

File No. 251208

Committee Item No. \_\_\_\_\_

Board Item No. 47

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors Meeting

Date: December 16, 2025

#### Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <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                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <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

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Works Order No. 212407                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft Public Improvement Agreement                               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Planning Department PID Findings 5/11/20                         |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conditional Approval 5/12/20                                     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sample Easements   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | TIDA Consistency Determination 2/17/22                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Treasure Island MMRP 4/7/11                                      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Offer of Improvements - TIDA Open Space                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Offer of Improvements - Street Lots/Add'l City/TIDA Improvements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tax Certificate 11/21/25   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final Map  |
| <input type="checkbox"/> | <input type="checkbox"/>            |  |
| <input type="checkbox"/> | <input type="checkbox"/>            |  |

Prepared by: Lisa Lew

Date: December 12, 2025

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Final Map No. 10347 - Treasure Island]

2  
3 **Motion approving phased Final Map No. 10347 relating to portions of Treasure Island,**  
4 **the merger and re-subdivision of Final Transfer Map No. 9837, Lot Nos. 1-16 and A-R,**  
5 **resulting in up to 41 lots intended for residential, commercial, open space, and public**  
6 **right-of-way, including up to 1,154 condominiums (1,066 residential condominium units**  
7 **and 88 commercial condominium units), subject to specified conditions; approving a**  
8 **Public Improvement Agreement related to Final Map No. 10347; conditionally accepting**  
9 **offers of improvements; and acknowledging findings pursuant to the General Plan, and**  
10 **the eight priority policies of Planning Code, Section 101.1.**

11  
12 WHEREAS, The Final Map area is located on Treasure Island within and between the  
13 existing or yet to be constructed streets of Clipper Cove Avenue, Phillips Lane, Trade Winds  
14 Avenue, Peacemakers Street, Macky Lane, Braghetta Lane, and Seven Seas Avenue; and

15 WHEREAS, The Planning Department adopted findings in its letter dated May 11,  
16 2020, that the proposed subdivision, on balance, is consistent with the objectives and policies  
17 of the General Plan, and the eight priority policies of Planning Code Section 101.1; and

18 WHEREAS, A copy of the Planning Department letter is on file with the Clerk of the  
19 Board of Supervisors in File No. 251208 and incorporated herein by reference; and

20 WHEREAS, In accordance with Subdivision Code, Section 1734, the Treasure Island  
21 Development Authority ("TIDA"), in its letter dated February 17, 2022, has determined that the  
22 proposed subdivision is consistent with the Project Documents, as defined Subdivision Code,  
23 Section 1707(z) and the City Regulations, as defined in Subdivision Code, Section 1707(e);  
24 and

1 WHEREAS, A copy of the TIDA letter is on file with the Clerk of the Board of  
2 Supervisors in File No. 251208 and incorporated herein by reference; and

3 WHEREAS, Because the Treasure Island Series 2, LLC ("Subdivider") has not  
4 completed the required public improvements associated with this Final Map and certain  
5 conditions have not been fulfilled at the time of the filing of this Final Map, the Subdivision  
6 Code requires that the Subdivider and City enter into a Public Improvement Agreement to  
7 address these requirements; and

8 WHEREAS, Public Works, in accordance with Public Works Order No. 212407,  
9 approved December 4, 2025, recommends that the Board of Supervisors approve the Public  
10 Improvement Agreement for Final Map No. 10347 ("PIA") and authorize the Public Works  
11 Director to execute and file the agreement in the Official Records of the City; and

12 WHEREAS, Copies of Public Works Order No. 212407 and the PIA are on file with the  
13 Clerk of the Board of Supervisors in File No. 251208 and incorporated herein by reference;  
14 and

15 WHEREAS, The Subdivider has provided security for improvements that the  
16 Subdivider is required to construct pursuant to the PIA in accordance with California  
17 Government Code, Section 66499(a); and

18 WHEREAS, Public Works recommends that the Board of Supervisors conditionally  
19 accept on behalf of the public the offers of improvements submitted by separate instrument,  
20 subject to the City Engineer's issuance of a Notice of Completion and further Board of  
21 Supervisors action; and

22 WHEREAS, Copies of the offers of improvements are on file with the Clerk of the  
23 Board of Supervisors in File No. 251208 and incorporated herein by reference; and  
24  
25

1           WHEREAS, Public Works recommends that the Board of Supervisors acknowledge the  
2 Director of Property's future approval of public service easements by separate instrument on  
3 or before Notice of Completion; and

4           WHEREAS, The Director of Property's action on such public service easements, which  
5 are on file with Public Works, shall be in accordance with the terms of the Treasure Island /  
6 Yerba Buena Island Development Agreement (adopted in Board of Supervisors' Ordinance  
7 No. 95-11) and related approvals; and

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

12           WHEREAS, Public Works, in accordance with Public Works Order No. 212407,  
13 recommends that the Board of Supervisors approve that certain final map entitled "FINAL  
14 MAP NO. 10347", as described herein and subject to the conditions specified in this motion,  
15 and adopt said map as Official Final Map No. 10347; now, therefore, be it

16           MOVED, That the certain map entitled "FINAL MAP NO. 10347", a merger and re-  
17 subdivision of portions of Treasure Island into a forty-one lot subdivision, with lots intended for  
18 residential, commercial, open space, and public right-of-way, as described on Sheet 3 of said  
19 map, including up to 1,154 condominium units (1,066 residential condominium units and 88  
20 commercial condominium units), comprising 11 sheets, approved on December 4, 2025, by  
21 Public Works Order No. 212407, is hereby approved, subject to the conditions specified in this  
22 motion, and said map is adopted as Official Final Map No. 10347; and, be it

23           FURTHER MOVED, That the Board of Supervisors acknowledges the Planning  
24 Department's findings in its letter dated May 11, 2020, that the proposed subdivision, on  
25



1 balance, is consistent with the objectives and policies of the General Plan, and the eight  
2 priority policies of Planning Code, Section 101.1; and, be it

3 FURTHER MOVED, That the Board of Supervisors acknowledges TIDA's findings of  
4 project consistency in its letter dated February 17, 2022; and be it

5 FURTHER MOVED, That the Board of Supervisors acknowledges that the Director of  
6 Property shall accept public service easements by separate instrument in accordance with the  
7 terms of the Treasure Island / Yerba Buena Island Development Agreement and related  
8 approvals; and, be it

9 FURTHER MOVED, That the Board of Supervisors approves the PIA for Final Map No.  
10 10347 and hereby authorizes the Public Works Director to execute and file the agreement in  
11 the Official Records of the City and County of San Francisco; and, be it

12 FURTHER MOVED, That the Board of Supervisors conditionally accepts on behalf of  
13 the public the offers of improvements, subject to the City Engineer's issuance of a Notice of  
14 Completion and further Board of Supervisors action; and, be it

15 FURTHER MOVED, That the Board's approval of this Final Map also is conditioned  
16 upon the Subdivider's compliance with all applicable provisions of the California Subdivision  
17 Map Act and the San Francisco Subdivision Code and amendments thereto; and be it

18 FURTHER MOVED, That the Board of Supervisors hereby authorizes the Public Works  
19 Director to enter all necessary recording information on the Final Map and authorizes the  
20 Clerk of the Board of Supervisors to execute the Clerk's statement as set forth herein.

DESCRIPTION APPROVED:

RECOMMENDED:

\_\_\_\_\_/s/\_\_\_\_\_  
Elias W. French, PLS  
City and County Surveyor

\_\_\_\_\_/s/\_\_\_\_\_  
Carla Short  
Director of Public Works



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](http://www.SFPublicWorks.org)

### **Public Works Order No: 212407**

RECOMMENDING APPROVAL OF "FINAL MAP NO. 10347", PORTIONS OF TREASURE ISLAND, BEING A SUBDIVISION OF REAL PROPERTY OF LOTS AS SHOWN ON FINAL TRANSFER MAP NO. 9837, RESULTING IN 41 LOTS INTENDED FOR UP TO 1,154 CONDOMINIUM UNITS (1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS), OPEN SPACE, AND PUBLIC RIGHT-OF-WAY, SUBJECT TO CERTAIN CONDITIONS.

### **FINDINGS**

1. On July 16, 2019, the City and County of San Francisco ("City") recorded Final Transfer Map No. 9837 in the Official Records of the City creating a series of parcels on Treasure Island eligible for financing and conveyance under San Francisco Subdivision Code Section 1712.1. On April 5, 2022, the Director of Public Works ("Director") adopted Public Works ("PW") Order No. 206329 approving Revised Tentative Map No. 10347 ("Tentative Map") for the merger and re-subdivision of Lots in Final Transfer Map No. 9837 for purposes of development.
2. In PW Order No. 206329, the Director determined that the Tentative Map was subject to the mitigation measures adopted by the Treasure Island Development authority ("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 ("CEQA" California Public Resources Code §§ 21000 et seq.).
3. Treasure Island Development Authority (TIDA) filed an application for a phased final map to re-subdivide Lots in Final Transfer Map No. 9837, with the map referred to hereafter as the "Final Map No. 10347", being a 41 lot subdivision with lots intended for up to 1,154 condominium units (1,066 residential condominium units and 88 commercial condominium units), open space, and public right-of-way. TIDA and Treasure Island Series 2, LLC (collectively, "Subdivider") are owners and subdividers for purposes of Final Map No. 10347.
4. The City Planning Department, in its letter dated May 11, 2020, found that the subdivision complies with CEQA and, on balance, is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1. TIDA, in accordance with Subdivision Code Section 1734, submitted a letter dated February 17, 2022 from Robert P. Beck, Treasure Island Director, that determined the Final Map was 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.

5. Prior to approval of the Street Improvement Permit for this Final Map, the Director will consider for approval a series of Exceptions and Design Modifications for the subdivision that the Subdivider has requested and the affected City departments have tentatively approved. One such exception is to allow the deferral of required public service easements until issuance of the Notice of Completion, as described below in Section 9. Samples of these public service easements proposed for deferral are on file with Public Works.
6. The Director, City Engineer, and County Surveyor (collectively, the "Director") find that the Final Map is consistent with the requirements and conditions imposed by the Subdivision Map Act, California Government Code Sections 66410 et seq. and the San Francisco Subdivision Code and substantially conforms to the Tentative Map.
7. The Director recommends that the Board of Supervisors approve Final Map No. 10347 subject to the conditions specified herein.
8. Because Subdivider has not completed the required public improvements associated with this Final Map and certain conditions have not been fulfilled at the time of the filing of this Final Map, the San Francisco Subdivision Code requires that Subdivider and the City enter into a Public Improvement Agreement ("PIA") to address this requirement. Subdivider has executed a PIA to address this requirement and has provided security pursuant to that agreement as required under the Subdivision Code. The Director recommends that the Board of Supervisors approve the PIA and authorize the Director and City Attorney to execute and file the PIA in the Official Records of the City.
9. In most cases, Offers of Improvements are addressed as part of the Final Subdivision Map; however, in this case, the PIA specifies that the Offers of Improvements can be submitted independent of the Map by separate instrument. The Director recommends that the Board of Supervisors conditionally accept on behalf of the public the Offers of Improvements, subject to the City Engineer's issuance of a Notice of Completion (NOC) for the improvements and subsequent Board of Supervisors action. The Director further recommends that the Board of Supervisors acknowledge that the Director of Property shall accept the public service easements by separate instrument in accordance with the terms of the Treasure Island/Yerba Buena Island Development Agreement (adopted in Ordinance No. 95-11) and related approvals.

NOW THEREFORE BE IT ORDERED THAT, EFFECTIVE DECEMBER 3, 2025,

The Director recommends that the Board of Supervisors approve the PIA and authorize the Director to execute and file the PIA in the Official Records.

The Final Map is accompanied by certain offers for public improvements as established by procedures set forth in the PIA. The Director recommends that the Board of Supervisors conditionally accept on behalf of the public these Offers of Improvements, subject to the City Engineer's issuance of a Notice of Completion for the improvements and subsequent Board of Supervisors action.

As set forth in this Public Works Order, the Director shall consider deferral of the public service easements until NOC as an exception associated with the street improvement permit for this Subdivision.

The Director further recommends that the Board of Supervisors acknowledge that the Director of Property will accept the public service easements by separate instrument in accordance with the terms of the Treasure Island / Yerba Buena Island Development Agreement (adopted in Ordinance No. 95-11) and related approvals.

The Director finds that the Final Map is consistent with the requirements and conditions imposed by the Subdivision Map Act, California Government Code §§ 66410 et seq. and the San Francisco Subdivision Code, and substantially conforms with the Tentative Map.

The Director recommends that the Board of Supervisors approve the Final Map subject to the conditions specified herein.

#### **Attachments & Transmittals**

Transmitted herewith are the following in electronic format:

- i. One (1) copy of the Motion approving said map.
- ii. One (1) mylar signature sheet and one (1) paper set of the "Final Map No. 10347", comprising eleven (11) sheets.
- iii. One (1) copy of all Offers of Improvement.
- iv. One (1) copy of the Tax Certificate 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.
- v. One (1) copy of the letter from the City Planning Department, dated May 11, 2020, verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.
- vi. One (1) copy of the letter from TIDA dated February 17, 2022 determining the consistency of the Final Map with the Project Documents, City Regulations, and TIDA Project approvals.
- vii. One (1) copy of the Public Improvement Agreement.

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

RECOMMENDED:

APPROVED:

X

Signed by:  
*French, Eli*  
4748D0D14D5D475...

French, Eli  
City and County Surveyor

X

Signed by:  
*Albert J. Ko*  
281DC30E04CF41A...

Ko, Albert J  
Engineer

X

DocuSigned by:  
*Carla Short*  
073CF73A4EA6486...

Short, Carla  
Director of Public Works

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

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

**RECITALS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

2. Subdivider's Obligations.

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

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

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

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

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

(b) Completion.

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

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

(c) Other Required Documentation.

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

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

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

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

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

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

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

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

### 3. Security.

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

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

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

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

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

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

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

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



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

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

4. Construction of Required Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Completion and Acceptance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Subdivider’s Maintenance Responsibility.

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



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

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

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

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

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

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

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

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

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

8. Warranty and Indemnity.

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### 24.3 Developer Extension.

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

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

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

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

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

#### 24.4 Park Extension.

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

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

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

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

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

(h) Notices.

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

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

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

With copies to:

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

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

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

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

With copies to:

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

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

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

With a copy to:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Recording.

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

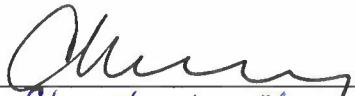
(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien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

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

[Signature Pages Follow]

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

**SUBDIVIDER**

By:   
Name: Christopher Meany  
Its: Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of San Francisco }

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

personally appeared Christopher Meany  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Renee Adams  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Public Improvement Agreement

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

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Christopher Meany

☒ Corporate Officer – Title(s): Authorized Signatory

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: Subdivider  
TIDA

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

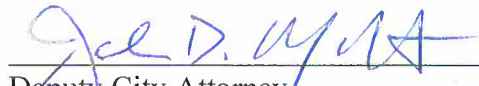
**CITY AND COUNTY OF SAN FRANCISCO**



By: Carla Short  
Its: Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY



Deputy City Attorney  
John D. Malamut

**TREASURE ISLAND DEVELOPMENT AUTHORITY**



By: Robert P. Beck  
Its: Treasure Island Director

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Francisco )

On December 4, 2025, before me, Michael Crooms, Notary Public, personally appeared Carla Short, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Michael Crooms

Signature of Notary Public



Notary Seal



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.

WITNESS my hand and official seal.

 **LAUREN SKELLEN**  
Notary Public - California  
San Francisco County  
Commission # 2515282  
My Comm. Expires Mar 26, 2029

### **List of Exhibits**

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

**EXHIBIT A-1**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS**

**(Street Improvement Permit #25IE-00423)**

**EXHIBIT A-2**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS**

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

**EXHIBIT A-3**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS**

**(Geotechnical Improvements Permit #21E-00881)**

**[Treasure Island Stage 2 Geotechnical Mitigation Plans]**

**EXHIBIT A-4**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS**

**(TIDA Open Space Improvements)**

**[Attached]**

**EXHIBIT B****ESTIMATED COSTS**

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

**EXHIBIT C**

**REQUIRED INFRASTRUCTURE SCHEDULE OF PERFORMANCE**



TI Series 2 | Schedule of Performance

Last Update: 2025.12.3

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

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

**EXHIBIT D**

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

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

**EXHIBIT E**

**OUTSTANDING TENTATIVE MAP CONDITIONS OF APPROVAL**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



Condition No.	Condition	Comment
	prior to the first TCO, provided this is addressed to the Director's satisfaction in an amended PIA.	
4.	Amendments:	
a.	Any Improvement Plans and any amendments to this Tentative Map approved by the Director shall substantially conform with the approved Major Phase 1 (Adopted May 13, 2015 by TIDA Board of Directors), the Plan and the Plan Documents then in effect, or any amendments thereto.	<p>Comment: No amendments to the Tentative Map are proposed. The approved Street Improvement Plans (Permit #251E-00423), comply with the approved Major Phase 1 Application.</p> <p>Status: Complete.</p>
b.	Subdivider may submit administrative revisions to the Tentative Map, which shall be subject to the review and approval by the Director of Public Works, without public hearing, by a Revised Tentative Map. Such map may, among other things, correct errors in distances, or show any course or distance that was omitted, to correct any other type of minor error or omissions or to make any other modifications as approved by the Director of DPW, which do not materially adversely affect any City or third party property rights and which are not materially inconsistent with these conditions of approval of the Tentative Map.	<p>Comment: Subdivider acknowledges the condition. No amendments to the Tentative Map are currently proposed.</p> <p>Status: Condition not applicable.</p>
5.	The Subdivider shall submit for timely review and approval all documents necessary for the process of completing or bonding for improvements, recording Final Maps, CC&Rs, deeds, notices of restriction, redemption of bonds and final "acceptance" of future public facilities.	<p>Comment: Subdivider will timely provide all required materials, including materials required prior to the Final Map, and materials relating to the release of security ("redemption of bonds") and acceptance of streets.</p> <p>Status: Project will comply for all items except for CC&amp;Rs, Deeds etc. as approved by a future Public Works Order.</p>

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

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

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

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

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

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

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



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

Condition No.	Condition	Comment
35.	All Easements for Outfall shall be described and depicted to the Meander Line at Mean Lower Low Water.	Comment: The easements are depicted on the Final Map as required by the condition.  Status: Complete.
36.	All Final Maps shall show both Mean High Water and the Meander Line at Mean Lower Low Water.	Comment: The Final Map shows mean high-water line.  Status: Complete.
37.	Shared Public Ways shall be shown as Public Rights-of-Way on all Final Maps. Subdivider and City shall enter in an Operation and Maintenance Agreement (O&M) for the Shared Public Ways, including Storm Drain and Catch Basins within 30 days of the approval of the Tentative Map. This O&M is a condition of the SIP permit.	Comment: There are no shared public ways within the subdivision.  Status: Complete.
38.	Final Maps shall maintain the horizontal datum as the "North American Datum of 1983: NAD83 (2011) 2010.00 Epoch" referenced by the "CCSF-2013 High Precision Network" (CCSF-HPN). Plane coordinates are based on the "City & County of San Francisco 2013 Coordinate System" (CCSF-CS13). The CCSF-CS13 is a low distortion projection designed for CCSF to provide plane coordinates in a ground system. (Book EE Records of Surveys Page 147-157 SFCR).	Comment: The Final Map reflects the required datum.  Status: Complete.
39.	CAD Polygons of all associated parcels shall be provided along with each Mylar submittal.	Comment: Subdivider will provide the required CAD polygons at the time of Mylar map submittal.  Status Complied
40.	Public Works does not approve Note No. 4 on Page No. 3 of the Tentative Map.	Comment: Noted.

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

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

## **EXHIBIT F**

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

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

## **EXHIBIT G**

### **DOCUMENTS TO BE SUBMITTED CONCURRENT WITH REQUEST FOR ACCEPTANCE**

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

## EXHIBIT H

### FORM OF MULTIPLE-OBLIGEE RIDER

#### MULTIPLE OBLIGEE RIDER

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

---

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

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

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

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

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

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

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

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

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**Treasure Island Series 2, LLC a Delaware limited liability company**

(Principal)

By: \_\_\_\_\_

**Treasure Island Development Authority**

(Primary Obligee)

By: \_\_\_\_\_

Robert Beck

Treasure Island Director

**[Insert name of surety]**

SURETY

By: \_\_\_\_\_



**EXHIBIT I-1**  
**PERFORMANCE BONDS**

**EXHIBIT I-2**

**LABOR AND MATERIALS BOND**

**(Labor and Materials Bond - Required Infrastructure)**

**EXHIBIT I-3**  
**MONUMENT BOND**

**EXHIBIT J**

**OWNERSHIP & MAINTENANCE MATRIX**

## **EXHIBIT K**

### **SEWERS SUBJECT TO VIDEO INSPECTION AND VIDEO INSPECTION REQUIREMENTS**

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

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

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

**EXHIBIT L**

**SURCHARGING AND CONSTRUCTION PROTECTION PLAN**

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

## **EXHIBIT M**

### **FORM OF UTILITY LICENSE**

#### **(Form of Utility License)**

#### **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

1. Grant of Temporary License.

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

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

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

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

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

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

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



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

7. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Add TIDA notice information if applicable]*

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

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

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

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

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

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

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

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

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

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

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

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

21. Insurance: Waiver of Subrogation.

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

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

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

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

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

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

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

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

**SUBDIVIDER:**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

**APPROVED AS TO FORM:**

DAVID CHIU,  
City Attorney

By: \_\_\_\_\_  
Sunny Tsou  
Deputy City Attorney

**EXHIBIT A**

**Description of License Area Improvements**

**[Attached]**

**EXHIBIT N**

**DESIGNATED HAUL ROUTE**

# DESIGNATED HAUL ROUTE





**EXHIBIT O**

**NOTICE OF TERMINATION**

**RECORDING REQUESTED BY:**

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

**WHEN RECORDED MAIL TO:**

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

---

Space Above This Line for  
Recorder's Use

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

Insert Date

Exhibit O

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

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

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

The Agreement is hereby terminated.

Dated: \_\_\_\_\_ in San Francisco, California

OWNER

By: \_\_\_\_\_ By: \_\_\_\_\_

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

APPROVED

Department of Public Works [or other affected Department]

By: \_\_\_\_\_  
Director

APPROVED AS TO FORM  
DAVID CHIU, City Attorney

By: \_\_\_\_\_  
John D. Malamut  
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

Beginning at a point . . . .

Assessor's Lot \_\_\_\_; Block \_\_\_\_\_



May 11, 2020

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

*Project Address:* **Treasure Island Road**  
*Assessor's Block/Lot:* **8945/007, 8938/001, 8938/002, etc.**

*Subdivision Number:* **PID 10347**  
*Planning Record Number:* **2020-004750SUB**

*Planner:* Kate Conner, Principal Planner, [Kate.Conner@sfgov.org](mailto:Kate.Conner@sfgov.org), (415) 575-6914

## 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).

Final Transfer Map No. 9837 created lots on portions of Treasure Island that are eligible for financing and conveyancing, but which are not subject to development. The property owner must obtain approval of final subdivision maps in order to develop the transfer lots.

## ACTION

The Map proposes the merger and re-subdivision of certain lots previously mapped pursuant to Final Transfer Map No. 9837. Approval of the Map and associated phased final maps will establish lots eligible for development. As described on the Map, the Subdivider seeks authorization to file multiple phased final maps pursuant to Government Code Section 66456.1. The Map would authorize the development of up to 2,132 residential condominium units, 2132 parking spaces, and 200 commercial condominium units that would serve the needs of island residents.

## FINDINGS

The San Francisco Planning Department (“Department”) hereby finds that the proposed Tentative map is consistent with the Project as defined in the Development Agreement. The Planning Commission adopted CEQA findings under Planning Commission Motion No. 18326 and approved the General Plan Referral for the Project under Resolution No. 18327.

The Department has also 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 San Francisco Planning Department makes the findings below pursuant to Subdivision Map Act, Gov’t Code § 66474(a)-(g):

- 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.*
- 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.*
- 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.*
- 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.*
- 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.*
- 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 the Tentative Subdivision Map.*

- 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.

*The Map proposes the merger and re-subdivision of certain lots previously mapped pursuant to Final Transfer Map No. 9837. Approval of the Map and associated phased final maps will establish lots eligible for development. As described on the Map, the Subdivider seeks authorization to file multiple phased final maps pursuant to Government Code Section 66456.1. The Map would authorize the development of up to 2,132 residential condominium units, 2132 parking spaces, and 200 commercial condominium units that would serve the needs of island residents. The development will balance housing, including new on-site affordable housing, with new and improved infrastructure, provide employment opportunities, as well as community facilities and parks for new and existing residents. The design of the proposed subdivision 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. The Project is consistent with and implements the Environmental Protection Element that calls for mixed-use, high density, transit-friendly, sustainable development. The Project's approvals include a Sustainability Plan, that among other things, set goals that include sea level resilience through the year 2100, 100% operational energy from renewable sources.*

Thank you,

Kate Conner, Principal Planner  
Office of Executive Programs



# LETTER # 1

## RESPOND BY: May 27, 2020

To: [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

Re: Tentative Map No. 10347, *Treasure Island Subphase 3*.

Assessor's Block/Lot: 8945 007, 8938 001....

Address: Treasure Island Road

San Francisco, Ca

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  
1155 Market St., 3rd floor  
San Francisco, CA 94103  
tel 415-554-5827

[sfpublicworks.org](http://sfpublicworks.org)  
[facebook.com/sfpublicworks](https://facebook.com/sfpublicworks)  
[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

### 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

## SAMPLE TREASURE ISLAND STAGE 2 PUBLIC SERVICE EASEMENTS

### EXHIBIT 1

#### FORM OF EASEMENT

**(Public Utility Easement in ROW, City Facilities on Land Subject to the Public Trust - Lot A, Lot D, Lot E, Lot F, Lot H, Lot I, Lot J, Lot M, Lot Q, Lot T, Lot U, Lot V, Lot W)**

RECORDING REQUESTED BY, AND WHEN  
RECORDED RETURN TO:

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

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

Assessor's Block 1939-154 (Lot A), 8945-003 (Lot A),  
1939-166 (Lot D), 1939-147 (Lot D), 1939-163 (Lot D),  
1939-170 (Lot E), 1939-135 (Lot F), 8945-004 (Lot F),  
1939-127 (Lot H), 1939-128 (Lot H), 1939-174 (Lot H),  
1939-132 (Lot I), 8934-001 (Lot I), 1939-138 (Lot J),  
8934-004 (Lot J), 1939-163 (Lot M), 8945-002 (Lot M),  
1939-139 (Lot Q), 8945-002 (Lot Q), 1939-141 (Lot T),  
1939-142 (Lot U), 8945-002 (Lot U), 1939-143 (Lot V),  
1939-145 (Lot W), 8945-002 (Lot W)  
Portions of Treasure Island

**[Space Above for Recorder's Use]**

#### 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**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**"), free of-the public trust for navigation, commerce, and fisheries ("**the Public Trust**"), in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"). The portion of the Easement Area within



Final Transfer Map 9837 Lots M and BF are not subject to the Public Trust. As to the portion of the Easement Area outside those lots, TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City’s option, within the Easement Area, City-owned underground utilities and surface appurtenances (collectively, “**City Facilities**”); (b) to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30’) of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

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

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities, except as set forth in Section 3, without the prior written authorization from the director of the affected City department.

3. City’s Use of the Easement Area.

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

b. Grantor anticipates dedicating the Easement Area to public use as a public right of way and recommending that the City make the same dedication and accept such right of

way for maintenance and liability. Upon dedication of the Easement Area as a public street or right of way by City, City shall comply with applicable policies, regulations, and procedures related to utility infrastructure located within the public right of way. Upon dedication of the Easement Area as a public street or right of way, such policies shall supersede the provisions of this Section 3.

c. City's Facilities shall be located beneath the surface of the ground except (i) in accordance with Section 1 and (ii) that appurtenances and protection for such appurtenances (such as surface markers, vault hatches, valve covers and manholes) may be constructed on the surface of the ground.

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

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

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

g. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed

by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

h. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

4. Indemnification. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4 shall survive the expiration and termination of this Easement Agreement.

5. Condition of Easement Area. City accepts its rights in the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. City acknowledges that the Easement Area is planned to be improved and used as public right of way. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

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

If to Grantor, to:

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

with a copy to

Attn: Grace Park (TIDA City Attorney)  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

If to City, to:

San Francisco Public Utilities Commission  
General Manager

525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102

with copies to:

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

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

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

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

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

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

*[Signature Page Follows]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**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: \_\_\_\_\_

**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: \_\_\_\_\_



## **EXHIBIT 2**

### **FORM OF EASEMENT**

#### **(Public Utility Easement in ROW, City Facilities on Land Free of the Public Trust - Lot B, Lot S and Lot Y)**

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

Assessor's Block 1939-133 (Lot B), 1939-144  
(Lot Y), 1939-169 (Lot S), 1939-137 (Lot S)  
Portions of Treasure Island

[Space Above for Recorder's Use]

### **EASEMENT AGREEMENT**

#### **(Public Utility Easement in ROW, City Facilities on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**") in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**").

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

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

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

a. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with the proper use, function, maintenance, repair, replacement of, or access to any City Facilities, except as set forth in Section 3, without the prior written authorization from the director of the affected City department.

3. City's Use of the Easement Area.

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

b. Grantor anticipates dedicating the Easement Area to public use as a public right of way and recommending that the City make the same dedication and accept such right of way for maintenance and liability. Upon dedication of the Easement Area as a public street or right of way by City, City shall comply with applicable policies, regulations, and procedures related to utility infrastructure located within the public right of way. Upon dedication of the Easement Area as a public street or right of way, such policies shall supersede the provisions of this Section 3.

c. City's Facilities shall be located beneath the surface of the ground except (i) in accordance with Section 1, and (ii) that appurtenances and protection for such appurtenances (such as surface markers, vault hatches, valve covers and manholes) may be constructed on the surface of the ground.

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

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

(3) consecutive days. The term “**Ordinary Maintenance and Repair**” means work in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

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

g. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3”) thick asphalt concrete over eight-inch thick (8”) Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City’s authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days’ notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

h. City may remove any improvements that may damage or interfere with City Facilities or impede access thereto without any notice, liability, or obligation to replace the same. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

4. Indemnification. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor’s Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City’s negligence or willful misconduct (or that of City’s Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4 shall survive the expiration and termination of this Easement.

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

6. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to “notify” the other party),

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

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

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

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

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

*[Signature Page Follows]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**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: \_\_\_\_\_



**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: \_\_\_\_\_

Exhibit A

Lot B

Lot S

Lot Y

Easement Area

## 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 \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**EXHIBIT 3**

**FORM OF EASEMENT**

(Public Utility Easement, Non-ROW, City Facilities on Land Subject to the Public Trust -  
PUE 1, PUE 2, PUE 3, PUE 4, PUE 6, PUE 8, PUE 9, PUE 12, PUE 13, PUE 14, PUE  
16, PUE 17, PUE 19)

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

[Space Above for Recorder's Use]

Assessor's Block 8945-003 (PUE 1), 8934-001  
(PUE 2, PUE 3), 8934-001 (PUE 4), 1939-148  
(PUE 6), 1939-149 (PUE 6), 8934 004 (PUE 8),  
8945-002 (PUE 9), 1939-126 (PUE 9), 8931-  
001 (PUE 12, PUE 13), 8931-001 (PUE 14),  
8931-003 (PUE 16), 8931-004 (PUE 16), 8945-  
002 (PUE 17, PUE 19)  
Portions of Treasure Island

**EASEMENT AGREEMENT**

**(Public Utility Easement, Non-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**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**"), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**"). TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco ("Official Records") on

November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, [ \_\_\_\_\_ ] as Document Number [ \_\_\_\_\_ ] and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below.

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right **(a)** to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of: (i) a joint trench, (ii) a storm drain, and/or (iii) a metered pedestal for irrigation controller and lighting, certain related infrastructure, all associated appurtenances, appliances, and fittings (collectively, "**City Facilities**"); **(b)** for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; **(c)** of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and **(d)** to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

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

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

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

c. In the event that Grantor elects to construct and maintain fences on or around the Easement Area, Grantor shall provide for City's immediate right of access to the Easement Area without prior notice or authorization to Grantor. Fence design, location, and

construction method for any fence that Grantor locates on or over City Facilities shall require City's prior written consent.

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

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

3. City's Use of the Easement Area.

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

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

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

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

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the

surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

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

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

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

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to "notify" the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:

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

with a copy to

Attn: Grace Park (TIDA City Attorney)  
Office of the City Attorney

City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place  
San Francisco, CA 94102

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

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

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

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

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

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

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

*[Signature Page Follows]*



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**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: \_\_\_\_\_

**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: \_\_\_\_\_

Exhibit A

PUE 1

PUE 2

PUE 3

PUE 4

PUE 6

PUE 8

PUE 9

PUE 12

PUE 13

PUE 14

PUE 16

PUE 17

PUE 19

## 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 \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

## **EXHIBIT 4**

### **FORM OF EASEMENT**

#### **Public Utility Easement, Non-ROW, City Facilities on Land Free of the Public Trust - PUE 5, PUE 10, PUE 11, PUE 15, PUE 20, PUE 21)**

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

[Space Above for Recorder's Use]

Assessor's Block 1939-131 (PUE 5), 1939-137  
(PUE 10), 1939-137 (PUE 11, PUE 15), 1939-121  
(PUE 20), 1939-131 (PUE 21)  
Portions of Treasure Island

### **EASEMENT AGREEMENT**

#### **(Public Utility Easement, Non-ROW, City Facilities on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation ("**TIDA**" or "**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns ("**City**"), a perpetual public utility easement for City-owned facilities ("**Easement**"), in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the "**Easement Area**").

