

File No. 220993

Committee Item No. _____

Board Item No. 51

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____

Date: _____

Board of Supervisors Meeting

Date: September 27, 2022

Cmte Board

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Order No. 207094</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PLN Conditional Approval</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PLN Approval 111820</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Treasure Island MMRP</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>TIDA Letter 080322</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Draft PIA First Amendment</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amended Easement Agreement Lot SLT UE No. 4</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amended Offer of Improvements Lot ST-F</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amended Offer of Improvements Lot</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Rec Public Improvement Agreement 091318</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Tax Certs 080522</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Parcel Map</u> |

Prepared by: Brittney Harrell

Date: September 22, 2022

Prepared by: _____

Date: _____

1 [Parcel Map No. 10711 - Treasure Island]

2

3 **Motion approving Parcel Map No. 10711, portions of Treasure Island, the merger and**
4 **resubdivision of Lots 11, F, J and P of Final Map No. 9235; and First Amendment to the**
5 **Treasure Island Public Improvement Agreement, Treasure Island - Subphase 1B, 1C**
6 **and 1E Improvements; and acknowledging findings pursuant to the General Plan, and**
7 **the eight priority policies of Planning Code, Section 101.1.**

8

9 WHEREAS, The Board of Supervisors acknowledges the findings made by the
10 Planning Department, by its letter dated November 18, 2020, that the proposed subdivision,
11 on balance, is consistent with the objectives and policies of the General Plan and the eight
12 priority policies of Section 101.1 of the Planning Code; and

13 WHEREAS, A copy of the Planning Department letter is on file with the Clerk of the
14 Board of Supervisors in File No. 220993 and incorporated herein by reference; and

15 WHEREAS, The Board of Supervisors acknowledges the findings made by the
16 Treasure Island Development Authority (“TIDA”), by its letter dated August 3, 2022, has
17 determined that the proposed subdivision is in consistent with the Project Documents, as
18 defined Subdivision Code, Section 1707(z), the City Regulations, as defined in Subdivision
19 Code, Section 1707(e), and all TIDA approvals related to the Project, as defined by
20 Subdivision Code, Section 1707(y); and

21 WHEREAS, A copy of the TIDA letter is on file with the Clerk of the Board of
22 Supervisors in File No. 220993 and incorporated herein by reference; and

23 WHEREAS, The Board of Supervisors approved Final Map No. 9235 pursuant to
24 Motion No. M18-115 on September 4, 2018, and authorized the Director of Public Works to
25 enter into that certain Public Improvement Agreement (Treasure Island - Sub-Phase 1B, 1C

1 and 1E Improvements), dated for reference purposes as of September 7, 2018, and recorded
2 as Document No. 2018-K672370 of Official Records (the “Public Improvement Agreement”);
3 and

4 WHEREAS, A copy of said Motion is on file with the Clerk of the Board of Supervisors
5 in File No. 180835 and incorporated herein by reference; and

6 WHEREAS, There are additional improvements required to service the proposed
7 subdivision shown on Parcel Map No. 10711; and

8 WHEREAS, Because the Subdivider has not completed the required public
9 improvements associated with Final Map No. 9235 or this Parcel Map, and Subdivider must
10 complete additional improvements for the proposed subdivision shown in Parcel Map. No.
11 10711, the Subdivision Code requires that the Subdivider and City to enter into an
12 amendment to the Public Improvement (“First Amendment to the Public Improvement
13 Agreement”) to address these additional improvements; and

14 WHEREAS, The Public Improvement Agreement and First Amendment to the Public
15 Improvement Agreement are on file with the Clerk of the Board of Supervisors in File No.
16 220993 and incorporated herein by reference; and

17 WHEREAS, Public Works, in accordance with Public Works Order No. 207094,
18 approved September 13, 2022, recommends that the Board of Supervisors approve the First
19 Amendment to the Public Improvement Agreement and authorize the Director of Public Works
20 and the City Attorney to execute and file said amendment in the Official Records of the City
21 and County of San Francisco; and

22 WHEREAS, A copy of Public Works Order No. 207094 is on file with the Clerk of the
23 Board of Supervisors and incorporated herein by reference; and

24 WHEREAS, In Public Works Order No. 207094, Public Works also recommends that
25 the Board of Supervisors conditionally accept on behalf of the public the offers of

1 improvements described in the Treasure Island Series 1, LLC (“TIS1”) and TIDA Owners’
2 Statements on Parcel Map No. 10711, subject to the City Engineer’s issuance of a Notice of
3 Completion and further action by the Board of Supervisors and acknowledge that the Director
4 of the Division of Real Estate shall accept offers for the easements described on Parcel Map
5 No. 10711 and the easement agreements by separate instrument in accordance with the
6 terms of the Treasure Island / Yerba Buena Island Development Agreement (Ordinance No.
7 95-11, which is on file with the Clerk of the Board of Supervisors in File No. 110226) and
8 related approvals; and

9 WHEREAS, Public Works recommends that the approval of this Parcel Map also be
10 conditioned upon compliance by Subdivider with all applicable provisions of the Subdivision
11 Map Act, California Government Code, Sections 66410 *et seq.*, and the San Francisco
12 Subdivision Code and amendments thereto; and

13 WHEREAS, Public Works, in accordance with Public Works Order No. 207094,
14 recommends that the Board of Supervisors approve that certain Parcel Map relating to the
15 Project known as Treasure Island / Yerba Buena Island and entitled “PARCEL MAP NO.
16 10711”, as described herein and subject to the conditions specified in this motion, and adopt
17 said map as Official Parcel Map No. 10711; and now therefore be it

18 MOVED, That the Board of Supervisors hereby approves that certain Parcel Map
19 relating to the Project known as Treasure Island / Yerba Buena Island entitled “PARCEL MAP
20 NO. 10711”, a merger and resubdivision of Lots 11, F, J and P of Final Map No. 9235, as
21 described on Sheet 3 of said Parcel Map, subject to the conditions specified in this motion,
22 and adopts said map as Official Parcel Map No. 10711; and be it

23 FURTHER MOVED, That the Board of Supervisors hereby authorizes the Director of
24 Public Works to enter all necessary recording information on the Parcel Map and authorizes
25 the Clerk of the Board of Supervisors to execute the Clerk’s statement as set forth herein.



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

Public Works Order No: 207094

RECOMMENDING APPROVAL OF PARCEL MAP 10711, THE MERGER AND RESUBDIVISION OF LOTS 11, F, J AND P OF FINAL MAP NO. 9235, AND THE FIRST AMENDMENT TO THE TREASURE ISLAND PUBLIC IMPROVEMENT AGREEMENT, TREASURE ISLAND - SUBPHASE 1B, 1C, & 1E IMPROVEMENTS.

FINDINGS

1. On September 4, 2018, the Board of Supervisors approved Final Map No. 9235 pursuant to Motion No. M18-115 and authorized the Director of Public Works (“Director”) to enter into the Public Improvement Agreement (Treasure Island - Sub-Phase 1B, 1C & 1E Improvements), dated for reference purposes as of September 7, 2018, and recorded as Document No. 2018-K672370 of Official Records (“TI PIA”). The TI PIA describes the obligations of Treasure Island Series 1, LLC (“TIS1”), as assignee of said TI PIA, to complete public improvements to serve the development within Treasure Island’s initial development subphases, including improvements located within and outside the boundaries of Final Map No. 9235.
2. On August 18, 2020, TIS1 and the Treasure Island Development Authority (“TIDA”) submitted an application for Tentative Parcel Map No. 10711, requesting the approval of a merger and resubdivision of Lots 11, F, J, and P within the larger Final Map No. 9235 subdivision boundary (“Tentative Parcel Map”).
3. On September 2, 2021, the Department of Public Works (“Public Works”) conditionally approved the Tentative Parcel Map pursuant to Public Works Order No. 205,388. Public Works Order No. 205,388 included the Director’s Conditions of Approval for the Tentative Parcel Map.
4. In Public Works Order No. 205,388, the Director determined that the Tentative Parcel Map was subject to the mitigation measures adopted by TIDA and the City Planning Commission pursuant to Motion No. 18325 and Resolution No. 11-34-04/21 respectively, which certified the Final Environmental Impact Report (“FEIR”) for the Treasure Island and Yerba Buena Island Project, prepared pursuant to the California Environmental Quality Act (California Public Resources Code § 21000 et seq.). Since the City certified the FEIR and approved the Project (as defined by San Francisco Subdivision Code Section 1707(y)) on April 21, 2011, there have been: i) no substantial changes to the Project; ii) no substantial changes with respect to the surrounding circumstances; and iii) no new information of substantial importance, that would result in new or more severe significant impacts than were addressed in the FEIR. Accordingly, no supplemental or subsequent environmental impact report or other environmental review is required.
5. On May 18, 2021, TIS1 submitted an application for approval of a Street Improvement Permit #22IE-00277 for the purpose of realigning future Avenue of the Palms (Lots E and J of Final Map No. 9235), such that Avenue of the Palms will intersect with future Bruton Street rather than ending in a cul-de-sac. Lots E and J of Final Map No. 9235 are subject to easements in favor of the City and to irrevocable offers of dedication for street and utility improvements.

Modifications to the TI Required Infrastructure to account for the realignment of Avenue of the Palms are referred to hereafter collectively as the "Avenue of the Palms Improvements."

6. On July 13, 2022, TIS1 filed an application for Parcel Map No. 10711 ("Parcel Map") for the merger and resubdivision of Lots 11, F, J, and P within the larger Final Map No. 9235 subdivision boundary.
7. PG&E is the grantee of an easement located within the proposed subdivision as described in Document No. 2021157217 of the Official Records of the City and County of San Francisco, recorded October 15, 2021 ("PG&E Easement") which is shown on the face of the Parcel Map. On August 30, 2022, PG&E confirmed via e-mail that it does not object to the filing of the Parcel Map without PG&E's signature.
8. The subdivision contemplated by Final Map No. 9235 includes open space areas that will continue to be owned by TIDA and upon which TIS1 will install various public improvements that will be offered for dedication to TIDA ("Park Improvements"), which constitute a portion of the TIDA Infrastructure. The Park Improvements are comprised of infrastructure and landscaping in seven TIDA park and open space areas referred to as "Causeway Park," "Waterfront Plaza 1," "Cultural Park," "Cityside Park," "Building 1 Plaza," "Marina Plaza," and "Clipper Cove Promenade 1" and which are described in the Park Plans and Specifications. These Park Improvements were not included as part of the TI Required Infrastructure in the TI PIA.
9. TIS1 is in the process of building the Park Improvements as required by the Project Documents (as defined in Subdivision Code Section 1707(z)). TIS1 and the City propose to amend the TI PIA to document procedures for permitting, inspection, dedication and acceptance of the Park Improvements.
10. Public Works, the San Francisco Public Utilities Commission ("SFPUC"), the San Francisco Municipal Transportation Agency, and TIDA are parties to the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island, dated for reference purposes as of April 26, 2017 ("MOA"). As part of the MOA, the parties developed the TI/YBI Improvement Matrix ("Improvement Matrix") which identifies the party responsible for jurisdiction, ownership, maintenance, and liability of various improvements, as well as the instrument for funding maintenance and the anticipated source of funding for maintenance. A nonbinding draft of the Improvement Matrix is included as Appendix A to the MOA.
11. Pursuant to Section 3.2 of the MOA, the "parties intend that subsequent, binding Improvement Agreements will finally and specifically identify the Improvements that Developer will offer to the City and TIDA and the specific City agency or agencies that will have, for specific Improvements, jurisdiction and control, and responsibility for maintenance and liability."
12. Public Works, SFPUC, the Infrastructure Task Force, SFMTA and TIS1 developed a revised Improvement Matrix for use in association with Yerba Buena Island and the initial development phase for Treasure Island. As contemplated by the MOA, the City, TIDA, and TIS1 propose to incorporate the revised Improvement Matrix into the TI PIA to establish the Improvement Matrix as a binding document only as applied to the areas covered by the TI PIA.

13. The First Amendment to the TIA PIA is a product of a collaborative effort between TIS1, TIDA, and the City. The First Amendment will allow TIS1 to proceed with the realignment of the Avenue of the Palms, address the timing for completion of TI Required Infrastructure, account for the dedication of Park Improvements to TIDA, and incorporate the revised Improvement Matrix, as described above.
14. TIS1 has been required to increase surety bonds to the Director corresponding with an approved engineer's cost estimate for the Avenue of the Palms Improvements. Realignment of Avenue of the Palms to connect to the Bruton Street intersection, instead of terminating in a cul-de-sac, will improve vehicular and pedestrian circulation throughout the subdivision area. Inclusion of the Park Improvements in the TI PIA will secure the terms under which TIS1 will complete the improvements and the procedure by which TIS1 will dedicate the improvements to TIDA. Incorporation of the binding Improvement Matrix will also secure the rights and obligations of the parties in relation to the improvements covered by the TI PIA and reduces the potential for any future uncertainty as contemplated by the MOA.
15. The City Planning Department, in its letter dated November 18, 2020, found that the subdivision, on balance, is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1. TIDA submitted a letter, dated August 3, 2022, memorializing TIDA's determination that Parcel Map No. 10711 is consistent with the Project Documents, as defined in San Francisco Subdivision Code Section 1707(z), the City Regulations, as defined in San Francisco Subdivision Code Section 1707(e), and all TIDA approvals related to the Project.
16. The Director and County Surveyor find that Parcel Map No. 10711 is consistent with the requirements and conditions imposed by the Subdivision Map Act, California Government Code Sections 66410 *et seq.*, the San Francisco Subdivision Code, and Tentative Map No. 10711, and substantially conforms to Tentative Map No. 10711.
17. The Director and City Engineer recommend that the Board of Supervisors approve Parcel Map No. 10711.
18. The Parcel Map includes certain offers of improvements required by the First Amendment to the TI PIA and various easements. The Director recommends that the Board of Supervisors conditionally accept on behalf of the public the offers of improvements described in TIS1 and TIDA Owners' Statements on the Parcel Map, and required by the TI PIA, subject to the City Engineer's issuance of a Notice of Completion for the improvements and subsequent action by the Board of Supervisors. The Director further recommends that the Board of Supervisors acknowledge that the Director of the Division of Real Estate shall accept the easements and easement agreements by separate instrument in accordance with the terms of the Treasure Island / Yerba Buena Island Development Agreement (Ordinance No. 95-11) and related approvals.

Attachments & Transmittals

1. ATTACHMENT 1, Enlarged Copy of Map Notes Included on Parcel Map 10711.

2. Transmitted herewith are the following:

- i. Four (4) paper copies of the Motion approving said Parcel Map – one (1) copy in electronic format.
- ii. One (1) mylar signature sheet and one (1) paper set of the “Parcel Map No. 10711”, each comprising 16 sheets.
- iii. One (1) copy of the Tax Certificates from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
- iv. One (1) copy of all offers of improvement described on the Parcel Map.
- v. One (1) copy of the offer of dedication in fee for Lot of the Parcel Map.
- vi. One (1) copy of the letter from the City Planning Department, dated November 18, 2020, verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
- vii. One (1) copy of the letter from TIDA, determining the consistency of the Parcel Map with the Project Documents, City Regulations, and TIDA Project approvals.
- viii. One (1) copy of the TI Public Improvement Agreement.
- ix. One (1) copy of the First Amendment to the TI Public Improvement Agreement.
- x. One (1) copy of the August 30, 2022, e-mail from PG&E authorizing the filing of the Parcel Map without PG&E’s signature.

It is recommended that the Board of Supervisors adopt this legislation.

X DocuSigned by:
Katharine Anderson
Anderson, Katharine 122465...
City and County Surveyor

X DocuSigned by:
Albert Ko
Ko, Albert J 281DC30E04CF41A...
City Engineer

X DocuSigned by:
Carla Short
073CF73A4EA6486...
Short, Carla
Interim Director of Public Works



LETTER # 1
RESPOND BY: Nov 27, 2020

To: subdivision.mapping@sfdpw.org

London N. Breed
Mayor

Alaric Degrafinried
Acting Director

Suzanne Suskind, PE
Acting Deputy Director
and City Engineer

Bruce R. Storrs, P.L.S.
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.
Suite 300
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Re: Tentative Map No. **10711**
Assessor's Block/Lot: **1939--107, 1939-111, 1939-116, 8904-006**
Address: **A portion of treasure Island**
San Francisco, Ca

Check One:

The above-referenced application is approved as-is and there are no conditions required.

The above referenced application requires the following conditions below:

The above referenced application is approved subject to the conditions found in Planning Commission Motion No. 18326, Resolution No. 18327, and the Mitigation Monitoring and Reporting Program for Treasure Island / Yerba Buena Island Project dated April 7, 2011.

The above referenced application is disapproved for the following reasons:

Signed _____

Print Name Kate Conner

Bureau/division Planning Department



November 18, 2020

Subdivision and Mapping
Bureau of Street Use and Mapping
San Francisco Public Works
1155 Market Street
San Francisco, CA 94103

RE: A portion of Treasure Island APN 1939-107, 111, 116 & 8904-006 (associated with the Treasure Island and Yerba Buena Island Development Agreement project)
Planning Department File No. 2020-009848SUB (DPW Project ID # 10711)

BACKGROUND

On April 21, 2011, at a duly noticed joint public hearing with the Treasure Island Authority, the Planning Commission adopted Motion No. 18326, approving CEQA findings and certified the FEIR under Motion No. 18325. At the same hearing, the Commission adopted General Plan findings under Resolution No. 18328 and recommend approval of General Plan, Zoning Map and Text Amendments under Resolution Nos. 18327, 18331 and 18329. The Commission also approved the Treasure Island/Yerba Buena Island Design for Development under Resolution No. 18330 and adopted a recommendation for approval of the Treasure Island/Yerba Buena Island Development Agreement under Resolution No. 18333.

On June 14, 2011, at a duly noticed public hearing, the San Francisco Board of Supervisors adopted Ordinance No. 95-11 approving a Development Agreement for the Treasure Island/Yerba Buena Island Development Project and authorizing the Planning Director to execute this Agreement on behalf of the City. (the "Enacting Ordinance"). The Enacting Ordinance took effect on July 15, 2011. The following land use approvals relating to the Project were approved by the Board of Supervisors concurrently with the Development Agreement: the General Plan Amendment (Board of Supervisors Ord. No. 97-11), the Planning Code Text Amendment, and the Zoning Map amendments (Board of Supervisors Ord. No. 98-11, 96-11).

The Board of Supervisors has approved a series of prior maps for the Project, including a Final Transfer Map covering portions of Treasure Island and Yerba Buena Island in 2015 (No. 8674), a Final Maps covering portions of Treasure Island (No. 9235) and Yerba Buena Island (No. 9228) in 2018, a Final Transfer Map covering additional portions of Treasure Island in 2019 (No. 9837) and an additional Final Map covering a portion of Yerba Buena Island in July 2020 (No. 9856).

ACTION

The Planning Department recommends approval of the proposed Tentative Subdivision Map # 10711 for a portion of Treasure Island, APN 1939-107, 111, 116 & 8904-006, (Project) as submitted.

FINDINGS

The Planning Department hereby finds the proposed Tentative Subdivision Map to be consistent with the General Plan and the Priority Policies of Planning Code Section 101.1(b).

As contemplated by CA Public Resources Code Section 21166 and Cal. Code Regs ., tit. 14, § 15162, the Planning Department finds that this Project was previously evaluated under the FEIR, and no subsequent or supplemental EIR is required for the Application, because: 1) there are no substantial changes to the Project proposed by the Application which will require major revisions of the FEIR due to new significant impacts or a substantial increase in the severity of previously identified impacts; 2) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions in the FEIR due to new significant impacts or a substantial increase in the severity of previously identified impacts; 3) and there is no new information that has become available and shows new significant impacts, an increase in the severity of a previously identified significant impact, or changes related to the feasibility of, or new, mitigation measures and alternatives which would substantially reduce significant impacts and which were rejected. The Department also incorporates herein by reference the Planning Commission CEQA findings in its Motion No. 18325 and makes the mitigation measures identified in the MMRP attached hereto conditions of approval for this tentative map. These findings also apply to Public Works proposed grant of exceptions to the SF Subdivision Code or Subdivision Regulations, if any, that the Subdivider requested as part of the tentative subdivision map.

The Department has considered the entire record to determine, pursuant to Subdivision Map Act, Gov't Code § 66474(a)-(g), whether any of the criteria exist that would require denial of the Tentative Subdivision Map and finds that none of the criteria exist. The Department also determined pursuant to Gov't Code § 66412.3 and § 66473.1, that the proposed subdivision will facilitate the development of housing and provide for future natural heating or cooling opportunities to the extent feasible.

None of the conditions described in Government Code Sections 66474(a) through (g), inclusive, requiring denial of a tentative map, exist with respect to this subdivision, as documented by the Planning Department's findings dated April 21, 2011 and as further documented and determined herein:

- *Govt. Code § 66474(a): That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.*

The Tentative Map is consistent with the General Plan and Treasure Island/Yerba Buena Island Plan Area for the reasons set forth in Planning Commission Resolution No. 18328.

- *Govt. Code § 66474(b): That the design or improvement of the proposed subdivision is not consistent with*

applicable general and specific plans.

The Tentative Map, together with the provisions for its design and improvement, is consistent with the San Francisco General Plan and Treasure Island/Yerba Buena Island Plan Area for the reasons set forth in Planning Commission Resolution No. 18328.

- *Govt. Code § 66474(c): That the site is not physically suitable for the type of development.*

The site is physically suitable for the type of development. The FEIR evaluated potential environmental impacts associated with the development, which development is consistent with the Treasure Island/Yerba Buena Island Special Use District (SUD) and Plan Area. All required mitigation measures identified in the Mitigation Monitoring and Reporting Program will be applied to the Project.

- *Govt. Code § 66474(d): That the site is not physically suitable for the proposed density of development.*

The site is physically suitable for the proposed density of development and is consistent with the SUD as evaluated in the FEIR.

- *Govt. Code § 66474(e): That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Neither the design of the subdivision nor the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The FEIR incorporates a comprehensive evaluation of biological resources, including fish and wildlife and their habitat. All feasible and applicable mitigation measures identified in the MMRP will be applied to the Tentative Subdivision Map.

- *Govt. Code § 66474(f): That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems. Issues of public health, including, for example, geotechnical and soils stability, hazards and hazardous materials, and air quality impacts, were evaluated in the FEIR. All feasible and applicable mitigation measures identified in the MMRP will be applied to Tentative Map No. 10711 as a condition of this approval.

- *Govt. Code § 66474(g): That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of*

property within the proposed subdivision.

Neither the design of the subdivision nor the type of improvements will conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision. No such public easements for use or public access would be adversely affected by the proposed subdivision, and the Subdivider will be required to provide new easements as a condition of approval of the map as necessary for public access and use.

Pursuant to Subdivision Map Act, Gov't Code § 66412.3 and § 66473.1, the Department finds that the proposed subdivision with associated development complies with said criteria in that:

- (a) In carrying out the provisions of this division, each local agency shall consider the effect of ordinances and actions adopted pursuant to this division on the housing needs of the region in which the local jurisdiction is situated and balance these needs against the public service needs of its residents and available fiscal and environmental resources.*

This Parcel Map includes four parcels that were previously mapped as a part of Final Map No. 9235 within the first Treasure Island Subphase. Avenue of the Palms, a proposed public street (Final Map No. 9235 Lots E and J) is currently designed as a cul-de-sac. The Parcel Map proposes to re-subdivide Final Map No. 9235 Lots E, J, F, and 11 to remove the cul-de-sac at the southern end of Avenue of the Palms. Avenue of the Palms will instead be designed as a through-street, linking the right-of-way to Bruton Street. This will improve the flow of vehicle traffic on the island. The design of the proposed subdivision, in addition to previous subdivisions, will enable the construction of a vibrant mixed-use neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.

- (b) The design of a subdivision for which a tentative map is required pursuant to Section 66426 shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.*

The design of the proposed subdivision will provide, to the extent feasible, future passive or natural heating or cooling opportunities in the subdivision. To the extent feasible, the site layout and alignment of streets provides for southern facing windows and orients the buildings to maximize solar gains.

