

**ITEM 8**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 13, 2024**

**Subject:** Resolution to Accept Certain Park and Open Space Improvements on Yerba Buena Island Including Any Structures Thereon, to Designate the Improvements for Park Use, to Dedicate the Improvements for Public Use, and to Accept the Improvements for Maintenance and Liability Purposes

**Staff Contact:** Joey Benassini, Vertical Development Project Manager

**Reviewed by:** AnMarie Rodgers, Deputy Director, TIDA

**SUMMARY**

Accepting improvements constructed by Treasure Island Community Development, LLC (the “Developer”) to the areas on Yerba Buena Island named “Panorama Park” and “Signal Point” for maintenance, operations and liability purposes and dedicating the area and improvements to public use as a park (Exhibit A to this report is a legal description of the park), including the Point of Infinity sculpture and soil nail wall.

**BACKGROUND**

On June 28, 2011 the Treasure Island Development Authority (“the Authority”) and the Developer entered into the Disposition and Development Agreement (“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.

The Authority will own and operate the parks and open space lands and improvements within the Project and owns the land underlying these parks, including any structures thereon. Accordingly, the PIAs call for the Authority Board to accept park improvements and other infrastructure or facilities to be owned, operated and maintained by the Authority.

The Treasure Island and Yerba Buena Island Parks Operations & Maintenance Manual will guide ongoing management and maintenance of the parks. This document contains park-specific management, engineering, janitorial, and landscaping responsibilities and guidance. TIDA has consulted with San Francisco Recreation and Parks, as well as the Office of Community Investment and Infrastructure to develop cost estimates for ongoing parks management, and those costs have been accounted for in TIDA's parks maintenance budget.

The park areas completed and accepted as a part of this resolution are Panorama Park and Signal Point. Public Works inspects the public improvements constructed by the Developer for conformance with permitted plans and City standards and regulations. In March 2024, Public Works issued a Notice of Completion for the improvements to Panorama Park and Signal Point (Exhibit B). Public Works also issued a Determination of Asset Readiness for the Hilltop Soil Nail Wall in September 2023.

The Developer, Authority, and Public Works staff have been working towards the final close out of the work and are bringing the improvements forward for acceptance by the Authority Board. Treasure Island Series 1, an affiliate of the Developer responsible for the public improvements on Yerba Buena Island, has provided an Offer of Improvements (Exhibit C) offering the completed work for acceptance and the assignment of warranties, and Public Works has issued a Director's Order recommending their acceptance by the Authority. Planning has also issued a General Plan Consistency Determination and CEQA Findings Letter included as Exhibit E.

In February 2024, the Board of Supervisors approved Ordinance 028-24 delegating to the Authority various powers related to acceptance of public parks and open space improvements that are required as part of development of the Project pursuant to the DDA.

### **RECOMMENDATION**

Staff recommends the Authority Board accept the park and open space improvements on Yerba Buena Island including any structures thereon, designate the improvements for park use, dedicate the improvements for public use, and accept the improvements for maintenance and liability purposes.

### **EXHIBITS**

- A Legal Description for Panorama Park and Signal Point
- B Notice of Completion
- C Offer of Improvements
- D Public Works Order
- E Planning General Plan Consistency Determination & CEQA Findings Letter

Exhibit A

Legal Description for Panorama Park and Signal Point

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

**TRACT ONE:**

Lot A as shown on that certain map entitled "FINAL MAP NO. 9856 – Phase No. 1" recorded July 10, 2020, in Book 1 of final maps at pages 48-63, in the Official Records of San Francisco County.

APN: Lot 5, Block 8953

**TRACT TWO:**

Parcel N1.6 as shown on that certain map entitled "Record of Survey #8630, being a portion of Treasure Island and Yerba Buena Island, City and County of San Francisco, State of California" recorded May 29, 2015, in Book FF of Surveys at pages 62-78, in the Official Records of San Francisco County.

**NOTE: THE LEGAL DESCRIPTION SHOWN AS TRACT TWO ABOVE, 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.**

Lot 16, Block 1939

**TRACT THREE:**

Lot E as shown on that certain map entitled "FINAL MAP NO. 9228" recorded April 19, 2018, in Book 134 of Condominium maps at pages 7-23, in the Official Records of San Francisco County.

Lot 2, Block 8950

Exhibit B

Notice of Completion



**Infrastructure Task Force**

DPW-ITF@sfdpw.org | 49 South Van Ness Ave. 9th Floor, San Francisco, CA 94103

March 7<sup>th</sup>, 2024

Magdalena Myszka  
Project Manager, TIDG  
615 Battery St, Floor 6  
San Francisco, CA 94111

RE: **Notice of Completion**  
YBI Hilltop Park (BSM Permit #21IE-00419)

Ms. Myszka,

Public Works hereby issues this **Notice of Completion** for the scope detailed and permitted through BSM Permit #21IE-00419 for the YBI Hilltop Park and confirms that the work is generally completed in substantial conformity to the approved plans, specifications, and applicable City regulations and the facility is ready for its intended use.

Thank you,

A handwritten signature in blue ink that reads "Denny Phan".

Denny Phan, PE  
Acting Manager, Infrastructure Task Force

Cc: John Kwong, Desmond Chan (ITF); Albert Ko (City Engineer), Carla Short (Director)  
Raymond Woo, Ben Leung, Jeff Khou, Aaron Wu (BCM)  
Bob Beck, AnMarie Rodgers, Wei Zhang, Joey Benassini (TIDA)  
Judson True (Mayor's Office)  
Sean Brown, Chris Holmquist, Charles Shin (TIDG)

Attachments:

1. SFPW-BCM DOC Recommendation Letter (dated 3/7/24)
2. TIDG NOC Request Letter (dated 1/2/24)



**Edward Yee, Bureau Manager** | Bureau of Construction Management  
ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

March 8, 2024

Denny Phan  
Project Manager  
San Francisco Public Works – Infrastructure Task Force  
49 South Van Ness Ave, 9<sup>th</sup> Floor  
San Francisco, CA 94103

Re: Yerba Buena Island – Hilltop Park  
BSM Permit #21IE-00419  
Determination of Completeness – BCM

Dear Mr. Phan:

In reference to the Yerba Buena Island Hilltop Park permit, San Francisco Public Works, Bureau of Construction Management (SFPW/BCM), finds the street and facility improvements scope of work completed within the limits shown in Exhibit A to be in conformance with the construction documents and specifications, and is ready for its intended use under the following conditions.

After detailed inspections and verifications stipulated by contract documents, the undersigned hereby states the following in their capacities as representatives of their respective agencies:

The scope of work within the limits of work shown in Exhibit A (1 page), has been constructed in general conformance with the construction documents and CCSF Standard Plans and Specifications.

The Hilltop Park scope of work has been constructed in compliance with all applicable laws, codes, and ordinances.

The Hilltop Park permit is ready for its intended use.

The undersigned are recommending to Public Works – Infrastructure Task Force (ITF) to accept the street and facility improvements scope of work.

The following agencies also concur and support a determination of completeness:

- TIDA
- SFPW-DAC
- SFPW-LA

Acceptance of the street and facility improvements scope of work constructed under Yerba Buena Island Hilltop Park contract scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work.

	3/8/2024
_____ <i>Signature</i>	_____ <i>Date</i>
Raymond Woo _____ <i>Name of Agency Representative</i>	SFPW – BCM _____ <i>City Agency</i>

Attachments:

1. Exhibit A – Hilltop Park - Limit of Work (1 page)
2. (3) Supporting DOC Letters from TIDA, SFPW-DAC, & SFPW-LA (6 pages)



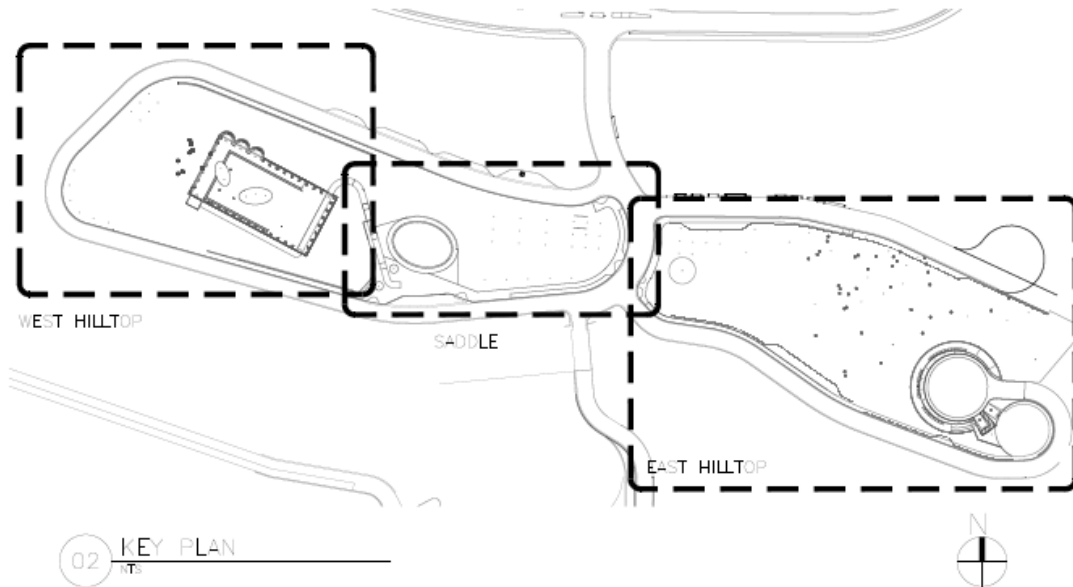
# Exhibit A

## Yerba Buena Island – Hilltop Park BSM Permit #21IE-00419 Limit of Work



01 SITE CONTEXT  
NTS

## YERBA BUENA ISLAND HILLTOP PARK



02 KEY PLAN  
NTS

# TREASURE ISLAND

DEVELOPMENT GROUP

January 2, 2023

Ms. Carla Short, Interim Director of Public Works  
City & County of San Francisco  
c/o Denny Phan, Project Manager - Infrastructure Task Force, Treasure Island Project  
30 Van Ness Avenue, Suite 4200  
San Francisco, CA 94102

**Re: Request for Notice of Completion; Yerba Buena Island Hilltop Park Permit # 21IE-00419; Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, recorded April 19, 2018, as Document No. 2018-K602991 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 (Yerba Buena Island) dated for reference purposes as of June 30, 2020, recorded July 10, 2020, as Document No. 2020-K950525 of Official Records, and as may be further amended from time to time (collectively, the “PIA”)**

Dear Interim Director Short:

Reference is made to the PIA and associated Street Improvement Permit No. 21IE-00419. Pursuant to Section 6(h) of the PIA:

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

By this letter, Treasure Island Series 1, LLC, the “Subdivider” under the PIA, hereby formally requests issuance of a Notice of Completion pursuant to Section 6(a) and Section 6(h) of the PIA pertaining to the components of the Park Improvements of Yerba Buena Hilltop Park Permit # 21IE-00419 (attached as Exhibit 1 hereto).

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

- Contractor Substantial Completion Letter
- Civil Engineer Completion Letter
- Geotechnical Engineer Completion Letter
- Landscape Architect Completion Notice
- Construction Manager Completion Notice
- City Final Punch-list Approval
- Utility Conformance Letter
- As-Built Plan Approval
- Notice of Completion (to be recorded after City approval)
- Test Reports
- Joint Trench Conduits Mandrel Test
- Confirmation from City that spare parts have been provided
- Operation and Maintenance Manuals

In addition to the materials required for issuance of a NOC per the terms of the PIA, Public Works has requested the following materials to review relating to the Park Improvements associated with the request for the NOC: warranties, photograph survey, Instructional Bulletins, 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 3 hereto).

As contemplated by the PIA, the above-referenced components of the Park 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 Public Works or other City personnel to schedule any necessary inspections.

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

Sincerely,

Christopher Meany  
Vice President  
Treasure Island Series 1, LLC

cc: John Kwong, SFPW  
Ed Yee, SFPW  
Brian Henderson, WWE  
Imelda Mangubat, WWE  
Wei Zhang, TIDA

Raymond Woo, SFPW  
Nohemy Revilla, WWE  
Craig Freeman, WWE  
Bob Beck, TIDA  
Charles Shin, TIDG

## Acquisition Facilities

The facilities include the **Yerba Buena Hilltop Park Improvements** constructed or installed by or on behalf of TIS1 pursuant to Street Improvement Permit # **21IE-00419** dated **August 18, 2021** for said improvements, and the improvement plans and specifications described therein. The list of facilities delivered to and on file with the City is as follows:

1. Demolition - removal of below-grade, at-grade, and above-grade facilities, and recycling or disposal of waste.
2. Low Pressure Water - including, but not limited to, main pipe, pressure reducing stations, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, fire hydrants, cathodic protection, and tie-ins for onsite and offsite low pressure water supply network intended for domestic use.
3. Recycled Water - including, but not limited to, main pipe, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, cathodic protection, and tie-ins for recycled water supply network intended to provide treated wastewater for use in irrigation of parks and landscaping as well as graywater uses within buildings.
4. Storm Drainage System — including, but not limited to, main pipe, laterals, manholes, catch basins, air vents, stormwater treatment facilities, connections to existing systems, headwalls, outfalls, and lift stations for a network intended to convey onsite and offsite separated storm water.
5. Separated Sanitary Sewer — including, but not limited to, main pipe, laterals, manholes, traps, air vents, connections to existing systems, force main pipe and associated valves and cleanouts, and pump and lift stations for a network intended to convey separated sanitary sewage.
6. Joint Trench — including, but not limited to, the electrical substation, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, and anodes, for dry utilities including but not limited to electrical and information systems.
7. Earthwork — including, but not limited to, importation of clean fill materials, clearing and grubbing, slope stabilization, ground improvement, installation of geogrid, surcharging, wick drains, excavation, rock fragmentation, placement of fill, compaction, grading, erosion control, and post—construction stabilization such as hydroseeding.
8. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.
9. Highway Ramps, Roadways, Pathways, Curb, and Gutter — including, but not limited to, road subgrade preparation, aggregate base, concrete roadway base, asphalt wearing surface, concrete curb, concrete gutter, medians, colored asphalt and concrete, speed tables, class 1 and 2 bike facilities (e.g., cycle tracks), sawcutting, grinding, conform paving, resurfacing, for onsite and offsite roadways.
10. Streetscape — including, but not limited to, subgrade preparation, aggregate base, sidewalks, pavers, ADA curb ramps with detectable tiles, streetlights, light pole foundations, landscaping, irrigation, street furniture, waste receptacles, newspaper stands, and public art.
11. Parks – including, but not limited to, ground improvement, subgrade preparation, landscaping and trees, aggregate base, sidewalks, pavers, decomposed granite, lighting, irrigation, furniture, decks, fountains, and restrooms.

Exhibit C  
Offer of Improvements

TREASURE ISLAND  
DEVELOPMENT GROUP

March 11, 2024

Treasure Island Development Authority  
Attn: Robert P. Beck, Treasure Island Director  
1 Avenue of the Palms, Suite 241  
San Francisco, CA 94130  
Bob.beck@sfgov.org

**RE: Request for the Treasure Island Development Authority (“TIDA”) Board of Directors to Accept the Offer of Dedication for Yerba Buena Hilltop Park Improvements and Yerba Buena Island – Hilltop Soil Nail Wall.**

Dear Director Beck,

On March 6, 2024, San Francisco Public Works (“Public Works”) issued a Notice of Completion (“NOC”) for the Yerba Buena Island Hilltop Park Improvements (“Park Improvements”) (BSM Permit #211E-00419) and Determination of Asset Readiness (“DAR”) for Yerba Buena Island – Hilltop Soil Nail Wall (TIDA Permit 3/11/2020) determining the Improvements to be complete in substantial conformity with approved plans, specifications, and applicable City and County of San Francisco (“City”) regulations, and that the Park Improvements are ready for their intended use.

Upon issuance of the NOC, Section 6 of the Public Improvement Agreement for Yerba Buena Island (“PIA”) provides the process for acceptance of public improvements.

On March 8, 2024 the Director of the City’s Department of Public Works issued Order No. 210220, in which Public Works determined that the Improvements are ready for their intended use and completed in substantial conformity with the approved plans, specifications and applicable City regulations.

We write now to request that the TIDA Board of Directors accept the Park Improvements.

Sincerely,

DocuSigned by:  
  
709FC5FC393B471...

Chris Meany  
Treasure Island Series 1, LLC

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

Asset Name: Yerba Buena Hilltop Park

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

RECORDING REQUESTED BY

**TREASURE ISLAND SERIES 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
4 EMBARCADERO CENTER, SUITE 3300  
SAN FRANCISCO, CA 94111**

**APN: 8950-002, 8953-005, 1939-016**

WHEN RECORDED MAIL TO

Treasure Island Series 1, LLC  
Attn: Charles Shin  
615 Battery Street, Floor 6  
San Francisco, CA 94111



Doc # **2024020940**

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

3/11/2024	12:20:56 PM	Fees	\$26.00
Pages	5	Title 015 NH Taxes	\$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$225.00
		Paid	\$251.00

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 1, 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 1 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 03/08/24.
5. The work of improvement completed is (or materials furnished are) described as follows: Yerba Buena Island Hilltop Park Improvements.
6. The name of the DIRECT CONTRACTOR, if any, for the work of improvement was Jensen Landscape Contractor, LLC

(If no Contractor, insert "NONE.")

7. The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 1, LLC  
(If no Construction Lender, insert "NONE.")

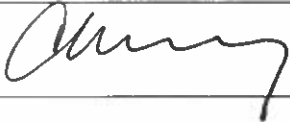


8. The property on which the work of improvement was completed is in the City and County of San Francisco, State of California, and is described as follows:

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

Dated: March 11, 2024

Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC


**Verification of Individual 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.

**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 Vice President 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.

