

PUBLIC IMPROVEMENT AGREEMENT
(TREASURE ISLAND - FINAL MAP NO. 10347 IMPROVEMENTS)

This PUBLIC IMPROVEMENT AGREEMENT (TREASURE ISLAND FINAL MAP NO. 10347 IMPROVEMENTS) (this “**Agreement**”) dated for reference purposes only as of _____, 2025, is entered into as of _____, 2025 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”), the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, (“**TIDA**” or the “**Authority**”), and TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company, its successors and assigns (“**Subdivider**”).

RECITALS

A. TIDA and Subdivider are parties to that certain Disposition and Development Agreement (Treasure Island and Yerba Buena Island), dated as of June 28, 2011, and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on August 10, 2011, as Document No. 2011-J235239-00 (the “**Original DDA**”), as amended by that certain First Amendment to Disposition and Development Agreement (Treasure Island and Yerba Buena Island), dated as of October 23, 2015, and recorded in the Official Records on November 5, 2015, as Document No. 2015-K153304 (the “**First Amendment**”), by that certain Second Amendment, dated January 18, 2018, and recorded in the Official Records on January 22, 2018, as Document No. 2018-K569072 (the “**Second Amendment**”), and by that certain Amended and Restated Disposition and Development Agreement (Treasure Island/Yerba Buena Island), dated as of August 1, 2024, and recorded in the Official Records on September 11, 2024, as Document No. 2024-K2024070297 (the “**Amended and Restated DDA**”) collectively, and as the same may be further amended from time to time, the “**DDA**.”

B. Pursuant to that certain Development Agreement dated as of June 28, 2011, by and between Subdivider and the City, and as amended by that certain First Amendment to Development Agreement dated August 1, 2024, as recorded in the Official Records on September 11, 2024, as Document No. 2024070247 (collectively, “**DA**”), Subdivider and TIDA are engaged in subdividing the property that is subject to proposed phased “Final Map No. 10347

(“**Final Map**”) consisting of approximately 32 acres, as shown therein (“**Property**”). A revised tentative subdivision map, entitled “Tentative Subdivision Map - Proposing a Merger and Subdivision of Treasure Island Subphase 3 with 75 Lots, 2132 Residential, 200 Commercial Condominiums, and 2,132 Parking Units - Treasure Island” (“**Tentative Map**”), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (“**Director**” with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act and the Treasure Island and Yerba Buena Island Subdivision Code (“**Advisory Agency**”), subject to certain requirements and conditions contained in the Director’s Conditions of Approval in Public Works Order No. 206329 dated April 5, 2022 (“**Conditions of Approval**”), which superseded Public Works Order No. 205387

C. The Tentative Map authorizes Subdivider to file multiple phased final maps, to subdivide the overall Tentative Map No. 10347 subdivision area incrementally, such that integrated infrastructure systems may be built out incrementally on a phased basis.

D. Pursuant to the Treasure Island and Yerba Buena Island Subdivision Code (the “**Code**”) and the Treasure Island and Yerba Buena Island Subdivision Regulations (“**Subdivision Regulations**”), the Tentative Map, and the Conditions of Approval, TIDA will provide the City with permanent easements for Lots A, B, D, E, F, H, I, J, M, Q, S, T, U, V, W and Y for public street and utilities use (“**Street and Utilities Lots**”) pursuant to separate instruments as further described in this Agreement. In addition to the California Streets and Highways Code and the Municipal Code, terms for the inspection, dedication and acceptance of the Required Infrastructure are reflected in the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island by and between TIDA and the City acting by and through the Department of Public Works, the San Francisco Public Utilities Commission and the San Francisco Municipal Transportation Agency dated April 26, 2017 (“**Streets MOA**”).

E. Pursuant to the DDA, Subdivider is obligated to construct horizontal infrastructure and public improvements on the Street and Utilities Lots as well as public park and open space improvements (“**Open Space Improvements**”) on Lots C, G, K, L, N, O, P, R and X

(“**Open Space Lots**”) that are, and will continue to be, owned in fee by TIDA. Such Open Space Improvements shall be permitted by Public Works in accordance with California Government Code Section 66477.1 and San Francisco Subdivision Code Section 1738. The street and utility infrastructure and public improvements contemplated for the Property are described in the Treasure Island Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA as Exhibit FF, and as may be amended from time to time, and the Treasure Island and Yerba Buena Island Streetscape Master Plan approved by TIDA on February 10, 2015, as amended from time to time, and the Tentative and Final Maps. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the “**Required Infrastructure**”). The Required Infrastructure includes improvements that the Infrastructure Plan anticipates will be (i) offered to the City, and subsequently dedicated for public use, and accepted for maintenance and liability by the Board of Supervisors upon completion pursuant to Section 6, (the “**City Infrastructure**”), (ii) offered to TIDA, and subsequently dedicated for public use, and accepted for maintenance and liability by the TIDA Board of Directors pursuant to Section 6, which includes Open Space Improvements in five TIDA park and open space areas referred to as “Eastside Park 1”, “Clipper Cove Promenade 2”, “Building 3 Landscape”, “Eastside Commons 1”, and “Building 2 Landscape”, and which are described in Exhibit GG to the DDA, (the “**TIDA Infrastructure**”), (iii) components of City Infrastructure and TIDA Infrastructure, including infrastructure located in the public right-of-way, that shall be owned by the City or TIDA and operated and maintained in perpetuity by the Subdivider, fronting property owner, or other private entity approved by the City (the “**Privately Maintained Public Infrastructure**”), and (iv) private improvements in the public right-of-way to be owned, operated, and maintained by entities other than the City or TIDA, including Subdivider, fronting property owners, Management Association, or private utility providers such as service conduits and vaults for telecommunications providers identified in Exhibit A-1 (the “**Privately Owned Infrastructure**”). As further described in this Agreement, Subdivider will deliver irrevocable offers of improvements to the City and TIDA for the City Infrastructure and the TIDA Infrastructure concurrent with the execution of this Agreement. The estimated costs of completing the Required Infrastructure are described in Exhibit B hereto (the “**Estimated**

Costs”). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works (“**Public Works**”).

F. The access, operation, and maintenance requirements for Privately Owned Infrastructure in the public right-of-way that will be owned by Subdivider or its assignees shall be set forth in a Global Master Encroachment Permit (“**GMEP**”).

G. Public Works Order No. 206301 conditionally approved Subdivider’s request for exceptions to the Subdivision Regulations to authorize Subdivider to offer certain future streets, including future Braghetta Lane (Lots AB and AD of the Tentative Map) and Macky Lane (Lots Y and Z of the Tentative Map), for City dedication and acceptance notwithstanding that the streets do not connect to intersecting public streets and will contain temporary vehicle access easements at the time of acceptance, as more specifically described in Public Works Order No. 206301.

H. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided appropriate security to ensure improvement securities to secure satisfactory completion of the work.

I. The DDA requires Subdivider to provide “**Adequate Security**” (as defined in the DDA) to TIDA, which can be replaced or reduced when Subdivider subsequently provides security to the City as required under the Code in order to secure the obligations covered by the Adequate Security to construct “Infrastructure and Stormwater Management Controls” (as defined in the DDA).

J. The City, the Subdivider, and TIDA desire to enter into this Agreement in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DDA.

K. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DDA, (iii) the Subdivision Regulations, (iv) the Plans and Specifications and (vi) the Acquisition and Reimbursement Agreement between the City, Subdivider and TIDA, dated for reference purposes as of March 8, 2016, as amended from time to time.

L. The Plans and Specifications encompass public improvements to serve the development within the entire Tentative Map boundary, including integrated infrastructure systems that will function beyond the Final Map area into subsequent development areas to be mapped in the future. The Tentative Map authorizes Subdivider to file multiple phased final maps such that integrated infrastructure systems may be built out incrementally on a phased basis. With this Agreement, Subdivider shall apply for, and the Director shall issue, a “Stage 2” Street Improvement Permit consistent with the plans described in Exhibit A hereto concurrently with the execution of this Agreement to cover the public improvements generally within the Final Map boundary only. Any necessary public improvements constructed outside of the Final Map boundary will be considered Off-site Improvements and described in Section 2(i). Associated with the approval of subsequent phased Final Maps to encompass subsequent development areas, Subdivider shall apply for, and the Director shall issue separate Street Improvement Permits to encompass the public improvements within those development boundaries. Notwithstanding the Director’s decision regarding the particular permit mentioned above, this decision, as reflected in the terms of this Agreement, shall have no binding or precedential effect on the Director’s authority to exercise full discretion to approve, conditionally approve, or deny any permits or requests for exceptions or deferrals related to Required Infrastructure or other permits or authorizations regarding projects under Public Works jurisdiction.

NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider, TIDA, and the City agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A and to the satisfaction and approval of the Director and/or TIDA's Treasure Island Director (the "**Treasure Island Director**"), as appropriate depending on the ultimate owner of the infrastructure component.

(i) Off-site Improvements. Subdivider shall complete certain off-site improvements outside the boundary of the Final Map, more specifically as described in (ii) and (iii) below, on land owned by TIDA. As contemplated by Government Code Section 66462.5(a), Subdivider acknowledges that City is authorizing approval and recordation of the Final Map subject to Subdivider's obligation to complete the improvements subject to the Permit to Enter procedure described in the DDA and in compliance with associated City permits.

(ii) Treasure Island Northeast Outfall. The Required Infrastructure includes certain off-site improvements outside the boundary of the Final Map, such as the Treasure Island Northeast Outfall (the "**TIO**") located near the Wastewater Treatment Facility (WWTF), which will be permitted by TIDA separately.

(iii) Temporary Sanitary Sewer Force Main Extension. The Required Infrastructure includes certain off-site improvements outside the boundary of the Final Map, such as the temporary sanitary sewer force main extension that extends from the Final Map boundary on Trade Winds Avenue, which will connect to the permanent sanitary sewer force main to be constructed within the boundary of the Final Map, to Wurster Lane and ties into TIDA's existing temporary sanitary sewer force main on Clipper Cove Avenue ("**TFM Extension**"). The TFM Extension will be offered for dedication to TIDA.

(iv) Road and Utility Improvements Beyond Final Map Boundary. The Required Infrastructure includes certain improvements just beyond the final map boundary to connect to existing facilities or terminate the improvements. These improvements will be offered for dedication to the City.

(b) Completion.

(i) Required Infrastructure Generally. With the exception of TIDA Infrastructure on Open Space Lots, Subdivider shall complete the Required Infrastructure within four (4) years of the Effective Date. The Required Infrastructure Schedule of Performance, attached hereto as Exhibit C, describes the anticipated construction sequencing and estimated completion dates for the Required Infrastructure based on the unique nature and scope of the improvements associated with this specific Agreement and the anticipated schedule for completion of those improvements. The period of time provided in this Section may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below or may be extended by operation of Sections 9(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(ii) TIDA Infrastructure on Open Space Lots. Subdivider will complete the TIDA Infrastructure on Open Space Lots pursuant to the Final Map, per Exhibit C approved Schedule of Performance and as described in Section 1.9 of the DDA. Any amendments to the Schedule of Performance, as contemplated by Section 1.9 and Exhibit CC (Design Review and Document Approval Procedure) of the DDA shall be deemed to be incorporated herein and shall be submitted to the Director for information upon execution.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit D, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a). Further, certain tentative map conditions have not been satisfied at the time of Final Map approval. The Director has determined that it is acceptable to defer compliance for the satisfaction of these conditions for purposes of the Subdivision Map Act, and the subject tentative map conditions and deferred compliance event for each condition is shown in Exhibit E.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Required Infrastructure, or any portion thereof, Subdivider shall provide all documents required pursuant to Exhibit F, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats, and any reports required by any related Plans and Specifications. Prior to or concurrent with Subdivider's request for a Notice of Completion, Subdivider shall provide Public Works with final easements (i.e., forms duly executed by TIDA and/or Subdivider, depending on the location and conforming to the corresponding form attached to Public Works Order No.

_____ based on the location of the easement) (each an "**Easement**") relating to the Required Infrastructure included within the scope of the requested Notice of Completion, and the City shall accept and record the Easements prior to issuing the Notice of Completion in a timely manner; provided however, the Director, in the Director's Discretion may defer this requirement for a specific Easement if its boundary is not final. Legal descriptions and accompanying plat maps for final Easements will be consistent with final as-built surveys. With the execution of this Agreement, Subdivider shall provide irrevocable offers of improvements ("**Offer of Improvement**") relating to the Required Infrastructure. At Notice of Completion, Subdivider shall provide amended Offers of Improvements, if any changes have been made.

(iii) At the time of a request for Acceptance pursuant to Section 6, of the Required Infrastructure, or any portion thereof, Subdivider shall provide all the documents required pursuant to Exhibit G, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and TIDA and assist in the City and TIDA's process for the subsequent dedication and Acceptance of the Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement

agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

(iv) Subdivider shall not commence construction of any improvement on Lot 9 or Lot 23 until the following conditions have been met:

(A) TIDA has determined that Subdivider's design for the improvement of the strips along the western boundaries of those two lots, designated as the "Artisan Walk," on page 36 and Figure 1.4.d of the Treasure Island and Yerba Buena Island Design for Development dated June 28, 2011 ("the D4D") is consistent with the relevant provisions of the D4D, including without limitation the discussions of the Artisan Walk on pages 36 and 152. Subdivider shall provide TIDA with the opportunity to review at the 100% design development ("100% DD") and 50% construction design ("50% CD") design stages. At each review, TIDA shall respond within 30 days to inform Subdivider either that the design is approved or that it is not approved for specified reasons, in which case Subdivider shall promptly provide a revised design. The condition shall be deemed complete upon TIDA's approval of the 50% CD design.

(B) Subdivider has granted to TIDA public access easements over the Artisan Walk in a form approved by TIDA.

3. Security.

(a) Security for TIDA Open Space Improvements. Prior to the Director executing this Agreement, Subdivider shall provide a fully executed Multiple Obligee Rider, in favor of the City, substantially in the form of Exhibit H hereto as Security to assure the Subdivider's completion of the Open Space Improvements. The Treasure Island Director shall provide evidence of Open Space Security to the Director on an annual basis, no later than the 31st day of January. The Director will relinquish its rights as a co-obligee to this Security pursuant to Section 6(f).

(b) Security for Required Infrastructure. Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, Subdivider

has furnished and delivered to the Director bonds, in favor of the City, attached as Exhibits I-1 and I-2 and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Required Infrastructure (except for that described in Sections 3(a) and 3(b)) as follows:

(i) Performance bonds in the amount of sixty-five million, nine hundred and four thousand, and eight hundred and three Dollars (\$65,904,803) (100% of estimated “hard” cost of completion of the construction and installation of Required Infrastructure as determined by the Director) to secure the satisfactory performance of Subdivider’s obligations (Exhibit I-1); and

(ii) A payment bond or other acceptable security in the amount of thirty two million, nine hundred and fifty two thousand, four hundred and two Dollars (\$32,952,402) (50% of the estimated cost of completion of the Required Infrastructure as determined by the Director) as guarantee of payment for the labor, materials, equipment, and services required for the Required Infrastructure (Exhibit I-2).

(iii) Monument bonds in the total amount of forty thousand dollars (\$40,000), representing 100% of the cost of installation of the monuments as guarantee of payment for the labor, materials, equipment, and services required for Required Monuments (Exhibit I-3).

(c) Additional Security. At the request of the Director, Subdivider shall timely deliver to the Director additional bonds, in favor of the City, in compliance with subsections (b)(i) and (b)(ii) above, if the estimated cost to complete the construction and installation of Required Infrastructure increases beyond the original Security provided with this Agreement as a result of a change to the Plans and Specifications approved through an Instruction Bulletin (“IB”) to ensure the performance and payment bonds continue to equal no less than 100% and 50%, respectively, of the estimated cost of completion and installation of the Required Infrastructure.

(d) Other Acceptable Forms of Security. In lieu of providing any of the Security described in Sections 3(b) or 3(c), Subdivider may, subject to the approval of the

Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Sections 3(b), 3(c) or this Section 3(d) shall be referred to collectively as the “**Security**.”

