and Drainage Construction.....	41

8. TRANSPORTATION AND STREETS DESIGN	43
8.1 Transit System.....	43
8.1.1 Bus Service.....	43
8.1.2 Island Shuttle Service	43
8.1.3 Ferry Service	44
8.1.3.1 Waterside Improvements	44
8.1.3.2 Landslide Improvements.....	45
8.2 Public Street System	46
8.2.1 Street and Block Numbers	47
8.2.2 Roadway Dimensions.....	47
8.2.3 TI Public Street System	48
8.2.4 Angled Intersections on TI.....	49
8.2.5 YBI Public Street System	49
8.2.6 YBI Private Street System.....	50
8.2.7 North Gate Road.....	50
8.2.8 Retaining Walls within Public Street Right of Way	50
8.3 Fire Department Access	50
8.4 Structural Street Sections.....	51
8.5 Traffic Signals and Street Lights.....	51
8.6 Public Bike and Pedestrian Paths.....	51
8.7 Bay Bridge Access	52
8.8 Acceptance and Maintenance of Public Street Improvements	52
8.9 Acceptance of Public Bike and Pedestrian Paths.....	52
8.10 Coast Guard and Job Corps	53
8.11 Phasing of New Roadway Construction.....	53
8.12 SFMTA Infrastructure	54
9. POTABLE WATER SYSTEM.....	55
9.1 Existing System	55
9.1.1 Existing Water Supply.....	55
9.1.2 Existing Water Storage.....	55
9.1.3 Existing Water Distribution System.....	56
9.2 Proposed Potable Water System.....	56
9.2.1 Proposed Water Demands.....	56
9.2.2 Proposed Water Supply.....	61
9.2.2.1 Primary Water Supply	61
9.2.2.2 Emergency Water Supply	61
9.2.3 Proposed Potable Water Storage.....	62
9.2.4 Proposed Potable Water Distribution System.....	63
9.2.4.1 Location of Distribution System within New Streets.....	64
9.2.4.2 Potable Water System Design Criteria	64
9.3 Potable Water Fire Protection	64
9.4 Coast Guard and Job Corps	65
9.5 Phases for Potable Water System Construction	65

10. WASTEWATER SYSTEM	67
10.1 Existing Wastewater System	67
10.1.1 Existing Wastewater Collection System.....	67
10.1.2 Existing Wastewater Treatment Facility (WWTF).....	67
10.2 Proposed Wastewater System	68
10.2.1 Proposed Wastewater Demands.....	68
10.2.2 Proposed Wastewater Collection System.....	71
10.2.2.1 Location of Wastewater System within New Streets.....	72
10.2.2.2 Wastewater System Design Criteria.....	72
10.2.2.3 Sanitary Sewer Overflow Mitigations.....	72
10.3 Proposed Wastewater Treatment Facility (WWTF)	73
10.3.1 Revisions to Existing NPDES Permit.....	74
10.4 Coast Guard and Job Corps	74
10.5 Phases for Wastewater System Construction	74
11. RECYCLED WATER SYSTEM	77
11.1 Existing System	77
11.2 Proposed Recycled Water System	77
11.2.1 Proposed Recycled Water Demands.....	77
11.2.2 Supplemental Source for Fire Protection.....	77
11.2.3 Proposed Recycled Water Treatment Facility (RWTF).....	78
11.2.4 Proposed Recycled Water Storage and Pumps.....	82
11.2.5 Proposed Recycled Water Distribution.....	82
11.2.5.1 Location of Distribution System within New Streets.....	83
11.2.5.2 Recycled Water System Design Criteria.....	83
11.3 Recycled Water Fire Protection	83
11.4 Coast Guard and Job Corps	83
11.5 Phases for Recycled Water System Construction	84
12. STORMWATER SYSTEM	85
12.1 Existing Stormwater Collection System	85
12.1.1 Existing Stormwater Treatment Systems.....	85
12.2 Proposed Stormwater System	85
12.2.1 Proposed Stormwater Collection System.....	85
12.2.1.1 Location of Stormwater System within New Streets.....	86
12.2.1.2 Stormwater System Design Criteria.....	86
12.2.1.3 Stormwater System Performance in New Development Area.....	88
12.2.1.4 Sanitary Sewer Overflow Mitigations.....	89
12.2.2 Proposed Outfall Structures.....	89
12.3 Proposed Stormwater Treatment System	91
12.3.1 Treasure Island Stormwater Treatment Areas.....	91
12.3.2 Yerba Buena Stormwater Treatment Areas.....	95
12.4 Coast Guard and Job Corps	97
12.5 Phases for Stormwater System Construction	98

13. DRY UTILITY SYSTEMS	101
13.1 Electrical System	101
13.1.1 Existing Electrical Service to Treasure Island	101
13.1.2 Existing Electrical System on Treasure Island	101
13.1.3 Proposed Electrical System	101
13.1.3.1 Proposed Electrical Demand.....	101
13.1.3.1.1 Proposed Renewable Energy Generation	102
13.1.3.2 Proposed Treasure Island Electrical Distribution System	102
13.1.3.2.1 Location of Electrical Distribution System within New Street.....	102
13.1.3.3 Phases for Electrical System Construction.....	103
13.2 Natural Gas System	104
13.2.1 Existing Natural Gas Demand	104
13.2.2 Existing Natural Gas Distribution System	104
13.2.3 Proposed Natural Gas System	104
13.2.3.1 Proposed Natural Gas Demand.....	104
13.2.3.2 Proposed Natural Gas Distribution.....	104
13.2.3.3 Phases for Natural Gas System Construction	105
13.3 Telecommunications and Cable TV	105
13.4 Coast Guard and Job Corps	106
14. PROJECT INFRASTRUCTURE VARIANTS.....	107
14.1 Location of Alternative Utilities	107
14.2 Phasing	107

FIGURES

Figure 5.1	TI Perimeter and Inland Areas
Figure 7.1	FEMA Preliminary 100-year Special Flood Hazard Area
Figure 7.2	TI Conceptual Grading Plan
Figure 7.3	YBI Conceptual Grading Plan
Figure 7.4	Approximate Area of Grading Activity on YBI
Figure 7.5	Typical Sawcut Grading
Figure 7.6	Potential Ponding at Catch Basin
Figure 8.1	SFMUNI/AC Transit Bus Routes
Figure 8.2	Transit Hub Area
Figure 8.3	Shuttle Service Routes
Figure 8.4	Ferry Basin
Figure 8.5	Public Streets
Figure 8.6	Street Names and Block Numbers
Figure 8.7	TI Street Plan
Figure 8.8.1.A	Major Arterial Street – California Avenue
Figure 8.8.1.B	Major Arterial Street – Avenue C and Palm Drive
Figure 8.8.2.A	Secondary Arterial Street – Clipper Cove Avenue
Figure 8.8.2.B	Secondary Arterial Street – Retail Streets
Figure 8.8.3	Collector Streets
Figure 8.8.4	Shared Public Ways
Figure 8.9	TI Angled Streets
Figure 8.10	YBI Street Plan
Figure 8.11.1.A	Major Arterial Street – Treasure Island Road and Hillcrest Road
Figure 8.11.1.B	Major Arterial Street – Viaduct/Structure
Figure 8.11.1.C	Major Arterial Street – One Way – Macalla Road
Figure 8.11.2	Secondary Arterial Street & Collector Street
Figure 8.11.3	Private Street
Figure 8.12	Primary Fire Department Access
Figure 8.13.1	Fire Truck Turning at Intersections
Figure 8.13.2	Fire Truck Turning at Intersections
Figure 8.14.1	Treasure Island Bicycle and Pedestrian Paths
Figure 8.14.2	Yerba Buena Island Bicycle and Pedestrian Paths
Figure 8.15	Streets and Paths within Public Trust Areas
Figure 9.1	Proposed Water Tank Locations
Figure 9.2	Proposed Potable Water Distribution System
Figure 9.3.1	Detail of Potable Water System Location in Streets
Figure 9.3.2	Detail of Potable Water System Location in Streets
Figure 10.1	Proposed Wastewater Collection System
Figure 10.2.1	Detail of Wastewater Collection System in Streets
Figure 10.2.2	Detail of Wastewater Collection System in Streets
Figure 11.1	Proposed Recycled Water Distribution System
Figure 11.2.1	Detail of Recycled Water System Location in Streets
Figure 11.2.2	Detail of Recycled Water System Location in Streets

Figure 12.1	Proposed Stormwater Collection System
Figure 12.2.1	Detail of Stormwater Collection System in Streets
Figure 12.2.2	Detail of Stormwater Collection System in Streets
Figure 12.3.1	Conceptual Outfall Structure
Figure 12.3.2	Conceptual Outfall Structure
Figure 12.3.3	Conceptual Outfall Structure
Figure 12.4	Watershed and Treatment Areas
Figure 12.5.1	Typical Stormwater Path
Figure 12.5.2	Typical Street Planter
Figure 12.5.3	Typical Bioretention Treatment Planter
Figure 13.1	Proposed Joint Trench Distribution System
Figure 13.2.1	Detail of Joint Trench System Location in Streets
Figure 13.2.2	Detail of Joint Trench System Location in Streets
Figure 14.1.1	Detail of Heating/Cooling and Automated Waste Systems in Streets
Figure 14.1.2	Detail of Heating/Cooling and Automated Waste Systems in Streets

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an attachment to the Disposition and Development Agreement (DDA) between the Treasure Island Development Authority, a public body, corporate, and politic of the State of California, together with any successor public agency, (the Authority) and Treasure Island Community Development, a California limited liability corporation, together with its successors (Developer), and is an exhibit to the Interagency Cooperation Agreement (ICA) between the City and County of San Francisco (City) and the Authority. This Infrastructure Plan defines the Public Infrastructure for those portions of Naval Station Treasure Island (NSTI) that are being redeveloped pursuant to the DDA (the Development Plan Area). For the purposes of this report, "Treasure Island" will refer to both Treasure Island and Yerba Buena Island, collectively, and "TI" or "YBI" will be used when referring to a specific Island. Capitalized terms used but not otherwise defined shall have those meanings set forth in the DDA.

The overall Project description, location, and the nature of the Development within the Development Plan Area are described fully in the DDA. For convenience, a summary of land uses that will be served by the Infrastructure to be developed on Treasure Island is provided here. Not all of these uses are part of the Project, as some are existing uses to remain or be developed separately.

The definitions of development-related terms as defined in the DDA shall apply to this Infrastructure Plan.

1.2 Land Use Program for the Infrastructure Plan

The following land use table is used to determine infrastructure demands in this document only. These numbers do not represent the final land use program and may be adjusted in the future. Adjustments will not significantly change the utility demands.

LAND USE	LOCATION / DESCRIPTION	PROGRAM
Residential	Treasure Island	7,700 – 7,850 units
	Yerba Buena Island	150 - 300 units
	Residential Totals	Up to 8,000 units
Hotel	Treasure Island	450 rooms
	Yerba Buena Island	50 rooms
	Hotel Totals	Up to 500 rooms
Office	Treasure Island	100,000 s.f.
New Construction Retail	Neighborhood Serving	45,000 s.f.
	Other Retail	95,000 s.f.
	New Construction Retail Totals	Up to 140,000 s.f.
Adaptive Reuse*	Building 1	76,000 s.f.
	Building 2	85,000 s.f.
	Building 3	150,000 s.f.
	Adaptive Reuse Totals	311,000 s.f.
Parking Structures		2,479,750 s.f.
Open Space		300 acres
Miscellaneous Structures	YBI Historic / Open Space Structures	75,000 s.f.
Marina		400 slips
Community / Civic Facilities	Treasure Island School	105,000 s.f.
	Police/Fire	30,000 s.f.
	Misc. small community facilities	13,500 s.f.
	Pier 1 community center	35,000 s.f.
	TI Sailing Center	15,000 s.f.
	Museum	75,000 s.f.
	Community / Civic Total	273,500 s.f.
Job Corps		777,029 s.f.
Coast Guard Facility		Existing Square Feet to Remain
Utility Facilities	Wastewater Treatment Plant	10,000 s.f.
	Corporation Yard Buildings at Treatment Plant and Water Tanks	4,000 s.f.
	Utility Facility Buildings Totals	14,000 s.f.

* Of this 311,000 SF total, 67,000 is proposed for retail use.

1.3 Infrastructure Plan Overview

This Infrastructure Plan will govern the construction and development of Infrastructure in the Development Plan Area and site work needed to support the Project. This Infrastructure Plan may be modified to the extent such additional Infrastructure is mutually agreed to by the Authority and the Developer consistent with the terms of the DDA and the ICA.

This Infrastructure Plan defines Infrastructure improvements to be provided by the Developer for the Development Plan Area, as well as off-site and on-site work that may be provided to support development of the Development Plan Area by the San Francisco Public Utilities Commission (SFPUC). While some Infrastructure improvements to be provided by City Agencies and other governmental agencies are described, their inclusion herein is not intended to be inclusive of all improvements to be provided by City Agencies and other governmental agencies.

This Infrastructure Plan and the Treasure Island / Yerba Buena Island Subdivision Regulations (to be developed separately) will establish the design standards, criteria and specifications of Infrastructure in the Project, including streets, potable water, recycled water (including back-up firefighting source), supplementary bay water hydrants and fireboat manifolds for firefighting, joint trench, street lighting, street furniture, separated storm and sewer systems, storm water treatment features, open space parcels, and other Infrastructure. During subdivision processing and approval by the City, including the review and approval of subdivision improvement plans, the final design of Infrastructure will be consistent with this Infrastructure Plan and the other regulations and agreements applicable to Treasure Island.

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project Environmental Impact Report (EIR). The EIR also includes a number of Project variants, which may or may not be implemented; these variants are also described, but are not required components of the Infrastructure.

1.4 Property Acquisition, Dedication, and Easements

The Mapping, Street Vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the Treasure Island / Yerba Buena Island Subdivision Code and Subdivision Regulations. Except as otherwise noted, all Infrastructure described in this Infrastructure Plan shall be constructed within

the public right-of-way or dedicated easements to provide for access and maintenance of Infrastructure facilities. In the event property necessary to provide the rights-of-way or easements for construction of improvements shown herein cannot be acquired by the Authority or Developer, alternate Infrastructure designs will be submitted by the Developer for consideration by the City.

Public Service Easements will be allowed within the Project as may be necessary to service the Project. Utilities in these areas will be installed in accordance with the standards in this Infrastructure Plan and applicable City Regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

1.5 Project Datum

All elevations referred to herein are based on North American Vertical Datum of 1988 (NAVD 88).

1.6 Technical Memoranda

The Technical Memorandums that have been submitted separately to the City provide additional technical requirements for the each Infrastructure system. These Technical Memoranda form the basis of the conceptual plans developed for this Infrastructure Plan and Major Phase applications. Approval of this Infrastructure Plan does not imply approval of the respective utility system Technical Memoranda. Refinements to the Technical Memoranda are not anticipated to substantially change the descriptions in the Infrastructure Plan. Revisions to the Infrastructure Plan based on the changes to the Technical Memoranda will be made upon mutual agreement between the Authority, City, and the Developer. The Technical Memoranda will be finalized prior to the approval of the first Sub-Phase Application.

1.7 Conformance with EIR & Entitlements

This Infrastructure Plan has been developed to be consistent with Project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement documents. Regardless of the status of their inclusion in this Infrastructure Plan, all mitigation measures of the EIR shall apply to the Project.

1.8 Interagency Cooperation Agreement

Under California Community Redevelopment Law Section 33220(e), certain public bodies, including the City, are authorized to aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. To promote development in accordance with the objectives and purposes of the Treasure Island/Yerba Buena Redevelopment Plan and the Disposition and Development Agreement, the City and the Authority are entering into an Interagency Cooperation Agreement (ICA) to provide for the City's cooperation in administering the control and approval of subdivisions, and all other land use, development, construction, improvement, infrastructure, occupancy, and use requirements applicable to the Project, in accordance with this Infrastructure Plan and the other Redevelopment Documents. Signatories to the ICA include the Mayor, the Clerk of the Board of Supervisors, the Controller, the City Administrator, and the Director of Public Works. City Agencies consenting to the ICA and the Infrastructure Plan include the SFPUC, the Planning Commission and Department the Department of Building Inspection, the Arts Commission, and the San Francisco Fire Department. City Permits reviewed and issued by applicable City Agencies will require conformance with this Infrastructure Plan and the other Redevelopment Documents.

1.9 Applicability of Uniform Codes and Infrastructure Standards

Future modifications to this Infrastructure Plan and/or existing City Standards, Guidelines, and Codes are subject to the provisions of sections 2.4.3 and 2.4.4 of the Development Agreement.

1.10 Project Phasing

It is anticipated that the Project will be developed in 4 or 5 Major Phases. Each Major Phase will be further divided into Sub-Phases. The Developer will submit an application for the development of each Major Phase. Major Phase applications will include illustrative concept plans for utilities and transportation improvements within the Major Phase and the infrastructure required to serve the Major Phase that may be outside of the Major Phase limit. Following a Major Phase application, the Developer may submit applications for one or more Sub-Phases. The information provided with each Major Phase and Sub-Phase application will be consistent with the Design Review and Document Approval Procedure (DRDAP).

1.11 Phases of Infrastructure Construction

The infrastructure improvements for Treasure Island will be constructed in phases in accordance with approved Major Phase and Sub-Phase applications.

Each phase of infrastructure construction will provide the new infrastructure necessary to serve the associated Sub- Phases. The amount of the existing infrastructure systems replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing infrastructure systems as close to the edge of the new Sub-Phase as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Islands. Any existing land uses remaining during each Sub-Phase will continue to utilize the existing infrastructure systems with temporary connections to the new systems where required to maintain the existing service until the existing uses are demolished. The conceptual limits of the existing infrastructure to be demolished as well as conceptual layouts of the permanent and/or temporary infrastructure systems for each Major Phase will be provided with the Major Phase application. As defined by the DRDAP, 50% plans for the permanent and/or temporary infrastructure systems for each Sub-Phase as well as the capacities and conditions of the existing infrastructure to remain that will serve the Sub-phase will be submitted with the Sub-Phase application. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer.

The Authority or the City will be responsible for maintenance of existing infrastructure facilities until demolished by the Developer. The City will be responsible for the new facilities once construction of the Sub-Phase or the new facility is complete and accepted by the City.

All stormwater treatment facilities necessary to comply with the current SFPUC stormwater management requirements will be operational at the time of completion of each Sub-Phase, prior to City acceptance of the Sub-Phase. All planted stormwater treatment systems will be established and functional at the time of connection.

2. SUSTAINABILITY

2.1 Sustainable Infrastructure

A key component of Treasure Island's redevelopment is its sustainable infrastructure. This Infrastructure Plan incorporates various strategies that support the long term sustainable vision for this new urban community. Innovative street designs, efficient land planning, and modern efficiently-sized infrastructure serve as the cornerstones for this new sustainable community.

A summary of the key sustainable strategies that are to be incorporated into the infrastructure to be installed on Treasure Island are as follows:

Section 3 - Environmental Remediation

- Environmental remediation and clean up of Treasure Island to satisfy all applicable statutory and regulatory requirements for redevelopment uses

Section 4 - Demolition and Deconstruction

- Deconstruction and abatement of unusable and dilapidated structures
- Rehabilitation and re-use of historic structures
- Demolition of sub-standard utility infrastructure
- Re-use of recycled materials on-site where feasible

Section 5 – Sea Level Rise and Adaptive Management Strategy

- Initial grading and utility infrastructure designs to provide long term protection and adaptability for sea level rise
- Sea level rise adaptation plan put in place to allow monitoring and adaptation
- Financing mechanism put in place to fund future monitoring and improvements to adapt to varying amounts of sea level rise

Section 6 – Geotechnical Conditions

- Geotechnical improvements to significantly improve seismic stability of Treasure Island and provide for stable development platform

Section 7 – Site Grading and Drainage

- Grading plans designed to remove the new proposed development areas from existing FEMA flood plain designation
- Initial grading and drainage designs to provide long term protection and future adaptability to accommodate potential sea level rise
- Grading design to minimize the need to import soil to Treasure Island from offsite locations while accommodating grades adjacent to existing historic structures and minimizing the impact to natural environment on YBI
- Erosion and sedimentation control measures during construction will be utilized consistent with an approved Storm Water Pollution Prevention Plan for the site.

Section 8 – Transportation and Street Design

- New infrastructure to support alternative transit modes such as bicycles, busses, and a new ferry system.
- Innovative new street grid designed to provide solar and wind benefits
- Walkable community designed to optimize the pedestrian experiences throughout the island and intermodal transit hub
- New public bicycle and pedestrian paths to provide connection to open spaces and the new East Span of the Bay Bridge

Section 9 – Potable Water System

- New reliable, robust and efficient potable water system including expanded on-island storage
- Use of state of the art water conservation fixtures to reduce potable water demands

Section 10 – Wastewater System

- New wastewater collection system to reduce the amount of groundwater intrusion and chance for system overflow
- New and/or upgraded on-site wastewater treatment facility
- New low flow fixtures generating reduced discharge into the wastewater system

Section 11 – Recycled Water System

- New Recycled Water Treatment Facility will provide recycled water to Title 22 standards for unrestricted use
- All non-potable demands intended to be met with recycled water. Will reduce potable demand by over 420,000 gallons per day
- All new recycled water distribution system (except on YBI)
- Recycled water also used for backup fire water source in case of emergency conditions

Section 12 - Stormwater System

- New stormwater collection system designed for long term protection from flooding and adaptability for sea level rise
- Designed to provide stormwater treatment prior to outfall to the Bay
- Innovative Low Impact Development (LID) system wide designs and treatment wetlands included in street designs and open spaces

Section 13 – Dry Utility Systems

- New power, gas and communication systems to serve the development
- Project will generate 5% of peak energy demand on-site
- Use of energy efficient fixtures to reduce energy demands

Section 14 - Project Infrastructure Variants

- Project has also been designed with enough flexibility to consider the addition of the following large scale sustainable facilities into the infrastructure program for the development;
 - District heating/cooling
 - Automated waste collection systems
 - Additional on-site energy generation (solar farms)

All of the features above are intended to support achieving a Gold certification level under the United States Green Building Councils LEED (Leadership in Energy & Environmental Design) for Neighborhood Development (ND) rating system. (July 2010 version).

3. ENVIRONMENTAL REMEDIATION

3.1 Background

NSTI was selected for closure under the Base Closure and Realignment (“BRAC”) program in 1993, and was subsequently decommissioned in 1997. Prior to operational closure, a base wide environmental baseline survey (“EBS”) was completed in 1994, which was required as part of the BRAC program. The EBS is a broad evaluation of all known and suspected hazardous materials that were handled, stored, or potentially released into the environment from base operations. The results of the EBS confirmed that portions of the Development Plan Area contain soil and groundwater that have been impacted by hazardous materials.

Since first identified for base closure, a substantial amount of work has been performed by the Navy regarding the identification and cleanup of subsurface contamination. A Finding of Suitability for Transfer (FOST) has been completed for approximately 170 acres of the former naval base. The Navy is continuing to conduct remedial actions, the goal of which is to eliminate the contamination, reduce it to acceptable levels, or, if residual contamination is left in place, to limit exposure pathways that may pose a risk to human health and the environment.

3.2 Status of Land at Transfer from Navy to TIDA

The Navy will transfer NSTI to the Authority, under the terms of an Economic Development Conveyance Agreement (“EDC Agreement”). The EDC Agreement contemplates that the Navy will satisfy all applicable statutory and regulatory requirements for its remediation responsibilities, and issue a FOST, or multiple FOSTs, prior to conveyance of the property.

Sites will be transferred from the Navy to the Authority as FOSTs are issued. The Authority will subsequently transfer the land in phases to the Developer, in accordance with the terms of the DDA.

3.3 Developer Obligations

The Developer will be responsible for completing any additional remediation work that may be required after the Navy’s completion of its obligations in accordance with applicable regulatory requirements. Generally, the following types of additional work are currently anticipated:

- *Removal of any Hazardous Building Materials.* Where the Project requires demolition or renovation of structures containing hazardous building materials such as lead-based paint or asbestos, additional remediation would be required.
- *Compliance with, Alteration, or Removal of a Land Use Covenant.* There may be areas where land use controls on the property are imposed by covenant as part of the Navy's remediation process, and such land use controls are inconsistent with the final reuse. For these areas, the Developer and the Authority will need to obtain approval for the proposed land use from the appropriate regulatory agencies.

3.4 Potential Additional Scope of Work

While the EDC Agreement presumes that all sites will be transferred by the Navy to the Authority following a FOST, the EDC Agreement does allow the Navy and the Authority to enter into negotiations for an Early Transfer (also known as a Finding of Suitability for Early Transfer, or FOSET) for any individual parcel. A FOSET documents the remediation that has not been completed at the time of transfer and the protections to human health and the environment that will be implemented until all action necessary to protect human health and the environment have been taken. Under a FOSET, the Navy would not complete the full remediation prior to transfer and the Authority and Navy would coordinate to complete the remediation in accordance with applicable regulatory requirements.

In addition, the EDC Agreement also provides an election for the Navy and the Authority to enter into a Lease in Furtherance of Conveyance ("LIFOC") for any parcel. In this case, the Navy would continue to retain responsibility for environmental remediation, unless the Navy and the Authority were to agree otherwise, and the land would be leased from the Navy to the Authority until such time that a FOST was issued and land was suitable for transfer.

In the event of either a FOSET or a LIFOC where the Authority assumed some of the Navy's remediation responsibilities, the Authority and Developer would meet and confer to discuss which of those responsibilities, if any, would be carried out by Developer.

4. DEMOLITION AND DECONSTRUCTION

4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features. This includes all non-historic buildings not intended for long-term reuse, site structures (retaining walls, utility buildings), streets and pavements, existing utilities, relocation of existing utilities as needed subject to SFPUC approval, and landscape elements that are unable to be included in the proposed design.

The buildings to be demolished or deconstructed are primarily of wood and concrete construction and were formerly used for administration, storage, classrooms, shops, dormitories, housing and a variety of other purposes. To the extent practical, existing structures will be "deconstructed", allowing for maximum re-use of materials. The feasibility of materials reused or recycled may be limited by the requirements for abatement of hazardous materials and the potential value of the recycled material.

Building demolition and deconstruction will start with the abatement of hazardous materials including lead paint, asbestos and other materials identified as part of a building survey. Hazardous materials will be removed pursuant to a work plan agreed to by the Developer, the Authority, and Federal, State, and local regulators. In addition to hazardous material removal, appropriate methods of vector control will be used to mitigate any possible vermin infestations from the existing buildings.

In addition to the demolition and deconstruction of structures as addressed above, all existing pavements, underground utilities, and overhead utilities in the demolition and deconstruction areas will be abandoned in place, removed or, subject to SFPUC approval, relocated (permanently or temporarily) by the Developer. Where feasible, concrete and asphalt pavements will be recycled and used on site or made available for use elsewhere. This could be accomplished by setting up a concrete/asphalt crushing plant operation on TI. The location of the plant will consider the need for efficiency throughout the construction phases and the need to minimize the impact on existing residents and business. The recycled concrete/asphalt materials will be allowed for pavement and

structural slab sub-base material, utility trench backfill, and, where feasible, concrete and asphalt mixes, as approved by the City.

Utility materials, primarily metals, will be recycled as feasible. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

As part of a standard vegetation grubbing and clearing operation, trees and other plant materials will be protected in place, relocated, or removed as needed from future grading areas. All trees and plants to be removed will be recycled by composting for on-site uses associated with replanting and erosion control to the extent feasible.

4.2 Phases of Demolition/Deconstruction

The demolition will occur in phases to match the Sub-Phases of the Project. The amount of demolition will be the minimum necessary for the Sub-Phase. The demolition of smaller areas will allow the existing utility services, vehicular access areas, and vegetation to remain in place as long as possible in order to reduce disruption of existing uses on the Islands.

5. SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY

5.1 Sea Level Rise (SLR)

The State of California's 2009 Draft Climate Adaptation Strategy Report includes guidance to State agencies addressing climate change adaptation. In addition, BCDC has proposed Bay Plan amendment language, which includes guidance for addressing future SLR scenarios associated with planning and permitting development in potentially susceptible areas. Both recommend using the following SLR forecast for planning purposes:

- 16 inches by 2050
- 55 inches by 2100

SLR has the potential to increase flooding along shoreline areas as the 100-year high tide (Base Flood Elevation) increases over time. The Project will be built to protect against a reasonable amount of SLR and designed to accommodate higher SLR through an Adaptive Management approach that allows the Project infrastructure to be adjusted over time in response.

5.2 Adaptive Management Approach

Because the actual rate of future SLR is uncertain, the Adaptive Management approach will embrace a pro-active adaptive management strategy that can respond to changes that will come about in the future as a result of additional scientific study and monitoring of SLR conditions.

The Adaptive Management plan will include four basic fundamentals:

1. Initial infrastructure designs to accommodate reasonable SLR scenarios
2. Infrastructure designs that can easily be adjusted in the future in response to actual SLR
3. Monitoring of scientific updates and actual SLR data
4. Funding mechanism to implement the necessary improvements

The following is a description of how the Project will implement these four basic fundamentals.

5.3 Initial Infrastructure Design

5.3.1 Grading (refer to Section 7 for more detailed information)

The FEMA requirements for setting coastal flooding elevations include two components; 1) perimeter shoreline areas, and 2) inland areas. The flood elevations for the perimeter shoreline areas are dictated by the still water, 100-year tide elevation (Base Flood Elevation), plus the potential for wave run-up. The potential wave heights and geometry of the perimeter shoreline will dictate the horizontal extent of the area considered to be "shoreline". Because the inland

areas are protected from wave run-up by the perimeter shoreline, the flood elevations for the inland areas are dictated by the Base Flood Elevation (BFE) only.

Figure 5.1 shows the perimeter area and inland areas for Treasure Island. Descriptions of the different areas are as follows.

5.3.1.1 Perimeter Protection

The perimeter shoreline area of TI will function as a berm to protect the interior of the Island from wave run-up. The height of the existing perimeter will be adjusted such that there is only a 1% chance of wave overtopping due to a combination of high tides, swell, wind, waves, tsunami, and shoreline geometry. The elevation and types of perimeter protection designs will vary around the Island based on the orientation of the shoreline (i.e. wave heights) and the proposed adjacent land plan. The designs in each location will be based on the current tide conditions to meet the FEMA wave protection standards plus an additional 16-inches to accommodate the potential 2050 SLR estimates.

As described below, the proposed building areas on TI will be raised to accommodate 36-inches of potential SLR. Therefore, the perimeter of the island will not be considered a levee under current BFE conditions, and would not be in the future unless more than 36-inches of SLR occur.

5.3.1.2 Development Area Grading

As described above, the perimeter designs will protect the development areas from wave run-up and, therefore, the designs for the interior development areas will be based on the BFE.

There are three different types of development areas located on TI; 1) proposed new building and roadway areas, 2) open space areas, and 3) remaining historic buildings and Job Corps. A description of the proposed grading for each of these conditions is as follows:

5.3.1.2.1 Proposed Building and Roadway Areas

The finished floors and garage entrances for all new structures will be built a minimum of 42-inches above the current Base Flood Elevation (BFE). This will accommodate up to 36-inches of SLR while maintaining 6-inches of freeboard to the new structures.

The minimum roadway elevations will be designed to meet the freeboard requirements for the Hydraulic Grade Line (HGL) of the storm drain system as described in Section 12.

5.3.1.2.2 Open Space Areas

The minimum elevations for the open space areas will be built at the existing BFE. The lowest points in the open space areas may experience minimal amounts of rainwater ponding during large rainstorms occurring simultaneously with 100-year tides, depending on their locations and watershed area. The depth of rainwater ponding during these infrequent events will be minimal for the peak high tide duration (approximately 2 hours) and will drain once the tide subsides. As described below, the stormwater system will be constructed with tide gates at the outfall structures so bay water does not enter the on-site system during high tide events. The horizontal limits and depth of ponding in the open space areas will be developed in coordination with the SFPUC prior to approval of the Major Phase and Sub-Phase applications as consistent with the DRDAP.

5.3.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain

Historic Buildings 1, 2, and 3, as well as the Job Corps buildings and School buildings will remain on TI. The existing finished floor elevations for these structures range from elevation 8.5 to 13.2. These finished floors as well as the ground adjacent to the buildings will not be raised as part of the Project. The new street improvements adjacent to these facilities will be constructed to grades of 12 to 15. The grade difference between the lower areas of the existing buildings and proposed improvements will be mitigated by grading transition areas or with low walls, ramps, stairs and/or planters. These improvements will be designed with grades to protect the lower finished floor areas from the current BFE plus 16-inches of SLR. Local storm drain systems will be installed for these lower areas with small pump stations to connect to the main systems within the streets. The Developer will be responsible for the design and installation of the grading transition and pumps, if required. Ownership and maintenance of the local stormwater system on public land will be by SFPUC or TIDA.

5.3.1.2.4 Wastewater Treatment Plant

The existing grades for the existing wastewater treatment plant vary from approximately 10.4 to 12.6. The proposed surrounding grades of the open space area will be lower than

the WWTP area. The existing grades of the facility will remain until the WWTP is upgraded/replaced by the SFPUC.

5.3.2 Stormwater System (refer to Section 12 for more detailed information)

The existing storm drainage collection system on Treasure Island will be replaced in phases that correspond to the Sub-Phases of the Project. The new stormwater system will be designed to accommodate the 100-year storm during the 100-year tide with a maximum of ponding to top of curb at low points in the streets. The system will be constructed with tide gates at the outfall structures so bay water does not enter the on-site system. The system will be designed to gravity flow to the outfalls. New inline lift stations may be required at certain locations due to the depth of the stormwater system or crossing conflicts with other utilities.

5.4 Infrastructure Adjustments for Future SLR

5.4.1 Grading

5.4.1.1 Perimeter Protection

As described above, the perimeter protection will be designed to accommodate up to 16-inches of SLR. The perimeter designs will also provide the ability to make future changes to the perimeter if more than 16-inches of SLR occurs and over topping of the perimeter becomes a nuisance or hazardous at some locations. The appropriate type of adjustments will be determined through the decision making framework described below. If more than 36-inches of SLR occurs, the perimeter area will need to be improved to FEMA levee standards.

5.4.1.2 Development Area Grading

5.4.1.2.1 Proposed Building and Roadway Areas

As described above, the finished floors and garage entrances of the new structures will be set at elevations to accommodate up to 36-inches of SLR and maintain a 6-inch freeboard. SLR beyond 36-inches will require perimeter and stormwater system improvements to protect the structures.

The roadway grading will be designed to limit ponding to the top of curb elevation during the 100-year storm, 100-year tide, and up to 16-inches of SLR. Stormwater system improvements will be required if more than 16-inches of SLR occurs.

5.4.1.2.2 Open Space Areas

As described above, the minimum grade in the open space areas will be the current BFE. Future SLR will increase the amount of rainwater ponding during high tides and larger rain events but will not impact the building areas. As described below, the pump stations added to the stormwater outfalls after 16-inches of SLR will reduce the ponding in the open space areas to levels and durations equal to the current BFE conditions described above. The horizontal limits and depth of ponding in the open space areas will be developed in coordination with the SFPUC prior to approval of the Major Phase and Sub-Phase applications as consistent with the DRDAP.

5.4.1.2.3 Historic Buildings, School Site, and Job Corps Structures to Remain

As described above, the elevations of the historic building, school site buildings, and Job Corps structures will not be adjusted. Grading transitions and other improvements will be installed around the lower finished floor areas to protect these buildings from the current BFE with 16-inches of SLR. As described below, the pump stations added to the stormwater outfalls after 16-inches of SLR will continue to protect these structures from flooding. Additional improvements may be required around these structures if the 100-year high tide becomes higher than the existing finished floors due to SLR.

A summary of the Adaptive Management approach for grading to accommodate SLR scenarios on TI is shown in Table 5.1.

5.4.1.2.4 Wastewater Treatment Plant

The wastewater treatment plant is intended to be updated/replaced by the SFPUC, subject to future negotiation and agreement. The SFPUC will adjust the grades of the new/upgraded facility or protect the plant from flooding through the use of local storm drainage improvements.

5.4.2 Stormwater System

The new stormwater system will also be designed to accommodate modifications in the future for SLR. Modifications will include the addition of pump stations near the development area outfalls to maintain flows during larger storms and high tide events. Details of the new stormwater system and outfalls are described in Section 12.

A summary of the stormwater system design criteria for current tides and potential SLR scenarios is shown in Table 5.2.

5.5 SLR Monitoring Program

As part of the proposed Project, the Authority will create a monitoring program to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and/or a State agency. The Authority will also conduct a periodic review of scientific literature for updated SLR estimates.

5.5.1 Decision-Making Framework

If the data from the monitoring program demonstrate that SLR in San Francisco Bay has exceeded (or will soon exceed) the allowances designed for in the initial improvements, or if flooding issues on Treasure Island due to SLR occur on a regular basis, a range of additional improvements can be made to protect the island from flooding and periodic wave overtopping. Decisions on which improvements to make will be made by the Authority at the time improvements are required. The decision as to which solutions to implement would likely depend on a variety of factors, including, but not limited to;

- Consultation with the SFPUC and other local agencies
- Any new local, State, or Federal requirements about how to address SLR
- Available technology and industry best practices at the time
- Both the observed rate of actual SLR and updated estimates of future SLR.

5.5.2 Sea Level Rise Monitoring and Implementation Report

The Authority will be responsible for periodically preparing a report on the progress of the adaptive management strategy. The report will be prepared no less than every 5 years, or more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program.
- A review of any changes in the local, State, or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with any applicable new regulatory requirements.
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified above in “Decision-Making Framework” within the next 5 years.
- A report of the funds collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

5.5.3 Funding Mechanism

The Project's Financing Plan includes a mechanism to create project-generated funding that will be dedicated to paying for the flood protection improvements necessary to implement the Adaptive Management plan.

5.6 Yerba Buena Island

Because of natural topography on YBI, the site grades for the proposed buildings, as well as the existing grades for the historic structures, are significantly above both the BFE and SLR allowances.

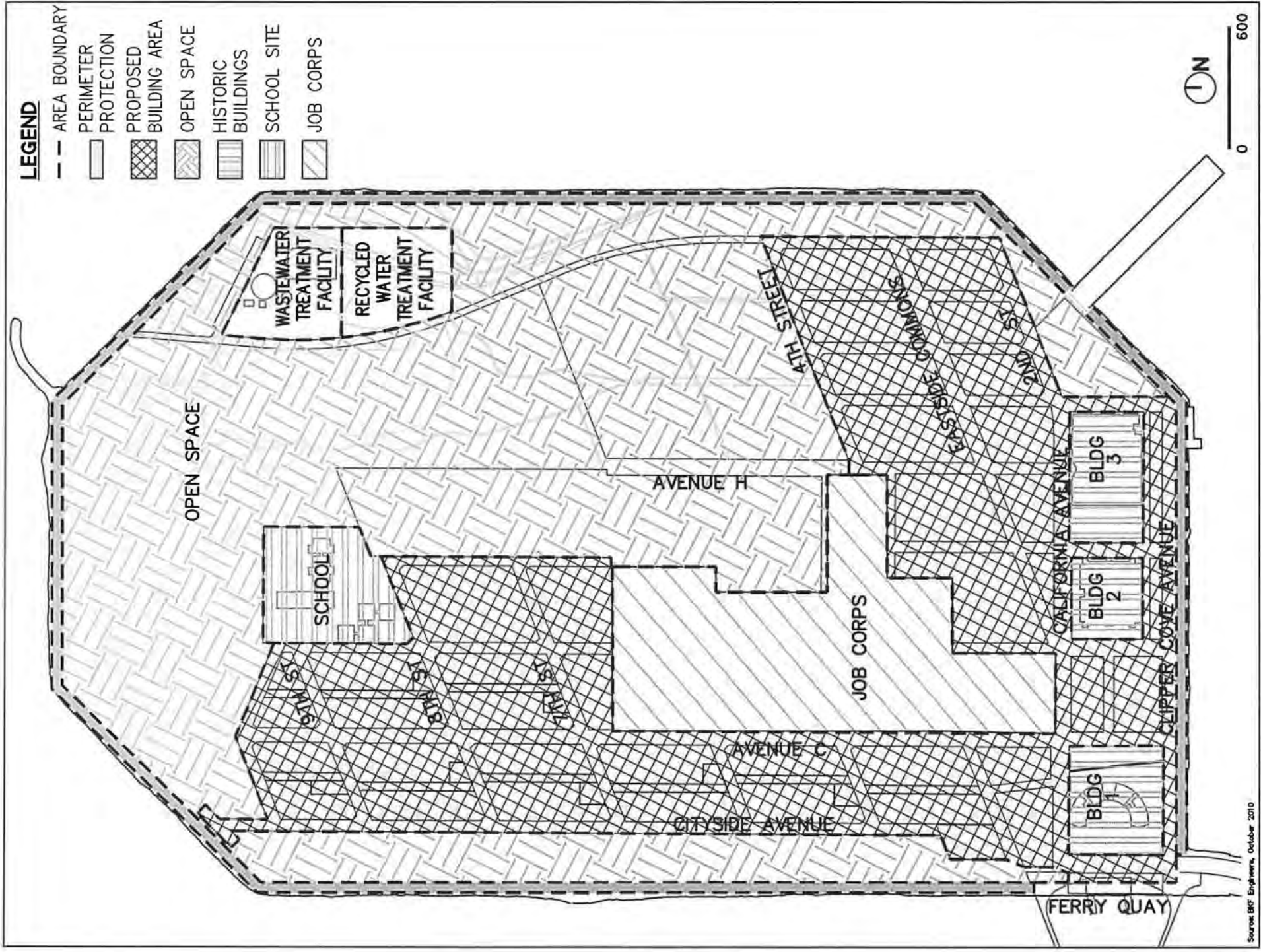
Table 5.1 – Adaptive Management Approach for Grading on TI

		Minimum Design Criteria				
	Tide/SLR Condition	Perimeter Shoreline	Parks & Open Space	New Finished Floor	Existing Buildings	New Roads
Initial Design	Current Tide Condition 100 year high tide: 9.2-feet NAVD 88 (Determined in 2009 Coastal Flooding Study)	Accommodate current 1% chance of flooding + SLR (16-inches)	Minimum Elevation: 9.2' (NAVD 88) Current 100-year high tide (ponding allowed during large rain and high tide events)	Minimum Elevation: 12.7' (NAVD 88) Current 100-year high tide + SLR (36-inches) + 6-inches of freeboard	No change to Finished Floor. Retaining walls and/or landscape berms, and local storm drainage improvements may be required to protect against flooding.	Minimum Elevation: Minimum elevation that meets stormwater system freeboard criteria.
	SLR Condition: up to 16-inches 100 year high tide: 9.2-feet + 16-inches = 10.53-feet NAVD 88 (Estimated to occur by 2050)	No change needed	No change needed	No change needed	No change needed	No change needed
Adjustments for Future SLR	SLR Condition: 16-inches to 36-inches 100 year high tide: 9.2-feet + 36-inches = 12.2-feet NAVD 88 (Estimated to occur between 2050 and 2100)	<i>Adaptive Management Strategy: adjust perimeter to address wave overtopping.</i> Accommodate 1% chance of flooding at that time + SLR (guidance at that time)	No change needed	No change needed	No change needed	<i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR (mean sea level 3.29-feet + 16-inches = 4.62-feet NAVD 88) has occurred implement modifications to storm drainage system.</i>
	SLR Condition: greater than 36-inches 100 year high tide: 9.2-feet + 36-inches = 12.2-feet NAVD 88 (Estimated to occur after 2100)	<i>Adaptive Management Strategy: implement modifications to perimeter protection zone when 100-year tide projection is greater than project's lowest finished floor. (12.7 NAVD 88)</i> Accommodate 1% chance of flooding at that time + SLR (guidance at that time)	No change needed	No change needed	No change needed	No change needed. Adaptive Management strategy implemented at 16-inches SLR.

Note: SLR conditions based on current Treasure Island mean sea level of 3.29 feet (NAVD 88) documented in the 2009 Coastal Flooding Study

Table 5.2 – Adaptive Management Approach for Stormwater System on TI

		Minimum Design Criteria	
Infra structure	Desire Condition	Stormwater System	
		5-year storm	5 to 100-year storm
		<p>Current Tide Condition Mean sea level: 3.29-foot NAVD 88 (Determined in 2009 Coastal Flooding Study)</p>	<p><u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): 2.67-foot Minimum Freeboard (parks/open space): Ponding allowed</p>
<p>SLR Condition: up to 16-inches Mean sea level: 3.29-foot + 16-inches = 4.62-foot NAVD 88 (Estimated to occur by 2050)</p>	<p><i>Adaptive Management Strategy: reduce freeboard allowance</i></p> <p><u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: Current 100-year high tide + SLR (16-inches) = 10.53 NAVD 88 Minimum Freeboard (Streets): 16-inches Minimum Freeboard (parks/open space): Ponding allowed</p>	<p><i>Adaptive Management Strategy: reduce freeboard allowance</i></p> <p><u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide + SLR (16-inches) = 10.53 NAVD 88 Minimum Freeboard (Streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed</p>	
<p>SLR Condition: 16-inches to 36-inches</p> <p>Mean sea level: 3.29-foot + 36-inches = 6.29-foot NAVD 88 (Estimated to occur between 2050 and 2100.)</p>	<p><i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i></p> <p><u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): 2.67-foot Minimum Freeboard (parks/open space): Ponding allowed</p>	<p><i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i></p> <p><u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed</p>	
<p>SLR Condition: greater than 36-inches</p> <p>Mean sea level: 3.29-foot + 36-inches = 6.29-foot NAVD 88 (Estimated to occur after 2100.)</p>	<p><i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i></p> <p><u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): 2.67-foot Minimum Freeboard (parks/open space): Ponding allowed</p>	<p><i>Adaptive Management Strategy: when freeboard violates minimum allowance 8-inches, implement modifications to storm drainage system.</i></p> <p><u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed</p>	



Source: BKF Engineers, October 2010

Treasure Island Infrastructure Plan

Figure 5.1: TI Perimeter and Inland Areas

6. GEOTECHNICAL CONDITIONS

The information presented in this chapter includes two sections, one on TI and one on YBI, as the two Islands present different geotechnical conditions and require different solutions.

The information presented on TI is based on the Engeo “Geotechnical Conceptual Design Report, Treasure Island, San Francisco, CA” dated February 2009. This report is based on a review of existing geotechnical data and preliminary geotechnical analyses conducted by ENGEO Incorporated in collaboration with BKF Engineers, Moffat and Nichol, SMWM, SOM, and Treadwell & Rollo. The draft findings of the report were reviewed by an Independent Review Panel (IRP) composed of four world-renowned experts in geotechnical engineering:

Professor Izzat M. Idriss, Phd - University of California, Davis (Emeritus)
Professor Raymond B. Seed, Phd - University of California, Berkeley
Professor James K. Mitchell, Phd - Virginia Tech (Emeritus)
Professor Ross W. Boulanger, Phd - University of California, Davis

The IRP evaluated the proposed alternative solutions for the geotechnical constraints involved in developing TI, and their input has been incorporated in the final geotechnical conceptual design report. In addition, review comments provided by URS Corporation on behalf of the City and County of San Francisco (CCSF) were incorporated in the report.

The section on YBI is based on the Engeo “Geotechnical Conceptual Design Report, Yerba Buena Island, San Francisco, CA” dated November 2008, which includes a description of the existing conditions at YBI, a summary of the geological and geotechnical conditions at the site, and potential solutions for the geotechnical challenges that face the proposed development. The YBI report is based on a review of existing geotechnical data and a preliminary geotechnical reconnaissance conducted by ENGEO Incorporated. The intent of this report is to provide preliminary geotechnical guidance for project planning; it is not intended as a design document.

6.1 Treasure Island (TI)

TI was constructed in the late 1930s by placing approximately 30 million cubic yards of dredged sand fill over a sand shoal located north of YBI. From a geotechnical perspective, there are three primary issues for any new development at TI.

- Liquefaction/Settlement of Sand Layers. The combined thickness of the sand shoal and the dredged sand fill ranges from about 30 to 50 feet. These sands are at best medium dense and

are thus subject to liquefaction and settlement during earthquakes. Liquefaction is a phenomenon where saturated, cohesionless soil (such as sand) experiences a temporary reduction in strength during the cyclic loading of an earthquake. The result is immediate settlement and possibly lateral movement of the sand material.

- Settlement of Young Bay Mud. Beneath the sand layers is a layer of compressible Young Bay Mud that ranges in thickness across the site from 20 to 120 feet. The rate of settlement of the Young Bay Mud from the load of the dredged sand fill is now very small, but any further increase in loads, whether due to placement of new fill or the construction of buildings, will initiate a new cycle of consolidation settlements. The Young Bay Mud is underlain by firmer soils that do not pose significant geotechnical challenges.
- Seismic Stability of Perimeter and Causeway. The stability of the perimeter of the island and the causeway connecting TI to YBI may be affected by earthquake-induced liquefaction or a deep-seated failure in the underlying Young Bay Mud layer. Additionally, the perimeter of the island and the causeway may be subject to cumulative damage over time due to slumping and erosion under the combined effects of storm and earthquake loadings.

Without mitigation, the above factors may make it difficult to maintain the grades necessary to prevent flooding due to extreme storms or global sea-level rise. However, a variety of proven soil improvement techniques are available to mitigate all three of these concerns and enable the Project to maintain grades above flood levels over time.

6.1.1 Overall Geotechnical Approach

The geotechnical approach for the current development plan has been developed based on the need to elevate the interior of the island in anticipation of sea-level rise and the desire to reduce damage to surface and subsurface improvements during seismic events.

The approach consists of three parts:

- (1) The sands will be densified throughout the development area to minimize liquefaction and earthquake-induced settlements, creating a long-term stable platform for development;
- (2) Additional fill will be added to compensate for the loss of elevation caused by densification and to raise the site grades in developed areas above the expected flood level, taking an allowance for long-term sea level rise into account; Settlement of the compressible young

Bay Mud deposits triggered by the additional fill will be accelerated by the use of surcharging, thereby allowing future settlement to occur prior to construction of new improvements; and

- (3) The perimeter will be similarly improved to be seismically stable and to provide protection against overtopping under extreme combinations of tide and storm activity.
- (4) Utility corridors for critical utilities outside of the new development footprint area will be similarly improved for seismic stability and to reduce long term settlement. The final location and width of the utility corridors to be stabilized will be developed in conjunction with the SFPUC during the Major Phase and Sub Phase application process. It is anticipated the utility corridors will include water, recycled water, sanitary sewer, gas, electric, and stormwater main lines and will be located within/near Eastside Avenue and potentially a connection from the western neighborhood to the Wastewater Treatment Plant.

6.1.1.1 Creation of a Long-Term Stable Platform

The purpose of densification is to improve the sand fill within the planned development area to serve as a long-term stable platform for buildings, roads, and utilities. A variety of proven techniques are available for densification; the most likely to be used on TI are deep dynamic compaction (DDC), which consists of repeatedly dropping a large weight onto the soil, and vibro-compaction, in which a vibrating probe is repeatedly inserted into the soil. With either of these techniques, the objective is to take the medium-dense sands and transform them into dense sands that are no longer susceptible to significant liquefaction and seismic settlement. Since the entire development area of approximately 100 acres will be densified, roads, utilities, and buildings will benefit, the expected differential settlement between these systems will be minimized and the expected damage after earthquakes will be significantly reduced. The final techniques for densification will be selected after conducting field tests of the alternatives to confirm the effectiveness of each, and to optimize production.

6.1.1.2 Elevation of the Ground Surface as Long-Term Protection Against Flooding

Densification of the sands throughout the development area will cause a lowering of the current ground surface. Fill will be needed to compensate for this loss and to bring the ground surface elevation of the developed areas to a level that provides long-term protection

against flooding and sea-level rise. On a block-by-block basis, design finished floor elevations will be increased to allow for long-term site settlement that results from any residual primary consolidation, from secondary compression and from any remaining settlements that might result from earthquake loadings. The depth of the new fill will vary across TI, with smaller amounts on the southern side of the island and the greatest thicknesses required in the northwest corner. To minimize the impact of gradual settlement resulting from new fill, the development areas will likely be surcharged with temporary fill, supplemented by the installation of pre-fabricated vertical (wick) drains in order to speed the settlement. Fill will be obtained from excavation of basements, grading of undeveloped portions of the island and from off-site sources.

6.1.1.3 Strengthening of the Perimeter Berm and Causeway

The sands underlying the perimeter of the island may also be densified by proven densification techniques such as vibro-compaction or DDC, in order to minimize deformation of the perimeter berm in earthquakes. The potential for a deeper-seated slope failure through the underlying Young Bay Mud, especially in the northwest corner of the island where the Young Bay Mud is as much as 120 feet thick will be evaluated by conducting a study involving field work, laboratory testing and analysis. Should the deep-seated stability of the perimeter be shown to be a concern, it can be addressed either by placing a surcharge fill to increase the strength of the Young Bay Mud, or by using deep soil mixing or jet grout techniques to create vertical soil-cement columns within the Young Bay Mud.

Most of the existing Young Bay Mud was removed from under the causeway during construction; however, the sand fill of which it is composed will require densification in order to provide a reliable access route and minimal damage to lifeline utilities following a major earthquake.

From a flood-control standpoint, if final design grades for the development area are high enough to accommodate extreme tide levels and sea-level rise, structures are set back far enough from the Bay's edge, and adequate drainage is provided along the shoreline to accommodate infrequent wave overtopping, the perimeter need only be high enough to limit overtopping to extreme wave events, eliminating the need to treat the perimeter berms as FEMA-certified levees. The perimeter elevation will be set based on an analysis of tides,

storm surges, waves and other factors; however, it is likely that the perimeter will need to be raised on the north and west sides of the island. The perimeter berm height can also be increased in the future if necessary in response to increased wave heights coupled with sea-level rise. Conceptual berm heights for the perimeter adjacent to each Major-Phase will be identified with each Major-Phase Application. Final berm heights and geotechnical stabilization techniques for perimeter adjacent to each Sub-Phase will be provided with the Sub-Phase application.

6.1.2 Building Foundations

As noted above, to minimize the amount of long-term settlement triggered by raising grades, much of the developed area will also be surcharged, or pre-loaded. In addition, it would be beneficial for new building loads to be mostly compensated (or off-set) by excavating full basements for all buildings, except possibly for lighter townhome structures. Based on engineering calculations, when the site is surcharged, the magnitude of differential settlements will generally be within acceptable tolerances for buildings up to 8 to 10 stories on shallow foundations with full basements. In general, buildings greater than 10 stories will need to be pile supported and provided with basements. These basements will be necessary to reduce downdrag forces on the piles and provide lateral support during seismic events. Additionally, for high-rise buildings of 22 stories or greater, at least two basement levels may be required to help resist lateral and overturning loads. Any differential settlements between the pile-supported buildings and adjacent improvements can be accommodated by separating them and using flexible utility connections and transition slabs.

When constructing basements, a generalized interpretation of the groundwater conditions at TI indicates that (1) construction dewatering will be required during full basement excavations throughout the development area, and for half-level basement excavations depending on location, and (2) waterproofing should be provided for all basements assuming full hydrostatic conditions. Dewatering practices will comply with the current Stormwater Pollution Prevention Program at the time of construction.

6.2 Yerba Buena Island (YBI)

Yerba Buena Island has a long history of past development dating to the late 1800s. Site access from the San Francisco Bay Bridge is provided by Macalla Road and Treasure Island Road. Much

of Treasure Island Road is elevated on viaduct structures that also carry utilities from the San Francisco Bay Bridge to Treasure Island. Other existing improvements include access roads and utilities serving approximately 80 existing residential units and the Coast Guard's facilities. Past development has created a series of graded benches bounded by hillside cuts and fills. Site topography is moderately steep to steep, with elevations ranging from 350 feet to sea level. The island perimeter is bounded by steep (1.5:1 to 1:1) natural slopes extending up from the wave-cut shoreline as high as 240 feet.

The geology of the island can be characterized as a bedrock ridge whose flanks are mantled with unconsolidated sandy soils thought to be windblown sand and alluvium. The thickest soil deposits are located on the western, northern and eastern slopes. The thickness of the unconsolidated sandy deposits ranges across the island; the sands reach a maximum depth of greater than 90 feet under Macalla Road on the northern side of the island. Existing fill associated with roads and building pads appear to consist of sandy or rocky material excavated from adjacent cuts.

The proposed development at YBI will consist primarily of two- to four-story townhomes and apartments located generally in areas of current residences. Current plans also include an option for a multi-unit 7-story structure with one level of below grade parking, located in a relatively flat area on the eastern side of the island. Several historic structures located on the northeastern corner of the island will remain in place to be reused for commercial and/or visitor uses. Development plans include lodging and hotel facilities at the southwestern corner of the development area. YBI infrastructure improvements will include: (i) new water tanks, (ii) streets generally following the existing roadway alignment, (iii) open space, including a hilltop park and pocket parks within residential blocks, (iv) pedestrian walks and pathways providing access to a hilltop park.

The proposed redevelopment of YBI must recognize the nature of the island, while at the same time providing a well-engineered framework for new improvements. Development constraints include historic structures, existing vegetation, site topography, and planning and circulation considerations. Geotechnical considerations include:

1. Foundation design issues associated with existing cut slopes and hillside fills.
2. Existing retaining walls.
3. Slope stability issues associated with the steep perimeter slopes, especially along the existing alignments of Macalla Road.
4. Treasure Island Road Viaduct.

6.2.1 Foundation Design

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. Construction on existing fills may require deepened foundations or re-grading to remove weak soils.

The major considerations in foundation design for the structures proposed at YBI include the effects of potential differential movement of on-site soils as a result of their shrink-swell characteristics, settlement associated with deep fills, and the distance of the proposed structures from the top of slopes. Proposed two- to four-story wood-frame buildings located sufficiently back from the tops of slopes or located in areas with less than 10 feet differential fill can generally be supported on one of the following foundation systems: (i) conventionally reinforced structural mat, (ii) stiffened ribbed mat, (iii) post-tensioned slab, (iv) shallow continuous spread footing with slab on grade, or (v) drilled piers with raised floors.

The proposed multi-unit 7 story structure is located in an area of the YBI where Dune Sand and Terrace deposits of various thicknesses are underlain by Franciscan rock. The building structure can generally be supported on one of the following foundation systems: (i) footings bearing in bedrock with slabs on grade, (ii) shallow footings bearing in bedrock combined with footings supported on drilled piers extending into bedrock, or (iii) thickened mat foundation.

6.2.2 Existing Retaining Walls

Existing retaining walls typically consist of cast-in-place concrete or concrete crib walls. Most retaining walls appear to be visibly in serviceable condition, although many existing concrete walls show evidence of past water seepage at the face, indicating that they may be nearing the end of their design life.

It is anticipated that several of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during final design. These walls may be seismically retrofitted or replaced to comply with City and County of San Francisco and CBC codes and the design-level geotechnical report.

6.2.3 Perimeter Slopes

The island perimeter slopes are mantled with sandy colluvium and landslide deposits. Historic slope instabilities have typically consisted of relatively shallow debris flows, on the order of less than ten feet in depth that have reportedly been triggered by a combination of rainfall and utility leaks.

The highest and most continuous area of steep perimeter slopes occurs along Macalla Road. The presence of a deep deposit of unconsolidated sandy soil adjacent to the existing steep (1.5:1) slope, presents a potential slope stability hazard to existing or proposed buildings close to the top of the slope. Potential slope-stability hazards along Macalla Road can be addressed by limiting construction of new buildings to at least 100 feet from the existing top of slope. Conceptual improvement setbacks from top of slope will be identified in the Major Phase submittals. Final setbacks will be provided with the Sub-Phase applications.

6.2.4 Strengthening of the Viaduct

The Viaduct structures are part of the vehicular access routes on YBI connecting TI to YBI, and by extension to San Francisco and the Greater Bay Area. The Viaduct structure extends from the San Francisco-Oakland Bay Bridge, along the western edge of YBI, and terminates at the start of the causeway. In addition to being part of the primary vehicular access route, the Viaduct also contains utility mains (domestic/fire water and telecommunications) serving TI via the Causeway.

Improvements to the viaduct structures are currently being studied by the City and will be carried out separately from the Project.

6.3 Phase of Geotechnical Stabilization

Geotechnical stabilization will occur in phases to match the Sub-Phases of the Project. The amount of stabilization will be the minimum necessary for the Sub-Phase. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of existing uses on the Islands.

6.4 Schedule for Additional Geotechnical Studies

The Conceptual Design reports described above will be submitted with the Major Phase applications. Conceptual setbacks required for the stabilization activity to protect the existing structures and utility systems scheduled to remain will be identified with the Major Phase application.

The Developer will complete the necessary site testing to confirm the geotechnical approach described above for each Sub-Phase area during the Sub-Phase application process. The Developer will then prepare Final Geotechnical Reports for each Sub-Phase. The Final Reports will be submitted with each Sub-Phase application. Final Reports are not expected to substantially change the approach described here. The Final Geotechnical Reports for each Sub-Phase will identify the required setbacks for the stabilization activity to protect the existing structures and utility systems scheduled to remain.

7. SITE GRADING AND DRAINAGE

7.1 Existing Site Conditions

7.1.1 Existing Site Elevations

The existing grades on TI are relatively flat from end to end. The ground elevations range from approximately 6 (NAVD 88) in the northwestern edge of the island to approximately 14 (NAVD 88) near the southern edge. The existing perimeter shoreline area around TI generally ranges from elevation 10 to 14 (NAVD 88).

The existing grades on YBI vary dramatically across the island. The ground elevations range from 0 (NAVD 88) near the water's edge up to 340 (NAVD 88) at the peak near the middle of YBI.

7.1.2 Existing FEMA Flood Plain Areas

The Federal Emergency Management Agency (FEMA) prepared preliminary Flood Insurance Rate Maps ("FIRMs") for the City, including Treasure Island, in September 2007. The preliminary FIRM for Treasure Island identified existing special flood hazard areas described as "Zone V" (perimeter shoreline areas subject to additional hazards that accompany wave action) and "Zone A" (inland areas subject to 100-year flood). Figure 7.1 shows the approximate extent of the existing 100-year special flood hazard area, which are likely to be adopted by FEMA.

As shown in Figure 7.1, Yerba Buena Island is located outside of the proposed 100-year special flood hazard zone.

7.2 Proposed Grading Requirements

The FEMA requirements for setting coastal flooding elevations include two components; 1) perimeter shoreline areas, and 2) inland areas. The flood elevations for the perimeter shoreline areas are dictated by the still water 100-year tide elevation (Base Flood Elevation) plus the potential for wave run-up. The potential wave heights and geometry of the perimeter shoreline will dictate the horizontal extent of the area considered to be "shoreline". Because the inland areas are protected from wave run-up by the perimeter shoreline, the flood elevations for the inland areas are dictated by the Base Flood Elevation (BFE) only.

Figure 5.1 shows the perimeter area and inland areas for TI.

7.2.1 100-Year Design Tide Elevations (Base Flood Elevation)

Based on FEMA's standard, the 100-year design tide elevation, or Base Flood Elevation (BFE) is based on a combination of coincident events including tides, storm surges, and waves that result in a 1% annual chance of flooding. Moffatt & Nichol completed an Extreme High Water Level Analysis to determine the BFE as part of their April 2009 "Coastal Flooding Study for Treasure Island". Based on their review of the historic tide data for the San Francisco Bay the BFE for Treasure Island is 9.2 (NAVD 88) under current tide conditions.

7.2.2 Potential Sea Level Rise

The potential for sea level rise induced by global warming could increase the BFE in the future. The State of California's 2009 Draft Climate Adaptation Strategy Report includes guidance to State agencies addressing climate change adaptation, and BCDC has proposed Bay Plan amendment language, which includes guidance for addressing future sea level rise (SLR) scenarios associated with planning and permitting development in potentially susceptible areas. Both recommend using the following SLR forecast for planning purposes:

- 16 inches by 2050
- 55 inches by 2100

A description of Sea Level Rise and the Adaptive Management strategy proposed for the Treasure Island grading design is included in Section 5.

7.2.3 Long Term Settlement

As described in Section 6, geotechnical stabilization techniques will be utilized to create a stable platform for the proposed development. The stabilization techniques will mitigate the potential for settlement due to liquefaction in the sandy soils and compression of the bay mud below the site. The final grading plans will be developed to accommodate the additional minimal amounts of long term settlement anticipated due to secondary compression of the soils or minimal amounts of remaining liquefaction due to seismic events.

7.3 Site Grading Designs

The Developer will be responsible for the design and construction of the proposed grading plan for Treasure Island. A description of the grading design for the different areas of the Island is included

below. The conceptual grading plans for TI and YBI are shown on Figures 7.2 and 7.3, respectively.

7.3.1 TI Perimeter Wave Protection

As described below, the minimum internal site grades will assure that the new structures within the development area are at least 36-inches plus 6-inches of freeboard above the current BFE. Therefore, the perimeter shoreline is not considered a levee under current tide conditions, and would not be in the future until more than 36 inches of sea level rise occurs. Instead, the perimeter area will function as a berm to protect the interior of the Island from wave run-up.

The final elevations for the perimeter shoreline areas will be set such that there is only a 1% chance of wave overtopping due to a combination of high tides, swell, wind waves, tsunami, and shoreline conditions. The final design heights and types of shoreline protection designs at each location along the perimeter will depend on the orientation of the shoreline (i.e. wave heights) and the proposed adjacent land plan. The perimeter designs in each location will be based on the current tide conditions to meet the FEMA wave protection standards plus 16-inches to accommodate the potential 2050 sea level rise estimates, plus additional elevation to accommodate minor long term settlement amounts. In addition, the perimeter designs will provide the ability to make future changes to adjust the height of the perimeter, and/or convert it to a levee, if merited because of sea level rise.

7.3.2 Proposed Building and Roadway Areas

As described above, the minimum grades for the site beyond the perimeter shoreline areas are only influenced by the BFE and are not affected by wave run-up. According to the FEMA requirements, in order for the proposed building areas to be above the Zone A flood plain, the proposed finished floor elevations and below grade garage entrance elevations must remain above the BFE (elevation 9.2). While FEMA does not require an allowance for sea level rise, the building elevations will be set to accommodate up to 36-inches of sea level rise as well as an additional 6-inches of freeboard. Therefore, the minimum finished floor elevations and garage entrances for the proposed buildings will be set at 12.7 (9.2 BFE + 36" SLR + 6" freeboard) plus additional elevation to accommodate minor long term settlement amounts where applicable. In general, the final building finished floor elevations and garage entrances will increase as they

move away from the shoreline. The grades will vary between 12.7 and 14.5 (NAVD 88) in order to provide overland release to the perimeter of the island.

7.3.2.1 Saw Tooth Grading Scheme for Streets

To minimize the amount of fill required for TI, the streets will be graded in a “saw tooth” fashion with a minimum 0.5% slope between grade breaks. Sawtoothed grading alternates between high and low points creating a “saw” like grading pattern. This pattern allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points.

The “saw tooth” grading plan will be developed in conjunction with the design of the stormwater system. The runoff from a 100-year storm during a 100-year tide with 16-inches of SLR will be stored within the street curb lines. The stormwater runoff during these extreme events will be allowed to pond to a maximum depth equal to top of curb at low point and then flow into the piped system as capacity becomes available.

The “saw tooth” grading plan will provide overland release paths by increasing the elevation of the high points at a slope of approximately 0.2% away from the shoreline/open space towards the center of the Island. Low points will be placed in between the high points so that the downstream high point elevation is equal to or lower than the top of curb elevation at the upstream low point. The downstream high point may be raised to the back of walk/right of way line if an acceptable wastewater vent trap detail, backwater valve, or other alternate design solution is approved by the SFPUC. This overland release design will protect the new building finished floors from storms/tides larger than the 100-year event or system maintenance issue such as blocked catch basins or pipes. During either of these unlikely events, stormwater may pond up to the top of curb (or back of walk/right of way if approved by SFPUC) elevation before releasing to the downstream drainage basins. This will continue through the downstream basins until there is capacity in the storm system or storm water is released to the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore protected from flooding. The ponding depth and overland release occurrence for various storm events are summarized below. The typical

sawcut grading profile is shown on Figure 7.5 and the potential ponding at catch basins is shown on Figure 7.6.

Table 7.1: Street Ponding Depth and Overland Release Summary

Storm Event	Ponding Depth for:		
	Current Tide	16-inches SLR	Maintenance Concerns
Treatment	No Ponding (0 inches)	No Ponding (0 inches)	Up to Top of Curb
5-Year	No Ponding (0 inches)	No Ponding (0 inches)	Up to Top of Curb
100-Year	Top of Curb (6- inches)	Top of Curb (6- inches)	Up to Top of Curb

7.3.3 Open Space Areas

The minimum elevations for the open space areas will be set at the existing BFE (elevation 9.2) plus additional elevation to accommodate minor long term settlement amounts where applicable. The open spaces will be graded to support the open space vision and program for the Project. Lower portions of the open space areas may experience minimal amounts of ponding during large rainstorms occurring simultaneously with 100-year tides, depending on their locations and rain watershed area. The depth of ponding during these events will be minimal for the peak high tide duration (approximately 2 hours) and will drain once the tide subsides. Future sea level rise will increase the amount of ponding during the larger rain events and high tides but will not impact the building areas. As described in Section 12, the pump stations added to the storm water outfalls after 16-inches of sea level rise will reduce the ponding in the open space areas to levels and durations equal to the existing BFE conditions. The horizontal limits and depth of ponding in the open space areas will be developed in coordination with the SFPUC prior to approval of the Major Phase and Sub-Phase applications.

The open space areas may include localized landscape mounding to create wind breaks and overlook areas. These landforms may range in height above surrounding grades from a few feet to 35 feet at their highest points.

7.3.4 Historic Buildings, School Site, and Job Corps Structures to Remain

Historic Buildings 1, 2, and 3, as well as the Job Corps buildings and School buildings will remain on TI. The existing finished floor elevations for these structures range from elevation 8.5 to 13.2. These finished floors as well as the ground adjacent to the buildings will not be raised as part of the Project. The new street improvements adjacent to these facilities will be constructed to grades of 12.0 to 15. The grade difference between the existing buildings and proposed improvements will be mitigated by grading transition areas or with low walls, ramps, stairs and/or planters. The Developer will design and install the grading transition and pumps, if required. Ownership and maintenance of the local stormwater system on public lands will be by SFPUC or TIDA.

7.3.5 Wastewater Treatment Plant

The existing grades for the existing wastewater treatment plant vary from approximately 10.4 to 12.6. The proposed surrounding grades of the open space area will be lower than the WWTP area. The existing grades of the facility will remain until the WWTP is upgraded/replaced by the SFPUC.

7.3.6 YBI Site Grading

Because of the natural topography on YBI, the site grades for the proposed buildings, as well as the existing grades for the historic structures, are significantly above both the BFE and sea level rise allowances. Grading on YBI is instead influenced by construction, maintenance, and access. The grading improvements for YBI will include demolition of existing structures, reshaping portions of the roads for better access, regrading of development pads, and reshaping portions of hillsides for erosion control and landscaping. Retaining walls and grading operations associated with street improvements will be minimized as much as possible, in an effort to retain existing topography. The conceptual grading plan for YBI is shown on Figure 7.3 and the approximate total area for grading activity on YBI is shown on Figure 7.4.

7.4 Cut/Fill Quantities

The combination of the geotechnical stabilization described in Section 6, the site grade elevations for TI based on the approach described above, and landscape mounding in the open space, will require approximately 400,000 cubic yards (cy) of cut and 2-million cy of fill. In addition, basement excavations for the new buildings will generate approximately 500,000 cy of soil that can be used as

fill. Therefore, for the purposes of this Infrastructure Plan, the Project is estimated to require approximately 1.1-million cubic yards of net soil import to complete the grading activity.

The import soil required may be barged and/or trucked to TI. The barges anticipated to be used can move up to 1,000 cubic yards of dirt. Therefore, approximately 1,110 barge round trips would be required to complete the total import operation, if used solely. Trucks can typically carry approximately 10 to 15 cubic yards in one load. Therefore, approximately 110,000 truck trips will be required to complete the total import operation, if used solely. The Project anticipates a combination of barges and trucks. The final number of trips for each mode will depend on the location of the soil source and will be spread over the construction period of the Project.

The grading activity on YBI will be a combination of cuts and fills to develop the proposed roadway alignments and building pads. The grading activity on YBI will yield approximately 80,000 to 100,000 cubic yards of export. This material will be trucked to TI and used as fill.

7.5 Proposed Phases of Grading and Drainage Construction

The geotechnical stabilization and the proposed grading will be completed in phases to match the Sub-Phases of the Project. The amount of grading will be the minimum necessary for the Sub-Phase. The phasing of grading will allow the Project to minimize the disruption to the existing uses on Treasure Island and to limit the amount of import needed for any given phase.

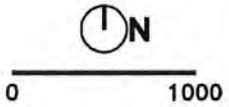
Impacts to improvements installed with previous Phases of development do to the designs of the new Phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Phase.

LEGEND

APPROXIMATE PRELIMINARY SPECIAL FLOOD HAZARD AREAS

□ ZONE V – COASTAL FLOOD ZONE (WAVE ACTION)

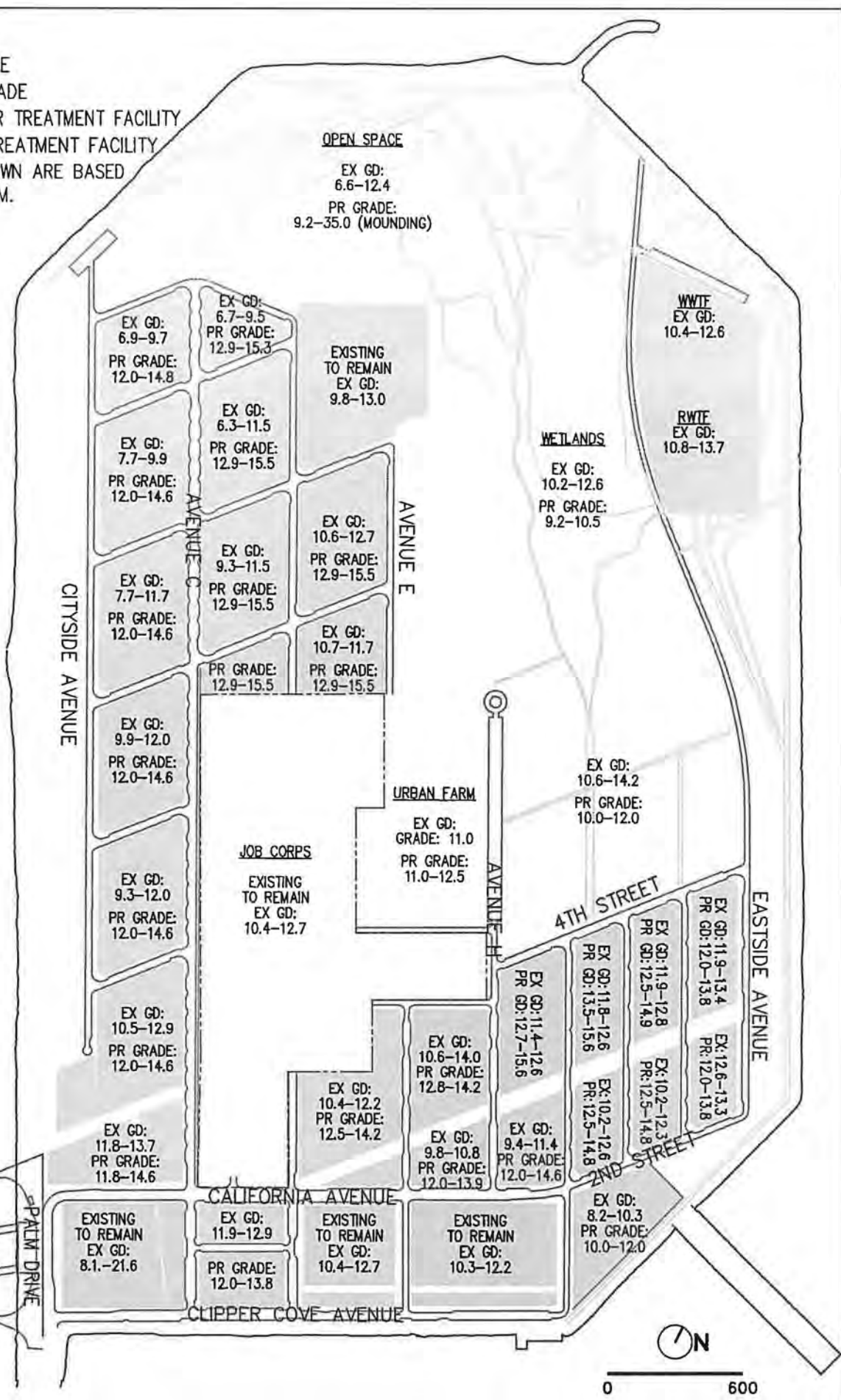
▣ ZONE A – INLAND AREAS SUBJECT TO 100-YEAR FLOOD



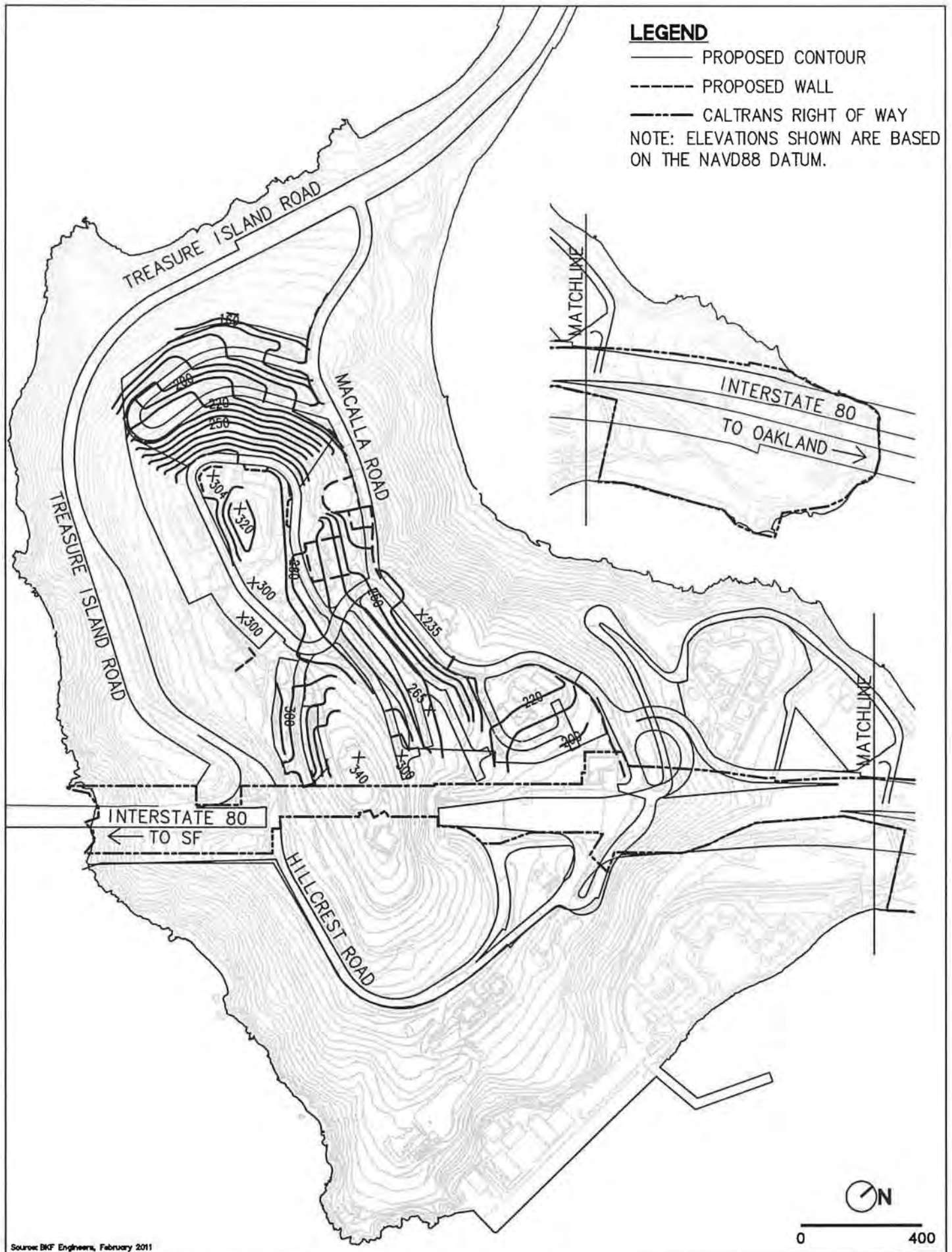
Source: BKF Engineers, October 2010

ABBREVIATIONS

EX GD: EXISTING GRADE
 PR GD: PROPOSED GRADE
 RWTF: RECYCLED WATER TREATMENT FACILITY
 WWTF: WASTEWATER TREATMENT FACILITY
 NOTE: ELEVATIONS SHOWN ARE BASED ON THE NAVD88 DATUM.



