

**RESIDENTIAL SUBDIVISION AGREEMENT FOR TRENCH
ONLY**

(Rule 15 – $\frac{3}{4}$ Difference Rule Not Applicable)

BETWEEN

TREASURE ISLAND SERIES 1, LLC

and

PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA

RE:

**TREASURE ISLAND PHASE 1 AND YERBA
BUENA ISLAND**

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THIS AGREEMENT (“Agreement”) is between Treasure Island Series 1, LLC, a Delaware Limited Liability corporation (“Applicant”), and PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T California (“AT&T”), collectively the (“Parties”).

I. DEFINITIONS.

As used in this Agreement, the following terms apply:

- A. The term “Tariff” refers to Schedule Cal. P.U.C. No. A2.
- B. The term “USS” refers to underground supporting structure, which includes, but is not limited to, conduit, inner duct, manholes, service boxes and related equipment.
- C. The terms “Trench and Trenching” include, but are not limited to, excavating, backfilling, compacting, and as necessary, breaking and replacing pavement, sidewalks, driveways, curbs and gutters; and restoring all other surface features, disturbed by underground construction, including landscaping, plus the cost of performing such work.
- D. The term “Hazardous Substance” refers to any substances, materials and chemicals that are or become regulated under applicable local, state, or federal law, regulation, or ordinance.
- E. The term “Subdivision” refers to improved or unimproved land under a definite plan of development with the property subdivided into individual lots that are identified by filed and approved subdivision plans, where it can be shown that there are reasonable prospects within the next three years for five or more permanent telephone line terminations, at a density of at least one line per acre.
- F. The term “CPUC” refers to the California Public Utilities Commission.

II. RECITALS.

- A. Applicant is constructing a residential Subdivision at Treasure Island and Yerba Buena Island, in San Francisco, California known as the Treasure Island and Yerba Buena Island Development Project (the “Project”).
- B. Applicant has requested that AT&T provide telecommunication service to the Project. A copy of Applicant’s approved tract maps for Treasure Island (Map 9235) and Yerba Buena Island (Maps 9228 and 9856) are attached to this Agreement as Exhibit A.
- C. Applicant has agreed to construct the necessary Trenching required to extend AT&T’s existing communication facilities to and within the Project.

- D. AT&T is willing to accept Applicant's request subject to the terms and conditions of this Agreement.

In consideration of the above, the Parties agree as follows:

III. SPECIFIC PROVISIONS.

A. Tariff.

1. The construction of that portion of AT&T's facilities that is within the Project, including the portion that is two hundred feet (200') or less in length and adjacent to the boundary of the Project, shall be in accordance with Rule 15 of the Tariff.
2. Applicant shall complete the Trench and USS for service connection facilities on the property served in accordance with the provisions of Rule 16 of the Tariff.

B. Construction.

1. Applicant will be responsible for the Trenching to and within the Project and the costs thereof.
2. Plans and specifications for the Trenching shall be prepared in accordance with AT&T's drawings and specifications, which AT&T shall provide to Applicant within 60 days after execution of this Agreement.
APPLICANT SHALL NOT DEVIATE FROM AT&T'S TRENCH SPECIFICATIONS WITHOUT AT&T'S PRIOR WRITTEN CONSENT.
3. Trenching shall conform to the construction specifications of the City or County that has jurisdiction over the Project in accordance with AT&T's standards and practices.
4. Applicant shall obtain all permits necessary for excavation from the public agency(ies) that have jurisdiction over the Project.
5. Applicant will be responsible for supplying and placing at its cost the USS for service connection facilities on the property served and for street crossings. Applicant shall construct the USS in accordance with AT&T's specifications.
6. Upon completion of the Trench and the USS, AT&T shall, at its expense, place in the Trench all cables, wires and associated equipment ("Communications Facilities") for the provisioning of telecommunication service for the Project.

7. If, during the installation or construction of Communications Facilities, AT&T employees, subcontractors, or agents encounter Hazardous Substance(s) that may be disturbed by AT&T's activities:
 - a. AT&T shall give prompt verbal and written notice of the discovery of the Hazardous Substance(s) to Applicant;
 - b. AT&T shall suspend performance under this Agreement until containment and removal of the Hazardous Substance(s) has been completed, and approved by the appropriate governmental agency(ies), if such approval is required, or approved by AT&T, if governmental agency(ies) approval is not required or if Applicant reasonably demonstrates that the Hazardous Substance will not be disturbed by AT&T's activities;
 - c. AT&T's performance of its obligations under this Agreement is extended for the amount of time which it takes to complete containment/removal of the Hazardous Substance(s); and,
 - d. If Applicant elects not to remove/contain the Hazardous Substance(s), AT&T may terminate this Agreement, and without further liability, by giving advance notice to Applicant no later than ten (10) days after the date the Applicant notifies AT&T of its decision not to remove/contain the Hazardous Substance(s). In this case, Applicant agrees to reimburse AT&T for the costs incurred by AT&T for the placement of USS (where applicable), for cables and wiring on the Project, and for the wrecking associated with that placement up to the effective date of the termination. Upon such payment, Applicant shall become the owner of said USS, wireand cables.

