

ITEM 8
Treasure Island Development Authority
City and County of San Francisco
Meeting of November 8, 2023

Subject: Resolution of acceptance of the Ferry Terminal Improvements on Treasure Island and associated actions including to (i) Dedicate such Improvements for Public Use, and to Accept such Improvements for Maintenance and Liability Purposes, and (ii) Recommend to the Board of Supervisors They Acknowledge the Authority’s Acceptance of such Improvements, and (iii) Adopt Environmental Findings

Contact: Joey Benassini, Vertical Development Manager
(415) 319-4770, joey.benassini@sfgov.org

Reviewed by: AnMarie Rodgers, Deputy Director

SUMMARY

Treasure Island Community Development, LLC (the “Developer”) has completed the construction of the Ferry Terminal and North Breakwater (the “Ferry Terminal Improvements”) on and near Treasure Island and has offered such improvements to Treasure Island Development Authority (“the Authority”).

Pursuant to this resolution, the Authority would accept, subject to approval by the Board of Supervisors and the conditions described in this report, the Ferry Terminal Improvements for maintenance and liability purposes and dedicating applicable areas and improvements to public use. The Authority will be responsible for ongoing maintenance of the ferry pier east of the ferry door per Figure 1, and the North Breakwater upon acceptance. Exhibit B is a map of the improvement areas.

BACKGROUND

On June 28, 2011 the Authority and the Developer entered into the Disposition and Development Agreement (as amended, “Treasure Island/Yerba Buena Island DDA” or “DDA”). The DDA contemplates the redevelopment of Treasure Island and Yerba Buena Island (“the Project”), including up to 8,000 units of housing, 140,000 square feet of commercial and retail space, 100,000 square feet of office space, and up to approximately 300 acres of parks and open space, a ferry terminal, new and upgraded streets and other public ways, and extensive bicycle, pedestrian, and transit facilities. As part of the Project, the Developer is obligated to construct a wide range of public facilities including the new parks, ferry terminal, new utilities, roadways and more (collectively, the “Public Improvements”).

As part of the implementation of the Project, the Authority has entered several Public Improvement Agreements (“PIAs”) by which Developer or its assigns agreed to construct the Public Improvements required by the DDA, such as roads and park and open space facilities, and to offer those improvements to the Authority and/or the City, as appropriate, for acceptance.

Public Works has drafted a Director’s Order (Exhibit H) recommending that the City and County of San Francisco Board of Supervisors acknowledge the Authority’s formal acceptance of irrevocable offers of public improvements associated with the Ferry Terminal Improvements, associated dedication of the Ferry Terminal Improvements for public use, and acceptance of the Ferry Terminal Improvements for maintenance and liability purposes. The Authority has issued a Conditional Notice of Completion (Conditional NOC) for the Ferry Terminal Improvements included in the DBI permits below:

Ferry Terminal Improvements	Permit #	Issue Date	Completion Date	Previous Permit #	Issue Date	Completion Date
Concrete Breakwater & Steel Piles	2022.0518.4539	5/19/2022	6/21/2022	2019.1120.7799	2/26/2020	2/18/2022
Fixed Pier	2022.0518.4538	5/19/2022	12/29/2022	2020.0818.2044	8/3/2021	12/29/2022
Steel Ferry Float	2022.0518.4537	5/19/2022	12/29/2022	2020.0916.4281	2/24/2021	12/29/2022
Aluminum Gangway & Ramps	2022.0518.4545	5/19/2022	12/29/2022	2020.1204.0242	8/3/2021	12/30/2022
Project Architectural Drawings	2022.0518.4536	5/19/2022	12/29/2022	2021.0112.2536	8/3/2021	12/29/2022
Utilities	2022.0518.4543	5/19/2022	12/29/2022	2021.0112.2537	8/9/2021	12/29/2022
Fire Protection	2022.0518.4541	5/19/2022	6/28/2022	2021.0128.3576	8/3/2021	1/13/2023

The Conditional NOC confirms that DBI has inspected the Ferry Terminal Improvements, issued Final Certificates of Completion and Occupancy for the DBI permits listed above, and has determined them to be in substantial conformity with the approved plans, specifications, and applicable City Rules and Regulations. Exhibit C is attached to this report and includes the Conditional NOC that the Authority has issued.

In accordance with the PIAs, the Authority staff has drafted a checklist of required acceptance documents to be submitted to the Authority including Offers of Improvements among others (Exhibit D). All relevant items on the checklist have been satisfied. Treasure Island Series 2, LLC, an affiliate of the Developer responsible for the public improvements on Yerba Buena Island and Treasure Island, has drafted Offers of Improvements (Exhibit E) offering the Ferry Terminal Improvements to the Authority and an assignment of warranties. In addition, consistent with relevant City and State laws and regulations, San Francisco Planning Department has provided a General Plan Consistency Determination and CEQA Findings letter (Exhibit G) for the above referenced public improvements, including the Ferry Terminal Improvements.

the Authority will also be asking the Board of Supervisors to acknowledge the Authority Board’s acceptance of Developer offer of the Ferry Terminal Improvements, dedicate them for public use and accept them for maintenance and liability purposes. We anticipate the following schedule for the legislative package for Board of Supervisors to acknowledge Authority Board’s acceptance of the Ferry Terminal Improvements.

<u>Milestone</u>	<u>Date (Tentative)</u>
Package Introduced at the BOS	12/05/2023
Package Discussed at the Land Use and Transportation Subcommittee	01/08/2024
Package 1 st reading at the BOS	01/23/2024
Package 2 nd reading at the BOS	01/30/2024
Outside Date of Mayor signing the Package	02/09/2024
Package officially takes effect	03/09/2024

COSTS, OPERATION, MAINTENANCE

Cost

The Ferry Terminal Improvements include the north breakwater, ferry float system and gangway, pier structure, and canopy, amongst other components, as further described in the DBI permits described above. The construction cost for these improvements totaled approximately \$31,500,000.

Operations

The Ferry Terminal is currently under a license agreement for ferry operations between the Authority and Developer. That license agreement took effect January 1, 2022 and is set to expire on the date that the San Francisco Bay Area Water Emergency Transportation authority (“WETA”), requires control of the ferry terminal to begin equivalent ferry services, but no later than December 31, 2025. The Authority is currently working with WETA, Treasure Island Mobility Management Agency (“TIMMA”) and the San Francisco County Transportation Agency (“SFCTA”) to secure funding for a dedicated ferry for Treasure Island. The Authority is also working to secure funding for new electric charging infrastructure to allow for the conversion of current diesel ferry service to an emission-free ferry service between Treasure Island and downtown San Francisco.

Maintenance

Per the license agreement, the Developer is responsible for the condition, operation, repair, maintenance, and management of the ferry terminal facilities from the door on the pier westward, including the gangway and float. The Authority anticipates that from and after commencement of WETA ferry operations, WETA will assume primary operation, management, repair and maintenance responsibilities for the ferry terminal pursuant to the terms of the contract with WETA. Additionally, repairs to the ferry improvements are currently covered by a 2-year warranty from the Developer per the Treasure Island Public Improvement Agreement, which commenced May 2023, ending May 2025.

TIDA will be responsible for ongoing maintenance of the ferry pier east of the ferry door per Figure 1, and the North Breakwater upon acceptance. A Draft Ferry Improvements Maintenance Plan can be found in Exhibit F. Regular maintenance activities for the portion of the ferry pier under The Authority’s responsibility will be performed by means of a work order with Public Works. These maintenance activities include cleaning of the glass panels, power washing the concrete walkway and curbs, visual inspections of the canopy, emptying trash receptacles, and checking door operation. North Breakwater maintenance is anticipated to be performed by work order with the Port of San Francisco and includes a diving inspection of the concrete sheets and piles that form the Breakwater. Funding for the maintenance will initially come from The Authority’s operation budget and will come from Community Facility District (“CFD”) funds in the future.

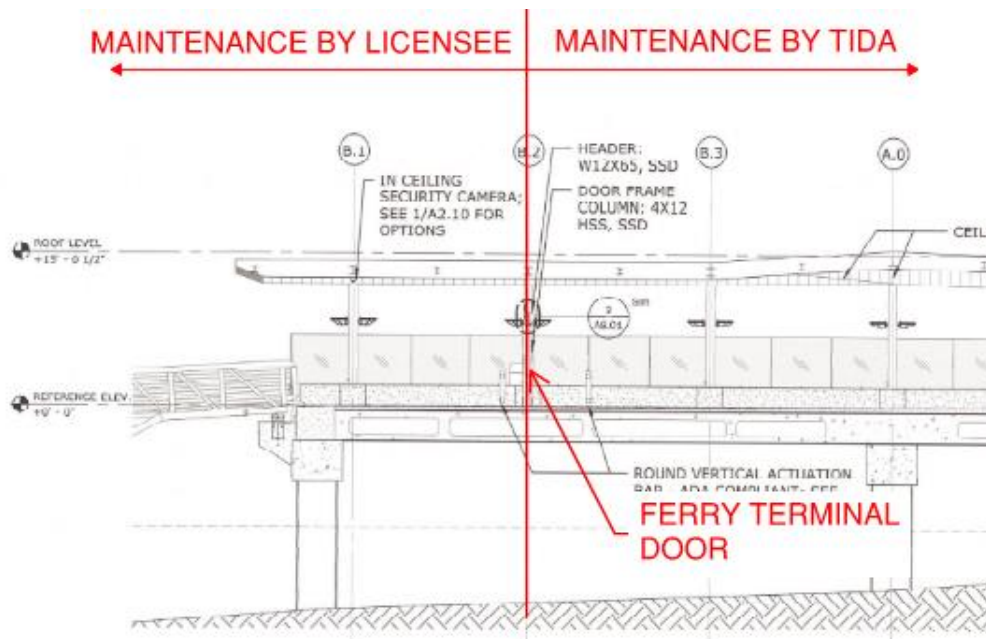


Figure 1: Ferry Terminal Pier Maintenance Responsibility Delineation

RECOMMENDATION

Staff recommends the Authority Board accept the Ferry Terminal Improvements on Treasure Island, to dedicate the Ferry Terminal Improvements for Public Use, and to accept the Ferry Terminal Improvements for maintenance and liability purposes subject to the acknowledgement of the Authority’s actions related to the Ferry Terminal Improvements by the Board of Supervisors.

EXHIBITS

- A. TIDA Resolution
- B. Map of TIDA Assets to be Accepted
- C. Conditional Notice of Completion for Treasure Island Ferry Improvements
- D. TIDA Assets Acceptance Package Checklist
- E. Developer's Acceptance Package to TIDA
- F. Draft Ferry Improvements Maintenance Plan
- G. SF Planning General Plan Consistency Determination and CEQA Findings Letter
- H. Draft Public Works Order

Exhibit A - Draft Resolution for Ferry Terminal Improvements

1 [Acceptance of Ferry Terminal Improvements on Treasure Island]
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3 **RESOLUTION OF ACCEPTANCE OF THE FERRY TERMINAL**
4 **IMPROVEMENTS ON TREASURE ISLAND AND ASSOCIATED ACTIONS**
5 **INCLUDING TO (i) DEDICATE SUCH IMPROVEMENTS FOR PUBLIC USE, AND TO**
6 **ACCEPT SUCH IMPROVEMENTS FOR MAINTENANCE AND LIABILITY**
7 **PURPOSES, AND (ii) RECOMMEND TO THE BOARD OF SUPERVISORS THEY**
8 **ACKNOWLEDGE THE AUTHORITY’S ACCEPTANCE OF SUCH IMPROVEMENTS,**
9 **AND (iii) ADOPT ENVIRONMENTAL FINDINGS.**

10 WHEREAS, On June 28, 2011, the Treasure Island Development Authority (the
11 “**Authority**”) and Treasure Island Community Development, LLC (“**Developer**”) entered into
12 the Disposition and Development Agreement (as amended, “**Treasure Island/Yerba Buena**
13 **Island DDA**” or “**DDA**”); and

14 WHEREAS, The DDA contemplates the redevelopment of Treasure Island and Yerba
15 Buena Island (the “**Project**”), including up to 8,000 units of housing, 140,000 square feet of
16 commercial and retail space, 100,000 square feet of office space, and up to approximately 300
17 acres of parks and open space, a ferry terminal, new and upgraded streets and other public ways,
18 and extensive bicycle, pedestrian, and transit facilities; and

19 WHEREAS, Under the DDA, Developer is responsible for construction of public
20 improvements within the Project, including ferry terminal improvements on Treasure Island
21 which include, specifically, foundations, signs, breakwaters, a pier, a gangway, and float for the
22 ferry terminal, all as described in San Francisco Department of Building Inspection Permit Nos.
23 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536,
24 2022.0518.4543, and 2022.0518.4541 (“**Ferry Terminal Improvements**”); and

25 WHEREAS, The Authority will own the Ferry Terminal Improvements and dedicate
them to public use as part of the Project’s integrated transportation network; and

1 WHEREAS, As set forth in the Memorandum of Agreement Regarding Ownership and
2 Maintenance of Public Improvements on Treasure Island and Yerba Buena Island between the
3 Authority and the City, dated April 26, 2017, upon satisfaction of all conditions to acceptance of
4 the offered improvement, the Authority may accept such improvement completed by Developer
5 with the approval of the Authority Board of Directors (the “**Authority Board**”) and the Board of
6 Supervisors; and,

7 WHEREAS, Treasure Island Series 2, LLC (“**TI Series 2**”), an affiliate of Developer and
8 partial assignee of the DDA, has prepared an irrevocable offer of the Ferry Terminal
9 Improvements to the Authority (the “**TI Series 2 Offer**”), a copy of which is on file with the
10 Secretary of this Board and is incorporated herein by reference; and

11 WHEREAS, Public Works (“**PW**”) has drafted a Public Works Order No. XXXXX (the
12 “**PW Order**”), confirming that the Department of Building Inspection (“**DBI**”) has: (1) inspected
13 the Ferry Terminal Improvements and the City Engineer, by issuance of Final Certificates of
14 Completion and Occupancy, determined them to be complete in substantial conformity with the
15 approved plans, specifications, and applicable City regulations governing the Ferry Terminal
16 Improvements; and (2) determined that the Ferry Terminal Improvements are ready for their
17 intended use. The Authority has issued a Conditional Notice of Completion dated May 25, 2023
18 acknowledging DBI’s issuance of the Final Certificates of Completion and Occupancy; and

19 WHEREAS, In the PW Order, the Interim PW Director recommends, and the City
20 Engineer certifies, to the Board of Supervisors that the Ferry Terminal Improvements should be
21 accepted for public use by TIDA and PW further recommends that the Board of Supervisors
22 acknowledge the Authority’s acceptance of ownership of the Ferry Terminal Improvements,
23 acknowledge the Authority’s acceptance of the Ferry Terminal Improvements for maintenance
24 and liability subject to TI Series 2’s [conditional] assignment of warranties (“**Assignment of**
25 **Warranties**”), and dedicate the Ferry Terminal Improvements for public use. A copy of the TI
Series 2 Offer, the Draft PW Order, and the Assignment of Warranties are all on file with the
Secretary of this Board and are incorporated herein by reference; and

1 WHEREAS, On April 21, 2011, the City Planning Commission by Motion No. 18325
2 and the Authority Board by Resolution No. 11-14-04/21, as co-lead agencies, certified the
3 completion of the Final Environmental Impact Report (the “**FEIR**”) for the Project; and

4 WHEREAS, On April 21, 2011, the City Planning Commission by Motion No. 18326
5 and the Authority, by Resolution No. 11-15-04/21, adopted environmental findings pursuant to
6 the California Environmental Quality Act with respect to approval of the Project, including a
7 mitigation monitoring and reporting program and a statement of overriding considerations (the
8 “**CEQA Findings**”);

9 WHEREAS, San Francisco Planning Department has provided a letter of General Plan
10 Consistency Determination and CEQA Findings dated November 1, 2023 (“**SF Planning**
11 **Findings Letter**”) that finds the Ferry Terminal Improvements are covered within the scope of
12 the FEIR and CEQA Findings and on balance, consistent with the General Plan and Planning
13 Code Section 101.1 Consistency Finding of Planning Commission Motion No. 18328. A copy of
14 the SF Planning Findings Letter is on file with the Secretary of this Board and is incorporated
15 herein by reference; now, therefore, be it

16 RESOLVED, The Authority Board has reviewed and considered the FEIR, the CEQA
17 Findings, and the record as a whole, and finds that the FEIR is adequate for its use for the action
18 taken by this resolution, and incorporates the CEQA Findings into this resolution; and be it

19 FURTHER RESOLVED, The Authority Board further finds that since the FEIR was
20 finalized, there have been no substantial project changes and no substantial changes in project
21 circumstances that would require revisions to the FEIR due to the involvement of new significant
22 environmental effects or an increase in the severity of previously identified significant impacts,
23 and there is no new information of substantial importance that would change the conclusions set
24 forth in the FEIR; and be it

25 FURTHER RESOLVED, That the acceptance, operation, and maintenance of the Ferry
Terminal Improvements would not lead to additional or substantially more severe environmental
impacts beyond those shown in the FEIR; and be it

1 FURTHER RESOLVED, That the Authority Board accepts the Ferry Terminal
2 Improvements and dedicates them to public use upon satisfaction of all the following conditions:
3 (i) the execution of the Public Works Order, (ii) execution of the final SF Planning Findings
4 Letter, (iii) delivery to the Authority of the fully executed TI Series 2 Offer and the Assignment
5 of Warranties, (iv) the foregoing items (i)—(iii) all in substantially the same form as the drafts
6 filed with the Secretary of this Board, and (v) acknowledgment of the Authority’s acceptance of
7 the Ferry Terminal Improvements by the Board of Supervisors; and, be it

8 FURTHER RESOLVED That the Authority Board’s acceptance of the Ferry Terminal
9 Improvements is for the Ferry Terminal Improvements only, excluding any encroachments that
10 are permitted, not permitted, or both; and, be it

11 FURTHER RESOLVED, That upon delivery to the Authority of the fully executed
12 Assignment of Warranties, the Authority Board acknowledges and accepts TI Series 2’s
13 Assignment of Warranties to the Authority related to the construction of Ferry Terminal
14 Improvements; and, be it

15 FURTHER RESOLVED, That the Authority Board recommends that the Board of
16 Supervisors acknowledge the Authority’s acceptance of ownership of the Ferry Terminal
17 Improvements, dedication of them to public use, and acceptance of them for maintenance and
18 liability purposes subject to the Assignment of Warranties and the Authority’s or any of its
19 successors and/or assigns rights to exercises any right of repair, warranty or guaranty against
20 Developer or its affiliate under a separate agreement; and, be it

21 FURTHER RESOLVED, That the Authority Board authorizes the Treasure Island
22 Director, in consultation with the City Attorney, to take any and all actions which may be
23 necessary or advisable to effectuate the purpose and intent of this resolution, are in the best
24 interests of the Authority, and that do not materially increase the obligations or liabilities of the
25 Authority or materially reduce the rights of the Authority, such determination to be conclusively
evidenced by the execution and delivery by the Treasure Island Director of the documents.

CERTIFICATE OF SECRETARY

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I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on November 8, 2023.

Mark Dunlop, Secretary

DRAFT

Exhibit B - Limit of Work



**PROJECT
LOCATION**

Yerba Buena
Island

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80

Exhibit C - Conditional Notice of Completion

CITY & COUNTY OF SAN FRANCISCO



ROBERT BECK
TREASURE ISLAND DIRECTOR

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

May 25, 2023

Christopher Meany
Vice President
Treasure Island Series 2, LLC
Pier 1 The Embarcadero Bay 2
San Francisco, CA 94111

Subject: **Notice of Completion**
Treasure Island Ferry Improvements

Mr. Meany,

The Treasure Island Development Authority (TIDA) hereby issues this Conditional Notice of Completion for the scope detailed and permitted through San Francisco Department of Building Inspection (DBI) Permits #. 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, 2022.0518.4541.

We confirm that the work is generally completed in substantial conformity to the approved plans, specifications, and applicable City and State regulations and the facility is ready for its intended use, subject to the following condition to be completed before Acceptance:

1. Submit signed Warranty Letter for TIDA countersignature.

Sincerely,

Robert P. Beck
Treasure Island Director
Treasure Island Development Authority

cc: John Thomas, Denny Phan (ITF)
Rob Mokry, Danielle Bulter, Chris Holmquist, Charles Shin (TIDG)

Attachments: NOC Request Letter dated 12/21/2023; TIDA Staff Report and Recommendation dated 5/15/2023,

TREASURE ISLAND
DEVELOPMENT GROUP

February 21, 2023

Mr. Robert Beck
Treasure Island Director
Treasure Island Development Authority
One Avenue of the Palms, Suite 241
San Francisco, CA 94130

Re: Request for Notice of Completion - Treasure Island Ferry Improvements; Public Improvement Agreement (Treasure Island Sub-Phase 1B, 1C & 1E Improvements), dated for reference purposes as of September 7, 2018, recorded September 13, 2018, as Document No. 2018-K672370 of the Official Records of the City and County of San Francisco (“Official Records”), as amended by that certain First Amendment to Public Improvement Agreement (Treasure Island Sub-Phase 1B, 1C & 1E Improvements) dated for reference purposes as of September 14, 2022, recorded October 19, 2022, as Document No. 2022095274 of Official Records, and as may be further amended from time to time (collectively, the “PIA”); SFDBI Permit Nos. 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, 2022.0518.4541 (the “Permits”)

Dear Mr. Beck

Reference is made to the PIA. Pursuant to Section 6(a) of the PIA:

Upon written request from the Subdivider for a “Notice of Completion” as defined in [Treasure Island / Yerba Buena Island Subdivision] Code Section 1751.2 accompanied with any and all materials that that are required under Section 2(c)(iii), the Director shall promptly determine whether the TI Required Infrastructure, or portion thereof, is ready for its intended use and completed substantially in conformity with the Plans and Specifications and applicable City Regulations and shall notify Subdivider as soon as reasonably practicable in writing of the determination . . . If the Director determines that the TI Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

While Section 6(a) of the PIA refers to issuance of Notices of Completion by the Public Works Director, that provision is instructive for purposes of evaluating the completeness of improvements to be owned by the Treasure Island Development Authority (“TIDA”) and for which TIDA will issue Notices of Completion.

By this letter, Treasure Island Series 2, LLC hereby formally requests issuance of a Notice of Completion consistent with the terms of Section 6(a) of the PIA pertaining to the following improvements as described in the Permits and the list of Acquisition Facilities from the Acquisition and Reimbursement Agreement (attached as Exhibit 1 hereto):

- **Permit 2022.0518.4539** (Previously 2019.1120.7799) - Concrete Breakwater and Steel Piles
- **Permit 2022.0518.4538** (Previously 2020.0818.2044) - Fixed Pier
- **Permit 2022.0518.4537** (Previously 2020.0916.4281) - Steel Ferry Float
- **Permit 2022.0518.4545** (Previously 2020.1204.0242) - Aluminum Gangway & Ramps
- **Permit 2022.0518.4536** (Previously 2021.0112.2536) - Project Architectural Drawings
- **Permit 2022.0518.4543** (Previously 2021.0112.2537) - Mechanical/Electrical/Plumbing
- **Permit 2022.0518.4541** (Previously 2021.0128.3576) - Fire Protection

As contemplated by Sections 2(c)(ii), 6(a) and Exhibit E of the PIA, Subdivider encloses the following materials herewith to facilitate issuance of the requested Notice of Completion:

- Contractor Substantial Completion Letter
- Engineer of Record Completion Letters
- As-Built Plans
- Notice of Completion (to be recorded after City approval)
- Test Reports
- Spare Parts Letter
- Operation and Maintenance Manuals

In addition to the materials required for issuance of a NOC per the terms of the PIA, TIDA has requested the following materials to review relating to the TI Required Infrastructure associated with the request for the NOC: warranties, RFIs, and Submittals. While not required by the PIA, Subdivider is willing to provide the materials in this particular instance as a courtesy to assist staff in its review. These additional materials, in addition to the materials required by the PIA, are listed out in the NOC checklist (Exhibit 2 hereto).

As contemplated by the PIA, the above-referenced improvements are ready for their intended use and have been completed in substantial conformity with the approved Plans and Specifications and the applicable City Regulations. Developer therefore requests issuance of the Notice of Completion as soon as practicable. We will make every effort to coordinate with TIDA and City and County of San Francisco personnel to schedule any necessary inspections.

Please do not hesitate to contact Chris Holmquist, Director of Infrastructure, at Chris.Holmquist@tssf.com or (415) 298-3230, if you have any questions. Your prompt attention to this request is greatly appreciated.