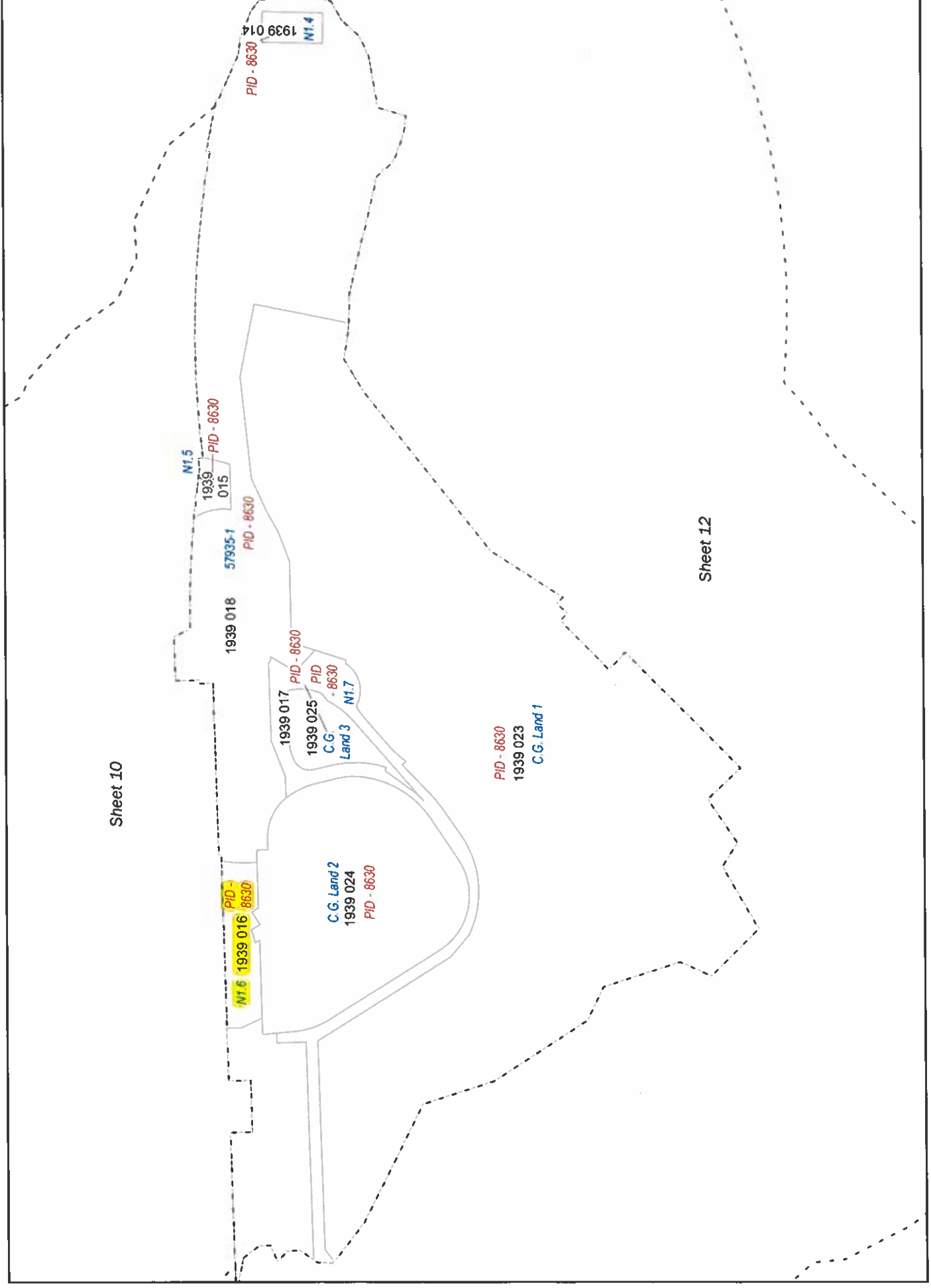
Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC

**Exhibit A**



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



Sheet 10

Sheet 12





Doc # 2024020941

RECORDING REQUESTED BY

TREASURE ISLAND SERIES 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
4 EMBARCADERO CENTER, SUITE 3300  
SAN FRANCISCO, CA 94111

APN: 8950-002

WHEN RECORDED MAIL TO  
Treasure Island Series 1, LLC  
Attn: Charles Shin  
615 Battery Street, Floor 6  
San Francisco, CA 94111

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

3/11/2024	12:20:57 PM	Fees	\$23.00
Pages	4	Title 015 NH Taxes	\$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$75.00
		Paid	\$98.00

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 1, 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 1 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 09/21/23.
- The work of improvement completed is (or materials furnished are) described as follows: Yerba Buena Island Hilltop Soil Nail Wall.
- The name of the DIRECT CONTRACTOR, if any, for the work of improvement was DeSilva Gates Construction, L.P.

(If no Contractor, insert "NONE.")


- The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 1, 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: March 11, 2024

Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC


**Verification of Individual 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.

**Verification of Corporation/Partnership/Limited Liability Company Owner**

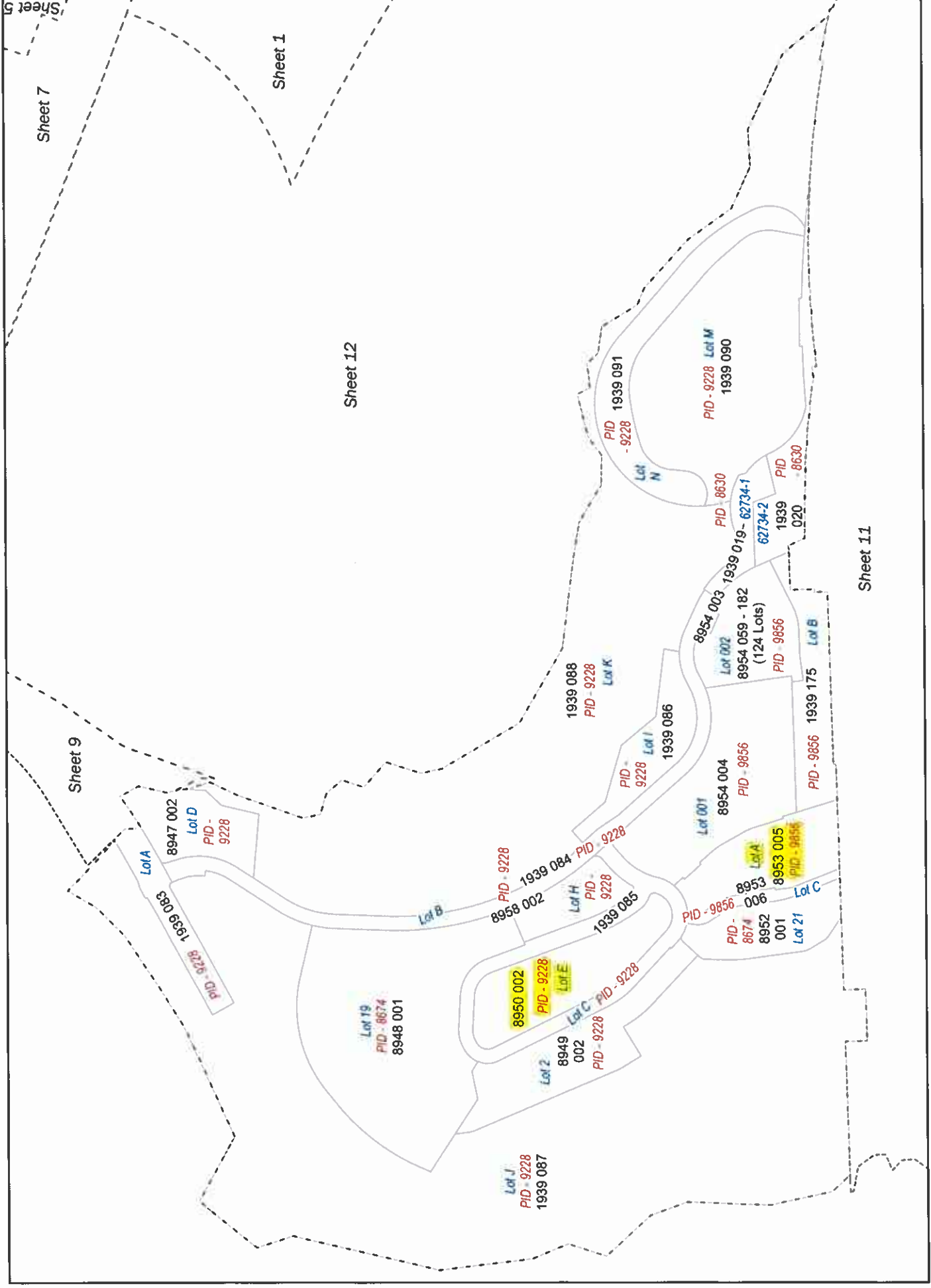
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Vice President of the corporation/partnership/limited liability company identified as owner of the estate or interest in the land described in the notice above; that I make this verification on 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 1, LLC

**Exhibit A**

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





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

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APN: 8950-002, 8953-005, 1939-016

Situs:

**OFFER OF IMPROVEMENTS**

TREASURE ISLAND SERIES 1, 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 described in that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, between Offeror, Offeree, and the City and County of San Francisco (“City”), as amended (“PIA”), as “Hilltop Park Improvements” which are more particularly described in Improvement Plans and Specifications prepared by HOOD Design Studio, entitled “Permit Set Yerba Buena Island Hilltop Park” dated August 16, 2021, on file with the City’s Department of Public Works and Offeree, and which are incorporated into the PIA as Exhibit A-1 thereto and “Yerba Buena Island – Hilltop Soil Nail Wall” which are more particularly described in Improvement Plans prepared by Engeo, entitled “Hilltop Park Soil Nail Wall, Construction Documents” dated July 19, 2019, and which are incorporated into the PIA as Exhibit A-1 thereto.

The property where the improvements are located is shown on Exhibit A-1 and A-2 hereto, located in the City.

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.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of March, 2024.

**GRANTOR:**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name:  
Title: Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

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

State of California

County of San Francisco

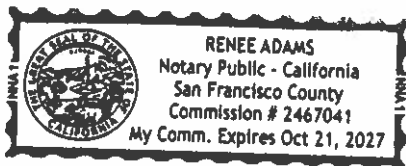
On March 11, 2024 before me, Renee Adams, Notary Public, personally appeared Christopher Meany who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



**Exhibit A-2**

**Legal Description**

**[Hilltop Park]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E, Lot A and N1.6 as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

**Exhibit A-2**

**Legal Description**

**[Yerba Buena Island – Hilltop Soil Nail Wall]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

## CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

This CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES (this “**Assignment**”) is entered into between TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company (“**TIS1**”) and TREASURE ISLAND DEVELOPMENT AUTHORITY (“**Authority**”) and is dated for reference purposes only as of July 13, 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, TIS1 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 TIS1 (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 TIS1, 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 TIS1 to perform the Repair Obligation (as opposed to the Authority directly pursuing the guarantor of the Warranty), TIS1 may, at its option, enforce the Warranty against the guarantor to address TIS1’s Repair Obligation under such separate agreement concerning the Acquisition Facility. If TIS1 is unable to enforce the Warranty within a reasonable time, then TIS1 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 TIS1 elects to enforce the Warranty, TIS1 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 TIS1 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 TIS1 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 TIS1,

Treasure Island Series 1, 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.

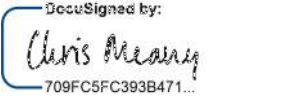
This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve TIS1 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 13th day of July, 2023.

**TIS1:**

TREASURE ISLAND SERIES 1 LLC,  
a Delaware limited liability company

By:   
Name: Vice President  
Its: \_\_\_\_\_

**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 those certain park improvements referenced in Permit # 21IE-00419 constructed or installed by or on behalf of TIS1 pursuant to the Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official Records, as amended, and the improvement plans and specifications described in Exhibit A-12 therein. The list of facilities delivered to and on file with the City is as follows:

1. Demolition - removal of below-grade, at-grade, and above-grade facilities, and recycling or disposal of waste.
2. Low Pressure Water - including, but not limited to, main pipe, pressure reducing stations, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, fire hydrants, cathodic protection, and tie-ins for onsite and offsite low pressure water supply network intended for domestic use.
3. Recycled Water - including, but not limited to, main pipe, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, cathodic protection, and tie-ins for recycled water supply network intended to provide treated wastewater for use in irrigation of parks and landscaping as well as graywater uses within buildings.
4. Storm Drainage System — including, but not limited to, main pipe, laterals, manholes, catch basins, air vents, stormwater treatment facilities, connections to existing systems, headwalls, outfalls, and lift stations for a network intended to convey onsite and offsite separated storm water.
5. Separated Sanitary Sewer — including, but not limited to, main pipe, laterals, manholes, traps, air vents, connections to existing systems, force main pipe and associated valves and cleanouts, and pump and lift stations for a network intended to convey separated sanitary sewage.
6. Joint Trench — including, but not limited to, the electrical substation, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, and anodes, for dry utilities including but not limited to electrical and information systems.
7. Earthwork — including, but not limited to, importation of clean fill materials, clearing and grubbing, slope stabilization, ground improvement, installation of geogrid, surcharging, wick drains, excavation, rock fragmentation, placement of fill, compaction, grading, erosion control, and post—construction stabilization such as hydroseeding.
8. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

9. Highway Ramps, Roadways, Pathways, Curb, and Gutter — including, but not limited to, road subgrade preparation, aggregate base, concrete roadway base, asphalt wearing surface, concrete curb, concrete gutter, medians, colored asphalt and concrete, speed tables, class 1 and 2 bike facilities (e.g., cycle tracks), sawcutting, grinding, conform paving, resurfacing, for onsite and offsite roadways.

10. Streetscape — including, but not limited to, subgrade preparation, aggregate base, sidewalks, pavers, ADA curb ramps with detectable tiles, streetlights, light pole foundations, landscaping, irrigation, street furniture, waste receptacles, newspaper stands, and public art.

11. Parks – including, but not limited to, ground improvement, subgrade preparation, landscaping and trees, aggregate base, sidewalks, pavers, decomposed granite, lighting, irrigation, furniture, decks, fountains, and restrooms.

Name of Contractor: Jensen Landscape Contractor LLC

Date of Contract: 7/6/2021

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FOR VALUE RECEIVED, TIS1 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 TIS1 (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 TIS1, 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 TIS1 to perform the Repair Obligation (as opposed to the Authority directly pursuing the guarantor of the Warranty), TIS1 may, at its option, enforce the Warranty against the guarantor to address TIS1’s Repair Obligation under such separate agreement concerning the Acquisition Facility. If TIS1 is unable to enforce the Warranty within a reasonable time, then TIS1 will, with due diligence, timely complete the Repair Obligations consistent with the requirements of the applicable separate agreement giving rise to the Repair Obligation.

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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 TIS1,

Treasure Island Series 1, 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 TIS1 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 13th day of July, 2023.

**TIS1:**

TREASURE ISLAND SERIES 1 LLC,  
a Delaware limited liability company

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

**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 those certain improvements referenced in **TIDA** Permit 3/11/2020 for Yerba Buena Island Hilltop Soil Nail Wall constructed or installed by or on behalf of TIS1 pursuant to the Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official Records. The list of facilities delivered to and on file with the City is as follows:

1. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

Name of Contractor: DeSilva Gates Construction, L.P.

Date of Contract: 3/3/2016



# Fidelity National Title Company

**ISSUING OFFICE:** 100 Pine Street, Suite 2460, San Francisco, CA 94111

March 3, 2024

=addressee=

Order No.: 30114079-991-991-  
KD9

Property Address:                    APN: Lot 2, Block 8950, San Francisco, CA  
Seller:  
Buyer:

We appreciate this opportunity to serve you. Enclosed please find your Policy of Title Insurance. Please call us immediately if you have any questions or concerns.

Sincerely,

Fidelity National Title Company

Escrow Contact:  
Major Accounts OAC  
(415) 276-0220

Title Contact:  
Kevin Davis  
(415) 276-0220  
BayAreaNCS@fnf.com



Fidelity National Title Insurance Company

GUARANTEE NO.: CA-FBDO-IMP-27G9-1-24-30114079

# 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 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.: **30114079-991-991-KD9**

Guarantee No.: **CA-FBDO-IMP-27G9-1-24-30114079**

Amount of Liability: **\$500.00**

Date of Guarantee: **February 1, 2024 at 8:00 AM**

Fee: **\$1,000.00**

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 IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**TRACT ONE:**

Lot A as shown on that certain map entitled "FINAL MAP NO. 9856 – Phase No. 1" recorded July 10, 2020, in Book 1 of final maps at pages 48-63, in the Official Records of San Francisco County.

APN: Lot 5, Block 8953

**TRACT TWO:**

Parcel N1.6 as shown on that certain map entitled "Record of Survey #8630, being a portion of Treasure Island and Yerba Buena Island, City and County of San Francisco, State of California" recorded May 29, 2015, in Book FF of Surveys at pages 62-78, in the Official Records of San Francisco County.

**NOTE: THE LEGAL DESCRIPTION SHOWN AS TRACT TWO ABOVE, 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.**

Lot 16, Block 1939

**TRACT THREE:**

Lot E as shown on that certain map entitled "FINAL MAP NO. 9228" recorded April 19, 2018, in Book 134 of Condominium maps at pages 7-23, in the Official Records of San Francisco County.

Lot 2, Block 8950

## SCHEDULE B

1. Notice of Completion recorded September 11, 2023, Recording No. 2023066063, of Official Records.

Affects: Tract Two

Exhibit D  
Public Works Order



San Francisco Public Works  
General – Director’s Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 210220**

**Recommending the Treasure Island Development Authority (“TIDA”) Board of Directors formally accept certain irrevocable offers of public park and open space improvements associated with the portions of the Yerba Buena Island Hilltop Parks known as “Panorama Park”, “Signal Point”, and any structure or improvements thereon (collectively, “Park Improvements”); dedicating the Park Improvements for public use; and accepting the Park Improvements for TIDA maintenance and liability purposes.**

WHEREAS, The CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“City”), TIDA, a California non-profit public benefit corporation, and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California Limited liability company (“TICD”), entered into the Public Improvement Agreement (on a portion of Yerba Buena Island), as amended (hereinafter “PIA”) on March 29, 2018;

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

WHEREAS, The public park and open space improvements associated with the portions of the Yerba Buena Island Hilltop Parks known as “Panorama Park”, “Signal Point”, and any structure or improvements thereon (collectively, “Park Improvements”) that are the subject of this Order are located on Treasure Island Development Authority (“TIDA”) real property on Yerba Buena Island within a portion of Lot H of Final Map No. 9228 recorded April 19, 2018 as Document No. 2018-K602992 of the Official Records of the City and County of San Francisco, is identified as public open space in the Treasure Island / Yerba Buena Island Special Use District and associated Design for Development;

WHEREAS, Pursuant to Section 6 of the PIA, TIS1 irrevocably offered the Park Improvements to TIDA as set forth in the Draft Irrevocable Offer of Dedication (“TIS1 Offer”); and

WHEREAS, On March 7, 2024, Public Works completed inspection of the Park Improvements and the City Engineer, by issuance of a Notice of Completion, determined the Park Improvements to be complete in substantial conformity with the approved plans, specifications, and applicable City regulations governing the Park Improvements and further determining that the Park 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, the TIDA Board of Directors may accept park improvements completed by Developer with the approval of the TIDA Board of Directors; and

WHEREAS, In February 2024, the Board of Supervisors approved Ordinance No. 028-24 delegating to the TIDA Board of Directors various powers related to acceptance of public

parks, open space improvements, and any structures thereon that are required as part of development of the Project pursuant to the DDA; and

WHEREAS, The Public Works Director (the “Director”) recommends, and the City Engineer certifies, to the TIDA Board of Directors that the Park Improvements as shown in Street Improvement Permit Nos. 21IE-00419 should be accepted for public use by TIDA. The Director further recommends that the TIDA Board of Directors accept ownership of the Park Improvements, accept Park Improvements for maintenance and liability subject to TIS1’s warranty obligations in the PIA, dedicate the Park Improvements for public use, and designate the Park Improvements for public park and open space purposes; and

WHEREAS, In a letter dated March 4, 2024, the City Planning Department affirmed that acceptance of the Park Improvements and associated actions are, on balance, in conformity with the General Plan and Planning Code Section 101.1 and determined that the actions contemplated by the TIDA Board of Directors comply with the California Environmental Quality Act (California Public Resources Code Sections 21000 et. seq.) (“CEQA”); and

**NOW THEREFORE BE IT ORDERED THAT,**

The Director makes the following recommendations:

The Director recommends that TIDA acknowledge the Planning Department’s General Plan consistency findings and adopt the CEQA determination set forth in the Planning Department letter dated March 4, 2024.

The Director recommends that the TIDA Board of Directors accept the Irrevocable Offer of Improvements to TIDA for the Park Improvements. 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 TIDA Board of Directors dedicate the Park Improvements for public use, designate the Park Improvements for public park and open space purposes.

The Director acknowledges the TIDA Board of Directors’ authority to accept the Park Improvements for TIDA maintenance and liability purposes and that such a decision is a policy matter for TIDA. Should the TIDA Board of Directors take such action, the Director recommends the action be subject to the following:

- a) TIDA’s acceptance of the Park Improvements for maintenance and liability purposes includes only those improvements within the area legally described in Exhibit A of the TIS1 Offer;
- b) The acceptance of the Park Improvements should not obviate, amend, alter, or in any way affect existing maintenance agreements between TIDA and parties to such agreements; and



- c) TIS1's conditional assignment of all warranties and guaranties to TIDA related to the construction of the Park Improvements and its warranty obligations under the PIA.

