

File No. 250098

Committee Item No. 1

Board Item No. 14

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: March 10, 2025

Board of Supervisors Meeting:

Date: March 18, 2025

Cmte Board

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- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
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OTHER

- PW Presentation – March 10, 2025
- PW Order No. 211409 – February 7, 2025
- Recorded Easement Deeds, Offers of Improvement,
and Easement Agreements – April 19 and September 13, 2018
- Planning Gen Plan Referral and CEQA Determination
December 6, 2024
- TIDA Board Resolution 25-03-0212
- Grant Deed – January 22, 2025
- _____
- _____
- _____

Prepared by: John Carroll

Date: March 7, 2025

Prepared by: John Carroll

Date: March 14, 2025

Prepared by: _____

Date: _____

1 [Treasure Island/Yerba Buena Island - Acceptance of Sanitary Sewer Pump Stations]

2

3 **Ordinance accepting irrevocable offers of public infrastructure associated with the**
 4 **Treasure Island/Yerba Buena Island Project for the Bruton Sanitary Sewer Pump**
 5 **Station on Bruton Street and the Cravath Sanitary Sewer Pump Station on Cravath**
 6 **Street, both on Treasure Island; and the Macalla Sanitary Sewer Pump Station on**
 7 **Macalla Road and the North Gate Sanitary Sewer Pump Station on North Gate Road,**
 8 **both on Yerba Buena Island; dedicating this infrastructure to public use; designating it**
 9 **for utility purposes; accepting the public infrastructure for City maintenance and**
 10 **liability; approving a grant deed for the Macalla Pump Station; adopting findings under**
 11 **the California Environmental Quality Act; making findings of consistency with the**
 12 **General Plan, and the eight priority policies of Planning Code, Section 101.1; accepting**
 13 **a Public Works Order recommending various actions in regard to the public**
 14 **infrastructure; and authorizing official acts, as defined herein, in connection with this**
 15 **Ordinance.**

16 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
 17 **Additions to Codes** are in *single-underline italics Times New Roman font*.
 18 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
 19 **Board amendment additions** are in double-underlined Arial font.
 20 **Board amendment deletions** are in ~~strikethrough Arial font~~.
 21 **Asterisks (* * * *)** indicate the omission of unchanged Code
 22 subsections or parts of tables.

23 Be it ordained by the People of the City and County of San Francisco:

24 Section 1. Background and Findings.

25 (a) The City and County of San Francisco (the "City") created the Treasure Island
 Development Authority (the "Authority") in 1997 to serve as the entity responsible for the

1 reuse and development of Naval Station Treasure Island, which encompasses Treasure
2 Island (also referred to as “TI”) and portions of Yerba Buena Island (also referred to as “YBI”).

3 (b) On June 28, 2011, the Authority and Treasure Island Community Development,
4 LLC (the “Developer”) entered into the Treasure Island/Yerba Buena Island Disposition and
5 Development Agreement (the “DDA”). On the same date, the City and the Developer entered
6 into a Development Agreement (the “DA”). The Board of Supervisors approved the DA in
7 Ordinance No. 95-11. Ordinance No. 95-11 and related DA documents and approvals are on
8 file with the Clerk of the Board in File No. 110226 and incorporated herein by reference.

9 (c) The DA, DDA, and the Treasure Island/Yerba Buena Island Special Use District in
10 Planning Code Section 249.52 contemplate a project on Treasure Island and Yerba Buena
11 Island (the “Project”) that includes up to 8,000 units of housing, 140,000 square feet of
12 commercial and retail space, 100,000 square feet of office space, and up to approximately
13 300 acres of parks and open space, a ferry terminal, new and upgraded streets, and
14 extensive bicycle, pedestrian, and transit facilities. Under the DA, the DDA, the Special Use
15 District, and related Project approvals, the Developer is responsible for construction of public
16 improvements within the Project, and the Authority or the City, as applicable, will accept and
17 maintain the public improvements when the Developer completes them in accordance with
18 City-approved plans and specifications.

19 (d) As part of implementation of the Project, the Board of Supervisors has approved
20 several final subdivision maps to allow the development of portions of the Project site. Each
21 subdivision map was accompanied by a specific Public Improvement Agreement (“PIA”) under
22 which the Developer or its assigns agreed to construct public improvement infrastructure
23 required by the DDA, such as roads and park and open space facilities (the “Required
24 Infrastructure”), and to offer this Infrastructure to the Authority or the City, as applicable. The
25 Board approved these final maps and the accompanying PIAs in Motion Nos. M18-046 (YBI

1 Final Map – No. 9228); M18-115 (TI Final Map No. 9235); and M20-082 (Second YBI Final
2 Map No. 9856). Copies of these Final Maps and PIAs are on file with the Clerk of the Board
3 of Supervisors in File Nos. 180312, 180835, and 200671, respectively, and are incorporated
4 herein by reference. All of the public improvements addressed in this ordinance will be City
5 assets (the “City Assets”).

6 (e) This ordinance addresses the Board of Supervisors acceptance and other official
7 acts for City Assets associated with Sub-Phases 1B, 1C, 1E, 1YA, and 1YB of the Project,
8 including the Bruton Sanitary Sewer Pump Station on Bruton Street and the Cravath Sanitary
9 Sewer Pump Station on Cravath Street, both on Treasure Island; and the Macalla Sanitary
10 Sewer Pump Station on Macalla Road and the North Gate Sanitary Sewer Pump Station on
11 North Gate Road, both on Yerba Buena Island. These specific public improvements, including
12 associated power generators (collectively, the “Pump Stations”) are components of the
13 Required Infrastructure that will be City Assets. Public Works approved the construction of
14 the Pump Stations under Street Improvement Permit Nos. 19IE-00636 and 18IE-00680 along
15 with related permits from the Department of Building Inspection.

16 (f) In a letter dated December 6, 2024, the Planning Department found that the
17 acceptance of the Required Infrastructure and other actions set forth in this ordinance are
18 within the scope of the Project’s final environmental impact report prepared under the
19 California Environmental Quality Act (California Public Resources Code Sections 21000 et
20 seq.) and are, on balance, in conformance with the General Plan and the eight priority policies
21 of Planning Code Section 101.1. A copy of the Planning Department letter is on file with the
22 Clerk of the Board of Supervisors in File No. 250098.

23 (g) In Public Works Order No. 211409, dated February 7, 2025 (the “PW Order”), the
24 Public Works Director (the “PW Director”) determined and the City Engineer certified that: (1)
25 Treasure Island Series 1, LLC, a Delaware limited liability company and Treasure Island

1 Series 2, LLC, a Delaware limited liability company (collectively “Subdividers”) have
2 irrevocably offered the Pump Stations to the City as set forth in four Irrevocable Offers of
3 Improvements (two related to Treasure Island and recorded on September 13, 2018 and two
4 related to Yerba Buena Island and recorded on April 19, 2018) (collectively, the “Offers”); (2)
5 on or before September 16, 2024, Public Works inspected the Pump Stations and determined
6 that all of the Required Infrastructure was complete; (3) the Pump Stations have been
7 constructed in accordance with the Plans and Specifications and all City codes, regulations,
8 and standards governing the Required Infrastructure; and (4) the Pump Stations are ready for
9 their intended use. The PW Director and City Engineer also acknowledged that the
10 Department of Building Inspection provided specific review and approval of power generators
11 associated with the Pump Stations under Permit Nos. 202211297332, 202211297342, and
12 202211307357. Copies of the PW Order No. 211409 and the Offers are on file with the Clerk
13 of the Board of Supervisors in File No. 250098 and incorporated herein by reference.

14 (h) In this PW Order, the PW Director and City Engineer recommended to the Board of
15 Supervisors that it accept the Pump Stations as public; dedicate them for public use;
16 designate them for utility purposes; and accept them for City maintenance and liability
17 purposes, subject to certain exceptions. The City will access and maintain three of the pump
18 stations through exclusive utility easements in favor of the City that the Real Estate Division
19 previously approved and recorded in conjunction with final subdivision maps. The Macalla
20 Sanitary Sewer Pump Station is located on real property that the Developer has offered to the
21 City in the form of a grant deed, the approval of which is conferred by this ordinance.
22 Consequently, the PW Director and City Engineer also recommended that the Board of
23 Supervisors acceptance of the Pump Stations be subject to the following conditions: (1) the
24 Real Estate Division amendment of the easement boundaries for the three pump stations if
25 necessary based on final as-built conditions; (2) the Real Estate Division approval and

1 recordation of the grant deed for the real property associated with the Macalla Sanitary Sewer
2 Pump Station; (3) the acceptance of the Pump Stations does not obviate, amend, alter, or in
3 any way affect existing maintenance agreements between the City and parties to such
4 agreements; and (4) the Subdividers' conditional assignment of all warranties and guaranties
5 to the City related to the construction of the Pump Stations and their warranty obligations
6 under Street Improvement Permit Nos. 19IE-00636 and 18IE-00680, as well as under
7 Department of Building Inspection Permit Nos. 202211297332, 202211297342,
8 and 202211307357. The easements and grant deed are on file with the Clerk of the Board of
9 Supervisors in File No. 250098 and are incorporated herein by reference.

10 (i) On February 12, 2025, at a duly noticed public hearing, the Authority, in Resolution
11 No. 25-03-0212, recommended that the Board of Supervisors: (1) accept the Subdividers'
12 Offers for the Pump Stations located on both Yerba Buena Island and Treasure Island; (2)
13 approve a grant deed for real property at the site of the Macalla Sanitary Sewer Pump Station;
14 and (3) accept the Pump Stations as public, dedicate them for public use, designate them for
15 utility purposes, and accept them for maintenance and liability. The Authority Resolution is on
16 file with the Clerk of the Board of Supervisors in File No. 250098 and is incorporated herein by
17 reference.

18
19 Section 2. Adoptions and Approvals.

20 (a) The Board of Supervisors adopts as its own the environmental findings and the
21 General Plan and Planning Code Section 101.1 consistency findings in the Planning
22 Department letter, as referenced in Section 1(f) of this ordinance, in connection with the
23 acceptance of the Pump Stations and other actions specified in this ordinance.

24 (b) The Board of Supervisors has reviewed and approves PW Order No. 211409,
25 including the City Engineer's certification and PW Director's recommendation, as referenced

1 in Sections 1(g) and (h) of this ordinance, concerning the acceptance of Pump Stations, and
2 other actions set forth in the PW Order No. 211409.

3 (c) The Board of Supervisors has reviewed and acknowledges the recommendation of
4 the Authority in its Resolution No. 25-03-0212 in regard to the Pump Stations.

5
6 Section 3. Approving a Grant Deed for the Macalla Sanitary Sewer Pump Station;
7 Accepting Four Sanitary Sewer Pump Stations and Assuming Maintenance and Liability
8 Responsibilities.

9 (a) The Board of Supervisors approves the grant deed associated with the Macalla
10 Sanitary Sewer Pump Station located on Macalla Road. The Board of Supervisors requests
11 that the Director of Real Estate sign and record such grant deed.

12 (b) Pursuant to Administrative Code Sections 1.51 et seq., and PW Order No. 211409,
13 the Board of Supervisors hereby accepts the Pump Stations as public; dedicates them for
14 public use, and designates them for utility purposes.

15 (c) The Board of Supervisors also accepts the Pump Stations for City maintenance
16 and liability purposes, subject to the conditions listed in Section 3(d) below.

17 (d) The Pump Stations accepted pursuant to Sections 3(b) and (c) above are subject
18 to the following conditions: (1) the Pump Stations to be dedicated and accepted are located
19 within public utility easements that the Real Estate Division previously approved and
20 recorded, and such easements shall be amended, if necessary, based on final as-built
21 conditions; (2) the Real Estate Division shall sign and record the grant deed for the real
22 property associated with the Macalla Sanitary Sewer Pump Station; (3) the acceptance of the
23 Pump Stations does not obviate, amend, alter, or in any way affect existing maintenance
24 agreements between the City and parties to such agreements; and (4) the Subdividers'

1 conditional assignment of all warranties and guaranties to the City related to the construction
2 of the Pump Stations and their warranty obligations.

3
4 Section 4. Authorization for Implementation. The Mayor, Clerk of the Board of
5 Supervisors, Director of Real Estate, and PW Director are hereby authorized and directed to
6 take any and all actions which they or the City Attorney may deem necessary or advisable in
7 order to effectuate the purpose and intent of this ordinance, including, but not limited to,
8 approving any amended easements based on as-built conditions, recording the grant deed for
9 the Macalla Sanitary Sewer Pump Station, and filing of the ordinance in the Official Records of
10 the City and County of San Francisco.

11
12 Section 5. Effective Date. This ordinance shall become effective 30 days after
13 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
14 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
15 of Supervisors overrides the Mayor's veto of the ordinance.

16
17 APPROVED AS TO FORM:
18 DAVID CHIU, City Attorney

19 By: /s/ JOHN D. MALAMUT
20 JOHN D. MALAMUT
21 Deputy City Attorney

22 n:\legana\as2025\2400019\01810202.docx

LEGISLATIVE DIGEST

[Treasure Island/Yerba Buena Island - Acceptance of Sanitary Sewer Pump Stations]

Ordinance accepting irrevocable offers of public infrastructure associated with the Treasure Island/Yerba Buena Island Project for the Bruton Sanitary Sewer Pump Station on Bruton Street and the Cravath Sanitary Sewer Pump Station on Cravath Street, both on Treasure Island; and the Macalla Sanitary Sewer Pump Station on Macalla Road and the North Gate Sanitary Sewer Pump Station on North Gate Road, both on Yerba Buena Island; dedicating this infrastructure to public use; designating it for utility purposes; accepting the public infrastructure for City maintenance and liability; approving a grant deed for the Macalla Pump Station; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; accepting a Public Works Order recommending various actions in regard to the public infrastructure; and authorizing official acts, as defined herein, in connection with this Ordinance.

Existing Law

The Board of Supervisors passed Ordinance No. 95-11, which approved a Development Agreement for the Treasure Island/Yerba Buena Island (“TI/YBI”) Project. This Ordinance and related legislation established a process by which the Treasure Island Community Development, LLC (“Developer”) would construct specified public infrastructure and offer this infrastructure to the City or the Treasure Island Development Authority (the “Authority”) as part of the TI/YBI development (the “Project”). The public infrastructure that the City will acquire is referred to as a “City Asset”. Upon completion of a City Asset, the City initiates the local and State law procedures to accept the Asset into public ownership, dedicate it to public use, designate it for a public purpose, accept it for City maintenance and liability purposes, and take related actions. The Developer completed the City Assets that this legislation addresses as part of the development of Project Sub-Phases 1B, 1C, 1E, 1YA, and 1YB, and three of these Assets are located within public utility easements that the Real Estate Division previously approved and recorded in connection with final subdivision maps for the Project.

Amendments to Current Law

This legislation would accept offers of dedication from the Developer for City Assets that are comprised of four sanitary sewer pump stations, including associated power generators (collectively the “Pump Stations”). This Ordinance would dedicate the Pump Stations to public use, designate them for public utility purposes and accept them for City maintenance and liability, subject to certain conditions. The legislation would approve a grant deed for the real property associated with the Macalla Sanitary Sewer Pump Station. The Ordinance would

FILE NO. 250098

make certain findings, including environmental findings and findings that the legislation is consistent with the General Plan and the priority policies of Planning Code Section 101.1.

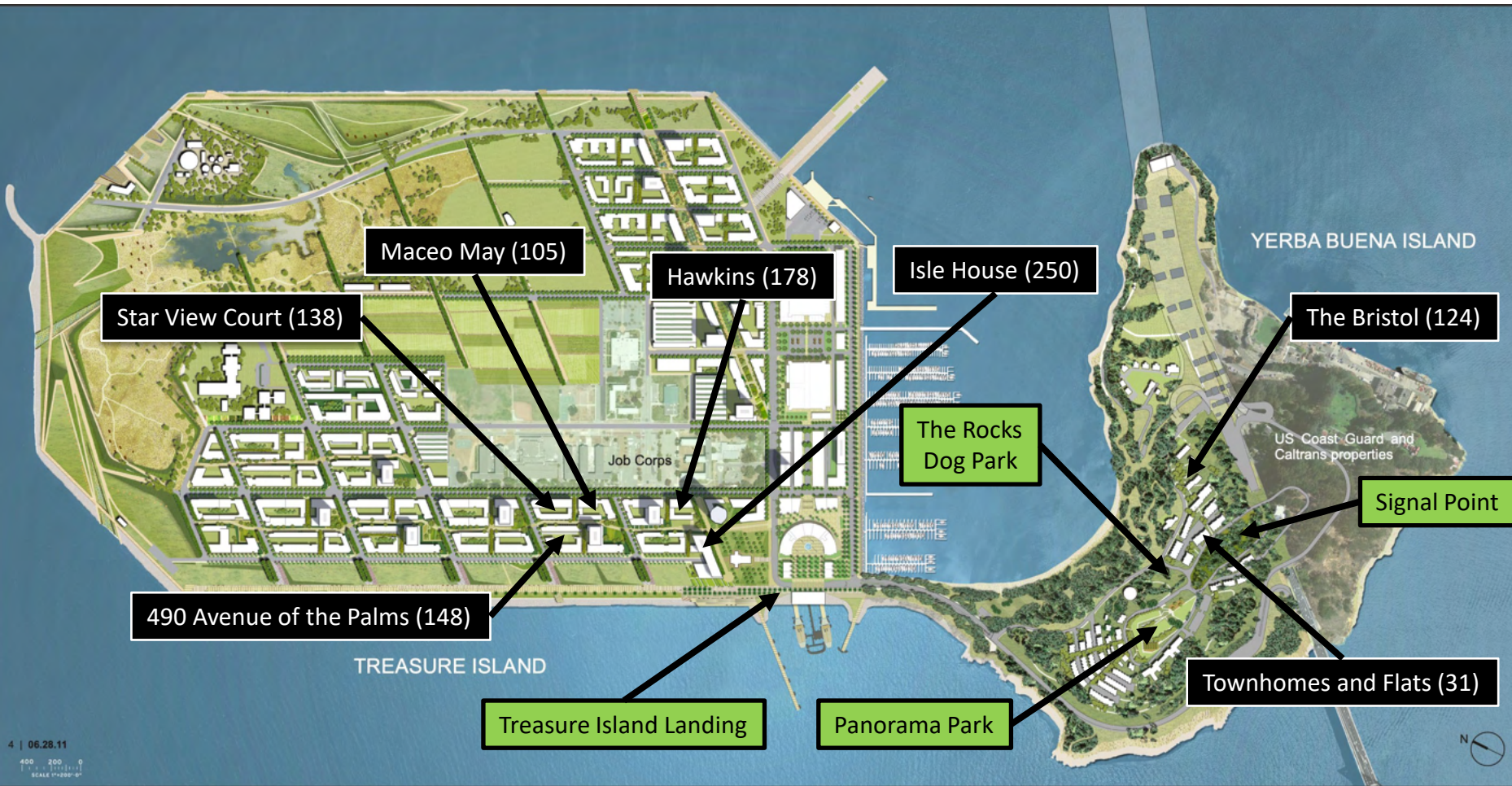
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Treasure Island / Yerba Buena Island

Sanitary Sewer Pump Station (SSPS) Acceptance
Stage 1

Board of Supervisors Land Use & Transportation Committee
March 10, 2025

BOS File #250098



- Vertical Development – 974 units completed (1,215 planned units: 725 market rate units planned for Stage 1 and 490 affordable units planned for upcoming Stage 2)
- Parks – 4 parks recently completed (3 planned for this year)

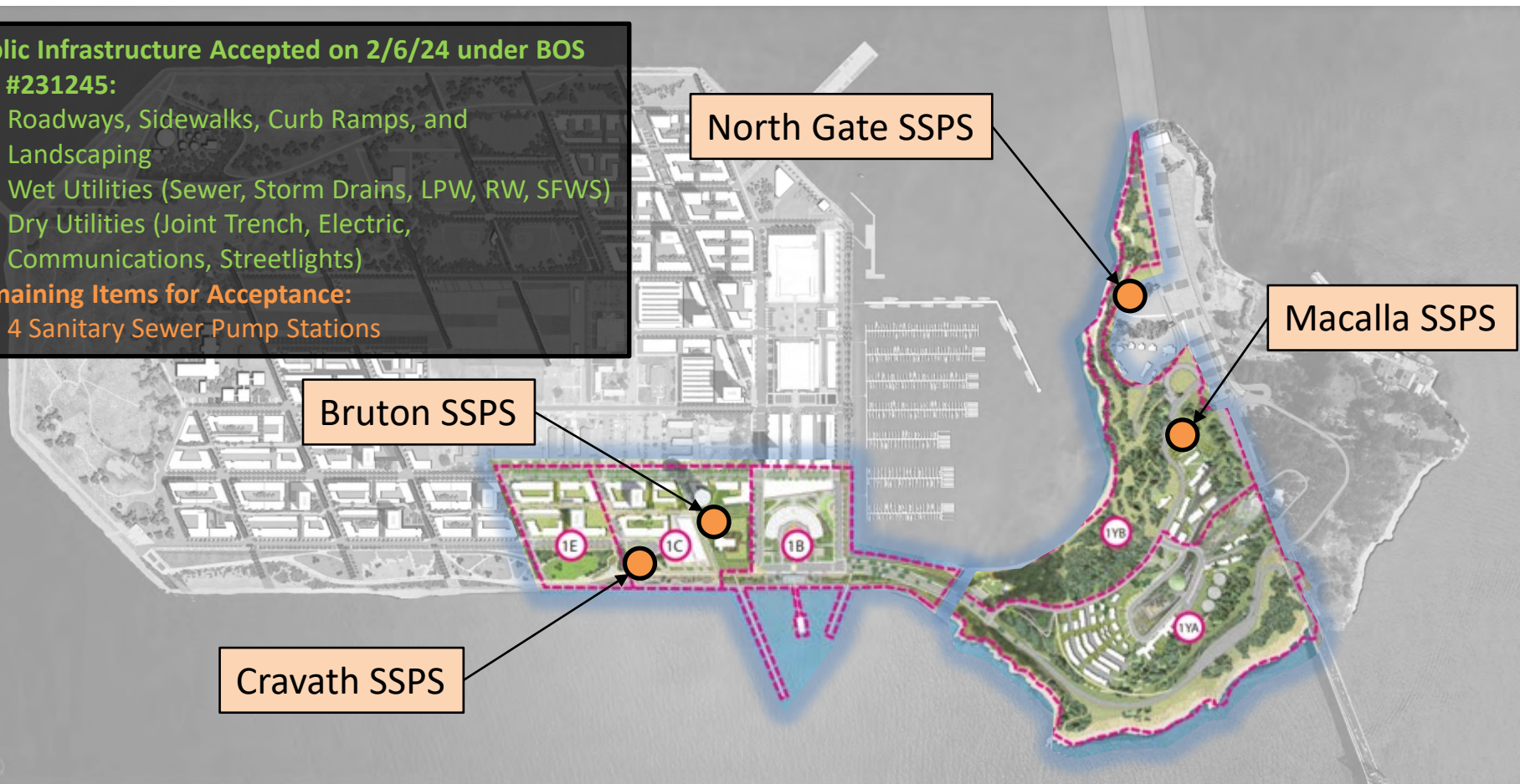


**Public Infrastructure Accepted on 2/6/24 under BOS
File #231245:**

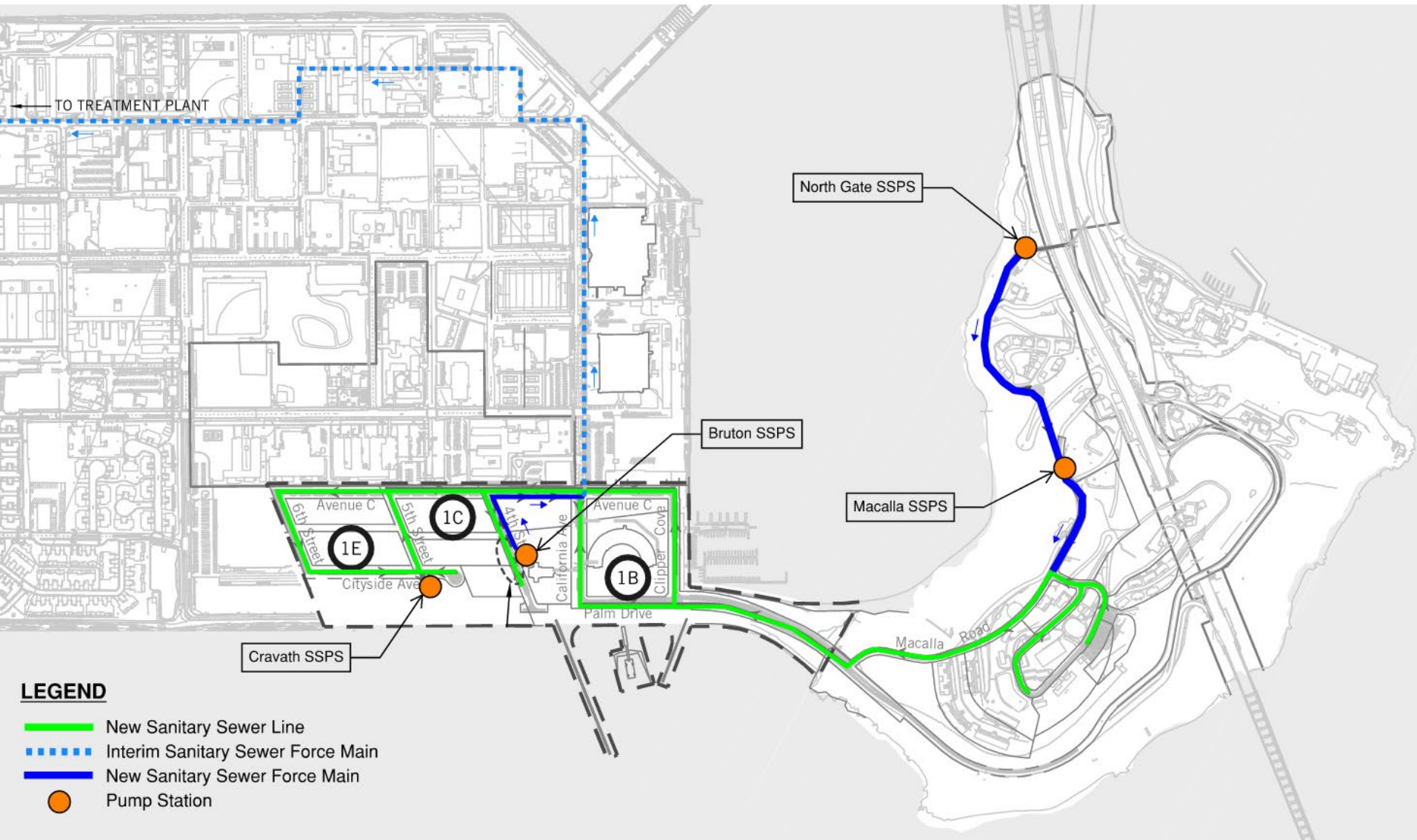
- Roadways, Sidewalks, Curb Ramps, and Landscaping
- Wet Utilities (Sewer, Storm Drains, LPW, RW, SFWS)
- Dry Utilities (Joint Trench, Electric, Communications, Streetlights)

Remaining Items for Acceptance:

- 4 Sanitary Sewer Pump Stations



- 2/6/24: Stage 1 Acceptance of Street and Public Infrastructure (BOS File #231245)
- 12/6/24: SFPUC Recommendation for Acceptance of Pump Stations
- 2/12/25: TIDA Recommendation for Acceptance of Pump Stations



LEGEND

- New Sanitary Sewer Line
- Interim Sanitary Sewer Force Main
- New Sanitary Sewer Force Main
- Pump Station



Stage 1 – Sanitary Sewer System

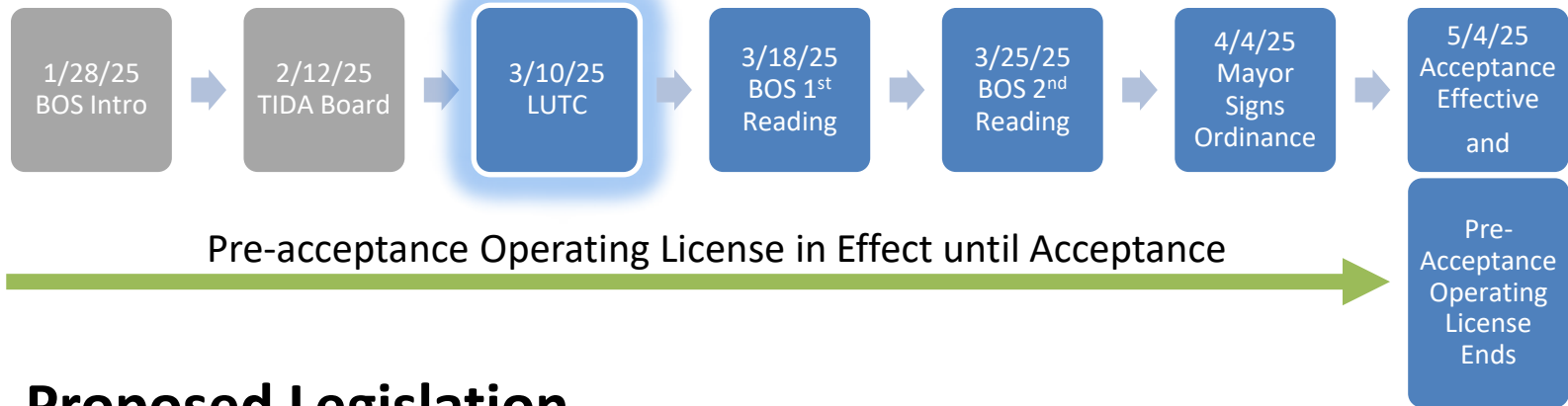
Sanitary Sewer Pump Stations - Construction Progress Photos (2022/2023)



