

PUBLIC IMPROVEMENT AGREEMENT
(TREASURE ISLAND - SUB-PHASE 1B, 1C & 1E IMPROVEMENTS)

This PUBLIC IMPROVEMENT AGREEMENT (TREASURE ISLAND SUB-PHASE 1B, 1C & 1E IMPROVEMENTS) (this “**Agreement**”) dated for reference purposes only as of September 4, 2018, is entered into as of _____, 2018 (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 COMMUNITY DEVELOPMENT, LLC, a California 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**”) 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 (“**DA**”), Subdivider and TIDA are engaged in subdividing the property that is subject to proposed “Final Map No. 9235” (“**Final Map**”) consisting of approximately 21.6 acres, as shown therein (“**Property**”). A tentative subdivision map, entitled “Tentative Subdivision Map 9235 for condominium and other purposes, 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 dated July 10, 2018 (“**Conditions of Approval**”).

C. 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, the Final Map irrevocably offers for dedication Lots B, C, D, E, G, H, I, J, K, L, M, R, S, T, and V for public street and utilities use, and Lot K for public utilities use (“**Street and Utilities Lots**”).

D. Public Works Order No. 185562 granted certain exceptions to the Code and Subdivision Regulations pertaining to design and construction of the TI Required Infrastructure as defined below.

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 on Lots F, N, P, U, W and X (“**Open Space Lots**”) that are, and will continue to be, owned in fee by TIDA. The infrastructure and public improvements contemplated for the Property are described in the Treasure Island Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA 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 may be amended from time to time (the “**Streetscape Master Plan**”), 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 “**TI Required Infrastructure**”). Specific portions of the TI Related Infrastructure will upon completion be owned by TIDA (the “**TIDA Infrastructure**”) and others by the City (the “**City Infrastructure**”). The Plans and Specifications additionally provide for 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”). The Plans and Specifications also provide for private improvements in the public right-of-way to be owned, operated, and maintained by the Subdivider, fronting property owner, or other private entity approved by the City (“**Private Infrastructure**”). There also are public improvements that are temporary, shall be owned by the Subdivider, and shall be Subdivider’s responsibility for purposes of maintenance and operation (“**Temporary Facilities**”). These Temporary Facilities include a temporary force main (“**Temporary Force Main**”) and a temporary overhead electrical line (“**Temporary Overhead Line**”). The Temporary Force Main and Temporary Overhead Line are subject to the terms of that certain Public Improvement Agreement (Yerba Buena Island) recorded as Document No. 2018-K602991 of the Official Records (“**YBI PIA**”). The forms of infrastructure mentioned above collectively comprise the TI Required Infrastructure and the estimated costs of completing the TI 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 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.

G. 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).

H 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.

I. 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, the “**Acquisition Agreement**”).

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) TI Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the TI 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.

(b) Completion.

(i) TI Required Infrastructure Generally. Subdivider shall complete the TI Required Infrastructure on or within two (2) years following the recordation of the Final Map. The period of time provided in this condition 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 10(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) New Treasure Island Electrical Switchyard. Pursuant to the Conditions of Approval, Subdivider is required to coordinate with TIDA and the San Francisco Public Utilities Commission (“**SFPUC**”) concerning the location of a new electrical switchyard on Treasure Island (“**New Switchyard**”), including coordination of a proposed final location for

the New Switchyard within 120 days of the recording of the Final Map, subject to extension by authorization of the SFPUC General Manager. Upon final approval of the New Switchyard location, including any required approvals of the State of California pertaining to the public trust, Subdivider shall then diligently pursue all design and construction requirements pertaining to the New Switchyard under the Conditions of Approval required of Subdivider, until completion and subject to the terms of this Agreement, in order to minimize the use of interim facilities. These design and construction obligations require Subdivider to: (i) geotechnically prepare the pad for the New Switchyard; (ii) design and construct interim and permanent facilities to the New Switchyard (e.g., conduits and vaults, overhead facilities, and connections to the two electric submarine cables); and (iii) design and construct interim and permanent facilities from the New Switchyard to the subdivision reflected in the Tentative Map (e.g., conduits and vaults and overhead facilities as required for the number of electric circuits from the switchyard to the subdivision).

(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 C, 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 D.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the TI Required Infrastructure, or any portion thereof, Subdivider shall provide all documents required pursuant to Exhibit E, 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 TI 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.

(iii) At the time of a request for Acceptance pursuant to Section 6, of the TI Required Infrastructure, or any portion thereof, Subdivider shall provide all the documents required pursuant to Exhibit F, 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 TI 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.