1. Nature of Easement. The Easement is a perpetual, divisible, non-exclusive easement in gross, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of: (i) a joint trench, and/or (ii) a metered pedestal for irrigation controller and lighting, certain related infrastructure, all associated appurtenances,

appliances, and fittings (collectively, “**City Facilities**”); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30’) of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

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

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

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

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

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

3. City’s Use of the Easement Area.

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

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



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

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

e. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

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

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

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

5. Notices, Demands and Communications. Whenever any notice or any other communication is required or permitted to be given under any provision of this Easement Agreement (as, for example, where a party is permitted or required to “notify” the other party), such notice or other communication shall be in writing, signed by or on behalf of the party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, or (ii) if mailed, on the delivery date shown on the return receipt, in each case to the respective address(es) of the party to whom such notice is to be given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms, #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

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

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

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

*[Signature Page Follows]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**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: \_\_\_\_\_

**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.
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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: \_\_\_\_\_

Exhibit A

PUE 5

PUE 10

PUE 11

PUE 15

PUE 20

PUE 21

Easement Area



## 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 \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**EXHIBIT 5**

**FORM OF EASEMENT**

Public Utility Easement (Sanitary Sewer Lift Station), Non-ROW, City Facilities on Land  
Subject to the Public Trust (PUE 7)

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

[Space Above for Recorder's Use]

Assessor's Block 8934-001 (PUE 7), 8934-004  
(PUE 7), 1939-149 (PUE 7)  
Portions of Treasure Island

**EASEMENT AGREEMENT**

**(Public Utility Easement (Sanitary Sewer Lift Station), Non-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**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a perpetual public utility easement for City-owned facilities (“**Easement**”), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor’s certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”). TIDA previously reserved a divisible easement over the Easement Area in the following documents: (1) Quitclaim Deed and Reservation of Easements recorded in the Official Records of the City and County of San Francisco (“**Official Records**”) on November 10, 2015, as Document number 2015-K154698, as modified by the Seventh Memorandum Memorializing Location of Reserved Easements on Treasure Island and Yerba Buena Island recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_, and (2) Second Phase Quitclaim Deed and Reservation of Easements recorded in the Official Records on December 10, 2020 as Document

number 2020-065792, as modified by the First Memorandum Memorializing Location of Reserved Easements [Phase 2] recorded in the Official Records on \_\_\_\_\_ as Document number \_\_\_\_\_. This Easement Agreement conveys a subset of those reserved rights, as set forth below.

1. Nature of Easement. The Easement is a perpetual, divisible, exclusive easement in gross, free of the public trust for navigation, commerce, and fisheries, including the right (a) to construct, install, maintain, repair, restore, remove, replace, alter, expand, and reconstruct, from time to time, at City's option, within the Easement Area, City-owned utility facilities consisting of a sanitary sewer lift station, certain related infrastructure, associated appurtenances, appliances, and fittings (collectively, "**City Facilities**"); (b) for underground facilities, to excavate to access City Facilities from the surface of the ground, with not less than thirty feet (30') of vertical clearance above the surface to permit the installation and removal of City Facilities from the surface; (c) of ingress and egress for City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors ("**City's Agents**"), vehicles and equipment to and from the Easement Area over the lands of Grantor; and (d) to place temporary facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service (provided that any such temporary above-ground facilities or equipment shall be maintained only so long as needed to address the emergency or perform the repair work).

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

3. City's Use of the Easement Area.

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

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

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

Easement Area. City shall not be liable in any manner, and Grantor hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry onto or use of the Easement Area, except to the extent resulting directly from the active negligence or willful misconduct of City or its contractors or agents, or City's breach of its covenants in this Easement Agreement.

d. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor pursuant to City's authorization as described in Section 2. In an emergency, as determined by City in its sole discretion, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide at least ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

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

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

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

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

party as provided in this Section 5. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms, #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Utilities Commission Real Estate Director 525 Golden Gate Avenue, 10th Floor San Francisco, CA 94102  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

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

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

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

*[Signature Page Follows]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

*[Signatures continue on following page]*

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

**APPROVED AS TO FORM:**

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*



**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: \_\_\_\_\_

**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: \_\_\_\_\_

Exhibit A

PUE 7

Easement Area

Exhibit 5

## 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 \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

## **EXHIBIT 6**

### **FORM OF ASSIGNMENT OF EASEMENT AGREEMENT**

#### **(Assignment of TIDA Easement Over Job Corps Property to City)**

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:

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

Exempt from documentary transfer tax pursuant to California Revenue  
and Taxation Code §11922. Exempt from recording fees pursuant to California  
Government Code §27383. Governmental agency acquiring title.

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APN (portion): 1939-028  
Treasure Island

### **ASSIGNMENT OF EASEMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT (“**Assignment**”) made as of \_\_\_\_\_, 2025, by the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, as assignor (“**Assignor**”), to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns, as assignee (“**Assignee**”). The Assignor and Assignee may be referred to herein as a “**Party**” or collectively as the “**Parties**.”

### **RECITALS**

- A. THE UNITED STATES OF AMERICA, acting by and through the Department of Labor Employment & Training Administration (“**Easement Grantor**”), is the owner of certain real property located in the City and County of San Francisco, State of California, commonly known as the Treasure Island Job Corps Center, with a street address of 351 Avenue H, San Francisco, California 94130 (“**Property**”).
- B. Assignor and Easement Grantor are parties to that certain Easement Agreement (Public Utility Easement, Sidewalk and Bicycle Path, Bus Operator Restrooms, Street Lighting and Other Facilities) recorded in the San Francisco Assessor-

Recorder's office on January 29, 2025, as Document number 2025008879 ("Easement"), attached as Exhibit 1. The Easement encumbers the Property.

- C. In order to continue the development of Treasure Island, Assignor now desires to assign its rights and obligations under the Easement to Assignee, and Assignee desires to accept such assignment.
- D. Pursuant to Section 3.b of the Easement, Assignor notified Easement Grantor of its intent to assign and transfer the Easement to Assignee. Easement Grantor's consent is not required.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

### AGREEMENT

1. **Assignment.** Assignor does hereby assign, transfer, convey, remise, release, and forever quitclaim to Assignee all of Assignor's assignable rights, title, interests and obligations in and to (a) the Easement, and (ii) Assignee agrees to assume all rights, title, interests and obligations in the Easement from and after the Effective Date of this Assignment. From and after the Effective Date, (1) all references to the "Grantee" or "TIDA", in the Easement shall mean Assignee, and (2) Assignee shall inherit all of Assignor's rights and remedies in the Easement, including but not limited to any right described in Section 1 of the Easement.
2. **Notification and Consents.** No additional notices and no third-party consents are necessary to assign the Easement to Assignee.
3. **Effective Date.** The effective date of this Assignment (the "**Effective Date**") shall be the date that this Assignment is recorded in the San Francisco Assessor-Recorder's Office.
4. **Definitions.** Unless specifically defined herein, all capitalized terms shall have the same meaning provided in the Easement.
5. **Notices.** Notices shall be sufficient under this Assignment if made in writing to the addressees provided below, or to such other addressees as the Parties may designate from time to time in writing:

If to Assignor, to:

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

with a copy to

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton R. Goodlett Place

San Francisco, CA 94102  
Attn: Real Estate/ Finance Team

If to Assignee, to:

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

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

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

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

6. **Counterparts.** This Assignment may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.
7. **Authority.** Assignor and Assignee each represent and warrant that they have the full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting the Property.
8. **Binding Effect.** This Assignment shall be binding upon the Parties and their respective successors and assigns.
9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of California, provided, that in the event of a conflict between Federal law and the laws of the State of California, the Federal law shall govern.
10. **Miscellaneous Provisions.** (i) This Assignment constitutes the entire understanding and agreement of the parties with respect to the matters set forth herein. This Assignment supersedes all negotiations or previous agreements between the Parties respecting the subject

matter of this Assignment. (ii) The Exhibit referenced in and attached to this Assignment are incorporated into and made a part of this Assignment.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Robert Beck  
Treasure Island Director

ASSIGNEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to Assignor)

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to Assignee)

Authorized by Board of Supervisors  
Resolution No. [#]  
Adopted [DATE]



**Exhibit 1**  
**Easement Agreement**

**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 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)

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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State of California )

County of \_\_\_\_\_ )

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)

## CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT dated \_\_\_\_\_, from the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, to the City and County of San Francisco, a municipal corporation ("Assignee"), is hereby accepted by order of its Board of Supervisors' Resolution No. [#], adopted on \_\_\_\_\_, 202\_, and approved by the Mayor on \_\_\_\_\_, 202\_, and Assignee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO, a  
municipal corporation

By: \_\_\_\_\_

Sarah R. Oerth, Director of Property

## **EXHIBIT 7**

### **FORM OF EASEMENT**

#### **(Temporary Access Easement on Land Free of the Public Trust – PAE 2, PAE 3, PAE 5)**

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

[Space Above for Recorder's Use]

Assessor's Block 1939-131 (PAE 2, PAE 3),  
8933-004 (PAE 5)  
Portions of Treasure Island

### **EASEMENT AGREEMENT**

#### **(Temporary Access Easement on Land Free of the Public Trust)**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation (“**TIDA**” or “**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation and its successors and assigns (“**City**”), a temporary access easement (“**Easement**”), free of the public trust for navigation, commerce, and fisheries, in, across, and through Grantor's certain real property, which is located in San Francisco, California and described and depicted in attached Exhibit A (the “**Easement Area**”).

1. Nature of Easement. The Easement is a non-exclusive, temporary easement in gross for public pedestrian and vehicular (including emergency vehicles) ingress, egress, and access on, over, and across the Easement Area, including improvements located thereon.

2. Grantor's Reserved Rights. Grantor, on behalf of itself, its agents, contractors, subcontractors, suppliers, consultants, employees, invitees or other authorized persons acting for or on behalf of Grantor, including but not limited to any lessee and its tenants (collectively,

“**Grantor’s Agents**”), reserves the right to use the Easement Area, in any way not inconsistent with the above grant of Easement, subject to the conditions below, which conditions benefit and ensure access for all emergency vehicles owned by City or by other licensed public or private operators. In the event of any conflict between the terms of this Section 2 and other provisions of this Easement Agreement, the terms of this Section 2 shall govern.

a. Interference. Grantor shall not use the Easement Area or permit the same to be used for any purpose or in any manner that will interfere with emergency vehicle access.

b. Maintenance and Repair. Grantor shall maintain the Easement Area, and any surface improvements from time to time constructed thereon, at all times in a level, good and safe condition consistent with emergency access and City’s load requirements for emergency vehicles. Grantor shall perform such repair and maintenance at its sole expense and to the City’s reasonable satisfaction. City shall have no obligation under this Easement Agreement to maintain or repair the Easement Area or to maintain, repair, replace or remove any improvements or materials in the Easement Area.

c. City’s Right to Remove Interfering Improvements. City may remove any improvements that may damage or interfere with or impede vehicle access without any notice, liability, or obligation to replace the same except as provided in Section 3. The foregoing sentence shall not apply to any improvements constructed pursuant to improvement plans previously reviewed and approved by City.

d. Default; Enforcement. Grantor’s failure to perform any of its covenants or obligations under this Section 2 and to cure such non-performance within thirty (30) calendar days of written notice by City of such failure shall constitute a default under this Easement Agreement; provided that if more than thirty calendar (30) days are reasonably required to cure such failure, no event of default shall occur if Grantor commences such cure within such thirty (30) day period and diligently prosecutes such cure to completion. Upon such default, City shall be entitled to enforce its rights under this Section 2 and the Easement Agreement in any forum of appropriate jurisdiction.

### 3. City’s Use of the Easement Area.

a. City’s rights under this Easement may be exercised by City and its representatives, agents, employees, officers, suppliers, consultants, contractors, and subcontractors (“**City’s Agents**”).

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

in the Easement Area that can be reasonably expected to be completed within three (3) consecutive days.

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

d. Upon completion of any construction, maintenance or repair involving excavation within or around the Easement Area (including but not limited to any Major Work or Ordinary Maintenance and Repair), City shall, at its cost, backfill the excavation and restore the surface in accordance with the terms of this Section 3. Where the disturbed surface area is paved, City shall restore the area with three-inch (3") thick asphalt concrete over eight-inch thick (8") Portland cement concrete or its cost equivalent. Where the disturbed surface area is not paved, City shall restore the area with native backfill. City shall not be liable for damage to, or required to restore, any other improvements or vegetation within the Easement Area. City shall not be responsible for the cost of removing, restoring or replacing any improvements previously installed by Grantor as described in Section 2. In an emergency, as determined by City in its sole discretion, City may remove any such improvements without notice, liability, or obligation to replace the same. In a non-emergency, City shall provide a minimum of ten (10) business days' notice to Grantor to remove such improvements prior to City commencing work within the Easement Area.

4. Indemnification. City shall indemnify, defend (with counsel reasonably approved by Grantor and Grantor's Agents), and hold Grantor harmless from and against any cost, expense, liability, damage or injury to property or persons to the extent caused by City's negligence or willful misconduct (or that of City's Agents) in the exercise of the rights granted to, or reserved by, City hereunder. Notwithstanding anything herein to the contrary, this Section 4 shall survive the expiration and termination of this Easement.

5. Condition of Easement Area. City accepts its rights in the Easement Area in its current "as is" condition without any warranty (express or implied) by Grantor. City acknowledges that portions of the Easement Area are planned to be improved and used as public right of way. Grantor and City shall conduct all of their respective activities within the Easement Area in a manner such that the Easement Area remains in a good, safe condition.

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

given as set forth below, or at such other address of which such party shall have given notice to the other party as provided in this Section 6. Legal counsel for any party may give notice on behalf of such party.

If to Grantor, to:	Treasure Island Development Authority 1 Avenue of the Palms #241 San Francisco, CA 94130 Attn: Robert Beck
with a copy to	Attn: Grace Park (TIDA City Attorney) Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102
If to City, to:	San Francisco Public Utilities Commission General Manager 525 Golden Gate Avenue, 13th Floor San Francisco, CA 94102
with copies to:	San Francisco Public Works 49 S. Van Ness Ave., Suite 1600 San Francisco, CA 94103  San Francisco Real Estate Division Real Estate Director 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102  Office of the City Attorney City Hall, Room 234 1 Dr. Carlton R. Goodlett Place San Francisco, CA 94102 Attn: Real Estate/Finance Team

7. Term; Termination. The term of the Easement shall run from recordation of this Easement Agreement until the termination described in this Section 7. The Easement will automatically terminate and be of no force and effect as follows:

a. As to the portion of the Easement Area described as PAE 2, upon City's acceptance and public dedication of the Designated Remainder of Lot X of Final Transfer Map No. 9837, recorded July 24, 2019, as Document No. 2019-K787065, of the Official Records of the City and County of San Francisco ("FTM 9837"), as a public right-of-way such that the Easement Area is no longer needed for the purposes described in Section 1. City shall, at such



time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area;

b. As to the portion of the Easement Area described as PAE 3, upon City's acceptance and public dedication of the Designated Remainder of Lot AE of FTM 9837, as a public right-of-way such that the Easement Area is no longer needed for the purposes described in Section 1. City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area;

c. As to the portion of the Easement Area described as PAE 5, upon the earlier of:

(i) City's acceptance and public dedication of any continuation of Peacemakers Street through the Job Corps Parcel (as shown on plat to accompany the legal description of PAE-5), as a public right-of-way such that this portion of the Easement Area is no longer needed for the purposes described in Section 1. Peacemakers Street may be extended through the Job Corps Parcel if the Job Corps Parcel is incorporated into the exchange authorized by that certain Compromise Title Settlement and Land Exchange Agreement for Treasure Island and Yerba Buena Island, recorded in the San Francisco Assessor-Recorder's office on January 14, 2015, as Document number 2015-K005565-00;

(ii) issuance of a certificate of occupancy, or equivalent, for a parking garage on Lot 33 of FTM 9837, provided that such parking garage includes a turnaround or other facility (either within or adjacent to the parking garage) to accommodate emergency vehicle access and access for City maintenance vehicles; or

(iii) such other conditions as mutually agreed upon by City and TIDA. City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in that portion of the Easement Area; and

d. When the conditions for termination as to all portions of the Easement Area have been met, as described above, then the City shall, at such time and upon the request of Grantor, execute a quitclaim to Grantor relinquishing its interest in the Easement.

8. Abandonment of Easement. City may, at its sole option, abandon the Easement by recording a quitclaim deed. Except as otherwise provided in this Easement Agreement, upon recording such quitclaim deed, the Easement and all rights, duties and liabilities hereunder shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph shall be deemed abandonment of the Easement. The dedication of this Easement is expressly intended to be temporary in nature, with the City's rights hereunder terminating upon the occurrence of the conditions described in Section 7. Accordingly, City acknowledges that acceptance of the Easement and the public's rights hereunder as a result of any related public dedication, are terminable automatically per Section 7 without further action of City's Board of Supervisors.

9. Exhibits. The exhibits referenced in and attached to this Easement Agreement are incorporated into and made a part of this Easement Agreement. Grantor and City acknowledge

that the precise locations described in the attached exhibits may change upon construction of access-related improvements in those locations. In such an event, Grantor and City agree to work together in good faith to amend and restate this Easement Agreement as needed to reflect the area required for the access as actually installed.

10. Binding Effect. The conditions and covenants contained in this Easement Agreement shall run with the land, burden the Easement Area and be binding on and benefit Grantor and City and their respective agents, successors and assigns unless earlier terminated in accordance with the terms and conditions of this Easement Agreement.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND DEVELOPMENT AUTHORITY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Robert Beck  
Title: Treasure Island Director

**APPROVED AS TO FORM:**

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Grace Park  
Deputy City Attorney  
(as counsel to TIDA)

[Signatures continue on following page]

**GRANTEE:**

CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation

By:

\_\_\_\_\_  
Sarah R. Oerth  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By:

\_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney  
(as counsel to City)

*[Notary Acknowledgment Follows]*

**CERTIFICATE OF ACKNOWLEDGMENT**  
**OF NOTARY PUBLIC**

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--

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: \_\_\_\_\_

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Exhibit 7

Exhibit A

PAE 2

PAE 3

Easement Area

## 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 \_\_\_\_\_, 20\_\_, as set forth in Exhibit A, is hereby accepted pursuant to Board of Supervisors' Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_

CITY AND COUNTY OF SAN  
FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Sarah R. Oerth  
Director of Property

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
2<sup>ND</sup> 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

February 17, 2022

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

Re: Tentative Subdivision Map 10347 Consistency Determination

Ms. Short:

In compliance with the Treasure Island and Yerba Buena Island Subdivision Code and all amendments thereto, including without limitation Subdivision Code section 1734, the Treasure Island Development Authority ("TIDA") has reviewed the pending application for Tentative Subdivision Map No. 10347 ("the Tentative Map"), and finds that the proposed Tentative 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 ("the DDA") between TIDA and Treasure Island Community Development, LLC ("Subdivider") dated June 28, 2011, and applicable City Regulations, as defined in San Francisco Subdivision Code section 1707(e), as such Project Documents and City Regulations exist as of this date.

Pursuant to the DDA and other Project Documents, Subdivider is authorized to construct up to 8,000 dwelling units on Treasure Island and Yerba Buena Island. The Tentative Map provides for a maximum of 2,132 residential condominium units; the final map or maps based on the Tentative Map will be the definitive record of the number of units built in this subdivision.

Regards,

DocuSigned by:

*Robert Beck*

15A862EA3FCC428...

Robert P. Beck  
Treasure Island Director  
Treasure Island Development Authority



<b>EXHIBIT C:</b> <b>MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b> <b>(Includes Text for Adopted Mitigation and Improvement Measures)</b>				
MEASURES ADOPTED AS CONDITIONS OF APPROVAL	Responsibility for Implementation	Schedule	Monitoring/Reporting Responsibility	Status/Date Completed
<b>MITIGATION MEASURES FOR THE TREASURE ISLAND/YERBA BUENA ISLAND PROJECT</b>				
<i>Cultural and Paleontological Resources (Archeological Resources) Mitigation Measures</i>				
<p><b>Mitigation Measure M-CP-1: Archaeological Testing, Monitoring, Data Recovery and Reporting.</b> Based on a reasonable presumption that archaeological resources may be present within the Redevelopment Plan Project Area, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsors shall retain the services of an archaeological consultant from the pool of qualified archaeological consultants maintained by the Planning Department archaeologist. The archaeological consultant shall undertake an archaeological testing program as specified herein. In addition, a professionally qualified geo-archaeologist shall undertake a geo-archaeological assessment of the project area. The archaeological consultant shall be available to conduct an archaeological monitoring and/or data recovery program if required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure and the requirements of the ARDTP (Archeo-Tec, Archaeological Research Design and Treatment Plan, Treasure Island Redevelopment Plan Project, City and County of San Francisco, CA, October 2009) at the direction of the Environmental Review Officer ("ERO"). In instances of inconsistency between the requirements of the project ARDTP and the requirements of this mitigation measure, the requirements of this archaeological mitigation measure shall prevail. All plans and reports prepared by the consultant as specified herein 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. Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for 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 to a less-than-significant level of potential effects on a significant archaeological resource as defined in <i>CEQA Guidelines</i> Section 15064.5 (a)(c).</p> <p><b>Archaeological Testing Program</b></p> <p>The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan ("ATP"). The archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely</p>	<p>Project sponsors* to retain qualified professional consultants (archaeologist and geo-archaeologist) from the pool of consultants maintained by the Planning Department</p>	<p>Prior to commencement of soil-disturbing activities, submittal of reports for approval by Planning Department</p>	<p>(See below regarding archaeologist's reports.)</p> <p>Geo-archeological consultant to submit geo-archaeological assessment of the project area to Planning Department with a copy to TIDA</p>	
	<p>Archaeological consultant to undertake</p>	<p>Archaeological Testing Plan to be submitted to and approved by ERO</p>	<p>Consultant to prepare ATP in consultation with the ERO.</p>	

\*Note: For purposes of this MMRP, unless otherwise indicated the term "project sponsors" shall mean the project sponsor or other persons assuming responsibility for implementation of the mitigation measure under the DDA, Vertical DDAs, or other transfer documents.

**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>affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archaeological testing program will be to determine, to the extent possible, the presence or absence of previously undiscovered archaeological resources and to identify and to evaluate whether any archaeological resource encountered on the site constitutes an historical resource under CEQA.</p> <p>At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present, the ERO, in consultation with the archaeological consultant, shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archaeological testing, archaeological monitoring, and/or an archaeological data recovery program. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsors, either:</p> <p>(A) The proposed project shall be re-designed so as to avoid any adverse effect on the significant archaeological resource; or</p> <p>(B) A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible, in which case interpretive reuse shall be required.</p> <p><b>Archaeological Monitoring Program (AMP)</b></p> <p>If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program shall be implemented, the archaeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> <li>The archaeological consultant, project sponsors, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils-disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what project activities shall be archaeologically monitored. In most cases, any soils-disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context;</li> </ul>	<p>archaeological testing program</p> <p>Archaeological consultant to submit results of testing, and in consultation with ERO, determine whether redesign or a data recovery program is warranted</p> <p>Project sponsors and their archaeologist(s), in consultation with ERO</p> <p>and</p>	<p>prior to testing, which is to be prior to any excavation for each phase of site preparation or construction</p> <p>At the completion of the archaeological testing program</p> <p>Prior to any demolition or removal activities, and during construction at any location</p>	<p>Consultant to submit report of findings from testing program to Planning Department with a copy to TIDA</p> <p>Consultant to prepare Archaeological Monitoring Program (AMP) in consultation with the ERO.</p>	

*Note:* For purposes of this MMRP, unless otherwise indicated the term “project sponsors” shall mean the project sponsor or other persons assuming responsibility for implementation of the mitigation measure under the DDA, Vertical DDAs, or other transfer documents.

**(Includes Text for Adopted Mitigation and Improvement Measures)**

<b>MEASURES ADOPTED AS CONDITIONS OF APPROVAL</b>	<b>Responsibility for Implementation</b>	<b>Schedule</b>	<b>Monitoring/Reporting Responsibility</b>	<b>Status/Date Completed</b>
<ul style="list-style-type: none"> <li>The archaeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archaeological resource;</li> <li>The archaeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with the project archaeological consultant, determined that project construction activities could have no effects on significant archaeological deposits;</li> <li>The archaeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;</li> <li>If an intact archaeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archaeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile-driving activity (foundation, shoring, etc.), the archaeological monitor has cause to believe that the pile-driving activity may affect an archaeological resource, the pile-driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological deposit, and present the findings of this assessment to the ERO.</li> </ul> <p>Whether or not significant archaeological resources are encountered, the archaeological consultant shall submit a written report of the findings of the monitoring program to the ERO.</p> <p><b>Archaeological Data Recovery Program</b></p> <p>The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan ("ADRP"). The archaeological consultant, project sponsors, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archaeological consultant shall submit a draft ADRP to the ERO.</p>	<p>Archeological monitor and project sponsors' and their construction contractors</p>                      <p>Archaeological consultant</p>                      <p>Project sponsors and their archaeologist, in consultation with ERO</p>	<p>As construction contractors are retained, prior to any soils-disturbing activities</p> <p>Schedules for monitoring to be established in the AMP, in consultation with ERO</p>                      <p>Upon completion of soil-disturbing activities on each site</p>	<p>Archaeological consultant to advise all construction contractors</p>                      <p>Archaeological monitor(s) to observe construction according to the schedules established in the AMP for each site</p>                      <p>Archaeological monitor(s) shall temporarily redirect construction activities as necessary and consult with ERO</p>                      <p>Written report of findings of each monitoring program to be submitted to ERO with a copy to TIDA</p>	

*Note:* For purposes of this MMRP, unless otherwise indicated the term “project sponsors” shall mean the project sponsor or other persons assuming responsibility for implementation of the mitigation measure under the DDA, Vertical DDAs, or other transfer documents.

<b>EXHIBIT C:</b> <b>MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b> <b>(Includes Text for Adopted Mitigation and Improvement Measures)</b>				
<b>MEASURES ADOPTED AS CONDITIONS OF APPROVAL</b>	<b>Responsibility for Implementation</b>	<b>Schedule</b>	<b>Monitoring/Reporting Responsibility</b>	<b>Status/Date Completed</b>
<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"> <li>• Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.</li> <li>• Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.</li> <li>• Discard and De-accession Policy. Description of and rationale for field and post-field discard and de-accession policies.</li> <li>• Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archaeological data recovery program.</li> <li>• Security Measures. Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally damaging activities.</li> <li>• Final Report. Description of proposed report format and distribution of results.</li> <li>• 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.</li> </ul> <p><b>Human Remains and Associated or Unassociated Funerary Objects</b></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>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>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><b>Final Archaeological Resources Report</b></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><b>Mitigation Measure M-CP-3: Paleontological Resources Monitoring and Mitigation Program.</b> 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>	
<b>Cultural and Paleontological Resources (Historical Resources) Mitigation Measures</b>				
<p><b>Mitigation Measure M-CP-6: Review of Alterations to the Contributing Landscape of Building 1.</b> 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			
<b>Mitigation Measure M-CP-7: Review of New Construction within the Contributing Landscape West of Building 1.</b> 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	
<b>Mitigation Measure M-CP-9: Documentation and Interpretation</b> <u>Documentation</u> 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. 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. 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. Either HABS/HAER standard large format or digital photography shall be used. If	Project sponsors to retain qualified professional consultant. Consultant to prepare documentation  TIDA shall review, request revisions if appropriate, and ultimately approve documentation	Prior to any action to demolish or remove the Damage Control Trainer, Consultant to submit HABS/HAER/HALS Guidelines documentation for review by TIDA.	Consultant to submit draft and final documentation prepared pursuant to HABS/HAER/HALS Guidelines to TIDA for review and approval.  Following approval of documentation, consultant to transmit documentation to the SF History Center in SF Library, TIDA, Planning Department, and NWIC.	

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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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<b>Transportation Mitigation Measures</b>				
<p><b>Mitigation Measure M-TR-1: Construction Traffic Management Program.</b> 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"> <li>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.</li> <li>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"> <li>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.</li> <li>For construction activities conducted within Caltrans right-of-way, Caltrans Deputy Directive 60 (DD-60) requires a separate Transportation Management</li> </ul> </li> </ul>	<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"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	<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><b>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.</b> 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"> <li>• Elimination or reduction of the proposed median on Treasure Island Road between First Street and just south of Macalla Road; and</li> <li>• 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.</li> </ul>	<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><b>Mitigation Measure M-NO-1a: Reduce Noise Levels During Construction.</b> The following practices shall be incorporated into the construction contract agreement documents to be implemented by the construction contractor:</p> <ul style="list-style-type: none"> <li>• Provide enclosures and mufflers for stationary equipment, shroud or shield impact tools, and install barriers around particularly noisy activities at the construction sites so that the line of sight between the construction activities and nearby sensitive receptor locations is blocked;</li> <li>• Use construction equipment with lower noise emission ratings whenever feasible, particularly for air compressors;</li> <li>• Provide sound-control devices on equipment no less effective than those provided by the manufacturer;</li> <li>• Locate stationary equipment, material stockpiles, and vehicle staging areas as far as practicable from sensitive receptor locations;</li> <li>• Prohibit unnecessary idling of internal combustion engines;</li> <li>• Require applicable construction-related vehicles and equipment to use designated truck routes to access the project sites;</li> <li>• Implement noise attenuation measures to the extent feasible, which may include, but are not limited to, noise barriers or noise blankets. The placement of such attenuation measures shall be reviewed and approved by the Director of Public Works prior to issuance of development permits for construction activities; and</li> <li>• Designate a Noise Disturbance Coordinator who shall be responsible for</li> </ul>	<p>Project sponsors and their construction contractor(s)</p>	<p>For each construction permit. Construction contractors to report on noise measures implemented on a monthly basis.</p>	<p>Construction contractors to report on implementation on a monthly basis to DPW if construction is permitted under a street permit, or DBI if construction is under a site or building permit, or SFPUC if construction is for a SFPUC-owned facility.</p>	
	<p>TIDA to designate Noise Disturbance Coordinator; all construction contractors shall</p>	<p>Noise Disturbance Coordinator to be available throughout all construction phases until buildout is complete.</p>		

mitigation measure under the DDA, Vertical DDAs, or other transfer documents.

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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.	work with Coordinator and post construction schedule			
<p><b>Mitigation Measure M-NO-1b: Pile Driving Noise-Reducing Techniques and Muffling Devices.</b> 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>	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>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><b>Mitigation Measure M-NO-2: Pre-Construction Assessment to Minimize Impact Activity and Vibro-compaction Vibration Levels.</b> 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>	Project sponsors and qualified geotechnical engineer(s) engaged by project sponsors	<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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<b>EXHIBIT C:</b> <b>MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b> <b>(Includes Text for Adopted Mitigation and Improvement Measures)</b>				
<b>MEASURES ADOPTED AS CONDITIONS OF APPROVAL</b>	<b>Responsibility for Implementation</b>	<b>Schedule</b>	<b>Monitoring/Reporting Responsibility</b>	<b>Status/Date Completed</b>
Inspection.		recommended by geotechnical engineer		
<b>Mitigation Measure M-NO-5: Residential, School, and Transient Lodging Land Use Plan Review by Qualified Acoustical Consultant.</b> 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	<p>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</p> <p>Monitoring to be carried out at least one time within one year following completion and occupancy of each residential, hotel, or educational building</p>	<p>Consultant(s) to submit reports to Department of Building Inspection.</p> <p>Building designers to follow the recommendations of the acoustical consultant. DBI to review plans to ensure recommendations are included in plans.</p> <p>Monitoring report to be filed with DBI by acoustical consultant</p>	
<b>Mitigation Measure M-NO-6: Stationary Operational Noise Sources.</b> 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.	<p>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</p> <p>Project sponsors to retain qualified expert to monitor</p>	<p>Site and noise attenuation features to be established during design of each utility or industrial stationary noise source</p> <p>Monitoring to be carried out within three months of installation of stationary noise sources, at each structure with stationary noise sources</p>	<p>Reports of monitoring results to be submitted to TIDA</p> <p>with copies to Planning Department</p>	

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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
	sound from each stationary noises source, and retain qualified acoustical engineer if noise standards are exceeded.			
<b><i>Air Quality Mitigation Measures</i></b>				
<b>Mitigation Measure M-AQ-1: Implementation of BAAQMD-Identified Basic Construction Mitigation Measures.</b> The following eight BAAQMD-identified construction mitigation measures shall be incorporated into the required Construction Dust Control Plan for the Proposed Project: 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	
<b>Mitigation Measure M-AQ-2: Construction Exhaust Emissions.</b> TIDA shall require project sponsors to implement combustion emission reduction measures, during construction activities, including the following measures: <ul style="list-style-type: none"> <li>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</li> </ul>	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"> <li>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.</li> </ul> <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"> <li>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") (<a href="http://www.arb.ca.gov/diesel/verdev/verdev.htm">http://www.arb.ca.gov/diesel/verdev/verdev.htm</a>).</li> <li>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.</li> <li>The project applicant shall utilize 2010 or newer model year haul trucks, to the extent that they are commercially available.</li> <li>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.</li> </ul>	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><b>Mitigation Measure M-AQ-3:</b> 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><b>Mitigation Measure M-AQ-4: Implement Additional Construction Mitigation Measures Recommended for Projects with Construction Emissions Above Thresholds.</b> 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"> <li>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.</li> <li>2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.</li> <li>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.</li> <li>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.</li> <li>5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited.</li> <li>6. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.</li> <li>7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.</li> <li>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.</li> <li>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.</li> <li>10. Minimizing the idling time of diesel-powered construction equipment to two minutes.</li> <li>11. Same as Mitigation Measure AQ-2.</li> </ol>	<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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**(Includes Text for Adopted Mitigation and Improvement Measures)**

[illegible]

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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><b><u>Mitigation Measure M-WS-4: Ongoing Review and Mitigation of Hazardous Wind Impacts</u></b></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>Planning Department, project sponsors' wind consultant(s), and project sponsors' architects and engineers</p>	<p>Prior to schematic design approval of the building(s) on any parcel within the Project Development Area</p>	<p>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>	TIDA to maintain documentation	Ongoing until full buildout	Planning Department to provide copies of documentation for vertical development to TIDA as they are prepared.	

