

File No. 250802

Committee Item No. 9

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: Sept. 29, 2025

Board of Supervisors Meeting:

Date: _____

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Prepared by: John Carroll

Date: Sept. 26, 2025

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Public Works and Administrative Codes - Encroachment Permit for the 530 Sansome Mixed-
2 Use Tower and Fire Station 13 Development Project and Public Infrastructure Acceptance]

3 **Ordinance approving a major encroachment permit for EQX Jackson SQ Holdco LLC to**
4 **occupy portions of Merchant Street between Sansome and Battery Streets adjacent**
5 **to 425 Washington Street, 439-445 Washington Street, and 530 Sansome Street**
6 **(Assessor's Parcel Block No. 0206, Lot Nos. 013, 014, and 017) for the purpose of**
7 **installing and maintaining decorative roadway and sidewalk paving, tabletop**
8 **crosswalks, overhead string lighting, various pedestrian- and bike-oriented**
9 **improvements, other non-standard infrastructure, and new street trees; waiving certain**
10 **requirements under Public Works Code, Sections 724.7 (construction occupancy**
11 **fee), 786.3 (final review of City departments prior to Public Works hearing), and 806**
12 **(street tree removal notice and appeal and replacement at or exceeding requirements),**
13 **and Administrative Code, Section 1.51 (acceptance of public infrastructure), in**
14 **connection with Permittee's implementation of the encroachment permit and project**
15 **development; delegating to the Public Works Director the authority to accept an**
16 **irrevocable offer for the public infrastructure in Merchant Street, dedicate such**
17 **infrastructure to public use, designate it for street and roadway purposes, and accept it**
18 **for City maintenance and liability purposes, subject to specified limitations; adopting**
19 **findings under the California Environmental Quality Act; making findings of**
20 **consistency with the General Plan, and the eight priority policies of Planning Code,**
21 **Section 101.1; accepting a Public Works Order that recommends the major**
22 **encroachment and delegation to the Public Works Director of the acceptance and**
23 **related actions for the public improvements; and authorizing official acts, as defined, in**
24 **connection with this Ordinance.**

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NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Project Background; Planning and Environmental Findings.

(a) Pursuant to Public Works Code Sections 786 et seq., EQX Jackson SQ Holdco LLC, a Delaware limited liability company (“Permittee” or “Project Sponsor”), requested a major encroachment permit to occupy an approximately 9,580 square foot portion of the Merchant Street public right-of-way to install and maintain: (1) decorative roadway and sidewalk surface paving treatment, (2) tabletop crosswalks at the entrances on Battery Street and Sansome Street, (3) overhead string lighting, (4) various pedestrian- and bike-oriented amenities, (5) other non-standard infrastructure, and (6) new street trees (collectively, the “Encroachments”). The Encroachments would occur on the portion of Merchant Street between Sansome and Battery Streets adjacent to 425 Washington Street, 439-445 Washington Street, and 530 Sansome Street (Assessor’s Block 0206, Lots 013, 014, and 017). The Encroachments are a required component of the Development Agreement (“Development Agreement”) associated with the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project (also known as the 530 Sansome and 447 Battery Street Development Project or “Project”) and addressed in legislation on file with the Clerk of the Board of Supervisors in File No. 250698. Project Sponsor’s description of the Encroachments, their related plans, and a maintenance matrix addressing the Encroachments are contained in the Development Agreement’s Exhibit E, which is on file with the Clerk of the

1 Board of Supervisors in File Nos. 250698 and 250802, and incorporated herein by reference.

2 (b) In companion legislation adopting a Development Agreement associated with the
3 Project, the Board of Supervisors (or the “Board”) adopted environmental findings pursuant to
4 the California Environmental Quality Act (CEQA) (California Public Resources Code
5 Sections 21000 et seq.), the CEQA Guidelines (14 Cal. 22 Code Reg. Sections 15000 et
6 seq.), and Chapter 31 of the Administrative Code. The Board adopts these environmental
7 findings as though fully set forth herein in relation to this ordinance. A copy of said companion
8 legislation is in Board of Supervisors File No. 250698 and it and its environmental findings are
9 incorporated herein by reference.

10 (c) In companion legislation adopting General Plan amendments associated with the
11 Project, the Board adopted findings that the actions contemplated in this ordinance are
12 consistent, on balance, with the City’s General Plan and eight priority policies of Planning
13 Code Section 101.1. The Board incorporates these findings by reference and adopts these
14 findings as though fully set forth herein in relation to this ordinance. A copy of said companion
15 legislation is in Board of Supervisors File No. 250764.

16
17 Section 2. Merchant Street Major Encroachment Permit Findings.

18 (a) The Permittee will construct the Encroachments in conjunction with the Project,
19 and the Permittee shall maintain the Encroachments for the period set forth in the
20 Development Agreement.

21 (b) In conjunction with the installation of the Encroachments, the Permittee will
22 undertake additional street improvements to increase the sidewalk widths on Merchant Street
23 between Sansome and Battery Streets in accordance with plans for the Encroachments,
24 which are on file with the Clerk of the Board of Supervisors in File Nos. 250698 and 250802.

25 (c) The Board of Supervisors acknowledges that such sidewalk width changes qualify

1 for administrative approval in accordance with Ordinance No. 34-12. A copy of this ordinance
2 is on file with the Clerk of the Board of Supervisors in File No. 111281.

3 (d) The Board of Supervisors' approval of the major encroachment permit
4 acknowledges the potential removal of approximately three existing street trees (as defined in
5 Public Works Code Section 802) along the north side of Merchant Street between Sansome
6 and Battery Streets and replacement of such trees at a level that meets or exceeds the
7 requirements of Public Works Code Section 806. With the Permittee's installation of new
8 street trees, which shall be subject to final design review and approval from Public Works,
9 Merchant Street between Sansome and Battery Streets will have approximately 10 street
10 trees.

11 (e) After a duly noticed public hearing on July 23, 2025, the Public Works Director
12 recommended and City Engineer certified in Public Works Order No.211940, dated
13 July 24, 2025, that the Board of Supervisors approve a major encroachment permit and
14 associated maintenance agreement (collectively, the "Permit") for the construction and
15 maintenance of the Encroachments and related sidewalk width expansion, subject to certain
16 conditions including: (1) Permittee shall submit detailed design plans generally consistent
17 with the schematic design reviewed with the Permit for final review and approval by Public
18 Works and impacted City agencies; (2) construction work shall not commence until Permittee
19 obtains all construction authorizations from Public Works; (3) Permittee and Public Works
20 execute a final maintenance agreement; and (4) Public Works inspects the completed work
21 and issues a Notice of Completion. A copy of the Public Works Order ("PW Order") is on file
22 with the Clerk of the Board of Supervisors in File No. 250802 and is incorporated herein by
23 reference.

24 (f) In this PW Order, the Public Works Director and City Engineer (collectively,
25 "Director") determined under Public Works Code Section 786.7(f)(3) that because the

1 Encroachments provide a public benefit as contemplated in the Project’s Development
2 Agreement, the Project qualifies for a public right-of-way occupancy assessment fee waiver,
3 in accordance with Public Works Code Section 786.7(f)(3).

4 (g) In the PW Order, the Director also recommended that in light of the extensive City
5 department review and hearings associated with the Project in various public forums that
6 already have occurred, the Board of Supervisors waive the requirement under Public Works
7 Code Section 786.3 for final Transportation Advisory Staff Committee (a City multi-agency
8 review body chaired by the San Francisco Municipal Transportation Agency) approval of the
9 Permit. For these same reasons and the fact that the street tree removal and replacement
10 program associated with the Permit is pending before the Board of Supervisors as part of this
11 ordinance, the Director also recommended that the Board waive the separate hearing and
12 appeal process associated with street tree removal under Public Works Code Section 806. In
13 addition, given the construction schedule to build all elements of the Project contemplated in
14 the Development Agreement and the public benefits associated with the Project, the Director
15 recommended waiver of the construction occupancy fee for the Project’s use of Merchant
16 Street for construction staging under Public Works Code Section 724.7.

17 (h) In the PW Order, the Director further recommended to the Board of Supervisors
18 that it delegate to the Director the authority under California Streets and Highways Code
19 Section 1806 and Administrative Code Sections 1.51 et seq. to take various actions related to
20 acceptance of the new public improvements in Merchant Street (the “Infrastructure”). The
21 Director’s acceptance would take place upon the Project Sponsor’s completion of all
22 respective requirements related to the Infrastructure and the City Engineer’s issuance of a
23 Notice of Completion certifying that the Infrastructure has been constructed in accordance
24 with Public Works’ adopted plans and specifications for public right-of-way and all applicable
25 City Codes, regulations, and other requirements, and determining that it is ready for its

1 intended use. The Director's recommendation includes the following public improvement
2 acceptance actions, which shall be taken after consultation with all affected City departments:
3 (1) acceptance of an irrevocable Offer of the Merchant Street Infrastructure; (2) dedication of
4 the Infrastructure to public use; (3) designation of the Infrastructure for street and roadway
5 purposes; and (4) acceptance of the Infrastructure for City maintenance and liability.

6
7 Section 3. Additional Requirements for the Major Encroachment Permit.

8 (a) The final approved Permit shall be in substantially the same form as that in the
9 Clerk of the Board File No. 250802, which is incorporated herein by reference.

10 (b) The Permit for the Encroachments shall not become effective until:

11 (1) The Permittee satisfies the conditions of approval set forth in the PW Order;

12 (2) The Permittee executes and acknowledges the Permit and delivers said
13 Permit and all required documents and fees to Public Works; and

14 (3) Project Sponsor is the owner of 530 Sansome, City is the owner of 447
15 Battery, and Public Works records the Permit in the County Recorder's Office, excluding the
16 City-owned property.

17 (c) The Permittee, at its sole expense and as is necessary as a result of the Permit,
18 shall make the following arrangements:

19 (1) To provide for the support and protection of City-owned facilities under the
20 jurisdiction of Public Works, the San Francisco Public Utilities Commission, the Fire
21 Department, other City departments, and public utility companies;

22 (2) To provide access to such facilities to allow said entities to construct,
23 reconstruct, maintain, operate, or repair such facilities as set forth in the Permit; and

24 (3) To remove or relocate such facilities if installation of the Encroachments
25 requires said removal or relocation and to make all necessary arrangements with the owners

1 of such facilities, including payment for all their costs, should said removal or relocation be
2 required.

3 (d) Permittee shall assume all costs for the maintenance and repair of the
4 Encroachments pursuant to the Permit, and no cost or obligation of any kind shall accrue to
5 Public Works or any other City department by reason of this Permit.

6 (e) Permittee agrees that no structures shall be erected or constructed within the
7 public right-of-way except as specifically authorized in the Permit.

8 (f) Permittee has committed, as part of the Development Agreement and Permit, to
9 enter into a voluntary agreement with Public Works for Permittee to maintain all new street
10 trees planted and established on Merchant Street in accordance with the terms of Public
11 Works Code Section 805(c) for the period set forth in the Development Agreement.

12

13 Section 4. Major Encroachment Permit Approval.

14 (a) The Board of Supervisors accepts the recommendations of the PW Order in regard
15 to the Permit.

16 (b) Pursuant to Public Works Code Sections 786 et seq., the Board of Supervisors
17 hereby grants revocable, personal, non-exclusive, and non-possessory permission to the
18 Permittee to occupy the public right-of-way with the Encroachments and maintain said
19 Encroachments under the terms of the Permit, this ordinance, and the Development
20 Agreement. The Board of Supervisors' approval of the Permit is subject to certain conditions
21 specified in this ordinance. The Board also authorizes the Public Works Director to perform
22 and exercise the City's rights and obligations with respect to the Encroachments under the
23 Permit and to finalize the Permit and enter into amendments or modifications to the Permit
24 with respect to the Encroachments subject to the limitations set forth below. The authorized
25 amendments and modifications are those that the Director, in consultation with the City

1 Attorney, determines are in the best interest of the City, do not materially increase the
2 obligations or liabilities of the City or materially decrease the obligations of the Permittee or its
3 successors, are necessary or advisable to effectuate the purposes of the Permit or this
4 ordinance with respect to the Encroachments, and are in compliance with all applicable laws.

5 (c) The Board acknowledges waiver of the public right-of-way occupancy assessment
6 fee for the Encroachments in accordance with the Director’s determination under Public
7 Works Code Section 786.7(f)(3) regarding a Development Agreement project.

8 (d) The Board acknowledges that Public Works will inspect the construction of the
9 Infrastructure and Encroachments and issue a Notice of Completion to certify that the
10 Infrastructure, including the private Encroachments, has been constructed per approved
11 permit plans and requirements to the satisfaction of the City Engineer and ready for its
12 intended use.

13 (e) The Board also acknowledges that as part of the Development Agreement and
14 Permit, the Permittee will enter into a voluntary agreement with Public Works for Permittee to
15 maintain all new street trees planted and established on Merchant Street in accordance with
16 the terms of Public Works Code Section 805(c) for the period set forth in the Development
17 Agreement.

18
19 Section 5. Waiver of the Public Works and Administrative Codes for Purposes of the
20 Permit, Project, and in Connection with the Public Infrastructure; Delegation to Public Works
21 Director to Accept the Infrastructure.

22 (a) The Board of Supervisors adopts as its own the recommendations in the PW Order
23 to waive specified provisions of the Public Works Code and Administrative Code as part of the
24 implementation of the Permit, Project, and the Infrastructure.

25 (b) In regard to the Permit, the Board of Supervisors waives the requirement under

1 Public Works Code Section 786.3 for final Transportation Advisory Staff Committee approval
2 on the Permit. The Board also waives the separate hearing and appeal process associated
3 with street tree removal and replacement under Public Works Code Section 806.

4 (c) In regard to the Project, the Board waives the construction occupancy fee for the
5 Project's use of Merchant Street for construction staging under Public Works Code
6 Section 724.7.

7 (d) In regard to the Infrastructure, the Board waives the procedures of Administrative
8 Code Sections 1.51 et seq., regarding acceptance of public improvements subject to the
9 conditions listed in Subsections (e)-(g).

10 (e) Pursuant to the PW Order and California Street and Highways Code Section 1806,
11 the Board of Supervisors delegates to the Public Works Director, in consultation with the
12 Public Utilities Commission General Manager and other affected City departments, the
13 authority to accept the Infrastructure for public use after the City Engineer issues a Notice of
14 Completion for the Infrastructure and in compliance with the terms and conditions specified in
15 the PW Order.

16 (f) Notwithstanding the provisions of San Francisco Administrative Code Sections 1.51
17 et seq., the Board of Supervisors delegates the authority to the Public Works Director, in
18 consultation with the SFPUC General Manager and other affected City departments, to take
19 all other actions related to acceptance of the Infrastructure including acceptance of such
20 Infrastructure for City maintenance and liability. Such actions include, but are not limited to:
21 (1) acceptance of an irrevocable Offer of the Merchant Street Infrastructure; (2) dedication of
22 the Infrastructure to public use; (3) designation of the Infrastructure for street and roadway
23 purposes; and (4) acceptance of the Infrastructure for City maintenance and liability.

24 (g) The Board of Supervisors also conditions its delegation of the acceptance of the
25 Infrastructure on the Director's obtaining the Project Sponsor's conditional assignment of all

1 warranties and guaranties related to the construction of the Infrastructure.

2
3 Section 6. Effective and Operative Dates.

4 (a) This ordinance shall become effective 30 days after enactment. Enactment occurs
5 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
6 sign the ordinance within 10 days of receiving it, or the Board of Supervisors overrides the
7 Mayor's veto of the ordinance.

8 (b) This ordinance shall become operative only on (and no rights or duties are affected
9 until) the later of, (1) its effective date, as stated in subsection (a) above, or (2) the effective
10 date of the ordinance approving the Development Agreement for the Project, adopted by the
11 Board of Supervisors. A copy of said ordinance is on file with the Clerk of the Board of
12 Supervisors in File No. 250698.

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15 APPROVED AS TO FORM:
16 DAVID CHIU, City Attorney

17 By: /s/ JOHN D. MALAMUT
18 JOHN D. MALAMUT
19 Deputy City Attorney

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LEGISLATIVE DIGEST

[Public Works and Administrative Codes - Encroachment Permit for the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project and Public Infrastructure Acceptance]

Ordinance approving a major encroachment permit for EQX Jackson SQ Holdco LLC to occupy portions of Merchant Street between Sansome and Battery Streets adjacent to 425 Washington Street, 439-445 Washington Street, and 530 Sansome Street (Assessor's Parcel Block No. 0206, Lot Nos. 013, 014, and 017) for the purpose of installing and maintaining decorative roadway and sidewalk paving, tabletop crosswalks, overhead string lighting, various pedestrian- and bike-oriented improvements, other non-standard infrastructure, and new street trees; waiving certain requirements under Public Works Code, Sections 724.7 (construction occupancy fee), 786.3 (final review of City departments prior to Public Works hearing), and 806 (street tree removal notice and appeal and replacement at or exceeding requirements), and Administrative Code, Section 1.51 (acceptance of public infrastructure), in connection with Permittee's implementation of the encroachment permit and project development; delegating to the Public Works Director the authority to accept an irrevocable offer for the public infrastructure in Merchant Street, dedicate such infrastructure to public use, designate it for street and roadway purposes, and accept it for City maintenance and liability purposes, subject to specified limitations; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; accepting a Public Works Order that recommends the major encroachment and delegation to the Public Works Director of the acceptance and related actions for the public improvements; and authorizing official acts, as defined, in connection with this Ordinance.

Existing Law

Public Works Code Sections 786 et seq. govern the process for City approval of major (street) encroachment permits for private entities to construct and maintain encroachments installed in the public right-way. Section 786.3 of that law provides procedures for City departments with jurisdictional authority over streets and street use to review and comment on proposed encroachment permits. Public Works Code Section 724.7 establishes a fee for the period that private entities occupy the public right-of-way for construction purposes. Public Works Code Article 16, Sections 800 et seq. is known as the Urban Forestry Ordinance. Section 806 includes the procedures for private entities to remove and replace street trees along with appeal procedures for such removal. Administrative Code Sections 1.51 et seq. set forth the process for the City to review and accept public infrastructure for City maintenance and liability.

Amendments to Current Law

This ordinance would approve a major encroachment permit to allow EQX Jackson SQ Holdco LLC to construct and maintain various improvements on Merchant Street between Sansome and Battery Streets as part of the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project. The removal and replacement of street trees would be part of the permit. This legislation would waive Public Works Code Section 786.3 to eliminate the need for final review of the encroachment permit by certain City departments prior to the Public Works' administrative hearing on the permit and waive parts of Section 806 regarding the street tree removal, replacement, and appeal procedures because those actions are addressed as part of the Board of Supervisors' approval of the encroachment permit. The ordinance would waive Public Works Code Section 724.7 to exempt the Project sponsor from the occupancy fee related to the sponsor's use of Merchant Street to stage Project construction. The legislation also would waive Administrative Code Sections 1.51 et seq. to delegate the authority to the Public Works Director to take all actions related to City acceptance of new public infrastructure in Merchant Street for City maintenance and liability. The ordinance also would adopt environmental findings and findings of consistency with the City's General Plan and the eight priority policies of Planning Code, Section 101.1.

Background Information

As part of 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project, the Project sponsor will improve Merchant Street between Sansome and Battery Streets to include decorative roadway and sidewalk paving, tabletop crosswalks, overhead string lighting, various pedestrian- and bike-oriented improvements, other non-standard infrastructure, and new street trees. These amenities are addressed as part of the major encroachment permit approval that is the subject of this ordinance.

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**ENCROACHMENT PERMIT
AND MAINTENANCE AGREEMENT**
(for the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project,
Merchant Street Improvements)

1. PARTIES / BACKGROUND

The City and County of San Francisco Public Works (the “**Department**”) enters into this Encroachment Permit and Maintenance Agreement (“**Agreement**”) with EQX JACKSON SQ HOLDCO LLC, a Delaware limited liability company (the “**Permittee**”), on this date, _____, 20___. The Major Encroachment Permit or Permit collectively refers to the Encroachment Permit as shown on the Department approved plan(s), any associated Street Improvement, and this Agreement, including its Attachments and accompanying documents (the “**Permit**”). In this Agreement, “the **City**” refers to the City and County of San Francisco and all affiliated City agencies including, but not limited to, the Department, the San Francisco Public Utilities Commission (“**SFPUC**”) and the San Francisco Municipal Transportation Agency (“**SFMTA**”). For purposes of the Permit, “**Fronting Property Owner**” shall mean the property owner(s) who front, abut, or are adjacent to the public right-of-way on which the Improvements and any other elements of the Permit are located.

This Agreement is entered in to pursuant to that certain Development Agreement by and between the City and Permittee for the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project, executed on _____, 202_ and recorded in the Official Records of the City and County of San Francisco on _____, 202_ as Document No. _____ (as may be amended from time to time, the “**DA**”). All initially capitalized terms not defined herein are defined in the DA. Pursuant to the DA and the Conditional Use Authorization, Permittee is required to enter this Agreement providing for Permittee’s maintenance of the Merchant Street Improvements under the Major Encroachment Permit for the life of the Project (unless the Major Encroachment Permit is revoked by the City for reasons other than an Uncured Default by Permittee hereunder).

The Major Encroachment Permit and this Agreement are Initial Approvals under the DA.

The Board of Supervisors authorized the Director of Public Works to enter this Agreement in Ordinance No. _____.