Attachments:

- 1. Draft T1S1 Offer of Improvements
- 2. Diagram Depicting Location of Park Improvements

X

DocuSigned by:

*Denny Phan*

Phan, Denny C907BA0BD82C4E6...

Acting ITF Manager

X

DocuSigned by:

*Albert Ko*

Ko, Albert J 281DC30E04CF41A...

City Engineer

X

DocuSigned by:

*Carla Short*

073CF73A4EA6486...

Short, Carla

Director of Public Works

Draft T1S1 Offer of Improvements

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: 8950-002, 8953-005, 1939-016

Situs:

**OFFER OF IMPROVEMENTS**

TREASURE ISLAND SERIES 1, 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 described in that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, between Offeror, Offeree, and the City and County of San Francisco (“City”), as amended (“PIA”), as “Hilltop Park Improvements” which are more particularly described in Improvement Plans and Specifications prepared by HOOD Design Studio, entitled “Permit Set Yerba Buena Island Hilltop Park” dated August 16, 2021, on file with the City’s Department of Public Works and Offeree, and which are incorporated into the PIA as Exhibit A-1 thereto and “Yerba Buena Island – Hilltop Soil Nail Wall” which are more particularly described in Improvement Plans prepared by Engeo, entitled “Hilltop Park Soil Nail Wall, Construction Documents” dated July 19, 2019, and which are incorporated into the PIA as Exhibit A-1 thereto.

The property where the improvements are located is shown on Exhibit A-1 and A-2 hereto, located in the City.

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.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2024.

**GRANTOR:**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**Exhibit A-2**

**Legal Description**

**[Hilltop Park]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E, Lot A and N1.6 as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

**Exhibit A-2**

**Legal Description**

**[Yerba Buena Island – Hilltop Soil Nail Wall]**

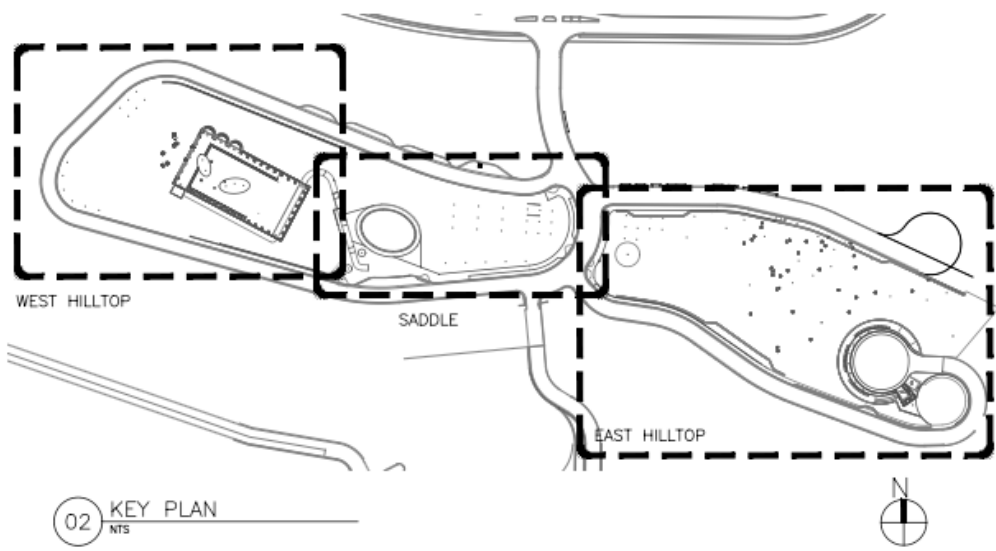
All that certain real property situates in the City and County of San Francisco, State of California, being Lot E as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

Diagram Depicting Location of Park Improvements



01 SITE CONTEXT  
NTS

YERBA BUENA ISLAND  
**HILLTOP PARK**



02 KEY PLAN  
NTS





**Patrick Rivera, PE, Acting Bureau Manager** | Bureau of Project Management  
patrick.rivera@sfdpw.org | T. 628.271.2456 | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

---

Infrastructure Task Force

---

September 21<sup>st</sup>, 2023

Bob Beck  
Treasure Island Development Authority  
One Avenue of the Palms, Suite 241  
San Francisco, CA 94130  
Via Email: [bob.beck@sfgov.org](mailto:bob.beck@sfgov.org),

RE: **Determination of Asset Readiness**  
Yerba Buena Island - Hilltop Soil Nail Wall  
(TIDA Permit Dated 3/11/20)

Dear Mr. Beck,

Public Works hereby issues this Determination of Asset Readiness (which shall serve as the Certificate of Conformity) for the Yerba Buena Island Hilltop Park Soil Nail Wall, as detailed and permitted through TIDA Permit Dated 3/11/20, and confirms that the work is completed in substantial conformity to the approved plans and specifications and applicable City regulations and is ready for its intended use.

The permit scope of work performed within the limits shown in Exhibit 1 of TIDG's request letter (dated 8/16/23) and the associated supporting completion documentation has been reviewed by Public Works Bureau of Construction Management (BCM) and deemed complete on 9/21/23.

Public Works recommends that TIDA issue a determination of completeness and close the TIDA Permit Dated 3/11/20.

Thank you,

A handwritten signature in blue ink that reads "DPhan".

Denny Phan, PE  
Project Manager  
Infrastructure Task Force

Cc: John Thomas, John Kwong (ITF); Raymond Woo, Ben Leung, Jeff Khou (BCM);  
AnMarie Rodgers, Wei Zhang (TIDA)  
Sean Brown, Mikael Calando, Chris Holmquist, Charles Shin (TIDG)

Attachments: TIDG NOC Request Letter to TIDA (8/16/23); PW BCM DOC Completeness Survey (9/21/23),  
TIDA Permit Dated 3/11/20

# TREASURE ISLAND

DEVELOPMENT GROUP

8/16/23

Mr. Robert Beck  
Treasure Island Development Agency (TIDA)  
City & County of San Francisco  
1 Ave of the Palms  
San Francisco, CA

**Re: Request for Notice of Completion; Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020)**

Dear Director Beck:

By this letter, Treasure Island Series 1, LLC (TIS1), hereby formally requests issuance of a Notice of Completion (NOC) pertaining to the components of the Hilltop Park Soil Nail Wall - TIDA Permit issued 3/20/2020 (attached as Exhibit 1 and Exhibit 2 hereto).

TIDA considers that asset as permanent and requested an NOC process to be followed. As such, TIS1 encloses the following materials herewith to facilitate issuance of the requested Notice of Completion:

- Geotechnical Engineer/Engineer of Record Completion Letter
- As-Built Plan Approval
- Notice of Completion (to be recorded after City approval)
- Test Reports
- RFIs
- Submittals

These materials are listed out in the NOC checklist (Exhibit 3 hereto).

Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020) is ready for its 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/or Public Works or other City personnel to schedule any necessary inspections.

Please do not hesitate to contact Chris Holmquist, Director of Infrastructure, at [Chris.Holmquist@tisf.com](mailto:Chris.Holmquist@tisf.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 1, LLC

cc: Denny Phan, SFPW  
Wei Zhang, TIDA  
Elizabeth Hirshchorn, TIDA  
John Kwong, SFPW

Raymond Woo, SFPW  
Charles Shin TIDG

Exhibit 1

**Hilltop Park Soil Nail Wall (TIDA Permit 3/20/2020)**

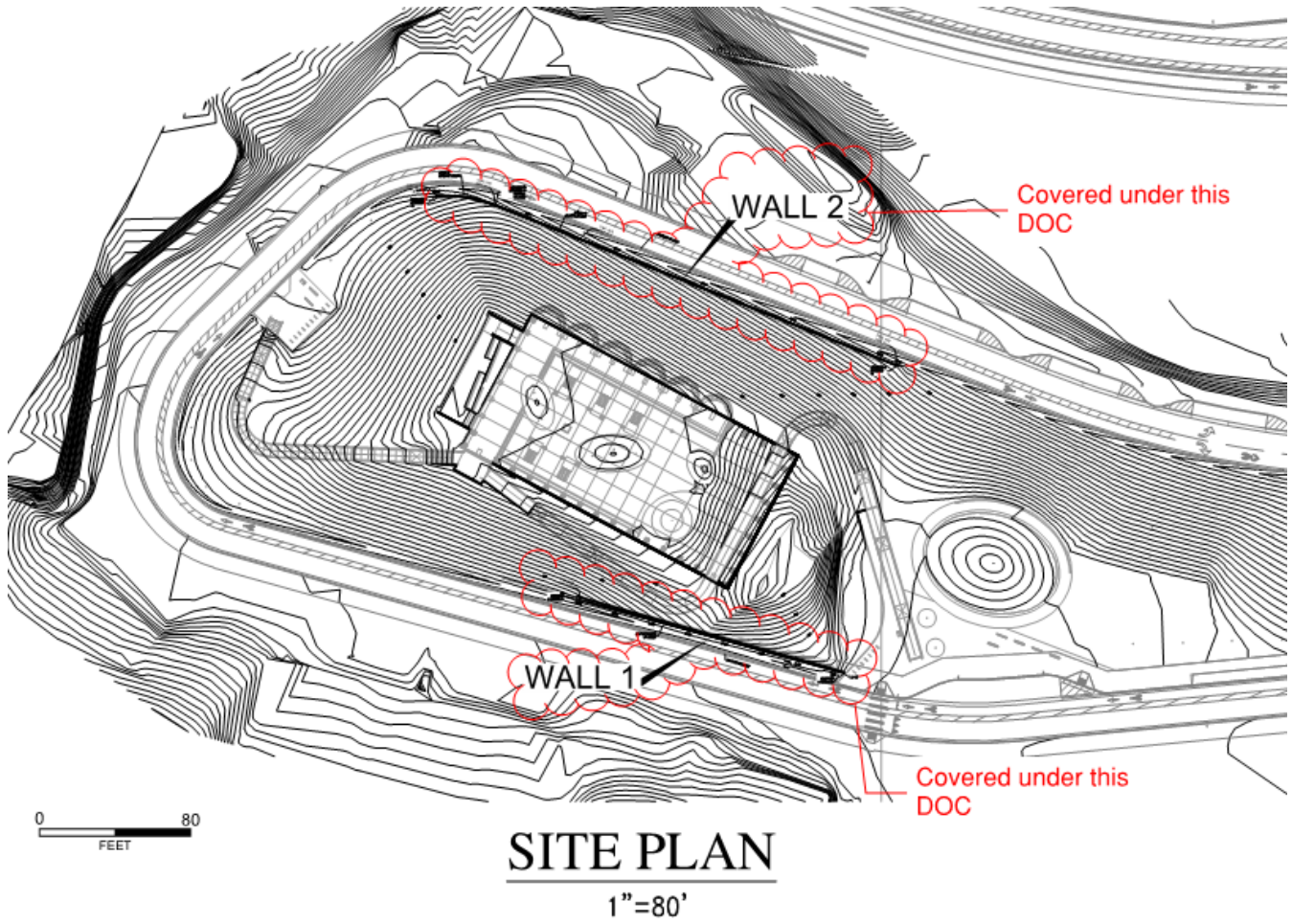


Exhibit 2

**Acquisition Facilities**

The facilities include the Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020) constructed or installed by or on behalf of TIS1. The list of facilities delivered to and on file with the City is as follows:

1. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

Name of Contractor: DeSilva Gates Construction, L.P., a California limited partnership

Date of Contract: 3/3/2016

Exhibit 3

**NOC Checklist**



Edward Yee, Acting Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

Hilltop Soil Nail Wall  
 TIDA Permit Dated March 13, 2020  
 DETERMINATION OF COMPLETENESS SURVEY  
 Dropbox link:  
<https://www.dropbox.com/sc/fo/63d9mvcwn7vmg4aae0ola/h?rlkey=ou297k12s81xd1zvn3t9hb0vs&dl=1>

Updated: 7/14/2023

Items	Reference No.	Transmittal/ Test Date	Approved Y/N?	Purposes/Comments	TIDG response
<b>DOC request prepared and submitted by Developer</b>					
Official DOC Request from Developer				7/14/2023: DOC request letter from developer has not been provided.	See attached DOC Letter
<b>Certificate of conformance prepared and submitted by Developer and Consultants</b>					
Engineer of Record	Completion Letters	4/26/2023	Y	7/14/2023: Signed EOR letter, dated 8/29/2023, provided by EOR.	
Geotech Engineer of Record Letter of Completion	Completion Letters	4/26/2023	Y	7/14/2023: Signed GEOR letter, dated 8/29/2023, provided by GEOR.	
Geotech Engineer Special Inspection Report	Final Report	4/26/2023	Y	7/14/2023: Signed Special Inspections report provided by the GEOR/EOR.	
Instruction Bulletins	N/A	N/A	N/A	7/14/2023: No known IB's issued for this project.	
RFIs	RFI's	4/26/2023		7/14/2023: (3) RFI's provided (379, 385, 455). Confirm (and add) if the following RFI's are related: RFI 437, 559, 648, 710.	The RFI's listed are not part of Hilltop SNW. They are Macalla and WTS SNW, not Hilltop
Submittals	Submittals	4/26/2023		7/14/2023: (3) Submittals provided (494, 494.1, 715.1); submittal 191.1 has been included for record. - Provide shop drawings submittal for soil nails.	Shop drawings have now been added. Refer to Folder "Hilltop Soil Nail Wall\Reponse to comments".
Record Drawings (As-Builts)	Final Report	4/26/2023		7/14/2023: As-Built drawings have been provided in the Final Report. - As-Built set is missing cover page - As-Built set should be stamped as As-Builts - Confirm changes from any additional RFI's are included.	As-builts have been modified to include the cover page and added the as-built stamp. All relevant RFI's have been incorporated. Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
Record Drawings - ACAD files				7/14/2023: No ACAD files provided.	ACAD drawings have now been added. Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
O&M Manuals / Vendors Info	N/A	N/A	N/A	7/14/2023: No O&M Manuals for project.	
Spare Parts	N/A	N/A	N/A	7/14/2023: No spare parts for project.	
Warranties	N/A	N/A	N/A	7/14/2023: No warranty letter provided; warranties per PIA will automatically begin at NOC.	
<b>Project Punch Lists prepared by Developer/CM, Contractors and SFPW- BCM</b>					
Final Punchlist	N/A	N/A	N/A	7/14/2023: GEOR letter has been provided stating that no punch list was required for this project.	
NCRs	N/A	N/A	N/A	7/14/2023: No NCR's issued for this permit.	
<b>Q/A &amp; Q/C Test Reports (Developer's CM to procur and submit to BCM)</b>					
Compressive Strength	Final Report	4/26/2023	Y	7/14/2023: Compressive strength testing for SNW grout and shotcrete provided. All test results are pass.	
Soil Nail Load	Final Report	4/26/2023	Y	7/14/2023: Soil nail load tests provided. All tests results are pass. (Wall 1: 5 proof, 3 verification; Wall 2: 7 proof, 2 verification) Note the quantity is different that what mentioned on ENGEO letter.	Final report has been adjstued accordingly.Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
<b>City Agency Sign-off Acceptance - BCM to procur</b>					
BSM	N/A	N/A	N/A	N/A - This is a TIDA permit.	
DBI	N/A	N/A	N/A	N/A - This is a TIDA permit.	
TIDA				Placeholder: include date during TIDA approval.	
<b>Outside Agency Sign-Off Acceptance (Developer's CM to prepare)</b>					
CalTrans	N/A	N/A	N/A		
Coast Guard	N/A	N/A	N/A		
CTA	N/A	N/A	N/A		
Others	N/A	N/A	N/A		
<b>Utility Company and Outside Agency Sign-off Acceptance (Developer's CM to prepare)</b>					
AT&T	N/A	N/A	N/A		
MCI	N/A	N/A	N/A		
PG&E - Electrical AIC	N/A	N/A	N/A		
PG&E - Electrical	N/A	N/A	N/A		
PG&E - Gas	N/A	N/A	N/A		
RCN	N/A	N/A	N/A		
Others	N/A	N/A	N/A		
<b>Component Completion - For the use of tracking payment of completed trade scopes and reimbursement requests</b>					
Misc Precon. Prep.& Demo.	N/A	N/A	N/A		
AWSS	N/A	N/A	N/A		
Storm Drain	N/A	N/A	N/A		
Sanitary Sewer	N/A	N/A	N/A		
Low Pressure Water	N/A	N/A	N/A		
Reclaimed Water	N/A	N/A	N/A		
Joint Trench	N/A	N/A	N/A		
Curb and Gutter	N/A	N/A	N/A		
Street Section	N/A	N/A	N/A		
Sidewalk	N/A	N/A	N/A		
Street Furnishing	N/A	N/A	N/A		



Edward Yee, Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

**Hilltop Soil Nail Wall  
 TIDA Permit Dated March 13, 2020  
 DETERMINATION OF COMPLETENESS SURVEY**

**Updated: 9/20/2023**

Items	Reference No.	Transmittal/ Test Date	Approved Y/N?	Purposes/Comments
<b>DOC request prepared and submitted by Developer</b>				
Official DOC Request from Developer	Reponse to comments	9/20/2023	Y	7/14/2023: DOC request letter from developer has not been provided. 9/20/2023: Letter provided
<b>Certificate of conformance prepared and submitted by Developer and Consultants</b>				
Engineer of Record	Completion Letters	4/26/2023	Y	7/14/2023: Signed EOR letter, dated 8/29/2023, provided by EOR.
Geotech Engineer of Record Letter of Completion	Completion Letters	4/26/2023	Y	7/14/2023: Signed GEOR letter, dated 8/29/2023, provided by GEOR.
Geotech Engineer Special Inspection Report	Final Report	4/26/2023	Y	7/14/2023: Signed Special Inspections report provided by the GEOR/EOR.
Instruction Bulletins	N/A	N/A	N/A	7/14/2023: No known IB's issued for this project.
RFIs	RFI's	4/26/2023	Y	7/14/2023: (3) RFI's provided (379, 385, 455). Confirm (and add) if the following RFI's are related: RFI 437, 559, 648, 710. 9/20/2023: Confirmed with TIDG that only RFI 379. 385 and 455 are related. No issues.
Submittals	Submittals	4/26/2023	Y	7/14/2023: (3) Submittals provided (494, 494.1, 715.1); submittal 191.1 has been included for record. - Provide shop drawings submittal for soil nails. 9/20/2023: Refer to record drawings for soil nail details. No issues.
Record Drawings (As-Builts)	Reponse to comments	4/26/2023	Y	7/14/2023: As-Built drawings have been provided in the Final Report. - As-Built set is missing cover page - As-Built set should be stamped as As-Builts - Confirm changes from any additional RFI's are included. 9/20/2023: No issues. Comments can be closed.
Record Drawings - ACAD files	Reponse to comments	9/20/2023	Y	7/14/2023: No ACAD files provided. 9/20/2023: ACAD files provided
O&M Manuals / Vendors Info	N/A	N/A	N/A	7/14/2023: No O&M Manuals for project.
Spare Parts	N/A	N/A	N/A	7/14/2023: No spare parts for project.
Warranties	N/A	N/A	N/A	7/14/2023: No warranty letter provided; warranties per PIA will automatically begin at NOC.
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Final Punchlist	N/A	N/A	N/A	7/14/2023: GEOR letter has been provided stating that no punch list was required for this project.
NCRs	N/A	N/A	N/A	7/14/2023: No NCR's issued for this permit.
<b>Q/A &amp; Q/C Test Reports (Developer's CM to procur and submit to BCM)</b>				
Compressive Strength	Final Report	4/26/2023	Y	7/14/2023: Compressive strength testing for SNW grout and shotcrete provided. All test results are pass.