C. Term.

This Agreement is effective upon execution and shall continue in effect until terminated or canceled as provided by law or this Agreement.

D. Inspection and Acceptance.

AT&T shall have the right to inspect and accept the Trench and the USS prior to placing any communication facilities therein. Applicant shall notify AT&T's Construction Coordinator on [insert phone number] forty-eight (48) hours in advance of the start of construction to coordinate the inspection activities.

E. Placement of Facilities.

AT&T and any other Trench occupant shall jointly determine the dates and sequence of construction of each of their respective facilities in the Trench. Pursuant to the notice requirement in Section IV.H, Applicant will be required to provide fifteen (15) working days advance notice prior to the start of Trenching so AT&T will have adequate time to order materials and coordinate the placement of its facilities.

F. Payment.

1. AT&T's share of the cost for the Trench required to extend AT&T's existing communication facilities to and within the project that is within the boundary of the subdivision property and that is 200' or less in length and adjacent to the boundary of the subdivision property is **\$1,375,584.94**, as reflected on Exhibit B hereto.
2. Within thirty (30) days of completion of the Trench by Applicant and acceptance by AT&T, Applicant shall submit to AT&T a bill for AT&T's share of the Trench. Applicant's bill for the joint Trench reimbursement shall include: a) the name and location of the Subdivision; b) the joint trench number; and c) AT&T's job number. Applicant shall submit with its bill a copy of the signed Completion and Acceptance Certificate that AT&T's Inspector gave to Applicant upon acceptance of the trenching. AT&T shall pay Applicant's bill within sixty (60) days of receiving it.

In the event Applicant fails to complete all work described herein, AT&T shall be obligated to compensate Applicant only for that portion of the work satisfactorily completed by Applicant, as determined by AT&T.

Bills shall be sent to:
AT&T California
Network Notifications
1587 Franklin Street
Oakland, CA 94612

3. In accordance with Rules 15 and 3.D of the Tariff, if a municipality requires Applicant to install a USS that will be deeded to AT&T, or if Applicant elects to do so, within thirty (30) days of execution of this Agreement by both parties, Applicant shall pay to AT&T the amount of zero / \$0.00. This amount represents a [n/a]% tax component for the Contribution in Aid of Construction based on the value of the USS that will be constructed by Applicant and deeded to AT&T.

Payments shall be sent to:
AT&T California
Network Notifications
1587 Franklin Street
Oakland, CA 94612

G. Cancellation, Modification or Deferment.

If Applicant cancels, modifies or defers its request for line extension and/or service connection facilities within the Subdivision, Applicant shall pay any charges incurred by AT&T, in accordance with the Tariff.

H. Indemnity; Limitation of Liability.

1. Applicant shall indemnify, defend at AT&T's request and at no cost or expense to AT&T, and hold harmless AT&T and its officers, agents and employees, as well as its associated and affiliated companies and their respective officers, agents, and employees ("Indemnitees"), from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection with the materials used or the work performed by Applicant under this Agreement or the condition of the Project's property, including environmental contamination, except where such Liabilities are caused by the sole negligence or willful misconduct of Indemnitees.
2. AT&T shall notify Applicant within a reasonable time of any written claim or demand against AT&T for which Applicant is responsible under this section. Applicant shall also (a) keep AT&T fully informed as to the progress of such defense, and (b) afford AT&T, at its own expense, an opportunity to participate with Applicant in the defense or settlement of such claims, demand, lawsuits or other legal proceedings.
3. AT&T shall indemnify, defend, and hold harmless Applicant, from and against any and all losses, damages, expenses, costs, penalties, fines, fees (including reasonable attorney's and consultant's fees), or liabilities (collectively "Liabilities"), incurred as a result of any injury to or death of any person(s) or damage to any property(ies) arising out of or in connection AT&T's installation of facilities in the USS, except where such Liabilities are caused by the negligence or willful misconduct of Applicant. Applicant shall notify AT&T within a reasonable time of any written claims or demand against Applicant for which AT&T is responsible under this section.
4. These indemnities shall survive the termination or cancellation of this Agreement or any provision to the contrary herein.
5. **IN NO EVENT WILL AT&T BE LIABLE TO APPLICANT FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS**

OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM OR DEFECT OF CABLE OR WIRING, REGARDLESS OF THE FORESEEABILITY THEREOF.