3. Improvement Security.

(a) Security. Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, Subdivider shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as Exhibit F and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the TI Required Infrastructure as follows:

(i) Performance bonds in the amount of Sixty-Seven Million Four Hundred Fifty-Five Thousand Dollars (\$67,455,000) (100% of estimated "hard" cost of completion of the construction and installation of TI Required Infrastructure as determined by the DPW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit G-1); and

(ii) A payment bond or other acceptable security in the amount of Thirty-Three Million Seven Hundred Twenty-Seven Thousand Five Hundred Dollars (\$33,727,500) (50% of the estimated cost of completion of the TI Required Infrastructure as

determined by the DPW Director) as guarantee of payment for the labor, materials, equipment, and services required for the TI Required Infrastructure (Exhibit G-2).

(b) Security for Temporary Force Main and Temporary Overhead Line.

(i) Temporary Force Main. The City acknowledges that Subdivider provided performance bonds and labor and materials bonds for the Temporary Force Main, and that no additional security shall be required for the Temporary Force Main pursuant to this Agreement. Pursuant to the YBI PIA, Subdivider provided security for the full cost of constructing and removing the Temporary Force Main. The terms for the release of security pertaining to the Temporary Force Main and Overhead Line shall be as described in the YBI PIA. Subdivider shall provide separate security under this Agreement for that portion of the permanent sanitary sewer force main described in the Plans and Specifications.

(ii) Temporary Overhead Line. The City acknowledges that Subdivider provided security for the construction of the Temporary Overhead Line pursuant to the YBI PIA, and that no additional security will be required for the construction of that line. Pursuant to this Agreement, Subdivider shall provide security, in the amount described in Exhibit B, to secure the removal of Temporary Overhead Line and its replacement with certain conforming underground facilities. Release of security for construction of the Temporary Overhead Line shall be as described in the YBI PIA. City shall retain security that, in the Director's discretion and subject to SFPUC's concurrence, is adequate to pay for all costs associated with installing new underground facilities to replace the Temporary Overhead Line until such time as Subdivider completes the underground facilities and security is released pursuant to the Subdivision Code and this Agreement.

(c) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), 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 Section 3(a) or this Section 3(b) shall be referred to collectively as the **“Security”**.

(d) Use of Security. If the TI 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 TI Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(e) DDA Security. The security requirements of this Agreement shall be read and constructed in accordance with the requirements of the Code and the DDA. Nothing in this Agreement shall alter the City, TIDA, or Subdivider's rights and remedies under the DDA or the security to be provided by Subdivider under the DDA, except as provided in the DDA.

4. Construction of TI Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any TI 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.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the TI 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 the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay,

Developer Extension, or Park Extension as provided in Section 10(c) – (e). 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 an instructional bulletin, 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) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

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 TI 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 TI 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 TI Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(d) and 5(e), the Security may be reduced in conjunction with completion of any portion or component of the TI 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 TI 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 TI 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 (or, as appropriate, a Certificate of Conformity, defined below, regarding) the relevant portion the TI Required Infrastructure, or, with respect to any specific claim of defects or deficiency in TI 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 TI 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 TI 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. Upon written request from the Subdivider for a "**Notice of Completion**" as defined in Code Section 1751.2 accompanied with any and all materials that are required under Section 2(c)(iii), the Director shall promptly determine whether the TI Required Infrastructure, or portion thereof, is ready for its intended use and completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination. If the Director determines that the TI 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. If the Director determines that the TI Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. "**Acceptance**" by the City of the TI 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 TI 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. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c), and any other materials that the Director deems necessary to provide the required authorizations and certifications to the Board of Supervisors as part of the acceptance legislation; and

(iii) The Board of Supervisors or the TIDA Board, by ordinance or other appropriate action, accepts the TI 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 9(a) of this Agreement.

(c) Offers of Dedication. The owners' statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate grant deed(s); and the offers of dedication of easements shall be made by separate instrument(s). 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 these easements 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 TI Required Infrastructure (or a portion or component of the TI Required Infrastructure) in accordance with Subsection 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director's issuance of a Notice of Completion for the TI 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 TI Required Infrastructure that were not included in such previous offers of dedication.

(d) Dedication. In addition to accepting improvements, the City and TIDA shall dedicate the TI Required Infrastructure to public use and shall designate them for their appropriate public uses, pursuant to the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island, between the City and TIDA, dated April 26, 2017 and as may be amended from time to time ("**Infrastructure MOA**").

(e) Temporary Facilities and Private Infrastructure.