Sincerely,

DocuSigned by:

709FC5FC393B471...
Christopher Meany
Vice President
Treasure Island Series 2, LLC

cc: Bob Beck, TIDA
Elizabeth Hirshchorn, TIDA
Jing Ng, TIDG

Wei Zhang, TIDA
Charles Shin, TIDG

Exhibit 1

Acquisition Facilities

The facilities include the **Treasure Island Ferry Improvements** constructed or installed by or on behalf of TIS2 pursuant to SFDBI Permits **2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, 2022.0518** for said improvements, and the improvement plans and specifications described therein. The list of facilities delivered to and on file with TIDA are as follows:

1. Ferry Terminal — including, but not limited to, foundations, signs, breakwaters, pier, gangway, float.

Exhibit 2

NOC Checklist

**PROJECT NAME: TI FERRY TERMINAL
COMPLETENESS SURVEY**

Items	Page Number	Provided By	Transmittal/ Test Date	TIDG Comments
1 - DOC request prepared and submitted by Developer				
Official DOC Request from Developer	1	TICD		Included in package
2 - Certificate of conformance prepared and submitted by Developer and Consultants				
Engineer of Record	7	Various: Moffatt Nichol - Fixed Pier Short Lead Moffatt Nichol - Breakwater Steel Ferry Float - Liftech Black Structural Engineers - Gangway & Ramps		See individual permit closeout folders for each permit: https://www.dropbox.com/scl/fo/a8l8kl51yyvw6sznh9q7b/h?dl=0&rlkey=ku6szw5uagpdzumbgdcfz08gr
Corrosion Engineer		n/a		
Geotech Engineer Final Report		n/a		
Geotech Engineer Special Inspection Report	12	ENGEO		https://www.dropbox.com/sh/h8xphu24qwtjt2u/AAB6OkMK66W-nHNvz9kdmnJTa?dl=0
Landscape Architect		n/a		
Land Surveyor		n/a		
CM-GC	17	Power Engineering		https://www.dropbox.com/s/ur3ngb0pjyikhoo/PEC%20-%20Notice%20of%20Final%20Completion.pdf?dl=0
Instruction Bulletins		n/a		
RFIs	18	Power Engineering		RFI Documents - Compiled: https://www.dropbox.com/scl/fo/e5q3gv2sc8e58i9bx7kef/h?dl=0&rlkey=wsjrvqk3muole0zw7frbt7456 (also included in individual permit closeout folders)
Submittals	20	Power Engineering		https://www.dropbox.com/scl/fo/de563gp84r20ifta2dciz/h?dl=0&rlkey=reiwa0mwxmvmx1fijwe0wvmlm
Record Drawings (As-Builts)	23	Power Engineering		https://www.dropbox.com/scl/fo/1z6d1qikltyai9cidv6a8/h?dl=0&rlkey=vzwawvb52654yk4bfcd9h9k1e
Record Drawings - ACAD files		n/a		
O&M Manuals / Vendors Info	24	Power Engineering		https://www.dropbox.com/scl/fo/gbmhvgtaga1s6jh5jchkn/h?dl=0&rlkey=ub32f40d1vhqyviqxs9pt7tp
Spare Parts	25	Power Engineering		https://www.dropbox.com/scl/fo/tpo4snb7i8foui2pqaz1h/h?dl=0&rlkey=wubxjrh32z42l5j1kdcc4xiq6
Warranties	28	Power Engineering		https://www.dropbox.com/scl/fo/9qcz54rog8j5bbfkmjh4b/h?dl=0&rlkey=35ujns56badv9ge59xs45u67
3 - Project Punch Lists prepared by Developer/CM, Contractors and SFPW- BCM				
Permit Closeout - signed job cards	51	Power Engineering		Signed Job Cards Compiles: https://www.dropbox.com/sh/zffnr79b7st4fo5/AABwGtVgbOWXdcgYzBHfpvkea?dl=0 (also included in individual permit closeout folders)
Permit Close-Out -Certificates of Occupancy	52	Power Engineering		https://www.dropbox.com/s/bh0wm6z13bk70c/Compiled_TI%20Ferry%20Terminal%20Cert%20of%20Occupancy%201.13.2023.pdf?dl=0
Punchlist - PUC (BLHP Streetlights)		n/a		
Punchlist - PUC (WWE)		n/a		
Punchlist - PUC (CDD)		n/a		
Punchlist - PUC (CSD)		n/a		
Punchlist - BOE		n/a		
Punchlist - DPT		n/a		
Punchlist - DTIS		n/a		
Punchlist - MUNI		n/a		
Punchlist - Caltrans		n/a		
Punchlist - CTA		n/a		
Punchlist - Coast Guard		n/a		
Punchlist - EOR		n/a		
Others		n/a		
Final Punchlist		n/a		
NCRs		n/a		
4 - Q/A & Q/C Test Reports (Developer's CM to procur and submit to BCM)				
Sanitary Sewer (video/pressure)		n/a		
Storm Drain (video/pressure)		n/a		
AWSS High Pressure		n/a		
LPW (hydro test)		n/a		
RWL (hydro test)		n/a		
JT Conduits (mandrel test)		n/a		
Irrigation Coverage		n/a		
Backflow Preventor		n/a		
Street Lighting		n/a		
MUNI Trolley (rake test)		n/a		
Monument Survey		n/a		
Photograph Survey		n/a		
5 - Outside Agency Sign-Off Acceptance (Developer's CM to prepare)				
CalTrans		n/a		
Coast Guard		n/a		
San Francisco Bay Regional Water Quality Control Board	57	TIDG		https://www.dropbox.com/scl/fo/52caariug4bcspnqrd3lm/h?dl=0&rlkey=x47rt3uq5bs3mx48wxo7rxiy7
BCDC		TIDG		Package will be submitted for concurrent plan review by BCDC
6 - Utility Company Sign-off Acceptance (Developer's CM to prepare)				
AT&T		n/a		
MCI		n/a		
PG&E - Electrical AIC		n/a		

(2) Certificate of Conformance
 EOR Letters-Reports

Letter/Report	Permit Covers	New Permit Number	Original Permit Number
Engineer of Record			
Moffatt & Nichol (2 letters)	Fixed Pier - Short Lead	2022.0518.4538	2020.0818.2044
Moffatt & Nichol	Breakwater & Steel Piles	2022.0518.4539	2019.1120.7799
Liftech Consultants Inc.	Steel Ferry Float	2022.0518.4537	2020.0916.4281
Black Structural Engineers	Gangway & Ramps	2022.0518.4545	2020.1204.0242
Getechnical Engineer Final Report			
ENGEO	Special Grading, Excavation, Filling	2022.0518.4538	2020.0818.2044
ENGEO	Ferry Breakwater Rip Rap Geotech	2022.0518.4540	2021.1207.3882
ENGEO	Piling, Drilled Piers, Caissons	2022.0518.4539	2019.1120.7799
CM-GC Close-Out			
Power Engineering	Notice of Final Completion for All Permits	2022.0518.4539	2019.1120.7799
		2022.0518.4538	2020.0818.2044
		2022.0518.4537	2020.0916.4281
		2022.0518.4545	2020.1204.0242
		2022.0518.4536	2021.0112.2536
		2022.0518.4543	2021.0112.2537
		2022.0518.4541	2021.0128.3576

(3) Permit Close-Out

Signed Job Cards (link provided)		
	New Permit Number	Original Permit Number
Breakwater and Steel Piles	2022.0518.4539	2019.1120.7799
Fixed Pier & Superstructure	2022.0518.4538	2020.0818.2044
Mooring Float	2022.0518.4537	2020.0916.4281
Float Platforms & Aluminum Gangway	2022.0518.4545	2020.1204.0242
Fixed Pier Architectural	2022.0518.4536	2021.0112.2536
Utilities	2022.0518.4543	2021.0112.2537
Fire Protection System	2022.0518.4541	2020.0128.3576
Rip Rap	2022.0518.4540	2021.1207.3882



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 2 AVENUE OF THE PALMS 1939 / 117
(number) (street) (block and lot)

Permit Application No: 2020-0818-2044 Type of Construction: 1 Stories: 1 Dwelling Units: 1

Basements: 1 Occupancy Classification: U No. of Guestrooms: 1 with cooking facilities: 1

Description of Construction: 156' CONCRETE PIER SPANNING SHORE APARTMENT

AND STEEL PILES

REFERENCE PD # 2022-0518-4538 FOR ADDRESS CHANGE

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises—or any change to the building or premises—could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: DECEMBER 29, 2022

Patrick O'Riordan, **Interim** Director

Copies: White (original to microfilm), Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)

by: [Signature]
(Signature) Building Inspector

JERATHAN CHAN

Printed Name



City and County of San Francisco
 Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 2 AVENUE OF THE PALMS 1939/117
 (number) (street) (block and lot)

Permit Application No: 2020-0916-4281 Type of Construction: 1 Stories: 1 Dwelling Units: 1

Basements: 1 Occupancy Classification: U No. of Guestrooms: 1 with cooking facilities: 1

Description of Construction: 42' x 135' STEEL FERRY LANDING FLOAT
REFERENCE PA # 2022-0518-4527 FOR ADDRESS CHANGE

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: DECEMBER 29, 2022

Patrick O'Riordan

Patrick O'Riordan, C.B.O. Director

by: *Jonathan Chan*
 (Signature) Building Inspector

JONATHAN CHAN
 Printed Name

Copies: White (original to microfilm), Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 2 AVENUE of THE PALMS 1939 / 117
(number) (street) (block and lot)

Permit Application No: 2020-1704-0742 Type of Construction: 1 Stories: 1 Dwelling Units: 1

Basements: 1 Occupancy Classification: ✓ No. of Guestrooms: 1 with cooking facilities: 1

Description of Construction: 2,260 SQ FT ALUMINUM PLATFORM, MECHANICALLY ACTIVATED RAMPS
AND STAIRS MOUNTED TOP SIDE OF TERRY FLOAT, ALUMINUM GIRDERS CONNECTING
TERRY FLOAT PLATFORMS TO FIXED PIER
REFERING PIA 2022-0518-4545 FOR ADDRESS CHANGE.

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of th *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of Sn Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: DECEMBER 30, 2022

Patrick O'Riordan, C.B.O. Director

by: [Signature]
(Signature) **Building Inspector**

JONATHAN CHU
Printed Name

Copies: White (original to microfilm), Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 2 AVENUE OF THE PALMS 1939/117
 (number) (street) (block and lot)

Permit Application No: 2021-0112-2536 Type of Construction: Stories: Dwelling Units:

Basements: Occupancy Classification: No. of Guestrooms: with cooking facilities:

Description of Construction: TREASURE ISLAND FERRY TERMINAL ARCHITECTURAL DESIGN DRAWINGS & SPECS
REF PA # 2022-0518-4536 FOR ADDRESS CHANGE

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of th *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of Sn Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: DECEMBER 29, 2022

Patrick O'Riordan, C.B.O. Director

by:
 (Signature) **Building Inspector**

Jeanette Cotto
Printed Name

Copies: White (original to microfilm), Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



City and County of San Francisco
 Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 2 AVENUE OF THE PALMS 1939 / 0117
 (number) (street) (block and lot)

Permit Application No: 2021 0112-2537 Type of Construction: Stories: Dwelling Units:

Basements: Occupancy Classification: No. of Guestrooms: with cooking facilities:

Description of Construction: FIXED PIER UTILITIES CONSTRUCTION OF POWER, WATER, COMMUNICATION
AND LOW VOLTAGE SYSTEMS ON THE FIXED PIER (PA# 2020-0812-2094); TERRY
FLOOR PLUMBING (PA# 2020-0916-4731), RAMP & GANGWAY (PA# 2020-1204-0741)
FOR PA# 2022-0518-4543 FOR ADDRESS CHANGE

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: DECEMBER 29, 2022

Patrick O'Riordan

Patrick O'Riordan, C.B.O. Director

by: *[Signature]*

(Signature) Building Inspector

JONATHAN CHEN

Printed Name

Copies: White (original to microfilm), Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



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

TO: Robert P. Beck, Director, Treasure Island Development Authority (“TIDA”)
FROM: Weihua Zhang, Engineer, TIDA
DATE: 5/15/2023
RE: Treasure Island Ferry Improvements Determination of Completion Recommendation

Treasure Island Development Authority (“TIDA”) received the Request for Notice of Completion (“NOC”) and associated documents for the Treasure Island Ferry Improvements from the Master Developer, Treasure Island Community Development (“TICD”) on February 24, 2023.

Paragraphs below contain the staff report and recommendation to TIDA Director to issue Notice of Completion with conditions to TICD.

Background

The infrastructure and public improvements contemplated for Treasure Island and Yerba Buena Island under the Disposition and Development Agreement (dated June 28, 2011, the “DDA”) are described in the Treasure Island Infrastructure Plan (the “Infrastructure Plan”). Ferry improvements including ferry quay and associated in-water improvement as well as the ferry terminal and associated landside improvement are required infrastructure to be completed by TICD under the Infrastructure Plan and the DDA.

The San Francisco Port in conjunction with the San Francisco Departments of Building Inspection (“DBI”) reviewed the design plans and permitted various components of the ferry improvements starting in 2019. TICD’s contractor, Power Engineering Construction Co, began construction shortly after.

TICD and its contractor successfully closed out all DBI permits and obtained the Certificate of Temporary Occupancy for the ferry improvement on February 28, 2022. Interim operation of the ferry started shortly after.

Discussion

The NOC package and associated documents submitted by TICD are for the ferry quay and other in water improvement including foundations, signs, breakwater, piers, gangway and float. Landside ferry improvement including the terminal building structure has started but not

completed. We anticipate the ferry landside improvement will be another NOC package to be submitted to TIDA.

San Francisco Public Works (“SFPW”) is typically the City Agency that issues NOC for the TI and YBI required infrastructure as described in the Public Improvement Agreements (“PIA Agreements”). However, the Ferry Improvements are not part of the required infrastructure in the PIA Agreements. In subsequent discussion with SFPW, SFPW defers to TIDA, as the owner of the ferry improvements, to review the NOC packages and issue NOC upon completion of review.

NOC Review

Using the established checklist for NOC as a guide, as described in Exhibit E in the Treasure Island Public Improvement Agreement (“Attachment 1”), I have reviewed the Ferry Improvement NOC Package. Additionally, I have met with TIDA operation staff and TICD staff to discuss ongoing operation and maintenance responsibilities for the ferry improvement on November 3, 2022 and on March 15, 2023. Comments, input and request for additional information from TIDA staff were provided to TICD on November 4, 2022 and on March 16, 2023 (“Attachment 2”). TICD provided the additional information to TIDA on April 12 and April 20, 2023.

Recommendations

Based on the staff review, inspections and verifications, TICD has provided sufficient information to demonstrate that Ferry Improvements as submitted in this NOC package has been constructed in general conformance with permitted construction documents as well as pertinent City and County of San Francisco Standard Plans and Specifications.

Furthermore, staff finds the Ferry Improvement as submitted in this NOC package has been constructed in compliance with all applicable laws, codes, and ordinances.

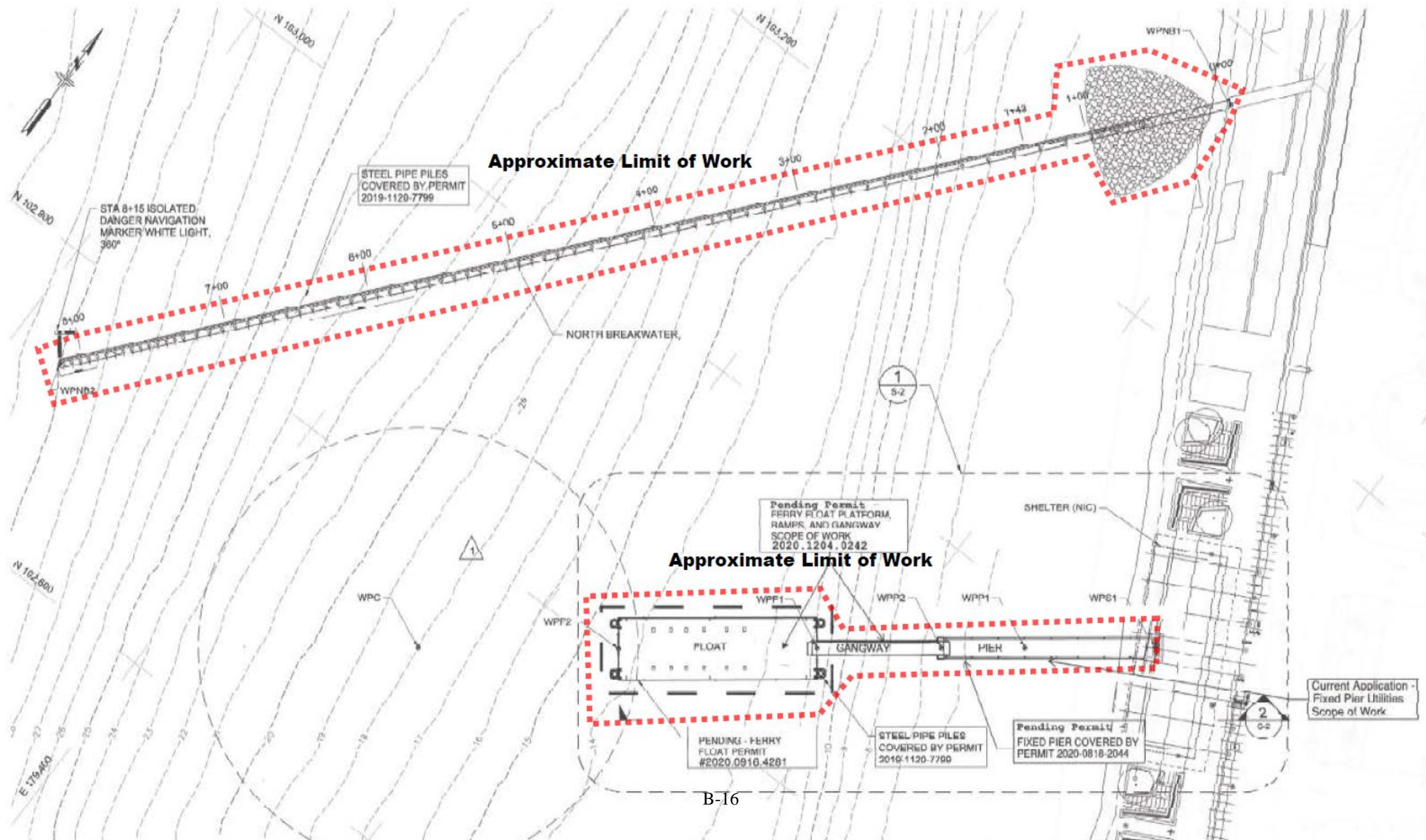
Finally, staff finds that Ferry Improvement is ready for its intended use.

Weihua Zhang, PE, Engineer
Treasure Island Development Authority

Attachments

1. Limit of Work
2. Exhibit E, Treasure Island Public Improvement Agreement
3. TIDA staff communication to TICD dated November 4, 2022 and March 16, 2023.

SITE PLAN VIEW



Approximate Limit of Work

Approximate Limit of Work

Current Application -
Fixed Pier Utilities
Scope of Work

STEEL PIPE PILES
COVERED BY PERMIT
2019-1129-7799

Pending Permit
FERRY FLOAT PLATFORM,
RAMPS, AND GANGWAY
SCOPE OF WORK
2020-1204-0242

PENDING - FERRY
FLOAT PERMIT
#2020-0910-4281

STEEL PIPE PILES
COVERED BY PERMIT
2019-1129-7799

Pending Permit
FIXED PIER COVERED BY
PERMIT 2020-0818-2044

STA. 8+15 ISOLATED,
DANGER NAVIGATION
MARKER WHITE LIGHT,
360°

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

Zhang, Weihua (ADM)

From: Zhang, Weihua (ADM)
Sent: Friday, November 4, 2022 10:26 AM
To: Robert Mokry; Rovetti, Richard (ADM); Summerville, Peter (ADM); Brian Shalk; Jing Ng; Beck, Bob (ADM)
Subject: Ferry Terminal O/M Manual

Hi All,

Here is quick summary of what we discussed in the meeting.

Per TIDA's lease agreement with TIDG for the ferry terminal, TIDG is responsible for maintaining all elements of the ferry terminal from the entry gate door westward (including the stainless steel door).

TIDA is responsible from the gate door eastward including the glass screens, railing and concrete surface.

This seems like a clean break down. One thing that we didn't talk about is the canopy roof that cover portion of both area. Not really sure what maintenance is needed other than cleaning, but it might need to be repainted every few years. Don't think we need to worry about that.

Brain with Power is going to develop a more detail maintenance plan for TIDG responsible area as part of the NOC submittal.

NOC submittal needs to be formally submitted with a NOC request letter and associated support documents as laid out in other TI and YBI SIP. TIDG can make the submittal to TIDA.

TIDA is still reviewing PIA and Acquisition Agreement and other related provisions in DDA to confirm our authority to go to the TIDA Board for acceptance of the Ferry Terminal. We will follow up once this is clear.

I will send up another meeting in a month time to follow up action items noted above and check in.

Please reply if you see anything missing from our discussion.

Thanks,

Wei

Wei Zhang
Treasure Island Development Authority
415-810-2781

Zhang, Weihua (ADM)

From: Zhang, Weihua (ADM)
Sent: Tuesday, March 21, 2023 3:12 PM
To: Danielle Butler; Jing Ng; Robert Mokry
Cc: Beck, Bob (ADM); Rovetti, Richard (ADM); Nathanson, Jack (ADM); Summerville, Peter (ADM)
Subject: Ferry NOC Package Review Summary
Attachments: 7091000000_2016-12-20_Technical Memorandum No 5 - TI Strong Motion Instrumentation.pdf

Thanks for the review meeting. Here is my quick summary of what we discussed this morning. As a side note, TIDG is making temp repair to the Ferry Terminal area where recent wind has damaged a few ceiling metal panels. TIDG will perform permanent repair when weather condition improves.

1. TIDA is taking the lead to review the NOC package per our discussion with Public Works and TIDG. TIDA anticipates to issue the NOC once all items and comments are sufficiently addressed.
2. TIDG is preparing a similar package to BCDC. TIDA requests a copy of said package as a co-applicant to the BCDC permit. TIDG anticipates BCDC to issue a phased approval to the overall BCDC permit to close out the Ferry Terminal scope of work.
3. To continue TIDA's NOC process, TIDA can consider making a the BCDC close out a condition to TIDA's NOC rather than a submittal requirement.
4. TIDG will coordinate its Waterfront Plaza Park team to provide records of utility (domestic water and electrical) meters and approval of service agreement to TIDA.
5. TIDG is currently in the process of transferring mobile data plan for the Ferry Terminal to a TIDA specified account or City account.
6. In addition to the PDF of the as-built plans provided to TIDA, we request a half size hard copy of the entire Ferry Terminal plan sets (we understand there are multiple plan sets) including the as-built sheets as record drawings set. We also request TIDG to provide AutoCAD files for the plans for our records.
7. For O&M, TIDA request TIDG to consult with Power Engineering and provide TIDA additional maintenance info related to replacement schedule of key elements of Ferry Terminal, coating, anodes, etc.
8. For warranty, the provided warranty from TIDG's contractors are out of date. TIDG stated that DDA requires TIDG to provide 2 years of comprehensive warranty for all new permanent improvement that are offered to City or TIDA. The start of the warranty period begins with NOC issuance.
9. There is no specific geotechnical report developed for the Ferry Terminal.
10. TIDG will also provide a copy of the corrosion protection plans for the Ferry Terminal. It appears to be missing from the NOC package.
11. Strong motion sensors have been installed per Engeo memo dated 2016.12.20, (attached). Additional element of the monitoring system will need to be completed by the project performing the Ferry Shelter and bathroom building and improvement.

Let me know if I missed anything.

Thanks,
Weihua Zhang
Treasure Island Development Authority
415-810-2781

Exhibit D - TIDA Assets Acceptance Package Checklist

TIDA's Documents to be Submitted Concurrent with Request for Acceptance

Asset Name: TIDA Asset - Ferry Terminal and North Breakwater Improvements

Rcvd	✓	No.	Item List of necessary docs
<input type="checkbox"/>		1	Developer Request for Acceptance Letter <i>(Add NOC items/ review NOC checklist)</i>
<input type="checkbox"/>		2	Lien Notification to General Contractor and Subcontractors
<input type="checkbox"/>		3	Utility Bill of Sale
<input type="checkbox"/>		4	Third-Party Reimbursement Checks-Copies
<input type="checkbox"/>		5	Assignment of Warranties and Guaranties
<input type="checkbox"/>		6	License Agreements (as applicable)
<input type="checkbox"/>		7	Mechanic's Lien Guarantee
<input type="checkbox"/>		8	Modified Offers of Improvements (as applicable)
<input type="checkbox"/>		9	Updated Grant Deeds (as applicable)
<input type="checkbox"/>		10	Check to see if NOC"deferred" items have been completed

Exhibit E - Developer Acceptance Package

October 27, 2023

Robert Beck
Director, Treasure Island Development Authority
Treasure Island Administration Building
1 Avenue of the Palms, Suite 241
San Francisco, CA 94130

RE: Request for the Treasure Island Development Authority (“TIDA”) Board of Directors to Accept the Offer of Dedication for Ferry Terminal Improvements

Dear Director Beck,

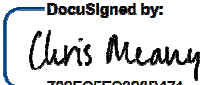
On May 25, 2023, Treasure Island Development Authority (“TIDA”) issued a Notice of Completion (“NOC”) for the Treasure Island Ferry Improvements (“Ferry Terminal”) for the scope detailed and permitted through the following San Francisco Department of Building Inspection permit numbers: 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, and 2022.0518.4541. The NOC determined the Ferry Terminal is generally completed in substantial conformity to the approved plans, specifications, and applicable City and State regulations, and that the facility is ready for its intended use.