**EXHIBIT C:
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT
(Includes Text for Adopted Mitigation and Improvement Measures)**

MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<p>The ERO shall review the draft ARDP to ensure adherence to this mitigation measure and the standards and requirements set forth in the ARDTP. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the resource that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if non-destructive methods are practical.</p> <p>The scope of the ADRP shall include the following elements:</p> <ul style="list-style-type: none"> • Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations. • Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures. • Discard and De-accession Policy. Description of and rationale for field and post-field discard and de-accession policies. • Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archaeological data recovery program. • Security Measures. Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities. • Final Report. Description of proposed report format and distribution of results. • Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. 		<p>Prior to any demolition or removal activities, approval of interpretative materials to occur.</p> <p>Considered complete once verification of donation of occurs.</p>	<p>Consultant to prepare Archaeological Data Recovery Program in consultation with ERO. Final ADRP to be submitted to ERO with a copy to TIDA</p>	
<p>Human Remains and Associated or Unassociated Funerary Objects</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soils-disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner’s determination that the human</p>	<p>Project sponsors and their archaeologist(s), in consultation with ERO</p>	<p>Ongoing throughout soils-disturbing activities</p>	<p>If applicable, upon discovery of human remains and/or associated or unassociated funerary objects, the consultant shall</p>	

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<p>remains are Native American remains, notification of the California State NAHC who shall appoint a MLD (Pub. Res. Code Sec. 5097.98). The archaeological consultant, project sponsors, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Sec. 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.</p> <p>Final Archaeological Resources Report</p> <p>The archaeological consultant shall submit a Draft Final Archaeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archaeological resource and describes the archaeological and historical research methods employed in the archaeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Major Environmental Analysis division of the Planning Department shall receive two copies (bound and unbound) of the FARR, and one unlocked, searchable PDF copy on a compact disk. MEA shall receive a copy of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	<p>Project sponsors and their archaeologist, in consultation with ERO</p>	<p>Upon completion of construction at a given site</p> <p>Upon approval of Final Archaeological Resources Report by ERO</p>	<p>notify the Coroner of the City and County of San Francisco, and in the event of the Coroner’s determination that the human remains, notification of the California State Native American Heritage Commission who shall appoint a Most Likely Descendant (MLD) who shall make reasonable efforts to develop an agreement for the treatment of human remains and/or associated or unassociated funerary objects.</p> <p>Consultant to prepare draft and final Archeological Resources Report reports. The ERO to review and approve the Final Archeological Resources Report</p> <p>Consultant to transmit final, approved documentation to NWIC, the Planning Department., and TIDA</p>	

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<p>Mitigation Measure M-CP-3: Paleontological Resources Monitoring and Mitigation Program. The project sponsor shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a Paleontological Resources Monitoring and Mitigation Program. The PRMMP shall include a description of when and where construction monitoring would be required; emergency discovery procedures; sampling and data recovery procedures; procedure for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program.</p> <p>The PRMMP shall be consistent with the Society for Vertebrate Paleontology Standard Guidelines for the mitigation of construction-related adverse impacts to paleontological resources and the requirements of the designated repository for any fossils collected. During construction, earth-moving activities shall be monitored by a qualified paleontological consultant having expertise in California paleontology in the areas where these activities have the potential to disturb previously undisturbed native sediment or sedimentary rocks. Monitoring need not be conducted in areas where the ground has been previously disturbed, in areas of artificial fill, in areas underlain by nonsedimentary rocks, or in areas where exposed sediment would be buried, but otherwise undisturbed. This, by definition, would exclude all of Treasure Island; accordingly, this mitigation measure would apply only to work on Yerba Buena Island.</p> <p>The consultant’s work shall be conducted in accordance with this measure and at the direction of the City’s ERO. Plans and reports prepared by the consultant shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Paleontological monitoring and/or data recovery programs required by this measure could suspend construction of the Proposed Project for as short a duration as reasonably possible and in no event for more than a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce potential effects on a significant paleontological resource as previously defined to a less-than-significant level.</p>	<p>Project sponsors to retain appropriately qualified consultant to prepare PRMMP, carry out monitoring, and reporting for each excavation site on Yerba Buena Island</p>	<p>Prior to and during construction on each site involving excavation on Yerba Buena Island.</p> <p>The project paleontological consultant to consult with the ERO as indicated; completed when ERO accepts final report</p>	<p>ERO to approve final PRMMP.</p> <p>Consultant shall provide brief monthly reports to ERO during monitoring or as identified in the PRMMP, with copies to TIDA, and notify the ERO immediately if work should stop for data recovery during monitoring.</p> <p>The ERO to review and approve the final documentation as established in the PRMMP</p>	
<p><i>Cultural and Paleontological Resources (Historical Resources) Mitigation Measures</i></p>				
<p>Mitigation Measure M-CP-6: Review of Alterations to the Contributing Landscape of Building 1. During the design review process, TIDA is required, according to draft <i>Design for Development</i> Standard T5.10.1, to find that Building 1’s rehabilitation is consistent with the Secretary’s Standards. In making that finding, TIDA shall also consider any proposed alterations to and within the contributing</p>	<p>TIDA in consultation with qualified professional preservation architect,</p>	<p>During the design review process, prior to TIDA’s approval of design for Building 1</p>	<p>TIDA</p>	

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landscape areas identified by the HRE as contributing to the CRHR eligibility of Building 1. TIDA shall not approve a design proposal for Building 1 unless it makes a finding that any such alterations, when taken together with the alterations and additions to Building 1 itself, comply with the Secretary’s Standards.	architectural historian, and/or planner experienced with applying Secretary’s Standards to adaptive reuse projects			
Mitigation Measure M-CP-7: Review of New Construction within the Contributing Landscape West of Building 1. During the design review process, TIDA is required, according to the draft <i>Design for Development</i> (Standard T5.10.1), to find that Building 1’s rehabilitation is consistent with the Secretary’s Standards. In making that finding, TIDA shall also consider proposed new construction west of Building 1 within its associated contributing landscape areas. TIDA shall not approve a design proposal for Building 1 unless it makes a finding that any such new construction, when taken together with the alterations and additions to Building 1 itself, comply with the Secretary’s Standards.	TIDA in consultation with qualified preservation specialist	During the design review process, prior to TIDA’s approval of design for Building 1	TIDA	
<p>Mitigation Measure M-CP-9: Documentation and Interpretation</p> <p><u>Documentation</u></p> <p>The project sponsors shall retain a professional who meets the Secretary of the Interior’s Professional Qualifications Standards for Architectural History to prepare written and photographic documentation of the historical resource.</p> <p>The documentation for the property shall be prepared based on the National Park Service’s Historic American Building Survey (“HABS”) / Historic American Engineering Record (“HAER”) Historical Report Guidelines. This type of documentation is based on a combination of both HABS/HAER standards (Levels II and III) and the National Park Service’s policy for photographic documentation as outlined in the National Register of Historic Places and National Historic Landmarks (“NHL”) Survey Photo Policy Expansion.</p> <p>The written historical data for this documentation shall follow HABS/HAER Level I standards. The written data shall be accompanied by a sketch plan of the property. Efforts should also be made to locate original construction drawings or plans of the property during the period of significance. If located, these drawings should be photographed, reproduced, and included in the dataset. If construction drawings or plans cannot be located, as-built drawings shall be produced.</p> <p>Either HABS/HAER standard large format or digital photography shall be used. If</p>	<p>Project sponsors to retain qualified professional consultant.</p> <p>Consultant to prepare documentation</p> <p>TIDA shall review, request revisions if appropriate, and ultimately approve documentation</p>	<p>Prior to any action to demolish or remove the Damage Control Trainer, Consultant to submit HABS/HAER/HALS Guidelines documentation for review by TIDA.</p>	<p>Consultant to submit draft and final documentation prepared pursuant to HABS/HAER/HALS Guidelines to TIDA for review and approval.</p> <p>Following approval of documentation, consultant to transmit documentation to the SF History Center in SF Library, TIDA, Planning Department, and NWIC.</p>	

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<p>digital photography is used, the ink and paper combinations for printing photographs must be in compliance with NRHP-NHL Photo Policy Expansion and have a permanency rating of approximately 115 years. Digital photographs will be taken as uncompressed, TIF file format. The size of each image will be 1600x1200 pixels at 330 pixels per inch or larger, color format, and printed in black and white. The file name for each electronic image shall correspond with the index of photographs and photograph label.</p> <p>Photograph views for the dataset shall include (1) contextual views; (2) views of each side of each building and interior views, where possible; (3) oblique views of buildings; and (4) detail views of character-defining features, including features of the interiors of some buildings. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the dataset.</p> <p>All written and photographic documentation of the historical resource shall be approved by TIDA prior to any demolition and removal activities. The project sponsors shall transmit such documentation to the San Francisco History Center of the San Francisco Public Library, and to the Northwest Information Center of the California Historical Information Resource System.</p> <p><u>Interpretation</u></p> <p>The project sponsors shall provide a permanent display of interpretive materials concerning the history and architectural features of the historical resource within public spaces of Treasure Island. The specific location, media, and other characteristics of such interpretive display shall be approved by TIDA prior to any demolition or removal activities.</p>	<p>TIDA to establish location(s), media, and characteristics of the display.</p> <p>Project sponsors and their architectural historian to prepare the display</p>	<p>Prior to demolition or removal activities</p>	<p>TIDA</p>	

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<i>Transportation Mitigation Measures</i>				
<p>Mitigation Measure M-TR-1: Construction Traffic Management Program. The project sponsors shall develop and implement a Construction Traffic Management Plan (“CTMP”), consistent with the standards and objectives stated below and approved by TIDA, designed to anticipate and minimize transportation impacts of various construction activities associated with the Proposed Project.</p> <p>The Plan shall disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruptions and ensure that overall circulation on the Islands is maintained to the extent possible, with particular focus on ensuring pedestrian, transit, and bicycle connectivity and access to the Bay and to recreational uses to the extent feasible. The CTMP shall supplement and expand, rather than modify or supersede, any manual, regulations, or provisions set forth by SFMTA, Department of Public Works (“DPW”), or other City departments and agencies.</p> <p>Specifically, the CTMP shall:</p> <ul style="list-style-type: none"> • Identify construction traffic management best practices in San Francisco, as well as other jurisdictions that, although not being implemented in the City, could provide valuable information for a project of the size and characteristics of Treasure Island and Yerba Buena Island. • As applicable, describe procedures required by different departments and/or agencies in the City for implementation of a Construction Traffic Management Plan, such as reviewing agencies, approval processes, and estimated timelines. For example: <ul style="list-style-type: none"> – The construction contractor will need to coordinate temporary and permanent changes to the transportation network on Treasure Island and Yerba Buena Island with TIDA. Once Treasure Island streets are accepted as City streets, temporary traffic and transportation changes must be coordinated through the SFMTA’s Interdepartmental Staff Committee on Traffic and Transportation (“ISCOTT”) and will require a public meeting. As part of this process, the CTMP may be reviewed by SFMTA’s Transportation Advisory Committee (“TASC”) to resolve internal differences between different transportation modes. – For construction activities conducted within Caltrans right-of-way, Caltrans Deputy Directive 60 (DD-60) requires a separate Transportation Management 	<p>Project sponsors for each subphase, and their construction contractor(s) to prepare CTMP</p> <p>TIDA to coordinate with other City agencies and approve CTMP for each sub-development phase</p> <p>Construction contractors to disseminate appropriate information from the CTMP to employees and subcontractors.</p> <p>Project sponsors for each Sub-Phase and their construction contractor to implement approved CTMP, including each of the bulleted items</p>	<p>Prepare CTMP and submit for approval prior to construction of the first Sub-Phase of the first Major Phase, to be updated for each subsequent Sub-Phase</p> <p>In advance of construction activities in Caltrans</p>	<p>Construction contractors to report to TIDA, San Francisco Metropolitan Transportation Authority, and Department of Public Works, with copies to Planning Department, and TITMA</p> <p>Construction contractors and permit applicants to</p>	

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<p>Plan and contingency plans. These plans shall be part of the normal project development process and must be considered during the planning stage to allow for the proper cost, scope and scheduling of the TMP activities on Caltrans right-of-way. These plans should adhere to Caltrans standards and guidelines for stage construction, construction signage, traffic handling, lane and ramp closures and TMP documentation for all work within Caltrans right-of-way.</p> <ul style="list-style-type: none"> Changes to transit lines would be coordinated and approved, as appropriate, by SFMTA, AC Transit, and TITMA. The CTMP would set forth the process by which transit route changes would be requested and approved. Require consultation with other Island users, including the Job Corps and Coast Guard, to assist coordination of construction traffic management strategies. The project sponsors shall proactively coordinate with these groups prior to developing their CTMP to ensure the needs of the other users on the Islands are addressed within the Construction Traffic Management Plan. Identify construction traffic management strategies and other elements for the Proposed Project, and present a cohesive program of operational and demand management strategies designed to maintain acceptable levels of traffic flow during periods of construction activities. These include, but are not limited to, construction strategies, demand management activities, alternative route strategies, and public information strategies. For example, the project sponsors may develop a circulation plan for the Island during construction to ensure that existing users can clearly navigate through the construction zones without substantial disruption. Require contractors to notify vendors that STAA trucks larger than 65 feet exiting from the eastbound direction of the Bay Bridge may only use the off-ramp on the east side of Yerba Buena Island. 	<p>Project sponsors and construction contractor(s)</p> <p>Project sponsors and construction contractor(s)</p> <p>Construction contractor(s)</p>	<p>right-of-way</p> <p>Prior to completion of CTMP and during construction</p> <p>Prior to completion of CTMP and during construction</p> <p>When contracting with vendors</p>	<p>coordinate with Caltrans and submit Certification Checklist forms to Caltrans when appropriate</p> <p>Project sponsors to report to SFMTA, AC-Transit, and TITMA</p> <p>Construction contractor(s) to report vendor notifications to TIDA</p>	

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<p>Mitigation Measure M-TR-24: Provide Transit Only Lane between First Street on Treasure Island and the transit and emergency vehicle-only westbound Bay Bridge on-ramp. Implementation of Mitigation Measure M-TR-24 would only be triggered if the extent of actual vehicle queuing impacts the proposed Muni line 108-Treasure Island on Treasure Island Road and creates delays for Muni buses accessing the westbound transit-only on-ramp. As such, throughout the life of the project, the TITMA, in consultation with SFMTA and using SFMTA’s methodology, shall monitor the length and duration of potential queues on Treasure Island Road and the associated delays to Muni service. If the queues between First Street and the westbound on-ramp on the west side of Yerba Buena Island result in an operational delay to Muni service equal to or greater than the prevailing headway during the AM, PM or Saturday peak periods, SFMTA, in consultation with TITMA, shall implement a southbound transit-only lane between First Street on Treasure Island and the transit and emergency vehicle-only westbound Bay Bridge on-ramp. The implementation of a transit-only lane would be triggered if impacts are observed over the course of six months at least 50 percent of the time during the AM, PM, or Saturday peak periods.</p> <p>Implementation of this mitigation measure would entail the following:</p> <ul style="list-style-type: none"> • Elimination or reduction of the proposed median on Treasure Island Road between First Street and just south of Macalla Road; and • Elimination of the proposed southbound Class II bicycle lane on Treasure Island Road and a small portion of Hillcrest Road south of the intersection with Macalla Road. The Class I facility on Treasure Island Road connecting Treasure Island and the proposed new lookout point, just south of the Macalla Road intersection, would remain. Bicyclists who use the Class I path to the lookout point and continue on Treasure Island Road toward Hillcrest Road would have to share the lane with traffic, similar to other roadways where bicycle lanes are not provided. Bicyclists would still be able to use Class I bicycle paths and Class II bicycle lanes proposed on Macalla Road to connect between the Islands and the bicycle path on the new east span of the Bay Bridge. 	<p>TITMA to carry out monitoring</p> <p>Project sponsors and sponsors’ construction contractor to carry out restriping pursuant to SFMTA requirements and standards if/when determined necessary</p>	<p>TITMA, in consultation with SFMTA shall monitor the length and duration of potential queues on Treasure Island Road and the associated delays to Muni service on a quarterly (every 3 months) basis on a Saturday and three consecutive weekdays (Tuesday, Wednesday, and Thursday).</p> <p>Monitoring shall be increased to a monthly basis once delay to Muni is equal to or greater than the prevailing headway during the AM, PM, or Saturday peak periods.</p> <p>The monitoring shall begin upon installation of the metering light on the westbound on-ramp on the east side of YBI, or upon completion of 1,000 dwelling units, whichever occurs first.</p> <p>The measure shall be implemented when the queues between First Street and the westbound on-ramp on the west side of Yerba Buena Island result in an operational delay to Muni service</p>	<p>TITMA to report to SFMTA</p>	

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<p>responding to complaints about noise during construction. The telephone number of the Noise Disturbance Coordinator shall be conspicuously posted at the construction site and shall be provided to the City. Copies of the construction schedule shall also be posted at nearby noise-sensitive areas.</p>	<p>work with Coordinator and post construction schedule</p>			
<p>Mitigation Measure M-NO-1b: Pile Driving Noise-Reducing Techniques and Muffling Devices. The project sponsors and developers of each structure (project applicant) shall require the construction contractor to use noise-reducing pile driving techniques if nearby structures are subject to pile driving noise and vibration. These techniques shall include pre-drilling pile holes (if feasible, based on soils; see Mitigation Measure M-NO-2) to the maximum feasible depth, installing intake and exhaust mufflers on pile driving equipment, vibrating piles into place when feasible, and installing shrouds around the pile driving hammer where feasible.</p> <p>Construction contractors shall be required to use construction equipment with state-of-the-art noise shielding and muffling devices. In addition, at least 48 hours prior to pile-driving activities, the Project Applicant shall notify building owners and occupants within 500 feet of the project site of the dates, hours, and expected duration of such activities.</p>	<p>Project sponsors and developers of each structure to require construction contractor(s) to identify the selected noise-reducing pile driving techniques and noise shielding and muffling devices</p>	<p>During construction of each phase, if pile driving is required.</p> <p>Notification of building owners and occupants within 500 feet of the project site of the dates, hours, and expected duration of such activities shall occur at least 48 hours prior to pile driving activities,.</p>	<p>Project sponsors shall report technique proposed to be used to DPW if construction is permitted under a street permit, or DBI if construction is under a site or building permit.</p> <p>Project sponsors shall report notifications to TIDA and Planning Department</p>	
<p>Mitigation Measure M-NO-2: Pre-Construction Assessment to Minimize Impact Activity and Vibro-compaction Vibration Levels. The project sponsors shall engage a qualified geotechnical engineer to conduct a pre-construction assessment of existing subsurface conditions and the structural integrity of nearby buildings subject to impact or vibrocompaction activity impacts before a building permit is issued. If recommended by the geotechnical engineer, for structures or facilities within 50 feet of impact or vibro-compaction activities, the Project Applicant shall require ground-borne vibration monitoring of nearby structures. Such methods and technologies shall be based on the specific conditions at the construction site such as, but not limited to, the pre-construction surveying of potentially affected structures and underpinning of foundations of potentially affected structures, as necessary.</p> <p>The pre-construction assessment shall include a monitoring program to detect ground settlement or lateral movement of structures in the vicinity of impact or vibro-compaction activities. Monitoring results shall be submitted to the Department of Building Inspection. In the event of unacceptable ground movement, as determined by the Department of Building Inspection, all impact and/or vibro-compaction work shall cease and corrective measures shall be implemented. The impact and vibro-compaction program and ground stabilization measures shall be reevaluated and approved by the Department of Building</p>	<p>Project sponsors and qualified geotechnical engineer(s) engaged by project sponsors</p>	<p>Pre-construction assessment shall occur prior to commencement of construction of each phase of site preparation or grading and prior to construction of each building, where use of impact or vibro-compaction methods are proposed.</p> <p>Monitoring shall occur, if recommended, during impact activities and vibro-compaction and during other ground stabilization measures as</p>	<p>Geotechnical engineer to submit pre-construction assessments to the Department of Building Inspection.</p> <p>Geotechnical engineer shall provide reports of results of monitoring programs to Department of Building Inspection for review and approval</p>	

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MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
Inspection.		recommended by geotechnical engineer		
Mitigation Measure M-NO-5: Residential, School, and Transient Lodging Land Use Plan Review by Qualified Acoustical Consultant. To ensure that automobile and ferry traffic induced interior L_{max} noise levels at nearby uses do not exceed an interior noise level standard of 45 dBA (L_{dn}), the developer of each new residential, scholastic, or hotel land uses planned for the Development Plan Area shall be required to engage a qualified acoustical consultant to prepare plans for the applicable development project, and to follow their recommendations to provide acoustical insulation or other equivalent measures to ensure that interior peak noise events would not exceed 45 dBA (L_{dn}). Similar to requirements of Title 24, this Plan shall include post-construction monitoring to verify adequacy of noise attenuation measures.	Project sponsor(s) for each new residential, educational or hotel building to retain qualified acoustical consultants to prepare plans for acoustical insulation, and following construction and occupancy to monitor for adequacy of measures	Prior to completion of design and issuance of the first building permit allowing commencement of construction of each new residential or hotel building, or new or upgraded educational facility Monitoring to be carried out at least one time within one year following completion and occupancy of each residential, hotel, or educational building	Consultant(s) to submit reports to Department of Building Inspection. Building designers to follow the recommendations of the acoustical consultant. DBI to review plans to ensure recommendations are included in plans. Monitoring report to be filed with DBI by acoustical consultant	
Mitigation Measure M-NO-6: Stationary Operational Noise Sources. All utility and industrial stationary noise sources (e.g., pump stations, electric substation equipment, etc.) shall be located away from noise sensitive receptors, be enclosed within structures with adequate setback and screening, be installed adjacent to noise reducing shields or constructed with some other adequate noise attenuating features to achieve acceptable regulatory noise standards for industrial uses as well as to achieve acceptable levels at the property lines of nearby residences or other sensitive uses, as determined by the San Francisco Land Use Compatibility Guidelines for Community Noise standards. Once the stationary noise sources have been installed, noise levels shall be monitored to ensure compliance with local noise standards. If project stationary noise sources exceed the applicable noise standards, an acoustical engineer shall be retained by the applicant to install additional noise attenuation measures in order to meet the applicable noise standards.	TIDA, in consultation with SFPUC if appropriate, to establish appropriate locations for utility and industrial facilities that could produce noise and project sponsors to require appropriate noise attenuating features in design Project sponsors to retain qualified expert to monitor	Site and noise attenuation features to be established during design of each utility or industrial stationary noise source Monitoring to be carried out within three months of installation of stationary noise sources, at each structure with stationary noise sources	Reports of monitoring results to be submitted to TIDA with copies to Planning Department	

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	sound from each stationary noises source, and retain qualified acoustical engineer if noise standards are exceeded.			
<i>Air Quality Mitigation Measures</i>				
<p>Mitigation Measure M-AQ-1: Implementation of BAAQMD-Identified Basic Construction Mitigation Measures. The following eight BAAQMD-identified construction mitigation measures shall be incorporated into the required Construction Dust Control Plan for the Proposed Project:</p> <ol style="list-style-type: none"> 1. All exposed surfaces shall be watered two times daily. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet-power vacuum street sweepers at least once per day. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes. Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturers specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations. 	Project sponsors to prepare Construction Dust Control Plan, and project sponsors and their construction contractors to implement Construction Dust Control Plan Construction contractors to post contact person and telephone numbers	Department of Building Inspection (DBI) will not issue building permits until Department of Public Health (SFDPH) has approved Construction Dust Control Plan Dust Control Plans to be prepared and implemented during each phase of site preparation and building construction	SFDPH to review and approve Construction Dust Control Plan and notify DBI of the approval	
<p>Mitigation Measure M-AQ-2: Construction Exhaust Emissions. TIDA shall require project sponsors to implement combustion emission reduction measures, during construction activities, including the following measures:</p> <ul style="list-style-type: none"> • The contractor shall keep all off-road equipment well-tuned and regularly serviced to minimize exhaust emissions, and shall establish a regular and frequent check-up 	TIDA shall require, and project sponsors and their construction	Project sponsors, with assistance from construction contractors, shall submit quarterly	TIDA and DBI in Tidelands Trust Overlay Zone Planning Department and	

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<p>and service/maintenance program for equipment.</p> <ul style="list-style-type: none"> Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, unless such idling is necessary for proper operation of the equipment. Clear signage shall be provided for construction workers at all access points. <p>TIDA shall require that project sponsors also engage in early implementation of the following combustion emission reduction measures, during construction activities:</p> <ul style="list-style-type: none"> The project applicant shall utilize EPA Tier 3 engine standards or better at the start of construction for all off-road equipment, or utilize Retrofit Emission Control Devices which consist of diesel oxidation catalysts, diesel particulate filters or similar retrofit equipment control technology verified by the California Air Resources Board (“CARB”) (http://www.arb.ca.gov/diesel/verdev/verdev.htm). The project applicant shall utilize EPA Tier 4 engine standards or better for 50 percent of the fleet at construction initiation, increasing to 75 percent by 2015, and 100 percent by 2018, to the extent that EPA Tier 4 equipment is commercially available. The project applicant shall utilize 2010 or newer model year haul trucks, to the extent that they are commercially available. Diesel-powered generators for construction activity shall be prohibited as a condition of construction contracts for each Major Phase, unless TIDA has made a finding in writing in connection with the Major Phase that there are no other commercially available alternatives to providing localized power. 	contractors, shall implement	reports regarding compliance with measures and implementation of emission reduction strategies and use of Tier 3 or Tier 4 or equivalent equipment during construction through 2018 and annually thereafter until buildout.	DBI outside of Trust Overlay Zones	
<p>Mitigation Measure M-AQ-3: At the submission of any Major Phase application, TIDA shall require that an Air Quality consultant review the proposed development in that Major Phase along with existing uses and uses approved in prior Major Phases to determine whether the actual project phasing deviates materially from the representative phasing plan. If the Air Quality consultant determines the possible impact of the actual phasing could result in a significant impact on any group of receptors, then TIDA shall require that the applicant implement in connection with that Major Phase best management practices to the extent that TIDA determines feasible to reduce construction emissions in accordance with Mitigation Measures M-AQ-1, M-AQ-2, and M-AQ-4. TIDA shall also determine whether Tier 3 or Tier 4 engines, non-diesel powered generators, or year 2010 or newer haul trucks are commercially available for that phase, and, if so, require the use of such engines or haul trucks.</p>	TIDA for horizontal construction or Planning Department for vertical construction outside Tidelands Trust Overlay Zone, and an air quality consultant	Review of phasing by air quality consultant to occur prior to approval of each Major Phase Application. If required, BMPs to be included prior to commencement of construction for each Sub-Phase within each Major Phase	TIDA and DBI or Planning Department and DBI as applicable	

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<p>Mitigation Measure M-AQ-4: Implement Additional Construction Mitigation Measures Recommended for Projects with Construction Emissions Above Thresholds. TIDA shall require the project sponsors to implement all of the following mitigation measures identified by BAAQMD, to the extent feasible, for projects that exceed construction thresholds that would be applicable to reducing PM2.5 emissions. Although there may be some overlap, these mitigation measures are identified by BAAQMD as additional to those identified in Mitigation Measure AQ-1 which BAAQMD identifies as recommended for all projects regardless of whether thresholds are exceeded:</p> <ol style="list-style-type: none"> 1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. 2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. 3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity. 4. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. 5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. 6. Activities shall be phased to reduce the amount of disturbed surfaces at any one time. 7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site. 8. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel. 9. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent. 10. Minimizing the idling time of diesel-powered construction equipment to two minutes. 11. Same as Mitigation Measure AQ-2. 	<p>TIDA shall require, and project sponsors and their construction contractors, shall implement</p>	<p>Project sponsors, with assistance from construction contractors, shall submit quarterly reports regarding implementation</p>	<p>TIDA, Planning Department, and DBI</p>	