(i) Subdivider shall not offer Temporary Facilities and Private Infrastructure to the City for dedication. This infrastructure shall be owned, operated, and maintained by Subdivider, unless the City, at its sole discretion, decides to accept Temporary Facilities at a future date. The Private Infrastructure and Temporary Facilities are integral components of the TI Required Infrastructure and are necessary components of a fully functional utility system on TI. Promptly upon Subdivider's request, the City shall inspect the Private Infrastructure and Temporary Facilities and the City shall issue a "**Certificate of Conformity**" for Private Infrastructure and Temporary Facilities that meet the standard for such set forth in Section 5 above. The Subdivider shall obtain a Certificate of Conformity for the Temporary Facilities and Private Infrastructure prior to City and/or TIDA Acceptance of the TI Required Infrastructure (or portions or components thereof); provided, however, that the Director, in consultation with TIDA and any affected City department, may grant an exception to this requirement on a case by case basis.

(ii) The Temporary Force Main shall be subject to an operating agreement between TIDA and the City acting by and through its Public Utilities Commission (the "**Utility Operating Agreement**"). When the Utility Operating Agreement is complete it shall be deemed incorporated into and made a part of this Agreement. Notwithstanding Recital E or Section 6(e)(i), upon issuance of a Certificate of Conformity for the Temporary Force Main, Subdivider shall offer the Temporary Force Main to TIDA for dedication. Subdivider shall execute a grant deed or any other documents necessary to effectuate the transfer of title of the Temporary Force Main to TIDA.

(iii) The Temporary Overhead Line shall be located within an easement dedicated to the City and otherwise satisfying the requirements of the Subdivision Regulations. Unless otherwise approved in writing by the SFPUC General Manager, TIDA shall offer an easement acceptable to the City within sixty days of the recording of the Final Map.

(f) Acceptance of Sanitary Sewer Improvements Relying on the Temporary Force Main.

(i) The SFPUC General Manager, by letter dated March 26, 2018, provided conditional authorization for the dedication and acceptance of permanent improvements that rely on the Temporary Force Main as contemplated by the Subdivision Regulations. The conditions for such authorization and the requirements for satisfaction of those conditions are described in Exhibit D.

(ii) Within sixty (60) days following Final Map approval, Subdivider shall enter into an agreement with TIDA to obtain sanitary sewage treatment services for the Property. Until SFPUC's completion of a new wastewater treatment plant and acceptance of related infrastructure as may be required by the City, TIDA shall be the sanitary sewer treatment service provider to the Property and flows from the Property shall be conveyed to the existing plant. As condition precedent to City issuing Notice of Completion on any sanitary sewer infrastructure serving the Property, in the event city elects to accept permanent sanitary sewer infrastructure prior to completion of the new Wastewater Treatment Plant, TIDA and SFPUC shall enter into an agreement allowing use of SFPUC sanitary sewer infrastructure by TIDA to provide sanitary sewer service to the Property.

7. Subdivider's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the TI Required Infrastructure and shall bear the liability regarding the same consistent with Code Section 1751.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City (or TIDA for the TIDA Infrastructure) shall assume the responsibility of operating and maintaining and shall be liable for such Accepted TI Required Infrastructure, subject to any exceptions identified in the Board of Supervisors ordinance (or TIDA Board resolution) accepting the TI 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 TI 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 TI Required Infrastructure includes the Privately Maintained Public Infrastructure, facilities for which the City or TIDA may accept ownership but place responsibility for maintenance and liability on Subdivider, and Private Infrastructure, facilities for which the Subdivider shall bear the liability and responsibility for maintenance. 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 (i.e., Lots 3-10 inclusive and Lots 12-15 inclusive), fronting property owner, 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 prior to or concurrent with Board of Supervisors’ approval of the first Final Map for development parcels; provided, however, that the Director may in his or her discretion defer such agreement and satisfaction of this requirement to a time no later than issuance of the first Notice of Completion for any or all TI Required 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 TI Required Infrastructure. In order to protect the TI Required Infrastructure from damage until such time as the applicable TI 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.

8. Temporary Force Main. The Temporary Force Main is subject to the terms of the YBI PIA, which includes terms for replacement of the Temporary Force Main and the release of security. Operational and maintenance requirements for the Temporary Force Main shall be as described in the Utility Operating Agreement to be incorporated herein as pursuant to Section 6(e)(ii).

9. Warranty and Indemnity.

(a) Warranty. Acceptance of TI Required Infrastructure by the City or TIDA shall not constitute a waiver of any defects. Subdivider covenants that all TI Required Infrastructure 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 (2) years for all other portions of the TI Required Infrastructure. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the TI 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 TI Required Infrastructure shall not commence until the Director receives a certification from the City’s Construction Manager 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 TI Required Infrastructure at its own expense. 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 TI Required Infrastructure by the City, TIDA, or any agent or agency of either.

(b) 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).

(c) Limitation on City and TIDA Liability. Neither the City nor TIDA shall be an insurer or surety for the design or construction of the TI 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 TI 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.