(e) Use of Security. If the Required Infrastructure is not completed within the time periods specified in Section 2(b) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

4. Construction of Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Required Infrastructure work until all required permits have been obtained for the component or portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials. Subdivider shall not commence work on any property within the subdivision subject to the public trust unless and until such property is the subject of a reserved easement in favor of TIDA authorizing TIDA to enter into related permanent easements for streets and utilities.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made upon Subdivider’s determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director’s failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be

automatically extended for any of the following: (i) the number of days past thirty (30) during which a request for an extension is pending a determination by the Director; (ii) during any Excusable Delay, Developer Extension, or Park Extension as provided in Section 9(c) – (e); or (iii) the number of days beyond the time limit authorized in Government Code Section 66456.2 that any request for Plan Revision (including e.g., an IB, a Request for Information (RFI), or by other means) is pending determination by the Director. The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability or provide an extension on any future obligation under this Agreement or the DDA (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a “**Plan Revision**”) shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee). If the Director or his or her designee approves the Plan Revision, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Infrastructure Plan amendments or other related documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) If the Director determines that any Plan Revision request requires an IB, Subdivider shall submit the written IB request accompanied by (i) a statement explaining the need for or purpose of the proposed revision, and (ii) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

(iii) Pursuant to Section 3(c) above, the Director may require additional security prior to the approval of any IB, or for any prior approved IB, that may substantially

increase the estimated cost to complete the overall construction and installation of Required Infrastructure increases beyond the original Security provided with this Agreement.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments set forth on the Final Map, shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion in accordance with Section 1770 of the Code. As to that portion, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Required Infrastructure. The Warranty continues even after the Bond has been released and the Developer shall address any Warranty claims on the Required Infrastructure as otherwise described in Section 8.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(d), the Security may be reduced in conjunction with a Notice of Completion of any portion or component of the Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof to an amount determined by the Director that equals the actual cost of the completed portion or component of the Required Infrastructure. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of the relevant portion the Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Required Infrastructure in accordance with Section 8(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement (other than those materials that the Director has deferred until Acceptance), the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. Upon completion of inspection, if the Director determines that the Required Infrastructure is ready for its intended use and completed in substantial conformity with the Plans and Specifications, approved IBs, and applicable City Regulations, the Director shall issue the

Notice of Completion. If the Director determines that the Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination and a comprehensive set of comments documenting corrections necessary to render the Required Infrastructure ready for its intended use and substantially complete for purposes of conformance with the Plans and Specifications, approved IBs, and applicable City Regulations (“**Incompleteness Determination**”). Thereafter, Subdivider shall take actions to perform or complete the required corrections prior to resubmitting its request for a Notice of Completion to address the Incompleteness Determination, with each subsequent submittal subject to a thirty-day Director’s review, until the matters described in the initial Incompleteness Determination are addressed to meet the criteria described in this Section 6(a) for issuance of a Notice of Completion to the satisfaction of the Director.

(b) Acceptance. “**Acceptance**” by the City of the Required Infrastructure and by TIDA of the TIDA Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Required Infrastructure, or portion or component thereof in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director or, for the TIDA Infrastructure, to the Treasure Island Director, to initiate acceptance legislation or other appropriate action, before the Board of Supervisors or the TIDA Board of Directors (“**TIDA Board**”), as appropriate depending on the ultimate owner of the infrastructure components. Such submission shall include the materials listed in Exhibit G and any and all materials for which the Director authorized deferral under Section 2(c); and

(iii) The Board of Supervisors or the TIDA Board, by ordinance or other appropriate action, accepts the Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider’s maintenance and warranty obligations under and Section 8(a) of this Agreement.

(c) Offers of Improvements; Easements. The Offers of improvements for the Required Infrastructure shall be made by separate instrument(s) and provided to the Director concurrent with the execution of this Agreement. The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept and record the Easements described in Section 2(c)(ii) at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law or as part of the Board of Supervisors' initial approval of this Treasure Island/Yerba Buena Island project. The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Required Infrastructure (or a portion or component of the Required Infrastructure) in accordance with Subsection 6(b). Upon the Director's issuance of a Notice of Completion for the Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Each shall also accept, conditionally accept, or reject offers of any portions of the Required Infrastructure that were not included in such previous offers of dedication.

(d) Dedication. In addition to accepting the Required Infrastructure, the City and TIDA shall dedicate the Required Infrastructure to public use and shall designate the improvements for their appropriate public uses. As contemplated by the Streets MOA, upon acceptance of the Required Infrastructure, the parties responsible for the ownership, maintenance and regulation of the various components of the Required Infrastructure shall be as described in the "**Ownership & Maintenance Matrix**" appended hereto as Exhibit J.

(e) Acceptance of Sanitary Sewer Improvements Relying on the Temporary Force Main or Existing Infrastructure. The Director conditionally approved exceptions to the Subdivision Regulations to allow for Subdivider to offer permanent sanitary sewer improvements for acceptance by the City notwithstanding that those permanent improvements may rely on temporary infrastructure (e.g., the temporary sanitary sewer force main) or existing infrastructure (e.g., the pre-Project Navy wastewater treatment facility on Treasure Island) in Public Works Order No. 187455. The Director conditionally approved additional exceptions to the Subdivision Regulations to allow Subdivider to offer the temporary force main to TIDA for

ownership, operation and maintenance. As such, Subdivider may offer, and the City will consider for acceptance, permanent sanitary sewer improvements that rely on the Temporary Force Main or the existing Navy wastewater treatment facility at the time of Acceptance pursuant to the procedures described in Sections 6(a)-(d), and in accordance with any operative conditions of approval in the referenced Public Works Orders.

(f) Dedication, Inspection and Acceptance of Open Space Improvements.

Subdivider shall offer the Open Space Improvements pursuant to the procedures described in this Section 6(f) and as otherwise may be required pursuant Ordinance No. 28-24 and any subsequent legislation pertaining to TIDA's delegated acceptance authority.

(i) Subdivider will offer the Open Space Improvements to TIDA pursuant to an irrevocable offer of dedication in a form acceptable to TIDA.

(ii) Upon a written request from Subdivider as described in Section 6(a), the Director will inspect Open Space Improvements pursuant to the procedures described in Section 6(a). Provided that the requirements for issuance of a Notice of Completion are satisfied, the Director will issue a Notice of Completion for the subject Open Space Improvements.

(iii) Upon issuance of a Notice of Completion for any portion of the Open Space Improvements, the Director will execute a release or other document reasonably requested by Subdivider to relinquish the City's rights as a co-obligee under the Open Space Security for the portion of the Open Space Improvements described in the subject Notice of Completion. Subdivider's warranty obligations for Open Space Improvements will commence upon issuance of the associated Notice of Completion and extend for two (2) years thereafter.

(iv) Subdivider will submit a written request to the Treasure Island Director to initiate the TIDA Board acceptance process as described in Section 6(b). Subdivider shall provide the materials described in Exhibit G, as applicable, as part of any such request. The TIDA Board shall accept, conditionally accept, or reject such offer of dedication in accordance with Section 6(c).

(v) Upon requesting TIDA Acceptance of any Open Space Improvements, Subdivider shall deliver to TIDA, substantially in form to the bond attached as

Exhibit J-1, a performance bond in the amount of ten percent (10%) of the estimated “hard” cost of completion of the construction and installation of the Open Space Improvements subject to Acceptance to ensure Subdivider’s warranty obligation for one (1) year (“**Open Space Improvement Warranty Bond**”). TIDA shall release the Security for the portion of the Open Space Improvements that it has Accepted when the following have occurred:

(A) One (1) year following the date of Acceptance of the Open Space Improvements, or, with respect to any specific claim of defects or deficiency in the Open Space Improvements after such has been Accepted, one (1) year following the date that any such defect or deficiency which TIDA has identified in accordance with Section 9(a) has been corrected or waived in writing by the Treasure Island Director; and

(B) The Clerk of the TIDA Board (or the Clerk’s designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Open Space Improvements have been filed against TIDA or the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Treasure Island Director (or the Director’s designee

(g) Pre-Construction and Post-Construction Video Inspection for Sanitary Sewers. Prior to requesting the first Notice of Completion for Required Infrastructure, and as required by SFPUC Wastewater Enterprise Condition No. 18 of the Conditions of Approval, Subdivider will complete a pre-construction and post-construction video survey of those sewers described in Exhibit K. The video inspection will conform to the SFPUC video inspection requirements described in Exhibit K.

7. Subdivider’s Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance of the Required Infrastructure and for the repair of any defects or failures, and to the extent feasible, for removing their causes. City or TIDA, as applicable, shall be responsible for the cost to repair any damage to Required

Infrastructure caused by the City or TIDA or their respective licensees or agents prior to Acceptance. Moreover, Subdivider may agree to license or otherwise authorize use of the Required Infrastructure by City or TIDA prior to acceptance (including as described in Section 7(e)), and the parties may contract for alternative arrangements for maintenance of, and liability for, Required Infrastructure prior to Acceptance.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 8(a), the City (or TIDA for the TIDA Infrastructure) shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Required Infrastructure, subject to any exceptions identified in the Board of Supervisors ordinance (or TIDA Board resolution) accepting the Required Infrastructure. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Required Infrastructure damaged by the actions of third parties following Acceptance by the City or TIDA.

(c) Privately Maintained Public Infrastructure and Private Infrastructure. The Required Infrastructure includes the Privately Maintained Public Infrastructure, which is comprised of facilities for which the City or TIDA may accept ownership but place responsibility for maintenance and liability on Subdivider. For both Privately Maintained Public Infrastructure and Private Infrastructure such responsibility will be set out in a “**Master Encroachment Permit.**” Notwithstanding any Acceptance by the City, the Parties understand and agree that Subdivider, its successor in interest as to one or more of the development parcels depicted on the Tentative Map, fronting property owner, master homeowner or commercial owners association, or other private entity approved by the City, shall be responsible for the ongoing maintenance and liability of the Privately Maintained Public Infrastructure and Private Infrastructure. The maintenance and liability obligations for the Privately Maintained Public Infrastructure and Private Infrastructure shall be defined in a Master Encroachment Permit approved by the Board of Supervisors and/or, as to TIDA Infrastructure that is Privately Maintained Public Infrastructure, a similar agreement between Subdivider and TIDA (a “**TIDA Maintenance Agreement**”). The Master Encroachment Permit and TIDA Maintenance Agreement shall respectively provide for the designation of any successor to Subdivider’s responsibilities

thereunder. The Subdivider shall obtain the Board of Supervisors' approval of the Master Encroachment Permit or complete the annexation of any Privately Maintained Public Infrastructure into the scope of a previously-issued Master Encroachment Permit (as contemplated by Public Works Code Section 786.8(b)) prior to or concurrent with any request for Acceptance of a street that includes Privately Maintained Public Infrastructure. Subdivider agrees that no portion of the Privately Maintained Public Infrastructure may be offered to the City or TIDA for Acceptance until that infrastructure is included in an approved and executed Master Encroachment Permit and/or TIDA Maintenance Agreement.

(d) Protection of Required Infrastructure. As contemplated by Section 9.2.6 of the DDA, Subdivider may, but shall not be obligated to, allow access by the public to portions of the Required Infrastructure that have been constructed but not Accepted for purposes of providing public access to completed vertical developments that may be issued a Temporary Certificate of Occupancy ahead of the Acceptance of the Required Infrastructure, or to facilitate public access through the Property to adjacent properties and streets. Any such arrangements will be subject to separate agreements between Subdivider, City, TIDA or vertical developers as applicable. In order to protect the Required Infrastructure from damage until such time as the applicable Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence may be built or maintained if the Director determines that a construction fence adversely affects public health or safety by restricting the ingress and egress of the public to and from a public right of way.

(e) Surcharging and Construction Protection Plan. Subdivider will implement the Surcharging and Construction Protection Plan appended hereto as Exhibit L during construction of the Required Infrastructure for the purpose of monitoring and mitigating impacts to previously installed storm drain and sanitary sewer infrastructure located within the boundary of Final Map No. 9235.

(f) Pre-Acceptance Utility Licensing. As contemplated by the Conditions of Approval, Subdivider may request that City operate components of the Required Infrastructure

(e.g., sanitary sewer facilities, low-pressure water facilities or electrical substructures) for the purpose of providing utility service prior to Acceptance of the subject Required Infrastructure. The Parties anticipate that any such operation, maintenance or repair of such Required Infrastructure prior to Acceptance would be addressed pursuant to a license agreement generally consistent with the Form of Utility License appended hereto as Exhibit M.

(g) Designated Haul Route. Subdivider will implement a Designated Haul Route through Treasure Island Major Phase 1, Sub-phase 1B, 1C & 1E, Stage 1 (the “**Stage 1**”) until such time as the Required Infrastructure described in this Agreement has been determined to be completed by evidence of issuance of one or more Notices of Completion. The Designated Haul Route is depicted on Exhibit O, attached hereto, for purposes of completing the Required Infrastructure. The City will monitor the Designated Haul Route during the construction of the Required Infrastructure, and shall timely notify Subdivider of any concerns regarding Subdivider’s compliance with this Section 7(g) or claimed damage to the Designated Haul Route caused by Subdivider in the form of a written Notice of Non-Compliance (“**NCR**”). Any NCR will include documentation of damage directly caused by Subdivider, its contractors or agents, and will request timely correction or repair as applicable.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Required Infrastructure by the City or TIDA shall not constitute a waiver of any defects. Subdivider covenants that all Required Infrastructure, including Open Space Improvements, constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a “**Warranty Period**”) of three (3) years for pump stations and two (2) years for all other portions of the Required Infrastructure, including Open Space Improvements. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the Required Infrastructure and Open Space Improvements shall not commence until the later of 1) the Director issues a Notice of Completion or 2) the Director receives a certification from the City’s Construction Manager upon recommendation from the Subdivider’s Engineer of Record or Landscape Architect of Record that a plant

establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director or from TIDA that the work be done, inspect, correct, repair or replace any defects in the Required Infrastructure at its own expense. Subdivider shall submit a work plan, prior to beginning the repair or replacement. Once the City has approved the work plan, Subdivider shall complete the work. The City will inspect the work, provide written confirmation of acceptance of the corrective work and issue a final letter to close out the warranty notice. The City's letter shall specify the applicable warranty period for that specific component or scope of work, which shall be the later of: (a) the original Warranty Period applicable to that component, or (b) six (6) months from the date the corrective work is inspected and deemed accepted by the City. The Subdivider shall provide and assign to the City an additional or updated manufacturer warranty certificates that it may receive related to replacement components. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City or TIDA may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City or TIDA for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider's Security, reduced as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the Required Infrastructure by the City, TIDA, or any agent or agency of either.

(i) **Warranty Claim Dispute.** If Subdivider, upon receiving a Warranty Claim, disputes that it is responsible for correcting, repairing, or replacing a defect in the Required Infrastructure (with any such instance referred to hereafter as a "Warranty Dispute"), then it shall provide written notice to the Director or TIDA within thirty (30) days of receiving a Warranty Claim. The written notice shall detail Subdivider's reasoning for disputing the Warranty Claim. Following Director's or TIDA's receipt of the Warranty Claim, the parties shall meet and confer in good faith within fifteen (15) business days in an attempt to resolve the Warranty Dispute. The meet and confer shall be attended by representatives of the parties vested

with decision-making authority to resolve the Warranty Dispute. If the Warranty Dispute remains unresolved fifteen (15) business days after the meet and confer, then the City or TIDA shall be entitled to pursue any and all remedies available under this Agreement.

(ii) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DDA. Consistent with the DDA, the indemnity provided in Section 22.1 of the DDA shall apply to all work performed under this Agreement. DDA Section 22.1 is reproduced here and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DDA Section 22.1. In the event of any difference between the text of DDA Section 22.1 and the reproduction herein, the DDA as executed shall govern.

22.1 General Developer Indemnification. Developer shall Indemnify the Authority and the City and their respective commissioners, supervisors, officers, employees, attorneys, contractors and agents (each, a “**City Party**”) from and against all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys’ fees and costs, consultant fees and costs and court costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Authority of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Authority to take any action (collectively “**Losses**”) arising from or as a result of, except to the extent such Losses are directly or indirectly caused by the act or omission of a City Party, (a) the non-compliance of the Infrastructure and Stormwater Management Controls constructed by or on behalf of Developer with any federal, State or local laws or regulations, including those relating to access, or any patent or latent defects therein, (b) during the period of time that Developer holds title to any portion of the Project Site, the death of any person or any accident, injury, loss or damage whatsoever caused to any

person or to the property of any person that shall occur in such portion of the Project Site and (c) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Project Site to the extent caused by the act or omission of Developer or its agents, servants, employees or contractors.

