



Edwin M. Lee, Mayor
Mohammed Nuru, Director



Jerry Sanguinetti, Bureau Manager

STREET ENCROACHMENT AGREEMENT

WITNESSETH

In consideration of the City and County of San Francisco Board of Supervisors' adoption of Resolution No. _____ (the "Permit") at its meeting of _____, 2013, a true copy of which is attached hereto as Exhibit A and incorporated herein by reference, and subject to all the terms, conditions and restrictions of this Street Encroachment Agreement ("Agreement"), the San Francisco Municipal Transportation Agency (referred to herein as SFMTA or "Permittee") agrees as follows:

1. The Permit for the herein described encroachment shall constitute a revocable license, shall be personal to Permittee and shall not be assignable or transferable, whether separate from or together with any interest of Permittee.

Upon revocation of such Permit, the undersigned Permittee will within 30 days remove or cause to be removed the encroachment and all materials used in connection with its construction, without expense to the Department of Public Works and shall restore the area to a condition satisfactory to the Department of Public Works.

2. The occupancy, construction, and maintenance of the encroachment shall be in the location and as specified by the plans submitted, revised, approved and filed in the Department of Public Works and attached hereto as Exhibit B and incorporated herein by reference. The Permittee, by acceptance of this Permit, acknowledges its responsibility to comply with all requirements of the occupancy, construction, and maintenance of the encroachment as specified in Public Works Code Section 786.

3. The Permittee shall verify the locations of City and public service utility company facilities that may be affected by the work authorized by this Agreement and the Permit and shall assume all responsibility for any damage to such facilities due to the work. The Permittee shall make satisfactory arrangements for any necessary temporary or permanent relocation of City and public utility company facilities; however, as a City entity, Permittee, only is responsible for payments related to any relocation of City facilities.

4. In consideration of this Agreement and the Permit being issued for the work described in the application, Permittee on its behalf promises and agrees to perform all the terms of this Agreement and the Permit and to comply with all applicable laws, ordinances, and regulations.



5. The Permittee shall obtain any required building permit at the Department of Building Inspection, 1660 Mission Street for the construction or alteration of any building pursuant to this Agreement. The Permittee or its contractor shall obtain approval of any and all units by the California Department of Housing and Community Development.

6. Prior to undertaking the work permitted herein, the Permittee shall arrange for an inspection of the permitted encroachments by the Department of Public Works' Bureau of Street-Use & Mapping (BSM). The Permittee also shall contact the Department's BSM at (415) 554-7149 for a final inspection of the restrooms to ensure conformance with City Standards and Specifications.

7. The Permittee's right to use the public rights-of-way, as set forth in this Agreement and the Permit, is appurtenant to the properties occupied by the sidewalks that are located near the terminus of existing Muni lines, including the following 2 specific locations: (1) On 25th Street, east of Potrero Avenue (1298 Potrero Avenue); and (2) On Ortega Street, west of 48th Avenue (4101 Ortega Street);.

8. Should the Department of Public Works consider any disposition of the affected public right-of-way described in Section 7, the Department of Public Works shall be responsible for providing the SFMTA with reasonable advance notice prior to any action being taken on such property and shall not transfer any title to such property without the SFMTA's prior written approval.

9. The SFMTA shall be responsible for the maintenance of the restrooms located on the public right-of-way, as well as the surrounding sidewalk right-of-way to the nearest score line adjacent to the restroom, as described in Section 7. The Department of Public Works shall be responsible for the maintenance of the public right-of-way surrounding the restrooms, except to the extent maintenance is required as a result of the construction, use, or maintenance of the restrooms, and except for the maintenance of the public sidewalk rights-of-way where Section 706 of the Public Works Code takes precedence.

10. All of the provisions of this Agreement shall be deemed provisions of said Permit. All of the provisions of said Permit shall be deemed provisions of this Agreement.

In witness whereof the undersigned Permittee has executed this Agreement this _____ day of _____, 2013.

Edward D. Reiskin, Director of Transportation

Mohammed Nuru, Director of Public Works