2. PERMIT INFORMATION

2.1 Major Encroachment Permit No. (“Permit”): 25ME-00013 under Public Works Code Section 786(b).

2.2 Description/Location of Fronting Property (See Attachment 1): 530 Sansome Street (APN 0206-017), 425 Washington Street (APN 0206-014), and 439-445 Washington Street (APN 0206-013); [Block and Lot for the Tower parcel once assigned through the subdivision mapping process]

2.3 Description/Location of Permit Area (See Attachment 2): Merchant Street between Sansome Street and Battery Street.

2.4 General Description of Proposed Improvements (See Attachment 2):

The term “Improvements” shall mean those improvements in the public right-of-way as described in the attachments listed in Section 2.8, the Schematic Design Plan, and, once issued, the approved plans included with the street improvement permit (“SIP”) or other construction permits, which may be amended or supplemented from time to time, and as updated with “as built” plans. The proposed Improvements are generally described as follows:

- (a) Decorative Roadway Paving*
- (b) Tabletop crosswalks*
- (c) Overhead String Lighting*
- (d) Various Pedestrian- and Bike Oriented Amenities (i.e., bike racks)*
- (e) Other Non-standard Infrastructure*
- (f) New Street Trees*

2.5 Permit Type: Major Encroachment Permit

2.6 Permittee/ Owner of the Fronting Property:

EQX Jackson Sq Holdco LLC
 c/o Related California
 44 Montgomery Street, Suite 1300
 San Francisco, CA 94104
 Re: 530 Sansome St and Fire Station 13 DA
 Attn: Gino Canori

2.7 Contact Information. The Permittee shall provide to Public Works Permits, SFMTA, 311 Service Division, and SFPUC the information below regarding a minimum of two (2) contact persons with direct relation to or association with, or is in charge of or responsible for, the Permit. Permittee shall notify both Public Works Permits and SFMTA within thirty (30) calendar days of any relevant changes in the Permittee's personnel structure, and submit the required contact information of the current and responsible contacts. If and when the City’s 311 Service Division (or successor public complaint system program) allows direct communications with the contact person(s) for the Permit, the Permittee shall participate in this program.

Contact Person Number 1

Last Name, First Name: _____
 Title/Relationship to Owner: _____
 Phone Numbers: _____
 Email Addresses: _____
 Mailing Address: _____

Office Address: _____

Contact Person Number 2

Last Name, First Name: _____

Title/Relationship to Owner: _____

Phone Numbers: _____

Email Addresses: _____

Mailing Address: _____

Office Address: _____

2.8 List of Attachments. The following additional documents are attached to or accompany this Permit. All attachments shall be on sheets sizing 8.5 by 11 inches so they can be easily inserted into this agreement as an attachment:

- **Attachment 1:** Property Information. Written description of the fronting properties and location map identifying the properties.
- **Attachment 2:** “Permit Area,” which shall refer to areas that include Improvements and any real property subject to the Permittee’s maintenance responsibility.
 - Written description of the area where the encroachment(s) exist and the boundaries,
 - Diagram showing the boundary limits of the Permit Area and identifying all Improvements in the Permit Area (“**Precise Diagram**”). The Precise Diagram shall be a separate document from the engineered construction plans for the encroachments submitted to Public Works for review and approval. (“**Construction Plans**”).
- **Attachment 3A:** Maintenance Matrix. Table listing all Improvements in the Permit Area and identifying the party having maintenance responsibility for them (“**Maintenance Matrix**”). The table shall include all physical treatments, facilities, and elements, whether standard or non-standard, to clarify responsibility.
- **Attachment 3B:** Maintenance Plan. A written document that contains a detailed description of the means and methods to maintain the Improvements within the Permit Area (the “**Maintenance Plan**”). The Maintenance Plan shall identify the daily, weekly, monthly, and annual routine maintenance, repair and replacement tasks, as applicable (“**Permitted Activities**”). For each category of the Permitted Activities, Permittee shall provide a total estimated annual operating expense and include: regular maintenance expenses, replacement costs, costs for any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements, and the expected lifespan of any non-standard materials subject to regular use. The Maintenance Plan also shall identify whether a Community Benefit District, Business Improvement District, Community Facilities District or similar Special Tax-Based Entity (a “**Special Tax Entity**”) will expend monetary or staff resources on the Permit Area for maintenance or other activities, and documentation, to the Director’s

satisfaction, that the monetary and/or staff resources are available and committed to perform the maintenance obligation.

- **Attachment 4:** Operations Manual for specialized equipment. Permittee shall submit a document or manual describing how to operate any specialized equipment necessary for continued operation of the Improvements, if any, along with manufacturer's instructions for operation and maintenance ("**O&M Manuals**") and other pertinent information about the equipment. These documents are for Public Works file purposes and not attached to this Agreement. The City Engineer, in his or her discretion, may allow the Permittee to defer submission of the Operations Manual until completion of the Improvements in accordance with the Construction Plans.

The City Engineer shall review and certify the description of the Permit Area (Attachment 2), Maintenance Plan (Attachment 3B), and O&M Manuals (Attachment 4). The Department shall not issue the permit until the City Engineer has completed his or her review and certified the required attachments.

3. EFFECTIVE DATE; REVOCABLE, NON-EXCLUSIVE PERMIT; RECORDATION

3.1 Following Board of Supervisors approval and confirmation the Department has received all required permit documents and fees, the Department shall issue the approved Permit. The date the Permit is issued shall be the "**Effective Date.**"

3.2 The privilege given to Permittee under this Agreement is revocable, personal, non-exclusive, non-possessory, and effective only insofar as the rights of City in the Public Right-of-Way ("**PROW**") are concerned. This Permit does not grant any rights to construct or install Improvements in the Permit Area until the Public Works Director issues written authorization for such work.

3.3 Commencing on the Effective Date, Permittee shall be authorized to enter upon and use the PROW for the limited purpose of maintaining, repairing, and replacing the Improvements within the Permit Area(s) subject to the terms, conditions, and restrictions set forth herein.

3.4 Upon execution, Permittee shall record this Permit against the Fronting Property.

4. MONITORING AND MAINTENANCE RESPONSIBILITIES

Permittee acknowledges its responsibility to monitor the Permit Area and its Improvements and document performance of the maintenance activities as described herein in a commercially reasonable manner. Within ten (10) business days from the date of the Director's written request for maintenance information, the Permittee shall respond with pertinent detail.

Permittee shall on a regular annual basis, document the general condition of the entire Permit Area and all elements with date stamped digital images.

5. CONDITIONS OF ENTRY AND USE

By entering into this Agreement, Permittee acknowledges its responsibility to comply with all requirements for maintenance of the Improvements as specified in this Agreement, Public Works Code Section 786, Article 2.4 of the Public Works Code (“**Excavation in the Public Right-of-Way**”), and as directed by the Director. Permittee shall comply and cause its agents to comply, with each of the following requirements in its performance of the Permitted Activities.

5.1 Permits and Approvals

5.1A Requirement to Obtain all Regulatory Permits and Approvals. Permittee shall obtain any permits, licenses, or approvals of any regulatory agencies (“**Regulatory Permits**”) required to commence and complete construction of the Improvements and any of the Permitted Activities. Promptly upon receipt of any such Regulatory Permits, Permittee shall deliver copies to the Department. Permittee recognizes and agrees that City’s approval of the Permit and this Agreement for purposes of construction of the Improvements and the Permitted Activities shall not be deemed to constitute the grant of any or all other Regulatory Permits needed for the Permitted Activities, and nothing herein shall limit Permittee's obligation to obtain all such Regulatory Permits, at Permittee's sole cost.

5.1B Subsequent Excavation within Permit Area. When maintenance of the Improvements requires excavation as described in Article 2.4 of the Public Works Code, or prevents public access through the Permit Area, or obstructs the movement of vehicles or bicycles where allowed by law, Permittee shall apply for applicable permits from the Department and any other affected City agencies. Permittee or agent of Permittee shall comply with all excavation permit bonding and security requirements that the Department deems necessary when performing or causing to be performed any excavations or occupancies within the Permit Area.

5.1C Additional Approvals. Further permission from the Department may be required prior to Permittee’s performance of work within the Permit Area including, but not limited to, the restoration of a temporarily restored trench, removal and replacement of a tree or other landscaping, or repair of damaged or uplifted sidewalk or other paving material. This Agreement does not limit, prevent, or restrict the Department from approving and issuing permits for the Permit Area including, but not limited to, occupancy, encroachment, and excavation permits. The Department shall include as a condition in all subsequent permits issued in the Permit Area that any subsequent permittee notify and coordinate with the Permittee prior to occupying, encroaching, or excavating within the Permit Area.

This permit authorizes removal of approximately three existing street trees (as defined in Public Works Code Section 802) along the north side of Merchant Street between Sansome and Battery Streets and replacement of such trees at or exceeding the requirements of Public Works Code Section 806.

5.2 Exercise of Due Care

During any entry on the Permit Area to perform any of the Permitted Activities, Permittee shall, at all times and at its sole cost, perform the Permitted Activities in a manner that maintains the Permit Area in a good, clean, safe, secure, sanitary, and attractive condition. Permittee shall use due care at all times to avoid any damage or harm to the Permit Area or any Improvements or property located thereon or adjacent to, and to take such soil and resource conservation and protection measures within the Permit Area as are required by applicable laws and as City may reasonably request in writing. Permittee shall not perform any excavation work without City's prior written approval. Under no circumstances shall Permittee knowingly or intentionally damage, harm, or take any rare, threatened, or endangered species on or about the Permit Area. While on the Permit Area to perform the Permitted Activities, Permittee shall use commercially reasonable efforts to prevent and suppress fires on and adjacent to the Permit Area attributable to such entry.

5.3 Cooperation with City Personnel and Agencies

Permittee shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of access to the Improvements and property in, under, on or about the Permit Area and City and public uses of the Permit Area. Permittee shall perform work in accordance with the Permit and this Agreement. Permittee also shall perform work pursuant to one or more Street Improvement Permits or General Excavation Permits and in accordance with Public Improvement Agreements if either or both are applicable.

5.4 Permittee's Maintenance and Liability Responsibilities

5.4A Permittee's Maintenance and Liability. (a) Permittee acknowledges its maintenance and liability responsibility for the Improvements (including, but not limited to, materials, elements, fixtures, etc.) in accordance with the Permit and this Agreement, and all other applicable City permits, ordinary wear and tear excepted. Permittee agrees to maintain said Improvements as described in the Permit, as determined by the Director, and in accordance with any other applicable City permits. Permittee shall reimburse the Department for any work performed by the Department as a result of the Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement under Section 8. Permittee is wholly responsible for any facilities installed in the Permit Area that are subject to this Permit's terms and for the quality of the work performed in the Permit Area under this Agreement. Permittee is liable for all claims related to the installed facilities and any condition caused by Permittee's performed work. Neither the issuance of any permit nor the inspection, nor the repair, nor the suggestion, nor the approval, nor the acquiescence of any person affiliated with the City shall excuse the Permittee from such responsibility or liability.

(b) Notwithstanding the foregoing, the City acknowledges that while the Permittee retains the primary responsibility for all construction, installation, maintenance and repair activities, certain limited or supplemental maintenance and repair activities may be performed by a Special Tax Entity (such activities shall be denoted on the Maintenance Plan) rather than the Permittee. Nevertheless, the Department shall hold the Permittee responsible for compliance with all provisions of the Permit and this Agreement without regard to whether the violation occurred

through an act, omission, negligence, or willful misconduct of the Permittee or the Special Tax Entity. Only if Permittee can demonstrate to the satisfaction of the Director that the Special Tax Entity is solely responsible for the act, omission, negligence, or willful misconduct and the Director makes a written finding to this effect, shall the Director take action directly against the Special Tax Entity. Under such circumstances, the Permittee shall not be responsible and liable hereunder for the act, omission, negligence, or willful misconduct that the Director identifies in writing, and no Uncured Default (as hereinafter defined) shall be deemed to have occurred by the Permittee, as a result of the Special Tax Entity's acts, omissions, negligence or willful misconduct. In the event that the Special Tax Entity should cease to exist or that the Special Tax Entity's maintenance and repair responsibilities are changed, then Permittee shall be responsible or assume responsibility for all activities that are no longer the responsibility of or being performed by the Special Tax Entity.

(c) In the event that the Director agrees to maintain one or more of the Improvements pursuant to Section 5.9B of this Agreement, Permittee shall not be responsible for the quality of maintenance or restoration work performed, nor liable for the resulting consequences of City work.

5.4B Abatement of Unsafe, Hazardous, Damaged, or Blighted Conditions.

Permittee acknowledges its maintenance responsibility to abate any unsafe, hazardous, damaged, or blighted conditions in the Permit Area. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition of the Permit Area, Permittee shall immediately respond to the notice and restore the site to the condition specified on the Construction Plans within thirty (30) calendar days, unless the Department specifies a shorter or longer compliance period based on the nature of the condition or the problems associated with it; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period or other period specified by the Department, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. In addition, Permittee acknowledges its responsibility to abate any hazardous conditions as a direct or indirect result of the Improvement (e.g., slip, trip, and fall hazards), promptly upon receipt of notice from the Department. For unsafe or hazardous conditions, the Permittee shall immediately place or cause to be placed temporary measures to protect the public. Failure to promptly respond to an unsafe or hazardous condition or to restore the site within the specified time may result in the Department's performing the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration. Failure to abate the problem also may result in the Department's issuance of a Correction Notice or Notice of Violation citation and/or request for reimbursement fees to the Department for departmental and other City services necessary to abate the condition in accordance with Section 8.

5.4C Permittee Contact Information, Signage.

Upon the Department's determination that the Permittee has completed the Improvements in accordance with the Construction Plans, Permittee shall design and post a sign(s) within the Permit Area, in conformity with any applicable signage program for the Permittee's property and in a location approved by the Department, that provides a telephone number and other Permittee contact information so that members of the public can contact the Permittee to report maintenance issues, problems, or any other complaints about the Permit.

5.4D Non-standard Materials and Features. If the Permittee elects to install materials, facilities, fixtures, or features (“**Non-standard Elements**”) that do not meet the City’s criteria for standard operation, maintenance, and repair, and the City approves such Non-standard Elements, the Permittee shall (i) acknowledge its responsibility for the operation, maintenance, repair, and replacement of the Non-standard Elements as constructed per the Construction Plans, (ii) separately meter any service utility required to operate the Non-standard Elements, and (iii) be responsible for providing such utility service at Permittee’s own cost. As an exception, if the Non-standard Elements are facilities such as street lights, and they are installed in locations identified by the City as standard streetlight locations, the City may elect to power the streetlights and not require a separate meter. Permittee shall indemnify and hold City harmless against any claims, as set forth in Section 23.

5.5 Permittee’s Maintenance, Liability, and Notice Responsibilities.

The Permittee’s maintenance responsibility shall be limited to the portion of the Permit Area, as described and shown in the attachments and as determined by the Director, and its immediate vicinity, including any sidewalk damage directly related to the Improvement or Permitted Activities. If it is unclear whether sidewalk maintenance is the responsibility of Permittee or a Fronting Property Owner who is not the Permittee under Public Works Code Section 706, the Department shall determine which party or parties are responsible. If the situation so warrants, the Department may assign responsibility for sidewalk maintenance to one or more parties, including a Fronting Property Owner who is not the Permittee.

If Permittee is the Fronting Property Owner, Permittee must notify any successor owner(s) of the existence of the Permit and the successor owner’s obligations at the time of closing on the subject property. In addition, prior to the time of closing on the subject property, Permittee shall record a Notice of Assignment that provides constructive notice to any successor owner(s) of the Permit and the Permittee’s responsibilities thereunder.

5.6 Intentionally Omitted

5.7 Damage to and Cleanliness and Restoration of Permit Area and City Owned or Controlled Property

Permittee, at all times, shall maintain the Permit Area in a clean and orderly manner to the satisfaction of the Director. Following any construction activities or other activities on the Permit Area, Permittee shall remove all debris and any excess dirt from the Permit Area and Improvements.

If any portion of the Permit Area, any City-owned or controlled property located adjacent to the Permit Area, including other publicly dedicated PROW, or private property in the vicinity of the Permit Area is damaged by any of the activities conducted by Permittee hereunder, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the Permit Area or affected property to its previous condition to the satisfaction of the Director.

5.8 Excavation or Temporary Encroachment within the Permit Area

Permittee acknowledges its maintenance responsibility following any excavation or temporary encroachment of any portion or portions of the Permit Area as described below.

5.8A Excavation by City or UCP Holders. After providing public notice according to Article 2.4 of the Public Works Code, any City Agency or Public Utility may excavate within the PROW, which may include portions of the Permit Area. A “City Agency” shall include, but not be limited to, the SFPUC, SFMTA, and any City authorized contractor or agent, or their sub-contractor. “Public Utility” shall include any company or entity currently holding a valid Utility Conditions Permit (“UCP”) or a valid franchise with the City or the California Public Utilities Commission. Permittee acknowledges that it will provide and not obstruct access to any utilities and facilities owned and operated by any City Agency or a Public Utility at any time within the Permit Area for maintenance, repair, and/or replacement.

Emergency work. In the case of an emergency, a City Agency or Public Utility need not notify the Permittee of the work until after the emergency situation has been abated at which point the Department will strive to cooperate with affected City department to provide written notice to the Permittee concerning the emergency work.

In the performance of any excavation in the Permit Area by a City Agency or Public Utility, it shall be the responsibility of the Permittee to coordinate with the City Agency or Public Utility and restore the site to the condition specified on the Construction Plans, provided, however, the excavator shall implement commercially reasonable precautions to protect the Permit Area and any Improvements located within the Permit Area from injury or damage during the excavation or future work. Following excavation by a City Agency or Public Utility, (a) in the case where there are Non-standard Elements the excavator shall only be obligated to back-fill and patch the site to a safe condition; (b) in the case there are only City Standard materials the excavator shall be obligated to backfill the site to a safe condition, and where feasible restore the site to City Standards. The City Agency or Public Utility shall not replace Non-standard Elements or other Improvements that the City or Public Utility may remove or damage in connection with such excavation or site access unless it is feasible to restore the site to City Standard. Notwithstanding the above, Permittee shall be responsible for and bear all costs for the restoration of all disturbed Non-standard Elements and the other Improvements that a City Agency or Public Utility cannot feasibly restore to the condition as specified on the Construction Plans.

In the case where the excavated portion of the Permit Area consists of only City Standard materials, the City Agency or Public Utility shall complete its restoration work within thirty (30) calendar days following the completion of the excavation or temporary encroachment; provided, however, to the extent that such restoration cannot be completed within such thirty (30) calendar day period due to weather or unforeseen circumstances, then such period shall be extended provided that the excavator has commenced and is diligently pursuing such restoration.

In the case where the excavated portion of the Permit Area consists partially or fully of non-standard materials, the Permittee shall restore or cause to be restored the Improvements in the excavated portions of the Permit Area to the condition specified on the design for the

Improvements within thirty (30) calendar days; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then the Department shall extend such period provided that the Permittee has commenced and is diligently pursuing such restoration.

The Permittee shall not seek or pursue compensation from a City Agency or a Public Utility for Permittee's coordination of work or the inability to use of the Permit Area for the duration of excavation or occupancy.

5.8B Excavation by Private Parties. Following any excavation of any portion or portions of the Permit Area by a private party (e.g., contractor, property owner, or resident), it shall be the responsibility of the private party and the Permittee to coordinate the restoration of the site and the private party shall bear all the cost of restoration; provided, however, that in all events the private party shall be required to restore the excavated portion or portions of the Permit Area to the condition specified on the design for the Improvements within thirty (30) calendar days after completion of the excavation or temporary encroachment, provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then the Department shall extend such period provided that the private party has commenced and is diligently pursuing such restoration.

If the private party fails to perform such restoration, then the Permittee should notify the Department of such failure in writing and allow any Departmental corrective procedures to conclude prior to pursuing any and all claims against such private party related thereto should the permittee have such third-party rights. The City, through its separate permit process with that private party, shall require that private party to bear all the costs of restoration and cooperate with the Permittee on how the restoration is performed and how any costs that the Permittee assumes for work performed (time and materials) are reimbursed.

The Permittee only shall seek or pursue compensation for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of excavation or occupancy, provided that Permittee is provided with access to Permittee's property.

5.8C Temporary Encroachments for Entities Other Than Permittee. In the case of temporary encroachments, which may include the temporary occupancy of portions of the Permit Area or the temporary relocation of Improvements (elements or fixtures) from the Permit Area, Permittee shall work collaboratively with the entity that will be temporarily encroaching the Permit Area ("**Temporary Encroacher**") to coordinate the temporary removal and storage of the Improvements from the affected portion of the Permit Area, when necessary. It shall be the responsibility of the Temporary Encroacher to protect in-place any undisturbed portion of the Permit Area.

Where the Temporary Encroacher is a private party, the private party shall be responsible for any costs for removal, storage, and maintenance of the Improvements, and restoration associated with restoration of the Permit Areas. The obligation to coordinate and restore under this section shall be a condition of the City permit issued to the Temporary Encroacher. If

the Temporary Encroacher fails to coordinate with Permittee and compensate the Permittee or restore the Permit Area, then the Permittee should notify the Department of such failure in writing.

The Permittee may only seek or pursue compensation for costs incurred (time and materials) to temporarily relocate and replace Improvements, and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of the Temporary Encroacher's occupancy.

Where the Temporary Encroacher is a City Agency or a Public Utility, Permittee shall be responsible for any costs for removal, storage, maintenance, and restoration associated with the Improvements and any associated areas within the Permit Area, and the City Agency or Public Utility, as applicable, shall be responsible for restoration of any standard City features or Improvements that are feasible to restore. The City Agency or the Public Utility or its contractors shall not be responsible for Permittee's temporary removal and storage costs.

The Permittee shall be responsible for ensuring the Permit Area has been restored within thirty (30) calendar days following the completion of the temporary encroachment; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration.

5.8D Additional Time to Complete Site Restoration Where Future Work Is Anticipated. Prior to the Permittee's undertaking of any restoration of the applicable portion of the Permit Area to the conditions specified in the Construction Plans, the Permittee and the City shall confer as to whether any party (e.g., any City Agency, Public Utility, or private party) intends to perform any future work (e.g., any excavation or temporary encroachment) that would be likely to damage, disrupt, disturb or interfere with any restoration of the Permit Area.