Sanitary Sewer Pump Stations - Completed (2024)



Legislation Timeline



Proposed Legislation

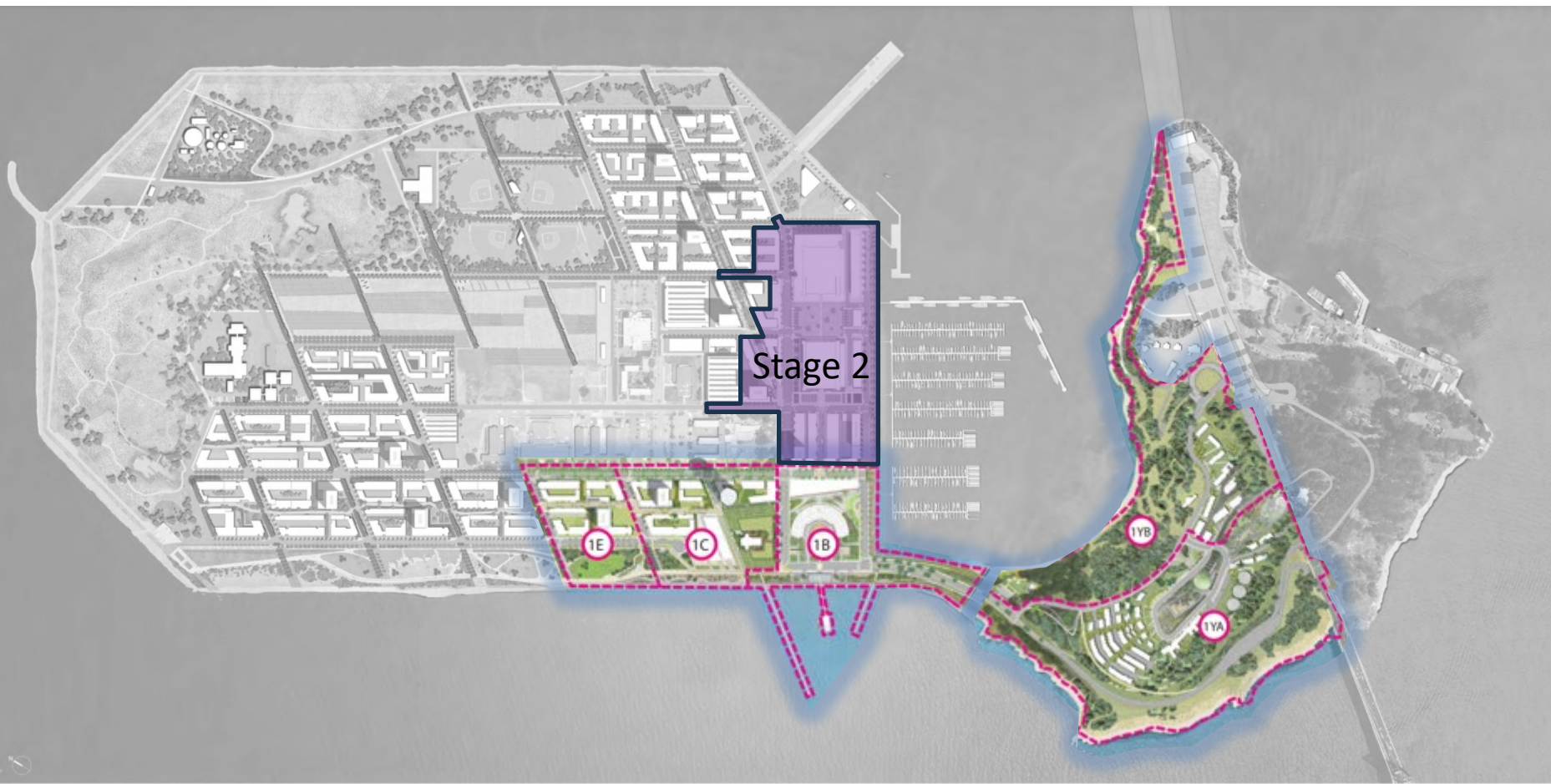
Recommended Board of Supervisors Action:

- Acknowledging TIDA's recommendation to accept the Pump Stations;
- Adopting BOS File #250098 that recommends acceptance of these Pump stations.
- Adopting findings under the California Environmental Quality Act;
- Making findings of consistency with the General Plan and Planning Code Section 101.1;
- Accepting the Pump Stations for City maintenance and liability purposes;
- Dedicating the Pump Stations to public use;



sfpublicworks.org

What's Next on Treasure Island?



Stage 2 – Street and Public Infrastructure (approximately ~3 years)

- Summer 2025 – Construction Start
- December 2028 – Construction End
- 2029 – Acceptance Legislation

	Vertical Development	No. of Units	Type
TI	Maceo May Apartments	105	Affordable
TI	Star View Court	138	Affordable
TI	Isle House Apartments	250	Rental
TI	Hawkins Apartments	178	Rental
TI	490 Avenue of the Palms	148	Sale
YBI	The Bristol	124	Sale
YBI	YBI Townhomes and Flats	31	Sale
	TOTAL Units (as of today)	974	

Upcoming Vertical Development	No. of Units Planned
TI – Affordable	490
TI – Market Rate / Sale	625
YBI	100
TOTAL Units Planned	1,215







San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211409

Public Works Order No. 211409 is approved for reference purposes on February 7, 2025. This Order supersedes Public Works Order No. 211345 that was approved on January 22, 2025.

Recommending the formal acceptance of irrevocable offers of public improvements associated with the Treasure Island / Yerba Buena Island Project, Sub-Phases 1B, 1C, 1E, 1YA and 1YB, including the improvements known as the Bruton Sanitary Sewer Pump Station on Bruton Street and the Cravath Sanitary Sewer Pump Station on Cravath Street, both on Treasure Island, and the Macalla Sanitary Sewer Pump Station on Macalla Road and the North Gate Sanitary Sewer Pump Station on North Gate Road, both on Yerba Buena Island; dedicating this infrastructure for public use; and accepting the infrastructure for City maintenance and liability purposes.

WHEREAS, This Public Works Order addresses the City’s acceptance of sanitary sewer pump stations and associated power generators (the “Pump Stations”) on Treasure Island (also “TI”) and Yerba Buena Island (also “YBI”). This Order refers to these improvements collectively as the “Required Infrastructure”; and

WHEREAS, This Order also recognizes that there are existing public utility easements associated with the Bruton Sanitary Sewer Pump Station and the Cravath Sanitary Sewer Pump Station, both on TI, and the North Gate Sanitary Sewer Pump Station on YBI, and that the Real Estate Division approved and recorded in connection with final subdivision maps for TI and YBI; and

WHEREAS, This Order also recognizes that the Macalla Sanitary Sewer Pump Station on YBI was constructed on property that will be conveyed by a grant deed in a form acceptable to the Division of Real Property; and

WHEREAS, TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company and TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (collectively, “Subdividers”) have irrevocably offered the Required Infrastructure to the City and County of San Francisco (“City”) as set forth in the four Irrevocable Offers of Improvement (two related to Treasure Island and recorded on September 13, 2018 and two related to Yerba Buena Island and recorded on April 19, 2018), and thereafter (collectively, the “Offers”); and

WHEREAS, Public Works completed inspections of the Required Infrastructure and the City Engineer, by issuance of multiple Conditional Notices of Completion letters dated September 16, 2024 and January 31, 2024 (collectively, the “Notices of Completion”), determined it to be complete in accordance with the Plans and Specifications and all City codes, regulations, and standards governing the Required Infrastructure and ready for its intended use as documented in Conditional Notices of Completion; and

WHEREAS, The Director determined that Subdivider has satisfied all conditions of approval of the Conditional Notices of Completion and addressed all warranty items to the satisfaction of the San Francisco Public Utilities Commission (the "PUC"); and

WHEREAS, PUC recommended acceptance of the Required Infrastructure for PUC ownership and maintenance as a City Asset based on correspondence to Public Works dated November 6, 2024 and December 6, 2024; and

WHEREAS, The Public Works Director (hereinafter the "Public Works Director" or "Director") recommends and the City Engineer certifies to the Board of Supervisors that the Required Infrastructure, as shown in Street Improvement Permit Nos. 19IE-00636 and 18IE-00680 including the associated power generators approved under Department of Building Inspection (DBI) Permit Nos. 202211297332, 202211297342, and 202211307357, is ready to be accepted for public use. Public Works recommends that the Board of Supervisors accept the Required Infrastructure for City maintenance and liability purposes in accordance with San Francisco Administrative Code 1.51 et seq. and subject to the exceptions specified herein; and

WHEREAS, The Director finds that the Department of Building Inspection has reviewed, approved, issued permits, and completed inspection of the Required Infrastructure specifically related to the associated power generators, which are structures subject to the Building Codes; and

WHEREAS, In a letter dated December 6, 2024, the City Planning Department determined that the acceptance of the Required Infrastructure and associated actions are, on balance, in conformity with the General Plan and eight priority policies of Planning Code Section 101.1; and

WHEREAS, In this same letter, the City Planning Department also found that the acceptance of the Required Infrastructure also is within the scope of the Project's final environmental impact report prepared under the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.); and

WHEREAS, Public Works recommends that the Board of Supervisors find that the actions specified in this Order are consistent with the General Plan and Planning Code Section 101.1 and are in compliance with the California Environmental Quality Act for the reasons set forth in the Planning Department letter dated December 6, 2024; and

WHEREAS, Public Works also recommends that TIDA adopt these same findings set forth in this Order in regard to public improvements acceptance actions as set forth in the City/TIDA MOU regarding public improvements and the Planning Department letter in regard to its actions related to these public improvements.

WHEREAS, On January 22, 2025, Public Works approved, subject to conditions, Public Works Order No. 211345. Public Works Order 211345 contained minor typographical errors.

WHEREAS, This Public Works Order No. 211409 corrects those typographical errors and supersedes Public Works Order No. 211345 in its entirety.

NOW THEREFORE BE IT ORDERED THAT, EFFECTIVE FEBRUARY 7, 2025,

The Director approves all of the following documents either attached hereto or referenced herein:

1. Grant Deed for Lot G (Macalla Sanitary Sewer Pump Station)
2. Offers of Improvements for the Required Infrastructure (two related to Treasure Island and recorded on September 13, 2018 and two related to Yerba Buena Island and recorded on April 19, 2018).
3. Certain exclusive utility easements for the Bruton Sanitary Sewer Pump Station and the Cravath Sanitary Sewer Pump Station, both on TI, and the North Gate Sanitary Sewer Pump Station on YBI, that the Real Estate Division previously approved and recorded in connection with the associated final subdivision maps.
4. Ordinance to accept four Pump Stations for City maintenance and liability purposes, including the power generators that DBI reviewed, approved, and permitted.

The Director recommends and the City Engineer certifies that the Board of Supervisors approve the legislation to accept the Offers and its associated deed and authorize the Director of Real Property to execute and record said deed. Hereinafter, the Director's recommendation also includes the City Engineer's certification of actions under the City Engineer's authority.

The Director further recommends that the Board of Supervisors approve the legislation to dedicate the Required Infrastructure to public use and accept it for City maintenance and liability purposes subject to the following:

1. The Bruton Sanitary Sewer Pump Station and the Cravath Sanitary Sewer Pump Station, both on TI, and the North Gate Sanitary Sewer Pump Station on YBI, to be dedicated and accepted are located within exclusive City utility easements previously approved and recorded by the Real Estate Division; and
2. The Macalla Sanitary Sewer Pump Station to be dedicated and accepted is constructed on property that will be conveyed by a grant deed in a form acceptable to the Division of Real Property; and
3. The acceptance of the Pump Stations does not obviate, amend, alter, or in any way affect existing maintenance agreements between the City and parties to such agreements; and

4. Subdividers' conditional assignment of all warranties and guaranties to the City related to the construction of the Treasure Island and Yerba Buena Island Required Infrastructure and its warranty obligations under Street Improvement Permit Nos. 19IE-00636 and 18IE-00680 and Department of Building Inspection Permit Nos. 202211297332, 202211297342, and 202211307357.

X  C907BA0BD82C4E6...

Phan, Denny
Bureau Manager

X  281DC30E04CF41A...

Ko, Albert J
City Engineer

X  073CF73A4EA6486...

Short, Carla
Director of Public Works

NO RECORDING FEE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

**CONFORMED COPY of document recorded
04/19/2018, 2018K602957**

on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

[Space Above for Recorder's Use]

Assessor's Block ("A.B.") 1939, Lots 087, 090, 091
Portions of Yerba Buena Island

EASEMENT DEED

(Public Utility Easement, Non-ROW, City Facilities on Land Subject to Future Trust Exchange)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("TIDA" or "Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("City"), a perpetual public utility easement for City-owned facilities, free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "Easement Area"), which shall be referred to hereafter as the "Easement." The Easement Area is uplands, presently free of the public trust for navigation, commerce, and fisheries ("Trust"). Pursuant to the Compromise Title Settlement and Land Exchange Agreement for Treasure Island and Yerba Buena Island, recorded in the Official Records of the City and County of San Francisco on January 14, 2015 as Document number 2015-K005565, TIDA intends to undertake future "Trust Exchange" conveyances that will impress the Trust on the Easement Area. This Easement predates any such conveyances and the Easement Area will remain free of the Trust after the Trust Exchange.

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities, which include certain street-related infrastructure, with all associated appurtenances, appliances, and fittings (collectively, "City Facilities"); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("City's Agents"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any

emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "**Grantor's Agents**"), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easements, subject to **Section 4** (Exclusive Use Areas) below and the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities.

b. Grantor shall not use the Easement Area for the erection of any improvement that will damage, interfere with, or endanger the proper use, function, maintenance, repair or replacement of any of City Facilities without prior written authorization by the director of the affected City department.

c. In the event that Grantor elects to construct and maintain fences on or around the Easement Area, Grantor shall provide for City's immediate right of access to the Easement Area without prior notice or authorization to Grantor. Fence design, location, and construction method for any fence that Grantor locates on or over City Facilities shall require City's prior written consent.

d. Grantor may plant low shrubs in the Easement Area, provided that their roots or underground growth shall not have the potential to damage City Facilities. Grantor shall not plant trees or plants with invasive roots in the Easement Area except in movable planters.

e. Grantor shall not use allow the Easement Area to be designated as the sole accessible path of travel.

3. City's Use of the Easement.

a. City's rights under this Agreement may be exercised by City's Agents.

b. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor's Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City's discretion. City may elect to repair such damage at Grantor's cost, or may elect to witness Grantor's repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor's Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) days of receiving an invoice.

c. Except as stated in **Section 4** (Exclusive Use Areas) below, prior to commencing any Major Work, as defined below, City shall provide Grantor with at least sixty

(60) days' prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, City will provide Grantor with at least fifteen (15) days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, City shall not be obligated to provide Grantor with any notice. The term "**Major Work**" means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term "**Ordinary Maintenance and Repair**" means work in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

d. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Deed.

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 3 (Grantor's Reserved Rights). In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

f. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City or to paving of private roads that exist at the time the Easement is accepted.

g. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this **Section 3(g)** shall survive the expiration and termination of this Easement.

4. Exclusive Use Areas

a. The Switchyard Area is described and depicted in attached Exhibit B; it is within the larger area described in Exhibit A-J. It is intended to encompass the footprint of any above- or below-ground infrastructure, facilities, and ancillary improvements (including, but not limited to, wires, conduits, controls, pads and foundational structures) installed, all of which City may enclose and define with a fence.

b. The Pump Station Area is described and depicted in attached Exhibit C; it is within the area described in Exhibit A-J. It is intended to encompass the footprint of any above- or below-ground infrastructure, facilities, and ancillary improvements (including, but not limited to pumps, pipes, vents, controls, pads and foundational structures) installed, all of which City may enclose and define with a fence.

c. Together, the Switchyard Area and the Pump Station Area defined in this Section 4 constitute the “**Exclusive Use Areas**.” Grantor may not grant rights to a third party within the Exclusive Use Areas without City’s prior written consent. Grantor may not enter or otherwise use the Exclusive Use Areas without City’s prior written consent. City has no obligation to inform Grantor of any work by or on behalf of City within the Exclusive Use Areas. Grantor and City agree that Exhibits B and C may be corrected as required to encompass the area described in this Section 4, without further legislative action by either party. Such correction will be memorialized in a recorded “Memorandum of Correction (Switch Yard Area)” or “Memorandum of Correction (Pump Station Area),” as applicable, executed by Grantor and City.

5. Condition of Easement Area. City accepts its rights in the Easement Area in its current “as is” condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Deed (as, for example, where a party is permitted or required to “notify” the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 6. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Shute, Mihaly & Weinberger, LLP 396 Hayes St.

San Francisco, CA 94102
Attn: Gabriel Ross

If to City, to: San Francisco Public Utilities Commission
General Manager
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102

with copies to: San Francisco Municipal Transportation Agency
Director of Property
1 South Van Ness Avenue
San Francisco, CA 94103

San Francisco Public Utilities Commission
Real Estate Director
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

San Francisco Real Estate Division
Real Estate Director
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton R. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance Team

7. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Deed, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph shall be deemed abandonment of the Easement.

8. Exhibits. The exhibits referenced in and attached to this Easement Deed are incorporated into and made a part of this Easement Deed. TIDA and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, TIDA and City agree to work together in good faith to amend and restate this Easement Deed as needed to reflect the area required for the utilities as actually installed.

The conditions and covenants contained in this Easement Deed shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors and assigns.

Executed as of this 29th day of March, 2018.

GRANTOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY
a California nonprofit public benefit corporation

By: 

Name: Robert Beck

Title: Treasure Island Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Francisco)

On 3-29-18 before me, Lauren Skellen, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert P. Beck
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney



By: Charles Sullivan, Deputy City Attorney

EXHIBIT A

[Exhibits A-D, A-J, A-T]

Description and Plat of Easement Areas

EXHIBIT A-D



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

**EXHIBIT D
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 24 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the common Lot corner to Lot 24, Parcel SPT1.6 and on the southerly line of Lot 19 as shown on said map (see sheet 12 of 16), said point being the **TRUE POINT OF BEGINNING** of this description;

Thence along the common line between said Lot 24 and Lot 19, North $75^{\circ}19'29''$ East, 5.26 feet;

Thence leaving said common line, South $54^{\circ}52'19''$ East, 35.11 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 85.00 feet, through a central angle of $16^{\circ}05'48''$, for an arc length of 23.88 feet;

Thence South $70^{\circ}58'07''$ East, 443.16 feet;

Thence South $79^{\circ}08'39''$ East, 12.66 feet to the common line between said Parcel SPT1.6 and Lot 24 as shown on said map and the beginning of a non-tangent curve concave northeasterly, whose radius point bears North $00^{\circ}23'37''$ West;

Thence northwesterly along said common line the following two courses:

1. Along a curve having a radius of 569.25 feet, through a central angle of $03^{\circ}45'23''$, for an arc length of 37.32 feet to the beginning of a non-tangent curve concave northeasterly, whose radius point bears North $03^{\circ}50'03''$ East;
2. Along said curve having a radius of 865.83 feet, through a central angle of $06^{\circ}36'02''$, for an arc length of 99.74 feet;

Thence leaving said common line, North $70^{\circ}58'07''$ West, 199.77 feet to the beginning of a non-tangent curve concave northeasterly on last said common line, whose radius point bears North $26^{\circ}42'10''$ East;

Thence along said common line, along a curve having a radius of 1,175.47 feet, through a central angle of $09^{\circ}12'45''$, for an arc length of 189.00 feet to the **TRUE POINT OF BEGINNING**.



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

Containing 10,830 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/13/2017
Date

END OF DESCRIPTION

12-13-17
 PLOTTED BY: robb

LOT 19
(FINAL TRANSFER)
(MAP NO. 8674)

LOT "S"
(FINAL TRANSFER)
(MAP NO. 8674)

LOT 24
(FINAL TRANSFER)
(MAP NO. 8674)

YERBA BUENA ROAD - LOT "X"

TRUE
POINT OF
BEGINNING

1"=100'

N75°19'29"E
5.26'
S54°52'19"E
35.11'

117.87'

R=85.00' L=23.88'
Δ=16°05'48"

R=1175.47' L=189.00'
Δ=9°12'45"

N26°42'10"E(R)

PARCEL SPT1.6
(ROS 8639)

N70°58'07"W
199.77'

R=865.83' L=99.74'
Δ=6°36'02"

N03°50'03"E(R)

R=569.25' L=37.32'
Δ=3°45'23"



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

EASEMENT AREA 
10,830 SQ.FT.±



ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT D
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140015
By DCJ Date 12/13/17 Chkd. AMC
SHEET 3 OF 3

EXHIBIT A-J



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

**EXHIBIT J
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey Map No. 8639, recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING on the common line of Lot V (Maçalla Road) and Parcel SPT1.6 of that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County (see sheet 16 of 16), at the westerly terminus of that certain course shown as "N66°36'20"E, 81.38 feet";

Thence along said common, North 66°36'20" East, 56.05 feet;

Thence leaving said common line, North 19°12'33" West, 147.23 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North 33°53'53" East;

Thence northerly along said curve having a radius of 39.00 feet, through a central angle of 135°17'13", for an arc length of 92.09 feet;

Thence North 79°11'06" East, 22.69 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 535.00 feet, through a central angle of 06°38'44", for an arc length of 62.05 feet;

Thence North 85°49'50" East, 143.97 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6 and the **TRUE POINT OF BEGINNING** of this description;

Thence leaving last said common line, North 85°49'50" East, 16.76 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 30.00 feet, through a central angle of 128°12'06", for an arc length of 67.13 feet to a point hereafter known as **Point A**;

Thence North 42°22'16" West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 135.00 feet, through a central angle of 65°50'28", for an arc length of 155.13 feet;



Thence northeasterly, 146.89 feet along a compound curve to the right having a radius of 731.00 feet and a central angle of $11^{\circ}30'48''$;

Thence northeasterly, 198.93 feet along a compound curve to the right having a radius of 235.00 feet and a central angle of $48^{\circ}30'06''$;

Thence North $83^{\circ}29'05''$ East, 105.12 feet;

Thence North $72^{\circ}42'47''$ East, 107.01 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $06^{\circ}30'55''$ East;

Thence easterly along said curve having a radius of 520.00 feet, through a central angle of $07^{\circ}22'09''$, for an arc length of 66.88 feet;

Thence North $04^{\circ}00'10''$ West, 19.71 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6, as shown on said Record of Survey Map No. 8639 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $02^{\circ}42'04''$ East;

Thence easterly along said common line and said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}23'17''$, for an arc length of 25.03 feet;

Thence leaving said common line, South $04^{\circ}00'10''$ East, 21.10 feet;

Thence South $88^{\circ}09'52''$ East, 119.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 120.00 feet, through a central angle of $12^{\circ}45'05''$, for an arc length of 26.71 feet;

Thence North $05^{\circ}13'23''$ West, 11.49 feet to said common line between Parcel N1.3.R5 and SPT1.6 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $13^{\circ}45'43''$ West;

Thence easterly along said common line and along said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}32'35''$, for an arc length of 26.65 feet;

Thence leaving said common line, South $05^{\circ}13'23''$ East, 39.75 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $35^{\circ}49'28''$ West;

Thence southeasterly along said curve having a radius of 100.00 feet, through a central angle of $16^{\circ}36'20''$, for an arc length of 28.98 feet;



Thence South $37^{\circ}34'12''$ East, 100.22 feet to the common line of said Parcel N1.3.R5 and Parcel 62734-2 as shown on said Record of Survey Map No. 8639, and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $43^{\circ}02'42''$ East;

Thence southwesterly along last said common line and along said curve having a radius of 3,021.67 feet, through a central angle of $00^{\circ}34'18''$, for an arc length of 30.15 feet;

Thence leaving said common line, North $37^{\circ}34'12''$ West, 103.25 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $25^{\circ}32'27''$, for an arc length of 31.20 feet;

Thence South $26^{\circ}53'21''$ West, 7.50 feet to the beginning of a non-tangent curve concave Southerly, whose radius point bears South $26^{\circ}53'21''$ West;

Thence westerly along said curve having a radius of 62.50 feet, through a central angle of $25^{\circ}03'13''$, for an arc length of 27.33 feet;

Thence North $88^{\circ}09'52''$ West, 35.84 feet;

Thence North $01^{\circ}50'08''$ East, 7.50 feet;

Thence North $88^{\circ}09'52''$ West, 67.84 feet;

Thence South $02^{\circ}04'45''$ East, 33.13 feet;

Thence South $87^{\circ}55'15''$ West, 60.00 feet;

Thence North $02^{\circ}04'46''$ West, 36.39 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $01^{\circ}35'59''$ East;

Thence westerly along said curve having a radius of 470.00 feet, through a central angle of $03^{\circ}55'37''$, for an arc length of 32.21 feet;

Thence South $02^{\circ}04'46''$ East, 23.38 feet;

Thence South $88^{\circ}12'49''$ West, 14.09 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North $89^{\circ}02'37''$ East;

Thence southerly along said curve having a radius of 461.40 feet, through a central angle of $32^{\circ}32'18''$, for an arc length of 262.03 feet;



Thence South $71^{\circ}13'28''$ East, 67.87 feet to said common line between N1.3.R5 and Parcel 62734-2 and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $48^{\circ}30'43''$ East;

Thence southwesterly along said common line and along said curve having a radius of 3,033.80 feet, through a central angle of $00^{\circ}30'39''$, for an arc length of 27.05 feet;

Thence leaving said common line, North $71^{\circ}13'28''$ West, 21.87 feet;

Thence South $39^{\circ}01'52''$ East, 2.02 feet;

Thence South $66^{\circ}28'53''$ West, 50.66 feet;

Thence South $23^{\circ}40'14''$ East, 4.04 feet;

Thence South $66^{\circ}19'46''$ West, 3.02 feet;

Thence South $23^{\circ}56'02''$ East, 0.54 feet;

Thence South $66^{\circ}03'58''$ West, 3.02 feet;

Thence North $24^{\circ}18'21''$ West, 4.60 feet;

Thence South $66^{\circ}28'53''$ West, 8.81 feet;

Thence South $23^{\circ}31'07''$ East, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 5.75 feet;

Thence North $23^{\circ}31'07''$ West, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 7.82 feet;

Thence South $23^{\circ}40'14''$ East, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 19.50 feet;

Thence North $23^{\circ}40'14''$ West, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 100.60 feet;

Thence South $79^{\circ}04'50''$ West, 122.42 feet;

Thence South $02^{\circ}28'01''$ West, 9.69 feet;



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

Thence North 87°31'59" West, 19.50 feet;

Thence North 02°28'01" East, 8.50 feet;

Thence North 87°31'59" West, 6.00 feet;

Thence South 02°28'01" West, 4.04 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence South 02°28'01" West, 0.56 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence North 02°05'42" East, 4.60 feet;

Thence North 87°32'26" West, 6.00 feet;

Thence South 02°28'01" West, 3.75 feet;

Thence North 87°31'59" West, 5.75 feet;

Thence North 02°28'01" East, 3.75 feet;

Thence North 87°31'59" West, 87.15 feet;

Thence South 21°07'49" West, 30.68 feet;

Thence North 68°21'49" West, 14.47 feet to the beginning of a non-tangent curve concave northwesterly, whose radius point bears North 80°08'21" West;

Thence southwesterly along said curve having a radius of 60.00 feet, through a central angle of 66°36'46", for an arc length of 69.76 feet to the common line of said SPT1.6 and Parcel N1.3.R5 and the beginning of a non-tangent curve concave northeasterly, whose radius point bears North 39°41'32" East;

Thence northwesterly along said curve having a radius of 290.26 feet, through a central angle of 07°47'32", for an arc length of 39.48 feet to the **TRUE POINT OF BEGINNING** of this description.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

Containing 4.635 acres, more or less.