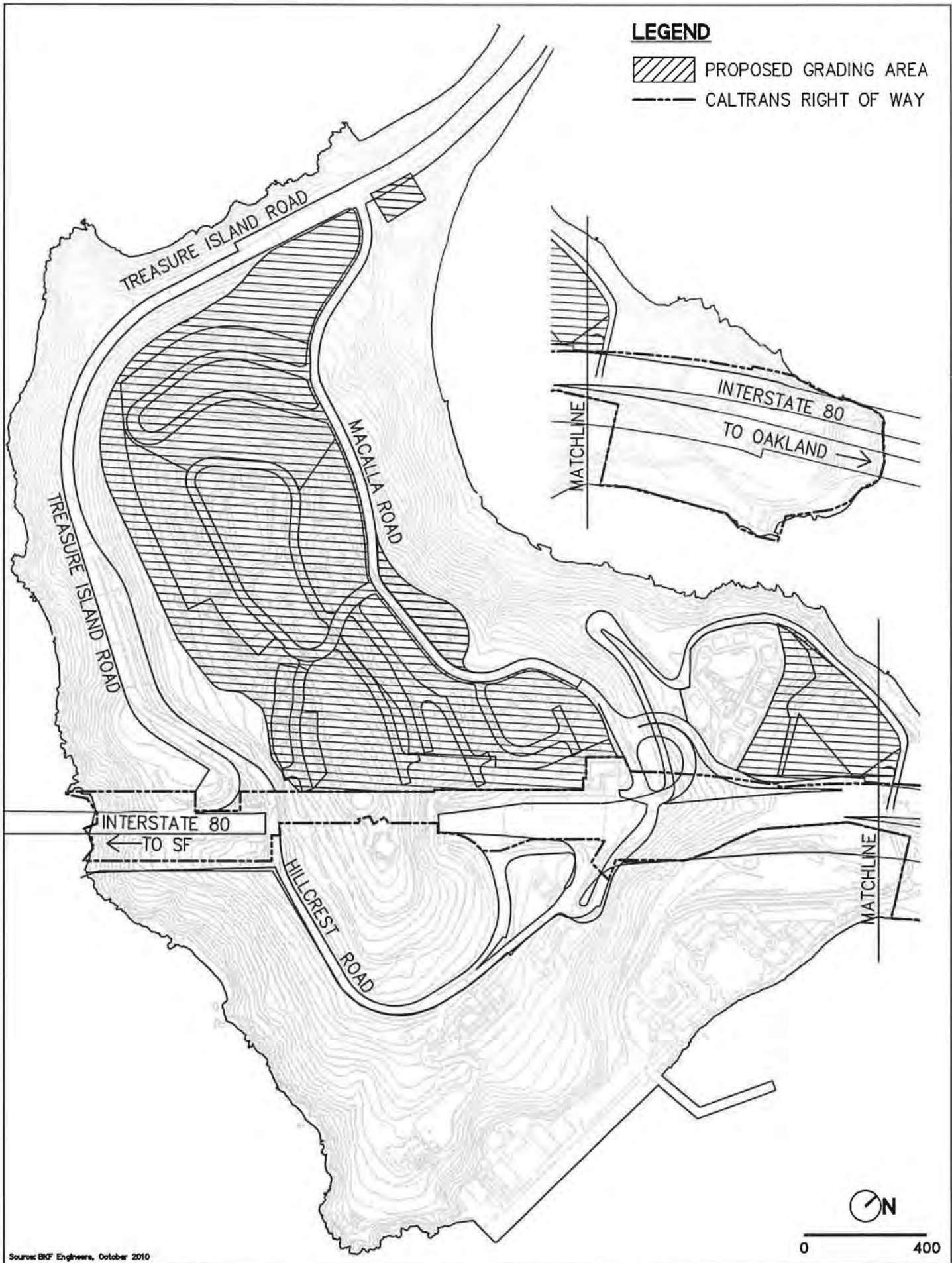
Source: BKF Engineers, February 2011



Source: BKF Engineers, February 2011

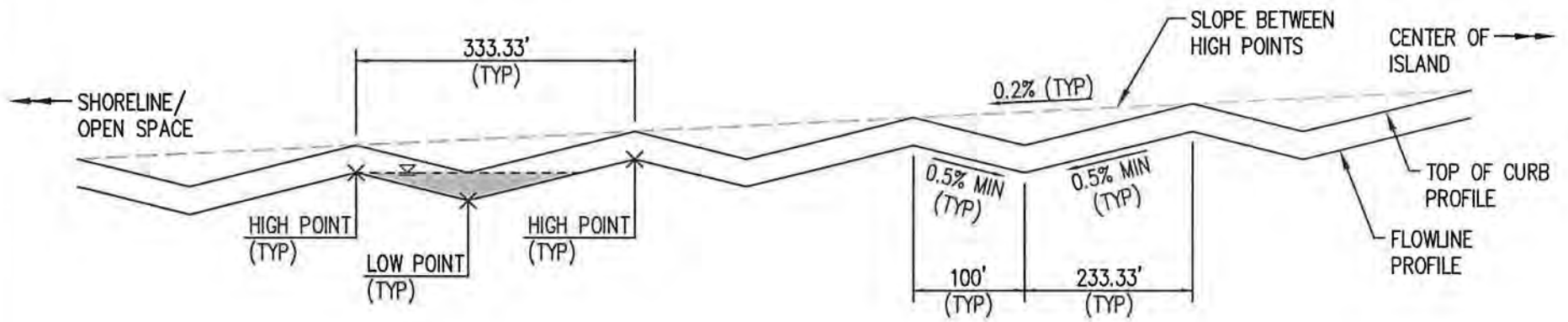
Treasure Island Infrastructure Plan

Figure 7.3: YBI Conceptual Grading Plan



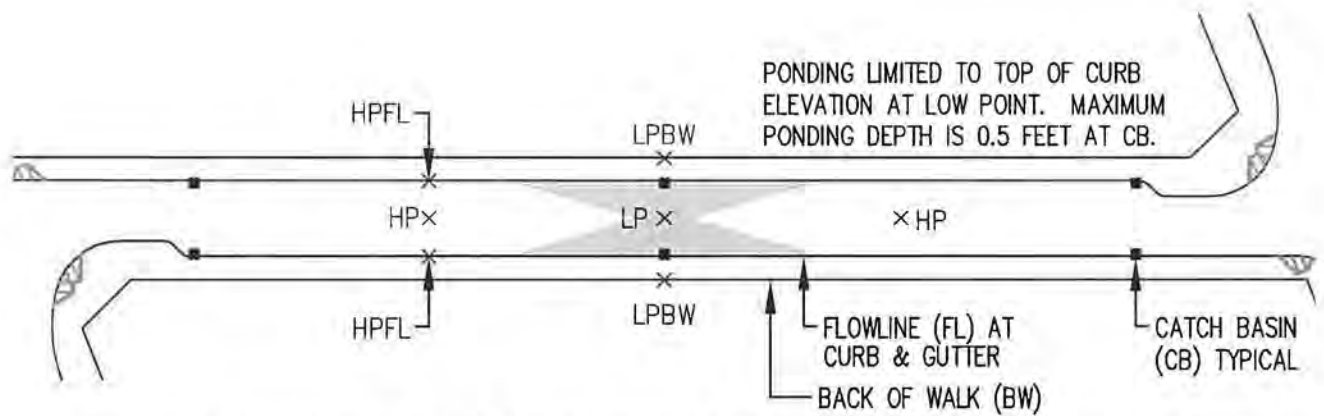
Treasure Island Infrastructure Plan

Figure 7.4: Approximate Area of Grading Activity on YBI

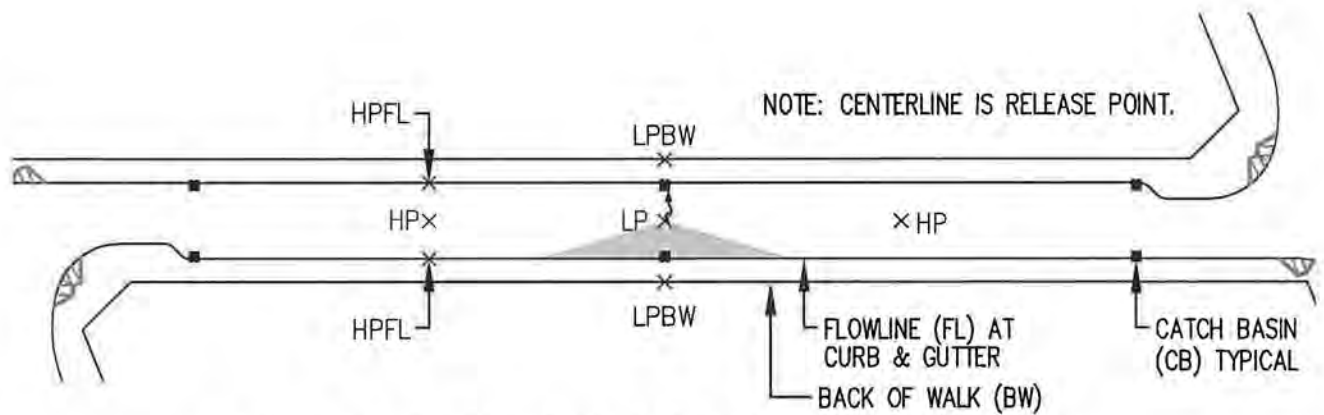


NOTE: HIGH POINT ELEVATIONS ARE LOWER THAN THE TOP OF CURB ELEVATIONS AT THE UPSTREAM LOW POINT.

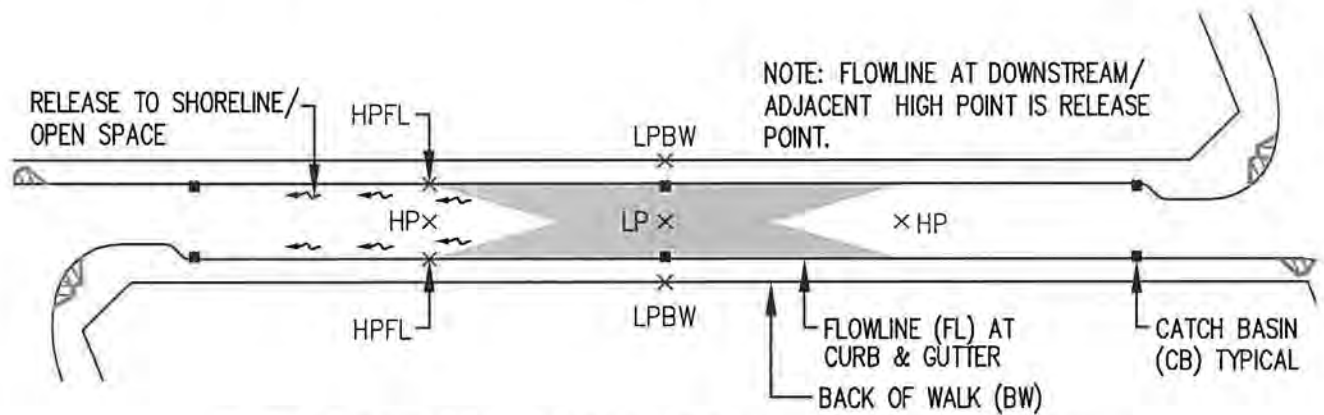
SCHEMATIC PROFILE OF TYPICAL "SAWTOOTH" GRADING



MAXIMUM PONDING FOR 100-YEAR STORM DURING 100-YEAR TIDE WITH 16" SLR



ONE BLOCKED CATCH BASIN OR PIPE (MAINTENANCE ISSUE)



TWO BLOCKED CATCH BASINS OR PIPE (MAINTENANCE ISSUE)

LEGEND:
 HPFL = FLOWLINE ELEVATION AT HIGH POINT
 LPBW = BACK OF WALK ELEVATION AT LOW POINT

NOTE: MAX HPFL ELEVATION IS EQUAL TO LOW POINT TOP OF CURB ELEVATION.

8. TRANSPORTATION AND STREETS DESIGN

The transportation program relies on the use of alternative transit modes (buses and ferries) for off-Island trips and shuttle/pedestrian/bike facilities for on-Island travel. One of the key elements of the transportation program is the construction of a new ferry quay and terminal on the western shore of TI in front of historic Building One. Immediately adjacent to the ferry quay is a new bus transit facility. These two uses anchor the “Transit Hub”. The Land Use Plan for TI is centered on this Transit Hub and Building One with the new street system radiating out to the surrounding neighborhoods and open space.

8.1 Transit System

The Ferry Terminal and bus transit facility will be key elements of the Island's Intermodal Transit Hub, providing a focus for ticket sales, travel and tourist information. Bus stops and facilities for East Bay and San Francisco bus service providers, shuttle service stops, bicycle parking, a pool of shared bicycles (“Bicycle Library”), a car share pod, and administration/office space for the new Treasure Island Transportation Management Agency (“TITMA”) would be located at or near the Transit Hub.

8.1.1 Bus Service

Buses from San Francisco and the East Bay would arrive and depart from the Transit Hub. Figure 8.1 shows the proposed SFMUNI and AC Transit bus routes from the Bay Bridge to Treasure Island and the potential future bus routes around TI. Figure 8.2 shows the Transit Hub area with the dedicated bus route and bus services (stops, layovers, etc.). Upon completion of the proposed westbound on/off ramps on the eastern side of YBI, the existing west bound on ramp to San Francisco on the western side of the YBI tunnel will be restricted to buses only.

8.1.2 Island Shuttle Service

The Project will include a fleet of up to four electric or alternative fuel shuttles for circulation around the Islands. The shuttles would be free to all users and would serve residential, commercial, and open space areas on TI and YBI. The shuttles would operate primarily on three routes: one would serve the west side of TI, another would serve the east side of TI, and the third would serve YBI. The proposed routes are shown on Figure 8.3.

8.1.3 Ferry Service

Ferry service between the west side of Treasure Island and the San Francisco Ferry Building is proposed as part of the Project. This Plan makes a basic distinction between “landside” and “waterside” functions of the ferry terminal and service. “Landside” includes all the functions of ferry service and multi-modal exchange that will occur over stable land which is not subject to fluctuations and movement due to the tides and wave action of the bay. “Waterside” includes all the functions of ferry service that will occur on or over the water and that are subject to the fluctuations and movement due to the tides and wave action of the bay. Generally the passenger waiting area, passenger services, staff facilities and light maintenance are considered “landside”, while any gangways, transfer spans, floats, piles, seawall, breakwater and vessels are considered “waterside”.

8.1.3.1 Waterside Improvements

The Developer will be responsible for the design and initial construction of the ferry quay, docks, breakwaters, and basin.

The ferry quay will include two ferry slips for side-loading ferries. The design will allow for the side-loading slips to be replaced with bow-loading slips in the future, but the improvements made by Developer will not address this shift.

The ferry slips would be in a basin protected by angled breakwaters made of precast concrete sheet piles. The basin would have a generally trapezoidal shape created by the angled breakwaters, with a waterside entry about 200 to 300 feet wide. The breakwaters would be asymmetrical, with the longer one on the north side of the basin and the opening directed slightly southward (see Figure 8.4).

The ferry improvements would be constructed in two phases. The first phase would construct the northern, longer breakwater first, along with the ferry slips and passenger facilities. The southern breakwater would be constructed several years later, depending on a range of factors including desired frequency of service and routine maintenance dredging requirements.

Navigation lights would be provided on the breakwaters to mark the harbor entrance. The southern breakwater would have additional lighting for safety and accessibility if it is open to

public access. Public access on the northern breakwater is not proposed, as it could occasionally be overtopped by high waves.

To construct the basin, about 4.9 acres (about 227,000 sq. ft.) would have to be dredged to a depth of about 16-feet at the basin shoreline.

The two angled concrete sheet pile breakwaters, about 350 and 800 feet long, would be constructed, and riprap would be installed along the shore of the basin and the shore ends of the breakwaters for wave suppression. Piles for hydraulic supports for the two transfer spans and aprons leading to each ferry would be installed, as would guide piles to support the boarding float. Additional piles for wingwalls and guide piles, with mooring dolphins or fender walls, would also be installed. The transfer spans would be constructed and installed. In addition, the shoreline would be improved and some existing riprap would be replaced. The total area of embankment affected by this shoreline treatment (from the Bay floor to the mean high water level) would be about 1.12 acres.

8.1.3.2 Landside Improvements

The Developer will be responsible for the design and initial construction of the landside improvements. Interim improvements will be provided with initial ferry operations and be sufficient to support basic passenger needs. The permanent improvements will be designed in accordance with the Design for Development and with TIDA approval. Final permanent improvements will be provided with the second phase of the waterside improvements, construction of the southern breakwater.

Interim improvements will include the following elements:

- **Landscape/Hardscape/Streetscape.** Asphalt hardscape areas, including the waiting areas for the shuttle and transbay bus services and initial bicycle storage and bicycle library facilities.
- **Passenger Waiting Areas.** Weather protected shelter for up to 199 passengers.
- **Gangways.** The gangways should be constructed of materials which are inherently resistant to rust and decay from exposure to the salt water environment. The gangways should accommodate multiple railing/queuing configurations to accommodate normal and special event use.

Permanent improvements will include the following elements:

- **Landscape/Hardscape/Streetscape.** The hardscape should be abuse resistant, allow for easy maintenance and if necessary allow removal to access changing or evolving program requirements for utilities and future modifications. This area would accommodate non-ferry transit and transportation connections, including the waiting areas for the shuttle and transbay bus services, bicycle storage, the bicycle library, and kiss-and-ride facilities.
- **Passenger Waiting Areas.** (15,000-20,000 SF) The passenger waiting areas should provide shelter from the elements, primarily rain and wind. Seating and other amenities for passenger waiting to board the ferry should be designed easy to clean, abuse resistant materials. Includes primary passenger waiting areas, overflow waiting areas, and circulation requirements.
- **Passenger Services.** (approximately 750 SF) Ticket Vendors, Newspaper, ATM and other vending equipment should be collected at areas along primary circulation routes.
- **Staff Facilities and Maintenance/Operations Area.** (1,000 – 1,500 SF) Staff facilities would include a security office and storage for crew and general operations. Staff restrooms could be provided either in the terminal building or in Building 1. Staff parking would not be provided; staff needing parking would use other Island parking facilities. The operations areas should be located adjacent to service vehicular access points with direct routes to the float and vessels. Operations functions include maintenance storage, mechanical equipment, and trash/janitorial.
- **Gangways.** The gangways should be constructed of materials which are inherently resistant to rust and decay from exposure to the salt water environment. The gangways should accommodate multiple railing/queuing configurations to accommodate normal and special event use.

8.2 Public Street System

The Developer will be responsible for the design and construction of the public streets shown on Figure 8.5. Improvements will generally include the following:

- pavement section
- concrete curbs/gutters
- concrete sidewalk and curb ramps
- traffic control signs and striping

- traffic signals
- street lighting
- street landscaping and trees
- stormwater treatment facilities
- street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)

8.2.1 Street and Block Numbers

A system of street and block numbers has been created to facilitate planning and design coordination, see Figure 8.6. Most street names on YBI are current names and are expected to remain in use. Almost all street names on TI are considered temporary and solely for planning use. Final names will be selected in the future.

8.2.2 Roadway Dimensions

The vehicular lane widths are dictated by the proposed bus routes (see Figure 8.1). Vehicular lanes will be 12-feet wide for street segments where buses travel in two directions past each other, 11-feet where buses travel in one direction and do not pass, and 10-feet for streets with no SFMUNI or AC Transit service. Lane widths are measured from face of curbs and center line of lane striping.

The minimum vehicular travel way dimension will be 20-feet to accommodate fire truck access. The minimum 20-feet will not include parking on any of the streets including the Shared Public Way, but will include bike lanes on the one-way portion of Macalla Road.

Class II bike lanes will be 5-feet wide measured from face of curb to the center line of lane striping.

Parallel parking stalls within the street right of way will be 7-feet wide when adjacent to vehicular travel ways and 8-feet wide when adjacent to Class II bike lanes.

Planting areas and pedestrian sidewalks will vary depending on location.

8.2.3 TI Public Street System

The proposed public street network for TI is shown on Figure 8.7. Typical cross sections for these streets are included on Figure 8.8. There are four major classifications for the proposed public street system. A typical description for each type of street follows:

Major Arterial Streets (Primary Access)

Major Arterial streets will comprise the main west/east and north/south streets on TI, which will provide access between the new neighborhoods and open space and the intermodal transit hub adjacent to the Ferry Terminal, as well as to the Causeway and the Bay Bridge.

Secondary Arterial Streets (Primary Access)

Secondary Arterial Streets will comprise the remaining bus routes around TI. This includes the bus route around the Transit Hub and the potential future bus routes along the western and southern edges of TI.

Collector Streets (Neighborhood Access)

Collector streets will comprise the second level of roadways. They provide circulation loops to facilitate movement through and around the urban core, developed neighborhoods, Job Corps campus, and to the island's open space zones including access to the island's perimeter.

Shared Public Way (Pedestrian Focused)

Shared Public Ways are proposed for TI within both the Cityside and Island Center neighborhoods that will prioritize pedestrian use of the entire right-of-way while allowing occasional slow-moving vehicles to access local land uses and parking (both on-street and off-street but never within the 20-foot emergency vehicle access path) and provide necessary services. Working collaboratively with City Departments like Department of Public Works, Municipal Transportation Agency and the Mayor's Office of Disability to adopt the Shared Public Way as a "Dedicated Public Street" in the City's Subdivision code, this right-of-way is designed from property line to property line as a single surface between street and sidewalk areas that gives pedestrians priority and shares space among pedestrians, bicycles, occasional slow-moving vehicles, and public space uses. Shared

Public Ways may be designed with special paving, a variety of amenities, landscaping, and seating, and pockets of on-street parking, to create an environment that encourages public space use and slows occasional vehicles.

8.2.4 Angled Intersections on TI

The Project utilizes angled streets to maximize access to sunlight and views while minimizing the effects of wind on neighborhood public spaces. Where angled intersections occur, the east/west streets will cross the north/south streets at a 68-degree angle as shown in Figure 8.9. The angled intersections will be designed to provide the required vehicular sight distance triangles as defined by the American Association of State Highway and Transportation Officials (AASHTO).

8.2.5 YBI Public Street System

The street locations on YBI will generally remain in existing locations with improvements for improved fire truck access and added connections for pedestrian and bicycle paths to the new east span of the Bay Bridge and TI. The proposed public street network for YBI is shown on Figure 8.10. Typical cross sections for these streets are included on Figure 8.11. Similar to TI, there are four main levels for the hierarchy of streets on YBI. A typical description for each type of street follows:

Major Arterial Streets (Primary Access)

Major Arterial streets on YBI will comprise the access from the Bay Bridge down to TI. On the western side of YBI this will include Treasure Island Road. On the eastern side this will include the one way Macalla Road.

Secondary Arterial Streets (Primary Access)

The Secondary Arterial Street on YBI will be the two-way Yerba Buena Road up to the central development area and open space at the top of the island.

Collector Streets (Neighborhood Access)

The Collector Street on YBI will be a one-way section of Yerba Buena Road starting at the hotel and traveling around the western side of the island.

Private Streets

The primary access to homes within the main western and eastern residential districts will be private streets.

8.2.6 YBI Private Street System

The primary access to homes within the main western and eastern residential districts on YBI will be private streets. The private streets will be designed and developed in concert with the private development. Final locations and configuration of the private streets will be developed in conjunction with detailed development plans for these residential districts. Public Service Easements (PSE) will be recorded over these private streets for the public utilities needed to serve the units.

8.2.7 North Gate Road

The improvements to North Gate Drive will be limited to a 2-inch overlay from Macalla to the Coast Guard entrance once all of the utility systems have been installed.

8.2.8 Retaining Walls within Public Street Right of Way

The construction of the Public Right of Ways may require retaining walls. As described in Section 6.2.2, it is anticipated that several of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during final design. These walls may be seismically retrofitted or replaced to comply with City and County of San Francisco and CBC codes and the design-level geotechnical report.

8.3 Fire Department Access

The primary fire department access streets are shown on Figure 8.12. Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7-foot clear when fire trucks enter on-coming travel lanes as shown on Figure 8.13.

Fire truck turnaround locations will be coordinated with the SFFD and constructed consistent with the Fire Code at dead-end street locations.

The final street layouts and cross sections will be developed during the Major Phase and Sub Phase applications. The final configurations will be reviewed by the SFFD for conformance to the Fire Code.

8.4 Structural Street Sections

The structural cross section for all new on-grade roadways will comply with the requirements of the San Francisco Subdivision Code. Roadway cross sections will consist of eight inches of Portland Cement Concrete and a two-inch asphalt concrete wearing surface for Collector Streets, and a three-inch asphalt concrete wearing surface for Arterials. Alternative cross sections such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) may be used if approved by SFDPW.

8.5 Traffic Signals and Street Lights

The Developer will design and construct four traffic signals along California Avenue and Palm Avenue as shown in Figure 8.2. One additional pedestrian crossing signal may be constructed at a mid-block pedestrian crossing on California Avenue if required. A traffic signal may also be constructed at the intersection of Hillcrest and South Gate Road. Where possible, the electrical service for the Traffic signals will be located within the joint trench (refer to Section 13). All traffic signals shall be designed and constructed to the specifications and approvals of the San Francisco Municipal Transportation Agency (SFMTA).

The Developer will design and construct street lights. Street lighting shall comply with City of San Francisco standards for light levels and acceptable fixtures. Alternative street light fixtures will be allowed as approved by the SFPUC and SFDPW. Where possible, the electrical service for the street lights will be located within the joint trench (refer to Section 13).

The Developer will design and construct all street and traffic signs as well as pavement markings to the specifications and approvals of the SFMTA.

8.6 Public Bike and Pedestrian Paths

The Developer will design and construct public bike and pedestrian paths throughout Treasure Island. The conceptual location of bike and pedestrian paths are shown on Figure 8.14.

8.7 Bay Bridge Access

As part of the new eastern span of the Bay Bridge, Caltrans will be constructing a new east-bound on-ramp on the eastern side of the YBI tunnel. The east-bound off-ramp at this location will remain in substantially the same existing configuration upon completion of the new bridge.

The City and Caltrans are currently designing replacement westbound on- and off-ramps on the eastern side of the YBI tunnel. This Infrastructure Plan assumes that these new ramps will be completed as part of the construction of the new eastern span of the Bay Bridge.

On the western side of the YBI tunnel, the exiting east-bound off-ramp and west-bound on-ramp will remain. Upon completion of the new west-bound on-ramp on the eastern side of the tunnel, the existing west-bound on-ramp on the western side of the tunnel will be dedicated to SF MUNI bus only, providing a means of queue-jumping for the busses.

8.8 Acceptance and Maintenance of Public Street Improvements

The Authority or SFDPW will be responsible for maintenance of the existing roadways until replaced by the Developer.

Upon acceptance of the new and/or improved public streets by San Francisco Department of Public Works (SFDPW), responsibility for the operation and maintenance of the roadway, streetscape elements, and retaining walls will be designated as defined in the various City of San Francisco Municipal Codes. Responsibility for accepted street improvements for streets within the Public Trust, as shown in Figure 8.15, will be determined separately.

Upon acceptance of the private streets by SFDPW, responsibility for the operation and maintenance will be by the neighborhood homeowners association.

8.9 Acceptance of Public Bike and Pedestrian Paths

Upon acceptance of the public bike and pedestrian paths by SFDPW, responsibility for the operation and maintenance of the paths will be designated as defined in the various City of San Francisco Municipal Codes. Responsibility for accepted path improvements for paths within the Public Trust, as shown in Figure 8.15, will be determined separately.

8.10 Coast Guard and Job Corps

The Developer will not replace the roadways within the Coast Guard and Job Corps properties. The Developer will construct the new roadway systems up to the boundary of these two property owners and connect to their existing roadway network to maintain the existing access points.

8.11 Phasing of New Roadway Construction

The Developer will construct the new roadway system in phases to match the Sub-Phases of the Project. The amount of the existing roadway repaired and/or replaced will be the minimum necessary to serve the Sub-Phase. The Sub-Phase will connect to the existing roadways as close to the edge of the Sub-Phase area as possible while maintaining safe access to the new development and the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing roadways until the existing uses are demolished. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer. Fire truck turnaround areas will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code.

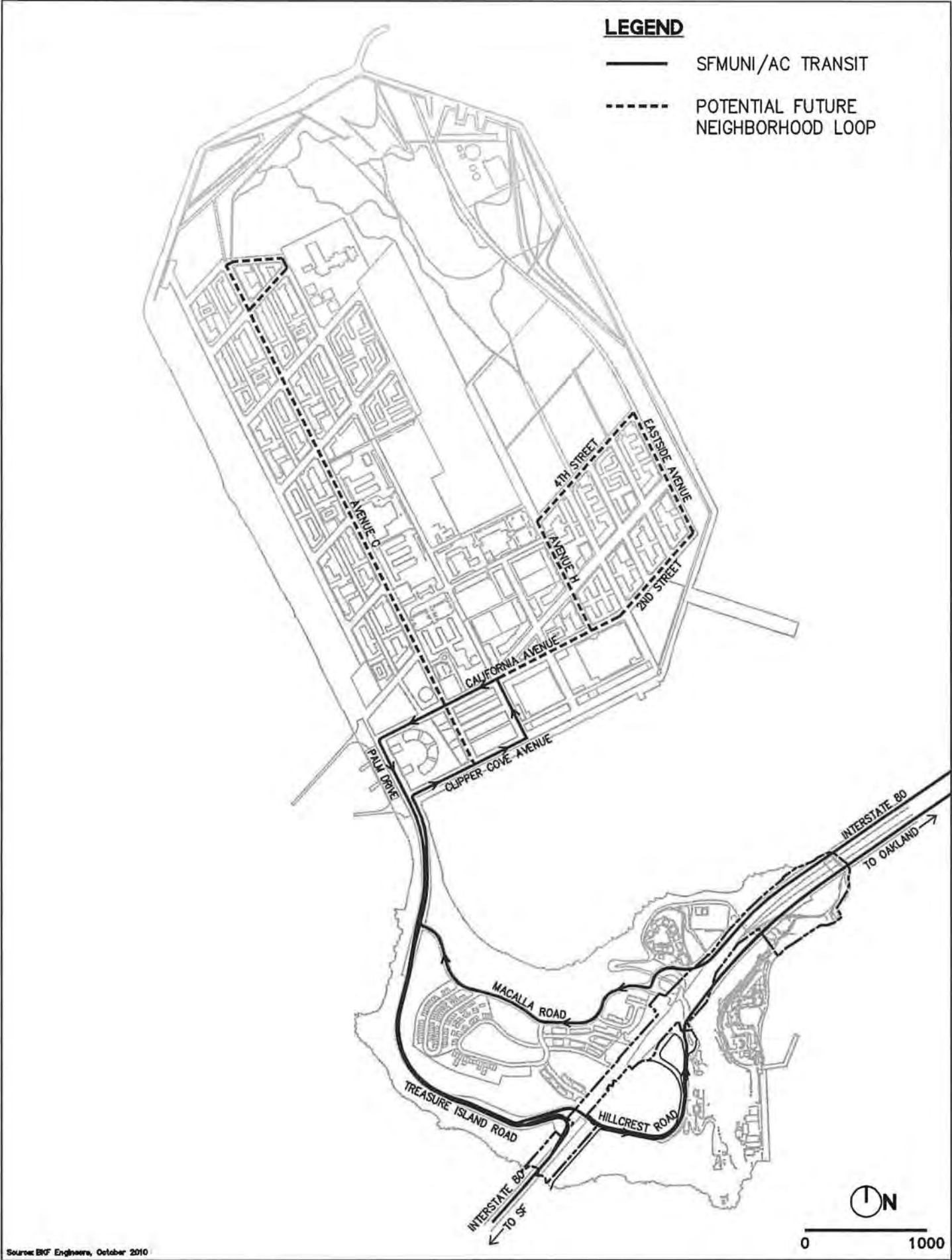
The Developer will provide an existing conditions report for the existing streets scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original street system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC and/or SFDPW. The Developer will be responsible for damage to the existing streets, and/or newly installed streets on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

The Authority or SFDPW will be responsible for maintenance of existing roadways until replaced by the Developer. The SFDPW will be responsible for the new roadways once construction of the Sub-Phase or new roadway facility is complete and accepted by the SFDPW.

8.12 SFMTA Infrastructure

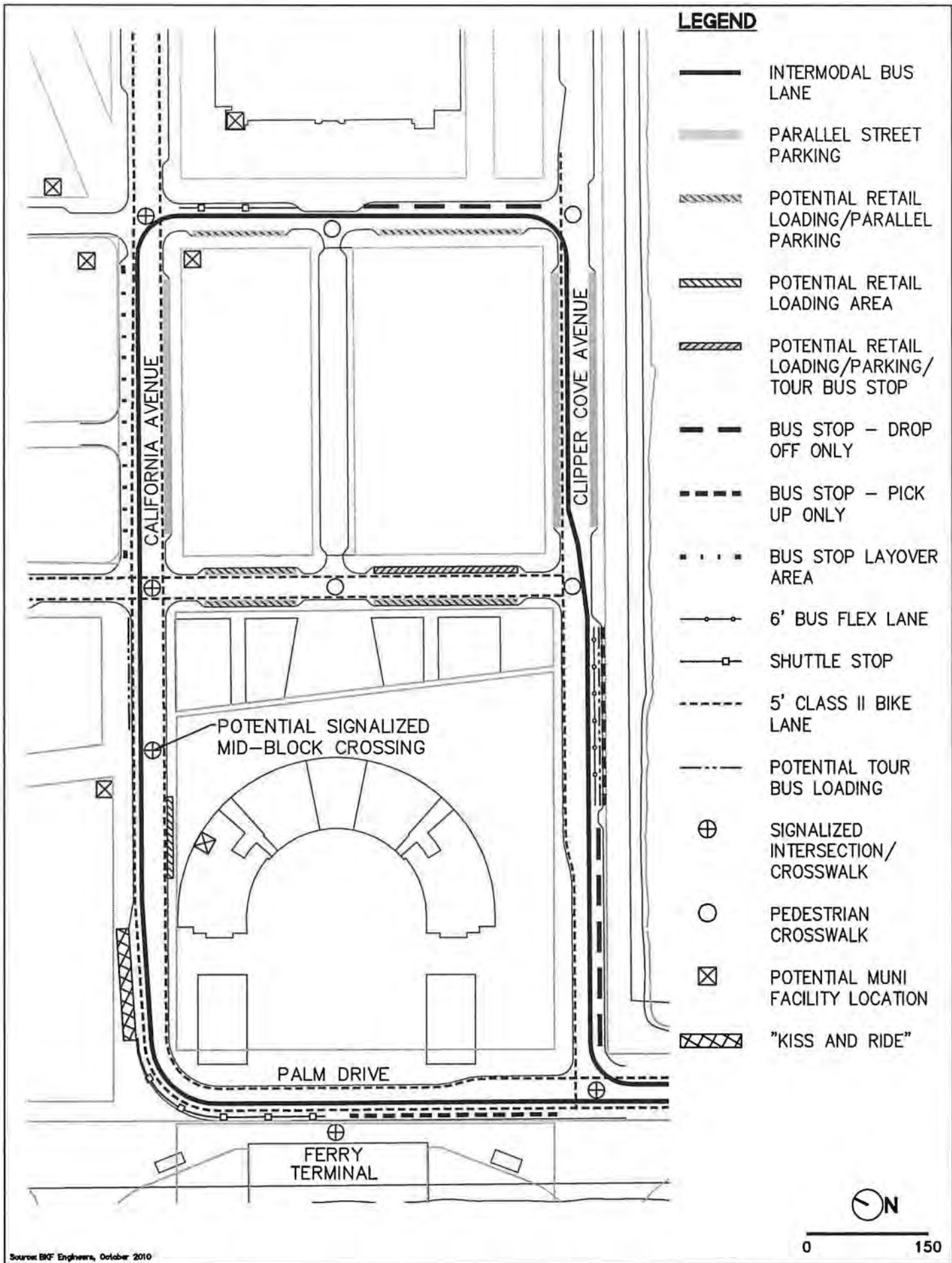
SFMTA Infrastructure is defined as:

- Security monitors and cameras
- Signals and Signal Interconnects
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Shelters (with Vendor)
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction (“NextBus”) monitors and related communications equipment
- Bicycle racks
- Crosswalk striping
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs"



Source: BKF Engineers, October 2010

Figure 8.1: SFMUNI/AC Transit Bus Routes



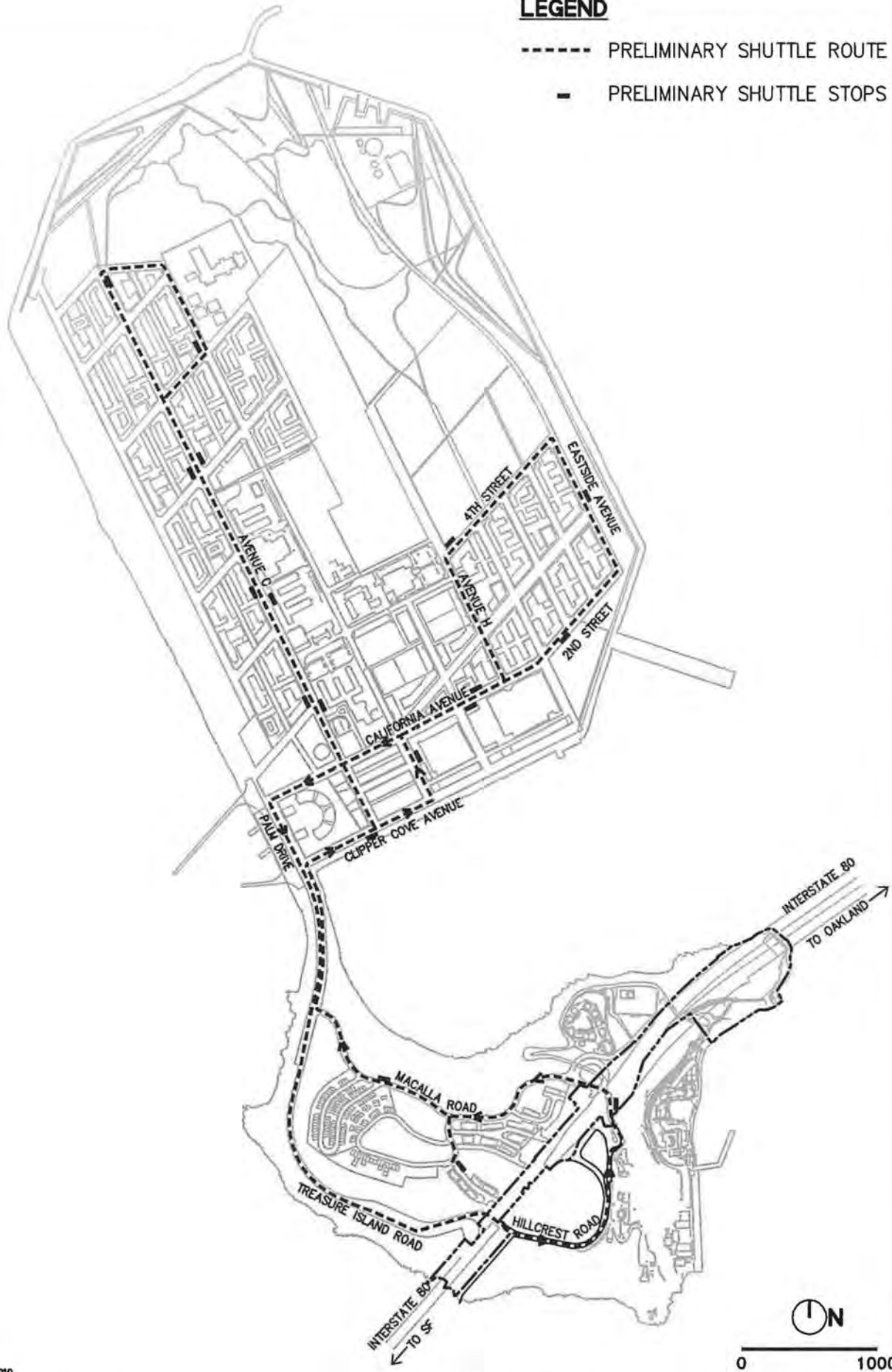
LEGEND

- INTERMODAL BUS LANE
- ▬ PARALLEL STREET PARKING
- ▨ POTENTIAL RETAIL LOADING/PARALLEL PARKING
- ▩ POTENTIAL RETAIL LOADING AREA
- ▧ POTENTIAL RETAIL LOADING/PARKING/TOUR BUS STOP
- - - BUS STOP - DROP OFF ONLY
- - - BUS STOP - PICK UP ONLY
- · · BUS STOP LAYOVER AREA
- 6' BUS FLEX LANE
- SHUTTLE STOP
- - - 5' CLASS II BIKE LANE
- · - · - POTENTIAL TOUR BUS LOADING
- ⊕ SIGNALIZED INTERSECTION/CROSSWALK
- PEDESTRIAN CROSSWALK
- ⊠ POTENTIAL MUNI FACILITY LOCATION
- ▨ "KISS AND RIDE"

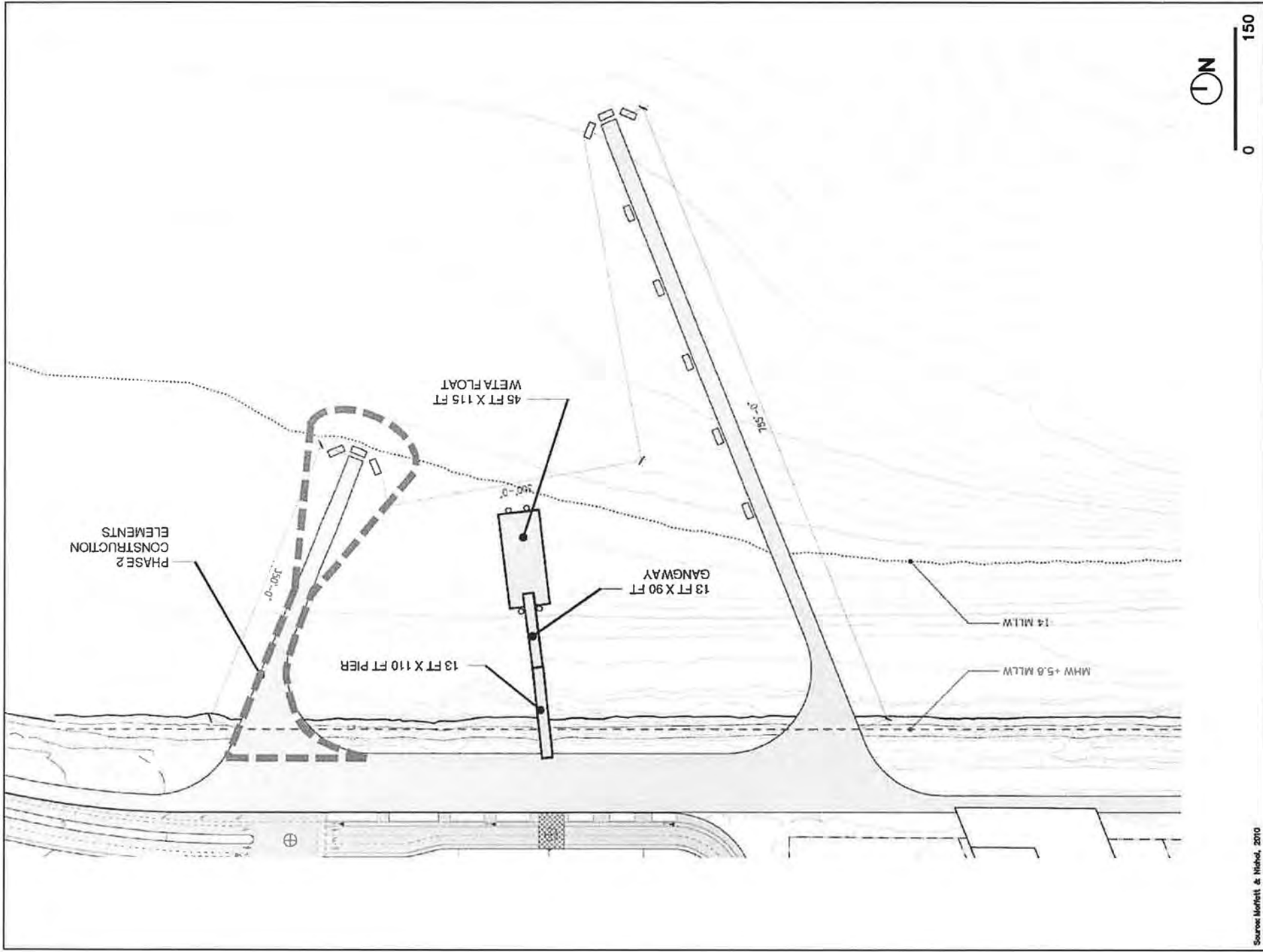
Source: BKF Engineers, October 2010

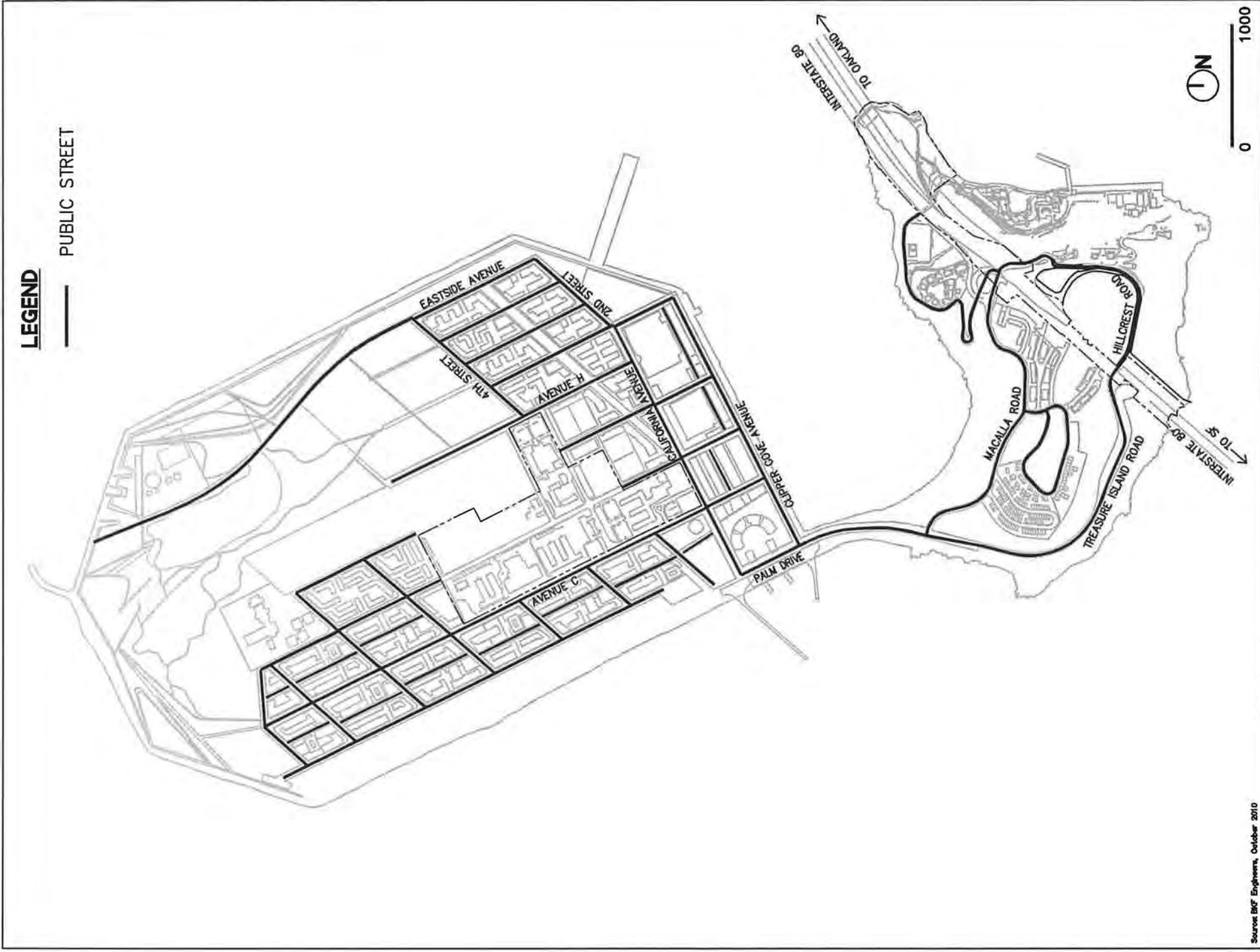
LEGEND

- PRELIMINARY SHUTTLE ROUTE
- PRELIMINARY SHUTTLE STOPS



Source: BKF Engineers, October 2010

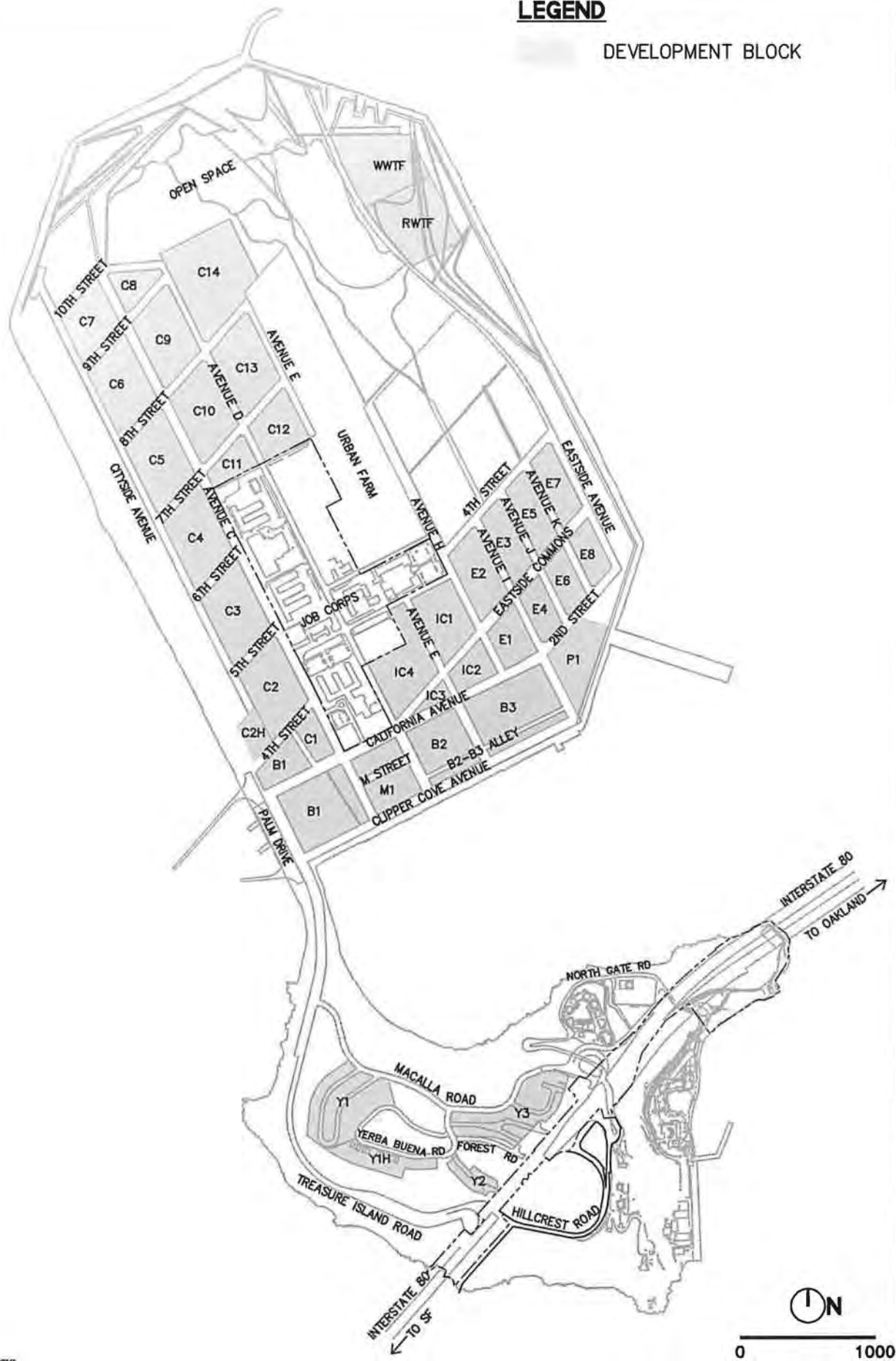




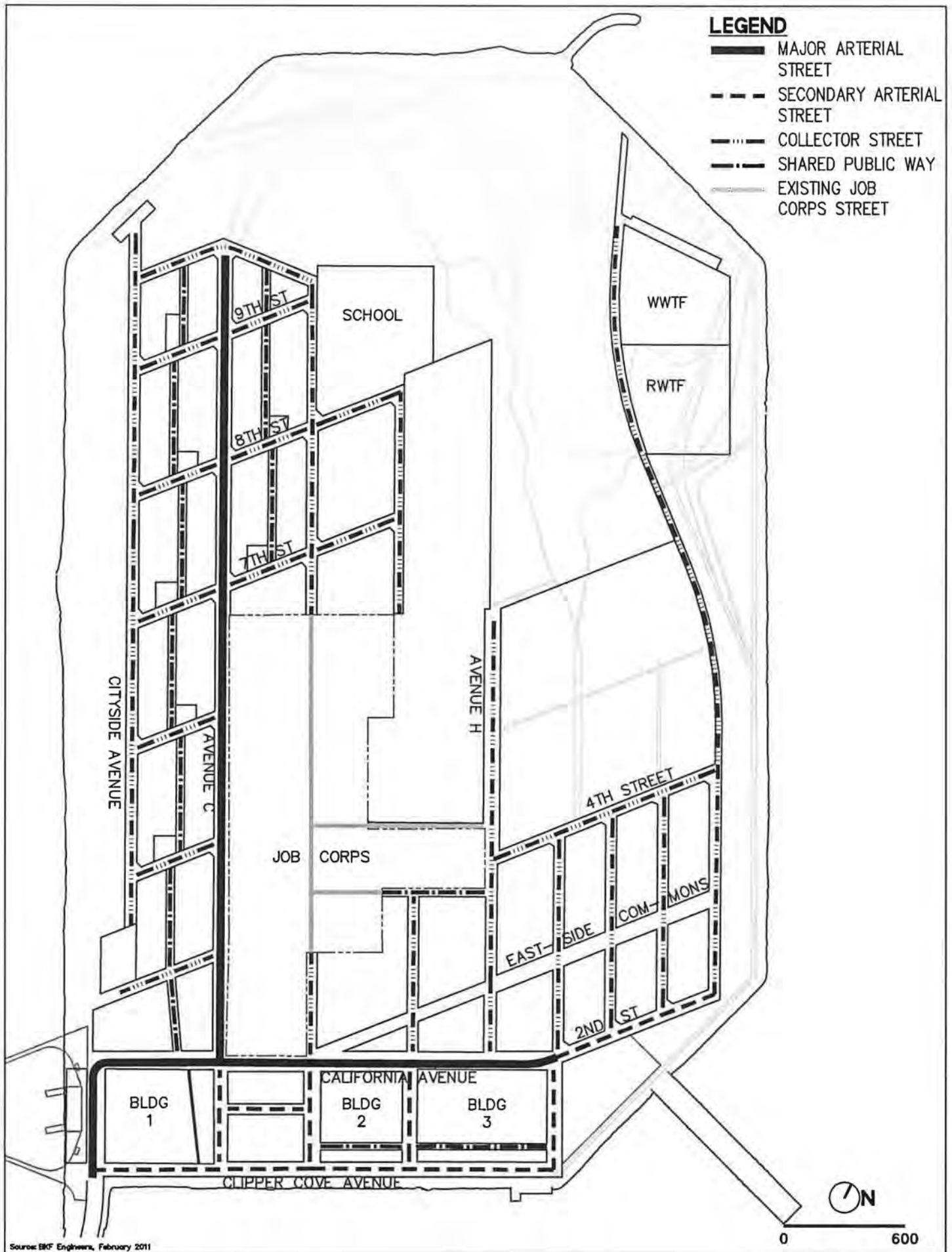
Source: BKF Engineers, October 2010

LEGEND

DEVELOPMENT BLOCK

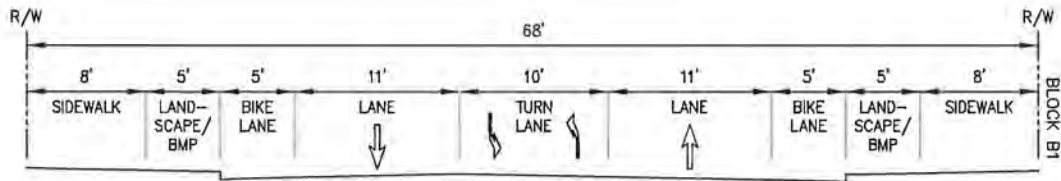


Source: BKF Engineers, October 2010

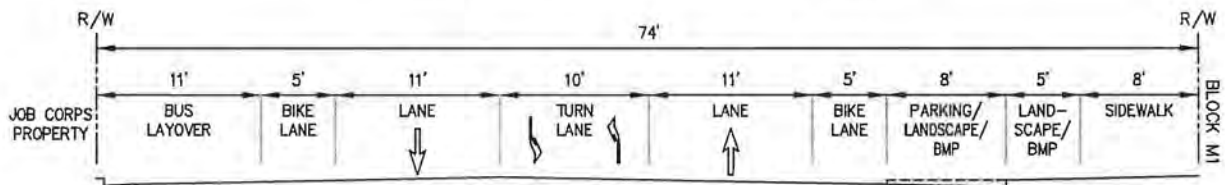


Treasure Island Infrastructure Plan

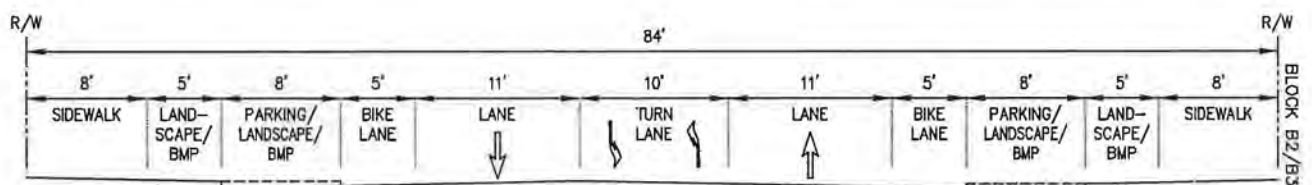
Figure 8.7: TI Street Plan



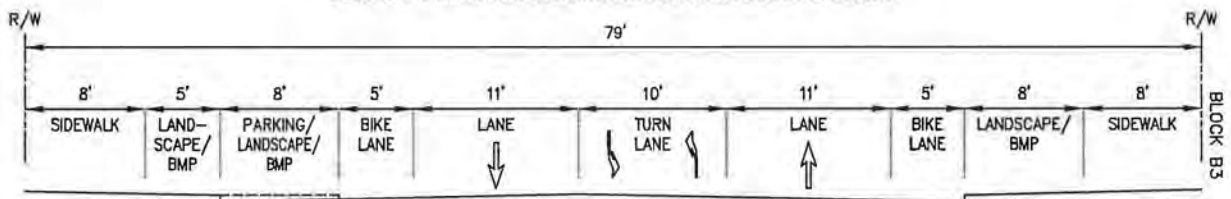
CALIFORNIA AVENUE (B1 BLOCK)



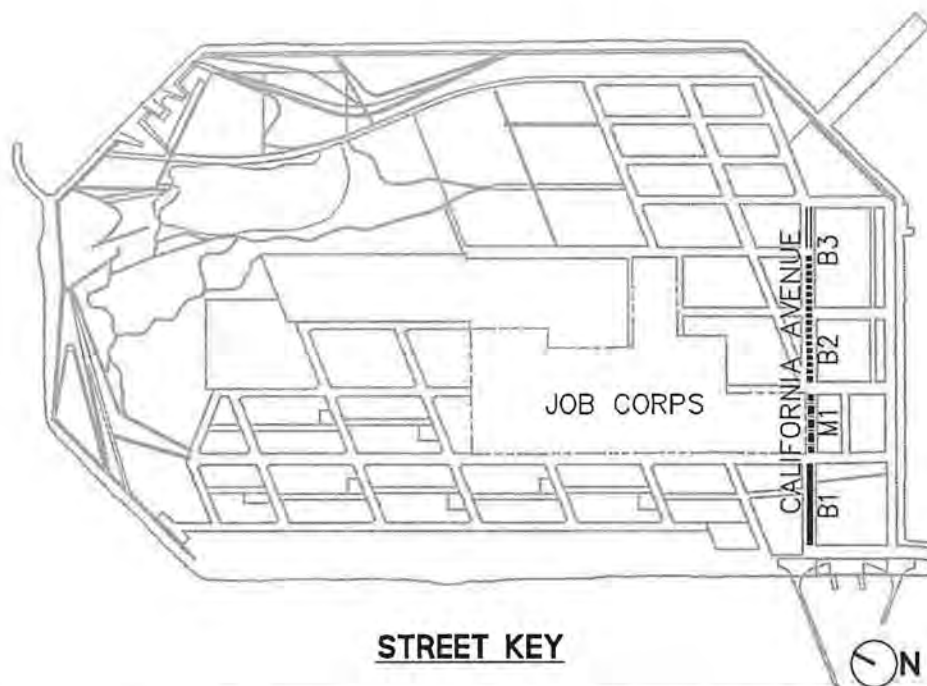
CALIFORNIA AVENUE (M1 BLOCK)



CALIFORNIA AVENUE (B2/B3 BLOCK)

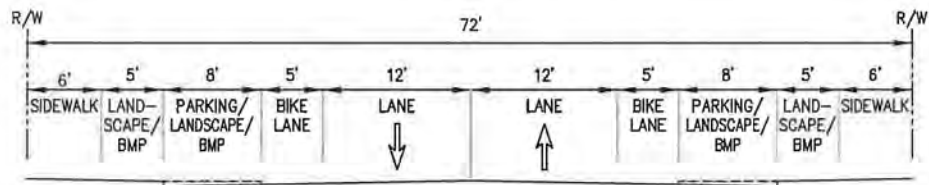


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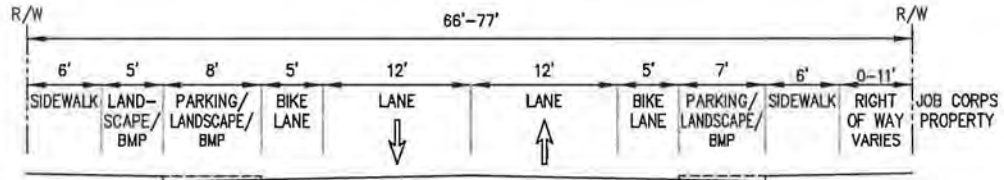


STREET KEY

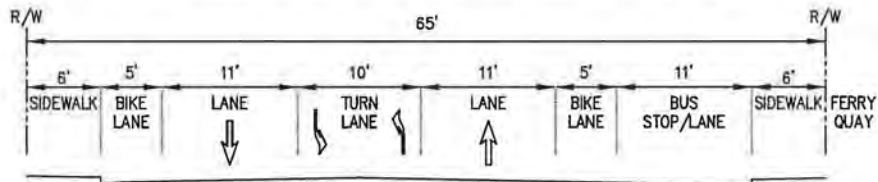
Source: BKF Engineers, February 2011



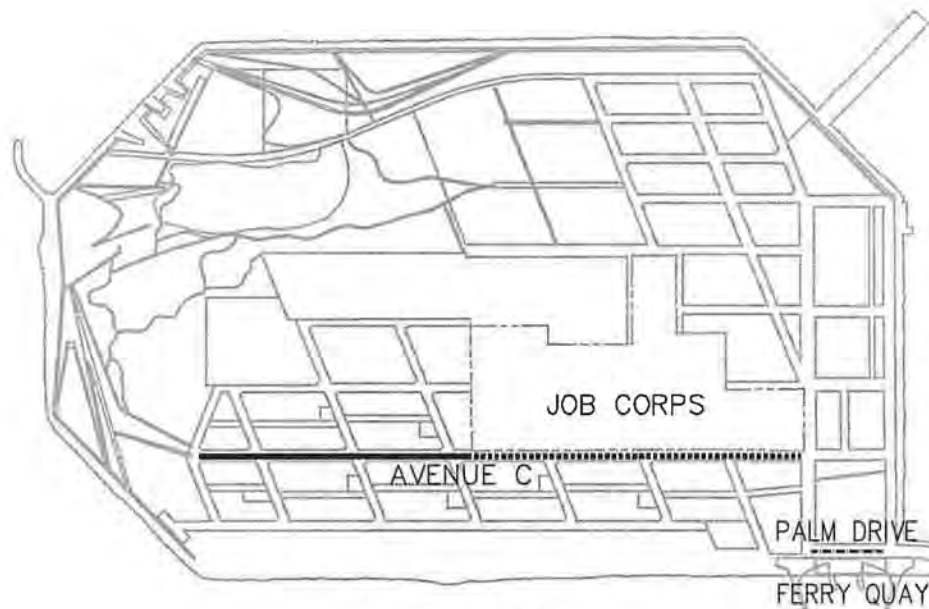
AVENUE C (NORTH)



AVENUE C (ADJACENT TO JOB CORPS)



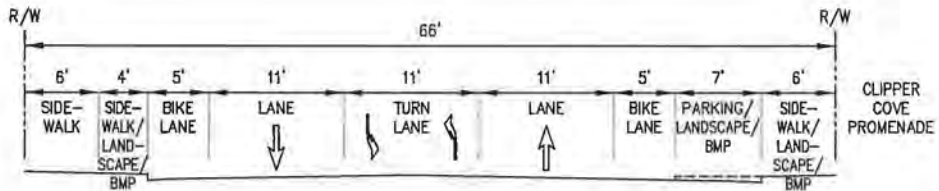
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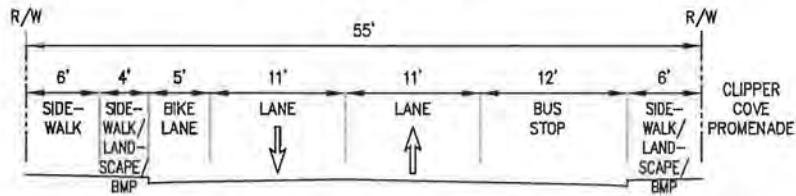
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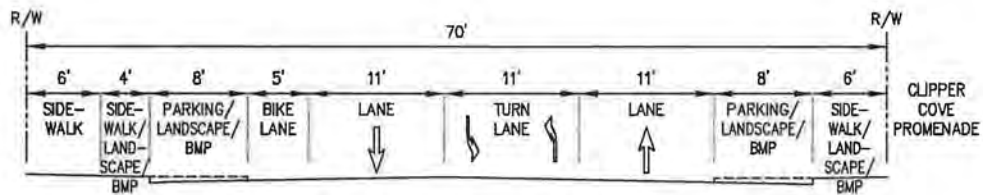
Source: BKF Engineers, February 2011



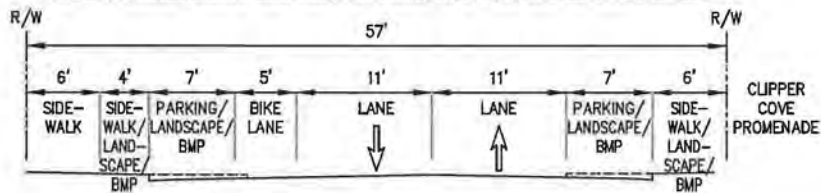
CLIPPER COVE AVENUE (B1 BLOCK - WEST)



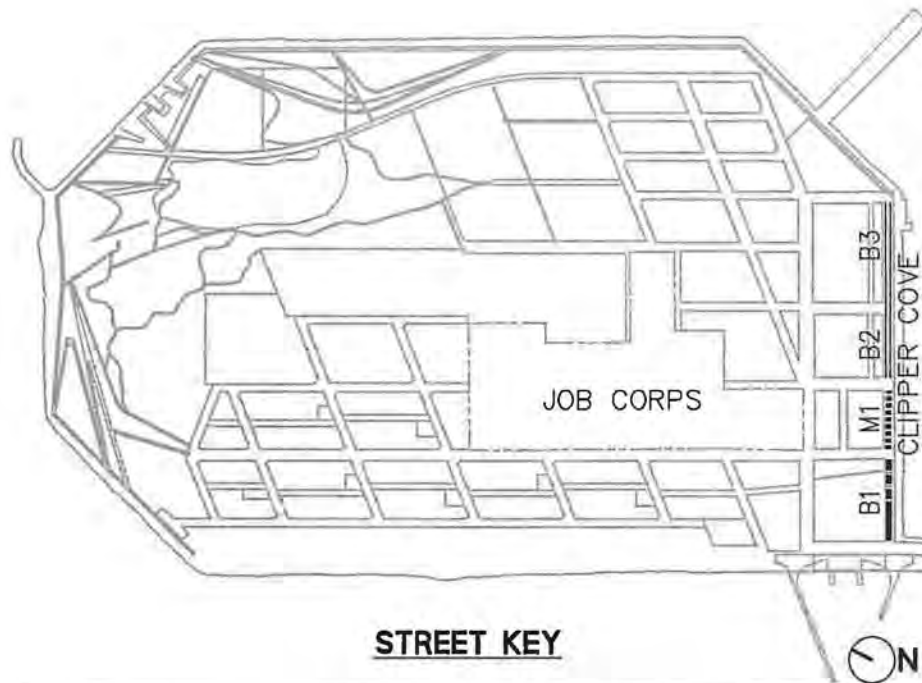
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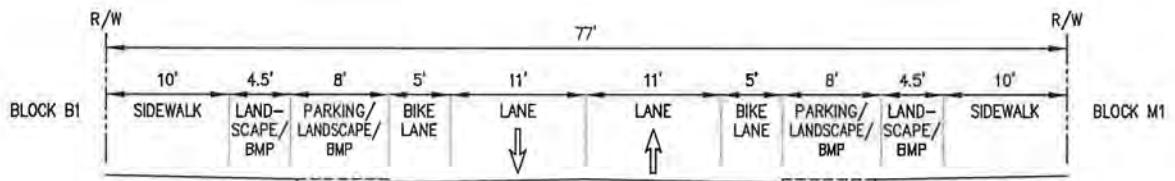
CLIPPER COVE AVENUE (M1 BLOCK)



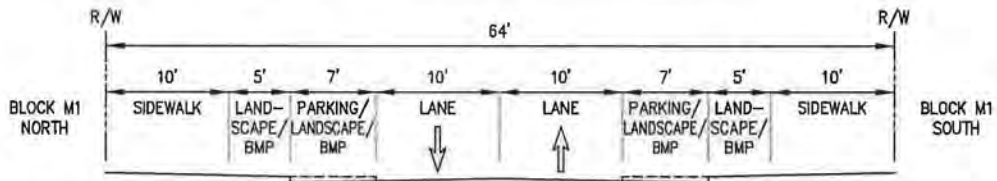
CLIPPER COVE AVENUE (B2 & B3 BLOCKS)



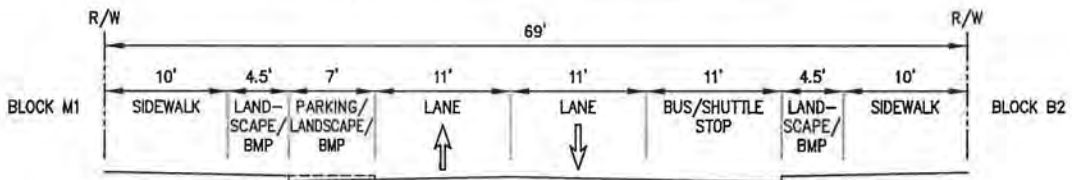
Source: BKF Engineers, February 2011



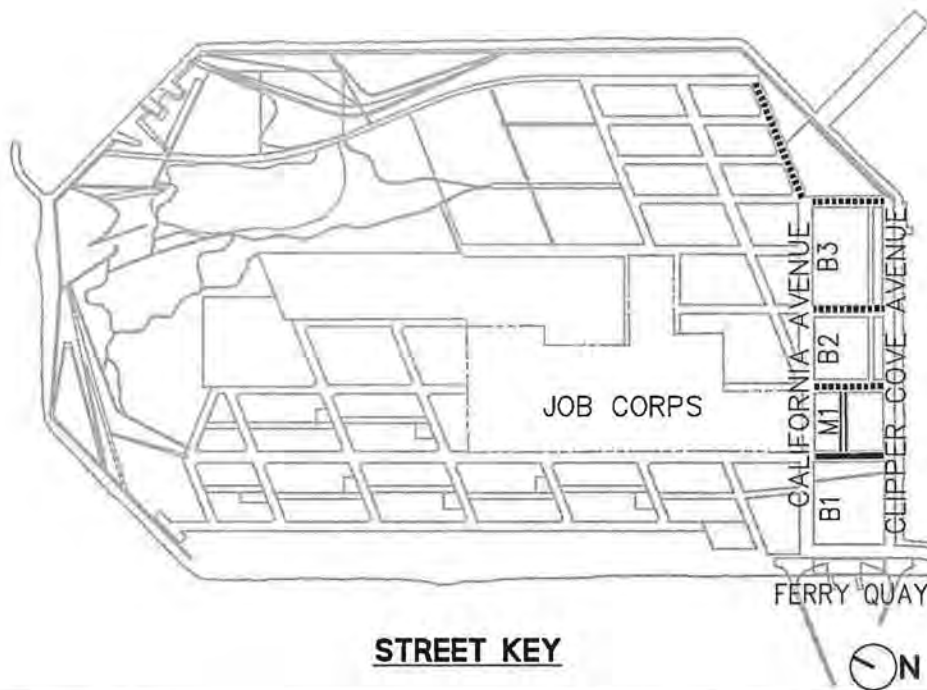
RETAIL STREET (BETWEEN B1 & M1)



RETAIL STREET (MID-BLOCK M1)

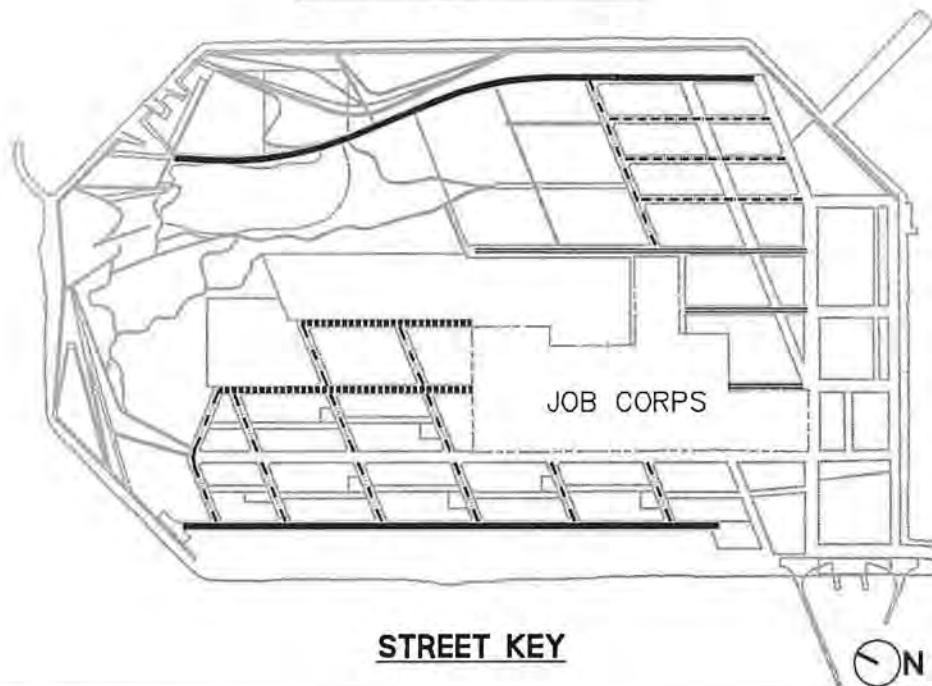
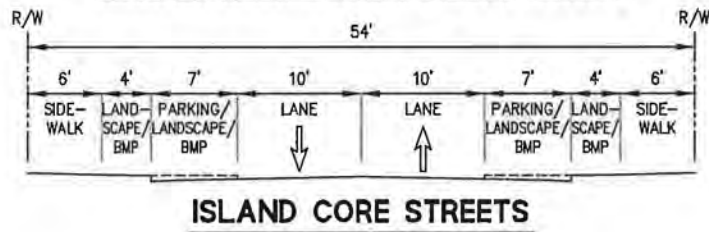
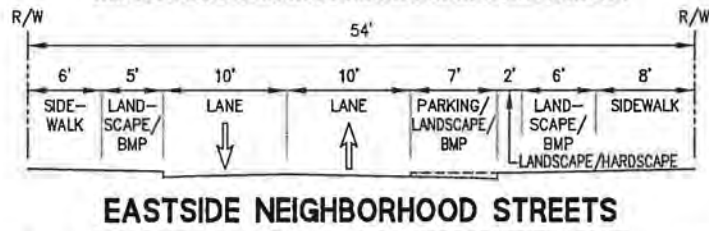
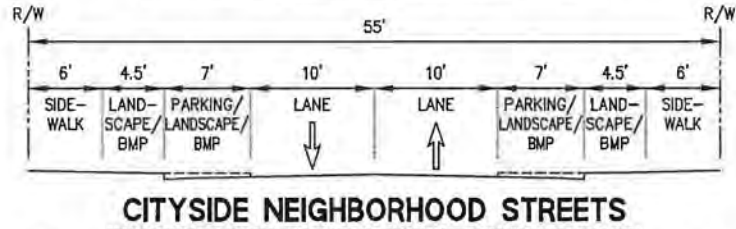
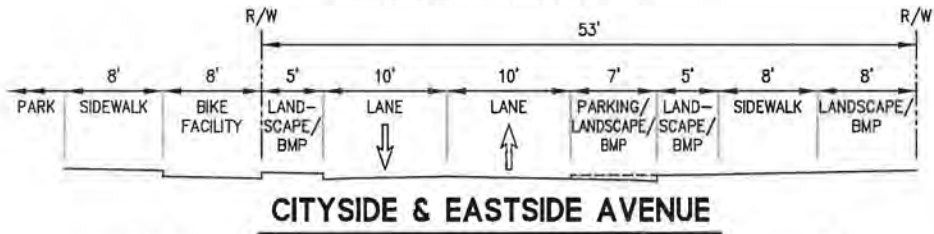
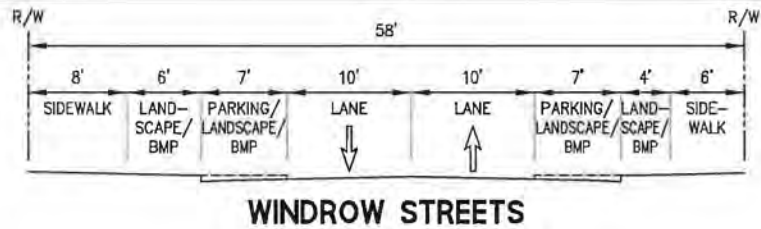


SECONDARY ARTERIAL

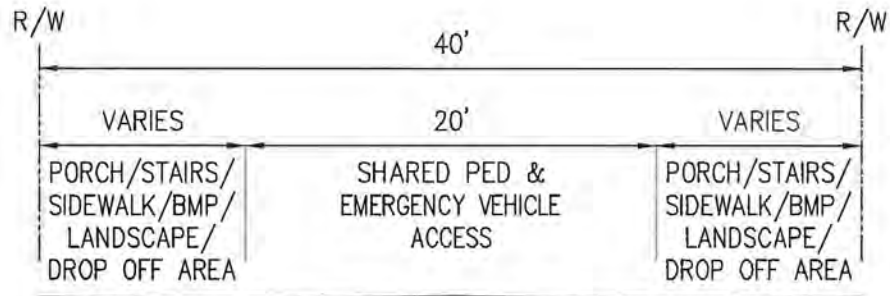


STREET KEY

Source: BKF Engineers, February 2011



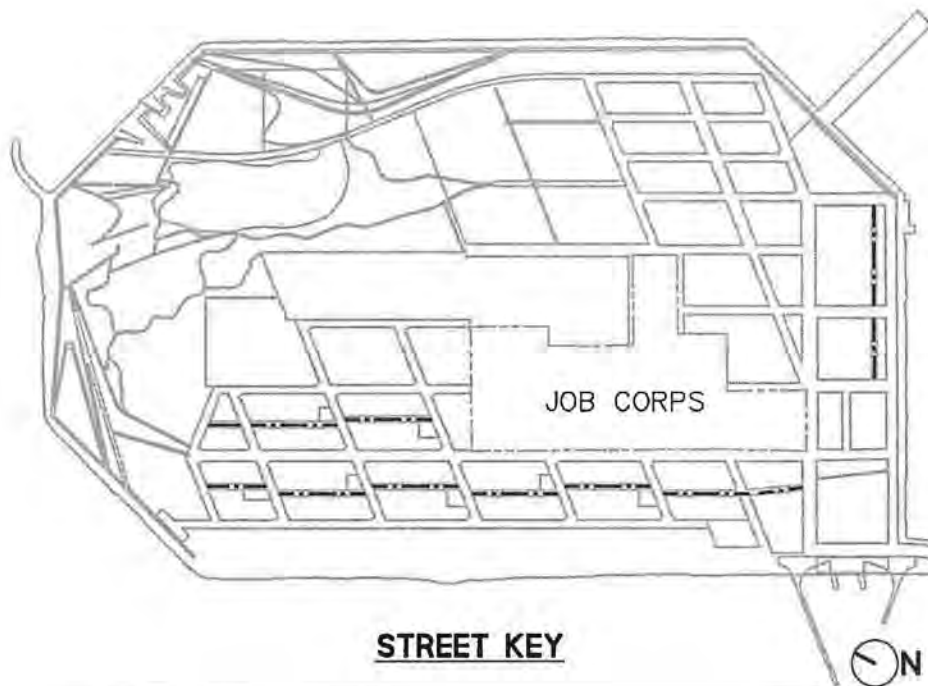
Source: BKF Engineers, February 2011



SHARED PUBLIC WAY

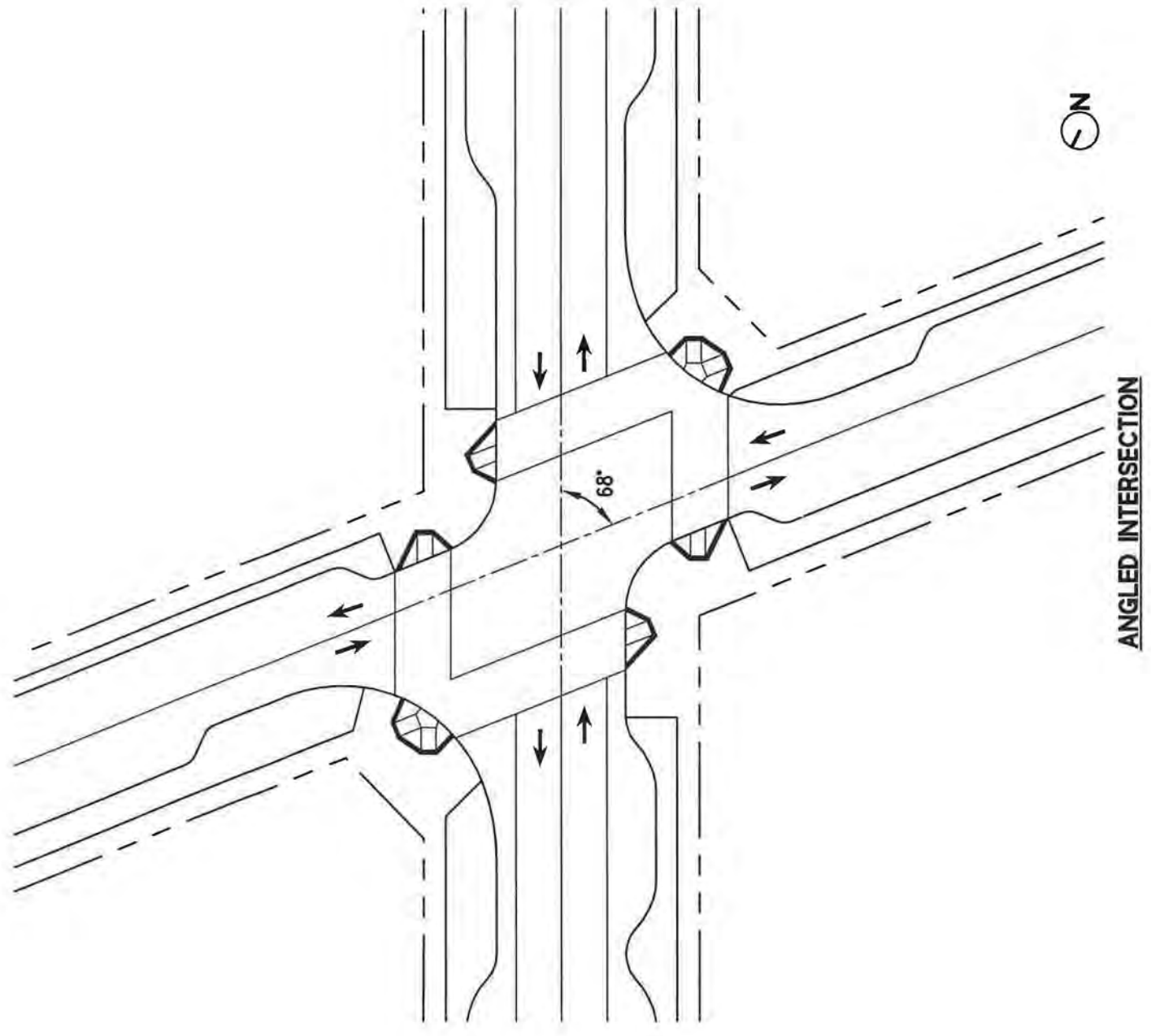
SHARED PUBLIC WAY (PEDESTRIAN FOCUSED)

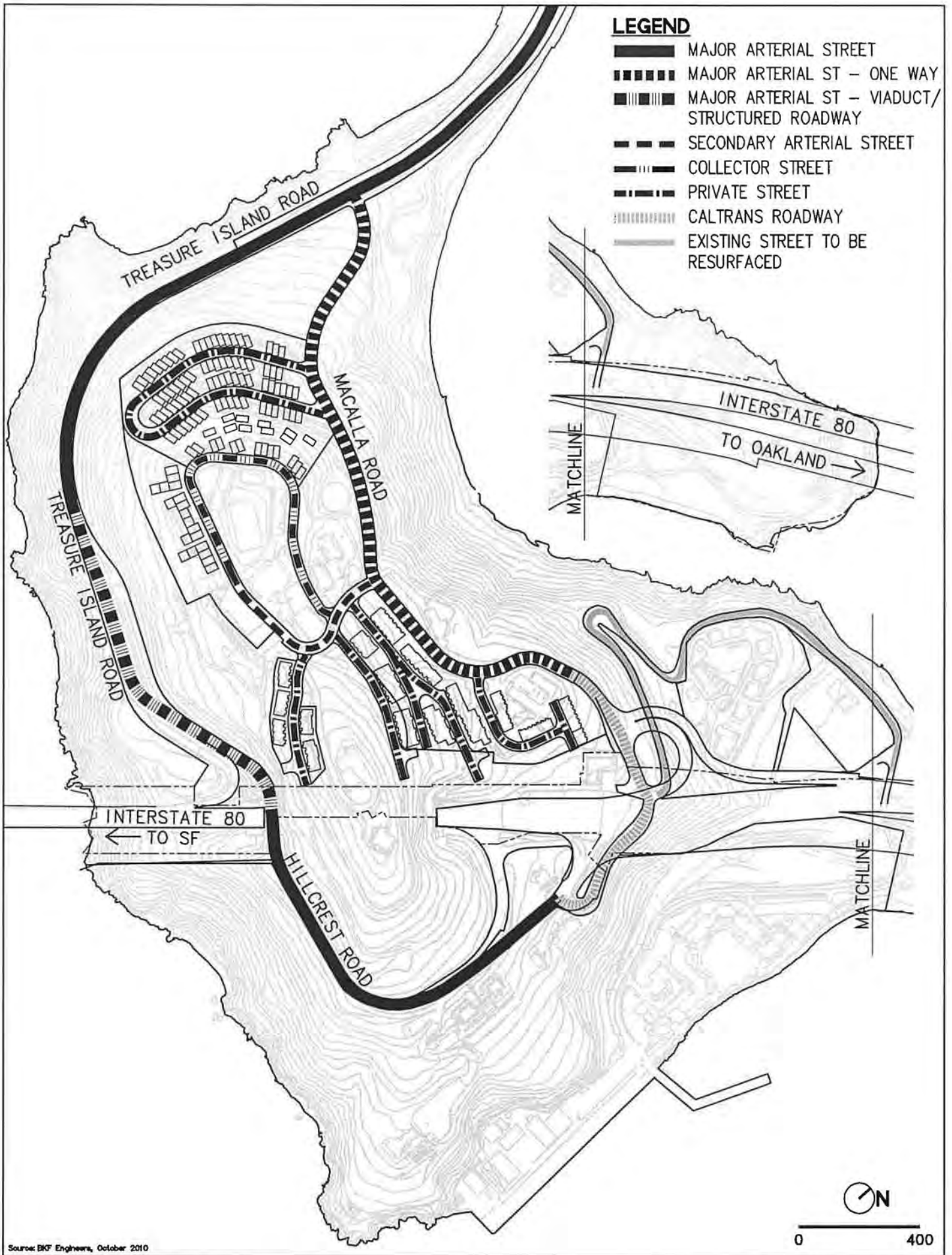
The Shared Public Way is a new street typology for the City of San Francisco being implemented on Treasure Island. It is meant to favor pedestrian activity with limited vehicular access and low vehicle speeds. Shared Public Ways prioritize pedestrian use of the entire right-of-way while allowing occasional slow-moving vehicles to access local land uses and parking, and provide necessary services. Treasure Island Shared Public Ways will be designed with special paving, a variety of amenities, landscaping, seating, and pockets of on-street loading (not parking), to create an environment that encourages public space use and slows occasional vehicles.