10. 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 Subsection 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 10(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
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force

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 and John Roddy
Reference: Treasure Island -- Yerba Buena Island Project

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

Treasure Island Community Development, LLC
c/o: Wilson Meany
Four Embarcadero Center, Suite 3330
San Francisco, CA 94111
Attn: Kevin Griffith

With copies to:

Treasure Island Community Development, LLC
c/o: Lennar
One Sansome Street, Suite 3750
San Francisco, CA 94104
Attn: Ryan Hauck

Treasure Island Community Development, LLC
c/o: FivePoint
One Sansome Street, Suite 3200
San Francisco, CA 94104
Attn: Andrea Jones

Perkins Coie LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105
Attn: Matthew S. Gray

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:

Shute Mihaly & Weinberger
396 Hayes Street
San Francisco, CA 94102
Attn: Gabriel M.B. Ross

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 G-1 and G-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 TI 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.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the TI 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.

12. 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 10(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 H. 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 TI Required Infrastructure necessary to serve the parcel, whether: (i) all TI 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.

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.

[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

By: 
Name: CHRIS MEANY
Its: VICE PRESIDENT

By: 
Name: RYAN HAUCK
Its: VICE PRESIDENT

CITY AND COUNTY OF SAN FRANCISCO

By: Mohammed Nuru
Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA
CITY ATTORNEY

Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY


By: Robert P. Beck
Its: Treasure Island Director

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


State of CALIFORNIA
County of SAN FRANCISCO

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

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

WITNESS my hand and official seal.

Signature



(Seal)



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

State of CALIFORNIA
County of SAN FRANCISCO

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)



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 7/24/2018, before me, Michael Crooms, Notary Public, personally appeared Robert P. Beck, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Michael Crooms

Signature of Notary Public



Notary Seal

EXHIBIT A-1

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS
(Street Improvement Permit)**

Improvement Plans and Specifications prepared by BKF Engineering entitled "Treasure Island Sub-Phase 1B, 1C & 1E Improvement Plans" dated April 30, 2018.

EXHIBIT A-2

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS
(Pump Station Plans)**

Improvement Plans and Specifications prepared by BKF Engineers entitled "Storm & Sewer Pump Station Plans Treasure Island Sub-Phase 1B, 1C & 1E Improvement Plans, dated May 25, 2018.

EXHIBIT A-3

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS
(12kv Distribution System)**

Diagram entitled "12KV Service Delivery - Treasure Island" prepared by Power Systems Design and on file with Public Works.

EXHIBIT B

ESTIMATED COSTS

Exhibit (A-1 through A-3)	Description of Improvements	Estimated Costs
Exhibit A-1	Street Improvement Plans	\$61,700,000
Exhibit A-2	Pump Station Plans	*Security in the amount of \$9,237,075 was provided with the YBI PIA. No additional security for Exhibit A-2 is provided as part of this Agreement.
Exhibit A-3	12kv Distribution System	\$5,755,000.00

EXHIBIT C

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

1. Master Homeowner Association Covenants, Conditions and Restrictions
2. Access Easement Agreements
3. Encroachment and Maintenance Agreement
4. Bonding to complete the improvements
5. Approved Street Improvement Plans
6. Irrevocable Offer of Dedication and Grant Deeds for Real Property
7. SFPUC Easement Agreements
8. Offers of Improvements

EXHIBIT D

OUTSTANDING TENTATIVE MAP CONDITIONS OF APPROVAL

San Francisco Public Utilities Commission – General Conditions		
Condition No.	Condition	Timing / Requirement for Subdivider’s Satisfaction of Condition
2	City shall not issue NOC on any utility facility does not operate as part of a complete system. This requires the construction of a permanent (or temporary, if City grants an exception) force main on Treasure Island, allowing sewage to reach treatment facilities or as approved by the SFPUC General Manager.	Before requesting NOC for any facility that relies on temporary improvements, Subdivider shall document that it has complied with the terms the Public Works Order authorizing the use of any such temporary facility, including Public Works Order No.
3	The City shall not accept new permanent infrastructure that relies on existing or temporary infrastructure unless the City approves a Design Modification or an exception to the TI/YBI Subdivision Regulations.	The Director has approved exceptions to authorize acceptance of permanent improvements that rely on the temporary sanitary sewer force main on Treasure Island, and the overhead power line running and related switchyard facilities. Prior to requesting acceptance for any improvements that rely on the temporary force main or the overhead line, Subdivider shall demonstrate that it has complied with the requirements of Public Works Order No. 187455, or Public Works Order No. 188048, as applicable.
San Francisco Public Utilities Commission - Real Estate		
4	Subdivider shall propose a feasible location for the new TI electrical switchyard (“New Switchyard”) within sixty days of the recording of the first final map for this subdivision. Subdivider and TIDA shall coordinate with SFPUC to finalize the location for the New Switchyard within one hundred twenty days of the recording of the first	TIDA and TICD will propose the switchyard location on or before September 29, 2018 (i.e., 60 days from the date of this PIA, and coordinate with SFPUC to finalize the location for the New Switchyard on or before November 28, 2018 (i.e., 120 days from the date of this PIA, subject to extension as may be authorized by the