In addition to the foregoing, Developer shall Indemnify the City Parties from and against all Losses (if a City Party has been named in any action or other legal proceeding) and all Authority Costs incurred by a City Party (if the City Party has not been named in the action or legal proceeding) arising directly or indirectly out of or connected with contracts or agreements (i) to which no City Party is a party and (ii) entered into by Developer in connection with its performance under this DDA, any Assignment and Assumption Agreement and any dispute between parties relating to who is responsible for performing certain obligations under this DDA (including any record keeping or allocation under the Financing Plan), except to the extent such Losses were caused by the act or omission of a City Party. For purposes of the foregoing sentence, no City Party shall be deemed to be a “party” to a contract solely by virtue of having Approved the contract under this DDA (e.g., an Assignment and Assumption Agreement).

(b) Limitation on City and TIDA Liability. Neither the City nor TIDA shall be an insurer or surety for the design or construction of the Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City or TIDA.

9. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors’ approval. The City shall notify Subdivider

and TIDA of the time of recordation. In the event the Final Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City or TIDA.

(c) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 24.1 of the DDA, which is reproduced below. In the event of any difference between the text of DDA Section 24.1 and the reproduction herein, the DDA as executed shall govern.

24.1 Excusable Delay. In addition to the specific provisions of this DDA, a Party shall not be deemed to be in default under this DDA, including all Exhibits, on account in any delay in such Party's performance to the extent the delay results from any of the following (each, "**Excusable Delay**"):

24.1.1 "**Force Majeure**", which means: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Party claiming an extension; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Party claiming an extension; failure or delay in delivery of utilities serving the Project Site not caused by, or outside the reasonable control of, the Party claiming an extension, existing environmental conditions affecting the Project Site that are not the responsibility of Developer under a Remediation Agreement, and previously unknown environmental conditions discovered on or affecting the Project Site or any portion thereof, in each case including any delay caused or resulting from the investigation or remediation of such conditions; existing unknown or newly discovered geotechnical conditions affecting the Project Site, including any delay caused or resulting from the

investigation or remediation of such conditions, or litigation that enjoins construction or other work on the Project Site or any portion thereof, causes a lender to refuse to fund, disburse or accelerate payment on a loan, or prevents or suspends construction work on the Project Site except to the extent caused by the Party claiming an extension; unusually severe weather; inability to secure necessary labor, materials or tools (provided that the Party claiming Force Majeure has taken reasonable action to obtain such materials or substitute materials on a timely basis); a development moratorium, as defined in Section 66452.6(f) of the California Government Code, extending the expiration date of a tentative subdivision map; the occurrence of a Conflicting Law; a breach of Authority's Title Covenant, including any delay caused or resulting from the ensuing time necessary for Authority or Developer to remove such title exception, including litigation arising therefrom; and any other causes beyond the reasonable control and without the fault of the Party claiming an extension of time to perform.

24.1.2 **"Economic Delay"**, means either (1) any period of time in which Developable Lots that are Market Rate Lots (**"Developable Market Rate Lots"**) containing thirty percent (30%) or more of the number of Market Rate Units as set forth in the Housing Data Table approved for any given Sub-Phase remain unsold at or above the Minimum Bid Price(s) set forth in the Proforma submitted by Developer at the commencement of the applicable Major Phase (as such Proforma may be updated at a subsequent Sub-Phase in accordance with this DDA), for a period of no less than four (4) months after the last Market Rate Developable Lot in the Sub-Phase has been completed, notwithstanding commercially reasonable and diligent efforts by Developer to market and sell such Developable Market Rate Lots (a **"Sub-Phase Event"**); or (2) any period of time in which Developable Market Rate Lots containing thirty percent (30%) or more of the number of Market Rate Units as set forth in the Housing Data Tables for all Sub-Phases approved to date remain unsold at or above the

Minimum Bid Price(s) set forth in the Proforma submitted by Developer at the commencement of the most recent Major Phase (as such Proforma may be updated at a subsequent Sub-Phase in accordance with this DDA), for a period of no less than four (4) months after the last Developable Market Rate Lot in the applicable Sub-Phase has been completed, notwithstanding commercially reasonable and diligent efforts by Developer to market and sell such Developable Market Rate Lots (a “**Cumulative Sub-Phase Event**”). The foregoing notwithstanding, Developable Market Rate Lots designated in the Housing Data Table approved at the commencement of any given Sub-Phase to accommodate buildings over 240 feet in height (each, a “**High Rise Lot**”) and realized land sales attributable to those Developable Market Rate Lots shall be excluded from calculations of both a Sub-Phase Event and a Cumulative Sub-Phase Event for a period of time equal to the first six (6) years after the date of approval of the first Sub-Phase Application in the Initial Major Phase. From and after the sixth anniversary of the date of approval of the first Sub-Phase Application in the Initial Major Phase, all Developable Market Rate Lots in any given Sub-Phase, including High Rise Lots, shall be included in any calculations determining a Cumulative Sub-Phase Event, but shall not be included in any calculations for determining a Sub-Phase Event. Notwithstanding the foregoing, if the sole reason for Economic Delay is due to the inclusion of unsold High Rise Lots in a Cumulative Sub-Phase Event and such condition remains for more than four (4) years, the Developer, at its option, shall either waive the Economic Delay or, if it elects not to waive the Economic Delay, Developer may deliver a Requested Change Notice regarding a redesign of the High Rise Lots as necessary to reposition the Project for market acceptance.

24.1.3 “**Administrative Delay**”, which means: (i) any Governmental Entity’s failure to act within a reasonable time, in keeping with standard practices for such Governmental Entity, or within the time contemplated

in the Interagency Cooperation Agreement, the Development Agreement, any of the Land Acquisition Agreements, any Acquisition and Reimbursement Agreement or this DDA (after a timely request to act or when a duty to act arises); (ii) the taking of any action, or the failure to act, by any Governmental Entity where such action or failure to act is challenged by Developer or a Vertical Developer and the Governmental Entity's act or failure to act is determined to be wrong or improper; provided, that delays caused by an applicant's failure to submit Complete Applications or provide required information shall not, by itself, be an Administrative Delay; and (iii) any delay that by the express terms of this DDA is an Administrative Delay. Without limiting the foregoing, Administrative Delay shall include the period of delay, if any, between the anticipated date for Initial Closing as set forth in the Conveyance Agreement approved by the Authority and the City as of the Reference Date and the actual date for the Initial Closing as set forth in the fully executed final Conveyance Agreement.

24.1.4 **"CEQA Delay"**, which means: (i) such period as may be required to complete any additional environmental review required under CEQA after the certification of the Project EIR by the Planning Commission and the Authority Board and the filing of a notice of determination following approval of the Project by the Board of Supervisors; (ii) any time during which there are litigation or other legal proceedings pending involving the certification or sufficiency of the Project EIR or any other additional environmental review, regardless of whether development activities are subject to a stay, injunction or other prohibition on development action; (iii) any time required to comply with any Mitigation Measures imposed on the Project relating to previously unknown conditions or conditions that could not have been reasonably anticipated and that, by their nature require a delay or stoppage in work, including investigation and remediation activities required thereby, provided that the Party claiming delay is taking such required actions and resolving the issues causing

delay in a timely and diligent manner; and (iv) any time required by the Authority or City to prepare additional environmental documents in response to a pending Application or other request for an Approval by the City or the Authority that requires additional environmental review; provided that the Party claiming delay has timely taken reasonable actions to obtain any such Approval or action.

Notwithstanding anything to the contrary in this Section 24.1, the following shall not be Excusable Delay: (1) the lack of credit or financing, unless such lack is the result of Economic Delay; or (2) the appointment of a receiver to take possession of the assets of Developer, an assignment by Developer for the benefit of creditors, or any other action taken or suffered by Developer, under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute.

A party who is subject to Excusable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of an Excusable Delay. If repair, replacement, or reconstruction of TI Required Infrastructure (or any portion thereof) or any other public improvements is necessitated by Excusable Delay, then the time period for completion of the applicable work as provided in this Agreement shall be extended as provided in this Section 8(c), including any periods required for redesign, mobilization and other construction related requirements and such repair, replacement or reconstruction shall, as necessary, be reflected in a Plan Revision or change order in accordance with this Agreement. The period of Excusable Delay shall commence to run from the time of the commencement of the cause. The party claiming Excusable Delay shall provide notice to the other parties of such Excusable Delay within a reasonable time following the commencement of the cause. If, however,

notice by the party claiming such extension is sent to other parties more than sixty (60) days after the commencement of the cause, the period shall commence to run only sixty (60) days before the giving of such notice, provided that the party claiming the extension gives notice within a reasonable time following the commencement of the cause.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any “**Developer Extension**” as defined in Section 24.3 of the DDA and subject to compliance with the Mitigation Measures (as defined in the DDA), which is reproduced below. In the event of any difference between the text of DDA Section 24.3 and the reproduction herein, the DDA as executed shall govern.

24.3 Developer Extension.

24.3.1 Upon receipt of each of the first three Major Phase Approvals, Developer shall obtain a “**Developer Extension**” equal to two (2) years. Upon receipt of the fourth Major Phase Approval, Developer shall obtain a Developer Extension equal to three (3) years. On any occasion in its sole discretion, Developer shall have the right to apply the Developer Extension subject to the following limitations and procedures:

(i) Developer may apply the Developer Extension only by notifying the Authority to such effect, specifying the duration of such extension; (ii) by notice to the Authority Developer may extend the duration of the extension, so long as it remains within the then unused Developer Extension, and may reduce the duration of the extension upon notification that there is an applicable Excusable Delay and Developer intends to rely on the Excusable Delay instead of the Developer Extension; (iii) subject to the limitations in Section 24.3.2 below, each extension notice shall have the effect of extending (or reducing, as the case may be) all of the Outside Dates in the Schedule of Performance or other date for performance occurring after the date of the notice (in each case as they may otherwise be extended) by the duration of such extension (or reduction); (iv) no such

extension may be for a period longer than the unused portion of the then current Developer Extension; and (v) any unused portion of a Developer Extension obtained upon a Major Phase Approval shall expire upon Completion of the Infrastructure and Stormwater Management Controls for that Major Phase. Extensions pursuant to this Section 24.3 are independent of Excusable Delay and any other ground for extension permitted in this DDA.

24.3.2 A Developer Extension shall cause all future dates in the Schedule of Performance, or other date for performance occurring after the date of the notice, to be extended (in each case as they may otherwise be extended), although Developer shall not be entitled (A) to abandon any portion of the Project Site that it owns or where it has Commenced Infrastructure and Stormwater Management Controls without first taking appropriate measures to leave the property in good and safe condition, (B) to cease paying taxes or assessments on any real property it owns within the Project Site, (C) to avoid the obligation to maintain in effect Adequate Security or other financial assurances, (D) to extend the dates for performance for the Required Improvements, (E) to extend the date for Completion of the Infrastructure and Stormwater Management Controls for the Authority Housing Lot designated for satisfaction of the Replacement Housing Obligation related to demolition of the existing YBI units, or (F) to avoid or delay its Financial Obligations (except to the extent such payments are tied to the dates for the Completion of Improvements).

(e) Park Extension. All time periods in this Agreement shall be extended consistent with any Park Extension as defined in Section 24.4 of the DDA, which is reproduced below (all of the following capitalized terms in this Subsection shall be defined consistent with the DDA). In the event of any difference between the text of DDA Section 24.4 and the reproduction herein, the DDA as executed shall govern.

24.4 Park Extension.

Developer and the Authority wish to avoid damaging the Improvements to the parks and open space during construction of adjacent Improvements, and to avoid the Completion of such parks and open space Improvements before the Completion of the Infrastructure and Stormwater Management Controls serving the parks and open space. Accordingly, subject to compliance with the Mitigation Measures, Developer shall have the right to apply for an extension of the applicable Outside Date for a specified parks and open space by one (1) year (the “**Park Extension**”) by submitting request for such extension to the Authority on or before the applicable Outside Date. Approval for such extension shall not be unreasonably withheld if Developer satisfactorily demonstrates that such extension is necessary to avoid damaging the Improvements to the parks and open space during construction of adjacent Improvements, and to avoid the Completion of such parks and open space Improvements before the Completion of the Infrastructure and Stormwater Management Controls serving the parks and open space.

(f) Notification for Invocation of Developer Extension or Park Extension. In the event that Subdivider invokes the Developer Extension or the Park Extension, Subdivider shall promptly provide written notice to the Director. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Section 2(b) of this Agreement.

(g) Attorneys’ Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (“**DRM**”) to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys’ fees for the services rendered the prevailing party in such action or proceeding.

Attorneys' fees under this Section 9(g) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City, TIDA or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's, TIDA's, or the Subdivider's in-house counsel's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider's in-house counsel, as employed by the outside counsel for the Subdivider.

(h) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Director of Public Works:

Director of Public Works
City and County of San Francisco
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103
Attn: Denny Phan, Infrastructure & Development Permitting
Reference: Treasure Island – Yerba Buena Island Project

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel
Reference: Treasure Island – Yerba Buena Island Project

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
Attn: Molly Petrick, General Manager's Office
Reference: Treasure Island – Yerba Buena Island Project

And in the case of a notice or communication to the Subdivider:

Treasure Island Series 2, LLC
c/o: Treasure Island Development Group
615 Battery Street, Floor 6
San Francisco, CA 94111
Attn: Charles Shin

With copies to:

Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
Attn: Garrett Colli

And in the case of a notice or communication to TIDA:

Treasure Island Development Authority
One Avenue of the Palms, Suite 241
San Francisco, CA 94130
Attn: Robert P. Beck

With a copy to:

Office of the City Attorney
City Hall, Rm. 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Treasure Island Public Improvement Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "TREASURE ISLAND INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED."

(i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DDA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider's rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DDA as "Developer" (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director's approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to TIDA under the DDA; (2) Subdivider provides to the Director a copy of the executed DDA assignment and assumption (which includes the transfer of rights and

obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits I-1 and I-2 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(j) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Development Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Required Infrastructure.

(k) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(l) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than TIDA, the City, and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of TIDA, the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(m) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by TIDA, the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement. The Treasure Island Director is authorized to approve and execute on behalf of TIDA any amendment that the Treasure Island Director determines is in TIDA's best interests and is consistent with the terms of the DDA and the implementation thereof.

(n) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(o) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of TIDA, the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1751.2(b) of the Code. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA or the DDA.

10. Insurance. Subdivider shall, at all times prior to Acceptance of the Required Infrastructure, comply with the insurance requirements set forth in the DDA and/or any applicable Permit to Enter. Subdivider shall furnish to the City or TIDA, from time to time upon request by the City's Risk Manager or the Treasure Island Director, a certificate of insurance (and/or, upon request by the City's Risk Manager or the Treasure Island Director, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

11. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

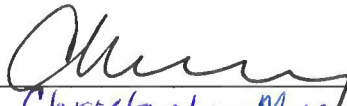
(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 9(i).

(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with the Executive Director of TIDA's Treasure Island Director and affected City departments, the Parties shall record a Notice of Termination, a draft of which is contained in Exhibit N. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Required Infrastructure necessary to serve the parcel, whether: (i) all Required Infrastructure has been completed and accepted by the City or TIDA, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

[Signature Pages Follow]

IN WITNESS WHEREOF, TIDA, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

SUBDIVIDER

By: 
Name: Christopher Meany
Its: Authorized Signatory

By: _____
Name: _____
Its: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Francisco

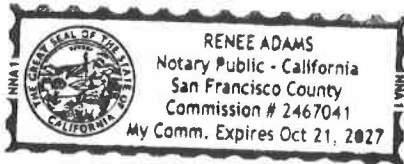
On December 3, 2025 before me, Renee Adams, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Christopher Meany
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.



Place Notary Seal and/or Stamp Above

Signature

Renee Adams

Signature of Notary Public

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: Public Improvement Agreement

Document Date: December 3, 2025 Number of Pages: 40

Signer(s) Other Than Named Above: Carla Short, John D. Malamut, Robert Beck

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher Meany

☒ Corporate Officer – Title(s): Authorized Signatory

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: Subdivider

TIDA

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

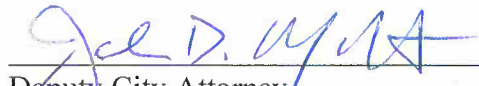
CITY AND COUNTY OF SAN FRANCISCO



By: Carla Short
Its: Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY



Deputy City Attorney
John D. Malamut

TREASURE ISLAND DEVELOPMENT AUTHORITY



By: Robert P. Beck
Its: Treasure Island Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Francisco)

On December 4, 2025, before me, Michael Crooms, Notary Public, personally appeared Carla Short, 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 she 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.

Michael Crooms

Signature of Notary Public



Notary Seal

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.