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<p>minimize risks and prevent injuries to workers and to members of the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by very strong winds, as well as from temporary signage, siding or roofing, or light structures that could be detached and carried by wind. As part of construction site safety planning, the project sponsors shall require, as a condition of the contract, that contractors shall consider all such wind-related risks to the public that could result from their construction activities and shall develop a safety plan to address and control all such risks related to their work.</p> <p>3. TIDA shall ensure, by conditions of approval for horizontal work activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all structural measures and precautions identified by the wind consultant.</p> <p>4. TIDA shall document undertaking the actions described in this mitigation measure, including copies of all reports furnished for vertical development by the Planning Department. TIDA shall maintain records that include, among others: the technical memorandum from the EIR; all written recommendations and memoranda, including any reports of wind testing results, prepared by the wind consultant(s) in the conduct of the reviews and evaluations described in this mitigation measure; and memoranda or other written proof that all constructed buildings incorporate the requisite design mitigations that were specified by the wind consultant(s).</p>	<p>Project sponsors and their construction contractors</p> <p>TIDA and Planning Department</p> <p>TIDA</p>	<p>Prior to issuance of a building permit for each structure</p> <p>Prior to issuance of building permit for each structure and each site permit</p> <p>Throughout all phases of construction</p>	<p>TIDA and Department of Building Inspection</p> <p>TIDA</p> <p>Planning Department shall provide to TIDA all reports prepared for vertical development. TIDA shall document undertaking the action and maintain records for horizontal improvements and maintain records for vertical development.</p>	

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<p><u>Mitigation Measure M-WS-4: Ongoing Review and Mitigation of Hazardous Wind Impacts</u></p> <p>1. Prior to schematic design approval of the building(s) on any parcel within the Project, the Planning Department shall require that a qualified wind consultant shall review and compare the exposure, massing, and orientation of the proposed building(s) on the subject parcel to the building(s) on the same parcel in the representative massing model of the Proposed Project tested in the wind tunnel as part of this EIR and in any subsequent wind testing. The wind consultant shall identify and compare the potential impacts of the proposed building(s) relative to those described in this EIR.</p> <p>The wind consultant’s analysis and evaluation shall consider the proposed building(s) in the context of the “Current Project,” which, at any given time during construction of the Project, shall be defined as the building masses used in the representative massing model of the Proposed Project, as described in this EIR, except as modified to replace appropriate building massing models with the corresponding as-built designs of all previously-completed structures and the then-current designs of approved but yet unbuilt structures. Finally, the proposed building(s) shall be compared to its equivalent current setting (the Current Project scenario).</p> <p>a. If the qualified wind consultant concludes that the building design(s) would not create a new wind hazard and would not contribute to a wind hazard identified by prior wind testing, no further review would be required.</p> <p>b. If the qualified wind consultant concludes that the building design(s) could create a new wind hazard or could contribute to a wind hazard identified by prior wind testing, but in the consultant’s professional judgment can be modified to prevent it from doing so, the consultant shall propose changes or supplements to the design of the proposed building(s) to achieve this result. The consultant may consider measures that include, but are not limited to, changes in design, building orientation, and/or the addition of street furniture, as well as consideration of the proposed landscaping.</p> <p>The wind consultant shall work with the project sponsors and/or architect to identify specific feasible changes to be incorporated into the Project. To the extent the consultant’s findings depend on particular building or landscaping features, the consultant shall specifically identify those essential features. The project sponsors shall incorporate those features into the</p>	<p align="center">Planning Department, project sponsors’ wind consultant(s), and project sponsors’ architects and engineers</p>	<p align="center">Prior to schematic design approval of the building(s) on any parcel within the Project Development Area</p>	<p align="center">Planning Department and DBI to review</p>	

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<p>building's/buildings' design and landscaping plans. If the wind consultant can then conclude that the modified building's/buildings' design and landscaping would not create a new wind hazard or contribute to a wind hazard identified in prior wind testing, no further review would be required.</p> <p>Although a goal of this effort is to limit the wind effects of the building(s) to (1) cause the same or fewer number of hours of wind hazard in the immediate vicinity compared to the building(s) on that parcel as identified by prior wind testing, and (2) subject no more area to hazardous winds than was identified by prior wind testing, it should not be expected that all of the wind hazard(s) identified in prior wind testing would be eliminated by this measure.</p> <p>c. If, at this point in the analysis, the consultant concludes that the building(s) would cause a new wind hazard or increase a wind hazard identified in prior wind testing, <u>and</u> if the consultant concludes that the new or additional wind hazard is not likely to be eliminated by measures such as those described above, the consultant may determine that additional wind tunnel testing would be required. Wind tunnel testing would also be required if the consultant, due to complexity of the design or the building context, is unable to determine whether likely wind hazards would be greater or lesser than those identified in prior wind testing.</p> <p>In the event the building's design would appear to increase the hours of wind hazard or extent of area subject to hazard winds, the wind consultant shall identify design alterations that could reduce the hours or extent of hazard. The wind consultant shall work with the developer and/or architect to identify specific alterations to be incorporated into the project. It is not expected that in all cases that the wind hazard(s) identified in this EIR would be completely eliminated. To the extent the wind consultant's findings depend on particular building design features or landscaping features in order to meet this standard, the consultant shall identify such features, and such features shall be incorporated into the design and landscaping.</p> <p>2. If wind testing of an individual or group of buildings is required, the building(s) shall be wind tested in the context of a model (subject to the neighborhood group geographic extent described below) that represents the Current Project, as described in Item 1, above. Wind testing shall be performed for the building's/buildings' "Neighborhood" group, i.e. the surrounding blocks (at least three blocks wide and several blocks deep) within which the wind consultant determines wind hazards caused by or affected by the building(s) could occur.</p>				

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<p>The testing shall include all the test points in the vicinity of a proposed building or group of buildings that were tested in this EIR, as well as all additional points deemed appropriate by the consultant to determine the building's/buildings' wind performance. The wind testing shall test the proposed building design in the Current Project scenario, as well as test the existing Current Project scenario, in order to clearly identify those differences that would be due to the proposed new building.</p> <p>In the event that wind testing shows that the building's design would cause an increase in the hours of or extent of area subject to hazard winds in excess of that identified in prior wind testing, the wind consultant shall work with the project sponsors, architect and/or landscape architect to identify specific feasible alterations to be incorporated into the building(s). To the extent that avoiding an increase in wind hazard relies on particular building design or landscaping features, these building design or landscaping features shall be incorporated into the design by the project sponsors. The ability of the design alterations to reduce the wind hazard shall be demonstrated by wind tunnel testing of the modified design.</p> <p>Although a goal of this effort should be to limit the building's/buildings' wind effect to (1) cause the same or fewer number of hours of wind hazard in the immediate vicinity compared to the building(s) on that parcel as identified by prior wind testing, and (2) subject no more area to hazardous winds than was identified by prior wind testing, it should not be expected that all of the wind hazard(s) identified in the prior wind testing or in the current wind testing under this mitigation measure would be eliminated.</p> <p>3. TIDA shall document undertaking the actions described in this mitigation measure, including copies of all reports furnished for vertical development by the Planning Department. TIDA shall maintain records that include, among others: the technical memorandum from the EIR; all written recommendations and memoranda, including any reports of wind testing results, prepared by the wind consultant(s) in the conduct of the reviews and evaluations described in this mitigation measure; and memoranda or other written proofs that all constructed buildings incorporate the requisite design mitigations that were specified by the wind consultant(s).</p>	<p>TIDA to maintain documentation</p>	<p>Ongoing until full buildout</p>	<p>Planning Department to provide copies of documentation for vertical development to TIDA as they are prepared.</p>	

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Biological Resources Mitigation Measures				
<p>Mitigation Measure M-BI-1a: Surveys for Special-Status Plants. On Yerba Buena Island, presence/absence surveys for special-status plants shall be conducted by a qualified botanist prior to any ground disturbance. In the event that special-status plant populations are found during the surveys, the lead agency will avoid disturbance to the species by establishing a visible avoidance buffer zone of not less than 25 feet. If it is not feasible to avoid disturbance or mortality, then special-status plant populations will be restored on-site at a 1:1 ratio in areas that are to remain as post-development open space.</p>	<p>Project sponsors to retain qualified professional consultant to carry out and report on surveys TIDA to maintain copies of all reports</p>	<p>Prior to construction for each phase on YBI, a preconstruction survey shall be conducted within the construction area in the spring (May and June) by a qualified botanist.</p>	<p>TIDA to provide copies of all survey reports to Planning Department</p>	
<p>Mitigation Measure M-BI-1b: Pre-project Surveys for Nesting Birds. Pre-project surveys shall be conducted by a qualified biologist for nesting birds between February 1st and August 15th if ground disturbance or tree removal is scheduled to take place during that period. If bird species protected under the Migratory Bird Treaty Act (“MBTA”) or the California Fish and Game Code are found to be nesting in or near any work area, an appropriate no-work buffer zone (e.g., 100 feet for songbirds) shall be designated by the biologist. Depending on the species involved, input from the California Department of Fish and Game (“CDFG”) and/or the U.S. Fish and Wildlife Service (“USFWS”) Division of Migratory Bird Management may be warranted. As recommended by the biologist, no activities shall be conducted within the no-work buffer zone that could disrupt bird breeding. Outside of the breeding season (August 16 – January 31), or after young birds have fledged, as determined by the biologist, work activities may proceed.</p>	<p>Project sponsors to retain qualified professional consultant to carry out preconstruction surveys in consultation with CDFG and/or USFWS, as appropriate. TIDA to maintain copies of all reports</p>	<p>Preconstruction surveys shall be conducted for work scheduled during the breeding season (February through August). The preconstruction survey shall be conducted within 15 days prior to the start of work from February through May, and within 30 days prior to the start of work from June through August. If active nests of protected birds are found in the work area, no work will be allowed within the buffer(s), until the young have successfully fledged.</p>	<p>Copies of all reports to be provided to TIDA and Planning Department</p>	
<p>Mitigation Measure M-BI-1c: Minimizing Disturbance to Bats. Removal of trees or demolition of buildings showing evidence of bat activity shall occur during the period least likely to impact the bats as determined by a qualified bat biologist (generally between February 15 and October 15 for winter hibernacula and between August 15 and April 15 for maternity roosts). If active day or night roosts are found, the bat biologist shall take actions to make such roosts unsuitable habitat prior to tree removal or building demolition. A no-disturbance buffer of 100 feet shall be created around active bat roosts being used for</p>	<p>Project sponsors to retain qualified bat biologist to carry out surveys, in consultation with CDFG if buffer is proposed to be</p>	<p>Throughout the construction phases, with particular attention prior to construction at each site and/or structure</p>	<p>Copies of all reports to be provided to TIDA and Planning Department</p>	

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maternity or hibernation purposes. A reduced buffer could be provided for on a case-by-case basis by the bat biologist, in consultation with CDFG and based on site-specific conditions. Bat roosts initiated during construction are presumed to be unaffected, and no buffer would necessary.	reduced. TIDA to maintain copies of all reports			
Mitigation Measure M-BI-1d: Control of Domestic and Feral Animals. To avoid conflicts with wildlife on Yerba Buena Island and the remaining natural habitats on Yerba Buena Island, the Islands’ Covenants, Conditions and Restrictions, TIDA Rules and Regulations, and/or other similar enforceable instruments or regulations, shall prohibit off-leash dogs outside of designated, enclosed, off-leash dog parks on Yerba Buena Island and the feeding of feral cats on both islands. Building tenants shall be provided with educational materials regarding these restrictions, rules, and/or regulations. Non-resident pet owners and the public using the Islands shall be alerted to these restrictions, rules, and/or regulations through appropriate signage in public areas.	Project sponsors to include in CCRs and/or TIDA to include in rules and regulations and post appropriate signage Project sponsors and individual site developers to provide information to building tenants	Preparation of rules, regulations, and covenants prior to each Major Phase; Communications to tenants and visitors, prior to occupation of new structures, and ongoing	TIDA	
Mitigation Measure M-BI-1e: Monitoring During Off-Shore Pile Driving. Site-specific conditions during all offshore pile driving shall be monitored by a qualified marine biologist to ensure that aquatic species within the project area would not be impacted, that harbor seals at nearby Yerba Buena Island, at occasional Treasure Island haul-outs, and while in transit along the western shoreline of Treasure Island during work on the Ferry Terminal and in Clipper Cove during work on the Sailing Center, are not disturbed, and that sound pressures outside the immediate project area do not exceed 160 dB at 500 meters from the source. If this threshold is exceeded or avoidance behavior by marine mammals or fish is observed by the on-site marine biologist, bubble curtains will be used to reduce sound/vibration to acceptable levels. In addition the following measures shall be employed to further reduce noise from pile-driving activities: <ul style="list-style-type: none"> • Use as few piles as necessary in the final terminal design; • Use vibratory hammers for all steel piles; • Use cushion blocks between the hammer and the pile; • Restrict pile driving to June 1 to November 30 work window as recommended by NOAA Fisheries to protect herring and salmonids; 	Project sponsors and project sponsors' qualified marine biologist(s) and acoustical consultant(s)	During off-shore pile driving for each phase of in-water construction for Ferry Terminal and Sailing Center	TIDA and Dept. of Building Inspection	

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If marine mammals are observed within 1,000 feet of pile driving activities, allow them to completely exit the vicinity of the pile driving activities before pile driving resumes.				
Mitigation Measure M-BI-2a: Restriction of Construction Activities. Geotechnical stabilization, shoreline heightening and repair work, stormwater outfall improvements, and other Project activities conducted in and around the Islands’ rocky shoreline shall be generally restricted to the terrestrial and upper intertidal zones. Activities in the lower intertidal and near subtidal zone shall be minimized to the maximum extent practicable, using the smallest area and footprint for disturbance as possible. Outside of planned dredging areas (Ferry Terminal and the Sailing Center) movement and disturbance of existing rocks in the lower intertidal zone shall be prohibited.	Project sponsors and project sponsors' qualified marine biologist(s), in consultation with CDFG as necessary, to establish limitations on construction activities	During any construction conducted in and around the Islands’ rocky shoreline	Biologists to provide quarterly reports to TIDA	
Mitigation Measure M-BI-2b: Seasonal Limitations on Construction Work. Construction work on the Islands’ shoreline shall be conducted between March 1 and November 30 to avoid any disturbance to herring spawning occurring in SAV surrounding Treasure Island.	Project sponsors and their qualified marine biologist(s)	During construction activities conducted on and around the Islands’ shoreline, limited to March 1 to November 30	Project sponsors to report to TIDA re construction schedules for work on and near shoreline	
Mitigation Measure M-BI-2c: Eelgrass Bed Survey and Avoidance. Within three to six months of the initiation of construction activities that might affect SAV beds, and not less frequently than biennially (every two years) thereafter, all eelgrass beds shall be surveyed or otherwise identified, including their proximity to and potential impact from ongoing or pending onshore or offshore activities. All TIDA staff in charge of overseeing construction for the Proposed Project, and all construction contractors and subcontractors involved in Project construction activities in Bay waters that are within a quarter mile of Treasure Island and Yerba Buena Island, along Treasure Island’s shoreline, or involved in transporting materials and supplies by water to either Island shall be required to undergo thorough environmental training. This training shall present information on the locations of all eelgrass beds, the kinds of construction and vessel transit activities that can impact eelgrass beds, all mitigation measures that contractors must adhere to so that any disturbance or damage to eelgrass beds may be avoided and the beds protected, and who to notify in the event of any disturbance. Any work barges or vessels engaged in construction activities shall avoid transiting through and anchoring in any eelgrass beds located around Treasure Island. TIDA personnel	Project sponsors and project sponsors' qualified marine biologist(s) and project sponsors and their construction contractors (including boat operators and crew)	First survey to occur 3 to 6 months prior to initiation of construction on eastern or southern shorelines or prior to initial delivery of construction materials by water. Regular surveys to occur every 2 years thereafter until construction and materials deliveries by water are completed. Training to occur prior to initiation of work by each construction contractor	Marine biologist(s) to report to TIDA on survey schedules and results of surveys. Marine biologist(s) to report to TIDA on each training session with copies to Planning Department	

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MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
responsible for overseeing Project contractors, as well as all Project contractor and subcontractor management personnel, shall ensure that all boat operators and work crews are aware of eelgrass bed locations and the requirement to avoid disturbing them.				
<p>Mitigation Measure M-BI-4a: Minimizing Bird Strikes. Prior to the issuance of the first building permit for each building in the Proposed Project, project applicants shall have a qualified biologist experienced with bird strikes review the design of the building to ensure that it sufficiently minimizes the potential for bird strikes and report to the Planning Department. The Planning Department may consult with resource agencies such as the California Department of Fish and Game or others, as it deems appropriate.</p> <p>The building developer shall provide to the Planning Department a written description of the measures and features of the building design that are intended to address potential impacts on birds, with a copy to TIDA of the final measures approved by the Planning Department or Commission. Building developers are encouraged to coordinate with the Planning Department early in the design process regarding design features intended to minimize bird strikes. The design shall include some of the following measures or measures that are equivalent to, but not necessarily identical to, those listed below, as new, more effective technology for addressing bird strikes may become available in the future:</p> <ul style="list-style-type: none"> • Employ design techniques that create “visual noise” via cladding or other design features that make it easy for birds to identify buildings as such and not mistake buildings for open sky or trees; • Decrease continuity of reflective surfaces using “visual marker” design techniques, which techniques may include: <ul style="list-style-type: none"> – Patterned or fritted glass, with patterns at most 28 centimeters apart, – One-way films installed on glass, with any picture or pattern or arrangement that can be seen from the outside by birds but appear transparent from the inside, – Geometric fenestration patterns that effectively divide a window into smaller panes of at most 28 centimeters, and/or – Decals with patterned or abstract designs, with the maximum clear spaces at most 28 centimeters square. • Up to 40 feet high on building facades facing the shoreline, decrease reflectivity of glass, using design techniques such as plastic or metal screens, light-colored 	<p>Project sponsors to retain qualified biologist(s) experienced with bird strikes</p> <p>and</p> <p>Project sponsors and their architects</p> <p>and</p> <p>during operation, building managers to implement the building design features and measures.</p>	<p>Prior to the issuance of the first building or site permit for each building in the Proposed Project</p> <p>and</p> <p>ongoing as buildings are occupied</p>	<p>TIDA and Planning Department to maintain copies of biological reports for each building.</p> <p>Project sponsors to report to the Planning Department on implementation of building design measures for buildings on non-Trust property, and to TIDA for buildings on Trust property.</p> <p>Building managers to provide annual reports to TIDA on implementation of measures related to building operations, including lighting, education activities, and landscape maintenance.</p>	

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**EXHIBIT C:
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT
(Includes Text for Adopted Mitigation and Improvement Measures)**

MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<p>blinds or curtains, frosting of glass, angling glass towards the ground, UV-A glass, or awnings and overhangs;</p> <ul style="list-style-type: none"> • Eliminate the use of clear glass on opposing or immediately adjacent faces of the building without intervening interior obstacles such that a bird could perceive its flight path through the glass to be unobstructed; • Mute reflections in glass using strategies such as angled glass, shades, internal screens, and overhangs; and • Place new landscapes sufficiently away from glazed building facades so that no reflection occurs. Alternatively, if planting of landscapes near a glazed building façade is desirable, situate trees and shrubs immediately adjacent to the exterior glass walls, at a distance of less than 3 feet from the glass. Such close proximity will obscure habitat reflections and will minimize fatal collisions by reducing birds’ flight momentum. <p><u>Lighting</u></p> <p>The Planning Department shall similarly ensure that the design and specifications for buildings on non-Trust property, and TIDA shall ensure that the design and specifications for sports facilities/playing fields and buildings on Trust property, implement design elements to reduce lighting usage, change light direction, and contain light. These include, but are not limited to, the following considerations:</p> <ul style="list-style-type: none"> • Avoid installation of lighting in areas where not required for public safety; • Examine and adopt alternatives to bright, all-night, floor-wide lighting when interior lights would be visible from the exterior or exterior lights must be left on at night, including: <ul style="list-style-type: none"> – Installing motion-sensitive lighting, – Installing task lighting, – Installing programmable timers, and – Installing fixtures that use lower-wattage, sodium, and blue-green lighting. • Install strobe or flashing lights in place of continuously burning lights for obstruction lighting. • Use rotating beams instead of continuous light; and • Where exterior lights are to be left on at night, install fully shielded lights to contain and direct light away from the sky, as illustrated in the City of Toronto’s Bird Friendly Building Guidelines. 				

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<p><u>Antennae, Monopole Structures, and Rooftop Elements</u> The Planning Department shall ensure, as a condition of approval for every building permit, that buildings minimize the number of and co-locate rooftop-antennas and other rooftop equipment, and that monopole structures or antennas on buildings, in open areas, and at sports and playing fields and facilities do not include guy wires.</p> <p><u>Educating Residents and Occupants</u> The Planning Department shall ensure, as a condition of approval for every building permit issued for non-Trust property, and TIDA shall ensure, as a condition of approval for every building permit for Trust property, that the permit applicant agrees to provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows, especially during peak spring and fall migratory periods, by turning off unnecessary lighting and/or closing window coverings at night. TIDA shall review and approve the educational materials prior to building occupancy.</p> <p><u>Documentation</u> TIDA shall document undertaking the activities described in this mitigation measure and maintain records that include, among others, the written descriptions provided by the building developer of the measures and features of the design for each building that are intended to address potential impacts on birds, and the recommendations and memoranda prepared by the qualified biologist experienced with bird strikes who reviews and approves the design of the building or sports facilities / playing fields to ensure that it sufficiently minimizes the potential for bird strikes.</p>	<p align="center">TIDA and Planning Department</p>	<p align="center">ongoing</p>	<p align="center">TIDA and Planning Department</p>	
<p>Mitigation Measure M-BI-8 (Variant B3): Minimize Disturbance to Newly Established Sensitive Species During Construction of Southern Breakwater.</p> <p>If Variant B3 is selected as the preferred ferry terminal breakwater approach, prior to initiation of any construction activities for the southern breakwater, a survey of the construction area shall be conducted by a qualified marine biologist to assess the presence of eelgrass (<i>Zostera spp.</i>) beds, green sturgeon or other protected fish species, and utilization by marine mammals, primarily harbor seals (<i>Phoca vitulina</i>) and California sea lions (<i>Zalophus californianus</i>). Survey results will be submitted to TIDA, and by TIDA to the ACOE, BCDC, NMFS, and CDFG.</p> <p>In the event the survey shows that eelgrass (<i>Zostera spp.</i>) has established beds within the proposed construction area of the southern breakwater or within close proximity, such that</p>	<p>Project sponsors and project sponsors' qualified marine biologist(s) to carry out surveys in consultation with ACOE, BCDC, NMFS, and CDFG, where necessary</p> <p>Project sponsors & construction</p>	<p>Prior to construction of the ferry terminal southern breakwater</p> <p>If eelgrass beds found, construction of the ferry</p>	<p>Marine biologists to supply reports of survey results and approaches to avoid or restore eelgrass beds, if found, and approaches to avoiding disturbing marine mammals or protected fish species to TIDA</p>	

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MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<p>planned construction activities could have an impact on the beds, then the restoration of offsite eelgrass beds or the transplanted and establishment of offsite or onsite eelgrass beds at a replacement ratio of 3:1 will be made.</p> <p>In the event the survey shows that the planned establishment or construction of the southern breakwater would affect utilization of the area by protected fish species or by marine mammals as a haul-out area, construction and establishment of the southern breakwater will be done, under consultation with National Marine Fisheries, in a manner that does not adversely affect the protected fish species or prevent the continued utilization of the area by harbor seals or sea lions.</p>	<p>contractors, in consultation w/ marine biologist(s)</p> <p>Project sponsors & construction contractors in consultation w/ marine biologist(s) and NMFS</p>	<p>terminal southern breakwater to be restricted to March 1 through November 30; restoration or offsite eelgrass beds to occur immediately following construction of breakwater</p> <p>During construction of the ferry terminal breakwater</p>		
<p>Mitigation Measure M-BI-9 (Variant C2): Impingement and/or Entrainment of Protected Fish and Invertebrates, if implemented. For Variant C2, the Bay water intake pipe for the supplemental firefighting water supply shall be designed and constructed in a manner that prevents impingement of fish and macroinvertebrates. This could include, but not be limited to, installing the intake pipe inside a screened subsea vault large enough to reduce water suction to acceptable levels wherein impingement of marine fauna would not occur. TIDA will submit the final design of the Bay water intake pipe to the National Marine Fisheries; CDFG; California Water Board, San Francisco Region; and BCDC for approval.</p>	<p>TIDA and project sponsors' qualified marine biologist(s) and engineering consultants in consultation with NMFS, CDFG, RWQCB and BCDC, where necessary</p>	<p>Prior to issuance of permits to construct the Bay water intake pipe, if Variant C2 is selected</p>	<p>Marine biologist(s) and engineering consultants to report to TIDA TIDA to maintain records of consultation with state and federal agencies</p>	
<i>Geology and Soils Mitigation Measures</i>				
<p>Mitigation Measure M-GE-5: Slope Stability. New improvements proposed for Yerba Buena Island shall be located at a minimum of 100 feet from the top of the existing slope along Macalla Road unless a site-specific geotechnical evaluation of slope stability indicates a static factor of safety of 1.5 and a seismic factor of safety of 1.1 are present or established geotechnical stabilization measures are implemented to provide that level of safety. Any geotechnical recommendations regarding slope stability made in site specific geotechnical investigations for the site shall be incorporated into the specifications for building on that site.</p>	<p>Project sponsors and their geotechnical consultant(s)</p>	<p>Prior to issuance of building permit for improvements or structures along Macalla Road</p>	<p>TIDA and Department of Building Inspection</p>	

