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**COMPROMISE TITLE SETTLEMENT AND
LAND EXCHANGE AGREEMENT FOR
TREASURE ISLAND AND YERBA BUENA ISLAND**

This TRUST EXCHANGE AGREEMENT FOR TREASURE ISLAND AND YERBA BUENA ISLAND ("Agreement") is dated for reference as of NOV 14, 2014. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("Commission"), and the TREASURE ISLAND DEVELOPMENT AUTHORITY ("TIDA"). The Commission and TIDA are referred to together as the "Parties." This Agreement is entered into pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007, Chapter 208, Statutes of 2009, and Chapter 429, Statutes of 2011 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997, as amended ("Conversion Act").

RECITALS

A. This Agreement concerns real property located within the site of the former Naval Station Treasure Island in the City and County of San Francisco ("City"). The "Public Trust Lands" are described in Exhibit A (Legal Description of Public Trust Lands). The "Trust Termination Lands" are described in Exhibit B (Legal Description of Trust Termination Lands). The "Job Corps Parcel" is described in Exhibit C (Legal Description of Job Corps Parcel). The "Yerba Buena Non-Trust Lands" are described in Exhibit D (Legal Description of Yerba Buena Non-Trust Lands). The Public Trust Lands, Trust Termination Lands, Job Corps Parcel and the Yerba Buena Non-Trust Lands together comprise the land described in the definition of "TIDA

property” in the Exchange Act (“TIDA Property”). The TIDA Property is depicted for reference purposes in **Exhibit E** (Illustrative Plat of TIDA Property).

B. Upon its admission to the Union on September 9, 1850, the State of California (“State”), by virtue of its sovereignty, received in trust for purposes of commerce, navigation and fisheries (the “Public Trust”) all right, title, and interest in tide and submerged lands (collectively “tidelands”) within its boundaries waterward of the ordinary high water mark. Article X, section 3 of the California Constitution generally prohibits the conveyance of tidelands within two miles of any incorporated city, city and county, or town into private ownership. Since the adoption of Article X, section 3 of the California Constitution on May 7, 1879, the TIDA Property has been within two miles of the City. The TIDA Property includes lands that, at the time California became a state, were tidelands subject to the Public Trust.

C. The portion of the TIDA Property commonly known as Treasure Island was historically tidelands in its entirety. In 1933, the Legislature granted the tidelands comprising what is now Treasure Island to the City for construction of an airport (Chapter 912, Statutes of 1933), and amended the grant in 1935 to authorize use of the lands for the Golden Gate International Exposition (Chapter 162, Statutes of 1935). The City built Treasure Island between 1936 and 1939 by depositing sand and gravel on shoals north of Yerba Buena Island and surrounding that fill with a rock retaining wall.

D. The TIDA Property also includes a portion of Yerba Buena Island, a natural island comprised primarily of uplands not subject to the Public Trust. Yerba Buena Island was acquired by the United States Navy in 1898.

E. In 1941, the City leased Treasure Island to the United States, and Treasure Island and Yerba Buena Island became a military base. The Navy initiated federal court proceedings to condemn Treasure Island and portions of the surrounding unfilled tidelands in 1942, and took title to those lands in 1944 pursuant to a consent judgment.

F. Pursuant to a decision of the federal Base Realignment and Closure Commission in 1993, Naval Station Treasure Island was officially closed on September 30, 1997. As the approved local reuse authority for the TIDA Property, TIDA may lawfully accept title to the TIDA Property from the federal government.

G. In 1997, the Legislature enacted the Conversion Act. Among other things, the Conversion Act grants in trust to TIDA the State’s sovereign interest in filled and unfilled tidelands within the TIDA Property and establishes TIDA as the trust administrator for those lands. The Conversion Act places certain terms, conditions and requirements on TIDA’s use of the granted lands (“Conversion Act Trust”), including the requirement that all money received or collected by TIDA from or arising out of the use or operation of the granted lands be deposited into a special fund to be used only for uses and purposes consistent with the Public Trust. For purposes of this Agreement, the Public Trust, the Conversion Act Trust, and the restrictions on alienation imposed by Article X, section 3 of the California Constitution are collectively referred to as the “Trust.”

H. The Navy is presently in negotiations with the City and TIDA for the transfer of the Public Trust Lands, Trust Termination Lands, and Yerba Buena Non-Trust Lands from the Navy to TIDA. It is anticipated that the TIDA Property will be transferred to TIDA based on one or more Findings of Suitability to Transfer ("FOST"), although a portion of the TIDA Property may be transferred to TIDA based on one or more Findings of Suitability for Early Transfer ("FOSET").

I. The extent to which filled and unfilled tidelands may be subject to the Trust within the TIDA Property is subject to dispute. The State and the federal government disagree as to the effect of the federal condemnation judgment on the existence of the Trust on those lands. This dispute gives rise to title uncertainty that could result in lengthy land title and boundary litigation. The Legislature has declared in the Exchange Act that it is in the best interest of the people of California to resolve this uncertainty in a manner that furthers the purposes of the Trust.

J. The Legislature has further declared in the Exchange Act that the existing configuration of Trust and non-Trust lands within the TIDA Property is such that the purposes of the Trust cannot be fully realized.

(i) Yerba Buena Island has been in public ownership for over a century. As a natural and largely undeveloped island situated in San Francisco Bay between the Bay's two major metropolitan centers, the island presents an extraordinary opportunity to promote and enhance Public Trust values not only along its shoreline, but also at the island's higher elevations, which provide a context for the Bay that cannot be replicated elsewhere. The shoreline, portions of the upper slopes, and the hilltop area on Yerba Buena Island are of high value to the Trust due to their existing or potential Public Trust consistent recreational, scenic, and habitat uses, but are currently not subject to the Trust. Clipper Cove beach provides direct public access to the shoreline. Upper portions of the island afford dramatic views of San Francisco Bay as well as unique views across the Bay to the region's celebrated natural and urban landmarks -- including Mount Tamalpais and the Marin Headlands, Alcatraz, Angel, and Treasure Islands, downtown San Francisco, the cities of the South Bay and East Bay, and all five of the Bay's bridges -- providing a rare opportunity to view the region in the context of its Bay environment. The island and surrounding waters provide habitat for a diversity of plants and wildlife, including three special status bird species (American peregrine falcon, double-crested cormorant, and California brown pelican). The protection and enhancement of shoreline and adjacent upland habitat promotes the Public Trust. The California Supreme Court has recognized that "one of the most important public uses of the tidelands -- a use encompassed within the tidelands trust -- is the preservation of those lands in their natural state, so that they may serve as ecological units for scientific study, as open space, and as environments which provide food and habitat for birds and marine life, and which favorably affect the scenery and climate of the area." Marks v. Whitney (1971) 6. Cal.3d. 251. In addition, there are portions of Yerba Buena Island developed with structures, including the Senior Officers' Quarters Historic District, which have the potential to be useful for service to visitors.

(ii) Certain filled tidelands on Treasure Island are useful for Trust purposes. These include the entire shoreline of the island and adjacent lands, as well as lands that have been cut off from the water but, due to their location and attributes, remain useful to the Trust for

future open space and other Trust uses, including but not limited to the following: a wetland creation site; a pedestrian and bicycle corridor around the shoreline of the island linked with a major open space and recreational park in the northern and eastern portions of the island; a proposed ferry terminal and plaza, a marina, and other public waterfront amenities; a major visitor-serving commercial core including retail and hospitality uses connecting the historic buildings, the ferry terminal and the waterfront; and other public ways that will provide waterfront access and enhance water views from the island.

(iii) The remaining filled tidelands on Treasure Island that are cut off from water access do not have the utility described in the preceding paragraph and are no longer needed or useful for Trust purposes. Development of these lands for non-Trust uses that are consistent with the goals of the Conversion Act will not interfere with Trust purposes and will provide revenues needed to improve the Public Trust Lands in a manner that will maximize their value to the Trust.

K. Development of the TIDA Property will require substantial investment in seismic and flood protection improvements on Treasure Island, including improvements to both the perimeter and interior of the island, to: (i) reduce the risk that buildings and other public infrastructure serving Public Trust Lands on the island will experience structural failure caused by liquefaction and lateral spreading during a severe earthquake, (ii) protect against periodic wave overtopping and storm surges, and (iii) proactively address future sea level rise. Development will also require replacement or upgrading of all of the infrastructure and utility systems on the islands. In addition, several historic buildings, including those commonly known as Buildings 1, 2, and 3 on Treasure Island, and the Senior Officers' Quarters Historic District, Quarters 10 and Building 267, and the Torpedo Storehouse on Yerba Buena Island, will require substantial renovation to preserve their integrity and historic character. Development must generate sufficient revenue to render the needed seismic and infrastructure improvements and historic renovations financially feasible. This cannot occur unless Trust title uncertainties on Treasure Island are resolved and the Trust is lifted from those portions of the island not needed for Trust purposes.

L. The land exchange and boundary settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands within the TIDA Property; to resolve the Trust status of certain disputed lands within the TIDA Property; to confirm or impress the Trust on the lands of greatest value to the Trust on Treasure Island; to impress the Trust on those lands of greatest value to the Trust on Yerba Buena Island; to render development of Treasure Island economically feasible by removing the Trust Termination Lands from the Trust; and to allow the Public Trust Lands to be used to the greatest benefit of the people of this State.

M. Absent a Trust exchange, the uncertainties alleged by the federal government regarding the sovereign trust title of lands on Treasure Island would remain. Most of the lands on Yerba Buena Island that are of high value to the Trust would remain free of the Trust and could therefore be cut off from public access and developed for non-Trust uses. In addition, the interior lands on Treasure Island not useful for Trust purposes could not be used for residential or other non-Trust uses except under limited circumstances set forth in the Conversion Act. The revenues from these uses are essential for the economic development of the island and for the financial

feasibility of needed seismic upgrades, flood protection, historic preservation, and improvement of the Treasure Island waterfront and adjacent open space for Trust purposes.

N. Through the Exchange Act, the Legislature authorized the settlement of Trust land title questions within the TIDA Property to the benefit of the Trust. To implement this settlement, the Legislature approved an exchange of lands within the TIDA Property that would result in a configuration of Public Trust lands substantially similar to that shown on the diagram ("Exchange Diagram") in section 12 of that Act, subject to certain exceptions and requirements set forth in the Act. The Act authorizes the Commission to carry out the exchange and to establish appropriate procedures for doing so. The Act further requires the Commission to make certain findings and establish certain conditions before approving the exchange. This Agreement sets forth the procedures for and the terms of the exchange pursuant to the Exchange Act. The findings made in support of this Agreement are in accordance with the Act.

O. The Yerba Buena Non-Trust Lands consist of that portion of the TIDA Property located on Yerba Buena Island that is not part of the Public Trust Lands or Trust Termination Lands. The Yerba Buena Non-Trust Lands are not subject to the Public Trust or any claim by the State to the Public Trust and are not involved in the trust exchange contemplated by this Agreement.

P. TIDA has entered into a number of agreements approved by its Board of Directors governing future development of the TIDA Property, including the Disposition and Development Agreement (Treasure Island/Yerba Buena Island), and related documents including: the Treasure Island and Yerba Buena Island Design for Development, the Yerba Buena Island Habitat Management Plan ("Habitat Management Plan"), an Infrastructure Plan, and a Parks and Open Space Plan. Collectively, the plans and agreements governing development at Treasure Island and Yerba Buena Island are referred to as the "Development Plan." The Commission is not a party to these agreements and except as specifically provided herein, the Commission has not approved any portion of these agreements.

Q. The Development Plan includes a land use plan as well as comprehensive plans for infrastructure, open space, transportation, sustainability, public facilities, financing and economic development. The Development Plan includes new infrastructure and transportation facilities to support newly developed uses on Treasure Island and Yerba Buena Island, including uses that are water-dependent and Trust-consistent. Implementation of the Development Plan will establish a model of environmentally sustainable development, and will result in the improvement or enhancement of the Public Trust Lands for Public Trust uses such as open space, public access, water-related recreation, visitor serving facilities, wildlife habitat, circulation to and along the waterfront or similar trust-consistent uses.

R. The Development Plan includes a transportation plan that provides public street access to all of the Public Trust Lands. The public street layout for Treasure Island provides vehicular access to and along the eastern and western shores to the proposed recreational resources and wetlands at the north end of the island, and provides east-west access near the southern end of the island, linking the proposed ferry terminal with the water-dependent and trust-consistent uses on the southern shore at the marina facilities and Pier One. This Agreement includes provisions to ensure that development of the TIDA Property includes adequate access

from the public streets to the Public Trust Lands, including public roadway access along the western shoreline of Treasure Island, as required by the Exchange Act.

S. The Exchange Act also requires the Commission to find that sufficient building height limitations are in place to ensure that development on Yerba Buena Island will not significantly obstruct views of the bay from public hilltop areas on Yerba Buena Island as framed by structures existing as of January 1, 2010. The Exchange Act defines "public hilltop areas" as the westernmost hilltop on Yerba Buena Island, having an elevation of approximately 320 feet, and the easternmost hilltop on Yerba Buena Island, having an elevation of approximately 340 feet ("Public Hilltop Areas"). The Development Plan includes height limits for buildings on those portions of Yerba Buena Island that are subject to development. Consistent with these height limits, and as required by the Exchange Act, this Agreement contains provisions limiting building heights to ensure that that development on Yerba Buena Island will not significantly obstruct Bay views from Public Hilltop Areas as framed by structures existing as of January 1, 2010, and that views will be enhanced by removal of non-native vegetation in conjunction with park development on the Public Hilltop Areas.

T. The exchange authorized by this Agreement will substantially benefit the Trust and will not result in any interference with the uses and purposes of the Trust. The exchange will place or confirm the Public Trust Lands in the Trust. The Public Trust Lands reflect a configuration of lands that is most advantageous to the Trust in light of all relevant considerations, including but not limited to the considerations set forth in Recitals A through S above. The Public Trust Lands include all of the lands within the TIDA Property above the current mean high tide line that are immediately adjacent to the waterfront, as well as certain interior lands that are useful to the Trust, together totaling approximately 292 acres. The Public Trust Lands also include all of the approximately 540 acres of land within the TIDA Property that are presently tide or submerged lands.

U. The exchange will terminate any Trust interests in the Trust Termination Lands, which total approximately 150 acres. As described in Recital J(iii) above, all former tidelands within the Trust Termination Lands have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. The Trust Termination Lands constitute a relatively small portion of the more than 1,000 acres of filled tidelands within the City that have been granted to the City or other trustees by the State.

V. In interest of settlement, the Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary values of the Trust Termination Lands and the Public Trust Lands and has reached an independent conclusion regarding the economic values of these properties. The monetary value of land or interests in land to be received as Public Trust Lands is equal to or greater than the monetary value of the Trust interests to be terminated in the Trust Termination Lands.

W. The Job Corps Parcel is a 37-acre parcel of land on Treasure Island currently owned and administered by the United States Department of Labor. The Jobs Corps Parcel is surrounded by Navy-owned lands to be transferred to TIDA. There are no immediate plans to transfer the Job Corps Parcel out of federal ownership. However, depending on future plans of

the federal government for the Job Corps center, there may be opportunities for transferring all or a portion of the lands out of federal ownership, either all at once or in phases. The Exchange Act provides that lands within the Job Corps Parcel may be incorporated into the exchange authorized thereby, either as part of the main exchange or in one or more subsequent phases, in accordance with conditions set forth in the Exchange Act. This Agreement provides that all or part of the Job Corps Parcel may be added to or removed from the Trust in one or more subsequent phases of this exchange, provided the Commission makes the findings required by the Exchange Act.

X. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the phasing provisions, conditions of closing, and other terms and conditions of this Agreement:

(i) TIDA will convey to the Commission by quitclaim deed its interests in the Public Trust Lands and Trust Termination Lands following the conveyance of those lands to TIDA from the Navy;

(ii) After accepting the Public Trust Lands from TIDA, the Commission will convey by patent the Public Trust Lands to TIDA as sovereign lands, subject to the Trust; and

(iii) After accepting the Trust Termination Lands from TIDA, the Commission will convey by patent the Trust Termination Lands to TIDA, free of the Trust.

Y. This Agreement contemplates that the conveyances called for hereunder will occur in a series of phased closings (each a "Closing Phase") as TIDA acquires portions of the TIDA Property from the United States. The portions of the TIDA Property to be exchanged in each Closing Phase (each a "Phase Area"), as presently anticipated by the Parties, are depicted for illustrative purposes in **Exhibit F** (Illustrative Plat of Phase Areas). Each Closing Phase will effectuate the conveyance of the lands within one or more Phase Areas depicted in **Exhibit F**, as that exhibit may be modified by the Parties as provided in this Agreement.

Z. The Parties presently anticipate that all of the lands within the TIDA Property will be remediated by the United States prior to transfer to TIDA, and that the United States will provide a warranty for the lands in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code. However, it is possible that a portion of the lands within the TIDA Property will be conveyed to TIDA by early transfer, prior to complete remediation by the United States. In accordance with section 7 of the Exchange Act, this Agreement provides that Public Trust Lands may not be exchanged unless and until the United States has provided a warranty, or TIDA has obtained a warranty deferral for the lands, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, and the Commission has made a written finding that sufficient liability measures and implementation measures will be in place upon the completion of the exchange.

AA. TIDA approved this Agreement through TIDA Resolution 11-20-04/21, adopted by TIDA on April 21, 2011. The City's Board of Supervisors approved this Agreement through BOS Resolution 244-11, adopted by the Board of Supervisors on June 7, 2011. The Commission approved this Agreement at its meeting of October 14, 2014.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties hereby agree as follows:

1. The Establishment of the Trust in the Public Trust Lands. The Trust shall be established in the Public Trust Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 29, and the other terms and conditions of this Agreement:

a. TIDA shall convey, remise, release, and forever quitclaim to the Commission all of TIDA's right, title, and interest in the Public Trust Lands described in Exhibit A. The conveyance of Public Trust Lands from TIDA to the State shall be by Quitclaim Deed in the form of Exhibit G (Form of TIDA Quitclaim Deed).

b. The Commission shall accept from TIDA the Public Trust Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Public Trust Lands shall be in the form of Exhibit H (Form of Commission Certificate of Acceptance for Public Trust Lands).

c. The Commission shall convey, remise, release, and forever quitclaim, in trust, to TIDA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission by TIDA) in the Public Trust Lands. The conveyance of Public Trust Lands from the Commission to TIDA shall be by Patent in the form of Exhibit I (Form of Patent of Public Trust Lands), and shall be held by TIDA as sovereign lands subject to the Trust.

d. TIDA shall accept the conveyances from the Commission of the Public Trust Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of Exhibit J (Form of TIDA Certificate of Acceptance for Public Trust Lands).

2. The Termination of the Trust in the Trust Termination Lands. The Trust shall be terminated in the Trust Termination Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 29, and the other terms and conditions of this Agreement:

a. TIDA shall convey, remise, release, and forever quitclaim to the Commission all of TIDA's right, title, and interest in the Trust Termination Lands described in Exhibit B. The conveyance of the Trust Termination Lands from TIDA to the Commission shall be by Quitclaim Deed in the form of Exhibit G.

b. The Commission shall accept from TIDA the Trust Termination Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Trust Termination Lands shall be in the form of Exhibit K (Form of Commission Certificate of Acceptance for Trust Termination Lands).

c. The Commission shall convey, remise, release, and forever quitclaim to TIDA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission from TIDA) in the Trust Termination Lands. The conveyance of the Trust Termination Lands by the Commission to TIDA shall be by Patent in the form of **Exhibit L** (Form of Patent for Trust Termination Lands), and shall specifically release and terminate any Trust interest in said parcels.

d. TIDA shall accept the conveyances from the Commission of the Trust Termination Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of **Exhibit M** (Form of TIDA Certificate of Acceptance for Trust Termination Lands).

3. Closing Phases.

a. The conveyances described in Sections 1 and 2 above shall be effectuated through a series of Closing Phases (collectively, the "Phasing Plan"). The boundaries of the lands to be conveyed in each Closing Phase shall substantially conform to the boundaries in one or more of the Phase Areas depicted in **Exhibit F**. Notwithstanding anything to the contrary in Section 1 or 2, the Parties shall be obligated to convey at each Closing Phase only those portions of the Public Trust Lands and Trust Termination Lands that lie within the Phase Area(s) associated with that Closing Phase.

b. The first Closing Phase shall consist of substantially all of the lands within the area depicted as "Phase Area 1" in **Exhibit F**. Each of the remaining Closing Phases shall consist of substantially all of the lands in one or more of the remaining Phase Areas depicted in **Exhibit F** and may proceed in any order.

c. Within 30 days after receiving written notice of the initiation of a Closing Phase pursuant to Section 26 below, the Executive Officer, in his or her sole discretion, shall determine whether the Closing Phase or Phases described therein substantially conform to the boundaries of one or more Phase Areas depicted in **Exhibit F** and communicate the determination to TIDA in writing. A Closing Phase that differs from one depicted in **Exhibit F** solely due to a non-material adjustment to the boundary of one or more parcels within the Closing Phase shall be deemed to substantially conform with **Exhibit F**.

d. If TIDA wishes to revise the Phasing Plan in a manner that causes one or more Closing Phases to substantially differ from those shown in Exhibit F, TIDA may, at any time, submit to the Commission a complete set of diagrams depicting such revisions (a "Revised Phasing Plan"). The Commission may approve the Revised Phasing Plan and replace **Exhibit F** with such upon finding (i) the completion of all phases will result in a configuration of Public Trust lands substantially similar to that shown in the Exchange Diagram and (ii) that after each Closing Phase under the Revised Phasing Plan, the cumulative lands or interests in lands that have been exchanged into the Public Trust will be configured in a way that furthers the purposes of the overall exchange, including, but not limited to, having access to streets as finally configured in the TIDA Property.

4. Procedures for Adjusting Parcel Boundaries. TIDA and the Commission anticipate that a number of development approvals within the TIDA Property, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the relevant exchange phases have closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure, including streets to be held subject to the Public Trust. Accordingly, minor adjustments to the boundaries between the Public Trust Lands and the Trust Termination Lands or the Yerba Buena Non-Trust Lands, as those boundaries are depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. Such a change (a "Parcel Boundary Adjustment") shall proceed in accordance with the following procedures:

a. TIDA may request from the Executive Officer approval of a Parcel Boundary Adjustment that makes no material change in parcel boundaries. The Executive Officer shall approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries. A Parcel Boundary Adjustment would make a material change in parcel boundaries if it would cause the Final Public Trust configuration to be inconsistent with the diagram in the Exchange Statute. TIDA shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. If the Executive Officer determines that the proposed Parcel Boundary Adjustment would make a material change to the parcel boundaries, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 4(c), below.

b. TIDA may request approval of any Parcel Boundary Adjustment from the Commission. TIDA shall provide the Commission with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment.

c. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, (1) would not constitute a material change in the parcel boundaries, or (2) would be a material change, but the change would result in a configuration of Public Trust Lands substantially similar to the configuration shown in the Exchange Diagram and makes any other findings with respect to the proposed configuration that may be required by the Exchange Act. The Commission's approval shall not be unreasonably delayed or withheld, subject to the review standards set forth in this Section 4(c)

d. Following Executive Officer or Commission approval, TIDA and Commission staff shall cooperate in the actions necessary to effectuate the Parcel Boundary Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at TIDA's sole cost and expense. Upon written approval by Commission staff and TIDA of revised exhibits reflecting the Parcel Boundary Adjustment approved by the Commission pursuant to this Section 4, the revised exhibits shall be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects a parcel that was previously conveyed in a prior closing under this

Agreement, the TIDA and the Commission shall cooperate in undertaking any conveyances, boundary line adjustments, or other actions necessary to effectuate the Parcel Boundary Adjustment as to that parcel.

5. Acknowledgement of United States Warranties and Indemnities. The Parties to this Agreement acknowledge that, through the conveyances described in this Agreement, any and all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities will, by operation of law, be transferred to the extent provided by applicable law, along with the conveyances of any lands subject to such warranties pursuant to this Agreement to the Commission, TIDA, and any other person or entity that acquires ownership or control of any of the lands conveyed under this Agreement or any portion thereof. The Parties acknowledge that the conveyances described in this Agreement do not cause the grantor to lose any warranty or indemnity provided by the United States.

6. State Minerals Reservation. The Commission excepts from the conveyances made pursuant to Section 1 of this Agreement and reserves unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the lands hereafter conveyed to TIDA as Public Trust Lands pursuant to this Agreement. Such mineral rights shall include, but are not limited to, oil and gas rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by the grantee or by the grantee's successor, assigns or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of TIDA or its successors or assigns.

7. Public Access. Subject to Section 10 of this Agreement, TIDA shall not approve a plan or permit for the construction of public streets within the Public Trust Lands unless (a) the proposed streets materially conform to the configuration depicted in Exhibit N (Trust Streets Diagram) and (b) measures are in place to ensure that those portions of such streets adjacent to new development on the Trust Termination Lands are constructed prior to or concurrently with the construction of the adjacent new development. The infrastructure-related requirements set forth in the Disposition and Development Agreement (Treasure Island/Yerba Buena Island) by and between TIDA and the Treasure Island Community Development, LLC, dated for references purposes June 28, 2011 ("DDA"), as those requirements pertain to vertical development, and as those requirements may be amended from time to time without substantial change, shall be deemed to satisfy clause (b) of this section.

8. Building Height Limits. Subject to Section 10 of this Agreement, TIDA shall not authorize the submittal to the Planning Department of an Application for Vertical Improvements, as those terms are defined in the DDA, within the Yerba Buena Non-Trust Lands unless the building heights shown in the schematic drawings accompanying such Application materially conform to the height limits set forth in Exhibit O (Building Height Limits Diagram). Subject to Section 10 of this Agreement, TIDA shall not approve the form of the Vertical DDA, as that term is defined in the DDA and pursuant to Section 4.1 of the DDA, unless the form of the Vertical DDA includes a provision requiring vertical development within the Yerba Buena Non-Trust Lands to conform to the height limits set forth in Exhibit O.