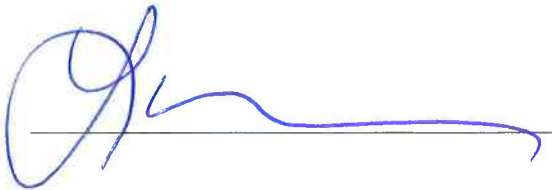
State of California)
County of San Francisco)

On December 3, 2025, before me, Lauren Skellen, Notary Public, personally appeared Robert P. 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



List of Exhibits

- Exhibit A – Plans and Specifications (Exhibits A-1 through A-4)
- Exhibit B – Estimated Costs
- Exhibit C – Required Infrastructure Schedule of Performance
- Exhibit D – Documents to be Submitted Concurrent with Public Improvement Agreement
- Exhibit E – Outstanding Tentative Map Conditions of Approval
- Exhibit F – Documents to be Submitted Concurrent with Request for Notice of Completion
- Exhibit G – Documents to be Submitted Concurrent with Request for Acceptance
- Exhibit H – Form of Multiple-Obligee Rider
- Exhibit I – Bonds (Exhibits I-1 through I-3)
- Exhibit J - Ownership & Maintenance Matrix
- Exhibit K – Sewers Subject to Video Inspection and Video Inspection Requirements
- Exhibit L – Surcharging and Construction Protection Plan
- Exhibit M – Form of Utility License
- Exhibit N – Designated Haul Route
- Exhibit O - Notice of Termination

EXHIBIT A-1

INFRASTRUCTURE PER PLANS AND SPECIFICATIONS

(Street Improvement Permit #25IE-00423)

EXHIBIT A-2

INFRASTRUCTURE PER PLANS AND SPECIFICATIONS

(Tradewinds Sanitary Sewer Pump Station (TRS) Permit # 25IE-00515)

EXHIBIT A-3

INFRASTRUCTURE PER PLANS AND SPECIFICATIONS

(Geotechnical Improvements Permit #21E-00881)

[Treasure Island Stage 2 Geotechnical Mitigation Plans]

EXHIBIT A-4

INFRASTRUCTURE PER PLANS AND SPECIFICATIONS

(TIDA Open Space Improvements)

[Attached]

EXHIBIT B**ESTIMATED COSTS**

Exhibit (A-1 through A-4)	Description of Improvements	Estimated Costs	Obligee	Performance Bond	Labor and Materials Bond	Financial Guarantee Bond
Exhibit A-1	Street Improvement Plans	\$61,577,256	CCSF	\$61,577,256	\$30,788,628	\$0
Exhibit A-2	Tradewinds Sanitary Sewer Pump Station	\$4,327,547	CCSF	\$4,327,547	\$2,163,774	\$0
Exhibit A-3	Geotechnical Improvements	\$25,930,164	CCSF	\$0	\$0	\$25,930,164
Exhibit A-4	Building 2 Plaza	\$3,125,000	CCSF & TIDA	\$0	\$0	\$3,125,000
	Building 3 Plaza	\$5,875,000		\$0	\$0	\$5,875,000
	Clipper Cove Promenade	\$5,800,000		\$0	\$0	\$5,800,000
Exhibit I-3	Final Map Survey Monuments - 40 survey monuments as shown on Final Map 10347	\$40,000	CCSF	\$40,000	\$0	\$0

EXHIBIT C

REQUIRED INFRASTRUCTURE SCHEDULE OF PERFORMANCE

TI Series 2 | Schedule of Performance

Last Update: 2025.12.3

		2025				2026				2027				2028				2029				2030				2031				2032			
NO.	TASK	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STAGE 2 DEMO & GEOTECHNICAL IMPROVEMENTS																																	
DCC-3/4	DEMO, CUT, CAP G3 & G4																																
G1	GEOTECHNICAL IMPROVEMENTS																																
STAGE 2 UTILITIES & STREET IMPROVEMENTS																																	
SIP-1	UTILITIES & STREET IMPROVEMENTS (PHASE 1)																																
SSPS-1	TRS SSPS																																
SIP-2	UTILITIES & STREET IMPROVEMENTS (PHASE 2)																																
STAGE 2 PARKS																																	
P1	BUILDING 2 PLAZA PARK																																
P2	BUILDING 3 PLAZA PARK																																
P3	CLIPPER COVE PARK PROMENADE PHASE 2																																
P4	EAST SIDE COMMONS PARK PHASE 1																																
ISLAND-WIDE COSTS ASSIGNED TO TI SERIES 2																																	
IWS2-1	TIO - STORM DRAIN OUTFALL																																
STAGE 2 MERCY HOUSING VERTICAL PROJECTS																																	
MH-1	PARCEL E1.2 BEHAVIORAL HEALTH BUILDING																																
MH-2	PARCEL E1.2 SENIOR CENTER																																
MH-3	IC4.3 FAMILY HOUSING BUILDING																																
Legend																																	
	Design, Permit, Bid, Contract																																
	Construction																																
	Anticipated construction completion / acceptance period.																																
	Vertical development projects																																

SIP-1	UTILITIES & STREET IMPROVEMENTS (PHASE 1)	Start: Q1 2026	Finish: Q2 2027
SSPS-1	TRS SSPS	Start: Q2 2026	Finish: Q3 2027
SIP-2	UTILITIES & STREET IMPROVEMENTS (PHASE 2)	Start: Q1 2028	Finish: Q2 2029
P1	BUILDING 2 PLAZA PARK	Start: Q1 2029	Finish: Q4 2029
P2	BUILDING 3 PLAZA PARK	Start: Q1 2028	Finish: Q4 2030
P3	CLIPPER COVE PARK PROMENADE PHASE 2	Start: Q3 2030	Finish: Q4 2031
P4	EAST SIDE COMMONS PARK PHASE 1	Start: Q1 2030	Finish: Q4 2030

EXHIBIT D

**DOCUMENTS TO BE SUBMITTED CONCURRENT WITH PUBLIC IMPROVEMENT
AGREEMENT**

1. Confirmation from Subdivider that properties will be annexed into a Master Homeowners Association
2. Bonding to complete the improvements
3. Executed Multiple-Obligee Rider(s)
4. Approved Street Improvement Plans
5. Executed Offers of Improvement

EXHIBIT E

OUTSTANDING TENTATIVE MAP CONDITIONS OF APPROVAL

SFPUC Wastewater Enterprise		
Condition No.	Condition	Timing / Requirement for Subdivider's Satisfaction of Condition
23	<p>The Subdivider shall install the new permanent stormwater outfalls, as shown in the Infrastructure Plan, Master Utility Plan, and this Tentative Map, to SFPUC standards, and in conformance with all applicable State, Federal and other permits, prior to Subdivider request for any Notice of Completion for any portion of the upstream storm drain sewer system connected to the respective outfalls.</p> <p>Construction Plans for the permanent stormwater outfalls must be approved by the City prior to approval of any phased Final Maps.</p> <p>City must approve a Utility Operating Agreement as part of or concurrently with the PIA which covers any temporary stormwater features which serve permanent upstream infrastructure. Any temporary stormwater management infrastructure needed to serve this project must be designed to the satisfaction of the SFPUC, San Francisco Public Works, SFPDPH (as applicable), TIDA, and other applicable trustee and responsible agencies, including local, State or Federal permitting agencies (USACE, RWQCB, BCDC, etc.) as applicable. Subdivider shall bond for the construction and removal of this temporary infrastructure.</p>	<p>Subdivider will install a permanent outfall as part of the Required Infrastructure and prior to requesting an NOC as described in the condition. Bonding for this improvement is addressed in the PIA.</p> <p>Complete.</p> <p>The amended TIDA-SFPUC Utilities Memorandum of Understanding addresses operation of temporary stormwater facilities. As described above, surety bonds provided with the PIA will include the cost of construction and removal of the temporary stormwater facilities.</p>

Tentative Map 10347 Conditions of Approval
(Matrix updated 12/3/2025)

Condition No.	Condition	Comment
DEPARTMENT OF CITY PLANNING (DCP)		
1.	In a letter dated May 12, 2020, the Application is approved subject to the conditions found in Planning Commission Motion No.18326, Resolution No.18327, and the Mitigation Monitoring and Reporting program for TI/YBI project dated April 7, 2011.	<p>Comment: Subdivider acknowledges that the subdivision is subject to applicable mitigation measures in the MMRP.</p> <p>Status: Project complies per the Project MMRP requirements</p>
San Francisco Public Utilities Commission (SFPUC)		
1.	Prior to approval of any phased Final Map, Subdivider shall obtain approval of improvement plans that include supplemental fire water service facilities necessary to serve the subdivision.	<p>Comment: Street Improvement Plans have been approved by the City. Permit #25IE-00423</p> <p>Status: Complied</p>
2.	The Stage 2 development area (the "Stage 2" and "Stage 3" areas described in this Order on shown on Exhibit A attached hereto) will rely on interim stormwater treatment facilities (located between existing Building 2 and 3) that will be removed and restored by Subdivider at no cost to the City upon completion and operation of the permanent stormwater treatment facility within Stage 3. Additionally, the storm drain system for the Stage 3 area relies on drainage through a storm drain line outside of the Stage 3 area and is anticipated to be installed by Subdivider in a temporary condition (i.e., without the completed street) but which will connect to a permanent outfall within Stage 3. Stormwater from any active construction zone outside of the Stage 3 area shall not enter this storm drain pipe at any time. The security for any phased final map within Stage 2 shall, to the extent not addressed through previously-provided security, be sufficient to address the following improvements to be completed in future phases: (1) construction of the portion of the permanent Eastside Stormwater Centralized Treatment Facilities (or SFPUC approved stormwater treatment facility) equivalent to the Stage 2 interim stormwater treatment area installed for the subject phased final map, and connection to permanent Stage 3 storm drain pipe; (2) removal of the interim	<p>Comment: The surety bonds to be provided with the executed PIA will address items 1-5 as described in the condition.</p> <p>Status: Complied</p>

Condition No.	Condition	Comment
	stormwater treatment facility in Stage 2 and removal/capping of associated force main and laterals; (3) restoration of the parcel occupied by the interim stormwater treatment facility and associated utility trenching; (4) storm drain lines routing to and connecting the Stage 2 area to the Eastside Centralized Stormwater Facilities and outfall; (5) the permanent outfall structure and (6) the pump station shown on Exhibit A.	
3.	Prior to approval of any Street Improvement Plans or Final Maps, the Subdivider shall provide a Facility Acceptance and Maintenance Plan for the City's review and approval. This Facility Acceptance and Maintenance Plan shall cover all required infrastructure within the Street Improvement Plans or Final Map area, as applicable, and all required off-site infrastructure. This Facility Acceptance and Maintenance Plan shall identify all of the facilities which comprise the required infrastructure and specify the responsible party for ownership, maintenance and liability of each facility or component. The Facility Acceptance and Maintenance Plan should also preliminarily define any conditions which Subdivider may need to satisfy before City's acceptance of required and off-site infrastructure. Any required conditions of acceptance must be further defined and agreed to in the Public Improvement Agreement ("PIA") prior to any Final Map approvals.	<p>Comment: The PIA will include a Facilities Acceptance and Maintenance Plan in the form of a matrix appended to the PIA, as with the TI Phase 1 PIA (as amended) and the YBI PIA.</p> <p>Status: Complied.</p>
4.	Prior to approval of any Street Improvement Plans, the Subdivider shall obtain City approval for revised Master Utility Plans, which prove that the pipe sizes and layout shown in the TI Stage 2/3 plans are adequate to serve the current project and the full build-out of Treasure Island.	<p>Comment: The City approved the Master Utility Plans in 2016 with amendments made to the grading and storm drain master plans in 2021.</p> <p>Status: Complied.</p>
SFPUC - Wastewater Enterprise		
5.	The Final Map shall identify all Public Utility Easements, including all storm drain outfalls (not just Utility Easements between TIDA and State Lands Commission). The Final Map(s) shall show the easement width (25 feet per Project Subdivision Regulations).	<p>Comment: Per discussions with the City, Final Map 10347 only identifies recorded easements. TIDG requests deferral of execution of easements until NOC.</p>

Condition No.	Condition	Comment
		Status: Complied
6.	Prior to approval of a final street improvement permit within Treasure Island Stage 2/3, the Subdivider shall submit final 100% plans to SFPUC for the required sanitary sewer pump and lift stations and force mains needed to provide sanitary sewer service at Treasure Island Stage 2/3.	<p>Comment: The approved Street Improvement Plans include all required sanitary sewer pump and lift stations and the force main.</p> <p>Status: Complied</p>
7.	Stormwater infrastructure to be constructed by the Subdivider to support this Subdivision must comply with Track 1 of the State Water Board requirements, including those promulgated under the Trash Capture Rule. Trash capture systems must be comprehensively included in the storm drain system to control trash from being discharged into receiving waters (the Bay). Trash capture systems selected for use at Treasure Island must be systems that have been certified by the State Water Board; uncertified systems will not be accepted by the City.	<p>Comment: The Street Improvement Plans addressing this condition were approved.</p> <p>Status: Complied. SIP Permit #25IE-00423</p>
8.	Prior to City issuance of a PIA or discrete street improvement or excavation permit for a deep utility, whichever first occurs, the Subdivider shall provide written confirmation that designs match those in Master Utility Plans and associated sanitary sewer analysis and hydraulic and hydrology modeling, or the Subdivider shall provide replacement modeling at the time of permit application.	Comment: Please refer to the letter from Freyer & Laureta, dated April 4, 2024.
9.	The Subdivider, prior to a request for a Notice of Completion, shall provide sewer testing and inspection data to SFPUC, consistent with associated Street Improvement Plans and Specifications and Engineering Standard Specifications of San Francisco Public Works. Where testing data (i) pre-dates subsequent heavy construction in or immediately adjacent to the sewer of interest, or (ii) pre-dates the request for a Notice of Completion by more than six months, the Subdivider will	Comment: Subdivider will include this testing and inspection data submittal on the list of requirements for requesting a Notice of Completion in the PIA.

Condition No.	Condition	Comment
	be required to provide current testing and inspection data in conjunction with request for Notice of Completion.	Status: Project will comply and include this information with the NOC per requirements in the PIA.
10.	Prior to PIA or City issuance of any Street Improvement Permit, the Subdivider shall:	
a.	Submit a Final Stormwater Control Plan (FSCP) for Interim Stage 2 Stormwater Treatment and a Final SCP for the Permanent Stage 2/3 Stormwater Treatment that demonstrate that the corresponding sub-phased portions of this Subdivision, associated parcels, and its associated street improvements comply with the Stormwater Management Requirements that apply to separate sewer systems (MS4). SFPUC approval of the FSCP for the Interim Stage 2 Stormwater Treatment is required prior to approval of the PIA or issuance of any Street Improvement permit within the Subdivision.	<p>Comment: Approval was received from SFPUC Wastewater Enterprise via email from Ken Kortkamp on 8/6/2021 for the Stage 2 Interim Bioretention Area Final Stormwater Control Plan dated 7/22/2021.</p> <p>Approval was received from SFPUC Wastewater Enterprise via email from Ken Kortkamp on 11/8/24 for the Stage 2/3 Eastside Stormwater Gardens Final SCP.</p> <p>Status: Complied</p>
b.	A Stormwater Management BMP Construction Phasing and Sequencing Plan describing the implementation and protection of interim or permanent centralized treatment facilities relative to the development public ROW and buildings within this Subdivision.	<p>Comment: The Stormwater Management BMP Construction Phasing and Sequencing Plan is included as Appendix E of the Stage 2 Interim Bioretention Area Final Stormwater Control Plan dated 7/22/2021 (approved via email from Ken Kortkamp on 8/6/2021).</p>

Condition No.	Condition	Comment
		Status: Complied.
11.	Conditions related to the interim stormwater management facility and appurtenance treating stormwater from this subdivision prior to discharge to SD system:	
a.	Interim stormwater management BMPs shall fully comply with Stormwater Management Requirements until such time a permanent facility is completed and operational.	<p>Comment: Approval was received from SFPUC Wastewater Enterprise via email from Ken Kortkamp on 8/6/2021 for the Treasure Island Interim Bioretention Area Final Stormwater Control Plan dated 7/22/2021.</p> <p>The interim bioretention area will remain operational until the Eastside Stormwater Gardens centralized treatment is constructed and operational as part of a subsequent development phase.</p> <p>Status: Complete.</p>
b.	The construction, maintenance, operation, removal and any restoration of adjacent public ROW shall be at no cost to City.	<p>Comment: Subdivider acknowledges that City will not be responsible for the cost of construction, maintenance and operation of interim stormwater BMPs or for associated right-of-way restoration. TIDA will be responsible for ownership, maintenance, and operation per the TI Stage 2 Facility Acceptance & Maintenance Plan</p> <p>Status: Complied</p>