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<i>Hazards and Hazardous Materials Mitigation Measures</i>				
<p>Mitigation Measure M-HZ-1: Soil and Groundwater Management Plan</p> <p>Prior to issuance of a building or grading permit for any one or more parcels, the applicant shall demonstrate that its construction specifications include implementation of a Soil and Groundwater Management Plan (“SGMP”) prepared by a qualified environmental consulting firm and reviewed and agreed to by DTSC and RWQCB. For parcels transferred from the Navy under a Lease in Furtherance of Conveyance (LIFOC), or Early Transfer (FOSET) or parcels transferred under a FOST which specifies that additional remediation of petroleum contamination is necessary or additional remediation is necessary to meet the proposed land use, all additional or remaining remediation on those parcels shall be completed as directed by the responsible agency, DTSC or RWQCB, prior to commencement of construction activities unless (i) those construction activities are conducted in accordance with the requirements of any applicable land use covenant, lease restriction or deed restriction and in accordance with the Site Health and Safety requirements of the SGMP, or (ii) those construction activities are otherwise given written approval by either DTSC or RWQCB. The SGMP shall be present on site at all times and readily available to site workers.</p> <p>The SGMP shall specify protocols and requirements for excavation, stockpiling, and transport of soil and for disturbance of groundwater as well as a contingency plan to respond to the discovery of previously unknown areas of contamination (e.g., an underground storage tank unearthed during normal construction activities). Specifically, the SGMP shall include at least the following components:</p> <ol style="list-style-type: none"> <u>Soil management requirements.</u> Protocols for stockpiling, sampling, and transporting soil generated from on-site activities, and requirements for soil imported to the site for placement. The soil management requirements must include: <ul style="list-style-type: none"> • Soil stockpiling requirements such as placement of cover, application of moisture, erection of containment structures, and implementation of security measures. The soil stockpiling requirements must, at a minimum, meet the requirements of the San Francisco Dust Control Ordinance. • Protocols for assessing suitability of soil for on-site reuse through representative laboratory analysis of soils as approved by DTSC or RWQCB, taking into account the Treasure Island specific health-based remediation goals, other applicable health-based standards, and the proposed location, circumstances, and conditions for the intended soil reuse. 	<p>Project sponsors for first Sub-Phase of the first Major Phase to prepare and obtain DTSC/RWQCB approval of project-wide SGMP</p> <p>All subsequent project sponsors to follow SGMP and prepare/follow parcel-specific or sub-parcel-specific health and safety plan.</p> <p>Project sponsors and their remediation contractor(s)</p>	<p>Prior to the first Sub-Phase Application Approval</p> <p>Prior to issuance of a building or grading permit for any parcel or parcels</p>	<p>TIDA and DBI. TIDA shall ensure that Project sponsors obtain state agency approval of project-wide SGMP; DBI to confirm project applicants have site-specific health and safety plan prior to issuance of a permit. In the event of LIFOC or FOSET, TIDA to ensure completion of remediation, or other approval from DTSC/RWQCB, prior to construction activities.</p>	

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MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<ul style="list-style-type: none"> • Requirements for offsite transportation and disposal of soil not determined to be suitable for on-site reuse. Any soil identified for off-site disposal must be packaged, handled, and transported in compliance with all applicable state, federal, and the disposal facility’s requirements for waste handling, transportation and disposal. • Soil importation requirements for soil brought from offsite locations. <p>2. <u>Groundwater management requirements.</u> Protocols for conducting dewatering activities and sampling and analysis requirements for groundwater extracted during dewatering activities. The sampling and analysis requirements shall specify which groundwater contaminants must be analyzed or how they will be determined. The results of the groundwater sampling and analysis shall be used to determine which of the following reuse or disposal options is appropriate for such groundwater:</p> <ul style="list-style-type: none"> • On-site reuse (e.g., as dust control); • Discharge under the general permit for stormwater discharge for construction sites; • Treatment (as necessary) before discharge to the sanitary sewer system under applicable San Francisco PUC waste discharge criteria; • Treatment (as necessary) before discharge under a site-specific NPDES permit; • Off-site transport to an approved offsite facility. <p>For each of the options listed, the SGMP shall specify the particular criteria or protocol that would be considered appropriate for reuse or disposal option. The thresholds used must, at a minimum, be consistent with the applicable requirements of the RWQCB and the San Francisco Public Utilities Commission.</p> <p>3. <u>Unknown contaminant/hazard contingency plan.</u> Procedures for implementing a contingency plan, including appropriate notification, site worker protections, and site control procedures, in the event unanticipated subsurface hazards or hazardous material releases are discovered during construction. Control procedures shall include:</p> <ul style="list-style-type: none"> • Protocols for identifying potential contamination though visual or olfactory observation; 				

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MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<ul style="list-style-type: none"> • Protocols on what to do in the event an underground storage tank is encountered; • Emergency contact procedures; • Procedures for notifying regulatory agencies and other appropriate parties; • Site control and security procedures; • Sampling and analysis protocols; and • Interim removal work plan preparation and implementation procedures. 				
<p>Mitigation Measure M-HZ-8: Construction Best Management Practices</p> <p>The use of construction best management practices (BMPs) shall be incorporated into the construction specifications and implemented as part of project construction. The BMPs would minimize potential negative effects to groundwater and soils and shall include the following:</p> <ul style="list-style-type: none"> • Follow manufacturer’s recommendations on use, storage and disposal of chemical products used in construction; • All refueling and maintenance activities shall occur at a dedicated area that is equipped with containment improvements and readily available spill control equipment and products. Overtopping construction equipment fuel gas tanks shall be avoided; • During routine maintenance of construction equipment, properly contain and remove grease and oils; and • Properly dispose of discarded containers of fuels and other chemicals. 	Project sponsors and their construction contractors	<p>BMPs for each construction site or area to be prepared prior to initiation of construction activities.</p> <p>Relevant BMPs to be implemented during all construction phases</p>	DBI to ensure that proposed BMPs for each construction site are submitted to San Francisco Dept. of Public Health for review and that they are incorporated into construction specifications for implementation	
<p>Mitigation Measure M-HZ-10: Soil Vapor Barriers. Prior to obtaining a building permit for an enclosed structure within IR Sites 21 or 24 or within any area where the FOST or site closure documentation specifies that vapor barriers are necessary or that additional sampling must be conducted to determine if vapor barriers are necessary due to the presence of residual contamination that has volatile components (such as chlorinated solvents PCE and TCE or certain petroleum hydrocarbons), the applicant shall demonstrate either that the building plans include DTSC-approved vapor barriers to be installed beneath the foundation for the prevention of soil vapor intrusion, or that DTSC has determined that installation of vapor barriers is not necessary.</p>	Project sponsors for buildings located within IR sites 21 or 24, and their construction contractor(s), in consultation with and approved by DTSC, if needed.	Prior to issuance of a building permit for construction in the areas specified	TIDA to ensure that sampling occurs where necessary; that the necessary DTSC approvals are obtained prior to construction, and that copies of reports are provided to DTSC, SFDPH and DBI. DBI to ensure appropriate vapor barriers	

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			are included in building plans.	
<p>Mitigation Measure M-HZ-13: Human Health Risk Assessment. Prior to reopening the presently closed elementary school for elementary school use, TIDA or the SFUSD shall enter into a Voluntary Clean-Up Agreement (VCA) with DTSC's School Property Evaluation and Cleanup Division for the school site, regardless of whether any physical construction or expansion activities that trigger the requirement to consult with DTSC under the Education Code are proposed. As part of the VCA, a Preliminary Endangerment Assessment (PEA) shall be prepared under the supervision of DTSC's School Property Evaluation and Cleanup Division. If the Preliminary Endangerment Assessment discloses the presence of a hazardous materials release, or threatened release, or the presence of naturally occurring hazardous materials, at or near the school site at concentrations that could pose a significant risk to children attending the school or adults working at the school, or discloses that ongoing or planned remediation activities to address such a release near the school could pose a significant risk to children attending the school or adults working at the school, then the school shall not reopen until all actions required by DTSC to reduce the increased cancer risk from exposure to such releases to less than one in a million (1x10⁻⁶) and reduce the increased risk of noncancerous toxic effects such that the Hazard Index for chronic and acute hazards is less than one.</p> <p>In the event DTSC declines to supervise the process required by this measure in circumstances where it is not required to do so under the California Education Code, the PEA shall be approved by the San Francisco Department of Public Health, applying the risk standards set forth above for cancer and non-cancer risks.</p>	TIDA or the SFUSD to prepare and negotiate a Voluntary Clean-Up Agreement with DTSC	Prior to reopening the presently closed elementary school for elementary school use	DTSC's School Property Evaluation and Cleanup Division or SFDPH (if DTSC declines) DTSC or San Francisco Department of Public Health	
IMPROVEMENT MEASURES FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT				
<p><u>Improvement Measure I-GHG-1</u></p> <p>While the Proposed Project would not result in a significant impact with regard to GHG emissions, BAAQMD Guidance encourages Lead Agencies to incorporate best management practices for the purposes of reducing construction-related GHG emissions. The following measures should be considered to be implemented by the project applicant and its contractors:</p> <ul style="list-style-type: none"> • Use of alternatively fueled (e.g., biodiesel, electric) construction 	Project sponsors and their construction contractor(s) to incorporate all feasible measures	During all construction phases	Project sponsors to report to TIDA on measures to be included and provide reasons why any not included have not been.	

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<p>equipment for at least 15 percent of the fleet;</p> <ul style="list-style-type: none"> • Use local building materials for at least 10 percent of construction materials; and • Recycling or reusing at least 50 percent of construction and demolition wastes. 				
<p><u>Improvement Measure I-RE-3a</u></p> <p>Where artificial turf is proposed, the project sponsors are encouraged to work with the City Fields Foundation and City Recreation and Park Department staff to design and build artificial turf fields using the latest SFRPD criteria at the time of implementation, including the City’s purchasing criteria.</p>	<p>Project sponsors for any fields proposing artificial turf, in consultation with City Fields Foundation and Recreation and Park Department</p>	<p>Prior to, and during, construction of recreational fields</p>	<p>Project sponsors to report to TIDA on latest SFRPC criteria TIDA to ensure appropriate materials are installed.</p>	
<p><u>Improvement Measure I-RE-3b</u></p> <p>The project sponsors are encouraged to work with the City Fields Foundation and Department of Public Health staff to develop signage that educates athletes and their families about the importance of washing hands before and after use of synthetic turf fields and the importance of proper wound care for turf-related injuries.</p>	<p>Project sponsors in consultation with City Fields Foundation and SF Department of Public Health</p>	<p>Signage to be installed prior to opening of recreational fields and maintained during operation</p>	<p>Project sponsors to review signage with TIDA and SF DPH TIDA to ensure signage is installed and maintained</p>	
<p><u>Improvement Measure I-RE-3c</u></p> <p>The project sponsors are encouraged to work with the City Fields Foundation and Department of Public Health staff to develop an air quality monitoring program for the proposed synthetic turf fields that would follow a methodology developed by the Office of Environmental Health Hazard Assessment or the U.S. EPA. The methodology would include, but is not limited to, capturing air quality samples at an outdoor field and upwind of the field; identifying the heights above the field where samples are captured; and recording weather data such as ambient and field temperatures, wind speed/direction, and humidity.</p>	<p>Project sponsors and air quality monitoring consultant, in consultation with City Fields Foundation and SF Department of Public Health</p>	<p>During operation of recreational fields</p>	<p>monitoring reports to be submitted to TIDA and SFDPH</p>	

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MITIGATION MEASURES OUTSIDE SAN FRANCISCO'S JURISDICTION FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT				
<p>Mitigation Measure M-NO-4: Ferry Terminal Noise Reduction Plan. To ensure that the noise levels from the proposed Ferry Terminal and its operations do not exceed the San Francisco Land Use Compatibility Guidelines for Community Noise standards, the developer of the Ferry Terminal shall be required to engage a qualified acoustical consultant to prepare a Ferry Terminal Noise Reduction Plan to be approved by TIDA. The operator would be required to follow the recommendations of the Plan to ensure compliance with the City's community noise guidelines, including but not limited to requiring ferry operators to reduce propulsion engine power to low when approaching and departing the terminal.</p>	Operator of the ferry service to retain acoustical consultant	Prior to Ferry Terminal operation	WETA	
<p>Mitigation Measure M-AQ-5: Ferry Particulate Emissions. All ferries providing service between Treasure Island and San Francisco shall meet applicable California Air Resources Board regulations. Additionally, all ferries shall be equipped with diesel particulate filters or an alternative equivalent technology to reduce diesel particulate emissions.</p>	WETA and WETA's ferry operator(s)	Prior to vessel selection or award of ferry service contract for Treasure Island Ferry Terminal	TIDA and WETA, in consultation with the Bay Area Air Quality Management District	
<p>Mitigation Measure M-BI-4b: Changes in Ferry Service to Protect Rafting Waterbirds. Waterfowl numbers generally peak in December, with reduced populations during January, and into the spring months. Ferries between San Francisco and Treasure Island shall operate in reduced numbers and slower speeds during December and January; alternatively, during this period ferries, to the extent practicable, shall maintain a buffer zone of 250 meters from areas of high-use by rafting waterbirds.</p>	WETA's ferry operator(s)	During December and January of each year of operation	ferry operators to report to WETA and TIDA monthly during affected period	

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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

LONDON N. BREED
MAYOR

ROBERT BECK
TREASURE ISLAND DIRECTOR

August 3, 2022

Carla Short, Interim Director
San Francisco Public Works
49 South Van Ness Ave.
San Francisco, CA 94103

Re: Consistency Determination Letter for Parcel Map No. 10711

Ms. Short:

In compliance with the Treasure Island and Yerba Buena Island Subdivision Code and all amendments thereto, including without limitation Subdivision Code sections 1701(c), 1732, and 1734(c)-(d), and Public Works: Bureau of Street Use and Mapping Division Condition 12 of Public Works Order No. 205388, the Treasure Island Development Authority ("TIDA") has reviewed the pending Parcel Map No. 10711 ("Parcel Map"). TIDA finds that the development of the area covered by the proposed Parcel Map is consistent with the Subdivision Map Act, the Project Documents, as defined in San Francisco Subdivision Code section 1707(z), including without limitation the Disposition and Development Agreement between TIDA and Treasure Island Community Development, LLC dated June 28, 2011, and applicable City Regulations, as defined in San Francisco Subdivision Code section 1707(e), and as such Project Documents and City Regulations exist as of this date.

Thank you for your assistance on this matter.

Regards,

DocuSigned by:
Handwritten signature of Robert P. Beck in black ink.
15A862EA3FCC428...

Robert P. Beck
Treasure Island Director
Treasure Island Development Authority

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

San Francisco Public Works
Bureau of Street Use and Mapping
Office of the City and County Surveyor
49 South Van Ness Avenue
San Francisco, CA 94103

Assessor's Block ("A.B.") (Space above this line reserved for Recorder's use only)
AB:

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

This FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT (TREASURE ISLAND - SUB-PHASE 1B, 1C & 1E IMPROVEMENTS) ("**First Amendment**") dated for reference purposes only as of _____, 2022, is entered into 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**") and TREASURE ISLAND SERIES 1, LLC, a California limited liability company, its successors and assigns ("**Subdivider**").

RECITALS

A. On December 9, 2016, the Director conditionally approved Tentative Map No. 9235 pursuant to Public Works Order No. 188,048. Public Works Order No. 188,048 included the Director's Conditions of Approval for the Tentative Map.

B. The Board of Supervisors approved Final Map No. 9235 pursuant to Motion No. M18-115 on September 4, 2018, and authorized the Director to enter into the Public Improvement Agreement (Treasure Island - Sub-Phase 1B, 1C & 1E Improvements), dated for reference purposes as of September 7, 2018, and recorded as Document No. 2018-K672370 of Official Records ("**Original Agreement**"). All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Original Agreement.

C. The Original Agreement describes Subdivider's obligations to complete public improvements to serve the development within Treasure Island's initial development subphases, including improvements located within and outside the boundaries of Final Map No. 9235. Pursuant to the Original Agreement, Subdivider provided security to City to secure its obligations to complete TI Required Infrastructure, as defined in the Original Agreement.

D. On March 16, 2021, the Board of Supervisors adopted Motion No. 21-048, approving Final Map No. 10297. Final Map No. 10297, which was recorded on April 7, 2021, as Document No. 2021059634 of Official Records, caused the merger and resubdivision of Lots 3 and 4 of Final Map No. 9235. Final Map No. 10297 did not require any changes to the TI Required Infrastructure as described in in the Original Agreement.

E. On May 18, 2021, Subdivider submitted an application for approval of a Street Improvement Permit #22IE-00277 for the purpose of realigning future Avenue of the Palms (Lots E and J of Final Map No. 9235), such that Avenue of the Palms will intersect with future Bruton Street rather than ending in a cul-de-sac. Lots E and J of Final Map No. 9235 are subject to an easement in favor of the City and to irrevocable offers of dedication for street and utility improvements. Modifications to the TI Required Infrastructure to account for the realignment of Avenue of the Palms are referred to hereafter collectively as the “**Avenue of the Palms Improvements.**”

F. On September 2, 2021, the Director conditionally approved Tentative Parcel Map No. 10711 (“**Tentative Parcel Map**”) pursuant to Public Works Order No. 205,388. Public Works Order No. 205,388 included the Director’s Conditions of Approval for the Tentative Parcel Map.

G. The proposed realignment of Avenue of the Palms is subject to a pending application for a Final Parcel Map (Project Identification No. 10711) that will be subject to the future consideration of the Board of the Supervisors (“**Final Parcel Map No. 10711**”). Final Parcel Map No. 10711 will constitute a merger and resubdivision of Lots J, F, P and 11 within the larger Final Map No. 9235 subdivision boundary.

H. The subdivision contemplated by Final Map No. 9235 includes open space areas that will continue to be owned by TIDA and upon which Subdivider will install various public improvements that will be offered for dedication to TIDA (“**Park Improvements**”), which constitute a portion of the TIDA Infrastructure. The Park Improvements are comprised of infrastructure and landscaping in seven TIDA park and open space areas referred to as “Causeway Park,” “Waterfront Plaza 1,” “Cultural Park,” “Cityside Park,” “Building 1 Plaza,” “Marina Plaza,” and “Clipper Cove Promenade 1” and which are described in those Plans and Specifications listed on Exhibit A-4 attached hereto. These Park Improvements were not included as part of the TI Required Infrastructure in the Original Agreement. The Parties wish to account for the Park Improvements as part of a binding public improvement agreement, to describe the terms for securing Subdivider’s completion of these improvements, and the procedure for dedication of the improvements to TIDA.

I. The Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island, dated for reference purposes as of April 26, 2017, between the Department of Public Works, the San Francisco Public Utilities Commission, and TIDA (“**Streets MOA**”), provides that the “parties intend that subsequent, binding Improvement Agreements will finally and

specifically identify the Improvements that [Subdivider] will offer to the City and TIDA and the specific City agency or agencies that will have, for specific Improvements, jurisdiction and control, and responsibility for maintenance and liability.” The Parties intend to modify the Original Agreement to incorporate a matrix that identifies entities responsible for the ownership, maintenance and regulation of both public and private improvements within rights-of-way within the Final Map No. 9235 subdivision boundary (“**Improvement Matrix**”) as contemplated by the Streets MOA.

J. In order to permit Subdivider to proceed with the realignment of Avenue of the Palms and to address the timing for completion of TI Required Infrastructure, to account for the dedication of Park Improvements to TIDA, and to incorporate the Improvement Matrix, the City, TIDA and Subdivider desire to enter into this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants, terms, conditions and restrictions contained herein, the City, TIDA and Subdivider hereby amend the Original Agreement as hereinafter set forth:

1. Amended Agreement. The Original Agreement, as amended by this First Amendment, shall constitute the Public Improvement Agreement for the project Phase and the Property depicted within the subdivision boundaries of Final Map No. 9235, Final Map No. 10297 and Final Parcel Map No. 10711.
2. Amended Sections.

The following Sections of the Original Agreement are hereby amended as set forth below, with additions depicted with underlined and italicized text, and deletions depicted by strikethrough text.

- a. Section 2(b)(i) - Completion - TI Required Infrastructure Generally; *Park Improvements.*

TI Required Infrastructure Generally. Subdivider shall complete the TI Required Infrastructure *described in the “Treasure Island Sub-Phase 1B, 1C & 1E Improvement Plans,” as defined in Exhibit A-1,* on or within one (1) year ~~following the recordation of the Map~~ *from the effective date of the First Amendment and the TI Required Infrastructure described in the “Treasure Island Avenue of the Palms Improvement Plans,” as defined in Exhibit A-1 (“Avenue of the Palms Improvements”), on or within eighteen (18) months from the effective date of the First Amendment. Subdivider shall complete the Park Improvements for the respective open space areas by the following dates: (x) for Causeway Park, by the date that is one (1) year from the effective date of the First Amendment; (y) for Waterfront Plaza 1, Cultural Park, and Cityside Park, by the date that is two (2) years from the effective date of the First Amendment; and (z) for Building 1*

Plaza, Marina Plaza and Clipper Cove Promenade 1, by the date that is three (3) years from the effective date of the First Amendment. The periods 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 adjustment project and subsequent projects.

b. Section 5(c)(i) - Release of Remaining Security.

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 of 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) 9(a) has been corrected or waived in writing by the Director; and

c. Section 3(a) – Security.

Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, or in the event additional security is required in connection with an amendment to this Agreement, then prior to the recordation of the amendment to this agreement, 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:

d. Section 6(c) - Offers of Dedication.

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, and easements by agreement, ~~and real property in fee simple.~~ In addition, the offers of dedication shall be made by separate instrument(s), including the offers of dedication for the Avenue of the Palms Improvements, which shall be made first by separate instrument(s) concurrent with the approval of the First Amendment and, at the time of filing of the Parcel Map, shall also be made on the face of Final Parcel Map No. 10711; 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 portion or component of the TI Required Infrastructure) in accordance with Subsection 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.

e. Section 6(d) - Dedication.

In addition to accepting the TI Required Infrastructure, the City and TIDA shall dedicate the TI Required Infrastructure to public use and shall designate them improvements 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. As contemplated by the Streets MOA, the parties responsible for the ownership, maintenance and regulation of the various components of the TI Required Infrastructure are in the Improvement Matrix appended hereto as Exhibit I. The parties agree and acknowledge that as to future facilities not included in the TI Required Infrastructure, the Improvement Matrix represents the parties present agreement but is not binding, and may be altered before inclusion in future Public Improvement Agreements.

3. New Sections.

- a. Section 3(f). Section 3 is hereby amended to include the following as a new Section 3(f).

(f) Prior to the Director executing the First Amendment, Subdivider shall provide a fully executed Multiple Obligee Rider substantially in the form of Exhibit J hereto as Security to assure the City of Subdivider's completion of the Park Improvements. The Director will relinquish its rights as a co-obligee to the Security pursuant to Section 6(g).

- b. Section 6(g). Section 6 is hereby amended to include the following as a new Section 6(g):

(g) Prior to initiating a request for the City to accept any street segments including new sanitary sewer infrastructure, Subdivider shall

coordinate with SFPUC to ensure that Subdivider has installed any delineation meters or backflow preventers within the subdivision that are necessary to differentiate new sanitary sewer facilities from pre-existing TIDA-owned facilities.

- c. Section 6(h). Section 6 is hereby amended to include the following as a new Section 6(h):

(h) Subdivider shall offer the Park Improvements, as described in Exhibit A-4, pursuant to the procedures described in this Section 6(h).

- i. Subdivider will offer the Park Improvements to TIDA pursuant to an irrevocable offer of dedication in a form acceptable to TIDA.
- ii. Within forty-five days of the effective date of the First Amendment, TIDA will grant, and the City will accept, a temporary easement designating areas generally depicted on Exhibit K as right-of-way for public open-space use. The temporary easement shall provide that it will terminate upon TIDA's Acceptance of the Park Improvements, as further described in this Section 6(h).
- iii. Subsequent to TIDA's execution of the easements described in this Section 6(h), and upon a written request from Subdivider as described in Section 6(a), the Director will inspect Park Improvements pursuant to the procedures described in Section 6(a). Provided that the requirements for issuance of a Notice of Completion are satisfied, the Director will issue a Notice of Completion for the subject Park Improvements.
- iv. Upon issuance of a Notice of Completion for any portion of the Park Improvements, the Director will execute a release or other document reasonably requested by Subdivider to relinquish the City's rights as a co-obligee under the Security for the portion of the Park Improvements described in the subject Notice of Completion.
- v. Subdivider will submit a written request to the Treasure Island Director to initiate the TIDA Board acceptance process as described in Section 6(b). Subdivider shall provide the materials described in Exhibit F, as applicable, as part of any such request. The TIDA Board shall accept, conditionally accept, or reject such offer of dedication in accordance with Section 6(c). Upon accepting or conditionally accepting the offer of dedication, TIDA shall dedicate the Park Improvements to public use as described in Section 6(d).

- vi. Upon requesting TIDA Acceptance of any Park Improvements, Subdivider shall deliver to TIDA, substantially in the form attached as Exhibit F to the Original Agreement, a performance bond in the amount of ten percent (10%) of the estimated "hard" cost of completion of the construction and installation of the Park Improvements of the Park Improvements subject to Acceptance to ensure Subdivider's warranty obligation for one (1) year ("**Park Improvement Warranty Bond**"). TIDA shall release the Security for the portion of the Park Improvements that it has Accepted when the following have occurred:
1. One (1) year following the date of Acceptance of the Park Improvements, or, with respect to any specific claim of defects or deficiency in the Park Improvements after such has been Accepted, one (1) year following the date that any such defect or deficiency which TIDA has identified in accordance with Section 9(a) has been corrected or waived in writing by the Treasure Island Director; and
 2. The Clerk of the TIDA Board (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Park Improvements have been filed against TIDA or the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Treasure Island Director (or the Director's designee).
- vii. For avoidance of doubt, the terms of Section 9(a) shall apply to Park Improvements.