Excepting therefrom **EXCEPTION AREA 1** and **EXCEPTION AREA 2** as described below:

EXCEPTION AREA 1

BEGINNING at said **Point A**;

Thence North $47^{\circ}37'44''$ East, 30.00 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North $42^{\circ}22'16''$ West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 105.00 feet, through a central angle of $65^{\circ}50'28''$, for an arc length of 120.66 feet to the beginning of a compound curve;

Thence along said curve having a radius of 701.00 feet, through a central angle of $11^{\circ}30'48''$, for an arc length of 140.86 feet to the beginning of a compound curve;

Thence along said curve having a radius of 205.00 feet, through a central angle of $48^{\circ}30'06''$, for an arc length of 173.54 feet;

Thence North $83^{\circ}29'05''$ East, 3.90 feet to a point hereafter known as **Point B**;

Thence South $07^{\circ}27'43''$ East, 2.97 feet;

Thence South $49^{\circ}06'31''$ East, 3.43 feet;

Thence South $40^{\circ}53'29''$ West, 6.00 feet;

Thence South $49^{\circ}06'31''$ East, 3.00 feet;

Thence North $40^{\circ}53'29''$ East, 6.00 feet;

Thence South $49^{\circ}06'31''$ East, 113.49 feet;

Thence South $01^{\circ}39'59''$ West, 188.82 feet;

Thence South $23^{\circ}31'07''$ East, 73.85 feet;

Thence South $66^{\circ}28'53''$ West, 1.91 feet;

Thence South $79^{\circ}04'50''$ West, 121.86 feet;



Thence North $87^{\circ}31'59''$ West, 162.29 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $48^{\circ}34'34''$ West;

Thence northwesterly along said curve having a radius of 60.00 feet, through a central angle of $00^{\circ}56'50''$, for an arc length of 0.99 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.091 acres, more or less.

EXCEPTION AREA 2

BEGINNING at said **Point B**;

Thence North $83^{\circ}29'05''$ East, 31.28 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North $83^{\circ}29'05''$ East, 103.81 feet;

Thence South $06^{\circ}29'24''$ East, 8.00 feet;

Thence North $83^{\circ}27'44''$ East, 39.93 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears South $89^{\circ}33'23''$ East;

Thence southerly along said curve having a radius of 486.40 feet, through a central angle of $35^{\circ}45'03''$, for an arc length of 303.50 feet;

Thence South $66^{\circ}28'53''$ West, 137.75 feet;

Thence North $23^{\circ}31'07''$ West, 68.26 feet;

Thence North $01^{\circ}39'59''$ East, 195.09 feet;

Thence North $49^{\circ}06'31''$ West, 112.84 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.756 acres, more or less.

Containing a Net Area of 1.788 acres, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of



**ENGINEERS
SURVEYORS
PLANNERS**

**100+
YEARS**

December 13, 2017
Project No. 20140015-50

Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/13/2017
Date

END OF DESCRIPTION

ABBREVIATIONS

(R) RADIAL BEARING
 AC ACRES
 TPOB TRUE POINT OF BEGINNING

EASEMENT AREA
 NET 1.788 AC±

SEE SHEET 9

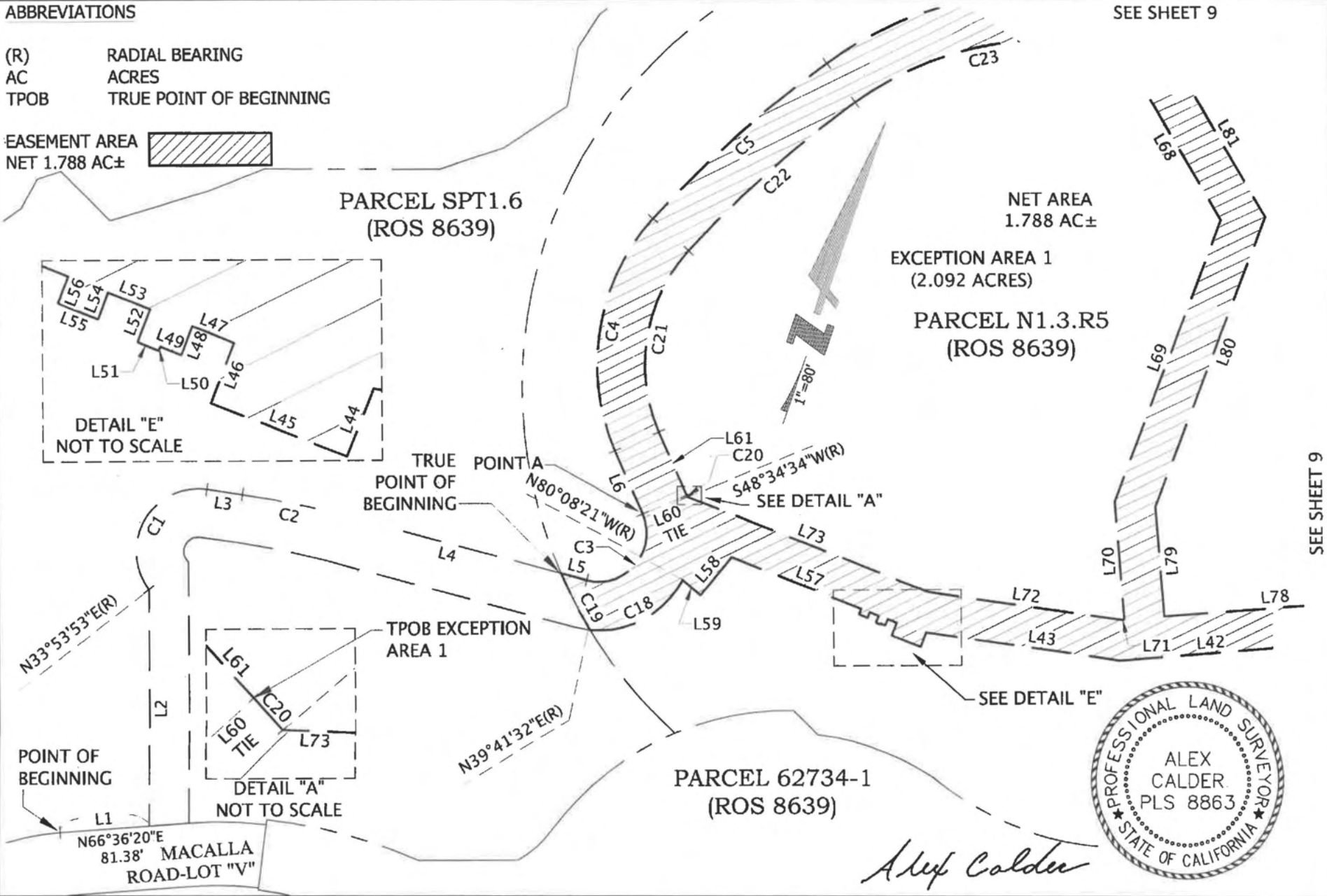
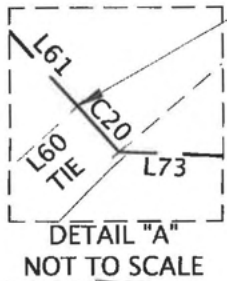
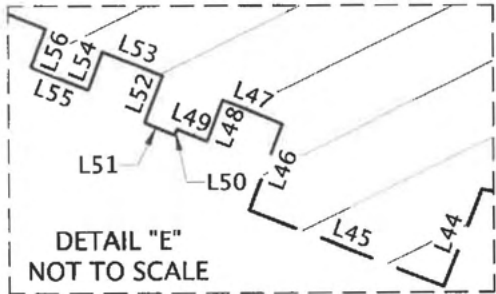
PARCEL SPT1.6
 (ROS 8639)

NET AREA
 1.788 AC±

EXCEPTION AREA 1
 (2.092 ACRES)

PARCEL N1.3.R5
 (ROS 8639)

PARCEL 62734-1
 (ROS 8639)



POINT OF BEGINNING
 N66°36'20"E
 81.38' MACALLA
 ROAD-LOT "V"

TRUE POINT A
 POINT OF BEGINNING
 N80°08'21"W(R)
 SEE DETAIL "A"

TPOB EXCEPTION
 AREA 1

SEE DETAIL "E"

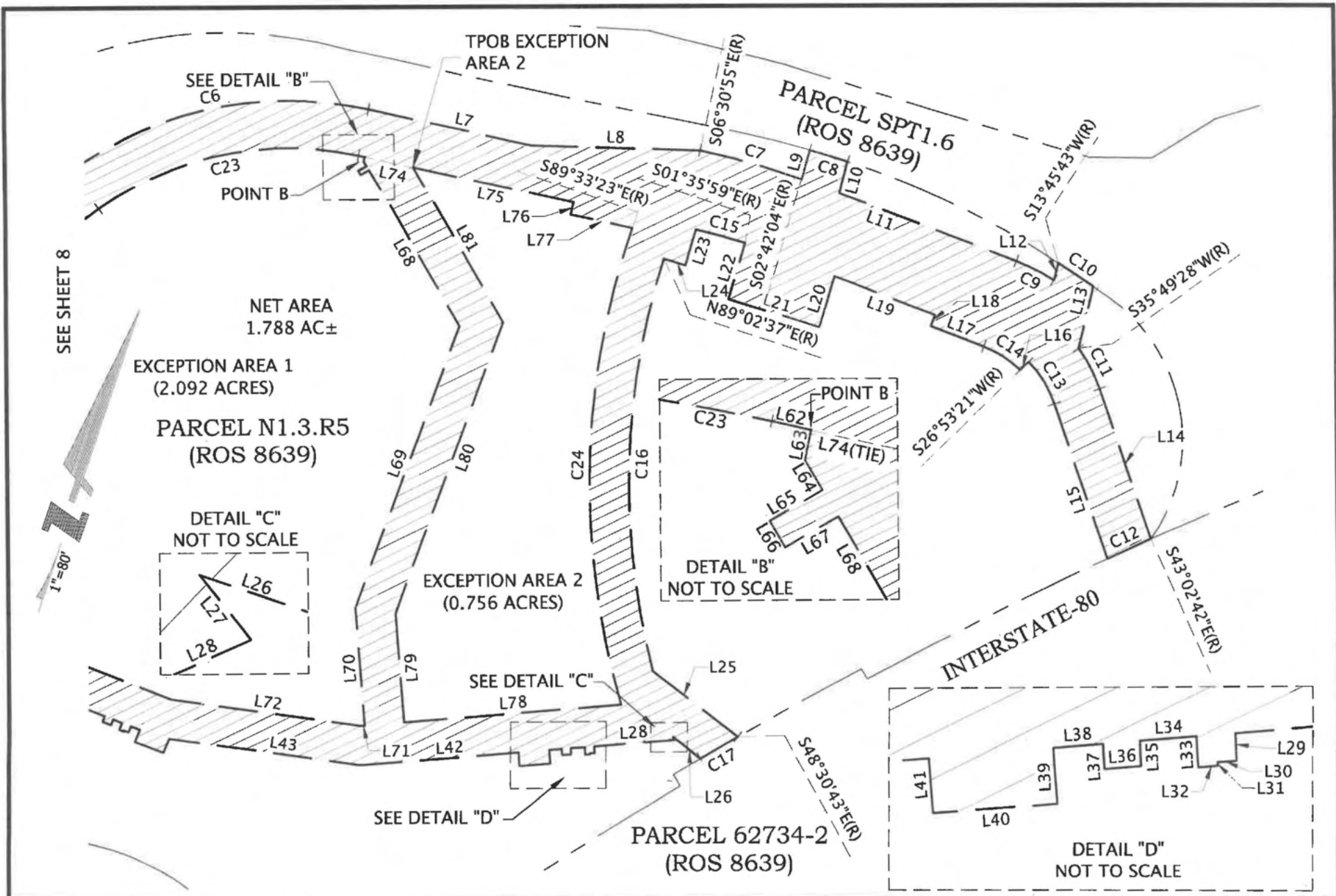


Alex Calder



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd AMC
 SHEET 9 OF 12



255 SHORELINE DR
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Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd AMC
 SHEET 10 OF 12

Curve Table			
Curve #	Length	Radius	Delta
C1	92.09	39.00	135°17'13"
C2	62.05	535.00	6°38'44"
C3	67.13	30.00	128°12'06"
C4	155.13	135.00	65°50'28"
C5	146.89	731.00	11°30'48"
C6	198.93	235.00	48°30'06"
C7	66.88	520.00	7°22'09"
C8	25.03	600.46	2°23'17"
C9	26.71	120.00	12°45'05"
C10	26.65	600.46	2°32'35"
C11	28.98	100.00	16°36'20"
C12	30.15	3021.67	0°34'18"
C13	31.20	70.00	25°32'27"
C14	27.33	62.50	25°03'13"
C15	32.21	470.00	3°55'37"
C16	262.03	461.40	32°32'18"
C17	27.05	3033.80	0°30'39"
C18	69.76	60.00	66°36'46"
C19	39.48	290.26	7°47'32"
C20	0.99	60.00	0°56'50"

Curve Table			
Curve #	Length	Radius	Delta
C21	120.66	105.00	65°50'28"
C22	140.86	701.00	11°30'48"
C23	173.54	205.00	48°30'06"
C24	303.50	486.40	35°45'03"



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Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 11 OF 12

Line Table		
Line #	Direction	Length
L1	N66°36'20"E	56.05
L2	N19°12'33"W	147.23
L3	N79°11'06"E	22.69
L4	N85°49'50"E	143.97
L5	N85°49'50"E	16.76
L6	N42°22'16"W	43.49
L7	N83°29'05"E	105.12
L8	N72°42'47"E	107.01
L9	N04°00'10"W	19.71
L10	S04°00'10"E	21.10
L11	S88°09'52"E	119.38
L12	N05°13'23"W	11.49
L13	S05°13'23"E	39.75
L14	S37°34'12"E	100.22
L15	N37°34'12"W	103.25
L16	S26°53'21"W	7.50
L17	N88°09'52"W	35.84
L18	N01°50'08"E	7.50
L19	N88°09'52"W	67.84
L20	S02°04'45"E	33.13
L21	S87°55'15"W	60.00

Line Table		
Line #	Direction	Length
L22	N02°04'46"W	36.39
L23	S02°04'46"E	23.38
L24	S88°12'49"W	14.09
L25	S71°13'28"E	67.87
L26	N71°13'28"W	21.87
L27	S39°01'52"E	2.02
L28	S66°28'53"W	50.66
L29	S23°40'14"E	4.04
L30	S66°19'46"W	3.02
L31	S23°56'02"E	0.54
L32	S66°03'58"W	3.02
L33	N24°18'21"W	4.60
L34	S66°28'53"W	8.81
L35	S23°31'07"E	3.75
L36	S66°28'53"W	5.75
L37	N23°31'07"W	3.75
L38	S66°28'53"W	7.82
L39	S23°40'14"E	8.50
L40	S66°28'53"W	19.50
L41	N23°40'14"W	8.50
L42	S66°28'53"W	100.60

Line Table		
Line #	Direction	Length
L43	S79°04'50"W	122.42
L44	S02°28'01"W	9.69
L45	N87°31'59"W	19.50
L46	N02°28'01"E	8.50
L47	N87°31'59"W	6.00
L48	S02°28'01"W	4.04
L49	N87°31'59"W	3.02
L50	S02°28'01"W	0.56
L51	N87°31'59"W	3.02
L52	N02°05'42"E	4.60
L53	N87°32'26"W	6.00
L54	S02°28'01"W	3.75
L55	N87°31'59"W	5.75
L56	N02°28'01"E	3.75
L57	N87°31'59"W	87.15
L58	S21°07'49"W	30.68
L59	N68°21'49"W	14.47
L60	N47°37'44"E	30.00
L61	N42°22'16"W	43.49
L62	N83°29'05"E	3.90
L63	S07°27'43"E	2.97

Line Table		
Line #	Direction	Length
L64	S49°06'31"E	3.43
L65	S40°53'29"W	6.00
L66	S49°06'31"E	3.00
L67	N40°53'29"E	6.00
L68	S49°06'31"E	113.49
L69	S01°39'59"W	188.82
L70	S23°31'07"E	73.85
L71	S66°28'53"W	1.91
L72	S79°04'50"W	121.86
L73	N87°31'59"W	162.29
L74	N83°29'05"E	31.28
L75	N83°29'05"E	103.81
L76	S06°29'24"E	8.00
L77	N83°27'44"E	39.93
L78	S66°28'53"W	137.75
L79	N23°31'07"W	68.26
L80	N01°39'59"E	195.09
L81	N49°06'31"W	112.84



255 SHORELINE DR
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 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 12 OF 12

EXHIBIT A-T



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 14, 2017
Project No. 20140015-50

**EXHIBIT T
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 24 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 24, as shown on said map (see sheet 13 of 16);

Thence along the easterly line of said Lot 24 as shown on said map, South 05°22'32" East, 67.27 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence continuing along said easterly line of said Lot 24, South 05°22'32" East, 8.68 feet to the southeasterly corner of said Lot 24 and the beginning of a non-tangent curve concave northwesterly, whose radius point bears North 30°01'15" West;

Thence westerly along the southerly line of said Lot 24 and along said curve having a radius of 569.25 feet, through a central angle of 23°32'44", for an arc length of 233.93 feet;

Thence leaving said southerly line North 10°51'21" East, 81.64 feet to the beginning of a non-tangent curve concave northerly, whose radius point bears North 13°01'18" East;

Thence easterly along said curve having a radius of 346.00 feet, through a central angle of 18°23'49", for an arc length of 111.10 feet;

Thence North 84°37'28" East, 76.01 feet;

Thence North 85°27'32" East, 18.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 9,888 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

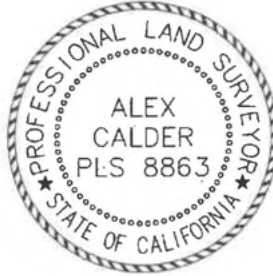


December 14, 2017
Project No. 20140015-50

A plat showing the above described parcel is attached hereto and made a part hereof.

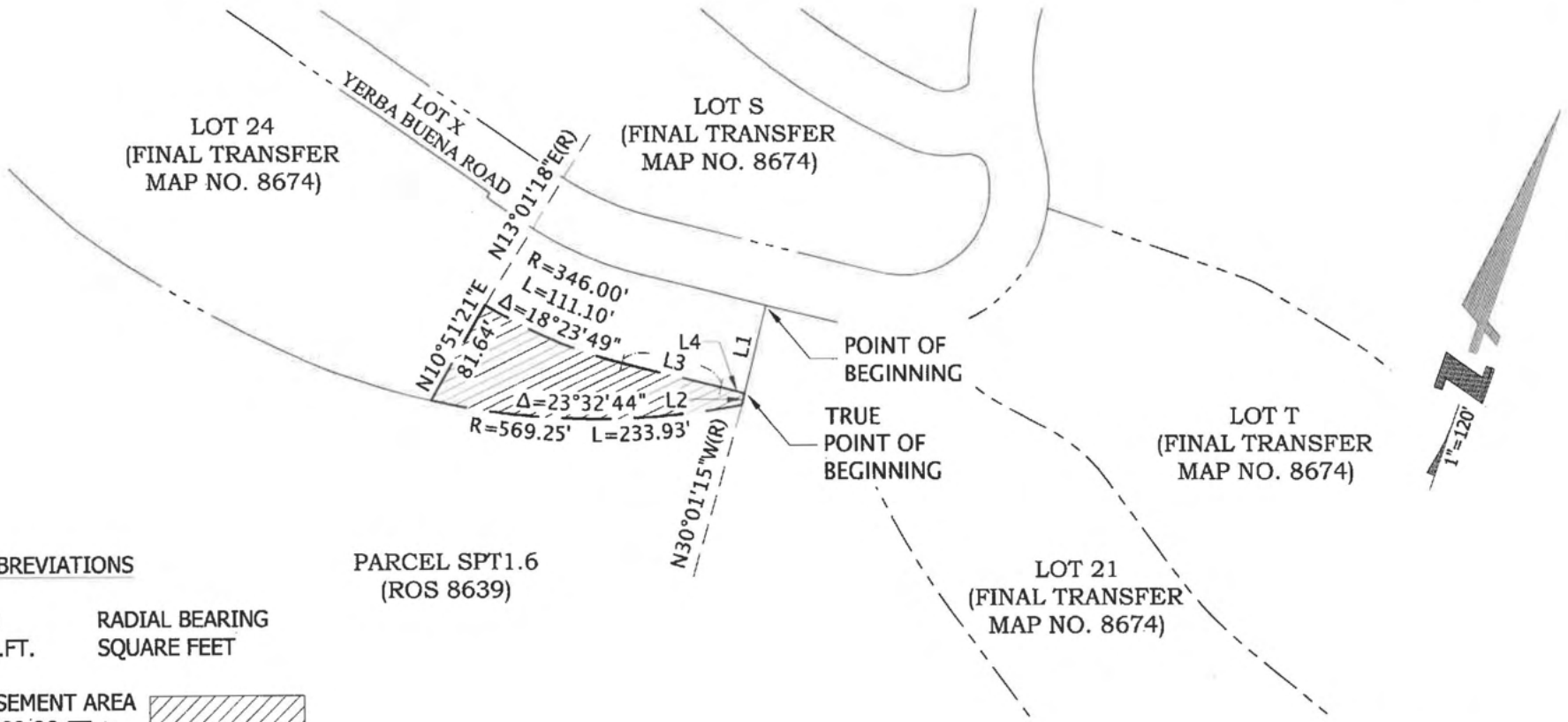
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/14/2017
Date

END OF DESCRIPTION



ABBREVIATIONS

(R) RADIAL BEARING
 SQ.FT. SQUARE FEET

EASEMENT AREA 
 9,888 SQ.FT.±

Line Table		
Line #	Direction	Length
L1	S05°22'32"E	67.27
L2	S05°22'32"E	8.68
L3	N84°37'28"E	76.01
L4	N85°27'32"E	18.42

PARCEL SPT1.6
 (ROS 8639)



Alex Calder



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT T
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/14/17 Chkd AMC
 SHEET 3 OF 3

EXHIBIT B

Description and Plat of Switch Yard Area



**ENGINEERS
SURVEYORS
PLANNERS**

**100+
YEARS**

March 26, 2018
Project No. 20140015-50

**EXHIBIT 1
LEGAL DESCRIPTION**

EXCLUSIVE USE EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey No. 8639 recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING at the westerly end of that curve labeled as, "R=600.46' Δ =23°51'30" L=250.03'", said point being on the common line of said Parcel N1.3.R5 and Parcel SPT1.6 as shown on said map (see sheet 21 of 22), said point being the beginning of a curve to the right, whose radius point bears South 07°16'27" East;

Thence along said common line and easterly along said curve having a radius of 600.46 feet, through a central angle of 02°08'41", for an arc length of 22.48 feet;

Thence leaving said common line South 05°07'46" East, 64.21 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 85°26'24" East, 0.58 feet;

Thence North 85°50'48" East, 31.05 feet;

Thence North 87°54'11" East, 10.89 feet;

Thence North 87°32'32" East, 17.50 feet;

Thence South 02°04'45" East, 41.75 feet;

Thence South 87°55'15" West, 60.00 feet;

Thence North 02°04'46" West, 40.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,481 square feet more or less.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Horizontal Datum & Reference System

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com



March 26, 2018
Project No. 20140015-50

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

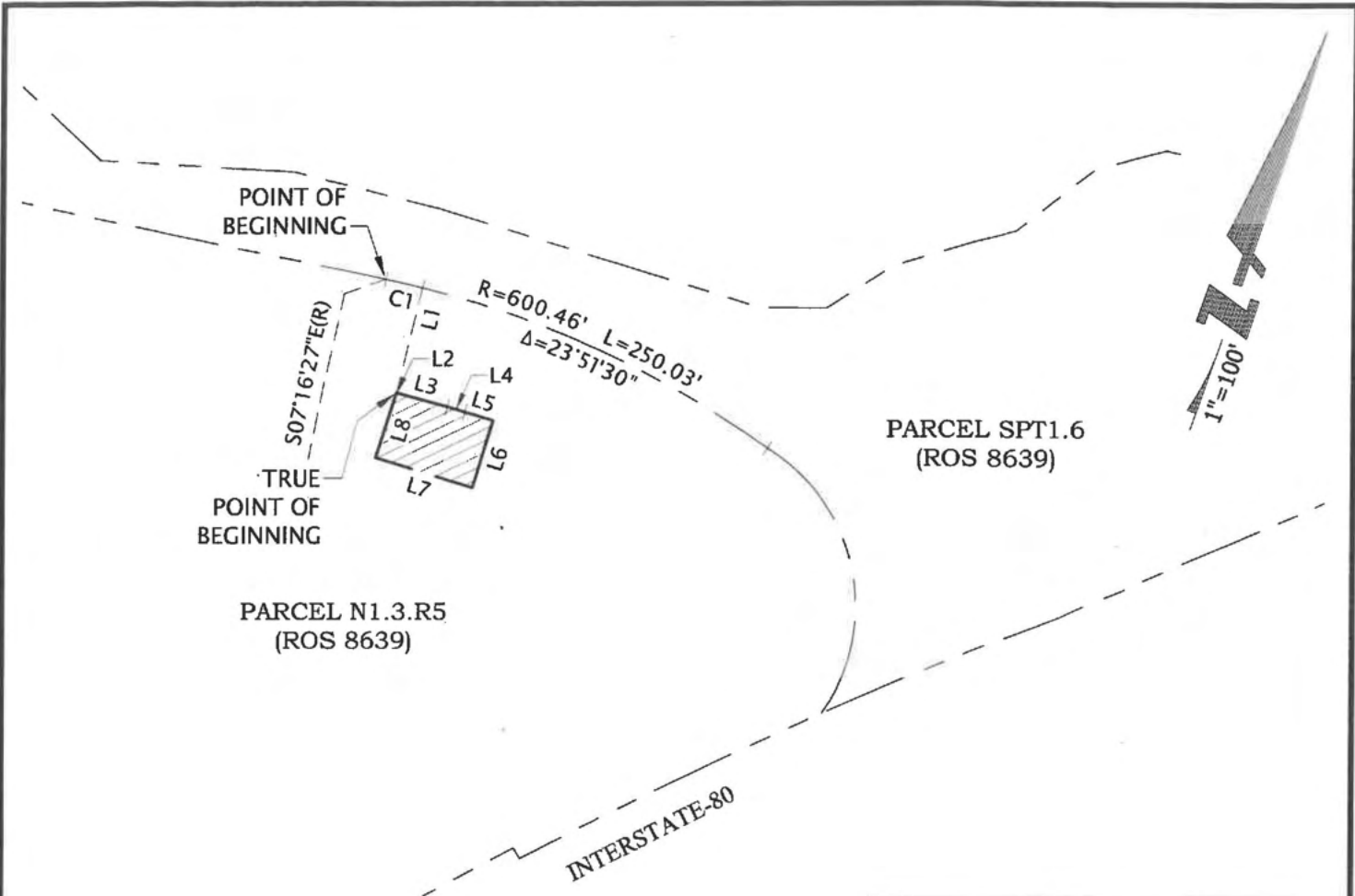
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



3/26/2018
Date

END OF DESCRIPTION



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

EASEMENT AREA 
2,481 SQ.FT.±

Curve Table			
Curve #	Length	Radius	Delta
C1	22.48	600.46	2°08'41"

Line Table		
Line #	Direction	Length
L1	S05°07'46"E	64.21
L2	N85°26'24"E	0.58
L3	N85°50'48"E	31.05
L4	N87°54'11"E	10.89
L5	N87°32'32"E	17.50
L6	S02°04'45"E	41.75
L7	S87°55'15"W	60.00
L8	N02°04'46"W	40.48



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT 1
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140015
By DCJ Date 03/26/18 Chkd AMC
SHEET 3 OF 3

PLOTTED BY: jmg

EXHIBIT C

Description and Plat of Pump Station Area



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

March 26, 2018
Project No. 20140015-50

**EXHIBIT 2
LEGAL DESCRIPTION**

EXCLUSIVE USE EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey No. 8639 recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING at the westerly end of that curve labeled as, "R=600.46' Δ =23°51'30" L=250.03'", said point being on the common line of said Parcel N1.3.R5 and Parcel SPT1.6 as shown on said map (see sheet 21 of 22), said point being the beginning of a curve to the right, whose radius point bears South 07°16'27" East;

Thence along said common line and easterly along said curve having a radius of 600.46 feet, through a central angle of 15°48'22", for an arc length of 165.65 feet;

Thence leaving said common line South 08°31'55" West, 58.71 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence South 85°02'21" East, 19.80 feet;

Thence South 83°31'46" East, 22.45 feet;

Thence South 77°51'50" East, 17.71 feet;

Thence South 73°36'46" East, 7.82 feet;

Thence South 69°44'54" East, 1.72 feet;

Thence South 26°53'21" West, 15.25 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South 26°53'21" West;

Thence westerly along said curve having a radius of 62.50 feet, through a central angle of 25°03'13", for an arc length of 27.33 feet;

Thence North 88°09'52" West, 35.84 feet;

Thence North 01°50'08" East, 16.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 979 square feet more or less.

