

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Department of Public Works
City and County of San Francisco
1155 Market Street, 3rd Floor
San Francisco, CA 94102
Attn: City and County Surveyor

WITH A CONFORMED COPY TO:

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

This document is exempt from payment
of a recording fee pursuant to California
Government Code Section 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DECLARATION OF RESTRICTIONS

EXISTING STRUCTURE - LOTS 24 AND 30 - MAP NO. 9837

THIS DECLARATION OF RESTRICTIONS FOR EXISTING STRUCTURE – FINAL MAP NO. 9837 (this "**Declaration**") is made this ___ of _____, 2019 by the Treasure Island Development Authority, a California non-profit public benefit corporation ("**Authority**"), with reference to the following Recitals:

RECITALS

- A. Authority is the owner and trustee of portions of portions of Treasure Island located within the City and County of San Francisco ("**City**") that are subject to the Disposition and Development Agreement for Treasure Island / Yerba Buena Island by and between the Authority and Treasure Island Community Development, LLC ("**Developer**"), recorded August 10, 2011, as Document No. 2011J235239 of the Official Records of the City and County of San Francisco ("**Official Records**") and all amendments thereto (hereafter, collectively, "**DDA**").
- B. The DDA establishes terms for the disposition of property to Developer, the installation of infrastructure and other public improvements, and the development of the Project Site, as defined in the DDA. The DDA's disposition process accounts for dispositions to and from

the State of California for purposes of reconfiguring the Public Trust to facilitate development of the Project.

- C. The Director of Public Works (“**Director**”) conditionally approved Tentative Transfer Map No. 9837 pursuant to Public Works Order No. 201064 on April 19, 2019 (“**Order No. 201064**”). Condition of Approval number 18 of Order No. 201064 states as follows: “If the final transfer map proposes lots that will result in existing buildings straddling existing lot lines, the building shall be demolished prior to final map approval or the Subdivider shall record a City-approved notice of restrictions that addresses all Building Code compliance issues and makes the City a third-party beneficiary with the right to enforce the restrictions.”
- D. The Authority applied for Final Transfer No. 9837, pertaining to portions of Treasure Island, on May 9, 2019. The Board of Supervisors approved Final Transfer Map No. 9837 on July 9, 2019, pursuant to Motion No. _____ (“**FTM No. 9837**”). FTM No. 9837 was recorded on July ____, 2019, as Document No. _____ of Official Records.
- E. Final Transfer Map No. 9837 created Lots 24 and 30 (hereafter collectively the “**Subject Lots**”). The lot line separating the Subject Lots bisects an existing structure used as a gymnasium as of the date of this Declaration (the “**Existing Structure**”).
- F. The Authority, as the owner and trustee of the Subject Lots, prepared this Declaration, in consultation with the Director, for purposes of satisfying condition of Approval No. 18 of Order No. 201064 and all applicable requirements of the San Francisco Building Code (“**Code**”). The Authority and the Director intend for the Authority to treat the Subject Lots as if they were a single lot for all purposes unless and until the Existing Structure is removed or relocated.
- G. Capitalized terms used herein but not defined shall have the meaning given in the DDA.

NOW, THEREFORE, the Authority covenants, agrees and declares that the Subject Lots shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, reservations, rights, and covenants, all of which are imposed as equitable servitudes upon the Subject Lots. All the limitations, restrictions, reservations, rights, conditions and covenants in this Declaration shall run with and burden the Subject Lots and shall be binding on and for the benefit of the Subject Lots or any portion thereof, and all persons having or acquiring any rights, title or interest in the Subject Lots, any portion thereof, and any interest therein, and their successors, heirs and assigns.

1. **Definition of “Owner.”** For purposes of this Declaration, the term “**Owner**” shall mean and refer to one or more persons or entities who are, alone or collectively the Authority or any successor record owner of a fee simple title to the Subject Lots or any portion thereof.

2. **Lot Tie Restriction.** In order to bring about compliance with the Code such that the Subject Lots will be treated as if the Existing Structure were located upon a single lot, Owner covenants that neither Lot 24 nor Lot 30 shall be sold, transferred, or hypothecated independently of the other for the duration of the Declaration. Under this Declaration the Subject Lots will be considered a single parcel for Code compliance purposes, thereby allowing the continued existence

of the Existing Structure straddling the actual property line between these adjoining parcels without physical separation and, consequently, without corresponding building setbacks, property line fire protection for walls and openings, and certain otherwise relevant Code requirements unless and until (i) the Existing Structure has been demolished, or (ii) the Subject Lots have been merged to create one lot. Nothing herein will restrict an Owner's ability to (A) use the Subject Lots as security for financing, (B) continue with existing leases or enter into new leases for the Subject Lots and the Existing Structure, (C) use the Existing Building and the Subject Lots for any purpose allowed by law, or (D) use the Subject Lots for site preparation or construction of horizontal improvements pursuant to the DDA and any associated street improvement permit or public improvement agreement. Notwithstanding any other provision of this Declaration, the Authority may transfer the Subject Lots, or Lot 24 or Lot 30, individually, to the State of California for purposes of completing a trust exchange consistent with the Compromise Title Settlement and Land Exchange Agreement for Treasure Island and Yerba Buena Island, recorded January 14, 2015, as Document number 2015-K005565-00 of Official Records, provided that this Declaration shall remain on title after any such exchange.