I. Insurance.

1. With respect to Applicant's performance under this Agreement, and in addition to Applicant's obligation to indemnify, Applicant shall at its sole cost and expense, maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
 - i. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and
 - ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;
2. Applicant shall also require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverages, requirements, and limits at least as broad as those listed in this section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - a. procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Applicant may procure insurance from the state fund of the state where work is to be performed; and
 - b. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Applicant shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Applicant shall deliver such certificates:

- i. prior to commencement of any work;
- ii. prior to expiration of any insurance policy required in this Section; and
- iii. for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

3. The Parties agree:

- a. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Applicant’s obligation to maintain the insurance required under this Agreement;
- b. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Applicant, nor be deemed as a limitation on Applicant’s liability to AT&T in this Agreement;
- c. Applicant may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

Applicant is responsible for any deductible or self-insured retention.

4. The insurance coverage required by this section includes:

- a. Workers’ Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:

\$500,000 for Bodily Injury – each accident

\$500,000 for Bodily Injury by disease – policy limits

\$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees.

In states where Workers' Compensation insurance is a monopolistic state-run system, Applicant shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.

- b. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:

\$2,000,000 General Aggregate limit;

\$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence;

\$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;

\$2,000,000 Products/Completed Operations Aggregate limit;

\$1,000,000 each occurrence limit for Products/Completed Operations;

\$1,000,000 Damage to Premises Rented to You (Fire Legal Liability).

The Commercial General Liability insurance policy must:

- i. include AT&T, its affiliates, and their directors, officers, and employees as Additional Insureds. Applicant shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;
- ii. include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees; and

- iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- c. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.
- d. Umbrella/Excess Liability insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

J. Warranty.

- 1. Applicant warrants that all work to be furnished by it under this Agreement:
 - a. shall conform in all respects to the requirements of this Agreement;
 - b. are adequate for the purposes for which they are intended;
 - c. are free from any defects in design, workmanship and title; and
 - d. are free of defects causing caving or sinking of the Trench, paving or other materials, for a period of two (2) years following acceptance of the Trench.
- 2. Applicant warrants that qualified personnel shall perform all work promptly and with diligence, to AT&T's reasonable satisfaction, and that work shall also be subject to all statutory and express or implied warranties. This warranty shall survive inspection, acceptance, termination and payment.
- 3. Except as disclosed to and acknowledged by AT&T in writing, Applicant is not aware of the presence of any Hazardous Substance at the locations on the Project where AT&T will be installing USS, cable and wiring and performing wrecking in association with such installations.

K. Title.

Upon the inspection and acceptance in writing of the Trench by AT&T, title to the associated communications facilities placed by or for AT&T shall vest in AT&T, provided the Trench is free of all liens and encumbrances.

L. Liens.

Applicant, its agents and contractors shall keep the Trench free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Applicant, its agents or contractors. In the event a lien is recorded against the Trench and it is not removed from the record within ten (10) days after notice is given by AT&T to Applicant to do so, AT&T shall have the right to pay and discharge the lien without regard to whether the lien shall be lawful, valid or correct. Applicant shall, within thirty (30) days after written notice from AT&T, reimburse AT&T for any such claim paid by it.

M. Licenses and Easements.

Prior to construction of the Project, Applicant shall furnish AT&T with any and all licenses and grants of easements that are necessary to accommodate the Project, at no cost to AT&T, for the construction and maintenance of AT&T's facilities.

N. Performance.

If Applicant should default in the performance of any work which it is obligated to perform under this Agreement within the time allowed for such work, AT&T may elect, by written notice to Applicant, to perform the work at Applicant's sole risk and expense; and Applicant shall pay to AT&T upon demand AT&T's actual costs for performing the work.

O. Damage to Facilities.

Applicant, its employees, agents and contractors shall exercise special precaution and care to avoid causing damage to AT&T's facilities in performing work under the Project. Applicant shall assume responsibility for any and all losses, costs or expenses arising out of, caused by, or in any way connected with such damages, including consequential damages. Applicant shall immediately report the occurrence of any such damage to AT&T. Applicant shall, on demand, reimburse AT&T for the entire expense incurred in replacing or repairing the damage.

P. Tax Liability.

Applicant agrees to pay and to hold AT&T harmless from and against, all penalties, interest, taxes or other charges that may be levied or assessed against Applicant, as required by law, rule, regulation, or the Tariff.

