

6. APPENDICES

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6.1 APPENDIX A: SUB-PHASE 1 MMRP

Treasure Island and Yerba Buena Island
Mitigation Monitoring Reporting Program

Mitigations Applicable to Major Phase 1

Implementation Status

Mitigation ID #	Mitigation Short Text	Action #	Action	EIR Mitigation Timing	IMPLEMENTATION	
					Implementation Responsibility	Major Phase Implementation Status Notes
CULTURAL AND PALEONTOLOGICAL RESOURCES						
M-CP-1	Archaeological Testing Program	1	The archaeological consultant shall prepare and submit to the <u>Environmental Review Officer ("ERO")</u> for review and approval an Archaeological Testing Plan ("ATP") and then conduct the archaeological testing program in accordance with the ATP. The program will determine the presence or absence of archaeological resources and evaluate their significance.	Prior to commencement of soil-disturbing activities	Archaeological consultant	Archaeological Testing Plan for every Sub Phase to be submitted for approval to the City Environmental Review Officer prior to any work on site. Submission of testing plans for Sub Phase Applications 1 and 2 was completed on June 12, 2015.
	Re-design or data recovery program	2	Based on the archaeological testing program results, if the consultant finds the presence of significant archaeological resources, the ERO and consultants will determine if re-design or data recovery program is required.	Prior to commencement of soil-disturbing activities	Archaeological consultant	Report prepared during implementation of ATP will include determination if archaeological data recovery is appropriate. Archaeological Testing Plan implementation is estimated to occur in August and September 2015.
	Archaeological Monitoring Program (AMP)	3	The ERO and consultants will determine what project activities (in most cases, any soil disturbing activities) shall be archaeologically monitored and design an Archaeological Monitoring Program.	Prior to any demolition or removal activities, and during construction at any location	Project Sponsor and Archaeological consultant, in consultation with ERO	Archaeological Monitoring Program will establish schedules for any monitoring required prior to and during construction.
	Archaeological Monitoring Program (AMP)	4	Implement an Archaeological Monitoring Program.	Prior to any demolition or removal activities, and during construction at any location	Project Sponsor and Archaeological consultant, in consultation with ERO	Implement the Archaeological Monitoring Program for any monitoring required prior to and during construction.
	Archaeological Data Recovery Plan (ADRP)	5	Conduct Archaeological Data Recovery Program in accordance with the ADRP, to preserve the significant information the archaeological resource is expected to contain.	Prior to commencement of soils disturbing or removal activities, and during construction	Project Sponsor and Archaeological consultant, in consultation with ERO	ADRP will describe how the proposed data recovery program will preserve the significant resource.
	Human Remains and Associated or Unassociated Funerary Objects	6	Notify Coroner upon discovery and make all reasonable efforts to develop agreement for the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of any remains or funerary objects.	Throughout soils-disturbing activities.	Project Sponsor, Archaeological consultant, and Contractor, in consultation with ERO	Contractor to immediately notify Coroner in the event of any funerary object discovery.
	Final Archaeological Resources Report (FARR)	7	Prepare Final Archaeological Resources Report (FARR) about any discovered resource, including the historical significance and the methods employed in the testing/monitoring/data recovery program(s).	Upon completion of Construction	Project Sponsor and Archaeological consultant, in consultation with ERO	FARR to be prepared upon completion of construction at a given site.
M-CP-3	Paleontological Resources Monitoring and Mitigation Program (PRMMP)	1	Design a Paleontological Resources Monitoring and Mitigation Program	Prior to any demolition or removal activities, and during construction at any location on YBI	Project Sponsor, Paleontological consultant, and Contractor, in consultation with ERO	Design a Paleontological Resources Monitoring and Mitigation Program for YBI. Submission of PRMMP for Sub Phase Applications 1 is estimated to occur July 2015.
	Paleontological Resources Monitoring and Mitigation Program (PRMMP)	2	Implement a Paleontological Resources Monitoring and Mitigation Program	Throughout soils-disturbing activities on YBI.	Project Sponsor, Paleontological consultant, and Contractor, in consultation with ERO	Implement a Paleontological Resources Monitoring and Mitigation Program for YBI.
M-CP-6	Any alterations to and within Building 1's contributing landscape shall comply with Secretary's Standards	1	Ensure alterations and additions designed for Building 1's contributing landscape are consistent with the Secretary's Standards	During Design, prior to TIDA's approval of Design.	TIDA in consultation with qualified professional Preservation Architect, Architectural Historian, and/or Planner experienced with applying Secretary's Standards to adaptive reuse projects	During its design review process, TIDA to issue findings regarding landscape improvements contributing to Building 1.
M-CP-7	Any new free-standing construction west of Building 1 in its contributing landscape area shall comply with Secretary's Standards	1	Ensure design for new free-standing construction west of Building 1 in its contributing landscape areas is consistent with the Secretary's Standards	During Design, prior to TIDA's approval of Design.	TIDA in consultation with qualified professional Preservation Architect, Architectural Historian, and/or Planner experienced with applying Secretary's Standards to adaptive reuse projects	During its design review process, TIDA to issue findings regarding new structures proposed in landscape area west of Building 1.
M-CP-9	Documentation and interpretation of the Damage Control Trainer (housed in Building 341) must occur before it is demolished.	1	Prepare photographic and written documentation of the Damage Control Tower based on HABS and HAER guidelines.	Prior to any action to demolish or remove the Damage Control Tower	Project Sponsor and Architectural Historian Consultant	Following TIDA's approval of documentation, consultant to transmit it to SF History Center, TIDA, Planning Dept, and NWIC

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	Documentation and interpretation of the Damage Control Trainer (housed in Building 341) must occur before it is demolished.	2	Provide a permanent display of interpretive materials concerning the history and architectural features of the Damage Control Tower	Prior to any action to demolish or remove the Damage Control Tower	TIDA to establish location(s), media, and characteristics of display. Project Sponsor and Architectural Historian Consultant to prepare display	Design interpretive display.
TRANSPORTATION						
M-TR-1	Construction Traffic Management Plan (CTMP)	1	Develop and implement a Construction Traffic Management Plan to minimize overall disruptions and ensure overall circulation is maintained to extent possible.	Prepare CTMP and submit for approval prior to construction of the first Sub-Phase of the first Major Phase, to be updated for each subsequent Sub-Phase	Project Sponsor and their Construction Contractor(s)	Project Sponsors and their construction contractor(s) to prepare and implement CTMP, with update for each Sub-Phase. TIDA to coordinate with other City agencies. Contractors to disseminate appropriate info to employees and subcontractors.
	Once streets are accepted as City streets, additional coordination is required for temporary traffic and transportation changes	2	Once streets are accepted as City streets, coordinate through SFMTA's Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT), and conduct public hearing. CMTP may be reviewed by SFMTA's Transportation Advisory Committee (TASC) to resolve internal differences.	Implement process as soon as any streets are accepted by City	Project Sponsor and their Construction Contractor(s)	Project Sponsors and their construction contractor(s) to coordinate any temporary changes with ISCOTT after streets are accepted by City.
	Separate Traffic Management Plan (TMP) for Caltrans	3	Prepare separate Transportation Management Plan and contingency plans for construction activities conducted within Caltrans right-of-way	In advance of construction activities in Caltrans right-of-way	Construction contractors and permit applicants	Construction contractors and permit applicants to coordinate with Caltrans and submit Certification Checklist forms to Caltrans when appropriate
	Consultation with other Island users about transit route changes	4	Prior to development of CTMP, coordinate plan development with other Island users, including Job Corps and Coast Guard.	Coordinate preparation of CTMP (and its updates) with other Island users.	Project Sponsor	Project Sponsors and their construction contractor(s) to coordinate transit route changes with other agencies during preparation of CTMP (and subsequent updates).
	Notify vendors of special requirements for STAA trucks (largest commercial shipping trucks) larger than 65 feet	5	Notify vendors that STAA trucks larger than 65 feet exiting from the eastbound direction of the Bay Bridge may only use the off-ramp on the east side of YBI	When contracting with vendors	Construction contractor(s)	Construction contractor(s) to report vendor notifications to TIDA
M-TR-24	New Transit Only Lane only triggered by operational delays to Muni service	1	Upon installation of metering light on westbound on-ramp on east side of YBI or upon completion of 1,000 dwelling units (whichever comes first), TIMMA (TITMA) to monitor length and duration of potential queues and associated delays. Project Sponsor to provide Transit Only Lane if triggered by Muni delay impacts are observed at least 50% of the time over 6 months period during peak periods.	Commence monitoring upon installation of metering light on westbound on-ramp on east side of YBI or upon completion of 1,000 dwelling units, whichever occurs first. Continue throughout life of project.	TIMMA (formerly TITMA) to monitor. Project Sponsor and their Construction Contractor(s) to re-stripe for Transit Only Lane, if needed.	TIMMA to conduct monitoring upon trigger event and report quarterly to SFMTA, and then monthly if there are further triggers.
NOISE						
M-NO-1a	Implement noise control measures during construction.	1	Develop and implement noise measures for each construction permit and provide monthly report on measures implemented.	For each construction permit. Construction contractors to report on noise measures implemented on a monthly basis.	Construction contractor(s)	All feasible noise control measures should be implemented.
M-NO-1a	Designate a Noise Disturbance Coordinator during construction.	1	Designate a Noise Disturbance Coordinator during construction; all construction contractors shall work with the Coordinator and post construction schedule at noise-sensitive areas nearby.	Noise Disturbance Coordinator to be available throughout all construction phases until buildout is complete.	Construction contractor(s)	Noise Disturbance Coordinator must be empowered to address noise complaints.
M-NO-1b	Identify and implement noise-reducing pile driving techniques and noise shielding and muffling devices.	1	Use noise-reducing pile driving techniques if nearby structures are subject to pile driving noise and vibration. Within 48 hours prior to such activities, notify building owners and occupants within 500 feet of project site of dates, hours, and expected duration of those activities.	During construction of each phase, if pile driving is required.	Project Sponsor to report to agencies and notify persons within 500 feet. Construction contractor(s) to identify and implement noise-reducing techniques.	Equipment used shall employ state-of-the-art noise shielding and muffling devices.
M-NO-2	Vibro-Compaction Monitoring	1	Geotech engineer to conduct pre-construction assessment of existing subsurface conditions and structural integrity of buildings within 50' subject to impact or vibro-compaction activity impacts. Further monitoring may be required	Prior to commencement of construction with impact or vibro-compaction activities.	Project Sponsor and their Geotechnical Engineer(s)	Pre-construction assessment required prior to each use of impact or vibro-compaction methods.

