

1 [Encroachment Permit Fiber Optic lines along Spear Street for The Gap.]  
 2 **Resolution granting revocable permission to The Gap to occupy a portion of the public**  
 3 **right-of-way to construct, install and maintain new conduits, manholes and fiber optic**  
 4 **lines on Spear Street to interconnect buildings at #2 Folsom Street (Block 3741, Lot**  
 5 **035), 345 Spear Street (Block 3744, Lot 003) and #1 Harrison Street (Block 3769, Lot**  
 6 **002A); assessing an annual rental cost for said the encroachment; and making findings**  
 7 **of consistency with the General Plan and priority policies of Planning Code Section**  
 8 **101.1.**

9 WHEREAS, Pursuant to Public Works Code Section 786, permission was requested by  
 10 The Gap to occupy a portion of the public right-of-way to construct, install and maintain new  
 11 conduits, manholes, and fiber optic lines on Spear Street to interconnect buildings at #2  
 12 Folsom Street (Block 3741, Lot 035), 345 Spear Street (Block 3744, Lot 003) and #1 Harrison  
 13 Street (Block 3769, Lot 002A) as shown on the plans, a copy of which is on file in the office of  
 14 the Clerk of the Board of Supervisors in File No. \_\_\_\_\_; and

15 WHEREAS, The Department of City Planning, by letter dated November 8, 2003,  
 16 declared that the proposed encroachments are in conformity with the General Plan and with  
 17 the priority policies of Planning Code Section 101.1. A copy of said letter is on file with the  
 18 Clerk of the Board of Supervisors in File No. \_\_\_\_\_, and is  
 19 incorporated herein by reference; and

20 WHEREAS, The permit and associated encroachment agreement, which are  
 21 incorporated herein by reference and attached hereto as Exhibit A, shall not become effective  
 22 until:

23 (a) The Permittee executes and acknowledges the permit and delivers said permit to  
 24 the City's Controller, and

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1 (b) Permittee delivers to the City Controller a policy of insurance provided for in said  
2 agreement and the Controller shall have had approved the same as complying with the  
3 requirement of said agreement. The Controller may, in his discretion, accept, in lieu of said  
4 insurance policy, the certificate of an insurance company certifying to the existence of such a  
5 policy; and,

6 (c) The City Controller records the permit and associated agreement in the office of the  
7 County Recorder; and

8 WHEREAS, The Permittee, in accordance with Government Code Section 4216.1,  
9 shall become a member of, participate in, and share in the cost of Underground Service Alert-  
10 Northern California (U.S.A.) regional notification center; and

11 WHEREAS, The rights granted herein do not constitute a cable TV franchise and do  
12 not authorize transmission of video programming over City right-of-way or any other signals  
13 that would constitute Cable TV service (but does permit intra-company video security  
14 surveillance service and intra-company video-teleconferencing services); and

15 WHEREAS, The Permittee, at the Permittee's sole expense and as is necessary as a  
16 result of this permit, shall make the following arrangements:

17 (a) To provide for the protection of facilities belonging to the Department of Public  
18 Works, San Francisco Water Department, the San Francisco Fire Department and other City  
19 Departments, and public utility companies during construction work related to the permit; (b)  
20 To remove, modify, or relocate such facilities if necessitated by constructed work related to  
21 the permit; and

22 (c) To locate the permitted facilities in such a manner as to provide access to such  
23 existing facilities for the purpose of constructing, reconstructing, maintaining, operating, or  
24 repairing such facilities; and

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1           WHEREAS, The Permittee shall procure the necessary permits from the Central Permit  
2 Bureau, Department of Building Inspection and/or Bureau of Street-Use and Mapping,  
3 Department of Public Works, and pay the necessary permit fees and inspection fees before  
4 starting work; and

5           WHEREAS, an annual rental of \$6,000 for the use of said street area is established;  
6 and

7           WHEREAS, No structure shall be erected or constructed within said street right-of-way  
8 except as specifically permitted herein; and,

9           WHEREAS, The Permittee shall assume all costs for the maintenance and repair of the  
10 encroachments and no cost or obligation of any kind shall accrue to the City and County of  
11 San Francisco by reason of this permission granted;

12           WHEREAS, The Permittee may elect, upon thirty (30) days notice, to terminate this  
13 agreement and any on-going obligation to pay annual rental shall thereafter cease; provided,  
14 however, that Permittee shall pay the pro rata daily rental cost for that portion of the year that  
15 the encroachment permit was active and restore the area affected by Permittee's work to City  
16 Standards or to a level acceptable to the Department of Public Works, which may include  
17 removal of said encroachment and restoration of the affected right-of-way; now, therefore be it

18           RESOLVED, That pursuant to Public Works Code Section 786, the Board of  
19 Supervisors hereby grants permission, revocable at the will of the Board of Supervisors, to  
20 The Gap to occupy a portion of the public right-of-way to construct, install and maintain new  
21 conduits, manholes, and fiber optic lines on Spear Street to interconnect buildings at #2  
22 Folsom Street (Block 3741, Lot 035), 345 Spear Street (Block 3744, Lot 003) and #1 Harrison  
23 Street (Block 3769, Lot 002A).; and, be it

24           FURTHER RESOLVED, That the Board hereby establishes an annual rental cost in the  
25 amount of \$6,000 for the use of said street area; and, be it

1           FURTHER RESOLVED, That this Board adopts the findings of the Planning  
2 Department which determined that said permit is consistent with the General Plan and priority  
3 policies of Planning Code Section 101.1.

4 RECOMMENDED:

APPROVED:

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8 Robert P. Beck

Edwin M. Lee

9 Deputy Director for Engineering

Director of Public Works

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