

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

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

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

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

This FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT (TREASURE ISLAND - SUB-PHASE 1B, 1C & 1E IMPROVEMENTS) ("**First Amendment**") dated for reference purposes only as of \_\_\_\_\_, 2022, is entered into by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California ("**City**"), the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, ("**TIDA**") and TREASURE ISLAND SERIES 1, LLC, a California limited liability company, its successors and assigns ("**Subdivider**").

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

### AGREEMENT

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

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

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

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

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

Plaza, Marina Plaza and Clipper Cove Promenade 1, by the date that is three (3) years from the effective date of the First Amendment. The periods of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjustment project and subsequent projects.

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

One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity, defined below, regarding) the relevant portion of the TI Required Infrastructure, or, with respect to any specific claim of defects or deficiency in TI Required Infrastructure after such has been accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the TI Required Infrastructure in accordance with Section 8(a) 9(a) has been corrected or waived in writing by the Director; and

c. Section 3(a) – Security.

Prior to the Director executing this Agreement on behalf of the City and the City releasing the Final Map for recordation, or in the event additional security is required in connection with an amendment to this Agreement, then prior to the recordation of the amendment to this agreement, Subdivider shall furnish and deliver to the Director bonds, in favor of the City, substantially in the form attached as Exhibit F and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the TI Required Infrastructure as follows:

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

Offers of Dedication. The owners' statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, and easements by agreement, ~~and real property in fee simple.~~ In addition, the offers of dedication shall be made by separate instrument(s), including the offers of dedication for the Avenue of the Palms Improvements, which shall be made first by separate instrument(s) concurrent with the approval of the First Amendment and, at the time of filing of the Parcel Map, shall also be made on the face of Final Parcel Map No. 10711; and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law or as part of the Board of Supervisors'

initial approval of this Treasure Island/Yerba Buena Island project. The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the TI Required Infrastructure (or portion or component of the TI Required Infrastructure) in accordance with Subsection 6(a) of this Agreement, the Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Each shall also accept, conditionally accept, or reject offers of any portions of the TI Required Infrastructure that were not included in such previous offers of dedication.

e. Section 6(d) - Dedication.

In addition to accepting the TI Required Infrastructure, the City and TIDA shall dedicate the TI Required Infrastructure to public use and shall designate them improvements for their appropriate public uses pursuant to the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island and Yerba Buena Island, between the City and TIDA, dated April 26, 2017 and as may be amended from time to time. As contemplated by the Streets MOA, the parties responsible for the ownership, maintenance and regulation of the various components of the TI Required Infrastructure are in the Improvement Matrix appended hereto as Exhibit I. The parties agree and acknowledge that as to future facilities not included in the TI Required Infrastructure, the Improvement Matrix represents the parties present agreement but is not binding, and may be altered before inclusion in future Public Improvement Agreements.

3. New Sections.

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

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

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

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

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

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

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

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

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

4. Amended Exhibits.

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

5. New Exhibits.

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

6. Miscellaneous Provisions.

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

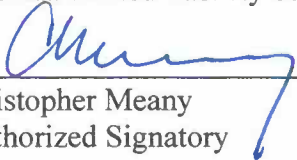


- g. Conflict between Original Agreement and First Amendment. In the event of any conflict between the provisions of this First Amendment and the Original Agreement, this First Amendment shall prevail.

[Signatures on next page.]

SUBDIVIDER

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

By:   
\_\_\_\_\_  
Christopher Meany  
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
By: Carla Short  
Its: Interim Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Austin Yang  
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY

\_\_\_\_\_  
By: Robert P. Beck  
Its: Treasure Island Director

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco)

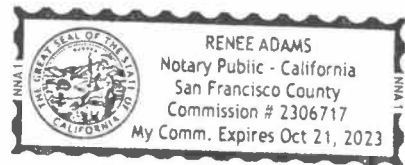
On August 1, 2022 before me, Renee Adams, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Renee Adams (Seal)



SUBDIVIDER

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

By: \_\_\_\_\_  
Christopher Meany  
Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

  
\_\_\_\_\_  
By: Carla Short  
Its: Interim Director of Public Works

APPROVED AS TO FORM:

DAVID CHIU  
CITY ATTORNEY

\_\_\_\_\_  
Austin Yang  
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY

  
\_\_\_\_\_  
By: Robert P. Beck  
Its: Treasure Island Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

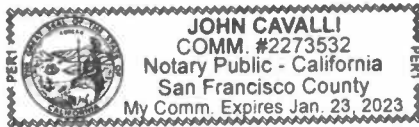
CIVIL CODE § 1189

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

State of California }  
County of San Francisco

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

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

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

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

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

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

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

**Attachment 1**

**(EXHIBIT A-1)**

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

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

Attachment 2

(EXHIBIT A-4)