	final map for this subdivision. These timelines may be extended at the SFPUC General Manager's discretion.	SFPUC General Manager. The above dates are subject to the date of the approval of the PIA.
San Francisco Public Utilities Commission – Wastewater Enterprise		
2	Until SFPUC's completion of a new Wastewater Treatment Plant, and acceptance of related infrastructure as may be required by the City, under the jurisdiction of the SFPUC, TIDA will continue to be the sanitary sewer collection and treatment service provider on TI/YBI. Prior to obtaining a Final Map, Subdivider shall enter into an agreement with TIDA to obtain sanitary sewage collection and treatment service for the subdivision, subject to possible transfer of service to SFPUC in the future on terms consistent with SFPUC's rules, regulations, rates, fees and charges. Approval of a tentative or final map, street improvement permit, or building permit, is not a commitment by the SFPUC for sanitary sewer collection and treatment service to the subdivision.	This condition is addressed in Section 6(f)(ii) of the Agreement.
3	This Tentative Map shall be subject to the terms and conditions of an agreement between the TIDA and SFPUC as to the provision of wastewater/recycled water services. In the absence of such agreement, TIDA shall provide wastewater/recycled water utility service at the time of such subdivision map approval, and the City reserves the right to restrict subsequent approval of maps or permits consistent with the terms of such service.	TIDA will continue to provide wastewater service pending completion of the new permanent wastewater treatment plant, whereupon SFPUC will provide wastewater service and/or recycled water service.
5	The Subdivider shall install a new permanent stormwater outfall, as shown in final Master Utility Plans and draft Street Improvement Plans, to SFPUC standards, and in conformance with all applicable State, Federal and other permits, prior to Subdivider request for	Subdivider shall install the new permanent outfall prior to requesting NOC for any portion of the upstream sewer system as depicted in the Improvement Plans.

	any Notice of Completion for any portion of the upstream storm drain sewer system.	
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 be required to provide current testing and inspection data in conjunction with request for Notice of Completion.	Subdivider shall provide the required sewer testing and inspection data to SFPUC prior to requesting NOC for any component of TI Required Infrastructure that includes sanitary sewer for which Subdivider will seek acceptance.
13	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.	TICD shall provide the final Overland Flow Analysis satisfying the criteria described in the condition prior to Street improvement Permit submittal.
14	Conditions relating to the temporary force main (“TFM”) conveying sanitary sewage from this subdivision to the wastewater treatment plant.	
14.a	The TFM shall not be offered to or accepted by the City.	Section 6(e)(ii) of the PIA requires Subdivider to offer the TFM to TIDA.
14.b	The TFM shall be replaced by the permanent force main by subdivider at no cost to City.	Subdivider provided bonds for the full cost of the removal of the TFM under the YBI PIA. Subdivider is required to bond for the installation of the permanent main as part of each sub-phase, including under this PIA for the portion of the permanent force main included within the subdivision.

14.c	Subdivider shall provide adequate security for construction of the TFM. Upon completion of the TFM, the City shall reduce the security to an amount equal to the greater of thirty percent (30%) of the original amount of the security pertaining to the TFM or the amount necessary to pay for removal of the TFM.	Subdivider bonded for the TFM as part of the YBI PIA. The YBI PIA provides for the reduction of that security.
14.d	Subdivider shall provide adequate bonding to cover SFPUC costs for the replacement of the TFM with a permanent force main, including adequate geotechnical improvements, should the development project fail to construct future phases. Subdivider shall provide such bonding at the time of approval of the next public improvement agreement and final map.	Subdivider provided bonds for the full cost of the removal of the TFM under the YBI PIA. Subdivider is required to bond for the installation of the permanent main as part of each sub-phase, including under this PIA for the portion of the permanent force main included within the subdivision.
14.e	The SFPUC shall operate and maintain the TFM at no cost to SFPUC, under the terms of a future agreement.	The timing for the future agreement, between SFPUC and TIDA, is addressed in the YBI PIA.
14.f	<p>The future agreement will ensure:</p> <ul style="list-style-type: none"> i. SFPUC has full access to TFM. ii. SFPUC to maintain gravity (feeder) sewers at TIDA's expense. iii. SFPUC shall perform routine maintenance on the TFM. iv. All operations and maintenance work on the TFM will be done at no cost to SFPUC. v. In accordance with the Subdivision Regulations, TICD shall 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. 	The timing for the future agreement, between SFPUC and TIDA, is addressed in the YBI PIA.

