

File No. 200671

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

Board Item No. 37

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

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

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

Board of Supervisors Meeting

Date: June 30, 2020

#### Cmte Board

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

#### OTHER

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Works Order No. 203245</u>                  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Tentative Map Decision - December 6, 2018</u>      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Improvement Agreement</u>                   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Improvement Agreement Amendment No. 1</u>   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Offer of Improvements Exhibits G-H, A-E, J1-J2</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>TIDA Consistency Determination Letter</u>          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Tax Certificates - June 12, 2020</u>               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Final Maps</u>                                     |

Prepared by: Jocelyn Wong

Date: June 26, 2020

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

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

1 [Final Map 9856 - Yerba Buena Island]

2  
3 **Motion approving phased Final Map No. 9856 relating to portions of Yerba Buena**  
4 **Island, the merger of Lot 21 and Lot 23 (portion) of Final Transfer Map No. 8674, the**  
5 **merger of Lots STT-L1 and STT-F1 of Record of Survey No. 10106, and the**  
6 **resubdivision of Lots F and L of Final Map No. 9228; resulting in up to 189 residential**  
7 **condominium units, open space and public right-of-way, subject to specified**  
8 **conditions; and acknowledging findings pursuant to the General Plan, and the eight**  
9 **priority policies of Planning Code, Section 101.1.**

10  
11 WHEREAS, The Board of Supervisors acknowledges the findings made by the  
12 Planning Department, by its letter dated December 6, 2018, that the proposed subdivision, on  
13 balance, is consistent with the objectives and policies of the General Plan, and the eight  
14 priority policies of Section 101.1 of the Planning Code; and

15 WHEREAS, A copy of the Planning Department letter is on file with the Clerk of the  
16 Board of Supervisors in File No. 200671 and incorporated herein by reference; and

17 WHEREAS, The Board of Supervisors acknowledges the findings made by the  
18 Treasure Island Development Authority ("TIDA"), by its letter dated March 16, 2020, has  
19 determined that the proposed subdivision is in consistent with the Project Documents, as  
20 defined Subdivision Code, Section 1707(z), the City Regulations, as defined in Subdivision  
21 Code, Section 1707(e), and all TIDA approvals related to the Project, as defined by  
22 Subdivision Code, Section 1707(y); and

23 WHEREAS, A copy of the TIDA letter is on file with the Clerk of the Board of  
24 Supervisors in File No. 200671 and incorporated herein by reference; and



1           WHEREAS, The Board of Supervisors approved Final Map No. 9228 pursuant to  
2 Motion No. M18-046 on April 10, 2018, and authorized the Director of Public Works to enter  
3 into that certain Public Improvement Agreement (Yerba Buena Island), dated for reference  
4 purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official  
5 Records (the “Public Improvement Agreement”); and

6           WHEREAS, A copy of said Motion is on file with the Clerk of the Board of Supervisors  
7 in File No. 180312 and incorporated herein by reference; and

8           WHEREAS, There are additional improvements required to service the proposed  
9 subdivision shown on Final Map No. 9856; and

10          WHEREAS, Because the Subdivider has not completed the required public  
11 improvements associated with Final Map No. 9228 or this Final Map, the Subdivision Code  
12 requires that the Subdivider and City to enter into an amendment to the Public Improvement  
13 (“First Amendment to the Public Improvement Agreement”) to address these additional  
14 improvements; and

15          WHEREAS, The Public Improvement Agreement and First Amendment to the Public  
16 Improvement Agreement are on file with the Clerk of the Board of Supervisors in File No.  
17 200671 and incorporated herein by reference; and

18          WHEREAS, Public Works, in accordance with Public Works Order No. 203245,  
19 approved June 7, 2020, recommends that the Board of Supervisors approve the First  
20 Amendment to the Public Improvement Agreement and authorize the Director of Public Works  
21 and the City Attorney to execute and file said amendment in the Official Records of the City  
22 and County of San Francisco; and

23          WHEREAS, A copy of Public Works Order No. 203245 is on file with the Clerk of the  
24 Board of Supervisors and incorporated herein by reference; and  
25

1           WHEREAS, In Public Works Oder No. 203245, Public Works also recommends that  
2   the Board of Supervisors conditionally accept on behalf of the public the offers of  
3   improvements described in the YBI Phase 1 Investors, LLC, the YBI Phase 2 Investors, LLC,  
4   and TIDA Owners' Statements of Final Map No. 9856, subject to the City Engineer's issuance  
5   of a Notice of Completion and further Board of Supervisors action and acknowledge that the  
6   Director of the Division of Real Estate shall accept offers for the easements described on  
7   Final Map No. 9856 and the easement agreements by separate instrument in accordance with  
8   the terms of the Treasure Island / Yerba Buena Island Development Agreement (Ordinance  
9   No. 95-11, which is on file with the Clerk of the Board of Supervisors in File No. 110226) and  
10   related approvals; and

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

15           WHEREAS, Public Works, in accordance with Public Works Order No. 203245,  
16   recommends that the Board of Supervisors approve that certain final map relating to the  
17   project known as Treasure Island / Yerba Buena Island and entitled "Final Map No. 9856", as  
18   described herein and subject to the conditions specified in this motion, and adopt said map as  
19   Official Final Map No. 9856; now, therefore, be it

20           MOVED, That the Board of Supervisors hereby approves that certain final map relating  
21   to the project known as Treasure Island / Yerba Buena Island entitled "Final Map No. 9856",  
22   a merger and resubdivision of portions of Yerba Buena Island into an six-lot subdivision  
23   intended for residential, open space and street use, as described on Sheet 4 of said  
24   map, including up to 189 condominium units, comprising 16 sheets, subject to the  
25

1 conditions specified in this motion, and adopts said map as Official Final Map No. 9856; and,  
2 be it

3 FURTHER MOVED, That the Board of Supervisors hereby authorizes the Director of  
4 Public Works to enter all necessary recording information on the Final Map and authorizes the  
5 Clerk of the Board of Supervisors to execute the Clerk's statement as set forth herein.  
6

7 DESCRIPTION APPROVED:

RECOMMENDED:

8  
9 /s/ \_\_\_\_\_

/s/ \_\_\_\_\_

10 Bruce R. Storrs, PLS

Alaric Degrafinried

11 City and County Surveyor

Acting Director of Public Works



San Francisco Public Works  
General – Director’s Office  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 203245**

Re: Approval of Exceptions Associated with Final Map No. 9856 Dated \_\_\_\_\_, 2020

WHEREAS, The Final Environmental Impact Report for Treasure Island and Yerba Buena Island (“FEIR”), prepared pursuant to the California Environmental Quality Act (Cal. Pub. Resources Code §§ 21000 et seq.) was certified by the Planning Commission and the Treasure Island Development Authority (“TIDA”) by Motion No. 18325 and Resolution No. 11-34-04/21, respectively; and

WHEREAS, On June 14, 2011, the Board of Supervisors adopted Ordinance No. 95-11 approving a Development Agreement between the City and County of San Francisco (“City”) and Treasure Island Community Development, LLC (“TICD” or “Subdivider”), concerning the Treasure Island and Yerba Buena Island Development Project (“Project”) and adopted the environmental findings set forth in Resolution No. 246-11 incorporated herein by reference; and

WHEREAS, The Board of Supervisors adopted by Ordinance No. 99-11 the Subdivision Code for Treasure Island and Yerba Buena Island (“Subdivision Code”); and

WHEREAS, The Public Works (“Public Works”) Director (“Director”) adopted the Subdivision Regulations for Treasure Island and Yerba Buena Island after a noticed public hearing and pursuant to Public Works Order No. 185562 on December 21, 2016 (“Subdivision Regulations”); and

WHEREAS, The Director of Public Works approved Tentative Map No. 9856, pursuant to Public Works Order No. 200,495 on January 15, 2019 concerning the merger and re-subdivision of portions of Final Transfer Map No. 8674 and Final Map No. 9228 (hereafter, the “Tentative Map”); and

WHEREAS, Yerba Buena Island Phase 1 Investors, LLC and YBI Phase 2 Investors, LLC (collectively, “Developer”) and the Treasure Island Development Authority (“TIDA”) submitted a proposed final map to Public Works for review and consideration by the Board of Supervisors (“Final Map No. 9856”); and

WHEREAS, Developer, with TIDA’s concurrence, submitted a request for exceptions concerning the below-referenced provisions of the Subdivision Regulations on January 14, 2020, which request is appended hereto as Attachment 1, relating to public improvements within Lot C (“Signal Road”) which is proposed for dedication as a public street on Final Map No. 9856; and

WHEREAS, Appendix A, Section VII.E.3 of the Subdivision Regulations generally requires that facilities to be dedicated to the City must be located within a public right-of-way unless approved in advance by the San Francisco Public Utilities Commission (“SFPUC”) as part of the Associated tentative map; and

WHEREAS, Appendix D, Section I.E., Table 5 of the Subdivision Regulations establishes certain separation minimum separation requirements for public infrastructure within the public right-of-way; and

WHEREAS, Appendix A, Section VII.E.3.viii of the Subdivision Regulations states that the City will not accept public utilities within an easement over a dead-end street; and

WHEREAS, Appendix D, Section II.C.2 of the Subdivision Regulations requires a sidewalk on both sides of the roadway for publicly streets; and

WHEREAS, Appendix D, Section II.B.1 of the Subdivision Regulations establishes a minimum width of forty feet for public streets; and

WHEREAS, Appendix D, Section II.C.2 of the Subdivision Regulations establishes a minimum width of twelve feet for sidewalks in residential neighborhoods; and

WHEREAS, TIDA approved non-material amendments to the Infrastructure Plan pertaining to Yerba Buena Island (Exhibit FF to the Disposition and Development Agreement for Treasure Island / Yerba Buena Island by and between TIDA and Treasure Island Community Development, LLC, dated for reference purposes as of June 28, 2011, as amended), which included amendments concerning the proposed offer of dedication of Signal Road as a public right-of-way on \_\_\_\_\_, 2020; and

WHEREAS, The Mayor consented to the non-material amendments to this Infrastructure Plan on May 12, 2020;

WHEREAS, Section 1712 of the Subdivision Code authorizes the Director, subject to the Subdivision Map Act (Cal. Govt. Code §§ 66410 et. seq., "Map Act") to approve exceptions, waivers or deferrals to any of the requirements set forth in the Subdivision Code or the Subdivision Regulations subject to the required findings under Section 1712(a)(1)-(3), and further provides that the standards and requirements of the Subdivision Regulations shall be modified by the Director where the Director provides that such modifications are necessary to assure conformity to and achievement of the standards and goals of the applicable Project Documents (as defined by Subdivision Code § 1707(z)); and

WHEREAS, Pursuant to Subdivision Code Section 1712(b)(1)-(3), and with respect to the exceptions hereinafter described, the Director has determined that application of the Subdivision Code or the Subdivision Regulations, as applicable, would result in practical difficulties or unnecessary hardships affecting the property inconsistent with general purpose and intent of the Project Documents and the City Regulations (as defined in Subdivision Code § 1707(e)), the granting of the exceptions will not be materially detrimental to the public welfare or injurious to other property in the area, and the grant of the exceptions will not be contrary to the Project Documents or City Regulations, subject to the findings and conditions herein; and

WHEREAS, The proposed requests for exceptions were evaluated by City agencies, including SFPUC and the Public Works Infrastructure Task Force pursuant to the City Regulations and the Project Documents, both as defined in Sections 1707(e) and 1707(z) of the Subdivision Code; and

WHEREAS, The Director of Public Works held a noticed public hearing on May 18, 2020 to consider public comments on the proposed exceptions pursuant to Subdivision Code Section 1712; and

WHEREAS, No additional environmental review is required because there are no substantial changes to the project analyzed in the FEIR, no change in circumstances under which the project is being undertaken, and no new information of substantial importance indicating that new significant impacts would occur, that the impacts identified in the FEIR as significant impacts would be substantially more severe, or that mitigation or alternatives previously found infeasible are now feasible.

NOW THEREFORE BE IT ORDERED THAT

The Director approves the exceptions described below, based on the findings and subject to the conditions stated herein:

**Exception No. 1****Exception to Subdivision Regulations Appendix A, Section VII.E.3 waiving the requirement for public infrastructure to be installed within a public right-of-way with respect to water meters on a private parcel adjacent to Signal Road.**

Final Map No. 9856 includes an offer of dedication for Signal Road. Improvements within Signal Road, including, low-pressure water, are also offered for dedication by separate instrument to be recorded concurrent with Final Map No. 9856. Due to site design and topography, low-pressure water meters cannot be practically located within the public right-of-way. After discussions with Public Works and SFPUC, Developer proposes to locate low-pressure water meters on a private lot adjacent to Signal Road. The meters are located within an easement offered to the City in perpetuity. Improvement designs call for the installation of the meters behind curbs meeting the City's standard criteria.

This exception will allow for the City to accept the water meters in easements on a private lot provided that the improvements are completed satisfactorily and otherwise meet the requirements for acceptance.

- Application of Subdivision Regulations Appendix D Section II.C.2 would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

The topographical and site constraints of Signal Road are such that water meters cannot practicably be located within the Signal Road right-of-way. Developer and SFPUC evaluated different options for the location of the meters, but ultimately determined that the location where the meters would be best protected from possible damage from vehicles would be behind curbs meeting City standard criteria. Locating the meters within the right-of-way would expose this future City infrastructure to potential damage.

- Granting an exception to Subdivision Regulations Appendix D Section II.C.2 will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.

Granting the requested exception will not be materially detrimental to the public welfare or injurious to other property on Yerba Buena Island. The meters will be located within an easement permanently dedicated to the City. The terms of the easement prohibit the erection of structures or actions that could prohibit the City from accessing the infrastructure, thereby ensuring satisfactory City access. The exception will have no impact on other properties.

- Granting the exception will not be contrary to the Project Documents or City Regulations.

The exception is not contrary to the Project Documents or the City Regulations. The Subdivision Regulations expressly contemplate acceptance of public improvements within easements on private property provided that SFPUC concurs. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.

- The exception is not in violation of the Map Act.

The Map Act does not prohibit the dedication of public improvements within easements on private lots and is therefore not implicated by this exception.

## **Exception No. 2**

### **Exception to Appendix D, Section I.E, Table 5 of the Subdivision Regulations to authorize proposed utility separations within Signal Road.**

Appendix D, Section I.E., Table 5 of the Subdivision Regulations establishes minimum separation requirements for public utilities. Due to Signal Road's topography and other site constraints, Developer proposes and SFPUC and the Task Force have evaluated, an alternative utility layout pursuant which includes reduced separations for certain utilities. Namely, Developer proposes a minimum 1.5 feet of separation between the sanitary sewer line and the outside edge of the catch basin and a minimum separation of 1.5 feet of separation from the joint trench to the outside edge of the catch basin.

This exception will allow for the extension of public utilities within Signal Road accounting for the area's topography and site constraints.

- Application of Subdivision Regulations Appendix D, I.E, Table 5 would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

The area's slope and topography preclude a utility layout that conforms to the general utility separation requirements. Whereas these separation requirements may be achieved elsewhere within the project, including, e.g., on Treasure Island, they are not attainable on Signal Road, which is subject to particularly steep slopes. As such, Signal Road presents unique circumstances, and application of the general utility separation requirements would present undue hardship.

- Granting an exception to Subdivision Regulations Appendix D I.E, Table 5 will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.

Granting the requested exception will not be materially detrimental to the public welfare or injurious to other property on Yerba Buena Island. The utility layout has been reviewed by SFPUC and the Task Force and deemed satisfactory. The utility layouts, as authorized by the exception, will not be injurious to other properties both because of the adequate utility design and also due to the fact Signal Road is in a relatively remote location on Yerba Buena Island.

- Granting the exception will not be contrary to the Project Documents or City Regulations.

The exception is not contrary to the Project Documents or the City Regulations. The Infrastructure Plan specifically takes the island's steep topography into account and notes that topography is a key consideration for infrastructure design. While the Subdivision Regulations include minimum utility separation standards, these standards are subject to exception, and Table 5 explicitly refers to the possibility of "variations or exceptions" as appropriate. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.



- The exception is not in violation of the Map Act.

The Map Act does not establish minimum utility separation requirements. Therefore, the proposed exception does not implicate, and is not in violation of, the Map Act.

### **Exception No. 3**

#### **Exception to waive application of Subdivision Regulations Appendix A Section VII.E.3.viii in order to authorize dedication and acceptance of utility facilities located within a dead-end street.**

Subdivision Regulations Appendix A, Section VII.E.3.viii states that “[SFPUC] will not accept an easement for any facility that is a dead end or is not part of a utility network. Signal Road is a “dead-end street” in the sense that it terminates in a plaza on a TIDA open space lot. Public improvements, including water, electrical, sanitary sewer and storm drain are offered to the City for dedication pursuant to a separate instrument. Signal Road is offered for dedication to the City on the face of Final Map No. 9856. This exception will allow for the City to accept the referenced improvements within Signal Road provided they are completed satisfactorily and otherwise meet the requirements for acceptance.

- Application of Subdivision Regulations Appendix A Section VII.E.3.viii would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

Application of Subdivision Regulations Appendix A Section VII.E.3.viii to Signal Road will result in practical difficulties and unnecessary hardships. The property is an island with steep slopes. As a result, the Infrastructure Plan contemplates that there will be several dead-end streets. The Infrastructure Plan, as amended, identifies Signal Road as a publicly-dedicated, dead-end street. Applying the referenced provision of the Subdivision Regulations will result in practical difficulties and undue hardships by preventing the dedication and ultimate acceptance of utilities needed to serve the subdivision.

- Granting an exception to Subdivision Regulations to Appendix A Section VII.E.3.viii will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.
- Granting the exception will not be materially detrimental to the public welfare or injurious to other properties. The exception facilitates the dedication and acceptance of infrastructure as otherwise contemplated by the Infrastructure Plan. Infrastructure will only be considered for acceptance after issuance of a Notice of Completion confirming that the infrastructure is consistent with the approved plans and specifications and other applicable City requirements. Accordingly, approving the exception will not be materially detrimental to the public welfare or injurious to other property.
- Granting the exception will not be contrary to the Project Documents or City Regulations.

The Project Documents (the Infrastructure Plan) identify Signal Road as a publicly-dedicated, dead-end street. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.

- The exception is not in violation of the Map Act.



The Map Act does not address the dedication of public improvements within dead-end streets and is therefore not implicated by this exception.

#### **Exception No. 4**

#### **Exception to waive application of Subdivision Regulations Appendix D, Section II.C.2 in order to waive the requirement for sidewalk on both sides of the roadway for portions of Signal Road.**

Subdivision Regulations Appendix D, Section II.C.2 generally requires a sidewalk on both sides of a public right-of-way. The proposed exception will waive this requirement as to certain portions on the north side of Signal Road as shown in Attachment 1. Due to topography and site constraints, it is not practicable to include a sidewalk on the full length of Signal Road on the north side. However there will be a sidewalk on the full length of Signal Road on the south side.

- Application of Subdivision Regulations Appendix D, Section II.C.2 would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

Application of Subdivision Appendix D, Section II.C.2 to Signal Road would result in practical difficulties and unnecessary hardships. The property is an island with steep slopes. It is not practicable to include a sidewalk on both sides of Signal Road for the full length of the right-of-way. There will be a sidewalk on the south side of Signal Road for the full extent of the right-of-way. Application of the referenced provision to Signal Road despite the area's slope and topography and the sidewalk on the other side of the street would result in practical difficulties and unnecessary hardships and be inconsistent with the Project Documents.

- Granting an exception to Subdivision Regulations to Appendix A Section II.C.2 will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.

Granting the exception will not be materially detrimental to the public welfare or injurious to other properties. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan. The exception will not be materially detrimental to the public welfare, as there will be a sidewalk for the full length of the street on the south side. Approval of the exception will not be injurious to other properties in the area as other properties will not be impacted by the exception.

- Granting the exception will not be contrary to the Project Documents or City Regulations.

The Project Documents (the Infrastructure Plan) identifies Signal Road as a publicly-dedicated street. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.

- The exception is not in violation of the Map Act.

The Map Act does not address whether there must be sidewalks on both sides of a street and is therefore not implicated by this exception.

**Exception No. 5****Exception to waive application of Subdivision Regulations Appendix D, Section II.B.1 in order to waive the requirement that all streets maintain a minimum width of forty feet as applied to certain portions of Signal Road where depicted in Attachment 1.**

Subdivision Regulations Appendix D, Section II.B.1 states that all public streets “require a minimum width of 40 feet.” The proposed exception will waive this requirement as to certain portions of Signal Road where shown in Attachment 1. Due to topography and site constraints, it is not practicable to provide a forty-foot roadway for the full extent of Signal Road.

- Application of Subdivision Regulations Appendix D, Section II.B.1 would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

Application of Subdivision Appendix D, Section II.B.1 to Signal Road would result in practical difficulties and unnecessary hardships. The property is an island with steep slopes. It is not practicable to provide a forty-foot roadway on Signal Road for the full length of the right-of-way while accommodating other required street improvements. The affected portions of Signal Road will be twenty-five feet in width and thirty-one feet in width, respectively. Application of the referenced provision to Signal Road despite the area's slope and topography and the sidewalk on the other side of the street would result in practical difficulties and unnecessary hardships and be inconsistent with the Project Documents.

- Granting an exception to Subdivision Regulations to Appendix A Section II.B.1 will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.

Granting the exception will not be materially detrimental to the public welfare or injurious to other properties. Even in the areas with reduced right-of-way width, there is sufficient room for vehicle passage, and there is sidewalk on the full length of the south side of Signal Road to ensure pedestrian safety. Accordingly, approval of the exception will not be injurious to other properties in the area as other properties will not be impacted by the exception.

- Granting the exception will not be contrary to the Project Documents or City Regulations.

The Project Documents (the Infrastructure Plan) identifies Signal Road as a publicly-dedicated street. The Infrastructure Plan includes a cross-section of Signal Road that shows it is subject to varying right-of-way widths. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.

- The exception is not in violation of the Map Act.

The Map Act does not address street widths and is therefore not implicated by this exception.

**Exception No. 6**

**Exception to waive application of Subdivision Regulations Appendix D, Section II.C.2 in order to waive the requirement that all sidewalks in residential neighborhoods maintain a minimum width of twelve feet.**

Subdivision Regulations Appendix D, Section II.C.2 generally requires sidewalks of at least twelve feet in width in residential neighborhoods. Due to topography and site constraints, twelve-foot wide sidewalks are not practicable on Signal Road. The Project Documents (the Infrastructure Plan) reflects narrower sidewalks. The exception will authorize the narrower sidewalks and associated dedication of Signal Road as a public right-of-way.

- Application of Subdivision Regulations Appendix D, Section II.C.2 would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations.

Application of Subdivision Appendix D, Section II.C.2 to Signal Road would result in practical difficulties and unnecessary hardships. The property is an island with steep slopes. It is not practicable to provide twelve-foot sidewalks on Signal Road while accommodating other required street improvements and providing a sufficient travel way. There will be sidewalks on Signal Road of widths between 5.5 - and 7 feet as shown on Attachment 1. As such, application of the referenced provision of the Subdivision Regulations to Signal Road despite the area's slope and topography would result in practical difficulties and unnecessary hardships and be inconsistent with the Project Documents.

- Granting an exception to Subdivision Regulations to Appendix A Section II.C.2 will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is located.

Granting the exception will not be materially detrimental to the public welfare or injurious to other properties. The exception will not be materially detrimental to the public welfare. Even in the areas with reduced right-of-way width, there is sufficient room for vehicle passage, and there is sidewalk on the full length of the south side of Signal Road to ensure pedestrian safety. Approval of the exception will not be injurious to other properties in the area as other properties will not be impacted by the exception.

- Granting the exception will not be contrary to the Project Documents or City Regulations.

The Project Documents (the Infrastructure Plan) identifies Signal Road as a publicly-dedicated street. The Infrastructure Plan includes a cross-section of Signal Road that shows sidewalks are subject to varying widths between 5.5 and 7 feet. The exception facilitates the dedication and acceptance of improvements as otherwise contemplated by the Infrastructure Plan and renders Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors.

- The exception is not in violation of the Map Act.

The Map Act does not address sidewalk widths and is therefore not implicated by this exception.

While the granting the 6 exceptions identified above would render Signal Road potentially eligible for acceptance and public dedication through a future action of the Board of Supervisors, Public Works has no intent of recommending to the Board of Supervisors that it take this action. Unless and until Public

Works changes this recommendation, and thereafter the Board of Supervisors accepts Signal Road for City maintenance and liability purposes, TIDA will be responsible for the maintenance and liability of Signal Road, which will be dedicated to the City for public use but will remain unaccepted.

The Director hereby grants the exceptions above subject to the attached conditions.

SFPUC Conditions: During detail design, to the furthest extent possible the subdivider shall strive for vertical and horizontal separation between the various utilities to meet the separation requirements.

Public Works Conditions:


1. Upon the design of the open space park northerly of Signal Road, an accessible path shall be designed and constructed from the continuous public sidewalk into and out of the open space park to the satisfaction of SFPW-Disability Access Coordinator.
2. The design of the remaining sidewalk shall, to the extent possible, meet the San Francisco Better Streets Plan requirements as established under CCR Title 24, Part 2 (California Building Code), Title II of the ADA and the 2010 Standards for Accessible Design. Further, as appropriate, easements or equivalent shall be provided to meet these minimum standards.
3. Whereas the City shall accept an easement on the proposed public way on Signal Street, due to the fact it does not meet the City's standard requirement for 40 feet minimum width, and the City shall not accept said right-of-way for maintenance and liability. Hence this portion of the right-of-way shall fall under Article 9 of the Public Works Code where the maintenance and liability falls to the adjacent fronting property owners, here TIDA. Public Works may reconsider this decision based upon additional future dedication of right-of-way to increase the width to a minimum 40 feet and other design changes necessary for the street to meet the City standard. This would occur under separate action of the affected City departments and the Board of Supervisors.
4. City shall evaluate, and in the permitting process, direct the applicant to construct the maximum feasible sidewalk width. In no cases can the clear width of the accessible route on the sidewalk be less than four (4) feet along driveway cuts, utility and traffic control sign poles or other above ground elements. The clear width of the accessible route shall not be less than five (5) feet elsewhere. Said accessible route width shall exclude the width of the curb.

X DocuSigned by:  
*Bruce Storrs*  
Storrs, B. 97ABC41507B0494...  
City and County Surveyor

X DocuSigned by:  
*Suzanne Suskind*  
Suskind, Suzanne 361CFDB7F8564EA...  
Acting City Engineer & Deputy Director for I...

X

DocuSigned by:



8179336C84404A5...

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Degrafinried, Alaric  
Acting Director of Public Works



**San Francisco**  
**Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

January 25, 2020

Alaric Degrafinried, Acting Director  
San Francisco Public Works  
30 Van Ness, 5<sup>th</sup> Floor  
San Francisco, CA 94102

Dear Mr. Degrafinried,

The SFPUC has evaluated the Request for Exceptions for the Yerba Buena Island Tentative Map from Garrett Colli of Perkins Coie to the City and County Surveyor Bruce Storrs, dated January 14, 2020 and has the following response for your records:

- Utility Exception #1 – The SFPUC consents to the installation of SFPUC water meters in the sidewalk fronting Signal Road provided there is adequate clearance between the meter boxes and surrounding landscaping.
- Utility Exception #2 – The SFPUC will approve or disapprove of proposed clearances as variances, on a case-by-case basis, as part of the permit approval process.
- Utility Exception #3 – The SFPUC consents to the dead-end low pressure water main on Signal Road. Note that the exception request incorrectly cites Subdivision Regulations Appendix D, Section VII.E.3. The correction section that pertains to dead-end water mains is Appendix D, Section XIV.B.6(c). There is no corresponding standard for dead-end sanitary sewers in the Subdivision Regulations; thus, SFPUC has no objection to the dead-end sanitary sewer main in Signal Road.

Thank you for your attention.

A handwritten signature in cursive script, appearing to read "Fan Lau".