Ben Leung  
 City Representative

Signature

9/21/2023

Date



Edward Yee, Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

Soil Nail Load	Final Report	4/26/2023	Y	7/14/2023: Soil nail load tests provided. All tests results are pass. (Wall 1: 5 proof, 3 verification; Wall 2: 7 proof, 2 verification) Note the quantity is different that what mentioned on ENGEO letter. 9/20/2023: Revised letter matches the test numbers.
<b>City Agency Sign-off Acceptance - BCM to procur</b>				
BSM	N/A	N/A	N/A	N/A - This is a TIDA permit.
DBI	N/A	N/A	N/A	N/A - This is a TIDA permit.
TIDA				Placeholder: include date during TIDA approval.
<b>Outside Agency Sign-Off Acceptance (Developer's CM to prepare)</b>				
CalTrans	N/A	N/A	N/A	
Coast Guard	N/A	N/A	N/A	
CTA	N/A	N/A	N/A	
Others	N/A	N/A	N/A	
<b>Utility Company and Outside Agency Sign-off Acceptance (Developer's CM to prepare)</b>				
AT&T	N/A	N/A	N/A	
MCI	N/A	N/A	N/A	
PG&E - Electrical AIC	N/A	N/A	N/A	
PG&E - Electrical	N/A	N/A	N/A	
PG&E - Gas	N/A	N/A	N/A	
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Others	N/A	N/A	N/A	
<b>Component Completion - For the use of tracking payment of completed trade scopes and reimbursement requests</b>				
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Reclaimed Water	N/A	N/A	N/A	
Joint Trench	N/A	N/A	N/A	
Curb and Gutter	N/A	N/A	N/A	
Street Section	N/A	N/A	N/A	
Sidewalk	N/A	N/A	N/A	
Street Furnishing	N/A	N/A	N/A	
Landscaping & Irrigation	N/A	N/A	N/A	
Street Lighting	N/A	N/A	N/A	
Natural Gas Lines	N/A	N/A	N/A	
ACWS/Road Base	N/A	N/A	N/A	

Ben Leung  
 City Representative

Signature  9/21/2023  
 Date



CITY & COUNTY OF SAN FRANCISCO



ROBERT BECK  
TREASURE ISLAND DIRECTOR

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

TO: Pamela Nieting, Treasure Island Development Group ("TIDG")  
FROM: Robert P. Beck, Director, Treasure Island Development Authority ("TIDA")  
DATE: March 11, 2020  
RE: Yerba Buena Island – Hilltop Park Soil Nail Wall - Approval

---

Treasure Island Development Authority (TIDA) has received the submittal for Yerba Buena Island – Hilltop Park Soil Nail Wall Plans from the Master Developer, Treasure Island Community Development, Inc. (TICD). We have also confirmation from DPW Infrastructure Task Force (Task Force) that all design comments from DPW structural engineer have been addressed. We have also received confirmation from San Francisco Water Department that their concerns and comments have been addressed as well.

Based on our review of the plans and confirmation from DPW, TIDA approves the construction plans submittal related to this scope.

A handwritten signature in blue ink, appearing to read "R. Beck", written over a horizontal line.

Robert P. Beck, Director  
Treasure Island Development Authority

Attachments:

Attachment 1 –DPW Task Force confirmation dated March 4 2020  
Attachment 2 – CDD confirmation dated November 19, 2019

## Zhang, Weihua (ADM)

---

**From:** Batelaan, Brandy <BBatelaan@sfgwater.org>  
**Sent:** Tuesday, November 19, 2019 4:16 PM  
**To:** Brian Scott; 'Pamela Nieting'; Viviana Cardenas; Justin Fredericks; 'Mario Zilli'; Cuong Tran; Ramirez, Jaime (PUC); Bobby Cabling; DBI-StefanosPapadopoulos; Cuong Tran; Jesse Capilitan; Pete Mckean; Zhang, Weihua (ADM)  
**Cc:** Paul Roberts; Charles Shin; Joe Antonio; Steve Gallagher  
**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

Hi Brian,

CDD has no further comment on the drawing provided.

Just want to clarify – CDD will perform the relocation of the water main (plumbing work only, upon TIDA approval). Contractor to excavate, provide shoring, provide steel plates/Styrofoam, clean sand backfill, and all other associated work concerning excavation and restoration. All work shall be constructed in accordance with the current version of SFPUC Standard Plans & Specifications for Water Main Installation on the SFPUC website.

Thank you,  
Brandy

### **Brandy Batelaan, P.E.**

San Francisco Public Utilities Commission | Water Enterprise  
City Distribution Division  
415.550.4918 Office  
415.792.2679 Cell

---

**From:** Brian Scott <BScott@BKF.com>  
**Sent:** Tuesday, November 19, 2019 11:19 AM  
**To:** Batelaan, Brandy <BBatelaan@sfgwater.org>; 'Pamela Nieting' <Pamela.Nieting@tidgsf.com>; Viviana Cardenas <vcardenas@desilvagates.com>; Justin Fredericks <jfredericks@desilvagates.com>; 'Mario Zilli' <mario\_zilli@tmi-cm.com>; Cuong Tran <ctran@bkf.com>; Ramirez, Jaime <JRamirez@sfgwater.org>; Bobby Cabling <bcabling@smithemerysf.com>; Stefanos Papadopoulos <spapadopoulos@engeo.com>; Cuong Tran <ctran@bkf.com>; Jesse Capilitan <jesse\_capilitan@tmi-cm.com>; Pete Mckean <pete\_mckean@tmi-cm.com>; Zhang, Weihua (ADM) <weihua.zhang@sfgov.org>  
**Cc:** Paul Roberts <Paul.Roberts@tidgsf.com>; Charles Shin <Charles.Shin@tidgsf.com>; Joe Antonio <JAntonio@wilsonmeany.com>; Steve Gallagher <Steve.Gallagher@tidgsf.com>  
**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brandy,  
Attached is the updated plan for your approval.

**BRIAN SCOTT, PE**

Principal/Vice President

**BKF ENGINEERS** Delivering Inspired Infrastructure  
255 Shoreline Drive, Suite 200, Redwood City, CA 94065  
d 650.482.6335 m 650.619.6031 [bscott@bkf.com](mailto:bscott@bkf.com)

**From:** Batelaan, Brandy <[BBatelaan@sflower.org](mailto:BBatelaan@sflower.org)>

**Sent:** Tuesday, November 19, 2019 10:05 AM

**To:** Brian Scott <[BScott@BKF.com](mailto:BScott@BKF.com)>; 'Pamela Nieting' <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Viviana Cardenas <[vcardenas@desilvagates.com](mailto:vcardenas@desilvagates.com)>; Justin Fredericks <[jfredericks@desilvagates.com](mailto:jfredericks@desilvagates.com)>; 'Mario Zilli' <[mario\\_zilli@tmi-cm.com](mailto:mario_zilli@tmi-cm.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Ramirez, Jaime <[JRamirez@sflower.org](mailto:JRamirez@sflower.org)>; Bobby Cabling <[bcabling@smithemerysf.com](mailto:bcabling@smithemerysf.com)>; Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Jesse Capilitan <[jesse\\_capilitan@tmi-cm.com](mailto:jesse_capilitan@tmi-cm.com)>; Pete Mckean <[pete\\_mckean@tmi-cm.com](mailto:pete_mckean@tmi-cm.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>

**Cc:** Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Charles Shin <[Charles.Shin@tidgsf.com](mailto:Charles.Shin@tidgsf.com)>; Joe Antonio <[JAntonio@wilsonmeany.com](mailto:JAntonio@wilsonmeany.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>

**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

Hi Brian,

Use this version, added the Styrofoam between wall and pipe.

Thank you,  
Brandy

**From:** Brian Scott <[BScott@BKF.com](mailto:BScott@BKF.com)>

**Sent:** Thursday, November 14, 2019 2:58 PM

**To:** 'Pamela Nieting' <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Batelaan, Brandy <[BBatelaan@sflower.org](mailto:BBatelaan@sflower.org)>; Viviana Cardenas <[vcardenas@desilvagates.com](mailto:vcardenas@desilvagates.com)>; Justin Fredericks <[jfredericks@desilvagates.com](mailto:jfredericks@desilvagates.com)>; 'Mario Zilli' <[mario\\_zilli@tmi-cm.com](mailto:mario_zilli@tmi-cm.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Ramirez, Jaime <[JRamirez@sflower.org](mailto:JRamirez@sflower.org)>; Bobby Cabling <[bcabling@smithemerysf.com](mailto:bcabling@smithemerysf.com)>; Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Jesse Capilitan <[jesse\\_capilitan@tmi-cm.com](mailto:jesse_capilitan@tmi-cm.com)>; Pete Mckean <[pete\\_mckean@tmi-cm.com](mailto:pete_mckean@tmi-cm.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>

**Cc:** Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Charles Shin <[Charles.Shin@tidgsf.com](mailto:Charles.Shin@tidgsf.com)>; Joe Antonio <[JAntonio@wilsonmeany.com](mailto:JAntonio@wilsonmeany.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>

**Subject:** YBI - 2MG Tank Feed Line Relocation

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brandy,

Per our meeting yesterday, attached is the revised plan showing the temporary relocation of the 12" feed line to the 2MG tank. The section of line behind the retaining will be within a steel sleeve centered between two rows of soil nails. We provided a section view of this condition to show clearances between the sleeve and nails.

Please review and let us know if you have any questions.

**BRIAN SCOTT, PE**

Principal/Vice President

**BKF ENGINEERS** Delivering Inspired Infrastructure  
255 Shoreline Drive, Suite 200, Redwood City, CA 94065  
d 650.482.6335 m 650.619.6031 [bscott@bkf.com](mailto:bscott@bkf.com)

## Zhang, Weihua (ADM)

---

**From:** Kwong, John (DPW)  
**Sent:** Wednesday, March 4, 2020 4:51 PM  
**To:** Zhang, Weihua (ADM)  
**Cc:** Pamela Nieting; Huff, Nicolas (DPW); Thomas, John (DPW); DPW-ITF  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Wei,

Per email from Raymond Lui, Structural Section Manager for SFPW. SFPW-ITF is providing affirmative clearance for the proposed soil nail wall on YBI to TIDA in the process of TIDA's permit.

Should you have any questions, please do not hesitate in contacting me.



**John Kwong, P.E.**  
Engineer, Infrastructure Task Force

Project Management and Construction | San Francisco Public Works | City and County of San Francisco  
30 Van Ness Avenue, 5<sup>th</sup> Floor | San Francisco, CA 94102 | (415) 558-5206 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

---

**From:** Lui, Raymond (DPW) <Raymond.Lui@sfdpw.org>  
**Sent:** Wednesday, March 4, 2020 3:38 PM  
**To:** DBI-StefanosPapadopoulos <spapadopoulos@engeo.com>  
**Cc:** Kwong, John (DPW) <John.Kwong@sfdpw.org>; Baradaran, Reza (DPW) <Reza.Baradaran@sfdpw.org>; Ian McCreery <imccreery@engeo.com>; Pamela Nieting <Pamela.Nieting@tidgsf.com>; Paul Roberts <Paul.Roberts@tidgsf.com>; Zhang, Weihua (ADM) <weihua.zhang@sfgov.org>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

Stefanos,  
Thank you for the revised calculations. They appear adequate.

John,  
We have no further comments regarding this soil nail wall.



**Raymond Lui, S.E.**  
Structural Engineering Section Manager

Bureau of Engineering | San Francisco Public Works | City and County of San Francisco  
30 Van Ness Avenue, 5<sup>th</sup> Floor | San Francisco, CA 94102 | (415) 558-4585 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

---

**From:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Sent:** Monday, March 02, 2020 9:18 AM  
**To:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Cc:** Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>; Baradaran, Reza (DPW) <[Reza.Baradaran@sfdpw.org](mailto:Reza.Baradaran@sfdpw.org)>; Ian McCreery <[imccreery@engeo.com](mailto:imccreery@engeo.com)>; Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

Ray- thanks for your review and feedback on the soil nail wall calculations.  
We rerun the calculation per your recommendation, and there are no changes to the soil nail wall design.

We updated the calculations for the punching shear capacity of the initial facing and as you indicated there are no design changes since the input is conservative

Also, we corrected the calculations for the punching shear capacity of the final facing. The capacity is reduced, however we calculated 11.5 kips and 15.3 kips for the static and seismic loading scenarios, respectively, as opposed to the 11.3-kips and 15.3-kip values you calculated. We believe this is due to a rounding error, however, we also provide backup SNAILZ calculations (separate PDF) using your values. The backup calculations indicate the factor of safety for the final facing is still sufficient for your numbers.

With the response to the subject review comment, there are no more pending review comments for the Hilltop soil nail wall design.

Thank you,  
Stefanos

---

**From:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Sent:** Saturday, February 22, 2020 11:35 AM  
**To:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Cc:** Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>; Baradaran, Reza (DPW) <[Reza.Baradaran@sfdpw.org](mailto:Reza.Baradaran@sfdpw.org)>  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Stefanos,

Thank you for the revised calculations. I have checked with Reza regarding the soil parameters and he indicates that they appear adequate.

However, in looking at the capacity of the soil nails, there appears to be an error in the calculations. For both the initial facing and the final facing, it appears that the punching shear governs the capacity of the soil nails.

For the initial facing, the punching shear calculation uses the welded studs for development of the punching shear critical plane. This cannot be. The punching shear calculation should be developed based on the surface area of the anchor plate. Despite this error, it appears that the punching shear capacity will be higher than what has been shown in your calculations. Therefore, it appears that the initial facing is adequate.

On the other hand, the error in the punching shear calculation for the final facing is unconservative. The calculation of  $h_c$  should be  $L_s + t_p + t_{SH} = 3 + 0.75 - 0.312 = 3.438$  inches, not 3.75 inches as shown in your calculation on page 11. This reduces the nominal punching shear strength to 16.9 kips compared to the 20 kips shown in your calculation. As a result, the nail force is reduced to 11.3 kips for static and 15.2 kips for seismic load cases.

Please review and revise calculations and details as required.

My apologies for not noticing this previously.



Raymond Lui, S.E.  
Structural Engineering Section Manager

Bureau of Engineering | San Francisco Public Works | City and County of San Francisco  
30 Van Ness Avenue, 5<sup>th</sup> Floor | San Francisco, CA 94102 | (415) 558-4585 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

---

**From:** Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>  
**Sent:** Wednesday, February 12, 2020 1:54 PM  
**To:** DBI-StefanosPapadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Cc:** Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>; Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you Stefanos and thank you so much Ray for all your time spent expediting this review!

Wei – per our conversation just now would you please release us to proceed with the initial 4-inch concrete face? We understand that there is a pending final comment for the final 6-inch concrete face so once that gets resolved between Stefanos and Ray, TIDA can then issue the final approval letter.

Please let me know if there are any questions and thank you again team.

-Pam

Pamela Salas Nieting  
[pamela.nieting@tidgsf.com](mailto:pamela.nieting@tidgsf.com)  
415-635-7105

Treasure Island Development Group

---

**From:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Sent:** Wednesday, February 12, 2020 11:56 AM  
**To:** Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Hi Pamela,

As I discussed with you, Ray and I have been communicating directly regarding the review of the YBI Hilltop Park soil nail wall design.

Ray completed his review of the calculation back-up we provided last week, and he is ok with the design of the soil wall nails and the initial 4" shotcrete face.

However, he had a pending comment regarding the final 6" shotcrete face. Yesterday, we provided to Ray supplemental information for the final shotcrete face, attached.

It is my understand that Ray will complete the review of the attached information in the next couple of days.

Thank you,

Stefanos

---

**From:** Stefanos Papadopoulos

**Sent:** Tuesday, February 11, 2020 4:52 PM

**To:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>

**Cc:** Ian McCreery <[imccreery@engeo.com](mailto:imccreery@engeo.com)>

**Subject:** YBI Soil Nail Walls Response to Comments

Hi Ray,

I have attached the revised calculation package and the wall profiles showing the sand rock contact.

I'll follow up with a call.

Thank you,

Stefanos

**Stefanos Papadopoulos, GE**



***-Expect Excellence-***

500 Sansome Street, Suite 402

San Francisco, CA 94111

415 284-9900 Phone

888 279-2698 Fax

415 814-7996 Direct

415 845-4309 Mobile

Exhibit E

Planning General Plan Consistency Determination & CEQA Findings Letter





# GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

March 4, 2024

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

**Project Title:** “Panorama Park” and “Signal Point” Yerba Buena Island – Acceptance of Public Improvements  
**Assessor’s Blocks(s)/Lot(s):** 1939/016; 8950/002; and 8953/005  
**Design Review Approval No.(s):** 2007.0903BEMRTUWZ  
**Zoning District(s):** Public (P); Yerba Buena Island Residential (YBI-R); and Yerba Buena Island Open Space (YBI-OS) Zoning Districts; 35-Low Rise YBI; USCG/Caltrans; 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 for “Panorama Park” and “Signal Point” (formerly named “Hilltop Park”) located on the following Assessor’s Blocks/Lots: 1939/016; 8950/002; and 8953/005. 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 August 18 2021, under Permit No. 21IE-00419; and
- General Excavation Permit for construction of Sugimoto Sculpture, approved by Public Works Street Use and Mapping on October 7, 2022, under Permit No. 22E-00652.

On April 21, 2011, the San Francisco Planning Commission issued a series of approvals for the Treasure Island/Yerba 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 TIDA Board acceptance of park and/or open space improvements and finds them consistent with the Planning Commission’s

approvals. Therefore, the Planning Department Staff finds that the TIDA Board actions, including those approval actions that the Board of Supervisors delegated to the TIDA Board in Ordinance No. 28-24, 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 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 A**  
**LEGAL DESCRIPTION**

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

**TRACT ONE:**

Lot A as shown on that certain map entitled "FINAL MAP NO. 9856 – Phase No. 1" recorded July 10, 2020, in Book 1 of final maps at pages 48-63, in the Official Records of San Francisco County.

APN: Lot 5, Block 8953

**TRACT TWO:**

Parcel N1.6 as shown on that certain map entitled "Record of Survey #8630, being a portion of Treasure Island and Yerba Buena Island, City and County of San Francisco, State of California" recorded May 29, 2015, in Book FF of Surveys at pages 62-78, in the Official Records of San Francisco County.

**NOTE: THE LEGAL DESCRIPTION SHOWN AS TRACT TWO ABOVE, 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.**

Lot 16, Block 1939

**TRACT THREE:**

Lot E as shown on that certain map entitled "FINAL MAP NO. 9228" recorded April 19, 2018, in Book 134 of Condominium maps at pages 7-23, in the Official Records of San Francisco County.

Lot 2, Block 8950



**Infrastructure Task Force**

DPW-ITF@sfdpw.org | 49 South Van Ness Ave. 9th Floor, San Francisco, CA 94103

March 7<sup>th</sup>, 2024

Magdalena Myszka  
Project Manager, TIDG  
615 Battery St, Floor 6  
San Francisco, CA 94111

RE: **Notice of Completion**  
YBI Hilltop Park (BSM Permit #21IE-00419)

Ms. Myszka,

Public Works hereby issues this **Notice of Completion** for the scope detailed and permitted through BSM Permit #21IE-00419 for the YBI Hilltop Park and confirms that the work is generally completed in substantial conformity to the approved plans, specifications, and applicable City regulations and the facility is ready for its intended use.

Thank you,

A handwritten signature in blue ink that reads "Denny Phan".

