

BOARD of SUPERVISORS



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MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: January 4, 2021

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, January 5, 2021

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, January 5, 2021. This item was acted upon at the Committee Meeting on Monday, January 4, 2021, at 1:30 p.m., by the votes indicated.

Item No. 15

File No. 201316

Resolution retroactively granting revocable permission to A-Z300 Grant LLC, to occupy and maintain the pavers, benches, bollards, and raised crosswalk improvements within the public right-of-way on Harlan Place between Grant Avenue and Mark Lane fronting 300 Grant Avenue (Assessor's Parcel Block No. 0287, Lot No. 014) effective November 16, 2020; adopting environmental findings under the California Environmental Quality Act, and making findings of consistency with the priority policies of Planning Code, Section 101.1.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Aaron Peskin - Aye
Supervisor Ahsha Safai - Aye
Supervisor Dean Preston - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 201316 Committee Item No. 1
Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date January 4, 2021

Board of Supervisors Meeting Date January 5, 2021

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | DRAFT Encroach Permit & Maintenance Permit |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Site Plan |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PW Order No. 202973 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PLN Apprvl Sidewalk Width Chg 111517 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PLN GPR Note to File 120319 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PW Order No. 202563 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | PLN Motion No. 19811 120816 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 17ME-0004 Permit |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 17IE-0591 Street Improv Permit |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Comm Rpt Request 122920 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | PW PPT 010421 |
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Completed by: Erica Major Date December 30, 2020
Completed by: Erica Major Date January 4, 2021

1 [Street Encroachment Permit - Retroactive - Harlan Place - 300 Grant Avenue]

2
3 **Resolution retroactively granting revocable permission to A-Z300 Grant LLC, to occupy**
4 **and maintain the pavers, benches, bollards, and raised crosswalk improvements within**
5 **the public right-of-way on Harlan Place between Grant Avenue and Mark Lane fronting**
6 **300 Grant Avenue (Assessor's Parcel Block No. 0287, Lot No. 014) effective November**
7 **16, 2020; adopting environmental findings under the California Environmental Quality**
8 **Act, and making findings of consistency with the priority policies of Planning Code,**
9 **Section 101.1.**

10
11 WHEREAS, Pursuant to Public Works Code, Sections 786 et seq., A-Z300 Grant, LLC,
12 (hereafter referred to as "Permittee") requested permission to occupy a portion of the public
13 right-of-way to maintain the pavers, benches, bollards and raised crosswalk improvements
14 along Harlan Place between Grant Avenue and Mark Lane fronting 300 Grant Avenue
15 (Assessor's Parcel Block No. 0287, Lot No. 014); and

16 WHEREAS, The encroachment permit elements include:

- 17 (1) A raised crosswalk across Harlan Place east of Grant Avenue;
18 (2) Pavers within the sidewalk furnishing zones of Sutter Street, Grant Avenue, and
19 Harlan Place fronting 300 Grant Avenue;
20 (3) Three benches within proposed pavers along Harlan Place fronting 300 Grant
21 Avenue;
22 (4) Pavers on Harlan Place beginning approximately fifty feet from Grant Avenue for a
23 distance of one hundred and five feet in an easterly direction; and
24
25

1 (5) Two bollards, one on the north sidewalk and the other on the south sidewalk of
2 Harlan Place fronting 469 Bush Street and 300 Grant Avenue respectively (collectively
3 referred to as the "Encroachments"); and

4 WHEREAS, The Permittee has constructed the Encroachments under Public
5 Works Permit No. 17IE-0591 in conjunction with its development of a new, 67,000+/-
6 square foot commercial building known as 300 Grant Avenue, and the Permittee has
7 proposed to maintain the Encroachments for the life of the permit; and

8 WHEREAS, The Encroachments associated with Public Works Permit No. 17IE-0591
9 are shown in the accompanying documents and plans, copies of which are on file in the office
10 of the Clerk of the Board of Supervisors in File No. _____ and incorporated herein by
11 reference; and

12 WHEREAS, On December 8, 2016, the Planning Commission adopted Motion No.
13 19811 that approved a Downtown Project Authorization for this property and determined that
14 the actions contemplated in this Resolution would comply with the California Environmental
15 Quality Act (California Public Resources Code, Sections 21000 et seq.) ("Environmental
16 Findings"); and

17 WHEREAS, The Planning Commission's Environmental Findings in its Motion No.
18 19811 are on file with the Clerk of the Board of Supervisors in File No. 201316 and
19 incorporated herein by reference; and

20 WHEREAS, The Planning Department, by letter dated November 15, 2017, declared
21 that the Encroachments are in conformity with the General Plan, and are consistent with the
22 eight priority policies of Planning Code, Section 101.1; and

23 WHEREAS, A copy of said letter is on file with the Clerk of the Board of Supervisors in
24 File No. 201316 and incorporated herein by reference; and
25

1 WHEREAS, The Transportation Advisory Staff Committee, at its meeting of October
2 24, 2019, recommended approval of the proposed encroachments; and

3 WHEREAS, After a public hearing on February 12, 2020, Public Works ("PW")
4 recommended to the Board of Supervisors ("Board") approval of a street encroachment permit
5 and associated encroachment permit and maintenance agreement (collectively, "Permit") for
6 the maintenance of the Encroachments; and

7 WHEREAS, This recommendation is contained in PW Order No. 202973, dated April
8 12, 2020, a copy of which is on file with the Clerk of the Board of Supervisors in File No.
9 201316 and incorporated herein by reference; and

10 WHEREAS, The final approved Permit shall be in substantially the same form as that in
11 the Clerk of the Board of Supervisor's file; and

12 WHEREAS, Because the Encroachments have been constructed and are ready for
13 public use in advance of the holiday season, Permittee has requested that the Permit be
14 effective as of November 16, 2020, and Public Works has no objection to this request; and

15 WHEREAS, In its Motion No. 19811, the Planning Commission, in accordance with
16 Planning Code, Section 138.1 (the Better Streets Plan), required the majority of the
17 improvements associated with this Permit, and therefore, the public right-of-way occupancy
18 assessment fee should be waived under Public Works Code, Section 786.7(f) because the
19 Encroachments provide a public benefit; and

20 WHEREAS, PW Order No. 202563 is on file with the Clerk of the Board of Supervisors
21 in File No. 201316 and incorporated herein by reference; and

22 WHEREAS, The Permit for the Encroachments shall not become effective until:

23 (1) The Permittee executes and acknowledges the Permit and delivers said Permit and
24 all required documents and fees to Public Works, and
25

1 (2) Public Works records the Permit ensuring maintenance of the Encroachments in
2 the County Recorder's Office; and

3 WHEREAS, The Permittee, at its sole expense and as is necessary as a result of this
4 permit, shall make the following arrangements:

5 (1) To provide for the support and protection of facilities under the jurisdiction of Public
6 Works, the SFPUC, the San Francisco Fire Department, other City Departments, and public
7 utility companies;

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

10 (3) To remove or relocate such facilities if installation of Encroachments requires said
11 removal or relocation and to make all necessary arrangements with the owners of such
12 facilities, including payment for all their costs, should said removal or relocation be required;

13 (4) The Permittee shall assume all costs for the maintenance and repair of the
14 Encroachments pursuant to the Permit and no cost or obligation of any kind shall accrue to
15 Public Works by reason of this permission granted; and

16 WHEREAS, No structures shall be erected or constructed within the public right-of-way
17 except as specifically permitted herein; now, therefore, be it

18 RESOLVED, The Board adopts the Environmental Findings as its own; and, be it

19 FURTHER RESOLVED, That the Board finds that the Permit is consistent with the
20 General Plan for the reasons set forth in the November 15, 2017, determination of the
21 Planning Department; and, be it

22 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the
23 Board hereby grants revocable, personal, non-exclusive, and non-possessionary permission to
24 the Permittee, A-Z300 Grant LLC, to occupy the public right-of-way with the Encroachments
25 and maintain said Encroachments under the terms of the Permit; and, be it

1 FURTHER RESOLVED, The Board accepts the recommendations of the PW Order
2 Nos. 202973 and 202563 and approves the Permit with respect to the Encroachments; and,
3 be it

4 FURTHER RESOLVED, Because the Encroachments already have been constructed
5 and are ready for public use in advance of the holiday season, the Board finds that the
6 Permit's effective date and this Resolution shall be retroactive to November 16, 2020; and, be
7 it

8 FURTHER RESOLVED, The Board of Supervisors intends that Public Works exercise
9 administrative discretion to allow activation of the Permit area during the period before the
10 effective date of this Resolution; and, be it

11 FURTHER RESOLVED, The Board also authorizes the Director of Public Works to
12 perform and exercise the City's rights and obligations with respect to the Encroachments
13 under the Permit and to enter into any amendments or modifications to the Permit with
14 respect to the Encroachments; and, be it

15 FURTHER RESOLVED, Such Public Works actions may include without limitation,
16 those amendments or modifications that the Director of Public Works, in consultation with the
17 City Attorney, determines are in the best interest of the City, do not materially increase the
18 obligations or liabilities of the City or materially decrease the obligations of the Permittee or its
19 successors, are necessary or advisable to effectuate the purposes of the Permit or this
20 resolution with respect to the Encroachments, and are in compliance with all applicable laws;
21 and, be it

22 FURTHER RESOLVED, The Board, under Public Works Code, Section 786.7(f),
23 acknowledges waiver of the public right-of-way occupancy assessment fee in accordance with
24 Planning Commission Motion No. 19811.
25

**ENCROACHMENT PERMIT
AND MAINTENANCE AGREEMENT
(for Fronting Property)**

1. PARTIES

The City and County of San Francisco Public Works (the “**Department**”) enters into this Encroachment and Maintenance Agreement (“**Agreement**”) with A-Z300 Grant 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.

2. PERMIT INFORMATION

2.1 Encroachment Permit No. (“Permit”): 17ME-0004 under Public Works Code Section 786(b).

Other Public Works Permit number(s) if Public Works allowed construction prior to Board of Supervisors approval of the Encroachment Permit: 17IE-0591.

2.2 Description/Location of Fronting Property (See Attachment 1): 300 Grant Avenue; Block 0287, Lots 13 and 14

2.3 Description/Location of Permit Area (See Attachment 2): Harlan Place, adjacent to 300 Grant Avenue.

2.4 General Description of Proposed Improvements (See Attachment 2):
The improvements subject to the Major Encroachment Permit are as follows:

- (1) A raised crosswalk across Harlan Place east of Grant Avenue
- (2) Pavers within the sidewalk furnishing zones of Grant Avenue, Sutter Street and Harlan Place fronting 300 Grant Avenue (Block 0287 Lot 014)
- (3) Three benches within proposed pavers along Harlan Place fronting 300 Grant Avenue (Block 0287 Lot 014)
- (4) Pavers on Harlan Place beginning approximately fifty feet from Grant Avenue for a distance of one hundred and five feet easterly

- (5) One bollard each on the north and south sidewalks of Harlan Place fronting 469 Bush Street (Block 0287 Lot 017) and 300 Grant Avenue (Block 0287 Lot 014) respectively

2.5 Permit Type: Major Encroachment Permit 17ME-0004.

2.6 Developer/Builder/Owner of the Fronting Property:

A-Z300 Grant LLC, a Delaware limited liability company.

2.7 Contact Information. The Permittee shall provide to Public Works, Bureau of Street Use and Mapping (“BSM”), 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’ Bureau of Street Use and Mapping 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: Rose, Kevin H.
 Title/Relationship to Owner: Owner’s Counsel
 Phone Numbers: (415) 567-9000
 Email Addresses: krose@reubenlaw.com
 Mailing Address: Rueben, Junius & Rose, LLP
 Office Address: One Bush Street, Suite 600, San Francisco, CA 94104

Contact Person Number 2

Last Name, First Name: Smith, Jason
 Title/Relationship to Owner: Property Manager, Agent for Owner
 Phone Numbers: (415) 786-2255
 Email Addresses: jason.smith@am.jll.com
 Mailing Address: One Front Street, 21st-Floor, San Francisco, CA 94111
 Office Address: One Front Street, 21st-Floor, San Francisco, CA 94111

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 property and location map identifying the property.
- Attachment 2: “**Permit Area**,” which shall refer to areas that include Improvements and any real property subject to maintenance responsibilities that are Permittee’s 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**”).
- Table listing all Improvements in the Permit Area and identifying the maintenance responsibility for them (“**Maintenance Table**”). The table shall include all physical treatments, facilities, and elements, whether standard or non-standard, to clarify responsibility.
- Attachment 3: 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 the regular (e.g. daily, weekly, etc.) estimated expenses, including labor hours, cost per hour, and materials needed for maintenance. In addition, 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. Permittee shall submit a document or manual describing how to operate any specialized equipment necessary for continued operation of the Improvements 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 3), 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

(a) 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.**”

(b) 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 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.

(c) Upon Board of Supervisors' approval of this Permit, 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, and retain such documents for a minimum of three (3) years. Within ~~tenthree~~ (103) days from the date of the Director's written request for maintenance information, the Permittee shall provide proof that the maintenance activities have been performed.

The Permittee shall: 1) on a regular quarterly basis, document the general condition of the entire Permit Area, and all elements with date stamped ~~digital images in JPEG format, or other~~ video or picture imaging acceptable to the Director, and 2) maintain a written and image log of all maintenance issues, including, but not limited to: defects, damages, defacing, complaints, and repairs performed on Permit elements and the Permit Area. The regular monitoring images and/or video shall be taken from all angles necessary to show the entirety of the Permit Area and all Improvements. The images for the logged maintenance issues and repairs shall clearly show the location and detail of the damaged or defaced element or area, and its repair and restoration. Permittee shall maintain all files and provide them in a format and media consistent with current standards for data retention and transfer, such as a USB flash drive with connective capability to a commonly available personal computer.

The maintenance log, at a minimum, shall include the following information: date and time of maintenance; description and type of encroachment element requiring repair, resolution, or restoration and method used to repair, resolve, or restore it; time and duration to repair, resolve, or restore such element; company (and contact information for the company) that performed the repair, resolution, or restoration.

If the Permit does not include any surface level or above grade elements, the Director shall not require the maintenance monitoring set forth in this Section.

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.

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. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition of the Permit, 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 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 related to Permittee's operation, maintenance, repair, and replacement of Non-standard Elements.

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 Annual Certification of Insurance

Upon receipt of a written request by the Department, but no more than annually, Permittee shall submit written evidence to the Department indicating that the requirements of Section 7 (Insurance) and, if applicable, Section 8 (Security), have been satisfied.

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. The City shall notify the encroachment holder for purposes of coordination and to minimize disturbance to the improvements in advance of any proposed installation or modification of utility

or other improvements within the encroachment area, whether by the City or other public agency or third party; provided, however, that the City's failure to provide such notice does not excuse Permittee from complying the terms of this Section 5.8.

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 materials 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-City Standard materials or Improvements that the City may remove or damage in connection with such excavation or site access. Permittee shall be responsible for and bear all costs for the restoration of all disturbed Improvements 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 after the issuance of any permits required by City; 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 shall only seek or pursue compensation for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use of 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 of 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. 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 or as the

Director of Public Works deems appropriate under the circumstances, 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 that 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 3. 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.

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

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 has reason to believe 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. Permittee shall have no responsibility or liability for the existence of any Hazardous Material on, in or under the PROW that was not caused or disturbed by 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 contractors 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 annually to comply with the Department's applicable requirements. The following Sections represent the minimum insurance standard as of the Effective Date of this Permit.

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 broad form 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) name 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 all 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 both Permittee and 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 sent to the Department of Public Works, Bureau of Street Use and Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA, 94103, or any future address for the Bureau. 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. As used in this Section, "Personal Injuries" shall include wrongful death.

7.5 Prior to the Effective Date, Permittee shall deliver to the Department certificates of insurance and additional insured policy endorsements from insurers in a form reasonably satisfactory to Department, evidencing the coverages required hereunder. Permittee shall furnish complete copies of the policies upon written request from City's Risk Manager. 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. 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 sole 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**”), thirty (30) days if not specified.

(ii) Permittee shall have ten (10) days to submit to the Department, addressed to the Director via BSM Inspection Manager at 1155 Market St, 3rd Floor, 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) 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) 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 via the Permit Manager of the Bureau of Street Use and Mapping (or successor Bureau) 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.

(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. 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.

Subject to the approval of the Director, which shall not unreasonably be withheld, Permittee may assign this permit to a homeowners' association (for residential or mixed-use properties), a commercial owners' association (for commercial properties) or a master association with jurisdiction over the Fronting Property by submitting a "**Notice of Assignment**" to the Department.

The **Notice of Assignment** shall include:

- (1) Identification of the Assignee and written acknowledgment of the Assignee's acceptance of the responsibilities under this permit;

(2) The contact person for the Assignee and the contact information as required under Section 2.7;

(3) If the Assignee is a homeowners' association or commercial owners' association, a copy of recorded CC&Rs, if there are such CC&Rs evidencing (a) the homeowners association's or commercial owners association's obligation to accept maintenance responsibility for the subject Improvements consistent with this Agreement upon assignment; and (b) City's right to enforce maintenance obligations as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and

(4) A statement identifying whether a Community Facilities District or other Special Tax Entity will expend monetary or staff resources on the Permit area for maintenance or other activities;

(5) A copy of the Assignee's general liability insurance that satisfies Section 7 and security under Section 8 if applicable;

(6) For encroachments with a construction cost of \$1 million or greater, Assignee must provide security in the form of a bond, other form of security acceptable to the Department, or payment into the Maintenance Endowment Fund in an amount required to restore the public right-of-way to a condition satisfactory to the Public Works Director based on a cost that the City Engineer determines; and

(7) Any other considerations necessary to promote the health, safety, welfare, including demonstration to the Director's satisfaction that the Assignee has the monetary and/or staff resources are available and committed to perform the maintenance obligation.

Permittee shall submit to Public Works a Notice of Assignment in a form acceptable to Public Works. Prior to approval from the Director, the Department shall provide a written determination that the proposed assignee satisfies Section 7 (Insurance) and Section 8 (Security). Following such assignment, the obligations of the assigning Permittee shall be deemed released and the assigning Permittee shall have no obligations under this Agreement.

(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 Fronting Property shall automatically assume the Owner's obligations under the Permit and this Agreement for the period that Lender holds possession or fee ownership in the 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. 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. 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, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, 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 of San Francisco

Secondary Official authorized to bind
Permittee

Director of Public Works

ATTACHMENT 1

DESCRIPTION/LOCATION OF PERMITTEE'S PROPERTY

ATTACHMENT 2

DESCRIPTION/LOCATION OF PERMIT AREA AND THE IMPROVEMENTS

ATTACHMENT 3**HARLAN PLACE MAINTENANCE PLAN
(LIST OF TASKS/SERVICES AND COSTS)****Maintenance Plan.**

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. At this time, it is intended that the following services will be provided by the Union Square Business Improvement District and supplemented, as needed, by Permittee.

I. DAILY SERVICES.

The Encroachment Permit area and its perimeter is to be kept clean and neat, free from trash, debris, fallen leaves and waste. Harlan Place is a working alley with daily deliveries to adjacent properties. Harlan Place may be closed to traffic daily to allow for public access, including tables and seating provided by Permittee. Each day Owner is expected to perform the following minimum cleaning operations:

1. Sweep or blow clean all surfaces within the road surface of Harlan Place to the limit of improvements.

II. WEEKLY SERVICES

1. Power wash paved areas weekly per USBID schedule and as needed during any rainy season.

III. YEARLY SERVICES

1. Annual restriping as needed of the crosswalk.

IV. 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 reasonably be re-done by Owner at its sole cost.

Maintenance and Other Costs.

The estimated annual operating and maintenance costs, replacement costs, and costs for any specialized equipment, etc. are anticipated to be as follows:

| | |
|--------------------------------------|----------------------|
| 1. Daily cleaning: | \$5,000/year |
| 2. On-going repairs and maintenance: | \$5,000/year |
| 3. Ad-Hoc repairs: | <u>\$10,000/year</u> |
| Total: | \$20,000/year |

ATTACHMENT 4

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

Not Applicable

SMITH+SMITH

P: (415) 543-0332 1501 North Point Street
F: (415) 543-9740 San Francisco, CA 94123
www.smst12.com

LANDSCAPE ARCHITECTS

16.016.10

PW DAC COMMENTS
BY KARINA LAIRET/KEVIN JENSEN
11/01/2019

TorTest™ Floor Friction Testing Service
SOTTER ENGINEERING CORPORATION
Consultants

26705 Loma Verde, Mission Viejo, CA 92691
Telephone: 949-562-0889 FAX: 949-916-2183

Licensed by the State of California
Board of Professional Engineers
And Land Surveyors

Approved by the City of Los Angeles
for testing slip resistance of flooring

Slip resistance of
Large Scale Cal Arc
Reinforced Roof
paver verified.