Fan Lau, General Manager's Office

cc: Infrastructure Task Force

London N. Breed  
Mayor

Ann Moller Caen  
President

Francesca Vietor  
Vice President

Anson Moran  
Commissioner

Sophie Maxwell  
Commissioner

Tim Paulson  
Commissioner

Harlan L. Kelly, Jr.  
General Manager

**OUR MISSION:** To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.







505 Howard Street  
Suite 1000  
San Francisco, CA 94105-3204

T +1.415.344.7000  
F +1.415.344.7050  
PerkinsCoie.com

January 14, 2020

Garrett Colli  
GColli@perkinscoie.com  
D. +1.415.344.7160  
F. +1.415.344.7260

**VIA EMAIL**

Bruce Storrs  
City and County Surveyor  
Office of the City and County Surveyor  
1155 Market Street, 3rd Floor  
San Francisco, CA

**Re: Yerba Buena Island Tentative Map - Request for Exceptions Pursuant to Treasure Island / Yerba Buena Island Subdivision Code Section 1712**

Dear Mr. Storrs:

The Treasure Island Development Authority ("TIDA"), YBI Phase 1 Investors, LLC, and YBI Phase 2 Investors, LLC submitted an application for Final Map No. 9856 to subdivide six parcels on a portion of Yerba Buena Island. In association with the proposed subdivision, Treasure Island Community Development, LLC will be required to complete public improvements pursuant to the Yerba Buena Island Public Improvement Agreement as amended. Final Map No. 9856 includes a separate lot for a proposed street on TIDA-owned property shown as Lot C thereon (Signal Road).

The purpose of this letter is to request a series of exceptions pursuant to Treasure Island / Yerba Buena Island Subdivision Code Section 1712, which provides that the Director may "authorize exceptions, waivers or deferrals to any of the requirements set forth in this Code and in the Subdivision Regulations." All exceptions relate to Signal Road. Signal Road will be offered for dedication on Map No. 9856. The offer includes street and utility improvements and associated easements.

The requested exceptions relate to: (1) the requirement that San Francisco Public Utilities Commission ("SFPUC") water meters are installed in the public right-of-way; (2) separation requirements for sanitary sewers within a public right-of-way; (3) the City and County of San Francisco's ("City") acceptance of public utilities at a dead end; (4) the requirement that streets include sidewalks on both sides of the roadway; (5) minimum street width requirements; and (6) minimum sidewalk width requirements. Street and utility designs reflecting these exceptions have been reviewed by SFPUC, Department of Public Works staff, and the Infrastructure Task Force. The requested exceptions are depicted on Exhibit 1 attached hereto.

***Utility Exceptions (Exception Nos. 1 - 3)***

1. An exception from Subdivision Regulations Appendix D, Section VII.E.3 to waive the requirements that SFPUC water meters must be installed in the public right-of-way. This exception would permit SFPUC water meters to be installed in the sidewalk fronting

Bruce Storrs  
January 14, 2020  
Page 2

Signal Road. The two water meters will be on private property and Developer will dedicate a permanent easement to the City that would ensure access to the meters. Additionally, the meters will be protected by full six-inch vertical curbs.

2. An exception from Subdivision Regulations Appendix D, Section I.E, Table 5, to waive certain separation requirements for public infrastructure within the public right-of-way. The spacing for the affected utilities is as follows: (1) there will be, at minimum, one-and-a-half feet between the sanitary sewer line and the outside edge of the catch basin, and (2) a minimum of one-and-a-half feet from the joint trench to the outside edge of the catch basin. The exceptions are required due to the narrow width of the street, which is limited due to site topography.
3. An exception from Subdivision Regulations Appendix D, Section VII.E.3 to permit dedication and acceptance of utility facilities that are located within a dead-end street. Water and sanitary sewer improvements terminate at Signal Road due to the location of the adjacent development parcel on Yerba Buena Island.

***Sidewalk and Street Exceptions (Exception Nos. 4 - 6)***

4. An exception from Subdivision Regulations Appendix D, Section II.C.2 to waive the requirement for a sidewalk on both sides of the roadway on certain sections of Signal Road. Signal Road will include a sidewalk on the south side for the full extent of the street, but there are portions on the north side of Signal Road that cannot accommodate a sidewalk. This is due to the site's topography and space constraints.
5. An exception from Subdivision Regulations Appendix D, Section II.B.1 to waive the requirement that all public streets require a minimum width of forty feet, as applied to certain portions of Signal Road. The exception is needed due to the site's topography and space constraints that preclude development of forty-foot roadway. The affected portions of Signal Road will be twenty-five feet and thirty-one feet in width, respectively.
6. An exception from Subdivision Regulations Appendix D, Section II.C.2 to waive the requirement that residential neighborhood sidewalks require a minimum width of twelve feet, as applied to certain portions of Signal Road. The exception is needed due to the site's topography and space constraints that preclude development of a twelve-foot wide sidewalk. The affected portions of Signal Road will have sidewalk widths varying from five-and-a-half to seven feet wide.

The approval of the above-described exceptions is required in order to timely process the improvement plans and maintain the construction schedule associated with this project, which includes delivery of 189 new homes.



Bruce Storrs  
January 14, 2020  
Page 3

We appreciate your consideration of these exception requests. Please do not hesitate to contact me if you require any additional information.

Regards,

A handwritten signature in blue ink, appearing to read 'Garrett Colli', with a stylized flourish at the end.

Garrett Colli

GJC

cc: Robert Beck, TIDA

EXCE  
PUBL  
MAIN  
DEAD

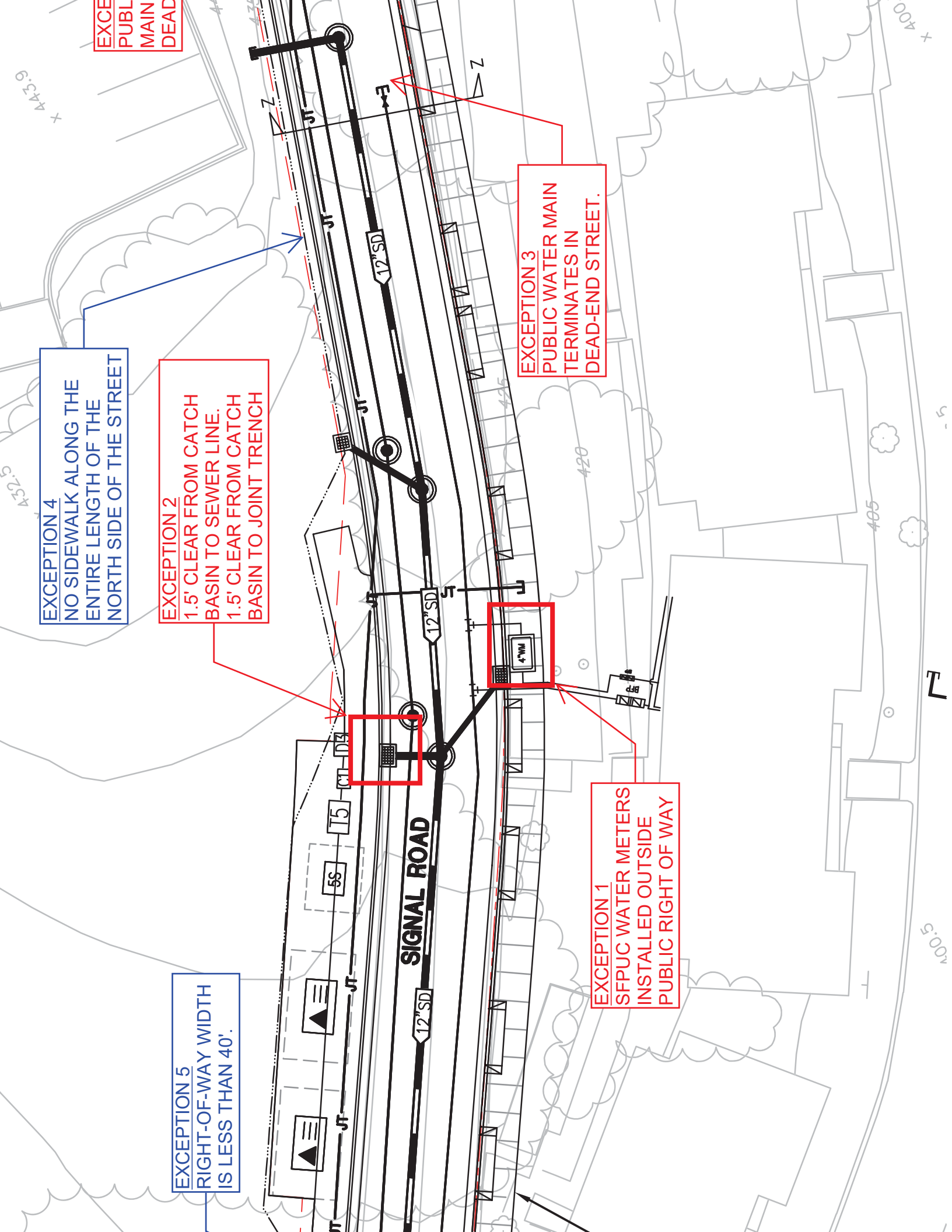
EXCEPTION 4  
NO SIDEWALK ALONG THE  
ENTIRE LENGTH OF THE  
NORTH SIDE OF THE STREET

EXCEPTION 2  
1.5' CLEAR FROM CATCH  
BASIN TO SEWER LINE.  
1.5' CLEAR FROM CATCH  
BASIN TO JOINT TRENCH

EXCEPTION 5  
RIGHT-OF-WAY WIDTH  
IS LESS THAN 40'.

EXCEPTION 3  
PUBLIC WATER MAIN  
TERMINATES IN  
DEAD-END STREET.

EXCEPTION 1  
SFPUC WATER METERS  
INSTALLED OUTSIDE  
PUBLIC RIGHT OF WAY





City and County of San Francisco  
San Francisco Public Works • Bureau of Street-Use and Mapping  
1155 Market Street, 3rd Floor • San Francisco, CA 94103  
sfpublicworks.org • tel 415-554-5810 • fax 415-554-6161



## TENTATIVE MAP DECISION

Date: November 30, 2018

Department of City Planning  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Attention: Mr. Scott F. Sanchez

Project ID: 9856			
Project Type: 300 Units New Condominium (Yerba Buena Island)			
Address#	StreetName	Block	Lot
105 - 115	FOREST RD	8952	001
0		1939	087
0		8953	002
0		1939	089
0		8954	002
301	MACALLA CT	8948	001
Tentative Map Referral			

Please review and respond to this referral within 30 days in accordance with the Subdivision Map Act.

Sincerely,

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

☒ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class N/A, CEQA Determination Date N/A, based on the attached checklist.

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

### PLANNING DEPARTMENT

Signed Kate Conner Digitally signed by Kate Conner  
Date: 2018.12.06 09:21:17 -08'00'

Date December 6, 2018

Planner's Name Kate Conner  
for, Scott F. Sanchez, Zoning Administrator

Free Recording Requested Pursuant  
to Government Code Section 27383

Recording requested by  
and when recorded mail to:

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

**CONFORMED COPY of document recorded**  
**04/19/2018, 2018K602991**

on \_\_\_\_\_ with document no. \_\_\_\_\_  
This document has not been compared with the original  
**SAN FRANCISCO ASSESSOR-RECORDER**

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**YERBA BUENA ISLAND**  
**PUBLIC IMPROVEMENT AGREEMENT**

Affecting Assessor Parcel Numbers: 1939-083, 1939-084, 1939-085, 1939-086, 1939-087,  
1939-088, 1939-089, 1939-090, 1939-091, 1939-092, 8947-  
002, 8949-002, 8950-002, 8953-002, 8954-003, 8958-002  
and 8958-003

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

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

**PUBLIC IMPROVEMENT AGREEMENT**  
**(YERBA BUENA ISLAND)**

This PUBLIC IMPROVEMENT AGREEMENT (YERBA BUENA ISLAND) (this “**Agreement**”) dated for reference purposes only as of March 29, 2018, is entered into as of \_\_\_\_\_, 2018 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”), the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, (“**TIDA**” or the “**Authority**”), and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California limited liability company, its successors and assigns (“**Subdivider**”).

**RECITALS**

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

B. Pursuant to that certain Development Agreement dated as of June 28, 2011, by and between Subdivider and the City (“**DA**”), Subdivider and TIDA are engaged in subdividing the property that is subject to proposed “Final Map No. 9228” (“**Final Map**”) consisting of approximately 303 acres, as shown therein (“**Property**”). A tentative subdivision map, entitled “Tentative Subdivision Map 9228 for condominium and other purposes, Yerba Buena Island” (“**Tentative Map**”), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (“**Director**” with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act and the Treasure Island and Yerba Buena Island Subdivision Code

(“**Advisory Agency**”), subject to certain requirements and conditions contained in the Director’s Conditions of Approval dated November 8, 2017 (“**Conditions of Approval**”).

C. Pursuant to the Treasure Island and Yerba Buena Island Subdivision Code (the “**Code**”) and the Treasure Island and Yerba Buena Island Subdivision Regulations (“**Subdivision Regulations**”), the Tentative Map, and the Conditions of Approval, the Final Map irrevocably offers for dedication Lots A, B and C for public street and utilities use, and Lot G for public utilities use (“**Street and Utilities Lots**”).

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

E. Pursuant to the DDA, Subdivider is obligated to construct horizontal infrastructure and public improvements on the Street and Utilities Lots as well as public park and open space improvements on Lots D, E, F, and I – M, inclusive, (“**Open Space Lots**”) that are, and will continue to be, owned in fee by TIDA. The infrastructure and public improvements contemplated for the Property are described in the Treasure Island Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA and as may be amended from time to time, and the Treasure Island and Yerba Buena Island Streetscape Master Plan approved by TIDA on February 10, 2015, as may be amended from time to time (the “**Streetscape Master Plan**”), and the Tentative and Final Maps. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the “**YBI Required Infrastructure**”). Specific portions of the YBI Related Infrastructure will upon completion be owned by TIDA (the “**TIDA Infrastructure**”) and others by the City (the “**City Infrastructure**”). The Plans and Specifications additionally provide for City Infrastructure and TIDA Infrastructure, including infrastructure located in the public right-of-way, that shall be owned by the City or TIDA and operated and maintained in perpetuity by the Subdivider, fronting property owner, or other private entity approved by the City (the “**Privately Maintained Public Infrastructure**”). The Plans and Specifications also provide for private



improvements in the public right-of-way to be owned, operated, and maintained by the Subdivider, fronting property owner, or other private entity approved by the City (“**Private Infrastructure**”). There also are public improvements that are temporary, shall be owned by the Subdivider, and shall be Subdivider’s responsibility for purposes of maintenance and operation (“**Temporary Facilities**”). These Temporary Facilities include a temporary force main (“**Temporary Force Main**”) and a temporary overhead electrical line (“**Temporary Overhead Line**”) on Treasure Island. The forms of infrastructure mentioned above collectively comprise the YBI Required Infrastructure and the estimated costs of completing the YBI Required Infrastructure are described in Exhibit B hereto (the “**Estimated Costs**”). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works (“**Public Works**”).

F. Construction of a part of the YBI Required Infrastructure was authorized in advance of this Agreement under Street Improvement Excavation Permit No. 17E-0662 (the “**Excavation Permit**”), which authorizes Subdivider to construct the separated Sanitary Sewer and Storm Drain Improvements, and the Grading and Geotechnical Improvements for realignment of Macalla Road, all as defined in the Excavation Permit. All work under the Excavation Permit is being done at risk by the Subdivider. While the Excavation Permit authorizes the work described therein, that permit does not provide for acceptance of the subject improvements; instead, work performed under the Excavation Permit is subject to acceptance pursuant to Section 6 of this Agreement and the Code. Upon execution of this Agreement, this Agreement shall supersede the Excavation Permit to the extent it incorporates the security for the work thereunder. This Agreement shall govern security for, and acceptance of, any portion of the YBI Required Infrastructure constructed pursuant to the Excavation Permit. Security provided by Subdivider under this Agreement shall supplement the Excavation Permit Bonds (defined below), and all such security shall be maintained and, if applicable, released, pursuant to the terms of this Agreement.

G. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement with the City to install and complete, free of liens, all

of such public improvements within a definite period of time and provided appropriate security to ensure improvement securities to secure satisfactory completion of the work.

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

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

J. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DDA, (iii) the Subdivision Regulations, (iv) the Plans and Specifications and (vi) the Acquisition and Reimbursement Agreement between the City, Subdivider and TIDA, dated for reference purposes as of March 8, 2016, (as amended from time to time, the “**Acquisition Agreement**”). NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider, TIDA, and the City agree as follows:

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

2. Subdivider’s Obligations.

(a) YBI Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the YBI Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A and to the satisfaction and approval of the Director and/or TIDA’s Treasure Island Director (the “**Treasure Island Director**”), as appropriate.

(b) Completion. Subdivider shall complete the YBI Required Infrastructure on or within two (2) years following the recordation of the Final Map. The period of time



provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a). Further, certain tentative map conditions have not been satisfied at the time of Final Map approval. The Director has determined that it is acceptable to defer compliance for the satisfaction of these conditions for purposes of the Subdivision Map Act, and the subject tentative map conditions and deferred compliance event for each condition is shown in Exhibit D. In addition, Subdivider has supplemented the Excavation Permit Bonds with Security in an amount that collectively satisfy Section 3(a) of this Agreement.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the YBI Required Infrastructure, or any portion thereof, Subdivider shall provide all documents required pursuant to Exhibit E, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed YBI Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance pursuant to Section 6, of the YBI Required Infrastructure, or any portion thereof, Subdivider shall provide all the documents required pursuant to Exhibit F, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this

Section 2, Subdivider shall coordinate with the City and TIDA and assist in the City and TIDA's process for the subsequent dedication and Acceptance of the YBI Required Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

3. Improvement Security.

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

(i) Performance bonds in the amount of fifty million forty-four thousand seventy-five Dollars (\$50,044,075.00) (100% of estimated "hard" cost of completion of the construction and installation of YBI Required Infrastructure as determined by the DPW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit G-1); and

(ii) A payment bond or other acceptable security in the amount of twenty-five million twenty-two thousand thirty-seven Dollars and fifty cents (\$25,022,037.50) (50% of the estimated cost of completion of the YBI Required Infrastructure as determined by the DPW Director) as guarantee of payment for the labor, materials, equipment, and services required for the YBI Required Infrastructure (Exhibit G-2).

(b) Acknowledgement of Security Posted as of Effective Date. The City acknowledges that pursuant to the Excavation Permit, Subdivider has already furnished one Performance Bond (relating to separated Sanitary Sewer and Storm Drain Improvements, and the Grading and Geotechnical Improvements for realignment of Macalla Road Performance Bond) and one Labor and Materials Bond (relating to separated Sanitary Sewer and Storm Drain Improvements, and the Grading and Geotechnical Improvements for realignment of Macalla

Road Labor and Materials Bond) (collectively, the “**Excavation Permit Bonds**”). The Excavation Permit Bonds secure the satisfactory performance of Subdivider’s obligations to complete the construction and installation of a portion of the YBI Required Infrastructure.

(c) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(b) shall be referred to collectively as the “**Security**”.

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

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

4. Construction of YBI Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any YBI Required Infrastructure work until all required permits have been obtained for the component or portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the YBI Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made upon Subdivider's determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay, Developer Extension, or Park Extension as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DDA (except as expressly stated in the approved extension).

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

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

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the YBI Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments set forth on the Final Map (a form of bond for such monuments is appended hereto as Exhibit G-3), shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the YBI Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion in accordance with Section 1770 of the Code. As to that portion, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of YBI Required Infrastructure.

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

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

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity regarding) the relevant portion the YBI Required Infrastructure, or, with respect to any specific claim of defects or deficiency in YBI 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 YBI Required Infrastructure in accordance with Section 8(a) has been corrected or waived in writing by the Director; and

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

(d) Release of Security for Temporary Force Main. The Parties acknowledge that the City's policy is generally to require security for temporary improvements and for permanent improvements where temporary improvements are authorized to serve a given subdivision. However, with respect to the Temporary Force Main, and in recognition of the fact that Subdivider has filed an application for a tentative map for the first development phase of Treasure Island and related improvement plans that provide for partial construction of the permanent force main, this Subsection 5(d) shall apply. The Parties further acknowledge that the City reserves the right to require security for the permanent force main in conjunction with one or more public improvement agreements for Treasure Island.

(i) Subdivider may request release of Security relating to the Temporary Force Main pursuant to Section 5(b) from time to time as the Temporary Force Main is completed. However, the City shall not, at any point, reduce the Security below an amount that is necessary to complete the remainder of the Temporary Force Main or the amount to remove the Temporary Force Main, whichever is greater.

(ii) Upon completion of the Temporary Force Main, the City shall reduce the Security relative to the Temporary Force Main to an amount equal to the greater of thirty percent (30%) of the original amount of the Security pertaining to the Temporary Force Main or the amount necessary to pay for removal of the Temporary Force Main ("Remaining



**Temporary Force Main Security**”). The Remaining Temporary Force Main Security will be retained until all segments of the Temporary Force Main have been removed and Subdivider has completed any related surface restoration, subject to the Director’s confirmation of said removal and restoration.

(e) Release of Security for Temporary Overhead Line. City shall retain security that, in the Director’s discretion and subject to SFPUC’s concurrence, is adequate to pay for all costs associated with installing new underground facilities to replace the Temporary Overhead Line until such time as Subdivider completes the underground facilities and the security is released pursuant to the Subdivision Code and this Agreement.

6. Completion and Acceptance.

(a) Director’s Inspection. Upon written request from the Subdivider for a “**Notice of Completion**” as defined in Code Section 1751.2 accompanied with any and all materials that are required under Section 2(c)(iii), the Director shall promptly determine whether the YBI Required Infrastructure, or portion thereof, is ready for its intended use and completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination. If the Director determines that the YBI Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the YBI Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

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

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

(ii) The Subdivider submits a written request to the Director or, for the TIDA Infrastructure, to the Treasure Island Director, to initiate acceptance legislation or other

appropriate action, before the Board of Supervisors or the TIDA Board of Directors (“**TIDA Board**”), as appropriate. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c), and any other materials that the Director deems necessary to provide the required authorizations and certifications to the Board of Supervisors as part of the acceptance legislation; and

(iii) The Board of Supervisors or the TIDA Board, by ordinance or other appropriate action, accepts the YBI Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider’s maintenance and warranty obligations under and Section 9(a) of this Agreement.

(c) Offers of Dedication. The owners’ statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate grant deed(s); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law or as part of the Board of Supervisors’ initial approval of this Treasure Island/Yerba Buena Island project. The Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the YBI Required Infrastructure (or a portion or component of the YBI Required Infrastructure) in accordance with Subsection 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director’s issuance of a Notice of Completion for the YBI Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors, or the TIDA Board for TIDA Infrastructure, shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Each shall also accept, conditionally accept, or reject offers of any portions of the YBI Required Infrastructure that were not included in such previous offers of dedication.



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

(e) Temporary Facilities and Private Infrastructure Shall Not Be Publicly Dedicated. Subdivider shall not offer for dedication the Temporary Facilities and Private Infrastructure. This infrastructure shall be owned, operated, and maintained by Subdivider, unless the City, at its sole discretion, decides to accept Temporary Facilities at a future date. The Temporary Force Main shall be subject to an operating agreement between TIDA and the City acting by and through its Public Utilities Commission (the “**Utility Operating Agreement**”). TIDA and the City intend to execute Utility Operating Agreement within 120 days of the effective date of this Agreement. When the Utility Operating Agreement is complete it shall be deemed incorporated into and made a part of this Agreement. The Private Infrastructure and Temporary Facilities are integral components of the YBI Required Infrastructure and are necessary components of a fully functional utility system on YBI. Promptly upon Subdivider’s request, the City shall inspect the Private Infrastructure and Temporary Facilities and the City shall issue a Certificate of Conformity for Private Infrastructure and Temporary Facilities that meet the standard for such set forth in Section 5 above. The Subdivider shall obtain a Certificate of Conformity for the Temporary Facilities and Private Infrastructure prior to City and/or TIDA Acceptance of the YBI Required Infrastructure (or portions or components thereof); provided, however, that the Director, in consultation with TIDA and any affected City department, may grant an exception to this requirement on a case by case basis.

(f) Acceptance of Sanitary Sewer Improvements Relying on the Temporary Force Main. Prior to requesting a Notice of Completion on any sanitary sewer improvements serving the Property, Subdivider shall enter into an agreement with TIDA to obtain sanitary sewage treatment services for the Property. Until SFPUC’s completion of a new wastewater treatment plant and acceptance of related infrastructure as may be required by the City, TIDA shall be the sanitary sewer treatment service provider to the Property and SFPUC, Subdivider

and TIDA shall convey flows from the Property to the existing plant. Prior to City issuing a Notice of Completion on any sanitary sewer improvements serving the Property, TIDA and SFPUC shall reach an accommodation for the division of costs and invoicing of customers. The accommodation will include a wastewater “wheeling fee” and will allow for the acceptance of permanent sanitary sewer infrastructure on the Property prior to completion of the new Wastewater Treatment Plant on Treasure Island.

7. Subdivider’s Maintenance Responsibility.

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

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City (or TIDA for the TIDA Infrastructure) shall assume the responsibility of operating and maintaining and shall be liable for such Accepted YBI Required Infrastructure, subject to any exceptions identified in the Board of Supervisors ordinance (or TIDA Board resolution) accepting the YBI Required Infrastructure. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the YBI Required Infrastructure damaged by the actions of third parties following Acceptance by the City or TIDA.

(c) Privately Maintained Public Infrastructure and Private Infrastructure. The YBI Required Infrastructure includes the Privately Maintained Public Infrastructure, facilities for which the City or TIDA may accept ownership but place responsibility for maintenance and liability on Subdivider, and Private Infrastructure, facilities for which the Subdivider shall bear the liability and responsibility for maintenance. For both Privately Maintained Public Infrastructure and Private Infrastructure such responsibility will be set out in a “**Master Encroachment Permit.**” Notwithstanding any Acceptance by the City, the Parties understand and agree that Subdivider, its successor in interest as to one or more of the development parcels depicted on the Tentative Map (i.e., Lots 1 – 6 inclusive), fronting property owner, or other private entity approved by the City, shall be responsible for the ongoing maintenance and

liability of the Privately Maintained Public Infrastructure and Private Infrastructure. The maintenance and liability obligations for the Privately Maintained Public Infrastructure and Private Infrastructure shall be defined in a Master Encroachment Permit approved by the Board of Supervisors and/or, as to TIDA Infrastructure that is Privately Maintained Public Infrastructure, a similar agreement between Subdivider and TIDA (a “**TIDA Maintenance Agreement**”). The Master Encroachment Permit and TIDA Maintenance Agreement shall respectively provide for the designation of any successor to Subdivider’s responsibilities thereunder. The Subdivider shall obtain the Board of Supervisors’ approval of the Master Encroachment Permit prior to or concurrent with Board of Supervisors’ approval of the first Final Map for development parcels; provided, however, that the Director may in his or her discretion defer such agreement and satisfaction of this requirement to a time no later than issuance of the first Notice of Completion for any or all YBI Required Infrastructure. Subdivider agrees that no portion of the Privately Maintained Public Infrastructure may be offered to the City or TIDA for Acceptance until that infrastructure is included in an approved and executed Master Encroachment Permit and/or TIDA Maintenance Agreement.

(d) Protection of YBI Required Infrastructure. In order to protect the YBI Required Infrastructure from damage until such time as the applicable YBI Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence may be built or maintained if the Director determines that a construction fence adversely affects public health or safety by restricting the ingress and egress of the public to and from a public right of way.

8. Temporary Force Main. In accordance with the SFPUC’s letter supporting exceptions to the Conditions of Approval, Subdivision Regulations, and Subdivision Code for the Temporary Force Main dated March 26, 2018, Subdivider agrees as follows:

(a) The Temporary Force Main shall be replaced by the permanent force main by Subdivider at no cost to City.

(b) Subdivider shall provide adequate bonding to cover SFPUC costs for the replacement of the Temporary Force Main with a permanent force main, including adequate geotechnical improvements, should the development project fail to construct future phases. Subdivider shall provide such bonding at the time of approval of the next public improvement agreement and final map.

(c) The SFPUC shall operate and maintain the Temporary Force Main at no cost to SFPUC, under the terms of a future agreement.