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<b><i>Biological Resources Mitigation Measures</i></b>				
<b>Mitigation Measure M-BI-1a: Surveys for Special-Status Plants.</b> 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.	Project sponsors to retain qualified professional consultant to carry out and report on surveys  TIDA to maintain copies of all reports	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.	TIDA to provide copies of all survey reports to Planning Department	
<b>Mitigation Measure M-BI-1b: Pre-project Surveys for Nesting Birds.</b> Pre-project surveys shall be conducted by a qualified biologist for nesting birds between February 1st and August 15 <sup>th</sup> 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.	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	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.	Copies of all reports to be provided to TIDA and Planning Department	
<b>Mitigation Measure M-BI-1c: Minimizing Disturbance to Bats.</b> 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	Project sponsors to retain qualified bat biologist to carry out surveys, in consultation with CDFG if buffer is proposed to be	Throughout the construction phases, with particular attention prior to construction at each site and/or structure	Copies of all reports to be provided to TIDA and Planning Department	

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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			
<b>Mitigation Measure M-BI-1d: Control of Domestic and Feral Animals.</b> 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	
<b>Mitigation Measure M-BI-1e: Monitoring During Off-Shore Pile Driving.</b> 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"> <li>• Use as few piles as necessary in the final terminal design;</li> <li>• Use vibratory hammers for all steel piles;</li> <li>• Use cushion blocks between the hammer and the pile;</li> <li>• Restrict pile driving to June 1 to November 30 work window as recommended by NOAA Fisheries to protect herring and salmonids;</li> </ul>	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.				
<b>Mitigation Measure M-BI-2a: Restriction of Construction Activities.</b> 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	
<b>Mitigation Measure M-BI-2b: Seasonal Limitations on Construction Work.</b> 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	
<b>Mitigation Measure M-BI-2c: Eelgrass Bed Survey and Avoidance.</b> 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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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><b>Mitigation Measure M-BI-4a: Minimizing Bird Strikes.</b> 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"> <li>• 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;</li> <li>• Decrease continuity of reflective surfaces using “visual marker” design techniques, which techniques may include: <ul style="list-style-type: none"> <li>– Patterned or fritted glass, with patterns at most 28 centimeters apart,</li> <li>– 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,</li> <li>– Geometric fenestration patterns that effectively divide a window into smaller panes of at most 28 centimeters, and/or</li> <li>– Decals with patterned or abstract designs, with the maximum clear spaces at most 28 centimeters square.</li> </ul> </li> <li>• 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</li> </ul>	<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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<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"> <li>• 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;</li> <li>• Mute reflections in glass using strategies such as angled glass, shades, internal screens, and overhangs; and</li> <li>• 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.</li> </ul> <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"> <li>• Avoid installation of lighting in areas where not required for public safety;</li> <li>• 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"> <li>– Installing motion-sensitive lighting,</li> <li>– Installing task lighting,</li> <li>– Installing programmable timers, and</li> <li>– Installing fixtures that use lower-wattage, sodium, and blue-green lighting.</li> </ul> </li> <li>• Install strobe or flashing lights in place of continuously burning lights for obstruction lighting.</li> <li>• Use rotating beams instead of continuous light; and</li> <li>• 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.</li> </ul>				

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<p><u><i>Antennae, Monopole Structures, and Rooftop Elements</i></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><i>Educating Residents and Occupants</i></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><i>Documentation</i></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>	TIDA and Planning Department	ongoing	TIDA and Planning Department	
<p><b>Mitigation Measure M-BI-8 (Variant B3): Minimize Disturbance to Newly Established Sensitive Species During Construction of Southern Breakwater.</b></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 &amp; 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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<p>planned construction activities could have an impact on the beds, then the restoration of offsite eelgrass beds or the transplantation 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 &amp; 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><b>Mitigation Measure M-BI-9 (Variant C2): Impingement and/or Entrainment of Protected Fish and Invertebrates, if implemented.</b> 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</p> <p>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</p> <p>TIDA to maintain records of consultation with state and federal agencies</p>	
<b>Geology and Soils Mitigation Measures</b>				
<p><b>Mitigation Measure M-GE-5: Slope Stability.</b> 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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<b>Hazards and Hazardous Materials Mitigation Measures</b>				
<p><b>Mitigation Measure M-HZ-1: Soil and Groundwater Management Plan</b></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 (LIFO), 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"> <li><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"> <li>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.</li> <li>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.</li> </ul> </li> </ol>	<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 LIFO or FOSET, TIDA to ensure completion of remediation, or other approval from DTSC/RWQCB, prior to construction activities.</p>	

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<ul style="list-style-type: none"> <li>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.</li> <li>Soil importation requirements for soil brought from offsite locations.</li> </ul> <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"> <li>On-site reuse (e.g., as dust control);</li> <li>Discharge under the general permit for stormwater discharge for construction sites;</li> <li>Treatment (as necessary) before discharge to the sanitary sewer system under applicable San Francisco PUC waste discharge criteria;</li> <li>Treatment (as necessary) before discharge under a site-specific NPDES permit;</li> <li>Off-site transport to an approved offsite facility.</li> </ul> <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"> <li>Protocols for identifying potential contamination through visual or olfactory observation;</li> </ul>				

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<ul style="list-style-type: none"> <li>• Protocols on what to do in the event an underground storage tank is encountered;</li> <li>• Emergency contact procedures;</li> <li>• Procedures for notifying regulatory agencies and other appropriate parties;</li> <li>• Site control and security procedures;</li> <li>• Sampling and analysis protocols; and</li> <li>• Interim removal work plan preparation and implementation procedures.</li> </ul>				
<p><b>Mitigation Measure M-HZ-8: Construction Best Management Practices</b></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"> <li>• Follow manufacturer's recommendations on use, storage and disposal of chemical products used in construction;</li> <li>• 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;</li> <li>• During routine maintenance of construction equipment, properly contain and remove grease and oils; and</li> <li>• Properly dispose of discarded containers of fuels and other chemicals.</li> </ul>	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><b>Mitigation Measure M-HZ-10: Soil Vapor Barriers.</b> 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><b>Mitigation Measure M-HZ-13: Human Health Risk Assessment.</b> 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 (<math>1 \times 10^{-6}</math>) 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	<p>DTSC's School Property Evaluation and Cleanup Division or SFDPH (if DTSC declines)</p> <p>DTSC or San Francisco Department of Public Health</p>	
<b>IMPROVEMENT MEASURES FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b>				
<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"> <li>• Use of alternatively fueled (e.g., biodiesel, electric) construction</li> </ul>	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.	

*Note:* For purposes of this MMRP, unless otherwise indicated the term “project sponsors” shall mean the project sponsor or other persons assuming responsibility for implementation of the mitigation measure under the DDA, Vertical DDAs, or other transfer documents.

<b>EXHIBIT C:  MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT  (Includes Text for Adopted Mitigation and Improvement Measures)</b>				
<b>MEASURES ADOPTED AS CONDITIONS OF APPROVAL</b>	<b>Responsibility for Implementation</b>	<b>Schedule</b>	<b>Monitoring/Reporting Responsibility</b>	<b>Status/Date Completed</b>
equipment for at least 15 percent of the fleet; <ul style="list-style-type: none"> <li>• Use local building materials for at least 10 percent of construction materials; and</li> <li>• Recycling or reusing at least 50 percent of construction and demolition wastes.</li> </ul>				
<u>Improvement Measure I-RE-3a</u>  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.	Project sponsors for any fields proposing artificial turf, in consultation with City Fields Foundation and Recreation and Park Department	Prior to, and during, construction of recreational fields	Project sponsors to report to TIDA on latest SFRPC criteria  TIDA to ensure appropriate materials are installed.	
<u>Improvement Measure I-RE-3b</u>  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.	Project sponsors in consultation with City Fields Foundation and SF Department of Public Health	Signage to be installed prior to opening of recreational fields and maintained during operation	Project sponsors to review signage with TIDA and SF DPH  TIDA to ensure signage is installed and maintained	
<u>Improvement Measure I-RE-3c</u>  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.	Project sponsors and air quality monitoring consultant, in consultation with City Fields Foundation and SF Department of Public Health	During operation of recreational fields	monitoring reports to be submitted to TIDA and SFDPH	

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<b>EXHIBIT C:</b> <b>MITIGATION MONITORING AND REPORTING PROGRAM FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b> <b>(Includes Text for Adopted Mitigation and Improvement Measures)</b>				
<b>MEASURES ADOPTED AS CONDITIONS OF APPROVAL</b>	<b>Responsibility for Implementation</b>	<b>Schedule</b>	<b>Monitoring/Reporting Responsibility</b>	<b>Status/Date Completed</b>
<b>MITIGATION MEASURES OUTSIDE SAN FRANCISCO'S JURISDICTION FOR THE TREASURE ISLAND / YERBA BUENA ISLAND PROJECT</b>				
<b>Mitigation Measure M-NO-4: Ferry Terminal Noise Reduction Plan.</b> 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.	Operator of the ferry service to retain acoustical consultant	Prior to Ferry Terminal operation	WETA	
<b>Mitigation Measure M-AQ-5: Ferry Particulate Emissions.</b> 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.	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	
<b>Mitigation Measure M-BI-4b: Changes in Ferry Service to Protect Rafting Waterbirds.</b> 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.	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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NO RECORDING FEE

RECORDING REQUESTED BY  
and When Recorded Mail 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

Treasure Island Director  
Treasure Island Development Authority  
39 Treasure Island Road, Suite 241  
San Francisco, California 94130

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Situs:

### **OFFER OF IMPROVEMENTS**

(Improvements on TIDA Open Space)

TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (“Offeror”), and its successors and assigns, does hereby irrevocably offer to the Treasure Island Development Authority, a California public benefit corporation (“TIDA”), and to the City and County of San Francisco, a municipal corporation (“City”), with TIDA and City referred to hereafter collectively as “Offerees,” and their its successors and assigns, all of those improvements described in that certain Public Improvement Agreement – Treasure Island - Final Map No 10347 Improvements, between Offeror and the Offerees (hereafter “PIA”), and as further defined in the applicable Ownership & Maintenance Matrix for the project dated as of 12/3/25 and attached hereto as Exhibit A. The property where the public improvements are located consists of:

(1) The following property, as shown on Final Map No. 10347, recorded \_\_\_\_\_ as Document No. \_\_\_\_\_ of Official Records:

- Lot C (APN – 8934-038)

- Lot G (APN – 8945-010)
- Lot K (APN – 8934-039)
- Lot L (APN – 8934-040)
- Lot N (APN – 1939-191)
- Lot O (APN – 1939-192)
- Lot P (APN – 8931-005)
- Lot R (APN – 8945-009)
- Lot X (APN – 1939-183)

(2) Improvements outside of Final Map No. 10347 boundary:

- None in this offer.

The foregoing property is shown on the map attached hereto as Exhibit B.

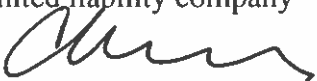
It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors or the TIDA Board of Directors, (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of this offer of public improvements by formal action of an Offeree, the Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of DECEMBER 2025.

**GRANTOR:**

TREASURE ISLAND SERIES 2, LLC  
a Delaware limited liability company

By:   
Name: Christopher Meany  
Title: Authorized Signatory

## NOTARY ACKNOWLEDGMENT

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

State of California

County of San Francisco

On December 5 2025 before me, Renee Adams,  
Notary Public, personally appeared Christopher Meany who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

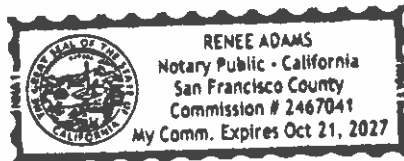
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Renee Adams

Signature of Notary Public

(Notary Seal)



## **EXHIBIT A**

(Ownership and Maintenance 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	Comments
	General Notes: 1) "N/A" in funding columns means that standard City sources will provide funding, with no special arrangements required. 2) Developer will hold HOA responsibility at all times before Master HOA is formed. 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.								
	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.	Survey Monuments	Survey monuments in public right-of-way.	Public Works	City - Public Works	Public Works	N/A	N/A		
2.	Standard roadway(pavement, curb and gutter, curb only, curb ramps)	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	SFMTA will maintain striping and traffic control/parking signage.  <b>Stage 2 reference description/drawing:</b> 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. See Stage 2 Sheets C6.01, C602, C6.05B , C6.06, C6.11  There are no street facing-curb and gutters on cycle track separators in Stage 2, and no streetlights are within 5' of curb ramps.	
3.	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"><li>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.</li><li>Authority Housing Developments will be contribute their share of sidewalk maintenance through the MHOA assessments.</li><li>Ownership, maintenance and funding will be equivalent for standard and non-standard sidewalks.</li><li>Where sidewalks front TIDA open space or property, TIDA to be considered the APO.</li></ul>	
4.	Sidewalk Furnishing/Landscaping Zone	Sidewalk streetscape/street furniture zone including pavers, landscape (not including street trees), irrigation, drip irrigation, shrubs, groundcover, decomposed grantie in lieu of mulch, courtesy strip, intermediate curbs and mid-block bulb-outs.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC 706A and 810B	Major Encroachment Permit ("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.  <b>Stage 2 reference description/drawing:</b> All non-standard materials within the sidewalk furnishing/landscaping zone will be documented in the MEP.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
5.	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)	
6.	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).  <b>Stage 2 reference description/drawing:</b> See TS1.03 - TS1.05	
7.	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.	
8.	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.	
9.	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.	
10.	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	
11.	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	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
12.	Centralized Stormwater Treatment Facilities in Right-of-Way, including Stormwater Treatment Lift Facility(s)	Stormwater controls, including the Clipper Cover Avenue stormwater treatment lift wet well, inlet piping, treatment pump station, pumps, and force mains, cleanouts, internal piping and fittings, air release valve appurtenances, valve vault drain pipe, stormwater diversion manhole, rain gauge, electrical facilities.	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.  <b>Stage 2 reference description/drawing:</b> See Stage 2 SW.10, SW.11, & SW.13.	
13.	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.  <b>Stage 2 reference description/drawing:</b> No such facilities are proposed in Stage 2.	
14.	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	
15.	Non-City Utility Systems	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, equipment, conductors, and fiber optic cables.	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.  TICD fiber facilities would be included in the MEP - TO BE CONFIRMED.	
16.	Street Lights	SFPUC standard street lights, and approved non-standard FGP 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.  <b>Stage 2 reference description/drawing:</b> FGP street lights at M Street and Avenue D are non-standard, but PUC has approved the variance authorizing them.	
17.	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.	
18.	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.  <b>Stage 2 reference description/drawing 2:</b> 8" Min PCC Over Compacted Soil Subgrade. See Paving Plan C1.11, Stage 2.  2" Raised Concrete Intersection. See Paving Plan C1.12,	
19a	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.,	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
19.	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		
20.	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)	
		Curb ramps including the wings within non-standard curb returns/sidewalk	Public Works	City-Public Works	Public Works	N/A	N/A	<p><b>Stage 2 reference description/drawing:</b> Non-standard sidewalk corners (unless directed by SFMTA) do not occur in Stage 2.</p> <p><b>Stage 2 reference description/drawing:</b> This condition does not occur within Stage 2.</p>	
21.	Driveways	Driveway sidewalk aprons, including the curb (Curb-cut) along width of driveway	Public Works	APO	APO	N/A	APO		
22a	Driveways: Temporary Fire Truck Turnaround Driveway	Temporary 3" AC (HMA) over 6" AB Driveway for Truck Turnaround.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC sec. 706A	N/A	APO (TIDA)	<p><b>Stage 2 reference description/drawing:</b> Where sidewalks front TIDA open space or property, TIDA to be considered the APO. In Stage 2, all these improvements occur adjacent to TIDA open space.</p> <p>See C1.12 Stage 2 , C3.03 Stage 2, C3.04 Stage 2, C11.06 Stage 2,</p>	
22.	Bike lane	Class II or III bike facilities in the public right-of-way, 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.	
23.	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		
24.	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	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
25.	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)	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
26.	Non-Muni Bus Stop (Shuttle) Improvements	Signage, striping, signals, shelter	Treasure Island Mobility Management Agency (TIMMA)	TIMMA or TIDA	TIMMA	MEP	TIMMA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
		Concrete raised island, concrete bus pad and adjacent bike lane (including pavement and facing curbs, & curb ramp), transit island from back of street curb, striping, at stops for island shuttles.	Public Works	City - Public Works	Public Works	N/A	N/A	SFMTA to perform standard review as part of SIP permit review process.  <b>Stage 2:</b> See Shuttle Stop on Paving Plan C1.12 Stage 2, C3.59 Stage 2.	
27.	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  <b>Stage 2:</b> See Bus Layover Zone on C1.11 and Concrete Bus Pad on C1.11	
28.	Cycle tracks	Class IV bike facility in ROW, including signs, striping including any green paint, delineators, channelizers, raised medians, jersey barriers/k- rail 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		
29.	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.	
30.	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.	
31.	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"> <li>City will not accept custom receptacles.</li> <li>City responsible for collecting trash and recycling from trash receptacles in the public right-of-way.</li> </ul>	
32.	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 (funded by HOA)	MEP  Maintenance agreement between HOA and TIDA	HOA Fees		
33.	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		
34.	Standard bike racks	SFMTA standard bike rack	SFMTA	City-SFMTA	SFMTA	N/A	N/A		
35.	Non-standard bike racks	SFMTA approved non-standard bike racks	SFMTA	TIDA	HOA	MEP  Maintenance agreement between HOA and TIDA	HOA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
36.	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.	
37.	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.	
38.	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		
<b>Public Improvements Outside the Right-of-Way</b>									
39.	Temporary Centralized Stormwater Treatment Facilities in Right-of-Way	Outlet piping that drains temporary bioretention basin that crosses Clipper Cove Avenue.	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.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheet SM-7. Note that a portion of the SD pipes are in the PROW (at Clipper Cove Ave).	
40.	Temporary Street Connections at Job Corps Ave. D.	Temporary 3" AC (HMA) over 6" AB Street connection and striping at Avenue D / Job Corps.	Job Corps	Job Corps	Job Corps	N/A	N/A	Will not be accepted by City. These facilities shall by shall be privately owned and maintained by Job Corps.  <b>Stage 2 reference description/drawing:</b> See Streets C1.11 Stage 2 & Streets 3.05A Stage 2.	
41.	Temporary AC Truck Turnaround Area in Eastside Commons	Temporary 3" AC (HMA) over 6" AB Truck Turnaround in sidewalk area.	Public Works	TIDA	TIDA	N/A	TIDA	<b>Stage 2 reference description/drawing:</b> See Streets C1.11 & C1.12 Stage 2. This turnaround will be in an easement area.	
42.	AC Truck Turnaround Area in TTM Lot 33	3" AC (HMA) over 6" AB Truck Turnaround.	Public Works	Privately Owned	N/A	N/A	N/A	<b>Stage 2 reference description/drawing:</b> This turnaround will be in an easement area.	
43.	Retaining Walls that Support Public Right-of-Way.		Public Works	TIDA	TIDA	N/A	TIDA Funds	No retaining walls are currently proposed but may be implemented on a future parks and open space project	
44.	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	Centralized stormwater facilities addressed under Item 12	
45.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
46.	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 Ttransit may need separate agreement to contract out responsibility for maintenance.  <b>Stage 2 reference description/drawing:</b> Location of Bus Operator Restroom shown on Stage 2 L1.07.	
47.	Toll Facility		TIMMA	TIMMA	TIMMA	N/A	N/A	TIDA to confirm details. Clarify if this will be in Public Right-of-Way  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
48.	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); Macky Lane 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.	
49.	Temporary Centralized Stormwater Treatment Facilities in Parks and Open Spaces	Stormwater controls, including the Clipper Cover Avenue bioretention basin, berms, liner, aggregate, bioretention media, irrigation, mulch, planting, signage, force mains, forebay structures, overflow structures, piping, perforated underdrain pipe, outfall check valves, cleanouts, area drains, manholes, catchbasins, catch basin sandtraps, and existing clay stormdrain pipe outlet, check valve at outfall.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement between TIDA/HOA allocating responsibility for maintenance costs between the two parties	Maintenance Funding Agreement	Provides interim treatment of parcels, open spaces, and/or ROW stormwater.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheets SM-5 through SM-11.	
50.	Recycled Water Treatment and Storage	Recycled water treatment and storage facility(s)	SFPUC	City-SFPUC	SFPUC			<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
51.	Public Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, manholes, <del>diversion structure (diverts treatment flow from storm flow)</del> , CDS diversion manhole, CDS Unit, storm drainage backflow structure, and stormdrain outfall, <del>and outfall apron.</del>	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 that solely serve Job Corps or USCG, and stormwater treatment facilities and park-specific drainage owned and maintained by TIDA.  <b>Stage 2 reference description/drawing:</b> See Stage 2 C5.04A, C5.04B and OFI.01.	
52.	Private Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, air release vavles, vaults, cleanouts, stormwater treatment lift valve vault.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement with HOA responsibility based on the proportionate square footage of private land relative to public land.	Maintenance Funding Agreement	<b>Stage 2 reference description/drawing:</b> See SW.12 and SW13 Stage 2.C5.04A Stage 2 and C5.04B Stage 2 for private storm drain force main.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
53.	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.  <b>Stage 2 reference description/drawing:</b> There are no storm drain pump or lift stations that convey large stormwater flows (e.g. 5yr and 100yr storms) in Stage 2. Stormwater treatment lift stations are discussed in separate item above under stormwater treatment facilities.	
54.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
55.	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 Agreement 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.  <b>Stage 2 reference description/drawing:</b> Temporary force main ("TFM") and pipe fittings and appurtenances to connect the 17.5" SSFM at Califorina Ave Sta 24+72.66 to the existing 17/5" SSFM in the Sailing Center. See Sheets C7.14 Stage 2 and C7.15 Stage 2. This sanitary sewer force main will be located in an easement.	
56.	Sanitary Sewer Pump and Lift Stations	Pump and lift stations, and appurtenances	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SS facilities that solely serve U.S. Dept. of Labor Job Corps or U.S. Coast Guard.  <b>Stage 2 reference description/drawing:</b> See Improvement Plans for Tradewinds SSPS	
57.	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  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
58.	Job Corps Storm Drain Line	Storm drain facility from Job Corps land, across TIDA land to Bay, including pipes, pipe fittings, manholes and standalone outfall and apron structure	Job Corps	Job Corps	Job Corps	N/A	N/A	May require an MEP if the pipe crosses ROW  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
59.	Private Streets	Privately owned roadways, such as Mid-Block Breaks	Private	HOA	HOA, potentially by contract with Business Improvement District (BID)	CC&R's	APO/BID Funds HOA Fees (CC&Rs)	Privately owned - refer to operative easement documents. Private party to be responsible for paving, signage, striping, traffic control including signals.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	

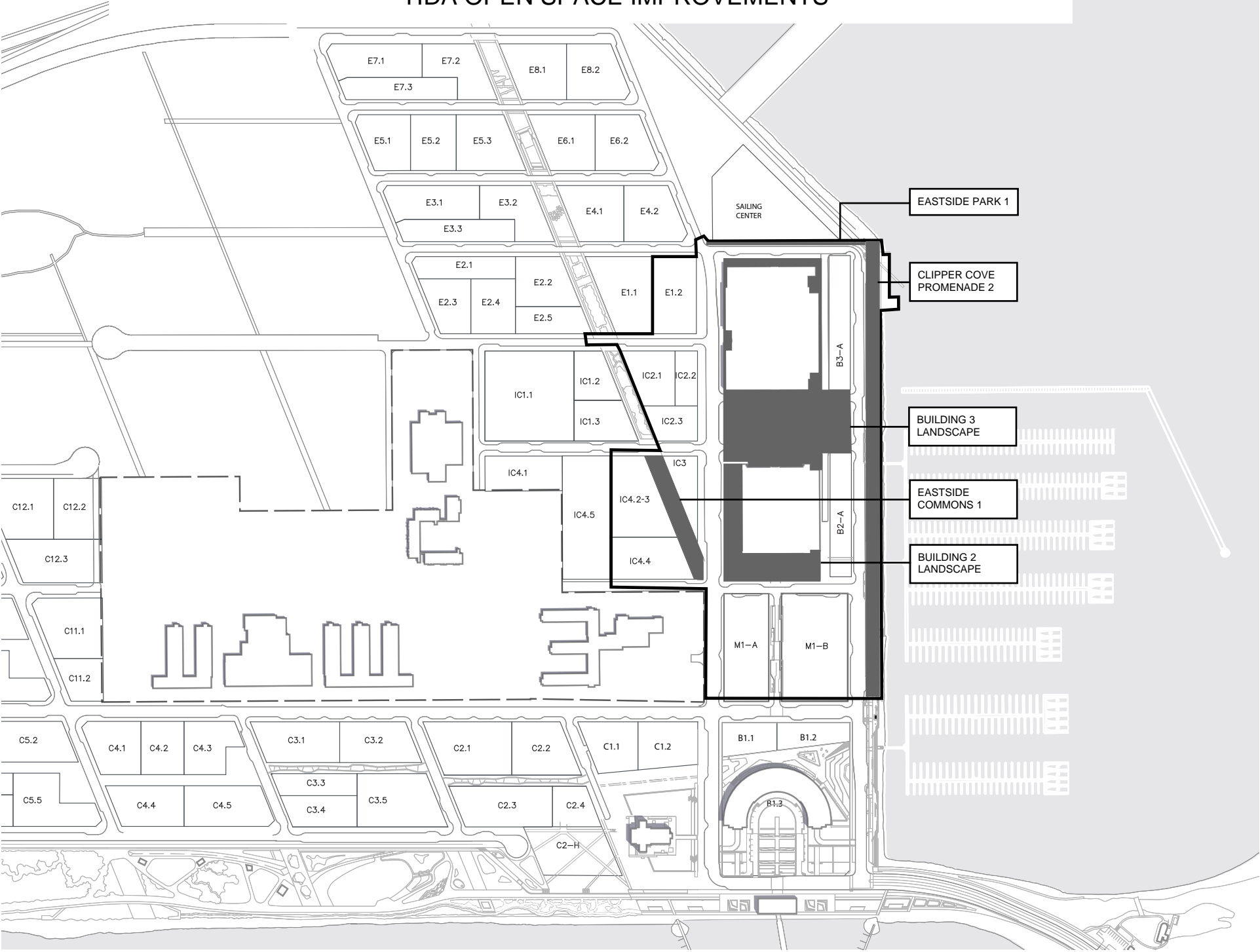


	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
60.	Bike paths in parks	Class 1 bike facility in parks, including path surface, adjacent curb and gutter, striping and any signage	TIDA	TIDA	TIDA	N/A	N/A	TIDA/CFD will maintain parks including paving/striping, potentially by contracting work to Public Works	
61.	Potable Water tanks on Yerba Buena Island		SFPUC	City - SFPUC	SFPUC	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
62.	Non-City Utility Systems (not in public right of way)	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, conductors, fiber optic cables, and service feeds.	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.	
	Other Improvements								
63.	Adaptive Management Improvements - fixed civil improvements	Improvements dictated by the adaptive management plan that do not require routine maintenance, including but not limited to dikes, levees, berms, sea walls, etc.	TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
64.	Adaptive Management Improvements - active improvements	Improvements dictated by the adaptive management strategy (AMS) plans which require ongoing routine maintenance, including but not limited to sea level rise and stormwater pumps, pipes, outfalls, etc.	SFPUC and SFPW	TBD	TBD	TBD		TICD and TIDA to develop SLR Adaptive Management Plan. City ownership, maintenance, and associated liability responsibilities subject to plan preparation, review, negotiation, and memorandum of understanding, as well as SFPUC Commission review and approval.  <u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
65.	Ferry terminal water-side improvements		TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	

## **EXHIBIT B**

(Map of Properties Including Public Improvements Irrevocably Offered)

# EXHIBIT A-4 TIDA OPEN SPACE IMPROVEMENTS



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

Treasure Island Director  
Treasure Island Development Authority  
39 Treasure Island Road, Suite 241  
San Francisco, California 94130

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Situs:

**OFFER OF IMPROVEMENTS**

(Streets Lots and Certain Additional City and TIDA Improvements)

TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (“Offeror”), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco, a municipal corporation (“City”), and to the Treasure Island Development Authority, a California public benefit corporation (“TIDA”), with City and TIDA collectively referred to as “Offerees,” and their successors and assigns, all of those improvements described in that certain Public Improvement Agreement – Treasure Island - Final Map No 10347 Improvements, between Offeror and the Offerees (hereafter “PIA”), and as specified in those certain Improvement Plans and Specifications prepared for Offeror, prepared by BKF Engineers, for Street Improvement Permit No. 25IE-00423 (dated 10/3/25), Tradewinds Sanitary Sewer Pump Station (TRS) Permit No. 25IE-00515 (dated 12/4/25), Treasure Island Northeast Outfall BSM Permit #25IE-00276, and Geotechnical Improvements Permit No. 21E-00881 (dated 10/25/2021) approved by City, as those plans may have been amended or revised from time to time with City’s approval, and as further defined in the applicable Ownership & Maintenance Matrix for the project dated as of 12/3/25 and attached hereto as Exhibit A. The property where the public improvements are located consists of:

(1) The following property, as shown on Final Map No. 10347, recorded \_\_\_\_\_ as Document No. \_\_\_\_\_ of Official Records:

- Lot A (APN – 1939-181)

- Lot B (APN – 1939-185)
- Lot D (APN – 1939-189)
- Lot E (APN – 1939-170)
- Lot F (APN – 1939-200)
- Lot H (APN – 1939-187)
- Lot I (APN – 1939-197)
- Lot J (APN – 1939-138)
- Lot M (APN – 1939-193)
- Lot Q (APN – 1939-194)
- Lot S (APN – 1939-184)
- Lot T (APN – 1939-141)
- Lot U (APN – 1939-195)
- Lot V (APN – 1939-143)
- Lot W (APN – 1939-196)
- Lot Y (APN – 1939-144)

(2) Improvements Outside of Final Map No. 10347 boundary

- Treasure Island Northeast Outfall (TIO)
- Temporary Sanitary Sewer Force Main Extension

The foregoing property is shown on the plat maps attached hereto as Exhibit B.