Q. Schedule of Work.

Applicant will be responsible for signing and returning this Agreement before AT&T begins detailed engineering of the Project. AT&T shall have its facilities installed contingent upon mutually acceptable schedules, timely obtaining of

permits, licenses and other documents, and not being delayed by those uncontrollable forces described in Section III.R below.

R. Force Majeure.

Neither party shall be held liable to the other for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, the presence of archeological or historical artifacts, or Hazardous Substances on, in, or near the Project, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of carriers.

S. Compliance With Laws.

Applicant shall comply with all applicable federal, state, county, and local statutes, laws, ordinances, regulations, and codes that are now in force or as may be amended in the future. Applicant further agrees to comply with all applicable Executive Orders and regulations, which are attached to this Agreement as Exhibit C. As used in Exhibit C, "Contractor" means Applicant.

T. Liability for Costs Arising from Municipal Requirements.

Per Rule 15.A of the Tariff, Applicant shall be responsible for all costs arising from any municipal requirement or any request from Applicant regarding a route or a type of construction that is not governed by the Tariff or that differs from that determined by AT&T and causes AT&T to deviate from its design standards. Such costs shall include, but not be limited to, increased costs for labor and materials, the costs to screen and maintain the screening for aboveground facilities, and the costs to place flush mounted boxes or conduit. AT&T shall send a bill to Applicant for all such costs it incurs, which Applicant shall pay within thirty (30) days of receipt.

IV. GENERAL PROVISIONS.

A. Assignment.

Applicant shall not wholly or partially assign this Agreement without the prior written consent of AT&T.

B. Binding Effect.

This Agreement shall be for the benefit of and is binding upon the respective successors and assigns of the parties.

C. Termination.

This Agreement automatically terminates upon completion of all Trenching work required by Applicant under this Agreement and acceptance of that work by AT&T. In the event of any material default or breach of this Agreement by Applicant, in addition to all other rights and remedies which AT&T may have at law or in equity, AT&T shall have the immediate right to terminate this Agreement by giving thirty (30) days prior written notice of termination. The notice shall specify the cause of termination and shall give Applicant a reasonable opportunity to cure and correct any such cause. In the event this Agreement is terminated or suspended as provided herein, AT&T shall not be liable to Applicant or any other person or entity for any losses, damages or claims that arise as a result of termination. Applicant shall pay to AT&T any costs or expenses incurred by AT&T prior to termination of this Agreement. Any termination of this Agreement in whole or in part shall not release Applicant from any liability or obligation under this Agreement, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination.

D. Attorneys' Fees.

If any action is brought to adjudicate the rights granted in this Agreement or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount to be determined by a court or a tribunal of competent jurisdiction.

E. Entire Agreement.

This Agreement and the attached Exhibits are incorporated herein and constitute the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations and understandings are superseded.

F. Independent Contractor.

Applicant, its agents, employees and contractors shall perform all work under this Agreement as independent contractors and not as affiliates, partners, joint ventures, agents, employees, servants or assigns of AT&T.

G. Jurisdiction.

This Agreement is subject to the applicable rules, regulations and tariffs on file with the CPUC and is also subject to changes or modifications as the CPUC may order.

H. Notices.

All notices or other communications hereunder are deemed given when sent to the respective person at the respective email address set forth below or when made in writing and either: delivered in person, delivered to an agent, such as an overnight or similar delivery service, or deposited in the United States mail, postage prepaid and addressed as follows:

APPLICANT
Treasure Island Series 1, LLC
c/o Treasure Island Development
Group
Pier 1 The Embarcadero Bay 2
San Francisco, CA 94111
Attn: Charles Shin
Email: charles.shin@tidgsf.com

AT&T California
Network Notifications
1587 Franklin Street
Oakland, CA 94612
Email: PBnetworknotices@att.com

I. Waiver and Amendment.

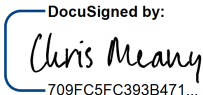
The provisions of this Agreement shall not be waived, altered, or amended by any representations or promises of any party unless consented to in writing by both parties.

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be one agreement. A signature received electronically via e-mail or via facsimile shall be as legally binding for all purposes as an original signature.

The duly authorized representatives of Applicant and AT&T have executed this Agreement by affixing their signatures on the dates indicated below.