4. Amended Exhibits.

- a. Exhibit A-1 - Plans and Specifications. Exhibit A-1 - Infrastructure Per Plans and Specifications (Street Improvement Permit) to the Original Agreement is hereby replaced and superseded by Attachment 1 hereto. For avoidance of doubt, the definitions of "Plans and Specifications" and "TI Required Infrastructure," per Recital E of the Original Agreement, are by this incorporation revised to include the facilities shown on Exhibit A-1.
- b. Exhibit B - Estimated Costs. Exhibit B to the Original Agreement is hereby replaced in its entirety by Attachment 3 attached hereto. For avoidance of doubt, the definition of "Estimated Costs" per Recital E of the Original Agreement, is by this incorporation revised to include the facilities shown on Exhibit A-1.

5. New Exhibits.

- a. Exhibit A- 4 - Park Improvements. Attachment 2 hereto is hereby included as a new Exhibit A- 4 to the Original Agreement. Attachment 2 describes the Park Improvements that will be offered for dedication to TIDA as otherwise described herein. For avoidance of doubt, any references to TI Required Infrastructure or to TIDA Required Infrastructure in the Original Agreement shall be deemed to refer to the Park Improvements as described in Exhibit A-4.
- b. Exhibit I - Improvement Matrix. Attachment 4 hereto is attached as a new Exhibit I to the Original Agreement.
- c. Exhibit J - Multiple Obligee Rider. Attachment 5 hereto is attached as a new Exhibit J to the Original Agreement.
- d. Exhibit K - TIDA - City Right-of-Way Easement Areas. Attachment 6 hereto is attached as a new Exhibit K to the Original Agreement.

6. Miscellaneous Provisions.

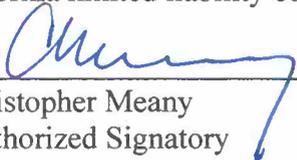
- a. Continuing Effect. Except as otherwise expressly amended in Sections 1-5 of this First Amendment, all of the terms and conditions of the Original Agreement remain in full force and effect.
- b. Definitions. Except as may be required to maintain the sense of a particular provision, references to “the Tentative Map” and “the Final “Map” shall encompass Tentative Map No. 10297 and Final Map No. 10297, respectively, in addition to the definition given these terms in the Original Agreement.
- c. Incorporation. The First Amendment constitutes part of the Original Agreement and any reference to the Original Agreement shall be deemed to include a reference to the Original Agreement as amended by this First Amendment.
- d. Authority. The Director on behalf of City, and the Treasure Island Director, on behalf of TIDA, have determined that this First Amendment satisfies the criteria for approval of an amendment to the Original Agreement under Section 10(m) thereof.
- e. Other Definitions. All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Original Agreement.
- f. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original.

- g. Conflict between Original Agreement and First Amendment. In the event of any conflict between the provisions of this First Amendment and the Original Agreement, this First Amendment shall prevail.

[Signatures on next page.]

SUBDIVIDER

TREASURE ISLAND SERIES 1, LLC,
A California limited liability company

By: 

Christopher Meany
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

By: Carla Short
Its: Interim Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY

Austin Yang
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: Robert P. Beck
Its: Treasure Island Director

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)

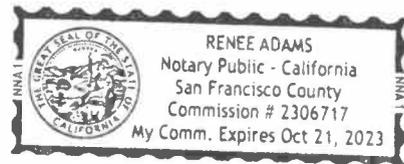
On August 1, 2022 before me, Renee Adams, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Renee Adams (Seal)

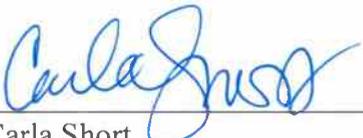


SUBDIVIDER

TREASURE ISLAND SERIES 1, LLC,
A California limited liability company

By: _____
Christopher Meany
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO



By: Carla Short
Its: Interim Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU
CITY ATTORNEY

Austin Yang
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY



By: Robert P. Beck
Its: Treasure Island Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Francisco

On 8-12-2022 before me, John Cavalli, Notary Public, personally
appeared Robert P. Beck

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Attachment 1

(EXHIBIT A-1)

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

Plan Set Describing Improvements	Date of Plan Set
Improvement Plans and Specifications prepared by BKF Engineering entitled "Treasure Island Sub-Phase 1B, 1C & 1E Improvement Plans" (SIP No. #18IE-0941)	August 10, 2018
Improvement Plans and Specifications prepared by BKF Engineering entitled "Treasure Island Avenue of the Palms Improvement Plans" (SIP No. #22IE-00277)	June 15, 2022

Attachment 2

(EXHIBIT A-4)

**PARKS PER PROGRESS PLANS AND SPECIFICATIONS
(Park Improvements)**

Park Improvements	Plan Set Describing Improvements	Date of Plan Set
Causeway Park	Park Plans and Specifications prepared by AECOM entitled "Treasure and Yerba Buena Islands Causeway Landscape" dated September 14, 2021 (Permit #22IE-00500)	Approved Permit Set dated September 30, 2021
Cityside Park	Park Plans and Specifications prepared by CMG entitled "Treasure Island Cityside Waterfront Park" dated January 26, 2022 (Permit #22IE-00312)	Approved Permit Set dated June 28, 2022
Cultural Park	Park Plans and Specifications prepared by Office of Cheryl Barton entitled "Treasure and Yerba Buena Islands Cultural Park" dated July 8, 2016	Progress Set dated September 30, 2021
Waterfront Plaza 1	Park Plans and Specifications prepared by AECOM entitled "Treasure Island + Yerba Buena Island Waterfront Plaza" dated January 26, 2022 (Permit #22IE-00059)	Approved Permit Set February 3, 2022
Building 1 Plaza	Park Plans and Specifications prepared by Andrea Cochran Landscape Architecture entitled "Treasure and Yerba Buena Islands Building 1 Plaza" dated May 27, 2016	Progress Set dated May 27, 2016
Marina Plaza	Park Plans and Specifications prepared by Andrea Cochran Landscape Architecture entitled "Treasure and Yerba Buena Islands Marina Plaza" dated May 27, 2016	Progress Set dated May 27, 2016
Clipper Cove Promenade 1	Park Plans and Specifications prepared by AECOM entitled "Treasure and Yerba Buena Islands Clipper Cove Promenade" dated October 20, 2016	Progress Set dated October 20, 2016

Attachment 3

(EXHIBIT B)

ESTIMATED COSTS

Exhibit A-1 through A-4)	Description of Improvements	Estimated Costs
Exhibit A-1	Street Improvement Plans	\$63,876,000
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
Exhibit A-4	Park Improvements	\$32,960,248

Attachment 4

(EXHIBIT I)

IMPROVEMENT MATRIX

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
<p>General Notes:</p> <p>1) "N/A" in funding columns means that standard City sources will provide funding, with no special arrangements required.</p> <p>2) Developer will hold HOA responsibility at all times before Master HOA is formed.</p> <p>3) Where HOA is responsible for maintenance of City-owned improvements, MEP will give permission for such maintenance and set maintenance standards, bonding, etc.. These will be combined to the greatest extent possible into a single master permit. Where HOA owns improvements (other than sidewalks and street trees) in public ROW, MEP will allow private encroachment and additionally provide for maintenance. These may also be combined as convenient.</p>								
	Real Property underlying Right of Way	Real property only - improvements to be handled per entries below.	N/A	TIDA	See entries below for specific improvements			May be shifted to City ownership w/SLC approval.
Improvements in Right of Way:								
1.	Standard roadway(pavement, curb and gutter)	City standard roadway, including base paving, asphalt concrete wearing surface, curb and gutter (including street-facing curb and gutter on cycle track separator)	Public Works	City - Public Works	Public Works	N/A	N/A	<p>SFMTA will maintain striping and traffic control/parking signage.</p> <p>Stage 1: In instances where water lines run under pedestrian bulbouts and do not meet the minimum distances from outside diameter of pipe to face of curb (4' for SFWS and Recycled Water, 4.5' for Potable Water), HOA to be responsible for funding bulbout repair only when caused by PUC maintenance of the lines. This obligation will be documented in the MEP.</p> <p>In instances where streetlights are within 5' of curb ramps, HOA to be responsible for funding curb ramp repair only when caused by PUC maintenance of streetlight foundations. This obligation will be documented in the MEP.</p>
2.	Sidewalk Pedestrian Throughway	Standard concrete sidewalk throughway	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC sec. 706A	N/A	HOA Fees (CC&RS) or TIDA Funds	<ul style="list-style-type: none"> APO for private residential parcels could be Master or Sub HOA. For private residential lots, DPW to note in permit database that HOA is single point of contact for sidewalk enforcement. Authority Housing Developments will be contribute their share of sidewalk maintenance through the MHOA assessments. Ownership, maintenance and funding will be equivalent for standard and non-standard sidewalks. Where sidewalks front TIDA open space or property, TIDA to be considered the APO.

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
3.	Sidewalk Furnishing/Landscaping Zone	Sidewalk streetscape/street furniture zone including pavers, landscape (not including street trees), irrigation, courtesy strip, intermediate curbs and mid-block bulb-outs	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC 706A and 810B	MEP for non-standard treatments (eg, pavers)/Landscape Permit under 810B for landscaping	HOA Fees (CC&RS) or TIDA Funds	This entry includes surface & landscaping in furnishing zone-specific categories of furniture described below. • Stage 1: Not Applicable. All materials within the sidewalk furnishing/landscaping zone will be standard. No documentation in the MEP is needed.
4.	Street Trees	Trees planted within the sidewalk landscape zone, fronting private property	Public Works	City - Public Works	Public Works, or HOA if desired	Voluntary Agreement under Charter § 16.129(c)	HOA Fees (CC&Rs) if HOA chooses to maintain	If HOA chooses to maintain, HOA will need separate agreement to maintain street trees per Charter § 16.129(c)
5.	Traffic signals	Traffic signal heads, poles, cabinets, conduits conduit, APS, pedestrian countdown signals, ADA push button posts, related foundations and infrastructure, vehicle detection equipment including pavement sensors and cameras, CCTV cameras, transit pre-emption/priority equipment, any other related appurtenances (excluding street lights)	SFMTA	City - SFMTA	SFMTA	N/A	N/A	If signals are installed on city standard streetlights, City-SFPUC is ownership party (SFMTA is still responsible for the signal related equipment on streetlight pole).
6.	SFPUC Power System	Vaults, conduits, pull-boxes, ground rods, and appurtenances in accordance with SFPUC Rules and Regulations Governing Electrical Service	SFPUC	City - SFPUC	SFPUC	SFPUC		In cases where the SFPUC approves easement facilities, ownership and maintenance will be governed by the SFPUC Rules and Regulations Governing Electrical Service and TI/YBI Subdivision Regulations.
7.	Sanitary Sewer (SS) System	Permanent force mains, permanent gravity pipes, pipe fittings, manholes and laterals up to face of vertical curb	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SS facilities owned and maintained by U.S. Dept. of Labor Job Corps (Job Corps) and U.S. Coast Guard (USCG). Where the SFPUC approves easement facilities, ownership and maintenance will be governed by the TI/YBI Subdivision Regulations.

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
8.	Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, manholes, stormwater inlets, and laterals (up to face of vertical curb), and diversion structure (diverts treatment flow from storm drain).	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SD facilities owned and maintained by U.S. Dept. of Labor Job Corps and U.S. Coast Guard. Where the SFPUC approves easement facilities, ownership and maintenance will be governed by the TI/YBI Subdivision Regulations. Excludes stormwater treatment facilities.
9.	Low Pressure Water (LPW) System	Permanent pipes, pipe fittings, valves, hydrants and laterals up to and including the meters in accordance with SFPUC Rules and Regulations Governing Water Service to Customers	SFPUC	City - SFPUC	SFPUC; SFFD (for certain hydrant tasks)	N/A		Division of responsibility between SFFD and SFPUC per 2015 MOU. Where the SFPUC approves easement facilities, ownership and maintenance will be governed by the TI/YBI Subdivision Regulations and the SFPUC Rules and Regulations Governing Water Service to Customers
10.	Recycled Water (RW) Distribution System	Permanent pipes, pipe fittings, valves, temporary inter-connection to LPW System, laterals up to and including the meters, in accordance with SFPUC Rules and Regulations Governing Water Service to Customers	SFPUC	City - SFPUC	SFPUC	N/A		Where the SFPUC approves easement facilities, ownership and maintenance will be governed by the TI/YBI Subdivision Regulations and the SFPUC Rules and Regulations Governing Water Service to Customers
11	Stormwater Treatment Pump Facility(s)	Treatment pumps, force mains, and lateral.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement between TIDA/HOA allocating responsibility for maintenance costs between the two parties.		Pumps stormwater treatment flows towards stormwater treatment facilities. Lateral extends from SFPUC diversion structure. Stage 1: The Clipper Cove/Avenue C Treatment Pump Facility will be within the right of way.
12.	Decentralized Stormwater Treatment Facilities	Stormwater controls, including the treatment system, vegetation, soil media and aggregate matrix, underdrains, internal piping and fittings, overflow structures, appurtenances, laterals from facility up to face of vertical curb, and non-standard curbs and walls.	SFPUC	TBD	TBD	TBD	TBD	Provides treatment of ROW stormwater only. No such facilities currently proposed under project. Stage 1: No such facilities are proposed in Stage 1.

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
13	Department of Technology (DT) Facility	Vaults, conduits and pull-boxes for DT fiber-optic network and Public Safety network	DT	City - DT	DT	N/A	N/A	DT installs SFMTA fiber on behalf of SFMTA
14.	Non-City Utility Systems	Gas facilities, vaults, conduits, cabinets and pull- boxes	Public Works	Utility Owner	Utility Owner	N/A	N/A	Will not be accepted by the City. These facilities will be owned by private utility providers.
15	Street Lights	SFPUC standard street lights, roadway lighting and pedestrian lighting, including poles, luminaires pull-boxes and conduit	SFPUC	City - SFPUC	SFPUC	N/A	N/A	Developer to provide 10% stock for standard street lights, 20% for non- standard.
16.	Supplemental Fire Water System (SFWS)		SFPUC	City - SFPUC	SFPUC	N/A	N/A	Where the SFPUC approves easement facilities, ownership and maintenance will be governed by the TI/YBI Subdivision Regulations and the SFPUC Rules and Regulations Governing Water Service to Customers
17	Non-standard roadway treatments	Raised intersections and cross-walks, pavers or other non-standard materials in the roadway	Public Works	City - Public Works	HOA	MEP	HOA Fees (CC&Rs)	At City discretion, HOA may be required to contract its responsibility to Public Works via maintenance funding agreement.
17a	Non-standard roadway treatments — signage, striping	Striping, signage (if any)	SFMTA	SFMTA (striping and signage)	SFMTA			SFMTA will maintain required pavement striping and signage on non-standard roadway treatments, including raised intersections, crosswalks etc.,
18.	Standard Sidewalk Corners	Corner curb returns, curb ramps including the wings, sidewalk area at corners between extensions of the adjacent property lines, sidewalk bulb-outs at corners within extensions of property lines	Public Works	City - Public Works	Public Works	N/A	N/A	
19	Non-Standard Sidewalk Corners	Non-standard corner curb returns, sidewalk area at corners between extensions of the adjacent property lines, sidewalk bulb-outs at corners within extensions of property lines	Public Works	City-Public Works	HOA	MEP	HOA Fees (CC&Rs)	Treatments on bulb-outs directed by SFMTA would be owned by Public Works, SFMTA would be responsible for maintenance (pending separate DPW/SFMTA agreement) Stage 1: Non-standard sidewalk corners (unless directed by SFMTA) do not occur in Stage 1.
		Curb ramps including the wings within non-standard curb returns/sidewalk	Public Works	City-Public Works	Public Works	N/A	N/A	
20.	Driveways	Driveway sidewalk aprons, including the curb (Curb-cut) along width of driveway	Public Works	APO	APO	N/A	APO	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
21.	Bike lane	Class II or III bike facilities in the roadway, including pavement and striping.	SFMTA	City - Public Works	Public Works/SFMTA	N/A	N/A	Public Works will maintain paving. SFMTA will maintain striping and signage.
22	Bike Share Stations	Bike rental and sharing facilities within the public right-of-way	SFMTA	TIMMA or Private Entity	TIMMA or Private Entity	Special Bike Share Station Permit through SFMTA	Private Entity	SFMTA may also need to apply for a permit with Public Works for the facilities themselves.
		Bike rental and sharing facilities within parks	TIDA	TIMMA or Private Entity	TIMMA or Private Entity	TIDA permit (TBD)	Private Entity	
23	Non-landscaped street median	Medians, including curb, gutter, landscaping, and paving	Public Works	City - Public Works	Public Works	N/A	N/A; or HOA Fees (CC&Rs) if non-standard materials	For any non-standard materials, at City discretion, HOA may be required to contract its responsibility to Public Works via maintenance funding agreement. Stage 1: Non-landscaped street medians to be constructed with standard materials.
24	Landscaped street median	Medians, including curb, gutter, landscaping, irrigation and paving; including on causeway, but not including bus islands or cycle track separators	Public Works	City - Public Works	HOA	MEP	HOA Fees (CC&Rs)	Stage 1: This condition occurs only on the Causeway.
25	Non-Muni Bus Stop (Shuttle) Improvements	Pads, islands from back of street curb, any shelters or benches, signage, any special treatments at stops for island shuttles	Treasure Island Mobility Management Agency (TIMMA)	TIMMA or TIDA	TIMMA	MEP	TIMMA	SFMTA to perform standard review as part of SIP permit review process.
26	MUNI Bus Stop Improvements	Signage, striping, signals, shelter	SFMTA	City - SFMTA	SFMTA	N/A	N/A	Per pending Public Works/SFMTA MOU
		Concrete bus pad and adjacent bike lane (including pavement and facing curbs), transit island from back of street curb	Public Works	City - Public Works	Public Works	N/A	N/A	Per pending Public Works/SFMTA MOU
27	Cycle tracks	Class IV bike facility in ROW, including signs, striping including any green paint, delineators, channelizers, raised medians, and safe-hit posts to separate bicycles from motor vehicles.	SFMTA	City - SFMTA	SFMTA	N/A	N/A	
		Path surface, curbs and gutters facing cycle track, signing, median separators (up to back of street curb)	Public Works	City — Public Works	Public Works	N/A	N/A	
28.	Seating	Benches, other seating, leaning posts within the public right-of-way (not a City improvement)	Public Works	TIDA	HOA	MEP Maintenance agreement between HOA and TIDA	HOA Fees (CC&Rs)	City will not accept benches.

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
29.	City Standard Trash/Recycling Receptacles	Trash and/or Recycling Receptacles per City Standards	Public Works	City - Public Works	Public Works	N/A	N/A	City responsible for collecting trash and recycling from trash receptacles in the public right-of-way.
30.	Custom Trash/Recycling Receptacles	Any trash or recycling receptacles which do not meet City standards	Public Works	TIDA	HOA	MEP Maintenance agreement between HOA and TIDA	HOA Fees (CC&RS)	<ul style="list-style-type: none"> City will not accept custom receptacles. City responsible for collecting trash and recycling from trash receptacles in the public right-of-way.
31.	Non-standard roadway signage	Signs that are not traffic control devices; traffic control signs not meeting SFMTA design standards; and any additional signage for interpretive, wayfinding, placemaking or art	Public Works	TIDA	TIDA	MEP Maintenance agreement between HOA and TIDA	HOA Fees (CC&RS)	
32.	Standard roadway signage and striping and colored curbs	Traffic routing signage and striping per State and Federal Guidelines, including but not limited to stop signs, speed limit signs, lane striping and crosswalk striping. Colored curbs including red and loading zones (white, green, blue, and yellow).	SFMTA	City-SFMTA	SFMTA	N/A	N/A	
33.	Standard bike racks	SFMTA standard bike rack	SFMTA	City-SFMTA	SFMTA	N/A	N/A	
34.	Non-standard bike racks	SFMTA approved non-standard bike racks	SFMTA	TIDA	HOA	MEP Maintenance agreement between HOA and TIDA	HOA Fees (CC&RS)	
35.	Parking meters in trust streets		TIDA	TIDA	TIDA	N/A	N/A	Revenues to trust account. Implementation of the Treasure Island Transportation Implementation Plan ("Transportation Plan") is subject to the provisions of Board of Supervisors Resolution No. 110-14 and the Parking Management Plan negotiated by TIMMA and the SFMTA.
36.	Parking meters in non-trust streets		SFMTA	City-SFMTA	SFMTA	N/A	N/A	Separate Parking Agreement being negotiated between TIMMA and SFMTA to fund SFMTA legislation, posting, enforcement, revenue collection and maintenance activities. Implementation of the Treasure Island Transportation Implementation Plan ("Transportation Plan") is subject to the provisions of Board of Supervisors Resolution No. 110-14 and the Parking Management Plan negotiated by TIMMA and the SFMTA.

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
37.	On-street electric vehicle charging stations		TIDA	TIDA	TIDA	Permit through Public Works, but not MEP — possibly a Minor Encroachment Permit or Excavation Permit. TBD	N/A	
Shared Public Ways:								
38.	Shared public ways- street surface	Streets surface from right-of-way line to right-of-way line. Including streetscape, truncated domes, planters.	Public Works	City - Public Works	DPW, unless maintenance costs exceed costs for standard street surface, in which case HOA	MEP (if necessary for HOA maintenance)	HOA Fees (CC&Rs) (if necessary)	Stage 1: Shared Public Ways will be constructed with non-standard materials, and will be included in the MEP.
39.	Shared Public Way — signage, striping	Striping, signage (if any)	SFMTA	SFMTA (striping and signage)	SFMTA			
40.	Shared Public Way LPW System	Permanent pipes, pipe fittings, valves, vaults and hydrants	SFPUC	City-SFPUC	SFPUC			
41.	Shared Public Way Street Lighting	Roadway and pedestrian lighting, including poles, fixtures, conduits and pull- boxes	SFPUC	City-SFPUC	SFPUC	N/A	N/A	Streetlights on the Shared Public Way will be owned and maintained by the SFPUC.
42.	Shared public way-SD Conveyance System	Permanent pipes and stormwater inlets. Excludes service laterals	SFPUC	City-SFPUC	SFPUC	N/A	N/A	Ownership and maintenance to be determined as defined in TI/YBI Subdivision Regulations.
43.	Shared public way SD laterals	Service laterals from main to private property	SFPUC	Private property owner	Private property owner	N/A	Private property owner	
44.	Shared Public Way Bollards	Bollards protecting streetlights on Shared Public Way	SFPUC	City-SFPUC	HOA	MEP	HOA Fees (CC&Rs)	Stage 1: Bollards on Shared Public Ways required by PUC for protection of streetlights
Public Improvements Outside the Right-of-Way								
45.	Parks and Open Spaces	Including but not limited to landscaping, stormwater facilities, utilities, furnishings, screening and signage and the underlying real property	TIDA	TIDA	TIDA	N/A	N/A	PUC to comment on using BMPs in public space for private stormwater control
46.	Ferry Terminal Bus Shelter	Bus shelter facility for TIMMA service, at ferry terminal	TIDA	TIDA	TIMMA	N/A	N/A	Alternately, maintenance could follow ferry plaza per open space plan.
47.	Bus operator restrooms	Separate restrooms for exclusive use of MUNI and AC transit bus operators located at intermodal hub	SFMTA	City - SFMTA	SFMTA/ AC Transit	N/A	N/A	Separate restrooms per SFMTA. SFMTA/AC Transit may need separate agreement to contract out responsibility for maintenance.
48.	Toll Facility		TIMMA	TIMMA	TIMMA	N/A	N/A	TIDA to confirm details. Clarify if this will be in Public Right-of-Way

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
49.	Centralized Stormwater Treatment Facilities in Parks and Open Spaces	Stormwater controls, including the flow distribution structure (i.e. flow splitter); trash and sediment removal devices (i.e., CDS units); treatment pump station, pumps, and force main; vegetation and soil media and aggregate matrix; underdrains, cleanouts, internal piping and fittings, overflow structures, appurtenances, laterals from facility up to face of vertical curb, and non-standard curbs and walls.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement between TIDA/HOA allocating responsibility for maintenance costs between the two parties.	Maintenance Funding Agreement	Provides treatment of parcels, open spaces, and/or ROW stormwater.
50.	Recycled Water Treatment and Storage	Recycled water treatment and storage facility(s)	SFPUC	City-SFPUC	SFPUC			
51.	Storm Drain (SD) Sewer	Permanent pipes, pipe fittings, manholes, diversion structure (diverts treatment flow from storm flow), interceptor facilities, outfalls, and outfall apron.	SFPUC	City-SFPUC	SFPUC			In addition to the SD Conveyance System in Rights of Way (above), select SD sewers extend beneath parks (aka, Outside the Rights of Way). Excludes SD facilities owned and maintained by Job Corps and USCG, and stormwater treatment facilities and park-specific drainage owned and maintained by TIDA.
52.	Storm Drain Lift Stations	Lift stations and appurtenances	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SD facilities owned and maintained by U.S. Dept. of Labor Job Corps and U.S. Coast Guard.
53.	Wastewater Treatment Plant (WWTP)	Replacement WWTP, including outfall	SFPUC	City - SFPUC	SFPUC	N/A	N/A	Consistent with the project Infrastructure Plan and Development Agreement, a geotechnically-improved land pad will be provided by TICD. Subsequent construction of the WWTP subject to separate memorandum of understanding (MOU) (in prep), including SFPUC Commission review and approval.
54.	Temporary Sanitary Sewer Force Main	Temporary sanitary sewer force main, including pipe, pipe fittings, valves, vaults, and temporary connections to permanent system	SFPUC	TIDA	Per Operating Agreements between TICD, TIDA and SFPUC.	Per Operating Agreement between TICD, TIDA and SFPUC.		Temporary Force Main ownership and maintenance as defined in TI/YBI Subdivision Regulations, Appendix A section VII.D.
55.	Sanitary Sewer Pump and Lift Stations	Pump and lift stations, and appurtenances	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SS facilities owned and maintained by U.S. Dept. of Labor Job Corps and U.S. Coast Guard.
56.	Electrical switch yard	Electrical switch yard facility and appurtenances for SFPUC Power	SFPUC	City - SFPUC	SFPUC	N/A	N/A	There are no WDTs. The PUC systems start back in Oakland

Attachment 5

(EXHIBIT J)

MULTIPLE OBLIGEE RIDER FOR PARK IMPROVEMENTS SECURITY

MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: 1001049351 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
E8B978E38A8C49A...
Sandy Goldberg
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**U.S. Specialty Insurance Company
SURETY**



DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Thirty Million and 00/100 ***** Dollars (** \$30,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



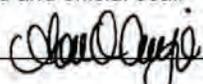
By: 
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of September, 2021.