A plat showing the above described parcel is attached hereto and made a part hereof.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com



March 26, 2018
Project No. 20140015-50

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

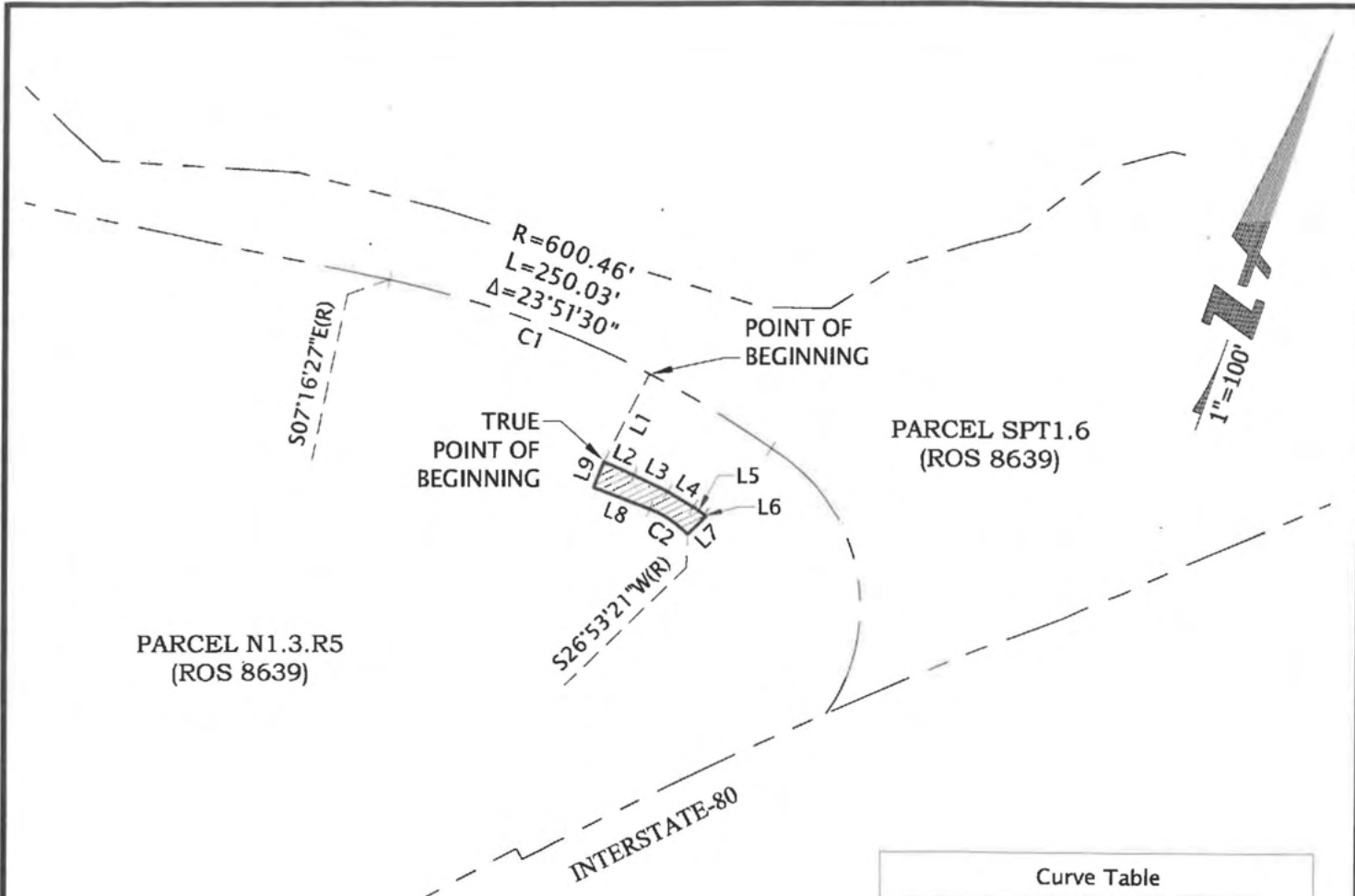
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



3/26/2018
Date

END OF DESCRIPTION



Curve Table			
Curve #	Length	Radius	Delta
C1	165.65	600.46	15°48'22"
C2	27.33	62.50	25°03'13"

Line Table		
Line #	Direction	Length
L1	S08°31'55"W	58.71
L2	S85°02'21"E	19.80
L3	S83°31'46"E	22.45
L4	S77°51'50"E	17.71
L5	S73°36'46"E	7.82
L6	S69°44'54"E	1.72
L7	S26°53'21"W	15.25
L8	N88°09'52"W	35.84
L9	N01°50'08"E	16.51



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
 SQ.FT. SQUARE FEET

EASEMENT AREA
 979 SQ.FT.±



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT 2
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 03/26/18 Chkd AMC
 SHEET 3 OF 3

PLOTTED BY: jmg

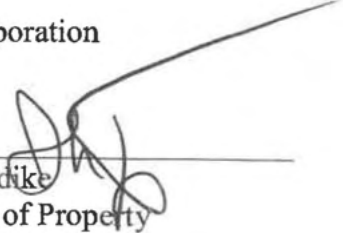
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Deed, dated March 29, 2018, is hereby accepted pursuant to Board of Supervisors' ^{Ordinance} ~~Motion~~ No. 95-11, approved ~~April 10, 2018~~ ^{JUNE 18, 2018}, and the City consents to recordation thereof by its duly authorized officer.

Dated: April 17, 2018

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

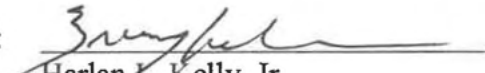
By:


John Updike
Director of Property

RECOMMENDED:

San Francisco Public Utilities Commission


By:


Harlan L. Kelly, Jr.
General Manager

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By:


Shari Geller Diamant
Deputy City Attorney

RECOMMENDED:


San Francisco Municipal Transportation Agency

By:


Ed Reiskin
Director of Transportation

APPROVED LEGAL DESCRIPTION:

By:


Bruce R. Storrs
City and County Surveyor

NO RECORDING FEE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

**CONFORMED COPY of document recorded
04/19/2018, 2018K602958**

on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

[Space Above for Recorder's Use]

Assessor's Block ("A.B.") 1939, Lots 087, 090, 091
Portions of Yerba Buena Island

EASEMENT DEED

(Public Utility Easement, Non-ROW, Non-City Facilities on Land Subject to Future Trust Exchange)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement, free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"), which shall be referred to hereafter as the "**Easement**." The Easement Area is uplands, presently free of the public trust for navigation, commerce, and fisheries ("**Trust**"). Pursuant to the Compromise Title Settlement and Land Exchange Agreement for Treasure Island and Yerba Buena Island, recorded in the Official Records of the City and County of San Francisco on January 14, 2015 as Document number 2015-K005565, TIDA intends to undertake future "**Trust Exchange**" conveyances that will impress the Trust on the Easement Area. This Easement predates any such conveyances and the Easement Area will remain free of the Trust after the Trust Exchange. Public utilities using the Easement are referred to herein as "**Utility**" or "**Utilities**."

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right **(a)** to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at Utilities' option, within the Easement Area, Utility facilities, which include certain street-related infrastructure with all associated appurtenances, appliances, and fittings (collectively, "**Utility Facilities**"); **(b)** for underground facilities, to excavate to access Utility Facilities from the surface of the ground; **(c)** of ingress and egress for Utilities and their representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and **(d)** to place temporary facilities and equipment above ground when needed

in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "**Grantor's Agents**"), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easements, subject to **Section 4** (Exclusive Use Areas) below and the following:

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any of the Utility Facilities.

b. Grantor shall not use the Easement Area for the erection of any improvement that will damage, interfere with, or endanger the proper use, function, maintenance, repair or replacement of any of Utility Facilities without the owning Utility's prior written authorization.

3. Utilities' Use of the Easement.

a. Utilities' rights under this Agreement may be exercised by Agents.

b. Each Utility will bear all responsibility to operate, maintain and repair its Utility Facilities at its sole cost.

c. Prior to commencing any Major Work, as defined below, Utility shall provide Grantor with at least sixty (60) days' prior written notice. Prior to commencing any Ordinary Maintenance and Repair, as defined below, that requires excavation in the Easement Area, Utility will provide Grantor with at least fifteen (15) days' prior written notice. Notwithstanding the foregoing, in the event of an emergency, Utility shall not be obligated to provide Grantor with any notice. The term "**Major Work**" means work in the Easement Area that cannot be reasonably expected to be completed within three (3) consecutive days. The term "**Ordinary Maintenance and Repair**" means work in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

d. In undertaking work within the Easement Area, Utility shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area.

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), Utility shall, at its cost, backfill the excavation and restore the surface, including paving, vegetation, and other improvements, to their condition prior to Utility's activities.

f. To the extent City is indemnified by Utilities, City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by Utility's negligence or willful misconduct (or that of Agents) in the exercise of the rights granted hereunder. Notwithstanding anything herein to the contrary, this **Section 3(f)** shall survive the expiration and termination of this Easement.

4. City's Exclusive Use Areas

a. The Switch Yard Area is described and depicted in attached Exhibit B; it is within the area described in Exhibit A-J. It is intended to encompass the footprint of any above- or below-ground infrastructure, facilities, and ancillary improvements (including, but not limited to, wires, conduits, controls, pads and foundational structures) installed, all of which City may enclose and define with a fence.

b. The Pump Station Area is described and depicted in attached Exhibit C; it is within the area described in Exhibit A-J. It is intended to encompass the footprint of any above- or below-ground infrastructure, facilities, and ancillary improvements (including, but not limited to pumps, pipes, vents, controls, pads and foundational structures) installed, all of which City may enclose and define with a fence.

c. Together, the Switch Yard Area and the Pump Station Area defined in this Section 4 constitute the "**Exclusive Use Areas.**" Utilities may not enter or otherwise use the Exclusive Use Areas without the prior written consent of the general manager of the San Francisco Public Utilities Commission. Grantor may not grant rights to a third party within the Exclusive Use Areas without City's prior written consent. Grantor may not enter or otherwise use the Exclusive Use Areas without City's prior written consent. Grantor and City agree that Exhibits B and C may be corrected as required to encompass the area described in this Section 4, without further legislative action by either party. Such correction will be memorialized in a recorded "Memorandum of Correction (Switch Yard Area)" or "Memorandum of Correction (Pump Station Area)," as applicable, executed by Grantor and City.

5. Condition of Easement Area. Utilities accept the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. Grantor and Utilities shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Deed (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 6. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to: Treasure Island Development Authority
1 Avenue of the Palms #241
San Francisco, CA 94130
Attn: Robert Beck

with a copy to Shute, Mihaly & Weinberger, LLP
396 Hayes St.
San Francisco, CA 94102
Attn: Gabriel Ross

If to City, to: San Francisco Real Estate Division
Real Estate Director
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

with a copy to: Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton R. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance Team

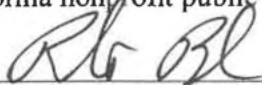
7. Exhibits. The exhibits referenced in and attached to this Easement Deed are incorporated into and made a part of this Easement Deed. TIDA and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, TIDA and City agree to work together in good faith to amend and restate this Easement Deed as needed to reflect the area required for the utilities as actually installed.

The conditions and covenants contained in this Easement Deed shall run with the land, burden the Easement Area unless terminated by written agreement of the parties or their respective successors and assigns.

Executed as of this 29th day of March, 2018.

GRANTOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY
a California nonprofit public benefit corporation

By: 
Name: Robert Beck
Title: Treasure Island Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

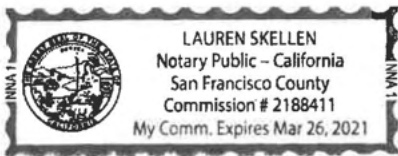
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On 3-29-18 before me, Lauren Skellen, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Robert P. Beck
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

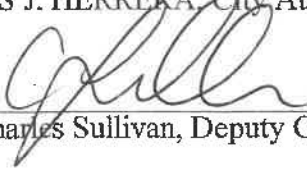
Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

A handwritten signature in black ink, appearing to read 'CSullivan', written over a horizontal line.

By: Charles Sullivan, Deputy City Attorney

EXHIBIT A

[Exhibits A-D, A-J, A-T]

Description and Plat of Easement Areas

EXHIBIT A-D



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YEARS

December 13, 2017
Project No. 20140015-50

**EXHIBIT D
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 24 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the common Lot corner to Lot 24, Parcel SPT1.6 and on the southerly line of Lot 19 as shown on said map (see sheet 12 of 16), said point being the **TRUE POINT OF BEGINNING** of this description;

Thence along the common line between said Lot 24 and Lot 19, North $75^{\circ}19'29''$ East, 5.26 feet;

Thence leaving said common line, South $54^{\circ}52'19''$ East, 35.11 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 85.00 feet, through a central angle of $16^{\circ}05'48''$, for an arc length of 23.88 feet;

Thence South $70^{\circ}58'07''$ East, 443.16 feet;

Thence South $79^{\circ}08'39''$ East, 12.66 feet to the common line between said Parcel SPT1.6 and Lot 24 as shown on said map and the beginning of a non-tangent curve concave northeasterly, whose radius point bears North $00^{\circ}23'37''$ West;

Thence northwesterly along said common line the following two courses:

1. Along a curve having a radius of 569.25 feet, through a central angle of $03^{\circ}45'23''$, for an arc length of 37.32 feet to the beginning of a non-tangent curve concave northeasterly, whose radius point bears North $03^{\circ}50'03''$ East;
2. Along said curve having a radius of 865.83 feet, through a central angle of $06^{\circ}36'02''$, for an arc length of 99.74 feet;

Thence leaving said common line, North $70^{\circ}58'07''$ West, 199.77 feet to the beginning of a non-tangent curve concave northeasterly on last said common line, whose radius point bears North $26^{\circ}42'10''$ East;

Thence along said common line, along a curve having a radius of 1,175.47 feet, through a central angle of $09^{\circ}12'45''$, for an arc length of 189.00 feet to the **TRUE POINT OF BEGINNING**.



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YEARS

Containing 10,830 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

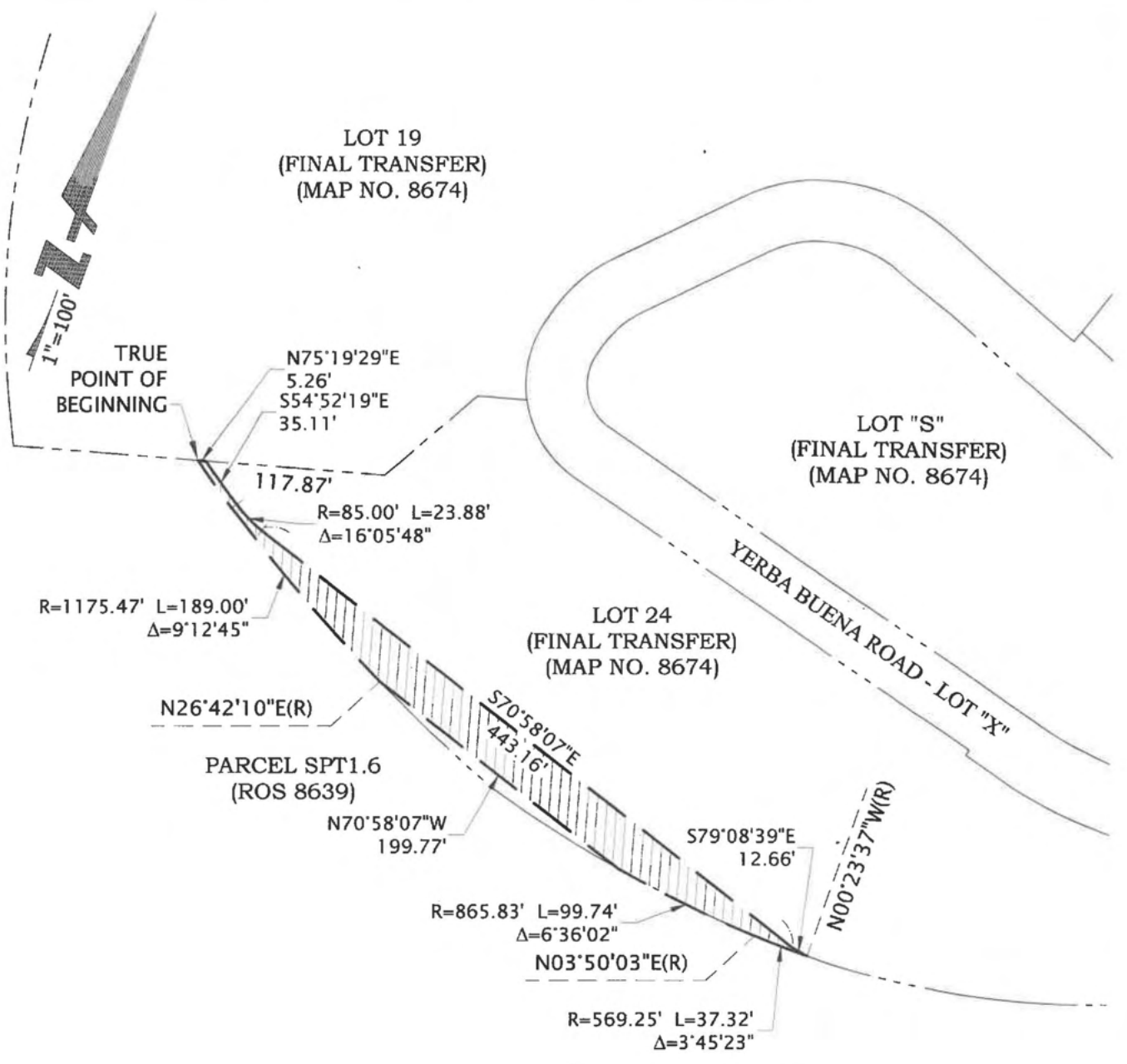
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/13/2017
Date

END OF DESCRIPTION



ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

EASEMENT AREA
10,830 SQ.FT.± 



Alex Calder



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT D
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140015
By DCJ Date 12/13/17 Chkd. AMC
SHEET 3 OF 3

12-13-17
 PLOTTED BY: robb

EXHIBIT A-J



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YEARS

December 13, 2017
Project No. 20140015-50

**EXHIBIT J
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey Map No. 8639, recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING on the common line of Lot V (Macalla Road) and Parcel SPT1.6 of that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County (see sheet 16 of 16), at the westerly terminus of that certain course shown as "N66°36'20"E, 81.38 feet";

Thence along said common, North 66°36'20" East, 56.05 feet;

Thence leaving said common line, North 19°12'33" West, 147.23 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North 33°53'53" East;

Thence northerly along said curve having a radius of 39.00 feet, through a central angle of 135°17'13", for an arc length of 92.09 feet;

Thence North 79°11'06" East, 22.69 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 535.00 feet, through a central angle of 06°38'44", for an arc length of 62.05 feet;

Thence North 85°49'50" East, 143.97 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6 and the **TRUE POINT OF BEGINNING** of this description;

Thence leaving last said common line, North 85°49'50" East, 16.76 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 30.00 feet, through a central angle of 128°12'06", for an arc length of 67.13 feet to a point hereafter known as **Point A**;

Thence North 42°22'16" West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 135.00 feet, through a central angle of 65°50'28", for an arc length of 155.13 feet;



Thence northeasterly, 146.89 feet along a compound curve to the right having a radius of 731.00 feet and a central angle of $11^{\circ}30'48''$;

Thence northeasterly, 198.93 feet along a compound curve to the right having a radius of 235.00 feet and a central angle of $48^{\circ}30'06''$;

Thence North $83^{\circ}29'05''$ East, 105.12 feet;

Thence North $72^{\circ}42'47''$ East, 107.01 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $06^{\circ}30'55''$ East;

Thence easterly along said curve having a radius of 520.00 feet, through a central angle of $07^{\circ}22'09''$, for an arc length of 66.88 feet;

Thence North $04^{\circ}00'10''$ West, 19.71 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6, as shown on said Record of Survey Map No. 8639 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $02^{\circ}42'04''$ East;

Thence easterly along said common line and said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}23'17''$, for an arc length of 25.03 feet;

Thence leaving said common line, South $04^{\circ}00'10''$ East, 21.10 feet;

Thence South $88^{\circ}09'52''$ East, 119.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 120.00 feet, through a central angle of $12^{\circ}45'05''$, for an arc length of 26.71 feet;

Thence North $05^{\circ}13'23''$ West, 11.49 feet to said common line between Parcel N1.3.R5 and SPT1.6 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $13^{\circ}45'43''$ West;

Thence easterly along said common line and along said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}32'35''$, for an arc length of 26.65 feet;

Thence leaving said common line, South $05^{\circ}13'23''$ East, 39.75 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $35^{\circ}49'28''$ West;

Thence southeasterly along said curve having a radius of 100.00 feet, through a central angle of $16^{\circ}36'20''$, for an arc length of 28.98 feet;



Thence South $37^{\circ}34'12''$ East, 100.22 feet to the common line of said Parcel N1.3.R5 and Parcel 62734-2 as shown on said Record of Survey Map No. 8639, and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $43^{\circ}02'42''$ East;

Thence southwesterly along last said common line and along said curve having a radius of 3,021.67 feet, through a central angle of $00^{\circ}34'18''$, for an arc length of 30.15 feet;

Thence leaving said common line, North $37^{\circ}34'12''$ West, 103.25 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $25^{\circ}32'27''$, for an arc length of 31.20 feet;

Thence South $26^{\circ}53'21''$ West, 7.50 feet to the beginning of a non-tangent curve concave Southerly, whose radius point bears South $26^{\circ}53'21''$ West;

Thence westerly along said curve having a radius of 62.50 feet, through a central angle of $25^{\circ}03'13''$, for an arc length of 27.33 feet;

Thence North $88^{\circ}09'52''$ West, 35.84 feet;

Thence North $01^{\circ}50'08''$ East, 7.50 feet;

Thence North $88^{\circ}09'52''$ West, 67.84 feet;

Thence South $02^{\circ}04'45''$ East, 33.13 feet;

Thence South $87^{\circ}55'15''$ West, 60.00 feet;

Thence North $02^{\circ}04'46''$ West, 36.39 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $01^{\circ}35'59''$ East;

Thence westerly along said curve having a radius of 470.00 feet, through a central angle of $03^{\circ}55'37''$, for an arc length of 32.21 feet;

Thence South $02^{\circ}04'46''$ East, 23.38 feet;

Thence South $88^{\circ}12'49''$ West, 14.09 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North $89^{\circ}02'37''$ East;

Thence southerly along said curve having a radius of 461.40 feet, through a central angle of $32^{\circ}32'18''$, for an arc length of 262.03 feet;



Thence South $71^{\circ}13'28''$ East, 67.87 feet to said common line between N1.3.R5 and Parcel 62734-2 and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $48^{\circ}30'43''$ East;

Thence southwesterly along said common line and along said curve having a radius of 3,033.80 feet, through a central angle of $00^{\circ}30'39''$, for an arc length of 27.05 feet;

Thence leaving said common line, North $71^{\circ}13'28''$ West, 21.87 feet;

Thence South $39^{\circ}01'52''$ East, 2.02 feet;

Thence South $66^{\circ}28'53''$ West, 50.66 feet;

Thence South $23^{\circ}40'14''$ East, 4.04 feet;

Thence South $66^{\circ}19'46''$ West, 3.02 feet;

Thence South $23^{\circ}56'02''$ East, 0.54 feet;

Thence South $66^{\circ}03'58''$ West, 3.02 feet;

Thence North $24^{\circ}18'21''$ West, 4.60 feet;

Thence South $66^{\circ}28'53''$ West, 8.81 feet;

Thence South $23^{\circ}31'07''$ East, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 5.75 feet;

Thence North $23^{\circ}31'07''$ West, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 7.82 feet;

Thence South $23^{\circ}40'14''$ East, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 19.50 feet;

Thence North $23^{\circ}40'14''$ West, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 100.60 feet;

Thence South $79^{\circ}04'50''$ West, 122.42 feet;

Thence South $02^{\circ}28'01''$ West, 9.69 feet;



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100+
YEARS

December 13, 2017
Project No. 20140015-50

Thence North 87°31'59" West, 19.50 feet;

Thence North 02°28'01" East, 8.50 feet;

Thence North 87°31'59" West, 6.00 feet;

Thence South 02°28'01" West, 4.04 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence South 02°28'01" West, 0.56 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence North 02°05'42" East, 4.60 feet;

Thence North 87°32'26" West, 6.00 feet;

Thence South 02°28'01" West, 3.75 feet;

Thence North 87°31'59" West, 5.75 feet;

Thence North 02°28'01" East, 3.75 feet;

Thence North 87°31'59" West, 87.15 feet;

Thence South 21°07'49" West, 30.68 feet;

Thence North 68°21'49" West, 14.47 feet to the beginning of a non-tangent curve concave northwesterly, whose radius point bears North 80°08'21" West;

Thence southwesterly along said curve having a radius of 60.00 feet, through a central angle of 66°36'46", for an arc length of 69.76 feet to the common line of said SPT1.6 and Parcel N1.3.R5 and the beginning of a non-tangent curve concave northeasterly, whose radius point bears North 39°41'32" East;

Thence northwesterly along said curve having a radius of 290.26 feet, through a central angle of 07°47'32", for an arc length of 39.48 feet to the **TRUE POINT OF BEGINNING** of this description.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

Containing 4.635 acres, more or less.



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SURVEYORS
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100+
YEARS

December 13, 2017
Project No. 20140015-50

Excepting therefrom **EXCEPTION AREA 1** and **EXCEPTION AREA 2** as described below:

EXCEPTION AREA 1

BEGINNING at said **Point A**;

Thence North $47^{\circ}37'44''$ East, 30.00 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North $42^{\circ}22'16''$ West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 105.00 feet, through a central angle of $65^{\circ}50'28''$, for an arc length of 120.66 feet to the beginning of a compound curve;

Thence along said curve having a radius of 701.00 feet, through a central angle of $11^{\circ}30'48''$, for an arc length of 140.86 feet to the beginning of a compound curve;

Thence along said curve having a radius of 205.00 feet, through a central angle of $48^{\circ}30'06''$, for an arc length of 173.54 feet;

Thence North $83^{\circ}29'05''$ East, 3.90 feet to a point hereafter known as **Point B**;

Thence South $07^{\circ}27'43''$ East, 2.97 feet;

Thence South $49^{\circ}06'31''$ East, 3.43 feet;

Thence South $40^{\circ}53'29''$ West, 6.00 feet;

Thence South $49^{\circ}06'31''$ East, 3.00 feet;

Thence North $40^{\circ}53'29''$ East, 6.00 feet;

Thence South $49^{\circ}06'31''$ East, 113.49 feet;

Thence South $01^{\circ}39'59''$ West, 188.82 feet;

Thence South $23^{\circ}31'07''$ East, 73.85 feet;

Thence South $66^{\circ}28'53''$ West, 1.91 feet;

Thence South $79^{\circ}04'50''$ West, 121.86 feet;



Thence North $87^{\circ}31'59''$ West, 162.29 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $48^{\circ}34'34''$ West;

Thence northwesterly along said curve having a radius of 60.00 feet, through a central angle of $00^{\circ}56'50''$, for an arc length of 0.99 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.091 acres, more or less.

EXCEPTION AREA 2

BEGINNING at said **Point B**;

Thence North $83^{\circ}29'05''$ East, 31.28 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North $83^{\circ}29'05''$ East, 103.81 feet;

Thence South $06^{\circ}29'24''$ East, 8.00 feet;

Thence North $83^{\circ}27'44''$ East, 39.93 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears South $89^{\circ}33'23''$ East;

Thence southerly along said curve having a radius of 486.40 feet, through a central angle of $35^{\circ}45'03''$, for an arc length of 303.50 feet;

Thence South $66^{\circ}28'53''$ West, 137.75 feet;

Thence North $23^{\circ}31'07''$ West, 68.26 feet;

Thence North $01^{\circ}39'59''$ East, 195.09 feet;

Thence North $49^{\circ}06'31''$ West, 112.84 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.756 acres, more or less.