(d) The future agreement will ensure:

- i. SFPUC has full access to the Temporary Force Main.
- ii. SFPUC will maintain gravity (feeder) sewers at TIDA's expense.
- iii. SFPUC shall perform routine maintenance on the Temporary Force Main.
- iv. All operations and maintenance work on the Temporary Force Main will be done at no cost to SFPUC.
- v. In accordance with the Subdivision Regulations, Subdivider shall indemnify TIDA and the City against all claims, losses and damages directly or indirectly caused by or resulting from the use, operation, or failure of the Temporary Force Main.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of YBI Required Infrastructure by the City or TIDA shall not constitute a waiver of any defects. Subdivider covenants that all YBI Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a "**Warranty Period**") of three (3) years for pump stations and (2) years for all other portions of the YBI Required Infrastructure. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the YBI Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the YBI Required

Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that a plant establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director or from TIDA that the work be done, inspect, correct, repair or replace any defects in the YBI Required Infrastructure at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), the City or TIDA may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City or TIDA for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider's Security, reduced as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations. Subdivider's responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm or damage from improper maintenance or operation of the YBI Required Infrastructure by the City, TIDA, or any agent or agency of either.

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

22.1 General Developer Indemnification. Developer shall Indemnify the Authority and the City and their respective commissioners, supervisors, officers, employees, attorneys, contractors and agents (each, a "**City Party**") from and against all claims, demands, losses, liabilities, damage, liens, obligations, interest, injuries, penalties, fines, lawsuits or other proceedings, judgments and awards and costs and expenses (including reasonable attorneys' fees and costs, consultant fees and costs and court

costs) of whatever kind or nature, known or unknown, contingent or otherwise, including the reasonable costs to the Authority of carrying out the terms of any judgment, settlement, consent, decree, stipulated judgment or other partial or complete termination of an action or procedure that requires the Authority to take any action (collectively “**Losses**”) arising from or as a result of, except to the extent such Losses are directly or indirectly caused by the act or omission of a City Party, (a) the non-compliance of the Infrastructure and Stormwater Management Controls constructed by or on behalf of Developer with any federal, State or local laws or regulations, including those relating to access, or any patent or latent defects therein, (b) during the period of time that Developer holds title to any portion of the Project Site, the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in such portion of the Project Site and (c) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Project Site to the extent caused by the act or omission of Developer or its agents, servants, employees or contractors.

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

a “party” to a contract solely by virtue of having Approved the contract under this DDA (e.g., an Assignment and Assumption Agreement).

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

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors’ approval. The City shall notify Subdivider and TIDA of the time of recordation. In the event the Final Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

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

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

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



24.1.1 **“Force Majeure”**, which means: war; acts of terrorism; insurrection; strikes or lock-outs not caused by, or outside the reasonable control of, the Party claiming an extension; riots; floods; earthquakes; fires; casualties; acts of nature; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation not caused by, or outside the reasonable control of, the Party claiming an extension; failure or delay in delivery of utilities serving the Project Site not caused by, or outside the reasonable control of, the Party claiming an extension, existing environmental conditions affecting the Project Site that are not the responsibility of Developer under a Remediation Agreement, and previously unknown environmental conditions discovered on or affecting the Project Site or any portion thereof, in each case including any delay caused or resulting from the investigation or remediation of such conditions; existing unknown or newly discovered geotechnical conditions affecting the Project Site, including any delay caused or resulting from the investigation or remediation of such conditions, or litigation that enjoins construction or other work on the Project Site or any portion thereof, causes a lender to refuse to fund, disburse or accelerate payment on a loan, or prevents or suspends construction work on the Project Site except to the extent caused by the Party claiming an extension; unusually severe weather; inability to secure necessary labor, materials or tools (provided that the Party claiming Force Majeure has taken reasonable action to obtain such materials or substitute materials on a timely basis); a development moratorium, as defined in Section 66452.6(f) of the California Government Code, extending the expiration date of a tentative subdivision map; the occurrence of a Conflicting Law; a breach of Authority’s Title Covenant, including any delay caused or resulting from the ensuing time necessary for Authority or Developer to remove such title exception, including litigation arising therefrom; and any other causes beyond the reasonable control and without the fault of the Party claiming an extension of time to perform.

24.1.2 “**Economic Delay**”, means either (1) any period of time in which Developable Lots that are Market Rate Lots (“**Developable Market Rate Lots**”) containing thirty percent (30%) or more of the number of Market Rate Units as set forth in the Housing Data Table approved for any given Sub-Phase remain unsold at or above the Minimum Bid Price(s) set forth in the Proforma submitted by Developer at the commencement of the applicable Major Phase (as such Proforma may be updated at a subsequent Sub-Phase in accordance with this DDA), for a period of no less than four (4) months after the last Market Rate Developable Lot in the Sub-Phase has been completed, notwithstanding commercially reasonable and diligent efforts by Developer to market and sell such Developable Market Rate Lots (a “**Sub-Phase Event**”); or (2) any period of time in which Developable Market Rate Lots containing thirty percent (30%) or more of the number of Market Rate Units as set forth in the Housing Data Tables for all Sub-Phases approved to date remain unsold at or above the Minimum Bid Price(s) set forth in the Proforma submitted by Developer at the commencement of the most recent Major Phase (as such Proforma may be updated at a subsequent Sub-Phase in accordance with this DDA), for a period of no less than four (4) months after the last Developable Market Rate Lot in the applicable Sub-Phase has been completed, notwithstanding commercially reasonable and diligent efforts by Developer to market and sell such Developable Market Rate Lots (a “**Cumulative Sub-Phase Event**”). The foregoing notwithstanding, Developable Market Rate Lots designated in the Housing Data Table approved at the commencement of any given Sub-Phase to accommodate buildings over 240 feet in height (each, a “**High Rise Lot**”) and realized land sales attributable to those Developable Market Rate Lots shall be excluded from calculations of both a Sub-Phase Event and a Cumulative Sub-Phase Event for a period of time equal to the first six (6) years after the date of approval of the first Sub-Phase Application in the Initial Major Phase. From and after the sixth anniversary of the date of approval of the

first Sub-Phase Application in the Initial Major Phase, all Developable Market Rate Lots in any given Sub-Phase, including High Rise Lots, shall be included in any calculations determining a Cumulative Sub-Phase Event, but shall not be included in any calculations for determining a Sub-Phase Event. Notwithstanding the foregoing, if the sole reason for Economic Delay is due to the inclusion of unsold High Rise Lots in a Cumulative Sub-Phase Event and such condition remains for more than four (4) years, the Developer, at its option, shall either waive the Economic Delay or, if it elects not to waive the Economic Delay, Developer may deliver a Requested Change Notice regarding a redesign of the High Rise Lots as necessary to reposition the Project for market acceptance.

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

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

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

A party who is subject to Excusable Delay in the performance of an obligation hereunder, or in the satisfaction of a condition to the other

party's performance hereunder, shall be entitled to a postponement of the time for performance of such obligation or satisfaction of such condition during the period of enforced delay attributable to an event of an Excusable Delay. If repair, replacement, or reconstruction of YBI Required Infrastructure (or any portion thereof) or any other public improvements is necessitated by Excusable Delay, then the time period for completion of the applicable work as provided in this Agreement shall be extended as provided in this Section 8(c), including any periods required for redesign, mobilization and other construction related requirements and such repair, replacement or reconstruction shall, as necessary, be reflected in a Plan Revision or change order in accordance with this Agreement. The period of Excusable Delay shall commence to run from the time of the commencement of the cause. The party claiming Excusable Delay shall provide notice to the other parties of such Excusable Delay within a reasonable time following the commencement of the cause. If, however, notice by the party claiming such extension is sent to other parties more than sixty (60) days after the commencement of the cause, the period shall commence to run only sixty (60) days before the giving of such notice, provided that the party claiming the extension gives notice within a reasonable time following the commencement of the cause.

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

#### 24.3 Developer Extension.

24.3.1 Upon receipt of each of the first three Major Phase Approvals, Developer shall obtain a “**Developer Extension**” equal to two (2) years. Upon receipt of the fourth Major Phase Approval, Developer shall obtain a

Developer Extension equal to three (3) years. On any occasion in its sole discretion, Developer shall have the right to apply the Developer Extension subject to the following limitations and procedures:

(i) Developer may apply the Developer Extension only by notifying the Authority to such effect, specifying the duration of such extension; (ii) by notice to the Authority Developer may extend the duration of the extension, so long as it remains within the then unused Developer Extension, and may reduce the duration of the extension upon notification that there is an applicable Excusable Delay and Developer intends to rely on the Excusable Delay instead of the Developer Extension; (iii) subject to the limitations in Section 24.3.2 below, each extension notice shall have the effect of extending (or reducing, as the case may be) all of the Outside Dates in the Schedule of Performance or other date for performance occurring after the date of the notice (in each case as they may otherwise be extended) by the duration of such extension (or reduction); (iv) no such extension may be for a period longer than the unused portion of the then current Developer Extension; and (v) any unused portion of a Developer Extension obtained upon a Major Phase Approval shall expire upon Completion of the Infrastructure and Stormwater Management Controls for that Major Phase. Extensions pursuant to this Section 24.3 are independent of Excusable Delay and any other ground for extension permitted in this DDA.

24.3.2 A Developer Extension shall cause all future dates in the Schedule of Performance, or other date for performance occurring after the date of the notice, to be extended (in each case as they may otherwise be extended), although Developer shall not be entitled (A) to abandon any portion of the Project Site that it owns or where it has Commenced Infrastructure and Stormwater Management Controls without first taking appropriate measures to leave the property in good and safe condition, (B) to cease paying taxes or assessments on any real property it owns within the Project Site, (C) to avoid the obligation to maintain in effect Adequate



Security or other financial assurances, (D) to extend the dates for performance for the Required Improvements, (E) to extend the date for Completion of the Infrastructure and Stormwater Management Controls for the Authority Housing Lot designated for satisfaction of the Replacement Housing Obligation related to demolition of the existing YBI units, or (F) to avoid or delay its Financial Obligations (except to the extent such payments are tied to the dates for the Completion of Improvements).

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

#### 24.4 Park Extension.

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

the Completion of the Infrastructure and Stormwater Management Controls serving the parks and open space.

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

(g) Attorneys' Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism ("DRM") to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys' fees for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 10(g) include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

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

(h) Notices.

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

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

Director of Public Works  
City and County of San Francisco  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Infrastructure Task Force

With copies to:

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

San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102  
Attn: Molly Petrick and John Roddy  
Reference: Treasure Island – Yerba Buena Island Project

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

Treasure Island Community Development, LLC  
c/o: Wilson Meany  
4 Embarcadero Center, Suite 3330  
San Francisco, CA 94111  
Attn: Alexandra Galovich

With copies to:

Treasure Island Community Development, LLC  
c/o: FivePoint  
1 Sansome Street, Suite 3200  
San Francisco, CA 94104  
Attn: Suheil Totah

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

(i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DDA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider’s rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DDA as “Developer” (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director’s approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to TIDA under the DDA; (2) Subdivider provides to the Director a copy of the executed DDA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits G-1 and G-2 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

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

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

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

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

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

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



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

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

12. Recording.

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

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(i).

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

corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

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

[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

By: 

Name: Sandy Goldberg

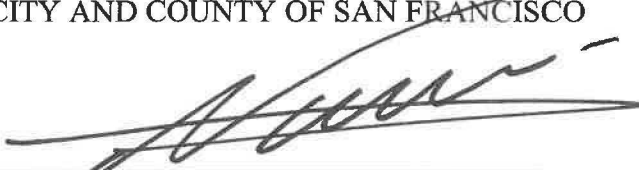
Title: Authorized Signatory

By: 

Name: Christopher Meany

Title: Authorized Signatory

CITY AND COUNTY OF SAN FRANCISCO

  
By: Mohammed Nuru

Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA

CITY ATTORNEY

  
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY

COUNTERSIGNED

By: Robert P. Beck

Its: Treasure Island Director

**NOTARY ACKNOWLEDGMENT**

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

State of California

County of San Francisco

On March 22, 2018 before me, Renee Adams, Notary Public, personally appeared Sandy Goldberg who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

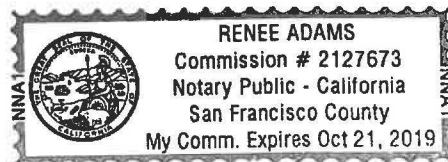
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Renee Adams

Signature of Notary Public

(Notary Seal)



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.

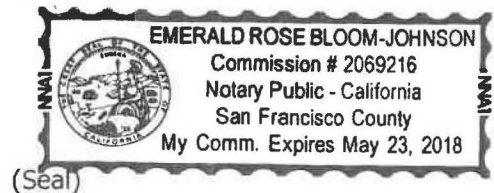
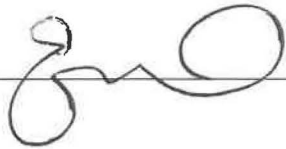
State of CALIFORNIA  
County of SAN FRANCISCO

On **March 22, 2018** before me, EMERALD ROSE BLOOM-JOHNSON, notary public, personally appeared CHRISTOPHER MEANY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



TREASURE ISLAND DEVELOPMENT AUTHORITY



By: Robert P. Beck  
Its: Treasure Island Director

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: 

Charles Sullivan  
Deputy City Attorney

985670.1

139102140.2



**CIVIL CODE § 1189**

State of California )  
County of San Francisco )  
On 3-29-18 before me, Lauren Skellen, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Robert P. Beck  
Name(s) of Signer(s)

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

 **LAUREN SKELLEN**  
Notary Public – California  
San Francisco County  
Commission # 2188411  
My Comm. Expires Mar 26, 2021

Signature \_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

Title or Type of Document: YB1 Final Map Public Improvement Agreement  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**EXHIBIT A-1**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS  
(Interim Grading for Water Tank)**

Improvement Plans and Specifications prepared by BKF Engineers entitled “Interim Grading Plan for Water Tank Area Improvement Plan Yerba Buena Island Sub-Phase 1YA & 1YB dated 04/29/16 and approved by or on behalf of the CCSF-DBI Director on 7/5/16.

**EXHIBIT A-2**

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

Improvement Plans and Specifications prepared by BKF Engineers entitled "Street Improvement Plans Permit Submittal Yerba Buena Island Sub-Phase 1YA & 1YB dated 11/20/17 and 2/23/18.

**EXHIBIT A-3**

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

Improvement Plans and Specifications prepared by BKF Engineers entitled "Sanitary Sewer Pump Station Plans Permit Submittal Yerba Buena Island Sub-Phase 1YA & 1YB dated 02/22/18.

**EXHIBIT A-4**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS  
(Water Storage and Pump System)**

Improvement Plans and Specifications prepared by BKF Engineers entitled “Treasure Island and Yerba Buena Island Water Storage and Pump System Plans Permit Submittal” dated 5/8/17 and 3/7/18.

**EXHIBIT A-5**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS  
(Interim 12kv Overhead Distribution to YBI – Off Site Improvements)**

Exhibit for Interim 12kv overhead distribution system to YBI by Power System Design dated 3/12/18 and on file with Public Works.



**EXHIBIT A-6**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS  
(Interim Gas Distribution to YBI – Off Site Improvements)**

Exhibit for the Interim Gas Distribution Route to YBI by Power System Design and dated 03/21/18 and on file with Public Works.

**EXHIBIT A-7**

**INFRASTRUCTURE PER PLANS AND SPECIFICATIONS  
(Sanitary Sewer Pump Station, Gravity and Force Main on Treasure Island)**

Improvement Plans and Specifications prepared by AGS dated 2/5/18 that include the Treasure Island Sanitary Sewer Pump Station, Gravity Sewer and Temporary Sewer Force Main to be constructed to support development of Yerba Buena Island Development. An exhibit by AGS dated 2/5/18 has been prepared and is on file with the Public Works and which depicts the system depicted in red on the Treasure Island Infrastructure Plans.

**EXHIBIT A-8**

**INFRASTRUCTURE PLANS AND SPECIFICATIONS  
(Hilltop Park)**

Improvement Plans and Specifications prepared by Hood Design Studio entitled “Yerba Buena Island Hilltop Park 95% Progress Set Yerba Buena Island Sub-Phase 1YA & 1YB dated 09/16/16.

**EXHIBIT B**

**ESTIMATED COSTS**

<b>Exhibit (A-1 through A-8)</b>	<b>Description of Improvements</b>	<b>Estimated Costs</b>
Exhibit A-1	Interim Grading for Water Tank	\$155,000
Exhibit A-2	Street Improvement Plans	\$16,700,000
Exhibit A-3	Sanitary Pump Station Plans	\$2,002,000
Exhibit A-4	Water Storage and Pump System	\$13,440,000
Exhibit A-5	Interim 12kv Overhead Distribution to YBI – Off Site Improvements	\$1,105,000
Exhibit A-6	Interim Gas Distribution to YBI – Off Site Improvements	\$875,000
Exhibit A-7	Sanitary Sewer Pump Station, Gravity and Force Main on Treasure Island	\$9,237,075
Exhibit A-8	Hilltop Park	\$6,530,000

**EXHIBIT C**

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

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

**EXHIBIT D**

**OUTSTANDING TENTATIVE MAP CONDITIONS OF APPROVAL**

<b>San Francisco Public Utilities Commission – General Conditions</b>		
<b>Condition No.</b>	<b>Condition</b>	<b>Timing / Requirement for Subdivider's Satisfaction of Condition</b>
2	City shall not issue NOC on any utility facility does not operate as part of a complete system. This requires the construction of a permanent (or temporary, if City grants an exception) force main on Treasure Island, allowing sewage to reach treatment facilities or as approved by the SFPUC General Manager.	Before requesting NOC for any facility that relies on temporary improvements, Subdivider shall document that it has complied with the terms of the letter from San Francisco Public Utilities Commission General Manager Harlan Kelly, Jr. to Mohammed Nuru, dated March 27, 2018 pertaining to the temporary sanitary sewer force main on Treasure Island.
3	The City shall not accept new permanent infrastructure that relies on existing or temporary infrastructure unless the City approves a Design Modification or an exception to the TI/YBI Subdivision Regulations.	The Director has approved exceptions to authorize acceptance of permanent improvements that rely on the temporary sanitary sewer force main on on Treasure Island, and the overhead power line running from Treasure Island to Yerba Buena Island. Prior to requesting acceptance for any improvements that rely on the temporary force main over overhead line, Subdivider shall demonstrate that it has complied with the requirements of Public Works Order No. _____ or Public Works Order No. _____, as applicable.
<b>San Francisco Public Utilities Commission – Wastewater Enterprise</b>		
2	Until SFPUC's completion of a new Wastewater Treatment Plant, and acceptance of related infrastructure as may be required by the City, under the jurisdiction of the SFPUC, TIDA will continue to be the sanitary sewer collection and treatment service provider on TI/YBI. Prior to obtaining a Final	Prior to filing a final map checkpoint for any of Final Transfer Map No. 8674 Lots 19, 21 or 23, or Temporary Certificate of Occupancy for any of the foregoing, Subdivider shall enter into an agreement with TIDA to obtain sanitary sewage treatment services for the subdivision. Until SFPUC's

	<p>Map, Subdivider shall enter into an agreement with TIDA to obtain sanitary sewage collection and treatment service for the subdivision, subject to possible transfer of service to SFPUC in the future on terms consistent with SFPUC's rules, regulations, rates, fees and charges. Approval of a tentative or final map, street improvement permit, or building permit, is not a commitment by the SFPUC for sanitary sewer collection and treatment service to the subdivision.</p>	<p>completion of a new wastewater treatment plant and acceptance of related infrastructure as may be required by the City under the jurisdiction of the SFPUC, TIDA shall be the sanitary sewer treatment service provider to the subdivision and SFPUC shall convey flows from subdivision to the existing plant. TIDA and SFPUC shall reach an accommodation for the division of costs and invoicing of customers.</p> <p>Upon completion by SFPUC of the new wastewater treatment plant and the completion and acceptance of related collection and transmission infrastructure, SFPUC shall become the provider of sanitary sewer collection and treatment services to the subdivision subject to and on terms consistent with SFPUC's rules, regulations, rates, fees and charges.</p>
3	<p>This Tentative Map shall be subject to the terms and conditions of an agreement between the TIDA and SFPUC as to the provision of wastewater/recycled water services. In the absence of such agreement, TIDA shall provide wastewater/recycled water utility service at the time of such subdivision map approval, and the City reserves the right to restrict subsequent approval of maps or permits consistent with the terms of such service.</p>	<p>The Public Improvement Agreement calls for TIDA and SFPUC to enter into a Utility Operating Agreement within 120 days of the effective date of the PIA that will include terms for the operation and maintenance of temporary wastewater improvements and the delivery of service. TIDA will continue to provide wastewater service pending completion of the new permanent wastewater treatment plant.</p>
6	<p>The Subdivider shall install a new permanent stormwater outfall, as shown in final Master Utility Plans and draft Street Improvement Plans, to SFPUC standards, and in conformance with all applicable State, Federal and other permits, prior to Subdivider request for any Notice of Completion for any portion of the upstream storm drain</p>	<p>Subdivider shall install the new permanent outfall prior to requesting NOC for any portion of the upstream sewer system as depicted in the Improvement Plans.</p>



	sewer system.	
9	The Subdivider, prior to a request for a Notice of Completion, shall provide sewer testing and inspection data to SFPUC, consistent with associated Street Improvement Plans and Specifications and Engineering Standard Specifications of San Francisco Public Works. Where testing data (i) pre-dates subsequent heavy construction in or immediately adjacent to the sewer of interest, or (ii) pre-dates the request for a Notice of Completion by more than six months, the Subdivider will be required to provide current testing and inspection data in conjunction with request for Notice of Completion.	Subdivider shall provide the required sewer testing and inspection data to SFPUC prior to requesting NOC for any component of YBI Required Infrastructure that includes sanitary sewer for which Subdivider will seek acceptance.
<b>Public Works: Bureau of Street Use and Mapping – Subdivision and Mapping Section</b>		
2	Prior to approval of a Final Map for development, Subdivider shall provide to Public Works for its review, approval and recordation with the respective Final Map, Declarations of Restrictions, CC&R's or other approved documents in association with this subdivision pursuant to the Davis-Stirling Act that reserve all necessary nonexclusive easements for private streets, public utility easements or private utility access easements for pedestrian and vehicular ingress and egress, emergency vehicular access and any necessary emergency exiting and/or public utility purposes, and a restrictive covenant that prohibits any permanent improvements (except those improvements shown on the Improvement Plans or otherwise approved by the City for placement in the private streets or public utility easements that may act in any manner to obstruct those portions of such private streets, public utility easements or private utility access easements on such maps that are determined by the San	Subdivider shall provide CC&RS or other approved documents as described by the condition prior to submittal of a Final Map checkprint for any map that includes Lots 19, 21 or the remainder of Lot 23 of Final Transfer Map No. 8674.

	<p>Francisco Fire Department or the City Department of Building Inspection to be necessary for emergency vehicular ingress and egress and emergency exiting purposes or the City Public Utility Commission to be necessary for clearance and access to maintain such public utilities. The City shall be a third-party beneficiary to the restrictive covenant entitling the City to enforce its terms and requiring City approval before any amendment can be made to such restrictive covenant. CCR's shall address the maintenance of private streets and private open space. The Director may defer the timing requirement herein until prior to the first TCO, provided this is addressed to the Director's satisfaction in an amended PIA.</p>	
11	<p>The number of residential condominium units within the subdivision shall not exceed 300. The number and identity of units within each lot and tax parcel shall be clearly shown on the Final Map.</p>	<p>Any Final Map Checkprint that includes Lots 1, 2, 4, 5 and/or 6 shall include the number of proposed condominiums, if any.</p>
16	<p>If private streets and if required EVAE agreements to be used for fire protection, then Emergency Vehicle Access Easements (EVAE) shall be required to be dedicated to the City. The EVAEs shall be reviewed and approved by SFFD and City Attorney's Office prior to Final Map Checkprint submittal, and shall be executed and submitted with the mylar of the Final Map.</p>	<p>For any parcel that includes private streets and requires an EVAE, Subdivider shall provide such EVAE prior to submittal of a Final Map Checkprint for a map including such parcel.</p>
30	<p>If the Final Map including Lot 2 shows access from that lot to Macalla Road, Subdivider shall, prior to Final Map approval, demonstrate through improvement plans how such access will be engineered. The City, Subdivider, and TIDA recognize that the dimensions of Lots 7 and 8 may be adjusted on that Final Map to accommodate such access.</p>	<p>Prior to submittal of a Final Map Checkprint that includes Lot 2, and assuming said map provides for access to Lot 2 from Macalla Road, Subdivider shall demonstrate through the improvement plans how such access will be engineered.</p>

31	The Final Map including Lot 4, shall provide for access from that lot to Yerba Buena Road.	Prior to submittal of a Final Map Checkprint that includes Lot 4, Subdivider shall demonstrate that access to Lot 4 is provided from Yerba Buena Road.
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## **EXHIBIT E**

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

1. Developer Request Letter for Determination of Completeness ("DOC")
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports ("NCR")
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. NOC Recommendation from Public Works

**EXHIBIT F**

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

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

**EXHIBIT G-1**

**PERFORMANCE BOND**

**(To be Attached)**

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)**

**Interim Grading for Water Tank Area Improvement Plan Yerba Buena Island Sub-Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated MARCH 29 2018 and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **U.S. Specialty Insurance Company**, as Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** (hereafter called “**City of San Francisco**”) in the penal sum of **One Hundred Fifty Five Thousand and no/100 Dollars (\$155,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

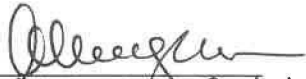
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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



IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**“PRINCIPAL”**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Gabovich  
Title: Vice President

By:   
Name: RYAN HAUCK  
Title: VICE PRESIDENT

**“SURETY”**

**U.S. Specialty Insurance Company**

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

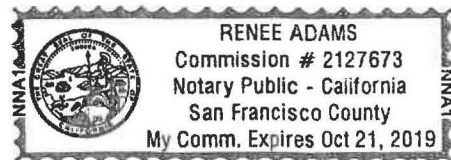
STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

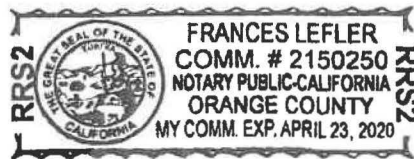
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$30,000,000\*\*)

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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

*[Signature]*

(Seal)

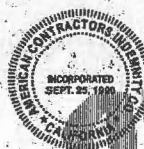


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still 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 6th day of MAR 26 2018

Corporate Seals

Bond No. 1001085577  
Agency No. 19261



Kio Lo, Assistant Secretary

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)  
Street Improvement Plans Permit Submittal, Yerba Buena Island Sub-Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement ("**Agreement**"), dated MARCH 29 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **U.S. Specialty Insurance Company**, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of **Sixteen Million Seven Hundred Thousand and no/100 Dollars (\$16,700,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

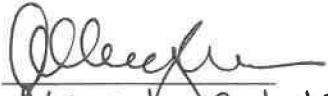
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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

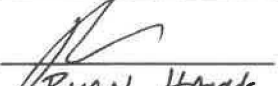


IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: RYAN HAMIK  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770



**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

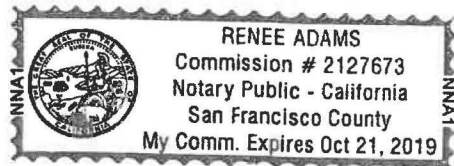
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

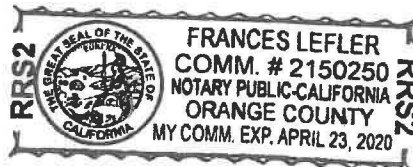
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# 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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00)**.

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 MAR 26 2018 day of MAR 26 2018.

Corporate Seals

Bond No.

**1001085578**

Agency No.