Public Works: Bureau of Street Use and Mapping – Subdivision and Mapping Section

2	<p>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 prior to the first TCO, provided this is addressed to the Director's satisfaction in</p>	<p>TICD shall provide CC&Rs demonstrating the reservation of any required reservations of necessary nonexclusive easements for private streets, public utility easements, or private utility access easements for pedestrian and vehicular ingress and egress, emergency vehicle access and any necessary emergency existing and/or public utility purposes and a satisfactory restrictive covenant, as applicable, prior to the first TCO for any residential unit on a given lot.</p>
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	an amended PIA.	
27	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.	Subdivider will submit the required A-17 map before Notice of Completion for any TI Required Infrastructure within the subdivision.
31	Subdivider shall provide for reciprocal easements between private lots subject to review and approval by the Public Works, DBI and SFFD prior to approval of the Final Map to the satisfaction of the Director. Where appropriate the City shall be named as a third party beneficiary to easements and shall review any subsequent amendment to the reciprocal easement agreement that affects the City's rights as a third party beneficiary. The Director may defer the timing requirement herein until prior to the issuance of the site permit for Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 7, Lot 7, Lot 9, Lot 10, Lot 14 and Lot 15.	Prior to issuance of a site permit for any of Lots 1, 2, 3, 4, 5, 7, 9, 10, 14 or 15, Subdivider shall provide reciprocal easement agreements between the adjacent lots in order to demonstrate to Public Works, DBI and SFFD that such reciprocal access for ingress and egress across adjacent private lots will be provided as necessary under State and local law.

EXHIBIT E

**DOCUMENTS TO BE SUBMITTED CONCURRENT WITH REQUEST FOR NOTICE
OF COMPLETION**

1. Developer Request Letter for Determination of Completeness (“DOC”)
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. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. NOC Recommendation from Public Works

EXHIBIT F

**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. Updated Grant Deeds (as applicable)

EXHIBIT G-1

PERFORMANCE BOND

(Form: Faithful Performance Bond – TI Required Infrastructure)

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements ("**Agreement**"), dated _____ 201_, and identified as TI Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of its obligations;

Now, therefore, we, Principal and _____, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on _____, 201_.

“PRINCIPAL”

TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“SURETY”

By: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

EXHIBIT G-2

LABOR AND MATERIALS BOND

(Form: Labor & Materials Bond – TI Required Infrastructure)

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements (“**Agreement**”), dated _____ 201_, and identified as TI Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of _____ (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on _____, 201_.

“PRINCIPAL”

TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“SURETY”

By: _____
Its: _____

Address: _____

Telephone: _____

Facsimile: _____

**PERFORMANCE BOND
CALIFORNIA PUBLIC WORK**

Bond No. K13533325
Premium: \$171.00/Annually

KNOW ALL MEN BY THESE PRESENTS: That we Treasure Island Series 1, LLC a Delaware limited liability company
c/o Lennar Urban, One Sansome Street, Suite 3200, San Francisco CA 94104, Principal,
and Westchester Fire Insurance Company, Surety, a
corporation organized and existing under the laws of the State of Pennsylvania
and authorized to transact surety business in the State of California, are held and firmly bound unto _____
City and County of San Francisco

Obligee, in the sum of Thirty Thousand Dollars and 00/100 Dollars (\$ 30,000.00)
for payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated
for Treasure Island Monumentation for Final Map 9235

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and
save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this
obligation shall be null and void; otherwise it shall remain in full force and effect. No right of action shall
accrue under this bond to or for the use of any person other than the said Obligee.

Signed, sealed and dated

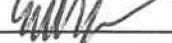
July 17, 2018

Treasure Island Series 1, LLC a Delaware limited liability company



CHRIS MEANY (Seal)
VICE PRESIDENT
Westchester Fire Insurance Company


Ryan Hauck Principal

By 

Erik Johansson Attorney-in-Fact
Surety Phone No. (714) 824-8364

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 Orange }

JUL 17 2018

On _____ before me, Melissa A. Lopez Notary
Public,

Date

(here insert name and title of the officer)

personally appeared _____

Erik Johansson

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: Melissa Lopez (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED: that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIFTY MILLION DOLLARS & ZERO CENTS (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14 day of May 2018



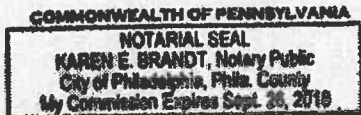
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 14 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of JUL 17 2018 20_____


Dawn M. Chloros, Assistant Secretary

(Form: Faithful Performance Bond – TI Required Infrastructure)
Street Improvements

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements ("**Agreement**"), dated SEPT. 4 2018, and identified as TI Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of its obligations;

Now, therefore, we, Principal and ACE American Insurance Company, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of Sixty One Million Seven Hundred Thousand and no/100 Dollars (\$61,700,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

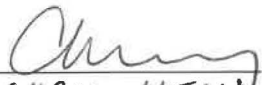
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on July 17, 2018.