Condition No.	Condition	Comment
c.	Interim stormwater management facilities will not be offered to the City for Acceptance. The City will not accept the interim facilities for purposes of maintenance and liability.	<p>Comment: Subdivider will not offer interim stormwater management facilities for dedication to the City. TIDA will take ownership of the interim centralized stormwater treatment facilities per the Stage 2 Facility Acceptance & Maintenance Plan</p> <p>Status: Complete</p>
12.	All projects developed separate from the Drainage Management Areas approved within the Final Stormwater Control Plans for Treasure Island Sub Phases 2 & 3 must submit a separate Stormwater Control Plan for review and approval by SFPUC.	<p>Comment: The subdivision is located entirely within a Drainage Management Area (Eastside Stormwater Gardens). TI Stage 2./3 Eastside Stormwater Gardens FSCP approved on 11/8/24 by Ken Kortkamp (SFPUC).</p> <p>Status: Complete.</p>
13.	Maintenance of the permanent centralized bioretention facilities shall be coordinated between the Subdivider, SFPUC and TIDA prior to City approval of the PIA.	<p>Comment: Maintenance of permanent stormwater facilities is addressed in the Facilities Acceptance and Maintenance Plan.</p> <p>Status: Complied</p>
14.	Prior to issuance of a Street Improvement Permit containing Shared Public Ways, subdivider shall submit for review and obtain SFPUC approval of a comprehensive Overland Flow Analysis demonstrating the stormwater from a 100 year storm (3 Hour) is contained within the Right-of-Way.	<p>Comment: There are no shared public ways within the subdivision.</p> <p>Status: Condition not applicable.</p>
15.	Conditions related to the temporary force main ("TFM") conveying sanitary sewage from this subdivision to the wastewater treatment plant:	

Condition No.	Condition	Comment
a.	Subdivider will offer the TFM to TIDA for acceptance.	<p>Comment: Subdivider has obtained NOC for the TFM and offered the TFM to TIDA for acceptance. Bill of Sale effective 1/9/25. Easement form and certificate of acceptance recorded 4/2/25. A new portion of force main outside the boundary of FM 10347 will be constructed as part of the Street Improvement Permit, and offered to TIDA to connect permanent improvements with the remainder of the temporary force main.</p> <p>Status: Complete</p>
b.	City shall not issue a Final Map until TIDA and SFPUC adopt an agreement pursuant to which TIDA licenses or otherwise authorizes SFPUC to operate and maintain the TFM. SFPUC's operation and maintenance of the TFM will require Subdivider or TIDA to reimburse SFPUC in amounts equivalent to SFPUC's costs for time and materials.	<p>Comment: TIDA and SFPUC executed an amendment to the SFPUC-TIDA Utilities Memorandum of Understanding that addresses this condition. Refer to the TIDA-SFPUC Pre-Acceptance Operating Agreement for Sanitary Sewer executed on 4/18/23.</p> <p>Status: Complete.</p>
c.	Prior to approval of a Final Map, Subdivider shall demonstrate that it has entered into one or more agreements that require Subdivider to indemnify TIDA and the City against any and all claims, losses and damages directly or indirectly caused by or resulting from the use, operation, or failure of the TFM.	<p>Comment: Refer to the amended TIDA-SFPUC Utilities Memorandum of Understanding. Refer to the TIDA-SFPUC Pre-Acceptance Operating Agreement for Sanitary Sewer executed on 4/18/23.</p> <p>Status: Complete.</p>

Condition No.	Condition	Comment
16.	The Final Map shall identify and include the dimensions of all Public Utility Easements (PUE) approved by the PUC per the TI/YBI Subdivision Regulations associated for certain.	<p>Comment: The Final Map includes the required PUEs and associated dimensions for easements on the record.</p> <p>All other references to future offer of easements and the graphical representation have been removed from the map. PW Order #212407 addresses future easements</p> <p>Status: Complete.</p>
17.	The Final Map shall identify a PUE for the Subdivider-proposed sanitary sewer pump station on Trade Winds Avenue that includes the within the PUE.	<p>Comment: Per Public Works Order #212407 and Street Improvement Permit #25IE-00423. All references to future offers of easements and the graphical representation of the easements have been removed from the Final Map per agreements with the City. However, a future easement for the TRS sewer pump station has been contemplated and included for future execution.</p> <p>Status: Complete.</p>
18.	Subdivider is required to submit a pre- and post-construction video inspection of all previously-accepted sewers that will be connected to or potentially impacted by the project. The pre- and post-construction video inspection shall be submitted to the SFPUC Collections System Division (CSD). Subdivider shall be responsible for all damage to the previously-accepted sewers caused by the construction of the Project.	<p>Comment: The PIA and project specifications address the requirement to provide pre- and post-construction video inspections of previously-accepted sewers as described in the condition.</p> <p>Status: Project will comply.</p>

Condition No.	Condition	Comment
19.	The Subdivider shall submit for SFPUC review and approval, a Surcharging & Construction Protection Plan for existing infrastructure that is to be retained in or adjacent to the area depicted on any proposed Final Map. The Plan will be comprised of measures to avoid and mitigate potential impacts to infrastructure from geotechnical and heavy construction work completed by Subdivider, including subsurface foundation and tieback installation. The Plan must be prepared by the project geotechnical engineer of record and approved by the SFPUC and be in place prior to commencement of construction pursuant to the Final Map. The Plan shall identify distance thresholds between existing infrastructure and applicable geotechnical and construction activities during which vibration and settlement monitoring will be required, along with thresholds triggering mitigation activities. During construction, the Subdivider shall be responsible for regularly supplying the SFPUC Collections System Division with the settlement monitoring records as outlined in an approved final Utility Monitoring Program (Treasure Island Subdivision Regulations, Appendix D, Section XX), confirming that the adjacent infrastructure is not adversely impacted by construction activities.	<p>Comment: The requirement to prepare a Surcharging & Construction Protection Plan is addressed in the PIA.</p> <p>Status: Complied</p>
20.	The Subdivider shall show all sewer laterals exiting each new lot for review and approval in the applicable Improvement Plans. Future approval of the Improvement Plans shall be conditioned on the side sewers having air vents and traps constructed.	<p>Comment: The Street Improvement Plans (Permit #25IE-00423) depict sewer laterals as required by the condition.</p> <p>Status: Complied</p>
21.	Subdivider shall set forth warranty periods and provisions, after consultation with the SFPUC, for stormwater facilities, sewer facilities, and sewer pump stations in PIAs and as pursuant to the applicable Code and the Treasure Island Development Agreement. Acceptance of any Public Improvement shall not affect a waiver of any rights the City may have as to warranties and construction and design defects.	<p>Comment: The PIA incorporates the statutory warranty periods required by TI/YBI Subdivision Code Section 1751.2(c).</p> <p>Status: Complied</p>
22.	Consistent with project Final EIR Mitigation Measure M-NO-6, Stationary Operational Noise Sources, all pump stations shall be located away from noise sensitive receptors, be enclosed within structures with adequate setback and noise attenuating features to achieve operational compliance with applicable regulatory	<p>Comment: Pump station designs have incorporated the requirements of the Mitigation Measure.</p>

Condition No.	Condition	Comment
	noise control standards. The Subdivider shall provide noise monitoring data for pump stations after construction for TIDA, SFPUC, and SF Planning review. Any needed "site and noise attenuation features" to ensure compliance with the FEIR-identified noise standards will be at the expense of the project sponsor and shall be completed prior to SFPUC approval of the NOC. The Subdivider shall not request NOC or Conditional NOC prior to completion of all work identified in the mitigation measure.	Status: Complied
23.	<p>The Subdivider shall install the new permanent stormwater outfalls, as shown in the Infrastructure Plan, Master Utility Plan, and this Tentative Map, to SFPUC standards, and in conformance with all applicable State, Federal and other permits, prior to Subdivider request for any Notice of Completion for any portion of the upstream storm drain sewer system connected to the respective outfalls.</p> <p>Construction Plans for the permanent stormwater outfalls must be approved by the City prior to approval of any phased Final Maps.</p> <p>City must approve a Utility Operating Agreement as part of or concurrently with the PIA which covers any temporary stormwater features which serve permanent upstream infrastructure. Any temporary stormwater management infrastructure needed to serve this project must be designed to the satisfaction of the SFPUC, San Francisco Public Works, SFDPH (as applicable), TIDA, and other applicable trustee and responsible agencies, including local, State or Federal permitting agencies (USACE, RWQCB, BCDC, etc.) as applicable. Subdivider shall bond for the construction and removal of this temporary infrastructure.</p>	<p>Comment:</p> <p>Subdivider will install a permanent outfall as part of the Required Infrastructure and prior to requesting an NOC as described in the condition. Bonding for this improvement is addressed in the PIA.</p> <p>Complete.</p> <p>The amended TIDA-SFPUC Utilities Memorandum of Understanding addresses operation of temporary stormwater facilities. As described above, surety bonds provided with the PIA will include the cost of construction and removal of the temporary stormwater facilities.</p> <p>Status: Project will comply.</p>
24.	The complete stormwater management approach, required sizing, and spatial layout of the Stage 2 interim and Stage 2/3 permanent centralized bioretention	Comment: Approval of the Stormwater Control Plan was received from SFPUC

Condition No.	Condition	Comment
	facilities must be documented in the proposed Final Stormwater Control Plan(s) submitted to SFPUC prior to issuance of any Street Improvement Permits. Maintenance of and access to the centralized bioretention facilities, must be coordinated between the Subdivider, SFPUC and TIDA as part of the Facilities Acceptance and Maintenance Plan, prior to submittal of the PIA or the first phased Final Map.	<p>Wastewater Enterprise via email from Ken Kortkamp on 8/6/2021 for the Stage 2 Interim Bioretention Area Final Stormwater Control Plan dated 7/22/2021. the TI Stage 2/3 Eastside Stormwater Gardens FSCP was approved on 11/8/24 by Ken Kortkamp (SFPUC).</p> <p>The Facilities Acceptance and Maintenance Plan will be included in the PIA.</p> <p>Status: Project will comply.</p>
25.	Prior to City Approval of any Street Improvement Permit, the Subdivider shall obtain and provide to the City all required 3rd party approvals from the Regional Water Quality Control Board, the Army Corps of Engineers, and the San Francisco Bay Conservation and Development Commission for the storm drain outfall, including associated operation of outfall, as applicable. The Street Improvement Plans must be consistent with all third-party approvals for the outfall.	<p>Comment: Subdivider will obtain any required approvals from third-party regulatory agencies.</p> <p>Status: Project will comply.</p> <p>BCDC Permit: 2016.005.02 (Amendment #2)</p> <p>Army Corps of Engineers Permit #2014-00373S</p> <p>RWQCB: CIWQS Place ID 810882</p>
26.	Overland release from off-site existing streets adjacent to Stage 2 may be impacted by the grading of Stage 2, until Stage 3 is constructed. Prior to first	Comment: Refer to the Overland Release Plan prepared by Freyer & Lauretta dated June 14, 2024 and

Condition No.	Condition	Comment
	phased Final Map an overland release plan, including any modeling if needed, must be provided and approved by the City for the areas adjacent to Stage 2.	provided with a prior SIP submittal, which addresses the condition. Status: Complied
27.	Subdivider shall not offer upstream stormwater facilities for City's acceptance unless and until Subdivider, TIDA and SFPUC have entered into the Utility Operating Agreement for the temporary stormwater section.	Comment: Refer to the amended TIDA-SFPUC Utilities Memorandum of Understanding addressing temporary stormwater improvements. Refer to the TIDA-SFPUC Pre-Acceptance Operating Agreement for Sanitary Sewer executed on 4/18/23. Status: Project will comply.
28.	Prior to City's approval of the first phased Final Map within Stage 3, Subdivider shall demonstrate, to City's satisfaction, that it holds the necessary property or other rights to construct the temporary storm drain sewer alignment.	Status: Condition not applicable.
29.	Prior to City's acceptance of the storm drain outfall and any upstream facilities which rely on the outfall, an access road for the operation and maintenance of the storm drain pipe, CDS unit, and outfall must be provided. The road will be designed by the Subdivider to SFPUC standards, and constructed by the Subdivider. Access rights to the road, either permanent or temporary must also be provided to the SFPUC prior to acceptance.	Comment: Access is provided onto Clipper Cove Promenade. Status: Project will comply.
SFPUC Water Enterprise		
30.	Laterals for low pressure water, non-potable water, irrigation or fire suppression shall not be installed until such time that the SFPUC has approved the location and size of each lateral based on the information below, whether provided by Subdivider or the vertical developer for a particular lot. Subdivider shall show the design location of all foreseeable laterals serving future lots on the improvement plans in their approximate locations, but shall not size the laterals. Locations of	Comment: Vertical developers (not Subdivider) will install these laterals when greater detail on building design is known.

Condition No.	Condition	Comment
	<p>laterals shall not conflict with other required street improvements or necessary clearances. Subdivider shall place the following note on the improvement plans, "Water lateral shown in approximate location but not sized until additional building details have been submitted to and approved by SFPUC." Subdivider must comply with all requirements associated with deferred laterals as described in the TI/YBI Subdivision Regulations, including preparing and getting approval from the City of a notice of restrictions against all property with deferred laterals stating that the property is subject to future public right-of-way restoration, repair, and replacement obligations and cost related to the installation of the deferred laterals.</p> <p>Prior to SFPUC review and approval of size and location of laterals, Subdivider (or the vertical developer of a given lot) shall submit sufficient evidence to the SFPUC. At a minimum this evidence shall include:</p>	<p>Standard Note 4 on LPW Water Lines Plans read, "WATER LATERALS ARE NOT PART OF THIS PLAN SET, SHOWN FOR REFERENCE ONLY. WATER LATERALS SHOWN IN APPROXIMATE LOCATION, BUT NOT SIZED UNTIL ADDITIONAL BUILDING DETAILS HAVE BEEN SUBMITTED TO AND APPROVED BY SFPUC."</p> <p>Status: Project will comply.</p>
a.	Written approval of Fire Sprinkler Service-Meter and Supply Size from SFFD specifying fire service lateral size and street of connection based on CDD's theoretical available flow and pressure in the water distribution main at the proposed point of connection.	<p>Comment: Vertical developers will install laterals. Compliance will be demonstrated at the building permit stage when building design is understood.</p> <p>Status: Project will comply.</p>
b.	Preliminary fixture counts and proposed standard and recycled lateral sizes and locations calculated using the SFPUC Fixture Count Worksheet.	<p>Comment: Vertical developers will install laterals. Compliance will be demonstrated at the building permit stage when building design is understood.</p> <p>Status: Project will comply.</p>
c.	Maximum flow (gpm) calculations required for irrigation systems and their proposed lateral locations.	<p>Comment: Vertical developers will install laterals. Compliance will be demonstrated at the building permit stage when building design is</p>

Condition No.	Condition	Comment
		<p>understood. Maximum flow calculations for irrigation systems within parks and associated laterals will be completed as part of separate park design and permitting.</p> <p>Status: Project will comply.</p>
d.	Locations of Backflow preventers (must be 25' from the point of connection).	<p>Comment: Vertical developers will install laterals. Compliance will be demonstrated at the building permit stage when building design is understood.</p> <p>Status: Project will comply.</p>
e.	Updated Street Improvement Plans or modifying permit documents such as Informational Bulletins from Public Works, if applicable and available at the time of the request.	<p>Comment: Vertical developers will install laterals. Compliance will be demonstrated at the building permit stage when building design is understood.</p> <p>Status: Project will comply.</p>
SFPUC - Power		
31.	All transformer switches shall be installed pursuant to industry standards.	<p>Comment: Transformer switches as described in the Street Improvement Plans and project specifications will be installed pursuant to industry standards.</p> <p>Status: Project will comply.</p>

Condition No.	Condition	Comment
32.	Subdivider shall not install building service transformers within any public right of way.	<p>Comment: Subdivider does not propose to install building service transformers within public right-of-ways. Refer to the Street Improvement Plans and project specifications.</p> <p>Status: Complied</p>
33.	Wherever Subdivider proposes easement or fee dedications for publicly owned electrical switchgear, Subdivider shall provide information on all existing and proposed utilities and easements across the subject property. Subdivider shall prove through design drawings, specifications and other documentation that the proposed switchgear layout and design on the property will meet all applicable health and safety regulations.	<p>Comment: The PIA will include a requirement that as part of the request for NOC for any such switchgear, that Subdivider will provide the information required by the condition.</p> <p>Status: Project will comply.</p>
34.	Subdivider shall design all proposed streetlight facilities within the subdivision shown on this Tentative Map in conformance with the SFPUC Streetlights Design Guidelines and Requirements dated January 25, 2021.	<p>Comment: All streetlights will conform to the January 25, 2021 SFPUC. Streetlights Design Guidelines and Requirements.</p> <p>Status: Complied</p>
35.	Subdivider shall provide 10% spare fixtures and poles for fixtures and poles selected from the SFPUC catalog	<p>Comment: Subdivider will provide the required fixtures and poles. See the street improvements specifications, Section 16500 for further information.</p> <p>Status: Project will comply.</p>
36.	Subdivider shall provide 20% spare fixtures and poles for those not selected from the SFPUC catalog, pending SFPUC approval of the fixtures and poles.	<p>Comment: Subdivider will provide the required fixtures and poles. See the</p>

Condition No.	Condition	Comment
		street improvements specifications, Section 16500 for further information. Status: Project will comply.
SFPUC - Real Estate		
37.	All proposed easements for SFPUC facilities shall meet the requirements stated in the Project Subdivision Regulations.	Comment: All proposed SFPUC easements are consistent with the requirements of the Subdivision Regulations. Status: Project will comply.
38.	Subdivider shall offer public utility easements only for those locations that the PUC approves, in accordance with the Project Subdivision Regulations.	Comment: All proposed public utility easements are addressed in PW Order #212407, per agreement with the City. SFPUC will also review the separate easement instruments, including plats and legal descriptions. Status: Project will comply.
39.	Subdivider shall include the dimensions of all proposed easements and fee dedications on street improvement and excavation plans.	Comment: There are no fee dedications associated with this subdivision. Dimensions will be confirmed after construction is complete and easement dimensions are finalized per as-built conditions. Status: Project will comply.