**19261**



**Kio Lo, Assistant Secretary**

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)**

**Sanitary Sewer Pump Station Plans Permit Submittal, Yerba Buena Island Sub-Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement ("**Agreement**"), dated MARCH 29 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **U.S. Specialty Insurance Company**, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of **Two Million Two Thousand and no/100 Dollars (\$2,002,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By: 

Name: Alexandra Galovich

Title: Vice President

By: 

Name: RYAN HAWICK

Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**



ACKNOWLEDGMENT

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STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

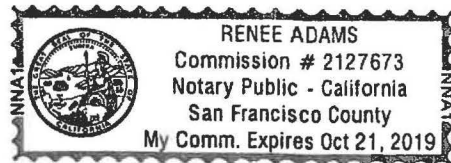
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

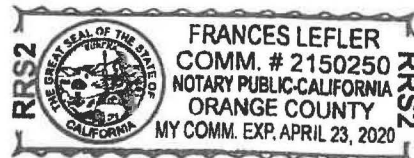
(here insert name and title of the officer)

personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same  
in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument  
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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: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# 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, Jennifer Anaya, Frances Leffer, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$30,000,000.00).

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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

*[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 6 day of MAR 26 2018.

Corporate Seals

Bond No. 1001085579  
Agency No. 19261



Kio Lo, Assistant Secretary

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)  
Treasure Island and Yerba Buena Island Water Storage and Pump System Plans Permit Submittal**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement ("**Agreement**"), dated MARCH 29 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **U.S. Specialty Insurance Company**, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of **Thirteen Million Four Hundred Forty Thousand and no/100 Dollars (\$13,440,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

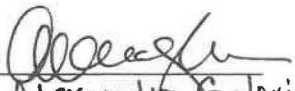
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included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

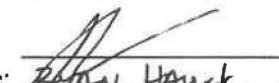
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Gialovich  
Title: Vice President

By:   
Name: RYAN HAWK  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

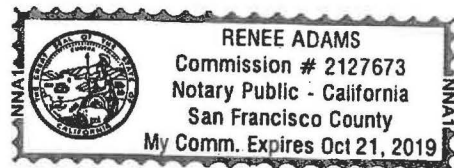
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

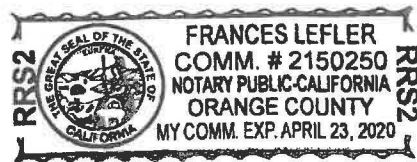
On MAR 26 2018 before me, Frances Lefler Notary  
Public, (here insert name and title of the officer)  
Date

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



# 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, Jennifer Anaya, Frances Leffer, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00)\*\*

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 1st day of MAR 26 2018

Corporate Seals

Bond No. 1001085580  
Agency No. 19261



Kio Lo, Assistant Secretary

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)  
Yerba Buena Island 12kV System**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement ("**Agreement**"), dated MARCH 29 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **Westchester Fire Insurance Company**, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of **One Million One Hundred Five Thousand and no/100 Dollars (\$1,105,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

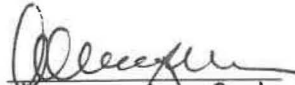
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included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


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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexander Galovich  
Title: Vice President

By:   
Name: RYAN HANCK  
Title: VICE PRESIDENT

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

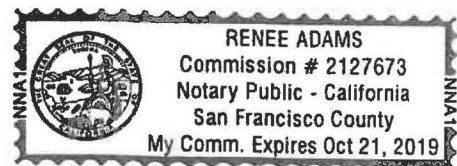
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary Public,

Date

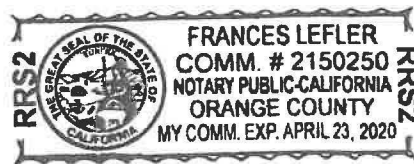
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

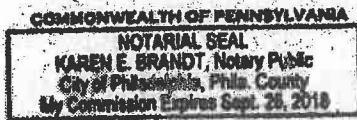
WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*

Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



*Karen E. Brandt*  
Notary Public

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

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

MAR 25 2018



*Dawn M. Chioros*  
Dawn M. Chioros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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



**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)  
Yerba Buena Island Improvements, YBI Permit - Interim PG&E Gas Line Connection**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated **MARCH 29 2018**, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **Westchester Fire Insurance Company**, as Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** (hereafter called “**City of San Francisco**”) in the penal sum of **Eight Hundred Seventy Five Thousand and no/100 Dollars (\$875,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

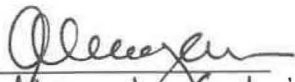
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed thereunder, or the specifications accompanying the Agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice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

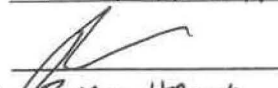


IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: RYAN HAWK  
Title: VICE PRESIDENT

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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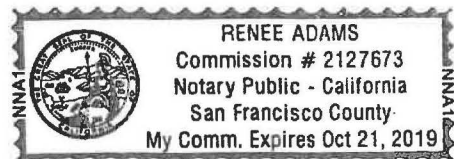
STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

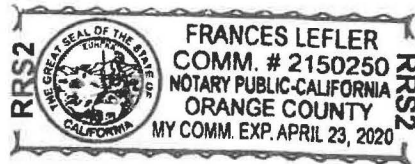
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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


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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



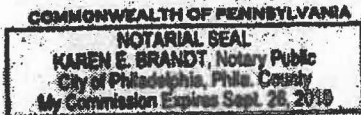
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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

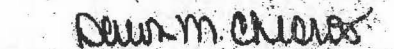


  
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_\_ day of **MAR 26 2018** 20\_\_\_\_\_



  
Dawn M. Chioros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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



**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)  
YBI Permit - Sanitary Sewer**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as "**Principal**") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement ("**Agreement**"), dated MARCH 29 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and **U.S. Specialty Insurance Company**, as Surety ("**Surety**"), are held and firmly bound unto the **City and County of San Francisco** (hereafter called "**City of San Francisco**") in the penal sum of **Nine Million Two Hundred Thirty Seven Thousand Seventy Five and no/100 Dollars (\$9,237,075.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By: 

Name: Alexandra Gzlowich

Title: Vice President

By: 

Name: Ryan Hauck

Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document  
Title or Type of Document: Exhibit F-1 Number of Pages: 3  
Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary Public,

Date

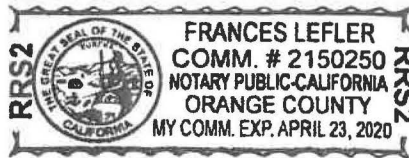
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# 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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 MAR 26 2018 day of

Corporate Seals

Bond No. 100108550  
Agency No. 19261



Kio Lo, Assistant Secretary

**Exhibit F-1**

**(Form: Faithful Performance Bond – YBI Required Infrastructure)**

**Hilltop Park, Yerba Buena Island Sub Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated MARCH 19 2018, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, Principal and Westchester Fire Insurance Company, as Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** (hereafter called “**City of San Francisco**”) in the penal sum of Six Million Five Hundred Thirty Thousand and no/100 Dollars (\$6,530,000.00) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

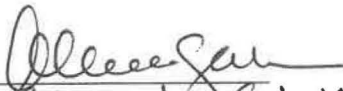
As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City of San Francisco in successfully enforcing the obligation, all to be taxed as costs and included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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: Ryan Hawk  
Title: Vice President

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**  
**(Agreement)**



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-1 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26, 2018 before me, Frances Lefler Notary  
Public,

Date

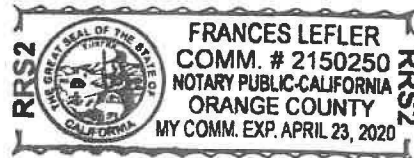
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

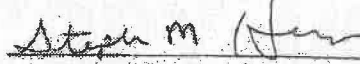
Does hereby nominate, constitute and appoint Christina Johnson, Ellen Bell, Erik Johansson, Françoise Löffler, James W. Johnson, Jennifer Anaya, Melissa Lopez all of the City of TUSTIN, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute,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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



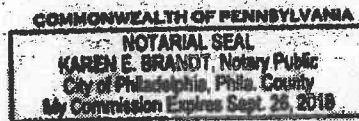
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



  
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this MAR 26 2018 day of 20



  
Dawn M. Chioros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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**EXHIBIT G-2**

**LABOR AND MATERIALS BOND**

**(To be Attached)**

Bond No. 1001085577

Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)**

**Interim Grading for Water Tank Area Improvement Plan Yerba Buena Island Sub-Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Seventy Seven Thousand Five Hundred and no/100 Dollars (\$77,500.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

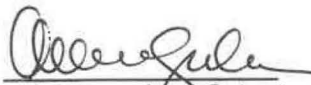
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**


TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: Ryan Hawck  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

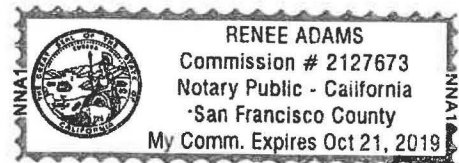
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

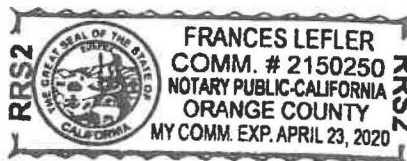
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_



# 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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00)**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

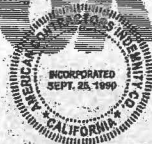
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any, and all consents for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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 26 day of

**MAR 26 2018**

Corporate Seals

Bond No. **1001095577**  
Agency No. **19261**



**Kio Lo, Assistant Secretary**



Bond No. 1001085578  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Eight Million Three Hundred Fifty Thousand and no/100 Dollars (\$8,350,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

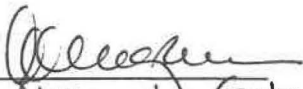
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

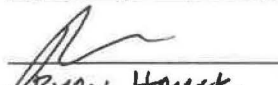
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration,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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**


TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: RYAN HAWK  
Title: VICE PRESIDENT

**"SURETY"**

**U.S. Specialty Insurance Company**

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document \_\_\_\_\_

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

**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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 26 day of MAR 26 2018.

Corporate Seals

Bond No. 100100557B  
Agency No. 19261



**Kio Lo, Assistant Secretary**



Bond No. 1001085579

Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
Sanitary Sewer Pump Station Plans Permit Submittal, Yerba Buena Island Sub-Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **One Million One Hundred and no/100 Dollars (\$1,001,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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


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


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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Babovich  
Title: Vice President

By:   
Name: RYAN HAUCK  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770



**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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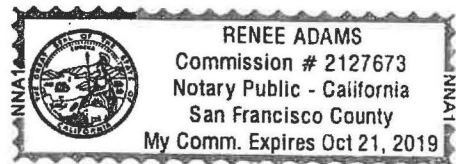
STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

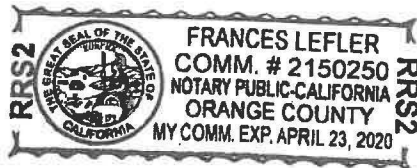
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

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, Jennifer Anaya, Frances Lefler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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 Dollars (\$30,000,000.00)**

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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

*[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 26 day of MAR 2018.

Corporate Seals

Bond No. 1001085579  
Agency No. 19261



Kio Lo, Assistant Secretary

Bond No. 1001085580  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
Treasure Island and Yerba Buena Island Water Storage and Pump System Plans Permit Submittal**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Six Million Seven Hundred Twenty Thousand and no/100 Dollars (\$6,720,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

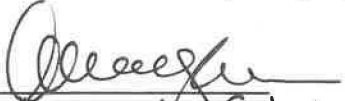
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**


TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovick  
Title: Vice President

By:   
Name: RYAN HAWICK  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By:   
Its: Erik Johansson, Attorney-in-Fact

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

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**  
**(Agreement)**



ACKNOWLEDGMENT

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

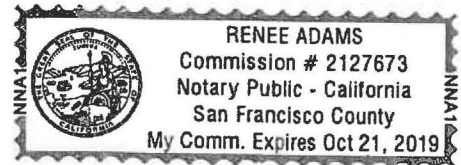
STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

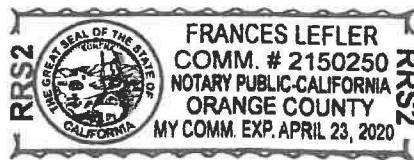
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

**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, Jennifer Anaya, Frances Lester, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$ 30,000,000.00 \*\*)

This Power of Attorney shall expire without further action on November 3, 2019. 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 or retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



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.

State of California

County of Los Angeles    SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 MAR 26 2018 day of MAR 26 2018.

Corporate Seals

Bond No.

1001085500

Agency No.

19261



**Kio Lo, Assistant Secretary**

Bond No. K13533003  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
Yerba Buena Island 12kV System**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Five Hundred Fifty Two Thousand Five Hundred and no/100 Dollars (\$552,500.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

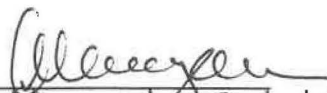
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

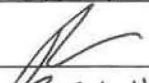
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration,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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

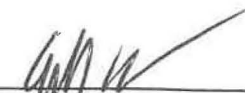
TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: RYAN HAUCK  
Title: VICE PRESIDENT

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

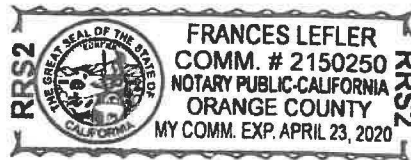
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



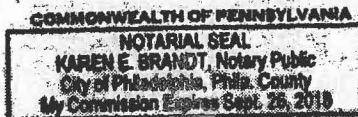
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_\_ day of **MAR 26 2018** 20



Dawn M. Chiores, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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





Bond No. K13532990  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
Yerba Buena Island Improvements, YBI Permit - Interim PG&E Gas Line Connection**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Four Hundred Thirty Seven Thousand Five Hundred and no/100 Dollars (\$437,500.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

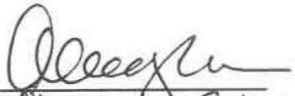
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

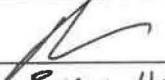
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration,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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Gzlonich  
Title: Vice President

By:   
Name: RYAN HAWICK  
Title: VICE PRESIDENT

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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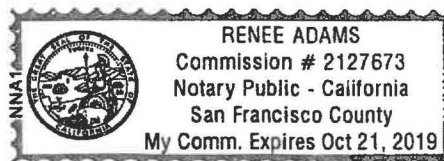
STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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)  
Signature of Notary Public



OPTIONAL

Description of Attached Document \_\_\_\_\_  
Title or Type of Document: Exhibit F-2 Number of Pages: 3  
Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

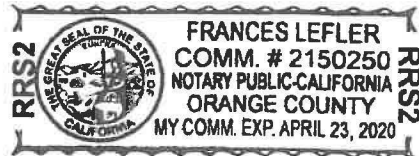
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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


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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



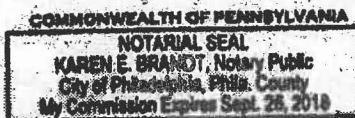
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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

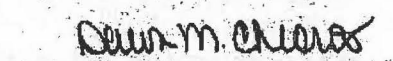


  
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this MAR 26 2018 day of 20



  
Dawn M. Chiores, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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



Bond No. 1001085581  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
YBI Permit - Sanitary Sewer**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Four Million Six Hundred Eighteen Thousand Five Hundred Thirty Seven and 50/100 Dollars (\$4,618,537.50)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

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

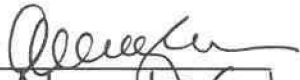
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or the specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration,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

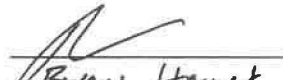


IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**


TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Galovich  
Title: Vice President

By:   
Name: RYAN HAWCK  
Title: VICE PRESIDENT

**"SURETY"**

U.S. Specialty Insurance Company

By:   
Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

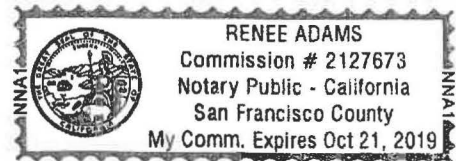
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

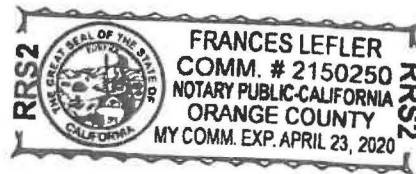
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# 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, Jennifer Anaya, Frances Leffler, Ellen Bell, Melissa Lopez  
or James W. Johnson 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\*\*\*\*\* Dollars (\$30,000,000.00\*\*)

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016:

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

Corporate Seals



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.

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, 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 26 day of MAR 26 2018.

Corporate Seals

Bond No 1001085501  
Agency No 19261



Kio Lo, Assistant Secretary

Bond No. K13533015  
Premium: Included in cost of  
Performance bond.

**Exhibit F-2**

**(Form: Labor & Materials Bond – YBI Required Infrastructure)  
Hilltop Park, Yerba Buena Island Sub Phase 1YA & 1YB**

Whereas, the City and County of San Francisco, State of California, and **Treasure Island Series 1, LLC** (hereinafter designated as “**Principal**”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Yerba Buena Island Public Improvement Agreement (“**Agreement**”), dated \_\_\_\_\_ 201\_, and identified as YBI Required Infrastructure; and

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

Now, therefore, we, the Principal and the undersigned as corporate Surety (“**Surety**”), are held and firmly bound unto the **City and County of San Francisco** and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the Agreement and referred to in Title 15 of the Civil Code in the sum of **Three Million Two Hundred Sixty Five Thousand and 00/100 Dollars (\$3,265,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount set forth. If suit is brought on this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by the City and County of San Francisco, in successfully enforcing the obligation, to be awarded and fixed by the Court, to be taxed as costs, and to be included in the judgment rendered.

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

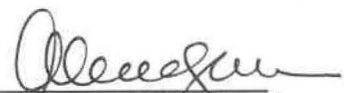
If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**"PRINCIPAL"**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:   
Name: Alexandra Gabrich  
Title: Vice President

By:   
Name: Ryan Hawk  
Title: VICE PRESIDENT

**"SURETY"**

Westchester Fire Insurance Company

By: 

Its: Erik Johansson, Attorney-in-Fact

Address: c/o Performance Bonding

Surety & Insurance Brokerage, L.P.

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

Telephone: (714) 824-8364

Facsimile: (714) 573-1770



**Attachment A**

**(Agreement)**

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
 ) SS.:  
COUNTY OF San Francisco )

On March 27, 2018 before me, Renee Adams, a  
Notary Public, personally appeared Ryan Hauck and Alexandra Galovich,  
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.

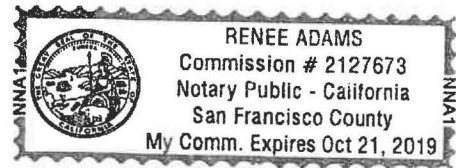
WITNESS my hand and official seal.

Signature

Renee Adams

(Seal)

Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document: Exhibit F-2 Number of Pages: 3

Document Date: \_\_\_\_\_ Other: Erik Johansson Other Signer

## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date \_\_\_\_\_

(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Yell (Seal)

### OPTIONAL

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

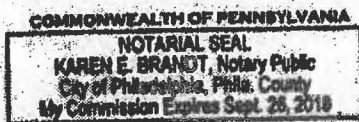
WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*

Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



*Karen E. Brandt*  
Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this \_\_\_\_\_ day of **MAR 26 2018**



*Dawn M. Chloros*  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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



**EXHIBIT G-3**

**MONUMENT BOND**

**(To be Attached)**

**FAITHFUL PERFORMANCE BOND**

**Final Map No. 9228 Required Survey Monuments**

**WHEREAS**, the Board of Supervisors of the City and County of San Francisco, State of California, and Treasure Island Community Development, LLC, a California limited liability company, (hereafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, entitled Public Improvement Agreement (Yerba Buena Island) dated MARCH 29, 2018 and identified as Final Map No. 9228 Survey Monuments, for the work described in and required by such agreement, is hereby referred to and made a part hereof; and

**WHEREAS**, Principal is required under the terms of the agreement to furnish a bond for the faithful performance of the agreement;

**NOW, THEREFORE**, we, Principal and **Westchester Fire Insurance Company**, as Surety, are held and firmly bound unto the City and County of San Francisco (hereafter "City of San Francisco") in the penal sum of **Thirty Thousand and no/100 Dollars (\$30,000.00)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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


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

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

In witness whereof, this instrument has been duly executed by Principal and Surety on March 26, 2018.

**“PRINCIPAL”**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By: 

Name: Alexandra Galovich  
Title: Vice President

Address: 4 Embarcadero Center  
Suite 3330  
San Francisco CA 94111

Telephone: 415-905-5367

Facsimile: \_\_\_\_\_

Email: agalovich@wilsonmeany.com

**“SURETY”**

**Westchester Fire Insurance Company**

By: 

Name: Erik Johansson  
Its: Attorney-in-Fact

Address: c/o Performance Bonding  
Surety & Insurance Brokerage, L.P.  
15901 Red Hill Avenue, Suite 100  
Tustin, CA 92780

Telephone: (714) 824-8364

Facsimile: (714) 573-1770

Email: ejohansson@performancebonding.com



**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 March 27, 2018 before me, Renee Adams, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Alexandra Galovich  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Renee Adams  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Faithful Performance Bond Document Date: \_\_\_\_\_  
 Number of Pages: 2 Signer(s) Other Than Named Above: Erik Johansson

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

Signer's Name: Alexandra Galovich  
☒ Corporate Officer — Title(s): Vice President  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Treasure Island Series I, LLC

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On MAR 26 2018 before me, Frances Lefler Notary  
Public,

Date

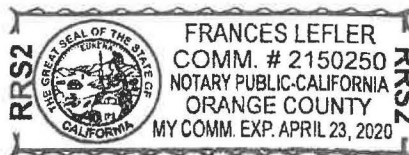
(here insert name and title of the officer)

personally appeared Erik Johansson

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

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

WITNESS my hand and official seal.



Signature: Frances Lefler (Seal)

\_\_\_\_\_ OPTIONAL \_\_\_\_\_

Description of Attached Document

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

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

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

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

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

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

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

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of July 2017



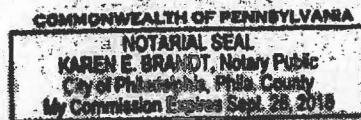
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 17 day of July, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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



Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this MAR 26 2018 day of 20



Dawn M. Chiores, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 14, 2019.

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



**EXHIBIT H**

**FORM NOTICE OF TERMINATION**

RECORDING REQUESTED BY:

Bruce Storrs  
City and County Surveyor  
Department of Public Works  
875 Stevenson Street, 4th Floor  
San Francisco, CA 94103

WHEN RECORDED MAIL TO:

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

---

Space Above This Line for Recorder's Use

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

Insert Date

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

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

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein is subject to certain public improvement and maintenance obligations relating to Final Map No. 9228, recorded \_\_\_\_\_ 2018 in the Official Records of the City, as Document No. ). Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of the Department of Public Works based on \_\_\_\_\_. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

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

OWNER

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

**[Note owners signatures need to be notarized.]**

APPROVED

Department of Public Works [or other affected Department]

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

APPROVED AS TO FORM

Dennis J. Herrera, City Attorney

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

John Malamut  
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

Beginning at a point . . . .

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

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  
1155 Market Street, 3rd Floor  
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  
(YERBA BUENA ISLAND)**

This FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT (YERBA BUENA ISLAND) ("**First Amendment**") dated for reference purposes only as of May \_\_, 2020, 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 COMMUNITY DEVELOPMENT, LLC, a California limited liability company, its successors and assigns ("**Subdivider**").

**RECITALS**

A. On December 9, 2016, the Director conditionally approved Tentative Map No. 9228 pursuant to Public Works Order No. 186,703. Public Works Order No. 186,703 included the Director's Conditions of Approval for the Tentative Map.

B. The Board of Supervisors approved Final Map No. 9228 pursuant to Motion No. M18-046 on April 10, 2018 and authorized the Director to enter into the Public Improvement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official Records ("**Original Agreement**").

C. The Original Agreement describes Subdivider's obligations to complete public improvements to serve the development on Yerba Buena Island on or before April 19, 2020, subject to extension. Pursuant to the Original Agreement, Subdivider provided security to City to secure its obligations to complete YBI Required Infrastructure, as defined in the Original Agreement.

D. YBI Phase 1 Investors, LLC, submitted an application for a tentative map to merge and resubdivide portions of lots created by Final Map No. 9228 and Final



Transfer Map No. 8674, recorded December 7, 2015, in Book FF of Survey Maps at pages 177-192 of Official Records, which tentative map was assigned number 9856 (**“Tentative Map No. 9856”**), on November 17, 2018. The Director approved Tentative Map No. 9856 on January 15, 2019, pursuant to Public Works Order No. 200495.

E. Subdivider seeks approval of a phased final map for a portion of the Tentative Map No. 9856 area, which phased final map is entitled **“Final Map No. 9856”** (**“Map No. 9856”**). Portions of the YBI Required Infrastructure are within Map No. 9856.

F. TIDA intends to offer the areas designated Exhibits I and L (**“Signal Road”**) as listed on Table A on Sheet 4 and shown on Sheet 8 of Map No. 9856 to the City for acceptance as a dedicated public right-of-way. Although it is the intent of the Parties for the City to designate Signal Road as open public right-of-way upon its completion, TIDA will maintain the roadway unless and until the City accepts Signal Road for maintenance and liability. In addition, Subdivider will complete YBI Required Infrastructure within, and adjacent to, the proposed right-of-way and dedicate those improvements for acceptance by City.

G. Under the Project’s Infrastructure Plan (Exhibit FF to the DDA) as originally approved, Signal Road was not identified as a future public right-of-way. In addition, TIDA, City and Subdivider determined that the Infrastructure Plan should be amended to reconcile provisions of that plan with current designs for the area shown as Macalla Road (Lot B) on Final Map No. 9228. As a result, TIDA and Subdivider initiated procedures to amend the Infrastructure Plan to reflect these changes. TIDA determined that the amendments were non-material in a letter dated May 4, 2020, and the Mayor concurred with that determination by countersignature dated May 12, 2020. TIDA approved the Infrastructure Plan amendments on May 29, 2020. In addition to the foregoing, Subdivider requested exceptions from the Subdivision Regulations to facilitate the dedication of Signal Road and associated YBI Required Infrastructure. The Director approved the requested exceptions on May \_\_, 2020 pursuant to Public Works Order No. \_\_\_\_\_.

H. This First Amendment modifies the Original Agreement to account for the dedication of Signal Road as a public right-of-way and the dedication of associated YBI Required Infrastructure. Further, this First Amendment addresses Subdivider’s obligation to complete additional infrastructure on YBI to service the subdivision, including YBI Required Infrastructure and privately-owned infrastructure within the Map No. 9856 subdivision.

I. Subdivider has not completed the YBI Required Infrastructure associated with Final Map No. 9228 pursuant to the Original Agreement or the YBI Required Infrastructure associated with Map No. 9856. With respect to the former, Subdivider has commenced work on the improvements including remedial grading and geotechnical work, installation of stormdrain and sanitary sewer, construction of a pump station and

water tanks and other work and is making diligent progress toward completion as of the date of this First Amendment.

J. Condition F.1 of the conditions of approval associated with Tentative Map No. 9856 (“**2019 Conditions of Approval**”) provides for an amendment to the Original Agreement to address additional YBI Required Infrastructure beyond that contemplated by the Original Agreement.

K. The Original Agreement states that the intention of the City and TIDA is to execute the Utility Operating Agreement pertaining to the Temporary Force Main within 120 days of the effective date of the Original Agreement. The Utility Operating Agreement was not executed subsequent to the Original Agreement. The City and TIDA no longer intend to execute the Utility Operating Agreement, and the Parties acknowledge that the Utility Operating Agreement is not required to satisfy any condition of approval.

L. In order to permit approval and recordation of Map No. 9856, to facilitate the Signal Road dedication, to address the 2019 Conditions of Approval, to extend the time for Subdivider’s completion of the YBI Required Infrastructure associated with Final Map No. 9228 pursuant to the Original Agreement, and to reflect the anticipated completion of the Utility Operating Agreement, 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 Sections and Exhibits.

- a. Exhibit A-9 - Plans and Specifications. Attachment 1 attached hereto shall be incorporated as new “Exhibit A-9” of the Original Agreement. For avoidance of doubt, the definitions of “Plans and Specifications” and “YBI Required Infrastructure,” per Recital E of the Original Agreement, are by this incorporation revised to include the facilities shown on Exhibit A-9.
- b. Exhibit B - Estimated Costs. Exhibit B to the Original Agreement is hereby replaced in its entirety by Attachment 2 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-9.