STREET KEY

Source: DKF Engineers, February 2011

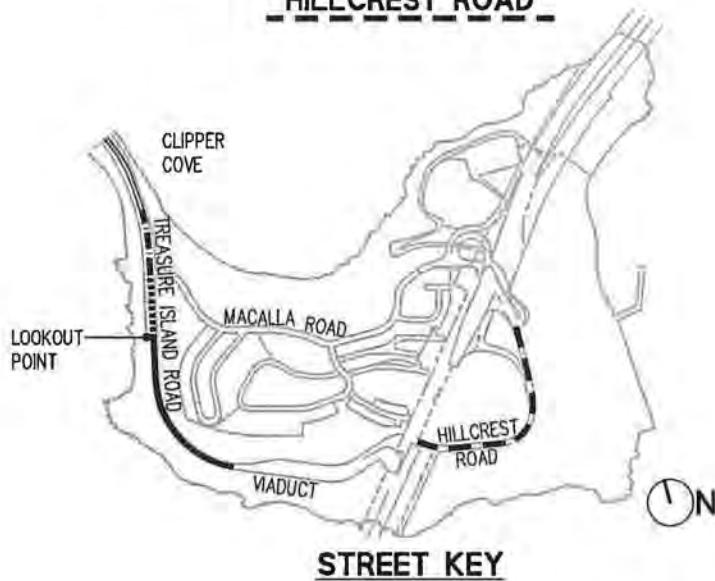
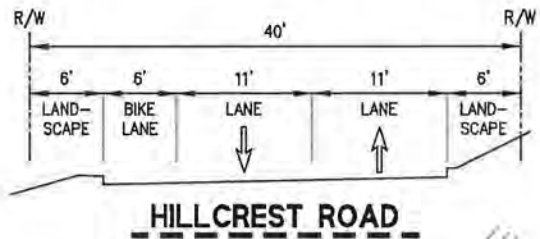
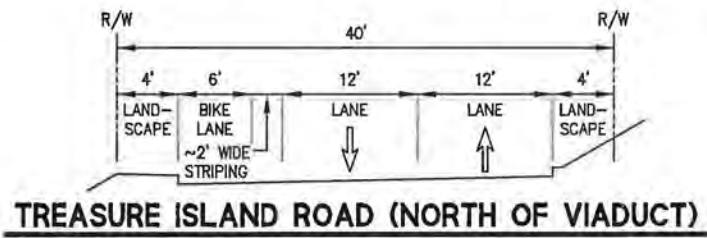
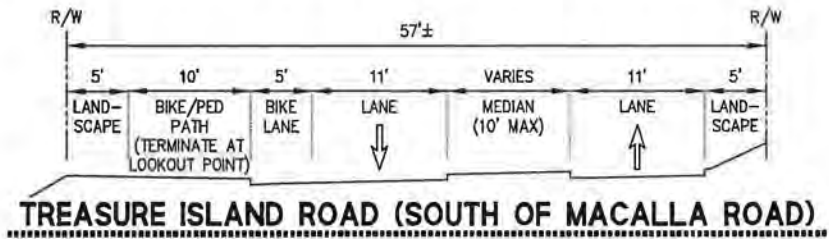
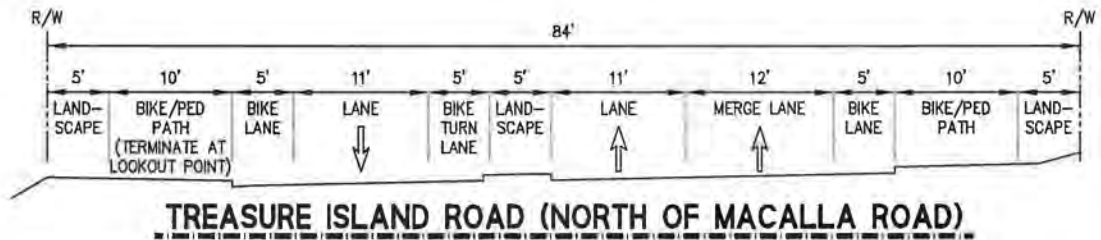
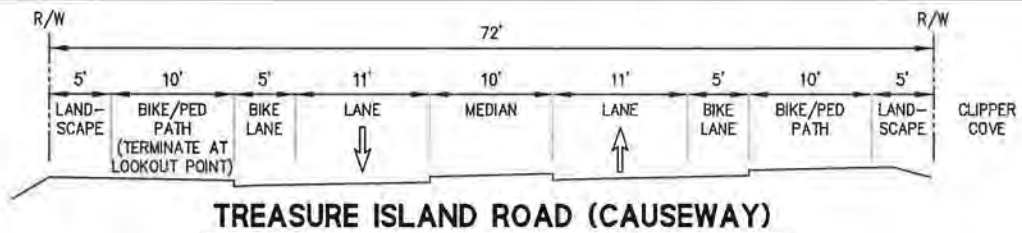




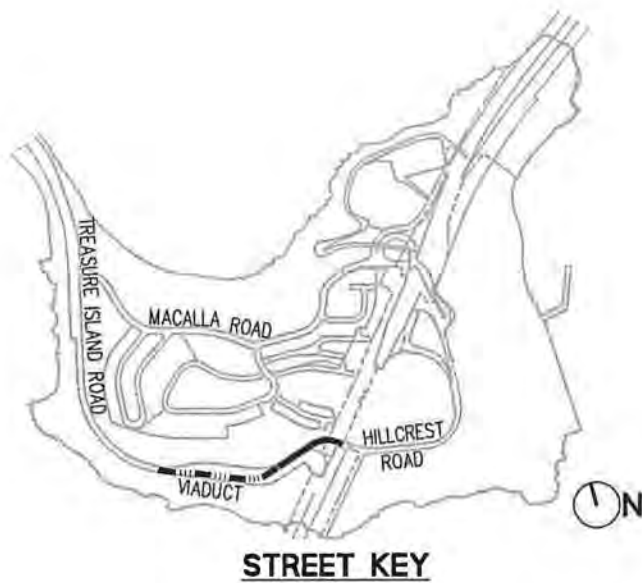
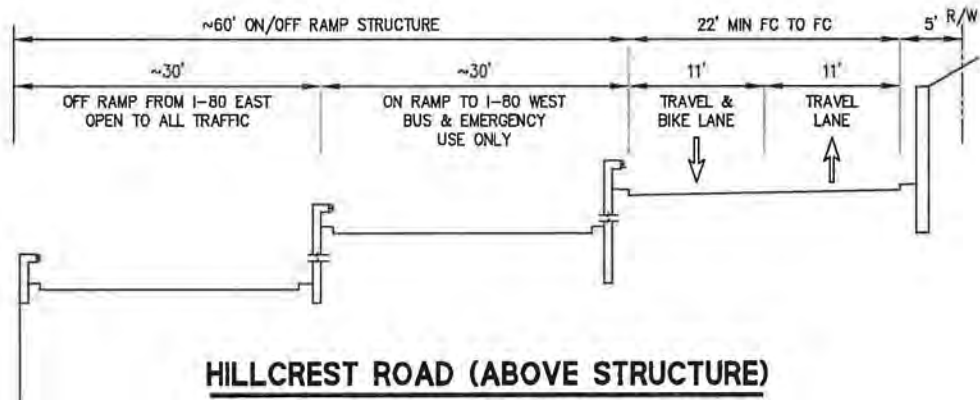
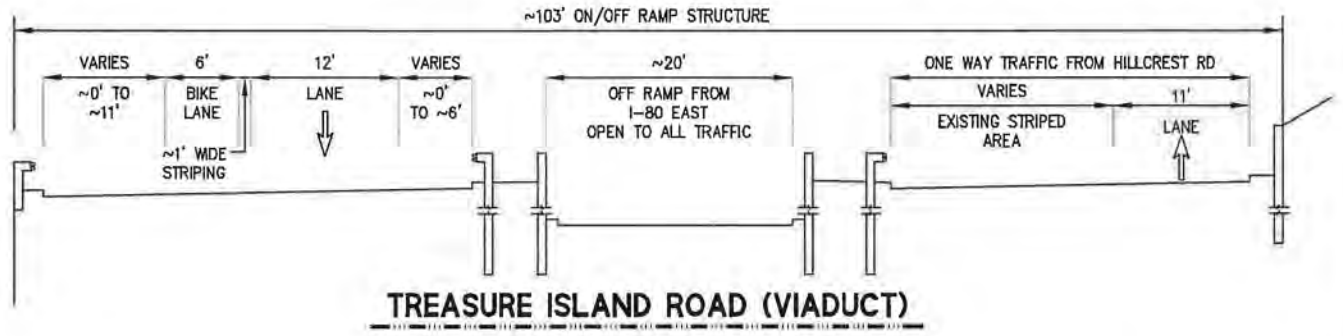
Source: BKF Engineers, October 2010

Treasure Island Infrastructure Plan

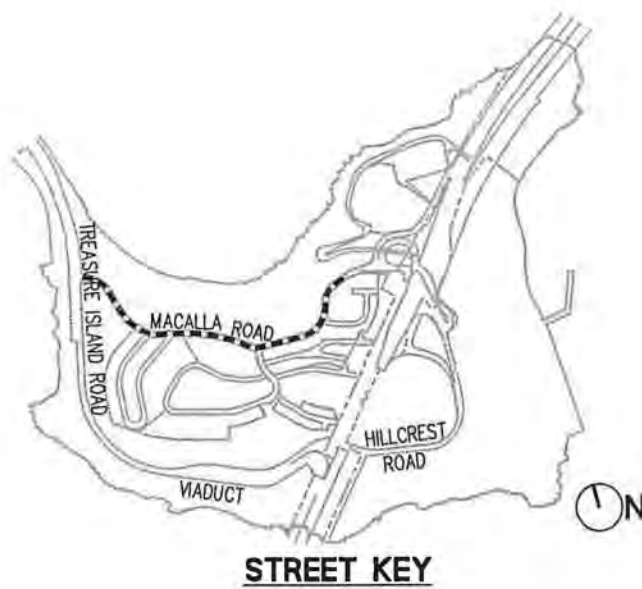
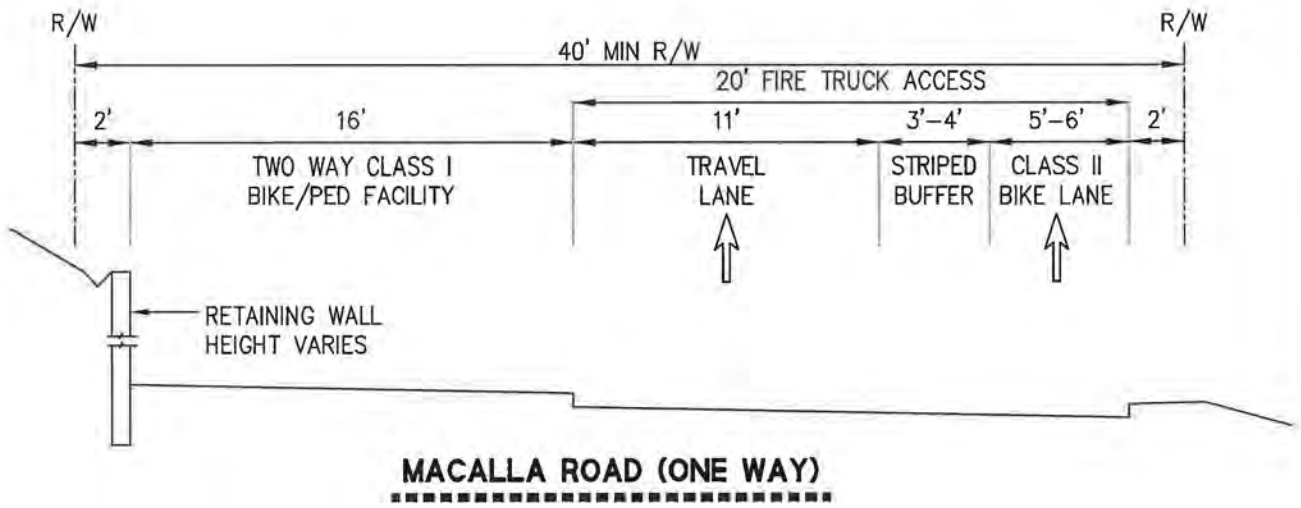
Figure 8.10: YBI Street Plan



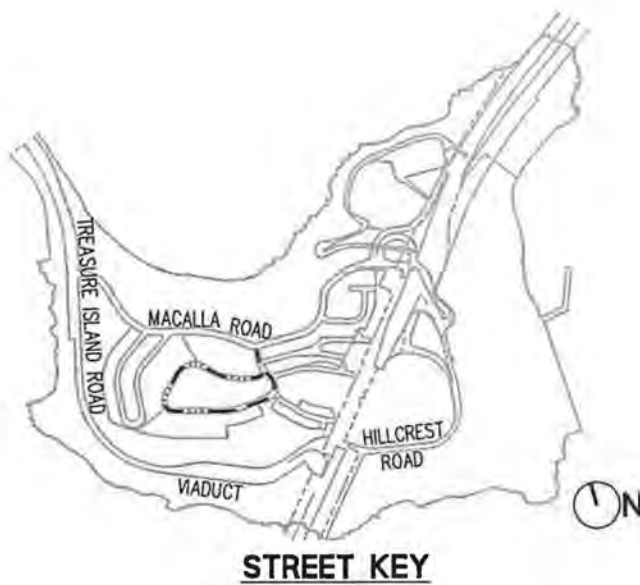
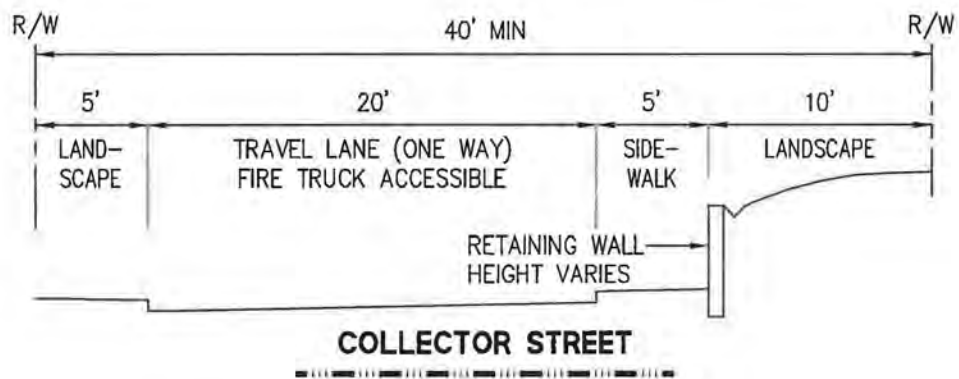
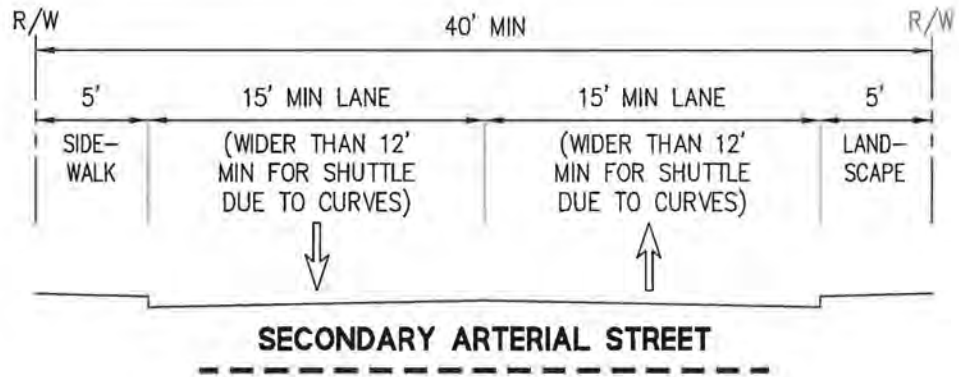
Source: BKF Engineers, February 2011

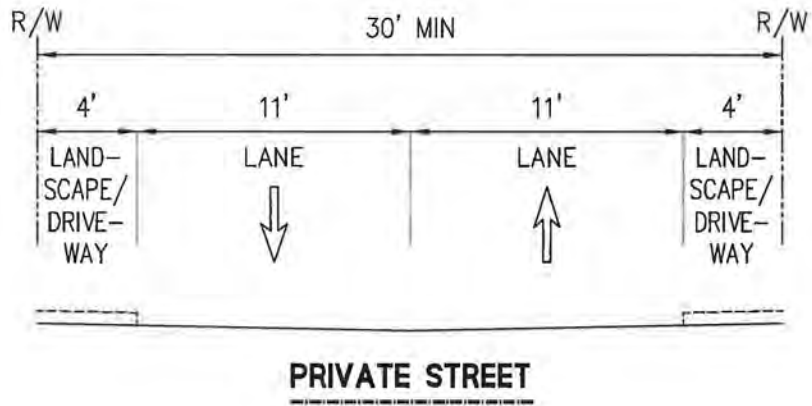


Source: BKF Engineers, October 2010

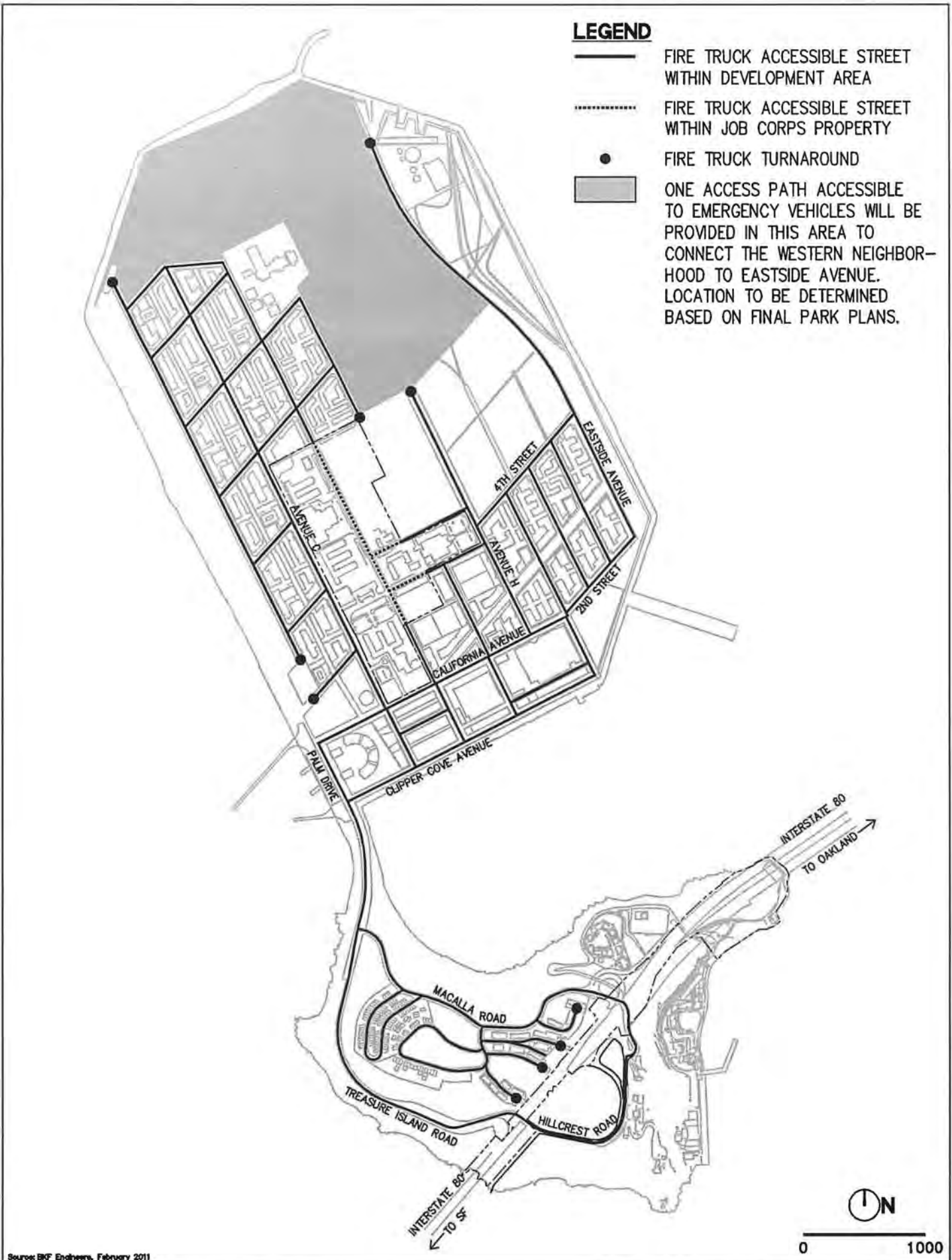


Source: BKF Engineers, October 2010

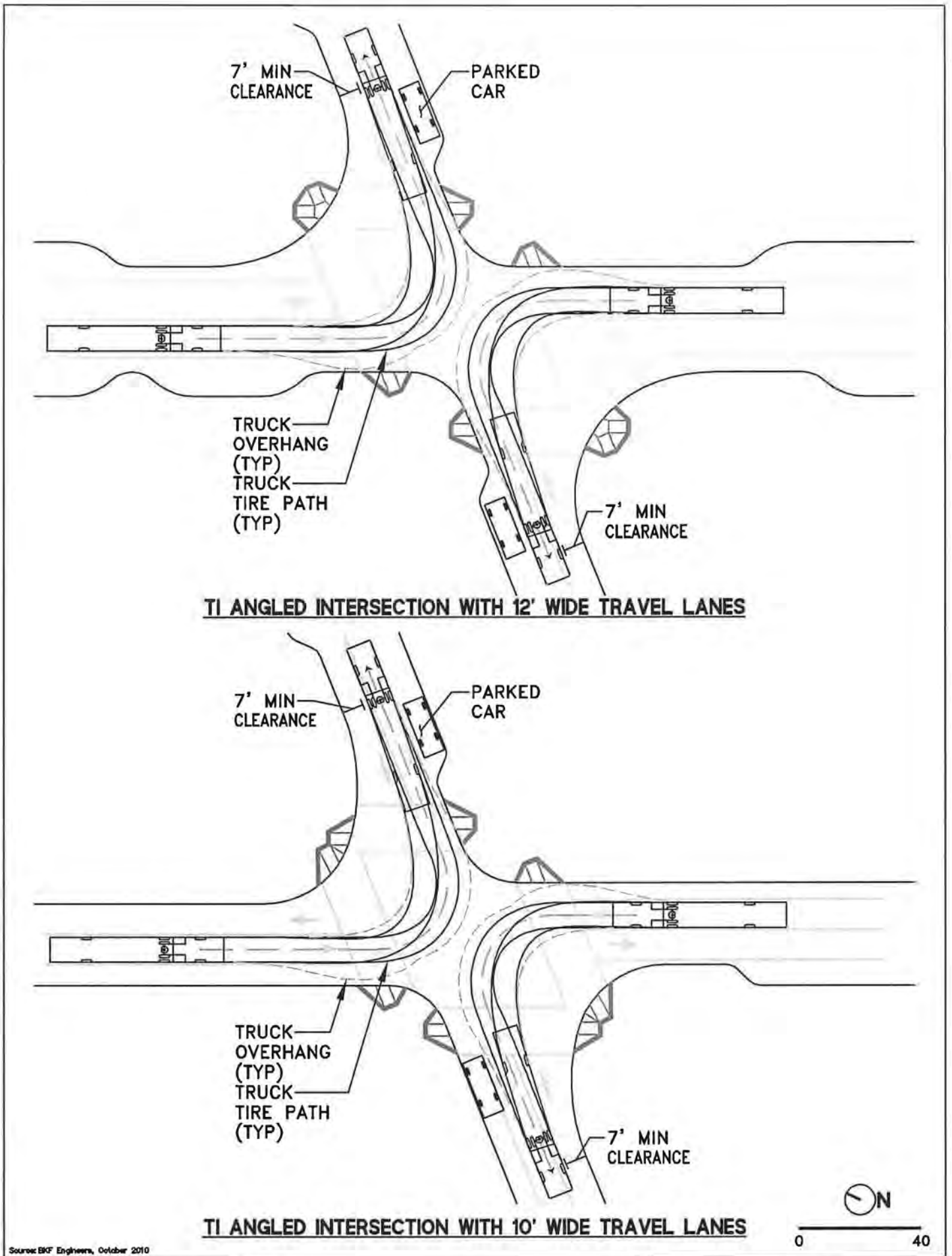




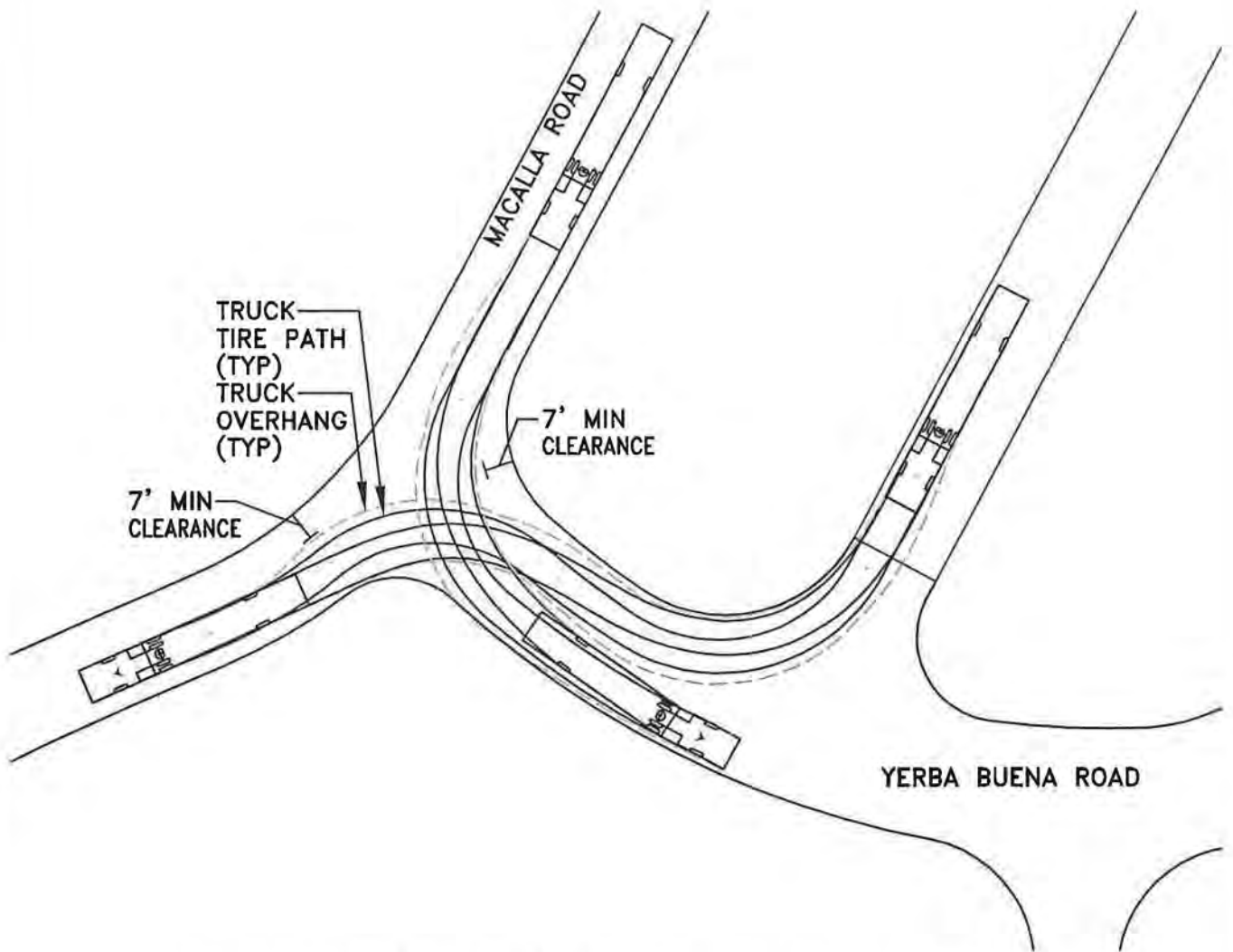
Source: BKF Engineers, October 2010



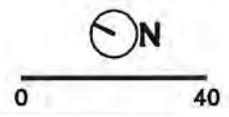
Source: BKF Engineers, February 2011

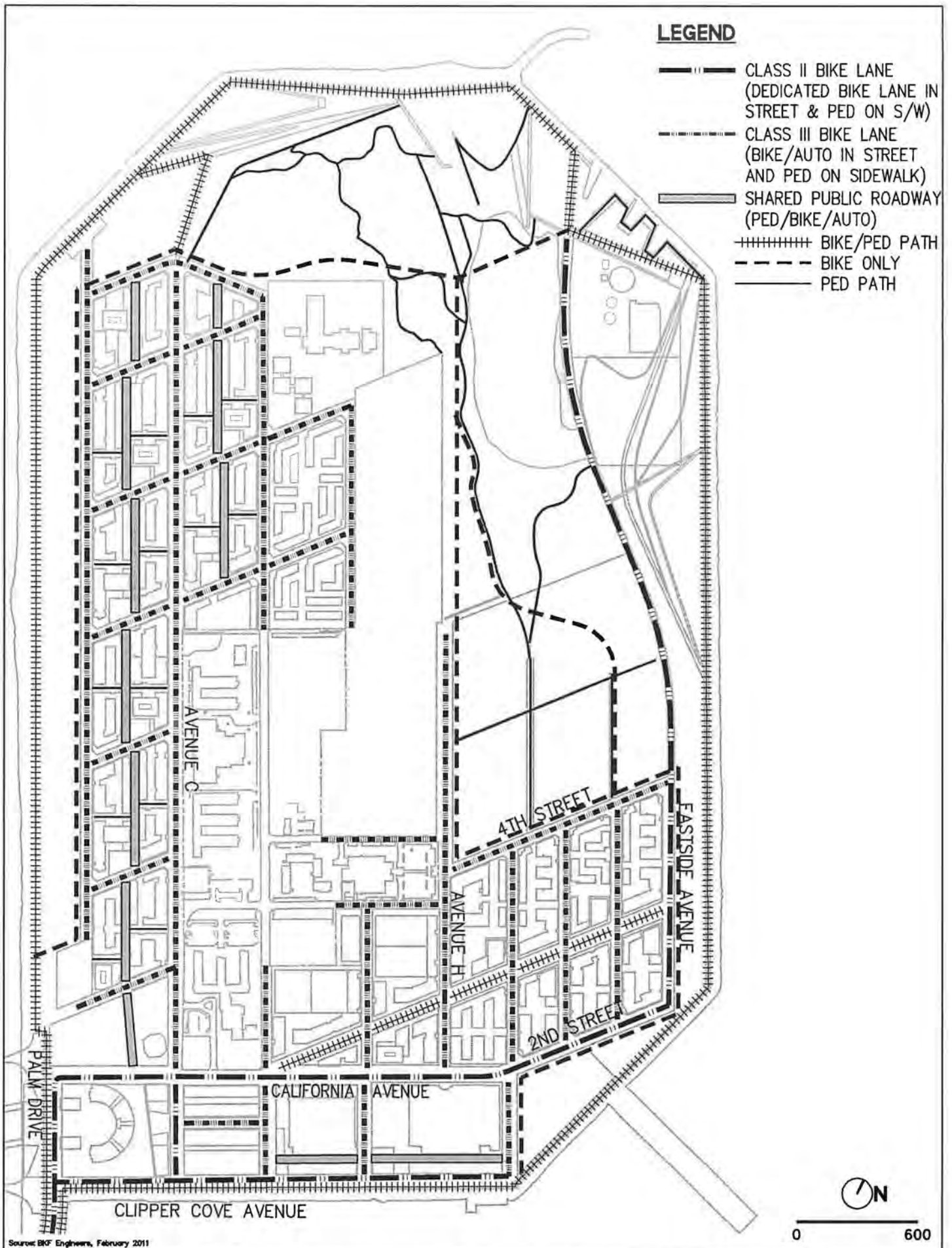


Source: BKF Engineers, October 2010



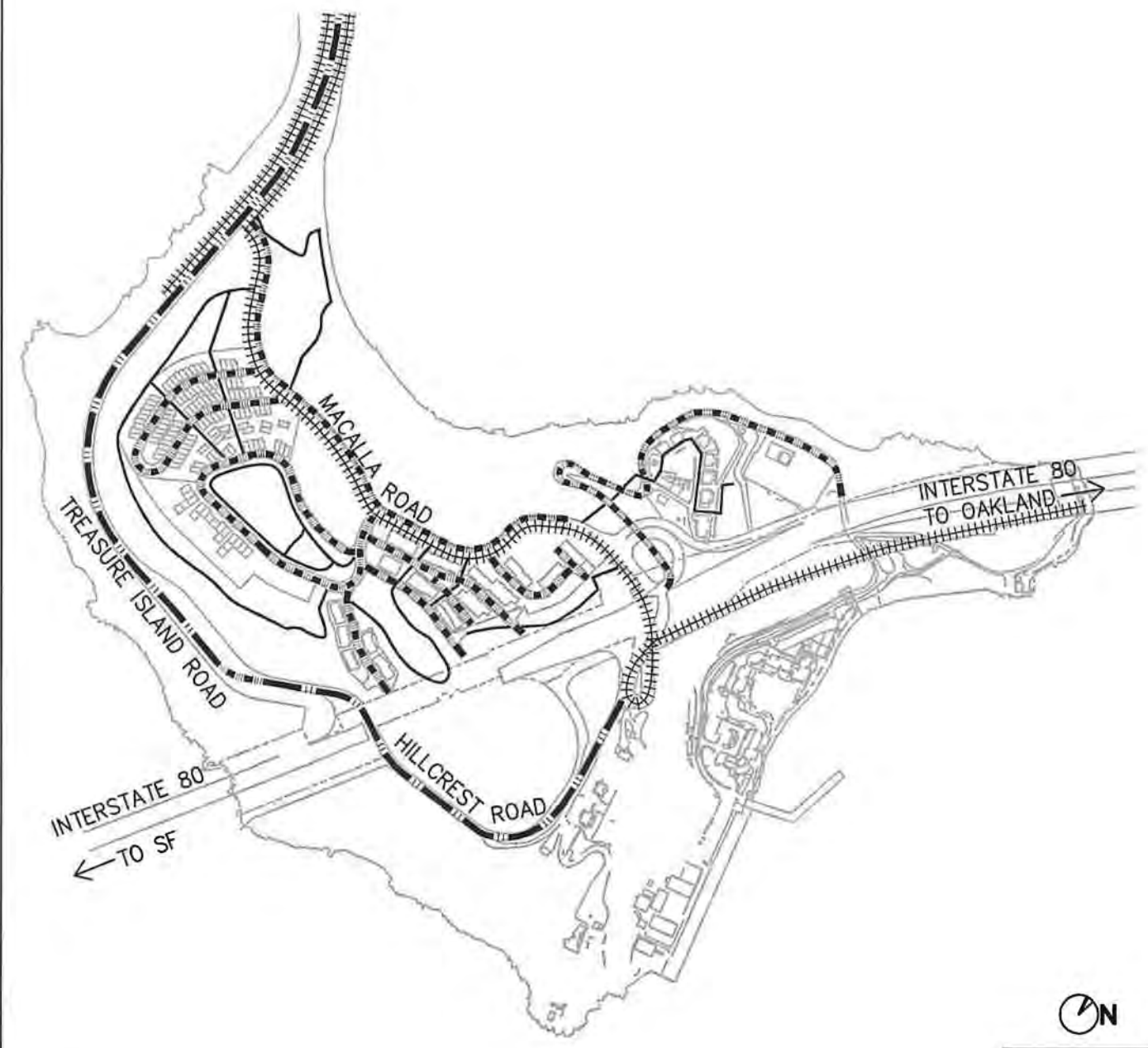
INTERSECTION AT MACALLA RD AND YERBA BUENA ROAD ON YBI



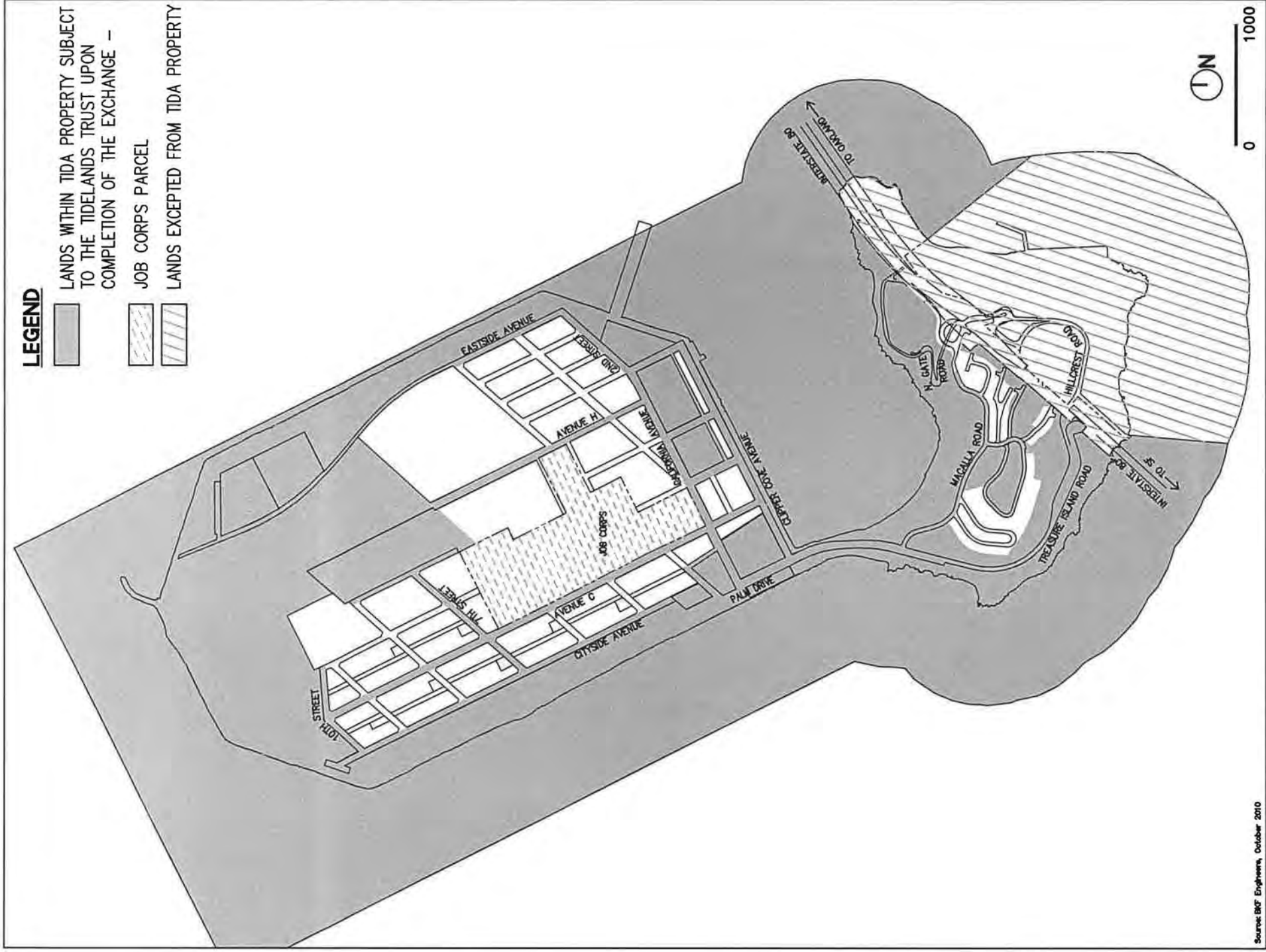


LEGEND

-
- CLASS II BIKE LANE
(DEDICATED BIKE LANE IN STREET & PED ON S/W)
- CLASS III BIKE LANE
(BIKE/AUTO IN STREET AND PED ON SIDEWALK)
- BIKE/PED PATH
- BIKE ONLY
- PED PATH



Source: BKF Engineers, February 2011



9. POTABLE WATER SYSTEM

9.1 Existing System

9.1.1 Existing Water Supply

There are two existing sources of water supply serving Treasure Island. The primary supply is provided by the San Francisco Public Utilities Commission (SFPUC) through an existing 10-inch diameter steel pipe attached to the western span of the Bay Bridge. Water is pumped across the bridge by a pumping station located at 475 Spear Street in San Francisco. The station contains four pumps each rated at 900 gallons per minute (gpm). The station can run a maximum of two pumps at a time for a maximum station output of 1,800 gpm.

The East Bay Municipal Utility District (EBMUD) provides the existing emergency supply of water. The Navy's emergency water line begins at an EBMUD meter located in Beach Street in Emeryville. From the EBMUD meter location, the Navy's 12-inch diameter ductile iron main runs to an existing pump station located at Pier E23 of the existing Bay Bridge in Oakland. Water is then pumped through a 12-inch diameter steel pipe attached to the eastern span of the Bay Bridge. This water supply charges the fire hydrants on the Bridge and is connected to the existing water tanks on YBI for an emergency backup water supply. The maximum flow rate for this system is reported to be 1,500 gpm. There is currently an agreement in place between EBMUD and the Navy that limits the average annual flow 61 gallons per minute to maintain water quality in the line on the bridge. Actual average annual flows are well below that limit, at approximately 35 gpm. The SFPUC will provide emergency water supply services to the Project. The Navy's emergency water line is intended to be transferred first to the Authority and ultimately to the SFPUC, subject to future negotiation and agreement. Once transferred the SFPUC will be responsible for the ownership and maintenance of the line and the agreement with EBMUD, as well as other improvements as necessary to provide emergency water supply services to the Project.

9.1.2 Existing Water Storage

There are currently four existing concrete reservoirs on Yerba Buena Island that service both Yerba Buena Island and Treasure Island. Combined they have a total design capacity of approximately 6.5 million gallons to serve as both the potable and fire protection water supplies for Treasure Island and Yerba Buena Island. However, all of the tanks are in varying states of disrepair and cannot operate to their full design capacity. The actual operating storage capacity

is approximately 1.9 million gallons with another 0.5 million gallons dedicated for fire protection. The design capacities, operating capacities, and operating elevations of the existing reservoirs are shown in Table 9.1.

Table 9.1 – Existing Reservoir Data

Reservoir Number	Design Capacity (million gallons)	Current Operating Capacity (million gallons)	Operating Elevation Range (NAVD88)	Primary Service
227	3.0	0.0	252.5 to 255.5	TI
162	2.0	1.3	322.0 to 327.0	YBI
168	0.5	0.5	356.0 to 359.0	Fire Reserve
242	1.0	0.6	247.0 to 251.0	TI/YBI

The elevations of the existing reservoirs provide an operating pressure of approximately 100-115 pounds per square inch (psi) on TI and 80 psi on YBI (pressures at the higher areas of YBI are achieved with booster pumps).

The existing operational water storage tanks will be utilized on an interim basis during the initial phases of the Project but will be replaced by the Developer before projected demands exceed the existing capacity.

9.1.3 Existing Water Distribution System

The two original piping systems for potable water and fire protection for the Islands was constructed in 1939 out of copper, galvanized steel, and asbestos cement pipe. In 1990, the Navy combined the two systems and replaced the pipe material with PVC pipe. Many of the individual building services and irrigation services originally constructed out of galvanized steel, however, have not been replaced. The relatively new PVC pipe system will be utilized on an interim basis during the initial phases of the Project, but will eventually be replaced at the full build out of the project.

9.2 Proposed Potable Water System

9.2.1 Proposed Water Demands

The potable water demand factors used for the Projects various land uses are shown in Table 9.2. The potable demands account for the use of water conserving fixtures in all buildings, the use of

recycled water for toilet flushing and other non potable water uses in commercial buildings, and the use of recycled water for irrigation uses where appropriate. The project will also use recycled water for appropriate plumbing fixtures in residential buildings to the extent permitted at the time of construction. Therefore two residential demand factors have been included; 1) without recycled water for toilet flushing in residential buildings, and 2) with recycled water for toilet flushing in residential buildings.

The total estimated water demands for the Project land uses are shown on Table 9.3 (without recycled water use in residential units for toilet flushing) and Table 9.4 (with recycled water use in residential units for toilet flushing). These tables include the demands for the Project as well as the existing demands for the Department of Labor and the Coast Guard.

Table 9.5 includes a summary of the average daily demands and maximum day demands for potable water with, and without, the use of recycled water in the residential units. Because of the size of the proposed Project, the relatively homogeneous use, and the use of recycled water for the irrigation needs, the project will use a maximum day demand factor of 1.2 times the average daily demand.

Table 9.2 – Treasure Island Project Potable Water Demand Factors

Land Use	Potable Water Demand Factor	Notes
Residential (w/o recycled water)	116.5 gallons per day per unit (50 gallons per resident per day * 2.33 residents per unit)	SFPUC 2030 water conserving projections Resident./unit based on SFPUC Demands Report
Residential (w/ recycled water)	101.6 gallons per day per unit (additional 14.9 gpd/u of rec. water for toilet flushing) (43.6 gallons per resident per day * 2.33 residents per unit)	SFPUC 2030 water conserving projections Resident/unit based on SFPUC Demands Report
Hotel	265 gallons per day per room (additional 7gpd/room of rec. water for toilet flushing)	AWWA Standard
Office / Retail / Commercial	0.07 gallons per day per square feet (additional 0.0344 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Adaptive Reuse	0.07 gallons per day per square feet (additional 0.0344 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / 43,560 square feet per acre))	
Open Space	100 gallons per day per acre (additional 180,000 gpd for irrigation demand)	Includes misc. drinking fountains, bathrooms, etc.
Misc. Structures	0.07 gallons per day per square feet (additional 0.025 gpd/sf of recycled water) (1 person per 200 square feet * 15 gallons per person per day)	Includes miscellaneous structures in open space, and YBI historic structures
Marina	50 gallons per day per slip	Day use only (no live-aboard)
School	0.20 gallons per day per square feet (1 student per 100 square feet * 20 gallons per student per day)	
Police/Fire Station	0.13 gallons per day per square feet (additional 0.067 gpd/sf of recycled water) (400 persons per day for 30,000 square feet * 10 gallons per person per day)	
Misc. Small Community Facilities	0.07 gallons per day per square feet (additional 0.0344 gpd of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Pier 1 Community Center	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Sailing Center	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Museum	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Department of Labor	111,254 gallons per day (Based on actual demands provided by SFPUC)	
Coast Guard Facility	17,000 gallons per day (Based on actual demands provided by SFPUC)	
Utility Facilities	0.07 gallons per day per square feet (additional 0.034 gpd/sf of recycled water) ((30 persons per acre * 100 gallons per person per day) / (43,560 square feet per acre))	
Urban Farm	100 gallons per day per acre	

Table 9.3 - Treasure Island Project Water Demand (without recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Demand (gpm)	Maximum Daily Demand (gpm)	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)
Residential	8,000	Units	932,000	647	777	30,000	0
Hotel	500	Rooms	132,500	92	110		3,500
Office	100,000	sf	7,000	5	6		3,500
Retail	140,000	sf	9,800	7	8		4,900
Adaptive Reuse, General	244,000	sf	17,080	12	14		8,540
Adaptive Reuse, Retail	67,000	sf	4,690	3	4		2,345
Open Space	300	ac	30,000	21	25	180,000	0
Miscellaneous Structures	75,000	sf	5,625	4	5		1,875
Marina	400	Slips	20,000	14	17		0
Treasure Island School	105,000	sf	21,000	15	18		0
Police/Fire	30,000	sf	4,000	3	3		2,000
Misc. Small Community Facilities	13,500	sf	945	1	1		473
Pier 1 Community Center	35,000	sf	2,450	2	2		1,225
TI Sailing Center	15,000	sf	1,050	1	1		525
Museum	75,000	sf	5,250	4	4		2,625
Department of Labor (DOL)			111,542	77	93		0
Coast Guard Facility			17,000	12	14		0
Utility Facilities	14,000	sf	980	1	1		490
Urban Farm	20	ac	2,000	1	2	60,000	0
Totals			1,324,912	920	1,104	270,000	31,998

Table 9.4 - Treasure Island Project Water Demand (with recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Demand (gpm)	Maximum Daily Demand (gpm)	Average Daily Irrigation Demand (gpd)	Average Daily Building Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	812,704	564	677	30,000	119,296
Hotel	500	Rooms	132,500	92	110		3,500
Office	100,000	sf	7,000	5	6		3,500
Retail	140,000	sf	9,800	7	8		4,900
Adaptive Reuse, General	244,000	sf	17,080	12	14		8,540
Adaptive Reuse, Retail	67,000	sf	4,690	3	4		2,345
Open Space	300	ac	30,000	21	25	180,000	0
Miscellaneous Structures	75,000	sf	5,625	4	5		1,875
Marina	400	Slips	20,000	14	17		0
Treasure Island School	105,000	sf	21,000	15	18		0
Police/Fire	30,000	sf	4,000	3	3		2,000
Misc. Small Community Facilities	13,500	sf	945	1	1		473
Pier 1 Community Center	35,000	sf	2,450	2	2		1,225
TI Sailing Center	15,000	sf	1,050	1	1		525
Museum	75,000	sf	5,250	4	4		2,625
Department of Labor (DOL)			111,542	77	93		0
Coast Guard Facility			17,000	12	14		0
Utility Facilities	14,000	sf	980	1	1		490
Urban Farm	20	ac	2,000	1	2	60,000	0
Totals			1,205,616	837	1,005	270,000	151,294

Table 9.5 Summary of Average and Maximum Daily Potable Water Demands

Description of Demand	w/o	w/
	Recycled Water in Residential Units mgd (gpm)	Recycled Water in Residential Units mgd (gpm)
Average Daily Demand	1.32 (920)	1.21 (837)
Maximum Daily Demand	1.59 (1,104)	1.45 (1,005)

9.2.2 Proposed Water Supply

9.2.2.1 Primary Water Supply

The existing SFPUC pump station in San Francisco and 10-inch line on the western span of the Bay Bridge are adequate to provide the required water supply to the project at full build out and will continue to be the primary supply of water to Treasure Island. As with other water systems in the City, the SFPUC will continue to monitor the condition of this system and perform routine maintenance and repairs to ensure reliable service to the islands.

9.2.2.2 Emergency Water Supply

The emergency water supply to Treasure Island will continue to be from the EBMUD service in Oakland. Caltrans' construction of the new eastern span of the Bay Bridge, the Eastern Span Seismic Safety Project (ESSSP), is requiring modifications to the EBMUD service near the bridge abutment in Oakland and across the bridge. The new improvements will include:

- Relocation of the water main to the new Bay Bridge abutment.
- New pump station near the new Bay Bridge abutment in Oakland.
- New 12-inch diameter water line on the new Bay Bridge
- New stub and shut off valve on YBI near column W-2 of the new Bay Bridge structure.

The SFPUC will provide emergency water supply services to the Project. Subject to future negotiation and agreement, it is intended that the SFPUC will construct, or reimburse Caltrans, for all of these items separately and they are not considered part of this project. The Developer will construct the extension of the emergency water line from column W-2 to the water tanks on YBI.

The EBMUD emergency system will be capable of delivering approximately 1,800 gpm during emergency conditions. The system will continue to operate within the existing limit of 61 gpm in average annual flow. This modest routine use is needed to maintain the water quality in the line across the Bay Bridge. If transferred to the City, the

SFPUC will continue to monitor the condition of this system and perform routine maintenance and repairs to ensure reliable service to the Islands.

9.2.3 Proposed Potable Water Storage

For the following discussion, all tank volumes described refer to “operational storage” that can be drawn from the tank at any given time. All tanks will require an additional amount of “dead storage” that cannot be accessed under normal operations.

The storage volume requirement for Treasure Island will be 2 days of maximum daily demand plus 4 hours of fire flow. The existing water storage tanks will be utilized on an interim basis during the initial phases of the Project but will eventually be replaced by the Developer before the project storage requirements exceed the existing volume available. The new water storage tanks will be sized to serve both the proposed new uses, as well as the existing uses that will remain.

Based on the maximum daily demand of 1.59 mgd and a fire flow of 3,500 gpm, the total water storage required for the full build out of the project is 4.02 million gallons. This volume assumes recycled water will not be allowed in the residential buildings. If recycled water is allowed within the residential buildings at the time the water tanks are constructed, the total volume will be reduced to 3.73 million gallons (1.45 mgd maximum daily demand plus 4 hours of fire flow).

In addition to the normal storage requirements described above, the storage design will also need the ability to accommodate the maintenance of storage tanks. During maintenance, one tank, or portions of a tank, will need to be taken out of service. During these regularly scheduled maintenance periods the SFPUC requires the Treasure Island project to maintain a minimum storage of 1 day maximum daily demand plus 4 hours of fire storage, or approximately 2.43 million gallons of storage, at all times.

In order to meet the emergency and maintenance storage requirements, the Developer will design and construct two tanks on YBI pursuant to SFPUC standards. The proposed tank locations are shown on Figure 9.1. The existing 1.0 million gallon, circular, steel water storage tank adjacent to Macalla Road will be replaced with a new 1.0 million gallon, above grade, circular, steel water storage tank in the existing location. The remainder of the storage will be in a 3.02 million

gallon water storage tank located at a higher elevation on YBI. Two locations are being considered for this tank as shown on Figure 9.1. The final location of this tank will be determined with the Sub-Phase application that requires the addition of the tank. The 3.02 million gallon tank will be divided into two 1.51 million gallon cells to accommodate maintenance and provide a minimum of 2.51 million gallons of storage at all times during maintenance. Together, the two tanks will provide 4.02 million gallons of storage.

The upper storage tank (3.02 million gallons) will be supplied by water pumped directly from the 10-inch supply line from San Francisco, and the back up supply from EBMUD during emergencies. Supply to the lower, 1.0 million gallon tank will flow from the 3.02 million gallon tank by gravity. Because of the elevation of the 1.0 million gallon tank, it is likely that there will need to be a pressure-reducing valve between the tank and the Treasure Island service area. The upper storage tank is not high enough to provide service with adequate pressure to the upper portions of YBI. Therefore, the Developer will design and construct a booster pump station with redundant pumps, alarm system, emergency generator, and hydropneumatic tank near the upper tank to provide fire flow and potable demands to these YBI areas.

9.2.4 Proposed Potable Water Distribution System

The Developer will be responsible for the design and construction of the proposed potable water distribution system. The California Code of Regulations, Title 22, requires that the water distribution system be capable of delivering the maximum daily demand coincident with the required fire flow. Based on the demand calculations described above, the proposed water system will be designed to deliver the maximum daily demand of 1,104 gpm (assumes no recycled water for toilet flushing in residential units) along with the design fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch at the fire hydrant outlets on the Island. Because of the elevations of the water tanks on YBI, the distribution system will include pressure-reducing valves at strategic locations to control the pressures at the lower elevations.

The Developer will replace the existing water distribution system in phases with a new water system. The pipe material for the new mains will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. A conceptual layout of the proposed potable water distribution

system is shown on Figure 9.2.

Flexible connections or other flexible system designs will be utilized where differential settlement may be of concern due to long term settlement anticipated due to secondary compression of the soils or minimal amounts of remaining liquefaction due to seismic events. Final designs to be reviewed by SFPUC.

9.2.4.1 Location of Distribution System within New Streets

Figure 9.3 shows the typical alignment of the new water system within the proposed streets.

9.2.4.2 Potable Water System Design Criteria

The design criteria used for the development of the potable water system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Potable Water Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the potable water system will be generally consistent with this Infrastructure Plan and the Potable Water Technical Memorandum.

9.3 Potable Water Fire Protection

The potable water system will be the primary fire water supply for the Island. The recycled water system will provide a supplemental fire water supply as described in Section 11.

The potable water system will be designed to provide the maximum daily demand plus a design fire flow of 3,500 gpm. The 3,500 gpm fire flow will provide adequate fire protection for the new construction. The existing historical structures to remain will be retrofitted with appropriate fire protection systems when they are remodeled for commercial use and will be designed based on the 3,500 gpm flow available. The 3,500 gpm fire flow is more than the existing system provides to the Job Corps and Coast Guard. Upgrades to existing building systems on the Job Corps and Coast Guard campus are not part of this project.

The Developer will coordinate with the SFFD for the final location of potable water fire hydrants around the Project.

9.4 Coast Guard and Job Corps

The Developer will not replace the water facilities within the Coast Guard and Job Corps properties. The Developer will construct the new systems, including connection and/or transition facilities, up to the boundary of these two property owners and connect to their existing systems to maintain the existing water services.

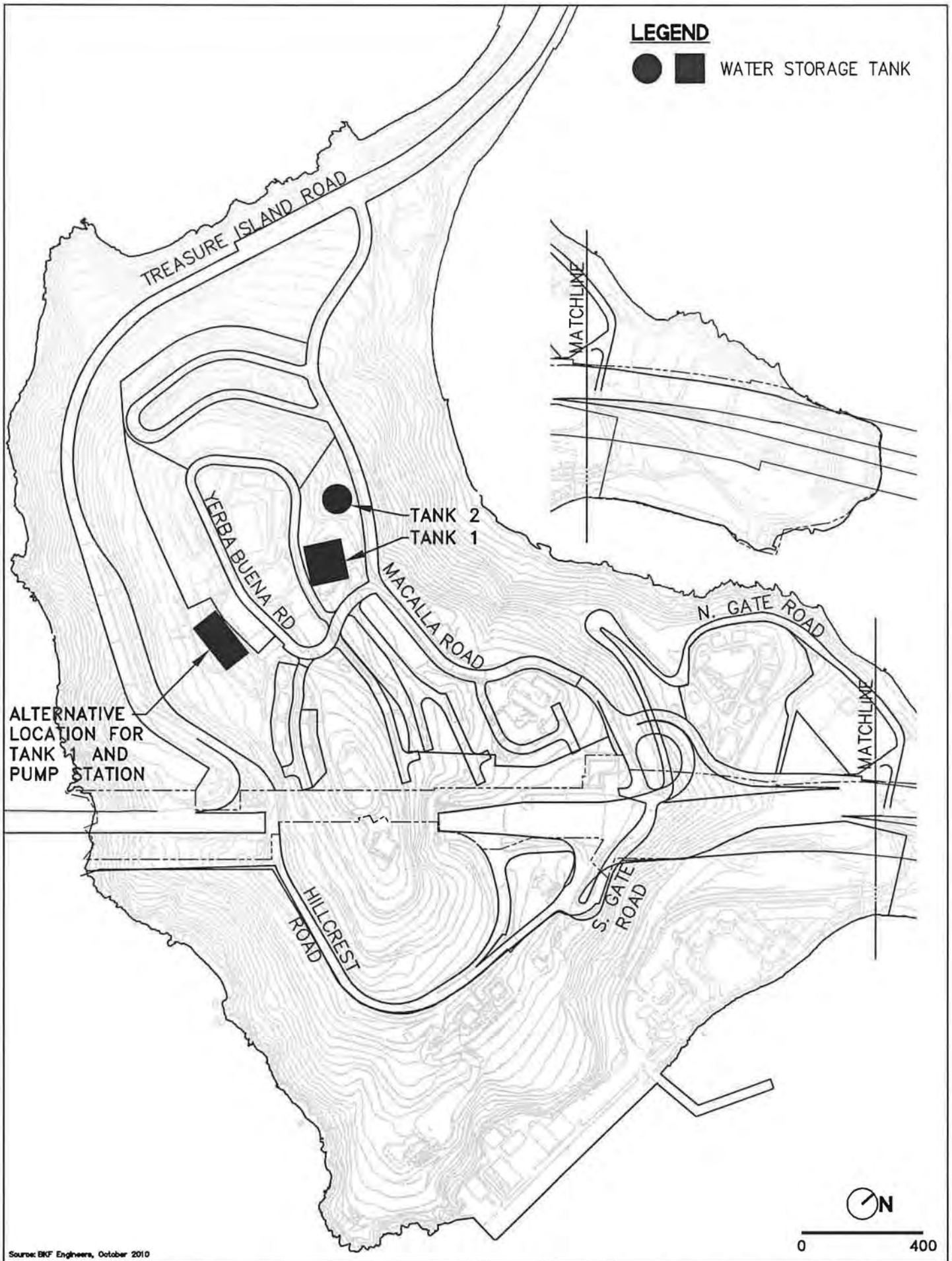
9.5 Phases for Potable Water System Construction

The Developer will design and install the new potable water system in phases to match the Sub-Phase of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phase will connect to the existing systems as close to the edge of the Sub-Phase area as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing water distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer.









The existing operational water storage tanks will be utilized during initial phases of the Project. The Developer will replace and/or add storage tanks to meet the projected demand before the phases of the Project result in water demand that exceeds the operational capacity of the existing storage tanks. The Authority or the SFPUC will be responsible for maintenance of existing potable water facilities until replaced by the Developer. The SFPUC will be responsible for the new potable water facilities once construction of the Sub-Phase or new potable water facility is complete and accepted by the SFPUC.

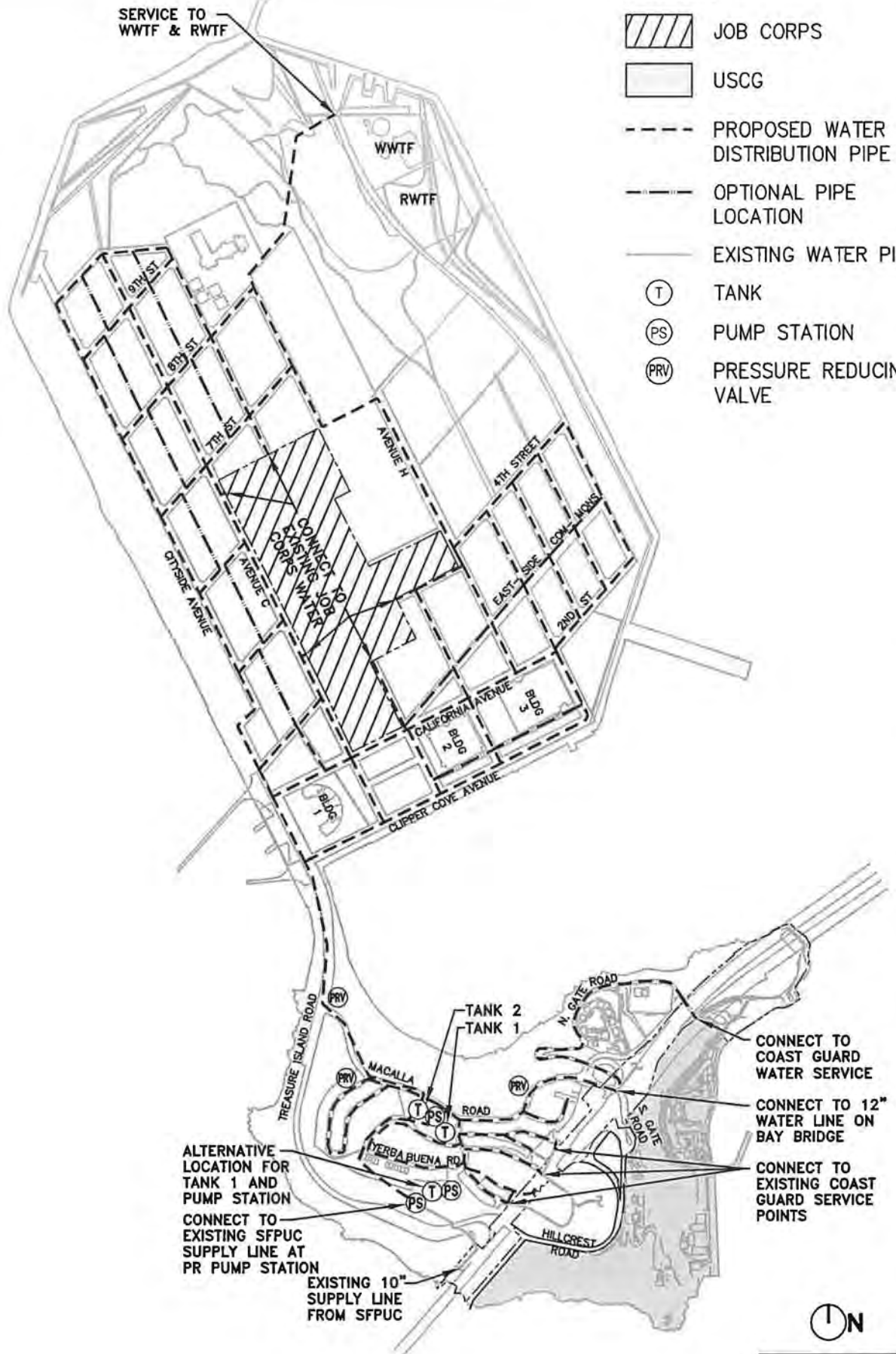
The Developer will provide an existing conditions report for the existing water mains scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the original water mains, and/or newly installed water

mains on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

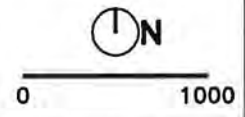


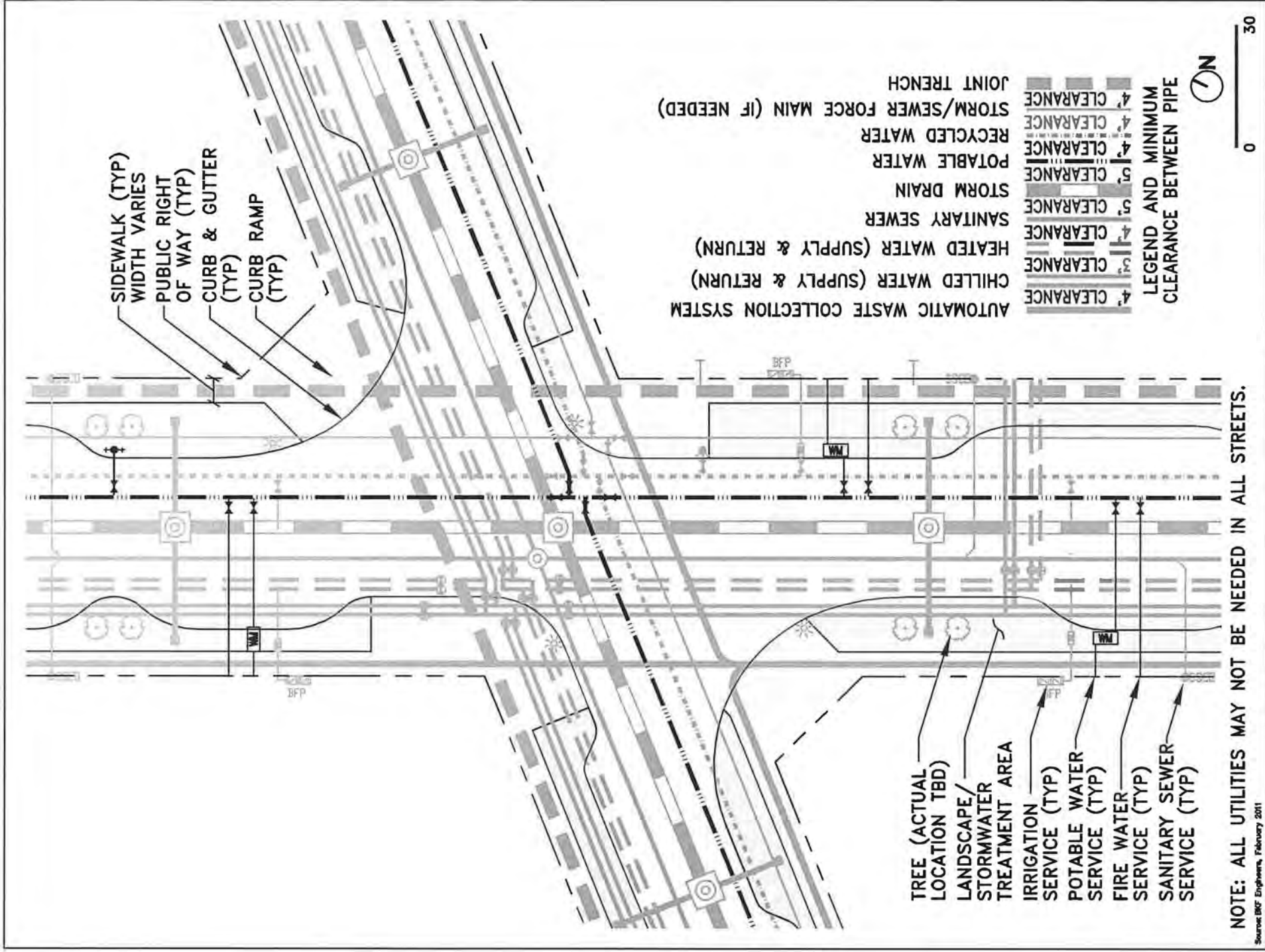
LEGEND

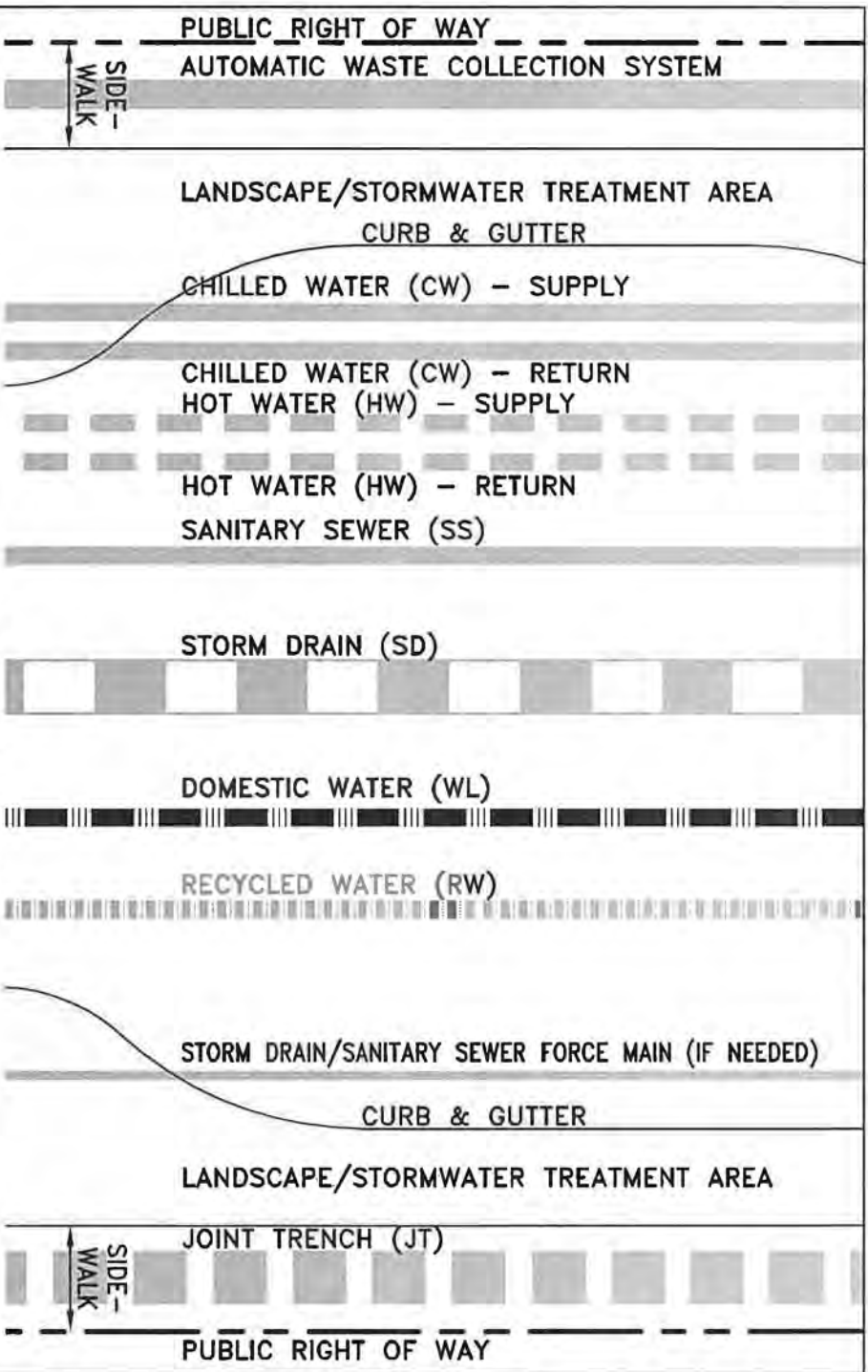
-  JOB CORPS
-  USCG
-  PROPOSED WATER DISTRIBUTION PIPE
-  OPTIONAL PIPE LOCATION
-  EXISTING WATER PIPE
-  TANK
-  PUMP STATION
-  PRESSURE REDUCING VALVE



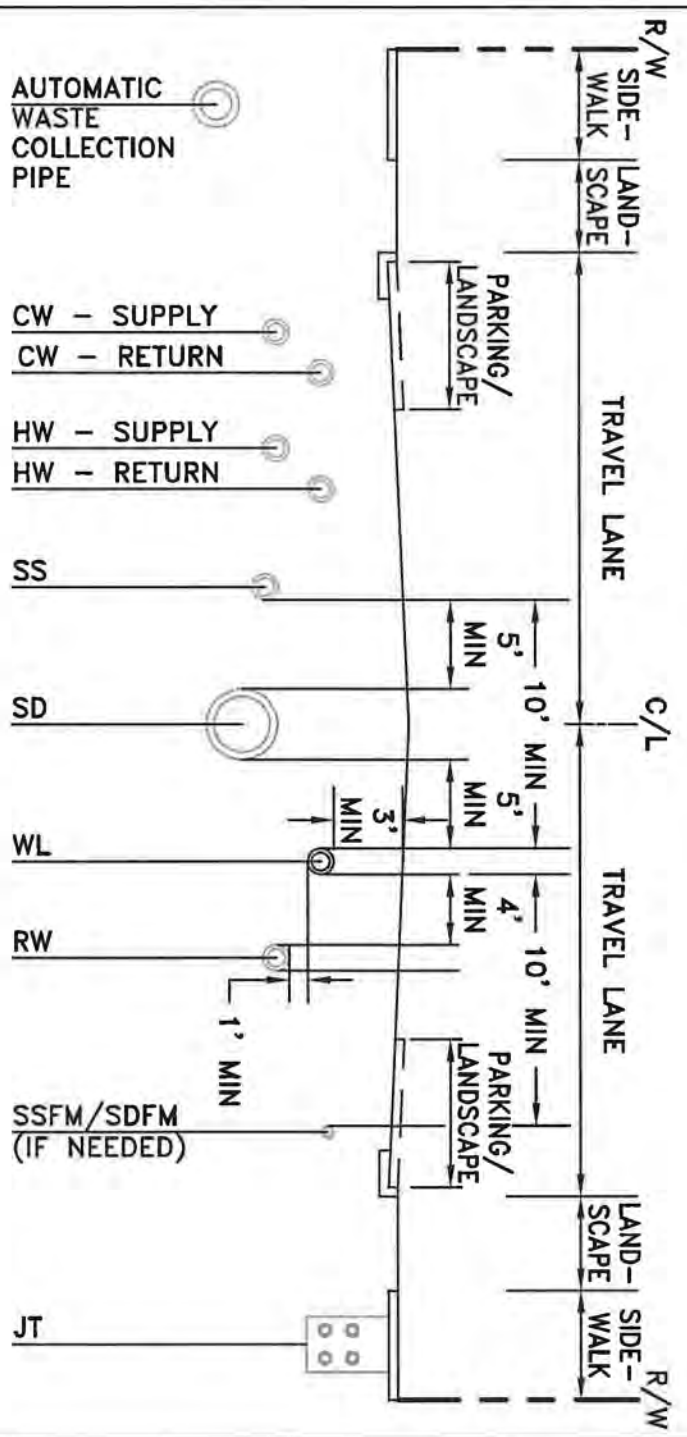
Source: BKF Engineers, October 2010







POTABLE WATER IN STREETS
1"=10'



TYPICAL UTILITY CROSS SECTION
1"=10'

10. WASTEWATER SYSTEM

10.1 Existing Wastewater System

10.1.1 Existing Wastewater Collection System

Unlike most of San Francisco, the existing wastewater system on Treasure Island is a separate system from the storm drain system. The existing wastewater collection system for the Island consists of 4-inch to 12-inch diameter gravity lines, approximately 29 sewage pump/lift stations, and force mains ranging from 6- to 16-inch diameter. Pipe materials include PVC, asbestos cement, cast iron, steel, and vitrified clay. The pump/lift stations consist of both dry well and wet well systems.