Corporate Seals
Bond No. 1001049351
Agency No. 19261- PDF POA




Kio Lo, Assistant Secretary



Surety Group
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

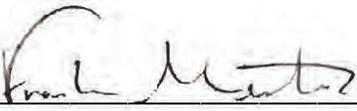
In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company



By: 
Frank Mester, Vice President

MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K0934455A (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/ or Surety have against the Primary Obligee and/ or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/ or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
Sandy Goldberg
E8B978E38A8C49A
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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 person's 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 the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to 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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K0934522A (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
E8B978E38A8C49A...
Sandy Goldberg
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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 person's 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.
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- (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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



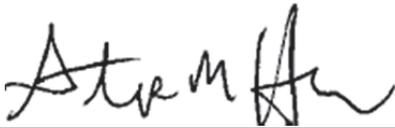
**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
ROBERT BECK

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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.
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- (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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

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To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K09344597 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
Sandy Goldberg
E8B978E38A8C49A
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
ROBERT BECK

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

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Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

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"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 in 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 person's 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 the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to 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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K09345188 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/ or Surety have against the Primary Obligee and/ or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/ or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
E8B978E38A8C49A...
SANDY GOLDBERG
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: 15A862EA3FCC428...
Robert Beck
Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: 7C31B64EAA77415...
Erik Johansson, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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 person's 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 the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to 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."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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 person's 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 the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to 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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



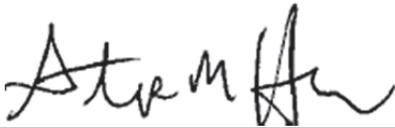
**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K09345309 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/ or Surety have against the Primary Obligee and/ or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/ or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
E8B978E38A8C49A...
Sandy Goldberg
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
ERIK JOHANSSON, Attorney-in-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jennifer Anaya, Kevin S. Bogart, Erik Johansson, Christina Johnson, James W. Johnson, Frances Lefler, Melissa Lopez, Scott M. Milne and Christina Rogers of Tustin, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of **January, 2021**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 15th day of **January, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"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 in 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 person's written appointment as such attorney-in-fact.
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- (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."

J, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

WESTCHESTER FIRE INSURANCE COMPANY (“WESTCHESTER FIRE”) has authorized its respective Attorneys-in-Fact to affix WESTCHESTER FIRE’S corporate seal to any surety bond executed on behalf of WESTCHESTER FIRE by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of WESTCHESTER FIRE by its Attorney-in-Fact, WESTCHESTER FIRE hereby agrees that the corporate seal below for WESTCHESTER FIRE shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. WESTCHESTER FIRE hereby further agrees that the execution of said bond on behalf of WESTCHESTER FIRE by its Attorney-in-Fact with said Attorney-in-Fact’s digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



MULTIPLE OBLIGEE RIDER
(Attached to and Forms a part of Adequate Security Bond)

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: 1001148206 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12th day of **February, 2016**.

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

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

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

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

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

2. The aggregate liability of the Surety under the Adequate Security Bond to any or all of the obligees (Primary and Additional Obligee), and to persons or entities that are entitled to make claim under the Adequate Security Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Adequate Security Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/ or Surety have against the Primary Obligee and/ or the Claimants under the Adequate Security Bond. At the Surety's election, any payment due under the Adequate Security Bond may be made by joint check payable to one or more of the obligees and/ or Claimants.

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

Signed this 9th day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company
(Principal)

DocuSigned by:
By: Sandy Goldberg
E8B978E38A8C49A...
Sandy GOLDBERG
Vice President

Treasure Island Development Authority

(Primary Obligee)

DocuSigned by:
Robert Beck
By: _____
15A862EA3FCC428...
Robert Beck

Treasure Island Director

**American Contractors Indemnity Company
SURETY**

DocuSigned by:
Erik Johansson
By: _____
7C31B64EAA77415...
Erik Johansson, Attorney-in-Fact





POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Frances Lefler, James W. Johnson, Jennifer Anaya, Melissa Lopez,
Christina Johnson or Christina Rogers of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Thirty Million and 00/100 ***** Dollars (** \$30,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



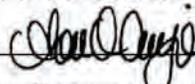
By: 
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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)

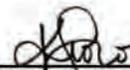


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of September, 2021.

Corporate Seals
Bond No. 1001148206
Agency No. 19261- PDF POA




Kio Lo, Assistant Secretary



Surety Group
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company



By: 

Frank Mester, Vice President



Surety Group
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company,
United States Surety Company and U.S. Specialty Insurance Company



By: 

Frank Mester, Vice President

Certificate Of Completion

Envelope Id: 3772835DD5804629BE4970077D0B05BB	Status: Completed
Subject: Please DocuSign: Treasure Island - Mult Obl Riders & NEW Dog Park Bond	
Source Envelope:	
Document Pages: 40	Signatures: 29
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Melissa Lopez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	mlopez@performancebonding.com
	IP Address: 12.69.208.28

Record Tracking

Status: Original 9/15/2021 11:09:25 AM	Holder: Melissa Lopez mlopez@performancebonding.com	Location: DocuSign
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Signer Events

Erik Johansson
EJohansson@performanceBonding.com
President
Performance Bonding
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 12.69.208.28

Timestamp

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Viewed: 9/15/2021 12:44:13 PM
Signed: 9/15/2021 12:44:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sandy Goldberg
sandy.goldberg@lennar.com
Vice President
Security Level: Email, Account Authentication (None)

DocuSigned by:

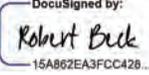
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Using IP Address: 172.89.201.2
Signed using mobile

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Viewed: 10/5/2021 2:44:28 PM
Signed: 10/5/2021 2:46:31 PM

Electronic Record and Signature Disclosure:
Accepted: 10/5/2021 2:44:28 PM
ID: a8fae3f1-c065-4356-b0ba-d863090d1e76

Robert Beck
bob.beck@sfgov.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

15A862EA3FCC426...

Signature Adoption: Pre-selected Style
Using IP Address: 96.74.105.101

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Viewed: 11/18/2021 10:56:12 AM
Signed: 11/18/2021 11:00:18 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Jing Ng Jing.Ng@tidgsf.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/15/2021 12:44:44 PM Viewed: 9/15/2021 12:53:45 PM</p>
<p>Laura Mask laura.mask@lennar.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/15/2021 12:44:45 PM</p>
<p>Gabriel Ross ross@smwlaw.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/5/2021 2:46:37 PM Viewed: 10/5/2021 4:56:41 PM</p>
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2021 12:00:58 PM
Certified Delivered	Security Checked	11/18/2021 10:56:12 AM
Signing Complete	Security Checked	11/18/2021 11:00:18 AM
Completed	Security Checked	11/18/2021 11:00:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wood Gutmann & Bogart - Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wood Gutmann & Bogart - Main:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmillard@wgbib.com

To advise Wood Gutmann & Bogart - Main of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmillard@wgbib.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wood Gutmann & Bogart - Main

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmillard@wgbib.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wood Gutmann & Bogart - Main

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmillard@wgbib.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

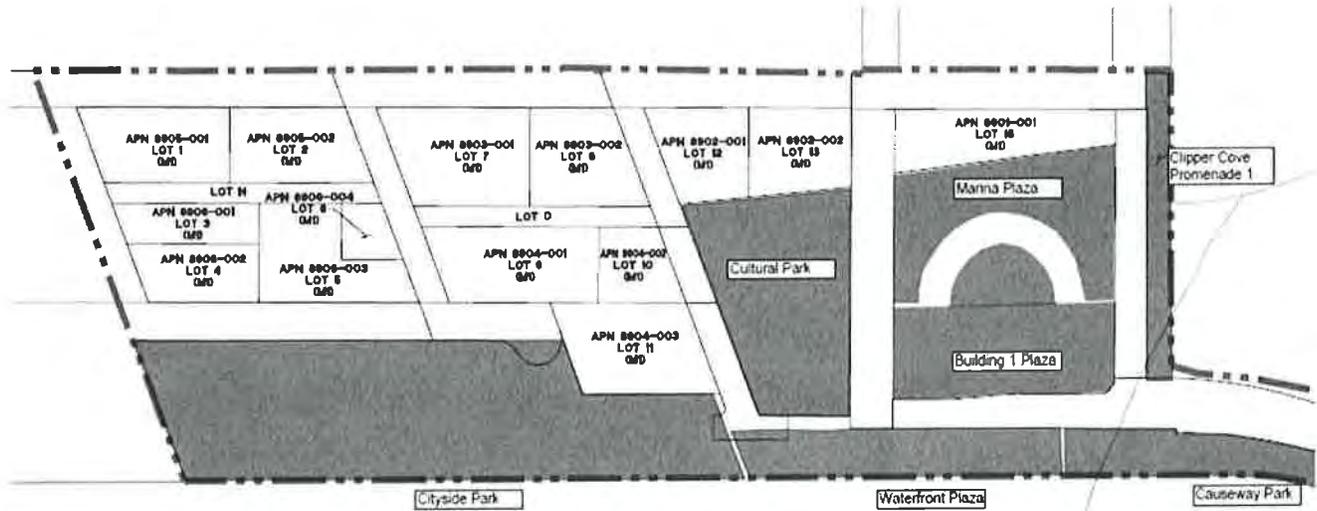
By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wood Gutmann & Bogart - Main as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wood Gutmann & Bogart - Main during the course of your relationship with Wood Gutmann & Bogart - Main.

Attachment 6

(EXHIBIT K)

CITY TEMPORARY RIGHT-OF-WAY EASEMENT AREAS



RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Attn: Real Estate Director
Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Fl
San Francisco, CA 94102

WITH A CONFORMED COPY TO:

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

Exempt from Recording Fees (Govt. Code §
27383) and from Documentary Transfer Tax
(Rev. & Tax. Code § 11922 and SF Bus. and
Tax Reg. Code § 1105)

Assessor's Block ("A.B.") 1939 Lot -111; A.B. 8904 Lot -
006
Portions of Treasure Island

[Space Above for Recorder's Use]

AMENDED EASEMENT AGREEMENT

(Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**") (collectively, "**Parties**" and each a "**Party**"), hereby agree to amend that certain Easement Agreement (Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust) recorded in the Official Records of the City and County of San Francisco on September 13, 2018 as Document number 2018-K672367 (the "**2018 ROW Easement**"), by which TIDA granted to City a perpetual public utility easement for City-owned facilities, free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California. The 2018 ROW Easement described and depicted several easement areas; this "**Easement Amendment**" amends only the area described in Exhibit A to the 2018 ROW Easement as "A-LOT ST-F."

TIDA initially reserved a divisible easement over "A-LOT ST-F" in that certain Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco on November 10, 2015 as Document number 2015-K154698. TIDA has modified the Easement Area by the Fourth Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island [Phase 1 Quitclaim] recorded concurrently herewith.

This Easement Amendment reconfigures the area subject to the divisible easement over "A-LOT ST-F" to conform to that modification. "A-LOT ST-F" in the 2018 ROW Easement is deleted and replaced with the area described and depicted in attached Exhibit A.

All other terms, conditions, and descriptions of the 2018 ROW Easement remain the same.

Executed as of this 12th day of August, 2022.

GRANTOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY

a California nonprofit public benefit corporation as trustee of the public trust for fisheries, navigation, and commerce

By: 
Name: Robert P. Beck
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Charles Sullivan
Deputy City Attorney
(as counsel to TIDA)

[Signatures continue on following page]

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

RECOMMENDED:

San Francisco Public Utilities Commission

By: _____
Dennis J. Herrera
General Manager

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Shari Geller Diamant
Deputy City Attorney
(as counsel to City)

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
County of San Francisco)

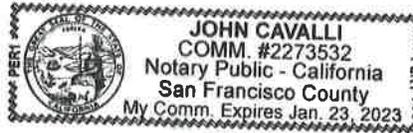
On 8-12-2022, before me, John Cavalli, a Notary Public, personally appeared Robert P. Beck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature





This area for official notarial seal.

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.

EXHIBIT A

[Rev. Lot ST-F]

Description and Plat of Easement Area



**REV. LOT ST-F
LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lots F, J, and 11 as said lots are shown on that certain Final Map No. 9235, filed for record on September 13, 2018, in Book 134 of Condominium Maps at pages 170-179, Official Records of said County, and being more particularly described as follows:

BEGINNING at the most easterly corner of Lot E as shown on said Final Map, said point also being common to Lots H and J of said Map;

Thence southeasterly along the northeasterly lines of said Lot J and Lot 11, as shown on said Map, South 27°41'00" East, 557.55 feet to the northwesterly line of line of Lot P as shown on said Map;

Thence along said northwesterly line, South 40°19'00" West, 71.18 feet;

Thence leaving said northwesterly line, North 27°41'00" West, 326.93 feet;

Thence South 62°19'00" West, 7.00 feet;

Thence North 27°41'00" West, 91.66 feet;

Thence South 62°19'00" West, 0.03 feet to a non-tangent curve concave southwesterly whose radius bears South 64°16'34" West;

Thence along said non-tangent curve having a radius of 50.00 feet, through a central angle of 1°57'34", for an arc length of 1.71 feet;

Thence North 27°41'00" West, 134.42 feet to the common line of said Lots J and E;

Thence along said common line, North 40°19'00" East, 78.73 feet to the **POINT OF BEGINNING**.

Containing 38,402 square feet or 0.88 acres, more or less.

Horizontal Datum & Reference System

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

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

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


David C. Jungmann, PLS 9267



2/2/2022
Date

END OF DESCRIPTION



(LOT 6)
(FM 9235)

(CRAVATH STREET)
(58' RM - A PUBLIC STREET)
(LOT H)
(FM 9235)

(LOT I)
(FM 9235)



LEGEND

- EASEMENT AREA = 38,402 SQ. FT.
- FM FINAL MAP
- POB POINT OF BEGINNING
- POR. PORTION
- (R) DENOTES RADIAL
- R/W RIGHT OF WAY

(LOT 2)
(FM 10297)

POB

ASB SOCKS
BOROSA

(LOT 10)
(FM 9235)

(BRUTON STREET)
(58' RM - A PUBLIC STREET)
(LOT N)
(FM 9235)

(LOT O)
(FM 9235)

(LOT E)
(FM 9235)

N40°19'00"E
78.73'

(LOT J)
(FM 9235)

S27°41'00"E 557.55'

SEE DETAIL

L3

(LOT K)
(FM 9235)

(LOT F)
(FM 9235)

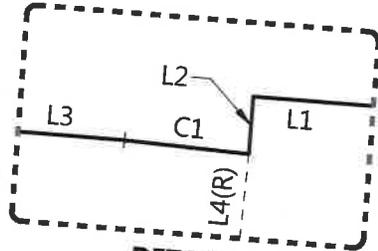
S62°19'00"W
7.00'

N27°41'00"W 326.93'

(LOT 11)
(FM 9235)

S40°19'00"W
71.18'

(LOT P)
(FM 9235)



DETAIL
NOT TO SCALE



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N27°41'00"W	91.66'
L2	S62°19'00"W	0.03'
L3	N27°41'00"W	134.42'
L4	S64°16'34"W	

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	50.00'	1°57'34"	1.71'

BKF
255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

SUBJECT EXHIBIT - PLAT TO ACCOMPANY
LEGAL DESCRIPTION
JOB NO. 20210150
BY SGM APPR. SGM DATE 10/27/2021
3 OF 3

BRUNNEN, S.M.C. K:\Users\A\10015\MyProjects\1015 - EASEMENTS\2021-08 Phase 1 S.C. Comments - Ave Plots\LOT B\LOT B - PLAT.dwg
PLOT DATE: 10-27-21

© BKF Engineers

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City and County of San Francisco by this Easement Agreement, dated _____, 2022, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. 95-11, approved June 14, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Attn: Real Estate Director
San Francisco Public Utilities Commission
City and County of San Francisco
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

WITH A CONFORMED COPY TO:

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

Assessors Block ("A.B")
Portion of Treasure Island

(Space above this line reserved for Recorder's use only)

FIRST AMENDMENT TO OFFER OF IMPROVEMENTS

(Public Utility Easement)

(Portion of Final Map No. 9235, Lot 11)

THIS FIRST AMENDMENT TO OFFER OF IMPROVEMENTS ("**First Amendment**") is entered into as of _____, 2022, by and between TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company ("**Grantor**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

WHEREAS, The Treasure Island Development Authority ("") is the fee owner of the portion of Lot 11 as shown on that certain Final Map No. 9235 recorded September 13, 2018, as Document No. 2018K672373 of the Official records of the City and County of San Francisco ("**Official Records**"), as more particularly described in Exhibit A (the "**Property**");

WHEREAS, TIDA initially reserved a divisible easement over the Property, as set forth in the Quitclaim Deed and Reservation of Easement recorded November 10, 2015, as Document No. 2015-K154698;

WHEREAS, TIDA and the City entered into an Easement Agreement (Public Utility Easement, Non-ROW, City Facilities on Land Subject to the Public Trust) recorded in the Official Records on September 13, 2018 as Document No. 2018-K672366 ("**Easement Agreement**"), by which TIDA granted to City a perpetual public utility easement for City-owned facilities over the Property, referred to therein as "SLT-UE4";

WHEREAS, Grantor executed an associated Offer of Improvements for the dedication of improvements located on the Property recorded September 13, 2018 as Document No. 2018-K672322 (“**Offer of Improvements**”); and

WHEREAS, TIDA and City are entering into a separate agreement to amend the Easement Agreement to relocate the easement, and the parties agree to modify the Legal Description (hereinafter defined) so that the Offer of Improvements affects an area of the Property consistent with the amended Easement Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and City hereby agree as follows:

Definitions. All capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the meanings ascribed to them in the Easement Agreement.

Substitution of Legal Description for Offer of Improvements. Exhibit A to the Offer of Improvements (“**Legal Description**”) is deleted and replaced with Exhibit B to this First Amendment (“**Substituted Offer of Improvements Legal Description**”).

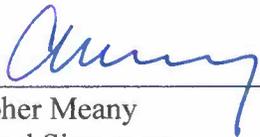
Runs with the Land; Ratification. The provisions of this First Amendment shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantor and City. The parties ratify and confirm all of the provisions of the Easement Agreement, as modified by this First Amendment. The execution of this First Amendment shall not constitute a release or waiver of any rights under the Easement Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of _____, 2022.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By:  _____
Christopher Meany
Authorized Signatory

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
A municipal corporation

By: _____
Andrico Penick
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

NOTARY ACKNOWLEDGMENT

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

State of California)

) ss

County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Legal Description

[Attached]

SLT-UE #4
LEGAL DESCRIPTION

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

BEGINNING at the westerly corner of Lot L as shown on said Final Transfer Map (see sheet 7 of 16), said point being on the common line of said Lot R and said Lot L, thence along said common line, North 62°19'00" East, 22.66 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence leaving said common line, North 27°41'01" West, 268.76 feet;

Thence North 40°19'00" East, 151.56 feet to a point on the common line of said Lot R and Lot F as shown on said Final Transfer Map, said point being the beginning of a non-tangent curve concave northerly, whose radius point bears North 10°19'03" East;

Thence easterly along said common line, said curve having a radius of 50.00 feet, through a central angle of 60°00'04", for an arc length of 52.36 feet to the southerly common corner of said Lot F, said Lot R and Lot 11 as shown on said Final Transfer Map;

Thence along the common line of said Lot R and said Lot 11 and its' southwesterly prolongation, South 40°19'00" West, 178.00 feet;

Thence South 27°41'01" East, 251.89 feet to a point on the northeasterly prolongation of the northerly common line of said Lot L and said Lot R;

Thence along last said line, South 62°19'00" West, 25.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 10,401 square feet more or less.

Horizontal Datum & Reference System

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

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

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

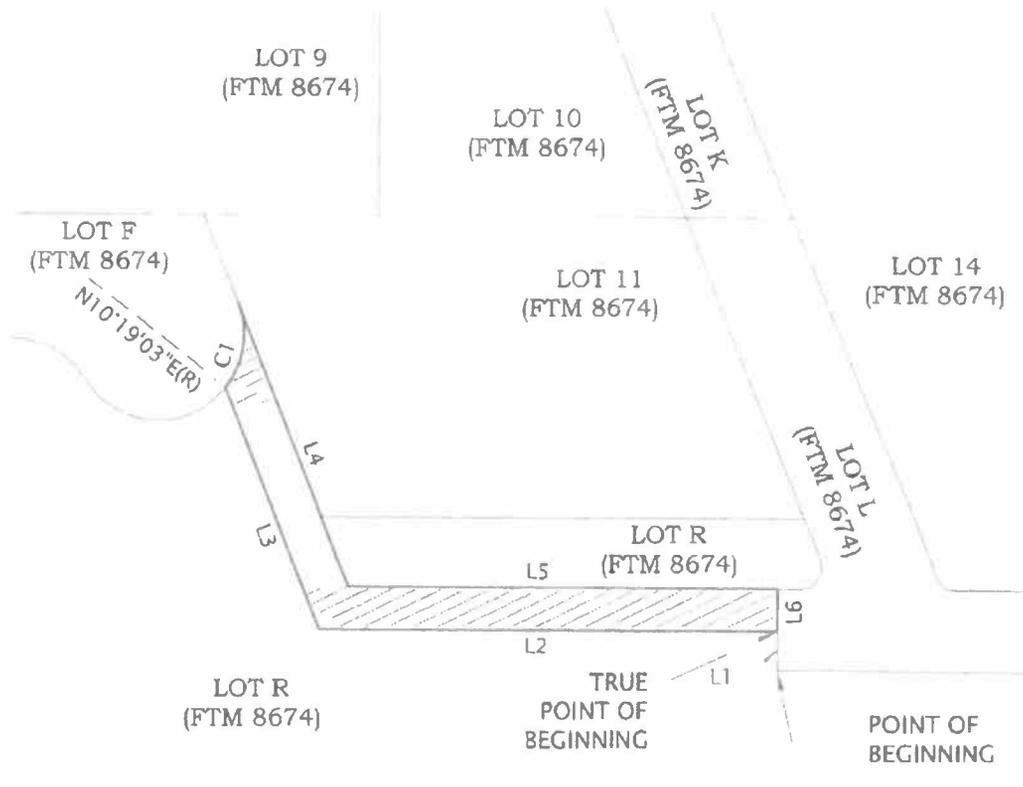


Alex M. Calder, PLS 8863



6/25/2018
Date

END OF DESCRIPTION

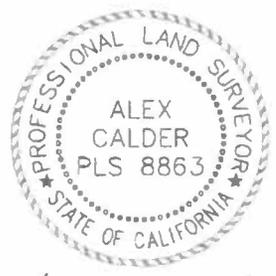


Curve Table

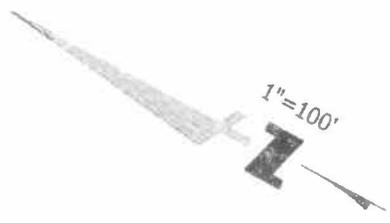
Curve #	Length	Radius	Delta
C1	52.36	50.00	60°00'04"

Line Table

Line #	Direction	Length
L1	N62°19'00"E	22.66
L2	N27°41'01"W	268.76
L3	N40°19'00"E	151.56
L4	S40°19'00"W	178.00
L5	S27°41'01"E	251.89
L6	S62°19'00"W	25.00



Alex Calder



ABBREVIATIONS

FTM FINAL TRANSFER MAP 8674
 SQ.FT. SQUARE FEET

EASEMENT AREA
 10,401 SQ.FT.±



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

Subject SLT-UE #4
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20140015
 By DCJ Date 06/25/18 Chkd AMC
 SHEET 3 OF 3

PLOTTED BY: fish

EXHIBIT B

Substituted Offer of Improvements Legal Description



REV. SLT-UE #4
LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lots F and J as said lots are shown on that certain Final Map No. 9235, filed for record on September 13, 2018, in Book 134 of Condominium Maps at pages 170-179, Official Records of said County, and being more particularly described as follows:

COMMENCING at the most westerly corner of Lot P as shown on said Final Map, said point also being common to said Lot F;

Thence along the common line of said Lots F and P, North 62°19'00" East, 22.00 feet to the **POINT OF BEGINNING** of this description;

Thence leaving said common line, North 27°41'00" West, 315.05 feet;

Thence North 40°19'00" East, 182.24 feet

Thence South 27°41'00" East, 26.96 feet;

Thence South 40°19'00" West, 155.27 feet;

Thence South 27°41'00" East, 298.19 feet to a common corner of said Lots F and P;

Thence southwesterly along the common line of said Lots F and P, South 62°19'00" West, 25.00 feet to the **POINT OF BEGINNING**.

Containing 11,884 square feet or 0.27 acres, more or less.