Containing a Net Area of 1.788 acres, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/13/2017
Date

END OF DESCRIPTION

ABBREVIATIONS

(R) RADIAL BEARING
 AC ACRES
 TPOB TRUE POINT OF BEGINNING

EASEMENT AREA
 NET 1.788 AC± 

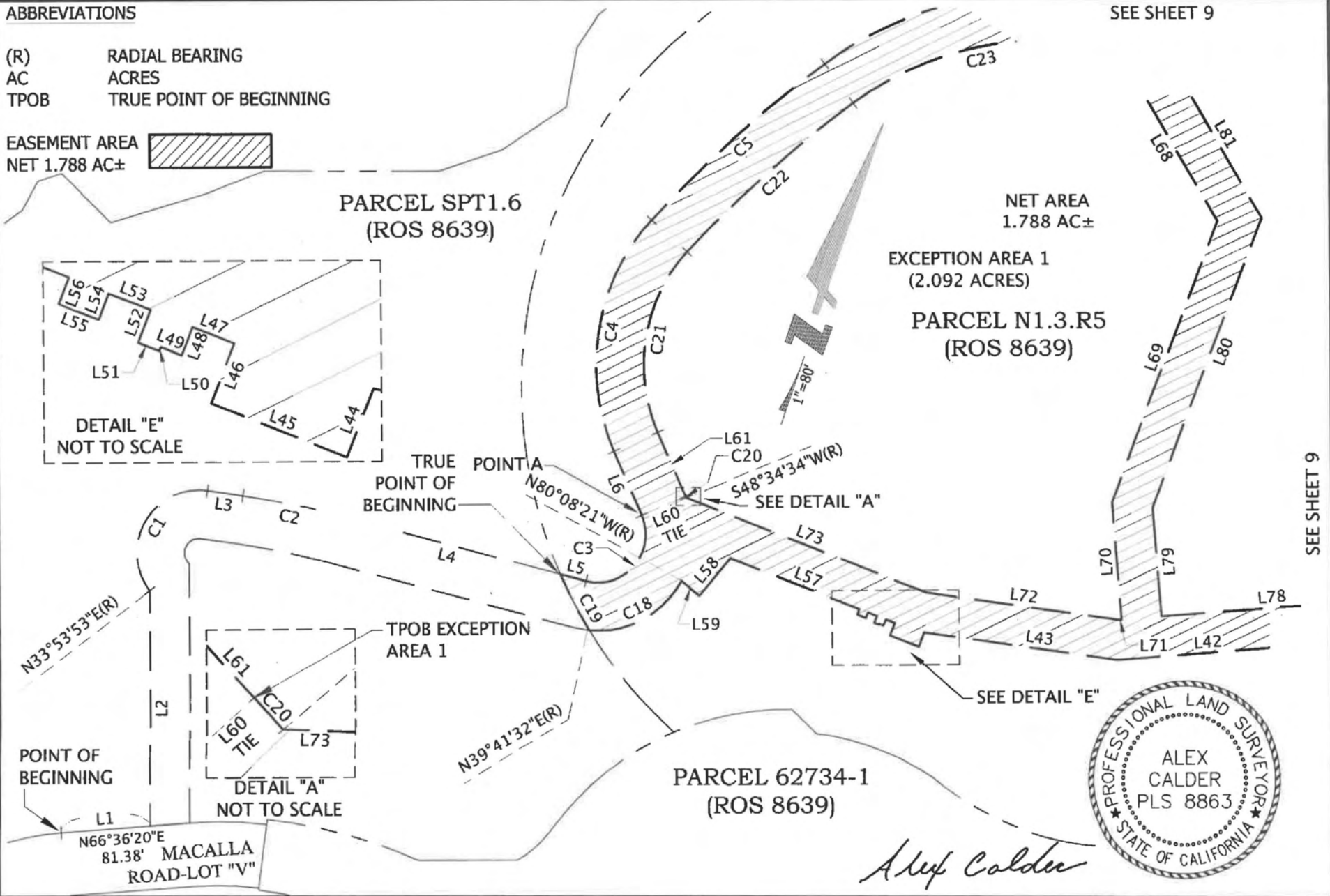
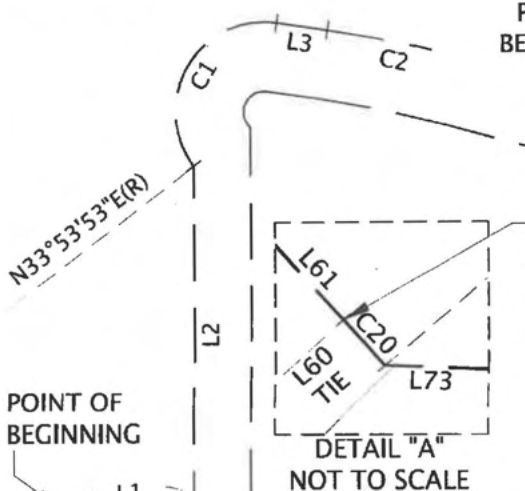
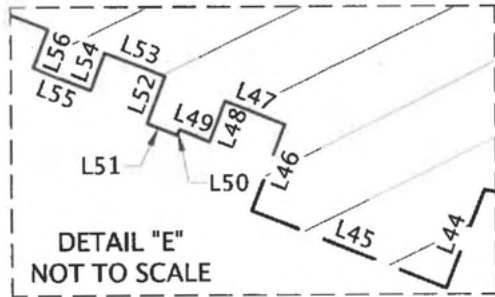
SEE SHEET 9

PARCEL SPT1.6
 (ROS 8639)

NET AREA
 1.788 AC±

EXCEPTION AREA 1
 (2.092 ACRES)

PARCEL N1.3.R5
 (ROS 8639)



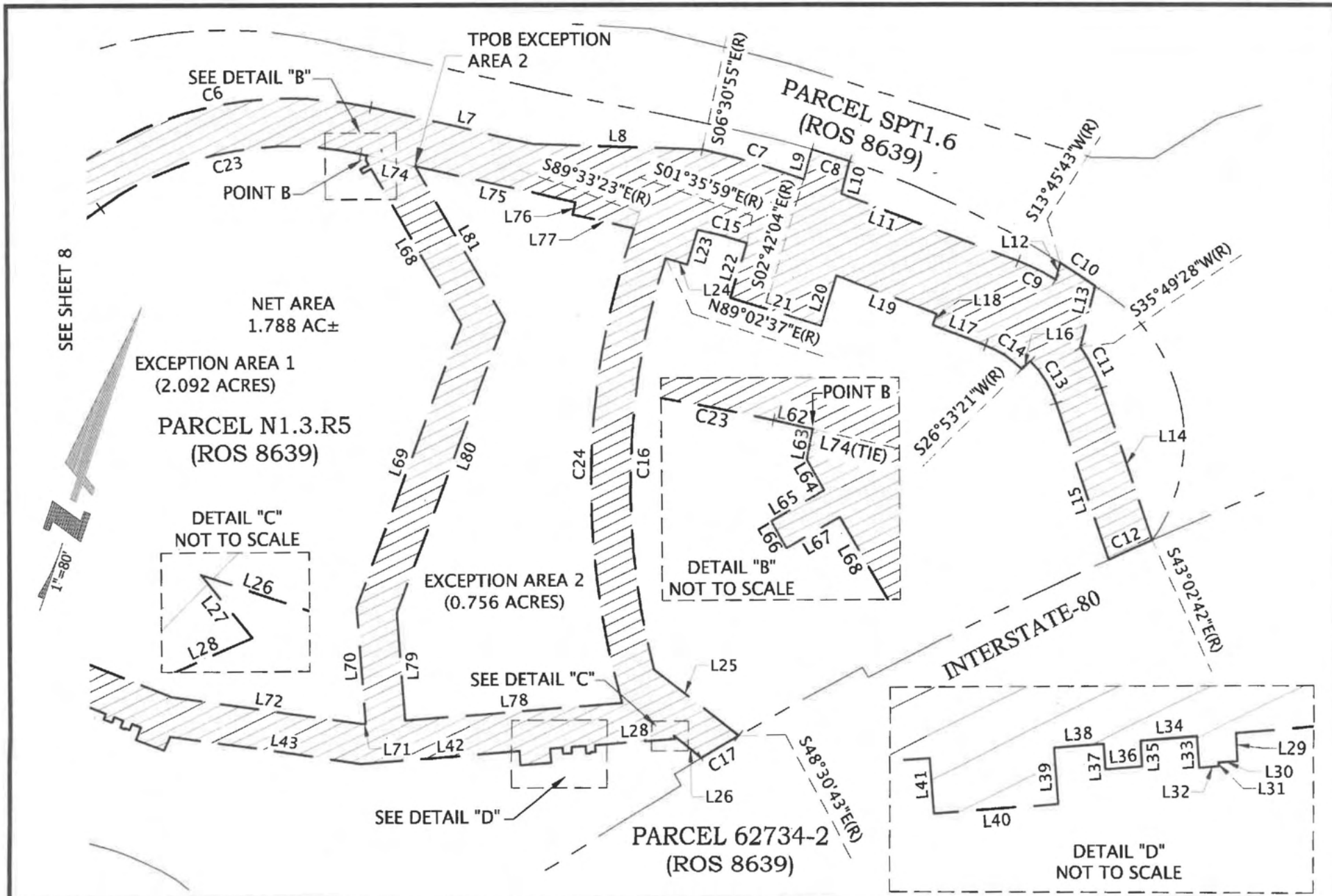
Alex Calder

SEE SHEET 9



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 9 OF 12



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT J
PLAT TO ACCOMPANY DESCRIPTION
Job No. 20140015
By DCJ Date 12/13/17 Chkd. AMC
SHEET 10 OF 12

Curve Table			
Curve #	Length	Radius	Delta
C1	92.09	39.00	135°17'13"
C2	62.05	535.00	6°38'44"
C3	67.13	30.00	128°12'06"
C4	155.13	135.00	65°50'28"
C5	146.89	731.00	11°30'48"
C6	198.93	235.00	48°30'06"
C7	66.88	520.00	7°22'09"
C8	25.03	600.46	2°23'17"
C9	26.71	120.00	12°45'05"
C10	26.65	600.46	2°32'35"
C11	28.98	100.00	16°36'20"
C12	30.15	3021.67	0°34'18"
C13	31.20	70.00	25°32'27"
C14	27.33	62.50	25°03'13"
C15	32.21	470.00	3°55'37"
C16	262.03	461.40	32°32'18"
C17	27.05	3033.80	0°30'39"
C18	69.76	60.00	66°36'46"
C19	39.48	290.26	7°47'32"
C20	0.99	60.00	0°56'50"

Curve Table			
Curve #	Length	Radius	Delta
C21	120.66	105.00	65°50'28"
C22	140.86	701.00	11°30'48"
C23	173.54	205.00	48°30'06"
C24	303.50	486.40	35°45'03"



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Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 11 OF 12

Line Table		
Line #	Direction	Length
L1	N66°36'20"E	56.05
L2	N19°12'33"W	147.23
L3	N79°11'06"E	22.69
L4	N85°49'50"E	143.97
L5	N85°49'50"E	16.76
L6	N42°22'16"W	43.49
L7	N83°29'05"E	105.12
L8	N72°42'47"E	107.01
L9	N04°00'10"W	19.71
L10	S04°00'10"E	21.10
L11	S88°09'52"E	119.38
L12	N05°13'23"W	11.49
L13	S05°13'23"E	39.75
L14	S37°34'12"E	100.22
L15	N37°34'12"W	103.25
L16	S26°53'21"W	7.50
L17	N88°09'52"W	35.84
L18	N01°50'08"E	7.50
L19	N88°09'52"W	67.84
L20	S02°04'45"E	33.13
L21	S87°55'15"W	60.00

Line Table		
Line #	Direction	Length
L22	N02°04'46"W	36.39
L23	S02°04'46"E	23.38
L24	S88°12'49"W	14.09
L25	S71°13'28"E	67.87
L26	N71°13'28"W	21.87
L27	S39°01'52"E	2.02
L28	S66°28'53"W	50.66
L29	S23°40'14"E	4.04
L30	S66°19'46"W	3.02
L31	S23°56'02"E	0.54
L32	S66°03'58"W	3.02
L33	N24°18'21"W	4.60
L34	S66°28'53"W	8.81
L35	S23°31'07"E	3.75
L36	S66°28'53"W	5.75
L37	N23°31'07"W	3.75
L38	S66°28'53"W	7.82
L39	S23°40'14"E	8.50
L40	S66°28'53"W	19.50
L41	N23°40'14"W	8.50
L42	S66°28'53"W	100.60

Line Table		
Line #	Direction	Length
L43	S79°04'50"W	122.42
L44	S02°28'01"W	9.69
L45	N87°31'59"W	19.50
L46	N02°28'01"E	8.50
L47	N87°31'59"W	6.00
L48	S02°28'01"W	4.04
L49	N87°31'59"W	3.02
L50	S02°28'01"W	0.56
L51	N87°31'59"W	3.02
L52	N02°05'42"E	4.60
L53	N87°32'26"W	6.00
L54	S02°28'01"W	3.75
L55	N87°31'59"W	5.75
L56	N02°28'01"E	3.75
L57	N87°31'59"W	87.15
L58	S21°07'49"W	30.68
L59	N68°21'49"W	14.47
L60	N47°37'44"E	30.00
L61	N42°22'16"W	43.49
L62	N83°29'05"E	3.90
L63	S07°27'43"E	2.97

Line Table		
Line #	Direction	Length
L64	S49°06'31"E	3.43
L65	S40°53'29"W	6.00
L66	S49°06'31"E	3.00
L67	N40°53'29"E	6.00
L68	S49°06'31"E	113.49
L69	S01°39'59"W	188.82
L70	S23°31'07"E	73.85
L71	S66°28'53"W	1.91
L72	S79°04'50"W	121.86
L73	N87°31'59"W	162.29
L74	N83°29'05"E	31.28
L75	N83°29'05"E	103.81
L76	S06°29'24"E	8.00
L77	N83°27'44"E	39.93
L78	S66°28'53"W	137.75
L79	N23°31'07"W	68.26
L80	N01°39'59"E	195.09
L81	N49°06'31"W	112.84



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 12 OF 12

EXHIBIT A-T



**EXHIBIT T
LEGAL DESCRIPTION**

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 24 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 24, as shown on said map (see sheet 13 of 16);

Thence along the easterly line of said Lot 24 as shown on said map, South 05°22'32" East, 67.27 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence continuing along said easterly line of said Lot 24, South 05°22'32" East, 8.68 feet to the southeasterly corner of said Lot 24 and the beginning of a non-tangent curve concave northwesterly, whose radius point bears North 30°01'15" West;

Thence westerly along the southerly line of said Lot 24 and along said curve having a radius of 569.25 feet, through a central angle of 23°32'44", for an arc length of 233.93 feet;

Thence leaving said southerly line North 10°51'21" East, 81.64 feet to the beginning of a non-tangent curve concave northerly, whose radius point bears North 13°01'18" East;

Thence easterly along said curve having a radius of 346.00 feet, through a central angle of 18°23'49", for an arc length of 111.10 feet;

Thence North 84°37'28" East, 76.01 feet;

Thence North 85°27'32" East, 18.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 9,888 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 14, 2017
Project No. 20140015-50

A plat showing the above described parcel is attached hereto and made a part hereof.

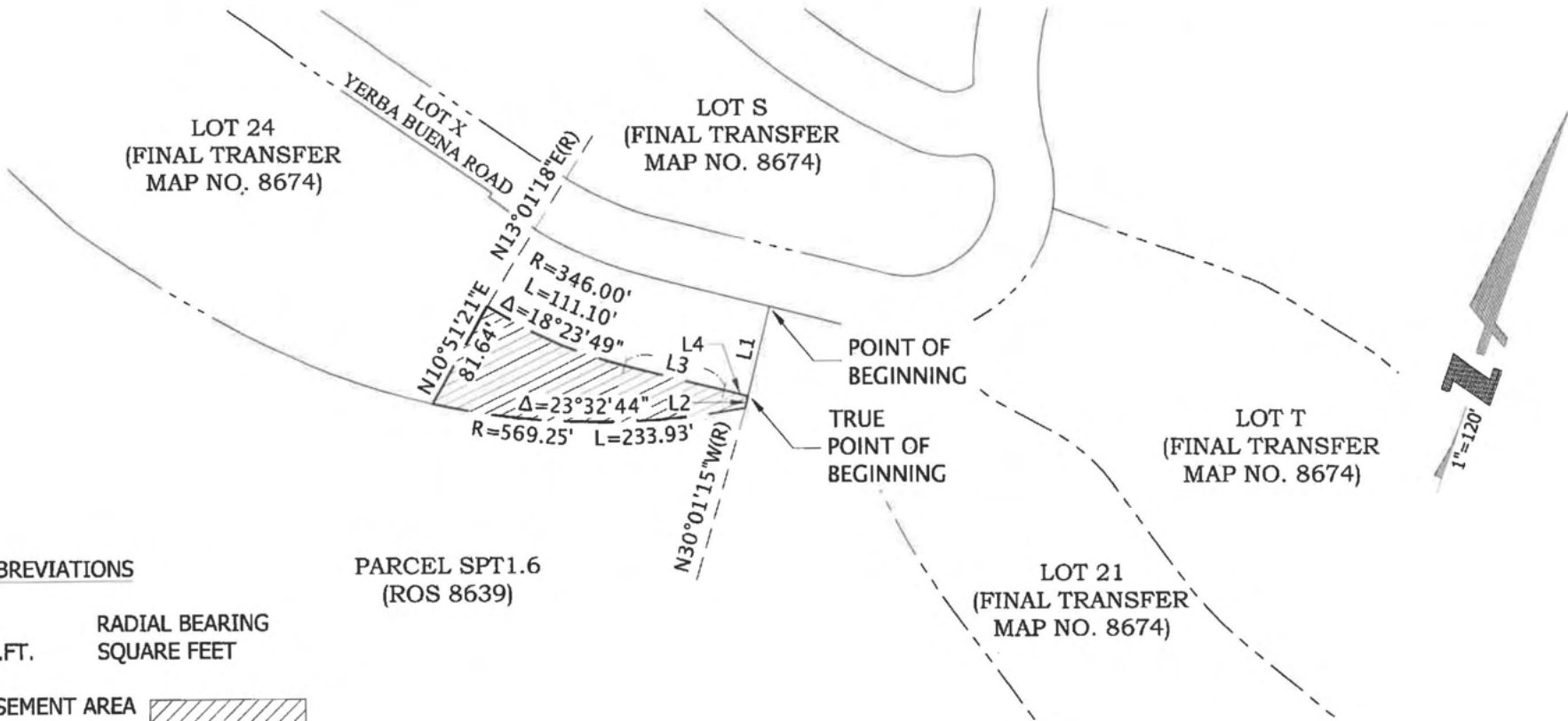
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/14/2017
Date

END OF DESCRIPTION



ABBREVIATIONS

(R) RADIAL BEARING
 SQ.FT. SQUARE FEET

EASEMENT AREA 
 9,888 SQ.FT.±

Line Table		
Line #	Direction	Length
L1	S05°22'32"E	67.27
L2	S05°22'32"E	8.68
L3	N84°37'28"E	76.01
L4	N85°27'32"E	18.42

PARCEL SPT1.6
(ROS 8639)



Alex Calder



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT T
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/14/17 Chkd. AMC
 SHEET 3 OF 3

EXHIBIT B

Description and Plat of Switch Yard Area



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

March 26, 2018
Project No. 20140015-50

**EXHIBIT 1
LEGAL DESCRIPTION**

EXCLUSIVE USE EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey No. 8639 recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING at the westerly end of that curve labeled as, "R=600.46' $\Delta=23^{\circ}51'30''$ L=250.03'", said point being on the common line of said Parcel N1.3.R5 and Parcel SPT1.6 as shown on said map (see sheet 21 of 22), said point being the beginning of a curve to the right, whose radius point bears South $07^{\circ}16'27''$ East;

Thence along said common line and easterly along said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}08'41''$, for an arc length of 22.48 feet;

Thence leaving said common line South $05^{\circ}07'46''$ East, 64.21 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North $85^{\circ}26'24''$ East, 0.58 feet;

Thence North $85^{\circ}50'48''$ East, 31.05 feet;

Thence North $87^{\circ}54'11''$ East, 10.89 feet;

Thence North $87^{\circ}32'32''$ East, 17.50 feet;

Thence South $02^{\circ}04'45''$ East, 41.75 feet;

Thence South $87^{\circ}55'15''$ West, 60.00 feet;

Thence North $02^{\circ}04'46''$ West, 40.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,481 square feet more or less.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Horizontal Datum & Reference System

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com



March 26, 2018
Project No. 20140015-50

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

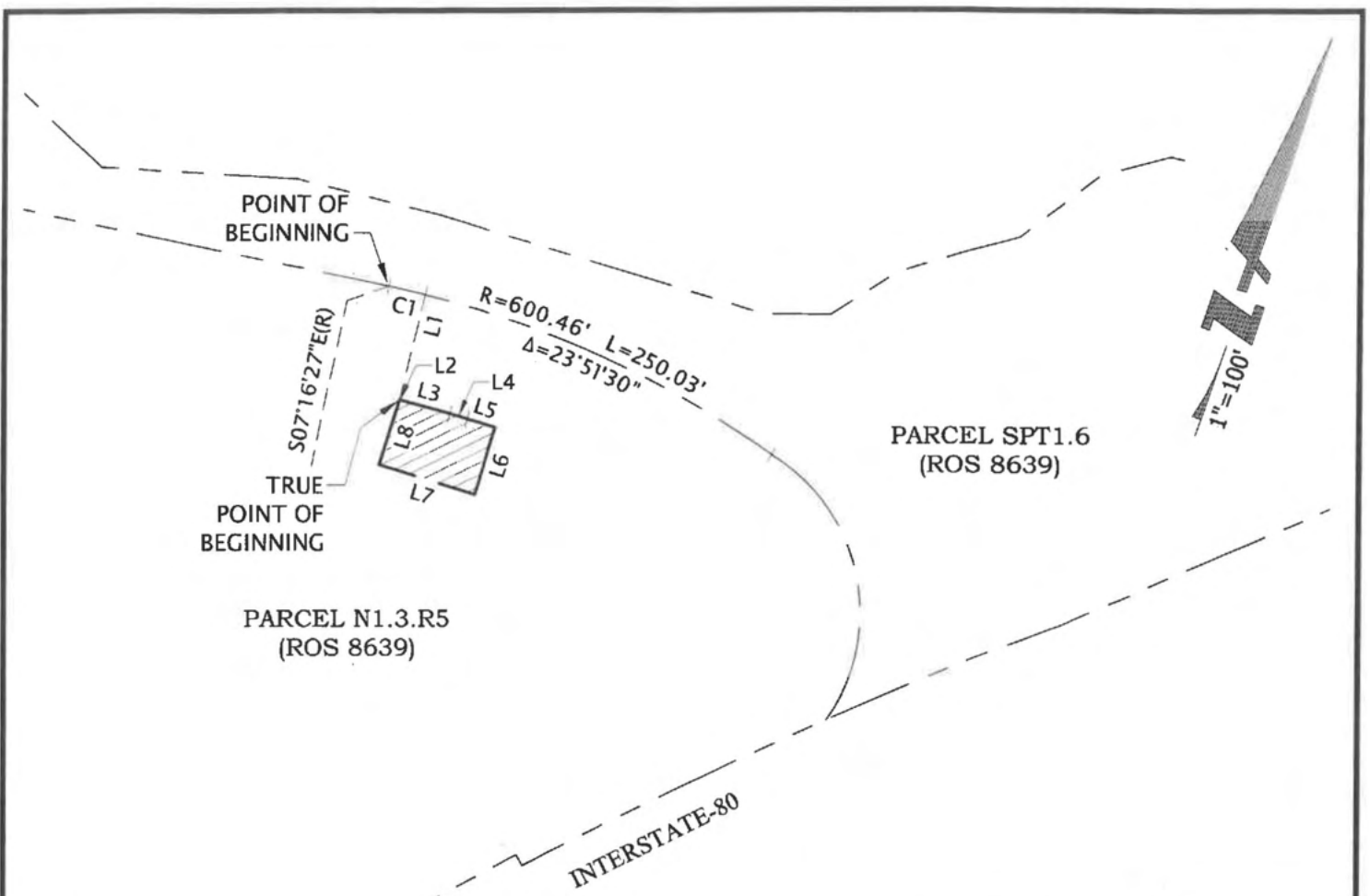
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



3/26/2018
Date

END OF DESCRIPTION



POINT OF BEGINNING

TRUE POINT OF BEGINNING

PARCEL N1.3.R5
(ROS 8639)

PARCEL SPT1.6
(ROS 8639)

INTERSTATE-80



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

EASEMENT AREA
2,481 SQ.FT.±

Curve Table			
Curve #	Length	Radius	Delta
C1	22.48	600.46	2°08'41"

Line Table		
Line #	Direction	Length
L1	S05°07'46"E	64.21
L2	N85°26'24"E	0.58
L3	N85°50'48"E	31.05
L4	N87°54'11"E	10.89
L5	N87°32'32"E	17.50
L6	S02°04'45"E	41.75
L7	S87°55'15"W	60.00
L8	N02°04'46"W	40.48



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT 1
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 03/26/18 Chkd AMC
 SHEET 3 OF 3

PLOTTED BY: Jung

EXHIBIT C

Description and Plat of Pump Station Area



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

March 26, 2018
Project No. 20140015-50

**EXHIBIT 2
LEGAL DESCRIPTION**

EXCLUSIVE USE EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey No. 8639 recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING at the westerly end of that curve labeled as, "R=600.46' Δ =23°51'30" L=250.03'", said point being on the common line of said Parcel N1.3.R5 and Parcel SPT1.6 as shown on said map (see sheet 21 of 22), said point being the beginning of a curve to the right, whose radius point bears South 07°16'27" East;

Thence along said common line and easterly along said curve having a radius of 600.46 feet, through a central angle of 15°48'22", for an arc length of 165.65 feet;

Thence leaving said common line South 08°31'55" West, 58.71 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence South 85°02'21" East, 19.80 feet;

Thence South 83°31'46" East, 22.45 feet;

Thence South 77°51'50" East, 17.71 feet;

Thence South 73°36'46" East, 7.82 feet;

Thence South 69°44'54" East, 1.72 feet;

Thence South 26°53'21" West, 15.25 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South 26°53'21" West;

Thence westerly along said curve having a radius of 62.50 feet, through a central angle of 25°03'13", for an arc length of 27.33 feet;

Thence North 88°09'52" West, 35.84 feet;

Thence North 01°50'08" East, 16.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 979 square feet more or less.

A plat showing the above described parcel is attached hereto and made a part hereof.



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

March 26, 2018
Project No. 20140015-50

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

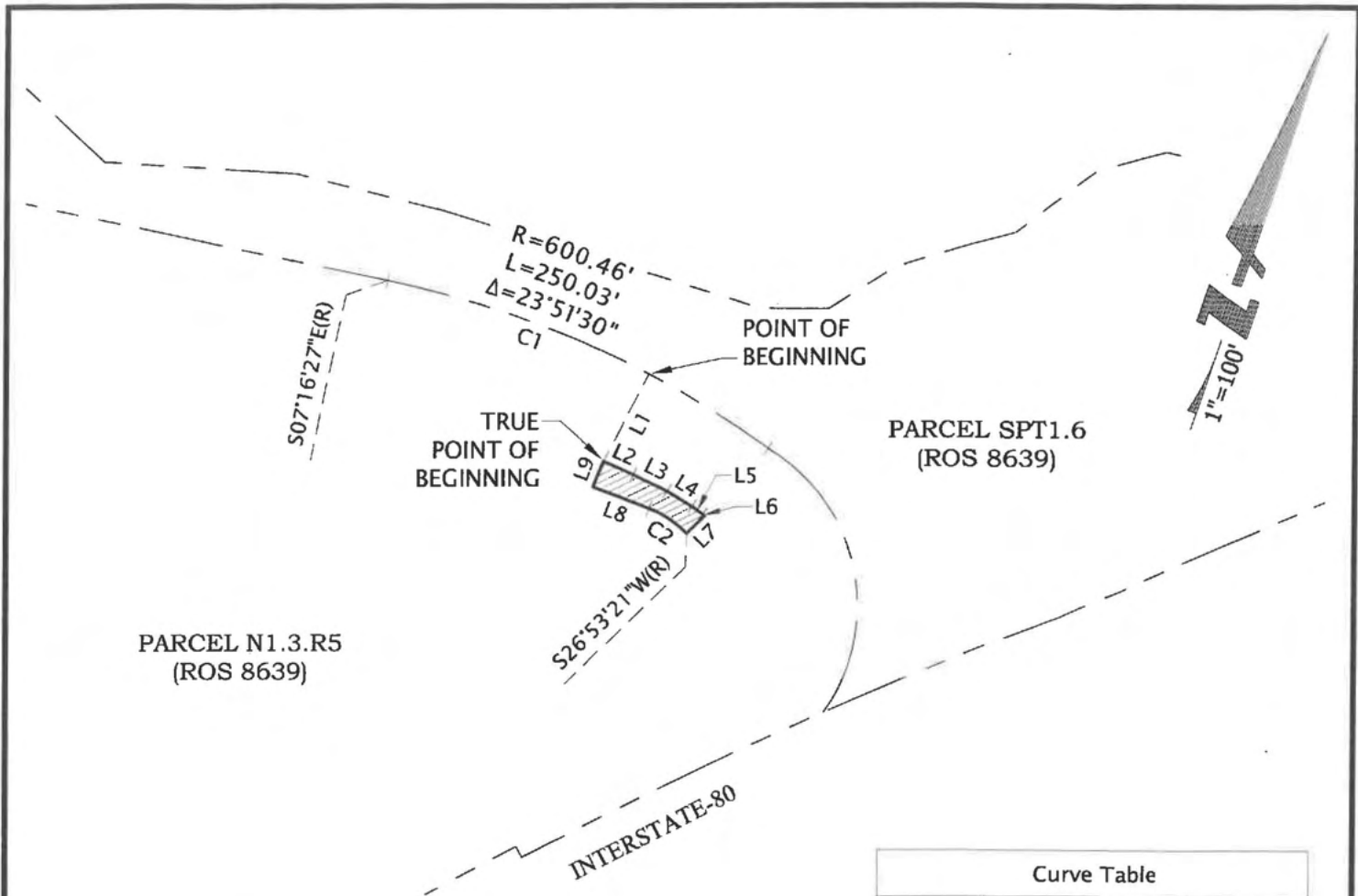
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



3/26/2018
Date

END OF DESCRIPTION



Curve Table			
Curve #	Length	Radius	Delta
C1	165.65	600.46	15°48'22"
C2	27.33	62.50	25°03'13"

Line Table		
Line #	Direction	Length
L1	S08°31'55"W	58.71
L2	S85°02'21"E	19.80
L3	S83°31'46"E	22.45
L4	S77°51'50"E	17.71
L5	S73°36'46"E	7.82
L6	S69°44'54"E	1.72
L7	S26°53'21"W	15.25
L8	N88°09'52"W	35.84
L9	N01°50'08"E	16.51



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
 SQ.FT. SQUARE FEET

EASEMENT AREA
 979 SQ.FT.± 



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT 2
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 03/26/18 Chkd AMC
 SHEET 3 OF 3

PLOTTED BY: Jung


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Deed, dated March 29, 2018, is hereby accepted pursuant to Board of Supervisors' ^{Ordinance} ~~Motion~~ No. 95-11, approved ^{June 14, 2018} ~~April 10, 2018~~, and the City consents to recordation thereof by its duly authorized officer.