9. Deviations from Exhibit N and Exhibit O. Notwithstanding Sections 7 and 8 of this Agreement, TIDA may make the approvals described in those sections for development that does not materially conform to Exhibit N and Exhibit O hereto provided that the Commission finds that the proposed development meets the requirements of sections 7(b)(2) and 7(b)(5) of the Exchange Act.

10. Yerba Buena Island Public Trust Improvements.

a. Consistent with the purposes of the Exchange Act, the Development Plan authorizes the use and/or improvement of the Public Trust Lands on Yerba Buena Island for Public Trust-consistent parks, open space, public access, habitat management, hotels and other public accommodations, and related uses ancillary to the foregoing. Prior to approving any amendments to the Development Plan that would authorize improvements for uses on the Yerba Buena Island Public Trust Lands other than the foregoing uses, or prior to approving improvements that would require an amendment to the Habitat Management Plan, TIDA shall provide Commission staff with a copy of all proposed amendments, together with sufficient plans and other information to describe the scope and character of the improvements.

b. Within two years after the issuance of the first building permit for new development on Yerba Buena Island, and on the fifth, eighth and eleventh anniversaries of the issuance of the first building permit, TIDA shall submit to the Commission a report describing the progress made in the implementation of the management zone prescriptions set forth in the Habitat Management Plan.

c. Within 60 calendar days of a submittal to the Commission pursuant to paragraphs (a) or (b) above ("Submittal"), the Executive Officer of the Commission shall provide TIDA with a written advisory determination ("Consistency Determination") of whether (i) in the case of amendments submitted pursuant to paragraph (a), the amendments are consistent with the intent and purposes of the Public Trust or the Exchange Act, or (ii) in the case of a report submitted pursuant to paragraph (b), whether sufficient progress in the implementation of the management zone prescriptions of the Habitat Management Plan has been made and is consistent with the intent and purposes of the Exchange Act. A Consistency Determination shall state the factual and legal basis for the Executive Officer's decision. If the Executive Office fails to provide TIDA with a Consistency Determination within 60 calendar days after receipt of a Submittal, the Submittal shall be deemed to be consistent with the intent and purposes of the Public Trust and the Exchange Act. TIDA may request in writing Commission review of the Executive Officer's Consistency Determination, in which case the Commission's decision shall

supersede the Consistency Determination for purposes of this paragraph. If the Commission does not take action within 90 calendar days of receipt of the written request for review, the Submittal shall be deemed to be consistent with the intent and purposes of the Public Trust and the Exchange Act. Nothing in this paragraph limits TIDA's ability to undertake actions consistent with the Public Trust and the Exchange Act the Commission's authority to enforce the requirements of the Public Trust and the Exchange Act.

d. Commencing with the date of the first Closing Phase, TIDA shall ensure that reasonable, interim public access to the Public Hilltop Areas is provided, subject to reasonable construction-related closures, pending construction of permanent park access improvements.

e. TIDA shall undertake selected non-native vegetation removal projects adjacent to the Public Hilltop Areas (collectively, "Initial Projects"), consistent with the applicable policies of the Habitat Management Plan, for the purpose of enhancing views of San Francisco Bay. The Initial Projects shall provide a reasonably unobstructed vista of San Francisco Bay from each of the three viewpoints identified in Exhibit P ("Initial Projects - View Simulations"), which views shall be comparable in quality to the simulated views depicted for illustrative purposes in Exhibit P. TIDA shall complete the Initial Project at "View Location 1" as depicted in Exhibit P within one year after the Initial Closing Phase. The remaining Initial Projects shall be completed within five years after the Initial Closing Phase. If requested by the Commission, TIDA shall meet and confer with the Commission on an annual basis until the Initial Projects are complete to inform the Commission of progress made on the Initial Projects, including an update on TIDA's planning efforts, the status of any biological surveys required prior to commencement of work, and all work that has been completed to date. Concurrently with construction of park improvements on the Public Hilltop Areas, TIDA shall cause the removal of additional non-native vegetation to further enhance and protect views of the bay from the improved park areas, and shall maintain the removal of such vegetation, in accordance with the Habitat Management Plan. TIDA's obligations under this paragraph are subject to applicable federal, state and local law.

11. Job Corps Parcel Lands. The Parties contemplate that all or part of the Job Corps Parcel lands may be transferred out of federal ownership in the future. The Parties agree that, pursuant to the Exchange Act, such lands may be added to or removed from the Trust, as determined by mutual agreement of the Parties, in one or more Closing Phases of this exchange, provided that for each Closing Phase involving Job Corps Parcel lands, the Commission makes the findings required by section 7 of the Exchange Act and the Closing Phase is approved by the Commission and TIDA. Prior to such approval, the Parties shall cause to be prepared necessary revisions to the exhibits to this Agreement to reflect the inclusion of the applicable portions of the Job Corps Parcel in the exchange, which exhibits shall be deemed to replace the existing exhibits upon the approval by both Parties. The Trust shall be terminated in, or established on, any Job Corps Parcel lands to be included in the exchange in the same manner as provided in this Agreement for other Trust Termination Lands and Public Trust lands.

12. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by the Exchange Act and to comply with Article X, section 3 of the California Constitution:

a. The configuration of the Public Trust Lands (i) does not differ significantly from the configuration shown in section 12 of the Exchange Act, (ii) includes all lands within the TIDA Property that are presently below mean high tide and subject to tidal action, and (iii) consists of lands suitable to be impressed with the Trust.

b. The construction of the public streets in the configuration depicted in **Exhibit N** hereto prior to or concurrently with construction of adjacent new development in accordance with Section 7 of this Agreement will ensure that the final configuration of streets within the TIDA Property will provide access to the Public Trust Lands, and will be consistent with the beneficial use of those lands, including, but not limited to, roadway access to serve the public along the western shoreline of Treasure Island.

c. The value of the lands to be exchanged into the Trust is equal to or greater than the value of the lands to be exchanged out of the Trust, as the exchange is finally configured and phased in this Agreement. Based on the Commission's consideration of the appraisals, legal analyses, and configuration of Public Trust Lands and Trust Termination Lands, the Commission finds that, after each Closing Phase, the cumulative monetary value of all of the lands or interests in lands that have been exchanged into the Trust will be equal to or greater than the cumulative monetary value of all of the lands or interests in lands that have been exchanged out of the Trust, regardless of the manner in which the exchange is phased.

d. The lands to be taken out of the Trust have been filled and reclaimed, are cut off from access to navigable waters, are no longer needed or required for the promotion of the Trust, and constitute a relatively small portion of the tidelands granted by the State within the City. The exchange will not result in substantial interference with Trust uses and purposes, and is consistent with and furthers the purposes of the Trust.

e. Compliance with the building height limits set forth in **Exhibit O** hereto for the construction of new buildings within the Yerba Buena Non-Trust Lands in accordance with Section 8 of this Agreement will ensure that development on Yerba Buena Island will not significantly obstruct views from Public Hilltop Areas as framed by structures existing as of January 1, 2010.

f. TIDA has approved the exchange and will hold fee title, in trust on behalf of all the citizens of the State, to all lands to be subject to the Trust upon completion of the exchange.

13. **Additional Findings.** The Commission, effective upon execution and recordation of this Agreement, makes the following additional findings:

a. There is a good faith and bona fide dispute as to the State's interests within the TIDA Property. This Agreement is a compromise of the contested issues of law and evidence upon which the dispute is based, and is in lieu of the costs, delay, and uncertainties of title and boundary litigation, and is consistent with and authorized by the requirements of law.

b. There are title and boundary disputes over the TIDA Property. This Agreement is in settlement of a title and boundary problem and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11, the

California Coastal Act pursuant to Public Resources Code section 30416(c), and the Subdivision Map Act pursuant to Government Code section 66412(e).

14. Indemnification and Defense of Claims.

a. TIDA shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively "Claims"), including third party Claims and Claims by any governmental agency, relating to any hazardous materials that, as of the date of close of escrow for a Closing Phase under this Agreement, are located at, on, over, under, or flowing through that portion of the Public Trust Lands to be conveyed in the Closing Phase (collectively "Covered Trust Lands"), provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Covered Trust Lands during any period (prior to the Closing Phase) in which the State owned the fee in the Covered Trust Lands, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Covered Trust Lands.

TIDA and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by TIDA, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. TIDA and Commission further agree to reasonably cooperate to seek any and all available remedies against the United States in connection with the warranties and indemnities described in Section 5, and that the obligation to indemnify the Commission under this Section shall not become effective unless and until all such remedies have been exhausted. The obligation to indemnify under this Section shall terminate on January 1, 2040, except that with respect to any Closing Phase that closes on or after January 1, 2025, the obligation to indemnify shall terminate 15 years following the date of close of escrow on that Closing Phase; provided, however, that in either event, the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

b. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, TIDA shall reimburse the Commission for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys' fees incurred by the Commission, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission, on such reasonable terms and conditions as the Parties may establish by separate agreement; provided, however, that TIDA's obligation to reimburse a Party shall apply only to the extent that Party agrees to allow TIDA to lead the defense (including a defense to an action in which TIDA is not a party), reasonably cooperates therein, and does not take a position materially adverse to TIDA; and provided further that the fee or expense (including any liability for an attorneys' fees award) was incurred in connection with a claim that is part of the defense of the Party and TIDA. Nothing in this section limits the discretion of the Commission, at its sole cost and expense, to conduct its own defense, take the lead in its own defense, or take a position materially adverse to TIDA.

15. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

16. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

17. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the City and County of San Francisco, California. The Governor's signature shall be attested to by the Secretary of State.

18. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Public Trust Lands and Trust Termination Lands.

19. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the TIDA Property.

20. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the TIDA Property.

21. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of the Development Plan or any use of the Public Trust Lands authorized by the Development Plan.

22. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

23. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

24. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

25. Headings. The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

26. Initiation of Closing. Closing Phases will be initiated by TIDA. TIDA shall initiate a Closing Phase by establishing an escrow in San Francisco with a title company agreed upon by the Parties and providing written notice to the Executive Officer of the Commission. The notice shall include legal descriptions for the lands to be conveyed in the Closing Phase, any Revised Phasing Plan submitted pursuant to Section 3 above, a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within TIDA's responsibility and control. The Parties shall use commercially reasonable efforts to close within one hundred and twenty (120) days of receipt of the notice.

27. Legal Descriptions. The Parties shall reasonably cooperate to obtain mutually acceptable legal descriptions for the parcels subject to each Closing Phase. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for TIDA, the Treasure Island Director may grant such approval.

28. Deposits into Escrow.

a. At each Closing Phase, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Calendar Item No. C 83 of the Commission public hearing on January 26, 2012, showing the Commission's approval of this Agreement and the Commission's authorization that this Agreement and the patents and certificates of acceptance be executed and delivered to the Escrow Agent on the Commission's behalf;

ii. This Agreement, duly and properly executed by the Commission;

iii. A written approval by the Commission of the condition of title to the portion of the Public Trust Lands included in the Closing Phase as shown in pro forma title commitments in coverage amounts acceptable to the Commission;

iv. A certificate of acceptance in the form attached hereto as Exhibit K accepting conveyance from TIDA of the portion of the Trust Termination Lands included in the Closing Phase;

v. A certificate of acceptance in the form attached hereto as Exhibit H accepting conveyance from TIDA of the portion of the Public Trust Lands included in the Closing Phase;

vi. A patent in the form attached hereto as Exhibit L transferring to TIDA the portion of the Trust Termination Lands included in the Closing Phase, free of the Trust, duly and properly executed by the Commission; and

vii. A patent in the form attached hereto as **Exhibit I** transferring to TIDA the portion of the Public Trust Lands included in the Closing Phase, duly and properly executed by the Commission.

b. At each Closing Phase, TIDA shall deposit the following documents into escrow:

i. A certified copy of TIDA Resolution 11-20-04/21 adopted on April 21, 2011, and the Board of Supervisors Resolution 244-11 adopted on June 7, 2011, approving this Agreement and authorizing that it be executed on behalf of TIDA;

ii. This Agreement duly and properly executed by TIDA;

iii. A written approval by TIDA of the condition of title to the portion of the Public Trust Lands and the Trust Termination Lands included in the Closing Phase, as shown in pro forma title commitments in coverage amounts acceptable to TIDA;

iv. A quitclaim deed from TIDA, in the form attached hereto as **Exhibit G**, transferring to the Commission all of TIDA's right, title and interest in the portion of the Trust Termination Lands included in the Closing Phase, duly and properly executed by TIDA;

v. A quitclaim deed from TIDA, in the form attached hereto as **Exhibit G**, transferring to the Commission all of TIDA's right, title and interest in the portion of the Public Trust Lands included in the Closing Phase, duly and properly executed by TIDA;

vi. A certificate of acceptance from TIDA, in the form attached hereto as **Exhibit J**, accepting conveyance from the Commission of the portion of the Public Trust Lands included in the Closing Phase; and

vii. A certificate of acceptance from TIDA, in the form attached hereto as **Exhibit M**, accepting conveyance from the Commission of the portion of the Trust Termination Lands included in the Closing Phase.

c. For any Closing Phase for which Commission approval is required by this Agreement, the Commission shall additionally deposit into escrow a certified copy of the minute item reflecting the required approval.

d. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

29. Conditions Precedent to Closing.

a. Commission's Condition Precedent. The following is a condition precedent to the obligation of the Commission to close escrow for the conveyance of real property from the Commission to TIDA under this Agreement:

i. Hazardous Materials Remediation. The Commission shall have made a finding that one of the following has occurred with respect to the real property to be conveyed at the closing:

(1) All remedial action necessary to protect human health and the environment with respect to hazardous substances on the land has been completed as determined by the United States Environmental Protection Agency, the California Department of Toxics Substances Control, and the Regional Water Quality Control Board, pursuant to the Federal Facilities Agreement for the Naval Station Treasure Island dated September 29, 1992, as amended, and the United States has provided a warranty in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code.

(2) The United States has obtained a warranty deferral, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, involving land for which the Commission has determined to execute a certificate of acceptance of title. Prior to the approval of the warranty deferral, the Commission conferred and consulted with the Governor, the California Department of Toxics Substances Control, and the Regional Water Quality Control Board, and is satisfied that the terms of the warranty deferral and underlying documents and agreements provide sufficient standards and financial assurances to ensure that the remediation of any affected Public Trust Lands will be completed in a manner consistent with the intended public trust use of these lands and in a reasonable period of time.

b. TIDA's Condition Precedent. The following is a condition precedent to the TIDA's obligation to close escrow for the conveyance of real property from TIDA to the Commission under this Agreement:

i. TIDA Fee Title. TIDA shall have acquired from the United States fee title to all that portion of the real property to be conveyed by TIDA at the closing. Nothing in this Agreement shall be construed as creating an obligation on the part of TIDA to acquire or accept real property from any third party fee owners, including but not limited to the United States.

c. Mutual Conditions Precedent. The following are conditions precedent to each Party's obligation to close escrow for the conveyance of the applicable real property under this Agreement:

i. Title Condition. Each Party to receive title to real property under this Agreement shall have approved the condition of title and the form of title insurance to be issued by the title company, in the amount of coverage reasonably requested, which approval shall not be unreasonably withheld.

ii. Physical Condition. Each party to receive title to real property under this Agreement shall have approved the physical condition of the property, which approval shall not be unreasonably withheld.

30. Surveys, Monumentation, Records of Survey

a. Land Title Survey. Prior to the first Closing Phase, TIDA shall prepare or cause to be prepared a survey of the TIDA property in accordance with the protocol set forth in **Exhibit Q** (Land Title Survey Protocol). The Parties agree that the Land Title Survey Protocol is an acceptable interpretation of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, and that the Land Title Survey Protocol will provide sufficient information regarding title to the lands to be conveyed pursuant to this Agreement.

b. Record Drawing. Prior to each Closing Phase, TIDA shall prepare or cause to be prepared a Record Drawing of that Closing Phase in lieu of an updated ALTA/ACSM Land Title Survey, to scale that shows the survey required by paragraph (a) above, together with the proposed boundaries of the subject Closing Phase, in accordance with the Land Title Survey Protocol.

c. Records of Survey.

i. Prior to the close of escrow for each Closing Phase, TIDA shall file (or cause to be filed) with the Office of the Recorder of the City and County of San Francisco (CCSF) a record of survey, reviewed and approved by the Executive Officer of the Commission and based on field surveys, showing the boundaries of the Public Trust Lands and the Trust Termination Lands conveyed in that Closing Phase. Each record of survey shall establish the physical location of boundaries and shall define same with sufficient controlling monuments appropriately placed.

ii. For the purposes of paragraph (i) above, sufficient controlling monuments are (1) the existing monuments as shown on those Records of Survey filed in the Office of the Recorder of the City and County of San Francisco in Book AA of maps at pages 85 through 95 and in Book DD of Maps at pages 24 through 28, and (2) additional monuments in the locations indicated on **Exhibit R** (Initial Monuments), which TIDA shall place or cause to be placed prior to the first Closing Phase.

iii. TIDA shall place or cause to be placed additional monuments establishing the location of street rights of way ("ROW Monuments") during construction of improvements. The approximate location and number of these monuments are shown on **Exhibit S** (ROW Monuments).

iv. TIDA may remove or cause to be removed each of the Initial Monuments at the time the lands in the vicinity of the monument are developed. If at the time an Initial Monument is removed, the installed ROW Monuments are not sufficient to establish parcel boundaries and rights of way in the vicinity of the removed monument, then TIDA shall place or cause to be placed a new monument or monuments set in locations unlikely to be disturbed until such time as sufficient ROW Monuments are placed to establish the boundaries of the parcels and streets rights of way in the vicinity. If at the time of removal of an Initial Monument, sufficient ROW Monuments are in place, no such replacement monuments are required.

v. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 4 of this Agreement, TIDA shall place or

cause to be placed monuments sufficient to establish the adjusted boundary, and shall file or cause to be filed in the Office of the Recorder of the City and County of San Francisco a record of survey, reviewed and approved by the Executive Officer of the Commission, reflecting the Parcel Boundary Adjustment.

31. Close of Escrow and Recordation. The joint escrow instructions for each Closing Phase shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to that closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

32. Judicial Confirmation of Validity of Settlement. TIDA may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive, and section 11 of the Exchange Act. The Commission shall cooperate with TIDA in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

33. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

34. Impacts of Sea Level Rise.

a. The boundaries of lands freed of the Public Trust as established by, and conveyances made pursuant to, this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence, whether due to natural or artificial causes. However, should lands freed of the Public Trust become submerged or subject to the ebb and flow of the tide below the elevation of mean high water from waters of the San Francisco Bay, whether due to either erosion or sea level rise ("Inundation"), those lands, for so long as Inundation exists, shall be subject to the Public Trust easement; provided, however, that the Public Trust easement shall not attach unless and until Inundation has existed continuously for five years. Prior to the attachment of the Public Trust Easement, neither the Public Trust Easement nor the Commission shall prevent the right of the owner(s) of those lands to reclaim or otherwise restore them to their pre-Inundation condition so long as activities evidencing the exercise of such right have commenced within one year of Inundation. The submittal of an application for any permit required for reclamation or restoration and reasonable efforts to complete the permitting process are sufficient, but not necessary, to evidence the exercise of the right to perform such reclamation or restoration. The Commission may, by resolution based upon its finding that reclamation or restoration could not be completed with the five-year period of Inundation specified herein, delay the attachment of the Public Trust easement for a specified period.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, neither TIDA, in its capacity as trustee of the Public Trust, nor the Commission shall in any manner be liable to the owners of any properties within the TIDA Property for failure to provide protection against sea level rise, avulsions or tsunamis.

c. Nothing in this Section 34 is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property, including lands freed from the Public Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands established by this Agreement, or (b) rights the public has under applicable law to navigate, fish or otherwise use navigable waters on inundated lands, including but not limited to any rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel Baker v. Mack* (1971) 19 Cal.App.3d 1040.

35. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Public Trust Lands or Trust Termination Lands (or portions thereof) to be transferred in a Closing Phase prior to the consummation of the transfers of those parcels (or portions thereof) as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer. Notwithstanding the foregoing, as required under the Economic Development Conveyance Memorandum of Agreement ("EDC MOA") between TIDA and the United States, TIDA may grant to the United States an assignment of rents encumbering the rents, issues and profits payable under interim leases of the TIDA Property, as security for the payment of consideration due to the United States under the EDC MOA. For purposes of this section, a lease or other grant of rights in the Public Trust Lands that is authorized by the Conversion Act or the Exchange Act shall be deemed consistent with the purposes of this Agreement.

36. Subsequent Transfers. Following vesting of any Public Trust Lands in TIDA pursuant to Section 1 of this Agreement, the title interests held by TIDA in such Public Trust Lands through the Conversion Act Trust may not be sold or otherwise conveyed or transferred, except as permitted by the Conversion Act or other provision of law.

37. Allocation of Costs and Expenses. TIDA shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. TIDA shall also pay expenses and fees associated with any title insurance policy for the Trust Termination Lands. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a Party in connection with the transactions underlying this Agreement shall be borne by the Party incurring the fee or expense, except as the Parties may otherwise agree.

38. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or

certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by facsimile in addition to one of the above methods, at the numbers listed below:

Commission:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Chief Counsel
Facsimile: 916-574-1855

With copies to:

Office of the Attorney General
State of California
1515 Clay Street, 20th Floor
Oakland, CA 94612
Attn: Joseph C. Rusconi, Deputy Attorney General, Land Law Section
Facsimile: 510-622-2270

TIDA:

Treasure Island Development Authority
c/o Office of Economic and Workforce Development
City Hall, Room 448
San Francisco, CA 94102
Attn: Treasure Island Director
Facsimile: 415-554-6018

With copies to:

Office of the City Attorney
City Hall, Room 234
San Francisco, CA 94102
Attn: Lead Attorney, Real Estate and Finance Team
Facsimile: 415-554-4755

39. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below:

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is TIDA: by the Executive Director of TIDA.

40. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the

Parties affected by the error by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission and the Treasure Island Project Director of TIDA may approve and execute such a "Memorandum of Correction" without the necessity of amendment of this Agreement.

41. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 29, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

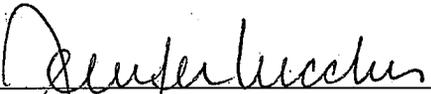
42. Exhibits A through S. **Exhibit A** through **Exhibit S**, inclusive, are attached to this Agreement and are incorporated by reference as parts of it. If an exhibit or portion thereof is not recordable, the exhibit or non-recordable portion thereof may be detached from the Agreement and placed on file with each Party for purposes of recordation. Any such exhibit or portion thereof shall remain incorporated by reference as part of this Agreement as if attached hereto.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: 10/30/2014

By: 
Jennifer Lucchesi
Executive Officer

Approved as to form:

Kamala D. Harris
Attorney General of the
State of California

DATED: _____

By: _____
Joseph C. Rusconi
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sacramento

On Oct 30, 2014 before me, Kimberly L. Lunetta, Notary Public

personally appeared Jennifer Luchesi

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: Kimberly L. Lunetta

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document APPS: 1939-001, 1939-002

Title or Type of Document: Agreement of Title Settlement & Land exchange

Document Date: 10-30-14 Number of Pages: 28 pgs + 93 pgs of exhibits

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer(s)

- Signer's Name: Jennifer Luchesi
 Corporate Officer - Title(s): _____
 Individual
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: EXECUTIVE OFFICER

- Signer's Name: _____
 Corporate Officer - Title(s): _____
 Individual
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: As State Lands Commission

Signer Is Representing: _____

STATE OF CALIFORNIA
STATE LANDS COMMISSION

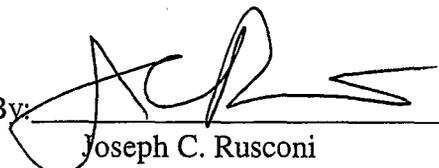
DATED: _____

By: _____
Jennifer Lucchesi
Executive Officer

Approved as to form:

Kamala D. Harris
Attorney General of the
State of California

DATED: 10/31/14

By: 
Joseph C. Rusconi
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TREASURE ISLAND DEVELOPMENT
AUTHORITY

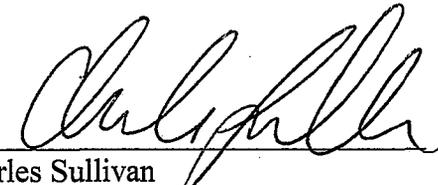
DATED: 10/28/14

By: 
Robert P. Beck
Treasure Island Director

Approved as to form:

DENNIS J. HERRERA,
City Attorney

DATED: 10/28/14

By: 
Charles Sullivan
Deputy City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On October 28, 2014 before me, Lenore M. DiPrima, Notary Public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Robert P. Beck

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

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

WITNESS my hand and official seal.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT

DATE OF DOCUMENT NUMBER OF PAGES

SIGNERS(S) OTHER THAN NAMED ABOVE

SIGNER'S NAME SIGNER'S NAME

RIGHT THUMBPRINT box

RIGHT THUMBPRINT box

IN APPROVAL WHEREOF, I, Edmund G. Brown Jr., Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this 11/19, 2014.



Edmund G. Brown Jr.

Edmund G. Brown Jr.
Governor, State of California

Attest:
SECRETARY OF STATE

By: *Debra Bowen*
Debra Bowen
Secretary of State

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Name/Description</u>
A	Legal Description of Public Trust Lands
B	Legal Description of Trust Termination Lands
C	Legal Description of Job Corps Parcel
D	Legal Description of Yerba Buena Non-Trust Lands
E	Illustrative Plat of TIDA Property
F	Illustrative Plat of Phase Areas
G	Form of TIDA Quitclaim Deed
H	Form of Commission Certificate of Acceptance for Public Trust Lands
I	Form of Patent of Public Trust Lands
J	Form of TIDA Certificate of Acceptance for Public Trust Lands
K	Form of Commission Certificate of Acceptance for Trust Termination Lands
L	Form of Patent for Trust Termination Lands
M	Form of TIDA Certificate of Acceptance for Trust Termination Lands
N	Trust Streets Diagram
O	Building Height Limits Diagram
P	Initial Projects - View Simulations
Q	Land Title Survey Protocol
R	Initial Monuments
S	ROW Monuments

EXHIBIT A

Pacific Land Surveys
Dec. 15, 2011
PLS Job No. 20110101

EXHIBIT A: LEGAL DESCRIPTION
Public Trust Lands

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

All those lands comprised of portions of the lands commonly known as Treasure Island and Yerba Buena Island lying within the City and County of San Francisco, State of California described as follows:

That portion of the lands described in that certain Presidential Reservation of Goat Island (now Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000, as Document Number 2000G855531, in the office of the Recorder of the said City and County of San Francisco (hereinafter referred to as Doc. 2000G855531);

Together with all of the underlying fee to Parcel 57935-5 as described in said Quitclaim Deed (Doc. 2000G855531) and all of the underlying fee to Parcel 57935-6 as described in said Quitclaim Deed (Doc. 2000G855531),

Also together with that portion of the tide and submerged lands in San Francisco Bay, relinquished to the United States of America by that certain act of the Legislature of the State of California by Statutes of the State of California of 1897, Chapter 81 (hereinafter referred to as Stat. 1897, Ch. 81);

Also together with all of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G),

EXCEPTING THEREFROM, that portion of the said Tide and Submerged Lands in San Francisco Bay, relinquished to the United States of America (Stat. 1897, Ch. 81), within the "Army Reservation, Occupied by U.S. Light House Service under Permit from Secretary of War dated May 27, 1872" as shown and described upon that certain map entitled "Plat of Army and Navy reservations on Yerba Buena (Goat) Island, San Francisco Bay, California";

And further **EXCEPTING THEREFROM**, those portions of the Tide and Submerged Lands in San Francisco Bay, relinquished to the United States of America (Stat. 1897, Ch. 81) which were transferred to the United States Coast Guard by that certain document entitled "Transfer and

Acceptance of Military Real Property", Dated November 26, 2002.

Also further EXCEPTING the following parcels:

Job Corps Parcel

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

A portion of Treasure Island Naval Station described as follows:

Beginning at monument "C-2" located in California Avenue as said monument and Avenue are shown on the horizontal and vertical control plan drawing number 80091, Department of the Navy, Naval Facilities Engineering Command; thence South $73^{\circ}19'05''$ West 122.27 feet to the True Point of Beginning;

thence from said True Point of Beginning North $63^{\circ}13'30''$ East 398.15 feet;
thence North $26^{\circ}50'27''$ West 508.75 feet;
thence North $63^{\circ}14'50''$ East, 370.50 feet;
thence North $26^{\circ}50'27''$ West, 318.77 feet;
thence North $63^{\circ}14'35''$ East, 506.20 feet;
thence North $26^{\circ}47'45''$ West, 292.20 feet;
thence South $63^{\circ}11'40''$ West, 576.30 feet;
thence North $26^{\circ}50'27''$ West, 549.65 feet
thence North $63^{\circ}09'33''$ East, 124.50 feet;
thence North $26^{\circ}50'27''$ West, 504.02 feet;
thence South $62^{\circ}58'50''$ West, 809.93 feet;
thence South $26^{\circ}50'27''$ East, 1545.00 feet;
thence North $63^{\circ}09'33''$ East, 2.05 feet;
thence South $25^{\circ}25'40''$ East, 624.64 feet to the True Point of Beginning;

Containing 36.55 acres more or less

Treasure Island Trust Termination Areas

Parcel 1

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United

States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 4725.31 feet;
thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 4160.58 feet to the True Point of Beginning of this description; said True Point of Beginning also bears North $42^{\circ} 46' 50''$ East, 1166.64 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 2278.58 feet;
thence South $41^{\circ} 30' 43''$ West, 770.07 feet;
thence South $51^{\circ} 48' 32''$ West, 61.71 feet to the beginning of a non-tangent curve to the right, concave northerly, having a radius of 458.00 feet, the radial bearing of which bears North $47^{\circ} 48' 54''$ West;
thence along said curve through a central angle of $21^{\circ} 19' 36''$ for an arc length of 170.48 feet (Chord: South $52^{\circ} 50' 54''$ West, 169.50 feet);
thence from said point South $63^{\circ} 30' 43''$ West, 116.58 feet:
thence North $26^{\circ} 29' 17''$ West, 1117.89 feet;
thence North $63^{\circ} 30' 43''$ East, 3.00 feet;
thence North $26^{\circ} 29' 17''$ West, 1066.96 feet;
thence North $41^{\circ} 30' 43''$ East, 1137.40 feet to the True Point of Beginning;

Containing 54.95 acres more or less.

Parcel 2

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 4282.10 feet;

Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 3043.15 feet to the True Point of Beginning of this description; said True Point of Beginning also bears South $05^{\circ} 39' 56''$ West,

44.10 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South $26^{\circ}29'17''$ E", 1042.73 feet to a point on the boundary of the hereinbefore described Job Corps Parcel, said point being 1.43 feet southwesterly from the northeasterly terminus of the course shown on Sheet 4 of the aforesaid Record of Survey as North $63^{\circ}11'40''$ East, 576.30 feet; thence southwesterly and northwesterly along the Job Corps Parcel Boundary the following four (4) courses:

- 1) South $63^{\circ}11'40''$ West, 574.87 feet,
- 2) North $26^{\circ}50'27''$ West, 549.65 feet,
- 3) North $63^{\circ}09'33''$ East, 124.50 feet, and
- 4) North $26^{\circ}50'27''$ West, 311.41 feet,

thence leaving the Job Corps Parcel boundary North $41^{\circ}30'43''$ East, 491.45 feet to the True Point of Beginning of this description;

Containing 11.48 acres more or less.

Parcel 3

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ}51'13''$ West, 2947.20 feet;

Thence at right angles to last said line, North $63^{\circ}08'47''$ East, 3037.63 feet to a corner of the hereinbefore described Job Corps Parcel, said point being the northeasterly terminus of the course shown on Sheet 4 of the aforesaid Record of Survey as North $63^{\circ}14'35''$ East, 506.20 feet, said point also being the True Point of Beginning of this description; said True Point of Beginning also bears North $28^{\circ}57'29''$ West, 847.98 feet from monument "H-2" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning, leaving the boundary of the Job Corps Parcel South $26^{\circ}29'17''$ East, 825.69 feet;

thence South $63^{\circ}30'43''$ West, 871.63 feet to a point on the boundary of the hereinbefore described Job Corps Parcel, said point being 5.90 feet northwesterly from the southeasterly terminus of the course shown on Sheet 4 of the aforesaid Record of Survey as North

26°50'27" East, 508.75 feet; thence northwesterly and northeasterly along the Job Corps Parcel Boundary the following four (4) courses:

- 1) North 26°50'27" West, 502.85 feet,
- 2) North 63°14'50" East, 370.50 feet,
- 3) North 26°50'27" West, 318.77 feet, and
- 4) North 63°14'35" East, 506.20 feet to the True Point of Beginning of this description;

Containing 13.82 acres more or less.

Parcel 4

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 1699.90 feet;
thence at right angles to last said line, North 63°08'47" East, 3335.00 feet to the True Point of Beginning of this description; said True Point of Beginning also bears South 60°30'19" East, 480.82 feet from monument "H-2" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East, 117.61 feet;
South 63°30'43" West, 411.36 feet;
North 26°29'17" West, 115.05 feet;
North 63°09'19" East, 411.36 feet to the True Point of Beginning of this description;

Containing 1.10 acres more or less.

Parcel 5

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United

States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 1700.13 feet;

Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 2624.38 feet to the True Point of Beginning of this description; said True Point of Beginning also bears South $21^{\circ} 10' 45''$ West, 597.69 feet from monument "H-2" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 113.31 feet;
thence South $63^{\circ} 30' 43''$ West, 334.92 feet;
thence North $26^{\circ} 29' 17''$ West, 111.16 feet;
thence North $63^{\circ} 08' 36''$ East, 334.93 feet to the True Point of Beginning of this description;

Containing 0.86 acres more or less.

Parcel 6

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 2043.17 feet;

Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 2145.35 feet to the True Point of Beginning of this description; said True Point of Beginning also bears North $75^{\circ} 23' 59''$ East, 268.51 feet from monument "C-2" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 442.29 feet;
thence South $63^{\circ} 30' 43''$ West, 374.74 feet;
thence North $26^{\circ} 29' 17''$ West parallel with and 77.00 feet perpendicular distance from the northeasterly boundary of Parcel 7 described herein, 442.29 feet;
thence North $63^{\circ} 30' 43''$ East, 374.74 feet to the True Point of Beginning of this Description;

Containing 3.81 acres more or less.

Parcel 7

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26°51'13" West, 2054.05 feet;

Thence at right angles to last said line, North 63°08'47" East, 1693.67 feet to the True Point of Beginning of this description; said True Point of Beginning also bears South 49°27'25" West, 194.82 feet from monument "C-2" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East parallel with and 77.00 feet perpendicular distance from the southwesterly boundary of Parcel 6 described herein, 458.29 feet;

thence South 63°30'43" West, 71.00 feet;

thence North 33°08'48" West, 461.41 feet;

thence North 63°30'43" East parallel with and 68.01 feet perpendicular distance from the southeasterly boundary of Parcel 8 described herein, 124.50 feet to the True Point of Beginning of this description;

Containing 1.03 acres more or less.

Parcel 8

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey

entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51'13" West, 4358.43 feet;

Thence at right angles to last said line, North 63°08'47" East, 1710.86 feet to the True Point of Beginning of this description; said True Point of Beginning also bears South 64°47'57" West, 1356.57 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East parallel with and 72.02 feet perpendicular distance from the southwesterly boundary of Parcel 11 described herein, 2236.43 feet;

thence South 63°30'43" West parallel with and 68.01 feet perpendicular distance from the northeasterly boundary of Parcel 7 described herein, 153.75 feet;

thence North 31°37'57" West, 379.05 feet;

thence South 41°30'43" West, 206.28 feet;

thence North 26°29'17" West, 1804.12 feet;

thence North 41°30'43" East parallel with and 58.00 feet perpendicular distance from the southeasterly boundary of Parcel 9 described herein, 388.26 feet;

thence South 81°20'56" East, 23.25 feet to the True Point of Beginning of this description;

Containing 17.34 acres more or less.

Parcel 9

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51'13" West, 6046.16 feet;

Thence at right angles to last said line, North 63°08'47" East, 1721.63 feet to the True Point of Beginning of this description; said True Point of Beginning also bears North 64°46'22" West, 2189.00 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East parallel with and 72.00 feet perpendicular distance from the southwesterly boundary of Parcel 10 described herein, 1604.15 feet;

thence South 41°30'43" West parallel with and 58.00 feet perpendicular distance from the northwesterly boundary of Parcel 8 described herein, 399.11 feet;

thence North 85°14'20" West, 10.48 feet;

thence North 26°29'17" West, 1618.82 feet;

thence North 41°30'43" East, 387.01 feet;

thence South 78°49'06" East, 25.48 feet to the True Point of Beginning of this description;

Containing 14.16 acres more or less.

Parcel 10

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 6005.51 feet;

Thence at right angles to last said line, North 63°08'47" East, 2783.97 feet to the True Point of Beginning of this description; said True Point of Beginning also bears North 36°22'40" West, 1709.77 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East, 464.84 feet;

thence South 41°30'43" West, 201.35 feet;

thence South 26°29'17" East, 661.27 feet;

thence South 07°30'43" West, 24.62 feet;

thence South 41°30'43" West parallel with and 58.00 feet perpendicular distance from the northwesterly boundary of Parcel 11 described herein, 836.00 feet;

thence North 81°20'56" West, 18.35 feet;

thence North 26°29'17" West parallel with and 72.00 feet perpendicular distance from the northeasterly boundary of Parcel 9 described herein, 1575.14 feet;

thence North 29°30'43" East, 7.84 feet;

thence North 85°30'43" East, 443.39 feet;

thence North 26°29'17" West, 111.13 feet;
thence North 63°30'43" East, 572.98 to the True Point of Beginning of this description;

Containing 27.34 Acres more or less.

Parcel 11

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 4710.84 feet;

Thence at right angles to last said line, North 63°08'47" East, 2589.04 feet to the True Point of Beginning of this description; said True Point of Beginning also bears North 77°31'19" West, 617.76 feet from monument "H-9" as shown on the aforesaid Record of Survey;

thence from said True Point of Beginning South 26°29'17" East, 417.31 feet to a corner of the herein described Job Corps Parcel, being at the northeasterly terminus of the course shown on Sheet 4 of the aforesaid Record of Survey as North 62°58'50" East, 809.93 feet;

thence South 62°58'50" West along the boundary of said Job Corps Parcel, 803.93 feet to a point which is 6.00 feet northeasterly of the southwesterly terminus of the aforementioned Job Corps Parcel boundary course;

thence leaving the Job Corps Parcel boundary North 26°29'17" West parallel with and 72.02 feet perpendicular distance from the northeasterly boundary of Parcel 8 described herein, 116.93 feet;

thence North 41°30'43" East parallel with and 58.00 feet perpendicular distance from the southeasterly boundary of Parcel 10 described herein, 847.26 feet;

thence South 88°58'21" East, 20.67 feet to the True Point of Beginning of this description;

Containing 5.08 Acres more or less.

Yerba Buena Island Non-Trust Lands

Parcel 12

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island, City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $55^{\circ}39'41''$ East, 766.60 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $54^{\circ}56'42''$ West, 1442.02 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey, said True Point of Beginning being also the beginning of a non-tangent curve to the left, concave northeasterly, having a radius of 317.00 feet, a radial bearing from which bears North $54^{\circ}11'59''$ East;

Thence from said True Point of Beginning along said curve through a central angle of $8^{\circ}54'46''$, for an arc length of 49.31 feet (Chord: South $40^{\circ}15'24''$ East, 49.26 feet);
thence South $44^{\circ}42'47''$ East, 37.36 feet to the beginning of a curve to the left, concave northeasterly, having a radius of 192.00 feet;
thence along said curve through a central angle of $31^{\circ}23'10''$, for an arc length of 105.18 feet (Chord: South $60^{\circ}24'22''$ East, 103.87 feet);
thence South $76^{\circ}05'57''$ East, 142.26 feet to the beginning of curve to the right, concave southerly, having a radius of 958.00 feet;
thence along said curve through a central angle of $3^{\circ}00'53''$ for an arc length of 50.41 feet (Chord: South $74^{\circ}35'31''$ East, 50.40 feet);
thence South $05^{\circ}08'19''$ East, 189.60 feet to the beginning of a non-tangent curve to the left, concave southerly, having a radius of 135.00 feet, a radial bearing from which bears South $23^{\circ}56'53''$ West;
thence along said curve through a central angle of $67^{\circ}24'53''$, for an arc length of 158.84 feet (Chord: South $80^{\circ}14'27''$ West, 149.84 feet);
thence South $46^{\circ}32'00''$ West, 150.56 feet; to the beginning of a curve to the left, concave easterly, having a radius of 105.00 feet;
thence along said curve through a central angle of $30^{\circ}36'33''$ for an arc length of 56.09 feet (Chord: South $31^{\circ}13'44''$ West, 55.43 feet);
thence South $15^{\circ}55'27''$ West, 6.61 feet to the beginning of a curve to the left, concave northeasterly, having a radius of 75.00 feet;
thence along said curve through a central angle of $89^{\circ}10'27''$ for an arc length of 116.73 feet (Chord: South $28^{\circ}39'47''$ East, 105.30 feet);
thence South $73^{\circ}15'00''$ East, 16.26 feet;
thence South $76^{\circ}31'07''$ West, 384.03;
thence North $23^{\circ}39'20''$ West, 30.34 feet to the beginning of a non-tangent curve to the right, concave easterly, having a radius of 600.00 feet, a radial bearing from which bears North

66°20'40" East;
thence along said curve through a central angle of 27°57'23" for an arc length of 292.76 feet
(Chord: North 09°40'39" West, 289.86 feet);
thence North 04°18'03" East, 36.39 feet to the beginning of curve to the right having a radius of
376.00 feet;
thence along said curve through a central angle of 52°54'47" for an arc length of 347.24 feet
(Chord: North 30°45'27" East, 335.03 feet);
thence North 57°12'50" East, 154.16 feet to the True Point of Beginning of this description;

Containing 6.59 Acres more or less.

Parcel 13

Being a portion of the lands described in that certain Presidential Reservation of Goat Island
(now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel
57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document
Number 2000G855531, in the office of the Recorder of the City and County of San Francisco
(herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United
States Coast and Geodetic Survey designated and known as Station Goat. Said monument being
described in the above referenced Case 22164-G and being shown on a certain Record of Survey
entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and
County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages
85 through 95, inclusive.

Thence from said point of commencement South 77°40'20" East, 1412.91 feet to the True Point
of Beginning of this description. Said True Point of Beginning also bears North 77°44'08" West,
443.22 feet from a United States Coast and Geodetic Survey monument known as Station
Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning South 75°09'12" East, 62.54 feet to the beginning of a
curve to the left, concave northerly, having a radius of 200.00 feet;
thence along said curve through a central angle of 6°35'35" for an arc length of 23.01 feet (Chord:
South 78°27'00" East, 23.00 feet) to the beginning of a reverse curve to the right, concave
southerly having a radius of 396.10 feet;
thence along said curve through a central angle of 7°33'20" for an arc length of 52.23 feet (Chord:
South 77°58'07" East, 52.20 feet) to the beginning of a compound curve to the right, concave
southerly, having a radius of 96.00 feet;
thence along said curve through a central angle of 20°02'48" for an arc length of 33.59 feet
(Chord: South 64°10'03" East, 33.42 feet);
thence South 54°08'39" East, 88.70 feet to the beginning of a curve to the left, concave northeasterly,
having a radius of 304.00 feet;
thence along said curve through a central angle of 14°28'12" for an arc length of 76.77 feet (Chord:
South 61°22'45" East, 76.57 feet);
thence South 68°36'51" East, 96.08 feet;

thence South $24^{\circ}44'02''$ West, 99.39 feet;
thence South $77^{\circ}04'06''$ West, 62.47 feet to the beginning of curve to the right, concave northerly, having a radius of 50.00 feet;
thence along said curve through a central angle of $25^{\circ}27'30''$ for an arc length of 22.22 feet (Chord: South $89^{\circ}47'51''$ West, 22.03 feet);
thence North $77^{\circ}28'24''$ West, 46.06 feet to the beginning of a curve to the right, concave northeasterly, having a radius of 50.00 feet;
thence along said curve through a central angle of $22^{\circ}54'50''$ for an arc length of 20.00 feet (Chord: North $66^{\circ}00'59''$ West, 19.86 feet);
thence North $54^{\circ}33'34''$ West, 146.04 feet to the beginning of a curve to the right, concave northeasterly, having a radius of 500.00 feet;
thence along said curve through a central angle of $9^{\circ}10'27''$ for an arc length of 80.06 feet (Chord: North $49^{\circ}58'21''$ West, 79.97 feet);
thence North $45^{\circ}23'07''$ West, 85.87 feet;
thence North $31^{\circ}20'10''$ East, 69.75 feet to the True Point of Beginning of this description;

Containing 1.30 Acres more or less.

Parcel 14

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive. Thence from said point of commencement North $88^{\circ}21'22''$ East, 1405.46 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $43^{\circ}07'48''$ West, 597.60 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning South $88^{\circ}12'34''$ East, 281.36 feet to the beginning of a curve to the left, concave northwesterly, having a radius of 218.00 feet;
thence along said curve through a central angle of $75^{\circ}30'40''$ for an arc length of 287.31 feet (Chord: North $54^{\circ}02'06''$ East, 266.96 feet);
thence North $16^{\circ}16'46''$ East, 25.24 feet to the beginning of a curve to the right, concave southeasterly, having a radius of 122.00 feet;
thence along said curve through a central angle of $51^{\circ}31'11''$ for an arc length of 109.70 feet (Chord: North $42^{\circ}02'22''$ East, 106.04 feet);

thence North $67^{\circ}47'57''$ East, 81.37 feet to the beginning of a curve to the right, concave southeasterly, having a radius of 212.00 feet;
thence along said curve through a central angle of $11^{\circ}04'32''$ for an arc length of 40.98 (Chord: North $73^{\circ}20'13''$ East, 40.92 feet) to a point on the westerly boundary of Parcel 15 described herein, lying 10.98 feet northerly from the southerly terminus of the course cited as North $11^{\circ}32'59''$ West, 54.16 feet;
thence southerly and southeasterly along the boundary of Parcel 15 the following three (3) courses:
1) South $11^{\circ}32'59''$ East, 10.98 feet to the beginning of a non-tangent curve to the right, concave southerly having a radius of 269.08 feet, a radial line from which bears South $10^{\circ}07'28''$ East;
2) along said curve through a central angle of $29^{\circ}20'50''$ for an arc length of 137.82 feet (Chord: South $85^{\circ}27'03''$ East, 136.32 feet); and
3) South $70^{\circ}46'38''$ East, 44.45 feet;
thence leaving the boundary of Parcel 15 South $17^{\circ}01'44''$ West, 137.58 feet to the beginning of a curve to the right, concave westerly, having a radius of 155.50 feet;
thence along said curve through a central angle of $24^{\circ}29'16''$ for an arc length of 66.46 feet (Chord: South $29^{\circ}16'22''$ West, 65.96 feet); thence South $41^{\circ}31'00''$ West, 129.60 feet;
thence North $48^{\circ}29'00''$ West, 25.00 feet;
thence South $41^{\circ}31'00''$ West, 385.64 feet;
thence North $63^{\circ}54'15''$ West, 132.39 feet to the beginning of a curve to the left, concave southerly, having a radius of 100.00 feet;
thence along said curve through a central angle of $12^{\circ}14'39''$ for an arc length of 21.37 feet (Chord: North $70^{\circ}01'35''$ West, 21.33 feet);
thence North $76^{\circ}08'54''$ West, 85.58 feet to the beginning of a curve to the left, concave southerly, having a radius of 100.00 feet;
thence along said curve through a central angle of $12^{\circ}03'40''$ for an arc length of 21.05 feet (Chord: North $82^{\circ}10'44''$ West, 21.01 feet);
thence North $88^{\circ}12'34''$ West, 153.46 feet to the beginning of a non-tangent curve to the left, concave westerly, having a radius of 105.00 feet, a radial line from which bears South $74^{\circ}36'14''$ West;
thence along said curve through a central angle of $20^{\circ}14'26''$ for an arc length of 37.09 feet to the beginning of a reverse curve to the right, concave easterly, having a radius of 195.00 feet;
thence along said curve through a central angle of $50^{\circ}38'07''$ for an arc length of 172.33 feet (Chord: North $10^{\circ}19'09''$ West, 166.78 feet) to the beginning of a compound curve to the right, concave easterly, having a radius of 30.00 feet;
thence along said curve through a central angle of $21^{\circ}18'36''$ for an arc length of 11.16 feet (Chord: North $25^{\circ}39'13''$ East, 11.09 feet) to the True Point of Beginning of this description;

Containing 5.34 Acres more or less.

Parcel 15

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel

57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $79^{\circ}46'51''$ East, 2119.78 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $19^{\circ}27'32''$ East, 818.65 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey, said True Point of Beginning being also the beginning of a non-tangent curve to the right, concave southerly, having a radius of 343.56 feet, a radial bearing from which bears south $11^{\circ}32'59''$ East.

Thence from said True Point of Beginning along said curve through a central angle of $17^{\circ}24'22''$, for an arc length of 104.37 feet (Chord: North $87^{\circ}09'12''$ East, 103.97 feet) to the beginning of a reverse curve to the left, concave northwesterly, having a radius of 65.63 feet; thence along said curve through a central angle of $76^{\circ}46'02''$ for an arc length of 87.93 feet (Chord: North $57^{\circ}28'22''$ East, 81.50 feet) to the beginning of a reverse curve to the right, concave southerly, having a radius of 184.53 feet; thence along said curve through a central angle of $105^{\circ}12'24''$ for an arc length of 338.83 feet (Chord: North $71^{\circ}41'33''$ East, 293.20 feet) to the beginning of a non-tangent curve to the left, concave northwesterly, having a radius of 178.47 feet, a radial line from which bears North $02^{\circ}14'11''$ East; thence along said curve through a central angle of $39^{\circ}25'28''$ for an arc length of 122.80 feet (Chord: North $72^{\circ}31'27''$ East, 120.39 feet); thence North $39^{\circ}40'28''$ East, 116.89 feet; thence North $49^{\circ}11'54''$ West, 8.20 feet to the beginning of a non-tangent curve to the right, concave southeasterly, having a radius of 3029.20 feet, a radial line from which bears South $49^{\circ}13'01''$ East; thence along said curve through a central angle of $2^{\circ}38'22''$ for an arc length of 139.55 feet (Chord: North $42^{\circ}06'10''$ East, 139.53 feet); thence South $46^{\circ}34'39''$ East, 7.22 feet to the beginning of a non-tangent curve to the right, concave southeasterly, having a radius of 3021.98 feet; thence along said curve through a central angle of $7^{\circ}34'48''$ for an arc length of 399.80 feet (Chord: North $47^{\circ}12'45''$ East, 399.50 feet) to a point on the northwesterly line of Parcel 57935-1 as described Document No. 2000G855531, said point being the beginning of a non-tangent curve to the left, concave southeasterly, having a radius of 3018.37 feet, a radial line from which bears South $43^{\circ}15'22''$ East; thence in a generally southwesterly direction along the northwesterly boundaries of Parcel 57935-1 and Parcel 57935-5, each as described in Document No. 2000G855531 the following six (6) courses:

1) along said curve through a central angle of $10^{\circ}16'37''$ for an arc length of 541.39 feet (Chord:

- South 41°36'20" West, 540.67 feet);
- 2) North 53°32'00" West, 13.12 feet;
- 3) South 36°28'00" West, 29.56 feet to the beginning of a non-tangent curve to the left, concave southeasterly, having a radius of 3120.09 feet, a radial line from which bears South 39°11'06" East;
- 4) along said curve through a central angle of 8°23'17" for an arc length of 456.78 feet (Chord: South 46°37'16" West, 456.37 feet);
- 5) North 71°22'28" West, 50.28 feet; and
- 6) South 41°31'00" West, 28.70 feet;

thence leaving the northwesterly boundary of Parcel 57935-1 North 70°46'38" West, 55.01 feet to a corner of Parcel 14 described herein, said point being the southeasterly terminus of the course cited as South 70°46'38" East, 44.45 feet;

thence along the boundary of Parcel 14 the following three (3) courses:

- 1) continuing North 70°46'38" West, 44.45 feet (total distance 99.46 feet) to the beginning of a curve to the left, concave southerly, having a radius of 269.08 feet;
- 2) along said curve through a central angle of 29°20'50" for an arc length of 137.82 feet (Chord: North 85°27'03" West, 136.32 feet); and
- 3) North 11°32'59" West, 10.98 feet to a corner of Parcel 14

thence continuing North 11°32'59" West, 43.18 feet (total distance 54.16 feet) to the True Point of Beginning of this description;

Containing 1.95 Acres more or less.

The basis of bearings for this description is identical to that of the Record of Survey filed in Book AA of Maps at Pages 85 through 95, inclusive, records of the City and County of San Francisco, said basis being the California Coordinate System of 1983, Zone 3 (Epoch 1991.35). All bearings and distances are grid expressed as U.S. Survey Feet. Multiply distances by 1.00007026 to obtain ground distances.

END OF DESCRIPTION

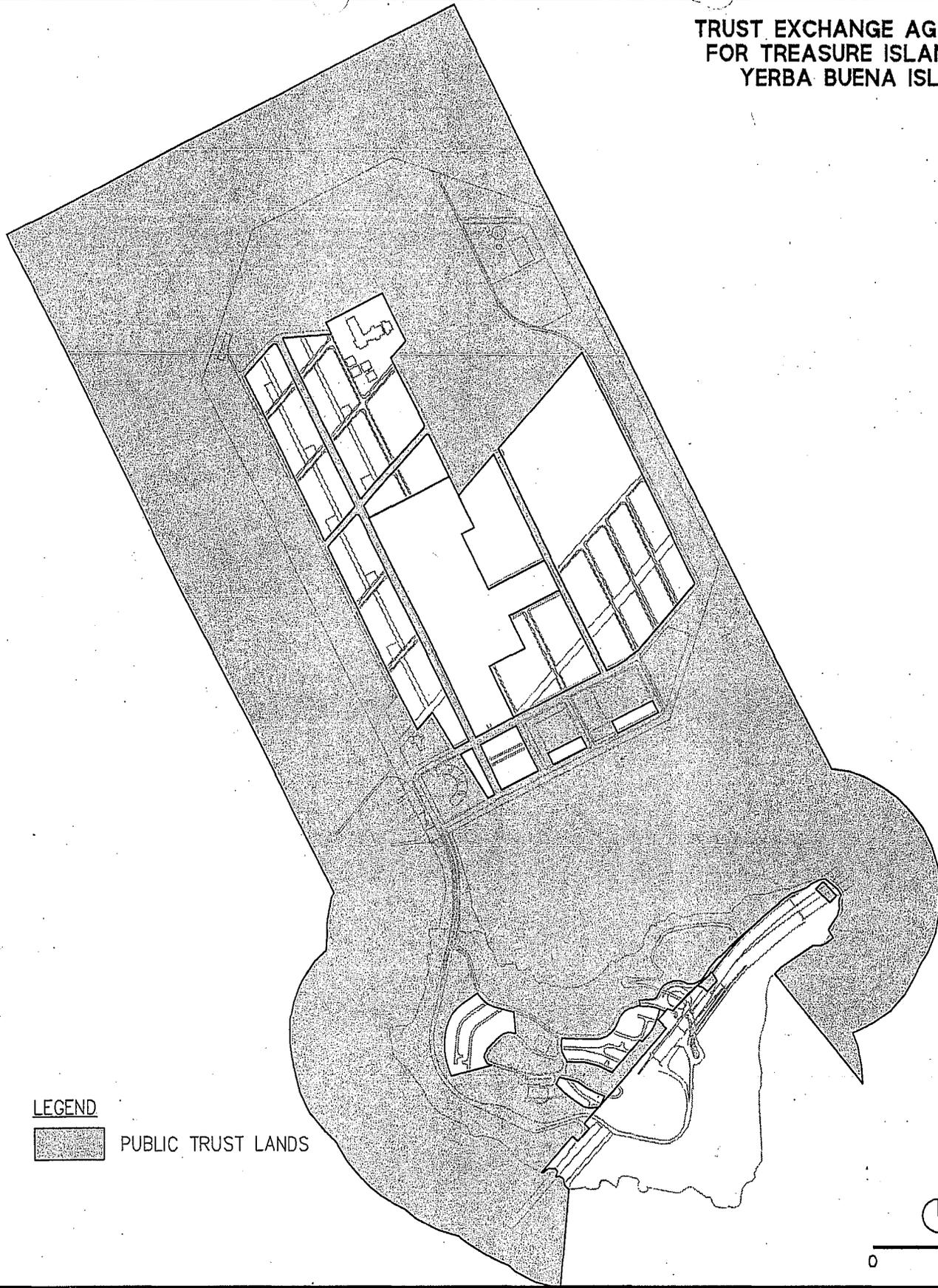
This description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Billy Martin



Billy Martin PLS 5797 expires 6-30-2016

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



0 1200

DRAWING NAME: \\S:\P\08\0807\0807\0807\Trust Exchange Agreement\Illustrative Plats\EXHIBIT A.dwg
PLOT DATE: 05-16-12 PLOTTED BY: ASVO



Subject EXHIBIT A - PLAT ACCOMPANYING LEGAL
DESCRIPTION OF PUBLIC TRUST LANDS

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

EXHIBIT B

Pacific Land Surveys
Dec. 15, 2011
PLS Job No. 20110101

EXHIBIT B: LEGAL DESCRIPTION
Trust Termination Lands, Treasure Island

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

Parcel 1

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ}51'13''$ West, 4725.31 feet;
thence at right angles to last said line, North $63^{\circ}08'47''$ East, 4160.58 feet to the True Point of Beginning of this description;
thence from said True Point of Beginning South $26^{\circ}29'17''$ East, 2278.58 feet;
thence South $41^{\circ}30'43''$ West, 770.07 feet;
thence South $51^{\circ}48'32''$ West, 61.71 feet to the beginning of a non-tangent curve to the right, concave northerly, having a radius of 458.00 feet, the radial bearing of which bears North $47^{\circ}48'54''$ West;
thence along said curve through a central angle of $21^{\circ}19'36''$ for an arc length of 170.48 feet;
thence from said point South $63^{\circ}30'43''$ West, 116.58 feet;
thence North $26^{\circ}29'17''$ West, 1117.89 feet;
thence North $63^{\circ}30'43''$ East, 3.00 feet;
thence North $26^{\circ}29'17''$ West, 1066.96 feet;
thence North $41^{\circ}30'43''$ East, 1137.40 feet to the True Point of Beginning

Containing 54.95 acres more or less.

Parcel 2

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ}51'13''$ West, 4282.10 feet;
Thence at right angles to last said line, North $63^{\circ}08'47''$ East, 3043.15 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South $26^{\circ}29'17''$ E", 1042.73 feet;
thence South $63^{\circ}11'40''$ West, 574.87 feet;
thence North $26^{\circ}50'27''$ West, 549.65 feet;
thence North $63^{\circ}09'33''$ East, 124.50 feet;
thence North $26^{\circ}50'27''$ West, 311.41 feet;
thence North $41^{\circ}30'43''$ East, 491.45 feet to the True Point of Beginning of this description

Containing 11.48 acres more or less.

Parcel 3

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 2947.20 feet;
Thence at right angles to last said line, North 63° 08' 47" East, 3037.63 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26° 29' 17" East, 825.69 feet;
thence South 63° 30' 43" West, 871.63 feet;
thence North 26° 50' 27" West, 502.85 feet;
thence North 63° 14' 50" East, 370.50 feet;
thence North 26° 50' 27" West, 318.77 feet;
thence North 63° 14' 35" East, 506.20 feet to the True Point of Beginning of this description

Containing 13.82 acres more or less.

Parcel 4

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 1699.90 feet;
Thence at right angles to last said line, North 63° 08' 47" East, 3335.00 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26° 29' 17" East, 117.61 feet;
South 63° 30' 43" West, 411.36 feet;
North 26° 29' 17" West, 115.05 feet;
North 63° 09' 19" East, 411.36 feet to the True Point of Beginning of this description

Containing 1.10 acres more or less.

Parcel 5

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that

certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 1700.13 feet;
Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 2624.38 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 113.31 feet;
thence South $63^{\circ} 30' 43''$ West, 334.92 feet;
thence North $26^{\circ} 29' 17''$ West, 111.16 feet;
thence North $63^{\circ} 08' 36''$ East, 334.93 feet

Containing 0.86 acres more or less.

Parcel 6

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 2043.17 feet;
Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 2145.35 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 442.29 feet;
thence South $63^{\circ} 30' 43''$ West, 374.74 feet;
thence North $26^{\circ} 29' 17''$ West, 442.29 feet;
thence North $63^{\circ} 30' 43''$ East, 374.74 feet to the True Point of Beginning of this Description

Containing 3.81 acres more or less.

Parcel 7

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 2054.05 feet;
Thence at right angles to last said line, North 63° 08' 47" East, 1693.67 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26-29-17 East, 458.29 feet;
thence South 63-30-43 West, 71.00feet;
thence North 33-08-48 West, 461.41feet;
thence North 63-30-43 East, 124.50feet

Containing 1.03 acres more or less.

Parcel 8

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51'13" West, 4358.43 feet;
Thence at right angles to last said line, North 63°08'47" East, 1710.86 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26°29'17" East, 2236.43 feet;
thence South 63°30'43" West, 153.75 feet;
thence North 31°37'57" West, 379.05 feet;
thence South 41°30'43" West, 206.28 feet;
thence North 26°29'17" West, 1804.12 feet;
thence North 41°30'43" East, 388.26 feet;
thence South 81°20'56" East, 23.25 feet to the True Point of Beginning of this description

Containing 17.34 acres more or less.

Parcel 9

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51'13" West, 6046.16 feet;
Thence at right angles to last said line, North 63°08'47" East, 1721.63 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26-29-17 East, 1604.15 feet;
thence South 41-30-43 West, 399.11 feet;
thence North 85-14-20 West, 10.48 feet;
thence North 26-29-17 West, 1618.82 feet;
thence North 41-30-43 East, 387.01 feet;
thence South 78-49-06 East, 25.48 feet to the True Point of Beginning of this description

Containing 14.16 acres more or less.

Parcel 10

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $26^{\circ} 51' 13''$ West, 6005.51 feet;
Thence at right angles to last said line, North $63^{\circ} 08' 47''$ East, 2783.97 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South $26^{\circ} 29' 17''$ East, 464.84 feet;
thence South $41^{\circ} 30' 43''$ West, 201.35 feet;
thence South $26^{\circ} 29' 17''$ East, 661.27 feet;
thence South $07^{\circ} 30' 43''$ West, 24.62 feet;
thence South $41^{\circ} 30' 43''$ West, 836.00 feet;
thence North $81^{\circ} 20' 56''$ West, 18.35 feet;
thence North $26^{\circ} 29' 17''$ West, 1575.14 feet;
thence North $29^{\circ} 30' 43''$ East, 7.84 feet;
thence North $85^{\circ} 30' 43''$ East, 443.39 feet;
thence North $26^{\circ} 29' 17''$ West, 111.13 feet;
thence North $63^{\circ} 30' 43''$ East, 572.98.

Containing 27.34 Acres more or less.

Parcel' 11

Being a portion of the Tidelands and Submerged Lands in San Francisco Bay known as Treasure Island lying within the City and County of San Francisco, State of California as described in that certain Final Judgment of Condemnation, filed April 3, 1944, in the District Court of the United States in and for the Northern District of California, Southern Division, Case Number 22164-G (hereinafter referred to as Case 22164-G), described as follows:

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being a Portion of Yerba Buena Island and Treasure Island

City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 26° 51' 13" West, 4710.82 feet;
Thence at right angles to last said line, North 63° 08' 47" East, 2589.02 feet to the True Point of Beginning of this description;

thence from said True Point of Beginning South 26° 29' 17" East, 417.31 feet;
thence South 62° 58' 50" West, 803.93 feet;
thence North 26° 29' 17" West, 116.93 feet;
thence North 41° 30' 43" East, 847.26 feet;
thence South 88° 58' 21" East, 20.67 feet.

Containing 5.08 Acres more or less.

This description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

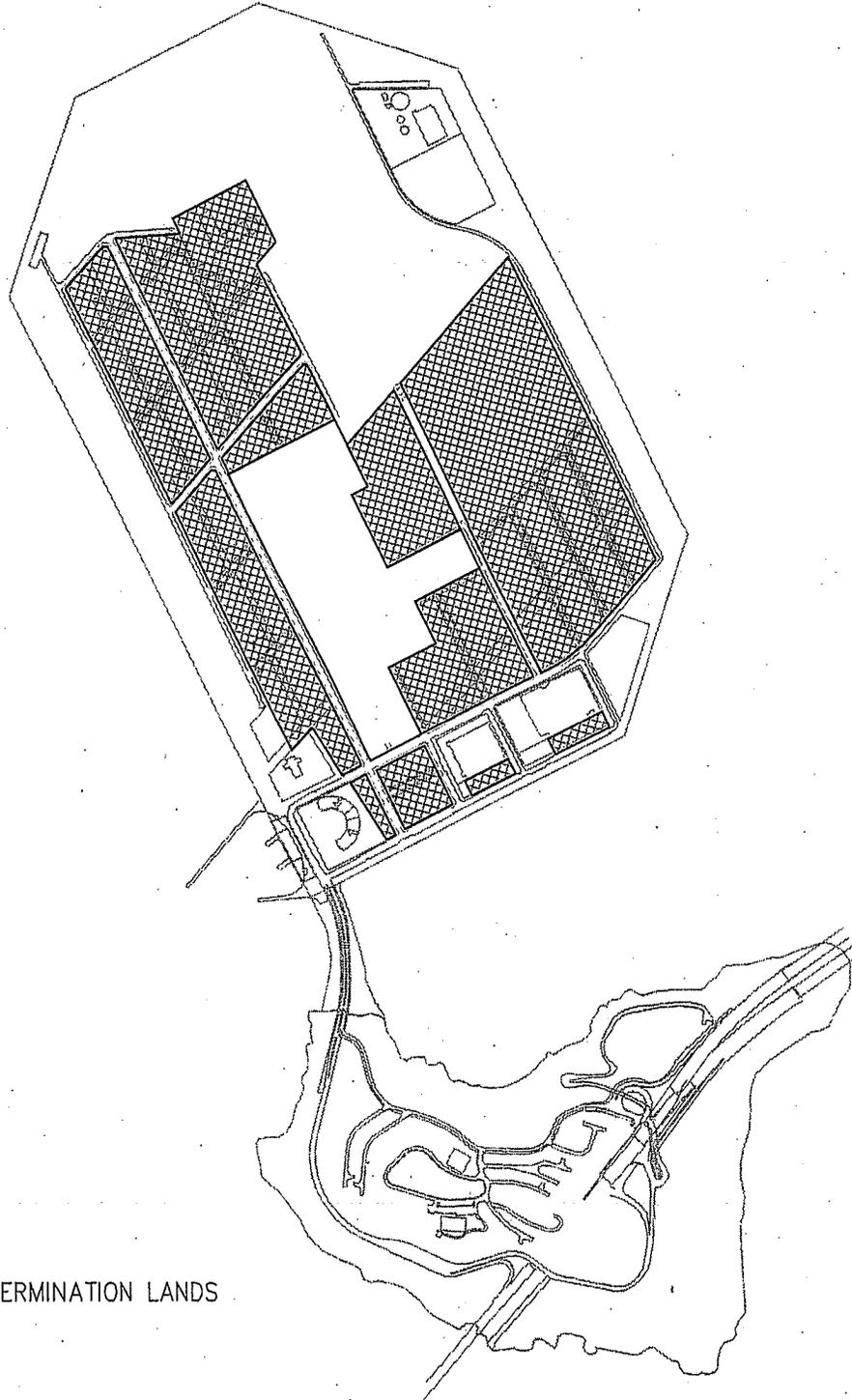


Billy Martin PLS 5797 expires 6-30-2016

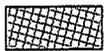
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TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



TRUST TERMINATION LANDS



0 1200

DRAWING NAME: K:\V\06\080077\085\Trust Exchange Agreement\Illustrative Plats\Exhibit B.dwg
PLOT DATE: 08-16-12
PLOTTER BY: neva



Subject EXHIBIT B - PLAT ACCOMPANYING LEGAL
DESCRIPTION OF TRUST TERMINATION LANDS

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

EXHIBIT C

Pacific Land Surveys
Dec. 15, 2011
PLS Job No. 20110101

EXHIBIT C: LEGAL DESCRIPTION
Job Corps Parcel

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

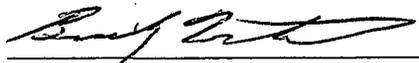
A portion of Treasure Island Naval Station described as follows:

Beginning at monument "C-2" located in California Avenue as said monument and Avenue are shown on the horizontal and vertical control plan drawing number 80091, Department of the Navy, Naval Facilities Engineering Command; thence South $73^{\circ}19'05''$ West 122.27 feet to the True Point of Beginning;

thence North $63^{\circ}13'30''$ East 398.15 feet;
thence North $26^{\circ}50'27''$ West 508.75 feet;
thence North $63^{\circ}14'50''$ East, 370.50 feet;
thence North $26^{\circ}50'27''$ West. 318.77 feet;
thence North $63^{\circ}14'35''$ East, 506.20 feet;
thence North $26^{\circ}47'45''$ West, 292.20 feet;
thence South $63^{\circ}11'40''$ West, 576.30 feet;
thence North $26^{\circ}50'27''$ West, 549.65 feet
thence North $63^{\circ}09'33''$ East, 124.50 feet;
thence north $26^{\circ}50'27''$ West, 504.02 feet;
thence south $62^{\circ}58'50''$ West, 809.93 feet;
thence South $26^{\circ}50'27''$ East, 1545.00 feet;
thence North $63^{\circ}09'33''$ East, 2.05 feet;
thence South $25^{\circ}25'40''$ East, 624.64 feet to the True Point of Beginning

Containing 36.55 acres more or less

This description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

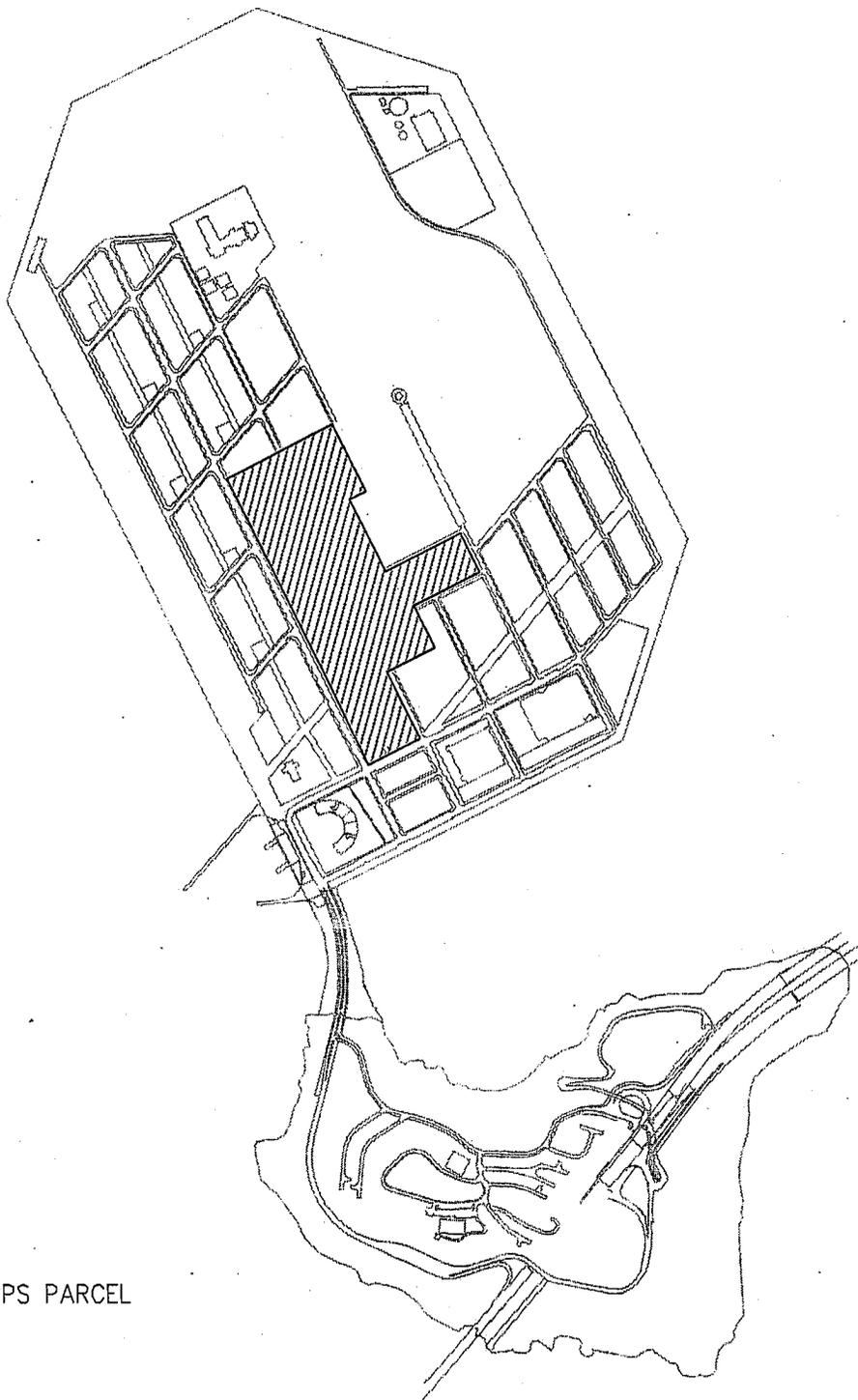


Billy Martin PLS 5797 expires 6-30-2016

273125.2



TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND

 JOB CORPS PARCEL



0 1200

Subject EXHIBIT C - PLAT ACCOMPANYING LEGAL
DESCRIPTION OF JOB CORPS PARCEL

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1



DRAWING NAME: K:\Eng\060077\060077.dwg
 PLAT DATE: 05-16-12
 PLOTTED BY: JGJ

EXHIBIT D

October 3, 2011

EXHIBIT D: LEGAL DESCRIPTION
Yerba Buena Non-Trust Lands

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

Parcel 1

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North 55°39'41" East, 766.60 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North 54°56'42" West, 1442.02 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning, said True Point of Beginning being also the beginning of a non-tangent curve to the left, concave northeasterly, having a radius of 317.00 feet, a radial bearing from which bears North 54°11'59" East. Thence along said curve through a central angle of 8°54'46", for an arc length of 49.31 feet;
thence South 44°42'47" East, 37.36 feet to the beginning of a curve to the left, concave northeasterly, having a radius of 192.00 feet;
thence along said curve through a central angle of 31°23'10", for an arc length of 105.18 feet;
thence South 76°05'57" East, 142.26 feet to the beginning of curve to the right, concave southerly, having a radius of 958.00 feet;
thence along said curve through a central angle of 3°00'53" for an arc length of 50.41 feet;
thence South 05°08'19" East, 189.60 feet to the beginning of a non-tangent curve to the left, concave southerly, having a radius of 135.00 feet, a radial bearing from which bears South 23°56'53" West;
thence along said curve through a central angle of 67°24'53", for an arc length of 158.84 feet;
thence South 46°32'00" West, 150.56 feet; to the beginning of a curve to the left, concave easterly, having a radius of 105.00 feet;
thence along said curve through a central angle of 30°36'33" for an arc length of 56.09 feet

thence South $15^{\circ}55'27''$ West, 6.61 feet to the beginning of a curve to the left, concave northeasterly, having a radius of 75.00 feet;
thence along said curve through a central angle of $89^{\circ}10'27''$ for an arc length of 116.73 feet;
thence South $73^{\circ}15'00''$ East, 16.26 feet;
thence South $76^{\circ}31'07''$ West, 384.03;
thence North $23^{\circ}39'20''$ West, 30.34 feet to the beginning of a non-tangent curve to the right, concave easterly, having a radius of 600.00 feet, a radial bearing from which bears North $66^{\circ}20'40''$ East;
thence along said curve through a central angle of $27^{\circ}57'23''$ for an arc length of 292.76 feet;
thence North $04^{\circ}18'03''$ East, 36.39 feet to the beginning of curve to the right having a radius of 376.00 feet;
thence along said curve through a central angle of $52^{\circ}54'47''$ for an arc length of 347.24 feet;
thence North $57^{\circ}12'50''$ East, 154.16 feet to the True Point of Beginning of this description.

Containing 6.59 Acres more or less.

Parcel 2

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement South $77^{\circ}40'20''$ East, 1412.91 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $77^{\circ}44'08''$ West, 443.22 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning South $75^{\circ}09'12''$ East, 62.54 feet to the beginning of a curve to the left, concave northerly, having a radius of 200.00 feet;
thence along said curve through a central angle of $6^{\circ}35'35''$ for an arc length of 23.01 feet to the beginning of a reverse curve to the right, concave southerly having a radius of 396.10 feet;
thence along said curve through a central angle of $7^{\circ}33'20''$ for an arc length of 52.23 feet to the beginning of a compound curve to the right, concave southerly, having a radius of 96.00 feet;
Thence along said curve through a central angle of $20^{\circ}02'48''$ for an arc length of 33.59 feet;

thence South $54^{\circ}08'39''$ East, 88.70 feet to the beginning of a curve to the left, concave northeasterly, having a radius of 304.00 feet;

thence along said curve through a central angle of $14^{\circ}28'12''$ for an arc length of 76.77 feet;
thence South $68^{\circ}36'51''$ East, 96.08 feet;
thence South $24^{\circ}44'02''$ West, 99.39 feet;
thence South $77^{\circ}04'06''$ West, 62.47 feet to the beginning of curve to the right, concave northerly, having a radius of 50.00 feet;
thence along said curve through a central angle of $25^{\circ}27'30''$ for an arc length of 22.22 feet;
thence North $77^{\circ}28'24''$ West, 46.06 feet to the beginning of a curve to the right, concave northeasterly, having a radius of 50.00 feet;
thence along said curve through a central angle of $22^{\circ}54'50''$ for an arc length of 20.00 feet;
thence North $54^{\circ}33'34''$ West, 146.04 feet to the beginning of a curve to the right, concave northeasterly, having a radius of 500.00 feet;
thence along said curve through a central angle of $9^{\circ}10'27''$ for an arc length of 80.06 feet;
thence North $45^{\circ}23'07''$ West, 85.87 feet;
thence North $31^{\circ}20'10''$ East, 69.75 feet to the True Point of Beginning of this description.

Containing 1.30 Acres more or less.

Parcel 3

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $88^{\circ}21'24''$ East, 2294.22 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $43^{\circ}07'54''$ West, 597.60 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning South $88^{\circ}12'34''$ East, 281.36 feet to the beginning of a curve to the left, concave northwesterly, having a radius of 218.00 feet;
Thence along said curve through a central angle of $75^{\circ}30'40''$ for an arc length of 287.31 feet;
Thence North $16^{\circ}16'46''$ East, 25.24 feet to the beginning of a curve to the right, concave southeasterly, having a radius of 122.00 feet;
Thence along said curve through a central angle of $51^{\circ}31'11''$ for an arc length of 109.70 feet;
thence North $67^{\circ}47'57''$ East, 81.37 feet to the beginning of a curve to the right, concave southeasterly, having a radius of 212.00 feet;
thence along said curve through a central angle of $11^{\circ}04'32''$ for an arc length of 40.98;

thence South $11^{\circ}32'59''$ East, 10.98 feet to the beginning of a non-tangent curve to the right, concave southerly having a radius of 269.08 feet, a radial line from which bears South $10^{\circ}07'28''$ East;
thence along said curve through a central angle of $29^{\circ}20'50''$ for an arc length of 137.82 feet;
thence South $70^{\circ}46'38''$ East, 44.45 feet;
thence South $17^{\circ}01'44''$ West, 137.58 feet to the beginning of a curve to the right, concave westerly, having a radius of 155.50 feet;
thence along said curve through a central angle of $24^{\circ}29'16''$ for an arc length of 66.46 feet;
thence South $41^{\circ}03'00''$ West, 129.60 feet;
thence North $48^{\circ}29'00''$ West, 25.00 feet;
thence South $41^{\circ}31'00''$ West, 385.64 feet;
thence North $63^{\circ}54'15''$ West, 132.39 feet to the beginning of a curve to the left, concave southerly, having a radius of 100.00 feet;
thence along said curve through a central angle of $12^{\circ}14'39''$ for an arc length of 21.37 feet;
thence North $76^{\circ}08'54''$ West, 85.58 feet to the beginning of a curve to the left, concave southerly, having a radius of 100.00 feet;
thence along said curve through a central angle of $12^{\circ}03'40''$ for an arc length of 21.05 feet;
thence North $88^{\circ}12'34''$ West, 153.46 feet to the beginning of a non-tangent curve to the left, concave westerly, having a radius of 105.00 feet, a radial line from which bears South $74^{\circ}36'14''$ West;
thence along said curve through a central angle of $20^{\circ}14'26''$ for an arc length of 37.09 feet to the beginning of a reverse curve to the right, concave easterly, having a radius of 195.00 feet;
thence along said curve through a central angle of $50^{\circ}38'07''$ for an arc length of 172.33 feet to the beginning of a compound curve to the right, concave easterly, having a radius of 30.00 feet;
thence along said curve through a central angle of $21^{\circ}18'36''$ for an arc length of 11.16 feet to the True Point of Beginning of this description.

Containing 5.34 Acres more or less.

Parcel 4

Being a portion of the lands described in that certain Presidential Reservation of Goat Island (now known as Yerba Buena Island), dated November 6, 1850, lying northwesterly of Parcel 57935-1 as described in that certain Quitclaim Deed, recorded October 26, 2000 as Document Number 2000G855531, in the office of the Recorder of the City and County of San Francisco (herein after referred to as Doc. 2000G855531).

Commencing at a monument established near the westerly end of Yerba Buena Island by the United States Coast and Geodetic Survey designated and known as Station Goat. Said monument being described in the above referenced Case 22164-G and being shown on a certain Record of Survey entitled "Record of Survey Being A Portion of Yerba Buena Island and Treasure Island City and County of San Francisco California" filed for record July 15, 2003 in Book AA of maps at pages 85 through 95, inclusive.

Thence from said point of commencement North $88^{\circ}21'24''$ East, 2294.22 feet to the True Point of Beginning of this description. Said True Point of Beginning also bears North $43^{\circ}07'54''$ West,

597.60 feet from a United States Coast and Geodetic Survey monument known as Station Granite as said monument is shown on the above referenced Record of Survey.

Thence from said True Point of Beginning, said True Point of Beginning being also the beginning of a non-tangent curve to the right, concave southerly, having a radius of 343.56 feet, a radial bearing from which bears south $11^{\circ}32'59''$ East. Thence along said curve through a central angle of $17^{\circ}24'22''$, for an arc length of 104.37 feet to the beginning of a reverse curve to the left, concave northwesterly, having a radius of 65.63 feet; thence along said curve through a central angle of $76^{\circ}46'02''$ for an arc length of 87.93 feet to the beginning of a reverse curve to the right, concave southerly, having a radius of 184.53 feet; thence along said curve through a central angle of $105^{\circ}12'24''$ for an arc length of 338.83 feet to the beginning of a non-tangent curve to the left, concave northwesterly, having a radius of 178.47 feet, a radial line from which bears North $02^{\circ}14'11''$ East; thence along said curve through a central angle of $39^{\circ}25'28''$ for an arc length of 122.80 feet; thence North $39^{\circ}40'28''$ East, 116.89 feet; thence North $49^{\circ}11'54''$ West, 8.20 feet to the beginning of a non-tangent curve to the right, concave southeasterly, having a radius of 3029.20 feet, a radial line from which bears South $49^{\circ}13'01''$ East; thence along said curve through a central angle of $2^{\circ}28'22''$ for an arc length of 139.55 feet; thence South $46^{\circ}34'39''$ East, 7.22 feet to the beginning of a non-tangent curve to the left, concave southeasterly, having a radius of 3021.98 feet; thence along said curve through a central angle of $7^{\circ}34'48''$ for an arc length of 399.80 to a point of cusp and the beginning of a non-tangent curve to the left, concave southeasterly, having a radius of 3018.37 feet, a radial line from which bears South $43^{\circ}15'22''$ East; thence along said curve through a central angle of $10^{\circ}16'37''$ for an arc length of 541.39 feet; thence North $53^{\circ}32'00''$ West, 13.12 feet; thence South $36^{\circ}28'00''$ West, 29.56 feet to the beginning of a non-tangent curve to the left, concave southeasterly, having a radius of 3120.09 feet, a radial line from which bears South $39^{\circ}11'06''$ East; thence along said curve through a central angle of $8^{\circ}23'17''$ for an arc length of 456.78 feet; thence North $71^{\circ}22'28''$ West, 50.28 feet; thence South $41^{\circ}31'00''$ West, 28.70 feet; thence North $70^{\circ}46'38''$ West, 99.46 feet to the beginning of a curve to the left, concave southerly, having a radius of 269.08 feet; thence along said curve through a central angle of $29^{\circ}20'50''$ for an arc length of 137.82 feet; thence North $11^{\circ}32'59''$ West, 54.16 feet to the True Point of Beginning of this description.

Containing 1.95 Acres more or less.

This description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

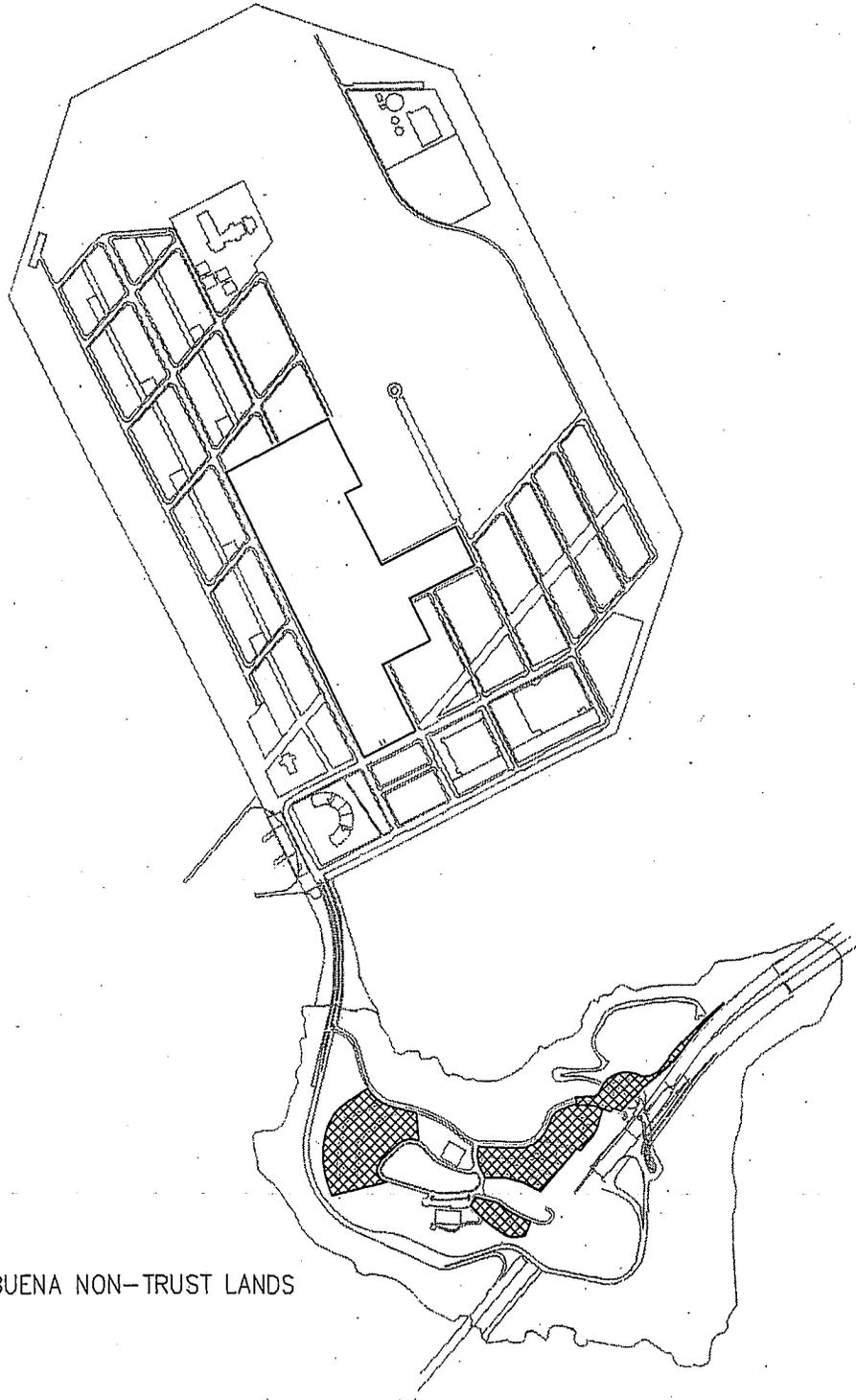


Billy Martin PLS 5797 expires 6-30-2016

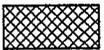
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TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



YERBA BUENA NON-TRUST LANDS



0 1200

DRAWING NAME: K:\ENR\060077\060077.dwg Trust Exchange Agreement\Illustrative Plats\Exhibit D.dwg
PLOT DATE: 05-16-12 PLOTTED BY: nava



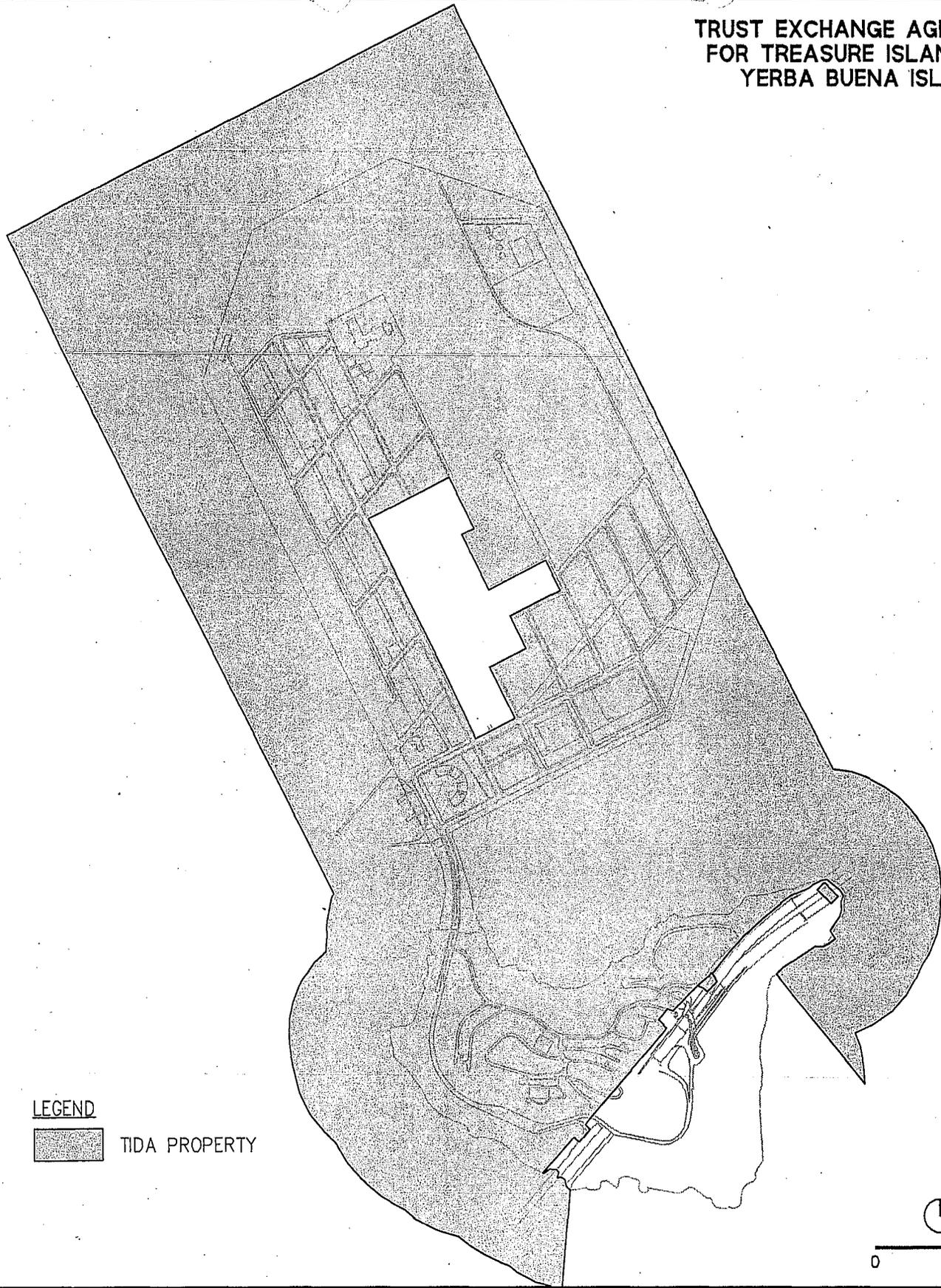
Subject EXHIBIT D - ILLUSTRATIVE PLAT ACCOMPANYING LEGAL
DESCRIPTION OF YERBA BUENA NON-TRUST LANDS

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

EXHIBIT E

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



TIDA PROPERTY



0 1200

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PLOT DATE: 08-16-12
PLOTTER: B7



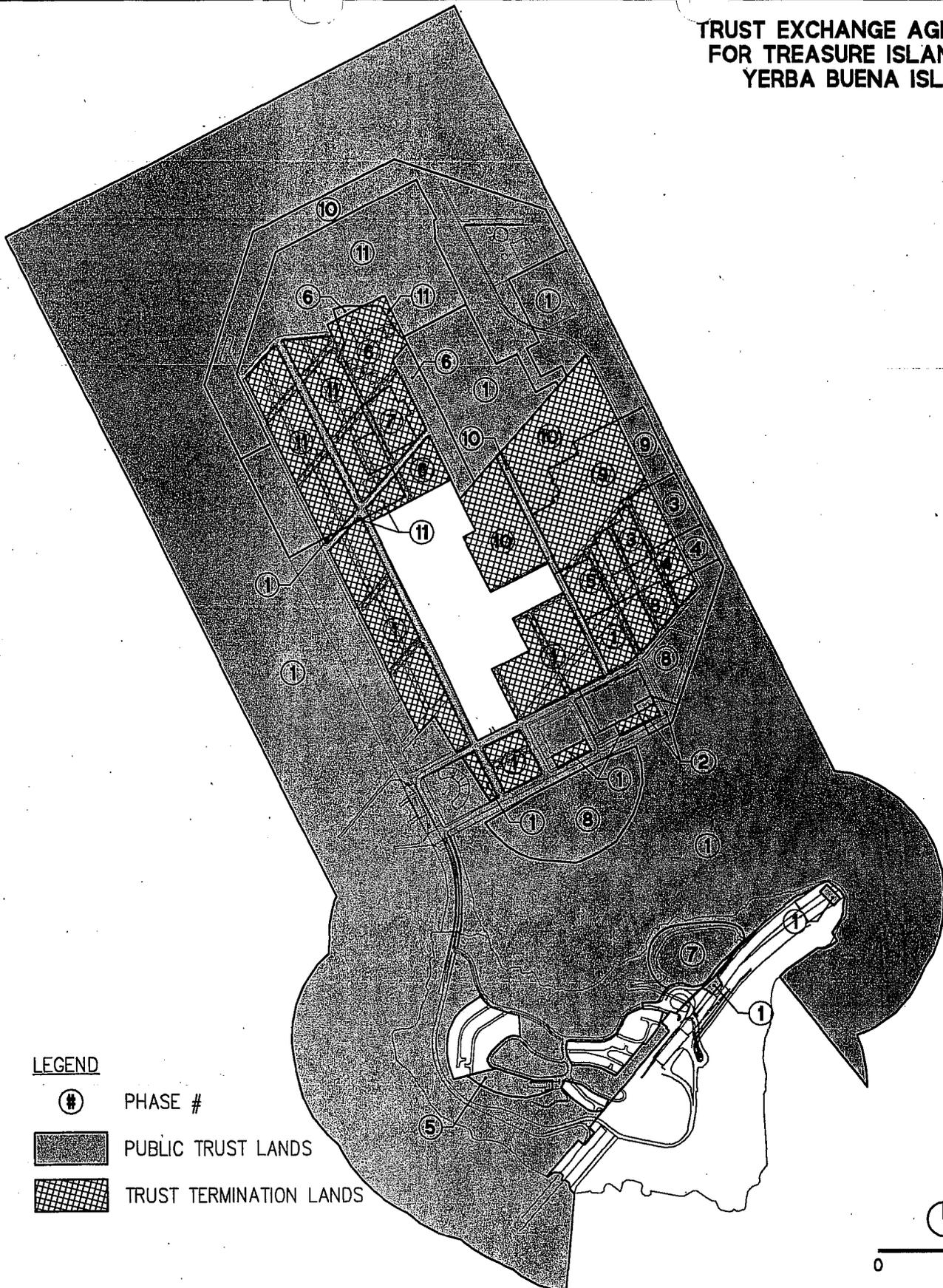
Subject EXHIBIT E - ILLUSTRATIVE PLAT OF TIDA PROPERTY

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

EXHIBIT F

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND

- PHASE #
- PUBLIC TRUST LANDS
- TRUST TERMINATION LANDS

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PLOT DATE: 06-20-14
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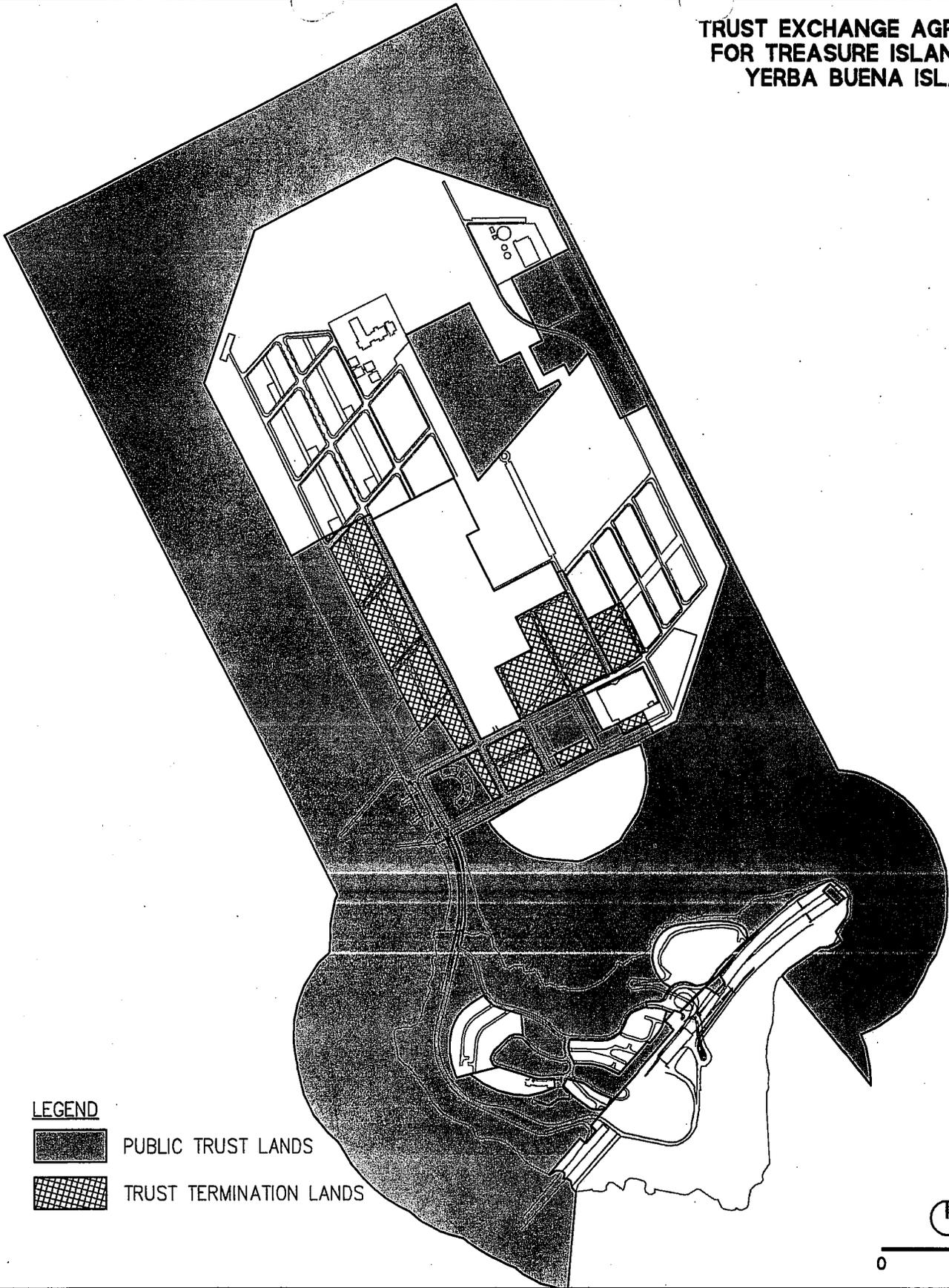


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 1 THROUGH 11 - INDEX

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 1 of 12

**TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND**



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOT DATE: 08-20-14 PLOTTED BY: nava



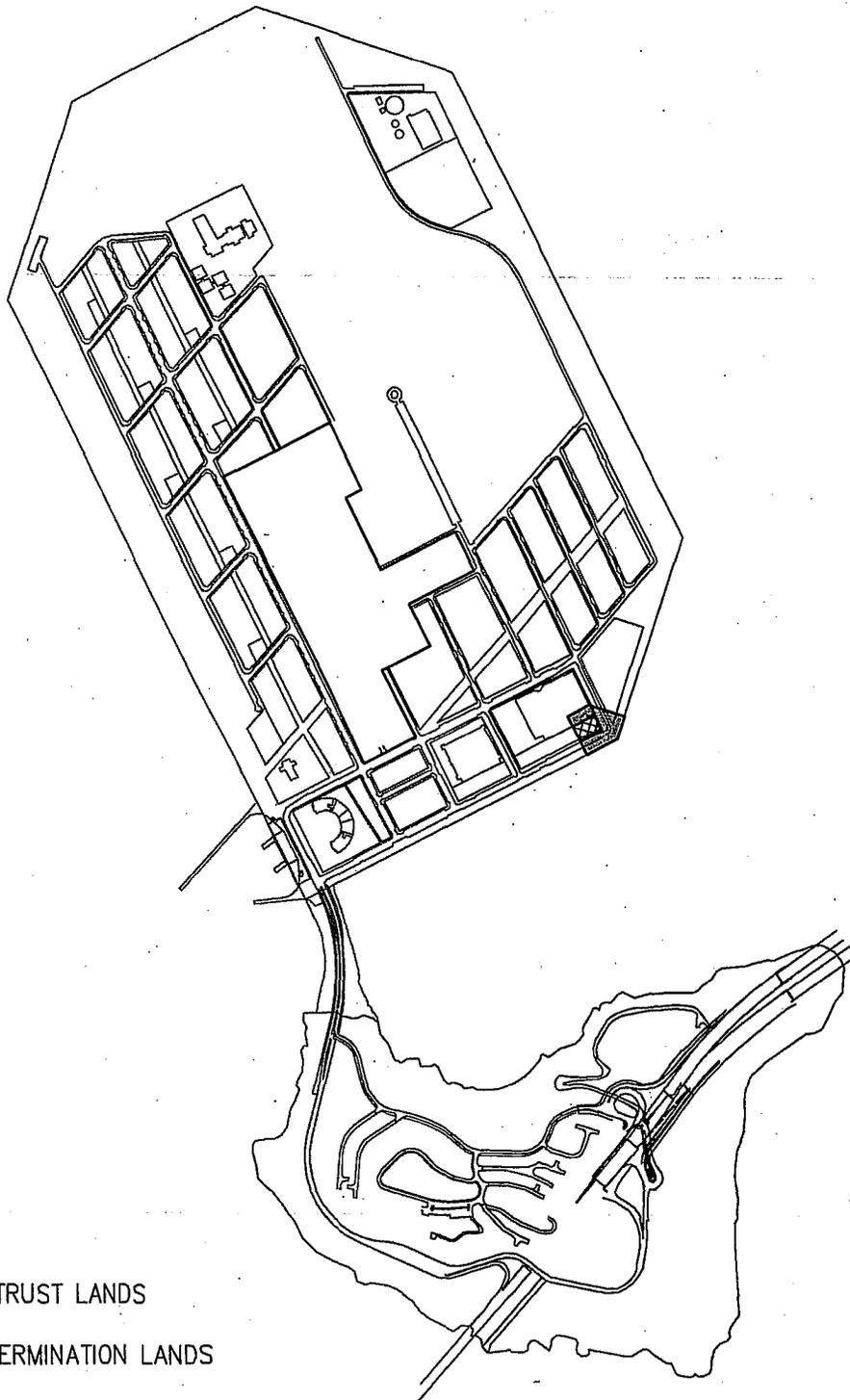
Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES**

PHASE 1

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 2 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOT DATE: 06-20-14
PLOTTED BY: nava



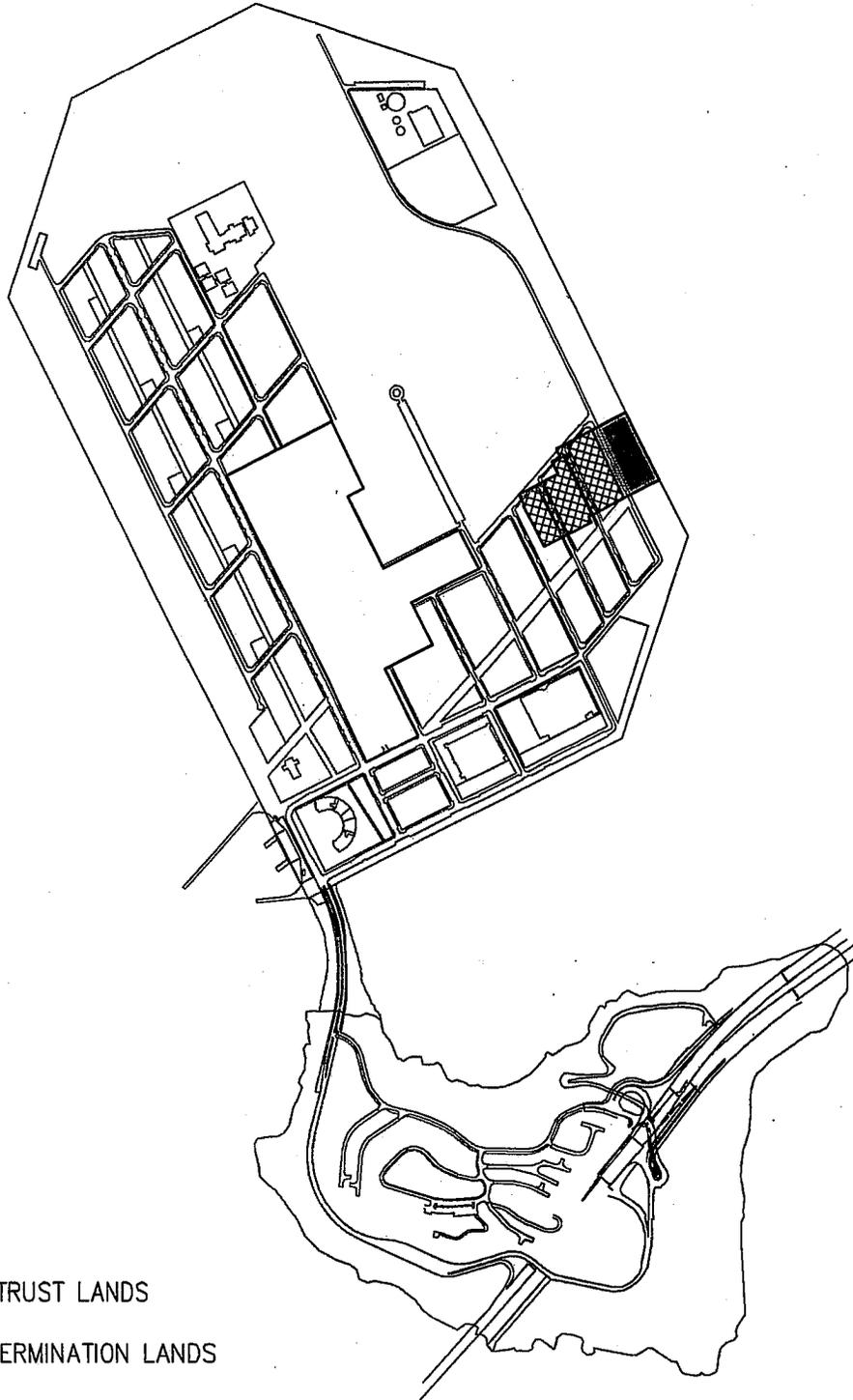
ENGINEERS/SURVEYORS/PLANNERS

Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 2

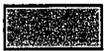
Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 3 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOT DATE: 08-28-14



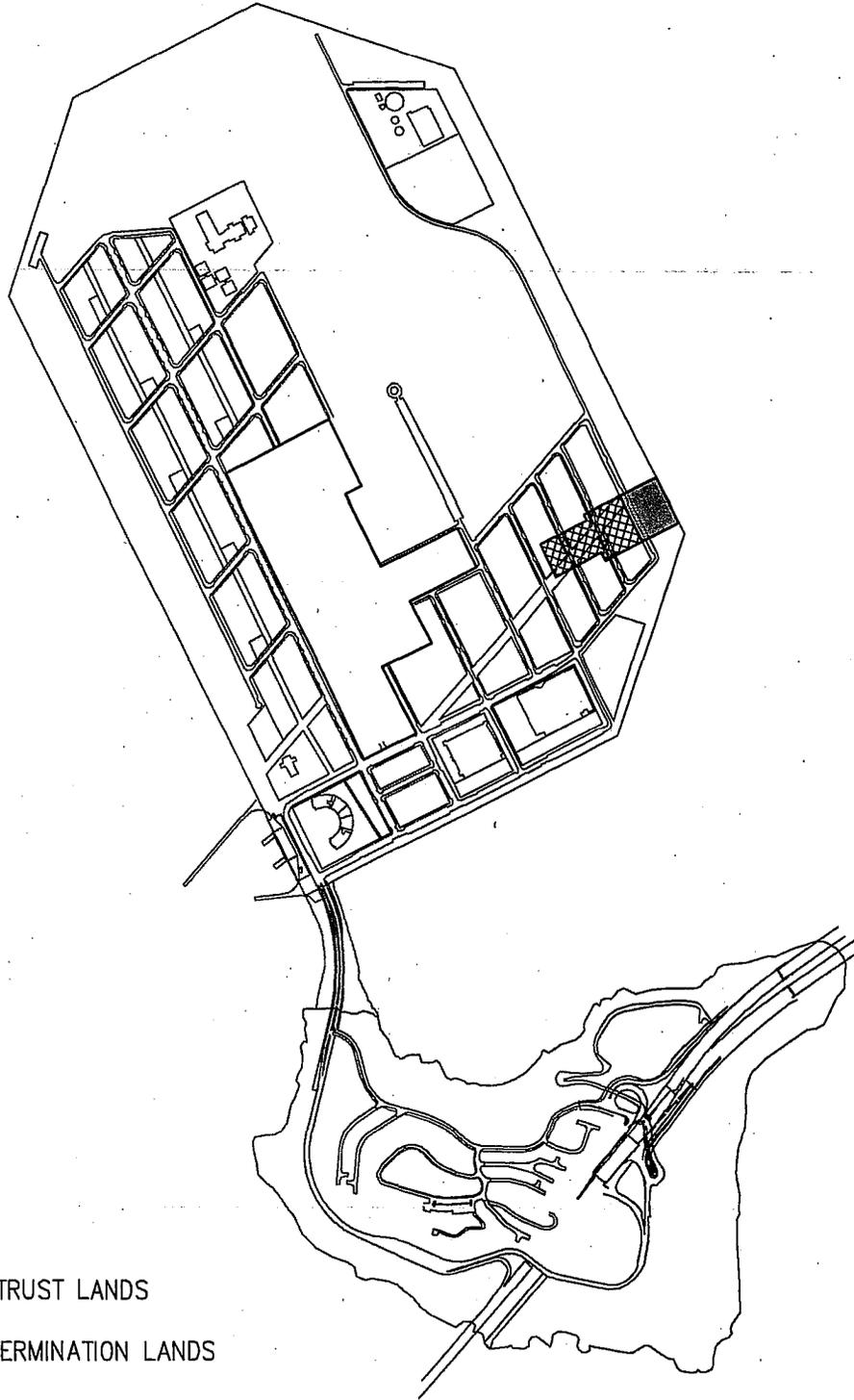
Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES**

PHASE 3

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 4 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOT DATE: 06-20-14
PLOTTED BY: nava



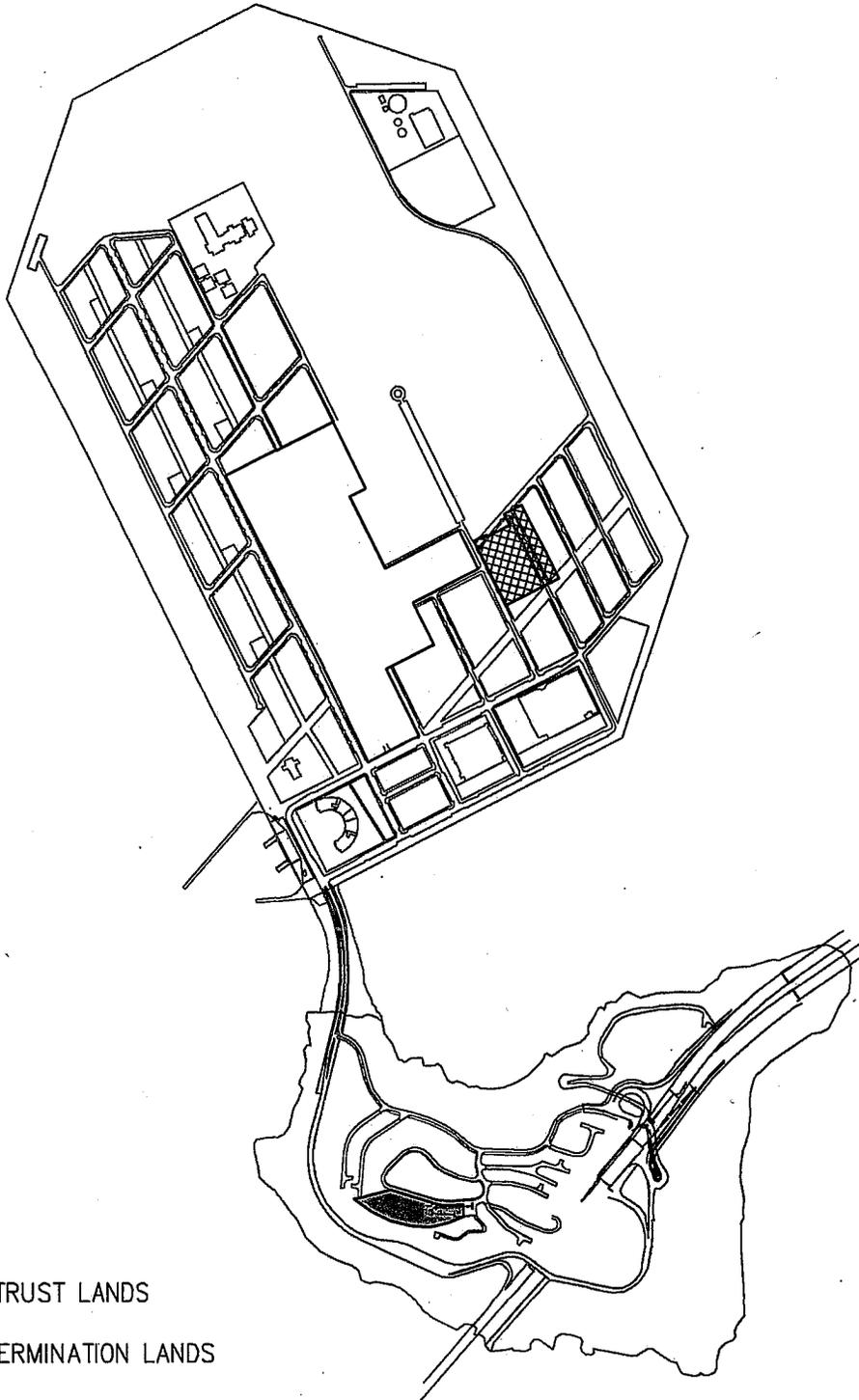
ENGINEERS / SURVEYORS / PLANNERS

Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 4

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 5 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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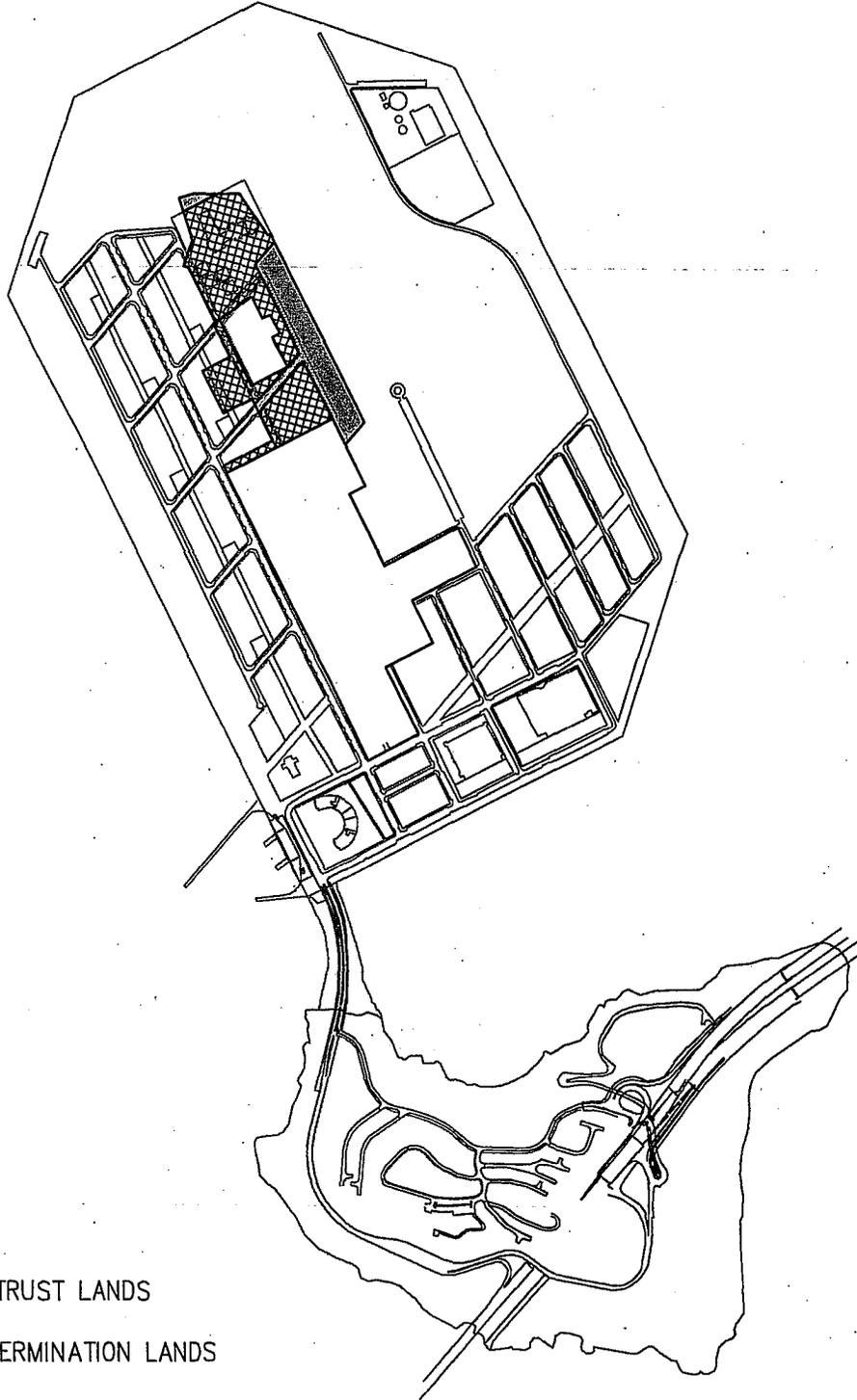


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 5

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 6 of 12

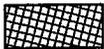
TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOTTED BY: nava

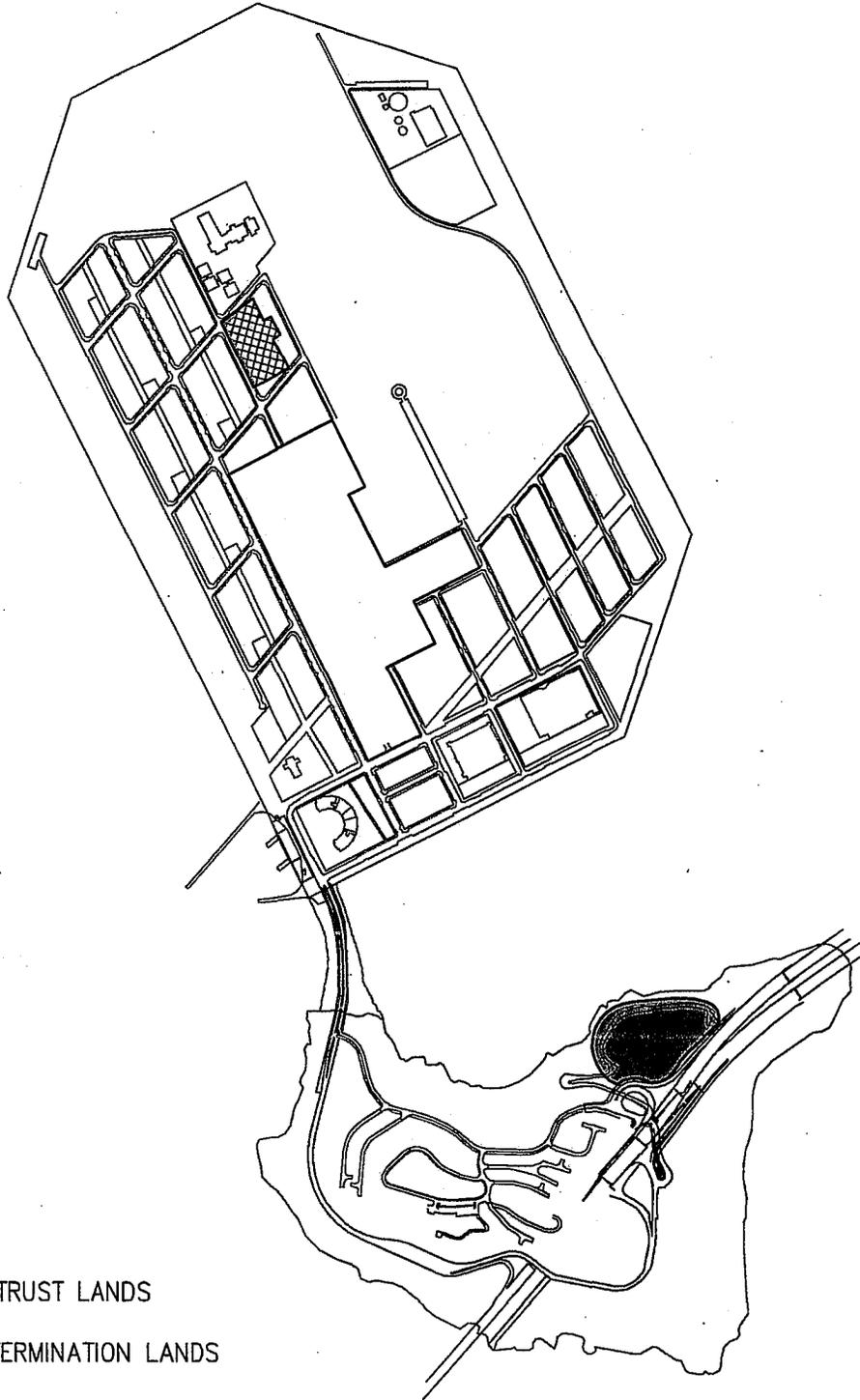


Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES**
PHASE 6

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 7 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



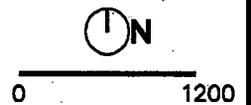
LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



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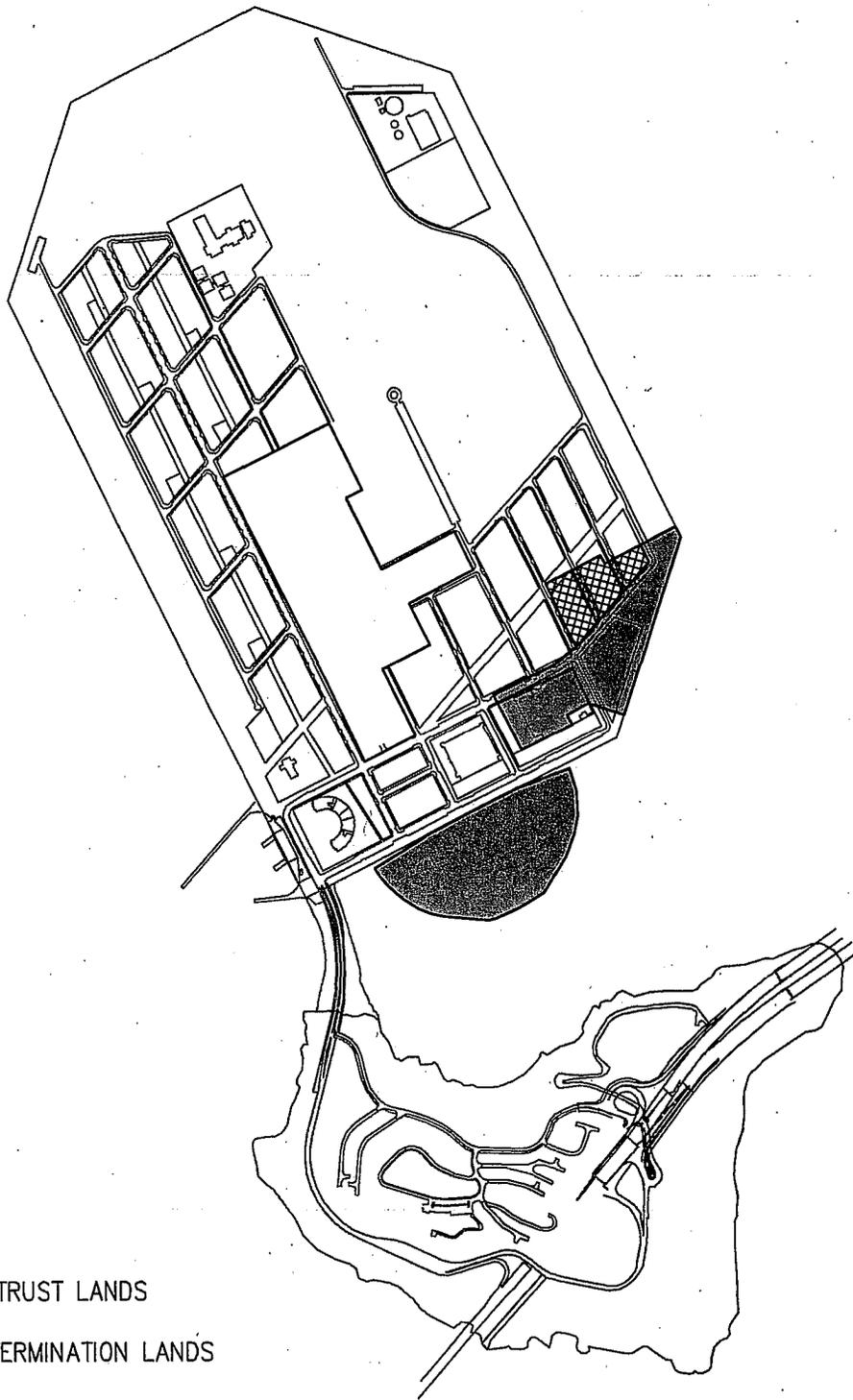


Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES**
PHASE 7

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 8 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOTTED BY: nava

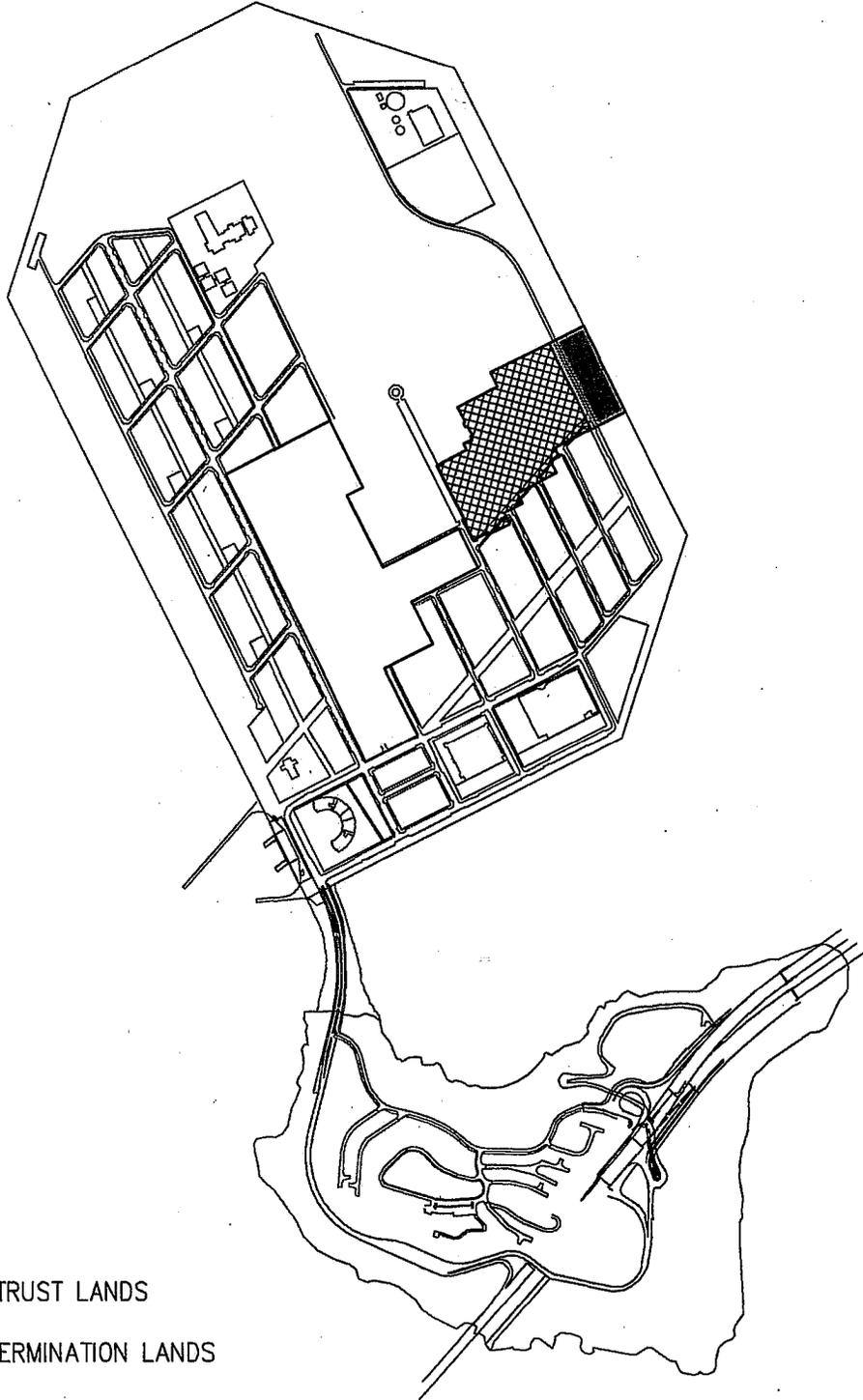


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 8

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 9 of 12

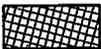
TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOTTED BY: nava

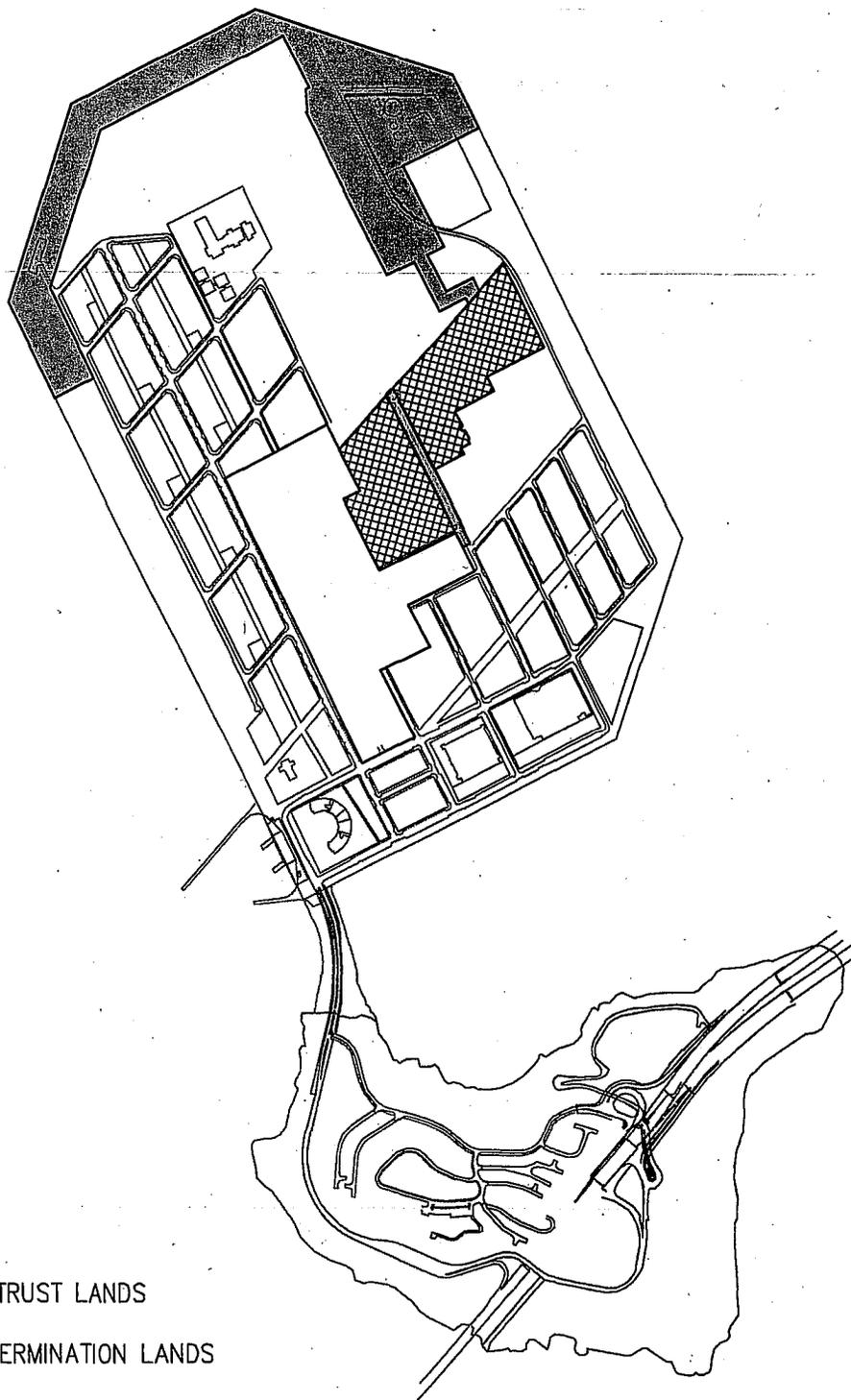


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 9

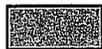
Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 10 of 12

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

DRAWING NAME: K:\Eng\060077\JNN\Trust Exchange Agreement\Illustrative Plata\Exhibit F.dwg
PLOT DATE: 06-20-14 PLOTTED BY: nova



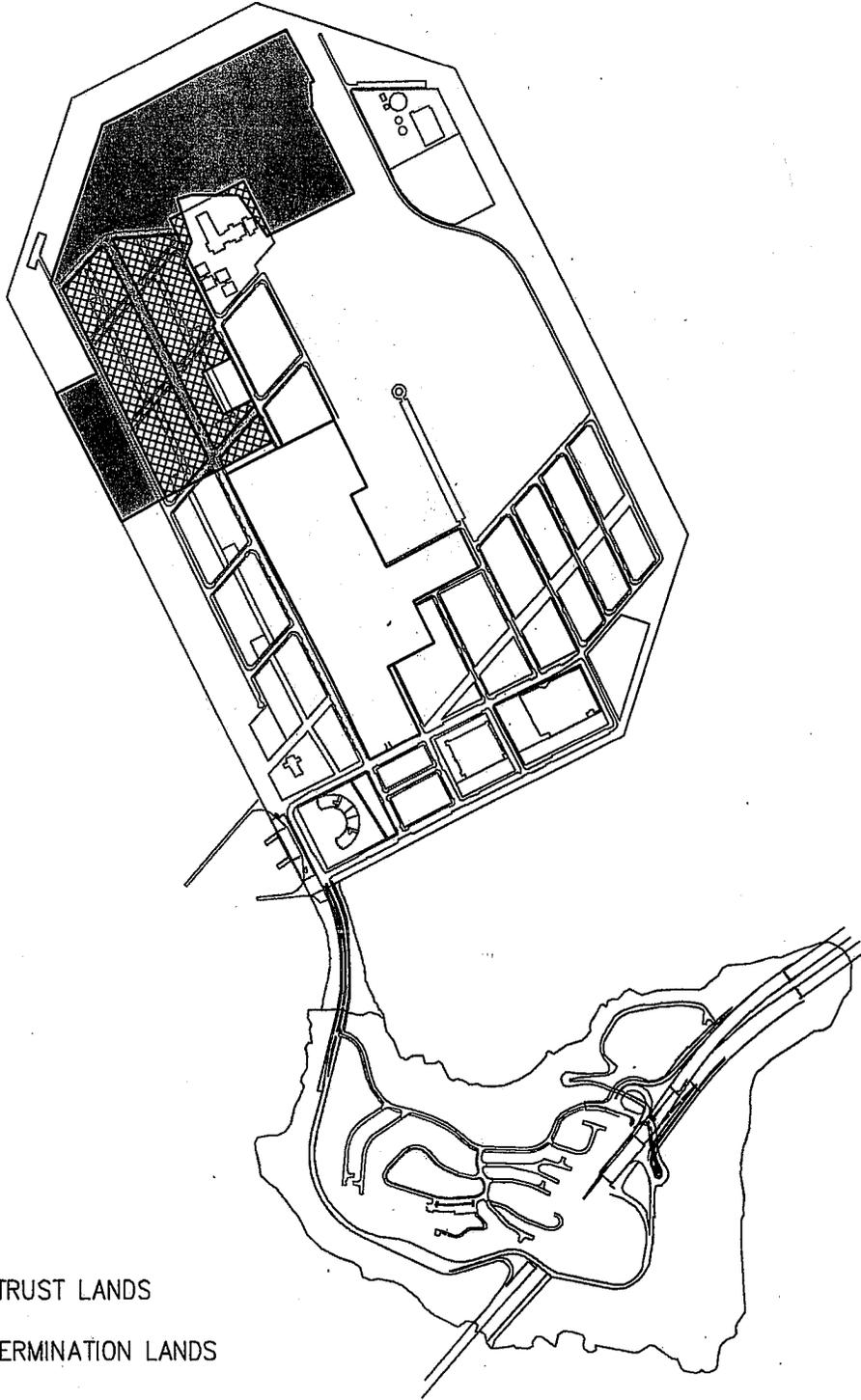
ENGINEERS / SURVEYORS / PLANNERS

Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES
PHASE 10

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 11 of 12

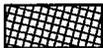
TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



0 1200

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PLOT DATE: 06-20-14 PLOTTED BY: nava



Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASES**
PHASE 11

Job No. 20060077-10

By JNN Date 6/18/14 Chkd. TMA Sheet 12 of 12

EXHIBIT G

Exhibit G
Form of TIDA Quitclaim Deed

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
SLC No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

WHEREAS, the Board of Directors of the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation ("TIDA"), at its public meeting in San Francisco, California on _____, approved Resolution No. ____, which authorized a title settlement and land exchange agreement between TIDA and the State of California acting by and through the State Lands Commission, pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997; and

WHEREAS, it is the intent of TIDA to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto ("the Property");

NOW, THEREFORE,

The TREASURE ISLAND DEVELOPMENT AUTHORITY, acting by and through its Board of Directors does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right title and interest in the Property.

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Date:

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Date:

By _____

Name: _____

Deputy City Attorney

EXHIBIT A AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED

EXHIBIT H

Exhibit H
Form of Commission's Certificate of Acceptance for Public Trust Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, a Quitclaim Deed dated _____, of which a true and correct copy is attached hereto as Exhibit 1, of all of the TIDA's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the City and County of San Francisco.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. _____ of its public meeting in _____ on _____ by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS
COMMISSION

Dated: _____

By: _____
Executive Officer

EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

244910.1

EXHIBIT I

Exhibit I
Form of Patent of Public Trust Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT

WHEREAS, the State Lands Commission, at its public meeting in ____ California on _____, approved Minute Item No. ____, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the State Lands Commission (“Commission”) and the Treasure Island Development Authority (“TIDA”), a California non-profit public benefit corporation, pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 (“Exchange Act”), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997; and

WHEREAS, TIDA has remised, released, and forever quitclaimed to State, acting by and through the Commission, all of its right, title, and interest in all those lands particularly described and depicted in Exhibits A-1 and A-2, attached hereto (the “Property”); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property, including any and all interest arising from the public trust for commerce, navigation, and fisheries (the “public trust”) and

WHEREAS the State, acting by and through the Executive Officer of the Commission pursuant to Minute Item No. _____, has accepted the quitclaim of TIDA for the Property, so that the State may convey the Property to TIDA, as sovereign lands subject to the public trust.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to TIDA, as trustee pursuant to the Exchange Act, all its right, title, and interest in the Property, subject to the public trust.

IN APPROVAL WHEREOF, I, _____, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ____ day of _____, two thousand ____.

GOVERNOR

Attest:

SECRETARY OF STATE

Countersigned:

EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED

244912.1

EXHIBIT J

Exhibit J
Form of TIDA Certificate of Acceptance for
Public Trust Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, as a trustee pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), is hereby accepted by the undersigned officer or agent on behalf of TIDA. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Exchange Act, and further by the authority of TIDA Board of Directors Resolution No. _____ dated _____, 2010. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

[Remainder of page intentionally left blank]

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Date:

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Date:

By _____

Name: _____

Deputy City Attorney

EXHIBIT 1 AND ACKNOWLEDGEMENT ATTACHED

EXHIBIT K

Exhibit K
Form of Commission's Certificate of Acceptance for
Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, a Quitclaim Deed dated _____, of which a true and correct copy is attached hereto as Exhibit 1, of all of TIDA's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County and County of San Francisco.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. _____ of its public meeting in _____ on _____ by its duly authorized undersigned officer.

STATE OF CALIFORNIA
CALIFORNIA STATE LANDS
COMMISSION

Dated: _____

By:
Executive Officer

EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED

244916.1

EXHIBIT L

Exhibit L
Form of Patent for Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in ___ California on _____, approved Minute Item No. ___, which authorized a title settlement and land exchange agreement between the the State of California (the "State"), acting by and through the State Lands Commission, and the Treasure Island Development Authority, a California non-profit public benefit corporation, pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997, and

WHEREAS, TIDA has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all of its right, title, and interest in all those lands described and depicted in Exhibit A, attached hereto (the "Property"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. _____, has accepted the quitclaim of TIDA for the Property.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency all its right, title, and interest in the Property, as described above. This Patent is intended to and does terminate in the Property the public trust for commerce, navigation, and fisheries ("public trust") in the Property.

The STATE LANDS COMMISSION has found and declared, *inter alia*, that the Property has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The Property is hereby forever freed from the public trust.

IN APPROVAL WHEREOF, I, _____, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this ____ day of _____, _____.

GOVERNOR

Attest:

SECRETARY OF STATE

Countersigned:

EXECUTIVE OFFICER
STATE LANDS COMMISSION

EXHIBIT A AND ACKNOWLEDGMENT TO BE ATTACHED

EXHIBIT M

Exhibit M
Form of TIDA Certificate of Acceptance for
Trust Termination Lands

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to government Code Section 27383

A.P.N. #s
S.L.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from the State of California, acting by and through the State Lands Commission, to the Treasure Island Development Authority, a California non-profit public benefit corporation, is hereby accepted by the undersigned officer or agent on behalf of the Treasure Island Development Authority. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009, and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997, and further by the authority of Resolution No. ____ of the Board of Directors of the Treasure Island Development Authority, dated ____, 2011. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached as Exhibit 1 hereto, by its duly authorized officer.

[Remainder of page intentionally left blank]

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Date:

By: _____

Name: _____

Its: _____

Approved as to form:

_____, City Attorney

Date:

By _____

Name: _____

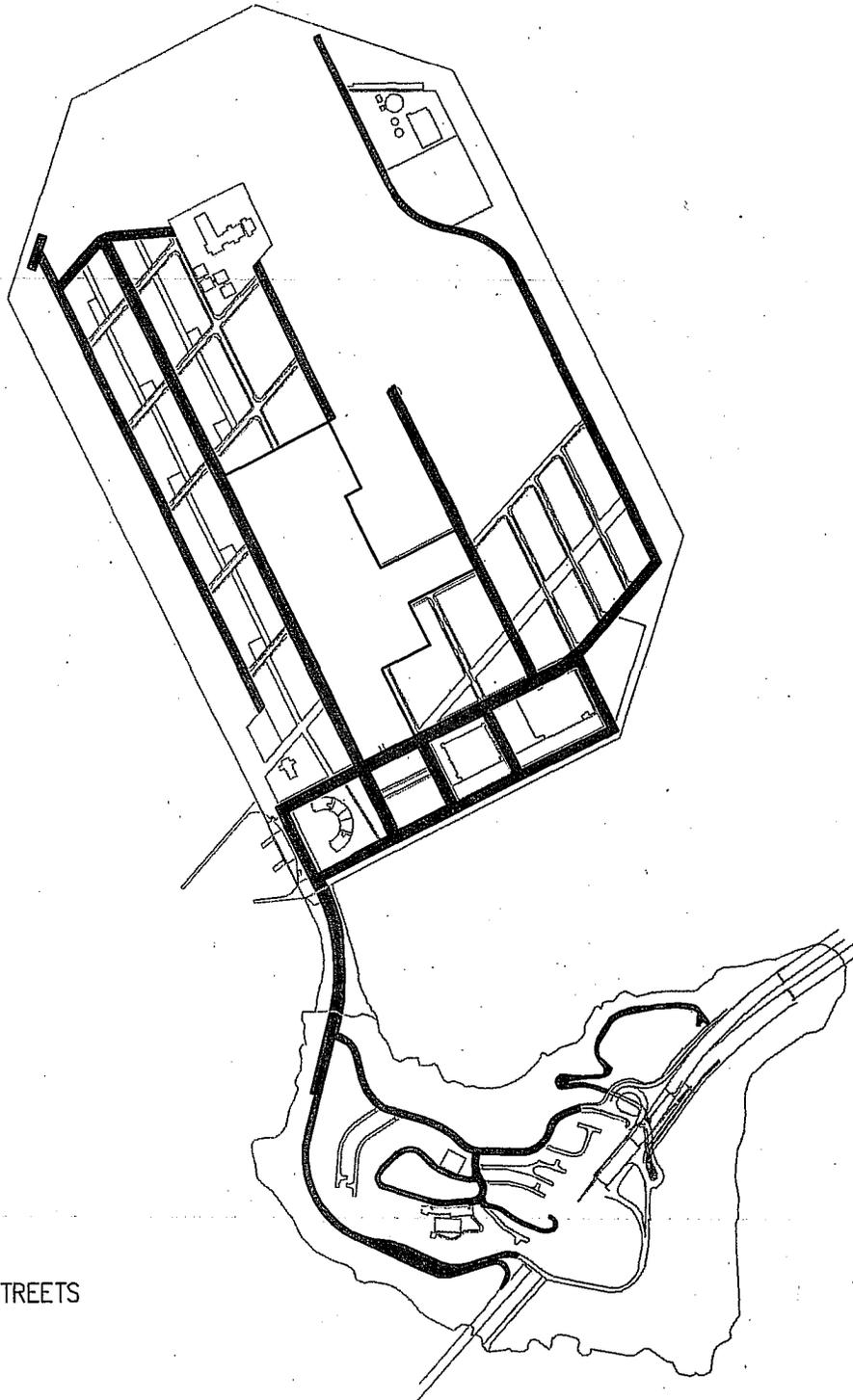
Deputy City Attorney

EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED

244920.1

EXHIBIT N

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



TRUST STREETS



0 1200

DRAWING NAME: K:\Eng\060077\DWG\Trust Exchange Agreement\Illustrative\Plata\Exhibit N.dwg
PLOT DATE: 05-16-12
PLOTTED BY: nava

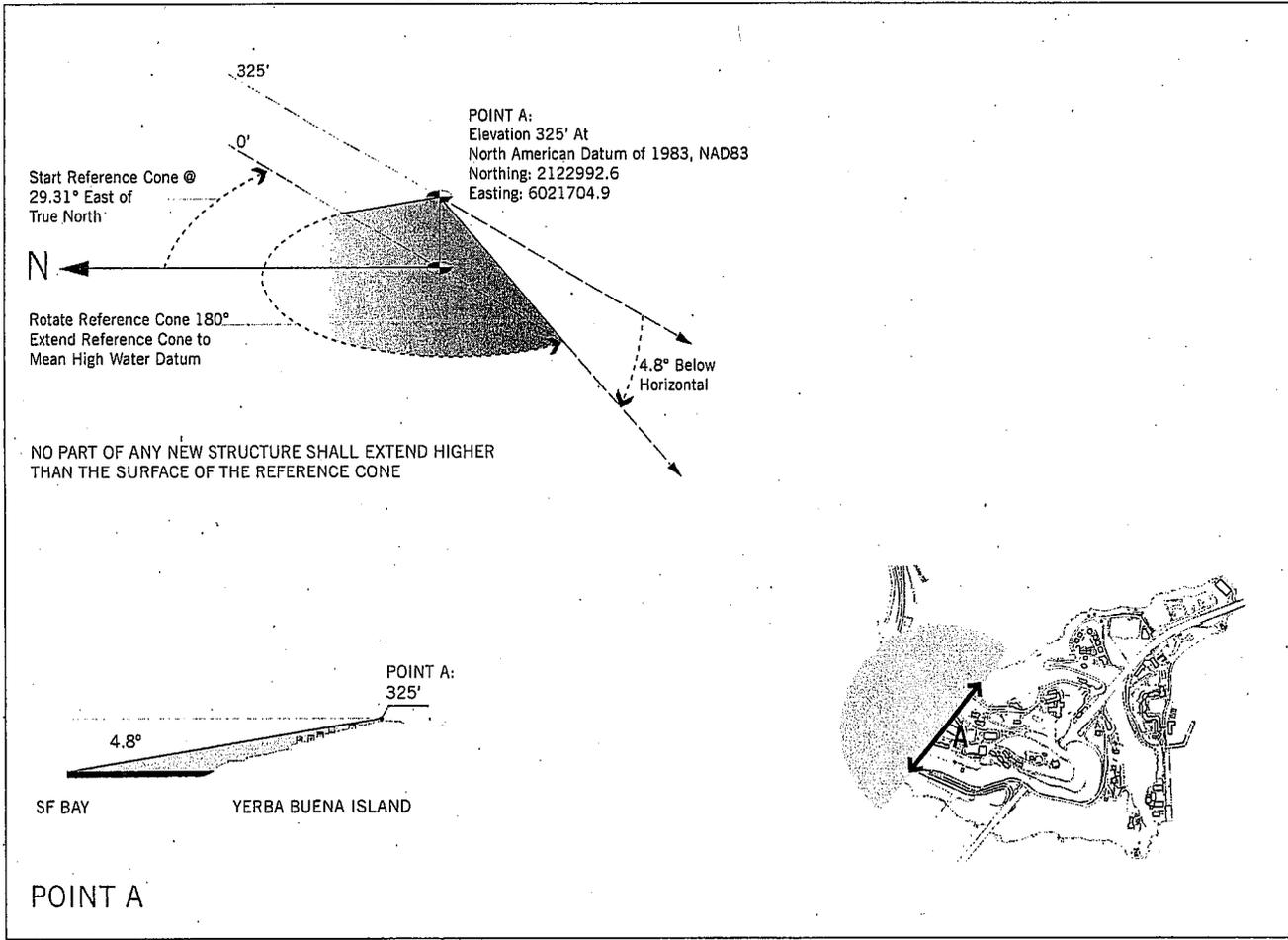


Subject EXHIBIT N - TRUST STREETS DIAGRAM

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

EXHIBIT O

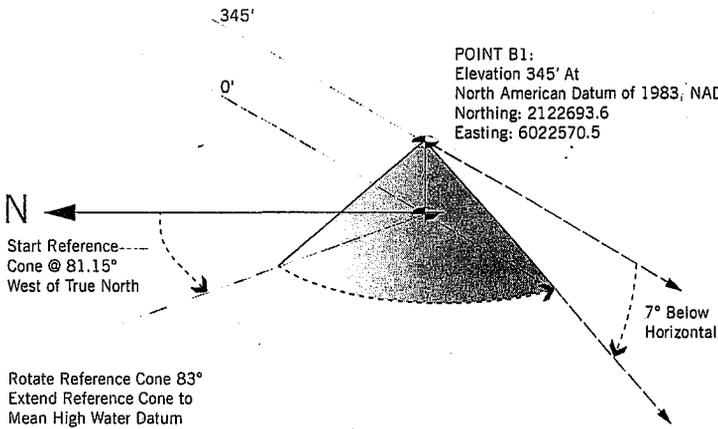


Treasure Island
Community
Development
Corporation

Trust Exchange Agreement for Treasure Island and Yerba Buena Island
EXHIBIT O : Building Height Limits
14 March 2012