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M-NO-5	Mitigate traffic induced interior L_{max} noise levels in homes, schools, lodging.	1	Engage acoustical consultant to recommend traffic noise mitigating acoustical insulation or other equivalent measures. Provide post-construction monitoring to verify adequacy.	Prior to completion of design and issuance of building permits for each home, school or hotel.	Project Sponsor for each home, hotel or school.	Applicable for vertical development of homes, schools and hotels.
M-NO-6	Locate noise producing facilities away from noise sensitive receptors or require appropriate noise attenuating features.	1	Locate all utility and industrial stationary noise sources away from noise sensitive receptors and provide site and noise attenuation features during design. Monitor noise levels after installation to ensure compliance.	Site and noise attenuation features to be established during design of each noise source. Monitor within 3 months of installation of each noise source.	TIDA, in consultation with SFPUC, if appropriate.	Facilities such as pump stations, electric substation equipment, etc may be such noise sources.
AIR QUALITY						
M-AQ-1	Prepare and implement Construction Dust Control Plans	1	Incorporate all eight BAAQMD-identified construction mitigation measures into the required Construction Dust Control Plan.	Prepare and implement Dust Control Plans during each phase of site preparation and building construction.	Project Sponsors to create plan and their construction contractors to implement it.	Includes requirement to post publicly visible sign with contact info for any dust complaints.
M-AQ-2	Implement combustion emission reduction measures during construction activities.	1	Implement combustion emission reduction measures and submit quarterly reports regarding compliance through 2018 and annually thereafter.	Implement measures throughout construction and submitting quarterly and annual compliance reports.	Project Sponsors and their construction contractors.	Diesel powered generators for construction activities prohibited unless TIDA finds there are no other commercially available alternatives.
M-AQ-3	At submission of any Major Phase application, Air Quality consultant must review proposed development in that Major Phase along with existing uses and uses approved in prior Major Phases to determine whether the actual project phasing deviates materially from the representative phasing plan.	1	Review of phasing by Air Quality consultant prior to approval of each Major Phase application to confirm there will not be any additional significant impacts on any group of receptors.	Prior to submission of each Major Phase application	TIDA for horizontal construction or Planning Department for vertical construction outside Tidelands Trust Overlay Zone, and an air quality consultant.	There have been no changes in the proposed development for Major Phase 1 or existing uses; therefore, there are no potential impacts on any group of receptors for review by an Air Quality consultant.
M-AQ-4	Implement BAAQMD mitigation measures for projects that exceed construction thresholds that would be applicable to reducing PM2.5 emissions	1	Implement 13 additional construction mitigation measures to reduce construction emissions.	Implement during construction and submit quarterly reports regarding implementation.	TIDA shall require, and Project Sponsors and their construction contractors, shall implement	Measures are identified by BAAQMD as recommended for all projects regardless of whether thresholds are exceeded.
WIND AND SHADOW						
M-WS-3	Identify measures to reduce exposure to hazardous winds.	1	At least once a year, throughout construction, Wind Consultant shall visit site and identify measures to reduce exposure to potentially hazardous winds in publically accessible areas.	Implement during construction and submit annual reports regarding implementation.	Project Sponsor to retain consultant and annual assessments are sent to TIDA, DBI and Planning.	Site assessment to include design for all buildings approved or under construction.
	Identify measures to reduce exposure to hazardous winds.	2	Contractor shall develop safety plan to mitigate all wind-related risks.	Implement prior to issuance of building permit for each structure.	Project Sponsor and their Construction Contractor(s)	Object is to minimize risks from stacked materials that can be picked up by strong winds and from light structures that could be detached.
	Ensure compliance with Wind Consultant measures by conditions of approval for all construction permits.	3	Ensure implementation of Wind Consultant's structural measures and precautions by conditions of approval for all construction permits.	Implement prior to issuance of site and building permits.	TIDA and Planning	Project sponsors and subsequent building developers must cooperate to implement measures.
	Maintain records for compliance with Wind Mitigation Measures.	4	TIDA shall maintain records of EIR technical memorandum, all written recommendations, reports of wind testing, and proof that mitigation measures were followed.	Implement throughout construction	TIDA	Planning will provide TIDA with all reports prepared for vertical development. TIDA shall document and maintain reports for horizontal and maintain reports for vertical.
M-WS-4	Identify and compare potential impacts of every proposed building relative to those described in EIR	1	If building design would cause new or increased wind hazard that would not be eliminated by design changes, additional wind tunnel testing may be needed.	Implement prior to approval of schematic design for every building.	Planning, Project Sponsors, Wind Consultant, and design consultants.	If wind consultant concludes building would cause increased or new wind hazard that cannot be eliminated by design modifications wind tunnel testing may be required. Ferry Shelter in Sub Phase Application 2 has been evaluated for

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	Wind tunnel testing is required if increased or new wind hazards are likely that will likely not be eliminated by design modifications.	2	If wind testing is required, it shall be performed for an area at least 3 blocks wide and several blocks deep, including the test points tested in the EIR	Implement prior to approval of schematic design for every building.	Planning, Project Sponsors, Wind Consultant, and design consultants.	The goal is to cause no additional wind effects than identified by prior testing; it is not expected that all the wind hazard(s) identified by prior testing will be eliminated.
	Maintain records for compliance with Wind Mitigation Measures.	3	TIDA shall maintain records of EIR technical memorandum, all written recommendations, reports of wind testing, and proof that mitigation measures were followed.	Implement prior to approval of schematic design for every building.	TIDA. Planning to provide copies of documentation to TIDA.	All constructed buildings must incorporate requisite design mitigations specified by wind consultant.
BIOLOGICAL RESOURCES						
M-BI-1a	Avoid disturbance of special-status plants on YBI	1	Qualified botanist shall conduct presence/absence survey for special-status plants in May or June prior to any construction on YBI and avoid disturbance or mortality. If not feasible, restore on site at 1:1 ratio in post-development open space.	Conduct survey in May or June prior to any construction on YBI	Project Sponsor, Qualified Botanist, and TIDA (to maintain copies of reports)	Surveys to be conducted in each construction area in May or June prior to any construction. 2015 survey was completed May 20, 2015 and issued to TIDA on June 17, 2015.
M-BI-1b	Conduct no activities within no-work buffer zone that could disrupt birds during breeding season.	1	Qualified biologist to conduct preconstruction surveys within 15 days prior to any work scheduled to occur February through May and within 30 days prior to any work scheduled to occur June through August 15th. No work will be allowed within buffer zones where there are active nests of protected birds until the young have fledged.	15 days prior to any work scheduled to occur February through May and within 30 days prior to any work scheduled to occur June through August 15th	Project Sponsor, Qualified Botanist, and TIDA (to maintain copies of reports)	Depending on species, input from CA Dept of Fish and Game and/or US Fish and Wildlife Service may be warranted.
M-BI-1c	Tree removal and building demo to occur during periods least likely to impact bats.	1	Prior to removal of trees or demolition of buildings, qualified bat biologist to conduct surveys for active day or night roosts. Found roosts to be made unsuitable habitat prior to tree removal or building demo and 100 foot no-disturbance buffer to be created.	Winter hibernacula and maternity roosts have overlapping sensitivity periods (only clear months are 15-Feb to 15-Apr), so survey is likely required prior to demo.	Project Sponsors, qualified bat biologist, and CDFG, if buffer is proposed to be reduced.	A reduced buffer could be provided for on a case by case basis by the bat biologist.
M-BI-1d	Off-leash dogs will be prohibited on YBI outside of designated, enclosed, off-leash dog parks. Feeding of feral cats prohibited on both islands.	1	Prepare rules, regulations, and covenants prior to each Major Phase and communicate to tenants and visitors, prior to occupation of new structures (ongoing).	Communications to tenants and visitors prior to occupation of new structures, and on-going.	Project Sponsors, TIDA and individual site developers.	All construction specs general conditions should include note that feeding of feral cats is prohibited and to include off-leash dog restriction for activities on YBI.
M-BI-1e	Employ specific noise and vibration mitigation measures during off-shore pile driving.	1	Monitor area during off-shore pile driving to ensure aquatic species are not impacted and that sound pressures 500 meters from source do not exceed 160 db. If either occurs, employ bubble curtains. In addition, 4 other mitigation measures must be employed.	During all off-shore pile driving activities	Project Sponsors and qualified marine biologist and acoustical consultant.	If marine mammals are observed within 1,000 feet of pile driving activities, allow them to exit before resuming pile driving.
M-BI-2a	Shoreline activities generally restricted to terrestrial and upper intertidal zones.	1	Minimize to extent possible activities in lower intertidal and near subtidal zones. No disturbance of rocks in lower intertidal zone outside of planned dredging areas.	During any construction conducted in and around the islands' rocky shoreline.	Project Sponsors, qualified marine biologist, and CDFG as necessary to establish limitations on construction activities.	Related activities include geotech stabilization, shoreline heightening and repair, stormwater outfall improvements, and other shoreline activities.
M-BI-2b	Shoreline work limited to period between 1-Mar and 30-Nov	1	Construction on shoreline limited to between 1-Mar and 30-Nov to avoid disturbing herring spawning.	During any construction conducted in and around the islands' rocky shoreline.	Project Sponsors and qualified marine biologist	Related activities include geotech stabilization, shoreline heightening and repair, stormwater outfall improvements, and other shoreline activities.
M-BI-2c	Survey all eelgrass beds	1	Within 3-6 months of start of construction that may affect Submerged Aquatic Vegetation (SAV) beds, and not less than every 2 years thereafter, survey all eelgrass beds.	Within 3-6 months of start of any construction in SAV areas and not less than every 2 years thereafter.	Project Sponsors and qualified marine biologist and construction contractors.	Eelgrass beds occur in subtidal areas along northeast and east sides of TI and in Clipper Cove, adjacent to northeast shore of YBI.
	Conduct mandatory eelgrass bed training.	2	Conduct eelgrass bed environmental training for all TIDA staff in charge of overseeing construction, all contractors and subcontractors working or transporting materials or operating boats in Bay waters within 1/4 mile of TI/YBI.	Prior to any activities in SAV areas.	Project Sponsors and qualified marine biologist and construction contractors.	Eelgrass beds occur in subtidal areas along northeast and east sides of TI and in Clipper Cove, adjacent to northeast shore of YBI.
M-BI-4a	Ensure building design minimizes potential for bird strikes.	1	Incorporate design features into building facades and place new landscapes in such a way as to obscure habitat reflections, create perception of an unobstructed flight path, and minimize fatal collisions by birds.	Prior to issuance of building and site permits.	Project Sponsors, qualified biologists, architects, and building managers.	Design for vertical structures and their immediately adjacent landscaping; typically by vertical developers (also includes Ferry Shelter). Ferry Shelter has been designed to minimize potential for bird strikes.

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	Ensure lighting design minimizes potential for bird strikes.	2	Incorporate lighting design features into buildings and landscapes in such a way as to reduce lighting usage, change light direction, and contain light.	Prior to issuance of building and site permits.	TIDA and Planning	Planning responsible for compliance on non-Trust property and TIDA responsible for compliance on Trust property. Lighting for Parks and Open Spaces in Sub Phase Applications 1 and 2 has been designed to minimize potential To be addressed for every building permit
	Minimize rooftop antennas and equipment.	3	Minimize number of and co-locate rooftop antennas and other rooftop equipment and do not include guy wires on monopole structures or antennas.	Prior to issuance of building and site permits.	TIDA and Planning	
	Educating Residents and Occupants	4	Provide educational materials to building tenants and occupants, hotel guests, and residents encouraging them to minimize light transmission from windows, especially during peak spring and fall migratory periods.	Prior to issuance of building permits. Educational materials to be reviewed and approved by TIDA prior to occupancy.	Planning for permits on non-Trust property and TIDA for permits on Trust property.	To be addressed for every building permit
	Documentation of Bird Strike mitigations	5	Building developers to provide written descriptions of measures and features to address potential bird impacts and biologist to prepare recommendations and memoranda to ensure potential for bird strikes is minimized.	Throughout vertical development	TIDA and Planning	TIDA to maintain records.
M-BI-8 (Variant B3 - southern breakwater constructed in later phase)	Survey construction area for eelgrass beds.	1	Survey construction area prior to initiation of any construction activities for the southern breakwater. If eelgrass has established beds that could be impacted by breakwater construction, restoration of offsite eelgrass beds or transplantation and establishment of offsite or onsite eelgrass beds with replacement ratio of 3:1 will be required.	Prior to initiation of southern breakwater in a later phase.	Project Sponsors, construction contractors, marine biologist, in consultation with ACOE, BCDC, NMFS, and CDFG where necessary.	If eelgrass beds are found, construction to be restricted to 1-Mar through 30-Nov with restoration or offsite eelgrass beds to occur immediately after breakwater construction.
	Survey construction area for protected fish species, and marine mammals.	2	Survey construction area prior to initiation of any construction activities for the southern breakwater. If breakwater could impact utilization of area by protected species, work to be conducted in manner to not adversely effect them.	Prior to initiation of southern breakwater in a later phase.	Project Sponsors, construction contractors, marine biologist, in consultation with NMFS.	Survey construction area prior to initiation of any construction activities for the southern breakwater.
M-BI-9 (Variant C2 - supplement firefighting water supply with Bay water)	Design and construct water intake pipe to prevent impingement of fish and macrovertebrates.	1	If firefighting water will be supplemented by Bay water, submit the final design of the Bay water intake pipe to NMF, CDFG, CA Water Board/SF, and BCDC.	Prior to issuance of permits to construct the bay water intake pipe.	TIDA and Project Sponsor's qualified marine biologist and engineering consultants.	One option is installing the pipe inside a screened subsea vault large enough to reduce water suction to acceptable levels.
GEOLOGY AND SOILS						
M-GE-5	Locate new improvements at YBI a minimum of 100 feet from top of existing slope along Macalla Road.	1	Locate new improvements at YBI a minimum of 100 feet from top of existing slope along Macalla Road unless a site-specific geotech slope stability evaluation indicates a static factor of safety of 1.5 and a seismic factor of safety of 1.1 will be implemented.	Prior to issuance of building permit for improvements or structures along Macalla Road.	Project Sponsor and geotech consultant	If geotech recommendations regarding slope stability have been identified for any YBI site that is within 100 feet from top of existing slope along Macalla Road, they must be incorporated into building specs.
HAZARDS AND HAZARDOUS MATERIALS						
M-HZ-1	Implement a Soil and Groundwater Management Plan (SGMP)	1	Construction specs must include implementation of SGMP prepared by qualified environmental consulting firm and reviewed and agreed to by DTSC and RWQCB.	Prior to first Sub Phase Application approval and prior to issuance of building or grading permit for any parcel(s).	Project Sponsor for first Sub Phase to prepare doc and all subsequent Project Sponsors to prepare and follow parcel-specific plans.	If additional remediation is necessary to meet proposed land use, it must be completed as directed by the responsible agency, DTSC or RWQCB, prior to commencement of construction activities. Project SGMP approval by regulatory agencies is anticipated by July 2015.
	SGMP: Soil Management Requirements	2	Comply with protocols for stockpiling, sampling, and transporting soil generated from on-site activities and for soil imported to the site for placement.	Prior to first Sub Phase Application approval and prior to issuance of building or grading permit for any parcel(s).	Project Sponsor for first Sub Phase to prepare doc and all subsequent Project Sponsors to prepare and follow parcel-specific plans.	Protocols address stockpiling, on-site reuse, transport and disposal, and importation.
	SGMP: Groundwater Management Requirements	3	Comply with protocols for conducting dewatering activities and sampling and analysis requirements for groundwater extracted during dewatering activities.	Prior to first Sub Phase Application approval and prior to issuance of building or grading permit for any parcel(s).	Project Sponsor for first Sub Phase to prepare doc and all subsequent Project Sponsors to prepare and follow parcel-specific plans.	Protocols address on-site reuse, discharge, pre-discharge treatment, and off-site transport.
	SGMP: Unknown contaminant/hazard contingency plan	4	Comply with contingency plan procedures in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction.	Prior to first Sub Phase Application approval and prior to issuance of building or grading permit for any parcel(s).	Project Sponsor for first Sub Phase to prepare doc and all subsequent Project Sponsors to prepare and follow parcel-specific plans.	Protocols address identifying potential contaminants, what to do if underground storage tank is encountered, emergency contact procedures, site controls and security procedures, sampling and analysis, and interim removal work.
M-HZ-8	Incorporate BMPs into construction specs	1	BMPs must be incorporated to minimize potential negative effects to groundwater and soils.	Prior to initiation of construction activities throughout construction.	Project Sponsors and their construction contractors.	BMPs to include handling of chemical products, fueling, containment of grease and oils, and disposal of fuel and chemical containers.

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M-HZ-10	Vapor Barriers for enclosed structures within IR Sites 21 or 24	1	If vapor barriers are necessary, building plans must include DTSC-approved vapor barriers beneath foundation.	Prior to issuance of a building permit for construction in IR Sites 21 and 24	Project Sponsors for buildings in IR Sites 21 and 24 and their construction contractors, in consultation with DTSC	Required prior to construction in IR Sites 21 and 24.
M-HZ-13	Voluntary Clean-Up Agreement (VCA) prior to reopening the presently closed elementary school	1	Prior to reopening the elementary school for elementary school use, TIDA or SFUSD shall enter into VCA with DTSC's School Property Evaluation and Cleanup Division.	Prior to reopening elementary school for elementary school use	TIDA or SFUSD to prepare and negotiate a VCA with DTSC	Site is near boundaries of Major Phase 4
I-GHG-1	Consider implementation of measures to reduce construction-related greenhouse gas (GHG) emissions	1	BAAQMD Guidance encourages Lead Agencies to incorporate best management practices for purposes of reducing construction-related GHG emissions.	Throughout construction	Project Sponsors and their construction contractors.	Measures to be considered include at least following %'s: use of alternatively fueled construction equipment for 15% of fleet, use of local building materials for 10% of construction materials, and recycle or reuse of 50% of construction and
IMPROVEMENTS						
I-RE-3a	If artificial turf is proposed, use latest SFRPD criteria at time of implementation	1	If used, design and build artificial turf fields using latest SFRPD criteria at time of implementation, including City's purchasing criteria	Prior to and during construction of recreational fields	Project Sponsors for any fields proposing artificial turf	TIDA to ensure appropriate materials are installed
I-RE-3b	If artificial turf is proposed, develop signage about hand washing before and after use and proper wound care.	1	If used, develop signage to educate athletes about importance of washing hands before and after field use and proper wound care for turf-related injuries	Signage to be installed prior to opening and maintained during operations	Project Sponsors in consultation with City Fields Foundation and SFDPH	TIDA to ensure signage is installed and maintained
I-RE-3c	If artificial turf is used develop air quality monitoring program for the turf fields.	1	If used, develop air quality monitoring program using methodology developed by Office of Environmental Health Hazard Assessment or US EPA.	During operation of recreational fields	Project Sponsors and air quality monitoring consultant in consultation with City Fields Foundation and SFDPH	Monitoring reports submitted to TIDA and SFDPH
M-NO-4	Operator of ferry service to ensure that its operations do not exceed SF Land Use Compatibility Guidelines for Community Noise standards	1	Ferry service operator to retain acoustical consultant to prepare a Ferry Terminal Noise Reduction Plan and comply with guidelines including reducing propulsion engine power to low when approaching and departing the terminal.	Prior to Ferry Terminal operation.	Ferry service operator	Implement prior to ferry service operation.
M-AQ-5	Ferries to meet CA Air Resources Board regulations	1	Ferry service must meet CARB regs and be equipped with diesel particulate filters or alternative technology to reduce diesel particulate emissions.	Prior to vessel selection or award of ferry service contract	WETA and WETA's ferry operator(s)	Implement prior to vessel selection or award of ferry service contract.
M-BI-4b	Implement operational adjustments to minimize impacts to rafting waterbirds	1	Ferry service to operate in reduced numbers and slower speeds during Dec and Jan or, to extent possible, maintain a buffer zone of 250 meters from areas of high-use by rafting waterbirds	During ferry operations in December and January each year.	WETA's ferry operator(s)	Implement during ferry operations in December and January each year.

6.2 APPENDIX B: SCHEDULE OF PERFORMANCE

EXHIBIT JJ SCHEDULE OF PERFORMANCE

Major Phase	Sub-Phase	Block	Parks & Open Space ^{1/}	Application Outside Date ^{2/}	Commencement Outside Date ^{2/}	1/13/2015	
						Completion Outside Date ^{2/}	
1	1-Y-A	1Y-2Y-3Y		2015	2017	2028	
			YBI Hilltop Park 1	2015	2017	2019	
			YBI Hilltop Park 2		2020	2021	
				YBI Open Space / HMP 1		2020	2022
	1-A	B2-B3-M1		2017	2019	2021	
			Eastside Commons 1		2022	2023	
			Clipper Cove Promenade 2		2022	2023	
	1-B	B1		2016	2018	2020	
			Building 1 Plaza		2021	2022	
			Marina Plaza		2021	2022	
				Clipper Cove Promenade 1		2021	2022
	1-C	C1-C2		2015	2017	2019	
			Cityside Waterfront Park 1		2020	2021	
			Cultural Park		2020	2021	
	1-D	IC1-IC4		2018	2020	2022	
			Eastside Commons 2		2023	2024	
	1-E	C3		2019	2021	2023	
			Cityside Waterfront Park 2		2024	2025	
	1-F	E1-E2		2020	2022	2024	
			Urban Farm 1		2026	2027	
			Eastside Park 1		2025	2026	
			Eastside Commons 3		2025	2026	
1-Y-B	4Y		2021	2023	2025		
		YBI Beach Park		2026	2027		
		YBI Open Space / HMP 2		2026	2028		
2	2-A	E3-E4		2021	2023	2030	
			Sailing Center Pad		2021	2025	
			Eastside Park 2		2026	2027	
				Eastside Commons 4		2026	2027
				Eastern Shoreline Park 1		2026	2027
				Clipper Cove Promenade 3		2026	2027
	2-B	C4		2022	2024	2026	
			Cityside Waterfront Park 3		2027	2028	
	2-C	E5-E6		2023	2025	2027	
			Eastside Park 3		2028	2029	
Eastside Commons 5				2028	2029		
Eastern Shoreline Park 2				2028	2029		
			Pier 1		2029	2030	
3	3-A	E7-E8		2024	2026	2033	
			Eastside Park 4		2024	2028	
			Eastside Commons 6		2029	2030	
				Eastern Shoreline Park 3		2029	2030
	3-B	C12-C13		2025	2027	2029	
			Urban Farm 2		2031	2032	
3-C	IC1-IC4		2026	2028	2033		
				2028	2033		
4	4-A	C5		2027	2029	2037	
			Cityside Waterfront Park 4		2027	2031	
			Sports Park		2032	2033	
				Urban Farm 3		2033	2034
	4-B	C10-C11		2028	2030	2032	
			Urban Farm 3		2034	2035	
	4-C	C6		2029	2031	2033	
			Cityside Waterfront Park 5		2034	2035	
			Urban Farm 4		2035	2036	
	4-D	C7-C8-C9		2030	2032	2034	
			Cityside Waterfront Park 6		2035	2036	
Northern Shoreline Park / The Wilds / Environmental Center Pad				2036	2037		

SCHEDULE OF PERFORMANCE

Community Facility	Obligation	Building Permit / Trigger ^{3/}	Application Outside Date ^{4/}	Commencement Outside Date ^{4/}	1/13/2015
					Completion Outside Date ^{4/}
		A	B	C	D
Waterfront Plaza / Ferry Terminal Phase 1	Facility	100 du	+6mo	+12mo	+36mo
Police / Fire Station	Facility	2,500 du	+6mo	+12mo	+24mo
Retail - Final Grocery Store (15,000sf)	Facility	5,000 du	+6mo	+12mo	+24mo
Ferry Terminal Phase 2	Facility	As mutually agreed by WETA, Developer, and TIDA, after engaging in a meet and confer process described in the MOU between TIDA and WETA.			
WWTP / Recycled Water Plant / PUC 4-6 acres	Developable Pad	See PUC / TIDA WWTP MOA for timing of pad delivery.			
Sailing Center Pad	Developable Pad	Developer shall use commercially reasonable efforts to provide the Sailing Center Pad earlier if the Authority requests it and if the Treasure Island Sailing Center provides reasonable evidence that it will be ready to proceed with construction of the Sailing Center building at that earlier date.			
Environmental Center Pad	Developable Pad	Developer shall deliver the Environmental Center Pad commensurate with improvements for The Northern Shoreline Park and The Wilds			
Pier 1 / Eastern Shoreline Park 2	Improvements	Construction of these improvements may be deferred if the area is still needed for barging operations related to importing material for the site. In no case will the Completion Outside Date for these improvements be later than the Completion Outside Date of the last Sub-Phase.			
Buses for East Bay Service	Rolling Stock	Nine (9) Buses for East Bay Bus Service. First five (5) buses at inception of service, remaining four busses no earlier than the occupancy of the 5,000th residential unit.			
On -Island Shuttle Buses	Rolling Stock	Four (4) Shuttle Buses. Up to two (2) buses will be provided when the service initially begins, but no earlier than the occupancy of the three thousandth (3000th) unit, subject to the meet and confer process described in Exhibit N, Transportation Plan Obligations. The remaining two (2) buses will be provided as needed based on service schedules.			
Bicycle Lending Library	Rolling Stock	Purchase of bicycles and equipment to establish the bicycle lending library up to a maximum expenditure of \$110,000. Must be completed no later than the occupancy of the 1,000 residential unit.			

Financial Obligation	Obligation	Mechanism
Open Space Annual O&M Subsidy	\$14.3 MM (NPV)	Max \$1.5mil first 5 yrs, \$3 mil per yr from Yr 6, subject to need per annual operating budget. See Financing Plan for amounts and schedule.
Transportation Annual Operating Subsidy	\$30 MM (NPV)	Max \$4 mil per year, subject to need per annual operating budget. See DDA for amounts and schedule.
Additional Transportation Subsidy	\$5 MM max	Five annual consecutive installments (max \$1 mil per year) after the first certificate of occupancy (whether temp or final) has been issued for the 4,000th dwelling unit on the Project Site, payable within 90 days after request of SFCTA if transit report shows residential transit mode share is 50% or less.
Transportation Capital Contributions	\$1.8 MM (NPV)	Used to purchase up to six (6) busses. Per-bus subsidy: the lesser of 20% of the cost of a Muni bus, or \$300,000.
Community Center Space(s) Subsidy	\$9.5 MM (NPV)	Space or susidy determination made at Major Phase Approval. Max \$2.375 mil each Major Phase - subject to approved budget and program description.
Childcare Facility Subsidy	\$2.5M (NPV)	Space or funding no later than the first approved Sub-Phase within Major Phase Three or 18 months before the existing facility is no longer operational due to development activity, whichever comes first.
Affordable Housing Subsidy	\$98 MM max; \$73.5 MM baseline	\$17,500 per market rate unit at each lot sale. Trueups at 50% of TI land acreage make-up to 2,100 units and at 4,200 units land sales, credit for any payment made at 2,100 unit true-up. See Housing Plan for amounts and schedule.
School Improvement Payment	\$5 MM (NPV)	Payment due at the start of refurbishment work on the school grounds for purposes of opening a K-8 school. See DDA for amounts and schedule.
Ramps / Viaduct SFCTA Soft Cost Reimbursement	\$10 MM (NPV)	Annual schedule of payments. See TIDA / SFCTA MOA 3rd Amendment for amounts and schedule.
Import Fill	\$1 MM	Payment due upon removal from stockpile at rate of \$3.50 per CY or for any remaining in stockpile after 12/31/2015 in 3 equal annual installments. See TIDA / D.A. McCosker Agreement.

^{1/} Horizontal obligations only, no vertical improvement or rehabilitation except as defined in Open Space Plan

^{2/} All dates are subject to navy's environmental remediation efforts provided in the Navy MOA and land transfers from Navy and TIDA

^{3/} Community Facility obligation is triggered by number of total building permits issued for residential dwelling units (shown in table above)

^{4/} Timeframes are additive: Completion Outside Date = Date of Trigger (A) + (B) + (C) + (D)

6.3 APPENDIX C: SUB-PHASE HOUSING DATA TABLE

Major Phase	1																AUTHORITY UNITS	
Sub-Phase	1YA																Target	
Block	Y1																Infrastructure	
ALL LOTS			Market Rate Units														Change to	
Residential Project Lot Number & Location	Lot Type (Authority, Auction, Other)	Acres	Anticipated Product Type (TH, Flat, Tower, etc.)	Max Bldg Ht Allowed	Anticipated Bldg Ht	Density (in DUA)	Total Developer Unit Count	Number Mkt Rt Units	Number Incl Units (Total)	Rental or For Sale	Number Incl Units @ 60% (Rental)	Number Incl Units @ 80% (For Sale)	Number Incl Units @ 90% (For Sale)	Number Incl Units @ 100% (For Sale)	Number Incl Units @ 110% (For Sale)	Number Incl Units @ 120% (For Sale)	Size or Location?	Completion Date
Y1.1		3.00	Townhome	35'	35'	20.00	60	60	0	For Sale								
Y1.2		3.50	Townhome	35'	35'	20.00	70	70	0	For Sale								
Block Subtotal		6.5				20.00	130	130	0									

Major Phase	1																AUTHORITY UNITS	
Sub-Phase	1YA																Target	
Block	Y3																Infrastructure	
ALL LOTS			Market Rate Units														Change to	
Residential Project Lot Number & Location	Lot Type (Authority, Auction, Other)	Acres	Anticipated Product Type (TH, Flat, Tower, etc.)	Max Bldg Ht Allowed	Anticipated Bldg Ht	Density (in DUA)	Total Developer Unit Count	Number Mkt Rt Units	Number Incl Units (Total)	Rental or For Sale	Number Incl Units @ 60% (Rental)	Number Incl Units @ 80% (For Sale)	Number Incl Units @ 90% (For Sale)	Number Incl Units @ 100% (For Sale)	Number Incl Units @ 110% (For Sale)	Number Incl Units @ 120% (For Sale)	Size or Location?	Completion Date
Y3		1.40	Townhome	35'	35'	17.86	25	25	0	For Sale								
Block Subtotal		1.4				17.86	25	25	0									

PROJECT SUMMARY

Major Phase	1																AUTHORITY UNITS	
Sub-Phase	1YB																Target	
Block	Y4																Infrastructure	
ALL LOTS			Market Rate Units														Change to	
Residential Project Lot Number & Location	Lot Type (Authority, Auction, Other)	Acres	Anticipated Product Type (TH, Flat, Tower, etc.)	Max Bldg Ht Allowed	Anticipated Bldg Ht	Density (in DUA)	Total Developer Unit Count	Number Mkt Rt Units	Number Incl Units (Total)	Rental or For Sale	Number Incl Units @ 60% (Rental)	Number Incl Units @ 80% (For Sale)	Number Incl Units @ 90% (For Sale)	Number Incl Units @ 100% (For Sale)	Number Incl Units @ 110% (For Sale)	Number Incl Units @ 120% (For Sale)	Size or Location?	Completion Date
Y4.1		3.80	Townhome	35'	35'	17.11	65	58	7	For Sale								
Y4.2		1.50	Mid-Rise	75'	75'	53.33	80	72	8	For Sale								
Block Subtotal		5.3				27.36	145	130	15									

	Total Residential Acreage	Total Authority Residential Acreage	Total Market Rate Residential Acreage	Total Developer Residential Units	Number Mkt Rt Units (For Sale)	Number Incl Units (For Sale)	Number Mkt Rt Units (Rental)	Number Incl Units (Rental)	Number Incl Units @ 60%	Number Incl Units @ 80%	Number Incl Units @ 90%	Number Incl Units @ 100%	Number Incl Units @ 110%	Number Incl Units @ 120%
Total for all Prior Approved Major Phases / Sub-Phases	13.20	0	13.20	300	285	15	0	0						
Total for this Major Phase / Sub-Phase (Acreage Excludes TI)	13.20	0.00	13.20	300	285	15	0	0						
Total of Prior Approved plus Proposed Major Phase / Sub-Phase	13.20	0.00	13.20	300	285	15	0	0						
Percentage for this Major Phase / Sub-Phase	% of Auth Land:	0.0%												
Cumulative Percentage	% of Auth Land:	0.0%	% Rental:	0.0%										

6.4 APPENDIX D: SUB-PHASE COST ESTIMATES

Item	1B,1C+1E	1YA+1YB
Grading		
Earthwork	\$7,492,500	\$994,500
Subtotal Grading	\$7,492,500	\$994,500
Street Improvements		
Streets & Roads	\$10,532,750	\$2,984,414
Streetscape	\$4,830,117	\$1,076,180
Subtotal Street Improvements	\$15,362,867	\$4,060,594
Storm Drain		
Storm Drain System	\$10,104,141	\$6,408,077
Subtotal Storm Drain	\$10,104,141	\$6,408,077
Sanitary Sewer		
Separated Sanitary Sewer System	\$9,064,890	\$4,563,910
Subtotal Sanitary Sewer	\$9,064,890	\$4,563,910
Water Supply (Low Pressure System)		
Low Pressure Water System	\$3,158,036	\$10,976,950
Subtotal Water Supply (Low Pressure)	\$3,158,036	\$10,976,950
Supplemental Water Supply System		
Supplemental Water Supply System	\$700,640	-
Subtotal Supplemental Water Supply System	\$700,640	\$0
Recycled Water Supply		
Recycled Water Supply System	\$1,908,858	-
Subtotal Recycled Water Supply	\$1,908,858	\$0
Electrical/Telecom/Gas		
Joint Trench	\$3,376,800	\$1,686,900
Subtotal Joint Trench	\$3,376,800	\$1,686,900
Geotechnical Mitigation		
Soil Stabilization	\$31,571,013	\$1,689,017
Subtotal Geotechnical Mitigation	\$31,571,013	\$1,689,017
Parks & Open Space		
YBI Hilltop Park		\$3,951,867
Waterfront Plaza	\$3,319,113	
Ferry Causeway	\$833,440	
Cultural Park	\$3,300,025	
Cityside Waterfront Park	\$4,443,174	
Cityside Stormwater	\$201,452	
Building 1 Plaza	\$8,039,182	
Marina Plaza	\$3,990,024	
Clipper Cove Promenade	\$1,016,861	
Clipper ROW	\$173,319	
4th Street	\$383,408	
Subtotal Parks & Open Space	\$25,699,997	\$3,951,867
Miscellaneous		
Ferry Improvements	\$21,754,840	-
Demolition/Abatement/Environmental	\$7,776,745	\$3,792,179
Temporary Improvements	\$431,265	-
General Transportation	\$3,253,192	\$1,029,954
General Conditions	\$5,421,987	\$1,716,591
Subtotal Misc.	\$38,638,029	\$6,538,724
Subtotal	\$147,077,772	\$40,870,539
5% Value Engineering Reduction	(\$7,353,889)	(\$2,043,527)
Total (To the nearest (\$1,000))	\$139,724,000	\$38,827,000

6.5 APPENDIX E: CORPORATE GUARANTY

The Developer must provide a Guaranty to secure its obligations for each Sub-Phase no later than 30 days after approval of that Sub-Phase, the proposed form of which is included herein. For this Sub-Phase Application 1, the Developer proposes to provide a Corporate Guaranty equal to 125% of the cost of completion of the obligations. Prior to acceptance of TICD's Corporate Guaranty, TICD will assign its SP1 interests in the DDA to Treasure Island Series 1, LLC, who will execute the obligations and serve as the Developer for the Guaranty. Treasure Island Series 1, LLC is a wholly owned subsidiary of TICD.

GUARANTY AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND)

This GUARANTY AGREEMENT (TREASURE ISLAND/YERBA BUENA ISLAND) (this "**Guaranty**") dated as of _____, 2015 (the "**Effective Date**"), is made by TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC, a California limited liability company ("**Guarantor**"), to and for the benefit of the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation (the "**Authority**"). Unless otherwise defined in this Guaranty, all initially capitalized terms used in this Guaranty shall have the meanings given to them in the DDA (as defined below).

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

RECITALS

A. The Authority and Treasure Island Series 1, LLC, a Delaware limited liability company ("**Developer**"), are parties to that certain Disposition and Development Agreement (Treasure Island/Yerba Buena Island) dated for reference purposes as of June 28, 2011 (including all incorporated exhibits thereto and as amended and may be further amended from time to time, the "**DDA**"), pursuant to that certain Assignment, Assumption and Release Agreement (Treasure Island/Yerba Buena Island), dated as of _____, 2015, by and among Developer, the Authority and Guarantor.

B. In accordance with the DDA, the Authority has given a Sub-Phase Approval dated _____, 2015 for the Sub-Phase commonly known as _____ (as more particularly described in the Sub-Phase Approval and Sub-Phase Application therefor, the "**Guaranteed Sub-Phase**").

C. Guarantor will derive material financial benefit from the DDA and the taking of actions in accordance with the DDA under which the obligation to provide this Guaranty arose. In accordance with section 26.4 of the DDA, Guarantor is willing to provide this Guaranty to the Authority.

AGREEMENT

ACCORDINGLY, in consideration of the matters described in the above Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Guarantor agrees as follows:

1. Guaranty

1.1 Guaranty. Guarantor unconditionally and irrevocably guarantees to the Authority the due and punctual payment (and not merely the collectability) and performance of the Guaranteed Obligations (as defined below), as and when the same shall become due and/or payable, on the terms provided in this Guaranty. The Authority may make a claim under this Guaranty for payment and/or performance of the Guaranteed Obligations by Guarantor only

upon and during the continuance of an Event of Default by Developer under the DDA for failure to fulfill the Guaranteed Obligations. In addition, Guarantor shall pay, and upon the Authority's request shall reimburse the Authority promptly for, all costs and expenses actually incurred by the Authority to enforce the Authority's rights, powers or remedies under this Guaranty (including reasonable collection charges and Attorneys' Fees and Costs (as defined below)) (together with any late payment interest on amounts due as set forth below, the "Reimbursement Amount"). With respect to Guaranteed Obligations that constitute payment (i.e., not performance) obligations under the DDA, any amount due and payable by Guarantor under this Guaranty but not paid within sixty (60) days after receipt of the Authority's written demand therefor shall be accompanied by interest on such amounts at the lesser of ten percent (10%) per annum or the maximum amount permitted by law, calculated from the date of Guarantor's receipt of the Authority's written demand therefor through and including the date of payment of such amounts (calculated on the basis of a 365-day year and for the actual number of days elapsed). With respect to Guaranteed Obligations that constitute performance (i.e., not payment) obligations, to the extent that the Authority makes a claim under this Guaranty for performance of the Guaranteed Obligations the period for performance under the DDA shall be extended as reasonably necessary to permit Guarantor to undertake such performance in an orderly and timely manner.

1.2 Definition of Guaranteed Obligations. As used herein, "Guaranteed Obligations" means all of Developer's obligations under the DDA with respect to the Guaranteed Sub-Phase, including Developer's obligation to Complete all of the Infrastructure, Stormwater Management Controls, Required Improvements and Associated Public Benefits associated with that Sub-Phase, which obligations include but are not limited to all hard and soft costs relating to construction of such Infrastructure, Stormwater Management Controls, Required Improvements and Associated Public Benefits, and all work required to be performed by Developer to Complete such Infrastructure, Stormwater Management Controls, Required Improvements and Associated Public Benefits such as land assembly, mapping, and performance under the Land Acquisition Agreements, but excluding the payment of the Financial Obligations and all Indemnification obligations, each of which are secured by the applicable Base Security; provided, however, that under no circumstances shall the aggregate liability of Guarantor for the Guaranteed Obligations, excluding the Reimbursement Amount, exceed \$ _____ [insert Sub-Phase Construction Secured Amount determined under section 26.4] (the "Secured Amount"). Without limiting the generality of the preceding sentence, to the extent the Guaranteed Obligations include a guaranty of performance, Guarantor shall not be obligated to incur obligations or spend funds for the Guaranteed Obligations that, in the aggregate (including payment obligations to the Authority for the Guaranteed Obligations), exceed the Secured Amount.

1.3 Acknowledgments by Guarantor. Guarantor acknowledges, confirms, and agrees that: (a) it has received fair and adequate consideration for its execution of this Guaranty; (b) it derived material financial benefit from the Authority's execution of the DDA and the Authority's actions under which the obligation to provide this Guaranty arose; and (c) there are no conditions to the full effectiveness of this Guaranty other than those expressly set forth in this Guaranty.

1.4 Independent Obligations; Continuing Guaranty. This Guaranty is a primary and original payment and performance obligation of Guarantor and is absolute, unconditional, continuing and irrevocable.

2. Waivers by Guarantor

2.1 Waivers. Guarantor hereby waives: (a) notice of acceptance of this Guaranty; (b) demand of payment, notice of nonperformance, notice of dishonor, presentation, protest, and indulgences and (except as specifically provided in this Guaranty) notices of any kind whatsoever; (c) any right to assert or plead any statute of limitations relating to this Guaranty and the DDA (and Guarantor agrees that any act that tolls any statute of limitations applicable to the DDA will operate similarly to toll the statute of limitations applicable to Guarantor's liability hereunder); (d) any right to require the Authority to proceed against Developer or any other person or entity liable to the Authority except to the extent expressly set forth in the DDA; (e) any right to require the Authority to apply to the cure of any default any letter of credit or other security it may hold under the DDA, except to the extent expressly set forth in the DDA; (f) until the Guaranteed Obligations have been satisfied in full, any right of subrogation; (g) any right to require the Authority to pursue or enforce any remedy that the Authority now has or may later have against Developer or any other person or entity; (h) any right to participate in any letter of credit or other security now or later held by the Authority; and (i) any defense that may arise by the reason of: (1) the incapacity, lack of authority, death, disability or other defense of Developer or any other person or entity; (2) the revocation or repudiation of this Guaranty by Guarantor; (3) failure of the Authority to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of Developer or any others; (4) any election by the Authority in any proceeding instituted under the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101, *et seq.*); (5) any borrowing or granting of a security interest under section 364 of the United States Bankruptcy Code; (6) the Authority's election of any remedy against Guarantor or Developer or any other party to the extent permitted hereunder or under the DDA; (7) the Authority's taking, modification, or releasing of any collateral or guarantees, or any failure to perfect any security interest in, or the taking of or failure to perfect any other action with respect to any collateral securing performance of obligations under the DDA; (8) any amendment or modification of the DDA or related documents, whether or not known or consented to by Guarantor; or (9) any offset by Guarantor against any obligation now or later owed to Guarantor by Developer or any other person or entity, it being the intention of this Guaranty that Guarantor remain liable to the full extent set forth in this Guaranty until the full performance of each and every term, condition and covenant of the DDA to be performed with respect to the Guaranteed Obligations, notwithstanding any act, omission or thing that might otherwise operate as a legal or equitable discharge of Guarantor. Without limiting the generality of the foregoing, Guarantor expressly waives any and all benefits under California Civil Code sections 2809, 2810, 2819, 2839, 2845, 2846, 2848, 2849, 2850, 2855, 2899 and 3433.

Without limiting the foregoing, Guarantor understands and acknowledges that if the Authority exercises any rights under the DDA or any related agreements, then the exercise of such rights could impair or destroy any ability that Guarantor may have to seek reimbursement, contribution or indemnification from Developer or others based on any right Guarantor may have of subrogation, reimbursement, contribution or indemnification for any amounts paid or cost

incurred by Guarantor under this Guaranty. Guarantor further understands and acknowledges that in the absence of this Section 2.1, such potential impairment or destruction of Guarantor's rights, if any, may entitle Guarantor to assert a defense to this Guaranty based on law or in equity, including, in the case of any real property security, section 580d of the California Code of Civil Procedure as interpreted in Union Bank v. Gradsky, 265 Cal. App. 2d 40 (1968). By executing this Guaranty, Guarantor freely, irrevocably, absolutely and unconditionally:

(i) waives and relinquishes that defense and agrees that Guarantor will be fully liable under this Guaranty even though the Authority may exercise any right or remedy under the DDA, including any act judicially or nonjudicially against any real property security; (ii) agrees that Guarantor will not assert that defense in any action or proceeding which the Authority may commence to enforce this Guaranty; (iii) agrees that the rights and defenses waived by Guarantor under this Guaranty include any right or defense that Guarantor may have or be entitled to assert based on or arising out of law or equity, including any one or more of sections 580a, 580b, 580d or 726 of the California Code of Civil Procedure; (iv) waives notice of default, acceleration, protest or dishonor; (v) waives any notice of sale or other disposition of any security; (vi) waives notice of acceptance of this Guaranty and of the existence, creation or incurring of new or additional guaranteed obligations, and all other notices of any kind with respect to any Guaranteed Obligations except for any notice required to be given to Guarantor under this Guaranty; and (vii) agrees that the Authority relied on these waivers in entering into the DDA and taking the actions under which the obligation to provide this Guaranty arose and that these waivers are a material part of the consideration that the Authority is receiving in connection with such acts.

2.2 Waiver of Subrogation. Subject to the waivers set forth in Section 2.1, upon satisfaction in full of all of the Guaranteed Obligations, Guarantor shall be subrogated to the rights of the Authority against Developer or others with respect to the Guaranteed Obligations, and the Authority agrees to take such steps as Guarantor may reasonably request to implement such subrogation (provided Guarantor shall pay the Authority all costs actually incurred with respect thereto pursuant to the DDA and that the Authority shall not incur any liabilities in taking any such steps).

3. Consents by Guarantor

3.1 Consents; No Discharge of Obligations. Without releasing, discharging, impairing, or otherwise affecting any obligations of Guarantor under this Guaranty or the validity or enforceability of this Guaranty, the Authority, by action or inaction, in its sole and absolute discretion and without notice to Guarantor, may refuse or fail to enforce all or any portion of the Authority's rights, powers or remedies under this Guaranty, the DDA or any related documents. The Authority, in its sole and absolute discretion and without notice to Guarantor may additionally: (a) compromise, settle, extend the time for payment or performance of all or any part of the Guaranteed Obligations; and (b) deal in all respects with Guarantor as if this Guaranty were not in effect. It is the intent of Guarantor and the Authority that Guarantor shall remain liable for the payment and performance of the Guaranteed Obligations and all other obligations guaranteed hereby to the extent set forth herein, notwithstanding any act or thing that might otherwise operate as a legal or equitable discharge of a surety.

3.2 Payments to Other Persons. The Authority shall be under no obligation to marshal any assets in favor of Guarantor or against, or in payment or performance of, any or all of the Guaranteed Obligations. If all or any part of any payment to or for the benefit of the Authority in respect of the Guaranteed Obligations is invalidated, declared to be fraudulent or preferential, set aside, or required for any reason to be repaid or paid over to a trustee, receiver or other person (a "trustee") under any insolvency law or any other law or rule of equity (collectively, "set aside"), to the extent of that payment or repayment, the Guaranteed Obligations (or the part thereof) intended to have been satisfied shall be revived and continued in full force and effect as if that payment had not been made, and Guarantor shall be primarily liable for that obligation, provided that nothing hereunder shall preclude Guarantor from obtaining a refund from a trustee.

3.3 Additional Rights. This Guaranty is in addition to, and not in substitution for or in reduction of, any other guaranty by Guarantor, or any obligation of Guarantor under any other agreement or applicable law that may now or hereafter exist in favor of the Authority. Except as may be expressly provided to the contrary in the DDA, the liability of Guarantor under this Guaranty shall not be contingent upon the enforcement of any lien or realization upon the security, if any, the Authority may at any time possess with respect to the Guaranteed Obligations. Nothing herein shall limit the obligations of Developer or others under the DDA.

3.4 Recourse. The Authority shall have the right to seek recourse against Guarantor to the full extent provided for in this Guaranty, which right shall be absolute and shall not in any way be impaired, deferred, or otherwise diminished by reason of any inability of the Authority to claim any amount of such Guaranteed Obligation from Guarantor or Developer or others as a result of bankruptcy or otherwise, including any limitation on the Authority's claim from Guarantor or Developer or others under section 502(b)(6) of the United States Bankruptcy Code. No election to proceed in one form of action or proceeding, or against any person or entity, or on any obligation, will constitute a waiver of the Authority's right to proceed in any form of action or proceeding or against other persons or entities unless the Authority has expressly waived that right in writing.

4. Representations and Warranties of Guarantor

4.1 Representations and Warranties. Guarantor represents and warrants to the Authority that it has full power and authority to execute, deliver and perform its obligations under this Guaranty, and that execution, delivery and performance have been duly authorized by all requisite action on its part.

4.2 Independent Investigation. Guarantor represents and warrants to the Authority that Guarantor has performed its own independent investigation as to the matters covered by this Guaranty.

5. Termination of Guaranty

5.1 Release/Termination. (a) Partial Release. Upon request by Guarantor and approval by the Authority Director (which approval will not be unreasonably withheld,

conditioned or delayed), Guarantor's liability under this Guaranty shall be proportionately reduced upon partial satisfaction of the Guaranteed Obligations by an amount equal to the cost of specified components of the Guaranteed Obligations when such components are fulfilled, except to the extent Authority has received notice by Developer in accordance with section 16.5.4 of the DDA that the amount of the Guaranty is to be retained by the Authority to the extent necessary to satisfy the requirements for recordation of the Reverter Release.

(b) **Termination.** Guarantor's liability under this Guaranty shall be terminated, discharged and satisfied, and Guarantor shall be relieved of any and all further obligations under this Guaranty for the Guaranteed Obligations upon the complete satisfaction of the obligation secured thereby, as evidenced by the issuance of Developer's last Certificate of Completion with respect to the Guaranteed Sub-Phase, and payment in full of any then outstanding Reimbursement Amount related thereto in accordance with this Guaranty; provided, that (1) if the Authority records the Reversionary Quitclaim Deed with respect to the real property in the Guaranteed Sub-Phase, then this Guaranty shall be terminated as set forth in section 16.5.1(c) of the DDA, and (2) if the Authority terminates the DDA with respect to the Guaranteed Sub-Phase before the issuance of Developer's last Certificate of Completion for that Sub-Phase, then this Guaranty shall be terminated when the Guaranteed Obligations that relate to the period before such termination have been Completed (or, if applicable, upon and in accordance with a final, unappealable judicial determination). Guarantor's liability under this Guaranty shall also be terminated, discharged and satisfied in whole or in applicable part, and Guarantor shall be relieved of any and all further obligations under this Guaranty for all or the applicable part of the Guaranteed Obligations if Developer substitutes this Guaranty, or any portion thereof, with another form of Adequate Security that meets all of the requirements or Approvals needed for it to be Adequate Security as defined in the DDA.

5.2 Evidence of Termination. Following any such termination and upon Guarantor's request, the Authority shall confirm in writing the fact of termination of this Guaranty and promptly return this Guaranty to Guarantor (or, if requested by Guarantor, to Developer).

6. Notices

(a) A notice or communication under this Guaranty by either Guarantor or the Authority to the other shall be sufficiently given or delivered if given in writing and dispatched by hand, by registered or certified mail, postage prepaid, or by a recognized overnight carrier, such as Federal Express, addressed as follows:

- (i) In the case of a notice or communication to the Authority:

Treasure Island Development Authority
c/o Office of Economic and Workforce
Development
City Hall, Rm. 448
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

Attn: Treasure Island Project Director
Facsimile: 415.554.6018

And to:

Office of the City Attorney
City Hall, Rm. 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance
Facsimile: 415.554.4755

- (ii) In the case of a notice or communication sent to Guarantor:

Treasure Island Community Development, LLC
c/o Lennar Urban
One Sansome Street, Suite 3200
San Francisco, California 94104
Attn: Kofi Bonner

And to:

Treasure Island Community Development, LLC
c/o Wilson Meany Sullivan LLC
4 Embarcadero Ctr., Suite 3330
San Francisco, California 94111
Attn: Chris Meany

And to:

Paul Hastings LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attn: David A. Hamsher, Esq.
Facsimile: 415.856.7123

And to:

Gibson, Dunn & Crutcher
555 Mission Street, Suite 3000
San Francisco, CA 94105
Attn: Mary G. Murphy
Facsimile: (415) 374-8480

For convenience, copies of notices may also be given by facsimile.