TREASURE ISLAND SERIES 1, LLC,
A DELAWARE LIMITED LIABILITY
CORPORATION

PACIFIC BELL TELEPHONE COMPANY,
A CALIFORNIA CORPORATION

By:  _____
Printed Name: Christopher Meany
Title: Vice President
Date Signed: 12/21/2021

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

All notices or other communications hereunder are deemed given when sent to the respective person at the respective email address set forth below or when made in writing and either: delivered in person, delivered to an agent, such as an overnight or similar delivery service, or deposited in the United States mail, postage prepaid and addressed as follows:

APPLICANT

Treasure Island Series 1, LLC
c/o Treasure Island Development
Group
Pier 1 The Embarcadero Bay 2
San Francisco, CA 94111
Attn: Charles Shin
Email: charles.shin@tidgsf.com

AT&T California

Network Notifications
1587 Franklin Street
Oakland, CA 94612
Email: PBnetworknotices@att.com

I. Waiver and Amendment.

The provisions of this Agreement shall not be waived, altered, or amended by any representations or promises of any party unless consented to in writing by both parties.

J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be one agreement. A signature received electronically via e-mail or via facsimile shall be as legally binding for all purposes as an original signature.

The duly authorized representatives of Applicant and AT&T have executed this Agreement by affixing their signatures on the dates indicated below.