“PRINCIPAL”

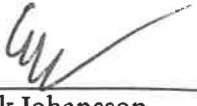
TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: 
Name: CHRIS MEANEY
Title: VICE PRESIDENT

By: 
Name: RYAN HANCOCK
Title: VICE PRESIDENT

“SURETY”

ACE American Insurance Company

By: 
Erik Johansson

Its: Attorney-in-Fact

Address: c/o Performance Bonding Surety &
Insurance Brokerage, L.P.

15901 Red Hill Avenue, Suite 100, Tustin, CA 92780

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

Attachment A
(Agreement)

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 Orange }

On JUL 17 2018 before me, Melissa A. Lopez Notary Public,

Date

(here insert name and title of the officer)

personally appeared _____

Erik Johansson

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: Melissa Lopez (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Power of Attorney

ACE AMERICAN INSURANCE COMPANY ACE PROPERTY AND CASUALTY INSURANCE COMPANY

Know all men by these presents: That ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on March 20, 2009, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

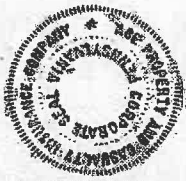
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

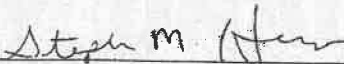
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Jennifer Anaya, Erik Johansson, James W Johnson, Frances Lefler and Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding ONE HUNDRED FIFTY MILLION DOLLARS & ZERO CENTS (\$150,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY this 5th day of JULY 2018.

ACE AMERICAN INSURANCE COMPANY
ACE PROPERTY AND CASUALTY INSURANCE COMPANY

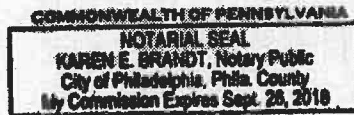




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 5th day of JULY 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

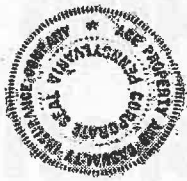
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

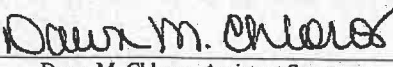



Notary Public

I, the undersigned Assistant Secretary of the ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of JUL 17 2018 20_____.




Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 5, 2020



(Form: Labor & Materials Bond – TI Required Infrastructure)
Street Improvements

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements ("**Agreement**"), dated _____ 201_, and identified as TI Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned as corporate Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of Thirty Thousand Eight Hundred Fifty Thousand and no/100 Dollars (\$30,850,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

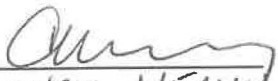
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

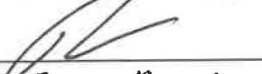
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on July 17, 2018.

“PRINCIPAL”


TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: 
Name: CHRIS MEANY
Title: VICE PRESIDENT

By: 
Name: Ryan Dank
Title: VICE PRESIDENT

“SURETY”

ACE American Insurance Company

By: 
Erik Johansson
Its: Attorney-in-Fact

Address: c/o Performance Bonding Surety &
Insurance Brokerage, L.P.

15901 Red Hill Avenue, Suite 100, Tustin, CA 92780

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

Attachment A

(Agreement)

-

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 Orange }

On JUL 17 2018 before me, Melissa A. Lopez Notary Public,

Date

(here insert name and title of the officer)

personally appeared _____

Erik Johansson

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: _____ (Seal)

A handwritten signature in cursive script that reads "Melissa Lopez".

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Power of Attorney

ACE AMERICAN INSURANCE COMPANY ACE PROPERTY AND CASUALTY INSURANCE COMPANY

Know all men by these presents: That ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on March 20, 2009, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

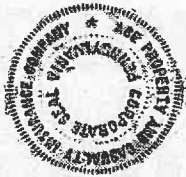
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Jennifer Anaya, Erik Johansson, James W Johnson, Frances Lefler and Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding ONE HUNDRED FIFTY MILLION DOLLARS & ZERO CENTS (\$150,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has herewith subscribed his name and affixed the Corporate seal of the said ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY this 5th day of JULY 2018.