Dynamic Slip Resistance using
ASTM E303-93 (2008) Pendulum Test Method

Client: StepStone, Inc. Report date: 2/5/14
Flooring: #1: Light Sandblast Finish Large Scale Cal Arc Reinforced Roof Paver
Page 1 of 1 Sample no.: 1402-0511 Date tested: 2/5/14
How and when sample obtained: Supplied by client 2/3/14
Location of test: Sotter Engineering Test Laboratory in Mission Viejo, CA
Type, age, condition, and texture of surface: concrete paver, new, as received, rough
Post-test free swing: 0 Age of TRL slider: 2 months Surface Temperature: 61°F

American Society for Testing and Materials Method E303-93 (2008), "Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester (astm.org) The trailing edge of a three-inch-wide spring-loaded slider, which is attached to the end of a 20-inch pendulum, contacts the tested surface when the pendulum is released from a horizontal position. The slider contact path length is pre-set to five inches. The pendulum pushes a pointer that stops and stays at the high point of the pendulum's swing. For road-related testing, the slider is usually TRL (Transport & Road Laboratory) soft rubber. Higher British Pendulum Numbers (BPN) indicate increased friction. For reference only, with TRL rubber the BPN of wet #60 grade silicon carbide abrasive cloth at normal room temperature is approximately 57. For clear wet float glass it is 8.

Average Wet BPN: 75
Individual BPN values: 76, 76, 75, 74

Respectfully submitted,
SOTTER ENGINEERING CORPORATION

George Sotter
J. George Sotter, P.E., Ph.D.
President



This test report shall not be reproduced, except in full,
without the written approval of Sotter Engineering Corporation

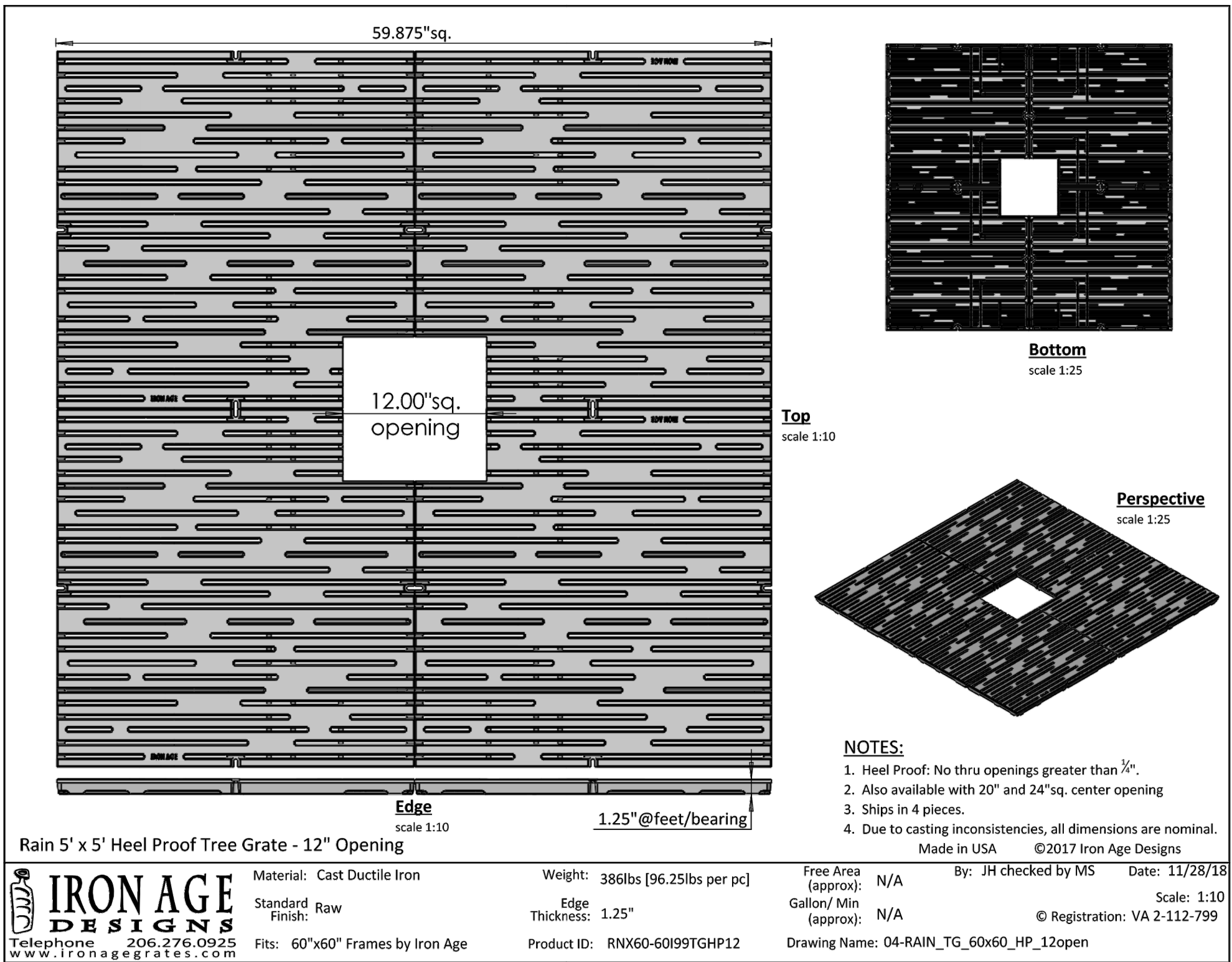
Precast Concrete Paver Slip-Resistance Test Report



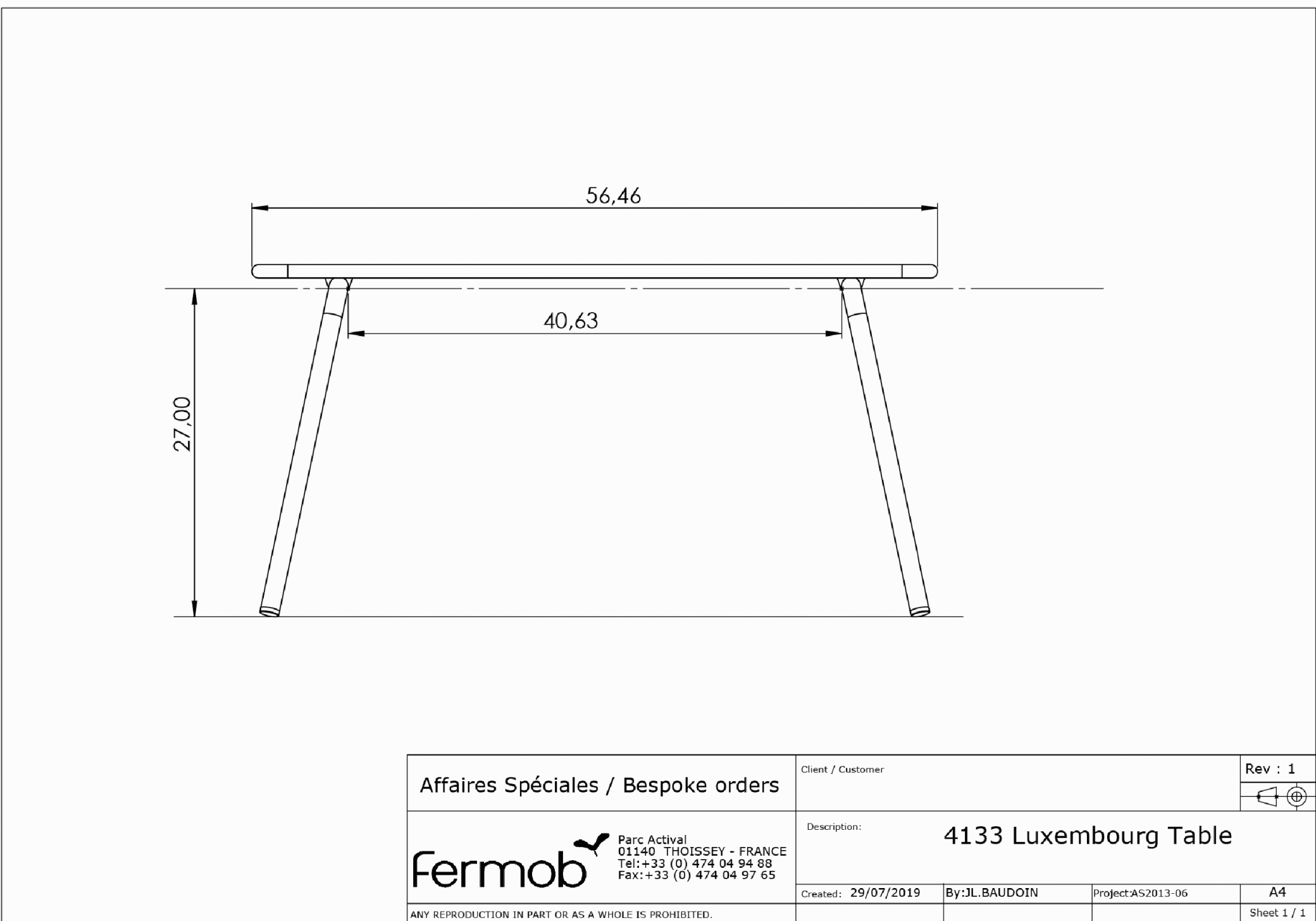
SAN FRANCISCO, CA 94133

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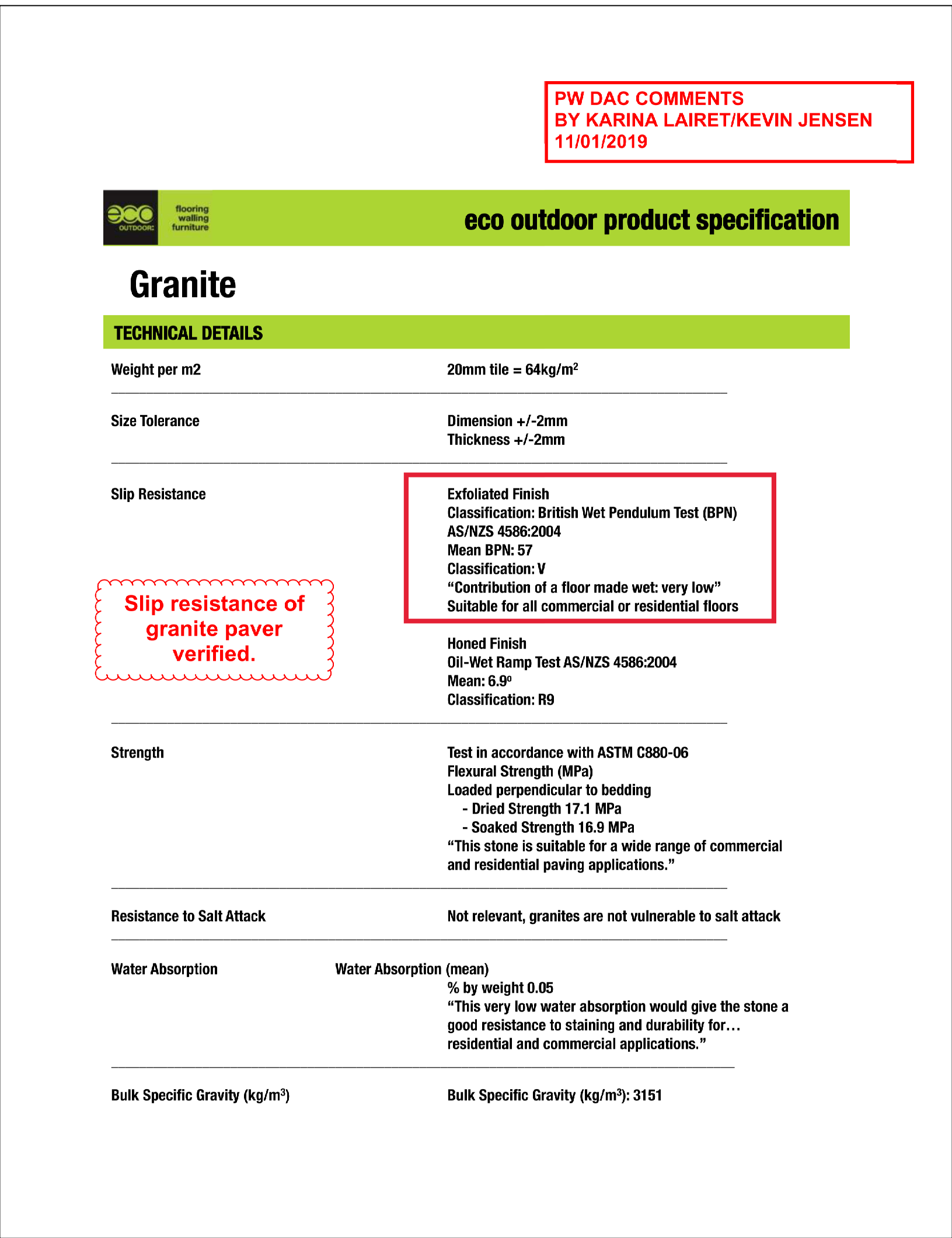
| No. | Date | Issue |
|-----|---------|------------------------------|
| 07 | APR 17 | SITE PERMIT COMMENTS |
| 14 | JULY 17 | SITE PERMIT COMMENTS |
| 19 | JULY 17 | SITE PERMIT COMMENTS |
| 08 | SEP 17 | ADDENDUM D |
| 13 | FEB 18 | REVISED PLAN PLACE |
| 05 | SEP 18 | DESIGN DEVELOPMENT |
| 10 | OCT 18 | BULLETIN 3 |
| 03 | DEC 18 | DPW PC Response |
| 10 | JAN 19 | Landscape Bulletin |
| 28 | JAN 19 | Bulletin 8 |
| 26 | MAR 19 | Site Addenda #12 - Landscape |
| 19 | SEP 19 | City Comment Response |
| 08 | NOV 19 | City Comment Response |
| 19 | NOV 19 | City Comment Response |
| 10 | DEC 19 | BULLETIN 23 - ROW REV |



Tree Grate Product Data



Accessible Table Product Data



Granite Tile Paver Slip-Resistance Test Report

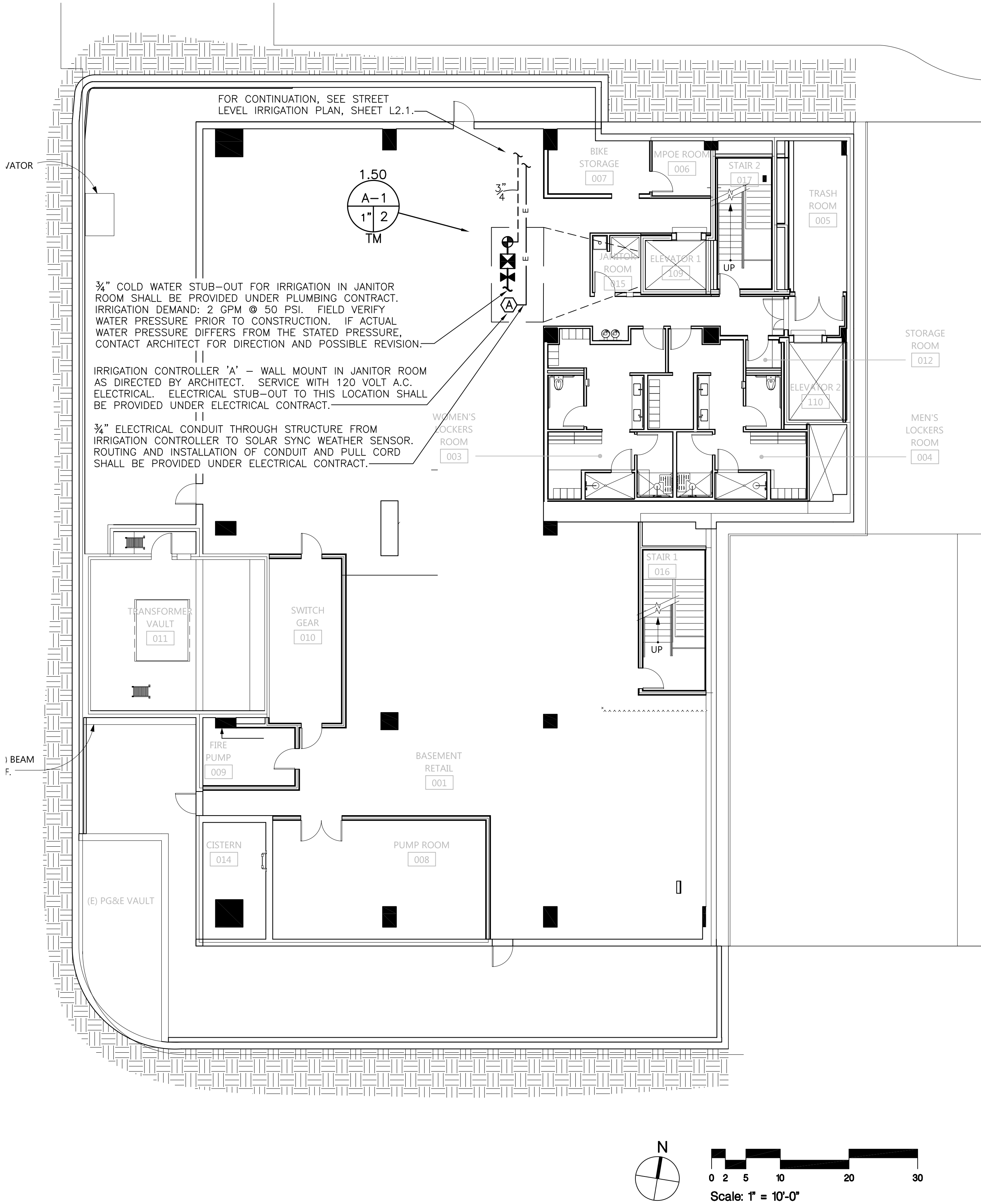
Drawing No.

L1.3

IRRIGATION WATERING SCHEDULE

| BUBBLER IRRIGATION FOR MODERATE WATER-USE TREES | | | | | | | | | | | | | | |
|---|--------------------------------|---|-------|------------------|-------|---------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| SPRINKLER MANUFACTURER: | | RAIN BIRD | | LOCATION: | | SAN FRANCISCO, CALIFORNIA | | | | | | | | |
| PRECIPITATION RATE (INCHES/HOUR): | | 1.50 | | BUBBLER SPACING: | | VARIES | | | | | | | | |
| IRRIGATION SYSTEM EFFICIENCY | | 0.81 | | FLOW (GPM): | | 0.25 X 2 | | | | | | | | |
| PLANT FACTOR: | | 0.50 | | | | | | | | | | | | |
| YEAR 2 REDUCTION AMOUNT: | | -10% OF YEAR 1 (ESTABLISHMENT) RUN TIME MINUTES | | | | | | | | | | | | |
| | MONTH: | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL |
| | ETO PER MONTH (INCHES): | 1.50 | 1.30 | 2.40 | 3.00 | 3.70 | 4.60 | 4.90 | 4.80 | 4.10 | 2.80 | 1.30 | 0.70 | 35.10 |
| | ETO PER WEEK (INCHES): | 0.346 | 0.300 | 0.554 | 0.693 | 0.855 | 1.062 | 1.132 | 1.109 | 0.947 | 0.647 | 0.300 | 0.162 | |
| | APPLIED ETO PER WEEK (INCHES): | 0.214 | 0.185 | 0.342 | 0.428 | 0.527 | 0.656 | 0.699 | 0.684 | 0.584 | 0.399 | 0.185 | 0.100 | |
| MINUTES OF WATER PER WEEK: | YEAR 1 | 9 | 7 | 14 | 17 | 21 | 26 | 28 | 27 | 23 | 16 | 7 | 4 | |
| | YEAR 2 | 8 | 7 | 12 | 15 | 19 | 24 | 25 | 25 | 21 | 14 | 7 | 4 | |
| DAYS PER WEEK: | YEAR 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | |
| | YEAR 2 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | |
| MINUTES OF WATER PER DAY: | YEAR 1 | 9 | 7 | 7 | 9 | 11 | 13 | 14 | 14 | 12 | 8 | 7 | 4 | |
| | YEAR 2 | 8 | 7 | 6 | 8 | 9 | 12 | 13 | 12 | 11 | 7 | 7 | 4 | |
| CYCLES PER DAY: | YEAR 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | YEAR 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| MINUTES PER CYCLE: | YEAR 1 | 9 | 7 | 7 | 9 | 11 | 13 | 14 | 14 | 12 | 8 | 7 | 4 | |
| | YEAR 2 | 8 | 7 | 6 | 8 | 9 | 12 | 13 | 12 | 11 | 7 | 7 | 4 | |

NOTES:
THE CHARTS ARE INTENDED TO BE USED AS A GUIDELINE ONLY AND INDICATE APPROXIMATE RUN TIMES (IN MINUTES) FOR EACH ZONE BASED ON ESTIMATED WEEKLY WATER REQUIREMENTS FOR ESTABLISHED PLANT MATERIAL. THE FIGURES SHOWN IN THIS SCHEDULE ARE APPROXIMATE AND HAVE BEEN DEVELOPED FROM LOCAL CURRENT AVERAGES FOR EVAPOTRANSPIRATION, AND REFLECT MAXIMUM IRRIGATION REQUIREMENTS OF THE PLANT MATERIAL BASED ON PLANT TYPE AND SPACING. ACTUAL RUN TIMES MAY BE DIFFERENT DEPENDING ON A VARIETY OF FACTORS INCLUDING TOPOGRAPHY, SOIL STRUCTURE, SUN AND WIND EXPOSURE, WEATHER, ACTUAL PLANT WATER REQUIREMENTS, ETC.