If such future work is anticipated within six (6) months following completion of any then proposed excavation or temporary encroachment, then the Permittee's deadline for restoring the site shall be automatically extended. The Permittee may submit to the Department a written request for an extension to the restoration deadline if future work is anticipated to commence more than six (6) months from the completion of the prior excavation and temporary encroachment. If the restoration deadline is extended as set forth above, then the Permittee shall be obligated to complete the restoration within the timeframes specified in this Agreement.

5.9 Permit Revocation; Termination; Modification of Agreement

5.9A Permit Revocation or Termination.

Permittee acknowledges and agrees that the obligations of the Permittee, successor owner(s), or Permittee's successor(s) in interest to perform the Permitted Activities shall continue for the term of the Permit. The City reserves the right to revoke the Permit under the procedures set forth in the Public Works Code Sections 786 et seq. and, if applicable, as specified in the Board of Supervisors or Public Works Director's approval of this permit.

If the Permit is terminated by Permittee or revoked or terminated by City (each an “**MEP Termination Event**”) with respect to a portion or portions of the Permit Area, Permittee shall convert the Improvements therein to a condition specified by City for a standard PROW (so long as such improvements do not materially differ from the conditions as of the execution of this Permit) or as the Director of Public Works in their discretion deems appropriate under the circumstances (so long as such improvements do not materially exceed then-current standards for PROW improvements), at Permittee’s sole cost (the “**Right-of-Way Conversion**”) by (i) applying for, and providing the materials necessary to obtain, a street improvement permit or other authorization from City for the performance of such conversion work; (ii) performing such conversion work pursuant to the terms and conditions of such street improvement permit or other City authorization; and (iii) warranting that the conversion work meets the standards required by a Public Works street improvement permit with a duration not less than one (1) year from the date Public Works confirms that the work is complete.

A termination or revocation of the Permit under the procedures set forth in Public Works Code Sections 786 et seq. shall result in an automatic termination of this Agreement as to the affected portion of the Permit Area, and all of Permittee’s responsibilities and obligations hereunder shall terminate, unless otherwise provided for in this Agreement. The City may partially terminate or revoke the Permit as to those portions of the Permit Area subject to default and the City may elect to allow the Permit to remain effective as to all portions of the Permit Area that are not subject to default.

The obligation of Permittee, successor owner, or Permittee’s successor in interest to remove the Improvements and restore the PROW to a condition satisfactory to Director of Public Works shall survive the revocation, expiration, or termination of this Permit. Upon completion of the Right-of-Way Conversion, and subject to Section 5.9B, Permittee shall have no further obligations under the Permit for the portion of the Permit Area subject to the Right-of-Way Conversion and to the extent the Director has agreed to terminate the Permittee’s obligations in regard to all or a portion of the Right-of-Way Conversion, except as to any applicable warranty.

The City and any and all City subdivisions or agencies shall be released from the responsibility to maintain the existence of the Improvements and shall not be required to preserve or maintain the Improvements in any capacity following the termination or revocation of the Permit unless the Department, in its discretion and in accordance with this Agreement, agrees to an alternative procedure.

5.9B Modification or Termination of the Agreement.

(a) This Agreement shall continue and remain in full force and effect at all times in perpetuity, except if City elects to terminate Permittee’s maintenance obligations pursuant to this Section 5.9B and provides written notice to the address provided in Section 2.7. Under such circumstances, this Agreement shall terminate at the time specified in such written notice with exception to those terms as specified in this Agreement that apply to the any remaining Permit obligations. City shall record evidence of any such termination in the Official Records.

(b) At any time during the term of the Permit, Permittee may request to amend the scope of such Permitted Activities through a written amendment to this Agreement. The Director, in his

or her sole discretion, may approve, approve with conditions, or deny the requested amendment. If the Director approves an amendment, both parties shall execute and record the approved amendment. Further, Permittee and Director may, but are not required to, execute a written modification of this Agreement to provide for the Department's maintenance of a portion or all of the Improvements as described in the Permit Area (Attachment 2). In the event of such modification of this Agreement, Department may require Permittee to pay the Department for the cost of maintaining specified Improvements as described in the Maintenance Plan (defined in Section 2.8) and Attachment 3B. The Director's written modification shall, among other relevant terms, identify the specific portion of the Improvements that the Department shall maintain and the terms of Permittee's payments.

(c) In addition, Permittee and City may mutually elect to modify Permittee's obligation to perform the Right-of-Way Conversion described in Section 5.9.A including any modification necessary to address any Improvements that cannot be modified or replaced with a PROW improvement built according to the City's standard specifications. Any such modification may include, but not be limited to, Permittee's agreement to convert, at its sole cost, specified Improvements to a PROW built according to the City's standard specifications while leaving other specified Improvements in their as-is condition, with Permittee assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Improvements. In addition, any such modification may address any applicable City requirements for maintenance security payment obligations and City's acquisition of specialized equipment needed to perform the maintenance work, however, no such specialized equipment shall be required for Improvements built to City standards. If City and the Permittee mutually agree to any modification to the Right-of-Way Conversion that results in Permittee assuming such a maintenance payment obligation, Permittee shall execute and acknowledge, and City shall have the right to record in the Official Records of San Francisco County, an amendment to this Agreement that details such payment obligation.

5.10 Green Maintenance Requirements

In performing any Permitted Activities that require cleaning materials or tools, Permittee, to the extent commercially reasonable, shall use cleaning materials or tools selected from the Approved Alternatives List created by City under San Francisco Environmental Code, Chapter 2, or any other material or tool approved by the Director. Permittee shall properly dispose of such cleaning materials or tools.

5.11 Agreement for Street Tree Maintenance

Permittee has committed, as part of the DA and Permit, to enter into a voluntary agreement with Public Works to maintain all new street trees planted and established on Merchant Street in accordance with the terms of Public Works Code Section 805(c) for the term of the Permit.

6. USE RESTRICTIONS

Permittee agrees that the following uses of the PROW by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Agreement and

are strictly prohibited as provided below. The list of prohibited uses includes, but is not limited to, the following uses.

6.1 Improvements

Other than the approved Improvements, Permittee shall not make, construct, or place any temporary or permanent alterations, installations, additions, or improvements on the PROW, structural or otherwise, nor alter any existing structures or improvements on the PROW (each, a "**Proposed Alteration**"), without the Director's prior written consent in each instance. The in-kind replacement or repair of existing Improvements shall not be deemed a Proposed Alteration.

Permittee may request approval of a Proposed Alteration. The Director shall have a period of twenty (20) business days from receipt of request for approval of a Proposed Alteration to review and approve or deny such request for approval. Should the Director fail to respond to such request within said twenty (20) business day period, Permittee's Proposed Alteration shall be deemed disapproved. In requesting the Director's approval of a Proposed Alteration, Permittee acknowledges that the Director's approval of such Proposed Alteration may be conditioned on Permittee's compliance with specific installation requirements and Permittee's performance of specific on-going maintenance thereof or other affected PROW. If Permittee does not agree with the Director's installation or maintenance requirements for any Proposed Alteration, Permittee shall not perform the Proposed Alteration. If Permittee agrees with the Director's installation or maintenance requirements for any Proposed Alteration, prior to Permittee's commencement of such Proposed Alteration, Permittee and the Director shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from the Director shall not be required for any repairs made pursuant to and in accordance with the Permitted Activities.

If Permittee performs any City-approved Proposed Alteration, Permittee shall comply with all of the applicable terms and conditions of this Agreement, including, but not limited to, any and all conditions of approval of the Proposed Alteration(s).

Permittee shall obtain all necessary permits and authorizations from the Department and other regulatory agencies prior to commencing work for the Proposed Alteration. The Director's decision regarding a Proposed Alteration shall be final and not appealable.

6.2 Dumping

Permittee shall not dump or dispose of refuse or other unsightly materials on, in, under, or about the PROW.

6.3 Hazardous Material

Permittee shall not cause, nor shall Permittee allow any of its agents to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the PROW, or transported to or from the PROW. Permittee shall immediately notify City if Permittee learns or knows that a release of Hazardous Material has

occurred in, on, or about the PROW. In the event Permittee or its agents cause a release of Hazardous Material in, on, or about the PROW, Permittee shall, without cost to City and in accordance with all laws and regulations, (i) comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination, and (ii) return the PROW to a condition which complies with applicable law. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the PROW or are naturally occurring substances in the PROW, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the PROW.

Notwithstanding anything herein to the contrary, if the Director determines that neither Permittee nor its agents caused the release or threatened release of the Hazardous Material, Permittee shall have no liability whatsoever (including, without limitation, the costs of any investigation, any required or necessary repair, replacement, remediation, cleanup or detoxification, or preparation and implementation of any closure, monitoring, or other required plans) with respect to any release or threatened release of any Hazardous Material on, in, under or about the PROW. If the Director finds that neither Permittee nor its agents was the source and did not cause the release of such Hazardous Material, Permittee shall not be listed or identified as the generator or responsible party of any waste required to be removed from the PROW, and will not sign any manifests or similar environmental documentation, with respect to any Environmental Condition (as hereinafter defined). "Environmental Condition" shall mean any adverse condition relating to the release or discharge of any Hazardous Materials on, in, under, or about the PROW by any party other than Permittee or its agents.

6.4 Nuisances

Permittee shall not conduct any activities on or about the PROW that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public. The parties hereby acknowledge that customary use of landscaping and similar equipment (such as lawn mowers, clippers, hedge trimmers, leaf blowers, etc.) that would typically be used

to perform the Permitted Activities shall not be considered a nuisance under this Section 6.4 if such equipment is used in compliance with all applicable laws.

6.5 Damage

Permittee shall use due care at all times to avoid causing damage to any of the PROW or any of City's property, fixtures, or encroachments thereon. If any of the Permitted Activities or Permittee's other activities at the PROW causes such damage, Permittee shall notify City, and, if directed by City, restore such damaged property or PROW to the condition it was in prior to the commencement of such Permittee activity to the Director's satisfaction; or, if the City chooses to restore the damaged property, Permittee shall reimburse City for its costs of restoration.

7. INSURANCE

7.1 As described below, Permittee shall procure and keep insurance in effect at all times during the term of this Agreement, at Permittee's own expense, and cause its contractors and subcontractors to maintain insurance at all times, during Permittee's or its contractor's performance of any of the Permitted Activities on the PROW. If Permittee fails to maintain the insurance in active status, such failure shall be a Permit default subject to the Department's enforcement remedies. The insurance policy shall be maintained and updated as necessary annually to comply with the requirements below. The following Sections represent the minimum insurance standard as of the Effective Date of this Permit. The Department agrees that the following requirements shall not be changed with respect to the Permittee originally named herein for a period of ten (10) years after the Effective Date, but thereafter the Department may revise the following requirements once during each ten-year period pursuant to the periodic review provisions set forth in Section 7.8, and the Permittee shall update its insurance as necessary to comply with the revised requirements. Upon the Department's request (but no more than once each calendar year), the Permittee shall provide certificates of insurance evidencing its compliance with this Article 7.

7.1A An insurance policy or insurance policies issued by insurers with ratings comparable to A-VIII, or higher that are authorized to do business in the State of California, and that are satisfactory to the City. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder;

7.1B Commercial General Liability Insurance written on an Insurance Services Office (ISO) Coverage form CG 00 01 or another form providing equivalent coverage with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including coverages for contractual liability, personal injury, products and completed operations, independent permittees, and property damage;

7.1C Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable for any vehicles brought onto PROW; and

7.1D Workers' Compensation Insurance, in statutory amounts, with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

7.2 All liability policies required hereunder shall provide for the following: (i) include as additional insured the City and County of San Francisco, its officers, agents, and employees, jointly and severally; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement; and (iii) stipulate that no other insurance policy of the City and County of San Francisco will be called on to contribute to a loss covered hereunder.

7.3 Limits may be provided through a combination of primary and excess insurance policies. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for claims based on acts, omissions, injury, or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

7.4 All insurance policies shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal or material reduction in coverage, or depletion of insurance limits, except for ten (10) days' notice for cancellation due to non-payment of premium, to Permittee, which notice shall be forwarded as soon as reasonably practicable to the City. Permittee shall provide a copy of any notice of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage to Department within one business day of Permittee's receipt. Permittee also shall take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced or depleted coverage, or obtain the full coverage required by this Section from a different insurer meeting the qualifications of this Section. Notices shall be addressed to the Director at 49 South Van Ness Avenue, San Francisco, CA, 94103. The permission granted by the Permit shall be suspended upon the termination of such insurance. Upon such suspension, the Department and Permittee shall meet and confer to determine the most appropriate way to address the Permit. If the Department and Permittee cannot resolve the matter, the Permittee shall restore the PROW to a condition acceptable to the Department without expense to the Department.

7.5 Prior to the Effective Date, Permittee shall deliver to the Department certificates of insurance from insurers in a form reasonably satisfactory to Department, evidencing the coverages required hereunder. In the event Permittee shall fail to procure such insurance, or to deliver such certificates or policies (following written request), Department shall provide notice to Permittee of such failure and if Permittee has not procured such insurance or delivered such certificates within five (5) days following such notice, City may initiate proceedings to revoke the permit and require restoration of the PROW to a condition that the Director deems appropriate.

7.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense

costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

7.7 Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should any occurrences during the term of this Agreement give rise to claims made after expiration of this Agreement, such claims shall be covered by such claims-made policies.

7.8 Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section, subject to the frequency limitations set forth in Section 7.1 above. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the PROW, then City in its reasonable discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

7.9 Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Agreement or any of Permittee's other obligations hereunder. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

8. VIOLATIONS; CITY ENFORCEMENT OF PERMIT AND AGREEMENT; SECURITY DEPOSIT. Permittee acknowledges that the Department may pursue the remedies described in this Section in order to address a default by Permittee of any obligation under this Permit with respect to any Permit Area for which Permittee is responsible pursuant to the relevant Notice of Assignment, if applicable. In addition to the procedures below and as set forth in Section 5.4B, if Permittee fails to promptly respond to an unsafe or hazardous condition or to restore the site within the time the Department specifies, the Department may perform the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration.

(a) Correction Notice (CN). The Department may issue a written notice informing Permittee that there is an unsafe, hazardous, damaged, or blighted condition within the Permit Area, or stating that the Permittee has otherwise failed to maintain the Permit Area as required by this Permit or stating that the Permittee has otherwise failed to comply with a term or terms of this Agreement (“**Correction Notice**”). The Correction Notice shall identify the issue, deficiency, or maintenance obligation that is the subject of the notice with reasonable particularity and specify the time for correction, which shall be no less than thirty (30) days; provided, however, to the extent that such correction cannot be completed using reasonable efforts within the initially specified timeframe, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such correction. In the event of an emergency or other situation presenting a threat to public health, safety, or welfare, the Director may require correction in less than thirty (30) days.

(b) Notice of Violation (NOV).

(i) The Department may issue a written notice of violation to the Permittee for failure to maintain the Permit Area and creating an unsafe, hazardous, damaged, or blighted condition within the Permit Area, failure to comply with the terms of this agreement, or failure to respond to the Correction Notice by abating the identified condition(s) within the time specified therein. The NOV shall identify each violation and any fines imposed per applicable code(s) or Agreement sections and specify the timeframe in which to cure the violation and pay the referenced fines (“**Notice of Violation**”), which shall not be less than thirty (30) days unless the violation creates an immediate threat to public health and safety.

(ii) Permittee shall have ten (10) business days to submit to the Department, addressed to the Director at 49 South Van Ness Avenue, San Francisco, CA 94103, or future Bureau address, a written appeal to the NOV or a written request for administrative review of specific items. If Permittee submits said appeal or request for review, the Director shall hold a public hearing on the dispute in front of an administrative hearing officer. The Director shall then issue a final written decision on his or her determination to approve, conditionally approve, modify, or deny the appeal based on the recommendation of the hearing officer and the information presented at the time of the hearing.

(c) Uncured Default. If the violation described in the Notice of Violation is not cured within ten (10) business days after the latter of (1) the expiration of the Notice of Violation appeal period or (2) the written decision by the Director following the hearing to uphold the Notice of Violation or sections thereof, said violation shall be deemed an “**Uncured Default**.” In the event of an Uncured Default, the Director may undertake either or both of the following:

(i) Cure the Uncured Default and issue a written demand to Permittee to pay the Department’s actual reasonable costs to remedy said default in addition to any fines or penalties described in the Notice of Violation within ten (10) business days (each such notice shall be referred to as a “**Payment Demand**”).

(ii) Notify Permittee that it must submit a Security Deposit (as defined in Section 8(d)) for the maintenance obligation that is the subject of the Notice of Violation. Alternatively, the Director may initiate the procedures under Public Works Code Section 786 to revoke the Permit with respect to the particular portion of the Permit Area that is the subject of the Notice of Violation and require a Right-of-Way Conversion (as defined in Section 5.9.A) with respect to that area, in the Director’s discretion.

(d) Security Deposit Required for Uncured Default.

If there is an Uncured Default as defined in Section 8(c) of this Agreement, then within thirty (30) business days of the Director's request, Permittee shall deposit with the Department the sum of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan on file with the Director (the “**Security Deposit**”) with respect to the maintenance obligation that is the subject of the Uncured Default, to secure Permittee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the PROW in the condition that the Director deems acceptable. When Permittee delivers the Security Deposit to the Department pursuant to the foregoing sentence, the Department shall have the right to require Permittee to proportionately increase the amount of the Security Deposit by an amount that reflects

the increase in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics (“Index”) published most immediately preceding the date the amount of the Security Deposit was established and the Index published most immediately preceding the date the Department delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Permittee’s obligations under this Agreement.

Permittee agrees that the Department may, but shall not be required to, apply the Security Deposit in whole or in part to remedy any damage to the PROW caused by Permittee, its agents, or the general public using the Permit Area to the extent that the Director of Public Works required Permittee to perform such remediation under this Agreement and Permittee failed to do so, or Permittee failed to perform any other terms, covenants, or conditions contained herein (including, but not limited to, the payment of any sum due to the Department hereunder either before or after a default). Notwithstanding the preceding, the Department does not waive any of the Department’s other rights and remedies hereunder or at law or in equity against the Permittee should Department use all or a portion of the Security Deposit. Upon termination of the Permitted Activities after an MEP Termination Event as described herein, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

Should the Department use any portion of the Security Deposit to cure any Uncured Default, Permittee shall replenish the Security Deposit to the original amount within ten (10) days of the date of a written demand from the Department for reimbursement of the Security Deposit. Subject to the following sentence, the Permittee’s obligation to replenish the Security Deposit shall continue for two (2) years from the date of the initial payment of the Security Deposit unless the Director, in his or her sole discretion, agrees to a shorter period; provided, however, that if the Director does not issue a new Notice of Violation related to the issues triggering the MEP Termination Event for a period of one year from the date of the initial payment of the Security Deposit, then, upon Permittee’s written request, the Director shall submit a check request to City’s Controller’s Office to have any remaining Security Deposit, less any administrative processing cost, delivered to Permittee. The Department’s obligations with respect to the Security Deposit are solely that of debtor and not trustee. The Department shall not be required to keep the Security Deposit separate from its general funds, and Permittee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Permittee under any provision of the Permit or this Agreement. Upon termination of the Permitted Activities after an MEP Termination Event, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

(e) Demand for Uncured Default Costs. Where the Permittee, or the owner of the Fronting Property associated with the Permit Area that is the subject of the Notice of Violation, has failed to timely remit the funds described in a Payment Demand, the Security Deposit, or to pay the City’s costs associated with the City’s performance of a Right-of-Way Conversion (collectively, “**Uncured Default Costs**”), the Director may initiate lien proceedings against the Fronting Property Owner for the amount of the Uncured Default Costs pursuant to Public Works Code Sections 706.4 through 706.7, Public Works Code Section 706.9, Administrative Code Section 80.8(d), or any other remedy in equity or at law.

9. COMPLIANCE WITH LAWS

Permittee shall, at its expense, conduct and cause to be conducted all activities under its control on the PROW allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the PROW any and all business and other licenses or approvals necessary to conduct the Permitted Activities. Nothing herein shall limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers. At the Director's written request, Permittee shall deliver written evidence of any such regulatory approvals Permittee is required to obtain for any of the Permitted Activities.

10. SIGNS

Permittee shall not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the PROW without the Director's written prior consent, which the Director may give or withhold in its sole discretion; provided, however, that Permittee may install any temporary sign that is reasonably necessary to protect public health or safety during the performance of a Permitted Activity.

11. UTILITIES

The Permittee shall be responsible for locating and protecting in place all above and below grade utilities from damage, when Permittee, or its authorized agent, elects to perform any work in, on, or adjacent to the Permit Area. If necessary, prior to or during the Permittee's execution of any work, including Permitted Activities, a utility requires temporary or permanent relocation, the Permittee shall obtain written approval from the utility owner and shall arrange and pay for all costs for relocation. If Permittee damages any utility during execution of its work, the Permittee shall notify the utility owner and arrange and pay for all costs for repair. Permittee shall be solely responsible for arranging and paying directly to the City or utility company for any utilities or services necessary for its activities hereunder.

Permittee shall be responsible for installing, maintaining, and paying for utility services necessary to support any Improvements, such as light fixtures, water fountains, storm drains, etc. in the Permit Area that are included in the Permit.

12. NO COSTS TO CITY; NO LIENS

Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the PROW pursuant to this Agreement, and shall keep the PROW free and clear of any liens or claims of lien arising out of or in any way connected with its (and not others') use of the PROW pursuant to this Agreement.

13. “AS IS, WHERE IS, WITH ALL FAULTS” CONDITION OF PROW; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee acknowledges and agrees that Permittee shall install the Improvements contemplated in the permit application for the Improvements and has full knowledge of the condition of the Improvements and the physical condition of the PROW. Permittee agrees to use the PROW in its “AS IS, WHERE IS, WITH ALL FAULTS” condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the PROW or any facilities on the PROW for Permittee's performance of the Permitted Activities. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules, and ordinances governing the use of the PROW, and to any and all covenants, conditions, restrictions, encroachments, occupancy, permits, and other matters affecting the PROW, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the PROW and all matters relating to its use of the PROW hereunder, including, without limitation, the suitability of the PROW for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the PROW in the manner contemplated hereby.