Condition No.	Condition	Comment												
40.	Subdivider shall obtain SFPUC written approval of the location, layout and dimensions of any proposed pump stations prior to submitting any applicable Final Maps.	Comment: Pump stations were shown on the Tentative Map, which SFPUC reviewed and approved. Status: Complete.												
41.	Easements for power distribution facilities outside of the streets/public right-of-way shall meet the following minimums, which may change at SFPUC’s discretion based on the specific needs at any given site. <table border="1"><thead><tr><th>Facility</th><th>Minimum Easement</th></tr></thead><tbody><tr><td>Conductors in Conduit</td><td>10 feet on each side</td></tr><tr><td>Transformer Pad</td><td>15’ x 15’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance</td></tr><tr><td>Pad-Mounted Switch</td><td>10’ x 25’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance</td></tr><tr><td>Primary Vault/Pull Box</td><td>15’ x 15’</td></tr><tr><td>Secondary Pull Box</td><td>5’ x 5’</td></tr></tbody></table>	Facility	Minimum Easement	Conductors in Conduit	10 feet on each side	Transformer Pad	15’ x 15’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance	Pad-Mounted Switch	10’ x 25’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance	Primary Vault/Pull Box	15’ x 15’	Secondary Pull Box	5’ x 5’	Comment: Easements for power distribution facilities located outside of the right-of-way comply with the minimum dimensions described in the condition. Status: Complete.
Facility	Minimum Easement													
Conductors in Conduit	10 feet on each side													
Transformer Pad	15’ x 15’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance													
Pad-Mounted Switch	10’ x 25’ Operable sides: 8’ clearance Non-operable sides: 3’ clearance													
Primary Vault/Pull Box	15’ x 15’													
Secondary Pull Box	5’ x 5’													
42.	PUE-12, PUE-17, PUE-18, and the permanent outfall easement are all outside the Subdivision Boundary, despite being necessary to support the project. Final forms of easements for all four PUEs must be provided at least 30 days prior to first Phased Final Map Plan Checkprint submittal to BSM. The permanent outfall easement should also be given a PUE number and listed on the Tentative Map.	Comment: PUE 12 and 18 are necessary to support the Stage 3 area, but not development within Stage 2, including the subdivision proposed by the Final Map. Subdivider will comply with the condition for the future associated phased final map as to PUEs 12 and 18. PUE-17 and PAE-1 are located on property owned by the Department of Labor. TIDA engaged with the Department of Labor to discuss the terms of a permanent easement over the												

Condition No.	Condition	Comment
		property. These easements over property owned by the Department of Labor are recorded and shown on the Final Map Status: Project will comply.
43.	The Stage 3 outfall is not adjacent to any property that the SFPUC has rights of access across. In addition to the outfall easement itself, a vehicle road meeting SFPUC standards, along with access rights, must be provided to the SFPUC in order to operate and maintain the permanent outfall.	Comment: The Stage 3 outfall is not included as part of this subdivision. Vehicular access to the Stage 3 outfall will be addressed as part of a future phased final map. Status: Condition not applicable.
44.	Use of the Interim Stage 2 Bioretention Area and permanent Stormwater Treatment Area must be secured as part of the first phased final map submittal to the City. Some form of easement, MOU, or NSR must be placed across the land to reserve its use for stormwater treatment and to ensure that the SFPUC can step in and operate the facilities, if TIDA and/or the Developer were to default in their obligation.	Comment: TIDA and SFPUC will address this condition as part of a separate Utility Operating Agreement Status: Project will comply.
SFPUC - Infrastructure		
45.	Note 1 on Sheet TM-3 refers to private streets outside of the subdivision boundary, which will connect to the public streets being created through this map and provide circulation on the island. Rights must be granted to the public for the use of these private streets as part of any phased Final Maps which relies on such streets for circulation. In addition, if a phased Final Map is pursued for just a portion of the Stage 2/3 area, which results in dead-end streets as a temporary condition, until a future phase of the Stage 2/3 area is mapped and completed such that the dead end condition is no longer present, infrastructure and access rights for circulation	Comment: The streets within this subdivision map will connect to future public streets within the Phase 1 boundary which have been offered for dedication to the City as part of Final Map No. 9235. Status: Project will comply.

Condition No.	Condition	Comment
	or vehicle turnarounds must be provided to the satisfaction of the City as part of the phased Final Map that creates the dead end condition.	
46.	Off-site lotting shown on TM-3 does not match what is shown on TM-2, since this map relies on a future Transfer Map action to subdivide these properties. In addition, Sheet TM-2 indicates that portions of Lot V and Lot I are currently part of the Navy property. Prior to submittal of the a phased Final Map that includes the affected lots, the Subdivider shall have recorded a Transfer Map, which subdivides the properties within and adjacent to this Tentative Subdivision Map, in substantial conformance with the lotting shown on TM-3. If a Transfer Map is recorded which is not in substantial conformance with the lotting shown on TM-3, a new Tentative Map may be needed.	<p>Comment: Tentative Map No. 10347 Lots V and I are not part of the subdivision by the Final Map.</p> <p>Status: Condition not applicable.</p>
SFFD: SAN FRANCISCO FIRE DEPARTMENT		
1.	Fire Department vehicle access for Braghetta Lane (Ave E) shall be an unobstructed clear width of not less than (26) feet to support fire rescue and fire suppression operations per infrastructure plans approved by SFFD. The measurement of 26 feed may include one foot from within each eight-foot wide parking aisle.	<p>Comment: The clear width of 26 feet is provided on Braghetta Lane. From curb to curb (not including parking strip), the clear width is 28 feet.</p> <p>Status: Complied</p>
2.	Hydrants shall be located at intersections, readily accessible and visible. Any additional hydrants per code can be placed mid-block. Hydrants shall be located within 2 feet from curb and have 5 feet clearance around them. A clear path from staged engine to hydrant shall be 10 feet.	<p>Comment: The Street Improvement Plans, comply with the condition.</p> <p>Status: Complied</p>
3.	Provide the fire flow required for the building per CFC appendix B & C and the fire flow available.	<p>Comment: Water infrastructure is addressed in the Street Improvement Plans. The Project's Low-Pressure Water Master Plan, which was reviewed and approved by SFFD, requires fire flow</p>

Condition No.	Condition	Comment
		on Treasure Island at a rate of 3,500 gallons per minute. Status: Complied
4.	Show the lay-out of the hydrants location and the coverage area per each hydrant and hydrants spacing per CFC appendix B & C.	Comment: Hydrants as required per the condition are shown on Sheet C6.00 of the Street Improvement Plans. Status: Complied
5.	Provide low pressure hydrants within 100 feet distance to any Building Fire Department Connection (FDC).	Comment: Locations of building SFFD connections will be part of the vertical building designs. These plans will be submitted to DBI for review/approval. If additional hydrants are needed they will be installed as part of the vertical development plans. Status: Project will comply.
SFMTA – SUSTAINABLE STREETS DIVISION - PLANNING		
1.	Driveways and on-street loading related to transferring residential units to Lot 10 shall be reviewed and approved by the SFMTA.	Comment: Tentative Map No. 10347 Lot 10 is not included within the subdivision proposed by the Final Map. This condition will be addressed as part of a future phased final map for Stage 3. Status: Condition not applicable.
PUBLIC WORKS: BUREAU OF STREET USE AND MAPPING-SUBDIVISION AND MAPPING SECTION		

Condition No.	Condition	Comment
1.	TIDA, TICD and the CITY shall enter into a Public Improvement Agreement consistent with Section 1751 of the San Francisco Subdivision Code and the Subdivision Map Act for all improvements within a Final Map or required for development of area shown in the Final Map but not completed at the time of Final Map. Such PIA shall address any prior work permitted through discrete street improvement or excavation permit(s) and security provisions and provide interim easements or licenses via separate offer, such that the City can complete the improvements if Subdivider fails to do so.	<p>Comment: TIDA, Subdivider and the City will enter into a PIA covering the subdivision.</p> <p>Status: Complied</p>
2.	Subdivider shall provide a Certificate of Improvement Agreement on the face of the Final Map.	<p>Comment: The Final Map includes a Certificate of Improvement Agreement.</p> <p>Status: Complete.</p>
3.	Prior to approval of a Final Map for development, Subdivider shall provide to Public Works for its review, approval and recordation with the respective Final Map, Declarations of Restrictions, CC&R's or other approved documents in association with this subdivision pursuant to the Davis-Stirling Act that reserve all necessary nonexclusive easements for private streets, public utility easements or private utility access easements for pedestrian and vehicular ingress and egress, emergency vehicular access and any necessary emergency exiting and/or public utility purposes, and a restrictive covenant that prohibits any permanent improvements (except those improvements shown on the Improvement Plans or otherwise approved by the City for placement in the private streets or public utility easements that may act in any manner to obstruct those portions of such private streets, public utility easements or private utility access easements on such maps that are determined by the San Francisco Fire Department or the City Department of Building Inspection to be necessary for emergency vehicular ingress and egress and emergency exiting purposes or the City Public Utility Commission to be necessary for clearance and access to maintain such public utilities. The City shall be a third-party beneficiary to the restrictive covenant entitling the City to enforce its terms and requiring City approval before any amendment can be made to such restrictive covenant. CCR's shall address the maintenance of private streets and private open space. The Director may defer the timing requirement herein until	<p>Comment: Subdivider will provide confirmation to the Director that properties will be annexed into the existing Master Homeowners Association formed pursuant to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Treasure Island Residential Development, recorded in 2022, and which were previously reviewed by the City and TIDA.</p> <p>Status: Requesting Deferral</p>

Condition No.	Condition	Comment
	prior to the first TCO, provided this is addressed to the Director's satisfaction in an amended PIA.	
4.	Amendments:	
a.	Any Improvement Plans and any amendments to this Tentative Map approved by the Director shall substantially conform with the approved Major Phase 1 (Adopted May 13, 2015 by TIDA Board of Directors), the Plan and the Plan Documents then in effect, or any amendments thereto.	<p>Comment: No amendments to the Tentative Map are proposed. The approved Street Improvement Plans (Permit #25IE-00423), comply with the approved Major Phase 1 Application.</p> <p>Status: Complete.</p>
b.	Subdivider may submit administrative revisions to the Tentative Map, which shall be subject to the review and approval by the Director of Public Works, without public hearing, by a Revised Tentative Map. Such map may, among other things, correct errors in distances, or show any course or distance that was omitted, to correct any other type of minor error or omissions or to make any other modifications as approved by the Director of DPW, which do not materially adversely affect any City or third party property rights and which are not materially inconsistent with these conditions of approval of the Tentative Map.	<p>Comment: Subdivider acknowledges the condition. No amendments to the Tentative Map are currently proposed.</p> <p>Status: Condition not applicable.</p>
5.	The Subdivider shall submit for timely review and approval all documents necessary for the process of completing or bonding for improvements, recording Final Maps, CC&Rs, deeds, notices of restriction, redemption of bonds and final "acceptance" of future public facilities.	<p>Comment: Subdivider will timely provide all required materials, including materials required prior to the Final Map, and materials relating to the release of security ("redemption of bonds") and acceptance of streets.</p> <p>Status: Project will comply for all items except for CC&Rs, Deeds etc. as approved by a future Public Works Order.</p>

Condition No.	Condition	Comment
6.	In any submittal of a Final Map, all owners of property within such Final Map shall provide evidence satisfactory to the Director that said owners are vested in title and operate with sufficient legal authority to convey and encumber the property rights being affected by the Final Map. At the time of recordation of the Final Map, a subdivision guarantee issued by a title insurance company showing fee title vested in each such owner shall constitute satisfactory evidence of fee ownership for purposes of this condition and shall be recorded together with the Final Map.	<p>Comment: All owners of real property within the subdivision (including TIDA) will execute the Final Map. Subdivider will provide a current title report documenting that those entities executing the Final Map as owners are vested in title. Subdivider will provide a subdivision guarantee at the time of recordation of the Final Map.</p> <p>Status: Project will comply</p>
7.	The Subdivider shall set permanent and identifiable monuments sufficient to retrace all boundary lines shown on a Final Map. Subdivision monuments shall be set in the public right of way at offsets from each intersection of a lot line with a block line or block line with a block line or point of intersection in a block line. The offset distance may be 6.00 feet except in cases where such other offset distance is approved by the City and County Surveyor. All monuments shall be set in accordance with the Subdivision Regulations for Treasure Island and Yerba Buena Island, Appendix A. At DPW's discretion Subdivider shall propose a separate revised Subdivision Improvement Agreement to the City and County Surveyor and provide adequate security sufficient to guarantee the future completion of all such installations in lieu of providing for this in the primary and public improvement agreement for the subdivision map. In no event shall the setting of monuments be delayed longer than five years after recording of a Final Map.	<p>Comment: BKF will install the survey monuments as required by the condition. Subdivider will provide a bond to secure the setting of monuments as part of the Final Map Mylar package along with performance and labor and materials bonds.</p> <p>Status: Project will comply.</p>
8.	Prior to submitting a Final Map Check Print the subdivider shall provide survey monument plan to be reviewed and approved by the City and County Surveyor.	<p>Comment: The Final Map includes a monumentation plan as required by the condition.</p> <p>Status: Complete</p>

Condition No.	Condition	Comment
9.	Prior to submittal of Mylar for the Final Map Check Print, the Subdivider shall prepare a spreadsheet matrix identify in writing how all the Conditions, including subsequent terms, modifications and refinements imposed through separate associated street improvement permits, have been satisfied.	Comment: This matrix addresses the condition. Status: Complied
10.	The Subdivider shall prepare the Final Map in substantial compliance with the approved Tentative Map, as well as the Subdivision Map Act and the San Francisco Subdivision Code.	Comment: The Final Map is in substantial compliance with Tentative Map No. 10347, the Subdivision Map Act and the San Francisco Subdivision Code. Status: Complete
11.	Any Amendment to the Public Improvement Agreement shall address the maintenance of some portion of bonding sufficient to cover resurfacing or repair of streets for a reasonable time, not to exceed one year following street acceptance, where Vertical Improvements fronting the street have not been completed at the time of street acceptance.	Comment: The City will maintain 10% of the performance and labor and materials bonds for one year. These terms will be described in the PIA. Status: Project will comply.
12.	The number of condominium units within the subdivision shall not exceed 2132 residential, 200 commercial and 2132 parking. The number and identity of units within each lot and tax parcel shall be clearly shown on the Final Map.	Comment: Proposed residential, commercial and parking condominium unit counts are described in the Lot Information Table on the Final Map. The condominium counts are all within the limits established by the condition. Status: Complete.
13.	The Final Map shall be tied to existing monuments and shall be based on a field survey of the redevelopment boundary performed by a Professional Land Surveyor and depicted on the Final Map. The retracement shall show in detail the location and character of all monuments found on the redevelopment boundary. All surrounding adjacent parcels shall be shown in their entirety and any remainder	Comment: The Final Map ties to existing monuments and is based on a field survey and otherwise complies with the condition.