Denny Phan, PE  
Acting Manager, Infrastructure Task Force

Cc: John Kwong, Desmond Chan (ITF); Albert Ko (City Engineer), Carla Short (Director)  
Raymond Woo, Ben Leung, Jeff Khou, Aaron Wu (BCM)  
Bob Beck, AnMarie Rodgers, Wei Zhang, Joey Benassini (TIDA)  
Judson True (Mayor's Office)  
Sean Brown, Chris Holmquist, Charles Shin (TIDG)

Attachments:

1. SFPW-BCM DOC Recommendation Letter (dated 3/7/24)
2. TIDG NOC Request Letter (dated 1/2/24)



**Edward Yee, Bureau Manager** | Bureau of Construction Management  
ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

March 8, 2024

Denny Phan  
Project Manager  
San Francisco Public Works – Infrastructure Task Force  
49 South Van Ness Ave, 9<sup>th</sup> Floor  
San Francisco, CA 94103

Re: Yerba Buena Island – Hilltop Park  
BSM Permit #21IE-00419  
Determination of Completeness – BCM

Dear Mr. Phan:

In reference to the Yerba Buena Island Hilltop Park permit, San Francisco Public Works, Bureau of Construction Management (SFPW/BCM), finds the street and facility improvements scope of work completed within the limits shown in Exhibit A to be in conformance with the construction documents and specifications, and is ready for its intended use under the following conditions.

After detailed inspections and verifications stipulated by contract documents, the undersigned hereby states the following in their capacities as representatives of their respective agencies:

The scope of work within the limits of work shown in Exhibit A (1 page), has been constructed in general conformance with the construction documents and CCSF Standard Plans and Specifications.

The Hilltop Park scope of work has been constructed in compliance with all applicable laws, codes, and ordinances.

The Hilltop Park permit is ready for its intended use.

The undersigned are recommending to Public Works – Infrastructure Task Force (ITF) to accept the street and facility improvements scope of work.

The following agencies also concur and support a determination of completeness:

- TIDA
- SFPW-DAC
- SFPW-LA

Acceptance of the street and facility improvements scope of work constructed under Yerba Buena Island Hilltop Park contract scope in no way invalidates or relieves the developer and/or contractor of guarantees on quality of workmanship or warranties on work.

	3/8/2024
_____ <i>Signature</i>	_____ <i>Date</i>
Raymond Woo _____ <i>Name of Agency Representative</i>	SFPW – BCM _____ <i>City Agency</i>

Attachments:

1. Exhibit A – Hilltop Park - Limit of Work (1 page)
2. (3) Supporting DOC Letters from TIDA, SFPW-DAC, & SFPW-LA (6 pages)

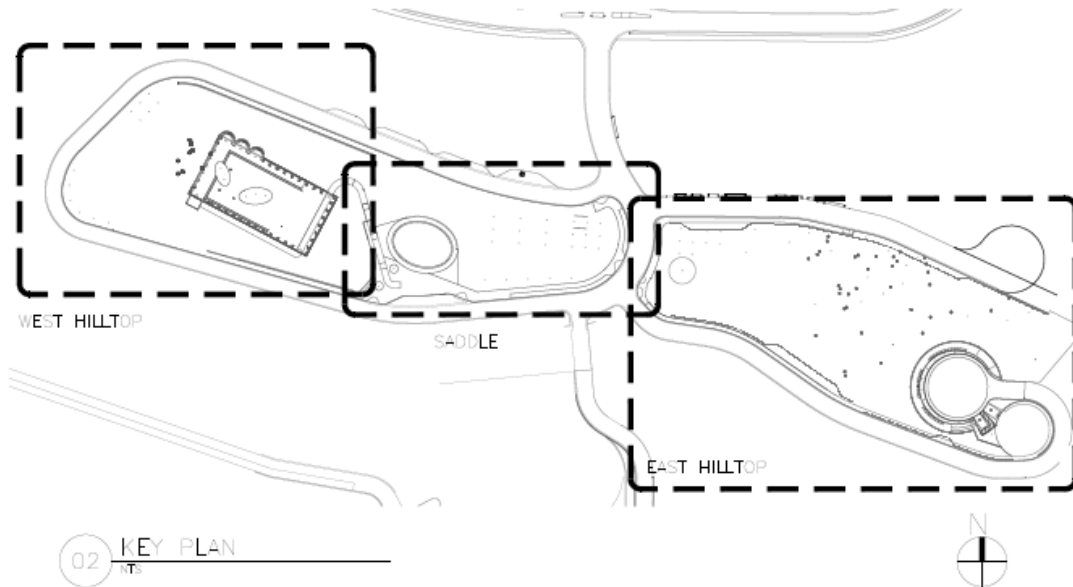
# Exhibit A

## Yerba Buena Island – Hilltop Park BSM Permit #21IE-00419 Limit of Work



01 SITE CONTEXT  
NTS

## YERBA BUENA ISLAND HILLTOP PARK



02 KEY PLAN  
NTS

# TREASURE ISLAND

DEVELOPMENT GROUP

January 2, 2023

Ms. Carla Short, Interim Director of Public Works  
City & County of San Francisco  
c/o Denny Phan, Project Manager - Infrastructure Task Force, Treasure Island Project  
30 Van Ness Avenue, Suite 4200  
San Francisco, CA 94102

**Re: Request for Notice of Completion; Yerba Buena Island Hilltop Park Permit # 21IE-00419; Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, recorded April 19, 2018, as Document No. 2018-K602991 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 (Yerba Buena Island) dated for reference purposes as of June 30, 2020, recorded July 10, 2020, as Document No. 2020-K950525 of Official Records, and as may be further amended from time to time (collectively, the “PIA”)**

Dear Interim Director Short:

Reference is made to the PIA and associated Street Improvement Permit No. 21IE-00419. Pursuant to Section 6(h) of the PIA:

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

By this letter, Treasure Island Series 1, LLC, the “Subdivider” under the PIA, hereby formally requests issuance of a Notice of Completion pursuant to Section 6(a) and Section 6(h) of the PIA pertaining to the components of the Park Improvements of Yerba Buena Hilltop Park Permit # 21IE-00419 (attached as Exhibit 1 hereto).

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

- Contractor Substantial Completion Letter
- Civil Engineer Completion Letter
- Geotechnical Engineer Completion Letter
- Landscape Architect Completion Notice
- Construction Manager Completion Notice
- City Final Punch-list Approval
- Utility Conformance Letter
- As-Built Plan Approval
- Notice of Completion (to be recorded after City approval)
- Test Reports
- Joint Trench Conduits Mandrel Test
- Confirmation from City that spare parts have been provided
- Operation and Maintenance Manuals

In addition to the materials required for issuance of a NOC per the terms of the PIA, Public Works has requested the following materials to review relating to the Park Improvements associated with the request for the NOC: warranties, photograph survey, Instructional Bulletins, 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 3 hereto).

As contemplated by the PIA, the above-referenced components of the Park 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 Public Works or other City personnel to schedule any necessary inspections.

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

Sincerely,

Christopher Meany  
Vice President  
Treasure Island Series 1, LLC

cc: John Kwong, SFPW  
Ed Yee, SFPW  
Brian Henderson, WWE  
Imelda Mangubat, WWE  
Wei Zhang, TIDA

Raymond Woo, SFPW  
Nohemy Revilla, WWE  
Craig Freeman, WWE  
Bob Beck, TIDA  
Charles Shin, TIDG

## Acquisition Facilities

The facilities include the **Yerba Buena Hilltop Park Improvements** constructed or installed by or on behalf of TIS1 pursuant to Street Improvement Permit # **21IE-00419** dated **August 18, 2021** for said improvements, and the improvement plans and specifications described therein. The list of facilities delivered to and on file with the City is as follows:

1. Demolition - removal of below-grade, at-grade, and above-grade facilities, and recycling or disposal of waste.
2. Low Pressure Water - including, but not limited to, main pipe, pressure reducing stations, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, fire hydrants, cathodic protection, and tie-ins for onsite and offsite low pressure water supply network intended for domestic use.
3. Recycled Water - including, but not limited to, main pipe, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, cathodic protection, and tie-ins for recycled water supply network intended to provide treated wastewater for use in irrigation of parks and landscaping as well as graywater uses within buildings.
4. Storm Drainage System — including, but not limited to, main pipe, laterals, manholes, catch basins, air vents, stormwater treatment facilities, connections to existing systems, headwalls, outfalls, and lift stations for a network intended to convey onsite and offsite separated storm water.
5. Separated Sanitary Sewer — including, but not limited to, main pipe, laterals, manholes, traps, air vents, connections to existing systems, force main pipe and associated valves and cleanouts, and pump and lift stations for a network intended to convey separated sanitary sewage.
6. Joint Trench — including, but not limited to, the electrical substation, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, and anodes, for dry utilities including but not limited to electrical and information systems.
7. Earthwork — including, but not limited to, importation of clean fill materials, clearing and grubbing, slope stabilization, ground improvement, installation of geogrid, surcharging, wick drains, excavation, rock fragmentation, placement of fill, compaction, grading, erosion control, and post—construction stabilization such as hydroseeding.
8. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.
9. Highway Ramps, Roadways, Pathways, Curb, and Gutter — including, but not limited to, road subgrade preparation, aggregate base, concrete roadway base, asphalt wearing surface, concrete curb, concrete gutter, medians, colored asphalt and concrete, speed tables, class 1 and 2 bike facilities (e.g., cycle tracks), sawcutting, grinding, conform paving, resurfacing, for onsite and offsite roadways.
10. Streetscape — including, but not limited to, subgrade preparation, aggregate base, sidewalks, pavers, ADA curb ramps with detectable tiles, streetlights, light pole foundations, landscaping, irrigation, street furniture, waste receptacles, newspaper stands, and public art.
11. Parks – including, but not limited to, ground improvement, subgrade preparation, landscaping and trees, aggregate base, sidewalks, pavers, decomposed granite, lighting, irrigation, furniture, decks, fountains, and restrooms.

TREASURE ISLAND  
DEVELOPMENT GROUP

March 11, 2024

Treasure Island Development Authority  
Attn: Robert P. Beck, Treasure Island Director  
1 Avenue of the Palms, Suite 241  
San Francisco, CA 94130  
Bob.beck@sfgov.org

**RE: Request for the Treasure Island Development Authority (“TIDA”) Board of Directors to Accept the Offer of Dedication for Yerba Buena Hilltop Park Improvements and Yerba Buena Island – Hilltop Soil Nail Wall.**

Dear Director Beck,

On March 6, 2024, San Francisco Public Works (“Public Works”) issued a Notice of Completion (“NOC”) for the Yerba Buena Island Hilltop Park Improvements (“Park Improvements”) (BSM Permit #211E-00419) and Determination of Asset Readiness (“DAR”) for Yerba Buena Island – Hilltop Soil Nail Wall (TIDA Permit 3/11/2020) determining the Improvements to be complete in substantial conformity with approved plans, specifications, and applicable City and County of San Francisco (“City”) regulations, and that the Park Improvements are ready for their intended use.

Upon issuance of the NOC, Section 6 of the Public Improvement Agreement for Yerba Buena Island (“PIA”) provides the process for acceptance of public improvements.

On March 8, 2024 the Director of the City’s Department of Public Works issued Order No. 210220, in which Public Works determined that the Improvements are ready for their intended use and completed in substantial conformity with the approved plans, specifications and applicable City regulations.

We write now to request that the TIDA Board of Directors accept the Park Improvements.

Sincerely,

DocuSigned by:  
  
709FC5FC393B471...

Chris Meany  
Treasure Island Series 1, LLC

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

Asset Name: Yerba Buena Hilltop Park

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

RECORDING REQUESTED BY

**TREASURE ISLAND SERIES 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
4 EMBARCADERO CENTER, SUITE 3300  
SAN FRANCISCO, CA 94111**

**APN: 8950-002, 8953-005, 1939-016**

WHEN RECORDED MAIL TO

Treasure Island Series 1, LLC  
Attn: Charles Shin  
615 Battery Street, Floor 6  
San Francisco, CA 94111



Doc # **2024020940**

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

3/11/2024	12:20:56 PM	Fees	\$26.00
Pages	5	Title 015 NH Taxes	\$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$225.00
		Paid	\$251.00

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 1, 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 1 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 03/08/24.
5. The work of improvement completed is (or materials furnished are) described as follows: Yerba Buena Island Hilltop Park Improvements.
6. The name of the DIRECT CONTRACTOR, if any, for the work of improvement was Jensen Landscape Contractor, LLC

(If no Contractor, insert "NONE.")

7. The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 1, LLC

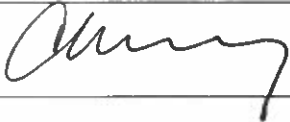
(If no Construction Lender, insert "NONE.")

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: March 11, 2024

Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC

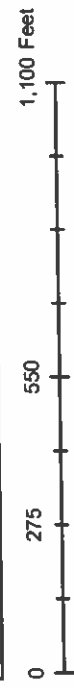
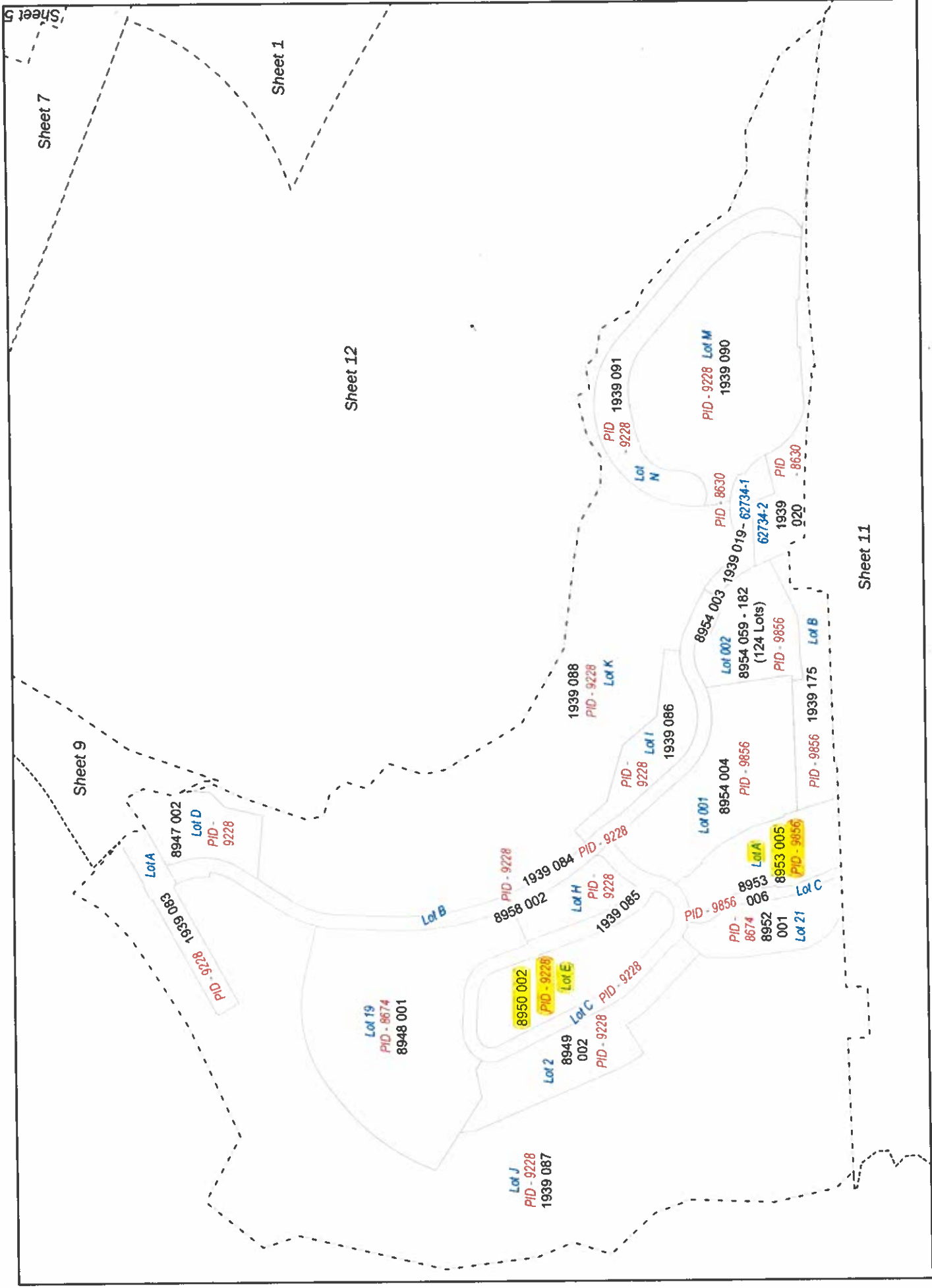
<p><b>Verification of Individual Owner:</b></p> <p>I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner or agent of the owner of the interest or estate in the property described in the above notice; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.</p>	<p><b>Verification of Corporation/Partnership/Limited Liability Company Owner</b></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>
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Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC

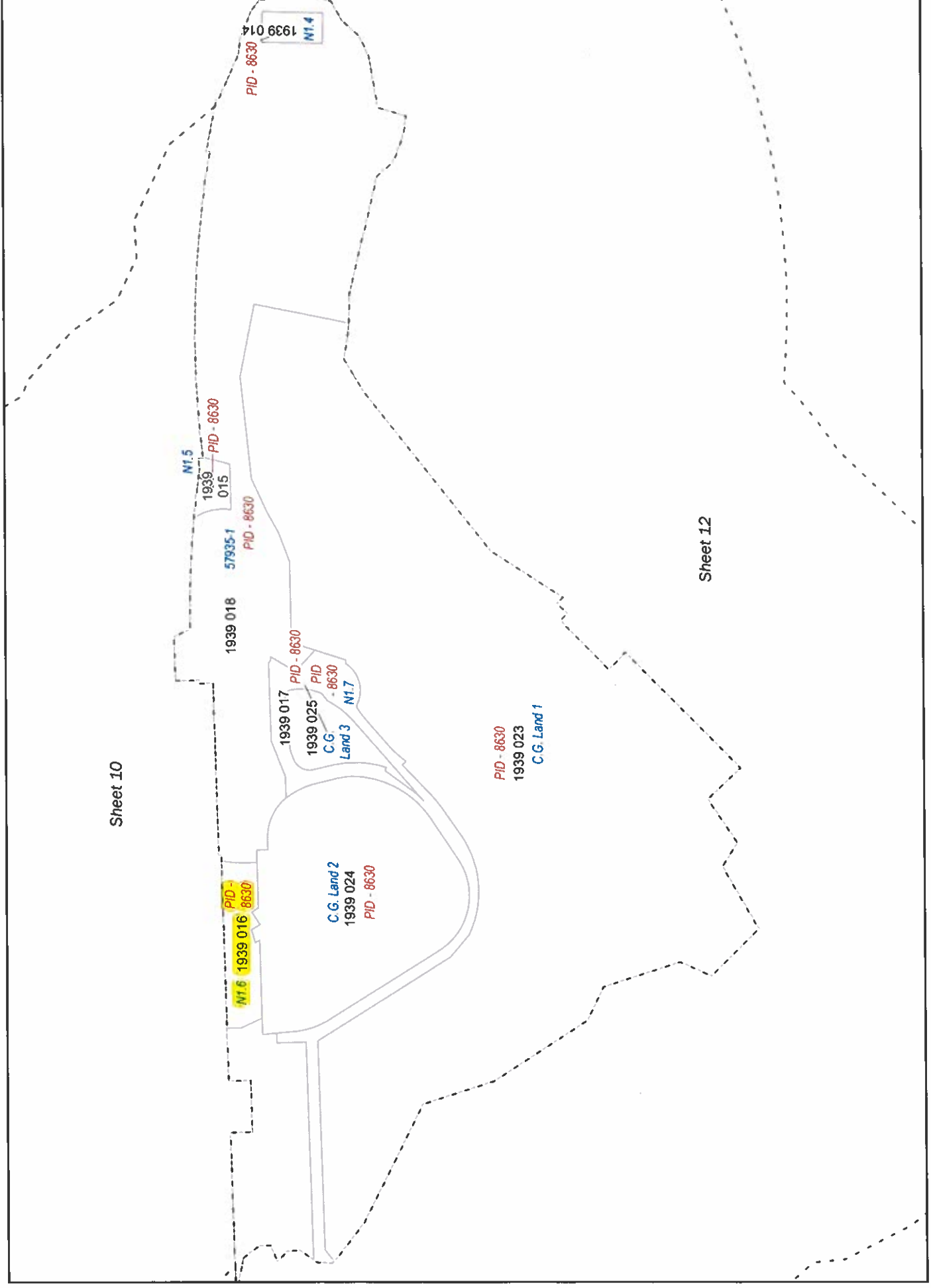
**Exhibit A**

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



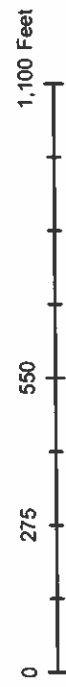


# Treasure Island / Yerba Buena Island 2023 APNs with Map Lots / Parcel Titles and PID



Sheet 10

Sheet 12





Doc # 2024020941

RECORDING REQUESTED BY

TREASURE ISLAND SERIES 1, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
4 EMBARCADERO CENTER, SUITE 3300  
SAN FRANCISCO, CA 94111

APN: 8950-002

WHEN RECORDED MAIL TO

Treasure Island Series 1, LLC  
Attn: Charles Shin  
615 Battery Street, Floor 6  
San Francisco, CA 94111

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

3/11/2024	12:20:57 PM	Fees	\$23.00
Pages	4	Title 015 NH Taxes	\$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$75.00
		Paid	\$98.00

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 1, 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 1 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 09/21/23.
- The work of improvement completed is (or materials furnished are) described as follows: Yerba Buena Island Hilltop Soil Nail Wall.
- The name of the DIRECT CONTRACTOR, if any, for the work of improvement was DeSilva Gates Construction, L.P.