- c. Recital E. Recital E of the Original Agreement is hereby deleted and replaced with the following:

E. Pursuant to the DDA, Subdivider is obligated to construct horizontal infrastructure and public improvements on the Street and Utilities Lots as well as public park and open space improvements on certain lots that are, and will continue to be, owned in fee by TIDA (“**Open Space Lots**”). The infrastructure and public improvements contemplated for the Property are described in the Treasure Island Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DDA and as may be amended from time to time, and the Treasure Island and Yerba Buena Island Streetscape Master Plan approved by TIDA on February 10, 2015, as may be amended from time to time (the “**Streetscape Master Plan**”), and the Tentative and Final Maps. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the “**YBI Required Infrastructure**”). Specific portions of the YBI Related Infrastructure will upon completion be owned by TIDA (the “**TIDA Infrastructure**”) and others by the City (the “**City Infrastructure**”). The Plans and Specifications additionally provide for City Infrastructure and TIDA Infrastructure, including without limitation infrastructure located in the public right-of-way, that shall be owned by the City or TIDA and operated and maintained in perpetuity by the Subdivider, fronting property owner, or other private entity approved by the City (the “**Privately Maintained Public Infrastructure**”). The Plans and Specifications also provide for portions of the YBI Required Infrastructure to be owned, operated, and maintained by the Subdivider, fronting property owner, or other private entity approved by the City (“**Private Infrastructure**”). There also are public improvements that are temporary, shall be owned by the Subdivider, and shall be Subdivider’s responsibility for purposes of maintenance and operation (“**Temporary Facilities**”). These Temporary Facilities include a temporary force main (“**Temporary Force Main**”) and a temporary overhead electrical line (“**Temporary Overhead Line**”) on Treasure Island. The forms of infrastructure mentioned above collectively comprise the YBI Required Infrastructure and the estimated costs of completing the YBI Required Infrastructure are described in Exhibit B hereto (the “**Estimated Costs**”). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works (“**Public Works**”).

- d. Section 2(b) (Completion). Section 2(b) of the Original Agreement is hereby deleted and replaced with the following:

Subdivider shall complete: (i) the YBI Required Infrastructure described in Exhibits A1- through A-7 (Interim Grading for Water Tank, Street Improvement Permit, Sanitary Pump Station, Water Storage and Pump System, Interim 12kv Overhead Distribution to YBI, Interim Gas Distribution to YBI and Sanitary Sewer Pump Station, Gravity and Force Main on Treasure Island) by December 31, 2021; the YBI Required Infrastructure associated with the Hilltop Park (Lots E, F, H and I), a portion of Final Map No. 9228, as described in Exhibit A-8, by April 19, 2022; and (iii) the YBI Required Infrastructure associated with Map No. 9856 within two (2) years of the date of recordation of Map No. 9856. The time periods described in this Section 2(c) may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

- e. Section 3(f) (Map No. 9856 Security). Section 3 of the Original Agreement is hereby amended to include the following as a new Section 3(f):
  - (i) As a condition of releasing Map No. 9856 for recording, Subdivider has provided the Director with the following: (i) a performance bond in the amount of Three Million Seven Hundred Sixty-Seven Thirteen Dollars (\$3,767,013) (100% of estimated “hard” cost of completion of the construction and installation of YBI Required Infrastructure required for Map No. 9856 as determined by the Director) to secure satisfactory performance of Subdivider’s obligations, and (ii) a payment bond in the amount of One Million Eight Hundred Eighty-Three Thousand Five Hundred Six Dollars and Fifty Cents (\$1,883,506.50) (50% of the estimated cost of completion of the YBI Required Infrastructure required for Map No. 9856 as determined by the Director) as guarantee of payment for the labor, materials, equipment and services required for said infrastructure. This Security is in addition to Security the City holds for YBI Required Infrastructure pursuant to the Original Agreement.
  - (ii) The Security described in this Section 3(f) for YBI Required Infrastructure required for Map No. 9856 shall be used for the purposes described in Section 3(d) and subject to the release provisions described in Sections 5(a), 5(b) and 5(c), and with respect to Private Infrastructure Section 6(e) shall apply.
- f. Section 6(e): Section 6(e) is hereby deleted and replaced with the following:

Subdivider shall not offer for dedication the Temporary Facilities and Private Infrastructure. This infrastructure shall be owned, operated and maintained by Subdivider, unless the City, at its sole discretion, decides to accept Temporary Facilities at a future date. The Private Infrastructure and Temporary Facilities are integral components of the YBI Required Infrastructure and are necessary components of a fully-functional utility system on YBI. Promptly upon Subdivider's request, the City shall inspect the Private Infrastructure and Temporary Facilities and the City shall issue a Certificate of Conformity for Private Infrastructure and Temporary Facilities that meet the standard for such set forth in Section 5 above. The Subdivider shall obtain a Certificate of Conformity for the Temporary Facilities and Private Infrastructure prior to City and/or TIDA Acceptance of the YBI Required Infrastructure (or portions or components thereof); provided, however, that the Director, in consultation with TIDA and any affected City department, may grant an exception to this requirement on a case by case basis. Notwithstanding any other provision of this Agreement, the Security associated with the Private Infrastructure, or any portion thereof, shall be fully released promptly after the issuance of a Certificate of Conformity, unless the City or TIDA has agreed to Accept such Private Infrastructure, in which case the provisions of Sections 5(c), 7 and 9 shall apply.

2. Miscellaneous Provisions.

a. Signal Road.

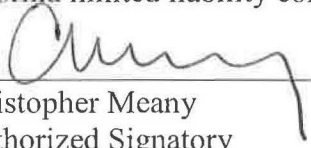
- i. Map No. 9856 includes an easement over Lot C for utility purposes and an easement (the "**Signal Road Easement**") over the areas designated Exhibits I and L (as listed on Table A on Sheet 4 of the Map) (all together, "**Access Easement Area**") from TIDA to City for public access and an offer of the Access Easement Area in dedication as a public right of way. The Signal Road Easement is also described in a separate instrument recorded concurrent with Map No. 9856, the terms of which provide that the City may, but is not obligated to, accept Signal Road as a public street for purposes of maintenance and liability. The terms of the Signal Road Easement provide that at all times after the City issues a Notice of Completion for the YBI Required Infrastructure within the Access Easement Area, TIDA, as the fee owner, shall maintain Signal Road unless and until the Board of Supervisors accepts Signal Road as a public street for purposes of maintenance and liability. During this period, pursuant to the Signal Road Easement, Signal Road will be subject to City jurisdiction, rules and regulations governing rights of way. In the event of any variance between the terms of this Agreement and the terms of the Signal Road Easement, the Signal Road Easement shall govern.

- ii. All YBI Required Infrastructure within Signal Road will be City Infrastructure. Subdivider's Offers of Dedication associated with Map No. 9856 shall reflect this.
- b. Private Roads. The YBI Required Infrastructure includes certain improvements within private streets on Map No. 9856 Lots 001 and 002, which private streets are not offered for dedication to the City on Map No. 9856. All such improvements within these private streets will be Private Infrastructure except for electric service facilities and the trench housing them, which shall be City Infrastructure. Subdivider's Offers of Dedication associated with Map No. 9856 shall reflect this.
- c. Continuing Effect. Except as otherwise expressly amended in Section 1 of this First Amendment, all of the terms and conditions of the Original Agreement remain in full force and effect.
- d. 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. 9856 and Final Map No. 9856, respectively, in addition to the definition given these terms in the Original Agreement.
- e. 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.
- f. 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 14(m) thereof.
- g. Other Definitions. All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Original Agreement.
- h. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original.
- i. 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 COMMUNITY DEVELOPMENT, LLC,  
A California limited liability company

By:   
Christopher Meany  
Authorized Signatory



**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 June 5, 2020 before me, Renee Adams, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Christopher Meany  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Renee Adams  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** First Amendment to Public

Title or Type of Document: Improvement Agreement Document Date: \_\_\_\_\_

Number of Pages: 11 Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Christopher Meany

- ☒ Corporate Officer — Title(s): Authorized Signatory  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Treasure Island Community Development, LLC

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

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CITY AND COUNTY OF SAN FRANCISCO

---

By: Alaric Degrafinried  
Its: Acting Director of Public Works


APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

---

John D. Malamut  
Deputy City Attorney

TREASURE ISLAND DEVELOPMENT AUTHORITY



---

By: Robert P. Beck  
Its: Treasure Island Director

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

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of San Francisco )

On 06/08/2020 before me, Simarjit Manhas, Notary Public  
(here insert name and title of the officer)

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

Simarjit Manhas

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of First Amendment to Public Improvement Agreement, containing 11 pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

☒ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s) \_\_\_\_\_

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Attachment 1

(Exhibit A-9)

Map No. 9856 Improvements

<b>Plan Set Descripting Improvements</b>	<b>Date of Plan Set</b>
201 Macalla Road Site Permit Application	August 10, 2018
Parcel 3Y Building Permit Application Plans	May 3, 2019
Parcel 4Y Building Permit Application Plans	May 3, 2019
Forest Road Building Permit Application Plans	March 3, 2020
Yerba Buena Island Stage 1 Street Improvement Permit - Instructional Bulletin No. 7 - Signal Road	March 27, 2020
Yerba Buena Island Stage 1 Street Improvement Permit - Instructional Bulletin No. 8 - Macalla Road	February 7, 2020

Attachment 2

(Exhibit B)

**ESTIMATED COSTS**

<b>Exhibit (A-1 through A-9)</b>	<b>Description of Improvements</b>	<b>Estimated Costs</b>
Exhibit A-1	Interim Grading for Water Tank	\$155,000
Exhibit A-2	Street Improvement Plans	\$16,700,000
Exhibit A-3	Sanitary Pump Station Plans	\$2,002,000
Exhibit A-4	Water Storage and Pump System	\$13,440,000
Exhibit A-5	Interim 12kv Overhead Distribution to YBI – Off Site Improvements	\$1,105,000
Exhibit A-6	Interim Gas Distribution to YBI – Off Site Improvements	\$875,000
Exhibit A-7	Sanitary Sewer Pump Station, Gravity and Force Main on Treasure Island	\$9,237,075
Exhibit A-8	Hilltop Park	\$6,530,000
Exhibit A-9	Map No. 9856 Improvements	\$3,767,013

1249314.1



NO RECORDING FEE

RECORDING REQUESTED BY  
and When Recorded Mail To:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue  
Suite 400  
San Francisco, CA 94102

---

APN:

Situs:

**OFFER OF IMPROVEMENTS**

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a Delaware limited liability company ("TICD"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco ("the City"), a municipal corporation and the Treasure Island Development Authority ("TIDA"), a California public benefit corporation, (collectively "Offerees"), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, as amended, between TICD and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

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

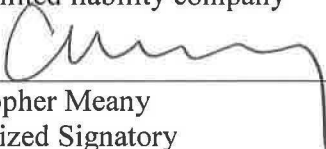
*[SIGNATURE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5<sup>th</sup> day  
of June, 2020.

**GRANTOR:**

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC  
A Delaware limited liability company

By:

  
\_\_\_\_\_  
Christopher Meany  
Authorized Signatory



**NOTARY ACKNOWLEDGMENT**

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

State of California

County of San Francisco

On June 5, 2020 before me, Renee Adams, Notary Public, personally appeared Christopher Meany who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

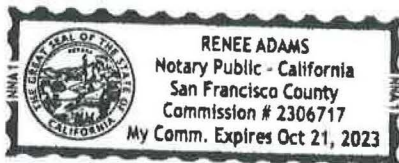
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Renee Adams

Signature of Notary Public

(Notary Seal)



**Exhibit A**

**Legal Description**

(See Attached)

EXHIBIT G  
PUE

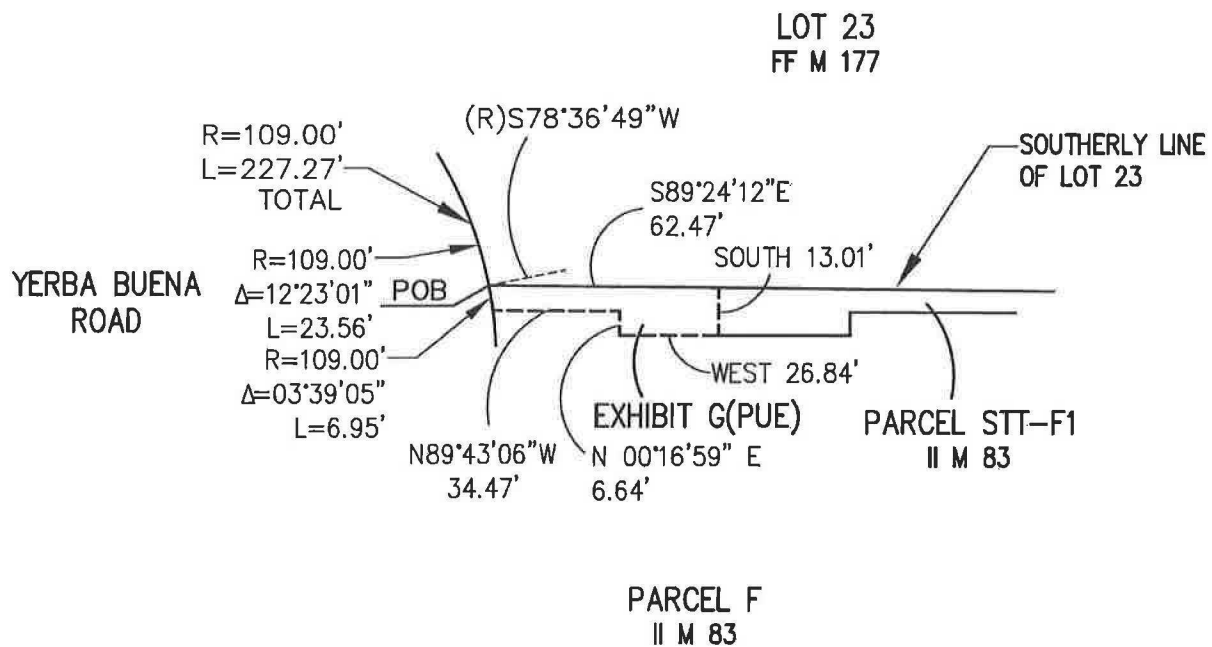
A public utility easement over that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot STT-F1 of that Record of Survey No. 10106 recorded February 05, 2020 in Book II of survey Maps at pages 83 and 84 in the Office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Beginning at the westerly terminus of that certain course having a bearing of North  $89^{\circ}24'12''$  West and a length of 153.35 feet, being the southerly line of Lot 23 shown on Final Transfer map 8674, recorded December 07, 2015 in Book FF of Survey Maps at pages 177 through 192 in Office of the Recorder of the City and County of San Francisco, said westerly terminus is located on the westerly line of said Lot 23 in a curve concave westerly and having a radius of 109.00 feet and a length of 227.27 feet (a radial line from said curve bears South  $78^{\circ}36'49''$  West); thence South  $89^{\circ}24'12''$  East 62.47 feet; thence South 13.01 feet; thence West 26.84 Feet; then North  $00^{\circ}16'59''$  East 6.64 feet; thence North  $89^{\circ}43'06''$  West 34.47 feet to the westerly line of said Parcel STT-F1 and a point on the above referenced curve having a radius of 109.00 feet; thence northerly along said curve through a central angle of  $03^{\circ}39'05''$  an arc length of 6.95 feet to the point of beginning.

Containing 589 square feet more or less



SCALE: 1"=50'



### LEGEND

POB POINT OF BEGINNING  
(R) RADIAL BEARING

6431

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRAHMAN ST. • SAN FRANCISCO, CA 94107 • (415) 546-7111 • FAX (415) 546-9472

EXHIBIT G(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4

DATE:  
JUNE 2020

1 OF 1

EXHIBIT H  
PUE

A public utility easement situate in the City and County of San Francisco, State of California, being a portion of Lot F of that Final Map No. 9228 recorded April 19, 2018 in Book 134 of Condominium Maps at pages 7 through 23 in the office of the Recorder of the City and County of San Francisco, State of California described as follows:

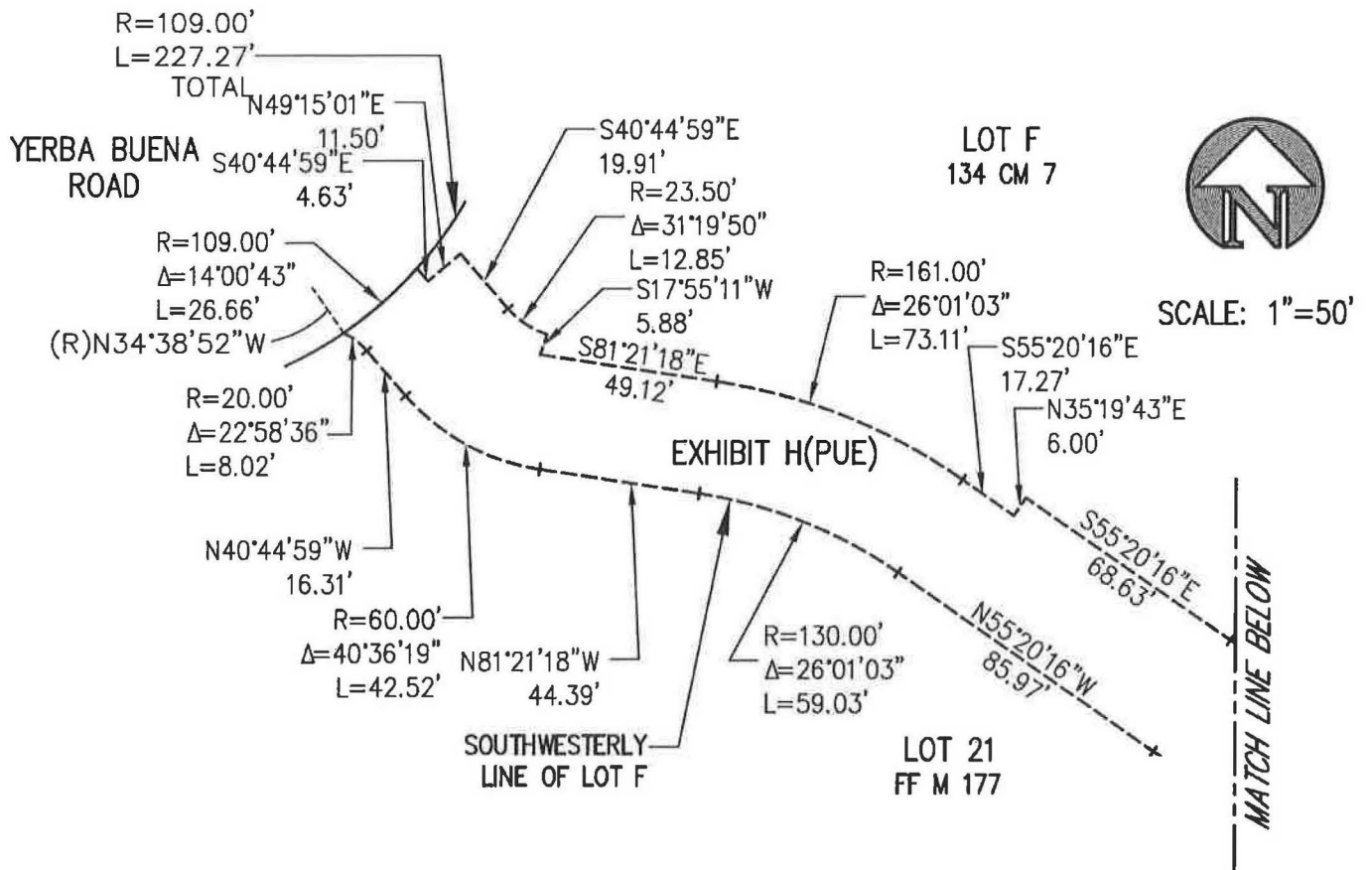
Beginning at the most southerly corner of Lot F of said Final Map No. 9228; thence northerly along the southwesterly line of said Lot F, the following eight courses:

1. North 69°48'28" West 128.62 feet to the beginning of a tangent curve concave northeasterly and having a radius of 300.00 feet;
2. Northwesterly along said curve through a central angle of 14°28'12" an arc length of 75.76 feet;
3. North 55°20'16" West tangent to said curve 85.97 feet to the beginning of a tangent curve concave southwesterly and having a radius of 130.00 feet
4. Northwesterly along said curve through a central angle of 26°01'03" an arc length of 59.03 feet
5. North 81°21'18" West tangent to said curve 44.39 feet to the beginning of a tangent curve concave northeasterly and having a radius of 60.00 feet
6. Northwesterly along said curve through a central angle of 40°36'19" an arc length of 42.52 feet
7. North 40°44'59" West tangent to said curve 16.31 feet to the beginning of a tangent curve concave southwesterly and having a radius of 20.00 feet;
8. Northwesterly along said curve through a central angle of 22°58'36" an arc length of 8.02 feet to most westerly corner of said Lot F, which is a point on a curve concave northwesterly and having a radius of 109.00 feet, a radial line to said curve at said point bears North 34°38'52" West;

Thence northeasterly along the westerly line of said Lot F and along last said curve having a radius of 109.00 feet, through a center angle of 14°00'43", for an arc length of 26.66 feet; thence leaving said westerly line, South 40°44'59" East 4.63 feet; thence North 49°15'01" East 11.50 feet; thence South 40°44'59" East 19.91 feet to the beginning of a tangent curve concave northeasterly and having a radius of 23.50 feet; thence southeasterly along said curve through a central angle of 31°19'50" an arc length of 12.85 feet; thence South 17°55'11" West 5.88 feet; thence South 81°21'18" East 49.12 feet to the beginning of a tangent curve concave southwesterly and having a radius of 161.00 feet; thence southeasterly along said curve through a central angle of 26°01'03" an arc length of 73.11 feet; thence South 55°20'16" East 17.27 feet; thence North 35°19'43" East 6.00 feet; thence South 55°20'16" East 68.63 feet to the beginning of a tangent curve concave northeasterly and having a radius of 263.00 feet; thence southeasterly along said curve through a central angle of 02°46'52" an arc length of 12.77 feet; thence South 32°35'16" West, 6.00 feet to the beginning of a non tangent curve concave northerly and having

a radius of 269.00 feet, a radial line to said curve bears North  $31^{\circ}53'49''$  East; thence easterly along said curve through a central angle of  $01^{\circ}32'58''$  an arc length of 7.27 feet; thence South  $55^{\circ}16'59''$  East 40.20 feet to the beginning of a non tangent curve concave northerly and having a radius of 275.00 feet, a radial line to said curve bears North  $21^{\circ}57'58''$  East; thence easterly along said curve through a central angle of  $01^{\circ}46'25''$ , and arc length of 8.51 feet; thence South  $69^{\circ}48'28''$  East 137.79 feet to the easterly line of said lot F; thence South  $40^{\circ}19'22''$  West along said easterly line 26.63 feet to the point of beginning.

Containing 13,870 square feet more or less



# **LEGEND**

POB POINT OF BEGINNING

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA 94107 • (415) 546-7111 • FAX: (415) 546-9472

**EXHIBIT H(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4**

DATE:  
**JUNE 2020**

1 OF 1



NO RECORDING FEE

RECORDING REQUESTED BY  
and When Recorded Mail To:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue  
Suite 400  
San Francisco, CA 94102

APN: \_\_\_\_\_ (Space above this line reserved for Recorder's use only)

Situs:

**OFFER OF IMPROVEMENTS**

YBI PHASE 1 INVESTORS, LLC, a Delaware limited liability company ("**YBI Phase 1 Investors**"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco ("**the City**"), a municipal corporation and the Treasure Island Development Authority ("**TIDA**"), a California public benefit corporation, (collectively "**Offerees**"), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, as amended, between YBI Phase 1 Investors and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

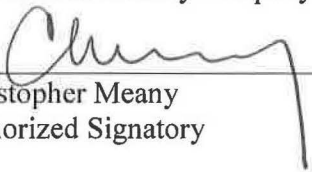
The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns, and personal representatives of the parties hereto.

*[SIGNATURE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5<sup>th</sup> day  
of June, 2020.

**GRANTOR:**

YBI PHASE 1 INVESTORS, LLC  
A Delaware limited liability company

By:   
Christopher Meany  
Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

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

State of California

County of San Francisco

On June 5, 2020 before me, Renee Adams, Notary Public, personally appeared Christopher Meany who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

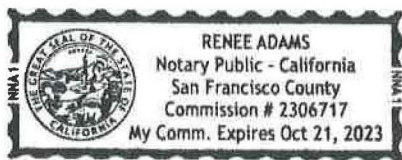
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Renee Adams

Signature of Notary Public

(Notary Seal)



**Exhibit A**

**Legal Description**

EXHIBIT B  
PUE

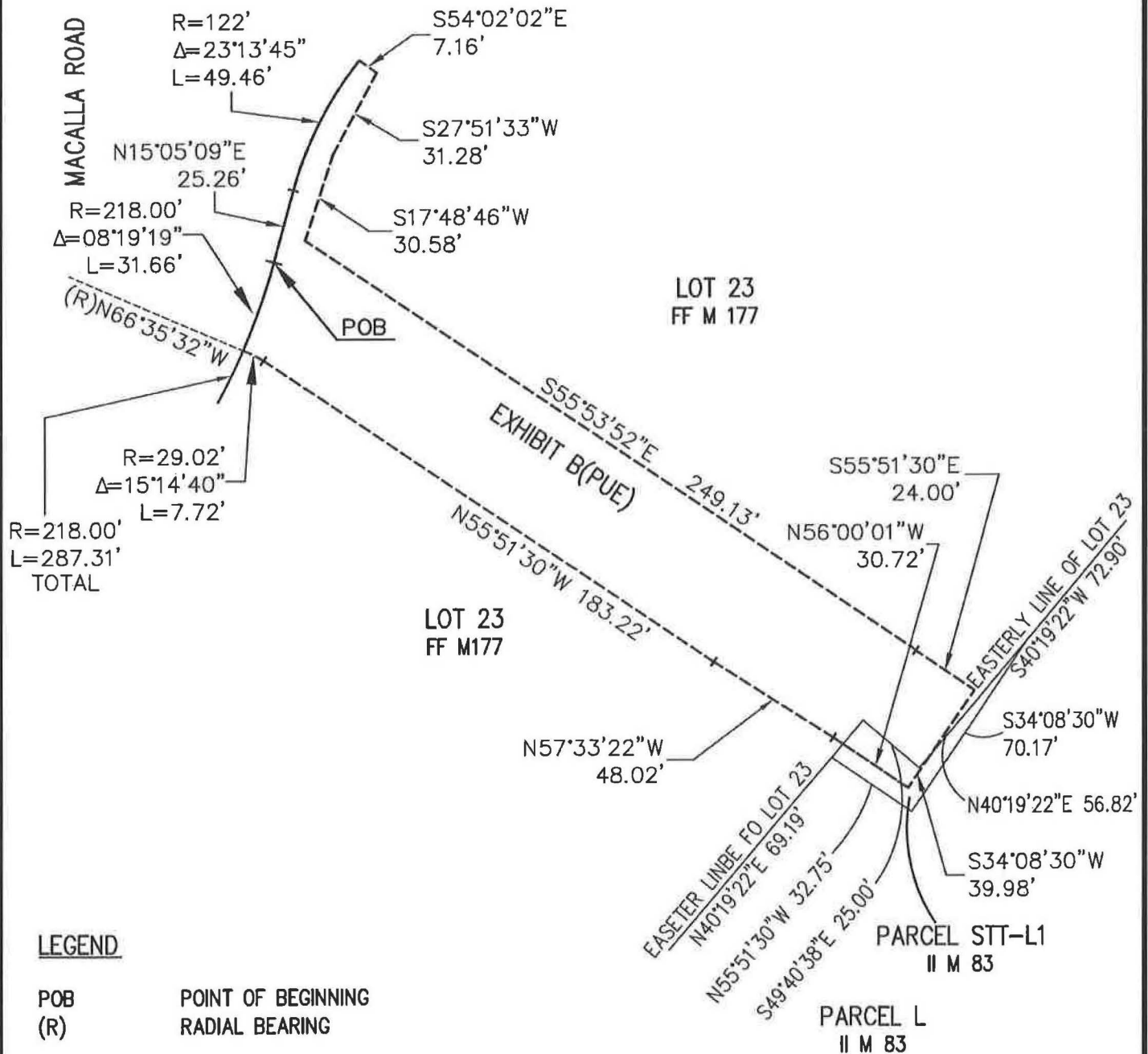
A public utility easement over a portion of Lot 23, Final Transfer Map No. 8674, recorded December 7, 2015 in Book FF of Survey Maps at pages 177 through 192 and a portion of Parcel STT-L1, Record of Survey No. 10106 recorded February 05, 2020 in Book II of survey Maps at pages 83 and 84 in the Office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Beginning at the northerly terminus of that certain curve concave westerly and having a radius of 218.00 feet, and a length of 287.31 feet, said curve being the Northerly line of said lot 23 on said Final Transfer Map No. 8674; thence North 15°05'09" East tangent to said curve and along said northerly line 25.26 feet to the beginning of a tangent curve concave southeasterly and having a radius of 122.00 feet; thence northeasterly along said curve and along said northerly line through a central angle of 23°13'45" and an arc length of 49.46 feet; thence South 54°02'02" East 7.16 feet; thence South 27°51'33" West 31.28 feet; thence South 17°48'46" West 30.58 feet; thence South 55°53'52" East 249.13 feet; thence South 55°51'30" East 24.00 feet; thence South 34°08'30" West 39.98 feet; thence North 56°00'01" West 30.72 feet; thence North 57°33'22" West, 48.02 feet; thence North 55°51'30" West, 183.22 feet to the beginning of a tangent curve concave southerly and having a radius of 29.02 feet; thence westerly along said curve through a central angle of 15°14'40" and arc length of 7.72 feet to the westerly line of said Lot 23 and a point on the above referenced curve concave westerly and having a radius of 218.00 feet, a radial line to said curve bears North 66°35'32" West; thence northerly along said curve and along said westerly line through a central angle of 08°19'19" an arc length of 31.66 feet to the point of beginning.