TREASURE ISLAND SERIES 1, LLC,
A DELAWARE LIMITED LIABILITY
CORPORATION

PACIFIC BELL TELEPHONE COMPANY,
A CALIFORNIA CORPORATION

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: Shannon Settle

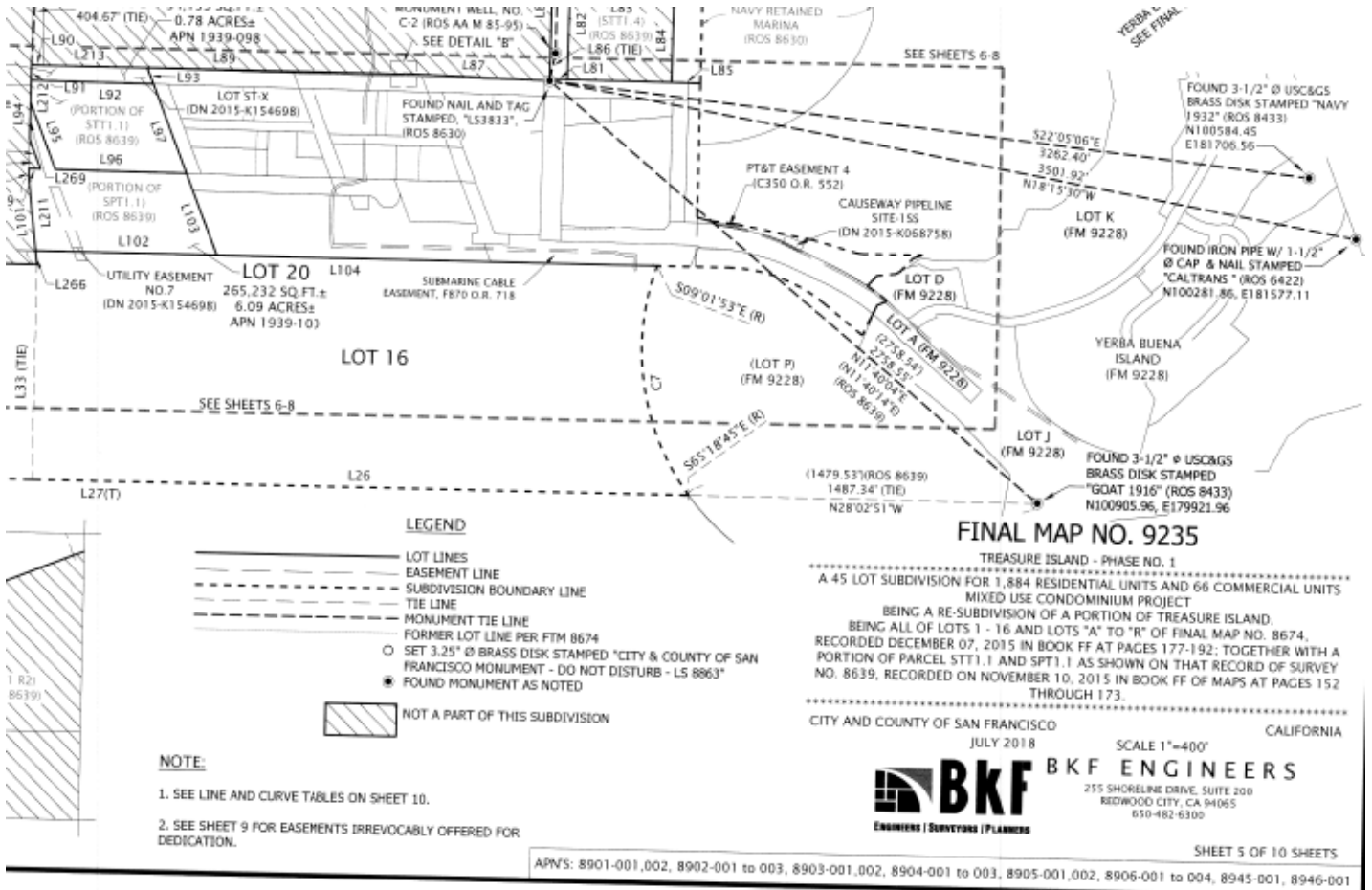
Printed Name: Shannon Settle

Title: AVP, Access, Engineering & Construction

Date Signed: 12/17/21

Exhibit A

Applicant's Approved Tract Map



Treasure Island, Final Map 9235

LEGEND

- PROPOSED LOTS
- TENTATIVE MAP BOUNDARY
- LOT X**
- OPEN SPACE LOTS
- LOT #**
- LOT NUMBER
- YERBA BUENA ISLAND DEVELOPMENT PARCEL
- NON-TRUST LANDS
- PUBLIC TRUST LANDS

- NOTES**
1. SEE SHEET 10-3 FOR NOTES.
 2. SEE SHEET 10-3 FOR EXTERIOR BOUNDARY INFORMATION.
 3. SEE SHEET 10-3 FOR BEARING, DISTANCES, AND CURVES INFORMATION.
 4. REFERENCING PARCEL NUMBERS TO BE DETERMINED WITH THE FINAL MAP.
 5. SEE SHEET 10-4 AND 10-7 FOR EXISTING AND PROPOSED EASEMENT INFORMATION.

TABLE 10-4H
YERBA BUENA ISLAND PROPOSED LOTS

LOT NUMBER	AREA	DISTRICT	INTERNAL BLOCK #	ACRES	HOUSING	LAND USE	RESIDENTIAL UNITS PER BLOCK #	ENVIRONMENTAL OVERLAY	CONFORMANCE
LOT 1	SEE NOTE 4	HILLSIDE AREA	11.1	2.66	RESIDENTIAL	30	0		
LOT 2	SEE NOTE 4	HILLSIDE AREA	11.2	3.30	RESIDENTIAL	75	0		
LOT 3	SEE NOTE 4	HILLSIDE AREA	11.3	1.41	RESIDENTIAL	12	0		
LOT 4	SEE NOTE 4	HILLSIDE AREA	11.4	3.88	RESIDENTIAL	53	0		
LOT 5	SEE NOTE 4	HILLSIDE AREA	11.5	1.70	RESIDENTIAL	124	0		
LOT 6	SEE NOTE 4	HILLSIDE AREA	11.6	0.67	RESIDENTIAL	N/A	N/A		
LOT 7	SEE NOTE 4	HILLSIDE AREA	11.7	0.67	RESIDENTIAL	N/A	N/A		
LOT A	SEE NOTE 4	HILLSIDE AREA	N/A	27.88	OPEN SPACE	N/A	N/A		
LOT B	SEE NOTE 4	HILLSIDE AREA	N/A	3.22	HILLSIDE PARK	N/A	N/A		
LOT C	SEE NOTE 4	HILLSIDE AREA	N/A	1.52	OPEN SPACE	N/A	N/A		