(If no Contractor, insert "NONE.")


- The name and address of the CONSTRUCTION LENDER, if any, is: Treasure Island Development Fund 1, 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: March 11, 2024

Signature of Owner

			Christopher Meany, Vice President of Treasure Island Series 1, LLC


**Verification of Individual 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.

**Verification of Corporation/Partnership/Limited Liability Company Owner**

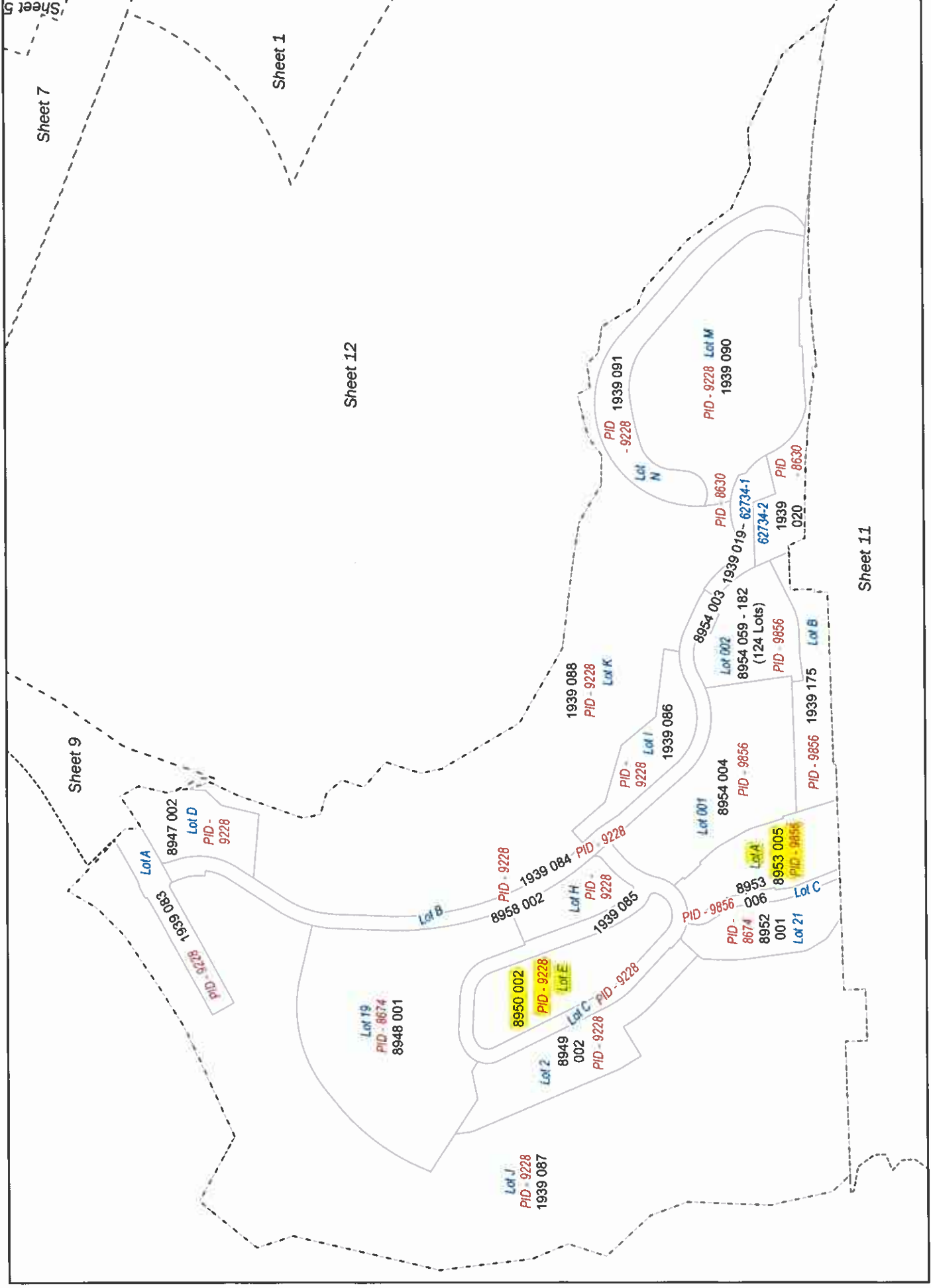
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Vice President of the corporation/partnership/limited liability company identified as owner of the estate or interest in the land described in the notice above; that I make this verification on 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 1, LLC

**Exhibit A**

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



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: 8950-002, 8953-005, 1939-016

Situs:

**OFFER OF IMPROVEMENTS**

TREASURE ISLAND SERIES 1, 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 described in that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, between Offeror, Offeree, and the City and County of San Francisco (“City”), as amended (“PIA”), as “Hilltop Park Improvements” which are more particularly described in Improvement Plans and Specifications prepared by HOOD Design Studio, entitled “Permit Set Yerba Buena Island Hilltop Park” dated August 16, 2021, on file with the City’s Department of Public Works and Offeree, and which are incorporated into the PIA as Exhibit A-1 thereto and “Yerba Buena Island – Hilltop Soil Nail Wall” which are more particularly described in Improvement Plans prepared by Engeo, entitled “Hilltop Park Soil Nail Wall, Construction Documents” dated July 19, 2019, and which are incorporated into the PIA as Exhibit A-1 thereto.

The property where the improvements are located is shown on Exhibit A-1 and A-2 hereto, located in the City.

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.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11 day of March, 2024.

**GRANTOR:**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name:  
Title: Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

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

State of California

County of San Francisco

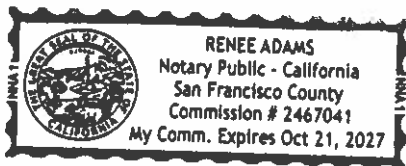
On March 11, 2024 before me, Renee Adams, Notary Public, personally appeared Christopher Meany who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)





**Exhibit A-2**

**Legal Description**

**[Hilltop Park]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E, Lot A and N1.6 as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

**Exhibit A-2**

**Legal Description**

**[Yerba Buena Island – Hilltop Soil Nail Wall]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

## CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

This CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES (this “**Assignment**”) is entered into between TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company (“**TIS1**”) and TREASURE ISLAND DEVELOPMENT AUTHORITY (“**Authority**”) and is dated for reference purposes only as of July 13, 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, TIS1 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 TIS1 (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 TIS1, 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 TIS1 to perform the Repair Obligation (as opposed to the Authority directly pursuing the guarantor of the Warranty), TIS1 may, at its option, enforce the Warranty against the guarantor to address TIS1’s Repair Obligation under such separate agreement concerning the Acquisition Facility. If TIS1 is unable to enforce the Warranty within a reasonable time, then TIS1 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 TIS1 elects to enforce the Warranty, TIS1 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 TIS1 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 TIS1 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 TIS1,

Treasure Island Series 1, 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.

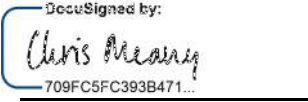
This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California.

Nothing in this Assignment shall be construed in any way to alter, amend or otherwise relieve TIS1 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 13th day of July, 2023.

**TIS1:**

TREASURE ISLAND SERIES 1 LLC,  
a Delaware limited liability company

By:   
Name: Vice President  
Its: \_\_\_\_\_

**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 those certain park improvements referenced in Permit # 21IE-00419 constructed or installed by or on behalf of TIS1 pursuant to the Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official Records, as amended, and the improvement plans and specifications described in Exhibit A-12 therein. The list of facilities delivered to and on file with the City is as follows:

1. Demolition - removal of below-grade, at-grade, and above-grade facilities, and recycling or disposal of waste.
2. Low Pressure Water - including, but not limited to, main pipe, pressure reducing stations, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, fire hydrants, cathodic protection, and tie-ins for onsite and offsite low pressure water supply network intended for domestic use.
3. Recycled Water - including, but not limited to, main pipe, laterals, water meters, water meter boxes, back flow preventers, gate valves, air valves, blowoffs, cathodic protection, and tie-ins for recycled water supply network intended to provide treated wastewater for use in irrigation of parks and landscaping as well as graywater uses within buildings.
4. Storm Drainage System — including, but not limited to, main pipe, laterals, manholes, catch basins, air vents, stormwater treatment facilities, connections to existing systems, headwalls, outfalls, and lift stations for a network intended to convey onsite and offsite separated storm water.
5. Separated Sanitary Sewer — including, but not limited to, main pipe, laterals, manholes, traps, air vents, connections to existing systems, force main pipe and associated valves and cleanouts, and pump and lift stations for a network intended to convey separated sanitary sewage.
6. Joint Trench — including, but not limited to, the electrical substation, installation of primary and secondary conduits, overhead poles, pull boxes, vaults, subsurface enclosures, and anodes, for dry utilities including but not limited to electrical and information systems.
7. Earthwork — including, but not limited to, importation of clean fill materials, clearing and grubbing, slope stabilization, ground improvement, installation of geogrid, surcharging, wick drains, excavation, rock fragmentation, placement of fill, compaction, grading, erosion control, and post—construction stabilization such as hydroseeding.
8. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

9. Highway Ramps, Roadways, Pathways, Curb, and Gutter — including, but not limited to, road subgrade preparation, aggregate base, concrete roadway base, asphalt wearing surface, concrete curb, concrete gutter, medians, colored asphalt and concrete, speed tables, class 1 and 2 bike facilities (e.g., cycle tracks), sawcutting, grinding, conform paving, resurfacing, for onsite and offsite roadways.

10. Streetscape — including, but not limited to, subgrade preparation, aggregate base, sidewalks, pavers, ADA curb ramps with detectable tiles, streetlights, light pole foundations, landscaping, irrigation, street furniture, waste receptacles, newspaper stands, and public art.

11. Parks – including, but not limited to, ground improvement, subgrade preparation, landscaping and trees, aggregate base, sidewalks, pavers, decomposed granite, lighting, irrigation, furniture, decks, fountains, and restrooms.

Name of Contractor: Jensen Landscape Contractor LLC

Date of Contract: 7/6/2021

## CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES

This CONDITIONAL ASSIGNMENT OF WARRANTIES AND GUARANTIES (this “**Assignment**”) is entered into between TREASURE ISLAND SERIES 1, LLC, a Delaware limited liability company (“**TIS1**”) and TREASURE ISLAND DEVELOPMENT AUTHORITY (“**Authority**”) and is dated for reference purposes only as of July 13, 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, TIS1 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 TIS1 (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 TIS1, 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 TIS1 to perform the Repair Obligation (as opposed to the Authority directly pursuing the guarantor of the Warranty), TIS1 may, at its option, enforce the Warranty against the guarantor to address TIS1’s Repair Obligation under such separate agreement concerning the Acquisition Facility. If TIS1 is unable to enforce the Warranty within a reasonable time, then TIS1 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 TIS1 elects to enforce the Warranty, TIS1 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 TIS1 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 TIS1 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 TIS1,

Treasure Island Series 1, 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 TIS1 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 13th day of July, 2023.

**TIS1:**

TREASURE ISLAND SERIES 1 LLC,  
a Delaware limited liability company

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

**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 those certain improvements referenced in **TIDA** Permit 3/11/2020 for Yerba Buena Island Hilltop Soil Nail Wall constructed or installed by or on behalf of TIS1 pursuant to the Public Improvement Agreement (Yerba Buena Island), dated for reference purposes as of March 29, 2018, and recorded as Document No. 2018-K602991 of Official Records. The list of facilities delivered to and on file with the City is as follows:

1. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

Name of Contractor: DeSilva Gates Construction, L.P.

Date of Contract: 3/3/2016



# Fidelity National Title Company

**ISSUING OFFICE:** 100 Pine Street, Suite 2460, San Francisco, CA 94111

March 3, 2024

=addressee=

Order No.: 30114079-991-991-  
KD9

Property Address:                    APN: Lot 2, Block 8950, San Francisco, CA  
Seller:  
Buyer:

We appreciate this opportunity to serve you. Enclosed please find your Policy of Title Insurance. Please call us immediately if you have any questions or concerns.

Sincerely,

Fidelity National Title Company

Escrow Contact:  
Major Accounts OAC  
(415) 276-0220

Title Contact:  
Kevin Davis  
(415) 276-0220  
BayAreaNCS@fnf.com



Fidelity National Title Insurance Company

GUARANTEE NO.: CA-FBDO-IMP-27G9-1-24-30114079

# 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 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.: **30114079-991-991-KD9**

Guarantee No.: **CA-FBDO-IMP-27G9-1-24-30114079**

Amount of Liability: **\$500.00**

Date of Guarantee: **February 1, 2024 at 8:00 AM**

Fee: **\$1,000.00**

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 IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**TRACT ONE:**

Lot A as shown on that certain map entitled "FINAL MAP NO. 9856 – Phase No. 1" recorded July 10, 2020, in Book 1 of final maps at pages 48-63, in the Official Records of San Francisco County.

APN: Lot 5, Block 8953

**TRACT TWO:**

Parcel N1.6 as shown on that certain map entitled "Record of Survey #8630, being a portion of Treasure Island and Yerba Buena Island, City and County of San Francisco, State of California" recorded May 29, 2015, in Book FF of Surveys at pages 62-78, in the Official Records of San Francisco County.

**NOTE: THE LEGAL DESCRIPTION SHOWN AS TRACT TWO ABOVE, 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.**

Lot 16, Block 1939

**TRACT THREE:**

Lot E as shown on that certain map entitled "FINAL MAP NO. 9228" recorded April 19, 2018, in Book 134 of Condominium maps at pages 7-23, in the Official Records of San Francisco County.

Lot 2, Block 8950

## SCHEDULE B

1. Notice of Completion recorded September 11, 2023, Recording No. 2023066063, of Official Records.

Affects: Tract Two



San Francisco Public Works  
General – Director’s Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 210220**

**Recommending the Treasure Island Development Authority (“TIDA”) Board of Directors formally accept certain irrevocable offers of public park and open space improvements associated with the portions of the Yerba Buena Island Hilltop Parks known as “Panorama Park”, “Signal Point”, and any structure or improvements thereon (collectively, “Park Improvements”); dedicating the Park Improvements for public use; and accepting the Park Improvements for TIDA maintenance and liability purposes.**

WHEREAS, The CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“City”), TIDA, a California non-profit public benefit corporation, and TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California Limited liability company (“TICD”), entered into the Public Improvement Agreement (on a portion of Yerba Buena Island), as amended (hereinafter “PIA”) on March 29, 2018;

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

WHEREAS, The public park and open space improvements associated with the portions of the Yerba Buena Island Hilltop Parks known as “Panorama Park”, “Signal Point”, and any structure or improvements thereon (collectively, “Park Improvements”) that are the subject of this Order are located on Treasure Island Development Authority (“TIDA”) real property on Yerba Buena Island within a portion of Lot H of Final Map No. 9228 recorded April 19, 2018 as Document No. 2018-K602992 of the Official Records of the City and County of San Francisco, is identified as public open space in the Treasure Island / Yerba Buena Island Special Use District and associated Design for Development;

WHEREAS, Pursuant to Section 6 of the PIA, TIS1 irrevocably offered the Park Improvements to TIDA as set forth in the Draft Irrevocable Offer of Dedication (“TIS1 Offer”); and

WHEREAS, On March 7, 2024, Public Works completed inspection of the Park Improvements and the City Engineer, by issuance of a Notice of Completion, determined the Park Improvements to be complete in substantial conformity with the approved plans, specifications, and applicable City regulations governing the Park Improvements and further determining that the Park 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, the TIDA Board of Directors may accept park improvements completed by Developer with the approval of the TIDA Board of Directors; and

WHEREAS, In February 2024, the Board of Supervisors approved Ordinance No. 028-24 delegating to the TIDA Board of Directors various powers related to acceptance of public

parks, open space improvements, and any structures thereon that are required as part of development of the Project pursuant to the DDA; and

WHEREAS, The Public Works Director (the “Director”) recommends, and the City Engineer certifies, to the TIDA Board of Directors that the Park Improvements as shown in Street Improvement Permit Nos. 21IE-00419 should be accepted for public use by TIDA. The Director further recommends that the TIDA Board of Directors accept ownership of the Park Improvements, accept Park Improvements for maintenance and liability subject to TIS1’s warranty obligations in the PIA, dedicate the Park Improvements for public use, and designate the Park Improvements for public park and open space purposes; and

WHEREAS, In a letter dated March 4, 2024, the City Planning Department affirmed that acceptance of the Park Improvements and associated actions are, on balance, in conformity with the General Plan and Planning Code Section 101.1 and determined that the actions contemplated by the TIDA Board of Directors comply with the California Environmental Quality Act (California Public Resources Code Sections 21000 et. seq.) (“CEQA”); and

**NOW THEREFORE BE IT ORDERED THAT,**

The Director makes the following recommendations:

The Director recommends that TIDA acknowledge the Planning Department’s General Plan consistency findings and adopt the CEQA determination set forth in the Planning Department letter dated March 4, 2024.

The Director recommends that the TIDA Board of Directors accept the Irrevocable Offer of Improvements to TIDA for the Park Improvements. 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 TIDA Board of Directors dedicate the Park Improvements for public use, designate the Park Improvements for public park and open space purposes.