3. **Term; Termination.** The term of this Declaration shall commence upon the recordation of this Declaration in the Official Records and shall terminate upon the earlier of (i) demolition or relocation of the Existing Structure or (ii) the merger of the Subject Lots to create one parcel under the Existing Structure. Demolition or relocation of the Existing Structure shall be evidenced by final inspection sign-off on the job card issued for the Department of Building Inspection permit authorizing such demolition or relocation. Upon completion of such demolition or relocation, the Director will execute a recordable "**Notice of Termination of Declaration**" substantially consistent with the form attached hereto as Exhibit B.

4. **Mortgagee Protection.** The breach of any restriction or other provision of this Declaration shall not defeat or render invalid or unenforceable the lien of any bona-fide first mortgage or deed of trust made in good faith and for value on the interest of the Subject Lots from a bona-fide third party institutional lender, but all other restrictions and other provisions of this Declaration shall, except as otherwise set forth herein, be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

5. **Modification or Revocation.** This Declaration has been recorded to satisfy the requirements of the Code in effect as of the date hereof. This Declaration may not be modified, revoked or terminated without the written consent of the Owners of the Subject Lots, and any such modification, revocation or termination shall not be effective unless and until the Director or his designee consents thereto in writing after receiving written notice thereof from the Owner, and such modification, revocation or termination, executed by the Owners, is recorded in the Official Records of the City. Any such written request to the Director or his designee for consideration of proposed modification, revocation or termination (the "**Proposed Change**") of this Declaration shall be accompanied by documentation, such as completed building permit application and plan, substantiating Code compliance of the Proposed Change.

6. **No Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever, it being the intention that this document be strictly limited to and for the purposes expressed.

7. **City a Third-Party Beneficiary.** The City, acting by and through its Director of Public Works, is a third-party beneficiary to this Declaration. The City shall have the right, but not the obligation, to enforce by proceedings at law or in equity, all limitations, restrictions, reservations, rights, and covenants herein, including the right to prevent any such restrictions, reservations, rights and covenants.

IN WITNESS WHEREOF, The Treasure Island Development Authority and the Director of Public Works have executed this instrument the day and year first herein above written.

AUTHORITY:

Treasure Island Development Authority,
a California non-profit public benefit corporation

By: _____

Name: _____

Date: _____

CITY:

City and County of San Francisco,
a municipal corporation, acting by and through its
Department of Public Works

By: _____
Mohammed Nuru, Director

Date: _____

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
John D. Malamut
Deputy City Attorney

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ personally
(insert name and title of the officer)
appeared _____

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

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

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT LOTS

All that real property situated in the City and County of San Francisco, State of California, described as follows:

LOTS 24 AND 30 AS SHOWN ON THAT CERTAIN FINAL TRANSFER MAP NO. 9837
FILED FOR RECORD ON _____ IN BOOK _____ OF
_____ THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN
FRANCISCO AS DOCUMENT NO. _____.

EXHIBIT B

FORM OF NOTICE OF TERMINATION OF DECLARATION

**RECORDED AT THE REQUEST OF AND WHEN
RECORDED MAIL TO:**

Department of Public Works
City and County of San Francisco
1155 Market Street, Third Floor
San Francisco, CA 94103
Attention: City and County Surveyor

This document is exempt from payment of a recording
fee pursuant to California Government Code Sec. 27383

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TERMINATION OF DECLARATION

WHEREAS, the Treasure Island Development Authority, a California non-profit public benefit corporation, (the "**Authority**") executed a Declaration of Restrictions dated as of _____, 20XX (the "**Declaration of Restrictions**"), which was recorded on _____, 20XX, in the Office of the Recorder of the City and County of San Francisco, as Document No. _____, setting forth conditions on the transfer of that certain real property situated in the City and County of San Francisco, State of California ("**City**"), which property is particularly described in *Exhibit A* attached hereto and made a part hereof (the "**Property**"). Except as otherwise defined herein, capitalized terms shall have the meanings given them in the Declaration of Restrictions;

WHEREAS, the Owner, as evidenced by a final inspection sign-off on the job card issued for demolition/relocation permit No. _____, has [removed / relocated] the Existing Structure to the satisfaction of the Department of Building Inspection under a final inspection which has been provided to the Director; and

WHEREAS, the City assumes no responsibility by virtue of this Notice of Termination of Declaration for, compliance with applicable laws, including applicable building, fire, or other code requirements.

NOW THEREFORE, as provided in the Declaration, and subject to the foregoing provisions hereof, City confirms that the Owner has fully performed and completed as aforesaid as of _____, 20__ (the "**Effective Date**") and that the Declaration of Restrictions is terminated as of the Effective Date.

IN WITNESS WHEREOF, Port has duly executed this instrument this ____ day of _____, 20__.

City and County of San Francisco, Department of Public Works

By: _____
Name: _____
Title: Director

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Name: _____
Deputy City Attorney

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ personally
(insert name and title of the officer),
appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)