Upon issuance of the NOC, Section 6 of the Public Improvement Agreement for Treasure Island (“PIA”) provides the process for acceptance of public improvements by the TIDA Board of Directors.

We write now to request that the TIDA Board of Directors accept the Ferry Terminal by ordinance or other appropriate action.

Sincerely,

TREASURE ISLAND SERIES 2 LLC,
a Delaware limited liability company

By: 
Name: Christopher Meany
Its: Authorized Signatory



Danielle Butler
Development Manager

415-690-6548
615 Battery Street, Floor 6
San Francisco, CA 94111
www.TISF.com

From: Danielle Butler
Sent: Thursday, September 28, 2023 3:17 PM
To: Brian Shalk <Brians@PowerEngConstruction.com>
Subject: TI Ferry Terminal Acceptance - Lien Notification to General Contractor

Hi Brian,

A Notice of Completion for the ferry terminal was recorded – can you notify your subs? I've attached the notice and a template for your notification you can use if it's helpful.

Thank you!

Danielle

RECORDING REQUESTED BY

TREASURE ISLAND SERIES 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
4 EMBARCADERO CENTER, SUITE 3300
SAN FRANCISCO, CA 94111

APN: BLOCK 1939 LOTS 093, 096, & 117
2 AVENUE OF THE PALMS

WHEN RECORDED MAIL TO
Treasure Island Series 2, LLC
Attn: Charles Shin
615 Battery Street, Floor 6
San Francisco, CA 94111



Doc # 2023070049

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

9/26/2023	4:00:03 PM	Fees	\$29.00
Pages	6 Title 015 AM	Taxes	\$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$225.00
		Paid	\$254.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The name of the owner of the interest stated below in the property described below is Treasure Island Series 2, LLC, a Delaware limited liability company;
2. The NAME, ADDRESS and NATURE OF INTEREST of every person owning any interest or estate in the property described below (including the above owner) is as follows:

FULL NAME	FULL ADDRESS	NATURE OF INTEREST
Treasure Island Series 2 LLC, a Delaware limited liability company	4 Embarcadero Center, Suite 3300 San Francisco, CA 94111	Owner of improvements

3. The names and addresses of the transferors to the above owner are (only to be shown if the owner is a successor in interest of the owner who caused the improvement to be constructed, altered, or repaired.)

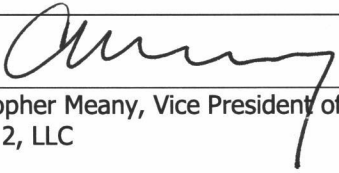
4. A work of improvement on the property described below was COMPLETED on January 06, 2023;
5. The work of improvement completed is (or materials furnished are) described as follows: new construction of the Ferry Terminal.
6. The name of the DIRECT CONTRACTOR, if any, for the work of improvement was Power Engineering Construction Company.
(If no Contractor, insert "NONE.")
7. The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 2, LLC
(If no Construction Lender, insert "NONE.")

8. The property on which the work of improvement was completed is in the City and County of San Francisco, State of California, and is described as follows:

See "Exhibit A" attached hereto and made a part hereof.

Dated: August 20, 2023

Signature of Owner

				
			Christopher Meany, Vice President of Treasure Island Series 2, LLC	

Verification of Individual Owner:	Verification of Corporation/Partnership/Limited Liability Company Owner
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner or agent of the owner of the interest or estate in the property described in the above notice; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.	I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the <u>Vice President</u> of the corporation/partnership/limited liability company identified as owner of the estate or interest in the land described in the notice above; that I make this verification on behalf of the corporation/partnership/limited liability company; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Signature of Owner

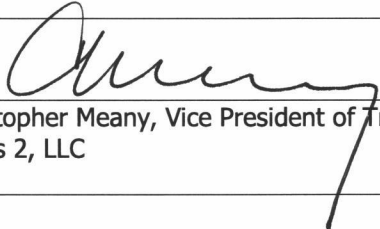
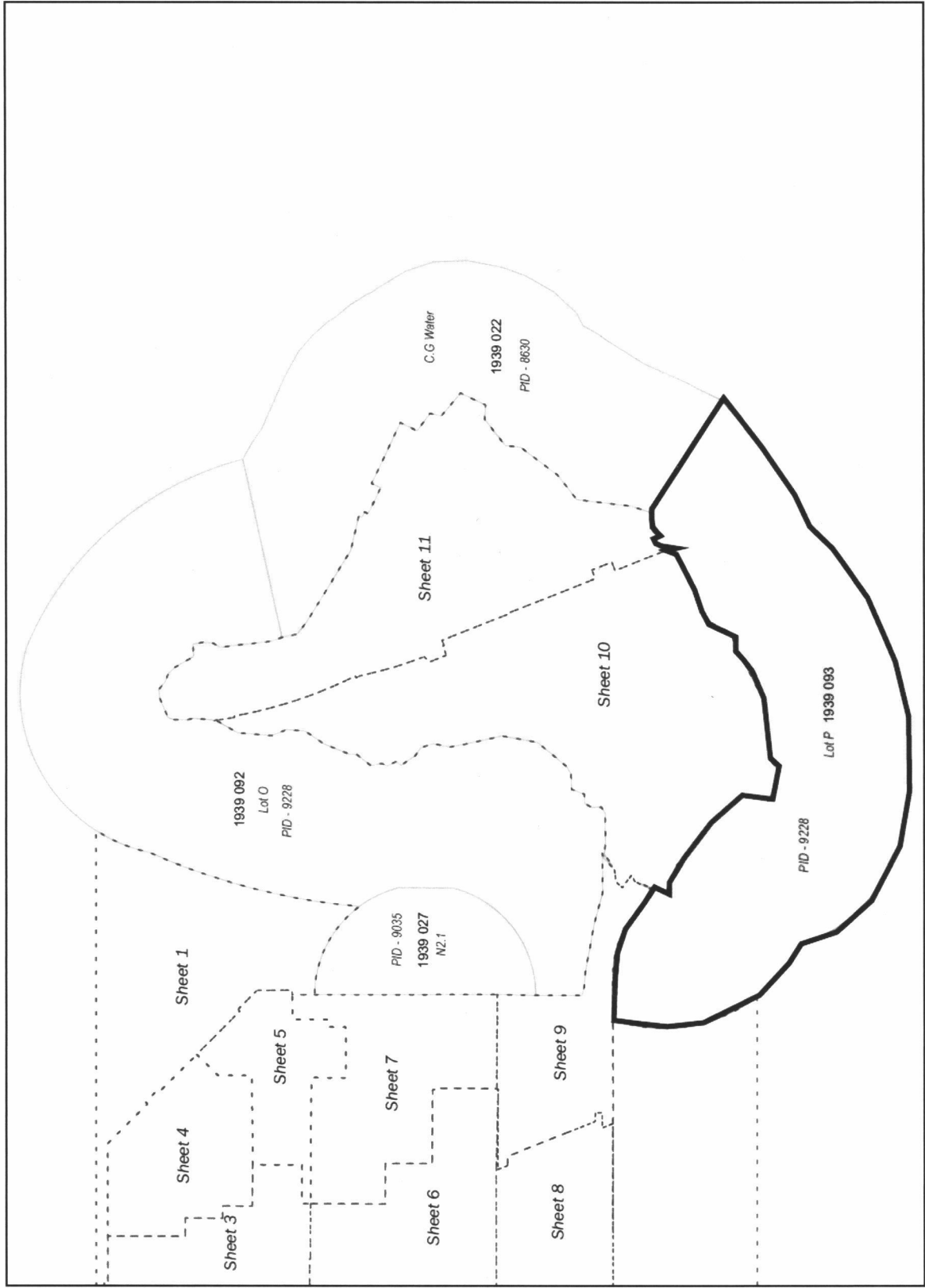
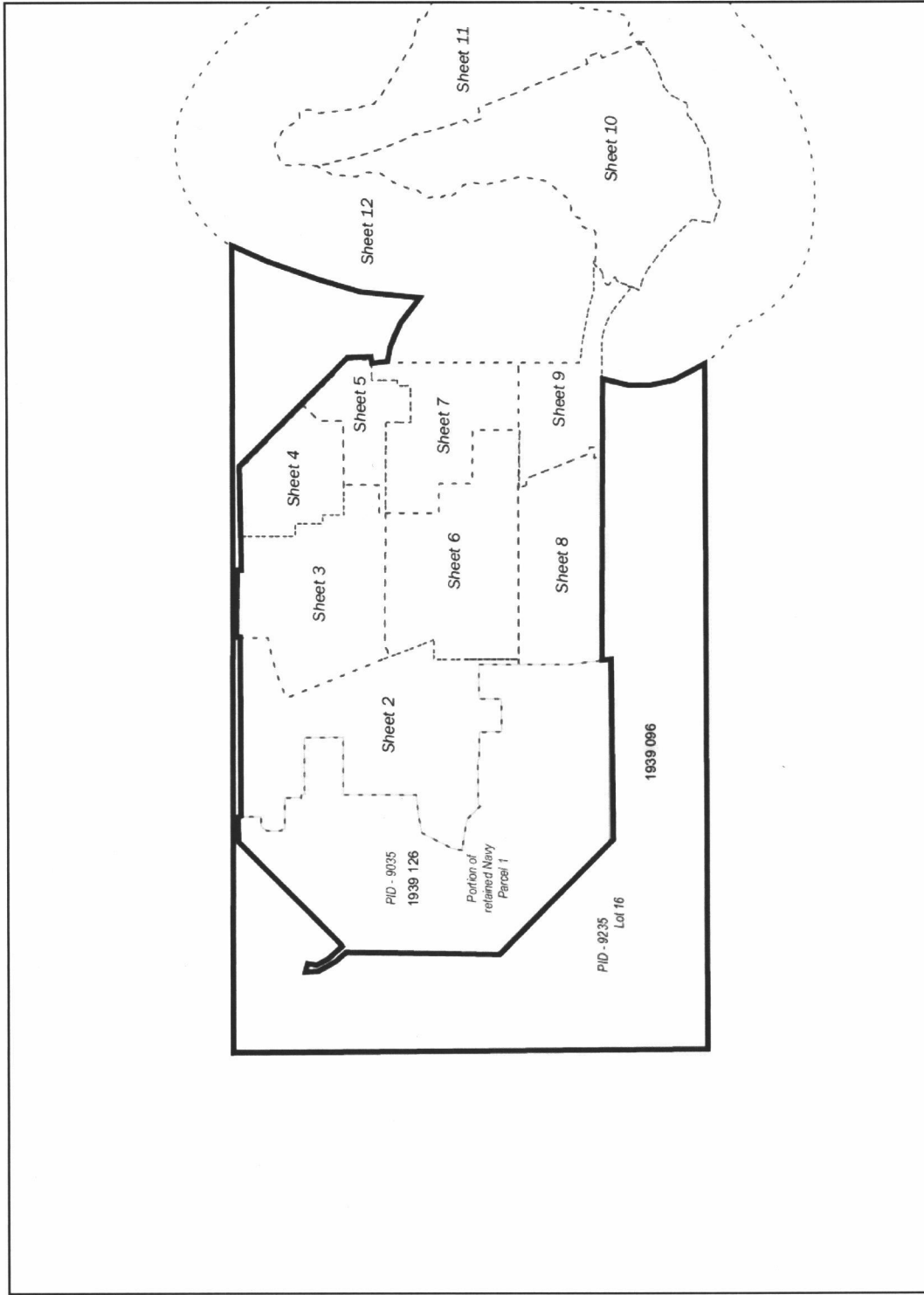
				
			Christopher Meany, Vice President of Treasure Island Series 2, LLC	

EXHIBIT A

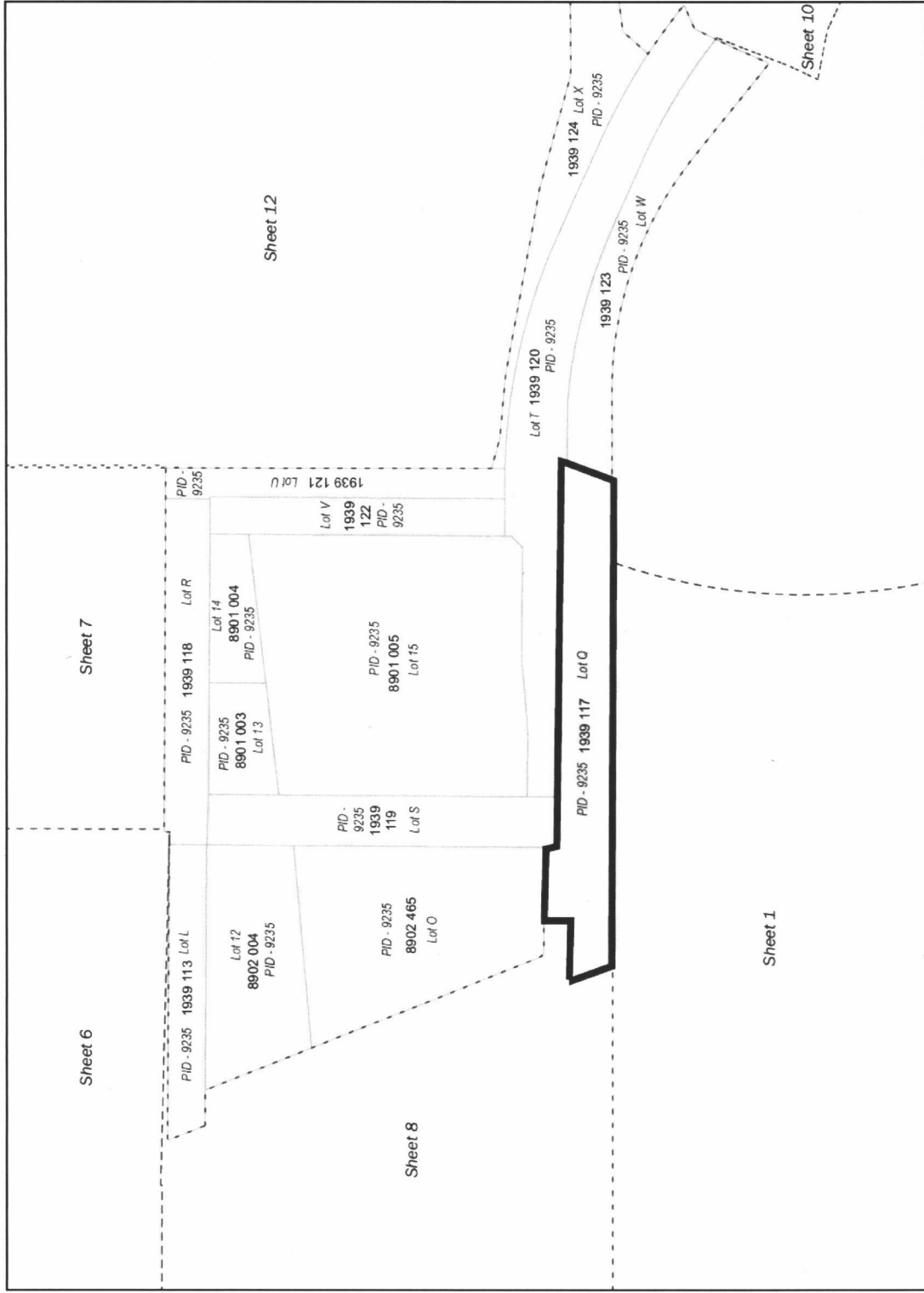
Treasure Island / Yerba Buena Island 2023 APNs with Map Lots / Parcel Titles and PID



Treasure Island / Yerba Buena Island 2023 APNs with Map Lots / Parcel Titles and PID



Treasure Island / Yerba Buena Island 2023 APNs with Map Lots / Parcel Titles and PID



LOGO

Date

VIA FORMAL TRANSMITTAL

Re: **Notice of Completion**

Project: **Name**

To Whom It May Concern;

Pursuant to California Mechanics Lien Law (California Civil Code Section 8190), this letter shall serve as notification to you that in connection with the above-referenced project, a Notice of Completion ("Notice") has been recorded. A copy of the Notice and an excerpt of the above-referenced statute are attached for your convenience.

Feel free to contact me with comments or questions in regards to this matter.

Sincerely,

Signature
Title

cc:

Notice attached

RECORDING REQUESTED BY

TREASURE ISLAND SERIES 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
4 EMBARCADERO CENTER, SUITE 3300
SAN FRANCISCO, CA 94111

APN: BLOCK 1939 LOTS 093, 096, & 117
2 AVENUE OF THE PALMS

WHEN RECORDED MAIL TO
Treasure Island Series 2, LLC
Attn: Charles Shin
615 Battery Street, Floor 6
San Francisco, CA 94111



Doc # 2023070049

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

9/26/2023	4:00:03 PM	Fees	\$29.00
Pages	6	Title 015 AM	Taxes \$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$225.00
		Paid	\$254.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

- The name of the owner of the interest stated below in the property described below is Treasure Island Series 2, LLC, a Delaware limited liability company;
- The NAME, ADDRESS and NATURE OF INTEREST of every person owning any interest or estate in the property described below (including the above owner) is as follows:

FULL NAME	FULL ADDRESS	NATURE OF INTEREST
Treasure Island Series 2 LLC, a Delaware limited liability company	4 Embarcadero Center, Suite 3300 San Francisco, CA 94111	Owner of improvements

- The names and addresses of the transferors to the above owner are (only to be shown if the owner is a successor in interest of the owner who caused the improvement to be constructed, altered, or repaired.)

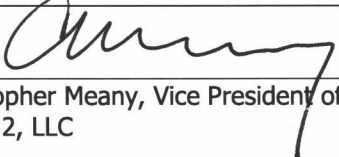
- A work of improvement on the property described below was COMPLETED on January 06, 2023;
- The work of improvement completed is (or materials furnished are) described as follows: new construction of the Ferry Terminal.
- The name of the DIRECT CONTRACTOR, if any, for the work of improvement was Power Engineering Construction Company.
(If no Contractor, insert "NONE.")
- The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 2, LLC
(If no Construction Lender, insert "NONE.")

8. The property on which the work of improvement was completed is in the City and County of San Francisco, State of California, and is described as follows:

See "Exhibit A" attached hereto and made a part hereof.

Dated: August 20, 2023

Signature of Owner

				
			Christopher Meany, Vice President of Treasure Island Series 2, LLC	

<p>Verification of Individual Owner:</p> <p>I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner or agent of the owner of the interest or estate in the property described in the above notice; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.</p>	<p>Verification of Corporation/Partnership/Limited Liability Company Owner</p> <p>I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the <u>Vice President</u> of the corporation/partnership/limited liability company identified as owner of the estate or interest in the land described in the notice above; that I make this verification on behalf of the corporation/partnership/limited liability company; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.</p>
--	---

Signature of Owner

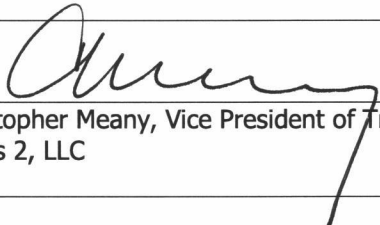
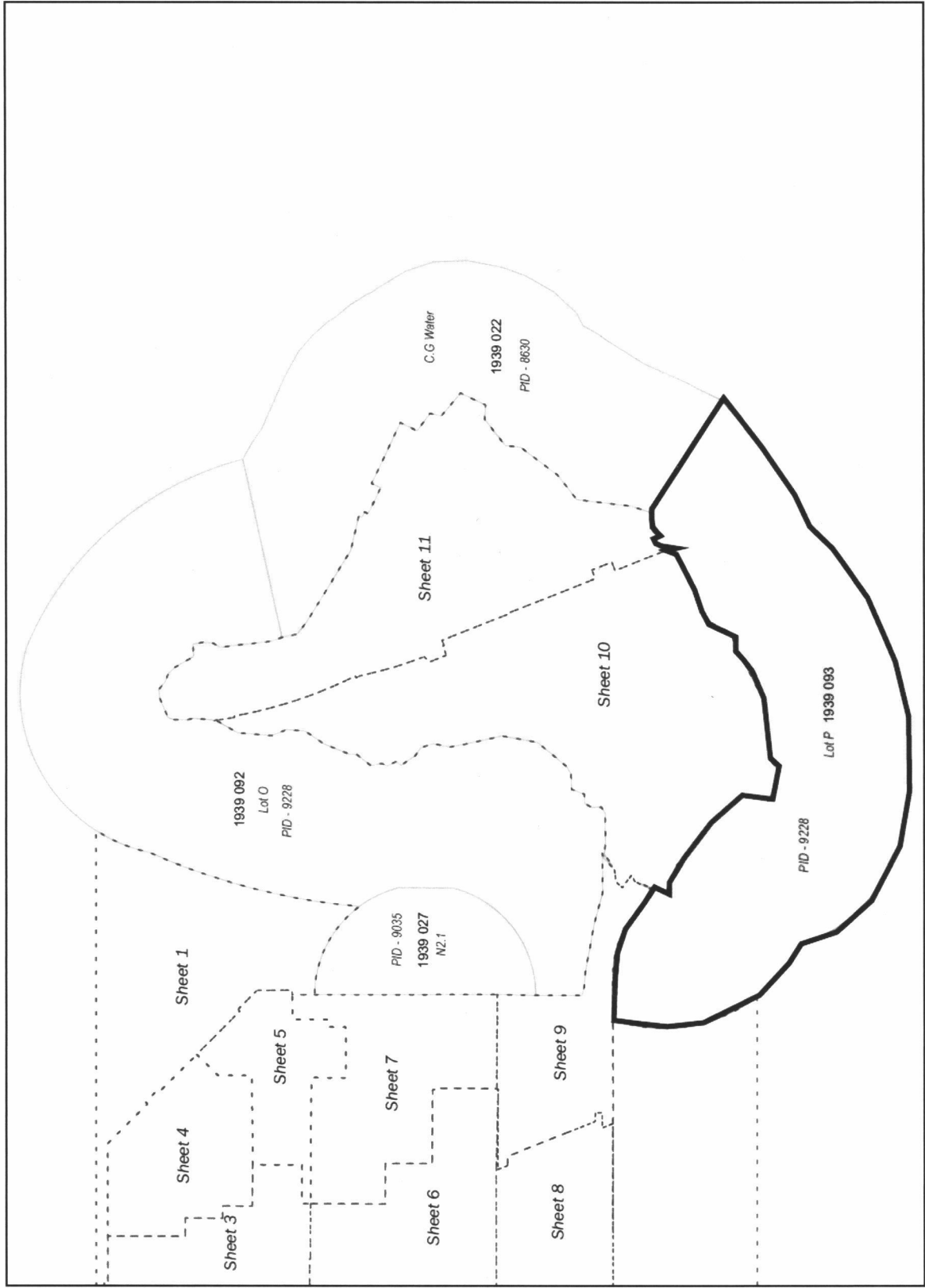
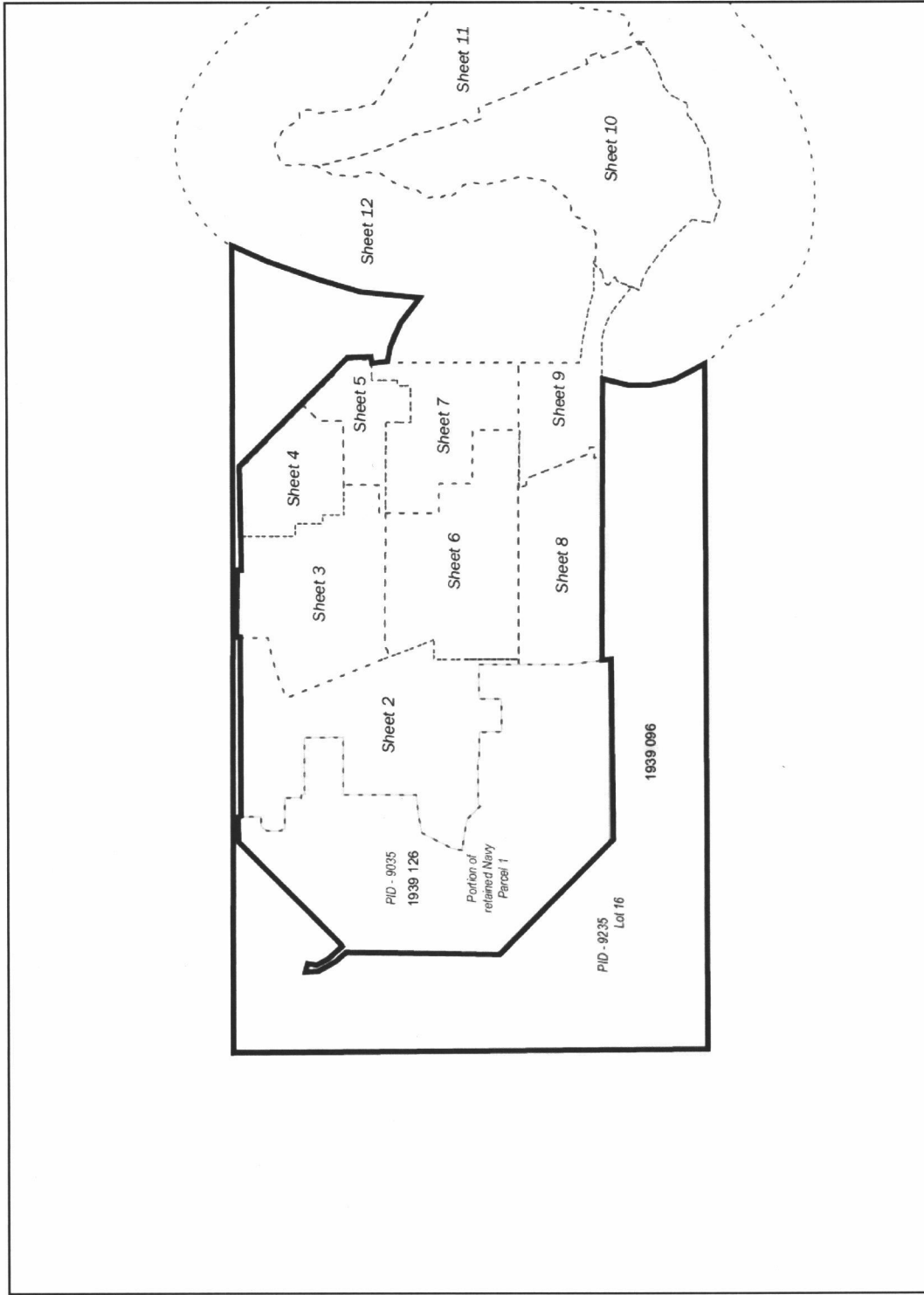
				