Dated: April 17, 2018

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

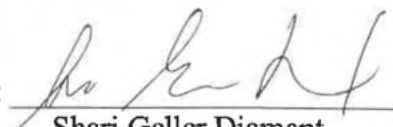
By: _____


John Updike
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____


Shari Geller Diamant
Deputy City Attorney

APPROVED LEGAL DESCRIPTION:

By: _____


Bruce R. Storrs
City and County Surveyor

NO RECORDING FEE

RECORDING REQUESTED BY
and When Recorded Mail To:

City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

CONFORMED COPY of document recorded
04/19/2018, 2018K602961
on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

APN: 8954-003

Situs: Final Transfer Map No. 9228, Lot G

OFFER OF IMPROVEMENTS

TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company ("TI Series 1"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco ("the City"), a municipal corporation and the Treasure Island Development Authority ("TIDA"), a California public benefit corporation, (collectively "Offerees"), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Yerba Buena Island dated as of [MARCH 24, 2018] between TI Series 1 and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TI Series 1 property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

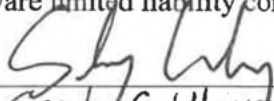
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

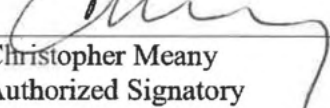
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day
of March, 2018.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By: 
Name: Sandy Goldberg
Title: Authorized Signatory

By: 
Name: Christopher Meany
Title: Authorized Signatory

NOTARY ACKNOWLEDGMENT

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

State of California

County of San Francisco

On March 22, 2018 before me, Renee Adams, Notary Public, personally appeared Sandy Goldberg 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.

Renee Adams

Signature of Notary Public

(Notary Seal)



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

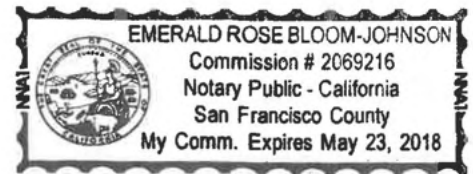
State of CALIFORNIA
County of SAN FRANCISCO

On **March 22, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared CHRISTOPHER MEANY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

Exhibit A
Legal Description
[Attached]



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

February 5, 2018
Project No. 20140015-50

LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 23 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING on the southerly line of Lot V (Macalla Road) as shown on said map (see sheet 16 of 16), at the westerly terminus of that certain course shown as "N66°36'20"E, 81.38'" on said map;

Thence along said southerly line, North 66°36'20" East, 23.19 feet to the **TRUE POINT OF BEGINNING**

Thence continuing along said southerly line the following two courses:

1. North 66°36'20" East, 58.19 feet to the beginning of a tangent curve to the right;
2. Along said curve having a radius of 212.00 feet, through a central angle of 00°29'18", for an arc length of 1.81 feet;

Thence leaving said southerly line, South 23°23'40" East, 30.00 feet;

Thence South 66°36'20" West, 60.00 feet;

Thence North 23°23'40" West, 30.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,801 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.



**ENGINEERS
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PLANNERS**

**100+
YEARS**

February 5, 2018
Project No. 20140015-50

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

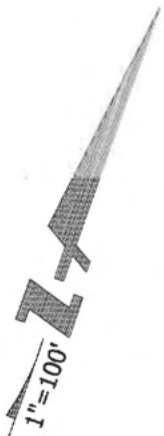
Alex M. Calder, LLS 8863



2/5/2018
Date

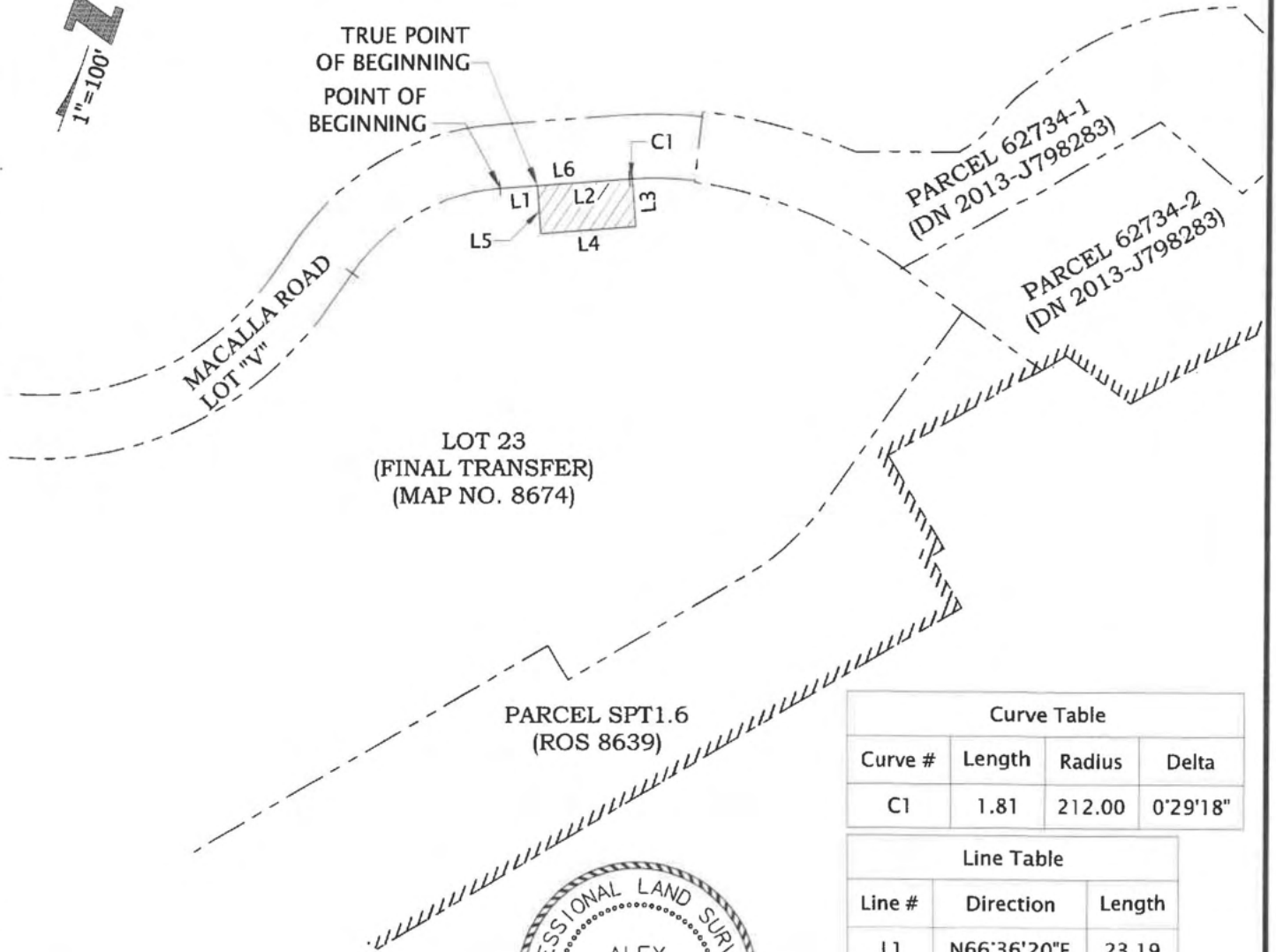
END OF DESCRIPTION

EXHIBIT



PARCEL SPT1.6
(ROS 8639)

TRUE POINT
OF BEGINNING
POINT OF
BEGINNING



LOT 23
(FINAL TRANSFER)
(MAP NO. 8674)

PARCEL SPT1.6
(ROS 8639)

Curve Table			
Curve #	Length	Radius	Delta
C1	1.81	212.00	0°29'18"

Line Table		
Line #	Direction	Length
L1	N66°36'20"E	23.19
L2	N66°36'20"E	58.19
L3	S23°23'40"E	30.00
L4	S66°36'20"W	60.00
L5	N23°23'40"W	30.01
L6	N66°36'20"E	81.38



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

LOT G AREA
1,801 SQ.FT.±



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140015
By DCJ Date 2/5/18 Chkd AMC
SHEET 3 OF 3

PLOTTED BY: Jung

NO RECORDING FEE

RECORDING REQUESTED BY
and When Recorded Mail To:

City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

CONFORMED COPY of document recorded

04/19/2018, 2018K602973

on _____ with document no. _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

APN: 1939-090 (Lot M), 1939-091 (Lot N)

Situs: Final Map No. 9228, Portions of Lots M and N

OFFER OF IMPROVEMENTS

TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company (“TI Series 1”), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco (“the City”), a municipal corporation and the Treasure Island Development Authority (“TIDA”), a California public benefit corporation, (collectively “Offerees”), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Yerba Buena Island dated as of MARCH 29, 2018 between TI Series 1 and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree’s discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

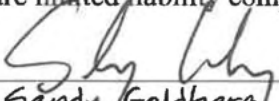
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

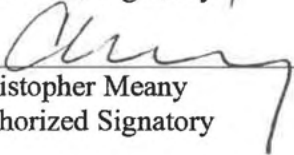
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day
of March, 2018.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By: 
Name: Sandy Goldberg
Title: Authorized Signatory

By: 
Name: Christopher Meany
Title: Authorized Signatory

NOTARY ACKNOWLEDGMENT

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

State of California

County of San Francisco

On March 22, 2018 before me, Renee Adams, Notary Public, personally appeared Sandy Goldberg 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.

Renee Adams

Signature of Notary Public

(Notary Seal)



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

State of CALIFORNIA
County of SAN FRANCISCO

On **March 22, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared CHRISTOPHER MEANY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

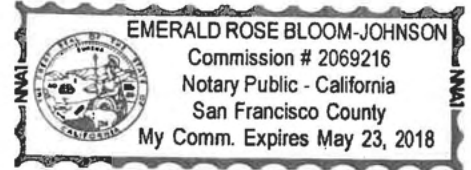


Exhibit A
Legal Description
[Attached]



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

EXHIBIT J
LEGAL DESCRIPTION

EASEMENT

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Parcel N1.3.R5 as shown on that certain Record of Survey Map No. 8639, recorded November 10, 2015, as Document No. 2015K154702, Official Records of said County, and being more particularly described as follows:

BEGINNING on the common line of Lot V (Macalla Road) and Parcel SPT1.6 of that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County (see sheet 16 of 16), at the westerly terminus of that certain course shown as "N66°36'20"E, 81.38 feet";

Thence along said common, North 66°36'20" East, 56.05 feet;

Thence leaving said common line, North 19°12'33" West, 147.23 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North 33°53'53" East;

Thence northerly along said curve having a radius of 39.00 feet, through a central angle of 135°17'13", for an arc length of 92.09 feet;

Thence North 79°11'06" East, 22.69 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 535.00 feet, through a central angle of 06°38'44", for an arc length of 62.05 feet;

Thence North 85°49'50" East, 143.97 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6 and the **TRUE POINT OF BEGINNING** of this description;

Thence leaving last said common line, North 85°49'50" East, 16.76 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 30.00 feet, through a central angle of 128°12'06", for an arc length of 67.13 feet to a point hereafter known as **Point A**;

Thence North 42°22'16" West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 135.00 feet, through a central angle of 65°50'28", for an arc length of 155.13 feet;



Thence northeasterly, 146.89 feet along a compound curve to the right having a radius of 731.00 feet and a central angle of $11^{\circ}30'48''$;

Thence northeasterly, 198.93 feet along a compound curve to the right having a radius of 235.00 feet and a central angle of $48^{\circ}30'06''$;

Thence North $83^{\circ}29'05''$ East, 105.12 feet;

Thence North $72^{\circ}42'47''$ East, 107.01 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $06^{\circ}30'55''$ East;

Thence easterly along said curve having a radius of 520.00 feet, through a central angle of $07^{\circ}22'09''$, for an arc length of 66.88 feet;

Thence North $04^{\circ}00'10''$ West, 19.71 feet to the common line of said Parcel N1.3.R5 and said Parcel SPT1.6, as shown on said Record of Survey Map No. 8639 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $02^{\circ}42'04''$ East;

Thence easterly along said common line and said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}23'17''$, for an arc length of 25.03 feet;

Thence leaving said common line, South $04^{\circ}00'10''$ East, 21.10 feet;

Thence South $88^{\circ}09'52''$ East, 119.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 120.00 feet, through a central angle of $12^{\circ}45'05''$, for an arc length of 26.71 feet;

Thence North $05^{\circ}13'23''$ West, 11.49 feet to said common line between Parcel N1.3.R5 and SPT1.6 and the beginning of a non-tangent curve concave southerly, whose radius point bears South $13^{\circ}45'43''$ West;

Thence easterly along said common line and along said curve having a radius of 600.46 feet, through a central angle of $02^{\circ}32'35''$, for an arc length of 26.65 feet;

Thence leaving said common line, South $05^{\circ}13'23''$ East, 39.75 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $35^{\circ}49'28''$ West;

Thence southeasterly along said curve having a radius of 100.00 feet, through a central angle of $16^{\circ}36'20''$, for an arc length of 28.98 feet;



Thence South $37^{\circ}34'12''$ East, 100.22 feet to the common line of said Parcel N1.3.R5 and Parcel 62734-2 as shown on said Record of Survey Map No. 8639, and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $43^{\circ}02'42''$ East;

Thence southwesterly along last said common line and along said curve having a radius of 3,021.67 feet, through a central angle of $00^{\circ}34'18''$, for an arc length of 30.15 feet;

Thence leaving said common line, North $37^{\circ}34'12''$ West, 103.25 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 70.00 feet, through a central angle of $25^{\circ}32'27''$, for an arc length of 31.20 feet;

Thence South $26^{\circ}53'21''$ West, 7.50 feet to the beginning of a non-tangent curve concave Southerly, whose radius point bears South $26^{\circ}53'21''$ West;

Thence westerly along said curve having a radius of 62.50 feet, through a central angle of $25^{\circ}03'13''$, for an arc length of 27.33 feet;

Thence North $88^{\circ}09'52''$ West, 35.84 feet;

Thence North $01^{\circ}50'08''$ East, 7.50 feet;

Thence North $88^{\circ}09'52''$ West, 67.84 feet;

Thence South $02^{\circ}04'45''$ East, 33.13 feet;

Thence South $87^{\circ}55'15''$ West, 60.00 feet;

Thence North $02^{\circ}04'46''$ West, 36.39 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South $01^{\circ}35'59''$ East;

Thence westerly along said curve having a radius of 470.00 feet, through a central angle of $03^{\circ}55'37''$, for an arc length of 32.21 feet;

Thence South $02^{\circ}04'46''$ East, 23.38 feet;

Thence South $88^{\circ}12'49''$ West, 14.09 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears North $89^{\circ}02'37''$ East;

Thence southerly along said curve having a radius of 461.40 feet, through a central angle of $32^{\circ}32'18''$, for an arc length of 262.03 feet;



Thence South $71^{\circ}13'28''$ East, 67.87 feet to said common line between N1.3.R5 and Parcel 62734-2 and the beginning of a non-tangent curve concave southeasterly, whose radius point bears South $48^{\circ}30'43''$ East;

Thence southwesterly along said common line and along said curve having a radius of 3,033.80 feet, through a central angle of $00^{\circ}30'39''$, for an arc length of 27.05 feet;

Thence leaving said common line, North $71^{\circ}13'28''$ West, 21.87 feet;

Thence South $39^{\circ}01'52''$ East, 2.02 feet;

Thence South $66^{\circ}28'53''$ West, 50.66 feet;

Thence South $23^{\circ}40'14''$ East, 4.04 feet;

Thence South $66^{\circ}19'46''$ West, 3.02 feet;

Thence South $23^{\circ}56'02''$ East, 0.54 feet;

Thence South $66^{\circ}03'58''$ West, 3.02 feet;

Thence North $24^{\circ}18'21''$ West, 4.60 feet;

Thence South $66^{\circ}28'53''$ West, 8.81 feet;

Thence South $23^{\circ}31'07''$ East, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 5.75 feet;

Thence North $23^{\circ}31'07''$ West, 3.75 feet;

Thence South $66^{\circ}28'53''$ West, 7.82 feet;

Thence South $23^{\circ}40'14''$ East, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 19.50 feet;

Thence North $23^{\circ}40'14''$ West, 8.50 feet;

Thence South $66^{\circ}28'53''$ West, 100.60 feet;

Thence South $79^{\circ}04'50''$ West, 122.42 feet;

Thence South $02^{\circ}28'01''$ West, 9.69 feet;



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PLANNERS

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December 13, 2017
Project No. 20140015-50

Thence North 87°31'59" West, 19.50 feet;

Thence North 02°28'01" East, 8.50 feet;

Thence North 87°31'59" West, 6.00 feet;

Thence South 02°28'01" West, 4.04 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence South 02°28'01" West, 0.56 feet;

Thence North 87°31'59" West, 3.02 feet;

Thence North 02°05'42" East, 4.60 feet;

Thence North 87°32'26" West, 6.00 feet;

Thence South 02°28'01" West, 3.75 feet;

Thence North 87°31'59" West, 5.75 feet;

Thence North 02°28'01" East, 3.75 feet;

Thence North 87°31'59" West, 87.15 feet;

Thence South 21°07'49" West, 30.68 feet;

Thence North 68°21'49" West, 14.47 feet to the beginning of a non-tangent curve concave northwesterly, whose radius point bears North 80°08'21" West;

Thence southwesterly along said curve having a radius of 60.00 feet, through a central angle of 66°36'46", for an arc length of 69.76 feet to the common line of said SPT1.6 and Parcel N1.3.R5 and the beginning of a non-tangent curve concave northeasterly, whose radius point bears North 39°41'32" East;

Thence northwesterly along said curve having a radius of 290.26 feet, through a central angle of 07°47'32", for an arc length of 39.48 feet to the **TRUE POINT OF BEGINNING** of this description.

255 Shoreline Drive
Suite 200
Redwood City
California 94065
phone 650.482.6300
fax 650.482.6399
www.bkf.com

Containing 4.635 acres, more or less.



ENGINEERS
SURVEYORS
PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

Excepting therefrom **EXCEPTION AREA 1** and **EXCEPTION AREA 2** as described below:

EXCEPTION AREA 1

BEGINNING at said **Point A**;

Thence North 47°37'44" East, 30.00 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 42°22'16" West, 43.49 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 105.00 feet, through a central angle of 65°50'28", for an arc length of 120.66 feet to the beginning of a compound curve;

Thence along said curve having a radius of 701.00 feet, through a central angle of 11°30'48", for an arc length of 140.86 feet to the beginning of a compound curve;

Thence along said curve having a radius of 205.00 feet, through a central angle of 48°30'06", for an arc length of 173.54 feet;

Thence North 83°29'05" East, 3.90 feet to a point hereafter known as **Point B**;

Thence South 07°27'43" East, 2.97 feet;

Thence South 49°06'31" East, 3.43 feet;

Thence South 40°53'29" West, 6.00 feet;

Thence South 49°06'31" East, 3.00 feet;

Thence North 40°53'29" East, 6.00 feet;

Thence South 49°06'31" East, 113.49 feet;

Thence South 01°39'59" West, 188.82 feet;

Thence South 23°31'07" East, 73.85 feet;

Thence South 66°28'53" West, 1.91 feet;

Thence South 79°04'50" West, 121.86 feet;



Thence North 87°31'59" West, 162.29 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South 48°34'34" West;

Thence northwesterly along said curve having a radius of 60.00 feet, through a central angle of 00°56'50", for an arc length of 0.99 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.091 acres, more or less.

EXCEPTION AREA 2

BEGINNING at said **Point B**;

Thence North 83°29'05" East, 31.28 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 83°29'05" East, 103.81 feet;

Thence South 06°29'24" East, 8.00 feet;

Thence North 83°27'44" East, 39.93 feet to the beginning of a non-tangent curve concave easterly, whose radius point bears South 89°33'23" East;

Thence southerly along said curve having a radius of 486.40 feet, through a central angle of 35°45'03", for an arc length of 303.50 feet;

Thence South 66°28'53" West, 137.75 feet;

Thence North 23°31'07" West, 68.26 feet;

Thence North 01°39'59" East, 195.09 feet;

Thence North 49°06'31" West, 112.84 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.756 acres, more or less.

Containing a Net Area of 1.788 acres, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of



ENGINEERS
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PLANNERS

100+
YEARS

December 13, 2017
Project No. 20140015-50

Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



12/13/2017
Date

END OF DESCRIPTION

ABBREVIATIONS

(R) RADIAL BEARING
 AC ACRES
 TPOB TRUE POINT OF BEGINNING

EASEMENT AREA
 NET 1.788 AC±

SEE SHEET 9

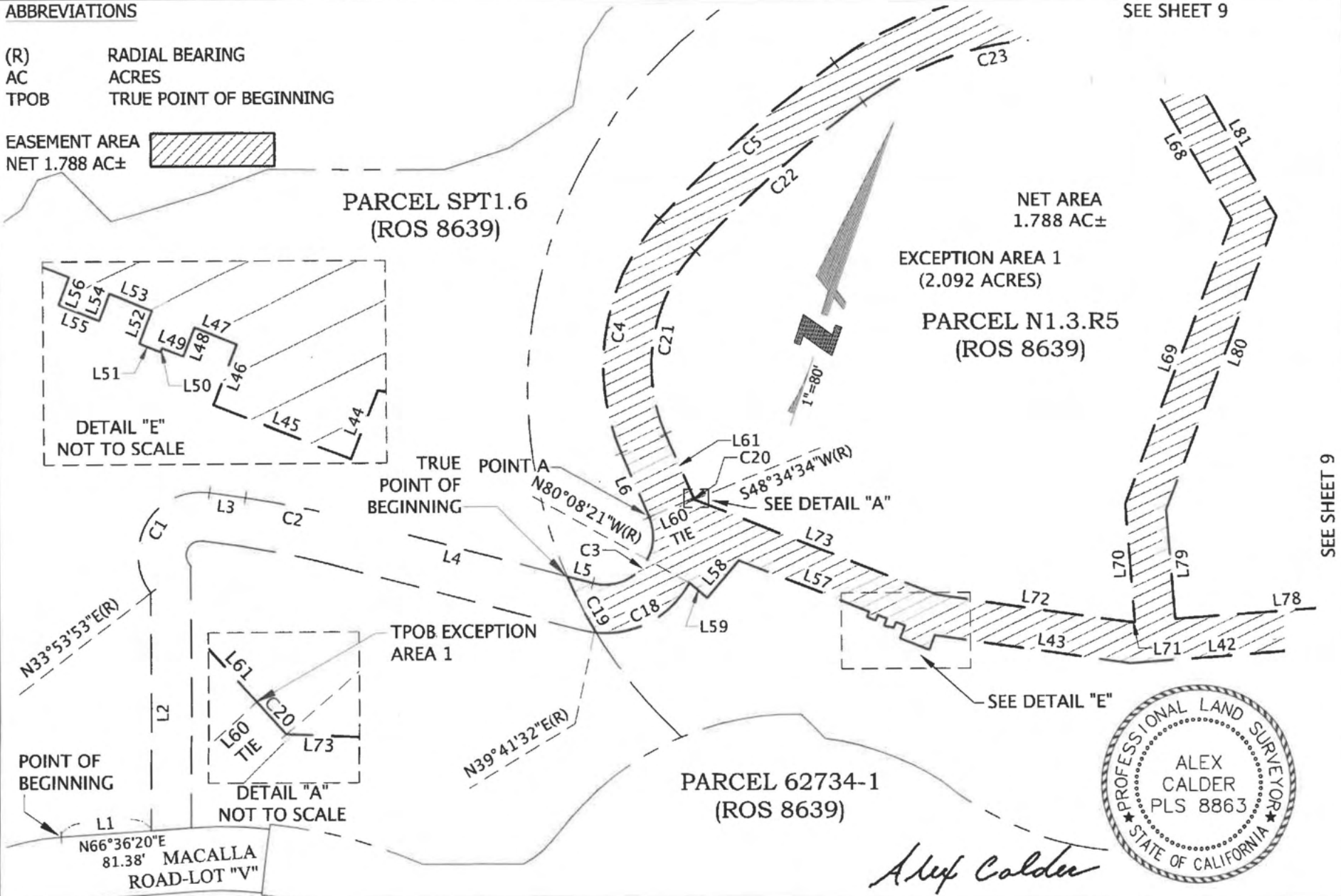
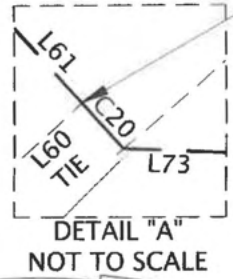
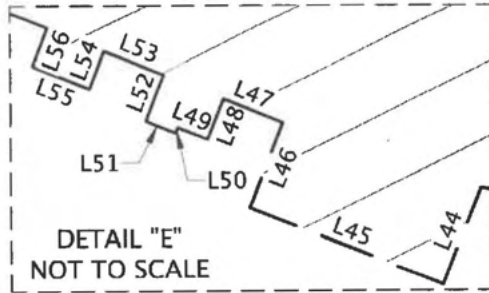
PARCEL SPT1.6
 (ROS 8639)

NET AREA
 1.788 AC±

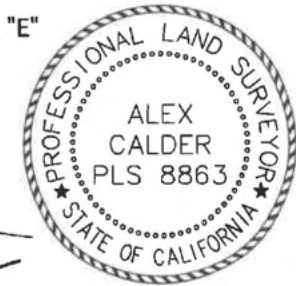
EXCEPTION AREA 1
 (2.092 ACRES)

PARCEL N1.3.R5
 (ROS 8639)

PARCEL 62734-1
 (ROS 8639)