IRRIGATION LEGEND

| SYMBOL | MODEL NUMBER | DESCRIPTION |
|--------|----------------|---|
| ■ | 1401 | RAIN BIRD BUBBLER (TREE) |
| □ | RWS-B-C-1401 | RAIN BIRD BUBBLER WITH DEEP WATERING BUBBLER ASSEMBLY AND CHECK VALVE (TREE) |
| ⊕ | 100-EFB-CP | RAIN BIRD BRASS REMOTE CONTROL VALVE |
| ⊗ | T-113-LF | NIBCO GATE VALVE -LEAD FREE (LINE SIZE) |
| ⊕ | 975XL2-1" | WILKINS REDUCED PRESSURE BACKFLOW ASSEMBLY (LEAD FREE) |
| Ⓐ | IC-600-M | HUNTER I-CORE CONTROLLER (WALL MOUNT) |
| SS | SOLAR-SYNC SEN | HUNTER SOLAR SYNC WEATHER SENSOR |
| ○ | | PRECIPITATION RATE |
| ○ | | CONTROLLER & STATION NUMBER |
| ○ | | APPROXIMATE FLOW (GPM) |
| ○ | | REMOTE CONTROL VALVE SIZE AND FILTER SIZE |
| ○ | | SEE PLANT WATER REQUIREMENT INFORMATION BELOW LH - LAWN/HIGH WATER LM - LAWN/MODERATE WATER LL - LAWN/LOW WATER SH - SHRUB & GROUNDCOVER/HIGH WATER SM - SHRUB & GROUNDCOVER/MODERATE WATER SL - SHRUB & GROUNDCOVER/LOW WATER TH - TREE/HIGH WATER TM - TREE/MODERATE WATER TL - TREE/LOW WATER |
| ○ | | COPPER PIPE: TYPE "K" COPPER PIPE WITH WROUGHT COPPER SOLDER JOINT FITTINGS. ROUTING AND INSTALLATION THROUGH STRUCTURE SHALL BE PROVIDED UNDER PLUMBING CONTRACT. |
| ○ | | LATERAL LINE: 1120--SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD FITTINGS. 18" COVER. 24" COVER UNDER VEHICULAR PAVING. |
| ○ | | SLEEVING: 1120--SCHEDULE 40 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER. |

IRRIGATION NOTES

- THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS WHERE POSSIBLE. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR IS REQUIRED TO INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF THE CONTRACT WORK INCLUDING OBSTRUCTIONS, GRADE DIFFERENCES OR AREA DIMENSIONAL DIFFERENCES WHICH MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IN THE EVENT OF FIELD DIFFERENCES, THE CONTRACTOR IS REQUIRED TO PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATION. THE CONTRACTOR IS ALSO REQUIRED TO NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH ALL APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALLS, ROADWAYS, PAVING, STRUCTURE, ETC., BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL REQUIRED REVISIONS.
- THE CONTRACTOR SHALL EXERCISE CARE IN LOCATING PIPING AS TO NOT CONFLICT WITH OTHER UTILITIES. DO NOT INSTALL IRRIGATION PIPING PARALLEL TO AND DIRECTLY OVER OTHER UTILITIES.
- THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLERS TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL WATER REQUIREMENTS, MOUNDS AND SLOPES, SUN, SHADE, AND WIND EXPOSURES.
- AT THE END OF THE REQUIRED MAINTENANCE PERIOD OF THE CONTRACTOR, THE OWNER SHALL PROVIDE REGULAR MAINTENANCE OF THE IRRIGATION SYSTEM TO ENSURE THE EFFICIENT USE OF WATER. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO CHECKING, ADJUSTING, AND REPAIRING IRRIGATION EQUIPMENT AND CONTROL SYSTEM.
- 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO IRRIGATION CONTROLLER LOCATION TO BE PROVIDED UNDER ELECTRICAL CONTRACT WORK. IRRIGATION CONTRACTOR TO MAKE FINAL CONNECTION FROM ELECTRICAL STUB-OUT TO CONTROLLERS AND PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS.
- EACH IRRIGATION CONTROLLER TO HAVE ITS OWN INDEPENDENT 24 VOLT COMMON GROUND WIRE.
- CONTRACTOR SHALL PROGRAM THE IRRIGATION CONTROLLER TO PROVIDE IRRIGATION TO ALL PLANTING WITHIN THE ALLOWED WATERING WINDOW OF TIME AS REQUIRED. THE CONTRACTOR SHALL CREATE CONTROLLER PROGRAMING THAT WILL NOT EXCEED THE MAXIMUM GALLONS PER MINUTE FLOW RATE STATED ON THE DRAWINGS, AND NOT EXCEED THE CAPACITY OF ANY MAINLINE PIPING.
- THE IRRIGATION CONTRACTOR SHALL FLUSH ALL SYSTEMS FOR OPTIMUM PERFORMANCE AND COVERAGE OF THE LANDSCAPE AREA. THIS SHALL INCLUDE ADJUSTING THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.
- LOCATE BUBBLERS ON UP-HILL SIDE OF TREE.
- INSTALL A FLO CONTROL (NDS) 1002 SERIES SPRING LOADED CHECK VALVE BELOW THOSE BUBBLERS WHERE LOW HEAD DRAINAGE WILL CAUSE EROSION AND/OR EXCESS WATER.
- WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. TRENCHES ADJACENT TO TREE SHOULD BE CLOSED WITHIN TWENTY-FOUR (24) HOURS; AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.
- IRRIGATION CONTRACTOR TO NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
- PRESSURE TEST PROCEDURE. THE CONTRACTOR SHALL:
 - NOTIFY ARCHITECT AT LEAST THREE (3) DAY IN ADVANCE OF TESTING.
 - PERFORM TESTING AT HIS OWN EXPENSE.
 - CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO PREVENT ARCHING OR SLIPPING UNDER PRESSURE. NO FITTING SHALL BE COVERED.
 - APPLY THE FOLLOWING TESTS AFTER WELD PLASTIC PIPE JOINTS HAVE CURED AT LEAST 24 HOURS.
 - TEST LIVE (CONSTANT PRESSURE) AND QUICK COUPLER LINE HYDROSTATICALLY AT 125 PSI MINIMUM. LINES WILL BE APPROVED IF TEST PRESSURE IS MAINTAINED FOR SIX (6) HOURS. THE LINE WILL BE APPROVED OR NOT APPROVED AS SUCH RESULTS MAY INDICATE. THE CONTRACTOR SHALL MAKE TESTS AND REPAIRS AS NECESSARY UNTIL TEST CONDITIONS ARE MET.
 - TEST RCV CONTROLLED LATERAL LINES WITH WATER AT LINE PRESSURE AND VISUALLY INSPECT FOR LEAKS. RETEST AFTER CORRECTING DEFECTS.
- THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.
- IRRIGATION DEMAND: 2 GPM AT 50 PSI STATIC PRESSURE AT IRRIGATION POINT OF CONNECTION. FIELD VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. IF ACTUAL WATER PRESSURE DIFFERS FROM THE STATED PRESSURE CONTACT ARCHITECT FOR DIRECTION AND POSSIBLE REVISION.
- PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL T-2, CHRISTY'S ULTRA SEAL, OR APPROVED EQUAL.
- RECORD DRAWINGS:
 - THE CONTRACTOR SHALL MAINTAIN IN GOOD ORDER IN THE FIELD OFFICE ONE COMPLETE SET OF BLACK LINE PRINTS OF ALL SPRINKLER DRAWINGS WHICH FORM A PART OF THE CONTRACT, SHOWING ALL WATER LINES, SPRINKLERS, VALVES, CONTROLLERS AND STUB-OUTS. IN THE EVENT ANY WORK IS NOT INSTALLED AS INDICATED ON THE DRAWINGS, SUCH WORK SHALL BE CORRECTED AND DIMENSIONED ACCURATELY FROM THE BUILDING WALLS.
 - ALL UNDERGROUND STUB-OUTS FOR FUTURE CONNECTIONS AND VALVES SHALL BE LOCATED AND DIMENSIONED ACCURATELY FROM BUILDING WALLS ON ALL RECORD DRAWINGS.
 - UPON COMPLETION OF THE WORK, OBTAIN REPRODUCIBLE PRINTS FROM ARCHITECT AND NEATLY CORRECT THE PRINTS TO SHOW THE AS-BUILT CONDITIONS.

IRRIGATION COORDINATION NOTES

- ALL COPPER PIPING WITHIN STRUCTURE TO BE PROVIDED, ROUTED, AND INSTALLED BY PLUMBING CONTRACTOR. EXIT OF PIPE INTO PLANTER SHALL BE 24" BELOW FINISH GRADE.
- CONDUIT FOR CONTROL WIRE AND WEATHER SENSOR WIRE SHALL BE INSTALLED UNDER ELECTRICAL CONTRACT WORK. COORDINATE WITH ARCHITECT FOR RAIN SWITCH LOCATION AND CONDUIT ROUTING.

DICKSON & ASSOCIATES, INC.
LANDSCAPE IRRIGATION
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TEL(530) 547-5515 www.dicksoninc.net
P.O. BOX 415
PALO CEDRO, CALIFORNIA 96073
© Dickson & Associates, Inc.

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Tel 510 865 8663
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SMITH+SMITH

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F: (415) 543-9740 San Francisco, CA 94123
www.smstl2.com

LANDSCAPE ARCHITECTS

16.016.10

300
GRANT
AVE.
SAN FRANCISCO

SAN FRANCISCO, CA 94133

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| No. | Date | Issue |
|-----|---------|------------------------------|
| 07 | APR 17 | SITE PERMIT COMMENTS |
| 14 | JULY 17 | SITE PERMIT COMMENTS |
| 19 | JULY 17 | SITE PERMIT COMMENTS |
| 08 | SEP 17 | ADDENDUM D |
| 13 | FEB 18 | REVISED PLAN PLACE |
| 05 | SEP 18 | DESIGN DEVELOPMENT |
| 10 | OCT 18 | BULLETIN 3 |
| 03 | DEC 18 | DPW PC Response |
| 10 | JAN 19 | Landscape Bulletin |
| 28 | JAN 19 | Bulletin 8 |
| 26 | MAR 19 | Site Addenda #12 - Landscape |
| 19 | SEP 19 | City Comment Response |
| 08 | NOV 19 | City Comment Response |
| 19 | NOV 19 | City Comment Response |
| 10 | DEC 19 | BULLETIN 23 - ROW REV |

Project 49850
Scale
Drawing Title

BASMETNET LEVEL IRRIGATION
PLAN, LEGEND & SCHEDULES

Drawing No.

L2.0

SMITH+SMITH

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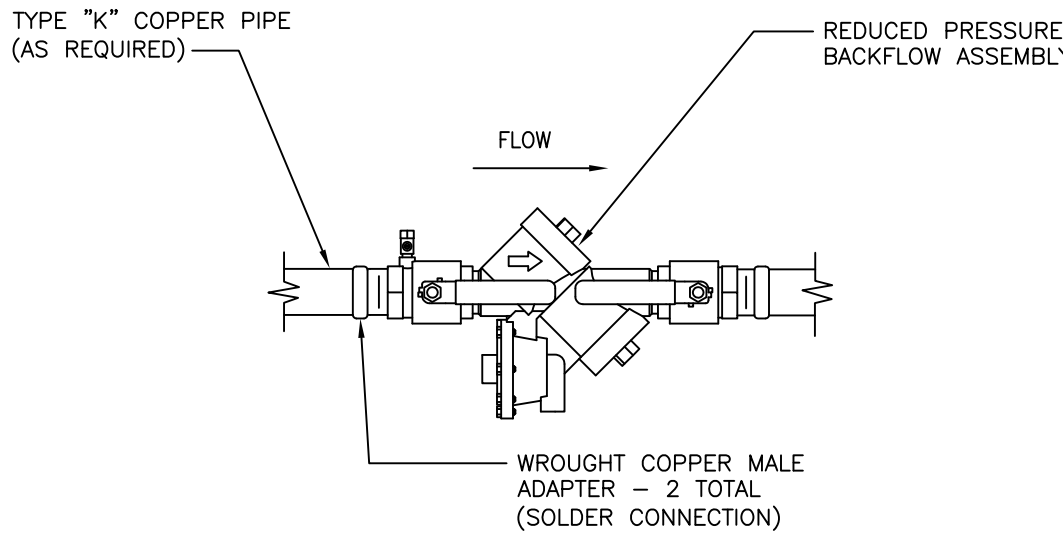
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| | 19 NOV 19 | City Comment Response |
| ⚠ | 10 DEC 19 | BULLETIN 23 - ROW REV |

Project 49850
Scale
Drawing Title
STREET LEVEL IRRIGATION PLAN

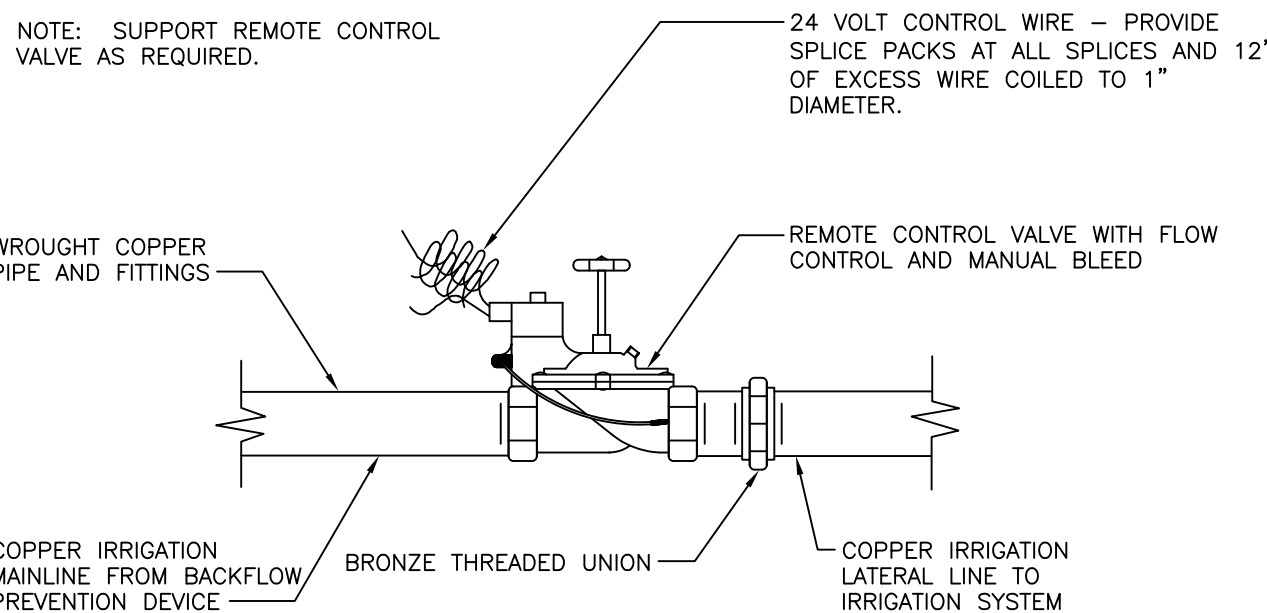
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L2.1

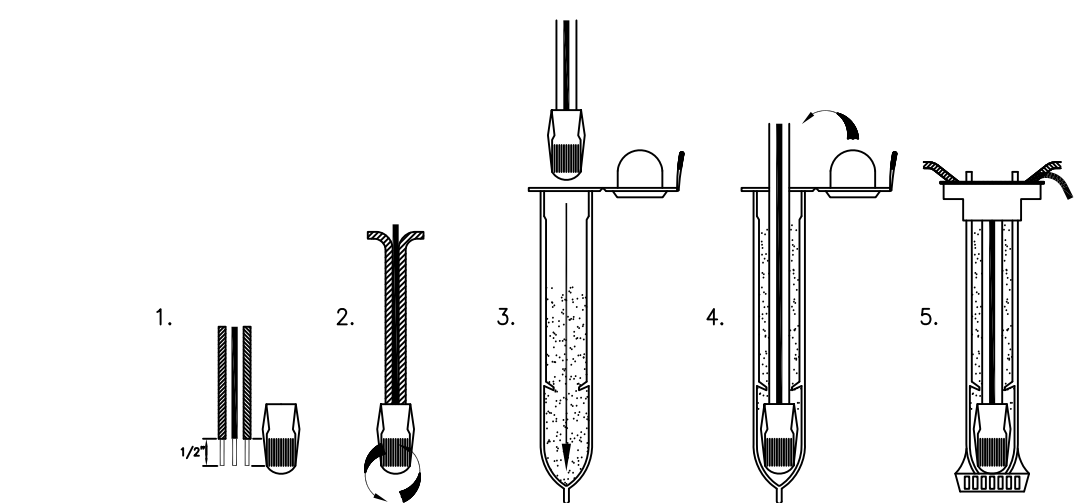
- NOTES:
1. SUPPORT BACKFLOW UNIT AS REQUIRED.
2. INSTALL IN STRUCTURE AS DIRECTED BY ARCHITECT.



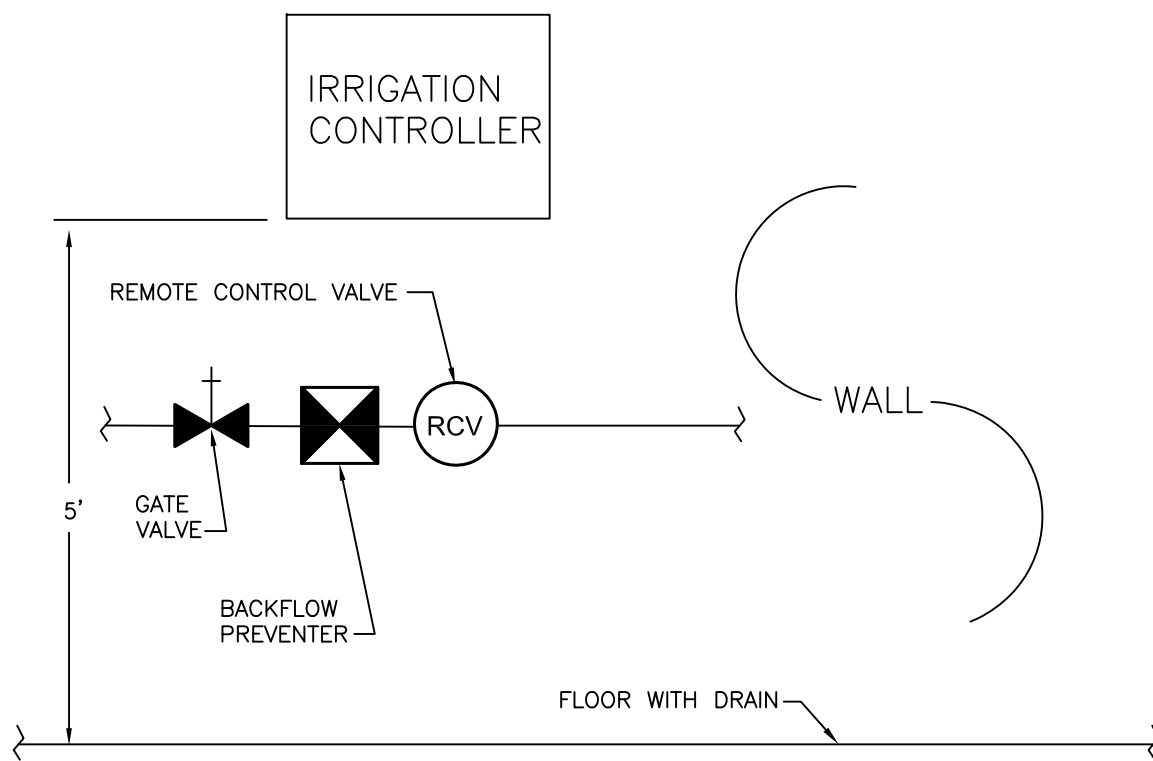
REDUCED PRESSURE BACKFLOW ASSEMBLY
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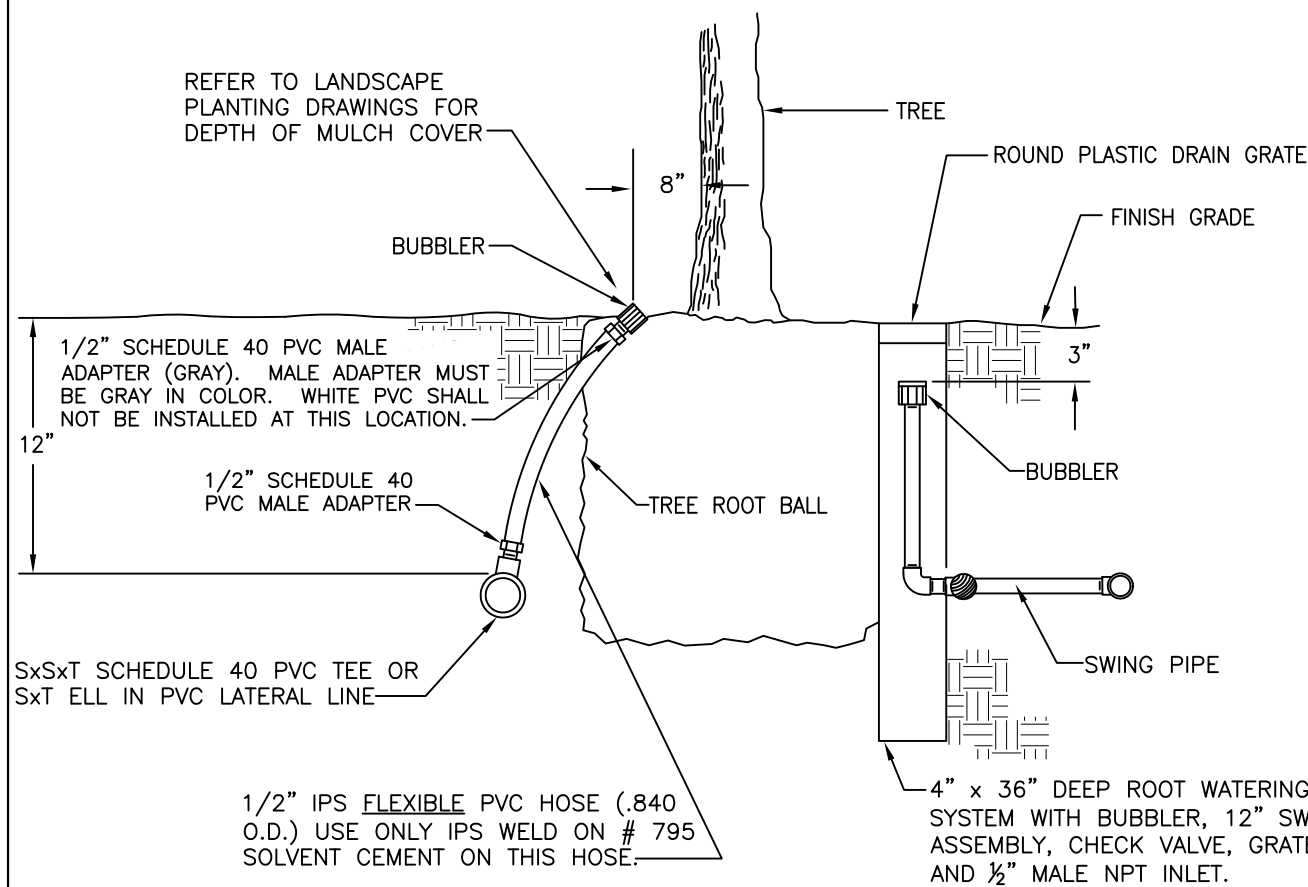
REMOTE CONTROL VALVE IN STRUCTURE
NOT TO SCALE



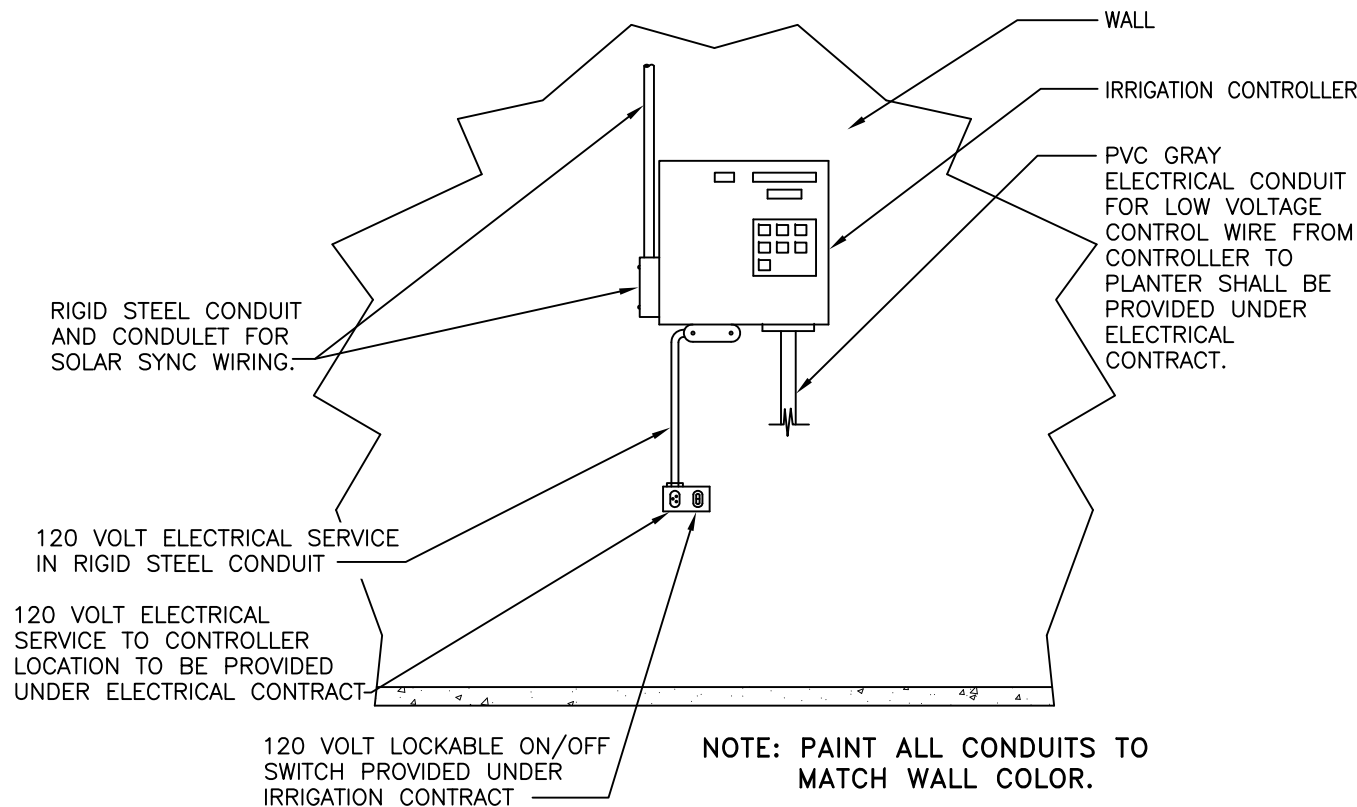
WEATHERPROOF SPLICE ASSEMBLY
NOT TO SCALE



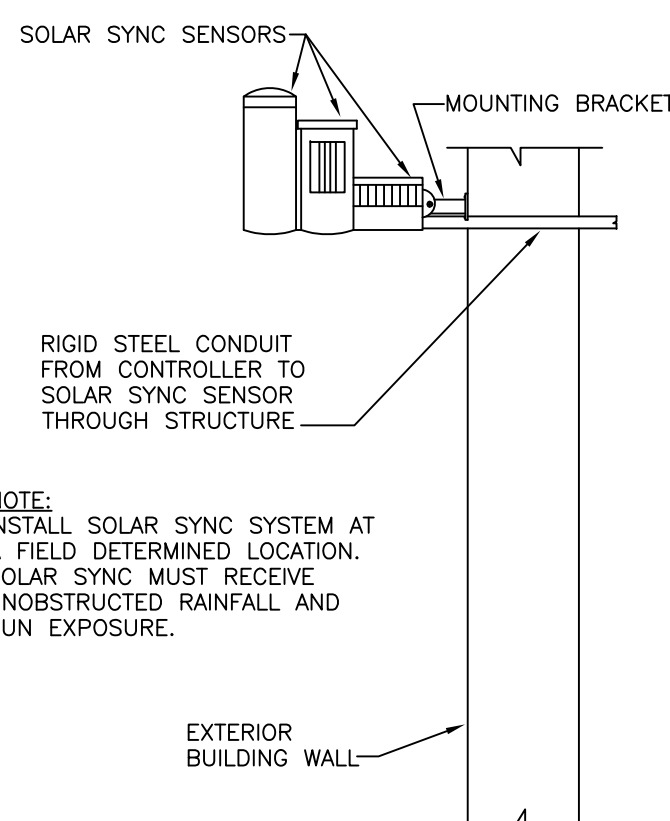
IRRIGATION EQUIPMENT DIAGRAM
NOT TO SCALE



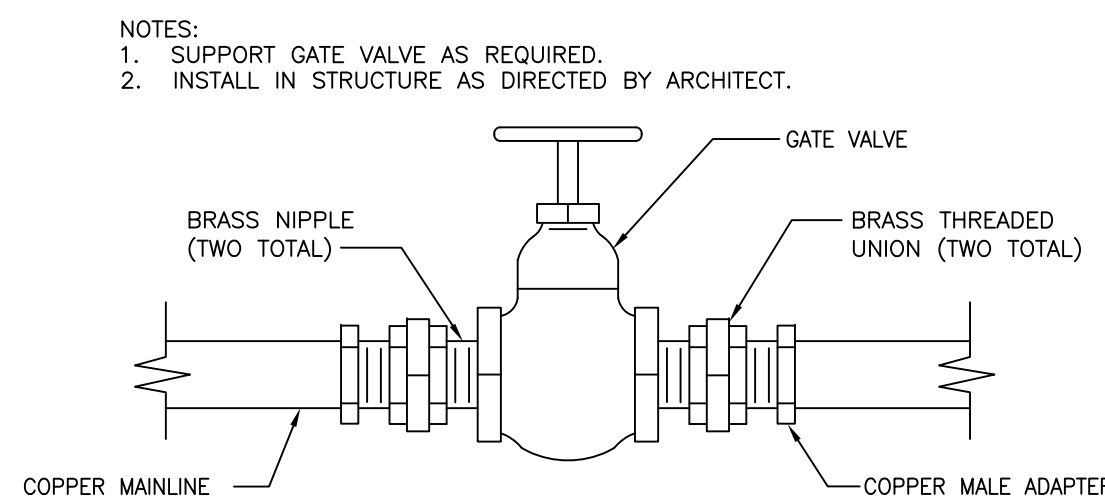
TREE BUBBLER
NOT TO SCALE



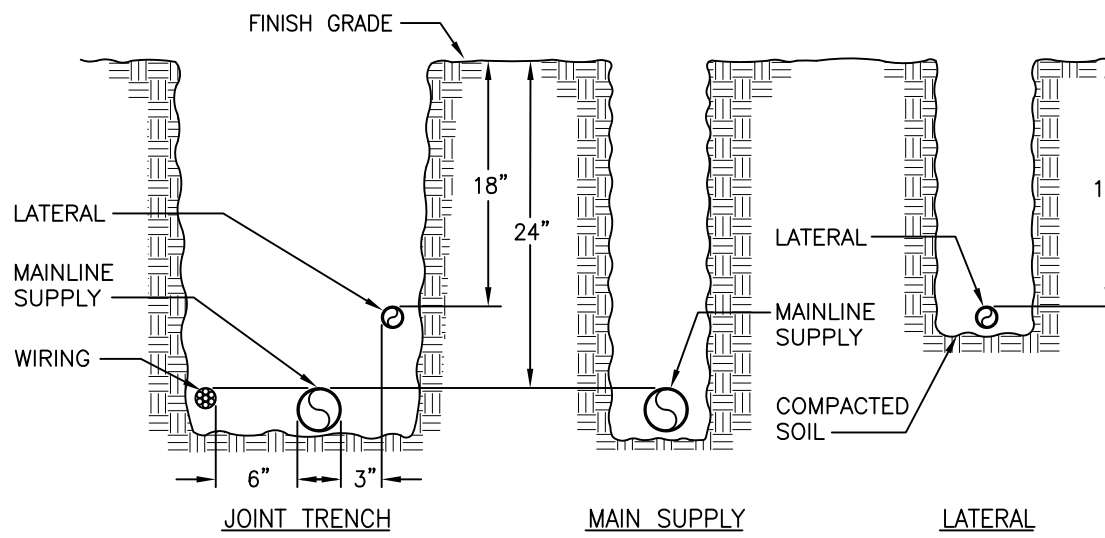
WALL MOUNT CONTROLLER
NOT TO SCALE



SOLAR SYNC SENSOR
NOT TO SCALE

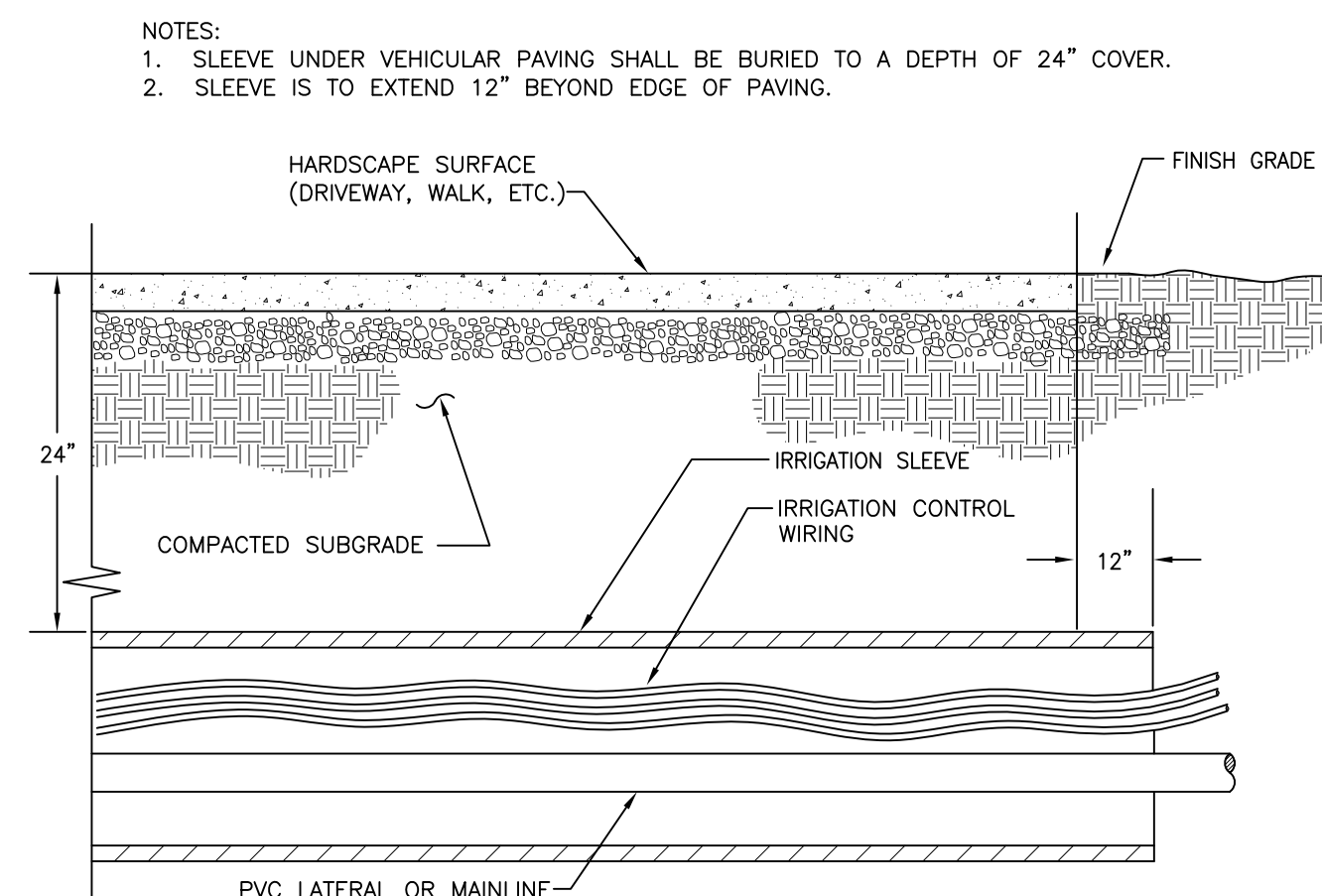


GATE VALVE
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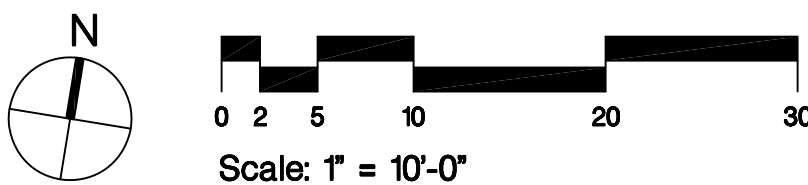
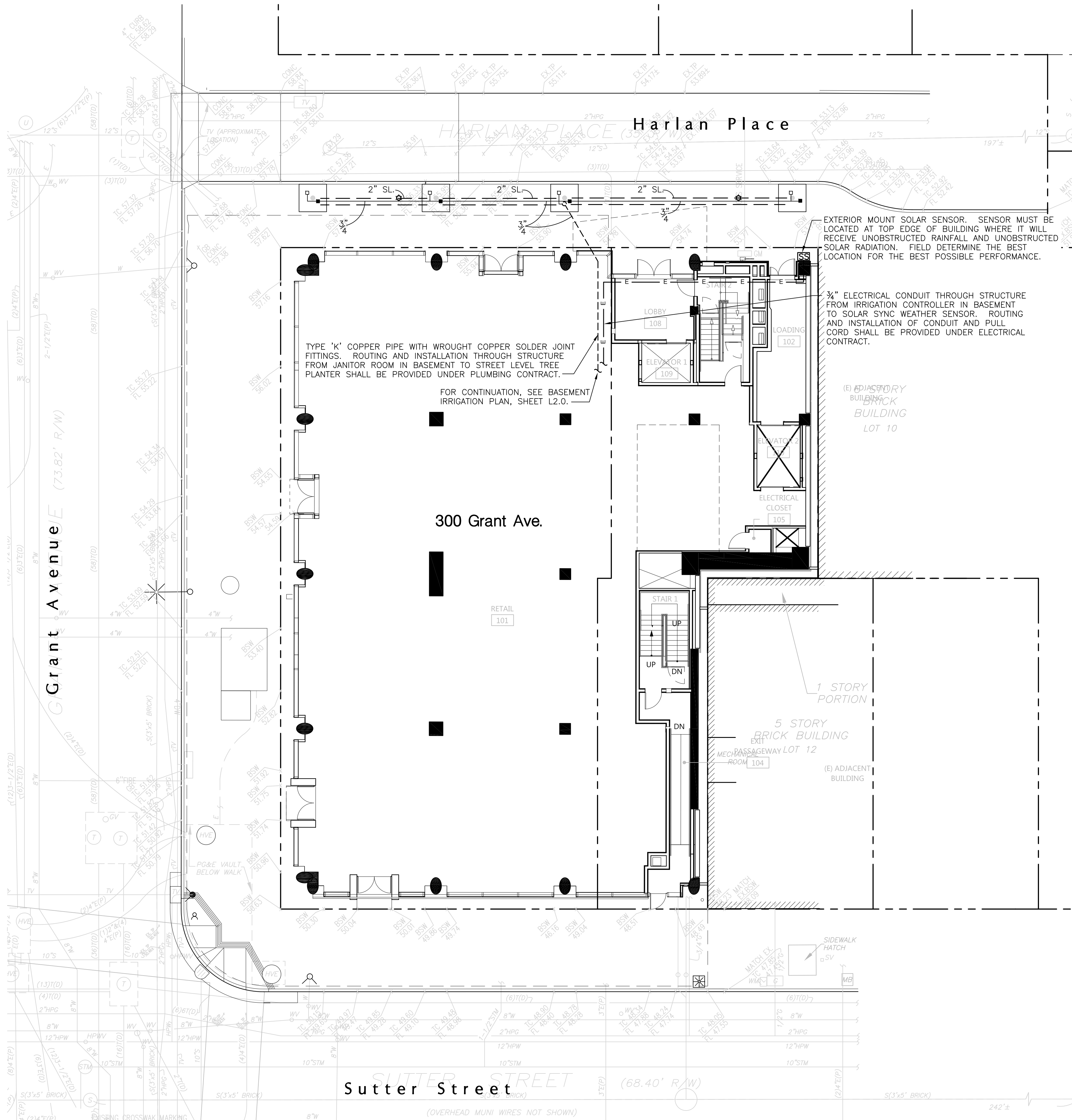




- NOTES:
1. ALL PLASTIC PIPING SHALL BE INSTALLED IN THE TRENCH IN A SERPENTINE MANNER AS PER THE MANUFACTURER'S SPECIFICATIONS.
2. ALL SUPPLY LINES TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
3. TAPE AND BUNDLE TUBING OR WIRING AT 10 FEET INTERVALS.
4. ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES.
5. BACKFILL MATERIAL SHALL BE THE EARTH EXCAVATED FROM THE TRENCHES, FREE FROM ROCKS, CONCRETE CHUNKS, AND OTHER FOREIGN OR COARSE MATERIALS. CAREFULLY SELECT BACKFILL THAT IS TO BE PLACED NEXT TO PLASTIC PIPE TO AVOID ANY SHARP OBJECTS WHICH MAY DAMAGE THE PIPE.

TRENCHING DETAIL
NOT TO SCALE



SLEEVE INSTALLATION
NOT TO SCALE



| No. | Date | Issue |
|---|------------|------------------------------|
| | 07 APR 17 | SITE PERMIT COMMENTS |
| | 14 JULY 17 | SITE PERMIT COMMENTS |
| | 19 JULY 17 | SITE PERMIT COMMENTS |
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| | 19 NOV 19 | City Comment Response |
|  | 10 DEC 19 | BULLETIN 23 - ROW REV |

SCALE : N.T.S.



San Francisco Public Works
General – Director's Office
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 www.SFPublicWorks.org

Public Works Order No: 202973

SAN FRANCISCO PUBLIC WORKS DIRECTOR'S DECISION FOR MAJOR (STREET) ENCROACHMENT PERMIT (17ME-0004) TO OCCUPY, CONSTRUCT, AND MAINTAIN THE FOLLOWING IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY:

- 1) A RAISED CROSSWALK ACROSS HARLAN PLACE EAST OF GRANT AVE
- 2) PAVERS WITHIN THE SIDEWALK FURNISHING ZONES OF SUTTER STREET, GRANT AVE, AND HARLAN PLACE FRONTING 300 GRANT AVE (BLOCK 0287 LOT 014)
- 3) THREE BENCHES WITHIN PROPOSED PAVERS ALONG HARLAN PLACE FRONTING 300 GRANT AVE (BLOCK 0287 LOT 014)
- 4) PAVERS ON HARLAN PLACE BEGINNING APPROXIMATELY FIFTY FEET FROM GRANT AVE FOR A DISTANCE OF ONE HUNDRED AND FIVE FEET EASTERLY
- 5) ONE BOLLARD EACH ON THE NORTH AND SOUTH SIDEWALKS OF HARLAN PLACE FRONTING 469 BUSH STREET (BLOCK 0287 LOT 017) AND 300 GRANT AVE (BLOCK 0287 LOT 014) RESPECTIVELY

APPLICANT: A.R. Sanchez-Corea & Associates, Inc.

301 Junipero Serra Blvd. Suite 270

San Francisco, CA 94110

Attention: Nick Elsner

OWNER: A-Z300 Grant LLC

405 Howard Street

San Francisco, CA 94105

Attention: Jason Smith, JLL

PROPERTY DESCRIPTION: Lot 014 in Assessor's Block 0287

300 Grant Ave

San Francisco, CA 94108

DESCRIPTION OF REQUEST:

Street (Major) Encroachment Permit 17ME-0004. A.R. Sanchez-Corea & Associates, Inc. (hereafter referred to as "Applicant", or "Permittee") has requested to occupy, construct, and maintain the following improvements within the public right of way:

- 1) A raised crosswalk across Harlan Place east of Grant Ave
- 2) Pavers within the sidewalk furnishing zones of Sutter Street, Grant Ave, and Harlan Place fronting 300 Grant Ave (block 0287 lot 014)
- 3) Three benches within proposed pavers along Harlan Place fronting 300 Grant Ave (block 0287 lot 014)
- 4) Pavers on Harlan Place beginning approximately fifty feet from Grant Ave for a distance of one hundred and five feet easterly
- 5) One bollard each on the north and south sidewalks of Harlan Place fronting 469 Bush Street (block 0287 lot 017) and 300 Grant Ave (block 0287 lot 014) respectively

BACKGROUND:

1. On September 13, 2017, the applicant filed a letter of request with Public Works (PW) to consider approval of a Major (Street) Encroachment Permit.
2. Planning determined, in their email correspondence dated January 9, 2018 that the Major Encroachment application is in conformity with the General Plan.
3. The project has been approved by MTA Board on January 7, 2020.
4. PW mailed out a Notice for Public Hearing 10 calendar days prior to the hearing to all property owners within 300-foot radius of the subject encroachments.
5. No objections or inquiries were received by the Department.
6. A public hearing was held on February 12, 2020.
7. Hearing Officer, Janet Ng, conducted the hearing and heard testimonies regarding the subject encroachment.
8. Nick Elsner, agent of the property owner, presented the project at the hearing.
9. No public testimony was presented at the public hearing in favor of or in opposition to the proposed encroachments. One public asked about the schedule of the project which Nick Elsner addressed.
10. The Hearing Officer made a decision after hearing the above testimony, and reviewing the application, reports, plans and other documents contained in the Department of Public Works files.

RECOMMENDATION CONDITIONAL APPROVAL of the request for a Major (Street) Encroachment Permit with transmittal to the Board of Supervisors for approval based on the following conditions and findings.

CONDITIONAL OF APPROVAL: The applicant shall fulfill all permit requirements of the Major Encroachment Permit.

FINDING 1: The application has been reviewed and approved by various Departments within the City and conforms to the City’s General Plan.

X DocuSigned by:
Yee, Ed
CC687730B0FF406...
Yee, Ed
Acting Bureau Manager

X DocuSigned by:
Suzanne Suskind
3619FDB7F6564EA...
Suskind, Suzanne
Deputy Director and City Engineer

X DocuSigned by:
Alaric Degrafinried
8179336C84404A5...
Degrafinried, Alaric
Acting Director



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

Date: Nov 15th, 2017

To: Richard Saunders
St Bride's Managers, LLC
2 Stamford Landing, 68 Southfield Ave., Suite 115
Stamford, CT 06902

From: Anne Brask
San Francisco Planning Department

Re: Streamlined Approval Process for Certain Official Sidewalk Width Changes -
Bulb-outs and Sidewalk Widening Less than One Linear Block

Case No. Case No. 2017-012658GPR
Sidewalk Widening at Harlan Place and bulbout at Grant Ave. and Sutter St.

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

The Department of Public Works (DPW) has established a streamlined process for approval of certain official sidewalk width changes that are supported by the City's General Plan, Better Streets Plan, and approved neighborhood streetscape plans. The proposed project has been forwarded to the Planning Department for review and comment as part of this streamlined process.

The proposed project involves widening the existing sidewalk at Harlan Place and establishing a bulb-out at the northeast curb of Grant Avenue and Sutter Street, including installation of ADU curb ramps, new curb and gutter, and new catch basin. The bulb-out will be 6 feet wide and the Harlan Place sidewalk will be widened to 12 feet.

The Planning Department finds that the proposed sidewalk width changes are supported by the Better Streets Plan which was found to be consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 (b) in Planning Commission Resolution No. 18212 and Board of Supervisors Ordinance 310-10; and incorporates those findings herein by reference. Please refer to the Design Guidelines of the Better Streets Plan, located at <http://www.sfbetterstreets.org/design-guidelines>, for direction on design, furniture placement, and materials selection within the proposed sidewalk change.

The project is eligible for streamlined environmental review per Section 15183 of the California Environmental Quality Act (CEQA) Guidelines and California Public Resources Code Section 21083.3. The project was reviewed pursuant to Case Number 2015-005209ENV issued November 18, 2016.



SAN FRANCISCO PLANNING DEPARTMENT

December 3, 2019

GENERAL PLAN REFERRAL NOTE TO FILE

CASE NO. 2015-000878GPR 300 GRANT AVENUE - ENCROACHMENT PERMIT

On January 9, 2018, the Planning Department completed a General Plan Referral (GPR) the 300 Grant Avenue project's major encroachment permit application for improving the existing pedestrian realm by creating a publicly-accessible open space on Harlan Place via various improvements including upgraded paving with tables and chairs for daily use.

Since the release of this General Plan Referral, the project has changed. The initial design used planter boxes on casters to close off Harlan Place to vehicular traffic. At the request of the San Francisco Fire Department, the new design replaces the planter boxes with knock-down bollards.

This Note to the File clarifies that the San Francisco Planning Department finds both the initial and revised designs associated with case number 300 Grant Avenue's public realm improvements (case no. 2015-000878GPR) to be in conformance with the City's General Plan and that the project's environmental clearance still stands in light of the refined project design.

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SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- | | |
|--|---|
| <input type="checkbox"/> Inclusionary Housing (Sec 415) | <input checked="" type="checkbox"/> Public Open Space (Sec 138) |
| <input checked="" type="checkbox"/> Childcare Requirement (Sec 414) | <input checked="" type="checkbox"/> First Source Hiring (Admin. Code) |
| <input checked="" type="checkbox"/> Jobs Housing Linkage Program (Sec 413) | <input checked="" type="checkbox"/> Transportation Sust. Fee (Sec 411A) |
| <input checked="" type="checkbox"/> Downtown Park Fee (Sec 412) | <input checked="" type="checkbox"/> Public Art (Sec 429) |

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Planning Commission Motion No. 19811 Downtown Project Authorization

HEARING DATE: DECEMBER 8, 2016

Case No.: 2015-000878DNX/CUA/OFA
Project Address: 300 GRANT AVENUE/272 SUTTER STREET
Zoning: C-3-R (Downtown Retail) District
80-130-F Height and Bulk District
Downtown Plan Area
Block/Lot: 0287/013, 014
Owner: Grant Avenue Properties LLC
C/O St. Bride's Managers LLC Attn: John Loehr
Two Stamford Landing, Suite 115
69 Southfield Avenue
Stamford, CT 06902
Project Contact: Steve Atkinson, Arent Fox LLP
55 2nd Street, Ste. 2100
San Francisco, CA 94105
Staff Contact: Marcelle Boudreaux - (415) 575-9140
Marcelle.boudreaux@sfgov.org

ADOPTING FINDINGS RELATING TO A DOWNTOWN PROJECT AUTHORIZATION PURSUANT TO PLANNING CODE SECTION 309, TO ALLOW A PROJECT THAT INCLUDES THE DEMOLITION OF TWO COMMERCIAL BUILDINGS AND CONSTRUCTION OF ONE APPROXIMATELY 72,905 SQUARE FOOT COMMERCIAL BUILDING COMPRISED OF RETAIL AND OFFICE USES, APPROXIMATELY 83-FOOT-TALL, EXTENDING TO 96 FEET 1 INCH ARCHITECTURAL FEATURES, WITH EXCEPTIONS FOR FREIGHT LOADING (SECTIONS 152.1 AND 161), HEIGHT LIMITS IN 80-130-F ZONING DISTRICT (SECTION 263.8), AND BULK (SECTION 272), LOCATED AT THE NORTHEAST CORNER OF GRANT AVENUE AND SUTTER STREET, LOTS 013 AND 014 IN ASSESSOR'S BLOCK 0287, WITHIN THE 80-130-F HEIGHT AND BULK DISTRICTS, THE C-3-R (DOWNTOWN, RETAIL) ZONING DISTRICT, AND DOWNTOWN PLAN AREA.

PREAMBLE

WHEREAS, on September 17, 2015, Steve Atkinson, Arent Fox LLP ("Applicant") filed an application on behalf of the Owner with the San Francisco Planning Department (hereinafter "Department") for a Downtown Project Authorization for a Determination of Compliance pursuant to Section 309 with requested exceptions from Planning Code ("Code") requirements for "Exceptions to Height Limits in 80-130-F Height and Bulk Districts", "Freight Loading", "Bulk", for a project involving demolition of two Category V (Unrated) buildings and new construction of one 72,905 square foot, six-story, mixed-use commercial building, on the subject property located on Lot 013 and Lot 014 in Assessor's Block 0287; and

WHEREAS, In January 2007, the San Francisco Planning Commission (Planning Commission) adopted the 300 Grant Avenue Mitigated Negative Declaration, Case No. 2004.1245E, (MND); and

On July 12, 2007, the Planning Commission held a duly noticed public hearing on two appeals of the MND and declined to uphold the MND pending changes to the document; and

An Amended Mitigated Negative Declaration (AMND) was published on May 29, 2008 to address revisions to the project as well as the Planning Commission's comments. The Planning Commission held a subsequent public hearing on June 12, 2008 at which time the Planning Commission rejected the appeals and adopted a Final Mitigated Negative Declaration, as amended (FMND) in Motion No. 17614; and

An appeal of the FMND was filed with the San Francisco Board of Supervisors (Board of Supervisors) on July 2, 2009 and at a duly noticed public hearing on August 12, 2008, the Board of Supervisors upheld the FMND in Motion No. M08-135; and

On September 2, 2016, the Planning Department mailed a "Notification of Project Receiving Environmental Review" to community organizations, tenants of the affected property and properties adjacent to the project site, and those persons who own property within 300 feet of the project site. No comments related to environmental review were received in response; and

The Planning Department has prepared an Addendum to the Final Mitigated Negative Declaration (Addendum to FMND) pursuant to California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) (CEQA), Title 14 California Code of Regulations Sections 15000 et seq. (the "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"); and

The Addendum to FMND finds that since the preparation of the FMND in 2008, there have been no changes in the project or the project's circumstances or no new information leading to new significant impacts not previously analyzed in the FMND, or to a substantial increase in the severity of previously-identified significant impacts, or to new mitigation measures that would reduce the project's significant impacts, but that the project sponsor declines to implement. Therefore, the analysis in the FMND remains valid and no supplemental environmental analysis is necessary.

The Planning Department, Office of the Commission Secretary, is the custodian of records for this action, and such records are located at 1650 Mission Street, Fourth Floor, San Francisco, California.

WHEREAS, On September 10, 2015 the Project Sponsor submitted a request for a Major Permit to Alter for the demolition of two Category V (Unrated) buildings and new construction under Article 11 of the Planning Code, located within the Kearny-Market-Mason-Sutter Conservation District (Case No. 2015-000878PTA). On November 2, 2016, the Historic Preservation Commission conducted a duly noticed public hearing at a regularly scheduled meeting and adopted Motion No. 0291, approved the requested Major Permit to Alter; and

WHEREAS, On December 8, 2016, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2015-000878DNX/CUA/OFA. 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 the applicant, the Planning Department staff, and other interested parties; and

MOVED, that the Commission hereby authorizes the Downtown Project Authorization requested in Application No. 2015-000878DNX/CUA/OFA, subject to the conditions contained in **Exhibit A** of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the recitals above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and also constitute findings of this Commission.
2. **Site Description and Present Use.** The proposed 10,500-square-foot subject site area would encompass two parcels at the northeast corner of Grant Avenue and Sutter Street: 300 Grant Avenue (290 Sutter Street) and 272 Sutter Street. The 300 Grant Avenue building, currently occupied by a variety of retail tenants, is three stories. The 272 Sutter Street building is a one-story building occupied by retail use.
3. **Properties and Neighborhood.** The Project Site is located in the Downtown Plan Area, two blocks from the Union Square, and also located within the Kearny-Market-Mason-Sutter Conservation District. Land uses in the vicinity consist primarily of retail uses in buildings ranging from two to ten stories.

This District is a regional center for comparison shopper retailing and direct consumer services. It covers a compact area with a distinctive urban character, consists of uses with cumulative customer attraction and compatibility, and is easily traversed by foot. Like the adjacent Downtown Office District, this District is well-served by City and regional transit, with automobile parking best located at its periphery. Within the District, continuity of retail and consumer service uses is emphasized, with encouragement of pedestrian interest and amenities and minimization of conflicts between shoppers and motor vehicles. A further merging of this District with adjacent, related Districts is anticipated, partially through development of buildings which combine retailing with other functions.

4. **Proposed Project.** The proposed project involves demolition of the two subject buildings, merger of the two parcels and construction of one six-story with basement commercial building, approximately 83-foot-tall extending to approximately 96 feet 1 inch of architectural

features, to be comprised of retail use on floors basement through three, and approximately 29,703 gross square feet office use on floors four through six.

The building will occupy the entire project site with three visible facades facing Sutter Street, Grant Avenue, and Harlan Place. The building is proposed to be constructed to the property line, except for the approximate 2-foot setback at the ground story. Improvements to Harlan Place are proposed to enhance the public realm, and streetscape improvements are proposed at all three frontages. No off-street parking is proposed, and loading is proposed on-street at the Harlan Place alley.

The vertical tripartite design as proposed is consistent with the surrounding buildings that are composed of well-defined components of a base, shaft and capital. The façades of the proposed building will be divided into bays, characteristic of the District, demarcated by cement columns that extend into vertical metal piers. At the street level, each bay module is defined by bulkhead, coated aluminum storefront glazed system, and demarcated by ovoid white cement columns. The continuous vertical piers are expressed through the cement columns at the base that extend into coated steel piers to articulate the façade and provide a sense of scale. Further, the continuous vertical piers anchor the base of the building and strongly define the storefront bay modules. The new construction proposes to respond to the character of the District in a contemporary manner. Although an external screen is not typical, the incorporation of the screen helps define the tripartite building composition, while providing texture and depth, Details which are compatible with the surrounding buildings and the District.

5. **Public Comment/Public Outreach.** The Planning Department has received one communication in support of the project. A letter of concern was submitted to the Historic Preservation Commission from the representative of the Triton Hotel.
6. **Planning Code Compliance:** The Commission finds and determines that the Project is consistent with the relevant provisions of the Planning Code in the following manner:
 - A. **Floor Area Ratio (Sections 123, 124, and 210.2).** Planning Code Section 124 establishes basic floor area ratios (FAR) for all zoning districts. For C-3 zoning districts, the numerical basic FAR limit is set out in Section 210.2. The FAR for the C-3-R District is 6.0 to 1. Under Section 123, FAR can be increased to 9.0 to 1 with the purchase of transferable development rights (TDR).

The Project Site is 10,500 square feet in size, after the merger of two lots. Therefore, up to 63,000 square feet of gross floor area ("gfa") is allowed under the basic FAR limit, and up to 94,500 square feet of gfa is permitted with the purchase of TDR. The Project's total gross floor area is approximately 69,550 gfa, for a floor-area ratio of approximately 6.62-to-1. Conditions of Approval are included to require the Project Sponsor to purchase TDR for the increment of development between 6.0 to 1 FAR and 9.0 to 1 FAR (approximately 6,550 square feet).

The Project, which is compatible with the character of the Kearny-Mason-Market-Sutter Conservation District and in conformance with the Secretary of the Interior's Standards, would be constructed

according to current local building codes and would comply with all current seismic safety standards, in order to insure a high level of seismic safety.

- B. Publicly Accessible Open Space (Section 138).** Planning Code Section 138 requires new buildings in the C-3-R zoning district to provide public open space at a ratio of one square foot per 100 square feet of all uses except residential, institutional, or use in a predominantly retail/personal services building. The public open space must be located on the same development site or within 900 feet.

The Project proposes approximately 69,550 square feet (gsf) of non-residential use. It requires a total of 696 square feet of non-residential publicly-accessible open space. The Project proposes to improve the adjacent Harlan Place, a dead-end alley by re-paving approximately 4,400 square feet of the asphalt-paved street with high quality pavers to improve the pedestrian experience. Other improvements include installation of a temporary bollard system at the intersection with Grant Avenue to block off vehicular traffic, and programming the street for daytime use by people, at minimum between 11 a.m. and 3 p.m., through the installation of temporary moveable tables and chairs into the Harlan Place alley for use by the general public. The Sponsor shall be responsible for ensuring that the trash dumpsters by use at the subject site and other properties along Harlan Place do not linger in the Alley, so as to provide an enhanced pedestrian experience. In addition, the Sponsor will engage with the nearby food service vendors, including but not limited to the food service at the adjacent Triton Hotel and the Irish Bank at the end of the alley, which will enhance public use of the area.

The Sponsor is required to submit a Programming and Maintenance Plan, to be approved by the Planning Department, Department of Public Works and Fire Department, prior to approval of Architectural Addenda. Other improvements under strong consideration, with review and approval by Planning, Public Works and Fire Department, include development of a shared street on Harlan Place to match the street frontage of the Project, or sidewalk widening, for benefit of pedestrian access, tree planting and/or landscaping, inclusion of permanent benches and potentially installation of public art, as appropriate for this location.

The Project Sponsor shall comply with this requirement.

- C. Streetscape and Pedestrian Improvements (Section 138.1).** Planning Code Section 138.1(b) requires that when a new building is constructed in C-3 Districts, street trees, enhanced paving, and other amenities such as lighting, seating, bicycle racks, or other street furnishings must be provided.