			Christopher Meany, Vice President of Treasure Island Series 2, LLC	

EXHIBIT A

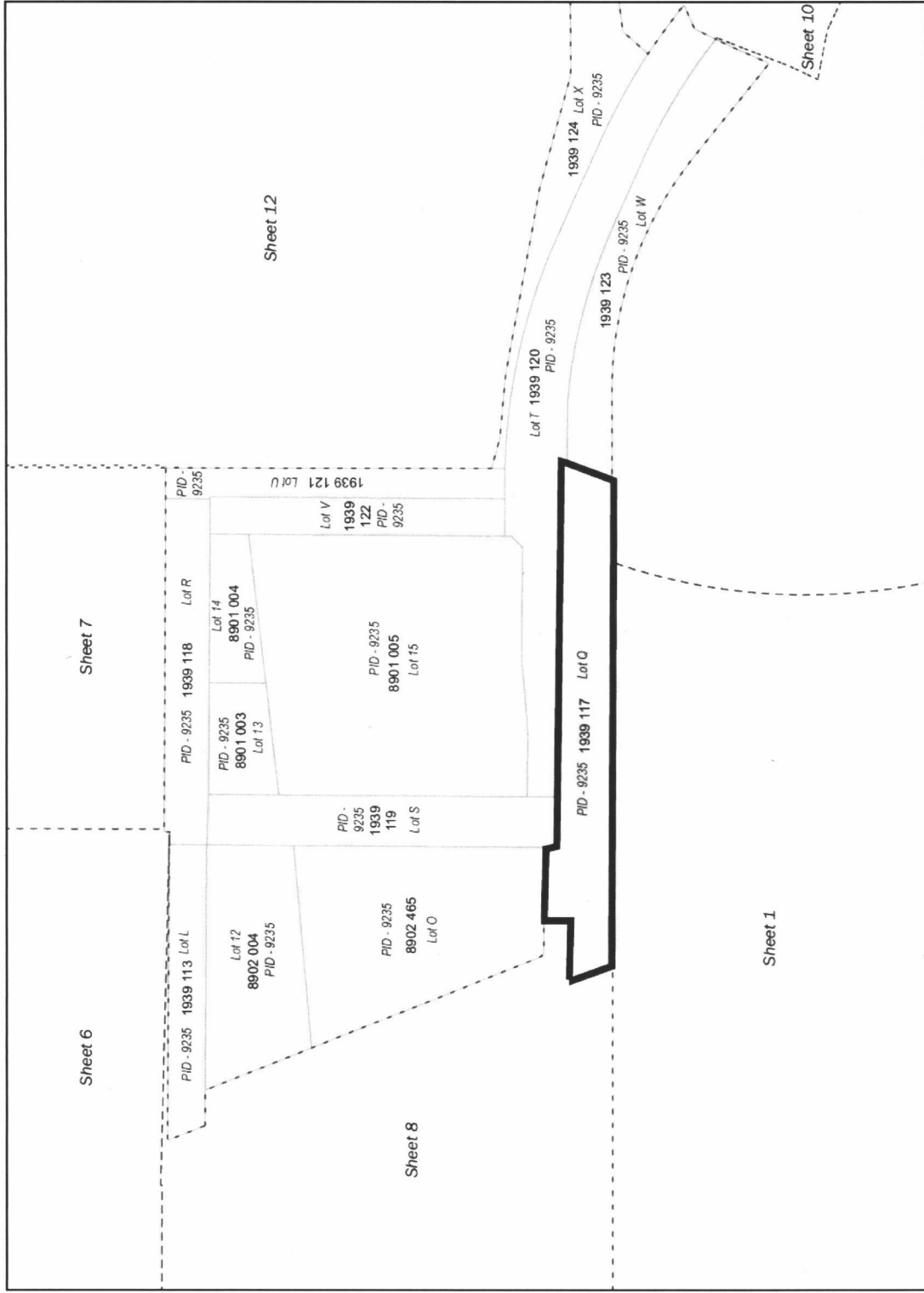
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Treasure Island / Yerba Buena Island 2023 APNs with Map Lots / Parcel Titles and PID



CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

This CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES (this “**Assignment**”) is entered into between TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (“**TIS2**”) and TREASURE ISLAND DEVELOPMENT AUTHORITY (“**Authority**”) and is dated for reference purposes only as of October 24, 2023.

This Assignment is being made in connection with Section 4.1(c)(iii) of that certain Acquisition and Reimbursement Agreement dated as of March 8, 2016, by and between Treasure Island Community Development, LLC, the City and County of San Francisco, and the Authority (as may be further supplemented or amended from time to time, the “**Acquisition Agreement**”).

FOR VALUE RECEIVED, TIS2 does hereby conditionally assign to the Authority as of the Effective Date, all of its right, title and interest in and to any and (i) all warranties and guaranties pursuant to the contracts listed in Exhibit A, and (ii) to the extent permissible, all other all other warranties and guaranties (individually a “**Warranty**”, and collectively, “**Warranties**”) applicable to the Acquisition Facilities set forth on Exhibit A attached hereto and incorporated herein by this reference (the “**Acquisition Facilities**”). The term “**Effective Date**” means the latest date the Acquisition Facilities are accepted by the Authority by resolution and accepted by the Board of Supervisors by ordinance and approved by the Mayor.

This Assignment does not limit the Authority or any of its successors and/or assigns rights to exercises any right of repair, warranty or guaranty against TIS2 (collectively, “**Repair Obligation**”) under a separate agreement (including, but not limited to, that certain Public Improvement Agreement - Yerba Buena Island, dated March 29, 2018, by and between TIS2, the authority and the City and County of San Francisco, as amended from time to time) concerning the Acquisition Facility. If the Authority elects to direct TIS2 to perform the Repair Obligation (as opposed to the Authority directly pursuing the guarantor of the Warranty), TIS2 may, at its option, enforce the Warranty against the guarantor to address TIS2’s Repair Obligation under such separate agreement concerning the Acquisition Facility. If TIS2 is unable to enforce the Warranty within a reasonable time, then TIS2 will, with due diligence, timely complete the Repair Obligations consistent with the requirements of the applicable separate agreement giving rise to the Repair Obligation.

If TIS2 elects to enforce the Warranty, TIS2 shall provide notice to the Authority within ten (10) business days of receipt of notice that the Authority or any of its respective successors and/or assigns are exercising a right of repair, warranty, guaranty, and/or similar right with respect to the Acquisition Facility. If TIS2 fails to provide such notice to the Authority within ten (10) business days, or otherwise fails to diligently pursue the Warranty thereafter, the Authority shall have the sole right and privilege to enforce the Warranty.

This Assignment shall be binding upon and inure to the benefit of the successors and assigns of TIS2 and the Authority.

A notice or communication under this Assignment by any party to any other party 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 Authority:

Treasure Island Development Authority
1 Avenue of the Palms #241
San Francisco, CA 94130
Attn: Robert P. Beck
Telephone No.: (415) 274-0662
bob.beck@sfgov.org

with a copy to:

City Attorney, City and County of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: TIDA General Counsel
RE/Finance Team

in the case of a notice or communication to TIS2,

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

with a copy to:

Perkins Coie LLP
505 Howard Street Suite 1000
San Francisco, CA 94105
Attn: Garrett Colli
GColli@perkinscoie.com

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 Assignment 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.

This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one instrument.

The terms of this Assignment may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve TIS2 of its warranty or guaranty responsibilities, with respect to any improvements, under the Treasure Island/ Yerba Buena Island Project documents or subsequent permits.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the 24th day of October 2023.

TIS2:

TREASURE ISLAND SERIES 2 LLC,
a Delaware limited liability company

By: 
Name: Christopher Meany
Its: Authorized Signatory

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY
a California non-profit public benefit corporation

By: _____
Name: Robert P. Beck, Director

Exhibit A

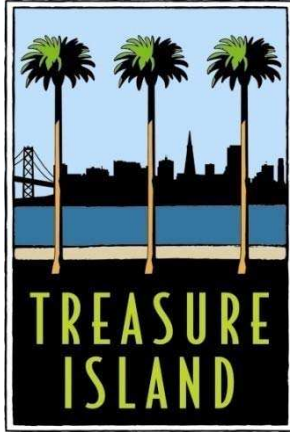
List of Acquisition Facilities

The facilities include the Ferry Terminal Improvements constructed or installed by or on behalf of TIS2 pursuant to the Public Improvement Agreement (Treasure Island Sub-Phase 1B, 1C & 1E Improvements), dated for reference purposes as of September 7, 2018, recorded September 13, 2018, as Document No. 2018-K672370 of the Official Records of the City and County of San Francisco, as amended, and The Treasure Island Ferry Improvements as detailed in, and permitted through, Department of Building Inspection Permit Nos. 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, 2022.0518.4541. The list of facilities delivered to and on file with the City is as follows:

Ferry Terminal — including, but not limited to, foundations, signs, breakwaters, pier, gangway, float.

Name of contractor: Power Engineering Construction Company

Date of contract: May 7, 2019



LICENSE No. 1,382

between

TREASURE ISLAND DEVELOPMENT AUTHORITY

as Licensor

and

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

as Licensee

**For the License of a portion of the
Ferry Landing**

**Treasure Island Naval Station
San Francisco, California**

January 1, 2022

TREASURE ISLAND LICENSE

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LIST OF EXHIBITS:

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EXHIBIT B—Cover Page of Seismic Report

EXHIBIT C—Rules and Regulations

EXHIBIT D—Applicable Mitigation Measures from Mitigation Monitoring and Reporting Program

EXHIBIT E—Utilities

TREASURE ISLAND LICENSE

THIS LICENSE (this "License"), dated for reference purposes only as of January 1, 2022, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit nonprofit corporation ("Licensor"), and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC., a California limited liability company ("Licensee"). From time to time, Licensor and Licensee together are referred to in this License as the "Parties."

This License is made with reference to the following facts and circumstances:

A. Naval Station Treasure Island is a former military base located on Treasure Island and Yerba Buena Island (together, the "Base"). The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco ("City") passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish TIDA as a nonprofit public benefit corporation to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City.

B. TIDA, acting by and through its Board of Directors (the "TIDA Board"), has the power, subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the Base. In 2003, Licensee was selected as master developer for the Base following a competitive process. On June 7, 2011, the Board of Supervisors unanimously confirmed certification of the final environmental impact report and made certain environmental findings under CEQA (collectively, the "FEIR") by Resolution No. 246-11, which is on file with the Clerk of the Board of Supervisors and is incorporated herein by reference, and approved the numerous transaction documents and actions relating to the development of the Base (the "Project"). As part of the Project, the parties entered into the Treasure Island/Yerba Buena Island Disposition and Development Agreement dated as of June 28, 2011 (the "DDA") under which Licensee is required to build significant infrastructure on the Base.

C. Licensor owns portions of the Base, including the land that is subject to this License, which property was acquired from the U.S. Navy per the Quitclaim Deed dated May 29, 2015, recorded as Doc. No. 2015K068758 in the Official Records of the City and County of San Francisco on May 29, 2015 (the deed, the "Navy Deed", and the property described therein, the "Property").

D. TIDA has issued a Permit to Enter that grants to Licensor rights to enter portions of the Property for the construction of the Infrastructure and Stormwater Controls under the DDA (the "Permit to Enter").

E. Licensee, as the Developer under the DDA and authorized under the Permit to Enter, constructed certain Phase 1 landside and waterside ferry terminal improvements on Treasure Island, including a pier, gangway and float, all as more particularly described in the Infrastructure Plan attached to the DDA and permitted under San Francisco Department of Building Inspection Permit Nos. 2020-0818-2044 and 2020-1204-0242 (such improvements, the

“Ferry Terminal”). TIDA anticipates receiving its certificate of occupancy for the Ferry Terminal in January 2022, confirming substantial completion of the Ferry Terminal in accordance with applicable plans and permits. Licensee will dedicate the Ferry Terminal to Licensor and Licensor intends to formally accept the same as public improvements (the date that the City, through TIDA, formally accepts the Ferry Terminal for maintenance and liability (whether through TIDA Board Resolution or Board of Supervisors Resolution, Motion or Ordinance, as applicable) is referred to herein as the “Acceptance Date”); however, in order to allow for interim use of the Ferry Terminal prior to the Acceptance Date, Licensor and Licensee agree that this License will commence before the Acceptance Date and continue from and after the Acceptance Date until the License is terminated in accordance with its terms.

F. Licensee desires to license from Licensor, and Licensor is willing to license to Licensee, a portion of the Property that includes the Ferry Terminal, as shown in Exhibit A (the “License Area”), including reasonable rights of access to and from the License Area, on the terms and conditions contained in this License. On the Commencement Date, the License Area is removed from the Permit to Enter and instead Licensee’s rights and obligations relating to the License Area shall be subject to and in accordance with this License.

G. The San Francisco Bay Area Water Emergency Transportation Authority, a California public entity created pursuant to Government Code Section 66540 et seq. (“WETA”), was created by the State of California to develop and operate a regional ferry transit system on the San Francisco Bay and to coordinate ferry transit response to regional emergencies. WETA currently operates regional ferry services to and from certain San Francisco Licensor facilities, and WETA has entered into an MOU with the San Francisco County Transportation Authority (“SFCTA” or the “TIMMA”) regarding ferry service to and from Treasure Island. This License will allow ferry service to occur prior to the period before WETA begins service at Treasure Island and may continue on a more limited basis after WETA begins service in accordance with its terms. Nothing in this License limits TIDA’s right to provide to WETA such rights in and to the License Area as needed by WETA in order for WETA to begin ferry services from the Ferry Terminal.

H. The TIDA Board has reviewed and considered the FEIR and confirms that this License is consistent with the Project, the FEIR, and environmental findings the TIDA Board made under CEQA when it approved the Project on April 21, 2011. Further, TIDA and the City’s Planning Department have found that none of the circumstances that would require preparation of a supplemental or subsequent environmental study under Public Resources Code, Section 21166 or CEQA Guidelines Section 15162 are present; no changes to the Project or the Project circumstances have occurred that would result in additional environmental impacts, or in substantially increased severity of already identified environmental impacts, and there are no mitigation measures or alternatives that were previously identified to be infeasible but would in fact be feasible; and no new mitigation measures or alternatives that would substantially reduce the identified environmental impacts.

I. On November 10, 2021, the TIDA Board authorized and directed the TIDA Director to enter into this License (Resolution No. 21-30-1110).

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. BASIC LICENSE INFORMATION

The following is a summary of basic license information (the “Basic License Information”). Each item below is deemed to incorporate all of the terms of this License pertaining to that item. If there is any conflict between the information in this Section and any more specific provision of this License, then the more specific provision will control.

License Reference Date:	January 1, 2022
Licensor:	TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit nonprofit corporation
Licensee:	TREASURE ISLAND SERIES 2, LLC., a Delaware limited liability company
License Area (Section 2.1):	Nonexclusive use of the land, water and Ferry Terminal improvements as shown on <u>Exhibit A</u> .
Facility:	Ferry Landing

Term: (Section 3.1):

Commencement Date: January 1, 2022

Initial Operation Period: The “Initial Operation Period” hereunder will begin on the Commencement Date and end on the date that WETA requires control of the License Area to begin equivalent ferry services at the License Area pursuant to a service plan agreed to by TIDA, TIMMA, Treasure Island Community Development, LLC and WETA (“WETA Ferry Service”). WETA will conduct WETA Ferry Service under a separate license or operating agreement between Licensor and WETA (such agreement, the “WETA Contract”). Licensor will use good faith efforts to notify Licensee six (6) months in advance of the anticipated date that WETA Ferry Service will begin.

Extension Period: The “Extension Period” hereunder will commence from and after the commencement of WETA Ferry Service through the termination of this License, as provided below and under Section 3.1. During the Extension Period, WETA Ferry Service and Licensee’s Permitted Uses hereunder will co-exist.

Notice of Termination: Either party may terminate this License at any time during the Term by providing to the other party not less than one hundred eighty (180) days’ prior written notice of termination.

Outside Termination Date: In no event will the Term hereof (both the Initial Operation Period and the Extension Period) extend beyond December 31, 2025 (the “Outside Termination Date”), unless otherwise approved by Licensor in its sole discretion.

License Fee (Section 4.1):

waived

Use (Section 6.1):

(i) Nonexclusive use of the Ferry Terminal for short term mooring for ferry and water taxi service and recreational boats, boat and other light water craft launching, and transient boat moorage and related activities by Licensee and Licensee's Parties only (as defined in Section 2.2 below), and (ii) construction of final "punch list" items and repairs in furtherance of Licensee's obligations under the DDA; and for no other purpose (collectively, the "Permitted Uses"); provided, however, that during the Extension Period, Licensee will conduct the Permitted Uses so as not to unreasonably interfere with WETA's operations, which shall take priority. Licensor may condition its agreement to extend this Agreement through the Extension Period on an amendment to this Agreement that addresses the shared use of the Ferry Terminal between Licensor and WETA upon the commencement of WETA Ferry Service, as more particularly described in Section 3.1.

Security Deposit (Section 18.3):

None

Notice Address of Licensor (Section 20.1):

Treasure Island Development Authority
Treasure Island Project Office
One Avenue of Palms
Suite 241
Treasure Island
San Francisco, CA 94130

Attn: Robert P. Beck
Treasure Island Director

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Charles Sullivan
Email: Charles.Sullivan@sfcityatty.org

Notice Address of Licensee (Section 20.1): TREASURE ISLAND SERIES 2, LLC.
Pier 1 The Embarcadero Bay 2
San Francisco, CA 94111

c/o Treasure Island Development Group
Attn.: Charles Shin, Development Director

Phone No. (415) 905-5300
Fax No. (415) 905-5350
Email. CMeany@wilsonmeany.com

2. LICENSE AREA

2.1 License Area

(a) Subject to the terms, covenants, and conditions of this License, Licensor licenses to Licensee the License Area. Licensee has the non-exclusive right to use the License Area, including all Ferry Terminal improvements, landings, gangways and related land and in-water improvements, located thereon, for the Permitted Uses set forth in the Basic License Information, subject to Licensor's right to grant other non-exclusive licenses over and across the License Area in accordance with Section 2.5 hereof. The grant of license hereunder includes rights of Licensee and the Licensee Parties (as defined in Section 2.2(b) below) over and across portions of TIDA's Property as necessary to provide reasonable access from Treasure Island Road to the Ferry Terminal.

2.2 As Is Condition of License Area.

(a) **Inspection of License Area.** Licensee represents and warrants that Licensee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, or agents, affiliates, subsidiaries, and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Licensee's Agents"), of the License Area and the suitability of the License Area for Licensee's intended use. Licensee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the License Area is suitable for its operations and intended uses. As part of its inspection of the License Area, Licensee acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report.

(b) **As Is; Disclaimer of Representations.** Licensee acknowledges and agrees that the License Area is being licensed and accepted in its "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the License Area, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the License Area governing the use, occupancy, management, operation and possession of the License Area ("Laws"). Without limiting the foregoing, this License is made

subject to all covenants, conditions, restrictions, easements and other title matters affecting the License Area, or any portion thereof, whether or not of record. Licensee acknowledges and agrees that neither Licensor nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies, and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors, and assigns, and each of them (“Licensor’s Agents”), and neither the City and County of San Francisco (the “City”) nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies, and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors, and assigns, and each of them (“City’s Agents”) have made, and Licensor hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the License Area, (ii) the physical, geological, seismological or environmental condition of the License Area, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the License Area, (iv) the feasibility, cost or legality of constructing any Alterations on the License Area if required for Licensee's use and permitted under this License, (v) the safety of the License Area, whether for the use by Licensee or any other person, including, but not limited to, (i) Licensee’s Agent, and (ii) any of Licensee’s clients, customers, vendors, invitees, guests, or members, each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors, and assigns, and each of them (collectively, “Licensee’s Invitees”); Licensee’s Invitees and Licensee’s Agents, and each of them, may be referred to as “Licensee Parties”), or (vi) any other matter whatsoever relating to the License Area or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) Seismic Report. Without limiting Section 2.2(b) above, Licensee expressly acknowledges for itself and the Licensee Parties that it received and read that certain report dated August 1995, entitled “*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*” prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the “Seismic Report”), a copy of the cover page of which is attached hereto as Exhibit B. Licensee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the License Area is located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the License Area to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that any structures or improvements located on or about the License Area, may fail structurally and collapse.

(d) Navy Deed. Licensee understands that the Navy made certain disclosures and retained certain rights in and to the License Area, as set forth in the Navy Deed, a true and correct copy of which has been provided to Licensee. The Navy has the right to perform any remedial actions that may be necessary to protect human health and the environment with respect to any hazardous substance in or around the License Area in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Section 9620(h)(3)(A)(ii)(I), and has the right to take some or all of the License Area as may be needed in connection with those remedial actions. This License is subject and subordinate to the Navy’s

rights under the Navy Deed, and Licensee acknowledges that Licensor has the right to suspend or terminate this License, without payment to Licensee, if Navy requires use of the License Area as set forth in the Navy Deed.

(e) Unique Nature of Property. Licensee acknowledges that: (i) the License Area is located along the waterfront; (ii) there is a risk that all or a portion of the License Area will be inundated with water due to floods or sea level rise; (iii) there is a risk that sea level rise will increase the cost of repairs and/or prevent or limit the ability to make repairs to the Ferry Terminal; (iv) the License Area is subject to liquefaction during a seismic event and present increased risk of damage to property and injury or death to persons from seismic events; and (v) Licensor cannot guarantee that Improvements will be suitable for leased occupancy during the entire Term.

2.3 Energy Consumption Disclosure. Licensee consents to utility service providers disclosing energy use data for the License Area for use under California Public Resources Code Section 25402.10, as implemented under California Code of Regulations Sections 1680–1685, and San Francisco Environment Code Chapter 20, as they may be amended from time to time (“Energy Consumption Reporting Laws”), and for such data to be publicly disclosed under the Energy Consumption Reporting Laws.

2.4 Flood Risk. On November 2, 2015, the Federal Emergency Management Agency (“FEMA”) issued a preliminary Flood Insurance Rate Map (“FIRM”) that identifies Special Flood Hazard Areas along City’s shoreline, with designations of “Zone A” (areas subject to coastal flooding) and “Zone V” (areas subject to coastal flooding and hazards that accompany wave action). The affected City property includes Treasure and Yerba Buena Islands, among other areas. The License Area may be subject to flooding, but the extent of any potential flooding is not known, and Licensee expressly acknowledges and accepts this risk. FEMA provides status information on its mapping process here: <http://arcg.is/0P8mjD>.