Horizontal Datum & Reference System

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

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

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



David C. Jungmann, PLS 9267

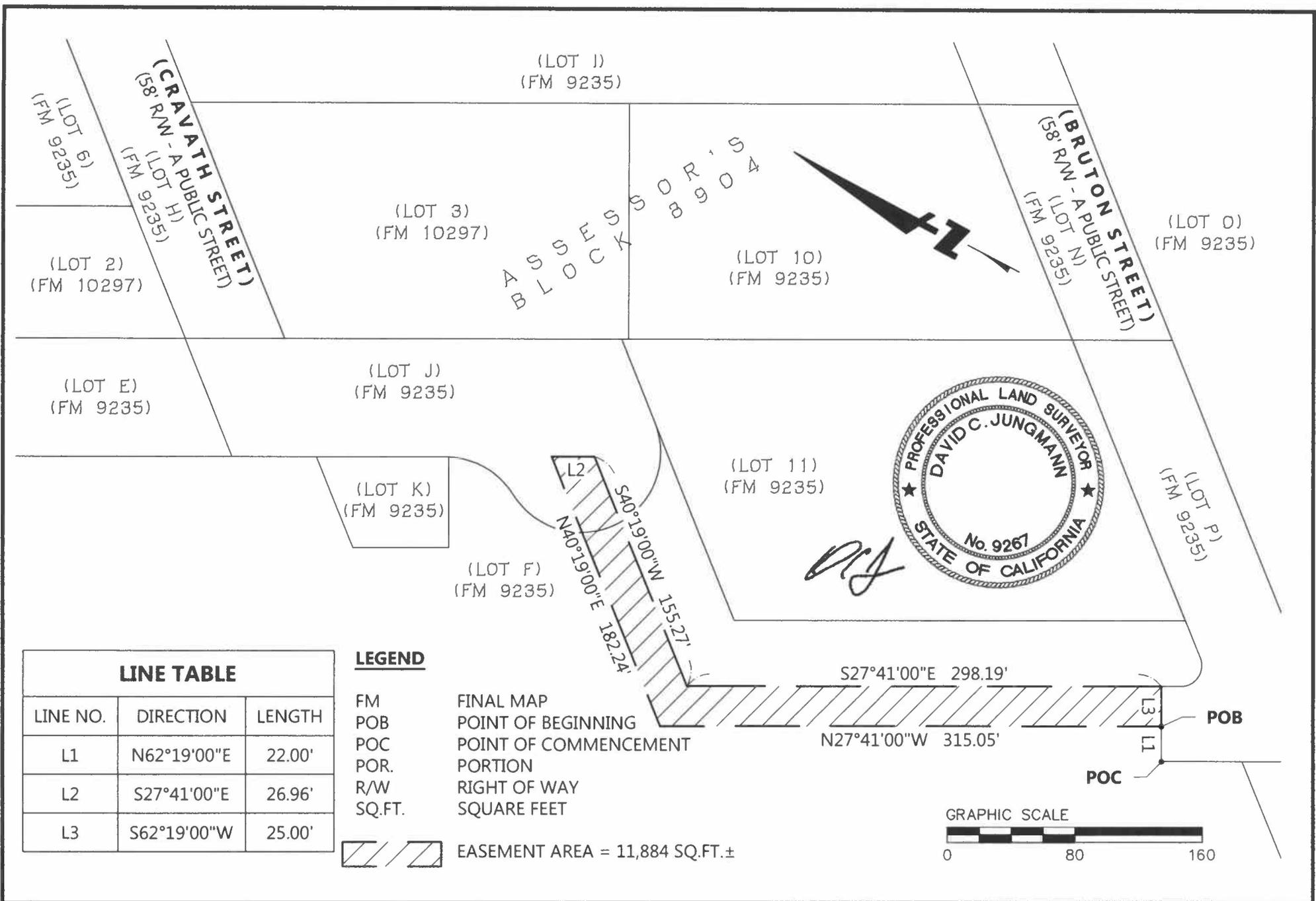


2/2/2022

Date

END OF DESCRIPTION

DRAWING NAME: K:\3044\10023\Maping\Plats and Legends\Phase 1 - EASEMENTS\2021-08 Phase 1 SLC Easements - Ave Palms\SLT-IE No. 4\SLT-IE No.4 - PLAT - Copy.dwg
 PLOT DATE: 10-27-21
 PLOTTED BY: smg

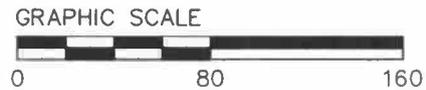


LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N62°19'00"E	22.00'
L2	S27°41'00"E	26.96'
L3	S62°19'00"W	25.00'

LEGEND

FM FINAL MAP
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 POR. PORTION
 R/W RIGHT OF WAY
 SQ.FT. SQUARE FEET

EASEMENT AREA = 11,884 SQ.FT.±



BKF
 255 SHORELINE DR.,
 SUITE 200
 REDWOOD CITY, CA 94065
 (650) 482-6300
 www.bkf.com

SUBJECT EXHIBIT - PLAT TO ACCOMPANY
LEGAL DESCRIPTION
 JOB NO. 20200150
 BY SGM APPR. SGM DATE 10/27/2021
 3 OF 3

© BKF Engineers

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Attn: Real Estate Director
San Francisco Public Utilities Commission
City and County of San Francisco
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

WITH A CONFORMED COPY TO:

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

Assessors Block ("A.B")
Portion of Treasure Island

(Space above this line reserved for Recorder's use only)

FIRST AMENDMENT TO OFFER OF IMPROVEMENTS

(Public Utility Easement)

(Portion of Final Map No. 9235, Lot F, J and 11)

THIS FIRST AMENDMENT TO OFFER OF IMPROVEMENTS ("**First Amendment**") is entered into as of _____, 2022, by and between TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company ("**Grantor**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

WHEREAS, The Treasure Island Development Authority ("**TIDA**") is the fee owner of Lots F, J and 11 as shown on that certain Final Map No. 9235 recorded September 13, 2018, as Document No. 2018K672373 of the Official records of the City and County of San Francisco ("**Official Records**"), as more particularly described in Exhibit A (the "**Property**");

WHEREAS, TIDA initially reserved a divisible easement over the Property, as set forth in the Quitclaim Deed and Reservation of Easement recorded November 10, 2015, as Document No. 2015-K154698 of the Official Records;

WHEREAS, TIDA and the City entered into an Easement Agreement (Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust) recorded in the Official Records on September 13, 2018 as Document number 2018-K672367 ("**Easement Agreement**"), by which TIDA granted to City a perpetual public utility easement for City-owned facilities over a portion of the Property, referred to therein as "LOT ST-F";

WHEREAS, Grantor executed an associated Offer of Improvements for the dedication of improvements located on the Property recorded September 13, 2018 as Document No. 2018-K672323 (“**Offer of Improvements**”); and

WHEREAS, TIDA and the City are entering into a separate agreement to amend the Easement Agreement to relocate the easement, and the parties agree to modify the Legal Description (hereinafter defined) so that the Offer of Improvements affects an area of the Property consistent with the amended Easement Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and City hereby agree as follows:

1. Definitions. All capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the meanings ascribed to them in the Easement Agreement.

2. Substitution of Legal Description for Offer of Improvements. Exhibit A to the Offer of Improvements (“**Legal Description**”) is deleted and replaced with Exhibit B to this First Amendment (“**Substituted Offer of Improvements Legal Description**”).

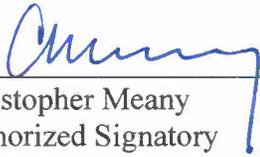
3. Runs with the Land; Ratification. The provisions of this First Amendment shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantor and City. The parties ratify and confirm all of the provisions of the Easement Agreement, as modified by this First Amendment. The execution of this First Amendment shall not constitute a release or waiver of any rights under the Easement Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of _____, 2022.

GRANTOR:

TREASURE ISLAND SERIES 1, LLC
A Delaware limited liability company

By:  _____
Christopher Meany
Authorized Signatory

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
A municipal corporation

By: _____
Andrico Penick
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Charles Sullivan
Deputy City Attorney

NOTARY ACKNOWLEDGMENT

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

State of California)

) ss

County of San Francisco)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
Legal Description
[Attached]

April 20, 2015

LEGAL DESCRIPTION – Lot ST-F

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

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

Thence along the westerly line of said parcel of land known as Treasure Island, North 28°02'51" West, 3018.10 feet;

Thence leaving said westerly line, North 61°57'09" East, 1250.42 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 40°19'00" East, 78.73 feet;

Thence South 27°41'02" East, 274.36 feet;

Thence South 40°19'00" West, 55.30 feet to the beginning of a tangent curve to the right;

Thence along said curve, with a radius of 50.00 feet, through a central angle of 169°59'40" and an arc length of 148.35 feet to a point of reverse curvature;

Thence along said curve, with a radius of 50.00 feet, through a central angle of 57°59'40" and an arc length of 50.61 feet;

Thence North 27°41'00" West, 134.42 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 23,797 square feet or 0.55 acres, more or less.

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

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

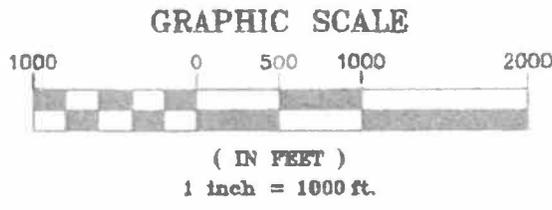
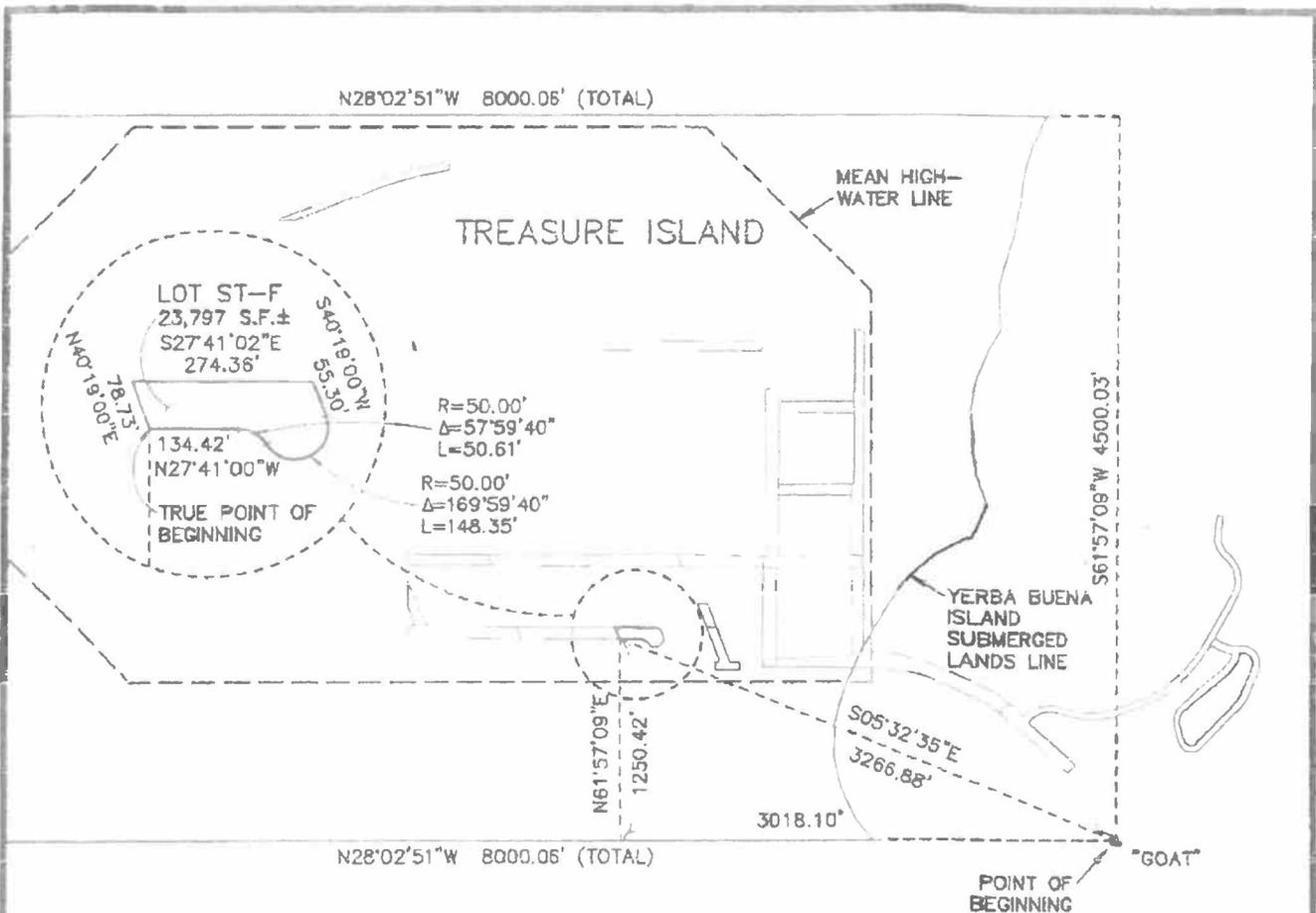
This description was prepared by me or under my direction in conformance with requirements of the Professional Land Surveyors' Act.


Billy Martin, PLS 5797



9.3.2015
Dated

END OF DESCRIPTION



PACIFIC LAND SURVEYS

Subject LOT ST-F
 Job No. 20140015
 By CRM Date 9/2/15 Chkd. BM
 SHEET 1 OF 1

EXHIBIT B

Substituted Offer of Improvements Legal Description



**REV. LOT ST-F
LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lots F, J, and 11 as said lots are shown on that certain Final Map No. 9235, filed for record on September 13, 2018, in Book 134 of Condominium Maps at pages 170-179, Official Records of said County, and being more particularly described as follows:

BEGINNING at the most easterly corner of Lot E as shown on said Final Map, said point also being common to Lots H and J of said Map;

Thence southeasterly along the northeasterly lines of said Lot J and Lot 11, as shown on said Map, South 27°41'00" East, 557.55 feet to the northwesterly line of line of Lot P as shown on said Map;

Thence along said northwesterly line, South 40°19'00" West, 71.18 feet;

Thence leaving said northwesterly line, North 27°41'00" West, 326.93 feet;

Thence South 62°19'00" West, 7.00 feet;

Thence North 27°41'00" West, 91.66 feet;

Thence South 62°19'00" West, 0.03 feet to a non-tangent curve concave southwesterly whose radius bears South 64°16'34" West;

Thence along said non-tangent curve having a radius of 50.00 feet, through a central angle of 1°57'34", for an arc length of 1.71 feet;

Thence North 27°41'00" West, 134.42 feet to the common line of said Lots J and E;

Thence along said common line, North 40°19'00" East, 78.73 feet to the **POINT OF BEGINNING**.

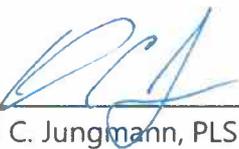
Containing 38,402 square feet or 0.88 acres, more or less.

Horizontal Datum & Reference System

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

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

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



David C. Jungmann, PLS 9267



2/2/2022
Date

END OF DESCRIPTION

Free Recording Requested Pursuant
to Government Code Section 27383

Recording requested by
and when recorded mail to:

San Francisco Public Works
Bureau of Street-Use and Mapping
Office of the City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

CONFIRMED COPY of document recorded
09/13/2018, 2018K672370
on _____ with document no. _____
This document has been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TREASURE ISLAND
PUBLIC IMPROVEMENT AGREEMENT**

Affecting Assessor Parcel Numbers: 8905-003, 8905-004, 8906-005, 8906-006, 8906-007,
8906-008, 8903-003, 8903-004, 8904-004, 8904-005,
8904-006, 8902-004, 8901-003, 8901-004, 8901-005,
1939-096, 1939-097, 1939-098, 1939-099, 1939-100,
1939-101, 1939-102, 1939-103, 1939-104-, 1939-105,
1939-106, 1939-107, 1939-108, 1939-109, 1939-110,
1939-111, 1939-112, 1939-113, 1939-114, 1939-115,
8902-005, 1939-116, 1939-117, 1939-118, 1939-119,
1939-120, 1939-121, 1939-122, 1939-123, 1939-124

Situs: The area situate on Treasure Island lying northerly of Interstate Highway 80, San
Francisco, California;

Owners: Treasure Island Series 1, LLC and Treasure Island Development Authority

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 SEPTEMBER 7, 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 (v) 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.

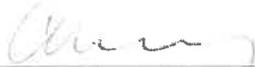
(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien 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.

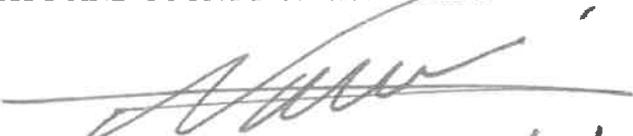
[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

By: 
Name: CHRIS MEANY
Its: VICE PRESIDENT

By: 
Name: RYAN HANCOCK
Its: VICE PRESIDENT

CITY AND COUNTY OF SAN FRANCISCO


By: Mohammed Nuru
Its: Director of Public Works 9/7/2018

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.

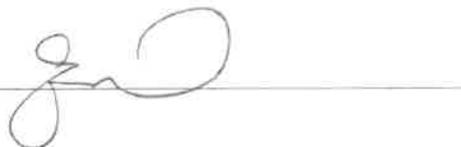
State of CALIFORNIA
County of SAN FRANCISCO

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	<p>Subdivider shall provide electronic files (pdf or dwg) of an A-17 map at the time that the Final Map is approved or at the issuance of the street improvement plans, whichever is first. The size of each sheet shall be 18 by 26 inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one inch. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. Said map shall minimally show street names, percent street grade, elevations at the middle of intersections and where any grade breaks occur, right-of-way width, sidewalk widths, and the length of the street segments.</p>	<p>Subdivider will submit the required A-17 map before Notice of Completion for any TI Required Infrastructure within the subdivision.</p>
31	<p>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.</p>	<p>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.</p>

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.

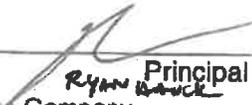
WHEREAS, Principal has entered into a contract with Obligee, dated
for Treasure Island Monumentation for Final Map 9235

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 MEANEY
VICE PRESIDENT
Westchester Fire Insurance Company
 (Seal)
RYAN DANCK 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)

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, 2005, 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 (such 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 in any way otherwise effect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Erik Johansen, Frances Laffer, James W. Johnson, Jennifer Anaya, Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named herein and jointly as 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

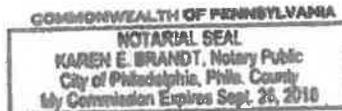
Stephen M. Haney

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 JULY 2018.



David M. Chioves
David M. Chioves, Assistant Secretary

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

DocuGuard #04546 contains a security pantograph, blue background, heat-sensitive ink, color-resistant watermark, and microtext printing on border.



(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.

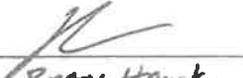
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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

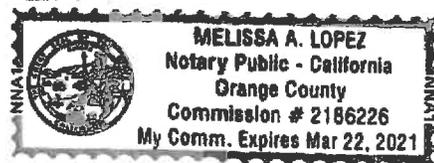
personally appeared _____

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 of 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 Johnston, Frances Lester 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

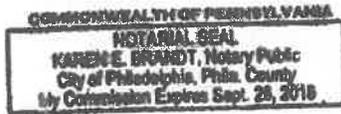


Stephen M. Haney
Stephen M. Haney, Vice President

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.



Karen E. Brandt
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. Chlaros
Dawn M. Chlaros, 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 SEPT. 4, 2018 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: 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, adapted 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 Lester 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 3rd day of JULY 2018.

ACE AMERICAN INSURANCE COMPANY
ACE PROPERTY AND CASUALTY INSURANCE COMPANY

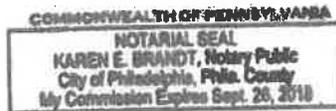



Stephen M. Haney, Vice President

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.

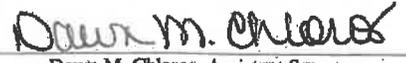



Notary Public

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 _____ 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: 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.

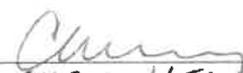
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included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

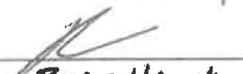
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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

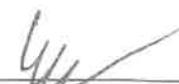
TREASURE ISLAND SERIES 1, LLC
a Delaware limited liability company

By: 
Name: CHRIS MEALY
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)

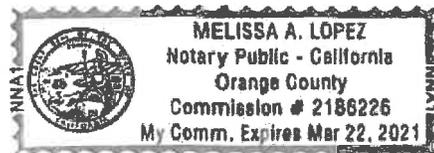
personally appeared _____

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 person's 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 Laffer, 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

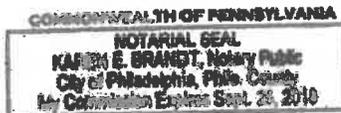
Stephen M. Haney

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. Chiroc
Dawn M. Chiroc, Assistant Secretary

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

DocuGuard #04546 contains a security pantograph, blue background, heat-sensitive ink, color-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 SEPT. 4, 2018, 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.

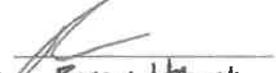
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration,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

By: 
Name: RYAN HAWCK
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: _____

A handwritten signature in cursive script that reads "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, 2005, 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 Johanson, Frances Lefter, 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 of 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

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 2018



Dawn M. Chioreso
Dawn M. Chioreso, Assistant Secretary

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

DocuSign #04548 contains a security pantograph, blue background, heat-sensitive ink, color-reactive watermark, and microtext printing on border.



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 _____



TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County of San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **1939**

Lot: **107**

Address: **AVENUE OF THE PALMS**

David Augustine, Tax Collector

Dated **August 05, 2022** this certificate is valid for the earlier of 60 days from **August 05, 2022** or **December 31, 2022**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.



TAX CERTIFICATE

I, David Augustine, Tax Collector of the City and County of San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office regarding the subdivision identified below:

There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **1939**
Lot: **111**
Address: **AVENUE B**

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

Dated **August 05, 2022** this certificate is valid for the earlier of 60 days from **August 05, 2022** or **December 31, 2022**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.



TAX CERTIFICATE

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There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **1939**

Lot: **116**

Address: **AVENUE OF THE PALMS**

David Augustine, Tax Collector

Dated **August 05, 2022** this certificate is valid for the earlier of 60 days from **August 05, 2022** or **December 31, 2022**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.



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There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block: **8904**

Lot: **006**

Address: **AVENUE B**

David Augustine, Tax Collector

Dated **August 05, 2022** this certificate is valid for the earlier of 60 days from **August 05, 2022** or **December 31, 2022**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at tax.certificate@sfgov.org to obtain another certificate.

OWNER'S STATEMENT

THE UNDERSIGNED OWNER IS THE ONLY PARTY HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED PARCEL MAP NO. 10711 COMPRISING THREE (3) SHEETS, BY MY SIGNATURES HERETO I HEREBY CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

OWNER HEREBY IRREVOCABLY OFFERS TO THE CITY FOR DEDICATION THE EASEMENTS LISTED ON THE TABLE A ON SHEET 2, AND SHALL ADDITIONALLY OFFER TABLE B BY A SEPARATE INSTRUMENT. OWNER HEREBY IRREVOCABLY OFFERS THE AREA BURDENED BY THE EASEMENT DESIGNATED "REV. LOT ST-F" (AS LISTED ON TABLE A ON SHEET 3) TO THE CITY FOR DEDICATION AS A PUBLIC HIGH-OF-WAY, PROVIDED THAT IN THE EVENT OF CITY'S ACCEPTANCE OF SUCH OFFER, OWNER WILL RETAIN THE FEE INTEREST IN THE AREA.

OWNER: TREASURE ISLAND DEVELOPMENT AUTHORITY, A CALIFORNIA NON PROFIT PUBLIC BENEFIT CORPORATION IN ITS ORDINARY CAPACITY AND AS TRUSTEE OF THE PUBLIC TRUST FOR FISHERIES, NAVIGATION AND COMMERCE

BY: Robert P. Beck

PRINTED NAME: ROBERT P. BECK

TITLE: TREASURE ISLAND DIRECTOR

DATE:

OWNER'S 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 08-12-2022, 2022, BEFORE ME John Cavali, A NOTARY PUBLIC, PERSONALLY

APPEARED Robert P. Beck WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: [Signature]

NOTARY PUBLIC, STATE OF CA COMMISSION NO: 2273532

MY COMMISSION EXPIRES: 01-23-2023

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, THE CITY AND COUNTY OF SAN FRANCISCO, AND THE TREASURE ISLAND DEVELOPMENT AUTHORITY ENTERED INTO A PUBLIC IMPROVEMENT AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462(a)(1) AND THE TREASURE ISLAND AND YERBA BUENA ISLAND SUBDIVISION CODE WHICH WAS PRESENTED TO, AND APPROVED BY, THE BOARD OF SUPERVISORS ON SEPTEMBER 4, 2016, BY MOTION NO. M-8-115, SAID AGREEMENT, AS AMENDED, REQUIRES COMPLETION OF ALL PUBLIC IMPROVEMENTS FOR THIS MAP.

BY: Carla Short DATE: September 14, 2022

[Signature] (SIGNED)

CARLA SHORT
INTERIM DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

RECORDER'S STATEMENT

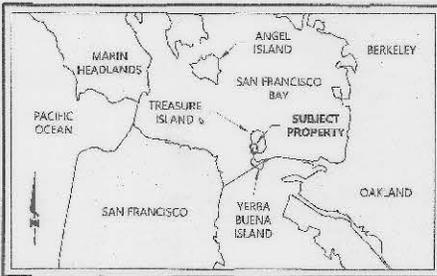
FILED THIS _____ DAY OF _____, 2022 AT _____ M. IN BOOK _____ OF PARCEL MAPS.

AT PAGES _____ AT THE REQUEST OF BKF ENGINEERS.

SIGNED: _____

COUNTY RECORDER

CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE
SHEET LAYOUT

- 1) STATION IS AND SIGNATURES
- 2) CONTROLLING MONUMENTATION AND TIES TO SUBDIVISION BOUNDARY
- 3) SUBDIVISION BOUNDARY BREAKDOWN

SUBDIVIDER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE SUBDIVIDER AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP.