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

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

**Attachment 3**

**(EXHIBIT B)**

**ESTIMATED COSTS**

Exhibit A-1 through A-4)	Description of Improvements	Estimated Costs
Exhibit A-1	Street Improvement Plans	\$63,876,000
Exhibit A-2	Pump Station Plans	*Security in the amount of \$9,237,075 was provided with the YBI PIA. No additional security for Exhibit A-2 is provided as part of this Agreement
Exhibit A-3	12kv Distribution System	\$5,755,000
Exhibit A-4	Park Improvements	\$32,960,248



**Attachment 4**

**(EXHIBIT I)**

**IMPROVEMENT MATRIX**

	Specific Improvement	General Description	Jurisdiction	Ownership Party	Party Responsible for Maintenance and Liability	Instrument for Maintenance Responsibility/Funding	Funding Source for Maintenance	Additional Notes
<p>General Notes:</p> <p>1) "N/A" in funding columns means that standard City sources will provide funding, with no special arrangements required.</p> <p>2) Developer will hold HOA responsibility at all times before Master HOA is formed.</p> <p>3) Where HOA is responsible for maintenance of City-owned improvements, MEP will give permission for such maintenance and set maintenance standards, bonding, etc.. These will be combined to the greatest extent possible into a single master permit. Where HOA owns improvements (other than sidewalks and street trees) in public ROW, MEP will allow private encroachment and additionally provide for maintenance. These may also be combined as convenient.</p>								
	<b>Real Property underlying Right of Way</b>	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.
<b>Improvements in Right of Way:</b>								
1.	Standard roadway(pavement, curb and gutter)	City standard roadway, including base paving, asphalt concrete wearing surface, curb and gutter (including street-facing curb and gutter on cycle track separator)	Public Works	City - Public Works	Public Works	N/A	N/A	<p>SFMTA will maintain striping and traffic control/parking signage.</p> <p><b>Stage 1:</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.</p> <p>In instances where streetlights are within 5' of curb ramps, HOA to be responsible for funding curb ramp repair only when caused by PUC maintenance of streetlight foundations. This obligation will be documented in the MEP.</p>
2.	Sidewalk Pedestrian Throughway	Standard concrete sidewalk throughway	Public Works	City - Public Works	Adjoining Property Owner ("APO"), per PWC sec. 706A	N/A	HOA Fees (CC&RS) or TIDA Funds	<ul style="list-style-type: none"> <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>

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

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

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

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

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

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



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

**Attachment 5**

**(EXHIBIT J)**

**MULTIPLE OBLIGEE RIDER FOR PARK IMPROVEMENTS SECURITY**

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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

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



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





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

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

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

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

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

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


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

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

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

State of California  
County of Los Angeles



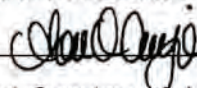
By:   
Daniel P. Aguilar, Vice President

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

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



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

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

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



  
Kio Lo, Assistant Secretary





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

## SURETY BOND SEAL ADDENDUM

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

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

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

Dated this 1<sup>st</sup> day of April 2020.

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



By: 

Frank Mester, Vice President

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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**



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





# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

By: 

Stephen M. Haney, Vice President





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

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K09344512 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12<sup>th</sup> day of **February, 2016**.

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

Treasure Island Series 1, LLC a Delaware limited liability company

(Principal)

DocuSigned by:

By:

*Sandy Goldberg*

E8B978E38A8C49A...

Sandy Goldberg

Vice President

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
ROBERT BECK

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
ROBERT BECK

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

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

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

This Rider shall be attached to and forms a part of Adequate Security Bond Nos.: K09345267 (hereinafter individually referred to as "Adequate Security Bond" issued by SURETY (hereinafter referred to as "Sureties"), as Sureties, on the 12<sup>th</sup> day of **February, 2016**.

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

DocuSigned by:  
By: Sandy Goldberg  
Sandy Goldberg  
Vice President

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

**Westchester Fire Insurance Company  
SURETY**

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







# Power of Attorney

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

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

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

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

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

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

Notarial Seal



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

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

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

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

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

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

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

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

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



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

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



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

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

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

Dated this 25th day of August, 2020.

WESTCHESTER FIRE INSURANCE COMPANY

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

Stephen M. Haney, Vice President





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

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

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:

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

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

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

Signed this 9<sup>th</sup> day of **September, 2021**.