2.5 Licensor’s Reserved Rights.

Licensor will have the non-exclusive right to use, without charge, the License Area for the temporary berthing of vessels so long as such use does not adversely impact Licensee’s ferry service; provided, however, Licensor will have the absolute right to use the License Area for the berthing of vessels in the event of an emergency even if there are adverse impacts to commuter ferries. If Licensor allows the use of the License Area for other ferry operators or vessels, Licensor shall first enter into a landing rights agreement, license or similar agreement with the applicable operator on Licensor’s standard terms, including requiring the applicable operator to comply with Licensor’s standard insurance and indemnity requirements, perform repairs for any damage caused by the applicable operator and to keep the License Area in a clean, safe and secure condition. Licensor shall provide Licensee with at least ten (10) days’ advance notice prior to the use of the License Area by any third party vessel operator, and such use shall provide all ferry and vessel operators with landing rights at established schedules that do not conflict with Licensee’s established ferry schedules in effect at the time that Licensor enters into such third-party agreements. If Licensor or its Agents requires use of the License Area for other activities reasonably necessitated by its ownership and operation of the Property, then the Parties will coordinate their use of the License Area and use their good faith efforts to minimize adverse

impacts to each of their respective work or commuter ferry operations. Licensor will have the absolute right to use the License Area without charge.

2.6 **[Intentionally Deleted]**

2.7 **Landing Fees; Ferry Charges.**

(a) Licensor will not charge Licensee, or subject Licensee to, any landing fees or other tariff for vessels operated by or on behalf of Licensee.

(b) Licensee may charge vessels berthing at the License Area a fee to offset Licensee's operations and maintenance costs at the License Area ("Licensee Landing Fees"). The Licensee Landing Fees will be based on Licensee's costs at the License Area, as determined by Licensee for each fiscal year. The Licensee Landing Fees must be consistently applied to all vessels berthing at the License Area, provided, however, that Licensor vessels will not be subject to any Licensee Landing Fees. Nothing in this License will prohibit Licensee from subsidizing ferry and water taxi operators at the License Area, and the parties understand and agree that such subsidies will likely be required during the Term.

(c) Except for ferry, water taxi or excursion trip operators using the License Area for special events or marketing/promotional use, each permitted licensee providing ferry or water taxi services shall be made available to the public, including all Treasure Island and Yerba Buena Island residents, without discrimination. Rates payable by individuals using the ferry and water taxi services shall apply equally to all such residents and users, without preferences or discounts that are not made available to all users; provided, the foregoing will not prohibit the use of monthly transit passes that include the right to use the ferry or water taxi services.

3. TERM

3.1 Term of License

The term of this License (the "Term") will commence on the Commencement Date set forth in the Basic License Information, and expire on the earlier to occur of (i) the date that is one hundred-eighty (180) days after either party has provided a termination notice to the other, and (ii) the Outside Termination Date, all as set forth in the Basic License Information. Notwithstanding the foregoing, during the Initial Operation Period, the parties will meet and confer and work together in good faith to enable WETA to begin operations as soon as reasonably possible, including the preparation of the WETA Contract and amendments to this Agreement as may be necessary to address coordination between Licensee's activities and WETA Ferry Service so long as both continue operations at the License Area. Licensor will keep Licensee informed of contract negotiations with WETA, and will use good faith efforts to notify Licensee six (6) months in advance of the anticipated date for commencement of WETA Ferry Service.

3.2 Effective Date

This License will become effective on the date (the "Effective Date") that is the later of (a) the Parties' execution and delivery of this License, (b) Licensor's Board of Director's approval of this License at a duly noticed meeting, or (c) the Commencement Date.

4. LICENSEE FEES

4.1 License Fee

A License Fee of \$1.00 shall be payable by Licensee under this License upon the Commencement Date hereof, which, together with Licensee operating covenants hereunder is agreed by the Parties to provide adequate consideration for Licensee's use of the License Area.

4.2 Intentionally Deleted

4.3 Additional Charges

Licensee will pay all other charges otherwise payable by Licensee to Licensor under this License, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Licensee, all utility charges attributable to Licensee's use of the License Area and any amounts that may become due and payable by Licensee under this License (together, the "Additional Charges").

4.4 Late Charge

If Licensee fails to pay any sums hereunder within ten (10) days after the date it is due, then the unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Licensor and Licensee, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Licensor will incur as a result of the failure by Licensee to timely pay any sums due hereunder, the actual costs thereof being extremely difficult if not impossible to determine, but no payment by Licensee of any late charge will limit Licensor's rights for Licensee's default of this License, whether at law or in equity.

4.5 Default Interest

If any sums due hereunder are not paid within ten (10) days following the due date, then the unpaid amount will bear interest from the due date until paid at ten percent (10%) per year. However, interest will not be payable on (a) late charges incurred by Licensee, or (b) any amounts on which late charges are paid by Licensee to the extent the interest would cause the total interest to be in excess of what is permitted by Law. Payment of interest will not excuse or cure any default by Licensee, and no payment by Licensee of any interest charge will limit Licensor's rights for Licensee's default of this License, whether at law or in equity.

4.6 Costs of Collection

In addition to any interest or late charges, if Licensee does not pay any sums due hereunder in immediately available funds or by good check, then Licensee will pay to Licensor immediately upon demand as Additional Charges the amount of any fees, charges, or other costs incurred by Licensor, including, but not limited to, dishonored check fees and any costs of collection.

5. TAXES, ASSESSMENTS AND OTHER EXPENSES

5.1 Taxes and Assessments, Licenses, Permit Fees and Liens.

(a) Taxability of Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on its possessory interest.

(b) Payment Responsibility. Licensee will pay all taxes of any kind, including, but not limited to, possessory interest taxes, that may be assessed under any Laws on the interest created by this License and to pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's use of the License Area or Licensee's property that may be imposed upon Licensee by any Laws, all of which must be paid when they become due and payable and before delinquency. For real property taxes and assessments levied on or assessed against the License Area and billed directly to Licensor by the taxing authority arising from Licensee's use hereunder, Licensee will reimburse Licensor for those payments immediately upon demand.

(c) No Liens. Licensee will not allow or suffer a lien for any taxes payable by Licensee under this License to be imposed upon the License Area or upon any equipment or other property located on the License Area without discharging the lien as soon as practicable.

(d) Reporting Information. Licensee agrees to provide all information that Licensor may request to enable Licensor to comply with any possessory interest tax reporting requirements applicable to this License.

5.2 Evidence of Payment

Within ten (10) days after Licensor's request, Licensee will furnish to Licensor official receipts of the appropriate taxing authority or other evidence evidencing payment reasonably satisfactory to Licensor.

6. USE; COVENANTS TO PROTECT PREMISES

6.1 Licensee's Permitted Use

(a) Licensee may use the License Area for the Permitted Use set forth in the Basic License Information only and for no other purpose without the prior written consent of Licensor, which consent may be given or withheld in Licensor's sole and absolute discretion. Licensee acknowledges that that this prohibition on the change in use is expressly authorized by California Civil Code section 1997.230 and is fully enforceable. Licensee may enter into license agreements for the Permitted Uses hereunder so long as the licensee satisfies all regulatory and legal requirements for operation, and otherwise meets the applicable requirements of this License.

(b) Licensee's and its' licensee's vessels are permitted to berth for a continuous period of more than thirty (30) minutes ("Lay Berth") (subject to such longer periods as may be warranted by emergency circumstances), subject to satisfaction of the following conditions: (i) a

maximum of two (2) vessels may Lay Berth at any given time; (ii) vessel maintenance or repair activities is strictly prohibited, with the exception of interior vessel cleaning/provisioning and exterior wash down of vessels hulls; and (iii) no main engine of any vessel may be operated during any period of Lay Berth. A vessel may operate its auxiliary engine during any period of Lay Berth upon satisfaction of all the following conditions: (a) such operation is for the sole purpose of maintaining power for such vessel; (b) such operation is in compliance with all Laws (including any regulation or requirement issued by the California Air Resources Board or other Regulatory Agency); and (c) shoreside power is not available at the License Area.

(c) All vessel access must meet United States Coast Guard Vessel security regulations.

(d) Licensee will not conduct or permit on the License Area any of the following activities (“Prohibited Uses”): (i) except for vessels berthing at the License Area in response to continuing regional emergencies, any overnight berthing of vessels; (ii) any activity, or the maintaining of any object, that would restrict traffic adjacent to or near the License Area, public access areas or open space areas adjacent to the License Area, or unreasonably interfere or impede the use of such areas by the public; (iii) any activity, or the maintaining of any object, that will increase the existing rate of, affect or cause a cancellation of, any fire or other insurance policy covering the License Area, any part thereof or any of its contents and such activity or maintenance of such object is not insured by Licensee; (iv) any activity that constitutes waste or nuisance; (v) any activity that will injure, obstruct or interfere with the rights of owners or occupants of adjacent properties, including, but not limited to, rights of ingress and egress; (vi) any activity (other than activity directly related to the Permitted Use) that will cause unreasonable annoyance to Licensor, its other Licensees, licensees, or the general public, or the owners or occupants of adjacent properties; (vii) any use of the License Area for residential, sleeping or personal living quarters; (viii) any auction, distress, fire, bankruptcy or going out of business sale on the License Area without the prior written consent of Licensor; (ix) any vessel or equipment maintenance, including fueling, changing oil, transmission or other automotive fluids; (x) the discharge or any waste or Hazardous Materials into or around the Bay; (xi) the storage of any and all excavated materials, including dirt, concrete, sand, asphalt, and pipes, or any aggregate material; (xii) the washing or rinsing of any vessels or equipment (other than the exterior wash down of Vessel hulls); (xiii) the parking of any vehicles or equipment; and (xiv) the operation of any private membership clubs or private eating or drinking establishments requiring nominations or recommendations for membership. In the event Licensor determines after inspection of the License Area that Prohibited Uses are occurring on the License Area, then Licensee must immediately cease the Prohibited Use.

(e) During the Term Hereof, Licensor shall allow Licensee and the Licensee Parties, a clear and accessible path of ingress and egress over and across Licensor’s Property from the nearest publicly-open roadway (Treasure Island Road) and over and across the landside Ferry Terminal plaza to connect to the License Area for purposes of ferry travel.

6.2 Licensee's Access to the License Area

Licensee will have access to the License Area twenty-four (24) hours per day, seven (7) days per week.

6.3 Rules and Regulations and Operating Covenants

Licensee will adhere to all rules and regulations regarding the License Area attached hereto as Exhibit C, and any additional rules prescribed by Licensor from time to time. In addition, Licensee agrees to the following operating covenants and requirements (and to incorporate these covenants and requirements, as applicable, into any license that it enters for use of the License Area):

(a) Licensee is responsible for any dredging and dredging-related activities required in connection with its operations or use of the License Area, including areas outside of the License Area necessary to provide access to the License Area, at no cost to Licensor. Any dredging work must be performed in accordance with the requirements of the permits issued to Licensee by applicable regulatory agencies.

(b) So long as a licensee complies with all requirements of this License and Licensor has received certificates of insurance from such licensee evidencing its compliance with this License, Licensee may, without Licensor's prior consent, allow such licensee to use the License Area for the Permitted Uses (each, a "permitted licensee"). A permitted licensee includes Licensee's contracted ferry service provider that has entered into a written agreement with Licensee, which agreement obligates such contracted ferry service provider to comply with all applicable requirements of this License. Upon request, Licensee must provide Licensor with copies of the actions, resolutions, and agreements with such permitted licensees, with such redactions as may be necessary to protect propriety or privileged information.

(c) Licensee, or its permitted licensees, as applicable, must maintain a U.S. Coast Guard Certificate for each vessel berthing at the License Area to the extent required by applicable Laws. If such certificates are not obtained by the date each such vessel berths at the License Area or are revoked, terminated, or expired at any time thereafter, then such vessel is prohibited from berthing at the License Area.

(d) Licensee must operate (and cause its permitted licensees to operate) in full compliance with, the Maritime Transportation Security Act of 2002, as amended from time to time. Licensee shall maintain a list of vessels that berth at the License Area, listing the Company Security Officer ("CSO") by name and position, cell phone number of the CSO and a 24 hour contact number. The listed information shall also include: (i) the vessel's name, (ii) the U.S. Coast Guard number, and (iii) length overall (LOA), (iv) net registered tons and capacity. Licensor shall provide the list to Licensee upon request. From time to time, Licensor may request additional information for each vessel, its operator, or owner, and Licensee will promptly provide such information to Licensor.

(e) Licensee must have sufficient personnel secure each vessel berthing at the License Area, to control passengers on each such vessel, to provide for safe embarkation and debarkation, and to direct passengers to and from the License Area. Licensee must use its best efforts to: (i) ensure that there is no drinking, eating, or loitering by any passengers at the License Area and (ii) keep the License Area free and clean of litter and other debris generated by passengers.

(f) Smoking is strictly prohibited on the License Area.

(g) Licensee must notify Licensor in writing of any incident or accident involving personal injury or personal property damage which occurs on or in proximity of the License Area. Such notice must be given within twenty-four (24) hours after the incident or accident occurs. Failure to timely report such incidents or accidents will constitute a material default under this License.

(h) At the conclusion of each landing, Licensee is responsible for closing (or causing the closure of) any ramps or gates to the public and for properly securing the gangways.

(i) Licensee or its permitted licensees will furnish to Licensor, upon request, a statement (the "Landing Report") setting forth: (i) each regularly-scheduled vessel trip that includes the License Area, (ii) the passenger count for embarkation and debarkation (listed separately), and (iii) the rates charged to passengers, and (iv) the amount of landing fees collected for vessels berthed at the License Area.

(j) Licensee must (and cause its permitted licensees to) use devices and operate or conduct all activity in compliance with Article 29 of the San Francisco Police Code or its successor (the Noise Ordinance).

(k) Unless required in connection with routine or emergency maintenance or repair, placement of barriers or obstructions in public access areas is strictly prohibited. The License Area may not be used to store any gangways, gear or equipment without the prior written consent of Licensor. Licensee must use the License Area (and cause its permitted licensees to use the License Area) in a manner that does not conflict with, block, or impede access by water to and from the License Area. The fairway must be used solely for arriving at and departing from the License Area.

(l) Toilets on each vessel berthing at the License Area must meet U.S. Coast Guard standards and must not discharge waste into the water or in the vicinity of the License Area.

(m) Licensee and its permitted licensees are prohibited from (i) using any public address systems or other mechanical or hand operated voice or power operated megaphones to solicit business or for entertainment purposes, and (ii) using or employing persons to solicit business either in, on, under, or around the License Area or from aboard vessels berthing at or embarking from the License Area. Sales of tickets, food, beverages, or merchandise on a vessel does not violate this section.

(n) Licensee has the right to place, construct and maintain signs within the License Area related to information about the ferry services provided at the License Area. Prior to installing any sign, Licensee must obtain Licensor's prior approval of the location, dimensions and color of such sign. Licensor agrees to reasonably cooperate with Licensee to allow the placement of wayfinding and informational signs outside of the License Area as may be reasonably approved by Licensor.

(o) Licensee agrees to remove all graffiti from the License Area within forty-eight (48) hours of the earlier of Licensee's discovery or notification of the graffiti, or receipt of notification of the graffiti from San Francisco Public Works.

(p) In order to mitigate any potential significant environmental impacts of the operation of the License Area, Licensee agrees to comply with the mitigation measures set forth in the Mitigation Monitoring and Reporting Program adopted by TIDA at its April 21, 2011 meeting by Resolution No. 11-15-0421, including those applicable to ferry operations as shown on Exhibit D attached hereto. As appropriate, Licensee will incorporate the Mitigation Monitoring and Reporting Program into any contract for the operation of the Improvements and the License Area.

6.4 [Intentionally Deleted]

6.5 No Interference with Navy Operations

Licensee may not conduct operations, or make any Alterations (defined in Section 7.1 below), that would interfere with or otherwise restrict Navy's operations or environmental cleanup or restoration actions by the Navy, Licensor, the Environmental Protection Agency, the State of California or their contractors. Environmental cleanup, restoration, or testing activities by the Navy, Licensor, the Environmental Protection Agency, the State of California or their contractors will take priority over Licensee's use of the License Area in the event of any conflict; provided, however, if the clean-up, restoration, or testing activities are performed by Licensor, then Licensor will use its best efforts to minimize any disruption of Licensee's operation.

6.6 No Unlawful Uses, Nuisances or Waste

Without limiting the foregoing, Licensee may not use, occupy, or permit the use or occupancy of any of the License Area in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the License Area. Licensee must eliminate any nuisances or hazards relating to its activities on or about the License Area. Licensee will not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the License Area.

7. ALTERATIONS

7.1 Alterations

Licensee may not construct, install, make, or permit to be made any alterations, installations, or additions ("Alterations") in, to, or about the License Area, without Licensor's prior written consent each time, which consent may be given or withheld in Licensor's sole and absolute discretion.

(a) **Asbestos-Containing Materials.** Without limiting Section 24.2 (No Hazardous Materials) below, if asbestos-containing materials ("ACM") are determined to exist in or about the License Area, then Licensee will ensure that all Alterations and any asbestos related

work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all laws relating to asbestos, including, but not limited to, California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Licensee will distribute notifications to all employees and contractors as required under California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-containing areas or any asbestos related work may be performed without Licensor's prior written consent in each instance.

7.2 [Intentionally Deleted]

7.3 Licensee's Personal Property

All furniture, furnishings, and articles of movable personal property and equipment used upon or installed in the License Area by or for the account of Licensee that can be removed without structural or other material damage to the License Area ("Licensee's Personal Property") are and will remain the property of Licensee. Licensee must remove all of Licensee's Personal Property from the License Area at the end of the Term or earlier termination of this License, subject to the provisions of Section 19 below. Licensee is solely responsible for providing any security or other protection of or maintenance to Licensee's Personal Property.

7.4 Licensor's Alterations

Licensor reserves the right at any time to make alterations, additions, repairs, deletions, or improvements to the License Area; provided that Licensor's alterations or additions may not materially adversely affect the functional use of the License Area for the Permitted Use.

8. REPAIRS AND MAINTENANCE

8.1 Licensee Responsible for Maintenance and Repair

During the Term hereof, Licensee shall be responsible for the condition, operation, repair, and maintenance and management of the License Area in connection with its use thereof that may be necessary to maintain the License Area at all times in a clean, safe, attractive, and sanitary condition and in good order and repair, to Licensor's reasonable satisfaction. For avoidance of doubt, Licensee shall not be responsible for repairs or maintenance arising from the use of the License Area by Licensor or other users authorized by Licensor, including WETA. The Parties anticipate that from and after commencement of WETA Ferry Operations, WETA will assume primary operation, management, repair and maintenance responsibilities for the Ferry Terminal pursuant to the terms of the WETA Contract, which may require appropriate amendments to this License. Notwithstanding the foregoing, nothing herein is intended to affect Licensee's obligations with respect to the construction, operation, repair or maintenance of the Ferry Terminal or any other obligations of Licensee arising under the DDA or other existing transaction documents. From and after the Acceptance Date, and without limiting any obligations or liability Licensor may have under applicable Laws as the owner of the Ferry

Terminal, Licensor will not be responsible to Licensee under this License for the performance of any repairs, replacements, changes, or alterations to the License Area. Notwithstanding anything in Section 12 to the contrary, if any portion of the License Area is damaged by any activities conducted by Licensee or Licensee Parties, Licensee will immediately, at its sole cost, repair all of the damage and restore the License Area to its previous condition.

8.2 Utilities

Licensor will provide the basic utilities and services described in Exhibit E (the “Standard Utilities and Services”) to the License Area, subject to the terms and conditions contained therein. Licensee is responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Licensee may need for its use of the License Area. Licensee will pay, without set off or counterclaim, all amounts due and owing for the Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E.

8.3 Landscaping

Licensor will maintain the exterior landscaping of the License Area in good condition and repair at no cost to Licensee through the Initial Operation Period (after which time, responsibility is anticipated to be assumed by WETA under the WETA Contract); provided, if any portion of the License Area landscaping is damaged by any activities conducted by Licensee or Licensee Parties, Licensee will immediately, at its sole cost, repair all of the damage and restore such License Area landscaping area to its previous condition.

8.4 Janitorial Services

Licensee will provide all janitorial services for Licensee’s use of the License Area at Licensee’s sole expense.

8.5 Pest Control

During the Initial Operation Period, Licensee will provide and pay for all pest control services required within the License Area, and will keep the License Area free of all pests at all times at Licensee’s sole expense.

8.6 Trash

Licensee will deposit all trash into designated containers in the License Area in compliance with the Rules and Regulations attached as Exhibit C. Licensee will pay for the removal of trash from the designated containers. Licensee will abide by all rules established by Licensor for the handling of trash.

8.7 No Right to Repair and Deduct

Licensee expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Licensee to make repairs or replacements at Licensor's expense, or to terminate this License because of Licensor's failure to keep the License

Area or any part thereof in good order, condition, or repair, or to abate or reduce any of Licensee's obligations under this License because the License Area or any part thereof needs repair or replacement.

9. LIENS

Licensee will keep the License Area free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. If Licensee does not, within five (5) days following the imposition of any lien, cause the lien to be released of record by payment or posting of a proper bond, then Licensor will have (in addition to all other remedies provided in this License, at law or in equity) the right, but not the obligation, to cause the lien to be released by any means Licensor deems proper, including, but not limited to, payment of the claim giving rise to the lien. All sums paid by Licensor and all expenses it incurs in connection a lien (including, without limitation, reasonable attorneys' fees) will be payable to Licensor by Licensee upon demand. Licensor will have the right to post and keep posted on the License Area any notices permitted or required by law or that Licensor deems proper for its protection and protection of the License Area from mechanics' and materialmen's liens. Licensee will give Licensor at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the License Area.

10. COMPLIANCE WITH LAWS

10.1 Compliance with Laws

(a) Licensee shall, at its expense, conduct and cause to be conducted all activities on the License Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder.

(b) Qualified to Do Business. Licensee understands that each person engaging in business within the City, as determined under San Francisco Business and Revenue and Tax Code section 6.2-12, shall apply to the San Francisco Tax Collector for a registration certificate, using the form provided by the Tax Collector, and pay any applicable taxes. In addition, foreign and out of state businesses must qualify with the California Secretary of State before transacting business in the State, as set forth in the California Corporations Code. Licensee agrees to comply with these requirements.

10.2 Regulatory Approvals; Responsible Party

Licensee understands and agrees that Licensee's use of the License Area and construction of any Alterations permitted under this License may require authorizations, approvals, or permits from governmental regulatory agencies with jurisdiction over the License Area. Licensee will be

solely responsible for obtaining all regulatory approvals, including without limitation, any liquor permits or approvals. Licensee will not seek any regulatory approval without first obtaining the written consent of Licensor. Licensee will bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and will be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Licensee will be immediately pay and discharge any fines or penalties levied because of Licensee's failure to comply with the terms and conditions of any regulatory approval and Licensor will have no liability, monetary or otherwise, for any fines or penalties. Licensee will indemnify, protect, defend, and hold harmless forever (“Indemnify”) Licensor and City, including, but not limited to, all of Licensor’s Agents and City’s Agents (the “Indemnified Parties”), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys’ and consultants’ fees and costs (“Losses”) arising in connection with Licensee's failure to obtain or comply with the terms and conditions of any regulatory approval.

Licensee understands and agrees that Licensor is entering into this License in its proprietary capacity as the holder of fee title to the License Area (subject to the Public Trust) and not as a regulatory agency with certain police powers. Without limiting the foregoing, Licensee understands and agrees that Licensor has no obligation to advocate, promote or lobby any regulatory agency; provided, however, that to the extent Licensor is required to be a co-applicant or certain permits or approvals are needed by Licensee to conduct its Permitted Uses hereunder, Licensor shall reasonably cooperate and will not unreasonably withhold its consent to sign as a co-applicant (at no cost to Licensor and subject to any necessary approvals). Licensee understands that uses and activities on the License Area may require regulatory approvals from regulatory agencies, which may include RWQCB, SHPO, NPS, CPUC, BCDC, State Lands, and others. Licensee will submit all applications and other forms of request for required regulatory approvals on a timely basis and will consult and coordinate with Licensor in Licensee’s efforts to obtain regulatory approvals. Licensee will bear all costs associated with (1) applying for and obtaining any necessary regulatory approval, and (2) complying with any and all conditions or restrictions imposed by regulatory agencies. Licensee has the right to appeal or contest any condition in any manner permitted by Law imposed by any such regulatory approval. Licensee will provide Licensor with prior notice of any such appeal or contest and keep Licensor informed of such proceedings. Without limiting any other Indemnification provisions of this License, Licensee will Indemnify the Indemnified Parties from and against any and all Losses which may arise in connection with Licensee’s failure to obtain or seek to obtain in good faith, or to comply with the terms and conditions of any regulatory approval.