SEE SHEET 9

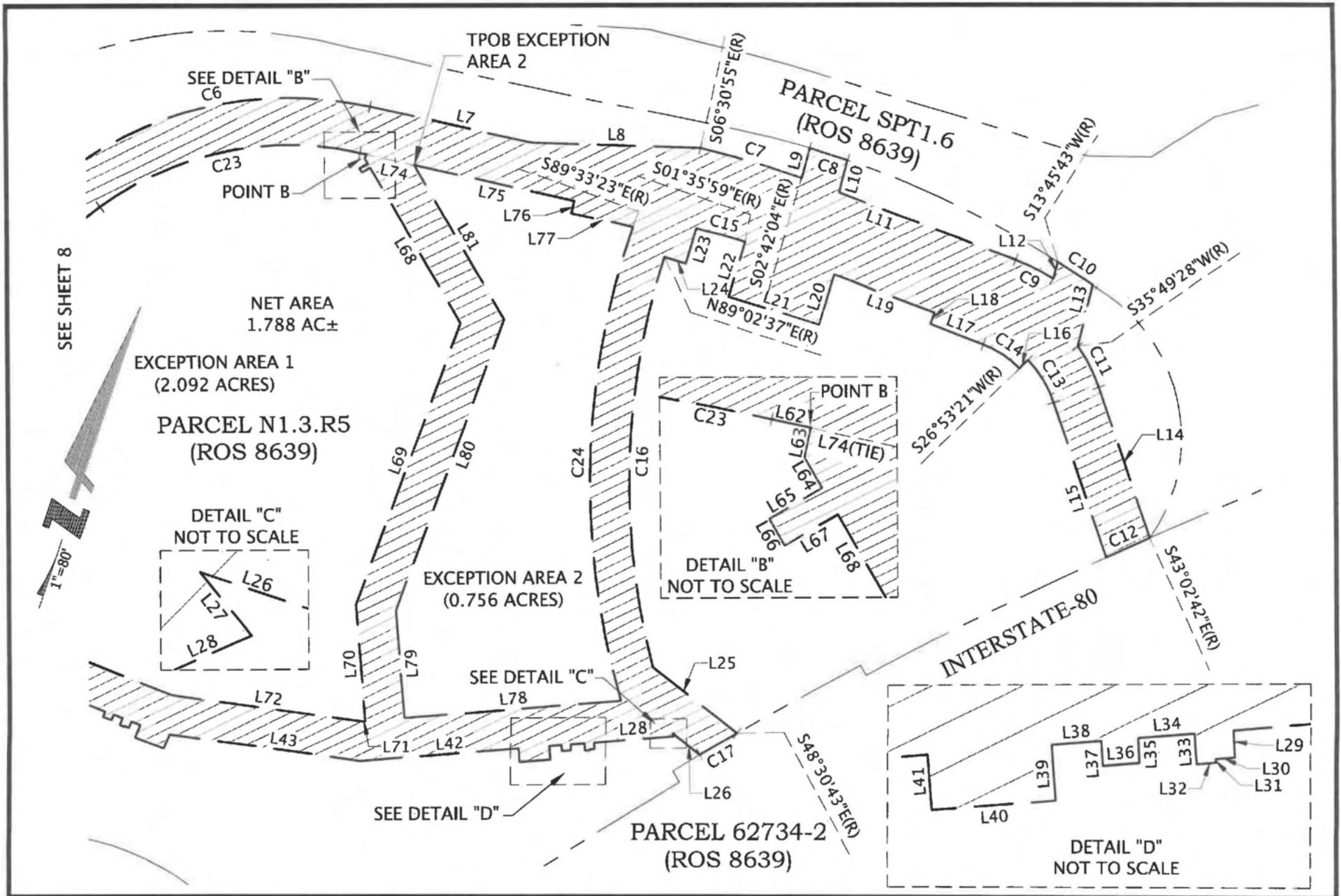


Alex Calder



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd AMC
 SHEET 9 OF 12



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT J
PLAT TO ACCOMPANY DESCRIPTION
Job No. 20140015
By DCJ Date 12/13/17 Chkd AMC
SHEET 10 OF 12

Curve Table			
Curve #	Length	Radius	Delta
C1	92.09	39.00	135°17'13"
C2	62.05	535.00	6°38'44"
C3	67.13	30.00	128°12'06"
C4	155.13	135.00	65°50'28"
C5	146.89	731.00	11°30'48"
C6	198.93	235.00	48°30'06"
C7	66.88	520.00	7°22'09"
C8	25.03	600.46	2°23'17"
C9	26.71	120.00	12°45'05"
C10	26.65	600.46	2°32'35"
C11	28.98	100.00	16°36'20"
C12	30.15	3021.67	0°34'18"
C13	31.20	70.00	25°32'27"
C14	27.33	62.50	25°03'13"
C15	32.21	470.00	3°55'37"
C16	262.03	461.40	32°32'18"
C17	27.05	3033.80	0°30'39"
C18	69.76	60.00	66°36'46"
C19	39.48	290.26	7°47'32"
C20	0.99	60.00	0°56'50"

Curve Table			
Curve #	Length	Radius	Delta
C21	120.66	105.00	65°50'28"
C22	140.86	701.00	11°30'48"
C23	173.54	205.00	48°30'06"
C24	303.50	486.40	35°45'03"



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd AMC
 SHEET 11 OF 12

Line Table		
Line #	Direction	Length
L1	N66°36'20"E	56.05
L2	N19°12'33"W	147.23
L3	N79°11'06"E	22.69
L4	N85°49'50"E	143.97
L5	N85°49'50"E	16.76
L6	N42°22'16"W	43.49
L7	N83°29'05"E	105.12
L8	N72°42'47"E	107.01
L9	N04°00'10"W	19.71
L10	S04°00'10"E	21.10
L11	S88°09'52"E	119.38
L12	N05°13'23"W	11.49
L13	S05°13'23"E	39.75
L14	S37°34'12"E	100.22
L15	N37°34'12"W	103.25
L16	S26°53'21"W	7.50
L17	N88°09'52"W	35.84
L18	N01°50'08"E	7.50
L19	N88°09'52"W	67.84
L20	S02°04'45"E	33.13
L21	S87°55'15"W	60.00

Line Table		
Line #	Direction	Length
L22	N02°04'46"W	36.39
L23	S02°04'46"E	23.38
L24	S88°12'49"W	14.09
L25	S71°13'28"E	67.87
L26	N71°13'28"W	21.87
L27	S39°01'52"E	2.02
L28	S66°28'53"W	50.66
L29	S23°40'14"E	4.04
L30	S66°19'46"W	3.02
L31	S23°56'02"E	0.54
L32	S66°03'58"W	3.02
L33	N24°18'21"W	4.60
L34	S66°28'53"W	8.81
L35	S23°31'07"E	3.75
L36	S66°28'53"W	5.75
L37	N23°31'07"W	3.75
L38	S66°28'53"W	7.82
L39	S23°40'14"E	8.50
L40	S66°28'53"W	19.50
L41	N23°40'14"W	8.50
L42	S66°28'53"W	100.60

Line Table		
Line #	Direction	Length
L43	S79°04'50"W	122.42
L44	S02°28'01"W	9.69
L45	N87°31'59"W	19.50
L46	N02°28'01"E	8.50
L47	N87°31'59"W	6.00
L48	S02°28'01"W	4.04
L49	N87°31'59"W	3.02
L50	S02°28'01"W	0.56
L51	N87°31'59"W	3.02
L52	N02°05'42"E	4.60
L53	N87°32'26"W	6.00
L54	S02°28'01"W	3.75
L55	N87°31'59"W	5.75
L56	N02°28'01"E	3.75
L57	N87°31'59"W	87.15
L58	S21°07'49"W	30.68
L59	N68°21'49"W	14.47
L60	N47°37'44"E	30.00
L61	N42°22'16"W	43.49
L62	N83°29'05"E	3.90
L63	S07°27'43"E	2.97

Line Table		
Line #	Direction	Length
L64	S49°06'31"E	3.43
L65	S40°53'29"W	6.00
L66	S49°06'31"E	3.00
L67	N40°53'29"E	6.00
L68	S49°06'31"E	113.49
L69	S01°39'59"W	188.82
L70	S23°31'07"E	73.85
L71	S66°28'53"W	1.91
L72	S79°04'50"W	121.86
L73	N87°31'59"W	162.29
L74	N83°29'05"E	31.28
L75	N83°29'05"E	103.81
L76	S06°29'24"E	8.00
L77	N83°27'44"E	39.93
L78	S66°28'53"W	137.75
L79	N23°31'07"W	68.26
L80	N01°39'59"E	195.09
L81	N49°06'31"W	112.84



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT J
 PLAT TO ACCOMPANY DESCRIPTION
 Job No. 20140015
 By DCJ Date 12/13/17 Chkd. AMC
 SHEET 12 OF 12

NO RECORDING FEE

RECORDING REQUESTED BY
and When Recorded Mail To:

City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

CONFORMED COPY of document recorded
on 09/13/2018, 2018K672358
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDERS

APN: 8902 - 005

Situs: Final Map No. 9235, Lot O

OFFER OF IMPROVEMENTS

TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company (“TI Series 1”), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco (“the City”), a municipal corporation and the Treasure Island Development Authority (“TIDA”), a California public benefit corporation, (collectively “Offerees”), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Treasure Island dated as of [9/4/18] between TI Series 1 and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree’s discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

Easement Exhibit S-SSPE

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day
of July, 2018.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By: _____
Name: Ryan Hauck
Title: Authorized Signatory

By: _____
Name: Christopher Meany
Title: Authorized Signatory

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

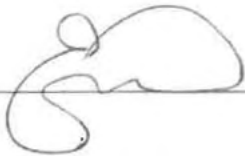
State of CALIFORNIA
County of SAN FRANCISCO

On **July 20, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared RYAN HAUCK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

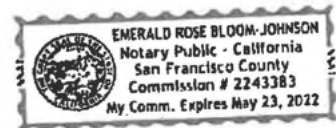
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____



(Seal)



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

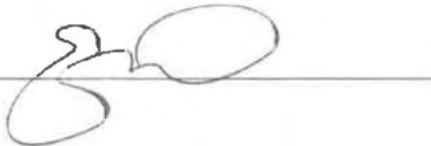
State of CALIFORNIA
County of SAN FRANCISCO

On **July 20, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared CHRISTOPHER MEANY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

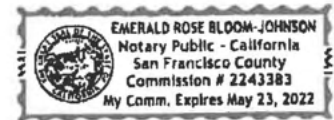


Exhibit A

Legal Description

[Attached]

**LOT-S-SSPSE
LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 14, as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015k165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the easterly common corner of Lot K and Lot J as shown on said Final Transfer Map (see sheet 4 of 16);

Thence southwesterly along the common line of said Lot K and said Lot 14, South 40°19'00" West, 119.61 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said common line South 27°41'00" East, 72.75 feet;

Thence South 62°19'00" West, 30.12 feet;

Thence North 27°41'00" West, 26.85 feet;

Thence South 62°21'06" West, 11.06 feet;

Thence North 27°41'00" West, 29.25 feet to the common line of said Lot 14 and Lot L as shown on said Final Transfer Map, said common line also being the common line of said Lot 14 and said Lot K;

Thence along said common line, North 40°19'00" East, 44.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,356 square feet more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

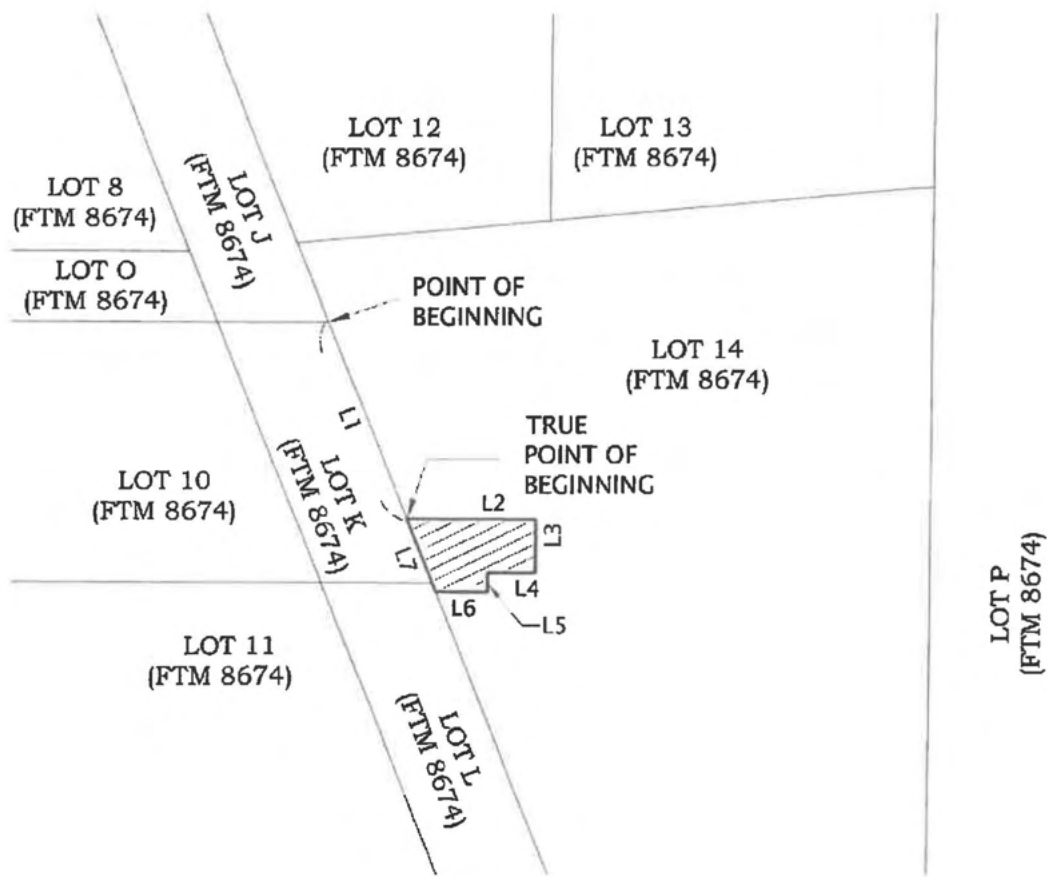


Alex M. Calder, PLS 8863

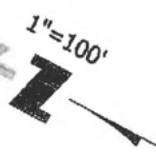


5/13/2018
Date

END OF DESCRIPTION



Alex Calder



Line Table		
Line #	Direction	Length
L1	S40°19'00"W	119.61
L2	S27°41'00"E	72.75
L3	S62°19'00"W	30.12
L4	N27°41'00"W	26.85
L5	S62°21'06"W	11.06
L6	N27°41'00"W	29.25
L7	N40°19'00"E	44.42

ABBREVIATIONS
 FTM FINAL TRANSFER MAP 8674
 SQ.FT. SQUARE FEET

EASEMENT AREA
 2,356 SQ.FT.±



NOTED BY: Tab



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject LOT-S-SSPSE
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 05/13/18 Chkd AMC
 SHEET 3 OF 3

NO RECORDING FEE

RECORDING REQUESTED BY
and When Recorded Mail To:

City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 400
San Francisco, CA 94102

CONFORMED COPY of document recorded
on 09/13/2018, 2018K672359
This document 09/13/2018, 2018K672359
SAN FRANCISCO COUNTY RECORDER

APN: 1939-112

Situs: Final Map No. 9235, Lot K

OFFER OF IMPROVEMENTS

TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company ("TI Series 1"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco ("the City"), a municipal corporation and the Treasure Island Development Authority ("TIDA"), a California public benefit corporation, (collectively "Offerees"), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Treasure Island dated as of [9/4/18] between TI Series 1 and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

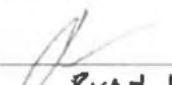
[SIGNATURES ON FOLLOWING PAGE]

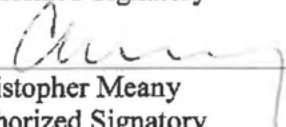
Easement Exhibit LOT R-SSPE

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day
of July, 2018.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By: 
Name: Ryan Hauck
Title: Authorized Signatory

By: 
Name: Christopher Meany
Title: Authorized Signatory

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

State of CALIFORNIA
County of SAN FRANCISCO

On **July 20, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared CHRISTOPHER MEANY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

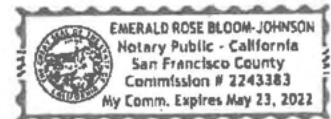
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____



(Seal)



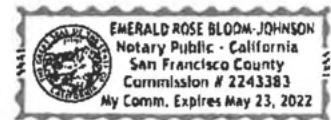
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of SAN FRANCISCO

On **July 20, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared RYAN HAUCK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature _____

A handwritten signature in black ink, appearing to be "Ryan Hauck", written over a horizontal line.

(Seal)

Exhibit A

Legal Description

[Attached]

July 31, 2015

LEGAL DESCRIPTION – Lot R-SSPSE

All that real property situate in the City and County of San Francisco, State of California and being a portion of that certain parcel of land described as the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island, as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G, recorded April 10, 1944 in Book 4034, Page 349, in the office of the Recorder of the said City and County of San Francisco (hereinafter referred to as Case 22164-G);

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence along the westerly line of said parcel of land known as Treasure Island, North 28°02'51" West, 2882.33 feet;

Thence leaving said westerly line, North 61°57'09" East, 1192.23 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 27°41'00" West, 60.13 feet;

Thence North 40°19'00" East, 61.82 feet;

Thence South 27°39'47" East, 83.29 feet;


Thence South 62°19'00" West, 57.29 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,109 square feet or 0.09 acres, more or less.

The bearings and distances in this description are based on the City and County of San Francisco 2013 plane coordinate system.

A plat showing the above-described parcel is attached hereto and made a part hereof.

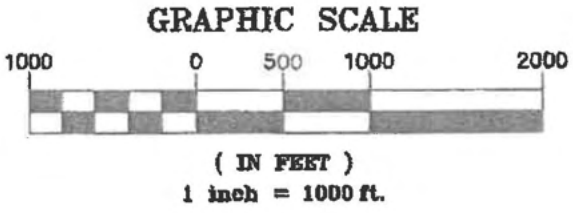
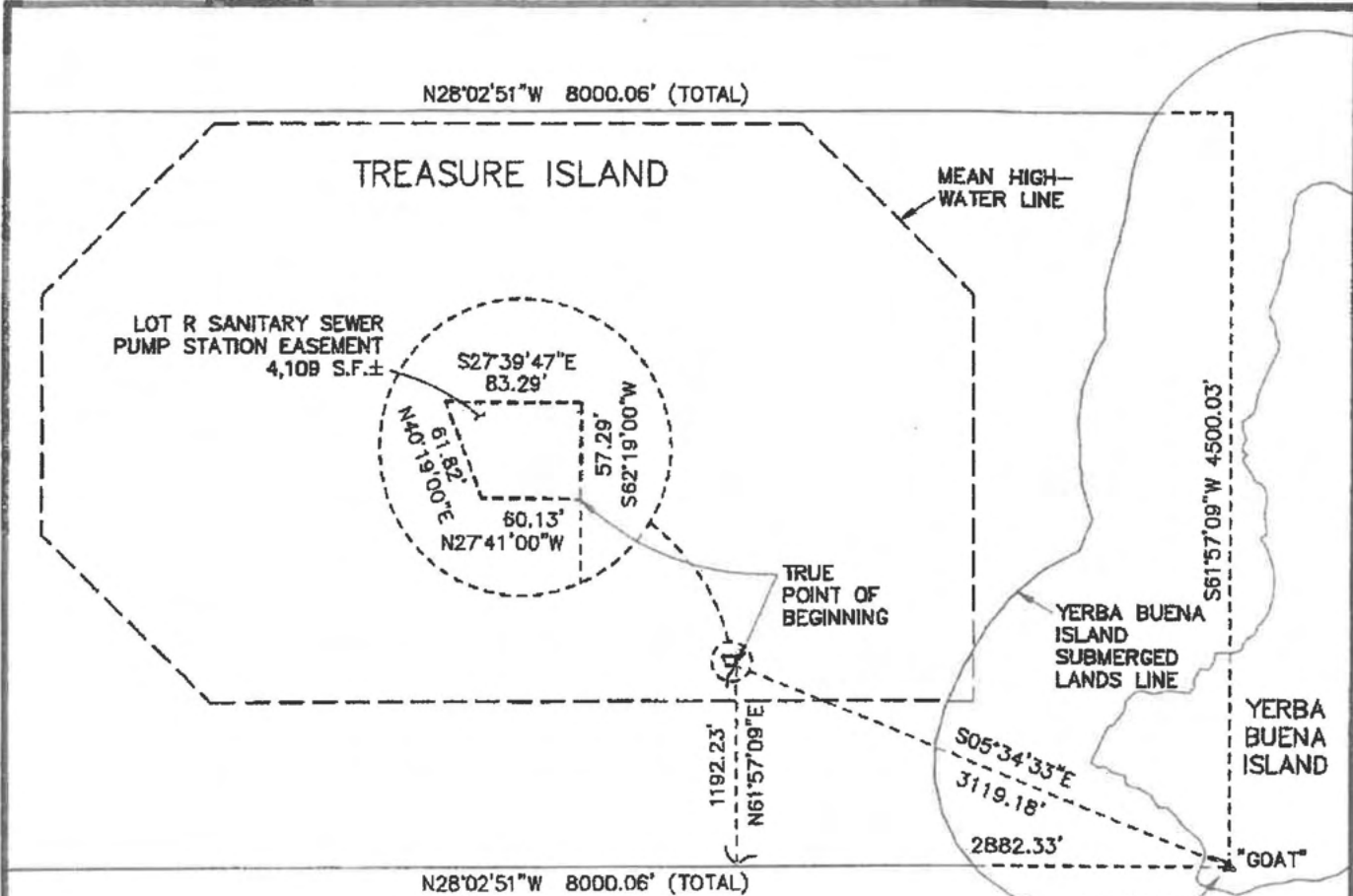
This description was prepared by me or under my direction in conformance with requirements of the Professional Land Surveyors' Act.


Billy Martin, PLS 5797



8.13.2015
Dated

END OF DESCRIPTION



PACIFIC LAND SURVEYS

Subject SANITARY SEWER
PUMP STATION EASEMENTS

Job No. 20140015

By CRM Date 8/4/15 Chkd. BM

SHEET 1 OF 1

NO RECORDING FEE

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

CONFIRMED COPY of document recorded
09/13/2018, 2018K672361
The following information is compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

[Space Above for Recorder's Use]

Assessor's Block ("AB") 1939, Lot 112;
AB 8902, Lot 005
Portions of Treasure Island

EASEMENT AGREEMENT

(Public Utility Easement, Pump/Lift Station, City Facilities on Land Subject to the Public Trust)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("TIDA" or "Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("City"), a perpetual public utility easement for City-owned facilities, free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "Easement Area"), which shall be referred to hereafter as the "Easement." TIDA previously reserved a divisible easement over the Easement Area in the Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco on November 10, 2015 as Document number 2015-K154698, as modified by the Second Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records of the City and County of San Francisco on July 20, 2018 as Document number 2018-K6425178. This Easement conveys a subset of those reserved rights, as set forth below.

1. Nature of Easement. The Easement is a perpetual, divisible, exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned pump and lift-station facilities, with all associated appurtenances, appliances, and fittings (collectively, "City Facilities"); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("City's Agents"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when

needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

2. Grantor's Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively, "**Grantor's Agents**") agrees that Grantor may not enter or otherwise use the Easement Area without City's prior written consent. Grantor may not grant rights to a third party within the Easement Area without City's prior written consent. City has no obligation to inform Grantor of any work by or on behalf of City within the Easement Area.

3. City's Use of the Easement.

a. City's rights under this Agreement may be exercised by City's Agents.

b. City will bear all responsibility to operate, maintain and repair the City Facilities at its sole cost, except to the extent any damage or cost is caused or necessitated by Grantor or Grantor's Agents, in which case Grantor shall bear such proportional cost and repair or pay for such damage, at City's discretion. City may elect to repair such damage at Grantor's cost, or may elect to witness Grantor's repair work. Any cost incurred by City that is caused or necessitated by Grantor or Grantor's Agents shall be invoiced to Grantor within twelve (12) months of the date the cost is incurred. Grantor shall remit payment to City within sixty (60) days of receiving an invoice.

c. In undertaking work within the Easement Area, City shall use reasonable efforts to (i) complete all construction, maintenance or repair activities in an expeditious and diligent manner; and (ii) minimize disruption to Grantor's use of Grantor's land adjoining the Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

d. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement, City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in **Section 2** (Grantor's Rights). In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

e. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City or to paving of private roads that exist at the time the Easement is accepted.

f. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this **Section 3(f)** shall survive the expiration and termination of this Easement.

4. Condition of Easement Area. City accepts its rights in the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this **Section 5**. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Shute, Mihaly & Weinberger, LLP 396 Hayes St. San Francisco, CA 94102 Attn: Gabriel Ross
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor

San Francisco, CA 94102

San Francisco Real Estate Division
Real Estate Director
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton R. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance Team

6. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary nonuse of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

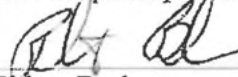
7. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. TIDA and City acknowledge that the precise locations described in the attached exhibits may change upon construction of utility-related improvements in those locations. In such an event, TIDA and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the utilities as actually installed.

The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated by written agreement of the parties or their respective successors and assigns.

Executed as of this 20th day of July, 2018.

GRANTOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY
a California nonprofit public benefit corporation

By: 
Name: Robert Beck
Title: Treasure Island Director

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
County of San Francisco)

On July 20, 2018, before me, Lauren Skellen, a Notary Public, personally appeared Robert Beck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



EXHIBIT A

A-LOT R-SSPSE

A-LOT S-SSPSE

Description and Plat of Easement Areas

EXHIBIT A-LOT R-SSPSE

July 31, 2015

LEGAL DESCRIPTION – Lot R-SSPSE

All that real property situate in the City and County of San Francisco, State of California and being a portion of that certain parcel of land described as the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island, as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G, recorded April 10, 1944 in Book 4034, Page 349, in the office of the Recorder of the said City and County of San Francisco (hereinafter referred to as Case 22164-G);

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence along the westerly line of said parcel of land known as Treasure Island, North 28°02'51" West, 2882.33 feet;
Thence leaving said westerly line, North 61°57'09" East, 1192.23 feet to the **TRUE POINT OF BEGINNING** of this description;
Thence North 27°41'00" West, 60.13 feet;
Thence North 40°19'00" East, 61.82 feet;
Thence South 27°39'47" East, 83.29 feet;
Thence South 62°19'00" West, 57.29 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,109 square feet or 0.09 acres, more or less.

The bearings and distances in this description are based on the City and County of San Francisco 2013 plane coordinate system.

A plat showing the above-described parcel is attached hereto and made a part hereof.

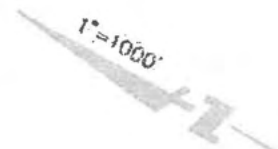
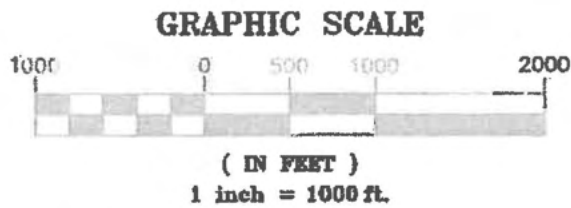
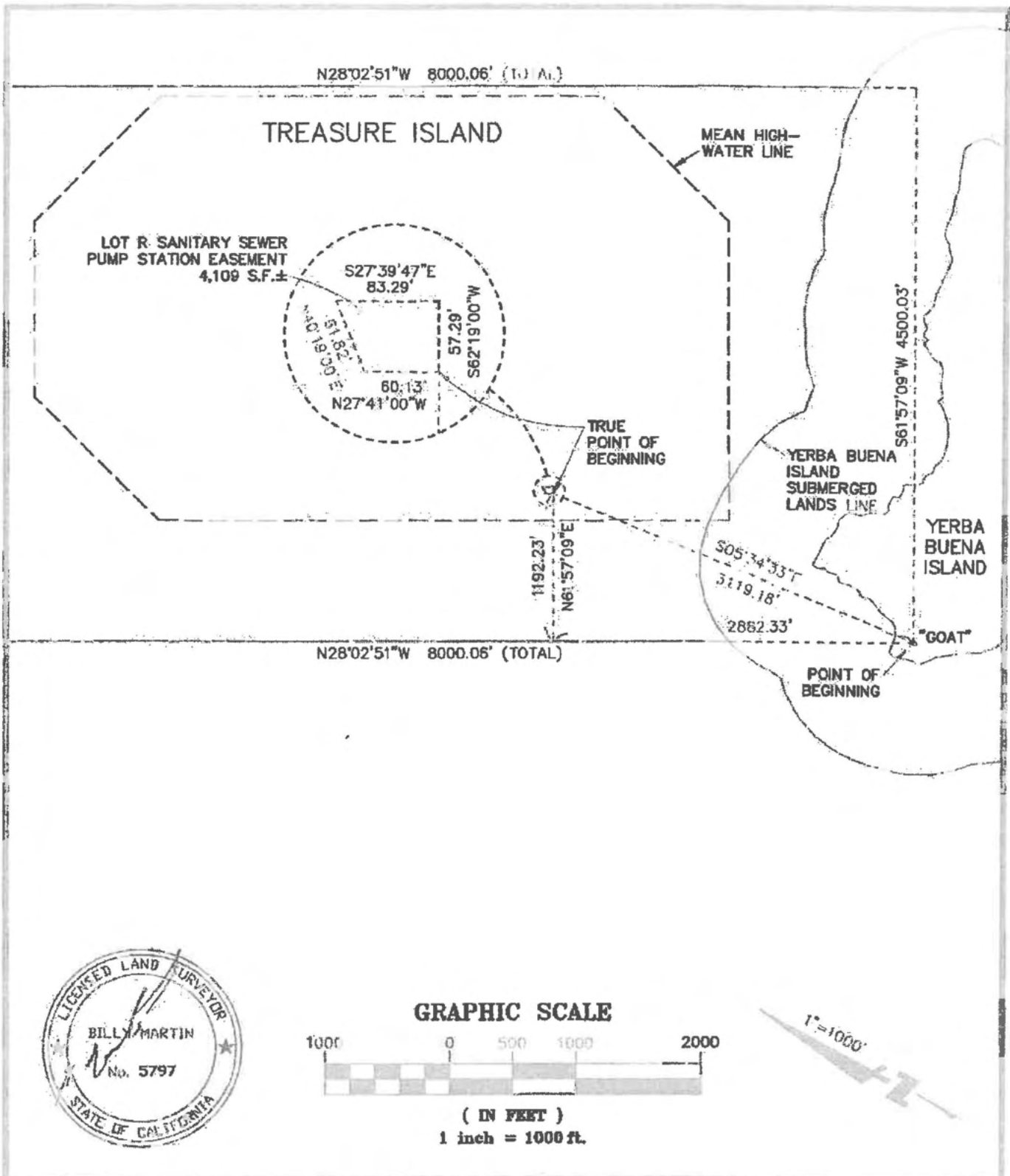
This description was prepared by me or under my direction in conformance with requirements of the Professional Land Surveyors' Act.