The existing wastewater system on TI consists of 11 main drainage areas that pump into one force main trunk line. In general, each of these main drainage areas includes a combination gravity/lift station system that directs flow to its own central pump station. These pump stations then connect to the existing main trunk line that delivers the wastewater flow to the existing wastewater treatment facility located at the northeast corner of TI. The existing main trunk line begins in the southwest corner of TI near the Officers Club and follows California Avenue to the east and Avenue M to the north until it connects to the existing treatment facility. The total length of the main trunk line is approximately 5,300 feet and consists of 6- to 16-inch asbestos cement pipe.

The existing wastewater service on YBI is split into two systems. The eastern side of the Island, including the Coast Guard base, gravity drains to an existing pump station located under the Bay Bridge at the eastern tip of the Island. This pump station delivers the wastewater to the southern shore of TI via a 6-inch submarine force main. The western side of YBI gravity drains across the Causeway and connects to the TI system near the main entrance to TI.

10.1.2 Existing Wastewater Treatment Facility (WWTF)

The existing WWTF is located at the northeastern corner of TI and treats wastewater from the existing development on Treasure Island. The WWTF was constructed in 1961 to provide primary treatment, and was upgraded to secondary treatment in 1969. A second upgrade came in 1989 to bring the WWTF to its current treatment capacity of 2.0 million gallons per day (mgd) average dry weather flow, with a peak wet weather capacity of 8.0 mgd. The SFPUC will

monitor the existing facility and upgrade/replace the system as necessary to meet the existing demands and increasing Project demands.

The discharge from the existing WWTF is governed by NPDES Permit No. CA0110116, Order No. R2-2010-001, issued by the California Regional Water Quality Control Board. The permit/order was adopted on January 10, 2010, became effective on March 1, 2010, and expires February 28, 2015. The permit allows a discharge of 2.0 mgd with a permitted peak flow, providing secondary treatment under wet weather conditions of 4.4 mgd.

The permit was issued to the Navy as the owner and discharger. The WWTF is currently operated by the SFPUC Wastewater Enterprise, under an agreement with the Navy. The Authority and SFPUC will negotiate a separate utilities memorandum of understanding that will provide for the SFPUC to continue its activities as a contract provider of utility services during the interim period between the conveyance of the Project Site to the Authority and the installation of new utility infrastructure, including but not limited to the WWTF and its permit.

10.2 Proposed Wastewater System

10.2.1 Proposed Wastewater Demands

The total estimated wastewater demands for the Project land uses are shown on Table 10.1 (without recycled water use in residential units for toilet flushing) and Table 10.2 (with recycled water use in residential units for toilet flushing). The wastewater demands are based on 95% of the potable water demands plus 100% of the recycled water used for non-irrigation purposes.

Table 10.3 includes a summary of the Average Dry Weather Flow (ADWF), Peak Dry Weather Flow (PDWF), and Peak Wet Weather Flow (PWWF), for the Project with, and without, the use of recycled water in the residential units.

The PDWF is 1.8 times the ADWF.

The PWWF is the PDWF plus an allowance for groundwater infiltration. The assumed infiltration rate required by the SFPUC is 0.003 cfs (1,925.36 gpd) per acre for the development area. The Project development area where wastewater lines will be installed is approximately 300-acres (including the developed portions of TI, Department of Labor, YBI development area, and Coast Guard) for a total infiltration volume of 577,608 gpd.

**Table 10.1 - Treasure Island Project Wastewater Demand
(without recycled water for residential toilet flushing)**

DESCRIPTION OF USE			POTABLE WATER DEMAND	RECYCLED WATER DEMAND	SEWER DEMAND
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Building Demand (gpd)	Average Daily Demand (gpd)
Residential	8,000	Units	932,000		885,400
Hotel	500	Rooms	132,500	3,500	129,375
Office	100,000	sf	7,000	3,500	10,150
Retail	140,000	sf	9,800	4,900	14,210
Adaptive Reuse, General	244,000	sf	17,080	8,540	24,766
Adaptive Reuse, Retail	67,000	sf	4,690	2,345	6,801
Open Space	300	ac	30,000		28,500
Miscellaneous Structures	75,000	sf	5,625	1,875	7,219
Marina	400	Slips	20,000	0	19,000
Treasure Island School	105,000	sf	21,000	0	19,950
Police/Fire	30,000	sf	4,000	2,000	5,800
Misc. Small Community Facilities	13,500	sf	945	473	1,370
Pier 1 Community Center	35,000	sf	2,450	1,225	3,553
TI Sailing Center	15,000	sf	1,050	525	1,523
Museum	75,000	sf	5,250	2,625	7,613
Department of Labor (DOL)			111,542	0	105,965
Coast Guard Facility			17,000	0	16,150
Utility Facilities	14,000	sf	980	490	1,421
Urban Farm	20	ac	2,000		1,900
Totals			1,324,912	31,998	1,290,664

Table 10.2 - Treasure Island Project Wastewater Demand
(with recycled water for residential toilet flushing)

DESCRIPTION OF USE			POTABLE WATER DEMAND	RECYCLED WATER DEMAND	SEWER DEMAND
Land Use	No.	Unit	Average Daily Demand (gpd)	Average Daily Building Demand (gpd)	Average Daily Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	782,880	149,120	892,856
Hotel	500	Rooms	132,500	3,500	129,375
Office	100,000	sf	7,000	3,500	10,150
Retail	140,000	sf	9,800	4,900	14,210
Adaptive Reuse, General	244,000	sf	17,080	8,540	24,766
Adaptive Reuse, Retail	67,000	sf	4,690	2,345	6,801
Open Space	300	ac	30,000	0	28,500
Miscellaneous Structures	75,000	sf	5,625	1,875	7,219
Marina	400	Slips	20,000	0	19,000
Treasure Island School	105,000	sf	21,000	0	19,950
Police/Fire	30,000	sf	4,000	2,000	5,800
Misc. Small Community Facilities	13,500	sf	945	473	1,370
Pier 1 Community Center	35,000	sf	2,450	1,225	3,553
TI Sailing Center	15,000	sf	1,050	525	1,523
Museum	75,000	sf	5,250	2,625	7,613
Department of Labor (DOL)			111,542	0	105,965
Coast Guard Facility			17,000	0	16,150
Utility Facilities	14,000	sf	980	490	1,421
Urban Farm	20	ac	2,000	0	1,900
Totals			1,175,792	181,118	1,298,120

Table 10.3 - Treasure Island Total Project Wastewater Demand Summary

Description of Flow	w/o Recycled Water in Residential Unit (gpd)	w/ Recycled Water in Residential Unit (gpd)
ADWF	1,290,664	1,298,120
PDWF	2,323,195	2,336,616
PWWF	2,900,803	2,914,224

10.2.2 Proposed Wastewater Collection System

The Developer will be responsible for the design and construction of the proposed wastewater collection system. The pipe material for the new system will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. All of the existing pump/lift stations will be removed or replaced with new stations in phases designed to SFPUC standards as needed to serve the Project. The pump stations will include redundant pumps, alarm systems and emergency backup power supplies to run the pump stations when the power is out.

For YBI, the proposed wastewater collection system for the eastern side of the Island will be designed and constructed to flow by gravity to the existing pump station located under the Bay Bridge near the Coast Guard facility. This existing pump station currently serves the eastern side of YBI and the Coast Guard. The Developer will coordinate with the SFPUC to evaluate the existing pump station and determine if it needs to be repaired or replaced. There are two alternative routes from the discharge of this pump station; 1) the station will pump wastewater up to the top of the YBI into a structure (manhole or vault) where it will transition from a force main to a gravity system and flow down to the TI system, or 2) the station will pump flows to the existing submarine force main that currently serves the eastern side of YBI and connect to the TI gravity sewer system. The Developer will coordinate with the SFPUC to determine the preferred route during the Sub-Phase Application process. The western half of YBI will utilize a gravity system to serve the residential units and connect to the TI system within the Causeway.

A conceptual layout of the proposed wastewater collection system is shown on Figure 10.1. The final designs shall optimize wastewater flows to ensure maximization of efficiency, and minimization and consolidation of required pump stations. The final number of pump stations will be based on a system layout that follows reasonable engineering standards and is economically feasible. Concurrent with each Major Phase Application, the overall design will be evaluated by the SFPUC to determine if additional feasible opportunities to increase efficiency or reduce the reliance on pump stations exist.

The gravity system will be designed to accommodate long term settlement anticipated due to secondary compression of the soils or minimal amounts of remaining liquefaction due to seismic events. Final designs to be reviewed by the SFPUC.

10.2.2.1 Location of Wastewater System within New Streets

Figure 10.2 shows the typical alignment of the new wastewater system within the proposed streets.

The angled orientation of the streets on TI will result in wastewater to flow in and out (through) manholes at a 68-degree reverse angle at many intersections. (see Figure 10.1).

10.2.2.2 Wastewater System Design Criteria

The design criteria used for the development of the wastewater system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Wastewater Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the wastewater system will be generally consistent with this Infrastructure Plan and the Wastewater Technical Memorandum. The wastewater system shall be designed to SFPUC design standards and regulation, as modified in this Infrastructure Plan, with exceptions to case-by-case scenarios as approved by the SFPUC.

The following design criteria will be used to design the new stormwater collection system:

1. Velocity: Wastewater system velocity will be not less than 2 feet per second when flowing half full.
2. Minimum Depth of Cover: Minimum depth of cover shall be 4.0 feet. 3.0 feet minimum cover may be approved by SFPUC on a case-by-case basis.

10.2.2.3 Sanitary Sewer Overflow Mitigations

The State of California has recently adopted a Sanitary Sewer Overflow (SSO) Policy to eliminate, to the extent possible, the potential for sewer overflows into the San Francisco Bay. The potential for SSO occurs when pump stations fail, or if lines become plugged and the sewer flows enter the storm drainage system. To prevent potential SSOs, the pump stations proposed for the Project will include redundant pumps, alarm systems and emergency backup power supplies to run the pump stations when the power is out. In addition, the Developer will coordinate with the SFPUC and prepare an evaluation of the

need for diverting stormwater first flush volumes to the sewer system for review and approval by the SFPUC prior to the approval of the first Major Phase application.

The elevations for the service lateral sewer vents will be above the 100-year storm event HGL.

10.3 Proposed Wastewater Treatment Facility (WWTF)

The SFPUC will provide wastewater treatment services to the Project. Subject to future negotiation and agreement between the Authority and the SFPUC on the provisions and terms upon which the SFPUC will provide such services it is intended that the SFPUC may finance, design, build, own, and operate a new Wastewater Treatment Facility (WWTF) on Treasure Island or provide for other improvements and/or agreements as necessary to provide wastewater treatment services to the Project. The existing WWTF would be upgraded and its capacity increased in order to meet projected demands in each Major Phase as the Project progresses. The new or upgraded WWTF would have the capacity to treat the estimated average dry-weather build out flow of 1.3 mgd (based on 95 percent of potable water demand and all of the recycled water demand except that used for irrigation) and the estimated peak wet-weather flow of 2.9 mgd (based on SFPUC standard peaking factors and inflow and infiltration allowance).

The treatment process will start with primary and secondary treatment. The specifics of these processes will be determined by the SFPUC. The volume of effluent needed for recycled water would then undergo further treatment to meet the requirements for use as recycled water in appropriate plumbing fixtures and for irrigation.

Two variants in the wastewater treatment process, each involving wetlands, are under consideration by the SFPUC. These wetlands, if constructed, would be separate from the 10-15 acre wetland proposed to treat stormwater before discharge to the Bay (see Section 12).

Under the first variant, treated effluent to be used for recycled water would be discharged to a wetlands designed and constructed for tertiary treatment before additional treatment to meet the recycled water quality standards. The wetlands would occupy about 5-acres and would include both open water areas and planted areas, with the water depth varying from 1.5 to 4 feet.

Under the second variant, effluent would undergo treatment to meet recycled water standards and then would be discharged to constructed wetlands prior to being discharged through the outfall. The

recycled water needed for the Project, however, would not pass through these wetlands. These wetlands would occupy about 2 to 4 acres of land, with water depth varying from 1.5 to 4-feet.

10.3.1 Revisions to Existing NPDES Permit

If the SFPUC agrees to construct and operate the new WWTF, the SFPUC will process amendments to the existing NPDES permit described above for the new/upgraded WWTF. The new permit will reflect the treatment processes that will be constructed, and the projected/permitted flows.

10.4 Coast Guard and Job Corps

The Developer will not replace the wastewater facilities within the Coast Guard and Job Corps properties. The Developer will construct new systems, including connection and/or transition facilities, up to the boundary of these two property owners and connect to their existing systems to maintain the existing wastewater collection services.

10.5 Phases for Wastewater System Construction

The Developer will design and install the new wastewater collection system to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing wastewater collection system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. The existing wastewater pump/lift stations will continue to be used during the initial Sub-Phases of the Project. The existing pump/lift stations located within each Sub-Phase will be removed or replaced with that Sub-Phase. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer.

Subject to negotiating a separate utilities interim operations memorandum of understanding between the Authority or the SFPUC, either the Authority or the SFPUC will be responsible for maintenance of existing collection facilities until replaced by the Developer. The SFPUC will be responsible for the new wastewater collection facilities once construction of the Sub-Phase or new wastewater collection facility is complete and accepted by the SFPUC.








The Developer will provide an existing conditions report for the existing wastewater mains scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the original wastewater mains, and/or newly installed wastewater mains on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

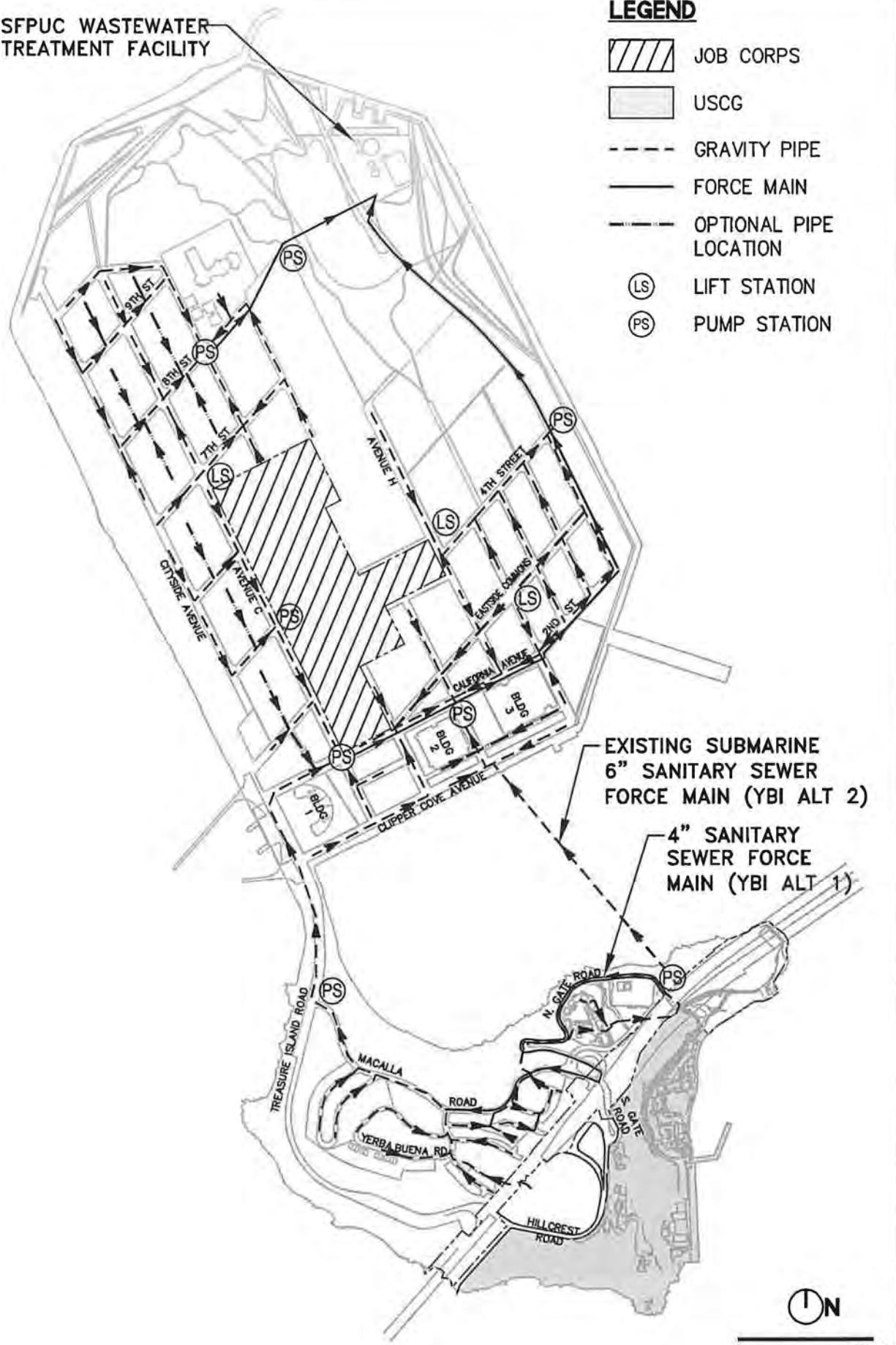
Subject to negotiating a separate utilities interim operations memorandum of understanding between the Authority and the SFPUC, either the Authority or the SFPUC will be responsible for operating and maintaining the existing WWTF.

The SFPUC will provide on-going wastewater treatment services to the Project. Subject to future negotiation and agreement between the Authority and the SFPUC on the provisions and terms upon which the SFPUC will provide such services, it is intended that the SFPUC will maintain, upgrade, design, replace and/or construct wastewater treatment facilities by the SFPUC during each phase of the Project to meet the ongoing and increasing flow requirements of the Project. The Developer will provide the Authority and the SFPUC with the anticipated Sub-Phase schedule and wastewater demands.

SFPUC WASTEWATER TREATMENT FACILITY

LEGEND

-  JOB CORPS
-  USCG
-  GRAVITY PIPE
-  FORCE MAIN
-  OPTIONAL PIPE LOCATION
-  LIFT STATION
-  PUMP STATION



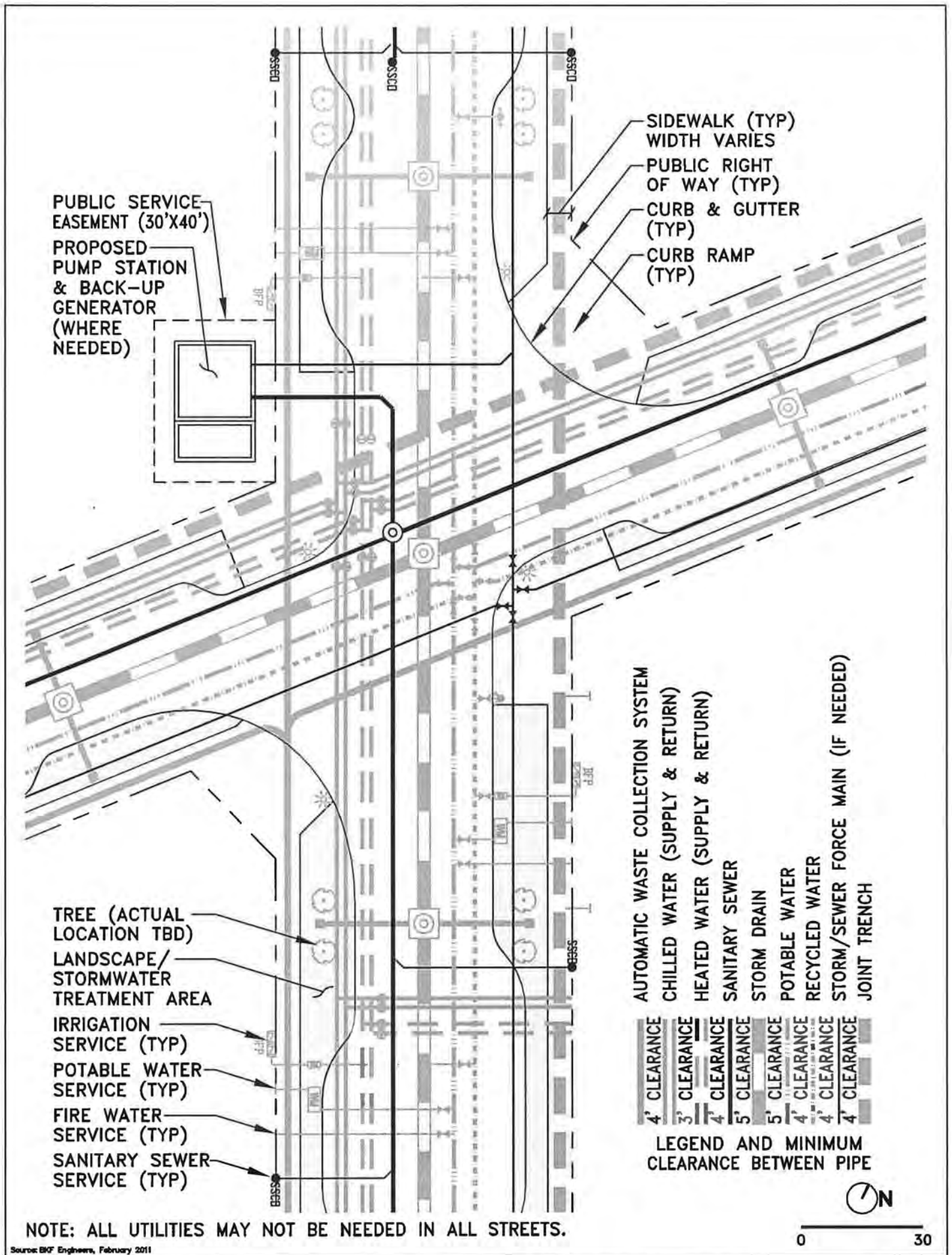
EXISTING SUBMARINE 6" SANITARY SEWER FORCE MAIN (YBI ALT 2)

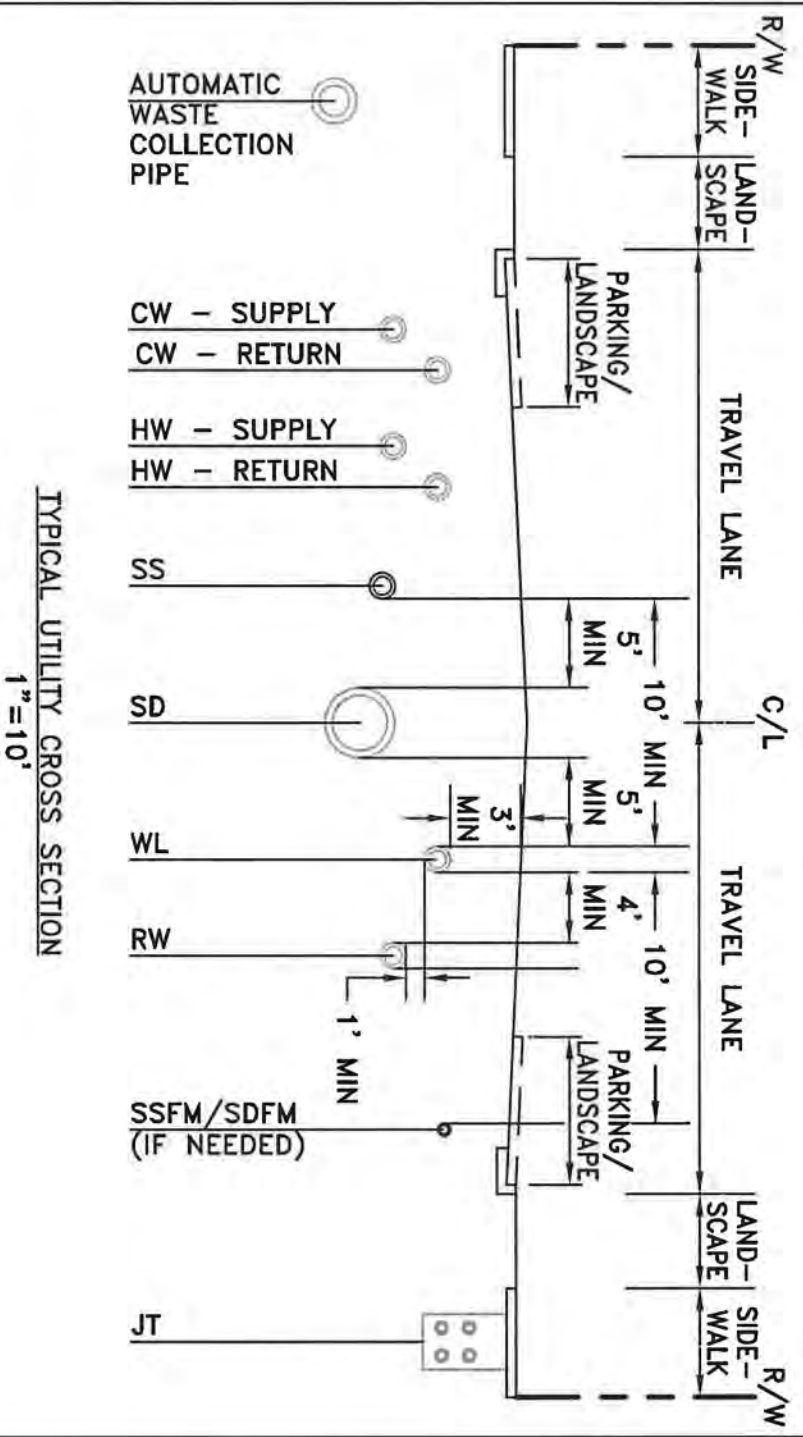
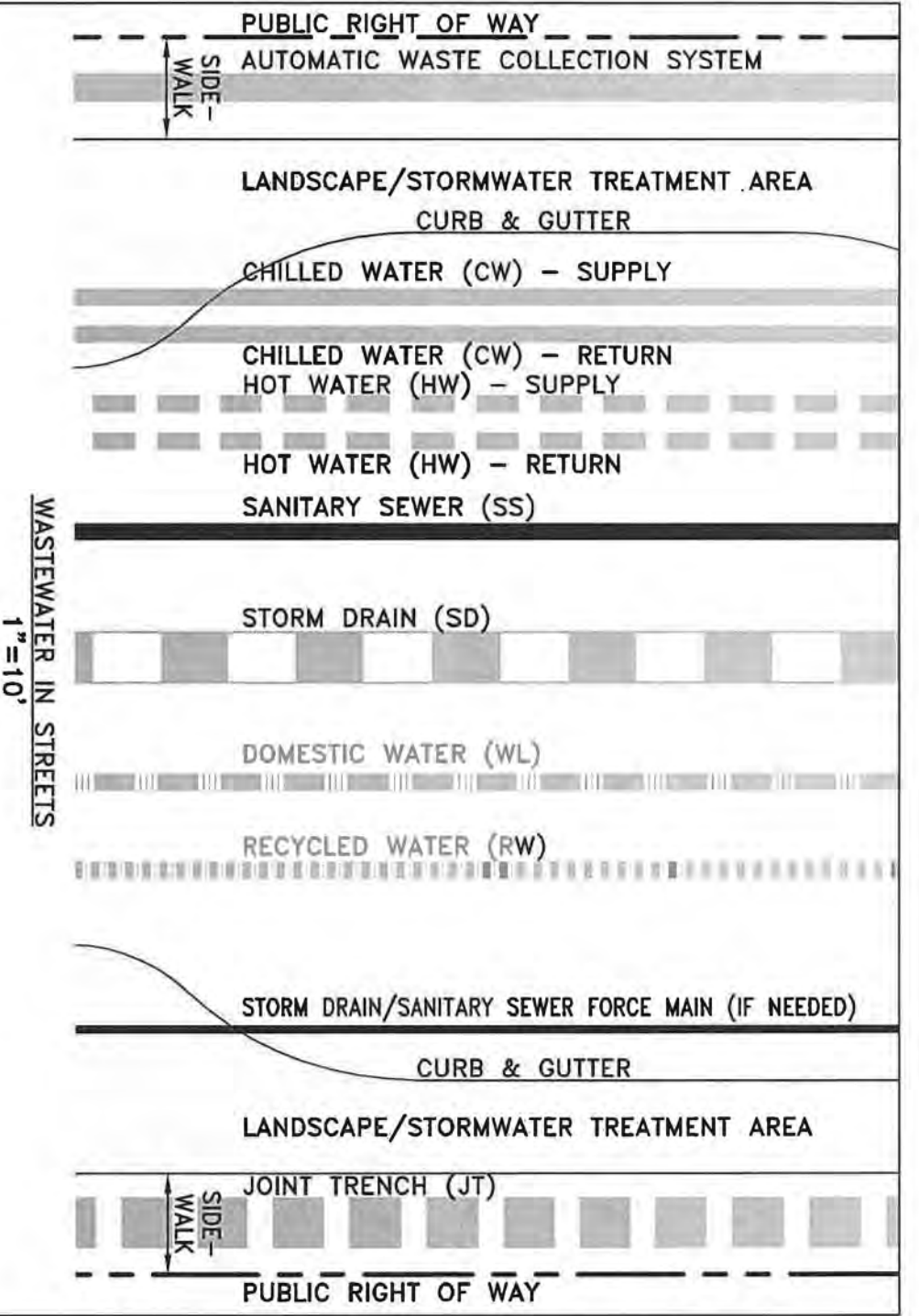
4" SANITARY SEWER FORCE MAIN (YBI ALT 1)



0 1000

Source: BRF Engineers, October 2010





Treasure Island Infrastructure Plan
Source: BRF Engineers, February 2011
Figure 10.2.2: Detail of Wastewater Collection System in Streets

11. RECYCLED WATER SYSTEM

11.1 Existing System

Treasure Island does not currently have a recycled water system.

11.2 Proposed Recycled Water System

11.2.1 Proposed Recycled Water Demands

Recycled water will be used on TI for irrigation of the open space areas, urban farm, roadside planter areas, landscape water features, and appropriate plumbing fixtures within commercial buildings. Recycled water may also be used to maintain water levels in the stormwater treatment wetlands during the dry season. In addition, recycled water will be used on TI for appropriate plumbing fixtures in residential buildings to the extent permitted at the time of construction. Recycled water will not be used on YBI due to its distance from the recycled treatment plant and the pumping that would be required to meet the elevation change.

The recycled water demands for the various uses are shown in Table 11.1. Two residential demand factors have been included; 1) without recycled water for residential toilet flushing, and 2) with recycled water for residential toilet flushing. The total estimated demands are shown on Table 11.2 (without recycled water use in residential units for toilet flushing) and Table 11.3 (with recycled water use in residential units for toilet flushing).

11.2.2 Supplemental Source for Fire Protection

In addition to the recycled water demands described above, the recycled water system will also provide a supplemental source of water for fire protection in case of emergency. Fire protection will not increase the average daily demand for recycled water but will increase the storage requirements and require a more robust distribution system as described below.

In addition to the recycled water system for a supplemental source of fire protection, the Developer will install two fire boat manifolds (one near the new Ferry Quay and one near Pier 1) and two wharf hydrants (one near each historic hangar building). These items will allow the SFFD to draw bay water on to TI in case of emergency. The locations of these facilities are shown on Figure 11.1.

11.2.3 Proposed Recycled Water Treatment Facility (RWTF)

The SFPUC will provide recycled water treatment and/or delivery services to the Project. Subject to future negotiation and agreement between the Authority and the SFPUC on the provisions and terms upon which the SFPUC will provide such services, it is intended that the SFPUC will finance, design, build, own, and operate the new Recycled Water Treatment Facility (RWTF). The RWTF would be sized to meet the average long-term recycled water demand of 0.42 million gallons per day (mgd) and would provide recycled water treated to meet the requirements for use as recycled water in appropriate plumbing fixtures and irrigation as well as the stormwater wetlands to maintain seasonal flows.

If the recycled water demand exceeds the recycled water supply during the first Sub-Phases of the Project, the excess demand will be provided by the potable water system. A permanent potable water connection to the recycled water tanks will be provided and will include a backflow prevention device approved by the SFPUC. This permanent connection will provide a supplemental supply of water to the recycled system if needed during the initial phases of the project or in the future during maintenance of the recycled water tanks or if the production of recycled water is interrupted.

Table 11.1 – Recycled Water Demand Factors

Land Use	Recycled Water Demand Factor	Notes
Residential (w/o recycled water)	0 gallons per day per unit for toilet flushing 30,000 gpd total for irrigation within the development area	
Residential (w/ recycled water)	14.9 gpd/u of recycled water for toilet flushing 30,000 gpd total for irrigation within the development area	SFPUC 2030 water conserving projections Resident/unit based on SFPUC Demands Report
Hotel	7 gpd/room of rec. water for toilet flushing Assumes no grounds around the hotel for irrigation demand	AWWA Standard
Office / Retail / Commercial	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Adaptive Reuse	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Wetlands	30,000 gpd to maintain water level	
Open Space	150,000 gpd for irrigation demand	
Misc. Structures	0.025 gpd/sf of recycled water for appropriate plumbing fixtures	Includes miscellaneous structures in open space, and YBI historic structures
Marina	0 gallons per day	
School	0 gallons per day	
Police/Fire Station	0.067 gpd/sf of recycled water for appropriate plumbing fixtures	
Misc. Small Community Facilities	0.035 gpd of recycled water for appropriate plumbing fixtures	
Pier 1 Community Center	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Sailing Center	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Museum	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Department of Labor	0 gallons per day	
Coast Guard Facility	0 gallons per day	
Utility Facilities	0.035 gpd/sf of recycled water for appropriate plumbing fixtures	
Urban Farm	60,000 gpd for irrigation demand.	

**Table 11.2 - Treasure Island Project Recycled Water Demand
(without recycled water for residential toilet flushing)**

DESCRIPTION OF USE			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Irrigation (Seasonal) Demand (gpd)	Average Daily Building (Year Round) Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	30,000	0
Hotel	500	Rooms		3,500
Office	100,000	sf		3,500
Retail	140,000	sf		4,900
Adaptive Reuse, General	244,000	sf		8,540
Adaptive Reuse, Retail	67,000	sf		2,345
Wetlands	15	ac	30,000	0
Open Space	285	ac	150,000	0
Miscellaneous Structures	75,000	sf		1,875
Marina	400	Slips		0
Treasure Island School	105,000	sf		0
Police/Fire	30,000	sf		2,000
Misc. Small Community Facilities	13,500	sf		473
Pier 1 Community Center	35,000	sf		1,225
TI Sailing Center	15,000	sf		525
Museum	75,000	sf		2,625
Department of Labor (DOL)				0
Coast Guard Facility				0
Utility Facilities	14,000	sf		490
Urban Farm	20	ac	60,000	0
Totals			270,000	31,998

**Table 11.3 - Treasure Island Project Recycled Water Demand
(with recycled water for residential toilet flushing)**

DESCRIPTION OF USE			RECYCLED WATER DEMAND	
Land Use	No.	Unit	Average Daily Irrigation (Seasonal) Demand (gpd)	Average Daily Building (Year Round) Demand (gpd)
Residential (with toilet recycled water)	8,000	Units	30,000	119,296
Hotel	500	Rooms		3,500
Office	100,000	sf		3,500
Retail	140,000	sf		4,900
Adaptive Reuse, General	244,000	sf		8,540
Adaptive Reuse, Retail	67,000	sf		2,345
Wetlands	15	ac	30,000	0
Open Space	285	ac	150,000	0
Miscellaneous Structures	75,000	sf		1,875
Marina	400	Slips		0
Treasure Island School	105,000	sf		0
Police/Fire	30,000	sf		2,000
Misc. Small Community Facilities	13,500	sf		473
Pier 1 Community Center	35,000	sf		1,225
TI Sailing Center	15,000	sf		525
Museum	75,000	sf		2,625
Department of Labor (DOL)				0
Coast Guard Facility				0
Utility Facilities	14,000	sf		490
Urban Farm	20	ac	60,000	0
Totals			270,000	151,294

11.2.4 Proposed Recycled Water Storage and Pumps

For the following discussion, all tank volumes described refer to “operational storage” that can be drawn from the tank at any given time. All tanks will require an additional amount of “dead storage” that cannot be accessed under normal operations.

Storage tanks for the recycled water system will be constructed near the RWTF.

The storage volume requirement for recycled water will be 1 day of average daily demand plus 4 hours of fire flow. Based on the average daily demand of 0.42 mgd and the required fire flow of 3,500 gpm, the total recycled water storage for full build out is 1.26 million gallons. Multiple tanks may be used to separate the fire demand from the average daily demand, or to accommodate the phased Project schedule.

The recycled water tank designs will include the ability to supplement the recycled water supply with the potable water supply if the recycled supply is interrupted or for scheduled maintenance on the recycled storage tanks.

A pump station capable of delivering the recycled demand through the distribution system will be constructed adjacent to the recycled water storage tanks. The pump station design will include redundant pumps, alarm system, emergency backup power and a hydropneumatic tank.

The Developer will finance, design, build, and own the recycled water tanks and pump station.

11.2.5 Proposed Recycled Water Distribution

The Developer will be responsible for the design and construction of the proposed recycled water distribution system. The recycled water distribution system will be designed to deliver the average daily demand coincident with the required fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch to the recycled water fire hydrants on TI.

The Developer will install the recycled water system in phases to match the Project phasing. Alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. A conceptual layout of the proposed recycled water system is shown on Figure 11.1.

Flexible connections or other flexible system designs will be utilized where differential settlement may be of concern due to long term settlement anticipated due to secondary compression of the soils or minimal amounts of remaining liquefaction due to seismic events. Final designs to be reviewed by SFPUC.

11.2.5.1 Location of Distribution System within New Streets

Figure 11.2 shows the typical alignment of the new recycled water system within the proposed streets. The Developer will coordinate with the SFFD for the final location of the fire hydrants.

11.2.5.2 Recycled Water System Design Criteria

The design criteria used for the development of the recycled water system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Recycled Water Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the recycled water system will be generally consistent with this Infrastructure Plan and the Recycled Water Technical Memorandum.

11.3 Recycled Water Fire Protection

The recycled water system will be used for a supplemental source of water for fire protection in case of emergency. As described above, the recycled distribution system will be sized to deliver the average daily demand coincident with the required fire flow of 3,500 gpm with a minimum residual pressure of 20 pounds per square inch to the recycled water fire hydrant outlets on TI. The conceptual location of the recycled water hydrants are shown on Figure 11.1. The hydrants are spaced around TI to provide approximately 750-foot hose lengths along the street from the recycled hydrant to the farthest building. The conceptual location of the hydrants will be coordinated with the SFFD prior to approval of the Major Phase Applications.

11.4 Coast Guard and Job Corps

The Developer will not construct the recycled water system on the Coast Guard or Jobs Corps property.

11.5 Phases for Recycled Water System Construction

The Developer will design and install the new recycled water distribution system in phases to match the recycled water use demands of each Sub-Phase of the Project. The amount of the system constructed with each Sub-Phase will be the minimum necessary to serve the Sub-Phase.


The Developer will construct the recycled water storage tanks and pump station in phases to meet the Sub-Phase requirements. If the recycled water demand exceeds the recycled water supply during the first phases of the Project, the excess demand will be provided by the potable water system. A permanent potable water connection to the recycled water tanks will be provided and will include a backflow prevention device approved by the SFPUC. This permanent connection will provide a supplemental supply of water to the recycled system if needed during the initial phases of the project or in the future during maintenance of the recycled water tanks or if the production of recycled water is interrupted.

The SFPUC will be responsible for the recycled water system once the Sub-Phase or new recycled water system is complete and accepted by the SFPUC.

The Developer will provide an existing conditions report for the newly installed recycled water mains adjacent to the new Sub-Phase prior to the geotechnical mitigation activity. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the system are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the newly installed recycled water mains on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.


SFPUC RECYCLED WATER TREATMENT FACILITY

LEGEND


 JOB CORPS


 USCG

 RECYCLED WATER DISTRIBUTION PIPE


 OPTIONAL PIPE LOCATION

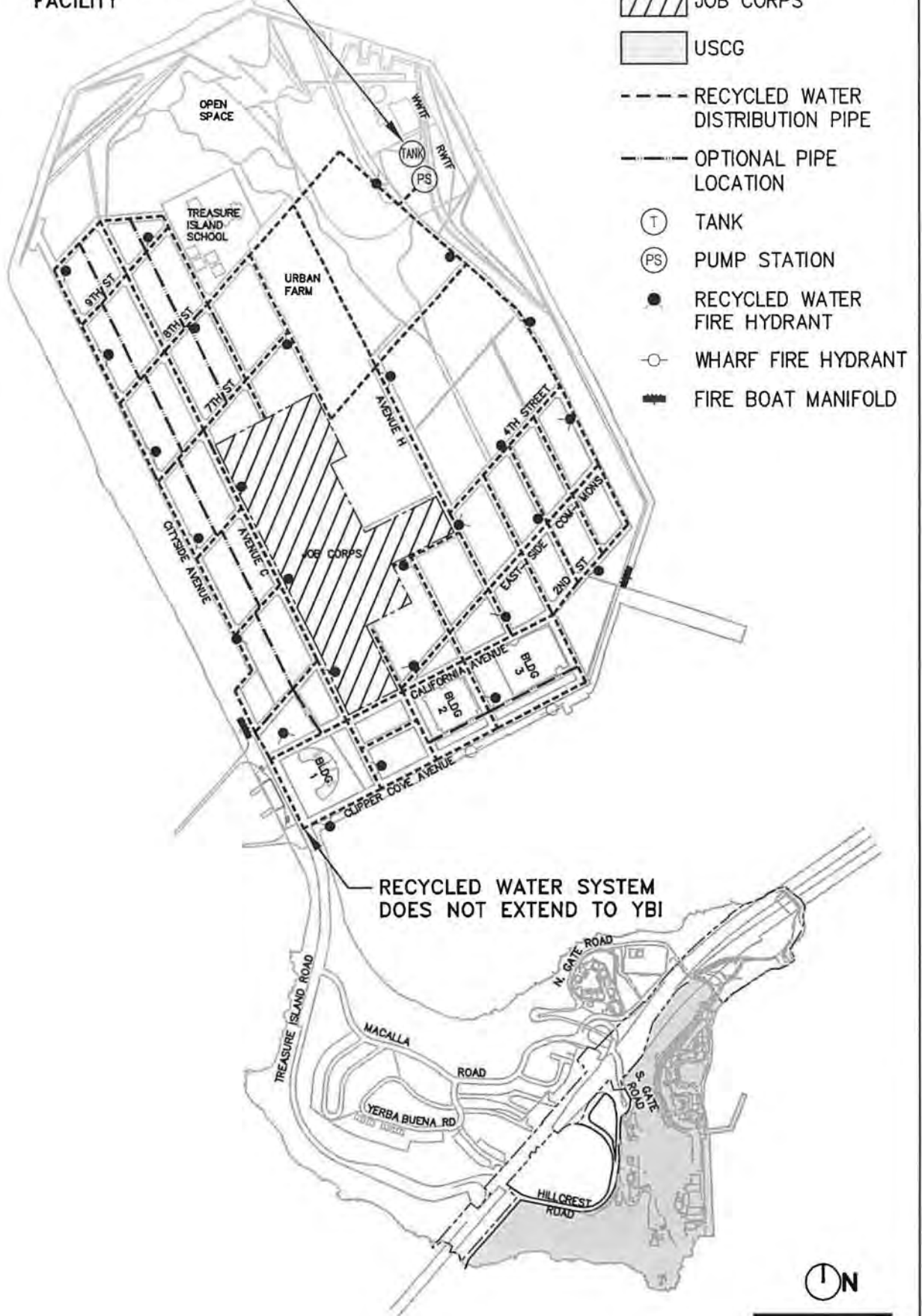
 T TANK

 PS PUMP STATION

 RECYCLED WATER FIRE HYDRANT

 WHARF FIRE HYDRANT

 FIRE BOAT MANIFOLD

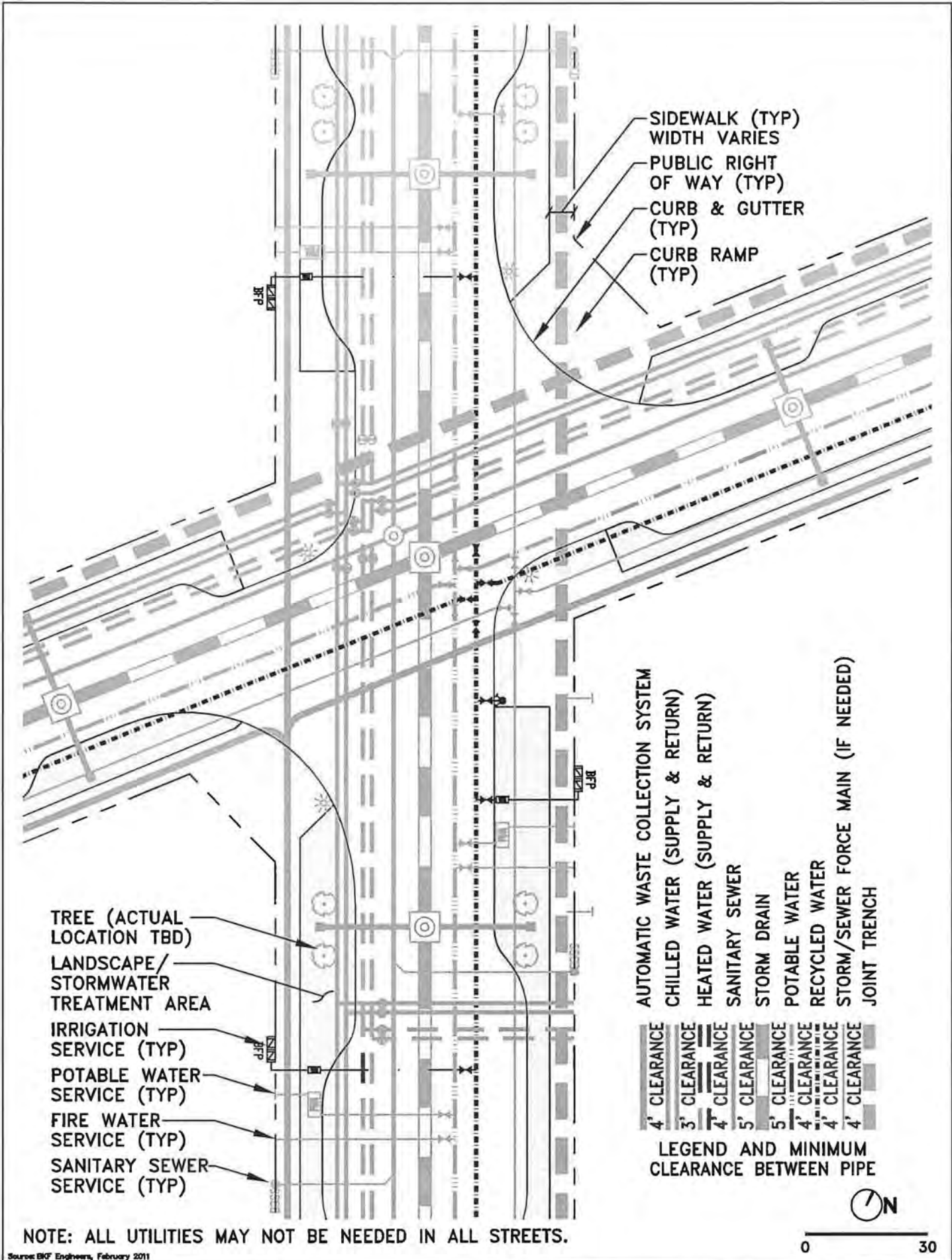


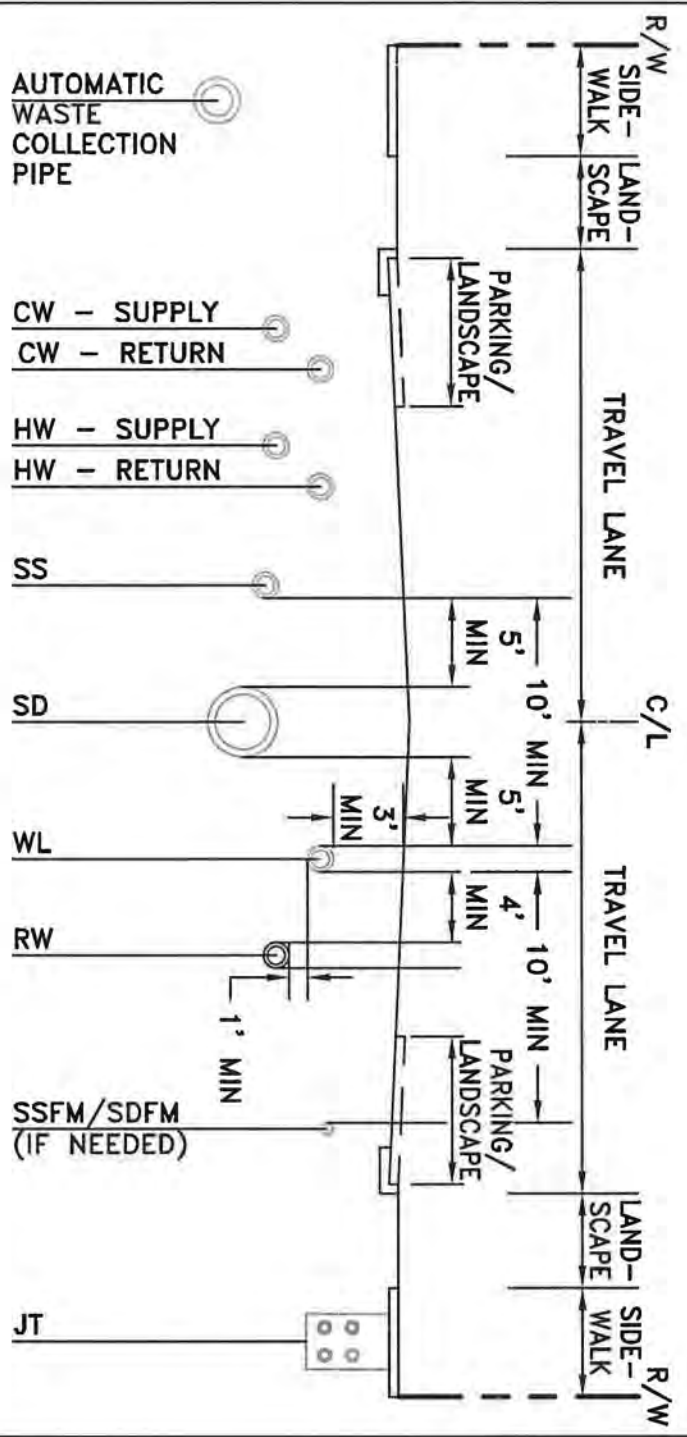
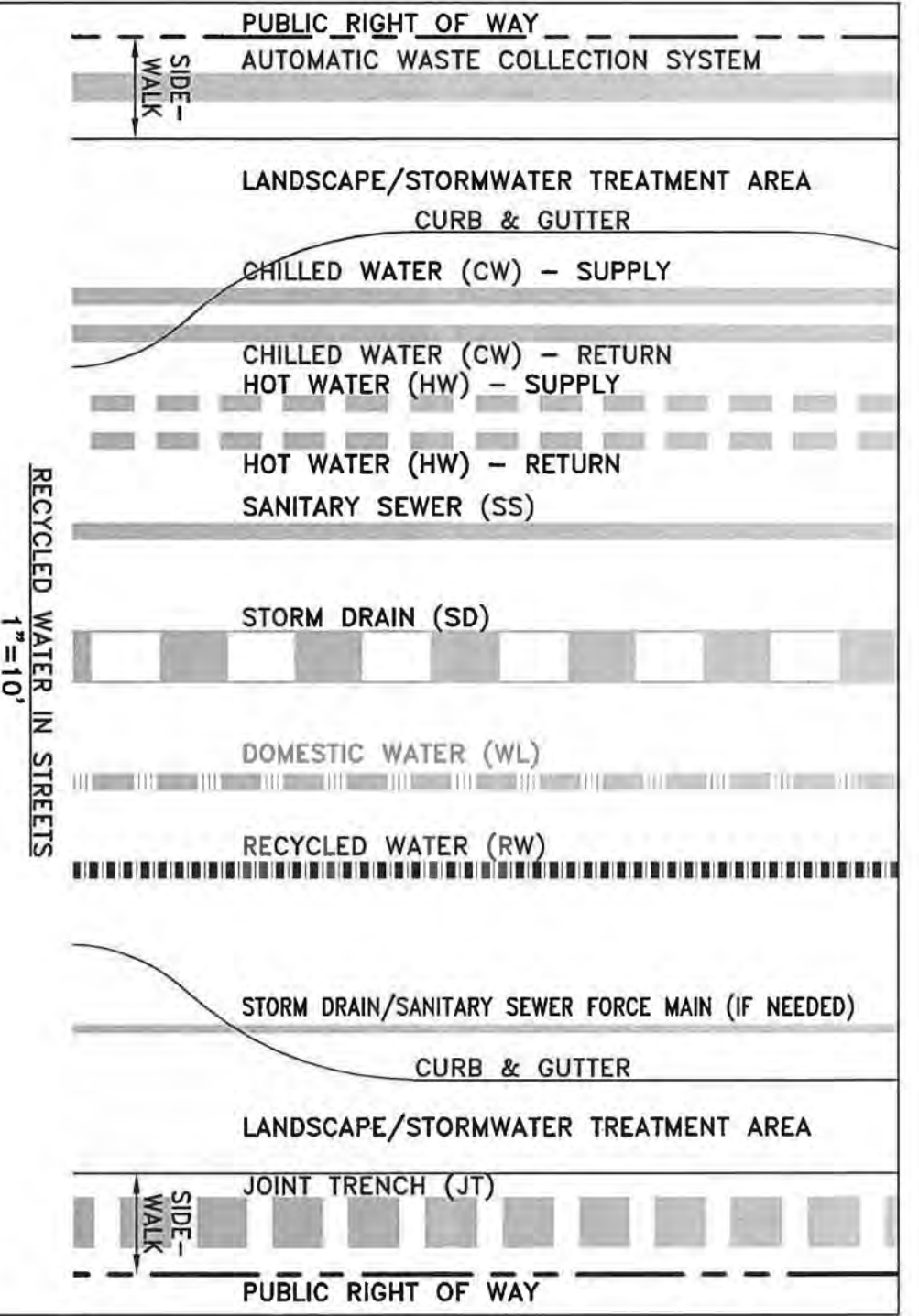
RECYCLED WATER SYSTEM DOES NOT EXTEND TO YBI



0 1000

Source: ENR Engineers, October 2010





Treasure Island Infrastructure Plan
Source: BKF Engineers, February 2011
Figure 11.2.2: Detail of Recycled Water System Location in Streets

12. STORMWATER SYSTEM

12.1 Existing Stormwater Collection System

The existing stormwater system on Treasure Island is separated from the wastewater collection and treatment system. The existing stormwater system for the two islands consists of 6- to 42-inch diameter gravity pipes and lift stations with various-sized outfalls along the perimeter of the Islands that discharge directly into the San Francisco Bay. Existing pipe materials include PVC, asbestos cement, VCP, RCP and steel. There are approximately 31 existing outfalls on TI and approximately 32 outfalls on YBI.

12.1.1 Existing Stormwater Treatment Systems

There is currently no treatment of stormwater prior to discharge to the Bay.

12.2 Proposed Stormwater System

12.2.1 Proposed Stormwater Collection System

The Developer will be responsible for the design and construction of the proposed stormwater collection system. The proposed stormwater system will be a combination of gravity lines, lift stations, pump stations and outfalls to the Bay. The pipe material for the new system will meet the SFPUC standards but alternative pipe materials such as High Density Polyethylene (HDPE) or polyvinyl chloride (PVC) may be used if approved by the SFPUC. All of the existing pump/lift stations will be removed or replaced with new stations in phases designed to SFPUC standards as needed to serve the Project. Pump stations required to convey the 5-year storm event will include redundant pumps, alarm system, and emergency power if needed to prevent flooding beyond the depths described in Table 12.1. Pump stations required to deliver treatment flows to the treatment areas will not include redundant pumps or emergency power but will include an alarm system to notify if the pump station requires maintenance.

A conceptual layout of the proposed stormwater collection system is shown on Figure 12.1. The final designs shall optimize stormwater flows to ensure maximization of efficiency, and minimization and consolidation of required pump stations, including the potential wetland pump station. The final number of pump stations will be based on a system layout that follows reasonable engineering standards and is economically feasible. Concurrent with each Major Phase Application, the overall design will be evaluated by the SFPUC to determine if additional feasible opportunities to increase efficiency or reduce the reliance on pump stations exist.

The gravity system will be designed to accommodate long term settlement anticipated due to secondary compression of the soils or minimal amounts of remaining liquefaction due to seismic events. Final designs to be reviewed by the SFPUC.

12.2.1.1 Location of Stormwater System within New Streets

Figure 12.2 shows the typical alignment of the new stormwater system within the proposed streets.

The angled orientation of the streets on TI will result in stormwater flow in and out (through) manholes at a 68-degree reverse angle at many intersections. (see Figure 12.1).

12.2.1.2 Stormwater System Design Criteria

The design criteria used for the development of the stormwater system is based upon established industry operations and regulatory agency requirements described in the Treasure Island Stormwater Technical Memorandum submitted by the Developer. In subdivision processing, including the review and approval of subdivision improvements plans, the precise location and final design of the stormwater system will be generally consistent with this Infrastructure Plan and the Stormwater Technical Memorandum. The stormwater system shall be designed to SFPUC design standards and regulation, as modified in this Infrastructure Plan, with exceptions to case-by-case scenarios as approved by the SFPUC.

The following design criteria will be used to design the new stormwater collection system:

1. Design Storm Frequency:

A 5-year rain event as defined by the “San Francisco Rainfall Rate Table 1941 Plan I-3903.4” will be maintained within the stormwater system. Storm frequency larger than 5-years will be allowed to run in the streets as overland flow.

2. Design Tide:

The stormwater collection system will be designed to accommodate 100-year tide elevations. Moffatt & Nichol has completed an Extreme High Water Level Analysis to determine the 100-year high tide as part of their April, 2009 “Treasure Island

Coastal Flooding Study”. Based on their review of the historic tide data for the San Francisco Bay the 100-year high tide, or Base Flood Elevation (BFE), for Treasure Island is 9.2 (NAVD88).

A description of the Adaptive Management strategy for SLR is included in Section 5.

3. Hydraulic Grade Line:

The hydraulic grade line criteria will be based on the City of San Francisco Subdivision Code;

“Sewer sizes shall be selected so that the hydraulic grade line shall, in general, be four feet below the pavement or ground surface, and at no point less than two feet. The tidal elevation to be used in hydraulic computations, where applicable, shall be -3.5, City datum”

The tidal elevation of -3.5 City Datum is equal to 7.81 NAVD 88 Datum. The design tide for this infrastructure plan will be the current 100-year high tide of 9.2 NAVD 88. Therefore the City of San Francisco Subdivision Code requirement for depth of hydraulic grade line below pavement surface will be adjusted by 1.39 feet ($9.2 - 7.81 = 1.39$) to 2.61 feet below the pavement surface. Hydraulic grade line criteria does not supersede the Minimum Depth of Cover.

The minimum hydraulic grade line for the different tide events, locations around the Island, and SLR are described in Table 12.2.

4. Velocity:

The velocity in the stormwater system shall not be less than 3 feet per second flowing by gravity and discharging against mean high tide with 16-inches of sea level rise (elevation 4.62-feet NAVD 88).

5. Minimum Depth of Cover:

Minimum depth of cover shall be 4.0 feet. 3.0 feet minimum cover may be approved by SFPUC on a case-by-case basis.

A hydrologic model (SWMM or equivalent) for all of the development will be developed prior to approval of the Major Phase and Sub-Phase applications in coordination with the SFPUC consistent with the DRDAP.

12.2.1.3 Stormwater System Performance in New Development Area

The Hydraulic Requirements listed in Table 12.2 are the minimum performance criteria for the project. The TI grading plan and stormwater system within the new development area, however, will be designed to accommodate the 100-year storm during the 100-year tide with 16-inches of sea level rise (SLR) without relying on flow within the streets. Instead, during these extreme events, the stormwater runoff will pond in the street to a maximum depth equal to the top of curb at the low point and then flow into the piped system as capacity becomes available.

This overland release grading design described in Section 7 will protect the new building finished floors from storms larger than the 100-year event or system maintenance issue such as blocked catch basins or pipes. During either of these unlikely events, stormwater may pond up to the top of curb (or back of walk/right of way if approved by the SFPUC) elevation before releasing to the downstream drainage basins. This will continue through the downstream basins until there is capacity in the storm system or storm water is released to

the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore protected from flooding. The ponding depth and overland release occurrence for various storm events are summarized below.

Table 12.1: Street Ponding Depth and Overland Release Summary

Storm Event	Ponding Depth for:		
	Current Tide	16-inches SLR	Maintenance Concerns
Treatment	No Ponding (0 inches)	No Ponding (0 inches)	Up to Top of Curb
5-Year	No Ponding (0 inches)	No Ponding (0 inches)	Up to Top of Curb
100-Year	Top of Curb (6- inches)	Top of Curb (6- inches)	Up to Top of Curb

12.2.1.4 Sanitary Sewer Overflow Mitigations

The State of California has recently adopted a Sanitary Sewer Overflow (SSO) Policy to eliminate, to the extent possible, the potential for sewer overflows into the San Francisco Bay. The potential for SSO occurs when pump stations fail, or if lines become plugged and the sewer flows enter the storm drainage system. To prevent potential SSOs, the sewer pump stations proposed for the Project will include redundant pumps, alarm systems and emergency backup power supplies to run the pump stations when the power is out.

12.2.2 Proposed Outfall Structures

The stormwater outfall structures will be located at the perimeter of the Island and discharge to the Bay. See Figure 12.1 for approximate locations. The outfall structure will include the combination of an inlet sized to accommodate the 100-year overland release flows from the development area, a structure containing a “Tideflex” device that will keep the Bay water from backing up into the Island system during high tides, and the outfall structure in the Bay. The outfall elements will be sized to accommodate the 100-year storm flow volumes plus anticipated wave overtopping. See Figure 12.3 for a conceptual plan view and section of the outfall structures.

Table 12.2-Hydraulic Requirements

		Minimum Design Criteria	
Initial Infrastructure Design	Tide/SLR Condition	Stormwater System	
		5-year storm	5 to 100-year storm
	Current Tide Condition Mean sea level: 3.29-feet NAVD 88 (Determined in 2009 Coastal Flooding Study)	<u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): 2.67-feet Minimum Freeboard (parks/open space): Ponding allowed	<u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide Minimum Freeboard (Streets): Allowed to flow within street, 6-inch of ponding depth Minimum Freeboard (parks/open space): Ponding allowed
Infrastructure Adjustments for Future SLR	SLR Condition: up to 16-inches Mean sea level: 3.29-feet + 16-inches = 4.62-feet NAVD 88 (Estimated to occur by 2050)	<i>Adaptive Management Strategy: reduce freeboard allowance</i> <u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: Current 100-year high tide + SLR (16-inches)=10.53 NAVD 88 Minimum Freeboard (Streets): 16-inches Minimum Freeboard (parks/open space): Ponding allowed	<i>Adaptive Management Strategy: reduce freeboard allowance</i> <u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: Current 100-year high tide + SLR (16-inches)=10.53 NAVD 88 Minimum Freeboard (Streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed
	SLR Condition: 16-inches to 36-inches Mean sea level: 3.29-feet + 36-inches = 6.29-feet NAVD 88 (Estimated to occur between 2050 and 2100.)	<i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i> <u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): 2.67-feet Minimum Freeboard (parks/open space): Ponding allowed	<i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i> <u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed
	SLR Condition: greater than 36-inches Mean sea level: 3.29-feet + 36-inches = 6.29-feet NAVD 88 (Estimated to occur after 2100.)	<i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred.</i> <u>Flow in Pipes</u> Design Storm: 5-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): 2.67-feet Minimum Freeboard (parks/open space): Ponding allowed	<i>Adaptive Management Strategy: When SLR Monitoring Report (Section 5.5.2) determines 16-inches of SLR has occurred implement modifications to storm drainage system.</i> <u>Overland Flow</u> Design Storm: 5 to 100-year event Design Tide: 100-year high tide at that time + SLR (guidance at that time) Minimum Freeboard (streets): Allowed to flow in street, 6-inches of ponding depth Minimum Freeboard (parks/open space): Ponding allowed

Note: SLR conditions based on current Treasure Island mean sea level 3.29 feet (NAVD 88) documented in the 2009 Coastal Flooding Study

12.3 Proposed Stormwater Treatment System

The project treatment BMPs described below will be designed to comply with the San Francisco Stormwater Design Guidelines. Upon review, the SFPUC may accept either a volume-based or acceptable flow-based calculation method to provide compliance with the Stormwater Design Guidelines.

In addition, the Developer will coordinate with the SFPUC and prepare an evaluation of the need for diverting stormwater first flush volumes to the sewer system for review and approval by the SFPUC prior to the approval of the first Major Phase application.

Figure 12.4 shows the different approximate water shed areas for Treasure Island. A description of the stormwater treatment for each of the watershed is as follows:

12.3.1 Treasure Island Stormwater Treatment Areas

Watershed Area A & B

These watershed areas will utilize outfall structures into Clipper Cove to discharge runoff. These areas will utilize Low Impact Development (LID) type measures for the treatment of runoff. BMPs in this area could include such things as:

- Bioretention Planters
- Street Planters
- Swales
- Subgrade Infiltration Areas
- Permeable Paving

The development parcels within this watershed area will be responsible for treating their storm water runoff prior to discharging their runoff into the public stormwater system.

Watershed Area C & D

These watershed areas will utilize outfall structures located along the western shoreline to discharge runoff. The combined treatment areas for these watersheds will be located within the City Side Park prior to the outfall. The treatment flows from these watershed areas will be split off from the larger flows near the outfall and pumped up to the treatment area. Stormwater treatment BMPs will be integrated with

the park design to ensure aesthetic and programmatic consistency. The BMPs in the City Side Park could include:

- Bio-retention Planters
- Street Planters
- Raingardens
- Swales

The stormwater runoff from the public streets within these watershed areas will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Watershed Area D2

This watershed area will utilize an outfall structure located along northwestern shoreline to discharge runoff. The combined treatment area for this watershed will be located in the northwestern open space area. Stormwater treatment BMPs will be integrated with the park design to ensure aesthetic and programmatic consistency. The treatment flow from this watershed will be split off from the larger flows near the outfall and pumped up to the treatment area. The BMPs could include:

- Bio-retention Planters
- Street Planters
- Seasonal Wetland
- Swales

The stormwater runoff from the public streets within this watershed area will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within this watershed area will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Watershed Area E

The Authority will construct, own and maintain a seasonal and/or perennial stormwater treatment wetland system shall be located in the open space area west of the WWTF. The stormwater treatment wetland shall be integrated with both the Wilds area (refer to Open Space plan) and the WWTF layout. The wetland shall be 10-15 acres in size. The wetlands shall include retention and flow control structures as required to regulate stormwater flows and ensure slope stability and erosion control. Watershed Area E will utilize outfall structures into the wetland area. The wetland area will then discharge through an outfall located along the eastern shoreline near the WWTF. The wetland area will be designed to meet regulated treatment standards for the runoff prior to discharging to the Bay. The wetland area will include seasonal and/or perennial stormwater treatment areas.

The stormwater runoff from the public streets within this watershed area will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within this watershed area will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Watershed Area E2

The SFPUC will be responsible for the construction of the WWTF in this watershed area. The WWTF area will utilize an outfall structure into the wetland area or an outfall along the eastern shoreline. Portions of treatment flows may be directed to the wetland area for treatment. The other areas will emphasize Low Impact Development (LID) type measures for the treatment of runoff. BMPs in this area will be selected by the SFPUC as part of the design of the treatment facility. The stormwater treatment wetland will be constructed by the Developer.

Watershed Area F

This watershed area will utilize outfall structures along the eastern shoreline or the wetland area. The urban farm and sports fields have been identified as specific treatment areas to address specific pollutants of concern associated with

garden/farming activities and field maintenance. Appropriate BMPs will be incorporated within these areas to address these concerns.

Watershed Area G & H

Watershed H will be combined with G and will utilize an outfall structure located along eastern shoreline to discharge runoff. The combined treatment area for these watersheds will be located along the northern edge of Watershed G near the recreation

fields. The treatment flow from these watersheds will be split off from the larger flows near the outfall and pumped up to the treatment area. Stormwater treatment BMPs will be integrated with the park design to ensure aesthetic and programmatic consistency. The BMPs could include:

- Bio-retention Planters
- Street Planters
- Swales

The stormwater runoff from the public streets within these watershed areas will be pre-treated with bio-retention/infiltration planters or bio-swales within the landscape strips along the roadway section. The street flows will then be treated again in the combined treatment area.

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Existing School Site

As a distinct use with ample open space adjacent to buildings this area will be treated as a discrete treatment area. BMPs will be selected with an emphasis on ecological and educational opportunities associated with the green schoolyard concept. Selected BMPs may include Bioretention/Infiltration Planters, Raingardens, Swales, Subgrade Infiltration Areas and/or Permeable Paving. The outfall for the school site will be directed towards the wetland area.

Centralized Treatment Areas

Many of the watershed areas included centralized treatment areas where a single treatment feature treats stormwater from the entire watershed including private parcels and TIDA controlled property. Private vertical development and TIDA controlled property will not be required to implement any stormwater treatment measures on their parcels if the stormwater treatment is provided in designated off-parcel, centralized treatment areas as approved by the SFPUC. Stormwater Control Plans will be submitted as per the DRDAP.

12.3.2 Yerba Buena Stormwater Treatment Areas

Watershed Area Y1

This watershed area will utilize an outfall located near the intersection of Macalla Road and Treasure Island Road. The treatment areas for this watershed will be a combination of areas along Macalla Road. The treatment flow from this watershed will be split off from the larger flows and directed to the treatment areas with gravity diversion structures where possible or with pump stations prior to the outfall. Stormwater treatment BMPs will be integrated with the YBI Habitat Plan and open space design. The BMPs could include:

- Bio-retention/Infiltration Planters
- Raingardens
- Swales

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Watershed Area Y2

This watershed area will utilize an outfall located on the northern shoreline of YBI at the lower elevations below the Great White historic buildings. The treatment area for this watershed will be located in the open space area below the Great Whites. The treatment flow from this watershed will be split off from the larger flows and directed to the treatment areas with gravity diversion structures where possible or with pump stations prior to the outfall. Stormwater treatment BMPs will be integrated with the YBI Habitat Plan and open space design. The BMPs could include:

- Bio-retention/Infiltration Planters,
- Raingardens
- Swales

The development parcels within these watershed areas will not be required to pre-treat their storm water runoff prior to discharging to the public stormwater system.

Centralized Treatment Areas

Many of the watershed areas included centralized treatment areas where a single treatment feature treats stormwater from the entire watershed including private parcels and TIDA controlled property. Private vertical development and TIDA controlled property will not be required to implement any stormwater treatment measures on their parcels if the stormwater treatment is provided in designated off-parcel, centralized treatment areas as approved by the SFPUC. Stormwater Control Plans will be submitted as per the DRDAP.

Typical treatment cross sections for the street planters and bio-retention planters are shown on Figure 12.5. These BMPs will be designed to meet the stormwater control requirements of the Stormwater Design Guidelines at all times during the treatment storm at Mean Higher High Water (MHHW) conditions, with 16-inches of SLR. Stormwater treatment BMPs required to meet the Stormwater Design Guidelines shall be designed such that the system hydraulic grade line during the treatment storm, at MHHW (6.22 NAVD 88) conditions, with 16-inches of SLR shall have a 6-inch clearance below the bottom of the treatment and/or storage zones, unless approved by the SFPUC on a case-by-case scenario. The final sizing and elevations of the stormwater treatment devices will be developed in coordination with the SFPUC prior to approval of the Major Phase and Sub Phase applications and will meet the San Francisco Stormwater Design Guidelines treatment requirements.

Maintenance of the Stormwater Management Controls for Treasure Island / Yerba Buena Island Development Project will be as follows:

Homeowners Association or TIDA: The development homeowners association or TIDA will maintain all Stormwater Management Controls required to meet SFPUC stormwater management

requirements to treat runoff from private development (buildings, courtyards, parks and open space, private alleys, etc.) or TIDA controlled property (TIDA owned trust streets, TIDA owned facilities, etc.) as defined within the property legal descriptions. At no time will this runoff discharge to stormwater management controls located within the public right of way. This maintenance obligation includes all necessary stormwater lift stations and other ancillary infrastructure required for the Stormwater Management Controls to properly function.

SFPUC or other City Agency: The SFPUC or other City Agency will be responsible for maintenance of Stormwater Management Controls within the public right of way designed to only treat runoff from the public right of way. This maintenance obligation includes all infrastructure required for the Stormwater Management Controls located in the public right-of-way to properly function.

“Stormwater Management Controls” means the facilities, both those to remain privately-owned and those to be dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff associated with the Project, as required by the San Francisco stormwater management standards, the applicable NPDES permit, and/or state and federal law, and as described in this Infrastructure Plan. Stormwater Management Controls include but are not limited to: (i) swales and bio-swales (including plants and soils), (ii) bio-retention and bio-filtration systems (including plants and soils), (iii) constructed ponds and/or wetlands (vi) permeable paving systems, and (v) other facilities performing a stormwater control function constructed to comply with the San Francisco stormwater management standards, the applicable NPDES permit, and/or state and federal law. Stormwater Management Controls shall not mean Infrastructure that is part of the traditional collection system such as catch basins, stormwater pipes, stormwater pump stations, outfalls, etc, that are located in the public right-of-way.

12.4 Coast Guard and Job Corps

The Developer will not replace the stormwater facilities within the Coast Guard and Job Corps properties.

The Coast Guard facility is a separate system on YBI and no connections to the new system are required.

The existing Job Corps stormwater system crosses their property line at several locations along their western and southern property line and connects to the existing TI system. The Project will coordinate with the Job Corps and re-connect their system at one location on Avenue C. The Project will then provide one of the following two alternatives for connecting the Job Corps stormwater system to the existing outfall along the western shoreline that currently serves the Job Corps site:

1. Install a new gravity line from the Job Corps connection point on Avenue C to the existing outfall. The gravity line would be sized to match the existing drainage conditions on the Job Corps campus.
2. Install a new pump station at the connection point and provide a dedicated force main to the existing outfall. The pump station and force main would be designed to match the existing drainage conditions on the Job Corps campus.

No improvements to the existing outfall are proposed and the Job Corps will be responsible for any required storm water treatment on their site.

12.5 Phases for Stormwater System Construction

The Developer will design and install the new stormwater collection and treatment systems to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The existing land areas on Treasure Island will continue to utilize the existing stormwater collection system with interim connections to the new system where required to maintain the existing service until the existing areas are demolished. The existing stormwater pump/lift stations will continue to be used for the existing land areas to remain during the initial Sub-Phases of the Project. The existing pump/lift stations located within each Sub-Phase will be removed or replaced with that Sub-Phase. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer.