The Project Sponsor shall comply with this requirement. The conceptual plan shows a curb bulb-out on Grant Avenue, enhanced paving on Grant Avenue, Sutter Street and Harlan Place, raised crosswalk at Harlan Place, bicycle parking, and potential installation of street trees, lighting, and street furniture on Harlan Place. The precise details of the streetscape improvements will be further refined throughout the building permit review process.

- D. Street Frontage in Commercial Districts (145.1(c)).** Section 145.1(c)(3) of the Planning Code requires that within Downtown Commercial Districts, space for "active uses" shall be provided within the first 25 feet of building depth on the ground floor. Spaces such as

lobbies are considered active uses only if they do not exceed 25% of the building's frontage at the ground level, or 40 feet, whichever is greater. Section 145.1(c)(2) of the Planning Code requires that no more than one-third of the width or 20 feet, whichever is less, of any given street frontage of a new or altered structure parallel to and facing a street shall be devoted to parking and loading ingress or egress. With the exception of space allowed for parking and loading access, building egress, and access to mechanical systems, space for active uses as defined in Subsection (b)(2) and permitted by the specific district in which it is located shall be provided within the first 25 feet of building depth on the ground floor and 15 feet on floors above from any facade facing a street at least 30 feet in width. Section 145.1(c)(4) of the Planning Code requires that ground floor non-residential uses in all C-3 Districts shall have a minimum floor-to-floor height of 14 feet, as measured from grade. Section 145.1(c)(5) requires the floors of street-fronting interior spaces housing non-residential active uses and lobbies shall be as close as possible to the level of the adjacent sidewalk at the principal entrance to these spaces. Section 145.1(c)(6) of the Planning Code requires that within Downtown Commercial Districts, frontages with active uses must be fenestrated with transparent windows and doorways for no less than 60 percent of the street frontage at the ground level and allow visibility to the inside of the building.

The proposed ground floor base is a double-height commercial space approximately 19 feet in height, defined by a bronze-colored aluminum storefront display system, with transparent glazing, and pedestrian-scale awnings, which are compatible with the District.

The proposed active retail use at ground floor extends greater than 25 feet of building depth along the Sutter Street and Grant Avenue, with exception for required egress along Sutter Street. The interior spaces housing the retail use are as close as possible to the grade along Grant Avenue; the primary entry points to the ground floor retail space are accessible from the flat corner from the Sutter Street and Grant Avenue streets. Although Harlan Place is not 40 feet wide, the Harlan Place frontage is lined with code-compliant active use –retail and a small lobby for the upper floor office use, with the easternmost bay dedicated to the loading bay and egress, measuring approximately 25% of total frontage. The Project complies with this Code section.

- E. **Shadows on Public Sidewalks (Section 146).** Section 146(a) establishes design requirements for buildings on certain streets in order to maintain direct sunlight on public sidewalks in certain downtown areas during critical use periods. Section 146(c) requires that other buildings should be shaped so as to reduce substantial shadow impacts on public sidewalks, if doing so would not create an unattractive design and without unduly restricting the development potential of the site in question.

Section 146(a) does not apply to Grant Avenue or Sutter Street, and therefore does not apply to the project. Regarding Section 146(c), due to the height of the existing structure the Project would create new shadows on sidewalks adjacent to the Site. A shadow analysis was conducted for the originally proposed 130-foot-tall Project (Final Amended Mitigated Negative Declaration, Case No. 2004.1245E; certified June 12, 2008), which shows that the Project would cast some additional shadow on the block of Grant Avenue between Sutter and Bush Streets during the

morning hours only. Compared to an 80 foot building, a 113 foot high project (as was approved in 2008) would cast approximately one-half hour of additional shadow on Grant Avenue's west sidewalk; however, the shadow would generally leave the west sidewalk by between 10: 30 A.M. and 10: 45 A.M. each day. Also, the shadow from the previously analyzed Project would never reach the Chinatown Gate. Generally, the new shadows created would not exceed levels commonly expected in urban areas. Shadows from the proposed 83 foot tall project would expected to be less than those from the previously approved 113-foot-tall project.

- F. Off-Street Parking (Section 151.1).** Planning Code Section 151.1 does not require any off-street parking spaces be provided, but instead provides maximum parking amounts based on land use type.

The Project does not propose any off-street parking, therefore meets this requirement.

- G. Protected Pedestrian-, Cycling-, and Transit-Oriented Street Frontages (Section 155(r)).** Section 155(r) prohibits curb cuts along Mission Street between the Embarcadero and Annie Street for garage entries, private driveways, or other direct access to off-street parking or loading, except when the curb cut would create new publicly-accessible streets and alleys.

Both Sutter Street and Grant Avenue are protected frontages. No curb cuts exist or are proposed at these frontages. The Project meets this requirement.

- H. Bicycle Parking (155.1-155.2).** Sections 155.1- 155.2 establish bicycle parking requirements for new developments, depending on use. For office, one Class 1 space is required for every 5,000 occupied square feet, and two Class 2 spaces are required for the first 5,000 gross square feet, plus one Class 2 space for each additional 50,000 occupied square feet. One Class 1 space is required for every 7,500 square feet of occupied floor area devoted to Restaurants, Limited Restaurants, and Bars. One Class 2 space is required for every 750 square feet of occupied retail area devoted to Restaurants, Limited Restaurants, and Bars, and in no case less than two Class 2 spaces. A Class 1 space is located in a secure, weather-protected facility and intended for long-term use by residents and employees. A Class 2 space is located in a publicly-accessible and visible location, and intended for use by visitors, guests, and patrons.

The Project requires a total of 9 Class 1 bicycle parking spaces, by use: 4 spaces (retail), 5 spaces (office). The Class 1 parking spaces are provided in secure rooms in the basement accessed by an elevator. The Project requires 13 Class 2 bicycle parking spaces, by use: 11 spaces (retail), 2 spaces (office). In the conceptual plan, Class 2 bicycle parking is shown located on the sidewalks. The Project complies with this Code Section 155.1-155.2.

- I. Shower Facilities and Lockers (Section 155.4).** Section 155.4 requires shower facilities and lockers for new developments, depending on use. For non-retail sales and services uses (i.e. office), two showers and 12 lockers are required where occupied floor area exceeds 20,000 square feet but is no greater than 50,000 square feet. For retail sales and services uses, one shower and six clothes lockers are required where occupied floor area exceeds 25,000 square feet but is no greater than 50,000 square feet.

The Project provides 3 showers and 18 lockers on the basement level, adjacent to the Class 1 bicycle parking spaces, meeting Code Section 155.4. The Project complies with Code Section 155.4.

- J. **Height (Section 260).** Section 260 requires that the height of buildings not exceed the limits specified in the Zoning Map and defines rules for the measurement of height. The project is located within the 80-130-F Height and Bulk District.

The Project proposes construction of one commercial building with height of approximately 83 feet, to top of roof, extending to approximately 96 feet 1 inch to architectural features. The project requires an exception through Section 309 of the Planning Code for exceeding the base height of 80 feet pursuant to Section 263.8 of the Planning Code, as discussed in Section #7A of this Motion.

- K. **Shadows on Parks (Section 295).** Section 295 requires any project proposing a structure exceeding a height of 40 feet to undergo a shadow analysis in order to determine if the project will result in the net addition of shadow to properties under the jurisdiction of the Recreation and Park Department.

For this Project, a preliminary shadow fan did not indicate that the proposed building height (approximately 83 feet to top of roof and extending to architectural features of 96 feet) would result in net new addition of shadow on properties under the jurisdiction of the Recreation and Parks Department. Further, a shadow analysis was conducted for the originally proposed 130-foot-tall Project (Final Amended Mitigated Negative Declaration, Case No. 2004.1245E; certified June 12, 2008), which concluded that a 130 foot-high building on the site would not introduce net new shadow on properties under the jurisdiction of the Department of Recreation and Parks (Rec and Park). Since the current proposal is designed as a shorter building, the finding remains as such, in that the Project does not add net new shadow to properties under the jurisdiction of Rec and Park.

- L. **Transportation Sustainability Fee (TSF) (Section 411A).** Projects that result in more than twenty new dwelling units or new construction of a non-residential use exceeding 800 square feet are required to pay the TSF to help meet the demands imposed on the City's transportation system by new developments, funding transit capital maintenance, transit capital facilities and fleet, and pedestrian and bicycle infrastructure.

The Project Sponsor shall comply with this requirement and pay the fee.

- M. **Downtown Parks Fee (Section 412).** Section 412 requires all new office projects within the C-3 zoning districts to pay a fee for additional public park and recreation facilities in downtown.

The Project Sponsor shall comply with this requirement and pay the fee.

- N. **Jobs-Housing Linkage Fee (Section 413).** Section 413 requires new commercial projects to pay a fee to mitigate the increased burden caused by large-scale commercial development projects on low- and moderate-income housing in San Francisco.

The Project Sponsor shall comply with this requirement and pay the fee.

- O. **Child Care Requirement in C-3 (Section 414).** Section 414 requires large-scale office and hotel developments over 25,000 gross square feet in size to pay a fee to fund construction of child care facilities in C-3 districts, or otherwise directly contribute to the construction of a facility.

The Project Sponsor shall comply with this requirement and pay the fee.

- P. **Public Art (Section 429).** In the case of construction of a new building or addition of floor area in excess of 25,000 sf to an existing building in a C-3 district, Section 429 requires a project to include works of art costing an amount equal to one percent of the construction cost of the building.

The Project Sponsor shall comply with this Section by dedicating one percent of its construction cost to works of art.

7. **Exceptions Request Pursuant to Planning Code Section 309.** The Planning Commission has considered the following exceptions to the Planning Code, makes the following findings, and grants each exception to the Project as further described below:

- A. **Height Limits in 80-130-F Height and Bulk District.** Section 263.8 establishes design requirements meant to limit height to 80 feet in the 80-130-F districts. Specifically, the purpose of allowing additional height above 80 feet only as an exception is to ensure that height above 80 feet will not adversely affect the scale of the affected area or block sunlight access to public sidewalks and parks. Pursuant to Section 263.8(b), exceptions to this requirement can be granted if the following specific criteria are met.

- (1) The height of the building or structure does not exceed 130 feet; and
- (2) The additional height will not add significant shadows on public sidewalks and parks; and
- (3) The structure provides an appropriate transition to adjacent higher or lower buildings; and
- (4) The additional height of the structure is set back an appropriate distance from the street frontage to maintain continuity of the predominant streetwall on the block.

The total height of the Project is less than the 130-foot maximum height limit as zoned for the parcel. The Project is designed as a 6-story building form, at a height of 83 feet to top of roof, which extends to a steel plate supported by the vertical piers of the scrim, measuring approximately 96-feet-tall. The additional habitable height beyond 80 feet is approximately only 3 feet. Extending beyond the 83-foot top of roof is a 4-foot extension of the architectural scrim that acts as a parapet and the termination of the building at 96 feet of a steel plate projecting cornice.

Within the KMMS Conservation District, building heights generally range from four to eight stories, although a number of taller buildings exist. Buildings on the block and immediately across the streets range from 3 to 11 stories. The proposed 6-story building, adjacent to a four-story commercial building and across Harlan Place from a 7-story hotel is an appropriate transition in an area of varied building heights. The continuity of the streetwall is maintained.

Pursuant to Section 295 of the Planning Code, a shadow analysis was conducted for the originally proposed 130-foot-tall Project (Final Amended Mitigated Negative Declaration, Case No. 2004.1245E; certified June 12, 2008), which concluded that a 130 foot-high building on the site The Project would not introduce net new shadow on properties under the jurisdiction of the Department of Recreation and Parks (Rec and Park). Since the current proposal is designed as a shorter building, the finding remains as such, in that the Project does not add net new shadow to properties under the jurisdiction of Rec and Park. Pursuant to Section 146 of the Planning Code, additional shadow analysis in the 2008 AMND shows that the Project would cast some additional shadow on the block of Grant Avenue between Sutter and Bush Streets during the morning hours only. Compared to an 80 foot building, a 113 foot high project (as was approved in 2008) would cast approximately one-half hour of additional shadow on Grant Avenue's west sidewalk; however, the shadow would generally leave the west sidewalk by between 10: 30 A.M. and 10: 45 A.M. each day. Also, the shadow from the previously analyzed Project would never reach the Chinatown Gate. Generally, the new shadows created would not exceed levels commonly expected in urban areas.

Therefore, it is appropriate to grant an exception to the height limit pursuant to Section 309.

- B. Off-street Freight Loading (Section 161).** Pursuant to Section 152.1 of the Code, in C-3, Eastern Neighborhoods Mixed Use and South of Market Mixed Use Districts, two (2) off-street freight loading spaces are required for retail stores, restaurants, bars, nighttime entertainment and drugstores uses between 30,001 – 50,000 gross floor area (square feet).

The Project proposes approximately 40,147 gross square feet retail uses, therefore requires two off-street freight loading spaces. The Project would not provide any off street loading spaces, but would include a roll up door and loading dock area, accessible from Harlan Place, which is a dead-end alley. Both Sutter Street and Grant Avenue are protected frontages, therefore proposing curb cuts at these locations would be in conflict with the General Plan. Because of the narrowness of Harlan Place, providing a full-sized loading space from Harlan would be problematic. Providing direct off-street loading space to the basement would need to be accessed from either Grant Avenue or Sutter Street and would detract from providing active uses with lively street frontages. Spaces for delivery functions can be accommodated at the adjacent curb on Harlan Place and along a loading zone on Grant Avenue and would not significantly interfere with transit operations or traffic conditions.

Due to the proposal to satisfy the privately-owned public open space requirement by improvements to Harlan Place, including activation of the street as a pedestrian plaza at daytime between the hours at minimum 11 a.m. through 3 p.m., the freight hours will be limited to times outside of these open space activities, with hours also designated in consideration of adjacent uses.

Therefore, it is appropriate to grant an exception pursuant to Section 309.

- C. Bulk (Section 272).** The subject property is located within the 80-130-F Height and Bulk district. Pursuant to Section 270, projects within “-F” Bulk District have defined bulk dimensions starting at height of 80 feet and greater, with requirements in plan as follows: the maximum length is 110 feet and the maximum diagonal dimension is 140 feet.

From 80 feet to the approximately 83 feet height of the roof, the Project would have a length of 118'4" and a diagonal of 153'1". At the halo element, with a maximum approximate height of 96'1", the Project would have a length of 125'5" and a diagonal of 156 feet. The increased diagonal of the halo element compared to at the roof level results from the flat metal top element, which extends out 3 feet beyond the property line.

These exceedances occur at the top of the sixth, and final, floor and the area of the parapet. The proposed six-story mass at the streetwall is consistent with the Kearny-Mason-Market-Sutter Conservation District and consistent with the urban form created by the surrounding buildings and Conservation District, in that the building's façades express a continuous streetwall at all sides and all levels.

Moreover, the amount of the proposed bulk exception is relatively minor and would not justify the above-noted negative impacts on the building's form. From 80 83 feet, the Project's diagonal dimension exceeds the Code standard by slightly over 13 feet and would be barely perceptible. The length exceedance (feet) along Grant Avenue exceeds the Code standard by only 8 feet; however, most of this exceedance only extends for about 3 feet vertically (from the 80-foot height to approximately the 83-foot height of the roof) plus an additional 13 feet of the decorative halo feature which has little "mass". Strict compliance with the bulk limits would require the building to be set back further at the sixth level. The exception also provides a distinctly better design in that it respects the two corners of the building and ties the base of the building together better with the capital to complete the façade. Carving away the corners to comply with the bulk limits or setting back the 6th floor and decorative "halo" element and would be inconsistent with the character of adjacent buildings within the Kearny-Mason-Market-Sutter Conservation District, which do not employ setback penthouses.

Therefore, it is appropriate to grant an exception to Bulk pursuant to Section 309.

8. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the Downtown Area Plan, and the General Plan as follows:

DOWNTOWN AREA PLAN

OBJECTIVE 2

MAINTAIN AND IMPROVE SAN FRANCISCO'S POSITION AS A PRIME LOCATION FOR FINANCIAL, ADMINISTRATIVE, CORPORATE, AND PROFESSIONAL ACTIVITY.

Policy 2.1

Encourage prime downtown office activities to grow as long as undesirable consequences of growth can be controlled.

Policy 2.2

Guide location of office development to maintain a compact downtown core and minimize displacement of other uses.

Two buildings are proposed for demolition, 300 Grant Avenue (aka 290 Sutter Street) and 272 Sutter Street, with three floors of retail use and one floor of retail use, respectively. The Project proposes new

construction of a six-story mixed-use building to replace and expand three floors of retail use, and three new floors to be dedicated to new office use.

OBJECTIVE 3

IMPROVE DOWNTOWN SAN FRANCISCO'S POSITION AS THE REGION'S PRIME LOCATION FOR SPECIALIZED RETAIL TRADE.

Policy 3.1

Maintain high quality, specialty retail shopping facilities in the retail core.

Policy 3.3

Preserve retail service businesses in upper floor offices in the retail district.

The new mixed-use building promotes retail as the primary use on the ground floor through floor three, and basement. The proposal preserves the existing use conditions at the site by replacing three floors, with basement, of retail use. The Sponsor indicates that the tenant is not known, and the space could be occupied by one or several tenants. Preserving upper floor, in this case the second and third floors, for retail could be used by general or personal service retail, both of which are an important component of downtown retail. At street level, the Project's frontage is dedicated to retail use, exceeding code requirements for storefront transparency and ground floor ceiling heights, and access to retail is from all three frontages. The office lobby and entry to the top three floors of office use is discreetly accessible from Harlan Place (alley), permitting the retail street frontage to occupy the majority of frontage at all three facades. The Project is a contemporary structure compatible with the Kearny-Mason-Market-Sutter Conservation District and does not detract from the retail as the primary use at the site.

OBJECTIVE 6

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

The Project will incorporate retail use at the first three floors, reflecting the existing condition, and new floors are proposed as dedicated to office use, a use conditionally permitted within the C-3-R district. Density in C-3 Districts is primarily limited by floor area ratio, ("FAR"). The Project Site is 10,500 square feet in size, after the merger of two lots. Therefore, up to 63,000 square feet of gross floor area ("gfa") is allowed under the basic FAR limit, and up to 94,500 square feet of gfa is permitted with the purchase of TDR. The Project's total gross floor area is approximately 69,550 gfa, for a floor-area ratio of approximately 6.62-to-1. The proposed six floors at the corner of Grant Avenue and Sutter Street is an appropriately scaled building, surrounded by historic buildings ranging from two to eleven stories.

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 9.5

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

Improvements to publicly-owned Harlan Place, adjacent to the subject site, will transform a dead-end vehicular alley into a lunchtime plaza. The west-facing alley receives sunlight and will be improved with high-quality pavers and activated with moveable chairs and tables.

OBJECTIVE 10

ASSURE THAT OPEN SPACES ARE ACCESSIBLE AND USABLE.

Policy 10.2

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

The pedestrian improvements to Harlan Place provide a midblock connection to the pedestrian alley at Mark Place (Irish Bank) as well as link the busy sidewalks one block from the Chinatown Gates along Grant Avenue to an improved pedestrian plaza.

GENERAL PLAN: COMMERCE AND INDUSTRY

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.

The Project would provide significant benefits by increasing the supply of office space in the Downtown area, and thus would create new jobs in a location that is easily accessible by multiple modes of transit services. The project would also contribute new high-quality retail space on the lower levels of the building. It would result in an increase in retail/personal services activity in the immediate neighborhood. The Project would also contribute revenue toward the improvement of San Francisco's transportation network, as well as funds for new open spaces, affordable housing, and other public services.

GENERAL PLAN: TRANSPORTATION

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.

The area is served by a variety of transit options. The Project Site is one block from the Central Subway project currently under construction, three blocks from MUNI and BART lines on Market Street, and has direct access to abundant local and regional bus service on Sutter, Kearny, Bush and Stockton Streets, and is seven blocks from the future Transit Center. The area is also characterized by a rich pedestrian environment in downtown San Francisco, and is one block away from the Chinatown Gates. The Project will also pay a number of impact fees and other exactions meant to fund contemplated infrastructure and public realm improvements, as well as paying into City funds that support affordable housing.

GENERAL PLAN: URBAN FORM

OBJECTIVE 2

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

Policy 2.1

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

OBJECTIVE 14

CREATE AND MAINTAIN A COMFORTABLE PEDESTRIAN ENVIRONMENT.

Policy 14.1

Promote building forms that will maximize the sun access to open spaces and other public areas.

OBJECTIVE 15

CREATE A BUILDING FORM THAT IS VISUALLY INTERESTING AND HARMONIZES WITH SURROUNDING BUILDINGS.

Policy 15.1

Ensure that new facades relate harmoniously with nearby facade patterns.

Policy 15.2

Assure that new buildings contribute to the visual unity of the city.

The project site is consistent with the characteristics of the Kearny-Mason-Market-Sutter Conservation District, as outlined in Appendix E of Article 11 of the Planning Code.

Although a lesser height than some surrounding buildings and for a corner building, the six-story building is generally consistent with varied heights in the District and the proposed footprint continues the streetwall. The vertical tripartite design as proposed is consistent with the surrounding buildings that are composed of well-defined components of a base, shaft and capital. In the proposed building, fenestration and cladding will introduce a three-part composition on two elevations.

The façades of the proposed building will be divided into bays, characteristic of the District, demarcated by cement columns that extend into vertical metal piers. Specifically, the west façade (Grant Avenue) is divided into four bays, approximately 28 feet wide, and the north and south façades are divided into three

bays, approximately 23 feet wide, which is consistent with the large bay width of other buildings in the District.

At the street level, each bay module is defined by bulkhead, coated aluminum storefront glazed system, and demarcated by ovoid white cement columns. The continuous vertical piers are expressed through the cement columns at the base that extend into coated steel piers to articulate the façade and provide a sense of scale. Further, the continuous vertical piers anchor the base of the building and strongly define the storefront bay modules.

9. **Section 101 Priority Policy Findings.** Section 101.1(b)(1-8) establishes eight priority planning policies and requires review of permits for consistency with said policies. On balance, the Project does comply with said policies in that:

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

The Subject Property is located in the center of San Francisco's retail district and does not house many neighborhood-serving retail uses. The Project would include retail at the ground (first), second and third floors as well as basement, and new floors of office uses, and create ownership and employment opportunities for San Francisco residents. The influx of new employees and patrons to the area as a result of the Project will strengthen the customer base of existing retail uses in the area and contribute to the demand for new retail uses serving downtown workers and visitors to the area.

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

No housing would be removed by the Project. The Project will be compatible with the existing character of the Kearny-Mason-Market-Sutter Conservation District and will be consistent with the existing character of the District as a regional center for comparison shopper retailing and direct consumer services.

- c) The City's supply of affordable housing be preserved and enhanced.

The Project will enhance the supply of affordable housing by participating in the City's Jobs-Housing Linkage Program, pursuant to Section 413 of the Planning Code.

- d) That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking.

The Project Site, located downtown, is extremely well served by public transit. The Project Site is one block from the Central Subway project currently under construction, three blocks from MUNI and BART lines on Market Street, and has direct access to abundant local and regional bus service on Sutter, Kearny, Bush and Stockton Streets, and is seven blocks from the future Transit Center. The area is also characterized by a rich pedestrian environment in downtown San Francisco.

- e) 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 Site does contain retail uses on three floors of the 300 Grant Avenue building and one floor of the 272 Sutter Street building, which are proposed to be retained and enlarged, but does not contain any industrial uses. In addition, the Project's employees and patrons will increase the demand for, and patronage of, existing and new retail uses in the immediate Project vicinity and throughout Downtown.

- f) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will conform to the structural and seismic requirements of the San Francisco Building Code, meeting this policy.

- g) That landmarks and historic buildings be preserved.

The building at 272 Sutter Street was originally constructed in 1919 and the building at 300 Grant Avenue in 1908; both exhibit alterations. Both buildings were assigned ratings of 'D', minor or no importance, in the 1978 SF Heritage survey of Downtown buildings. According to Planning Department staff response (HRER dated January 23, 2007) and the Final Amended Mitigated Negative Declaration (Case No. 2004.1245E; certified June 12, 2008), it was determined that the existing buildings did not meet any of the qualifying criteria for eligibility in the California Register. Neither building was found to have any direct links to important historic activities, events, or associations with prominent persons, nor were they determined to be important examples of design or construction or important sources of historical and archeological information. Although both buildings remain in their original locations, various renovations over the years have destroyed all of the qualities of workmanship, design, materials, feeling, and association needed to retain their historical integrity and thus, their capacity to convey their significance. Since the 2007-2008 evaluation, no new information has been discovered to make the buildings eligible for re-classification as Category I, II, or IV Buildings.

- h) That our parks and open space and their access to sunlight and vistas be protected from development.

Pursuant to Section 295 of the Planning Code, a shadow analysis was conducted for the originally proposed 130-foot-tall Project, which concluded that a 130 foot-high building on the site would not introduce net new shadow on properties under the jurisdiction of the Department of Recreation and Parks (Rec and Park). Since the current proposal is designed as a shorter building, the finding remains as such, in that the Project does not add net new shadow to properties under the jurisdiction of Rec and Park. No shading would occur at the Chinatown Gate.

- 10. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.

11. The Commission hereby finds that approval of the Downtown Project Authorization and Request for Exceptions would promote the health, safety and welfare of the City.

DECISION


That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Downtown Project Authorization Application No. 2015-000878DNX/CUA/OFA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated November 17, 2016, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Downtown Project Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion No. 19811. The effective date of this Motion shall be the date of this Motion if not appealed (After the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304, San Francisco, CA 94103, or call (415) 575-6880.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion constitutes the conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on December 8, 2016.



Jonas P. Ionin

Commission Secretary

AYES: Fong, Richards, Hillis, Johnson, Koppel, Melgar

NAYS: Moore

ABSENT: None

ADOPTED: December 8, 2016

EXHIBIT A

AUTHORIZATION

This authorization is for a **Downtown Project Authorization and Request for Exceptions** pursuant to Section 309 relating to a project that includes the demolition of two commercial buildings and construction of one six-story with basement commercial building comprised of retail and office uses, approximately 83-foot-tall, extending to 96 feet 1 inch for architectural features, located at the northeast corner of Grant Avenue and Sutter Street, Lots 013 and 014 in Assessor's Block 0287, within the 80-130-F Height and Bulk districts, the C-3-R (Downtown, Retail) Zoning District, and Downtown Plan Area, in general conformance with plans dated **November 17, 2016** and stamped "Exhibit B" included in the docket for Case No. 2015-000878DNX/CUA/OFA and subject to conditions of approval reviewed and approved by the Planning Commission on December 8, 2016 under Motion No. 19811. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on **December 8, 2016**, under Motion No. 19811.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the "Exhibit A" of this Planning Commission Motion No. 19811 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Downtown Project Authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Downtown Project Authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting

PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three (3) year period.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the Project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the Project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

6. **Additional Project Authorizations.** The Project Sponsor must obtain an Office Allocation Authorization under Section 321; and a Conditional Use Authorization pursuant to Sections 210.2 and 303 for office use on floors four through six. The Project Sponsor must satisfy all the conditions thereof for each additional project authorization. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org.

7. **Mitigation Measures.** Improvement and Mitigation measures described in the IMMRP are attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor.

For information about compliance, contact the Case Planner at 415-558-6378, www.sf-planning.org

8. **Transferable Development Rights.** Pursuant to Sections 123, 124, and 128, the Project Sponsor shall purchase the required units of Transferable Development Rights (TDR) and secure a Notice of Use of TDR prior to the issuance of an architectural addendum for all development which exceeds the base FAR of 6.0 to 1, up to a maximum FAR of 9.0 to 1. The net addition of gross floor area subject to the requirement shall be determined based on drawings submitted with the Building Permit Application.

For more information about compliance, contact the Planning Department at 415-558-6378, www.sf-planning.org.

DESIGN — COMPLIANCE AT PLAN STAGE

9. **Final Materials.** Per Case No. 2015-000878PTA, the Project sponsor shall continue to work with Preservation Staff of the Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Preservation Staff of the Planning Department prior to issuance. Modifications may be subject to review by the Historic Preservation Commission.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

10. **Canopy/Awning/Marquee.** Pursuant to Planning Code Section 136.1, the Project Sponsor shall continue to work with Planning Department staff to ensure proposed canopy, awning or marquee are in compliance with projections over the public-right-of-way. Due to the site's location in an Article 11 Conservation District, canopy, awning or marquee installation requires approval of a Minor Permit to Alter prior to installation.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

11. **Streetscape Plan Elements.** Pursuant to Planning Code Section 138.1, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the required Streetscape features so that the plan generally meets the standards of the Better Streets and Downtown Plans and all applicable City standards. The Project Sponsor shall complete final design of all required street improvements, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall complete construction of all required street improvements prior to issuance of first temporary certificate of occupancy.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

12. **Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the architectural addenda. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

13. **Rooftop Mechanical Equipment.** Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan and full building elevations to the Planning Department prior to Planning approval of the architectural addendum to the Site Permit application. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

14. **Lighting Plan.** The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the architectural addendum to the site permit application.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

15. **Open Space Provision - C-3 Districts.** Pursuant to Planning Code Section 138, the Project Sponsor shall continue to work with Planning Department staff to refine the design and programming of the improvements to Harlan Place, as noted below. The Project Sponsor shall complete final design of all required open space improvements and additional Programming and Maintenance Plan, including procurement of relevant City permits, prior to issuance of first architectural addenda, and shall complete construction of all required improvements prior to issuance of first temporary certificate of occupancy.

- a. The project sponsor shall submit improvements to Harlan Alley, at minimum shall include the following:
 - i. The project sponsor shall repave Harlan Place as a plaza using high-quality pavers. The pavers are to be installed between the proposed curbs in the vehicle lane and meet requirements of Department of Public Works and SFPUC. Special paving in the right-of-way will require a Major Encroachment Permit from the Department of Public Works. Other permits and legislation may be required to authorize the programming of the space. A partial shared street or sidewalk widening shall be investigated at Harlan Place in the area of the project frontage, for benefit of tree planting and permanent bench installation at Harlan Place.
 - ii. The project sponsor shall include a door at the northern façade ground-floor retail use and Harlan Place improved alley to facilitate access between the open space and adjacent retail space within the building.
 - iii. The project sponsor shall design a minimal barrier such as strings across bollards or planting movable boxes on casters or other mechanism incorporating public art that can be rolled into and out of the space when it is being used as a public gathering space. A permanent gate solution is not supportable.
 - iv. The project sponsor shall be responsible for setting up chairs and tables in Harlan Place plaza at minimum between 11 a.m and 3 p.m, seven days per week. Subsequently, the project sponsor shall dedicate storage space in the subject building for storage of tables and chairs. Tables and chairs design is to be light-weight and easily moveable in case of emergency.
 - v. The project sponsor shall engage with adjacent food service, at minimum at Triton Hotel and Irish Bank, to learn about extension of food service to this site (which may require additional permits from City Agency(ies), prepared/ to-go foods to be brought to this site, or some alternative proposed to have food service available at the open space.
 - vi. The project sponsor shall ensure that the dumpsters for the Project are retrieved after trash/recycling/compost service by the subject site. The project sponsor shall engage with adjacent property owners lining Harlan Place to work towards ensuring that the dumpsters at those properties are retrieved after trash/recycling/compost service. Dumpsters are not to be stored in the alley.
- b. The project sponsor shall submit a **Programming and Maintenance Plan** subject to review and approval by Planning Department, Department of Public Works and Fire Department. At minimum, the plan shall include:
 - i. Hours of operation for plaza, at minimum 11 a.m. to 3 p.m. seven days per week, with anticipation for extension with inclusion of community input and agency input
 - ii. Emergency vehicle access procedures
 - iii. Programming for plaza, including assigning task for moving tables and chairs, dedicated area for storage for tables and chairs
 - iv. Process for ensuring garbage collection at property and surrounding properties
 - v. Hours for on-street freight loading

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

16. **Open Space Plaques - C-3 Districts.** Pursuant to Planning Code Section 138, the Project Sponsor shall install the required public open space plaques including the standard City logo identifying it; the hours open to the public and contact information for building management. Work with staff planner to determine appropriate location of the plaques for this site. Design of the plaques shall utilize the standard templates provided by the Planning Department, as available, and shall be approved by the Department staff prior to installation.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

17. **Transformer Vault.** The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department recommends the following preference schedule in locating new transformer vaults, in order of most to least desirable:

- a. On-site, in a basement area accessed via a garage or other access point without use of separate doors on a ground floor façade facing a public right-of-way;
- b. On-site, in a driveway, underground;
- c. On-site, above ground, screened from view, other than a ground floor façade facing a public right-of-way;
- d. Public right-of-way, underground, under sidewalks with a minimum width of 12 feet, avoiding effects on streetscape elements, such as street trees; and based on Better Streets Plan guidelines;
- e. Public right-of-way, underground; and based on Better Streets Plan guidelines;
- f. Public right-of-way, above ground, screened from view; and based on Better Streets Plan guidelines;
- g. On-site, in a ground floor façade (the least desirable location).
- h. Unless otherwise specified by the Planning Department, Department of Public Work's Bureau of Street Use and Mapping (DPW BSM) should use this preference schedule for all new transformer vault installation requests.

18. **Overhead Wiring.** The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or SFMTA.

For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco

Municipal Transit Agency (SFMTA), at 415-701-4500, www.sfmta.org.

PARKING AND TRAFFIC

19. **Bicycle Parking.** Pursuant to Planning Code Sections 155.1, the Project shall provide no fewer than **9 Class 1** bicycle parking spaces, by use: 4 spaces (retail), 5 spaces (office), and **13 Class 2** bicycle parking spaces, by use: 11 spaces (retail), 2 spaces (office) bicycle parking spaces.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

20. **Showers and Clothes Lockers.** Pursuant to Planning Code Section 155.4, the Project shall provide no fewer than three (3) showers and eighteen (18) clothes lockers.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org.

21. **Managing Traffic During Construction.** The Project sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

PROVISIONS

22. **Transportation Sustainability Fee.** The project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

23. **Downtown Park Fee - C-3 District.** Pursuant to Planning Code Section 412, the Project Sponsor shall pay the Downtown Park Fee.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

24. **Jobs Housing Linkage.** Pursuant to Planning Code Section 413, the Project Sponsor shall contribute to the Jobs-Housing Linkage Program (JHLP).

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

25. **Childcare Requirements for Office and Hotel Development Projects.** Pursuant to Section 414, the Project Sponsor shall pay the in-lieu fee as required.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

26. **First Source Hiring.** The Project shall adhere to the requirements of the First Source Hiring Construction and End-Use Employment Program approved by the First Source Hiring Administrator, pursuant to Section 83.4(m) of the Administrative Code.

For information about compliance, contact the First Source Hiring Manager at 415-581-2335, www.onestopSF.org

27. **Art.** Pursuant to Planning Code Section 429, the Project shall include work(s) of art valued at an amount equal to one percent of the hard construction costs for the Project as determined by the Director of the Department of Building Inspection. The Project Sponsor shall provide to the Director necessary information to make the determination of construction cost hereunder.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

28. **Art Plaques.** Pursuant to Planning Code Section 429(b), the Project Sponsor shall provide a plaque or cornerstone identifying the architect, the artwork creator and the Project completion date in a publicly conspicuous location on the Project Site. The design and content of the plaque shall be approved by Department staff prior to its installation.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

29. **Art.** Pursuant to Planning Code Section 429, the Project Sponsor and the Project artist shall consult with the Planning Department during design development regarding the height, size, and final type of the art. The final art concept shall be submitted for review for consistency with this Motion by, and shall be satisfactory to, the Director of the Planning Department in consultation with the Commission. The Project Sponsor and the Director shall report to the Commission on the progress of the development and design of the art concept prior to the submittal of the first building or site permit application

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

30. **Art.** Pursuant to Planning Code Section 429, prior to issuance of any certificate of occupancy, the Project Sponsor shall install the public art generally as described in this Motion and make it available to the public. If the Zoning Administrator concludes that it is not feasible to install the work(s) of art within the time herein specified and the Project Sponsor provides adequate assurances that such works will be installed in a timely manner, the Zoning Administrator may extend the time for installation for a period of not more than twelve (12) months.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

MONITORING

31. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor or its successor(s) and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-558-6863, www.sfplanning.org.

32. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of the Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

OPERATIONS

33. **Garbage, Recycling, and Composting Receptacles.** Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>

34. **Sidewalk Maintenance.** The Project sponsor shall maintain the main entrances to the buildings and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org>

35. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project sponsor shall provide the Zoning Administrator with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change,

the Zoning Administrator shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project sponsor.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

36. **Lighting.** All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sfplanning.org

37. **Open Space Provision – C3 Districts.** Pursuant to Planning Code Section 138, the Harlan Place open space shall be maintained as accessible open space per the approved Programming and Maintenance Plan for the life of the project.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

I/WE _____, OWNER/AUTHORIZED AGENT OF THE
HEREIN DESCRIBED PROPERTY COMMONLY KNOWN AS:

SAN FRANCISCO, ASSESSOR'S BLOCK 0287 , LOT 014

Major Encroachment

Permit # 17ME-0004

(SIGNED)_____

DATE OF EXECUTION:

[illegible]

WITNESS my hand and official seal

Signature _____

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

| Customer Service | Teamwork | Continuous Improvement |
|---|---|---|
| <p>Customer Service is the most important part of our business. We strive to provide excellent service to all our customers. We listen to their needs and provide them with the best possible solution. We are always available to answer their questions and provide them with the information they need to make a decision.</p> | <p>Teamwork is the key to success. We work together as a team to achieve our goals. We share ideas and resources and support each other. We are always looking for ways to improve our team's performance and we are always willing to learn from each other.</p> | <p>Continuous improvement is the only way to stay competitive. We are always looking for ways to improve our products and services. We are always looking for new ideas and we are always willing to try new things. We are always looking for ways to make our business more efficient and we are always looking for ways to make our customers' lives easier.</p> |



City and County of San Francisco

San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

EXHIBIT "A"



17ME-0004

Major Encroachment Permit

Address : 300 GRANT AVE

Cost: \$4,506.00

Block:0287 Lot: 014 Zip: 94108

Pursuant to Article 15, Section 786 - Requires legislation approved by Board of Supervisors.

Name: A.R. Sanchez-Corea & Associates, Inc.

MANDATORY COORDINATION WITH CONFLICTING PERMITS IS REQUIRED. PERMIT HOLDER SHALL NOT COMMENCE WORK WITHOUT FIRST PROPERLY COORDINATING WITH EXISTING PERMIT HOLDERS AS NOTED ON THE EXCEPTION PAGE(S) OF THIS PERMIT. IF THIS PERMIT CONFLICTS WITH A CITY PROJECT OR OTHER APPROVED PERMIT, THE PERMIT HOLDER OF THIS PERMIT SHALL BE RESPONSIBLE FOR THE PROPER COORDINATION AND EVALUATION OF THE SITE PRIOR TO COMMENCING WORK.

Permit Construction Date

Permit USA Number

required

Purpose

- (1) A raised crosswalk across Harlan Place east of Grant Avenue.
- (2) Pavers within the sidewalk furnishing zones of Grant Avenue, Sutter Street and Harlan Place fronting 300 Grant Avenue (Block 0287 Lot 014)
- (3) Three benches within proposed pavers along Harlan Place fronting 300 Grant Avenue (Block 0287 Lot 014)
- (4) Pavers on Harlan Place beginning approximately fifty feet from Grant Avenue for a distance of one hundred and five feet easterly
- (5) One bollard each on the north and south sidewalks of Harlan Place fronting 469 Bush Street (Block 0287 Lot 017) and 300 Grant Avenue (Block 0287 Lot 014) respectively

recorded encroachment

0

Conditions

Annual Assessment

0

Square Feet

0

Inspection

Work shall not commence until this permit has been activated by Public Works. The permittee shall contact Public Works at (415) 554-7149 to activate the permit and schedule inspection at least 72 hours prior to work. Failure to follow the activation process prior to commencing work may result in a correction notice and possible notice of violation.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Insurance Expiration Date :

Applicant/Permitee

Date

Printed : 11/6/2020 8:13:16 AM

Plan Checker

Andy Zhou

This is NOT a Permit

This is NOT a Permit

a Permit

Permit Addresses

17ME-0004

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring,
BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps
Green background: Staging Only

Number of blocks: 4 Total repair size:0 sqft Total Streetspace:0 Total Sidewalk: sqft

| ID | Street Name | From St | To St | Sides | *Other | Asphalt | Concrete | Street Space Feet | Sidewalk Feet |
|----|-------------|-----------|-----------|-------|--|---------|----------|-------------------|---------------|
| 1 | GRANT AVE | SUTTER ST | HARLAN PL | Even | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |
| 3 | HARLAN PL | END | GRANT AVE | North | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| 2 | | END | GRANT AVE | South | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |
| 4 | SUTTER ST | CLAUDE LN | GRANT AVE | North | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |

Exceptions - Coordination

It is mandatory that you coordinate your permit with the following jobs listed. You will be required to call each contact listed and create a note including the date contact was made, agreed coordination, name of contact, or date message(s) left if unable to reach a contact.