Billy Martin, PLS 5797



7-31-2015
Dated

END OF DESCRIPTION



PACIFIC LAND SURVEYS

Subject SANITARY SEWER
PUMP STATION EASEMENTS
 Job No. 20140015
 By CRM Date 8/4/15 Chkd. BM
 SHEET 1 OF 1

EXHIBIT A-LOT S-SSPSE



ENGINEERS . SURVEYORS . PLANNERS *Delivering Inspired Infrastructure*

May 13, 2018
Project No. 20140015-50

**LOT-S-SSPSE
LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 14, as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015k165185, Official Records of said County, and being more particularly described as follows:

BEGINNING at the easterly common corner of Lot K and Lot J as shown on said Final Transfer Map (see sheet 4 of 16);

Thence southwesterly along the common line of said Lot K and said Lot 14, South 40°19'00" West, 119.61 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said common line South 27°41'00" East, 72.75 feet;

Thence South 62°19'00" West, 30.12 feet;

Thence North 27°41'00" West, 26.85 feet;

Thence South 62°21'06" West, 11.06 feet;

Thence North 27°41'00" West, 29.25 feet to the common line of said Lot 14 and Lot L as shown on said Final Transfer Map, said common line also being the common line of said Lot 14 and said Lot K;

Thence along said common line, North 40°19'00" East, 44.42 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,356 square feet more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.



ENGINEERS . SURVEYORS . PLANNERS *Delivering Inspired Infrastructure*

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

A handwritten signature in cursive script that reads "Alex Calder".

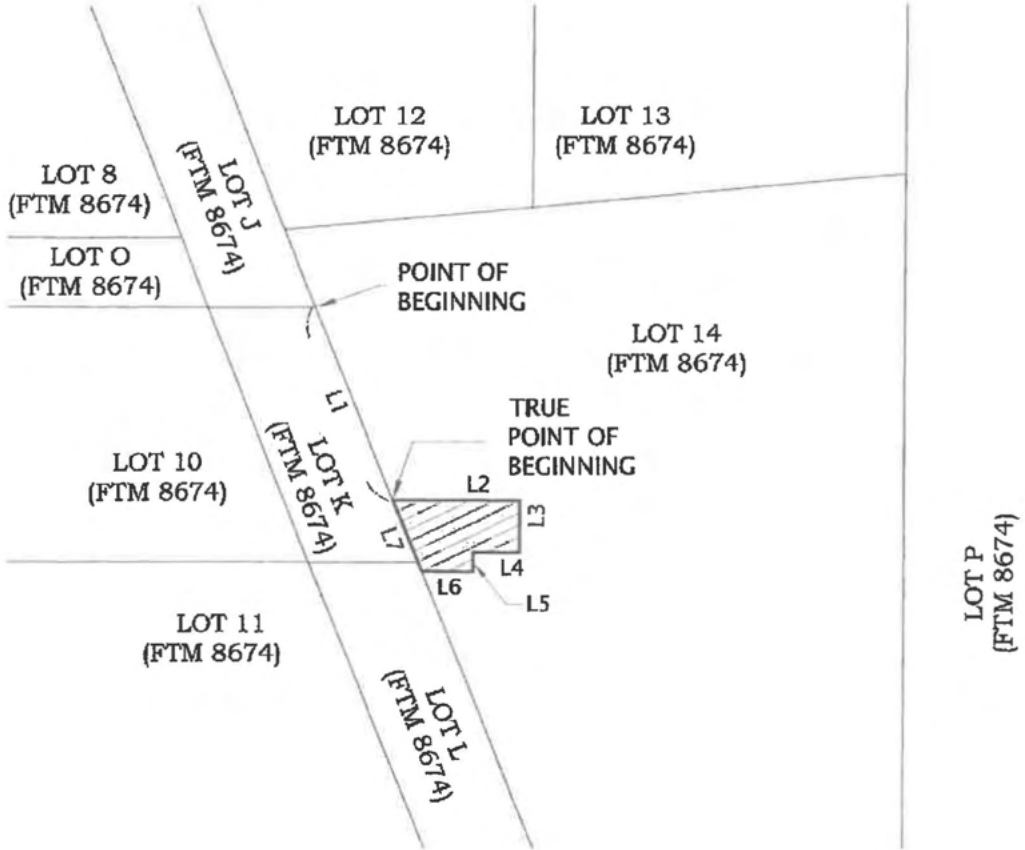
Alex M. Calder, PLS 8863



5/13/2018

Date

END OF DESCRIPTION



Alex Calder

ABBREVIATIONS

FTM FINAL TRANSFER MAP 8674
 SQ.FT. SQUARE FEET

EASEMENT AREA 
 2,356 SQ.FT.±



Line Table		
Line #	Direction	Length
L1	S40°19'00"W	119.61
L2	S27°41'00"E	72.75
L3	S62°19'00"W	30.12
L4	N27°41'00"W	26.85
L5	S62°21'06"W	11.06
L6	N27°41'00"W	29.25
L7	N40°19'00"E	44.42

PLOTTED BY: Feb 18



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

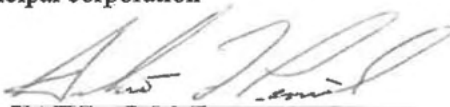
Subject LOT-S-SSPSE
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 05/13/18 Chkd AMC
 SHEET 3 OF 3

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated JULY 20, 2018, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 95-11, approved JUNE 14, 2018, and the City consents to recordation thereof by its duly authorized officer.

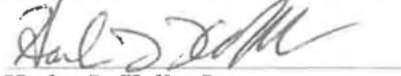
Dated: AUGUST 14, 2018

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
Andrico Penick 8/14/18
Acting Director of Property

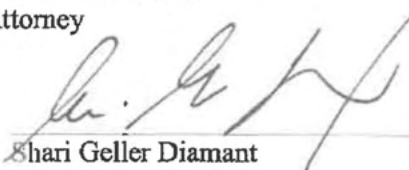
RECOMMENDED:

San Francisco Public Utilities Commission

By: 
Harlan L. Kelly, Jr.
General Manager

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: 
Shari Geller Diamant
Deputy City Attorney



GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

December 6, 2024

Mr. Bob Beck
Treasure Island Director
Treasure Island Development Authority
Treasure Island Administration Building
1 Avenue of the Palms, Suite 241
San Francisco, CA 94130

Project Title: Treasure Island and Yerba Buena Island Sanitary Sewer Pump Stations – Acceptance of Public Improvements
Assessor’s Blocks(s)/Lot(s): 1939/090; 1939/112; 8902/465; and 8954/003
Design Review Approval No.(s): 2007.0903BEMRTUWZ
Zoning District(s): Treasure Island Open Space (TI-OS), Treasure Island Mixed Use (TI-MU), Yerba Buena Island Mixed Use (YBI-MU), Yerba Buena Island Public/Civic/Institutional (YBI-PCI), and Yerba Buena Island Open Space (YBI-OS) Zoning Districts; 25-TI, 50-TI, 35-Low Rise YBI and N/A Height/Bulk Districts
Staff Contact: Nicholas Foster, AICP, LEEP GA; 628.652.7330; nicholas.foster@sfgov.org

Dear Mr. Beck:

This letter addresses the proposed Treasure Island Development Authority (TIDA) Board’s acceptance of public improvements for four (4) Treasure Island and Yerba Buena Island Sanitary Sewer Pumps Stations (SSPS) located on the following Assessor’s Blocks/Lots: 1939/090; 1939/112; 8902/465; and 8954/003. The public improvements are shown in the plans (“Plans”) for the following:

- Street Improvement Permit (SIP) for “TI Bruton SSPS”; approved by Public Works Street Use and Mapping on September 16, 2024, under Permit # 19IE-00636.
- Street Improvement Permit (SIP) for “TI Cravath SSPS”; approved by Public Works Street Use and Mapping on September 16, 2024, under Permit # 19IE-00636.
- Street Improvement Permit (SIP) for “YBI Macalla SSPS”; approved by Public Works Street Use and Mapping on January 31, 2024, under Permit #18IE-00680.
- Street Improvement Permit (SIP) for “YBI North Gate SSPS”; approved by Public Works Street Use and Mapping

on January 31, 2024, under Permit #18IE-00680.

On April 21, 2011, the San Francisco Planning Commission issued a series of approvals for the Treasure Island/Verba Buena Island Project (Planning Department Records 2007.0903BEMRTUWZ). These approvals actions included certification of the Final Environmental Impact Report (FEIR) through Motion No. 18325, adoption of California Environmental Quality Act (“CEQA”) findings through Motion No. 18326, and adoption of General Plan and Planning Section 101.1 consistency findings through Motion No. 18328.

Planning Department Staff has reviewed the Plans and considered the other actions comprising the TIDA Board acceptance of four (4) sanitary sewer pump stations and finds them consistent with the Planning Commission’s approvals. Therefore, the Planning Department Staff finds that the TIDA Board actions, including those approval actions that the Board of Supervisors delegated to the TIDA Board in Ordinance No. 28-24, are covered with the scope of the FEIR and the CEQA findings of Planning Commission Motion Nos. 18325 and 18326. In addition, Planning Department Staff finds that the TIDA Board actions are, on balance, consistent with General Plan and Planning Code Section 101.1 Consistency Findings of Planning Commission Motion No. 18328. For purposes of the TIDA Board actions identified in this letter, the Planning Department Staff relies on and incorporates by reference these Planning Commission Motions and their associated findings.

Sincerely,

Nicholas Foster

Nicholas Foster, AICP, LEEP GA
Principal Planner

cc: (via email)

Denny Phan, PE
Acting Manager, Infrastructure Task Force
San Francisco Public Works

RESOLUTION NO. 25-03-0212

1 [Recommendations concerning City acceptance of 4 Sanitary Sewer Pump Stations]

2

3 **RESOLUTION TO RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT: (A)**
4 **APPROVE THE GRANT DEED FOR THE REAL PROPERTY LOCATED ON A**
5 **PORTION OF YERBA BUENA ISLAND UPON WHICH THE MACALLA SANITARY**
6 **SEWER PUMP STATION ON MACALLA ROAD HAS BEEN BUILT; (B) APPROVE**
7 **THE DEVELOPER’S IRREVOCABLE OFFERS FOR FOUR SANITARY SEWER PUMP**
8 **STATIONS WITH TWO LOCATED ON YERBA BUENA ISLAND, KNOWN AS**
9 **MACALLA SANITARY SEWER PUMP STATION ON MACALLA ROAD, AND NORTH**
10 **GATE SANITARY SEWER PUMP STATION ON NORTH GATE ROAD AND TWO ON**
11 **TREASURE ISLAND, KNOWN AS THE BRUTON SANITARY SEWER PUMP**
12 **STATION ON BRUTON STREET AND CRAVATH SANITARY SEWER PUMP**
13 **STATION ON CRAVATH STREET; (C) DEDICATE THE AFOREMENTIONED PUMP**
14 **STATIONS FOR PUBLIC USE; (D) DESIGNATE THE AFOREMENTIONED PUMP**
15 **STATIONS FOR UTILITY PURPOSES; (E) ACCEPT THE PUMP STATIONS FOR CITY**
16 **MAINTENANCE AND LIABILITY PURPOSES, SUBJECT TO CERTAIN**
17 **CONDITIONS; AND ADOPT ENVIRONMENTAL FINDINGS ASSOCIATED WITH**
18 **THE AUTHORITY’S ACTIONS.**

19

20 WHEREAS, On June 28, 2011, the Treasure Island Development Authority (the
21 “**Authority**”) and Treasure Island Community Development, LLC (“**Developer**”) entered into
22 the Disposition and Development Agreement (as amended, “**Treasure Island/Yerba Buena**
23 **Island DDA**” or “**DDA**”); and

24 WHEREAS, The DDA contemplates the redevelopment of Treasure Island and Yerba
25 Buena Island (the “**Project**”), including up to 8,000 units of housing, 140,000 square feet of
commercial and retail space, 100,000 square feet of office space, and up to approximately 300
acres of parks and open space, a ferry terminal, new and upgraded streets and other public ways,

1 and extensive bicycle, pedestrian, and transit facilities; and

2

3 WHEREAS, Under the DDA, the Developer is responsible for construction of public
4 improvements within the Project, including (i) the Sanitary Sewer Pump Station and associated
5 power generator and other associated pump station equipment on North Gate Road on Yerba
6 Buena Island (“**North Gate Sanitary Sewer Pump Station**”), (ii) the Sanitary Sewer Pump
7 Station and associated power generator and other associated pump station equipment on Macalla
8 Road on Yerba Buena Island (“**Macalla Sanitary Sewer Pump Station**”), (iii) the Sanitary Sewer
9 Pump Station and associated power generator and other associated pump station equipment on
10 Bruton Street on Treasure Island (“**Bruton Sanitary Sewer Pump Station**”), and (iv) the Sanitary
11 Sewer Pump Station and associated power generator and other associated pump station equipment
12 on Cravath Street on Treasure Island (“**Cravath Sanitary Sewer Pump Station**”); and

13 WHEREAS, All four sanitary sewer pump stations collectively are referenced as the
14 “**Pump Stations Improvements**”, and described in the Street Improvement Permit Nos. 19IE-
15 00636 (for the Bruton and Cravath Sanitary Sewer Pump Stations) and 18IE-00680 (for the
16 Macalla and North Gate Sanitary Sewer Pump Stations), and Department of Building Inspection
17 Building Permit Nos. 202211297332, 202211297342, and 202211307357 (for the power
18 generators and electrical and mechanical permits for all the pump stations); and

19 WHEREAS, As set forth in the Memorandum of Agreement Regarding Ownership and
20 Maintenance of Public Improvements on Treasure Island and Yerba Buena Island between the
21 Authority and the City and County of San Francisco (“**City**”), dated April 26, 2017, upon
22 satisfaction of all conditions to acceptance of the offered improvement, the Authority may accept
23 such improvements completed by Developer that will be Authority responsibility or recommend
24 that the Board of Supervisors accept those improvements that will be City responsibility with the
25 approval of the Authority Board of Directors (the “**Authority Board**”) and the Board of
Supervisors; and

WHEREAS, Treasure Island Series 1, LLC (“**TI Series 1**”), and Treasure Island Series 2,

1 LLC (“**TI Series 2**”), affiliates of Developer and partial assignees of the Developer’s rights and
2 obligations under the DDA, have prepared irrevocable offers of the Pump Stations Improvements
3 to the City (two related to Treasure Island and recorded on September 13, 2018 and two related
4 to Yerba Buena Island and recorded on April 19, 2018) (the “**TI Series 1 Offer**”) and (the “**TI**
5 **Series 2 Offer**”), respectively (and together, the “**Irrevocable Offers**”), copies of which are on
6 file with the Secretary of this Board and are incorporated herein by reference; and

7 WHEREAS, San Francisco Public Works (“**PW**”) issued Public Works Order No.
8 211409 (the “**PW Order**”), confirming that PW has : (1) inspected the Pump Stations
9 Improvements and the City Engineer, by issuance of a series of Notices of Completion,
10 determined them to be complete in substantial conformity with the approved plans,
11 specifications, and applicable City regulations governing the Pump Stations Improvements; and
12 (2) determined that the Pump Stations Improvements are ready for their intended use; and

13 WHEREAS, In the PW Order, the PW Director recommends, and the City Engineer
14 certifies, to the Authority Board and the Board of Supervisors that the Pump Stations
15 Improvements should be accepted for public use by the City and PW further recommends that
16 the Board of Supervisors acknowledge the Authority’s recommendations regarding (i) the City’s
17 acceptance of the grant deed and ownership of the real property on a portion of Yerba Buena
18 Island upon which the Macalla Sanitary Sewer Pump Station was built, as more particularly
19 described as Lot G in Final Map No.9228 recorded on April 19, 2018 as Document No. 2018-
20 K602992 (the “**Macalla Real Property**”); (ii) City’s acceptance of the Irrevocable Offers for the
21 Pump Stations Improvements; (iii) dedication of the Pump Station Improvements for public use;
22 (iv) designation of the Improvement for public utility purposes; and (v) acceptance of the Pump
23 Stations Improvements for maintenance and liability purposes subject to certain conditions,
24 including the assignment of warranties (“**Assignment of Warranties**”). Copies of the
25 Irrevocable Offers, the Draft PW Order, and the Assignment of Warranties are all on file with the
Secretary of this Board and are incorporated herein by reference; and

WHEREAS, The City will own the Macalla Real Property; and

1 WHEREAS, On April 21, 2011, the City Planning Commission by Motion No. 18325
2 certified the completion of the Final Environmental Impact Report (the “**FEIR**”) for the Project;
3 and

4 WHEREAS, On April 21, 2011, the City Planning Commission by Motion No. 18326
5 and the Authority, by Resolution No. 11-15-04/21, adopted environmental findings pursuant to
6 the California Environmental Quality Act (“**CEQA**”) with respect to approval of the Project,
7 including a mitigation monitoring and reporting program and a statement of overriding
8 considerations; and

9 WHEREAS, San Francisco Planning Department issued a letter dated December 6, 2024
10 (“**SF Planning Letter**”) that found the Pump Stations Improvements are covered within the
11 scope of the FEIR and are on balance, consistent with the General Plan and Planning Code
12 Section 101.1. A copy of the SF Planning Letter is on file with the Secretary of this Board and is
13 incorporated herein by reference; now, therefore, be it

14 RESOLVED, The Authority Board relies on the CEQA determination in the SF Planning
15 Letter for purposes of this action and adopts it as its own; and be it

16 FURTHER RESOLVED, That the Authority Board relies on the findings set forth in the
17 PW Order; and, be it

18 FURTHER RESOLVED, That the Authority Board recommends that the Board of
19 Supervisors approve the grant deed for the Macalla Real Property; and, be it

20 FURTHER RESOLVED, That the Authority Board recommends that the Board of
21 Supervisors accept the Irrevocable Offers for the Pump Stations Improvements on behalf of the
22 public, dedicate the Pump Stations Improvements to public use, designate the Pump Stations
23 Improvements for public utility purposes, and accept the Pump Stations Improvements for
24 maintenance and liability purposes, subject to the conditions identified in the PW Order,
25 including the assignment of warranties; and, be it

FURTHER RESOLVED, That the Authority Board authorizes the Treasure Island

1 Director, in consultation with the City Attorney, to take any and all actions which may be
2 necessary or advisable to effectuate the purpose and intent of this resolution, are in the best
3 interests of the Authority, and that do not materially increase the obligations or liabilities of the
4 Authority or materially reduce the rights of the Authority, such determination to be conclusively
5 evidenced by the execution and delivery by the Treasure Island Director of the documents.

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CERTIFICATE OF SECRETARY

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I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on February 12, 2025.

DocuSigned by:
Jeanette Howard
974540452282437...

Jeanette Howard, Secretary

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

EXEMPT FROM RECORDING FEES PER
GOV'T CODE SEC. 6103, 27383

APN: 8954.003

(Space above this line reserved for Recorder's use only)

GRANT DEED
(Parcel G - SFPUC Pump Station Lot)

The undersigned declares the following:

EXEMPT FROM THE BUILDING HOMES AND JOBS ACT FEE PER GC 27388.1(A)(2)(D); THIS DOCUMENT IS BEING RECORDED BY THE STATE, A COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION OF THE STATE.

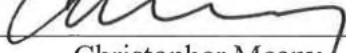
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER R&T CODE § 11922: GOVERNMENTAL AGENCY ACQUIRING TITLE.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company, (collectively, "Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Grantee"), all that real property in the County of San Francisco, State of California, described in Exhibit A attached hereto and made a part hereof.

Executed as of this 22nd day of January, 2025.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By: 
Name: Christopher Meany
Title: Authorized Signatory

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF San Francisco

On January 22, 2025 before me, Renee Adams Notary Public, personally appeared Christopher Meany, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Renee Adams

(seal)

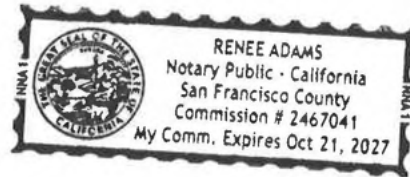


EXHIBIT A

Legal Description



LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 23 as shown on that certain Final Transfer Map No. 8674 recorded December 7, 2015, as Document No. 2015K165185, Official Records of said County, and being more particularly described as follows:

BEGINNING on the southerly line of Lot V (Macalla Road) as shown on said map (see sheet 16 of 16), at the westerly terminus of that certain course shown as "N66°36'20"E, 81.38'" on said map;

Thence along said southerly line, North 66°36'20" East, 23.19 feet to the **TRUE POINT OF BEGINNING**

Thence continuing along said southerly line the following two courses:

1. North 66°36'20" East, 58.19 feet to the beginning of a tangent curve to the right;
2. Along said curve having a radius of 212.00 feet, through a central angle of 00°29'18", for an arc length of 1.81 feet;

Thence leaving said southerly line, South 23°23'40" East, 30.00 feet;

Thence South 66°36'20" West, 60.00 feet;

Thence North 23°23'40" West, 30.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,801 square feet, more or less.

Horizontal Datum & Reference System

The horizontal datum is the North American Datum of 1983: NAD 83 (2011) Epoch 2010.00 referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 coordinate system (CCSF-CS13). CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. See ROS 8080, filed April 4, 2014, in Book EE of Survey Maps at pages 147-157 in the Office of the Recorder of the City and County of San Francisco.

A plat showing the above described parcel is attached hereto and made a part hereof.



February 5, 2018
Project No. 20140015-50

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Alex M. Calder, LLS 8863



2/5/2018
Date

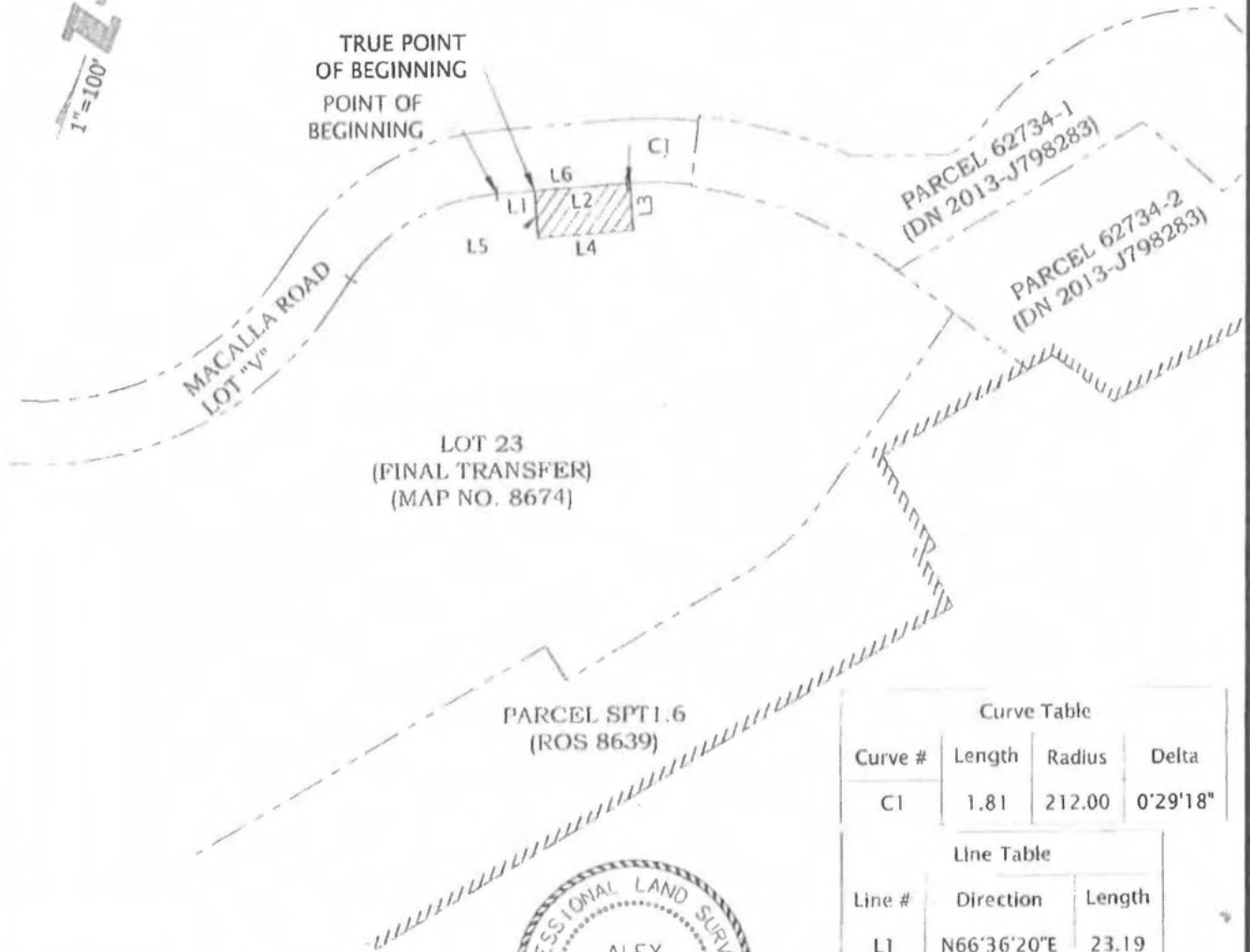
END OF DESCRIPTION

EXHIBIT

PARCEL SPT1.6
(ROS 8639)



TRUE POINT
OF BEGINNING
POINT OF
BEGINNING



LOT 23
(FINAL TRANSFER)
(MAP NO. 8674)

PARCEL SPT1.6
(ROS 8639)

Curve Table			
Curve #	Length	Radius	Delta
C1	1.81	212.00	0°29'18"

Line Table		
Line #	Direction	Length
L1	N66°36'20"E	23.19
L2	N66°36'20"E	58.19
L3	S23°23'40"E	30.00
L4	S66°36'20"W	60.00
L5	N23°23'40"W	30.01
L6	N66°36'20"E	81.38



Alex Calder

ABBREVIATIONS

(R) RADIAL BEARING
SQ.FT. SQUARE FEET

LOT G AREA
1,801 SQ.FT.±



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject EXHIBIT
PLAT TO ACCOMPANY LEGAL DESCRIPTION

Job No 20140015

By DCJ Date 2/5/18 Chkd AMC
SHEET 3 OF 3

PLOTTED BY: [unclear]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed, dated _____, 2025, from TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company ("Grantor"), to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, existing under the laws of the State of California ("Grantee"), is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to the authority conferred by Ordinance No. _____ adopted on _____, 20__ and the Grantee consents to the recordation thereof, by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 202_.

GRANTEE:

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

RECOMMENDED by San Francisco
Public Utilities Commission

By: _____
Dennis J. Herrera
General Manager

APPROVED LEGAL DESCRIPTION:

By: _____
Acting City and County Surveyor
LS _____
Expires _____

Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Subject:

The text is listed:

Ordinance accepting irrevocable offers of public infrastructure associated with the Treasure Island/Yerba Buena Island Project for the Bruton Sanitary Sewer Pump Station on Bruton Street and the Cravath Sanitary Sewer Pump Station on Cravath Street, both on Treasure Island; and the Macalla Sanitary Sewer Pump Station on Macalla Road and the North Gate Sanitary Sewer Pump Station on North Gate Road, both on Yerba Buena Island; dedicating this infrastructure to public use; designating it for utility purposes; accepting the public infrastructure for City maintenance and liability; approving a grant deed for the Macalla Pump Station; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; accepting a Public Works Order recommending various actions in regard to the public infrastructure; and authorizing official acts, as defined herein, in connection with this ordinance.

Signature of Sponsoring Supervisor: