

**RECORDING REQUESTED BY:**

**And when recorded, mail this deed and, unless otherwise shown below, mail tax statements to:**

Treasure Island Development Authority  
City and County of San Francisco  
City Hall, Room 448  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Treasure Island Project Director

**RECORDER STAMP**

**SHORT FORM NOTICE**  
**OF**  
**AGREEMENT**

**THIS SHORT FORM NOTICE OF AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”), between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the “Navy”), and the **TREASURE ISLAND DEVELOPMENT AUTHORITY**, a California non-profit public benefit corporation (“Authority”), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense with respect to the disposition and conveyance of portions of Naval Station Treasure Island, San Francisco, California. The Navy and the Authority are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

**WHEREAS:**

1. In 1993, the Defense Base Closure and Realignment Commission recommended the closure of Naval Station Treasure Island (“Treasure Island”), located within the City and County of San Francisco (“City”), which consists of approximately one thousand one hundred and eighty-seven (1,187) acres of real property, together with the buildings, improvements and related and other tangible personal property located thereon and all rights, easements and appurtenances thereto.

2. In accordance with the Defense Base Closure and Realignment Act of 1990, as amended (the “Act”), the authority of the Administrator of General Services under the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 541 et seq.), with respect to the disposal of surplus real property at installations closing thereunder, was delegated to the Secretary of Defense and further delegated to the Secretary of the Navy.

3. Pursuant to the power and authority provided by §2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. § 2687 note, as amended, and the implementing regulations of the Department of Defense (32 C.F.R. Part 174), the Secretary of the Navy is authorized to convey surplus property at a closing installation to the Local Redevelopment Authority for economic development purposes.

4. In accordance with the Act and the terms set forth in the *Economic Development Conveyance Memorandum of Agreement Between the United States of America, acting by and through the Department of the Navy, and the Treasure Island Development Authority for the Conveyance of the Naval Station Treasure Island*, dated \_\_\_\_\_, 2012 (“Agreement”), the Navy agreed to convey and the Authority agreed to acquire portions of Treasure Island, as more particularly described in Exhibit A attached hereto and made a part hereof;

5. The Parties agree to this Short Form Notice, which is to be recorded in order that third parties may have notice of the existence of the Agreement and the rights of the Authority under the Agreement.

#### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, the execution and delivery of the Agreement by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state and agree as follows:

1. The Parties have executed and delivered the Agreement. Copies of the Agreement are being held by both Parties at their respective addresses.

2. The conveyance of the Property from the Navy to the Authority will be on the terms and conditions set forth in the Agreement.

3. All of the terms, conditions, definitions, provisions and covenants of the Agreement are incorporated in this Short Form Notice by reference as though written out at length herein and the Agreement and this Short Form Notice shall be deemed to constitute a single instrument or document. The rights and obligations of the Parties shall be construed solely by reference to the provisions of the Agreement and in the event of any conflict between the provisions of the Agreement and those of this Short Form Notice, the provisions of the Agreement shall control.

4. From the Effective Date of the Agreement through the Initial Closing and any subsequent Closings, and except for environmental restrictions or land use covenants consistent with the Agreement as may be designated in the CERCLA Record of Decision, an approved Corrective Action Plan, or the FOST, the Navy shall not permit, agree to sell, encumber or grant any interest in the Navy Real Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act that will diminish or otherwise affect the Authority’s interest

under the Agreement or to the Navy Real Property, or which will prevent the Navy's full performance of its obligations under the Agreement, without the written consent of the Authority.

5. This Short Form Notice shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns.

6. This Short Form Notice may be executed in multiple counterparts and/or with the signatures of the Parties set forth on different signature sheets and all such counterparts, when taken together, shall be deemed one original.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, have caused their duly appointed representatives to execute this Short Form Notice of Agreement as of the Effective Date set forth above.

WITNESS/ATTEST:

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

DENNIS J. HERRERA, City Attorney

**TREASURE ISLAND DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Name:  
Deputy City Attorney

By: \_\_\_\_\_  
Name:  
Title:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

File No: ()

APN No:

STATE OF California )SS

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ 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 \_\_\_\_\_

This area for official notarial seal.