

AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of April 8, 2026

Subject: Resolution Authorizing the Treasure Island Director to Enter into a License Amendment with YBI Phase 3 Investors, LLC for Use of Private Forest Road on YBI for the Temporary Detour Traffic Circulation During the Construction of Treasure Island Roadway Improvement Project (*Consent Item*)

Contact: Wei Zhang, Infrastructure Manager

Review: Jamie Querubin, Acting Director

BACKGROUND

On February 11, 2023, TIDA Board passed Resolution 23-11-0208 authorizing TIDA Director to enter into a license agreement (“**Original License**”) with YBI Phase 3 Investors, LLC (“**YBIP3**”) for use of the portion of Forest Road that is not accepted by the City and is private on YBI for temporary traffic detour (“**Forest Road Detour**”) during the construction of Westside Bridges Project (“**WSB**”). TIDA executed the license agreement in July 2023, and temporary traffic detour on Forest Road Detour started in August that following month when San Francisco County Transportation Agency (“**SFCTA**”) closed Treasure Island Road to public traffic and commenced the construction of WSB. The license agreement expires on July 14, 2027.

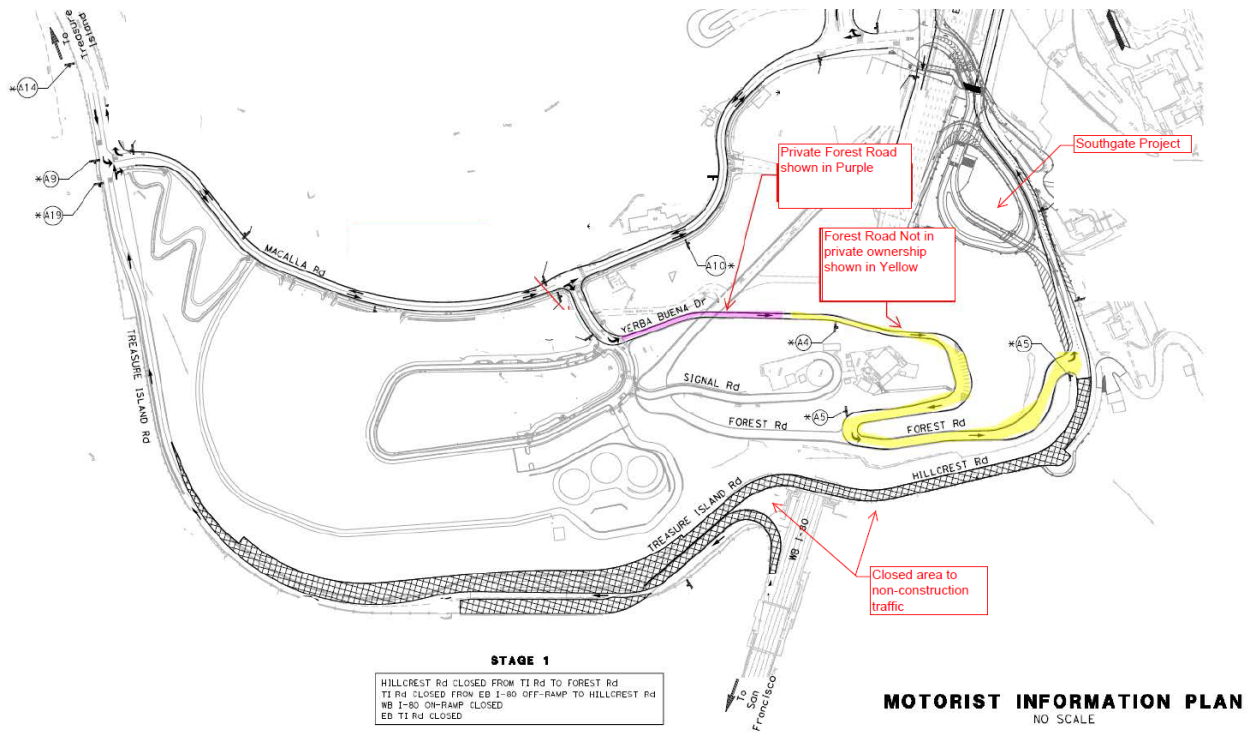
On October 12, 2025, TIDA Board passed Resolution 25-18-1008 authorizing TIDA Director to enter into a construction and funding memorandum of agreement with SFCTA (“**MOA**”) for the Treasure Island Roadway Improvement Project (“**TIRI**” or “**Project**”). Subsequently, TIDA executed the MOA with SFCTA in December of 2025. The Project will widen Treasure Island Road segment from the northern limit of the Westside Bridge Project to the intersection of Macalla Road and Treasure Island Road and incorporate a mixed-use multipath and a dedicated transit lane, among other utility and roadway improvements.

The SFCTA is finalizing a permit from the City’s Public Works for the Project. SFCTA anticipates soliciting a general contractor to construct the Project in accordance with the permit plans in April = 2026. SFCTA anticipates commencing construction in July 2026 and achieving significant construction completion by December of 2027.

DISCUSSION

Construction of the TIRI Project will require Treasure Island Road to remain closed to public traffic and the Forest Road Detour to remain in place until the Project’s significant completion anticipated to be around December 2027. The extended schedule requires an extension of the

Original License term. Staff from TIDA and SFCTA have been coordinating with YBIP3 on construction of the Project with the future development of vertical parcels in the private parcel (“4Y Townhomes”) as well as traffic on the Forest Road Detour.



YBIP3 understands the need to extend the Original License term but has expressed concerns if the construction of the 4Y Townhome proceeds under the extended license period. If construction for the 4Y Townhome proceeds after January 1, 2027, YBIP3 will use reasonable commercial means to keep a lane open to detour traffic and will meet and confer with TIDA and SFCTA if there are significant difficulties to keep a lane open to detour traffic to determine what commercially reasonable measures can be undertaken, if any and by either party, to allow the construction of the Project to proceed concurrently with the 4Y Townhome construction. The parties will negotiate in good faith to seek solutions that will enable both construction efforts to proceed.

BUDGET AND COST CONSIDERATION

YBIP3 has requested certain traffic control improvements on Forest Road to keep the current Forest Road Detour and traffic flow as intended. SFCTA has gone ahead and completed 50% of the improvements and will complete the rest of the improvements before the summer 2026.

If after January 1, 2027, YBIP3 is unable to maintain an open lane to detour traffic even though it is using commercially reasonable efforts during construction of the 4Y Townhomes, TIDA may need to provide funds to maintain an open lane to detour traffic. Based on feedback from SFCTA's and YBIP3's construction management where they compared various cost scenarios where 4Y Townhome construction uses the full width of Forest Road vs with keeping one lane open to detour traffic, their most conservative estimate to keep a lane open for detour traffic beyond using YBIP3's use of commercially reasonable efforts was \$150,000. TIDA staff anticipates that a portion of the already approved Infill and Infrastructure Grant funding would cover such cost.

RECOMMENDATION

TIDA staff recommends the Authority Board authorize the Treasure Island Director to enter into an amendment of the Original License as described in this staff report.

EXHIBITS

- A. First Amendment to Agreement Temporary Access License (Forest Road)

**FIRST AMENDMENT TO AGREEMENT
TEMPORARY ACCESS LICENSE (Forest Road)**

This First Amendment to the Agreement (Temporary Access License - Forest Road) made by and between **YBI Phase 3 Investors, LLC** a Delaware limited liability company (“**Licensor**”) and the Treasure Island Development Authority, a California nonprofit public benefit corporation (“**TIDA**” or “**Licensee**”), and dated for reference purposes as of July 13, 2023 (the “**Original Agreement**”), is dated as of [_____], 2026. The Original Agreement, as amended by this First Amendment, is defined collectively as the “**Agreement**.” All defined terms in this First Amendment have the meaning set forth in the Original Agreement unless otherwise defined herein. This First Amendment is made with reference to the following facts:

RECITALS

- A. The purpose of the Original Agreement was to provide access to the privately-owned Forest Road to serve as temporary traffic circulation until the completion of certain Roadway Projects being undertaken by the San Francisco County Transportation Authority on Yerba Buena Island.
- B. Since the date of the Original Agreement, the scope of the Roadway Projects has increased to include, among other things, the Treasure Island Roadway Improvement Project that the San Francisco County Transportation Authority is also undertaking (as amended, the “**Roadway Projects**”). The change in scope has increased the expected duration of the Roadway Projects as contemplated in the Original Agreement.
- C. The parties have mutually agreed that due to the amended scope of the Roadway Projects, it is in the best interest of both parties to delay certain other work to be undertaken by Treasure Island Series 1, LLC to make intersection changes and convert Macalla Road into one-way operations, as required by Public Works Order No. 208263 (the “**YBI Deferred Improvements**”). The YBI Deferred Improvements are further described in the YBI Public Improvement Agreement, as amended, (Document No. 2018K602991 and Document No. 2023046187).
- D. Licensee has requested Licensor extend the term of the Original Agreement to accommodate the amended scope of the Roadway Projects as well as the YBI Deferred Improvements.
- E. Since the date of the Original Agreement, Licensor has completed construction of thirty-one (31) units on and further subdivided the Property; Licensor has plans to construct an additional twenty-two (22) townhomes on the Property but has not yet commenced that construction.
- F. Subject to the terms set forth herein, Licensor desires to extend the License set forth in this Agreement to accommodate construction of the Roadway Projects, the YBI Deferred Improvements, and facilitate temporary circulation on Yerba Buena Island via Forest Road.

AGREEMENT

1. **Amended Term.** Section 5 of the Original Agreement is hereby replaced with the following language:

Term of the License. The License took effect on the date of the Original Agreement, July 13, 2023 (the “**Effective Date**”) and shall terminate on the earlier of (i) the date upon which the Roadway Projects are complete or (ii) December 31, 2027. The Term may be extended by six (6) months upon a mutual written agreement of Licensor and the Licensee, each in their respective sole and absolute discretion.

2. **Limitation on Use; Reasonable Cooperation; Safety Controls.** Section 3 of the Original Agreement is hereby replaced with the following language:

- a. Licensee Parties may use the License Area for the purposes described in Section 2, and for no other purposes. Licensee acknowledges that the License Area has been designed as, and will be used for, resident access to garages on the Property and for other purposes for the benefit of Property residents and the HOA.
- b. Licensee will cooperate with Licensor or the HOA as reasonably necessary to accommodate Licensor’s ongoing construction on the Property and to use commercially reasonable efforts to minimize disruption of Property residents, including, but not limited to, disruption caused by blockage of the driveways, traffic queuing, and truck idling. Licensee agrees that Licensor and its contractors and subcontractors may place construction fencing, k-rail, and other construction and access control devices within the License Area to accommodate Licensor’s ongoing and/or future construction (“Licensor Construction Controls”). Licensor will use commercially reasonable efforts to ensure that Licensor Construction Controls are configured to provide Licensee with at least one lane for vehicular traffic within the License Area; provided, however, that (i) at all times prior to December 31, 2026, Licensor Construction Controls shall be configured with at least one lane for vehicular traffic within the License Area and (ii), from and after January 1, 2027, in the event Licensor cannot accommodate at least one lane of vehicular traffic in a commercially reasonable manner, Licensor will meet and confer with Licensee to determine what commercially reasonable measures can be undertaken, if any and by either party, to allow Licensee’s construction to proceed concurrently with Licensor’s. Licensor and Licensee agree to negotiate in good faith to seek solutions that will enable both construction efforts to proceed.
- c. Licensee shall be responsible for installing, operating, maintaining and repairing detour signage, street striping and temporary street lighting on the License Area as deemed necessary by Licensee to facilitate safe pedestrian and vehicular access during the Term (“**Temporary Safety Controls**”). Licensee will remove the Temporary Safety Controls upon the termination of this Agreement.

- d. Licensee shall be responsible for (i) removing temporary fence and adding additional concrete k-rail in the area depicted on ***Exhibit A-1*** to this First Amendment, and (ii) designing, procuring, and installing SFFD-approved collapsible bollards within the fire truck turn around in a manner general consistent with the conceptual design shown on ***Exhibit A-2*** to this First Amendment (“**Permanent Safety Controls**”).

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

4. Authority to Execute. Each person executing this First Amendment represents that he or she is authorized and empowered to do so on behalf of the party it represents.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Agreement (Temporary Access License - Forest Road) as of the ____ day of _____, 2026.