Every notice pursuant to the terms of this Guaranty must be in writing and must state (or must be accompanied by a cover letter that states) substantially the following:

- (b) the Section of this Guaranty pursuant to which the notice is given and the action or response required, if any;
- (c) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (d) if approval is being requested, that it is a “Request for Approval under Guaranty Agreement”; and
- (e) if it provides notice of a disapproval or an objection that requires reasonableness, specifically and with particularity the reasons therefor.

Any mailing address or facsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days before the effective date of the change. All notices under this Guaranty will be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed or delivered by a recognized carrier, on the delivery date or attempted delivery date shown on the return receipt or in the records of such carrier, as applicable. Official or binding notice may not be given by facsimile. The effective time of a notice shall not be affected by the receipt, before receipt of the original, of a facsimile copy of the notice.

7. General Provisions

7.1 Successors and Assigns. This Guaranty will be binding upon, and inure to the benefit of, Guarantor and the Authority and their respective successors, heirs, administrators and assigns.

7.2 Amendments. This Guaranty may be amended or modified only by a written instrument executed by the Authority and Guarantor.

7.3 Waivers. No action taken pursuant to this Guaranty by the Authority shall be deemed to be a waiver by the Authority of Guarantor’s compliance with any of the provisions hereof. No waiver by the Authority of any breach of any provision of this Guaranty shall be construed as a waiver by the Authority of any subsequent or different breach. No forbearance by the Authority to seek a remedy for noncompliance hereunder or breach by Guarantor shall be construed as a waiver by the Authority of any right or remedy with respect to such noncompliance or breach.

7.4 Continuation and Survival of Covenants. All covenants by Guarantor contained herein shall be deemed to be material and shall survive any termination of the DDA or a portion thereof if the Guaranteed Obligations have arisen and not been satisfied as of the date of any such termination.

7.5 Governing Law; Selection of Forum. This Guaranty shall be governed by and construed in accordance with the laws of the State of California. As part of the consideration for the DDA and the Authority’s actions under which the obligation to provide this Guaranty arose, Guarantor agrees that all actions or proceedings arising directly or indirectly under this Guaranty may, at the sole option of the Authority, be litigated in courts located within the State of California, and Guarantor expressly consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon Guarantor wherever Guarantor may then be located, or by certified or registered mail directed to Guarantor at the address set forth in this Guaranty for the delivery of notices.

7.6 Merger of Prior Agreements. Guarantor and the Authority intend that this Guaranty shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. Guarantor and the Authority further intend that this Guaranty shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Guaranty.

7.7 Interpretation of Guaranty. Unless otherwise specified, whenever in this Guaranty reference is made to any Section, or any defined term, the reference shall be deemed to refer to the Section or defined term of this Guaranty. Any reference to a Section includes all subsections and subparagraphs of that Section. The use in this Guaranty of the words “including”, “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to”, or words of similar import, is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. In the event of a conflict between the Recitals and the remaining provisions of the Guaranty, the remaining provisions shall prevail. Any titles of the several parts and Sections of this Guaranty are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The masculine, feminine or neutral gender and the singular and plural forms include the others whenever the context requires. References to days, months and years mean calendar days, months and years unless otherwise specified. References to any law, specifically or generally, will mean the law as amended, supplemented or superseded from time to time. The provisions of this Guaranty shall be construed as a whole according to their common meaning and not strictly for or against either Guarantor or the Authority in order to achieve the objectives and purposes of Guarantor and the Authority, regardless of who drafted this Guaranty.

7.8 Attorneys’ Fees and Costs. Should either Guarantor or the Authority institute any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Guaranty, the prevailing party shall be entitled to receive from the losing party court costs incurred by the prevailing party including expert witness fees and costs and expenses, travel time and associated costs; transcript preparation fees and costs; document copying expenses; exhibit preparation costs; carrier expenses and postage and

communications expenses; such amount as a court or other decision maker may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding; fees and costs associated with execution upon any judgment or order; and costs on appeal and any collection efforts (the "**Attorneys' Fees and Costs**"). For purposes of this Guaranty, the Attorneys' Fees and Costs shall include the fees and costs of in-house counsel for the City, the Authority and Guarantor based on the fees regularly charged by private attorneys with the equivalent number of years of professional experience in the subject matter area of the law for which the City's, the Authority's or Guarantor's in-house counsel's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the City, the Authority or Guarantor.

7.9 Severability. Invalidation of any provision of this Guaranty, or of its application to any person or entity, by judgment or court order, will not affect any other provision of this Guaranty or its application to any other person, entity or circumstance, and the remaining portions of this Guaranty shall continue in full force and effect, unless enforcement of this Guaranty as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Guaranty.

7.10 Substitute Security. (a) Substitute Security. If at any time during the period this Guaranty is in effect, the Net Worth of Guarantor falls below Fifty Million Dollars (\$50,000,000) (the "**Net Worth Requirement**"), or Guarantor causes or allows to occur a Significant Change (as defined in Section 7.10(b) below) (each, a "**Substitute Security Event**"), then Guarantor shall notify the Authority and Developer as soon as reasonably practicable. On each five (5) year anniversary of the Effective Date (as defined in the DDA; for avoidance of doubt such Effective Date is _____), the Net Worth Requirement shall be increased, automatically, by an amount equal to ten percent (10%) of the then current Net Worth Requirement. Upon the occurrence of a Substitute Security Event, Developer is required under section 26.3 of the DDA to supply the Authority with a substitute guaranty (in the form of this Guaranty), an unconditional letter of credit, or other form of security, in each case: (i) in favor of the Authority; (ii) in form and substance, and issued by persons or entities, reasonably satisfactory to the Authority (including satisfaction of the Net Worth Requirement); (iii) in the amount of one hundred percent (100%) of the Guaranteed Obligations up to the Secured Amount; and (iv) to remain in effect until the Guaranteed Obligations are fulfilled, but will be reduced from time to time, in accordance with the release provisions of Section 5.1(a) above ("**Substitute Security**"). If Developer does not supply the Authority with the Substitute Security within the time period required under the DDA, the Authority shall notify Guarantor and Guarantor shall provide such Substitute Security within ten (10) days after the Authority's notice. Failure of the Authority to give notice of Developer's failure to provide the Substitute Security shall not relieve Guarantor of its obligations hereunder. It shall be a default of Guarantor under this Guaranty, and a default of Developer under the terms of the DDA, if Guarantor fails to provide the Substitute Security within ten (10) days after the Authority's notice. The Authority's sole remedy against Guarantor for Guarantor's failure to provide the Substitute Security in the event Developer does not provide it as required under the DDA will be to require Guarantor to specifically perform its obligation to provide the Substitute Security in the Secured Amount and not to seek damages against Guarantor attributable to such failure;

however, this limitation on remedies shall apply only to Guarantor's failure to provide the Substitute Security in the event Developer fails to provide the Substitute Security as required under the DDA, not to the Authority's rights to enforce this Guaranty generally, and shall not limit the Authority's rights against Developer under the DDA. Upon the Developer or Guarantor providing the Substitute Security required under this Section 7.10(a), the Authority shall promptly return this Guaranty.

(b) Significant Change. For purposes of Section 7.10(a) above, "**Significant Change**" means (i) Guarantor files a petition for bankruptcy, or makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed on account of Guarantor's insolvency, (iii) a writ of execution or attachment or any similar process is issued or levied against any bank accounts of Guarantor, or against any property or assets of Guarantor being used or required for use in the development of the Infrastructure or against any substantial portion of any other property or assets of Guarantor unless a writ of execution is dismissed within ninety (90) days and a writ of attachment is dismissed within thirty (30) days, (iv) a final non-appealable judgment is entered against Guarantor in an amount in excess of ten percent (10%) of Guarantor's Net Worth and Guarantor does not satisfy or bond the judgment within twenty (20) days, or (v) without the consent of Guarantor, an application for relief is filed against Guarantor under any federal or state bankruptcy law, unless the application is dismissed within ninety (90) days.

7.11 Counterparts. This Guaranty may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7.12 No Third Party Beneficiaries. No person or entity other than the Authority and Guarantor shall have or acquire any right or action of any kind based upon the provisions of this Guaranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Guarantor and the Authority, each being duly authorized, have executed and delivered this Guaranty as of the Effective Date.

GUARANTOR:

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: UST Lennar HW Scala SF Joint Venture,
a Delaware general partnership
its co-Managing Member

By: _____
Name: Kofi Bonner
Title: President

By: KSWM Treasure Island, LLC,
a California limited liability company
its co-Managing Member

By: WMS Treasure Island Development I, LLC,
a Delaware limited liability company
its Member

By: Wilson Meany Sullivan LLC,
a California limited liability company
its Sole Member and Manager

By: _____
Name: Christopher Meany
Title: Managing Member

[SIGNATURES CONTINUE ON NEXT PAGE]

ACCEPTED AND AGREED:

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

AUTHORITY:

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

By: _____
Name: _____
Title: Executive Director