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

street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of DECEMBER 2025

**GRANTOR:**

TREASURE ISLAND SERIES 2, LLC  
a Delaware limited liability company

By:   
Name:  
Title: Authorized Signatory

## NOTARY ACKNOWLEDGMENT

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

State of California

County of San Francisco

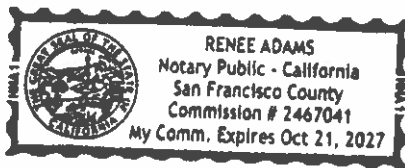
On December 5, 2025 before me, Renee Adams, Notary Public,  
Notary Public, personally appeared Christopher Meany who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



**EXHIBIT A**

(Ownership and Maintenance 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	Comments
	General Notes: 1) "N/A" in funding columns means that standard City sources will provide funding, with no special arrangements required. 2) Developer will hold HOA responsibility at all times before Master HOA is formed. 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.								
	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.	Survey Monuments	Survey monuments in public right-of-way.	Public Works	City - Public Works	Public Works	N/A	N/A		
2.	Standard roadway(pavement, curb and gutter, curb only, curb ramps)	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	SFMTA will maintain striping and traffic control/parking signage.  <b>Stage 2 reference description/drawing:</b> 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. See Stage 2 Sheets C6.01, C602, C6.05B , C6.06, C6.11  There are no street facing-curb and gutters on cycle track separators in Stage 2, and no streetlights are within 5' of curb ramps.	
3.	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"><li>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.</li><li>Authority Housing Developments will be contribute their share of sidewalk maintenance through the MHOA assessments.</li><li>Ownership, maintenance and funding will be equivalent for standard and non-standard sidewalks.</li><li>Where sidewalks front TIDA open space or property, TIDA to be considered the APO.</li></ul>	
4.	Sidewalk Furnishing/Landscaping Zone	Sidewalk streetscape/street furniture zone including pavers, landscape (not including street trees), irrigation, drip irrigation, shrubs, groundcover, decomposed grantie in lieu of mulch, courtesy strip, intermediate curbs and mid-block bulb-outs.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC 706A and 810B	Major Encroachment Permit ("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.  <b>Stage 2 reference description/drawing:</b> All non-standard materials within the sidewalk furnishing/landscaping zone will be documented in the MEP.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
5.	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)	
6.	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).  <b>Stage 2 reference description/drawing:</b> See TS1.03 - TS1.05	
7.	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.	
8.	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.	
9.	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.	
10.	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	
11.	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	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
12.	Centralized Stormwater Treatment Facilities in Right-of-Way, including Stormwater Treatment Lift Facility(s)	Stormwater controls, including the Clipper Cover Avenue stormwater treatment lift wet well, inlet piping, treatment pump station, pumps, and force mains, cleanouts, internal piping and fittings, air release valve appurtenances, valve vault drain pipe, stormwater diversion manhole, rain gauge, electrical facilities.	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.  <b>Stage 2 reference description/drawing:</b> See Stage 2 SW.10, SW.11, & SW.13.	
13.	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.  <b>Stage 2 reference description/drawing:</b> No such facilities are proposed in Stage 2.	
14.	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	
15.	Non-City Utility Systems	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, equipment, conductors, and fiber optic cables.	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.  TICD fiber facilities would be included in the MEP - TO BE CONFIRMED.	
16.	Street Lights	SFPUC standard street lights, and approved non-standard FGP 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.  <b>Stage 2 reference description/drawing:</b> FGP street lights at M Street and Avenue D are non-standard, but PUC has approved the variance authorizing them.	
17.	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.	
18.	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.  <b>Stage 2 reference description/drawing 2:</b> 8" Min PCC Over Compacted Soil Subgrade. See Paving Plan C1.11, Stage 2.  2" Raised Concrete Intersection. See Paving Plan C1.12,	
19a	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.,	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
19.	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		
20.	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)	
		Curb ramps including the wings within non-standard curb returns/sidewalk	Public Works	City-Public Works	Public Works	N/A	N/A	<p><b>Stage 2 reference description/drawing:</b> Non-standard sidewalk corners (unless directed by SFMTA) do not occur in Stage 2.</p> <p><b>Stage 2 reference description/drawing:</b> This condition does not occur within Stage 2.</p>	
21.	Driveways	Driveway sidewalk aprons, including the curb (Curb-cut) along width of driveway	Public Works	APO	APO	N/A	APO		
22a	Driveways: Temporary Fire Truck Turnaround Driveway	Temporary 3" AC (HMA) over 6" AB Driveway for Truck Turnaround.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC sec. 706A	N/A	APO (TIDA)	<p><b>Stage 2 reference description/drawing:</b> Where sidewalks front TIDA open space or property, TIDA to be considered the APO. In Stage 2, all these improvements occur adjacent to TIDA open space.</p> <p>See C1.12 Stage 2 , C3.03 Stage 2, C3.04 Stage 2, C11.06 Stage 2,</p>	
22.	Bike lane	Class II or III bike facilities in the public right-of-way, 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.	
23.	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		
24.	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	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
25.	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)	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
26.	Non-Muni Bus Stop (Shuttle) Improvements	Signage, striping, signals, shelter	Treasure Island Mobility Management Agency (TIMMA)	TIMMA or TIDA	TIMMA	MEP	TIMMA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
		Concrete raised island, concrete bus pad and adjacent bike lane (including pavement and facing curbs, & curb ramp), transit island from back of street curb, striping, at stops for island shuttles.	Public Works	City - Public Works	Public Works	N/A	N/A	SFMTA to perform standard review as part of SIP permit review process.  <b>Stage 2:</b> See Shuttle Stop on Paving Plan C1.12 Stage 2, C3.59 Stage 2.	
27.	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  <b>Stage 2:</b> See Bus Layover Zone on C1.11 and Concrete Bus Pad on C1.11	
28.	Cycle tracks	Class IV bike facility in ROW, including signs, striping including any green paint, delineators, channelizers, raised medians, jersey barriers/k- rail 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		
29.	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.	
30.	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.	
31.	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"> <li>City will not accept custom receptacles.</li> <li>City responsible for collecting trash and recycling from trash receptacles in the public right-of-way.</li> </ul>	
32.	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 (funded by HOA)	MEP  Maintenance agreement between HOA and TIDA	HOA Fees		
33.	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		
34.	Standard bike racks	SFMTA standard bike rack	SFMTA	City-SFMTA	SFMTA	N/A	N/A		
35.	Non-standard bike racks	SFMTA approved non-standard bike racks	SFMTA	TIDA	HOA	MEP  Maintenance agreement between HOA and TIDA	HOA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
36.	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.	
37.	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.	
38.	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		
<b>Public Improvements Outside the Right-of-Way</b>									
39.	Temporary Centralized Stormwater Treatment Facilities in Right-of-Way	Outlet piping that drains temporary bioretention basin that crosses Clipper Cove Avenue.	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.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheet SM-7. Note that a portion of the SD pipes are in the PROW (at Clipper Cove Ave).	
40.	Temporary Street Connections at Job Corps Ave. D.	Temporary 3" AC (HMA) over 6" AB Street connection and striping at Avenue D / Job Corps.	Job Corps	Job Corps	Job Corps	N/A	N/A	Will not be accepted by City. These facilities shall by shall be privately owned and maintained by Job Corps.  <b>Stage 2 reference description/drawing:</b> See Streets C1.11 Stage 2 & Streets 3.05A Stage 2.	
41.	Temporary AC Truck Turnaround Area in Eastside Commons	Temporary 3" AC (HMA) over 6" AB Truck Turnaround in sidewalk area.	Public Works	TIDA	TIDA	N/A	TIDA	<b>Stage 2 reference description/drawing:</b> See Streets C1.11 & C1.12 Stage 2. This turnaround will be in an easement area.	
42.	AC Truck Turnaround Area in TTM Lot 33	3" AC (HMA) over 6" AB Truck Turnaround.	Public Works	Privately Owned	N/A	N/A	N/A	<b>Stage 2 reference description/drawing:</b> This turnaround will be in an easement area.	
43.	Retaining Walls that Support Public Right-of-Way.		Public Works	TIDA	TIDA	N/A	TIDA Funds	No retaining walls are currently proposed but may be implemented on a future parks and open space project	
44.	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	Centralized stormwater facilities addressed under Item 12	
45.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
46.	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 Ttransit may need separate agreement to contract out responsibility for maintenance.  <b>Stage 2 reference description/drawing:</b> Location of Bus Operator Restroom shown on Stage 2 L1.07.	
47.	Toll Facility		TIMMA	TIMMA	TIMMA	N/A	N/A	TIDA to confirm details. Clarify if this will be in Public Right-of-Way  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
48.	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); Macky Lane 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.	
49.	Temporary Centralized Stormwater Treatment Facilities in Parks and Open Spaces	Stormwater controls, including the Clipper Cover Avenue bioretention basin, berms, liner, aggregate, bioretention media, irrigation, mulch, planting, signage, force mains, forebay structures, overflow structures, piping, perforated underdrain pipe, outfall check valves, cleanouts, area drains, manholes, catchbasins, catch basin sandtraps, and existing clay stormdrain pipe outlet, check valve at outfall.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement between TIDA/HOA allocating responsibility for maintenance costs between the two parties	Maintenance Funding Agreement	Provides interim treatment of parcels, open spaces, and/or ROW stormwater.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheets SM-5 through SM-11.	
50.	Recycled Water Treatment and Storage	Recycled water treatment and storage facility(s)	SFPUC	City-SFPUC	SFPUC			<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
51.	Public Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, manholes, <del>diversion structure (diverts treatment flow from storm flow)</del> , CDS diversion manhole, CDS Unit, storm drainage backflow structure, and stormdrain outfall, <del>and outfall apron.</del>	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 that solely serve Job Corps or USCG, and stormwater treatment facilities and park-specific drainage owned and maintained by TIDA.  <b>Stage 2 reference description/drawing:</b> See Stage 2 C5.04A, C5.04B and OFI.01.	
52.	Private Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, air release vavles, vaults, cleanouts, stormwater treatment lift valve vault.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement with HOA responsibility based on the proportionate square footage of private land relative to public land.	Maintenance Funding Agreement	<b>Stage 2 reference description/drawing:</b> See SW.12 and SW13 Stage 2.C5.04A Stage 2 and C5.04B Stage 2 for private storm drain force main.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
53.	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.  <b>Stage 2 reference description/drawing:</b> There are no storm drain pump or lift stations that convey large stormwater flows (e.g. 5yr and 100yr storms) in Stage 2. Stormwater treatment lift stations are discussed in separate item above under stormwater treatment facilities.	
54.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
55.	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 Agreement 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.  <b>Stage 2 reference description/drawing:</b> Temporary force main ("TFM") and pipe fittings and appurtenances to connect the 17.5" SSFM at Califorina Ave Sta 24+72.66 to the existing 17/5" SSFM in the Sailing Center. See Sheets C7.14 Stage 2 and C7.15 Stage 2. This sanitary sewer force main will be located in an easement.	
56.	Sanitary Sewer Pump and Lift Stations	Pump and lift stations, and appurtenances	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SS facilities that solely serve U.S. Dept. of Labor Job Corps or U.S. Coast Guard.  <b>Stage 2 reference description/drawing:</b> See Improvement Plans for Tradewinds SSPS	
57.	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  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
58.	Job Corps Storm Drain Line	Storm drain facility from Job Corps land, across TIDA land to Bay, including pipes, pipe fittings, manholes and standalone outfall and apron structure	Job Corps	Job Corps	Job Corps	N/A	N/A	May require an MEP if the pipe crosses ROW  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
59.	Private Streets	Privately owned roadways, such as Mid-Block Breaks	Private	HOA	HOA, potentially by contract with Business Improvement District (BID)	CC&R's	APO/BID Funds HOA Fees (CC&Rs)	Privately owned - refer to operative easement documents. Private party to be responsible for paving, signage, striping, traffic control including signals.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	



	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
60.	Bike paths in parks	Class 1 bike facility in parks, including path surface, adjacent curb and gutter, striping and any signage	TIDA	TIDA	TIDA	N/A	N/A	TIDA/CFD will maintain parks including paving/striping, potentially by contracting work to Public Works	
61.	Potable Water tanks on Yerba Buena Island		SFPUC	City - SFPUC	SFPUC	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
62.	Non-City Utility Systems (not in public right of way)	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, conductors, fiber optic cables, and service feeds.	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.	
	Other Improvements								
63.	Adaptive Management Improvements - fixed civil improvements	Improvements dictated by the adaptive management plan that do not require routine maintenance, including but not limited to dikes, levees, berms, sea walls, etc.	TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
64.	Adaptive Management Improvements - active improvements	Improvements dictated by the adaptive management strategy (AMS) plans which require ongoing routine maintenance, including but not limited to sea level rise and stormwater pumps, pipes, outfalls, etc.	SFPUC and SFPW	TBD	TBD	TBD		TICD and TIDA to develop SLR Adaptive Management Plan. City ownership, maintenance, and associated liability responsibilities subject to plan preparation, review, negotiation, and memorandum of understanding, as well as SFPUC Commission review and approval.  <u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
65.	Ferry terminal water-side improvements		TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	

## **EXHIBIT B**

(Legal Descriptions and Plats)



**LOT A**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot D and a portion of Lot AT, as said lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of Lot P as shown on said Map, said corner being common with said Lot D, said common corner also being on the southeasterly line of Lot 13 as shown on said Map;

Thence along the common line of said Lots 13 and D, North 40°19'00" East, 21.91 feet;

Thence leaving said common line, South 49°41'00" East, 75.00 feet to the common line of said Lots D and AT;

Thence along said common line, South 40°19'00" West, 40.13 feet;

Thence leaving said common line, South 06°19'00" West, 20.03 to the northeasterly line of said Lot P, said northeasterly line being common to said Lots AT and D;

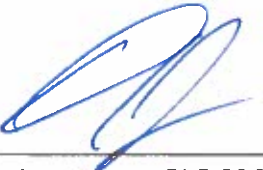
Thence along said northeasterly line, North 27°41'00" West, 92.97 feet to the **POINT OF BEGINNING**.

Containing an area of 2,847 square feet or 0.07 acres, more or less.

Being a portion of Assessor's Parcel Numbers (APN): 1939-154 & 8945-003

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

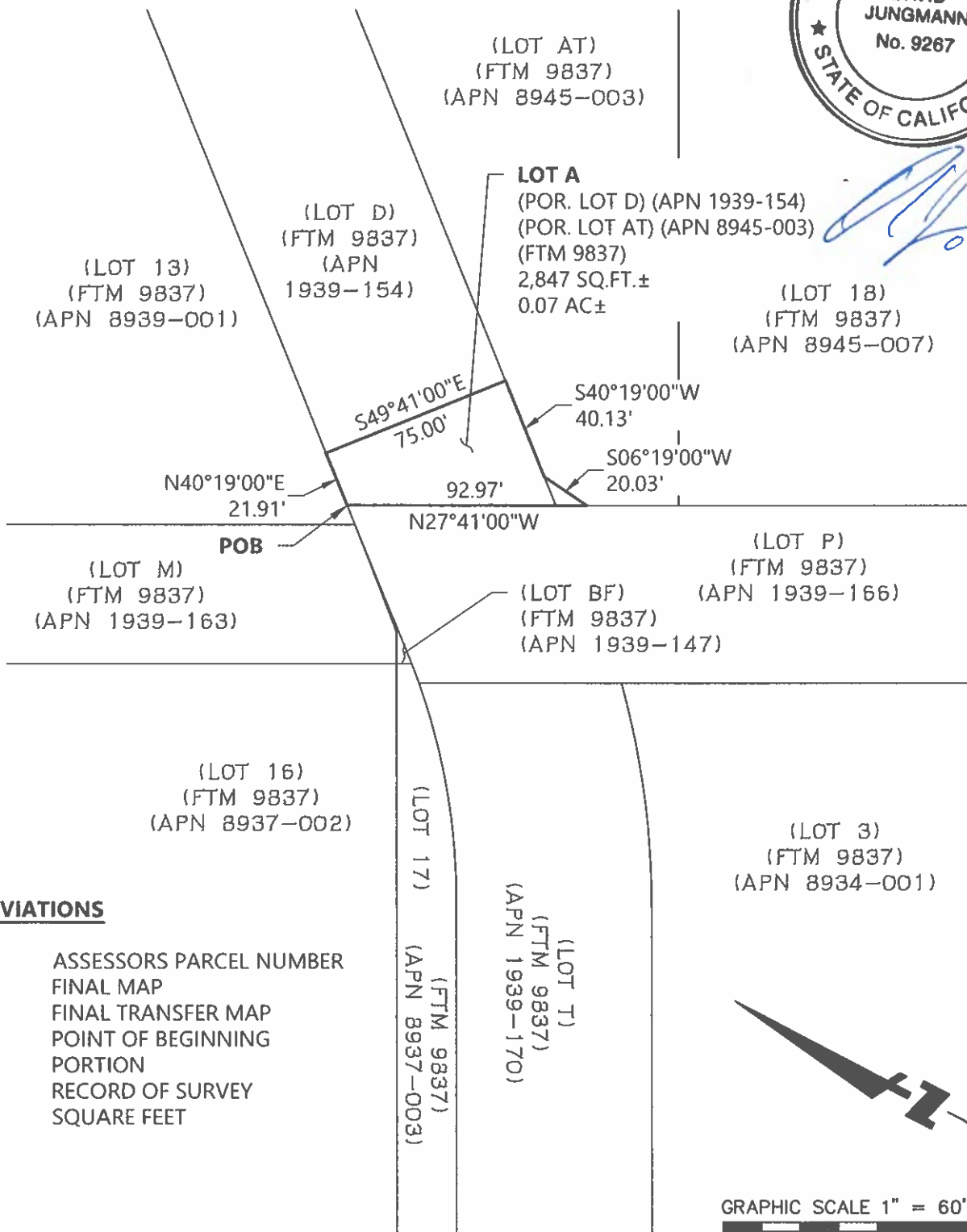
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
David C. Jungmann, PLS 9267



04/14/2025  
Date

**END OF DESCRIPTION**



*04/14/25*

#### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
POB	POINT OF BEGINNING
POR.	PORTION
ROS	RECORD OF SURVEY
SQ.FT.	SQUARE FEET

GRAPHIC SCALE 1" = 60'



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

SUBJECT LOT A  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR. BDF DATE 04/14/2025  
3 OF 3



**LOT B**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AF and a portion of Lot AE as said lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most easterly corner of Lot 27 as shown on said Map, said corner being common with said Lot AF, said common corner also being on the northwesterly line of Lot AL as shown on said Map;

Thence along the common line of said Lots AF and 27 and the common line of said Lot AE and Lot AK as shown on said Map, and the common line of said Lot AE and Lot 26 as shown on said Map, North 27°41'00" West, 330.49 feet to the common corner of said Lot 26 and Lot 33 as shown on said Map;

Thence North 62°19'00" East, 61.00 feet to the common line of said Lot AE and Lot 20 as shown on said Map;

Thence along said common line, and the common line of said Lot AE and Lot AC as shown on said Map, and the common line of said Lot AF and Lot 21 as shown on said Map, South 27°41'00" East, 330.49 feet to the common corner of said Lots AF and 21 of said Map, said common corner also being on the common line with said Lot AL;

Thence along the common line of said Lots AF and AL, South 62°19'00" West, 61.00 feet to the **POINT OF BEGINNING**.

Containing an area of 20,160 square feet or 0.46 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-134

Being a portion of Assessor's Parcel Number (APN): 1939-133

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



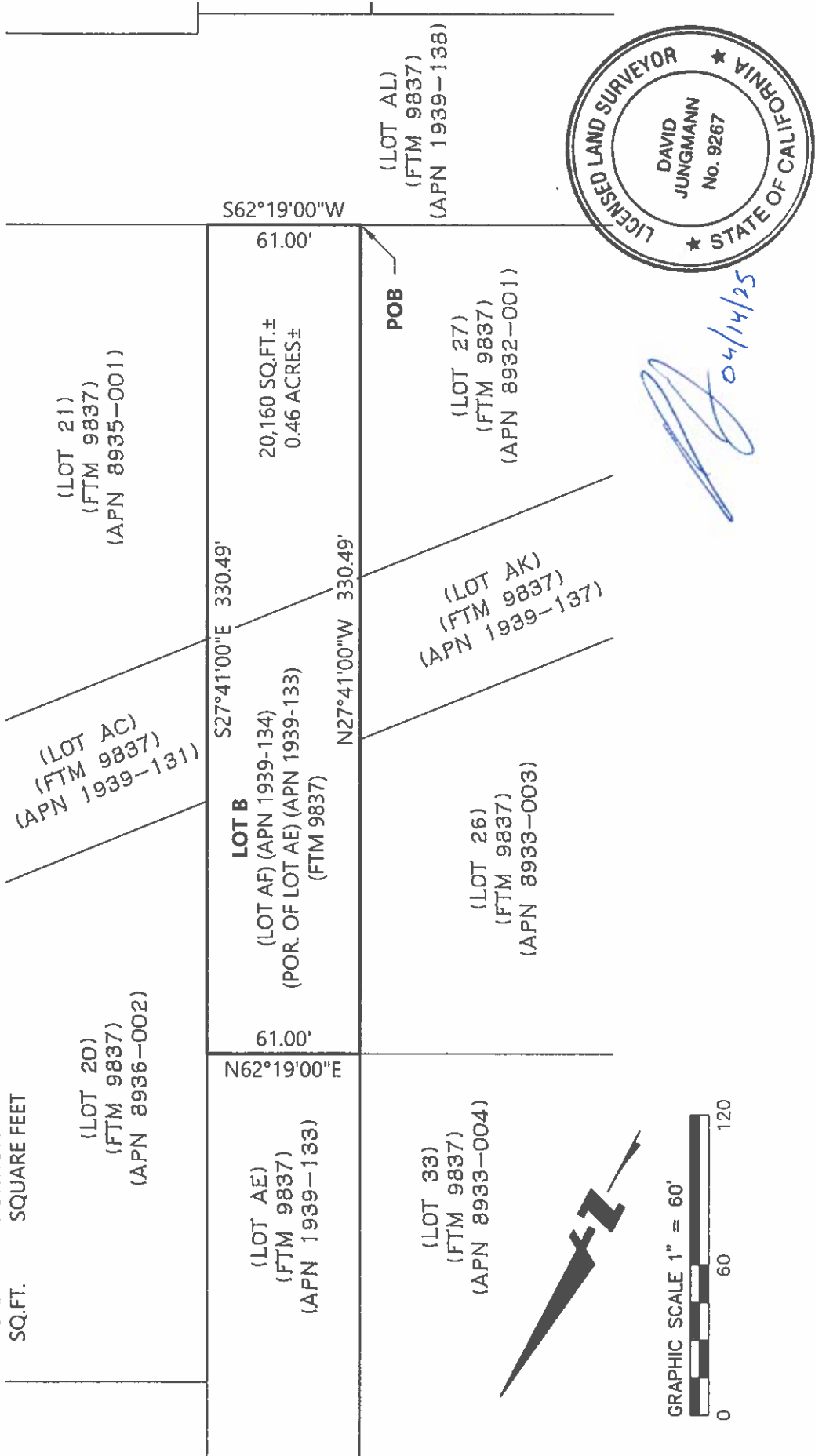
04/14/2025

Date

**END OF DESCRIPTION**

# **ABBREVIATIONS**

APN ASSESSORS PARCEL NUMBER  
 FTM FINAL TRANSFER MAP  
 POB POINT OF BEGINNING  
 POR. PORTION  
 SQ.FT. SQUARE FEET



*Signature*  
 04/14/25

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

SUBJECT **LOT B**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 JOB NO. 2020150  
 BY SGM/ADD APPR. SGM DATE 04/14/2025  
 3 OF 3





**LOT D**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lots P, BF and a portion of Lot M as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most easterly corner of said Lot P, said corner being common with Lot AG as shown on said Map, said common corner also being on the southwesterly line of Lot AU as shown on said Map;

Thence leaving said common corner and along the common line of said Lots P and AG, South 62°19'00" West, 69.00 feet, to the common corner of said Lot P and Lot BI as shown on said Map;

Thence leaving said common corner, along the common line of said Lots P and BI as shown on said Map, the common line of said Lot P and Lot BH as shown on said Map, the common line of said Lot P and Lot 3 as shown on said Map, and the common line of said Lot P and Lot T as shown on said Map, North 27°41'00" West, 554.48 feet, to the common corner of said Lots P and T and the beginning of a non-tangent curve to the left whose radius point bears North 47°19'18" West, said common corner also being on the common line of Lot 17 as shown on said Map;

Thence along said non-tangent curve with a radius of 250.00 feet, through a central angle of 01°50'09", for an arc length of 8.01 feet, to the common corner of said Lot 17 and Lot BF as shown on said Map, said common corner also being on the common line of said Lot P;

Thence along the common line of said Lots BF and 17, and the common line of Lots M and 16 as shown on said Map, North 27°41'00" West, 21.80 feet;

Thence leaving said common line of said Lots M and 16, North 62°19'00" East, 54.00 feet, to the common corner of said Lots M and BF, and Lot 13 as shown on said Map;

Thence leaving said common corner, North 40°19'00" East, 8.09 feet, to the common corner of said Lot P and Lot D as shown on said Map;

Thence along the common line of said Lots P and D, the common line of said Lot P and Lot AT as shown on said Map, the common line of said Lot P and Lot 18 as shown on said Map, and the common line of said Lots P and AU, South 27°41'00" East, 582.12 feet to the **POINT OF BEGINNING**.


Containing an area of 39,795 square feet or 0.91 acres, more or less.

Being all of Assessor's Parcel Numbers (APN): 1939-166, 1939-147

Being a portion of Parcel Number (APN): 1939-163

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

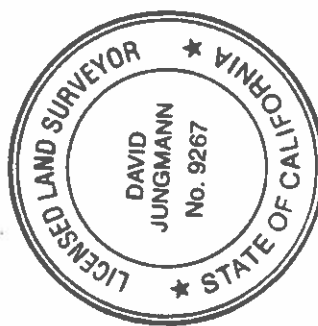
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
David C. Jungmann, PLS 9267



04/14/2025  
Date

**END OF DESCRIPTION**



04/14/25

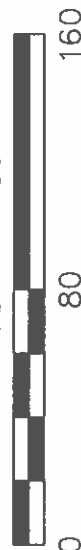
## ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
POB	POINT OF BEGINNING
POR.	PORTION
ROS	RECORD OF SURVEY
SQ.FT.	SQUARE FEET

**APN**

LOT 17 (APN 8937-003)(FTM 9837)  
LOT BH (APN 8934-006)(FTM 9837)  
LOT BI (APN 8934-007)(FTM 9837)

GRAPHIC SCALE 1" = 80'



255 SHORELINE DR.,  
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(650) 482-6300  
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**SUBJECT LOT D**

<b>PLAT TO ACCOMPANY LEGAL DESCRIPTION</b>

**JOB NO. 2020150**

BY SGM/ADD APPR. SGM DATE 04/14/2025

3 OF 3



**LOT E**  
**LEGAL DESCRIPTION**

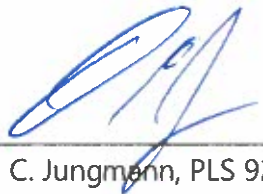
All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot T as said lot is shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County.

Containing all of 25,504 square feet or 0.59 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-170

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

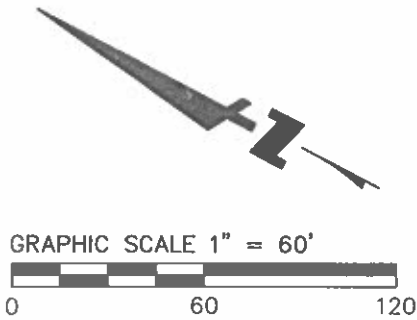


04/14/2025  
Date

**END OF DESCRIPTION**

(LOT M)  
(FTM 9837)  
(APN 1939-163)

(LOT P)  
(FTM 9837)  
(APN 1939-166)



(LOT 16)  
(FTM 9837)  
(APN 8937-002)

(LOT 17)  
(FTM 9837)  
(APN 8937-003)

**LOT E**  
(LOT T)  
(APN 1939-170)  
(FTM 9837)  
25,504 SQ.FT±  
0.59 ACRES±

(LOT 3)  
(FTM 9837)  
(APN 8934-001)

**ABBREVIATIONS**

APN	ASSESSORS PARCEL NUMBER
FTM	FINAL TRANSFER MAP
(R)	RADIAL
SQ.FT.	SQUARE FEET

**APN**

LOT Z (1939-128)(FTM 9837)  
LOT 22 (8935-002)(FTM 9837)

(LOT Y)  
(FTM 9837)  
(APN 1939-127)

(LOT Z)

(LOT 21)  
(FTM 9837)  
(APN 8935-001)

(LOT 22)

76.00'  
N27°41'00"W

(LOT AD)  
(FTM 9837)  
(APN 1939-132)

S62°19'00"W 248.02'

N62°19'00"E 250.69'

N47°19'18"W (R)

S27°41'00"E  
78.80'

N43°06'18"W (R)

R=250.00'  
Δ=19°38'18"  
L=85.69'

R=326.00'  
Δ=15°25'18"  
L=87.75'



*[Signature]* 04/14/25

SUBJECT LOT E  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

JOB NO. 20210015-11

BY SGM/ADD APPR. SGM DATE 4/14/2025  
3 OF 3



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



**LOT 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 AG and AX as said lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, together with a portion of the land described in that certain document entitled, "State of California Stage 2 Easement Relocation Patent" recorded on December 7, 2021 as Document Number 2021179695, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the northwesterly corner of said Lot AG, said corner being common with Lots 25, 23 and AJ as shown on said Map;

Thence along the common line of said Lot AG and Lot 23 as shown on said Map, the common line of said Lot AG and Lot BI as shown on said Map, and the common line of said Lot AG and Lot P as shown on said Map, North 62°19'00" East, 270.74 feet to the common line of said Lot AG and Lot AU as shown on said Map;

Thence along said common line, South 27°41'00" East, 12.87 feet;

Thence leaving said common line, South 17°19'00" West, 56.30 feet to the beginning of a tangent curve to the right;

Thence along said tangent curve with a radius of 25.00 feet, through a central angle of 45°00'00", for an arc length of 19.63 feet;

Thence South 62°19'00" West, 212.75 feet to the common line of Lots AX and AI as shown on said Map;

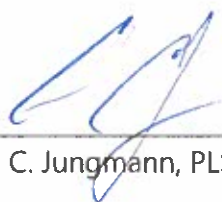
Thence along the common line of said Lots AX and AI, and the common line of said Lots AG and AJ North 28°10'00" West, 60.00 feet to the **POINT OF BEGINNING**.

Containing an area of 15,105 square feet or 0.35 acres, more or less.

Being a portion of Assessor's Parcel Numbers (APN): 1939-135, 8945-004

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



04/14/2025

Date

**END OF DESCRIPTION**



(LOT 18)  
(FTM 9837)  
(APN 8945-007)

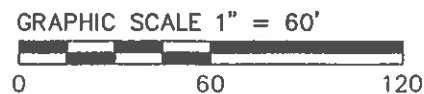
(LOT AU)  
(FTM 9837)  
(APN 1939-146)

(LOT P)  
(FTM 9837)  
(APN 1939-166)

(LOT BH)

(LOT BI)

(LOT 23)  
(FTM 9837)  
(APN 8934-002)



R=25.00'  
 $\Delta=45^{\circ}00'00''$   
L=19.63'

**LOT F**  
(POR. OF  
LOT AG)  
(APN 1939-135)  
(POR. OF  
LOT AX)  
(FTM 9837)  
(POR PAT.)  
15,105 SQ.FT.±  
0.35 ACRES±

(LOT AX)  
(FTM 9837)  
(APN 8945-004)

(LOT 16)  
(FM 9235)  
(APN 1939-096)

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
DN.	DOCUMENT NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POB	POINT OF BEGINNING
POR.	PORTION
SQ.FT.	SQUARE FEET

### APN

LOT BH	(APN 8934-006)(FTM 9837)
LOT BI	(APN 8934-007)(FTM 9837)

POB

(LOT 25)  
(FTM 9837)  
(APN 8934-003)

(LOT AJ)  
(FTM 9837)  
(APN 1939-136)

(LOT AI)  
(FTM 9837)  
(APN 8945-002)



*[Signature]* 04/14/25



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

SUBJECT LOT F  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR. SGM DATE 04/14/2025  
3 OF 3



## LOT H LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lots Y and Z and a portion of Lot X as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most southerly corner of said Lot Z, said corner being common with Lots T, AD and 22 as shown on said Map;

Thence northwesterly along the common line of said Lots Z and 22, the common line of said Lot Y and Lot 21 as shown on said Map, the common line of said Lot X and Lot AC as shown on said Map, and the common line of said Lots X and Lot 20 as shown on said Map, North 27°41'00" West, 407.68 feet;

Thence leaving said common line, North 62°19'00" East, 61.00 feet to the common line of said Lot X and Lot 15 as shown on said Map;

Thence along said common line of said Lots 15 and X, the common line of said Lot X and Lot S as shown on said Map, the common line of said Lot Y and Lot S as shown on said Map, the common line of said Lot Y and Lot 4 as shown on said Map, the common line of said Lot Y and Lot 16 as shown on said Map, and the common line of said Lot Z and Lot 17 as shown on said Map, South 27°41'00" East, 407.68 feet to the common corner of said Lots 17 and Z, said common corner also being on the common line of said Lot T;

Thence along the common line of said Lots T and Z, South 62°19'00" West, 61.00 feet to the **POINT OF BEGINNING**.


Containing an area of 24,868 square feet or 0.57 acres, more or less.

Being all of Assessor's Parcel Numbers (APN): 1939-127, 1939-128

Being a portion of Assessor's Parcel Number (APN): 1939-174

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

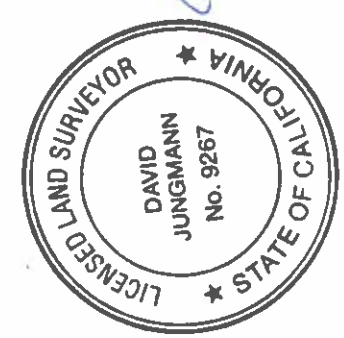
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
David C. Jungmann, PLS 9267



04/14/2025  
Date

**END OF DESCRIPTION**



BY SGM/ADD APPR. SGM DATE 04/14/2025  
3 OF 3



**LOT I**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AD and a portion of Lot 3 as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of said Lot AD, said corner being common with Lots Z, 22 and T as shown on said Map;

Thence along the common line of said Lots T and AD, South 27°41'00" East, 76.00 feet to the common corner of said Lots AD and T, said common corner also being on the common line of Lot 3 as shown on said Map;

Thence along the common line of said Lots 3 and AD, South 62°19'00" West, 192.61 feet;

Thence leaving said common line, South 27°41'00" East, 6.00 feet;

Thence South 62°19'00" West, 41.95 feet to the common line of said Lot 3 and Lot AH as shown on said Map;

Thence along said common line and the common line of said Lot AD and Lot AL as shown on said Map, North 28°10'00" West, 82.00 feet to the common corner of said Lots 22, AD, AL and Lot 21 as shown on said Map;

Thence along the common line of said Lots 22 and AD, North 62°19'00" East, 235.24 feet to the **POINT OF BEGINNING**.