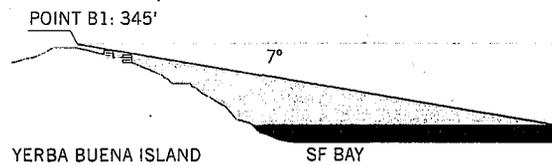
PERKINS
WILL

POINT B1:
 Elevation 345' At
 North American Datum of 1983, NAD83
 Northing: 2122693.6
 Easting: 6022570.5

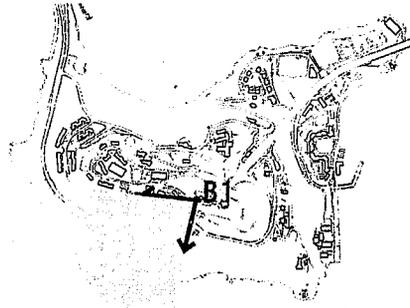


Rotate Reference Cone 83°
 Extend Reference Cone to
 Mean High Water Datum

NO PART OF ANY NEW STRUCTURE SHALL EXTEND HIGHER
 THAN THE SURFACE OF THE REFERENCE CONE



POINT B1



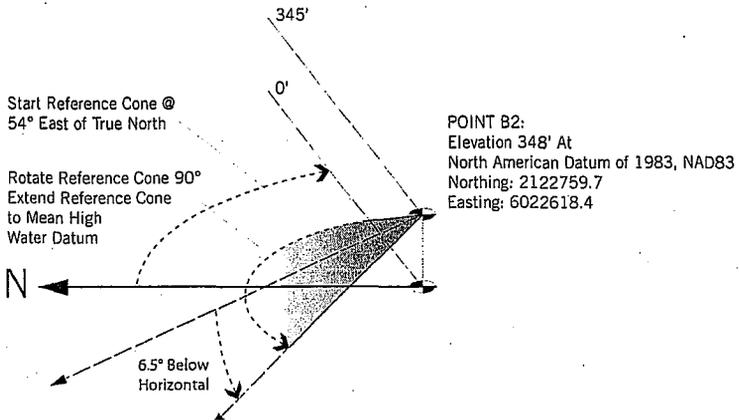
Treasure Island
 Community
 Development
 Corporation

Trust Exchange Agreement for Treasure Island and Yerba Buena Island

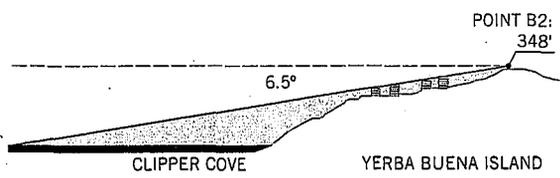
EXHIBIT O : Building Height Limits

14 March 2012

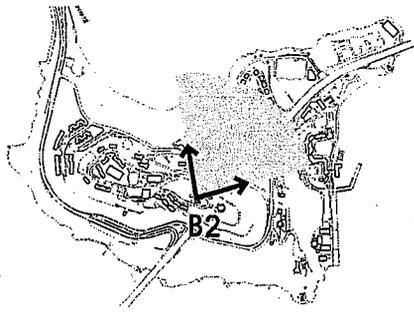
PERKINS
 WILL



NO PART OF ANY NEW STRUCTURE SHALL EXTEND HIGHER THAN THE SURFACE OF THE REFERENCE CONE



POINT B2



Treasure Island
Community
Development
Corporation

Trust Exchange Agreement for Treasure Island and Yerba Buena Island
EXHIBIT O : Building Height Limits
14 March 2012

PERKINS
+ WILL

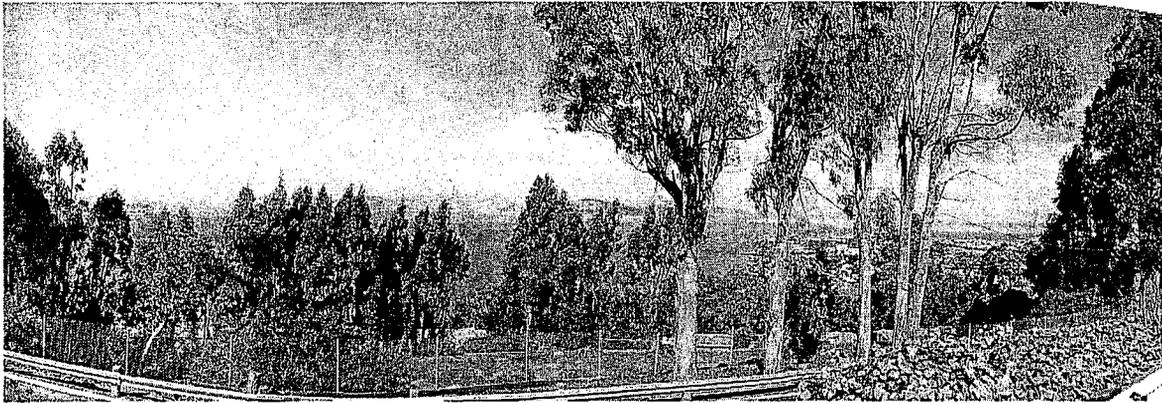
EXHIBIT P



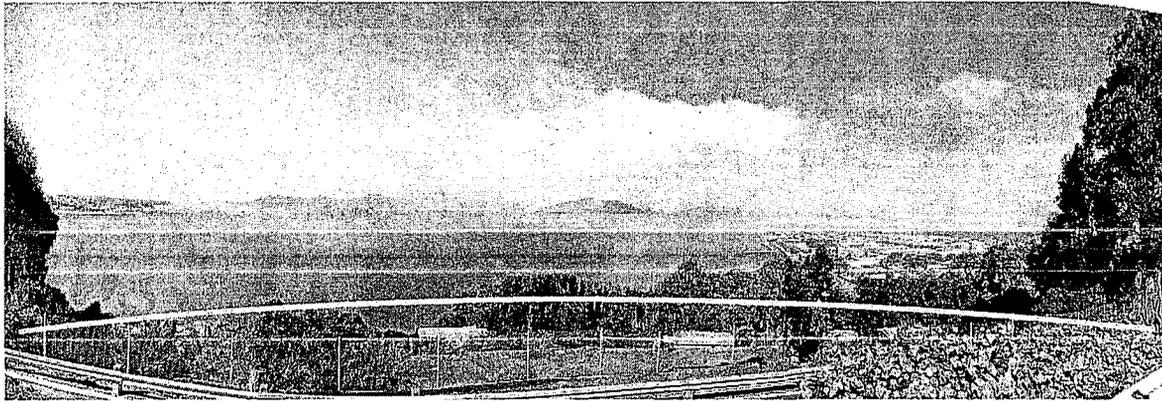
Yerba Buena Island - Interim Projects - View Locations

Exhibit P: Intial Projects - View Simulations

Trust Exchange Agreement for Treasure Island and Yerba Buena Island
DECEMBER 2011



BEFORE



AFTER

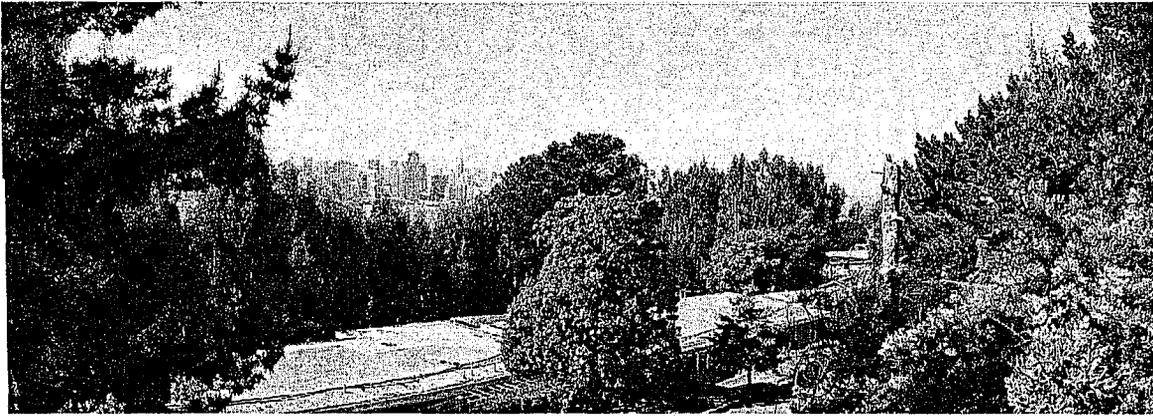
PROPOSED HEIGHT LIMIT FOR NEW
CONSTRUCTION @ 310'

Yerba Buena Island - VIEW LOCATION 1

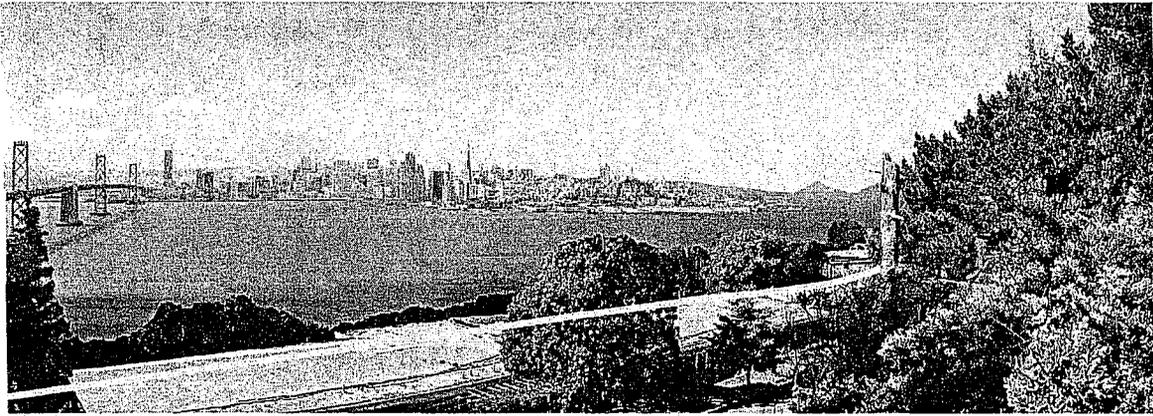
Exhibit P: Initial Projects - View Simulations
Trust Exchange Agreement for Treasure Island and Yerba Buena Island
DECEMBER 2011

CMG
CITY AND METROPOLITAN GROUP

BEFORE



AFTER



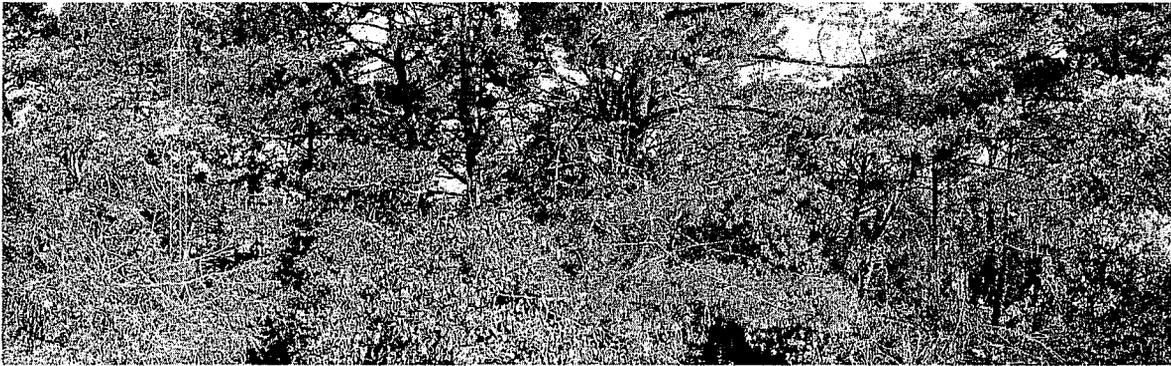
PROPOSED HEIGHT LIMIT FOR NEW
CONSTRUCTION @ 325'

Yerba Buena Island - VIEW LOCATION 2

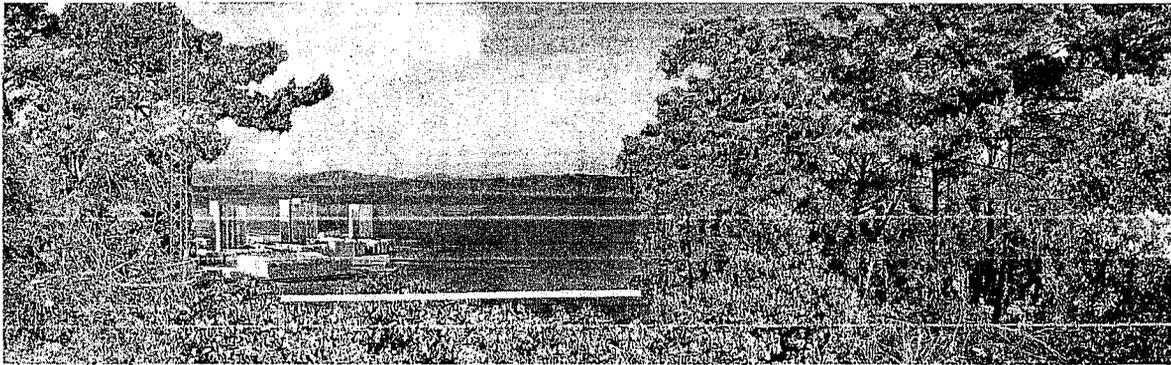
Exhibit P: Initial Projects - View Simulations
Trust Exchange Agreement for Treasure Island and Yerba Buena Island
DECEMBER 2011

CMG
CALIFORNIA MANAGEMENT GROUP

BEFORE



AFTER



PROPOSED HEIGHT LIMIT FOR NEW CONSTRUCTION @ 310'

Yerba Buena Island - VIEW LOCATION 3

CMG
CONSTRUCTION MANAGEMENT GROUP

Exhibit P: Initial Projects - View Simulations
Trust Exchange Agreement for Treasure Island and Yerba Buena Island
DECEMBER 2011

EXHIBIT Q

Exhibit Q

Land Title Survey Protocol

1. The survey of the TIDA Property required by Section 30(a) of this Agreement ("Survey") shall be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys ("Minimum Standards") in effect on the effective date of this Agreement. As allowed in the Minimum Standards, the location and depiction of improvements and significant physical features existing at the time of this Survey will be completed per Table A, Item 15, utilizing photogrammetric mapping techniques with the following clarifications:

- Dimensions to buildings farther than 50-feet away from the property lines will not be added.
 - Dimensions to the edge of buildings on TIDA and Job Corps Property that appear to be within 5-feet of the boundary lines will be based on field surveys. Dimensions to buildings more than 5 feet but less than 50 feet from the property line will be based on photogrammetric mapping.
 - Improvements within 5-feet of the boundary between TIDA property and Job Corps property scheduled to remain at completion of the Treasure Island Redevelopment project will be field surveyed.
 - Fences within 5-feet of the boundary between TIDA property and Caltrans property will be field surveyed.
 - Field surveys will be conducted on the ground by a qualified crew of one or more professional or technical survey staff utilizing GPS or terrestrial measurement methods.
 - Visual observations will be conducted by a licensed surveyor or technical staff by comparing the physical location of the items in the field to the photogrammetric map by observation only. No GPS or terrestrial measurement methods are required for visual observations.
2. The Survey shall include the following Table A items:

(4) Gross land area of each parcel of the survey

The square footage and acreage of each parcel will be shown on the ALTA

(8) Substantial features observed in the process of conducting the survey

The substantial features will be shown based on photogrammetric mapping techniques or aerial photography. The substantial features will be verified by visual observation in the field. Substantial features missing on the photogrammetric mapping will be located by visual observation or field survey, as necessary to meet other requirements expressed herein, and added to the drawing. The substantial features scheduled to remain following the complete

implementation of the Development Plan (as defined in Recital P of this Agreement) that appear upon visual observation to be within 5 feet of the boundary of any TIDA property will be verified by a field survey. Features that are on Caltrans property as shown by photogrammetric mapping techniques or aerial photography, are associated with roadways, bridges or retaining walls, and do not encroach on any part of the Public Trust Lands are not subject to the requirement of verification by field survey.

(11b) Location of utilities based upon observed evidence together with evidence from plans obtained from utility companies and other sources, including but not limited to the U.S. Department of Defense

The existing utilities will be shown based on photogrammetric techniques combined with the record utility maps provided by the Navy and other sources as available. The mapped location of all utilities will be checked by visual observation in the field and any discrepancies larger than reasonably expected positional errors will be corrected on the Survey. The location of utilities scheduled to remain following the complete implementation of the Development Plan (as defined in Recital P of this Agreement) that appear to be within 5-feet of the boundary lines will be verified by field survey methods.

3. The record drawing required at each Closing Phase by Section 30(b) of this Agreement ("Record Drawing") shall be made to scale and shall show the Survey together with the proposed boundaries of the subject Closing Phase. The following additional items will be included in each Record :

- Any new improvements or demolition activity undertaken since the issuance of the Land Title Survey (per Section 1 of this Exhibit) within the area to be conveyed in the subject Closing Phase, The location of all such improvements and demolition shall be based on project construction drawings and verified by visual observation, except as provided below.
- The square footage and acreage of each parcel of the subject Closing Phase.
- The substantial features scheduled to remain following the complete implementation of the Development Plan (as defined in Recital P of this Agreement) that appear to be within 5-feet of the proposed boundary of the subject Closing Phase. Such features shall be located by field survey.
- Utilities scheduled to remain following the complete implementation of the Development Plan (as defined in Recital P of this Agreement) that appear to be within 5-feet of the proposed boundary of the subject Closing Phase, Such utilities shall be located by field survey.

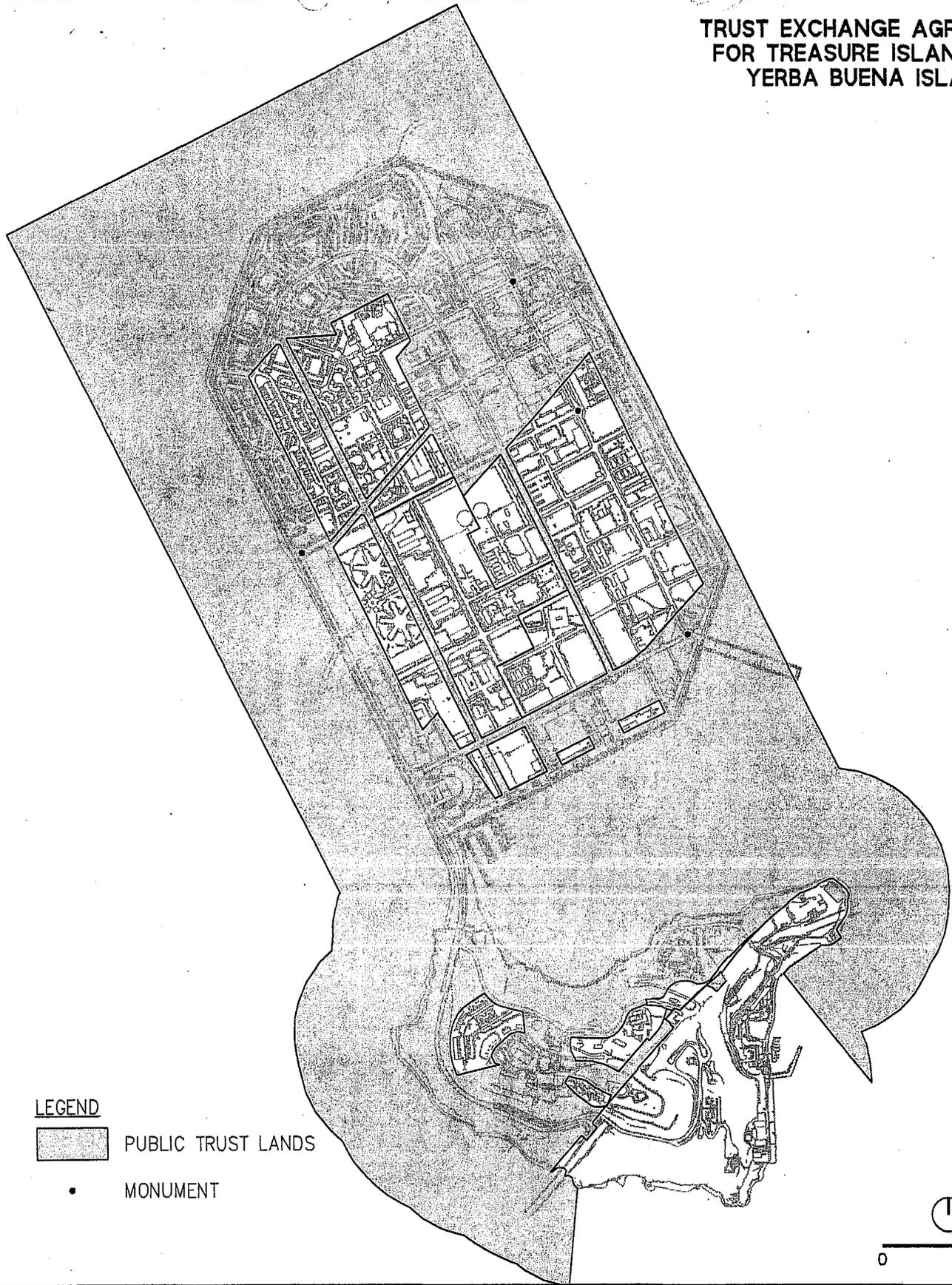
For any temporary construction use of any part of the Public Trust Lands within the subject Closing Phase, including, but not limited to, storage of new construction materials, spoil piles or other demolition waste, storage of equipment and parking, a notation indicating the permit,

easement, license, or other authority for such use, the effective date of such authority, and the expected date of the end of such use.

273176.3

EXHIBIT R

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND



PUBLIC TRUST LANDS



MONUMENT



0 1200

Subject EXHIBIT R - INITIAL MONUMENTS

Job No. 20060077-10

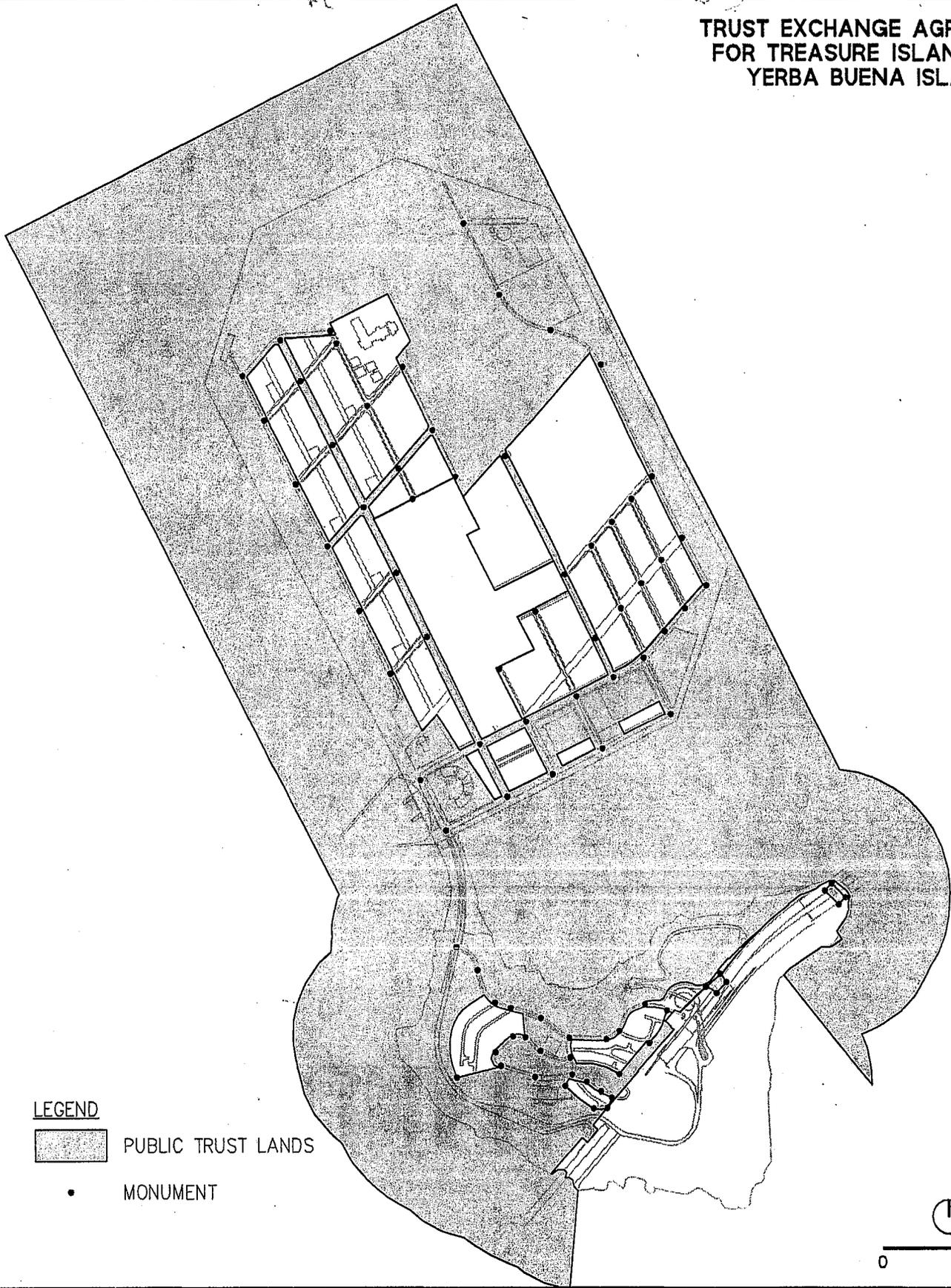
By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1



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 PLOTTED BY: rnavg 05-16-12

EXHIBIT S

TRUST EXCHANGE AGREEMENT
FOR TREASURE ISLAND AND
YERBA BUENA ISLAND



LEGEND

-  PUBLIC TRUST LANDS
-  MONUMENT



0 1200

Subject EXHIBIT S - ROW MONUMENTS

Job No. 20060077-10

By LKY Date 5/16/12 Chkd. TMA Sheet 1 of 1