The Director acknowledges the TIDA Board of Directors’ authority to accept the Park Improvements for TIDA maintenance and liability purposes and that such a decision is a policy matter for TIDA. Should the TIDA Board of Directors take such action, the Director recommends the action be subject to the following:

- a) TIDA’s acceptance of the Park Improvements for maintenance and liability purposes includes only those improvements within the area legally described in Exhibit A of the TIS1 Offer;
- b) The acceptance of the Park Improvements should not obviate, amend, alter, or in any way affect existing maintenance agreements between TIDA and parties to such agreements; and

- c) TIS1's conditional assignment of all warranties and guaranties to TIDA related to the construction of the Park Improvements and its warranty obligations under the PIA.

Attachments:

- 1. Draft T1S1 Offer of Improvements
- 2. Diagram Depicting Location of Park Improvements

X

DocuSigned by:

*Denny Phan*

Phan, Denny C907BA0BD82C4E6...

Acting ITF Manager

X

DocuSigned by:

*Albert Ko*

Ko, Albert J 281DC30E04CF41A...

City Engineer

X

DocuSigned by:

*Carla Short*

073CF73A4EA6486...

Short, Carla

Director of Public Works

Draft T1S1 Offer of Improvements

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: 8950-002, 8953-005, 1939-016

Situs:

**OFFER OF IMPROVEMENTS**

TREASURE ISLAND SERIES 1, 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 described in that certain Public Improvement Agreement for Yerba Buena Island dated as of March 29, 2018, between Offeror, Offeree, and the City and County of San Francisco (“City”), as amended (“PIA”), as “Hilltop Park Improvements” which are more particularly described in Improvement Plans and Specifications prepared by HOOD Design Studio, entitled “Permit Set Yerba Buena Island Hilltop Park” dated August 16, 2021, on file with the City’s Department of Public Works and Offeree, and which are incorporated into the PIA as Exhibit A-1 thereto and “Yerba Buena Island – Hilltop Soil Nail Wall” which are more particularly described in Improvement Plans prepared by Engeo, entitled “Hilltop Park Soil Nail Wall, Construction Documents” dated July 19, 2019, and which are incorporated into the PIA as Exhibit A-1 thereto.

The property where the improvements are located is shown on Exhibit A-1 and A-2 hereto, located in the City.

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.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2024.

**GRANTOR:**

TREASURE ISLAND SERIES 1, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory



**NOTARY ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**Exhibit A-2**

**Legal Description**

**[Hilltop Park]**

All that certain real property situates in the City and County of San Francisco, State of California, being Lot E, Lot A and N1.6 as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

**Exhibit A-2**

**Legal Description**

**[Yerba Buena Island – Hilltop Soil Nail Wall]**

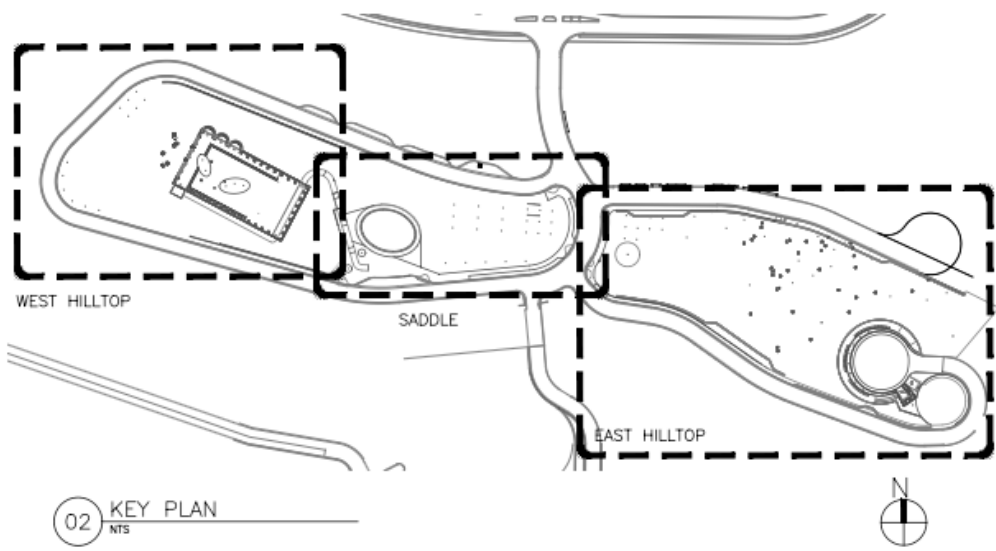
All that certain real property situates in the City and County of San Francisco, State of California, being Lot E as shown on that certain Final Map No. 9228, recorded on April 19, 2018, as Document No. 2018-K602992, Official Records of said County.

Diagram Depicting Location of Park Improvements



01 SITE CONTEXT  
NTS

YERBA BUENA ISLAND  
**HILLTOP PARK**



02 KEY PLAN  
NTS



**Patrick Rivera, PE, Acting Bureau Manager** | Bureau of Project Management  
patrick.rivera@sfdpw.org | T. 628.271.2456 | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

---

Infrastructure Task Force

---

September 21<sup>st</sup>, 2023

Bob Beck  
Treasure Island Development Authority  
One Avenue of the Palms, Suite 241  
San Francisco, CA 94130  
Via Email: [bob.beck@sfgov.org](mailto:bob.beck@sfgov.org),

RE: **Determination of Asset Readiness**  
Yerba Buena Island - Hilltop Soil Nail Wall  
(TIDA Permit Dated 3/11/20)

Dear Mr. Beck,

Public Works hereby issues this Determination of Asset Readiness (which shall serve as the Certificate of Conformity) for the Yerba Buena Island Hilltop Park Soil Nail Wall, as detailed and permitted through TIDA Permit Dated 3/11/20, and confirms that the work is completed in substantial conformity to the approved plans and specifications and applicable City regulations and is ready for its intended use.

The permit scope of work performed within the limits shown in Exhibit 1 of TIDG's request letter (dated 8/16/23) and the associated supporting completion documentation has been reviewed by Public Works Bureau of Construction Management (BCM) and deemed complete on 9/21/23.

Public Works recommends that TIDA issue a determination of completeness and close the TIDA Permit Dated 3/11/20.

Thank you,

A handwritten signature in blue ink that reads "DPhan".

Denny Phan, PE  
Project Manager  
Infrastructure Task Force

Cc: John Thomas, John Kwong (ITF); Raymond Woo, Ben Leung, Jeff Khou (BCM);  
AnMarie Rodgers, Wei Zhang (TIDA)  
Sean Brown, Mikael Calando, Chris Holmquist, Charles Shin (TIDG)

Attachments: TIDG NOC Request Letter to TIDA (8/16/23); PW BCM DOC Completeness Survey (9/21/23),  
TIDA Permit Dated 3/11/20

TREASURE ISLAND  
DEVELOPMENT GROUP

8/16/23

Mr. Robert Beck  
Treasure Island Development Agency (TIDA)  
City & County of San Francisco  
1 Ave of the Palms  
San Francisco, CA

**Re: Request for Notice of Completion; Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020)**

Dear Director Beck:

By this letter, Treasure Island Series 1, LLC (TIS1), hereby formally requests issuance of a Notice of Completion (NOC) pertaining to the components of the Hilltop Park Soil Nail Wall - TIDA Permit issued 3/20/2020 (attached as Exhibit 1 and Exhibit 2 hereto).

TIDA considers that asset as permanent and requested an NOC process to be followed. As such, TIS1 encloses the following materials herewith to facilitate issuance of the requested Notice of Completion:

- Geotechnical Engineer/Engineer of Record Completion Letter
- As-Built Plan Approval
- Notice of Completion (to be recorded after City approval)
- Test Reports
- RFIs
- Submittals

These materials are listed out in the NOC checklist (Exhibit 3 hereto).

Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020) is ready for its 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/or Public Works or other City personnel to schedule any necessary inspections.

Please do not hesitate to contact Chris Holmquist, Director of Infrastructure, at [Chris.Holmquist@tisf.com](mailto:Chris.Holmquist@tisf.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 1, LLC

cc: Denny Phan, SFPW  
Wei Zhang, TIDA  
Elizabeth Hirshchorn, TIDA  
John Kwong, SFPW

Raymond Woo, SFPW  
Charles Shin TIDG

Exhibit 1

**Hilltop Park Soil Nail Wall (TIDA Permit 3/20/2020)**

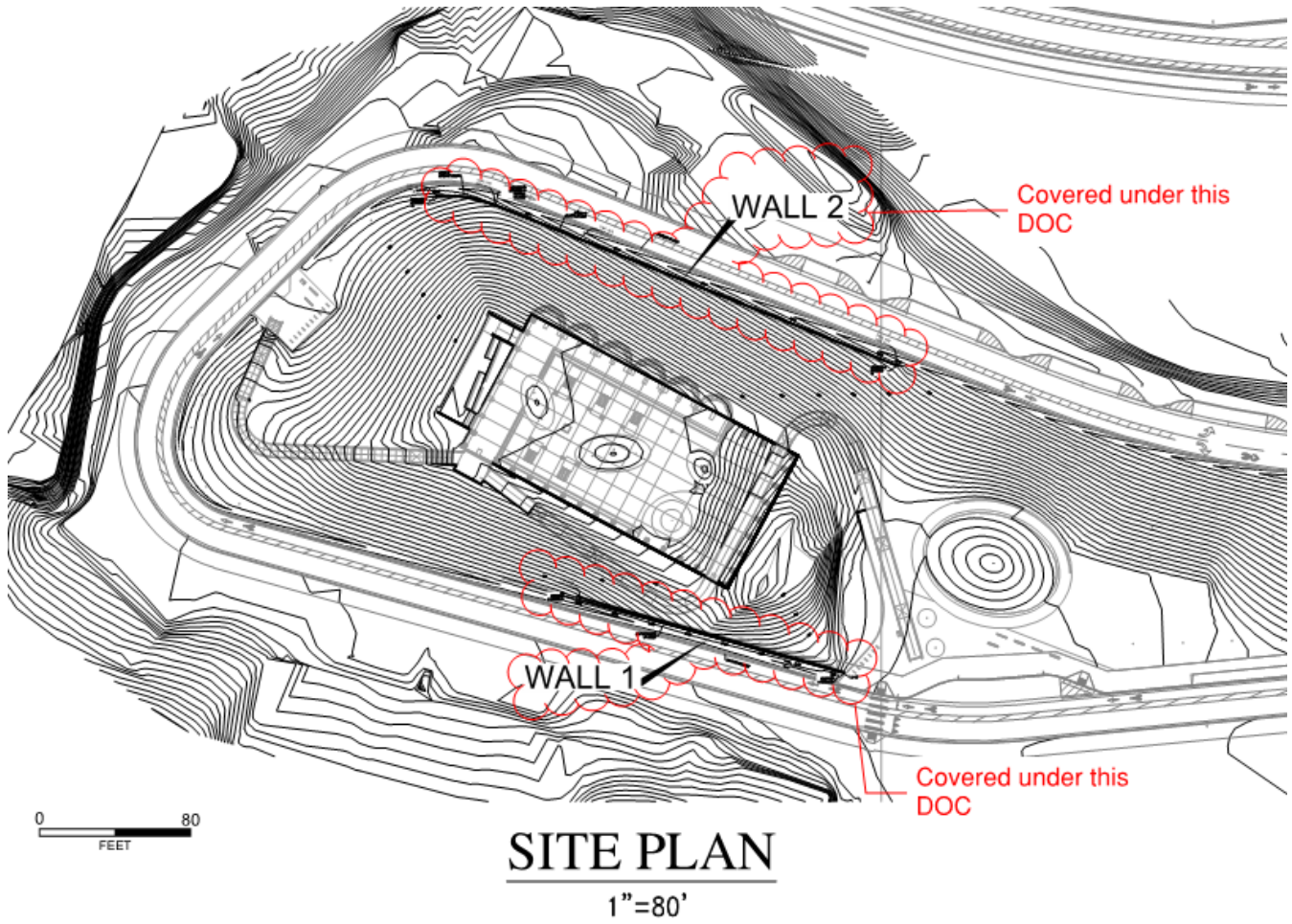


Exhibit 2

**Acquisition Facilities**

The facilities include the Hilltop Park Soil Nail Wall (TIDA Permit issued 3/20/2020) constructed or installed by or on behalf of TIS1. The list of facilities delivered to and on file with the City is as follows:

1. Retaining Walls — including, but not limited to, excavation, foundations, construction of retaining walls, subdrainage, and backfilling.

Name of Contractor: DeSilva Gates Construction, L.P., a California limited partnership

Date of Contract: 3/3/2016



Exhibit 3

**NOC Checklist**



Edward Yee, Acting Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

Hilltop Soil Nail Wall  
 TIDA Permit Dated March 13, 2020  
 DETERMINATION OF COMPLETENESS SURVEY  
 Dropbox link:  
<https://www.dropbox.com/sc/fo/63d9mvcwn7vmg4aae0ola/h?rlkey=ou297k12s81xd1znv3t9hb0vs&dl=1>

Updated: 7/14/2023

Items	Reference No.	Transmittal/ Test Date	Approved Y/N?	Purposes/Comments	TIDG response
<b>DOC request prepared and submitted by Developer</b>					
Official DOC Request from Developer				7/14/2023: DOC request letter from developer has not been provided.	See attached DOC Letter
<b>Certificate of conformance prepared and submitted by Developer and Consultants</b>					
Engineer of Record	Completion Letters	4/26/2023	Y	7/14/2023: Signed EOR letter, dated 8/29/2023, provided by EOR.	
Geotech Engineer of Record Letter of Completion	Completion Letters	4/26/2023	Y	7/14/2023: Signed GEOR letter, dated 8/29/2023, provided by GEOR.	
Geotech Engineer Special Inspection Report	Final Report	4/26/2023	Y	7/14/2023: Signed Special Inspections report provided by the GEOR/EOR.	
Instruction Bulletins	N/A	N/A	N/A	7/14/2023: No known IB's issued for this project.	
RFIs	RFI's	4/26/2023		7/14/2023: (3) RFI's provided (379, 385, 455). Confirm (and add) if the following RFI's are related: RFI 437, 559, 648, 710.	The RFI's listed are not part of Hilltop SNW. They are Macalla and WTS SNW, not Hilltop
Submittals	Submittals	4/26/2023		7/14/2023: (3) Submittals provided (494, 494.1, 715.1); submittal 191.1 has been included for record. - Provide shop drawings submittal for soil nails.	Shop drawings have now been added. Refer to Folder "Hilltop Soil Nail Wall\Reponse to comments".
Record Drawings (As-Builts)	Final Report	4/26/2023		7/14/2023: As-Built drawings have been provided in the Final Report. - As-Built set is missing cover page - As-Built set should be stamped as As-Builts - Confirm changes from any additional RFI's are included.	As-builts have been modified to include the cover page and added the as-built stamp. All relevant RFI's have been incorporated. Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
Record Drawings - ACAD files				7/14/2023: No ACAD files provided.	ACAD drawings have now been added. Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
O&M Manuals / Vendors Info	N/A	N/A	N/A	7/14/2023: No O&M Manuals for project.	
Spare Parts	N/A	N/A	N/A	7/14/2023: No spare parts for project.	
Warranties	N/A	N/A	N/A	7/14/2023: No warranty letter provided; warranties per PIA will automatically begin at NOC.	
<b>Project Punch Lists prepared by Developer/CM, Contractors and SFPW- BCM</b>					
Final Punchlist	N/A	N/A	N/A	7/14/2023: GEOR letter has been provided stating that no punch list was required for this project.	
NCRs	N/A	N/A	N/A	7/14/2023: No NCR's issued for this permit.	
<b>Q/A &amp; Q/C Test Reports (Developer's CM to procur and submit to BCM)</b>					
Compressive Strength	Final Report	4/26/2023	Y	7/14/2023: Compressive strength testing for SNW grout and shotcrete provided. All test results are pass.	
Soil Nail Load	Final Report	4/26/2023	Y	7/14/2023: Soil nail load tests provided. All tests results are pass. (Wall 1: 5 proof, 3 verification; Wall 2: 7 proof, 2 verification) Note the quantity is different that what mentioned on ENGEO letter.	Final report has been adjstued accordingly. Refer to Folder Hilltop Soil Nail Wall\Reponse to comments
<b>City Agency Sign-off Acceptance - BCM to procur</b>					
BSM	N/A	N/A	N/A	N/A - This is a TIDA permit.	
DBI	N/A	N/A	N/A	N/A - This is a TIDA permit.	
TIDA				Placeholder: include date during TIDA approval.	
<b>Outside Agency Sign-Off Acceptance (Developer's CM to prepare)</b>					
CalTrans	N/A	N/A	N/A		
Coast Guard	N/A	N/A	N/A		
CTA	N/A	N/A	N/A		
Others	N/A	N/A	N/A		
<b>Utility Company and Outside Agency Sign-off Acceptance (Developer's CM to prepare)</b>					
AT&T	N/A	N/A	N/A		
MCI	N/A	N/A	N/A		
PG&E - Electrical AIC	N/A	N/A	N/A		
PG&E - Electrical	N/A	N/A	N/A		
PG&E - Gas	N/A	N/A	N/A		
RCN	N/A	N/A	N/A		
Others	N/A	N/A	N/A		
<b>Component Completion - For the use of tracking payment of completed trade scopes and reimbursement requests</b>					
Misc Precon. Prep.& Demo.	N/A	N/A	N/A		
AWSS	N/A	N/A	N/A		
Storm Drain	N/A	N/A	N/A		
Sanitary Sewer	N/A	N/A	N/A		
Low Pressure Water	N/A	N/A	N/A		
Reclaimed Water	N/A	N/A	N/A		
Joint Trench	N/A	N/A	N/A		
Curb and Gutter	N/A	N/A	N/A		
Street Section	N/A	N/A	N/A		
Sidewalk	N/A	N/A	N/A		
Street Furnishing	N/A	N/A	N/A		



Edward Yee, Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

**Hilltop Soil Nail Wall  
 TIDA Permit Dated March 13, 2020  
 DETERMINATION OF COMPLETENESS SURVEY**

**Updated: 9/20/2023**

Items	Reference No.	Transmittal/ Test Date	Approved Y/N?	Purposes/Comments
<b>DOC request prepared and submitted by Developer</b>				
Official DOC Request from Developer	Reponse to comments	9/20/2023	Y	7/14/2023: DOC request letter from developer has not been provided. 9/20/2023: Letter provided
<b>Certificate of conformance prepared and submitted by Developer and Consultants</b>				
Engineer of Record	Completion Letters	4/26/2023	Y	7/14/2023: Signed EOR letter, dated 8/29/2023, provided by EOR.
Geotech Engineer of Record Letter of Completion	Completion Letters	4/26/2023	Y	7/14/2023: Signed GEOR letter, dated 8/29/2023, provided by GEOR.
Geotech Engineer Special Inspection Report	Final Report	4/26/2023	Y	7/14/2023: Signed Special Inspections report provided by the GEOR/EOR.
Instruction Bulletins	N/A	N/A	N/A	7/14/2023: No known IB's issued for this project.
RFIs	RFI's	4/26/2023	Y	7/14/2023: (3) RFI's provided (379, 385, 455). Confirm (and add) if the following RFI's are related: RFI 437, 559, 648, 710. 9/20/2023: Confirmed with TIDG that only RFI 379. 385 and 455 are related. No issues.
Submittals	Submittals	4/26/2023	Y	7/14/2023: (3) Submittals provided (494, 494.1, 715.1); submittal 191.1 has been included for record. - Provide shop drawings submittal for soil nails. 9/20/2023: Refer to record drawings for soil nail details. No issues.
Record Drawings (As-Builts)	Reponse to comments	4/26/2023	Y	7/14/2023: As-Built drawings have been provided in the Final Report. - As-Built set is missing cover page - As-Built set should be stamped as As-Builts - Confirm changes from any additional RFI's are included. 9/20/2023: No issues. Comments can be closed.
Record Drawings - ACAD files	Reponse to comments	9/20/2023	Y	7/14/2023: No ACAD files provided. 9/20/2023: ACAD files provided
O&M Manuals / Vendors Info	N/A	N/A	N/A	7/14/2023: No O&M Manuals for project.
Spare Parts	N/A	N/A	N/A	7/14/2023: No spare parts for project.
Warranties	N/A	N/A	N/A	7/14/2023: No warranty letter provided; warranties per PIA will automatically begin at NOC.
<b>Project Punch Lists prepared by Developer/CM, Contractors and SFPW- BCM</b>				
Final Punchlist	N/A	N/A	N/A	7/14/2023: GEOR letter has been provided stating that no punch list was required for this project.
NCRs	N/A	N/A	N/A	7/14/2023: No NCR's issued for this permit.
<b>Q/A &amp; Q/C Test Reports (Developer's CM to procur and submit to BCM)</b>				
Compressive Strength	Final Report	4/26/2023	Y	7/14/2023: Compressive strength testing for SNW grout and shotcrete provided. All test results are pass.