Containing an area of 18,106 square feet or 0.42 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-132

Being a portion of Assessor's Parcel Number (APN): 8934-001

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



04/14/2025  
Date

**END OF DESCRIPTION**

(LOT 16)  
(FTM 9837)  
(APN 8937-002)

(LOT Y)  
(FTM 9837)  
(APN 1939-127)

(LOT 21)  
(FTM 9837)  
(APN 8935-001)

(FTM 9837)  
(APN 8937-003)

(LOT 17)

(LOT Z)

(LOT 22)

(FTM 9837)  
(APN 8935-002)

(LOT T)  
(FTM 9837)  
(APN 1939-170)

S27°41'00"E

76.00'

POB

N62°19'00"E 235.24'

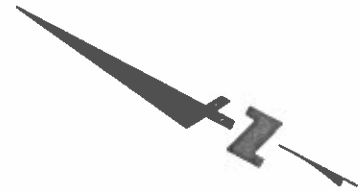
S62°19'00"W 192.61'

**LOT I**  
(LOT AD)  
(APN 1939-132)  
(POR. LOT 3)  
(FTM 9837)  
18,106 SQ.FT.±  
0.42 ACRES±

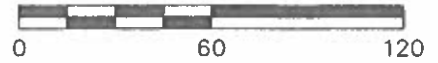
82.00'

N28°10'00"W

(LOT AL)  
(FTM 9837)  
(APN 1939-138)



GRAPHIC SCALE 1" = 60'



(LOT 3)  
(FTM 9837)  
(APN 8934-001)



*[Signature]*

04/14/25

S27°41'00"E  
6.00'

S62°19'00"W  
41.95'

(LOT AH)  
(FTM 9837)  
(APN 8934-004)

### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
FTM	FINAL TRANSFER MAP
POB	POINT OF BEGINNING
POR.	PORTION
SQ.FT.	SQUARE FEET

### APN

LOT Z (APN 1939-128)(FTM 9837)

SUBJECT LOT I

PLAT TO ACCOMPANY LEGAL DESCRIPTION

JOB NO. 20210015-11

BY SGM/ADD APPR. SGM

DATE 04/14/2025

3 OF 3



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



**LOT J**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AL and a portion of Lot AH as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of said Lot AL, said corner being common with Lots 21, 22 and AD as shown on said Map;

Thence along the common line of said Lots AD and AL and the common line of said Lot AH and Lot 3 as shown on said Map, South 28°10'00" East, 82.00 feet;

Thence leaving said common line, South 62°19'00" West, 78.05 feet to the common line of said Lots AH and AL;

Thence along the common line of said Lots AL and AH, South 27°41'00" East, 2.00 feet to the common corner of said Lot AL and Lot BL as shown on said Map;

Thence along the common line of said Lots AL and BL and the common line of said Lot AL and Lot 28 as shown on said Map, South 62°19'00" West, 512.57 feet to the common corner of said Lots AL and 28, said common corner also being on the common line of said Lot AL and Lot AO as shown on said Map;

Thence along said common line of said Lots AL and AO, North 27°41'00" West, 84.00 feet to the common corner of said Lots AO and AL;

Thence along the common line of said Lot AL and Lot AK as shown on said Map, the common line of said Lot AL and Lot 27 as shown on said Map, the common line of said Lot AL and Lot AF as shown on said Map and the common line of said Lots AL and 21, North 62°19'00" East, 589.93 feet to the **POINT OF BEGINNING**.

Containing an area of 49,428 square feet or 1.13 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-138

Being a portion of Assessor's Parcel Number (APN): 8934-004



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



04/14/2025

Date

**END OF DESCRIPTION**

(LOT AC)  
(FTM 9837)  
(APN 1939-131)

(LOT 21) **POB**  
(FTM 9837)  
(APN 8935-001)

(LOT 22)

(LOT AD)  
(FTM 9837)  
(APN 1939-132)  
S28°10'00"E  
82.00'

(LOT 3)  
(FTM 9837)  
(APN 8934-001)

S62°19'00"W  
78.05'

(LOT AH)  
(FTM 9837)  
(APN 8934-004)  
S27°41'00"E  
2.00'

(LOT AE)  
(FTM 9837)  
(APN 1939-133)

(LOT AF)  
(FTM 9837)  
(APN 1939-134)

**LOT J**  
(LOT AL)  
(APN 1939-138)  
(POR. OF  
LOT AH)  
(APN 8934-004)  
(FTM 9837)  
49,428 SQ.FT.±  
1.13 ACRES±

(LOT BL)  
(FTM 9837)  
(APN 1939-149)

(LOT 28)  
(FTM 9837)  
(APN 8931-001)

(LOT 26)  
(FTM 9837)  
(APN 8933-003)

(LOT AK)  
(FTM 9837)  
(APN 1939-137)

N62°19'00"E 589.93'

S62°19'00"W 512.57'

#### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
FTM	FINAL TRANSFER MAP
POB	POINT OF BEGINNING
POR.	PORTION
SQ.FT.	SQUARE FEET

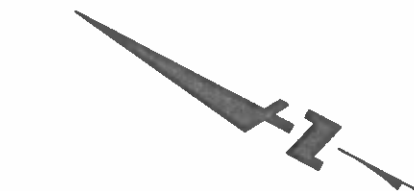
#### APN

LOT 22 (APN 8935-002)(FTM 9837)

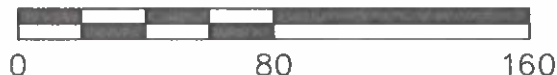


*[Signature]* 04/14/25

(LOT 2)  
(FTM 9837)  
(APN 8933-001)



GRAPHIC SCALE 1" = 80'



84.00'

(LOT AN)  
(FTM 9837)  
(APN 1939-140)

N27°41'00"W

(LOT AO)  
(FTM 9837)  
(APN 1939-141)

SUBJECT **LOT J**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
JOB NO. **20210015-11**  
BY **SGM/ADD** APPR. **SGM** DATE **04/14/2025**  
3 OF 3

**BKF**

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



## LOT M LEGAL DESCRIPTION

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AJ and a portion of Lot AI as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, together with a portion of the land described in that certain document entitled, "State of California Stage 2 Easement Relocation Patent" recorded on December 7, 2021 as Document Number 2021179695, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most easterly corner of Lot 25 as shown on said Map, said corner also being common with said Lots AG and AJ and Lot 23 as shown on said Map;

Thence along the common line of said Lots AG and AJ, and the common line of Lots AX and AI as shown on said Map, South  $28^{\circ}10'00''$  East, 60.00 feet;

Thence South  $62^{\circ}19'00''$  West, 446.08 feet to the southeasterly prolongation of the common line of said Lot AJ and Lot AM as said Lot is shown on said Map;

Thence along said southeasterly prolongation and said common line of said Lots AJ and AM, North  $27^{\circ}41'00''$  West, 60.00 feet to the common corner of said Lot AJ and Lots AV, BG and AM as shown on said Map;

Thence along the common line of said Lots AJ and AV, and the common line of said Lots AJ and 25 as shown on said Map, North  $62^{\circ}19'00''$  East, 445.58 feet to the **POINT OF BEGINNING**.

Containing an area of 26,750 or 0.61 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-136

Being a portion of Assessor's Parcel Number (APN): 8945-002

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

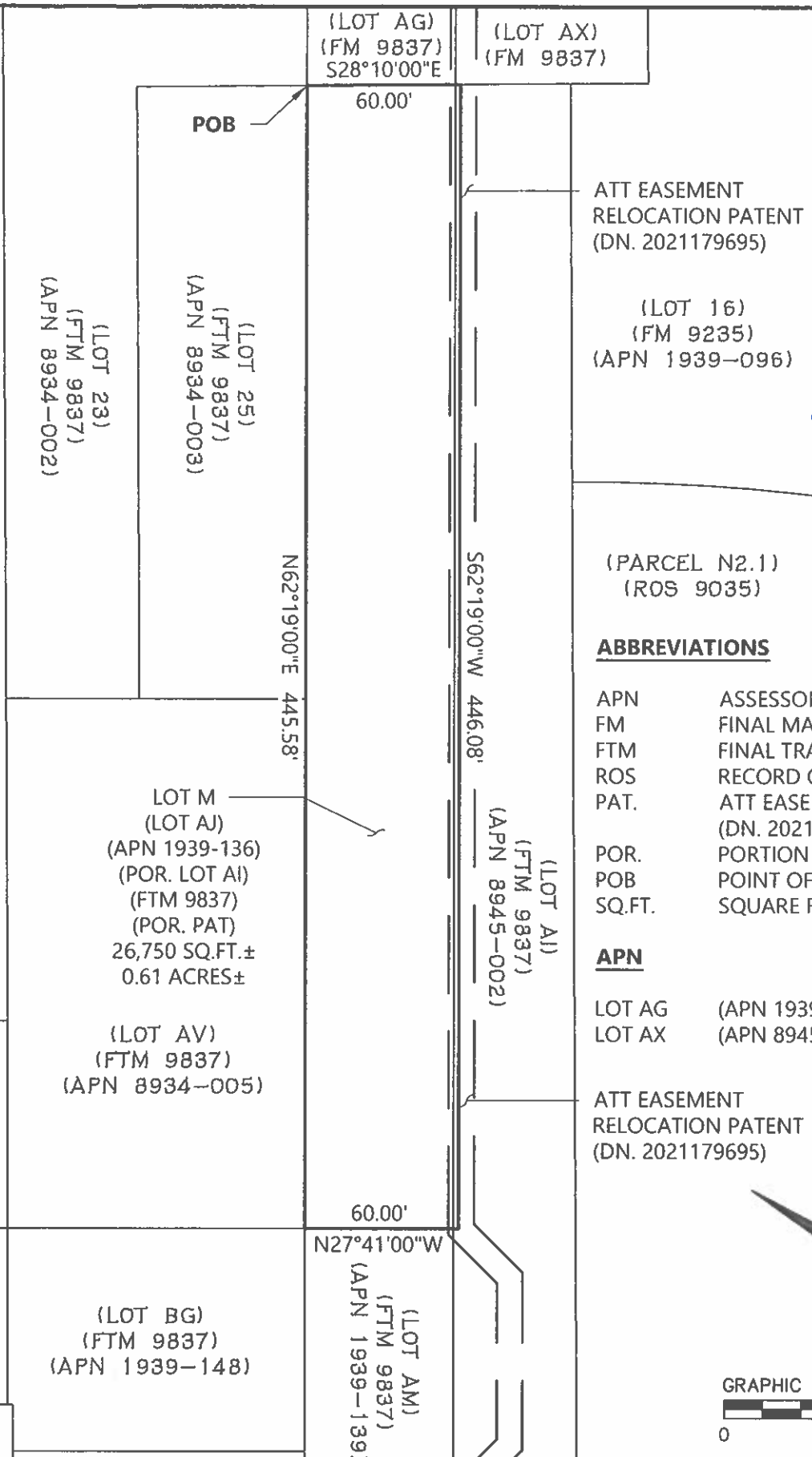


04/14/2025  
Date

**END OF DESCRIPTION**



*[Signature]* 01/14/25



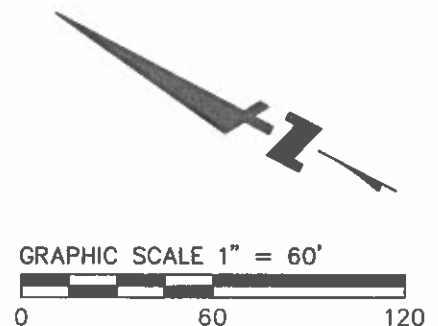
**ABBREVIATIONS**

APN	ASSESSORS PARCEL NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
ROS	RECORD OF SURVEY
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POR.	PORTION
POB	POINT OF BEGINNING
SQ.FT.	SQUARE FEET

**APN**

LOT AG	(APN 1939-135)(FTM 9837)
LOT AX	(APN 8945-004)(FTM 9837)

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)



SUBJECT LOT M  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR. SGM DATE 04/14/2025  
3 OF 3



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



**LOT Q**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AM and a portion of Lot AI as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, together with a portion of the land described in that certain document entitled, "State of California Stage 2 Easement Relocation Patent" recorded on December 7, 2021 as Document Number 2021179695, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of said Lot AM, said corner being common with Lots BG, AV, and AJ as shown on said Map;

Thence along the common line of said Lots AJ, AM, and the southeasterly extension of said line, South  $27^{\circ}41'00''$  East, 60.00 feet;

Thence South  $62^{\circ}19'00''$  West, 512.57 feet to the southeasterly extension of the common line of said Lot AM and Lot AP as said Lot is shown on said Map;

Thence along said southeasterly extension and said common line of said Lots AM and AP, North  $27^{\circ}41'00''$  West, 60.00 feet to the common corner of said Lot AM and Lot BK as shown on said Map, said common corner being on the common line of said Lot AP;

Thence along the common line of said Lots BK and AM, the common line of said Lot AM and Lot 29 as shown on said Map, and the common line of said Lots AM and BG, North  $62^{\circ}19'00''$  East, 512.57 feet to the **POINT OF BEGINNING**.

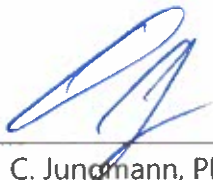
Containing an area of 30,754 square feet or 0.71 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-139

Being a portion of Assessor's Parcel Number (APN): 8945-002

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



04/14/2025  
Date

**END OF DESCRIPTION**

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

(LOT BL)  
(FTM 9837)  
(APN 1939-149)

(LOT BG)  
(FTM 9837)  
(APN 1939-148)

**POB**

60.00'

(LOT 28)  
(FTM 9837)  
(APN 8931-001)

**LOT Q** —  
(LOT AM)  
(APN 1939-139)  
(POR. OF  
LOT A)  
(FTM 9837)  
(POR. PAT.)  
30,754 SQ.FT.±  
0.71 ACRES±

(LOT 29)  
(FTM 9837)  
(APN 8931-002)

N62°19'00"E 512.57'

562°19'00"W 512.57

(LOT AI)  
(FTM 9837)  
(APN 8945-002)

GRAPHIC SCALE 1" = 60'

0	60	120
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## ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
FTM	FINAL TRANSFER MAP
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POB	POINT OF BEGINNING
POR.	PORTION
SQ.FT.	SQUARE FEET

**APN**

LOT AJ (1939-136)(FTM 9837)

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)



*[Signature]* 04/14/25

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

(LOT AP)  
(FTM 9837) (APN 1939-142)

N27°41'00"W



255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
[www.bkf.com](http://www.bkf.com)

SUBJECT LOT Q

PLAT TO ACCOMPANY LEGAL DESCRIPTION

JOB NO. 20210015-11

BY SGM/ADD APPR.SGM DATE 04/14/2025

3 OF 3





**LOT S**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AN and a portion of Lot AK as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of said Lot AN, said corner being common with Lot 33 as shown on said Map;

Thence along the common line of said Lots AN and 33, and the common line of said Lot AN and Lot 2 as shown on said Map, South 27°41'00" East, 477.00 feet to the common corner of said Lots 2 and AK, said common corner being on said common line of said Lot AN;

Thence leaving said common corner, South 49°40'59" East, 26.41 feet, to the common line of said Lot AK and Lot AL as shown on said Map;

Thence along said common line, said common line also being the common line of said Lot AN and Lot AO as shown on said Map, South 62°19'00" West, 56.94 feet, to a common corner of said Lots AN and AO;

Thence along the southwest line of said Lot AN, North 28°02'05" West, 501.27 feet to the northwest corner of said Lot AN;

Thence along the northwesterly line of said Lot AN, North 62°03'12" East, 50.12 feet to the **POINT OF BEGINNING**.

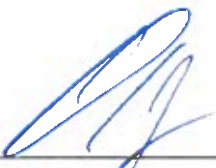
Containing an area of 24,480 square feet or 0.56 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-140

Being a portion of Assessor's Parcel Number (APN): 1939-137

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



04/14/2025  
Date

**END OF DESCRIPTION**

04/14/2025  
3 OF 3



**LOT T**  
**LEGAL DESCRIPTION**


All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AO as said Lot is shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County.

Containing an area of 20,854 square feet or 0.48 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-141

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

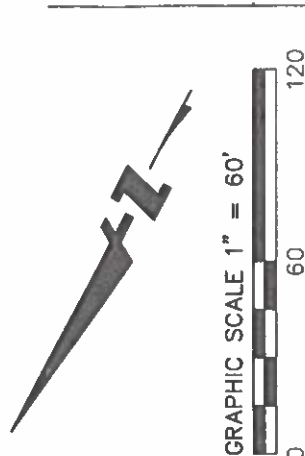


04/14/2025  
Date

**END OF DESCRIPTION**

# ABBREVIATIONS

APN ASSESSORS PARCEL NUMBER  
FTM FINAL TRANSFER MAP  
ROS RECORD OF SURVEY  
SQ.FT. SQUARE FEET



(LOT AL)  
(FTM 9837)  
(APN 1939-138)

(LOT AK)  
(FTM 9837)  
(APN 1939-137)

(LOT 2)  
(FTM 9837)  
(APN 8933-001)

(LOT 28)  
(FTM 9837)  
(APN 8931-001)

S27°41'00"E 304.70'  
**LOT T**  
(LOT AO)  
(APN 1939-141)  
(FTM 9837)  
N27°41'00"W 297.07'

N62°19'00"E 46.55'  
N62°01'52"E 22.50'

(LOT AN)  
(FTM 9837)  
(APN 1939-140)

N28°02'05"W 7.52'

LANDS OF JOB CORPS CENTER  
(ROS AA 85-95)  
(ROS 9035)  
(APN 1939-028)

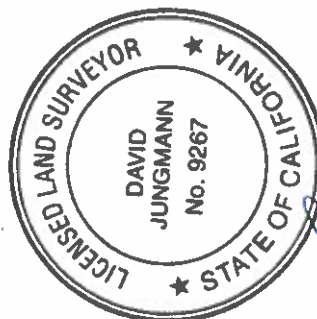
(LOT AP)  
(FTM 9837)  
(APN 1939-142)

S62°19'00"W 69.00'

(LOT AR)  
(FTM 9837)  
(APN 1939-144)

(LOT 31)  
(FTM 9837)  
(APN 8930-001)

(LOT AQ)  
(FTM 9837)  
(APN 1939-143)



*04/14/25*

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



SUBJECT LOT T

PLAT TO ACCOMPANY LEGAL DESCRIPTION

JOB NO. 20210015-11

BY ADD APPR. SGM DATE 04/14/2025

3 OF 3



**LOT U**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AP and a portion of Lot AI as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, together with a portion of the land described in that certain document entitled, "State of California Stage 2 Easement Relocation Patent" recorded on December 7, 2021 as Document Number 2021179695, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the northwesterly corner of said Lot AP, said corner being common with Lots AR, 32, and AO as shown on said Map;

Thence along the common line of said Lots AP and AO, North 62°19'00" East, 69.00 feet to the common corner of said Lots AP and AO, said common corner being on the common line of Lot 28 as shown on said Map;

Thence along the common line of said Lots AP and 28, the common line of said Lot AP and Lot BJ as shown on said Map, the common line of said Lot AP and Lot BK as shown on said Map, and the common line of said Lot AP and Lot AM as shown on said map, and the southeasterly prolongation of said common line of said Lots AP and AM, South 27°41'00" East 295.24 feet;

Thence South 62°19'00" West, 69.00 feet to the southeasterly prolongation of the common line of said Lot AP and Lot AS as said Lot is shown on said Map;

Thence along last said southeasterly prolongation, the common line of said Lots AP and AS, and the common line of said Lots AP and 32, North 27°41'00" West 295.24 feet to the **POINT OF BEGINNING**.

Containing an area of 20,371 square feet or 0.47 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-142

Being a portion of Assessor's Parcel Number (APN): 8945-002

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



04/14/2025

Date

**END OF DESCRIPTION**



ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

(LOT 29)  
(FTM 9837)  
(APN 8931-002)

(LOT AM)  
(FTM 9837)  
(APN 1939-139)

(LOT 28)  
(FTM 9837)  
(APN 8931-001)

(LOT BJ)  
(FTM 9837)  
(APN 8931-003)

(LOT BK)  
(FTM 9837)  
(APN 8931-004)

(LOT AO)  
(FTM 9837)  
(APN 1939-141)

N62°19'00"E

69.00'

POB

**LOT U**  
(LOT AP)  
(APN 1939-142)  
(FTM 9837)

S27°41'00"E 295.24'

(POR. LOT AI)  
(FTM 9837)  
(APN 8945-002)  
(POR. PAT.)  
20,371 SQ.FT.±  
0.47 ACRES±

69.00'

S62°19'00"W

(LOT AR)  
(FTM 9837)  
(APN 1939-144)

(LOT 32)  
(FTM 9837)  
(APN 8930-002)

(LOT AS)  
(FTM 9837)  
(APN 1939-145)

(LOT AI)  
(FTM 9837)  
(APN 8945-002)

*[Signature]*  
04/14/25



#### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
DN.	DOCUMENT NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POR.	PORTION
ROS	RECORD OF SURVEY
SQ.FT.	SQUARE FEET

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

GRAPHIC SCALE 1" = 60'



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

SUBJECT LOT U  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR SGM DATE 04/14/2025  
3 OF 3



**LOT V**  
**LEGAL DESCRIPTION**

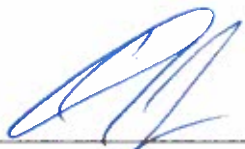
All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AQ as said Lot is shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County.

Containing an area of 27,706 square feet or 0.64 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-143

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

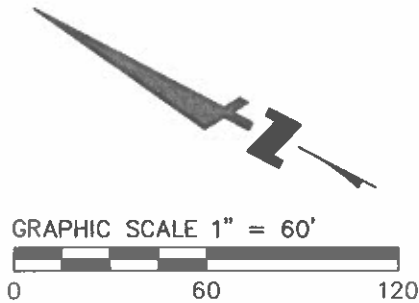


04/14/2025  
Date

**END OF DESCRIPTION**

(LOT AN)  
(FTM 9837)  
(APN 1939-140)

(LOT AO)  
(FTM 9837)  
(APN 1939-141)



LANDS OF JOB CORPS CENTER  
(ROS AA 85-95)  
(ROS 9035)  
(APN 1939-028)

S27°41'00"E

76.37'

**LOT V**  
(LOT AQ)  
(APN 1939-143)  
(FTM 9837)  
27,706 SQ.FT.±  
0.64 ACRES±

N62°01'52"E 367.18'

S62°19'00"W 367.17'

(LOT 31)  
(FTM 9837)  
(APN 8939-001)



*[Handwritten signature]* 04/14/25

**ABBREVIATIONS**

APN	ASSESSORS PARCEL NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
ROS	RECORD OF SURVEY
SQ.FT.	SQUARE FEET

74.54'

N27°41'00"W

(LOT L)  
(FM 9235)  
(APN 1939-113)

(LOT R)  
(FM 9235)  
(APN 1939-118)



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

SUBJECT LOT V  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR. SGM DATE 04/14/2025  
3 OF 3



**LOT W**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AS and a portion of Lot AI as said Lots are shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County, together with a portion of the land described in that certain document entitled, "State of California Stage 2 Easement Relocation Patent" recorded on December 7, 2021 as Document Number 2021179695, Official Records of said County, being more particularly described as follows:

**BEGINNING** at the most northerly corner of said Lot AS, said corner being common with Lot 32 as shown on said Map, said corner also being on the southwesterly line of Lot AP as shown on said Map;

Thence along the common line of said Lots AS and AP, and the southeasterly prolongation of said common line, South 27°41'00" East, 72.00 feet;

Thence South 62°19'00" West, 367.17 feet to the southwesterly line of said Lot AI, said southwesterly line being common to Lot U as said Lot is 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 said County;

Thence along said common line of said Lots AI and U, and the common line of said Lot AS and Lot R as said Lot is shown on said Final Map No. 9235, North 27°41'00" West, 72.00 feet to the westerly common corner of said Lots AS and 32;

Thence along the common line of said Lots 32 and AS, North 62°19'00" East, 367.17 feet to the **POINT OF BEGINNING**.

Containing an area of 26,437 square feet or 0.61 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-145

Being a portion of Assessor's Parcel Number (APN): 8945-002

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



04/14/2025  
Date

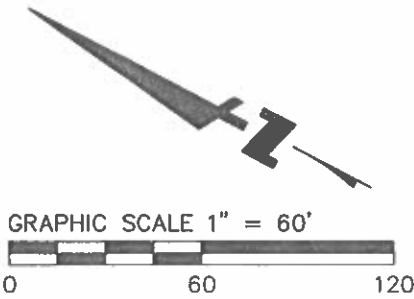
**END OF DESCRIPTION**

(LOT AP)  
(FTM 9837)  
(APN 1939-142)

S27°41'00"E

72.00'

POB



(LOT 32)  
(FTM 9837)  
(APN 8930-002)

N62°19'00"E 367.17'

**LOT W**  
(LOT AS)  
(APN 1939-145)  
(POR. OF LOT AI)  
(APN 8945-002)  
(FTM 9837)  
(POR. PAT.)  
26,437 SQ.FT.±  
0.61 ACRES±

S62°19'00"W 367.17'

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)

(LOT AI)  
(FTM 9837)  
(APN 8945-002)

(PARCEL N2.1)  
(ROS 9035)  
(APN 1939-027)

#### ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
DN.	DOCUMENT NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
ROS	RECORD OF SURVEY
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POB	POINT OF BEGINNING
POR.	PORTION
SQ.FT.	SQUARE FEET

ATT EASEMENT  
RELOCATION PATENT  
(DN. 2021179695)



*[Signature]* 04/14/25

72.00'

N27°41'00"W

(LOT R)  
(FM 9235)  
(APN 1939-118)

(LOT U)  
(FM 9235)  
(APN 1939-121)

SUBJECT **LOT W**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
JOB NO. **20210015-11**  
BY **SGM/ADD** APPR. **SGM** DATE **04/14/2025**  
3 OF 3



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



**LOT Y**  
**LEGAL DESCRIPTION**

All that certain real property situate in the City and County of San Francisco, State of California, being all of Lot AR as said lot is shown on that certain Final Transfer Map No. 9837, filed for record on July 24, 2019 in Book HH of Survey Maps at pages 154 through 166, Official Records of said County, and as modified by the Certificate of Correction for Final Map No. 9837, recorded on August 28, 2020 as Document Number 2020009823, Official Records of said County.


Containing an area of 23,499 square feet or 0.54 acres, more or less.

Being all of Assessor's Parcel Number (APN): 1939-144



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



04/14/2025

Date

**END OF DESCRIPTION**

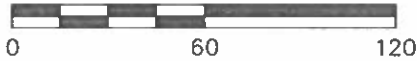
(LOT AO)  
(FTM 9837)  
(APN 1939-141)

(LOT AP)  
(FTM 9837)  
(APN 1939-142)

S27°41'00"E

64.00'

GRAPHIC SCALE 1" = 60'



**LOT Y**  
(LOT AR)  
(APN 1939-144)  
(FTM 9837)  
23,499 SQ.FT.±  
0.54 ACRES±

(LOT 31)  
(FTM 9837)  
(APN 8930-001)

(LOT 32)  
(FTM 9837)  
(APN 8930-002)

N62°19'00"E 367.17'

S62°19'00"W 367.17'

64.00'

N27°41'00"W

(LOT R)  
(FM 9235)  
(APN 1939-118)

**ABBREVIATIONS**

APN	ASSESSORS PARCEL NUMBER
FM	FINAL MAP
FTM	FINAL TRANSFER MAP
SQ.FT.	SQUARE FEET



*[Signature]* 04/14/25



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

SUBJECT LOT Y  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
JOB NO. 20210015-11  
BY SGM/ADD APPR. SGM DATE 04/14/2025  
3 OF 3

NO RECORDING FEE

RECORDING REQUESTED BY  
and When Recorded Mail 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

Treasure Island Director  
Treasure Island Development Authority  
39 Treasure Island Road, Suite 241  
San Francisco, California 94130

---

Situs:

### **OFFER OF IMPROVEMENTS**

(Improvements on TIDA Open Space)

TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (“Offeror”), and its successors and assigns, does hereby irrevocably offer to the Treasure Island Development Authority, a California public benefit corporation (“TIDA”), and to the City and County of San Francisco, a municipal corporation (“City”), with TIDA and City referred to hereafter collectively as “Offerees,” and their its successors and assigns, all of those improvements described in that certain Public Improvement Agreement – Treasure Island - Final Map No 10347 Improvements, between Offeror and the Offerees (hereafter “PIA”), and as further defined in the applicable Ownership & Maintenance Matrix for the project dated as of 12/3/25 and attached hereto as Exhibit A. The property where the public improvements are located consists of:

(1) The following property, as shown on Final Map No. 10347, recorded \_\_\_\_\_ as Document No. \_\_\_\_\_ of Official Records:

- Lot C (APN – 8934-038)

- Lot G (APN – 8945-010)
- Lot K (APN – 8934-039)
- Lot L (APN – 8934-040)
- Lot N (APN – 1939-191)
- Lot O (APN – 1939-192)
- Lot P (APN – 8931-005)
- Lot R (APN – 8945-009)
- Lot X (APN – 1939-183)

(2) Improvements outside of Final Map No. 10347 boundary:

- None in this offer.

The foregoing property is shown on the map attached hereto as Exhibit B.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors or the TIDA Board of Directors, (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of this offer of public improvements by formal action of an Offeree, the Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_.

**GRANTOR:**

TREASURE ISLAND SERIES 2, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

## **NOTARY ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_ before me, \_\_\_\_\_,  
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 of Notary Public

(Notary Seal)

## **EXHIBIT A**

(Ownership and Maintenance 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	Comments
	General Notes: 1) "N/A" in funding columns means that standard City sources will provide funding, with no special arrangements required. 2) Developer will hold HOA responsibility at all times before Master HOA is formed. 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.								
	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.	Survey Monuments	Survey monuments in public right-of-way.	Public Works	City - Public Works	Public Works	N/A	N/A		
2.	Standard roadway(pavement, curb and gutter, curb only, curb ramps)	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	SFMTA will maintain striping and traffic control/parking signage.  <b>Stage 2 reference description/drawing:</b> 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. See Stage 2 Sheets C6.01, C602, C6.05B , C6.06, C6.11  There are no street facing-curb and gutters on cycle track separators in Stage 2, and no streetlights are within 5' of curb ramps.	
3.	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"><li>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.</li><li>Authority Housing Developments will be contribute their share of sidewalk maintenance through the MHOA assessments.</li><li>Ownership, maintenance and funding will be equivalent for standard and non-standard sidewalks.</li><li>Where sidewalks front TIDA open space or property, TIDA to be considered the APO.</li></ul>	
4.	Sidewalk Furnishing/Landscaping Zone	Sidewalk streetscape/street furniture zone including pavers, landscape (not including street trees), irrigation, drip irrigation, shrubs, groundcover, decomposed grantie in lieu of mulch, courtesy strip, intermediate curbs and mid-block bulb-outs.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC 706A and 810B	Major Encroachment Permit ("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.  <b>Stage 2 reference description/drawing:</b> All non-standard materials within the sidewalk furnishing/landscaping zone will be documented in the MEP.	