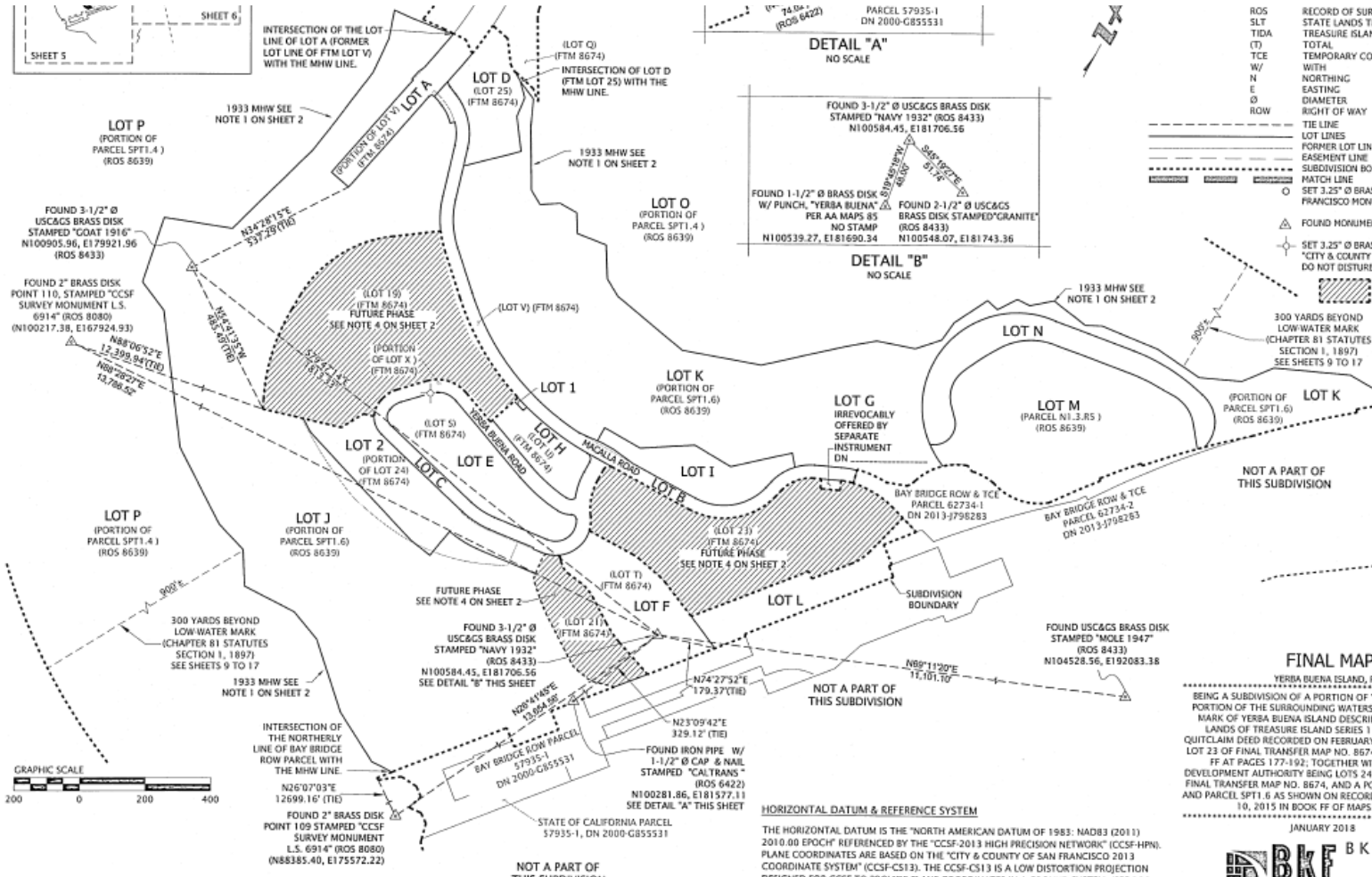
SEE NOTE 3 AND 4 ON SHEET 10-3
SEE NOTE 10 ON SHEET 10-3



BKF
BUREAU OF KENNEDY & FRENCH
REGISTERED PROFESSIONAL ENGINEERS
CALIFORNIA
CITY OF SAN FRANCISCO
COUNTY OF SAN FRANCISCO

**TENTATIVE SUBDIVISION MAP
YERBA BUENA ISLAND
YERBA BUENA ISLAND PROPOSED LOT LAYOUT**

Yerba Buena Island Map NO. 9856



Yerba Buena Island Map NO. 9228

Exhibit B

AT&T's Calculation of Its Share of Costs for the Trench

NBC&E

EXHIBIT B
AT&T California's Cost Estimate

Two Transaction Version
Residential Subdivision

DATE: **November 17, 2021**

TRACT #:	
TRACT NAME:	YERBA BUENA & TREASURE ISLAND JOINT TRENCH
TRACT CITY:	
AT&T JOB NUMBER:	A021FTQ

Reimbursed items are not subject to CIAC. Reimbursement for the trench, up to the property line is standard. 2" conduit for drop wire to the property line is no longer reimbursed (eff. 12/15/03). Other items are reimbursed only if requested by AT&T. Refer to CPUC Tariff A2, Rule 3.

CIAC does not apply to items on this page. See page 2 for non-reimbursed items

QUANTITY	REIMBURSED ITEMS DESCRIPTION	TRENCH USE	PRICE PER ITEM	SUBTOTAL
	AT&T share of the Trenching Cost (Provided by Treasure Island Development Group)	Fiber Cable in Conduit		\$1,036,697.94
44	AT&T Labor Cost for Excavation/Installation/Paving to install sidewalk vaults		\$1,523.00	\$67,012.00
	REIMBURSED Items only if requested by AT&T:	SPEC EQUIV	JT BOX	PRICE EACH
290	Feet of 2" PTS 66 conduit with 1/4" plastic rope		\$2.10	\$546.00
39,566	Feet of 4" PTS 77 conduit with 3/8" plastic rope		\$3.50	\$138,481.00
32	Utility Vault 36"x60"x48" Boxes) e/w polymer torsion lid	PTS-3660	15	\$2,458.00
12	Utility Vault 48"x78"x48" Boxes) e/w polymer torsion lid	PTS-4878	17	\$4,516.00
	PAGE 1 SUBTOTAL			\$1,375,584.94