Subject to negotiating a separate utilities interim operations memorandum of understanding between the Authority and the SFPUC, either the Authority or the SFPUC will be responsible for maintenance of existing collection facilities until replaced by the Developer. Once construction of

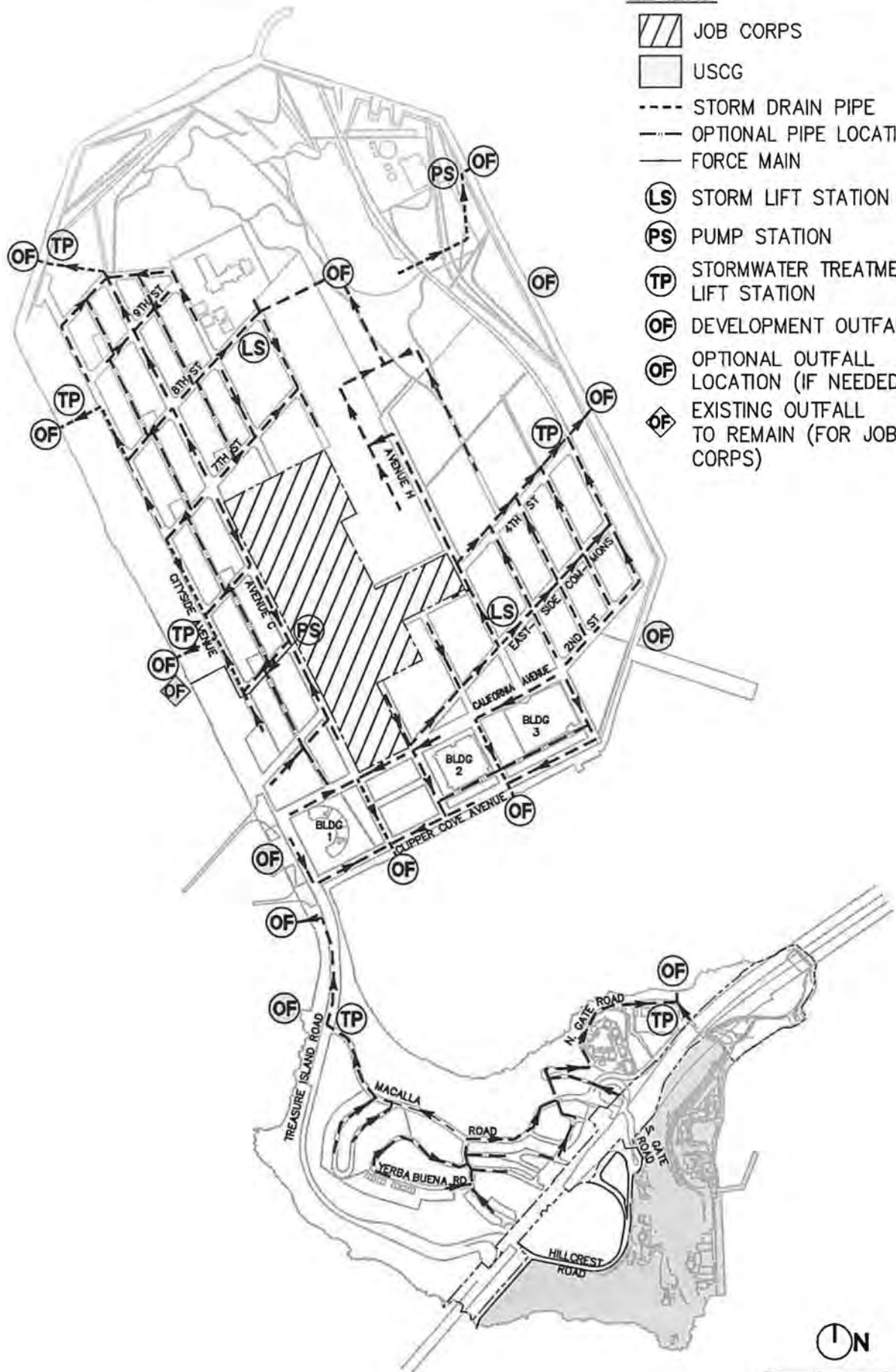
the Sub-Phase or new collection/treatment facilities are complete and accepted by the SFPUC, the SFPUC will be responsible for the new public stormwater collection system, including pump stations, located in public right of way areas. The Authority will be responsible for the stormwater treatment facilities in public areas. Private stormwater systems, including pump stations and treatment areas, located on private property will be maintained by the property owner.

The Developer will provide an existing conditions report for the existing stormwater system scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the

geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the original stormwater system, and/or newly installed stormwater mains on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

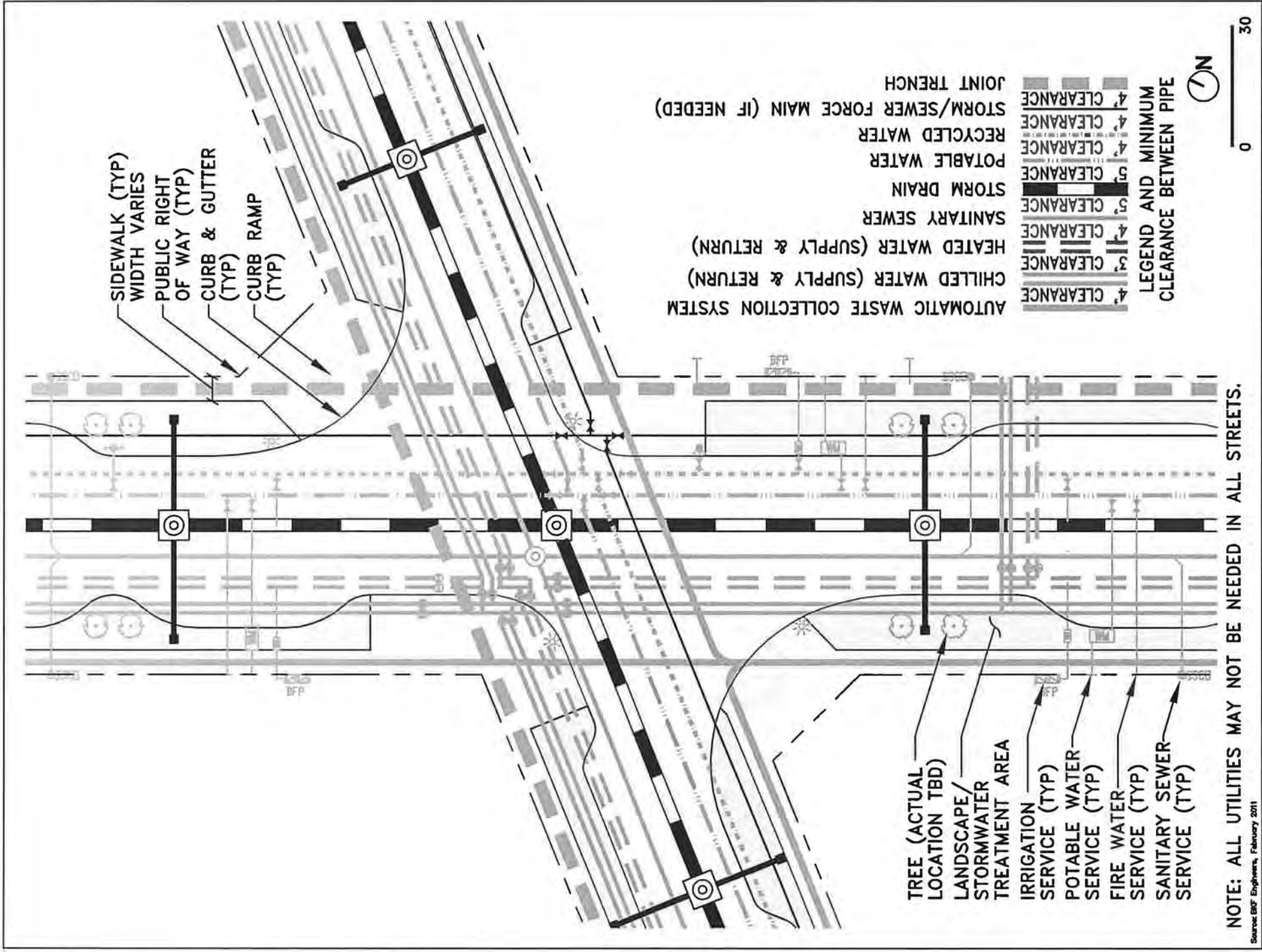
LEGEND

-  JOB CORPS
-  USCG
-  STORM DRAIN PIPE
-  OPTIONAL PIPE LOCATION
-  FORCE MAIN
-  STORM LIFT STATION
-  PUMP STATION
-  STORMWATER TREATMENT LIFT STATION
-  DEVELOPMENT OUTFALL
-  OPTIONAL OUTFALL LOCATION (IF NEEDED)
-  EXISTING OUTFALL TO REMAIN (FOR JOB CORPS)



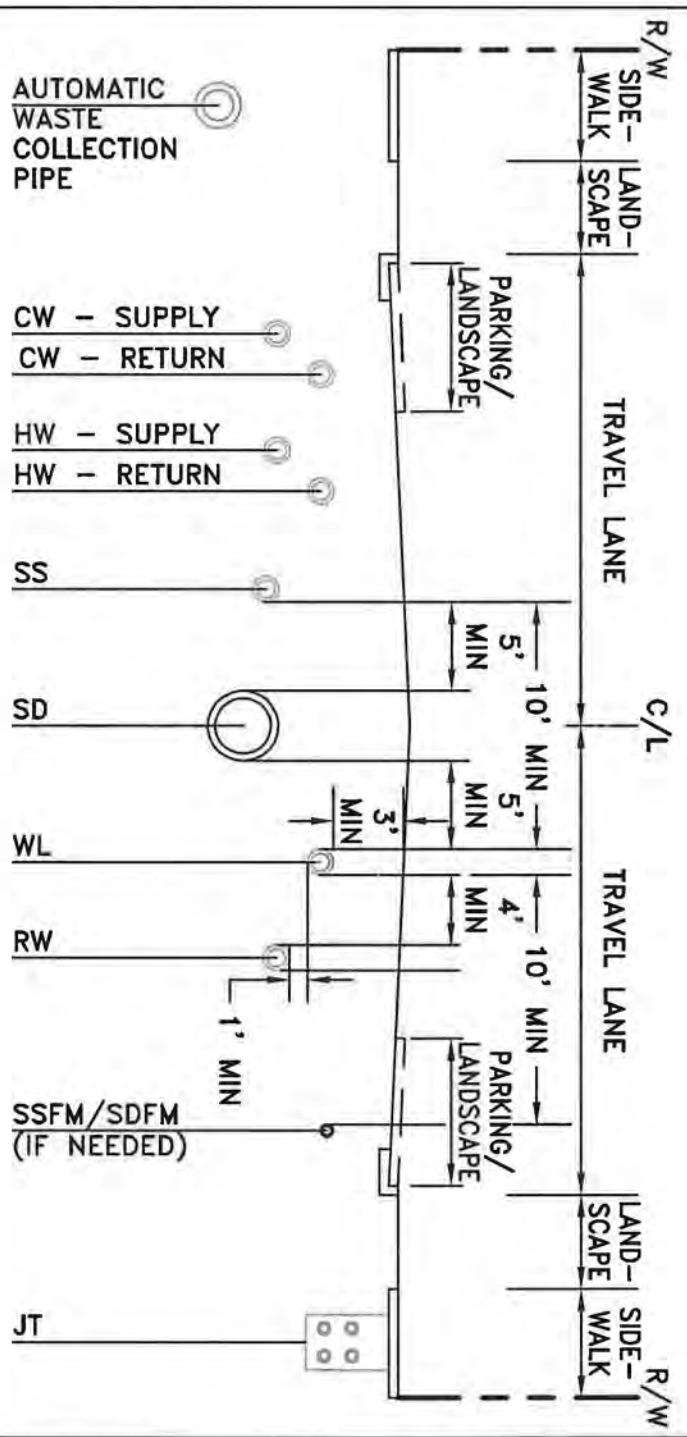
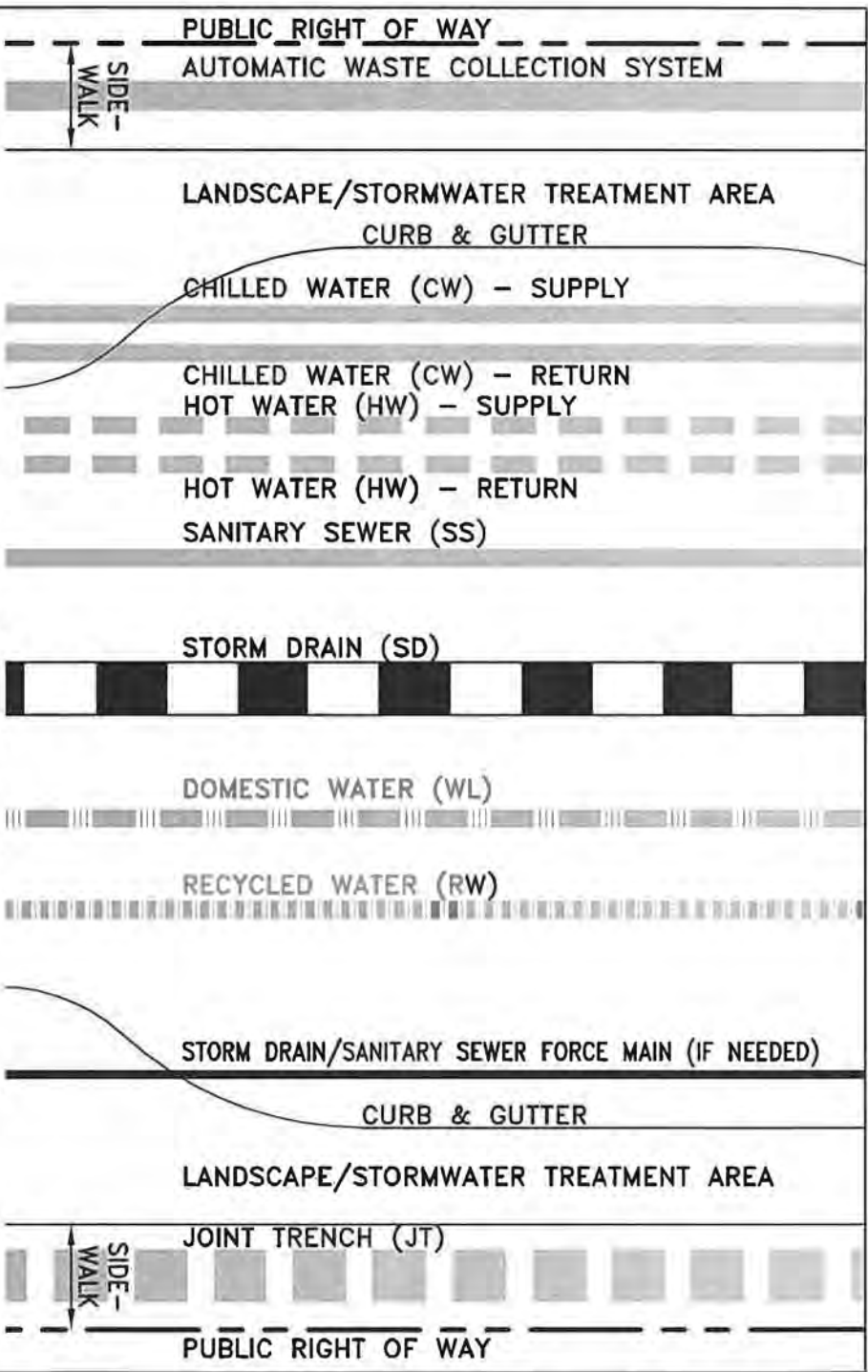
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Source: BKF Engineers, February 2011

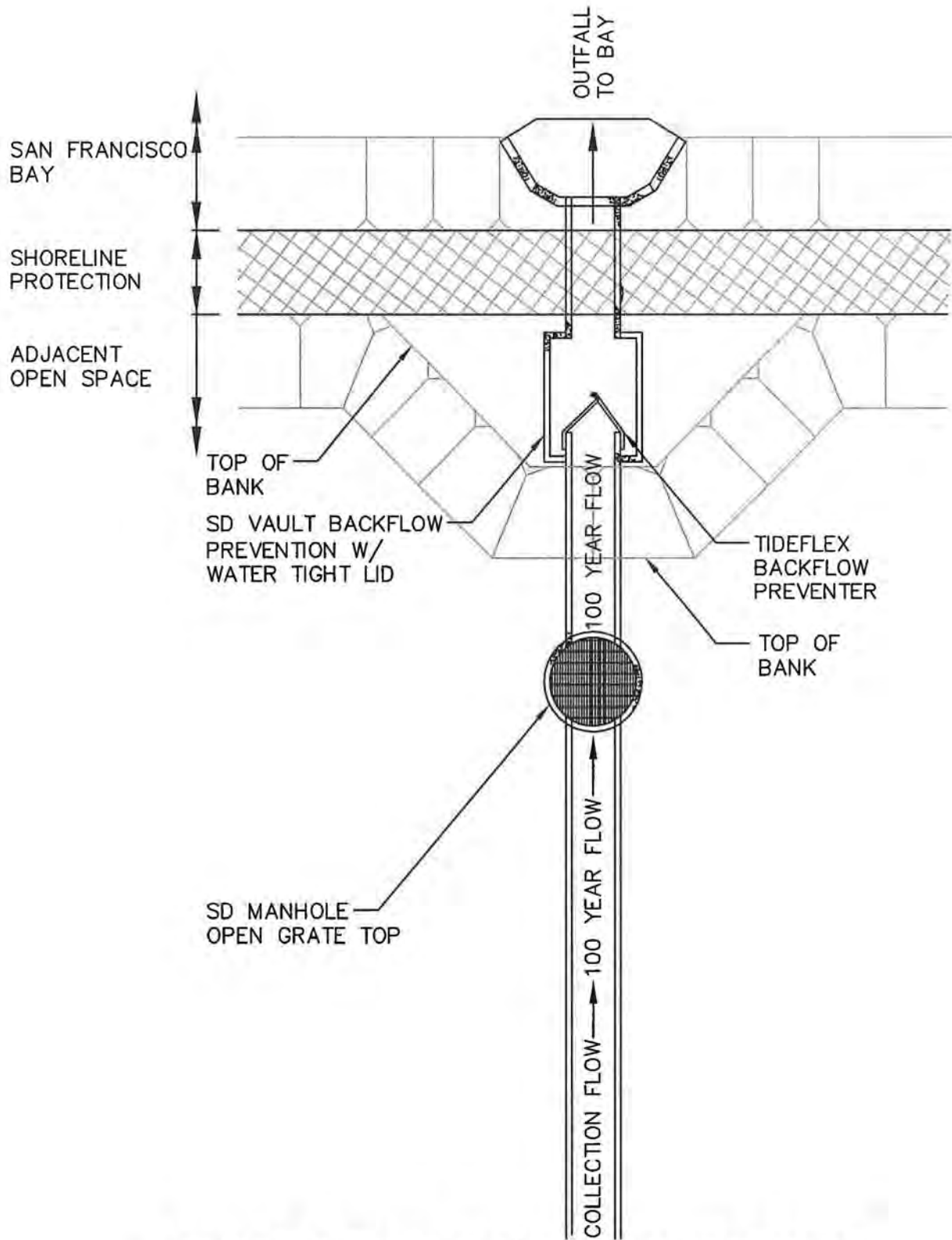


NOTE: ALL UTILITIES MAY NOT BE NEEDED IN ALL STREETS.

Source: BGF Engineers, February 2011



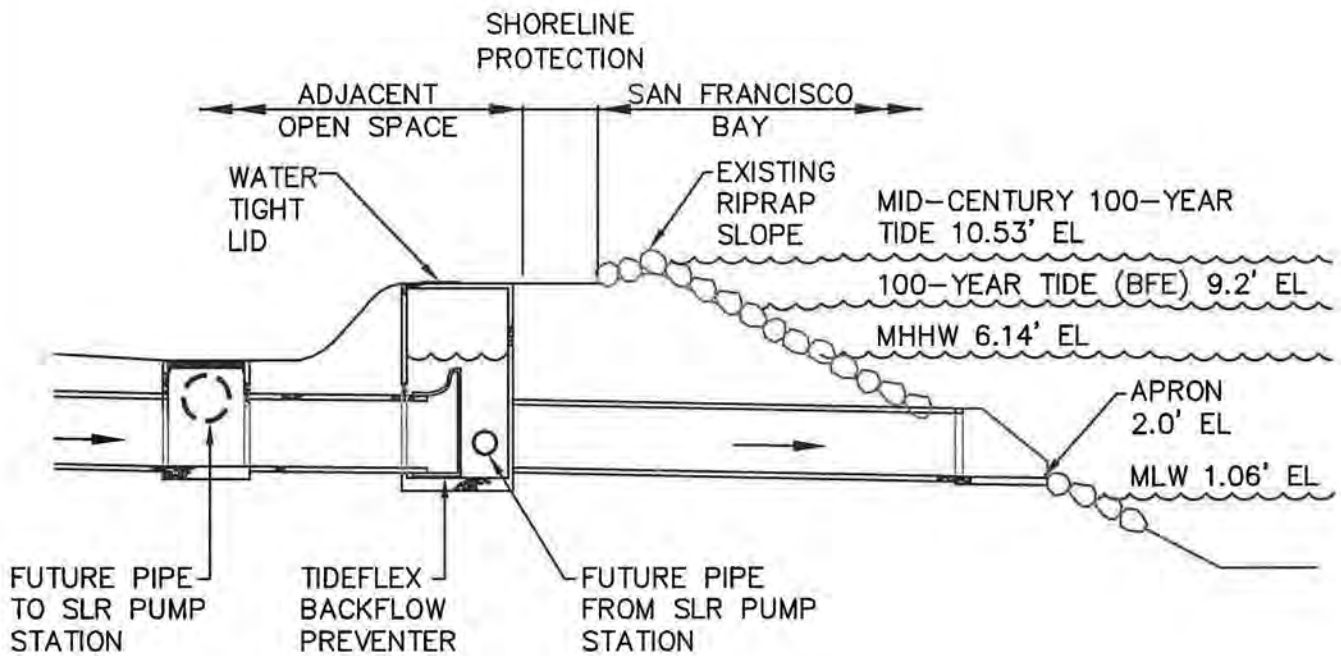
TYPICAL UTILITY CROSS SECTION
1" = 10'



STORM DRAIN OUTFALL AT CONSTRUCTION

NOT TO SCALE

Source: BKF Engineers, 2010

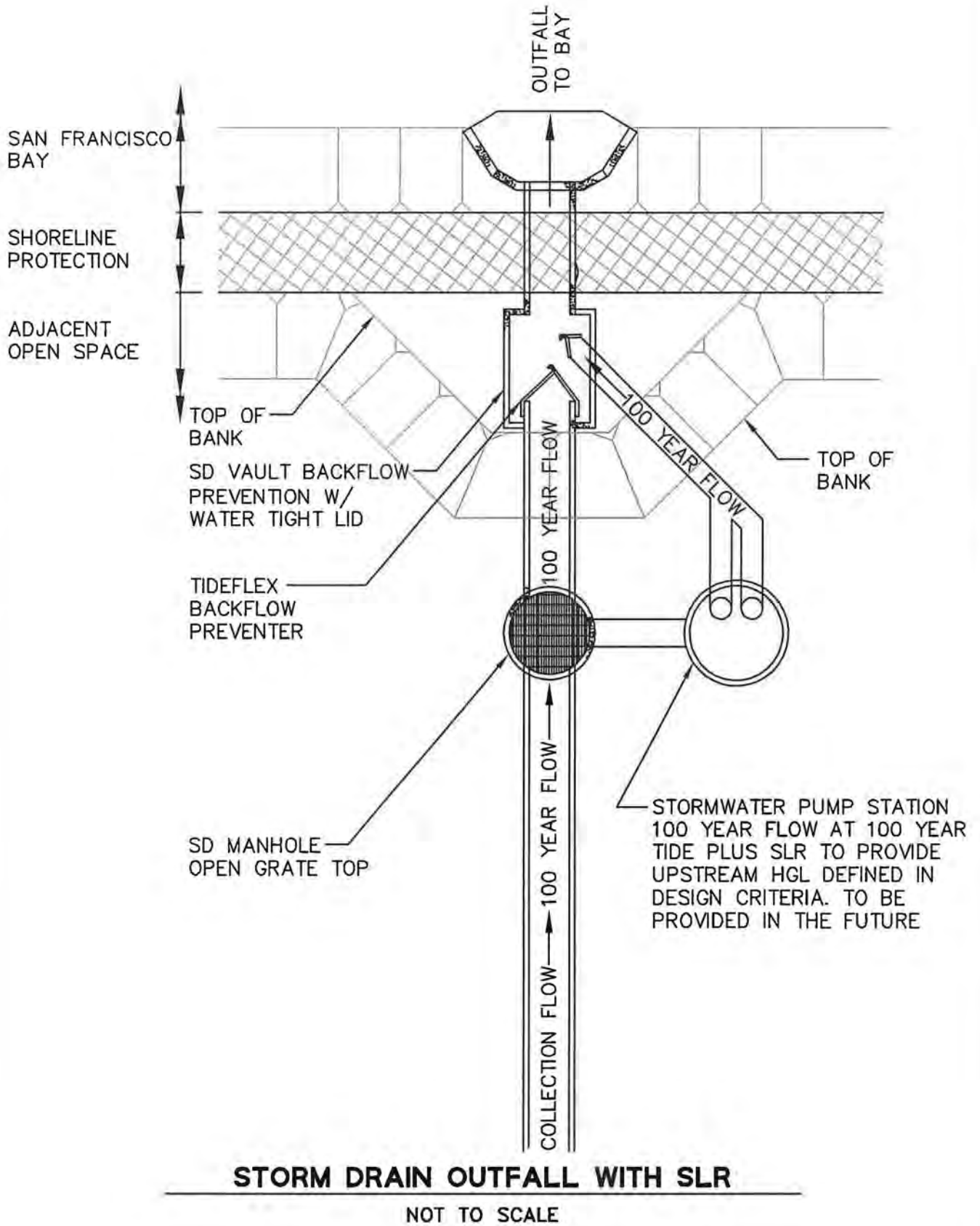


STORM DRAIN OUTFALL - SECTION

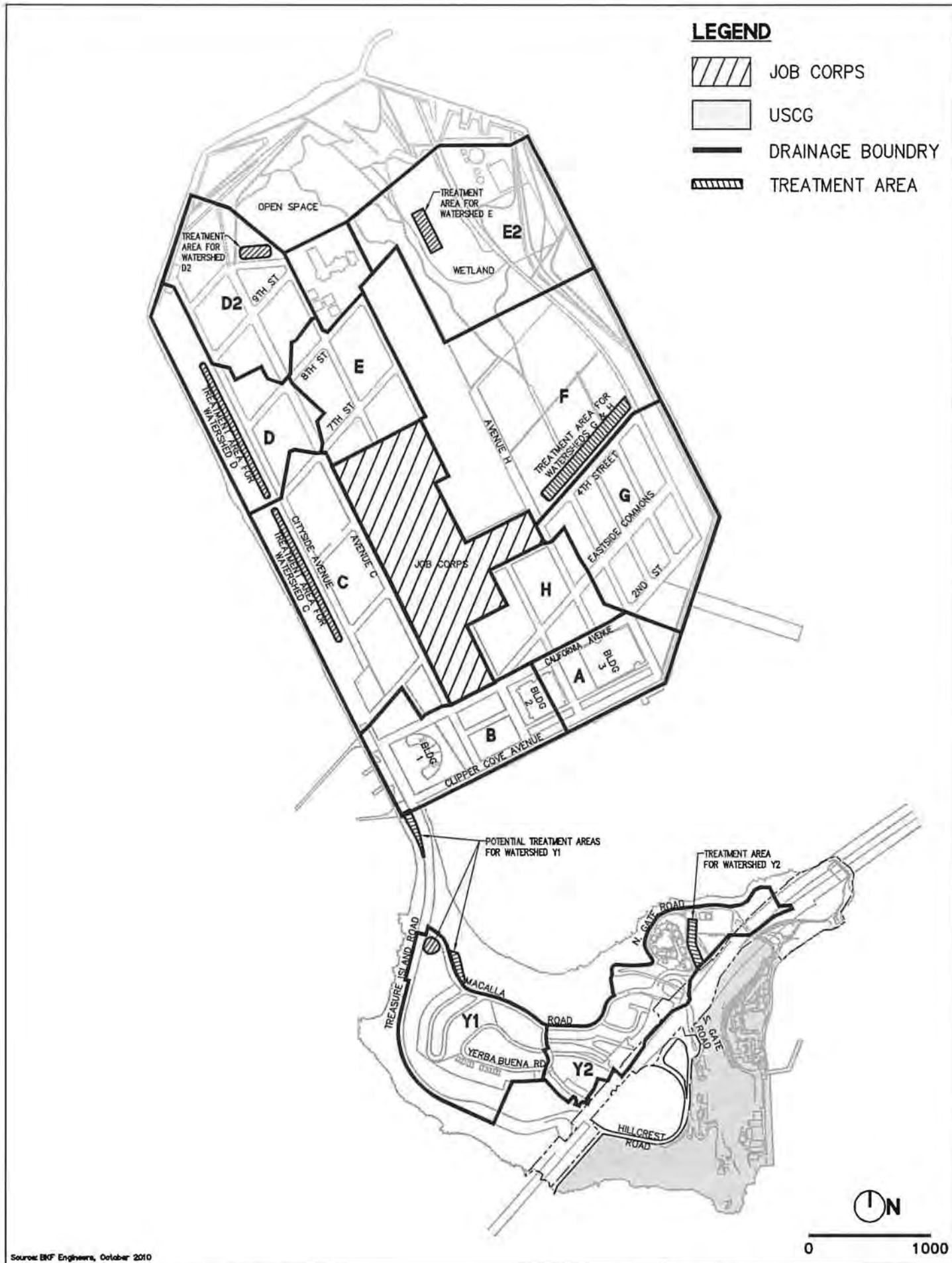
NOT TO SCALE

PROJECTED TIDE ELEVATIONS WITH SEA LEVEL RISE

TIDE BENCHMARK	SLR	100-YR	MLW	MHHW
CURRENT	-	9.20'	1.06'	6.14'
MID-CENTURY (~2050)	16"	10.53'	2.39'	7.47'
3/4 CENTURY (~2075)	36"	12.20'	4.06'	9.14'
END CENTURY (~2100)	55"	13.78'	5.64'	10.72'



Source: BKF Engineers, 2010



Source: BKF Engineers, October 2010

Treasure Island Infrastructure Plan

Figure 12.4: Watershed and Treatment Areas

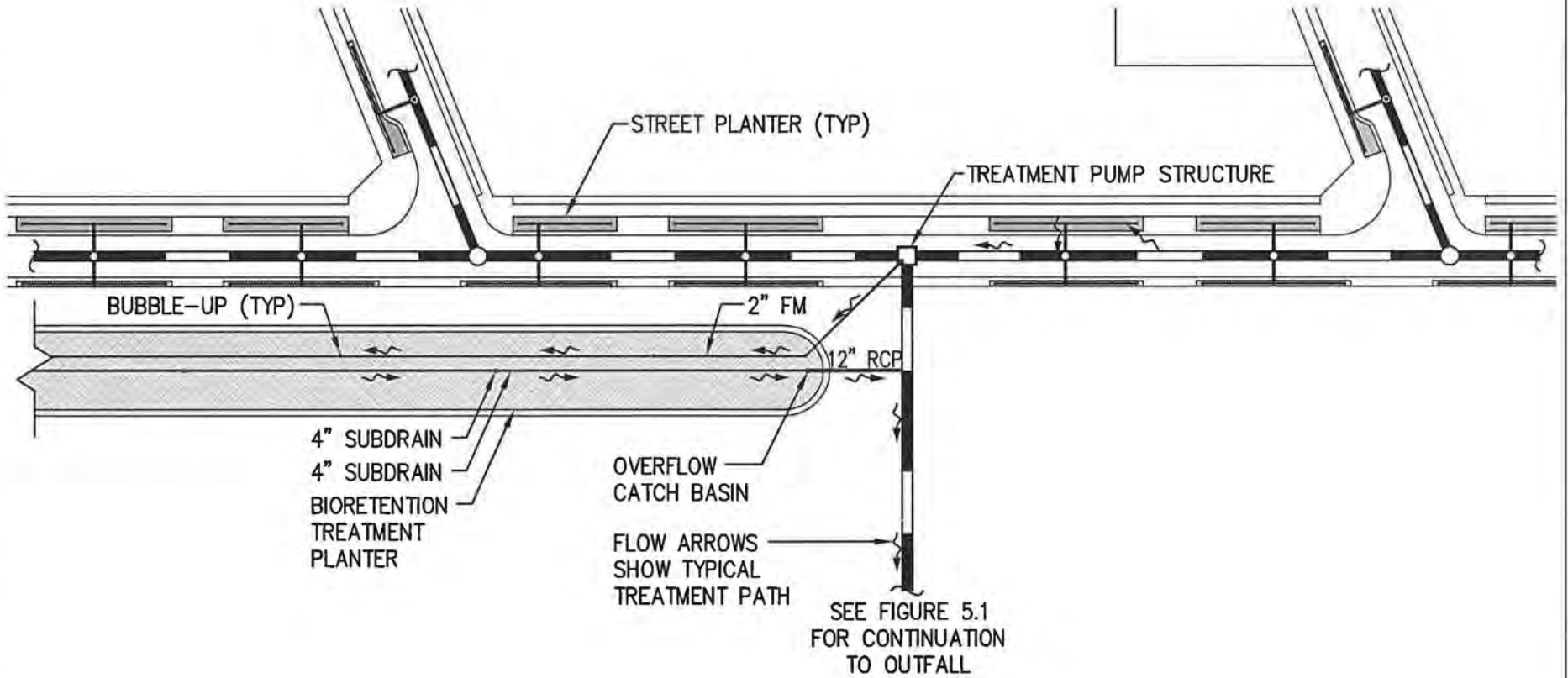
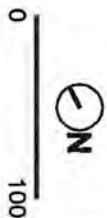
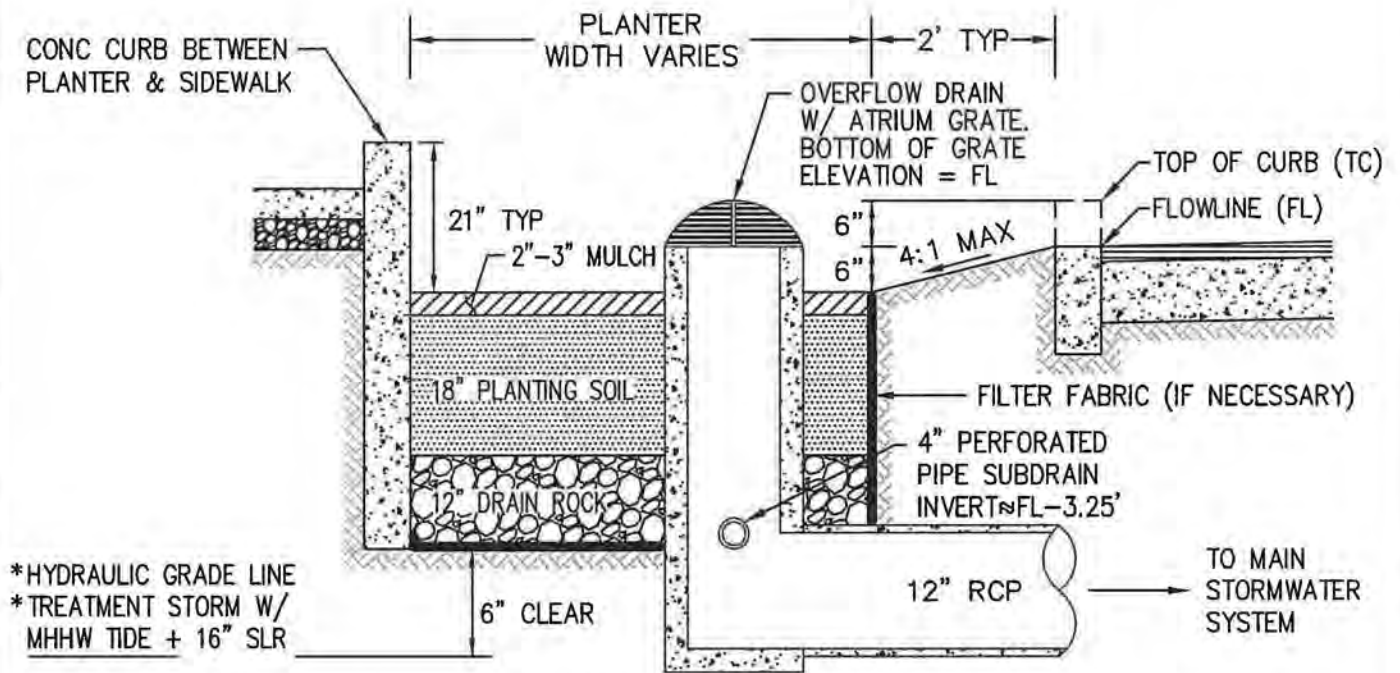


Figure 12.5.1: Typical Stormwater Path

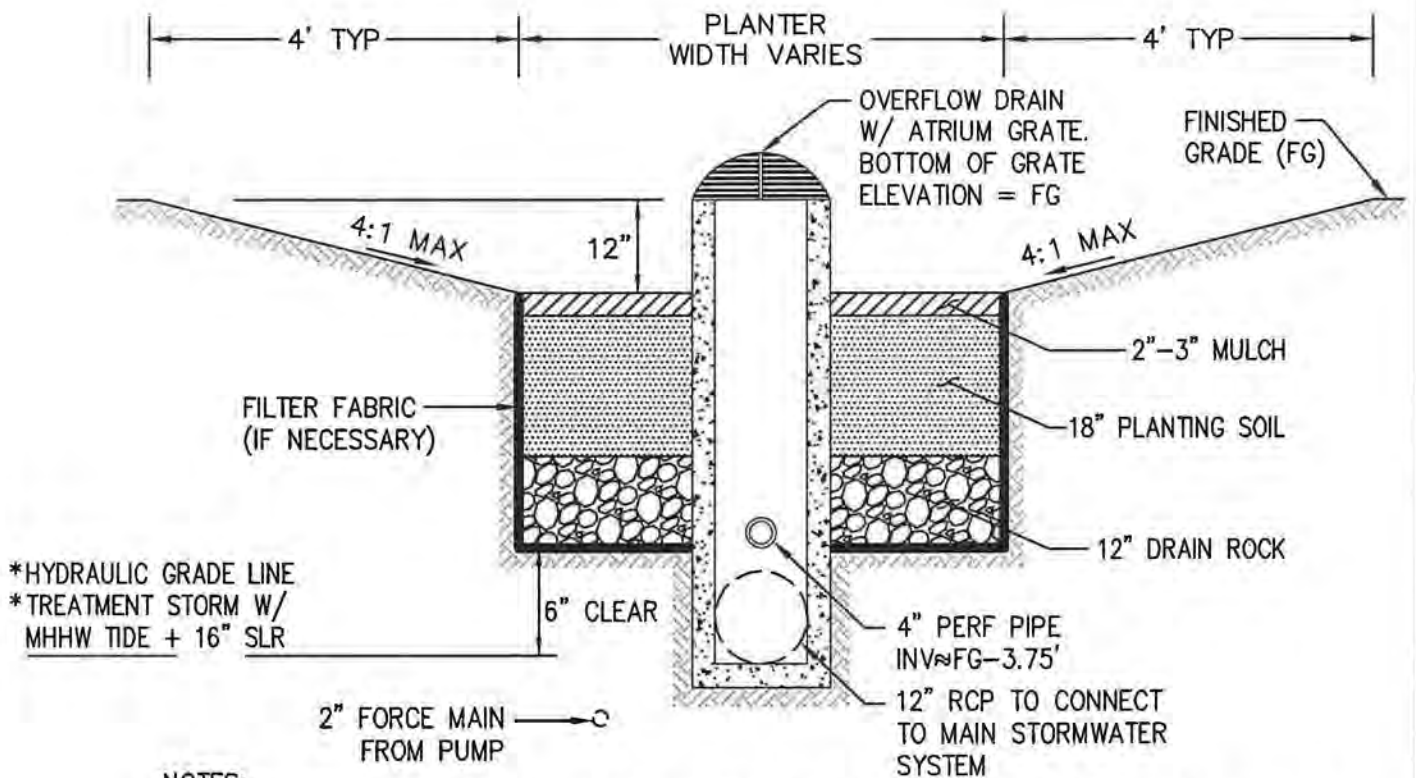




*INDICATES THE HYDRAULIC GRADE LINE (HGL) OF THE STORM EVENT AND TIDE CONDITION (STORM EVENT/TIDE CONDITION) ASSUMING PLANTER LOCATED AT MOST UPSTREAM DRAINAGE STRUCTURE AND FL = 12.0 (NAVD 88).

TYPICAL STREET PLANTER

NOT TO SCALE



NOTES:

1. *INDICATES THE HYDRAULIC GRADE LINE (HGL) OF THE STORM EVENT AND TIDE CONDITION (STORM EVENT/TIDE CONDITION) ASSUMING PLANTER LOCATED IN SHORELINE PARK JUST UPSTREAM OF TIDEFLEX STRUCTURE AND FG = 12.0 (NAVD 88).

TYPICAL BIORETENTION TREATMENT PLANTER

NOT TO SCALE

13. DRY UTILITY SYSTEMS

Dry utilities on Treasure Island include electrical, natural gas, cable TV and telecommunications services.

13.1 Electrical System

13.1.1 Existing Electrical Service to Treasure Island

TIDA, or the Power Provider will own, operate, and maintain the existing electrical system once the Navy transfer is complete. They will be responsible for updating/executing/maintaining all related agreements for the continued electrical service to Treasure Island.

13.1.2 Existing Electrical System on Treasure Island

The existing submarine cables from Oakland land on TI near the end of 3rd Street. These lines connect to a series of existing 15kV switches located within Building 3. The existing switches provide sectionalizing capability to various parts of the Island. The existing distribution system on Treasure Island is a mix of underground cables and overhead lines. The rated capacities of the existing systems on Treasure Island are unknown. YBI is served by an existing 12 kV submarine cable running from Treasure Island to Yerba Buena Island under Clipper Cove.

To provide redundant power in case of emergency, the SFPUC owns two portable, diesel-fueled 2 MW generators that serve Treasure Island. The generators are kept outside of Building 3 and connect to the main 12 kV switchgear at TI. In the event of a power outage from an off-Island event, the power is manually switched to the portable generators. The portable generators are currently tested every other week. Each unit has a double-contained storage tank that holds approximately 2,100 gallons of diesel fuel that is adequate to run each generator at 70 percent load for about 20 hours.

13.1.3 Proposed Electrical System

13.1.3.1 Proposed Electrical Demand

The Project's estimated electrical peak demand is 11.4 MW and annual electrical energy consumption is 58,500 Megawatt-hours (MWh). This includes the proposed land uses, existing facilities to remain, infrastructure demands, and the WWTF.

13.1.3.1.1 Proposed Renewable Energy Generation

The Developer will provide 5 percent of peak electric demand with on-site renewable sources. The Project is anticipated to include photovoltaic panels to meet the goal. This would include the ability to provide roof-mounted photovoltaic systems on all buildings, including historic Buildings 1, 2, and 3.

13.1.3.2 Proposed Treasure Island Electrical Distribution System

The Developer will be responsible for the design and construction of the proposed electrical distribution system. The existing electrical distribution will be replaced in phases as the Project builds out. . The new system will be designed and constructed to PG&E standards. The on-island system will include new 15kV class switchgear (outdoor gear in a fenced enclosure) located near the southeast corner of the Project with bus and breakers for protection and sectionalizing load on the island. The submarine cables will be connected to this new switchgear through separate breakers, providing a redundant supply to the Island. The switchgear will include connection points for the two existing trailer mounted generators (to be relocated in close proximity to the switchgear yard) to provide additional redundancy. The distribution system throughout the Project will consist of a looped 600 amp, 12kV, main underground feeder system with fuses to protect radial and looped 200 amp circuits feeding transformers and service cables to residential and commercial developments. Distribution equipment will be installed subsurface or pad mounted as approved by the Power Provider. The existing 12kV submarine cable to YBI will remain and will be reused to provide service to the existing uses on YBI.

The new permanent electric distribution system will be underground in a joint or common trench which shall include gas, communication, and cable TV facilities as described below. The joint trench will also include electrical service for other infrastructure items such as street lights, traffic signals, and pump stations.

13.1.3.2.1 Location of Electrical Distribution System within New Streets

Figure 13.1 shows a conceptual layout of the joint trench system. Figure 13.2 shows the typical alignment of the joint trench system within the proposed streets.

13.1.3.3 Phases for Electrical System Construction

The Developer will design and install the new electrical system in phases to match the Sub-Phases of the Project. The amount of the existing system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The Sub-Phase will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. Repairs and/or replacement of the existing facilities necessary to serve the Sub-Phase will be designed and constructed by the Developer.

The existing land uses on Treasure Island will continue to utilize the existing electrical distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. These interim connections may be on overhead pole lines to facilitate ease of relocation to accommodate construction. The Power Provider will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the Sub-Phase or new power facility is complete and accepted by the Utility Provider.

The Developer will provide an existing conditions report for the existing electrical system scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the original electrical system, and/or newly installed electrical system on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

13.2 Natural Gas System

13.2.1 Existing Natural Gas Demand

The existing natural gas demand at the Islands, including the Job Corps campus and the Coast Guard, is roughly 1.5 million therms per year.

13.2.2 Existing Natural Gas Distribution System

The SFPUC provides the existing natural gas supply to Treasure Island through a contract with the State of California Department of General Services ("DGS"). DGS has a contract with PG&E to use its distribution system and convey natural gas to TI through its 10" diameter submarine pipeline from Oakland. A portion of the existing pipe was recently replaced by Caltrans and PG&E due to conflicts with the construction of the new East Span of the Bay Bridge. There is no existing back-up gas supply.

The existing PG&E submarine gas line lands on the southeast corner TI. This line terminates at a large PG&E meter. Service lines radiate out from this meter to serve the uses on TI and YBI. The existing natural gas distribution system on the Island consists of 10 psi distribution lines using multiple types of pipe, including PVC and steel. The Gas Provider will own, operate, and maintain the existing natural gas service lines after the existing PG&E meter once the Navy transfer is complete.

13.2.3 Proposed Natural Gas System

13.2.3.1 Proposed Natural Gas Demand

The Project's peak natural gas demand is estimated at 42.6 million British Thermal Units per hour (Btu/hr) and annual gas consumption at approximately 1.3 million therms per year.

13.2.3.2 Proposed Natural Gas Distribution

The Developer will be responsible for the design and construction of the proposed gas distribution system. The new gas distribution system on Treasure Island will be constructed to PG&E standards and owned and maintained by the Gas Provider. The new distribution lines will be included in the joint trench facility shown in Figure 13.1 and 13.2.

13.2.3.3 Phases for Natural Gas System Construction

The Developer will install the new natural gas system in phases to match the Sub-Phases of the Project. The amount of the existing gas system replaced with each Sub-Phase will be the minimum necessary to serve the Sub-Phase. The new Sub-Phases will connect to the existing systems as close to the edge of the new Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. Repairs and/or replacement of the existing facilities necessary to serve the sub-phase will be designed and constructed by the Developer.

The existing land uses on Treasure Island will continue to utilize the existing gas distribution system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished. The Gas Provider will be responsible for maintenance of existing facilities until replaced by the Developer. The new gas system will be owned, operated and maintained by Gas Provider.

The Developer will provide an existing conditions report for the existing gas system scheduled to remain adjacent to the Sub-Phase prior to the geotechnical mitigation activity. The report will include the conditions of the original system on TI as well as the new system constructed with previous phases adjacent to the new Phase. The report will be updated at the end of the geotechnical mitigation activity and again at the end of the construction of the Sub-Phase. The limit of the report and how the conditions of the systems are determined will be coordinated with the SFPUC. The Developer will be responsible for damage to the original gas system, and/or newly installed gas system on previous phases, due to geotechnical mitigation activity and/or construction of the proposed improvements. The Developer will make the necessary repairs as required and be responsible for any permit violations due to the damage.

13.3 Telecommunications and Cable TV

The existing telecommunication facilities and cable TV on Treasure Island are outdated and in a poor state of repair. The entire system will need to be replaced with the Project.

The Developer will be responsible for the design and construction of the new services for the Project. The new services will be constructed in phases. The amount of the existing systems






replaced with each Sub-Phase will be the minimum necessary to serve the Phase. The Sub-Phase will connect to the existing systems as close to the edge of the Sub-Phase as possible while maintaining the integrity of the existing system for the remainder of the Island. The existing land uses on Treasure Island will continue to utilize the existing system with interim connections to the new system where required to maintain the existing service until the existing uses are demolished.

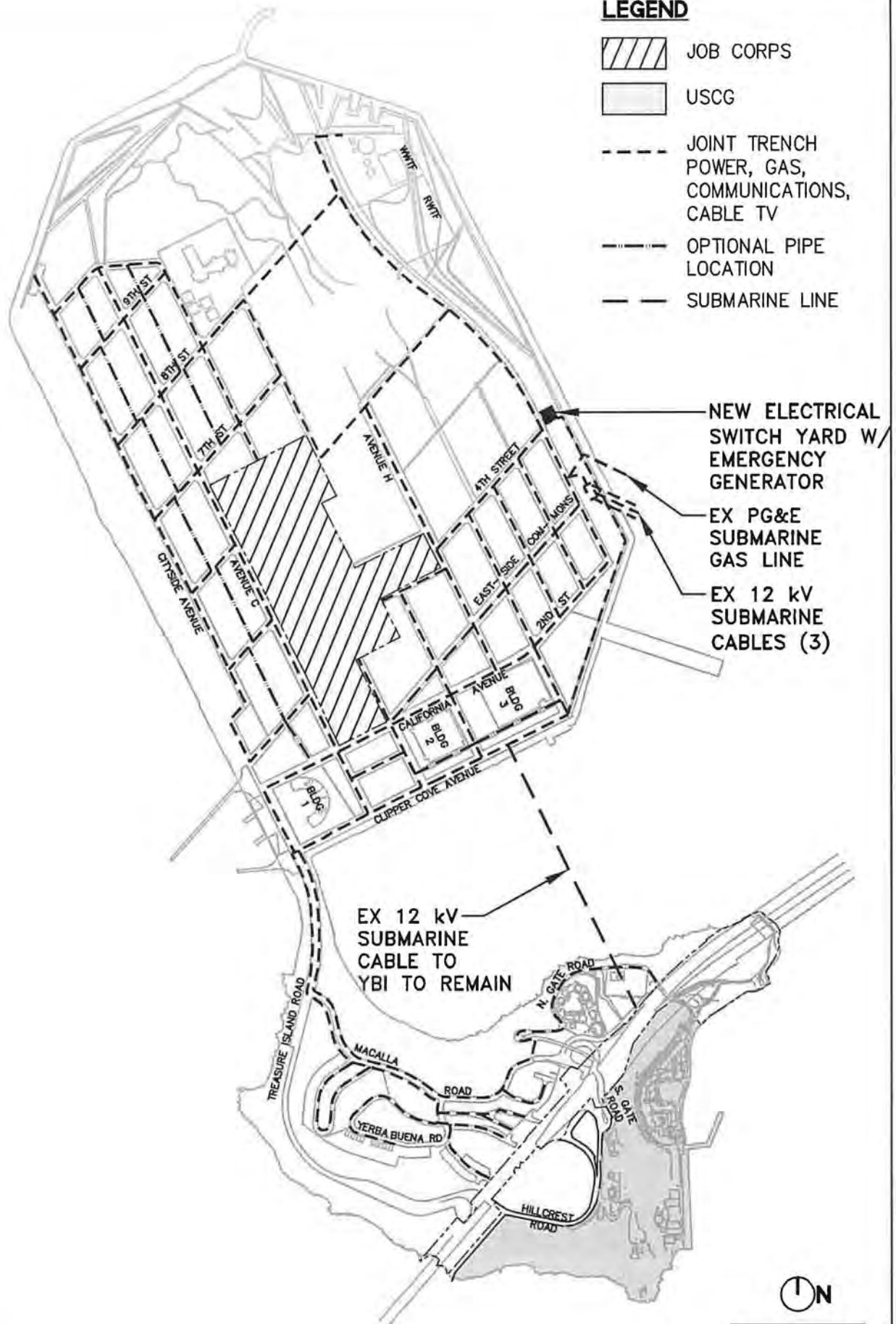
The new system will be included in the joint trench facility shown in Figure 13.1 and 13.2.

13.4 Coast Guard and Job Corps

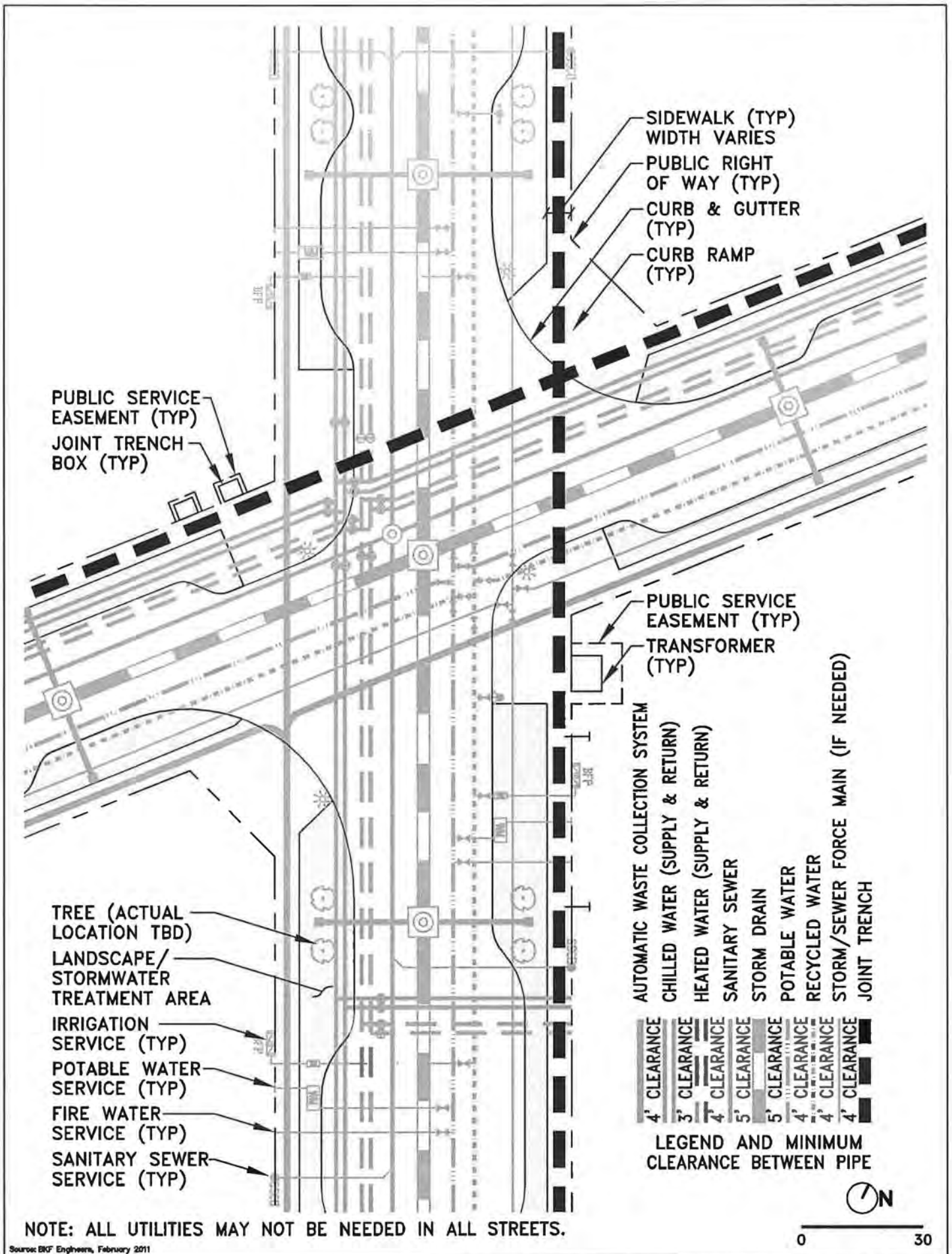
The Developer will not replace the dry utility facilities within the Coast Guard and Job Corps properties. The Developer will construct the new systems, including connection and/or transition facilities, up to the boundary of these two property owners and connect to their existing systems to maintain the existing services.

LEGEND

-  JOB CORPS
-  USCG
-  JOINT TRENCH
POWER, GAS,
COMMUNICATIONS,
CABLE TV
-  OPTIONAL PIPE
LOCATION
-  SUBMARINE LINE

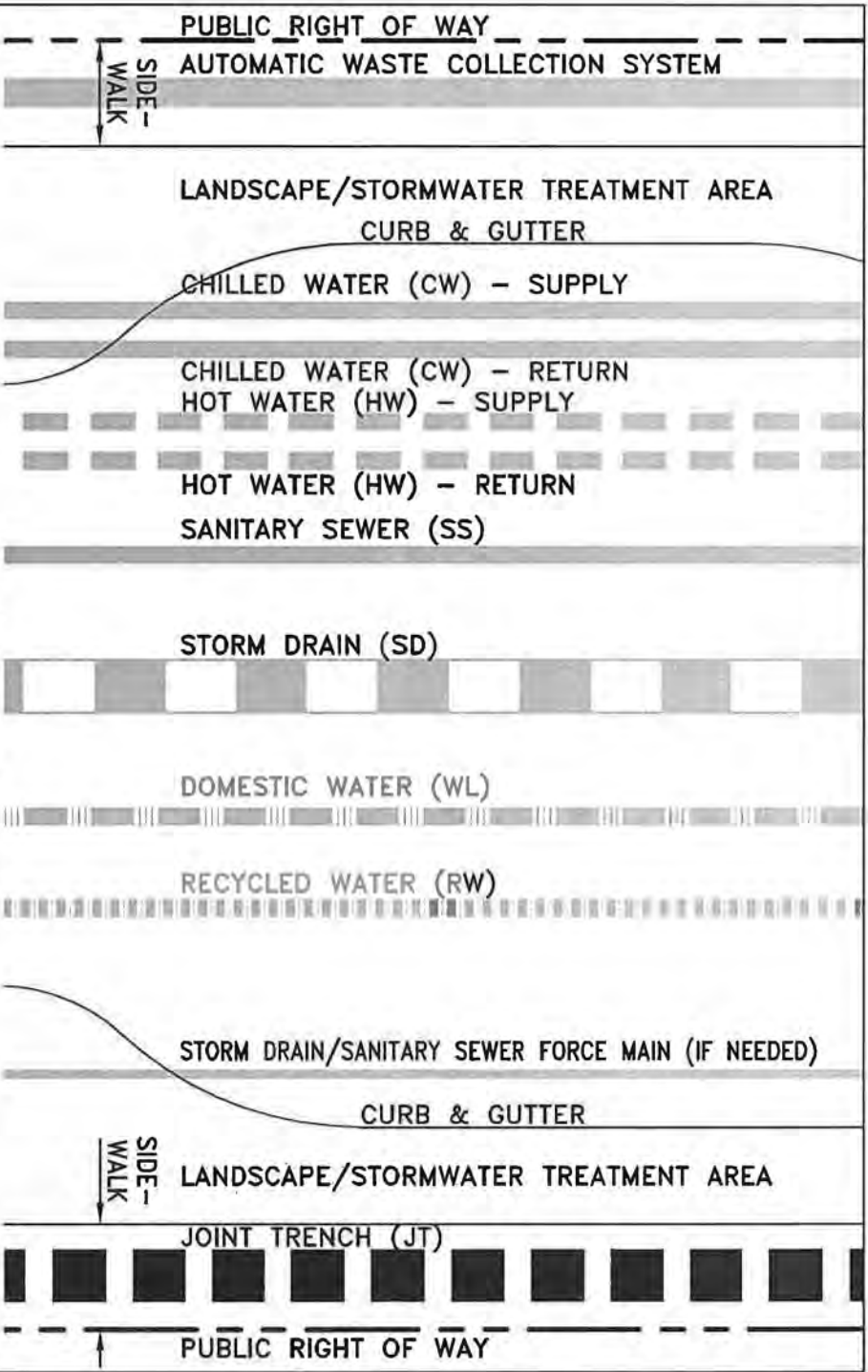


Source: BKF Engineers, October 2010

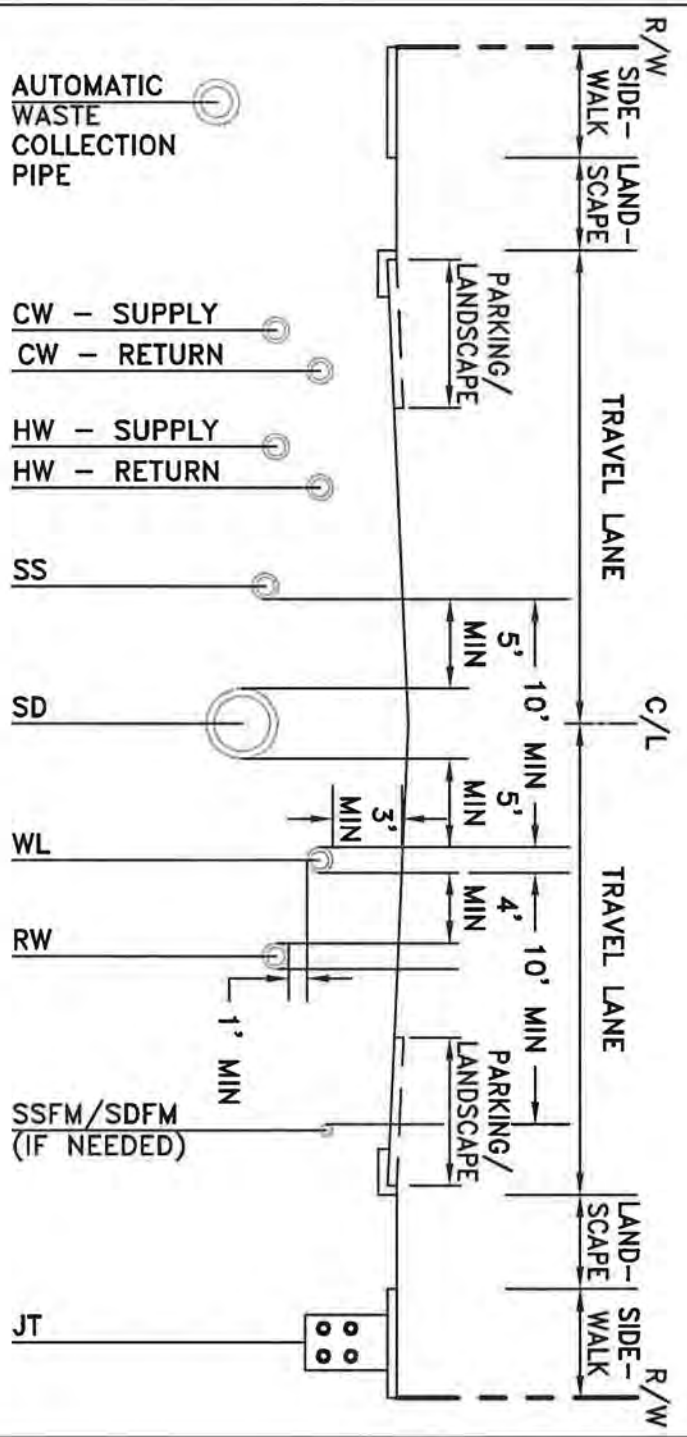


NOTE: ALL UTILITIES MAY NOT BE NEEDED IN ALL STREETS.

Source: BKF Engineers, February 2011



JOINT TRENCH IN STREETS
1"=10'



TYPICAL UTILITY CROSS SECTION
1"=10'

14. PROJECT INFRASTRUCTURE VARIANTS

A number of alternative infrastructure utilities have been considered as variants in the EIR for the project, including district heating and cooling, automated waste collection, and on-site renewable energy generation. These systems have been evaluated for use on the project, but have not been confirmed for implementation as of the date of this Infrastructure Plan. Upon mutual agreement between the City and the Developer, future implementation of any of these systems could be integrated into the project design as project approvals progress. Implementation and maintenance of these systems may be by the SFPUC, the Authority, or third party providers, or in combination between such parties. The infrastructure presented in this Infrastructure Plan would not preclude the future implementation of any of these systems.

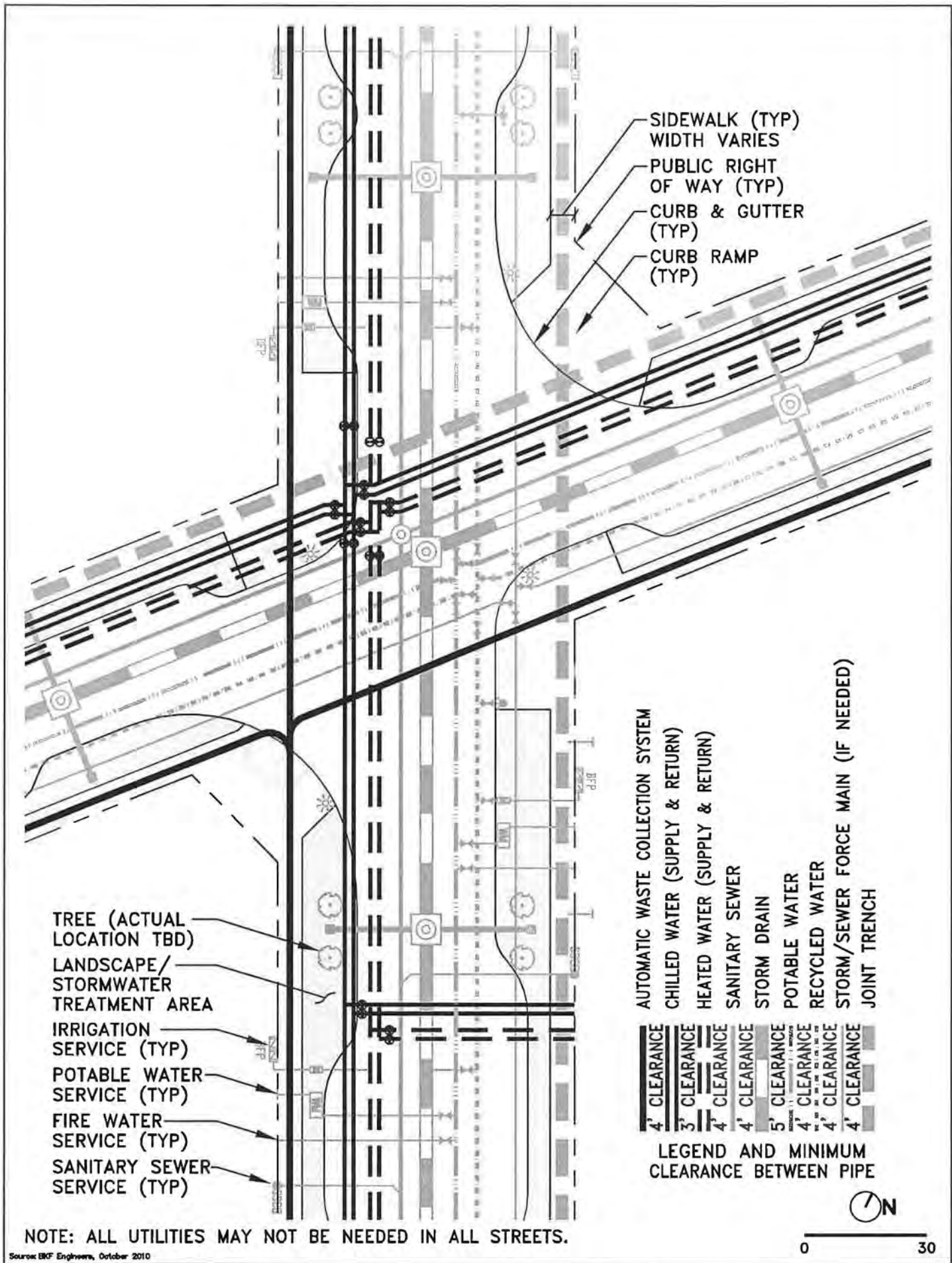
14.1 Location of Alternative Utilities

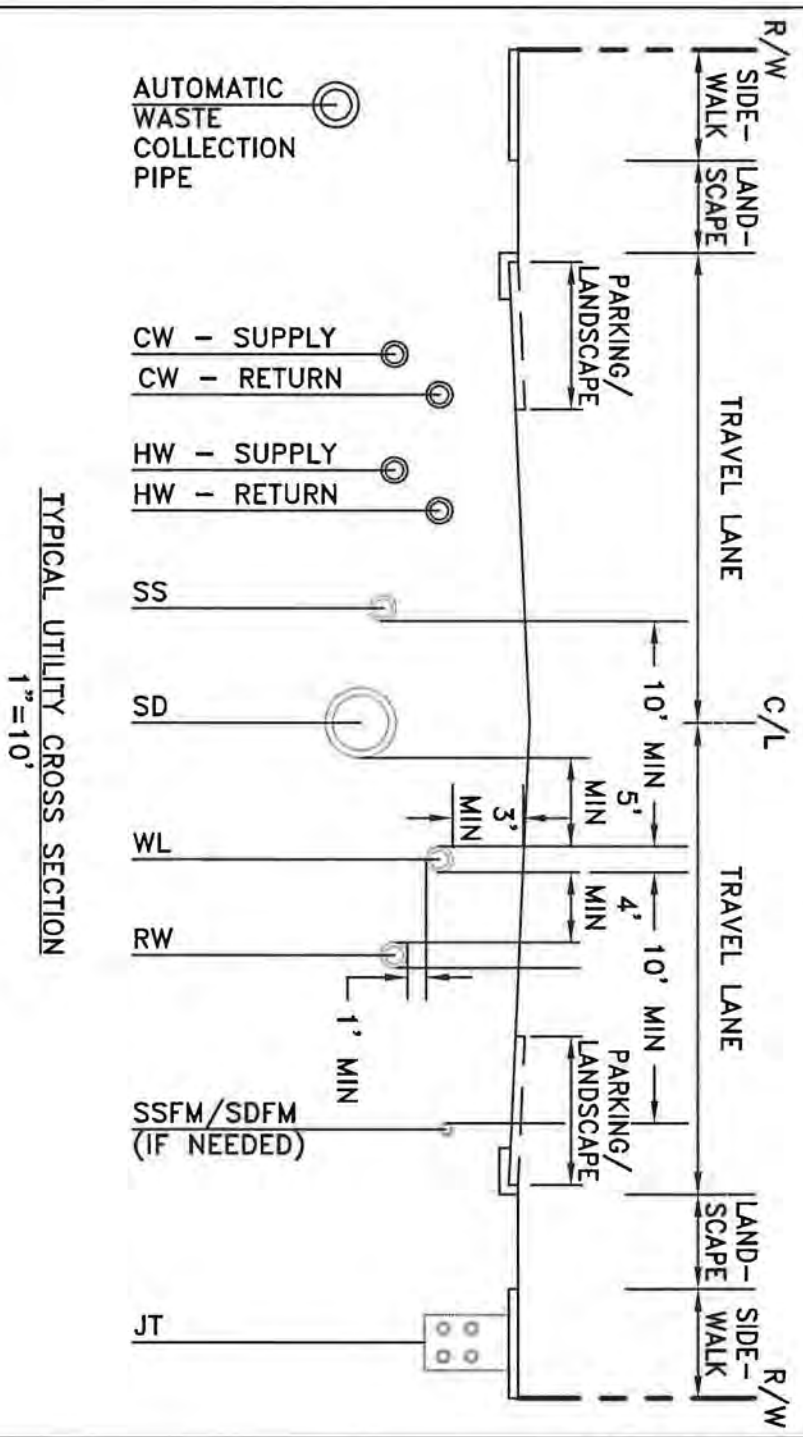
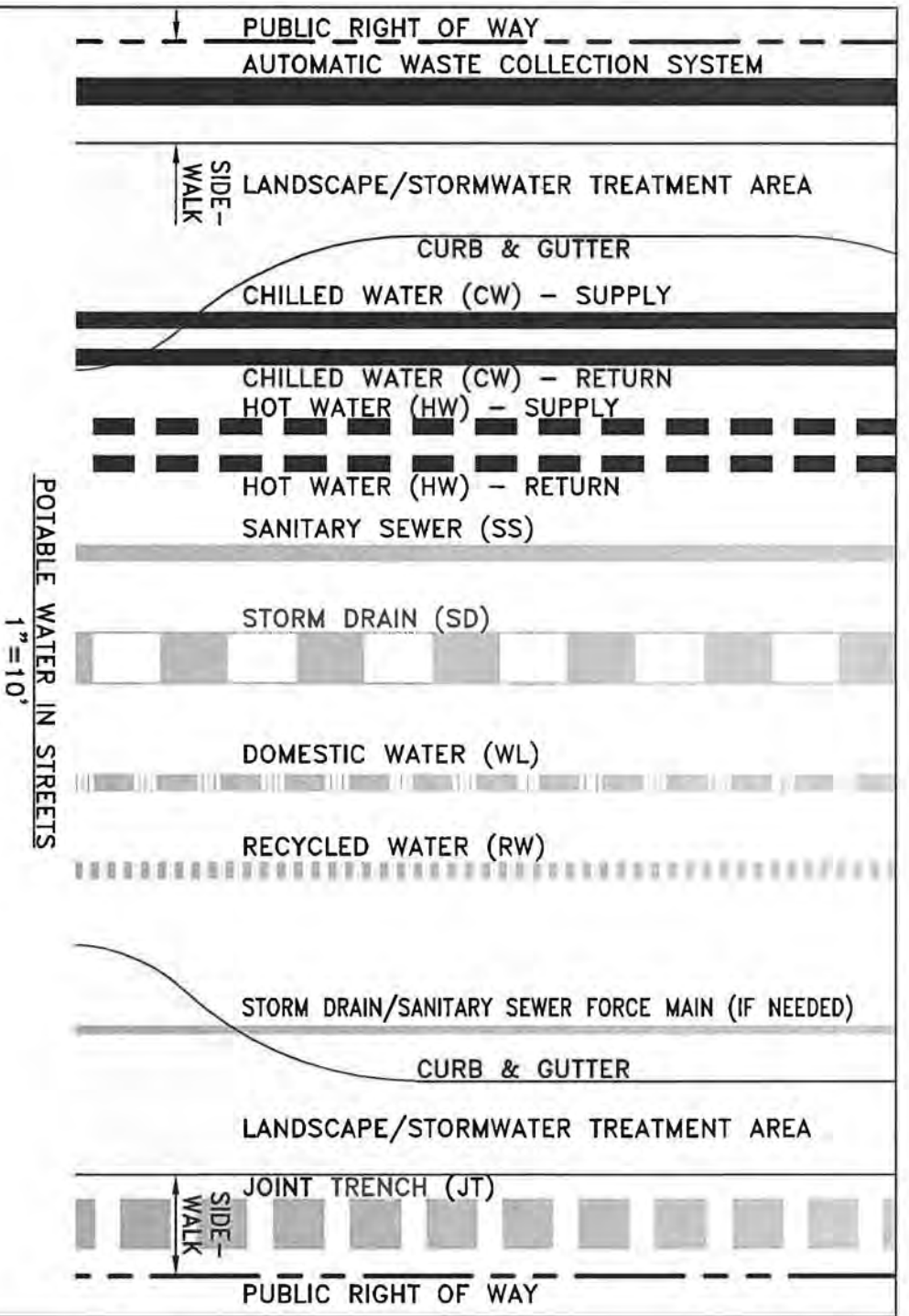
Figure 14.1 shows the potential pipe locations within the public street sections for the district heating and cooling, and automated waste collection systems.

14.2 Phasing

Any such alternative infrastructure utilities selected for implementation will be developed in conjunction with the phased buildout of the project. In cooperation with the Authority and the party responsible for implementation of such system(s), the Developer shall coordinate the submittal of design plans as part of the applicable Major Phase or Sub Phase Application.

Impacts to improvements installed with previous Phases of development do to the designs of the new Phase will be the responsibility of the Authority/System Operator/Developer and addressed prior to approval of the construction drawings for the new Phase.





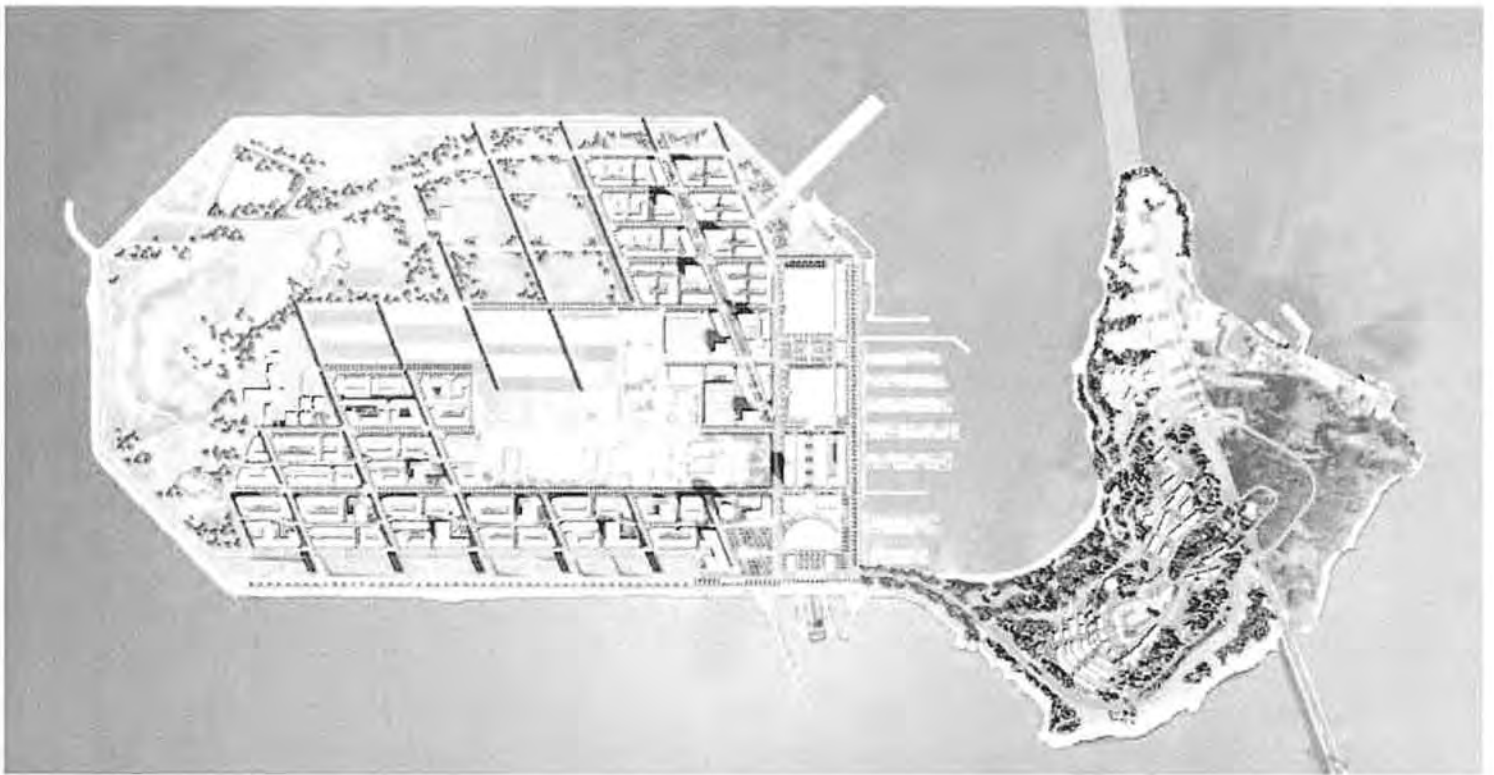
Source: BRF Engineers, October 2010

Treasure Island Infrastructure Plan

Figure 14.1.2: Detail of Heating/Cooling & Automated Waste System in Streets

SAN FRANCISCO, CA

TREASURE AND YERBA BUENA ISLAND
PARKS AND OPEN SPACE PLAN



TREASURE ISLAND COMMUNITY DEVELOPMENT

JUNE 28, 2011

PARKS AND OPEN SPACE PLAN CONTENTS

Vision Statement 5

Plan Highlights 5

INTRODUCTION 6

Purpose of the Document

Project Summary

Open Space Planning Background

Relationship of this Plan with other Project Plans

PARKS AND OPEN SPACE PLAN OVERVIEW 10

Planning, Design and Process

Landscape Types

State Tidelands Trust

OPEN SPACE AREAS 16

Proposed Parks and Open Space

OPEN SPACE IMPROVEMENTS 19

Improvement Descriptions by Area

General Requirements

Open Space and Shoreline Access 58

Sea Level Rise - Open Space Strategies 62

Ownership - Management and Project Partners 68

Operations and Management Responsibilities 70

Existing Open Space and Recreation Facilities 72

Open Space Phasing 74

Acknowledgements 79

Vision

For a brief, exhilarating moment during the Golden Gate International Exposition, the world's spotlight shined brightly on the picturesque Yerba Buena Island and the newly minted Treasure Island, transforming San Francisco with a bold vision of urbanity and progress. With America's entry into the Second World War in 1941, that spotlight faded as the islands were redeployed as a Navy base for national defense, a task they fulfilled for over forty years. Now redevelopment will reestablish both islands as a vital part of the City, integrating them into the physical fabric and civic consciousness of San Francisco and rekindling the Exposition's ground breaking vision of the future. Key to this redevelopment plan is an exceptional park system with a diverse array of urban public spaces that are integrated with new neighborhood development and provide a connection with the ecological and experiential qualities of the Bay.