	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
5.	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)	
6.	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).  <b>Stage 2 reference description/drawing:</b> See TS1.03 - TS1.05	
7.	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.	
8.	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.	
9.	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.	
10.	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	
11.	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	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
12.	Centralized Stormwater Treatment Facilities in Right-of-Way, including Stormwater Treatment Lift Facility(s)	Stormwater controls, including the Clipper Cover Avenue stormwater treatment lift wet well, inlet piping, treatment pump station, pumps, and force mains, cleanouts, internal piping and fittings, air release valve appurtenances, valve vault drain pipe, stormwater diversion manhole, rain gauge, electrical facilities.	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.  <b>Stage 2 reference description/drawing:</b> See Stage 2 SW.10, SW.11, & SW.13.	
13.	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.  <b>Stage 2 reference description/drawing:</b> No such facilities are proposed in Stage 2.	
14.	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	
15.	Non-City Utility Systems	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, equipment, conductors, and fiber optic cables.	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.  TICD fiber facilities would be included in the MEP - TO BE CONFIRMED.	
16.	Street Lights	SFPUC standard street lights, and approved non-standard FGP 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.  <b>Stage 2 reference description/drawing:</b> FGP street lights at M Street and Avenue D are non-standard, but PUC has approved the variance authorizing them.	
17.	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.	
18.	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.  <b>Stage 2 reference description/drawing 2:</b> 8" Min PCC Over Compacted Soil Subgrade. See Paving Plan C1.11, Stage 2.  2" Raised Concrete Intersection. See Paving Plan C1.12,	
19a	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.,	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
19.	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		
20.	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)	
		Curb ramps including the wings within non-standard curb returns/sidewalk	Public Works	City-Public Works	Public Works	N/A	N/A	<p><b>Stage 2 reference description/drawing:</b> Non-standard sidewalk corners (unless directed by SFMTA) do not occur in Stage 2.</p> <p><b>Stage 2 reference description/drawing:</b> This condition does not occur within Stage 2.</p>	
21.	Driveways	Driveway sidewalk aprons, including the curb (Curb-cut) along width of driveway	Public Works	APO	APO	N/A	APO		
22a	Driveways: Temporary Fire Truck Turnaround Driveway	Temporary 3" AC (HMA) over 6" AB Driveway for Truck Turnaround.	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC sec. 706A	N/A	APO (TIDA)	<p><b>Stage 2 reference description/drawing:</b> Where sidewalks front TIDA open space or property, TIDA to be considered the APO. In Stage 2, all these improvements occur adjacent to TIDA open space.</p> <p>See C1.12 Stage 2 , C3.03 Stage 2, C3.04 Stage 2, C11.06 Stage 2,</p>	
22.	Bike lane	Class II or III bike facilities in the public right-of-way, 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.	
23.	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		
24.	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	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
25.	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)	<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
26.	Non-Muni Bus Stop (Shuttle) Improvements	Signage, striping, signals, shelter	Treasure Island Mobility Management Agency (TIMMA)	TIMMA or TIDA	TIMMA	MEP	TIMMA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
		Concrete raised island, concrete bus pad and adjacent bike lane (including pavement and facing curbs, & curb ramp), transit island from back of street curb, striping, at stops for island shuttles.	Public Works	City - Public Works	Public Works	N/A	N/A	SFMTA to perform standard review as part of SIP permit review process.  <b>Stage 2:</b> See Shuttle Stop on Paving Plan C1.12 Stage 2, C3.59 Stage 2.	
27.	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  <b>Stage 2:</b> See Bus Layover Zone on C1.11 and Concrete Bus Pad on C1.11	
28.	Cycle tracks	Class IV bike facility in ROW, including signs, striping including any green paint, delineators, channelizers, raised medians, jersey barriers/k- rail 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		
29.	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.	
30.	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.	
31.	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"> <li>City will not accept custom receptacles.</li> <li>City responsible for collecting trash and recycling from trash receptacles in the public right-of-way.</li> </ul>	
32.	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 (funded by HOA)	MEP  Maintenance agreement between HOA and TIDA	HOA Fees		
33.	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		
34.	Standard bike racks	SFMTA standard bike rack	SFMTA	City-SFMTA	SFMTA	N/A	N/A		
35.	Non-standard bike racks	SFMTA approved non-standard bike racks	SFMTA	TIDA	HOA	MEP  Maintenance agreement between HOA and TIDA	HOA		

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
36.	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.	
37.	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.	
38.	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		
<b>Public Improvements Outside the Right-of-Way</b>									
39.	Temporary Centralized Stormwater Treatment Facilities in Right-of-Way	Outlet piping that drains temporary bioretention basin that crosses Clipper Cove Avenue.	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.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheet SM-7. Note that a portion of the SD pipes are in the PROW (at Clipper Cove Ave).	
40.	Temporary Street Connections at Job Corps Ave. D.	Temporary 3" AC (HMA) over 6" AB Street connection and striping at Avenue D / Job Corps.	Job Corps	Job Corps	Job Corps	N/A	N/A	Will not be accepted by City. These facilities shall by shall be privately owned and maintained by Job Corps.  <b>Stage 2 reference description/drawing:</b> See Streets C1.11 Stage 2 & Streets 3.05A Stage 2.	
41.	Temporary AC Truck Turnaround Area in Eastside Commons	Temporary 3" AC (HMA) over 6" AB Truck Turnaround in sidewalk area.	Public Works	TIDA	TIDA	N/A	TIDA	<b>Stage 2 reference description/drawing:</b> See Streets C1.11 & C1.12 Stage 2. This turnaround will be in an easement area.	
42.	AC Truck Turnaround Area in TTM Lot 33	3" AC (HMA) over 6" AB Truck Turnaround.	Public Works	Privately Owned	N/A	N/A	N/A	<b>Stage 2 reference description/drawing:</b> This turnaround will be in an easement area.	
43.	Retaining Walls that Support Public Right-of-Way.		Public Works	TIDA	TIDA	N/A	TIDA Funds	No retaining walls are currently proposed but may be implemented on a future parks and open space project	
44.	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	Centralized stormwater facilities addressed under Item 12	
45.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
46.	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 Ttransit may need separate agreement to contract out responsibility for maintenance.  <b>Stage 2 reference description/drawing:</b> Location of Bus Operator Restroom shown on Stage 2 L1.07.	
47.	Toll Facility		TIMMA	TIMMA	TIMMA	N/A	N/A	TIDA to confirm details. Clarify if this will be in Public Right-of-Way  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
48.	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); Macky Lane 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.	
49.	Temporary Centralized Stormwater Treatment Facilities in Parks and Open Spaces	Stormwater controls, including the Clipper Cover Avenue bioretention basin, berms, liner, aggregate, bioretention media, irrigation, mulch, planting, signage, force mains, forebay structures, overflow structures, piping, perforated underdrain pipe, outfall check valves, cleanouts, area drains, manholes, catchbasins, catch basin sandtraps, and existing clay stormdrain pipe outlet, check valve at outfall.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement between TIDA/HOA allocating responsibility for maintenance costs between the two parties	Maintenance Funding Agreement	Provides interim treatment of parcels, open spaces, and/or ROW stormwater.  <b>Stage 2 reference description/drawing:</b> See Approved Stage 2 Interim Stormwater Control Plan Sheets SM-5 through SM-11.	
50.	Recycled Water Treatment and Storage	Recycled water treatment and storage facility(s)	SFPUC	City-SFPUC	SFPUC			<b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
51.	Public Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, manholes, <del>diversion structure (diverts treatment flow from storm flow)</del> , CDS diversion manhole, CDS Unit, storm drainage backflow structure, and stormdrain outfall, <del>and outfall apron.</del>	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 that solely serve Job Corps or USCG, and stormwater treatment facilities and park-specific drainage owned and maintained by TIDA.  <b>Stage 2 reference description/drawing:</b> See Stage 2 C5.04A, C5.04B and OFI.01.	
52.	Private Storm Drain (SD) Conveyance System	Permanent pipes, pipe fittings, air release vavles, vaults, cleanouts, stormwater treatment lift valve vault.	SFPUC	TIDA	TIDA	Maintenance Funding Agreement with HOA responsibility based on the proportionate square footage of private land relative to public land.	Maintenance Funding Agreement	<b>Stage 2 reference description/drawing:</b> See SW.12 and SW13 Stage 2.C5.04A Stage 2 and C5.04B Stage 2 for private storm drain force main.	

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
53.	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.  <b>Stage 2 reference description/drawing:</b> There are no storm drain pump or lift stations that convey large stormwater flows (e.g. 5yr and 100yr storms) in Stage 2. Stormwater treatment lift stations are discussed in separate item above under stormwater treatment facilities.	
54.	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.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	
55.	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 Agreement 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.  <b>Stage 2 reference description/drawing:</b> Temporary force main ("TFM") and pipe fittings and appurtenances to connect the 17.5" SSFM at Califorina Ave Sta 24+72.66 to the existing 17/5" SSFM in the Sailing Center. See Sheets C7.14 Stage 2 and C7.15 Stage 2. This sanitary sewer force main will be located in an easement.	
56.	Sanitary Sewer Pump and Lift Stations	Pump and lift stations, and appurtenances	SFPUC	City - SFPUC	SFPUC	N/A		Excludes SS facilities that solely serve U.S. Dept. of Labor Job Corps or U.S. Coast Guard.  <b>Stage 2 reference description/drawing:</b> See Improvement Plans for Tradewinds SSPS	
57.	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  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
58.	Job Corps Storm Drain Line	Storm drain facility from Job Corps land, across TIDA land to Bay, including pipes, pipe fittings, manholes and standalone outfall and apron structure	Job Corps	Job Corps	Job Corps	N/A	N/A	May require an MEP if the pipe crosses ROW  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2	
59.	Private Streets	Privately owned roadways, such as Mid-Block Breaks	Private	HOA	HOA, potentially by contract with Business Improvement District (BID)	CC&R's	APO/BID Funds HOA Fees (CC&Rs)	Privately owned - refer to operative easement documents. Private party to be responsible for paving, signage, striping, traffic control including signals.  <b>Stage 2 reference description/drawing:</b> This condition does not occur in Stage 2.	

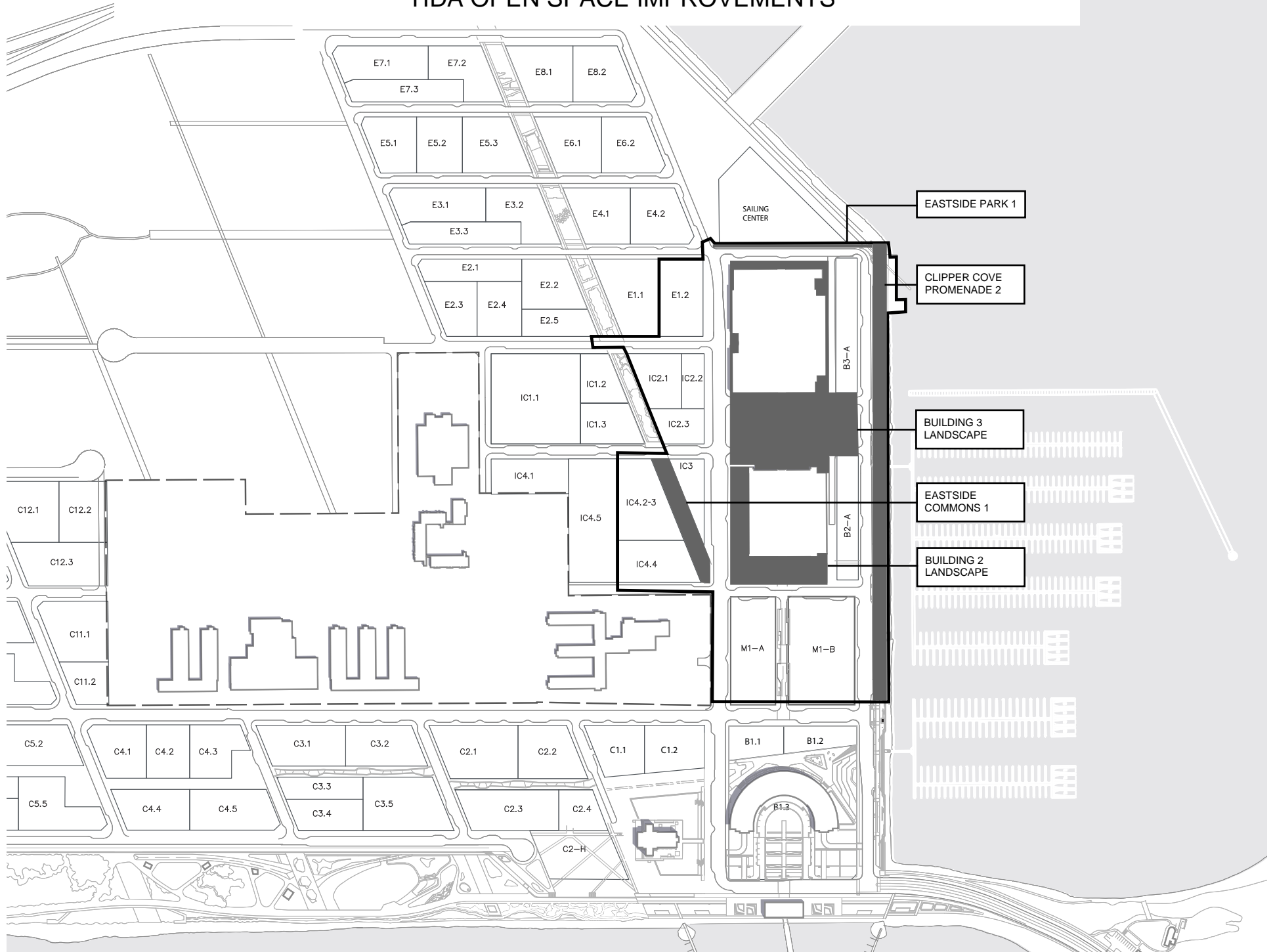
	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes	Comments
60.	Bike paths in parks	Class 1 bike facility in parks, including path surface, adjacent curb and gutter, striping and any signage	TIDA	TIDA	TIDA	N/A	N/A	TIDA/CFD will maintain parks including paving/striping, potentially by contracting work to Public Works	
61.	Potable Water tanks on Yerba Buena Island		SFPUC	City - SFPUC	SFPUC	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
62.	Non-City Utility Systems (not in public right of way)	PG&E Gas facilities, AT&T communication facilities, Comcast CATV facilities, and TICD fiber facilities including: vaults, conduits, cabinets, pull- boxes, conductors, fiber optic cables, and service feeds.	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.	
	Other Improvements								
63.	Adaptive Management Improvements - fixed civil improvements	Improvements dictated by the adaptive management plan that do not require routine maintenance, including but not limited to dikes, levees, berms, sea walls, etc.	TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
64.	Adaptive Management Improvements - active improvements	Improvements dictated by the adaptive management strategy (AMS) plans which require ongoing routine maintenance, including but not limited to sea level rise and stormwater pumps, pipes, outfalls, etc.	SFPUC and SFPW	TBD	TBD	TBD		TICD and TIDA to develop SLR Adaptive Management Plan. City ownership, maintenance, and associated liability responsibilities subject to plan preparation, review, negotiation, and memorandum of understanding, as well as SFPUC Commission review and approval.  <u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	
65.	Ferry terminal water-side improvements		TIDA	TIDA	TIDA	N/A	N/A	<u>Stage 2 reference description/drawing:</u> This condition does not occur in Stage 2.	



## **EXHIBIT B**

(Map of Properties Including Public Improvements Irrevocably Offered)

# EXHIBIT A-4 TIDA OPEN SPACE IMPROVEMENTS





## 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: **8930**

Lot: **001**

Address: **250 CALIFORNIA AVE San Francisco, CA 94130**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto: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: **8930**

Lot: **002**

Address: **260 CALIFORNIA AVE San Francisco, CA 94130**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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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: **8931**

Lot: **002**

Address: **320 CALIFORNIA AVE San Francisco, CA 94130**

David Augustine, Tax Collector

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## 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: **8932**

Lot: **001**

Address: **399 CALIFORNIA AVE San Francisco, CA 94130**

David Augustine, Tax Collector

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## 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: **8933**

Lot: **001**

Address: **150 AVENUE D San Francisco, CA 94130**

David Augustine, Tax Collector

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## 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: **8934**

Lot: **002**

Address: **680 CALIFORNIA AVE**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto: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: **8934**

Lot: **003**

Address: **660 CALIFORNIA AVE**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto: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: **8935**

Lot: **001**

Address: **551 CALIFORNIA AVE**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto: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: **8935**

Lot: **002**

Address: **571 CALIFORNIA AVE**

David Augustine, Tax Collector

Dated **November 21, 2025** this certificate is valid for the earlier of 60 days from **November 21, 2025** or **December 31, 2025**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



OWNER'S STATEMENT

THE UNDERSIGNED OWNER HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 10347 COMPRISED OF ELEVEN (11) SHEETS. BY MY SIGNATURE HERETO I HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

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: [Signature]  
PRINTED NAME: Robert Beck  
TITLE: Treasure Island Director  
DATE: 9/18/2025

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 September 18, 2025, BEFORE ME Renee Adams, A NOTARY PUBLIC, PERSONALLY APPEARED Robert Beck WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: [Signature]

NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2467041

MY COMMISSION EXPIRES: October 21, 2027

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AT \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF \_\_\_\_\_ MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF BKF ENGINEERS.

SIGNED: \_\_\_\_\_

COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

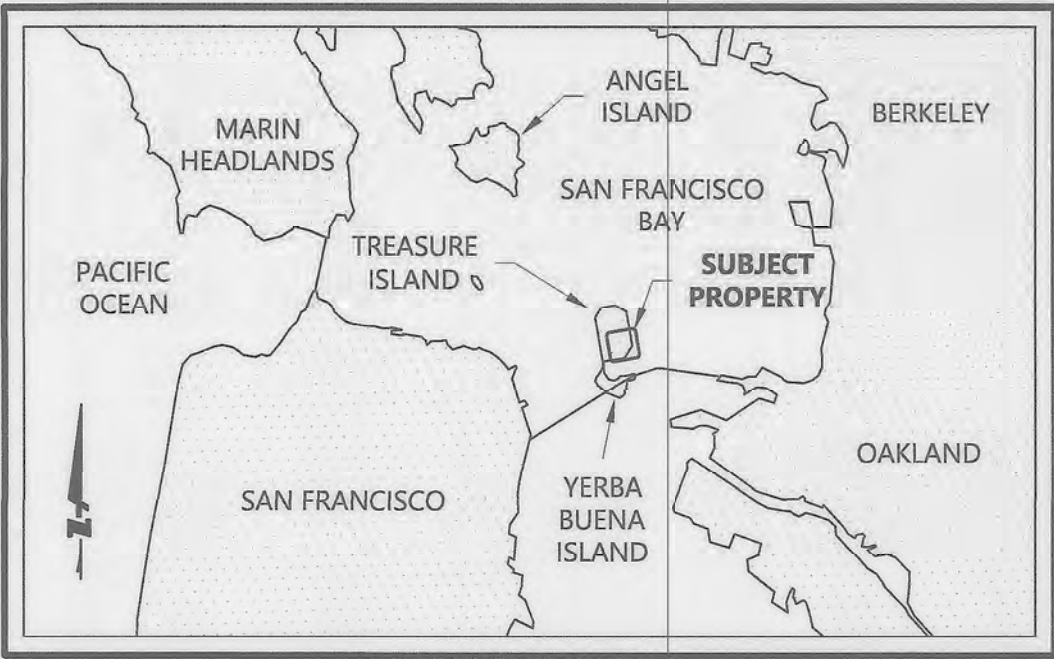
APPROVED AS TO FORM

DAVID CHIU, CITY ATTORNEY

BY: [Signature]  
DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

NOTE

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383.



VICINITY MAP  
NOT TO SCALE

SHEET LAYOUT

- 1) STATEMENTS AND SIGNATURES
- 2) STATEMENTS AND SIGNATURES
- 3) LOT INFORMATION TABLE
- 4) CONDITIONS OF SUBDIVISION
- 5) CONTROLLING MONUMENTATION AND TIES TO SUBDIVISION BOUNDARY
- 6) SUBDIVISION BOUNDARY BREAKDOWN
- 7) SUBDIVISION BOUNDARY BREAKDOWN
- 8) SUBDIVISION BOUNDARY BREAKDOWN
- 9) AT&T EASEMENT DETAIL
- 10) PG&E EASEMENT DETAIL
- 11) EASEMENT DEPICTION

BOARD OF SUPERVISORS APPROVAL

ON \_\_\_\_\_, 2025, 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. \_\_\_\_\_.

TAX STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

APPROVALS

THIS MAP IS APPROVED THIS 4th DAY OF December, 2025.

BY ORDER NO. 212407

BY: [Signature] DATE: 12/4/2025

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

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 OWNERS LISTED HEREIN, IN SEPTEMBER 2019. 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 WITHIN TWO YEARS OF THE CITY ENGINEER'S DETERMINATION THAT THE CONSTRUCTION OF PAVEMENT HAS BEEN COMPLETED, 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: 7.29.25  
DAVIS THRESH, PLS 6868



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.

ELIAS WINSLOW FRENCH, PLS 9406  
CITY AND COUNTY SURVEYOR  
CITY AND COUNTY OF SAN FRANCISCO



BY: [Signature] DATE: 12-3-2025

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 \_\_\_\_\_, 2025, APPROVED THIS MAP ENTITLED "FINAL MAP NO. 10347", COMPRISED OF ELEVEN (11) SHEETS.

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

FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES  
CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

BKF  
JULY 2025  
255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com

SHEET 1 OF 11



OWNER'S STATEMENT

THE UNDERSIGNED OWNER HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 10347 COMPRISED OF ELEVEN (11) SHEETS. BY OUR SIGNATURES HERETO WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

OWNER: TREASURE ISLAND SERIES 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Christopher Meany  
PRINTED NAME: Christopher Meany  
TITLE: Authorized Signatory  
DATE: September 29, 2025

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 September 29, 2025, BEFORE ME Renee Adams, A NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Renee Adams  
NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2467041  
MY COMMISSION EXPIRES: October 21, 2027  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

TRUSTEE'S STATEMENT

THE UNDERSIGNED TRUSTEE HAVING RECORD TITLE INTEREST IN THE DEED OF TRUST RECORDED OCTOBER 24, 2019, AS DOCUMENT NO. 2019-K847649 OF OFFICIAL RECORDS, AS AMENDED BY A FIRST AMENDMENT DOCUMENT RECORDED DECEMBER 31, 2020 AS DOCUMENT NO. 2020079902 OF OFFICIAL RECORDS, AND FURTHER AMENDED BY A SECOND AMENDMENT DOCUMENT RECORDED MAY 5, 2025 AS DOCUMENT NO. 2025033701 OF OFFICIAL RECORDS, NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP TITLED FINAL MAP NO. 10347, COMPRISED OF ELEVEN (11) SHEETS, BY OUR SIGNATURES WE CONSENT TO THE PREPARATION AND FILING AS SHOWN.

TRUSTEE: FIRST AMERICAN TITLE COMPANY

BY: Domenico Ginocchio  
PRINTED NAME: Domenico Ginocchio  
TITLE: VP, California Operations Manager  
DATE: 08-18-2025 09-18-2025

TRUSTEES'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 Aug. 18, 2025, BEFORE ME J. Fulop, A NOTARY PUBLIC,

PERSONALLY APPEARED Domenico Ginocchio 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: J. Fulop  
NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2465178  
MY COMMISSION EXPIRES: Oct 2, 2027  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Alameda

TRUSTEE'S STATEMENT

THE UNDERSIGNED TRUSTEE HAVING RECORD TITLE INTEREST IN THE DEED OF TRUST RECORDED MAY 5, 2025, AS DOCUMENT NO. 2025033702 OF OFFICIAL RECORDS, NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP TITLED FINAL MAP NO. 10347, COMPRISED OF ELEVEN (11) SHEETS, BY OUR SIGNATURES WE CONSENT TO THE PREPARATION AND FILING AS SHOWN.

TRUSTEE: FIRST AMERICAN TITLE COMPANY

BY: Domenico Ginocchio  
PRINTED NAME: Domenico Ginocchio  
TITLE: VP, California Operations Manager  
DATE: 08-18-2025

TRUSTEES'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 Aug. 18, 2025, BEFORE ME J. Fulop, A NOTARY PUBLIC,

PERSONALLY APPEARED Domenico Ginocchio 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: J. Fulop  
NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2465178  
MY COMMISSION EXPIRES: Oct 2, 2027  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Alameda

OWNER'S STATEMENT

THE UNDERSIGNED OWNER HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 10347 COMPRISED OF ELEVEN (11) SHEETS. BY OUR SIGNATURES HERETO WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

OWNER: TREASURE ISLAND SERIES 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Christopher Meany  
PRINTED NAME: Christopher Meany  
TITLE: Authorized Signatory  
DATE: September 29, 2025

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 September 29, 2025, BEFORE ME Renee Adams, A NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Renee Adams  
NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2467041  
MY COMMISSION EXPIRES: October 21, 2027  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

TRUSTEE'S STATEMENT

THE UNDERSIGNED TRUSTEE HAVING RECORD TITLE INTEREST IN THE DEED OF TRUST RECORDED MAY 5, 2025, AS DOCUMENT NO. 2025033704 OF OFFICIAL RECORDS, NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP TITLED FINAL MAP NO. 10347, COMPRISED OF ELEVEN (11) SHEETS, BY OUR SIGNATURES WE CONSENT TO THE PREPARATION AND FILING AS SHOWN.

TRUSTEE: FIRST AMERICAN TITLE COMPANY

BY: Domenico Ginocchio  
PRINTED NAME: Domenico Ginocchio  
TITLE: VP, California Operations Manager  
DATE: 08-18-2025

TRUSTEES'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE 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 Aug. 18, 2025, BEFORE ME J. Fulop, A NOTARY PUBLIC,

PERSONALLY APPEARED Domenico Ginocchio 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: J. Fulop  
NOTARY PUBLIC, STATE OF CALIFORNIA COMMISSION NO.: 2465178  
MY COMMISSION EXPIRES: Oct 2, 2027  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Alameda

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT

TIDA AND TI S2 (SEE SHEET THREE (3) FOR ABBREVIATIONS) AND THE CITY AND COUNTY OF SAN FRANCISCO HAVE NEGOTIATED A PUBLIC IMPROVEMENT AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462(a)(1) AND THE TREASURE ISLAND AND YERBA BUENA ISLAND SUBDIVISION CODE AND PRESENTED IT TO THE BOARD OF SUPERVISORS WITH THIS MAP.

BY: Carla Short DATE: December 4, 2025

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

FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1.154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES  
CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

BKF  
JULY 2025  
255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com

SHEET 2 OF 11



LOT INFORMATION TABLE										
LOT NO.	FORMER APN	NEW APN	NO. OF RESIDENTIAL CONDOMINIUM UNITS	APN NOS	NO. OF COMMERCIAL CONDOMINIUM UNITS	APN NOS	AREA (SQ.FT)	LAND USE	PUBLIC TRUST STATUS	OWNER
1	8937-002, 003	8937-004	0		0		49,533	RESIDENTIAL	NON-TRUST	TIDA
2	8934-001, 002, 005, 006	8934-037	0		0		198,784	MIXED USE	TRUST/NON-TRUST	TIDA/TI S2
3	8934-002, 003	8934-008	20	8934-009 THRU 028	8	8934-029 THRU 036	46,857	MIXED USE	NON-TRUST	TI S2
4	8935-001, 002	8935-003	39	8935-006 THRU 044	8	8935-045 THRU 052	19,255	MIXED USE	NON-TRUST	TI S3
5	8935-001, 002	8935-004	50	8935-053 THRU 102	8	8935-103 THRU 110	22,289	MIXED USE	NON-TRUST	TI S3
6	8931-001	8931-001	0		0		152,212	MIXED USE	TRUST	TIDA
7	8932-001	8932-001	43	8932-002 THRU 044	8	8932-045 THRU 053	24,397	MIXED USE	NON-TRUST	TI S2
8	8931-002	8931-002	13	8931-006 THRU 018	0		38,473	MIXED USE	NON-TRUST	TI S2
9	8933-003	8933-003	0		0		61,333	MIXED USE	NON-TRUST	TIDA
10	8933-001	8933-001	248	8933-005 THRU 252	8	8933-253 THRU 260	35,094	MIXED USE	NON-TRUST	TI S2
11	8930-001	8930-003	55	8930-009 THRU 063	8	8930-064 THRU 071	13,277	MIXED USE	NON-TRUST	TI S2
12	8930-001	8930-004	28	8930-072 THRU 099	8	8930-100 THRU 107	16,025	MIXED USE	NON-TRUST	TI S2
13	8930-001	8930-005	248	8930-108 THRU 355	8	8930-356 THRU 363	28,233	MIXED USE	NON-TRUST	TI S2
14	8930-002	8930-006	28	8930-364 THRU 391	8	8930-392 THRU 399	19,453	MIXED USE	NON-TRUST	TI S2
15	8930-002	8930-007	176	8930-400 THRU 575	8	8930-576 THRU 583	31,221	MIXED USE	NON-TRUST	TI S2
16	8930-002	8930-008	118	8930-584 THRU 701	8	8930-702 THRU 709	31,292	MIXED USE	NON-TRUST	TI S2
A	1939-154, 8945-003	1939-181	0		0		2,847	STREET	TRUST	TIDA
B	1939-133, 1939-134	1939-185	0		0		20,150	STREET	NON-TRUST	TIDA
C	8934-006, 007	8934-038	0		0		3,381	OPEN SPACE	TRUST	TIDA
D	1939-147, 163, 166	1939-189	0		0		39,795	STREET	TRUST/NON-TRUST	TIDA
E	1939-170	1939-170	0		0		25,504	STREET	TRUST	TIDA
F	1939-135, 8945-004	1939-200	0		0		15,105	STREET	TRUST	TIDA
G	1939-135, 8945-004	8945-010	0		0		20,010	OPEN SPACE	TRUST	TIDA
H	1939-127, 128, 174	1939-187	0		0		24,858	STREET	TRUST	TIDA
I	8934-001, 1939-132	1939-197	0		0		18,106	STREET	TRUST	TIDA
J	8934-004, 1939-138	1939-198	0		0		49,428	STREET	TRUST	TIDA
K	8934-004, 005	8934-039	0		0		27,343	OPEN SPACE	TRUST	TIDA
L	8934-005	8934-040	0		0		23,553	OPEN SPACE	TRUST	TIDA
M	1939-136, 8945-002	1939-193	0		0		26,750	STREET	TRUST	TIDA
N	1939-148, 149	1939-191	0		0		23,593	OPEN SPACE	TRUST	TIDA
O	1939-148	1939-192	0		0		9,937	OPEN SPACE	TRUST	TIDA
P	8931-003, 004	8931-005	0		0		9,484	OPEN SPACE	TRUST	TIDA
Q	1939-139, 8945-002	1939-194	0		0		30,754	STREET	TRUST	TIDA
R	8945-002	8945-009	0		0		66,169	OPEN SPACE	TRUST	TIDA
S	1939-137, 140	1939-184	0		0		24,480	STREET	NON-TRUST	TIDA
T	1939-141	1939-141	0		0		20,854	STREET	TRUST	TIDA
U	1939-142, 8945-002	1939-195	0		0		20,371	STREET	TRUST	TIDA
V	1939-143	1939-143	0		0		27,706	STREET	TRUST	TIDA
W	1939-145, 8945-002	1939-196	0		0		26,437	STREET	TRUST	TIDA
X	1939-137	1939-183	0		0		26,808	OPEN SPACE	NON-TRUST	TIDA
Y	1939-144	1939-144	0		0		23,499	STREET	NON-TRUST	TIDA
			1,066 TOTAL THIS PHASE		88 TOTAL THIS PHASE					
DESIGNATED REMAINDER LOTS (FTM 9837) FOR FUTURE PHASE										
21	8935-001	8935-005	N/A		N/A		30,952	MIXED USE	NON-TRUST	TI S3
D	1939-154	1939-182	N/A		N/A		12,953	FUTURE PUBLIC STREET	TRUST	TIDA
M	1939-163	1939-190	N/A		N/A		25,859	FUTURE PUBLIC STREET	NON-TRUST	TIDA
X	1939-174	1939-188	N/A		N/A		22,844	FUTURE PUBLIC STREET	TRUST	TIDA
AE	1939-133	1939-186	N/A		N/A		27,496	FUTURE PUBLIC STREET	NON-TRUST	TIDA
AG	1939-135	1939-199	N/A		N/A		512	FUTURE PUBLIC STREET	TRUST	TIDA
AT	8945-003	8945-008	N/A		N/A		151,882	OPEN SPACE	TRUST	TIDA

CONDOMINIUM NOTES:

- A. THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS.
- B. ALL INGRESS, EGRESS, PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.
- C. UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
- (i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
- (ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES
- D. IN THE EVENT THE AREAS IDENTIFIED IN (C)(ii) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, AND SUBJECT TO THE TERMS OF ANY APPLICABLE ENCROACHMENT PERMIT, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTION AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO THE IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY SUBJECT TO THE TERMS OF ANY APPLICABLE ENCROACHMENT PERMIT.
- E. APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDERS OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.
- F. BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER CLIPPER COVE AVENUE, INDIES PLACE, TRADE WINDS AVENUE, PEACEMAKERS STREET, BRAGHETTA LANE, MACKY LANE, AND PHILLIPS LANE ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).
- G. SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

PROPOSED ASSESSOR PARCEL NUMBERS

PROPOSED ASSESSOR PARCEL NUMBERS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE RELIED UPON FOR ANY OTHER PURPOSE.

OWNERSHIP ABBREVIATIONS

TIDA TREASURE ISLAND DEVELOPMENT AUTHORITY (TRUST/NON-TRUST)  
TI S2 TREASURE ISLAND SERIES 2 (NON-TRUST)  
TI S3 TREASURE ISLAND SERIES 3 (NON-TRUST)

FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES  
CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA



JULY 2025



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

THE LAND LIES WITHIN THE BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT, AS DISCLOSED BY A NOTICE RECORDED JULY 5, 1990 AS INSTRUMENT NO. E573343 OF OFFICIAL RECORDS.

RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION AND FISHERY.

THE TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS (INCLUDING EASEMENT PROVISIONS) OF THE ACT OF THE LEGISLATURE OF OCTOBER 12, 1997 (1997 CAL. STAT. CH. 898, PAGE 6444) AND AS SAME MAY BE AMENDED AND THE EFFECT OF ANY FAILURE TO COMPLY THEREWITH.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DISPOSITION AND DEVELOPMENT AGREEMENT, EXECUTED BY AND BETWEEN TREASURE ISLAND DEVELOPMENT AUTHORITY AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, RECORDED AUGUST 10, 2011, IN BOOK K457, PAGE 142 AS INSTRUMENT NO. 2011-J235239 OF OFFICIAL RECORDS.

SAID DOCUMENT INCLUDES A NOTICE OF FEDERAL FACILITY SITE REMEDIATION AGREEMENT.