Containing 11,896 square feet more or less



SCALE: 1"=50'



6431

**KCA ENGINEERS, INC.**

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA 94107 • (415) 546-7111 • FAX: (415) 546-9472

**EXHIBIT B(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4**

DATE:  
**JUNE 2020**

1 OF 1

EXHIBIT E  
PUE

A public utility easement over that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 23 of that Final Transfer Map No. 8674 recorded December 7, 2015 in Book FF of Survey Maps at pages 177 through 192 in the Office of the Recorder of the City and County of San Francisco, described as follows:

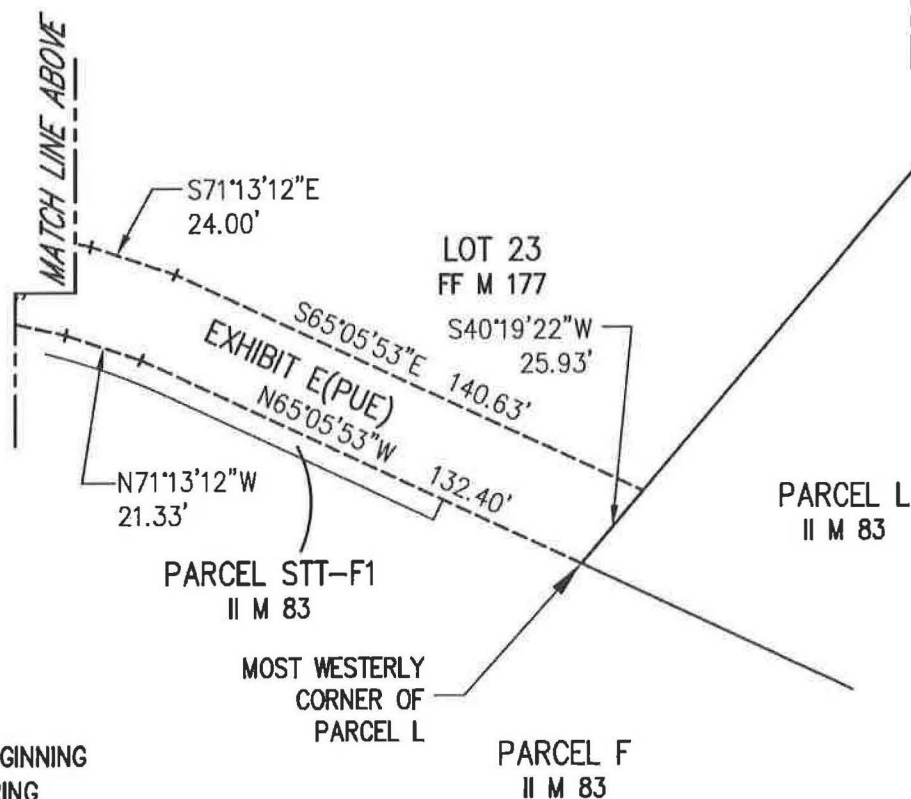
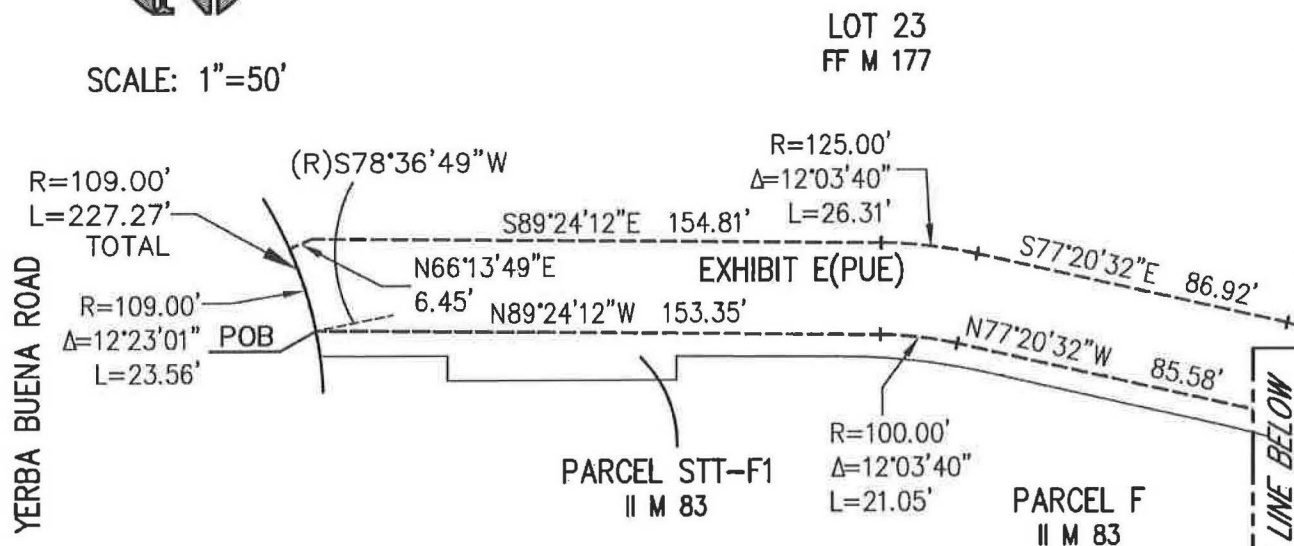
Beginning at the westerly terminus of that certain course having a bearing of North 89°24'12" West and a length of 153.35 feet, being the southerly line of Lot 23 as shown on Final Transfer Map No. 8674, said westerly terminus is located on the westerly line of said Lot 23 in a curve concave westerly and having a radius of 109.00 feet and a length of 227.27 feet (a radial line from said curve bears South 78°36'49" West); then northerly along the westerly line of said Lot 23 as shown on said map and along said curve having a radius of 109.00 feet, through a central angle of 12°23'01", an arc length of 23.56 feet; thence leaving said westerly line, North 66°13'49" East, 6.45 feet; thence South 89°24'12" East, 154.81 feet to the beginning of a tangent curve concave southerly and having a radius of 125.00 feet; thence easterly along said curve, through a central angle of 12°03'40", an arc length of 26.31 feet; thence South 77°20'32" East, 86.92 feet; thence South 71°13'12" East 24.00 feet; thence South 65°05'53" East, 140.63 feet to the westerly line of said Lot 23 as shown on the said map; thence along said easterly line, South 40°19'22" West, 25.93 feet to the southerly line of said Lot 23; thence along the southerly line of Lot 23 North 65°05'53" West, 132.40 feet; thence North 71°13'12" West, 21.33 feet; thence North 77°20'32" West, 85.58 feet to the beginning of a tangent curve concave southerly and having a radius of 100.00 feet; thence westerly along said curve through a central angle of 12°03'40" an arc length of 21.05 feet; thence North 89°24'12" West 153.35 feet to the Point of Beginning.

Containing 10,646 square feet more or less





SCALE: 1"=50'



### LEGEND

POB  
(R) POINT OF BEGINNING  
RADIAL BEARING

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

315 BRAWLEY ST. • SAN FRANCISCO, CA 94107 • (415) 546-7111 • FAX: (415) 546-9472

EXHIBIT E(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4

DATE:  
JUNE 2020

1 OF 1

6431

NO RECORDING FEE

RECORDING REQUESTED BY  
and When Recorded Mail To:

City and County of San Francisco  
Director of Property  
25 Van Ness Avenue  
Suite 400  
San Francisco, CA 94102

---

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

Situs:

**OFFER OF IMPROVEMENTS**

YBI PHASE 2 INVESTORS, LLC, a Delaware limited liability company ("**YBI Phase 2 Investors**"), and its successors and assigns, does hereby irrevocably offer to the City and County of San Francisco ("**the City**"), a municipal corporation and the Treasure Island Development Authority ("**TIDA**"), a California public benefit corporation, (collectively "**Offerees**"), and their successors and assigns, all of the improvements required pursuant to that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, as amended, between YBI Phase 2 Investors and the Offerees.

The property where the improvements are located is shown on Exhibit A hereto, constituting TIDA property located in the City.

It is understood and agreed that: (i) the Offerees and their successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by the appropriate action of the Board of Supervisors and/or the TIDA Board of Directors, and (ii) either Offeree, at its sole discretion, may accept one or more components of the improvements, without prejudicing either Offeree's discretion subsequently to accept or not accept other components, and (iii) upon acceptance of all or one or more components of this offer of public improvements by formal action of the Offeree, the accepting Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements, except as such responsibility may be imposed on another by operation of law, as may be described in a master street encroachment permit authorized pursuant to Public Works Code § 786(b), or a similar agreement, pertaining to one or more of the public improvements offered hereby, or as excluded from acceptance for maintenance and liability in the formal action of the Offeree.

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

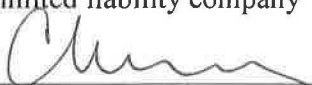
*[SIGNATURE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5<sup>th</sup> day of June, 2020.

**GRANTOR:**

YBI PHASE 2 INVESTORS, LLC  
A Delaware limited liability company

By:

  
\_\_\_\_\_  
Christopher Meany  
Authorized Signatory

## NOTARY ACKNOWLEDGMENT

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

State of California

County of San Francisco

On June 5, 2020 before me, Renee Adams, Notary Public, personally appeared Christopher Meany who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Renee Adams  
Signature of Notary Public

(Notary Seal)



**Exhibit A**

**Legal Description**

EXHIBIT J1  
PUE

A public utility easement over a portion of Lot 21, Final Transfer Map No. 8674, recorded December 7, 2015 in Book FF of Survey Maps at pages 177 through 192 in the office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Commencing at the westerly end of that certain course having a bearing of North 81°21'18" West and a length of 44.39 feet as shown on said Final Transfer Map; said point being on the common boundary between said Lot 21 and Lot T of said Final Transfer Map; thence South 81°21'18" East along said common line 9.00 feet to the True Point of Beginning; thence continuing South 81°21'18" East, 14.00 feet; thence South 08°38'42" West 7.00 feet; thence North 81°21'18" West 14.00 feet; thence North 08°38'42" East 7.00 feet to the True Point of Beginning.

Containing 98 square feet more or less

EXHIBIT J2  
PUE

A public utility easement over a portion of Lot 21, Final Transfer Map No. 8674, recorded December 7, 2015 in Book FF of Survey Maps at pages 177 through 192 in the office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Commencing at the easterly end of that certain curve concave northerly and having a radius of 300.00 feet and an arc length of 75.76 feet as shown on said Final Transfer Map, said point being on the common boundary between said Lot 21 and Lot T of said Final Transfer Map; thence westerly along said curve through a central angle of  $07^{\circ}02'38''$  and an arc length of 36.88 feet to the True Point of Beginning; thence continuing along said common line and said curve, through a central angle of  $03^{\circ}22'00''$  an arc length of 17.63 feet; thence South  $30^{\circ}36'10''$  West 8.50 feet along a radial line to said curve to a point on a curve concave northerly and having a radius of 308.50 feet, a radial line to said curve bears North  $30^{\circ}36'10''$  East; thence easterly along said curve through a central angle of  $03^{\circ}22'00''$  an arc length of 18.13 feet; thence North  $27^{\circ}14'10''$  East on a radial line to said curve a distance of 8.50 feet to the True Point of Beginning.

Containing 152 square feet more or less





NOT TO SCALE

YERBA BUENA  
ROAD

LOT T  
FF M 177

J1

LOT 21  
FF M 177

J2

INTERSTATE 80

6431

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA 94107 • (415) 548-7111 • FAX (415) 548-9472

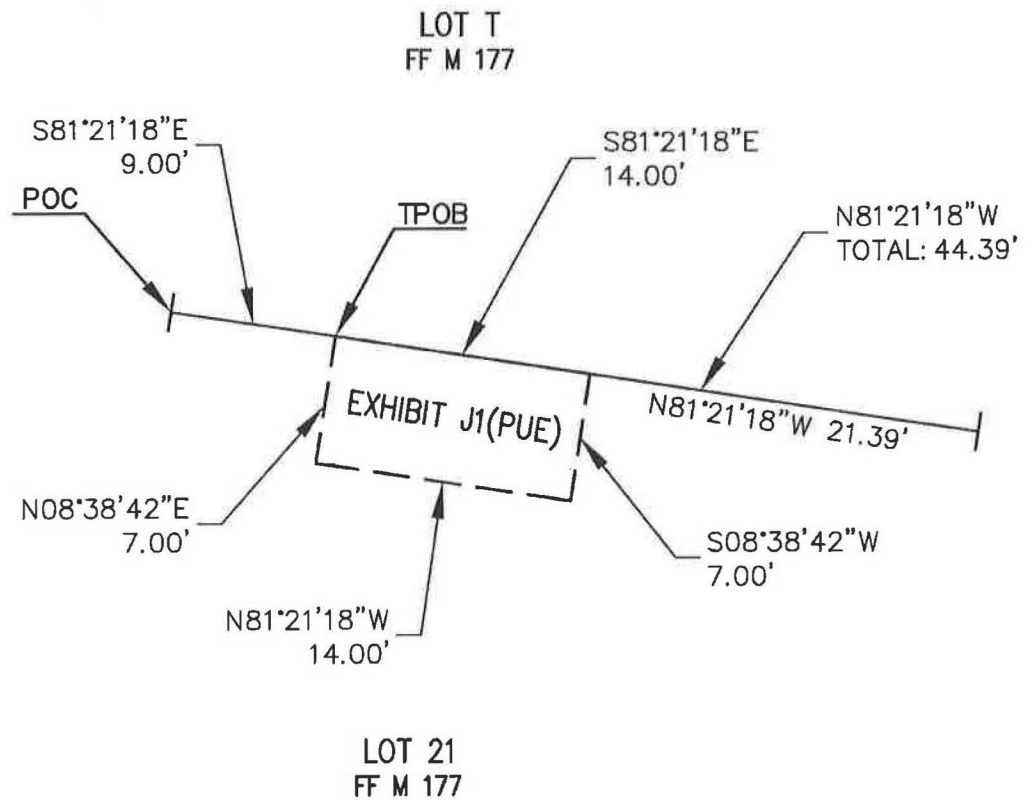
KEY MAP EASEMENT J1 AND J2  
YERBA BUENA ISLAND-Y4

DATE:  
JUNE 2020

1 OF 1



SCALE: 1"=10'



LEGEND

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING

6431

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA 94107 • (415) 548-7111 • FAX: (415) 548-9472

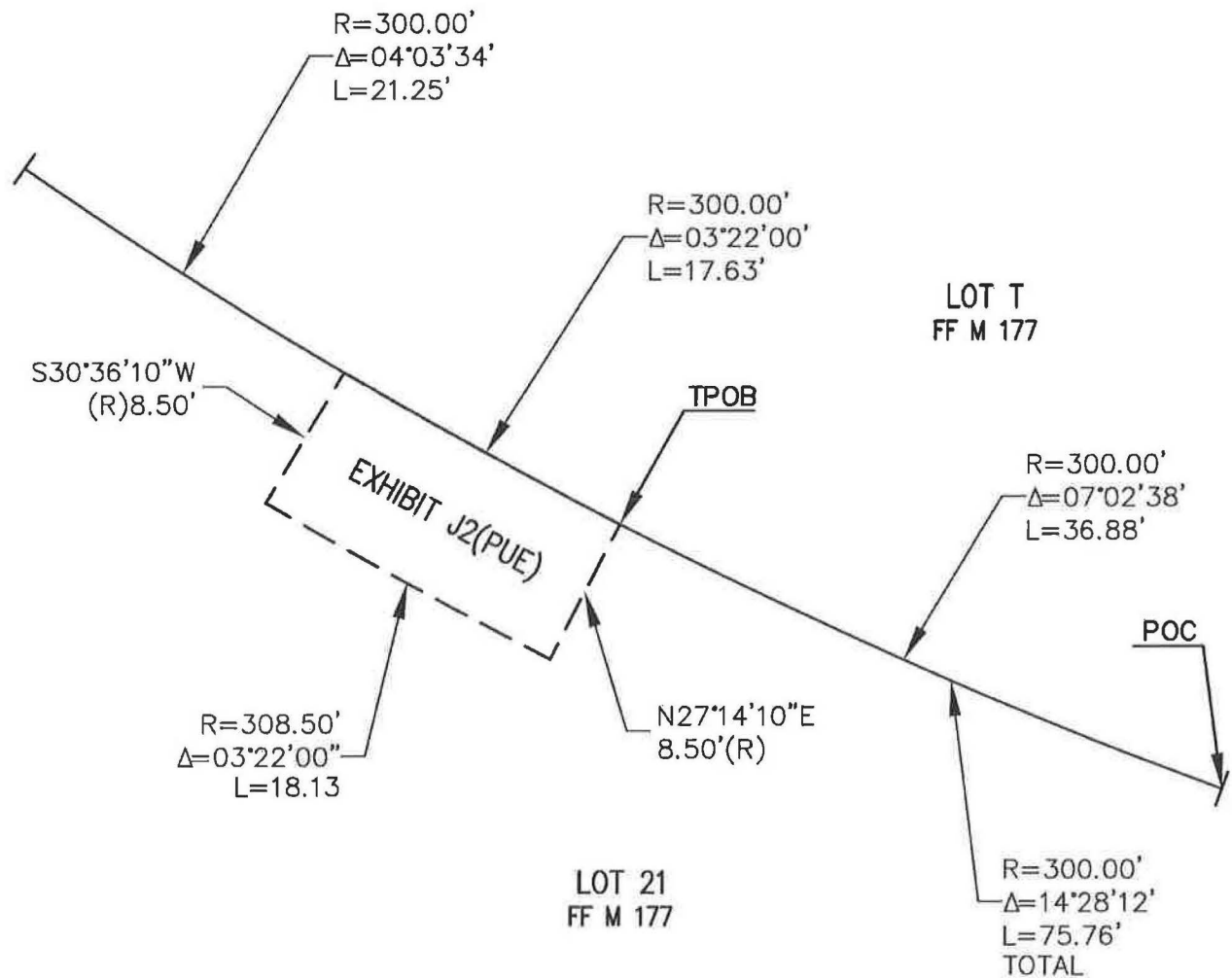
EXHIBIT J1(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4

DATE:  
JUNE 2020

1 OF 1



SCALE: 1"=10'



### LEGEND

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
(R) RADIAL BEARING

**KCA ENGINEERS, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

318 BRANNAN ST. • SAN FRANCISCO, CA 94107 • (415) 548-7111 • FAX: (415) 548-9472

EXHIBIT J2(PUE) EASEMENT DIAGRAM  
YERBA BUENA ISLAND-Y4

DATE:  
JUNE 2020

1 OF 1

CITY & COUNTY OF SAN FRANCISCO

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



LONDON N. BREED  
MAYOR

ROBERT BECK  
TREASURE ISLAND DIRECTOR

March 16, 2020

Bruce Storrs  
Department of Public Works  
Office of the City and County Surveyor  
1155 Market Street, 3rd Floor  
San Francisco, CA 94103

Subject: Consistency Determination Letter for Final Map No. 9856

Mr. Storrs:

In compliance with the Treasure Island and Yerba Buena Island Subdivision Code, and all amendments thereto, the Treasure Island Development Authority ("TIDA") has reviewed the pending Final Map No. 9856 ("Final Map"), and finds that the proposed Final Map is consistent with the Subdivision Map Act, the Project Documents, as defined in San Francisco Subdivision Code section 1707(z), including without limitation the Disposition and Development Agreement entered into between TIDA and Treasure Island Community Development, LLC dated June 28, 2011, and applicable City Regulations, as defined in San Francisco Subdivision Code section 1707(e) and as such regulations exist as of this date.

Thank you for your assistance on this matter.

Regards,

A handwritten signature in blue ink, appearing to read "R. Beck", written over a horizontal line.

Robert P. Beck  
Treasure Island Director  
Treasure Island Development Authority

1221335.1



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## TAX CERTIFICATE

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

1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:       **1939**  
Lot:         **089**  
Address:     **OPEN SPACE**

David Augustine, Tax Collector

Dated **May 22, 2020** this certificate is valid for the earlier of 60 days from **May 22, 2020** or **December 31, 2020**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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

1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:       **8952**  
Lot:         **001**  
Address:     **1 - 15 SIGNAL RD**

David Augustine, Tax Collector

Dated **May 22, 2020** this certificate is valid for the earlier of 60 days from **May 22, 2020** or **December 31, 2020**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.



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1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:       **8953**  
Lot:         **002**  
Address:     **HILLTOP PARK**

David Augustine, Tax Collector

Dated **May 22, 2020** this certificate is valid for the earlier of 60 days from **May 22, 2020** or **December 31, 2020**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.





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## TAX CERTIFICATE

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

1. There are no liens for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.
2. The City and County property taxes and special assessments which are a lien, but not yet due, including estimated taxes, have been paid.

Block:       **8954**  
Lot:         **002**  
Address:     **201 MACALLA RD**

David Augustine, Tax Collector

Dated **May 22, 2020** this certificate is valid for the earlier of 60 days from **May 22, 2020** or **December 31, 2020**. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector at [tax.certificate@sfgov.org](mailto:tax.certificate@sfgov.org) to obtain another certificate.

**TIDA - OWNER'S STATEMENT:**

THE UNDERSIGNED OWNER(S) IS/ARE THE ONLY PARTIES HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 9856, COMPRISING OF SIXTEEN (16) SHEETS. BY OUR SIGNATURES HERETO WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

OWNER HEREBY IRREVOCABLY OFFERS FOR DEDICATION THE EASEMENTS LISTED ON TABLE A ON SHEET 5 AND SHALL ADDITIONALLY OFFER EACH TO THE CITY BY SEPARATE INSTRUMENT. OWNER HEREBY IRREVOCABLY OFFERS THE AREAS BURDENED BY THE EASEMENTS DESIGNATED EXHIBITS I AND L (AS LISTED ON TABLE A ON SHEET 5) TO THE CITY FOR DEDICATION AS A PUBLIC RIGHT-OF-WAY, PROVIDED THAT IN THE EVENT OF CITY'S ACCEPTANCE OF SUCH OFFER, OWNER WILL RETAIN THE FEE INTEREST IN THE LOT.

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

BY: Robert P. Beck

NAME: Robert P. Beck

TITLE: Treasure Island Director

**OWNER'S ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF San Francisco }  
ON June 08 2020 BEFORE ME, Simanjit Monhee

A NOTARY PUBLIC,  
PERSONALLY APPEARED Robert P. Beck

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

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

WITNESS MY HAND AND SEAL:

SIGNATURE: Simanjit Monhee

(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2317737

MY COMMISSION EXPIRES: Feb 02, 2024

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa

**YBI PHASE 1 INVESTORS, LLC - OWNER'S STATEMENT:**

THE UNDERSIGNED HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 9856, COMPRISING SIXTEEN (16) SHEETS. BY OUR SIGNATURES, WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN.

OWNER HEREBY IRREVOCABLY OFFERS FOR DEDICATION EACH OF THE EASEMENTS LISTED ON TABLE B ON SHEET 5, WHICH OWNER SHALL SEPARATELY OFFER BY SEPARATE INSTRUMENT.

OWNER HEREBY OFFERS TO THE CITY FOR DEDICATION WITHIN EACH OF THE EASEMENTS LISTED IN TABLE B ON SHEET 5, THE IMPROVEMENTS REQUIRED BY THAT CERTAIN PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO, THE TREASURE ISLAND DEVELOPMENT AUTHORITY, AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, INCLUDING THAT CERTAIN FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT PRESENTED TO THE BOARD OF SUPERVISORS WITH THIS MAP, WHICH OWNER SHALL ADDITIONALLY OFFER TO THE CITY BY SEPARATE INSTRUMENTS.

OWNER: YBI PHASE 1 INVESTORS, LLC

BY: Christopher Meaney

NAME: CHRISTOPHER MEANEY

TITLE: AUTHORIZED SIGNATORY

**OWNER'S ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF San Francisco }  
ON June 5 2020 BEFORE ME, Renee Adams

A NOTARY PUBLIC,  
PERSONALLY APPEARED Christopher Meaney

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 SEAL:

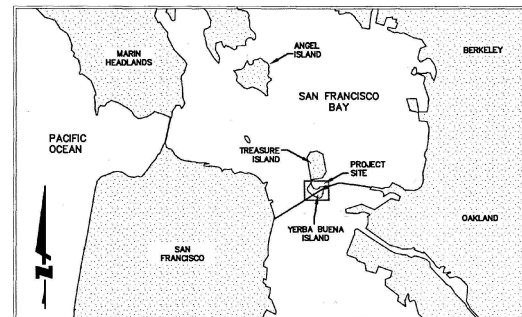
SIGNATURE: Renee Adams

(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2306717

MY COMMISSION EXPIRES: Oct 21, 2023

COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco



VICINITY MAP  
NO SCALE

**HORIZONTAL DATUM & REFERENCE SYSTEM**

THE HORIZONTAL DATUM IS THE "NORTH AMERICAN DATUM OF 1983: NAD83 (2011) 2010.00 EPOCH" REFERENCED BY THE "CCSF-2013 HIGH PRECISION NETWORK" (CCSF-HPN). PLANE COORDINATES ARE BASED ON THE "CITY & COUNTY OF SAN FRANCISCO 2013 COORDINATE SYSTEM" (CCSF-CS13). THE CCSF-CS13 IS A LOW DISTORTION PROJECTION DESIGNED FOR CCSF TO PROVIDE PLANE COORDINATES IN A GROUND SYSTEM. (SEE ROS 8080, FILED APRIL 4, 2014 IN BOOK EE OF SURVEY MAPS, AT PAGES 147 THROUGH 157, INCLUSIVE, IN THE OFFICE OF THE SAN FRANCISCO COUNTY RECORDER).

## FINAL MAP NO. 9856

### PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020.

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 1 OF 16 SHEETS

**YBI PHASE 2 INVESTORS, LLC – OWNER'S STATEMENT:**

THE UNDERSIGNED HAVING RECORD TITLE INTEREST NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP, TITLED FINAL MAP NO. 9856, COMPRISING SIXTEEN (16) SHEETS. BY OUR SIGNATURES, WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN.

OWNER HEREBY IRREVOCABLY OFFERS FOR DEDICATION THE EASEMENT LISTED ON TABLE C ON SHEET 5, WHICH OWNER SHALL SEPARATELY OFFER BY SEPARATE INSTRUMENT.