10.3 Compliance with Licensor's Risk Management Requirements

Licensee will not do anything, or permit anything to be done, in or about the License Area or to any Alterations that would create any unusual fire risk, and will take commercially reasonable steps to protect Licensor from any potential premises liability. Licensee will faithfully observe, at its expense, all reasonable requirements of Licensor's Risk Manager and with the requirements of any policies of commercial general liability, all risk/special form property, or other policies of insurance at any time required or in force for the License Area and any Alterations.

11. ENCUMBRANCES

Notwithstanding anything to the contrary contained in this License, Licensee will not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the License Area or Licensor's or Licensee's interest under this License.

12. DAMAGE OR DESTRUCTION

12.1 Damage or Destruction to the License Area

If damage to or destruction of the License Area by earthquake, fire, flood, or any other casualty occurs that prevents Licensee from operating the License Area for the Permitted Use, and Licensor either elects not to repair, or fails to make such election within thirty (30) days after such damage or destruction, then either party may terminate this License upon thirty (30) days prior written notice. Upon termination, Licensee will surrender the License Area in accordance with Section 18 and both Parties will be relieved of any liability under this License for the termination or for repairing the damage. If Licensee does not terminate this License as provided in this Section 12.1, then Licensee shall make any necessary repairs to the License Area.

If any portion of the License Area is damaged by any activities conducted by Licensee or Licensee Parties, Licensee will immediately, at its sole cost, repair all of the damage and restore the License Area to its previous condition. Licensor will not have any obligation **under this License** to repair, replace, or rebuild the License Area in the event of a casualty.

Nothing in this License limits or alters the rights and obligations of the parties under the DDA and related transaction documents.

13. ASSIGNMENT AND SUBLETTING

13.1 Restriction on Assignment and Subletting

Subject to Licensee's rights to license use of the License Area to permitted licensees as set forth in Section 6.1, Licensee may not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Licensee), voluntarily or by operation of Law, sell, assign, encumber, pledge, lease, or otherwise transfer any part of its interest in or rights to the License Area, or its interest in this License, or permit any portion of the License Area to be occupied by anyone other than itself, or sublet any portion of the License Area (a "Transfer"), without Licensor's prior written consent in each instance, which Licensor may grant or withhold in its sole and absolute discretion. Licensee will provide Licensor with a written notice of its intention to Transfer this License or the License Area, together with a copy of the proposed Transfer agreement at least thirty (30) days before the commencement date of the proposed Transfer. Licensee will provide Licensor with all information regarding the proposed Transfer that Licensor may reasonably request.

14. DEFAULT; REMEDIES

14.1 Events of Default

Any of the following will constitute an event of default (“Event of Default”) by Licensee under this License:

(a) **Failure to Pay.** Any failure to pay any sums payable by Licensee under this License within five (5) days after the date due;

(b) **Covenants, Conditions and Representations.** Any failure to perform or comply with any other covenant, condition, or representation made under this License; provided, Licensee will have a period of ten (10) days from the date of written notice from Licensor of the failure within which to cure the default, or, if due to the nature of the default, it is not capable of cure within the 10-day period, then Licensee will have a reasonable period to complete the cure if Licensee promptly undertakes action to cure the default within the 10-day period then diligently prosecutes the cure to completion and uses its best efforts to complete the cure within sixty (60) days after the receipt of notice of default from Licensor;

(c) **Vacation or Abandonment.** Any abandonment of the License Area for more than fourteen (14) consecutive days;

(d) **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute; and

(e) **Notices of Default.** The delivery to Licensee of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Licensee actually cures the default within the specified time period, may, in the sole and absolute discretion of Licensor, be deemed an incurable breach of this License allowing Licensor to seek its remedies for an Event of Default under this license, at Law, or in equity without further notice or demand to Licensee.

14.2 Remedies

Upon the occurrence of an Event of Default by Licensee, Licensor will have the right to terminate Licensee’s right to possession of the License Area, in addition to all other rights and remedies available to Licensor at Law or in equity, including the right, following not less than ten (10) business days’ notice, to make repairs within the scope of Licensee’s repair obligations hereunder on Licensee’s behalf and at Licensee’s expense.

15. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

15.1 Release and Waiver of Claims

Licensee, on behalf of itself and Licensee Parties, covenants and agrees that the Indemnified Parties will not be responsible for or liable to Licensee for, and, to the fullest extent

allowed by any Laws, Licensee hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the License Area, including without limitation, partial or complete collapse of the License Area due to an earthquake or subsidence, except only to the extent those Losses are caused solely by the active negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:

(a) Licensee expressly acknowledges and agrees that the consideration for this License does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Licensee's Permitted Use of the License Area. Licensor would not be willing to enter into this License in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for damages arising out of this License or the Permitted Use, including, without limitation, any interference with uses conducted by Licensee regardless of the cause.

(b) Without limiting any indemnification obligations of Licensee or other waivers contained in this License, and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, if Licensor terminates this License because of a claim for inverse condemnation or eminent domain.

(c) As part of Licensee's agreement to accept the License Area in its "As Is" condition, and without limiting that agreement or any waiver contained in this License, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES, AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise from, or in any way be connected with, the physical or environmental condition of the License Area and any related improvements or any Laws or regulations applicable thereto or the suitability of the License Area for Licensee's intended use.

(d) Without limiting any other waiver contained in this License, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES, AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to License the License Area to Licensee, regardless of whether or not that decision is or may be determined to be an act of active gross negligence or willful misconduct of the Indemnified Parties.

(e) Licensee covenants and agrees never to file, commence, prosecute, or cause to be filed, commenced, or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses, or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this License (including, but not limited to, Sections 2.2, 10.1, 15.1, and 17).

(f) In agreeing to all of the waivers and releases contained in this License Licensee has not relied upon any representation or statement of any Indemnified Party.

(g) Licensee had made all investigations of the facts related to all of the waivers and releases as it has deemed necessary and Licensee assumes the risk of mistake with respect to the facts and its investigations of the facts. The waivers and releases are intended to be final and binding on Licensee regardless of any claims of mistake.

(h) In connection with the releases contained in this License, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee knowingly has agreed to this License and the releases contained in this License, being fully aware of the ramifications of the releases, and Licensee nevertheless intends to waive the benefit of Civil Code Section 1542, and any statute or other similar law now or later in effect. The waivers and releases contained in this License will survive any termination of this License.

15.2 Licensee's Indemnity

Licensee, on behalf of itself and Licensee Parties, will Indemnify the Indemnified Parties from and against any and all Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody or control of Licensee or Licensee Parties; (b) any accident, injury to, or death of a person, including, without limitation, Licensee Parties, occurring in, on, or about the License Area that arises from the use of the License Area by Licensee or the Licensee Parties; (c) any default by Licensee in the observation or performance of any of the terms, covenants, or conditions of this License to be observed or performed on Licensee's part; (d) the use, occupancy, conduct, or management, or manner of use, occupancy, conduct, or management by Licensee or Licensee Parties of the License Area; (e) any claim by any third party relating to the issuance of this License or to Licensee's or Licensee Parties' use of the License Area, (f) any construction or other work undertaken by or for Licensee or Licensee Parties on or about the License Area; and (g) any acts, omissions, or negligence of Licensee or Licensee Parties, in, on, or about the License Area, except to the extent that the Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this License and further except only to the extent the Losses are caused solely by the active negligence or wrongful acts or omissions of the Indemnified Parties. The foregoing Indemnity includes, without limitation, reasonable fees of

attorneys, consultants, and experts and related costs and Licensor's costs of investigating any Loss. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Licensor and the other Indemnified Parties from any claim that actually or potentially falls within this indemnity provision even if the claim is or may be groundless, fraudulent, or false, which obligation arises when the claim is tendered to Licensee by Licensor and continues at all times thereafter. Licensee's obligations under this Section will survive the expiration or sooner termination of this License.

16. INSURANCE

16.1 Required Insurance Coverage

Licensee, at its sole cost and expense, must maintain, or cause to be maintained, through the Term of this License, the following insurance:

(a) General Liability Insurance. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 10 93 (or its replacement) insuring against claims for bodily injury (including death), property damage, personal injury and advertising injury, including coverage for premises operations, blanket contractual liability (to the extent possible under the above-referenced policy form or under a separate policy form) which includes coverage extending to the Indemnities in this License, broad form property damage, explosion, collapse and underground hazards, independent contractors, products and completed operations, with such insurance to afford protection in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence and annual aggregate, and Ten Million Dollars (\$10,000,000) products and completed operations aggregate, and deleting any exclusions for care, custody and control of real property. All such insurance may be provided under a combination of primary and umbrella excess policies and may be provided under policies with a "claims made" trigger.

(b) Automobile Liability Insurance. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance will be required if any automobiles or any other motor vehicles are operated in connection with Licensee's activity on the License Area or the Permitted Use.

(c) Worker's Compensation and Employer's Liability Insurance. Worker's compensation insurance as required by Laws, U.S. Longshore and Harborworker's Act Insurance and Jones Act insurance with employer's liability limit not less than Five Million Dollars (\$5,000,000) for each accident, on employees eligible for each. Licensee's insurance must be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an "if any basis", with E L coverage of \$5,000,000.00. If a permitted licensee is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations, Administration of Self Insurance, Sacramento, California.

(d) Property Insurance. Property insurance with coverage at least as broad as Insurance Services Office form CP 10 30 06 95 ("Causes of Loss Special Form" (or its

replacement)), in an amount not less than 100% of the then-current full replacement cost of the Improvements including any foundations, pilings, excavations and footings (with any deductible not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), except as to earthquake and flood insurance)...

(e) Watercraft Liability. Watercraft Liability Insurance acceptable to Licensor, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverage's for owned and non-owned watercraft.

(f) Vessel Pollution Liability. Vessel Pollution Liability Insurance with combined single limit of Two Million Dollars (\$2,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.

(g) Hull and Machinery Protection. Hull and Machinery Protection in a form and with limit of market value of the vessel.

(h) Umbrella. Excess Insurance with policy limits of no less than Five Million Dollars (\$5,000,000).

(i) Other Coverage. Any other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the License Area, as may change from time to time, or as may be required by the City's Risk Manager. Licensor may require Licensee's vendors and contractors to carry the insurance that Licensor reasonably determines to be necessary and to name Licensor as an additional insured, and satisfactory evidence of that insurance must be delivered to Licensor before the vendor or contractor enters the License Area.

16.2 Claims-Made Policies

If any of the insurance required in Section 16.1 above is provided under a claims-made form of policy, Licensee must maintain the coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this License, to the effect that if occurrences during the Term give rise to claims made after termination of this License, those claims will be covered by the claims-made policies.

16.3 Annual Aggregate Limits

If any of the insurance required in Section 16.1 above is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in the annual aggregate limit, the annual aggregate limit must be double the occurrence limits specified above.

16.4 Payment of Premiums

Licensee will pay the premiums for maintaining all required insurance.

16.5 Waiver of Subrogation Rights

Notwithstanding anything to the contrary contained herein, Licensor and Licensee (each a “Waiving Party”) each waives any right of recovery against the other party for any loss or damage sustained by the other party with respect to the Facility or the License Area or any portion thereof or the contents of the same or any operation therein, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by insurance that is required to be purchased by the Waiving Party under this License or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the License Area, but the failure to obtain the endorsement will not affect the above waiver.

16.6 General Insurance Matters

(a) All liability insurance policies required to be maintained by Licensee under this License must contain a cross-liability clause, will name as additional insureds the “THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS,” must be primary to any other insurance available to the additional insureds with respect to claims arising under this License, and must provide that the insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

(b) All insurance policies that Licensee is required to maintain under this License must be issued by an insurance company or companies reasonably acceptable to Licensor with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

(c) All insurance policies that Licensee is required to maintain under this License must provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Licensee and Licensor. The notice must be given in accordance with the notice provisions of Section 20.1 below.

(d) Licensee will deliver to Licensor certificates of insurance and additional insured policy endorsements in a form satisfactory to Licensor evidencing the coverages required in this License, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Licensee will, upon Licensor's request, promptly give Licensor a complete copy of any insurance policy required by this License.

(e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Licensor may require Licensee to increase the insurance limits set forth in Section 16.1 above if Licensor finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts greater than those amounts carried by Licensee with respect to risks comparable to those associated with the use of the License Area.

(f) Licensee's compliance with the provisions of this Section will in no way relieve or decrease Licensee's indemnification obligations under this License or any of Licensee's other obligations or liabilities under this License.

(g) Notwithstanding anything to the contrary in this License, Licensor may elect in Licensor's sole and absolute discretion to terminate this License upon the lapse of any required insurance coverage by written notice to Licensee.

17. ACCESS BY LICENSOR

17.1 General Access.

Licensor reserves for itself and Licensor's Agents, the right to enter the License Area and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Licensee (except in the event of an emergency) for any purpose.

17.2 Emergency Access

In the event of any emergency, as determined by Licensor, Licensor may, at its sole option and without notice, enter the License Area and alter or remove any Alterations or Licensee's Personal Property on or about the License Area. Licensor will have the right to use any means Licensor considers appropriate to gain access to any portion of the License Area in an emergency. In that case, Licensor will not be responsible for any damage or injury to any property, or for the replacement of any property. Any entry during an emergency will not be deemed a forcible or unlawful entry onto or a detainer of, the License Area, or an eviction, actual or constructive, of Licensee from the License Area or any portion thereof.

17.3 No Liability

Licensor will not be liable in any manner, and Licensee hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Licensor's entry onto the License Area, except damage resulting directly and exclusively from the active gross negligence or willful misconduct of Licensor or Licensor's Agents and not contributed to by the acts, omissions, or negligence of Licensee or Licensee Parties.

18. SURRENDER

18.1 Surrender of the License Area

Upon the termination of this License, Licensee will surrender to Licensor the License Area in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through, or under Licensee. On or before the date of termination of this License, Licensee will, at its sole cost, remove any and all of Licensee's Personal Property from the License Area. In addition, Licensee will, at its sole expense, repair any damage to the License Area resulting from the removal of Licensee's Personal Property and restore the License Area to their condition immediately before the Licensee's Personal Property was placed in the License Area. Licensee's obligations under this Section will survive the termination of this License. Any items of

Licensee's Personal Property remaining on or about the License Area after the termination of this License may, at Licensor's option and after thirty (30) days written notice to Licensee, be deemed abandoned and in that case Licensor may dispose of the items in accordance with California Civil Code section 1980 et seq. or in any other manner allowed by Law.

18.2 [Intentionally Deleted]

18.3 [Intentionally Deleted]

19. HAZARDOUS MATERIALS

19.1 No Hazardous Materials

Licensee covenants and agrees that neither Licensee nor any Licensee Parties will cause or permit any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”, also commonly known as the “Superfund” law), as amended (42 U.S.C. § 9601 et seq.), or under California Health & Safety Code section 25281; any “hazardous waste” listed under California Health & Safety Code section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the structure of any existing improvements on the License Area, or are naturally occurring substances on, in, or about the License Area; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids (“Hazardous Material”) to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the License Area or transported to or from the License Area without the prior written approval of Licensor, which approval may be withheld in Licensor’s sole and absolute discretion. Licensee will immediately notify Licensor if Licensee learns or has reason to believe there has been any release of Hazardous Material in, on, or about the License Area. Licensor may from time to time request Licensee to provide adequate information for Licensor to determine if any Hazardous Material permitted on the License Area under the License is being handled in compliance with all applicable federal, state, or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge, or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under, or about the License Area and any other property, including, without limitation, soil, air, and groundwater conditions (“Environmental Laws”), and Licensee will promptly provide that information. In addition to Licensor’s rights under Section 17, Licensor and Licensor’s Agents have the right to inspect the License Area for Hazardous Material and compliance with the provisions of this Section 19 at all reasonable times upon reasonable advance oral or written notice to Licensee (except in the event of an emergency). Without limiting the foregoing, Licensee agrees that it will comply with San Francisco Health Code article 21, including, without limitation, obtaining and complying with the requirements of an approved hazardous materials management plan. Licensee agrees that it will comply with the restrictions or limitations set forth in the Navy Deed, the Covenant to Restrict Use of Property (the “CRUP”), if any relate to the License Area, and any additional requirements imposed by regulators with jurisdiction over the License Area.

19.2 Licensee's Environmental Indemnity

If Licensee breaches any of its obligations contained in Section 19.1 above, or, if any act or omission or negligence of Licensee or any Licensee Parties results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching, or dumping (“Release”) of Hazardous Material in, on, under, or about the License Area or the Property, without limiting Licensee's general Indemnity contained in Section 15.2 above, Licensee, on behalf of itself and Licensee’s Agents, will Indemnify the Indemnified Parties, and each of them, from and against any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements, or orders threatened, instituted or completed under any Environmental Laws together with any and all Losses made or threatened by any third party against Licensor, Licensor’s Agents, or the License Area, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release, or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation, and remediation costs, fines, natural resource damages, damages for decrease in value of the License Area, the loss or restriction of the use or any amenity of the License Area and attorneys’ fees and consultants’ fees and experts’ fees and costs (“Hazardous Materials Claims”) arising during or after the Term and relating to the Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the License Area or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the License Area or other property. Without limiting the foregoing, if Licensee or any Licensee Parties, causes or permits the Release of any Hazardous Materials in, on, under, or about the License Area or the Property, Licensee will, immediately, at no expense to Licensor, take all appropriate actions to return the License Area or other property affected by the Release to the condition existing before the Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Licensee will provide Licensor with written notice of and afford Licensor a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

19.3 Acknowledgment of Receipt of EBS and FOST

Licensee hereby acknowledges for itself and Licensee Parties that, before the execution of this License, Licensee has received and reviewed the Environmental Baseline Survey (“EBS”) and the Finding of Suitability to Transfer (“FOST”) issued by the Navy. California law requires Licensors to disclose to Licensees the presence or potential presence of certain Hazardous Materials. Accordingly, Licensee is hereby advised that occupation of the License Area may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel, and other vehicle fluids; vehicle exhaust; office maintenance fluids; tobacco smoke; methane; and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the License Area as described in the EBS and the FOST. In addition, California's Proposition 65 (California Health & Safety Code section 25249.6 *et seq.*), requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this License, Licensee acknowledges that the notices and

warnings set forth above satisfy the requirements of California Health & Safety Code section 25249.6 et seq., section 25359.7, and related statutes.

20. GENERAL PROVISIONS

20.1 Notices

Except as otherwise expressly provided in this License, any notice will be effective only if the notice is in writing and given by (a) delivering the notice in person, (b) certified mail with a return receipt requested, or (c) reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic License Information. Any notice will be deemed to have been given on the date delivery is made to or refused by the receiving Party. Any Party may designate a new address for notice purposes at least ten (10) days before the effective date of the change. For convenience of the Parties, copies of notices may also be given by email to the email address set forth in the Basic License Information or such other address as may be provided from time to time; however, neither Party may give official or binding notice by email and the date that a notice is deemed given will be the date determined under this Section above, regardless of the receipt of a notice by email.

20.2 No Implied Waiver

No failure by Licensor to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power, or remedy arising out of a breach, regardless of how long the failure continues, no acceptance of full or partial payment sums due hereunder during the continuance of any breach, and no acceptance of the keys to or possession of the License Area before the expiration of the Term by Licensor or any of Licensor's Agents, will constitute a waiver of a breach or of Licensor's right to demand strict compliance with the term, covenant, or condition, or operate as a surrender of this License. No express written waiver of any default or the performance of any provision will affect any other default or performance, or cover any other period, other than the default, performance, or period specified in the express waiver. One or more written waivers of a default or the performance of any provision hereof will not be deemed a waiver of any subsequent default or performance. The consent of Licensor given in any instance under the terms of this License will not relieve Licensee of any obligation to secure the consent of Licensor in any other instance under the terms of this License.

20.3 Amendments

Neither this License nor any term or provision hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the Parties.

20.4 Authority

If Licensee signs as a corporation, a partnership, or a limited liability company, each of the persons executing this License on behalf of Licensee covenants and warrants that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon Licensor's request, Licensee will provide Licensor with evidence reasonably satisfactory to Licensor confirming the

foregoing representations and warranties. Without limiting the generality of the foregoing, Licensee represents and warrants that it has full power to make the waivers and releases, indemnities, and the disclosures in this License, and that it has received independent legal advice from its attorney as to the advisability of entering into a License containing those provisions and their legal effect.

20.5 Joint and Several Obligations

The term “Licensee” in this License includes the plural as well as the singular. If there is more than one Licensee, the obligations and liabilities under this License imposed on Licensee are joint and several.

20.6 Interpretation of License

The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience only and will in no way define or limit the scope or intent of any provision of this License. This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with in this License and will be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this License. Provisions in this License relating to number of days are calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, or to take an action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day. Use of the word “including” or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as “without limitation” or similar words, are used. Unless otherwise provided in this License, whenever the consent of Licensor is required, Licensor may give or withhold its consent in its sole and absolute discretion.

20.7 Successors and Assigns

Subject to the provisions of Section 13, the terms, covenants, and conditions contained in this License will bind and inure to the benefit of Licensor and Licensee and, except as otherwise provided in this License, their personal representatives and successors and assigns; provided, however, that upon any transfer by Licensor of its interest in the License Area as lessor, including any transfer by operation of Law, Licensor will be relieved from all obligations and liabilities arising under this License after the transfer.

20.8 Brokers

Neither party has had any contact or dealings regarding the leasing of the License Area, or any communication in connection with leasing the License Area, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the License contemplated herein. If any broker or finder perfects a claim for a commission or finder's fee based upon any contact, dealings, or communication, then the party through whom the broker or finder makes a claim will be responsible for the commission or fee and will Indemnify the other party from any and all Losses incurred by the indemnified party in

defending against the claim. The provisions of this Section will survive the expiration or termination of this License.

20.9 Severability

If any provision of this License or the application of the provision to any person, entity, or circumstance is, to any extent, invalid or unenforceable, the remainder of this License, or the application of the provision to persons, entities or circumstances other than those to which it is invalid or unenforceable, will not be affected, and each other provision of this License will be valid and be enforceable to the fullest extent permitted by Law.

20.10 Governing Law

This License will be construed and enforced in accordance with the Laws of the City and County of San Francisco, the State of California, and the federal government.

20.11 Entire Agreement

This instrument (including the attached exhibits and addendum, if any) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings, and agreements. The Parties further intend that this License will constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this License and any changes to those drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this License. Licensee hereby acknowledges that neither Licensor nor Licensor's Agents have made any representations or warranties about the License Area or this License except as expressly set forth in this License, and no rights, easements, or licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth in this License.

20.12 Attorneys' Fees

If either Licensor or Licensee fails to perform any of its obligations under this License or if a dispute arises concerning the meaning or interpretation of any provision of this License, then the defaulting party or the party not prevailing in the dispute, as the case may be, will pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights (whether or not the action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this License, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Licensor's General Counsel) will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this License, the term "attorneys' fees" means the fees and expenses of counsel to the Parties, which may include printing, duplicating, and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians, and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" also includes, without limitation, all fees and expenses incurred with respect to appeals, mediations, arbitrations, and

bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which the fees and costs were incurred. "Attorney" has the same meaning as "counsel."

20.13 Time of Essence

Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

20.14 Cumulative Remedies

All rights and remedies of either party set forth in this License are cumulative, except as may otherwise be provided in this License.

20.15 Survival of Indemnities

Termination of this License will not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, and it will not affect any provision of this License that expressly states it will survive termination hereof. Licensee specifically acknowledges and agrees that, with respect to each of the indemnities contained in this License, Licensee has an immediate and independent obligation to defend Licensor and the other Indemnified Parties from any claim that actually or potentially falls within the indemnity provision even if the claim is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by Licensor and continues at all times thereafter.

20.16 Relationship of Parties

Licensor is not, and none of the provisions in this License will be deemed to render Licensor, a partner in Licensee's business, or joint venture, or member in any joint enterprise with Licensee. This License is not intended and it will not be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided in this License. The granting of this License by Licensor does not constitute authorization or approval by Licensor of any activity conducted by Licensee on, in or relating to the License Area.

20.17 Recording

Licensee agrees that it will not record this License or any memorandum or short form in the official records of any county.

20.18 Non-Liability of Indemnified Parties' Officials, Employees and Agents

No Indemnified Party will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by Licensor or for any amount that may become due to Licensee, its successors and assigns, or for any obligation of Licensor under this License.

20.19 Counterparts

This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute the same instrument.

21. SPECIAL PROVISIONS

21.1 Signs

Licensee will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics other than signs describing transit access, schedules, wayfinding, or other ferry service information on or about the License Area that are visible in or from public corridors or other portions of any Common Areas or from the exterior of the License Area, without Licensor's prior written consent, which Licensor may withhold or grant in its sole discretion.

21.2 Public Transit Information

Licensee, at its sole expense, will establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Licensee employed on the License Area, including, without limitation, distributing written material to its employees explaining the convenience and availability of public transportation facilities adjacent or near the License Area and encouraging use of those facilities.