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 5, 2015 AS INSTRUMENT NO. 2015-K153304 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REVERTER RELEASE (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED FEBRUARY 22, 2016 AS INSTRUMENT NO. 2016-K206337 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED JANUARY 22, 2018 AS INSTRUMENT NO. 2018-K569072 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823013 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REVERTER RELEASE (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823014 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (SERIES 2) (TREASURE ISLAND)" RECORDED NOVEMBER 18, 2020 AS INSTRUMENT NO. 2020052439 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND)" RECORDED JANUARY 24, 2022 AS INSTRUMENT NO. 2022007620 OF OFFICIAL RECORDS.
- THE TERMS AD PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REVERTER RELEASE (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED JANUARY 24, 2022 AS INSTRUMENT NO. 2022007621 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED SEPTEMBER 11, 2024 AS INSTRUMENT NO. 2024070297 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT" RECORDED MAY 5, 2025 AS INSTRUMENT NO. 2025033703 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT, EXECUTED BY AND BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, RECORDED AUGUST 10, 2011, IN BOOK K457, PAGE 143 AS INSTRUMENT NO. 2011-J235240 OF OFFICIAL RECORDS.

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823013 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (SERIES 2) (TREASURE ISLAND)" RECORDED NOVEMBER 18, 2020 AS INSTRUMENT NO. 2020052439 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT" RECORDED SEPTEMBER 11, 2024 AS INSTRUMENT NO. 2024070247 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT" RECORDED MAY 5, 2025 AS INSTRUMENT NO. 2025033703 OF OFFICIAL RECORDS.

AN EASEMENT FOR UNDERGROUND CONDUIT STRUCTURE FOR A SUBMARINE CABLE AND INCIDENTAL PURPOSES, RECORDED MAY 3, 1993 AS INSTRUMENT NO. F347788, REEL F870, IMAGE 718 OF OFFICIAL RECORDS.

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AMENDMENT TO GRANT OF EASEMENT FOR CONSTRUCTION AND INSTALLATION OF AN UNDERGROUND CONDUIT FOR SUBMARINE CABLE" , RECORDED DECEMBER 7, 2021 AS INSTRUMENT NO. 2021179693 OF OFFICIAL RECORDS.

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

COVENANTS, TERMS AND PROVISIONS AS CONTAINED IN THE ECONOMIC DEVELOPMENT CONVEYANCE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE TREASURE ISLAND DEVELOPMENT AUTHORITY FOR THE CONVEYANCE OF THE NAVAL STATION TREASURE ISLAND, AS DISCLOSED BY THE SHORT FORM NOTICE OF AGREEMENT RECORDED JULY 9, 2014 AS INSTRUMENT NO. 2014-J905758 OF OFFICIAL RECORDS, INCLUDING BUT NOT LIMITED TO THE RIGHT OF A PARTY THERETO TO EXERCISE ANY AND ALL OF THE REMEDIES FOR BREACH WHICH ARE PROVIDED THEREIN, AS WELL AS ANY OTHER REMEDIES TO WHICH THE PARTY IS ENTITLED AT LAW OR IN EQUITY.

- IN CONNECTION THEREWITH, THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED RELEASE OF AGREEMENT FOR VERTICAL DEVELOPMENT RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068763 OF OFFICIAL RECORDS.

A RESERVED EASEMENT FOR INGRESS AND EGRESS, UTILITIES, AND ACCESS FOR REMEDIAL ACTION OR CORRECTIVE ACTION IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE INITIAL CONVEYANCE TREASURE ISLAND AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068758 OF OFFICIAL RECORDS.

- A DOCUMENT ENTITLED "RELEASE OF LEAD BASED PAINT (LBP) RESTRICTIONS", RECORDED FEBRUARY 12, 2025, AS INSTRUMENT NO. 2025011561, OFFICIAL RECORDS.
- A DOCUMENT ENTITLED "RELEASE OF ASBESTOS CONTAINING MATERIALS (ACM) RESTRICTIONS", RECORDED FEBRUARY 12, 2025, AS INSTRUMENT NO. 2025011564, OFFICIAL RECORDS.

EASEMENTS FOR THE PURPOSES STATED BELOW AND INCIDENTAL PURPOSES, AS RESERVED BY TREASURE ISLAND DEVELOPMENT AUTHORITY IN THE DOCUMENT ENTITLED "QUITCLAIM DEED AND RESERVATION OF EASEMENTS" RECORDED NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-K154698 OF OFFICIAL RECORDS.

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIFTH MEMORANDUM MEMORIALIZING LOCATION OF RESERVED EASEMENTS ON TREASURE ISLAND AND YERBA BUENA ISLAND" RECORDED OCTOBER 10, 2024 AS INSTRUMENT NO. 2024077677 OF OFFICIAL RECORDS.

THE NOTICES, TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS (INCLUDING NOTICES OF THE EXISTENCE OF HAZARDOUS WASTE) CONTAINED IN THE "COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION SITE 21 INCLUDING A PORTION OF BUILDING 3 WITHIN FORMER NAVAL STATION, TREASURE ISLAND, SAN FRANCISCO, CALIFORNIA [SITE CODE: 202042]", RECORDED SEPTEMBER 20, 2016 AS INSTRUMENT NO. 2016-K331128 OF OFFICIAL RECORDS.

THE NOTICES, TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS (INCLUDING NOTICES OF THE EXISTENCE OF HAZARDOUS WASTE) CONTAINED IN THE "QUITCLAIM DEED FOR BUILDING 3 AND SITE 21 PARCEL NAVAL STATION TREASURE ISLAND AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", RECORDED SEPTEMBER 20, 2016 AS INSTRUMENT NO. 2016-K331130 OF OFFICIAL RECORDS.

- AN EASEMENT AS CONTAINED IN THE ABOVE DOCUMENT.  
FOR: INGRESS, EGRESS, UTILITIES, ACCESS FOR ENVIRONMENTAL INVESTIGATION, REMEDIAL ACTION OR CORRECTIVE ACTION AND INCIDENTAL PURPOSES.
- AN EASEMENT AS CONTAINED IN THE ABOVE DOCUMENT.  
FOR: INGRESS, EGRESS, UTILITIES, ACCESS FOR REMEDIAL ACTION OR CORRECTIVE ACTION AND INCIDENTAL PURPOSES.

THE FACT THAT THE UNITED STATES OF AMERICA RESERVED THE FEE TITLE TO THE UTILITY INFRASTRUCTURE LOCATED WITHIN THE KEY INFRASTRUCTURE EASEMENT AREAS IN SECTION III.A. OF THE "QUITCLAIM DEED FOR BUILDING 233 AND PARCELS UC-1 AND UC-2 NAVAL STATION TREASURE ISLAND AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471", AUGUST 11, 2017 AS INSTRUMENT NO. 2017-K493401 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TREASURE ISLAND PUBLIC IMPROVEMENT AGREEMENT" RECORDED SEPTEMBER 13, 2018 AS INSTRUMENT NO. 2018-K672370 OF OFFICIAL RECORDS.

EASEMENT FOR TEMPORARY ACCESS, RECORDED SEPTEMBER 4, 2019, AS INSTRUMENT NO. 2019-K823016 OF OFFICIAL RECORDS. SAID EASEMENT WAS MODIFIED BY THAT DOCUMENT ENTITLTD "FIRST AMENDMENT TO TEMPORARY ACCESS EASEMENT", RECORDED DECEMBER 31, 2020, AS INSTRUMENT NO. 2020-079900 OF OFFICIAL RECORDS.

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY ACCESS AND ENCROACHMENT EASEMENT (TREASURE ISLAND BUILDING 2 AND WINERY TENANTS)" RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823017 OF OFFICIAL RECORDS.

MATTERS IN A DOCUMENT ENTITLED "DECLARATION OF RESTRICTIONS EXISTING STRUCTURE - LOTS BG AND 29 - MAP NO. 9837", EXECUTED BY AND BETWEEN TREASURE ISLAND DEVELOPMENT AUTHORITY, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, AND TREASURE ISLAND SERIES 2, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED SEPTEMBER 4, 2019 AS INSTRUMENT NO. 2019-K823018 OF OFFICIAL RECORDS, INCLUDING BUT NOT LIMITED TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED THEREIN.

A RESERVATION OF EASEMENTS FOR UTILITY FACILITIES, INCLUDING STORM DRAINAGE INFRASTRUCTURE AND INCIDENTAL PURPOSES, RECORDED ON DECEMBER 10, 2020 AS INSTRUMENT NO. 2020065792 OF OFFICIAL RECORDS.

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

AN EASEMENT FOR PLACEMENT, MAINTENANCE, REPAIR AND OPERATION OF A BUILDING AND ASSOCIATED WATER, GAS, ELECTRIC, TELECOMMUNICATION AND FIRE SUPPRESSION FACILITIES, AND INCIDENTAL PURPOSES, RECORDED DECEMBER 31, 2020 AS INSTRUMENT NO. 2020079901 OF OFFICIAL RECORDS.

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY ACCESS AND ENCROACHMENT EASEMENT (TREASURE ISLAND BUILDING 3 AND SAILING CENTER)", RECORDED DECEMBER 31, 2020 AS INSTRUMENT NO. 2020079901 OF OFFICIAL RECORDS.

THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND AND OTHER PROPERTY, FILED MARCH 17, 2021, IN BOOK JJ, PAGES 50-52, INSTRUMENT NO. 2021047955 OF RECORD OF SURVEYS.

AN EASEMENT FOR GAS UTILITY FACILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2021 AS INSTRUMENT NO. 2021157217 OF OFFICIAL RECORDS.

AN EASEMENT FOR TEMPORARY GAS DISTRIBUTION UTILITY FACILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2021 AS INSTRUMENT NO. 2021157220 OF OFFICIAL RECORDS.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, RECORDED OCTOBER 21, 2021 AS INSTRUMENT NO. 2021-160605 OF OFFICIAL RECORDS.

RIGHTS OR INTERESTS RESERVED IN THE DOCUMENT ENTITLED, "STAGE 2 EASEMENT RELOCATION QUITCLAIM DEED" RECORDED DECEMBER 7, 2021 AS 2021-179694 OF OFFICIAL RECORDS.

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY ACCESS EASEMENT" RECORDED JANUARY 24, 2022 AS INSTRUMENT NO. 2022007623 OF OFFICIAL RECORDS.

THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT AGREEMENT (TEMPORARY EASEMENT - SANITARY SEWER MAIN)" RECORDED APRIL 2, 2025 AS INSTRUMENT NO. 2025024631 OF OFFICIAL RECORDS.

THE EFFECT OF A DOCUMENT ENTITLED "NOTICE OF SPECIAL RESTRICTIONS", RECORDED AUGUST 27, 2025 AS INSTRUMENT NO. 2025071886 OF OFFICIAL RECORDS.

FIELD SURVEY COMPLETION

THE FIELD SURVEY FOR THIS MAP WAS COMPLETED IN FEBRUARY, 2024. ALL PHYSICAL DETAILS INCLUDING FOUND CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

HORIZONTAL DATUM & REFERENCE SYSTEM

THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983: NAD83(2011) 2010.00 EPOCH REFERENCED BY THE SAN FRANCISCO HIGH PRECISION GNSS NETWORK (2013 CCSF-HPN). PLANE COORDINATES ARE BASED ON THE "CITY & COUNTY OF SAN FRANCISCO 2013 HIGH PRECISION NETWORK" COORDINATE SYSTEM (CCSF-CS13). THE CCSF-CS13 IS A LOW DISTORTION GRID PROJECTION DESIGNED FOR CCSF TO PROVIDE GROUND-PRECISION COORDINATES IN A LOW DISTORTION PLANE COORDINATE SYSTEM (COMBINED SCALE FACTOR = 1.00000275). (FOR FURTHER INFORMATION, SEE RECORD OF SURVEY NO. 8080, FILED FOR RECORD ON APRIL 4, 2014 IN BOOK EE OF SURVEY MAPS AT PAGES 147 THROUGH 157, INCLUSIVE, AS DOCUMENT NUMBER 2014-J860036, OFFICIAL RECORDS OF THE SAN FRANCISCO COUNTY RECORDER.)

NOTE REGARDING FUTURE DEDICATIONS OF EASEMENTS AND IMPROVEMENTS

REFER TO THE PUBLIC IMPROVEMENT AGREEMENT FOR THE SUBDIVISION DESCRIBED IN THIS FINAL MAP NO. 10347 AND RECORDED CONCURRENTLY HEREWITH REGARDING PROCEDURES FOR OWNERS' SUBSEQUENT OFFERS OF DEDICATIONS OF EASEMENTS AND IMPROVEMENTS.

FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES  
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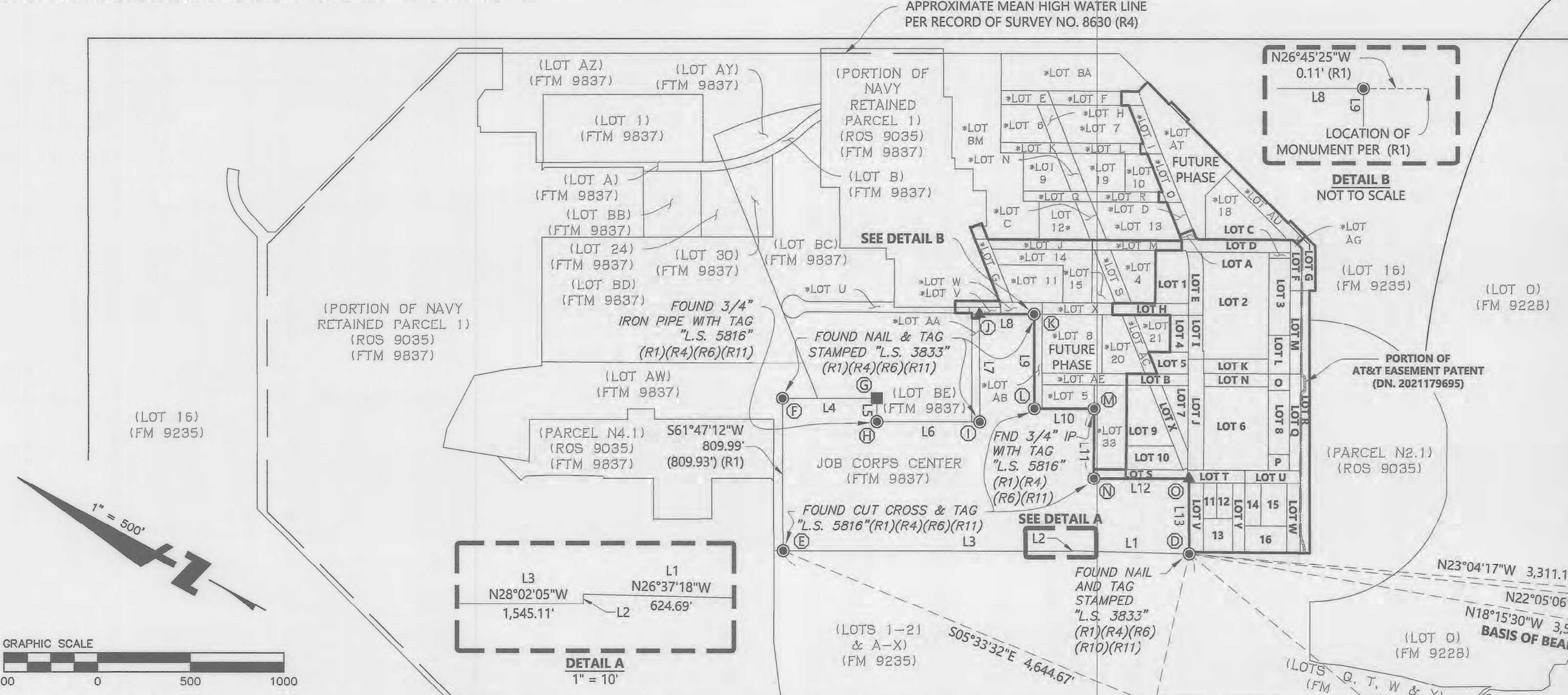
SHEET 4 OF 11

TREASURE ISLAND APN'S: 1939-127, 1939-128, 1939-132, 1939-133, 1939-134, 1939-135, 1939-136, 1939-137, 1939-138, 1939-139, 1939-140, 1939-141, 1939-142, 1939-143, 1939-144, 1939-145, 1939-147, 1939-148, 1939-149, 1939-154, 1939-163, 1939-166, 1939-170, 1939-174, 8930-001, 8930-002, 8931-001, 8931-002, 8931-003, 8931-004, 8932-001, 8933-001, 8933-003, 8934-001, 8934-002, 8934-003, 8934-004, 8934-005, 8934-006, 8934-007, 8935-001, 8935-002, 8937-002, 8937-003, 8945-002, 8945-003, 8945-004



BASIS OF BEARINGS

THE BEARING OF NORTH 18°15'30" WEST BETWEEN FOUND MONUMENTS "CALTRANS" AND THE NAIL AND TAG STAMPED "L.S. 3833" AT THE SOUTHERLY PROPERTY CORNER OF THE "JOB 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 THE CITY AND COUNTY OF SAN FRANCISCO, WAS TAKEN AS THE BASIS OF BEARINGS OF THIS SURVEY.



RECORD REFERENCES

- RECORD OF SURVEY, FILED FOR RECORD ON JULY 15, 2003 IN BOOK AA OF MAPS AT PAGES 85 THROUGH 95, INCLUSIVE, AS DOCUMENT NUMBER 2003-H485964, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO. (TO OBTAIN RECORD BEARINGS SHOWN ON SAID RECORD OF SURVEY, APPLY A CLOCKWISE ANGULAR ROTATION OF 01°11'38" TO THE BEARINGS SHOWN HEREON. MEASURED DIMENSIONS SHOWN ARE IN GROUND UNITS. TO OBTAIN GRID DISTANCES PER SAID MAP MULTIPLY DISTANCES SHOWN HEREON BY: 0.99992974. SEE SAID RECORD OF SURVEY FOR SCALE FACTOR AND ADDITIONAL INFORMATION.)
- RECORD OF SURVEY NO. 6422, FILED FOR RECORD ON FEBRUARY 8, 2012 IN BOOK DD OF SURVEY MAPS AT PAGES 191 THROUGH 195, INCLUSIVE, AS DOCUMENT NUMBER 2012-J350707, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 8080, FILED FOR RECORD ON APRIL 4, 2014 IN BOOK EE OF SURVEY MAPS AT PAGES 147 THROUGH 157, INCLUSIVE, AS DOCUMENT NUMBER 2014-J860036, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 8630, FILED FOR RECORD ON MAY 29, 2015 IN BOOK FF OF SURVEY MAPS AT PAGES 62 THROUGH 78, INCLUSIVE, AS DOCUMENT NUMBER 2015-K068760, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 8433, FILED FOR RECORD ON NOVEMBER 10, 2015 IN BOOK FF OF SURVEY MAPS AT PAGES 149 THROUGH 151, INCLUSIVE, AS DOCUMENT NUMBER 2015-K154701, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 8639, FILED FOR RECORD ON NOVEMBER 10, 2015 IN BOOK FF OF SURVEY MAPS AT PAGES 152 THROUGH 173, INCLUSIVE, AS DOCUMENT NUMBER 2015-K154702, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- FINAL MAP NO. 9235, FILED FOR RECORD ON SEPTEMBER 13, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 170 THROUGH 179, INCLUSIVE, AS DOCUMENT NUMBER 2018-K672373, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, INCLUSIVE, AS DOCUMENT NUMBER 2019-K797065, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 RECORDED ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020-009823, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 11784, FILED FOR RECORD ON APRIL 9, 2025 IN BOOK JK OF SURVEY MAPS AT PAGES 200 THROUGH 206, INCLUSIVE, AS DOCUMENT NUMBER 2025026215, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO
- RECORD OF SURVEY NO. 10104, FILED FOR RECORD ON MARCH 17, 2021 IN BOOK JJ OF SURVEY MAPS AT PAGES 50 THROUGH 52, INCLUSIVE, AS DOCUMENT NUMBER 2021047955, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO

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
N	NORTHING
NAD83	NORTH AMERICAN DATUM OF 1983
NO.	NUMBER
O.R.	OFFICIAL RECORDS
PLS	PROFESSIONAL LAND SURVEYOR
(R#)	DENOTES RECORD REFERENCE
ROS	RECORD OF SURVEY
SFNF	SEARCHED FOR, NOT FOUND
USC&GS	UNITED STATES COAST AND GEODETIC SURVEY

LEGEND:

- ▲ FOUND NAIL AND TAG STAMPED "L.S. 5816" (R1)(R11)
- FOUND REBAR AND CAP "L.S. 3833" (R1)(R11)
- FOUND MONUMENT AS NOTED (R1 UNLESS OTHERWISE NOTED)
- LOT LINE
- - - APPROXIMATE MEAN HIGH WATER LINE
- EASEMENT LINE
- - - SUBDIVISION BOUNDARY LINE
- - - TIE LINE

FINAL TRANSFER MAP NO. 9837 LOT NOTE:

LOTS SHOWN AS "LOT" ARE PER FINAL TRANSFER MAP NO 9837 (R8). LOTS 21, D, M, X, AE, AG AND AT ARE DESIGNATED REMAINDERS. SEE SHEETS 6-8.

SURVEYOR'S NOTES:

- THE PURPOSE OF THIS SHEET IS TO SHOW THE LOCATION AND TIES BETWEEN AND TO THE CONTROLLING MONUMENTS FOR THE SUBJECT BOUNDARY. SEE SHEETS 6 THROUGH 8 FOR THE COMPLETE BREAKDOWN OF THE SUBJECT PROPERTY BOUNDARIES.
- "NAVY 1932" WAS FOUND IN NOVEMBER, 2017 AND WAS DESTROYED BY CONSTRUCTION ACTIVITIES IN AUGUST, 2020.

MONUMENT IDENTIFICATION TABLE

LABEL	MONUMENT ID (MID)
A	30007
B	29428
C	30000
D	29429
E	29437
F	29443
G	29442
H	29441
I	29440
J	29432
K	29439
L	29436
M	29434
N	29435
O	29431
P	20788
Q	57086

LINE TABLE

LINE NO.	DIRECTION	LENGTH	LENGTH (R1)
L1	S26°37'18"E	624.69'	(624.64')
L2	N61°57'55"E	2.05'	(2.05')
L3	S28°02'05"E	1,545.11'	(1,545.00')
L4	N28°02'05"W	504.06'	(504.02')
L5	N61°57'55"E	124.51'	(124.50')
L6	N28°02'05"W	549.69'	(549.65')
L7	S62°00'02"W	576.34'	(576.30')
L8	N27°59'23"W	292.22'	(292.20')
L9	N62°02'57"E	506.24'	(506.20')
L10	N28°02'05"W	318.79'	(318.77')
L11	N62°03'12"E	370.53'	(370.50')
L12	N28°02'05"W	508.79'	(508.75')
L13	N62°01'52"E	398.18'	(398.15')

FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 202009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES

CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

1" = 500'

JULY 2025

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SHEET 5 OF 11



ABBREVIATIONS:

APN  
DN.  
FM  
O.R.  
PAT.  
  
POR.  
MID  
(R)  
(R#)  
ROS  
SQ. FT.

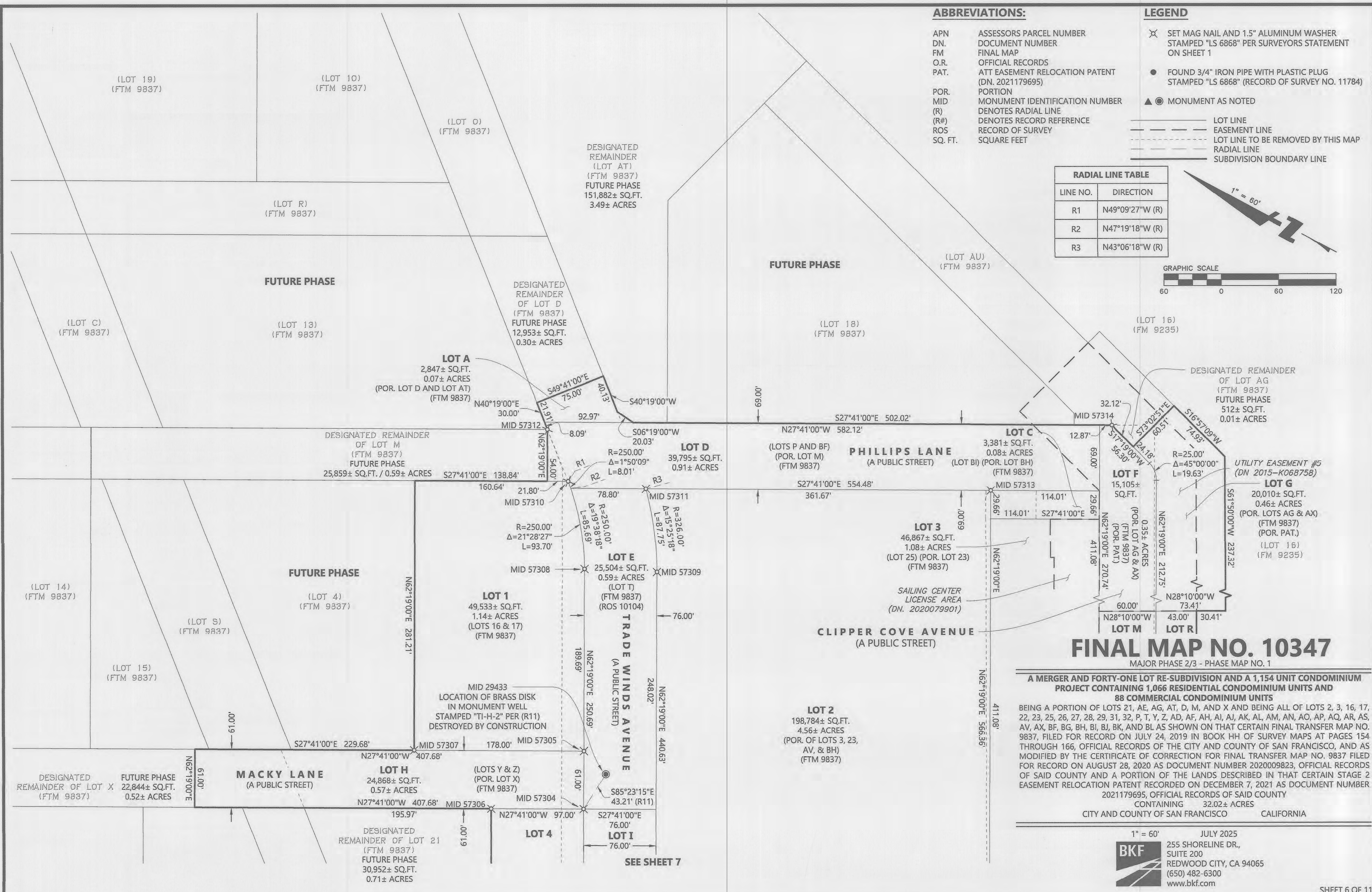
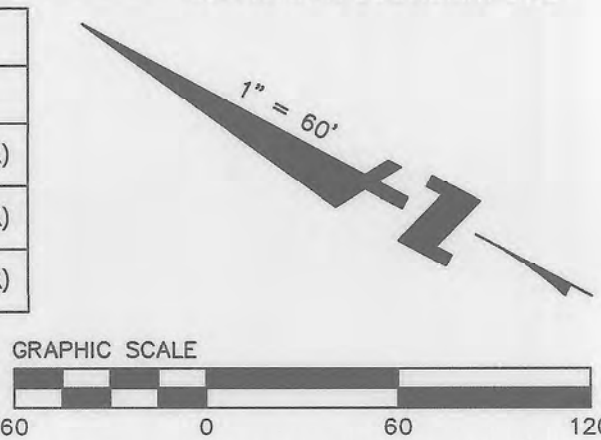
ASSESSORS PARCEL NUMBER  
DOCUMENT NUMBER  
FINAL MAP  
OFFICIAL RECORDS  
ATT EASEMENT RELOCATION PATENT  
(DN. 2021179695)  
PORTION  
MONUMENT IDENTIFICATION NUMBER  
DENOTES RADIAL LINE  
DENOTES RECORD REFERENCE  
RECORD OF SURVEY  
SQUARE FEET

LEGEND

- ✕ SET MAG NAIL AND 1.5" ALUMINUM WASHER  
STAMPED "LS 6868" PER SURVEYORS STATEMENT  
ON SHEET 1
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG  
STAMPED "LS 6868" (RECORD OF SURVEY NO. 11784)
- ▲ ● MONUMENT AS NOTED

— LOT LINE  
— EASEMENT LINE  
- - - LOT LINE TO BE REMOVED BY THIS MAP  
- - - RADIAL LINE  
- - - SUBDIVISION BOUNDARY LINE

RADIAL LINE TABLE	
LINE NO.	DIRECTION
R1	N49°09'27"W (R)
R2	N47°19'18"W (R)
R3	N43°06'18"W (R)



FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM  
PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND  
88 COMMERCIAL CONDOMINIUM UNITS

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AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO.  
9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154  
THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS  
MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED  
FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS  
OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2  
EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER  
2021179695, OFFICIAL RECORDS OF SAID COUNTY

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CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

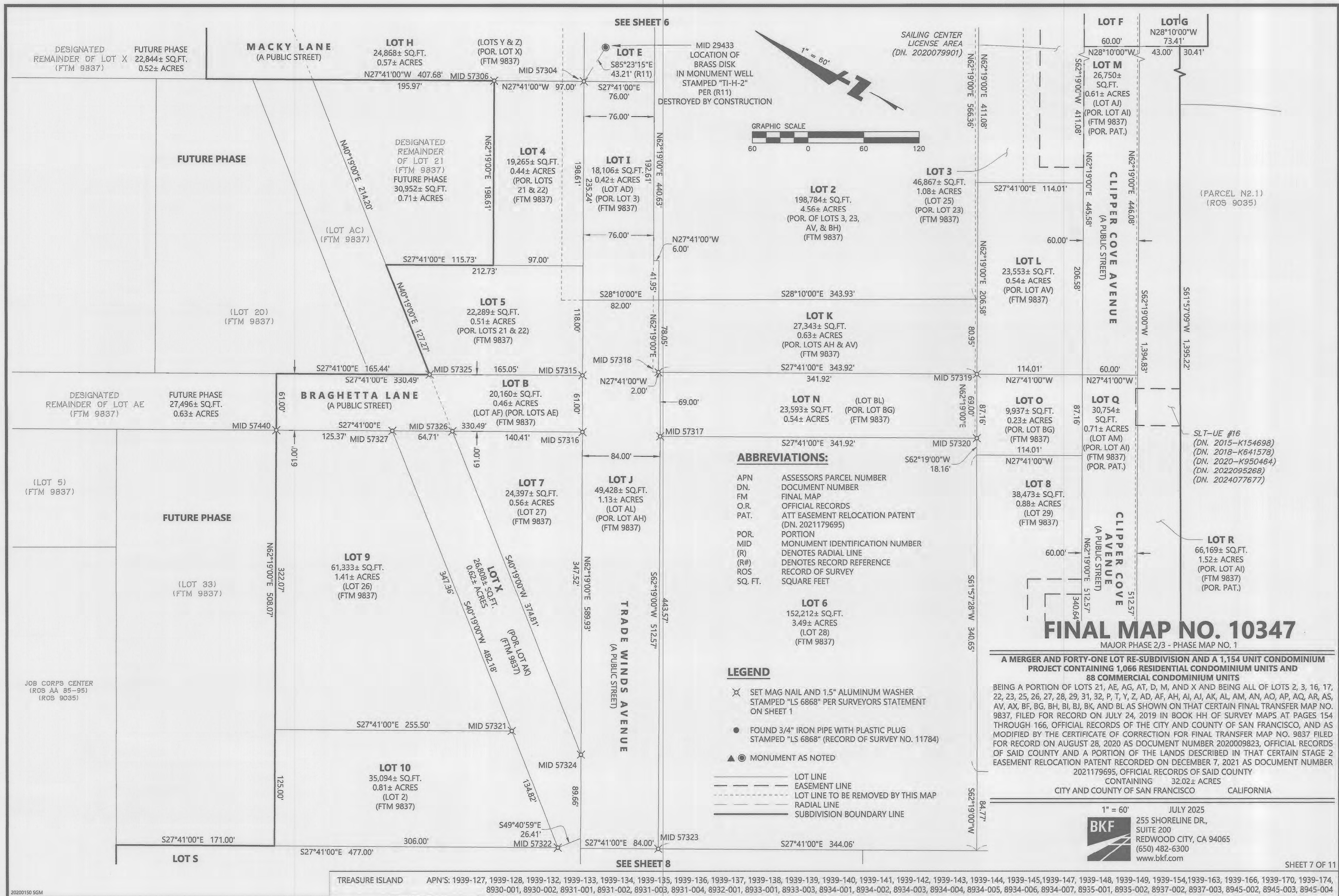
1" = 60'

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SHEET 6 OF 11





**ABBREVIATIONS:**

APN	ASSESSORS PARCEL NUMBER
DN	DOCUMENT NUMBER
FM	FINAL MAP
O.R.	OFFICIAL RECORDS
PAT.	ATT EASEMENT RELOCATION PATENT (DN. 2021179695)
POR.	PORTION
MID	MONUMENT IDENTIFICATION NUMBER
(R)	DENOTES RADIAL LINE
(R#)	DENOTES RECORD REFERENCE
ROS	RECORD OF SURVEY
SQ. FT.	SQUARE FEET

- LEGEND**
- SET MAG NAIL AND 1.5" ALUMINUM WASHER STAMPED "LS 6868" PER SURVEYORS STATEMENT ON SHEET 1
  - FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 6868" (RECORD OF SURVEY NO. 11784)
  - MONUMENT AS NOTED
  - LOT LINE
  - EASEMENT LINE
  - LOT LINE TO BE REMOVED BY THIS MAP
  - RADIAL LINE
  - SUBDIVISION BOUNDARY LINE