OWNER HEREBY OFFERS TO THE CITY FOR DEDICATION WITHIN EACH OF THE EASEMENTS LISTED IN TABLE C ON SHEET 5, THE IMPROVEMENTS REQUIRED BY THAT CERTAIN PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO, THE TREASURE ISLAND DEVELOPMENT AUTHORITY, AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, INCLUDING THAT CERTAIN FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT PRESENTED TO THE BOARD OF SUPERVISORS WITH THIS MAP, WHICH OWNER SHALL ADDITIONALLY OFFER TO THE CITY BY SEPARATE INSTRUMENTS.

OWNER: YBI PHASE 2 INVESTORS, LLC

BY: Christopher Meany  
NAME: CHRISTOPHER MEANY  
TITLE: AUTHORIZED SIGNATORY

**OWNER'S ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF San Francisco }  
ON June 5 2020 BEFORE ME, Renee Adams

A NOTARY PUBLIC,  
PERSONALLY APPEARED Christopher Meany  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND SEAL:  
SIGNATURE: Renee Adams  
(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)  
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2306717  
MY COMMISSION EXPIRES: Oct 21, 2023  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

**TREASURE ISLAND SERIES 1, LLC – OWNER'S STATEMENT:**

THE UNDERSIGNED, HAVING RECORD TITLE INTEREST IN INSTRUMENT NO. 2018-K629740, RECORDED JUNE 22, 2018 IN THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND INSTRUMENT NO. 2018-K629741, RECORDED JUNE 22, 2018 IN THE OFFICIAL RECORDS NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP TITLED FINAL MAP NO. 9856, COMPRISING SIXTEEN (16) SHEETS. BY OUR SIGNATURES CONSENT TO THE PREPARATION AND FILING AS SHOWN.

OWNER: TREASURE ISLAND SERIES 1, LLC

BY: Christopher Meany  
NAME: CHRISTOPHER MEANY  
TITLE: AUTHORIZED SIGNATORY

**OWNER'S ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF San Francisco }  
ON June 5 2020 BEFORE ME, Renee Adams

A NOTARY PUBLIC,  
PERSONALLY APPEARED Christopher Meany  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND SEAL:  
SIGNATURE: Renee Adams  
(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)  
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2306717  
MY COMMISSION EXPIRES: Oct 21, 2023  
COUNTY OF PRINCIPAL PLACE OF BUSINESS: San Francisco

## FINAL MAP NO. 9856

### PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 2 OF 16 SHEETS

**TRUSTEE'S STATEMENT:**

THE UNDERSIGNED TRUSTEE, HAVING RECORD TITLE INTEREST IN THE DEED OF TRUST RECORDED JUNE 22, 2018 AS INSTRUMENT NO. 2018-K629742 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, AND ALSO IN THE DEED OF TRUST RECORDED MAY 14, 2019 AS INSTRUMENT NO. 2019-K766278 OF OFFICIAL RECORDS NECESSARY TO CONSENT TO THE PREPARATION AND FILING OF THIS MAP TITLED FINAL MAP NO. 9856, COMPRISING SIXTEEN (16) SHEETS. BY OUR SIGNATURES CONSENT TO THE PREPARATION AND FILING AS SHOWN.

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY,  
A NEBRASKA CORPORATION

BY: Sylvia Erazo

NAME: Sylvia ERAZO

TITLE: VP, Director of ESCROW

**TRUSTEE'S ACKNOWLEDGMENT:**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Santa Clara }

ON June 5 2020 BEFORE ME, C. Harroquin

A NOTARY PUBLIC,

PERSONALLY APPEARED Sylvia Erazo

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 SEAL:

SIGNATURE: C. Harroquin

(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2198661

MY COMMISSION EXPIRES: 6/19/21

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Santa Clara

**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE OWNERS LISTED HEREIN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BY: Peter J. Bekey DATE: 06/05/20  
KCA ENGINEERS, INC.  
PETER J. BEKEY  
R.C.E. NO. 14786  
LICENSE EXPIRES: MARCH 31, 2021

**CLERK'S STATEMENT:**

I, ANGELA CAVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. ADOPTED 2020, APPROVED THIS MAP ENTITLED FINAL MAP NO. 9856, COMPRISING 16 SHEETS, CONDITIONALLY ACCEPTED THE OFFERS FOR IMPROVEMENTS IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE PUBLIC WORKS ORDER FOR THIS MAP AND SUBJECT TO THE CITY ENGINEER'S NOTICE OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUBSEQUENT BOARD OF SUPERVISORS ACTION, AND ACKNOWLEDGED THAT THE DIRECTOR OF THE DIVISION OF REAL ESTATE SHALL ACCEPT OFFERS FOR THE EASEMENTS AND THE EASEMENT AGREEMENTS BY SEPARATE INSTRUMENT IN ACCORDANCE WITH THE TERMS OF THE TREASURE ISLAND/YERBA BUENA ISLAND DEVELOPMENT AGREEMENT (ORDINANCE NO. 95-11) AND RELATED APPROVALS.

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

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

## FINAL MAP NO. 9856

### PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 3 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND

**TAX STATEMENT:**

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**APPROVALS:**

THIS MAP IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_  
BY ORDER NO. \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ALARIC DEGRAFINRIED  
ACTING DIRECTOR OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, CITY ATTORNEY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

**FIELD SURVEY COMPLETION:**

FIELD SURVEY FOR THIS MAP WAS UNDERTAKEN BY KCA ENGINEERS AS OF NOVEMBER 26, 2019.

ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

**EASEMENT NOTE**

ALL EXISTING PUBLIC UTILITY EASEMENTS ARE TO REMAIN.

**CITY AND COUNTY SURVEYOR'S STATEMENT:**

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

BRUCE R. STORRS CITY AND COUNTY SURVEYOR,  
CITY AND COUNTY OF SAN FRANCISCO

BY: *Bruce R. Storrs*  
BRUCE R. STORRS, L.S. 6914



DATE: JUNE 10 2020

**BOARD OF SUPERVISOR'S APPROVAL:**

ON \_\_\_\_\_, 20\_\_, THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. \_\_\_\_\_, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF

SUPERVISORS IN FILE NO. \_\_\_\_\_

**RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, IN

BOOK \_\_\_\_\_ OF FINAL MAPS AT PAGES \_\_\_\_\_ AT THE

REQUEST OF KCA ENGINEERS, INC.

BY: \_\_\_\_\_  
COUNTY RECORDER

**CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT**

THE SUBDIVIDERS AND THE CITY HAVE NEGOTIATED A PUBLIC IMPROVEMENT AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462(A)(1) AND THE TREASURE ISLAND AND YERBA BUENA ISLAND SUBDIVISION CODE AND PRESENTED IT TO THE BOARD OF SUPERVISORS WITH THIS MAP.

BY: \_\_\_\_\_  
ALARIC DEGRAFINRIED  
ACTING DIRECTOR OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

DATE: \_\_\_\_\_

THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

LOT INFORMATION TABLE				
LOTS	RESIDENTIAL CONDOMINIUM UNITS	APN	TRUST STATUS	LAND USE
001	53	8954-006 THRU 8954-058	NON-TRUST	RESIDENTIAL
002	124	8954-059 THRU 8954-182	NON-TRUST	RESIDENTIAL
003	12	8952-002 THRU 8952-013	NON-TRUST	RESIDENTIAL
A	0	8953-005	TRUST	HILLTOP PARK
B	0	1939-175	TRUST	OPEN SPACE
C	0	8953-006	TRUST	OPEN SPACE/ RIGHT-OF-WAY

**FINAL MAP NO. 9856****PHASE NO. 1**

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 4 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND

TABLE A: EASEMENTS IRREVOCABLY OFFERED BY TREASURE ISLAND DEVELOPMENT AUTHORITY			
EASEMENT	EASEMENT DOC. NO.	IMPROVEMENT DOC. NO.	EASEMENT TYPE
EXHIBIT G			ELECTRIC
EXHIBIT H			ELECTRIC, SANITARY SEWER, STORM DRAIN, WATER
EXHIBIT I			PUBLIC ACCESS EASEMENT
EXHIBIT K			EMERGENCY VEHICLE ACCESS
EXHIBIT L			PUBLIC ACCESS EASEMENT

TABLE B: EASEMENTS AND IMPROVEMENTS IRREVOCABLY OFFERED BY YBI PHASE 1 INVESTORS, LLC			
EASEMENT	EASEMENT DOC. NO.	IMPROVEMENT DOC. NO.	EASEMENT TYPE
EXHIBIT A1			ELECTRIC
EXHIBIT A2			ELECTRIC
EXHIBIT B			ELECTRIC
EXHIBIT C			EMERGENCY VEHICLE ACCESS
EXHIBIT D			EMERGENCY VEHICLE ACCESS
EXHIBIT E			ELECTRIC, WATER
EXHIBIT F			EMERGENCY VEHICLE ACCESS

TABLE C: EASEMENTS AND IMPROVEMENTS IRREVOCABLY OFFERED BY YBI PHASE 2 INVESTORS, LLC			
EASEMENT	EASEMENT DOC. NO.	IMPROVEMENT DOC. NO.	EASEMENT TYPE
EXHIBIT J1			WATER
EXHIBIT J2			WATER

TABLE D: IMPROVEMENTS IRREVOCABLY OFFERED BY TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC BY SEPARATE INSTRUMENT			
EASEMENT	EASEMENT DOC. NO.	IMPROVEMENT DOC. NO.	EASEMENT TYPE
EXHIBIT G			ELECTRIC
EXHIBIT H			ELECTRIC, SANITARY SEWER, STORM DRAIN, WATER
EXHIBIT I			PUBLIC ACCESS EASEMENT
EXHIBIT K			EMERGENCY VEHICLE ACCESS
EXHIBIT L			PUBLIC ACCESS EASEMENT

#### CONDOMINIUM NOTES:

- A. THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF 189 DWELLING UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS.
- B. ALL INGRESS (ES), EGRESS (ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.
- C. UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
  - (i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
  - (ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES
- D. IN THE EVENT THE AREAS IDENTIFIED IN (C)(i) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, AND SUBJECT TO THE TERMS OF ANY APPLICABLE ENCROACHMENT PERMIT, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTION AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO THE IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY SUBJECT TO THE TERMS OF ANY APPLICABLE ENCROACHMENT PERMIT.
- E. APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.
- F. BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER MACALLA ROAD AND YERBA BUENA ROAD ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).
- G. SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

## FINAL MAP NO. 9856 PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 5 OF 16 SHEETS

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

1. MATTERS SET FORTH IN THE QUITCLAIM DEED EXECUTED BY AND BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION AND STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, RECORDED OCTOBER 26, 2000, AS INSTRUMENT NO. 2000-0855531-00 IN REEL H751, IMAGE 410 OF OFFICIAL RECORDS.
2. A RESERVED EASEMENT FOR INGRESS AND EGRESS AND RESERVATIONS OF RIGHTS TO CERTAIN EXISTING UTILITY INFRASTRUCTURE IN THE DOCUMENT TITLED "QUITCLAIM DEED FOR THE INITIAL CONVEYANCE YERBA BUENA ISLAND AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471" RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068759 OF OFFICIAL RECORDS.
3. TERMS AND PROVISIONS OF THE ASSIGNMENT OF EASEMENTS, CONTRACTS, LICENSES AND PERMITS RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068761 OF OFFICIAL RECORDS.
4. AN ASSIGNMENT OF RENTS UPON THE TERMS AND PROVISIONS CONTAINED THEREIN, MADE BY TREASURE ISLAND DEVELOPMENT AUTHORITY TO THE UNITED STATES OF AMERICA RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068762 OF OFFICIAL RECORDS AS MODIFIED BY THE DOCUMENT DECLARING MODIFICATIONS THEREOF RECORDED JANUARY 28, 2016 AS INSTRUMENT NO. 2016-K195717 OF OFFICIAL RECORDS.
5. RESERVED EASEMENTS FOR UTILITY FACILITIES AND DRAINAGE INFRASTRUCTURE IN THE DOCUMENT TITLED "QUITCLAIM DEED AND RESERVATION OF EASEMENTS" RECORDED NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-K154698 OF OFFICIAL RECORDS AND SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT TITLED "MEMORANDUM MEMORIALIZING LOCATION OF RESERVED EASEMENTS ON YERBA BUENA ISLAND" RECORDED FEBRUARY 9, 2018 AS INSTRUMENT NO. 2018-K577005 OF OFFICIAL RECORDS AND THE DOCUMENT TITLED "SECOND MEMORANDUM MEMORIALIZING LOCATION OF RESERVED EASEMENTS ON TREASURE ISLAND AND YERBA BUENA ISLAND" RECORDED JULY 20, 2018 AS INSTRUMENT NO. 2018-K641578 OF OFFICIAL RECORDS; AND THE "THIRD MEMORANDUM MEMORIALIZING LOCATION OF RESERVED EASEMENTS ON TREASURE ISLAND AND YERBA BUENA ISLAND" RECORDED \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ OF OFFICIAL RECORDS.
6. TERM AND PROVISIONS FOR AN EASEMENT FOR SHORING, GRADING, STOCKPILING, CONSTRUCTION, EQUIPMENT STORAGE, RIGHT-OF-WAY, PUBLIC AND PRIVATE UTILITIES, AND INCIDENTAL PURPOSES, RECORDED JUNE 22, 2018 AS INSTRUMENT NO. 2018-K629735 OF OFFICIAL RECORDS.
7. RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION AND FISHERY.
8. THE TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS OF THE ACT OF THE LEGISLATURE OF OCTOBER 12, 1997 (1997 CAL. STAT. CH. 899, PAGE 6444) AND AS SAME MAY BE AMENDED AND THE EFFECT OF ANY FAILURE TO COMPLY THEREWITH.
9. AN EASEMENT FOR COMMUNICATION CABLE LINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 7, 1966 AS BOOK 86, PAGE 29 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED FEBRUARY 10, 2016 AS INSTRUMENT NO. 2016K200003 OF OFFICIAL RECORDS.
10. THE TERMS AND PROVISIONS OF THE UNRECORDED INTERAGENCY COOPERATION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND) DATED AS OF JUNE 28, 2011, EXECUTED BY AND BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE TREASURE ISLAND DEVELOPMENT AUTHORITY, TOGETHER WITH THE TERMS AND PROVISIONS OF THE DEVELOPER'S CONSENT TO ICA AGREEMENT DATED AS OF JUNE 28, 2011, EXECUTED BY TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, AS DISCLOSED BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT REFERRED TO BELOW. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS.
11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DISPOSITION AND DEVELOPMENT AGREEMENT, EXECUTED BY AND BETWEEN TREASURE ISLAND DEVELOPMENT AUTHORITY AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, RECORDED AUGUST 10, 2011, AS INSTRUMENT NO. BOOK K457, PAGE 142 AS INSTRUMENT NO. 2011-J235239 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED NOVEMBER 5, 2015 AS INSTRUMENT NO. 2015-K153304 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "REVERTER RELEASE (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED FEBRUARY 22, 2016 AS INSTRUMENT NO. 2016-K206337 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED JANUARY 22, 2018 AS INSTRUMENT NO. 2018-K569072 OF OFFICIAL RECORDS.
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT, EXECUTED BY AND BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, RECORDED AUGUST 10, 2011, IN BOOK K457, PAGE 143 AS INSTRUMENT NO. 2011-J235240 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (YERBA BUENA ISLAND - PARCELS 21 AND 23 OF TRANSFER MAP NO. 8674)" RECORDED JUNE 22, 2018 AS INSTRUMENT NO. 2018-K629739 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (YERBA BUENA ISLAND - LOT 21 OF TRANSFER MAP NO. 8674)" RECORDED MAY 14, 2019 AS INSTRUMENT NO. 2019-K766276 OF OFFICIAL RECORDS.

13. COVENANTS, TERMS AND PROVISIONS AS CONTAINED IN THE ECONOMIC DEVELOPMENT CONVEYANCE MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE TREASURE ISLAND DEVELOPMENT AUTHORITY FOR THE CONVEYANCE OF THE NAVAL STATION TREASURE ISLAND, AS DISCLOSED BY THE SHORT FORM NOTICE OF AGREEMENT RECORDED JULY 9, 2014 AS INSTRUMENT NO. 2014-J905758 OF OFFICIAL RECORDS, INCLUDING BUT NOT LIMITED TO THE RIGHT OF A PARTY THERETO TO EXERCISE ANY AND ALL OF THE REMEDIES FOR BREACH WHICH ARE PROVIDED THEREIN, AS WELL AS ANY OTHER REMEDIES TO WHICH THE PARTY IS ENTITLED AT LAW OR IN EQUITY. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RELEASE OF AGREEMENT FOR VERTICAL DEVELOPMENT" RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068763 OF OFFICIAL RECORDS.
14. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED COMPROMISE TITLE SETTLEMENT AND LAND EXCHANGE AGREEMENT FOR TREASURE ISLAND AND YERBA BUENA ISLAND RECORDED JANUARY 14, 2015 AS INSTRUMENT NO. 2015-K005565 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 23, 2015 AS INSTRUMENT NO. 2015-K148759 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED FEBRUARY 5, 2020 AS INSTRUMENT NO. 2020-K899162 OF OFFICIAL RECORDS.
15. THE NOTICES, TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS (INCLUDING NOTICES OF THE EXISTENCE OF HAZARDOUS WASTE) CONTAINED IN THE "QUITCLAIM DEED FOR THE INITIAL CONVEYANCE YERBA BUENA ISLAND AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471," RECORDED MAY 29, 2015 AS INSTRUMENT NO. 2015-K068759 OF OFFICIAL RECORDS. AN EASEMENT AS CONTAINED IN THE ABOVE DOCUMENT. FOR: INGRESS, EGRESS, UTILITIES, ACCESS FOR REMEDIAL ACTION OR CORRECTIVE ACTION, AND INCIDENTAL PURPOSES.
16. THE TERMS AND PROVISIONS OF THE UNRECORDED MEMORANDUM OF UNDERSTANDING DATED AS OF OCTOBER 1, 2015, EXECUTED BY AND AMONG THE TREASURE ISLAND DEVELOPMENT AUTHORITY, THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS FIRST SOURCE IRING ADMINISTRATION AND TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, AS DISCLOSED BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT REFERRED TO BELOW. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)" RECORDED NOVEMBER 24, 2015 AS INSTRUMENT NO. 2015-K159593 OF OFFICIAL RECORDS.
17. AN EASEMENT FOR A JOINT TRENCH VAULT AND INCIDENTAL PURPOSES, RECORDED APRIL 19, 2018 AS 2018-K602949 OF OFFICIAL RECORDS.
18. AN EASEMENT FOR A JOINT TRENCH VAULT AND INCIDENTAL PURPOSES, RECORDED APRIL 19, 2018 AS 2018-K602950 OF OFFICIAL RECORDS.
19. AN EASEMENT FOR LOW-PRESSURE WATER IMPROVEMENTS AND INCIDENTAL PURPOSES, RECORDED APRIL 19, 2018 AS 2018-K602951 OF OFFICIAL RECORDS.
20. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 19, 2018 AS INSTRUMENT NO. 2018-K602955 OF OFFICIAL RECORDS AND AS INSTRUMENT NO. 2018-K602956 OF OFFICIAL RECORDS.
21. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "OFFER OF IMPROVEMENTS" RECORDED APRIL 19, 2018 AS INSTRUMENT NO. 2018-K602967 OF OFFICIAL RECORDS AND AS INSTRUMENT NO. 2018-K602980 OF OFFICIAL RECORDS AND AS 2018-K602988 OF OFFICIAL RECORDS AND AS 2018-K602989 OF OFFICIAL RECORDS AND AS 2018-K602990 OF OFFICIAL RECORDS.
22. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "YERBA BUENA ISLAND PUBLIC IMPROVEMENT AGREEMENT" RECORDED APRIL 19, 2018 AS 2018-K602991 OF OFFICIAL RECORDS.
23. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT ENTITLED "DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS" RECORDED JUNE 22, 2018 AS INSTRUMENT NO. 2018-K629725 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF EACH OF: DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS; AGREEMENT OF RIGHT OF FIRST REFUSAL; OPTION TO REPURCHASE PROPERTY AND CONSTRUCTION COVENANTS, CONDITIONS AND RESTRICTIONS; AND DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FUTURE FILING (YERBA BUENA ISLAND - LOT 21 OF TRANSFER MAP NO. 8674)" RECORDED MAY 14, 2019 AS INSTRUMENT NO. 2019-K766277 OF OFFICIAL RECORDS.
24. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "VERTICAL DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED JUNE 22, 2018 AS INSTRUMENT NO. 2018-K629738 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION OF VERTICAL DISPOSITION AND DEVELOPMENT AGREEMENT (YERBA BUENA ISLAND - TRANSFERRED PARCELS: LOT 21)" RECORDED MAY 14, 2019 AS INSTRUMENT NO. 2019-K766275 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COLLATERAL ASSIGNMENT AND ASSUMPTION OF VERTICAL DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED MAY 14, 2019 AS INSTRUMENT NO. 2019-K766280 OF OFFICIAL RECORDS.

**LINE LEGEND**

- FINAL MAP BOUNDARY LINE  
————— NEW PROPERTY LINE  
----- EASEMENT LINE  
----- MONUMENT LINE  
----- ADJACENT LOT LINE  
- - - - - MATCH LINE

**EASEMENT LEGEND**

- (E) EXISTING EASEMENT  
(OOI) OFFER OF IMPROVEMENT  
PUE PUBLIC UTILITY EASEMENT  
EVAE EMERGENCY VEHICLE ACCESS EASEMENT  
PAE PUBLIC ACCESS EASEMENT

**SURVEY REFERENCE**

- (1) RECORD OF SURVEY NO. 10106 II M 83, RECORDED ON FEBRUARY 05, 2020 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (2) FINAL TRANSFER MAP NO. 8674 FF MAP 177-192, RECORDED ON DECEMBER 07, 2015 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (3) FINAL MAP NO. 9228 134 CM 7-23, RECORDED ON APRIL 19, 2018 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (4) RECORD OF SURVEY MAP AA MAPS 85-95, RECORDED ON JULY 15, 2003 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (5) RECORD OF SURVEY NO. 6422, DD MAPS 191-195, RECORDED FEBRUARY 08, 2012 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (6) RECORD OF SURVEY NO. 8080, EE MAPS 147-157, RECORDED APRIL 04, 2014 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- (7) RECORD OF SURVEY NO. 8433, FF MAPS 149-151, RECORDED NOVEMBER 10, 2015 ON FILE IN THE OFFICE OF THE COUNTY RECORDER.

**FINAL MAP NO. 9856  
PHASE NO. 1**

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

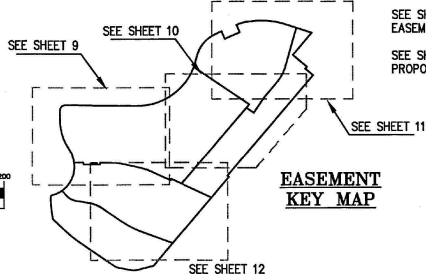
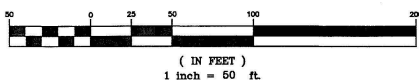
SHEET 6 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND



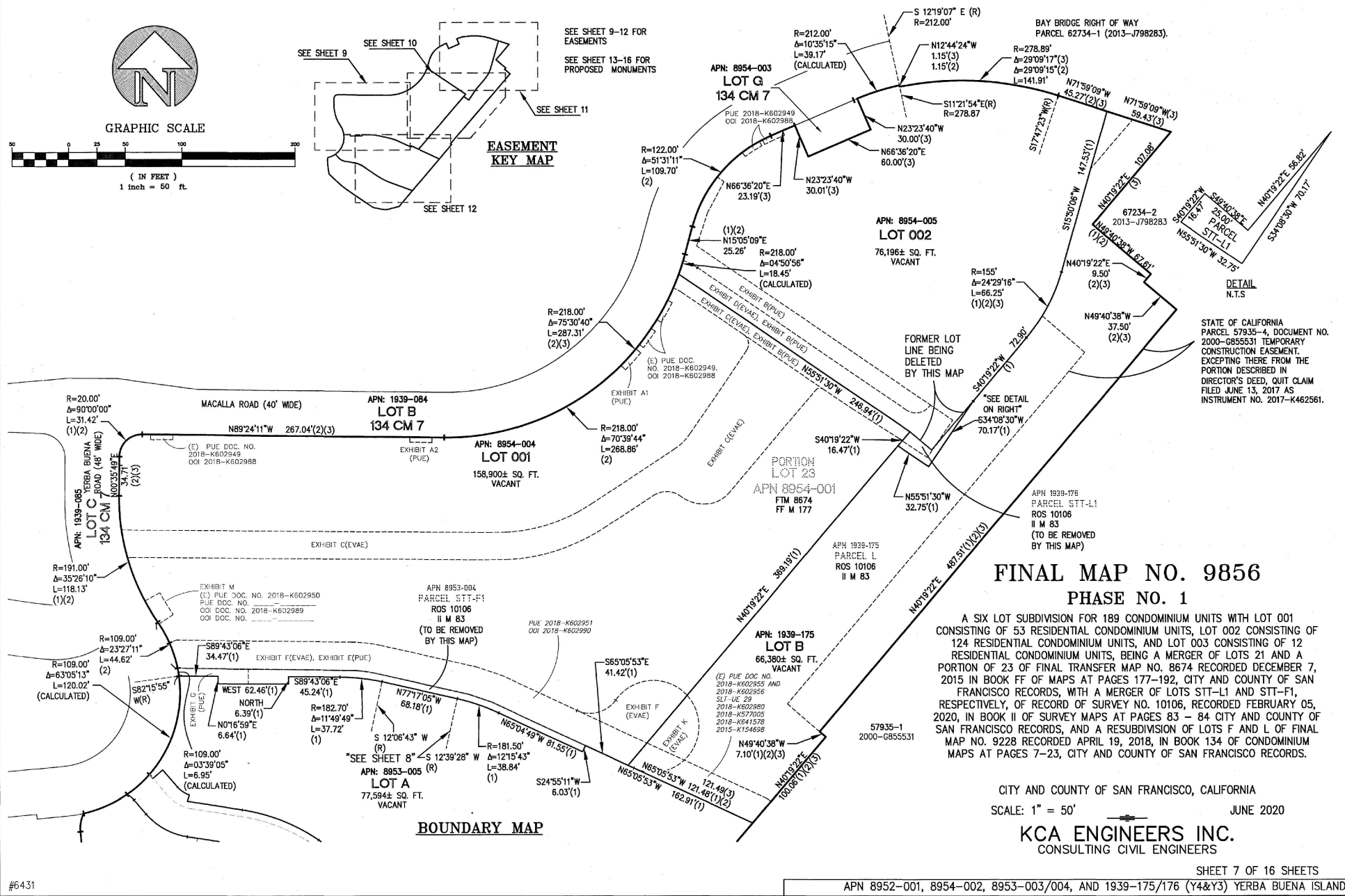


GRAPHIC SCALE



SEE SHEET 9-12 FOR  
EASEMENTS  
SEE SHEET 13-16 FOR  
PROPOSED MONUMENTS

**EASEMENT  
KEY MAP**



**FINAL MAP NO. 9856  
PHASE NO. 1**

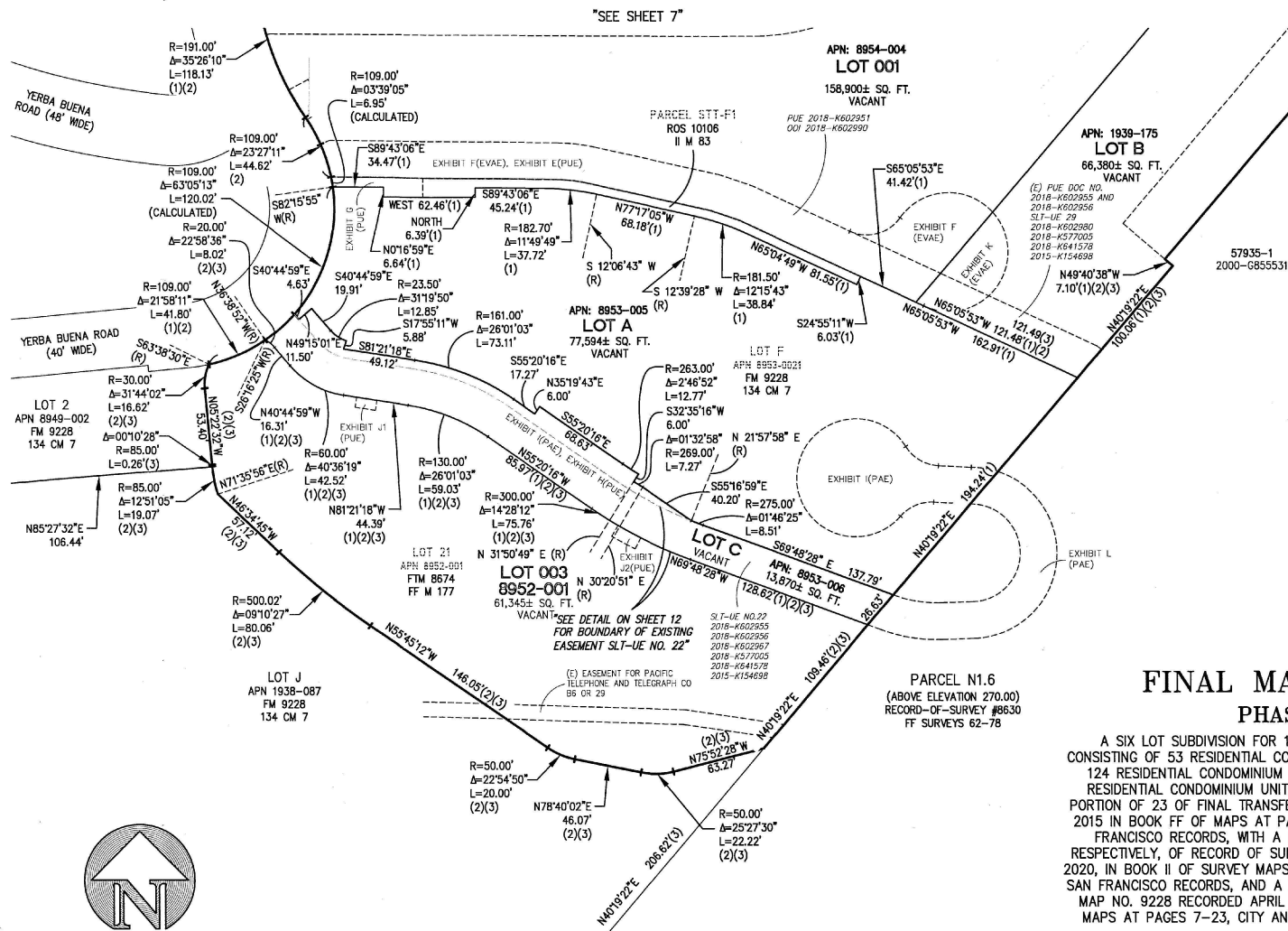
A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
SCALE: 1" = 50' JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 7 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND