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

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

**Treasure Island Development Authority**

(Primary Obligee)

DocuSigned by:  
*Robert Beck*  
By: \_\_\_\_\_  
15A862EA3FCC428...  
Robert Beck

Treasure Island Director

**American Contractors Indemnity Company  
SURETY**

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







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

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

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

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

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

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

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

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

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

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

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

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (seal)



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

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

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



  
Kio Lo, Assistant Secretary





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

## SURETY BOND SEAL ADDENDUM

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

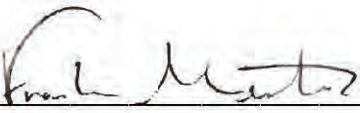
In response to the logistical issues associated with the Covid-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact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

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

Dated this 1<sup>st</sup> day of April 2020.

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



By:   
Frank Mester, Vice President



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

## SURETY BOND SEAL ADDENDUM

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

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

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

Dated this 1<sup>st</sup> day of April 2020.

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



By: 

Frank Mester, Vice President

**Certificate Of Completion**

Envelope Id: 3772835DD5804629BE4970077D0B05BB

Status: Completed

Subject: Please DocuSign: Treasure Island - Mult Obl Riders &amp; NEW Dog Park Bond

Source Envelope:

Document Pages: 40

Signatures: 29

Envelope Originator:

Certificate Pages: 5

Initials: 0

Melissa Lopez

AutoNav: Enabled

mlopez@performancebonding.com

Envelopeld Stamping: Enabled

IP Address: 12.69.208.28

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**Status: Original  
9/15/2021 11:09:25 AMHolder: Melissa Lopez  
mlopez@performancebonding.com

Location: DocuSign

**Signer Events**Erik Johansson  
EJohansson@performanceBonding.com  
President  
Performance Bonding  
Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
7C31B64EAA77415...**Timestamp**Sent: 9/15/2021 12:00:58 PM  
Viewed: 9/15/2021 12:44:13 PM  
Signed: 9/15/2021 12:44:40 PMSignature Adoption: Pre-selected Style  
Using IP Address: 12.69.208.28**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSignSandy Goldberg  
sandy.goldberg@lennar.com  
Vice President  
Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
EBB978E38A8C49A...Sent: 9/15/2021 12:44:45 PM  
Resent: 9/24/2021 12:55:32 PM  
Resent: 10/5/2021 2:34:00 PM  
Viewed: 10/5/2021 2:44:28 PM  
Signed: 10/5/2021 2:46:31 PMSignature Adoption: Pre-selected Style  
Using IP Address: 172.89.201.2  
Signed using mobile**Electronic Record and Signature Disclosure:**  
Accepted: 10/5/2021 2:44:28 PM  
ID: a8fae3f1-c065-4356-b0ba-d863090d1e76Robert Beck  
bob.beck@sfgov.org  
Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
15A862EA3FCC426...Sent: 10/5/2021 2:46:38 PM  
Resent: 11/18/2021 7:22:20 AM  
Viewed: 11/18/2021 10:56:12 AM  
Signed: 11/18/2021 11:00:18 AMSignature Adoption: Pre-selected Style  
Using IP Address: 96.74.105.101**Electronic Record and Signature Disclosure:**  
Accepted: 11/18/2021 10:56:12 AM  
ID: 41d5befd-6d1a-4dfe-bd65-b363cafd7cb7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp



Carbon Copy Events	Status	Timestamp
<p>Jing Ng Jing.Ng@tidgsf.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 9/15/2021 12:44:44 PM Viewed: 9/15/2021 12:53:45 PM</p>
<p>Laura Mask laura.mask@lennar.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 9/15/2021 12:44:45 PM</p>
<p>Gabriel Ross ross@smwlaw.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 10/5/2021 2:46:37 PM Viewed: 10/5/2021 4:56:41 PM</p>
<p>Jing Ng Jing.Ng@tidgsf.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 11/18/2021 11:00:23 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2021 12:00:58 PM
Certified Delivered	Security Checked	11/18/2021 10:56:12 AM
Signing Complete	Security Checked	11/18/2021 11:00:18 AM
Completed	Security Checked	11/18/2021 11:00:23 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Wood Gutmann & Bogart - Main:**

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

To contact us by email send messages to: [bmillard@wgbib.com](mailto:bmillard@wgbib.com)

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

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

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

### **To request paper copies from Wood Gutmann & Bogart - Main**

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

### **To withdraw your consent with Wood Gutmann & Bogart - Main**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

Attachment 6

(EXHIBIT K)

**CITY TEMPORARY RIGHT-OF-WAY EASEMENT AREAS**