Condition No.	Condition	Comment
	parcels resulting from previous conveyances or subdivisions shall be incorporated into this subdivision.	Status: Complete.
14.	Approved Improvement Plans of a Public Improvement Agreement are required prior to Public Works approving any Final Map related to this Tentative Map, or amendments hereto.	<p>Comment: Street Improvement Plans were approved on 10/3/25 and assigned Permit #25IE-00423. TIDA, Subdivider and the City will enter into a PIA concurrent with the approval of the Final Map.</p> <p>Status: Project will comply.</p>
15.	Easement Agreements shall be required for any public easements offered on the Final Map related to this Tentative Map. No Easement shall take effect until the recordation of said Easement Agreement. No easements not previously shown and approved on the Tentative Map shall be offered to or accepted by the City.	<p>Comment: Subdivider will provide Public Works with final easements prior to or concurrent with Subdivider's request for a Notice of Completion</p> <p>Status: Project will comply.</p>
16.	All Easement Agreements, Offers of Dedication, Offers of Improvements, Grant Deeds or any other documents shall be executed by Subdivider and submitted to Public Works prior to approval of the Final Map Check Print or Improvement Plans, whichever comes first, unless otherwise approved by the City. Review of the documents by the Director and City Attorney shall be concurrent with review and approval of the Public Improvement Agreement.	<p>Comment: Subdivider shall provide Public Works with final easements prior to or concurrent with Subdivider's request for a Notice of Completion.</p> <p>There are no Offers of Dedication or Grant Deeds as part of the Final Map.</p> <p>The Offers of improvements for the Required Infrastructure shall be made by separate instrument(s) and provided to the Director concurrent with the execution of the PIA</p>

Condition No.	Condition	Comment
17.	If private streets and if required EVAE agreements to be used for fire protection, then Emergency Vehicle Access Easements (EVAE) shall be required to be dedicated to the City. The EVAEs shall be reviewed and approved by SFFD and City Attorney's Office prior to Final Map Checkprint submittal and shall be executed and submitted with the Mylar of the Final Map.	Comment: The subdivision does not include any private streets. Status: Condition not applicable.
18.	Public Works shall not accept any retaining walls. All retaining walls, if any, shall be built on lands outside the public right of way. If any retaining walls are built on lands in the public right of way, such retaining walls would be subject to a major encroachment permit issued at the discretion of the Director of Public Works.	Comment: There are no proposed retaining walls proposed in the public right of way per Permit #25IE-00423. Status: Condition not applicable.
19.	Prior to the Final Map, or as otherwise provided for in the PIA, Subdivider shall apply for and receive a vacation action by the Board of Supervisors, or quitclaim, of all public easements for utilities and right-of-way purposes except those currently or proposed to be used for this project. All existing easements within the limits of this subdivision or related thereto, must be shown on the Final Map or quitclaimed prior to the approval of the Final Map or otherwise provided in the PIA. The quit claim process will depend on whether any facilities will be abandoned, or alternate facilities constructed to replace the need for such utilities in the easement.	Comment: All existing easements are shown on the Final Map Status: Project will comply.
20.	Subdivider shall be solely responsible for the proper protection, referencing, and replacement of existing survey markers and control monuments throughout the project area and adjacent affected neighborhoods until the project streets are accepted by the City. Upon installation, monument locations shall be submitted to the City and County Surveyor for official naming and inclusion in the City's records. Lost, destroyed and/or replaced survey control and monumentation shall be done in compliance the PLS Act and coordinated with the City and County Surveyor. Failure to comply with the provisions shall cause the County Surveyor to perform any required obligations under the Surveyor's Act. If the County Surveyor performs any such required obligations, the County Surveyor may recover such costs and expenses, including any attorney's fees, for such performances from the Subdivider.	Comment: Subdivider will install and maintain monuments as required by the condition. Status: Project will comply.

Condition No.	Condition	Comment
21.	The Final Map Owner's Statement shall provide for all offers of dedication.	Comment: There are no offers of dedication Status: Complete.
22.	Prior to the approval of the Final Map, Subdivider shall provide a copy of the corporate resolution indicating authorized signatures on behalf of the corporation.	Comment: Subdivider will provide incumbency certificates for the developer owners executing the map, i.e., Treasure Island Series 2, LLC and Treasure Island Series 3, LLC. Status: Project will comply.
23.	The Public Improvement Agreement shall provide that existing access and utility easements in proposed right of way areas that are included as part of the required infrastructure improvements for the applicable phase shall be terminated, quitclaimed, vacated or relinquished, in whole or in part, in accordance with the terms of such easements upon: the provision of alternative facilities; the determination that such utility or access rights are no longer required; or the City's acceptance of dedicated public streets and associated utility facilities. The City shall not be obligated to accept any such right of way area unless and until any easements, that could interfere or conflict with such facilities have been addressed to the City's satisfaction.	Comment: There are no existing access or utility easements within the proposed right-of-ways. Status: Complete.
24.	Prior to the Final Map approval, Subdivider shall provide the City with copies of all certified letters sent and responses obtained pursuant to Government Code Section 66436. Provide a written statement indicating any responses not received.	Comment: Subdivider provided a copy of certified letters sent to AT&T and PG&E pursuant to Government Code Section 66436 along with AT&T's response. Status: Complete
25.	Prior to approval of Improvement Plans for the Final Map and all subsequent Improvement Plans, provide Preliminary Title Reports and associated legal documents for all applicable off-site lands that are part of future proposed right of	Comment: Subdivider provided an updated title report as part of the Final

Condition No.	Condition	Comment
	way or easement dedications associated with the subject sites and for offsite lands that shall be improved as an interim or ultimate stage as part of the subject application. To the extent easement or access rights are acquired from a Third Party, the City shall be granted the same easement or access rights. Provide a Plat Map or supplemental exhibits showing the limits and nature of underlying title rights (including known or of record leasehold interests) and easement rights or applicable restrictions that have not been shown associated with said off-site lands.	Map Checkprint package covering the areas described in the condition. Status: Complete
26.	At the time of Final Map submittal, all public improvements required as part of the subdivision within new or existing street right-of-way purposes shall be offered to TIDA and/or the City for dedication on the face of the map. In addition, each recordable irrevocable Offers of Dedication listed below shall accompany each Final Map submittal, each accompanied by a grant deed for the subject property. At option of the offeree, each Offer of Dedication document may be recorded with the filing of the Final Map but not accepted by the offeree until its board dedicates and designates the right-of-way as open public streets	Comment: Subdivider will offer all public improvements on the face of the map as well as by instrument. Public rights of way will be established using the procedure described in the 2017 Streets Memorandum of Agreement. Status: Project will comply.
27.	One Offer of title for dedication to public use and as appropriate as a public right of way, from Subdivider to City for the public improvements that are required as part of the subdivision and that are designated to be owned by the City under the PIA encompassing those improvements and the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island between TIDA and the City dated April 26, 2017 ("the Infrastructure MOA").	Comment: See response to BSM Condition No. 26. Status: Project will comply.
28.	One Offer of title for dedication to public use from Subdivider to TIDA for the public improvements that are required as part of the subdivision and that are designated to be owned by TIDA under the PIA encompassing those improvements and the Infrastructure MOA.	Comment: See response to BSM Condition No. 26. Status: Project will comply.
29.	One Offer of fee title for dedication to public use and as appropriate as a public right of way from Subdivider to TIDA for the fee interest in real property owned by	Comment: See response to BSM Condition No. 26.

Condition No.	Condition	Comment
	Subdivider and required for new or existing right-of-ways or Open Space lots or otherwise designated for TIDA ownership under the PIA encompassing that real property.	Status: Project will comply.
30.	Prior to the recordation of the Final Map or as otherwise provided for in the PIA, Subdivider shall, as applicable, quitclaim or otherwise release any easements, leases, or rights the City deems appropriate in order to provide clear title on existing or future public parcels.	<p>Comment: Subdivider is not dedicating any property in fee to the City, only improvements (by separate instrument and on the face of the map) and easements.</p> <p>Status: Project will comply</p>
31.	Subject to any exceptions approved by the Public Works Director, the City shall not accept maintenance or liability responsibility for any public improvement to be dedicated to the City until the Board of Supervisors accepts such improvements for City maintenance and liability purposes as part of a complete street. If the Subdivider determines that they will or might want to request that the City assume maintenance and/or liability of a complete street or other public improvement to be dedicated but prior to Board of Supervisors action, then the City, including all affected departments, in its and their sole discretion, may enter into a license agreement with the Subdivider that it is necessary for the City to operate or maintain the improvement(s). The City shall approve the terms of a draft license agreement for this purpose no later than the Subdivider's submission of the Final Map Checkprint and the draft license shall be included as an Exhibit to the Public Improvement Agreement and be treated as an exception under the Subdivision Regulations. The license agreement shall address all costs related to operation, maintenance, and liability for each public improvement subject to the license agreement in addition to any other conditions that the City deems appropriate. Subject to any exceptions approved by Public Works (including those described in Public Works Order Nos. 187454 and 187455), Subdivider shall not request inspection for purposes of issuing a Notice of Completion (NOC) for the improvements subject to the license, until all improvements that comprise a complete street are ready for inspection. For purposes of clarification, the fact that improvements are subject to a license shall not render them ineligible for	<p>Comment: The PIA includes a proposed form of license agreement to address this condition.</p> <p>Status: Project will comply.</p>

Condition No.	Condition	Comment
	inspection or issuance of NOC. The operation and maintenance by the City under the license shall not change, impact, or otherwise modify Subdivider's warranty of the improvements which shall begin at the issuance of the NOC for the complete street, or the City's discretion to acceptance the improvements. If the Subdivider fails to request a license agreement and obtain City approval of a form of such agreement prior to Subdivider's submission of the Final Map Checkprint, then, in no case, shall the City consider or approve a subsequent request from the Subdivider for a license agreement; provided, however, that the Director of Public Works, in consultation with each affected City department, may grant an exception to this prohibition subject to any additional conditions that the City deems appropriate at the time of the Subdivider's request.	
32.	Subdivider shall provide electronic files (pdf or dwg) of an A-17 map at the time that the Final Map is approved or at the issuance of the street improvement plans, whichever is first. The size of each sheet shall be 18 by 26 inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one inch. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. Said map shall minimally show street names, percent street grade, elevations at the middle of intersections and where any grade breaks occur, right-of-way width, sidewalk widths, and the length of the street segments.	<p>Comment: Subdivider will provide A-17 maps at the time of NOC for a given street segment. This will be a requirement in the PIA's checklist exhibit for NOC issuance.</p> <p>Status: Project will comply.</p>
33.	A "Lot Information Table" shall be on each Final Map and include the following information: Lot Number, Area, Assessor's Parcel Number (APN), Use, and Public Trust Status and the number of Condominium Units designated separately as Residential, Commercial, and Parking along with the reserved APN Ranges.	<p>Comment: The Final Map includes the required Lot Information Table. Subdivider will include APNs on the Mylar after the City provides the APNs.</p> <p>Status: Complete.</p>
34.	Subdivider shall provide for legal access to a public right of way for all lots and graphically depict such rights of access on all Final Maps.	<p>Comment: All proposed lots include public right of way access.</p> <p>Status: Complete.</p>

Condition No.	Condition	Comment
35.	All Easements for Outfall shall be described and depicted to the Meander Line at Mean Lower Low Water.	Comment: The easements are depicted on the Final Map as required by the condition. Status: Complete.
36.	All Final Maps shall show both Mean High Water and the Meander Line at Mean Lower Low Water.	Comment: The Final Map shows mean high-water line. Status: Complete.
37.	Shared Public Ways shall be shown as Public Rights-of-Way on all Final Maps. Subdivider and City shall enter in an Operation and Maintenance Agreement (O&M) for the Shared Public Ways, including Storm Drain and Catch Basins within 30 days of the approval of the Tentative Map. This O&M is a condition of the SIP permit.	Comment: There are no shared public ways within the subdivision. Status: Complete.
38.	Final Maps shall maintain the horizontal datum as the "North American Datum of 1983: NAD83 (2011) 2010.00 Epoch" 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). The CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. (Book EE Records of Surveys Page 147-157 SFCR).	Comment: The Final Map reflects the required datum. Status: Complete.
39.	CAD Polygons of all associated parcels shall be provided along with each Mylar submittal.	Comment: Subdivider will provide the required CAD polygons at the time of Mylar map submittal. Status Complied
40.	Public Works does not approve Note No. 4 on Page No. 3 of the Tentative Map.	Comment: Noted.

Condition No.	Condition	Comment
		Status: No further action required.
41.	<p>Subdivider submitted a complete Street Improvement Permit Plan set entitled Treasure Island Sub-Phase 1A, 1D, 1F, 1G, 1H & 1I Improvement Plans” on May 31, 2019 covering all proposed public improvements to serve the entirety of the subdivision shown on the Tentative Map, including the areas known as Treasure Island Stages 2 and 3 (these Street Improvement Plans are referred to hereafter as the “Combined Stage 2/3 Permit Plans” with “Stage 2” and “Stage 3,” as shown on Exhibit T). The Combined Stage 2/3 Permit Plans encompass public improvements to serve the development within the entire Tentative Map boundary, including integrated infrastructure systems that function across the Stage 2 and 3 areas. The Tentative Map authorizes Subdivider to file multiple phased final maps, to subdivide Stages 2 and 3 incrementally, such that integrated infrastructure systems may be built out incrementally on a phased basis. Because the Combined Stage 2/3 Permit Plans are complete, have been evaluated in their entirety, and address the entire Tentative Map area; Subdivider may pursue either of the following alternatives:</p>	<p>Comment: Subdivider is pursuing the second alternative as described in Condition No. 41(b). The PIA is for the Phased Final Map and reflects the staged Improvement Plans that correspond with the subdivision.</p> <p>Status: Project will comply.</p>
a.	<p>File a single final map that that covers the entire Tentative Map area. Under this alternative, City will issue a single Street Improvement Permit approving the Combined Stage 2/3 permit Plans. Subdivider will be required to execute a PIA securing the completion of all required public improvements, and to post security as required by the Subdivision Code.</p>	<p>Final Map 10347 covers the “Stage 2” area. A future Final Map will cover the additional “Stage 3” area for development.</p>
b.	<p>File multiple phased final maps covering portions of the Tentative Map area. Under this alternative, the City will issue a Street Improvement covering only those improvements within the phased final map area or which are necessary to serve the phased final map area, and Subdivider shall execute a PIA to secure completion of said improvements and post security required under the Subdivision Code. For subsequent phased final maps, the City will issue additional Street Improvement Permits based on the Combined Stage 2/3 Permit Plans and which encompass the improvements within or necessary to serve the development contemplated by the subject phased final map. The City will promptly review, and</p>	<p>This alternative is being pursued.</p>

Condition No.	Condition	Comment
	<p>in all cases will plan on, and endeavor to, issue the Street Improvement Permit within 60 days provided that Subdivider demonstrates the following to the Public Works Director: (1) there are no changes to the proposed public improvements within the subject phased final map area compared to the Combined Stage 2/3 Permit Plans dated as of February 8, 2022, and (2) there have been no changes to public improvements within any prior phase that affect the public improvements within the subject phased final map area, as shown in the Combined Stage 2/3 Permit Plans. Because the City's initial review of the Stage 2/3 Permit Plans was premised on the filing of a single final map encompassing the entirety of Stage 3, the filing of multiple final maps within the Stage 3 area may require additional review of the Stage 2/3 plans relative to the subdivision to ensure that modifications to the Stage 2/3 plans are not required. For any future phased final map, Subdivider shall be required to execute an amendment to the PIA and to post additional security to account for the public improvements described in the Street Improvement Permit corresponding with the phased final map. Notwithstanding any provision of this condition, the City reserves the right to review permit plans for consistency with applicable State and federal law and to require any necessary amendments.</p>	

EXHIBIT F

DOCUMENTS TO BE SUBMITTED CONCURRENT WITH REQUEST FOR NOTICE OF COMPLETION

1. Developer Request Letter for Notice of Completion (“NOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Final draft of Notice of Completion (to be recorded)
11. Survey Monuments
12. The Following Test Reports
 - a. Sewer testing and inspection data per the approved SIP and contemporaneous Public Works Engineering Standard Specifications [SFPUC-WWE Condition No. 9]
 - b. Joint Trench Conduits mandrel test
13. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
14. Confirmation of Approval of all Change Orders / Instructional Bulletins
15. Confirmation from City that Spare Parts have been provided (as applicable)
16. Operation and Maintenance Manuals
17. Post-Construction Video Inspection of Sewers consistent with Exhibit L (applies to first NOC request) [SFPUC-WWE Condition No. 18]
18. Documentation of Satisfaction of Final EIR Mitigation Measure M-NO-6 (applies to NOC requests including pump stations) [SFPUC-WWE Condition No. 22]
19. Electronic files (pdf or dwg) of an A-17 map, in 18’ x 26’ format, for any street segment subject to NOC. [Public Works: BSM - Subdivision and Mapping Condition No. 32]
20. Amended Offers of Dedication and Improvements, if anything has changed
21. Executed Easements including legal descriptions and plats corresponding with as-built construction surveys

EXHIBIT G

DOCUMENTS TO BE SUBMITTED CONCURRENT WITH REQUEST FOR ACCEPTANCE

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Modified Easements (as applicable)
10. Annexation Application of Separate Master Encroachment Permit Application for
Privately Maintained Public Infrastructure
11. A-17 and Q - Grade and Boundary Maps
12. Recorded Notice of Completion

EXHIBIT H

FORM OF MULTIPLE-OBLIGEE RIDER

MULTIPLE OBLIGEE RIDER

(Attached to and forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: [**insert bond number**] (hereinafter individually referred to as "Adequate Security Bond") issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the ____ day of _____, 20__.