Under California Civil Code Section 1938, to the extent applicable to this Agreement, Permittee is hereby advised that the PROW has not undergone inspection by a Certified Access Specialist ("CAS") to determine whether it meets all applicable construction-related accessibility requirements.

14. TERMS OF ASSIGNMENT; PERMIT BINDING UPON SUCCESSORS AND ASSIGNEES; NOTICE OF ASSIGNMENT

(a) This Agreement shall be the obligation of Permittee and each future fee owner of all or any of the Permittee's Property, and may not be assigned, conveyed, or otherwise transferred to any other party, including a homeowners' association or commercial owners' association established for the benefit of the Permittee, unless approved in writing by the Director or otherwise permitted by the Conditional Use Authorization. This Agreement shall bind Permittee, its successors and assignees, including all future fee owners of all or any portion of the Fronting Property, with each successor or assignee being deemed to have assumed the obligations under this Agreement at the time of acquisition of fee ownership or assignment; provided, however, that if any or all of the Fronting Property is converted into condominiums, the obligations of Permittee under this Agreement shall be those of the homeowners' association or commercial owners' association established for such condominiums, except the individual owners of such condominiums shall assume the Permittee's obligations in the event the homeowners association ceases to exist or fails to remit the Uncured Default Costs in the time that the Director specifies in the Payment Demand.

It is intended that this Agreement binds the Permittee and all future fee owners of all or any of the Fronting Property only during their respective successive periods of ownership; and

therefore, the rights and obligations of any Permittee or its respective successors and assignees under this Agreement shall terminate upon transfer, expiration, or termination of its interest in the Fronting Property, except that its liability for any violations of the requirements or restrictions of this Agreement, or any acts or omissions during such ownership, shall survive any transfer, expiration, or termination of its interest in the Fronting Property.

(b) Lender. A “**Lender**” means the beneficiary named in any deed of trust that encumbers all or a portion of the Fronting Property and is recorded in the Official Records of San Francisco County (the “Deed of Trust”). All rights in the Fronting Property acquired by any party pursuant to a Deed of Trust shall be subject to each and all of the requirements and obligations of the Permit and this Agreement and to all rights of City hereunder. Any Lender that takes possession or acquires fee ownership of all or a portion of the Permittee’s Fronting Property shall automatically assume the Permittee’s obligations under the Permit and this Agreement for the period that Lender holds possession or fee ownership in Permittee’s Fronting Property. None of such requirements and obligations is or shall be waived by City by reason of the giving of such Deed of Trust, except as specifically waived by City in writing.

15. TRANSFER AND ACCEPTANCE PROCEDURES

This Permit, and the accompanying benefits and obligations are automatically transferred to any successor property owner(s). If the Permittee is selling the property, the successor owner(s) shall submit contact information to the Department immediately upon closing on the property sale along with an acknowledgement that the successor owner(s) shall accept and assume all Permit responsibilities. The Department may require that such a transfer be evidenced by a new written Agreement with the Director and require evidence of insurance to be submitted within a specified period of time.

16. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Agreement may create a possessory interest subject to property taxation with respect to privately-owned or occupied property in the PROW, and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on Permittee's interest under this Agreement or use of the PROW pursuant hereto and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the PROW that may be imposed upon Permittee by applicable law (collectively, a "Possessory Interest Tax"). Permittee shall pay all of such charges when they become due and payable and before delinquency. The parties hereto hereby acknowledge that the PROW will be a public open space during the term of this Agreement and Permittee’s use of the PROW pursuant to this Agreement is intended to be non-exclusive and non-possessory.

17. PESTICIDE PROHIBITION

Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on

PROW, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Permittee to submit to the Director an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the PROW during the term of this Agreement, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Permittee, through the Director, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 303 thereof.

18. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the PROW. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

19. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the PROW. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

20. CONFLICTS OF INTEREST

Through its execution of this Agreement, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Agreement, Permittee shall immediately notify the City.

21. FOOD SERVICE WASTE REDUCTION

If there is a City permit or authorization for the Permit Area that will allow food service, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein and the Permittee will be treated as a lessee for purposes of compliance with Chapter 16. This provision is a material term of this Agreement. By entering into this Agreement, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather as mutually agreed upon monetary damages sustained by City because of Permittee's failure to comply with this provision.

22. GENERAL PROVISIONS

Unless this Agreement provides otherwise: (a) This Agreement may be amended or modified only in writing and signed by both the Director and Permittee; provided that the Director shall have the right to terminate or revoke the Permit in accordance with this Agreement. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made in the sole and absolute discretion of the Director or other authorized City official. (d) This Agreement (including its Attachments and associated documents hereto), the Permit, the Board of Supervisors legislation approving the Permit, and any authorization to proceed, discussions, understandings, and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Director shall have the sole discretion to interpret and make decisions regarding any and all discrepancies, conflicting statements, and omissions found in the Permit, Agreement, the Agreement's Attachments and associated documents, and Construction Plans, if applicable. (f) Time is of the essence in each and every provision hereof. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience, notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person, then the obligations of each person shall be joint and several. (j) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (k) City is the sole beneficiary of Permittee's obligations under this Agreement. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for any public purposes whatsoever,

nor shall it give rights to the parties expressly set forth above. Without limiting the foregoing, nothing herein creates a private right of action by any person or entity other than the City. (l) This Agreement does not create a partnership or joint venture between the City and Permittee as to any activity conducted by Permittee in its performance of its obligations under this Agreement. Permittee shall not be deemed a state actor with respect to any activity conducted by Permittee on, in, around, or under the Improvements pursuant to this Agreement.

23. INDEMNIFICATION

Permittee, on behalf of itself and its successors and assigns (“**Indemnitors**”), shall indemnify, defend, and hold harmless (“**Indemnify**”) the City including, but not limited to, all of its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the Department, and all of the heirs, legal representatives, successors, and assigns (individually and collectively, the “**Indemnified Parties**”), and each of them, for any damages the Indemnified Parties may be required to pay as satisfaction of any judgment or settlement of any claim (collectively, “**Claims**”), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Permit Area arising from the Permitted Activities, with the exception of Claims arising from the City’s failure to maintain one or more Improvements after agreeing to perform such maintenance and accepting funding from Permittee for that purpose; (b) any default by such Indemnitors in the observation or performance of any of the terms, covenants, or conditions of this Permit to be observed or performed on such Indemnitors’ part; and (c) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Indemnitors in, under, on, or about the Permit Area arising from the Permitted Activities. These indemnification obligations of the Permittee shall except any Claims to the extent caused exclusively by the gross negligence or willful misconduct of the City. Permittee on behalf of the Indemnitors specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this Indemnity even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to such Indemnitors by the City and continues at all times thereafter, but only if such Claim falls within the scope of these indemnification obligations. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work. It is expressly understood and agreed that the applicable Indemnitor shall only be responsible for claims arising or accruing during its period of ownership of the Fronting Property.

24. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

25. FORCE MAJEURE

If Permittee is delayed, interrupted, or prevented from performing any of its obligations under this Agreement, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of Permittee, and such delay, interruption, or prevention is due to fire, natural disaster, act of God, war, terrorism, riot, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, epidemics, pandemics, and related governmental orders and requirements (and private sector responses to comply with those orders and requirements) or any cause outside such Party's reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within thirty (30) days of the occurrence of the event, the time for performance of the affected obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption, or prevention.

[Signature Page to Follow]

In witness whereof the undersigned Permittee(s) have executed this agreement this _____ day of _____, 20____.

PERMITTEE:

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS, a
municipal corporation

Fronting Property Owner or Official
authorized to bind Permittee

City Engineer

Secondary Official authorized to bind
Permittee

Director of Public Works

ATTACHMENT 1
DESCRIPTION/LOCATION OF PERMITTEE'S PROPERTY

LEGAL DESCRIPTION

530 SANSOME STREET (APN 0206-017)

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED RECORDED OCTOBER 4, 1967 IN BOOK B182, PAGE 400, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WASHINGTON STREET (49.229 FEET WIDE) AND THE EASTERLY LINE OF SANSOME STREET (67.44 FEET WIDE); RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF SANSOME STREET 122 FEET TO THE NORTHERLY LINE OF MERCHANT STREET (31.00 FEET WIDE); THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF MERCHANT STREET 90.26 FEET; THENCE NORTHERLY 122 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 90.292 FEET EASTERLY FROM SAID EASTERLY LINE OF SANSOME STREET; THENCE WESTERLY ALONG SAID LINE OF WASHINGTON STREET 90.292 FEET TO THE POINT OF COMMENCEMENT.

BEING A PART OF BEACH AND WATER LOTS 133, 134, AND 135

EXCEPTING THEREFROM THAT PORTION OF WASHINGTON STREET THAT WAS DEDICATED PER RESOLUTION NO. 403-74 DATED JUNE 3, 1974 AND SHOWN AS PARCEL 1 ON THAT CERTAIN MAP ENTITLED "MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST." FILED FOR RECORD SEPTEMBER 11, 1974, IN BOOK "W" OF MAPS, AT PAGE 27, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER SOUTHERLY LINE OF WASHINGTON STREET (49.229 FEET WIDE) PRIOR TO THE DEDICATION THEREOF PER SAID RESOLUTION NO. 403-74 WITH THE EASTERLY LINE OF SANSOME STREET (67.44 FEET WIDE); THENCE EASTERLY ALONG SAID LINE OF FORMER WASHINGTON STREET 90.292 FEET; THENCE ON A DEFLECTION ANGLE OF 90°00'54" TO THE RIGHT, ALONG A LINE WHOSE END POINT IS ON THE NORTHERLY LINE OF MERCHANT STREET (31.00 FEET WIDE), DISTANT THEREON 90.26 FEET EASTERLY FROM SAID EASTERLY LINE OF SANSOME STREET, 23.00 FEET TO A POINT ON THE CURRENT SOUTHERLY LINE OF WASHINGTON STREET (72.229 FEET WIDE) AFTER THE DEDICATION THEREOF PER SAID RESOLUTION NO. 403-74, SAID SOUTHERLY LINE OF WASHINGTON STREET BEING ON A LINE THAT IS PARALLEL WITH AND PERPENDICULARLY DISTANT SOUTHERLY 23.00 FEET FROM SAID FORMER LINE OF WASHINGTON STREET; THENCE ON A DEFLECTION ANGLE OF 89°59'06" TO THE RIGHT, ALONG SAID CURRENT SOUTHERLY LINE OF WASHINGTON STREET 90.286 FEET TO SAID EASTERLY LINE OF SANSOME STREET; THENCE AT A RIGHT ANGLE NORTHERLY, ALONG SAID LINE OF SANSOME STREET 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,937± SQ.FT.

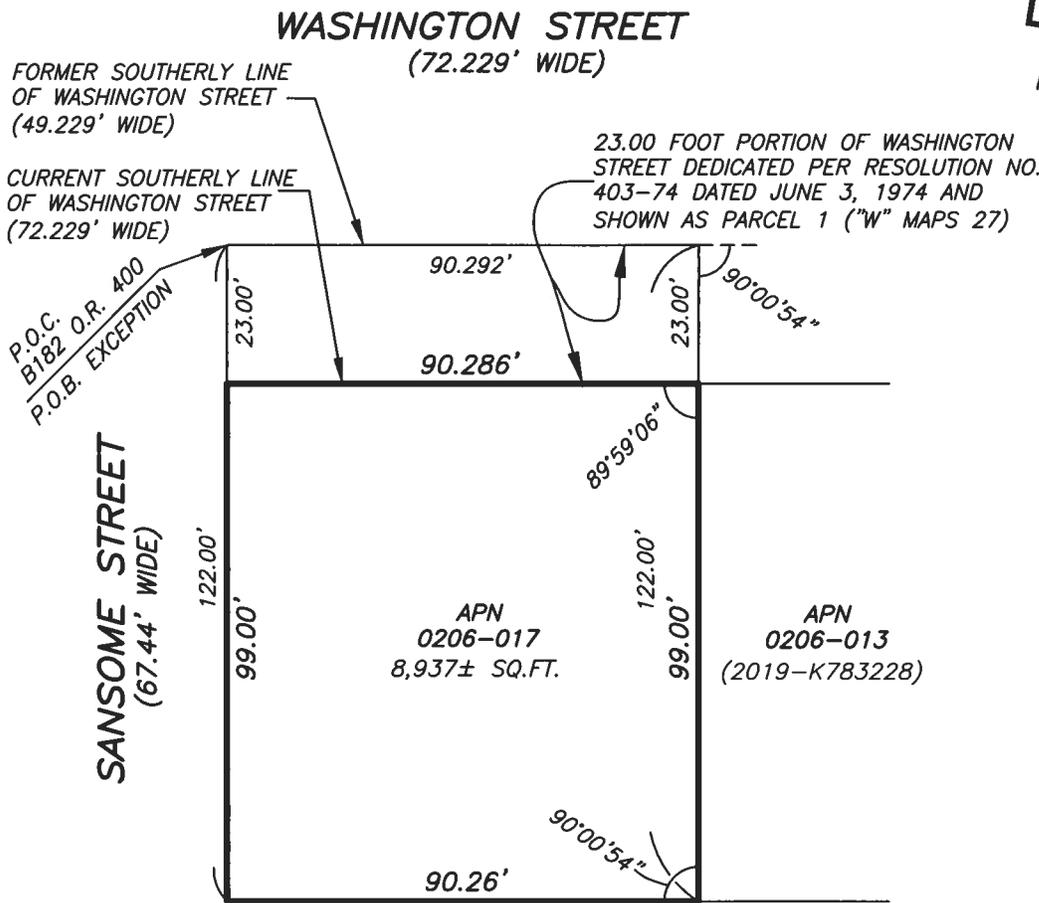
THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

B. B. R.

JUNE 3, 2025

BENJAMIN B. RON, PLS 5015





LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS

MAP REFERENCE

"MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST.", WHICH MAP WAS FILED FOR RECORD SEPTEMBER 11, 1974, IN BOOK "W" OF MAPS, AT PAGE 27.

GENERAL NOTES

1. ALL PROPERTY LINE ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



ASSESSOR'S
BLOCK 0206
SAN FRANCISCO,
CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BY JP CHKD. BR DATE 5-29-25 SCALE NONE SHEET 1 OF 1 JOB NO. S-9745

MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500
S-9745 BNDY PLAT_LOT 17.dwg

LEGAL DESCRIPTION

APN 0206-013

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND WHICH IS SITUATED AS AFORESAID, AND WHICH IS BOUNDED BY A LINE COMMENCING AT A POINT IN THE SOUTHERLY LINE OF WASHINGTON STREET (AS EXISTED PRIOR TO THE WIDENING THEREOF), DISTANT THEREON 90 FEET AND 3-1/2 INCHES EASTERLY FROM THE POINT OF INTERSECTION OF SAID LINE OF WASHINGTON STREET WITH THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE EASTERLY ON AND ALONG SAID SOUTHERLY LINE OF WASHINGTON STREET 47 FEET 5-1/2 INCHES; THENCE SOUTHERLY 122 FEET, MORE OR LESS, AND TO A POINT IN THE NORTHERLY LINE OF MERCHANT STREET WHICH IS DISTANT THEREON 137 FEET 9-1/2 INCHES EASTERLY FROM THE POINT OF INTERSECTION OF SAID LINE OF MERCHANT STREET WITH THE EASTERLY LINE OF SANSOME STREET; THENCE WESTERLY, ON AND ALONG SAID LINE OF MERCHANT STREET, 47 FEET AND 6-3/8 INCHES; AND THENCE NORTHERLY 122 FEET TO THE SAID SOUTHERLY LINE OF WASHINGTON STREET AND SAID POINT OF COMMENCEMENT. THE SAME BEING A PORTION OF BEACH AND WATER LOTS NUMBERS 133, 134 AND 135, AS THE SAME ARE NUMBERED, DELINEATED AND SHOWN ON THE OFFICIAL MAP OF SAID CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM SUCH PORTION OF THE SAME AS IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED MAY 14, 1967 AND RECORDED AUGUST 9, 1967 IN BOOK B167, OF OFFICIAL RECORDS, PAGES 723 AND 724.

CONTAINING 4,703± SQ.FT.

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

B. B. Ron

JUNE 3, 2025

BENJAMIN B. RON, PLS 5015



LEGAL DESCRIPTION

APN 0206-014

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 137 FEET AND 9 INCHES EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF WASHINGTON STREET 40 FEET AND 6 INCHES, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 97 FEET WESTERLY FROM THE WESTERLY LINE OF BATTERY STREET; THENCE AT A RIGHT ANGLE SOUTHERLY 122 FEET TO THE NORTHERLY LINE OF MERCHANT STREET; THENCE WESTERLY ALONG SAID LINE OF MERCHANT STREET 40 FEET AND 6 INCHES, MORE OR LESS, TO A POINT ON THE SAID LINE OF MERCHANT STREET, DISTANT THEREON 137 FEET AND 9-1/2 INCHES EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; RUNNING THENCE NORTHERLY 122 FEET TO THE SOUTHERLY LINE OF WASHINGTON STREET AND THE POINT OF BEGINNING.

BEING PART OF 50 VARA BLOCK NO. 35

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND CONVEYED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED MAY 26, 1967, IN BOOK B146, PAGE 875 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 137.750 FEET EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET, AND THENCE RUNNING EASTERLY ALONG SAID LINE OF WASHINGTON STREET 40.50 FEET, MORE OR LESS, TO A POINT ON SAID SOUTHERLY LINE OF WASHINGTON STREET, DISTANT THEREON 97 FEET WESTERLY FROM THE WESTERLY LINE OF BATTERY STREET; THENCE AT A RIGHT ANGLE SOUTHERLY 23 FEET; THENCE AT A RIGHT ANGLE WESTERLY 40.50 FEET, MORE OR LESS, TO A LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT ON THE NORTHERLY LINE OF MERCHANT STREET, DISTANT THEREON 137.792 FEET EASTERLY FROM THE EASTERLY LINE OF SANSOME STREET; THENCE RUNNING NORTHERLY ALONG SAID LINE SO DRAWN 23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 50 VARA BLOCK NO. 35

CONTAINING 4,094± SQ. FT.

THIS DESCRIPTION WAS PREPARED BY ME IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

Bj-B.R.

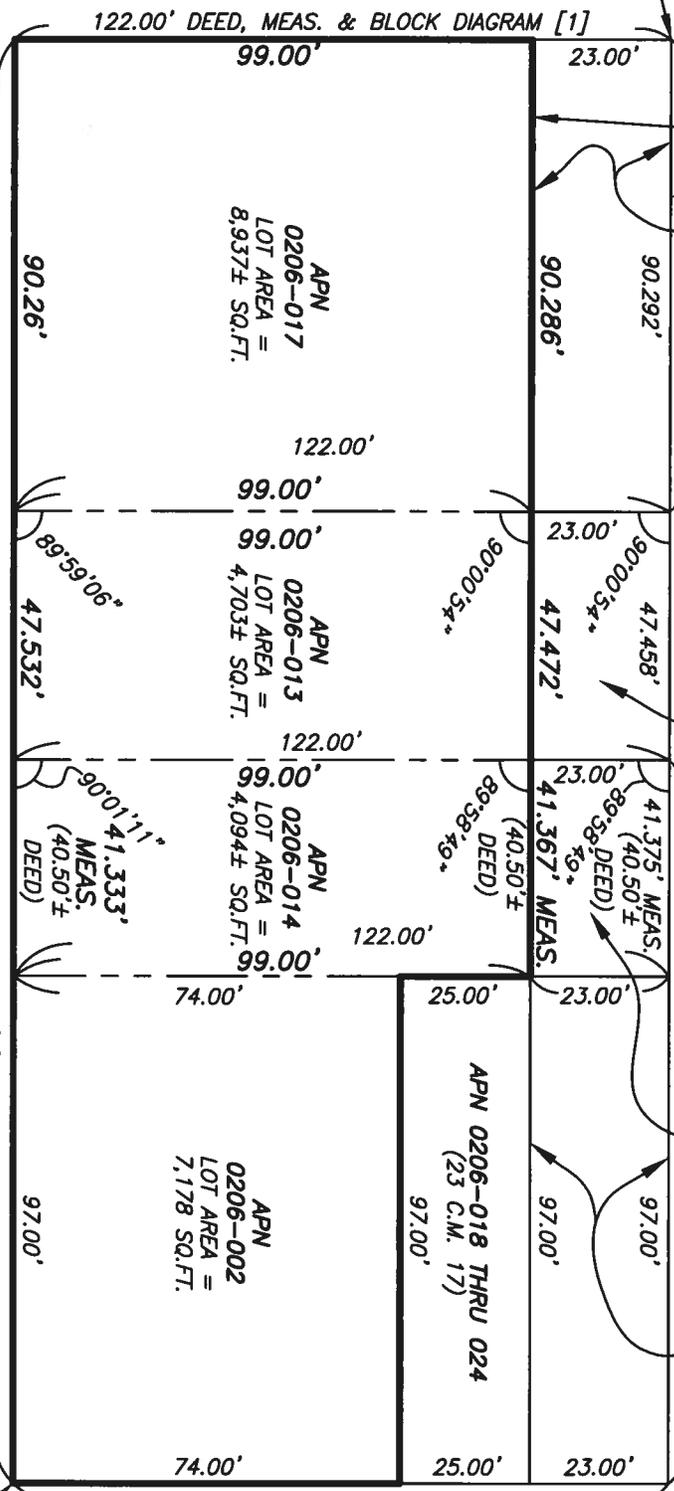
JUNE 3, 2025

BENJAMIN B. RON, PLS 5015



FORMER SOUTHERLY LINE OF WASHINGTON STREET (49.229' WIDE)
 CURRENT SOUTHERLY LINE OF WASHINGTON STREET (72.229' WIDE)
 AREA EXCEPTED PER BOOK "W" MAPS, PAGE 27 [2]
 WASHINGTON STREET (72.229' WIDE)
 EX. LOT 013 (B167 O.R. 723)
 EX. LOT 014 (B146 O.R. 875)
 23 FOOT STREET WIDENING PER BOOK "W" MAPS, PAGE 27 [2]

SANSOME STREET
 (67.44' WIDE)



LEGEND
 APN ASSESSOR'S PARCEL NUMBER
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 EX. EXCEPTION
 MEAS. MEASURED
 O.R. OFFICIAL RECORDS
 C.M. CONDOMINIUM MAPS
 PERIMETER PROPERTY LINE
 LOT LINE

MAP REFERENCE
 [1] BLOCK DIAGRAM OF 50 VARA BLOCK 35 DATED APRIL 24, 1908 ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.
 [2] "MAP SHOWING THE WIDENING OF WASHINGTON STREET FROM BATTERY ST. TO SANSOME ST.", WHICH MAP WAS FILED FOR RECORD SEPTEMBER 11, 1974, IN BOOK "W" OF MAPS, AT PAGE 27.