Ben Leung  
 City Representative

Signature

9/21/2023

Date



Edward Yee, Bureau Manager | Bureau of Construction Management  
 ed.yee@sfdpw.org | 49 South Van Ness Ave. 7th Floor, San Francisco, CA 94103

Soil Nail Load	Final Report	4/26/2023	Y	7/14/2023: Soil nail load tests provided. All tests results are pass. (Wall 1: 5 proof, 3 verification; Wall 2: 7 proof, 2 verification) Note the quantity is different that what mentioned on ENGEO letter. 9/20/2023: Revised letter matches the test numbers.
<b>City Agency Sign-off Acceptance - BCM to procur</b>				
BSM	N/A	N/A	N/A	N/A - This is a TIDA permit.
DBI	N/A	N/A	N/A	N/A - This is a TIDA permit.
TIDA				Placeholder: include date during TIDA approval.
<b>Outside Agency Sign-Off Acceptance (Developer's CM to prepare)</b>				
CalTrans	N/A	N/A	N/A	
Coast Guard	N/A	N/A	N/A	
CTA	N/A	N/A	N/A	
Others	N/A	N/A	N/A	
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AT&T	N/A	N/A	N/A	
MCI	N/A	N/A	N/A	
PG&E - Electrical AIC	N/A	N/A	N/A	
PG&E - Electrical	N/A	N/A	N/A	
PG&E - Gas	N/A	N/A	N/A	
RCN	N/A	N/A	N/A	
Others	N/A	N/A	N/A	
<b>Component Completion - For the use of tracking payment of completed trade scopes and reimbursement requests</b>				
Misc Precon. Prep.& Demo.	N/A	N/A	N/A	
AWSS	N/A	N/A	N/A	
Storm Drain	N/A	N/A	N/A	
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Reclaimed Water	N/A	N/A	N/A	
Joint Trench	N/A	N/A	N/A	
Curb and Gutter	N/A	N/A	N/A	
Street Section	N/A	N/A	N/A	
Sidewalk	N/A	N/A	N/A	
Street Furnishing	N/A	N/A	N/A	
Landscaping & Irrigation	N/A	N/A	N/A	
Street Lighting	N/A	N/A	N/A	
Natural Gas Lines	N/A	N/A	N/A	
ACWS/Road Base	N/A	N/A	N/A	

Ben Leung  
 City Representative

Signature  Date 9/21/2023

CITY & COUNTY OF SAN FRANCISCO



ROBERT BECK  
TREASURE ISLAND DIRECTOR

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

TO: Pamela Nieting, Treasure Island Development Group ("TIDG")  
FROM: Robert P. Beck, Director, Treasure Island Development Authority ("TIDA")  
DATE: March 11, 2020  
RE: Yerba Buena Island – Hilltop Park Soil Nail Wall - Approval

---

Treasure Island Development Authority (TIDA) has received the submittal for Yerba Buena Island – Hilltop Park Soil Nail Wall Plans from the Master Developer, Treasure Island Community Development, Inc. (TICD). We have also confirmation from DPW Infrastructure Task Force (Task Force) that all design comments from DPW structural engineer have been addressed. We have also received confirmation from San Francisco Water Department that their concerns and comments have been addressed as well.

Based on our review of the plans and confirmation from DPW, TIDA approves the construction plans submittal related to this scope.

A handwritten signature in blue ink, appearing to read "R. Beck", written over a horizontal line.

Robert P. Beck, Director  
Treasure Island Development Authority

Attachments:

Attachment 1 –DPW Task Force confirmation dated March 4 2020  
Attachment 2 – CDD confirmation dated November 19, 2019



## Zhang, Weihua (ADM)

---

**From:** Batelaan, Brandy <BBatelaan@sfgwater.org>  
**Sent:** Tuesday, November 19, 2019 4:16 PM  
**To:** Brian Scott; 'Pamela Nieting'; Viviana Cardenas; Justin Fredericks; 'Mario Zilli'; Cuong Tran; Ramirez, Jaime (PUC); Bobby Cabling; DBI-StefanosPapadopoulos; Cuong Tran; Jesse Capilitan; Pete Mckean; Zhang, Weihua (ADM)  
**Cc:** Paul Roberts; Charles Shin; Joe Antonio; Steve Gallagher  
**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

Hi Brian,

CDD has no further comment on the drawing provided.

Just want to clarify – CDD will perform the relocation of the water main (plumbing work only, upon TIDA approval). Contractor to excavate, provide shoring, provide steel plates/Styrofoam, clean sand backfill, and all other associated work concerning excavation and restoration. All work shall be constructed in accordance with the current version of SFPUC Standard Plans & Specifications for Water Main Installation on the SFPUC website.

Thank you,  
Brandy

### **Brandy Batelaan, P.E.**

San Francisco Public Utilities Commission | Water Enterprise  
City Distribution Division  
415.550.4918 Office  
415.792.2679 Cell

---

**From:** Brian Scott <BScott@BKF.com>  
**Sent:** Tuesday, November 19, 2019 11:19 AM  
**To:** Batelaan, Brandy <BBatelaan@sfgwater.org>; 'Pamela Nieting' <Pamela.Nieting@tidgsf.com>; Viviana Cardenas <vcardenas@desilvagates.com>; Justin Fredericks <jfredericks@desilvagates.com>; 'Mario Zilli' <mario\_zilli@tmi-cm.com>; Cuong Tran <ctran@bkf.com>; Ramirez, Jaime <JRamirez@sfgwater.org>; Bobby Cabling <bcabling@smithemerysf.com>; Stefanos Papadopoulos <spapadopoulos@engeo.com>; Cuong Tran <ctran@bkf.com>; Jesse Capilitan <jesse\_capilitan@tmi-cm.com>; Pete Mckean <pete\_mckean@tmi-cm.com>; Zhang, Weihua (ADM) <weihua.zhang@sfgov.org>  
**Cc:** Paul Roberts <Paul.Roberts@tidgsf.com>; Charles Shin <Charles.Shin@tidgsf.com>; Joe Antonio <JAntonio@wilsonmeany.com>; Steve Gallagher <Steve.Gallagher@tidgsf.com>  
**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brandy,  
Attached is the updated plan for your approval.

**BRIAN SCOTT, PE**

Principal/Vice President

**BKF ENGINEERS** Delivering Inspired Infrastructure  
255 Shoreline Drive, Suite 200, Redwood City, CA 94065  
d 650.482.6335 m 650.619.6031 [bscott@bkf.com](mailto:bscott@bkf.com)

**From:** Batelaan, Brandy <[BBatelaan@sflower.org](mailto:BBatelaan@sflower.org)>

**Sent:** Tuesday, November 19, 2019 10:05 AM

**To:** Brian Scott <[BScott@BKF.com](mailto:BScott@BKF.com)>; 'Pamela Nieting' <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Viviana Cardenas <[vcardenas@desilvagates.com](mailto:vcardenas@desilvagates.com)>; Justin Fredericks <[jfredericks@desilvagates.com](mailto:jfredericks@desilvagates.com)>; 'Mario Zilli' <[mario\\_zilli@tmi-cm.com](mailto:mario_zilli@tmi-cm.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Ramirez, Jaime <[JRamirez@sflower.org](mailto:JRamirez@sflower.org)>; Bobby Cabling <[bcabling@smithemerysf.com](mailto:bcabling@smithemerysf.com)>; Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Jesse Capilitan <[jesse\\_capilitan@tmi-cm.com](mailto:jesse_capilitan@tmi-cm.com)>; Pete Mckean <[pete\\_mckean@tmi-cm.com](mailto:pete_mckean@tmi-cm.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>

**Cc:** Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Charles Shin <[Charles.Shin@tidgsf.com](mailto:Charles.Shin@tidgsf.com)>; Joe Antonio <[JAntonio@wilsonmeany.com](mailto:JAntonio@wilsonmeany.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>

**Subject:** RE: YBI - 2MG Tank Feed Line Relocation

Hi Brian,

Use this version, added the Styrofoam between wall and pipe.

Thank you,  
Brandy

**From:** Brian Scott <[BScott@BKF.com](mailto:BScott@BKF.com)>

**Sent:** Thursday, November 14, 2019 2:58 PM

**To:** 'Pamela Nieting' <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Batelaan, Brandy <[BBatelaan@sflower.org](mailto:BBatelaan@sflower.org)>; Viviana Cardenas <[vcardenas@desilvagates.com](mailto:vcardenas@desilvagates.com)>; Justin Fredericks <[jfredericks@desilvagates.com](mailto:jfredericks@desilvagates.com)>; 'Mario Zilli' <[mario\\_zilli@tmi-cm.com](mailto:mario_zilli@tmi-cm.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Ramirez, Jaime <[JRamirez@sflower.org](mailto:JRamirez@sflower.org)>; Bobby Cabling <[bcabling@smithemerysf.com](mailto:bcabling@smithemerysf.com)>; Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Cuong Tran <[ctran@bkf.com](mailto:ctran@bkf.com)>; Jesse Capilitan <[jesse\\_capilitan@tmi-cm.com](mailto:jesse_capilitan@tmi-cm.com)>; Pete Mckean <[pete\\_mckean@tmi-cm.com](mailto:pete_mckean@tmi-cm.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>

**Cc:** Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Charles Shin <[Charles.Shin@tidgsf.com](mailto:Charles.Shin@tidgsf.com)>; Joe Antonio <[JAntonio@wilsonmeany.com](mailto:JAntonio@wilsonmeany.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>

**Subject:** YBI - 2MG Tank Feed Line Relocation

**CAUTION:** This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brandy,

Per our meeting yesterday, attached is the revised plan showing the temporary relocation of the 12" feed line to the 2MG tank. The section of line behind the retaining will be within a steel sleeve centered between two rows of soil nails. We provided a section view of this condition to show clearances between the sleeve and nails.

Please review and let us know if you have any questions.

**BRIAN SCOTT, PE**

Principal/Vice President

**BKF ENGINEERS** Delivering Inspired Infrastructure  
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## Zhang, Weihua (ADM)

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**From:** Kwong, John (DPW)  
**Sent:** Wednesday, March 4, 2020 4:51 PM  
**To:** Zhang, Weihua (ADM)  
**Cc:** Pamela Nieting; Huff, Nicolas (DPW); Thomas, John (DPW); DPW-ITF  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Wei,

Per email from Raymond Lui, Structural Section Manager for SFPW. SFPW-ITF is providing affirmative clearance for the proposed soil nail wall on YBI to TIDA in the process of TIDA's permit.

Should you have any questions, please do not hesitate in contacting me.



**John Kwong, P.E.**  
Engineer, Infrastructure Task Force

Project Management and Construction | San Francisco Public Works | City and County of San Francisco  
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**From:** Lui, Raymond (DPW) <Raymond.Lui@sfdpw.org>  
**Sent:** Wednesday, March 4, 2020 3:38 PM  
**To:** DBI-StefanosPapadopoulos <spapadopoulos@engeo.com>  
**Cc:** Kwong, John (DPW) <John.Kwong@sfdpw.org>; Baradaran, Reza (DPW) <Reza.Baradaran@sfdpw.org>; Ian McCreery <imccreery@engeo.com>; Pamela Nieting <Pamela.Nieting@tidgsf.com>; Paul Roberts <Paul.Roberts@tidgsf.com>; Zhang, Weihua (ADM) <weihua.zhang@sfgov.org>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

Stefanos,  
Thank you for the revised calculations. They appear adequate.

John,  
We have no further comments regarding this soil nail wall.



**Raymond Lui, S.E.**  
Structural Engineering Section Manager

Bureau of Engineering | San Francisco Public Works | City and County of San Francisco  
30 Van Ness Avenue, 5<sup>th</sup> Floor | San Francisco, CA 94102 | (415) 558-4585 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

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**From:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Sent:** Monday, March 02, 2020 9:18 AM  
**To:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Cc:** Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>; Baradaran, Reza (DPW) <[Reza.Baradaran@sfdpw.org](mailto:Reza.Baradaran@sfdpw.org)>; Ian McCreery <[imccreery@engeo.com](mailto:imccreery@engeo.com)>; Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

Ray- thanks for your review and feedback on the soil nail wall calculations.  
We rerun the calculation per your recommendation, and there are no changes to the soil nail wall design.

We updated the calculations for the punching shear capacity of the initial facing and as you indicated there are no design changes since the input is conservative

Also, we corrected the calculations for the punching shear capacity of the final facing. The capacity is reduced, however we calculated 11.5 kips and 15.3 kips for the static and seismic loading scenarios, respectively, as opposed to the 11.3-kips and 15.3-kip values you calculated. We believe this is due to a rounding error, however, we also provide backup SNAILZ calculations (separate PDF) using your values. The backup calculations indicate the factor of safety for the final facing is still sufficient for your numbers.

With the response to the subject review comment, there are no more pending review comments for the Hilltop soil nail wall design.

Thank you,  
Stefanos

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**From:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Sent:** Saturday, February 22, 2020 11:35 AM  
**To:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Cc:** Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>; Baradaran, Reza (DPW) <[Reza.Baradaran@sfdpw.org](mailto:Reza.Baradaran@sfdpw.org)>  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Stefanos,

Thank you for the revised calculations. I have checked with Reza regarding the soil parameters and he indicates that they appear adequate.

However, in looking at the capacity of the soil nails, there appears to be an error in the calculations. For both the initial facing and the final facing, it appears that the punching shear governs the capacity of the soil nails.

For the initial facing, the punching shear calculation uses the welded studs for development of the punching shear critical plane. This cannot be. The punching shear calculation should be developed based on the surface area of the anchor plate. Despite this error, it appears that the punching shear capacity will be higher than what has been shown in your calculations. Therefore, it appears that the initial facing is adequate.

On the other hand, the error in the punching shear calculation for the final facing is unconservative. The calculation of  $h_c$  should be  $L_s + t_p + t_{SH} = 3 + 0.75 - 0.312 = 3.438$  inches, not 3.75 inches as shown in your calculation on page 11. This reduces the nominal punching shear strength to 16.9 kips compared to the 20 kips shown in your calculation. As a result, the nail force is reduced to 11.3 kips for static and 15.2 kips for seismic load cases.

Please review and revise calculations and details as required.

My apologies for not noticing this previously.



Raymond Lui, S.E.  
Structural Engineering Section Manager

Bureau of Engineering | San Francisco Public Works | City and County of San Francisco  
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**From:** Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>  
**Sent:** Wednesday, February 12, 2020 1:54 PM  
**To:** DBI-StefanosPapadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Cc:** Zhang, Weihua (ADM) <[weihua.zhang@sfgov.org](mailto:weihua.zhang@sfgov.org)>; Kwong, John (DPW) <[John.Kwong@sfdpw.org](mailto:John.Kwong@sfdpw.org)>  
**Subject:** RE: YBI Soil Nail Walls Response to Comments

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Thank you Stefanos and thank you so much Ray for all your time spent expediting this review!

Wei – per our conversation just now would you please release us to proceed with the initial 4-inch concrete face? We understand that there is a pending final comment for the final 6-inch concrete face so once that gets resolved between Stefanos and Ray, TIDA can then issue the final approval letter.

Please let me know if there are any questions and thank you again team.

-Pam

Pamela Salas Nieting  
[pamela.nieting@tidgsf.com](mailto:pamela.nieting@tidgsf.com)  
415-635-7105

Treasure Island Development Group

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**From:** Stefanos Papadopoulos <[spapadopoulos@engeo.com](mailto:spapadopoulos@engeo.com)>  
**Sent:** Wednesday, February 12, 2020 11:56 AM  
**To:** Pamela Nieting <[Pamela.Nieting@tidgsf.com](mailto:Pamela.Nieting@tidgsf.com)>; Steve Gallagher <[Steve.Gallagher@tidgsf.com](mailto:Steve.Gallagher@tidgsf.com)>; Paul Roberts <[Paul.Roberts@tidgsf.com](mailto:Paul.Roberts@tidgsf.com)>; Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>  
**Subject:** FW: YBI Soil Nail Walls Response to Comments

Hi Pamela,

As I discussed with you, Ray and I have been communicating directly regarding the review of the YBI Hilltop Park soil nail wall design.

Ray completed his review of the calculation back-up we provided last week, and he is ok with the design of the soil wall nails and the initial 4" shotcrete face.

However, he had a pending comment regarding the final 6" shotcrete face. Yesterday, we provided to Ray supplemental information for the final shotcrete face, attached.

It is my understand that Ray will complete the review of the attached information in the next couple of days.

Thank you,

Stefanos

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**From:** Stefanos Papadopoulos

**Sent:** Tuesday, February 11, 2020 4:52 PM

**To:** Lui, Raymond (DPW) <[Raymond.Lui@sfdpw.org](mailto:Raymond.Lui@sfdpw.org)>

**Cc:** Ian McCreery <[imccreery@engeo.com](mailto:imccreery@engeo.com)>

**Subject:** YBI Soil Nail Walls Response to Comments

Hi Ray,

I have attached the revised calculation package and the wall profiles showing the sand rock contact.

I'll follow up with a call.

Thank you,

Stefanos

**Stefanos Papadopoulos, GE**



**-Expect Excellence-**

500 Sansome Street, Suite 402

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# GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

March 4, 2024

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

**Project Title:** “Panorama Park” and “Signal Point” Yerba Buena Island – Acceptance of Public Improvements  
**Assessor’s Blocks(s)/Lot(s):** 1939/016; 8950/002; and 8953/005  
**Design Review Approval No.(s):** 2007.0903BEMRTUWZ  
**Zoning District(s):** Public (P); Yerba Buena Island Residential (YBI-R); and Yerba Buena Island Open Space (YBI-OS) Zoning Districts; 35-Low Rise YBI; USCG/Caltrans; 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 for “Panorama Park” and “Signal Point” (formerly named “Hilltop Park”) located on the following Assessor’s Blocks/Lots: 1939/016; 8950/002; and 8953/005. 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 August 18 2021, under Permit No. 21IE-00419; and
- General Excavation Permit for construction of Sugimoto Sculpture, approved by Public Works Street Use and Mapping on October 7, 2022, under Permit No. 22E-00652.

On April 21, 2011, the San Francisco Planning Commission issued a series of approvals for the Treasure Island/Yerba 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 TIDA Board acceptance of park and/or open space improvements and finds them consistent with the Planning Commission’s

approvals. Therefore, the Planning Department Staff finds that the TIDA Board actions, including those approval actions that the Board of Supervisors delegated to the TIDA Board in Ordinance No. 28-24, 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 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