WHEREAS, on or about the 28th day of **June, 2011**, Treasure Island Series 1, LLC a Delaware limited liability company (hereinafter called the "Principal"), entered into a written agreement with **Treasure Island Development Authority** (hereinafter called the "Primary Obligee") for: **DISPOSITION AND DEVELOPMENT AGREEMENT (Treasure Island/Yerba Buena Island)** (hereinafter called the "Contract"); and

WHEREAS, Principal is required by the Contract to provide Bonds and Primary Obligee has requested that **City and County of San Francisco** be named as Additional Obligee under the Bonds; and

WHEREAS, Principal and Surety have agreed to execute and deliver this Rider in conjunction with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City and County of San Francisco** shall be added to the Bonds as named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

The aggregate liability of the Surety under the Adequate Security Bond, to any or all of the obligees (Primary and Additional Obligee), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/ or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees.

The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Adequate Security

Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this ____ day of _____, 202_.

Treasure Island Series 2, LLC a Delaware limited liability company

(Principal)

By: _____

Treasure Island Development Authority

(Primary Obligee)

By: _____

Robert Beck

Treasure Island Director

[Insert name of surety]

SURETY

By: _____

EXHIBIT I-1
PERFORMANCE BONDS

EXHIBIT I-2

LABOR AND MATERIALS BOND

(Labor and Materials Bond - Required Infrastructure)

EXHIBIT I-3
MONUMENT BOND

EXHIBIT J

OWNERSHIP & MAINTENANCE MATRIX

EXHIBIT K

SEWERS SUBJECT TO VIDEO INSPECTION AND VIDEO INSPECTION REQUIREMENTS

Subdivider shall conduct post-construction video inspections of sewers installed by Treasure Island Series 1, LLC, within the following streets if such sewers have been Accepted by the Board of Supervisors prior to Subdivider's first request for a Notice of Completion within the Map No. 10347 area. The post-construction video inspections will be compared to the video inspections required by SFPUC prior to the City's acceptance of the same sewers.

Sewers within the following street segment (adjacent to the Map No. 10347 boundary and associated phase construction) are subject to inspection: Seven Seas Avenue between Trade Winds Avenue and Clipper Cove Avenue.

The post-construction video inspections shall conform to the video inspection standards in the following document titled "SFPUC Video Survey Requirements for Sewer Assets."

EXHIBIT L

SURCHARGING AND CONSTRUCTION PROTECTION PLAN

(Avenue C Utility Monitoring Plan dated September 7, 2021 (Revision Date December 23, 2021) and related Task Force approval letter dated May 12, 2022, on file with Public Works)

EXHIBIT M

FORM OF UTILITY LICENSE

(Form of Utility License)

AGREEMENT

(License for SFPUC Use of [*Describe Facilities*] Pending City Acceptance)

This Agreement (License for SFPUC Use of [describe facilities] Pending City Acceptance) (“**Agreement**”) is made by and between Treasure Island Series 2, LLC, a Delaware limited liability company (“**TIS2**”), and the City and County of San Francisco, a municipal corporation, acting by and through its Public Utilities Commission (“**City**”) (collectively the “**Parties**” and each, individually, a “**Party**”), and is dated as of _____, 202_ (the “**Execution Date**”), with reference to the following facts:

A. TIS2 constructed [*describe improvements*] (the “**License Area Improvements**”) pursuant to Public Works Street Improvement Permit No. [_____] and as described in detail in Exhibit A. The License Area Improvements are located on land owned in fee by the Treasure Island Development Authority (“**TIDA**”) (the “**License Area**”). [*This form presumes use of utility improvements within future streets. Terms to be added as necessary and to TIDA and City’s satisfaction regarding access to TIDA property as applicable.*].

B. TIS2 has offered the License Area Improvements to the City for acceptance and public dedication (“**Acceptance**”) consistent with the requirements of Treasure Island / Yerba Buena Island Subdivision Code (“**Subdivision Code**”) Section 1751.2 and the Public Improvement Agreement – Final Map No. 10347, by and between City, TIDA and TIS2, dated _____, 2025, recorded _____ 2025, as Document Number _____ of the Official Records of the City and County of San Francisco (“**PIA**”), as it may be amended from time to time.

C. The License Area Improvements have been determined to be complete and ready for their intended use by the City’s Director of the Department of Public Works (“**Director**”) and the Director has issued a Notice of Completion for the License Area Improvements.

D. SFPUC’s operation of the License Area Improvements prior to Acceptance pursuant to the terms of this Agreement will accommodate [*include description of intended use of the License Area Improvements, including, e.g., operation of related facilities, or to facilitate opening of open space or issuance of certificates of occupancy.*]

E. This Agreement addresses the temporary use of the License Area Improvements and does not grant any rights with respect to improvements other than the License Area Improvements.

F. Unless otherwise defined in this Agreement, all initially capitalized terms used in this Agreement shall have the meanings given them in the PIA, and if not in the PIA, the Subdivision Code.

G. All terms, obligations and responsibilities set forth herein shall commence as of the “**Execution Date.**”

NOW, THEREFORE, for valuable consideration, the receipt of which each of the Parties hereto does hereby acknowledge, the Parties hereto do hereby agree as follows:

1. Grant of Temporary License.

(a) Subject to the provisions of this Agreement, TIS2 hereby grants to City an exclusive temporary license for the use of the License Area Improvements for use by City and its officers, employees, agents, contractors, subcontractors (collectively, “**City Parties**”), for [insert purpose of use of utilities, e.g., to provide power, collect and convey stormwater, receive wastewater] (“**Temporary Facilities License**”) for the term specified in Section 4 below.

(b) *[Terms pertaining to access to TIDA property to be included if applicable, and subject to review by TIDA and City.]*

2. Limitation on Use. City agrees that use of the License Area Improvements shall not unreasonably impede TIS2 from fulfilling any of its obligations relating to facilitating City Acceptance of the License Area Improvements, including any required inspections, testing or correction of punch-list items, or addressing any warranty requirements.

3. Operation of License Area Improvements. TIS2 shall not unreasonably restrict or condition City’s use of the License Area Improvements.

4. Term of License; Satisfaction of Condition Precedent. The term of the Temporary Facilities License shall commence as of the Execution Date. The Temporary Facilities License shall continue until City’s Acceptance (by action of the Board of Supervisors) of the License Area Improvements.

5. Existing Obligations. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve TIS2 of any of its respective responsibilities with regard to the physical condition of the License Area Improvements (including without limitation, responsibilities with regard to environmental investigation and remediation) set forth in any document, instrument or agreement by and between TIS2, TIDA and the City (including, without limitation, the Amended and Restated Disposition and Development Agreement (Treasure Island/Yerba Buena Island), dated as of August 1, 2024, and recorded in the Official Records on September 11, 2024, as Document No. 2024-K2024070297 (the “**DDA**”) or TIS2’s warranty obligations pursuant to the PIA.

6. City’s Assumption of Maintenance and Liability. As of the Effective Date, City will assume responsibility for maintenance and liability of the License Area Improvements for all purposes. The Parties hereto agree that pursuant to this Agreement, City is assuming responsibility for the maintenance and operation of the License Area Improvements only;

provided, however, that City's performance of any maintenance or operations shall not modify TIS2's warranty obligations as to the License Area Improvements under the PIA.

7. Indemnification.

(a) City Indemnification of TIS2. City shall indemnify, defend and hold TIS2 and its officers, directors, members, employees, agents, successors and assigns, (hereinafter collectively called "**Indemnified Parties**") harmless from all third party liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys' fees) (collectively, "**Indemnified Claims**"), resulting from injury to or death of any person (including, without limitation, any Indemnified Party) or physical damage to property, real or personal, of any kind wherever located and by whomever owned (including, without limitation, property owned by an Indemnified Party), which injury, death or physical damage arises out of or is connected with any City Party's use of the License Area Improvements, except to the extent that such Indemnified Claims are caused by the acts or omissions of any Indemnified Party or by TIS2's design or construction defects. Nothing in the foregoing will limit TIS2's indemnities set forth in the PIA or the DDA. Any Indemnified Claim shall be limited to the actual costs incurred by the Indemnified Parties with respect to the Indemnified Claim (including litigation expenses), and shall not include any damages or lost profits

(b) Notice. TIS2 agrees to give prompt notice to City with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, as applicable, at the address for notices to City set forth herein, and in no event later than the earlier of (i) fifteen (15) business days after valid service of process as to any suit, or (ii) twenty (20) business days after receiving written notification of the filing of such suit or the assertion of a claim, which TIS2, as applicable, has reason to believe is likely to give rise to an Indemnified Claim hereunder. If notice is not given to City within the time frames required in this Section, then City's liability hereunder shall terminate as to the matter for which such notice is not given, provided that failure to notify City shall not affect the rights of TIS2 or the obligations of City hereunder unless City is prejudiced by such failure, and then only to the extent of such prejudice. City shall, at its option but subject to the reasonable consent and approval of TIS2, as applicable, be entitled to control the defense, compromise or settlement of any such matter through counsel of City's own choice; provided, however, that in all cases TIS2 shall be entitled to participate in such defense, compromise, or settlement at its own expense.

8. Time. Time is of the essence of this Agreement and each and every part hereof.

9. Amendment. This Agreement may be amended or otherwise modified only in writing signed by TIS2 and City or the successors and assigns of each. *[Add reference to TIDA if applicable]*

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

12. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

13. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

TIS2: Treasure Island Community Development, LLC
 c/o: Treasure Island Development Group, LLC
 615 Battery Street, Floor 6
 San Francisco, California 94111
 Attn: Charles Shin

With a copy to: Perkins Coie LLP
 Attn: Garrett Colli
 505 Howard Street, Suite 1000
 San Francisco, California 94105

City: Deputy General Manager
 San Francisco Public Utilities Commission
 525 Golden Gate Avenue
 San Francisco, CA 94102

With copies to: City Attorney, City of San Francisco
 1390 Market Street, 4th Floor
 San Francisco, CA 94102
 Attn: SFPUC Team

And to: Carla Short, Director
 Public Works
 City and County of San Francisco
 49 South Van Ness Avenue, Suite 1600
 San Francisco, California 94103

[Add TIDA notice information if applicable]

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the

date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise specifically provided in Section 15 below).

15. Representations and Warranties. This Agreement is subject to the following representations and warranties:

(a) Good Standing. TIS2 warrants that it is a limited liability company validly existing and in good standing under the laws of the State of California.

(b) Authority. Each party represents and warrants to the other parties hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that the Agreement has been duly authorized by all necessary action, and that no other action is necessary to authorize the execution, delivery or performance of this Agreement.

16. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of TIS2 and the City and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person; and this Agreement shall not be deemed to have conferred any rights upon any person except TIS2 and the City. *[Add reference to TIDA if applicable]* Nothing herein shall be deemed a dedication of any portion of the License Area Improvements to or for the benefit of the general public. The Temporary Facilities License granted is in gross and for the personal benefit solely of City.

17. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

18. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitutes the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Temporary Facilities License that are the subject matter of this Agreement. This Agreement shall control in the event of any inconsistency between this Agreement and any other agreement in connection with performance of the Temporary Facilities License and the rights and obligations of the parties with respect thereto.

19. Compliance With Laws/Agreements. City, and City's agents, contractors, licensees or invitees, at its and their expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, City itself) having jurisdiction over the License Area Improvements, now in force or hereafter adopted, with respect to the use by City Parties of the License Area Improvements under the

authority of the Temporary Facilities License. Nothing herein shall be construed in any way to alter, amend, or otherwise relieve TIS2 or City of any of their respective responsibilities with regard to completion and acceptance and acquisition of the License Area Improvements set forth in any other document, instrument or agreement (including, without limitation, the DDA).

20. Default. A Party's failure to perform any covenant or obligation under this Agreement and to cure such non-performance within thirty (30) days of written notice by the other Party, as applicable, shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the offending Party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-offending Party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law.

21. Insurance: Waiver of Subrogation.

(a) Self-Insurance. It is acknowledged by the parties hereto that this Agreement does not require City to carry liability insurance with respect to its use of the License Area Improvements solely because it is the policy of City to self-insure as to the matters covered by such insurance. City hereby agrees that if to any extent said policy changes so that City does use liability insurance, it will reasonably negotiate with TIS2 to provide liability insurance coverage for the use of said License Area Improvements to the extent such new policy allows and in such event the terms and provisions of Section 20(b) shall also be applicable.

(b) Waiver. The terms and provisions of this Section 20(b) shall be inoperative unless and until City's policy of self-insurance changes and City is procuring liability insurance covering its use of the Temporary Facilities License granted herein. If City does obtain liability insurance, each party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such party, on behalf of its insurer, hereby releases and waives any right to recover against the other party from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this Section 20(b) are intended to restrict each party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other party, any rights and/or claims that might give rise to a right subrogation in any such insurance carrier.

22. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

23. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San

Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. TIS2 acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

24. Survival. All representations, warranties, waivers, indemnities and maintenance obligations given or made hereunder shall survive termination of this Agreement.

25. No Easement By Implication; Prevention of Prescriptive Rights. Neither the execution and delivery of this Agreement nor the granting of the Temporary Facilities License shall be deemed to grant or establish any easement by implication or prescription.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on _____, 202_.

SUBDIVIDER:

TREASURE ISLAND SERIES 2, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Print Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Dennis J. Herrera
General Manager,
Public Utilities Commission

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____
Sunny Tsou
Deputy City Attorney

EXHIBIT A

Description of License Area Improvements

[Attached]

EXHIBIT N

DESIGNATED HAUL ROUTE

DESIGNATED HAUL ROUTE



EXHIBIT O

NOTICE OF TERMINATION

RECORDING REQUESTED BY:

Elias W. French, PLS
City and County Surveyor
San Francisco Public Works
49 S. Van Ness Avenue, Suite 900
San Francisco, CA 94103

WHEN RECORDED MAIL TO:

Property Owner
Street
City, State, Zip
Attention: Property Owner/person requesting

Space Above This Line for
Recorder's Use

**NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)**

Insert Date

Exhibit O

NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)

Notice is hereby given that the Public Improvement Agreement dated _____ and recorded _____ (Document No. _____, Receipt No. _____, Reel _____ Image _____) is hereby TERMINATED and RELEASED as it pertains to the real property situated on Assessor's Block _____ Lot _____ commonly known as [insert street address] (AKA _____) between _____ Street and _____ Street in the City and County of San Francisco (the "City"), State of California, and more fully described in Exhibit "A" to this Notice of Termination and Release (hereinafter referred to as the "Property").

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein is subject to certain public improvement and maintenance obligations relating to Final Map No. 10347, recorded _____ in the Official Records of the City, as Document No. _____. Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of the Department of Public Works based on _____. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

Dated: _____ in San Francisco, California

OWNER

By: _____ By: _____

[Note owner's signatures need to be notarized.]

APPROVED

Department of Public Works [or other affected Department]

By: _____
Director

APPROVED AS TO FORM
DAVID CHIU, City Attorney

By: _____
John D. Malamut
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

Beginning at a point

Assessor's Lot ____; Block _____