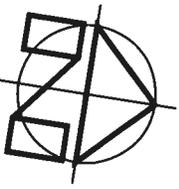
GENERAL NOTES

1. ALL PROPERTY LINE ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

447 BATTERY AND 530 SANSOME PROJECT

BY JP CHKD. BR DATE 6-3-25 SCALE NONE SHEET 1 OF 1 JOB NO. S-9745

MARTIN M. RON ASSOCIATES, INC.
 LAND SURVEYORS
 859 HARRISON STREET
 SAN FRANCISCO, CA. 94107
 (415) 543-4500



S-9745 BNDY_PLAT_LOTS 2-13-14-17.dwg

ATTACHMENT 2

DESCRIPTION/LOCATION OF PERMIT AREA AND THE IMPROVEMENTS

(The Schematic Design Plan of the Improvements is on file with the Clerk of the Board of Supervisors in File No. 250802.)

**ATTACHMENT 3A
MAINTENANCE MATRIX**

(The Draft Maintenance Matrix is attached to the Schematic Design of the Improvements that is on file with the Clerk of the Board of Supervisors in File No. 250802.)

ATTACHMENT 3B
MAINTENANCE PLAN
(LIST OF TASKS/SERVICES AND COSTS)

Maintenance Plan.

[This Plan is for illustrative purposes only. Permittee shall include the Maintenance Plan tailored to the specifics of the particular Permit. Permittee also shall identify to the extent possible any work that would be performed by a CBD, BID, CFD, or other Special Tax Entity.]

The following scope of work is intended to define, describe, state, and outline the Permittee's maintenance, repair, and replacement obligations within the Permit Area and the Public Right-of-Way.

I. DAILY SERVICES. (x [job title] at x hours per day at a rate of \$x per hour)

The Encroachment Permit area and its perimeter is to be kept clean and neat, free from trash, debris, fallen leaves and waste. Each day Owner is expected to perform the following minimum cleaning operations:

A. General Maintenance

1. Wipe and clean all steel, metal, steel, benches, lamps, glass, gates, planters, railings, boulders, cobblestone, drinking fountain, signs and other surfaces.

2. Remove foreign matter from sidewalks and tree containers surrounding trees before 8:00 am.

3. Sweep or blow clean all walkways, curbs and gutters within and around Public Right-of-Way.

4. Inspect for graffiti daily and remove graffiti within the earlier to occur of the following: (1) forty-eight hours of discovery by Owner or (2) upon receiving any written City request for such removal; "Graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement on the Public Right-of-Way, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards or fencing, without the consent of the City or its authorized agent. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; (2) any mural or other painting authorized to be in the Public Right-of-Way, either permanent or temporary; or (3) any sign or banner that is authorized by the City's Director of Public Works.

B. Trash

1. Keep trash areas clean and swept and maintain adequate bins for trash, or as otherwise directed in writing by City's Director of Public Works.

2. Empty trash, causing deposited items to be thrown away as appropriate and re-line bins.

II. WEEKLY SERVICES (x [job title] at x hours per week at a rate of \$x per hour)

A. Landscaping

1. Tree maintenance, as needed.
2. Prune back shrubs.
3. Water all plants as necessary to keep green and in good condition.
4. Collect all dead leaves.
5. Prune all groundcover overhanging onto walkways and grass areas.
6. Remove litter and leaves from plants, planters and tree wells.
7. Remove any broken or fallen branches from trees; remove sucker growth from tree trunks.
8. Remove any weeds larger than 2 inches (5 cm) high or wide (at the designated time for performing the weekly services) from planters. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
9. Replace bark mulch or rocks that have been knocked or washed out of planters or planting areas. Smooth mulch or rock layer if it has been disturbed.
10. Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement (such as dying or dead plants).
11. Hand water any plants that are dry and stressed.
12. Treat for any signs of disease or pest infestation. Report to City any treatments for disease or pest control.
13. Check the irrigation system. Make emergency and routine repairs as needed.
14. Adjust the irrigation controllers for current water needs of plants.

B. Drain covers to be checked and debris cleared away as needed.

C. Power wash all sidewalks and paved areas two (2) times a week and as needed during any rainy season.

D. Wash trash bins weekly.

E. Clean, wipe and polish all lamps (high to low areas) and signs.

IV. YEARLY (x [job title] at x hours per year at a rate of \$x per hour)

A. Trim trees annually unless needed on a more regular basis or as required on a case-by-case basis.

B. Every two years, apply anti-graffiti coating to all surfaces except for the City artwork, if any is included in the design.

C. Every three years apply concrete reveal.

V. GENERAL

All repairs and replacements made by Owner or its employees, contractors, subcontractors, agents or representatives within the Public Right-of-Way as part of the Maintenance Work shall be performed: (a) at no cost to the City; (b) with materials and techniques that are equal or better in quality, value and utility to the original material or installation, if related to repair or replacement of existing improvements; (c) in a manner and using equipment and materials that will not unreasonably interfere with or impair the operations, use or occupation of the Public Right-of-Way; and (d) in accordance with all applicable laws, rules and regulations.

If any Maintenance Work performed by or for Owner at the Public Right-of-Way does not meet the quality standards set forth herein, as determined by the Director of Public Works or the Director of the City’s Department of the Environment, such work shall be re-done by Owner at its sole cost.

Description	Unit	Quantity	Unit Price	Total Cost
Daily Tasks	Hour			
Weekly Tasks	Hour			
Annual Tasks	Hour			
Rental costs	Each			

Total:

Maintenance and Other Costs.

[This shall include estimate annual operating and maintenance costs, replacement costs, costs for any specialized equipment, etc. See Section 2.7 for the required information.]

**ATTACHMENT 4
OPERATION AND MAINTENANCE MANUALS
(IF APPLICABLE)**



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211940

DIRECTOR’S DECISION FOR MAJOR ENCROACHMENT PERMIT NO. 25ME-00013 RELATED TO THE 530 SANSOME MIXED-USE TOWER AND FIRE STATION 13 DEVELOPMENT AGREEMENT PROJECT

APPLICANT: EQX JACKSON SQ HOLDCO LLC
c/o Related California
44 Montgomery Street, Suite 1300
San Francisco, CA 94104

LOCATION: On Merchant St between Sansome and Battery Street adjacent to 425 Washington Street, 439-447 Washington Street, and 530 Sansome Street as shown in attached Exhibit A

DESCRIPTION OF REQUEST: To occupy a portion of the public right-of-way on Merchant St between Sansome and Battery Streets adjacent to 425 Washington Street, 439-447 Washington Street, and 530 Sansome Street for the purpose of installing and maintaining encroachments generally including but not limited to: decorative roadway and sidewalk paving, tabletop crosswalks, overhead string lighting, various pedestrian- and bike-oriented improvements, other non-standard infrastructure, and new street trees as part of the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Agreement Project (the “Project”); waive certain requirements under Public Works Code Sections 724.7 (construction occupancy fee), 786.4 (final review of certain City departments prior to Public Works hearing), and 806 (street tree removal notice and appeal and replacement at or exceeding requirements) and Administrative Code Section 1.51 (acceptance of public infrastructure) in order to implement the Major Encroachment Permit and the Project; and delegate to the Public Works Director the authority to accept an irrevocable offer for the public infrastructure in Merchant St, dedicate such infrastructure to public use, designate it for street and roadway purposes, and accept it for City maintenance and liability purposes.

BACKGROUND AND FINDINGS:

The Public Works Director (“Director”) acknowledges the following facts and makes the findings set forth below in support of the decisions and recommendations in this Order:

1. This Order shall be dated for reference purposes as July 24, 2025.
2. The applicant requested a Major Encroachment Permit (“MEP”) to occupy an approximately 9,580 square foot portion of the Merchant Street public right-of-way between Sansome and Battery Streets adjacent to 425 Washington Street, 439-447 Washington Street, and 530 Sansome Street to generally install and maintain: (1) decorative roadway and sidewalk surface paving treatment, (2) tabletop crosswalks at the entrances on Battery Street and Sansome Street, (3) overhead string lighting, (4) various pedestrian- and bike-oriented amenities, (5) other non-standard infrastructure, and (6) new street trees (collectively, the “Encroachments”).

3. The Encroachments are a required component of the Development Agreement (“Development Agreement”) associated with the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project (also known as the 530 Sansome and 447 Battery Street Development Project or “Project”) and addressed in legislation on file with the Clerk of the Board of Supervisors in File No. 250698. The applicant’s description of the Encroachments, the related schematic design plan, and a proposed maintenance matrix addressing the Encroachments are contained in the Development Agreement’s Exhibit E, which is also included as Attachment B to this Order.
4. The Encroachments are based on a schematic design plan that has been reviewed in concept by City departments at previous meetings of the Street Design Advisory Team (“SDAT”) led by the Planning Department and received no objections from impacted City departments.
5. The Encroachments will be constructed per a future street improvement permit (“SIP”), which shall be in general conformance with the previously reviewed schematic design plan, and reviewed by the impacted City departments and finally approved by Public Works.
6. The applicant proposes to assume maintenance and liability of the Encroachments subject to an executed MEP and Maintenance Agreement.
7. The Planning Department, by Resolution No. 21775, stated that the Encroachments are in conformity with the General Plan.
8. Public Works held a Public Hearing on the MEP application on July 23, 2025 in accordance with PWC Section 786 et seq, as duly noticed per Order 211900, and staff presented a recommendation to approve the proposed Encroachments to be maintained by EQX JACKSON SQ HOLDCO LLC, or its assignee.
9. There was no public comment or opposition to the application during the notification period or Public Hearing.
10. On July 23, 2025, following a Public Hearing, the Hearing Officer made a recommendation for approval of the proposed MEP.

ADDITIONAL FINDINGS:

- a) In order to implement these Encroachments, the Development Agreement, and the Project, the waiver of certain requirements under Public Works Code Sections 724.7 (construction occupancy fee), 786.4 (final review of certain City departments prior to Public Works hearing), and 806 (street tree removal notice and appeal and replacement at or exceeding requirements) and Administrative Code Section 1.51 (acceptance of public infrastructure) are necessary as described below.
- b) The Director determines that given the construction schedule to build all elements of the Project contemplated in the Development Agreement and the public benefits associated with the Project, the Director determines that the waiver of the construction occupancy fee for the Project’s use of Merchant Street for construction staging under Public Works Code Section 724.7 is necessary.
- c) The Director determines under Public Works Code Section 786.7(f)(3) that the waiver of the public right-of way occupancy assessment fee for improvements is necessary because said Encroachments are a condition of a City-approved Development Agreement.
- d) The Director determines that since the schematic design plan has been extensively reviewed in concept by City departments and in various public forums that have already occurred, and because the final design will be further reviewed in detail by City departments through the SIP process prior to permit issuance and construction, an

additional review by the Transportation Advisory Staff Committee, as required by Public Works Code Section 786.4, is not necessary prior to the approval of this MEP, in general accordance with common practice on other Development Agreement projects that receive extensive City department review.

- e) The Director determines that since the street tree removal and replacement program associated with the MEP is pending before the Board of Supervisors, the waiver of a separate hearing and appeal process associated with street tree removal under Public Works Code Section 806 is necessary.
- f) The Director determines that the sidewalk width widening to be constructed by the Project is limited to one street block on Merchant Street between Sansome and Battery Streets and qualifies for administrative approval in accordance with Ordinance No. 34-12. A copy of this ordinance is on file with the Clerk of the Board of Supervisors in File No. 111281.
- g) The Director determines that in order to streamline the acceptance and timely reopening of the public right-of-way upon completion of the construction of the Encroachments, the delegation to the Public Works Director the authority under California Streets and Highways Code Section 1806 and Administrative Code Sections 1.51 et seq. to accept an irrevocable offer for the public infrastructure in Merchant St, dedicate such infrastructure to public use, designate if for street and roadway purposes, accept it for City maintenance and liability purposes, subject to specified limitations, would be advantageous to the Project, the Department, and the general public

RECOMMENDATION:

1. The Director recommends that the Board of Supervisors (the "Board") approve the Major Encroachment Permit (MEP) to permit EQX JACKSON SQ HOLDCO LLC or its assignee to occupy an approximately 9,580 square foot portion of the Merchant Street public right-of-way between Sansome and Battery Streets adjacent to 425 Washington Street, 439-447 Washington Street, and 530 Sansome Street to generally install and maintain: (1) decorative roadway and sidewalk surface paving treatment, (2) tabletop crosswalks at the entrances on Battery Street and Sansome Street, (3) overhead string lighting, (4) various pedestrian- and bike-oriented amenities, (5) other non-standard infrastructure, and (6) new street trees, subject to the following conditions: (1) a final approved street improvement permit ("SIP") that shall be in general conformance with the schematic design plans approved with the application; (2) construction work shall not commence until Permittee obtains all construction authorizations from Public Works; (3) Permittee and Public Works execute a final maintenance agreement; and (4) Public Works inspects the completed work and issues a Notice of Completion.
2. The Director recommends that the Board approve the MEP described above subject to the Permit, Maintenance Agreement, or other such document ensuring maintenance of the encroachments as may be required by Public Works, being approved by the Director and, if required by the Director, recorded in the City and County Assessor-Recorder's Office.
3. The Director recommends that the Board waive certain requirements under Public Works Code Sections 724.7 (construction occupancy fee), 786.4 (final review of certain City departments prior to Public Works hearing), and 806 (street tree removal notice and appeal and replacement at or exceeding requirements) and Administrative Code Section 1.51 (acceptance of public infrastructure) to implement the Encroachments, the Development Agreement, and the Project.

4. The Director recommends that the Board acknowledge the Director's determination under Public Works Code Section 786.7(f)(3) that the public right-of way occupancy assessment fee for improvements is waived because said Encroachments are a condition of a City-approved Development Agreement.
5. The Director recommends that the Board acknowledge the Director's determination that the sidewalk width widening to be constructed by the Project qualifies for administrative approval in accordance with Ordinance No. 34-12.
6. The Director recommends that the Board delegate to the Director the authority to accept an irrevocable offer for the public infrastructure in Merchant Street, dedicate such infrastructure to public use, designate if for street and roadway purposes, and accept it for City maintenance and liability purposes, subject to specified limitations, in order to streamline the acceptance and timely reopening of the public right-of-way upon completion of the construction of the Encroachments.
7. The Director recommends that the Board delegate to the Director authority to approve assignments of rights and obligations from the original permittee to the permittee's agent, successor, or assignee or to such other assignees as may be described in the subject MEP.
8. The Director recommends that the MEP shall not be effective until the Permittee executes and acknowledges the Permit and delivers said permit and all required documents and fees to Public Works.

X  C907BA0BD82C4E6...

Phan, Denny
Bureau Manager, Infra & Dev Permitting

X  553C76966F59480...

Rivera, Patrick
Acting City Engineer

X  073CF73A4EA6486...

Short, Carla
Director of Public Works

Attachment B: Development Agreement Exhibit E

EQX JACKSON SQ HOLDCO LLC
c/o Related California
44 Montgomery Street, Suite 1300
San Francisco, CA 94104

June 10, 2025

Denny Phan, PE
Bureau Manager
Infrastructure & Development Permitting
San Francisco Public Works
49 South Van Ness Avenue, 9th Floor
San Francisco, CA 94103

**Re: 530 Sansome Street and Fire Station 13 Development Project – Merchant Street Improvements
San Francisco Public Works’ Consent for Schematic Design & Maintenance Approach**

Dear Mr. Phan:

This letter is in reference to a proposed Development Agreement (“DA”) by and between The City & County of San Francisco (“City”) and EQX JACKSON SQ HOLDCO LLC (“Developer”) relative to the development project known as the 530 Sansome Street and Fire Station 13 Development Project (“Project”). Pursuant to the DA, the Developer would construct across the entire existing public right-of-way on Merchant Street between Sansome Street and Battery Street privately-maintained public open space improvements (“Merchant Street Improvements”).

The improvements (described in more detail below) would be nonstandard and maintained by Developer in accordance with a future Major Encroachment Permit (“MEP”) granted by the Department of Public Works (“Public Works”). The DA provides for Developer, Planning, and jurisdiction-having City departments and agencies to work on the final design of the Merchant Street Improvements. The Board of Supervisors (“BOS”) would conditionally approve the MEP at the same time as the Project’s DA, subject to Public Works issuing a subsequent Street Improvement Permit (“SIP”), the City and Developer finalizing and executing a Maintenance Agreement (“MEP Maintenance Agreement”), and determining construction completion by issuing a written Notice of Completion.

Impacted City departments including Public Works, SFMTA, San Francisco Fire Department (“SFFD”), SFPUC, and the Planning Department have previously reviewed the preliminary design via the Street Design Advisory Team (SDAT) process. An SDAT Review Letter was issued on November 20, 2024, and the Developer provided a responses letter on January 10, 2025. A March 6, 2025 plan check letter from the Planning Department confirmed no further SDAT review was required. At the request of the City, Developer has since completed an update survey of Merchant Street, the details of which are reflected in the updated site and landscape sheets attached hereto as Attachment A.

The Developer now requests that Public Works (1) confirm that the schematic design submittal in Attachment A (to be attached to the DA) is consistent with the plans previously reviewed by DPW through SDAT and (2) consent to the intent of the schematic design and the MEP proposed for conditional approved by the BOS with the DA. Public Works’ consent would be subject to the Developer’s application for, and Public Works’ design review and processing of a SIP, which will require the final review and approval of impacted City departments, and a MEP approved by Public Works in accordance with BOS’ conditional approval. The SIP will approve the detailed design of the Merchant Street Improvements and would be conditioned upon issuance of the MEP.

Existing Conditions

Merchant Street is a public street and currently consists of an asphalt roadway running east-to-west between Battery Street and Sansome Street and is currently accepted by Public Works for maintenance. It is bordered by concrete sidewalks, curbs and gutters on both the north and south sides, with sidewalk widths ranging from approximately 4.68 to 5.95 feet. The street is improved with various existing elements, including traffic signs, bollards, meters, and other street furnishings, as detailed in the demolition plan within the schematic design set. Existing lighting infrastructure includes (i) an overhead fixture mounted onto the northern façade of 500 Sansome Street that will remain and (ii) a freestanding street light on the northwest corner of Merchant Street and Battery Street. There are telecommunication, gas, and electrical utilities located in the street as shown on the survey included in Attachment A; however, other than an 8” SFPUC water line located at the very eastern end of the street, there are no major SFPUC facilities located in the street.

Proposed Merchant Street Improvements Subject to the MEP

The proposed Merchant Street Improvements that will be subject to the MEP will generally feature (i) sidewalks, curbs and gutters constructed of stone and integral color concrete with widened sidewalk ranging from approximately 6.25 to 11.35 feet, (ii) decorative roadway surface treatment including brick, stone setts, and/or concrete unit pavers, (iii) new street tree plantings, (iv) tabletop crosswalks at the entrances on Battery Street and Sansome Street, and (v) other pedestrian- and bike-oriented amenities (e.g. bike racks) to be further defined during the design development and construction documentation process. The proposed lighting plan includes privately owned and maintained overhead string lights spanning the length of Merchant Street in-lieu of standard City streetlights. Final design and installation of the lighting will be subject to review and approval by SFPUC, including submission of a photometrics report, and the SFFD to confirm emergency vehicle access. The Project proposes a 6” water main extension on the eastern half of Merchant that would connect to the new SFFD Fire Station 13. The City will continue to maintain standard infrastructure, as detailed in Attachment B – Draft Maintenance Plan, which may be updated from time to time prior to final execution of the MEP Maintenance Agreement.

As part of the design and engineering assessment, the following utility and infrastructure considerations have been addressed:

- Critical public utility infrastructure (e.g. services from San Francisco Public Utilities Commission (“SFPUC”)) is located on other perimeter streets and not on Merchant Street. Utilities such as services provided by Verizon and Pacific Gas & Electric Company (“PG&E”) (including a high voltage electric vault) are the only utilities located within Merchant Street.
- Pursuant to the MEP, the Developer or its assignee will be responsible for maintenance and repair of all special paving within the street and sidewalks, including any restoration required following third-party excavations (e.g. PG&E, Verizon, other), or City excavations for water main replacement or any other emergency repairs, in a timely manner pursuant to the Maintenance Agreement
- If required, the Developer or its assignee will bear the full cost of relocating PG&E facilities within Merchant Street.
- The Developer shall coordinate with SFFD to ensure (i) adequate access to the existing and future fire department connections and standpipes on Merchant Street, (ii) adequate ladder access to adjacent buildings and the Project, and (iii) sufficient clearance for the proposed overhead string lights to accommodate emergency operations, including training activities by SFFD Fire Station 13.