## FINAL MAP NO. 9856 PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
SCALE: 1" = 50' JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

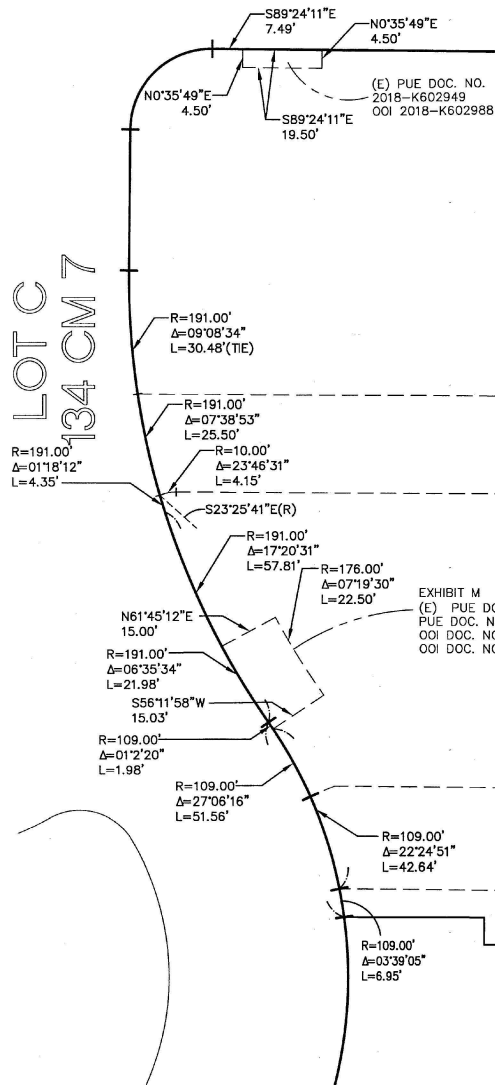
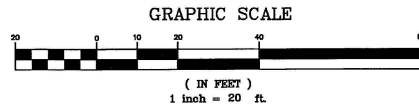
SHEET 8 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND

LOT C  
134 CM 7

134 CM 7

LOT 001



"SEE SHEET 12 FOR EASEMENT DIMENSIONS ON LOT 003"

# EASEMENT MAP

## FINAL MAP NO. 9856 PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
SCALE: 1" = 20' JUNE 2020

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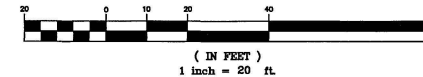
SHEET 9 OF 16 SHEETS



LOT G  
134 CM 7



GRAPHIC SCALE



LOT 002

## FINAL MAP NO. 9856 PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

SCALE: 1" = 20'

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 11 OF 16 SHEETS

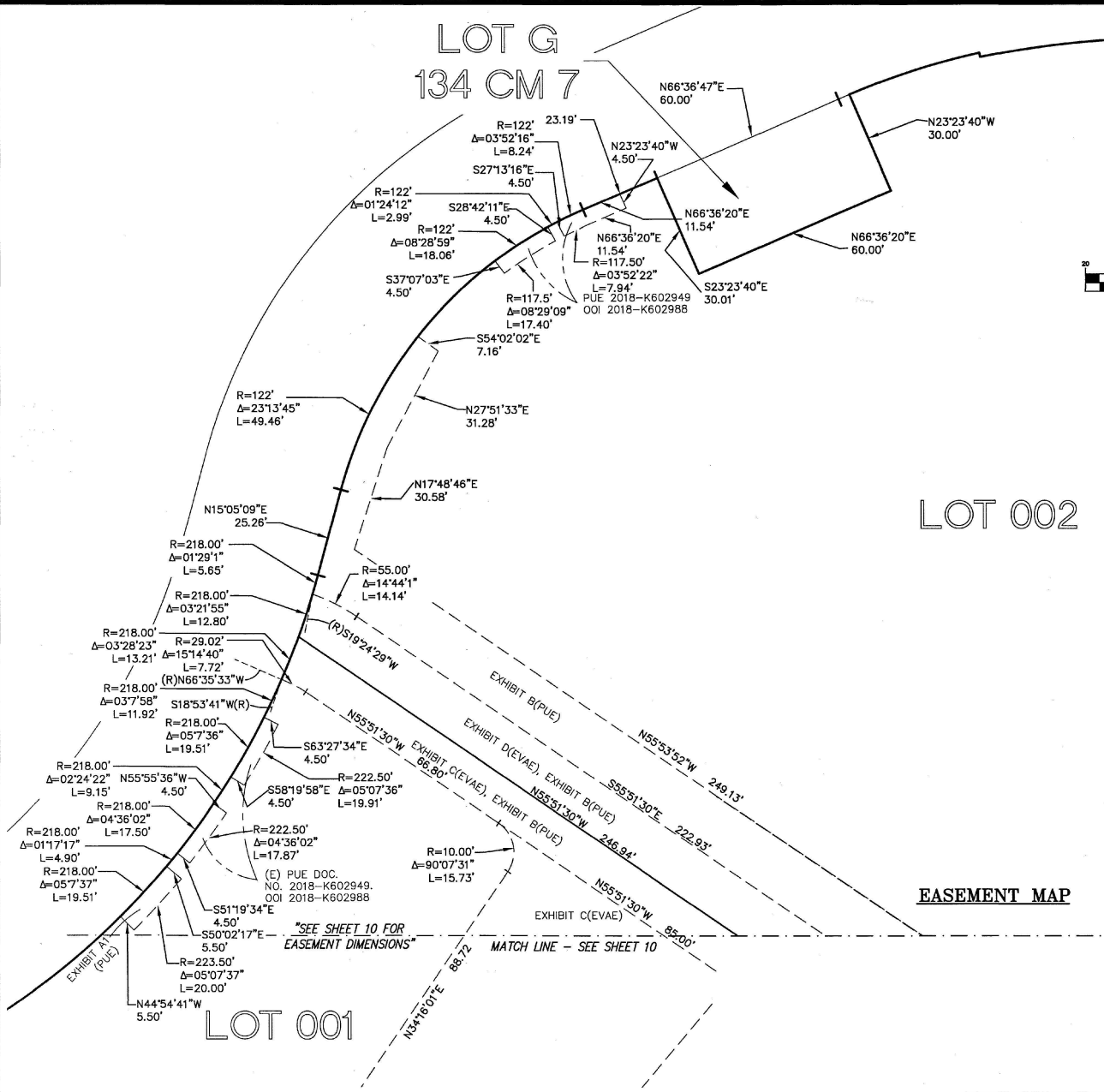
APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND

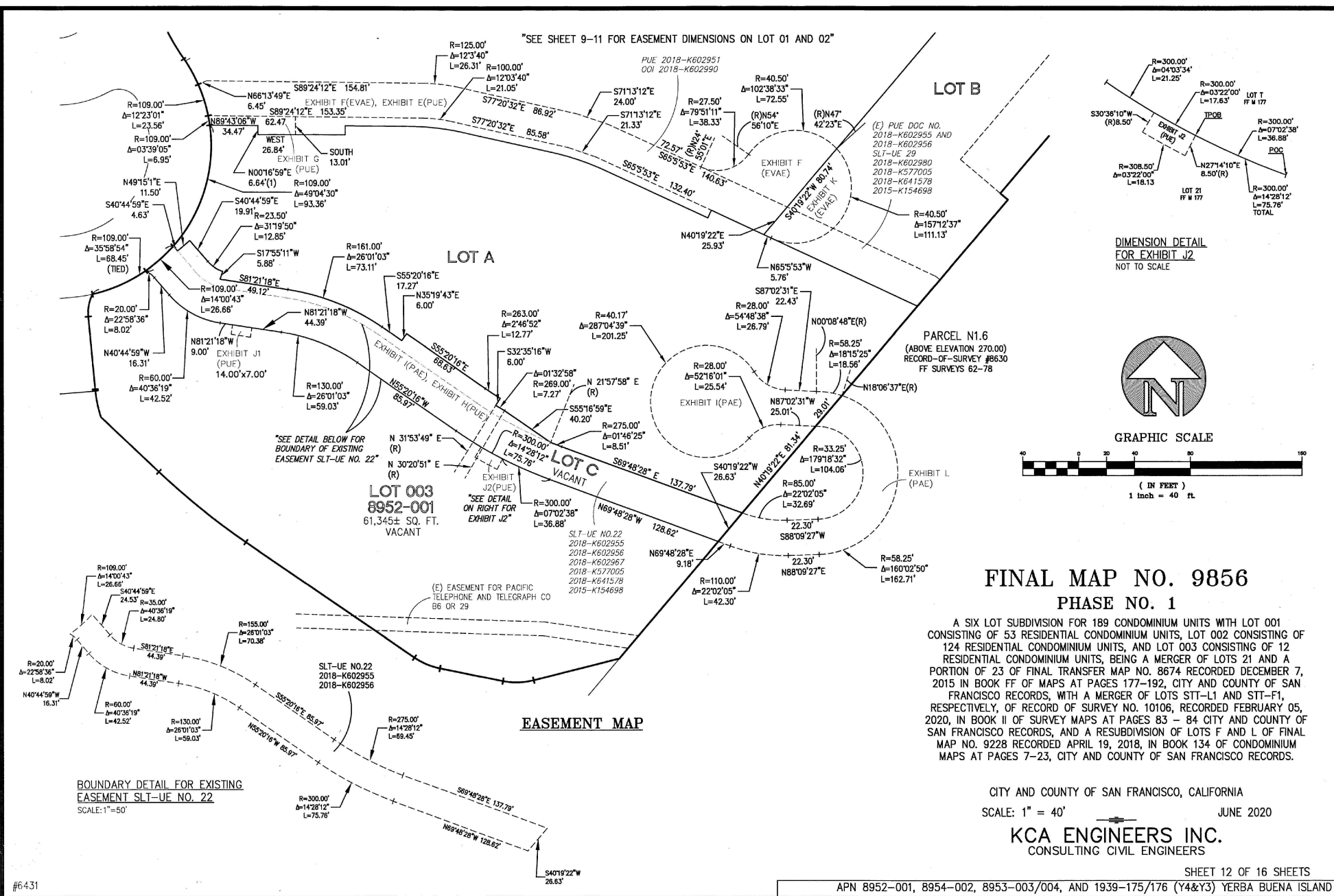
EASEMENT MAP

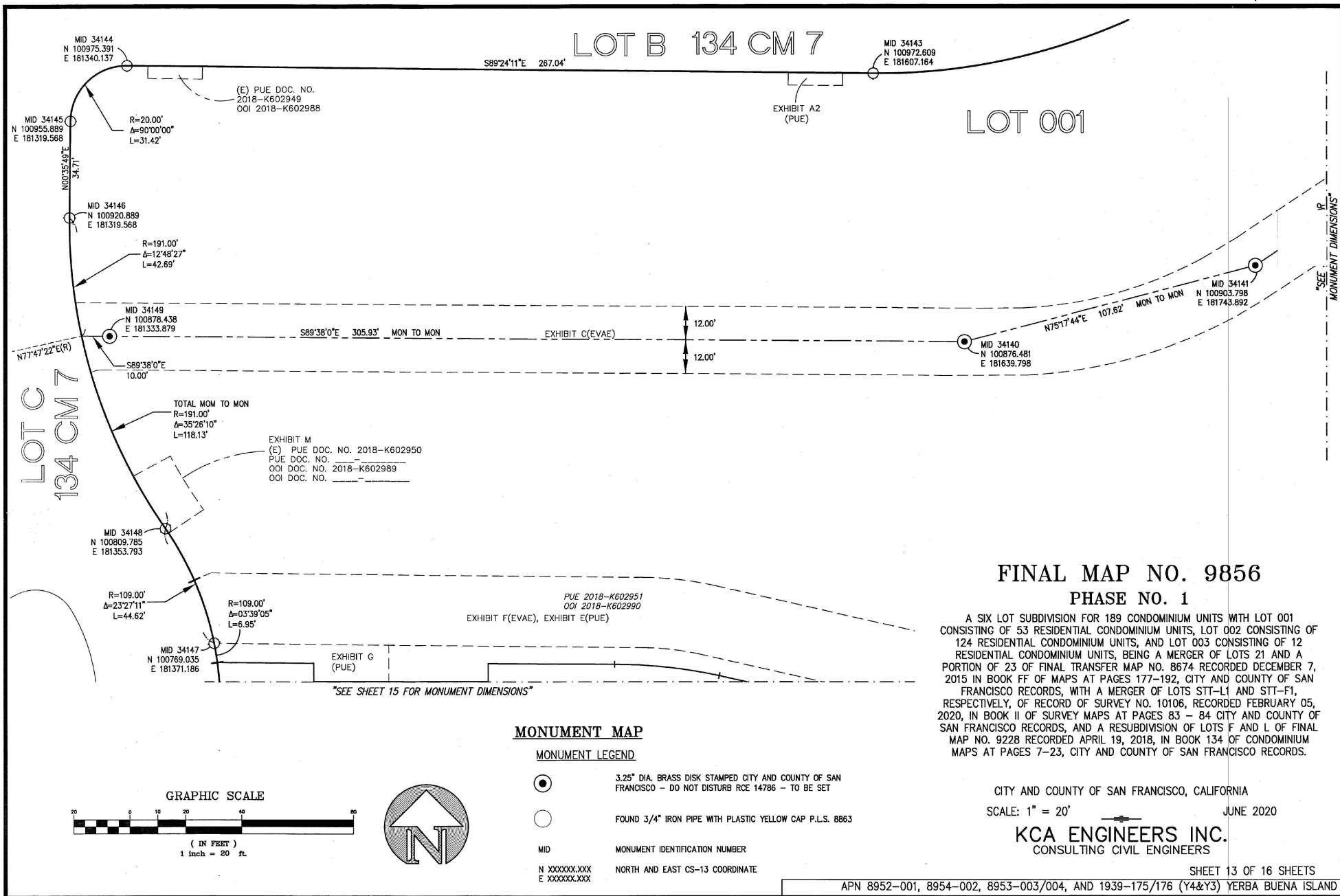
\*SEE SHEET 10 FOR  
EASEMENT DIMENSIONS\*

MATCH LINE - SEE SHEET 10

LOT 001



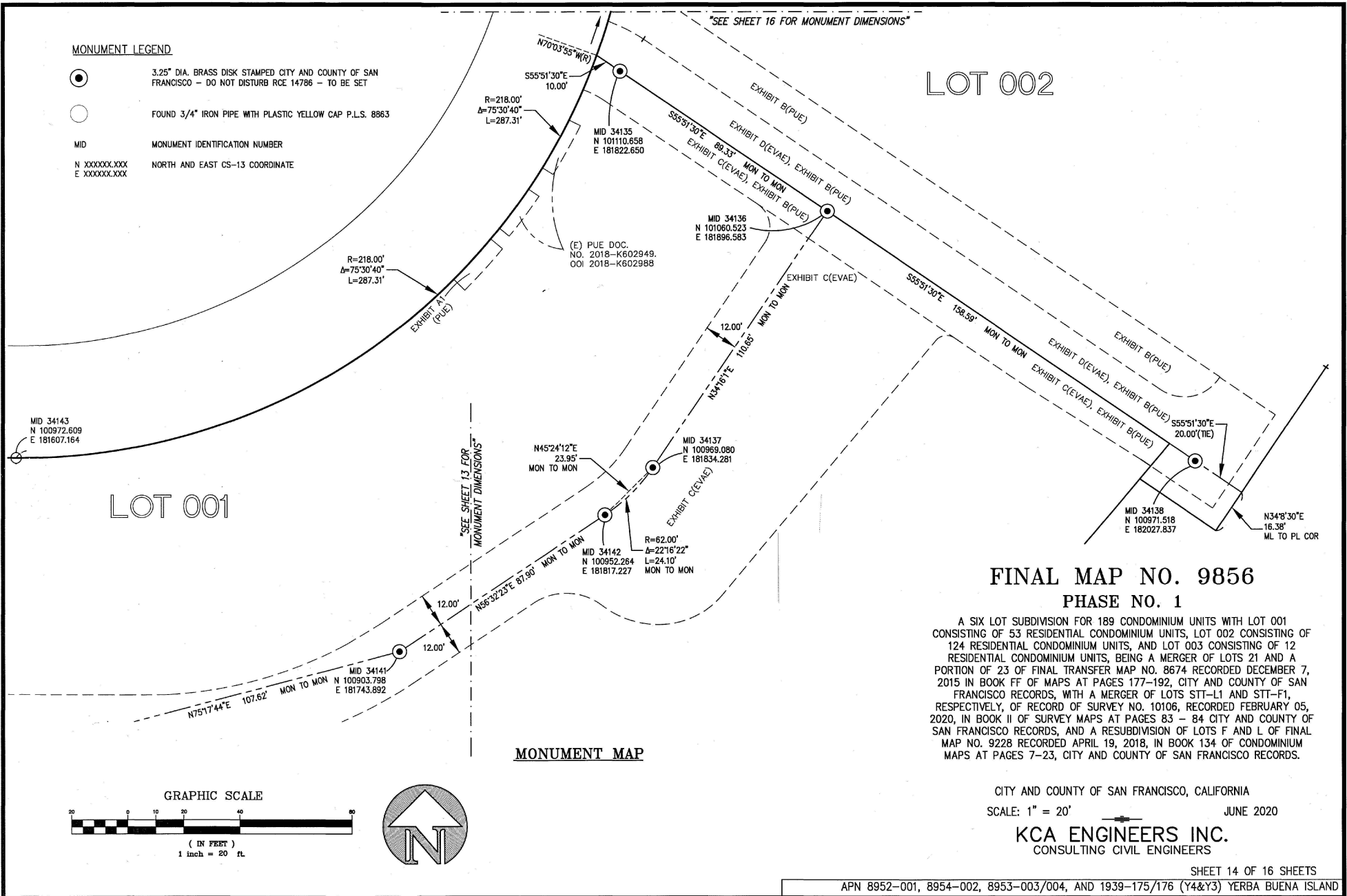


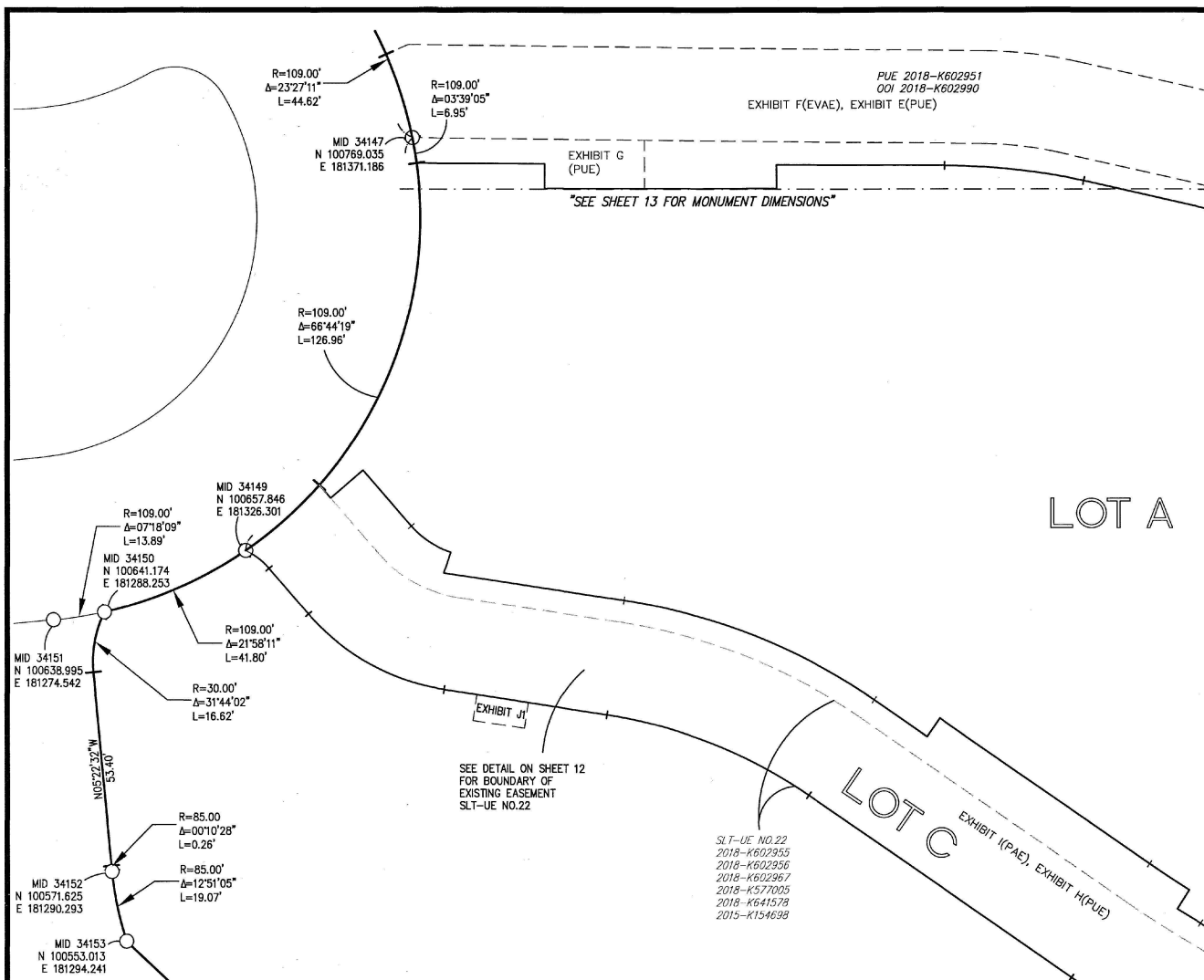




# MONUMENT LEGEND

- 3.25" DIA. BRASS DISK STAMPED CITY AND COUNTY OF SAN FRANCISCO - DO NOT DISTURB RCE 14786 - TO BE SET
- FOUND 3/4" IRON PIPE WITH PLASTIC YELLOW CAP P.L.S. 8863
- MID MONUMENT IDENTIFICATION NUMBER
- N XXXXXX.XXX NORTH AND EAST CS-13 COORDINATE
- E XXXXXX.XXX





# MONUMENT LEGEND

- 3.25" DIA. BRASS DISK STAMPED CITY AND COUNTY OF SAN FRANCISCO - DO NOT DISTURB RCE 14786 - TO BE SET
- FOUND 3/4" IRON PIPE WITH PLASTIC YELLOW CAP P.L.S. 8863
- MID MONUMENT IDENTIFICATION NUMBER
- N XXXXXX.XXX NORTH AND EAST CS-13 COORDINATE
- E XXXXXX.XXX

## FINAL MAP NO. 9856 PHASE NO. 1

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

SCALE: 1" = 20'

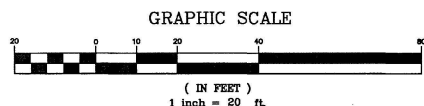
JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 15 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND

## MONUMENT MAP



LOT G  
134 CM 7

MID 34154  
N 101238.466  
E 181895.851

PUE 2018-K602949  
OOI 2018-K602988

R=122.00'  
Δ=51°31'11"  
L=109.70'

MID 34155  
N 101158.248  
E 181826.496

N15°05'09"E  
25.26'

"SEE SHEET 14 FOR MONUMENT DIMENSIONS"

N70°03'55"W(R)  
10.00'

S55°51'30"E  
10.00'

R=218.00'  
Δ=75°30'40"  
L=287.31'

MID 34135  
N 101110.658  
E 181822.650

(E) PUE DOC.  
NO. 2018-K602949.  
OOI 2018-K602988

MID 34136  
N 101060.523  
E 181896.583

MONUMENT MAP

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.



MONUMENT LEGEND



3.25" DIA. BRASS DISK STAMPED CITY AND COUNTY OF SAN FRANCISCO - DO NOT DISTURB RCE 14786 - TO BE SET



FOUND 3/4" IRON PIPE WITH PLASTIC YELLOW CAP P.L.S. 8863

MID

MONUMENT IDENTIFICATION NUMBER

N XXXXXX.XXX  
E XXXXXX.XXX

NORTH AND EAST CS-13 COORDINATE

LOT 002

**FINAL MAP NO. 9856  
PHASE NO. 1**

A SIX LOT SUBDIVISION FOR 189 CONDOMINIUM UNITS WITH LOT 001 CONSISTING OF 53 RESIDENTIAL CONDOMINIUM UNITS, LOT 002 CONSISTING OF 124 RESIDENTIAL CONDOMINIUM UNITS, AND LOT 003 CONSISTING OF 12 RESIDENTIAL CONDOMINIUM UNITS, BEING A MERGER OF LOTS 21 AND A PORTION OF 23 OF FINAL TRANSFER MAP NO. 8674 RECORDED DECEMBER 7, 2015 IN BOOK FF OF MAPS AT PAGES 177-192, CITY AND COUNTY OF SAN FRANCISCO RECORDS, WITH A MERGER OF LOTS STT-L1 AND STT-F1, RESPECTIVELY, OF RECORD OF SURVEY NO. 10106, RECORDED FEBRUARY 05, 2020, IN BOOK II OF SURVEY MAPS AT PAGES 83 - 84 CITY AND COUNTY OF SAN FRANCISCO RECORDS, AND A RESUBDIVISION OF LOTS F AND L OF FINAL MAP NO. 9228 RECORDED APRIL 19, 2018, IN BOOK 134 OF CONDOMINIUM MAPS AT PAGES 7-23, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

SCALE: 1" = 20'

JUNE 2020

**KCA ENGINEERS INC.**  
CONSULTING CIVIL ENGINEERS

SHEET 16 OF 16 SHEETS

APN 8952-001, 8954-002, 8953-003/004, AND 1939-175/176 (Y4&Y3) YERBA BUENA ISLAND