SUBDIVIDER HEREBY IRREVOCABLY OFFERS TO THE CITY AND COUNTY OF SAN FRANCISCO FOR PUBLIC DEDICATION, THOSE IMPROVEMENTS LOCATED WITHIN THE EASEMENT AREAS DEPICTED ON SHEET 3 OF THIS MAP AS "REV. LOT ST-F" AND "REV. LOT ST-J" NO. 47 ARE WHICH ARE REQUIRED TO BE DEDICATED TO THE CITY AND COUNTY OF SAN FRANCISCO PURSUANT TO THE PUBLIC IMPROVEMENT AGREEMENT AS DESCRIBED IN THE CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT, WHICH IMPROVEMENTS SHALL ADDITIONALLY BE OFFERED BY SEPARATE INSTRUMENTS.

IN WITNESS WHEREOF, WE THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

SUBDIVIDER: TREASURE ISLAND STRIES 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Christopher McEany
CHRISTOPHER M'EANY
AUTHORIZED SIGNER

DATE: August 1, 2022

SUBDIVIDER'S 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 August 1, 2022, BEFORE ME Renee Adams, A NOTARY PUBLIC, PERSONALLY

APPEARED Christopher McEany 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: Renee Adams

NOTARY PUBLIC, STATE OF CA COMMISSION NO: 10/21/23 #2306717

MY COMMISSION EXPIRES: 10/21/23

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

BOARD OF SUPERVISOR'S APPROVAL

ON _____, 2022, THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, APPROVED AND PASSED MOTION NO. _____, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS IN FILE NO. _____

HORIZONTAL DATUM & REFERENCE SYSTEM

THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983: NAD83(2011) 201000 EPOCH REFERENCED BY THE SAN FRANCISCO HIGH PRECISION GNSS NETWORK (2013 CCFP-HPN). PLANE COORDINATES ARE BASED ON THE CITY & COUNTY OF SAN FRANCISCO 2015 HIGH PRECISION NETWORK COORDINATE SYSTEM (CCSF-CS15). THE CCSF-CS15 IS A LOW DISTORTION GRID PROJECTION DESIGNED FOR CGSE TO PROVIDE GROUND-PRECISION COORDINATES IN A LOW DISTORTION PLANE COORDINATE SYSTEM (COMBINED SCALE FACTOR - 1.00030275). FOR FURTHER INFORMATION, SEE RECORD OF SURVEY NO. 0300, FILED FOR RECORD ON APRIL 4, 2014 IN BOOK 177 OF SURVEY MAPS AT PAGES 147 THROUGH 157, INCLUSIVE, AS DOCUMENT NUMBER 2014-J960036, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF THE OWNER LISTED HEREIN, IN OCTOBER 2020, I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: [Signature] DATE: 8-8-2022
DAVIS THRESH, PLS 9868



CITY AND COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

KATHARINE S.
ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: [Signature] DATE: 9/15/2022



CLERK'S STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION

NO. _____ ADOPTED _____ 2022 APPROVED THIS MAP ENTITLED "PARCEL MAP NO. 10711" COMPRISING THREE (3) SHEETS, CONDITIONALLY ACCEPTED THE OFFERS FOR IMPROVEMENTS IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE PUBLIC WORKS ORDER FOR THIS MAP AND SUBJECT TO THE CITY ENGINEER'S NOTICE OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUBSEQUENT BOARD OF SUPERVISORS ACTION AND ACKNOWLEDGED THAT THE DIRECTION OF THE DIVISION OF REAL ESTATE SHALL ACCEPT OFFERS FOR THE EASEMENTS BY SEPARATE INSTRUMENT IN ACCORDANCE WITH THE TERMS OF THE TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT AGREEMENT (ORDINANCE NO. 95-11) AND RELATED APPROVALS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THE OFFICE TO BE AFFIXED.

BY: _____ DATE: _____
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

PARCEL MAP NO. 10711

A MERGER AND FOUR LOT RESUBDIVISION
BEING A MERGER AND RESUBDIVISION OF THAT CERTAIN REAL PROPERTY
DESCRIBED AS ALL OF LOTS 1, F, J, AND P OF FINAL MAP NO. 9233,
RECORDED SEPTEMBER 18, 2018 IN BOOK 134 OF CONDOMINIUM
MAPS AT PAGES 170 THROUGH 179
CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

AUGUST 2022
BKF
255 SHONLINE DR.
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

BASIS OF BEARINGS

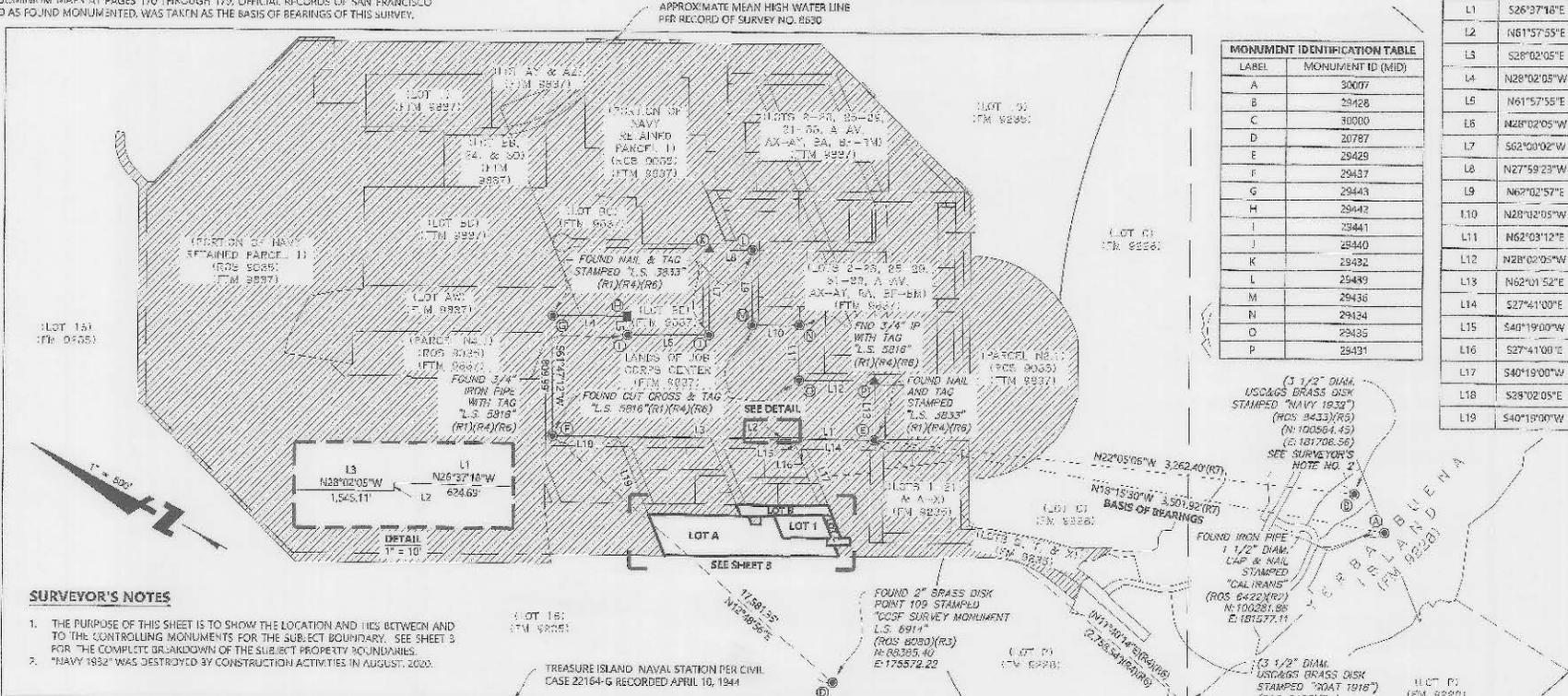
THE BEARING OF NORTH 18°15'30" WEST BETWEEN FOUND MONUMENTS "CALTRANS" AND THE NAIL AND TAG STAMPED "L.S. 3833" A. THE SOUTHERLY PROPERTY CORNER OF THE "HOB CORPS CENTER" AS SHOWN ON THAT CERTAIN FINAL MAP NO. 9235 FILED FOR RECORD ON SEPTEMBER 13, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 170 THROUGH 179, OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, AND AS FOUND MONUMENTED, WAS TAKEN AS THE BASIS OF BEARINGS OF THIS SURVEY.

FIELD SURVEY COMPLETION

THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON NOVEMBER 25, 2020. ALL PHYSICAL DETAILS INCLUDING FOUND CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S26°37'18"E	624.60'
L2	N61°57'55"E	2.05'
L3	S28°02'05"E	1,545.11'
L4	N28°02'05"W	504.06'
L5	N61°57'55"E	124.51'
L6	N28°02'05"W	549.68'
L7	S62°00'02"W	576.34'
L8	N27°59'23"W	292.22'
L9	N67°02'57"E	506.24'
L10	N28°02'05"W	318.79'
L11	N62°03'12"E	370.53'
L12	N28°02'05"W	508.79'
L13	N62°01'52"E	308.18'
L14	S27°41'00"E	544.69'
L15	S40°19'00"W	71.18'
L16	S27°41'00"E	62.56'
L17	S40°19'00"W	408.77'
L18	S28°02'05"E	444.34'
L19	S40°19'00"W	561.67'

MONUMENT IDENTIFICATION TABLE	
LABEL	MONUMENT ID (MID)
A	30007
B	29428
C	30000
D	20787
E	29429
F	29437
G	29443
H	29442
I	29441
J	29440
K	29432
L	29439
M	29436
N	29434
O	29435
P	29431



SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SHEET IS TO SHOW THE LOCATION AND TIES BETWEEN AND TO THE CONTROLLING MONUMENTS FOR THE SUBJECT BOUNDARY. SEE SHEET 3 FOR THE COMPLETE BREAKDOWN OF THE SUBJECT PROPERTY BOUNDARIES.
2. "NAVY 1932" WAS DESTROYED BY CONSTRUCTION ACTIVITIES IN AUGUST, 2020.

RECORD REFERENCES

1. RECORD OF SURVEY, FILED FOR RECORD ON JULY 15, 2003 IN BOOK AA OF SURVEY MAPS AT PAGES 85 THROUGH 95, AS DOCUMENT NUMBER 2003-1485964, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
2. RECORD OF SURVEY NO. 6422, FIELD FOR RECORD ON FEBRUARY 8, 2012 IN BOOK DD OF SURVEY MAPS AT PAGES 191 THROUGH 195, AS DOCUMENT NUMBER 2012-1350707, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
3. RECORD OF SURVEY NO. 8050, FIELD FOR RECORD ON APRIL 4, 2014 IN BOOK EE OF SURVEY MAPS AT PAGES 147 THROUGH 157, INCLUSIVE, AS DOCUMENT NUMBER 2014-1860036, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
4. RECORD OF SURVEY NO. 8650, FILED FOR RECORD ON MAY 29, 2015 IN BOOK FF OF SURVEY MAPS AT PAGES 92 THROUGH 105, AS DOCUMENT NUMBER 2015-K083760, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
5. RECORD OF SURVEY NO. 8433, FILED FOR RECORD ON NOVEMBER 18, 2015 IN BOOK GG OF SURVEY MAPS AT PAGES 149 THROUGH 151, AS DOCUMENT NUMBER 2015-K154701, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
6. RECORD OF SURVEY NO. 2639, FILED FOR RECORD ON NOVEMBER 10, 2015 IN BOOK II OF SURVEY MAPS AT PAGES 152 THROUGH 173, AS DOCUMENT NUMBER 2015-K154702, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
7. FINAL MAP NO. 9235, FILED FOR RECORD ON SEPTEMBER 13, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 170 THROUGH 179, AS DOCUMENT NUMBER 2018-K672373, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER
8. FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, AS DOCUMENT NUMBER 2019-K792665, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER

ABBREVIATIONS

CCSF	CITY AND COUNTY OF SAN FRANCISCO
DIAM.	DIAMETER
DN	DOCUMENT NUMBER
E	EASTING
FND	FOUND
FTM	FINAL TRANSFER MAP
FM	FINAL MAP
IP	IRON PIPE
LS/L.S.	LICENSED SURVEYOR
MID	MONUMENT ID PER CCSF DATABASE (MON-U-MENTAL)
N	NORTHING
NAD83	NORTH AMERICAN DATUM OF 1983
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PLS	PROFESSIONAL LAND SURVEYOR
(RM)	RECORD REFERENCE
ROS	RECORD OF SURVEY
S.F.N.	SEARCHED FOR, NOT FOUND
USC&GS	UNITED STATES COAST AND GEODETIC SURVEY

LEGEND

- ▲ FOUND NAIL AND TAG STAMPED "L.S. 5818" (R1)
- FOUND REBAR AND CAP "L.S. 3833" (R1)
- FOUND MONUMENT AS NOTED (R1) UNLESS OTHERWISE NOTED
- ADJACENT LOT LINE
- APPROXIMATE MEAN HIGH WATER LINE
- EASEMENT LINE
- SUBJECT BOUNDARY LINE
- TIE LINE
- ▨ NOT A PART OF THIS SUBDIVISION

PARCEL MAP NO. 10711

A MERGER AND FOUR LOT RESUBDIVISION BEING A MERGER AND RESUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED AS ALL OF LOTS 1, 2, 3, 4, 5 AND 6 OF FINAL MAP NO. 9235, RECORDED SEPTEMBER 13, 2018 IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 170 THROUGH 179 CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA



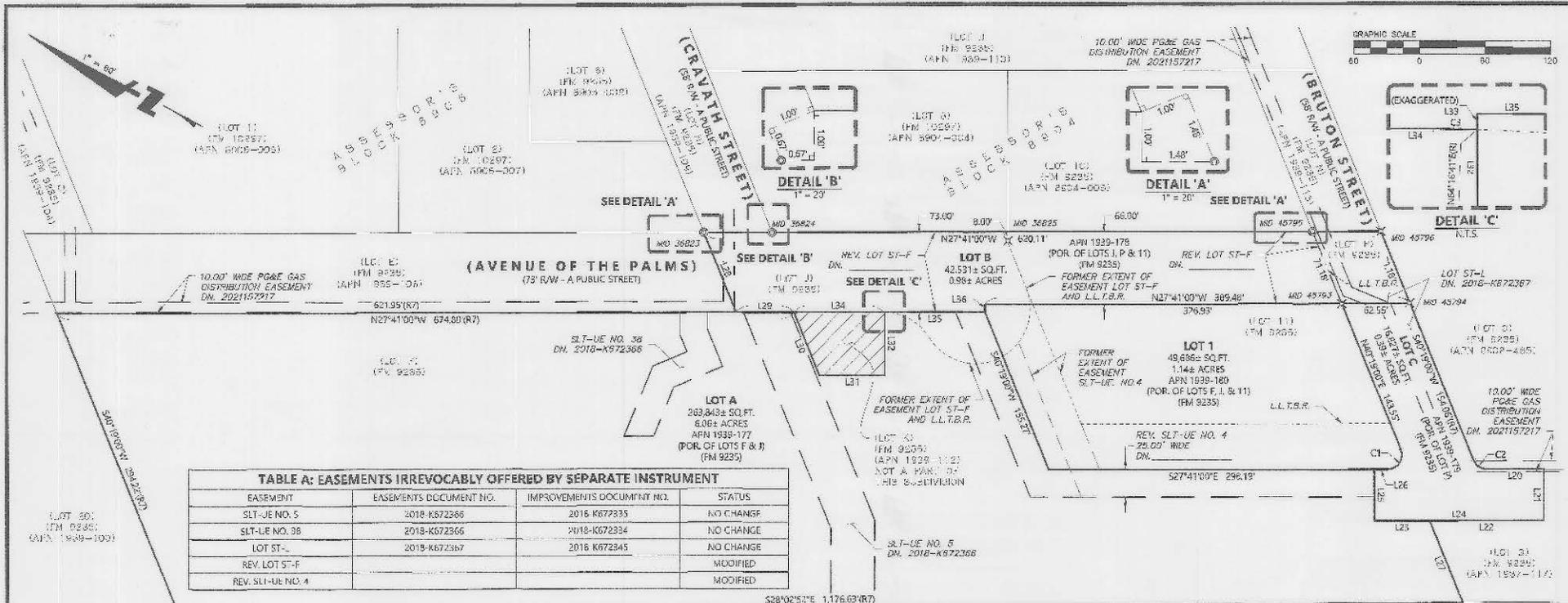


TABLE A: EASEMENTS IRREVOCABLY OFFERED BY SEPARATE INSTRUMENT

EASEMENT	EASEMENTS DOCUMENT NO.	IMPROVEMENTS DOCUMENT NO.	STATUS
SLT-UE NO. 5	2018-K572366	2018-K677335	NO CHANGE
SLT-UE NO. 3B	2018-K672366	2018-K672334	NO CHANGE
LOT ST-L	2018-K672367	2018-K672345	NO CHANGE
REV. LOT ST-F			MODIFIED
REV. SLT-UE NO. 4			MODIFIED

SURVEYOR'S NOTES

- SEE SHEET 2 FOR RECORD REFERENCES.
- SEE SHEET 2 FOR TIES FROM THE CONTROLLING MONUMENTATION TO THE SUBJECT PROPERTY.
- NO BUILDINGS WERE OBSERVED IN THE PROCESS OF COMPLETING THE FIELD SURVEY FOR THIS MAP.
- EXISTING EASEMENTS ADJACENT OR APPURTENANT TO THE LOTS OF THIS SUBDIVISION BOUNDARY HAVE BEEN INTENTIONALLY EXCLUDED AND ARE NOT SHOWN ON THIS SUBJECT. REFERENCE IS MADE TO FINAL MAP NO. 9235 FOR FURTHER PARTICULARS.
- THIS MAP IS NOT SUBJECT TO ANY NOTICES OF SPECIAL RESTRICTION.
- IT IS NOTED THAT THE CURVE SHOWN HEREIN AS C3 HAS A DELTA AND RADIUS IN THE DELTA AND RADIAL BEARING FROM THE DOCUMENT ENTITLED "FOURTH MEMORANDUM MEMORIALIZING LOCATION OF RESERVED EASEMENTS ON TREASURE ISLAND AND YERBA BUENA ISLAND (PHASE 1) QUILCLAIM" RECORDED AS INSTRUMENT NO. 2022-07-0222. THE "A" AND LEGAL DESCRIPTION ACCOMPANYING REV. LOT ST-F LISTS THIS CURVE AS HAVING A DELTA OF 1°57'34" (1°57'41" RE-ESTABLISHED HEREON) AND LISTS AS HAVING A RADIAL BEARING S64°16'34"W AT ITS SOUTH-EASTERLY TERMINUS (N64°16'41"E RE-ESTABLISHED HEREON).

TABLE B: LOT INFORMATION TABLE

LOT NO.	FORMER APN(S)	APN NO.	AREA (SQ.FT.)	LAND USE	PUBLIC TRUST STATUS
A	1939-107, 1939-111	1939-177	283,845±	OPEN SPACE	TRUST
B	1939-111, 1939-115, 8904-006	1939-178	47,571±	PUBLIC STREET	TRUST
C	1939-115	1939-179	16,827±	OPEN SPACE	TRUST
1	1939-107, 1939-111, 8904-006	1939-180	49,896±	HOTEL	TRUST

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH
C1	13.00'	112°00'00"	25.41'
C2	13.00'	68°00'00"	15.43'
C3	50.00'	1°57'41"	1.71'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L20	S27°41'00"E	52.11'
L21	S62°19'00"W	47.00'
L22	N27°41'00"W	194.32'
L23	N27°41'00"W	50.68'
L24	S27°41'00"E	155.00'
L25	N62°19'00"E	47.00'
L26	S27°41'00"E	12.29'
L27	N60°19'00"E	80.18'
L28	S40°19'00"W	78.73'

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L29	N27°41'00"W	52.85'
L30	S40°19'00"W	61.82'
L31	S27°41'00"E	60.13'
L32	N62°19'00"E	57.29'
L33	N62°19'00"E	0.03'
L34	N27°41'00"W	61.58'
L35	N27°41'00"W	91.56'
L36	N62°19'00"E	7.00'

LEGEND

- 1" DIAM. BRASS DISK STAMPED "CCSF MONUMENT PLS 6888"
- 3/4" BRASS TAG AND NAIL STAMPED "PLS 6888"
- ADJACENT LOT LINE
- EASEMENT LINE
- FORMER EASEMENT MODIFIED AS SHOWN HEREON
- LOT LINE TO BE REMOVED BY THIS MAP
- RADIAL LINE
- SUBJECT BOUNDARY LINE
- NOT A PART OF THIS SUBDIVISION

ABBREVIATIONS:

- APN: ASSESSOR'S PARCEL NUMBER
- DIAM.: DIAMETER
- DN.: DOCUMENT NUMBER
- FM: FINAL MAP
- L.L.T.B.R.: LOT LINE TO BE REMOVED
- MID: MONUMENT ID PER CCSF DATABASE (MON-D-MENTAL)
- N.T.S.: NOT TO SCALE
- PORTION: PORTION
- O.R.: OFFICIAL RECORDS
- (R): DENOTES RADIAL LINE
- (R#): DENOTES RECORD REFERENCE
- REV: REVISED
- R/W: RIGHT OF WAY
- SLT: STATE LANDS TRANSFER
- SQ. FT.: SQUARE FEET
- UE: UTILITY EASEMENT

THIS MAP IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING:

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY ACCESS EASEMENT" RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823016 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIRST AMENDMENT TO TEMPORARY ACCESS EASEMENT" RECORDED DECEMBER 31, 2020 AS INSTRUMENT NO. 2020-079900 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY ACCESS EASEMENT" RECORDED JANUARY 24, 2022 AS INSTRUMENT NO. 2022-07-0222 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

PARCEL MAP NO. 10711

A MERGER AND FOUR LOT RESUBDIVISION BEING A MERGER AND RESUBDIVISION OF THAT CERTAIN REAL PROPERTY DESCRIBED AS ALL OF LOTS 11, F, J, AND P OF FINAL MAP NO. 9235, RECORDED SEPTEMBER 13, 2018 IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 170 THROUGH 179 CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

1" = 60' SEPTEMBER 2022

BKF 215 SHORR INF DR., SUITE 200, RHYMWOOD CITY, CA 94055 (650) 482-6300 www.bkf.com

From: [Mapping, Subdivision \(DPW\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [MARQUEZ, JENINE \(CAT\)](#); [SKELLEN, LAUREN \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [Rems, Jacob \(DPW\)](#); [Mendoza, Jessica \(DPW\)](#); [Schneider, Ian \(DPW\)](#); [True, Judson \(DPW\)](#); [Phan, Denny \(DPW\)](#); [Anderson, Katharine \(DPW\)](#)
Subject: PID:10711 BOS Final Map Submittal Treasure Island Avenue of the Palms
Date: Thursday, September 15, 2022 3:23:27 PM
Attachments: [9. PW Order 207094.pdf](#)
[10. DCP Approval.pdf](#)
[10711 DCP COND APPROVAL 20201118.pdf](#)
[Treasure Island MMRP\[1\].pdf](#)
[14. BOS Motion.DOCX](#)
[13. BOS Motion - signed.pdf](#)
[7. Tax Certificates.pdf](#)
[10711 SIGNED MYLAR 20220915.pdf](#)

Email: 1

To: Board of Supervisors,

The following map is being forwarded to you for your information, as this map will be in front of you for approval at the September 27th, 2022 meeting.

Please view attached documents for review:

RE: Final Map signature for TI Avenue of the Palms, PID: 10711

Regarding: BOS Approval for Parcel Map
APN: 1939/107, 111, 116 & 8904/006
Project Type: A Merger and 4 Lot Subdivision

See attached documents:

- PDF of signed DPW Order
- PDF of DCP Approval & Conditions
- Word document of Motion and signed Motion
- PDF of current Tax Certificates
- PDF of signed Mylar map

If you have any questions regarding this submittal please feel free to contact Katharine Anderson by email at Katharine.Anderson@sfdpw.org.

Kind regards,

Jessica Mendoza | Subdivision and Mapping
Bureau of Street Use & Mapping | San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
Jessica.Mendoza@sfdpw.org

From: [Mapping, Subdivision \(DPW\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [MARQUEZ, JENINE \(CAT\)](#); [SKELLEN, LAUREN \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [Rems, Jacob \(DPW\)](#); [Mendoza, Jessica \(DPW\)](#); [Schneider, Ian \(DPW\)](#); [True, Judson \(DPW\)](#); [Phan, Denny \(DPW\)](#); [Anderson, Katharine \(DPW\)](#)
Subject: PID:10711 BOS Final Map Submittal Treasure Island Avenue of the Palms
Date: Thursday, September 15, 2022 3:24:15 PM
Attachments: [10711 Supportig Documents.zip](#)

Email: 2

To: Board of Supervisors,

The following map is being forwarded to you for your information, as this map will be in front of you for approval at the September 27th, 2022 meeting.

Please view attached documents for review:

RE: Final Map signature for TI Avenue of the Palms, PID: 10711

Regarding: BOS Approval for Parcel Map
APN: 1939/107, 111, 116 & 8904/006
Project Type: A Merger and 4 Lot Subdivision

See attached documents:

- 1st Amendment to PIA
- Amended Easement Agreement Lot SLT UE-4
- Amended Easement Agreement Lot ST-F
- Amended Offer of Improvements Lot SLT UE No-4
- Amended Offer of Improvements Lot ST-F
- TIDA Consistency Letter
- PG&E Consent Email

If you have any questions regarding this submittal please feel free to contact Katharine Anderson by email at Katharine.Anderson@sfdpw.org.

Kind regards,

Jessica Mendoza | Subdivision and Mapping
Bureau of Street Use & Mapping | San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
Jessica.Mendoza@sfdpw.org