- The Developer shall apply for a PG&E power connection for the privately owned and maintained overhead string lights that will be installed in-lieu of standard City streetlights and will be responsible for ensuring the ongoing maintenance and operation of the lighting at all times.
- The proposed curb and gutter design will comply with the currently applicable stormwater design requirements for an existing City street.

Please contact me should you have any questions about the Project's schematic design and maintenance plan for the Merchant Street Improvements. Thank you for your time and consideration.

Sincerely yours,


boxSIGN 4691XJ28-135P8ZR6

Jonathan Shum

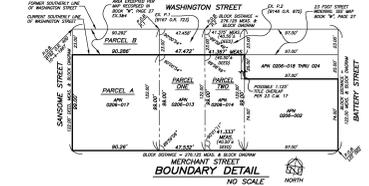
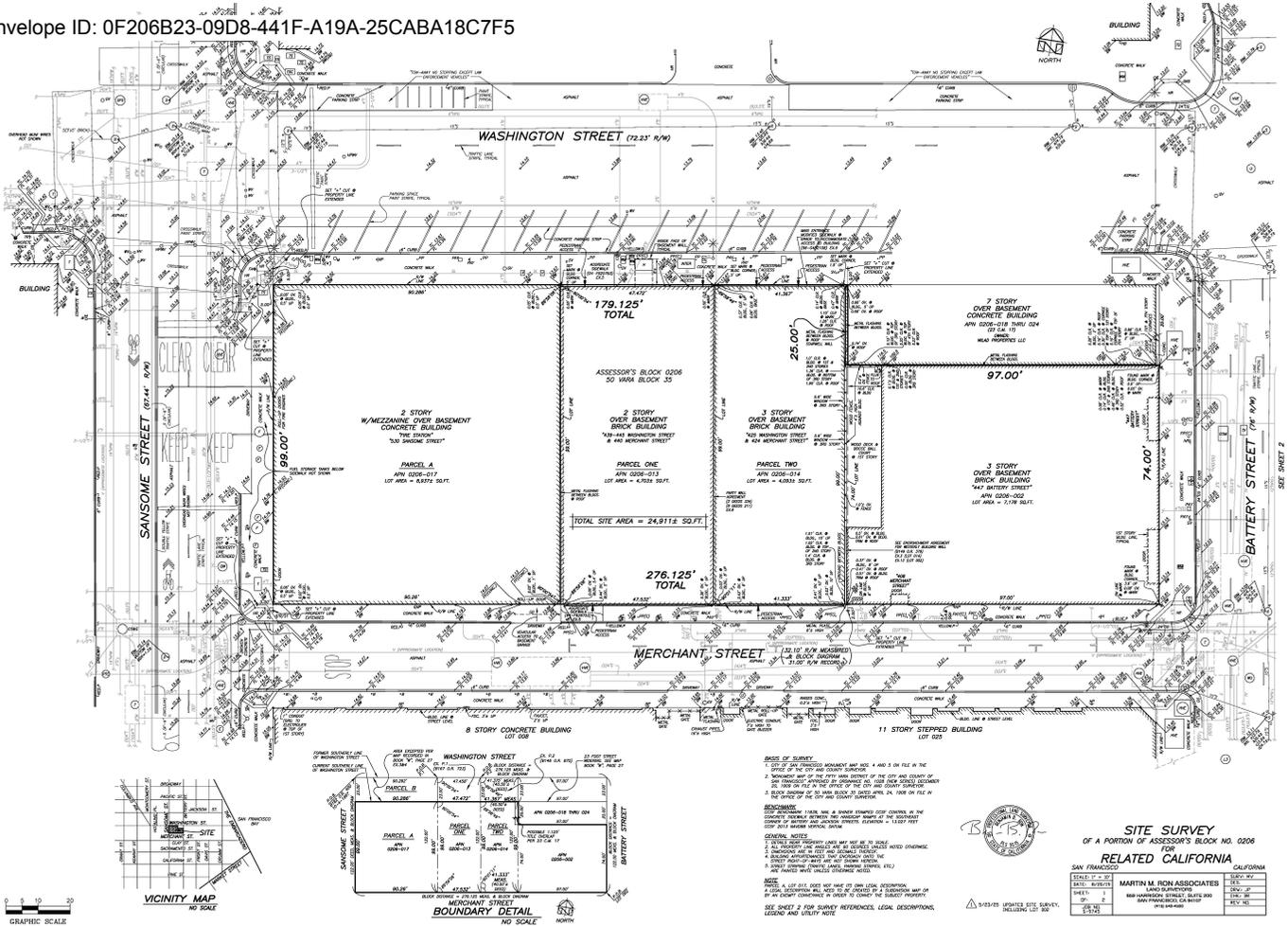
CC:

Jonathan Vimr, Planning Department
Jonathan Cherry, OEWD

Attachments

- A. Schematic Design Set**
- B. Draft Maintenance Plan**

ATTACHMENT A
SCHEMATIC DESIGN SET



BASE OF SURVEY

1. THE CORNER OF THE PRINCIPAL PLANNING MAP NO. 446-1 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.
2. THE CORNER OF THE PRINCIPAL PLANNING MAP NO. 446-1 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.
3. THE CORNER OF THE PRINCIPAL PLANNING MAP NO. 446-1 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.
4. THE CORNER OF THE PRINCIPAL PLANNING MAP NO. 446-1 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.

ENCUMBRANCES

THE SURVEYOR HAS BEEN ADVISED BY THE RECORDS SECTION OF THE COUNTY CLERK'S OFFICE THAT THE FOLLOWING ENCUMBRANCES AFFECT THE SUBJECT PROPERTY:

GENERAL NOTES

1. ALL DISTANCES ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE MEASURED TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
4. ALL DISTANCES ARE MEASURED TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
5. ALL DISTANCES ARE MEASURED TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

NOTE

THIS SURVEY IS BASED ON THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR HAS NOT CONDUCTED A FIELD CHECK OF THE DATA. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DATA PROVIDED BY THE CLIENT.

SEE SHEET 2 FOR SURVEY REFERENCES, LEGAL DESCRIPTIONS, LEGEND AND SURVEY INFO.



SITE SURVEY
OF A PORTION OF ASSessor'S BLOCK NO. 0206
FOR
RELATED CALIFORNIA

SAV FRANCISCO CALIFORNIA

DATE: 11/15/24	DRAWN BY: MRM
SHEET: 1	CHECKED BY: MRM
PROJECT: 24-000000000-0000	DATE: 11/15/24
MARTIN M. RON ASSOCIATES	
3000 MARSHWORTH STREET, SUITE 200	
SAN FRANCISCO, CALIFORNIA 94109	
PHONE: (415) 774-1111	
FAX: (415) 774-1112	
WWW.MRM-ASSOCIATES.COM	



ATTACHMENT B

DRAFT MAINTENANCE PLAN

San Francisco Public Utilities Commission = SFPUC
 San Francisco Municipal Transportation Agency = SFMTA
 Major Encroachment Permit = MEP

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Existing Infrastructure to Remain						
Standard Street Lights	SFPUC	SFPUC	Public Works Code	N/A	N/A	-
Merchant Street Improvements SIP Infrastructure						
6" SFPUC Water Main Extension	SFPUC	SFPUC	Public Works Code	N/A	N/A	Developer responsible for restoring SIP improvements damaged or removed by SFPUC to standards set forth in Operation and Maintenance Manual included in MEP
Nonstandard Street Paving	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	May include traffic-calming features designed to reduce vehicle speed

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Nonstandard Sidewalks	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-
Driveways	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	Developer will replace all existing driveways on the south side of Merchant (ie serving adjacent properties) each with substantially the same curb cut width
Nonstandard curbs	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works and SFPUC stormwater standards	MEP	No	-
Bicycle Parking Racks	Developer or Assignee	Developer or Assignee	To standard defined in Operation and	MEP	No	-

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
			Maintenance Manual included in MEP consistent with equivalent SFMTA and Public Works standards			
Street Trees	Public Works	Developer or Assignee, unless Voluntary Maintenance Agreement revoked	Public Works Code Article 16	Voluntary Maintenance Agreement under Charter 16.129(c) and Public Works Director's Order 187246	No	Developer or Assignee has planting responsibility and must ensure tree is viable through the establishment period before Public Works will assume ownership responsibility
Nonstandard Street Lighting	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with SFPUC photometric requirements and SFFD emergency vehicle clearance requirements	MEP	No	-

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Standard Roadway and Traffic Routing Signage and Striping	SFMTA	SFMTA	Transportation Code	N/A	No	Any stop signs, speed limit signs, travel lane striping, and crosswalk striping as required in SIP.
Nonstandard living alley signage	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with SFPUC photometric requirements	MEP	No	Wayfinding and traffic-calming signage, which could be affixed to poles in the right of way or outside the right of way to the adjacent building on the north side of Merchant Street.
City standard trash receptacles	Public Works	Public Works	Public Works Code	MEP	No	To be determined if included in the SIP
Bollards or Other Temporary Street Closure Improvements	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	To be determined if included in the SIP
Non-City Utility Systems	Any 3 rd Party Utilities	Utility Owner	As required for Utility Owner	N/A	No	Developer responsible for restoring SIP improvements

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
						damaged or removed by Utility Owner to standards set forth in Operation and Maintenance Manual included in MEP
Street furnishings (e.g. seating)	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-
Any other standard infrastructure installed in accordance with SIP	Jurisdiction-having City Agency	Jurisdiction-having City Agency	Applicable City Code	N/A	No	-
Other nonstandard improvements agreed to by Developer, Planning Director, and Public Works in accordance with DA and approved by SIP	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-

EXHIBIT E
Preliminary Merchant Street Plans

EQX JACKSON SQ HOLDCO LLC
c/o Related California
44 Montgomery Street, Suite 1300
San Francisco, CA 94104

June 10, 2025

Denny Phan, PE
Bureau Manager
Infrastructure & Development Permitting
San Francisco Public Works
49 South Van Ness Avenue, 9th Floor
San Francisco, CA 94103

**Re: 530 Sansome Street and Fire Station 13 Development Project – Merchant Street Improvements
San Francisco Public Works’ Consent for Schematic Design & Maintenance Approach**

Dear Mr. Phan:

This letter is in reference to a proposed Development Agreement (“DA”) by and between The City & County of San Francisco (“City”) and EQX JACKSON SQ HOLDCO LLC (“Developer”) relative to the development project known as the 530 Sansome Street and Fire Station 13 Development Project (“Project”). Pursuant to the DA, the Developer would construct across the entire existing public right-of-way on Merchant Street between Sansome Street and Battery Street privately-maintained public open space improvements (“Merchant Street Improvements”).

The improvements (described in more detail below) would be nonstandard and maintained by Developer in accordance with a future Major Encroachment Permit (“MEP”) granted by the Department of Public Works (“Public Works”). The DA provides for Developer, Planning, and jurisdiction-having City departments and agencies to work on the final design of the Merchant Street Improvements. The Board of Supervisors (“BOS”) would conditionally approve the MEP at the same time as the Project’s DA, subject to Public Works issuing a subsequent Street Improvement Permit (“SIP”), the City and Developer finalizing and executing a Maintenance Agreement (“MEP Maintenance Agreement”), and determining construction completion by issuing a written Notice of Completion.

Impacted City departments including Public Works, SFMTA, San Francisco Fire Department (“SFFD”), SFPUC, and the Planning Department have previously reviewed the preliminary design via the Street Design Advisory Team (SDAT) process. An SDAT Review Letter was issued on November 20, 2024, and the Developer provided a responses letter on January 10, 2025. A March 6, 2025 plan check letter from the Planning Department confirmed no further SDAT review was required. At the request of the City, Developer has since completed an update survey of Merchant Street, the details of which are reflected in the updated site and landscape sheets attached hereto as Attachment A.

The Developer now requests that Public Works (1) confirm that the schematic design submittal in Attachment A (to be attached to the DA) is consistent with the plans previously reviewed by DPW through SDAT and (2) consent to the intent of the schematic design and the MEP proposed for conditional approved by the BOS with the DA. Public Works’ consent would be subject to the Developer’s application for, and Public Works’ design review and processing of a SIP, which will require the final review and approval of impacted City departments, and a MEP approved by Public Works in accordance with BOS’ conditional approval. The SIP will approve the detailed design of the Merchant Street Improvements and would be conditioned upon issuance of the MEP.

Existing Conditions

Merchant Street is a public street and currently consists of an asphalt roadway running east-to-west between Battery Street and Sansome Street and is currently accepted by Public Works for maintenance. It is bordered by concrete sidewalks, curbs and gutters on both the north and south sides, with sidewalk widths ranging from approximately 4.68 to 5.95 feet. The street is improved with various existing elements, including traffic signs, bollards, meters, and other street furnishings, as detailed in the demolition plan within the schematic design set. Existing lighting infrastructure includes (i) an overhead fixture mounted onto the northern façade of 500 Sansome Street that will remain and (ii) a freestanding street light on the northwest corner of Merchant Street and Battery Street. There are telecommunication, gas, and electrical utilities located in the street as shown on the survey included in Attachment A; however, other than an 8” SFPUC water line located at the very eastern end of the street, there are no major SFPUC facilities located in the street.

Proposed Merchant Street Improvements Subject to the MEP

The proposed Merchant Street Improvements that will be subject to the MEP will generally feature (i) sidewalks, curbs and gutters constructed of stone and integral color concrete with widened sidewalk ranging from approximately 6.25 to 11.35 feet, (ii) decorative roadway surface treatment including brick, stone setts, and/or concrete unit pavers, (iii) new street tree plantings, (iv) tabletop crosswalks at the entrances on Battery Street and Sansome Street, and (v) other pedestrian- and bike-oriented amenities (e.g. bike racks) to be further defined during the design development and construction documentation process. The proposed lighting plan includes privately owned and maintained overhead string lights spanning the length of Merchant Street in-lieu of standard City streetlights. Final design and installation of the lighting will be subject to review and approval by SFPUC, including submission of a photometrics report, and the SFFD to confirm emergency vehicle access. The Project proposes a 6” water main extension on the eastern half of Merchant that would connect to the new SFFD Fire Station 13. The City will continue to maintain standard infrastructure, as detailed in Attachment B – Draft Maintenance Plan, which may be updated from time to time prior to final execution of the MEP Maintenance Agreement.

As part of the design and engineering assessment, the following utility and infrastructure considerations have been addressed:

- Critical public utility infrastructure (e.g. services from San Francisco Public Utilities Commission (“SFPUC”)) is located on other perimeter streets and not on Merchant Street. Utilities such as services provided by Verizon and Pacific Gas & Electric Company (“PG&E”) (including a high voltage electric vault) are the only utilities located within Merchant Street.
- Pursuant to the MEP, the Developer or its assignee will be responsible for maintenance and repair of all special paving within the street and sidewalks, including any restoration required following third-party excavations (e.g. PG&E, Verizon, other), or City excavations for water main replacement or any other emergency repairs, in a timely manner pursuant to the Maintenance Agreement
- If required, the Developer or its assignee will bear the full cost of relocating PG&E facilities within Merchant Street.
- The Developer shall coordinate with SFFD to ensure (i) adequate access to the existing and future fire department connections and standpipes on Merchant Street, (ii) adequate ladder access to adjacent buildings and the Project, and (iii) sufficient clearance for the proposed overhead string lights to accommodate emergency operations, including training activities by SFFD Fire Station 13.

- The Developer shall apply for a PG&E power connection for the privately owned and maintained overhead string lights that will be installed in-lieu of standard City streetlights and will be responsible for ensuring the ongoing maintenance and operation of the lighting at all times.
- The proposed curb and gutter design will comply with the currently applicable stormwater design requirements for an existing City street.

Please contact me should you have any questions about the Project's schematic design and maintenance plan for the Merchant Street Improvements. Thank you for your time and consideration.

Sincerely yours,

Jonathan Shum
boxSIGN 4691XJ28-135P8ZR6

Jonathan Shum

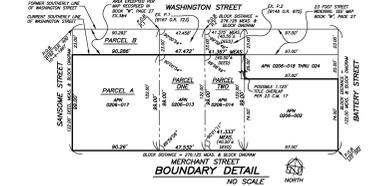
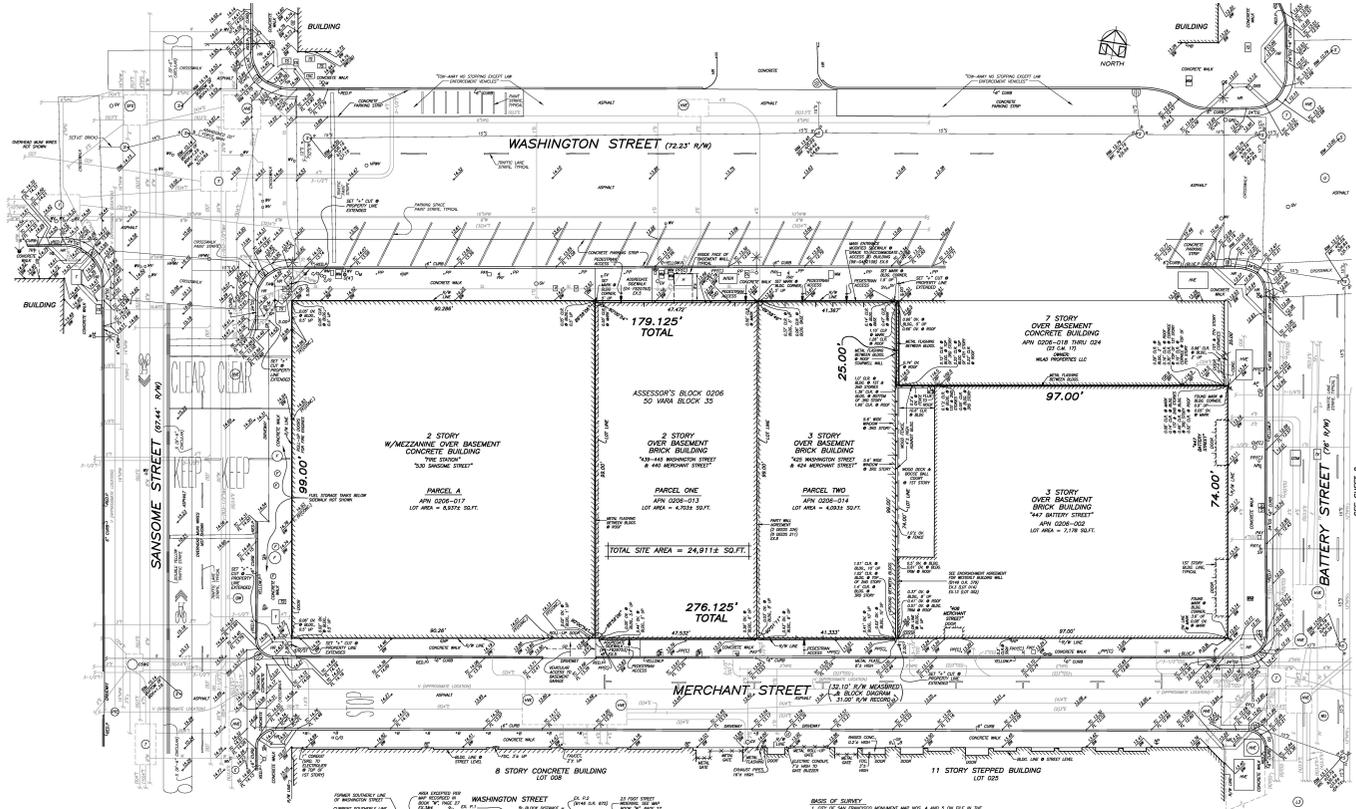
CC:

Jonathan Vimr, Planning Department
Jonathan Cherry, OEWD

Attachments

- A. Schematic Design Set**
- B. Draft Maintenance Plan**

ATTACHMENT A
SCHEMATIC DESIGN SET



BASE OF SURVEY

1. THE CORNER OF PARCELS 0206-014 AND 0206-015 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.
2. SANSOME STREET AND BATTERY STREET ARE THE CENTER OF THE CITY AND COUNTY SHERIFF'S 1/4" AND 1/2" CORNER MARKS.
3. THE CORNER OF THE CITY AND COUNTY SHERIFF'S 1/4" AND 1/2" CORNER MARKS IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.
4. THE CORNER OF THE CITY AND COUNTY SHERIFF'S 1/4" AND 1/2" CORNER MARKS IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF.

BENCHMARKS

1. THE CORNER OF PARCELS 0206-014 AND 0206-015 IS ON FILE IN THE OFFICE OF THE CITY AND COUNTY SHERIFF'S 1/4" AND 1/2" CORNER MARKS.

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS NOTED OTHERWISE.
3. DIMENSIONS TO THE CENTERLINE OF CURVES ARE TO THE CENTERLINE UNLESS NOTED OTHERWISE.
4. DIMENSIONS TO THE CENTERLINE OF CURVES ARE TO THE CENTERLINE UNLESS NOTED OTHERWISE.
5. DIMENSIONS TO THE CENTERLINE OF CURVES ARE TO THE CENTERLINE UNLESS NOTED OTHERWISE.