**A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS**

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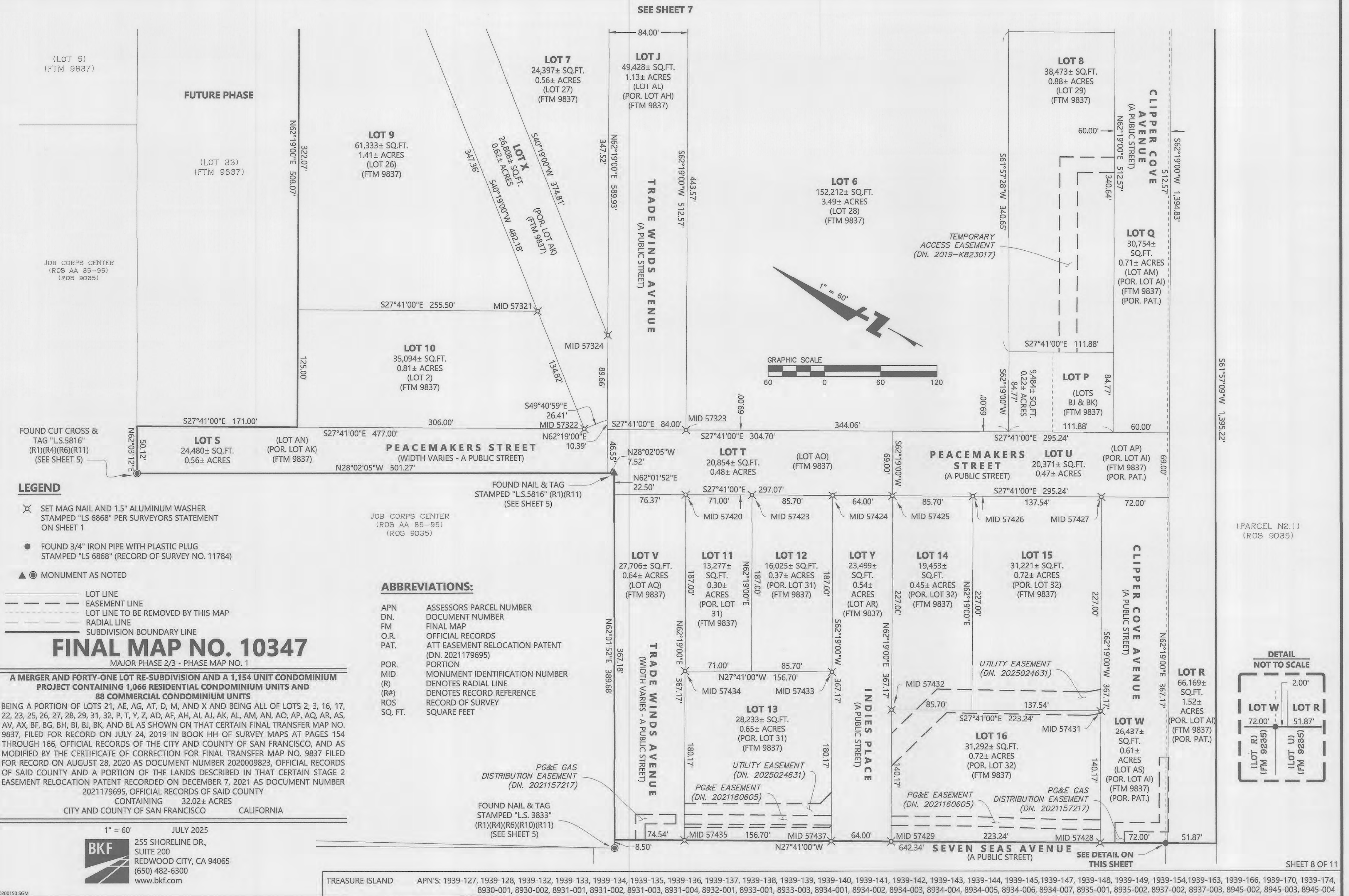
CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

1" = 60' JULY 2025

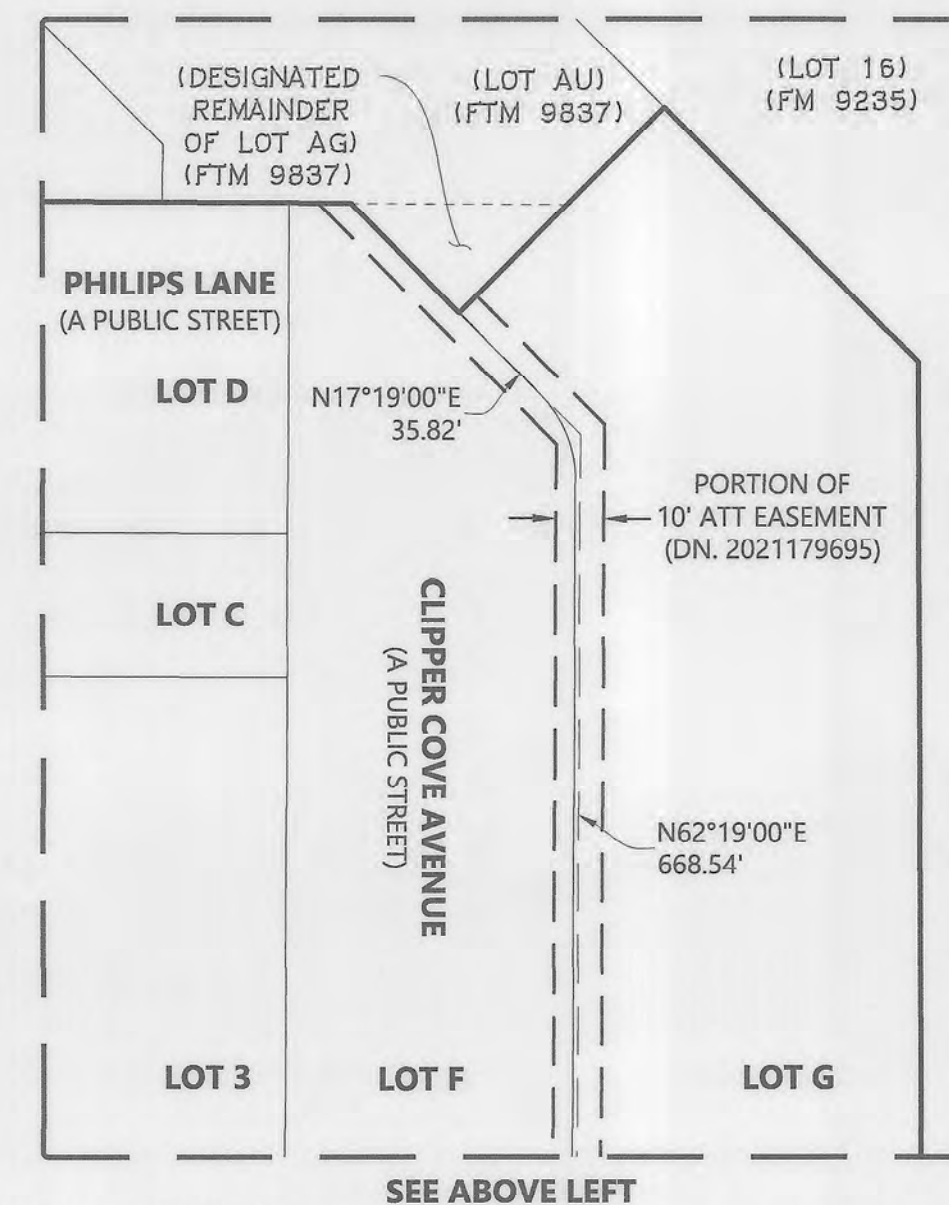
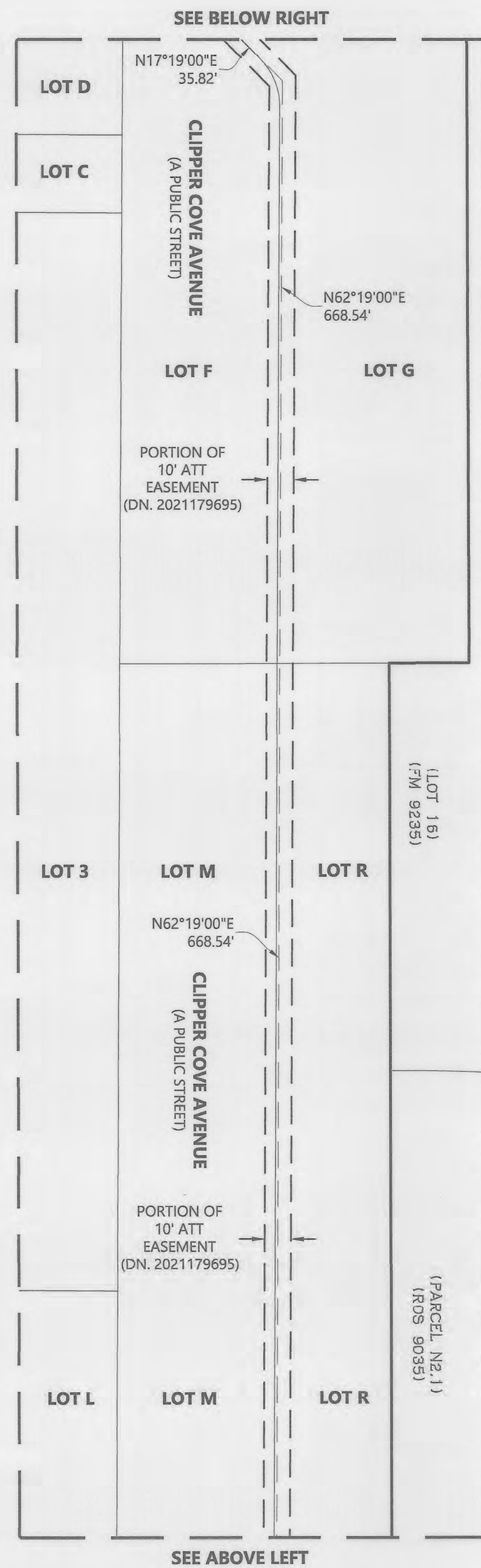
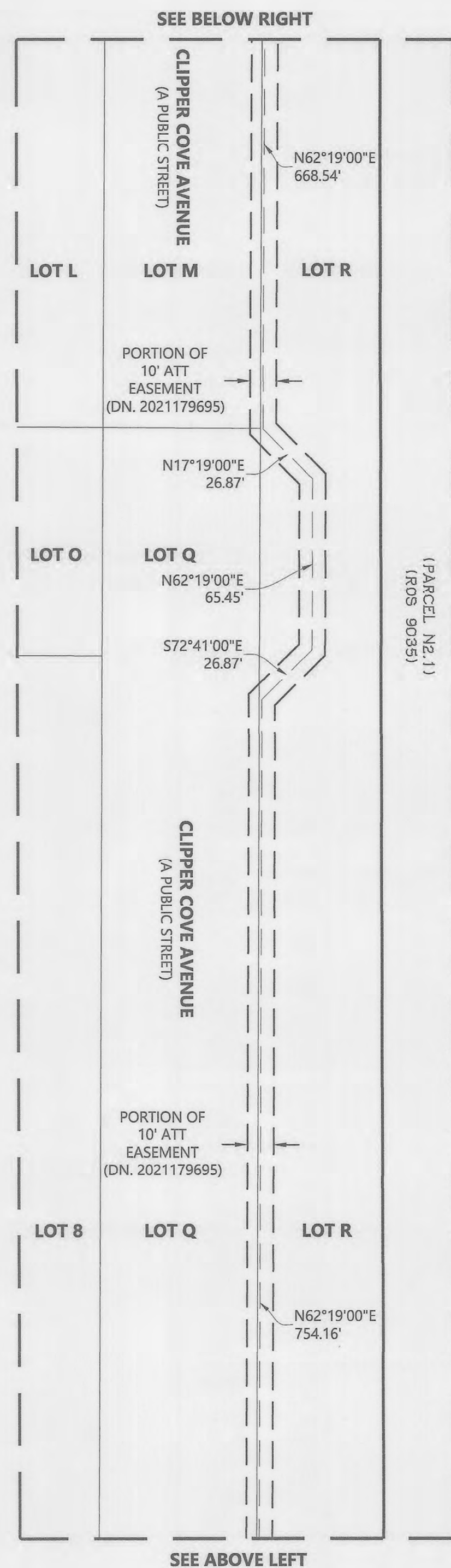
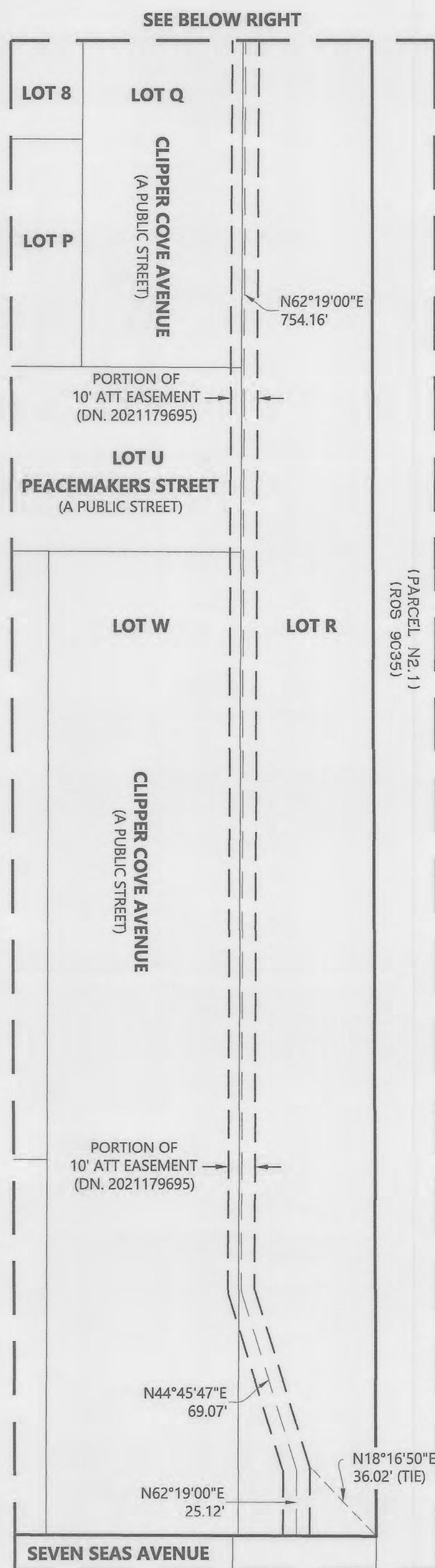
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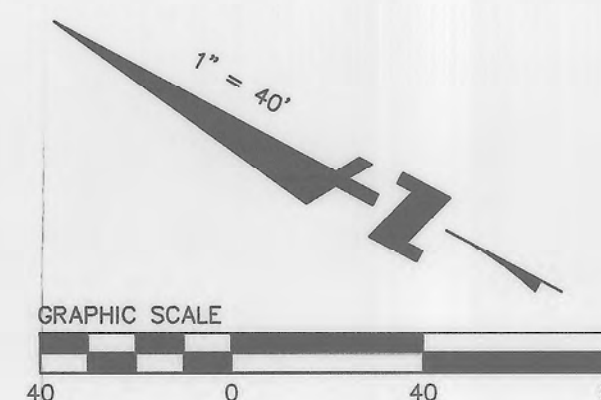






# LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- EASEMENT CENTERLINE
- DN.  
FM  
ROS
- DOCUMENT NUMBER
- FINAL MAP  
RECORD OF SURVEY



## FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS

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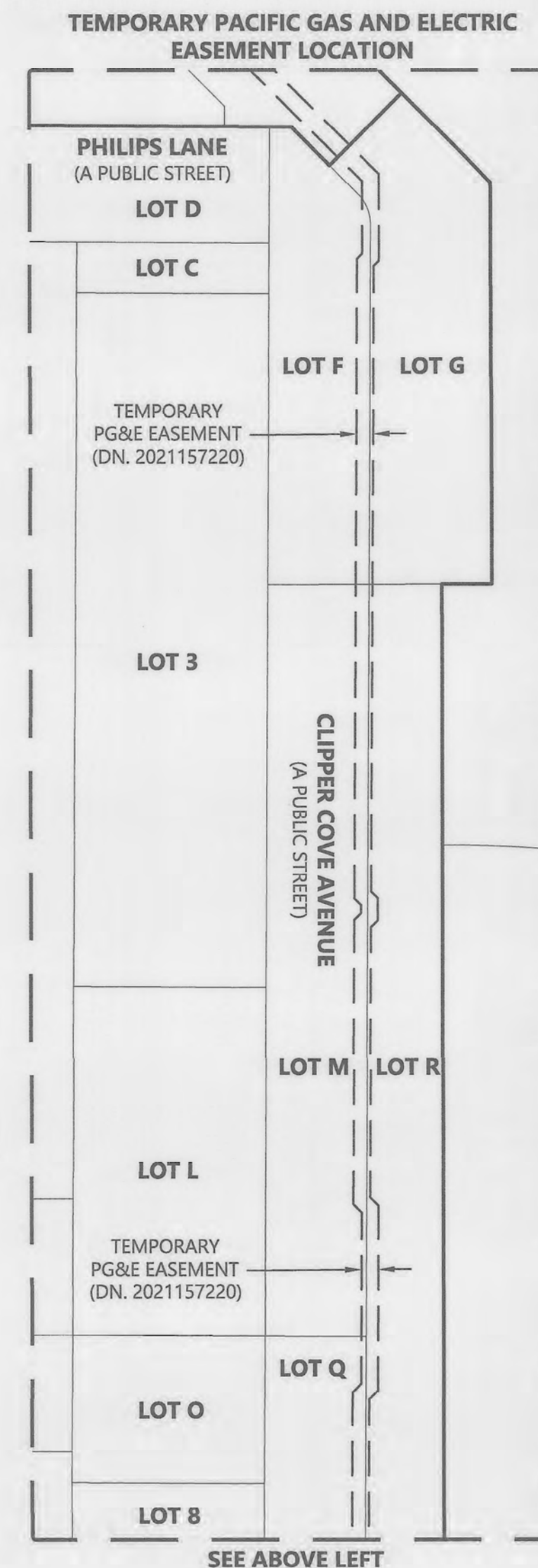
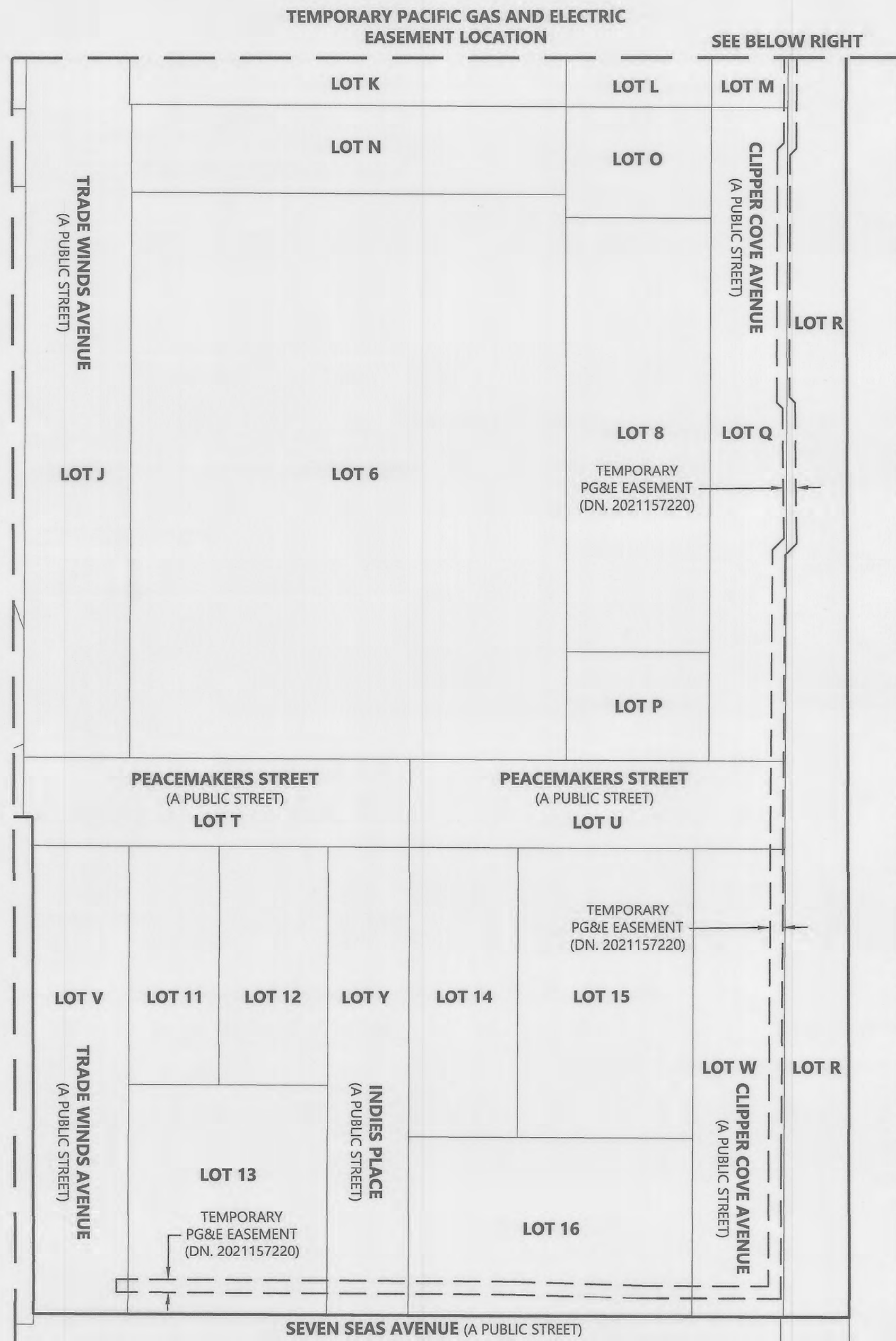
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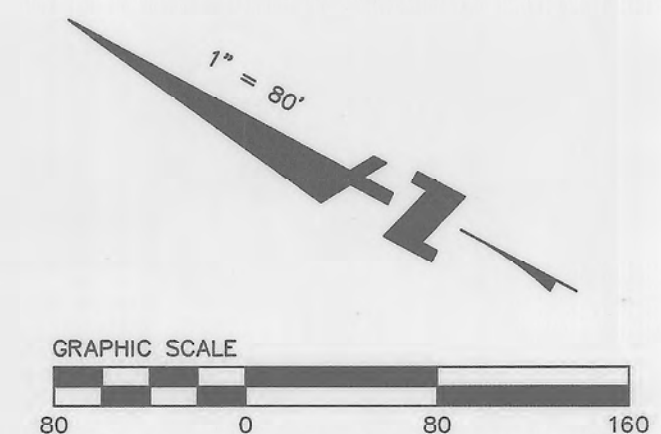
TREASURE ISLAND APN'S: 1939-127, 1939-128, 1939-132, 1939-133, 1939-134, 1939-135, 1939-136, 1939-137, 1939-138, 1939-139, 1939-140, 1939-141, 1939-142, 1939-143, 1939-144, 1939-145, 1939-147, 1939-148, 1939-149, 1939-154, 1939-163, 1939-166, 1939-170, 1939-174, 8930-001, 8930-002, 8931-001, 8931-002, 8931-003, 8931-004, 8932-001, 8933-001, 8933-003, 8934-001, 8934-002, 8934-003, 8934-004, 8934-005, 8934-006, 8934-007, 8935-001, 8935-002, 8937-002, 8937-003, 8945-002, 8945-003, 8945-004





**LEGEND**

— SUBDIVISION BOUNDARY LINE  
 — LOT LINE  
 - - - EASEMENT LINE  
 DN. DOCUMENT NUMBER  
 PG&E PACIFIC GAS AND ELECTRIC



# FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

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CONTAINING 32.02± ACRES  
 CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

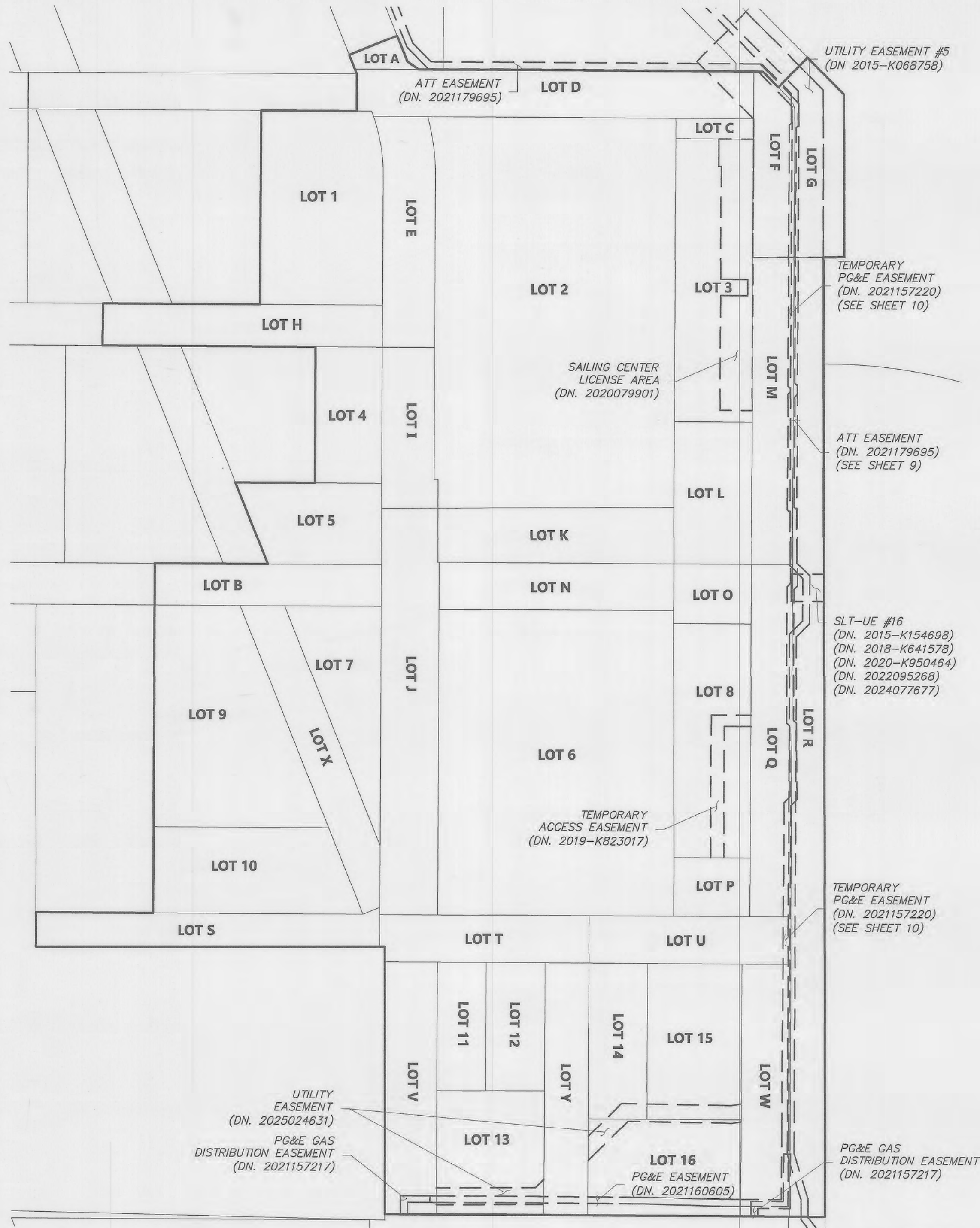
1" = 40' JULY 2025  
**BKF** 255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
 (650) 482-6300  
 www.bkf.com

SHEET 10 OF 11

TREASURE ISLAND

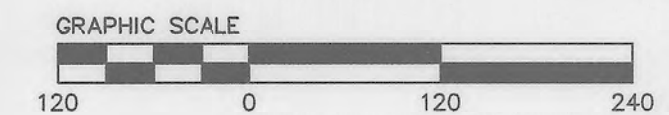
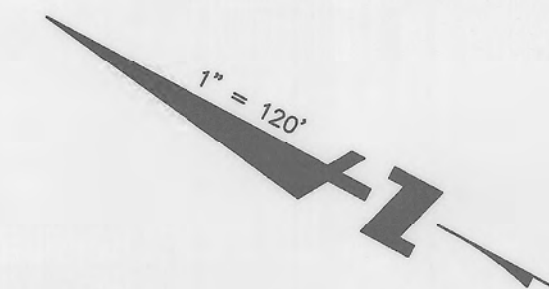
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# LEGEND

- EASEMENT LINE
- LOT LINE
- SUBDIVISION BOUNDARY LINE



## FINAL MAP NO. 10347

MAJOR PHASE 2/3 - PHASE MAP NO. 1

**A MERGER AND FORTY-ONE LOT RE-SUBDIVISION AND A 1,154 UNIT CONDOMINIUM PROJECT CONTAINING 1,066 RESIDENTIAL CONDOMINIUM UNITS AND 88 COMMERCIAL CONDOMINIUM UNITS**

BEING A PORTION OF LOTS 21, AE, AG, AT, D, M, AND X AND BEING ALL OF LOTS 2, 3, 16, 17, 22, 23, 25, 26, 27, 28, 29, 31, 32, P, T, Y, Z, AD, AF, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AV, AX, BF, BG, BH, BI, BJ, BK, AND BL AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837, FILED FOR RECORD ON JULY 24, 2019 IN BOOK HH OF SURVEY MAPS AT PAGES 154 THROUGH 166, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND AS MODIFIED BY THE CERTIFICATE OF CORRECTION FOR FINAL TRANSFER MAP NO. 9837 FILED FOR RECORD ON AUGUST 28, 2020 AS DOCUMENT NUMBER 2020009823, OFFICIAL RECORDS OF SAID COUNTY AND A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN STAGE 2 EASEMENT RELOCATION PATENT RECORDED ON DECEMBER 7, 2021 AS DOCUMENT NUMBER 2021179695, OFFICIAL RECORDS OF SAID COUNTY

CONTAINING 32.02± ACRES

CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

1" = 120' JULY 2025  
**BKF** 255 SHORELINE DR.,  
 SUITE 200  
 REDWOOD CITY, CA 94065  
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SHEET 11 OF 11

TREASURE ISLAND APN'S: 1939-127, 1939-128, 1939-132, 1939-133, 1939-134, 1939-135, 1939-136, 1939-137, 1939-138, 1939-139, 1939-140, 1939-141, 1939-142, 1939-143, 1939-144, 1939-145, 1939-147, 1939-148, 1939-149, 1939-154, 1939-163, 1939-166, 1939-170, 1939-174, 8930-001, 8930-002, 8931-001, 8931-002, 8931-003, 8931-004, 8932-001, 8933-001, 8933-003, 8934-001, 8934-002, 8934-003, 8934-004, 8934-005, 8934-006, 8934-007, 8935-001, 8935-002, 8937-002, 8937-003, 8945-002, 8945-003, 8945-004

**From:** [Mapping, Subdivision \(DPW\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [MARQUEZ, JENINE \(CAT\)](#); [SKELLEN, LAUREN \(CAT\)](#); [PETERSON, ERIN \(CAT\)](#); [Schneider, Ian \(DPW\)](#); [TOM, CHRISTOPHER \(CAT\)](#); [French, Elias \(DPW\)](#); [Anderson, Kate \(DPW\)](#); [MALAMUT, JOHN \(CAT\)](#); [Dehghani, Jessica \(DPW\)](#); [Olea, Cristina \(DPW\)](#); [Phan, Denny \(DPW\)](#); [Rems, Jacob \(DPW\)](#)  
**Subject:** Final Map No.10347 BOS Submittal Treasure Island  
**Date:** Monday, December 8, 2025 11:47:19 AM  
**Attachments:** [image001.png](#)  
[Order212407.docx.pdf](#)  
[10347 Motion 20251204.docx](#)  
[10347 SIGNED Motion 20251204.pdf](#)  
[10347 CONDITIONAL APPROVAL 20200512 .pdf](#)  
[PID 10347 Subdivision Findings.pdf](#)  
[Treasure Island MMRP\[1\].pdf](#)  
[10347 SIGNED MYLAR 20251205 .pdf](#)

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**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 December 16, 2025, meeting.

RE: Final Map Signature for Treasure Island, PID:10347

Regarding: BOS Approval for Final Map

APN: Multiple APN's

Project Type: A Merger and 41 Lot Re-Subdivision and a 1,154 Unit Condominium Project  
Containing 1,066 Residential Condominium Units and 88 Commercial Condominium Units

See attached documents:

- PDF of Signed DPW Order
- Word document of the Motion and Signed Motion
- DCP Conditional Approval & Conditions
- PDF of Signed Mylar

If you have any questions regarding this submittal, please feel free to contact Elias French by email at [elias.french@sfdpw.org](mailto:elias.french@sfdpw.org) or by phone at 628.271.2124.

Kind regards,



**Jessica Dehghani She/Her**

Administrative Analyst

San Francisco Public Works

Project Delivery Division | Bureau of Surveying and Mapping

49 South Van Ness Avenue, 9<sup>th</sup> Floor | San Francisco, CA 94103