Plan Highlights

Parkland

With nearly 300 acres of new parks and habitat areas, Treasure and Yerba Buena Islands are positioned to become an iconic regional destination for Bay Area residents and visitors. The network of parks and open spaces will be both culturally and environmentally rich for all types of recreational activities.

Waterfront

A continuous waterfront will link together a set of distinct and varied open spaces found along the waterfront and will be an integral portion of the Bay Trail that will link the islands' open spaces to the vast network of parks in the East Bay.

Sports Park

The Sports Park will be the islands' active recreation hub and able to accommodate all types of field sports for a variety of ages and recreational levels. Sports fields will be geared towards open lawn sports and recreational activities.

Urban Agricultural Park

A 20 - 25 acre organic farm will provide opportunities to grow a variety of cash crops including; fruits, vegetables, nursery plants and other permaculture products. Programming of the farm is biased towards production but a portion of the farm will be dedicated and open to community farming groups and community gardens.

Yerba Buena Hilltop Park and Habitat Management

An approximately 5 acre Hilltop Park will provide a variety of passive recreational spaces and fantastic overlooks with views to Treasure Island, San Francisco, and the Bay. The plan also features protection of existing ecologically rich habitats and the increased habitat management of degraded areas that will transform the island into an ecologically rich habitat area located in the middle of San Francisco Bay.



INTRODUCTION

Introduction (Continued)

The purpose of this document is to describe the parks and open space program and improvements to be provided as part of the infrastructure and horizontal development of Treasure Island and Yerba Buena Island.

Building on the Treasure Island and Yerba Buena Island Design for Development document, the "Open Space Plan" is intended to clarify Treasure Island Community Development's (TICD) responsibilities for the delivery of the open space program, site, and landscape improvements. The Parks and Open Space Plan defines specific improvements that shall be provided in each open space area. The Plan also establishes basic standards for each type of improvement. Selected content from the "Design for Development" document has been incorporated in the plan to provide an overview of the open space system. In addition, key issues related to the open space improvements such as, sea level rise, open space and shoreline accessibility, project partners, and Tidelands Trust, are addressed.

The Parks and Open Space Plan will be attached to the Disposition and Development Agreement (DDA) between the Treasure Island Development Authority (TIDA) and TICD.

Project Summary

The proposed development project is a 360-acre master-planned urban project proposed on Treasure Island and Yerba Buena Island located between San Francisco and Oakland. The proposed development envisions a new distinct neighborhood on Treasure Island and Yerba Buena Island which include housing, commercial, retail and office uses along with over 200 acres of parks and open space. Situated within San Francisco Bay, the plan emphasizes an extensive park and open space system, including waterfront parks and trails along approximately 4 miles of shoreline.

Open Space Planning Background

The Treasure Island and Yerba Buena Island Parks and Open Space system and program are the culmination of over ten years of public discussion on how the extraordinary land assets in the San Francisco Bay should best contribute to the City's future. In addition to the public discussion and ongoing work with community members and stakeholders, the Open Space Plan reflects intensive analysis of site opportunities and constraints, natural and cultural resources, Tidelands Trust, sea level rise, infrastructure, transportation, access, and habitat management. Each of these issues is discussed in the Design for Development document and specific issues are included in this Plan for reference. The open space program and type of improvements are the result of extensive work with the TIDA, TI/YBI Citizens Advisory Board (TIYBI CAB) existing residents and stakeholder organizations.



TREASURE AND YERBA BUENA ISLAND CONTEXT PLAN

A number of key issues and project improvements related to the Parks and Open Space Plan are more fully addressed in other project plans and documents including:

Design for Development Document

The Design for Development for Treasure and Yerba Buena Islands (Design for Development) – contains the urban design standards and guidelines that will direct all future development on both islands. The Parks and Open Space section of the Design for Development document describes the aesthetic, social, recreational, and ecological opportunities and provides a framework for public parks, open spaces, and natural areas. It also defines specific standards, program requirements, and design guidelines for each open space type and area included in the development plan. In addition to the program and improvements defined in this Open Space Plan, the Design for Development allows for a wide range of improvements and programs as approved by TIDA and consistent with the standards and guidelines.

The Design for Development is the guiding document and the basis for the Design Review and Document Approval Procedure, while the Open Space Plan defines the scope of the improvements to be provided by TICD pursuant to the Disposition Development Agreement (DDA). The Open Space Plan is consistent with the open space frameworks, standards, and design guidelines defined in the Design for Development.

Design Review and Document Approval Procedure

The Design Review and Document Approval Procedure (DRDAP) sets forth the procedures for submitting, reviewing, and approving the designs, plans and specifications for Infrastructure and Vertical Improvements in the Project Site. The Authority shall review such designs, plans and specifications to ensure that they conform to and are consistent with the Redevelopment Requirements, and coordinate with applicable City Agencies for review.

Infrastructure Plan

Many aspects of the open space system are closely linked with infrastructure, for example: storm drainage systems, storm water treatment features, and street design. Infrastructure and Open Space planning have been coordinated and integrated throughout the planning process. Key areas for ongoing coordination during the design and construction phases include earthwork and grading, marine engineering, storm drainage systems, stormwater treatment features, and streets. In addition, the San Francisco Public Utilities Commission (SFPUC) will be responsible for the design, construction and operation of the wastewater treatment and recycled water treatment facility located on the northeast corner of the island. Further coordination on the exact size and location of the SFPUC parcel for the wastewater treatment facility, as well as ongoing coordination of the design will be required to ensure that the facility is cohesively integrated with the surrounding park area. The Environmental Impact Report and the Infrastructure Plans include a tertiary wastewater treatment wetland as a project alternative. The wastewater treatment wetland would be owned and operated by the SFPUC. Additional coordination will be required should the SFPUC elect to pursue the alternative. In addition, the inclusion of a stormwater treatment wetland may require recycled water flows from the wastewater treatment facility. For details on the infrastructure system refer to the Infrastructure Plan.

Transportation Plan & Streetscape Master Plan

Certain components of the open space system such as bike and pedestrian trails and pathways are also a component of the transportation system. Conversely, many of the streets are designed with enhanced streetscapes which function as part of the public open space system. Public transportation and automobile access are also important to the park system. A complete description of the project's transportation system is found in "*Transportation Plan*". The streetscape concept including street types, typical street sections, standards, and guidelines are included in the Design for Development document. In addition, "*Streetscape Master Plan*", as specified in the DRDAP shall be completed as part of the infrastructure design process.

Stormwater Control Plans

Stormwater Control Plans documenting the proposed stormwater management and treatment measures are required by the SFPUC Stormwater Design Guidelines. Stormwater Control Plans will be submitted with Major Phase Infrastructure Plans and will identify the size, type, and design of stormwater features to be incorporated in park and open space areas. The design of stormwater treatment systems and open spaces shall be coordinated to ensure aesthetic and programmatic consistency.

Yerba Buena Island Habitat Management Plan (YBI HMP)

The YBI Habitat Management Plan describes adaptive management strategies for the preservation, restoration, and enhancement of ecological resources and habitat on Yerba Buena Island. The goals and strategies outlined in the plan are an integral part of the YBI open space program. This Open Space Plan includes the trails, overlooks and developed open space areas that will be provided as part of the project as compared with the ongoing and long term management of biological resources, to be managed pursuant to the YBI HMP.

Sustainability Plan

The design of the parks and open space system is closely related to many project-wide sustainability issues including, site design and land use, community, energy, transportation, waste, and economic vitality. A framework for these issues, including goals, strategies, commitments and aspirational targets are fully discussed in the Sustainability Plan. Sustainable site design methods including, water efficient landscaping, organic soil amendments, recycled materials, habitat creation, and stormwater management will be addressed as part of the implementation process.

Schedule of Performance and Phasing Plan

The open space program and construction sequence will be defined by the "*Schedule of Performance*" and Phasing Plan attached to the Disposition and Development Agreement. In general, Open Space Areas and Programs will be delivered with the completion of adjacent horizontal development. Interim landscape areas and pedestrian and bicycle circulation will be provided to ensure a cohesive and complete open space experience and continuous access.

OPEN SPACE PLAN OVERVIEW

The redevelopment of Treasure Island and Yerba Buena Island provides a unique opportunity to create a world class open space destination in San Francisco Bay that will attract visitors from the region and the world and provide a valuable amenity for Island residents. The design intent for open space on Treasure Island and Yerba Buena Island is to create a contemporary landscape that engages the neighborhoods as well as civic and retail uses with the Bay. The Parks and Open Space Plan has been developed to address the following goals and principles. These principles are organized in relation to planning, design, and process.

Planning

- **Connectivity**

Create connections between parks, streets, and public open spaces.

- **Accessibility**

Provide public open space within a short walking distance of neighborhood residents and visitors and ensure parks and open spaces are easily accessible by transit.

- **Cohesion and Diversity**

The open space is intended to be experienced as a single cohesive park made up of many interesting different places. The open spaces on Treasure Island and YBI will have two distinct and unique identities. The parks and open space experience will be cohesive but will take users through many different and varied experiences that provide a wide range of recreational and open space programs.

Design

- **Create compelling places**

Reveal and magnify the natural and cultural forces that influence this specific place in the San Francisco Bay. The design will create place-specific landscapes and recognize the Island's unique qualities by amplifying the constructed edge, engaging the natural forces of the Bay, and creating landscapes that respond to these conditions.

- **Engage the waterfront**

Visually, experientially, and ecologically, bring people to the water's edge to fully appreciate being on the Bay.

- **Provide a unique and comprehensive system of neighborhood public open spaces**

Design open spaces that are integrated into an island-wide public open space network. Create social vibrancy within open spaces, including the pedestrian street network, by providing ample spaces for people to gather and interact in a broad variety of activities.

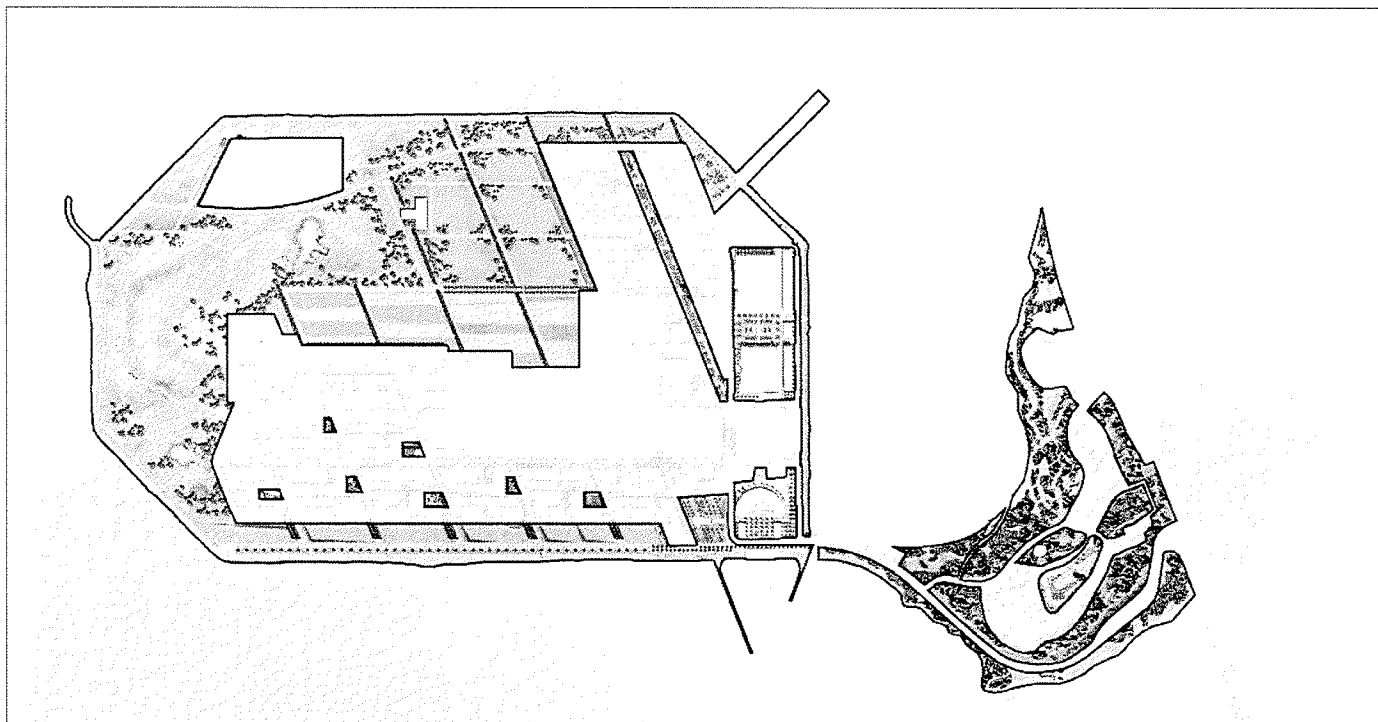
- **Create a high-performance sustainable landscape**

Stormwater management, food production, habitat creation, water conservation, and integrated pest management are primary areas of performance.

Process

- **Community Involvement and Stewardship**

Encourage ongoing stewardship by involving the community in the design process for individual parks and opportunities to accommodate community-based programs and partnerships.



TREASURE AND YERBA BUENA ISLAND OPEN SPACE PLAN

- **Integration with Development**

Integrate park, open space, and habitat concepts with adjacent uses, private development, and street design.

- **Interpretation and Education**

Provide park facilities and opportunities that support learning about cultural history, ecology, and urban sustainability, and provide for discovery and personal connection with the natural and cultural resources and to achieve environmental literacy.

- **Ecological Infrastructure**

Integrate urban infrastructure with natural process to support urban sustainability. Parks and open spaces are a part of the 'green infrastructure' and will help regulate climate, control storm-water, and provide habitat. Program and design the Northern Shoreline Park and Wilds to create a robust ecology that encourages biodiversity.

- **San Francisco Bay Ecology**

Enhance wildlife habitat to support the ecology of the San Francisco Bay, its wetlands, and the adjacent uplands.

- **Adaptability and Evolution**

Like many large redevelopment projects, the construction of Treasure Island and Yerba Buena Island will happen in multiple phases lasting several years. As such, a philosophy of adaptive management and flexibility has directed the open space design, allowing for changing uses, varying design approaches, and evolving landscape typologies. The illustrative open space designs shown here are conceptual and the final design process will be the result of the DRDAP and

Major Phase and Sub-Phase Application process.

PARKS AND OPEN SPACE TYPOLOGIES

The Islands' diverse open space program is made up of eight distinct landscape types – six for Treasure Island and two for Yerba Buena Island – which give the Islands' landscape both structure and experiential variety. The conceptual designs shown for these landscape typologies are not regulatory, but are guiding visions to be implemented by the standards and guidelines of the Design for Development document.

The primary landscape typologies are:

Treasure Island

Shoreline Park

A series of waterfront parks that wrap western, northern and eastern edges of Treasure Island, characterized by The Waterfront Plaza at The Transit Hub, Pier 1, a continuous waterfront promenade, water access, and sculpted topography.

Sports and Recreation Park

An active park designed specifically for sports recreation.

Urban Agriculture Park

A park devoted to the production of food and/or nursery stock and with opportunities that provide an educational outreach program.

Northern Shoreline and The Wilds

Constructed habitats that integrate stormwater management, education and limited passive recreation.

The Urban Core

A series of plazas and open spaces that help activate the retail core and The Transit Hub. These areas include Waterfront Plaza, Clipper Cove Promenade, Marina Plaza and the Cultural Park.

Pedestrian Network & Neighborhood Parks

Social spaces and amenities specifically designed for residents.

Yerba Buena Island

Hilltop Park

A regional and neighborhood serving park with passive recreational areas, overlooks, and picnic areas.

Regional Open Space - Habitat Management Areas

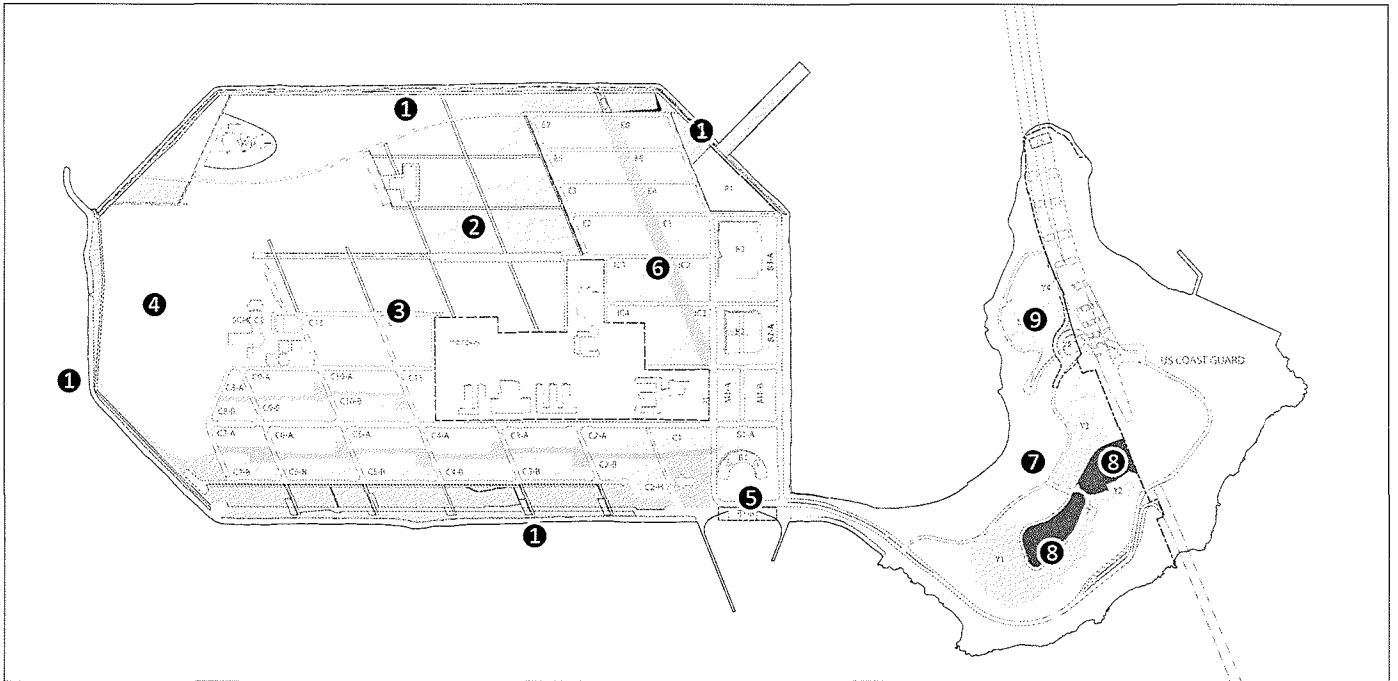
The majority of the island's open space is dedicated to habitat management and associated recreational uses such as hiking, biking, and picnicking.

Trails and Overlooks

A continuous network of rustic hiking trails will provide access to the island's open space areas and overlooks.

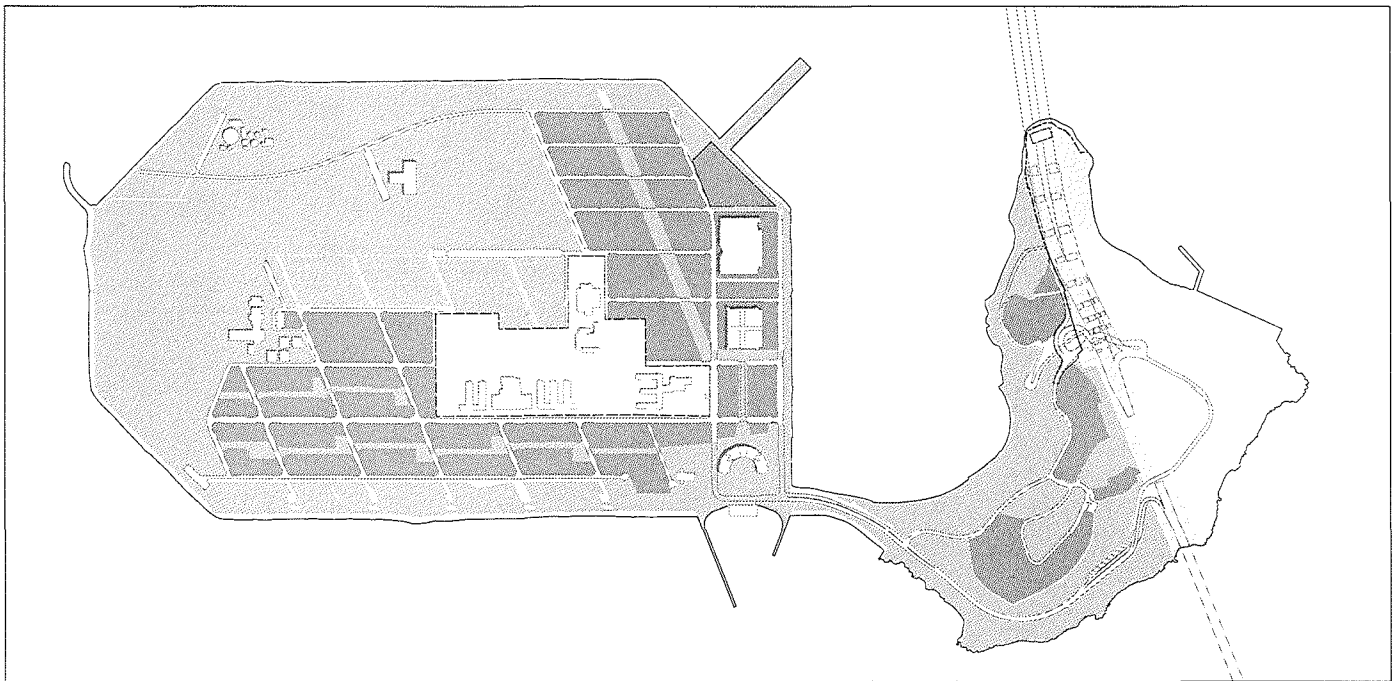
Senior Officers Quarters Historic District

Existing gardens surrounding the historic Senior Officers Quarters.



TREASURE AND YERBA BUENA ISLAND PARK TYPOLOGY

- | | | |
|------------------------------|---|--|
| 1 SHORELINE PARK | 4 NORTHERN SHORELINE AND WILDS | 7 YERBA BUENA ISLAND HMP AREAS |
| 2 SPORTS AND RECREATION PARK | 5 URBAN CORE | 8 YERBA BUENA ISLAND HILLTOP PARK |
| 3 URBAN AGRICULTURAL PARK | 6 PEDESTRIAN NETWORK & NEIGHBORHOOD PARKS | 9 SENIOR OFFICERS QUARTERS HISTORIC DISTRICT |



TREASURE AND YERBA BUENA ISLAND LAND USE

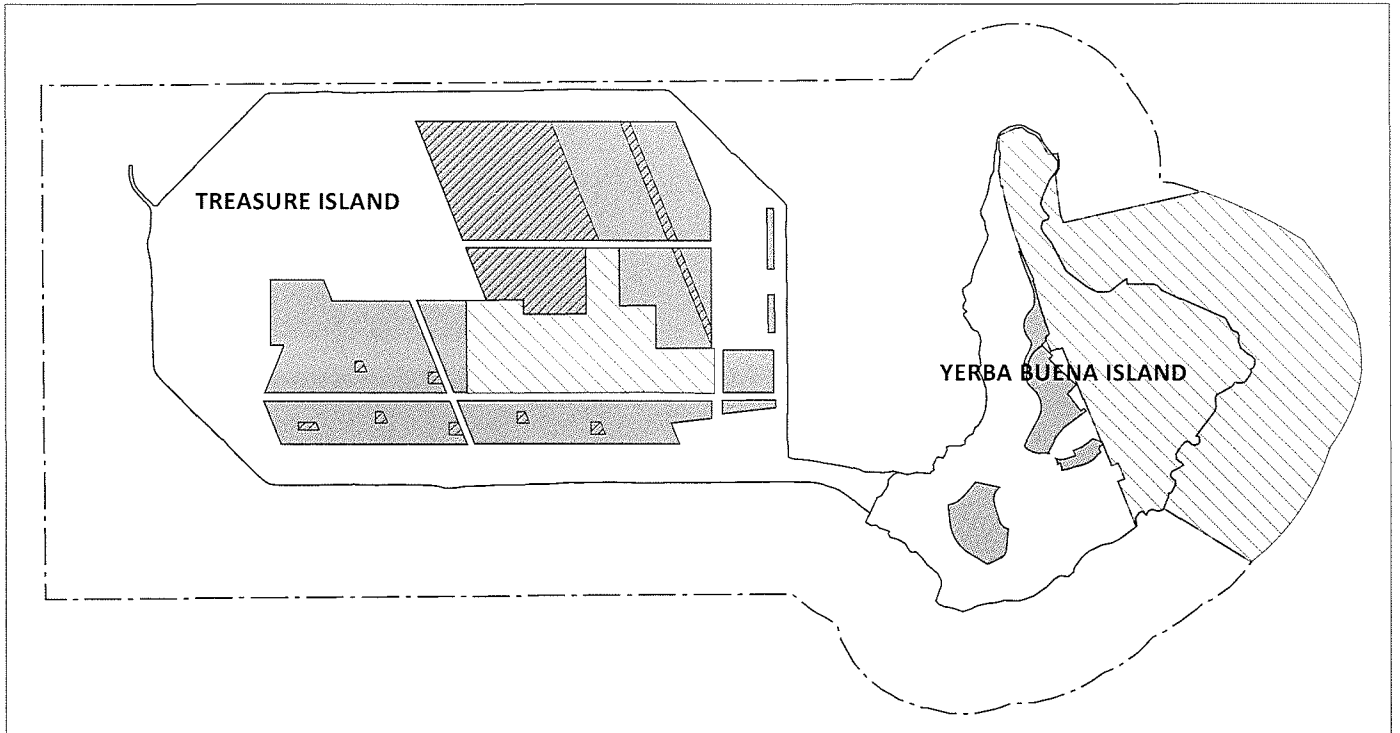
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|------------|---------------------|-----------|
| OPEN SPACE | DEVELOPMENT PARCELS | JOB CORPS |
|------------|---------------------|-----------|

TIDELANDS TRUST

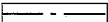





Treasure Island is subject to the Tidelands Trust doctrine administered by the State of California. Under the Tidelands Trust doctrine, tidelands and lands under navigable waters is held in trust by the State for the benefit of the people of California. The Tidelands Trust effectively acts as a type of zoning by limiting the permitted uses of lands subject to the Trust. Uses of Trust lands are generally limited to waterborne commerce, navigation, fisheries, water-oriented recreation, including commercial facilities that must be located on or adjacent to water, and environmental preservation and recreation, such as natural resource protection, wildlife habitat and study, and facilities for fishing, swimming, and boating. Ancillary or incidental uses that promote trust uses or accommodate public enjoyment of Tidelands Trust lands are also permitted, such as hotels, restaurants and specialty retail. Residential and general office uses are generally not permitted uses on Tidelands Trust lands. Parks and open space in the Trust must be designed so that their uses are consistent with the purpose of the Trust. Park lands that are within the public trust must be designed to serve visitors from throughout the region and beyond, and may not be designed primarily to serve city or neighborhood users. TIDA is the trustee for the Tidelands Trust, pursuant to the Treasure Island Conversion Act of 1997, enacted by the State legislature.

The State Tidelands Trust diagram shows the areas within Treasure Island that will be subject to the Tidelands Trust and those excluded from it upon completion of the Tidelands Trust exchange authorized under the Treasure Island Public Trust Exchange Act (Chapter 543, Stats. of 2004). These Tidelands Trust areas are designated on the diagram as a "Tidelands Trust Overlay Zone." Within the Tidelands Trust Overlay Zone, any use that is "Permitted" or "Special" in the underlying zone is also subject to a determination by TIDA that the use is consistent with the Tidelands Trust. For more information regarding Tidelands compliance refer to the Design for Development document.

The majority of the open space areas on Treasure Island and Yerba Buena Island are subject to the Tidelands Trust, with exception to the following areas: Sports Park, the southeast portion of the Urban Agriculture Park, the Cityside Neighborhood Parks, and the Eastside Commons. Trust and non-Trust areas are identified and tabulated in the Open Space Areas section of this Plan.



STATE TIDELANDS TRUST LANDS MAP

-  BOUNDARIES OF TREASURE ISLAND DEVELOPMENT AUTHORITY (*TIDA*) PROPERTY
-  EXISTING WATERFRONT LINE
-  LANDS WITHIN *TIDA* PROPERTY SUBJECT TO THE PUBLIC TRUST UPON COMPLETION OF THE EXCHANGE - TIDELANDS TRUST OVERLAY ZONE
-  LANDS TO BE FREE OF THE PUBLIC TRUST UPON COMPLETION OF THE EXCHANGE
-  OPEN SPACE AREAS TO BE FREE OF THE PUBLIC TRUST UPON COMPLETION OF THE EXCHANGE
-  LANDS OUTSIDE OF *TIDA* JURISDICTION

PARK AND OPEN SPACE AREAS

Nine broad landscape types are found on Treasure and Yerba Buena Island which contain 19 specific open spaces. This map locates those spaces in relation to one another, and is the location key for the description of each space that follows.

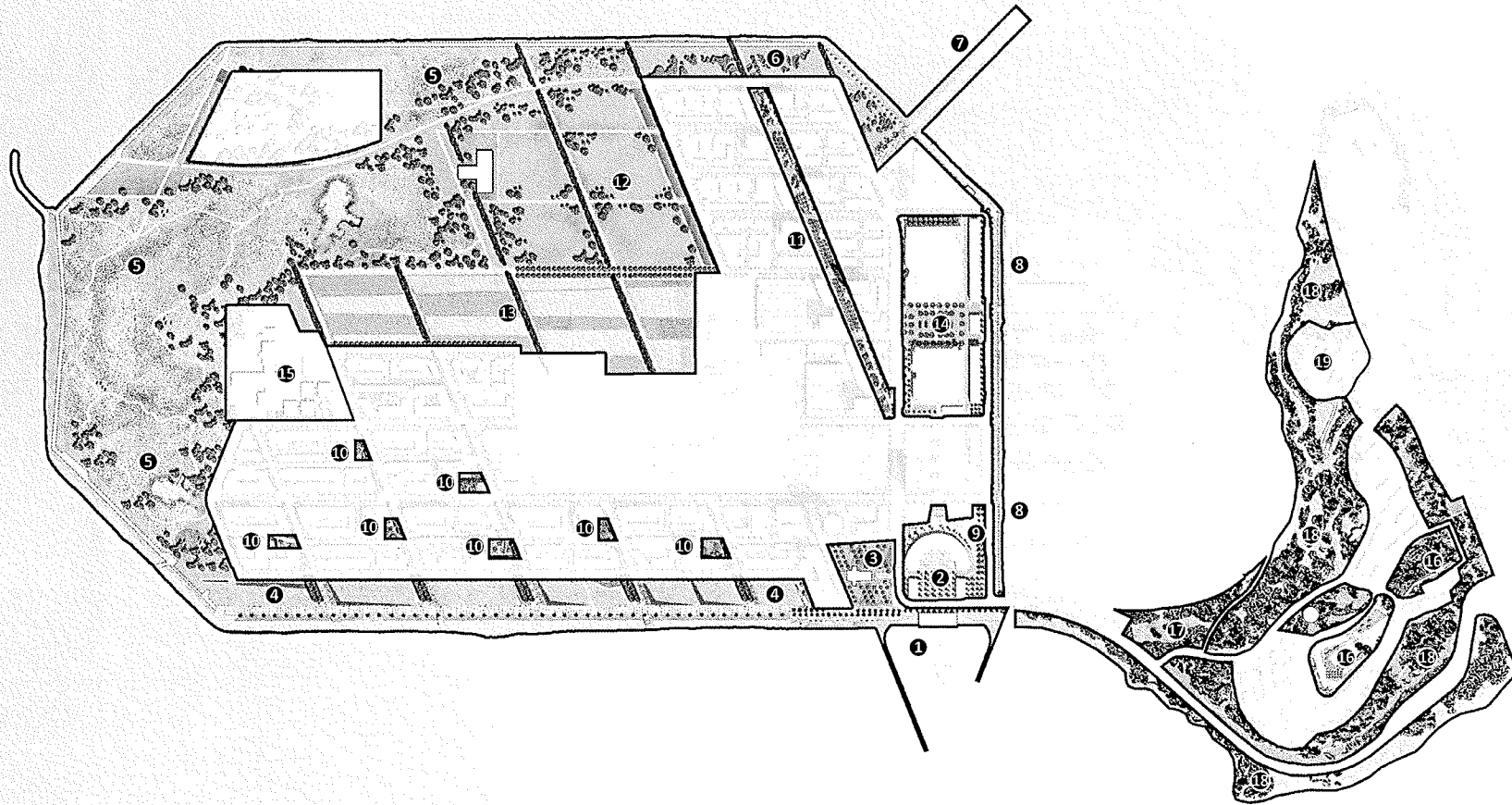
PROPOSED PARKS AND OPEN SPACE

TREASURE ISLAND

	ACRES	
1 Waterfront Plaza	2.4	PG 20
2 Building 1 Plaza	2.4	PG 22
3 Cultural Park	2.4	PG 26
4 Cityside Waterfront Park	24.2	PG 28
5 Northern Shoreline Park and The Wilds	103.0	PG 30
6 Eastern Shoreline Park	9.8	PG 32
7 Pier 1	2.7	PG 34
8 Clipper Cove Promenade	2.0	PG 36
9 Marina Plaza	2.0	PG 24
10 Cityside Neighborhood Parks	1.6	PG 36
11 Eastside Commons	2.9	PG 38
12 Sports Park	21.0	PG 40
13 Urban Agricultural Park	25	PG 42
14 Building 2 and 3 Historical Landscape	4.8	PG 44
15 School District Open Space	6.3	NA
	<i>SUBTOTAL</i>	<i>212.5</i>
	TOTAL	212.5

YERBA BUENA ISLAND

16 Hilltop Park	5.4	PG 46
17 Beach Park	0.8	PG 48
18 YBI Trails and Habitat Management Areas	66.7	PG 50
19 Senior Officers Quarters Historic District	4.77	NA
	<i>SUBTOTAL</i>	<i>77.67</i>
	TOTAL	290.2



OPEN SPACE IMPROVEMENTS

AREA DESCRIPTIONS

The following Parks and Open Space Improvements section describes the improvements to be provided by TICD as part of the horizontal infrastructure development in each open space area. General Requirements for each type of improvement are provided at the end of this section. The conceptual designs included in the Plan for each area are guiding visions to be implemented according to the Standards and Guidelines defined in the Design for Development document. It is expected that the final park designs will be refined as part of the the DRDAP and Major Phase and Sub-Phase Application process, which will include further coordination with existing and future recreational users, City agencies and potential partners.

Waterfront Plaza

The Waterfront Plaza is the primary point of arrival for visitors and residents to Treasure Island and an ideal location to orient oneself with the island's vast network of public open spaces. The flexible plaza is intended to provide a strong sense of arrival, facilitate numerous types of events and support the various modes of transportation options. With amazing views of the San Francisco skyline the plaza will be the hub of a vibrant commercial district that will provide visitors and residents with both daytime and nighttime attractions. It is envisioned that the design of The Waterfront Plaza will work in conjunction with the program needs of the Ferry Terminal and have continuity with Building One Plaza and the Cultural Park.

PROGRAM & DESIGN CHECKLIST

(Items Required by the TI & YBI Design for Development)

- A paved plaza that accommodates pedestrian movement between all types of transit services.
- A mixed-use pathway for pedestrians and bicycles.
- Overlook areas located at the waterfront.
- A sheltered bike storage area integrated into the design of the ferry terminal building.
- A restroom facility will be provided within the Ferry Terminal.

LANDSCAPE ELEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete and/or unit pavers for pedestrian circulation and gathering areas.

Lighting

- Path Lighting
- General Area Lighting

Grading and Drainage

- As defined by General Requirements.
- Ornamental planting areas in selected areas.

Soil Preparation & Fine Grading

- As defined by General Requirements.
-

Planting

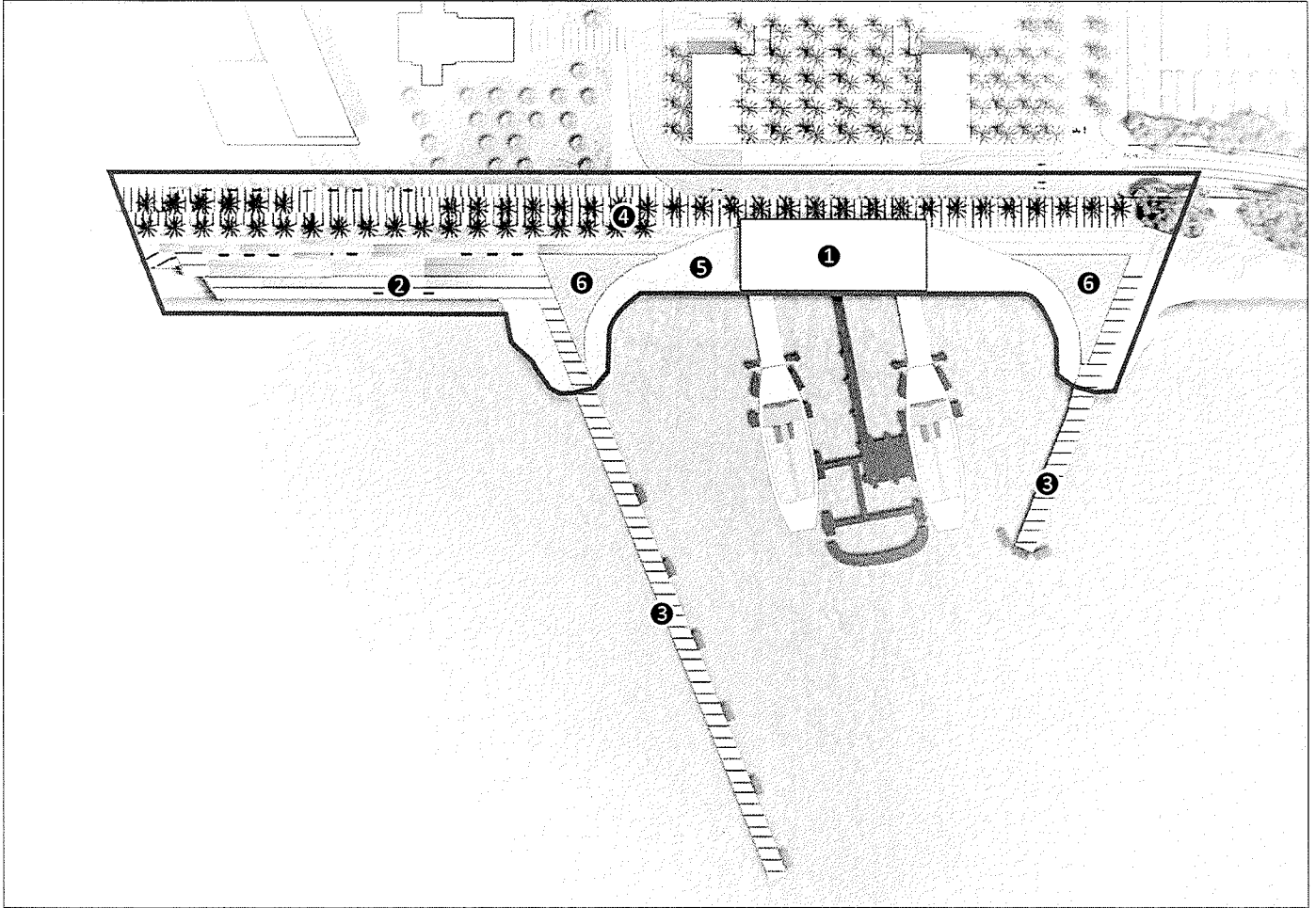
- Palms – matching size and form will be used.
- Ornamental planting areas in selected locations.

Irrigation

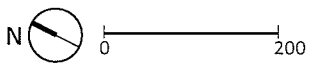
- Fully Automatic system for all planting areas and trees.

Furnishing

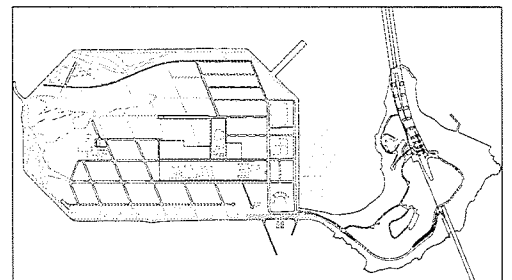
- Benches and Seating Elements
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage



WATERFRONT PLAZA PLAN



- ❶ FERRY TERMINAL
(INCLUDES RESTROOMS AND BICYCLE STORAGE)
- ❷ OVERLOOKS
- ❸ BREAKWATER
- ❹ PALM TREE ALLEE
- ❺ SHORE PROTECTION
- ❻ PLANTING



Building 1 Plaza

The Building 1 Plaza will be both a gateway to Treasure Island’s history and a celebration of its revival. As a threshold entrance to Treasure Island, it is intended to be designed so that it is vibrant with activity day and night. Retail activities are envisioned spilling out onto the Plaza, which will be designed to provide a wide range of seating and gathering opportunities to take advantage of the views to San Francisco. The plaza is composed of three separate spaces: The Lower Plaza, The Terrace and The Upper Plaza. The Lower Plaza is dominated by a Palm Grove. The Terrace provides wonderful views towards the City and provides spaces for seating and gathering along stepped gardens and lawn panels. The Upper Plaza is intended as a forecourt to Building 1, with an open and flexible plaza space that provides outdoor seating for activities such as dining and gathering.

PROGRAM & DESIGN

(Items Required by the Design for Development Standards)

- A plaza that accommodates pedestrian movement from the Waterfront Plaza to Building 1.
- Level paving and lawn areas on the lower and upper plazas.
- Locations reserved for the placement of pavilions on the Lower Plaza.
- Steps and accessible ramps connecting the Lower and Upper Plazas of Building 1.
- The Upper Plaza shall provide a flexible plaza forecourt to Building 1.
- Flexible seating adjacent to retail and eating establishments.
- Terraced panels of paving, lawn and/or ornamental plantings shall be incorporated to create a beautiful space for seating and viewing San Francisco.

OPEN SPACE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete and/or unit pavers for pedestrian walkways and plazas.

Lighting

- Path Lighting
- General Area Lighting
- Accent lighting at stairs and seat walls.

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

- Lawn panels will be provided where flexible seating or events are anticipated.
- Elegant ornamental planting will be provided at select locations throughout the Building 1 Plaza.
- Lower Plaza Palm grove: matching size and form.

Irrigation

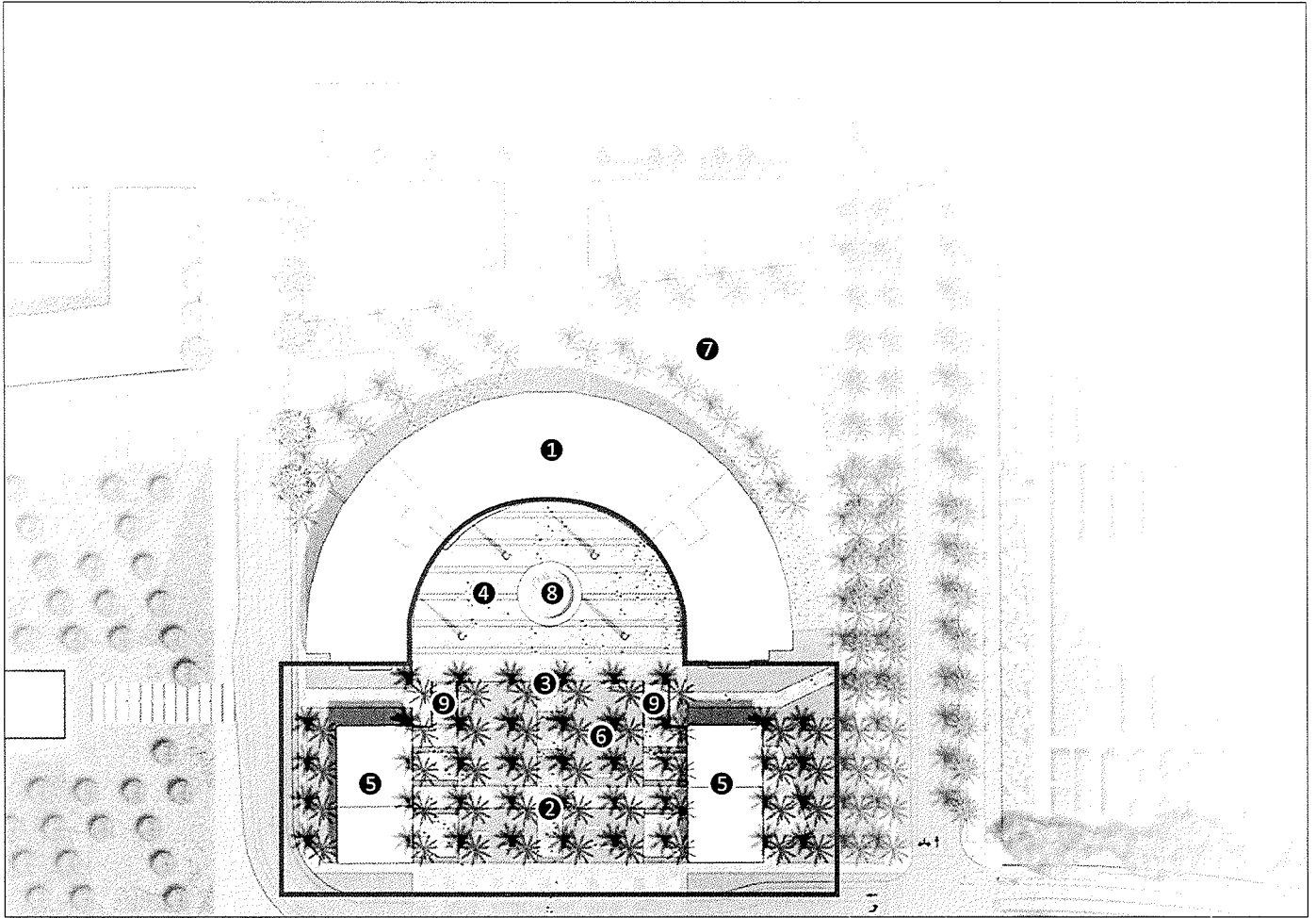
- Fully Automatic system for all planting areas and trees.

Furnishing

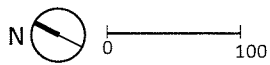
- Built-in site seating elements will be integrated at select locations.
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage

Special Features

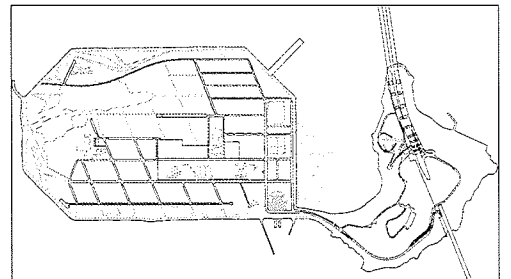
- A Water Feature located on the upper level of the Building 1 Plaza



BUILDING 1 PLAZA PLAN



- ① BUILDING 1
- ② LOWER PLAZA / PALM GROVE
- ③ TERRACE STEPS
- ④ UPPER PLAZA
- ⑤ KIOSK / PAVILION
- ⑥ LAWN / PLANTING
- ⑦ MARINA PLAZA
- ⑧ WATER FEATURE
- ⑨ STAIR AND RAMP ACCESS



Marina Plaza

Located at the intersection of the Retail Street, Historic Building 1 and Clipper Cove, Marina Plaza is intended to elegantly combine the unique characteristics of each of these districts into a public plaza designed for entertainment and social gathering. It is envisioned as inviting and welcoming at all hours of the day. Palms that line buildings and frame the public plaza will define and strengthen the character of the plaza, while views overlooking Clipper Cove and towards Yerba Buena Island will make it an ideal location for outdoor cafes, seating, entertainment and as a performance space. Along the edge of Building 1 and the other proposed buildings, Marina Plaza is intended to facilitate areas for outdoor seating for dining and cafes, with generous access down to the Main Retail Street provided with a sloping walkway or ramp.

PROGRAM & DESIGN CHECKLIST

(Items required by Design for Development Standards)

- Flexible paved areas to support events and support adjacent retail activities on the plaza.

OPEN SPACE IMPROVEMENTS (Items consistent with the Design for Development)

Paving

- Integral colored concrete and/or unit pavers.
- Plaza stairs, integral color concrete .

Lighting and Site Electrical

- General Area Lighting
- Accent lighting at trees and special features.
- Electrical Service and Outdoor Receptacles adequate to support event programs in a variety of locations.

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

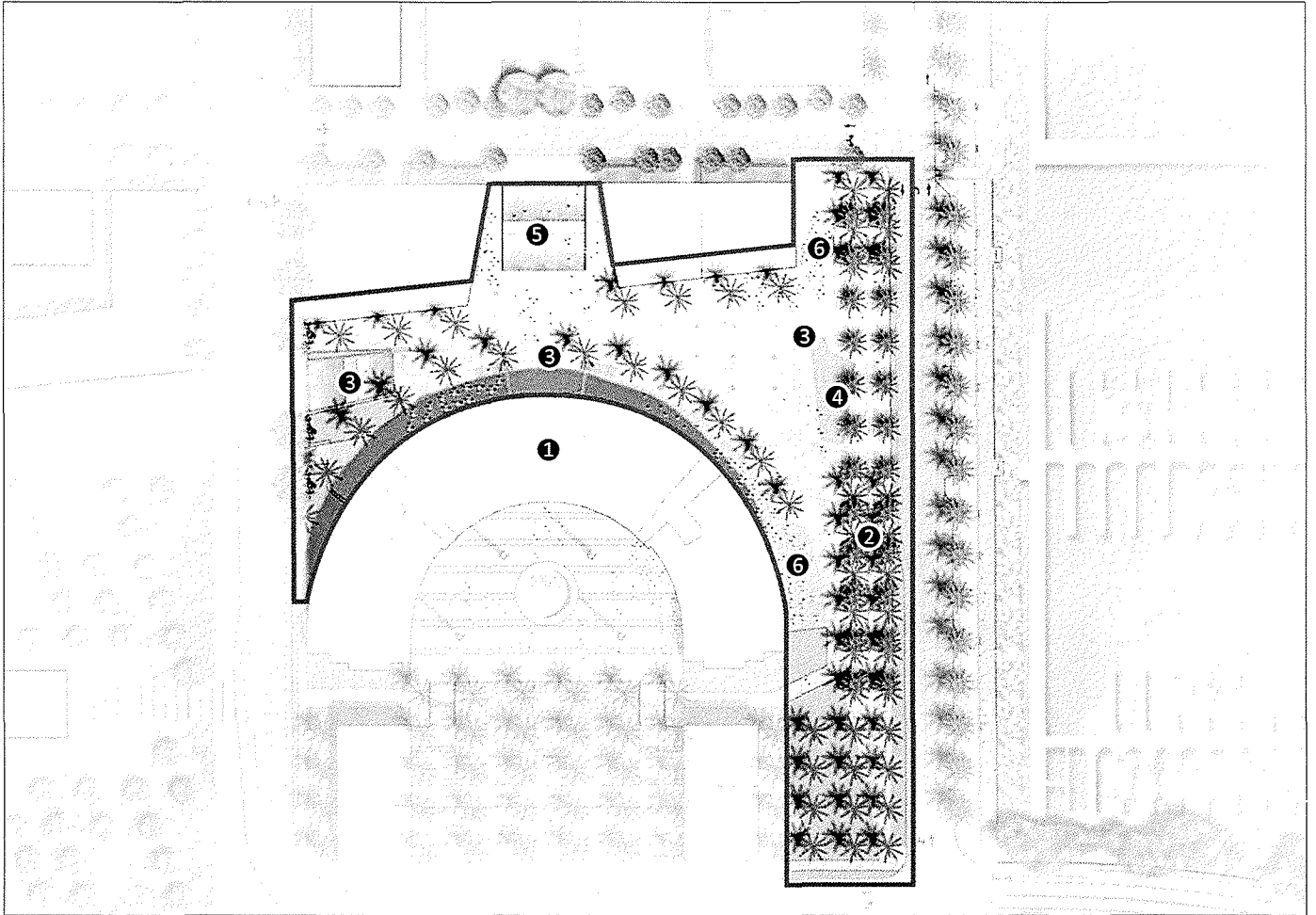
- Palm planting to match the front of Building 1.
- Ornamental accent planting in selected locations.
- Turf panels for casual seating and event space.

Irrigation

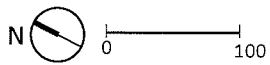
- Fully Automatic system for all planting areas and trees.

Furnishing

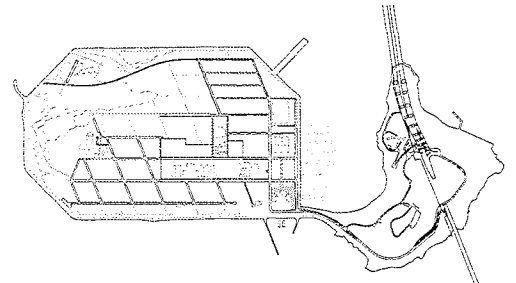
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage



MARINA PLAZA PLAN



- ① BUILDING 1
- ② PALM GROVE PLANTING
- ③ TERRACE STEPS
- ④ LAWN / PLANTING
- ⑤ STAIR AND RAMP ACCESS
- ⑥ OUTDOOR SEATING



Cultural Park

The Cultural Park is the keystone of the entire open space network on Treasure Island bringing together the Island Center District, Cityside Neighborhood and Waterfront Plaza. The preservation of the existing Chapel will create a distinct destination within the park for cultural events and private parties. The Shared Public Way begins at the south east side of the Park and continues through the Park as a mixed pedestrian and bicycle path.

PROGRAM & DESIGN

(Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles (Standard provided as part of the Waterfront Plaza, refer to pg. 21)
- A cultural or community serving building.
- Service, loading and parking access integrated into the design of the park.
- A flexible open space able to accommodate full range of events.
- An accessible pedestrian path connecting the Ferry Terminal to the Shared Public Way through the Cultural Park.

OPEN SPACE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete and/or unit pavers for pedestrian walkways and plazas.
- Stabilized crushed stone paving at areas for large multi-use flexible areas such as picnic areas and large group gathering locations.

Lighting

- Path Lighting

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

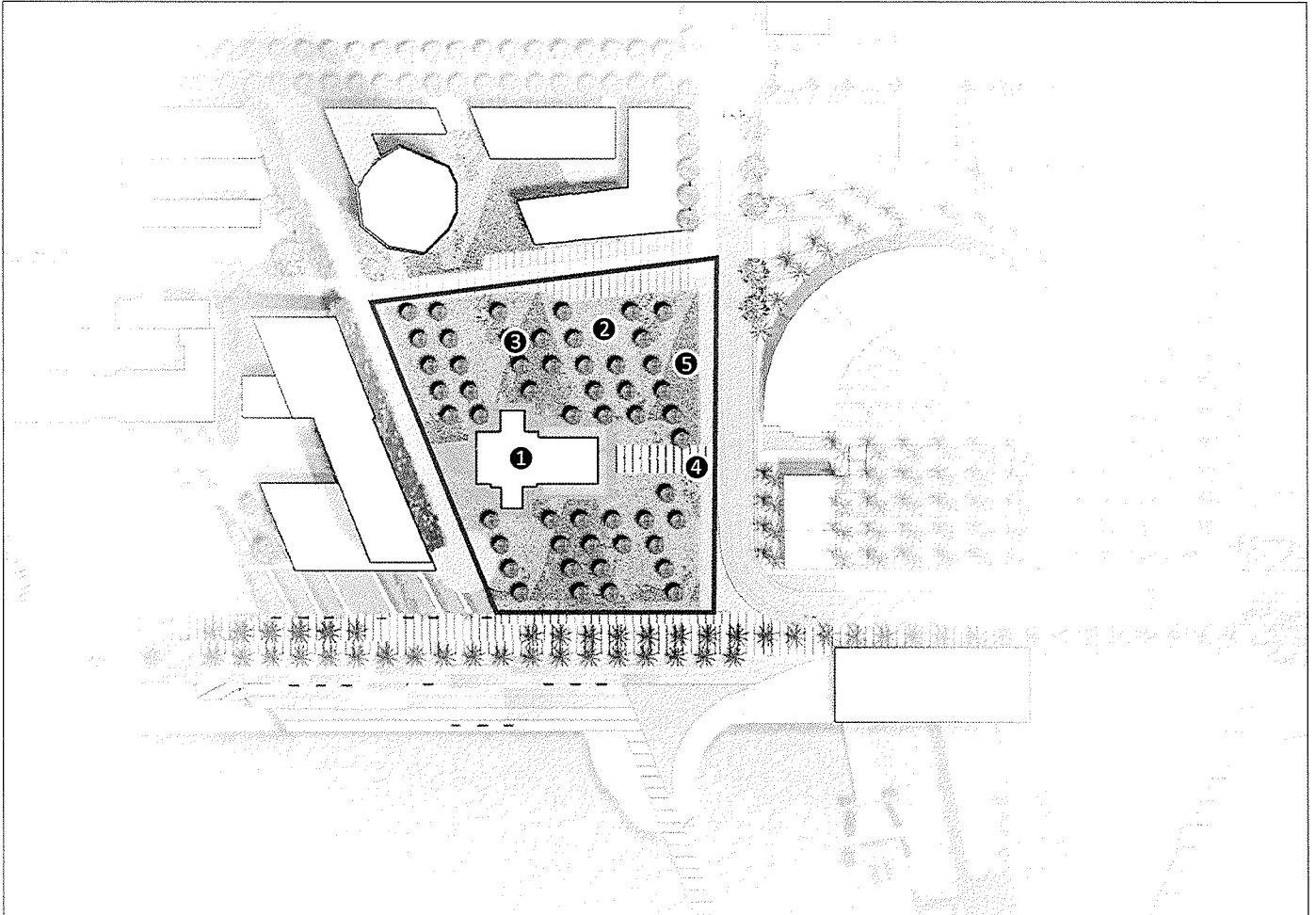
- Turf panels will be used for flexible use areas.
- Existing trees will be preserved during early phases and gradually replaced based on arborist recommendations.
- Where feasible historic olives trees will be relocated in the park.
- Ornamental planting areas in selected areas.

Irrigation

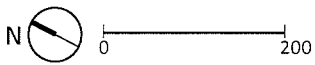
- Fully Automatic system for all planting areas and trees.

Furnishing

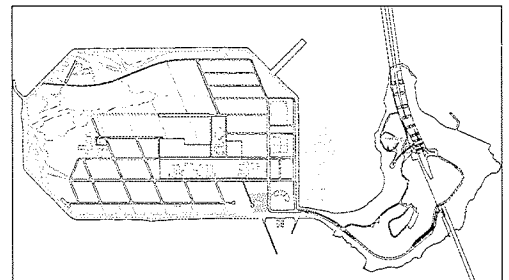
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage



CULTURAL PARK PLAN



- ① EXISTING CHAPEL BUILDING
- ② FLEXIBLE OPEN SPACE
- ③ ORNAMENTAL GROVE
- ④ NEW CIRCULATION
- ⑤ ORNAMENTAL PLANTING



Cityside Waterfront Park

The Cityside Waterfront Park is intended to be the iconic and the most highly visited park on Treasure Island, with an open and simple design allowing dramatic views. A promenade along Cityside Waterfront Park will offer ample areas for both pedestrians and bicyclists to enjoy the Bay and views. Landforms, windrows and the promenade are all key elements of the overall Treasure Island open space system, and are designed to be consistent with other areas in which those elements occur. Seating and gathering areas could be included on the protected leeward side of the windrows. Guidelines call for sculpture to be integrated into the park design. Connectivity is established throughout the length of the waterfront park by the Multi-use paths, trees, landforms and furnishings.

PROGRAM & DESIGN (Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles.
- Open flexible lawn spaces that accommodate a full range of passive recreational activities.
- Articulated spaces that are sheltered for seating, picnic and group gathering areas.
- Stormwater best management practices shall be incorporated into the design of the park.
- Windrow planting shall be extended into the park.

OPEN SPACE IMPROVEMENTS (Items consistent with the Design for Development)

Paving

- Cityside promenade: The promenade shall be a multi-use path consistent with Bay Trail Standards and shall have a 30' average width. Promenade paving materials shall be a combination of concrete, unit pavers and/or decomposed granite in appropriate areas. Paving type and markings shall be designed to differentiate between travel zones for bicycles and pedestrians.
- Windrow Plazas: Integral colored concrete and/or unit pavers for pedestrian walkways and plazas.
- Secondary Pedestrian walkways: Integral colored concrete and/or unit pavers, crushed stone or asphalt.

Lighting

- Promenade: Path Lighting
- Windrow Plazas: General Area Lighting

Grading and Drainage

- As defined by General Requirements.
- Sculptural landforms throughout park.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

- Palm trees planted along the promenade and Cityside Avenue, matching size and form.
- Windrow Trees
- Native turf grass panels as primary planting type.
- Native/ornamental plantings in selected locations including stormwater treatment areas and plazas.

Irrigation

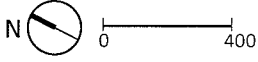
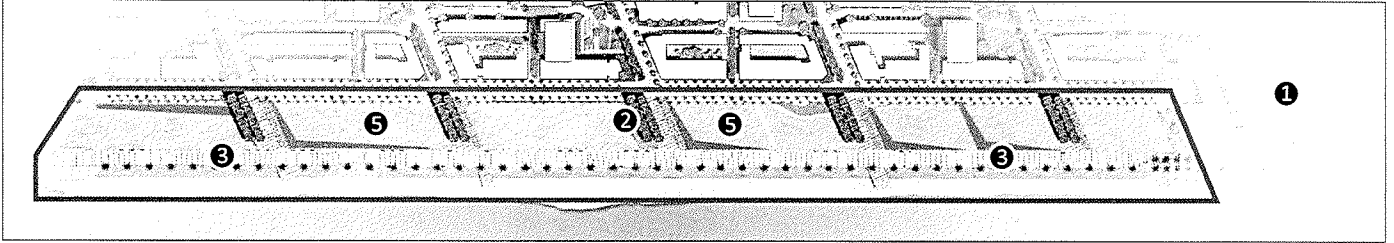
- Fully Automatic system for all planting areas and trees.

Furnishing

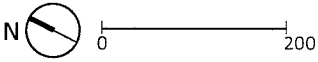
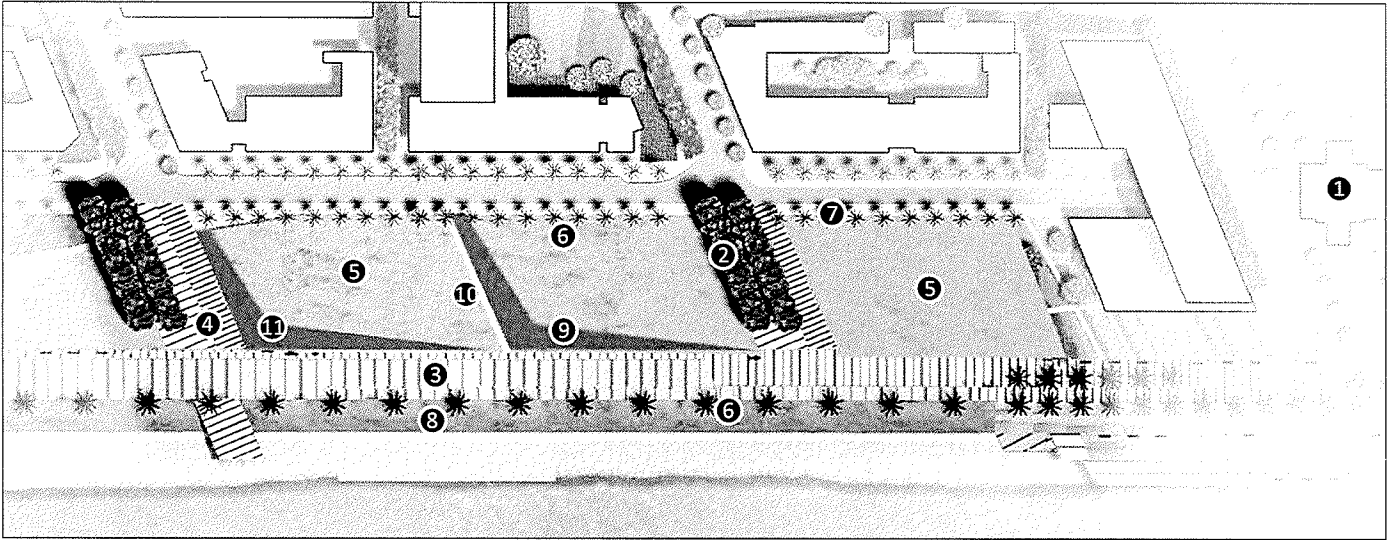
- Built-in site seating elements will be integrated at select locations.
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding signage.

Special Features

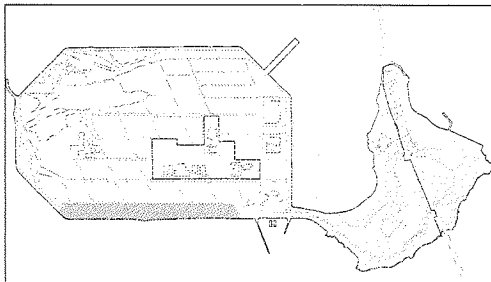
- (4) Wind shelters located at selected picnic/gathering areas



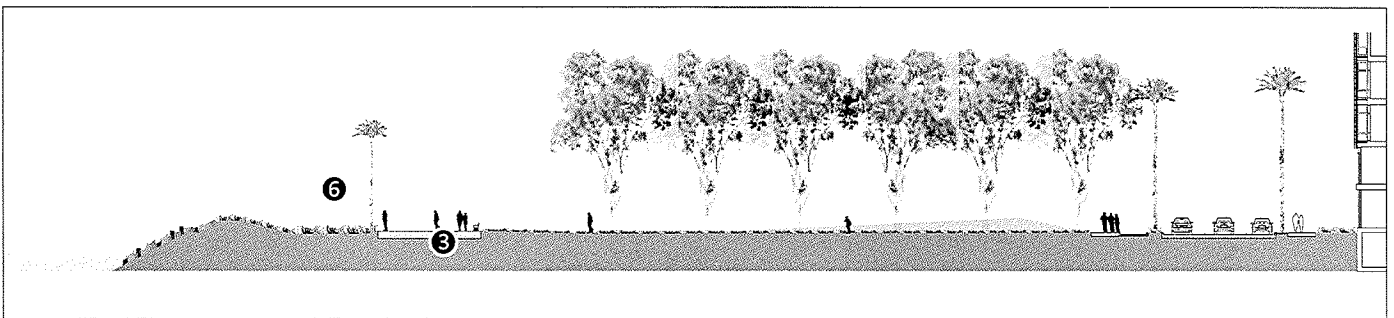
CITYSIDE WATERFRONT PARK PLAN



CITYSIDE WATERFRONT PARK ENLARGEMENT PLAN



- ① CULTURAL PARK
- ② WINDROW
- ③ MULTI-USE PROMENADE
- ④ WINDROW PLAZA
- ⑤ FLEXIBLE LAWN SPACE
- ⑥ PALM TREES
- ⑦ CLASS 1 BIKE LANE
- ⑧ PLANTING BUFFER
- ⑨ LOW LAND FORMS
- ⑩ SECONDARY PATHWAYS
- ⑪ STORMWATER TREATMENT



CITYSIDE WATERFRONT PARK SECTION

Northern Shoreline Park and The Wilds

The Northern Shoreline Park is envisioned to be the rustic foil to the Cityside Shoreline Park, unrefined, coarse and natural. The design is intended to take advantage of the dramatic Bay views by continuing the waterfront promenade around the island edge. Two water access points, with areas for parking and loading will be provided to accommodate water recreational sports along the northern edge of the island. Moving away from the water's edge The Wilds are envisioned to be an ecologically valuable habitat area that recalls the once-predominant Bay Area shoreline ecosystems of dune swales and moist grassland. This constructed landscape will mimic natural open spaces around the Bay, supporting activities such as hiking, ecological education programs, and habitat viewing. Seasonal and/or perennial wetlands are planned as part of the stormwater treatment system.

PROGRAM & DESIGN (Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles.
- Asphalt parking lots in two locations. Approximately 75 – 100 parking spaces shall be provided at each location.
- One restroom facility shall be provided, one at the northeast parking area and water access area.
- Amenities for water recreational sports in two locations adjacent to parking lot areas.
- Secondary pedestrian pathways constructed of stabilized decomposed granite.
- Stormwater best management practices shall be incorporated into the design of the park.
- A Habitat Management Plan shall be prepared as part of the Major Phase Application to address habitat creation and management in the Northern Shoreline Park and Wilds.
- Windrow planting shall be extended into the park.

OPEN SPACE IMPROVEMENTS (Items consistent with the Design for Development)

Paving

- The promenade shall be a multi-use path consistent with Bay Trail Standards. It shall be a 20' wide path constructed of stabilized crushed stone and/or asphalt, accessible by service and emergency vehicles.
- A network of secondary pedestrian walkways paved with crushed stone will be provided throughout the park.
- Asphalt paving at both parking areas with reinforced grass overflow parking areas.

Lighting

- General Area Lighting at parking areas.

Grading and Drainage

- Rough grading consistent with infrastructure grading plan.
- Minor swales and landforms to create ecological variation and visual interest.
- Natural drainage and infiltration to support habitat creation, with grading provided for overland release.
- Storm drainage infrastructure limited to parking and gathering areas as needed.

Soil Preparation & Fine Grading

- Limited soil preparation consistent with native grassland and dune swale plant establishment.

Planting

- Predominantly, broadcast and/or hydroseeded native grasslands.
- Limited Native dune swale plantings including woody, perennial and herbaceous plants.
- Stormwater wetland grading and planting shall be completed a minimum of one growing season prior to connection to the storm drainage system and stormwater flows to ensure plant establishment and treatment function.

Irrigation

- Fully Automatic system for trees
- No permanent irrigation for grassland or native planting areas.
- Seeding operations will be sequenced with seasonal rains for purposes of establishment.

Furnishing

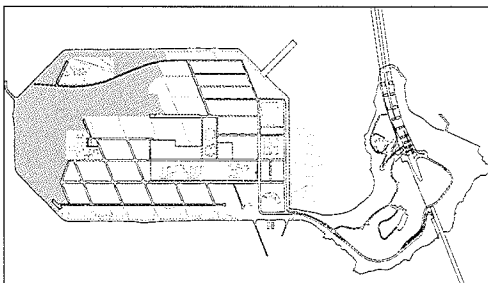
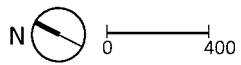
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Small group picnic areas: Picnic tables, grill, Litter and Recycling receptacles
- Wayfinding and Interpretive Signage

Open Space Facilities and Amenities

- An accessible large group picnic area including a windscreen/shade structure, group barbecue, and picnic tables.
- Restroom Facility located at the northeast parking area and water access point.
- Water Recreational Access Improvements including northeast water access ramp, shower, and windscreen.



NORTHERN SHORELINE AND WILDS



- ① PEDESTRIAN PROMENADE (WITH EMV AND MAINTENANCE ACCESS)
- ② PARKING AREA
- ③ WATER ACCESS POINT
- ④ STORMWATER WETLAND
- ⑤ PEDESTRIAN HIKING TRAILS
- ⑥ WASTEWATER TREATMENT PLANT (4-6 ACRES FOR PUC SITE) - - - -
- ⑦ PICNIC AREA
- ⑧ LARGE GROUP PICNIC AREA
- ⑨ BOARDSAILING LOADING AREA
OVERFLOW PARKING
- ⑩ RESTROOM AND BOARDSAILING AMENITIES

Eastern Shoreline Park

The Eastern Shoreline Park is envisioned to share similar design characteristics with the Cityside Waterfront Park as an iconic, highly visited park on Treasure Island. The design is intended to be open and simple, allowing views to create a dramatic experience. The promenade through the Eastern Shoreline Park is intended to offer ample areas for both pedestrians and bicyclist to enjoy the Bay and views.

PROGRAM & DESIGN

(Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles.
- Open flexible lawn spaces that accommodate a full range of passive recreational activities.
- Articulated spaces that are sheltered for seating, picnic and group gathering areas.
- Stormwater best management practices shall be incorporated into the design of the park as needed.
- Windrow planting shall be extended into the park.

OPEN SPACE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- The promenade shall be a multi-use path consistent with Bay Trail Standards. It shall be a 20' wide path constructed of stabilized crushed stone and/or asphalt, accessible by service and emergency vehicles.
- Secondary pedestrian pathways paved with concrete, unit pavers, crushed stone or asphalt.

Lighting

- Promenade and Secondary Path Lighting

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

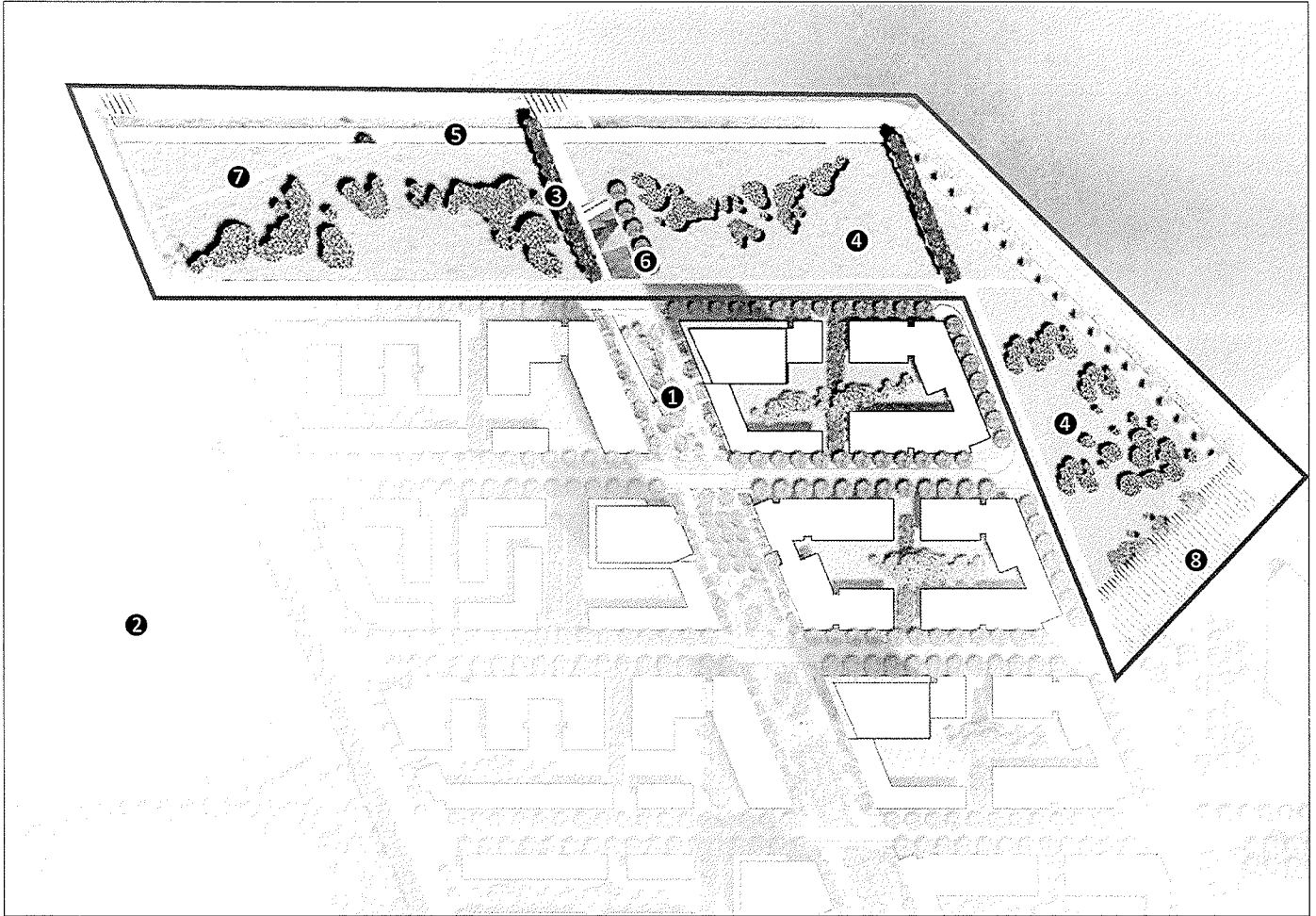
- Windrow Trees and Native Tree Groves
- Native turf grass panels as primary planting type.
- Native/ornamental plantings in selected locations.

Irrigation

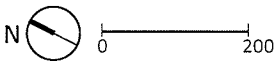
- Fully Automatic system for all planting areas and trees.

Furnishing

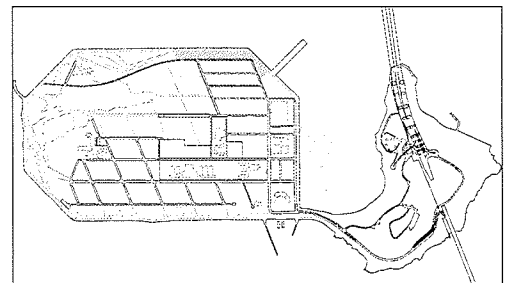
- Built-in site seating elements will be integrated at select locations.
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk



EASTERN SHORELINE PARK PLAN



- ① EASTERN COMMON
- ② SPORTS PARK
- ③ WINDROW PLANTING
- ④ FLEXIBLE LAWN
- ⑤ MULTI-USE PROMENADE
- ⑥ WINDROW PLAZA
- ⑦ SECONDARY PATH
- ⑧ PIER PLAZA



Pier 1

Pier 1 is intended to be a water-oriented destination on the south east corner of Treasure Island. The range of programs and configurations that could occupy Pier 1 varies greatly, from a tall ship program to a simple fishing and public access area. It is intended that the design of Pier 1 be integrated with the adjacent Eastern Shoreline Park.

PROGRAM & DESIGN

(Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles.

OPEN SPACE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete topping slab.