NOTE

1. THIS SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

2. THIS SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

3. THIS SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

4. THIS SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

5. THIS SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

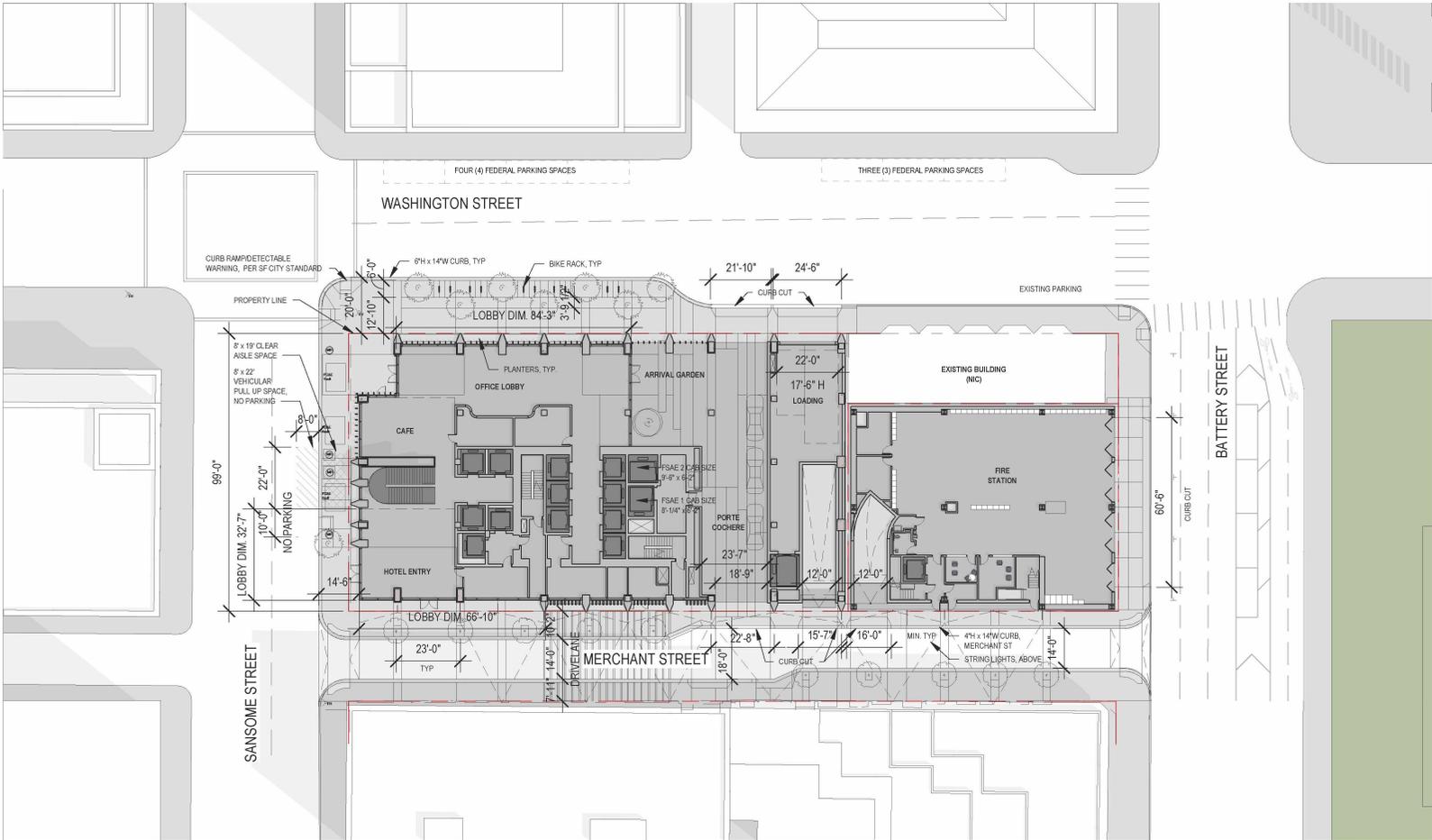


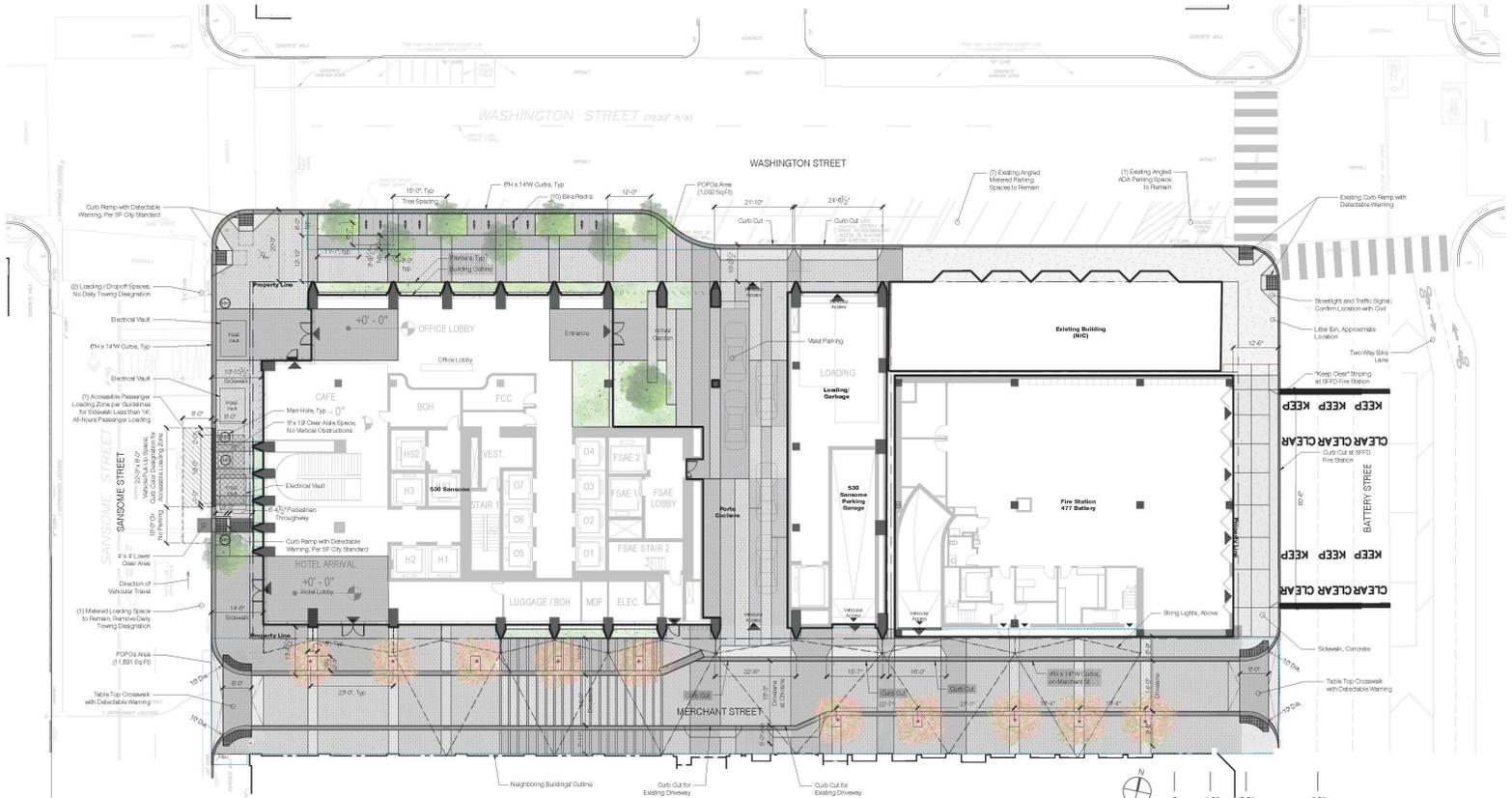
SITE SURVEY
OF A PORTION OF ASSessor'S BLOCK NO. 0206
FOR
RELATED CALIFORNIA

SAV FRANCISCO CALIFORNIA

DATE: 12/10/2024	DRAWN BY: MRM
SHEET: 1	CHECKED BY: MRM
PROJECT: 24-000000000-0000	DATE: 12/10/2024
MARTIN M. RON ASSOCIATES	
1000 MARSHALL STREET, SUITE 200	
SAN FRANCISCO, CALIFORNIA 94102	
PHONE: (415) 774-1111	
FAX: (415) 774-1112	







Materials and Site Elements

-  Curbs on Merchant - Basalt Stone
-  Curbs-Integral Color Concrete
-  10 - Bike Racks
-  Long Format Paving - Brick, Stone Setts and Concrete Unit Paver

Tree Legend

-  10 - Higan Cherry Tree, *Prunus x subhirtella 'Autumnalis'*
-  9 - Primrose Tree, *Lagunaria patersonii*



Approximate Area: 12,700 Sq Ft



ATTACHMENT B

DRAFT MAINTENANCE PLAN

San Francisco Public Utilities Commission = SFPUC
 San Francisco Municipal Transportation Agency = SFMTA
 Major Encroachment Permit = MEP

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Existing Infrastructure to Remain						
Standard Street Lights	SFPUC	SFPUC	Public Works Code	N/A	N/A	-
Merchant Street Improvements SIP Infrastructure						
6" SFPUC Water Main Extension	SFPUC	SFPUC	Public Works Code	N/A	N/A	Developer responsible for restoring SIP improvements damaged or removed by SFPUC to standards set forth in Operation and Maintenance Manual included in MEP
Nonstandard Street Paving	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	May include traffic-calming features designed to reduce vehicle speed

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Nonstandard Sidewalks	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-
Driveways	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	Developer will replace all existing driveways on the south side of Merchant (ie serving adjacent properties) each with substantially the same curb cut width
Nonstandard curbs	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works and SFPUC stormwater standards	MEP	No	-
Bicycle Parking Racks	Developer or Assignee	Developer or Assignee	To standard defined in Operation and	MEP	No	-

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
			Maintenance Manual included in MEP consistent with equivalent SFMTA and Public Works standards			
Street Trees	Public Works	Developer or Assignee, unless Voluntary Maintenance Agreement revoked	Public Works Code Article 16	Voluntary Maintenance Agreement under Charter 16.129(c) and Public Works Director's Order 187246	No	Developer or Assignee has planting responsibility and must ensure tree is viable through the establishment period before Public Works will assume ownership responsibility
Nonstandard Street Lighting	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with SFPUC photometric requirements and SFFD emergency vehicle clearance requirements	MEP	No	-

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
Standard Roadway and Traffic Routing Signage and Striping	SFMTA	SFMTA	Transportation Code	N/A	No	Any stop signs, speed limit signs, travel lane striping, and crosswalk striping as required in SIP.
Nonstandard living alley signage	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with SFPUC photometric requirements	MEP	No	Wayfinding and traffic-calming signage, which could be affixed to poles in the right of way or outside the right of way to the adjacent building on the north side of Merchant Street.
City standard trash receptacles	Public Works	Public Works	Public Works Code	MEP	No	To be determined if included in the SIP
Bollards or Other Temporary Street Closure Improvements	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	To be determined if included in the SIP
Non-City Utility Systems	Any 3 rd Party Utilities	Utility Owner	As required for Utility Owner	N/A	No	Developer responsible for restoring SIP improvements

Infrastructure Component	Ownership	Maintenance	Maintenance Standard	Instrument Memorializing Maintenance Duties	Maintenance Obligation Security?	Additional Notes
						damaged or removed by Utility Owner to standards set forth in Operation and Maintenance Manual included in MEP
Street furnishings (e.g. seating)	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-
Any other standard infrastructure installed in accordance with SIP	Jurisdiction-having City Agency	Jurisdiction-having City Agency	Applicable City Code	N/A	No	-
Other nonstandard improvements agreed to by Developer, Planning Director, and Public Works in accordance with DA and approved by SIP	Developer or Assignee	Developer or Assignee	To standard defined in Operation and Maintenance Manual included in MEP consistent with equivalent Public Works standards	MEP	No	-



PLANNING COMMISSION RESOLUTION NO. 21775

HEARING DATE: JULY 17, 2025

Project Name: 530 Sansome Mixed-Use Tower and Fire Station 13
Case Number: 2024-007066GPA
Staff Contact: Jonathan Vimr, Senior Planner
Jonathan.Vimr@sfgov.org, 628-652-7319
Reviewed by: Richard Sucre, Deputy Director, Current Planning Division
richard.sucre@sfgov.org, 628-652-7364

RESOLUTION ADOPTING A RECOMMENDATION FOR APPROVAL OF A PROPOSED ORDINANCE THAT WOULD AMEND URBAN DESIGN ELEMENT MAP 4 (“URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS”), URBAN DESIGN ELEMENT MAP 5 (“URBAN DESIGN GUIDELINES FOR BULK OF BUILDINGS MAP”), DOWNTOWN AREA PLAN MAP 1 (“DOWNTOWN LAND USE AND DENSITY PLAN”), AND DOWNTOWN AREA PLAN MAP 5 (“PROPOSED HEIGHT AND BULK DISTRICTS”) OF THE GENERAL PLAN FOR THE PROPERTIES LOCATED AT 425 WASHINGTON STREET, 439-445 WASHINGTON STREET, 530 SANSOME STREET AND 447 BATTERY STREET (ASSESSOR’S BLOCK 0206 LOTS 002, 013, 014 AND 017); AFFIRMING THE PLANNING DEPARTMENT’S DETERMINATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; MAKING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN, AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1; AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE UNDER PLANNING CODE SECTION 340.

WHEREAS, Section 4.105 of the Charter of the City and County of San Francisco (“City”) provides that the Planning Commission periodically recommend General Plan amendments to the Board of Supervisors; and

WHEREAS, the General Plan consists of goals, policies and programs for the future physical development of the City that take into consideration social, economic and environmental factors; and

WHEREAS, the General Plan shall be periodically amended in response to changing physical, social, economic, environmental or legislative conditions; and

WHEREAS, Planning Code Section 340 provides that an amendment to the General Plan may be initiated by the Planning Commission upon an application by one or more property owners, residents or commercial lessees, or their authorized agents; and

WHEREAS, EQX Jackson Sq Holdco LLC, a Delaware limited liability company (“Developer”) is the owner of those certain real properties known as 425 Washington Street (Assessor’s Block 0206 Lot 014) and 439-445 Washington Street (Assessor’s Block 0206 Lot 013) and, through an agreement between an affiliate of

Developer's sole member and Battery Street Holdings, LLC, a Delaware limited liability company, has an option to purchase that certain real property known as 447 Battery Street (Assessor's Block 0206 Lot 002), which is a designated landmark under Article 10 of the Planning Code; and

WHEREAS, the City is the owner of that certain real property known as 530 Sansome Street (Assessor's Block 0206 Lot 017), which is improved with Fire Station 13; and

WHEREAS, on July 29, 2021, the Commission approved, through Resolution No. 20954 and Motion Nos. 20955 through 20958, a Downtown Project Authorization, Conditional Use Authorization, Office Development Allocation, Shadow Findings, and findings required by CEQA, including adoption of a Mitigated Negative Declaration, for a project (Planning Case No. 2019-017481) on 530 Sansome Street, 425 Washington Street, and 439-445 Washington Street including an approximately 218 foot mixed-use building including a new City fire station (hereinafter, "Original Project"). On March 21, 2024, the Commission approved Motion Nos. 21533 and 21534, extending the term of the Original Project approvals by five (5) years; and

WHEREAS, on or about August 5, 2024, the Project Sponsor submitted applications to modify the Original Project (hereinafter "Project"). The Project includes demolition of all existing improvements at 530 Sansome Street, 425 Washington Street, 439-445 Washington Street, and 447 Battery Street, and a mixed-use high-rise building up to 41-stories tall on the Original Project site, with three below-grade levels (the "Tower") and a new City fire station on 447 Battery Street with one below-grade level (the "New Fire Station"). The Tower would be approximately 544 feet tall (approximately 574 feet including rooftop mechanical equipment) and would include approximately 27,030 square feet of retail uses (approximately café, restaurant, and ballroom/pre-function/meeting space levels 1 through 3), between approximately 372,580 and 417,770 square feet of office space, and a hotel consisting of between approximately 128,010 and 189,130 square feet of hotel space that would accommodate between 100 and 200 guest rooms. The New Fire Station would be approximately 55 feet tall (60 feet including rooftop mechanical equipment) and would include approximately 31,200 square feet of space. The three below-grade levels under the Tower would provide approximately 74 accessory vehicle parking spaces, 81 class 1 bicycle parking spaces, and utility rooms. The one below-grade level under the New Fire Station would provide 18 parking spaces, four class 1 bicycle parking spaces, equipment storage spaces, and utility rooms. There would be two loading spaces on the northeastern portion of the first floor of the Tower (with ingress and egress from Washington Street). The Project would improve the entirety of Merchant Street between Sansome Street and Battery Street with privately maintained public open space that would be maintained by Developer for the life of the Tower (the "Merchant Street Improvements"); and

WHEREAS, on November 6, 2024, the Department issued a Notice of Preparation of an Environmental Impact Report (EIR) and accepted public comment on the scope of the EIR through December 9, 2024. On January 15, 2024, a draft of the EIR's historic preservation alternatives was presented to the Historic Preservation Commission for comment, which included consideration of alternatives addressing the impacts associated with the proposal to delist and demolish the existing landmark building at 447 Battery Street; and

WHEREAS, on December 10, 2024, the Board of Supervisors adopted Resolution No. 629-24, generally endorsing key terms ("Key Terms") for a development agreement for the Project. The proposed development agreement would require an amendment to the original property exchange agreement to facilitate construction of the New Fire Station on the 447 Battery Parcel rather than on a portion of the Developer Parcels and be subject to subsequent approval of the Board of Supervisors.

WHEREAS, a Draft EIR (DEIR) was published on March 11, 2025 and public comment was accepted through April 28, 2025 (at the request of a Commissioner, the Environmental Review Officer allowed members of the Commission to submit comments on the EIR until one day after its informational hearing on the Project on May 15, 2025). On April 2, 2025, the Historic Preservation Commission held a hearing to comment on the DEIR. On April 17, 2025, the Planning Commission held a hearing to comment on the DEIR; and

WHEREAS, on May 15, 2025, the Planning Commission passed Resolution No. 21739, which demonstrated the Commission's intent to amend the General Plan, and included by reference the proposed General Plan Amendment necessary to implement the Project; and

WHEREAS, the Department prepared responses to comments on environmental issues received during the DEIR comment period, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected clerical errors in the DEIR. This material was presented in a response to comment document, published on July 2, 2025, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department; and

WHEREAS, the Department prepared a final EIR (FEIR) consisting of the DEIR, any consultation and comments received during the review process, any additional information that became available, and the responses to comments document, all as required by law; and

WHEREAS, the proposed General Plan amendments would: (1) amend Map 4 of the Urban Design Element ("Urban Design Guidelines for Height of Buildings") and Map 5 of the Downtown Area Plan ("Proposed Height and Bulk Districts") establishing the maximum height for Assessor's Parcel Block 0206, Lots 013, 014, and 017 (the "Tower Site") consistent with the proposed Project; (2) amend Map 5 of the Urban Design Element ("Urban Design Guidelines for Bulk of Buildings") and Map 5 of the Downtown Area Plan ("Proposed Height and Bulk Districts") providing for bulk controls for the Tower Site through a proposed special use district ("SUD"); and (3) amend Map 1 of the Downtown Area Plan ("Downtown Land Use and Density Plan") providing for density controls for the Tower Site through the proposed SUD (hereinafter the "General Plan Amendments"); and

WHEREAS, approvals also required for the Project include (1) certification of a Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); (2) adoption of CEQA findings, including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program ("MMRP"); (3) Board of Supervisors adoption of an ordinance approving a development agreement (the "Development Agreement" and such ordinance the "Enacting Ordinance"); (4) Board of Supervisors adoption of an ordinance amending the Planning Code and Zoning Map (the "Planning Code Amendment Ordinance"); (5) approval of a Conditional Use Authorization pursuant to the adopted Planning Code Amendment Ordinance; (6) in consultation with the San Francisco Recreation and Park Commission, increase to the annual cumulative shadow limit for certain parks under the jurisdiction of the Recreation and Parks Department pursuant to Planning Code Section 295; (7) Shadow Findings pursuant to Planning Code Section 295; and (8) a Large Cap Office Allocation; and

WHEREAS, on July 17, 2025, the Planning Commission reviewed and considered the FEIR for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no

significant revisions to the DEIR, and certified the FEIR for the Project in compliance with the CEQA, the CEQA Guidelines and Chapter 31 by Motion No. 21771; and

WHEREAS, on July 17, 2025, the Commission by Motion No. 21773 approved CEQA Findings, including adoption of a MMRP, under Case No. 2024-007066ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance on July 17, 2025; and

WHEREAS, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of Department staff and other interested parties; and

WHEREAS, all pertinent documents may be found in the files of the Department, as the Custodian of Records, at 49 South Van Ness Avenue, Suite 1400, San Francisco; and

WHEREAS, the Commission has reviewed the proposed Ordinance; and

WHEREAS, the Planning Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed amendment;

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby **recommends approval** of the proposed ordinance, supported by the following findings.

Findings

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines that the General Plan Amendments promote the public welfare, convenience and necessity as follows:

The Commission finds that the Project is necessary and desirable and will, on balance, promote the public welfare and, following Board of Supervisors adoption of proposed General Plan amendments to be considered by the Planning Commission on July 17, 2025, will be consistent with the City's General Plan. The Project represents a significant investment in the Downtown area and will provide a much-needed new fire station for the Fire Department, enhancing life-safety public services in the area. The Project will result in significant public benefits (listed above) not otherwise obtainable but for approval of the Development Agreement and the other items before the Commission.

General Plan Compliance

The Planning Commission finds the proposed General Plan Amendments are in general conformity with the General Plan, and that the Project and its approvals associated therein, all as more particularly described in Exhibit C to the Development Agreement on file with the Planning Department in Case No. 2024-007066DVA, are each on balance consistent with the General Plan, as it is proposed to be amended. These General Plan Findings are for the entirety of the Project and all related approval actions that, in addition to the General Plan

Amendments, include but are not limited to the Enacting Ordinance, the Planning Code Text and Zoning Map Amendment Ordinance, DA approval, and other subsequent approvals that are consistent with and further the Project, including the Major Encroachment Permit, acceptance of any public improvements installed in compliance with City requirements, and the amended property exchange agreement.

COMMERCE AND INDUSTRY ELEMENT

Objectives and Policies

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.1

Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

Policy 1.3

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

Policy 2.1

Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

OBJECTIVE 3

PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

Policy 3.1

Promote the attraction, retention and expansion of commercial and industrial firms which provide employment improvement opportunities for unskilled and semi-skilled workers.