LICENSOR:

YBI PHASE 3 INVESTORS, LLC
a California limited liability company

By: _____
Print Name: _____
Print Title: _____

TIDA:

TREASURE ISLAND DEVELOPMENT
AUTHORITY, a California nonprofit public benefit
corporation

By: _____
Jamie Querubin
Acting Treasure Island Director

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: _____

Grace Park
Deputy City Attorney, as counsel to TIDA

Exhibit A-1

Area for Temporary Fence / Additional Concrete K-Rail

[See attached diagram]

Exhibit A-2

Conceptual Design for Collapsible Bollards

[See attached diagram]

1 [Forest Road License Amendment]

2 **Resolution Authorizing the Treasure Island Director to Enter into a License**
3 **Amendment with YBI Phase 3 Investors, LLC, to Extend the License Term for the**
4 **Use of Private Forest Road for Temporary Detour Traffic Circulation During the**
5 **Construction of the Yerba Buena Island Treasure Island Roadway Improvement**
6 **Project.**

7 WHEREAS, The San Francisco County Transportation Authority (“SFCTA”) has
8 been designated as the Congestion Management Agency (“CMA”) for the City and
9 County of San Francisco (the “City”) under State law; and

10 WHEREAS, on February 11, 2023, TIDA Board passed Resolution 23-11-0208
11 authorizing TIDA Director to enter into a license agreement (“Original License”) with YBI
12 Phase 3 Investors, LLC (“YBIP3”), for use of private Forest Road for temporary traffic
13 detour (“Forest Road Detour”) during the construction of Westside Bridges Project, and
14 TIDA executed the Original License with YBI Phase 3 Investors, LLC, on July 2023,
15 which is set to expire July 14, 2027, and a copy of which is filed with the TIDA Board
16 secretary; and

17 WHEREAS, traffic to East Bay use the Forest Road Detour to get on the ramp to
18 Bay Bridge on Hillcrest Road while Treasure Island Road is closed to public traffic; and

19 WHEREAS, since 2025, TIDA and SFCTA (“Parties”) have been collaborating on
20 strategies to, among other things, widen the segment of Treasure Island Road and
21 incorporate a multiuse pathway and a dedicated transit lane and construct other utilities
22 and roadway improvements, from north of the limits of the Westside Bridges Project to
23 the south of the intersection with Macalla Road, referred to as the Treasure Island
24 Roadway Improvement (“TIRI”) Project; and

25 WHEREAS, On October 12, 2025, TIDA Board passed Resolution 25-18-1008
authorizing TIDA Director to enter into a construction and funding memorandum of

1 agreement (“MOA”) with SFCTA for the TIRI project, and TIDA subsequently executed
2 the TIRI MOA with SFCTA in December 2025; and

3 WHEREAS, SFCTA is securing a permit from the City’s Public Works for TIRI
4 Project, working to solicit a general contractor in April 2026, and anticipating
5 construction start in July 2026 and completion by December of 2027; and

6 WHEREAS, constructing the TIRI project will require continued closure of
7 Treasure Island Road to the public and continued use of the Forest Road Detour to the
8 Project’s completion, or December of 2027; and

9 WHEREAS, YBIP3 is amendable to amending the Original License to
10 accommodate TIRI Project construction by extending the term to December 2027 along
11 with the addition of certain terms and conditions substantially in the form attached as an
12 exhibit to the staff report (the “License Amendment”); now, therefore, be it

13 RESOLVED, TIDA Board of Directors hereby authorizes the Treasure Island
14 Director to enter into the License Amendment; and be it

15 FURTHER RESOLVED, That the Board of Directors hereby authorizes the
16 Treasure Island Director or his designee to enter into any additions, amendments or
17 other modifications to the License Amendment that the Treasure Island Director
18 determines in consultation with the City Attorney are in the best interests of TIDA, that
19 do not materially increase the obligations or liabilities of TIDA, that do not materially
20 reduce the rights of TIDA, and are necessary or advisable to complete the TIRI Project
21 or the West Side Bridges Project, such determination to be conclusively evidenced by
22 the execution and delivery by the Treasure Island Director or his designee of the
23 documents and any amendments thereto.

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CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 8, 2026.

Jeanette Howard, Secretary