Lighting

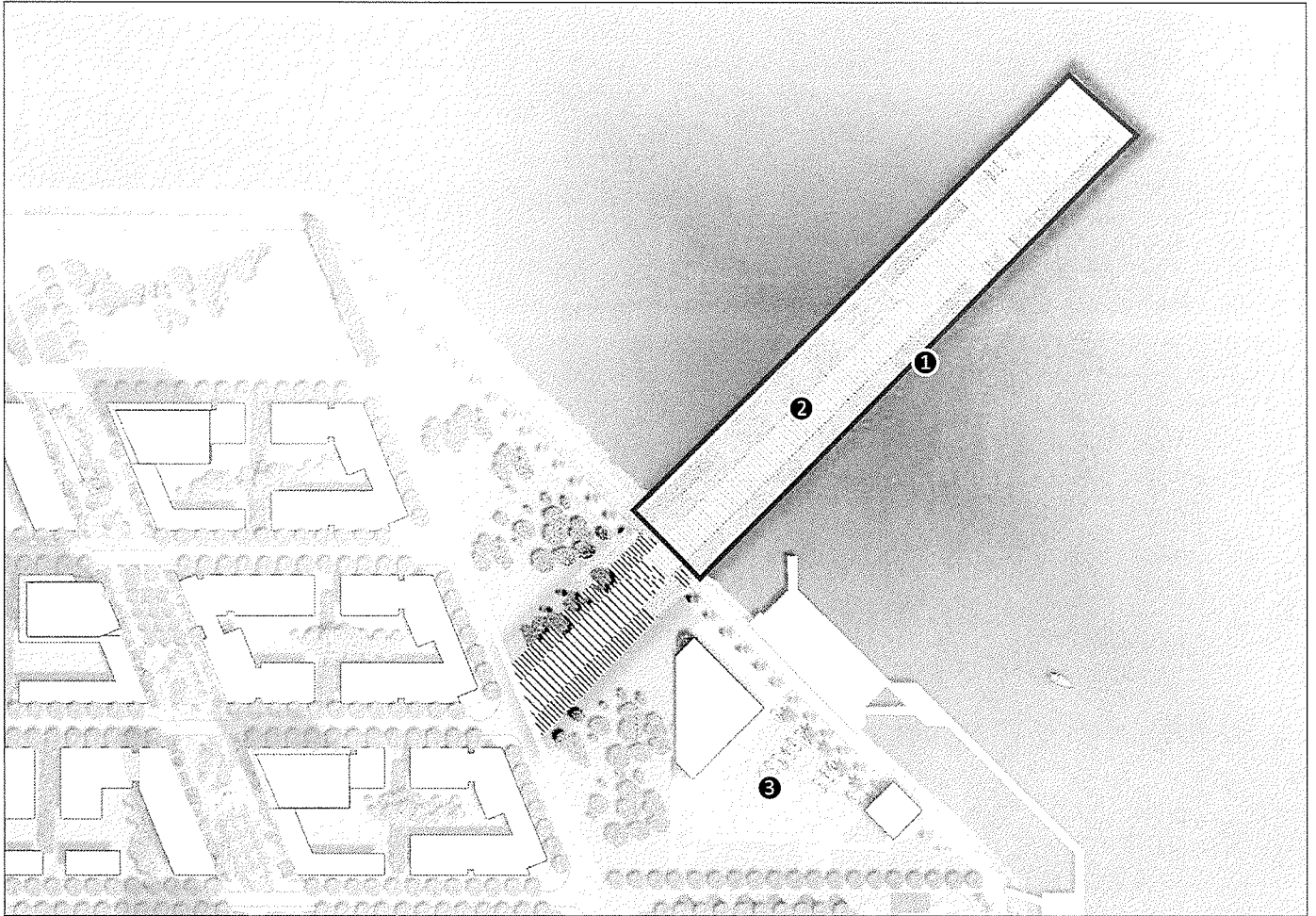
- General Area Lighting

Furnishing

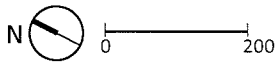
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk

Special Features

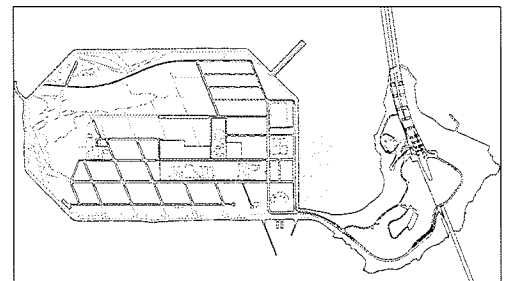
- Custom guardrail along the length of the pier.



PIER ONE PLAN



- ① GUARDRAIL
- ② PIER PAVING
- ③ SAILING CENTER



Clipper Cove Promenade

Clipper Cove Promenade is intended to provide access along the Clipper Cove waterfront, supporting various water activities and pedestrian/bicycle movement. Opportunities for various sea viewing areas are intended to be provided along the length of the Promenade, to capture views out towards Clipper Cove, Yerba Buena Island, the Bay Bridge and beyond. Street and pedestrian elements such as furniture and signage will be located in the area along the promenade, while vertical elements along Clipper Cove Avenue – such as palm trees, light poles, trash cans, bus shelters, parking meters and street signs – can be designed to minimize obstruction for pedestrians and bicyclists. It is envisioned that efficient movement between marine-related equipment and automobiles will be possible and that any bus loading areas minimize conflicts with other programs. It is also envisioned that a graphically-delineated pathway will be used to make bicyclists and pedestrians aware of one another's movements along the Promenade.

PROGRAM & DESIGN

(Items required by Design for Development Standards)

- A universally accessible waterfront promenade that provides waterfront access for both pedestrians and bicycles.
- Large overlook and small areas located along the waterfront promenade.
- Loading and unloading areas for Clipper Cove Marina patrons.

OPEN SPACE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete for all pedestrian and bicycle paths.
- Concrete unit pavers for demarcating between pedestrian and bicycle zones.
- Wood decking and/or concrete paving at overlook areas.

Lighting

- Path Lighting
- General Area Lighting at overlooks

Planting

- Palms planted at an interval of approximately 40' along the length of the Promenade.
- Ornamental plantings selected locations.
- Stormwater planters.

Irrigation

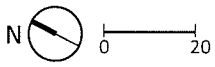
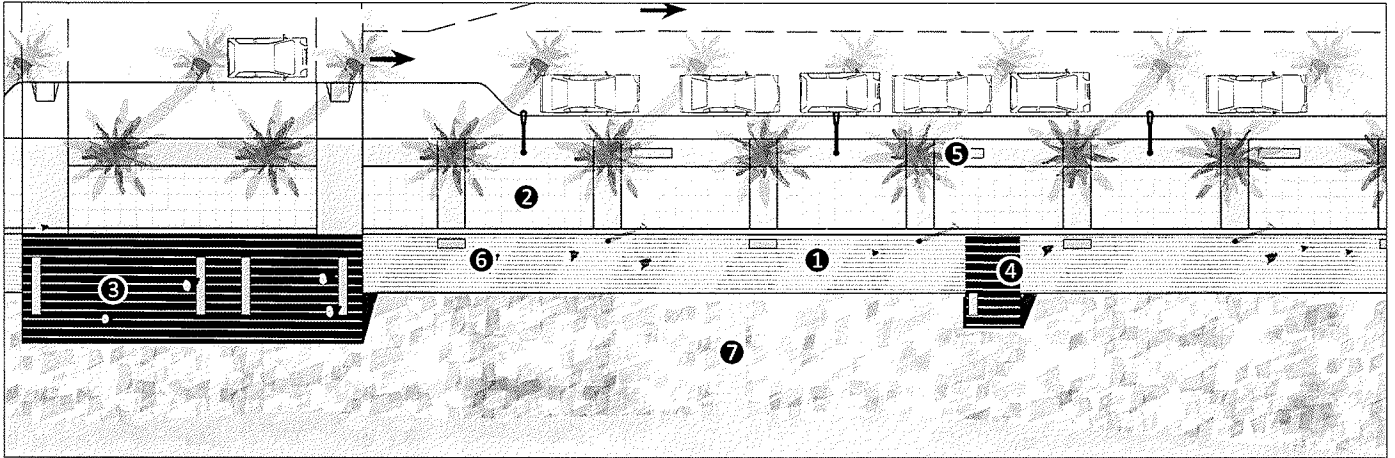
- Fully Automatic system for all planting areas and trees.

Furnishing

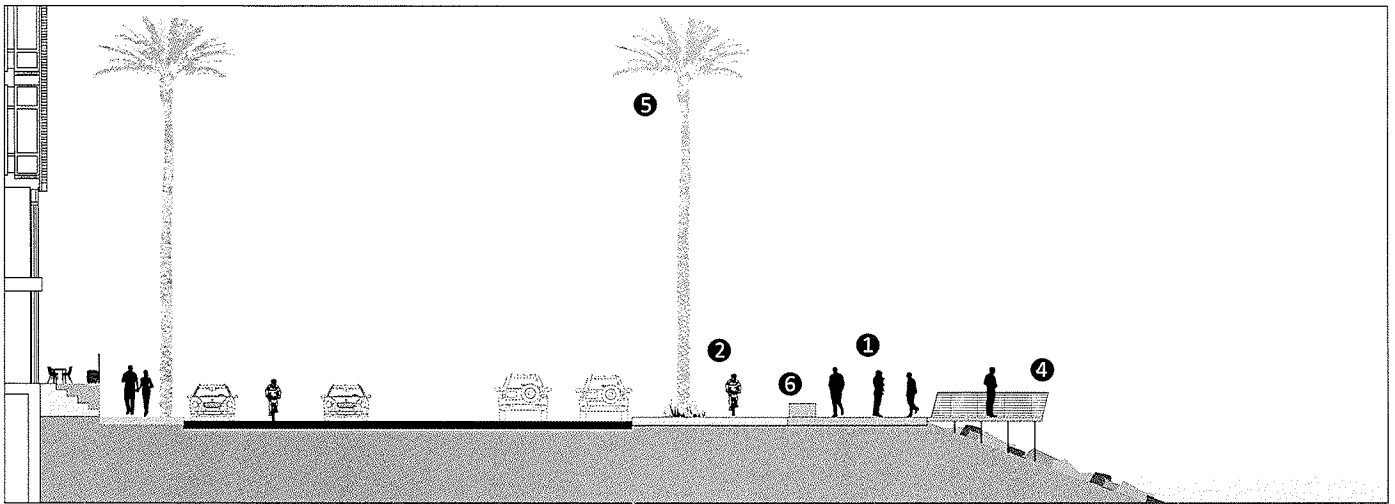
- Built-in site viewing elements will be integrated at select locations.
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage

Special Features

- (3) Overlooks with custom galvanized railing.

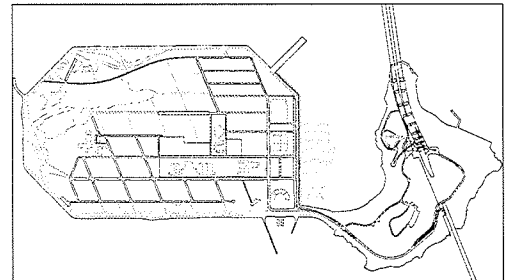


CLIPPER COVE PROMENADE PLAN



CLIPPER COVE PROMENADE SECTION

- ① MIXED USE PROMENADE
- ② CLASS 1 BIKE FACILITY
- ③ LARGE OVERLOOK
- ④ SMALL OVERLOOK
- ⑤ PALM TREE PLANTING
- ⑥ PARK BENCH
- ⑦ MARINA ACCESS



Eastside Commons

The Eastside Commons are intended to create a grand, vehicle-free, and socially active pedestrian connection from the Island Center to the Eastside neighborhood, serving adjacent residents with a range of facilities varying from tot-lots and picnic areas to passive gardens and tree groves. The Eastside Commons is envisioned as a single park, although it may also be designed as a series of distinct spaces or rooms from block to block. The scale and program of each park is intended to reinforce the primacy of the pedestrian and promote social interaction. A variety of tree species are intended to be incorporated along the length of the Commons. Primary pathways are envisioned at the edges of the park, so the neighborhood-serving activities can occupy the space between the pathways.

PROGRAM & DESIGN CHECKLIST

(Items required by Design for Development Standards)

- Multi-use pathways that provides access for both pedestrians and bicycles.
- Play structures, picnic areas, ornamental gardens, community gardens, plazas, flexible turf areas and other neighborhood serving program located between the primary pathways.
- Access for emergency vehicles.

LANDSCAPE IMPROVEMENTS (Items consistent with the Design for Development)

Paving

- Integral colored concrete for all pedestrian pathways.
- Unit paving at gathering and plaza areas.
- Crushed stone paving and/or permeable pavers in low intensity use areas.

Lighting

- Path Lighting
- General Area Lighting
- Accent lighting at selected locations.

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

- Shade trees, including a variety of species.
- Ornamental Planting
- Stormwater planters
- Flexible turf areas for light passive recreation

Irrigation

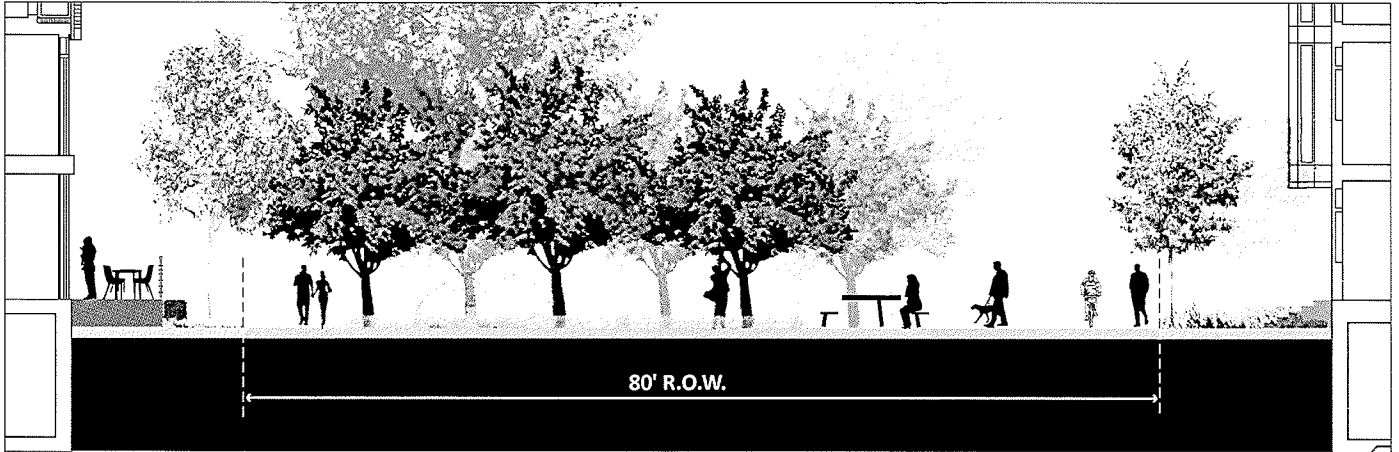
- Fully Automatic system for all planting areas and trees.

Furnishing

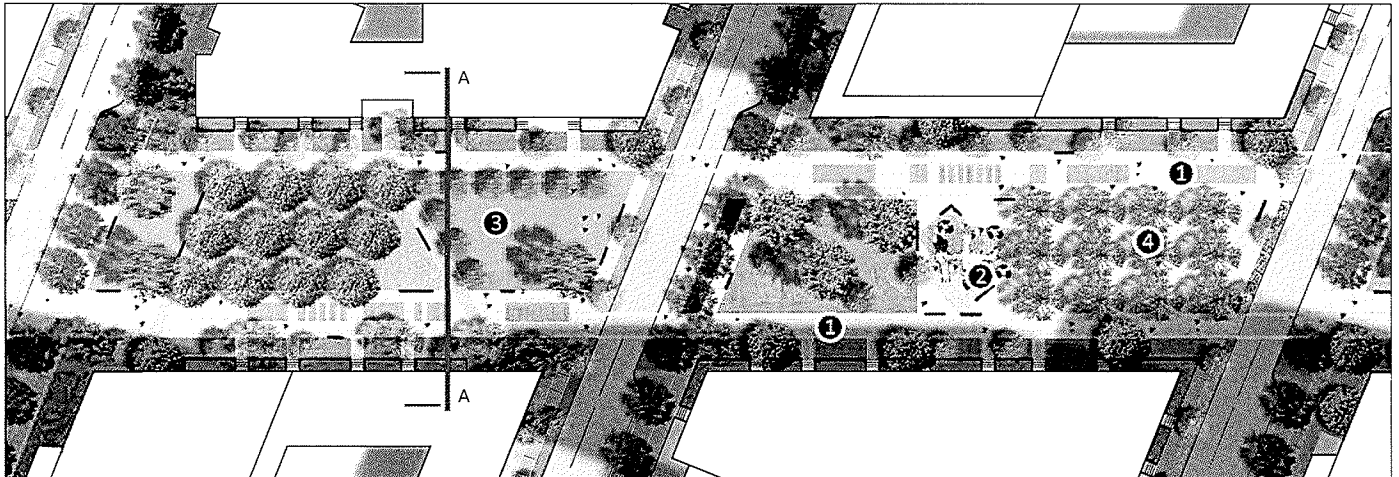
- Built-in site seating elements will be integrated at select locations.
- Benches
- Litter and Recycling receptacles
- Bicycle Racks

Open Space Facilities and Amenities

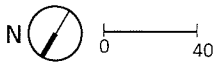
- (2) Play Areas including fencing, play equipment, and resilient surfacing.



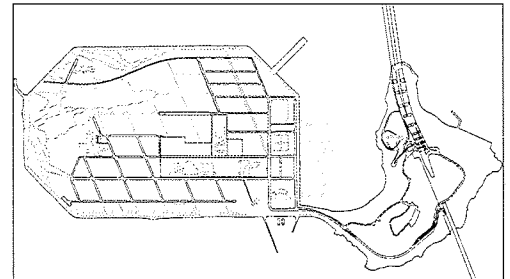
EASTERN COMMON SECTION



EASTERN COMMON PLAN ENLARGEMENT



- ① PEDESTRIAN PATHWAY
- ② PLAY AREA
- ③ ORNAMENTAL GARDEN
- ④ ORCHARD PLANTING



Sports Park

The Sports Park is envisioned to foster a healthy and active lifestyle for residents and visitors, as well as to provide needed regional-service sports facilities and space for large events and gatherings.

It will provide flexible athletic fields allowing a variety of active recreational activities and intensities such as soccer, softball, cricket, rugby, Gaelic football and ultimate Frisbee. Priority will be given to existing recreation field users on the island including San Francisco Gaelic Athletic Association, San Francisco Little League, San Francisco Golden Gate Rugby and YMCA.

The facility would be geared toward local leagues, community groups, and families. Car parking is intended to be provided on perimeter streets and limited on-site lots.

PROGRAM & DESIGN

(Items required by Design for Development Standards)

- The Sports Park will accommodate flexible sports fields for active recreational sports.
- Amount of permanent parking will be appropriate for activity levels provided.
- Windrow planting shall be extended into the park.
- Maintenance and storage facilities.
- A restroom facility will be provided within the park or at existing gymnasium

LANDSCAPE ELEMENTS

(Items consistent with the Design for Development)

and trees.

Paving

- Asphalt paving for all pedestrian walkways.
- Crushed stone paving and/or permeable pavers in low intensity use areas.

Furnishing

- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Information Kiosk and Wayfinding Signage

Lighting

- Path Lighting

Open Space Facilities and Amenities

- Basic field amenities to enable shared uses, small bleachers and one area sufficient in size to accommodate a sports field with a dimension of 160 yards x 100 yards will be provided.
- Improvements and amenities do not include tournament-level field improvements. Future improvements to support tournaments, and in accordance with the D4D and OSP, will not be precluded.
- Accessible restroom facility in the existing gymnasium building or as a free standing facility within the Sports Park
- (4) Drinking Fountains

Grading and Drainage

- Rough and Finish Grading of Fields
- General surface drainage

Soil Preparation & Fine Grading

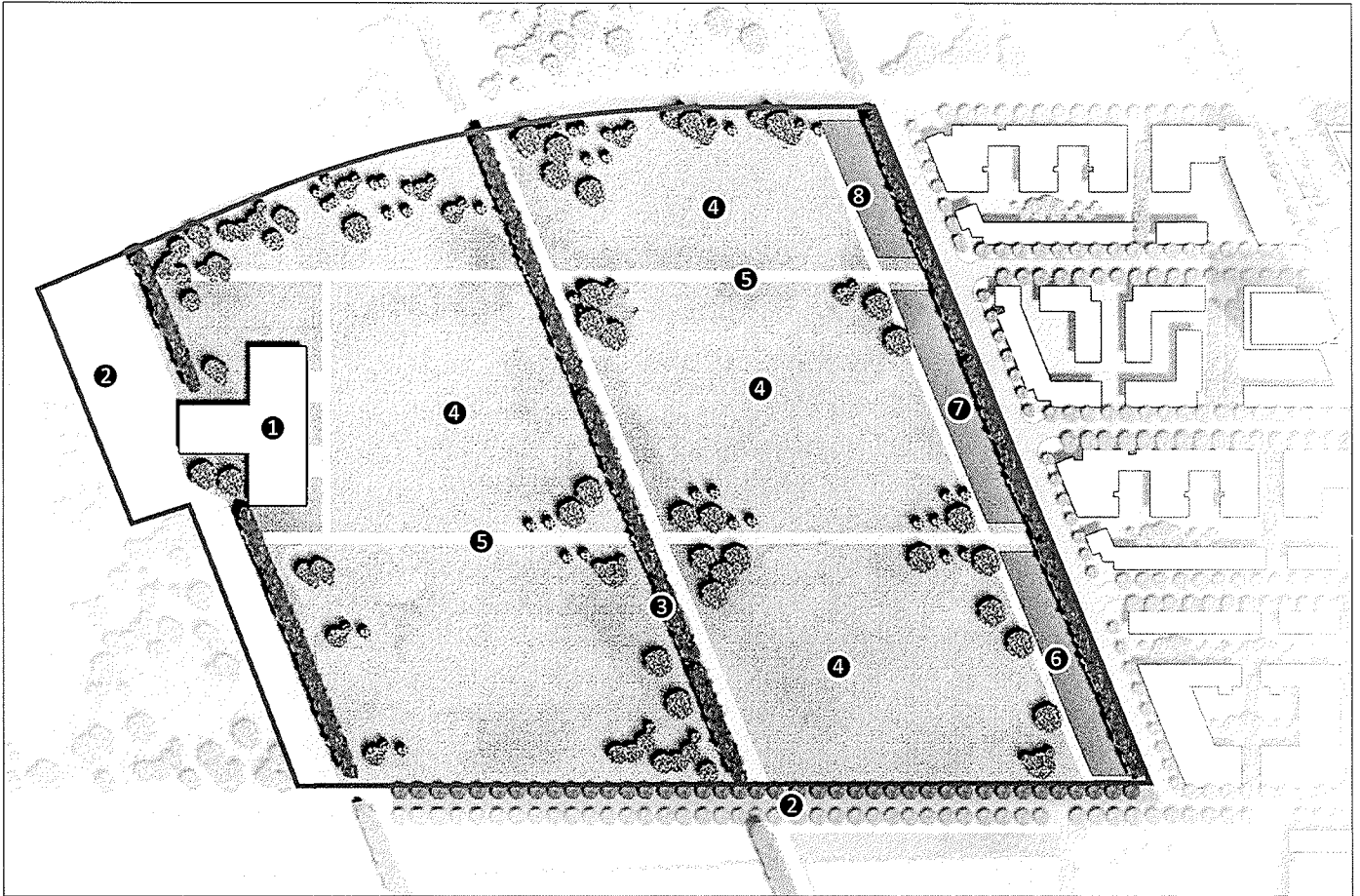
- As defined by General Requirements.

Planting

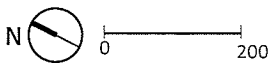
- Lawn playing fields
- Limited ornamental planting
- Windrow and Shade Trees

Irrigation

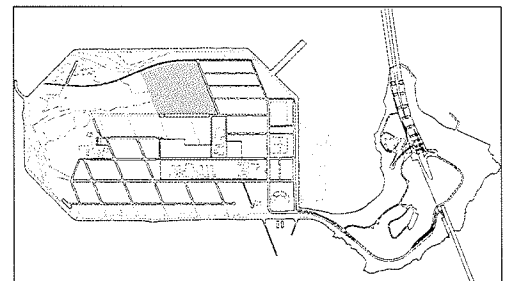
- Fully Automatic system for all planting areas



SPORTS PARK PLAN



- ① EXISTING GYM FACILITY
- ② PARKING AREA
- ③ WINDROW PLANTING
- ④ FLEXIBLE SPORTS FIELDS (LAWN)
- ⑤ PEDESTRIAN PATHWAYS
MAINTENANCE CIRCULATION
- ⑥ EASTSIDE PARK 1 STORMWATER FACILITY
- ⑦ EASTSIDE PARK 2 STORMWATER FACILITY
- ⑧ EASTSIDE PARK 3 STORMWATER FACILITY



Urban Agricultural Park

The Open Space Plan includes basic site improvements to prepare the site for farm operations, with the understanding that the Urban Agricultural Park will be managed and operated by a farm operator or non-profit organization.

The Urban Agricultural Park is intended to be a full production urban farm and/or nursery producing fresh produce or nursery stock for project planning and ongoing maintenance and restoration activities. The Agricultural Park will also provide opportunities for educational and recreational amenities. The park is intended to be pragmatic and utilitarian, allowing guests to experience the process of farming and/or nursery operations. The park shall be open and available to members of the community and will include community garden plots for Treasure Island and YBI residents. The park is intended to be designed with a sequence of walking paths and various areas for interpretation and demonstration, with benches and gathering areas between growing fields which allow visitors to appreciate the agricultural landscapes. Green houses, wind turbines and recycling and composting facilities are envisioned to support sustainable practices. Environmental or horticultural art could also be incorporated into the design.

PROGRAM & DESIGN CHECKLIST

(Items required by Design for Development Standards)

- A 20 - 25 acre organic agricultural farm.
- Farming practices to include small animal husbandry, various crop cultivation, aquaculture and orchards.
- Design and agricultural production shall be controlled so the operation does not create a negative impact on adjacent residential uses.
- Windrow trees shall be planted along the pedestrian pathways within the farm.

LANDSCAPE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Stabilized crushed stone paths for pedestrian pathways and vehicular access.
- Asphalt concrete or concrete paving in limited areas where required.

Grading and Drainage

- Rough grading and provision of storm drainage and treatment improvements.

Soil Preparation & Fine Grading

- Soil testing, organic soil amendments and/or import of 6 – 8 inches of topsoil.
- Coordination with 3rd Party operator to determine final soil preparation strategy.

Planting

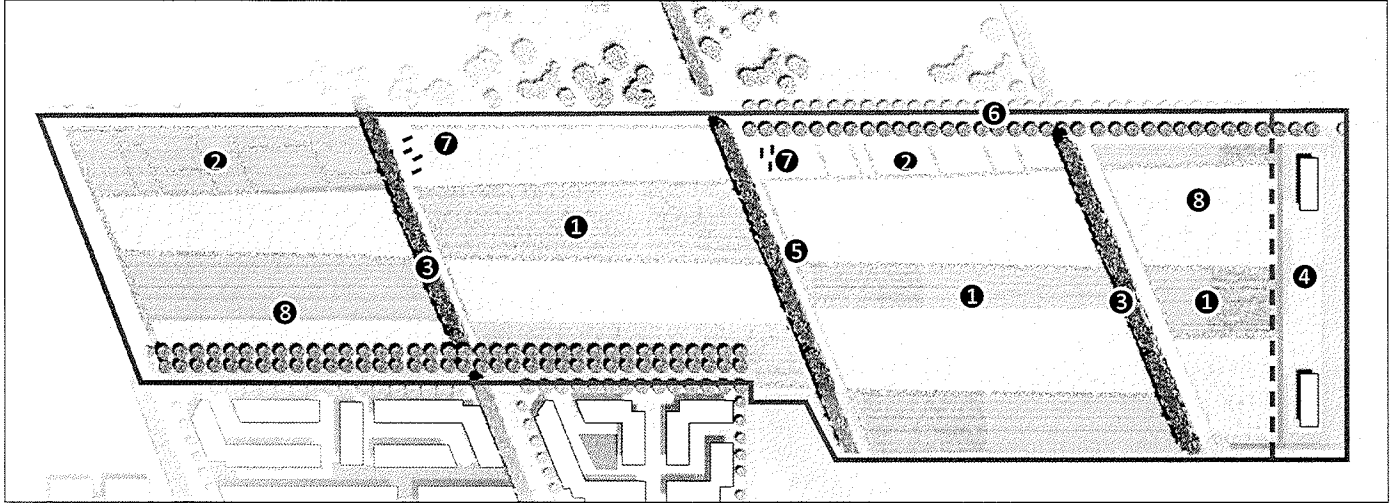
- Windrow Trees
- Stormwater treatment areas as needed.

Irrigation

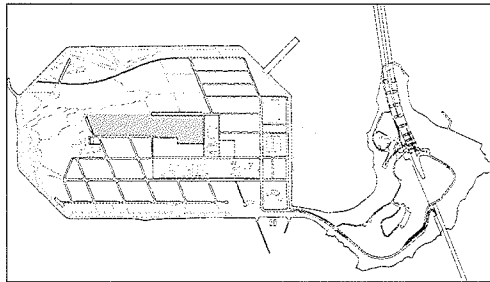
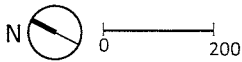
- Mainline and Gate valve for point of connection.

Special Features

- A demonstration educational garden, with interpretive signage.
- Group Picnic Area
- Community Garden Plots



URBAN AGRICULTURAL PARK



- ① FARM AREA
- ② DEMONSTRATION GARDEN
- ③ WINDROW PLANTING
- ④ MAINTENANCE YARD
- ⑤ WINDROW PATHWAYS
- ⑥ PUBLIC PARKING
- ⑦ PICNIC AREA
- ⑧ COMMUNITY GARDEN PLOTS (FINAL SIZE TO BE DETERMINED)

Maintenance Yard and Facilities

A maintenance yard with operations and maintenance facilities for all open space shall be located in the Agricultural Park area and will include basic site improvements including utility service and facilities for maintenance. A recycling and composting facility will be incorporated within the maintenance yard area and provided as part of the community facilities program. TICD will continue to coordinate with TIDA and potential project partners to define the open space operations and maintenance requirements and facility needs, including size and layout.

PROGRAM & DESIGN CHECKLIST

(Items required by Design for Development Standards)

- A 1 acre maintenance yard (final size to be confirmed and coordinated)
- O&M Office
- Shop and Storage Facilities
- Space allocation for recycling and composting facilities

LANDSCAPE ELEMENTS

(Items consistent with the Design for Development)

Paving

- Gravel, asphalt, and/or concrete paving areas as needed.

Lighting

- General Area Lighting

Grading and Drainage

- Storm drainage and stormwater treatment improvements.

Open Space Facilities

- O & M Office Space (800 sf building including restroom facilities)
- Corporation Shop (approximately 5,000 sf)
- Storage Shed (approximately 5,000 sf)
- Perimeter fencing

Building 2 and Building 3 Landscape

The landscape concept around Buildings 2 and 3 should support the service within the building. Low plan ng should be a foreground to the building.

PROGRAM & DESIGN CHECKS

(Items Required by the TI & YBI Design for Development)

- Access to building entrances shall be clear and accessible
- Stormwater planters shall be used around the building.

LANDSCAPE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete and/or unit pavers for pedestrian walkways and plazas.
- Unit paving in special social areas.

Lighting

- Path Light ng
- General Area Light ng
- Accent light ng

Grading and Drainage

- As def ned by General Requirements.

Soil Preparation & Fine Grading

- As def ned by General Requirements.

Planting

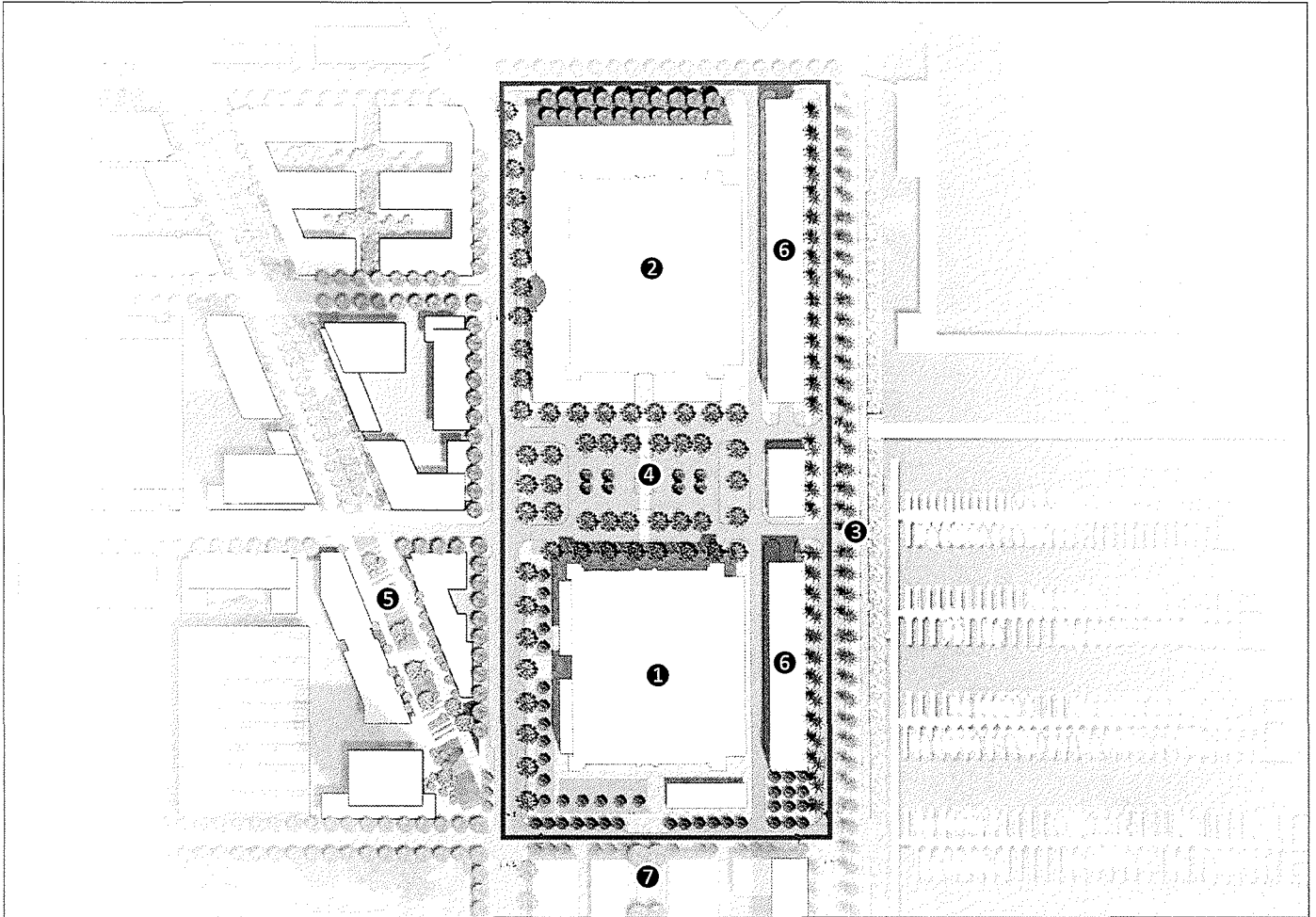
- Relocated exis ng olive trees placed along California Street façade.
- Low Plan ng used along the base of the building with native grasses and shrubs.

Irrigation

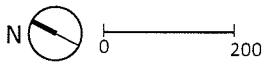
- Fully Automate c system for all plan ng areas and trees.

Furnishing

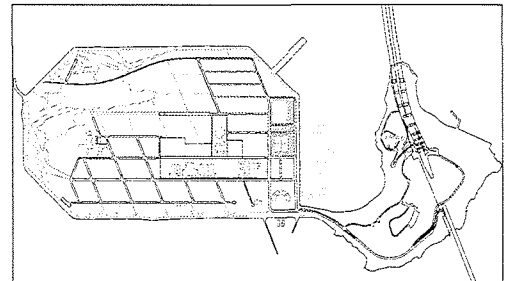
- Built-in site sea ng elements will be integrated at select loca ons.
- Benches
- Li er and Recycling receptacles
- Bicycle Racks
- Informa on kiosk and wayf nding signage



BUILDING 2 AND 3 PLAN



- ① BUILDING 2
- ② BUILDING 3
- ③ CLIPPER COVE PROMENADE
- ④ PUBLIC PARKING LOT
- ⑤ EASTERN COMMON
- ⑥ RESIDENTIAL BUILDING
- ⑦ RETAIL STREET



Hilltop Park

The exceptional location of the Hilltop Park is intended to be programmed and designed as a local and regional destination with picnic facilities, view overlooks, open lawn areas, and recreation amenities. Prevailing wind orientation, topography and views shall be addressed as part of the park design. Universal access and visitor parking will also be incorporated into the park design.

PROGRAM & DESIGN CHECKLIST

(Items Required by the TI & YBI Design for Development)

- A 5.3 acre regional park that supports picnic areas, overlooks and flexible use areas.
- Parking for 6 - 12 vehicles shall be provided on or off street.

LANDSCAPE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete for pedestrian walkways and plazas.
- Unit pavers for areas highly visible plazas.
- Poured in place concrete stairs

Lighting

- Path Lighting
- General Area Lighting

Grading and Drainage

- As defined by General Requirements.
- Grading to minimize disturbance of existing features and walls.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

- Retaining existing healthy trees where possible.
- Native grasses and ornamental planting in all landscape areas.
- Drought resistant turf grass at all open lawn areas.

Irrigation

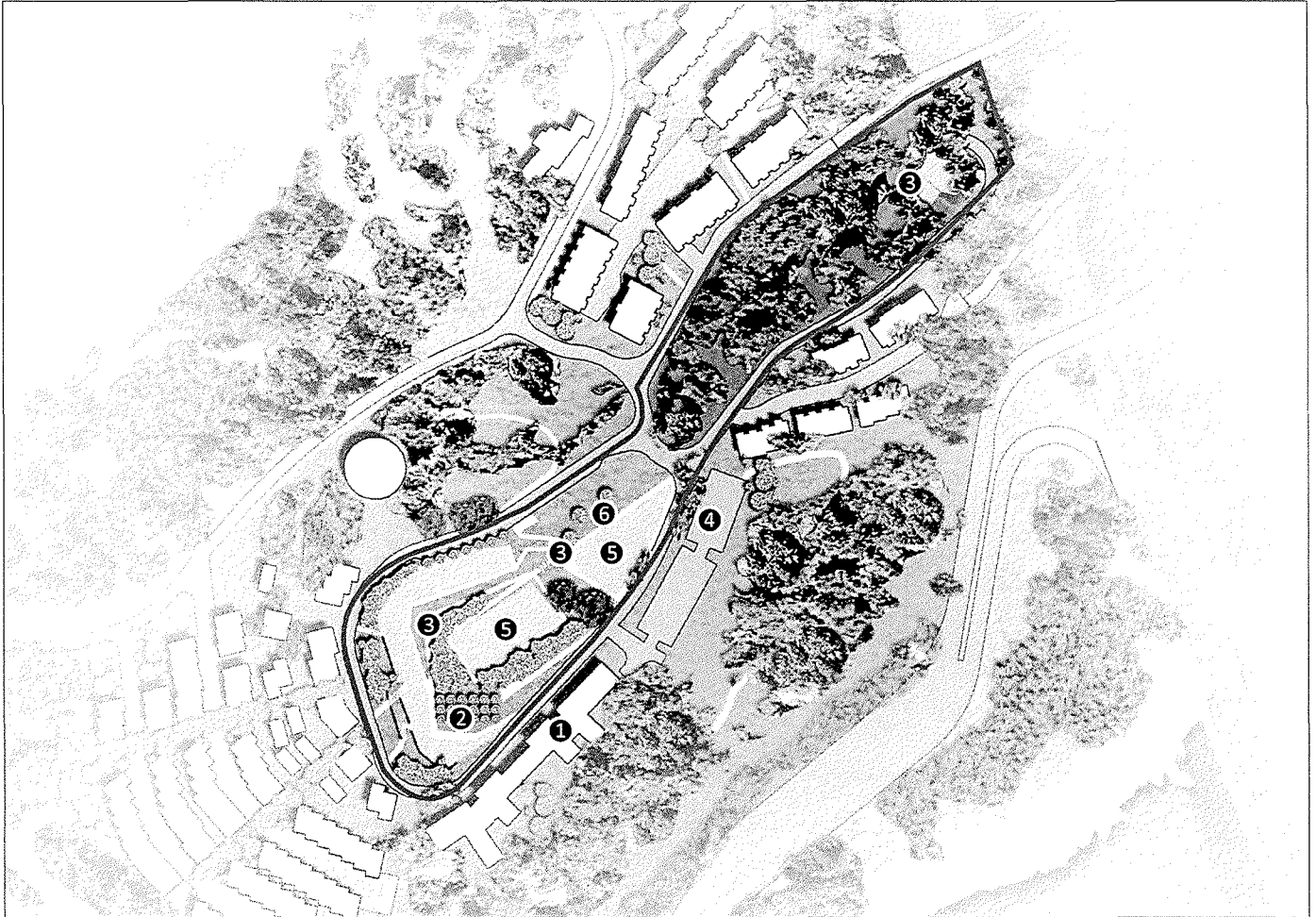
- Fully Automatic system for all planting areas and trees.

Furnishing

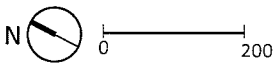
- Picnic Tables
- Barbecue grills
- Litter and Recycling receptacles
- Bicycle Racks
- Information kiosk and Wayfinding Signage

Open Space Facilities and Amenities

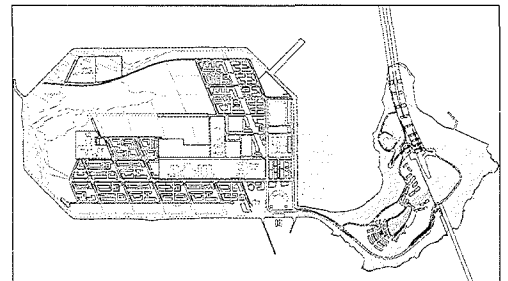
- Play Area, including fencing, play equipment, and resilient surfacing.



HILLTOP PARK PLAN



- ① HOTEL SITE
- ② FLEXIBLE PLAZA
- ③ LOOKOUT POINTS
- ④ PUBLIC PARKING
- ⑤ FLEXIBLE LAWN SPACE
- ⑥ PLAY AREA



Beach Park

The Beach Park will provide access to Clipper Cove and be accessed from a parking lot and pedestrian pathway off of Treasure Island Road.

PROGRAM & DESIGN CHECKLIST

(Items Required by the TI & YBI Design for Development)

- Improved beach access to be provided.
- Existing lot to be resurfaced to accommodate 8 parking stalls.

LANDSCAPE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Integral colored concrete, asphalt and/or stabilized crushed stone paths for pedestrian pathways.

Lighting

- Path Lighting

Grading and Drainage

- As defined by General Requirements.
- Grading to minimize disturbance of existing topography.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

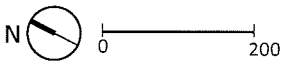
- Retaining existing healthy trees where possible.
- Native grasses and ornamental planting.
- Drought resistant turf grass at all open lawn areas.

Furnishing

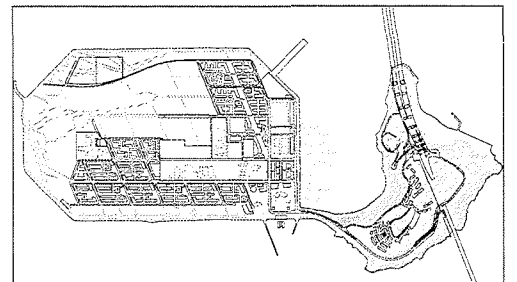
- Beach Access Stair
- Benches
- Litter and Recycling receptacles
- Bicycle Racks
- Interpretive & Wayfinding Signage
- Picnic Tables
- Controlled Access: Signage and/or fencing to protect existing beach habitat areas as identified in the YBI HMP (final type and extent of access control to be determined).



BEACH PARK PLAN



- ① OPEN LAWN WITH PICNIC AREA
- ② PARKING LOT
- ③ BEACH ACCESS STAIRWAY
- ④ BEACH
- ⑤ BAY TRAIL
- ⑥ POTENTIAL SITE FOR BUILDING 10 RELOCATION



Yerba Buena Island Trails and Overlooks

This Open Space Plan includes the trails, overlooks and developed open space areas that will be provided as part of the project. The trail and overlook improvements will provide pedestrian access to key open space areas and overlook points on Yerba Buena Island. Trails range in scale from casual hiking paths to paved lookout locations.

PROGRAM & DESIGN CHECKLIST

(Items Required by the TI & YBI Design for Development)

- Existing trails shall to be maintained and refurbished.
- New pedestrian trails to be added to connect open space areas.

LANDSCAPE IMPROVEMENTS

(Items consistent with the Design for Development)

Paving

- Trails range from stabilized dirt paths to concrete paving.

Grading and Drainage

- Trail and Overlook grading to minimize disturbance of existing topography.
- Trail drainage and diversion features to minimize and prevent erosion.

Planting

- Native erosion control seeding and erosion control measures at all disturbed grades.
- Native planting at overlooks.

Irrigation

- Temporary as needed for plant establishment.

Furnishing

- Benches

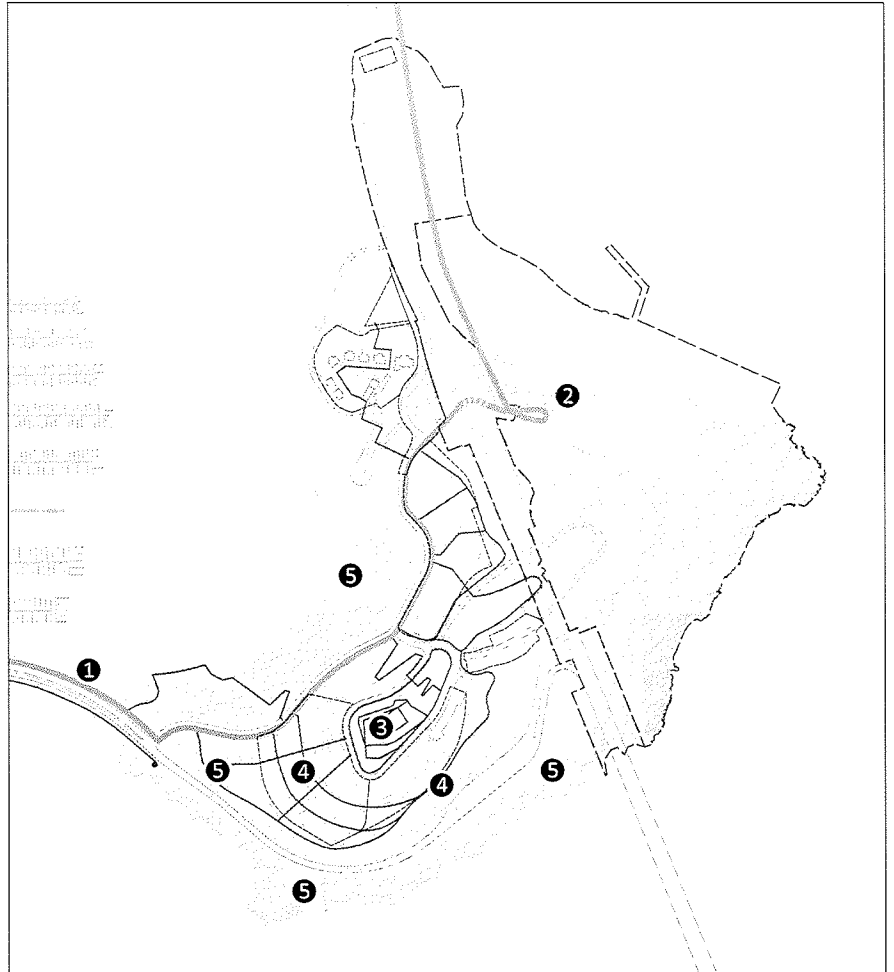
Special Features

- (5) Overlooks at selected locations, including paving, seatwalls, benches, signage, and litter receptacles.

YERBA BUENA ISLAND HABITAT MANAGEMENT

The initial development phase would include specific habitat management efforts carried out by TICD, as part of the master development of the Island. This would likely include efforts associated with site preparation and infrastructure improvements in areas adjacent to the proposed development parcels and/or public rights-of-way. In addition, the Redevelopment budget for the Redevelopment Plan includes funding that could be used, at the discretion of TIDA, either to complete additional habitat management projects on YBI, and/or as seed money to found a parks and open space conservancy organization that would, in part, help to coordinate and manage the implementation of the Yerba Buena Island Habitat Management Plan (HMP) over the long term. Ideally, the initial funding would also allow for the most pressing restoration, enhancement and preservation efforts to be implemented by a professional restoration contractor, as identified in the HMP, Section III, Management Plan Priorities. TICD would also provide funding for on-going operations and maintenance of HMP areas in accordance with a fixed-schedule of payments as specified in the Financing Plan attached to the DDA.

* Refer to Yerba Buena Habitat Management Plan for restoration and vegetation management.



YERBA BUENA ISLAND TRAIL NETWORK

- ① BAY TRAIL
- ② EAST SPAN CONNECTION
- ③ HILLTOP PARK
- ④ PATHS AND TRAILS
- ⑤ HMP OPEN SPACE AREA

Yerba Buena Island HMP Open Space

YERBA BUENA ISLAND HABITAT MANAGEMENT

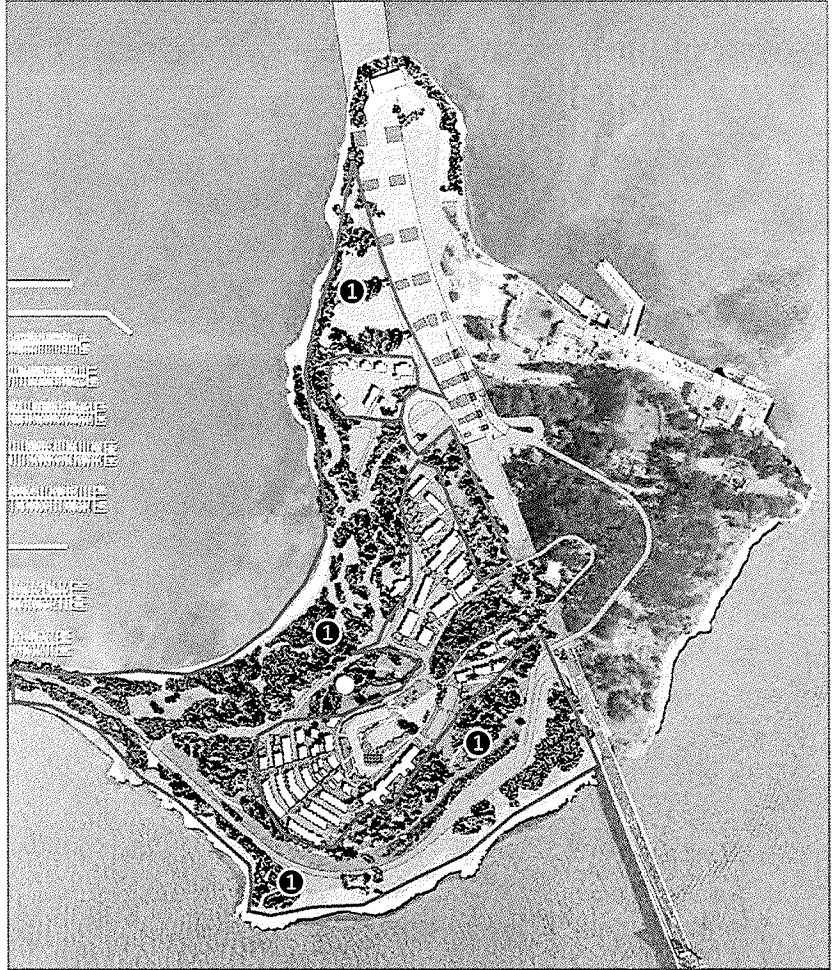
The initial development phases would include specific habitat management efforts carried out by the Developer as part of the master development of the Island. This would likely include efforts associated with site preparation and infrastructure improvements in areas adjacent to the proposed development parcels and/or public rights-of-way. Work would be carried out over time as adjacent parcels are developed.

The Redevelopment budget for the Redevelopment Plan includes funding that could be used to complete habitat management projects on YBI and/or as seed money to found a parks and open space conservancy organization that would, in part, help to coordinate and manage the implementation of the Yerba Buena Island Habitat Management Plan (HMP) over the long term.

The summary project pro forma includes approximately \$3.5 MM (\$2010) for habitat management and restoration. This budget would allow for the most pressing restoration, enhancement and preservation efforts to be implemented by a professional restoration contractor, as identified in the HMP, Section III, Management Plan Priorities. The summary project pro forma has assumed that ongoing habitat maintenance will cost approximately \$350,000 per year.

TIDA and the Developer have developed a joint budgeting and funding process for the long-term management and maintenance of open space in the project, including the maintenance and management of habitat. Funding for habitat management may come from a variety of sources, including developer subsidy and property taxes generated by the Community Facilities District funding. This funding process is outlined in the Financing Plan attached to the DDA.

* Refer to Yerba Buena Habitat Management Plan for restoration and vegetation management.



YERBA BUENA ISLAND TRAIL NETWORK

① HMP OPEN SPACE AREA

Cityside Neighborhood Parks

The Cityside Neighborhood Parks together with the Shared Public Way, a new street typology that prioritizes pedestrian travel over vehicles, will offer a rich and vibrant pedestrian and open space network within the Cityside Neighborhood. As the Shared Public Way meanders through the residential neighborhood the neighborhood parks are intended to serve the outdoor recreational and social space needs of the adjacent residents with a range of program elements varying from tot-lots and picnic areas to passive gardens.

Each neighborhood park is intended to have a distinct character and programmatic function. Building materials and practices are encouraged to be as sustainable as possible and consider long-term maintenance, durability, and energy utilization. The scale and program of each park is intended to reinforce the primacy of the pedestrian and promote social interaction. The parks will be designed so that they are oriented towards and integrated with the nearby Shared Public Way pedestrian street, rather than the adjacent residential building entrances.

The Design for Development establishes two types of Neighborhood Parks with varying scale and program. Neighborhood Parks Type 1 should be sized and laid out to provide areas for small group gathering, picnic areas and gardening and play areas. The larger Neighborhood Parks Type 2 should be sized and laid out to provide areas for active use by groups of children and families.

PROGRAM & DESIGN CHECKLIST

(Items required by Design for Development Standards)

- Program activities that emphasize adult passive recreation, active child play areas, social gathering and gardening.

LANDSCAPE ELEMENTS

(Items consistent with the Design for Development)

*The Cityside Neighborhood Parks may be constructed above below grade parking areas for adjacent residential development and therefore the improvements outlined in this section shall be required as part of the vertical development concurrent with completion of the adjacent parcel development. Temporary neighborhood park improvements will be provided as needed to ensure a cohesive and complete public realm.

Paving

- Integral colored concrete and/or unit pavers for pedestrian paths and plaza areas.
- Crushed stone paving and/or permeable pavers in low intensity use areas.

Lighting

- Path Lighting
- General Area Lighting

Grading and Drainage

- As defined by General Requirements.

Soil Preparation & Fine Grading

- As defined by General Requirements.

Planting

- Shade trees
- Ornamental Planting
- Stormwater planters
- Turf for play areas is allowed

Irrigation

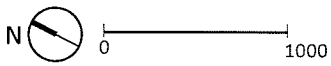
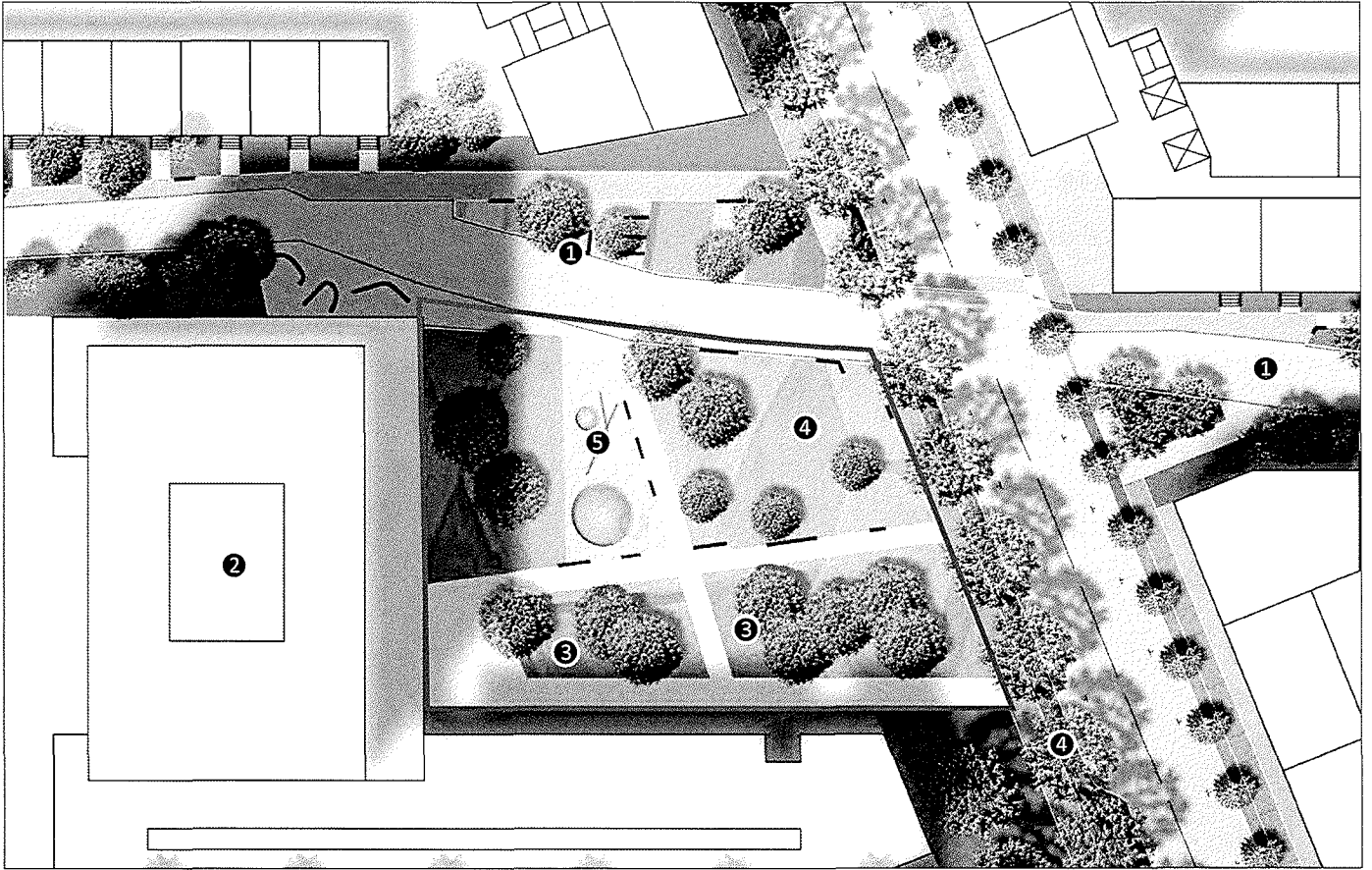
- Fully Automatic system for all planting areas and trees.

Furnishing

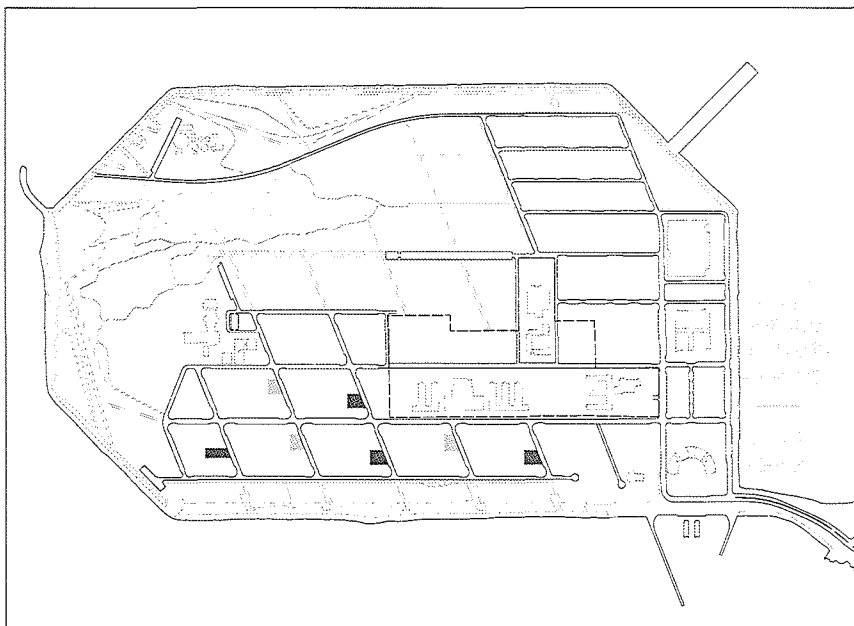
- Benches
- Litter and Recycling receptacles
- Bicycle Racks

Open Space Facilities and Amenities



- A total of (2) Tot lot/play areas located in Type 2 parks, including fencing, play equipment, and resilient surfacing.



NEIGHBORHOOD PARKS



- ① SHARED PUBLIC WAY
- ② ADJACENT DEVELOPMENT PARCEL
- ③ ORNAMENTAL PLANTING
- ④ LAWN AREA
- ⑤ PLAY AREA / GATHERING AREA

-  TYPE 1 NEIGHBORHOOD PARK
-  TYPE 2 NEIGHBORHOOD PARK

OPEN SPACE IMPROVEMENTS - GENERAL REQUIREMENTS

Codes and Regulations

Applicable Codes and Regulations: The Open Space Improvements will comply with all applicable codes and regulations including but not limited to:

Americans with Disabilities Act (ADA)
California Building Code, Title 24
San Francisco Building Code
San Francisco Mayor's Office on Disability (MOD), Accessibility Policies

Standards and References:

American with Disabilities Act, Accessibility Guidelines (ADAAG)
Illuminating Engineer's Society (IES), Standards for Lighting Exterior Environments
American Nursery and Landscape Association, Standard for Nursery Stock, ANSI Z.60.1

GENERAL REQUIREMENTS

Paving

Materials for paving and pathways will be selected to reinforce the design intent and identity of the park, minimize environmental impact, and maximize durability, longevity and ease of maintenance. These materials may include recycled and salvaged materials such as reclaimed crushed or slab concrete, reclaimed wood, and re-purposed steel bollards and rails. The type and extent of paving will be based on specific program requirements for each open space type and area. Paving improvements will include sub-grade preparation, compaction, and sub-base materials to ensure a durable paving section consistent with proposed uses and loads. Paving surfaces for accessible routes of travel shall be compliant with CBC, Title 24 and ADA requirements for accessibility and slip resistance.

Lighting

Lighting for each open space area and use will be designed to provide illumination for general safety and security as defined by the Illuminating Engineers Society (IES) Standards for Lighting Exterior Environments. Light fixtures will be selected based on suitability for use in public open spaces based on durability, lamp life, and maintenance considerations.

The following site lighting types will be provided as designated in the description of each open space area:

- Path Lighting: Pedestrian scaled pole lights and other fixtures suitable for lighting linear paths of travel.
- General Area Lighting: Pedestrian scaled pole lights and fixtures suitable for lighting gathering areas.
- Parking Area Lighting: General parking area illumination with pole heights ranging from 16 -30 feet.
- Accent and Special Feature Lighting

Fixture Standards and Submittals: Fixture standards for each open space type and area will be developed and submitted as part of the Design Review process.

Grading and Drainage

Earthwork operations and rough grading for each open space area will be coordinated with the Infrastructure Plans and mass grading operations. Grading and storm drainage will be provided

in all open space areas to provide for positive drainage and conveyance of stormwater runoff. The type and extent of storm drainage shall be consistent with standard practices for the proposed landscape types and uses with higher a higher intensity of grading and drainage in smaller parks and planning areas and limited drainage in large open space areas.

Stormwater Treatment

Stormwater treatment best management practices shall be integrated into open space areas as needed to treat open space stormwater flows. The specific type, location, and size of the best management practices will be addressed in the Stormwater Control Plan(s) submitted with each of the Major Phase Applications.

Soil Preparation and Fine Grading

Soil Preparation shall be provided for each open space area and major landscape type. Soil preparation operations shall include import topsoil and/or amendment of existing site soils as required to establish soil texture and fertility levels suitable for each planning type. Existing and imported soils will be tested to ensure suitability. Soil preparation materials and operations shall be consistent with the organic approach to soil and landscape management. Fine Grading and mulching will be provided in all planning areas.

Planting

Landscape planting shall be provided as designated in the description of each open space area. Plant selection will be specific to each location, based on micro climate and soil conditions and program. In general, park and open space plant selection will focus on native and climate-adapted species that require minimal water use and maintenance. Other factors that may influence plant selection include aesthetics, cultural significance, and habitat value.

The size and density of plantings will be consistent with industry standards for each planning type and will be installed to ensure adequate coverage for erosion control and aesthetic purposes. Minimum tree sizes in open space areas will be 15 gallon trees, with specific size requirements as defined by American Nursery and Landscape Association Standards. Landscape planting shall be consistent with the San Francisco Water Efficient Landscape Ordinance (WELO) and will generally use California native or adapted species that require low or infrequent water use. Lawn areas will be minimized and used only in areas where passive or recreational uses require a durable surface.

Irrigation

Landscape irrigation will be provided as designated in the description of each area. In general, high efficiency fully automatic, underground systems with piping, sprinkler heads, drip emitters, valves, controls, and moisture sensors, ET based controllers, central computer control systems will be provided. Irrigation systems shall be consistent with the San Francisco Water Efficient Landscape Ordinance (WELO).

Site Furnishings

Site Furnishings will be provided based on use and program requirements as designated in the description of each open space area. The quantity and location of site furnishings will be consistent with the intensity and type of use. Site furnishings will be of a consistent style and character and constructed of durable materials suitable for use in public open spaces.

Site Furnishing Standards and Submittals: Furnishing standards for each open space type and area will be developed and submitted as part of the Design Review process.

Special Features

Special Features and Amenities consistent with the Design for Development shall be provided as designated in the description of each open space area.

TRAIL AND OPEN SPACE AND SHORELINE ACCESS

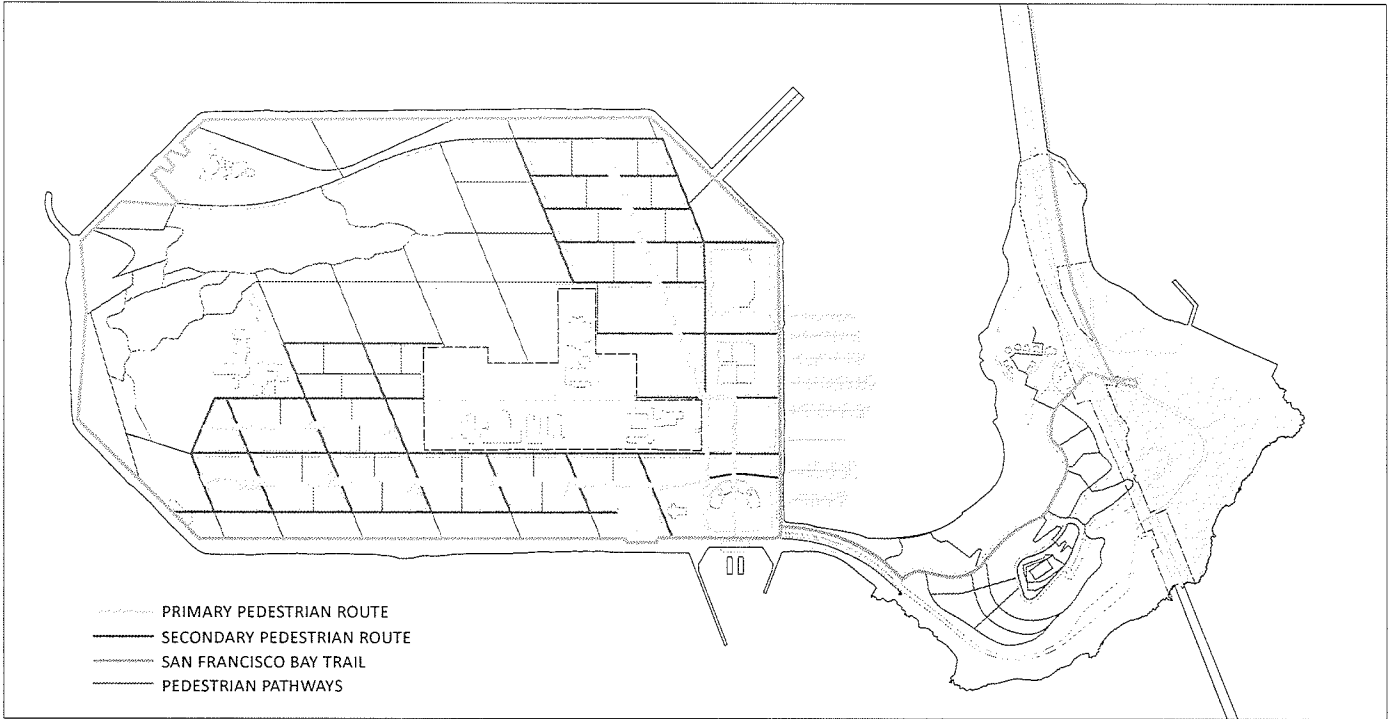
New parks and public spaces will be easily accessible to residents and visitors from other parts of the City and region. Pedestrian, bicycle, and transit improvements will provide sustainable modes of park and shoreline access. Bike and pedestrian access throughout and between park areas will be coordinated to provide continuous access. Note that extreme topographic challenges on Yerba Buena Island make direct bike and pedestrian trail connections more difficult. All open space areas will also be accessible by vehicles with parking facilities provided at key locations, for visitors arriving from more distant areas with large groups, and recreational gear and supplies. For more information on access transportation, and transit services refer to the Design for Development and Transportation Plan.

PEDESTRIAN NETWORK

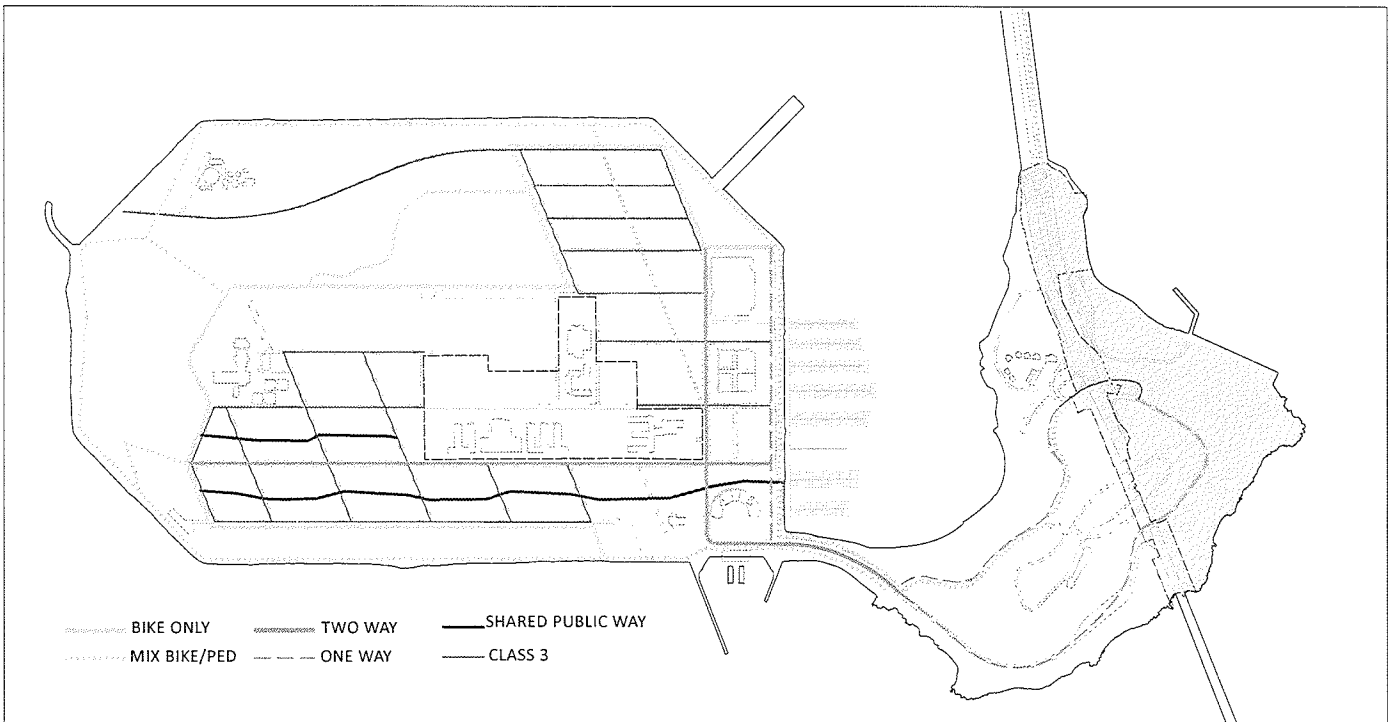
The Islands' various blocks, neighborhoods, parks, and other public spaces are connected by a diverse pedestrian network along a system of urban blocks. Its core consists of primary pedestrian routes leading from the Island Center and Intermodal Transit Hub through the retail area and out to the neighborhoods and open spaces. These primary routes are made up of pedestrian-focused shared streets, park blocks, and pedestrian boulevards intended to invite all-day and year-round use in an active, tree-lined, wind-sheltered environment. The primary pedestrian route leading north from the Transit Hub, called the Eastside Commons, will be a grand pedestrian boulevard connecting to the Eastern Shoreline Park. Primary pedestrian routes west from the Transit Hub will be on a smaller scale and more intimate in character, meandering through the interior of blocks along a number of pedestrian oriented Shared Public Ways. Secondary pedestrian routes, many of them along the Islands' neighborhood streets, enable pedestrians to walk from neighborhood to neighborhood and explore the island. They link directly out to regional open spaces and the Bay on both Treasure Island and Yerba Buena Island. The San Francisco Bay Trail wraps the perimeter of Treasure Island and connects Yerba Buena Island to the Bay Bridge and the bike and pedestrian route to Oakland, via a separated Class 1 multi-use pedestrian/bicycle facility.

BICYCLE FACILITIES

Island planning began with a focus on pedestrians and bicyclists, resulting in a transportation network that provides convenient non-motorized access to all areas of the islands. A Class One bikeway encircles the Island, providing dedicated bicycle access and a full touring route to all shoreline parks and open spaces. Certain Class One routes are shared with pedestrians, primarily around the edge of Treasure Island. Class Two routes are present on many of the Island's streets, with shared bicycle and vehicular lanes on low-speed neighborhood streets. Bicycles are a key transportation option on the islands. Routes are designed to invite riders of all ages and capabilities for trips that range from a daily commute, to a school trip, to convenient shopping and casual recreation. Facilities and services to support bicycle use – such as bike parking, storage, servicing and a bike library – are an integral part of neighborhood and individual building planning.



PEDESTRIAN NETWORK



BICYCLE NETWORK

TRANSIT SERVICE

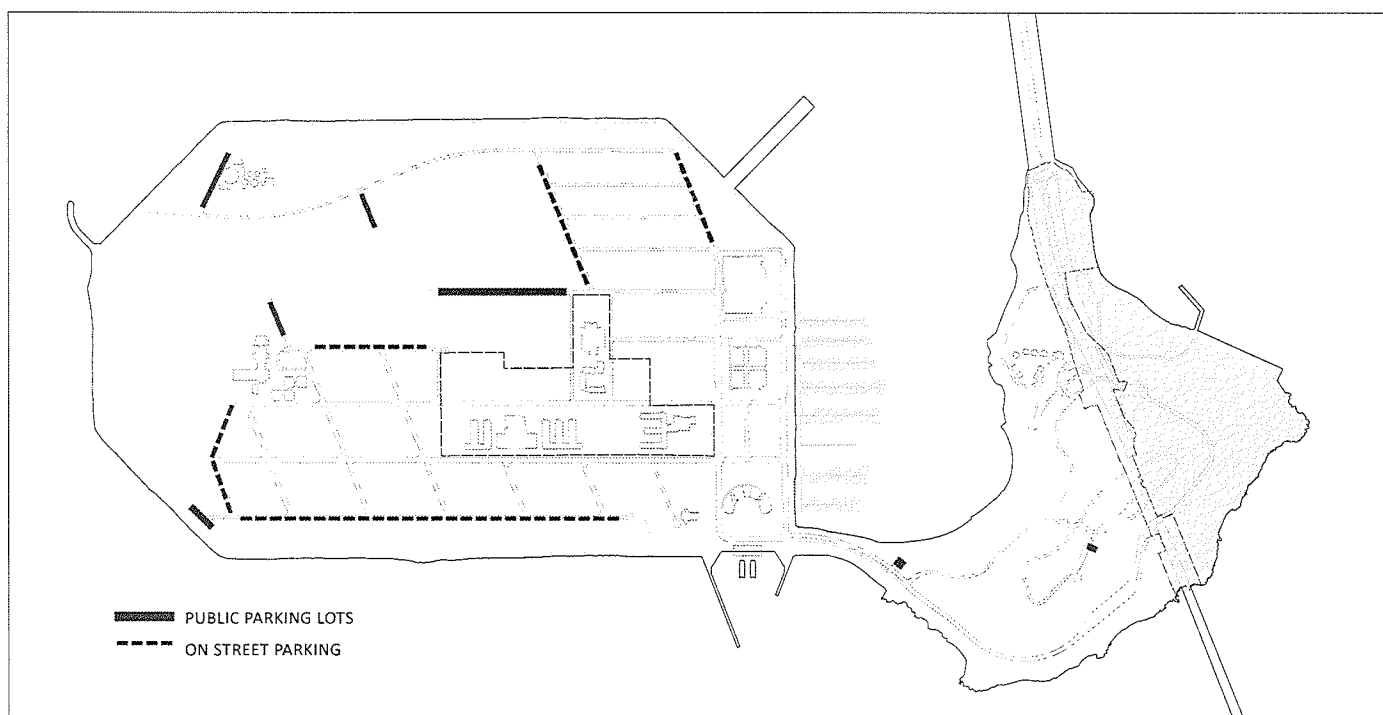
The use of public transportation by significant numbers of visitors, residents, and workers on the islands is essential to meeting sustainability commitments, providing economic opportunity, and providing regional access. The objective is to provide an efficient, attractive hub for transit in the Island Center District, located at the point of arrival from the Bay Bridge and at the junction of the two Islands. An intermodal transit facility will connect all regional, off-island transportation services such as buses and ferries with on-island services such as shuttles, bicycles and attractive pedestrian routes. The intermodal facility is planned to include a ferry terminal facing the historic Building 1 on the shore of Treasure Island. The transbay buses have stops and layover spaces on Island Center streets.

STREET SYSTEM

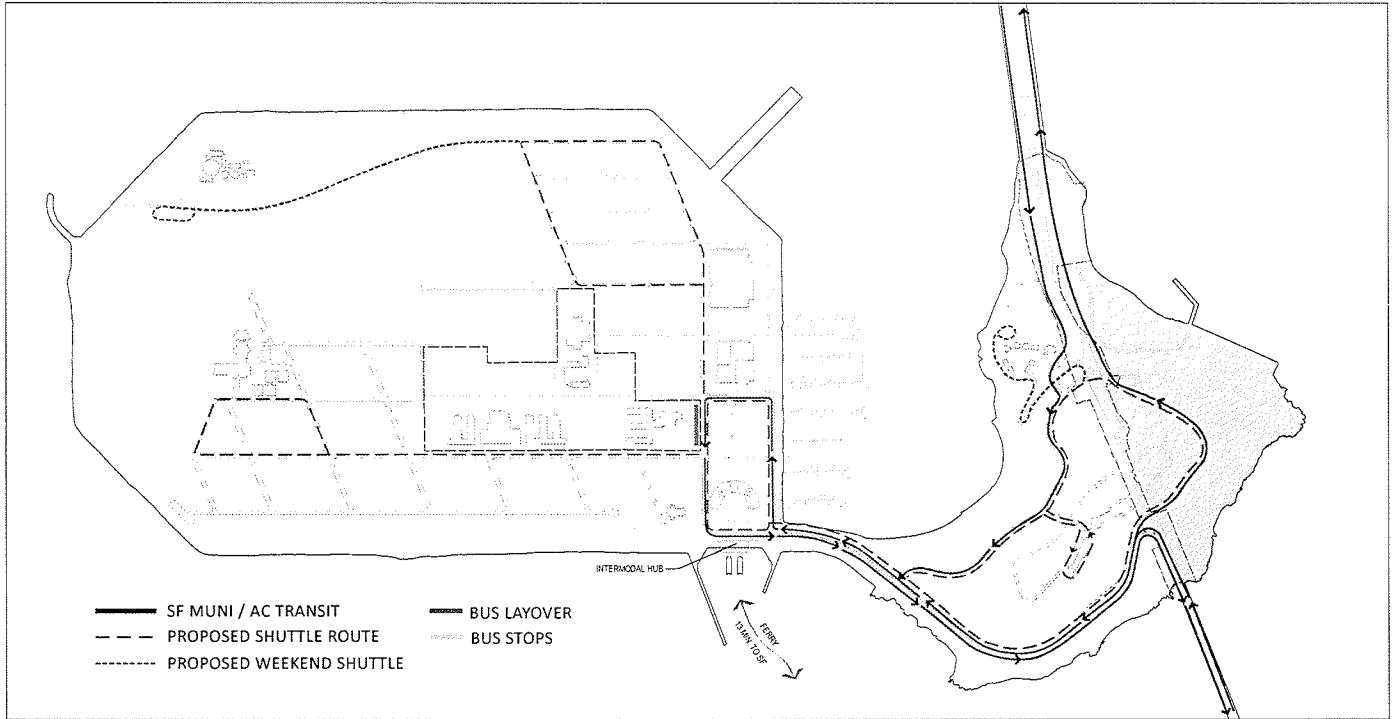
The hierarchy, pattern and design of streets reflect a commitment to a public realm designed first and foremost for bicyclists, pedestrians and transit services, while at the same time accommodating vehicular traffic. Primary access streets are gracious boulevards that provide primary vehicular access to the open space system. Angled neighborhood streets have significantly lower traffic volumes. They provide views, a dramatic orientation to the island setting and equal access into the neighborhoods for pedestrians, cyclists, and vehicles alike. Pedestrian-focused streets with limited vehicular access complete the network. The streets are designed as an integral part of the Islands' open space system and sustainable infrastructure.