DUE NOW	CIAC Charges, including Line Extension CIAC, due from developer to AT&T California (Please attach a separate check in this amount, return with Agreement)	\$0.00
DUE NOW	Line Extension Labor and Material Charges from Line Extension Worksheet (DUE NOW - please attach a separate check in this amount)	\$0.00
FUTURE	REIMBURSEMENT AMOUNT to be invoiced by Developer and paid by AT&T upon completion and acceptance of work and return of signed C&A letter to AT&T California per Agreement Section III.F.2	\$1,375,584.94

Acknowledged by: Developer Address City, State, Zip Phone	Name: _____ Title: _____ Signature: _____ Date: _____
For AT&T California by: Terry Jenkins Area Manager-Engineering	Signature: <i>Terry Jenkins</i> Date: 11-17-2021

Exhibit C

Executive Orders and Associated Regulations

AT&T Bell and Nevada Bell, as common carriers of telecommunications services, engage in work as contractors for various departments and agencies of the United States Government. Also, certain facilities may be constructed pursuant to federally assisted construction programs. Because of the foregoing, work under this contract may be subject to the provisions of certain Executive Orders, federal laws and associated regulations. To the extent that such Executive Orders, federal laws and associated regulations apply to the work under this contract, and only to that extent, Contractor agrees to comply with the provisions of all such Executive Orders, federal laws and associated regulations as no in force or as may be amended in the future, including, but not limited to the following:

1. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.4, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of nonexempt contracts and subcontracts.

2. CERTIFICATION OF NONSEGREGATED FACILITIES.

In accordance with Executive Order 11246, dated September 24, 1965, and 41 C.F.R. § 60-1.8, Contractor certifies that it does not and will not maintain or provide for its employees any facilities segregated on the basis of race, color, religion, sex, or national origin at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where such segregated facilities are maintained. The term "facilities" as used herein means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, provided that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. Contractor will obtain similar certifications from proposed subcontractors prior to the award of any nonexempt subcontract.

3. CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM.

Contractor certified that it has developed and is maintaining an Affirmative Action Plan as required by 41 C.F.R. § 60-1.40.

4. CERTIFICATION OF FILING.

Contractor certifies that it will file annually, on or before the 31st of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place as required by 41 C.F.R. § 60-1.7.

5. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.

In accordance with Executive Order 11701, dated January 24, 1973, and 41 C.F.R. 60-250.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

6. AFFIRMATIVE ACTION FOR HANDICAPPED PERSONS.

In accordance with Executive Order 11758, dated January 15, 1974, and 41 C.F.R. § 60-741.20, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

7. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.

48 C.F.R., Ch. 1, § 19.740(4) and 19.708(a) require that the following clause is included:

Utilization of Small Business concerns and Small Disadvantaged Business Concerns (June, 1985)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by and Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business

Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned businesses, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged

individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

Small Business and Small Disadvantaged Business Subcontracting Plan. Contractor, unless it is a small business concern, as defined in section 3 of the Small Business Act, agrees to adopt and comply with a small business and small disadvantaged business subcontracting plan, which shall be included in and made a part of this contract. The parties incorporate herein by this reference the regulations and contract clauses required by 48 C.F.R., Ch. 1, §§ 19.704(4) and 19.708(b) to be made a part of Government contracts and subcontracts.

8. WOMEN-OWNED SMALL BUSINESSES.

As prescribed in 48 C.F.R., Ch. 1, § 19.902, the following clause is included in solicitations and contracts when the contract amount is expected to be over the small purchase threshold, unless

(a) the contract is to be performed entirely outside the United States, its possessions, Puerto Rico, and the Trust Territory of the Pacific Islands, or (b) a personal services contract is contemplated:

(a) "Woman-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and

operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of Preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 C.F.R. § 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus area if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

Labor Surplus Area Subcontract Program.

(a) See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.

(b) The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities at prices no higher than obtainable elsewhere. The contractor shall --

(1) Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the

Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;

(2) Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;

(3) Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;

(4) include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and

(5) Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer

period as may be required by any other clause of this contract or by applicable law or regulations.

(c) The Contractor further agrees to insert in any related subcontract that may exceed

\$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of subcontractors.
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