Street Use Conflicts:

| Job # | Activity | Contact | |
|-------------|--|---------|--------------------------|
| | - Barbary Coast Trail Markers located in sidewalk. For removal and reinstallation of existing Barbary Coast Trail plaques, please contact Daniel Bacon with the SF Historical Society via e-mail at daniel_bacon@prodigy.net or by phone at (415) 454-2355. | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - MFF applicants must notify Union Square Business District of all MFFs | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - Permitted occupancy may be Restricted near Street Artists. Contact Howard Lazar at the SF Arts Commission for details. (415) 252-2583 | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - Under G095 requirement, Permittee/Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Luke Bagan @ Luke.Bagan@sfmta.com, 415.554.9220, 415.554.9228, or 415.601.9691. | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | SUTTER ST / CLAUDE LN - GRANT AVE - | | |

Permit Conflicts:

| permit | Dates | Agency | Contact | |
|-------------|-------|--------|---------|--|
| | | | | |
| Your Notes: | | | | |
| Streets: | | | | |

This is NOT a Permit

NOT a Permit

"IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO" We are dedicated individuals committed to teamwork, customer service and continuous improvement in partnership with the community.

Customer Service

Teamwork

Continuous Improvement

Exceptions

17ME-0004

| Street Name | From St | To St | Message | Job | Contact | Dates |
|-------------|-----------|-------------|---|------------|--|-------|
| GRANT AVE | | | | | | |
| | SUTTER ST | HARLAN PL - | MFF Allowed | | | |
| | SUTTER ST | HARLAN PL - | Parking Meters Installed | | | |
| | SUTTER ST | HARLAN PL - | DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: EAST 7AM - 7PM MONDAY THROUGH SATURDAY // WEST 7AM - 7PM MONDAY THROUGH SATURDAY | | | |
| | SUTTER ST | HARLAN PL - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | SUTTER ST | HARLAN PL - | Conflict with existing Street Use Permit. | 13MSE-0031 | Refer to Agent - Refer to Agent | |
| | SUTTER ST | HARLAN PL - | Conflict with existing Street Use Permit. | 17IE-0591 | 415-333-8080 - 415-333-8080 | |
| | SUTTER ST | HARLAN PL - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |
| HARLAN PL | | | | | | |
| | END | GRANT AVE - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | END | GRANT AVE - | Conflict with existing Street Use Permit. | 17IE-0591 | 415-333-8080 - 415-333-8080 | |
| | END | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |
| SUTTER ST | | | | | | |
| | CLAUDE LN | GRANT AVE - | Major Muni Route-- Clear street by 3 PM in Commercial Districts, by 4 PM in non-Commercial Districts. | | | |
| | CLAUDE LN | GRANT AVE - | MFF Allowed | | | |
| | CLAUDE LN | GRANT AVE - | Parking Meters Installed | | | |
| | CLAUDE LN | GRANT AVE - | Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442. | | | |
| | CLAUDE LN | GRANT AVE - | DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: NORTH 7AM - 6PM MONDAY THROUGH SATURDAY// SOUTH 7AM - 6PM MONDAY THROUGH SATURDAY | | | |
| | CLAUDE LN | GRANT AVE - | Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS. | | | |

| Street Name | From St | To St | Message | Job | Contact | Dates |
|-------------|-----------|-------------|--|------------|--|-------|
| | CLAUDE LN | GRANT AVE - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 14MSE-0282 | 415-441-0789 - 415-441-0789 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 14V-0033 | 415-441-0789 - 415-441-0789 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 17IE-0591 | 415-333-8080 - 415-333-8080 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0007 | Refer to Agent - Refer to Agent | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |

| | | | |
|--|-----------|-------------|---------------------------------------|
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Permit. |
|--|-----------|-------------|---------------------------------------|



No Diagram submitted





17IE-0591

Street Improvement Permit

Address : 300 GRANT AVE Cost: \$36,252.50 Block:0287 Lot: 014 Zip: 94108

Pursuant to article 2.4 of the Public Works Code in conjunction to DPW Order 187,005, permission, revocable at the will of the Director of Public Works, to construct improvements within the public right-of-way is granted to Permittee.

Hathaway Dinwiddie Const. Co.

Name: Hathaway Dinwiddie Const. Co.

| | |
|------------|---|
| Conditions | <p>This permit is being approved and issued at risk pending approval of Sidewalk Legislation and Major Encroachment (17ME-0004). The permit holder, contractor, and/or property owner shall be responsible for completion of work and restoration of the public right of way as required by Public Works.</p> <p>The permit is subject to all conditions and terms as stated in the letter submitted to San Francisco Public Works by A-Z300 Grant LLC, Signed: Kerry M. Williams, dated December 18, 2019 (Subject: AT-RISK LETTER: 300 Grant Ave Street Project).</p> <p>Developer accepts full responsibility for completing the work and acknowledges and agrees to the following conditions:</p> <ul style="list-style-type: none">- Developer shall bear all costs for re-design and additional work required as a result of any changes or modifications made by Public Works to the Street Improvement Plan.- Developer shall indemnify, hold harmless, and defend the City from any and all liability, financial responsibility, and claims that arise as a result of any changes or modifications to the Street Improvement plans made by Public Works. Costs may include but not be limited to: administrative, design, and construction.- Developer acknowledges that all work performed at-risk may be required by Public Works to be altered or removed entirely per the approved Street Improvement plans. <p>This permit allows construction to commence per Exhibit 001 Sheet C-4 of “300 Grant Ave” plans, prepared by Luk and Associates with last revision dated 1/10/2020.</p> |
| NTR | 0 |

Curb Cut Sq Footage**Completion**

This permit is valid until work is completed/signed-off by inspector

Remove, replace or reconstruct:

Reconstruct sidewalk, curb cut, bulbout and curb/gutter per plans. Saw-cut minimum 2' for AC conform and replace with 2" ACWS over 8" concrete base. All work shall be done per city standards and as directed by City inspector.

Expiration Date

1/31/2021

Bond Amount:

0

Linear Footage

0

Bond Holder:**Contact247**

415-333-8080

DPW Resolution #**Inspection**

Work shall not commence until this permit has been activated by Public Works. The permittee shall contact Public Works at (415) 554-7149 to activate the permit and schedule inspection at least 72 hours prior to work. Failure to follow the activation process prior to commencing work may result in a correction notice and possible notice of violation.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 02/03/2020

Excavation and grading of subject area for street reconstruction shall be in accordance with approved plans and City specifications. Damaged areas adjacent to this construction shall be properly patched per City Inspector. Also, the permittee shall be responsible for any ponding due to the permitted work.

Applicant/Permittee

Date

Distribution:

Outside BSM: BOE (Streets and Hyws) - P. Riviera

Inside BSM: Street Improvement Inspection

Printed : 2/3/2020 3:33:13 PM

Plan Checker

Andy Zhou

STREET EXCAVATION REQUIREMENTS

1. The permittee shall call Underground Service Alert (U.S.A.), telephone number 811, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Current Standard Specifications of Public Works.
3. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed contractor and in accordance with the requirements of the latest edition of Standard Specifications and Plans of San Francisco Public Works, and Department of Public Works Order Nos. 187,005.
4. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been obliterated during street excavation. The permittee shall perform their work under on the following options:
 - a. Have the City forces do the striping and painting work at the permittees expense. The permittee shall make a deposit with the Department of Parking & Traffic for this purpose in an amount estimated by the Municipal Transportation Agency (MTA) 7th Floor 1 South Van Ness Ave telephone 701-4500, and notify the MTA at least 48 hours in advance of the time the work is to be done.
 - b. Perform the work themselves following instructions available at the Department of Parking & Traffic and MTA.
5. The permittee shall submit a non-refundable fee to Bureau of Street-Use and Mapping to pay for City Inspection of the backfill and pavement restoration. At least 48 hours in advance, the permittee shall make arrangements with the Street Improvement Section Inspectors, 554-7149, for an inspection schedule.
6. The permittee shall file and maintain an excavation bond in the sum of \$25,000.00 with the Department of Public Works, to guarantee the maintenance of the pavement in the excavation area for a period of 3 years following the completion of the backfill and pavement restoration pursuant to Article 2.4.40 of the Public Works Code.
7. The permittee shall conduct construction operations in accordance with the requirements of Article 900 Section 903(a) and (b) of the Traffic Code. The permittee shall contact the MTA 7th Floor 1 South Van Ness Ave telephone 701-4500, for specific restrictions before starting work.
8. The permittee shall obtain the required permits, if any, from regulating agencies of the State of California.
9. The permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
10. The permittee shall pay the required fee for sewer installation permit at the Plumbing Inspection Division, Department of Building Inspection, 1660 Mission Street and arrange for inspection of this work, telephone 558-6054.
11. Planting of trees and performance of any work in the right-of-way which may affect a tree and/or landscaping shall not be performed prior to obtaining a permit and/or another form of approval from Bureau of Urban Forestry (BUF), telephone: 554-6700.
12. Per DPW Order 178,806, the recycling of Cobble Stones and Granit Curb shall follow as:
 - a. Cobblestones shall be clean of dirt prior to transporting. Extreme care shall be taken during the transporting the cobblestones to minimize damage before delivery to City. The cobblestones shall be neatly and securely placed on pallets so they can be moved about safely after the delivery. The Minimum size of cobblestone shall be 4 inches square (16 square inches). The cobblestones shall be delivered, including off loading, to 901 14th Street on Treasure Island or at alternative location directed by the Department within the City of San Francisco. Contact the Department forty-eight hours (48 hours) prior to delivery. The Department can be reached at (415) 695-6673.
 - b. Granite Curb shall be neatly and securely placed on pallets so they can be moved about safely after delivery. The Contractor shall exercise care in transporting the granite curb to minimize damage. The length limit of recyclable granite curbs shall be no less than four feet. The granite curb shall be delivered, including off loading, to 901 14th Street on Treasure Island or at an alternative location directed by the Department within the City of San Francisco. Contact Bureau of Street and Sewer Repair (BSSR) at least forty-eight hours (48 hours) prior to delivery. BSSR can be reached at (415) 695-6673.
13. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
14. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
15. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
16. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
17. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
18. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection and having obtained authorization to excavate in the roadway. The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone 558-6054.
19. Pursuant to state law, all survey monuments must be preserved. No work (including saw cutting) may commence within 20' of a survey monument until an application for Monument Referencing has been approved and notification of monument referencing has occurred. Prior to construction, all CCSF survey monuments shall be referenced by a licensed Land Surveyor on a Corner Record or Record of Survey if any construction will take place within 20 ft. of a monument. For any questions please email Monument.Preservation@sfdpw.org or call 415-554-5827. Note, all survey monuments shall be preserved per state law and disturbance of a survey monument is a crime.

Not all survey monuments are visible.

Permit Addresses

17IE-0591

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring,
BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps
Green background: Staging Only

Number of blocks: 4 Total repair size:0 sqft Total Streetspace:0 Total Sidewalk: sqft

| ID | Street Name | From St | To St | Sides | *Other | Asphalt | Concrete | Street Space Feet | Sidewalk Feet |
|----|-------------|-----------|-----------|-------|--|---------|----------|-------------------|---------------|
| 1 | GRANT AVE | SUTTER ST | HARLAN PL | Even | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |
| 2 | HARLAN PL | END | GRANT AVE | North | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| 3 | | END | GRANT AVE | South | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |
| 4 | SUTTER ST | CLAUDE LN | GRANT AVE | North | RW : False SMC : False S/W Only : False DB: False BP: False UB: False | 0 | 0 | 0 | |
| | Total | | | | | 0 | 0 | 0 | |

Exceptions - Coordination

It is mandatory that you coordinate your permit with the following jobs listed. You will be required to call each contact listed and create a note including the date contact was made, agreed coordination, name of contact, or date message(s) left if unable to reach a contact.

Street Use Conflicts:

| Job # | Activity | Contact | |
|-------------|--|---------|--------------------------|
| | - Barbary Coast Trail Markers located in sidewalk. For removal and reinstallation of existing Barbary Coast Trail plaques, please contact Daniel Bacon with the SF Historical Society via e-mail at daniel_bacon@prodigy.net or by phone at (415) 454-2355. | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - MFF applicants must notify Union Square Business District of all MFFs | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - Permitted occupancy may be Restricted near Street Artists. Contact Howard Lazar at the SF Arts Commission for details. (415) 252-2583 | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | GRANT AVE / SUTTER ST - HARLAN PL - | | |
| | - Under G095 requirement, Permittee/Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Luke Bagan @ Luke.Bagan@sfmta.com, 415.554.9220, 415.554.9228, or 415.601.9691. | | <input type="checkbox"/> |
| Your Notes: | | | |
| Streets: | SUTTER ST / CLAUDE LN - GRANT AVE - | | |

Permit Conflicts:

| permit | Dates | Agency | Contact | |
|-------------|-------|--------|---------|--|
| | | | | |
| Your Notes: | | | | |
| Streets: | | | | |

Exceptions

| Street Name | From St | To St | Message | Job | Contact | Dates |
|-------------|-----------|-------------|---|------------|--|------------------------|
| GRANT AVE | | | | | | |
| | SUTTER ST | HARLAN PL - | DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: EAST 7AM - 7PM MONDAY THROUGH SATURDAY // WEST 7AM - 7PM MONDAY THROUGH SATURDAY | | | |
| | SUTTER ST | HARLAN PL - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | SUTTER ST | HARLAN PL - | Conflict with existing Street Use Permit. | 13MSE-0031 | Refer to Agent - Refer to Agent | |
| | SUTTER ST | HARLAN PL - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |
| HARLAN PL | | | | | | |
| | END | GRANT AVE - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | END | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |
| SUTTER ST | | | | | | |
| | CLAUDE LN | GRANT AVE - | Blocks with Bicycle Route designations require special attention. For details see Section 10 of DPT's Blue Book and Section 6.3 of DPW's Order No. 171.442. | | | |
| | CLAUDE LN | GRANT AVE - | DPT Blue Book Traffic Restriction. Time of day during which lanes must be kept clear: NORTH 7AM - 6PM MONDAY THROUGH SATURDAY// SOUTH 7AM - 6PM MONDAY THROUGH SATURDAY | | | |
| | CLAUDE LN | GRANT AVE - | Please refer to Figure 12 of Section 9.4(A) of the DPW Order No. 171,442 for special conditions for excavation in the vicinity of AWSS. | | | |
| | CLAUDE LN | GRANT AVE - | Downtown Streetscape Zone. Please See DPW Order 172596 for standard sidewalk and restoration requirements. | | BSM Front Desk 554-5810 - (415) 554-5810 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 14MSE-0282 | 415-441-0789 - 415-441-0789 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 14V-0033 | 415-441-0789 - 415-441-0789 | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0007 | Refer to Agent - Refer to Agent | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 18MSE-0462 | Refer to Agent - Refer to Agent | |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 19S-00259 | 5109996000 - 5109996000 | Feb 3 2020-Feb 11 2020 |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 19TC-00063 | 312-523-4098 - 312-523-4098 | Jan 7 2020-Jun 15 2020 |
| | CLAUDE LN | GRANT AVE - | Conflict with existing Street Use Permit. | 20N-00022 | 5109996000 - 5109996000 | Feb 3 2020-Feb 10 2020 |

No Diagram submitted

An architectural rendering of a modern building facade. The building features a prominent white grid-like pattern of horizontal and vertical lines, creating a screen-like effect. The ground floor is composed of large glass windows and doors, revealing interior displays. To the left, a traditional brick building is visible, and to the right, a taller brick building rises in the background. The sky is blue with light clouds. The text '300 GRANT AVE MAJOR ENCROACHMENT' is overlaid in white, bold, sans-serif font, with a thin white vertical line to its right.

300 GRANT AVE MAJOR ENCROACHMENT

PROJECT OVERVIEW



- October 2017

- Demolish two existing buildings



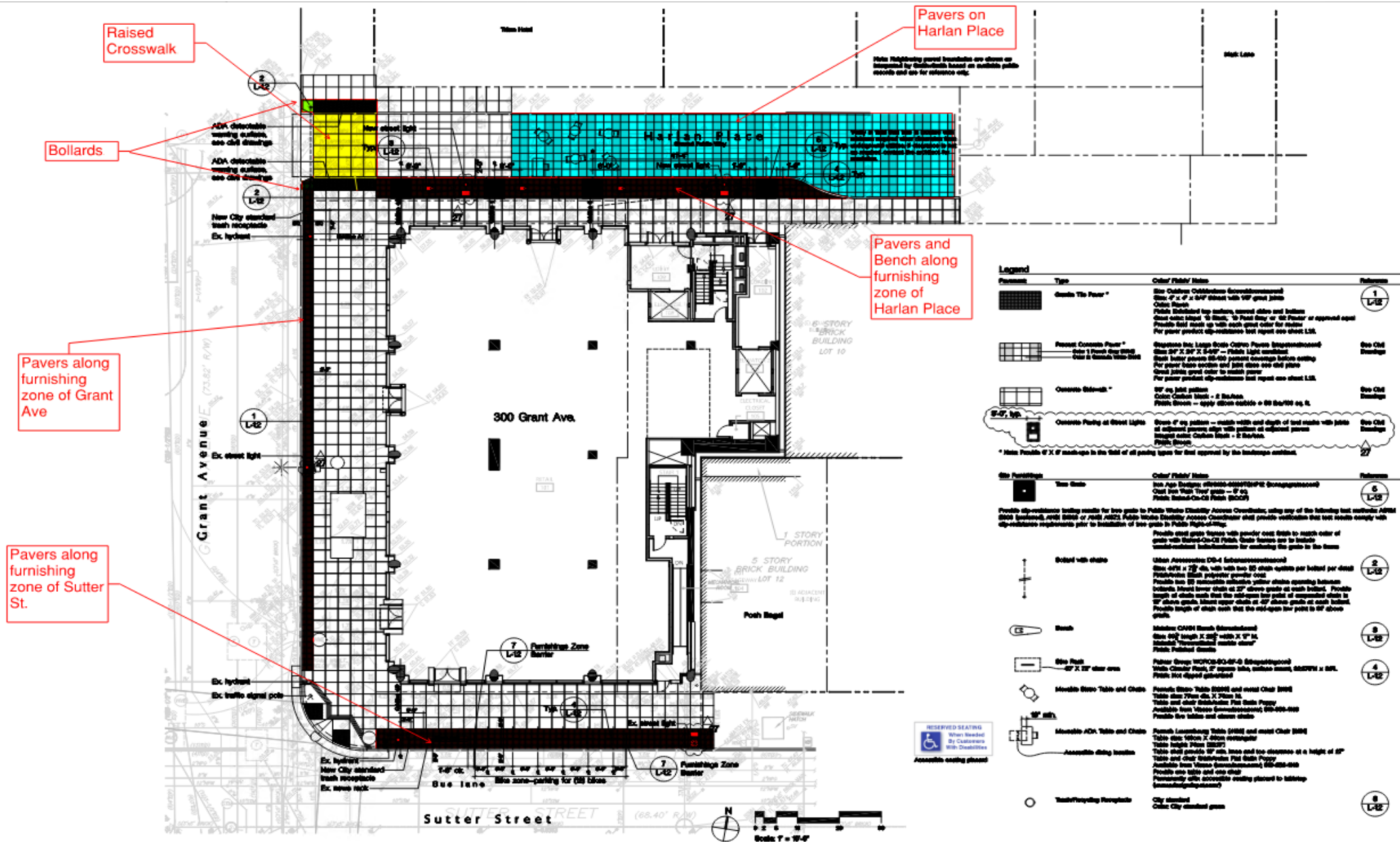
- January 2020

- Develop new 6-story mixed-use building over existing 1-story basement containing office and retail space
 - Improving the existing pedestrian realm on Harlan Place
-

MAJOR ENCROACHMENT

- (1) A raised crosswalk across Harlan Place
- (2) Pavers within the sidewalk furnishing zones of Grant Avenue, Sutter Street and Harlan Place fronting 300 Grant Avenue
- (3) Three benches within proposed pavers along Harlan Place fronting 300 Grant Avenue
- (4) Pavers on Harlan Place
- (5) One bollard each on the north and south sidewalks of Harlan Place





Member, Board of Supervisors
District 3



City and County of San Francisco

AARON PESKIN

DATE: December 29, 2020

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Aaron Peskin, Chair, Land Use and Transportation
Committee

RE: Land Use and Transportation Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, January 5, 2021, as a Committee Report:

**201316 Street Encroachment Permit - Retroactive - Harlan Place - 300
Grant Avenue**

Resolution retroactively granting revocable permission to A-Z300 Grant LLC, to occupy and maintain the pavers, benches, bollards, and raised crosswalk improvements within the public right-of-way on Harlan Place between Grant Avenue and Mark Lane fronting 300 Grant Avenue (Assessor's Parcel Block No. 0287, Lot No. 014) effective November 16, 2020; adopting environmental findings under the California Environmental Quality Act, and making findings of consistency with the priority policies of Planning Code, Section 101.1.

This matter will be heard in the Land Use and Transportation Committee at a Special Meeting on Monday, January 4, 2021, at 1:30 p.m.

/s/ Aaron Peskin