21.3 Local Hiring Requirements

(a) In connection with any improvements or Alterations (as defined in Section 7.1) at the License Area, Licensee shall comply with the local hiring requirements under the DDA.

21.4 Non-Discrimination in City Contracts and Benefits Ordinance

(a) **Covenant Not to Discriminate.** In the performance of this License, Licensee will not to discriminate against any employee, any Licensor or City employee working with Licensee, or applicant for employment with Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of protected classes, or in retaliation for opposition to discrimination against protected classes.

(b) **Subleases and Other Subcontracts.** Licensee will include in all Subleases and other subcontracts relating to the License Area a non-discrimination clause applicable to the sublicensee or other subcontractor in substantially the form of subsection (a) above. In addition, Licensee will incorporate by reference in all subleases and other subcontracts the provisions of San Francisco Administrative Code sections 12B.2(a), 12B.2(c)-(k), and 12C.3 and require all subcontractors and other subcontractors to comply with those provisions. Licensee's failure to comply with the obligations in this subsection will constitute a material breach of this License.

(c) Non-Discrimination in Benefits. As of the date of this License Licensee does not, and Licensee will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local Laws authorizing that registration, subject to the conditions set forth in San Francisco Administrative Code section 12B.2(b).

(d) CMD Form. As a condition to this License, Licensee must execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (the “CMD”). Licensee represents that before execution of this License, (i) Licensee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of San Francisco Administrative Code Chapters 12B and 12C relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee will comply fully with and be bound by all of the provisions that apply to this License under those Administrative Code Chapters, including but not limited to the remedies provided in those Chapters. Without limiting the foregoing, Licensee understands that under San Francisco Administrative Code section 12B.2(h), a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

21.5 MacBride Principles -Northern Ireland

The provisions of San Francisco Administrative Code section 12F are incorporated by this reference and made part of this License. By signing this License, Licensee confirms that Licensee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

21.6 Tropical Hardwood and Virgin Redwood Ban; Preservative-Treated Wood Containing Arsenic

The City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood product. Except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b), Licensee will not provide any items to the construction of Licensee improvements or Alterations in the License Area, or otherwise in the performance of this License, that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Licensee fails to comply with any of the provisions of San

Francisco Environment Code Chapter 8, Licensee will be liable for liquidated damages for each violation in an amount equal to Licensee's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater. Licensee may not purchase preservative-treated wood products containing arsenic in the performance of this License unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment. This provision does not preclude Licensee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" means a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

21.7 Prevailing Wages and Working Conditions

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Licensee will require its Contractors and Subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the License Area to (1) pay workers performing that work not less than the Prevailing Rate of Wages, (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "Prevailing Wage Requirements"). Licensee agrees to cooperate with the City in any action or proceeding against a Contractor or Subcontractor that fails to comply with the Prevailing Wage Requirements.

(b) Licensee will include, and will require its subcontractors, and Contractors and Subcontractors (regardless of tier), to include the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any Contractor or Subcontractor in accordance with San Francisco Administrative Code Section 23.61. Licensee's failure to comply with its obligations under this Section will constitute a material breach of this License. A Contractor's or Subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party. For the current Prevailing Rate of Wages, see www.sfgov.org/olse or call the City's Office of Labor Standards Enforcement at 415-554-6235.

(c) Licensee will also pay, and will require its subcontractors, and Contractors and Subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for the following activities on the License Area as set forth in and to the extent required by San Francisco Administrative Code Chapter 21C: a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 21C.3), a Show (as defined in Section 21C.4), a Special Event (as defined in Section 21C.8), Broadcast Services (as defined in Section 21C.9),

Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 21C.10), and Security Guard Services for Events (as defined in Section 21C.11).

21.8 Pesticide Prohibition

(a) Licensee may not use or apply or allow the use or application of any pesticides on the License Area or contract with any party to provide pest abatement or control services to the License Area without first receiving City's written approval of an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, (ii) describes the steps Licensee will take to meet the City's IPM Policy described in San Francisco Environment Code Chapter 3, section 300 (the Integrated Pest Management Program Ordinance or "IPM Ordinance"), and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. Licensee will comply, and will require all of Licensee's contractors to comply, with the IPM plan approved by the City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, the provisions of the IPM Ordinance: (A) provide for the use of pesticides only as a last resort, (B) prohibit the use or application of pesticides on property owned by the City or Licensors, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (C) impose certain notice requirements, and (D) require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee's staff or contractors.

(b) If Licensee or Licensee's contractor would apply pesticides to outdoor areas at the License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and the pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

21.9 First Source Hiring Agreement

Licensee shall comply with the First Source hiring requirements set forth in the DDA, to the extent applicable.

21.10 Sunshine Ordinance

In accordance with San Francisco Administrative Code section 67.24(e), contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement, or other benefit until

and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided that is covered by this Section will be made available to the public upon request.

21.11 Conflicts of Interest

By its execution of this License, Licensee acknowledges that it is familiar with the provisions of the City's Campaign and Governmental Conduct Code article III, chapter 2, and California Government Code section 87100 *et seq.* and section 1090 *et seq.*, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Licensee becomes aware of any fact that would violate those provisions during the Term of this License, Licensee will immediately notify Licensor.

21.12 Charter Provision

This License is governed by and subject to the Charter of the City and County of San Francisco.

21.13 Drug-Free Workplace

Licensee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal Laws is prohibited on City premises. Licensee agrees that any violation of this prohibition by Licensee, its Agents, or assigns will be a material breach of this License.

21.14 Prohibition of Tobacco Sales and Advertising

Licensee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Licensee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the License Area and such prohibition must be included in all subleases or other agreements allowing use of the License Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

21.15 Prohibition of Alcoholic Beverage Advertising

Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the License Area. For purposes of this section, "alcoholic beverage" is defined as set forth in California Business and Professions Code section 23004 and does not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.]

21.16 Requiring Health Benefits for Covered Employees

(a) Unless exempt, Licensee will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as they may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this License as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this License have the meanings assigned to those terms in Chapter 12Q.

(b) For each Covered Employee, Licensee will provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, the health plan must meet the minimum standards set forth by the San Francisco Health Commission.

(c) Notwithstanding the above, if Licensee is a small business as defined in Section 12Q.3(d) of the HCAO, it will have no obligation to comply with subsection (a) above.

(d) Licensee's failure to comply with the HCAO will constitute a material breach of this License. Licensor will notify Licensee if a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this License for violating the HCAO, Licensee fails to cure the breach or, if the breach cannot reasonably be cured within the thirty (30) day period, and Licensee fails to commence efforts to cure within that period, or fails diligently to pursue the cure to completion, then Licensor will have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies will be exercisable individually or in combination with any other rights or remedies available to Licensor.

(e) Any Subcontract entered into by Licensee must require the Subcontractor to comply with the requirements of the HCAO and contain contractual obligations substantially the same as those set forth in this Section. Licensee will notify City's Purchasing Department when it enters into a Subcontract and will certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Licensee will be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Licensor may pursue the remedies set forth in this Section against Licensee based on the Subcontractor's failure to comply, provided that Licensor has first provided Licensee with notice and an opportunity to cure the violation.

(f) Licensee may not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Licensor regarding Licensee's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(g) Licensee represents and warrants that it is not an entity that was set up, or is being used, to evade the intent of the HCAO.

(h) Licensee will keep itself informed of the current requirements of the HCAO.

(i) Licensee will provide reports to Licensor in accordance with any reporting standards promulgated by Licensor under the HCAO, including reports on Subcontractors and Subcontractors, as applicable.

(j) Licensee will provide Licensor with access to records pertaining to compliance with the HCAO after receiving a written request from Licensor to do so and being provided at least five (5) business days to respond.

(k) Licensor may conduct random audits of Licensee to ascertain its compliance with HCAO. Licensee will cooperate with Licensor when it conducts the audits.

(l) If Licensee is exempt from the HCAO when this License is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000), but Licensee later enters into an agreement or agreements that cause Licensee's aggregate amount of all agreements with Licensor to reach Seventy-Five Thousand Dollars (\$75,000), then all the agreements will be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Licensee and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

21.17 Notification of Limitations on Contributions

By executing this License, Licensee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who leases, or seeks to lease, to or from any department of the City any land or building from making any campaign contribution to (a) a City elected official if the lease must be approved by that official, (b) a candidate for that City elective office, or (c) a committee controlled by that elected official or a candidate for that office, at any time from the submission of a proposal for the lease until the later of either the termination of negotiations for the lease or twelve (12) months after the date the City approves the lease. Licensee acknowledges that the foregoing restriction applies only if the lease or a combination or series of leases or other contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each prospective party to the lease; any person with an ownership interest of more than 10 percent (10%) in Licensee; any sublicensee listed in the lease; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the License, the City department with whom Licensee is leasing is obligated to submit to the Ethics Commission the parties to the lease and any sublicensee. Additionally, Licensee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

21.18 Resource Efficient City Buildings and Pilot Projects

Licensee acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for

the design, construction, and operation of buildings owned or leased by City. Licensee must comply with all applicable provisions of those code sections.

21.19 Food Service and Packaging Waste Reduction Ordinance

Licensee is bound by and will comply with all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including all remedies provided in that Chapter, and the implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by reference and made a part of this License as though fully set forth. This provision is a material term of this License. By entering into this License, Licensee agrees that if it breaches this provision, Licensor will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting Licensor's other rights and remedies, Licensee agrees that the sum of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year is a reasonable estimate of the damage that Licensor may incur based on the violation, established in light of the circumstances existing at the time this License was made. These amounts will not be considered a penalty, and do not limit Licensor's other rights and remedies available under this License, at law, or in equity.

21.20 Estoppel Certificates

Within ten (10) days after Licensor's request, Licensee will execute, acknowledge and deliver to Licensor a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this License; (b) that this License is unmodified and in full force and effect (or if there have been modifications, that this License is in full force and effect as modified and the date and nature of the modifications); (c) the dates to which the License Fee and all Additional Charges have been paid; (d) that there are no Events of Default under this License (or if there are any Events of Default, the nature of the Event of Default); and (e) any other matters reasonably requested by Licensor. Licensor and Licensee intend that any statement delivered under this paragraph may be relied upon by any assignee of Licensor's interest in the License, any mortgagee, or any purchaser or prospective purchaser of the building or land on which the License Area is located. Licensee irrevocably appoints Licensor, as Licensee's agent, to execute and deliver in the name of Licensee the statement if Licensee fails to do so, which failure may, at the election of Licensor, also be an Event of Default under this License.

21.21 Incorporation of Exhibits and Addendum

The terms of any Exhibits or Addendum attached to this License are incorporated into the License by reference. In the event of any inconsistency between the License and an Exhibit, the terms of the License will control. In the event of any inconsistency between the License and an Addendum, the terms of the Addendum will control.

21.22 Cooperative Drafting

This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No party will be considered the drafter of this License, and no presumption or rule that an ambiguity

will be construed against the party drafting the clause will apply to the interpretation or enforcement of this License.

21.23 Criminal History in Hiring and Employment Decisions

(a) Unless exempt, Licensee will comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions), as amended from time to time (“Chapter 12T”), which are incorporated into this License as if fully set forth, with respect to applicants and employees of Licensee who would be or are performing work at the License Area.

(b) Licensee must incorporate by reference the provisions of Chapter 12T in all subleases of some or all of the License Area, and require all subcontractors to comply with those provisions. Licensee’s failure to comply with the obligations in this subsection will constitute a material breach of this License.

(c) Licensee and Licensee’s Agents may not inquire about, require disclosure of, or if the information is received base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: **(1)** Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; **(2)** participation in or completion of a diversion or a deferral of judgment program; **(3)** a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; **(4)** a Conviction or any other adjudication in the juvenile justice system; **(5)** a Conviction that is more than seven years old, from the date of sentencing; or **(6)** information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Licensee and subcontractors may not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Licensee and subcontractors may not require that disclosure or make any inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Licensee and subcontractors will state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Licensee or sublicensee at the License Area, that the Licensee or sublicensee will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Licensee and subcontractors will post the notice prepared by the Office of Labor Standards Enforcement (“OLSE”), available on OLSE’s website, in a conspicuous place at the License Area and at other workplaces within San Francisco where interviews for job opportunities at the License Area occur. The notice must be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the License Area or other workplace at which it is posted.

(g) Licensee and subcontractors understand and agree that upon any failure to comply with the requirements of Chapter 12T, the City will have the right to pursue any rights or remedies available under Chapter 12T or this License, including, but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, or termination of this License in whole or in part.

(h) If Licensee has any questions about the applicability of Chapter 12T, it may contact the City's Real Estate Division for additional information. City's Real Estate Division may consult with the Director of the City's Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

21.24 San Francisco Packaged Water Ordinance

Licensee will comply with San Francisco Environment Code Chapter 24 ("Chapter 24"). Licensee may not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from the City's Department of the Environment. If Licensee violates this requirement, Licensor may exercise all remedies in this License and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

21.25 Vending Machines: Nutritional Standards and Calorie Labeling Requirements

Licensee may not install or permit any vending machine on the License Area without the prior written consent of the TIDA Director. Any permitted vending machine must comply with the food and beverage nutritional standards and calorie labeling requirements set forth in San Francisco Administrative Code section 4.9-1(c), as may be amended from time to time (the "Nutritional Standards Requirements"). Licensee will incorporate the Nutritional Standards Requirements into any contract for the installation of a vending machine on the License Area or for the supply of food and beverages to that vending machine. Failure to comply with the Nutritional Standards Requirements or to otherwise comply with this Section will be material breach of this License. Without limiting Licensor's other rights and remedies under this License, Licensor will have the right to require the immediate removal of any vending machine on the License Area that is not permitted or that violates the Nutritional Standards Requirements. [In addition, any restaurant located on the License Area is encouraged to ensure that at least 25% of Meals offered on the menu meet the nutritional standards set forth in San Francisco Administrative Code section 4.9-1(e), as may be amended.].

21.26 All-Gender Toilet Facilities

If applicable, Licensee will comply with San Francisco Administrative Code section 4.1-3 requiring at least one all-gender toilet facility on each floor of any new building on City-owned land and within existing buildings leased by the City where extensive renovations are made. An "all-gender toilet facility" means a toilet that is not restricted to use by persons of a specific sex or gender identity by means of signage, design, or the installation of fixtures, and "extensive renovations" means any renovation where the construction cost exceeds 50% of the cost of

providing the toilet facilities required by this section. If Licensee has any question about applicability or compliance, Licensee should contact the TIDA Director for guidance.

21.27 Employee Signature Authorization Ordinance

City has adopted an Employee Signature Authorization Ordinance (San Francisco Administrative Code sections 23.50–23.56). That ordinance requires employers of employees in hotel or restaurant projects on public property with fifty (50) or more employees (whether full-time or part-time) to enter into a "card check" agreement with a labor union regarding the preference of employees to be represented by a labor union to act as their exclusive bargaining representative. Licensee will comply with the requirements of the ordinance, if applicable, including, without limitation, any requirements in the ordinance with respect to its subcontractors, licensees, and operators.

21.28 Protection of Private Information

Licensee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the Administrative Code (the "Protection of Information Ordinance"), including the remedies provided therein. Consistent with the requirements of the Protection of Information Ordinance, Licensee agrees to all of the following:

(a) Neither Licensee nor any of its contractors or subcontractors who receive Private Information from the City in the performance of a contract may disclose that information to a subcontractor or any other person or entity, unless one of the following is true: (i) the disclosure is authorized by this License; (ii) Licensee receives advance written approval from the Contracting Department to disclose the information; or (iii) the disclosure is required by judicial order.

(b) Any disclosure or use of Private Information authorized by this License will be in accordance with any conditions or restrictions stated in this License or the Contracting Department's approval and will not be used except as necessary in the performance of the obligations under the Contract. Any disclosure or use of Private Information authorized by a Contracting Department will be in accordance with any conditions or restrictions stated in the approval.

(c) "Private Information" will mean any information that (1) could be used to identify an individual, including name, address, social security number, medical information, financial information, date and location of birth, and names of relative; or (2) the law forbids any person from disclosing.

(d) Any failure of Licensee to comply with the Protection of Information Ordinance will be a material breach of this License. In such an event, in addition to any other remedies available to it under equity or at law, Licensor may terminate this License, debar Licensee, or bring a false claim action against Licensee.

Remainder of Page Intentionally Left Blank; Signatures Appear on Following Pages

Licensor and Licensee have executed this License as of the date first written above.

LICENSEE:

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

DocuSigned by:
By Christopher Meany
709FC5FC393B471...

Its: Mr.

LICENSOR:

**TREASURE ISLAND DEVELOPMENT
AUTHORITY**

DocuSigned by:
By Robert P. Beck
15A802E407C0224...

Robert P. Beck
Treasure Island Director

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

DocuSigned by:
By Charles Sullivan
C5940790C7F41E...

Deputy City Attorney

License Prepared By: Richard A. Rovetti, Deputy Director of Real Estate

DS
(initial)

EXHIBIT A

DIAGRAM OF PREMISES

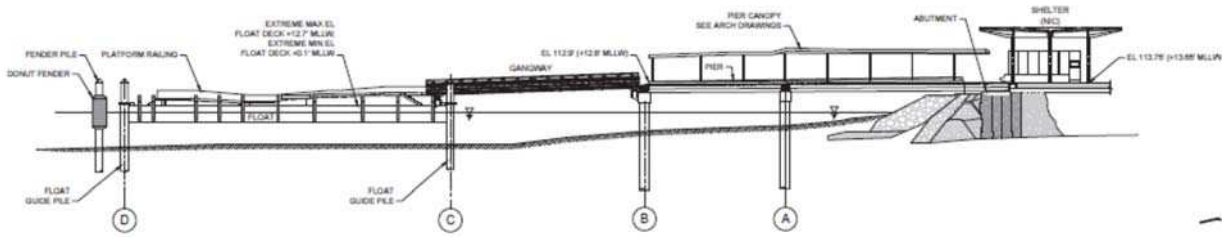
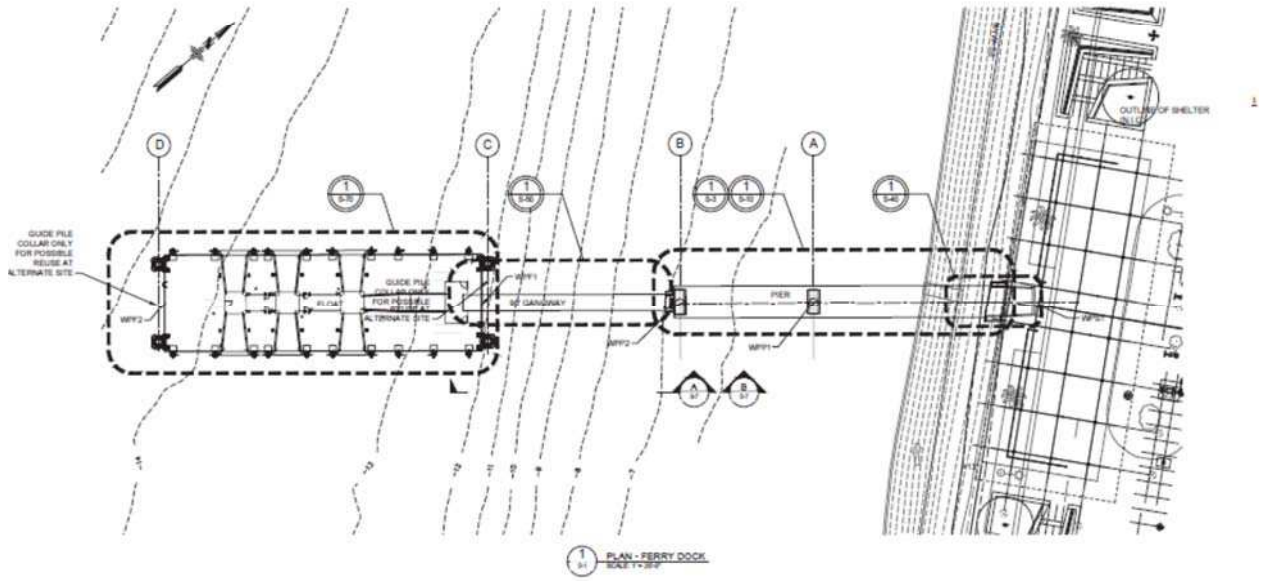


EXHIBIT B

COVER PAGE OF THE SEISMIC REPORT

TREASURE ISLAND REUSE PLAN

EXISTING CONDITIONS REPORT: VOL. 2

**PHYSICAL CHARACTERISTICS,
BUILDING AND INFRASTRUCTURE CONDITIONS**

AUGUST 1995

PREPARED FOR:

The Office Of Military Base Conversion,
Planning Department, City & County of San Francisco,
and the San Francisco Redevelopment Agency

PREPARED BY:

ROMA Design Group
Cerbatos & Associates Consulting Electrical Engineers
Cervantes Design Associates
Don Todd Associates, Inc.
Manna Consultants, Inc.
Moffatt & Nichol Engineers
Olivia Chen Consultants, Inc.
Takahashi Consulting Engineers
Treadwell & Rollo, Inc.

EXHIBIT C

RULES AND REGULATIONS

All rules and regulations set out in the License will prevail.

No signs, advertisements, or notices may be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Licensor.

Licensee Parties, while on the License Area or Licensee's parking area, will be subject to these Rules and Regulations, and will be subject to direction from Licensor and its agents, but will not be an agent or contractor of the Licensor or its agents. Licensee's contractors must be licensed by the State, insured and bonded at the amount requested by the Licensor.

Licensee will install and maintain at Licensee's expense, any life safety equipment required by governmental rules, regulations, or laws applicable to the License Area.

EXHIBIT D**Applicable Mitigation Measures from MMRP**

During Ferry operations:

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

During any construction, additional mitigation measures will apply as set forth in the MMRP.

EXHIBIT E

STANDARD UTILITIES AND SERVICES AND RATES

Utilities Rate Schedule

Utility Service	Rate	Unit
Electric Rate	\$0.14275	per kwh
Water Rate	\$10.14	per kgal
Sewer Rate	\$13.70	per kgal
Gas Rate	\$.8428	per therm

Rates are subject to adjustment.

Authority may increase the Utility Rate annually consistent with rate adjustments by the SFPUC.

Licensee shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission
c/o Treasure Island Development Authority
One Avenue of the Palms
Treasure Island
San Francisco, CA. 94130
Attn: Mr. Sam Larano
(415) 274-0333
(415) 554-0724



CLTA GUARANTEE FACE PAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIDELITY NATIONAL TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Fidelity National Title Insurance Company

Countersigned by:

Authorized Signature



By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemzura
Secretary

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the

Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be

disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **Fidelity National Title Insurance Company**, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

MECHANICS LIEN GUARANTEE

SCHEDULE A

Order No.: **30106969-991-991-KD9**

Guarantee No.: **CA-FBDO-IMP-27G9-1-23-30106969**

Amount of Liability: **\$500.00**

Date of Guarantee: **September 1, 2023 at 7:30 AM**

Fee: **\$500.00**

1. Name of Assured:

Treasure Island Development Group

2. The Land referred to in this Guarantee is described as follows:

See Exhibit A attached hereto and made a part hereof.

3. ASSURANCES:

According to the Public Records as of the Date of Guarantee, there are no

Notices of Completion

Notices of Cessation of Labor

Notices of Non-Responsibility

Claims of statutory liens for labor or materials (other than such Claims for which a release appears in said records), or

Notices of the pendency of actions to foreclose such liens,

recorded subsequent to **January 1, 2022**, which purport to affect the Land, other than those shown in Schedule B.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED **SAN FRANCISCO**, IN THE COUNTY OF **SAN FRANCISCO**, STATE OF **CALIFORNIA**, AND IS DESCRIBED AS FOLLOWS:

APN: Lot 93, Block 1939, Lot 96, Block 1939 and Lot 117, Block 1939

NOTE: THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "A" HEREIN HAS NOT YET BEEN CREATED OF RECORD AND IS SHOWN HEREIN FOR INFORMATIONAL PURPOSES ONLY AND TO FACILITATE PREPARATION OF DOCUMENTS BASED UPON INFORMATION PRESENTED TO THIS COMPANY IN WRITING.

SCHEDULE B

=clause=

NO RECORDING FEE

RECORDING REQUESTED BY
and When Recorded Mail To:

Treasure Island Director
Treasure Island Development Authority
One Avenue of the Palms, Suite 241
San Francisco, California 94130

APN:

Situs:

OFFER OF IMPROVEMENTS

TREASURE ISLAND SERIES 2, LLC, a Delaware limited liability company (“Offeror”), and its successors and assigns, does hereby irrevocably offer to the Treasure Island Development Authority, a California public benefit corporation, (“Offeree”), and its successors and assigns, all of those improvements constructed by Offeror, and located within the area described in Exhibit A hereto, located in the City and County of San Francisco. The improvements are described in Improvement Plans and Specifications described in City’s Department of Building Inspection (“DBI”) Permit Nos. 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, and 2022.0518.4541, on file with DBI.