OPEN SPACE PARKING AREAS

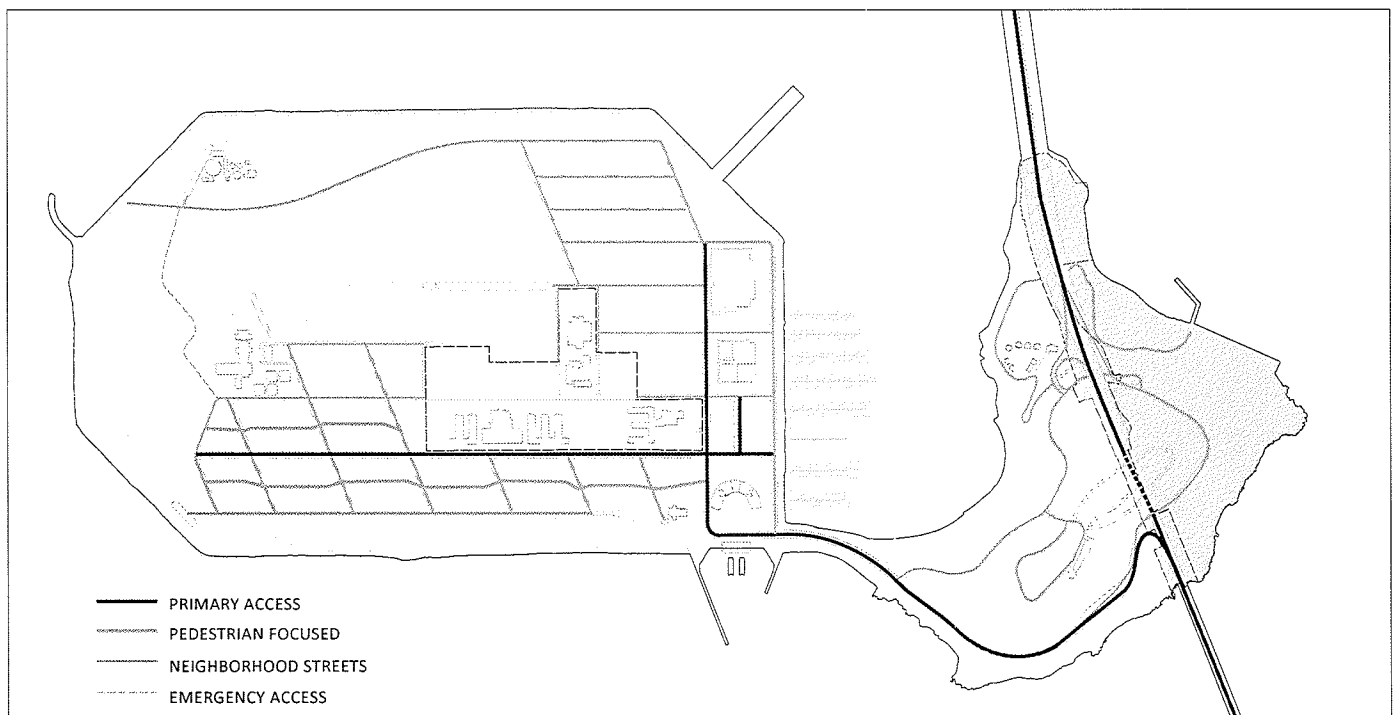
The following parking areas are provided for purposes of serving open space access and recreational uses: Northeast Shoreline Parking (100 spaces), Northwest Shoreline Parking (100 spaces), Sports Park (qty pending final program). Parking access has been limited to encourage transit use. Parking counts for each location will be finalized based on further development of the program and consultation with user groups during the design phases. In addition to these designated parking areas on-street parking is provided along the Cityside Park, Eastern Shoreline Park, and Clipper Cove Promenade.



OPEN SPACE PARKING AREAS



TRANSIT SERVICE



STREET SYSTEM

SEA LEVEL RISE OPEN SPACE STRATEGIES

Background

Despite a growing global concern and efforts to minimize our carbon footprint, forecasts show that climate change and sea level change have occurred throughout geologic times, and are inevitable in the future. While the severity and speed of sea level rise remains an area of some uncertainty, it is prudent for new development in low-lying areas to consider grading schemes and sea level rise strategies that offer protection for the near- to mid-term horizon, and the flexibility to adapt over the long-term. Currently, there are no City policies or regulations establishing specific elevations necessary to protect the Bay edge.

Moffa & Nichol, who are the shoreline engineers for the Treasure Island project, developed a comprehensive approach to address future sea level rise. The strategy recognizes guidance from the 2009 Draft Climate Adaptation Strategy report prepared by the California Natural Resources Agency, the 2009 Living With a Rising Bay report by BCDC, project-specific coastal studies, an extensive review of the literature, and discussions with other City agencies (including SFPUC and DPW). Since the proposed redevelopment project is too large of a project to rely solely on empirical studies or report, the overall approach is to:

- Design and build a project perimeter at an elevation such that high tides, waves, surges, as well as a mid-term rise in sea levels (defined in the above referenced reports as 16 inches by 2050) can be accommodated without any additional adaptation measures until at least the year 2050 and possibly beyond;
- Design and build all significant assets such as building structures and infrastructure at an elevation that is over 3 feet higher than what is required today for a 100-year level flood protection,
- Create a project-specific Adaptation and Funding Strategy for the long-term (defined in the above referenced reports as 55 inches by 2100) that can be implemented after sea levels have risen 16 inches.

The project's Open Space Plan incorporates the following elements to address sea level rise:

Development Strategy

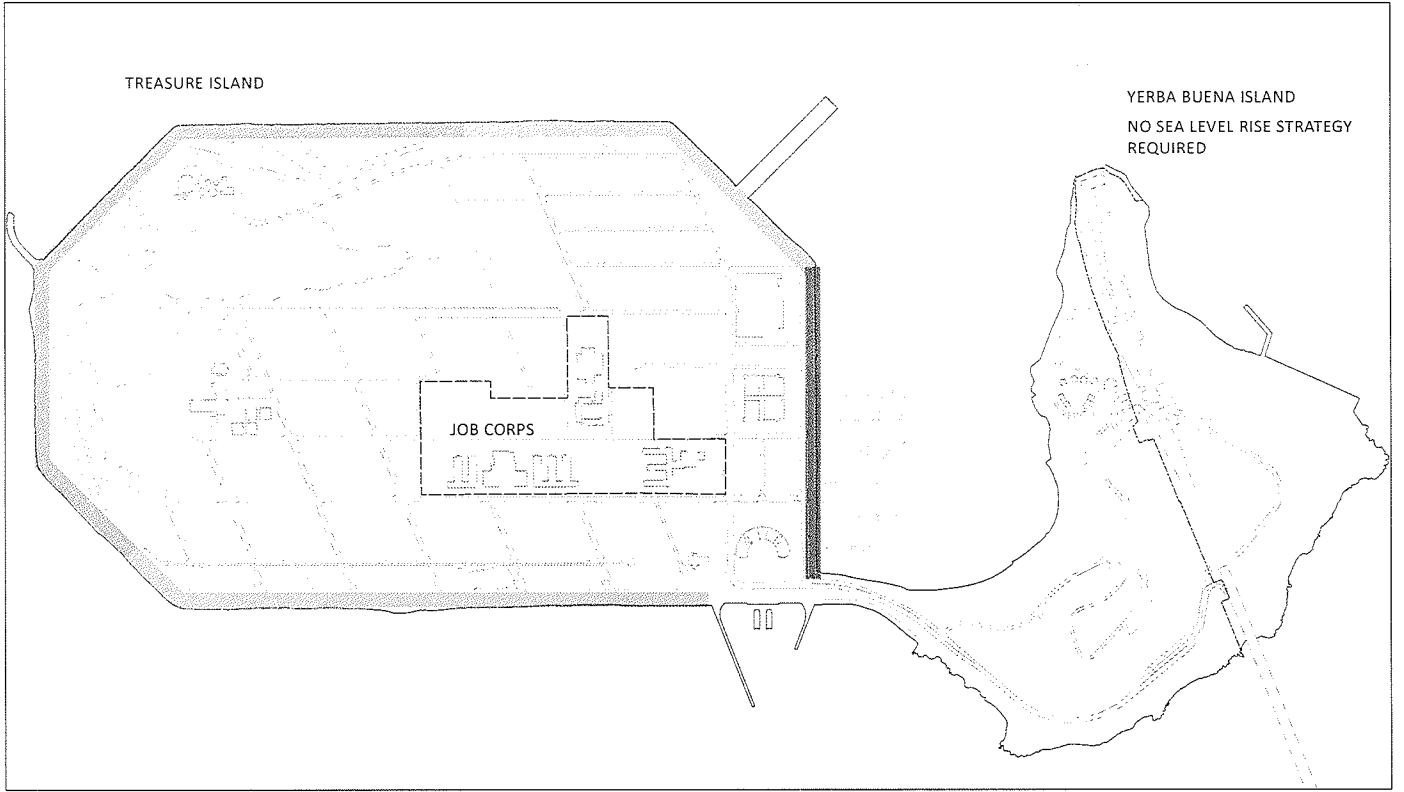
The shoreline edge will be raised to an average elevation of 14' - 16' above NAVD, to protect from tides, storm surges, waves, and tsunamis (the 1% annual chance flood elevation). Based on current projections, this additional elevation would limit the need to make any future shoreline height adjustments during the next 40 to 50 years. In order to provide maximum public access and views to the bay, elevate the pathways and trails along the shoreline such that the perimeter would not obstruct views.

Adaptive Management Strategy




The design of the park system is based upon the ability to respond to future rising sea levels by reserving an adaptive management zone along the island edge. In some areas this zone will allow for waters to rise and new wetland habitats to form. In other areas the zone will allow for mounding up to create protective embankments.

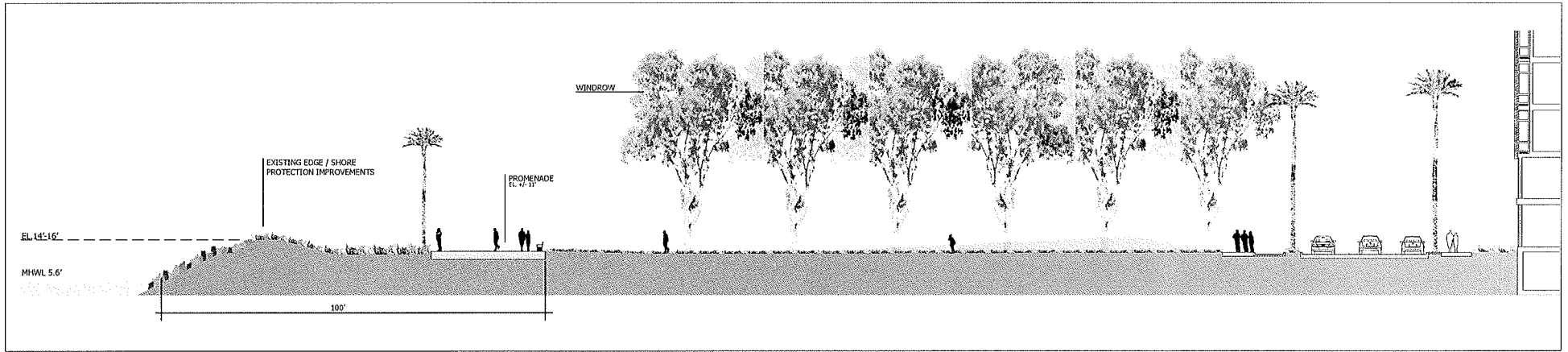
Site-Specific Solutions

It is important to recognize that the diagrams of the development strategy and adaptive management strategy are necessarily generic. Considering the varied environmental, structural, and topographic conditions that exist along the shoreline, the specific improvements that are necessary will result in a large variety of solutions and cross-sections.

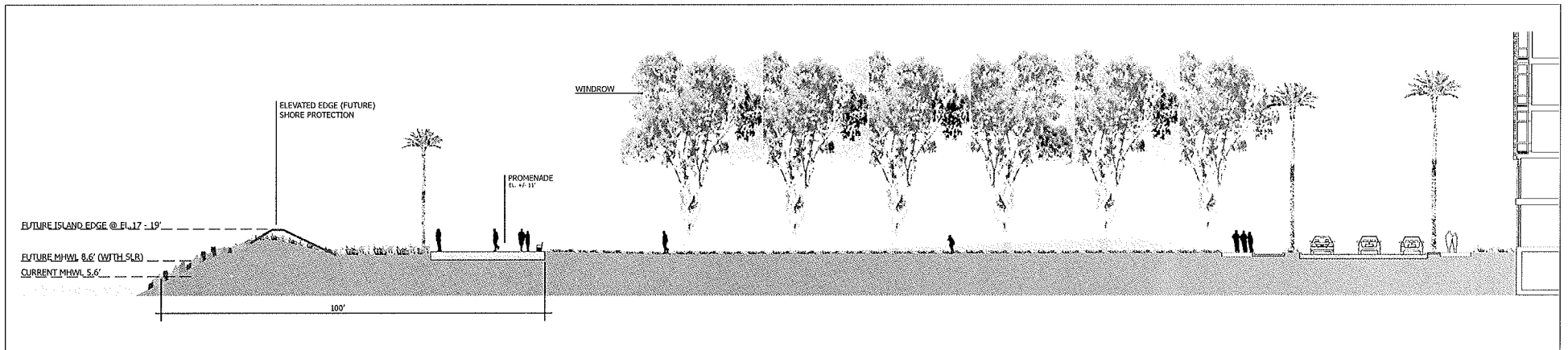


SEA LEVEL RISE STRATEGY AREAS

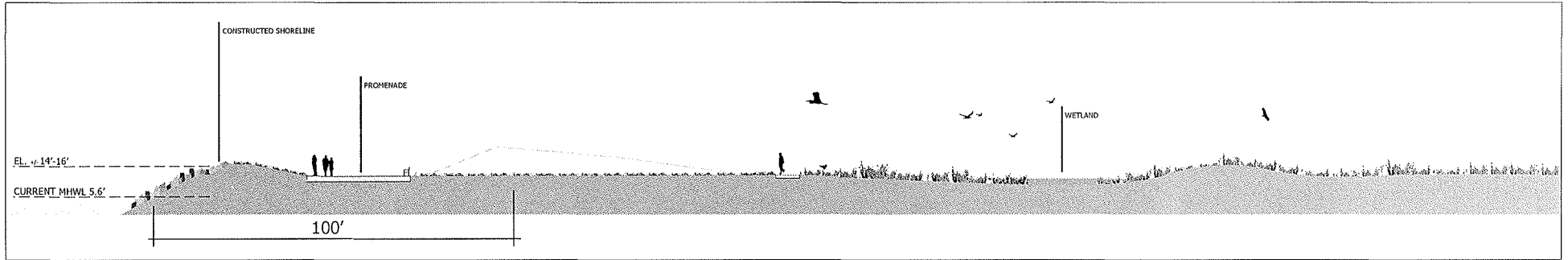
-  CITYSIDE WATERFRONT PARK AND EASTERN SHORELINE PARK SEA LEVEL RISE STRATEGY
-  NORTHERN SHORELINE PARK AND THE WILDS SEA LEVEL RISE STRATEGY
-  CLIPPER COVE PROMENADE SEA LEVEL RISE STRATEGY



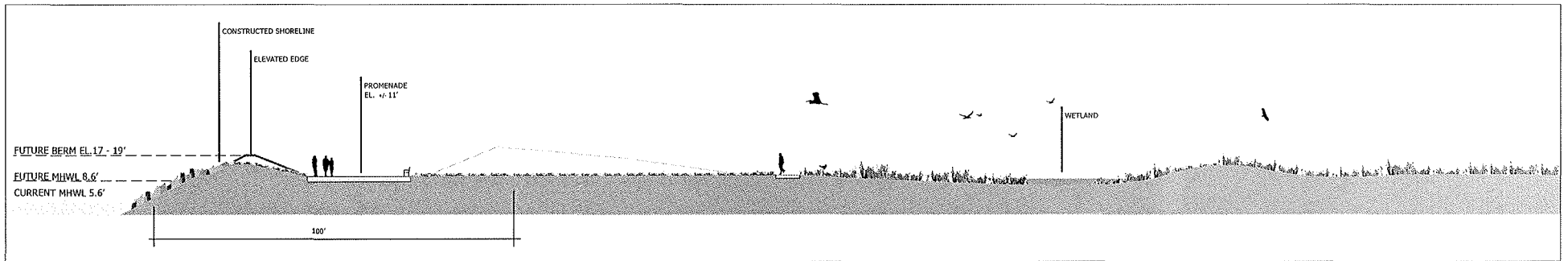
PROPOSED CITYSIDE WATERFRONT PARK AND EASTERN SHORELINE PARK IMPROVEMENTS



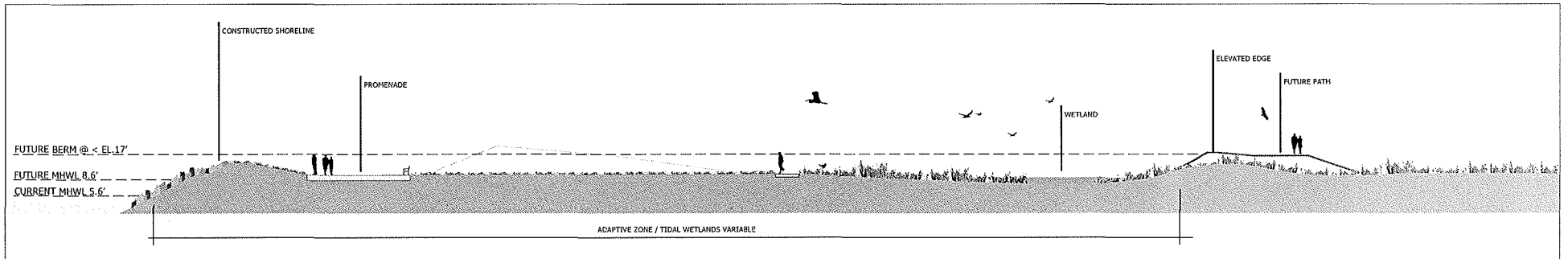
ADAPTIVE STRATEGY FOR CITYSIDE WATERFRONT PARK AND EASTERN SHORELINE PARK



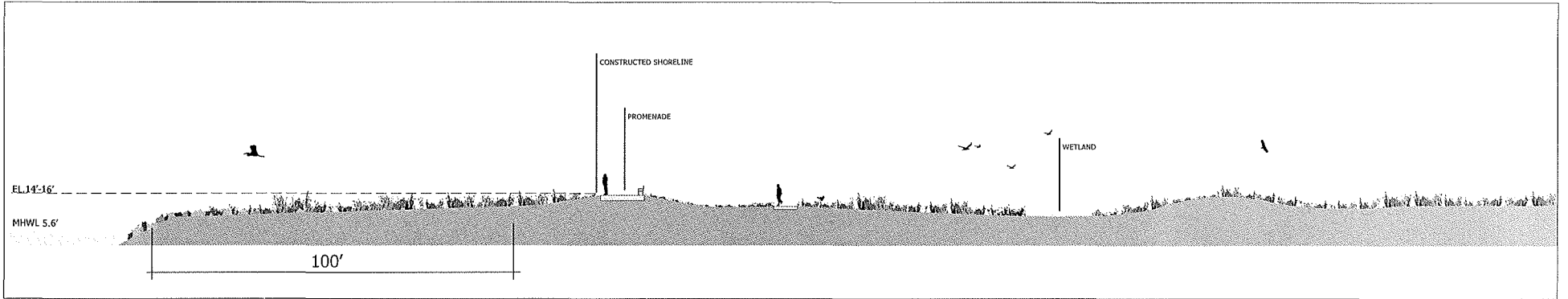
PROPOSED NORTHERN SHORELINE PARK IMPROVEMENTS



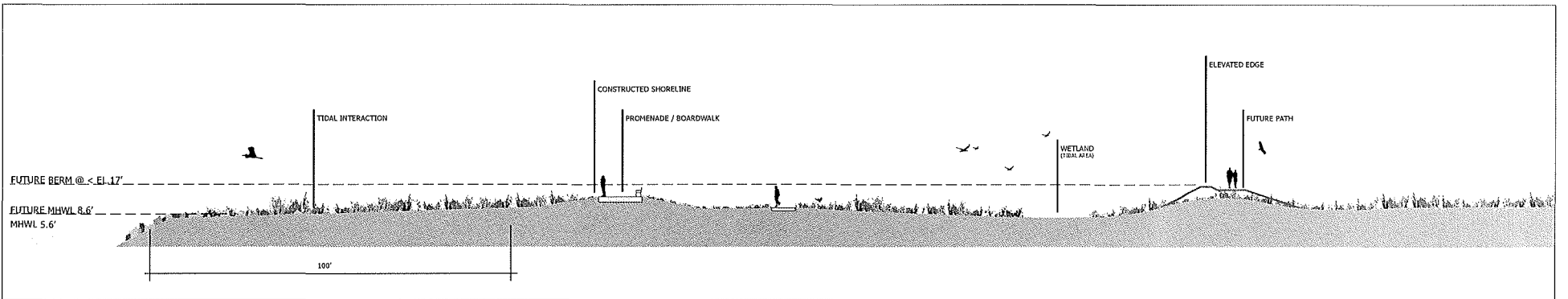
NORTHERN SHORELINE PARK ADAPTIVE STRATEGY ALTERNATE - 1



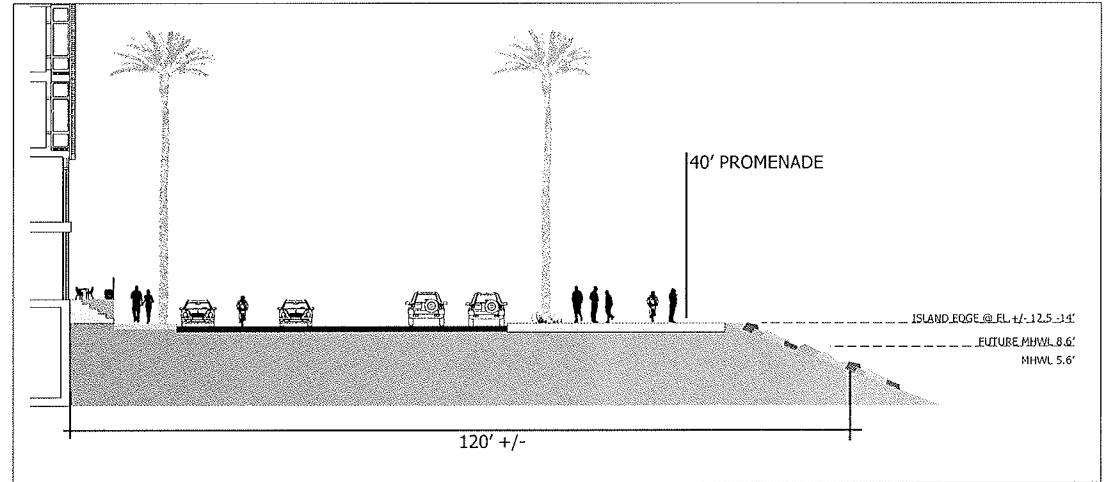
NORTHERN SHORELINE PARK ADAPTIVE STRATEGY ALTERNATE - 2



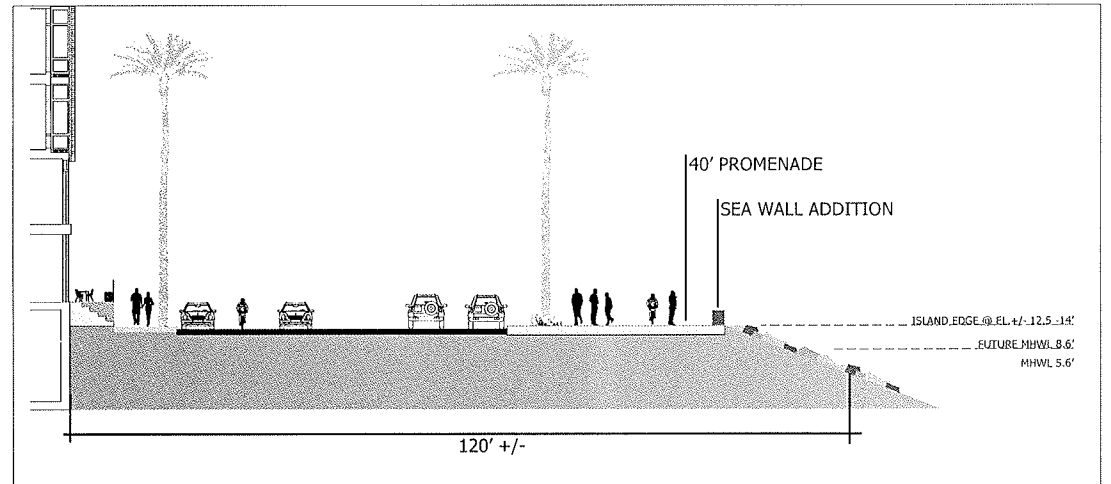
NORTHERN SHORELINE PARK ADAPTIVE STRATEGY ALTERNATE -4



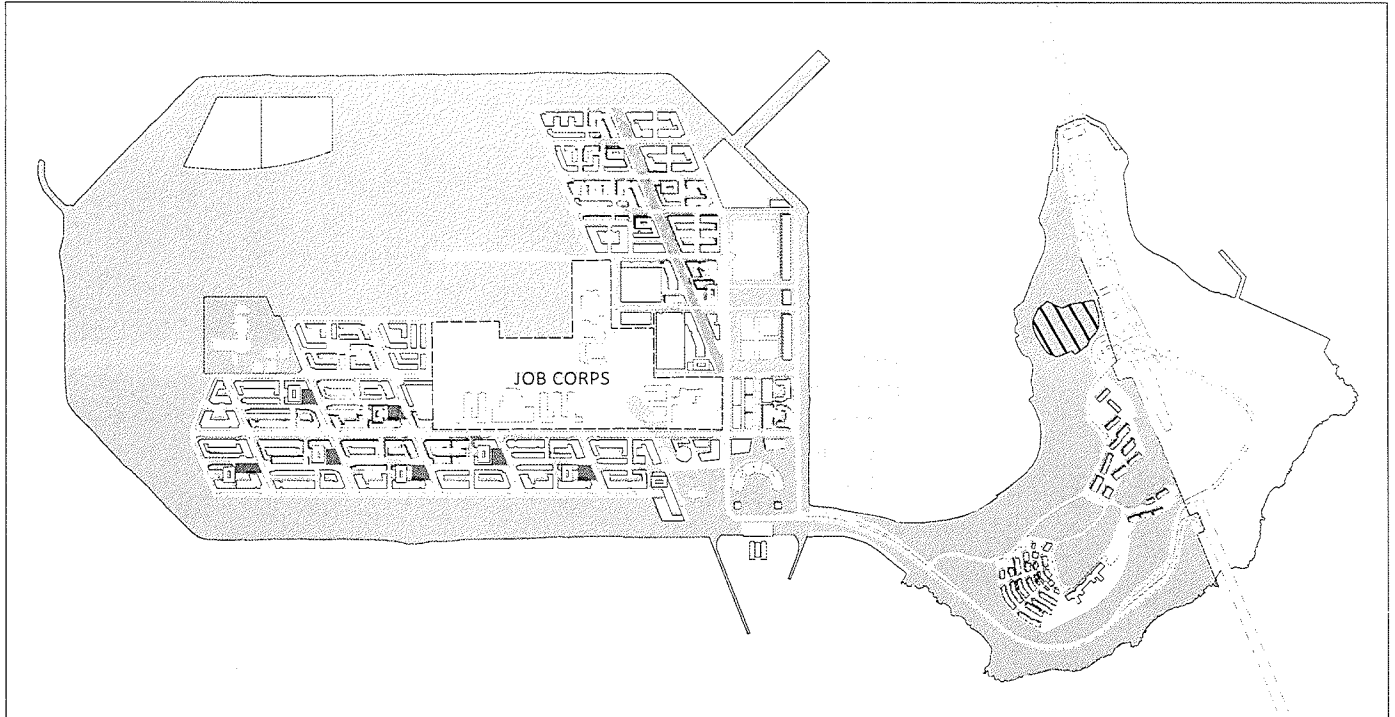
NORTHERN SHORELINE PARK ADAPTIVE STRATEGY ALTERNATE -4



PROPOSED CLIPPER COVE PROMENADE IMPROVEMENTS



CLIPPER COVE PROMENADE ADAPTIVE STRATEGY



ISLAND MANAGEMENT ZONES

- | | |
|---|---|
|  TIDA OWNERSHIP AND MANAGEMENT |  SCHOOL DISTRICT SITE |
|  SAN FRANCISCO PUBLIC UTILITIES COMMISSION
(FINAL SIZE AND LOCATION TO BE DETERMINED) |  TI HOA OWNERSHIP AND MANAGEMENT |
| |  TI HOA MANAGEMENT |

OWNERSHIP AND MANAGEMENT

Ownership of Treasure Island and Yerba Buena Island will pass from the Navy to the Treasure Island Development Authority once the Navy has completed any environmental remedial actions necessary to support the LAND TRANSFER. In turn, the Treasure Island Development Authority will transfer to TICD all land intended to be sold to third party developers, and TIDA will own all affordable housing parcels, streets and roadways, and the parks and open space. Within the parcels transferred into private ownership, various parks, plaza's and open spaces will be developed and available for use by the residents and visitors pursuant to this Open Space Plan and the Design for Development. These parks and open spaces - such as the Cityside Neighborhood Parks - will be owned and/or managed by a Treasure Island Home Owners Association (TIHOA) or adjacent commercial development.

TIDA will be responsible for the operations and management all of the public open space and recreation facilities during and following the development process. The operations and maintenance of the Parks and Open Space on privately owned lands will be responsibility of the property owners. It is anticipated that TIDA may elect to contract with future project partners or service providers to provide park management, recreational and cultural programming, and operations and maintenance services.

As noted below, the formation of a Parks Conservancy that would program and manage parks and open spaces may serve an important role as part of the Open Space program. TICD and TIDA will continue to work with stakeholders and potential project partners to address open space programming, operations and management.

PARTNERSHIP AND PROGRAM PARTNERS

In addition to existing on-island organizations there are opportunities for future coordination, partnerships, or concession opportunities with organizations and projects such as the following:

Non-Profit Organizations

Urban Agriculture/Farm Operator
 Sports leagues and groups
 Ecology and habitat restoration groups
 Environmental education groups
 Museums/historical societies
 Neighborhood and Community Organizations
 Neighborhood and Community Associations
 Ecology and habitat restoration groups

Concessions and Vendors

Sports and recreation facility operators
 Water access concessions such as kayaking
 Bicycle and skating (rental, bike sharing programs)
 Café and food vendors
 Event producers (performances and events)

Potential Parks Conservancy

In addition to coordination with individual organizations, TIDA could form a Parks Conservancy to manage and operate all or some of the open space and recreational resources.

The Conservancy would be a private, 501c3 non-profit, park-benefit organization that raises funding independent of TIDA and manages it under a plan of action that is mutually agreed upon with TIDA. The Conservancy would not own any parkland; the land would continue to remain in the ownership of TIDA, and TIDA would retain ultimate authority over everything that happens there. The Conservancy could be involved with the whole suite of parkland activities, from planning through capital construction to maintenance. The relationship between TIDA and the Conservancy would be defined in a memorandum of understanding or a contract that defines the roles and responsibilities between TIDA and the conservancy.

Public Agencies

The final park design will require coordination with a variety of public agencies, including the Bay Conservation and Development Commission (BCDC), the Association of Bay Area Governments Bay Trail Project, Mayors Office on Disability, and the State Lands Commission.

OPERATIONS AND MANAGEMENT RESPONSIBILITIES

TICD has prepared a budget for the capital costs of the parks and open space program described in this Parks and Open Space Plan. The costs, in constant 2010 dollars excluding any associated design, permitting, bonding and management costs, are estimated to be \$85.5M. Costs are expected to be spent proportionally in each phase of development, although the Developer's budget concludes that a disproportionate share (35%) of the capital will be spent in the first Major Phase of development on Treasure Island to support areas such as the Ferry Plaza and Clipper Cove Promenade.

TIDA and the Developer have developed a joint budgeting and funding process for the long-term management and maintenance of open space in the project. Funding for operating costs will come from a variety of sources including; developer subsidy; property taxes generated by the Community Facilities District financing; residential, commercial and master home owners' association dues; and interim operating revenues. This joint budgeting and funding process is explained in more detail in the Financing Plan attached to the DDA.

Approximately \$80.5M, in nominal dollars, has been estimated for the operating and maintenance budget during the project development period. Total funding sources, including as estimated \$18.5M funded through Developer subsidy payments, have been identified to be approximately \$92.9M, or \$12.4M more than the identified costs. Any excess in funds actually collected by TIDA above the required operating costs will be used to pay for other qualified project costs as described in the Financing Plan.

Long-term open space maintenance after the project has been developed is expected to be funded by a combination of property taxes collected through Community Facilities District financing and residential, commercial, and master home owners' association dues. As shown in the chart above, it is estimated that the total funding sources for operations and maintenance on an annual basis will be in excess of the actual funding need. In the event that funding sources are greater than the open space operating budget, any excess funds will be used to fund other eligible open space and community facilities improvements as directed by TIDA.

..

TREASURE ISLAND AND YERBA BUENA ISLAND PARKS AND OPEN SPACE PLAN

Open Space Type	Treasure Island Parks and Open Space: Operations & Management Entity / Funding Source					
	TIDA	Resistor HOA	Commercial District	3rd Party Operator	SF PUC / SF USD	SF DPW / HOA
Northern Shoreline Park						
The Wilds						
Cityside Waterfront Park						
Eastern Shoreline Park & Pier 1						
Wetlands	Cost share w/ PUC				Cost share w/ TIDA	
YBI Open Space						
YBI Hilltop Park						
YBI Beach Park						
Eastside Commons						
Cityside Neighborhood Parks / SPWs						
Waterfront Plaza						
Building 1 Plaza						
Clipper Cove Promenade						
Marina Plaza						
Cultural Park	Cost Share w/3rd Party			Cultural Institution		
Recreation Sports Park				Community Operator(s)		
Urban Agricultural Park				Urban Ag Non-Profit		
Cityside Waterfront Park - Sculptural Garden	Cost Share w/3rd Party			Sculptural Park Org		
Senior Officers' Quarters Historic District				Center Operator		
Treasure Island Sailing Center Open Space				TI Sailing Center		
School Open Space						
PUC WWTP & 4-6 Acres						
Roadways and Streetscape Elements						

Parks + Open Space Areas Budget	Capital Costs		Operating Costs During Development		Long-Term Operating Costs (Annual) (1)	
Total Costs		\$ 85,500,000		\$ 80,500,000		\$ 9,100,000
Costs funded by Interim Operating Budget				\$ 5,500,000		\$ -
Costs funded by Residential & Commercial HOA				\$ 35,200,000		\$ 3,900,000
Costs funded by Developer Subsidy		\$ 85,500,000		\$ 18,500,000		\$ -
Available proceeds from CFD		\$ -		\$ 33,700,000		\$ 12,700,000
Total Funding Sources		\$ 85,500,000		\$ 92,900,000		\$ 16,600,000
Funding Surplus / (Shortfall)		\$ -		\$ 12,400,000		\$ 7,500,000

(1) Long-Term Operating Costs are estimated costs in 2029 shown in inflated dollars

EXISTING OPEN SPACE AND RECREATION FACILITIES

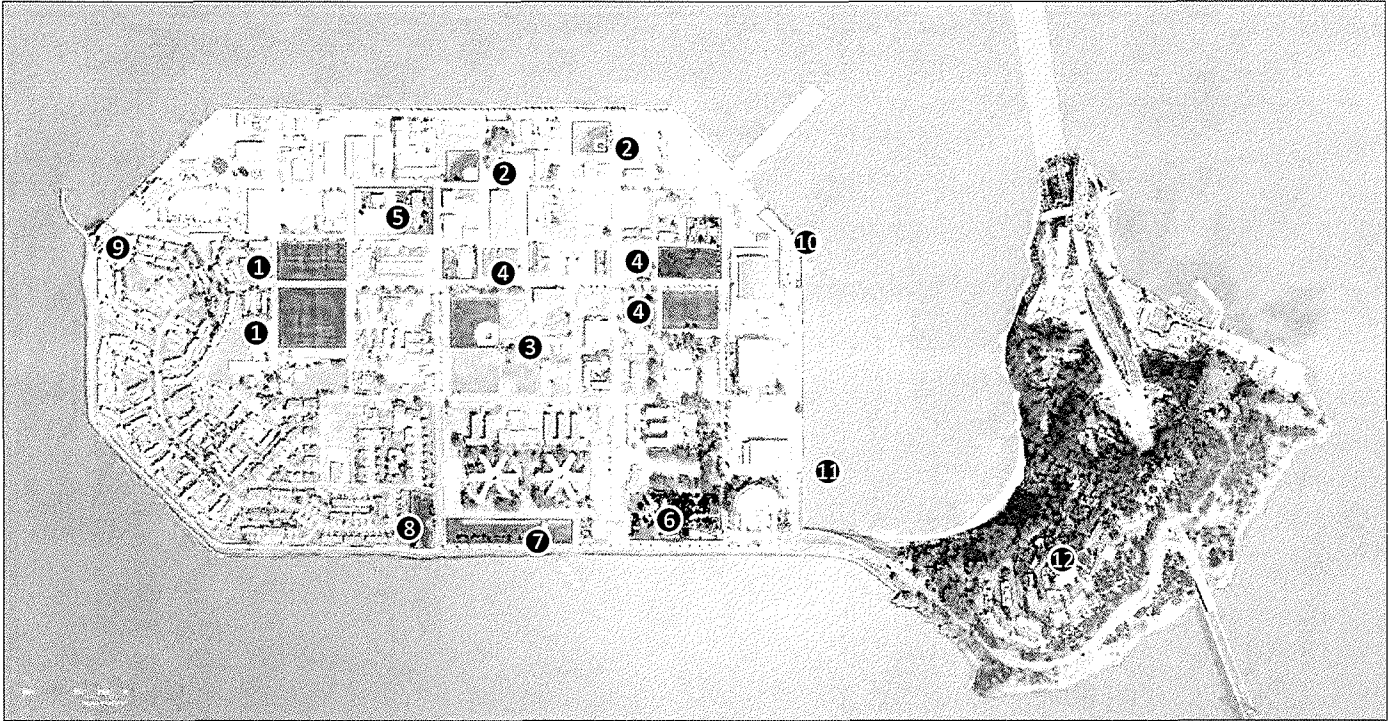
Treasure Island and Yerba Buena Island include several recreational and open space facilities that were constructed by the Navy, along with several new facilities that have been constructed or renovated by TIDA in partnership with non-profit organizations.

These include the existing Gym located in east central area of Treasure Island, several little league baseball fields located on the east side of the island, two Rugby fields, two Gaelic Football fields, and an existing soccer field in the center part of the island adjacent the Job Corp campus.

In addition to these athletic facilities there are also several existing open space areas including the park area surrounding the existing Chapel and Library, the great lawn on the western edge of the island, and numerous smaller open spaces located in and around the existing housing area located at the northwestern corner of the island. On Yerba Buena Island, there are several small neighborhood park areas near the hilltop area, as well as large open space areas.

Many of the existing facilities and open spaces will be retained and operated throughout the early phases of infrastructure development. Several of the existing recreational field areas may also be incorporated in the Sports Park area based on further programming and design coordination during the design phases. The Gym facility will be retained as part of the Islands Open Space Facilities and integrated with the Sports Park as part of the final design phases.

To the extent feasible, TIDA will continue to work with existing recreational users to provide access and maintain operation of these facilities during build-out of the proposed project. TIDA will also continue to work with existing recreation users to identify potential opportunities for them to participate in the programming and operation of proposed recreational facilities.



EXISTING OPEN SPACES AND FACILITIES

- ① GAELIC FOOTBALL FIELDS
- ② LITTLE LEAGUE BASEBALL FIELD
- ③ ADULT BASEBALL / SOFTBALL FIELD
- ④ RUGBY FOOTBALL FIELDS
- ⑤ GYM BUILDING
- ⑥ CHAPEL AND LIBRARY
- ⑦ GREAT LAWN
- ⑧ PARK / PLAYGROUND
- ⑨ BOARD SAILING ACCESS
- ⑩ TI SAILING CENTER
- ⑪ MARINA
- ⑫ HILLTOP PARK

OPEN SPACE PHASING

The phasing of open space improvements are defined in the Schedule of Performance and Phasing Plan. In general, phasing of open space improvements will concur with development of adjacent parcels. Open space improvements shall be completed to ensure a cohesive and complete experience and public realm upon completion of each Sub-Phase. During the development period, certain areas of the project site may be inaccessible due to construction activities. Temporary pedestrian improvements could also be provided to ensure continuous shoreline access, as well as circulation to existing and new open spaces and facilities where possible. Additionally, there may be opportunities to partner with community groups to utilize undeveloped park spaces and for interim uses such as community gardens, an urban farm, or a plant nursery that could grow native plants and street trees that could be used on the project or elsewhere in San Francisco.

The Project Phasing is divided into five Major Phases of development as identified in the Phasing Plan. Each Major Phase includes sub-phases. Refer to the Schedule of Performance and Phasing Plan for a detailed description of Phasing Goals and requirements. An illustrative version of the Major Phases relative to existing conditions is included in the following pages.

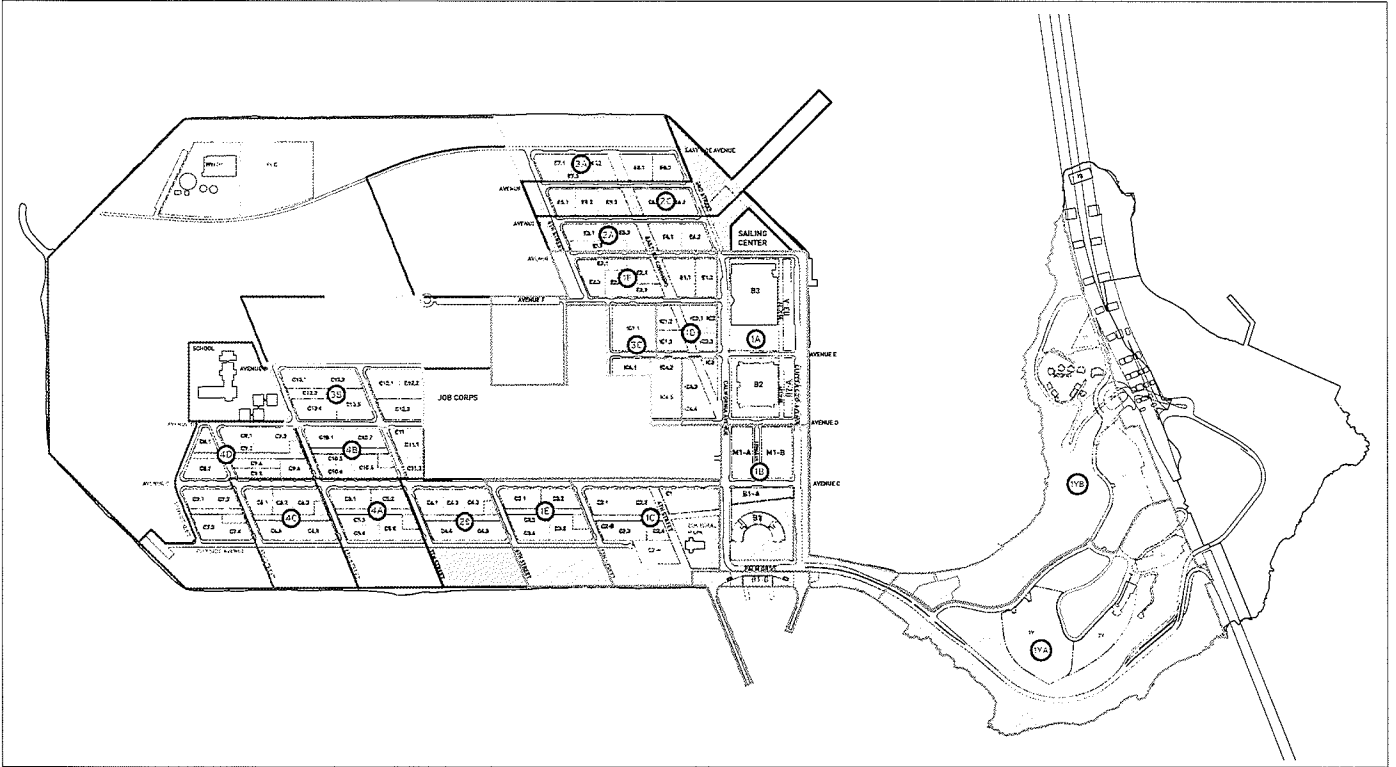
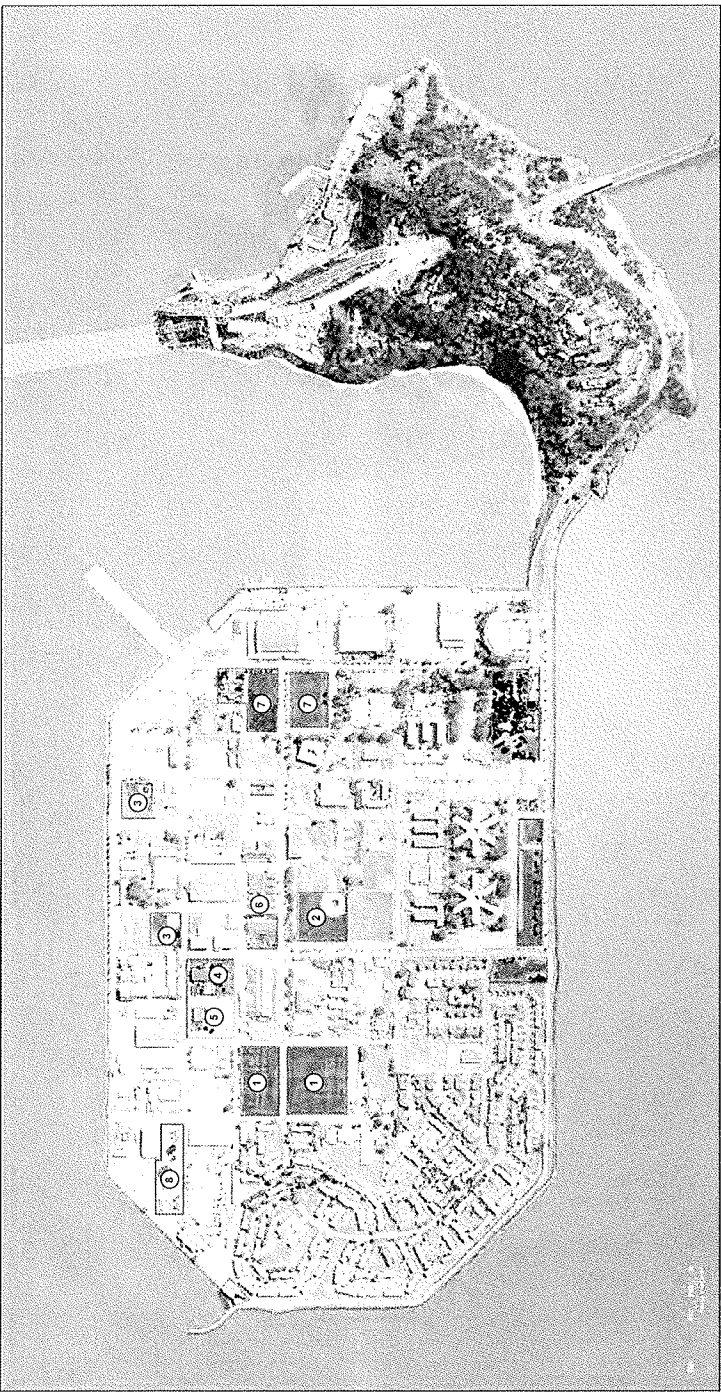


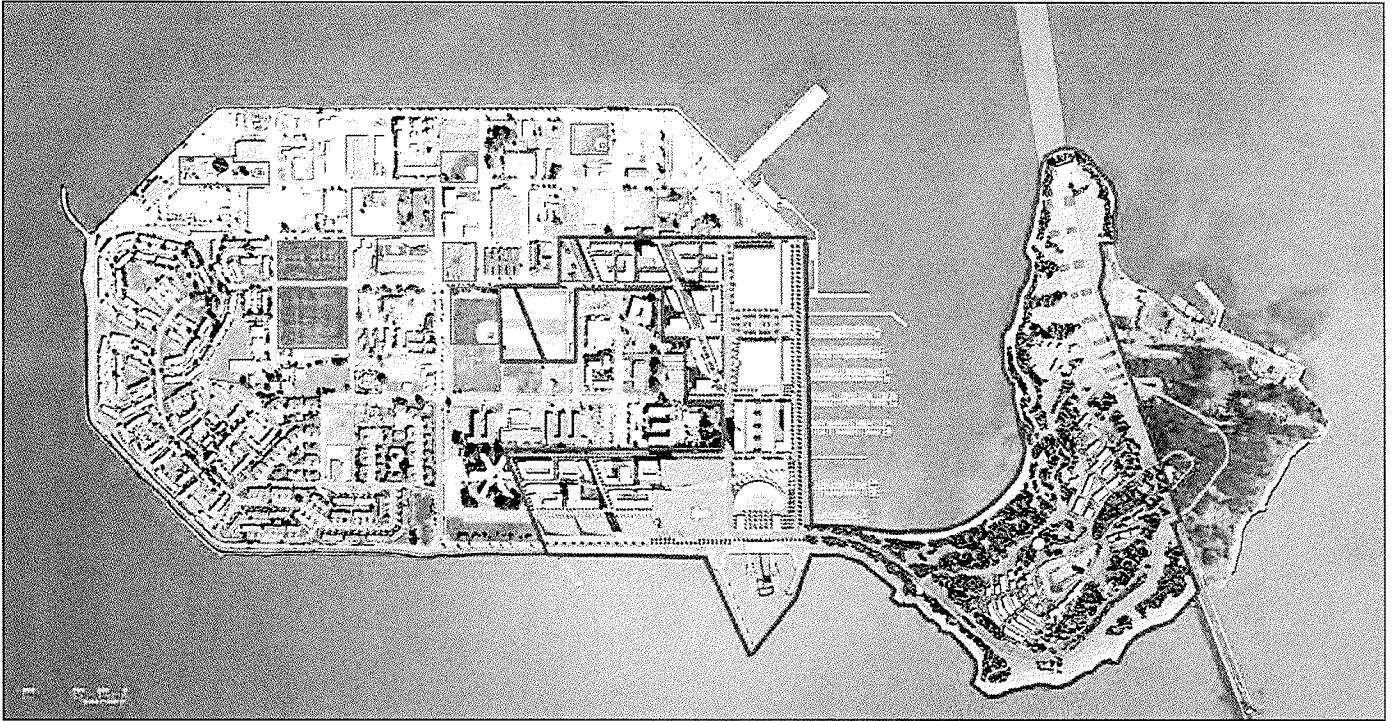
FIGURE 43: PHASING PLAN (subject to modification)



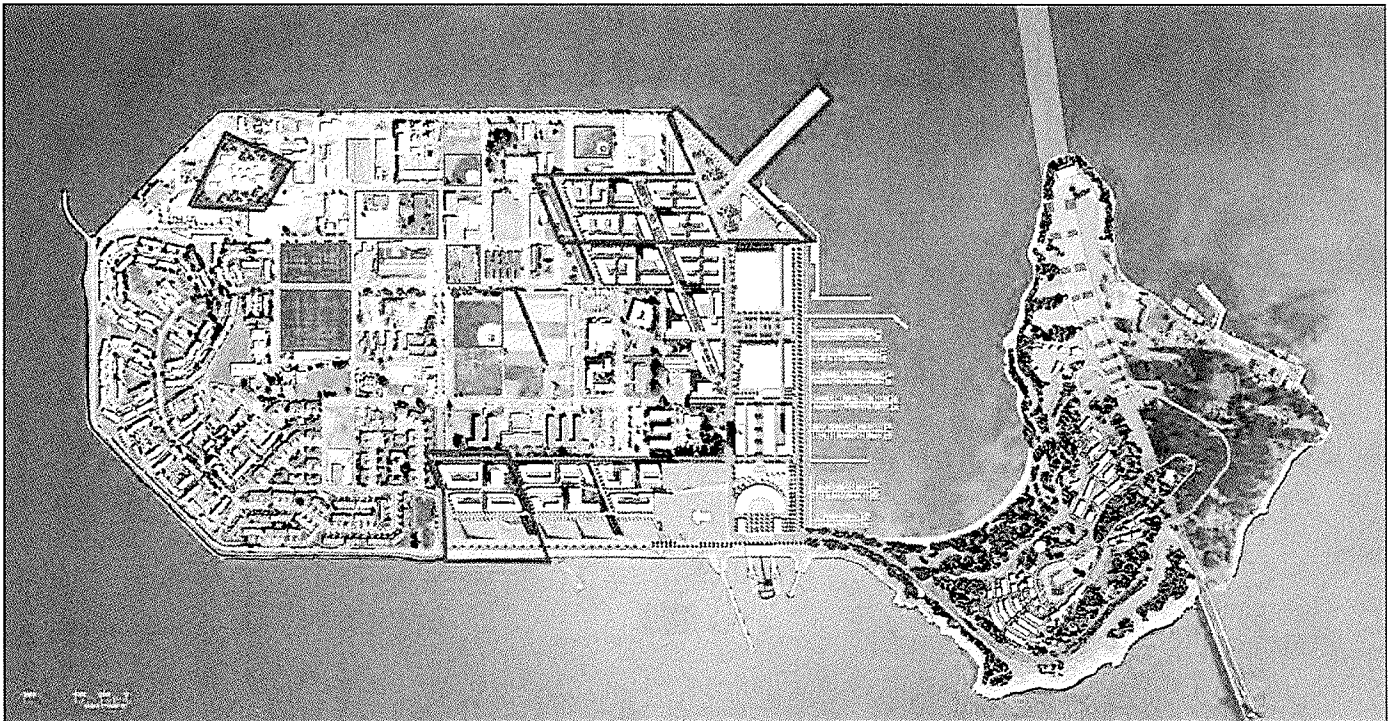
ILLUSTRATIVE PHASING (subject to modification)



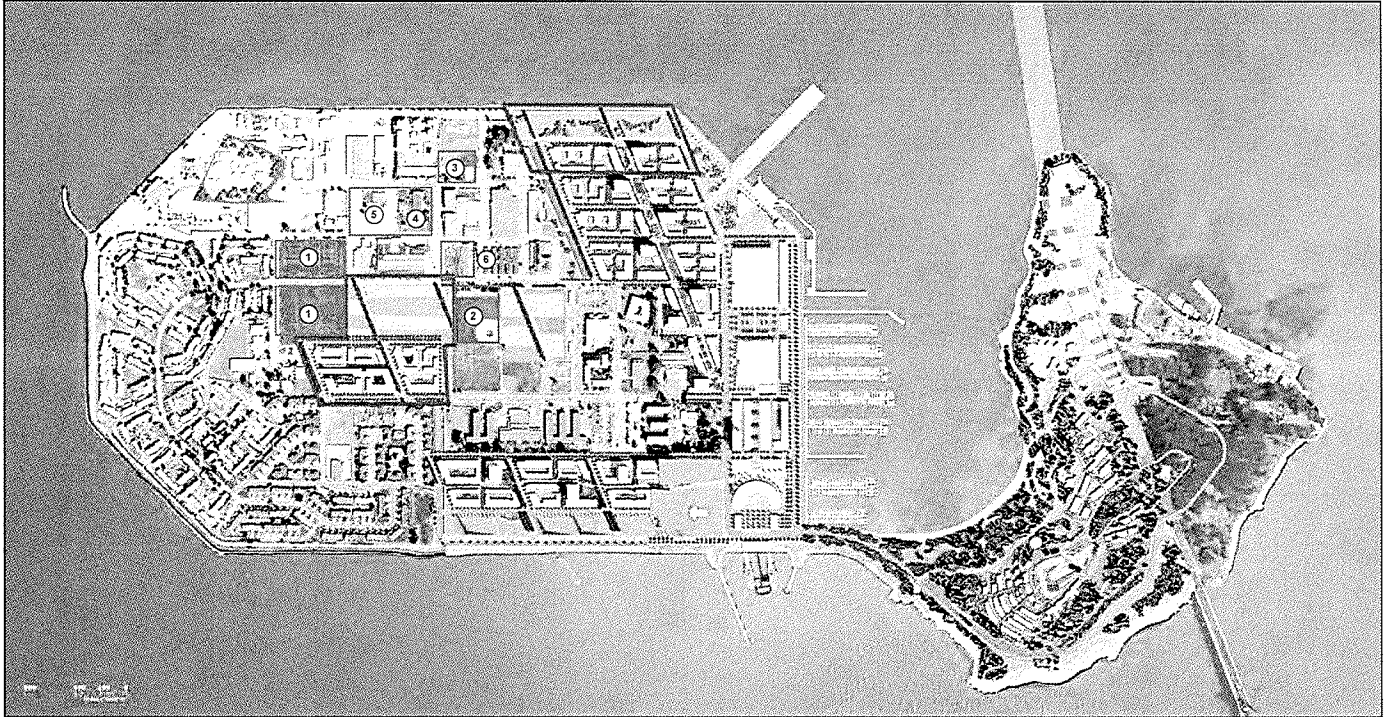
EXISTING CONDITIONS



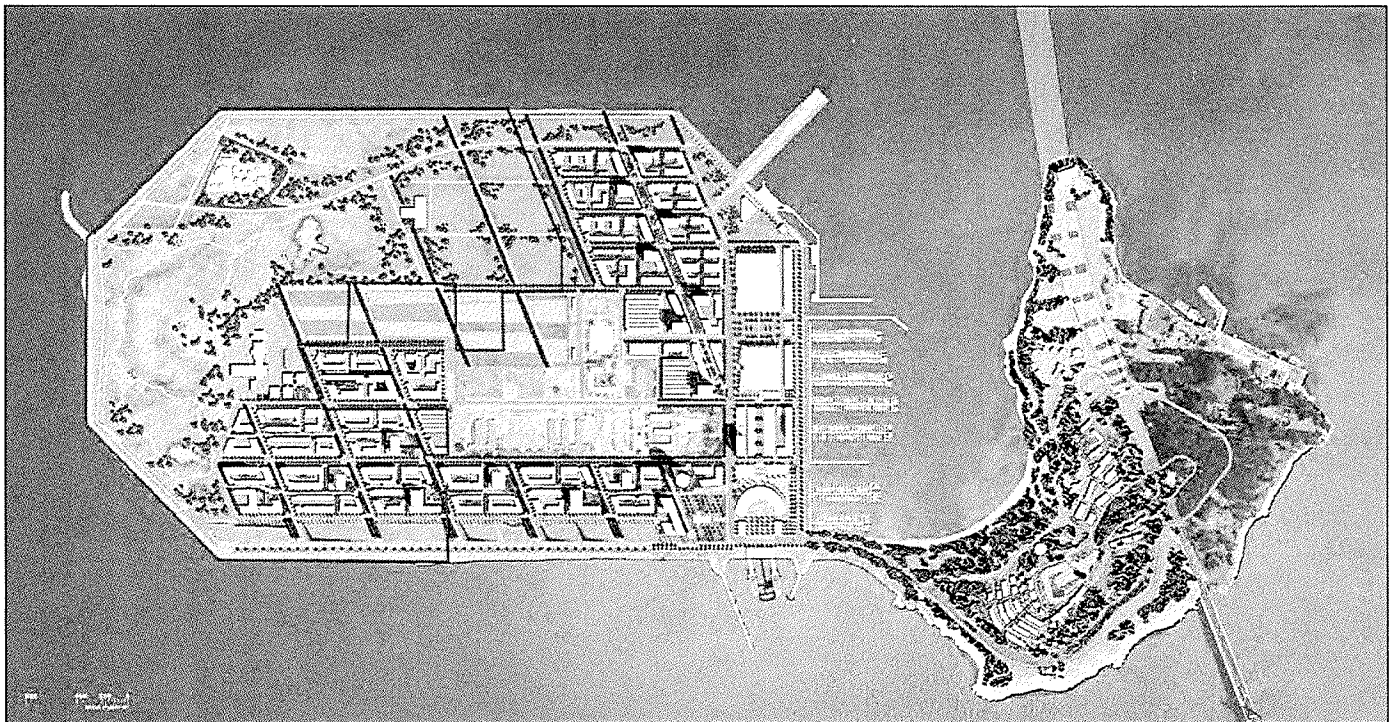
MAJOR PHASE 1



MAJOR PHASE 2



MAJOR PHASE 3



MAJOR PHASE 4

**Stormwater wetland grading and planting shall be completed a minimum of one growing season prior to connection to the storm drainage system and stormwater flows to ensure plant establishment and treatment function.*

Acknowledgments

Treasure Island Community Development

CMG Landscape Architecture

Mithun

Moffa & Nichol

Perkins + Will

SOM

BKF Engineers

Exhibit HH

PERMIT TO ENTER

THE TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit, public benefit corporation (“**Authority**”), grants to TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California limited liability company (“**Permittee**”), a non-exclusive permit to enter upon certain Authority-owned or -leased real property (hereinafter referred to as the “**Permit Area**”) located at _____ upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter (“**Permit**”).

1. **Permit Area:** The Permit Area is more particularly shown on Exhibit HH-1 hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress and egress by the Authority and others, who are authorized to access portions of the Permit Area.

2. **Interim Use:** The Permittee shall use the Permit Area to _____ [describe permitted activities] (“**Interim Use**”). No uses other than those specifically stated herein are authorized hereby.

3. **Time of Entry:** Entry may commence, once the Permit is fully executed, on _____, at 8:00 a.m. Entry shall terminate on _____, at 5:00 p.m., unless earlier terminated by the Authority under Section 11 hereof or earlier terminated by Permittee by cessation of activities/operations, or unless such time is extended by the Executive Director.

4. **Navy Consent:** If the Permit Area is owned by the United States of America, acting by and through the Department of the Navy (“Navy”), and leased or licensed by the Authority, then this Permit shall be subject to (i) the Navy's prior written consent and (ii) all of the applicable terms and conditions of the lease agreement or license between the Navy and the Authority.

5. **Indemnification:**

a. **General Indemnification:** Permittee shall defend, hold harmless and indemnify the Authority, the City and County of San Francisco (the “**City**”) and/or their respective commissioners, members, officers, agents and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action and liabilities of every kind, nature and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee's operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action or liabilities of any kind arising out of any Release (as defined in Section 6.f below) or threatened release of any Hazardous Substance (as defined in Section 6.d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which shall be governed exclusively by the

provisions of Section 6.c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee (“**Design Professional**”). Each Design Professional who will provide design services shall defend, hold harmless and indemnify the Authority, the City and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics’ Liens: Permittee shall not permit any mechanics’ or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee’s agents or contractors in connection with the Interim Use and Permittee shall hold the Authority free and harmless from any and all cost or expense connected with or arising from the Interim Use.

6. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees and subcontractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittee acknowledges that the Authority is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its employees, invitees, subpermittees and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittee’s entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee’s activities hereunder.

c. Toxics Indemnification: Permittee shall defend, hold harmless and indemnify the Authority, the City and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys’ fees of every kind, nature and

description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with or in the vicinity of the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 6.e below); provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from (i) the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless, or (ii) the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term “**Hazardous Substance**” shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“**PCBs**” or “**PCB**”), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term “**Environmental Laws**” shall include but not be limited to all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term “**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall during any drilling operations be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Authority has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect the same from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Authority immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Authority upon request and the Authority may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Authority use shall be without any charge to the Authority.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

7. Insurance: Permittee shall procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Permittee.

a. Required Coverages. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Permit Area; and

(iv) Such other insurance as required by law or as the City's Risk Manager may require.

b. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

c. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

d. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

e. Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Permit Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain any such endorsement shall not affect the above waiver.

g. General Insurance Matters.

(1) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority.

(2) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(3) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(4) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with

an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

h. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

j. Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

k. Subpermittee: Permittee shall include all subpermittees as insureds under its policies or shall require each subpermittees to furnish separate insurance certificates and endorsements. All coverages for subpermittees shall be subject to all the requirements stated herein.

8. "As Is", Maintenance, Restoration, Vacating: The Permit Area is accepted "AS IS" and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittee. Permittee shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to its condition at the time of entry. The Authority shall have the right without notice to dispose of any property left by Permittee after it has vacated the Permit Area. Authority makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

9. Compliance With Laws:

a. Compliance with all Laws: All activities and operations of the Permittee and/or its agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments, including but not limited to mitigation measures, if any, which are attached hereto and made a part hereof as if set forth in full.

b. Nondiscrimination: The Permittee herein covenants for himself or herself and for all persons claiming in or through him or her that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

10. Security of Permit Area: There is an existing fence with gates around the Permit Area: Yes No

If "Yes" is checked above, Permittee shall maintain said fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee shall keep the Permit Area secure at all times.

11. Early Termination: This Permit may be terminated by Authority for the violation by Permittee of any of its terms, covenants and conditions under this Permit and the failure by Permittee to cure such violation with 48 hours after written notice from Authority to do so, or 24 hours' notice if the total time of permitted entry under Section 3 is four (4) days or less. Written notice under this section shall be sufficient if such notice is posted at the Permit Area and sent by facsimile transmission to the Permittee's office at [_____].]

12. Entry under Permittee Authority: The Permit granted Permittee for the Interim Use as defined in Section 2 shall mean and include all subpermittees, agents and employees of the Permittee. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Interim Uses performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittee.

13. Governing Law: This Permit shall be governed by and interpreted under the laws of the State of California.

14. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

15. Special Provisions:

a. MacBride Principles - Northern Ireland. The City and County of San Francisco and the Authority urge companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of

San Francisco and the Authority also urge San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco and the Authority concerning doing business in Northern Ireland.

b. Non-Discrimination.

(1) Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

(2) Subcontracts. Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

(3) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(4) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

c. Tropical Hardwoods and Virgin Redwood. The City and County of San Francisco and the Authority urge companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

d. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

f. Food Service Waste Reduction. Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the

selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

16. Supplementary Provisions:

- a. Is additional insurance required? Yes No

Additional Insurance: If "Yes" is checked above, Permittee shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittee shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Authority and the City as additional insured.

- b. Is a fence and gate required? Yes No

Fence and Gate: If "Yes" is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the time of entry as specified in Section 3. Said fence and gate erected by Permittee shall constitute the personal property of Permittee.

- c. Is security personnel required? Yes No

Security Personnel: If "Yes" is checked above, Permittee shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes No Nighttime: Yes No

- d. Will subpermittees use the Permit Area? Yes No

Subpermittees: If "Yes" is checked above, each subpermittee shall execute this Permit by which execution each such Subpermittee agrees to all of the terms, covenants and conditions hereof. However, subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance pursuant to Section 7.k. As additional subpermittees are identified for various aspects of the Interim Use hereunder, they shall execute this Permit, if still valid, or a new permit to enter, before entering the Permit Area or commencing operations therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate as of the _____ day of _____, 20__.

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

TREASURE ISLAND DEVELOPMENT AUTHORITY,
a California non-profit public benefit corporation

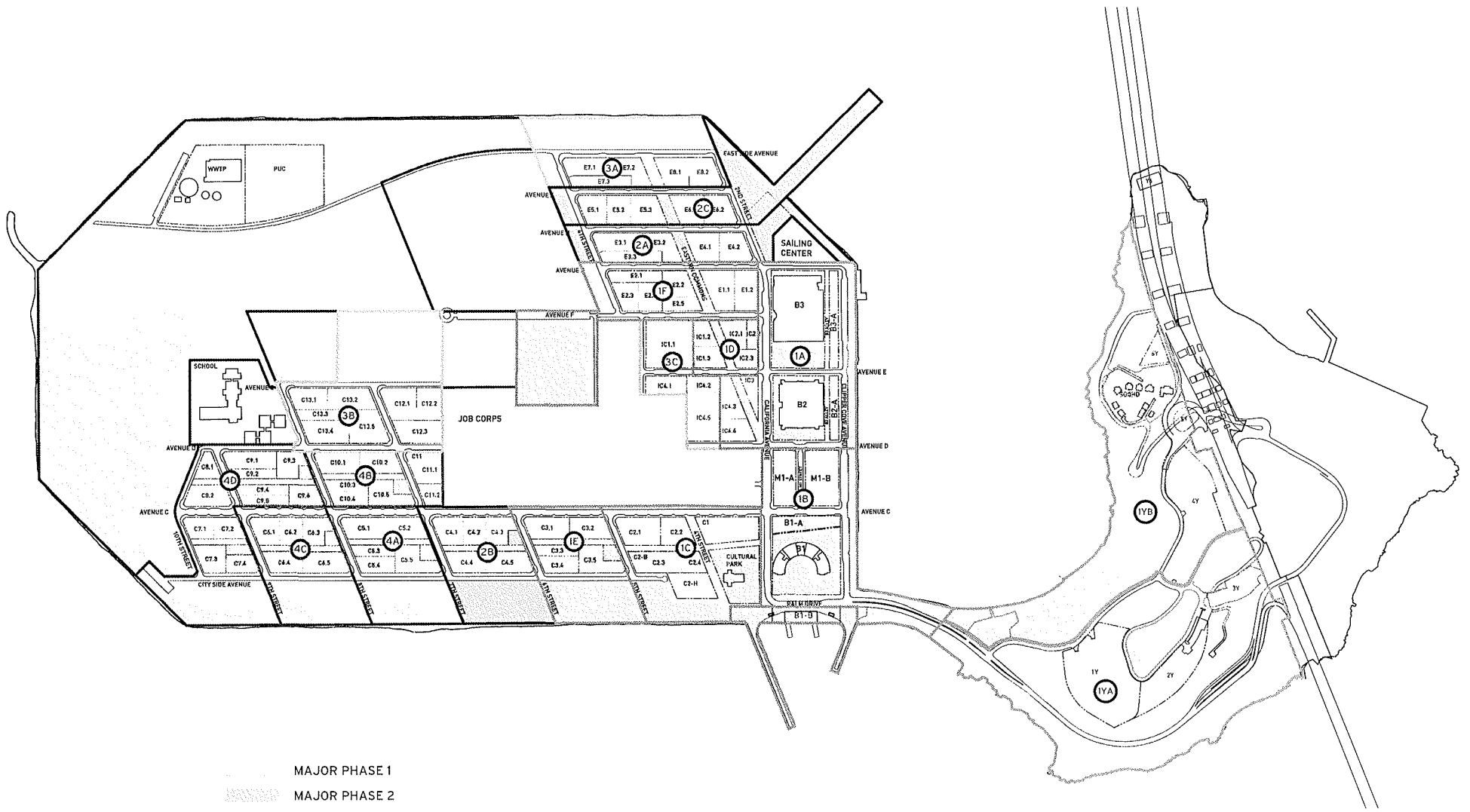
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
DENNIS J. HERRERA,
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

Exhibit HH-1

[To Be Inserted – Map of Permit Area]



- MAJOR PHASE 1
- MAJOR PHASE 2
- MAJOR PHASE 3
- MAJOR PHASE 4

**EXHIBIT JJ
SCHEDULE OF PERFORMANCE**

6/28/2011

Major Phase	Sub-Phase	Block	Parks & Open Space ^{1/}	Application Outside Date ^{2/}	Commencement Outside Date ^{2/}	Completion Outside Date ^{2/}	
1	1-Y-A	1Y-2Y-3Y		2012	2014	2025	
				2012	2014	2016	
			YBI Hilltop Park 1		2017	2018	
				YBI Hilltop Park 2		2020	2021
				YBI Open Space / HMP 1		2017	2019
	1-A	B2-B3		2012	2014	2016	
			Eastside Commons 1		2017	2018	
			Clipper Cove Promenade 2		2017	2018	
	1-B	B1-M1		2013	2015	2017	
			Building 1 Plaza		2018	2019	
			Marina Plaza		2018	2019	
			Clipper Cove Promenade 1		2018	2019	
	1-C	C1-C2		2014	2016	2018	
			Cityside Waterfront Park 1		2019	2020	
			Cultural Park		2019	2020	
	1-D	IC1-IC4		2015	2017	2019	
			Eastside Commons 2		2020	2021	
	1-E	C3		2016	2018	2020	
			Cityside Waterfront Park 2		2021	2022	
	1-F	E1-E2		2017	2019	2021	
			Urban Farm 1		2023	2024	
			Eastside Park 1		2022	2023	
			Eastside Commons 3		2022	2023	
	1-Y-B	4Y		2018	2020	2022	
YBI Beach Park				2023	2024		
YBI Open Space / HMP 2				2023	2025		
2	2-A	E3-E4		2018	2020	2027	
				2018	2020	2022	
			Sailing Center Pad		2022	2022	
				Eastside Park 2		2023	2024
				Eastside Commons 4		2023	2024
				Eastern Shoreline Park 1		2023	2024
				Clipper Cove Promenade 3		2023	2024
	2-B	C4		2019	2021	2023	
			Cityside Waterfront Park 3		2024	2025	
	2-C	E5-E6		2020	2022	2024	
			Eastside Park 3		2025	2026	
			Eastside Commons 5		2025	2026	
Eastern Shoreline Park 2				2025	2026		
			Pier 1		2026	2027	
3	3-A	E7-E8		2021	2023	2030	
				2021	2023	2025	
			Eastside Park 4		2026	2027	
				Eastside Commons 6		2026	2027
				Eastern Shoreline Park 3		2026	2027
	3-B	C12-C13		2022	2024	2026	
			Urban Farm 2		2028	2029	
3-C	IC1-IC4		2023	2025	2030		
4	4-A	C5		2024	2026	2034	
			2024	2026	2028		
				Cityside Waterfront Park 4		2029	2030
				Sports Park		2030	2031
	4-B	C10-C11		2025	2027	2029	
			Urban Farm 3		2031	2032	
	4-C	C6		2026	2028	2030	
			Cityside Waterfront Park 5		2031	2032	
				Urban Farm 4		2032	2033
	4-D	C7-C8-C9		2027	2029	2031	
Cityside Waterfront Park 6				2032	2033		
			Northern Shoreline Park / The Wilds / Environmental Center Pad		2033	2034	

SCHEDULE OF PERFORMANCE

Community Facility	Obligation	Building Permit / Trigger ^{3/}	Application Outside Date ^{4/}	Commencement Outside Date ^{4/}	6/28/2011 Completion Outside Date ^{4/}
		A	B	C	D
Waterfront Plaza / Ferry Terminal Phase 1	Facility	100 du	+6mo	+12mo	+36mo
Retail - Interim Grocery Store (5,000 sf)	Facility	1,000 du	+6mo	+12mo	+36mo
Police / Fire Station	Facility	2,500 du	+6mo	+12mo	+24mo
Retail - Final Grocery Store (15,000sf)	Facility	5,000 du	+6mo	+12mo	+24mo
Ferry Terminal Phase 2	Facility	As mutually agreed by WETA, Developer, and TIDA, after engaging in a meet and confer process described in the MOU between TIDA and WETA.			
WWTP / Recycled Water Plant / PUC 4-6 acres	Developable Pad	See PUC / TIDA WWTP MOA for timing of pad delivery.			
Sailing Center Pad	Developable Pad	Developer shall use commercially reasonable efforts to provide the Sailing Center Pad earlier if the Authority requests it and if the Treasure Island Sailing Center provides reasonable evidence that it will be ready to proceed with construction of the Sailing Center building at that earlier date.			
Environmental Center Pad	Developable Pad	Developer shall deliver the Environmental Center Pad commensurate with improvements for The Northern Shoreline Park and The Wilds			
Pier 1 / Eastern Shoreline Park 2	Improvements	Construction of these improvements may be deferred if the area is still needed for barging operations related to importing material for the site. In no case will the Completion Outside Date for these improvements be later than the Completion Outside Date of the last Sub-Phase.			
Buses for East Bay Service	Rolling Stock	Nine (9) Buses for East Bay Bus Service. First five (5) buses at inception of service, remaining four buses no earlier than the occupancy of the 5,000th residential unit.			
On -Island Shuttle Buses	Rolling Stock	Four (4) Shuttle Buses. Up to two (2) buses will be provided when the service initially begins, but no earlier than the occupancy of the three thousandth (3000th) unit, subject to the meet and confer process described in Exhibit N, Transportation Plan Obligations. The remaining two (2) buses will be provided as needed based on service schedules.			
Bicycle Lending Library	Rolling Stock	Purchase of bicycles and equipment to establish the bicycle lending library up to a maximum expenditure of \$110,000. Must be completed no later than the occupancy of the 1,000 residential unit			

Financial Obligation	Obligation	Mechanism
Open Space Annual O&M Subsidy	\$14.3 MM (NPV)	Max \$1.5mil first 5 yrs, \$3 mil per yr from Yr 6, subject to need per annual operating budget. See Financing Plan for amounts and schedule.
Transportation Annual Operating Subsidy	\$30 MM (NPV)	Max \$4 mil per year, subject to need per annual operating budget. See DDA for amounts and schedule.
Additional Transportation Subsidy	\$5 MM max	Five annual consecutive installments (max \$1 mil per year) after the first certificate of occupancy (whether temp or final) has been issued for the 4,000th dwelling unit on the Project Site, payable within 90 days after request of SFCTA if transit report shows residential transit mode share is 50% or less.
Transportation Capital Contributions	\$1.8 MM (NPV)	Used to purchase up to six (6) busses. Per-bus subsidy: the lesser of 20% of the cost of a Muni bus, or \$300,000.
Community Center Space(s) Subsidy	\$9.5 MM (NPV)	Space or subsidy determination made at Major Phase Approval. Max \$2.375 mil each Major Phase - subject to approved budget and program description.
Childcare Facility Subsidy	\$2.5M (NPV)	Space or funding no later than the first approved Sub-Phase within Major Phase Three or 18 months before the existing facility is no longer operational due to development activity, whichever comes first.
Affordable Housing Subsidy	\$98 MM max; \$73.5 MM baseline	\$17,500 per market rate unit at each lot sale. Trueups at 50% of TI land acreage make-up to 2,100 units and at 4,200 units land sales, credit for any payment made at 2,100 unit true-up. See Housing Plan for amounts and schedule.
School Improvement Payment	\$5 MM (NPV)	Payment due at the start of refurbishment work on the school grounds for purposes of opening a K-8 school. See DDA for amounts and schedule.
Ramps / Viaduct SFCTA Soft Cost Reimbursement	\$10 MM (NPV)	Annual schedule of payments. See TIDA / SFCTA MOA 3rd Amendment for amounts and schedule.
Import Fill	\$1 MM	Payment due upon removal from stockpile at rate of \$3.50 per CY or for any remaining in stockpile after 12/31/2015 in 3 equal annual installments. See TIDA / D.A. McCosker Agreement.

^{1/} Horizontal obligations only, no vertical improvement or rehabilitation except as defined in Open Space Plan

^{2/} All dates are subject to navy's environmental remediation efforts provided in the Navy MOA and land transfers from Navy and TIDA

SCHEDULE OF PERFORMANCE

6/28/2011

^{3/} Community Facility obligation is triggered by number of total building permits issued for residential dwelling units (shown in table above)

^{4/} Timeframes are additive: Completion Outside Date = Date of Trigger (A) + (B) + (C) + (D)

“Vertical Approval” shall have the meaning set forth in the DRDAP.

“Vertical Developer” means for a particular Lot or Vertical Improvement, the Person that is a party to the applicable Vertical DDA related thereto.

“Vertical Development” means the development of Vertical Improvements.

“Vertical Improvement” means an Improvement to be developed under this DDA that is not Infrastructure and Stormwater Management Controls or Improvements required to be Completed by Developer for the Parks and Open Spaces.

“Vertical DDA” shall have the meaning set forth in Section 1.2 of the DDA.

“Vertical LDDA” shall have the meaning set forth in Section 1.2 of the DDA.

“Vertical Project” means the process of designing, Commencing and Completing a Vertical Improvement under a Vertical DDA.

“Wastewater Treatment Facility” shall have the meaning set forth in the Infrastructure Plan.

“Work Program” shall have the meaning set forth in Section 6.2.5(c) of the DDA.