OBJECTIVE 8

ENHANCE SAN FRANCISCO'S POSITION AS A NATIONAL CENTER FOR CONVENTIONS AND VISITOR TRADE.

Policy 8.1

Guide the location of additional tourist related activities to minimize their adverse impacts on existing residential, commercial, and industrial activities.

URBAN DESIGN ELEMENT

Objectives and Policies

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

Policy 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

Policy 1.7

Recognize the natural boundaries of districts, and promote connections between districts.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSIDERED, AND THE NEIGHBORHOOD ENVIRONMENT.

Policy 3.1

Promote harmony in the visual relationships and transitions between new and older buildings.

Policy 3.3

Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

Policy 4.11

Make use of street space and other unused public areas for recreation, particularly in dense neighborhoods, such as those close to downtown, where land for traditional open spaces is more difficult to assemble.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 1

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT, AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

Policy 1.2

Ensure the safety and comfort of pedestrians throughout the city.

Policy 1.3

Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.

Policy 1.6

Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.

OBJECTIVE 2

USE THE EXISTING TRANSPORTATION INFRASTRUCTURE AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

Policy 2.1

Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development and coordinate new facilities with public and private development.

OBJECTIVE 24

DESIGN EVERY STREET IN SAN FRANCISCO FOR SAFE AND CONVENIENT WALKING.

Policy 24.1

Every surface street in San Francisco should be designed consistent with the Better Streets Plan for safe and convenient walking, including sufficient and continuous sidewalks and safe pedestrian crossings at reasonable distances to encourage access and mobility for seniors, people with disabilities and children.

OBJECTIVE 25

IMPROVE THE AMBIENCE OF THE PEDESTRAIN ENVIRONMENT.

Policy 25.5

Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets" by adding pocket parks in sidewalks or medians, especially in neighborhoods deficient in open space.

DOWNTOWN AREA PLAN

Land Use

Objectives and Policies

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.1

Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

OBJECTIVE 4

ENHANCE SAN FRANCISCO'S ROLE AS A TOURIST AND VISITOR CENTER.

Policy 4.1

Guide the location of new hotels to minimize their adverse impacts on circulation, existing uses, and scale of development.

OBJECTIVE 6

WITHIN ACCEPTABLE LEVELS OF DENSITY, PROVIDE SPACE FOR FUTURE OFFICE, RETAIL, HOTEL, SERVICE AND RELATED USES IN DOWNTOWN SAN FRANCISCO.

Policy 6.1

Adopt a downtown land use and density plan which establishes subareas of downtown with individualized controls to guide the density and location of permitted land use.

OBJECTIVE 9

PROVIDE QUALITY OPEN SPACE IN SUFFICIENT QUANTITY AND VARIETY TO MEET THE NEEDS OF DOWNTOWN WORKERS, RESIDENTS, AND VISITORS.

Policy 9.1

Require usable indoor and outdoor open space, accessible to the public, as part of new downtown development.

Policy 9.2

Provide different kinds of open space downtown.

Policy 9.5

Improve the usefulness of publicly owned rights-of-way as open space.

OBJECTIVE 10

ASSURE THAT OPEN SPACES ARE ACCESSIBLE AND USABLE.

Policy 9.2

Provide open space that is clearly visible and easily reached from the street or pedestrian way.

Policy 10.2

Encourage the creation of new open spaces that become a part of an interconnected pedestrian network.

OBJECTIVE 13

CREATE AN URBAN FORM FOR DOWNTOWN THAT ENHANCES SAN FRANCISCO'S STATURE AS ONE OF THE WORLD'S MOST VISUALLY ATTRACTIVE CITIES.

Policy 13.1

Relate the height of buildings to important attributes of the city pattern and to the height and character of existing and proposed development.

OBJECTIVE 22

IMPLEMENT A DOWNTOWN STREETScape PLAN TO IMPROVE THE DOWNTOWN PEDESTRIAN CIRCULATION SYSTEM, ESPECIALLY WITHIN THE CORE, TO PROVIDE FOR EFFICIENT, COMFORTABLE, AND SAFE MOVEMENT.

Policy 22.4

Create a pedestrian network in the downtown core area that includes streets devoted to or primarily oriented to pedestrian use.

Policy 22.5

Improve the ambience of the pedestrian environment.

The Project includes a mix of commercial uses that would reinforce one of the primary roles of downtown San Francisco's C-3 districts as representing the largest concentration of commercial activity and employment in the Bay Area Region. Future commercial tenants and patrons alike can walk, bike, or access BART, MUNI, or regional bus service from the Site. Further, the Project includes community-serving uses in the form of a new, state-of-the-art fire station (SFFD Station 13), and improvements to the entirety of Merchant Street between Sansome Street and Battery Street. On balance, the Project is consistent with the Objectives and Policies of the City's General Plan and the Downtown Area Plan.

Planning Code Section 101 Findings

The proposed amendments to the General Plan are consistent with the eight Priority Policies set forth in Section 101.1(b) of the Planning Code in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project would have a positive effect on existing neighborhood-serving retail uses because it would bring additional visitors and workers to the neighborhood, thus increasing the customer base of existing neighborhood-serving retail. The Project will provide significant employment opportunities.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would not negatively affect the existing housing and neighborhood character. The Site would replace the existing fire station with a new, state-of-the-art fire station, contributing significantly to the quality of life in the neighborhood. The Project's mixed-use program would provide outstanding amenities to visitors and residents, and contribute significantly to the neighborhood.

3. That the City's supply of affordable housing be preserved and enhanced;

The Project would not displace any existing housing and, in accordance with the Development Agreement, would result in the City receiving significant funds to support the development of new

affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would not impede MUNI transit service or overburden local streets or parking. The Project would improve Merchant Street between Sansome Street and Battery Street, enhancing the pedestrian experience in the Financial District.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The Project would not negatively affect the industrial and service sectors, nor would either displace any existing industrial uses. The Project includes uses that are consistent with the character of existing development in the Financial District.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project will be designed and will be constructed to conform to the structural and seismic safety requirements of the Building Code. As such, this Project will improve the property's ability to withstand an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project proposes demolition of 447 Battery Street, which is currently designated a landmark under Planning Code Article 10. The Board of Supervisors must adopt the proposed Planning Code Amendment Ordinance that would conditionally rescind the landmark designation of 447 Battery Street in order for the Project to proceed in accordance with the Development Agreement.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

A Shadow Study indicated that each of the Project may cast a shadow on Maritime Plaza, Sue Bierman Park, Willie "Woo Woo" Wong Playground, and Washington Square Park. However, based upon the amount and duration of new shadow and the importance of sunlight to each of the open spaces analyzed, the Project would not substantially affect, in an adverse manner, the use or enjoyment of these open spaces. Shadow from the Project on public plazas and other publicly-accessible spaces other than those protected under Section 295 would be generally limited to certain days of the year and would be limited in duration and noticeability on those days.

Planning Code Section 340 Findings.

The Planning Commission finds from the facts presented, including those set forth above, that the public necessity, convenience and general welfare require the proposed amendments to the General Plan as set forth in Section 340.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on July 17, 2025.



Jonas P. Ionin
Commission Secretary

AYES: Braun, Campbell, Imperial, McGarry, So
NOES: None
ABSENT: Williams
RECUSED: Moore
ADOPTED: July 17, 2025

From: [David Harrison](#)
To: [Crayton, Monique \(BOS\)](#); [Carroll, John \(BOS\)](#); [ChanStaff \(BOS\)](#); [ChenStaff](#); [DorseyStaff \(BOS\)](#); [Fielder, Jackie \(BOS\)](#); [MahmoodStaff](#); [MandelmanStaff \(BOS\)](#); [MelgarStaff \(BOS\)](#); [SauterStaff](#); [SherrillStaff](#); [Waltonstaff \(BOS\)](#)
Subject: SF Chamber of Commerce Support Letter for 530 Sansome Proposal
Date: Thursday, September 25, 2025 11:27:27 AM
Attachments: [Outlook-A black an.png](#)
[530 Sansome SF Chamber Support Letter.pdf](#)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

Please find the attached letter from the San Francisco Chamber of Commerce supporting the 530 Sansome Project Proposal.

All the best,



David Harrison *(He/Him)*
Director of Public Policy
(O) 415-352-8803 (C) 202-262-5860
San Francisco Chamber of Commerce
235 Montgomery Street, Suite 760
San Francisco, CA 94104

SAN FRANCISCO CHAMBER OF COMMERCE

September 25, 2025

RE: 530 Sansome Street Proposal

Dear Board President Mandelman and Supervisors,

On behalf of the San Francisco Chamber of Commerce, I am pleased to express our support for the development of 530 Sansome Street. For more than 172 years, the San Francisco Chamber has led initiatives to attract, support, and grow businesses in San Francisco through advocacy, economic development, and business development efforts.

As the voice of San Francisco's business sector, we are excited about Related California's reimagined development for 447 Battery & 530 Sansome Street, a public-private partnership with the City & County of San Francisco and the San Francisco Fire Department (SFFD) to create a new \$40 million state-of-the-art fire station adjacent to a 41-story premium office-and luxury hotel tower development. The total investment for this project is an impressive \$750 million, marking a significant commitment to San Francisco's future.

The project will also deliver significant public benefits by contributing millions of dollars in development impact fees, which will be partially allocated for essential infrastructure improvements. Additionally, it will include \$15 million in affordable housing payments to support the development at 772 Pacific Avenue. The project will create hundreds of construction jobs annually and support more than 1,600 new permanent jobs once complete, including 150 net new hotel jobs.

The San Francisco Chamber of Commerce encourages your support of the 530 Sansome Street proposed development.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Fong", with a stylized flourish at the end.

Rodney Fong
President and CEO
San Francisco Chamber of Commerce

From: [Carroll, John \(BOS\)](#)
To: "Jack Bevilacqua"
Cc: [Melgar, Myrna \(BOS\)](#); [Low, Jen \(BOS\)](#); [Chen, Chyanne \(BOS\)](#); [Sciammas, Charlie \(BOS\)](#); [Mahmood, Bilal \(BOS\)](#); [Cooper, Raynell \(BOS\)](#)
Subject: RE: Letter of Support - 530 Sansome Street Development - BOS File Nos. 250697, 250764, 250802, and 250804
Date: Thursday, September 25, 2025 8:33:00 AM
Attachments: [Letter of Support-530 Sansome Street Development Project.pdf](#)
[image001.png](#)
[image002.png](#)

Thank you for your comment letter.

I am forwarding your comments to the members of the Land Use and Transportation committee, and I will include your comments in the files for these ordinance matters.

I invite you to review the entire matter on our [Legislative Research Center](#) by following the links below:

-

[Board of Supervisors File No. 250697](#)

[Board of Supervisors File No. 250764](#)

[Board of Supervisors File No. 250802](#)

[Board of Supervisors File No. 250804](#)

John Carroll
Assistant Clerk

Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445



Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation and archived matters since August 1998.

***Disclosures:** Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

From: Jack Bevilacqua <JBevilacqua@hotelcouncilsf.org>
Sent: Tuesday, September 23, 2025 1:03 PM

To: Carroll, John (BOS) <john.carroll@sfgov.org>

Subject: Letter of Support - 530 Sansome Street Development

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mr. Carroll,

Please find attached a letter on behalf of the Hotel Council of San Francisco expressing our support for the 530 Sansome Street development project, which is scheduled to be heard at the **Land Use & Transportation Committee**.

Thank you for ensuring this letter is included in the committee record.

Sincerely,

Jack Bevilacqua



Jack Bevilacqua

Project Coordinator

[Hotel Council of San Francisco](#)

323 Geary Street, Suite 405

San Francisco, CA 94102

P (415) 391-5197

Follow us on [twitter](#) | Connect on [LinkedIn](#)



September 23, 2025

RE: 530 Sansome Street Development

Dear Board President Mandelman and Supervisors,

On behalf of the Hotel Council of San Francisco, I am pleased to express our support for the development at 530 Sansome Street. We are a non-profit trade association established in 1987 to advocate for our hotel and allied members, ensuring the economic vitality of the hospitality community in San Francisco.

As the voice of San Francisco's hospitality community, we are excited about Related California's proposal for a 41-story premium office and luxury hotel tower in the city's North Financial District. This new project is set to boost the local economy and provide a variety of offerings for businesses, tourists, and residents. It will feature state-of-the-art office space, a five-star luxury hotel, a chef-driven restaurant, concierge services, and various amenities, including a spa and fitness center. Additionally, the proposal significantly improves Merchant Street, transforming the area in front of the project into a shared street and living alley to further enhance the burgeoning Jackson Square merchant corridor.

San Francisco's hospitality industry is showing promising signs of recovery, with increasing hotel occupancy rates and a resurgence in both international and domestic travel. However, the sector still faces challenges, including ongoing public safety concerns and the lasting effects of the pandemic.

We appreciate Related California's commitment to San Francisco. The proposed 530 Sansome Street will be the first new building in the Northern Financial District since 350 Bush Street opened in 2018, and it will mark the first new ground-up five-star hotel in 30 years. This development represents an exciting step forward for San Francisco's hospitality industry.

On behalf of the Hotel Council of San Francisco, we encourage your support of the hospitality industry and this important project.

Sincerely,

A handwritten signature in blue ink that reads "Alex Bastian".

Alex Bastian

President & CEO

Hotel Council of San Francisco

From: [Mchugh, Eileen \(BOS\)](#)
To: [Carroll, John \(BOS\)](#)
Cc: [Somera, Alisa \(BOS\)](#)
Subject: FW: Public Correspondence related to 530 Sansome Street project
Date: Wednesday, September 24, 2025 12:11:10 PM
Attachments: [SF Travel Association correspondence.pdf](#)

Sorry John,

I know you were sent this separately. I distributed it, but forgot to add you on the distribution.

Apologies!

Eileen

From: Board of Supervisors (BOS) <board.of.supervisors@sfgov.org>
Sent: Wednesday, September 24, 2025 12:10 PM
To: BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>
Cc: Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Ng, Wilson (BOS) <wilson.l.ng@sfgov.org>; De Asis, Edward (BOS) <edward.deasis@sfgov.org>; Entezari, Mehran (BOS) <Mehran.Entezari@sfgov.org>; Crayton, Monique (BOS) <monique.crayton@sfgov.org>
Subject: FW: Public Correspondence related to 530 Sansome Street project

Dear Supervisors,

Please see the attached communication regarding File Nos. 250698, 250803, and 250697.

File No. 250698 - Development Agreement - EQX Jackson SQ Holdco LLC - 530 Sansome Mixed Use Tower and Fire Station 13 Development Project - 530 Sansome Street, 425 Washington

File No. 250803 - Hotel and Fire Station Development Incentive Agreement - EQX Jackson SQ Holdco LLC - 530 Sansome Mixed Use Tower and Fire Station 13 Development Project - 530 Sansome Street, 425 Washington Street, 439-445 Washington Street, and 447 Battery Street

File No. 250697 - Planning Code, Zoning Map - 530 Sansome Mixed-Use Tower and Fire Station Special Use District

Thank you,

Eileen McHugh
Executive Assistant

Office of the Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102-4689
Phone: (415) 554-7703 | Fax: (415) 554-5163
eileen.e.mchugh@sfgov.org | www.sfbos.org

From: Cherry, Jonathan (ECN) <jonathan.cherry@sfgov.org>
Sent: Tuesday, September 23, 2025 1:16 PM
To: BOS-Operations <bos-operations@sfgov.org>
Cc: Crayton, Monique (BOS) <monique.crayton@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>
Subject: Public Correspondence related to 530 Sansome Street project

Good afternoon,

I received the attached correspondence from the San Francisco Travel Association intended for the members of the Board.

May I ask for this correspondence to please be added to the relevant Board Files (250698, 250803, and 250697)?

Thank you very much,
Jonathan

Jonathan Cherry
Office of Economic and Workforce Development
jonathan.cherry@sfgov.org

From: [Cherry, Jonathan \(ECN\)](#)
To: [BOS-Operations](#)
Cc: [Crayton, Monique \(BOS\)](#); [Carroll, John \(BOS\)](#)
Subject: Public Correspondence related to 530 Sansome Street project
Date: Tuesday, September 23, 2025 1:15:56 PM
Attachments: [SF Travel Association correspondence.pdf](#)

Good afternoon,

I received the attached correspondence from the San Francisco Travel Association intended for the members of the Board.

May I ask for this correspondence to please be added to the relevant Board Files (250698, 250803, and 250697)?

Thank you very much,
Jonathan

Jonathan Cherry

Office of Economic and Workforce Development

jonathan.cherry@sfgov.org



San Francisco Travel Association

One Post Street, Suite 2700

San Francisco, CA 94104

415-974-6900

sftravel.com

September 22, 2025

Dear Board President Mandelman and Supervisors,

On behalf of the San Francisco Travel Association, I am pleased to submit our support for the proposed 530 Sansome Street development.

As a representative of San Francisco's travel industry, which includes businesses and community stakeholders benefiting from a vibrant tourism sector, we are excited about Related California's proposal for a \$750 million, 41-story premium office and luxury hotel tower development in the City's north Financial District. Our understanding is that this new project aims to create a destination appealing to tourists in San Francisco for business and leisure as a five-star luxury hotel with a chef-driven restaurant, concierge services, and various other amenities in the thriving Jackson Square area.

While tourism is rebounding strongly and the city is attracting new AI companies, challenges such as high office vacancy rates and a slower-than-expected return of downtown foot traffic remain. Reimagining an underutilized site with a new luxury five-star hotel, bespoke office space, a state-of-the-art firehouse, active ground-floor uses, and a significantly improved public realm is crucial for San Francisco's ongoing economic recovery.

The San Francisco Travel Association encourages your support for the proposed development at 530 Sansome Street.

Sincerely,

Christine Gaudenzi

Chief of Staff

From: [Claude Imbault](#)
To: [Crayton, Monique \(BOS\)](#); [ChanStaff \(BOS\)](#); [ChenStaff](#); [DorseyStaff \(BOS\)](#); [FielderStaff](#); [MahmoodStaff](#); [MandelmanStaff \(BOS\)](#); [MeigarStaff \(BOS\)](#); [SauterStaff](#); [SherrillStaff](#); [Walton, Shamann \(BOS\)](#)
Cc: [Carroll, John \(BOS\)](#); [Crayton, Monique \(BOS\)](#); [Robbie Silver](#); [Nate Galvan](#)
Subject: Letter of Support_530 Sansome_from the Downtown SF Partnership
Date: Wednesday, September 24, 2025 9:08:04 AM
Attachments: [Outlook-matrbwui.png](#)
[08-24-25 Letter of Support_530 Sansome \(FINAL\).pdf](#)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear San Francisco Board Supervisor President Raphael Mandelman and Supervisors:

The Downtown SF Partnership respectfully submits the attached letter of support for the proposed development project at 530 Sansome Street.

Regards,

Claude



Claude Imbault
VP of Planning & Economic Development,
Downtown SF Partnership

- [235 Montgomery St, Suite 828, San Francisco, CA 94104](#)
- claudio@downtownsf.org
- 415-634-2251 Ext. 404
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Robbie Silver
President & CEO

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Tusker Corporation

Kristian Weeks
Tishman Speyer

Sent via email

September 24, 2025

Subject: Letter of Support - 530 Sansome Street

Dear Board President Mandelman and Supervisors,

Downtown Partnership SF (DSFP) supports the proposed 530 Sansome Street development. DSFP, a nonprofit community benefit district, provides placemaking, public realm improvements, clean and safe operations, marketing support, and economic development to the Financial District and historic Jackson Square.

The 530 Sansome project represents a significant positive investment in the City's economic recovery. The 19-story mixed-use project comprising state-of-the-art office space, a five-star luxury hotel, a "chef-driven" restaurant, including public realm improvements along a portion of Merchant Street.

Initially approved by the San Francisco Planning Commission in the summer of 2021, the COVID health pandemic, and its lingering impacts on financial and real estate markets, made the project infeasible at the time. Fortunately, Related California – the developer - reimagined the development with the delivery of a new standalone fire station at 447 Battery Street with a refined, view-oriented tower at 530 Sansome.

More than just a new building tower, the project promises significant public benefits. Millions generated from developer impact fees will pay for essential infrastructure improvements, including \$15 million in affordable housing payments to support an affordable housing development at 772 Pacific Avenue. Construction-related jobs will total 600, in addition to 149 permanent jobs once the hotel opens.

The 530 Sansome Street project blends hospitality, premier office spaces and essential public safety infrastructure, and signifies a vote of confidence in downtown's reemergence.

Sincerely,



Robbie Silver
CEO & President

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Public Works and Administrative Codes - Encroachment Permit for the 530 Sansome Mixed-Use Tower and Fire Station 13 Development Project and Public Infrastructure Acceptance
DATE: July 29, 2025

Ordinance approving a major encroachment permit for EQX Jackson SQ Holdco LLC to occupy portions of Merchant Street between Sansome and Battery Streets adjacent to 425 Washington Street, 439-445 Washington Street, and 530 Sansome Street (Assessor's Parcel Block No. 0206, Lots 013, 014, and 017) for the purpose of installing and maintaining decorative roadway and sidewalk paving, tabletop crosswalks, overhead string lighting, various pedestrian- and bike-oriented improvements, other non-standard infrastructure, and new street trees; waiving certain requirements under Public Works Code, Sections 724.7 (construction occupancy fee), 786.3 (final review of City departments prior to Public Works hearing), and 806 (street tree removal notice and appeal and replacement at or exceeding requirements), and Administrative Code Section 1.51 (acceptance of public infrastructure), in connection with Permittee's implementation of the encroachment permit and project development; delegating to the Public Works Director the authority to accept an irrevocable offer for the public infrastructure in Merchant Street, dedicate such infrastructure to public use, designate it for street and roadway purposes, and accept it for City maintenance and liability purposes, subject to specified limitations; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; accepting a Public Works Order that recommends the major encroachment and delegation to the Public Works Director of the acceptance and related actions for the public improvements; and authorizing official acts, as defined, in connection with this Ordinance.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org