It is understood and agreed that: (i) Offeree and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of Offeree; and (ii) upon acceptance of this offer of public improvements by formal action of the Offeree, the Offeree shall own and be responsible for maintenance of the accepted public facilities and improvements.

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

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day
of _____, 2023.

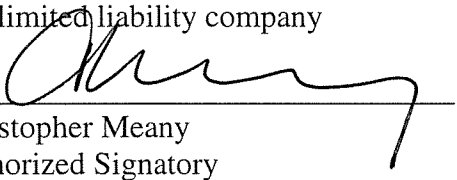
GRANTOR:

TREASURE ISLAND SERIES 2, LLC
a Delaware limited liability company

By: _____

Name: Christopher Meany

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read 'Christopher Meany', is written over a horizontal line. The signature is cursive and somewhat stylized.

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 Los Angeles

On Oct. 26, 2023 before me, Tina L. Gaines, 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.

Tina L. Gaines
Signature of Notary Public

(Notary Seal)



Exhibit A

Legal Description

[Attached]



EXHIBIT A
LEGAL DESCRIPTION
FERRY TERMINAL

All that certain real property situate in the City and County of San Francisco, State of California, being a portion of Lot 16 and Lot Q as shown on that certain Final Map No. 9235, filed for record on September 13, 2018 in book 134 of Condominium Maps at pages 170 through 179, in the Office of the City and County Recorder of said City and County, also being a portion of Lot P as shown on that certain Final Map No. 9228, filed for record on April 19, 2018 in book 134 of Condominium Maps at Pages 7 through 23, in the Office of the City and County Recorder of said City and County, and being more particularly described as follows:

COMMENCING at the northwesterly corner of Lot S as shown said Final Map No. 9235;

Thence leaving said corner, North 49°10'44" West, 156.05 feet to the **POINT OF BEGINNING**;

Thence South 27°41'00" East, 51.52 feet;

Thence South 40°19'00" West, 11.86 feet;

Thence South 27°48'16" East, 262.13 feet;

Thence North 62°19'07" East, 3.15 feet;

Thence South 27°40'48" East, 45.00 feet;

Thence North 62°19'00" East, 3.70 feet;

Thence South 27°40'48" East, 63.25 feet;

Thence North 55°40'04" East, 4.41 feet;

Thence South 37°19'56" East, 12.93 feet;

Thence South 49°40'04" West, 6.71 feet;

Thence South 27°40'58" East, 64.96 feet;

Thence South 62°19'00" West, 3.70 feet;

Thence South 27°41'00" West, 45.00 feet;

Thence South 62°19'00" West, 3.70 feet;

Thence South 28°02'46" East, 47.08 feet

Thence South 28°37'56" East, 0.17 feet;

Thence South 52°42'07" West, 714.75 feet;

Thence North 37°19'04" West, 405.81 feet;

Thence North 40°18'44" East, 844.87 feet to the **POINT OF BEGINNING**.

Containing a total area of 376,013 square feet or 8.632 acres, more or less.

Exhibit B is attached hereto and made a part hereof.

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



David C. Jungmann, PLS 9267



10/26/2023
Date

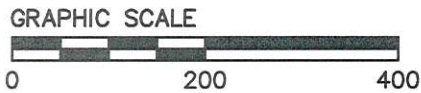
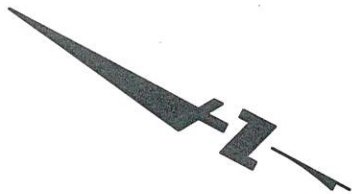
END OF DESCRIPTION

ABBREVIATIONS

FM FINAL MAP NUMBER
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 SQ.FT. SQUARE FEET

• DENOTES POINT OF BEGINNING AND COMMENCEMENT

EASEMENT AREA
 376,013 SQ.FT.± OR
 8.632 ACRES±



[Signature]
 10/26/2023

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S27°41'00"E	51.52'
L2	S40°19'00"W	11.86'
L3	S27°48'16"E	262.13'
L4	N62°19'07"E	3.15'
L5	S27°40'48"E	45.00'
L6	N62°19'00"E	3.70'
L7	S27°40'48"E	63.25'
L8	N55°40'04"E	4.41'
L9	S37°19'56"E	12.93'
L10	S49°40'04"W	6.71'
L11	S27°40'58"E	64.96'
L12	S62°19'00"W	3.70'
L13	S27°41'00"E	45.00'
L14	S62°19'00"W	3.70'
L15	S28°02'46"E	47.08'
L16	S28°37'56"E	0.17'
L17	S52°42'07"W	714.75'
L18	N37°19'04"W	405.81'
L19	N40°18'44"E	844.87'

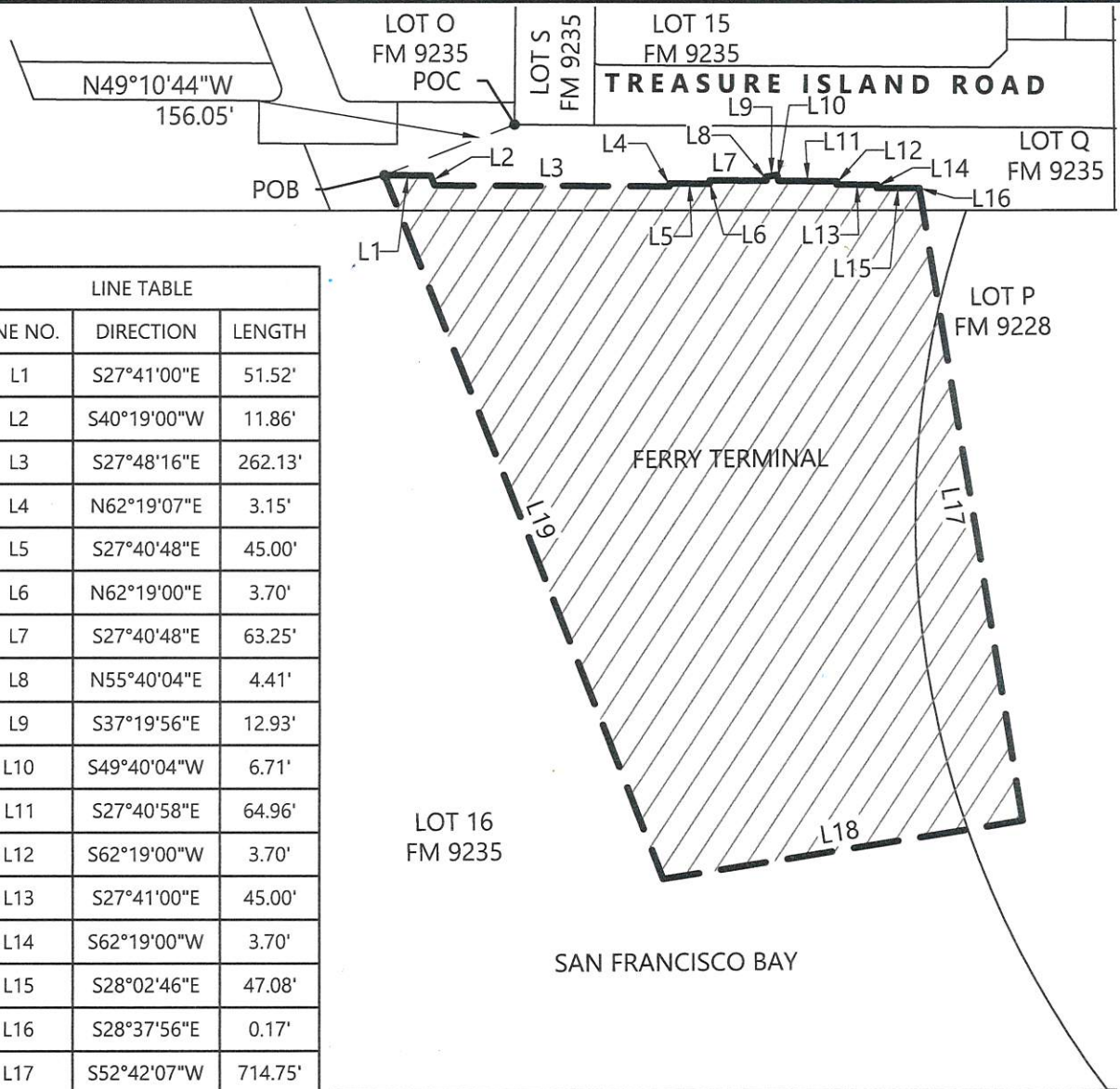


EXHIBIT B



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

SUBJECT **PLAT TO ACCOMPANY**

LEGAL DESCRIPTION

JOB NO. **20200150-11**

BY **CSW** APPR. **DCJ** DATE **10/26/2023**

3 OF 3

Exhibit F - Ferry Improvements Maintenance Plan (Draft)

Exhibit F - Ferry Improvements Maintenance Plan (Draft)

Treasure Island Ferry Terminal Maintenance Plan

Maintenance Item	Frequency	Maintenance Responsibility	Hours	Fixed Annual Costs	Total Annual Cost
Fixed Pier					
Clean Glass Guardrail	Monthly	TIDA	1		\$1,800
Clean concrete pier & curbs. If pressure washing, fresh water with no detergents must be used.	Monthly	TIDA	1		\$1,800
Ensure scuppers are free of dirt and debris	Monthly	TIDA	0.5		\$900
Visual inspection of roof structure. Check soffit, eaves, drip edges.	Monthly	TIDA	0.25		\$450
Confirm SFFD call box operations	Monthly	TIDA	0.25		\$450
Confirm knock box in working condition	Monthly	TIDA	0.25		\$450
Confirm Marsec Level sign is posted near terminal entry and showing the correct level	Monthly	TIDA	0.25		\$450
Doors o Confirm door operations with key cards o Confirm door operations with ADA push buttons o Confirm doors hold open and all passenger areas are free of trip hazards, thresholds/transitions are marked with yellow, and all passageways are accessible to wheelchairs, mobility aids, and power driven devices o Confirm terminal doors locking mechanism is functional and doors remain locked when in closed position o Confirm door un-locking dial at PA system is functional o Grease locking mechanism for doors o Clean surface rust on the doors. Recommended product. - http://citrisurf.com/citrisurf-77-plus/ - Easy spray bottles - http://citrisurf.com/citrisurf-2310/ - thicker gel that works well with vertical surfaces - Note: Do not use brillo pads to clean the doors.	Monthly	TIDA	0.5		\$900
Clean soffit	Bi-Annual	TIDA	4		\$1,200
Gangway					
Ensure non-skid coating on transition plates is still effective	Monthly	Licensee	0.25		\$450
Power wash/clean aluminum if needed	Monthly	Licensee	0.5		\$900
Grease gangway landing on float	Bi-Annual	Licensee	1		\$300
Inspect wear surface of UHMW skid pads	Bi-Annual	Licensee	0.25		\$75
Visual inspection of fasteners for grating	Bi-Annual	Licensee	0.25		\$75
Inspect wear surfaces of transition plates	Bi-Annual	Licensee	0.25		\$75
Ramps					
Ensure tape and/or paint is still in place which indicates upper and lower extents of the jack	Bi-Annual	Licensee	0.25		\$75
Operate the ramps to upper and lower extents. IMPORTANT: Do not max out the stroke on the jacks. Doing so can damage the jack and require replacement	Bi-Annual	Licensee	0.5		\$150
Grease the jacks for the ramps.	Bi-Annual	Licensee	0.5		\$150
Visual inspection or structural integrity of all walkways and ramps	Bi-Annual	Licensee	0.25		\$75
Confirm solar charging is operational and main battery is fully charged	Bi-Annual	Licensee	0.25		\$75
Check for oil spill equipment (chest with floating absorbent booms and pads)	Bi-Annual	Licensee	0.25		\$75
Float					
Take freeboard measurements at each corner of the float. Freeboard should be approximately 3'-0" (based on operator)	Bi-Annual	Licensee	0.25		\$75
Visual inspection of float surface and sides. Look for chipped paint, excessive puddling of water, or holes	Bi-Annual	Licensee	0.25		\$75
Visual inspection of float fenders and mooring lugs and shackles	Bi-Annual	Licensee	0.25		\$75
Visual inspection of pile collars: Check bolts are tight, Check wear surfaces on UHMW rub pads. Add shims as needed. Shims are located with the spare parts in the float (large hatch opening on southwest side of float)	Bi-Annual	Licensee	0.25		\$75
Open large hatches on float. Verify no water infiltration into the float. Verify functionality of large hatches. Verify ballast depth has not changed	Annual	Licensee	4		\$600
Cathodic Protection: check anodes on the float and steel piles (2-4 divers with boat, 1 day)	Annual	Licensee	0	\$8,000	\$8,000
Dry dock float, remove all paint & repaint, replace degraded or damaged steel and components. Recommended every 10 years.	10 Years	Licensee	0	\$100,000	\$100,000
Donut Fenders					
Visual inspection to ensure polyurethane skin has not been punctured	Bi-Annual	Licensee	0.25		\$75
Verify fender travels freely with the tide and waves	Bi-Annual	Licensee	0.25		\$75
Electrical					
Inverter: test backup power supply, test emergency lighting, confirm DC voltage	Annual	TIDA	0.25		\$38
Check all lighting	Annual	TIDA	0.25		\$38
Inspect all cords, plugs, receptacles, and boxes	Annual	TIDA	0.25		\$38
Surveillance: clean all camera lenses, check functionality of all cameras	Annual	TIDA	0.5		\$75
Test functionality of PA system	Annual	TIDA	0.25		\$38
Door signage: confirm LED door signage is functional, test application and ensure messages can be customized	Annual	TIDA	0.25		\$38
Check all cabinets. Ensure no water infiltration and locks are operational	Annual	TIDA	0.25		\$38
Utilities					
Inspect freshwater hose connections (once water is connected)	Annual	Licensee	0.25		\$38
Inspect flexible hose connections at gangway transitions. Look for kinks for excessive rubbing	Annual	Licensee	0.25		\$38
Inspect fire extinguishers. Check service dates.	Annual	Licensee	0.25		\$38
Inspect life ring buoys.	Annual	Licensee	0.25		\$38
North Breakwater					
Check for cracks or large gaps in concrete panels, and erosion at base of piles and panels for (2-4 divers with boat, 2 days).	5 Years	TIDA		\$3,200	\$3,200
Contingency					
TIDA Maintenance Contingency	Annual	TIDA		\$5,000	\$5,000
Licensee Maintenance Contingency	Annual	Licensee		\$10,000	\$10,000
Total Annualized TIDA Maintenance Budget:					\$16,900
Total Annualized Licensee Maintenance Budget:					\$121,675
Total Annualized Maintenance Budget:					\$138,575

**Exhibit G - SF Planning General Plan Consistency Determination
and CEQA Findings Letter**



GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

November 1, 2023

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

Project Title:	Treasure Island – Acceptance of Public Improvements
Assessor’s Blocks(s)/Lot(s):	1939/102, 103, 104, 105, 106, 108, 109, 110, 113, 114, 115, 117, 118, 119, 120, 121, 122, 123, 124, 177, 178, 179; 8902/465; and 8928/001
Design Review Approval No.(s):	2007.0903BEMRTUWZ
Zoning District(s):	Treasure Island Open Space (TI-OS), Treasure Island Residential (TI-R), Treasure Island Mixed Use (TI-MU), Treasure Island Public/Civic/Institutional (TI-PCI), Job Corps, and Yerba Buena Island Open Space (YBI-OS) Zoning Districts; 25-TI, 40-TI, 40-TI/315 Flex Zone-TI, 50-TI, 60-TI, 70-TI/450 Flex Zone-TI, and N/A Height/Bulk Districts
Staff Contact:	Nicholas Foster, AICP, LEEP GA; 628.652.7330; nicholas.foster@sfgov.org

Dear Ms. Short:

This letter addresses the proposed acceptance of public improvements on Treasure Island, located on the following Assessor’s Blocks/Lots: 1939/102, 103, 104, 105, 106, 108, 109, 110, 113, 114, 115, 117, 118, 119, 120, 121, 122, 123, 124, 177, 178, 179; 8902/465; and 8928/001. The public improvements are shown in the plans (“Plans”) for the following:

- Street Improvement Permit (SIP), approved by Public Works Street Use and Mapping on November 6, 2018, under Permit No. 18IE-0941;
- Encroachments located on the above referenced streets that will be Treasure Island Development Authority (TIDA) assets;
- 12kW Distribution Switchyard, approved by Department of Building Inspection on March 10, 2022, under Electric Permit No. E202203108893; and
- Ferry Terminal Improvements, approved by Department of Building Inspection on May 19, 2022, under Building Permit Nos.: 202205184534; 202205184536; 202205184537; 202205184538; 202205184539; 202205184541; and

202205184545.

On April 21, 2011, the San Francisco Planning Commission issued a series of approvals for the Treasure Island/Verba Buena Island Project (Planning Department Records 2007.0903BEMRTUWZ). These approvals actions included certification of the Final Environmental Impact Report (FEIR) through Motion No. 18325, adoption of California Environmental Quality Act (“CEQA”) findings through Motion No. 18326, and adoption of General Plan and Planning Section 101.1 consistency findings through Motion No. 18328.

Planning Department Staff has reviewed the Plans and considered the other actions comprising the Board of Supervisors legislation and finds them consistent with the Planning Commission’s approvals. Therefore, the Planning Department Staff finds that the Board of Supervisors and TIDA Board actions are covered with the scope of the FEIR and the CEQA findings of Planning Commission Motion Nos. 18325 and 18326 and, on balance, consistent with General Plan and Planning Code Section 101.1 Consistency Findings of Motion No. 18328. For purposes of the Board of Supervisors and TIDA Board actions identified in this letter, the Planning Department Staff relies on and incorporates by reference these Planning Commission Motions and their associated findings.

Sincerely,

Nicholas Foster

Nicholas Foster, AICP, LEEP GA
Principal Planner

cc: (via email)

Robert Beck, Treasure Island Director
Treasure Island Development Authority

Exhibit H - Draft Public Works Order

Recommending that the San Francisco Board of Supervisors acknowledge the Treasure Island Development Authority (“TIDA”) formal acceptance of irrevocable offers of public improvements associated with TIDA improvements within TIDA service roads, , and in TIDA open space areas (“TIDA Improvements”) and the Treasure Island Ferry Terminal (“Ferry Terminal Improvements”) and associated dedication of these Improvements for public use and acceptance of these Improvements for TIDA maintenance and liability purposes.

WHEREAS, the CITY AND COUNTY OF SAN FRANCISCO (“City”), TIDA, and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California Limited liability company (“TICD”), entered into that certain Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, as amended (hereinafter “YBI PIA”) and that certain Public Improvement Agreement (Treasure Island – Sub-Phase 1B, 1C, & 1E Improvements), dated for reference purposes as of September 7, 2018, as amended (hereinafter “TI PIA”);

WHEREAS, TICD assigned the YBI PIA and the TIA PIA to Treasure Island Series 1, LLC (“TIS1”), which is also a partial assignee of the Disposition and Development Agreement for the Treasure Island / Yerba Buena Project (“DDA”) as defined therein (“Project”);

WHEREAS, The TIDA Improvements, [insert list of specific improvements]. and the Ferry Terminal Improvements are located on TIDA-owned real property on Yerba Buena Island and on Treasure Island;

WHEREAS, TIS1 irrevocably offered the TIDA Improvements to TIDA as set forth in the Irrevocable Offers of Dedication dated, March 22, 2018, July 20, 2018, and October 5, 2023 (“TIS1 Offers”); and

WHEREAS, Treasure Island Series 2, LLC (“TIS2”) an affiliate of Developer, irrevocably offered the Ferry Terminal Improvements to TIDA as set forth in the Irrevocable Offer of Dedication dated October __, 2023 (“TIS2 Offer”); and

WHEREAS, Public Works completed inspection of the TIDA Improvements and the City Engineer, by issuance of a Conditional Notice of Completion, determined the TIDA Improvements to be complete in substantial conformity with the approved plans, specifications, and applicable City regulations governing the TIDA Improvements and further determining that the TIDA Improvements are ready for their intended use by issuance of Conditional Notices of Completion dated February 3, 2023, July 17, 2023, September 22, 2023, and September 28, 2023; and

WHEREAS, In regard to the Ferry Terminal Improvements the Department of Building Inspection (“DBI”) issued Permit No. 2017.0630.0838.R2, and the Ferry Terminal Improvements as shown on DBI Permit Nos. 2022.0518.4539, 2022.0518.4538, 2022.0518.4537, 2022.0518.4545, 2022.0518.4536, 2022.0518.4543, and 2022.0518.4541. DBI subsequently issued multiple certificates of completion and occupancy on June 21, 2022, June 28, 2022, and December 29, 2022 that cover all of the DBI permits referenced above; and

WHEREAS, TIDA issued a Conditional Notice of Completion dated May 25, 2023, in which TIDA determined the Ferry Terminal Improvements to be complete in substantial conformity with the approved plans, specifications, and applicable City regulations governing the Ferry Terminal Improvements and further determining that the Ferry Terminal Improvements are ready for their intended use; and

WHEREAS, Pursuant to the Memorandum of Agreement Regarding Ownership and Maintenance of Public Improvements on Treasure Island by and between TIDA and the City dated April 26, 2017 (“City/TIDA MOU”) action of both the TIDA Board of Directors and the Board of Supervisors is required for TIDA to accept the TIDA Improvements and the Ferry Terminal Improvements; and

WHEREAS, The Interim Public Works Director (hereinafter “Public Works Director” or “Director”) recommends, and the City Engineer certifies, to the Board of Supervisors and the TIDA Board that the TIDA Improvements as shown in Street Improvement Permit Nos. 181I-0330, 18IE-0941, 2218-0277, and DBI permits referenced above should be accepted for public use by TIDA. Public Works further recommends that the Board of Supervisors acknowledge TIDA’s acceptance of the TIDA Improvements and the Ferry Terminal Improvements for maintenance and liability subject to the warranty requirements of the YBI PIA and the TI PIA; and

WHEREAS, In letters dated November 1st, 2023, the Department of City Planning determined that the acceptance of the various TIDA improvements, including the Ferry Terminal, and associated actions are, on balance, in conformity with the General Plan and Planning Code Section 101.1; and

WHEREAS, Public Works recommends that the Board of Supervisors find that the actions specified in this Order are consistent with the General Plan and Planning Code Section 101.1 for the reasons set forth in the Planning Department letter dated November 1, 2023; and

WHEREAS, Public Works recommends that for purposes of these same actions, the Board of Supervisors rely on the environmental findings under the California Environmental Quality Act in the abovementioned Planning Department letter; and

WHEREAS, Public Works also recommends that the TIDA Board adopt these same findings set forth in this Order and the Planning Department letter in regard to its actions related to these public improvements; and

NOW THEREFORE BE IT ORDERED THAT,

The Director approves all of the following documents either attached hereto or referenced herein:

1. Irrevocable Offers of Improvements to TIDA of the TIDA Improvements;

2. Irrevocable Offer of Improvements to TIDA of the Ferry Terminal Improvements; and
3. [Ordinance No. _____] acknowledging TIDA's acceptance of the TIDA Improvements and the Ferry Terminal Improvements for maintenance and liability purposes.

The Director recommends that the TIDA Board take various actions related to the TIDA Improvements as set forth in the City/TIDA MOU, including accepting Offers of Improvements and dedicating and accepting said Improvements.

The Director recommends that the Board of Supervisors approve the legislation to acknowledge TIDA's acceptance of the TIS1 Offers and the TIS2 Offer. Hereinafter, the Director's recommendation also includes the City Engineer's certification of actions under the City Engineer's authority.

The Director further recommends that the Board of Supervisors approve the legislation to acknowledge TIDA's dedication of the TIDA Improvements and the Ferry Terminal Improvements to public use and TIDA's acceptance of the TIDA Improvements and the Ferry Terminal Improvements for maintenance and liability purposes subject to the following:

1. TIDA's acceptance of the TIDA Improvements and the Ferry Terminal Improvements for maintenance and liability purposes includes those improvements within the areas legally described in Exhibit A of the TIS1 Offers and the TIS2 Offer;
2. The acceptance of the TIDA Improvements and the Ferry Terminal Improvements does not obviate, amend, alter, or in any way affect existing maintenance agreements between the City and parties to such agreements; and
3. TIS1 and TIS2's conditional assignment of all warranties and guaranties to TIDA related to the construction of the TIDA Improvements and the Ferry Terminal Improvements and warranty obligations under the PIA.

Phan, Denny
Acting Manager, Infrastructure Task Force

Ko, Albert J
City Engineer

Short, Carla
Interim Director

Attachment 1

TIS1 Offers

DRAFT

Attachment 2

TIS2 Offer

DRAFT

Attachment 3

Draft Ordinance

DRAFT