ACE AMERICAN INSURANCE COMPANY ACE PROPERTY AND CASUALTY INSURANCE COMPANY

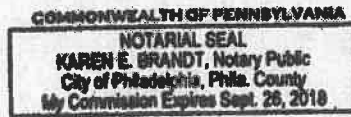



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5th day of JULY 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

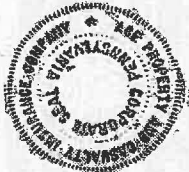
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

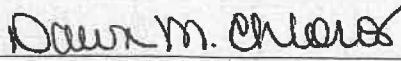



Notary Public

I, the undersigned Assistant Secretary of the ACE AMERICAN INSURANCE COMPANY, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this JUL 17 2018 day of _____ 20____.




Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 5, 2020.



(Form: Faithful Performance Bond – TI Required Infrastructure)
12KV Distribution System

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements ("**Agreement**"), dated SEPT. 4 2010, and identified as TI Required Infrastructure; and

Whereas, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of its obligations;

Now, therefore, we, Principal and Westchester Fire Insurance Company, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (called "**City of San Francisco**") in the penal sum of Five Million Seven Hundred Fifty Five Thousand and no/100 Dollars (\$5,755,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of San Francisco, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.


As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.


The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on July 17, 2018.

“PRINCIPAL”


TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: 
Name: CHRIS MEANY
Title: VICE PRESIDENT

By: 
Name: RYAN HAWK
Title: VICE PRESIDENT

“SURETY”

Westchester Fire Insurance Company

By: 
Erik Johansson

Its: Attorney-in-Fact

Address: c/o Performance Bonding Surety &
Insurance Brokerage, L.P.

15901 Red Hill Avenue, Suite 100, Tustin, CA 92780

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

Attachment A
(Agreement)

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 Orange }

On JUL 17 2018 before me, Melissa A. Lopez Notary Public,

Date

(here insert name and title of the officer)

personally appeared _____

Erik Johansson

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: Melissa Lopez (Seal)

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIFTY MILLION DOLLARS & ZERO CENTS (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14 day of May 2018



WESTCHESTER FIRE INSURANCE COMPANY

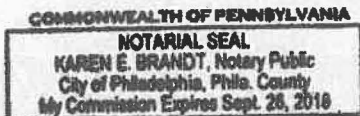
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 14 day of May, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation this JUL 17 2018 day of _____ 20____



Dawn M. Charos
Dawn M. Charos, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 14, 2020.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



(Form: Labor & Materials Bond – TI Required Infrastructure)
12KV Distribution System

Whereas, the City and County of San Francisco, State of California, and Treasure Island Series 1, LLC (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement - Treasure Island - Sub-Phase 1B, 1C & 1E Improvements (“**Agreement**”), dated _____ 201_, and identified as TI Required Infrastructure; and

Whereas, under the terms of the Agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment bond with the City and County of San Francisco to secure the claims to which reference is made in Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of Two Million Eight Hundred Seventy Seven Thousand Five Hundred and no/100 Dollars (\$2,877,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

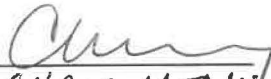
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on July 17, 2018.

“PRINCIPAL”


TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: 
Name: CHRIS MEANY
Title: VICE PRESIDENT

By: 
Name: RYAN HAUCK
Title: VICE PRESIDENT

“SURETY”

Westchester Fire Insurance Company

By: 
Erik Johansson
Its: Attorney-in-Fact

Address: c/o Performance Bonding Surety & Insurance Brokerage, L.P.

15901 Red Hill Avenue, Suite 100, Tustin, CA 92780

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

Attachment A

(Agreement)

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 Orange }

On JUL 17 2018 before me, Melissa A. Lopez Notary
Public,

Date

(here insert name and title of the officer)

personally appeared _____

Erik Johansson

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: _____ (Seal)

A handwritten signature in cursive script that reads "Melissa Lopez".

OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansson, Frances Lefler, James W Johnson, Jennifer Anaya, Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIFTY MILLION DOLLARS & ZERO CENTS (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14 day of May 2018



WESTCHESTER FIRE INSURANCE COMPANY

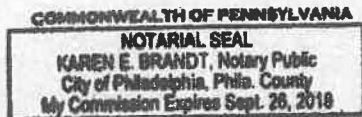
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 14 day of May 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M Haney Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17 day of JUL 17 2018 2018



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary



EXHIBIT H

FORM NOTICE OF TERMINATION

RECORDING REQUESTED BY:

Bruce Storrs
City and County Surveyor
Department of Public Works
1155 Market St. 3rd Floor
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

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. 9228, recorded _____ 2018 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
Dennis J. Herrera, City Attorney

By: _____

John 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 _____